

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN, that the Undersigned, on behalf of the Essex County Board of Supervisors, will accept sealed bids at the Office of the Purchasing Agent until 2:00 P.M. on February 28, 2014 for DPW SIDING INSTALLATION

A pre-bid conference shall be held on Friday, February 21, 2014 at 9:00 AM at DPW, 8053 US Route 9, Elizabethtown, NY 12932. **All contractors who plan to submit a bid are urged to attend.**

The bids shall be opened and read aloud on February 28, 2014 at 2:00 P.M. at the Office of the Purchasing Agent, 7551 Court Street, Elizabethtown, New York. If additional information concerning the bidding is required, please call (518) 873-3332.

All bids submitted in response to this notice shall be marked "SEALED BID – DPW SIDING INSTALLATION" 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.

Plans, specifications, standard proposals and drawings for the proposed work may be obtained at the above address or on the County's website at www.co.essex.ny.us.

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.

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.

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. The bidder shall also submit an executed certificate of compliance with the Iran Divestment Act signed by the bidder or one of its officers as required by the General Municipal Law Sec. 103g.

A Contract awarded pursuant to this notice shall be subject to the provisions of Sections 103-1, 103-b, 103-d and 103-g 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: February 7, 2014

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

PROJECT SCHEDULE

CONTRACT DESCRIPTION: DPW Siding Installation

NOTICE TO BIDDERS: February 7, 2014

PRE-BID MEETING AT DPW OFFICE: February 21, 2014 at 9:00 am

BID OPENING DATE: February 28, 2014 at 2:00 pm

ESTIMATED START DATE: April 1, 2014

SUBSTANTIAL COMPLETION: September 1, 2014

SPECIFICATIONS

SCOPE: Replace Existing Siding at the Essex County Highway Department Building Complex, Essex County Highway Department Building Complex, Town of Elizabethtown, New York

The project is the replacement of the existing building siding at the Essex County Highway Department Building Complex. The replacement siding project includes the Administration, Maintenance and Repair and Heated Storage buildings located at the Essex County Highway Department Building Complex. The contract is for the supply of labor, equipment and materials to complete the project. NYS DOL prevailing wages are to be paid for this project. The Contractor will have experience working with HardiePanel siding or equivalent type of material.

The following is a list of materials to be supplied by the County:

- (600 Ea) 4'x8' HardiePanel Vertical Siding, Select Sierra 8, Color Plus Chestnut Brown
- (20000 Sq.Ft.) HardieWrap Weather Barrier (include seam sealing tape and staples)
- (8400 Lf) Hardie Trim board 4/4x2" Batten Rustic Grain, Color Plus Chestnut Brown
- (3600 Lf) Hardie Trim board 5/4 x4" Smooth, Color Plus Chestnut Brown Trim
- (3600 Lf) 3M Flashing tape 4"
- (1000 Lf) Metal Zee flashing
- (400 Lf) Metal window head flashing
- Approved HardiePanel System fasteners
- (2 Gal) Brown paint for edge finishing
- (20 16 oz Tubes) Calking

All work is to be in conformance with the James Hardie Siding Products Best Practices- Installation Guide Siding and Trim Products including but not limited to HardiePanel Vertical Siding, Hardie Trim board, HardieWrap products Version 8- September 2013.

COMPLETION DATE: The project should be substantially complete by July 31, 2014.

GENERAL: All labor, equipment and material furnished under this contract shall conform to the following Technical Specification sheets; unless the same are modified by the Essex County Superintendent of Public Works or his authorized representative.

The acceptance of the said labor, equipment and materials by the Essex County Superintendent of Public Works or by his authorized representative does not prevent subsequent rejection should the materials and/or workmanship be determined to be defective or not in compliance with the specifications.

The Bidder shall provide all labor, equipment and materials to install siding as indicated on the project drawings and plans titled: ESSEX COUNTY HIGHWAY FACILITY, prepared by O Connor Sheridan Marsh Architects, The Carriage House, 13 Northern Boulevard, Albany NY 12210

<u>Drawing #</u>	<u>Title</u>
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A-3a	Administration Building Elevations/ Sections, Dated 15 Sept 77
A-4a	Administration Building Wall Sections
A-17	M&R BLDG Elevations/ HS BLDG Section, Dated 20 April 79
A-18	HS BLDG Elevations/ M&R BLDG Section, Dated 20 April 79
A-20	Wall Sections, Dated 20 April 79

Note: The included drawings are scanned and not to scale. The prints are available for review at the Essex County Highway Department Building Complex Administration Building.

The Bidder agrees to furnish the labor, equipment and materials as specified on the above listed project drawings and plans without exception.

SCOPE OF WORK:

Existing drip edge to be reused.

Remove existing T111 plywood fascia.

Place HardieWrap Weather Barrier (as per James Hardie Siding Products Best Practices- Installation Guide Siding and Trim Products).

Existing soffit to be reused.

Remove existing T111 plywood siding (Metal in some locations).

Remove existing window and door brick mold trim (Windows and doors are not anticipated to be reset).

Place HardieWrap Weather Barrier (as per James Hardie Siding Products Best Practices- Installation Guide Siding and Trim Products).

Place Metal window head flashing at doors and window heads (as per James Hardie Siding Products Best Practices- Installation Guide Siding and Trim Products).

Place 3M Flashing tape (as per James Hardie Siding Products Best Practices- Installation Guide Siding and Trim Products).

Place HardiePanel Vertical Siding (as per James Hardie Siding Products Best Practices- Installation Guide Siding and Trim Products).

Place Metal Zee flashing (as per James Hardie Siding Products Best Practices- Installation Guide Siding and Trim Products).

Place Hardie Trim board 5/4 x4" Smooth at building corners window and doors (as per James Hardie Siding Products Best Practices- Installation Guide Siding and Trim Products).

Place Hardie Trim board Batten Rustic Grain at HardiePanel Vertical Siding joints (as per James Hardie Siding Products Best Practices- Installation Guide Siding and Trim Products).

It is anticipated that some exposed fascia will need to be painted along the edges.

Essex County DPW will dispose of removed siding, a container will be provided on site.

Quantities will need to be reviewed and acceptable to the contractor prior to commencement of work.

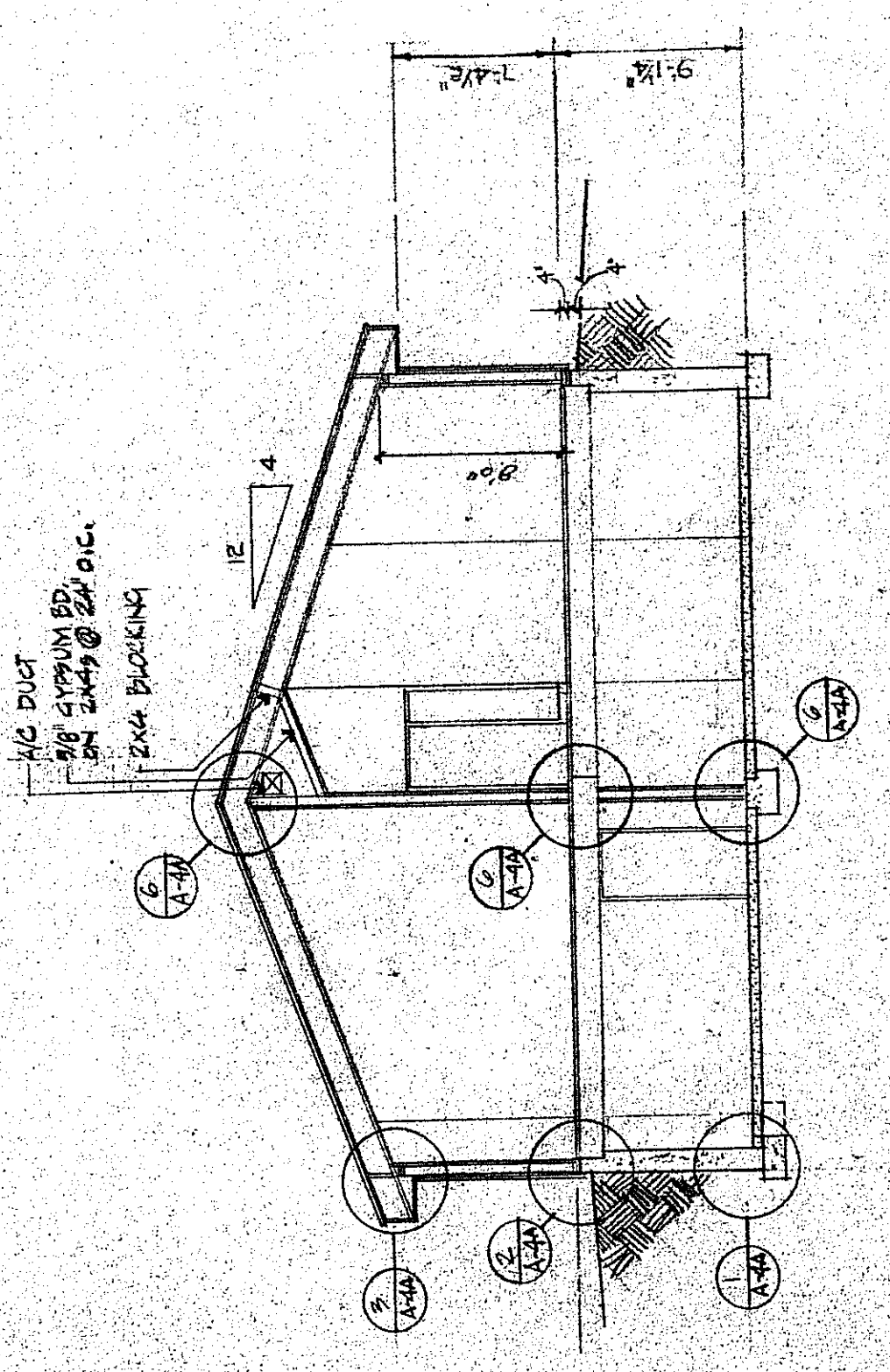
Any discrepancies will be corrected by ECDPW as soon as possible.

Daily magnetic nail cleanup is required due to the large amount of vehicle traffic in the area. Cost of mitigating nail damage to tires resulting from this project will be the responsibility of the contractor.

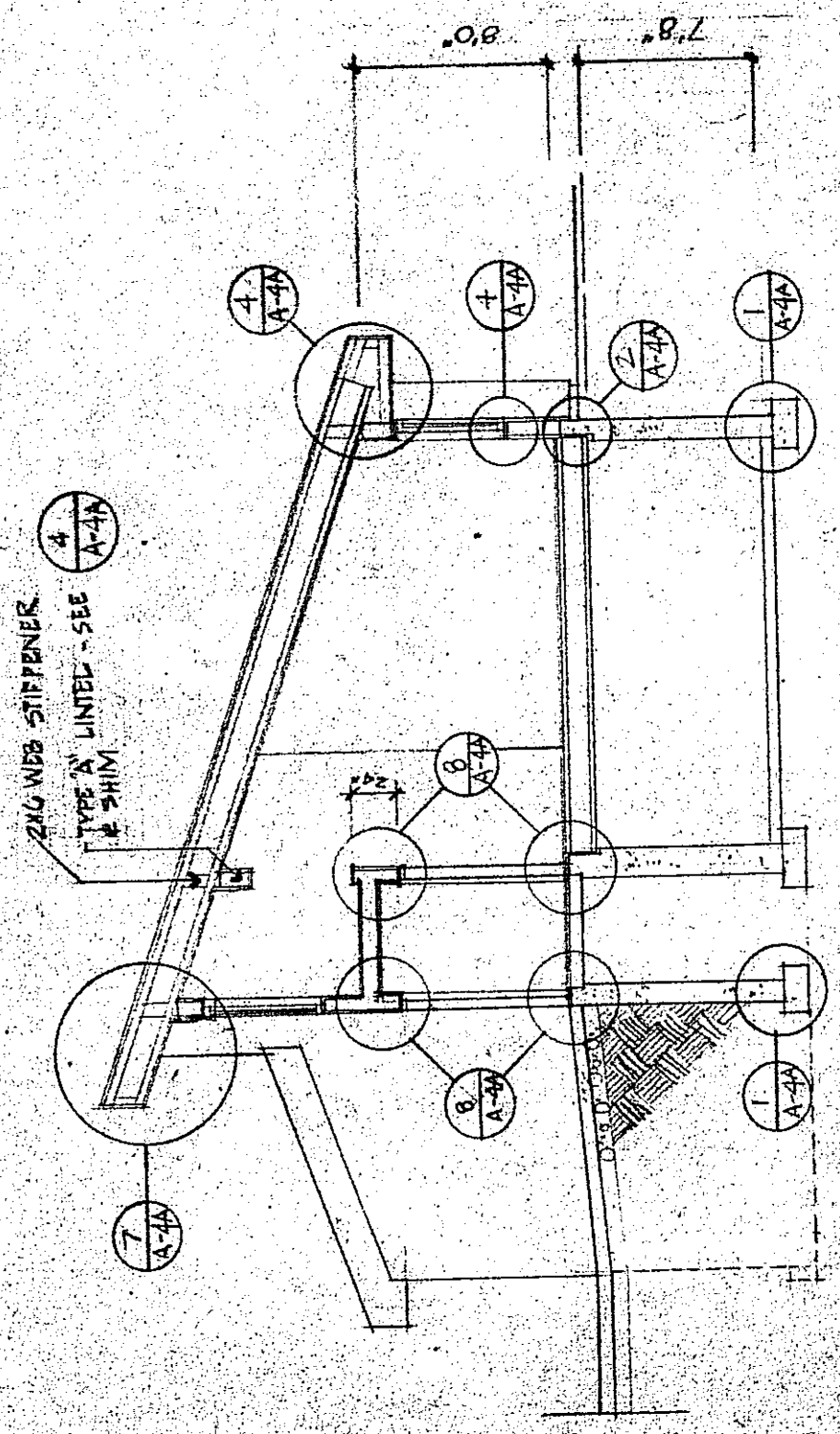
13
 O'CONNOR
 SHIMMARTS
 ARCHITECTS
 13 THE CROWN SQUARE
 ALBANY, NEW YORK 12210
 518 488 668

DRAWING TITLE
 ADMINISTRATION
 BUILDING
 ELEVATIONS/
 SECTIONS

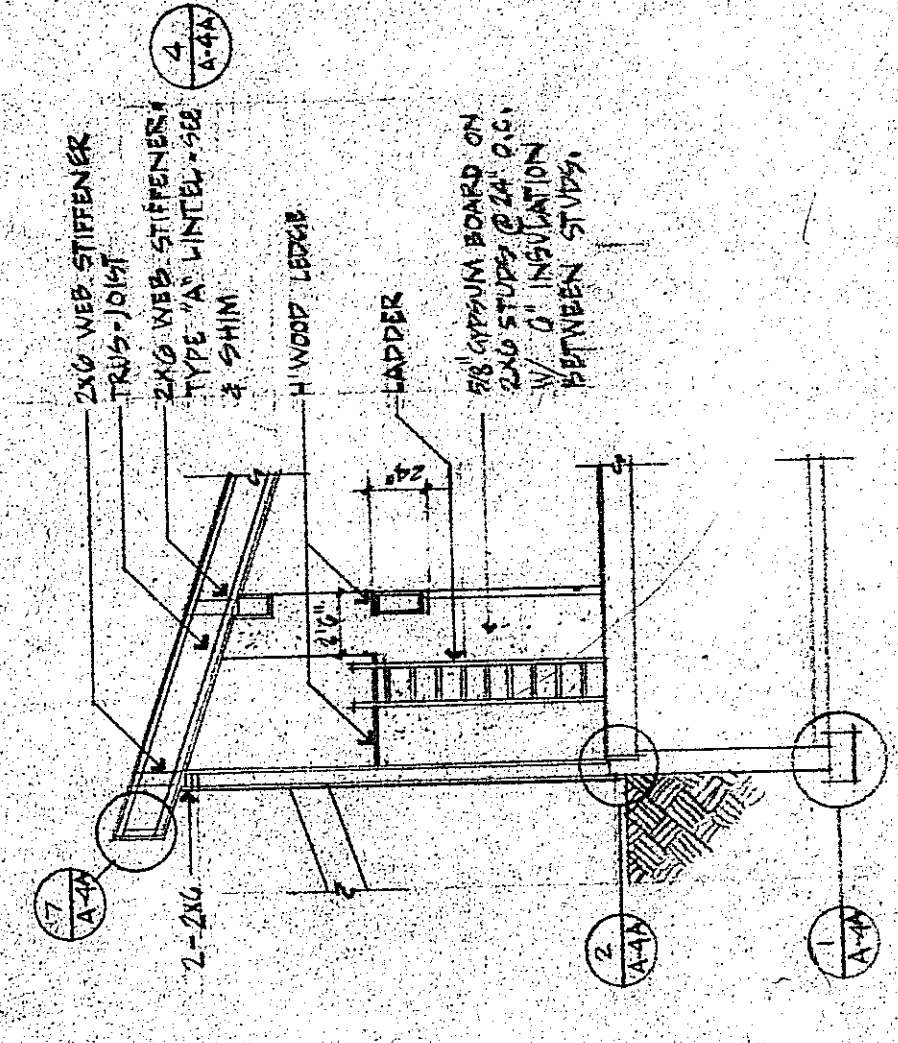
DATE 15 SEPT 77
 PROJECT NO. DCU A-3A
 DWG. NO. 100A AT100



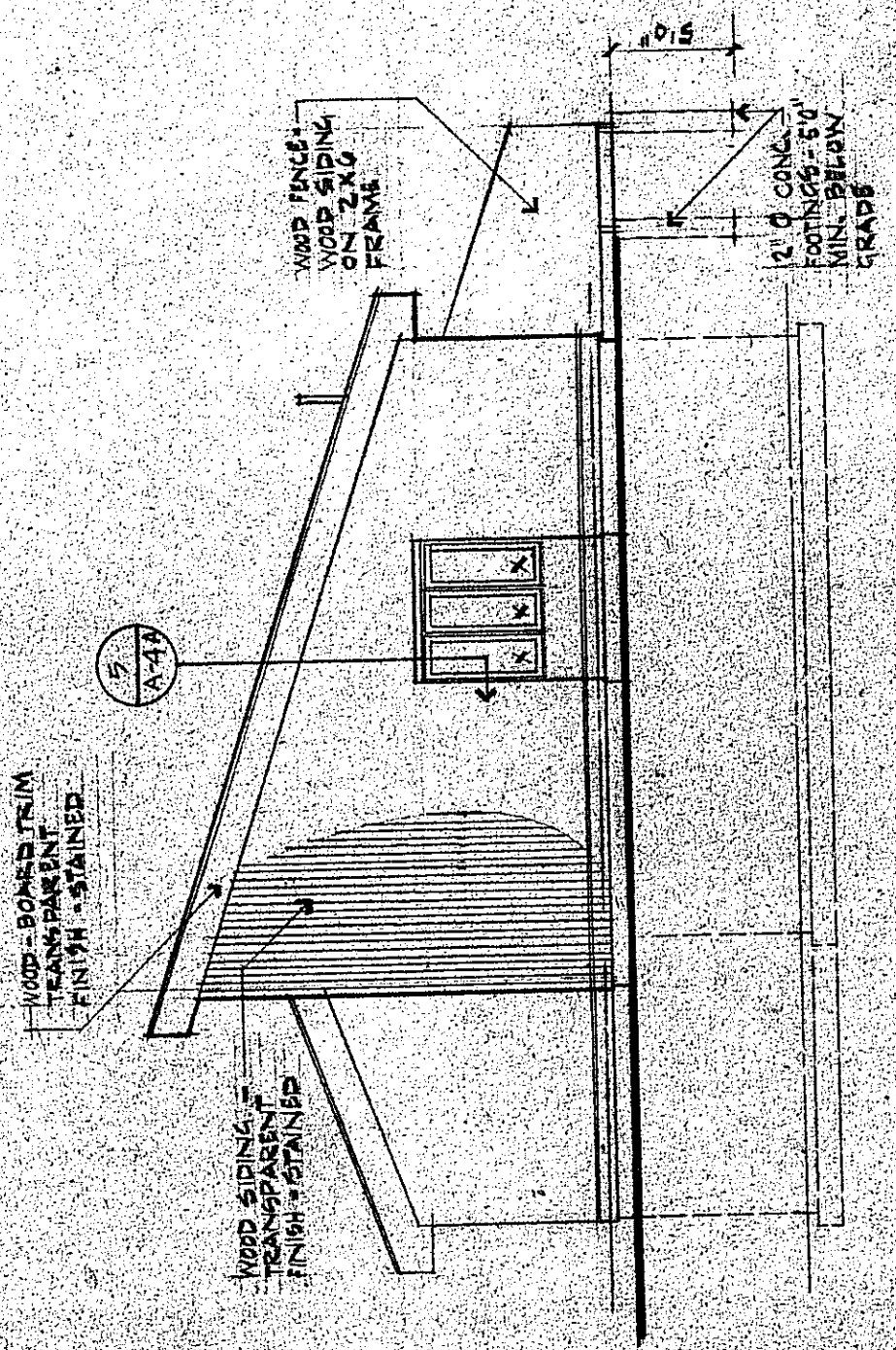
BUILDING SECTION 1
 SCALE: 1/8" = 1'-0"
 A-3A



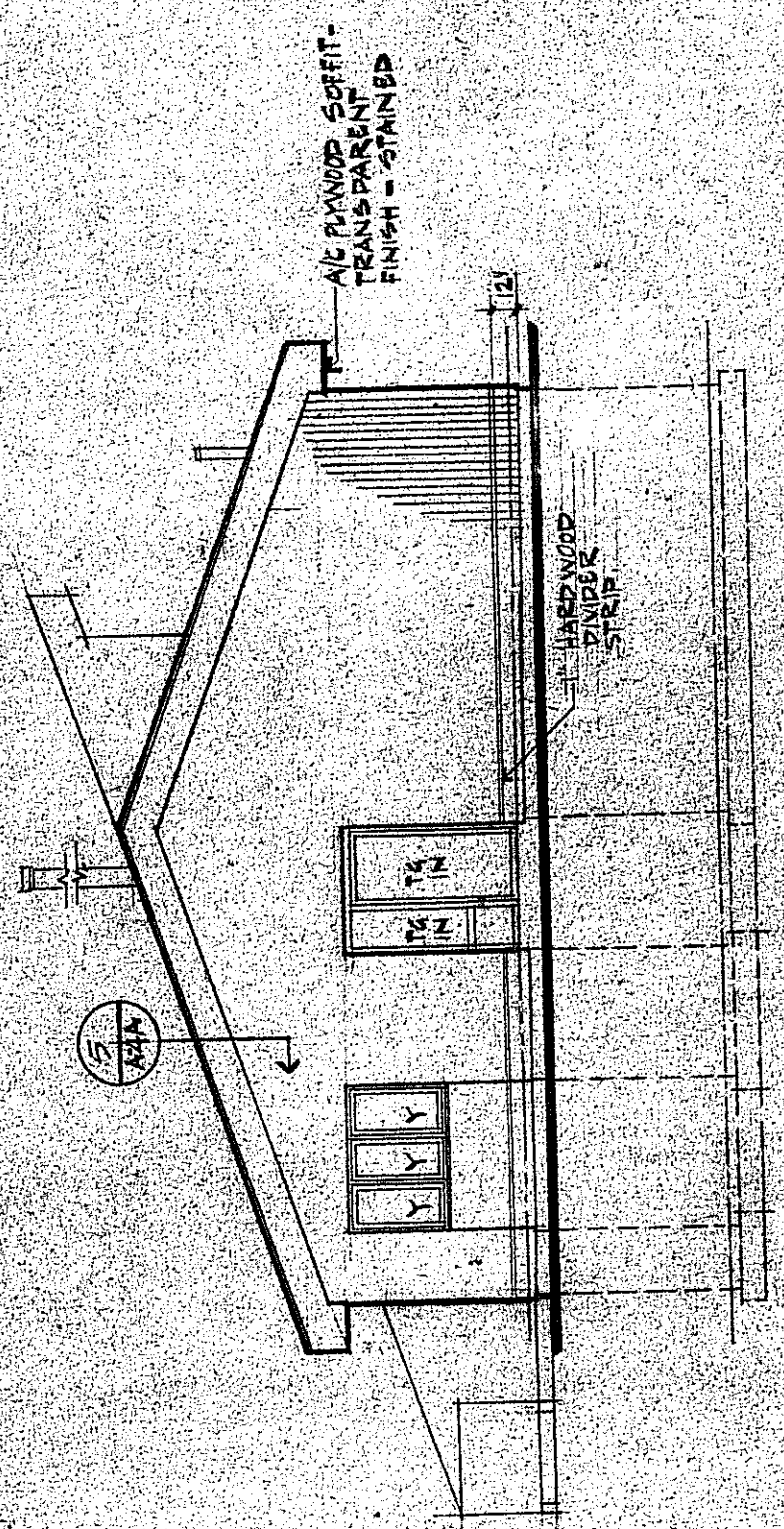
BUILDING SECTION 2
 SCALE: 1/8" = 1'-0"
 A-3A



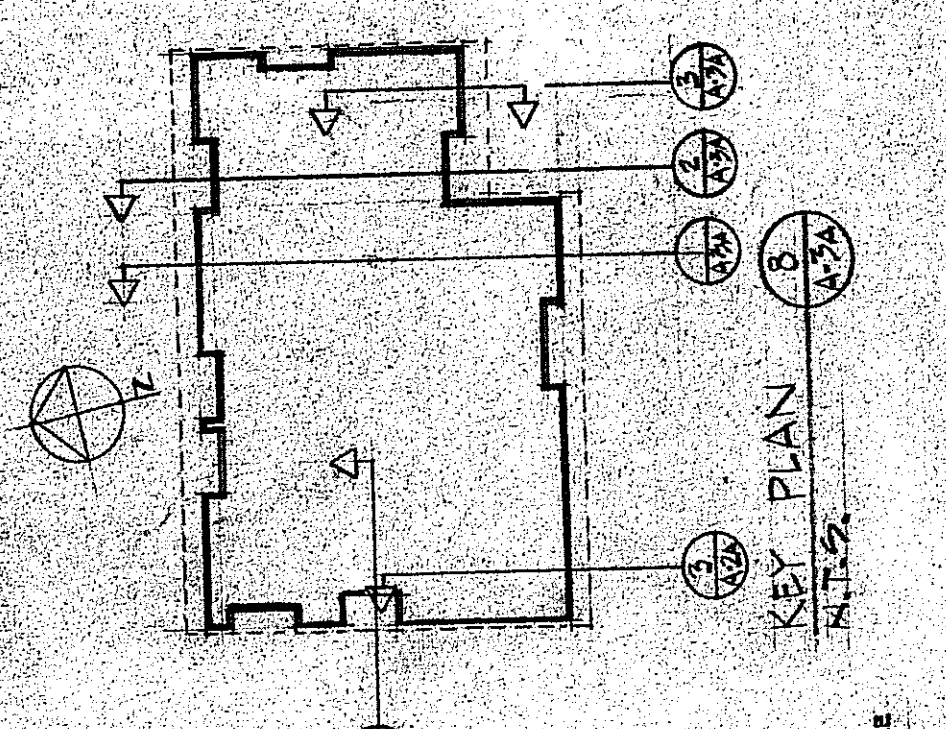
PART SECTION THRU
 XEROX ROOM
 SCALE: 7/8" = 1'-0"
 A-3A



EAST ELEVATION 6
 SCALE: 1/8" = 1'-0"
 A-3A

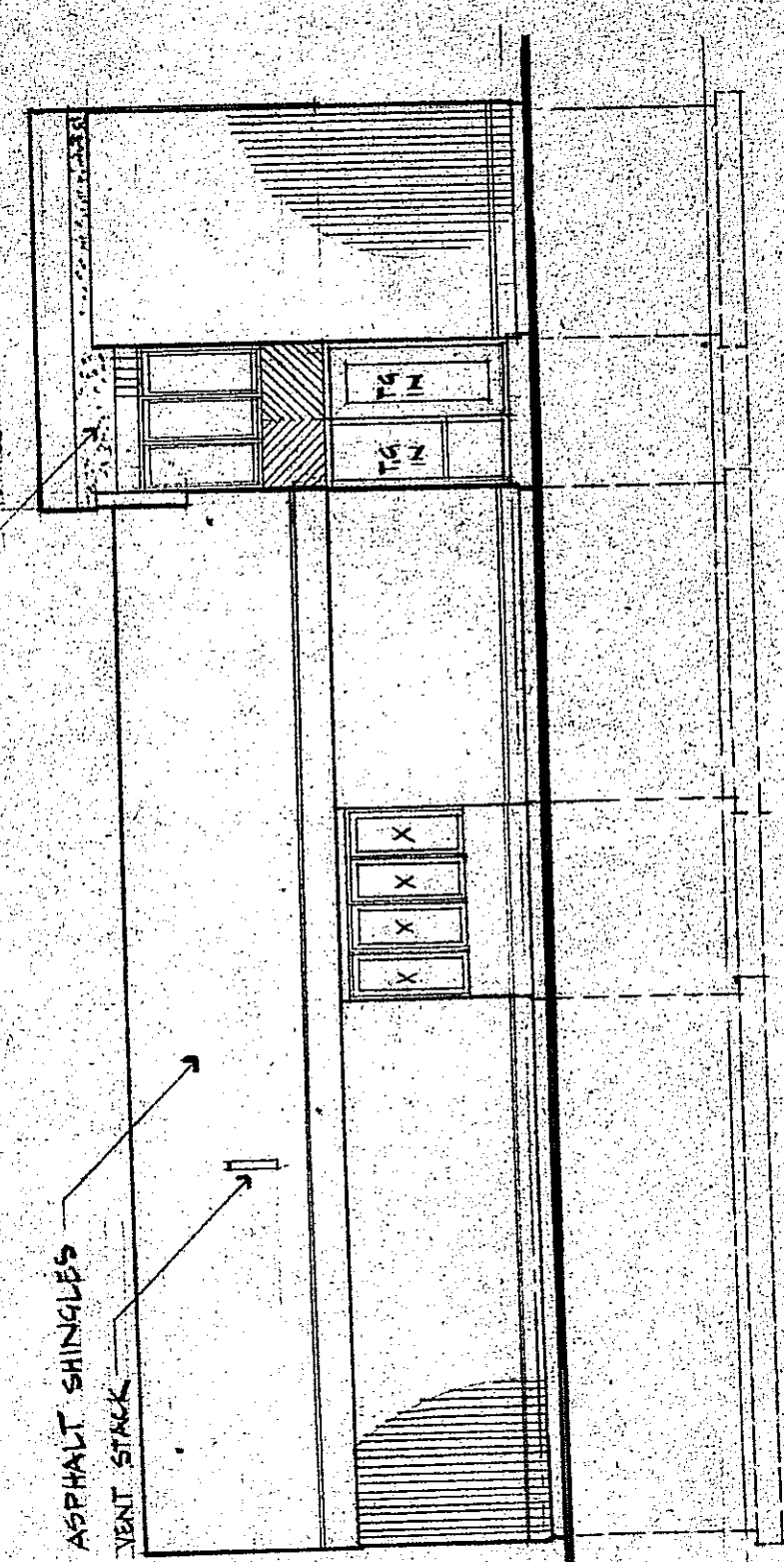
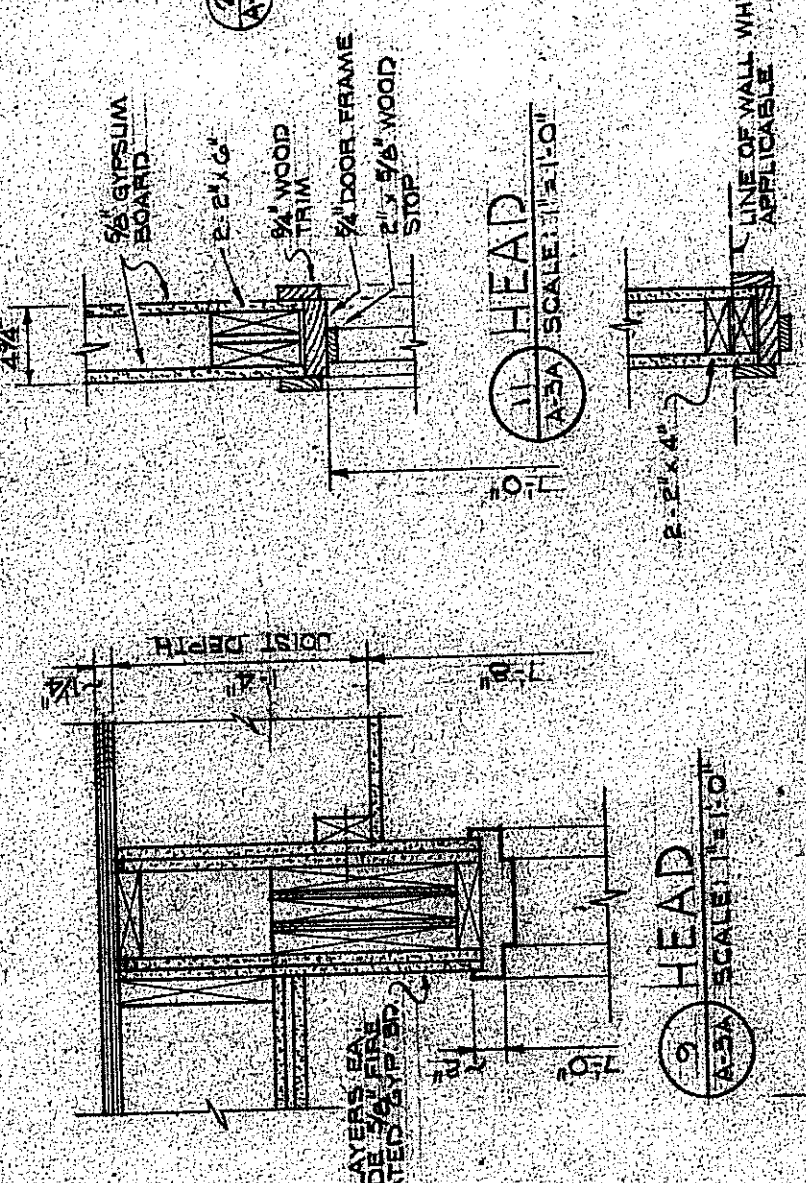


WEST ELEVATION 7
 SCALE: 1/8" = 1'-0"
 A-3A

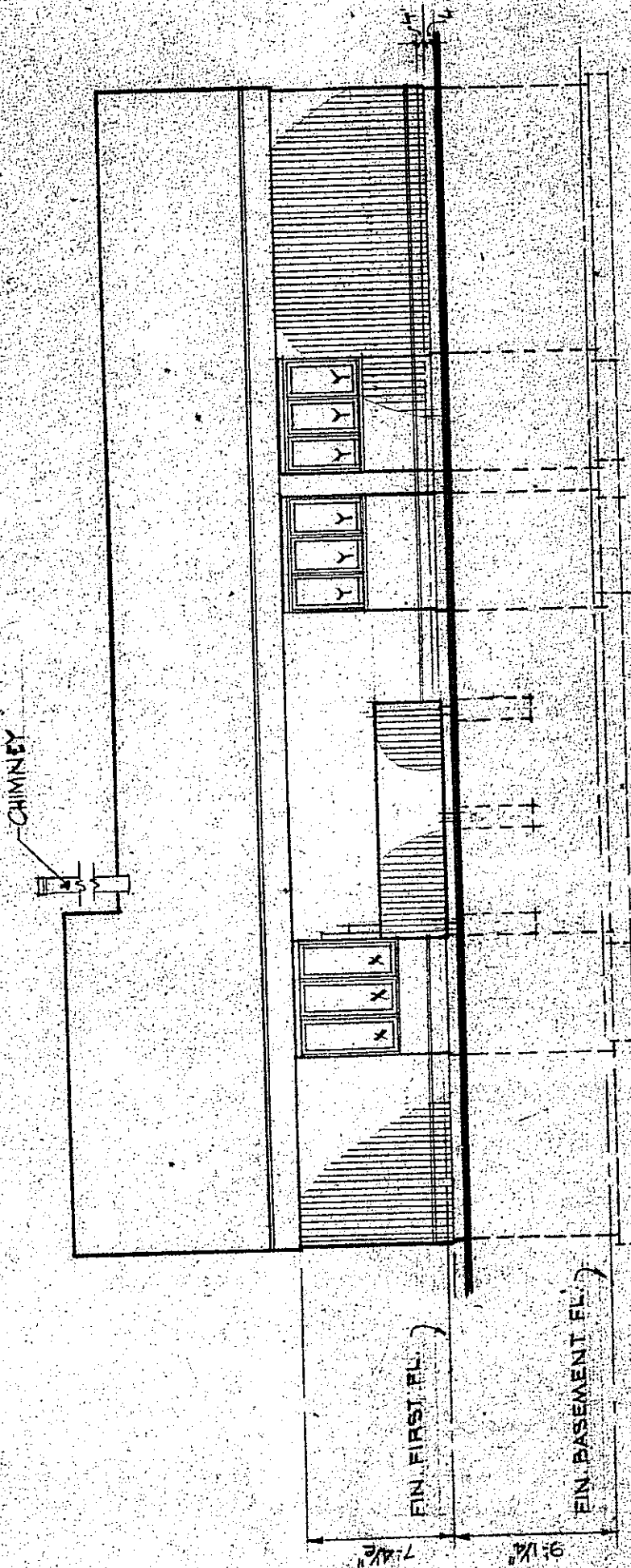


KEY PLAN
 N.T.S.

WINDOW SCHEDULE			
TYPE	SIZE (APPROX)	MATERIAL	REMARKS
X	4'x5'	WOOD	INSULATING VINYL OR ALUMINUM CLAD
Y	2'x4'	WOOD	INSULATING VINYL OR ALUMINUM CLAD



SOUTH ELEVATION 4
 SCALE: 1/8" = 1'-0"
 A-3A



NORTH ELEVATION 5
 SCALE: 1/8" = 1'-0"
 A-3A

DOOR AND FRAME SCHEDULE													
NO.	SIZE	D	O	Q	R	F R A M E				JAMBS	HEAD	THRESHOLD	REMARKS
						TYPE	MAT'L	HEIGHT	WIDTH				
CD-1	3'-0" x 7'-0" x 1'-1/2"	H	W	W	W	H	W	H	W	W	W	W	ALUMINUM SEE DETAIL B/A-3A
LD-1	3'-0" x 7'-0" x 1'-1/2"	W	W	W	W	W	W	W	W	W	W	W	ALUMINUM SEE DETAIL B/A-3A
LD-2	3'-0" x 7'-0" x 1'-1/2"	W	W	W	W	W	W	W	W	W	W	W	ALUMINUM SEE DETAIL B/A-3A
LD-3	3'-0" x 7'-0" x 1'-1/2"	W	W	W	W	W	W	W	W	W	W	W	ALUMINUM SEE DETAIL B/A-3A
LD-4	3'-0" x 7'-0" x 1'-1/2"	W	W	W	W	W	W	W	W	W	W	W	ALUMINUM SEE DETAIL B/A-3A
LD-5	3'-0" x 7'-0" x 1'-1/2"	W	W	W	W	W	W	W	W	W	W	W	ALUMINUM SEE DETAIL B/A-3A
LD-6	3'-0" x 7'-0" x 1'-1/2"	W	W	W	W	W	W	W	W	W	W	W	ALUMINUM SEE DETAIL B/A-3A
LD-7	3'-0" x 7'-0" x 1'-1/2"	W	W	W	W	W	W	W	W	W	W	W	ALUMINUM SEE DETAIL B/A-3A
LD-8	3'-0" x 7'-0" x 1'-1/2"	W	W	W	W	W	W	W	W	W	W	W	ALUMINUM SEE DETAIL B/A-3A
LD-9	3'-0" x 7'-0" x 1'-1/2"	W	W	W	W	W	W	W	W	W	W	W	ALUMINUM SEE DETAIL B/A-3A
LD-10	3'-0" x 7'-0" x 1'-1/2"	W	W	W	W	W	W	W	W	W	W	W	ALUMINUM SEE DETAIL B/A-3A
LD-11	3'-0" x 7'-0" x 1'-1/2"	W	W	W	W	W	W	W	W	W	W	W	ALUMINUM SEE DETAIL B/A-3A
LD-12	3'-0" x 7'-0" x 1'-1/2"	W	W	W	W	W	W	W	W	W	W	W	MARBLE SEE DETAIL B/A-3A
LD-13	3'-0" x 7'-0" x 1'-1/2"	W	W	W	W	W	W	W	W	W	W	W	MARBLE SEE DETAIL B/A-3A

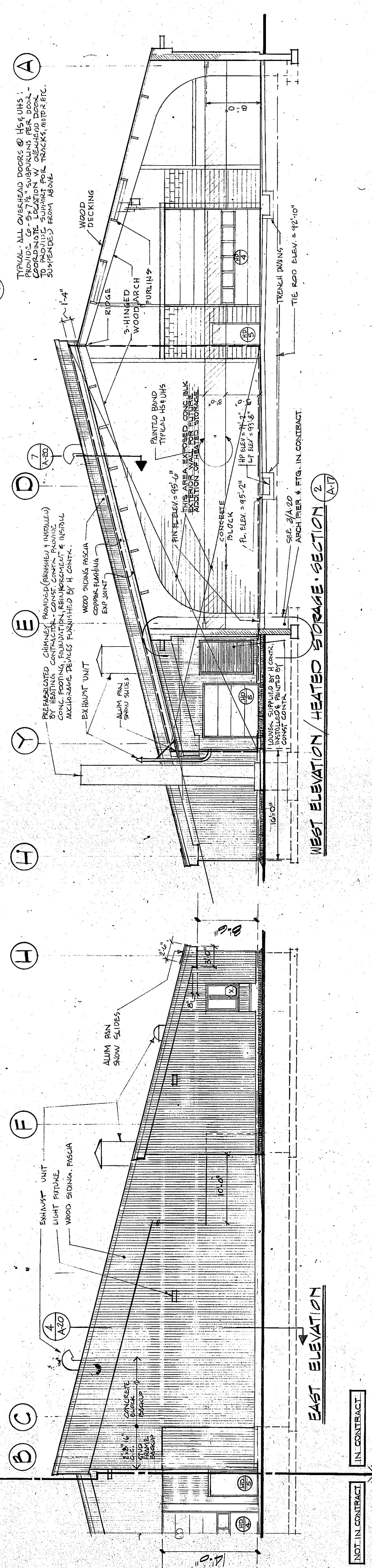
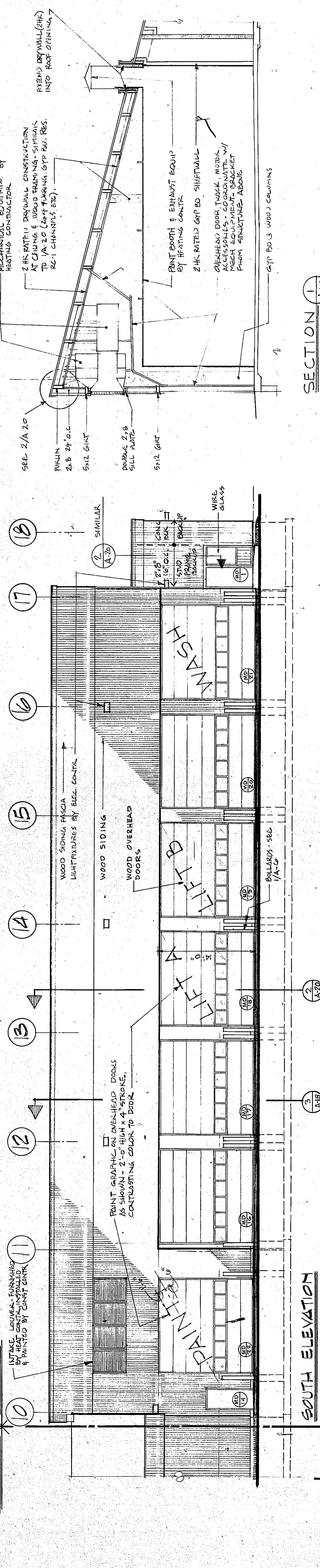
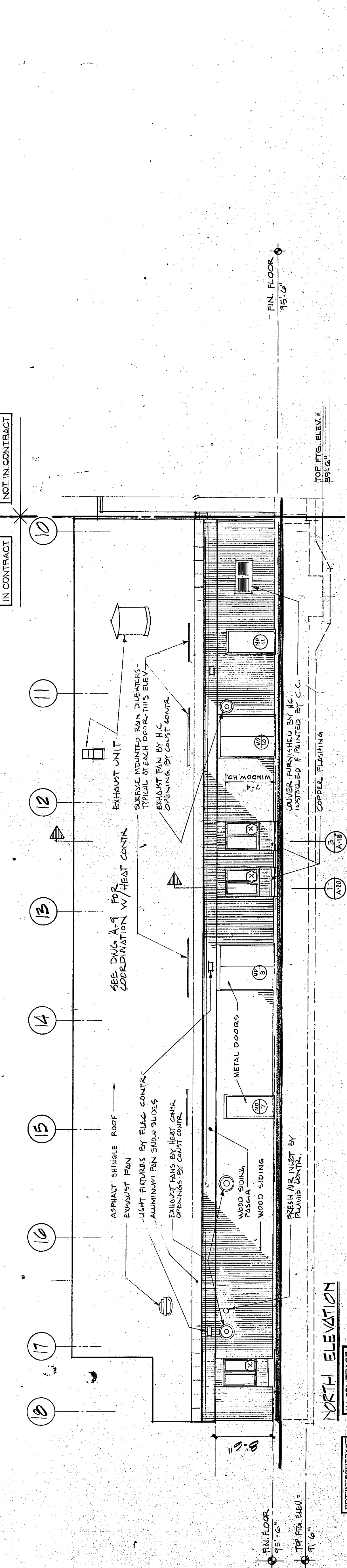
SCHEDULE NOTES
 T.G. = TEMPERED GLASS
 I.N. = INSULATING GLASS

CONSTRUCTION WORK FOR
ESSEX COUNTY HIGHWAY FACILITY
TOWN OF LEWIS,
NEW YORK

OCEM ARCHITECTS
13 THE CARRIAGE HOUSE
NORTHERN BOULEVARD
ALBANY, NEW YORK 12008
465 488 8200

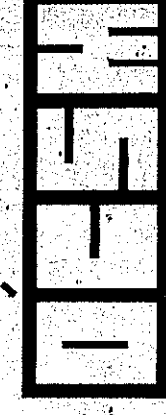
**M & R BLDG -
ELEVATIONS/
H & S BLDG -
SECTION**

DATE 20 APR 74
PROJECT NO. 44-312-C
DSSA 2112
DWG. NO. **A-7**



NOT IN CONTRACT

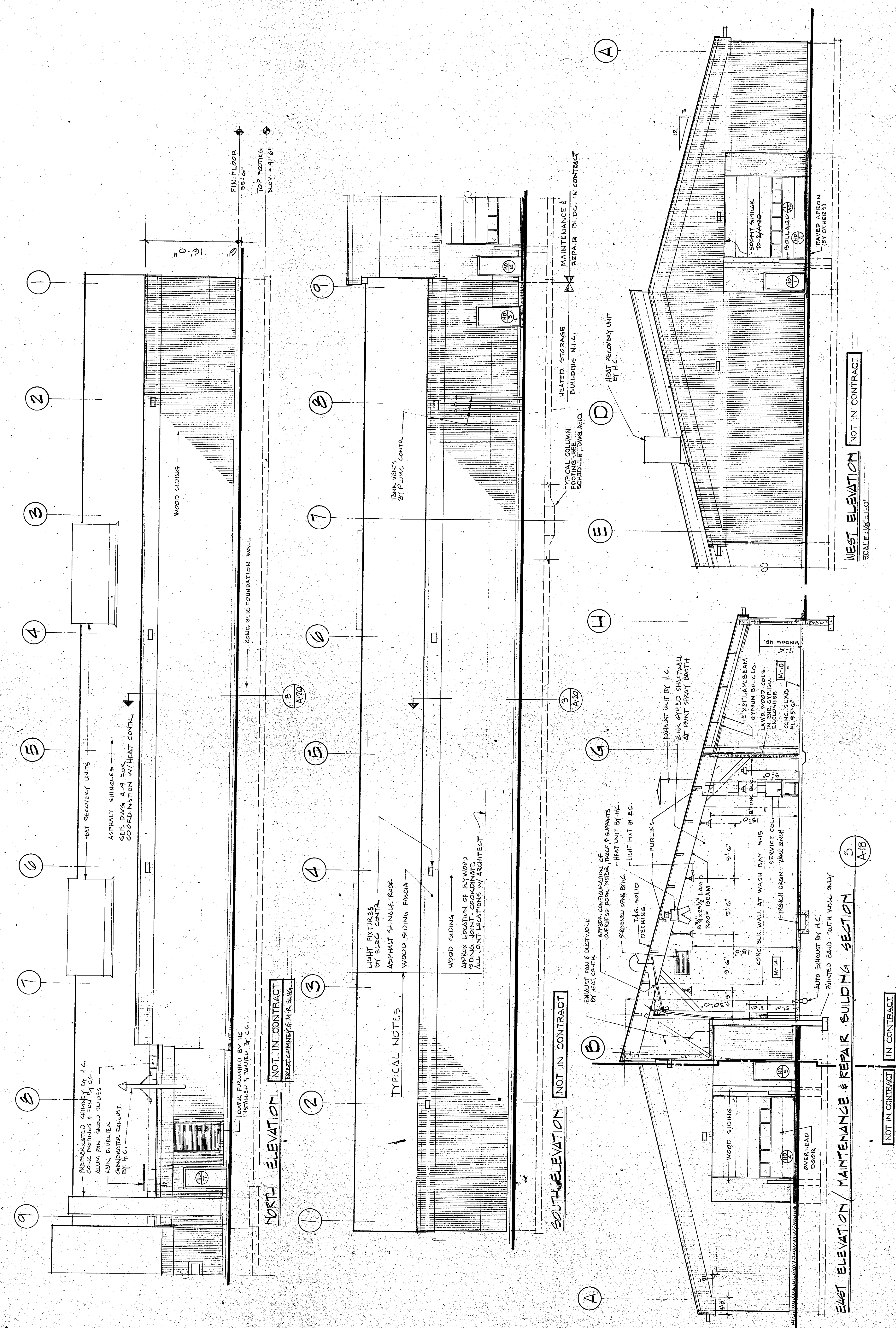
NOT IN CONTRACT

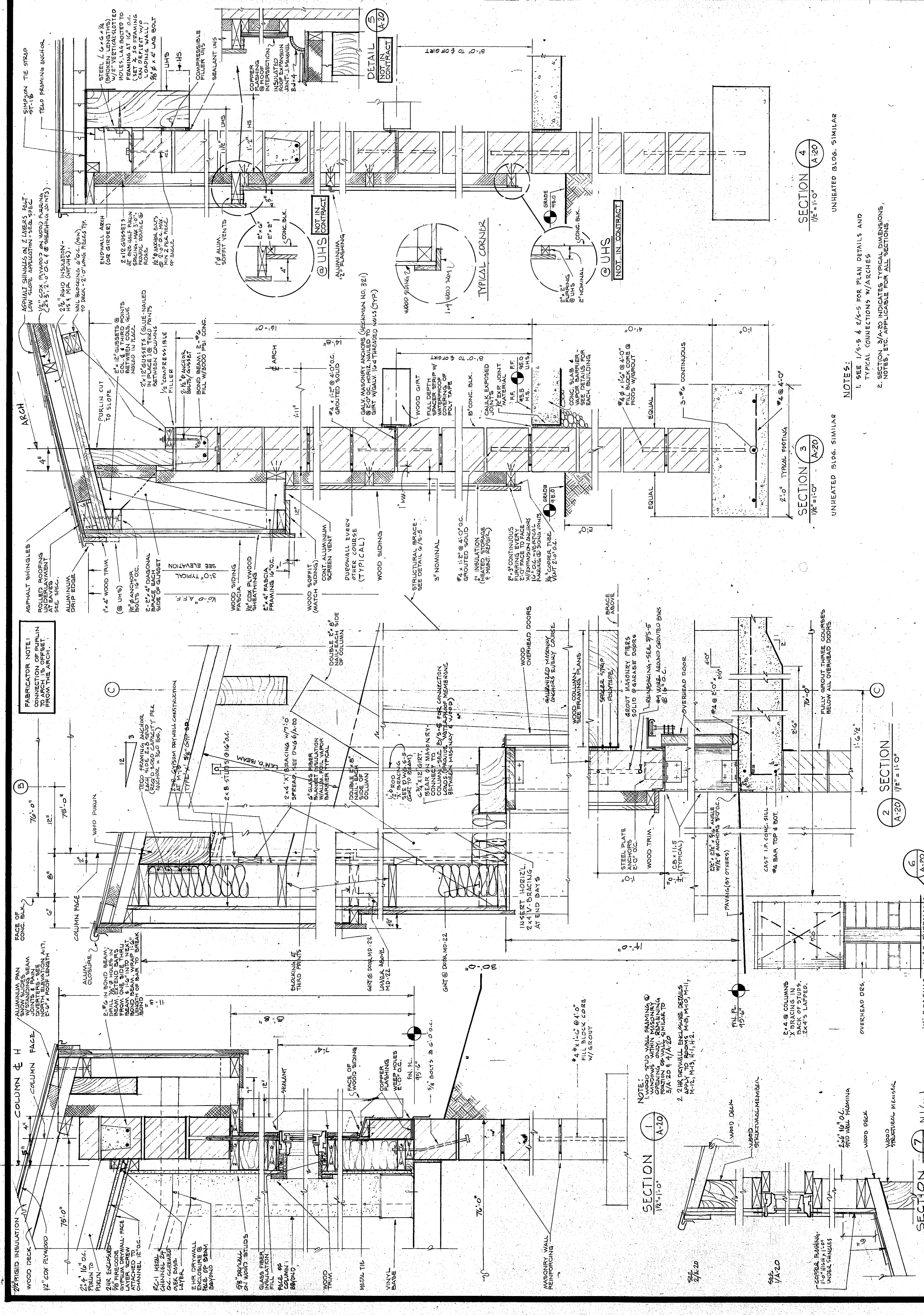


O'CONNOR
 SHAWRISH
 ARCHITECTS
 13 THE CARRIAGE HOUSE
 ALBANY, NEW YORK 12210
 518 . 485 . 485

DRAWING TITLE
**H5 BLDG -
 ELEVATIONS/
 M&R BLDG -
 SECTION**

DATE
 20 APRIL 74
 PROJECT NO.
 444202-C
 DCSA - 07160
 DWG. NO.
A-18





FABRICATOR NOTE:
 CONNECTION OF PURLIN
 TO ARCH IS OFFSET
 FROM THE ARCH.

NOTE:
 1. WOOD WITH FRAMING
 OPENING ONLY, REMAINING
 3/A-20 & 4/A-20
 2. AIR DRY WALL BRIDGE DETAILS
 M-12, M-13, H-1, H-2.

NOTE:
 1. SEE 1/5-5 & 2/5-5 FOR PLAN DETAILS AND
 TYPICAL CONNECTIONS W/ARCHES
 2. SECTION 3/A-20 INDICATES TYPICAL DIMENSIONS,
 NOTES, ETC. APPLICABLE FOR ALL SECTIONS.

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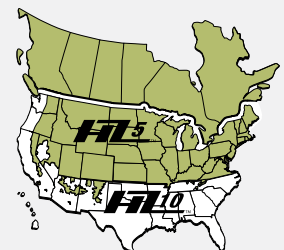
JamesHardie® Siding Products

HL5[®]
Engineered for Climate[®]

Best Practices—Installation Guide Siding and Trim Products

Version 8 - September 2013

- HardiePlank**[®]
- HardieShingle**[®]
- HardiePanel**[®]
- HardieTrim**[®]
- HardieSoffit**[®]



 **JamesHardie**

ColorPlus[®] Technology

HardieZone® – Engineered for Climate®

James Hardie, the undisputed leader in fiber cement has always made the world's most resilient siding, and now we have made it even better. For the first time, siding has been Engineered for Climate. So you get the right board for the right climate. We call it the HardieZone® System.

We took the 8 climatic variables – that affect long term performance of the exterior into account and by combining them determined climate zones throughout North America. We found common variables between certain zones which led us to engineer James Hardie siding products for specific climates.

The development of these two products is a result of a heavy investment in R&D and our proprietary technology and manufacturing processes and culminates in the evolution of 7th generation fiber cement – Engineered for Climate.



The HZ5® product is engineered to perform in climates with seasonal temperature variations, freezing temperatures and snow and ice.

The HZ10® products are specifically engineered to perform in climates with, high humidity, hot dry conditions and high levels of rainfall.

This guide provides the best practice guidelines for installing the HardieZone product for your zone. Specific details and helpful hints that pertain to your zones are included in order to facilitate your installation process. If you are unsure about which zone your job is located in and which HardieZone product and installation instructions to use, then please visit our website at www.jameshardie.com for the zip code tool.



WARNING: AVOID BREATHING SILICA DUST

James Hardie® products contain respirable crystalline silica, which is known to the State of California to cause cancer and is considered by IARC and NIOSH to be a cause of cancer from some occupational sources. Breathing excessive amounts of respirable silica dust can also cause a disabling and potentially fatal lung disease called silicosis, and has been linked with other diseases. Some studies suggest smoking may increase these risks. During installation or handling: (1) work in outdoor areas with ample ventilation; (2) use fiber cement shears for cutting or, where not feasible, use a HardieBlade® saw blade and dust-reducing circular saw attached to a HEPA vacuum; (3) warn others in the immediate area; (4) wear a properly-fitted, NIOSH-approved dust mask or respirator (e.g. N-95) in accordance with applicable government regulations and manufacturer instructions to further limit respirable silica exposures. During clean-up, use HEPA vacuums or wet cleanup methods-never dry sweep. For further information, refer to our installation instructions and Material Safety Data Sheet available at www.jameshardie.com or by calling 1-800-9HARDIE (1-800-942-7343). FAILURE TO ADHERE TO OUR WARNINGS, MSDS, AND INSTALLATION INSTRUCTIONS MAY LEAD TO SERIOUS PERSONAL INJURY OR DEATH.

SD050905

To View a Video of Proper Cutting Practices go to www.jameshardie.com

James Hardie® Products

Installation Guide

FOREWORD

James Hardie, the world leader in the manufacturing and development of fiber-cement building products, has produced this Installation Guide to help builders and contractors with the installation of James Hardie® siding and trim products, including James Hardie products with ColorPlus® Technology.

The first sections of this manual provide a general product description and information about safe practices, and proper tools for working with James Hardie siding and trim products. Sections that follow describe design and general installation information for specific James Hardie products. The appendix addresses the installation of James Hardie siding products in less common construction practices (e.g. concrete construction).

This manual must be read in conjunction with project drawings and specifications, applicable building codes, and relevant compliance documents. The details in this manual provide guidance on how to comply with James Hardie's installation requirements and need to be reviewed by all parties who are responsible for installing James Hardie products on a project.

This manual is subject to periodic re-examination and revision. For information on the current status of these documents please check the James Hardie website, www.jameshardie.com. The reader is responsible for ensuring that they are using the most up-to-date information.

TELEPHONE DIRECTORY

Technical Services 800-942-7343

Tech Barn for Samples and Literature 866-975-8822

Warranty 866-375-8603

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General Product Information

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General Fastener Requirements

Finishing and Maintenance

HardieWrap® Weather Barrier

HardieTrim® Boards/Battens

HardieSoffit® Panels

HardiePlank® Lap Siding

HardieShingle® Siding

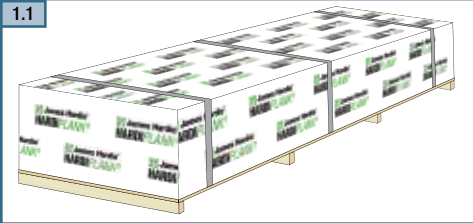
HardiePanel® Vertical Siding

Appendix/Glossary

ESR-1844 & 2290 Report

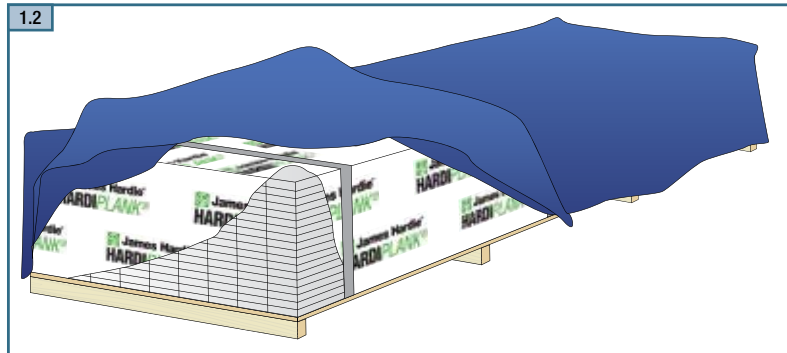
JOBSITE STORAGE OF JAMES HARDIE® PRODUCTS

The James Hardie family of siding and trim products, including James Hardie® products with ColorPlus® Technology, should be stored in their original packaging in a garage, shed, or in some other covered area protected from weather whenever possible. These products must be kept covered on a pallet off of the ground; they must never be stored in direct contact with the ground.



James Hardie products stored in their original packaging.

If James Hardie products are stored outside they should be protected with an additional waterproof covering. All scrap siding and trim pieces, cutoffs or material left on scaffolding must be covered and protected from the elements. If James Hardie products become saturated, they must be laid on a flat surface and allowed to dry completely prior to installation.



If stored outside protect with an additional waterproof covering.

WARNING

James Hardie products should not be rolled-off or dumped-off of the truck during delivery to the jobsite. James Hardie recommends using a fork lift to off load material or unloading by hand.

IMPORTANCE OF KEEPING JAMES HARDIE PRODUCTS DRY

James Hardie siding and trim products must be kept dry at all times prior to installation. If products become saturated before they are installed, the following problems may occur:

OPEN JOINTS DUE TO SHRINKAGE

If installed wet, joints between planks may open up requiring repair or replacement. Under normal environmental conditions fiber cement has significantly greater dimensional stability than wood or vinyl-based exterior products.

DIFFICULTY IN HANDLING

Saturation increases the weight and flexibility of fiber-cement products, making them difficult to handle.

STAINING

Staining is a deposit of soluble salts, usually white in color, which sometimes appears on the surface of masonry or concrete construction.

WARNING

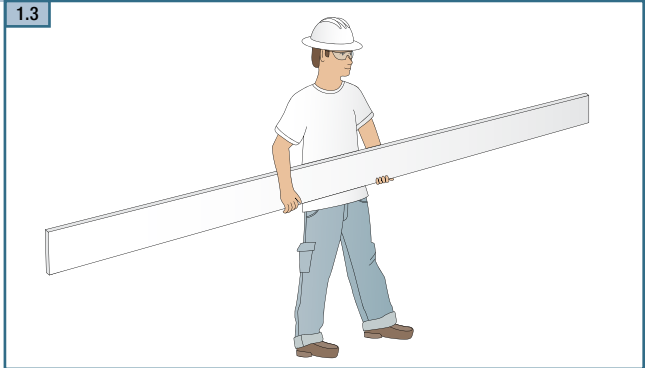
James Hardie is not responsible for damage due to improper storage and handling of its products.

PROPER HANDLING OF JAMES HARDIE® PRODUCTS

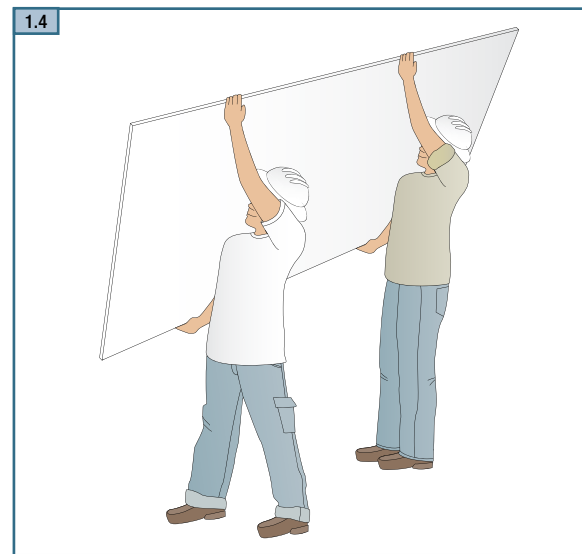
To help avoid injury and product damage, lap siding, trim, and soffit material should always be carried on edge. James Hardie recommends that these products be carried by two people whenever possible with each person positioned near the end of the load. To carry a plank solo, a person should hold it on edge in the middle with arms spread apart for maximum support of the product. Lifting or carrying lap siding or trim flat may break or bend the product.

James Hardie recommends that two people always carry panel products. Workers should hold the panel near each end and on edge. Because of reduced visibility when handling panel products, take extra care to avoid damaging the corners and edges of the panel.

TIP: When handling panel products, manufactured panel carriers or caddies can give workers better control.



1.3
One person should hold planks on edge in the middle with arms spread apart for maximum support of the product



1.4
Two people should always carry panel products.

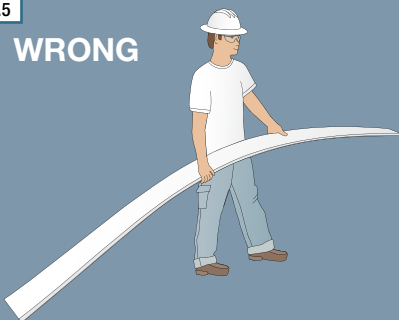


WARNING

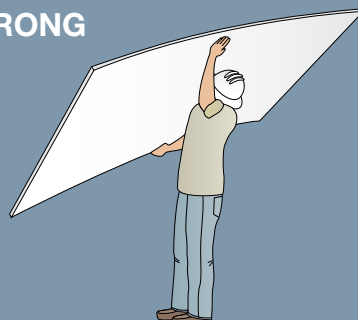
Carrying James Hardie® ColorPlus® siding products flat may cause excessive bending, which can damage the finish.

1.5

WRONG



WRONG



Working Safely with James Hardie® Products

MINIMIZE AND MANAGE SILICA DUST

Silica (SiO₂) is the second most common mineral in the earth's crust, and it's a common ingredient in many building products, including James Hardie® fiber-cement materials. Intact, these products do not pose a silica risk. However, when cut, drilled or abraded during installation, the resulting smaller, silica-containing dust can pose a potential health hazard as inhalation of excessive quantities over an extended period can cause silicosis, lung-cancer or other lung-related diseases, potentially leading to death.








To protect workers from potential health effects, OSHA established and enforces a permissible exposure limit (PEL) for respirable silica set effectively at 0.100 mg/m³. This PEL is an 8-hr. time-weighted average and is measured with special industrial hygiene equipment. Any exposure above this level requires that the installer take additional protective measures that might include a documented respirator program and medical monitoring.

James Hardie always encourages installers to take every possible precaution to minimize dust exposure levels. In any situation, properly-fitted NIOSH approved respirators (e.g. N95) can be used in conjunction with the proper tools and cutting methods to further limit silica dust exposures and to provide a safer workplace.

If additional concern regarding dust exposure levels exists, if there is concern about exceeding OSHA's PEL, or if the conditions of your jobsite do not allow you to conform to recommended practices, please contact James Hardie at 1-888-JHARDIE (542-7343), or consult with a qualified industrial hygienist (IH). A directory of independent IH consultants can be found at www.aiha.org.

WORK SAFE: FOLLOW JAMES HARDIE PRODUCT CUTTING INSTRUCTIONS

To create and maintain safer jobsites, James Hardie has developed the following "tiered" system to help select the best tools and methods for any given job. **Note:** For maximum protection (i.e. the lowest respirable dust exposures), James Hardie recommends using "Best" cutting methods and tools whenever possible. Please contact James Hardie or consult with a qualified industrial hygienist if unable to adhere to the recommended cutting instructions.

Rating	Tools	Cutting Method	Cutting Volume	Ventilation
Best	 or 	Handheld Shears, Platform Shears, Score and Snap	No Limitations	Indoor/Outdoor
Better	 and  and 	Dust-reducing saws with HardieBlade® saw blade coupled with HEPA vacuum extraction	No Limitations	Outdoor
Good	 and 	Dust-reducing saws with HardieBlade saw blade	Low to Moderate	Outdoor

CUTTING STATION SET UP

Set up all cutting tables or workstations in well-ventilated outdoor areas so that any generated dust is carried safely away from workers. If an area with adequate ventilation is not available, a NIOSH approved respirator should be used.

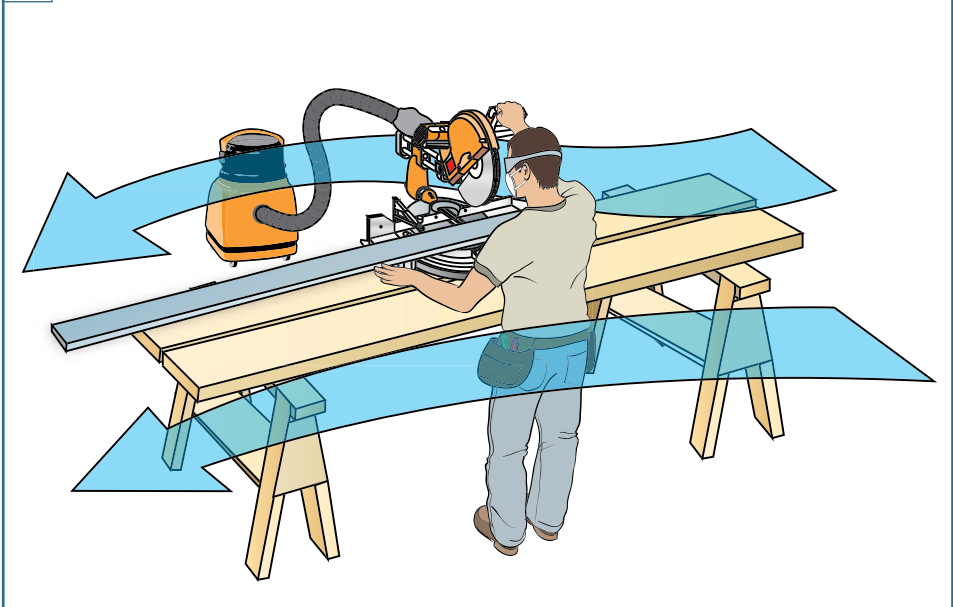
CLEAN UP AND DISPOSAL

OF DEBRIS

When cleaning up dust and debris from cutting James Hardie® products, never use a broom or brush if the debris material is dry. Sweeping dry material may send dust particles into the

user's breathing area. Instead, wet down the debris with a fine mist to suppress dust during sweeping or use a HEPA vacuum. Waste pieces of James Hardie siding and trim products can be disposed of in landfills according to local ordinances. No special handling is required.

2.1 Set up cutting station so that the wind carries dust away from the saw operator.



TIP: As with any pre-finished building product, care should be taken when handling and cutting James Hardie ColorPlus products. At the job-site use a soft cloth to gently wipe any residue or construction dust left on the product

WARNING

Never use high-speed power tools when cutting James Hardie® products indoors.

WARNING

Prior to using any James Hardie® products, all users must read all applicable warnings (including MSDS) and comply with all installation instructions. Failure to do so may result in serious personal injury.

WARNING: AVOID BREATHING SILICA DUST

James Hardie® products contain respirable crystalline silica, which is known to the State of California to cause cancer and is considered by IARC and NIOSH to be a cause of cancer from some occupational sources. Breathing excessive amounts of respirable silica dust can also cause a disabling and potentially fatal lung disease called silicosis, and has been linked with other diseases. Some studies suggest smoking may increase these risks. During installation or handling: (1) work in outdoor areas with ample ventilation; (2) use fiber cement shears for cutting or, where not feasible, use a HardieBlade™ saw blade and dust-reducing circular saw attached to a HEPA vacuum; (3) warn others in the immediate area; (4) wear a properly-fitted, NIOSH-approved dust mask or respirator (e.g. N-95) in accordance with applicable government regulations and manufacturer instructions to further limit respirable silica exposures. During clean-up, use HEPA vacuums or wet cleanup methods-never dry sweep. For further information, refer to our installation instructions and Material Safety Data Sheet available at www.jameshardie.com or by calling 1-800-9HARDIE (1-800-942-7343). FAILURE TO ADHERE TO OUR WARNINGS, MSDS, AND INSTALLATION INSTRUCTIONS MAY LEAD TO SERIOUS PERSONAL INJURY OR DEATH.

SD050905

Tools for Cutting and Fastening Fiber-Cement Products

James Hardie promotes certain tools and products for the safest and best way to cut their fiber-cement products, consistent with its best practice recommendations (please refer to page 6-7). However, please consult tool manufacturer instructions and guidelines for the safe operation of specific tools. The tools listed here are not made for, or by, James Hardie Building Products, Inc. and James Hardie accepts no liability for their use or misuse.

SHEARS

Because shears produce less dust than high-speed tools, they are the preferred method of cutting lap and panel siding products. Both electric and pneumatic shears are available, and they may be used for cutting indoors as well as outdoors. Shears are available that can make straight or radius cuts in fiber cement products with relative ease. Shears cannot be used to cut HardieTrim® boards.



TIP: For the smoothest cuts, when cutting James Hardie® siding products with a shear or circular saw, cut the board face down. When using a miter saw, cut the board face up. If installing James Hardie siding products with ColorPlus® Technology, leave the protective laminate film in place while cutting.

CIRCULAR SAWS

When cutting any James Hardie siding, soffit, or trim product with a circular saw, use only tools that are designed specifically for dust reduction. A dust-reducing circular saw has either a deflector to direct any dust away from the user's breathing area or a collection box to capture the dust. James Hardie recommends that a HEPA-equipped vacuum system be used in conjunction with any circular saw. (Circular saws should only be used in outdoor, well-ventilated areas.)



WARNING

The HardieBlade® saw blade is specifically designed to cut fiber cement products while minimizing the amount of respirable silica dust. Never use continuous-edge diamond blades, abrasive discs, or high tooth count circular saw blades when cutting James Hardie siding products. ONLY blades with the HardieBlade saw blade trademark should be used when cutting.



WARNING

Always make sure the saw manufacturer's safety equipment is in place and in good working order.

HEPA VACUUMS

Always use a vacuum equipped with a HEPA filter to help minimize the amount of respirable dust during power saw cutting and clean-up. Many vacuums are designed to connect directly to power tools and run only when the power tool is being operated. In addition to a HEPA filter, using a disposable drywall or collection bag is recommended to extend the life of the HEPA filter and make disposal easier and safer.



WARNING

Caution: Tools and blades designed to reduce breathable silica do not always result in safe levels by themselves. Many other factors can influence dust exposure including jobsite ventilation, the amount of material being cut and breathing protection being used. If uncertain about exposure or protection in a specific situation, always consult a qualified industrial hygienist to determine actual exposure levels.

POWER MITER SAWS

Like circular saws, a power miter saw should only be operated outdoors in well-ventilated areas. Power miter saws should be equipped with a HardieBlade® saw blade and should be used in conjunction with a vacuum equipped with a HEPA filter for maximum dust protection.



WARNING

Never use high-speed power tools when cutting James Hardie® products indoors.

SAW BLADES

Traditional blades that are not designed for cutting James Hardie products may generate excessive dust, cut slowly, or exhibit premature wear. The HardieBlade® saw blade is a unique circular saw blade designed to generate less respirable dust than a traditional saw blade or continuous rim diamond blade. The HardieBlade can also be used to cut the full line of James Hardie products and are available in 7 1/4-in., 10-in., and 12-in diameters. To extend the life of a HardieBlade saw blade, do not use it to cut any materials other than fiber cement.



Tools for Cutting and Fastening Fiber-Cement Products

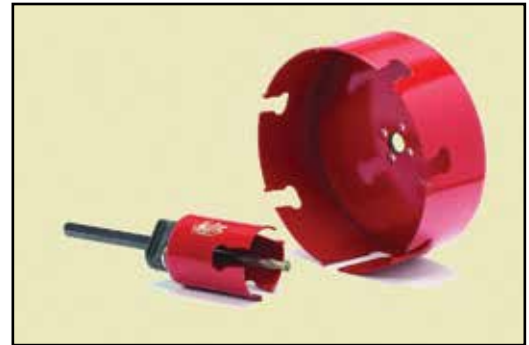
JIG SAWS

Jig saws equipped with a fiber-cement cutting blade may be used to cut service openings, curves, radii, scrollwork, and other irregular shapes in James Hardie® products. Because most jig saws are not equipped with dust collection capabilities, these tools also should only be used outdoors in well-ventilated areas and for limited amounts of cutting.



DRILLING FIBER CEMENT

When required to drill a hole in fiber cement products, a masonry bit should be used. For larger holes, a carbide tipped hole saw can be used. Due to the lack of dust collection, drills and hole saws should only be used outdoors in well-ventilated areas and for limited amounts of cutting. For best results, use a hole saw specifically designed for fiber cement.



www.malcoproducts.com

LAP GAUGES

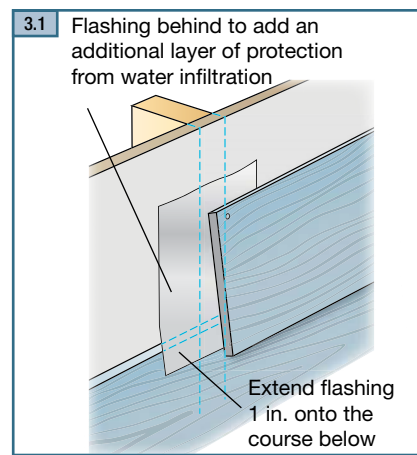
Several different methods exist to ensure proper spacing and overlap of fiber cement products. The slowest method is to snap a chalk line with the proper spacing above each row of fiber cement as it is being installed. The siding gauge leads all other alignment devices in ease of use, speed, and effectiveness. James Hardie recommends the use of siding gauge when installing lap siding. When installing HZ5®, special care must be taken when using lap gauges so the drip edge is not damaged. For best results, use a Siding Gauge that is specifically designed for HZ5®.



www.pactool.us

JOINT FLASHING

Flashing behind butt joints provides an extra level of protection against the entry of water at the joint. James Hardie recommends 6-in. wide flashing that overlaps the course below by 1 in. Some local building codes may require different size flashing. Joint-flashing material must be durable, waterproof materials that do not react with cement products. Examples of suitable material include finished coil stock and code compliant water-resistant barriers. Other products may also be suitable.



POWER NAILERS AND DIRECT-TO-STEEL FASTENING TOOLS

Pneumatic nailers and cordless nailers can be used to attach James Hardie products to wood, steel, or masonry substrates. Pneumatic tools require the use of an air compressor with a hose. Finish nailers should be used for HardieTrim® boards only. Additionally, direct-to-steel tools such as those made by ET&F are designed specifically for fastening to steel framing. Refer to the product-specific installation instructions in each section for fastener choices.

Power nailers recommended for attaching James Hardie products are siding nailers, roofing nailers and finish nailers. Below is a chart showing the appropriate nailer for each of the James Hardie siding and trim products. Be sure that the nailer chosen fires the fastener recommended for each product for the specific installment situation.

PNEUMATIC NAILER USAGE WITH JAMES HARDIE® PRODUCTS

Siding Guns



- HardiePlank® Lap Siding
- HardiePanel® Vertical Siding
- HardieShingle® Panels
- HardieSoffit® Panels

Roofing Guns



- HardiePlank® Lap Siding
- HardiePanel® Vertical Siding
- HardieShingle® Panels

Finish Guns



- HardieTrim® 5/4, 4/4 Boards
- HardieTrim® Batten Boards

TIP: If framing nailers are used to install James Hardie products, be sure they are fitted with a flush mount attachment to control nail seating depth.

Tools for Cutting and Fastening Fiber-Cement Products

NAIL & PIN GUNS

Pneumatic nail guns can be used to attach James Hardie products to wood, steel or masonry substrates. Finish nail guns can be used for HardieTrim® board only. Refer to the product specific installation instructions for fastener choices. Below are examples of commonly used nail guns.

Hitachi (www.hitachipowertools.com)*
 (NT65A2) 2 1/2" 16 guage Finish Nailer
 (NV65AH) 2 1/2" Siding Nailer
 (NV45AB2(S)) 1 3/4" Coil Roofing Nailer
 (NV75AG) 3" Coil Nailer

Dewalt (www.dewalt.com)*
 (D51257K) 1-1/4" - 2-1/2" 16 Gauge
 Straight Finish Nailer Kit

ET&F Fastening Systems (www.etf-fastening.com)*
 (500) Nailer to Steel Studs
 (510) Nailer to Steel Studs
 (610) Nailer to Steel Studs
 (110) Finish Nailer to Steel Studs

Duo-Fast (www.duo-fast.com)*
 (P275C) Siding Coil Nailer

Porter Cable (www.deltaportercable.com)*
 (COIL250) 2 1/2" Coil Nailer

Aerosmith (www.AerosmithFastening.com)
 (ST4100/ST4200) Nailer to Steel Studs
 (HN120) Nailer to Masonry
*Requires special high pressure air compressor
 model number AKHL1050E*



NV65AH



NT65A2



NV45AB2(S)



NV75AG



DC616KA†



P275C



ET&F 510



610 ET&F



110 ET&F

ST4100/
ST4200

HN120

USEFUL HAND TOOLS

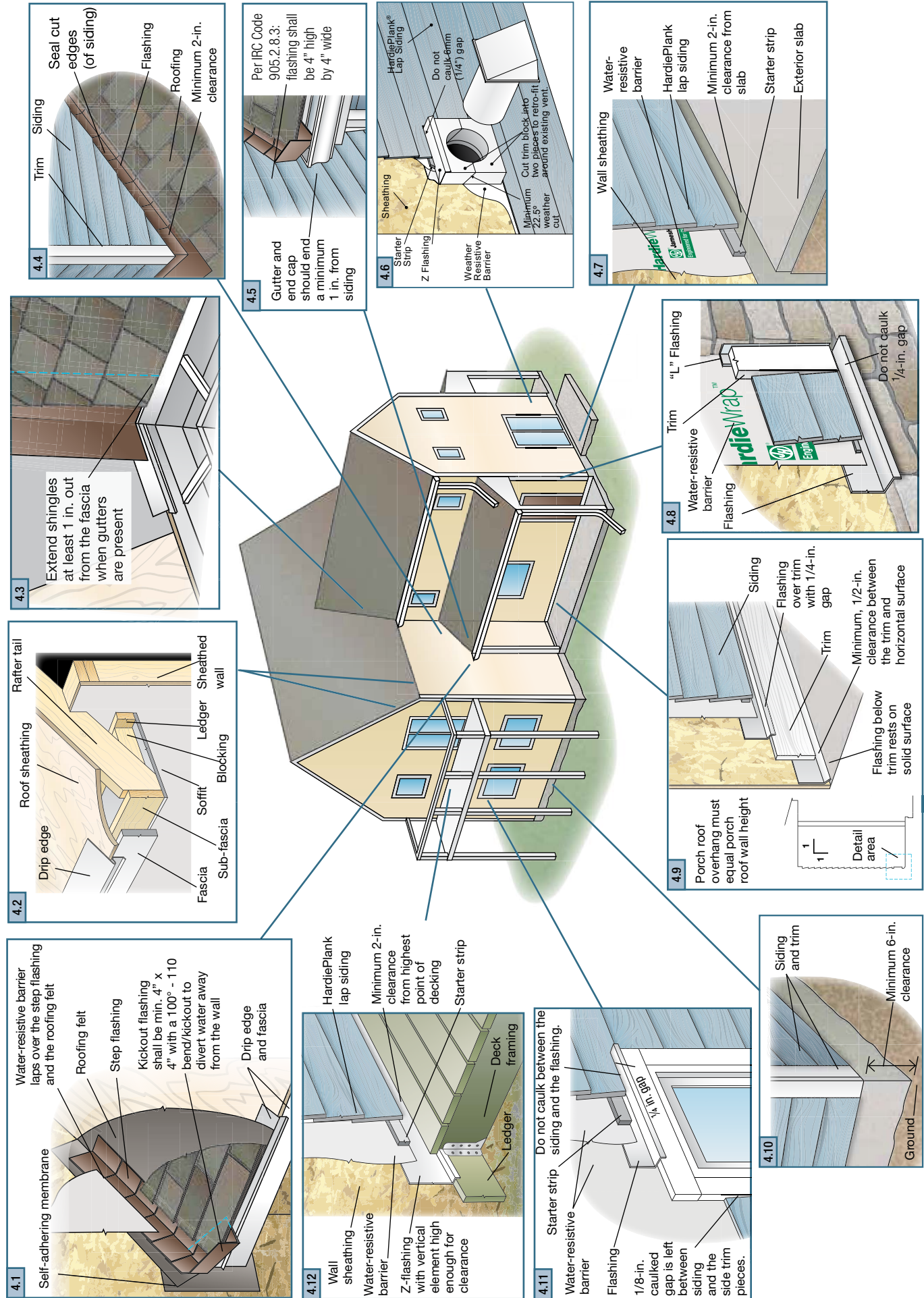
In addition to the power tools listed above, certain hand tools are necessary for the installation of James Hardie® siding and trim products.

These include:

- 25-ft. contractors tape measure
- Torpedo level
- Pencil or pen
- Smooth-faced hammer
- Speed square
- 4-ft. or longer level

TIP: If hand nailing, use a smooth faced hammer to avoid marking the product. Waffle-headed hammers should not be used when hand nailing James Hardie siding and trim products.

General Installation Requirements



General Installation Requirements (continued)

FRAMING AND SHEATHING

Refer to the appendix for more information on rigid foam insulation.

James Hardie® siding and trim products can be installed over braced wood or steel studs spaced at a maximum of 24 in. on center or directly to $\frac{7}{16}$ -in. thick OSB or equivalent sheathing. These products can also be installed over solid-foam insulation board up to 1-1/2 in. thick.

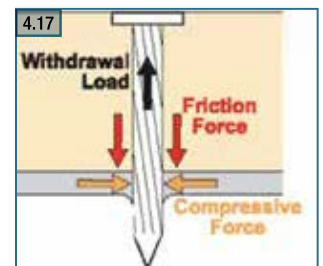
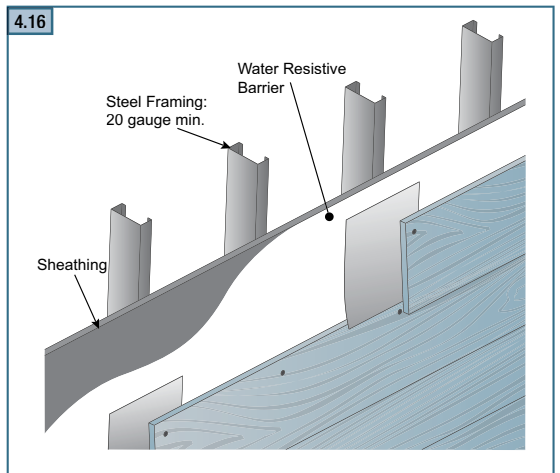
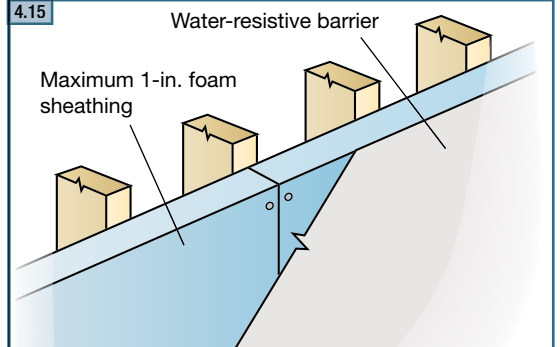
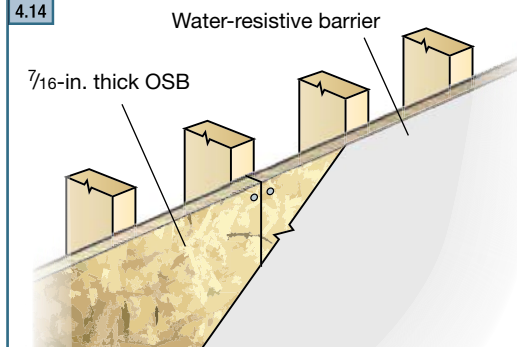
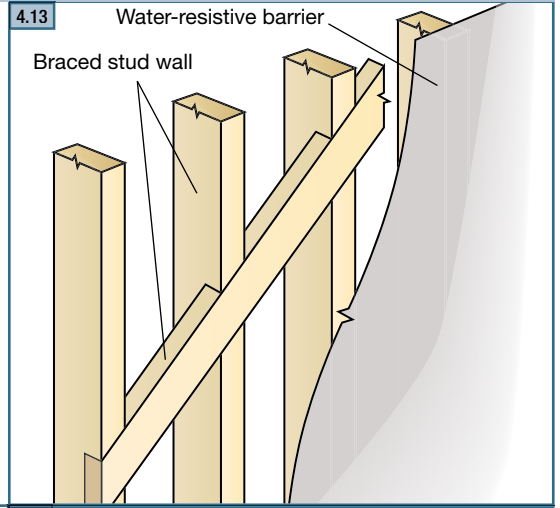
Irregularities and unevenness in framing, sheathing, foam and other wall assembly components, including under driven nails, can telegraph through to the finished siding and trim. These irregularities should be corrected before the siding is installed.

When installing James Hardie siding and trim products over steel studs James Hardie requires a minimum 20 gauge and recommends a maximum of 16 gauge. Steel framing that is outside of this range may be too flimsy to provide adequate holding power or too heavy for some fastening systems.

When using pins to attach siding products to steel, it is important to hold the material tight to the steel framing when driving the pin as the pin will not pull the material tight to the framing the same as a nail into wood will. Once the pin has been driven into the steel stud it is also important to not set or hit the nail a second time with a hammer. When driven into steel, the ballistic-shaped point uniformly pierces the steel instead of drilling it out or tearing the steel. The displaced steel rebounds around the pin to create a strong compressive force on the shank of the pin. When the pin is hit with a hammer it disrupts the compressive and frictional forces holding the pin and significantly reduces the overall holding capacity of the pin. If the pin does not set properly during the first attempt, the pin should be removed and replaced with a second pin.

When using a screw to attach James Hardie products to steel, a screw with a self tapping point should be used. A self tapping screw functions by having a cutting edge which drills away the material, making a tiny hole for the screw to go into. Some self tapping screws may be wing tipped which are intended to bore out the fiber cement (creating a pilot hole), and will break off as the screw goes into the steel. Either type of screw is acceptable for use.

Refer to the correct code compliance reports when selecting a fastener for steel applications and choose the corresponding tools from the tool section of this guide.



WATER-RESISTIVE BARRIER

Prior to siding, make sure the water-resistive barrier is properly installed according to the manufacturers' instructions. Refer to page #30 for more information on HardieWrap® weather barrier including complete installation requirements.

IBC Code Reference: "1403.2 Weather protection. Exterior walls shall provide the building with a weather-resistant exterior wall envelope. The exterior wall envelope shall include flashing, as described in Section 1405.3. The exterior wall envelope shall be designed and constructed in such a manner as to prevent the accumulation of water within the wall assembly by providing a water-resistive barrier behind the exterior veneer, as described in Section 1404.2, and a means for draining water that enters the assembly to the exterior. Protection against condensation in the exterior wall assembly shall be provided in accordance with the International Energy Conservation Code.

Exceptions:

1. A weather-resistant exterior wall envelope shall not be required over concrete or masonry walls designed in accordance with Chapters 19 and 21, respectively.
2. Compliance with the requirements for a means of drainage, and the requirements of Sections 1404.2 and 1405.3, shall not be required for an exterior wall envelope that has been demonstrated through testing to resist wind-driven rain, including joints, penetrations and intersections with dissimilar materials, in accordance with ASTM E 331 under the following conditions..."

STAGING

Heavy building products and components such as roofing, drywall and floor coverings should be stored throughout the structure prior to the installation of the siding. Distributing the weight in this manner will reduce the possibility of floor plate compression on two or more story homes.

FLASHING

When using James Hardie siding, trim, and weather barrier products, make sure that roof flashing, water table flashing, window and door flashing, and flashing for other building envelope penetrations are properly installed and lapped so that moisture drains down and to the exterior. Note: The successful installation of flashing requires thorough planning before installation of roofing or siding. Scheduling and sequencing are important factors as well as having the correct flashings available on site at the correct time. James Hardie does not recommend the use of mill finished, raw aluminum flashing or any other product that may bleed or adversely react with cement products. Painted or coated aluminum flashings are recommended.

Manufacturers of ACQ and CA preservative-treated wood recommend spacer materials or other physical barriers to prevent direct contact of ACQ or CA preservative-treated wood and aluminum products. Fasteners used to attach HardieTrim Tabs to preservative-treated wood shall be of hot dipped zinc-coated galvanized steel or stainless steel and in accordance to 2009 IRC R317.3 or 2009 IBC 2304.9.5.

IBC Code Reference: "1405.3 Flashing. Flashing shall be installed in such a manner so as to prevent moisture from entering the wall or to redirect it to the exterior. Flashing shall be installed at the perimeters of exterior door and window assemblies, penetrations and terminations of exterior wall assemblies, exterior wall intersections with roofs, chimneys, porches, decks, balconies and similar projections and at built-in gutters and similar locations where moisture could enter the wall. Flashing with projecting flanges shall be installed on both sides and the ends of copings, under sills and continuously above projecting trim."

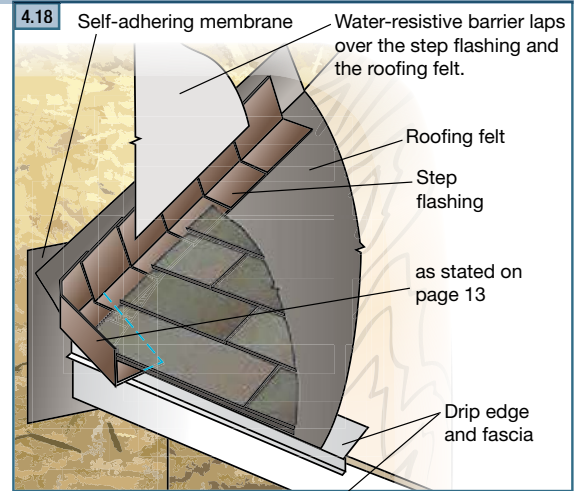
General Installation Requirements (continued)

ROOF-TO-WALL FLASHING

Due to the volume of water that can run down a sloped roof, one of the most critical flashing details is where a roof intersects with a sidewall. Install a self-healing adhesive-backed membrane along the roof/wall intersection before flashing. The membrane on the wall should extend behind the eaves framing and should be installed before the sub-fascia or trim goes on.

The roof should then be flashed to the wall with step flashing positioned at every shingle course. Where the roof begins at its lowest point, install a kickout flashing to deflect water away from the siding. Kickout flashing can be made by cutting and bending a piece of step flashing at an angle. The water-resistive barrier on the wall should then lap over the step flashing.

There are several companies that sell pre-made kickout flashings that are designed to divert water away from the wall. Below is an example of a preformed polypropylene kickout. Be sure to follow all manufacturer's installation instructions.



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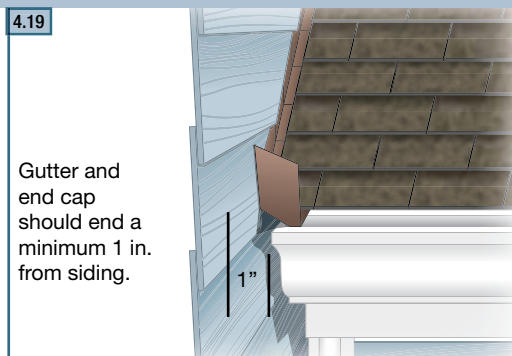
WARNING

Caution: The kickout flashing shall be min. 4" x 4" as required by IRC code R905.2.8.3 and be angled between 100° - 110° to deflect water from dumping behind the siding and the end of the roof intersection

GUTTERS

If gutters are installed, they should not terminate against siding or trim. Maintain a 1-in. clearance between the siding and the gutter end-cap. Kickout flashings should be installed on the roof above to divert roof runoff into the gutters and away from the 1-in. gap.

The amount of water that can be generated from a rain shower or storm can be substantial. Managing the collection and distribution of this water is important over the life of a home.



TIP: James Hardie recommends the use of rain gutters whenever possible.

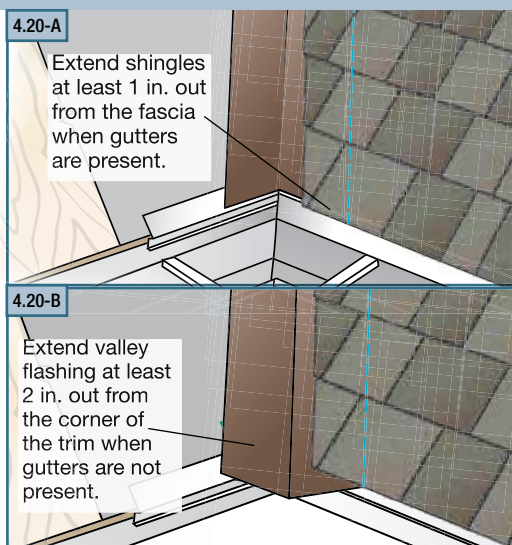
IBC Code Reference: "1503.2.1 Locations. Flashing shall be installed at wall and roof intersections, at gutters, wherever there is a change in roof slope or direction and around roof openings..."

VALLEY FLASHING

For added protection at roof valleys, James Hardie requires one of the following options:

- 1) **If rain gutters are present:** As the roof is being shingled, have the roofer extend the shingles at least 1 in. out from the fascia to direct water directly into the gutters (figure 4.20-A).
- 2) **If rain gutters not present:** When rain gutters are not present, have the roofer extend the valley flashing at least 2 in. out from the corner to direct water further away from the building (figure 4.20-B).
- 3) If the roof is already flashed and shingled, add a short piece of flashing to extend the valley in compliance with figure 4.20-B.

The above requirement also applies to roof valley's at any other locations where the fascia runs into a roof line such as dormer valleys and roof-to-roof intersections.



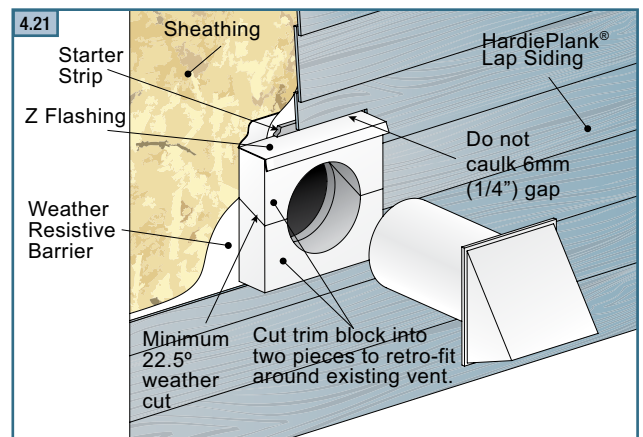
General Installation Requirements (continued)

PENETRATIONS

For penetrations in the building envelope such as hose bibs and holes 1 1/2" diameter or larger, such as dryer vents, a block of HardieTrim® 5/4, 4/4 boards shall be installed around the point of penetration. Blocking **should** be a minimum 3" radius greater than the radius of the penetration. To install a block around an existing vent pipe, it may be necessary to cut the block into two pieces. In this case, weather-cut the trim to fit it into place. Install flashing over the top of the trim block.

Penetrations through a building envelope are made to accommodate needs such as hose bibs, dryer and furnace vents, electrical conduit, etc. It is important to restore the weather-resistant barrier of the home after cutting a hole for the penetration.

There are several pre-made blocking and flashing products available that can simplify the installation of a penetration. One such example is Sturdimount®. Be sure to follow all manufacturer's installation instructions.



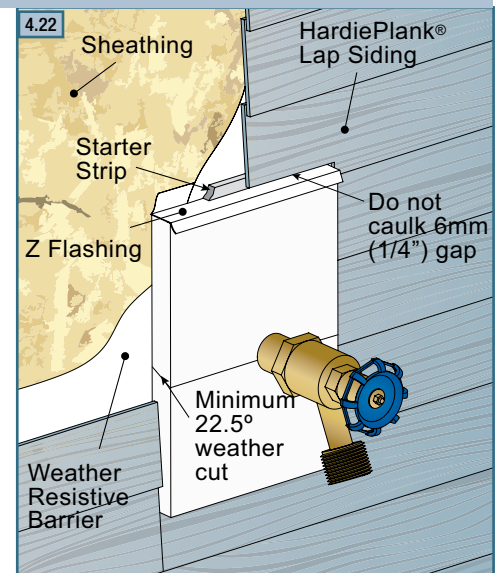
SturdiMount®

TIP: As most penetrations will require blocking and flashing, some planning is required. As the trim is ordered for the home, don't forget to order some extra to serve as blocking.

HOSE BIBS

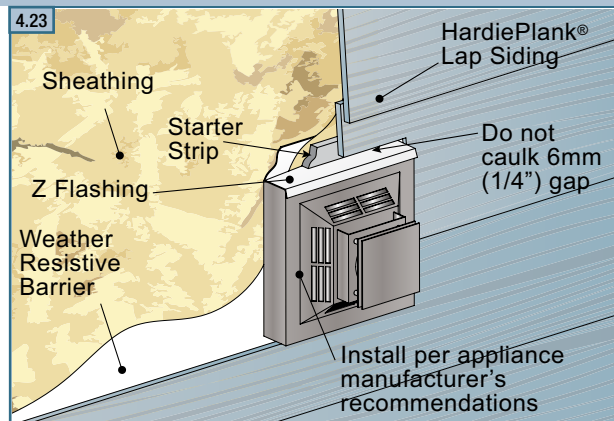
Hose bibs are a source of water which increases the likelihood of moisture related problems. The goal is to keep the water outside of the building and the best way to do this is keep the water off the walls. A good preventative measure is to extend the hose bib further from the wall. A downward slope on the water pipe as it leaves the building will also encourage any slow leaks to fall away from the home.

Large piping over 1 1/2" diameter is required to have blocking and flashing at the penetration. A block of HardieTrim® 5/4, 4/4 boards should be installed around the point of penetration. To install a block around an existing pipe, it may be necessary to cut the block into two pieces. In this case, weather-cut the trim to fit it into place. Install flashing over the top of the trim block.



HOT AIR VENTS (Dryer, Stove, Furnace, Heater, Etc.)

For hot air vents including dryer vents, stove vents, and furnace and heater exhaust, it is important to move the air away from the building envelope. As the vent is installed, a path for that moisture to leave the area should be identified. Consider what is being vented and where it is going before installing the vent. For instance, a dryer vent directly under an eave is going to force hot, moist air to rise and collect at the soffit. A good preventative measure for many vents is to increase the distance they extend from the wall to help expel moisture from the building.



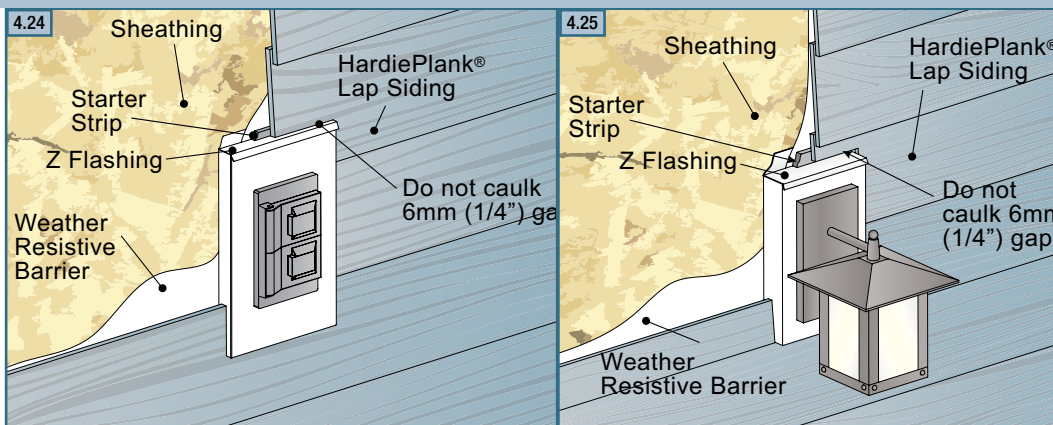
For dryer vents, avoid placement too low to the ground where debris could easily impede air flow, trapping heat and moisture. Some types of high efficiency furnaces can be vented out through the walls. In these cases, avoid locating the vent too close to the roof or eaves where heat and moisture will be trapped.

TIP: Consider location of the vent prior to installation and consider extending the vent further from the wall.

Any vent piping is required to have blocking and flashing at the penetration. A block of HardieTrim® 5/4, 4/4 boards should be installed around the point of penetration. The blocking should extend 3-4" along the wall from the edge of the vent. To install a block around an existing vent, it may be necessary to cut several blocks, with weather-cuts on each piece. Flashing must be installed over the top of the trim block.

LIGHTS AND ELECTRICAL OUTLETS

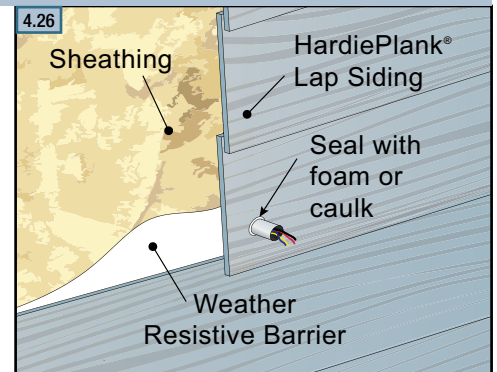
Lights and Electrical boxes should have the same flashing and blocking as other large penetrations such as vents. Many lights utilize square electrical boxes. Blocking a square object should still incorporate the best practices of an angled weather cut, when necessary.



General Installation Requirements (continued)

WIRES, CONDUIT OR OTHER FIXED PIPES

For small penetrations such as wires, electrical conduit, and pipes less than 1 ½ " in diameter (excluding hose bibs) no blocking is necessary. The circumference of pipe or wire should be sealed with a barrier foam and/or caulked.

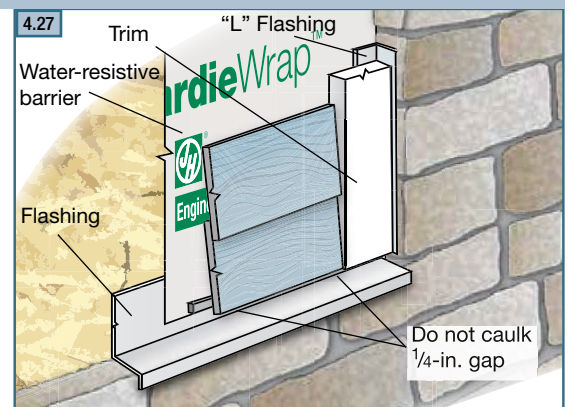


AIR CONDITIONERS, SERVICE PANELS, AND OTHER WALL MOUNTED DEVICES

Wall mounted devices and air conditioners represent large penetrations into the building envelope and structure. Before installing a unit, please consult the architect or structural engineer to determine if additional bracing is necessary. The device should be installed per manufacture's instructions and flashed properly. Any condensate drains should extend out 4" from the wall, and angle down.

BUTTING TO MORTAR OR MASONRY

James Hardie® siding and trim products should not be butted directly against mortar or masonry, including stone, brick, or concrete block. In these situations, a flashing should be installed to isolate the trim or siding from the mortar or masonry.

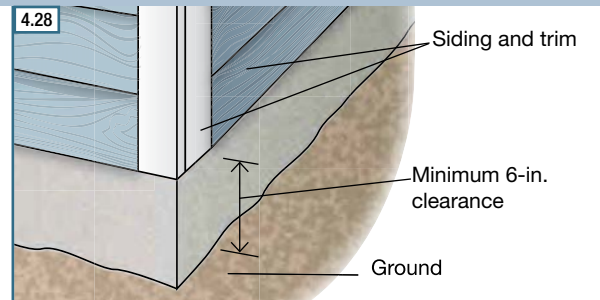


CLEARANCES

James Hardie specifies clearances to ensure the long-term durability of their products and the buildings on which they are installed. Failure to provide the proper clearances, as specified below, may affect performance of the building system, violate building codes or James Hardie requirements, and may void any warranty on the products.

SIDING TO GROUND CLEARANCE

James Hardie products must be installed with a minimum of 6-in. clearance to the ground on the exterior of the building. Clearances greater than 6-in. may be required in accordance with local building codes. Foundations are typically required to extend above the adjacent finished grade a minimum of 6-in. or as required by local building codes.

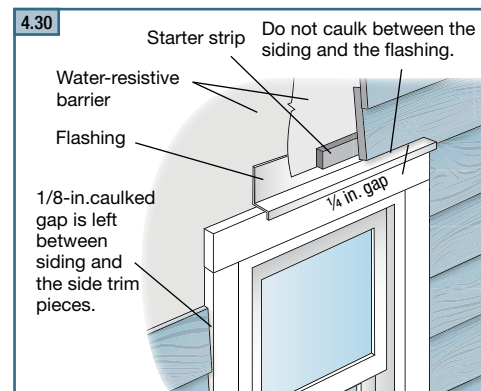
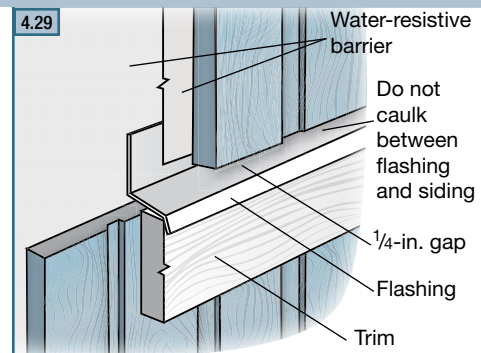


IBC Code Reference: "1803.3 Site grading. The ground immediately adjacent to the foundation shall be sloped away from the building at a slope of not less than one unit vertical in 20 units horizontal (5-percent slope) for a minimum distance of 10 feet (3048 mm) measured perpendicular to the face of the wall..."

SIDING TO FLASHING CLEARANCE

A 1/4-in. clearance must be maintained between James Hardie® siding and trim products and any horizontal flashing.

All horizontal flashing should be installed with a positive slope in such a way that it promotes proper drainage and does not allow moisture to pool on top of the flashing.



General Installation Requirements (continued)

General Product Information

Working Safely

Tools for Cutting and Fastening

General Installation Requirements

General Fastener Requirements

Finishing and Maintenance

HardieWrap® Weather Barrier

HardieTrim® Boards/Battens

HardieSoffit® Panels

HardiePlank® Lap Siding

HardieShingle® Siding

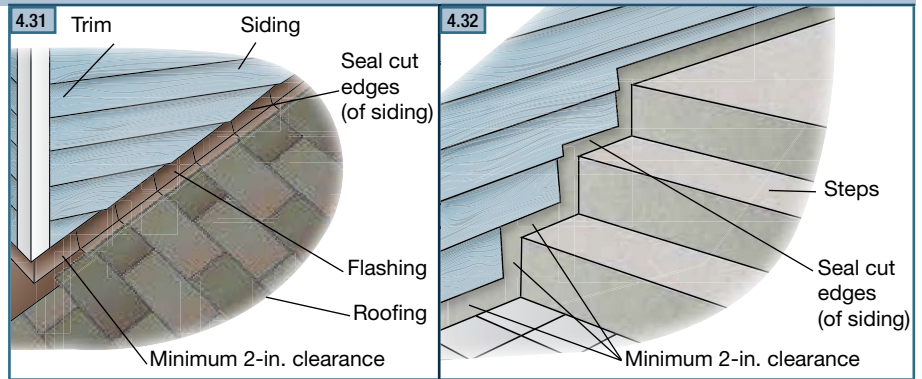
HardiePanel® Vertical Siding

Appendix/Glossary

ESR-1844 & 2290 Report

SIDING AND TRIM TO SOLID SURFACES

A clearance of 2 in. must be maintained between James Hardie siding and trim products where they meet roofs, decks, paths, steps, driveways or any other solid surfaces.

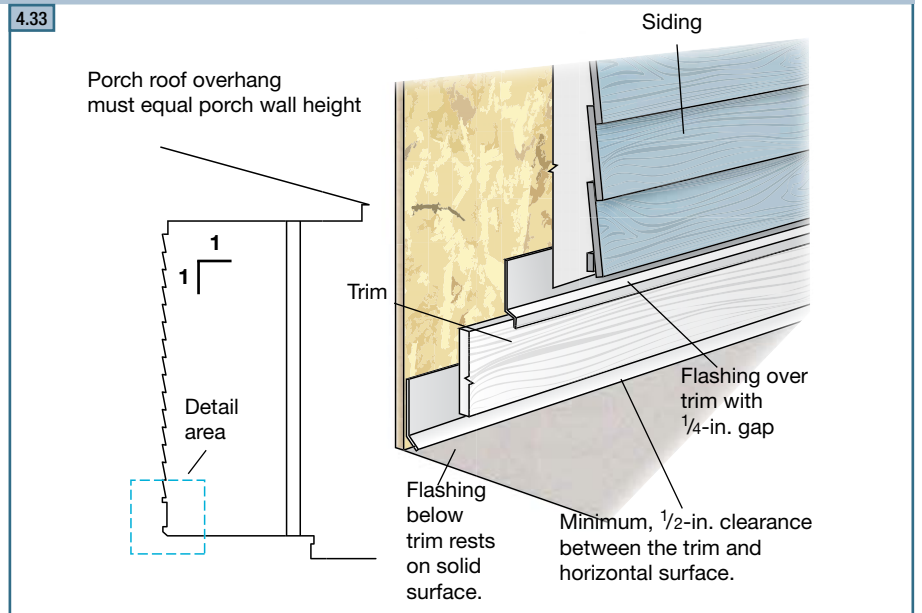


IBC Code Reference: "1503.2.1 Locations. Flashing shall be installed at wall and roof intersections, at gutters, wherever there is a change in roof slope or direction and around roof openings..."

IRC Code Reference: "905.2.8.3 Sidewall flashing. Base flashing shall be continuous or step flashing shall be a minimum of 4" in height and 4" in width

CLEARANCES FOR SHELTERED AREAS

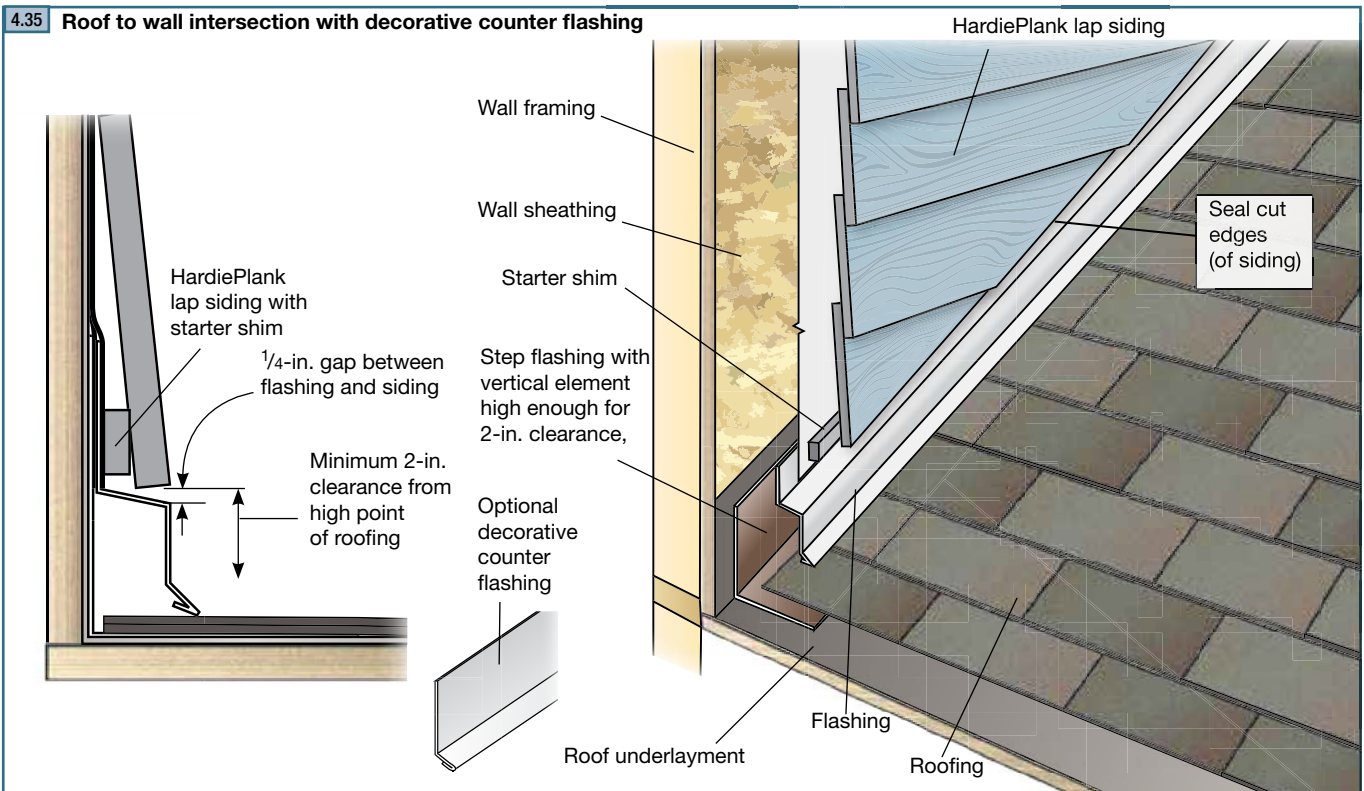
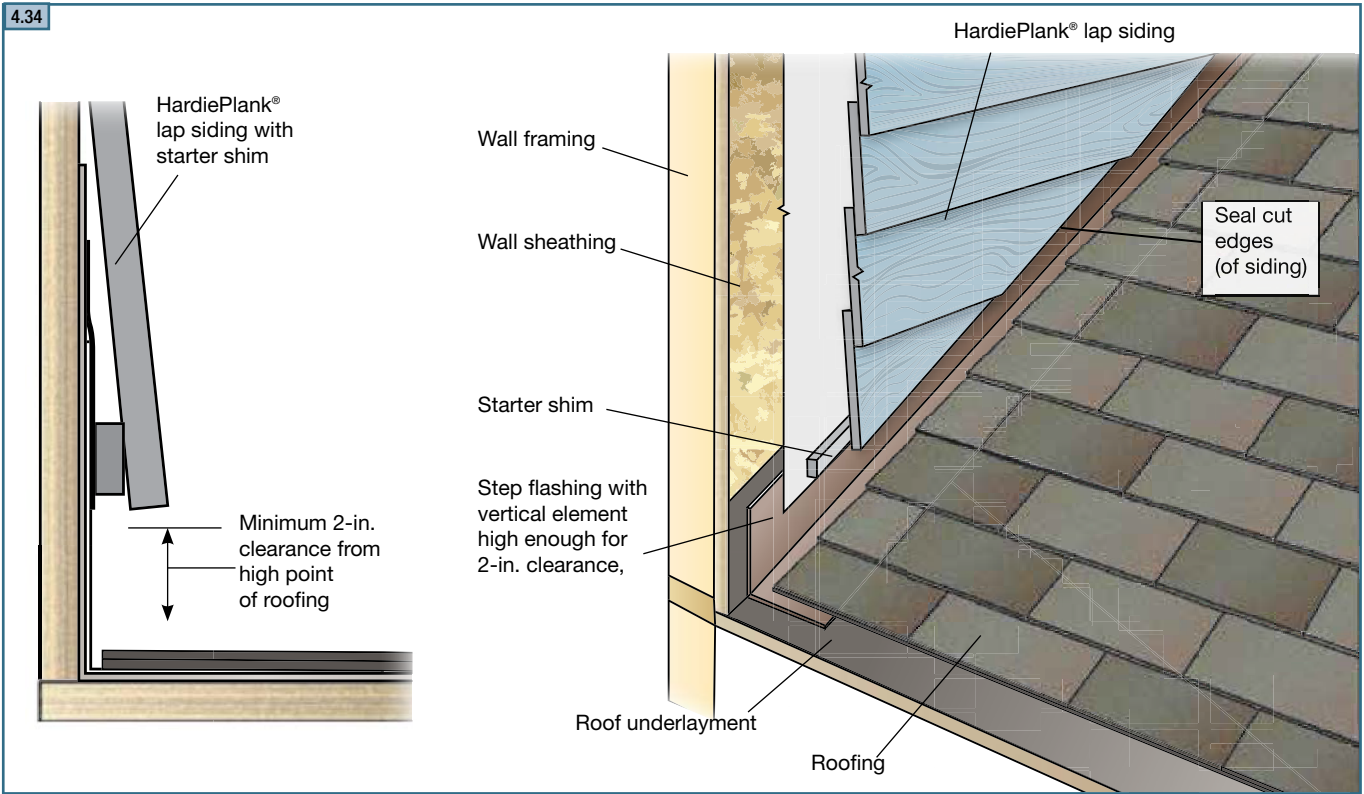
Porches or other structures that maintain a minimum 1:1 ratio of the wall height to the overhang length provide extra protection, which keeps rain and other weather elements away from the siding. These areas may be designated as Sheltered Areas. In these areas, a minimum 1/2-in. clearance is required with appropriate flashing between the bottom of James Hardie trim or siding and solid horizontal surfaces.



WARNING

James Hardie siding and trim products must not be installed such that they remain in contact with standing water.

Here are examples of details that can help improve the aesthetics of clearance requirements. Check with a design professional and local building officials to ensure that the chosen details are correct for their intended purpose and location.



General Installation Requirements (continued)

General Product Information

Working Safely

Tools for Cutting and Fastening

General Installation Requirements

General Fastener Requirements

Finishing and Maintenance

HardieWrap® Weather Barrier

HardieTrim® Boards/Battens

HardieSoffit® Panels

HardiePlank® Lap Siding

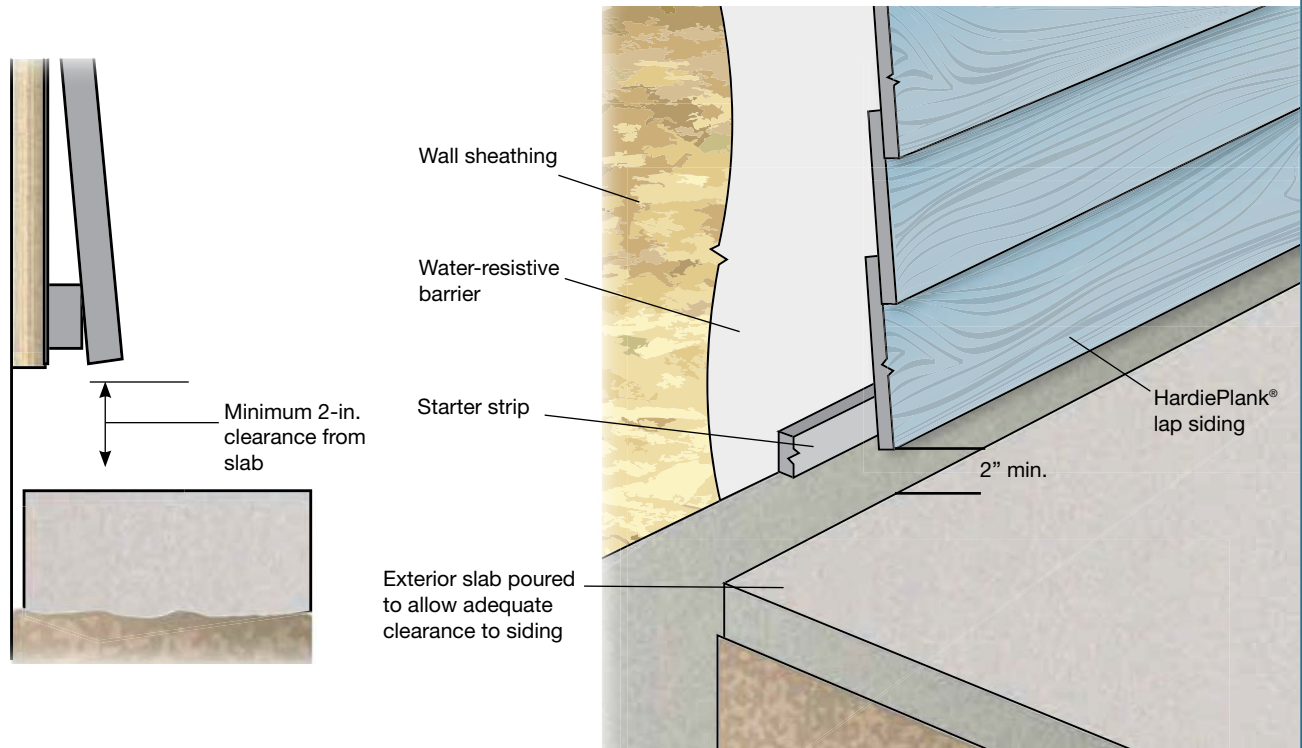
HardieShingle® Siding

HardiePanel® Vertical Siding

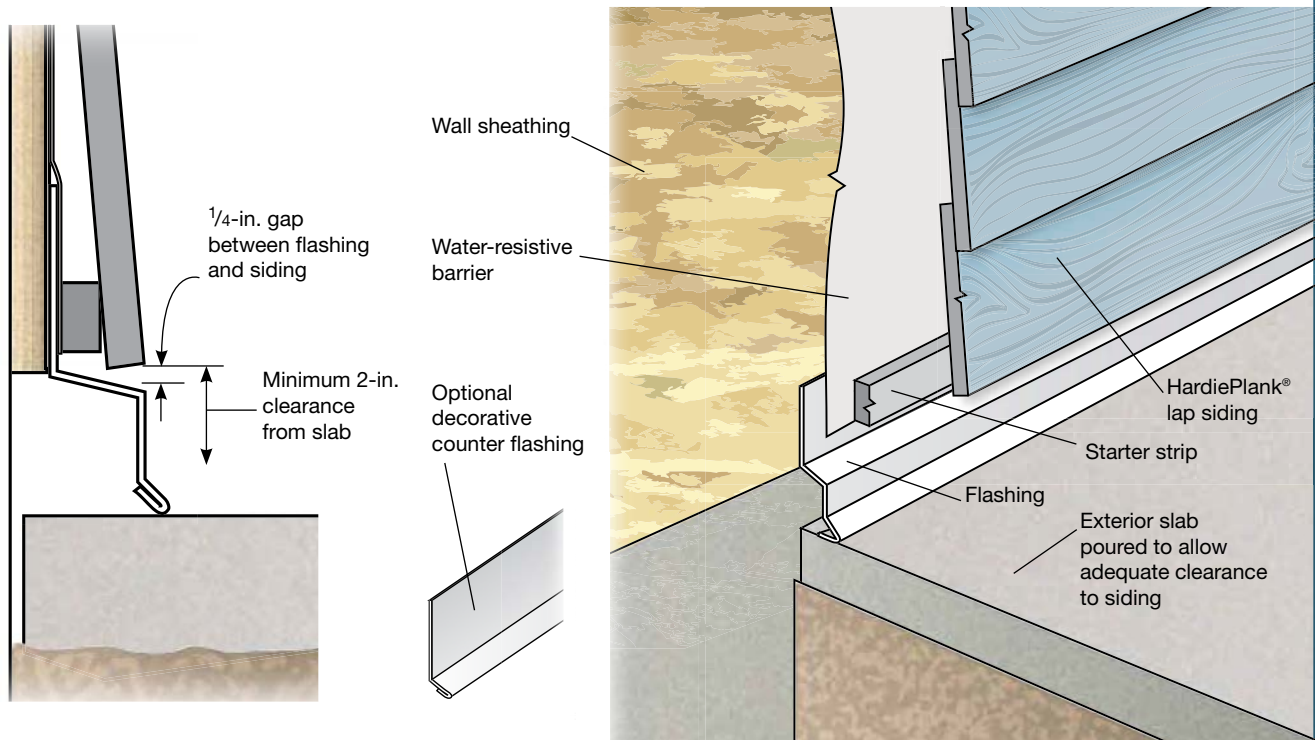
Appendix/Glossary

ESR-1844 & 2290 Report

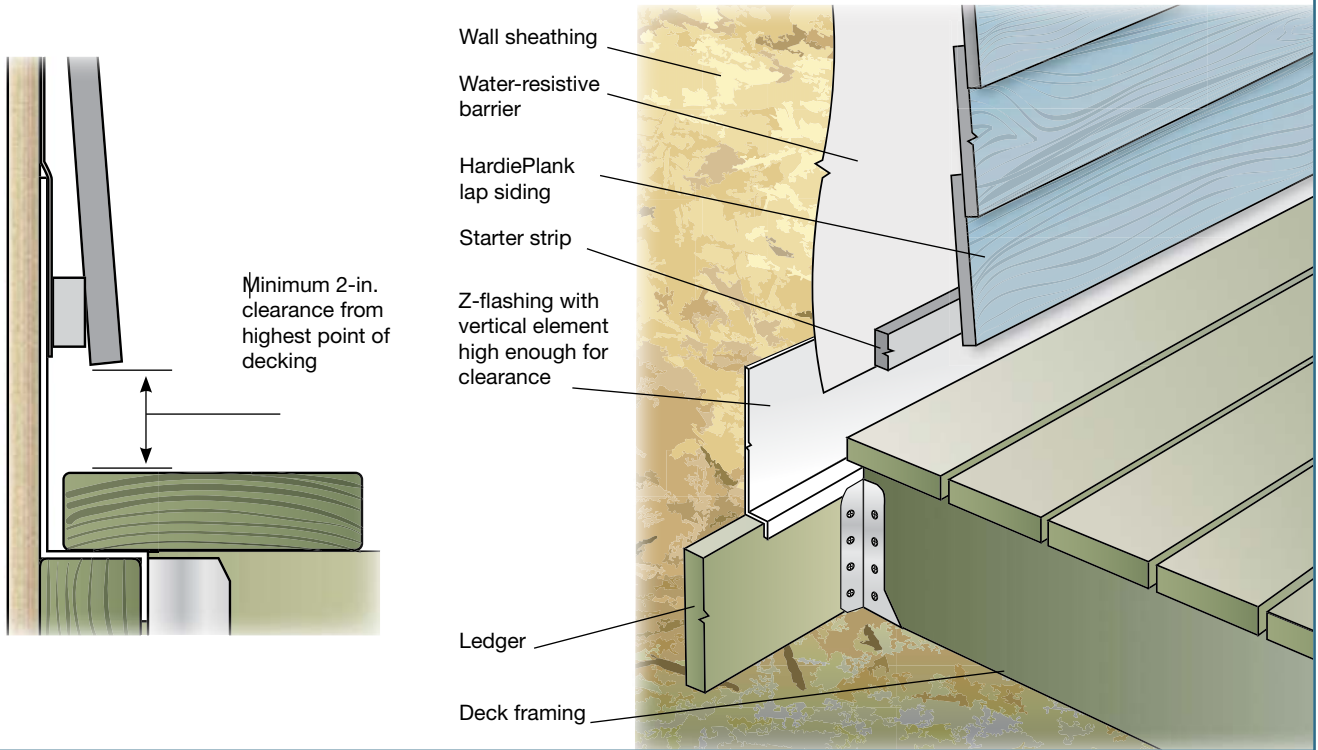
4.36 Wall to exterior slab intersection without decorative counter flashing



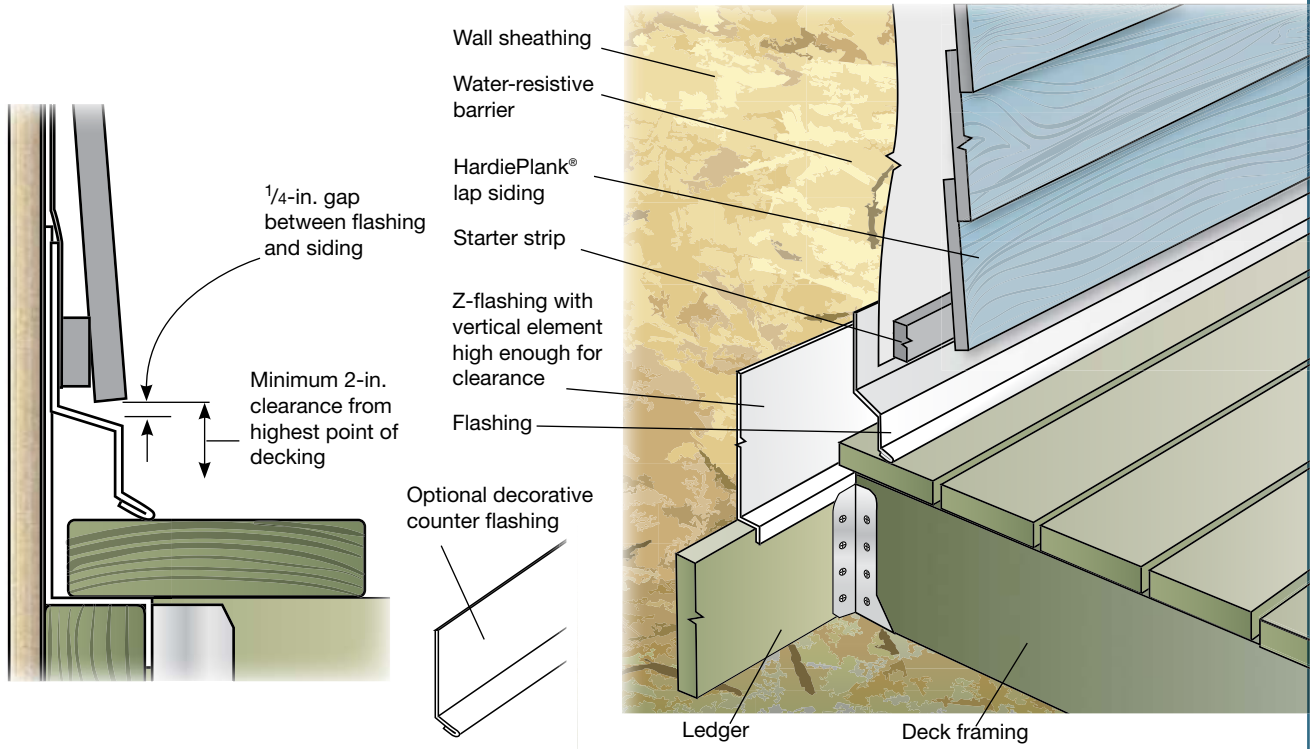
4.37 Wall to exterior slab intersection with decorative counter flashing



4.38 Wall to deck intersection without decorative counter flashing

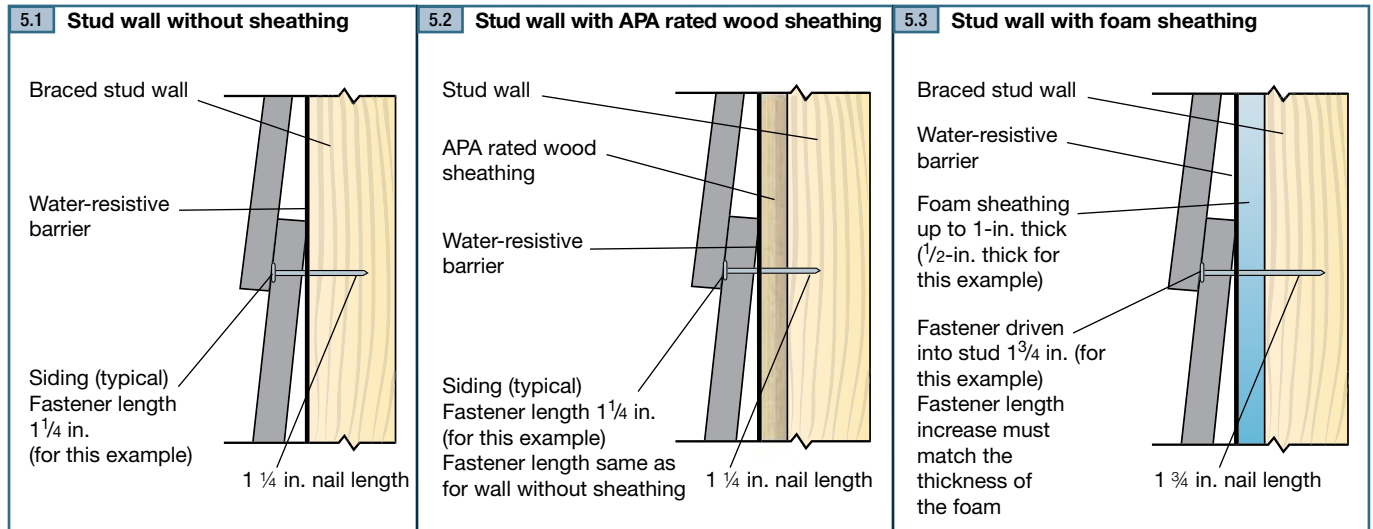


4.39 Wall to deck intersection with decorative counter flashing



General Fastener Requirements

Each product section of the James Hardie Installation Guide contains fastener requirements for that specific product. In general if siding is to be installed over a non-structural sheathing such as foam, gypsum, or builder board, increase the length of the fastener by the thickness of the non-structural sheathing. For example, if a 1 $\frac{1}{4}$ -in. fastener would normally be required for an application, but the siding is being installed over $\frac{1}{2}$ -in. foam sheathing, increase the fastener length by $\frac{1}{2}$ -in. to a 1 $\frac{3}{4}$ fastener length. For siding installation over a framed wall with structural sheathing such as plywood or OSB, the fastener length does not need to be increased.



WARNING

When installing siding over foam sheathing, care must be taken not to overdrive the nails and compress the foam. The resulting unevenness in the wall could distort the siding and give the wall an unsightly wavy appearance.

PNEUMATIC FASTENING

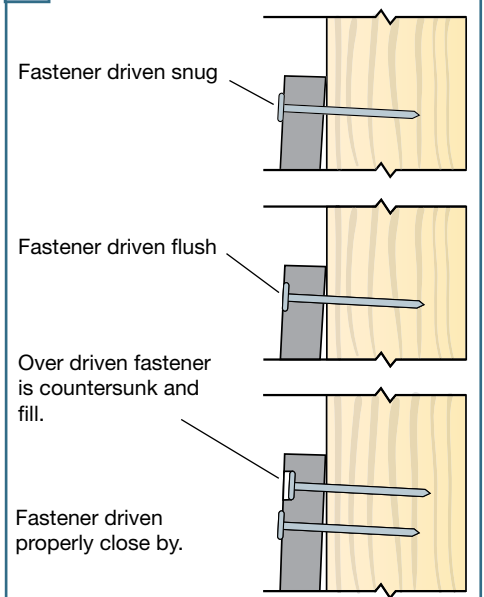
James Hardie® siding and trim products can be hand-nailed or fastened pneumatically. However, fastening with a pneumatic nailer is recommended for speed and consistency. Nails should be driven snug or flush with the surface of the siding.

For pneumatic nailing, set the air pressure so that the nails are driven to the proper depth. A flush mount attachment on the head of the nailer is recommended. If setting the nail depth proves difficult, choose a setting that slightly under-drives the nails. Then drive any under-driven nails snug to the surface with a smooth-faced hammer.

If nails are driven too deep, countersink them with a nail set, and fill, then drive another nail near by to the proper depth. Never use staples to attach James Hardie products.

TIP: Stainless steel fasteners are recommended when installing James Hardie products.

5.4



FINISHING JAMES HARDIE® SIDING AND TRIM PRODUCTS

For best results when painting factory-primed James Hardie® siding and trim products, use high-quality exterior-grade acrylic topcoats. For best results with unprimed James Hardie siding and trim products, prime first with exterior-grade acrylic primer, and then finish with high-quality exterior-grade acrylic topcoats. Two finish coats of paint are recommended.

Use primers and topcoats that are designed and recommended for cement-based building materials such as fiber-cement, masonry, brick or stucco.

WARNING

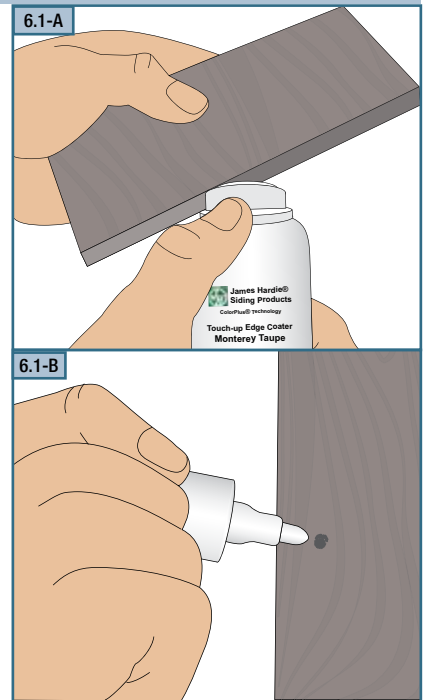
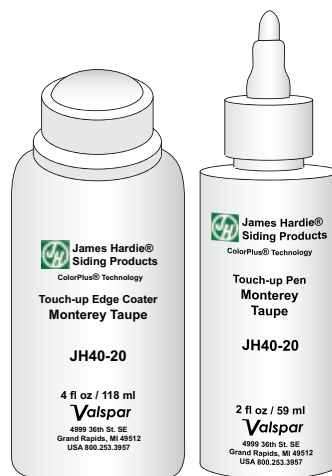
- **Finish factory primed James Hardie siding and trim products within 180 days of installation. Finish unprimed James Hardie siding products within 90 days of installation.**
- **The use of oil-based paints on unprimed fiber cement could result in increased surface roughness, loss of adhesion, cracking or excessive chalking.**
- **DO NOT use stain, oil/alkyd base paint, or powder coating on James Hardie® Products.**
- **Never apply paint to saturated product.**

COLORPLUS® TOUCH-UP

Nicks, scrapes and nail holes may occur during the installation of James Hardie siding and trim products with ColorPlus® Technology. Touch-up pens and edge coaters with matching colors are available at ColorPlus product dealers.

James Hardie ColorPlus® Touch-up pens shall be used sparingly. If any area larger than a dime requires touch-up, replace the damaged siding with a new section of ColorPlus plank or panel.

Edge coating is required for any cuts made in ColorPlus products. Edge coating seals the cut edges of the board as well as making joints and seams in the boards less visible. ColorPlus edge finishes shall be applied with the James Hardie Edge Coater.



Note: Edge Coaters or Touch-up Pens should not be used to touch-up areas that are larger than a dime.

Note: James Hardie [JH] does not approve caulk (including JH Color matched caulk), other caulking or cementitious patching compounds to touch up nail heads, nail holes, dents, cracks or other minor surface blemishes on JH ColorPlus products.

WARNING

Do not allow ColorPlus touch-up to freeze. Apply touch-up when temperature of the air and the siding products is above 40°F (4°C).

Finishing (continued)

COLORPLUS® PRODUCTS WITH PROTECTIVE LAMINATE SHEET

When installing HardieTrim® 5/4, 4/4 boards with ColorPlus® Technology, leave the protective laminate sheet on the board during cutting and installation. To install HardieTrim 5/4, 4/4 boards with ColorPlus® Technology, first fasten the trim using a finish nailer with the nails driven through the laminate sheet. Using a touch-up pen that matches the color of the trim, cover up the nail heads through the laminate sheet at the point of entry. After the nailing and touch-up are complete, remove the protective laminate sheet.



When installing other products such as HardiePlank® Lap Siding and HardiePanel® Vertical Siding with ColorPlus® Technology, leave the protective laminate sheet on the board during cutting and installation. Once the product is installed the laminate sheet should be removed.

TIP: As with any pre-finished building product, care should be taken when handling and cutting James Hardie ColorPlus products. At the job-site use a soft cloth to gently wipe any residue or construction dust left on the product

CAULK

James Hardie recommends the use of caulks and sealants that remain permanently flexible. Look for the words “permanently flexible” written clearly on the label or in the accompanying literature.

For best results, use an Elastomeric Joint Sealant complying with ASTM C920 Grade NS, Class 25 or higher, or a Latex Joint Sealant complying with ASTM C834. Caulking/sealant must be applied in accordance with the caulking/sealant manufacturer’s written instructions.

James Hardie does not warrant and does not accept liability for the appearance or the performance of field-applied caulks and sealants.

REPAIR PATCHING

Dent, chips, cracks and other minor surface damage in James Hardie primed siding and trim products can be filled with cementitious patching compound except on ColorPlus. When repairing holes of less than 1” that has been created by scaffold anchors, pipe, etc. James Hardie recommends a backer rod be placed into hole and sealed to prevent water infiltration. James Hardie will assume no responsibility for water infiltration.

BACK PRIMING/BACK SEALING

James Hardie does not require any of its siding products to be back sealed or back primed prior to installation in the field.

MAINTENANCE

This maintenance instruction applies to all James Hardie® products, including PrimePlus® and ColorPlus® Technology.

Always follow the instructions and precautions outlined in the James Hardie® ColorPlus® Technology literature that was supplied with the product and the information that is available on the James Hardie® website (www.jameshardie.com), including James Hardie ColorPlus Technology instructions and precautions

The extent and nature of the maintenance required will depend on the geographical location, the exposure of the building and whether your product is prime or ColorPlus product. Cleaning, as needed, is recommended to remove dirt, dust, chalking, oil, grease, organic contaminants, or mold that may build up on the product surface over time. Dust from cutting and construction dust should be removed IMMEDIATELY upon installation (refer to the cleaning instruction in the table below). During cleaning, always wear appropriate protection (gloves and eyewear) and shield any landscaping or vegetation.

Surface cleaning recommendation is given below for specific product conditions. (Please note that damage to siding arising from improper cleaning or maintenance may not be covered by the James Hardie warranty).

MAINTENANCE (CONTINUED)

Recommendation	Construction/Cutting/ Existing Dirt and Chalk	Oil, grease or other organic contaminants	Mold and Mildew
Tools	Soft cloth, soft All Paint poly brush or chip brush or horsehair bench brush, garden hose. (Do not use hard brush (for example, scrub brush or an abrasive scrub sponge) that could damage the finish or siding.	Soft cloth and garden hose	Soft cloth or soft sponge and garden hose
Solution	Water	Mild liquid dishwashing soap (Dawn®, Ivory®, or Joy®) and water. (Do not use any harsh cleaning chemicals)	Mildew cleaners (Jomax®, Mildew Check®, Mold Armor®) and water
Method	<ol style="list-style-type: none"> 1. If using a brush, brush the product surface dust, dirt or chalk, then rinse the area with a garden hose. 2. If using a soft cloth, wet the cloth then wipe the area until clean and rinse the area with clean water. Rinse the cloth frequently. 	<ol style="list-style-type: none"> 1. Use soft cloth wetted with soapy water to clean the area. Rinse the cloth frequently. 2. Use a garden hose to rinse the area. 	<ol style="list-style-type: none"> 1. Follow the mildew cleaner instruction. 2. Lightly scrub the area with mildew. 3. Use garden hose to rinse the area.

Soft All Paint Brush



Horsehair Brush



Chip Brush



Siding Brush



It is always suggested to work a small section at a time, start from the top and work your way down to prevent dripping or streaking onto the cleaned area.

Gently clean the siding with the soft brush or wet soft cloth in a side to side motion in the direction of the plank siding. If cleaning panel, direction of the siding is up and down. Do not push soft brush or wet cloth too hard against product surface. Do not allow the soap and mildew cleaner to dry on the siding (continually rinse the area until all of the cleaner has washed off of the siding). Any areas that have been missed may show up when the siding has dried. Spot clean and rinse any missed areas as needed.

If your surface still looks dirty after washing methods for dust/dirt and oil/grease, the problem may be mildew. Mildew discoloration can resemble dirt. Moisture is the most important single factor in the growth of mildew, which can lie dormant for years. For this reason, mildew discoloration is usually found in damp, dark areas or during prolonged humid conditions. Follow all instructions and precautions that are outlined on the label of the mildew cleaners and wear all protective equipment that is prescribed.

At all times, care must be taken not to use harsh or harmful chemicals that can damage the finish on the siding.

⚠ **WARNING**

High pressure water blast and sand blasting may damage the surface of the fiber cement product. Low pressure water spray, a soft medium bristle (nonmetal) brush is most suitable for cleaning fiber cement products. Acid washing can damage the fiber cement surface and is not recommended.

Note: If using a pressure washer, care must be taken to ensure that the water stream does not damage the surface of the siding. Damage to siding arising from improper cleaning or maintenance may not be covered by the James Hardie warranty. Using wide fan tips that are kept a minimum of 6 feet from the wall and at pressures under 1500 psi will minimize the chance of damaging the siding.

HardieWrap® Products Description

HARDIEWRAP® WEATHER BARRIER

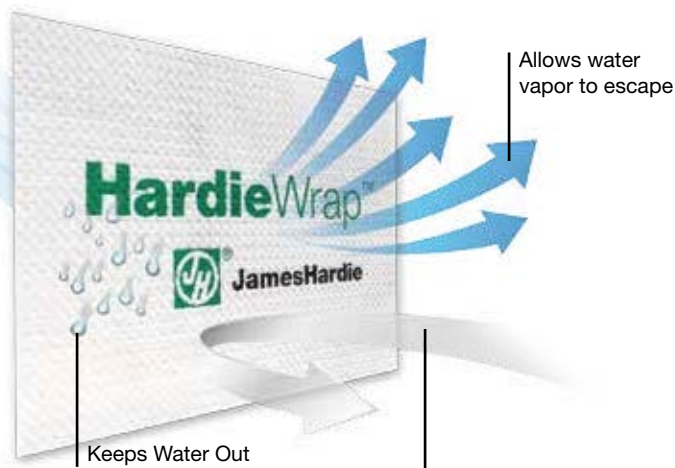
HardieWrap® weather barrier is a non-woven, non-perforated polyolefin water-resistive barrier, as per AC38. HardieWrap weather barrier provides a balance of water resistance and breathability to protect homes from the elements of weather that can get behind the exterior cladding. HardieWrap® Flashing and HardieWrap® Seam Tape are recommended in conjunction with HardieWrap weather barrier to complete the HardieWrap weather barrier solution.

HARDIEWRAP® PRO-FLASHING AND FLEX FLASHING

HardieWrap® Pro-Flashing and HardieWrap® Flex Flashing are high-performance, self-adhering, self-sealing, butyl material on tear-resistant top sheets that are applied around windows and doors to manage water and air intrusion. HardieWrap® Pro-Flashing has a release liner for peel-and-stick installation and has no asphalt, VOCs or solvents.

HardieWrap® Flex Flashing is designed to easily stretch and seal around doors and windows, as well as custom shapes to protect against water intrusion, and is supplied in a convenient dispenser box.

Together with HardieWrap weather barrier and HardieWrap® Seam Tape, HardieWrap Pro-Flashing and HardieWrap Flex Flashing provide the James Hardie® weather barrier solution to manage water drainage, and prevent water damage and energy loss.



HardieWrap® Weather Barrier



HardieWrap® Pro-Flashing



HardieWrap® Flex Flashing



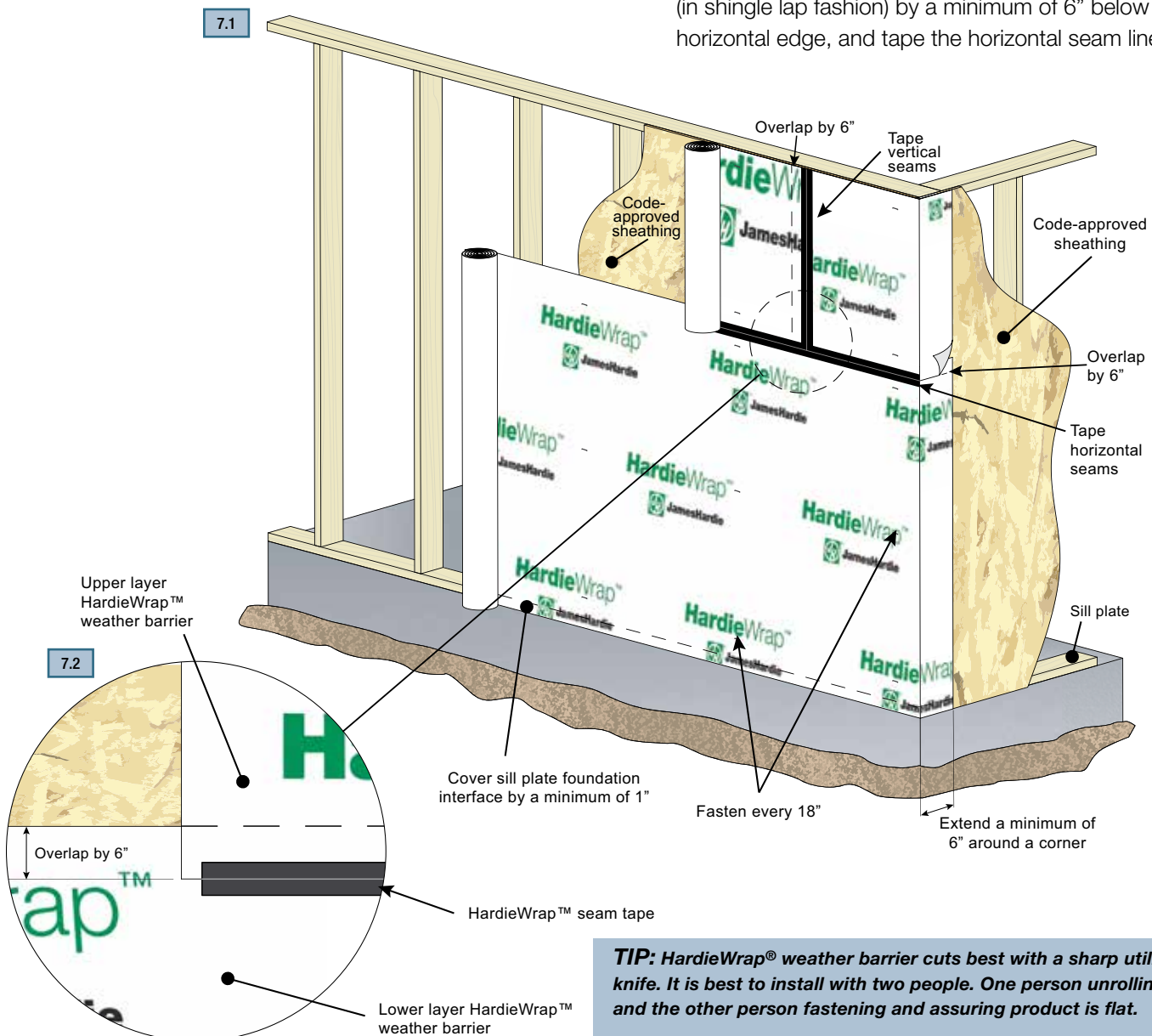
HardieWrap® Seam Tape

Installation of HardieWrap® Weather Barrier

INSTALLATION OF HARDIE WRAPS

HardieWrap® weather barrier should be installed before window and door installation. Do not install on saturated sheathing. HardieWrap weather barrier can become slippery and should not be used in any application where it may be walked on.

- 1) Begin by affixing the weather barrier, at least 6" around a building corner (fig. 7.0). Unroll horizontally (with print side facing out) around the building, covering rough window and door openings.
- 2) Fasten to studs or nailable sheathing material with galvanized construction grade staples a maximum of 18" in the vertical and horizontal directions. (Tip: HardieWrap is fastened by staples or roofing nails only)
- 3) Attach weather barrier so that it is taut and flat. The vertical overlap must have a minimum of 6" and the vertical seam must be taped.
- 4) HardieWrap Seam Tape is strongly recommended, but do not clog or interfere with the use of weep holes or similar drainage details.
- 5) Ensure that the bottom edge of the weather barrier extends over the sill plate and foundation interface by at least 1". Overlap upper layers of weather barrier (in shingle lap fashion) by a minimum of 6" below the horizontal edge, and tape the horizontal seam line.



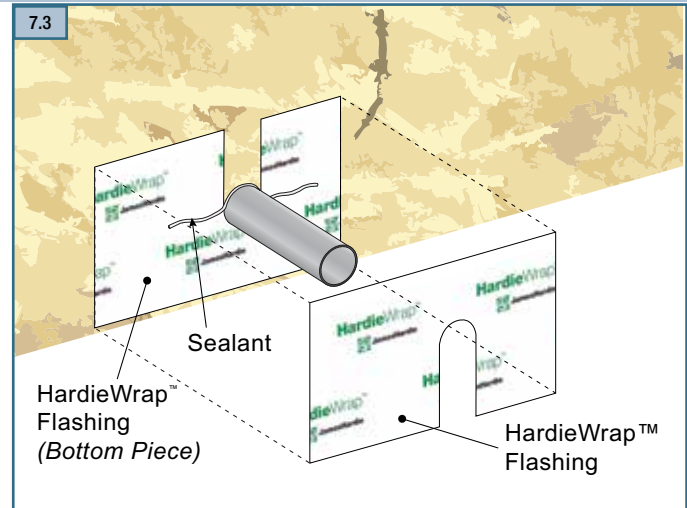
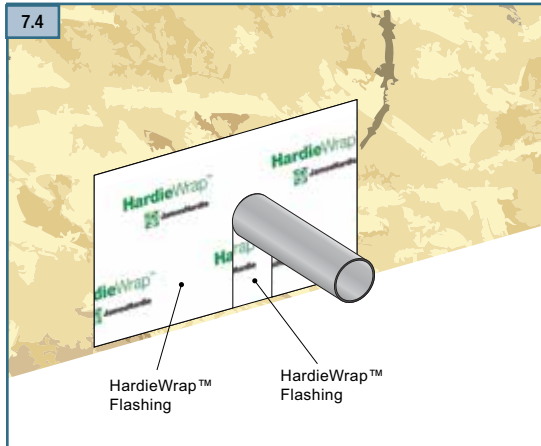
TIP: HardieWrap® weather barrier cuts best with a sharp utility knife. It is best to install with two people. One person unrolling, and the other person fastening and assuring product is flat.

Installation of HardieWrap® Weather Barrier (continued)

HARDIEWRAP® FLASHING GUIDE FOR TYPICAL PENETRATION

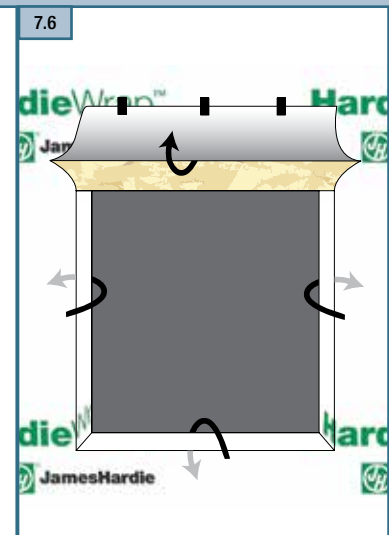
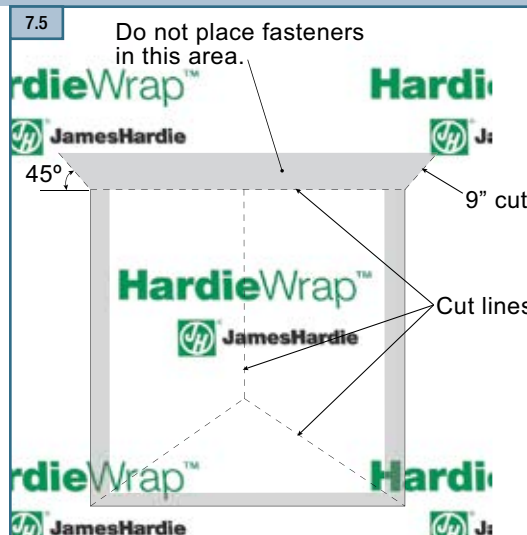
For rough electrical or plumbing penetrations, seal with flashing. Install the top piece over the bottom piece. HardieWrap® Pro-Flashing can be used for this application.

Make sure all penetrations are taped to shed water and prevent air infiltration.



HARDIEWRAP® PRO-FLASHING GUIDE FOR WINDOWS

Use the inverted “Y” cut at rough window and door openings. Do not place fasteners within 9” of the rough opening, door or window heads. This area should not be fastened to allow for proper flashing installation. At the top corners of the rough opening, cut the weather barrier at 45° to extend 9” past the joint. Fold the top flap up and out of the way and fasten temporarily and fold the remaining three flaps in through the opening, fastening them inside with staples.



HardieWrap® Flex Flashing should be applied over the water-resistive barrier after it has been cut and set into and around the window rough opening. Refer to installation of HardieWrap® Pro-Flashing and Flex Flashing for flashing guidelines.

Installation of HardieWrap® Pro-Flashing & Flex Flashing

STORAGE

For optimal performance, store in original sealed packaging at temperatures of 5° - 32°C (41° - 90°F) while at moisture-free conditions. James Hardie requires that HardieWrap® Flashing and HardieWrap® Flex Flashing be covered within 180 days of installation.

IMPORTANT TO NOTE

This recommendation refers to the most commonly used types of windows (surface-mounted). For other types of frames, special attention should be paid to the window manufacturer's instructions.

Check your local building code for construction requirements and follow the manufacturer's recommended installation instructions; or utilize standard practices for the installation of exterior windows and doors as referenced in ASTM E2112-01 or AAMA 2400-2 (CAWM 400-95). Consult with the architect or specifier regarding the methods to be utilized.

GENERAL REQUIREMENT

The installation guidelines herein are informational in nature only and may not be appropriate for use in all applications. It is the sole responsibility of the architect or specifier to identify moisture-related risks associated with any particular building design, and to make any appropriate adjustments or modifications to the installation guidelines herein. Wall-construction design must effectively manage moisture, considering both the interior and exterior environment of the building, particularly in buildings that have a higher risk of wind-driven rain penetration and conditioned spaces. Wall openings, penetrations, junctions, connections, window sills, headers and jambs must incorporate appropriately installed HardieWrap® Pro-Flashing and HardieWrap® Flex Flashing, or other flashing or flashing details, as recommended by the manufacturer, architect or specifier.



HardieWrap® Pro-Flashing



HardieWrap® Flex Flashing

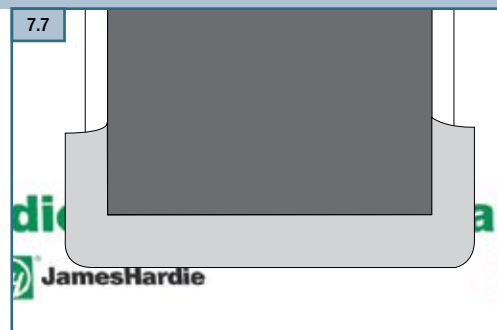


HardieWrap® Seam Tape

Installation of HardieWrap® Pro-Flashing & Flex Flashing (continued)

HARDIEWRAP® FLEX FLASHING STRETCHABLE SILL FLASHING

Prepare sill flashing by cutting HardieWrap® Flex Flashing at least 12" longer than the width of the rough opening. Install sill flashing by removing the release paper, centering sill flashing on sill framing stud and adhering into rough opening. The back edge of HardieWrap® Flex Flashing should extend to the inside edge of the sill framing stud and at least 6" up each jamb framing stud. (Note: Sill flashing should not wrap onto the inside of the wall.) **DO NOT STRETCH MATERIAL ALONG THE SILL OF JAMB.** HardieWrap® Flex Flashing should be applied over the water-resistive barrier after it has been cut and set into and around the window rough opening.



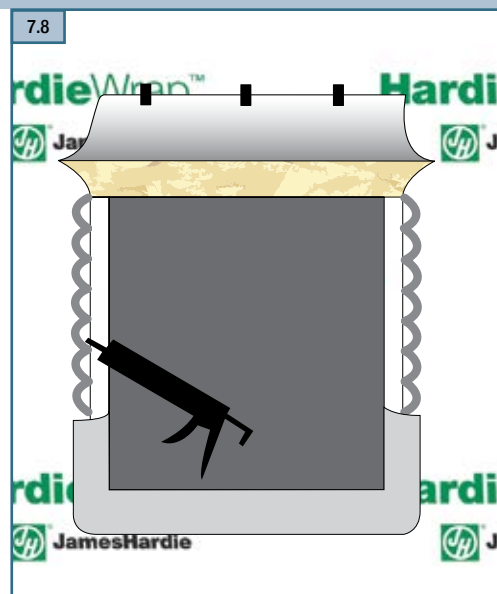
Note: If a water-resistive barrier is to be applied after the window and flashing have already been installed, be sure not to fasten the lower edge of the flashing so that the water-resistive barrier may be slipped underneath the flashing in weather-board or shingle-lap (top layer overlapping bottom layer) fashion.

WINDOW INSTALLATION

Before installing the window:

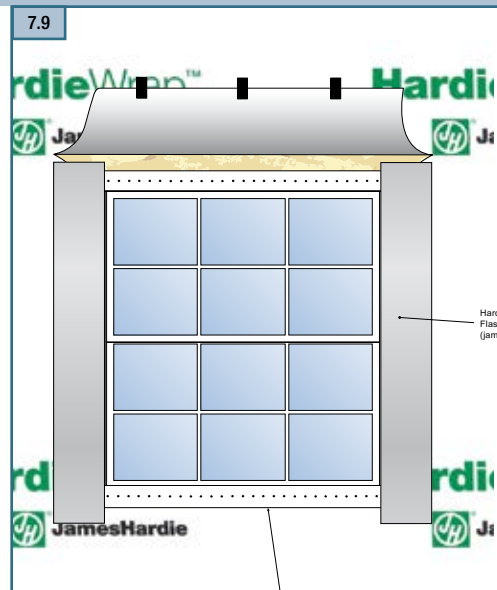
- Apply a continuous bead of sealant to the backside (interior) of the window's mounting flange on the outer edge; or
- Apply a continuous seal to the rough opening to ensure contact with the backside (interior) of the window's mounting flange (do not caulk along bottom).

Install window according to the manufacturer's installation procedures.



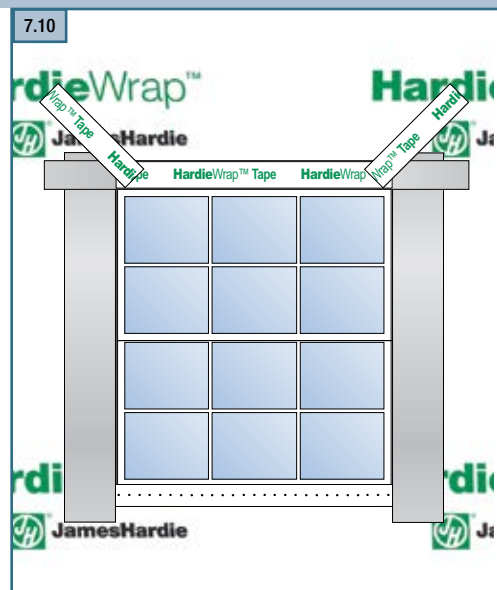
SIDE JAMB FLASHING

Apply HardieWrap® Flashing along the vertical sides of the opening. Flash over the side window mounting flanges. Extend the flashing by a minimum of 3" beyond the sill flashing (HardieWrap® Flex Flashing) already in place and extend the flashing to a minimum of 3" beyond the top of the opening, so that it projects beyond the head flashing that is to be applied later.



HEAD FLASHING

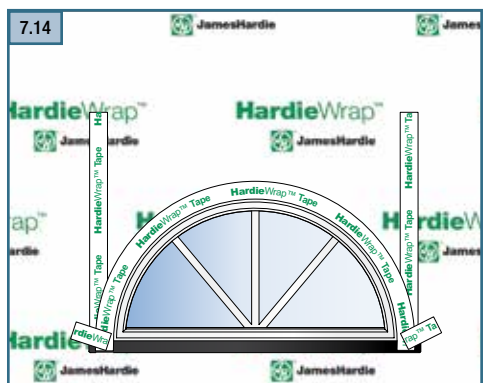
Affix HardieWrap® Flashing over the window's mounting flange along the header opening. Be sure to extend the flashing beyond each jamb flashing by 3". Secure flashing in place by applying pressure. Detach weather barrier flap (top) and apply over head flashing as shown. Tape all seams and joints.



CIRCULAR WINDOWS

Install circular top windows according to window manufacturer's installation guidelines, and then follow instructions as illustrated in figures 8–11 to complete the process.

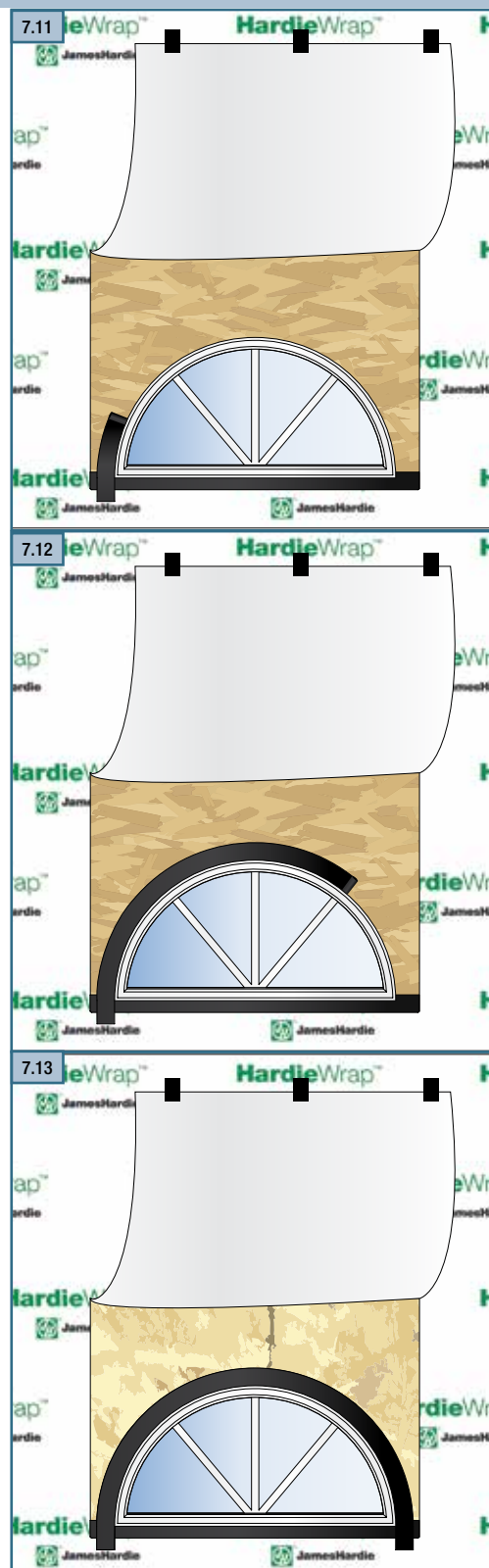
- 1) Measure the circular portion of the window and add 12" to this number. Cut HardieWrap® Flex Flashing to this length for the head flashing.
- 2) Remove approximately 20" of release paper and position HardieWrap® Flex Flashing tightly along the first edge of the round window. Press firmly into place (figs. 8 and 9).
- 3) Continue removing release paper and conform HardieWrap® Flex Flashing to entire circular portion of the window (fig. 10).
- 4) Use HardieWrap® Seam Tape or mechanical fasteners (i.e., nails, staples or screws) to temporarily hold top edge of head flashing to the wall.
- 5) HardieWrap® Flex Flashing adhesive bond will strengthen over time. Both ends of the head flashing should overlap the sill flashings by at least 6".



IMPORTANT TO NOTE

These recommendations refer to the most commonly used types of windows (surface-mounted). For other types of frames, special attention should be paid to the window manufacturer's instructions.

A spray adhesive, such as Nashua 357, is recommended when HardieWrap® Flex Flashing is applied directly to Oriented Strand Board (OSB) or other surfaces where additional adhesion is needed or required.



IMPORTANT: FAILURE TO INSTALL THIS PRODUCT IN ACCORDANCE WITH APPLICABLE BUILDING CODES AND WITH JAMES HARDIE WRITTEN APPLICATION INSTRUCTIONS MAY LEAD TO PERSONAL INJURY, AFFECT PERFORMANCE, VIOLATE LOCAL BUILDING CODES, AND VOID THE PRODUCT-ONLY WARRANTY.

HARDIEWRAP™ WEATHER BARRIER PRODUCT DESCRIPTION

HardieWrap™ weather barrier is a non-woven, non-perforated polyolefin water-resistive barrier, as per AC308, manufactured by James Hardie Building Products. HardieWrap weather barrier provides a balance of water resistance and breathability to protect homes from the elements of weather that can get behind the exterior wall cladding. HardieWrap™ Pro Flashing and HardieWrap™ Seam Tape are recommended in conjunction with HardieWrap weather barrier to complete the HardieWrap weather barrier solution.*

A water-resistive barrier is required in accordance with local building code requirements. The water-resistive barrier must be installed with penetration and junction flashing, in strict accordance with local building code requirements.

STORAGE

HardieWrap weather barrier should be stored in a covered area. Do not store in direct sunlight and do not expose to building site chemicals.

GENERAL REQUIREMENT—DESIGN

The installation guidelines herein are informational in nature only and may not be appropriate for use in all applications. It is the sole responsibility of the architect or specifier to identify moisture-related risks associated with any particular building design, and to make any appropriate adjustments or modifications to the installation guidelines herein. Wall-construction design must effectively manage moisture, considering both the interior and exterior environment of the building, particularly in buildings that have higher risks of wind-driven rain penetration and conditioned spaces. HardieWrap weather barrier may be installed on vertical wall applications only. James Hardie requires that HardieWrap weather barrier be covered within 180 days of installation. Wall openings, penetrations, junctions, connections, window sills, headers and jambs must incorporate appropriately installed HardieWrap Pro Flashing and HardieWrap Flex Flashing, or other flashing or flashing details, as recommended by the architect or specifier.

INSTALLATION OF HARDIEWRAP™ WEATHER BARRIER

HardieWrap weather barrier should be installed before window and door installation. It is not recommended to install HardieWrap weather barrier on saturated sheathing. HardieWrap weather barrier can become slippery and should not be used in any application where it may be walked on.

Begin by affixing weather barrier, extending at least 6" around a building corner (fig. 1). Unroll horizontally (with print side facing out) around the building, covering rough window and door openings. Fasten to studs or nailable sheathing material with galvanized construction-grade staples a maximum of 18" in the vertical and horizontal directions.

Attach weather barrier so that it is taut and flat. The vertical overlap must be a minimum of 6" and the vertical seam must be taped. HardieWrap Seam Tape is strongly recommended. Do not clog or interfere with the use of weep holes or similar drainage details.

Ensure that the bottom edge of the weather barrier extends over the sill plate and foundation interface by at least 1".

Overlap upper layers of weather barrier (in shingle lap fashion) by a minimum of 6" below the horizontal edge, and tape the horizontal seam line (fig. 1A).

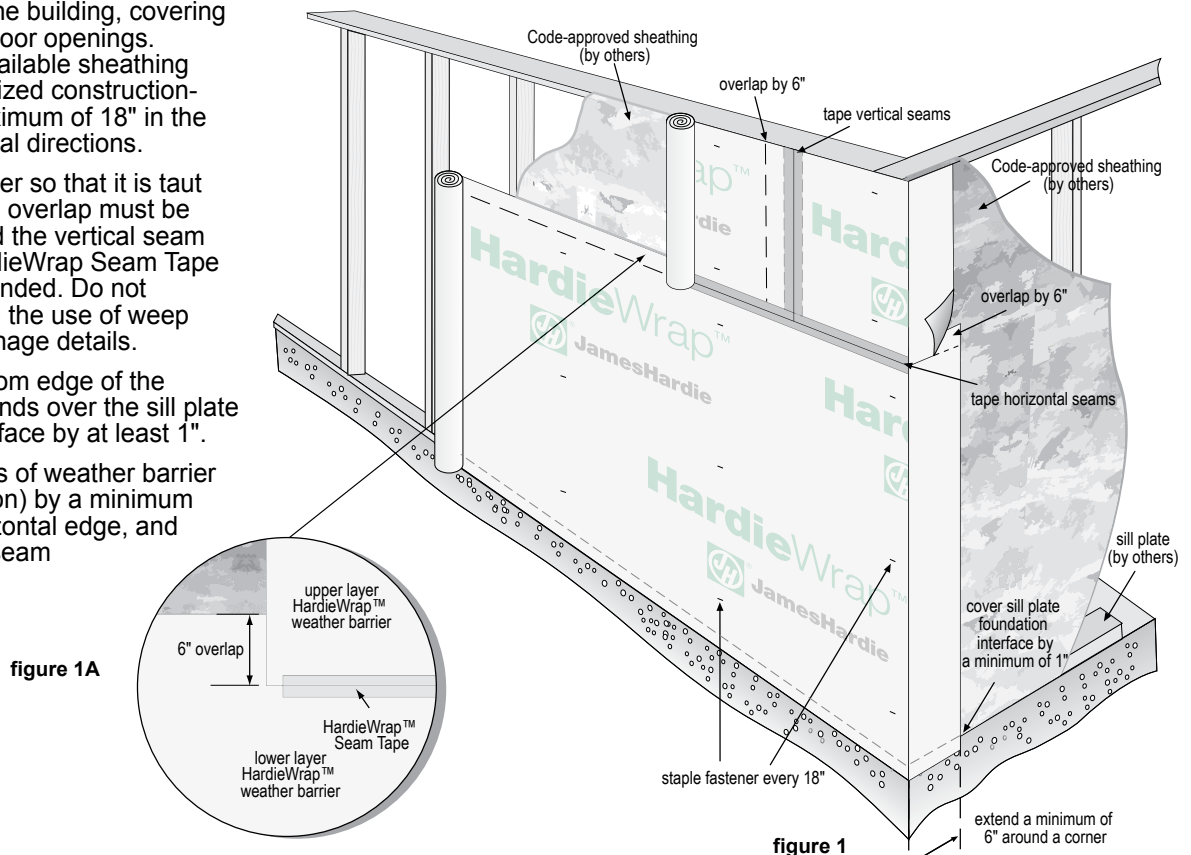


figure 1A

figure 1

*The HardieWrap weather barrier solution is based on methods of installation from the AAMA and ASTM E2112. HardieWrap weather barrier helps to reduce the intrusion of moisture or air, but is not designed nor guaranteed to prevent the intrusion of all moisture or air.

INSTALLATION OF HARDIEWRAP™ WEATHER BARRIER (CONT.)

At roof-to-wall intersection (or wall-to-deck), affix wrap to the wall such that it overlaps any step flashing already on the wall by at least 2" (fig. 2).

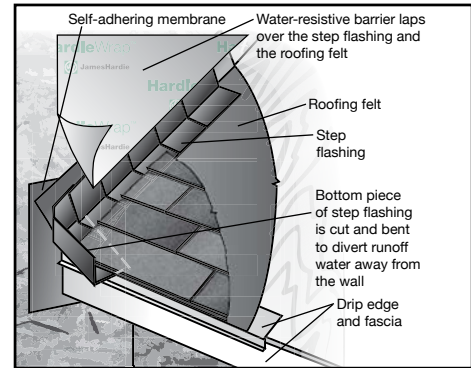


figure 2

PRO FLASHING INSTALLATION

Pro Flashing is typically utilized at windows, doors, junctions and penetrations, and must be installed in conjunction with HardieWrap™ weather barrier. Consult with the architect or specifier regarding the type and method of flashing to be utilized.

Check your local Building Code for construction requirements and follow the manufacturer's recommended installation instructions; or utilize standard practices for the installation of exterior windows and doors as referenced in ASTM E2112-01 or AAMA 2400-2 (CAWM 400-95). For specific flashing details and options, reference James Hardie's HardieWrap Pro Flashing Guide.

WINDOWS AND OTHER PENETRATIONS

TYPICAL WINDOW INSTALLATION METHODS

HardieWrap weather barrier is not designed nor guaranteed to prevent moisture or air from intruding behind the weather barrier. Ensure that appropriate flashing has previously been installed around all windows and door openings.

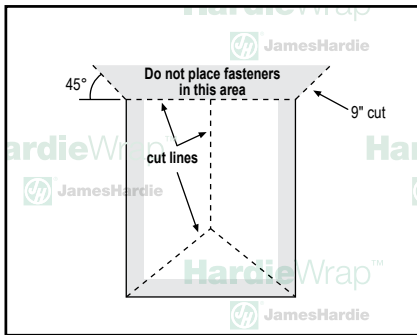


figure 3

Step 1: Use the inverted "Y" cut at rough window and door openings. Do not place fasteners within 9" of the rough opening, door or window heads. This area should not be fastened to allow for proper flashing installation. At the top corners of the rough opening, cut the weather barrier at 45° to extend 9" past the joint (fig. 3).

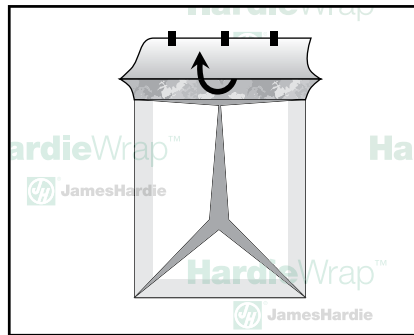


figure 4

Step 2: Fold the top flap up and out of the way and fasten temporarily (fig. 4).

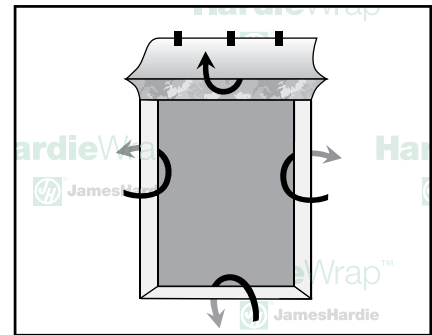


figure 5

Step 3: Fold the remaining three flaps in through the opening, fastening them inside with staples (fig. 5).

TYPICAL PENETRATION FLASHING METHODS

For rough electrical or plumbing penetrations, seal with flashing. Install the top piece over the bottom piece (figs. 7 and 8). HardieWrap Pro Flashing can be used for this application.

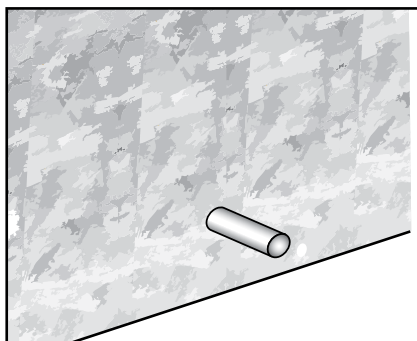


figure 6

The penetration detailed in figures 7 and 8 as found in the EEBA Water Management Guide.

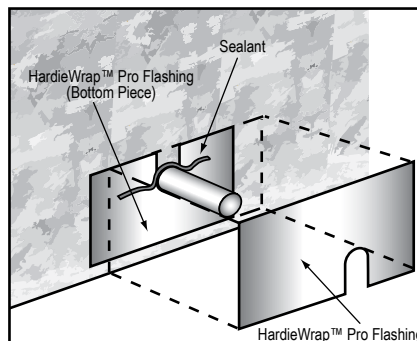


figure 7

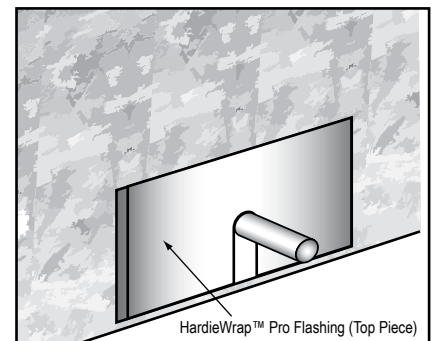


figure 8

FASTENERS

Staples are the preferred and recommended fastening method. Fasten HardieWrap™ weather barrier in such a way that ensures the wrap is secured to the wall with staples a maximum of 18" O.C. (on center) in the vertical and horizontal direction. Staples should be construction-grade and must be galvanized.

When installing over insulation boards, use galvanized roofing nails long enough to penetrate insulation and framing studs or sheathing.

Consult with the architect or specifier regarding the need to seal any punctures caused by staples, nails or other items.

REPAIRS

For minor punctures or tears less than 3", cover and completely seal with HardieWrap Seam Tape (fig. 9). For larger holes greater than 3", use slit-flashing technique. Slit-flashing requires making a horizontal slit above the damaged area and placing a cut piece of HardieWrap weather barrier into the slit, covering the damaged area. Tape the perimeter of the patched area (fig. 10).

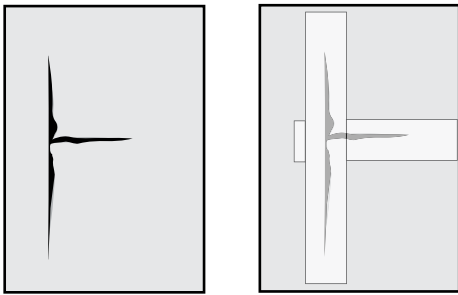


figure 9

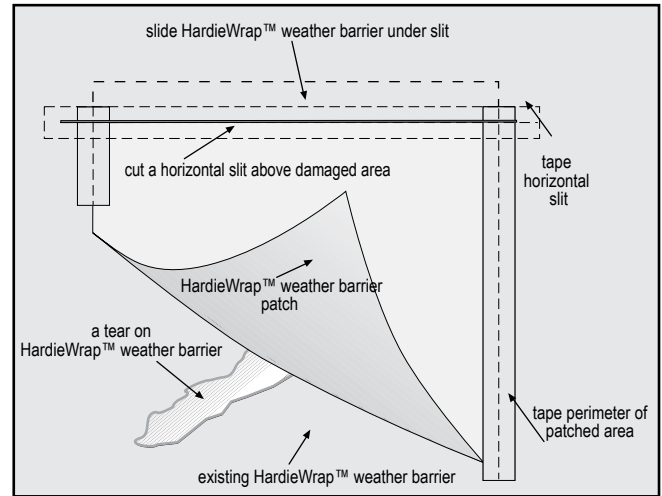


figure 10

GENERAL REQUIREMENT CHECKLIST

- Do not store HardieWrap weather barrier in direct sunlight.
- It is recommended that weather barrier be installed over dry framing and sheathing.
- Tape all vertical and horizontal seams.
- Overlap subsequent weather barrier layers in shingle lap fashion with seams overlapping by at least 6".
- Be sure that all penetrations are addressed.
- Fasten with construction-grade galvanized staples a maximum of 18" in the vertical and horizontal directions.
- Repair punctures or tears, by the recommended practices.
- Do not use HardieWrap weather barrier in applications where it may be walked on.
- James Hardie requires that HardieWrap weather barrier be covered within 180 days of installation.

For further information, consult James Hardie at 1-866-4HARDIE or www.hardiewrap.com.

HARDIEWRAP™ PRO FLASHING GUIDE

HARDIEWRAP™ PRO FLASHING PRODUCT DESCRIPTION

HardieWrap™ Pro Flashing and HardieWrap™ Flex Flashing are high-performance, self-adhering, self-sealing, butyl material on tear-resistant top sheets that are applied around windows and doors to manage water and air intrusion. HardieWrap™ Pro Flashing has a release liner for peel-and-stick installation and has no asphalt, VOCs or solvents. HardieWrap™ Flex Flashing is designed to easily stretch and seal around doors and windows, as well as custom shapes to protect against water intrusion, and is supplied in a convenient dispenser box. Together with HardieWrap™ weather barrier and HardieWrap™ Seam Tape, HardieWrap™ Pro Flashing and HardieWrap™ Flex Flashing provide the James Hardie™ weather barrier solution to manage water drainage, and prevent water damage and energy loss.

STORAGE

For optimal performance, store in original sealed packaging at temperatures of 5° - 32°C (41° - 90°F) while at moisture-free conditions. James Hardie requires that HardieWrap™ Pro Flashing and HardieWrap™ Flex Flashing be covered within 180 days of installation.

IMPORTANT TO NOTE

This recommendation refers to the most commonly used types of windows (surface-mounted). For other types of frames, special attention should be paid to the window manufacturer's instructions.

Check your local building code for construction requirements and follow the manufacturer's recommended installation instructions; or utilize standard practices for the installation of exterior windows and doors as referenced in ASTM E2112-01 or AAMA 2400-2 (CAWM 400-95). Consult with the architect or specifier regarding the methods to be utilized.

GENERAL REQUIREMENT

The installation guidelines herein are informational in nature only and may not be appropriate for use in all applications. It is the sole responsibility of the architect or specifier to identify moisture-related risks associated with any particular building design, and to make any appropriate adjustments or modifications to the installation guidelines herein. Wall-construction design must effectively manage moisture, considering both the interior and exterior environment of the building, particularly in buildings that have a higher risk of wind-driven rain penetration and conditioned spaces. Wall openings, penetrations, junctions, connections, window sills, headers and jambs must incorporate appropriately installed HardieWrap™ Pro Flashing and HardieWrap™ Flex Flashing, or other flashing or flashing details, as recommended by the manufacturer, architect or specifier.



HardieWrap™ Pro Flashing



HardieWrap™ Flex Flashing



HardieWrap™ Seam Tape

HARDIEWRAP™ FLEX FLASHING STRETCHABLE SILL FLASHING

Prepare sill flashing by cutting HardieWrap™ Flex Flashing at least 12" longer than the width of the rough opening. Install sill flashing by removing the release paper, centering sill flashing on sill framing stud and adhering into rough opening. The back edge of HardieWrap™ Flex Flashing should extend to the inside edge of sill framing stud and at least 6" up each jamb framing stud. (Note: Sill flashing should not wrap onto the inside of wall.) DO NOT STRETCH MATERIAL ALONG THE SILL OF JAMB. HardieWrap™ Flex Flashing should be applied over the water-resistive barrier after it has been cut and set into and around the window rough opening.

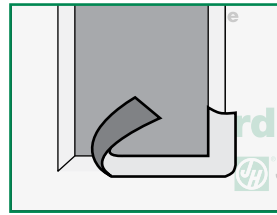


figure 1

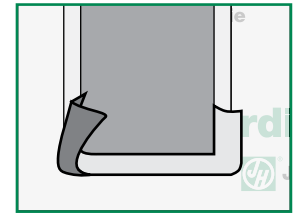


figure 2

Note: If a water-resistive barrier is to be applied after the window and flashing have already been installed, be sure not to fasten the lower edge of the flashing so that the water-resistive barrier may be slipped underneath the flashing in weather-board or shingle-lap (top layer overlapping bottom layer) fashion.

WINDOW INSTALLATION

Before installing the window, (a) apply a continuous bead of sealant to the backside (interior) of the window's mounting flange on the outer edge; or (b) apply a continuous seal to the rough opening to ensure contact with the backside (interior) of the window's mounting flange (do not caulk along bottom). Install window according to the manufacturer's installation procedures.

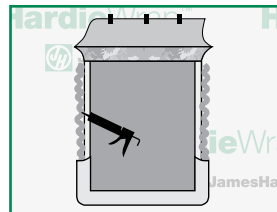


figure 3

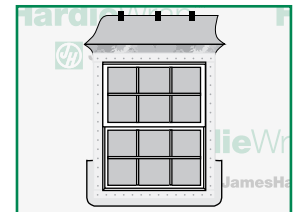


figure 4

SIDE JAMB FLASHING

Apply HardieWrap™ Pro Flashing along the vertical sides of the opening. Flash over the side window mounting flanges. Extend the flashing by a minimum of 3" beyond the sill flashing (HardieWrap™ Flex Flashing) already in place and extend the flashing to a minimum of 3" beyond the top of the opening, so that it projects beyond the head flashing that is to be applied later.

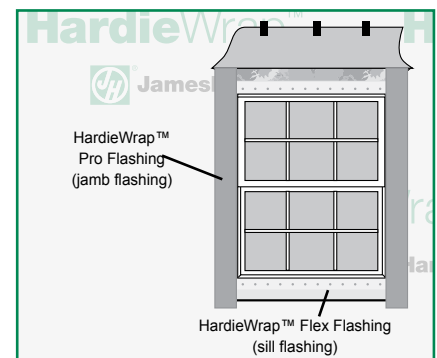


figure 5

HEAD FLASHING

Affix HardieWrap™ Pro Flashing over the window's mounting flange along the header opening. Be sure to extend the flashing beyond each jamb flashing by 3". Secure flashing in place by applying pressure. Detach weather barrier flap (top) and apply over head flashing as shown. Tape all seams and joints.

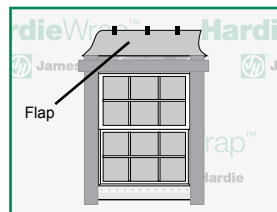


figure 6

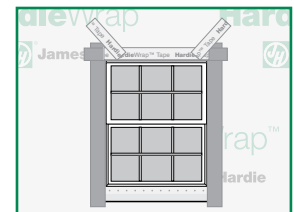


figure 7

CIRCULAR WINDOWS

Follow previous instructions for proper installation prior to head flashing installation. Install circular top windows according to window manufacturer's installation guidelines, and then follow instructions as illustrated in figures 8–11 to complete the process.

Measure the circular portion of the window and add 12" to this number. Cut HardieWrap™ Flex Flashing to this length for the head flashing. Remove approximately 20" of release paper and position HardieWrap™ Flex Flashing tightly along the first edge of round window. Press firmly into place (figs. 8 and 9). Continue removing release paper and conform HardieWrap™ Flex Flashing to entire circular portion of window (fig. 10). Use HardieWrap™ Seam Tape or mechanical fasteners (i.e., nails, staples or screws) to temporarily hold top edge of head flashing to wall. HardieWrap™ Flex Flashing adhesive bond will strengthen over time. Both ends of head flashing should overlap sill flashings by at least 6".

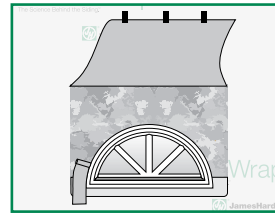


figure 8

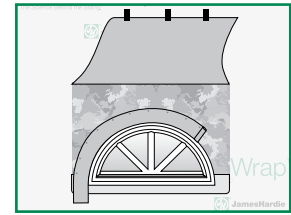


figure 9

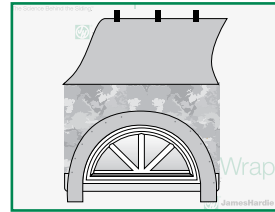


figure 10

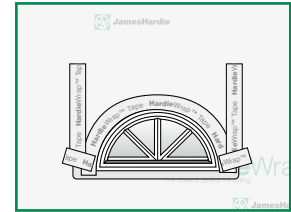


figure 11

IMPORTANT TO NOTE

This recommendation refers to the most commonly used types of windows (surface-mounted). For other types of frames, special attention should be paid to window manufacturer's instructions.

A spray adhesive, such as Nashua 357, is recommended when HardieWrap™ Flex Flashing is applied directly to Oriented Strand Board (OSB) or other surfaces where additional adhesion is needed or required.

For further information, consult James Hardie at 1-866-4HARDIE or www.hardiewrap.com.

RECOGNITION: In accordance with ICC-ES Evaluation Report ESR-2658, HardieWrap® Weather Barrier Water Resistive Barrier is recognized for use with any construction type permitted under the 2006, 2009 & 2012 International Residential Code for One- and Two-Family Dwellings and the 2006, 2009 & 2012 International Building Code. HardieWrap Weather Barrier Water Resistive Barrier is also recognized for use under the 2006, 2009 & 2012 International Energy Conservation Code. These documents should also be consulted for additional information concerning the suitability of this product for specific applications.

HardieTrim® Boards Products Description

HardieTrim® boards come finished with either the PrimePlus® factory primer and sealer or with ColorPlus® Technology. The ColorPlus® coating is a factory-applied, oven-baked finish available on a variety of James Hardie® siding and trim products. See your local dealer for details and availability of products, colors, and accessories.

HARDIETRIM® 5/4, 4/4 BOARDS

HardieTrim® 5/4, 4/4 board is a decorative non-load bearing trim product. HardieTrim 5/4 board is 1-in. thick, HardieTrim 4/4 board is 3/4 in. thick, and both can be purchased in 10-ft. and 12-ft. lengths, based on local availability. In addition to frieze, rake, window, door, and corner details, HardieTrim 5/4, 4/4 boards may be used to construct light blocks, column wraps and decorative scroll work. Available in commonly-used nominal widths from 4 in. to 12 in.

HARDIETRIM® BATTEN BOARDS

HardieTrim® Batten Boards are a decorative non-load bearing trim product. HardieTrim® Batten Boards are 3/4" thick, 2 1/2" wide, and come on 12' lengths. See your local dealer for details and availability of product colors and accessories.



HardieTrim 5/4, 4/4 board - Smooth



HardieTrim Batten board - Rustic and Smooth (not shown)



HardiePanel vertical siding with HardieTrim Batten board for the Board & Batten look.



WARNING

DO NOT caulk nail heads when using ColorPlus products. Refer to the ColorPlus touch-up section

A Complete James Hardie Exterior – Close-up on trim products.



ColorPlus TIP: HardieTrim 5/4, 4/4 boards with ColorPlus Technology is shipped with a protective laminate slip sheet. James Hardie recommends keeping the protective sheet in place during cutting and fastening to reduce damage to the boards. Remove the protective sheet only after installing the boards and filling the nail holes with a colored touch-up pen.



Installation of HardieTrim® 5/4, 4/4 & NT3® Back Grooved Boards

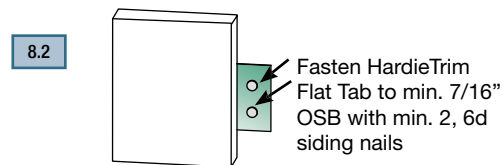
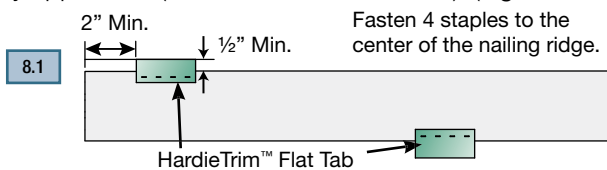
CONCEALED FASTENING TABS

For Corners, Band Boards, Windows, and Door Applications: HardieTrim® boards can be installed with Flat Tabs (JH sku no. 280154) and Corner Tabs (JH sku no. 280155) which provide concealed fastening. Only Flat and Corner Tabs can be used with HardieTrim® boards to create a concealed fastening. Additional framing may be required to ensure the Flat and Corner Tabs are fastened properly to the structure. Special attention should be paid to the framing when using a sheathing that does not have fastener holding equivalent to OSB or Plywood sheathing.

Step 1: Attach Flat Tabs to the back side of the trim with 4 18 ga. 1/2" L x 1/4" W narrow crown corrosion resistant staples, equally spaced in one row, positioned no closer than 1/2" from trim edges, using a pneumatic staple gun. (Figure 8.1)

Step 2: For wood frame construction, attach the trim to the building using 2, 6d siding nails fastened through the Flat Tabs. ET&F or equivalent fasteners may be used to attach the Flat Tabs to steel frame construction. (Figures 8.2)

Fastener spacing will vary based on application. Refer to specific sections in these instructions for required fastener spacing by application (window, band board, etc.). (Figures 8.13)



Installation of HardieTrim tabs in Coastal Regions:

James Hardie requires that stainless steel staples & fasteners be used when installing HardieTrim™ Tabs in coastal regions.

Installation of HardieTrim Tabs over Pressure Treated Lumber:

HardieTrim™ tabs shall not come in direct contact with ACQ or CA preservative-treated wood. Refer to the General Fastening section of this document for further information.

HardieTrim® NT3™ boards with ColorPlus® Technology:

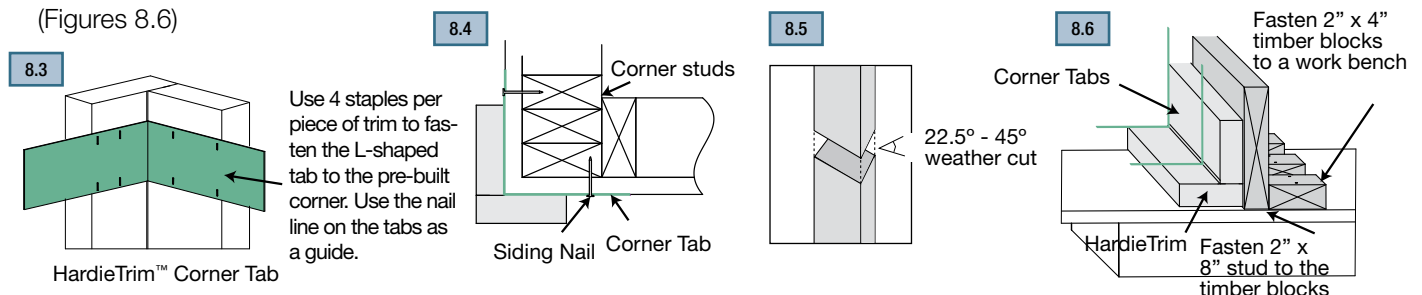
Remove the laminate sheet as soon as possible after attaching the trim to the building.

TRIMMING CORNERS

HardieTrim® boards are installed around corners by pre-building the corner off the wall with the Corner Tabs (JH sku no. 280155).

- Attach Corner Tabs to the back side of the trim with 8 18 ga. 1/2" L x 1/4" W narrow crown corrosion resistant staples using a pneumatic staple gun. Ensure the Corner Tabs are fastened tight and straight to the trim boards. (Figures 8.3)
- For wood frame construction, attach the trim to the building with 2, 6d siding nails fastened through the Corner Tabs. ET&F or equivalent fasteners may be used to attach the Corner Tabs to steel frame construction. (Figures 8.4)
- Attach a Corner Tab 1" from each edge and every 20" o.c.
- TIP: Creating a jig for the work station is recommended to ensure the corners are fastened securely and straight. (Figures 8.6)

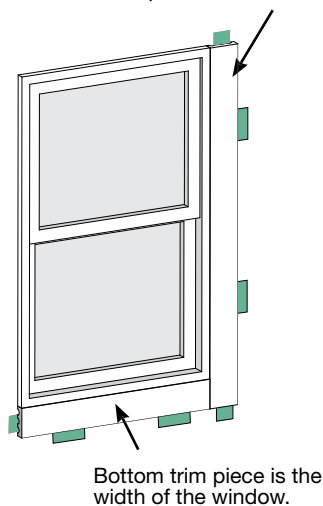
(Figures 8.6)



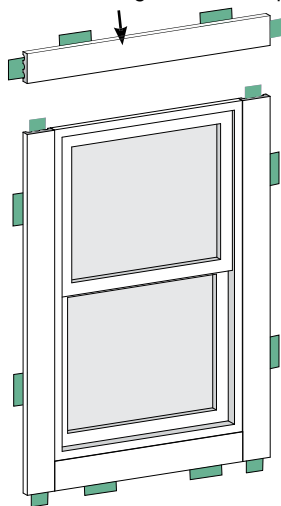
TRIM APPLICATION FOR WINDOWS, DOORS & OTHER OPENINGS

Trim the opening prior to the installation of the siding (Figure 8.7). Place a Flat Tab at the end of each trim board and one tab every 16" OC. Attach the trim boards and Flat Tabs around the opening as shown in Figures 8.7 and 8.8.

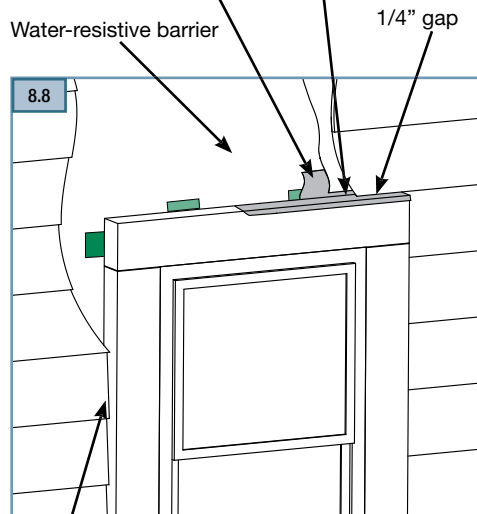
8.7-A Side trim pieces go to the top of the window.



8.7-B Header piece spans the window including the side trim pieces.



Flashing needs to be tucked under the water resistive barrier and over the Flat Tabs. Do not caulk between the siding and the flashing.

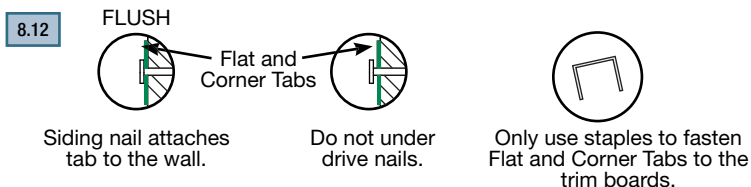
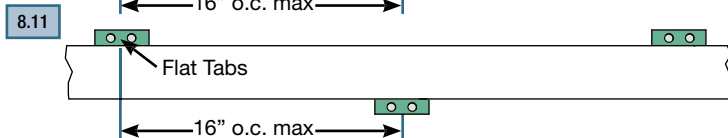
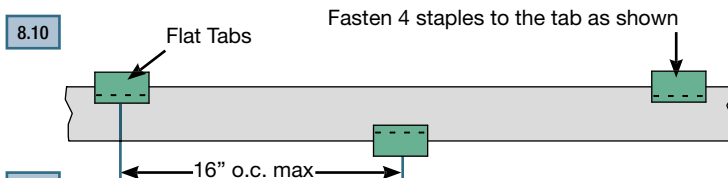
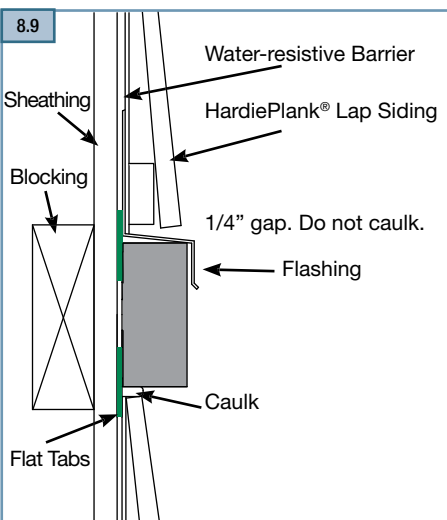


1/8" caulked gap is left between siding and the side trim pieces.

NOTE: Follow your window/door manufacturers installation instructions.

BAND BOARD

A flashing is required over the trim and Flat Tabs. (Figure 8.9) Terminate ends of the Band Board into Trim or Siding or miter cut the edges of the trim at the corners of the building. Place a Flat Tab at the end of each trim board and one tab every stud at a maximum of 16" o.c. The Flat Tabs should be attached to the trim in an alternating pattern to the top and bottom of the band board (Figures 8.10 and 8.11).



Installation of HardieTrim® 5/4, 4/4 & NT3® Back Grooved Boards

FASTENER TABLE

8.13

Application	Framing Material Tab is nailed into	Fastener (tab to framing)	Fastener (tab to Hardietrim)	Max Tab Spacing (inches on center)
Flat Tab	Wood Stud (minimum G=0.42)	One 6d corrosion resistant siding nail installed through center of flange into framing	Four 18 ga. X 1/2" long X 1/4" wide corrosion resistant crown staples, equally spaced in one row	16
	Minimum APA rated 7/16" OSB	Two 4d ring shank corrosion resistant siding nails equally spaced installed through flange into framing		
	Minimum 20 gauge steel	One No. 8 X 1" long X 0.323" head diameter screw (corrosion resistant) installed through flange into framing		
Corner Tab	Wood Stud (minimum G=0.42)	On each flange, Install one 6d corrosion resistant siding nail through flange into framing	For each piece of trim, install Four 18 ga. X 1/2" long X 1/4" wide corrosion resistant crown staples, equally space in two rows	20
	Minimum APA rated 7/16" OSB	On each flange, Install two 4d ring shank corrosion resistant siding nails through flange into framing		
	Minimum 20 gauge steel	On each flange, Install one No. 8 X 1" long X 0.323" head diameter screw (corrosion resistant) through flange into framing		

Wind-Borne Debris Region: "Supplemental fasteners may be necessary when installing tabs in a Wind-Borne Debris Region, please call Technical Services 800-942-7343 with any questions."

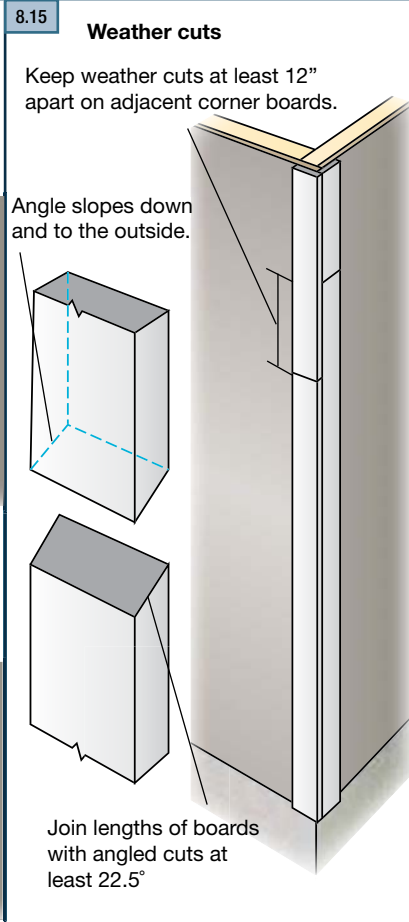
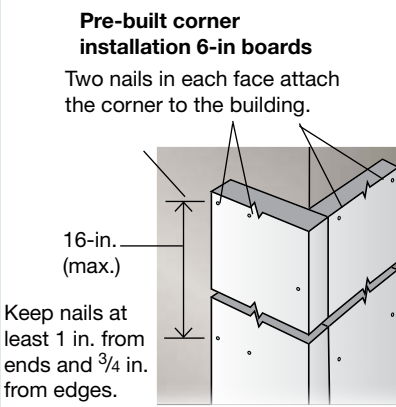
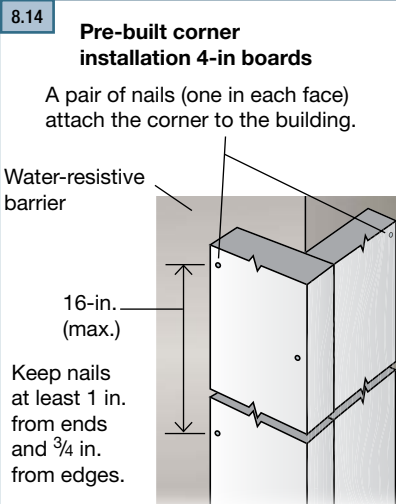
RECOGNITION: HardieTrim boards may be installed as an equal alternative to conventional trim permitted for use in; the 1997 Uniform Building Code, Section 601.5.5; the 1997 Standard Building Code, Section 1404.1; the 1999 BOCA National Building Code, Section 1407.2.2; 2003 International Building Code, Section 1402.1, the 2003 International Residence Code for One - and Two - Family - Dwellings, Section R703.1. the 2003 International Residence Code for One - and Two - Family - Dwellings, Section R703.1. and the 1998 International One-and -Two -Family Dwelling Code, Section 601.1.

OUTSIDE CORNERS

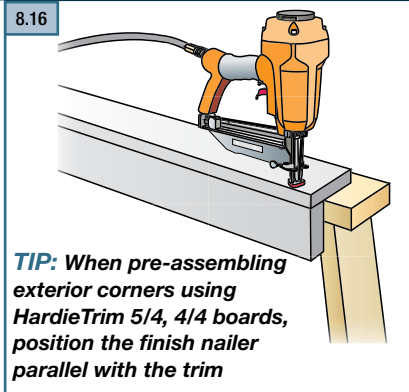
Corners made from HardieTrim® 5/4, 4/4 boards can be pre-assembled before they're installed. Pre-assembled corners look better and generally make the installation go more quickly. To join two pieces of HardieTrim 5/4, 4/4 boards for a corner, drive 2-in. 16 ga. corrosion-resistant finish nails 1/2 in. from the edge and spaced 16-in. apart along the edge.

To fasten 4-in. corners to the wall, drive a pair of finish nails or siding nails, (one nail into each face of the corner) with the nails spaced 16 in. apart. For 6-in. corners, drive a pair of finish nails or siding nails into each face spaced 16 in. apart. Nails should be kept 3/4 in. from the edges of the board and 1-in. from the ends.

When walls are more than 10 ft. high, splice corner boards together using weather cuts of at least a 22.5° angle. The angle of the weather cut must slope downward and away from the building. Then nail both boards to the building with the same attachment schedule as for pre-assembled corners, except that 4-in. HardieTrim 5/4, 4/4 boards that should get two nails per side every 16 in. Only install trim by butting to it with the siding. Do not install any trim product over James Hardie® siding.



NOTE: All weather cut joints should be touched up prior to installation.

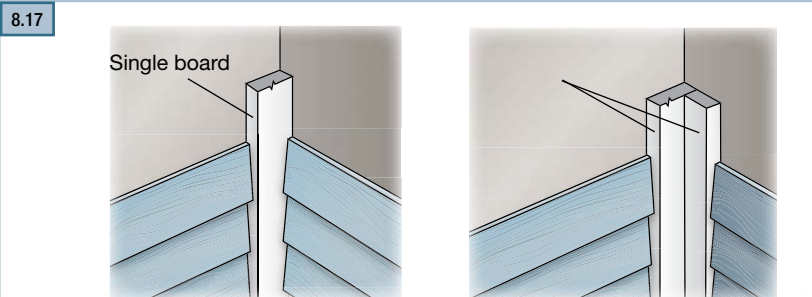


WARNING

Use only 2-in. 16-ga. finish nails to pre-assemble HardieTrim 5/4, 4/4 board corners.

INSIDE CORNERS

Inside corners can be made with either a single HardieTrim 5/4, 4/4 board in the corner, or with one board on each wall depending on the desired look.



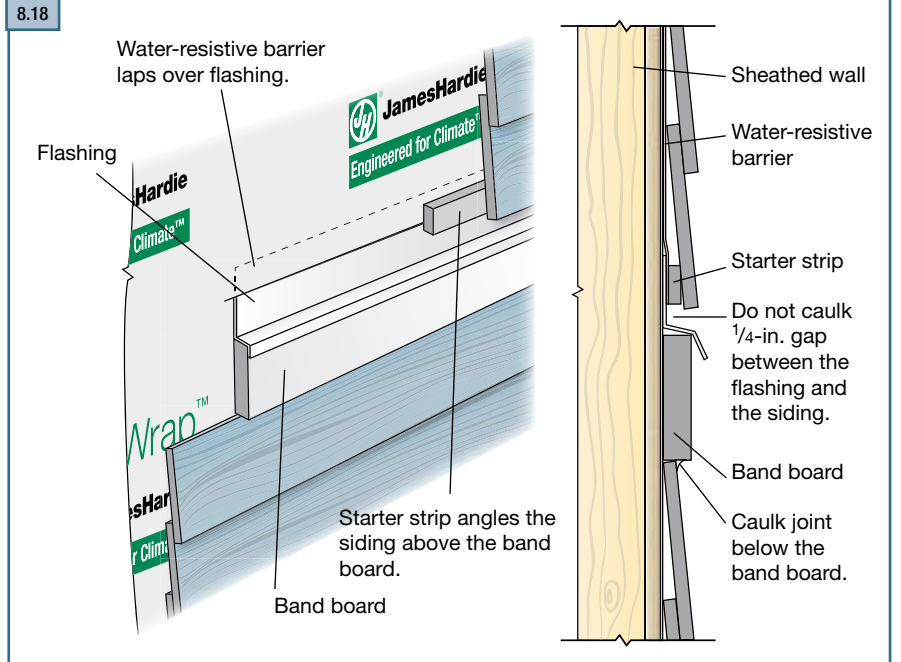
Installation of HardieTrim® 5/4, 4/4 & NT3® Back Grooved Boards

BAND BOARD

A Band board is a decorative horizontal trim used to break up the field of siding on a building. Any width of HardieTrim® 5/4, 4/4 boards can be used for band board depending on the type of detail desired. If installing a band board, pay special attention to flashing details and allow for potential shrinkage of solid rim joists in the walls that the band board may be attached to.

Caulk between the underside of the band board and the siding below. Do not caulk between the flashing and siding above the band board, and maintain a 1/4-in. gap between the two. Also make sure that the water-resistive barrier laps over the flashing for a continuous drainage plane. If running lap siding or shingle siding above the band board, a starter strip should be installed first to maintain the correct siding angle. Small Periodic gaps should be left in the starter strip to provide an escape route for excess moisture that may drain down behind the siding.

Use bevel-cut splice joints of at least 22.5° to join long lengths of HardieTrim 5/4, 4/4 boards. To attach band board to the building, drive two recommended fasteners every 16 in. for 4-in. and 6-in. boards. For 8-in. boards, use three fasteners every 16 in., and use four fasteners every 16 in. for 12-in. boards.



HARDIETRIM 5/4, 4/4 BOARDS FASTENER SPECIFICATIONS

The Fastener Specifications table shows fastener options for a variety of different nailing substrates. Please refer to the applicable ESR report online (see back page) to determine which fastener meets your wind load design criteria.

Fastening Substrate	Approved Fastener	Fastening Types	Nailing Patterns															
wood studs	10		<table border="1"> <tr> <td rowspan="2">Pre-built corners</td> <td>4-in</td> <td>1 nail every 16" to attach boards together</td> </tr> <tr> <td>6-in</td> <td>1 nail every 16" for each board</td> </tr> <tr> <td rowspan="2">Site-built corners & other areas (eg. windows, etc.)</td> <td>4-in & 6-in</td> <td>2 nails every 16"</td> </tr> <tr> <td>8-in</td> <td>3 nails every 16"</td> </tr> <tr> <td></td> <td></td> <td></td> <td>12-in</td> <td>4 nails every 16"</td> </tr> </table>	Pre-built corners	4-in	1 nail every 16" to attach boards together	6-in	1 nail every 16" for each board	Site-built corners & other areas (eg. windows, etc.)	4-in & 6-in	2 nails every 16"	8-in	3 nails every 16"				12-in	4 nails every 16"
Pre-built corners	4-in	1 nail every 16" to attach boards together																
	6-in	1 nail every 16" for each board																
Site-built corners & other areas (eg. windows, etc.)	4-in & 6-in	2 nails every 16"																
	8-in	3 nails every 16"																
			12-in	4 nails every 16"														
over minimum 7/16" OSB	10																	
steel studs	7 12 11																	
Pre-built corners	10																	

10 indicates recommended fasteners

TIP: James Hardie recommends using stainless steel finish nails when installing HardieTrim (Trim, Battens, Fascia, etc.) products.

WINDOW AND DOOR TRIM

Windows and doors must be installed per the manufacturer's instructions. Window flanges or flashings must be properly installed and lapped correctly under the water-resistive barrier prior to the installation of HardieTrim® 5/4, 4/4 boards. Once the HardieTrim 5/4, 4/4 boards is put on, proper flashing must be installed above the trim and lapped under the water-resistive barrier correctly.

Install HardieTrim 5/4, 4/4 boards around doors and windows using the "cap over" method, which means that the header or horizontal top piece of the trim extends and caps over the vertical jamb pieces on both sides. For windows, the bottom trim piece or sill trim fits in between the jambs.

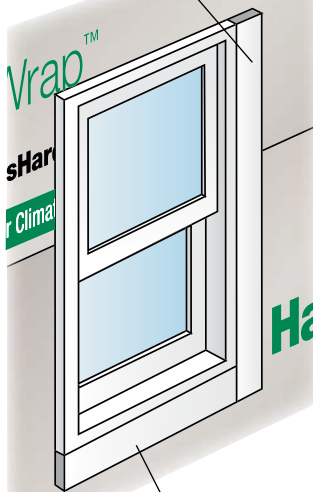
For cap-over trim installation:

- 1) Start by measuring the length of the bottom edge of the window, not including the flange.
- 2) Cut a piece of trim to that length and install it.
- 3) Next measure from the bottom of the installed trim to the top of the window.
- 4) Cut two pieces of trim to that length and install them on either side of the window.
- 5) For the cap, measure the distance between the outside edges of the side trim pieces. Cut a piece of trim to length and install it.

For doors the process is the same except that it starts with the side pieces, step three.

8.19 Window and door trim

Side trim pieces go to the top of the window.



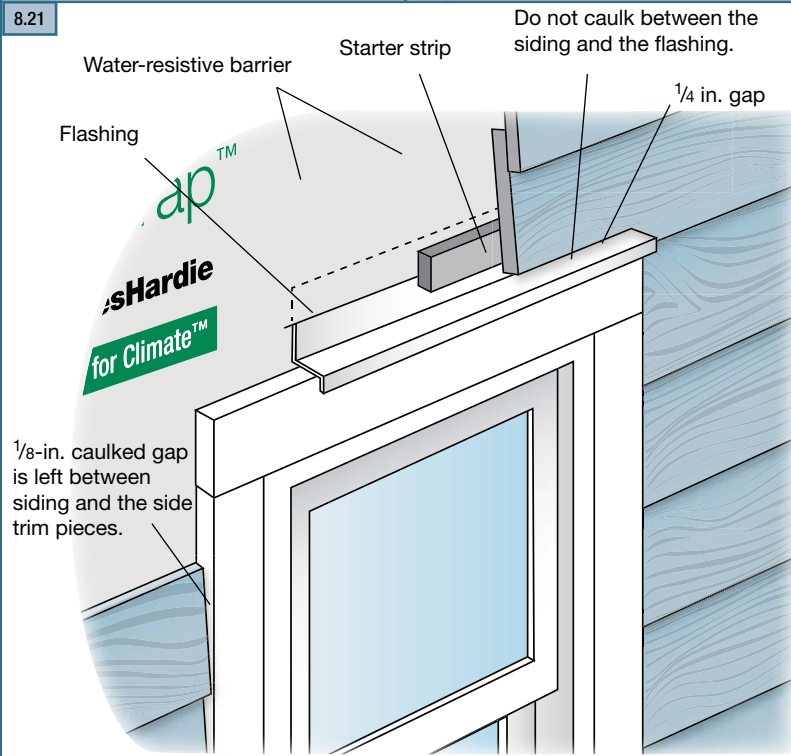
Bottom trim piece is the width of the window.

8.20

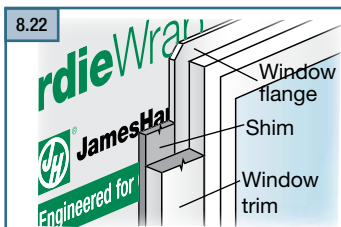
Header piece spans the window including the side trim pieces.



8.21



8.22



TIP: For trimming around windows and doors with attachment flanges, install a shim strip to build out the wall even with the flange. This strip lets the trim sit flat and parallel with the wall.

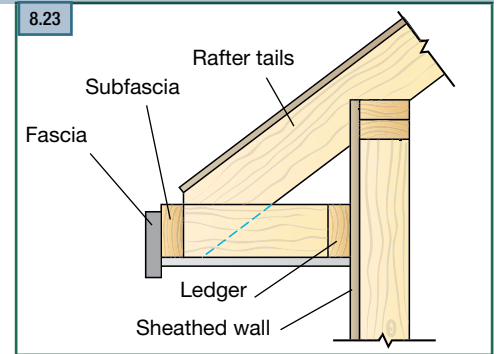
Installation of HardieTrim® 5/4, 4/4 & NT3® Back Grooved Boards

INSTALLING RAKE AND FASCIA BOARD

For fascia and rake board applications, James Hardie requires that all HardieTrim® products be nailed over a wood or steel subfascia. James Hardie recommends that the fascia be no more than 2 in. larger than the subfascia, e.g. over a nominal 2x6 subfascia, install an 8-in. fascia board (7 1/4-in. actual) fascia. On longer fascia runs, join HardieTrim boards with weather/bevel cuts.

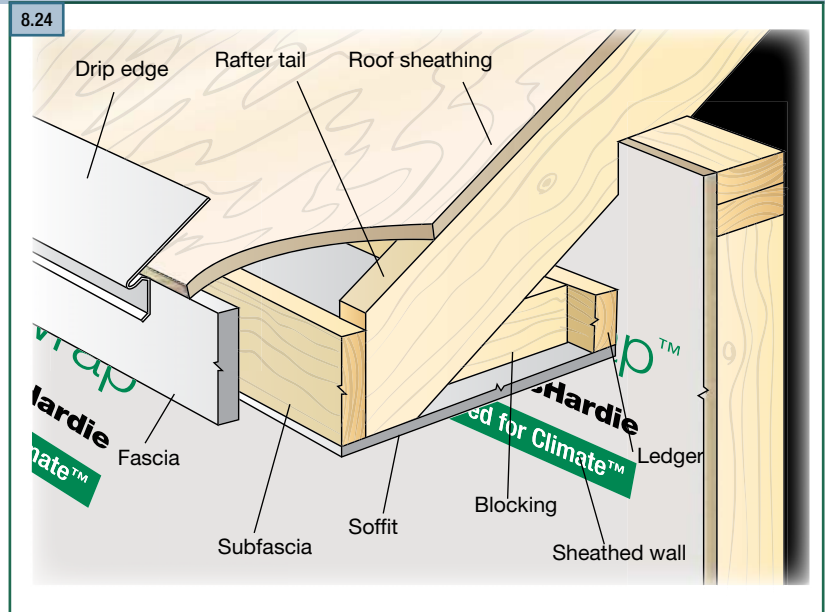
WARNING

Use only 2-in. 16-ga. finish nails to pre-assemble HardieTrim 5/4, 4/4 board corners.



DRIP EDGE

After the fascia is installed, a vinyl, coated aluminum or galvanized drip-edge flashing must be installed to the roof sheathing overlapping the fascia board. The drip edge helps protect the top edge of the fascia board and it minimizes water ingress into the soffit and/or cornice cavity. Choose a drip edge design that effectively channels water away from the face of the fascia and into gutters if present.



Installation of HardieTrim® Battens

General Product Information

Working Safely

Tools for Cutting and Fastening

General Installation Requirements

General Fastener Requirements

Finishing and Maintenance

HardieWrap® Weather Barrier

HardieTrim® Boards/Battens

HardieSoftie® Panels

HardiePlank® Lap Siding

HardieShingle® Siding

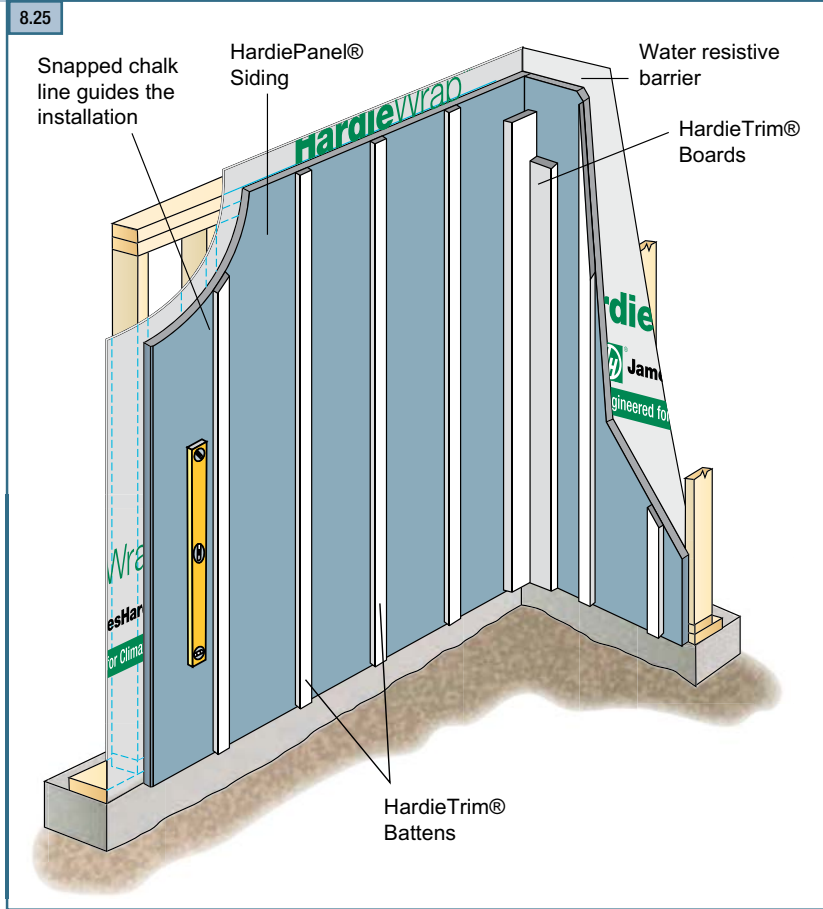
HardiePanel® Vertical Siding

Appendix/Glossary

ESR-1844 & 2290 Report

GETTING STARTED

HardieTrim® Battens are intended to be used with HardiePanel® vertical siding to achieve a board and batten look. HardieTrim Battens must be attached to wood or steel backing using an approved fastener from the table below. When installing HardieTrim Battens, determine layout and mark where battens will be attached. To ensure that HardieTrim Battens are installed vertically and parallel to each other, either snap chalk lines or use a level. When attaching battens ensure that fasteners are a minimum of 3/4" from edges, 1" from ends, and a maximum of 16" o.c.



ColorPlus® TIP:

HardieTrim® Battens with ColorPlus® Technology are shipped with a protective laminate slip sheet. James Hardie recommends keeping the protective sheet in place during cutting and fastening to reduce damage to the boards. Remove the protective sheet only after installing the boards and filling the nail holes with a colored touch-up pen. Finish nails are required for ColorPlus products.



HARDIETRIM BATTENS FASTENING SPECIFICATIONS

The Fastener Specifications table shows fastener options for a variety of different nailing substrates. Please refer to the applicable ESR report online (see back page) to determine which fastener meets your wind load design criteria.

Fastening Substrate	Approved Fastener	Fastener Types
wood studs	10	
over minimum 7/16" OSB	10	
steel studs	7 12 11	

● Indicates recommended fasteners. Required for ColorPlus® Products.

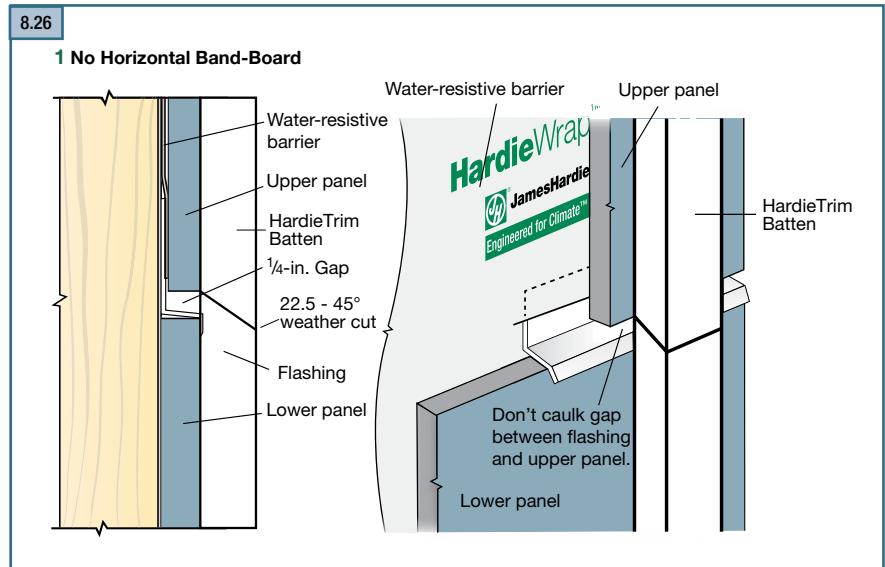
TIP: James Hardie recommends using stainless steel finish nails when installing HardieTrim (Trim, Battens, Fascia, etc.) products.

Installation of HardieTrim® Battens (continued)

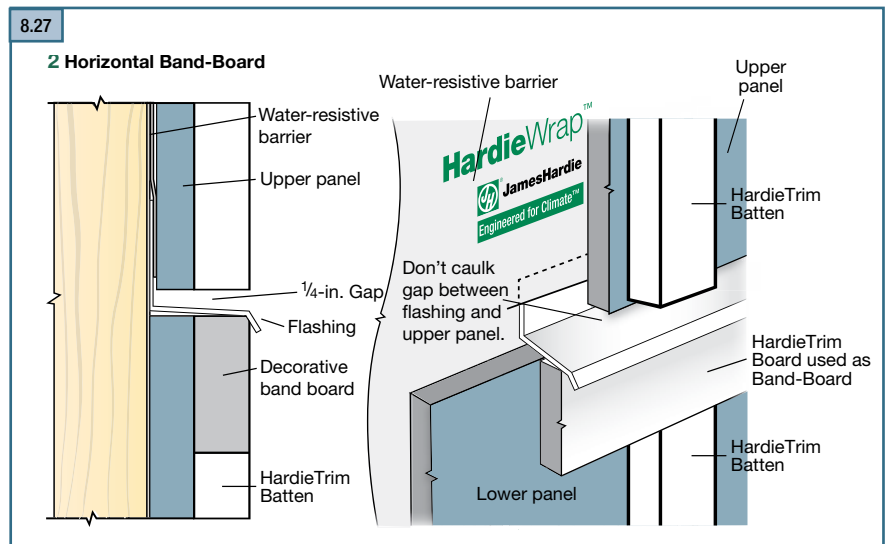
HORIZONTAL JOINT TREATMENT

Horizontal HardieTrim® Batten joints must occur at the same location as horizontal joints in HardiePanel® siding. Install horizontal HardieTrim Batten joints by using one of the following options:

1) If HardieTrim Battens are going to be installed over horizontal panel joints without the use of a horizontal band board, follow the procedure as illustrated in fig. 8.26. Start installing HardieTrim Battens by creating a weather-cut of at least a 22.5° angle, making a joint at the same location as the panel joint. Attach the bottom batten. Make sure the top batten has a matching weather-cut and then install top batten.



2) If HardieTrim Battens are to be installed over horizontal panel joints with the use of a horizontal band board, follow the procedure as illustrated in fig. 8.27. If HardieTrim Battens are to be installed horizontally, they must be installed in the same manner as in fig. 8.27. Make sure the horizontal Z-flashing is installed over both the lower panel and the horizontal band board. Attach the bottom batten tight to the bottom edge of the band board. Next, leaving a minimum 1/4" gap above the horizontal Z-flashing, install the top batten.



WARNING

Do not bridge floors with HardieTrim Battens and/or HardiePanel Siding.
A horizontal joint should always be created between floors.

HardieTrim® NT3® **H7L5**

4/4 & 5/4 Boards with Back Grooves



EFFECTIVE SEPTEMBER 2013

Visit www.jameshardie.com for the most recent version.

INSTALLATION REQUIREMENTS - PRIMED & COLORPLUS® PRODUCTS

IMPORTANT: FAILURE TO INSTALL AND FINISH THIS PRODUCT IN ACCORDANCE WITH APPLICABLE BUILDING CODES AND JAMES HARDIE WRITTEN APPLICATION INSTRUCTIONS MAY LEAD TO PERSONAL INJURY, AFFECT SYSTEM PERFORMANCE, VIOLATE LOCAL BUILDING CODES, AND VOID THE PRODUCT ONLY WARRANTY. BEFORE INSTALLATION, CONFIRM THAT YOU ARE USING THE CORRECT HARDIEZONE INSTRUCTIONS.

TO DETERMINE WHICH HARDIEZONE APPLIES TO YOUR LOCATION, VISIT WWW.HARDIEZONE.COM OR CALL 1-866-942-7343 (866 9HARDIE)

STORAGE & HANDLING:

Store flat and keep dry and covered prior to installation. Installing siding wet or saturated may result in shrinkage at butt joints. Carry planks on edge. Protect edges and corners from breakage. James Hardie is not responsible for damage caused by improper storage and handling of the product.



CUTTING INSTRUCTIONS

OUTDOORS

1. Position cutting station so that wind will blow dust away from user and others in working area.
2. Use one of the following methods:
 - b. Better:
 - i. Dust reducing circular saw equipped with a HardieBlade® saw blade and HEPA vacuum extraction
 - c. Good:
 - i. Dust reducing circular saw with a HardieBlade saw blade (only use for low to moderate cutting)

INDOORS

- NEVER use a power saw indoors
- NEVER use a circular saw blade that does not carry the HardieBlade saw blade trademark
- NEVER dry sweep – Use wet suppression or HEPA Vacuum
- Important Note: For maximum protection (lowest respirable dust production), James Hardie recommends always using "Best"-level cutting methods where feasible.

NIOSH-approved respirators can be used in conjunction with above cutting practices to further reduce dust exposures. Additional exposure information is available at www.jameshardie.com to help you determine the most appropriate cutting method for your job requirements. If concern still exists about exposure levels or you do not comply with the above practices, you should always consult a qualified industrial hygienist or contact James Hardie for further information. SD083105

INSTALLATION

Fastener Requirements

For Corners, Band Boards, Windows, and Door Applications:

HardieTrim NT3 boards with back grooves are installed with HardieTrim™ Flat Tabs (JH sku no. 280154) and HardieTrim™ Corner Tabs (JH sku no. 280155) which provide concealed fastening. Only HardieTrim Flat and Corner Tabs can be used with HardieTrim NT3 boards to create a concealed fastening.

Step 1: Attach HardieTrim Flat Tabs to the back side of the trim using four(4) 18 ga. 1/2"L x 1/4"W narrow crown corrosion resistant staples, equally spaced in one row, positioned no closer than 1/2" from trim edges using a pneumatic staple gun. (Figure 1)

Step 2: For wood frame construction, attach the trim to the building with minimum 2, 6d siding nails fastened through the HardieTrim Flat Tabs (Figures 2 & 3) *. ET&F or equivalent fasteners may be used to attach the HardieTrim Flat Tabs to steel frame construction. (Figures 2 & 3)

Fastener spacing will vary based on application. Refer to fastener table on page 4. Refer to specific sections in these instructions for required fastener spacing by application (window, band board, etc.)

HardieTrim® NT3 boards can also be installed in a more traditional fashion with finish nails. Use minimum 16 ga. 2" galvanized finish nails spaced at 16" o.c. to attach the trim.

For Fascia, Rake, and Frieze board Applications:

For fascia, rake, and frieze board applications, use minimum 16 ga. 2" galvanized finish nails to attach the HardieTrim NT3™ boards. Position finish nails no closer than 1/2" from the edges and no closer than 1" from the ends of the trim. Fasteners may be spaced at a maximum of 16" o.c. Ensure trim is adequately fastened.

Installation of HardieTrim tabs in Coastal Regions:

James Hardie requires that stainless steel staples & fasteners be used when installing HardieTrim Tabs in coastal regions.

Installation of HardieTrim Tabs over Pressure Treated Lumber:

HardieTrim tabs **shall not** come in direct contact with ACQ or CA preservative-treated wood. Refer to the General Fastening section of this document for further information.

HardieTrim NT3 boards with ColorPlus® Technology: Remove the laminate sheet as soon as possible after attaching the trim to the building.

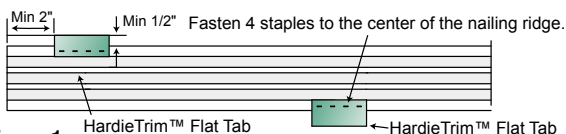


Figure 1

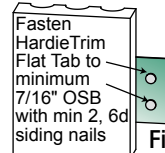


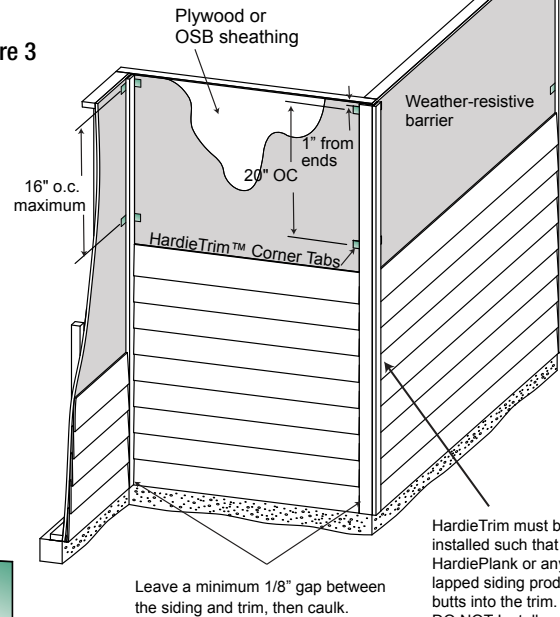
Figure 2

HardieTrim® NT3™ board is a decorative non-load bearing trim product.

GENERAL REQUIREMENTS:

- Wood or steel backing must be provided for attaching HardieTrim® NT3™ boards and the HardieTrim™ Flat Tabs. Additional framing may be required to ensure the HardieTrim™ Flat and Corner Tabs are fastened properly to the structure. Special attention should be paid to the framing when using a sheathing that does not have fastener holding equivalent to OSB or Plywood sheathing.
- A water-resistive barrier is required in accordance with local building code requirements. The water-resistive barrier must be appropriately installed with penetration and junction flashing in accordance with local building code requirements. James Hardie will assume no responsibility for water infiltration. James Hardie does manufacture HardieWrap® Weather Barrier, a non-woven non-perforated housewrap¹, which complies with building code requirements.
- Adjacent finished grade must slope away from the building in accordance with local building codes - typically a minimum of 6" in the first 10'.
- Flashing is required over horizontal protruding and exposed trim
- Do not install James Hardie® products such that they may remain in contact with standing water.
- DO NOT use stain, oil/alkyd base paint, or powder coating on James Hardie® Products.
- DO NOT Install HardieTrim over any lapped siding products.

Figure 3



HardieTrim must be installed such that the HardiePlank or any lapped siding product butts into the trim. DO NOT Install HardieTrim over any lapped siding products.

Leave a minimum 1/8" gap between the siding and trim, then caulk.

¹For additional information on HardieWrap® Weather Barrier, consult James Hardie at 1-866-4Hardie or www.hardiewrap.com

WARNING: AVOID BREATHING SILICA DUST

James Hardie® products contain respirable crystalline silica, which is known to the State of California to cause cancer and is considered by IARC and NIOSH to be a cause of cancer from some occupational sources. Breathing excessive amounts of respirable silica dust can also cause a disabling and potentially fatal lung disease called silicosis, and has been linked with other diseases. Some studies suggest smoking may increase these risks. During installation or handling: (1) work in outdoor areas with ample ventilation; (2) use fiber cement shears for cutting or, where not feasible, use a HardieBlade® saw blade and dust-reducing circular saw attached to a HEPA vacuum; (3) warn others in the immediate area; (4) wear a properly-fitted, NIOSH-approved dust mask or respirator (e.g. N-95) in accordance with applicable government regulations and manufacturer instructions to further limit respirable silica exposures. During clean-up, use HEPA vacuums or wet cleanup methods - never dry sweep. For further information, refer to our installation instructions and Material Safety Data Sheet available at www.jameshardie.com or by calling 1-800-9HARDIE (1-800-942-7343). FAILURE TO ADHERE TO OUR WARNINGS, MSDS, AND INSTALLATION INSTRUCTIONS MAY LEAD TO SERIOUS PERSONAL INJURY OR DEATH. SD050905

TRIMMING CORNERS

HardieTrim® NT3™ boards with back grooves are installed around corners by pre-building the corner off the wall with the HardieTrim™ Corner Tabs (JH sku no. 280155).

- Attach HardieTrim Corner Tabs to the back side of the trim using eight(8) - 18 ga. 1/2"L x 1/4"W narrow crown corrosion resistant staples using a pneumatic stapler. Ensure the HardieTrim Corner Tabs are fastened tight and straight to the trim boards. (Figure 4)
- For wood frame construction, attach trim to building using min. 6d siding nails fastened through the HardieTrim Corner Tabs attached to minimum 7/16" OSB *. (Figure 5)
- Attach a HardieTrim Corner Tab 1" from each ends and every 20" o.c.
- TIP: Creating a jig for the work station is recommended to ensure corners are fastened securely and straight. (Figure 7)

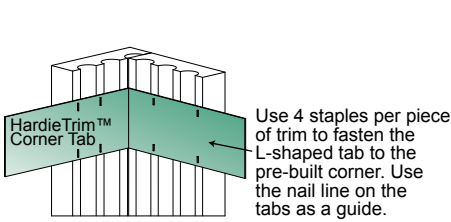


Figure 4

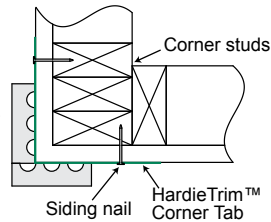


Figure 5

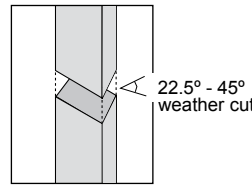


Figure 6

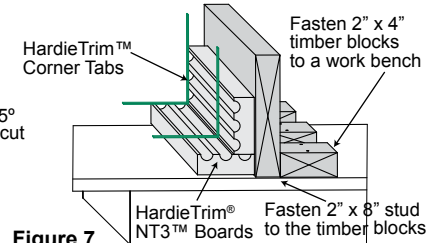


Figure 7

HardieTrim NT3™ boards with back grooves can also be installed directly to the building corners using minimum 16 ga. 2" galvanized finish nails 16" o.c.

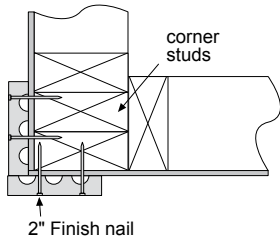


Figure 8

CLEARANCES

When installing James Hardie® products, all clearance details need to be followed. Install siding and trim products in compliance with local building code requirements for clearance between the bottom edge of the siding and the adjacent finished grade.

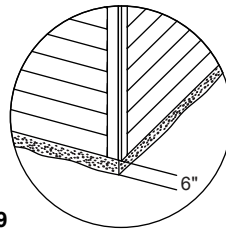


Figure 9

Maintain a minimum 2" clearance between James Hardie® trim products and decks, paths, steps and driveways.

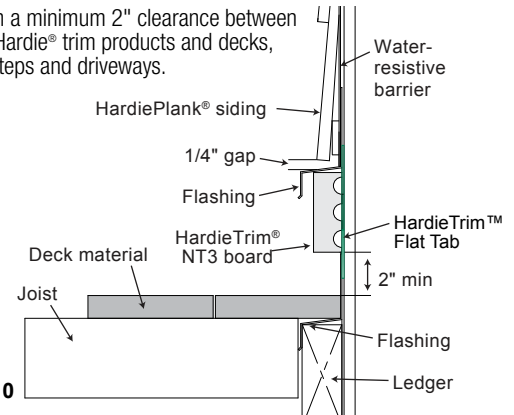


Figure 10

Maintain a 1/4" clearance between the bottom of James Hardie® products and horizontal flashing. Do not caulk gap.

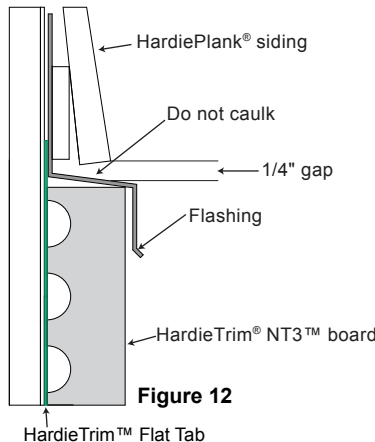


Figure 12

At the juncture of the roof and vertical surfaces, flashing and counterflashing shall be installed per the roofing manufacturer's instructions. Provide a 2" clearance between the roofing and the bottom edge of the trim.

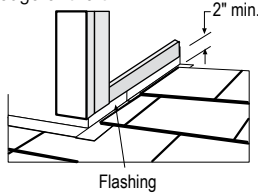


Figure 11

Maintain a minimum 1" gap between gutter end caps and siding & trim.

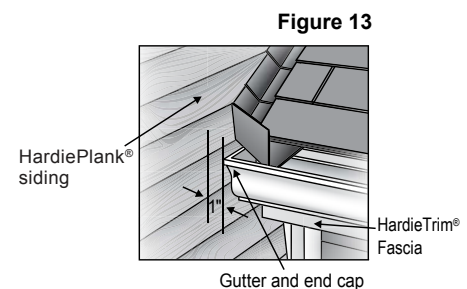


Figure 13

VALLEY FLASHING

The valley flashing must extend a minimum 2" past the HardieTrim® Fascia and 6" to either side. If the valley flashing has been cut flush with the roofing, an additional valley flashing extension must be installed. If rain gutter is present and roof shingles extend 1" past fascia, a valley flashing extension is not required.

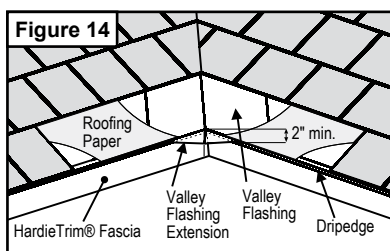


Figure 14

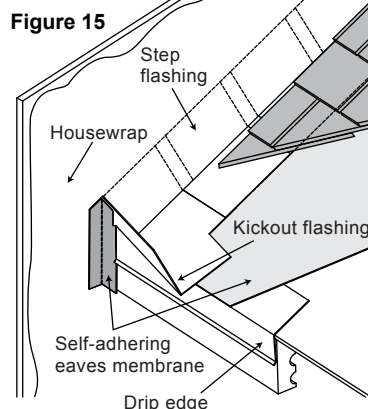


Figure 15

KICKOUT FLASHING

Because of the volume of water that can pour down a sloped roof, one of the most critical flashing details occurs where a roof intersects a sidewall. The roof must be flashed with step flashing. Where the roof terminates, install a kickout to deflect water away from the siding.

It is best to install a self-adhering membrane on the wall before the subfascia and trim boards are nailed in place, and then come back to install the kickout.

Figure 15, Kickout Flashing To prevent water from dumping behind the siding and the end of the roof intersection, install a "kickout" as required by IRC code R905.2.8.3: "...flashing shall be a min. of 4" high and 4" wide." James Hardie recommends the kickout be angled between 100° - 110° to maximize water deflection

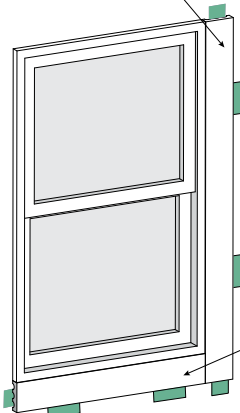
TRIM APPLICATION FOR WINDOWS, DOORS & OTHER OPENINGS

Trim the opening prior to the installation of the siding (Figure 16).

Place a Flat Tab at the end of each trim board and one tab every 16" OC. Attach the trim boards and Flat Tabs around the opening as shown in Figures 16 and 17. Use 16 ga. galvanized 2" long finish nails to ensure proper fastening if needed.

Figure 16

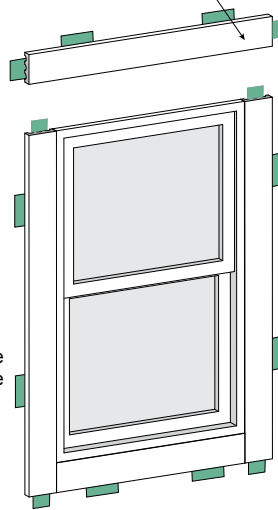
Side trim pieces go to the top of the window.



Bottom trim piece is the width of the window.

Figure 17

Header piece spans the window including the side trim pieces.

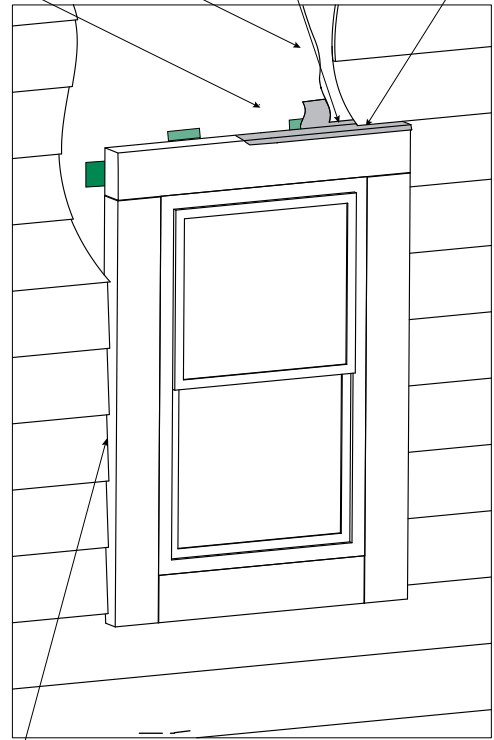


NOTE: Follow your window/door manufacturers installation instructions.

Flashing needs to be tucked under the water resistive barrier and over the Flat Tabs.

Do not caulk between the siding and the flashing.

Water-resistive Barrier 1/4" gap



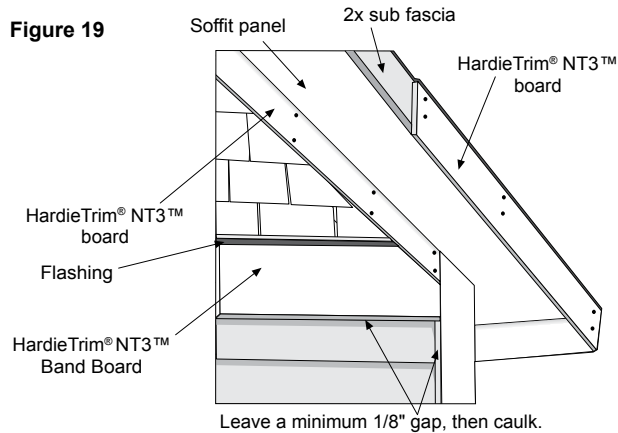
1/8" caulked gap is left between siding and the side trim pieces.

Figure 18

BAND BOARDS, FRIEZE BOARDS, RAKE TRIM & FASCIA

HardieTrim® NT3 boards may also be used as band boards, frieze boards, rake trim or fascia (Figure 19). Use 16 ga. galvanized 2" long finish nails to ensure proper fastening if needed.

Figure 19



FRIEZE BOARDS

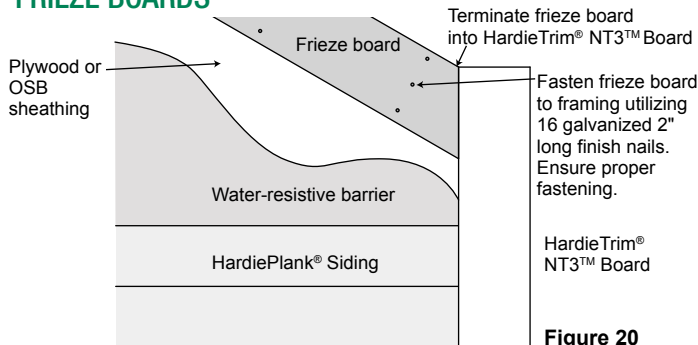
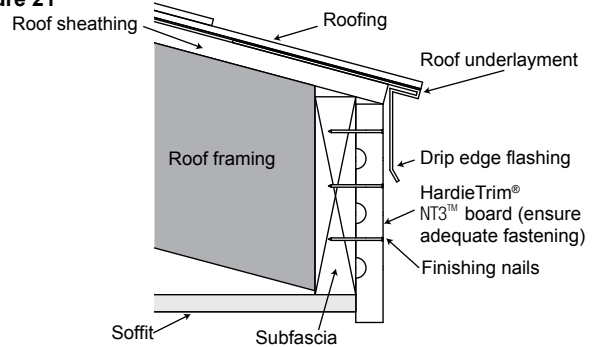


Figure 20

FASCIA & RAKE

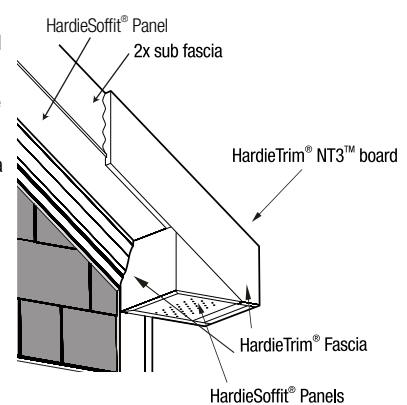
For fascia and rake applications, a flashing is required over top of the fascia (Figure 21).

Figure 21



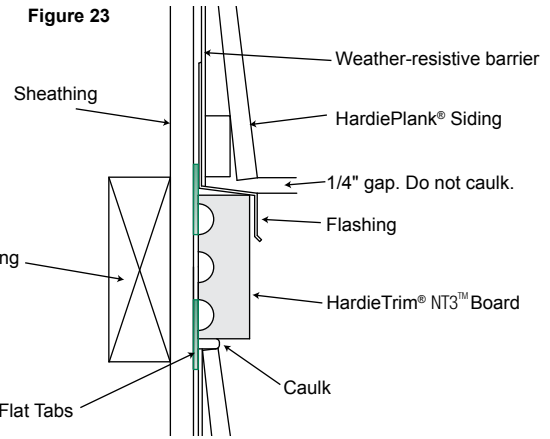
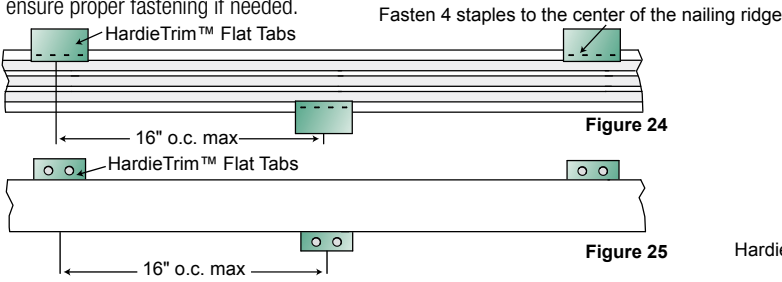
**Figure 22
Birdhouse Detail**

Ensure that all birdhouse trim is adequately fastened to a solid substrate.



BAND BOARD

A flashing is required over the trim and HardieTrim™ Flat Tabs. (Figure 23) Terminate ends of the Band Board into Trim or Siding or miter cut the edges of the trim at the corners of the building. Place a HardieTrim™ Flat Tab at the end of each trim board and one tab every stud at a maximum of 16" o.c. The HardieTrim™ Flat Tabs should be attached to the trim in an alternating pattern to the top and bottom of the band board (Figure 24, 25). Use 16 ga. galvanized 2" long finish nails to ensure proper fastening if needed.



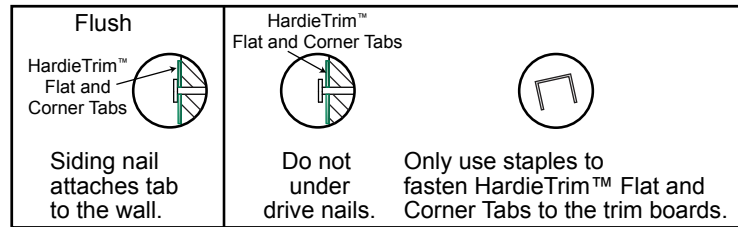
GENERAL FASTENING REQUIREMENTS

Fasteners must be corrosion resistant, galvanized, or stainless steel. Electro-galvanized are acceptable but may exhibit premature corrosion. James Hardie recommends the use of quality, hot-dipped galvanized fasteners. James Hardie is not responsible for the corrosion resistance of fasteners. Stainless steel fasteners are recommended when installing James Hardie® products near the ocean, large bodies of water, or very humid climates.

Manufacturers of ACQ and CA preservative-treated wood recommend spacer materials or other physical barriers to prevent direct contact of ACQ or CA preservative-treated wood and aluminum products. Fasteners used to attach HardieTrim™ Tabs to preservative-treated wood shall be of hot dipped zinc-coated galvanized steel or stainless steel and in accordance to 2009 IRC R317.3 or 2009 IBC 2304.9.5."

- Drive fasteners perpendicular to the trim and framing.
- Do not drive fasteners at an angle.
- For wood framing, under driven fasteners should be hit flush to the HardieTrim™ Flat and Corner Tabs with a hammer (for steel framing, remove and replace nail).
- **Do not use aluminum fasteners, staples, or clipped head nails to attach the product directly to the building.**

Figure 26



PNEUMATIC FASTENING:

HardieTrim® NT3™ boards with the back groove can be fastened with a pneumatic tool. All fasteners should be driven flush to the HardieTrim™ Flat and Corner Tabs (Figure 26). A flush mount attachment on the pneumatic tool is recommended. This will help control the depth the fastener is driven. If setting the depth proves difficult, choose a setting that under drives the fastener. (Drive under driven fasteners snug with a smooth faced hammer - Does not apply for installation to steel framing).

FASTENER TABLE

Application	Framing Material Tab is nailed into	Fastener (tab to framing)	Fastener (tab to NT3 trim)	Max Tab Spacing (inches on center)
Flat Tab	Wood Stud (minimum G=0.42)	One 6d corrosion resistant siding nail installed through center of flange into framing	Four 18 ga. X 1/2" long X 1/4" wide corrosion resistant crown staples, equally spaced in one row	16
	Minimum APA rated 7/16" OSB	Two 4d ring shank corrosion resistant siding nails equally spaced installed through flange into framing		
	Minimum 20 gauge steel	One No. 8 X 1" long X 0.323" head diameter screw (corrosion resistant) installed through flange into framing		
Corner Tab	Wood Stud (minimum G=0.42)	On each flange, install one 6d corrosion resistant siding nail through flange into framing	For each piece of trim, install Four 18 ga. X 1/2" long X 1/4" wide corrosion resistant crown staples, equally space in two rows	20
	Minimum APA rated 7/16" OSB	On each flange, install two 4d ring shank corrosion resistant siding nails through flange into framing		
	Minimum 20 gauge steel	On each flange, install one No. 8 X 1" long X 0.323" head diameter screw (corrosion resistant) through flange into framing		

Wind-Borne Debris Region: "Supplemental fasteners may be necessary when installing tabs in a Wind-Borne Debris Region, please call Technical Services 800-942-7343 with any questions."

CUT EDGE TREATMENT

Caulk, paint or prime all field cut edges. James Hardie touch-up kits are required to touch-up ColorPlus products.

CAULKING

For best results use an Elastomeric Joint Sealant complying with ASTM C920 Grade NS, Class 25 or higher or a Latex Joint Sealant complying with ASTM C834. Caulking/Sealant must be applied in accordance with the caulking/sealant manufacturer's written instructions. **Note: OSI Quad as well as some other caulking manufacturers do not allow tooling.**

PAINTING

DO NOT use stain, oil/alkyd base paint, or powder coating on James Hardie® Products. James Hardie products must be painted within 180 days for primed product and 90 days for unprimed. 100% acrylic topcoats are recommended. DO NOT paint when wet. For application rates refer to paint manufacturers specifications. Back-rolling is recommended if the siding is sprayed.

COLORPLUS® TECHNOLOGY CAULKING, TOUCH-UP & LAMINATE

- Care should be taken when handling and cutting James Hardie ColorPlus products. During installation use a wet soft cloth or soft brush to gently wipe off any residue or construction dust left on the product, then rinse with a garden hose.
- Touch up nicks, scrapes and nail heads using the ColorPlus Technology touch-up applicator. Touch-up paint should be used sparingly. If large areas require touch-up, replace the damaged area with new HardieTrim NT3 board with ColorPlus Technology.
- Laminate sheet must be removed immediately after installation of each trim board.
- Terminate non-factory cut edges into trim where possible, and caulk. Color matched caulks are available from your ColorPlus® product dealer.
- Treat all other non-factory cut edges using the ColorPlus Technology edge coat, available from your ColorPlus product dealer.

Note: James Hardie does not warrant the usage of third party touch-up and paints or paints used as a touch-up on James Hardie ColorPlus products.

Problems with appearance or performance arising from use of third party touch-up paints or paints used as touch-up that are not James Hardie touch-up, will not be covered under the James Hardie ColorPlus Limited Finish Warranty.

PAINTING JAMES HARDIE® SIDING AND TRIM PRODUCTS WITH COLORPLUS® TECHNOLOGY

When repainting ColorPlus® products, James Hardie recommends the following regarding surface preparation and topcoat application:

- Ensure the surface is clean, dry, and free of any dust, dirt, or mildew
- Repriming is normally not necessary
- 100% acrylic topcoats are recommended
- DO NOT use stain, oil/alkyd base paint, or powder coating on James Hardie® Products
- Apply finish coat in accordance with paint manufacturers written instructions regarding coverage, application methods, and application temperature
- DO NOT caulk nail heads when using ColorPlus products, refer to the ColorPlus touch-up section

RECOGNITION: HardieTrim boards may be installed as an equal alternative to conventional trim permitted for use in; 2006, 2009, & 2012 International Building Code, Section 1402.1, and the 2006, 2009, & 2012 International Residence Code for One - and Two - Family - Dwellings, Section R703.1.

4/4 & 5/4

HardieTrim® **HZ** Boards



Trim Map



James Hardie

EFFECTIVE SEPTEMBER 2013

INSTALLATION REQUIREMENTS - PRIMED & COLORPLUS® PRODUCTS

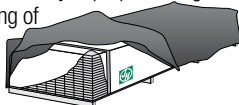
Visit www.jameshardie.com for the most recent version.

These instructions are to be used for **HardieTrim® HZ™** Boards ONLY and are ONLY valid in the following states: WA, OR, CA, NV, UT, ID, CO, WY, MT, AZ, NM.

IMPORTANT: FAILURE TO INSTALL AND FINISH THIS PRODUCT IN ACCORDANCE WITH APPLICABLE BUILDING CODES AND JAMES HARDIE WRITTEN APPLICATION INSTRUCTIONS MAY LEAD TO PERSONAL INJURY, AFFECT SYSTEM PERFORMANCE, VIOLATE LOCAL BUILDING CODES, AND VOID THE PRODUCT ONLY WARRANTY. BEFORE INSTALLATION, CONFIRM THAT YOU ARE USING THE CORRECT HARDIEZONE INSTRUCTIONS. TO DETERMINE WHICH HARDIEZONE APPLIES TO YOUR LOCATION, VISIT WWW.HARDIEZONE.COM OR CALL 1-866-942-7343 (866 9HARDIE)

STORAGE & HANDLING:

Store flat and keep dry and covered prior to installation. Installing siding wet or saturated may result in shrinkage at butt joints. Carry product on edge. Protect edges and corners from breakage. James Hardie is not responsible for damage caused by improper storage and handling of the product.



CUTTING INSTRUCTIONS

OUTDOORS

1. Position cutting station so that wind will blow dust away from user and others in working area.
2. Use one of the following methods:
 - A. Better:
 - i. Dust reducing circular saw equipped with a HardieBlade® saw blade and HEPA vacuum extraction
 - B. Good:
 - i. Dust reducing circular saw with a HardieBlade saw blade (only use for low to moderate cutting)

INDOORS

- NEVER use a power saw indoors
- NEVER use a circular saw blade that does not carry the HardieBlade saw blade trademark
- NEVER dry sweep – Use wet suppression or HEPA Vacuum

Important Note: For maximum protection (lowest respirable dust production), James Hardie recommends always using "Best"-level cutting methods where feasible.

NIOSH-approved respirators can be used in conjunction with above cutting practices to further reduce dust exposures. Additional exposure information is available at www.jameshardie.com to help you determine the most appropriate cutting method for your job requirements. If concern still exists about exposure levels or you do not comply with the above practices, you should always consult a qualified industrial hygienist or contact James Hardie for further information. SD083105

HardieTrim® board is a decorative non-load bearing trim product.

Do not use as fascia in HZ™ zones

GENERAL REQUIREMENTS:

- Wood or steel backing must be provided for attaching HardieTrim boards.
- A water-resistive barrier is required in accordance with local building code requirements. The water-resistive barrier must be appropriately installed with penetration and junction flashing in accordance with local building code requirements. James Hardie will assume no responsibility for water infiltration. James Hardie does manufacture HardieWrap™ Weather Barrier, a non-woven non-perforated housewrap¹, which complies with building code requirements.
- When installing James Hardie products all clearance details in figs. 3,4,5,6,7,8,& 9 must be followed in accordance to your HardieZone.
- Flashing is required over all horizontal protruding and exposed trim.
- Adjacent finished grade must slope away from the building in accordance with local building codes - typically a minimum of 6" in the first 10'.
- Do not install James Hardie products such that they may remain in contact with standing water.
- DO NOT use stain, oil/alkyd base paint, or powder coating on James Hardie® Products.
- DO NOT Install HardieTrim over any lapped siding products.

INSTALLATION

HardieTrim may be installed using traditional fastening method or by concealed fastening method.

Traditional Fastener Requirements

Use 2" minimum 16 ga. finish nails to attach HardieTrim boards to wood frame construction. ET&F or equivalent fasteners or screws may be used to attach HardieTrim boards to steel frame construction.

Fastening instructions are similar for all applications. When using finish nails, position nails no closer than 1/2" from the edges of the trim and for all other fasteners no closer than 3/4". Fasteners must be no closer than 1" from ends of trim and spaced a maximum of 16" o.c. Ensure trim is adequately fastened.

James Hardie recommends using stainless steel finish nails when installing HardieTrim (Trim, Battens, Fascia, etc.) products.

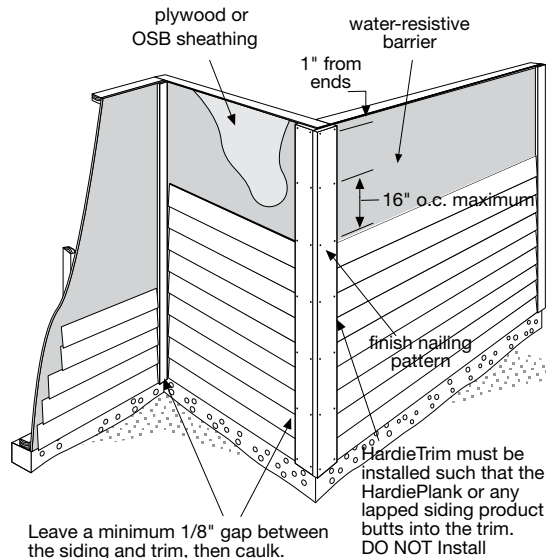
HardieTrim 4/4 & 5/4 boards with ColorPlus® Technology: A finish nail is required for installing HardieTrim 4/4 & 5/4 boards. Remove laminate sheet as soon as possible after nailing. Nail head touch up can be done before or after removal of the laminate sheet when using finish nails. The preferred method is to touch-up while the laminate sheet is in place. Remove the laminate sheet before paint dries.

Minimum fastener guide for finish nailing:

	Pre-built corner	Site Built Corners	Other areas (e.g. window trim, band boards and fascia)
4"	1 nail every 16" to attach boards together + 1 nail every 16" each board	2 nails every 16"	2 nails every 16"
6"	1 nail every 16" to attach boards together + 2 nails every 16" each board		
8"	-	3 nails every 16"	3 nails every 16"
12"	-	4 nails every 16"	3 nails every 16"

¹For additional information on HardieWrap™ Weather Barrier, consult James Hardie at 1-866-4Hardie or www.hardiewrap.com

Figure 1



HardieTrim must be installed such that the HardiePlank or any lapped siding product butts into the trim. DO NOT Install HardieTrim over any lapped siding products.

WARNING: AVOID BREATHING SILICA DUST

James Hardie® products contain respirable crystalline silica, which is known to the State of California to cause cancer and is considered by IARC and NIOSH to be a cause of cancer from some occupational sources. Breathing excessive amounts of respirable silica dust can also cause a disabling and potentially fatal lung disease called silicosis, and has been linked with other diseases. Some studies suggest smoking may increase these risks. During installation or handling: (1) work in outdoor areas with ample ventilation; (2) use fiber cement shears for cutting or, where not feasible, use a HardieBlade® saw blade and dust-reducing circular saw attached to a HEPA vacuum; (3) warn others in the immediate area; (4) wear a properly-fitted, NIOSH-approved dust mask or respirator (e.g. N-95) in accordance with applicable government regulations and manufacturer instructions to further limit respirable silica exposures. During clean-up, use HEPA vacuums or wet cleanup methods - never dry sweep. For further information, refer to our installation instructions and Material Safety Data Sheet available at www.jameshardie.com or by calling 1-800-9HARDIE (1-800-942-7343). FAILURE TO ADHERE TO OUR WARNINGS, MSDS, AND INSTALLATION INSTRUCTIONS MAY LEAD TO SERIOUS PERSONAL INJURY OR DEATH. SD050905

TRIMMING CORNERS

When installing corners or other vertical trim, position boards on the wall and attach (fig. 2b). Use weather cuts sloped away from the wall to join (fig. 3). Alternatively corners can be pre-built (fig. 2a).

Pre-Built Corners

Corners can be pre-built off the wall using 2" finishing nails. Each side of the pre-built corner must be secured to the wall (fig. 2a).

Figure 2a

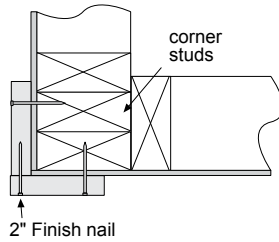


Figure 2b

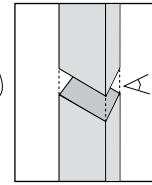
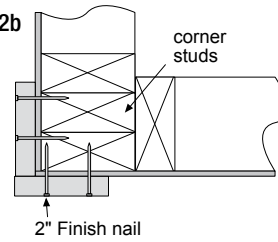


Figure 3

22.5° - 45°
water cut

CLEARANCES: Refer to your HardieZone™ for proper clearance requirements

Note: HZ5™ = minimum 2" / HZ10™ = minimum 1" - 2"

Install siding and trim products in compliance with local building code requirements for clearance between the bottom edge of the siding and the adjacent finished grade.

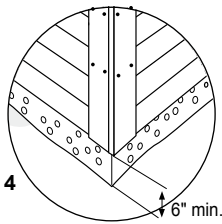
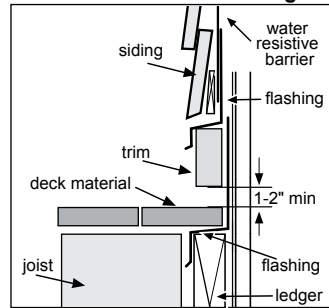


Figure 4

Maintain a minimum 1-2" clearance between James Hardie® trim products and decks, paths, steps and driveways.

Figure 5



At the juncture of the roof and vertical surfaces, flashing and counterflashing shall be installed per the roofing manufacturer's instructions. Provide a 1-2" clearance between the roofing and the bottom edge of the trim.

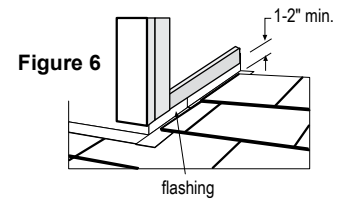
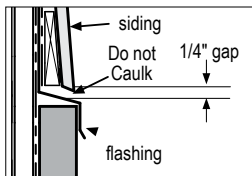


Figure 6

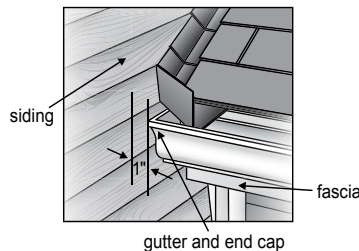
Maintain a 1/4" clearance between the bottom of James Hardie® products and horizontal flashing. Do not caulk gap.

Figure 7



Maintain a minimum 1" gap between gutter end caps and siding & trim.

Figure 8



VALLEY FLASHING

The valley flashing must extend a minimum 1-2" past the HardieTrim® Fascia and 6" to either side. If the valley flashing has been cut flush with the roofing, an additional valley flashing extension must be installed. If rain gutter is present and roof shingles extend 1" past fascia, a valley flashing extension is not required.

Figure 9

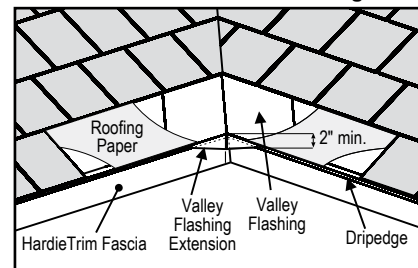
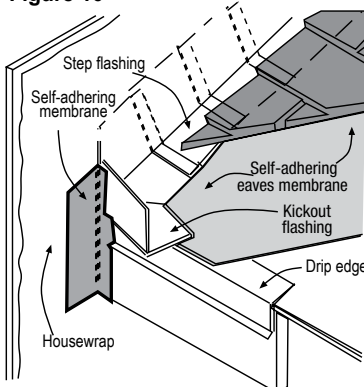


Figure 10



KICKOUT FLASHING

Because of the volume of water that can pour down a sloped roof, one of the most critical flashing details occurs where a roof intersects a sidewall. The roof must be flashed with step flashing. Where the roof terminates, install a kickout to deflect water away from the siding.

It is best to install a self-adhering membrane on the wall before the subfascia and trim boards are nailed in place, and then come back to install the kickout.

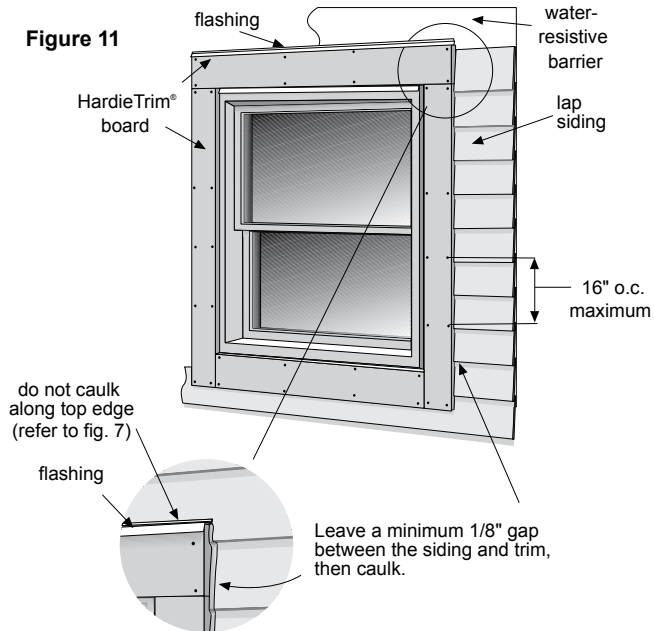
Figure 10, Kickout Flashing† To prevent water from dumping behind the siding and the end of the roof intersection, install a "kickout" as required by IRC code R905.2.8.3 : "...flashing shall be a min. of 4" high and 4" wide." James Hardie recommends the kickout be angled between 100° - 110° to maximize water deflection.

† The illustration (figure 10) was reprinted with permission of THE JOURNAL OF LIGHT CONSTRUCTION. For subscription information, visit www.jlconline.com.

TRIM APPLICATION FOR WINDOWS, DOORS & OTHER OPENINGS

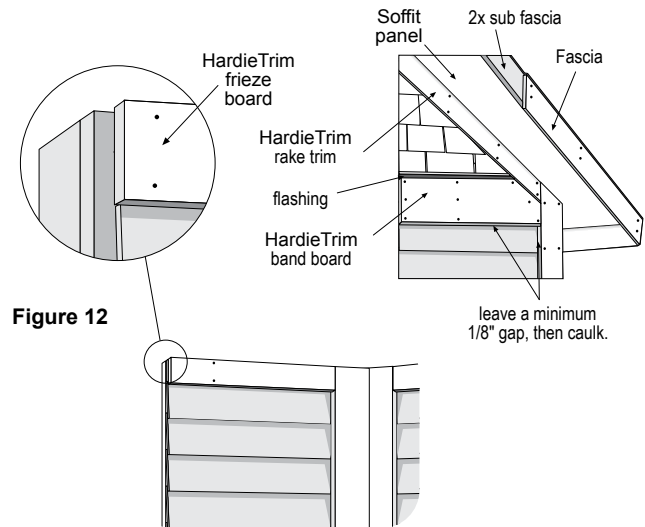
Trim the opening prior to the installation of the siding (fig. 11)

NOTE: Follow your window/door manufacturers installation instructions.



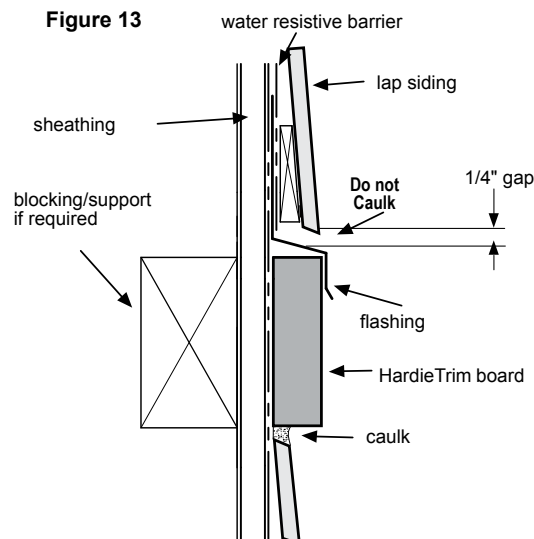
BAND BOARDS, FRIEZE BOARDS, & RAKE TRIM

HardieTrim® 4/4 & 5/4 boards may also be used as band boards, frieze boards, or rake trim (fig. 12).



BAND BOARD

A flashing is required over the trim (fig. 13).



CONCEALED FASTENING TABS

For Corners, Band Boards, Windows, and Door Applications:

HardieTrim® boards can be installed with Flat Tabs (JH sku no. 280154) and Corner Tabs (JH sku no. 280155) which provide concealed fastening. Only Flat and Corner Tabs can be used with HardieTrim® boards to create a concealed fastening. Additional framing may be required to ensure the Flat and Corner Tabs are fastened properly to the structure. Special attention should be paid to the framing when using a sheathing that does not have fastener holding equivalent to OSB or Plywood sheathing.

Step 1: Attach Flat Tabs to the back side of the trim with 4 18 ga. 1/2" L x 1/4" W narrow crown corrosion resistant staples, equally spaced in one row, positioned no closer than 1/2" from trim edges, using a pneumatic staple gun. (Figure 19)

Step 2: For wood frame construction, attach the trim to the building using 2, 6d siding nails fastened through the Flat Tabs. ET&F or equivalent fasteners may be used to attach the Flat Tabs to steel frame construction. (Figures 20)

Fastener spacing will vary based on application. Refer to specific sections in these instructions for required fastener spacing by application (window, band board, etc.) Refer to fastener table on page 6

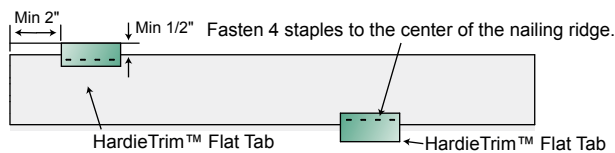


Figure 19

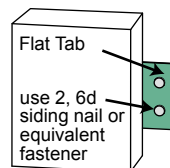


Figure 20

Installation of HardieTrim tabs in Coastal Regions:

James Hardie requires that stainless steel staples & fasteners be used when installing HardieTrim™ Tabs in coastal regions.

Installation of HardieTrim Tabs over Pressure Treated Lumber:

HardieTrim™ tabs shall not come in direct contact with ACQ or CA preservative-treated wood. Refer to the General Fastening section of this document for further information.

HardieTrim® NT3™ boards with ColorPlus® Technology

Remove the laminate sheet as soon as possible after attaching the trim to the building.

TRIMMING CORNERS

HardieTrim® boards are installed around corners by pre-building the corner off the wall with the Corner Tabs (JH sku no. 280155).

- Attach Corner Tabs to the back side of the trim with 8 18 ga. 1/2" L x 1/4" W narrow crown corrosion resistant staples using a pneumatic staple gun. Ensure the Corner Tabs are fastened tight and straight to the trim boards. (Figure 21)
- For wood frame construction, attach the trim to the building with 2, 6d siding nails fastened through the Corner Tabs. ET&F or equivalent fasteners may be used to attach the Corner Tabs to steel frame construction. (Figure 22)
- Attach a Corner Tab 1" from each edge and every 20" o.c.
- TIP: Creating a jig for the work station is recommended to ensure the corners are fastened securely and straight. (Figure 24)

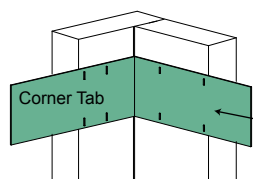


Figure 21

Use 4 staples per piece of trim to fasten the L-shaped tab to the pre-built corner. Use the nail line on the tabs as a guide.

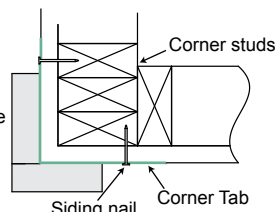


Figure 22

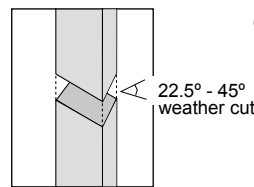


Figure 23

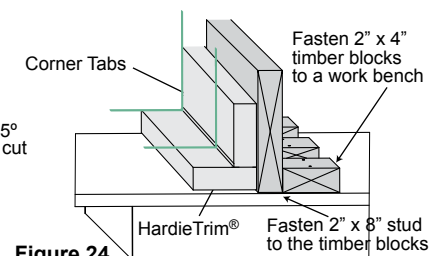


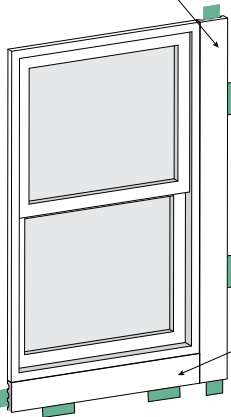
Figure 24

TRIM APPLICATION FOR WINDOWS, DOORS & OTHER OPENINGS

Trim the opening prior to the installation of the siding (Figure 26). Place a Flat Tab at the end of each trim board and one tab every 16" OC. Attach the trim boards and Flat Tabs around the opening as shown in Figures 26 and 27. Use 16 ga. galvanized 2" long finish nails to ensure proper fastening if needed.

Figure 26

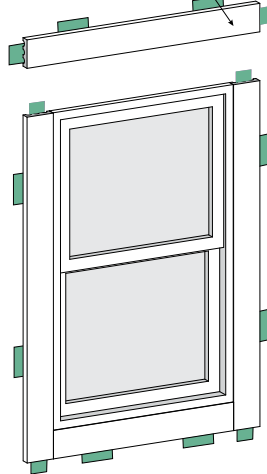
Side trim pieces go to the top of the window.



Bottom trim piece is the width of the window.

Figure 27

Header piece spans the window including the side trim pieces.



NOTE: Follow your window/door manufacturers installation instructions.

BAND BOARD

A flashing is required over the trim and Flat Tabs. (Figure 29) Terminate ends of the Band Board into Trim or Siding or miter cut the edges of the trim at the corners of the building. Place a Flat Tab at the end of each trim board and one tab every stud at a maximum of 16" o.c. The Flat Tabs should be attached to the trim in an alternating pattern to the top and bottom of the band board (Figure 30 and 31). Use 16 ga. galvanized 2" long finish nails to ensure proper fastening if needed.

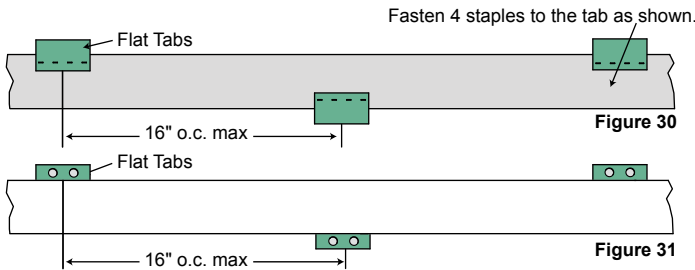


Figure 32

<p>Flush</p> <p>Flat and Corner Tabs</p> <p>Siding nail attaches tab to the wall.</p>	<p>Flat and Corner Tabs</p> <p>Do not under drive nails.</p>	<p>Only use staples to fasten Flat and Corner Tabs to the trim boards.</p>
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* Refer to your paint manufacturer for washing and recoating requirements related to paint performance.

GENERAL FASTENING REQUIREMENTS

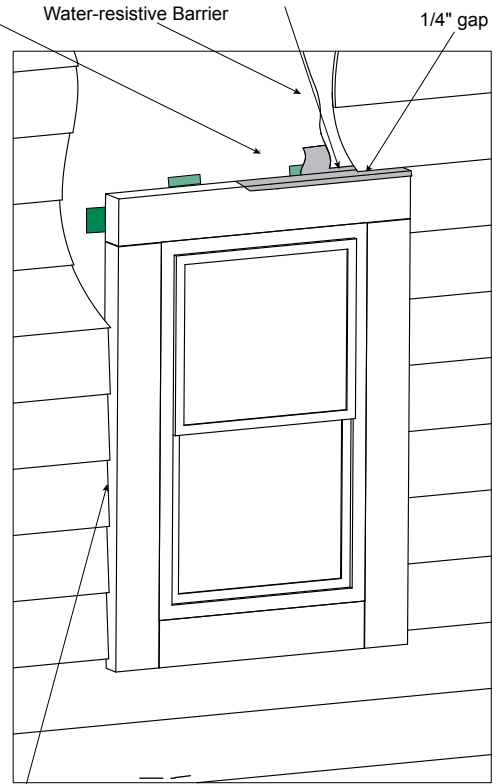
Fasteners must be corrosion resistant, galvanized, or stainless steel. Electro-galvanized are acceptable but may exhibit premature corrosion. James Hardie recommends the use of quality, hot-dipped galvanized nails. James Hardie is not responsible for the corrosion resistance of fasteners. Stainless steel fasteners are recommended when installing James Hardie® products near the ocean, large bodies of water, or very humid climates.

- Drive fasteners perpendicular to the trim and framing.
- Do not drive nails at an angle.
- For wood framing, under driven nails should be hit flush to the trim with a hammer (for steel framing, remove and replace nail).
- Do not use aluminum fasteners, staples, or clipped head nails.

Manufacturers of ACQ and CA preservative-treated wood recommend spacer materials or other physical barriers to prevent direct contact of ACQ or CA preservative-treated wood and aluminum products. Fasteners used to attach HardieTrim Tabs to preservative-treated wood shall be of hot dipped zinc-coated galvanized steel or stainless steel and in accordance to 2009 IRC R317.3 or 2009 IBC 2304.9.5."

Flashing needs to be tucked under the water resistant barrier and over the Flat Tabs.

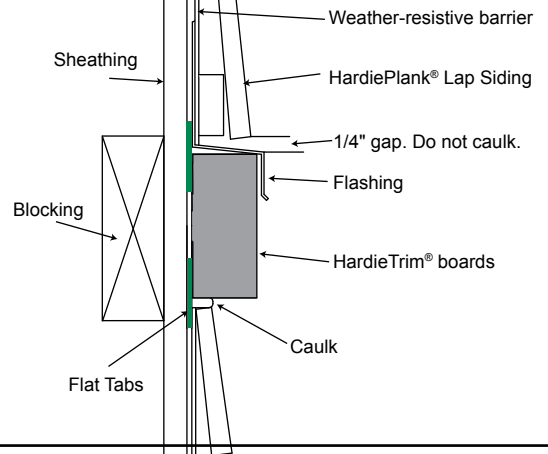
Do not caulk between the siding and the flashing.



1/8" caulked gap is left between siding and the side trim pieces.

Figure 28

Figure 29



<p>Flush</p> <p>Figure A - Finish Nail</p>	<p>do not under drive nails</p>	<p>DO NOT STAPLE</p>
---	---------------------------------	----------------------

PNEUMATIC FASTENING:

HardieTrim® 4/4 & 5/4 boards can be hand nailed or fastened with a pneumatic tool. Pneumatic fastening is highly recommended. Finish nails should be driven flush to the trim (fig. A). A flush mount attachment on the pneumatic tool is recommended. This will help control the depth the nail is driven. If setting the nail depth proves difficult, choose a setting that under drives the nail. (Drive under driven nails snug with a smooth faced hammer - Does not apply for installation to steel framing).

CUT EDGE TREATMENT

Caulk, paint or prime all field cut edges. James Hardie touch-up kits are required to touch-up ColorPlus products.

CAULKING

For best results use an Elastomeric Joint Sealant complying with ASTM C920 Grade NS, Class 25 or higher or a Latex Joint Sealant complying with ASTM C834. Caulking/Sealant must be applied in accordance with the caulking/sealant manufacturer's written instructions. **Note: OSI Quad as well as some other caulking manufacturers do not allow tooling.**

PAINTING

DO NOT use stain, oil/alkyd base paint, or powder coating on James Hardie® Products. James Hardie products must be painted within 180 days for primed product and 90 days for unprimed. 100% acrylic topcoats are recommended. Do not paint when wet. For application rates refer to paint manufacturers specifications. Back-rolling is recommended if the siding is sprayed.

COLORPLUS® TECHNOLOGY CAULKING, TOUCH-UP & LAMINATE

- Care should be taken when handling and cutting James Hardie ColorPlus products. During installation use a wet soft cloth or soft brush to gently wipe off any residue or construction dust left on the product, then rinse with a garden hose.
- Touch up nicks, scrapes and nail heads using the ColorPlus® Technology touch-up applicator. Touch-up should be used sparingly. If large areas require touch-up, replace the damaged area with new HardieTrim board with ColorPlus Technology.
- Laminate sheet must be removed immediately after installation of each trim board.
- Terminate non-factory cut edges into trim where possible, and caulk. Color matched caulks are available from your ColorPlus product dealer.
- Treat all other non-factory cut edges using the ColorPlus Technology edge coat, available from your ColorPlus product dealer.

Note: James Hardie does not warrant the usage of third party touch-up or paints used as touch-up on James Hardie ColorPlus products.

Problems with appearance or performance arising from use of third party touch-up paints or paints used as touch-up that are not James Hardie touch-up, will not be covered under the James Hardie ColorPlus Limited Finish Warranty.

PAINTING JAMES HARDIE® SIDING AND TRIM PRODUCTS WITH COLORPLUS® TECHNOLOGY

When repainting ColorPlus® products, James Hardie recommends the following regarding surface preparation and topcoat application:

- Ensure the surface is clean, dry, and free of any dust, dirt, or mildew
- Repriming is normally not necessary
- 100% acrylic topcoats are recommended
- DO NOT use stain, oil/alkyd base paint, or powder coating on James Hardie® Products.
- Apply finish coat in accordance with paint manufacturers written instructions regarding coverage, application methods, and application temperature
- DO NOT caulk nail heads when using ColorPlus products, refer to the ColorPlus touch-up section

FASTENER TABLE

Application	Framing Material Tab is nailed into	Fastener (tab to framing)	Fastener (tab to NT3 trim)	Max Tab Spacing (inches on center)
Flat Tab	Wood Stud (minimum G=0.42)	One 6d corrosion resistant siding nail installed through flange into framing	Four 18 ga. X 1/2" long X 1/4" wide corrosion resistant crown staples, equally spaced in one row	16
	Minimum APA rated 7/16" OSB	Two 4d ring shank corrosion resistant siding nails equally spaced installed through flange into framing		
	Minimum 20 gauge steel	One No. 8 X 1" long X 0.323" head diameter screw (corrosion resistant) installed through flange into framing		
Corner Tab	Wood Stud (minimum G=0.42)	On each flange, Install one 6d corrosion resistant siding nail through flange into framing	For each piece of trim, install Four 18 ga. X 1/2" long X 1/4" wide corrosion resistant crown staples, equally space in two rows	20
	Minimum APA rated 7/16" OSB	On each flange, Install two 4d ring shank corrosion resistant siding nails through flange into framing		
	Minimum 20 gauge steel	On each flange, Install one No. 8 X 1" long X 0.323" head diameter screw (corrosion resistant) through flange into framing		

Wind-Borne Debris Region: "Supplemental fasteners may be necessary when installing tabs in a Wind-Borne Debris Region, please call Technical Services 800-942-7343 with any questions."

RECOGNITION: HardieTrim boards may be installed as an equal alternative to conventional trim permitted for use in; 2006, 2009, & 2012 International Building Code, Section 1402.1, and the 2006, 2009, & 2012 International Residence Code for One - and Two - Family - Dwellings, Section R703.1.

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Additional Installation Information,
Warranties, and Warnings are available at
www.jameshardie.com



HardieTrim® **HL5** Batten Boards

INSTALLATION REQUIREMENTS - PRIMED & COLORPLUS® PRODUCTS



EFFECTIVE SEPTEMBER 2013

Visit www.jameshardie.com for the most recent version.

These instructions are to be used for HardieTrim® HZ5® Boards **ONLY** and are **NOT VALID** in the following states: AK, WA, OR, CA, NV, UT, ID, CO, WY, MT, AZ, NM.

IMPORTANT: FAILURE TO INSTALL AND FINISH THIS PRODUCT IN ACCORDANCE WITH APPLICABLE BUILDING CODES AND JAMES HARDIE WRITTEN APPLICATION INSTRUCTIONS MAY LEAD TO PERSONAL INJURY, AFFECT SYSTEM PERFORMANCE, VIOLATE LOCAL BUILDING CODES, AND VOID THE PRODUCT ONLY WARRANTY. BEFORE INSTALLATION, CONFIRM THAT YOU ARE USING THE CORRECT HARDIEZONE INSTRUCTIONS. TO DETERMINE WHICH HARDIEZONE APPLIES TO YOUR LOCATION, VISIT WWW.HARDIEZONE.COM OR CALL 1-866-942-7343 (866 9HARDIE)

STORAGE & HANDLING:

Store flat and keep dry and covered prior to installation. Installing siding wet or saturated may result in shrinkage at butt joints. Carry boards on edge. Protect edges and corners from breakage. James Hardie is not responsible for damage caused by improper storage and handling of the product.



CUTTING INSTRUCTIONS

OUTDOORS

1. Position cutting station so that wind will blow dust away from user and others in working area.
2. Use one of the following methods:

- b. Better:
 - i. Dust reducing circular saw equipped with a HardieBlade® saw blade and HEPA vacuum extraction
- c. Good:
 - i. Dust reducing circular saw with a HardieBlade saw blade (only use for low to moderate cutting)

INDOORS

- NEVER use a power saw indoors
- NEVER use a circular saw blade that does not carry the HardieBlade saw blade trademark
- NEVER dry sweep – Use wet suppression or HEPA Vacuum

Important Note: For maximum protection (lowest respirable dust production), James Hardie recommends always using "Best"-level cutting methods where feasible.

NIOSH-approved respirators can be used in conjunction with above cutting practices to further reduce dust exposures. Additional exposure information is available at www.jameshardie.com to help you determine the most appropriate cutting method for your job requirements. If concern still exists about exposure levels or you do not comply with the above practices, you should always consult a qualified industrial hygienist or contact James Hardie for further information.

SD083105

HardieTrim® Batten boards are a decorative non-load bearing vertical trim product.

GENERAL REQUIREMENTS:

- Wood or steel backing must be provided for attaching HardieTrim® Battens.
- A water-resistive barrier is required in accordance with local building code requirements. The water-resistive barrier must be appropriately installed with penetration and junction flashing in accordance with local building code requirements. James Hardie will assume no responsibility for water infiltration. James Hardie does manufacture HardieWrap™ Weather Barrier, a non-woven non-perforated housewrap¹, which complies with building code requirements.
- Flashing is required over all horizontal protruding and exposed trim.
- When installing James Hardie products all clearance details in figs. 2,3,4,5,6,7,&8 must be followed.
- Adjacent finished grade must slope away from the building in accordance with local building codes - typically a minimum of 6" in the first 10'.
- DO NOT install HardieTrim Battens, such that they may remain in contact with standing water.
- DO NOT use stain, oil/alkyd base paint, or powder coating on James Hardie® Products.

INSTALLATION

Fastener Requirements

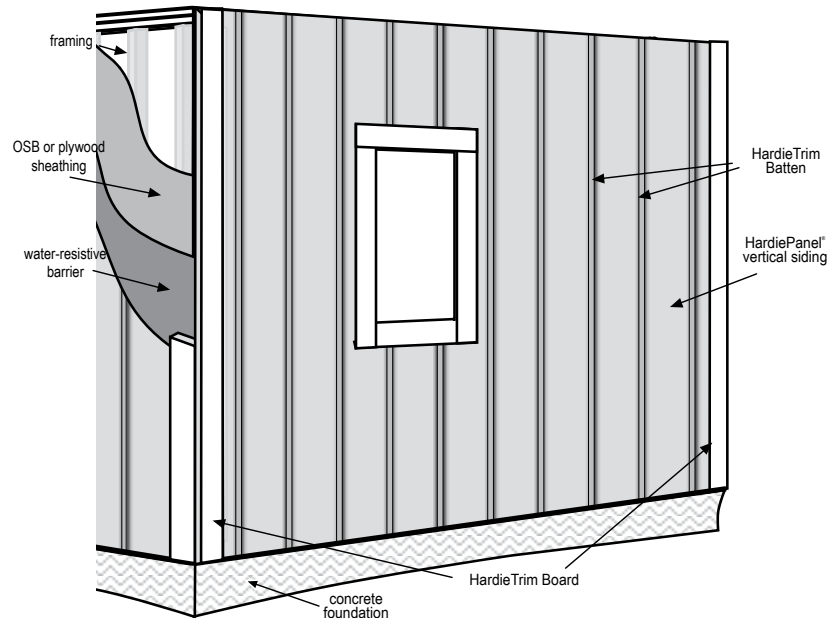
A finish nail is required for installing HardieTrim Battens with ColorPlus® Technology. 2" minimum 16 ga. finish nails or smooth shank siding nails may be used to attach HardieTrim Battens to wood frame construction. ET&F or equivalent fasteners or screws may be used to attach HardieTrim Battens to steel frame construction.

James Hardie recommends using stainless steel finish nails when installing HardieTrim (trim, battens, fascia, etc.) products.

Fastening instructions are similar for all applications. Position nails no closer than 3/4" from the edges of the HardieTrim Battens. Fasteners must be no closer than 1" from ends of HardieTrim Battens and spaced a maximum of 16" o.c. (fig 1). Ensure HardieTrim Batten is adequately fastened.

¹For additional information on HardieWrap™ Weather Barrier, consult James Hardie at 1-866-4Hardie or www.hardiewrap.com

Figure 1



WARNING: AVOID BREATHING SILICA DUST

James Hardie® products contain respirable crystalline silica, which is known to the State of California to cause cancer and is considered by IARC and NIOSH to be a cause of cancer from some occupational sources. Breathing excessive amounts of respirable silica dust can also cause a disabling and potentially fatal lung disease called silicosis, and has been linked with other diseases. Some studies suggest smoking may increase these risks. During installation or handling: (1) work in outdoor areas with ample ventilation; (2) use fiber cement shears for cutting or, where not feasible, use a HardieBlade saw blade and dust-reducing circular saw attached to a HEPA vacuum; (3) warn others in the immediate area; (4) wear a properly-fitted, NIOSH-approved dust mask or respirator (e.g. N-95) in accordance with applicable government regulations and manufacturer instructions to further limit respirable silica exposures. During clean-up, use HEPA vacuums or wet cleanup methods - never dry sweep. For further information, refer to our installation instructions and Material Safety Data Sheet available at www.jameshardie.com or by calling 1-800-9HARDIE (1-800-942-7343). FAILURE TO ADHERE TO OUR WARNINGS, MSDS, AND INSTALLATION INSTRUCTIONS MAY LEAD TO SERIOUS PERSONAL INJURY OR DEATH.

SD050905

CLEARANCES

Install siding and trim products in compliance with local building code requirements for clearance between the bottom edge of the siding and the adjacent finished grade.

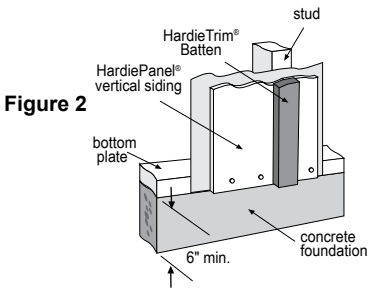


Figure 2

Maintain a 1/4" clearance between the bottom of James Hardie products and horizontal flashing. Do not caulk gap.

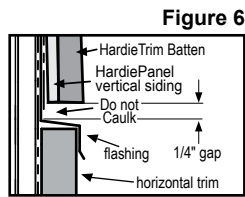


Figure 6

Maintain a minimum 1" gap between gutter end caps and siding & trim.

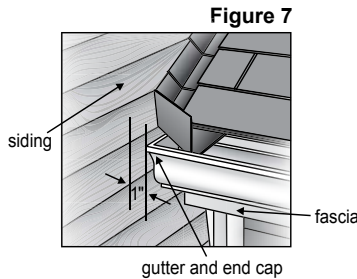


Figure 7

Maintain a 2" minimum clearance between James Hardie® products and paths, steps and driveways.

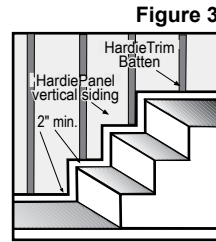


Figure 3

Maintain a 2" minimum clearance between James Hardie products and decking material.

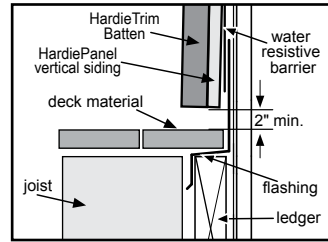


Figure 4

At the juncture of the roof and vertical surfaces, flashing and counterflashing shall be installed per the roofing manufacturer's instructions. Provide a 2" minimum clearance between the roofing and the bottom edge of the siding and trim.

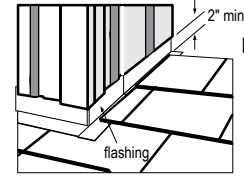


Figure 5

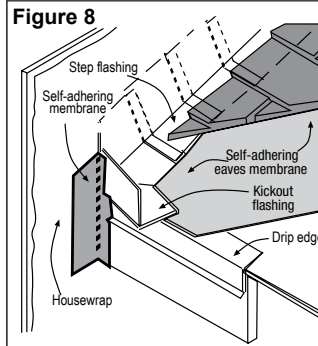


Figure 8

KICKOUT FLASHING

Because of the volume of water that can pour down a sloped roof, one of the most critical flashing details occurs where a roof intersects a sidewall. The roof must be flashed with step flashing. Where the roof terminates, install a kickout to deflect water away from the siding.

It is best to install a self-adhering membrane on the wall before the subs fascia and trim boards are nailed in place, and then come back to install the kickout.

Figure 8, Kickout Flashing To prevent water from dumping behind the siding and the end of the roof intersection, install a "kickout" as required by IRC code R905.2.8.3 : "...flashing shall be a min. of 4" high and 4" wide." James Hardie recommends the kickout be angled between 100° - 110° to maximize water deflection

Horizontal Panel Joints - At horizontal panel joints HardieTrim® battens must be installed according to option 1 or 2 below. When installing HardieTrim Battens horizontally, they must be installed as a panel joint according to option 2.

Option 1

Figure 9 - No horizontal band board - Make a 22.5- 45 degree weather cut, in the HardieTrim batten, just above the 1/4" clearance between panels.

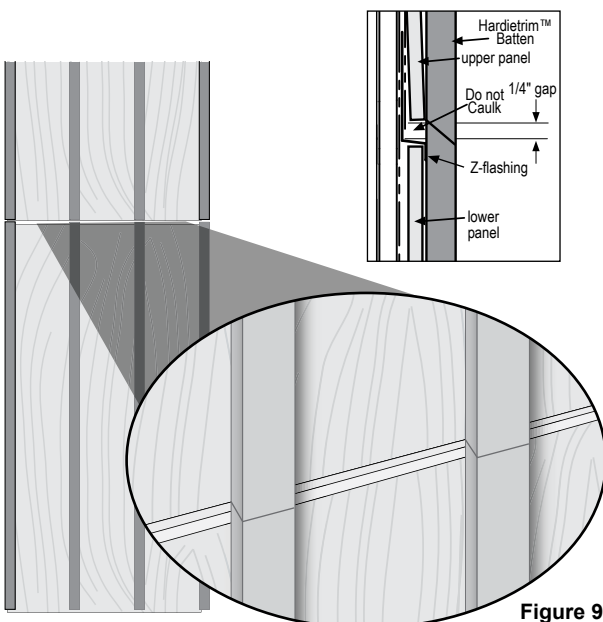


Figure 9

Option 2

Figure 10 - Horizontal Band Board - Install a horizontal band board at the top of the bottom panel. Butt the lower batten to the band board and start the top batten at the bottom edge of the top panel. Maintain a 1/4" clearance above horizontal flashing

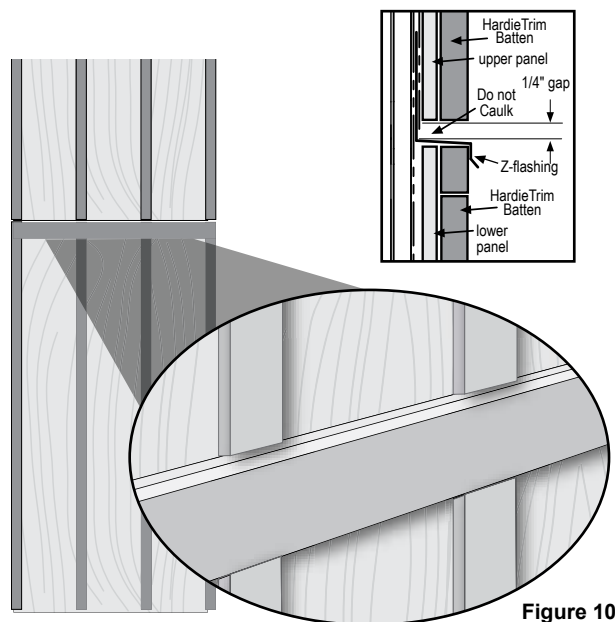


Figure 10

* The illustration (figure 8) was reprinted with permission of THE JOURNAL OF LIGHT CONSTRUCTION. For subscription information, visit www.jlconline.com.

GENERAL FASTENING REQUIREMENTS

Fasteners must be corrosion resistant, galvanized, or stainless steel. Electro-galvanized are acceptable but may exhibit premature corrosion. James Hardie recommends the use of quality, hot-dipped galvanized nails. James Hardie is not responsible for the corrosion resistance of fasteners. Stainless steel fasteners are recommended when installing James Hardie® products near the ocean, large bodies of water, or in very humid climates.

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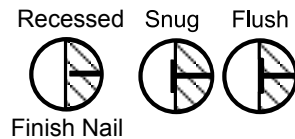


Figure A

PNEUMATIC FASTENING

James Hardie products can be hand nailed or fastened with a pneumatic tool. Pneumatic fastening is highly recommended. Set air pressure so that the fastener is driven snug with the surface of the siding. A flush mount attachment on the pneumatic tool is recommended. This will help control the depth the nail is driven. If setting the nail depth proves difficult, choose a setting that under drives the nail. (Drive under driven nails snug with a smooth faced hammer - Does not apply for installation to steel framing).

- Drive fasteners perpendicular to siding and framing.
- Fastener heads should fit snug against siding (no air space). (fig. A)
- Do not over-drive nail heads or drive nails at an angle.
- If nail is countersunk, fill nail hole and add a nail.
- For wood framing, under driven nails should be hit flush to the trim with a hammer (For steel framing, remove and replace nail).
- **Do not use aluminum fasteners, staples, or clipped head nails.**



CUT EDGE TREATMENT

Caulk, paint or prime all field cut edges. James Hardie touch-up kits are required to touch-up ColorPlus products.

CAULKING

For best results use an Elastomeric Joint Sealant complying with ASTM C920 Grade NS, Class 25 or higher or a Latex Joint Sealant complying with ASTM C834. Caulking/Sealant must be applied in accordance with the caulking/sealant manufacturer's written instructions. For best results use an Elastomeric Joint Sealant complying with ASTM C920 Grade NS, Class 25 or higher or a Latex Joint Sealant complying with ASTM C834. Caulking/Sealant must be applied in accordance with the caulking/sealant manufacturer's written instructions.

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PAINTING

DO NOT use stain, oil/alkyd base paint, or powder coating on James Hardie® Products. James Hardie products must be painted within 180 days for primed product and 90 days for unprimed. 100% acrylic topcoats are recommended. Do not paint when wet. For application rates refer to paint manufacturers specifications. Back-rolling is recommended if the siding is sprayed.

COLORPLUS® TECHNOLOGY CAULKING, TOUCH-UP & LAMINATE

- Care should be taken when handling and cutting James Hardie ColorPlus products. During installation use a wet soft cloth or soft brush to gently wipe off any residue or construction dust left on the product, then rinse with a garden hose.
- Touch up nicks, scrapes and nail heads using the ColorPlus® Technology touch-up applicator. Touch-up should be used sparingly. If large areas require touch-up, replace the damaged area with new HardieTrim® batten board with ColorPlus Technology.
- Laminate sheet must be removed immediately after installation.
- Terminate non-factory cut edges into trim where possible, and caulk. Color matched caulks are available from your ColorPlus® product dealer.
- Treat all other non-factory cut edges using the ColorPlus Technology edge coat, available from your ColorPlus product dealer.

Note: James Hardie does not warrant the usage of third party touch-up or paints used as touch-up on James Hardie ColorPlus products.

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PAINTING JAMES HARDIE® SIDING AND TRIM PRODUCTS WITH COLORPLUS TECHNOLOGY

When repainting ColorPlus products, James Hardie recommends the following regarding surface preparation and topcoat application:

- Ensure the surface is clean, dry, and free of any dust, dirt, or mildew
- Repriming is normally not necessary
- 100% acrylic topcoats are recommended
- DO NOT use stain, oil/alkyd base paint, or powder coating on James Hardie® Products.
- Apply finish coat in accordance with paint manufacturers written instructions regarding coverage, application methods, and application temperature
- DO NOT caulk nail heads when using ColorPlus products, refer to the ColorPlus touch-up section

RECOGNITION: HardieTrim boards may be installed as an equal alternative to conventional trim permitted for use in; 2006, 2009, & 2012 International Building Code, Section 1402.1, and the 2006, 2009, & 2012 International Residence Code for One - and Two - Family - Dwellings, Section R703.1.

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www.jameshardie.com



HardieTrim[®] **HZ**[™]

Batten Boards

INSTALLATION REQUIREMENTS - PRIMED & COLORPLUS[®] PRODUCTS



James Hardie

EFFECTIVE SEPTEMBER 2013

Trim Map

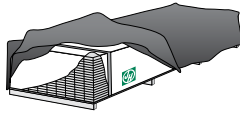
Visit www.jameshardie.com for the most recent version.

These instructions are to be used for **HardieTrim[®] HZ[™]** Boards ONLY and are ONLY valid in the following states: WA, OR, CA, NV, UT, ID, CO, WY, MT, AZ, NM.

IMPORTANT: FAILURE TO INSTALL AND FINISH THIS PRODUCT IN ACCORDANCE WITH APPLICABLE BUILDING CODES AND JAMES HARDIE WRITTEN APPLICATION INSTRUCTIONS MAY LEAD TO PERSONAL INJURY, AFFECT SYSTEM PERFORMANCE, VIOLATE LOCAL BUILDING CODES, AND VOID THE PRODUCT ONLY WARRANTY. BEFORE INSTALLATION, CONFIRM THAT YOU ARE USING THE CORRECT HARDIEZONE INSTRUCTIONS. TO DETERMINE WHICH HARDIEZONE APPLIES TO YOUR LOCATION, VISIT WWW.HARDIEZONE.COM OR CALL 1-866-942-7343 (866 9HARDIE)

STORAGE & HANDLING:

Store flat and keep dry and covered prior to installation. Installing siding wet or saturated may result in shrinkage at butt joints. Carry product on edge. Protect edges and corners from breakage. James Hardie is not responsible for damage caused by improper storage and handling of the product.



CUTTING INSTRUCTIONS

OUTDOORS

1. Position cutting station so that wind will blow dust away from user and others in working area.
2. Use one of the following methods:
 - b. Better:
 - i. Dust reducing circular saw equipped with a HardieBlade[®] saw blade and HEPA vacuum extraction
 - c. Good:
 - i. Dust reducing circular saw with a HardieBlade saw blade (only use for low to moderate cutting)

INDOORS

- NEVER use a power saw indoors
- NEVER use a circular saw blade that does not carry the HardieBlade saw blade trademark
- NEVER dry sweep – Use wet suppression or HEPA Vacuum

Important Note: For maximum protection (lowest respirable dust production), James Hardie recommends always using "Best"-level cutting methods where feasible.

NIOSH-approved respirators can be used in conjunction with above cutting practices to further reduce dust exposures. Additional exposure information is available at www.jameshardie.com to help you determine the most appropriate cutting method for your job requirements. If concern still exists about exposure levels or you do not comply with the above practices, you should always consult a qualified industrial hygienist or contact James Hardie for further information.

SD083105

HardieTrim[®] Batten boards are a decorative non-load bearing vertical trim product.

GENERAL REQUIREMENTS:

- Wood or steel backing must be provided for attaching HardieTrim[®] Battens.
- A water-resistive barrier is required in accordance with local building code requirements. The water-resistive barrier must be appropriately installed with penetration and junction flashing in accordance with local building code requirements. James Hardie will assume no responsibility for water infiltration. James Hardie does manufacture HardieWrap[™] Weather Barrier, a non-woven non-perforated housewrap¹, which complies with building code requirements.
- When installing James Hardie products all clearance details in figs. 2,3,4,5,6,7,&8 must be followed.
- Flashing is required over all horizontal protruding and exposed trim.
- Adjacent finished grade must slope away from the building in accordance with local building codes - typically a minimum of 6" in the first 10'.
- DO NOT install HardieTrim Battens, such that they may remain in contact with standing water.
- DO NOT use stain, oil/alkyd base paint, or powder coating on James Hardie[®] Products.

INSTALLATION

Fastener Requirements

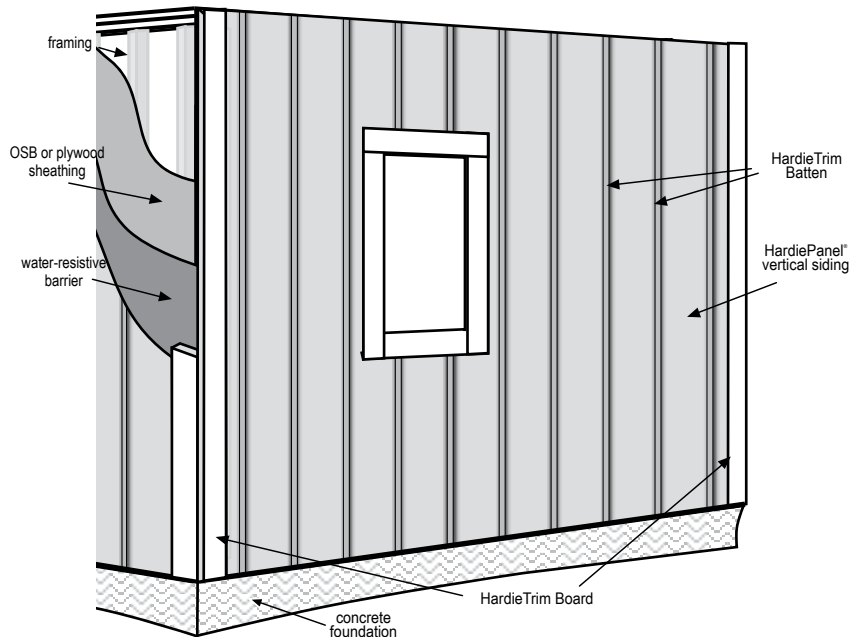
A finish nail is required for installing HardieTrim Battens with ColorPlus[®] Technology. 2" minimum 16 ga. finish nails or smooth shank siding nails may be used to attach HardieTrim Battens to wood frame construction. ET&F or equivalent fasteners or screws may be used to attach HardieTrim Battens to steel frame construction.

James Hardie recommends using stainless steel finish nails when installing HardieTrim (trim, battens, fascia, etc.) products.

Fastening instructions are similar for all applications. Position nails no closer than 3/4" from the edges of the HardieTrim Battens. Fasteners must be no closer than 1" from ends of HardieTrim Battens and spaced a maximum of 16" o.c. (fig 1). Ensure HardieTrim Batten is adequately fastened.

¹For additional information on HardieWrap[™] Weather Barrier, consult James Hardie at 1-866-4Hardie or www.hardiewrap.com

Figure 1



WARNING: AVOID BREATHING SILICA DUST

James Hardie[®] products contain respirable crystalline silica, which is known to the State of California to cause cancer and is considered by IARC and NIOSH to be a cause of cancer from some occupational sources. Breathing excessive amounts of respirable silica dust can also cause a disabling and potentially fatal lung disease called silicosis, and has been linked with other diseases. Some studies suggest smoking may increase these risks. During installation or handling: (1) work in outdoor areas with ample ventilation; (2) use fiber cement shears for cutting or, where not feasible, use a HardieBlade saw blade and dust-reducing circular saw attached to a HEPA vacuum; (3) warn others in the immediate area; (4) wear a properly-fitted, NIOSH-approved dust mask or respirator (e.g. N-95) in accordance with applicable government regulations and manufacturer instructions to further limit respirable silica exposures. During clean-up, use HEPA vacuums or wet cleanup methods - never dry sweep. For further information, refer to our installation instructions and Material Safety Data Sheet available at www.jameshardie.com or by calling 1-800-9HARDIE (1-800-942-7343). FAILURE TO ADHERE TO OUR WARNINGS, MSDS, AND INSTALLATION INSTRUCTIONS MAY LEAD TO SERIOUS PERSONAL INJURY OR DEATH.

SD050905

CLEARANCES: Refer to your HardieZone™ for proper clearance requirements (Note: HZ5®= min. 2" / HZ10®= min. 1"-2")

Install siding and trim products in compliance with local building code requirements for clearance between the bottom edge of the siding and the adjacent finished grade.

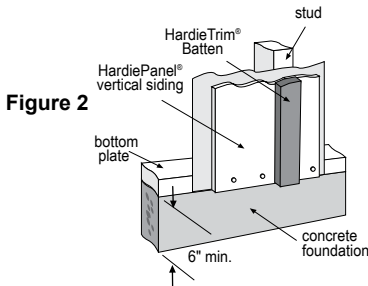


Figure 2

Maintain a 1-2" minimum clearance between James Hardie® products and paths, steps and driveways.

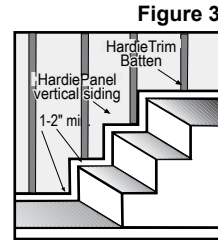


Figure 3

Maintain a 1-2" minimum clearance between James Hardie products and decking material.

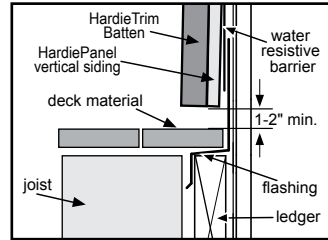


Figure 4

At the juncture of the roof and vertical surfaces, flashing and counterflashing shall be installed per the roofing manufacturer's instructions. Provide a 1-2" minimum clearance between the roofing and the bottom edge of the siding and trim.

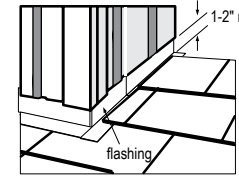


Figure 5

Maintain a 1/4" clearance between the bottom of James Hardie products and horizontal flashing. Do not caulk gap.

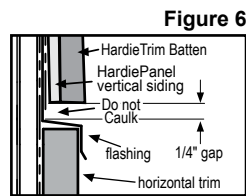


Figure 6

Maintain a minimum 1" gap between gutter end caps and siding & trim.

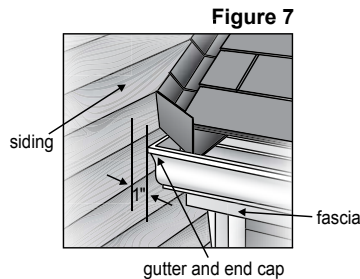


Figure 7

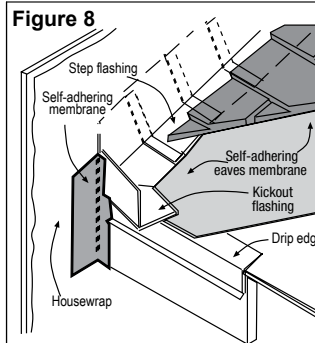


Figure 8

KICKOUT FLASHING

Because of the volume of water that can pour down a sloped roof, one of the most critical flashing details occurs where a roof intersects a sidewall. The roof must be flashed with step flashing. Where the roof terminates, install a kickout to deflect water away from the siding.

It is best to install a self-adhering membrane on the wall before the subs fascia and trim boards are nailed in place, and then come back to install the kickout.

Figure 8, Kickout Flashing* To prevent water from dumping behind the siding and the end of the roof intersection, install a "kickout" as required by IRC code R905.2.8.3 : "...flashing shall be a min. of 4" high and 4" wide." James Hardie recommends the kickout be angled between 100° - 110° to maximize water deflection

Horizontal Panel Joints - At horizontal panel joints HardieTrim® battens must be installed according to option 1 or 2 below. When installing HardieTrim Battens horizontally, they must be installed as a panel joint according to option 2.

Option 1

Figure 9 - No horizontal band board - Make a 22.5- 45 degree weather cut, in the HardieTrim batten, just above the 1/4" clearance between panels.

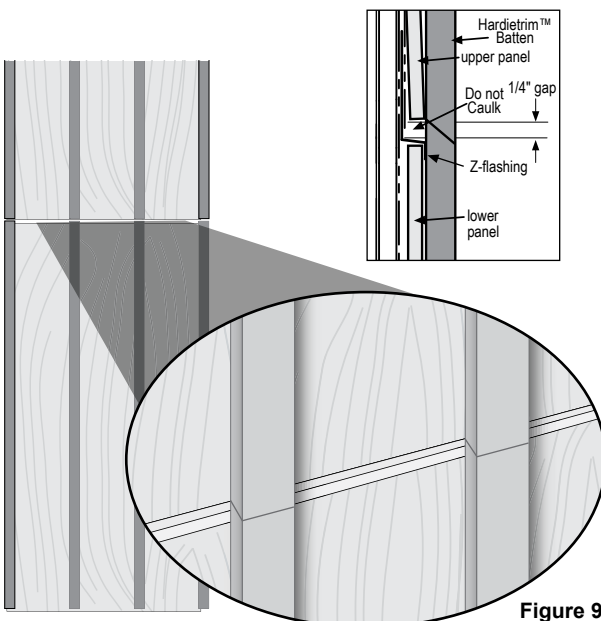


Figure 9

Option 2

Figure 10 - Horizontal Band Board - Install a horizontal band board at the top of the bottom panel. Butt the lower batten to the band board and start the top batten at the bottom edge of the top panel. Maintain a 1/4" clearance above horizontal flashing

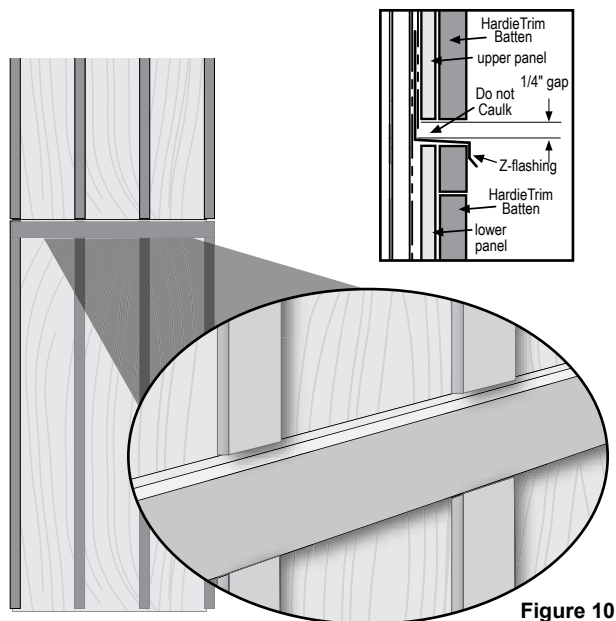


Figure 10

* The illustration (figure 8) was reprinted with permission of THE JOURNAL OF LIGHT CONSTRUCTION. For subscription information, visit www.jlconline.com.

GENERAL FASTENING REQUIREMENTS

Fasteners must be corrosion resistant, galvanized, or stainless steel. Electro-galvanized are acceptable but may exhibit premature corrosion. James Hardie recommends the use of quality, hot-dipped galvanized nails. James Hardie is not responsible for the corrosion resistance of fasteners. Stainless steel fasteners are recommended when installing James Hardie® products near the ocean, large bodies of water, or in very humid climates.

Manufacturers of ACQ and CA preservative-treated wood recommend spacer materials or other physical barriers to prevent direct contact of ACQ or CA preservative-treated wood and aluminum products. Fasteners used to attach HardieTrim Tabs to preservative-treated wood shall be of hot dipped zinc-coated galvanized steel or stainless steel and in accordance to 2009 IRC R317.3 or 2009 IBC 2304.9.5.”

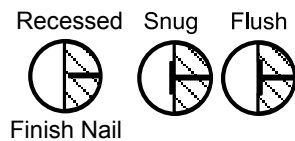


Figure A

PNEUMATIC FASTENING

James Hardie products can be hand nailed or fastened with a pneumatic tool. Pneumatic fastening is highly recommended. Set air pressure so that the fastener is driven snug with the surface of the siding. A flush mount attachment on the pneumatic tool is recommended. This will help control the depth the nail is driven. If setting the nail depth proves difficult, choose a setting that under drives the nail. (Drive under driven nails snug with a smooth faced hammer - Does not apply for installation to steel framing).

- Drive fasteners perpendicular to siding and framing.
- Fastener heads should fit snug against siding (no air space). (fig. A)
- Do not over-drive nail heads or drive nails at an angle.
- If nail is countersunk, fill nail hole and add a nail.
- For wood framing, under driven nails should be hit flush to the trim with a hammer (For steel framing, remove and replace nail).
- **Do not use aluminum fasteners, staples, or clipped head nails.**



CUT EDGE TREATMENT

Caulk, paint or prime all field cut edges. James Hardie touch-up kits are required to touch-up ColorPlus products.

CAULKING

For best results use an Elastomeric Joint Sealant complying with ASTM C920 Grade NS, Class 25 or higher or a Latex Joint Sealant complying with ASTM C834. Caulking/Sealant must be applied in accordance with the caulking/sealant manufacturer's written instructions. **Note: OSI Quad as well as some other caulking manufacturers do not allow tooling.**

PAINTING

DO NOT use stain, oil/alkyd base paint, or powder coating on James Hardie® Products. James Hardie products must be painted within 180 days for primed product and 90 days for unprimed. 100% acrylic topcoats are recommended. Do not paint when wet. For application rates refer to paint manufacturers specifications. Back-rolling is recommended if the siding is sprayed.

COLORPLUS® TECHNOLOGY CAULKING, TOUCH-UP & LAMINATE

- Care should be taken when handling and cutting James Hardie ColorPlus products. During installation use a wet soft cloth or soft brush to gently wipe off any residue or construction dust left on the product, then rinse with a garden hose.
- Touch up nicks, scrapes and nail heads using the ColorPlus® Technology touch-up applicator. Touch-up should be used sparingly. If large areas require touch-up, replace the damaged area with new HardieTrim® batten board with ColorPlus Technology.
- Laminate sheet must be removed immediately after installation.
- Terminate non-factory cut edges into trim where possible, and caulk. Color matched caulks are available from your ColorPlus® product dealer.
- Treat all other non-factory cut edges using the ColorPlus Technology edge coaters, available from your ColorPlus product dealer.

Note: James Hardie does not warrant the usage of third party touch-up or paints used as touch-up on James Hardie ColorPlus products.

Problems with appearance or performance arising from use of third party touch-up paints or paints used as touch-up that are not James Hardie touch-up, will not be covered under the James Hardie ColorPlus Limited Finish Warranty.

PAINTING JAMES HARDIE® SIDING AND TRIM PRODUCTS WITH COLORPLUS TECHNOLOGY

When repainting ColorPlus products, James Hardie recommends the following regarding surface preparation and topcoat application:

- Ensure the surface is clean, dry, and free of any dust, dirt, or mildew
- Repriming is normally not necessary
- 100% acrylic topcoats are recommended
- **DO NOT** use stain, oil/alkyd base paint, or powder coating on James Hardie® Products.
- Apply finish coat in accordance with paint manufacturers written instructions regarding coverage, application methods, and application temperature
- **DO NOT** caulk nail heads when using ColorPlus products, refer to the ColorPlus touch-up section

RECOGNITION: HardieTrim boards may be installed as an equal alternative to conventional trim permitted for use in; 2006, 2009, & 2012 International Building Code, Section 1402.1, and the 2006, 2009, & 2012 International Residence Code for One - and Two - Family - Dwellings, Section R703.1.

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Additional Installation Information,
Warranties, and Warnings are available at
www.jameshardie.com



HardiePanel®

HardiePanel® Vertical Siding Product Description

HardiePanel® vertical siding is factory-primed fiber-cement vertical siding available in a variety of sizes and textures. Examples of these are shown below. Textures include smooth, stucco, Cedarmill® and Sierra 8. HardiePanel vertical siding is $\frac{5}{16}$ -in. thick and is available in 4x8, 4x9 and 4x10 sizes. Please see your local James Hardie dealer for texture and size availability.

HardiePanel vertical siding is available as a prefinished James Hardie® product with ColorPlus® Technology. The ColorPlus coating is a factory applied, oven baked finish available on a variety of James Hardie siding and trim products. See your local dealer for availability of products, color and accessories.



Stucco



Cedarmill®



Sierra 8



Smooth



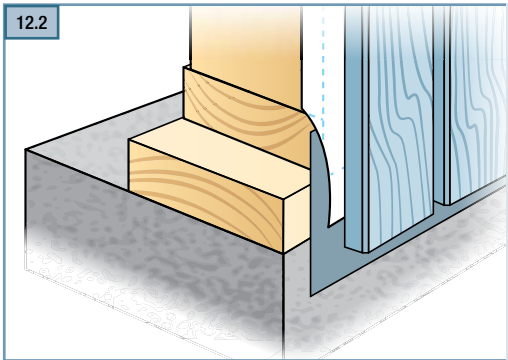
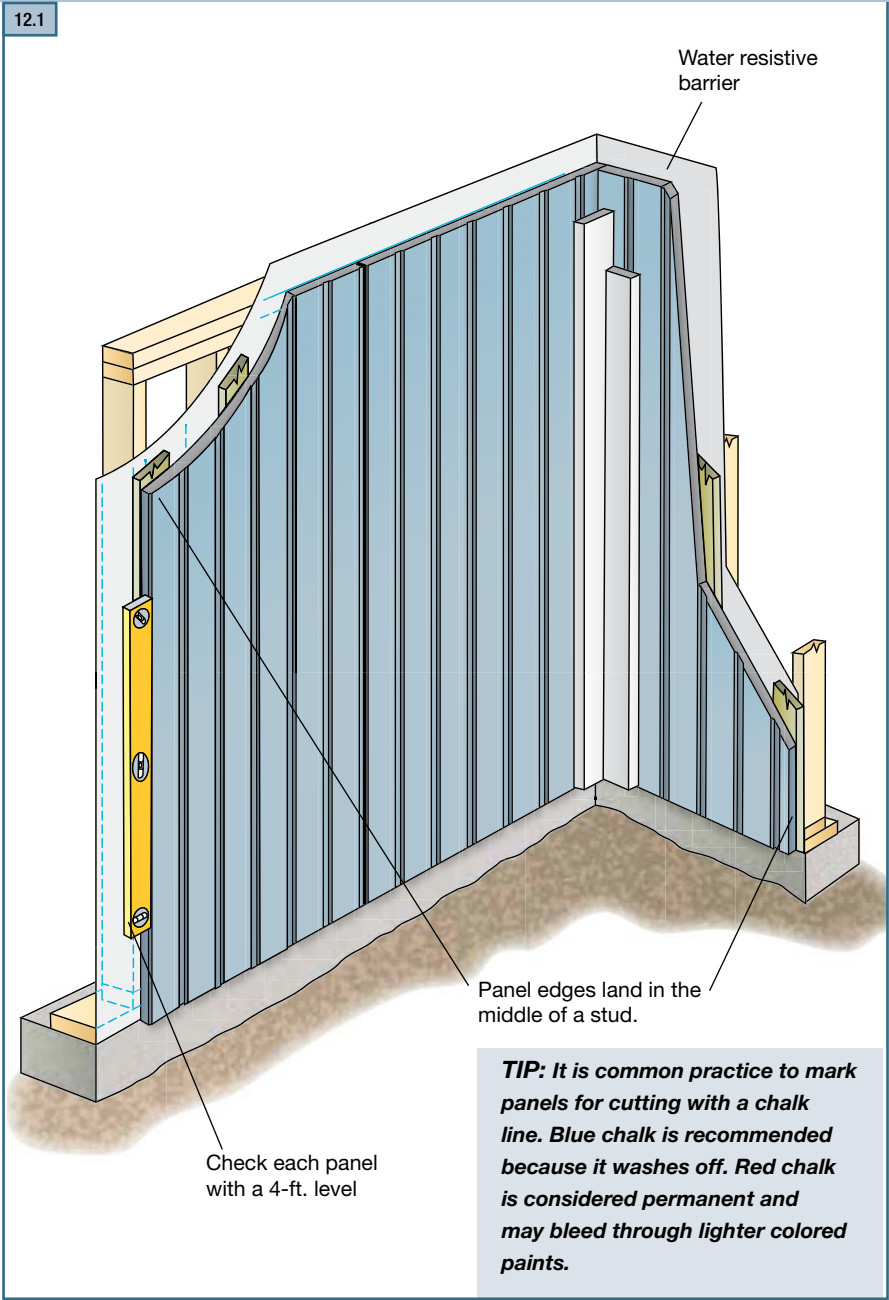
Installation of HardiePanel® Vertical Siding

Note: James Hardie requires a minimum 3/8" capillary break (Rainscreens, Furring, Etc.), when installing HardiePanel on a Multi-Family/Commercial project.

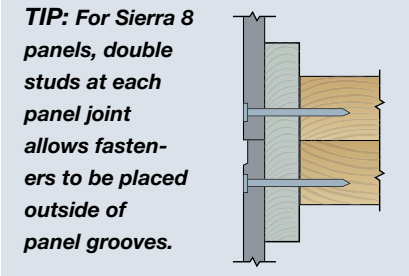
GETTING STARTED

First locate the lowest point of the sheathing or sill plate, and begin installation on that wall.

- 1) Measure up from the sill plate the height of the panels at either end of the wall and snap a straight, level chalk line between the marks as a reference line. That line is for guidance in positioning the top edge of the panels. Check the reference line with a 4-ft. level.
- 2) Starting on one end and working across the wall, measure and trim the first panel making sure that the edge falls in the middle of a stud.
- 3) Using the chalk line as a guide along the panel's top edge, carefully position the panel and secure it with suitable fasteners and fastener spacing for the particular application as noted in the ESR-1844 Report.
- 4) As installation continues, check the vertical edge of each panel with a 4-ft. level.



TIP: Install flashing over the footing/foundation and extend the panel over the flashing just below the sill plate. Do not extend siding beyond the required grade clearances.



Installation of HardiePanel® Vertical Siding (continued)

VERTICAL JOINT TREATMENT

Treat vertical joints in HardiePanel® vertical siding by using one of the following four methods:

- 1) Install the panels in moderate contact with joint flashing.
- 2) Leave an appropriate gap between panels (1/8 in. is the most common), and caulk using a high-quality paintable caulk, that meets ASTM C-834 or C-920 requirements. (Not recommended for ColorPlus)

Panels may be installed first with caulk applied in the joints after installation; or as an option, after the first panel is installed, apply a bead of caulk along the panel edge. When the next panel is installed against the first, the edge embeds in the applied caulk creating a thorough seal between the edges of the panels.

⚠ WARNING

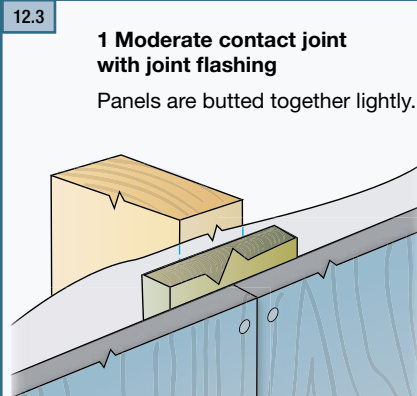
The caulk joint method is not recommended for the ColorPlus® products

DO NOT caulk nail head when installing ColorPlus products

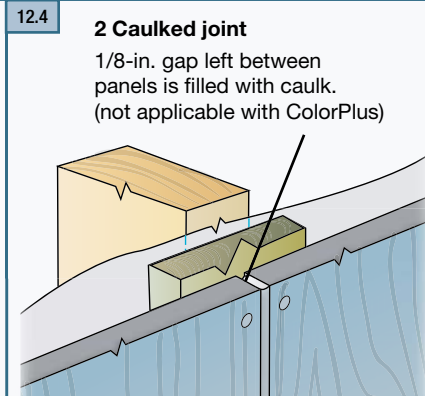
- 3) Vertical joints may be covered with wood or fiber-cement batten strips. If James Hardie® siding or trim products are ripped and used as batten strips, paint or prime the cut edges. Batten strips should span the vertical joint by at least 3/4 in. on each side.

- 4) Metal or PVC "H" moldings can be used to join two sections of HardiePanel siding.

TIP: Stainless steel fasteners are recommended when installing James Hardie products.



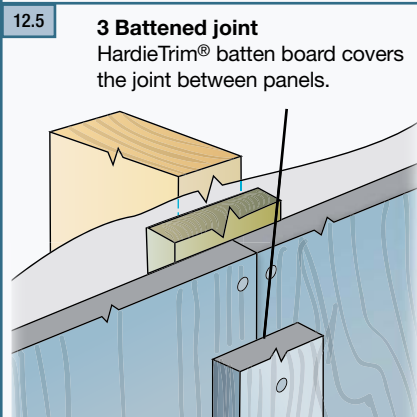
12.3
1 Moderate contact joint with joint flashing
Panels are butted together lightly.



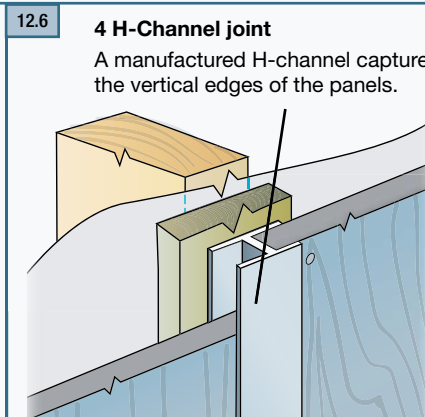
12.4
2 Caulked joint
1/8-in. gap left between panels is filled with caulk. (not applicable with ColorPlus)

Note: The following outlines the recommended applications for ColorPlus and Primed panels. Not all designs will be suitable for every application:

- Exposed fasteners or battens is the recommended application for ColorPlus products
- Do not use touch-up over fastener heads for smooth ColorPlus products - primed panel recommended
- For ColorPlus panel applications that require fasteners in the field, it is acceptable to use touch-up over fasteners for Cedarmill and Stucco panel only, but correct touch-up application is important. Some colors may show touch-up when applied over fasteners. Trim is recommended to cover joints when appropriate.



12.5
3 Battened joint
HardieTrim® batten board covers the joint between panels.



12.6
4 H-Channel joint
A manufactured H-channel captures the vertical edges of the panels.

HARDIEPANEL SIDING FASTENER SPECIFICATIONS

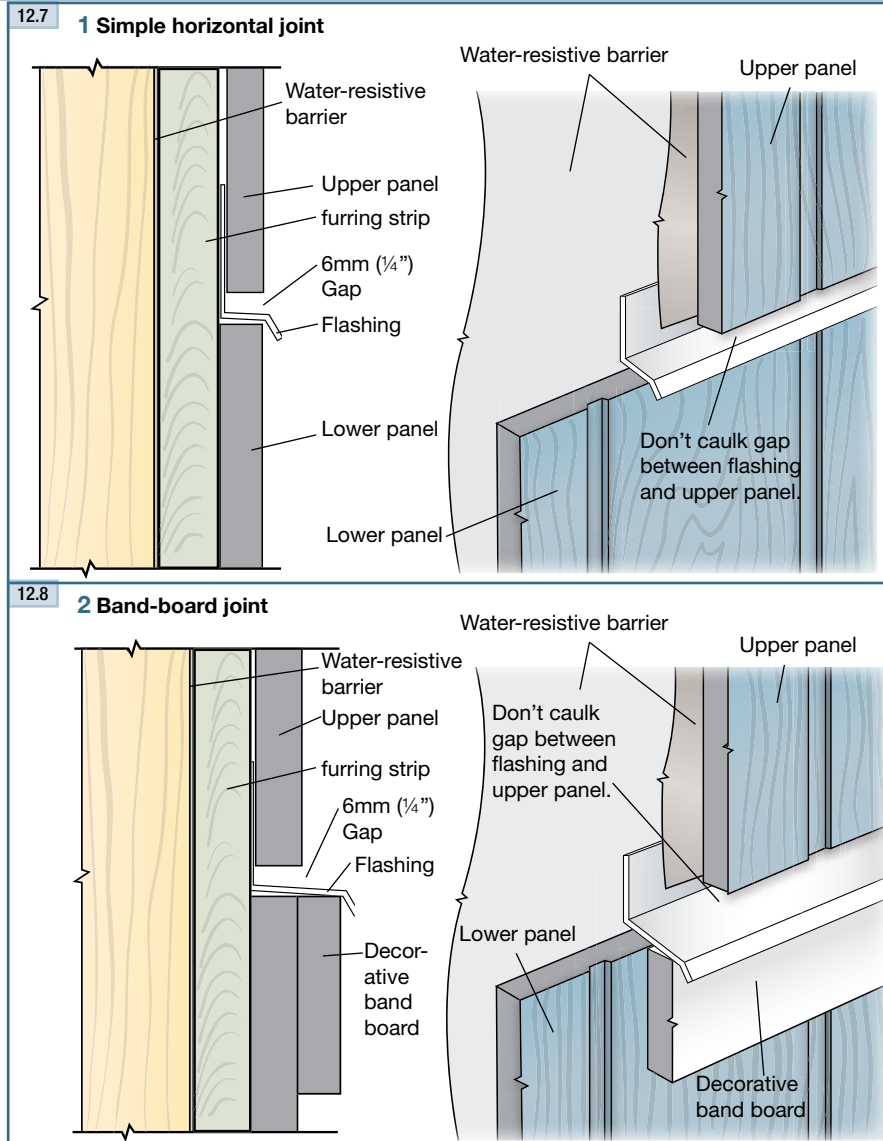
The Fastener Specifications table shows fastener options for a variety of different nailing substrates. Please refer to the applicable ESR report online (see back page) to determine which fastener meets your wind load

Fastening Substrate	Approved Fastener	Fastening Types
wood studs	16" o.c.	① — 4d common .113" x .267" x 1.5"
		② — 6d common .113" x .267" x 2"
	24" o.c.	⑤ — ring shank siding nail .091" x .225" x 1.5"
		⑨ — roofing nail No. 11ga 1.25" long
steel studs	16" o.c or 24" o.c.	⑦ — screw Ribbed Bugle-Head No. 8 (.323" x 1")
		⑬ — ET&F [AKN100-0150NA] .100" x .25" x 1.5"

HORIZONTAL JOINT TREATMENT

In some applications such as multi-story structures or at gable ends, it may be necessary to stack HardiePanel® siding. The horizontal joints created between panels must be flashed properly to minimize water penetration. Treat horizontal panel joints by using one of the following methods:

- 1) After installing the lower course of panel siding, install vinyl or coated aluminum “Z” flashing at the top edge of the panel. Make sure that the flashing is sloped away from the wall and does not rest flat on the top edge of the panel. Install the second level or gable panels leaving a 1/4-in. minimum gap between the bottom of the panel and the Z flashing. This gap should never be caulked.
- 2) As an alternative, if a horizontal band board is used at the horizontal joint, flashing must extend over the panel edge and trim attachment. Flashing for both treatments must slip behind the water-resistive barrier.

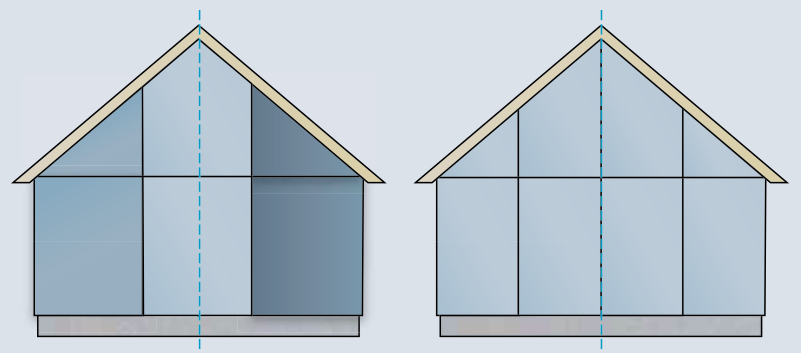


WARNING

Do not bridge floors with panel siding. A horizontal joint should always be created between floors.

TIP: For best looking installation of HardiePanel Select Sierra 8 siding, carefully align vertical panel grooves at 1st to 2nd story or gable junctures.

TIP: For the most symmetrical looking wall, plan the installation so that a full panel is centered on the wall or gable with equal-size panels cut for each end. As an alternative, plan the installation so that a full panel is located on either side of the wall center, again leaving equal-size panels on each end. These strategies might entail a centered framing layout. Choose the strategy that looks the best and uses material most efficiently.



Installation of HardiePanel® Vertical Siding (continued)

WINDOWS, DOORS, AND OTHER WALL PENETRATIONS

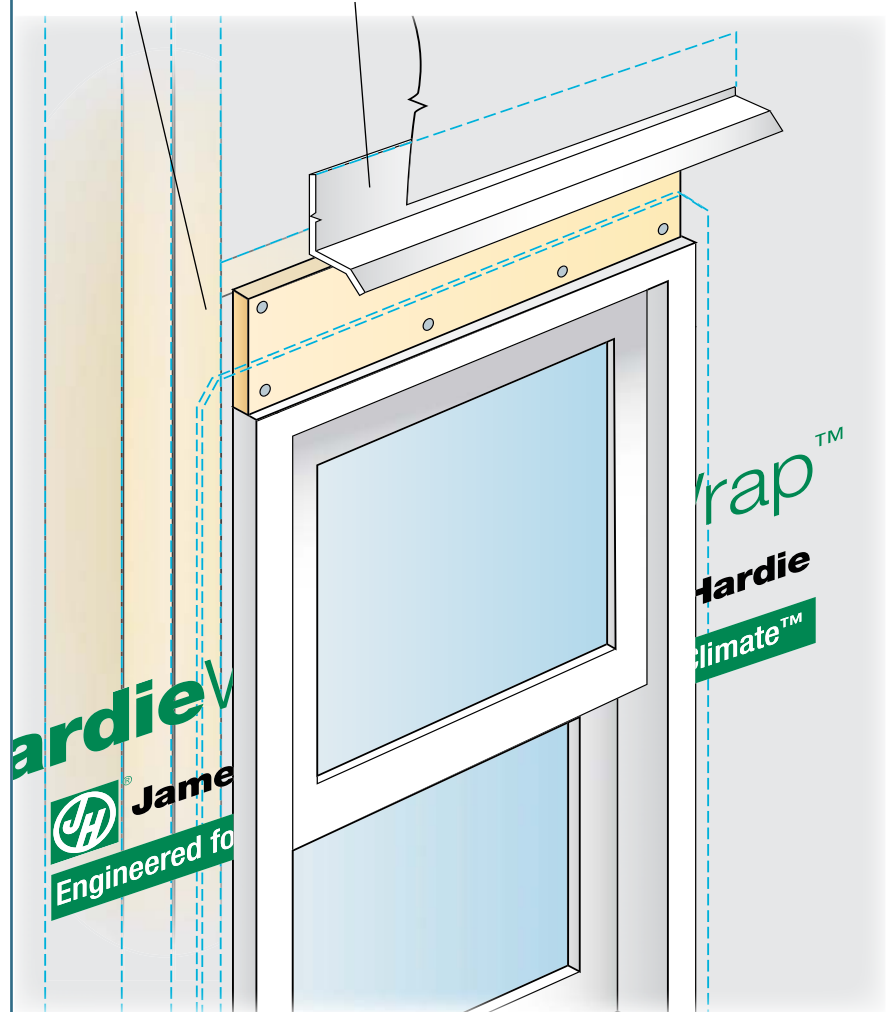
In panel installations, trim is typically overlaid on top of the panel. Special attention needs to be paid to trim flashing at the tops of openings. Below is one method for properly flashing trim in a panel application:

- 1) After installing the window, cut and install a 1/4-in. thick shim above the window. The shim should be the same width as the trim, and it should be as long as width of the window.
- 2) Over the shim install flashing wide enough to cover thickness of the trim and long enough to cover the trim head piece.
- 3) Install the panel to the window and around the shim taking care not to damage the flashing and leaving a 1/4-in. gap between the panel and the horizontal part of the flashing.
- 4) Install the trim around the window, slipping the head piece under the installed flashing.

12.9

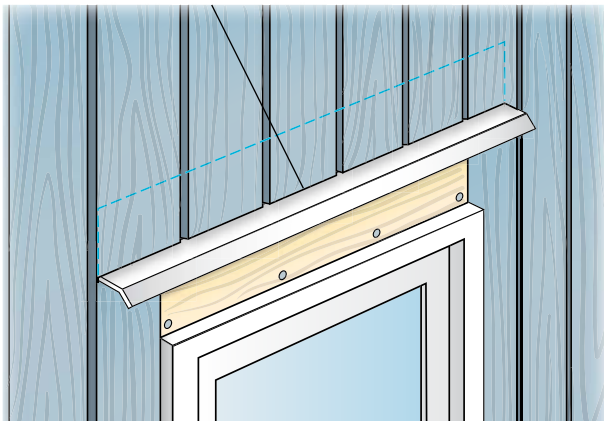
1 Install 1/4-in. thick shim over the window.

2 Install flashing over the shim and under the water-resistant barrier.



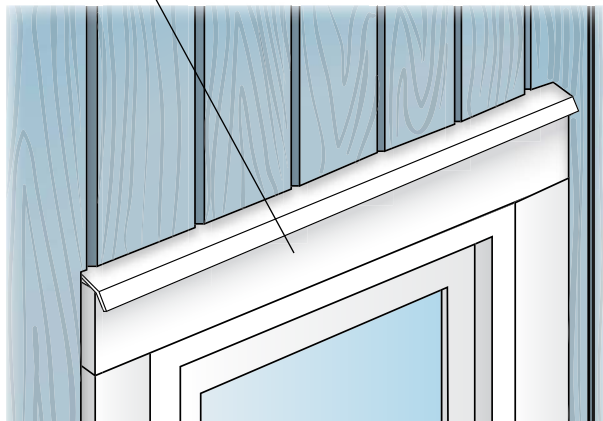
12.10

3 Cut and fit panel around the shim and flashing. Leave 1/4-in. gap between the flashing and the upper panel.



12.11

4 Install window trim under the flashing.



RAIN SCREENS

The Use of Rain Screen Systems:

James Hardie will support the use of its exterior siding products with rainscreen systems, but does not take sole responsibility for the entire wall assembly or system. James Hardie expects the designer or builder using our components as part of the rainscreen system to:

- Adhere to all the installation requirements listed in the relevant product installation instructions.
- Provide adequate details for water management.
- Make the decision about the use of rainscreen.
- James Hardie products does not recommend “drainage mats” or drainage boards” to provide the necessary capillary break behind our siding. These products can compress during the installation process, impairing the drainage channels and further causing a “wavy” appearance in the plank or panel products.
- Understand the interaction between system components and how each of the components in the system interacts.
- Design of the building envelope accounting for both interior and exterior moisture control.

Installation Over Furring:

When installing James Hardie Siding products over furring the question arises what thickness of furring can be used as an alternate to normal metal or wood studs specified in the ESR 1844 & 2290 Report. General rule of thumb is, the specific ESR 1844 & 2290 fastener must be installed into a material that has the same or better holding power than that specified in the ESR 1844 & 2290 and with the same penetration as the ESR 1844 & 2290 fastener. Note: The ESR 1844 & 2290 is the primary code compliance document James Hardie utilizes, but for other common applications and/or products, additional code compliance documentation and/or fastener specifications may exist. For special circumstances out side the scope of the ESR 1844 & 2290, please contact James Hardie’s Technical Services.

When reviewing the following details for attaching to wood furring or framing, an important consideration is that the fastener chosen must be fully encompassed by a wood substrate - the furring may count as all or part of the necessary penetration if it has been proven that the furring and/or wood substrate has the same or better holding power as a timber stud.

Design responsibility

In all cases it is the sole responsibility of the architect, envelope engineer or specifier to identify moisture related risks associated with any particular building design and to make any appropriate adjustments or modifications to the installation guidelines given by manufacturers. Wall construction and design must effectively manage moisture, considering both the interior and exterior environment of the building.

Attaching panel siding to wood furring:

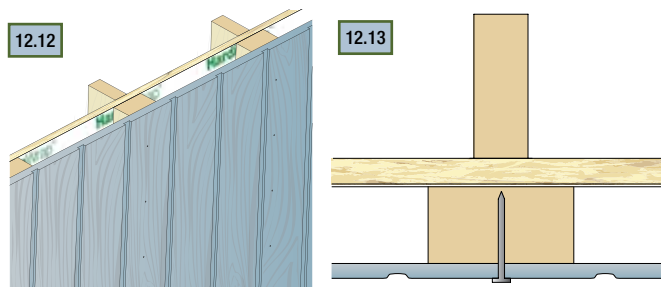
When attaching panel siding products over wood furring, the typical fastener used is the 6d common 2” long nail. This fastener is going to be the shortest fastener approved for fastening panel siding products into wood, therefore the furring must be a minimum of 1-11/16” thick to achieve the same values as ESR 1844, Table 4, given stud spacing, building height, and exposure category.

It is deemed an acceptable practice to not fasten along the top and bottom plates for the 5/16” HardiePanel configurations listed in the ESR 1844, Table 4 using the following fastener type:

- 0.091” shank X 0.225” HD X 1.5” long ring shank nail
- Min. No. 8 X 0.311 HD X 1” ribbed bugle head screw
- 0.10 X 0.25” HD X 1.5” long ET&F pin or equivalent
- 6d common 2” long nail

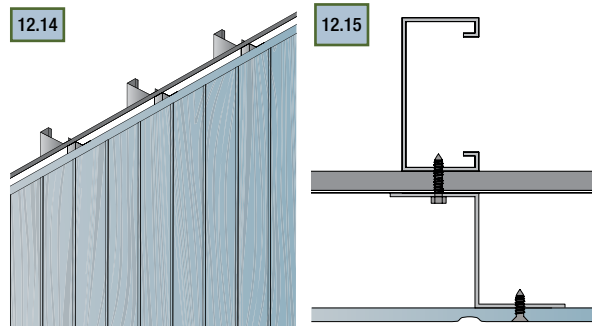
Attaching panel siding to steel furring:

When attaching panel siding products to metal furring, the steel furring must be a minimum 20 gauge steel. A fastener should be chosen out of the ESR 1844, Table 4, which is approved for attaching to steel framing. Two general rules that should be considered when choosing a fastener is that a nail (pin) must penetrate steel furring ¼”, and screws must penetrate steel furring 3 full threads. Therefore, if the rules for steel fastening are followed – given stud spacing, building height, and exposure category – the values are the same as ESR 1844, Table 4 states for the chosen fastener.



Conditions of use:

- This practice is acceptable for transverse load only.
- This practice is not acceptable for racking shear values or in-plane forces other than perpendicular/normal wind forces.
- All vertical joints shall occur over framing.
- All other James Hardie Installation Requirements shall be followed.

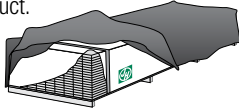


SMOOTH ▪ CEDARMILL® ▪ SELECT SIERRA 8 ▪ STUCCO

IMPORTANT: FAILURE TO INSTALL AND FINISH THIS PRODUCT IN ACCORDANCE WITH APPLICABLE BUILDING CODES AND JAMES HARDIE WRITTEN APPLICATION INSTRUCTIONS MAY LEAD TO PERSONAL INJURY, AFFECT SYSTEM PERFORMANCE, VIOLATE LOCAL BUILDING CODES, AND VOID THE PRODUCT ONLY WARRANTY. BEFORE INSTALLATION, CONFIRM THAT YOU ARE USING THE CORRECT HARDIEZONE INSTRUCTIONS. TO DETERMINE WHICH HARDIEZONE APPLIES TO YOUR LOCATION, VISIT WWW.HARDIEZONE.COM OR CALL 1-866-942-7343 (866 9HARDIE)

STORAGE & HANDLING:

Store flat and keep dry and covered prior to installation. Installing siding wet or saturated may result in shrinkage at butt joints. Carry planks on edge. Protect edges and corners from breakage. James Hardie is not responsible for damage caused by improper storage and handling of the product.



CUTTING INSTRUCTIONS

OUTDOORS

1. Position cutting station so that wind will blow dust away from user and others in working area.
2. Use one of the following methods:
 - a. Best:
 - i. Score and snap
 - ii. Shears (manual, electric or pneumatic)
 - b. Better:
 - i. Dust reducing circular saw equipped with a HardieBlade® saw blade and HEPA vacuum extraction
 - c. Good:
 - i. Dust reducing circular saw with a HardieBlade saw blade (only use for low to moderate cutting)

INDOORS

1. Cut only using score and snap, or shears (manual, electric or pneumatic).
2. Position cutting station in well-ventilated area

- NEVER use a power saw indoors
- NEVER use a circular saw blade that does not carry the HardieBlade saw blade trademark
- NEVER dry sweep – Use wet suppression or HEPA Vacuum

Important Note: For maximum protection (lowest respirable dust production), James Hardie recommends always using "Best"-level cutting methods where feasible.

NIOSH-approved respirators can be used in conjunction with above cutting practices to further reduce dust exposures. Additional exposure information is available at www.jameshardie.com to help you determine the most appropriate cutting method for your job requirements. If concern still exists about exposure levels or you do not comply with the above practices, you should always consult a qualified industrial hygienist or contact James Hardie for further information.

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GENERAL REQUIREMENTS:

- These instructions to be used for single family installations only. For Commercial / Multi-Family installation requirements go to www.JamesHardieCommercial.com
- HardiePanel® vertical siding can be installed over braced wood or steel studs spaced a maximum of 24" o.c. See general fastening requirements. Irregularities in framing and sheathing can mirror through the finished application. James Hardie recommends installing HardiePanel on a capillary break (rainscreen/furring) as a best practice.
- Information on installing James Hardie products over foam can be located in **JH Tech Bulletin 19** at www.jamehardie.com
- A water-resistive barrier is required in accordance with local building code requirements. The water-resistive barrier must be appropriately installed with penetration and junction flashing in accordance with local building code requirements. James Hardie will assume no responsibility for water infiltration. James Hardie does manufacture HardieWrap™ Weather Barrier, a non-woven non-perforated housewrap¹, which complies with building code requirements.
- When installing James Hardie products all clearance details in figs. 3,5,6,7,8,9,10 &11 must be followed.
- Adjacent finished grade must slope away from the building in accordance with local building codes - typically a minimum of 6" in the first 10'.
- Do not install James Hardie products, such that they may remain in contact with standing water.
- HardiePanel vertical siding may be installed on vertical wall applications only.
- DO NOT use HardiePanel vertical siding in Fascia or Trim applications.
- Some application are not suitable for ColorPlus. Refer to ColorPlus section page 3.
- DO NOT use stain, oil/alkyd base paint, or powder coating on James Hardie® Products.
- For larger projects, including commercial and multi-family projects, where the span of the wall is significant in length, the designer and/or architect should take into consideration the coefficient of thermal expansion and moisture movement of the product in their design. These values can be found in the Technical Bulletin #8 "Expansion Characteristics" at www.JamesHardie.com.

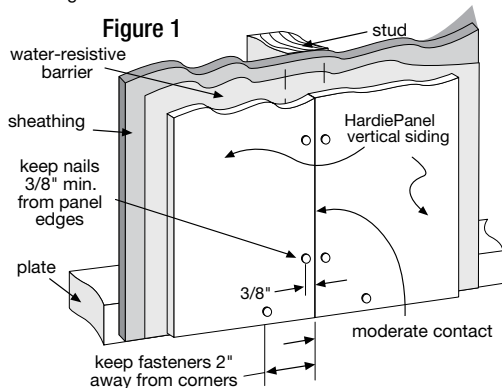
INSTALLATION:

Fastener Requirements

- Position fasteners 3/8" from panel edges and no closer than 2" away from corners. Do not nail into corners. HardiePanel Vertical Siding Installation
- Framing must be provided at horizontal and vertical edges for nailing.
 - HardiePanel vertical siding must be joined on stud.
 - Double stud may be required to maintain minimum edge nailing distances.

Joint Treatment

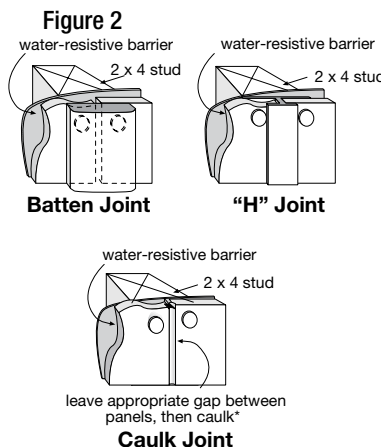
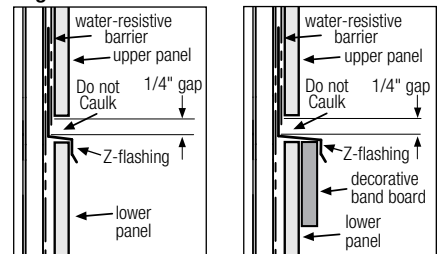
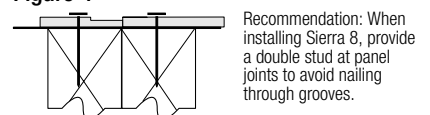
- Vertical Joints - Install panels in moderate contact (fig. 1), alternatively joints may also be covered with battens, PVC or metal jointers or caulked (Not applicable to ColorPlus® Finish) (fig. 2).
- Horizontal Joints - Provide Z-flashing at all horizontal joints (fig. 3).



(Not applicable to ColorPlus® Finish)

¹Apply caulk in accordance with caulk manufacturer's written application instructions.

²For additional information on HardieWrap™ Weather Barrier, consult James Hardie at 1-866-4Hardie or www.hardiewrap.com


Figure 3

Figure 4


WARNING: AVOID BREATHING SILICA DUST

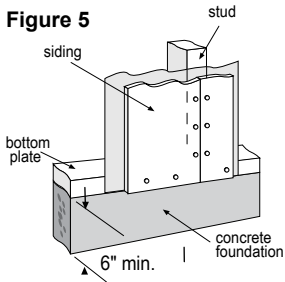
James Hardie® products contain respirable crystalline silica, which is known to the State of California to cause cancer and is considered by IARC and NIOSH to be a cause of cancer from some occupational sources. Breathing excessive amounts of respirable silica dust can also cause a disabling and potentially fatal lung disease called silicosis, and has been linked with other diseases. Some studies suggest smoking may increase these risks. During installation or handling: (1) work in outdoor areas with ample ventilation; (2) use fiber cement shears for cutting or, where not feasible, use a HardieBlade® saw blade and dust-reducing circular saw attached to a HEPA vacuum; (3) warn others in the immediate area; (4) wear a properly-fitted, NIOSH-approved dust mask or respirator (e.g. N-95) in accordance with applicable government regulations and manufacturer instructions to further limit respirable silica exposures. During clean-up, use HEPA vacuums or wet cleanup methods - never dry sweep. For further information, refer to our installation instructions and Material Safety Data Sheet available at www.jameshardie.com or by calling 1-800-9HARDIE (1-800-942-7343). FAILURE TO ADHERE TO OUR WARNINGS, MSDS, AND INSTALLATION INSTRUCTIONS MAY LEAD TO SERIOUS PERSONAL INJURY OR DEATH.

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CLEARANCES

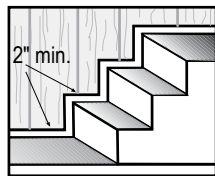
Install siding and trim products in compliance with local building code requirements for clearance between the bottom edge of the siding and the adjacent finished grade.

Figure 5



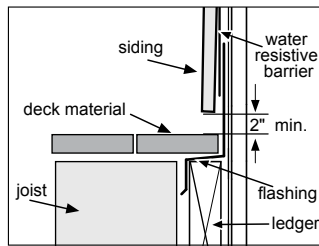
Maintain a minimum 2" clearance between James Hardie® products and paths, steps and driveways.

Figure 6



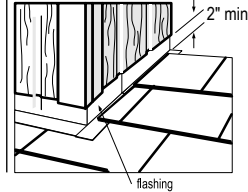
Maintain a minimum 2" clearance between James Hardie products and decking material.

Figure 7



At the juncture of the roof and vertical surfaces, flashing and counterflashing shall be installed per the roofing manufacturer's instructions. Provide a minimum 2" clearance between the roofing and the bottom edge of the siding and trim.

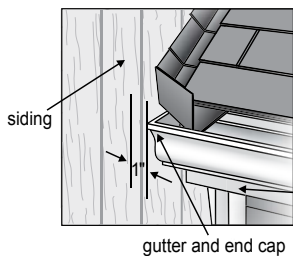
Figure 8



Maintain a 1/4" clearance between the bottom of James Hardie products and horizontal flashing. Do not caulk gap. Refer to fig. 3 on page 1.

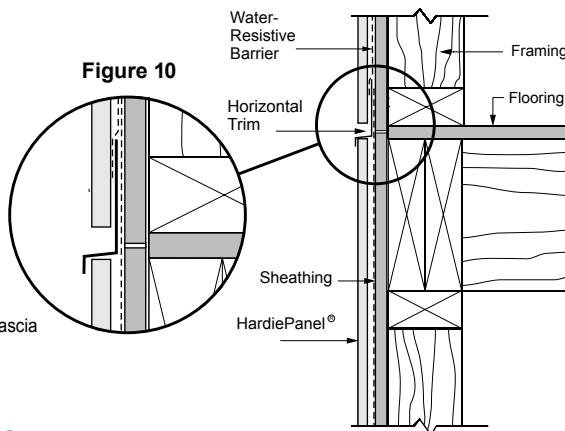
Maintain a minimum 1" gap between gutter end caps and siding & trim.

Figure 9



Do not bridge floors with HardiePanel® siding. Horizontal joints should always be created between floors (fig. 10).

Figure 10

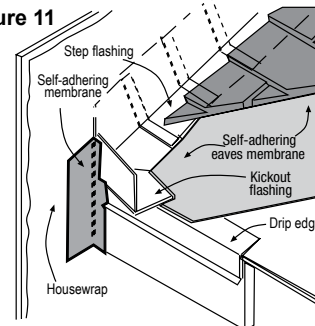


KICKOUT FLASHING

Because of the volume of water that can pour down a sloped roof, one of the most critical flashing details occurs where a roof intersects a sidewall. The roof must be flashed with step flashing. Where the roof terminates, install a kickout to deflect water away from the siding. It is best to install a self-adhering membrane on the wall before the subfascia and trim boards are nailed in place, and then come back to install the kickout.

Figure 11, Kickout Flashing To prevent water from dumping behind the siding and the end of the roof intersection, install a "kickout" as required by IRC code R905.2.8.3 : "...flashing shall be a min. of 4" high and 4" wide." James Hardie recommends the kickout be angled between 100° - 110° to maximize water deflection

Figure 11



BLOCKED PENETRATIONS

Penetrations such as hose bibs and holes 1 1/2" or larger such as dryer vents shall have a block of trim around point of penetration.

GENERAL FASTENING REQUIREMENTS

Fasteners must be corrosion resistant, galvanized, or stainless steel. Electro-galvanized are acceptable but may exhibit premature corrosion. James Hardie recommends the use of quality, hot-dipped galvanized nails. James Hardie is not responsible for the corrosion resistance of fasteners. Stainless steel fasteners are recommended when installing James Hardie products near the ocean, large bodies of water, or in very humid climates.

- Consult applicable product evaluation or listing for correct fastener type and placement to achieve specific design wind loads.
- NOTE: Published wind loads may not be applicable to all areas where Local Building Codes have specific jurisdiction. Consult James Hardie Technical Services if you are unsure of applicable compliance documentation.
- Drive fasteners perpendicular to siding and framing.
- Fastener heads should fit snug against siding (no air space). (fig. A)
- Do not over-drive nail heads or drive nails at an angle.
- If nail is countersunk, fill nail hole and add a nail. (fig. B)
- For wood framing, under driven nails should be hit flush to the plank with a hammer (for steel framing, remove and replace nail).
- NOTE: Whenever a structural member is present, HardiePlank should be fastened with even spacing to the structural member. The tables allowing direct to OSB oplywood should only be used when traditional framing is not available.
- **Do not use aluminum fasteners, staples, or clipped head nails.**

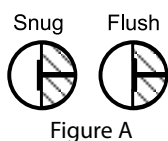


Figure A

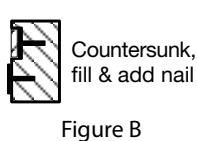


Figure B



PNEUMATIC FASTENING

James Hardie products can be hand nailed or fastened with a pneumatic tool. Pneumatic fastening is highly recommended. Set air pressure so that the fastener is driven snug with the surface of the siding. A flush mount attachment on the pneumatic tool is recommended. This will help control the depth the nail is driven. If setting the nail depth proves difficult, choose a setting that under drives the nail. (Drive under driven nails snug with a smooth faced hammer - Does not apply for installation to steel framing).

CAULKING

For best results use an Elastomeric Joint Sealant complying with ASTM C920 Grade NS, Class 25 or higher or a Latex Joint Sealant complying with ASTM C834. Caulking/Sealant must be applied in accordance with the caulking/sealant manufacturer's written instructions. **Note: OSI Quad as well as some other caulking manufacturers do not allow tooling.**

DO NOT caulk nail heads when using ColorPlus products, refer to the ColorPlus touch-up section

CUT EDGE TREATMENT

Caulk, paint or prime all field cut edges. James Hardie touch-up kits are required to touch-up ColorPlus products.

PAINTING

DO NOT use stain, oil/alkyd base paint, or powder coating on James Hardie® Products. James Hardie products must be painted within 180 days for primed product and 90 days for unprimed. 100% acrylic topcoats are recommended. Do not paint when wet. For application rates refer to paint manufacturers specifications. Back-rolling is recommended if the siding is sprayed.

COLORPLUS® TECHNOLOGY CAULKING, TOUCH-UP & LAMINATE

- Care should be taken when handling and cutting James Hardie® ColorPlus® products. During installation use a wet soft cloth or soft brush to gently wipe off any residue or construction dust left on the product, then rinse with a garden hose.
- Touch up nicks, scrapes and nail heads using the ColorPlus® Technology touch-up applicator. Touch-up should be used sparingly. If large areas require touch-up, replace the damaged area with new HardiePanel® siding with ColorPlus Technology.
- Laminate sheet must be removed immediately after installation of each course.
- Terminate non-factory cut edges into trim where possible, and caulk. Color matched caulks are available from your ColorPlus® product dealer.
- Treat all other non-factory cut edges using the ColorPlus Technology edge coat, available from your ColorPlus product dealer.

Note: James Hardie does not warrant the usage of third party touch-up or paints used as touch-up on James Hardie ColorPlus products.

Problems with appearance or performance arising from use of third party touch-up paints or paints used as touch-up that are not James Hardie touch-up, will not be covered under the James Hardie ColorPlus Limited Finish Warranty.

The following outlines the recommended applications for ColorPlus and Primed panels. Not all designs will be suitable for every application:

- Exposed fasteners or battens is the recommended application for ColorPlus panel products
- Do not use touch-up over fastener heads for smooth ColorPlus products - primed panel recommended
- For ColorPlus panel applications that require fasteners in the field, it is acceptable to use touch-up over fasteners for Cedarmill and Stucco panel only, but correct touch-up application is important. Some colors may show touch-up when applied over fasteners. Trim is recommended to cover joints when appropriate.

PAINTING JAMES HARDIE® SIDING AND TRIM PRODUCTS WITH COLORPLUS® TECHNOLOGY

When repainting ColorPlus products, James Hardie recommends the following regarding surface preparation and topcoat application:

- Ensure the surface is clean, dry, and free of any dust, dirt, or mildew
- Repriming is normally not necessary
- 100% acrylic topcoats are recommended
- DO NOT use stain, oil/alkyd base paint, or powder coating on James Hardie® Products.
- Apply finish coat in accordance with paint manufacturers written instructions regarding coverage, application methods, and application temperature

RECOGNITION: In accordance with ICC-ES Evaluation Report ESR-1844, HardiePanel® vertical siding is recognized as a suitable alternate to that specified in: the 2006, 2009, & 2012 International Residential Code for One- and Two-Family Dwellings and the 2006, 2009, & 2012 International Building Code. HardiePanel vertical siding is also recognized for application in the following: City of Los Angeles Research Report No. 24862, State of Florida listing FL#889, Dade County, Florida NOA No. 02-0729.02, U.S. Dept. of HUD Materials Release 1263c, Texas Department of Insurance Product Evaluation EC-23, City of New York MEA 223-93-M, and California DSA PA-019. These documents should also be consulted for additional information concerning the suitability of this product for specific applications.

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Additional Installation Information, Warranties, and Warnings are available at www.jameshardie.com



Additional Information

RAINSCREENS

The Optional Use of Rain Screen Systems:

James Hardie will support the use of its exterior siding products with rainscreen systems, but does not take sole responsibility for the entire wall assembly or system. James Hardie expects the designer or builder using our components as part of the rainscreen system to:

- Adhere to all the installation requirements listed in the relevant product installation instructions.
- Provide adequate details for water management.
- Make the decision about the use of rainscreen.
- James Hardie products does not recommend “drainage mats” or drainage boards” to provide the necessary capillary break behind our siding. These products can compress during the installation process, impairing the drainage channels and further causing a “wavy” appearance in the plank or panel products.
- Understand the interaction between system components and how each of the components in the system interacts.
- Design of the building envelope accounting for both interior and exterior moisture control.

Installation Over Furring:

When installing James Hardie Siding products over furring the question arises what thickness of furring can be used as an alternate to normal metal or wood studs specified in the ESR 1844 & 2290 Report. General rule of thumb is, the specific ESR 1844 & 2290 fastener must be installed into a material that has the same or better holding power than that specified in the ESR 1844 & 2290 and with the same penetration as the ESR 1844 & 2290 fastener.

Note: The ESR 1844 & 2290 is the primary code compliance document James Hardie utilizes, but for other common applications and/or products, additional code compliance documentation and/or fastener specifications may exist. For special circumstances out side the scope of the ESR 1844 & 2290, please contact James Hardie’s Technical Services.

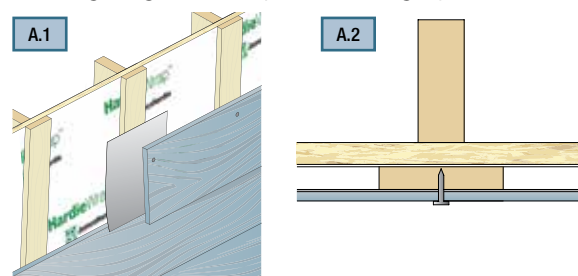
When reviewing the following details for attaching to wood furring or framing, an important consideration is that the fastener chosen must be fully encompassed by a wood substrate - the furring may count as all or part of the necessary penetration if it has been proven that the furring and/or wood substrate has the same or better holding power as a timber stud.

Design responsibility

In all cases it is the sole responsibility of the architect, envelope engineer or specifier to identify moisture related risks associated with any particular building design and to make any appropriate adjustments or modifications to the installation guidelines given by manufacturers. Wall construction and design must effectively manage moisture, considering both the interior and exterior environment of the building.

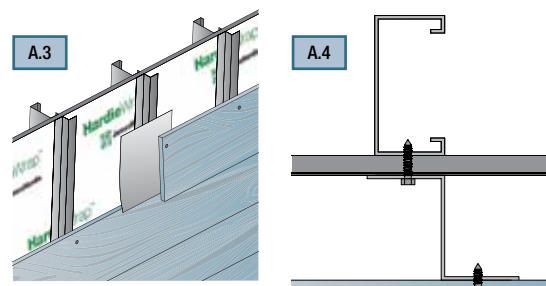
Attaching lap siding to wood furring:

When attaching lap siding products over wood furring, the typical fastener used is the 1-1/4” long No. 11 ga. roofing nail, blind nailed. This fastener is going to be the shortest fastener approved for fastening lap siding products, therefore the furring must be a minimum of 0.75” thick to achieve the same values as ESR 2290 Table 4 states for the 11 ga. 1-1/4” roofing nail given plank reveal, stud spacing, building height and exposure category.



Attaching lap siding to steel furring:

When attaching lap siding products to metal furring, the steel furring must be a minimum 20 gauge steel. A fastener should be chosen out of the ESR 2290, Table 4, which is approved for attaching to steel framing. Two general rules that should be considered when choosing a fastener is that a nail (pin) must penetrate steel furring 1/4”, and screws must penetrate steel furring 3 full threads. Therefore, if the rules for steel fastening are followed – given plank reveal, stud spacing, building height, and exposure category – the values are the same as ESR 2290, Table 4 states for the chosen fastener.

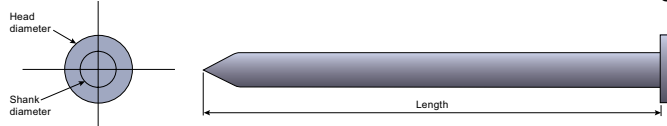


ATTACHING JAMES HARDIE PRODUCTS TO INSULATED CONCRETE FORMS (ICF)

Considering the proprietary nature of Insulated Concrete Forms (ICF) and the number of ICF manufacturers currently selling product in the US and Canada, James Hardie Building Products cannot calculate or determine the proper fastener for each type of plastic or metal cross-tie flange being used in the field. James Hardie offers the following as a guide to determine the correct siding fastening to be used with the respective ICF system chosen for the project in question.

1. Determine the projects basic wind design, including basic wind speed, wind exposure category, and mean roof height.
2. Find the fastener and frame type within James Hardie's ICC-ES Product Evaluation Report (e.g. ESR 1844 & 2290) that will meet the project's basic wind design.

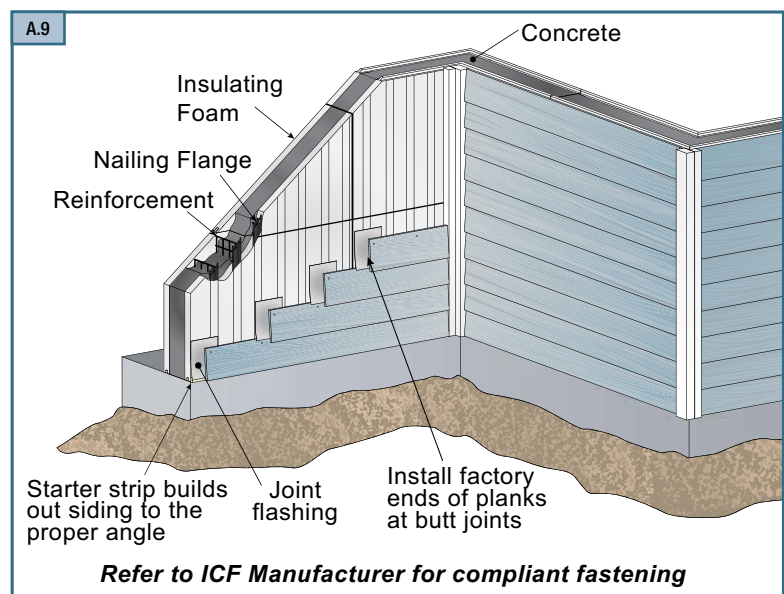
- a. Take note of the head diameter, shank diameter, and fastener length for the fastener.



Note: Fastener bearing area is equal to the head area less the shank area.

- b. Take note of the frame type and frame spacing.
3. Go to the ICF system manufacturer and find a fastener that is similar in dimension to the fastener from step 2.1 above.
 - a. Basically, the bearing area under the ICF fastener head shall be the same as or greater than the bearing area under the James Hardie fastener head from step 2.
 4. Since the James Hardie siding product has to be attached to a structural member, in this case the ICF cross-tie flange, the steps below shall be followed.
 - a. The onus is on the ICF system manufacturer to demonstrate that their ICF cross-tie flange holds fasteners, screws or nails, the same as wood or steel framing hold screws or nails.
 - b. ICF fastener allowable withdrawal load capacity (applicable factor of safety applied) may be found in an ICC-ES Product Evaluation for the given ICF manufacturer's products, OR
 - c. The ICF manufacturer may have testing that shows their fastener's allowable withdrawal load capacity (applicable factor of safety applied) from their cross-tie flange.
 5. For the fastener from step 2, a registered design professional shall calculate the allowable withdrawal load (factor of safety applied) from the frame type noted in step 2.2.
 6. A registered design professional shall then make an equivalency statement comparing the ICF fastener withdrawal (step 4.1.1 or step 4.1.2) versus the fastener withdrawal from step 5.
 7. When the ICF cross-tie flange spacing differs from the James Hardie frame spacing in step 2.2, a registered design professional shall calculate the maximum siding fastener spacing into the cross-tie flange needed to resist the applicable basic wind speeds published in James Hardie's ESR 1844 & 2290 for the fastener and design from step 2.
 8. When required by the code official and once in possession of the information gathered in the steps above it is the responsibility of the property owner, design professional, contractor, or installer to make his or her case to the Building Official¹.

¹ The Building Official reserves the right to approve alternate materials, design and methods of construction, 2006 International Building Code® Section 104.11, 2006 International Residential Code® Section R104.11, and 1997 Uniform Building Code™ Section 104.2.8.

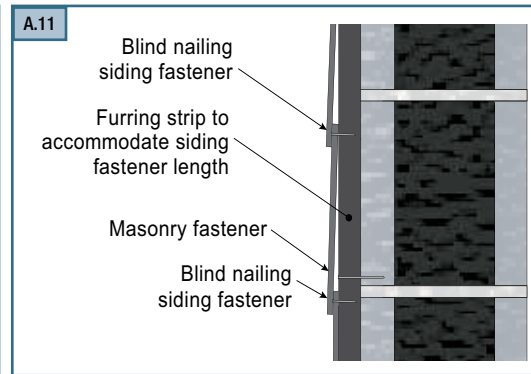
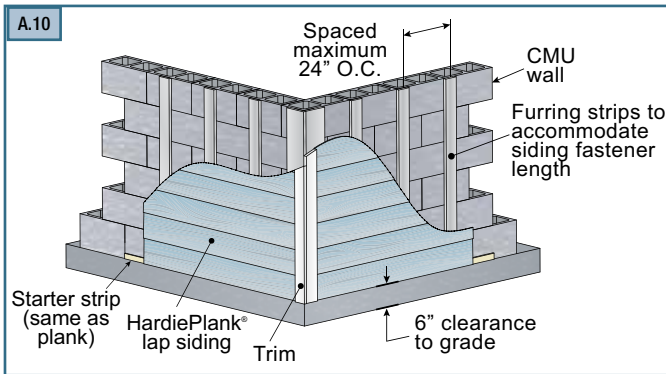


ATTACHING HARDIEPLANK® LAP SIDING AND HARDIETRIM® PRODUCTS TO CONCRETE MASONRY UNITS (CMU)

The application of HardiePlank® Lap Siding and HardieTrim® boards to masonry construction complying with local building codes using Concrete Masonry Units (CMU) complying to ASTM C 90 can be achieved by using one of the following two methods of attachment. All other product specific installation requirements which are not outlined below must be followed.

Method 1: Attachment Over Furring

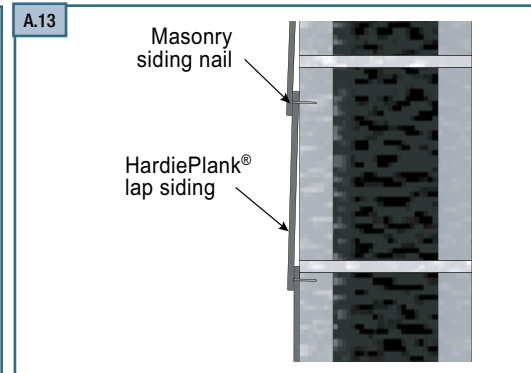
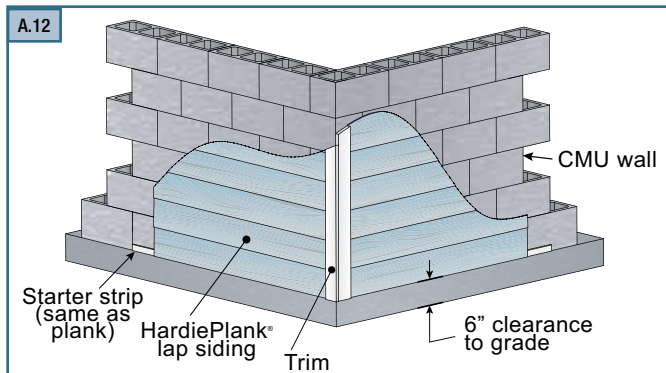
Attach over furring with adequate thickness to allow attachment with approved fastening methods according to local building codes and code compliance documentation. Furring must be attached to ensure it can transfer the wind loads and other necessary forces back to the structure. The mechanical connection of the furring to the structure is the responsibility of the Licensed Design Professional. James Hardie Building Products has no comment on the load carrying capacity of the furring to framing connections.



Method 2: Attachment Directly to CMU

Attach directly to masonry with approved fastening method according to local building codes and code compliance documentation.

Refer to and follow local building codes for water resistive barrier requirements



Attachment of HardieTrim® boards

HardieTrim boards can be fastened using hardened finish nails designed for masonry construction. For more information refer to the HardieTrim section of this guide.

ICC – IBC® & IRC®/2006 – ALLOWABLE FASTENER SPACING (IN.)

HardiePlank® Lap Siding fastened to ASTM C 90 Concrete Wall

Basic Wind Speed	Building Height (feet)	<6½-inch wide			7¼- & 7½-inch wide			8- & 8¼-inch wide			9¼- & 9½-inch wide		
		Exposure			Exposure			Exposure			Exposure		
		B	C	D	B	C	D	B	C	D	B	C	D
100 mph	0-15	24	24	24	24	24	24	24	24	21	24	23	19
	20	24	24	24	24	24	23	24	24	20	24	21	18
	30	24	24	24	24	24	21	24	22	19	24	20	17
	40	24	24	23	24	24	20	24	21	18	24	19	16
	50	24	24	22	24	22	19	24	20	17	24	18	15
	60	24	24	22	24	22	19	24	19	17	23	17	15
110 mph	0-15	24	24	22	24	24	19	24	21	17	23	19	15
	20	24	24	21	24	22	18	24	20	16	23	18	15
	30	24	24	20	24	20	17	24	18	15	23	16	14
	40	24	22	19	24	19	16	23	17	15	21	15	13
	50	24	21	18	24	18	16	22	16	14	20	14	12
	60	24	20	18	23	18	15	21	16	14	19	14	12
120 mph	0-15	24	23	19	24	20	17	21	18	15	19	16	13
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130 mph	0-15	24	20	16	21	17	14	18	15	12	16	14	11
	20	24	19	15	21	16	13	18	14	12	16	13	11
	30	24	17	14	21	15	12	18	13	11	16	12	10
	40	22	16	14	19	14	12	17	12	11	15	11	9
	50	21	15	13	18	13	11	16	12	10	14	11	9
	60	20	15	13	17	13	11	15	11	10	13	10	9
140 mph	0-15	21	17	14	18	15	12	16	13	11	14	12	10
	20	21	16	13	18	14	12	16	12	10	14	11	9
	30	21	15	12	18	13	11	16	11	10	14	10	9
	40	19	14	12	16	12	10	15	11	9	13	9	8
	50	18	13	11	15	11	10	14	10	9	12	9	8
	60	17	13	11	15	11	10	13	10	9	12	9	8
150 mph	0-15	18	15	12	16	13	11	14	11	9	12	10	8
	20	18	14	12	16	12	10	14	11	9	12	10	8
	30	18	13	11	16	11	9	14	10	8	12	9	7
	40	16	12	10	14	10	9	13	9	8	11	8	7
	50	15	12	10	13	10	9	12	9	8	11	8	7
	60	15	11	10	13	10	8	11	8	7	10	8	7

Notes to Table:

- Fasteners shall be ET&F Fastening Systems, Inc. ET&F block Nail (ET & F No. ASM-144-125, head dia. = 0.30 in., shank dia. = 0.14 in., length = 1.25-in. long) or Max System block Nail (CP-C 832 W7-ICC, head dia. = 0.30 in., shank dia. = 0.15 in., length = 1.3 in.).
- Maximum basic wind speed shall be 150 mph.
- Interpolation to address building height and other plank widths is permitted.
- The lap conceals the fasteners of the previous course (Blind Nailed).
- 1 inch = 25.4 mm, 1 foot = 305 mm, 1 mph = 0.44 m/s

Additional Information (continued)

INSTALLING OVER RIGID FOAM INSULATION UP TO 1-1/2" THICK

James Hardie does support the use of its exterior siding products installed over rigid foam insulation, but does not take responsibility for the entire wall assembly or system. James Hardie expects the designer or builder using our components as part of the insulated wall assembly to:

- Adhere to all the installation requirements listed in the relevant product installation instructions.
- Provide adequate details for water management.
- Make the decision about the use and type of rigid foam insulation.
- Understand the interaction between system components and how each of the components in the system interacts.
- Design the building envelope to account for both interior and exterior moisture control.

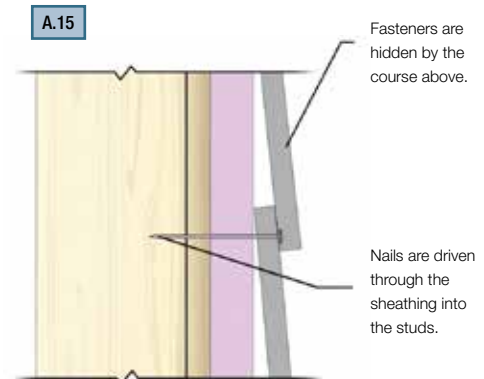


General requirements and installation guidelines:

- All James Hardie® product specific installation requirements must be followed.
- All national, state, and local building code requirements must be followed. Where they are more stringent than the James Hardie installation requirements, state and local requirements will take precedence.
- James Hardie siding and trim products can be installed over solid-foam insulation board up to 1-1/2 inch thick. Caution should be taken as irregularities and unevenness in framing, sheathing, foam and other wall assembly components, including under driven nails, can telegraph through to the finished siding and trim. These irregularities should be corrected before the siding is installed.
- When reviewing the following details for attaching over foam, an important consideration is that the fastener chosen must be adequately encompassed by a wood substrate. The foam will not count as part of the necessary penetration, there for the length of the chosen fastener must be extended by the thickness of the foam.

Fastener Selection:

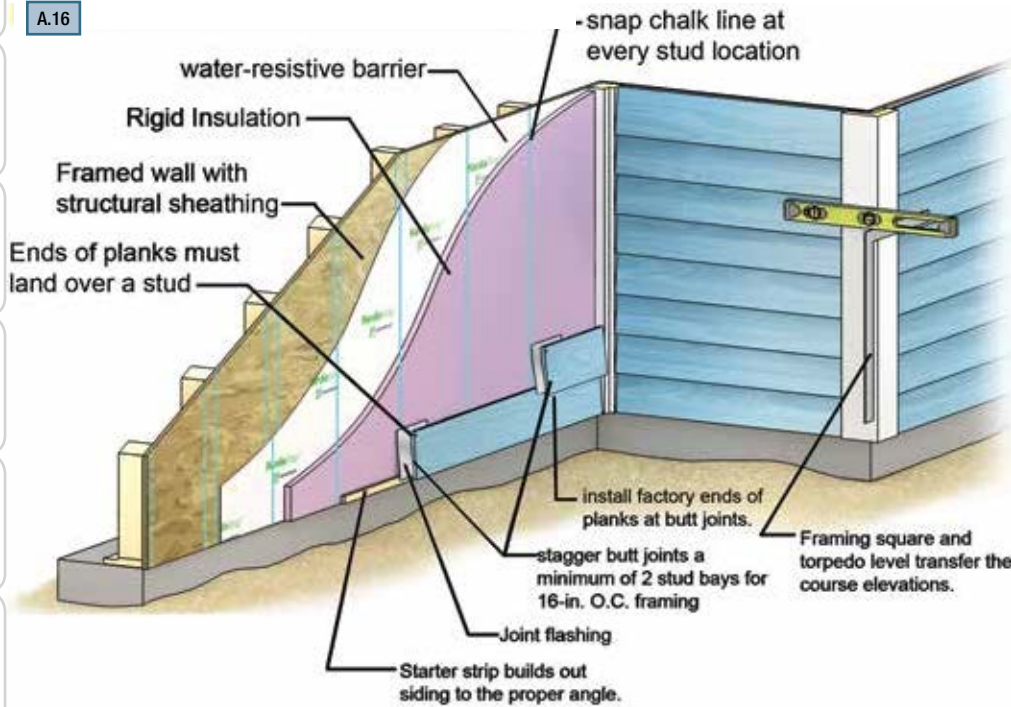
- When attaching lap siding products over foam 1-1/2" or less, the length of the chosen fastener from table below, must be extended in length by the thickness of the foam. For information on fastening Hardie products greater than 1-1/2" see Tech Bulletin 19 at www.JamesHardie.com.



Normal Fastener	Fastener for an additional 1/2" of Foam
6d common 2" long	8d common 2½" long
11 ga. 1¼" long roofing nail	11 ga. 1¾" long roofing nail
8-18 x 1½" x .323" HD ribbed bugle head screw	8-18 x 2½" x .323" HD ribbed bugle head screw

Refer to the ESR 1844 & 2290 or other code compliant documentation for proper fastener selection based on specific product, stud spacing, building height, and exposure category.

A.16



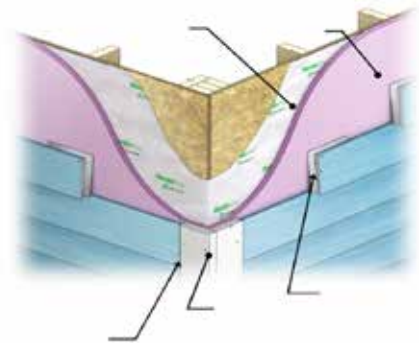
Note: When attaching lap siding products over foam the length of the chosen fastener must be extended by the thickness of the foam to achieve the same required holding power.

TIP: With some types of foam it is possible to use the rigid foam as the water resistive barrier by taping and sealing all of the joints. Refer to specific manufacturers installation requirements when considering this type of application.

WEATHER BARRIER & RIGID FOAM

- When using a weather resistive barrier (WRB) in conjunction with rigid foam insulation, the WRB can be installed underneath the foam as shown, or over the top if more convenient
- Regardless of where the WRB is placed all flashings must be incorporated into the WRB and drainage plane.
- Some rigid foam insulation products are manufactured with tongue & groove or shiplap joints and can be used as the WRB when properly installed and sealed. When using rigid foam insulation as the WRB refer to manufacturers installation instructions.

A.17



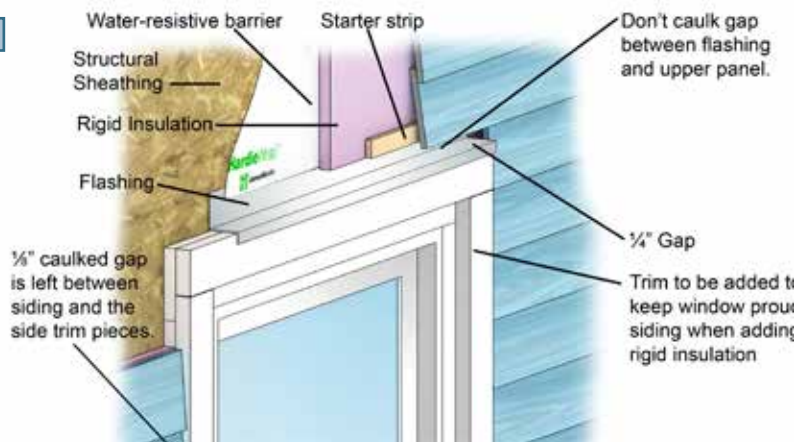
Trim

Depending upon the reveal around windows, doors, & penetrations, thickness of foam and the type and thickness of trim used there will be different techniques to install the siding and trim to ensure the foam is completely concealed.

Flashings

The Z flashing above all horizontal trim must be incorporated into the WRB regardless of WRB position. If the foam is being used per manufacturers instructions as the WRB, all flashings must be incorporated into the drainage plane such that it allows moisture to drain down and out.

A.18



Note: It is recommended to layout the rigid foam insulation such that vertical joints do not occur at the corners of window and door openings or overs if possible.

Additional Information (continued)

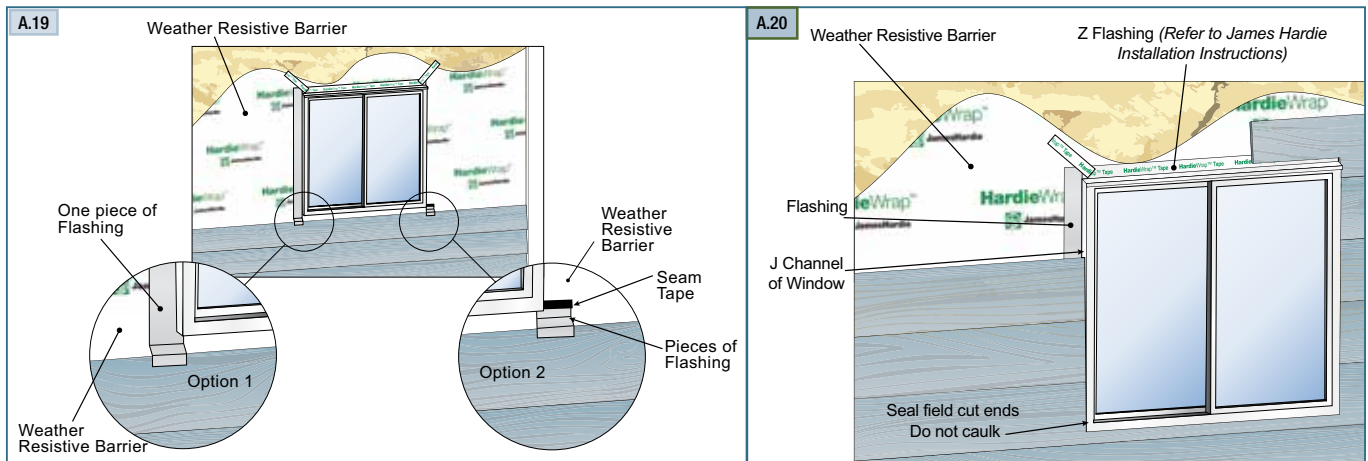
INSTALLING HARDIEPLANK® LAP SIDING AROUND WINDOWS WITH AN INTEGRATED J-CHANNEL

When installing fiber cement around a window with a “J” channel there are a few guidelines which should be followed to control water flow:

1. All windows must be installed per manufacturers installation instructions and must incorporate all necessary flashings.
2. At the bottom sides of the window, a flashing must be installed that will redirect any water that runs down the inside of the “J” channel out and away so that it does not run down the wall assembly and behind the plank below the window.
 - a. This can be done by inserting a flashing that runs the entire length of the window (option 1) or by cutting the weather resistive barrier towards the bottom of the window and inserting a smaller flashing and taping with seam tape to reseal the weather resistive barrier (option 2).
 - b. This flashing would then be lapped over the last plank at the bottom of the window, similar to a joint flashing, to direct water down and out to the front of the cladding.
3. A “z” flashing must be installed and integrated into the weather resistive barrier at the top of the window. The “z” flashing will allow water to be drained away from the window and wall, opposed to being captured in the “J” at the top of the window. (Refer to JamesHardie Installation Instructions for further “z” flashing details).
4. Seal all field cut non factory ends with an exterior grade paint, primer, or sealer.
 - a. Insert ends of plank into the “J” channel of the window.
 - b. Do not try to squeeze caulk into the “J” channel.
 - c. Plank integrated into “J” channel must be primed, painted or caulked.



Typical “J” Channel Window



JOINT FLASHING WITH HARDIEPLANK® LAP SIDING

Joint Flashing at field butt joints

This Technical Bulletin is an explanation supporting the announcement made by James Hardie on September 8th, 2008 withdrawing its recommendation on the use of caulk at field butt joints for HardiePlank® lap siding. Below is an excerpt from that announcement:

HardiePlank Lap Siding (Primed & ColorPlus Technology) – Caulk at Field Butt Joints

Previously, there were two options for treating field butt joints for Primed HardiePlank lap siding (i.e. the use of caulk with a gap or the use of a joint flashing behind the joint). Effective immediately, James Hardie does not recommend the use of caulk at field butt joints for HardiePlank lap siding Primed or with ColorPlus® Technology. The use of a joint flashing behind field butt joints is the required joint treatment method for HardiePlank lap siding with ColorPlus technology and the preferred method for primed HardiePlank lap siding. The use of caulk at field butt joints is a maintenance item for the homeowner, aesthetically compromises the finish look and is recommended against by some caulk manufacturers. All HardiePlank lap siding must be installed in accordance with our installation details as outlined in the relevant installation instructions.

Summary of James Hardie's position:

- HardiePlank lap siding with ColorPlus technology - Joint flashing behind field butt joints is required, the use of caulk will not be warranted.
- HardiePlank lap siding Primed - Recommend the use of joint flashing, but the use of caulk will not void the warranty.

The reasons for this announcement are:

1. The use of joint flashing behind field butt joints is an approved joint treatment method as described in the 2006 International Building Code and is recognized by James Hardie and experts across the building industry to be a superior method.

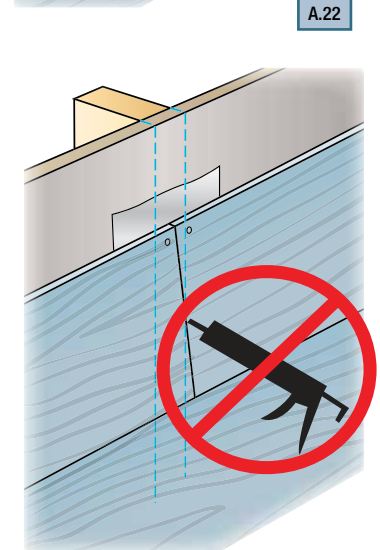
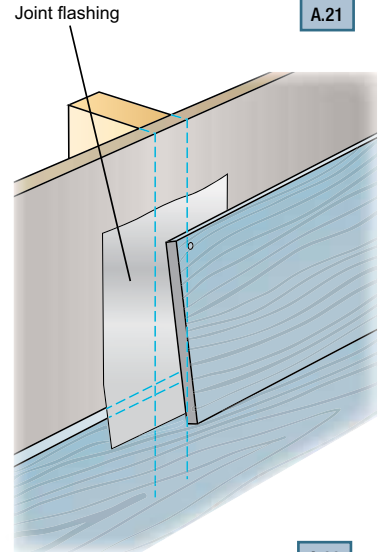
"1405.17.2 Horizontal lap siding. Lap siding shall be lapped a minimum of 1 1/4 inches (32 mm) and shall have the ends sealed with caulking, covered with an Hsection joint cover or located over a strip of flashing."

Experts across the industry recognize flashings as an effective and responsible method for draining a wall system:

"The fundamental principle of water management is to shed water by layering materials in such a way that water is directed downwards and outwards out of the building or away from the building. The key to this fundamental principle is drainage. The most elegant expression of this concept is a flashing. Flashings are the most under-rated building enclosure component and arguably the most important."

EEBA (Energy & Environmental Building Association™) Water Management Guide By Joseph W. Lstriburek, Ph.D., P.eng. June 2004.

2. Reduced maintenance required by the home owner – It is recognized by James Hardie, several caulking manufacturers, experts across the industry, and experienced home owners that when caulking is used at field butt joints, maintenance will be required. Depending on the specific product and the application, caulked field butt joints will need to be maintained to guarantee continued performance over the life of the building. In addition, several sealant/caulking manufacturers recommend against using their products at butt joints in fiber cement siding for many of the reasons discussed here.
3. Improved appearance – When installed properly, flashing at a field butt joint can create a better looking joint. James Hardie recommends butting field joints together in moderate contact which achieves a more continuous looking joint. When utilizing a caulked butt joint, a gap specified by the caulk manufacturer must be left at the joint. Over time as the caulk ages, this joint can become pronounced on the wall and stand out.



Do not use caulk on HardiePlank® lap siding with ColorPlus® technology

JAMES HARDIE REQUIREMENTS FOR ALTERNATE FASTENERS AND METHODS OF FASTENING

The fastening requirements for each product are stated in one or more of the following technical documents and in some cases fastener products may be referenced. Below are the steps that can be used to demonstrate an alternate fastener's equivalency to the James Hardie published fastening requirements.

1. It is the responsibility of either the property owner, design professional, contractor, or installer to consult:
 - a. The fastener Manufacturer for a Product Listing Specification or Code Compliance report that covers the installation method in question, or;
 - b. A licensed Architect or Professional Engineer to make an equivalency statement linking the alternate fastener (or fastening method) to the fastening requirements published within the relevant James Hardie technical document;
2. Once in possession of the information gathered in step one it is the responsibility of the property owner, design professional, contractor, or installer to make his or her case to the Building Official¹

¹ The Building Official reserves the right to approve alternate materials, design and methods of construction, 2006 International Building Code® Section 104.11, 2006 International Residential Code Section R104.11, and 1997 Uniform Building Code Section 104.2.8.

All national, state, and local building code requirements must be followed and where they are more stringent than the James Hardie installation requirements, state and local requirements will take precedence.

Estimating

Siding

All houses can be broken down to triangles, rectangles, and squares. Using these simple shapes it is very easy to estimate the amount of siding required.

1. Break down the portions of the house to be sided into the simple shapes (squares, rectangles, triangles) Figures 12.1 - 12.4.
2. Determine the height and width of each shape.
3. Multiply height x width to determine square footage. For triangles divide the total by 2.
4. Add all of the square footage numbers together.
5. Subtract large items such as garage doors, large doors, large windows, and banks of windows from total. Do not remove small windows, doors, vents, or other small areas not being sided.
6. Total all numbers. This gives you the total covered area.
7. Use the coverage charts located in this section to determine the number needed.
8. Add a minimum of 5% for waste. If there are multiple (3 or more) gables, chases, bump outs, or dormers add 10%.*

* Material for starter strip is included in the calculation for waste.

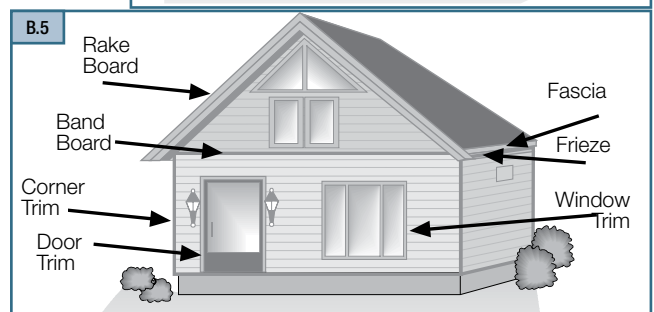
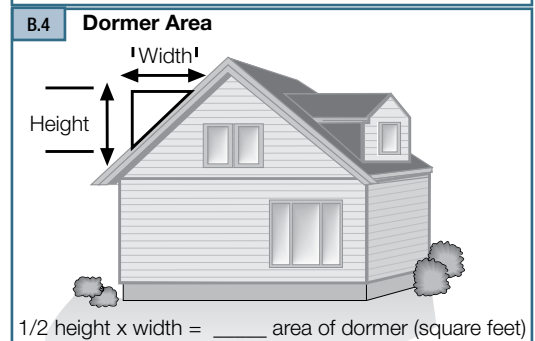
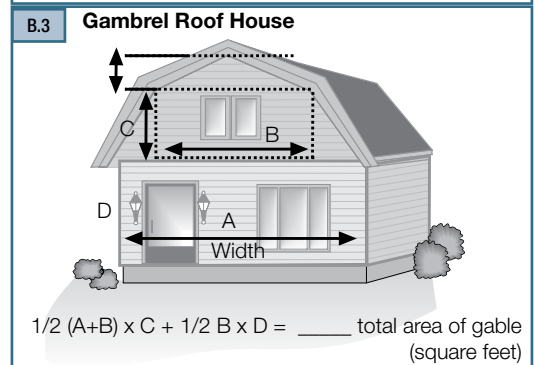
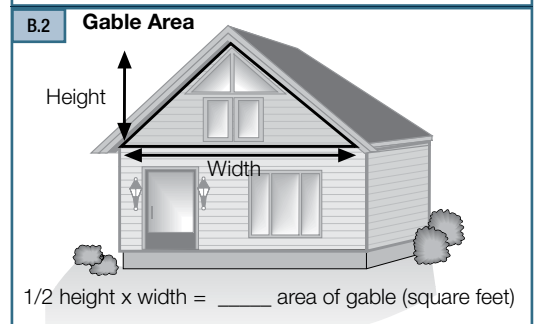
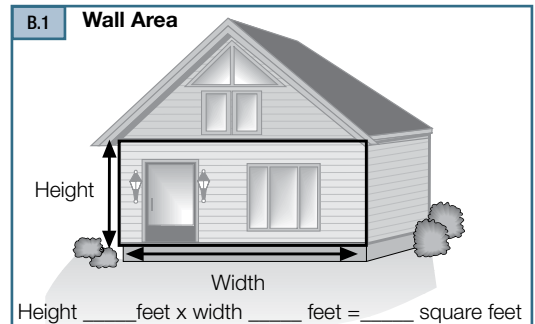
Trim

Number of HardieTrim® Boards:

Trim is applied to corners and around doors and windows. Trim is also used for fascia board, rake board, band board, frieze board and other details.


1. Determine which areas are to be trimmed.
2. Measure all openings to be trimmed including doors, windows, vent openings, corners (inside and outside), and other areas.
3. Measure for fascia, rakes, and frieze boards.
4. Add the lengths for corners, fascia, rakes, and frieze and add 5% for waste.
5. Add the lengths for window and door trim and add 10% for waste.
6. Add the total from lines 4 and 5 to determine the amount of trim needed.

Disclaimer: The estimation methods in this section are meant as a guide. James Hardie does not assume responsibility for over or under ordering of product.



HardiePlank® Lap Siding Coverage Chart* (number of planks)

Coverage Area (square feet)	Plank Width (in.)						
	Width (in.) 5.25 Exposure (in.) 4	6.25 5	7.25 6	8.25 7	9.25 8	12 10.75	
100	25	20	17	14	13	9	
200	50	40	33	29	25	19	
300	75	60	50	43	38	28	
400	100	80	67	57	50	37	
500	125	100	83	71	63	47	
600	150	120	100	86	75	56	
700	175	140	117	100	88	65	
800	200	160	133	114	100	74	
900	225	180	150	129	113	84	
1000	250	200	167	143	125	93	
1100	275	220	183	157	138	102	
1200	300	240	200	171	150	112	
1300	325	260	217	186	163	121	
1400	350	280	233	200	175	130	
1500	375	300	250	214	188	140	
1600	400	320	267	229	200	149	
1700	425	340	283	243	213	158	
1800	450	360	300	257	225	167	
1900	475	380	317	271	238	177	
2000	500	400	333	286	250	186	
2100	525	420	350	300	263	195	
2200	550	440	367	314	275	205	
2300	575	460	383	329	288	214	
2400	600	480	400	343	300	223	
2500	625	500	417	357	313	233	
2600	650	520	433	371	325	242	
2700	675	540	450	386	338	251	
2800	700	560	467	400	350	260	
2900	725	580	483	414	363	270	
3000	750	600	500	429	375	279	



Nail Coverage Chart** (number of nails)

Coverage Area (square feet)	Plank Width (in.)						
	Width (in.) 5.25 Exposure (in.) 4	6.25 5	7.25 6	8.25 7	9.25 8	12 10.75	
100	250	200	166	143	125	93	
500	1250	1000	830	715	625	465	
1000	2500	2000	1660	1430	1250	930	

Disclaimer


The estimation methods in this section are meant as a guide. James Hardie does not assume responsibility for over or under ordering of product.

* Coverage chart does not include waste. ** Number of nails given are for building framed 16" o.c.

Estimating (continued)

HardiePanel® Vertical Siding Coverage Chart* (number of panels)

Coverage Area (square feet)	Panel Size (ft.)		
	4'x8' (32SF)	4'x9' (36SF)	4'x10' (40SF)
100	4	3	3
200	7	6	5
300	10	9	8
400	13	12	10
500	16	14	13
600	19	15	15
700	22	20	18
800	25	23	20
900	29	25	23
1000	32	28	25
1100	35	31	28
1200	38	34	30
1300	41	37	33
1400	44	39	35
1500	47	42	38
1600	50	45	40
1700	54	48	43
1800	57	50	45
1900	60	53	48
2000	63	56	50
2100	66	59	53
2200	69	62	55
2300	72	64	58
2400	75	67	60
2500	79	70	63
2600	82	73	65
2700	85	75	68
2800	88	78	70
2900	91	81	73
3000	94	84	75



Disclaimer

The estimation methods in this section are meant as a guide. James Hardie does not assume responsibility for over or under ordering of product. Chart reflects footages rounded up to next full panel.

* Coverage chart does not include waste.

General Product Information

Working Safely

Tools for Cutting and Fastening

General Installation Requirements

General Fastener Requirements

Finishing and Maintenance

HardieWrap® Weather Barrier

HardieTrim® Boards/Battens

HardieSoft® Panels

HardiePlank® Lap Siding

HardieShingle® Siding

HardiePanel® Vertical Siding

Appendix/Glossary

ESR 1844 & 2290 Report

HardieShingle® Siding

HardieShingle Staggered Edge Notched Panel Coverage

Panels are available in 48" lengths. Pieces needed for one square (100 sq. ft.) of product coverage = approximately 50, (depending on ratio of length to height of wall) based on maximum exposure of 6".

HardieShingle Straight Edge Notched Panels Coverage

Panels are available in 48" lengths. Pieces needed for one square (100 sq. ft.) of product coverage = approximately 43, (depending on ratio of length to height of wall) based on maximum exposure of 7".

HardieShingle Half-round Notched Panel Coverage

Panels are available in 48" lengths. Pieces needed for one square (100 sq. ft.) of product coverage = approximately 43, based on a maximum exposure of 7".

HardieShingle Individual Shingle Coverage*

Shingles are available in 4.2", 5.5", 6.75", 7.25" and 10" widths, Bundles needed for one square (100 sq. ft.) of product coverage:

Shingle Width	# of Bundles (5" Exp.)	# of Bundles (7" Exp.)	Pieces per Bundle (5" Exp.)	Pieces per Bundle (7" Exp.)
4.2"	3	3	20	15
5.5"	6	6	20	15
6.75"	6	3	20	15
7.25"	6	6	20	15
10"	3	3	20	15



* Individual shingles are not available in all areas. Check you local dealer for availability.

HardieSoffit® Panels

- For 12" and 16" width soffits: Divide total lineal footage of soffit and/or eaves by 12.
- For 24" width soffits: Divide total lineal footage of soffit and/or eaves by 8.

Glossary of Building Terms

Back Roll - To roll over a freshly spray painted surface with a roller.

Back Sealing/Priming - Back sealing and back priming are used interchangeably in the field and refer to the act of applying a sealer or primer to the back of a cladding material to minimize the potential for water absorption through the backside of the product.

Band Board - A decorative piece of trim placed between two floors along the rim joist.

Bevel Cut - See weather cut

Blind Nailing - The action of placing a fastener through the top edge of lap siding that will be covered by the next course of siding.

Bump Out - A built out protrusion from a building.

Butt Joint - To place materials end-to-end or end-to-edge without overlapping. Also known as a field joint.

Caulk - A compound used to fill cracks, gaps, seams and joints.

Chase - A framed enclosed space around a flue pipe or a channel in a wall, or through a ceiling for something to lie in or pass through.

Course - A row of planks, one plank wide running the length of the house.

Dormer - A gabled extension built out from a sloping roof to accommodate a vertical window.

Drip Cap - A molding or metal flashing placed on the exterior topside of a door or window frame to cause water to drip beyond the outside of the frame.

Drip Edge - A metal or vinyl flashing placed on the top edge of the roof sheathing which directs water away from the structure to prevent seepage under or behind the exterior trim or fascia.

Eave - The lower part of the roof that projects over the exterior wall assembly.

Electro-Galvanized - Covered with zinc using a plating process.

Face - The side of the siding, trim, or soffit showing once the product has been installed.

Face Nailing - The action of placing a fastener through the overlap of a plank. The fastener will be visible.

Fascia Board - A trim board attached to the ends of the rafters.

Finished Grade - The level at which the ground surface meets the foundation of a building.

Flashing - A thin flat metal positioned under/behind roofing, windows, doors, corner posts, etc. to keep draining water from penetrating the house.

Frieze Board - A horizontal member connecting the top of the siding with the soffit

Furring/Furring Strip - Furring strips are long, thin strips of wood, metal or Fiber Cement used to make backing surfaces to support the finished surfaces.

Gable - The end of a wall that is created when a roof line is pitched and slopes in two directions.

Galvanized - Covered with zinc. Either hot-dipped or electro-plated.

Grade - The height of the ground on which something stands.

Horizontal - Parallel to the horizon; on a level.



Joint Flashing - An additional weather resistive barrier placed behind a butt joint.

Lap - To over lap a course of siding with another course of siding.

Level - A position of measurement truly and exactly horizontal, 90° from a plumb surface.

Light Block - Decorative trim item placed under light fixtures and other exterior fixtures.

Miter - To make a diagonal cut, beveled to a specific angle 45° and 22 1/2 ° are common.

Mud Sill - A building member resting and normally attached to the foundation of a building running around the perimeter of the building. Also known as sill plate.

OSB - Oriented Strand Board. A common type of structural panel sheathing.

PEL - Personal Permissible Exposure Limit. The maximum daily exposure level to respirable silica. OSHA's Personal Exposure Limit is 0.1 mg/m³.

Plumb - A position of measurement truly and exactly vertical, 90° from a level surface.

Plunge Cut - The act of driving a saw into the body of a material.

Rafter Tail - The end of a rafter extending past the wall assembly.

Rain Screen Wall - Consists of an exterior cladding, a cavity behind the cladding typically created through the use of furring strips for the purpose of drainage and venting to the outside; an inner wall plane incorporating a weather resistive barrier.

Rake Board - Decorative trim placed at an angle.

Rigid Sheathing - Plywood or OSB.

Rim Joist - The board that the rest of the joists are nailed to. It runs the entire perimeter of the house.

Rip Cut - Cut along the grain, usually lengthwise on a board.

Scroll Work - Decorative trim work.

Sheathing - Sheets of plywood, gypsum board, or other material nailed to the outside face of studs as a base for exterior siding.

Shim - A building material, usually wood, used to even a surface.

Silica - Mineral that is composed of silicon dioxide, SiO₂.

Speed Square - Triangle shaped measuring device used in a variety of framing and siding applications.

Stage - To deliver, stack, or store material in a specific location.

Starter Strip - An accessory used under the first course of siding to provide a consistent plank angle.

Sub-Fascia - Framing member attached to the rafter tails used to support the fascia or used to pad out the fascia.

T-Shed - A shed with a single vertical wall and a roof that hangs off that wall on either side. The cross section of the shed is shaped like a 'T'.

Vertical - Being or situated at right angles to the horizon; upright.

Weather Cut- 15° to 45° cut used to join two boards.

Weather-Resistive Barrier- A building paper that protects building materials from exterior water penetration.

Z-Flashing- A piece of flashing bent into the shape of a "z". Used over window trim, band boards, panel intersections, and other vertical surfaces.



Code References

Note: All building work must be in accordance with the applicable local building codes. The following is a list of the key code clauses. It is provided as a reference tool and not intended to be a substitute for proper design of approved construction. ASTM E1825 also provides guidance on the evaluation of materials, products and systems used in exterior wall construction.

Site and Foundations

2003, 2006, 2009, 2012 International Building Code
Chapter 18 Foundations and Retaining Walls
1803.3 (03,06) Site grading 1804.3 Site grading (09,12)

2003, 2006, 2009, 2012 International Residential Code for One- and Two- Family Dwellings
Chapter 4 Foundations
R401.3 Drainage

Ground Clearances

2003, 2006, 2009, 2012 International Building Code
Chapter 18 Foundations and Retaining Walls
1803.3 (03,06) Site grading
1804.3 (09,12) Site grading
Chapter 23 Wood
2304.11.2.2 Framing

2003, 2006, 2009, 2012 International Residential Code for One- and Two- Family Dwellings
Chapter 3 Building Planning
Chapter 4 Foundations
R404.1.6 Height above finished grade

Moisture Management

2003, 2006, 2009, 2012 International Building Code
Chapter 14 Exterior Walls
1404.1 General
1404.2 Weather-resistive barrier
1405.1 General
1405.2 Weather Protection
1405.3 Flashing (03,06)
1405.4 Flashing (09,12)
1405.17(03,06) Joints
1405.16 (09,12) Joints

2003, 2006, 2009, 2012 International Residential Code for One- and Two- Family Dwellings
Chapter 7 Wall Covering
R703.2 Weather-resistant sheathing paper
R703.8 Flashing
R703.10 Joints

Wall Construction

2003, 2006, 2009, 2012 International Building Code
Chapter 22 Steel
Chapter 23 Wood

2003, 2006, 2009, 2012 International Residential Code for One- and Two- Family Dwellings
Chapter 6 Wall Construction
R602.10 Wall bracing

Fastening

2003, 2006, 2009, 2012 International Building Code
Chapter 14 Exterior Walls
1405.15 (03,06) Fiber cement siding
1405.16(09,12) Fiber cement siding
1406.2.2 (03,06) Architectural trim
1406.2.2.2(09) Trim
1406.2(12) Combustible exterior wall coverage

2003, 2006, 2009, 2012 International Residential Code for One- and Two- Family Dwellings
Chapter 7 Wall Covering
R703.4 General

ESR Reports Online

Please use the links below to view the most current ESR reports and wind load tables. For your convenience, we have also added QR codes to access through smart phones.

To scan a QR code, simply download a QR code reader application in your app store. Launch the QR code reader app, once the download is complete, and scan the barcode with your phone.

HARDIEPLANK® LAP SIDING & HARDIESHINGLE® SIDING



http://www.icc-es.org/reports/pdf_files/ICC-ES/ESR-2290.pdf

HARDIEPANEL® VERTICAL SIDING



http://www.icc-es.org/reports/pdf_files/ICC-ES/ESR-1844.pdf

HARDIEBACKER® CEMENT BOARDS



http://www.icc-es.org/reports/pdf_files/ICC-ES/ESR-2280.pdf

HARDIEWRAP® WEATHER BARRIER



http://www.icc-es.org/reports/pdf_files/ICC-ES/ESR-2658.pdf

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 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.

VI. All certificates of insurance will provide 30 days notice to the county of cancellation or non-renewal.

VII. Contractor and subcontractor waives all rights of subrogation against the owner and will have the General Liability, Umbrella Liability Workers' Compensation policies endorsed setting forth this Waiver of Subrogation.

VII. All policies will also contain no exclusions with respect to Section 240 and 241 of the NYS Labor Law.

IX. The County shall be listed as an additional insured on a primary and non-contributory basis.

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.

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.

28. **Cooperative Purchasing (Piggybacking)**

Pursuant to General Municipal Law §103 and County Law §408-a, any political subdivision or fire company (as both are defined in Section 100 of the GML) or district authorized to make purchases of apparatus, materials, equipment or supplies, or to contract for services related to the installation, maintenance or repair of apparatus, materials, equipment and supplies may make said purchases under this existing contract (Piggybacking) provided, and on condition that this present contract was **LET TO THE LOWEST RESPONSIBLE BIDDER**. Therefore all terms and condition under this contract are extended to other political subdivisions and governmental entities.

Purchases under this contract by any other political sub-division other than Essex County shall be pursuant to the terms and conditions of Resolution No. 207 of 2013 dated July 1, 2013.

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

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

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 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 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

APPENDIX E



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
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. EXTRANEOUS 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 and (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.

GENERAL

72. 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.

73. 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

74. SOFTWARE LICENSE GRANT *Unless otherwise set forth in the Bid Specifications or Contract, where Product is acquired on a licensed based 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 after 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.

75. 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.

76. 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.

77. 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.

78. 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 Contractor 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.

79. 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.

80. 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.

81. 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.

82. 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.

83. 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.

84. 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.

85. 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.

86. 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.

87. 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

Peter M. Rivera, Commissioner

Essex County
Donna Thompson, Sr Purchasing Clerk
7551 Court St
Elizabethtown NY 12932

Schedule Year 2013 through 2014
Date Requested 01/16/2014
PRC# 2014000420

Location DPW
Project ID#
Project Type Install Siding on DPW Buildings

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 2013 through June 2014. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.state.ny.us. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

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 form the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12240; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.state.ny.us.

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

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

Payrolls and Payroll Records

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

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

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, 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 NYSOL 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

Peter M. Rivera, Commissioner

Essex County
Donna Thompson, Sr Purchasing Clerk
7551 Court St
Elizabethtown NY 12932

Schedule Year 2013 through 2014
Date Requested 01/16/2014
PRC# 2014000420

Location DPW
Project ID#
Project Type Install Siding on DPW Buildings

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

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.

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 .



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. 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 or made available upon request by contacting the Bureau of Public Work at 518-457-5589.

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



New York State Department of Labor
Bureau of Public Work

Attention Employees

THIS IS A: **PUBLIC WORK PROJECT**

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

Chapter 629 of the Labor Laws of 2007:

These wages are set by law and must be posted at the work site. They can also be found at:
www.labor.ny.gov

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

Albany	(518) 457-2744	Patchogue	(631) 687-4882
Binghamton	(607) 721-8005	Rochester	(585) 258-4505
Buffalo	(716) 847-7159	Syracuse	(315) 428-4056
Garden City	(516) 228-3915	Utica	(315) 793-2314
New York City	(212) 775-3568	White Plains	(914) 997-9507
Newburgh	(845) 568-5287		

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

2. OSHA Training Institute Education Centers:

Rochester Institute of Technology OSHA Education Center

Rochester, NY

Donna Winter

Fax (585) 475-6292

e-mail: dlwtpo@rit.edu

(866) 385-7470 Ext. 2919

www.rit.edu/~outreach/course.php3?CourseID=54

Atlantic OSHA Training Center

UMDNJ – School of Public Health

Piscataway, NJ

Janet Crooks

Fax (732) 235-9460

e-mail: crooksje@umdnj.edu

(732) 235-9455

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

Atlantic OSHA Training Center

University at Buffalo

Buffalo, New York

Joe Syracuse

Fax (716) 829-2806

e-mail: mailto:japs@buffalo.edu

(716) 829-2125

http://www.smbs.buffalo.edu/CENTERS/trc/schedule_OSHA.php

Keene State College

Manchester, NH

Leslie Singleton

e-mail: lsingletin@keene.edu

(800) 449-6742

www.keene.edu/courses/print/courses_osh.cfm

3. List of trainers and training schedules for OSHA outreach training at:

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, required to be paid prevailing rates, receive such training “prior to the performing any work on the project.”

The Bureau will enforce the statute as follows:

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

Proof of completion may include but is not limited to:

- Copies of bona fide course completion card (*Note: Completion cards do not have an expiration date.*)
- Training roster, attendance record of other documentation from the certified trainer pending the issuance of the card.
- Other valid proof

**A certification by the employer attesting that all employees have completed such a course is not sufficient proof that the course has been completed.

Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-485-5696.

WICKS Reform 2008

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

- Raises the threshold for public work projects subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work. The total project's threshold would increase from \$50,000 to: \$3 million in Bronx, Kings, New York, Queens and Richmond counties; \$1.5 million in Nassau, Suffolk and Westchester counties; and \$500,000 in all other counties.
- For projects below the monetary threshold, bidders must submit a sealed list naming each subcontractor for the plumbing, HVAC and electrical work and the amount to be paid to each. The list may not be changed unless the public owner finds a legitimate construction need, including a change in specifications or costs or use of a Project Labor Agreement (PLA), and must be open to public inspection.
- Allows the state and local agencies and authorities to waive the Wicks Law and use a PLA if it will provide the best work at the lowest possible price. If a PLA is used, all contractors shall participate in apprentice training programs in the trades of work it employs that have been approved by the Department of Labor (DOL) for not less than three years. They shall also have at least one graduate in the last three years and use affirmative efforts to retain minority apprentices. PLA's would be exempt from Wicks, but deemed to be public work subject to prevailing wage enforcement.
- The Commissioner of Labor shall have the power to enforce separate specification requirements on projects, and may issue stop-bid orders against public owners for non-compliance.
- Other new monetary thresholds, and similar sealed bidding for non-Wicks projects, would apply to certain public authorities including municipal housing authorities, NYC Construction Fund, Yonkers Educational Construction Fund, NYC Municipal Water Finance Authority, Buffalo Municipal Water Finance Authority, Westchester County Health Care Association, Nassau County Health Care Corp., Clifton-Fine Health Care Corp., Erie County Medical Center Corp., NYC Solid Waste Management Facilities, and the Dormitory Authority.
- Reduces from 15 to 7 days the period in which contractors must pay subcontractors.

IMPORTANT INFORMATION

Regarding Use of Form PW30R

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

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

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

AND

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

REMEMBER...

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

Do not write in any additional Classifications or Counties.

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

Instructions for Completing Form PW30R

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

Before completing Form PW30R check to be sure ...

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

Instructions (Type or Print legibly):

Contractor Information:

- Enter the Legal Name of the business, FEIN, Street Address, City, State, Zip Code; the Company’s Phone and Fax numbers; and the Company’s email address (if applicable)
- Enter the Name of a Contact Person for the Company along with their Phone and Fax numbers, and the personal email address (if applicable)

Project Information:

- Enter the Prevailing Rate Case number (PRC#) assigned to this project
- Enter the Project Name / Type (i.e. Smithtown CSD – Replacement of HS Roof)
- Enter the Exact Location of Project (i.e. Smithtown HS, 143 County Route #2, Smithtown, NY; Bldgs. 1 & 2)
- If you are a Subcontractor, enter the name of the Prime Contractor for which you work
- On the Checklist of Job Classifications -
 - 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***

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Carpenter-Building	276B-All	Allegany, Cattaraugus, Chautauqua		<input type="checkbox"/>
Carpenter-Building	276B-Cat	Cattaraugus, Erie		<input type="checkbox"/>
Carpenter - Building	276-B-DW-LIV	Livingston, Monroe, Ontario, Wayne	Wyoming	<input type="checkbox"/>
Carpenter-Building	276B-Gen	Genesee, Niagara, Orleans, Wyoming		<input type="checkbox"/>
Carpenter-Floor Layers	276B-FL-Liv	Livingston, Monroe, Ontario, Wayne	Wyoming	<input type="checkbox"/>
Carpenter-Heavy&Highway	276HH-All	Allegany, Cattaraugus, Chautauqua		<input type="checkbox"/>
Carpenter-Heavy&Highway	276HH-All	Erie		<input type="checkbox"/>
Carpenter-Heavy&Highway	276HH-All	Genesee, Niagara, Orleans, Wyoming		<input type="checkbox"/>
Carpenter-Heavy&Highway	276HH-Liv	Livingston, Monroe, Ontario, Wayne		<input type="checkbox"/>
Carpenter-Residential	276R-All	Allegany, Cattaraugus, Chautauqua		<input type="checkbox"/>
Carpenter - Building	277B-CAY	Cayuga, Seneca, Yates		<input type="checkbox"/>
Carpenter - Building	277B-CS	Allegany, Chemung, Cortland, Schuyler, Tompkins		<input type="checkbox"/>
Carpenter - Building	277 JLS	Jefferson, Lewis, St. Lawrence		<input type="checkbox"/>
Carpenter - Building	277 omh	Herkimer, Madison, Oneida		<input type="checkbox"/>
Carpenter - Building	277 On	Onondaga		<input type="checkbox"/>
Carpenter - Building	277 Os	Oswego		<input type="checkbox"/>
Carpenter - Building/Heavy&Highway	277CDO	Chenango, Delaware, Otsego		<input type="checkbox"/>
Carpenter - Heavy/Highway	277HH-BRO	Broome, Cortland, Schuyler, Tioga, Tompkins		<input type="checkbox"/>
Carpenter - Heavy/Highway	277-HH-CAY	Cayuga, Seneca, Yates		<input type="checkbox"/>
Carpenter - Heavy/Highway	277 oneida	Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence		<input type="checkbox"/>
Carpenter - Building	291B-Alb	Albany, Fulton, Greene, Montgomery, Rensselaer, Schenectady, Schoharie		<input type="checkbox"/>
Carpenter - Building	291B-Cli	Clinton, Essex, Franklin		<input type="checkbox"/>
Carpenter - Building	291B-Ham	Hamilton, Warren, Washington		<input type="checkbox"/>
Carpenter - Building	291B-Sar	Saratoga		<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***

Job Classification	Tag #	Entire Counties	Partical Counties	Check Box
Carpenter - Heavy&Highway	291HH-Sar	Saratoga		<input type="checkbox"/>
Carpenter - Heavy&Highway	291HH-Alb	Albany, Fulton, Greene, Montgomery, Rensselaer, Schenectady, Schoharie		<input type="checkbox"/>
Carpenter - Heavy&Highway	291HH-Alb	Clinton, Essex, Franklin, Hamilton, Warren, Washington		<input type="checkbox"/>
Carpenter - Building	276B-All	Chautauqua	Allegany, Cattaraugus	<input type="checkbox"/>
Carpenter - Heavy&Highway	276HH-All	Allegany, Chautauqua	Cattaraugus	<input type="checkbox"/>
Carpenter - Heavy&Highway	276HH-All	Erie	Cattaraugus	<input type="checkbox"/>
Electrician	25m	Nassau, Suffolk		<input type="checkbox"/>
Electrician-Teledata Cable Splicer	43	Cortland, Herkimer, Madison, Oneida, Onondaga, Oswego,	Cayuga, Chenango, Onondaga, Otsego, Tompkins, Wayne	<input type="checkbox"/>
Electrician	86	Livingston, Monroe	Genesee, Ontario, Orleans, Wayne, Wyoming	<input type="checkbox"/>
Electrician	840Teledata and 840 Z1	Cayuga	Onondaga, Ontario, Seneca, Wayne, Yates	<input type="checkbox"/>
Electrician	910	Clinton, Essex, Franklin, Jefferson, Lewis, St. Lawrence		<input type="checkbox"/>
Electrician Lineman	1049Line/Gas	Nassau, Queens, 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"/>
Electrical Lineman	1249a West	Westchester		<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***

Job Classification	Tag #	Entire Counties	Partical Counties	Check Box
Electrical Lineman	1249LT	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"/>
Electrical Lineman	1249REG8LT	Columbia, Dutchess, Orange, Putnam, Rockland, Ulster		<input type="checkbox"/>
Electrical Lineman	1249aWestLT	Westchester		<input type="checkbox"/>
Elevator Constructor	138	Columbia, Dutchess, Greene, Orange, Putnam, Sullivan, Ulster	Delaware, Rockland, 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, Essex, Fulton, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington		<input type="checkbox"/>
Elevator Constructor	62.1	Broome, Cayuga, Chenango, Cortland, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence, Tioga, Tompkins	Delaware, Franklin	<input type="checkbox"/>
Glazier	660r	Allegany, Cattaraugus, Chautaugua, Erie, Genesee, Niagara, Orleans, Wyoming		<input type="checkbox"/>
Glazier	660	Allegany, Cattaraugus, Chautaugua, Erie, Genesee, Niagara, Orleans, Wyoming		<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***

Job Classification	Tag #	Applicable Counties	Partial Counties	Check Box
Glazier	677.1	Jefferson, Lewis, Livingston, Monroe, Ontario, Seneca, St. Lawrence, Wayne, Yates		<input type="checkbox"/>
Glazier	677Z-2	Cayuga, Cortland, Herkimer, Madison, Oneida, Onondaga, Oswego		<input type="checkbox"/>
Glazier	677z3	Broome, Chemung, Chenango, Delaware, Otsego, Schuyler, Steuben, Tioga, Tompkins		<input type="checkbox"/>
Glazier	677r.2	Cayuga, Cortland, Herkimer, Madison, Oneida, Onondaga, Oswego		<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"/>
Laborer - Building	621b	Allegany, Cattaraugus, Chautauqua	Cattaraugus	<input type="checkbox"/>
Laborer - Residential	621r	Allegany, Cattaraugus, Chautauqua	Cattaraugus	<input type="checkbox"/>
Mason-Building	3B-Z1	Genesee, Livingston, Monroe, Ontario, Seneca, Wayne, Wyoming, Yates		<input type="checkbox"/>
Mason-Building	3B-Bing-Z2	Broome, Chenango, Delaware, Otsego, Tioga		<input type="checkbox"/>
Mason-Building	3B-Jam-Z2	Allegany, Cattaraugus, Chautauqua		<input type="checkbox"/>
Mason-Building	3-Co-Z2	Allegany, Chemung, Schuyler, Steuben		<input type="checkbox"/>
Mason-Building	3B-lth-Z2	Cortland, Tompkins		<input type="checkbox"/>
Mason-Building	3B-Z3	Cattaraugus, Erie, Niagara, Orleans		<input type="checkbox"/>
Mason-Building-Residential	3B-Z1R	Genesee, Livingston, Monroe, Ontario, Seneca, Wayne, Wyoming, Yates		<input type="checkbox"/>
Mason-Building-Residential	3B-Jam-Z2R	Allegany, Broome, Cattaraugus, Chemung, Chautauqua, Chenango, Cortland, Otsego, Delaware, Schuyler, Steuben, 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***

Job Classification	Tag #	Applicable Counties	Partial Counties	Check Box
Mason-Building-Residential	3B-Z3R	Cattaraugus, Erie, Niagara, Orleans		<input type="checkbox"/>
Mason-Heavy Highway	3h	Allegeny, Broome, Cattaraugus, Chemung, Chautauqua, Chenango, Cortland, Erie, Delaware, Genesee, Livingston, Monroe, Niagara, Ontario, Orleans, Otsego, Schuyler, Seneca, Steuben, Tioga, Tompkin, Wayne, Wyoming, Yates		<input type="checkbox"/>
Mason-Tile Finisher	3TF-Z1	Genesee, Livingston, Monroe, Ontario, Seneca, Wayne, Wyoming, Yates		<input type="checkbox"/>
Mason-Tile Finisher	3TF-Z2	Allegeny, Broome, Cattaraugus, Chemung, Chautauqua, Chenango, Cortland, Delaware, Otsego, Schuyler, Steuben, Tioga, Tompkins		<input type="checkbox"/>
Mason-Tile Finisher	3TF-Z3	Cattaraugus, Erie, Niagara, Orleans		<input type="checkbox"/>
Mason-Tile Finisher	3TF-Z1R	Genesee, Livingston, Monroe, Ontario, Seneca, Wayne, Wyoming, Yates		<input type="checkbox"/>
Mason-Tile Finisher	3TF-Z2R	Allegany, Broome, Cattaraugus, Chenango, Chautauqua, Cortland, Delaware, Otsego, Schuyler, Steuben, Tioga, Tompkins		<input type="checkbox"/>
Mason-Tile Finisher	3TF-Z3R	Cattaraugus, Erie, Niagara, Orleans		<input type="checkbox"/>
Mason-Tile Setter	3TS-Z1	Genesee, Livingston, Monroe, Ontario, Seneca, Wayne, Wyoming, Yates		<input type="checkbox"/>
Mason-Tile Setter	3TS-Z2	Allegany, Broome, Cattaraugus, Chemung, Chautauqua, Chenango, Cortland, Delaware, Otsego, Schuyler, Steuben, Tioga, Tompkins		<input type="checkbox"/>
Mason Tile Setter	3TS-Z3	Cattaraugus, Erie, Niagara, Orleans		<input type="checkbox"/>
Mason-Tile Setter Residential	3TS-Z1R	Genesee, Livingston, Monroe, Ontario, Seneca, Wayne, Wyoming, Yates		<input type="checkbox"/>
Mason-Tile Setter Residential	3TS-Z2R	Allegany, Broome, Cattaraugus, Chemung, Chautauqua, Chenango, Cortland, Delaware, Otsego, Schuyler, Steuben, Tioga, Tompkins		<input type="checkbox"/>
Mason-Tile Setter Residential	3TS-Z3R	Cattaraugus, Erie, Niagara, Orleans		<input type="checkbox"/>
Mason - Building/Heavy&Highway	780	Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk		<input type="checkbox"/>
Operating Engineer - Heavy/Highway	137H/H	Putnam, Westchester	Dutchess	<input type="checkbox"/>
Operating Engineer - Heavy& Highway	832H	Allegany, Chemung, Genesee, Livingston, Monroe, Ontario, Schuyler, Steuben, Wayne, Yates	Genesee	<input type="checkbox"/>
Painter	150	Livingston, Monroe, Ontario, Wayne, Yates	Livingston, Ontario	<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***

Job Classification	Tag #	Applicable Counties	Partial Counties	Check Box
Painter	178 B	Broome, Chenango, Tioga		<input type="checkbox"/>
Painter	178 E	Chemung, Schuyler, Steuben	Steuben	<input type="checkbox"/>
Painter	178 O	Delaware, Otsego		<input type="checkbox"/>
Painter	31	Cayuga, Herkimer, Lewis, Madison, Oneida, Onondaga, Ontario, Oswego, Seneca	Lewis, Ontario, Oswego	<input type="checkbox"/>
Painter	38.O	Oswego	Oswego	<input type="checkbox"/>
Painter	4-Buf,Nia,Olean	Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Livingston, Niagara, Orleans, Steuben, Wyoming	Cattaraugus, Chautauqua, Livingston, Steuben	<input type="checkbox"/>
Painter	4-Jamestown	Cattaraugus, Chautauqua	Cattaraugus, Chautauqua	<input type="checkbox"/>
Sheetmetal Worker	46	Livingston, Monroe, Ontario, Seneca, Wayne, Yates		<input type="checkbox"/>
Teamsters-Heavy&Highway	294h/h	Albany, Columbia, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington		<input type="checkbox"/>
Teamsters-Heavy&Highway	317bhh	Allegany, Cayuga, Cortland, Seneca, Steuben, Tompkins, Wayne, Yates		<input type="checkbox"/>
Teamsters-Heavy&Highway	693bhh	Broome, Chenango, Delaware, Otsego, Tioga		<input type="checkbox"/>
Teamsters-Building/Heavy&Highway	456	Putnam, Westchester		<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) 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	631-687-4882	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

Boilermaker **01/01/2014**

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	07/01/2013	01/01/2014
Boilermaker	\$ 31.10	\$ 31.24

SUPPLEMENTAL BENEFITS

Per hour worked		
Journeyman	\$ 22.87* + 1.19	\$ 23.88* + 1.19

* 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, 15, 25) on HOLIDAY PAGE

Note: When a holiday falls on Sunday, the day observed by the State or Nation shall be observed, and when Christmas Day and New Year's fall on Saturday, Friday will be observed as the holiday.

REGISTERED APPRENTICES

Wages per hour								
(1/2) year terms at the following percentage of Journeyman's wage.								
1st	2nd	3rd	4th	5th	6th	7th	8th	
65%	65%	70%	75%	80%	85%	90%	95%	

Supplemental Benefits per hour worked

All Apprentices get same benefits as Journeyman.

1-197

Carpenter - Building **01/01/2014**

JOB DESCRIPTION Carpenter - Building **DISTRICT 1**

ENTIRE COUNTIES

Clinton, Essex, Franklin

WAGES

Per hour:	07/01/2013	06/01/2014
		An Additional
Carpenter	\$ 24.24	\$ 1.44*
Floor Coverer	24.24	1.44*
Carpet Layer	24.24	1.44*
Dry-Wall	24.24	1.44*
Lather	24.24	1.44*
Piledriver	24.49	1.44*
Diver-Wet Day	61.25	1.44*
Diver -Dry Day	25.24	1.44*
Diver Tender	25.24	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 based upon deepest depth on the day of the dive:

- 0' to 80' no additional fee
- 81'to 100' additional \$.50 per foot
- 101'to 150' additional \$0.75 per foot
- 151'and deeper additional \$1.25 per foot
- Penetration pay for Divers based upon deepest penetration on the day of the dive:
 - 0' to 50' no additional fee
 - 51' to 100' additional \$.75 per foot
 - 101' and deeper additional \$1.00 per foot

(*)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 \$ 16.90

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	2nd	3rd	4th
50%	60%	70%	80%

Supplemental Benefits per hour worked:

Carpenter	
1st year term	\$ 9.31
2nd year term	9.31
3rd year term	11.91
4th year term	11.91

1-291B-ClI

Carpenter - Building / Heavy&Highway

01/01/2014

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:

07/01/2013	07/01/2014
	An Additional

Carpenter - ONLY for Artificial Turf/Synthetic Sport Surface Installer	\$ 27.96	\$ 0.73*
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Note - Does not include the operation of equipment. Please see Operating Engineers rates.

(*)To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour Paid:

07/01/2013

Journeyman \$ 18.14

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

Notes:

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

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

REGISTERED APPRENTICES

Wages per hour:

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

1st	2nd	3rd	4th
50%	60%	70%	80%

Supplemental Benefits per hour paid:

07/01/2013

Carpenter

1st year term	\$ 9.29
2nd year term	9.29
3rd year term	11.89
4th year term	11.89

1-42AtSS

Carpenter - Heavy&Highway

01/01/2014

JOB DESCRIPTION Carpenter - Heavy&Highway

DISTRICT 1

ENTIRE COUNTIES

Clinton, Essex, Franklin, Hamilton, Warren, Washington

WAGES

Per hour

07/01/2013

07/01/2014

An Additional

Carpenter	\$ 27.56	\$ 1.05*
Millwright	29.06	1.05*
Piledriver	27.56	1.05*
Diver-Wet Day	62.50	1.05*
Diver-Dry Day	28.56	1.05*
Diver-Tender	28.56	1.05*
Diver-Slurry and Effluent	93.75	1.05*

(*)To be allocated at a later date.

State or Federal designated hazardous site, requiring protective gear shall be an additional \$2.00 per hour.

Certified welders when required to perform welding work will receive an additional \$1.25 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.

Diver rates applies to all hours worked on dive day. Additional pay based upon the deepest depth or penetration on the day of the dive:

Depth Pay	0' to 80' no additional. 81' to 100' an additional \$0.50 per foot 101' to 150' an additional \$0.75 per foot 151' and deeper an additional \$1.25 per foot
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Penetration pay for divers	0' to 50' no additional. 51' to 100' an additional \$0.75 per foot 101' and deeper an additional \$1.00 per foot
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SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 18.22

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	\$ 9.29
2nd year terms	9.29
3rd year terms	11.89
4th year terms	11.89

1-291HH-Alb

Electrician

01/01/2014

JOB DESCRIPTION Electrician

DISTRICT 6

ENTIRE COUNTIES

Clinton, Essex, Franklin, Jefferson, Lewis, St. Lawrence

WAGES

Per hour: 07/01/2013

Electrician	\$ 32.00
Cable Splicer	33.50
Tunnel Worker, Welder	33.50

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 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 mechanical lifts over 65 feet.

**** IMPORTANT NOTICE - EFFECTIVE 07/01/2012 ****

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 paid:

\$ 16.93
*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

WAGES: 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%
Electrician	\$12.80	\$14.40	\$16.00	\$19.20	\$22.40	\$25.60
Cable Splicer, Tunnel	\$14.30	\$15.90	\$17.50	\$20.70	\$23.90	\$27.10

SUPPLEMENTAL BENEFITS per hour worked:

Appr 1st & 2nd term	\$7.92 * plus 3% of gross wage
Appr All other terms	\$16.93 * 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

01/01/2014

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	07/01/2013	01/01/2014	01/01/2015
Mechanic	\$ 40.36	\$ 40.90	\$ 41.51
Helper	70% of Mechanic Wage Rate		

**** IMPORTANT NOTICE - EFFECTIVE 04/01/2009 ****

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday.

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	07/01/2013	01/01/2014	01/01/2015
Journeyman/Helper	\$ 25.185*	\$ 26.785*	\$ 28.385*

(*)Plus 6% of gross wages if less than 5 years service

(*)Plus 8% of gross 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

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

Supplemental Benefits per hour worked

Same as Journeyman/Helper

1-35

Glazier

01/01/2014

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

07/01/2013

Glazier base wage \$ 24.80
+ additional \$1.50 per hour for all hours worked

*High Work Base Wage 28.50
+ additional \$3.50 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.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 15.78
Journeyman
High Work 20.58

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 \$3.50 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	\$ 14.01
5th-8th term	15.78
Apprentice High Work	
1st-4th term	\$ 16.03
5th-8th term	20.58

For apprentices indentured prior to and including 07/01/2009, the following supplemental benefit applies:

Apprentice	\$ 15.78
Apprentice High Work	20.58

1-201

Insulator - Heat & Frost **01/01/2014**

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	07/01/2013	05/01/2014 Additional	05/01/2015 Additional
Asbestos Worker*	\$ 30.60	\$ 1.50**	\$ 1.50**
Insulator*	30.60	1.50**	1.50**
Firestopping Worker*	26.01	1.50**	1.50**

(*)On Mechanical Systems only.

(**)To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman	\$ 19.49
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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	\$ 19.49
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1-40

Ironworker **01/01/2014**

JOB DESCRIPTION Ironworker

DISTRICT 1

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Fulton: Only the Townships of Broadalbin, Mayfield, Northampton, Bleecker and Johnstown.

Hamilton: Only the Townships of Hope, Benson and Wells.

Montgomery: Only the Townships of Florida, Amsterdam, Charleston, Glen, Mohawk and Root.

Otsego: Only the Towns of Unadilla, Butternuts, Morris, Otego, Oneonta, Laurens, Millford, Maryland and Worchester.

WAGES

Per hour	07/01/2013	05/01/2014 An Additional
Ornamental	\$ 28.50	\$1.55*
Reinforcing	28.50	1.55*
Rodman	28.50	1.55*
Structural & Precast	28.50	1.55*
Mover/Rigger	28.50	1.55*
Fence Erector	28.50	1.55*
Stone Derrickman	28.50	1.55*
Sheeter	28.75	1.55*

Curtain Wall Installer	28.50	1.55*
Metal Window Installer	28.50	1.55*

*To be allocated at a later date

SUPPLEMENTAL BENEFITS

Per hour worked

JOURNEYMAN \$ 24.06

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:

	07/01/2013
1st year	\$ 16.00
2nd year	18.00
3rd year	20.00
4th year	22.00

Supplemental Benefits per hour worked

1st year	\$ 9.50
2nd year	18.53
3rd year	19.82
4th year	21.11

1-12

Laborer - Building

01/01/2014

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

	07/01/2013	07/01/2014 Additional
Group # A	\$ 20.48	\$ 1.30*
Group # B	20.63	1.30*
Group # C	20.78	1.30*
Group # D	20.93	1.30*
Group # E	20.98	1.30*

Group # F 21.48 1.30*

(*)To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 17.32

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 \$ 17.32

1-186ew

Laborer - Heavy&Highway 01/01/2014

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, Guniting, Seeding, and Sand Blasting), Laborers Assisting on Chain Link Fence Installation, 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	07/01/2013	07/01/2014 Additional	07/01/2015 Additional
Group # A	\$ 23.59	\$ 1.30*	\$ 1.30*
Group # B	23.79	1.30*	1.30*
Group # C	23.99	1.30*	1.30*
Group # D	24.19	1.30*	1.30*
Group # E	25.56	1.30*	1.30*

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

Journeyman \$ 18.33

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 \$ 18.33

1-186/2h

Laborer - Tunnel

01/01/2014

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)

	07/01/2013	07/01/2014 Additional	07/01/2015 Additional
Tunnel Laborer:			
Group A	\$ 26.77	\$ 1.30**	\$ 1.30**
Group B	26.97	1.30**	1.30**
Group C*	28.77	1.30**	1.30**

(*)Work site required to be designated by State/Federal as hazardous waste site and relevant regulations require employees to use personal protection.

(**)To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 18.33

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 \$ 18.33

1-186T

Lineman Electrician

01/01/2014

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 (10) feet of High Voltage Transmission Lines

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

	07/01/2013	05/05/2014	05/04/2015
Lineman, Technician	\$44.12	\$45.51	\$46.90
Crane, Crawler Backhoe	44.12	45.51	46.90
Welder, Cable Splicer	44.12	45.51	46.90
Digging Machine Operator	39.71	40.96	42.21
Tractor Trailer Driver	37.50	38.68	39.87
Groundman, Truck Driver	35.30	36.41	37.52
Mechanic 1st Class	35.30	36.41	37.52
Flagman	26.47	27.31	28.14

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

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

	07/01/2013	05/05/2014	05/04/2015
Lineman, Technician	\$44.12	\$45.51	\$46.90
Crane, Crawler Backhoe	44.12	45.51	46.90
Cable Splicer-Pipe Type Cable	48.53	50.06	51.59
Cert. Welder-Pipe Type Cable	46.33	47.79	49.25
Digging Machine Operator	39.71	40.96	42.21
Tractor Trailer Driver	37.50	38.68	39.87
Mechanic 1st Class	35.30	36.41	37.52
Groundman, Truck Driver	35.30	36.41	37.52
Flagman	26.47	27.31	28.14

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

Below rates apply on switching structures, maintenance projects, railroad catenary install/maintenance third rail installation, bonding of rails and pipe type cable and installation of fiber optic cable. (14.02.01-B)

	07/01/2013	05/05/2014	05/04/2015
Lineman, Technician, Welder	\$45.40	\$46.80	\$48.20
Crane, Crawler Backhoe	45.40	46.80	48.20
Digging Machine Operator	40.86	42.12	43.38
Tractor Trailer Driver	38.59	39.78	40.97
Groundman, Truck Driver	36.32	37.44	38.56
Mechanic 1st Class	36.32	37.44	38.56
Flagman	27.24	28.08	28.92
Cert. Welder-Pipe Type Cable	47.67	49.14	50.61
Cable Splicer-Pipe Type Cable	49.94	51.48	53.02

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

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

Lineman, Technician, Welder	\$46.62	\$48.02	\$49.41
Crane, Crawler Backhoe	46.62	48.02	49.41
Cable Splicer	46.62	48.02	49.41
Digging Machine Operator	41.96	43.22	44.47
Tractor Trailer Driver	39.63	40.82	42.00
Groundman, Truck Driver	37.30	38.42	39.53
Mechanic 1st Class	37.30	38.42	39.53
Flagman	27.97	28.81	29.65

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

**** IMPORTANT NOTICE ****

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.
 *Effective 05/06/2013, Tuesday thru Friday may be worked with no make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' 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.

\$19.00	\$19.75	\$20.50
*plus 7.5% of hourly wage	*plus 7.5% of hourly wage	*plus 7.5% of hourly wage

*The 7.5% 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 MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

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

HOLIDAY

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

SUPPLEMENTS for holidays paid at straight time

REGISTERED APPRENTICES

WAGES: 1000 hour 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: Same as Journeyman

6-1249a

Lineman Electrician - Teledata

01/01/2014

JOB DESCRIPTION Lineman Electrician - Teledata

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

Per hour:

FOR OUTSIDE WORK.

	07/01/2013	01/01/2014
Cable Splicer	\$28.55	\$29.12
Installer, Repairman	27.10	27.64
Teledata Lineman	27.10	27.64
Technician, Equipment Operator	27.10	27.64
Groundman	14.37	14.66

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

SUPPLEMENTAL BENEFITS

Per hour worked:

	07/01/2013	01/01/2014
	\$ 4.43	\$ 4.43
	*plus 3% of wage paid	*plus 3% of wage paid

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

6-1249LT - Teledata

Lineman Electrician - Traffic Signal Lighting

01/01/2014

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:

	07/01/2013	05/05/2014	05/04/2015	05/02/2016 *Additional
Lineman, Technician	\$39.19	\$40.12	\$41.04	\$2.00
Crane, Crawler Backhoe	39.19	40.12	41.04	2.00
Certified Welder	41.15	42.13	43.09	2.00
Digging Machine	35.27	36.11	36.94	2.00
Tractor Trailer Driver	33.31	34.10	34.88	2.00
Groundman, Truck Driver	31.35	32.10	32.83	2.00
Mechanic 1st Class	31.35	32.10	32.83	2.00
Flagman	23.51	24.07	24.62	2.00

* To be allocated at a later date.

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.

**** IMPORTANT NOTICE ****

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.
 *Effective 05/06/2013, Tuesday thru Friday may be worked with no make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' 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:

All classifications	07/01/2013	05/05/2014	05/04/2015
	\$19.00	\$19.75	\$20.50
	*plus 7.5% of	*plus 7.5% of	*plus 7.5% of

hourly wage hourly wage hourly wage

*The 7.5% is based on the hourly wage paid, straight time rate or premium rate.
 Supplements paid at STRAIGHT TIME rate for holidays.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE. *Note* Double time for all emergency work designated by the Dept. of Jurisdiction

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

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

HOLIDAY

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

REGISTERED APPRENTICES

WAGES: 1000 hour 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: Same as Journeyman

6-1249a-LT

Lineman Electrician - Tree Trimmer

01/01/2014

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.

07/01/2013

Tree Trimmer	\$ 22.08
Equipment Operator	19.48
Mechanic	19.48
Truck Driver	16.46
Groundman	13.51
Flag person	9.62

SUPPLEMENTAL BENEFITS

Per hour worked including holidays listed below:

\$ 8.30
 *plus 3% of
 hourly wage

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 8, 15, 16, 25) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 15, 16, 25) on HOLIDAY PAGE

6-1249TT

Mason - Building **01/01/2014**

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	07/01/2013	05/01/2014 Additional
Bricklayer	\$ 27.75	\$ 1.00**
Cement Finisher	27.75	1.00**
Plasterer/Fireproofers*	27.75	1.00**
Pointer/Caulker/Cleaner	27.75	1.00**
Stone Mason	27.75	1.00**
Acid Brick	28.25	1.00**

(*)Fireproofers on Structural only.
 (**)To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman	\$ 17.38
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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	\$ 9.98
All others	17.38

1-2b.8

Mason - Building **01/01/2014**

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	07/01/2013	08/01/2013	06/01/2014 Additional
Tile/Marble/Terazzo			
Setter	\$ 29.78	\$ 29.76	\$ 1.35*
Finisher	23.57	23.55	1.07*

(*) To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman Setter	\$ 17.93	\$ 17.95
Journeyman Finisher	15.23	15.25

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

	07/01/2013	08/01/2013
Setter:		
1st term 0-500 hours	\$ 10.33	\$ 10.35
2nd term 501-1500 hours	10.33	10.35
3rd term 1501-2500 hours	14.13	14.15
4th term 2501-3500 hours	14.13	14.15
5th term 3501-4500 hours	16.03	16.05
6th term 4501-6000 hours	17.93	17.95
Finisher:		
1st term 0-500 hours	\$ 9.83	\$ 9.85
2nd term 501-1500 hours	9.83	9.85
3rd term 1501-2500 hours	12.53	12.55
4th term 2501-3700 hours	12.53	12.55

1-2TS.1

Mason - Heavy&Highway

01/01/2014

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	07/01/2013	08/01/2013	07/01/2014 Additional	07/01/2015 Additional	07/01/2016 Additional
Mason & Bricklayer	\$ 32.17	\$ 32.15	\$ 1.25*	\$ 1.35*	\$ 1.45*

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
 \$ 17.64 \$ 17.66

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

	07/01/2013	08/01/2013
0-500 Hours	\$ 10.29	\$ 10.29
All others	17.64	17.66

1-2hh.1

Millwright

01/01/2014

JOB DESCRIPTION Millwright

DISTRICT 1

ENTIRE COUNTIES

Clinton, Essex, Franklin, Hamilton, Warren, Washington

WAGES

Per hour: 07/01/2013 07/01/2014
 An Additional

Millwright \$ 25.71 \$1.19*

Note: 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.

(*)To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman Millwright \$ 17.69

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	\$ 7.79
2nd Year Term	14.72
3rd Year Term	15.71
4th Year Term	16.70

1-1163b

Operating Engineer - Building

01/01/2014

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	07/01/2013	07/01/2014
Class # A1	\$ 36.55	\$ 37.90
Class # A	36.11	37.46
Class # B	35.20	36.55
Class # C	32.63	33.98

Additional \$0.50 per hr for Tower Cranes.

Additional \$1.00 per hr for Cranes with Boom length & jib 150ft. and over.

Additional \$2.00 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.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman	\$ 23.12	\$ 23.87
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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: 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 worked

	07/01/2013	07/01/2014
All terms	\$ 18.55	\$ 19.30

1-158 Alb

Operating Engineer - Heavy&Highway

01/01/2014

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 1

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Dutchess: Defined as north of the northern boundary line of City of Poughkeepsie then due east to Route 115 to 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

CLASSIFICATION A:

Asphalt Curb Machine (Self Propelled, Slipform), Automated Concrete Spreader (CMI Type), Automatic Fine Grader, Backhoe (Except Tractor Mounted, Rubber Tired), Backhoe Excavator Full Swing (CAT 212 or similar type), Back Filling Machine, Belt Placer (CMI Type), Blacktop Plant (Automated), Boom truck, Cableway, Caisson Auger, Central Mix Concrete Plant (Automated), Concrete Curb Machine (Self Propelled, Slipform), Concrete Pump, Crane, Cherry Picker, Derricks (steel erection), Dragline, Overhead Crane (Gantry or Straddle type), Pile Driver, Truck Crane, Directional Drilling Machine, Dredge, Dual Drum Paver, Excavator (All PurposeHydraulically Operated) (Gradall or Similar), Front End Loader (4 cu. yd. and Over), Head Tower (Sauerman or Equal), Hoist (Two or Three Drum), Holland Loader, Maintenance Engineer, Mine Hoist, Mucking Machine or Mole, Pavement Breaker(SP) Wertgen; PB-4 and similar type, Power Grader, Profiler (over 105 H.P.), Quad 9, Quarry Master (or equivalent), Scraper, Shovel, Side Boom, Slip Form Paver (If a second man is needed, he shall be an Oiler), Tractor Drawn BeltType Loader, Truck or Trailer Mounted Log Chipper (Self Feeder), Tug Operator (Manned Rented Equipment Excluded), Tunnel Shovel

CLASSIFICATION B:

Asphalt Paver, Backhoe (Tractor Mounted, Rubber Tired), Bituminous Recycler Machine, Bituminous Spreader and Mixer, Blacktop Plant (NonAutomated), Blast or Rotary Drill (Truck or Tractor Mounted), Boring Machine, Cage Hoist, Central Mix Plant [(NonAutomated) 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, HiPressure Boiler (15 lbs. and over), Hoist (One Drum), Hydro-Axe, Kolman Plant Loader and Similar Type Loaders (If Employer requires another man to clean the screen or to maintain the equipment, he shall be an Oiler), L.C.M. Work Boat Operator, Locomotive, Mixer (for stabilized base selfpropelled), 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 subgrade), Sea Mule, Self-contained Ride-on Rock Drill(Excluding Air-Track Type Drill), Skidder, Tractor with Dozer and/or Pusher, Trencher, Tugger Hoist, Vac Truck, Vermeer saw (ride on, any size or type), Welder

CLASSIFICATION C:

A Frame Winch Hoist on Truck, Articulated Heavy Hauler, Aggregate Plant, Asphalt or Concrete Grooving Machine (ride on), Ballast Regulator(Ride-on), oiler (used in conjunction with production), Bituminous Heater (self-propelled), oat (powered), Cement and Bin Operator, Concrete Pavement Spreader and Finisher Concrete Paver or Mixer (16S and under), Concrete Saw (self-propelled), Conveyor, Deck Hand, Directional Drill Machine Locator, Drill (Core and Well), Farm Tractor with accessories, Fine Grade Machine, Fireman, Fork Lift, Form Tamper, Grout Pump, 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 Inserter (ride-on), Tie Spacer (ride-on), Tire Repair, Track Liner (ride-on), Tractor, Tractor (with towed accessories), Vibratory Compactor, Vibro Tamp, Well Point, and the following hands-off equipment: Compressors, Dust Collectors, Generators, Pumps, Welding Machines, Light Plants and Heaters

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

WAGES per hour

	07/01/2013	07/01/2014
Master Mechanic	\$ 37.67	\$ 39.02
Class A*	36.06	37.41
Class B	35.15	36.50
Class C	32.58	33.93

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 \$2.50 per hr. for hazardous waste removal work on State and/or Federally designated waste site which require employees to wear Level C or above forms of personal protection.

(*) Premiums for CRANES is based upon Class A rates with the following premiums:

- Additional \$4.00 per hr for Tower Cranes, including self erecting.
- Additional \$3.00 per hr for Lattice Boom Cranes and all other cranes with a manufacturers rating of fifty (50) tons and over.
- Additional \$2.00 per hr for all Hydraulic Cranes and Derricks with a manufacturer's rating of 49 ton and below, including boom trucks.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman	\$ 23.35	\$ 24.10
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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 worked

	07/01/2013	07/01/2014
All Terms	\$ 18.75	\$ 19.50

1-158H/H Alb

Operating Engineer - Marine Construction

01/01/2014

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 07/01/2013

CLASS A

Operator, Leverman, \$ 32.89

Lead Dredgeman

CLASS A1

Dozer, Front Loader

Operator

To conform to Operating Engineer
 Prevailing Wage in locality where work
 is being performed including benefits.

CLASS B

Spider/Spill Barge Operator, \$ 28.49

Tug Operator(over1000hp),

OperatorII, Fill Placer,

Derrick Operator, Engineer,

Chief Mate, Electrician,

Chief Welder,
Maintenance Engineer

Certified Welder, \$ 26.84
Boat Operator(licensed)

CLASS C \$ 26.14
Drag Barge Operator,
Steward, Mate,
Assistant Fill Placer,

Welder (please add)\$ 0.06

Boat Operator \$ 25.29

CLASS D \$ 21.09
Shoreman, Deckhand,
Rodman, Scowman, Cook,
Messman, Porter/Janitor

Oiler(please add)\$ 0.09

SUPPLEMENTAL BENEFITS

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes A & B 07/01/2013
\$ 8.45 plus 7%
of straight time
wage overtime hours
add \$ 0.63

All Class C \$ 8.10 plus 8%
of straight time
wage overtime hours
add \$ 0.48

All Class D \$ 7.85 plus 8%
of straight time
wage overtime hours
add \$ 0.33

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 15, 26) on HOLIDAY PAGE

4-25a-MarConst

Operating Engineer - Survey Crew

01/01/2014

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.

	07/01/2013	07/01/2014	07/01/2015
Party Chief	\$ 34.02	\$ 35.49	\$ 36.53
Instrument person	31.16	32.53	33.46
Rod person	22.75	23.83	24.46

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	\$ 22.25	\$ 22.75	\$ 23.75
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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: One year or 1000 hour terms at the following wage rates.

	07/01/2013	07/01/2014	07/01/2015
1st year	\$ 13.65	\$ 14.30	\$ 14.68
2nd year	15.93	16.68	17.12
3rd year	18.20	19.06	19.57

SUPPLEMENTAL BENEFITS per hour worked:

	\$ 22.25	\$ 22.75	\$ 23.75
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6-545 D.H.H.

Operating Engineer - Survey Crew - Consulting Engineer

01/01/2014

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 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.

	07/01/2013	07/01/2014	07/01/2015
Party Chief	\$34.02	\$35.49	\$36.53
Instrument person	31.16	32.53	33.46
Rod person	22.75	23.83	24.46

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:

\$22.25

\$22.75

\$23.75

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

6-545 DCE

Operating Engineer - Tunnel

01/01/2014

JOB DESCRIPTION Operating Engineer - Tunnel

DISTRICT 5

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Dutchess: Northern part of Dutchess to the northern boundary line of the City of Poughkeepie then due east to Route 115 to Bedelt Road then east along Bedelt Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Rte. 343 then along Rte. 343 east to the northern boundary of the Town of Dover Plains and east along the northern boundary of the Town of Dover Plains to Connecticut.

Genesee: Only that portion of the county that lies east of a linedrawn down the center of Route 98 and the entirety of the City of Batavia.

WAGES

Crane 1: All cranes, including self erecting to be paid \$4.00 per hour over the Class A rate.

Crane 2: All Lattice Boom Cranes and all other cranes with a manufacturer's rating of fifty (50) ton and over to be paid \$3.00 per hour over Class A rate.

Crane 3: All hydraulic cranes and derricks with a manufacturer's rating of forty nine (49) ton nad below, including boom trucks, to be paid \$2.00 per hour over Class A rate.

MASTER MECHANIC/CHIEF TUNNEL ENG.:

CLASS A: Automatic Concrete Spreader (CMI Type); Automatic Fine Grader; Backhoe (except tractor-mounted,rubber tired); Belt Placer (CMI Type); Blacktop Plant (Automated); Cableway; Caisson Auger; Central Mix Concrete Plant (Automated); Concrete Curb Machine (Self-propelled slipform) Concrete Pump (8" or over); Dredge; Dual Drum Paver; Any Mechanical Shaft Drill; Excavator (all purpose-hydraulic-Gradall or Similar); Fork Lift (factory rated 15 ft and over); Front End Loader (4 c.y & over); Gradall; Head Tower (Sauerman or Equal), Hoist Shaft; Hoist (two or three Drum); Mine Hoist; Maintenance Engineer (Shaft and Tunnel) ; Mine Hoist; Mucking Machine or Mole, Overhead Crane (Gantry or Straddle Type); Pile Driver; Power Grader; Remote Controlled Mole or Tunnel Mach.; Scraper; Shovel; Side Boom; Slip Form Paver (If a second man is needed, he shall be an Oiler); Tractor Drawn Belt Type Loader; Tripper/Maintenance Eng.(Shaft & Tunnel); Truck or Trailer Mounted Log Chipper (self-feeding); Tug Operator (Manned rented equip. excluded); Tunnel Shovel; Mining Machine(Mole and Similar Types).

CLASS B: Automated Central Mix Concrete Plant; Backhoe Trac-Mtd, Rubber Tired); Backhoe (topside); Bitum. Spred. & Mixer, Blacktop Plant non-automated); Blast or Rotary Drill (Truck or Tractor Mounted); Boring Machine; Cage Hoist; Central Mix Plant(NonAutomated) and All Concrete Batching Plants; Compressors (4 or less exceeding 2,000 c.f.m. combined capacity); Concrete Pump; Crusher; Diesel Power Unit; Drill Rigs (Tractor Mounted); Front End Loader (under 4 c.y.); Grayco Epoxy Machine; Hoist (One Drum); Hoist 2 or 3 Drum (Topside); Kolman Plant Loader & Similar Type Loaders (if Employer requires another person to clean the screen or to maintain the equipment, he shall be an Oiler); L.C.M. Work Boat Operator; Locomotive; Maint. Eng. (Topside); Grease Man; Welder; Mixer (for stabilized base-self propelled); Monorail Machine; Plant Eng.; Personnel Hoist; Pump Crete; Ready Mix Concrete Plant; Refrigeration Equipment (for soil stabilization); Road Widener; Roller (all above sub-grade); Sea Mule; Shotcrete Mach.; Shovel (Topside); Tractor with Dozer and/or Pusher; Trencher; Tugger Hoist; Tunnel Locomotive; Winch and Winch Cat.

CLASS C: A Frame Truck; Ballast Regulator (ride-on); Compressors (4 under 2,000 cfm combined capacity; or 3 or less with more than 1200 cfm. but not to exceed 2,000 cfm); Compressors (any size but subject to other provisions for compressors-Dust Collectors, Generators, Pumps, Welding Machines, Light Plants-4 of any type or combination); Concrete Pavement Spreaders and Finishers; Conveyor; Drill (core); Drill well; Elec Pump Used in Conjunction with Well Point System; Farm Tractor with Accessories; Fine Grade Machine; ForkLift (under 15 ft); Grout Pump (over (5) cu. ft.); Gunite Machine; Hammers (hydraulic- self propel.); Hydra-Spiker-Ride on; Hydra-Blaster; Hydra Blaster (water); Motorized Form Carrier; Post Hole Digger & Post Driver; Power Sweep; Roller grade & fill); Scarifer (Ride on); Span-Saw (Ride-on); Submersible Electric Pump (when used in lieu of well point system); Tamper (Ride-on); Tie-Extractor, Tie Handler, Tie Inserter, Tie Spacer and Track Liner (Ride-on); Tractor (with towed accessories); Vibratory Compactor; Vibro Tamp, Well Point.

CLASS D: Aggregate Plant; Cement & Bin Operator; Compressors(3 or less not to exceed 1,200 c.f.m. combined capacity); Compressors(any size, but subject to other provisions for compressors-Dust Collectors, Generators, Pumps, Welding Machines, Light Plants-3 or less-any type or combination); Concrete Saw (self propelled); Fireman; Form Tamper; Hydraulic Pump (jacking system); Light Plants; Mulching Machine; Oiler; Parapet Concrete or Pavement Grinder; Power Broome towed; Power Heaterman; Revinus Widener; Shell Winder; Steam Cleaner and Tractor; Greaseman; Junior Engineer.

Per hour:	07/01/2013	07/01/2014
Crane 1	\$ 42.48	\$ 43.68
Crane 2	41.48	42.68
Crane 3	40.48	41.68
Master Mechanic	40.61	41.81
CLASS A	38.48	39.68
CLASS B	37.26	38.46
CLASS C	34.47	35.67
CLASS D	31.46	32.66

On hazardous waste work bid, on a state or federally designated hazardous waste site, where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection, the Operating Engineer shall receive the hourly wage plus \$5.00 per hour. Fringe benefits will be paid at the contractual hourly wage.

SUPPLEMENTAL BENEFITS

Per hour paid:		
Journeyman	\$ 23.65	\$ 24.55

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

(1000) hours terms at the following percentages.

1st term	60% of Class D
2nd term	65% of Class C
3rd term	70% of Class B
4th term	75% of Class A

Supplemental Benefits per hour paid:

\$ 23.65	\$ 24.55
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5-832TL.

Painter

01/01/2014

JOB DESCRIPTION Painter

DISTRICT 1

ENTIRE COUNTIES

Essex, Hamilton, Warren, Washington

WAGES

Per hour	07/01/2013	05/01/2014 Additional	05/01/2015 Additional
Painter\Wallcover	\$ 26.69	\$ 1.35**	\$ 1.40**
Drywall Finishers	26.69	1.35**	1.40**
Spray Rate	26.69	1.35**	1.40**
Structural Steel*	27.69	1.35**	1.40**
Lead Abatement	27.69	1.35**	1.40**
Lead Abatement on			

Structural Steel	28.69	1.35**	1.40**
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(*)Employees working on objects with the use of swing stage, boatswain chair, pick and cables only will be paid at Structural Steel rate.
 (**) To be allocated at a later date.

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

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 10.77

OVERTIME PAY

See (B, E2, H) on OVERTIME PAGE

HOLIDAY

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

Note: If the holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES

Wages per hour

1 year terms at the following percentage of Journeyman's wage.

1st year	2nd year	3rd year	4th year
40%	50%	60%	80%

Supplemental Benefits per hour worked

All terms \$ 10.77

1-466-Z2

Painter - Bridge & Structural Steel

01/01/2014

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: 07/01/2013 10/1/2013

STEEL:

Bridge Painting \$52.13 \$53.13

Power Tool/Spray is an additional \$6.00 per hour above hourly rate, whether straight time or overtime

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

SUPPLEMENTAL BENEFITS

Per Hour Worked: 07/01/2013 10/1/2013

Journeyworker \$27.05* \$27.55*

Hourly Rate after 40 hours from May 1st to Nov. 15th \$6.75 only \$6.75 only

Hourly Rate after 50 hours from Nov. 16th to April 30th \$6.75 only \$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

HOLIDAY

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

REGISTERED APPRENTICES

(Wage per hour Worked):

Apprentices: (1) year terms		
	07/01/2013	10/01/2013
1st 90 days	\$20.85	\$21.25
1st year after 90 days	\$20.85	\$21.25
2nd year	\$31.28	\$31.88
3rd year	\$41.70	\$42.50

Supplemental Benefits per hour worked:		
	07/01/2013	10/01/2013
1st 90 days	\$ 8.45	\$ 8.65
1st year after 90 days	\$ 8.70	\$ 8.90
2nd year	\$19.15	\$19.45
3rd year	\$23.10	\$23.50

9-DC-9/806/155-BrSS

Painter - Line Striping **01/01/2014**

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):	07/01/2013
Striping-Machine Operator*	\$ 27.11
Linerman Thermoplastic	\$ 32.37

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

Four (4), ten (10) hour days may be worked at straight time during a week.

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 paid: 07/01/2013
 Journeyworker:

Striping-Machine operator	\$ 14.18
Linerman Thermoplastic	\$ 14.55

OVERTIME PAY

See (B, E, E2, 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

9-1456-LS

Painter - Metal Polisher **01/01/2014**

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, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

07/01/2013

Metal Polisher \$ 27.15
Metal Polisher** \$ 28.24
Metal Polisher*** \$ 30.65

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

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2013

Journeyworker:
All classification \$ 13.61

OVERTIME PAY

See (B, E, E2, P, T) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

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

1st	2nd	3rd
\$11.00	\$12.50	\$15.50

Supplementals benefits:

Per hour paid:	1st	2nd	3rd
	\$ 9.94	\$10.31	\$10.51

9-8A/28A-MP

Plumber

01/01/2014

JOB DESCRIPTION Plumber

DISTRICT 1

ENTIRE COUNTIES

Essex, Franklin

PARTIAL COUNTIES

Hamilton: The Townships of Long Lake and Indian Lake

WAGES

Per hour 07/01/2013

Plumber &
Steamfitter \$ 32.93

**To be allocated at a later date

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 15.45
+ 9.10*

* 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	\$ 13.88 + 4.55*
2nd yr	14.19 + 5.46*
3rd yr	14.51 + 6.37*
4th yr	14.82 + 7.28*
5th yr	15.14 + 8.19*

* This portion of the benefit is subject to the SAME PREMIUM as shown for overtime.

1-773-SF

Roofer

01/01/2014

JOB DESCRIPTION Roofer

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour

07/01/2013

Roofer/Waterproofer	\$ 27.45
Pitch & Asbestos	29.45

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman	\$ 14.52
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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	\$ 12.75
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1st yr 2nd half	12.94
2nd yr 1st half	13.17
2nd yr 2nd half	13.37
3rd yr 1st half	13.65
3rd yr 2nd half	13.85

1-241

Sheetmetal Worker

01/01/2014

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

	07/01/2013	06/01/2014 Additional	06/01/2015 Additional
Sheetmetal Worker	\$ 31.39	\$ 2.10*	\$ 2.15*

(*) To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman	\$ 23.58 +3% of wage
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OVERTIME PAY

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

* Time and one half 1st 8 hours on Saturday. Double the hourly rate all additional Saturday hours.

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	\$ 16.40
2nd term	17.77
3rd term	18.46
4th term	19.15
5th term	19.31
6th term	20.26
7th term	21.85
8th term	23.44
9th term	25.03
10th term	26.62

Supplemental Benefits per hour worked

1st term	\$ 14.77*
2nd term	15.18*
3rd term	15.39*
4th term	15.59*
5th term	19.70*
6th term	20.00*
7th term	20.51*
8th term	21.03*
9th term	21.54*
10th term	22.05*

(*) Plus additional 3% of wage

1-83

Sprinkler Fitter

01/01/2014

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 07/01/2013
 Sprinkler \$ 29.83
 Fitter

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 20.52

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 wage

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 15.08	\$ 15.08	\$ 16.26	\$ 17.77	\$ 19.28	\$ 20.79	\$ 22.29	\$ 23.80	\$ 25.31	\$ 26.82

Supplemental Benefits per hour worked
 07/01/2013

1st & 2nd Terms	\$ 8.60
3rd Term	14.87
4th Term	14.91
5th Term	20.21
6th Term	20.25
7th Term	20.30
8th Term	20.34
9th Term	20.39
10th Term	20.43

For Apprentices HIRED ON OR AFTER 04/01/2010:

One Half Year terms at the following wage

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 13.57	\$ 15.08	\$ 16.26	\$ 17.77	\$ 19.28	\$ 20.79	\$ 22.29	\$ 23.80	\$ 25.31	\$ 26.82

Supplemental Benefits per hour worked
 07/01/2013

1st Term	\$ 8.56
2nd Term	8.60
3rd Term	14.87
4th Term	14.91
5th Term	15.46
6th Term	15.50
7th Term	15.55
8th Term	15.59
9th Term	15.64
10th Term	15.68

Teamster - Building

01/01/2014

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

	07/01/2013	06/01/2014
Building:		Additional
Group #1	\$ 19.64	\$ 1.80
Group #2	19.64	1.80
Group #3	19.74	1.80
Group #4	19.90	1.80

SUPPLEMENTAL BENEFITS

Per hour worked:

	07/01/2013
All groups	\$ 20.81

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

01/01/2014

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:

	07/01/2013	06/01/2014
Heavy/Highway:		Additional
Group #1	\$ 22.40	\$ 1.70
Group #2	22.62	1.70

Additional \$1.50 per hr for hazardous waste removal work on a City, County, and/or Federal Designated waste site and regulations require employee to use or wear respiratory protection. For work bid on or after April 1, 1982 there shall be a 12 month carryover of the negotiated rate in effect at the time of the bid.

SUPPLEMENTAL BENEFITS

Per hour worked:

07/01/2013

All classes \$ 22.39

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

01/01/2014

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 07/01/2013

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.

- (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
- (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
- (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
- (B) Time and one half of the hourly rate after 8 hours per day
- (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.
- (E5) Double time after 8 hours on Saturdays
- (B2) Time and one half of the hourly rate after 40 hours per week
- (C) Double the hourly rate after 7 hours per day
- (C1) Double the hourly rate after 7 and one half hours per day
- (D) Double the hourly rate after 8 hours per day
- (D1) Double the hourly rate after 9 hours per day
- (E) Time and one half of the hourly rate on Saturday
- (E1) Time and one half 1st 4 hours on Saturday Double the hourly rate all additional Saturday hours
- (E2) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (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

- (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)

- | | |
|---|--|
| <input type="checkbox"/> 01 DOT | <input type="checkbox"/> 07 City |
| <input type="checkbox"/> 02 OGS | <input type="checkbox"/> 08 Local School District |
| <input type="checkbox"/> 03 Dormitory Authority | <input type="checkbox"/> 09 Special Local District, i.e.,
Fire, Sewer, Water District |
| <input type="checkbox"/> 04 State University
Construction Fund | <input type="checkbox"/> 10 Village |
| <input type="checkbox"/> 05 Mental Hygiene
Facilities Corp. | <input type="checkbox"/> 11 Town |
| <input type="checkbox"/> 06 OTHER N.Y. STATE UNIT | <input type="checkbox"/> 12 County |
| | <input type="checkbox"/> 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 :

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

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>

NYS DOL Bureau of Public Work Debarment List 01/13/2014

Article 8

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL		4618 FOSTER AVE LLC		C/O KAHAN & KAHAN 225 BROADWAY-SUITE 715NEW YORK NY 10007	02/05/2013	02/05/2018
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	NYC	****4486	ABBAY PAINTING CORP		21107 28TH AVENUE BAYSIDE NY 11360	07/02/2012	07/02/2017
DOL	DOL	****9095	ABDO TILE CO		6179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057	06/25/2010	07/02/2017
DOL	DOL	****9095	ABDO TILE COMPANY		6179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057	06/25/2010	07/02/2017
DOL	DOL	****8488	ABELCRAFT OF NEW YORK CORP		640 ASHFORD AVENUE ARDSLEY NY 10502	08/27/2013	08/27/2018
DOL	DOL	****1219	ABSOLUTE GENERAL CONTRACTING INC		1229 AVENUE U BROOKLYN NY 11229	01/28/2013	01/28/2018
DOL	DOL	****4539	ACCOMPLISHED WALL SYSTEMS INC		112 OSCAWANA HEIGHTS ROAD PUTNAM VALLEY NY 10542	08/27/2013	08/27/2018
DOL	DOL		ADAM A CEMERYS		2718 CURRY ROAD SCHENECTADY NY 12303	07/08/2010	07/08/2015
DOL	DOL	****7584	ADAM'S FLOOR COVERING LLC		2718 CURRY ROAD SCHENECTADY NY 12303	07/08/2010	02/15/2017
DOL	DOL		ADESUWA UWUIGBE		P O BOX 21-1022 BROOKLYN NY 11221	05/16/2012	05/16/2017
DOL	DOL		AFFORDABLE PAINTING PLUS		367 GREEVES ROAD NEW HAMPTON NY 10958	10/01/2010	10/01/2015
DOL	DOL	****2538	AGG MASONRY INC		160 72ND ST - SUITE 721 BROOKLYN NY 11209	03/19/2013	03/19/2018
DOL	DOL		ALBERT CASEY		43-28 54TH STREET WOODSIDE NY 11377	07/01/2011	07/01/2016
DOL	DOL		ALEJANDRO MATOS		C/O SEVEN STAR ELECTRICAL 23-24 STEINWAY STREETASTORIA NY 11105	06/27/2011	06/27/2016
DOL	DOL		ALISHER KARIMOV		C/O AGG MASONRY INC 7105 3RD AVENUEBROOKLYN NY 11209	03/19/2013	03/19/2018
DOL	DOL	****8740	ALLSTATE ENVIRONMENTAL CORP		C/O JOSE MONTAS 27 BUTLER PLACEYONKERS NY 10710	03/18/2011	03/15/2017
DOL	DOL	****8534	ALPHA INTERIORS INC		513 ACORN STREET/ SUITE C DEER PARK NY 11729	05/27/2010	05/27/2015
DOL	DOL	****4274	AMERICAN STEEL MECHANICAL INC		693 PAINTER STREET MEDIA PA 19063	02/20/2013	02/20/2018
DOL	NYC		ANDERSON LOPEZ		670 SOUTHERN BLVD BRONX NY 10455	06/14/2011	06/14/2016
DOL	DOL		ANDREW DIPAUL		C/O CONSOLIDATED INDUSTRI 2051 ROUTE 44/55MODENA NY 12548	12/11/2012	12/11/2017
DOL	NYC		ANDRZEJ WROBEL		24 CONGRESS LANE SOUTH RIVER NJ 08882	05/01/2013	05/01/2018
DOL	AG		ANTHONY BRANCA		700 SUMMER STREET STAMFORD CT	11/24/2009	11/24/2014
DOL	DA		ANTHONY CARDINALE		58-48 59TH STREET MASPETH NY 11378	05/16/2012	05/16/2017
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	****3020	APCO CONTRACTING CORP		24 SOUTH MARYLAND AVENUE PORT WASHINGTON NY 11050	09/24/2012	09/24/2017
DOL	DOL	****8688	ARC MECHANICAL CORP		215 MCCORMICK DRIVE BOHEMIA NY 11716	05/20/2009	05/20/2014
DOL	NYC		ARIE BAR		5902 AVENUE N BROOKLYN NY 11234	03/20/2009	03/20/2014

NYS DOL Bureau of Public Work Debarment List 01/13/2014

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DOL	DOL	****9336	ARTIERI SPECIALTIES LLC	SWITZER SALES	107 STEVENS STREET LOCKPORT NY 14094	11/04/2009	11/04/2014
DOL	DOL	****3953	ASCPAPE LANDSCAPE & CONSTRUCTION CORP		634 ROUTE 303 BLAUVELT NY 10913	07/26/2012	11/19/2018
DOL	DOL	****2534	B & B CONCRETE CONTRACTORS INC		55 OLD TURNPIKE ROAD SUITE 612NANUET NY 10954	02/04/2011	02/04/2016
DOL	NYC		BASIL ROMEO		243-03 137TH AVENUE ROSEDALE NY 11422	03/25/2010	03/25/2015
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	****6999	BEST ROOFING OF NEW JERSEY LLC		30 MIDLAND AVENUE WALLINGTON NJ 07057	11/05/2010	11/05/2015
DOL	DOL		BEVERLY F WILLIAMS		1238 PRESIDENT STREET BROOKLYN NY 11225	11/18/2013	11/18/2018
DOL	DOL		BIAGIO CANTISANI		200 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017
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	****9643	BROOKS BROTHERS PAINTING		200 BUELL ROAD, SUITE C10 ROCHESTER NY 14624	09/24/2013	09/24/2018
DOL	DOL	****4311	C & F SHEET METAL CORP		201 RICHARDS STREET BROOKLYN NY 11231	02/25/2009	02/24/2014
DOL	DOL		CANTISANI & ASSOCIATES LTD		442 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	DOL		CANTISANI HOLDING LLC		220 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL	****1143	CARMODY BUILDING CORP		442 ARMONK ROAD MOUNT KISCO NY 10549	05/04/2012	05/04/2017
DOL	DOL	****3368	CARMODY CONCRETE CORP		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL		CARMODY CONTRACTING CORP		220 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL	****6215	CARMODY CONTRACTING INC		220 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL		CARMODY ENTERPRISES LTD		220 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	DOL	****3812	CARMODY INC		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL	****3812	CARMODY INDUSTRIES INC		442 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL		CARMODY MAINTENANCE CORP		105 KISCO AVENUE MOUNT KISCO NY 10549	05/04/2012	05/04/2017
DOL	DOL	****0324	CARMODY MASONRY CORP		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL	****3812	CARMODY"2" INC		220 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	DOL	****9721	CATENARY CONSTRUCTION CORP		112 HUDSON AVENUE ROCHESTER NY 14605	02/14/2006	10/20/2014
DOL	DOL	****1683	CATONE CONSTRUCTION COMPANY INC		294 ALPINE ROAD ROCHESTER NY 14423	03/09/2012	03/09/2017
DOL	DOL		CATONE ENTERPRISES INC		225 DAKOTA STREET ROCHESTER NY 14423	03/09/2012	03/09/2017
DOL	DOL	****8530	CAZ CONTRACTING CORP		37-11 35TH AVENUE LONG ISLAND CITY NY 11101	08/26/2013	08/26/2018
DOL	DOL	****7924	CBI CONTRACTING INCORPORATED		2081 JACKSON AVENUE COPIAGUE NY 11726	06/03/2010	06/03/2015
DOL	DOL	****5556	CERTIFIED INSTALLERS INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
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		CHAUCEY BROOKS	BROOKS BROTHERS PAINTING	200 BUELL ROAD, SUITE C10 ROCHESTER NY 14624	09/24/2013	09/24/2018
DOL	DOL	****1416	CHEROMINO CONTROL GROUP LLC		61 WILLET ST - SUITE 14 PASSAIC NJ 07055	12/03/2009	02/23/2017
DOL	DOL		CHRIS SAVOURY		44 THIELLS-MT IVY ROAD POMONA NY 10970	10/14/2011	10/14/2016

NYS DOL Bureau of Public Work Debarment List 01/13/2014

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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	NYC	****1768	COFIRE PAVING CORPORATION		120-30 28TH AVENUE FLUSHING NY 11354	01/14/2011	01/14/2016
DOL	NYC	****3182	COLORTECH INC		5990 58TH AVENUE MASPETH NY 11378	11/18/2013	11/18/2018
DOL	DOL	****8342	CONKLIN PORTFOLIO LLC		60 COLONIAL ROAD STILLWATER NY 12170	02/15/2011	02/15/2016
DOL	DOL	****4175	CONSOLIDATED INDUSTRIAL SERVICES INC		2051 ROUTE 44/55 MODENA NY 12548	12/11/2012	01/28/2018
DOL	DOL		CONSTANTINOS ZERVAS		37-11 35TH AVENUE LONG ISLAND CITY NY 11101	08/26/2013	08/26/2018
DOL	DOL	****5740	CORTLAND GLASS COMPANY INC		336 TOMPKINS STREET CORTLAND NY 13045	10/21/2010	07/15/2016
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	****0810	D & G PAINTING & DECORATING INC		53 LITTLE COLLABAR ROAD MONTGOMERY NY 12549	04/19/2012	04/19/2017
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		DARREN MAYDWELL		115 LEWIS STREET YONKERS NY 10703	05/12/2009	05/12/2014
DOL	DOL		DEAN ROBBINS III		212 OXFORD WAY SCHENECTADY NY 12309	12/11/2012	09/16/2018
DOL	DOL	****2311	DELCON CONSTRUCTION CORP		220 WHITE PLAINS ROAD TARRYTOWN NY 10591	08/27/2009	08/27/2014
DOL	DOL	****1446	DELTA CONTRACTING PAINTING AND DECORATING INC		437 SUNRISE HIGHWAY WEST BABYLON NY 11707	08/12/2013	08/12/2018
DOL	DOL	****3538	DELTA CONTRACTING PAINTING AND DESIGN INC		75 MCCULLOCH DRIVE DIX HILLS NY 11746	10/19/2010	08/12/2018
DOL	DOL		DEMETRIOS KOUTSOURAS		530 BEECH STREET NEW HYDE PARK NY 11040	07/02/2012	07/02/2017
DOL	DOL	****9868	DESANTIS ENTERPRISES		161 OSWEGO RIVER ROAD PHOENIX NY 13135	09/24/2013	11/18/2018
DOL	NYC	****8234	DEWATERS PLUMBING AND HEATING LLC		30 COLUMBUS CIRCLE EASTCHESTER NY 10709	08/21/2012	08/21/2017
DOL	DOL		DIANE DEAVER		731 WARWICK TURNPIKE HEWITT NJ 07421	06/25/2012	12/11/2017
DOL	DOL		DONALD NOWAK		10 GABY LANE CHEEKTOWAGA NY 14227	10/15/2009	10/15/2014
DOL	DOL		DORIS SKODA		C/O APCO CONTRACTING CORP 24 SOUTH MARYLAND AVENUE PORT WASHINGTON NY 11050	09/24/2012	09/24/2017
DOL	DOL		DRAGOLJUB RADOJEVIC	61 WILLET ST - SUITE 14	PASSAIC NJ 07055	12/03/2009	07/09/2015
DOL	DOL	****5840	DYNA CONTRACTING INC		363 88TH STREET BROOKLYN NY 11209	11/18/2013	11/18/2018
DOL	NYC	****6176	E N E L ELECTRICAL CORP		1107 MCDONALD AVENUE BROOKLYN NY 11230	07/30/2010	07/30/2015
DOL	DOL		EARL GALBREATH		640 ASHFORD AVENUE ARDSLEY NY 10502	08/27/2013	08/27/2018
DOL	DOL	****1496	EAST COAST DRYWALL INC		1238 PRESIDENT STREET BROOKLYN NY 11225	11/18/2013	11/18/2018
DOL	DOL	****8011	EOCA CLEANING CONTRACTORS INC		P O BOX 21-1022 BROOKLYN NY 11221	05/16/2012	05/16/2017
DOL	NYC	****8074	ECONOMY IRON WORKS INC		670 SOUTHERN BLVD BRONX NY 10455	06/14/2011	06/14/2016

NYS DOL Bureau of Public Work Debarment List 01/13/2014

Article 8

DOL	DOL		EDWARD L GAUTHIER		C/O IMPERIAL MASONRY REST 141 ARGONNE DRIVEKENMORE NY 14217	10/03/2012	10/03/2017
DOL	NYC	****6260	EL TREBOL SPECIAL CLEANING INC		95-26 76TH STREET OZONE PARK NY 11416	10/12/2011	10/12/2016
DOL	DOL		ELLEN DESANTIS	DESANTIS ENTERPRISES	161 OSWEGO RIVER ROAD PHOENIX NY 13135	09/24/2013	11/18/2018
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		ERIKA BARNETT		253 BEACH BREEZE LANE UNIT BARVERE NY 11692	02/05/2013	02/05/2018
DOL	DOL		ESTEVEZ & FRAGA CONSTRUCTION CO INC		986 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		ESTEVEZ & FRAGA INC		986 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		EVELIO ELLEDIAS		114 PEARL STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
DOL	DOL		FANTASTIC PAINTING		493 LANSING ROAD FULTONVILLE NY 12072	11/18/2013	11/18/2018
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
DOL	DOL	****1311	FLOZ-ON PAINTING & DECORATING INC		12 DUNDERBERG ROAD TOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL	****8961	FLOZ-ON PAINTING INC		12 DUNDERBERG ROAD TOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL		FMS		4 LEGHORN COURT NEW YORK NY 11746	11/28/2012	11/28/2017
DOL	DOL	****8067	FORTH SPORT FLOORS INC		P O BOX 74 EAST GREENBUSH NY 12061	02/28/2012	10/01/2017
DOL	NYC		FRANK ACOCELLA		68 GAYLORD ROAD SCARSDALE NY 10583	02/10/2011	02/10/2016
DOL	DOL		FRANK J MERCANDO		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	12/11/2014
DOL	DOL		FRANK MICELI JR	C/O FRANK MICELI JR CONTRACTIN G INC	19 CLIFF STREET NEW ROCHELLE NY 10801	10/16/2013	10/16/2018
DOL	DOL	****1321	FRANK MICELI JR CONTRACTING INC		19 CLIFF STREET NEW ROCHELLE NY 10801	10/16/2013	10/16/2018
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	07/02/2017
DOL	DOL	****9202	G & M PAINTING ENTERPRISES INC		13915 VILLAGE LANE RIVERVIEW MI 48192	02/05/2010	02/05/2015
DOL	DOL		GARY MCDOWELL	GM CONSTRUCTI ON & LAWN CARE SERVICE	76 PLEASANT STREET WELLSVILLE NY 14895	06/11/2013	06/11/2018
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	DOL	****1075	GLOBAL TANK CONSTRUCTION LLC		P O BOX 1238 SALINA OK 74365	11/28/2012	11/28/2017
DOL	DOL	****0878	GM CONSTRUCTION & LAWN CARE SERVICE		76 PLEASANT STREET WELLSVILLE NY 14895	06/11/2013	06/11/2018

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DOL	DOL	****0090	GOLDS FLOORING INSTALLATIONS INC	25 HAMILTON ROAD MONTICELLO NY 12701	10/16/2013	10/16/2018
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		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	****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	****9456	GUILLO CONTRACTING CORP	P O BOX 229 CALVERTON NY 11933	07/08/2013	07/08/2018
DOL	DOL		GUS PAPASTEFANOU	C/O D & G PAINTING & DECO 53 LITTLE COLLABAR ROADMONTGOMERY NY 12549	04/19/2012	04/19/2017
DOL	DOL		H.H. RAUH CONSTRUCTION, LLC	2930 RT. 394 ASHVILLE NY 14710	01/14/2011	01/14/2016
DOL	DOL	****2499	H.H. RAUH CONTRACTING CO., LLC	2930 RT. 394 ASHVILLE NY 14710	01/14/2011	01/14/2016
DOL	DOL		H.H. RAUH PAVING, INC.	7 WEST 1ST ST. LAKEWOOD NY 14750	01/14/2011	01/14/2016
DOL	DOL		HALSSAM FOSTOK	5 HANSEN PLACE WAYNE NJ 07470	09/18/2013	09/18/2018
DOL	AG	****9918	HARA ELECTRIC CORP	2461 47TH STREET ASTORIA NY 11103	09/26/2013	09/26/2018
DOL	DOL	****5405	HARD LINE CONTRACTING INC	89 EDISON AVENUE MOUNT VERNON NY 10550	10/28/2011	10/28/2016
DOL	DOL		HI-TECH CONTRACTING CORP	114 PEARL STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
DOL	DOL	****4331	HIDDEN VALLEY 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
DOL	DOL	****6429	IDM ENTERPRISES INC	60 OUTWATER LANE GARFIELD NJ 07026	05/09/2009	05/09/2014
DOL	DOL	****8426	IMPERIAL MASONRY RESTORATION INC	141 ARGONNE DRIVE KENMORE NY 14217	10/03/2012	10/03/2017
DOL	DOL	****7561	INDUS GENERAL CONSTRUCTION	33-04 91ST STREET JACKSON HEIGHTS NY 11372	04/28/2010	04/28/2015
DOL	DA	****1958	IRON HORSE ONE INC	10 ROSWELL AVENUE OCEANSIDE NY 11572	09/30/2010	09/30/2015
DOL	DOL		ISABEL FRAGA	C/O THREE FRIENDS CONSTR 986 MADISON AVENUEPATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		IVAN D MARKOVSKI	60 OUTWATER LANE GARFIELD NJ 07026	05/09/2009	05/09/2014
DOL	DOL		J & N LEASING AND BUILDING MATERIALS	154 EAST BOSTON POST ROAD MAMARONECK NY 10543	08/11/2009	08/11/2014
DOL	DOL	****7598	J M RICH LLC	P O BOX 268 STILLWATER NY 12170	09/16/2013	10/16/2018
DOL	DOL	****1584	J M TRI STATE TRUCKING INC	140 ARMSTRONG AVENUE SYRACUSE NY 13209	10/21/2009	10/21/2014
DOL	DOL		J N RICH LLC	P O BOX 268 STILLWATER NY 12170	09/16/2013	10/16/2018
DOL	DOL	****9368	J TECH CONSTRUCTION	PO BOX 64782 ROCHESTER NY 14624	09/24/2012	09/24/2017
DOL	DOL		J THE HANDYMAN		09/24/2012	09/24/2017
DOL	DOL		JACQUELINE HOWE	C/O FLOZ-ON PAINTING INC 12 DUNDERBERG ROADTOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL	****8627	JAG I LLC	635 LUZERNE ROAD QUEENSBURY NY 12804	09/16/2013	09/16/2018
DOL	DOL	****2868	JAG INDUSTRIES INC	175 BROAD ST - SUITE 320 GLENS FALLS NY 12801	09/16/2013	09/16/2018
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

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DOL	DOL		JASON M RICH		P O BOX 268 STILLWATER NY 12170	09/16/2013	10/16/2018
DOL	DOL		JAY PRESUTTI		C/O CONSOLIDATED INDUSTRI 2051 ROUTE 44/55MODENA NY 12548	01/28/2013	01/28/2018
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		JERALD HOWE		C/O FLOZ-ON PAINTING INC 12 DUNDERBERG ROADTOMKINS NY 10986	10/16/2013	10/16/2018
DOL	NYC		JERRY DEWATERS		30 COLUMBUS CIRCLE EASTCHESTER NY 10709	08/21/2012	08/21/2017
DOL	DOL		JOHN BUONADONNA		283 NORTH MIDDLETOWN ROAD PEARL RIVER NY 10965	09/28/2009	09/28/2014
DOL	DOL		JOHN CATONE		C/O CATONE CONSTRUCTION 294 ALPINE ROADROCHESTER NY 14612	03/09/2012	03/09/2017
DOL	DOL		JOHN DESCUL		437 SUNRISE HIGHWAYA WEST BABYLON NY 11704	08/12/2013	08/12/2018
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 H LEE	JOHN LEE QUALITY PAVING	67 WILER ROAD HILTON NY 14468	01/28/2013	01/28/2018
DOL	DOL		JOHN JIULIANNI		222 GAINSBORG AVENUE E WEST HARRISON NY 10604	05/10/2010	05/10/2015
DOL	DOL	*****1749	JOHN LEE QUALITY PAVING		67 WILER ROAD HILTON NY 14468	01/28/2013	01/28/2018
DOL	DOL	*****2701	JOHN SMYKLA	AFFORDABLE PAINTING PLUS	367 GREEVES ROAD NEW HAMPTON NY 10958	10/01/2010	10/01/2015
DOL	DOL	*****9368	JORGE I DELEON	J TECH CONSTRUCTI ON	PO BOX 64782 ROCHESTER NY 14624	09/24/2012	09/24/2017
DOL	DOL		JORGE OUVINA		344 SOUNDVIEW LANE COLLEGE POINT NY 11356	11/22/2011	11/22/2016
DOL	DOL		JOSE MONTAS		27 BUTLER PLACE YONKERS NY 10710	03/18/2011	03/15/2017
DOL	DOL		JOSEPH CASUCCI		6820 14TH AVENUE BROOKLYN NY 11219	10/27/2011	10/27/2016
DOL	DOL		JOSEPH MARTONE		112 OSCAWANA HEIGHTS ROAD PUTNAM VALLEY NY 10542	08/27/2013	08/27/2018
DOL	DOL		JOSEPH MONETTE		C/O JOHN MONETTE 140 ARMSTRONG AVENUESYRACUSE NY 13209	10/21/2009	10/21/2014
DOL	DOL		JOYA MUSCOLINO		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
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	DOL		KAREN HARTMAN		C/O GUILLO CONTRACTING P O BOX 229CALVERTON NY 11933	07/08/2013	07/08/2018
DOL	DOL		KEITH SCHEPIS		C/O KJS HAULING AND HOME 95 MAPLE AVENUENEW CITY NY 10956	04/15/2013	04/15/2018
DOL	DOL		KEN DEAVER		731 WARWICK TURNPIKE HEWITT NJ 07421	06/25/2012	12/11/2017
DOL	DOL	*****5941	KINGSVIEW ENTERPRISES INC		7 W FIRST STREET P O BOX 2LAKEWOOD NY 14750	01/14/2011	01/14/2016
DOL	DOL	*****2463	KJS HAULING AND HOME IMPROVEMENT INC		95 MAPLE AVENUE NEW CITY NY 10956	04/15/2013	04/15/2018
DOL	AG		KOSTAS "GUS" ANDRIKOPOULOS		2461 47TH STREET ASTORIA NY 11103	09/26/2013	09/26/2018
DOL	DOL		KRZYSZTOF PRXYBYL		2 TINA LANE HOPEWELL JUNCTION NY 12533	01/06/2012	01/06/2017

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DOL	DOL	****6033	KUSNIR CONSTRUCTION		2677 ANAWALK ROAD KATONAH NY 10536	08/03/2012	08/03/2017
DOL	DOL	****0526	LAGUARDIA CONSTRUCTION CORP		47-40 48TH STREET WOODSIDE NY 11377	07/01/2011	07/01/2016
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 DOMINGUEZ		114 PEARL STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
DOL	DOL		LAURA A. GAUTHIER		C/O IMPERIAL MASONRY REST 141 ARGONNE DRIVE KENMORE NY 14217	10/03/2012	10/03/2017
DOL	DOL		LAURI MARTONE		112 OSCAWANA HEIGHTS ROAD PUTNAM VALLEY NY 10542	08/27/2013	08/27/2018
DOL	DOL	****0597	LEED INDUSTRIES CORP	HI-TECH CONTRACTIN G CORP	114 PEART STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
DOL	DOL	****7907	LEEMA EXCAVATING INC		140 ARMSTRONG AVENUE SYRACUSE NY 13209	10/21/2009	10/21/2014
DOL	DOL	****8453	LINPHILL ELECTRICAL CONTRACTORS INC		523 SOUTH 10TH AVENUE MOUNT VERNON NY 10553	01/07/2011	04/15/2018
DOL	DOL		LINVAL BROWN		523 SOUTH 10TH AVENUE MOUNT VERNON NY 10553	01/07/2011	04/15/2018
DOL	DOL	****5171	LUVIN CONSTRUCTION CORP		P O BOX 357 CARLE PLACE NY 11514	03/15/2010	03/15/2015
DOL	NYC	****2850	M A 2 FLAGS CONTRACTING CORP		25-18 100TH STREET EAST ELMHURST NY 11369	08/21/2013	08/21/2018
DOL	DOL		MANUEL ESTEVES		55 OLD TURNPIKE ROAD SUITE 612 NANUET 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		MAR CONTRACTING CORP		620 COMMERCE STREET THORNWOOD NY 10594	09/24/2012	09/24/2017
DOL	DOL		MARGARET FORTH		P O BOX 74 EAST GREENBUSH NY 12061	02/28/2012	10/01/2017
DOL	DOL		MARIA ESTEVES AKA MARIA MARTINS		C/O THREE FRIENDS CONSTR 986 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		MARIA MARTINS AKA MARIA ESTEVES		C/O THREE FRIENDS CONSTR 986 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		MARIO LUIS		31 DURANT AVENUE BETHEL CT 06801	07/02/2012	07/02/2017
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	****5533	MARQUISE CONSTRUCTION & DEVELOPMENT CORP		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	DOL	****8810	MARQUISE CONSTRUCTION ASSOCIATES INC		20 BOSWELL ROAD PUTNAM VALLEY NY 10579	09/03/2013	09/03/2018
DOL	DOL	****1134	MARQUISE CONSTRUCTION CORP		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	NYC	****4314	MASCON RESTORATION INC		129-06 18TH AVENUE COLLEGE POINT NY 11356	02/09/2012	02/09/2017
DOL	NYC	****4314	MASCON RESTORATION LLC		129-06 18TH AVENUE COLLEGE POINT NY 11356	02/09/2012	02/09/2017
DOL	DOL	****0845	MASONRY CONSTRUCTION INC		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL	****3333	MASONRY INDUSTRIES INC		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
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

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DOL	DOL		MCI CONSTRUCTION INC		975 OLD MEDFORD AVENUE FARMINGDALE NY 11738	08/24/2009	08/24/2014
DOL	DOL	****9028	MCINTOSH INTERIORS LLC		8531 AVENUE B BROOKLYN NY 11236	02/05/2013	02/05/2018
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	****9198	MICHAEL CZECHOWICZ	OCTAGON CO	37-11 35TH AVENUE-2ND FL LONG ISLAND CITY NY 11101	01/08/2013	01/08/2018
DOL	DOL		MICHAEL F LEARY JR		3813 SNOWDEN HILL ROAD NEW HARTFORD NY 13413	06/19/2013	06/19/2018
DOL	DOL		MICHAEL F LEARY JR METAL STUD & DRYWALL		3813 SNOWDEN HILL ROAD NEW HARTFORD NY 13413	06/19/2013	06/19/2018
DOL	DOL		MICHAEL KTISTAKIS		363 88TH STREET BROOKLYN NY 11209	11/18/2013	11/18/2018
DOL	DOL	****6033	MICHAEL KUSNIR	KUSNIR CONSTRUCTI ON	2677 ANAWALK ROAD KATONAH NY 10536	08/03/2012	08/03/2017
DOL	DOL		MICHAEL MARGOLIN		4 LEGHORN COURT NEW YORK NY 11746	11/28/2012	11/28/2017
DOL	DOL		MICHELLE L BARBER		635 LUZERNE ROAD QUEENSBURY NY 12804	09/16/2013	09/16/2018
DOL	DOL	****2635	MIDLAND CONSTRUCTION OF CEDAR LAKE INC		13216 CALUMET AVENUE CEDAR LAKE IL 46303	11/10/2011	11/10/2016
DOL	NYC		MIGUEL ACOSTA		25-18 100TH STREET EAST ELMHURST NY 11369	08/21/2013	08/21/2018
DOL	DOL	****5517	MILLENNIUM PAINTING INC		67 WARD ROAD SALT POINT NY 12578	01/21/2011	01/21/2016
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	****2737	MOUNTAIN'S AIR INC		2471 OCEAN AVENUE- STE 7A BROOKLYN NY 11229	09/24/2012	09/24/2017
DOL	NYC		MUHAMMAD ZULFIQAR		129-06 18TH AVENUE COLLEGE POINT NY 11356	02/09/2012	02/09/2017
DOL	DOL	****2357	MUNICIPAL MILLING & MIX-IN- PLACE		9091 ERIE ROAD ANGOLA NY 14006	02/03/2011	02/03/2016
DOL	DOL		MURRAY FORTH		P O BOX 74 EAST GREENBUSH NY 12061	02/28/2012	10/01/2017
DOL	DA	****9642	MUTUAL OF AMERICAL GENERAL CONSTRUCTION & MANAGEMENT CORP		768 LYDIG AVENUE BRONX NY 10462	08/18/2009	05/25/2015
DOL	DOL		MUZAFFAR HUSSAIN		C/O ABSOLUTE GENERAL CONT 1129 AVENUE UBROOKLYN NY 11229	01/28/2013	01/28/2018
DOL	DOL		N PICCO AND SONS CONTRACTING INC		154 EAST BOSTON POST ROAD MAMARONECK NY 10543	08/11/2009	08/11/2014
DOL	DOL		NAT PICCO		154 EAST BOSTON POST ROAD MAMARONECK NY 10543	08/22/2009	08/22/2014
DOL	DA	****6988	NEW YORK INSULATION INC		58-48 59TH STREET MASPETH NY 11378	05/16/2012	05/16/2017
DOL	DOL		NICHOLAS DEGREGORY JR	NJ DEGREGORY & COMPANY	1698 ROUTE 9 GLENNS FALLS NY 12801	05/23/2013	05/23/2018
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	****5279	NJ DEGREGORY & COMPANY		1698 ROUTE 9 GLENNS FALLS NY 12801	05/23/2013	05/23/2018
DOL	DOL		NJ DEGREGORY & SONS CONSTRUCTION		1698 ROUTE 9 GLENNS FALLS NY 12801	05/23/2013	05/23/2018
DOL	DOL	****9198	OCTAGON CO		37-11 35TH AVENUE-2ND FL LONG ISLAND CITY NY 11101	01/08/2013	01/08/2018

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DOL	DOL		OKBY ELSAYED		1541 EAST 56TH STREET BROOKLYN NY 11234	05/04/2012	05/04/2017
DOL	NYC		OLIVER HOLGUIN		95-26 76TH STREET OZONE PARK NY 11416	10/12/2011	10/12/2016
DOL	DOL	****5226	PASCARELLA & SONS		459 EVERDALE AVENUE WEST ISLIP NY 11759	01/10/2010	01/10/2015
DOL	DOL		PAUL VERNA		C/O AMERICAN STEEL MECHA 693 PAINTER STREETMEDIA PA 19063	02/20/2013	02/20/2018
DOL	DOL		PEDRO RINCON		131 MELROSE STREET BROOKLYN NY 11206	03/02/2010	03/02/2015
DOL	DOL	****9569	PERFORM CONCRETE INC		31 DURANT AVENUE BETHEL CT 06801	07/02/2012	07/02/2017
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	NYC		PETER LUSTIG		30 COLUMBUS CIRCLE EASTCHESTER NY 10709	08/21/2012	08/21/2017
DOL	NYC		PETER TRITARIS		5990 58TH AVENUE MASPETH NY 11378	11/18/2013	11/18/2018
DOL	DOL	****1136	PHOENIX ELECTRICIANS COMPANY INC		540 BROADWAY P O BOX 22222ALBANY NY 12201	03/09/2010	03/09/2015
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	****6895	PROLINE CONCRETE OF WNY INC		3090 SHIRLEY ROAD NORTH COLLINS NY 14111	04/19/2011	12/30/2016
DOL	DOL		RAMON BONILLA		938 E 232ND STREET #2 BRONX NY 10466	05/25/2010	05/25/2015
DOL	DOL	****2633	RAW POWER ELECTRIC CORP		3 PARK PLACE MIDDLETOWN NY 10940	09/16/2013	09/16/2018
DOL	DOL		REBECCA THORNE		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL		REVOLUTIONARY FLOORS LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	10/16/2018
DOL	NYC	****6978	RISINGTECH INC		243-03 137TH AVENUE ROSEDALE NY 11422	03/25/2010	03/25/2015
DOL	DOL		ROBBYE BISSEAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	NYC		ROBERT FICARELLI		120-30 28TH AVENUE FLUSHING NY 11354	01/14/2011	01/14/2016
DOL	DOL		ROBERT L EVANS		128A NORTH STAMFORD ROAD STAMFORD CT 06903	05/23/2013	05/23/2018
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		ROCCO ESPOSITO		C/O ROCMAR CONTRACTING CO 620 COMMERCE STREETTHORNWOOD NY 10594	09/24/2012	09/24/2017
DOL	DOL		ROCMAR CONSTRUCTION CORP		620 COMMERCE STREET THORNWOOD NY 10594	09/24/2012	09/24/2017
DOL	DOL	****7083	ROCMAR CONTRACTING CORP		620 COMMERCE STREET THORNWOOD NY 10594	09/24/2012	09/24/2017
DOL	DOL	****9025	ROJO MECHANICAL LLC		938 E 232ND STREET #2 BRONX NY 10466	05/25/2010	05/25/2015
DOL	DOL		ROMEO WARREN		C/O RAW POWER ELECTR CORP 3 PARK PLACEMIDDLETOWN NY 10940	09/16/2013	09/16/2018
DOL	DOL	****5905	ROSE PAINTING CORP		222 GAINSBORG AVENUE EAST WEST HARRISON NY 10604	05/10/2010	05/10/2015
DOL	DOL		ROSEANNE CANTISANI		11 TATAMUCK ROAD POUND RIDGE NY 10576	05/04/2012	05/04/2017
DOL	NYC		ROSS J HOLLAND		120-30 28TH AVENUE FLUSHING NY 11354	01/14/2011	01/14/2016
DOL	DOL		ROSS J MUSCOLINO		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	DOL		S & M CONTRACTING LLC		30 MIDLAND AVENUE WALLINGTON NJ 07057	11/05/2010	11/05/2015
DOL	DOL		S & S ELECTRIC		235 BROADWAY SCHENECTADY NY 12306	06/19/2013	06/19/2018

NYS DOL Bureau of Public Work Debarment List 01/13/2014

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DOL	DOL	****2585	S B WATERPROOFING INC		SUITE #3R 2167 CONEY ISLAND AVENUE BROOKLYN NY 11223	11/04/2009	11/04/2014
DOL	DOL	****4923	SCHENLEY CONSTRUCTION INC		731 WARWICK TURNPIKE HEWITT NJ 07421	06/25/2012	12/11/2017
DOL	DOL		SCOTT LEONARD	GLOBAL TANK CONSTRUCTI ON LLC	P O BOX 1238 SALINA OK 74365	11/28/2012	11/28/2017
DOL	DOL		SEAKCO CONSTRUCTION COMPANY LLC		128A NORTH STAMFORD ROAD STAMFORD CT 06903	05/23/2013	05/23/2018
DOL	DOL	****9030	SEAKCO NEW YORK LLC	SEAKCO CONSTRUCTI ON COMPANY	128A NORTH STAMFORD ROAD STAMFORD CT 06903	05/23/2013	05/23/2018
DOL	NYC	****4020	SERVI-TEK ELEVATOR CORP		2546 EAST TREMONT AVENUE BRONX NY 10461	06/04/2009	06/04/2014
DOL	DOL	****3540	SEVEN STAR ELECTRICAL CONTRACTING CORP		23-24 STEINWAY STREET ASTORIA NY 11105	06/27/2011	06/27/2016
DOL	DOL		SEVEN STAR ELECTRICAL INC		C/O THEONI ATHANASIADIS 1023 COMMACK ROAD DIX HILLS NY 11746	06/27/2011	06/27/2016
DOL	NYC		SHAFIQU L ISLAM		11-27 30TH DRIVE LONG ISLAND CITY NY 11102	05/25/2011	05/25/2016
DOL	NYC		SHAHZAD ALAM		21107 28TH AVE BAYSIDE NY 11360	07/02/2012	07/02/2017
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	****6904	SIGNING STAR LIMITED LIABILITY COMPANY		5 HANSEN PLACE WAYNE NJ 07470	09/18/2013	09/18/2018
DOL	DOL	****0667	SNEEM CONSTRUCTION INC		43-22 42ND STREET SUNNYSIDE NY 11104	07/01/2011	07/01/2016
DOL	DOL		SPASOJE DOBRIC		61 WILLET STREET - SUITE PASSAIC NJ 07055	07/09/2010	02/23/2017
DOL	DOL		SPORTSCRAFTERS INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
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	DOL		STEFANIE MCKENNA		30 MIDLAND AVENUE WALLINGTON NJ 07057	11/05/2010	11/05/2015
DOL	DOL		STEPHEON SHELDON	FANTASTIC PAINTING	493 LANSING ROAD FULTONVILLE NY 12072	11/18/2013	11/18/2018
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		STUART CHAITIN		634 ROUTE 303 BLAUVET NY 10913	07/26/2012	11/19/2018
DOL	DOL	****3210	SUPER SWEEP	FMS	4 LEGHORN COURT NEW YORK NY 11746	11/28/2012	11/28/2017
DOL	DOL		SUZANNE G GOLD	C/O GOLDS FLOORING INSTALLATION S INC	25 HAMILTON ROAD MONTICELLO NY 12701	10/16/2013	10/16/2018
DOL	DOL	****9676	T D CONTRACTORS CORP	T D CONTRACTOR S INC	113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL		T D CONTRACTORS INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL	****4293	THE J OUVINA GROUP LLC		344 SOUNDVIEW LANE COLLEGE POINT NY 11356	11/22/2011	11/22/2016
DOL	DOL		THE THORNE GROUP INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL	****2070	THE UNIVERSAL GROUP OF NEW YORK INC		212 OXFORD WAY SCHENECTADY NY 12309	12/11/2012	09/16/2018

NYS DOL Bureau of Public Work Debarment List 01/13/2014

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DOL	DOL	****9243	THE WELCOME MAT PROPERTY MANAGEMENT LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	10/16/2018
DOL	DOL		THEONI ATHANASIADIS		C/O SEVEN STAR ELECTRICAL 23-24 STEINWAY STREET ASTORIA NY 11105	06/27/2011	06/27/2016
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 DESANTIS	DESANTIS ENTERPRISES	161 OSWEGO RIVER ROAD PHOENIX NY 13135	09/24/2013	11/18/2018
DOL	NYC		THOMAS SCARINCI		130-43 92ND AVENUE RICHMOND HILLS NY 11418	11/27/2013	11/27/2018
DOL	DOL		THOMAS TERRANOVA		13 NEW ROAD/SUITE 1 NEWBURGH NY 12550	11/15/2010	11/15/2015
DOL	DOL	****2734	THREE FRIENDS CONSTRUCTION CORP		986 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	NYC	****6253	THUNDER BROTHERS CORP		24 CONGRESS LANE SOUTH RIVER NJ 08882	05/01/2013	05/01/2018
DOL	DOL		TIMOTHY F BARBER		635 LUZERNE ROAD QUEENSBURY NY 12804	09/16/2013	09/16/2018
DOL	NYC		TIMOTHY O'SULLIVAN		C/O SNEEM CONSTRUCTION 4322 42ND STREETSUNNYSIDE NY 11104	07/01/2011	07/01/2016
DOL	DOL		TIMOTHY P SUCH		893 EAGLE STREET BUFFALO NY 14210	06/09/2009	06/09/2014
DOL	NYC	****1523	TM MECHANICAL CORP		130-43 92ND AVENUE RICHMOND HILLS NY 11418	11/27/2013	11/27/2018
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	****8176	TOURO CONTRACTING CORP		1541 EAST 56TH STREET BROOKLYN NY 11234	05/04/2012	05/04/2017
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
DOL	DOL	****4294	TWT CONSTRUCTION COMPANY INC		13 NEW ROAD/SUITE 1 NEWBURGH NY 12550	11/15/2010	11/15/2015
DOL	DOL		ULIANO AND SONS INC		22 GRIFFEN COURT MILLER PLACE NY 11746	10/26/2010	10/26/2015
DOL	DOL	****0854	VANESSA CONSTRUCTION INC		588 MEACHAM AVE/STE 103 ELMONT NY 11003	08/24/2010	08/24/2015
DOL	DOL	****3270	VEZANDIO CONTRACTING CORP		530 BEECH STREET NEW HYDE PARK NY 11040	07/02/2012	07/02/2017
DOL	NYC	****9936	VISHAL CONSTRUCTION INC		73-12 35TH AVE - APT F63 JACKSON HEIGHTS NY 11272	03/04/2010	03/04/2015
DOL	DOL		WESLEY J STAROBA		206 TALLY HO COURT SCHENECTADY NY 12303	06/19/2013	06/19/2018
DOL	DOL	****0078	WESLEY J STAROBA INC	S & S ELECTRIC	235 BROADWAY SCHENECTADY NY 12306	06/19/2013	06/19/2018
DOL	DOL	****7617	WHITE PLAINS CARPENTRY CORP		P O BOX 309 WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	DOL		WILLIAM SCRIVENS		30 MIDLAND AVENUE WALLINGTON NJ 07057	11/05/2010	11/05/2015
DOL	DOL		WILLIAM THORNE		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
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		YURIY IVANIN		C/O MOUNTAIN'S AIR INC 2471 OCEAN AVENUE-STE 7ABROOKLYN NY 11229	09/24/2012	09/24/2017

INDEX TO
PROPOSAL

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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 WITHING THE LAST
THREE YEARS **UNLESS SPECIFIED DIFFERENTLY IN THE SPECIFICATION:**

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: _____

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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.: _____

BID SECURITY

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

BIDDER'S CHECKLIST

Each of the following forms must be executed and notarized if applicable:

CERTIFICATE OF AUTHORITY _____

CERTIFICATION OF EXPERIENCE _____

BID SECURITY FORM # 1 _____

PROPOSAL _____

CERTIFICATION OF COMPLIANCE WITH
IRAN DIVESTMENT ACT _____

NON-COLLUSIVE BIDDING CERTIFICATION _____

PROPOSAL

Date: _____

Proposal of _____

to furnish and deliver all labor, supervision, materials, and equipment and perform all work in accordance with the Specifications for DPW SIDING INSTALLATION, Elizabethtown, New York for the following lump sum cost.

Bidders must provide a breakdown of the Base Bid, and complete all blanks on the Bid Proposal. Demolition, cutting and patching for each trade should be included with the respective trade. Dollar amounts in the Bid breakdown must total Base Bid. Unit price work shall not be included in the Base Bid amount.

The owner, Essex County, is tax-exempt. Do not include sales tax in Bid amounts.

The undersigned bidder has carefully examined the contract documents, site of the work, is familiar with existing conditions, and will provide all necessary insurance, bonds, machinery, tools, apparatus, false work and other means of construction, and do all the work and furnish all the materials called for by said contract according to the following TOTAL BASE BID, including all labor, supplies and equipment, permits, fees, overhead and profit for general construction. The BASE BID price is to be shown in both words and figures. In the event of discrepancies, the amount shown in words shall govern. All items are to be furnished and installed in place complete.

(Amount in Words)

(Amount in Figures)

The undersigned further understands that the contract will be awarded to the competent, qualified bidder submitting the lowest bid for the Total Bid.

ADDENDA ACKNOWLEDGEMENT

<u>Addendum No.</u>	<u>Date Received</u>
_____	_____
_____	_____
_____	_____

The undersigned agrees as follows:

1. The total contract price bid shall be accepted as full compensation for the complete work subject to additions or deductions in quantity of work performed or changes agreed upon.
2. Within twenty (20) days from the date of "Notice of Acceptance" of the Proposal, to execute the contract and to furnish a satisfactory labor, material and performance bond in the amount of 100% of the contract price.

3. To execute the work as specified herein as soon as possible after notice of award.
4. To comply with requirements as to the conditions of employment, wage rates and hours set forth in the bidding documents.
5. Progress Payments will be made on a percentage of completion basis monthly.
6. 5% Retainage will be withheld until final approval of project(s).

Bidder: _____

By: _____

Title: _____

Address: _____

Dated: _____

Telephone: _____

Fax: _____

Social Security/Federal ID No: _____

Email: _____

SUBCONTRACTOR LIST

Please provide a list of subcontractors with bid amount for each subcontract listed below. Leave blank if not applicable. **Seal in separate envelope labeled "Subcontractor List & Bid Amount"**.

GENERAL CONSTRUCTION:

_____ (Name & Address)
Bid Amount:
_____ Dollars (\$_____))
(in words) (in figures)

SITE WORK:

_____ (Name & Address)
Bid Amount:
_____ Dollars (\$_____))
(in words) (in figures)

MECHANICAL SUBCONTRACTOR:

_____ (Name & Address)
Bid Amount:
_____ Dollars (\$_____))
(in words) (in figures)

ELECTRICAL SUBCONTRACTOR:

_____ (Name & Address)
Bid Amount:
_____ Dollars (\$_____))
(in words) (in figures)

PLUMBING SUBCONTRACTOR:

_____ (Name & Address)
Bid Amount:
_____ Dollars (\$_____))
(in words) (in figures)

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, _____, being duly sworn, deposes and says that he/she is the _____ of the _____ Corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

SIGNED

SWORN to before me this _____ day of _____, 20__

Notary Public

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