

ESSEX COUNTY GOVERNMENT CENTER ROOF REPLACEMENT (PHASE 1)

PROJECT MANUAL

AES PROJECT NO. 4214

July 14, 2014

SET NO. _____

THE ARCHITECT/ENGINEER CERTIFIES THAT TO THE BEST OF HIS KNOWLEDGE,
INFORMATION, AND BELIEF;
THE PLANS AND SPECIFICATIONS ARE IN CONFORMANCE WITH
APPLICABLE REQUIREMENTS OF THE
NEW YORK STATE UNIFORM FIRE PREVENTION AND BUILDING CODES.

PROJECT ENGINEER

PROJECT ARCHITECT



Architecture, Engineering, and Land Surveying Northeast, PLLC
10 -12 City Hall Place, Plattsburgh, NY 12901
Phone: (518) 561-1598 Fax: (518) 561-1990
© Copyright 2013 AES Northeast, PLLC, All Rights Reserved

ESSEX COUNTY
GOVERNMENT CENTER ROOF
REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

DOCUMENT 000110

TABLE OF CONTENTS

Section Title

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

000110 Table of Contents

PROCUREMENT REQUIREMENTS

001116 Invitation to Bid
002113 Instructions to Bidders
004113 Bid Form - Stipulated Sum
004300 Bid Form Supplements

- Essex County Bidder's Checklist (1 Page)
- Essex County Certificate of Authority (1 Page)
- Essex County Certification of Experience (1 Page)
- Essex County Security Form #1: Consent of Surety (1 Page)
- Essex County Statement of Surety's Intent (2 Pages)
- Essex County Certification of Compliance With Iran Divestment Act (1 Page)
- Essex County Non-Collusive Bidding Certification (1 Page)
- Essex County Contractor's Acknowledgement (1 Page)

CONTRACTING REQUIREMENTS

005214 Agreement Form - AIA Stipulated Sum

- AIA A101- Standard Form of Agreement Between Owner and Contractor

007214 General Conditions – AIA Stipulated Sum

- AIA A201 – General Conditions of Contract for Construction

007313 Supplementary Conditions – AIA

- Appendix C – Insurance Requirements – Public Works Contractors
- Appendix D – Standard Clauses for Essex County Contracts
- Contractor Progress Payment Waiver, Release and Discharge
- Appendix E – Essex County General Specifications for Procurement Contracts

009100 NYS Prevailing Wage Rates

- Prevailing Wage Schedule

DIVISION 01 - GENERAL REQUIREMENTS

011000 Summary
012000 Price and Payment Procedures
012300 Alternates
013000 Administrative Requirements
013300 Submittal Procedures

ESSEX COUNTY
GOVERNMENT CENTER ROOF
REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

	<ul style="list-style-type: none">• Submittal Cover Sheet
014000	Quality Requirements
015000	Temporary Facilities and Controls
016000	Product Requirements
017000	Execution and Closeout Requirements
	<ul style="list-style-type: none">• Closeout Checklist
018000	Information Available to Bidders
	<ul style="list-style-type: none">• ATL Limited Asbestos Survey• AES Northeast Roof Evaluation Report

DIVISION 02 - EXISTING CONDITIONS

024119	Selective Structure Demolition
--------	--------------------------------

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

073110	Asphalt Shingles
075300	Single Ply Membrane Roofing System
076200	Sheet Metal Flashing and Trim
079000	Joint Sealers

DIVISION 08 – OPENINGS

086200	Plastic Unit Skylights
--------	------------------------

END OF SECTION

ESSEX COUNTY
GOVERNMENT CENTER ROOF
REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

DOCUMENT 001116

INVITATION TO BID

Project: **Government Center Roof Replacement (Phase 1)**

Owner: **Essex County
7551 Court Street, PO Box 217
Elizabethtown, NY 12932**

Architect/Engineer: **AES Northeast
10-12 City Hall Place
Plattsburgh, NY 12901**

Date: **July 14, 2014**

NOTICE IS HEREBY GIVEN; that the Undersigned, on behalf of Essex County Board of Supervisors, will accept sealed bids at the Office of the Purchasing Agent, Essex County Government Center, Elizabethtown, New York; until August 8, 2014 at 2:00 P.M. for the Roof Replacement to the Essex County Government Center in Elizabethtown, New York.

Bid documents are available by contacting the Office of the Purchasing Agent, Linda M. Wolf, CPA, Government Center, 7551 Court Street, Elizabethtown, New York 12932 or by calling (518) 873-3332. Bid documents are also available on the website at www.co.essex.ny.us.

All bids submitted in response to this notice shall be marked "SEALED BID – GOVERNMENT CENTER ROOF REPLACEMENT (PHASE 1)" clearly on the outside of the envelope.

In addition to the bid, the bidder shall submit executed non-collusion bid certificates 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.

The successful bidder will be notified promptly by letter and must be prepared to enter into a contract to furnish the materials or services.

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.

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 in response hereto.

Project Description: Work includes replacement of sloping roofs and flat roof on the Essex County Government Center.

ESSEX COUNTY
GOVERNMENT CENTER ROOF
REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

The Owner requires the Project to be commenced at the site no later than September 1, 2014 and completed on or before December 1, 2014.

A pre-bid conference will be held on July 23, 2014 at 10:00 A.M. at the Essex County Government Center. Bidders shall meet at the front of the Government Center complex.

The awarded bidder will be required to provide performance and payment bonds in the amount of 100% of the bid sum.

Bidders will be required to provide Bid security in the form of a Bid Bond or certified check in the amount of a sum no less than 5 percent of the Bid Sum.

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.

Refer to other bidding requirements described in Instructions to Bidders.

Submit your Bid on the Bid Form provided.

Your Bid will be required to be submitted under a condition of irrevocability for a period of 45 calendar days after submission.

The Owner reserves the right to accept or reject any or all Bids.

Linda M. Wolf, CPA
Purchasing Agent
Essex County Government Center
Elizabethtown, NY 12932
(518) 873-3332

END OF DOCUMENT

ESSEX COUNTY
GOVERNMENT CENTER
ROOF REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

DOCUMENT 002113

INSTRUCTIONS TO BIDDERS

1.1 SUMMARY

- A. Document Includes:
 - 1. Instructions to Bidders.
 - 2. Site examination.
 - 3. Prebid conference.

- B. Related Documents:
 - 1. Document 001116 - Invitation to Bid.
 - 2. Document 004113 - Bid Form - Stipulated Price.
 - 3. Document 004300 - Bid Form Supplements.
 - 4. Document 007313 - Supplementary Conditions.
 - 5. Document 009100 - New York State Prevailing Wage Rates.
 - 6. Document 018000 - Information Available To Bidders.

1.2 INSTRUCTIONS TO BIDDERS

- A. See Essex County General Specifications for additional Instructions to Bidders.

1.3 SITE EXAMINATION

- A. Examine the Project site before submitting a Bid.

1.4 PREBID CONFERENCE

- A. A pre-bid conference is scheduled for 10:00 A.M. on July 23, 2014 at the Government Center.
- B. Prime Contract Bidders are urged to attend.
- C. Representatives of the Owner and Architect/Engineer will be in attendance.
- D. Summarized minutes of this meeting will be circulated to attendees and known Bidders. These minutes will form part of Contract Documents.
- E. Information relevant to Bidding Documents will be issued by Addendum.

END OF DOCUMENT

ESSEX COUNTY
GOVERNMENT CENTER
ROOF REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

DOCUMENT 004113

BID FORM - STIPULATED SUM

To: Essex County
Project: Government Center Roof Replacement
Date:
Submitted by:
(full name)
(full address)
.....

1.1 OFFER

Having examined the Place of The Work and all matters referred to in the Instructions to Bidders, Bid Documents and Contract Documents prepared by the Architect/Engineer for the above mentioned project, we the undersigned, hereby offer to enter into a Contract to perform the Work for the Contract Sum of:

A. Base Bid Contract "ALL WORK":

\$..... dollars and no cents, in lawful money of the United States of America.
(Numerical)

\$.....
(Written)

+ **Contingency Allowance** **\$10,000 (Ten Thousand Dollars)**

Total: Base Bid Plus Allowance \$..... dollars, in lawful money of the United States of America.
(numerical)

\$.....**dollars and no cents.**
(written)

Alternate No. 1 (ADD): Roof Replacement of flat roof behind Real Property:

\$..... dollars and no cents, in lawful money of the United States of America.
(Numerical)

\$.....
(Written)

Alternate No. 2 (ADD): Additional 1,200 S.F. of Sloped Roof Replacement:

\$..... dollars and no cents, in lawful money of the United States of America.
(Numerical)

ESSEX COUNTY
GOVERNMENT CENTER
ROOF REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

\$.....
(Written)

Alternate No. 3 (ADD): Unit Price for Replacing 100sf of Roof Deck:

\$..... dollars and no cents, in lawful money of the United States of America.
(Numerical)

\$.....
(Written)

We have included the bid security as required by the Instruction to Bidders.

All applicable federal taxes are included and State of New York taxes are included in the Bid Sum.

All Contingency Allowances described in Section 012000 - Price and Payment Procedures are included in the Bid Sum.

1.2 ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for forty five days from the bid closing date.

If this bid is accepted by the Owner within the time period stated above, we will:

- Execute the Agreement within seven days of receipt of Notice of Award.
- Furnish the required bonds within seven days of receipt of Notice of Award in the form described in Supplementary Conditions.
- Commence work within seven days after written Notice to Proceed.

If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required bonds, the security deposit shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

In the event our bid is not accepted within the time stated above, the required security deposit will be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

1.3 CONTRACT TIME

If this Bid is accepted, we will:

- Commence work at the building site no later than September 1, 2014.
- Complete the Work on or before December 1, 2014.

ESSEX COUNTY
GOVERNMENT CENTER
ROOF REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

END OF DOCUMENT

ESSEX COUNTY
GOVERNMENT CENTER
ROOF REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

DOCUMENT 004300

BID FORM SUPPLEMENTS

To: **Essex County**

Project: **Government Center Roof Replacement (Phase 1)**

Date:

Submitted by:
(full name)

(full address)

In accordance with Document 002113 - Instructions to Bidders and Document 004113 - Bid Form - Stipulated Price, we include the Appendices to Bid Form Supplements listed below. The information provided shall be considered an integral part of the Bid Form.

- Essex County Bidder's Checklist (1 Page)
- Essex County Certificate of Authority (1 Page)
- Essex County Certification of Experience (1 Page)
- Essex County Security Form #1: Consent of Surety (1 Page)
- Essex County Statement of Surety's Intent (2 Pages)
- Essex County Certification of Compliance With Iran Divestment Act (1 Page)
- Essex County Non-Collusive Bidding Certification (1 Page)
- Essex County Contractor's Acknowledgement (1 Page)

BID FORM SUPPLEMENTS SIGNATURES

The Corporate Seal of

.....
(Bidder - print the full name of your firm)

was hereunto affixed in the presence of:

.....
(Authorized signing officer Title)

(Seal)
.....
(Authorized signing officer Title)
(Seal)

END OF DOCUMENT

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 _____

STATEMENT OF SURETY'S INTENT _____

PROPOSAL _____

CERTIFICATION OF COMPLIANCE
WITH IRAN DIVESTMENT ACT _____

NON-COLLUSIVE BIDDING CERTIFICATION _____

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

BIDDER: _____

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: _____

AMOUNT OF CONTRACT: _____ TELEPHONE NO.: _____

TYPE OF WORK: _____ FAX NO.: _____

NAMES OF BUSINESS: _____ CONTACT NAME: _____

ADDRESS: _____

AMOUNT OF CONTRACT: _____ TELEPHONE NO.: _____

TYPE OF WORK: _____ FAX NO.: _____

NAMES OF BUSINESS: _____ CONTACT NAME: _____

ADDRESS: _____

AMOUNT OF CONTRACT: _____ TELEPHONE NO.: _____

TYPE OF WORK: _____ FAX NO.: _____

NAMES OF BUSINESS: _____ CONTACT NAME: _____

ADDRESS: _____

AMOUNT OF CONTRACT: _____ TELEPHONE NO.: _____

TYPE OF WORK: _____ FAX NO.: _____

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

ESSEX COUNTY
BID SECURITY FORM #1

CONSENT OF SURETY

Issued to: _____
(Name of Bidder)

CONTRACT NUMBER _____

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

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

(SEAL)

BY: _____

TITLE: _____

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

STATEMENT OF SURETY'S INTENT

To: _____

We have reviewed the Bid of _____
(Contractor)

of _____
(Address)

for _____

(Project)

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

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

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

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

Attest:

Surety's Authorized Signature(s)

Attach Power of Attorney

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

BID SECURITY

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

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

ESSEX COUNTY
GOVERNMENT CENTER
ROOF REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

DOCUMENT 005214

AGREEMENT - AIA

1.1 SUMMARY

A. Document Includes:

1. Agreement.

B. Related Documents:

1. Document 007214 - General Conditions - AIA.
2. Document 007313 - Supplementary Conditions - AIA.

1.2 AGREEMENT

- A. AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment is a Stipulated Sum, forms the basis of Agreement between the Owner and Contractor.

END OF DOCUMENT

DRAFT AIA® Document A101™ - 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

[«Essex County»](#) »
[«7551 Court Street»](#) »
[«Elizabethtown, NY 12932»](#) »
« »

and the Contractor:
(Name, legal status, address and other information)

« »
« »
« »
« »

for the following Project:
(Name, location and detailed description)

«Government Center Roof Replacement (Phase 1)»
«7551 Court Street
Elizabethtown, NY 12932
[AES Project No. 4214»](#)
« »

The Architect:
(Name, legal status, address and other information)

[«Architecture, Engineering, and Land Surveying, PLLC \(a.k.a. AES Northeast\)»](#) »
« [10-12 City Hall Place»](#) »
« [Plattsburgh, NY 12901»](#) »
« »

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

« »

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

« »

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than « » (« ») days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

« »

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

« »

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be « » (\$ « »), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

« »

§ 4.3 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
------	-------

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the « » day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the « » day of the « » month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than « » (« ») days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of « » percent (« » %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of « » percent (« » %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

« »

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

« »

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

<< >>
<< >>
<< >>
<< >>

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

[<< >>] Arbitration pursuant to Section 15.4 of AIA Document A201–2007

[<< >>] Litigation in a court of competent jurisdiction

[<< >>] Other (Specify)

<< >>

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

<< >> % << >>

§ 8.3 The Owner’s representative:
(Name, address and other information)

<< >>
<< >>
<< >>
<< >>
<< >>
<< >>

§ 8.4 The Contractor’s representative:
(Name, address and other information)

<< >>
<< >>
<< >>
<< >>

<< >>
<< >>

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

<< >>

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

<< >>

Section	Title	Date	Pages

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

<< >>

Number	Title	Date

§ 9.1.6 The Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- 1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

<< >>

- 2 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract

Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

<< >>

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of insurance or bond	Limit of liability or bond amount (\$0.00)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

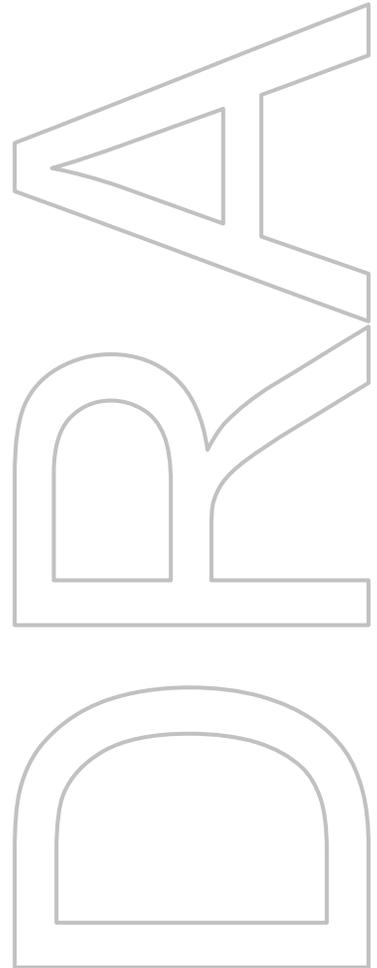
 << >><< >>

 (Printed name and title)

CONTRACTOR (Signature)

 << >><< >>

 (Printed name and title)



ESSEX COUNTY
GOVERNMENT CENTER
ROOF REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

DOCUMENT 007214

GENERAL CONDITIONS - AIA

1.1 SUMMARY

- A. Document Includes:
 - 1. General Conditions.
- B. Related Documents:
 - 1. Document 005214 - Agreement - AIA.
 - 2. Document 007313 - Supplementary Conditions - AIA.

1.2 GENERAL CONDITIONS

- A. AIA Document A201-2007, General Conditions of the Contract for Construction, is the General Conditions of the Contract.

1.3 SUPPLEMENTARY CONDITIONS

- A. Refer to Document 007214 for modifications to General Conditions.

END OF DOCUMENT



AIA[®] Document A201[™] – 2007

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Essex County
Government Center Roof Replacement (Phase 1)
AES Project No. 4214

THE OWNER:

(Name, legal status and address)

Essex County
7551 Court Street, PO Box 217
Elizabethtown, NY 12932

THE ARCHITECT:

(Name, legal status and address)

Architecture, Engineering, and Land Surveying Northeast, PLLC
10-12 City Hall Place
Plattsburgh, New York 12901

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 OWNER
- 3 CONTRACTOR
- 4 ARCHITECT
- 5 SUBCONTRACTORS
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 7 CHANGES IN THE WORK
- 8 TIME
- 9 PAYMENTS AND COMPLETION
- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 INSURANCE AND BONDS
- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
- 15 CLAIMS AND DISPUTES

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form.

A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

AIA Document A201[™] – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA[®] Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA[®] Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 10:06:08 on 05/07/2012 under Order No.8571613932_1 which expires on 10/25/2012, and is not for resale.

User Notes:

(1901277236)

INDEX

(Topics and numbers in bold are section headings.)

Acceptance of Nonconforming Work

9.6.6, 9.9.3, **12.3**

Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3

Access to Work

3.16, 6.2.1, 12.1

Accident Prevention

10

Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5,
10.2.8, 13.4.2, 13.7, 14.1, 15.2

Addenda

1.1.1, 3.11.1

Additional Costs, Claims for

3.7.4, 3.7.5, 6.1.1, 7.3.7.5, 10.3, 15.1.4

Additional Inspections and Testing

9.4.2, 9.8.3, 12.2.1, **13.5**

Additional Insured

11.1.4

Additional Time, Claims for

3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.5**

Administration of the Contract

3.1.3, **4.2**, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

Allowances

3.8, 7.3.8

All-risk Insurance

11.3.1, 11.3.1.1

Applications for Payment

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.6.3, 9.7, 9.10, 11.1.3

Approvals

2.1.1, 2.2.2, 2.4, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10,
4.2.7, 9.3.2, 13.5.1

Arbitration

8.3.1, 11.3.10, 13.1.1, 15.3.2, **15.4**

ARCHITECT

4

Architect, Definition of

4.1.1

Architect, Extent of Authority

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

Architect, Limitations of Authority and Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3,
4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2,
9.5.3, 9.6.4, 15.1.3, 15.2

Architect's Additional Services and Expenses

2.4.1, 11.3.1.1, 12.2.1, 13.5.2, 13.5.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 4.2, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals

2.4.1, 3.1.3, 3.5, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5, 4.2.6, 12.1.2, 12.2.1

Architect's Copyright

1.1.7, 1.5

Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3,
7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1,
13.5.2, 15.2, 15.3

Architect's Inspections

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.5

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.5.2

Architect's Interpretations

4.2.11, 4.2.12

Architect's Project Representative

4.2.10

Architect's Relationship with Contractor

1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5,
3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18,
4.1.2, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5,
9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.4.2, 13.5, 15.2

Architect's Relationship with Subcontractors

1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3.7

Architect's Representations

9.4.2, 9.5.1, 9.10.1

Architect's Site Visits

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.10.2, 10.3.3

Award of Separate Contracts

6.1.1, 6.1.2

Award of Subcontracts and Other Contracts for Portions of the Work

5.2

Basic Definitions

1.1

Bidding Requirements

1.1.1, 5.2.1, 11.4.1

Binding Dispute Resolution

9.7, 11.3.9, 11.3.10, 13.1.1, 15.2.5, 15.2.6.1, 15.3.1,
15.3.2, 15.4.1

Boiler and Machinery Insurance

11.3.2

Bonds, Lien

7.3.7.4, 9.10.2, 9.10.3

Bonds, Performance, and Payment

7.3.7.4, 9.6.7, 9.10.3, 11.3.9, **11.4**

Building Permit

3.7.1

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 10:06:08 on 05/07/2012 under Order No.8571613932_1 which expires on 10/25/2012, and is not for resale.

User Notes:

(1901277236)

Capitalization

1.3

Certificate of Substantial Completion
9.8.3, 9.8.4, 9.8.5

Certificates for Payment

4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7,
9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.3

Certificates of Inspection, Testing or Approval
13.5.4

Certificates of Insurance
9.10.2, 11.1.3

Change Orders

1.1.1, 2.4.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11.1, 3.12.8, 4.2.8,
5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.6, 7.3.9, 7.3.10, 8.3.1,
9.3.1.1, 9.10.3, 10.3.2, 11.3.1.2, 11.3.4, 11.3.9, 12.1.2,
15.1.3

Change Orders, Definition of
7.2.1

CHANGES IN THE WORK

2.2.1, 3.11, 4.2.8, **7**, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1,
11.3.9

Claims, Definition of

15.1.1

CLAIMS AND DISPUTES

3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4

Claims and Timely Assertion of Claims
15.4.1

Claims for Additional Cost

3.2.4, 3.7.4, 6.1.1, 7.3.9, 10.3.2, **15.1.4**

Claims for Additional Time

3.2.4, 3.7.46.1.1, 8.3.2, 10.3.2, **15.1.5**

Concealed or Unknown Conditions, Claims for
3.7.4

Claims for Damages

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

Claims Subject to Arbitration

15.3.1, 15.4.1

Cleaning Up

3.15, 6.3

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

Commencement of the Work, Definition of
8.1.2

Communications Facilitating Contract Administration

3.9.1, **4.2.4**

Completion, Conditions Relating to

3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1,
9.10, 12.2, 13.7, 14.1.2

COMPLETION, PAYMENTS AND

9

Completion, Substantial

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

Compliance with Laws

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

Concealed or Unknown Conditions

3.7.4, 4.2.8, 8.3.1, 10.3

Conditions of the Contract

1.1.1, 6.1.1, 6.1.4

Consent, Written

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

Consolidation or Joinder

15.4.4

CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

1.1.4, **6**

Construction Change Directive, Definition of
7.3.1

Construction Change Directives

1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**,
9.3.1.1

Construction Schedules, Contractor's

3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2

Contingent Assignment of Subcontracts

5.4, 14.2.2.2

Continuing Contract Performance

15.1.3

Contract, Definition of

1.1.2

CONTRACT, TERMINATION OR SUSPENSION OF THE

5.4.1.1, 11.3.9, **14**

Contract Administration

3.1.3, 4, 9.4, 9.5

Contract Award and Execution, Conditions Relating to

3.7.1, 3.10, 5.2, 6.1, 11.1.3, 11.3.6, 11.4.1

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

Contract Documents, Definition of

1.1.1

Contract Sum

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

Contract Sum, Definition of

9.1

Contract Time

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

Contract Time, Definition of

8.1.1

CONTRACTOR

3

Contractor, Definition of

3.1, **6.1.2**

Contractor's Construction Schedules

3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2

Contractor's Employees

3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1

Contractor's Liability Insurance

11.1

Contractor's Relationship with Separate Contractors and Owner's Forces

3.12.5, 3.14.2, 4.2.4, 6, 11.3.7, 12.1.2, 12.2.4

Contractor's Relationship with Subcontractors

1.2.2, 3.3.2, 3.18.1, 3.18.2, 5, 9.6.2, 9.6.7, 9.10.2, 11.3.1.2, 11.3.7, 11.3.8

Contractor's Relationship with the Architect

1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.5, 15.1.2, 15.2.1

Contractor's Representations

3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2

Contractor's Responsibility for Those Performing the Work

3.3.2, 3.18, 5.3.1, 6.1.3, 6.2, 9.5.1, 10.2.8

Contractor's Review of Contract Documents

3.2

Contractor's Right to Stop the Work

9.7

Contractor's Right to Terminate the Contract

14.1, 15.1.6

Contractor's Submittals

3.10, 3.11, 3.12.4, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3, 11.1.3, 11.4.2

Contractor's Superintendent

3.9, 10.2.6

Contractor's Supervision and Construction

Procedures

1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.5, 7.3.7, 8.2, 10, 12, 14, 15.1.3

Contractual Liability Insurance

11.1.1.8, 11.2

Coordination and Correlation

1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1

Copies Furnished of Drawings and Specifications

1.5, 2.2.5, 3.11

Copyrights

1.5, **3.17**

Correction of Work

2.3, 2.4, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**

Correlation and Intent of the Contract Documents

1.2

Cost, Definition of

7.3.7

Costs

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

Cutting and Patching

3.14, 6.2.5

Damage to Construction of Owner or Separate Contractors

3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 11.1.1, 11.3, 12.2.4

Damage to the Work

3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4.1, 11.3.1, 12.2.4

Damages, Claims for

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

Damages for Delay

6.1.1, 8.3.3, 9.5.1.6, 9.7, 10.3.2

Date of Commencement of the Work, Definition of **8.1.2**

Date of Substantial Completion, Definition of

8.1.3

Day, Definition of

8.1.4

Decisions of the Architect

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

Decisions to Withhold Certification

9.4.1, **9.5**, 9.7, 14.1.1.3

Defective or Nonconforming Work, Acceptance, Rejection and Correction of

2.3.1, 2.4.1, 3.5, 4.2.6, 6.2.5, 9.5.1, 9.5.2, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1

Definitions

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

Delays and Extensions of Time

3.2, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7, 10.3.2, 10.4.1, 14.3.2, 15.1.5, 15.2.5

Disputes

6.3, 7.3.9, 15.1, 15.2

Documents and Samples at the Site

3.11

Drawings, Definition of

1.1.5

Drawings and Specifications, Use and Ownership of

3.11

Effective Date of Insurance

8.2.2, 11.1.2

Emergencies

10.4, 14.1.1.2, 15.1.4

Employees, Contractor's

3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1

Equipment, Labor, Materials or

1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13.1, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2

Execution and Progress of the Work
 1.1.3, 1.2.1, 1.2.2, 2.2.3, 2.2.5, 3.1, 3.3.1, 3.4.1, 3.5,
 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.5, 8.2,
 9.5.1, 9.9.1, 10.2, 10.3, 12.2, 14.2, 14.3.1, 15.1.3
 Extensions of Time
 3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2,
 10.4.1, 14.3, 15.1.5, 15.2.5
Failure of Payment
 9.5.1.3, **9.7**, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2
 Faulty Work
 (See Defective or Nonconforming Work)
Final Completion and Final Payment
 4.2.1, 4.2.9, 9.8.2, **9.10**, 11.1.2, 11.1.3, 11.3.1, 11.3.5,
 12.3.1, 14.2.4, 14.4.3
 Financial Arrangements, Owner's
 2.2.1, 13.2.2, 14.1.1.4
 Fire and Extended Coverage Insurance
 11.3.1.1
GENERAL PROVISIONS
1
Governing Law
13.1
 Guarantees (See Warranty)
Hazardous Materials
 10.2.4, **10.3**
 Identification of Subcontractors and Suppliers
 5.2.1
Indemnification
 3.17, **3.18**, 9.10.2, 10.3.3, 10.3.5, 10.3.6, 11.3.1.2,
 11.3.7
Information and Services Required of the Owner
 2.1.2, **2.2**, 3.2.2, 3.12.4, 3.12.10, 6.1.3, 6.1.4, 6.2.5,
 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.4, 13.5.1,
 13.5.2, 14.1.1.4, 14.1.4, 15.1.3
Initial Decision
15.2
Initial Decision Maker, Definition of
 1.1.8
 Initial Decision Maker, Decisions
 14.2.2, 14.2.4, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
 Initial Decision Maker, Extent of Authority
 14.2.2, 14.2.4, 15.1.3, 15.2.1, 15.2.2, 15.2.3, 15.2.4,
 15.2.5
Injury or Damage to Person or Property
10.2.8, 10.4.1
 Inspections
 3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,
 9.9.2, 9.10.1, 12.2.1, 13.5
 Instructions to Bidders
 1.1.1
 Instructions to the Contractor
 3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.5.2
Instruments of Service, Definition of
1.1.7
 Insurance
 3.18.1, 6.1.1, 7.3.7, 9.3.2, 9.8.4, 9.9.1, 9.10.2, **11**

Insurance, Boiler and Machinery
11.3.2
Insurance, Contractor's Liability
11.1
 Insurance, Effective Date of
 8.2.2, 11.1.2
Insurance, Loss of Use
11.3.3
Insurance, Owner's Liability
11.2
Insurance, Property
 10.2.5, **11.3**
 Insurance, Stored Materials
 9.3.2
INSURANCE AND BONDS
11
 Insurance Companies, Consent to Partial Occupancy
 9.9.1
 Intent of the Contract Documents
 1.2.1, 4.2.7, 4.2.12, 4.2.13, 7.4
Interest
13.6
Interpretation
 1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1
 Interpretations, Written
 4.2.11, 4.2.12, 15.1.4
 Judgment on Final Award
 15.4.2
Labor and Materials, Equipment
 1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,
 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3,
 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
 Labor Disputes
 8.3.1
 Laws and Regulations
 1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13.1, 4.1.1, 9.6.4, 9.9.1,
 10.2.2, 11.1.1, 11.3, 13.1.1, 13.4, 13.5.1, 13.5.2,
 13.6.1, 14, 15.2.8, 15.4
 Liens
 2.1.2, 9.3.3, 9.10.2, 9.10.4, 15.2.8
 Limitations, Statutes of
 12.2.5, 13.7, 15.4.1.1
 Limitations of Liability
 2.3.1, 3.2.2, 3.5, 3.12.10, 3.17, 3.18.1, 4.2.6, 4.2.7,
 4.2.12, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 10.2.5, 10.3.3, 11.1.2,
 11.2, 11.3.7, 12.2.5, 13.4.2
 Limitations of Time
 2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7,
 5.2, 5.3.1, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,
 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 11.3.1.5,
 11.3.6, 11.3.10, 12.2, 13.5, 13.7, 14, 15
Loss of Use Insurance
11.3.3
 Material Suppliers
 1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.6, 9.10.5
Materials, Hazardous
 10.2.4, **10.3**

Materials, Labor, Equipment and
 1.1.3, 1.1.6, 1.5.1, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13.1,
 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3,
 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2
 Means, Methods, Techniques, Sequences and
 Procedures of Construction
 3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2
 Mechanic's Lien
 2.1.2, 15.2.8
Mediation
 8.3.1, 10.3.5, 10.3.6, 15.2.1, 15.2.5, 15.2.6, **15.3**,
 15.4.1
Minor Changes in the Work
 1.1.1, 3.12.8, 4.2.8, 7.1, **7.4**
MISCELLANEOUS PROVISIONS
13
Modifications, Definition of
1.1.1
 Modifications to the Contract
 1.1.1, 1.1.2, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7,
 10.3.2, 11.3.1
Mutual Responsibility
6.2
Nonconforming Work, Acceptance of
 9.6.6, 9.9.3, **12.3**
 Nonconforming Work, Rejection and Correction of
 2.3.1, 2.4.1, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4,
 12.2.1
 Notice
 2.2.1, 2.3.1, 2.4.1, 3.2.4, 3.3.1, 3.7.2, 3.12.9, 5.2.1, 9.7,
 9.10, 10.2.2, 11.1.3, 12.2.2.1, 13.3, 13.5.1, 13.5.2,
 14.1, 14.2, 15.2.8, 15.4.1
Notice, Written
 2.3.1, 2.4.1, 3.3.1, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 9.7,
 9.10, 10.2.2, 10.3, 11.1.3, 11.3.6, 12.2.2.1, **13.3**, 14,
 15.2.8, 15.4.1
Notice of Claims
 3.7.4, 10.2.8, **15.1.2**, 15.4
 Notice of Testing and Inspections
 13.5.1, 13.5.2
 Observations, Contractor's
 3.2, 3.7.4
 Occupancy
 2.2.2, 9.6.6, 9.8, 11.3.1.5
 Orders, Written
 1.1.1, 2.3, 3.9.2, 7, 8.2.2, 11.3.9, 12.1, 12.2.2.1, 13.5.2,
 14.3.1
OWNER
2
Owner, Definition of
2.1.1
Owner, Information and Services Required of the
 2.1.2, **2.2**, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2,
 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.3, 13.5.1,
 13.5.2, 14.1.1.4, 14.1.4, 15.1.3

Owner's Authority
 1.5, 2.1.1, 2.3.1, 2.4.1, 3.4.2, 3.8.1, 3.12.10, 3.14.2,
 4.1.2, 4.1.3, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3,
 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.1, 9.3.2, 9.5.1, 9.6.4,
 9.9.1, 9.10.2, 10.3.2, 11.1.3, 11.3.3, 11.3.10, 12.2.2,
 12.3.1, 13.2.2, 14.3, 14.4, 15.2.7
 Owner's Financial Capability
 2.2.1, 13.2.2, 14.1.1.4
Owner's Liability Insurance
11.2
 Owner's Relationship with Subcontractors
 1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2
Owner's Right to Carry Out the Work
2.4, 14.2.2
Owner's Right to Clean Up
6.3
Owner's Right to Perform Construction and to
Award Separate Contracts
6.1
Owner's Right to Stop the Work
2.3
 Owner's Right to Suspend the Work
 14.3
 Owner's Right to Terminate the Contract
 14.2
Ownership and Use of Drawings, Specifications
and Other Instruments of Service
 1.1.1, 1.1.6, 1.1.7, **1.5**, 2.2.5, 3.2.2, 3.11.1, 3.17,
 4.2.12, 5.3.1
Partial Occupancy or Use
 9.6.6, **9.9**, 11.3.1.5
Patching, Cutting and
3.14, 6.2.5
 Patents
 3.17
Payment, Applications for
 4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1,
 14.2.3, 14.2.4, 14.4.3
Payment, Certificates for
 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1,
 9.10.3, 13.7, 14.1.1.3, 14.2.4
Payment, Failure of
 9.5.1.3, **9.7**, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2
 Payment, Final
 4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.4.1, 12.3.1,
 13.7, 14.2.4, 14.4.3
Payment Bond, Performance Bond and
 7.3.7.4, 9.6.7, 9.10.3, **11.4**
Payments, Progress
 9.3, **9.6**, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3
PAYMENTS AND COMPLETION
9
 Payments to Subcontractors
 5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2
 PCB
 10.3.1

Performance Bond and Payment Bond

7.3.7.4, 9.6.7, 9.10.3, **11.4**

Permits, Fees, Notices and Compliance with Laws

2.2.2, **3.7**, 3.13, 7.3.7.4, 10.2.2

PERSONS AND PROPERTY, PROTECTION OF 10

Polychlorinated Biphenyl

10.3.1

Product Data, Definition of

3.12.2

Product Data and Samples, Shop Drawings

3.11, **3.12**, 4.2.7

Progress and Completion

4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.3

Progress Payments

9.3, **9.6**, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3

Project, Definition of

1.1.4

Project Representatives

4.2.10

Property Insurance

10.2.5, **11.3**

PROTECTION OF PERSONS AND PROPERTY 10

Regulations and Laws

1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1, 10.2.2, 11.1, 11.4, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14, 15.2.8, 15.4

Rejection of Work

3.5, 4.2.6, 12.2.1

Releases and Waivers of Liens

9.10.2

Representations

3.2.1, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.8.2, 9.10.1

Representatives

2.1.1, 3.1.1.1, 3.9, 4.1.1, 4.2.1, 4.2.2, 4.2.10, 5.1.1, 5.1.2, 13.2.1

Responsibility for Those Performing the Work

3.3.2, 3.18, 4.2.3, 5.3.1, 6.1.3, 6.2, 6.3, 9.5.1, 10

Retainage

9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3

Review of Contract Documents and Field

Conditions by Contractor

3.2, 3.12.7, 6.1.3

Review of Contractor's Submittals by Owner and Architect

3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2

Review of Shop Drawings, Product Data and Samples by Contractor

3.12

Rights and Remedies

1.1.2, 2.3, 2.4, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.2, 12.2.4, **13.4**, 14, 15.4

Royalties, Patents and Copyrights

3.17

Rules and Notices for Arbitration

15.4.1

Safety of Persons and Property

10.2, 10.4

Safety Precautions and Programs

3.3.1, 4.2.2, 4.2.7, 5.3.1, **10.1**, 10.2, 10.4

Samples, Definition of

3.12.3

Samples, Shop Drawings, Product Data and

3.11, **3.12**, 4.2.7

Samples at the Site, Documents and

3.11

Schedule of Values

9.2, 9.3.1

Schedules, Construction

3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2

Separate Contracts and Contractors

1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2

Shop Drawings, Definition of

3.12.1

Shop Drawings, Product Data and Samples

3.11, **3.12**, 4.2.7

Site, Use of

3.13, 6.1.1, 6.2.1

Site Inspections

3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.4.2, 9.10.1, 13.5

Site Visits, Architect's

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5

Special Inspections and Testing

4.2.6, 12.2.1, 13.5

Specifications, Definition of

1.1.6

Specifications

1.1.1, **1.1.6**, 1.2.2, 1.5, 3.11, 3.12.10, 3.17, 4.2.14

Statute of Limitations

13.7, 15.4.1.1

Stopping the Work

2.3, 9.7, 10.3, 14.1

Stored Materials

6.2.1, 9.3.2, 10.2.1.2, 10.2.4

Subcontractor, Definition of

5.1.1

SUBCONTRACTORS

5

Subcontractors, Work by

1.2.2, 3.3.2, 3.12.1, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7

Subcontractual Relations

5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1

Submittals

3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.7, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3, 11.1.3

Submittal Schedule

3.10.2, 3.12.5, 4.2.7

Subrogation, Waivers of

6.1.1, **11.3.7**

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 10:06:08 on 05/07/2012 under Order No.8571613932_1 which expires on 10/25/2012, and is not for resale.

User Notes:

(1901277236)

Substantial Completion

4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, **9.8**, 9.9.1, 9.10.3, 12.2, 13.7

Substantial Completion, Definition of **9.8.1**

Substitution of Subcontractors

5.2.3, 5.2.4

Substitution of Architect

4.1.3

Substitutions of Materials

3.4.2, 3.5, 7.3.8

Sub-subcontractor, Definition of

5.1.2

Subsurface Conditions

3.7.4

Successors and Assigns

13.2

Superintendent

3.9, 10.2.6

Supervision and Construction Procedures

1.2.2, **3.3**, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.7, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.3

Surety

5.4.1.2, 9.8.5, 9.10.2, 9.10.3, 14.2.2, 15.2.7

Surety, Consent of

9.10.2, 9.10.3

Surveys

2.2.3

Suspension by the Owner for Convenience

14.3

Suspension of the Work

5.4.2, 14.3

Suspension or Termination of the Contract

5.4.1.1, 14

Taxes

3.6, 3.8.2.1, 7.3.7.4

Termination by the Contractor

14.1, 15.1.6

Termination by the Owner for Cause

5.4.1.1, **14.2**, 15.1.6

Termination by the Owner for Convenience

14.4

Termination of the Architect

4.1.3

Termination of the Contractor

14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT

14

Tests and Inspections

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

TIME

8

Time, Delays and Extensions of

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

Time Limits

2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 12.2, 13.5, 13.7, 14, 15.1.2, 15.4

Time Limits on Claims

3.7.4, 10.2.8, **13.7**, 15.1.2

Title to Work

9.3.2, 9.3.3

Transmission of Data in Digital Form

1.6

UNCOVERING AND CORRECTION OF WORK

Uncovering of Work

12.1

Unforeseen Conditions, Concealed or Unknown

3.7.4, 8.3.1, 10.3

Unit Prices

7.3.3.2, 7.3.4

Use of Documents

1.1.1, 1.5, 2.2.5, 3.12.6, 5.3

Use of Site

3.13, 6.1.1, 6.2.1

Values, Schedule of

9.2, 9.3.1

Waiver of Claims by the Architect

13.4.2

Waiver of Claims by the Contractor

9.10.5, 13.4.2, 15.1.6

Waiver of Claims by the Owner

9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.4.2, 14.2.4, 15.1.6

Waiver of Consequential Damages

14.2.4, 15.1.6

Waiver of Liens

9.10.2, 9.10.4

Waivers of Subrogation

6.1.1, **11.3.7**

Warranty

3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.4, 12.2.2, 13.7

Weather Delays

15.1.5.2

Work, Definition of

1.1.3

Written Consent

1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.4.1, 13.2, 13.4.2, 15.4.4.2

Written Interpretations

4.2.11, 4.2.12

Written Notice

2.3, 2.4, 3.3.1, 3.9, 3.12.9, 3.12.10, 5.2.1, 8.2.2, 9.7, 9.10, 10.2.2, 10.3, 11.1.3, 12.2.2, 12.2.4, **13.3**, 14, 15.4.1

Written Orders

1.1.1, 2.3, 3.9, 7, 8.2.2, 12.1, 12.2, 13.5.2, 14.3.1, 15.1.2

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

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

§ 1.1.2 THE CONTRACT

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

§ 1.1.3 THE WORK

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

§ 1.1.4 THE PROJECT

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

§ 1.1.5 THE DRAWINGS

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

§ 1.1.6 THE SPECIFICATIONS

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

§ 1.1.7 INSTRUMENTS OF SERVICE

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

§ 1.1.8 INITIAL DECISION MAKER

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

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

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

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

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

§ 1.3 CAPITALIZATION

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

§ 1.4 INTERPRETATION

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

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

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

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

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

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

ARTICLE 2 OWNER

§ 2.1 GENERAL

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

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

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the

portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

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

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

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

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

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

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

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

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

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

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

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

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

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

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

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

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

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

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

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

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

§ 3.4 LABOR AND MATERIALS

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

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

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

§ 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

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

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

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

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

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

§ 3.8 ALLOWANCES

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 SUPERINTENDENT

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

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

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

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

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

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

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

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

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

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

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

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

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

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

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

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

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and

completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

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

§ 3.14 CUTTING AND PATCHING

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

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

§ 3.15 CLEANING UP

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

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

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

§ 3.18 INDEMNIFICATION

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

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

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

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

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

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

§ 4.2 ADMINISTRATION OF THE CONTRACT

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

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

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

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

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

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

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

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

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

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

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

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

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

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

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

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

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

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

§ 5.3 SUBCONTRACTUAL RELATIONS

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

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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

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

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the

Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

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

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

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

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

§ 6.3 OWNER'S RIGHT TO CLEAN UP

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

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

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

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

§ 7.2 CHANGE ORDERS

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

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

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

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

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

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

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

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

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

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount

for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

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

§ 7.4 MINOR CHANGES IN THE WORK

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

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

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

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

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

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

§ 8.2 PROGRESS AND COMPLETION

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

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

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

§ 8.3 DELAYS AND EXTENSIONS OF TIME

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

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

§ 9.2 SCHEDULE OF VALUES

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

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

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

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

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or

encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

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

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

§ 9.6 PROGRESS PAYMENTS

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

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

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

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

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

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

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

§ 9.7 FAILURE OF PAYMENT

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

§ 9.8 SUBSTANTIAL COMPLETION

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

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

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

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

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

§ 9.9 PARTIAL OCCUPANCY OR USE

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

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

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

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

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

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

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

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

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

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

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

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

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

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

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

§ 10.3 HAZARDOUS MATERIALS

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

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

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

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

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

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

§ 10.4 EMERGENCIES

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

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

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

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

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

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

§ 11.2 OWNER'S LIABILITY INSURANCE

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

§ 11.3 PROPERTY INSURANCE

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

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

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

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

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

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

§ 11.3.2 BOILER AND MACHINERY INSURANCE

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

§ 11.3.3 LOSS OF USE INSURANCE

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

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

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment

property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

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

§ 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

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

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

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

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

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

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

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

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

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

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

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

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

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

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

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

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

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

§ 13.2 SUCCESSORS AND ASSIGNS

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

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

§ 13.3 WRITTEN NOTICE

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

§ 13.4 RIGHTS AND REMEDIES

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

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

§ 13.5 TESTS AND INSPECTIONS

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

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

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by

such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

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

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

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

§ 13.6 INTEREST

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

§ 13.7 TIME LIMITS ON CLAIMS

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

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

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

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

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

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

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

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

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

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

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

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

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

§ 15.1.2 NOTICE OF CLAIMS

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

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

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

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

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

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

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

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

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

§ 15.2 INITIAL DECISION

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

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

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

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

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

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

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

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

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

§ 15.3 MEDIATION

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

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

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

§ 15.4 ARBITRATION

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

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

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 CONSOLIDATION OR JOINDER

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

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

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.

Additions and Deletions Report for **AIA[®] Document A201[™] – 2007**

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:06:08 on 05/07/2012.

PAGE 1

Essex County
Little Whiteface Ski Patrol Building Renovations
AES Project No. 3760

...

Essex County
7551 Court Street, PO Box 217
Elizabethtown, NY 12932

...

(Name, legal status and address)
Architecture, Engineering, and Land Surveying Northeast, PLLC
10-12 City Hall Place
Plattsburgh, New York 12901

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:06:08 on 05/07/2012 under Order No. 8571613932_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2007, General Conditions of the Contract for Construction, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

ESSEX COUNTY
GOVERNMENT CENTER
ROOF REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

DOCUMENT 007313

SUPPLEMENTARY CONDITIONS

1.1 SUMMARY

- A. Document Includes:
 - 1. Supplementary Conditions.
- B. Related Documents:
 - 1. Document Agreement.
 - 2. Essex County General Requirements for Procurement Contracts.

1.2 SUPPLEMENTARY CONDITIONS

- A. These Supplementary Conditions modify the General Conditions of the Contract for Construction and other provisions of the Contract Documents as indicated below. All provisions which are not so modified remain in full force and effect.
- B. The terms used in these Supplementary Conditions which are defined in the General Conditions of the Contract for Construction have the meanings assigned to them in the General Conditions.

ARTICLE 1.1 - BASIC DEFINITIONS

Add the following subparagraphs:

- 1.1.8 Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.
- 1.1.9 Furnish: To supply and deliver, unload, inspect for damage.
- 1.1.10 Install: To unpack, assemble, erect, apply, place, finish, cure, protect, clean, and make ready for use.
- 1.1.11 Provide: To furnish and install.

ARTICLE 1.2 - CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

Add the following subparagraph:

- 1.2.4 General Requirements govern the execution of the work of all sections of the specifications.

ARTICLE 3.6 - TAXES

Add the following subparagraph:

ESSEX COUNTY
GOVERNMENT CENTER
ROOF REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

- 3.6.2 The owner is exempt from payment of sales and compensating use of the State of New York and of cities, counties and other subdivisions of the State, of materials sold to it pursuant to the provisions of the Contract. Those taxes are not to be included in bids.
- 3.6.3 Contractor's purchases of tangible personal property which does not become an integral part of the exempt organization's real property, and are consumed by the Contractor as well as purchases of taxable services are subject to tax.

ARTICLE 7.3 - CONSTRUCTION CHANGE DIRECTIVES

- 7.1.4 The Agreement identifies the overhead and profit fees applicable to Changes in the Work, whether additions to or deductions from the Work on which the Contract Sum is based and identifies the fees for subcontract work for changes (both additions and deductions) in the Work. The Contractor shall apply fees as noted, to the Subcontractor's gross (net plus fee) costs on additional work.

ARTICLE 8 - TIME

Add the following subparagraph:

- 8.1.5 Contract Time is identified in Document 02113 - Instructions to Bidders and Document 004113 - Bid Form - Stipulated Sum.

ARTICLE 9 - PAYMENTS AND COMPLETION

Add the following paragraphs:

- 9.11 Liquidated Damages
- 9.11.1 Liquidated damages in the amount of \$500.00 per calendar day shall accrue to the Owner after Substantial Completion, for late completion of the Work, after Contract Time has expired.

ARTICLE 11.1 - CONTRACTOR'S LIABILITY INSURANCE

See Essex County Standard Requirements for Insurance on Public Works Projects (Appendix A).

ARTICLE 11.5 - PERFORMANCE BOND AND PAYMENT BOND

Add the following subparagraphs:

- 11.5.3 The Contractor shall furnish bonds to the Owner in the following amounts:
- .1 Furnish a 100 percent Performance Bond on a standard surety bond form.
 - .2 Furnish a 100 percent Payment Bond on a standard surety bond form.

END OF DOCUMENT

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

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

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:

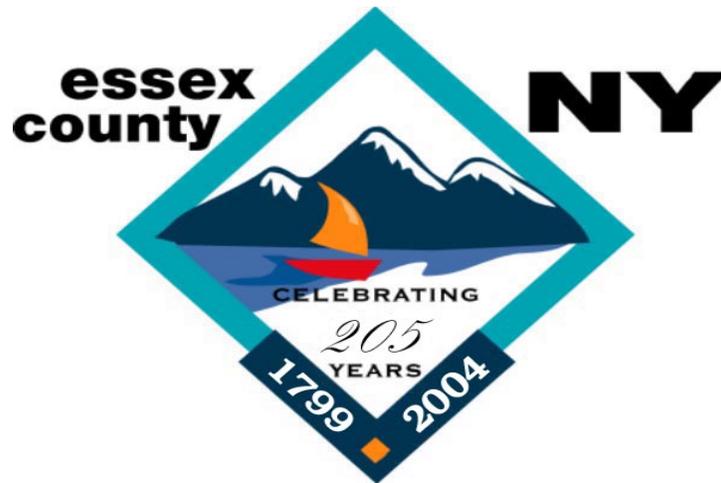
1. Releasor is/was a subcontractor/supplier to the Contractor above-named relative to the above-referenced Project pursuant to a contract or other relationship for the performing and/or furnishing of work, labor, services, materials and/or equipment at the Project site or to be incorporated in said Project.

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.

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.

TABLE OF CONTENTS

PART I

Page

General Provisions

1.	Applicability	5
2.	Governing Law	5
3.	Appendix A / Insurance	5
4.	Ethics Compliance	5
5.	Conflict of Clauses.....	5
6.	Definition.	5

Bid Submission

7.	Bid Language & Currency.....	8
8.	Bid Opening	8
9.	Bid Submission	8
10.	Facsimile Submissions.....	8
11.	Authentication of Facsimile Bids.....	9
12.	Late Bids.	9
13.	Bid Contents	9
14.	Extraneous Terms	10
15.	Confidential/Trade Secret Materials	10
16.	Prevailing Wage Rates	10
17.	Taxes	12
18.	Expenses Prior to Award	12
19.	Advertising Bid Results	12
20.	Product References.....	12
21.	Recycled/Recovered Materials	12
22.	Products Manufactured in Public Institutions	13
23.	Pricing	13
24.	Drawings	13
25.	Site Inspection	14
26.	Samples	14
27.	Addenda/Interpretation	15

Bid Evaluation

28.	Bid Evaluation	15
29.	Conditional Bid	15
30.	Clarification/Revisions	16
31.	Prompt Payment Discounts	16
32.	Equivalent or Identical Bids	16
33.	Performance Qualifications	16
34.	Disqualification for Past Performance	16
35.	Quantity Changes Prior to Award	16
36.	Release of Bid Evaluation Materials	16
37.	Time Frame for Offers	16

Terms & Conditions

38.	Contract Creation/Execution	17
39.	Compliance With Laws, Etc.	17

40.	Modification of Terms	17
41.	Scope Changes	17
42.	Estimated Quantity Contracts	17
43.	Best Pricing Offer	18
44.	Purchase Orders	18
45.	Product Delivery	18
46.	Saturday & Holiday Deliveries	19
47.	Shipping/Receipt of Product	19
48.	Title & Risk of Loss	19
49.	Re-Weighing Product	19
50.	Product Substitution.....	20
51.	Rejected Product	20
52.	Installation	20
53.	Repaired or Replaced Product/Components	20
54.	On-Site Storage	20
55.	Employees/Subcontractors/Agents	20
56.	Assignment/Subcontractors	20
57.	Performance/Bid Bond	21
58.	Stop/Suspension of Work	21
59.	Cancellation	21
60.	Force Majeure	21
61.	Contract Billings	22
62.	Default – Authorized User	22
63.	Interest on Late Payments	22
64.	Remedies for Breach	23
65.	Assignment of Claim	23
66.	Toxic Substances	24
67.	Independent Contractor	24
68.	Security/Confidential	24
69.	Cooperation With Third Parties	24
70.	Contract Terms – Extension	24
71.	Warranties/Guarantees	24

PART II
Software/Technology
General Provisions

72.	Applicability	26
73.	Definitions – Part II	26

Terms & Conditions

74.	Software License Grant	27
75.	Enterprise License Option for Software	29
76.	Product Acceptance	31
77.	Audit of Licensed Product Usage	31
78.	Ownership/Title to Custom Products or Programming	32
79.	Proof of License	33
80.	Product Version	33
81.	Migration to Centralized Contract	33
82.	Notice of Product Discontinuance	33
83.	Reinstatement of Maintenance	33

84.	No Hard-stop/Passive License Monitoring	33
85.	Additional Warranties/Guarantees	34
86.	Indemnification	34
87.	Source Code Escrow for Licensed Products	34

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.

ESSEX COUNTY
GOVERNMENT CENTER
ROOF REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

DOCUMENT 009100

NYS PREVAILING WAGE RATE

PRC #2014005703



Andrew M. Cuomo, Governor

Peter M. Rivera, Commissioner

Essex County
David Whitford, Principal Architect
AES Northeast
10-12 City Hall Place
Plattsburgh NY 12901

Schedule Year 2013 through 2014
Date Requested 06/23/2014
PRC# 2014005703

Location Essex County Government Center
Project ID# Project No. 4214
Project Type Essex County Government Center Roof Replacement

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 NYS DOL 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
David Whitford, Principal Architect
AES Northeast
10-12 City Hall Place
Plattsburgh NY 12901

Schedule Year 2013 through 2014
Date Requested 06/23/2014
PRC# 2014005703

Location Essex County Government Center
Project ID# Project No. 4214
Project Type Essex County Government Center Roof Replacement

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 .

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	Partial 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	Partial 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, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming		<input type="checkbox"/>
Glazier	660	Allegany, Cattaraugus, Chautauqua, 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 **06/01/2014**

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		
Journeymen	\$ 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 **06/01/2014**

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

06/01/2014

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*
--	----------	----------

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

06/01/2014

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

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

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

06/01/2014

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

06/01/2014

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

06/01/2014

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 **06/01/2014**

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

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

1-40

Ironworker **06/01/2014**

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
Ornamental	\$ 28.50	\$ 29.05
Reinforcing	28.50	29.05
Rodman	28.50	29.05
Structural & Precast	28.50	29.05
Mover/Rigger	28.50	29.05
Fence Erector	28.50	29.05
Stone Derrickman	28.50	29.05
Sheeter	28.75	29.30
Curtain Wall Installer	28.50	29.05

Metal Window Installer 28.50 29.05

SUPPLEMENTAL BENEFITS

Per hour worked

JOURNEYMAN \$ 24.06 \$ 25.06

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	05/01/2014
1st year	\$ 16.00	\$ 16.00
2nd year	18.00	18.00
3rd year	20.00	20.00
4th year	22.00	22.00
Supplemental Benefits per hour worked		
1st year	\$ 9.50	\$ 10.00
2nd year	18.53	19.38
3rd year	19.82	20.72
4th year	21.11	22.06

1-12

Laborer - Building

06/01/2014

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
Group # A	\$ 20.48	Additional \$ 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

06/01/2014

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, Gunite, 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

06/01/2014

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 70%	1334-2666 Hrs 80%	2667-4000 Hrs 90%
-------------------	----------------------	----------------------

Supplements per hour worked
 Apprentices \$ 18.33

1-186T

Lineman Electrician

06/01/2014

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

06/01/2014

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 06/01/2014

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, Schoenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Warren, Washington, Wayne, Wyoming, Yates

WAGES

Lineman/Technician shall perform all overhead aerial work and make all electrical connections.

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

A flagger's duties shall consist of traffic control only.

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	\$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.
 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

06/01/2014

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

06/01/2014

JOB DESCRIPTION Mason - Building

DISTRICT 1

ENTIRE COUNTIES

Clinton, Essex, Franklin

PARTIAL COUNTIES

Warren: Only the Townships of Chester, Hague, Horicon and Johnsbury.

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

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

06/01/2014

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

06/01/2014

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

06/01/2014

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

06/01/2014

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.

Additional \$2.50 per hour if work requires Personal Protective Equipment for hazardous waste site activities with a level C or over rating.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 23.12 \$ 23.87

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

06/01/2014

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, Gunit Machine, Hammers (Hydraulic self-propelled), Hydra-Spiker (ride-on), Hydraulic Pump (jacking system), Hydro-Blaster (Water), Mulching Machine, Oiler, Parapet Concrete or Pavement Grinder, Post Hole Digger and Post Driver, Power Broom (towed), Power Heaterman, Power Sweeper, Revinius Widener, Roller (Grade and Fill), Scarifier (ride-on), Shell Winder, Skid steer loader (Bobcat or similar), Span-Saw (ride-on), Steam Cleaner, Tamper (ride-on), Tie Extractor (ride-on), Tie Handler (ride-on), Tie Inserter (ride-on), Tie Spacer (ride-on), Tire Repair, Track Liner (ride-on), Tractor, Tractor (with towed accessories), Vibratory Compactor, Vibro Tamp, Well Point, and the following hands-off equipment: Compressors, Dust Collectors, Generators, Pumps, Welding Machines, Light Plants and Heaters

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

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

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

06/01/2014

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, Lead Dredgeman	\$ 32.89
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, Tug Operator(over1000hp), OperatorII, Fill Placer, Derrick Operator, Engineer, Chief Mate, Electrician, Chief Welder, Maintenance Engineer	\$ 28.49
Certified Welder, Boat Operator(licensed)	\$ 26.84
CLASS C Drag Barge Operator, Steward, Mate, Assistant Fill Placer, Welder (please add)\$ 0.06	\$ 26.14
Boat Operator	\$ 25.29
CLASS D Shoreman, Deckhand, Rodman, Scowman, Cook, Messman, Porter/Janitor Oiler(please add)\$ 0.09	\$ 21.09

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

06/01/2014

JOB DESCRIPTION Operating Engineer - Survey Crew
ENTIRE COUNTIES

DISTRICT 6

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

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

6-545 D.H.H.

Operating Engineer - Survey Crew - Consulting Engineer

06/01/2014

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:	07/01/2013	07/01/2014	07/01/2015
	\$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

06/01/2014

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; Revinius 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

5-832TL.

Painter

06/01/2014

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**

(*)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

06/01/2014

JOB DESCRIPTION Painter - Bridge & Structural Steel

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per Hour Worked:

STEEL:

Bridge Painting: 07/01/2013 10/01/2013

From May 1st to Nov. 15th -

Hourly Rate up to 40 hours \$ 52.13* \$ 52.38*

Hourly Rate after 40 hours \$ 47.00 \$ 47.00

From Nov. 16th to April 30th -		
Hourly Rate up to 50 hours	\$ 52.13	\$ 52.38
Hourly Rate after 50 hours	\$ 47.00	\$ 47.00

* EXCEPTION: During the period of May 1st to November 15th, 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.

NOTE: All premium wages are to be calculated on \$47.00 per hour only.

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:

Journeyworker:	07/01/2013	10/01/2013
From May 1st to Nov. 15th -		
Hourly Rate up to 40 hours	\$ 27.05*	\$ 28.30*
Hourly Rate after 40 hours	\$ 6.75	\$ 7.50
From Nov. 16th to April 30th -		
Hourly Rate up to 50 hours	\$ 27.05	\$ 28.30
Hourly Rate after 50 hours	\$ 6.75	\$ 7.50

* EXCEPTION: During the period of May 1st to November 15th, 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.

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

8-DC-9/806/155-BrSS

Painter - Line Striping **06/01/2014**

JOB DESCRIPTION Painter - Line Striping

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour:

Painter (Striping-Highway):	07/01/2013
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

8-1456-LS

Painter - Metal Polisher

06/01/2014

JOB DESCRIPTION Painter - Metal Polisher

DISTRICT 8

ENTIRE COUNTIES

Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, 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

8-8A/28A-MP

Plumber

06/01/2014

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

06/01/2014

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
Pitch & Asbestos

\$ 27.45
29.45

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman

\$ 14.52

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
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

06/01/2014

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

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

Sprinkler Fitter

06/01/2014

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, 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

1-669

Teamster - Building

06/01/2014

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:

Group #1	\$ 19.64	\$ 20.59
Group #2	19.64	20.59
Group #3	19.74	20.69
Group #4	19.90	20.85

SUPPLEMENTAL BENEFITS

Per hour worked:

All groups	\$ 20.81	\$ 21.66
------------	----------	----------

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

06/01/2014

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:		
Group #1	\$ 22.40	\$ 23.22
Group #2	22.62	23.44

Additional \$1.50 per hr for hazardous waste removal work on a City, County, and/or Federal Designated waste site and regulations require employee to use or wear respiratory protection. For work bid on or after April 1, 1982 there shall be a 12 month carryover of the negotiated rate in effect at the time of the bid.

SUPPLEMENTAL BENEFITS

Per hour worked:

All classes	\$ 22.39	\$ 23.37
-------------	----------	----------

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

06/01/2014

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 06/17/2014

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	****4486	ABBEY 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	****8018	ACCURATE MECHANICAL LLC		9547 BUSTLETON AVENUE PHILADELPHIA PA 19115	02/05/2014	02/05/2019
DOL	DOL		ACCURATE MECHANICAL OF PHILADELPHIA LLC		9547 BUSTLETON AVENUE PHILADELPHIA PA 19115	02/05/2014	02/05/2019
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	NYC		ADRIANA SELA	C/O COLONIAL ROOFING COMPANY INC	247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
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 STREET ASTORIA NY 11105	06/27/2011	06/27/2016
DOL	DOL		ALISHER KARIMOV		C/O AGG MASONRY INC 7105 3RD AVENUE BROOKLYN NY 11209	03/19/2013	03/19/2018
DOL	DOL	****8740	ALLSTATE ENVIRONMENTAL CORP		C/O JOSE MONTAS 27 BUTLER PLACE YONKERS 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 44/55 MODENA 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 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	****3219	APOLLO CONSTRUCTION SERVICES CORP	APOLLO PAINTING CO	157 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/14/2019

NYS DOL Bureau of Public Work Debarment List 06/17/2014

Article 8

DOL	DOL		APOLLO PAINTING CO		157 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	****3295	APOLLO PAINTING CORP		3 ALAN B SHEPART PLACE YONKERS NY 10705	03/12/2014	03/12/2019
DOL	AG	****0194	APPLIED CONSTRUCTION INC		46 RUGBY ROAD WESTBURY NY 11590	11/20/2013	11/20/2018
DOL	NYC	****8403	AQUA JET PAINTING CORP		10 VIKING DRIVE WEST ISLIP NY 11795	04/16/2014	04/16/2019
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		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	NYC	****9172	CASSIDY EXCAVATING INC		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	05/15/2019
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	NYC		CHARLES CASSIDY JR		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	05/15/2019
DOL	DOL		CHARLES OKRASKI		67 WARD ROAD SALT POINT NY 12578	01/21/2011	01/21/2016

NYSDOL Bureau of Public Work Debarment List 06/17/2014

Article 8

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
DOL	DOL		CHRIST R PAPAS		C/O TRAC CONSTRUCTION INC 9091 ERIE ROADANGOLA NY 14006	02/03/2011	02/03/2016
DOL	DOL		CHRISTOF PREZBYL		2 TINA LANE HOPEWELL JUNCTION NY 12533	01/06/2012	01/06/2017
DOL	DOL		CITY GENERAL BUILDERS INC		131 MELROSE STREET BROOKLYN NY 11206	03/02/2010	03/02/2015
DOL	DOL	****7086	CITY GENERAL IRON WORKS INC		131 MELROSE STREET BROOKLYN NY 11206	03/02/2010	03/02/2015
DOL	DOL	****3360	CITY LIMITS GROUP INC		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	01/07/2019
DOL	NYC	****1768	COFIRE PAVING CORPORATION		120-30 28TH AVENUE FLUSHING NY 11354	01/14/2011	01/14/2016
DOL	NYC	****2905	COLONIAL ROOFING COMPANY INC		247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
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	****2703	CONKLIN'S TECH- MECHANICAL INC		5 PARKER AVENUE POUGHKEEPSIE NY 12601	03/25/2014	03/25/2019
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		DEAN ROBBINS III		212 OXFORD WAY SCHENECTADY NY 12309	12/11/2012	09/16/2018
DOL	NYC	****3865	DECOMA BUILDING CORPORATION		134 EVERGREEN PL/STE 101 EAST ORANGE NJ 07018	12/30/2013	12/30/2018
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	****9252	DI BERNARDO TILE AND MARBLE CO INC		15 WALKER WAY ALBANY NY 12205	03/21/2014	03/21/2019
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 AVENUEPORT WASHINGTON NY 11050	09/24/2012	09/24/2017

NYS DOL Bureau of Public Work Debarment List 06/17/2014

Article 8

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	ECO 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
DOL	DOL		EDWARD L GAUTHIER		C/O IMPERIAL MASONRY REST 141 ARGONNE DRIVEKENMORE NY 14217	10/03/2012	10/03/2017
DOL	NYC		EDWARD MENKEN		C/O AQUA JET PAINTING 10 VIKING DRIVEWEST ISLIP NY 11795	04/16/2014	04/16/2019
DOL	NYC	*****0900	EF PRO CONTRACTING INC		147 BROOME AVENUE ATLANTIC BEACH NY 11509	03/03/2014	03/03/2019
DOL	NYC		EFSTRATIOS BERNARDIS		23-73 48TH STREET LONG ISLAND CITY NY 11103	04/24/2014	04/24/2019
DOL	NYC	*****6260	EL TREBOL SPECIAL CLEANING INC		95-26 76TH STREET OZONE PARK NY 11416	10/12/2011	10/12/2016
DOL	DOL		ELIZABETH RAMADANI		C/O RAMADA CONSTRUCTION 80 SAVO LOOPSTATEN ISLAND NY 10309	01/07/2014	01/07/2019
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	AG		EMILIO FRANZA		90 JUNIUS STREET BROOKLYN NY 11212	01/23/2014	01/23/2019
DOL	DOL		EMPIRE CONCRETE SERVICES LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL	*****0511	EMPIRE CONCRETE SYSTEMS LLC		101 SULLYS TRAIL/ SUITE 2 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL	*****2353	EMPIRE CONSTRUCTORS LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL		EMPIRE PRECAST LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
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 BARVERNE NY 11692	02/05/2013	02/05/2018
DOL	DOL		ESTEVEES & FRAGA CONSTRUCTION CO INC		986 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		ESTEVEES & 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	NYC		EVERTON CARLESS		134 EVERGREEN PL/STE 101 EAST ORANGE NJ 07018	12/30/2013	12/30/2018
DOL	DOL		F KALAFATIS		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	01/07/2019
DOL	DOL		FANTASTIC PAINTING		493 LANSING ROAD FULTONVILLE NY 12072	11/18/2013	11/18/2018
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	DOL		FRAN MICELI		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	01/07/2019
DOL	DOL		FRANCES KALAFATIS		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	01/07/2019
DOL	DOL		FRANCES KALAFATIS-MICELI		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	01/07/2019

NYS DOL Bureau of Public Work Debarment List 06/17/2014

Article 8

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	02/03/2019
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		G FUCCI CONSTRUCTION SERVICES		3 ALAN B SHEPARD PLACE YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****6767	G FUCCI PAINTING INC		C/O SPIEGEL & UTRERA 1 MAIDEN LANE - 5TH FL NEW YORK NY 10038	03/12/2014	03/12/2019
DOL	DOL		GARDEN STATE PAINTING		157 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
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	DOL		GEORGE DI BERNARDO		C/O DI BERNARDO TILE 15 WALKER WAY ALBANY NY 12205	03/21/2014	03/21/2019
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 ROAD ROCHESTER 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
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		GREGORY A FUCCI		C/O PAF PAINTING SERVICES 157 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GREGORY FUCCI JR		C/O APOLLO CONSTRUCTION 157 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
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 ROAD MONTGOMERY NY 12549	04/19/2012	04/19/2017

NYS DOL Bureau of Public Work Debarment List 06/17/2014

Article 8

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	AG		HARVINDER SINGH PAUL		90 JUNIUS STREET BROOKLYN NY 11212	01/23/2014	01/23/2019
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	****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		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	03/21/2019
DOL	DOL	****1584	J M TRI STATE TRUCKING INC		140 ARMSTRONG AVENUE SYRACUSE NY 13209	10/21/2009	10/21/2014
DOL	DOL	****3478	J N P CONSTRUCTION CORP		50 LOUIS COURT P O BOX 1907SOUTH HACKENSACK NY 07606	03/21/2014	03/21/2019
DOL	DOL		J N RICH LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
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 BOYCE		C/O EMPIRE CONCRETE SYST 101 SULLYS TRAIL/SUITE 20PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL		JAMES SICKAU		3090 SHIRLEY ROAD NORTH COLLINS NY 14111	04/19/2011	12/30/2016
DOL	DOL		JAMES WALSH		89 EDISON AVENUE MOUNT VERNON NY 10550	10/28/2011	10/28/2016
DOL	DOL		JASON M RICH		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
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	NYC		JEFFREY CASSIDY		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	05/15/2019
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

NYS DOL Bureau of Public Work Debarment List 06/17/2014

Article 8

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		JOSHUA DEBOWSKY		9547 BUSTLETON AVENUE PHILADELPHIA PA 19115	02/05/2014	02/05/2019
DOL	DOL		JOYA MUSCOLINO		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	DOL	*****4340	JUBCO SITE DEVELOPMENT LLC		462 LAKEVIEW AVENUE VALHALLA NY 10595	12/16/2013	12/16/2018
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	NYC		KATHLEEN SELA	C/O COLONIAL ROOFING COMPANY INC	247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	DOL		KEITH SCHEPIS		C/O KJS HAULING AND HOME 95 MAPLE AVENUE NEW 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
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

NYS DOL Bureau of Public Work Debarment List 06/17/2014

Article 8

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 KENNEDY 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		LAWRENCE J RUGGLES		P O BOX 371 ROUND LAKE NY 12151	05/12/2014	05/12/2019
DOL	DOL	****0597	LEED INDUSTRIES CORP	HI-TECH CONTRACTING CORP	114 PEARL 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	AG		LEONID FRIDMAN		APT 5 200 BRIGHTON, 15TH ST BROOKLYN NY 11235	01/23/2013	01/23/2019
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	****4638	MATSOS CONTRACTING CORPORATION		12-14 UTOPIA PARKWAY WHITESTONE NY 11357	02/10/2010	02/10/2015
DOL	AG	****9970	MAY CONSTRUCTION CO INC		700 SUMMER STREET STAMFORD CT	11/24/2009	11/24/2014
DOL	DOL	****9857	MBL CONTRACTING CORPORATION		2620 ST RAYMOND AVENUE BRONX NY 10461	08/30/2011	08/30/2016
DOL	DOL		MCI CONSTRUCTION INC		975 OLD MEDFORD AVENUE FARMINGDALE NY 11738	08/24/2009	08/24/2014
DOL	DOL	****9028	MCINTOSH INTERIORS LLC		8531 AVENUE B BROOKLYN NY 11236	02/05/2013	02/05/2018

NYS DOL Bureau of Public Work Debarment List 06/17/2014

Article 8

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	02/03/2019
DOL	DOL	****0327	MERCANDO INDUSTRIES LLC		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	02/03/2019
DOL	NYC	****5330	METRO DUCT SYSTEMS INC		12-19 ASTORIA BOULEVARD LONG ISLAND CITY NY 11102	04/16/2014	04/16/2019
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 CONSTRUCTION	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	AG		MOHAMMAD RIAZ		46 RUGBY ROAD WESTBURY NY 11590	11/20/2013	11/20/2018
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 GLENS FALLS NY 12801	05/23/2013	05/23/2018
DOL	NYC		NICHOLAS PROVENZANO		147 BROOME AVENUE ATLANTIC BEACH NY 11509	03/03/2014	03/03/2019
DOL	NYC		NICHOLAS PROVENZANO		147 BROOME AVENUE ATLANTIC BEACH NY 11509	03/03/2014	03/03/2019
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 GLENS FALLS NY 12801	05/23/2013	05/23/2018

NYSDOL Bureau of Public Work Debarment List 06/17/2014

Article 8

DOL	DOL		NJ DEGREGORY & SONS CONSTRUCTION		1698 ROUTE 9 GLENS 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
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	NYC	****8337	OPTIMUM CONSTRUCTION INC		23-73 48TH STREET LONG ISLAND CITY NY 11103	04/24/2014	04/24/2019
DOL	NYC		ORSON ARROYO		C/O METRO DUCT SYSTEMS 12-19 ASTORIA BOULEVARDLONG ISLAND CITY NY 11102	04/16/2014	04/16/2019
DOL	DOL	****4546	PAF PAINTING CORP		161 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	****5242	PAF PAINTING SERVICES INC	GARDEN STATE PAINTING	157 TIBBETTS ROAD YONKERS NY 10103	03/12/2014	03/12/2019
DOL	DOL		PAF PAINTING SERVICES OF WESTCHESTER INC		C/O SPIEGEL & UTRERA 1 MAIDEN LANE - 5TH FLNEW YORK NY 10038	03/12/2014	03/12/2019
DOL	DOL	****5226	PASCARELLA & SONS		459 EVERDALE AVENUE WEST ISLIP NY 11759	01/10/2010	01/10/2015
DOL	DOL	****8802	PAT'S HEATING AND AIR CONDITIONING LTD		P O BOX 371 ROUND LAKE NY 12151	05/12/2014	05/12/2019
DOL	DOL		PATRICIA M RUGGLES		P O BOX 371 ROUND LAKE NY 12151	05/12/2014	05/12/2019
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 2222ALBANY NY 12201	03/09/2010	03/09/2015
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	****0015	RAMADA CONSTRUCTION CORP		80 SAVO LOOP STATEN ISLAND NY 10309	01/07/2014	01/07/2019
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	NYC		RAYMOND PEARSON		P O BOX 957 PORT JEFFERSON STA NY 11776	03/12/2014	03/12/2019
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	03/21/2019
DOL	DOL		RHINO CONCRETE LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	NYC	****6978	RISINGTECH INC		243-03 137TH AVENUE ROSEDALE NY 11422	03/25/2010	03/25/2015
DOL	DOL		ROBBYE BISSEsar		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	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

NYS DOL Bureau of Public Work Debarment List 06/17/2014

Article 8

DOL	DOL		ROCCO ESPOSITO		C/O ROCMAR CONTRACTING CO 620 COMMERCE STREET THORNWOOD 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
DOL	DOL	****2585	S B WATERPROOFING INC		SUITE #3R 2167 CONEY ISLAND AVENUEBROOKLYN 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 CONSTRUCTION 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 CONSTRUCTION COMPANY	128A NORTH STAMFORD ROAD STAMFORD CT 06903	05/23/2013	05/23/2018
DOL	DOL		SEAN BURBAGE	C/O SEAN BURBAGE CORP	445 ROOSA GAP ROAD BLOOMINGBURG NY 12721	04/14/2014	04/14/2019
DOL	DOL	****6586	SEAN BURBAGE CORP		445 ROOSA GAP ROAD BLOOMINGBURG NY 12721	04/14/2014	04/14/2019
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		SHAFIQL 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	****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

NYSDOL Bureau of Public Work Debarment List 06/17/2014

Article 8

DOL	DOL		STEFANIE MCKENNA		30 MIDLAND AVENUE WALLINGTON NJ 07057	11/05/2010	11/05/2015
DOL	DOL		STEPHEN BIANCHI		462 LAKEVIEW AVENUE VALHALLA NY 10595	12/16/2013	12/16/2018
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		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		TECH-MECHANICAL FAB DC INC		5 PARKER AVENUE POUGHKEEPSIE NY 12601	03/25/2014	03/25/2019
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
DOL	DOL	****9243	THE WELCOME MAT PROPERTY MANAGEMENT LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL		THEONI ATHANASIADIS		C/O SEVEN STAR ELECTRICAL 23-24 STEINWAY STREETASTORIA NY 11105	06/27/2011	06/27/2016
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	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	AG	****6490	UNIVERSAL STEEL FABRICATORS INC		90 JUNIUS STREET BROOKLYN NY 11212	01/23/2014	01/23/2019
DOL	NYC	****7174	V&R CONTRACTING		P O BOX 957 PORT JEFFERSON STA NY 11776	03/12/2014	03/12/2019

NYS DOL Bureau of Public Work Debarment List 06/17/2014

Article 8

DOL	DOL	****1504	VALLEY VIEW LANDSCAPING AND SITE DEVELOPMENT LLC		470 AURORA STREET LANDSCASTER NY 14086	10/29/2009	10/29/2014
DOL	DOL	****0854	VANESSA CONSTRUCTION INC		588 MEACHAM AVE/STE 103 ELMONT NY 11003	08/24/2010	08/24/2015
DOL	NYC		VEAP SELA	C/O COLONIAL ROOFING COMPANY INC	247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	DOL	****3270	VEZANDIO CONTRACTING CORP		530 BEECH STREET NEW HYDE PARK NY 11040	07/02/2012	07/02/2017
DOL	NYC		VICK CONSTRUCTION		21 DAREWOOD LANE VALLEY STREAM NY 11581	12/31/2013	12/31/2018
DOL	NYC		VICKRAM MANGRU	VICK CONSTRUCTION	21 DAREWOOD LANE VALLEY STREAM NY 11581	12/31/2013	12/31/2018
DOL	NYC		VINCENT PIZZITOLA		P O BOX 957 PORT JEFFERSON STA NY 11776	03/12/2014	03/12/2019
DOL	NYC	****9936	VISHAL CONSTRUCTION INC		73-12 35TH AVE - APT F63 JACKSON HEIGHTS NY 11272	03/04/2010	03/04/2015
DOL	DOL		WASSIM ISSA		470 AURORA STREET LANDSCASTER NY 14086	10/29/2009	10/29/2014
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 CONKLIN		5 PARKER AVENUE POUGHKEEPSIE NY 12601	03/25/2014	03/25/2019
DOL	DOL		WILLIAM MAZZELLA		134 MURRAY AVENUE YONKERS NY 10704	02/03/2014	02/03/2019
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 7 BROOKLYN NY 11229	09/24/2012	09/24/2017

ESSEX COUNTY
GOVERNMENT CENTER
ROOF REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

SECTION 011000

SUMMARY

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Contract description.
- B. Contractor's use of site and premises.
- C. Work sequence.
- D. Owner occupancy.

1.2 CONTRACT DESCRIPTION

- A. Work of the Project includes roof replacement at the Essex County Government Center Building. The work will be constructed by a single Prime Contract.

1.3 CONTRACTOR'S USE OF SITE AND PREMISES

- A. Limit use of Site and premises to allow:
 - 1. Owner occupancy.
 - 2. Work by Owner.
 - 3. Work by Others.
 - 4. Use of Site and premises by the public.
- B. Access to Site: Shall be limited to areas designated by the Owner and Architect/Engineer.
- C. All exits shall be maintained at all times.
- D. Construction Operations.
 - 1. Noisy and Disruptive Operations (such as Use of Jack Hammers and Other Noisy Equipment): Not allowed in close proximity to existing building during regular hours of operation. Coordinate and schedule such operations with Owner to minimize disruptions.
- E. Time Restrictions for Performing Interior and Exterior Work: Shall be coordinated and scheduled with Owner.
- F. Utility Outages and Shutdown:
 - 1. Coordinate and schedule utility outages with Owner.
 - 2. Outages: Allowed only at previously agreed upon times. In general, schedule outages at times when facility is not being used.
 - 3. At least one week before scheduled outage, submit Outage Request Plan to Architect/Engineer itemizing the dates, times, and duration of each requested outage.

ESSEX COUNTY
GOVERNMENT CENTER
ROOF REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

1.4 WORK SEQUENCE

- A. Construct Work in stages in order to accommodate Owner's occupancy requirements during construction period. Coordinate construction schedule and operations with Architect/Engineer and Owner:
 - 1. The roof replacement may be completed while building is occupied.
 - 2. Contractor shall provide a work schedule detailing dates and areas of roof work, so Owner may coordinate exit closures and re-route pedestrian traffic as needed.

1.5 OWNER OCCUPANCY

- A. Schedule and substantially complete designated portions of the Work for occupancy before Substantial Completion of the entire Work.
 - 1. Owner's use and occupancy of designated areas before Substantial Completion of the entire Project do not relieve Contractor of responsibility to maintain specified insurance coverages on a 100 percent basis until date of final payment.
- B. Owner will occupy premises during entire period of construction for conduct of normal operations.
- C. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- D. Schedule the Work to accommodate Owner occupancy.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

ESSEX COUNTY
GOVERNMENT CENTER
ROOF REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

SECTION 012000

PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Contingency allowances.
- B. Schedule of Values.
- C. Application for Payment.
- D. Change procedures.
- E. Defect assessment.
- F. Alternates.

1.2 CONTINGENCY ALLOWANCES

- A. Include in Contract a stipulated sum/price of (See Bid Form) for use upon Owner's instruction as a contingency allowance.
- B. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead, and profit will be included in Change Orders authorizing expenditure of funds from this contingency allowance.
- C. Funds will be drawn from contingency allowance only by Change Order.
- D. At closeout of Contract, funds remaining in contingency allowance will be credited to Owner by Change Order.

1.3 SCHEDULE OF VALUES

- A. Submit printed or electronic schedule on AIA G703 - Continuation Sheet for G702. Submit Schedule of Values within 15 days after date of Owner-Contractor Agreement.
- B. Format: Use Table of Contents of this Project Manual. Identify each line item with number and title of major Specification Section. Also identify General Conditions and Allowances separately.
- C. Include in each line item amount of allowances as specified in this Section.
- D. Include within each line item, direct proportional amount of Contractor's overhead and profit.
- E. Revise schedule to list approved Change Orders with each Application for Payment.

ESSEX COUNTY
GOVERNMENT CENTER
ROOF REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

1.4 APPLICATION FOR PAYMENT

- A. Submit three copies of each Application for Payment on AIA G702 - Application and Certificate for Payment and AIA G703 - Continuation Sheet for G702.
- B. Content and Format: Use Schedule of Values for listing items in Application for Payment.
- C. Submit updated construction schedule with each Application for Payment, if requested by Architect/Engineer.
- D. Payment Period: Submit at intervals stipulated in the Agreement.
- E. Submit submittals with transmittal letter as specified in Section 013300 - Submittal Procedures.
- F. Substantiating Data: When Architect/Engineer requires substantiating information, submit data justifying dollar amounts in question. Include the following with Application for Payment: Current construction photographs specified in Section 013300 - Submittal Procedures.
 - 1. Partial release of liens from major Subcontractors and vendors.
 - 2. Record Documents as specified in Section 017000 - Execution and Closeout Requirements, for review by Owner, which will be returned to Contractor.
 - 3. Affidavits attesting to off-Site stored products.
 - 4. Construction Progress Schedule, revised and current as specified in Section 013300 - Submittal Procedures.

1.5 CHANGE PROCEDURES

- A. Submittals: Submit name of individual who is authorized to receive change documents and is responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.
- B. Carefully study and compare Contract Documents before proceeding with fabrication and installation of Work. Promptly advise Architect/Engineer of any error, inconsistency, omission, or apparent discrepancy.
- C. Requests for Interpretation (RFI) and Clarifications: Allot time in construction scheduling for liaison with Architect/Engineer; establish procedures for handling queries and clarifications.
 - 1. Use AIA G716 - Request for Information for requesting interpretations.
 - 2. Architect/Engineer may respond with a direct answer on the Request for Interpretation form, AIA G710 - Architect's Supplemental Instruction or AIA G709 - Work Changes Proposal Request.
- D. Architect/Engineer will advise of minor changes in the Work not involving adjustment to Contract Sum/Price or Contract Time by issuing supplemental instructions on AIA G710.
- E. Architect/Engineer may issue AIA G709, including a detailed description of proposed change with supplementary or revised Drawings and Specifications, a change in Contract Time for executing the change with stipulation of overtime work required and with the period of time during which the requested price will be considered valid. Contractor will prepare and submit estimate within 7 days. Contractor may propose changes by submitting a request for change to Architect/Engineer,

ESSEX COUNTY
GOVERNMENT CENTER
ROOF REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

describing proposed change and its full effect on the Work. Include a statement describing reason for the change and the effect on Contract Sum/Price and Contract Time with full documentation and a statement describing effect on the Work by separate or other Contractors.

- F. Document requested substitutions according to Substitution Procedures. Stipulated Sum/Price Change Order: Based on AIA G709 and Contractor's fixed price quotation or Contractor's request for Change Order as approved by Architect/Engineer.
- G. Construction Change Directive: Architect/Engineer may issue directive, on AIA G714 - Construction Change Directive signed by Owner, instructing Contractor to proceed with change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work and designate method of determining any change in Contract Sum/Price or Contract Time. Promptly execute change. Submit itemized account and supporting data after completion of change, within time limits indicated in Conditions of the Contract. Architect/Engineer will determine change allowable in Contract Sum/Price and Contract Time as provided in Contract Documents.
- H. Maintain detailed records of Work done on time and material basis. Provide full information required for evaluation of proposed changes and to substantiate costs for changes in the Work.
- I. Document each quotation for change in Project Cost or Time with sufficient data to allow evaluation of quotation.
- J. Change Order Forms: AIA G701 - Change Order.
- K. Execution of Change Orders: Architect/Engineer will issue Change Orders for signatures of parties as provided in Conditions of the Contract.
- L. Correlation of Contractor Submittals:
 - 1. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as separate line item and adjust Contract Sum/Price.
 - 2. Promptly revise Progress Schedules to reflect change in Contract Time, revise sub schedules to adjust times for other items of Work affected by the change, and resubmit.
 - 3. Promptly enter changes in Record Documents.

1.6 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.
- B. If, in the opinion of Architect/Engineer, it is not practical to remove and replace the Work, Architect/Engineer will direct appropriate remedy or adjust payment.
- C. The defective Work may remain, but unit sum/price will be adjusted to new sum/price at discretion of Architect/Engineer.
- D. Defective Work may be partially repaired according to instructions of Architect/Engineer and Owner, and unit sum/price will be reduced at discretion of Architect/Engineer.

ESSEX COUNTY
GOVERNMENT CENTER
ROOF REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

- E. Individual Specification Sections may modify these options or may identify specific formula or percentage sum/price reduction.
- F. Authority of Architect/Engineer to assess defects and identify payment adjustments is final.
- G. Nonpayment for Rejected Products: Payment will not be made for rejected products for any of the following reasons:
 - 1. Products wasted or disposed of in a manner that is not acceptable.
 - 2. Products determined as unacceptable before or after placement.
 - 3. Products not completely unloaded from transporting vehicle.
 - 4. Products placed beyond lines and levels of the required Work.
 - 5. Products remaining on hand after completion of the Work.
 - 6. Loading, hauling, and disposing of rejected products.

1.7 ALTERNATES

- A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted Alternates will be identified in Owner-Contractor Agreement. The Owner-Contractor Agreement may identify certain Alternates to remain an Owner option for a stipulated period of time.
- B. Coordinate related Work and modify surrounding Work. Description for each Alternate is recognized to be abbreviated but requires that each change shall be complete for scope of Work affected.
 - 1. Coordinate related requirements among Specification Sections as required.
 - 2. Include as part of each Alternate: Miscellaneous devices, appurtenances, and similar items incidental to or necessary for complete installation.
 - 3. Coordinate Alternate with adjacent Work and modify or adjust as necessary to ensure integration.
- C. Schedule of Alternates:
 - 1. Alternate No. 1: Roof Replacement of flat roof behind Real Property:
 - a. Base Bid Item: Not Applicable.
 - b. Alternate Item: ADD Roof Replacement of flat roof behind Real Property.
 - 2. Alternate No. 2: Additional 1,200 S.F. of Sloped Roof Replacement:
 - a. Base Bid Item: Not Applicable.
 - b. Alternate Item: ADD Additional 1,200 S.F. of Sloped Roof Replacement.
 - 3. Alternate No. 3: Unit Price for Replacing 100 S.F. of Roof Deck:
 - a. Base Bid Item: Not Applicable.
 - b. Alternate Item: ADD Unit Price for Replacing 100 S.F. of Roof Deck.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

Price and Payment Procedures

012000

ESSEX COUNTY
GOVERNMENT CENTER
ROOF REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

SECTION 012300

ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for alternates.

1.3 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - 1. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES

- A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.

ESSEX COUNTY
GOVERNMENT CENTER
ROOF REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

- D. Schedule: A Schedule of Alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

- 3.1 SCHEDULE OF ALTERNATES: Alternates include all work necessary for a complete replacement, including but not limited to; demolition, removal, disposal, new roofing, drain piping, ceiling, etc.
- A. Alternate No. 1 (ADD): Roof Replacement of flat roof behind Real Property.
 - B. Alternate No. 2 (ADD): Additional 1,200 S.F. of Sloped Roof Replacement.
 - C. Alternate No. 3 (ADD): Unit Price for Replacing 100 S.F. of Roof Deck. Provide 5/8" thick minimum exterior grade CDX plywood roof sheathing.

END OF SECTION

ESSEX COUNTY
GOVERNMENT CENTER
ROOF REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

SECTION 013000

ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Coordination and project conditions.
- B. Field engineering.
- C. Preconstruction meeting.
- D. Site mobilization meeting.
- E. Progress meetings.
- F. Cutting and patching.
- G. Special procedures.

1.2 COORDINATION AND PROJECT CONDITIONS

- A. Coordinate scheduling, submittals, and Work of various sections of Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Verify utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, operating equipment.
- C. Coordinate space requirements, supports, and installation of mechanical and electrical Work indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- D. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within construction. Coordinate locations of fixtures and outlets with finish elements.
- E. Coordinate completion and clean-up of Work of separate sections in preparation for Substantial Completion and for portions of Work designated for Owner's occupancy.
- F. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

ESSEX COUNTY
GOVERNMENT CENTER
ROOF REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

1.3 FIELD ENGINEERING

- A. Promptly notify Architect/Engineer of discrepancies discovered.
- B. Confirm drawing dimensions and elevations.

1.4 PRECONSTRUCTION MEETING

- A. Architect/Engineer will schedule meeting after Notice of Award.
- B. Attendance Required: Owner, Architect/Engineer, and Contractor.
- C. Agenda:
 - 1. Execution of Owner-Contractor Agreement.
 - 2. Submission of executed bonds and insurance certificates.
 - 3. Distribution of Contract Documents.
 - 4. Submission of list of Subcontractors, list of products, schedule of values, and progress schedule.
 - 5. Designation of personnel representing parties in Contract, Owner, Contractor, and Architect/Engineer.
 - 6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 - 7. Scheduling.
- D. Architect/Engineer will record minutes and distribute copies after meeting to all contract participants, including but not limited to Architect/Engineer, Owner, all prime contractors, and those affected by decisions made.

1.5 SITE MOBILIZATION MEETING

- A. Architect/Engineer will schedule meeting at Project site prior to Contractor occupancy.
- B. Attendance Required: Owner, Architect/Engineer, Contractor, Contractor's Superintendent, and major Subcontractors.
- C. Agenda:
 - 1. Use of premises by Owner and Contractor.
 - 2. Owner's requirements for occupancy.
 - 3. Construction facilities and controls provided by Owner.
 - 4. Temporary utilities provided by Owner.
 - 5. Survey and building layout.
 - 6. Security and housekeeping procedures.
 - 7. Schedules.
 - 8. Application for payment procedures.
 - 9. Procedures for testing.
 - 10. Procedures for maintaining record documents.
 - 11. Requirements for start-up of equipment.

ESSEX COUNTY
GOVERNMENT CENTER
ROOF REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

- 12. Inspection and acceptance of equipment put into service during construction period.
 - D. Architect/Engineer will record minutes and distribute copies after meeting to participants and those affected by decisions made.
- 1.6 PROGRESS MEETINGS
- A. Architect/Engineer will schedule and administer meetings throughout progress of the Work at maximum bi-weekly intervals.
 - B. Architect/Engineer will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
 - C. Attendance Required: Job superintendent, major subcontractors and suppliers, Owner, Architect/Engineer, as appropriate to agenda topics for each meeting.
 - D. Agenda:
 - 1. Review minutes of previous meetings.
 - 2. Review of Work progress.
 - 3. Field observations, problems, and decisions.
 - 4. Identification of problems impeding planned progress.
 - 5. Review of submittals schedule and status of submittals.
 - 6. Review of off-site fabrication and delivery schedules.
 - 7. Maintenance of progress schedule.
 - 8. Corrective measures to regain projected schedules.
 - 9. Planned progress during succeeding work period.
 - 10. Coordination of projected progress.
 - 11. Maintenance of quality and work standards.
 - 12. Effect of proposed changes on progress schedule and coordination.
 - 13. Other business relating to Work.
 - E. Architect/Engineer will record minutes and distribute copies after meeting to all contract participants, including but not limited to Architect/Engineer, Owner, all prime contractors, and those affected by decisions made.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.1 CUTTING AND PATCHING

- A. Employ skilled and experienced installer to perform cutting and patching.
- B. Submit written request in advance of cutting or altering elements affecting:

Administrative Requirements
013000

ESSEX COUNTY
GOVERNMENT CENTER
ROOF REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

1. Structural integrity of element.
 2. Integrity of weather-exposed or moisture-resistant elements.
 3. Efficiency, maintenance, or safety of element.
 4. Visual qualities of sight exposed elements.
 5. Work of Owner or separate contractor.
- C. Execute cutting, fitting, and patching including excavation and fill, to complete Work, and to:
1. Fit the several parts together, to integrate with other Work.
 2. Uncover Work to install or correct ill-timed Work.
 3. Remove and replace defective and non-conforming Work.
 4. Remove samples of installed Work for testing.
 5. Provide openings in elements of Work for penetrations of mechanical and electrical Work.
- D. Execute work by methods to avoid damage to other Work, and to provide proper surfaces to receive patching and finishing.
- E. Cut masonry and concrete materials using masonry saw or core drill.
- F. Restore Work with new products in accordance with requirements of Contract Documents.
- G. Fit Work tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- H. Maintain integrity of wall, ceiling, or floor construction; completely seal voids.
- I. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with the Construction Documents, to full thickness of penetrated element.
- J. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for assembly, refinish entire unit.
- K. Identify hazardous substances or conditions exposed during the Work to Architect/Engineer for decision or remedy.
- 3.2 SPECIAL PROCEDURES
- A. Materials: As specified in product sections; match existing with new products for patching and extending work.
 - B. Employ skilled and experienced installer to perform alteration work.
 - C. Cut, move, or remove items as necessary for access to alterations and renovation Work. Replace and restore at completion.

ESSEX COUNTY
GOVERNMENT CENTER
ROOF REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

- D. Remove unsuitable material not marked for salvage, including rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished Work.
- E. Remove debris and abandoned items from area and from concealed spaces.
- F. Prepare surface and remove surface finishes to permit installation of new work and finishes.
- G. Close openings in exterior surfaces to protect existing work from weather and extremes of temperature and humidity.
- H. Remove, cut, and patch Work in manner to minimize damage and to permit restoring products and finishes to original condition.
- I. Where new Work abuts or aligns with existing, provide smooth and even transition. Patch Work to match existing adjacent Work in texture and appearance.
- J. When finished surfaces are cut so that smooth transition with new Work is not possible, terminate existing surface along straight line at natural line of division and submit recommendation to Architect/Engineer for review.
- K. Where change of plane of ¼ inch or more occurs, submit recommendation for providing smooth transition; to Architect/Engineer for review.
- L. Patch or replace portions of existing surfaces which are damaged, lifted, discolored, or showing other imperfections.

END OF SECTION

ESSEX COUNTY
GOVERNMENT CENTER
ROOF REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

SECTION 013300

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Submittal procedures.
- B. Construction progress schedules.
- C. Proposed products list.
- D. Product data.
- E. Shop drawings.

1.2 SUBMITTAL PROCEDURES

- A. Transmit each item under "Letter of Transmittal."
- B. Sequentially number transmittal forms. Mark revised submittals with original number and sequential alphabetic suffix.
- C. Identify Project, Contractor, subcontractor and supplier; pertinent drawing and detail number, and specification section number, appropriate to submittal.
- D. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with requirements of the Work and Contract Documents.
- E. Schedule submittals to expedite Project, and deliver to Architect/Engineer at Architecture, Engineering, and Land Surveying Northeast, PLLC (AES Northeast, PLLC), 10-12 City Hall Place, Plattsburgh, New York 12901. Coordinate submission of related items.
- F. For each submittal for review, allow 15 days excluding delivery time to and from Contractor.
- G. Identify variations from Contract Documents and product or system limitations which may be detrimental to successful performance of completed Work.
- H. Allow space on submittals for Contractor and Architect/Engineer review stamps.
- I. When revised for resubmission, identify changes made since previous submission.
- J. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with requirements.

ESSEX COUNTY
GOVERNMENT CENTER
ROOF REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

- K. Submittals not requested will not be recognized or processed.
- L. Provide minimum of five copies for Owner plus number needed for contractor's use.

1.3 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial schedules within 15 days after date of Owner-Contractor Agreement. After review, resubmit required revised data within ten days.
- B. Submit revised Progress Schedules with each Application for Payment.
- C. Distribute copies of reviewed schedules to Project site file, subcontractors, suppliers, and other concerned parties.
- D. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules.
- E. Submit computer generated horizontal bar chart with separate line for each major portion of Work or operation, identifying first work day of each week.
- F. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate early and late start, early and late finish, float dates, and duration. Include project management activities on schedule as well, such as submittals, approvals and lead times for delivery.
- G. Indicate estimated percentage of completion for each item of Work at each submission.
- H. Submit separate schedule of submittal dates for shop drawings, product data, and samples, and dates reviewed submittals will be required from Architect/Engineer. Indicate decision dates for selection of finishes.
- I. Revisions To Schedules:
 - 1. Indicate progress of each activity to date of submittal, and projected completion date of each activity.
 - 2. Identify activities modified since previous submittal, major changes in scope, and other identifiable changes.
 - 3. Prepare narrative report to define problem areas, anticipated delays, and impact on Schedule. Report corrective action taken, or proposed, and its effect including effect of changes on schedules of separate contractors.

1.4 PROPOSED PRODUCTS LIST

- A. Within 15 days after date of Owner-Contractor Agreement, submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

ESSEX COUNTY
GOVERNMENT CENTER
ROOF REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

1.5 PRODUCT DATA

- A. Product Data: Submit to Architect/Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents. Provide copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents purposes described in Section 017000.
- B. Submit number of copies Contractor requires, plus five copies Architect/Engineer will retain.
- C. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- D. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- E. After review distribute in accordance with Submittal Procedures article above and provide copies for record documents described in Section 017000.

1.6 SHOP DRAWINGS

- A. Shop Drawings: Submit to Architect/Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents. Produce copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents purposes described in Section 017000.
- B. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. Submit number of opaque reproductions Contractor requires, plus five copies Architect/Engineer will retain.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

CONTRACTOR'S LETTERHEAD

PROJECT TITLE: Essex County

Government Center Roof Replacement (Phase 1)

PROJECT NO.: 4214

ARCHITECT: AES Northeast, PLLC

SPEC. SECTION NO. _____ Warranty Performance Affidavit Other
 Product Data Shop Drawing Samples/Color Charts

DESCRIPTION: _____

NO. OF PAGES: _____

DATE SUBMITTED: _____

DATE RESUBMITTED: _____

CONTRACTOR'S STAMP & NOTES:

The Contractor Certifies that this product submittal:

1. Is equal in materials of construction, quality, durability, appearance, strength, and design characteristics.
2. It will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole.
3. It has a proven record of performance and availability of responsive service.
4. There will be no increase in cost to the Owner or increase in Contract Times.
5. It conforms substantially to the detailed requirements of the item named in the Contract Documents.
6. The Contractor has allowed at least (2) weeks for review of this submittal.

ENGINEER'S STAMP & NOTES:

AES NORTHEAST, PLLC

- No Exceptions Taken Revise & Resubmit
 Make Corrections Noted Rejected

DATE: _____ BY: _____

Architect's/Engineer's review is for general conformance with the design concepts and contract documents. Marking or comments shall not be construed as relieving the Contractor from compliance with the project plans and specifications, nor departure therefrom. The Contractor remains responsible for details and accuracy, for confirming and correlating all quantities and dimensions, for selecting fabrication processes, for techniques of assembly and for performing work in a safe manner.

ESSEX COUNTY
GOVERNMENT CENTER
ROOF REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

SECTION 014000

QUALITY REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Quality control and control of installation.
- B. Tolerances
- C. References.
- D. Testing and inspection services.
- E. Examination.
- F. Preparation.

1.2 QUALITY CONTROL AND CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. When manufacturers' instructions conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform Work by persons qualified to produce required and specified quality.
- F. Verify field measurements are as indicated on Shop Drawings or as instructed by manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.3 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.

ESSEX COUNTY
GOVERNMENT CENTER
ROOF REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

- B. Comply with manufacturers' tolerances. When manufacturers' tolerances conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

1.4 REFERENCES

- A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current on date of Contract Documents, except where specific date is established by code.
- C. Obtain copies of standards where required by product specification sections.
- D. When specified reference standards conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- E. Neither contractual relationships, duties, nor responsibilities of parties in Contract nor those of Architect/Engineer shall be altered from Contract Documents by mention or inference otherwise in reference documents.

1.5 TESTING AND INSPECTION SERVICES

- A. Contractor shall employ services of an independent firm to perform testing and inspection.
- B. The independent firm will perform tests, inspections and other services specified in individual specification sections and as required by Architect/Engineer.
 - 1. Laboratory: Authorized to operate in State of New York.
 - 2. Laboratory Staff: Maintain full time registered Professional Engineer or specialist on staff to review services.
 - 3. Testing Equipment: Calibrated at reasonable intervals with devices of an accuracy traceable to National Bureau of Standards or accepted values of natural physical constants.
- C. Testing, inspections and source quality control may occur on or off project site.
- D. Reports will be submitted by independent firm to Architect/Engineer, in duplicate, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
- E. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.
 - 1. Notify Architect/Engineer and independent firm 24 hours prior to expected time for operations requiring services.
 - 2. Make arrangements with independent firm and pay for additional samples and tests required for Contractor's use.

ESSEX COUNTY
GOVERNMENT CENTER
ROOF REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

- F. Testing and employment of testing agency or laboratory shall not relieve Contractor of obligation to perform Work in accordance with requirements of Contract Documents.
- G. Re-testing or re-inspection required because of non-conformance to specified requirements shall be performed by same independent firm on instructions by Architect/Engineer. Payment for re-testing or re-inspection is the responsibility of the contractor.
- H. Agency Responsibilities:
1. Test samples of mixes submitted by Contractor.
 2. Provide qualified personnel at site. Cooperate with Architect/Engineer and Contractor in performance of services.
 3. Perform specified sampling and testing of products in accordance with specified standards.
 4. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 5. Promptly notify Architect/Engineer and Contractor of observed irregularities or non-conformance of Work or products.
 6. Perform additional tests required by Architect/Engineer.
 7. Attend pre-construction meetings and progress meetings.
- I. Agency Reports: After each test, promptly submit two copies of report to Architect/Engineer and to Contractor. When requested by Architect/Engineer, provide interpretation of test results. Include the following:
1. Date issued.
 2. Project title and number.
 3. Name of inspector.
 4. Date and time of sampling or inspection.
 5. Identification of product and specifications section.
 6. Location in Project.
 7. Type of inspection or test.
 8. Date of test.
 9. Results of tests.
 10. Conformance with Contract Documents.
- J. Limits On Testing Authority:
1. Agency or laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 2. Agency or laboratory may not approve or accept any portion of the Work.
 3. Agency or laboratory may not assume duties of Contractor.
 4. Agency or laboratory has no authority to stop the Work.

ESSEX COUNTY
GOVERNMENT CENTER
ROOF REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- B. Verify existing substrate is capable of structural support or attachment of new Work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Verify utility services are available, of correct characteristics, and in correct locations.

3.2 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.

END OF SECTION

ESSEX COUNTY
GOVERNMENT CENTER
ROOF REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

SECTION 015000

TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Temporary Utilities:
 - 1. Temporary electricity.
 - 2. Temporary water service.
 - 3. Temporary sanitary facilities.

- B. Construction Facilities:
 - 1. Staging Plan.
 - 2. Vehicular access.
 - 3. Parking.
 - 4. Progress cleaning and waste removal.

- C. Temporary Controls:
 - 1. Barriers.
 - 2. Enclosures and fencing.
 - 3. Security.
 - 4. Noise control.
 - 5. Pollution control.

- D. Removal of utilities, facilities, and controls.

1.2 TEMPORARY ELECTRICITY

- A. Owner will pay for costs of temporary electricity.

- B. Electric Distribution: Provide receptacle outlets adequate for connection of power tools and equipment.
 - 1. Provide warning signs at power outlets other than 110/120V.
 - 2. Provide metal conduit, tubing, or metallic cable for wiring exposed to possible damage. Provide rigid steel conduits for wiring exposed on grade, floors, decks or other traffic areas.
 - 3. Provide metal conduit enclosures or boxes for wiring devices.

- C. Complement existing power service capacity and characteristics as required for construction operations.

- D. Provide power outlets, with branch wiring and distribution boxes located as required for construction operations. Provide flexible power cords as required for portable construction tools and equipment.

- E. Provide main service disconnect and over-current protection at meter.

ESSEX COUNTY
GOVERNMENT CENTER
ROOF REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

1.3 TEMPORARY WATER SERVICE

- A. Owner will pay cost of temporary water. Exercise measures to conserve energy. Utilize Owner's existing water system, extend and supplement with temporary devices as needed to maintain specified conditions for construction operations.

1.4 TEMPORARY SANITARY FACILITIES

- A. The Contractor shall provide temporary sanitary facilities during construction.

1.5 STAGING PLAN

- A. Contractor shall provide the Owner with a proposed staging plan using the key plan on drawing G-001. The staging plan will be reviewed by the Owner and Architect for conflicts with pedestrian and vehicle routes and employee parking.

1.6 VEHICULAR ACCESS

- A. Location approved by Architect/Engineer.
- B. Provide unimpeded access for emergency vehicles. Maintain 20 feet wide driveways with turning space between and around combustible materials.
- C. Provide and maintain access to fire hydrants and control valves free of obstructions.
- D. Provide means of removing mud from vehicle wheels before entering streets.
- E. Use existing on-site roads/drives for construction traffic.

1.7 PARKING

- A. Park in areas designated by Owner.
- B. Use of existing on-site streets and driveways used for construction traffic is permitted. Tracked vehicles are not allowed on paved areas.
- C. Use of existing parking facilities used by construction personnel is permitted.
- D. Do not allow heavy vehicles or construction equipment in parking areas.
- E. Do not allow vehicle parking on existing public road.
- F. Maintenance:
 - 1. Maintain traffic and parking areas in sound condition free of excavated material, construction equipment, products, mud, snow, and ice.
 - 2. Maintain existing and permanent paved areas used for construction; promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain paving and drainage in original, or specified, condition.

ESSEX COUNTY
GOVERNMENT CENTER
ROOF REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

- G. Removal, Repair:
 - 1. Remove temporary materials and construction at Substantial Completion.
 - 2. Repair existing facilities damaged by use, to specified condition.
- H. Mud from Site Vehicles: Provide means of removing mud from vehicle wheels before entering streets.

1.8 PROGRESS CLEANING AND WASTE REMOVAL

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing spaces.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and rubbish from site weekly and dispose of off-site at properly permitted facilities.

1.9 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas to allow for Owner's use of site, and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Provide barricades and covered walkways required by authorities having jurisdiction for public rights-of-way and for public access to existing building.
- C. Provide protection for plants designated to remain. Replace damaged plants.
- D. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.10 ENCLOSURES AND FENCING

- A. Construction: Plastic construction netting.
- B. Provide 4-foot-high fence around construction areas; equip with vehicular and pedestrian gates.

1.11 SECURITY

- A. Security Program:
 - 1. Protect Work at existing premises and Owner's operations from theft, vandalism, and unauthorized entry.
 - 2. Initiate program at project mobilization.
 - 3. Maintain program throughout construction period until Owner acceptance precludes need for Contractor security.

ESSEX COUNTY
GOVERNMENT CENTER
ROOF REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

- B. Entry Control:
 - 1. Restrict entrance of persons and vehicles into Project site and existing facilities.
 - 2. Allow entrance only to authorized persons with proper identification.
 - 3. Maintain log of workers and visitors, make available to Owner on request.
 - 4. Owner will control entrance of persons and vehicles related to Owner's operations.

1.12 NOISE CONTROL

- A. Provide methods, means, and facilities to minimize noise produced by construction operations, especially in areas where work activities will occur between the hours of 6:00 p.m. and 7:00 a.m.

1.13 POLLUTION CONTROL

- A. Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations.
- B. Comply with pollution and environmental control permit requirements of authorities having jurisdiction.

1.14 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, and materials, prior to Final Application for Payment inspection.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing and permanent facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

ESSEX COUNTY
GOVERNMENT CENTER
ROOF REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

SECTION 016000

PRODUCT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Products.
- B. Product delivery requirements.
- C. Product storage and handling requirements.
- D. Product options.
- E. Product substitution procedures.

1.2 PRODUCTS

- A. Furnish products of qualified manufacturers suitable for intended use. Furnish products of each type by single manufacturer unless specified otherwise.
- B. Do not use materials and equipment removed from existing premises, except as specifically permitted by Contract Documents.
- C. Furnish interchangeable components from same manufacturer for components being replaced.

1.3 PRODUCT DELIVERY REQUIREMENTS

- A. Transport and handle products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to ensure products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

1.4 PRODUCT STORAGE AND HANDLING REQUIREMENTS

- A. Store and protect products in accordance with manufacturers' instructions.
- B. Store with seals and labels intact and legible.
- C. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- D. For exterior storage of fabricated products, place on sloped supports above ground.

ESSEX COUNTY
GOVERNMENT CENTER
ROOF REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

- E. Provide bonded off-site storage and protection when site does not permit on-site storage or protection.
- F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- G. Store loose granular materials on solid flat surfaces in well-drained area. Prevent mixing with foreign matter.
- H. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- I. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

1.5 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: products of one of manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with Provision for Substitutions: Submit request for substitution for any manufacturer not named in accordance with the following article.

1.6 PRODUCT SUBSTITUTION PROCEDURES

- A. Architect/Engineer will consider requests for Substitutions only within 15 days after date of Owner-Contractor Agreement.
- B. Substitutions may be considered when a product becomes unavailable through no fault of Contractor.
- C. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- D. A request constitutes a representation that Contractor:
 - 1. Has investigated proposed product and determined that it meets or exceeds quality level of specified product.
 - 2. Will provide same warranty for Substitution as for specified product.
 - 3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension which may subsequently become apparent.
 - 5. Will reimburse Owner and Architect/Engineer for review or redesign services associated with re-approval by authorities having jurisdiction.

ESSEX COUNTY
GOVERNMENT CENTER
ROOF REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

- E. Substitutions will not be considered when they are indicated or implied on Shop Drawing or Product Data submittals, without separate written request, or when acceptance will require revision to Contract Documents.
- F. Substitution Submittal Procedure:
1. Submit three copies of request for Substitution for consideration. Limit each request to one proposed Substitution.
 2. Submit Shop Drawings, Product Data, and certified test results attesting to proposed product equivalence. Burden of proof is on proposer.
 3. Architect/Engineer will notify Contractor in writing of decision to accept or reject request.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

**PROJECT CLOSEOUT CHECKLIST
CONSTRUCTION PHASE
EXHIBIT A**

AES PROJECT NO.: 4214 _____

PROJECT TITLE: Government Center Roof Replacement (Phase 1) _____

OWNER : Essex County _____

CONTRACTOR: _____

CONTRACT: _____

LEGEND

O = OWNER
 AES = AES NORTHEAST, PLLC
 C = CONTRACTOR
 A = REGULATORY AGENCY
 N/A = NOT APPLICABLE

DISTRIBUTION DATE

REQ'D	DATE REC'D	DESCRIPTION	SUBMITTED BY	O	C	AES	REMARKS
X		Punchlist by AES	AES				
X		Certificate of Substantial Completion	AES				
X		Certificate of Occupancy	O				
X		Final Change Order	AES				
X		Final Application for Payment	C				
X		Certificate Debts & Claims	C				
X		Release of Liens from Suppliers and Subcontractors	C				
X		Consent of Surety	C				
X		Record Drawings on pdf format	C				
X		Operations & Maintenance Manuals	C				
X		Warranties - Manufacturers/Suppliers	C				
X		Project Guarantee and Certification	C				
X		Maintenance Stock	C				
X		Systems Demonstrations	C				
X		Maintenance Service Contracts	C				

ESSEX COUNTY
GOVERNMENT CENTER
ROOF REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

SECTION 017000

EXECUTION REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Closeout procedures.
- B. Final cleaning.
- C. Protecting installed construction.
- D. Project record documents.
- E. Operation and maintenance instructions.
- F. Spare parts and maintenance products.
- G. Product warranties and product bonds.

1.2 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Architect/Engineer's review.
- B. Provide submittals to Architect/Engineer required by authorities having jurisdiction.
- C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

1.3 FINAL CLEANING

- A. Execute final cleaning prior to final project assessment.
- B. Clean surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces.
- C. Clean equipment and fixtures to sanitary condition with cleaning materials appropriate to surface and material being cleaned.
- D. Clean site; sweep paved areas, rake clean landscaped surfaces.
- E. Remove waste and surplus materials, rubbish, and construction facilities from site.

ESSEX COUNTY
GOVERNMENT CENTER
ROOF REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

1.4 PROTECTING INSTALLED CONSTRUCTION

- A. Protect installed Work and provide special protection where specified in individual specification sections.
- B. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- C. Prohibit traffic or storage upon waterproofed or roofed surfaces. When traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- D. Prohibit traffic from landscaped areas.

1.5 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. Reviewed Shop Drawings, Product Data, and Samples.
 - 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress, not less than weekly.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates utilized.
 - 3. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
 - 1. Measured depths of foundations in relation to finish first floor datum.
 - 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 - 4. Field changes of dimension and detail.
 - 5. Details not on original Contract drawings.
- G. Submit documents to Architect/Engineer with claim for final Application for Payment.

ESSEX COUNTY
GOVERNMENT CENTER
ROOF REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

1.6 OPERATION AND MAINTENANCE INSTRUCTIONS

- A. Submit data bound in 8-1/2 x 11 inch (A4) text pages, three D side ring capacity expansion binders with durable plastic covers.
- B. Prepare binder cover with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project, and subject matter of binder when multiple binders are required.
- C. Internally subdivide binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.
- D. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- E. Contents: Prepare Table of Contents for each volume, with each product or system description identified, typed on white paper, in three parts as follows:
 - 1. Part 1: Directory, listing names, addresses, and telephone numbers of Architect/Engineer, Contractor, Subcontractors, and major equipment suppliers.
 - 2. Part 2: Operation and maintenance instructions arranged by process flow and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
 - a. Significant design criteria.
 - b. List of equipment.
 - c. Parts list for each component.
 - d. Operating instructions.
 - e. Maintenance instructions for equipment and systems.
 - f. Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
 - 3. Part 3: Project documents and certificates, including the following:
 - a. Shop drawings and product data.
 - b. Air and water balance reports.
 - c. Certificates.
 - d. Original of warranties and bonds.
- F. Provide three (1) set of Operation and Maintenance Instructions to Engineer for review and approval minimum of sixty (60) calendar days prior to start-up. Update as requested by Engineer.

1.7 SPARE PARTS AND MAINTENANCE PRODUCTS

- A. Furnish spare parts, maintenance, and extra products in quantities specified in individual specification sections.
- B. Deliver to Project site and place in location as directed by Owner; obtain receipt prior to final payment.

ESSEX COUNTY
GOVERNMENT CENTER
ROOF REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

1.8 PRODUCT WARRANTIES

- A. Obtain warranties executed in duplicate by responsible subcontractors, suppliers, and manufacturers, within ten days after completion of applicable item of work.
- B. Execute and assemble transferable warranty documents from subcontractors, suppliers, and manufacturers.
- C. Verify documents are in proper form, contain full information, and are notarized.
- D. Co-execute submittals when required.
- E. Include Table of Contents and assemble in three D side ring binder with durable plastic cover.
- F. Submit prior to final Application for Payment.
- G. Time Of Submittals:
 - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten days after acceptance.
 - 2. Make other submittals within ten days after Date of Substantial Completion, prior to final Application for Payment.
 - 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within ten days after acceptance, listing date of acceptance as beginning of warranty or bond period.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

ESSEX COUNTY
GOVERNMENT CENTER
ROOF REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

DOCUMENT 018000

INFORMATION AVAILABLE TO BIDDERS

1.1 SUMMARY

- A. Document Includes:
1. Limited Asbestos Materials Survey by Atlantic Testing Laboratories.
 2. AES Northeast Roof Evaluation Report

1.2 EXISTING CONDITIONS SURVEY

- A. A copy of the asbestos report is included with this document, titled Limited Asbestos Materials Survey, dated May 23, 2014 and prepared by Atlantic Testing Laboratories.
- B. A copy of the roof evaluation report is included with this document, titled Essex County New York, Government Center Roof Evaluation Report, dated June 13, 2014 and prepared by AES Northeast.

END OF DOCUMENT



ATLANTIC TESTING LABORATORIES

Plattsburgh

130 Arizona Avenue
Suite 1540
Plattsburgh, NY 12903
518-563-5878 (T)
518-562-1321 (F)

June 9, 2014

Essex County Department of Public Works
8053 US Route 9
Elizabethtown, New York 12932

Attn: Chris Garrow

Re: Limited Asbestos Survey
Government Center Roof
7551 Court Street
Elizabethtown, NY 12932
ATL Report No. PL5474AI-01-06-14

Ladies/Gentlemen:

Enclosed is a copy of the Limited Asbestos Materials Survey report prepared for the referenced site. This project was completed in accordance with the scope of work outlined in our contract (ATL No. PL5998-20-03-12), dated May 23, 2012 and authorized by Anthony LaVigne on May 23, 2012.

Please contact our office should you have any questions, or if we may be of further assistance.

Sincerely,
ATLANTIC TESTING LABORATORIES, Limited

Arthur T. Cross II, CET
Operations Manager

ATC/JDG/cdf

Enclosures

LIMITED ASBESTOS SURVEY

**GOVERNMENT CENTER ROOF
7551 COURT STREET, PO Box 217
ELIZABETHTOWN, NEW YORK**



PREPARED FOR:

**Essex County Department of Public Works
7551 Court Street, PO Box 217
Elizabethtown, NY 12932**

PREPARED BY:

**Atlantic Testing Laboratories, Limited
130 Arizona Ave. Suite 1540
Plattsburgh, New York 12903**

ATL REPORT No. PL5474AI-01-06-14

June 9, 2014

TABLE OF CONTENTS

1.0 INTRODUCTION	1
1.1 Purpose	1
1.2 Project Team and Certifications	1
2.0 SCOPE OF WORK	1
2.1 Project Description	1
2.2 Inaccessible Areas	1
2.3 Document Review	1
2.4 Limitations.....	2
3.0 ASBESTOS	2
3.1 Methodology	2
3.2 Regulatory Compliance	2
3.3 Summary of Findings	3
4.0 CONCLUSIONS AND RECOMMENDATIONS	5
4.1 General	6
4.2 Asbestos-Containing Materials.....	6

APPENDICES

Licenses and Certifications	A
Site Location Map	B
Sample Location Plans	C
Laboratory Reports and Custody Documentation.....	D
Summary of XRF Results and Calibration Checks	E

1.0 INTRODUCTION

1.1 Purpose

Atlantic Testing Laboratories, Limited (ATL) was retained by Essex County Department of Public Works, to perform a limited asbestos survey of designated areas of the Elizabethtown Government Center roof. The limited survey was performed on April 30, and May 16, 2014. The purpose of the limited asbestos survey was to identify asbestos-containing materials (ACM) materials that are present on exposed surfaces within the subject areas, and may have a significant impact on planned renovation activities. The limited asbestos survey procedures and report format that follow are in general compliance with applicable local, state, and federal rules and regulations.

1.2 Project Team and Certifications

Members of the ATL project team included Joseph D. Grabowski, Asbestos Services Manager; William S. Miner, Project Manager; and Christian D. Fout, Engineer. Certifications of ATL's field survey team members and a copy of applicable company licenses maintained by ATL are included in Appendix A.

2.0 SCOPE OF WORK

2.1 Project Description

The project site is located at 7551 Court Street, Elizabethtown, New York. A Site Location Map, depicting the general location of the project site, is included in Appendix B.

The intent of the limited asbestos survey was to identify suspect ACM that are located within designated areas of the Government Center roof, and may be impacted during a proposed roof replacement project.

The limited asbestos survey was conducted for the subject areas, as directed by Essex County Department of Public Works. The subject areas were not occupied at the time of the sampling event.

2.2 Inaccessible Areas

The extent of inaccessible areas is dependent upon the building type, construction materials, history of renovations and repairs, and project scope. Concealed materials may exist in areas that are not readily exposed to view. Although this limited asbestos survey was performed to identify ACM within the subject areas, potential ACM may have escaped detection that could be encountered during future building demolition and/or renovation activities. Wall, ceiling, floor, roofing, and/or other component systems may contain concealed suspect ACM. The Bell Tower Roof was inaccessible due to the height. If any suspect ACM are encountered during demolition and/or renovation activities, the activities disturbing the suspect ACM must stop and the material must be sampled and laboratory analyzed in accordance with applicable regulations.

2.3 Document Review

No historical asbestos or hazardous materials survey reports or sampling and analysis data were available for review at the time of the limited asbestos survey.

2.4 Limitations

This report has been prepared in accordance with the scope of work outlined in ATL's contract (ATL No. PL5998-20-03-12), dated May 23, 2012, and should not be used as abatement specifications or design documents. The findings, conclusions, and recommendations presented in this report are based on the field observations made by representatives of ATL and the information provided by representatives of Essex County Department of Public Works.

Quantities and locations of sampled materials are approximate, and should be verified by the abatement contractor(s) prior to providing actual cost quotations and/or initiating abatement activities. Variations in reported quantities and locations for sampled materials, in addition to the discovery of suspect materials not identified in this report, is possible due to the presence of inaccessible areas, as described in Section 2.2 of this report.

The findings and opinions are relevant to the dates of our site work and should not be relied on to represent conditions at substantially later dates.

3.0 ASBESTOS

3.1 Methodology

A visual examination of the subject areas was conducted by an Asbestos Building Inspector to identify suspect ACM. Functional spaces were identified to assist while locating suspect ACM. A functional space is defined as a spatially distinct area within a building that contains identifiable populations of building occupants. A functional space may include a room, a group of rooms, or other defined area, and several functional spaces may comprise a single homogeneous sampling area. A homogeneous sampling area is defined as an area that is uniform by color, texture, construction/application, and general appearance. Each identified functional space was visually examined to determine the locations of suspect ACM. These materials were then delineated into homogeneous sampling areas.

Samples of each accessible homogeneous area were collected and placed in clean, labeled containers. The appropriate custody documentation was completed and the suspect ACM samples were submitted to AmeriSci New York (AmeriSci), located in New York, New York. The samples were laboratory analyzed by polarized light microscopy (PLM) and transmission electron microscopy (TEM) methodologies, as applicable. AmeriSci is a New York State Department of Health (NYSDOH) certified laboratory for PLM and TEM analysis under Environmental Laboratory Approval Program (ELAP) No. 11480. AmeriSci is also accredited by the National Institute of Standards and Technology (NIST), under the National Voluntary Laboratory Accreditation Program (NVLAP).

3.2 Regulatory Compliance

In New York State, there are multiple regulatory agencies that have jurisdiction over ACM in buildings. Asbestos survey requirements are primarily regulated or specified by the New York State Department of Labor (NYSDOL), the New York State Department of Health (NYSDOH), the Occupational Safety and Health Administration (OSHA), and the United States Environmental Protection Agency (EPA).

The NYSDOL established Part 56 of The Official Compilation of Codes, Rules, and Regulations (cited as 12 NYCRR, Part 56) to address the proper identification, handling, removal, and

disposal of ACM in buildings. Asbestos survey requirements are specified in Subpart 56-5.1 “Asbestos Survey Requirements for Building/Structure Demolition, Renovation, Remodeling and Repair.” The NYSDOL also works in conjunction with the NYSDOH to establish and maintain asbestos safety training program requirements, and enforce personnel certifications and licensing protocol for asbestos contractors.

The OSHA defines requirements for asbestos surveys and identification of ACM and presumed asbestos-containing materials (PACM) in 29 CFR 1926.1101 (k) “Communication of Hazards.” Under this regulation, OSHA makes reference to conducting inspections according to 1926.1101 (k)(5)(ii)(B) and 1926.1101 (k)(5)(iii) or pursuant to the requirements of the Asbestos Hazard Emergency Response Act (AHERA) 40 CFR Part 763, Subpart E “Asbestos-Containing Materials in Schools.” The AHERA is regulated by the EPA, and applies to primary and secondary schools only; however, the procedures mandated under AHERA are generally considered the industry standards for surveys, as these are typically the most stringent.

3.3 Summary of Findings

A total of 37 homogeneous areas of suspect ACM were identified during the visual examination, from which 74 bulk samples were collected and subsequently submitted to a NYSDOH approved laboratory for analysis. Approximate sample locations are depicted on the Sample Location Plans, contained in Appendix C. A copy of laboratory reports and sample custody documentation are contained in Appendix D. Table I below provides a summary of the identified suspect ACM and associated analytical results.

Table I
Summary of Suspect ACM and Analytical Results

Material	General Location¹	Friable	% Asbestos²	Condition	Sample Numbers	Estimated Quantity^{3, 4}
Black Backing on Insulation Board	1995 Flat Roof	No	NAD	Fair	PL5474AI01A PL5474AI01B	NA
Black Built-Up Roofing	1995 Flat Roof	No	NAD	Fair	PL5474AI02A PL5474AI02B	NA
Brown Fiberboard Insulation	1995 Flat Roof	Yes	NAD	Fair	PL5474AI03A PL5474AI03B	NA
Black Seam/Flashing Tar	1995 Flat Roof	No	3.4	Fair	PL5474AI04A PL5474AI04B	180 Square Feet
Gray Roof Cement	1995 Flat Roof	No	NAD	Fair	PL5474AI05A PL5474AI05B	NA
Gray 3-Tab Asphalt Roof Shingle	1928 Roof Replacement	No	NAD	Fair	PL5474AI06A PL5474AI06B	NA
Black Tar Paper	1928 Roof Replacement	No	NAD	Fair	PL5474AI07A PL5474AI07B	NA
Darker Black Roof Cement	1928 Roof Replacement	No	Trace	Fair	PL5474AI08A PL5474AI08B	NA
Light Black Chimney Flashing Cement	1928 Roof Replacement	No	Trace	Fair	PL5474AI09A PL5474AI09B	NA
Black Tar Paper Flashing	1928 Roof Replacement	No	NAD	Fair	PL5474AI10A PL5474AI10B	NA

Material	General Location ¹	Friable	% Asbestos ²	Condition	Sample Numbers	Estimated Quantity ^{3, 4}
Black with Light Gray Specs 3-Tab Asphalt Roof Shingle	1928 Roof Replacement	No	NAD	Fair	PL5474AI11A PL5474AI11B	NA
Black Comingled Built-Up Roofing	1978 Flat Roof	No	NAD	Fair	PL5474AI12A PL5474AI12B	NA
Brown Fiber Board Insulation	1978 Flat Roof	Yes	NAD	Fair	PL5474AI13A PL5474AI13B	NA
Black Backing on Yellow Foam Board Insulation	1978 Flat Roof	No	NAD	Fair	PL5474AI14A PL5474AI14B	NA
White Gypsum Deck	1978 Flat Roof	Yes	NAD	Fair	PL5474AI15A PL5474AI15B	NA
Black Roof Cement	1978 Flat Roof	No	NAD	Fair	PL5474AI16A PL5474AI16B	NA
White Flashing Caulking	1978 Flat Roof	No	NAD	Fair	PL5474AI17A PL5474AI17B	NA
White Brick Caulking	1978 Flat Roof	No	NAD	Fair	PL5474AI18A PL5474AI18B	NA
Black Water and Ice Rolled Roofing	1928 Roof Replacement	No	NAD	Fair	PL5474AI19A PL5474AI19B	NA
Black Backing on Yellow Foam Board Insulation	Elevator Roof	No	NAD	Fair	PL5474AI20A PL5474AI20B	NA
Light Brown Insulation Board	Elevator Roof	Yes	NAD	Fair	PL5474AI21A PL5474AI21B	NA
Black Roof Cement	Elevator Roof	No	NAD	Fair	PL5474AI22A PL5474AI22B	NA
Gray Flashing Cement	Elevator Roof	No	NAD	Fair	PL5474AI23A PL5474AI23B	NA
Gray Gutter Seam Cement	Elevator Roof	No	NAD	Fair	PL5474AI24A PL5474AI24B	NA
Green 3-Tab Asphalt Roof Shingle	Real Property Roof	No	NAD	Fair	PL5474AI25A PL5474AI25B	NA
Black Roof Cement	Real Property Roof (Chimney)	No	3.1	Fair	PL5474AI26A PL5474AI26B	2 Square Feet
White Caulking	Real Property Roof (Chimney)	No	Trace	Fair	PL5474AI27A PL5474AI27B	NA
Gray Chimney Caulking	Real Property Roof	No	NAD	Fair	PL5474AI28A PL5474AI28B	NA
Black Roof Cement	Real Property Roof (Penetrations)	No	3.9	Fair	PL5474AI29A PL5474AI29B	5 Square Feet
White Roof Cement	Real Property Roof	No	NAD	Fair	PL5474AI30A PL5474AI30B	NA

	(Penetrations)					
Material	General Location¹	Friable	% Asbestos²	Condition	Sample Numbers	Estimated Quantity^{3, 4}
Black Tar Paper	Real Property Roof	No	NAD	Fair	PL5474AI31A PL5474AI31B	NA
Black Backing on Yellow Insulation Board	Stairwell Roof	No	NAD	Fair	PL5474AI32A PL5474AI32B	NA
Gray Putty Caulk	Stairwell Roof (Roof Drain)	No	NAD	Fair	PL5474AI33A PL5474AI33B	NA
Black/Brown Water and ice Rolled Roofing	All Roofs (Patches)	No	NAD	Fair	PL5474AI34A PL5474AI34B	NA
Black/Brown Caulking	Bell Tower (Lower Flashing)	No	NAD	Fair	PL5474AI35A PL5474AI35B	NA
White Filler	Bell Tower (Siding Seams)	No	NAD	Fair	PL5474AI36A PL5474AI36B	NA
White Caulking	Bell Tower (Upper Flashing)	No	NAD	Fair	PL5474AI37A PL5474AI37B	NA
Black Roofing Materials	Bell Tower	No	Assumed	Fair	NA	25 Square Feet

Notes:

¹ Sample Location Plan is enclosed in Appendix C.

² NAD = No Asbestos Detected

³ Quantities and locations are approximate and must be verified by asbestos abatement contractors prior to providing actual cost quotations and/or initiating abatement activities.

⁴ NA = Not Applicable

⁵ Material is considered ACM due to it being co-mingled with asbestos-containing mastic.

The EPA, NYSDOL, and other regulatory agencies define ACM as any material containing greater than 1% of asbestos. Materials listed in bold font in Table I above were determined or assumed to be ACM.

Materials containing trace asbestos (i.e., less than 1%) are not considered ACM; however, the OSHA recognizes materials that contain trace amounts of asbestos, and requires these materials be handled in accordance with their standard interpretation letter titled "Requirements for demolition operations involving material containing <1% asbestos", dated August 13, 1999. As shown in Table I above, 3 materials were determined to contain trace amounts of asbestos.

4.0 CONCLUSIONS AND RECOMMENDATIONS

The following conclusions and recommendations are prepared from ATL's understanding that the subject buildings may be subject to roof replacement projects. Should the management of the building areas change, it is recommended that the findings be revisited to reflect appropriate operations and management practices for ACM.

4.1 General

1. Concealed regulated ACM may exist at the site that could be encountered during future building renovation activities. Wall, ceiling, floor, roofing, and/or other component systems may contain concealed suspect ACM. If any suspect ACM is encountered during demolition and/or renovation activities, the activities disturbing the suspect ACM must stop and the material must be sampled and laboratory analyzed in accordance with applicable regulations.

4.2 Asbestos-Containing Materials

1. The materials listed in bold in Table I of Section 3.3 were determined or assumed to be ACM. The referenced table also shows materials that contain trace concentrations of asbestos and are regulated under OSHA.
2. Subpart 56-5(h) of 12 NYCRR Part 56 requires that no demolition, renovation, remodeling, or repair work be commenced by any owner or the owner's agent prior to the completion of asbestos abatement. Asbestos abatement must be performed by an asbestos abatement contractor that maintains a current asbestos handling license, and employs NYSDOL certified asbestos handlers and supervisors. It is recommended that a 12 NYCRR 56 certified Project Monitor oversee abatement activities.
3. Subpart 56-5(g) of 12 NYCRR Part 56 specifies requirements for transmittal of asbestos survey information by the owner or owner's agent. One copy of the asbestos survey report shall be sent to the local government entity charged with issuing a permit for such demolition, renovation, remodeling, or repair work under applicable State or local laws. If controlled demolition or pre-demolition activities will be performed, one copy of the asbestos survey report shall be submitted to the appropriate Asbestos Control Bureau district office. One copy of the asbestos survey report must be kept on the construction site throughout the duration of the asbestos project and any associated demolition, renovation, remodeling, or repair project.

APPENDIX A
LICENSES AND CERTIFICATIONS

Asbestos Certificate Code Classifications

The following letter codes shown on the enclosed asbestos certificates represent the corresponding asbestos classifications:

- | | |
|------------------------------------|--------------------------------------|
| A - Asbestos Handler | F - Operations & Maintenance |
| B - Allied Trades | G - Asbestos Supervisor |
| C - Air Sampling Technician | H - Asbestos Project Monitor |
| D - Building Inspector | I - Asbestos Project Designer |
| E - Management Planner | |

STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE



WILLIAM S. MINER
CLASS (EXPIRES)
D-INSP(07/14)

CERT# 09-19993
DMV# 571763710

MUST BE CARRIED ON ASBESTOS PROJECTS

IF FOUND RETURN TO:
NYSDEL - L&C UNIT
ROOM 161A BUILDING 12
STATE OFFICE CAMPUS
ALBANY NY 12240

EYES BLU
HAIR BLN

HGT 5' 09"



01213 000011381 69

New York State Department of Health Certificate of Asbestos Safety Training

This form is the official record of successful completion of a New York State accredited asbestos safety training course. Certificate No. **664204**

Name of Trainee (print) William Miner		NYS Dept. of Motor Vehicles ID (DMV ID) ¹ 571 763 710	
Signature of Trainee <i>William Miner</i>		Telephone Number 518-578-1206	Date of Birth ¹ 07-19-85

Address
71 Rockwell Road (Street or PO Box) **Plattsburgh** (City) **NY** (State) **13751** (Zip Code)

To be completed by Trainee
 To be completed by Training Sponsor

Provider's Name Cardno ATC	Telephone Number
Address 73 William Franks Drive	Course Cardno ATC
West Springfield, MA 01089	Location: 10 Colvin Ave., Ste. 101
(413) 781-0070	Albany, NY 12206
Zip Code	P. 518.438.0451

Course Title: **Inspector** Initial Refresher NYS DOH use only
DOH Equivalency²

Training Language: English Other: _____ Exam Grade/Date: **96.1. 9.4.13**

Dates of Training: From: **4/4/13** To: **4/11/13** Expires: **4/4/14**

I certify that the asbestos safety training course given on the above date complied with both 10 NYCRR Part 73 and TSCA Title II, was consistent with the curriculum and instructors approved by the New York State Department of Health, and the trainee receiving this certificate completed the training course and successfully passed the examination.

Training Director²: **DAVID JOHNSON** (Print) *[Signature]* (Signature)



STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE

CHRISTIAN D FOUT
CLASS (EXPIRES)
C ATEC(07/14) H PM (07/14)



CERT # 09-16360
DMV # 432398949

MUST BE CARRIED ON ASBESTOS PROJECTS

New York State Department of Health Certificate of Asbestos Safety Training
 This form is the official record of successful completion of a New York State accredited asbestos safety training course. Certificate No. **673278**

I - To be completed by Trainee

Name of Trainee (print) _____ NYS Dept. of Motor Vehicles ID (DMV ID) _____
 Signature of Trainee Christian Fout Telephone Number 432 398 949 Date of Birth 07/10/84
Christian Fout Telephone Number (518) 578-5677
 Address 24 Wildwood Estates NY 12901 (Zip Code)
 (Street or PO Box) (City)

II - To be completed by Training Sponsor

Provider's Name _____ Telephone Number _____
Cardno-ATC Course **Cardno-ATC**
 Address **73 William Franks Drive** Location: **10 Colvin Ave., Ste. 101**
West Springfield, MA 01089 Albany, NY 12206
 Zip Code **(413) 781-0070** P. 518.438.0451
 Course Title: Project Monitor Initial Refresher DOH Equivalency?
 Training Language: English Other: _____
 Dates of Training: From: 8/7/13 To: 8/7/14 Exam Grade/Date: 100% / 8-7-13
 Expires: 8/7/14

I certify that the asbestos safety training course given on the above date complied with both 10 NYCRR Part 73 and TSCA Title II, was consistent with the curriculum and instructors approved by the New York State Department of Health, and the trainee receiving this certificate completed the training course and successfully passed the examination.

Training Director²: Tim Walters _____ (Signature)
 (Print)

NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER

Expires 12:01 AM April 01, 2014
Issued April 01, 2013



CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE
Issued in accordance with and pursuant to section 502 Public Health Law of New York State

MR. RAVI KRISHNAPPA
AMERICA SCIENCE TEAM NEW YORK INC
117 EAST 30TH ST
NEW YORK, NY 10016

NY Lab Id No: 11480

is hereby APPROVED as an Environmental Laboratory for the category
ENVIRONMENTAL ANALYSES SOLID AND HAZARDOUS WASTE
All approved subcategories and/or analytes are listed below:

Miscellaneous

Asbestos in Friable Material	EPA 600/M4/82/020 Item 198.1 of Manual
Asbestos in Non-Friable Material-PLM	Item 198.6 of Manual (NOB by PLM)
Asbestos in Non-Friable Material-TEM	Item 198.4 of Manual

Serial No.: 48678

Property of the New York State Department of Health. Certificates are valid only at the address shown, must be conspicuously posted, and are printed on secure paper. Continued accreditation depends on successful ongoing participation in the Program. Consumers are urged to call (518) 485-5570 to verify the laboratory's accreditation status.



**National Voluntary
Laboratory Accreditation Program**



SCOPE OF ACCREDITATION TO ISO/IEC 17025:2005

AmeriSci New York
 DBA: AmeriSci New York
 117 E. 30th Street
 New York, NY 10016
 Mr. Paul Mucha
 Phone: 212-679-8600 Fax: 212-679-2711
 E-Mail: pmucha@amerisci.com
 URL: <http://www.amerisci.com>

BULK ASBESTOS FIBER ANALYSIS (PLM)

NVLAP LAB CODE 200546-0

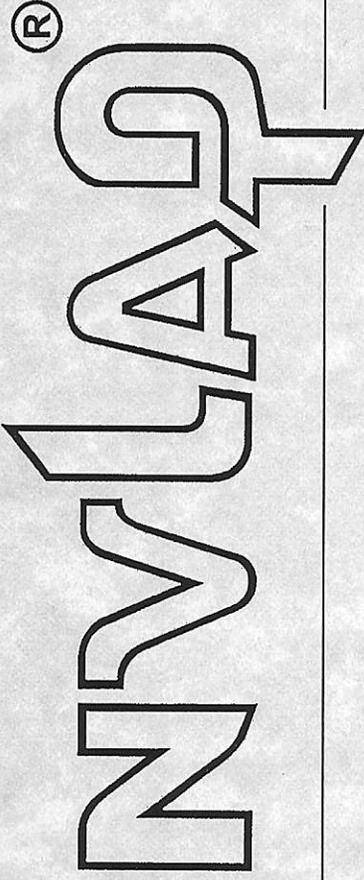
<i>NVLAP Code</i>	<i>Designation / Description</i>
18/A01	EPA 600/M4-82-020: Interim Method for the Determination of Asbestos in Bulk Insulation Samples
18/A03	EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials

2013-07-01 through 2014-06-30

Effective dates

For the National Institute of Standards and Technology

United States Department of Commerce
National Institute of Standards and Technology



Certificate of Accreditation to ISO/IEC 17025:2005

NVLAP LAB CODE: 200546-0

AmeriSci New York
New York, NY

is accredited by the National Voluntary Laboratory Accreditation Program for specific services,
listed on the Scope of Accreditation, for:

BULK ASBESTOS FIBER ANALYSIS

*This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2005.
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality
management system (refer to joint ISO-ILAC-IAF Communiqué dated January 2009).*

2013-07-01 through 2014-06-30

Effective dates



A handwritten signature in black ink, appearing to read "Mark R. Milled".

For the National Institute of Standards and Technology

APPENDIX B
SITE LOCATION MAP



Site Location Map

Drawn by:
CDF

Scale:
Not to scale

Project No.:
PL5474

Date:
May 21, 2014

**Essex County Department of Public Works
7551 Court Street, PO Box 217
Elizabethtown, NY 12932**

ATLANTIC TESTING LABORATORIES, Limited

Albany, NY
Poughkeepsie, NY

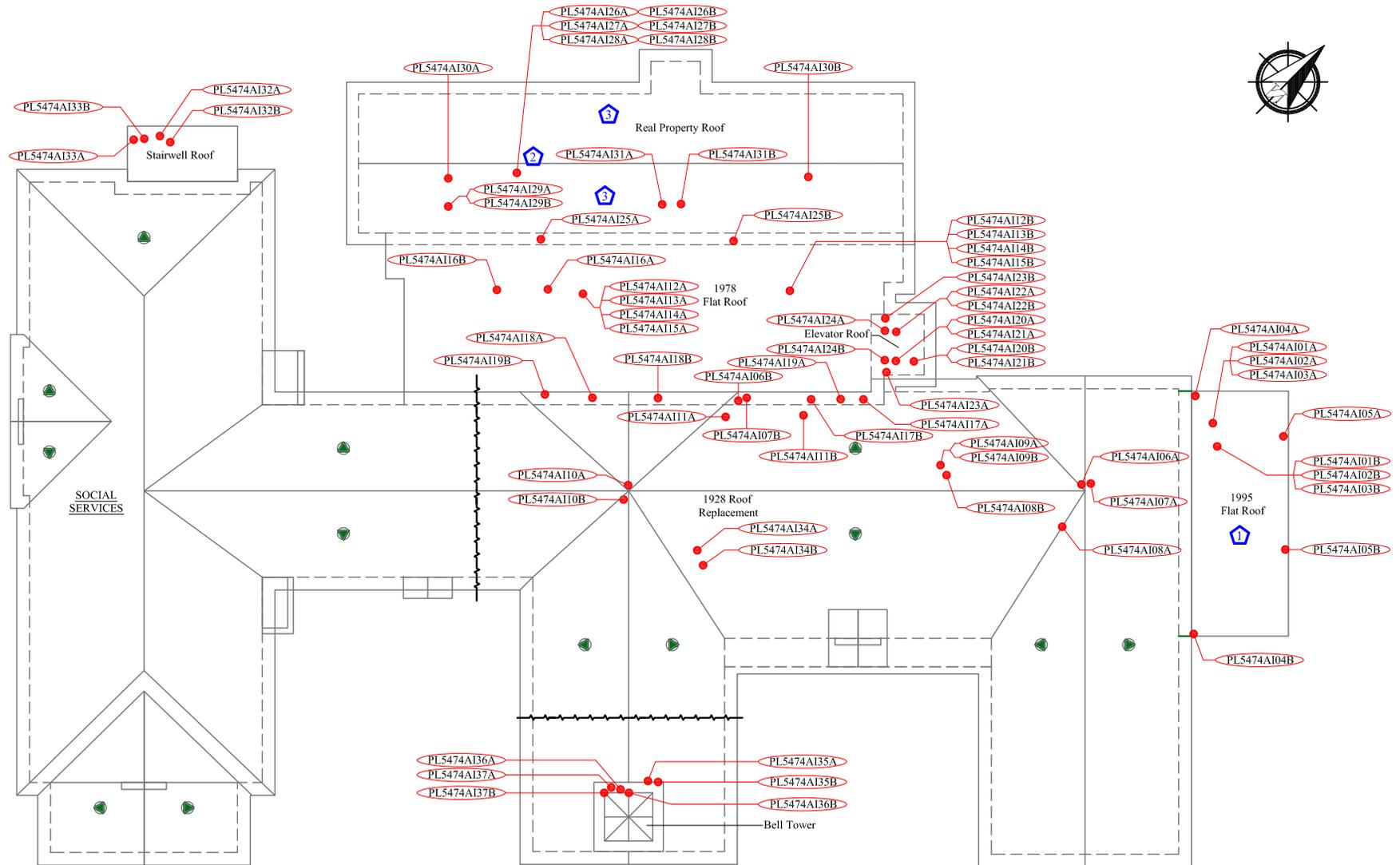
Binghamton, NY
Syracuse, NY

Canton, NY
Rochester, NY

Elmira, NY
Utica, NY

Plattsburgh, NY
Watertown, NY

APPENDIX C
SAMPLE LOCATION PLANS



LEGEND :

PL5474AI01A Suspect Asbestos Sample ID and Approximate Location

-  Black Seam / Flashing Tar
-  Black Roof Cement
-  Black Roof Cement

EXISTING OVERALL ROOF PLAN
Scale: None

<p>SAMPLE LOCATION PLAN</p> <p>Essex County Government Center Roof Replacement 7551 Court Street Elizabethtown, NY 12932</p>	<p>Drawn By:</p> <p style="text-align: center;">REZ</p>	<p>Scale:</p> <p style="text-align: center;">As Noted</p>	<p>Project No.:</p> <p style="text-align: center;">PL5474</p>	<p>Date :</p> <p style="text-align: center;">May 2014</p>
	 <p>ATLANTIC TESTING LABORATORIES, Limited</p> <p>Albany, NY Binghamton, NY Canton, NY Elmira, NY Poughkeepsie, NY Plattsburgh, NY Rochester, NY Syracuse, NY Utica, NY Watertown, NY</p> <p><small>www.AtlanticTesting.com</small></p>			

APPENDIX D

LABORATORY REPORTS AND CUSTODY DOCUMENTATION

**AmeriSci New York**

117 EAST 30TH ST.

NEW YORK, NY 10016

TEL: (212) 679-8600 • FAX: (212) 679-3114

PLM Bulk Asbestos Report

Atlantic Testing Laboratories, Limited

Attn: Art Cross

P.O. Box 29

Canton, NY 13617

Date Received 05/01/14**Date Examined** 05/06/14**ELAP #** 11480**RE:** PL5474; Government Center Roof; Elizabethtown, NY**AmeriSci Job #** 214051108**P.O. #** 13930**Page** 1 of 11

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PL5474AI-01A 01	214051108-01 Location: 1995 Flat Roof - Black Backing On Insulation Board	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 10.1 %			
PL5474AI-01B 01	214051108-02 Location: 1995 Flat Roof - Black Backing On Insulation Board	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 8.3 %			
PL5474AI-02A 02	214051108-03 Location: 1995 Flat Roof - Black Built-Up Roofing	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 71.8 %			
PL5474AI-02B 02	214051108-04 Location: 1995 Flat Roof - Black Built-Up Roofing	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 7.3 %			
PL5474AI-03A 03	214051108-05 Location: 1995 Flat Roof - Brown Fiberboard Insulation	No	NAD (by NYS ELAP 198.1) by Enisa Lalic on 05/06/14
Analyst Description: Brown, Homogeneous, Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Cellulose 95 %, Non-fibrous 5 %			

AmeriSci Job #: 214051108

Page 2 of 11

Client Name: Atlantic Testing Laboratories, Limited

PLM Bulk Asbestos Report

PL5474; Government Center Roof; Elizabethtown, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PL5474AI-03B 03	214051108-06 Location: 1995 Flat Roof - Brown Fiberboard Insulation	No	NAD (by NYS ELAP 198.1) by Enisa Lalic on 05/06/14
Analyst Description: Brown, Homogeneous, Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Cellulose 97 %, Non-fibrous 3 %			
PL5474AI-04A 04	214051108-07 Location: 1995 Flat Roof - Black Seam / Flashing Tar	Yes	3.4 % (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types: Chrysotile 3.4 %			
Other Material: Non-fibrous 26.2 %			
PL5474AI-04B 04	214051108-08 Location: 1995 Flat Roof - Black Seam / Flashing Tar		NA/PS
Analyst Description: Bulk Material			
Asbestos Types:			
Other Material:			
PL5474AI-05A 05	214051108-09 Location: 1995 Flat Roof - Grey Tar On Copper Flashing	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 97.3 %			
PL5474AI-05B 05	214051108-10 Location: 1995 Flat Roof - Grey Tar On Copper Flashing	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 94.3 %			
PL5474AI-06A 06	214051108-11 Location: 1928 Roof Replacement - Grey 3-Tab Asphalt Shingle	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 4.4 %			

AmeriSci Job #: 214051108

Client Name: Atlantic Testing Laboratories, Limited

Page 3 of 11

PLM Bulk Asbestos Report

PL5474; Government Center Roof; Elizabethtown, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PL5474AI-06B 06	214051108-12 Location: 1928 Roof Replacement - Grey 3-Tab Asphalt Shingle	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 57 %			
PL5474AI-07A 07	214051108-13 Location: 1928 Roof Replacement - Black Tar Paper	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 9.2 %			
PL5474AI-07B 07	214051108-14 Location: 1928 Roof Replacement - Black Tar Paper	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 7.6 %			
PL5474AI-08A 08	214051108-15 Location: 1928 Roof Replacement - Darker Black Roof Cement	Yes	Trace (<0.25 % pc) ¹ (EPA 400 PC) by Enisa Lalic on 05/06/14
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types: Chrysotile <0.25 % pc			
Other Material: Non-fibrous 13.3 %			
PL5474AI-08B 08	214051108-16 Location: 1928 Roof Replacement - Darker Black Roof Cement	Yes	Trace (<0.25 % pc) ¹ (EPA 400 PC) by Enisa Lalic on 05/06/14
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types: Chrysotile <0.25 % pc			
Other Material: Non-fibrous 8.6 %			
PL5474AI-09A 09	214051108-17 Location: 1928 Roof Replacement - Light Black Chimney Flashing Cement	Yes	Trace (<0.25 % pc) ¹ (EPA 400 PC) by Enisa Lalic on 05/06/14
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types: Chrysotile <0.25 % pc			
Other Material: Non-fibrous 50.5 %			

AmeriSci Job #: 214051108

Client Name: Atlantic Testing Laboratories, Limited

Page 4 of 11

PLM Bulk Asbestos Report

PL5474; Government Center Roof; Elizabethtown, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PL5474AI-09B 09	214051108-18 Location: 1928 Roof Replacement - Light Black Chimney Flashing Cement	Yes	Trace (<0.25 % pc) ¹ (EPA 400 PC) by Enisa Lalic on 05/06/14
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Chrysotile <0.25 % pc Other Material: Non-fibrous 20.5 %			
PL5474AI-10A 10	214051108-19 Location: 1928 Roof Replacement - Black Tar Paper Flashing On Valley / Ridge	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 6.4 %			
PL5474AI-10B 10	214051108-20 Location: 1928 Roof Replacement - Black Tar Paper Flashing On Valley / Ridge	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 13.2 %			
PL5474AI-11A 11	214051108-21 Location: 1928 Roof Replacement - Black With Light Grey Specs 3-Tab Shingle	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 19.9 %			
PL5474AI-11B 11	214051108-22 Location: 1928 Roof Replacement - Black With Light Grey Specs 3-Tab Shingle	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 23.4 %			
PL5474AI-12A 12	214051108-23 Location: 1978 Flat Roof - Black Commingled Built Up Roofing	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 11.8 %			

AmeriSci Job #: 214051108

Page 5 of 11

Client Name: Atlantic Testing Laboratories, Limited

PLM Bulk Asbestos Report

PL5474; Government Center Roof; Elizabethtown, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
12 PL5474AI-12B Location: 1978 Flat Roof - Black Commingled Built Up Roofing	214051108-24	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 8.8 %			
13 PL5474AI-13A Location: 1978 Flat Roof - Brown Fiberboard Insulation	214051108-25	No	NAD (by NYS ELAP 198.1) by Enisa Lalic on 05/06/14
Analyst Description: Brown, Homogeneous, Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Cellulose 98 %, Non-fibrous 2 %			
13 PL5474AI-13B Location: 1978 Flat Roof - Brown Fiberboard Insulation	214051108-26	No	NAD (by NYS ELAP 198.1) by Enisa Lalic on 05/06/14
Analyst Description: Brown, Homogeneous, Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Cellulose 95 %, Non-fibrous 5 %			
14 PL5474AI-14A Location: 1978 Flat Roof - Black Backing On Yellow Foam Insulation	214051108-27	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 6.3 %			
14 PL5474AI-14B Location: 1978 Flat Roof - Black Backing On Yellow Foam Insulation	214051108-28	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 8.9 %			
15 PL5474AI-15A Location: 1978 Flat Roof - White Gypsum Decking	214051108-29	No	NAD (by NYS ELAP 198.1) by Enisa Lalic on 05/06/14
Analyst Description: OffWhite, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Cellulose 2 %, Fibrous glass Trace, Non-fibrous 98 %			

Client Name: Atlantic Testing Laboratories, Limited

PLM Bulk Asbestos Report

PL5474; Government Center Roof; Elizabethtown, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PL5474AI-15B 15 Location: 1978 Flat Roof - White Gypsum Decking	214051108-30	No	NAD (by NYS ELAP 198.1) by Enisa Lalic on 05/06/14
Analyst Description: OffWhite, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Cellulose Trace, Fibrous glass Trace, Non-fibrous 100 %			
PL5474AI-16A 16 Location: 1978 Flat Roof - Black Roof Cement Skylight	214051108-31	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 17.6 %			
PL5474AI-16B 16 Location: 1978 Flat Roof - Black Roof Cement Penetration	214051108-32	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 12.7 %			
PL5474AI-17A 17 Location: 1978 Flat Roof - White Caulking On Flashing	214051108-33	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 13.4 %			
PL5474AI-17B 17 Location: 1978 Flat Roof - White Caulking On Flashing	214051108-34	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 3.4 %			
PL5474AI-18A 18 Location: 1978 Flat Roof - White Caulking On Brick	214051108-35	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 15.6 %			

AmeriSci Job #: 214051108

Client Name: Atlantic Testing Laboratories, Limited

Page 7 of 11

PLM Bulk Asbestos Report

PL5474; Government Center Roof; Elizabethtown, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PL5474AI-18B 18	214051108-36 Location: 1978 Flat Roof - White Caulking On Brick	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 15 %			
PL5474AI-19A 19	214051108-37 Location: 1928 Roof Replacement - Black Water & Ice Roofing	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 14.1 %			
PL5474AI-19B 19	214051108-38 Location: 1928 Roof Replacement - Black Water & Ice Roofing	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 13 %			
PL5474AI-20A 20	214051108-39 Location: Elevator Roof - Black Backing On Yellow Foam Insulation	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/08/14
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 9.3 %			
PL5474AI-20B 20	214051108-40 Location: Elevator Roof - Black Backing On Yellow Foam Insulation	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 19.1 %			
PL5474AI-21A 21	214051108-41 Location: Elevator Roof - Light Brown Insulation Board	No	NAD (by NYS ELAP 198.1) by Enisa Lalic on 05/06/14
Analyst Description: Brown, Homogeneous, Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Cellulose 95 %, Non-fibrous 5 %			

AmeriSci Job #: 214051108

Page 8 of 11

Client Name: Atlantic Testing Laboratories, Limited

PLM Bulk Asbestos Report

PL5474; Government Center Roof; Elizabethtown, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PL5474AI-21B 21	214051108-42 Location: Elevator Roof - Light Brown Insulation Board	No	NAD (by NYS ELAP 198.1) by Enisa Lalic on 05/06/14
Analyst Description: Brown, Homogeneous, Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Cellulose 97 %, Non-fibrous 3 %			
PL5474AI-22A 22	214051108-43 Location: Elevator Roof - Black Roof Cement	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 9.2 %			
PL5474AI-22B 22	214051108-44 Location: Elevator Roof - Black Roof Cement	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 3.5 %			
PL5474AI-23A 23	214051108-45 Location: Elevator Roof - Grey Flashing Cement	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 7.9 %			
PL5474AI-23B 23	214051108-46 Location: Elevator Roof - Grey Flashing Cement	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 15.7 %			
PL5474AI-24A 24	214051108-47 Location: Elevator Roof - Grey Gutter Seam Cement	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 29 %			

AmeriSci Job #: 214051108

Page 9 of 11

Client Name: Atlantic Testing Laboratories, Limited

PLM Bulk Asbestos Report

PL5474; Government Center Roof; Elizabethtown, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PL5474AI-24B 24	214051108-48 Location: Elevator Roof - Grey Gutter Seam Cement	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 28.2 %			
PL5474AI-25A 25	214051108-49 Location: Real Property Roof - Green 3 Tab Asphalt Shingle	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 65.8 %			
PL5474AI-25B 25	214051108-50 Location: Real Property Roof - Green 3 Tab Asphalt Shingle	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 45.5 %			
PL5474AI-26A 26	214051108-51 Location: Real Property Roof - Black Roof Cement Chimney	Yes	3.1 % (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types: Chrysotile 3.1 %			
Other Material: Non-fibrous 23 %			
PL5474AI-26B 26	214051108-52 Location: Real Property Roof - Black Roof Cement Chimney		NA/PS
Analyst Description: Bulk Material			
Asbestos Types:			
Other Material:			
PL5474AI-27A 27	214051108-53 Location: Real Property Roof - White Caulking	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 16.1 %			

AmeriSci Job #: 214051108

Client Name: Atlantic Testing Laboratories, Limited

PLM Bulk Asbestos Report

PL5474; Government Center Roof; Elizabethtown, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PL5474AI-27B 27 Location: Real Property Roof - White Caulking Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 13.4 %	214051108-54	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
PL5474AI-28A 28 Location: Real Property Roof - Grey Caulking Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 9.6 %	214051108-55	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
PL5474AI-28B 28 Location: Real Property Roof - Grey Caulking Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 4.5 %	214051108-56	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
PL5474AI-29A 29 Location: Real Property Roof - Black Roof Cement Penetrations Analyst Description: Black/Brown, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Chrysotile 3.9 % Other Material: Non-fibrous 29.9 %	214051108-57	Yes	3.9 % (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
PL5474AI-29B 29 Location: Real Property Roof - Black Roof Cement Penetrations Analyst Description: Bulk Material Asbestos Types: Other Material:	214051108-58		N/APS
PL5474AI-30A 30 Location: Real Property Roof - White Roof Cement Penetrations - Sample Appears To Be Caulking. Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 13.9 % Comment: Sample Appears To Be Caulking.	214051108-59	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14

AmeriSci Job #: 214051108

Client Name: Atlantic Testing Laboratories, Limited

Page 11 of 11

PLM Bulk Asbestos Report

PL5474; Government Center Roof; Elizabethtown, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PL5474AI-30B 30	214051108-60	No	NAD
Location: Real Property Roof - White Roof Cement Penetrations - Sample Appears To Be Caulking.			(by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 18.3 %			
Comment: Sample Appears To Be Caulking.			
PL5474AI-31A 31	214051108-61	No	NAD
Location: Real Property Roof - Block Tar Paper			(by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 10.4 %			
PL5474AI-31B 31	214051108-62	No	NAD
Location: Real Property Roof - Block Tar Paper			(by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 8.3 %			

Reporting Notes:

(1) Sample prepared for analysis by ELAP 198.6 method

Analyzed by: Enisa Lalic

*NAD/NSD =no asbestos detected; NA =not analyzed; NA/PS=not analyzed/positive stop; PLM Bulk Asbestos Analysis by EPA 600/M4-82-020 per 40 CFR 763 (NVLAP Lab Code 200546-0), ELAP PLM Method 198.1 for NY friable samples, which includes the identification and quantitation of vermiculite or 198.6 for NQB samples or EPA 400 pt ct by EPA 600/M4-82-020 (NY ELAP Lab ID11480); Note:PLM is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. NAD or Trace results by PLM are inconclusive, TEM is currently the only method that can be used to determine if this material can be considered or treated as non asbestos-containing in NY State (also see EPA Advisory for floor tile, FR 59,146,38970,8/1/94) National Institute of Standards and Technology Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the lab.This PLM report relates ONLY to the items tested. AIHA Lab # 102843, RI Cert#AAL-094, CT Cert#PH-0186, Mass Cert#AA000054.

Reviewed By: _____

END OF REPORT _____

Table 1
Summary of Bulk Asbestos Analysis Results
 PL5474: Government Center Roof, Elizabethtown, NY

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
01	PL5474AI-01A	01	0.119	89.9	0.0	10.1	NAD	NAD
Location: 1995 Flat Roof - Black Backing On Insulation Board								
02	PL5474AI-01B	01	0.108	87.0	4.6	8.3	NAD	NAD
Location: 1995 Flat Roof - Black Backing On Insulation Board								
03	PL5474AI-02A	02	0.444	11.5	16.7	71.8	NAD	NAD
Location: 1995 Flat Roof - Black Built-Up Roofing								
04	PL5474AI-02B	02	0.246	91.5	1.2	7.3	NAD	NAD
Location: 1995 Flat Roof - Black Built-Up Roofing								
05	PL5474AI-03A	03	---	---	---	---	NAD	NAD
Location: 1995 Flat Roof - Brown Fiberboard Insulation								
06	PL5474AI-03B	03	---	---	---	---	NAD	NAD
Location: 1995 Flat Roof - Brown Fiberboard Insulation								
07	PL5474AI-04A	04	0.142	64.1	6.3	26.2	Chrysotile 3.4	NA
Location: 1995 Flat Roof - Black Seam / Flashing Tar								
08	PL5474AI-04B	04	0.166	51.2	28.9	19.9	NAP/S	NA
Location: 1995 Flat Roof - Black Seam / Flashing Tar								
09	PL5474AI-05A	05	0.659	-0.6	3.3	97.3	NAD	NAD
Location: 1995 Flat Roof - Grey Tar On Copper Flashing								
10	PL5474AI-05B	05	0.665	0.8	5.0	94.3	NAD	NAD
Location: 1995 Flat Roof - Grey Tar On Copper Flashing								
11	PL5474AI-06A	06	0.362	19.6	76.0	4.4	NAD	NAD
Location: 1928 Roof Replacement - Grey 3-Tab Asphalt Shingle								
12	PL5474AI-06B	06	0.221	21.3	21.7	57.0	NAD	NAD
Location: 1928 Roof Replacement - Grey 3-Tab Asphalt Shingle								
13	PL5474AI-07A	07	0.141	87.2	3.5	9.2	NAD	NAD
Location: 1928 Roof Replacement - Black Tar Paper								
14	PL5474AI-07B	07	0.144	91.0	1.4	7.6	NAD	NAD
Location: 1928 Roof Replacement - Black Tar Paper								
15	PL5474AI-08A	08	0.165	68.5	18.2	13.2	Chrysotile <0.25	Chrysotile Trace
Location: 1928 Roof Replacement - Darker Black Roof Cement								
16	PL5474AI-08B	08	0.198	32.3	59.1	8.5	Chrysotile <0.25	Chrysotile Trace
Location: 1928 Roof Replacement - Darker Black Roof Cement								

See Reporting notes on last page

Table I
Summary of Bulk Asbestos Analysis Results
 PL5474; Government Center Roof, Elizabethtown, NY

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
17	PL5474AI-09A	09	0.184	35.9	13.6	50.4	Chrysotile <0.25	Chrysotile Trace
Location: 1928 Roof Replacement - Light Black Chimney Flashing Cement								
18	PL5474AI-09B	09	0.190	66.3	13.2	20.4	Chrysotile <0.25	Chrysotile Trace
Location: 1928 Roof Replacement - Light Black Chimney Flashing Cement								
19	PL5474AI-10A	10	0.172	82.6	11.0	6.4	NAD	NAD
Location: 1928 Roof Replacement - Black Tar Paper Flashing On Valley / Ridge								
20	PL5474AI-10B	10	0.189	69.8	16.9	13.2	NAD	NAD
Location: 1928 Roof Replacement - Black Tar Paper Flashing On Valley / Ridge								
21	PL5474AI-11A	11	0.337	23.7	56.3	19.9	NAD	NAD
Location: 1928 Roof Replacement - Black With Light Grey Specs 3-Tab Shingle								
22	PL5474AI-11B	11	0.286	23.4	53.1	23.4	NAD	NAD
Location: 1928 Roof Replacement - Black With Light Grey Specs 3-Tab Shingle								
23	PL5474AI-12A	12	0.119	84.0	4.2	11.8	NAD	NAD
Location: 1978 Flat Roof - Black Commingled Built Up Roofing								
24	PL5474AI-12B	12	0.170	90.6	0.6	8.8	NAD	NAD
Location: 1978 Flat Roof - Black Commingled Built Up Roofing								
25	PL5474AI-13A	13	---	---	---	---	NAD	NA
Location: 1978 Flat Roof - Brown Fiberboard Insulation								
26	PL5474AI-13B	13	---	---	---	---	NAD	NA
Location: 1978 Flat Roof - Brown Fiberboard Insulation								
27	PL5474AI-14A	14	0.112	92.9	0.9	6.3	NAD	NAD
Location: 1978 Flat Roof - Black Backing On Yellow Foam Insulation								
28	PL5474AI-14B	14	0.112	89.3	1.8	8.9	NAD	NAD
Location: 1978 Flat Roof - Black Backing On Yellow Foam Insulation								
29	PL5474AI-15A	15	---	---	---	---	NAD	NA
Location: 1978 Flat Roof - White Gypsum Decking								
30	PL5474AI-15B	15	---	---	---	---	NAD	NA
Location: 1978 Flat Roof - White Gypsum Decking								
31	PL5474AI-16A	16	0.159	59.1	23.3	17.6	NAD	NAD
Location: 1978 Flat Roof - Black Roof Cement Skylight								
32	PL5474AI-16B	16	0.102	86.3	1.0	12.7	NAD	NAD
Location: 1978 Flat Roof - Black Roof Cement Penetration								

See Reporting notes on last page

Table 1
Summary of Bulk Asbestos Analysis Results
 PL5474: Government Center Roof, Elizabethtown, NY

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
33	PL5474AI-17A	17	0.372	71.0	15.6	13.4	NAD	NAD
Location: 1978 Flat Roof - White Caulking On Flashing								
34	PL5474AI-17B	17	1.218	12.0	84.6	3.4	NAD	NAD
Location: 1978 Flat Roof - White Caulking On Flashing								
35	PL5474AI-18A	18	0.109	68.8	15.6	15.6	NAD	NAD
Location: 1978 Flat Roof - White Caulking On Brick								
36	PL5474AI-18B	18	0.127	3.1	81.9	15.0	NAD	NAD
Location: 1978 Flat Roof - White Caulking On Brick								
37	PL5474AI-19A	19	0.170	60.0	25.9	14.1	NAD	NAD
Location: 1928 Roof Replacement - Black Water & Ice Roofing								
38	PL5474AI-19B	19	0.162	58.6	28.4	13.0	NAD	NAD
Location: 1928 Roof Replacement - Black Water & Ice Roofing								
39	PL5474AI-20A	20	0.107	89.7	0.9	9.3	NAD	NAD
Location: Elevator Roof - Black Backing On Yellow Foam Insulation								
40	PL5474AI-20B	20	0.115	80.0	0.9	19.1	NAD	NAD
Location: Elevator Roof - Black Backing On Yellow Foam Insulation								
41	PL5474AI-21A	21	---	---	---	---	NAD	NAD
Location: Elevator Roof - Light Brown Insulation Board								
42	PL5474AI-21B	21	---	---	---	---	NAD	NA
Location: Elevator Roof - Light Brown Insulation Board								
43	PL5474AI-22A	22	0.142	42.3	48.6	9.2	NAD	NA
Location: Elevator Roof - Black Roof Cement								
44	PL5474AI-22B	22	0.115	94.8	1.7	3.5	NAD	NAD
Location: Elevator Roof - Black Roof Cement								
45	PL5474AI-23A	23	0.114	86.8	5.3	7.9	NAD	NAD
Location: Elevator Roof - Grey Flashing Cement								
46	PL5474AI-23B	23	0.204	79.4	4.9	15.7	NAD	NAD
Location: Elevator Roof - Grey Flashing Cement								
47	PL5474AI-24A	24	0.231	34.2	36.8	29.0	NAD	NAD
Location: Elevator Roof - Grey Gutter Seam Cement								
48	PL5474AI-24B	24	0.227	27.8	44.1	28.2	NAD	NAD
Location: Elevator Roof - Grey Gutter Seam Cement								

See Reporting notes on last page

Table 1
Summary of Bulk Asbestos Analysis Results
 PL5474; Government Center Roof; Elizabethtown, NY

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM	
49	PL5474A1-25A	25	0.301	28.9	5.3	65.8	NAD	NAD	
Location: Real Property Roof - Green 3 Tab Asphalt Shingle									
50	PL5474A1-25B	25	0.154	46.1	8.4	45.5	NAD	NAD	
Location: Real Property Roof - Green 3 Tab Asphalt Shingle									
51	PL5474A1-26A	26	0.176	39.8	34.1	23.0	Chrysotile 3.1	NA	
Location: Real Property Roof - Black Roof Cement Chimney									
52	PL5474A1-26B	26	0.172	38.4	33.7	27.9	NA/PS	NA	
Location: Real Property Roof - Black Roof Cement Chimney									
53	PL5474A1-27A	27	0.112	57.1	26.8	16.0	NAD	Anthrophyllite Trace	
Location: Real Property Roof - White Caulking									
54	PL5474A1-27B	27	0.164	34.1	52.4	13.2	NAD	Chrysotile Trace	
Location: Real Property Roof - White Caulking									
55	PL5474A1-28A	28	0.146	39.0	51.4	9.6	NAD	Anthrophyllite Trace	
Location: Real Property Roof - Grey Caulking									
56	PL5474A1-28B	28	0.514	37.2	58.4	4.5	NAD	NAD	
Location: Real Property Roof - Grey Caulking									
57	PL5474A1-29A	29	0.139	59.7	6.5	29.9	Chrysotile 3.9	NA	
Location: Real Property Roof - Black Roof Cement Penetrations									
58	PL5474A1-29B	29	0.429	53.1	3.3	43.6	NA/PS	NA	
Location: Real Property Roof - Black Roof Cement Penetrations									
59	PL5474A1-30A	30	0.166	17.5	68.7	13.9	NAD	NAD	
Location: Real Property Roof - White Roof Cement Penetrations - Sample Appears To Be Caulking.									
60	PL5474A1-30B	30	0.153	13.9	67.8	18.3	NAD	NAD	
Location: Real Property Roof - White Roof Cement Penetrations - Sample Appears To Be Caulking.									
61	PL5474A1-31A	31	0.134	88.1	1.5	10.4	NAD	NAD	
Location: Real Property Roof - Block Tar Paper									
62	PL5474A1-31B	31	0.132	89.4	2.3	8.3	NAD	NAD	
Location: Real Property Roof - Block Tar Paper									

See Reporting notes on last page

Table 1
Summary of Bulk Asbestos Analysis Results
 PL5474; Government Center Roof, Elizabethtown, NY

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM



Analyzed by: Marik Peysakhov

Date Analyzed 5/6/2014

**Quantitative Analysis (Semi/Full): Bulk Asbestos Analysis - PLM by EPA 600/M4-82-020 per 40 CFR or ELAP 198.1 for New York friable samples or ELAP 198.6 for New York NOB samples; TEM (Semi/Full) by EPA 600/R-93/116 (not covered by NVLAP Bulk accreditation) or ELAP 198.4; for New York samples; NAD = no asbestos detected during a quantitative analysis; NA = not analyzed; Trace = <1%; Quantitation for beginning weights of <0.1 grams should be considered as qualitative only; Qualitative Analysis: Asbestos analysis results of "Present" or "NVA = No Visible Asbestos" represents results for Qualitative PLM or TEM Analysis only (no accreditation coverage available from any regulatory agency for qualitative analyses); AIHA Lab # 102843, NVLAP Lab Code 200546-0, NYSDOH ELAP Lab ID#11480.

Warning Note: PLM limitation, only TEM will resolve fibers <0.25 micrometers in diameter. TEM bulk analysis is representative of the fine grained matrix material and may not be representative of non-uniformly dispersed debris for which PLM evaluation is recommended (i.e. soils and other heterogeneous materials).

Reviewed By: _____

214051108

ATLANTIC TESTING LABORATORIES

ASBESTOS BULK SAMPLE CHAIN-OF-CUSTODY RECORD

13930

- Albany**
22 Corporate Drive
Clifton Park, NY 12005
518/283-9144 (T)
518/939-9166 (F)
- Binghamton**
126 Park Avenue
Binghamton, NY 13903
607/723-1812 (T)
607/723-1835 (F)
- Canton**
6431 U.S. Highway 11
Canton, NY 13617
315/386-4578 (T)
315/386-1012 (F)
- Elmira**
2330 Route 352
Elmira, NY 14903
607/723-0700 (T)
607/723-0714 (F)
- Plattsburgh**
130 Arizona Ave
Plattsburgh, NY 12903
518/563-5878 (T)
518/563-1321 (F)
- Poughkeepsie**
251 Upper North Road
Highland, NY 12528
845/691-6098 (T)
845/691-6099 (F)
- Rochester**
3445 Winona Place
Rochester, NY 14623
585/427-9020 (T)
585/427-9021 (F)
- Syracuse**
6085 Court Street Road
Syracuse, NY 13206
315/699-5281 (T)
315/699-3174 (F)
- Utica**
301 St. Anthony Street
Utica, NY 13501
315/725-3309 (T)
315/725-0742 (F)
- Watertown**
26581 NYS Route 283
Watertown, NY 13601
315/786-7887 (T)
315/786-2022 (F)

Project: PL 54774
Government Center Roof
Art Class
Elizabethtown NY

Page 1 of 5

12hr 24hr 48hr 72hr

Positive Stop Analysis
 Negative by PLM-NOB, analyze by TEM-NOB
 Other

PLM-NOB Analysis Requested: YES NO

Report Distribution:
 ATL: YES NO
 ART: YES NO
 AC: YES NO
 AT: YES NO

Sample No.	Sample Location	Sample Description	Analysis Requested				Laboratory Sample ID No.
			PLM	PLM-NOB	TEM-NOB	TEM-ONLY	
PLSYHAT01A	1995 Flat Roof	Black Backing on Insulation Board					
PLSYHAT01B	1995 Flat Roof	Black Backing on Insulation Board					
PLSYHAT02A	1995 Flat Roof	Black Built up Asphalt Roofing	X	X	X	X	
PLSYHAT02B	1995 Flat Roof	Black Built up Asphalt Roofing	X	X	X	X	
PLSYHAT03A	1995 Flat Roof	Brown Fiberglass Insulation	X	X	X	X	
PLSYHAT03B	1995 Flat Roof	Brown Fiberglass Insulation	X	X	X	X	
PLSYHAT04A	1995 Flat Roof	Black Seams/Flashing Tar	X	X	X	X	
PLSYHAT04B	1995 Flat Roof	Black Seams/Flashing Tar	X	X	X	X	
PLSYHAT05A	1995 Flat Roof	Grey Tar on Ceiling Flashing	X	X	X	X	
PLSYHAT05B	1995 Flat Roof	Grey Tar on Ceiling Flashing	X	X	X	X	
PLSYHAT06A	1993 Roof Replacement	Grey 3-Tab Asphalt Shingle	X	X	X	X	
PLSYHAT06R	1993 Roof Replacement	Grey 3-Tab Asphalt Shingle	X	X	X	X	
PLSYHAT07A	1993 Roof Replacement	Black Tar Paper	X	X	X	X	
Christian Foot							
Quartz Start							
B-11 Mine							
S. Men							

Think Quality

Distribution: Write with Samples
 Yellow to Laboratory
 Pink to ATT Files

ENV-001A
 pdrive:Forms\Environmental\FieldForms\Asbestos Bulk Sample Chain-of-Custody Record rev 3: 07/09

214051108

ATLANTIC TESTING LABORATORIES

ASBESTOS BULK SAMPLE CHAIN-OF-CUSTODY RECORD

13931

Albany
22 Corporate Drive
Clifton Park, NY 12065
518283-9144 (T)
518283-9166 (F)

Binghamton
126 Park Avenue
Binghamton, NY 13903
607773-1812 (T)
607773-1835 (F)

Canton
6431 U.S. Highway 11
Canton, NY 13617
315286-4578 (T)
315286-1012 (F)

Elmira
2330 Route 332
Elmira, NY 14902
607737-0700 (T)
607737-0714 (F)

Pittsburgh
130 Arznum Ave
Pittsburgh, NY 12903
518561-5878 (T)
518561-1231 (F)

Poughkeepsie
251 Upper North Road
Highland, NY 12528
845691-6098 (T)
845691-6099 (F)

Rochester
3445 Winton Place
Rochester, NY 14625
583427-3020 (T)
583427-9021 (F)

Syracuse
6085 Court Street Road
Syracuse, NY 13206
315699-5281 (T)
315699-3374 (F)

Utica
301 St. Anthony Street
Utica, NY 13501
315735-3309 (T)
315735-0742 (F)

Watertown
26581 NYS Route 283
Watertown, NY 13601
315786-7887 (T)
315786-2022 (F)

PC5474

Government Center
Roof

Art Cess
Elizabeth Town NY

4/30/14
Page 2 of 5

12hr 24hr 48hr 72hr

Positive Stop Analysis
 Negative by PLM-NOB, analyze by TEM-NOB
 Other

YES NO

Pittsburgh
Art Cess

Asbestos@atlantictesting.com

Field Sample No.	Sample Location	Sample Description	Analysis Requested		PLM-NOB	TEM-NOB	TEM-ONLY	MICRO-VAC	Laboratory Sample ID No.
			PLM	TEM					
PS474AE07B	1938 Roof	Replacemnt			X				
PS474AE08A	1938 Roof	Replacemnt			X				
PS474AE08B	1938 Roof	Replacemnt			X				
PS474AE09A	1938 Roof	Replacemnt			X				
PS474AE09B	1938 Roof	Replacemnt			X				
PS474AE10A	1938 Roof	Replacemnt			X				
PS474AE10B	1938 Roof	Replacemnt			X				
PS474AE11A	1938 Roof	Replacemnt			X				
PS474AE11B	1938 Roof	Replacemnt			X				
PS474AE12A	1978 Flat Roof	Black Comingled Built up Roofing			X				
PS474AE12B	1978 Flat Roof	Black Comingled Built up Roofing			X				
PS474AE13A	1978 Flat Roof	Brown Fiberboard Insulation			X				
PS474AE13B	1978 Flat Roof	Brown Fiberboard Insulation			X				
Christian Fast Choke-Steak									
B-11 Misc									
B-11 Misc									

Think Quality

Distribution: Write with Samples
Yellow to Laboratory
Pink to ATL Files

ENV-001A
drive: F:\oms\Environmental\field\oms\Asbestos Bulk Sample Chain-of-Custody Record rev 3: 07/09

**AmeriSci New York**

117 EAST 30TH ST.

NEW YORK, NY 10016

TEL: (212) 679-8600 • FAX: (212) 679-3114

PLM Bulk Asbestos Report

Atlantic Testing Laboratories, Limited

Attn: Art Cross

P.O. Box 29

Canton, NY 13617

Date Received 05/19/14

Date Examined 05/20/14

ELAP # 11480

RE: PL5474; Government Center Roof; Elizabethtown, NY

AmeriSci Job # 214053759

P.O. # 13941

Page 1 of 3

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
1 PL5414AI32A Location: Flat Roof, Social Services - Black Backing On Insulation Board	214053759-01	No	NAD (by NYS ELAP 198.6) by Ivan H. Reyes on 05/20/14
Analyst Description: Black, Homogeneous, Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Fibrous glass Trace, Non-fibrous 8.8 %			
1 PL5414AI32B Location: Flat Roof, Social Services - Black Backing On Insulation Board	214053759-02	No	NAD (by NYS ELAP 198.6) by Ivan H. Reyes on 05/20/14
Analyst Description: Black, Homogeneous, Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Fibrous glass Trace, Non-fibrous 12.8 %			
2 PL5414AI33A Location: Flat Roof, Social Services - Black Backing On Insulation Board	214053759-03	No	NAD (by NYS ELAP 198.6) by Ivan H. Reyes on 05/20/14
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 4.9 %			
2 PL5414AI33B Location: Flat Roof, Social Services - Black Backing On Insulation Board	214053759-04	No	NAD (by NYS ELAP 198.6) by Ivan H. Reyes on 05/20/14
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 23.3 %			
3 PL5414AI34A Location: Roof Patches - Black/ Brown Water And Ice	214053759-05	No	NAD (by NYS ELAP 198.6) by Ivan H. Reyes on 05/20/14
Analyst Description: Blue/Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 0.4 %			

AmeriSci Job #: 214053759

Page 2 of 3

Client Name: Atlantic Testing Laboratories, Limited

PLM Bulk Asbestos Report

PL5474; Government Center Roof; Elizabethtown, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
3 PL5414AI34B Location: Roof Patches - Black/ Brown Water And Ice	214053759-06	No	NAD (by NYS ELAP 198.6) by Ivan H. Reyes on 05/20/14
Analyst Description: Blue/Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 6.2 %			
4 PL5414AI35A Location: Bell Tower - Black/ Brown Caulking On Flashing	214053759-07	No	NAD (by NYS ELAP 198.6) by Ivan H. Reyes on 05/20/14
Analyst Description: Brown, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 4.1 %			
4 PL5414AI35B Location: Bell Tower - Black/ Brown Caulking On Flashing	214053759-08	No	NAD (by NYS ELAP 198.6) by Ivan H. Reyes on 05/20/14
Analyst Description: Brown, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 2.7 %			
5 PL5414AI36A Location: Bell Tower - White Filler In Wood Siding Seams	214053759-09	No	NAD (by NYS ELAP 198.6) by Ivan H. Reyes on 05/20/14
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 20.8 %			
5 PL5414AI36B Location: Bell Tower - White Filler In Wood Siding Seams	214053759-10	No	NAD (by NYS ELAP 198.6) by Ivan H. Reyes on 05/20/14
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 46 %			
6 PL5414AI37A Location: Bell Tower - White Caulking On Flashing	214053759-11	No	NAD (by NYS ELAP 198.6) by Ivan H. Reyes on 05/20/14
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Fibrous glass Trace, Non-fibrous 7.9 %			

AmeriSci Job #: 214053759

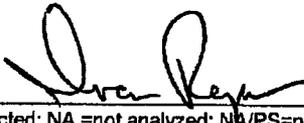
Page 3 of 3

Client Name: Atlantic Testing Laboratories, Limited

PLM Bulk Asbestos Report

PL5474; Government Center Roof; Elizabethtown, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PL5414A 37B 6	214053759-12	No	NAD
Location: Bell Tower - White Caulking On Flashing			(by NYS ELAP 198.6) by Ivan H. Reyes on 05/20/14
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Fibrous glass Trace, Non-fibrous 16.6 %			

Reporting Notes:Analyzed by: Ivan H. Reyes 

*NAD/NSD =no asbestos detected; NA =not analyzed; NA/PS=not analyzed/positive stop; PLM Bulk Asbestos Analysis by EPA 600/M4-82-020 per 40 CFR 763 (NVLAP Lab Code 200546-0), ELAP PLM Method 198.1 for NY friable samples, which includes the identification and quantitation of vermiculite or 198.6 for NOB samples or EPA 400 pt ct by EPA 600/M4-82-020 (NY ELAP Lab ID11480); Note:PLM is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. NAD or Trace results by PLM are inconclusive, TEM is currently the only method that can be used to determine if this material can be considered or treated as non asbestos-containing in NY State (also see EPA Advisory for floor tile, FR 59,146,38970,8/1/94) National Institute of Standards and Technology Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the lab.This PLM report relates ONLY to the items tested. AIHA Lab # 102843, RI Cert#AAL-094, CT Cert#PH-0186, Mass Cert#AA000054.

Reviewed By: _____

END OF REPORT _____

AmeriSci Job #: 214053759

Client Name: Atlantic Testing Laboratories, Limited

Table I
Summary of Bulk Asbestos Analysis Results
 PL5474; Government Center Roof; Elizabethtown, NY

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
01	PL5414AI32A	1	0.251	82.1	9.2	8.8	NAD	NAD
Location: Flat Roof, Social Services - Black Backing On Insulation Board								
02	PL5414AI32B	1	0.164	79.3	7.9	12.8	NAD	NAD
Location: Flat Roof, Social Services - Black Backing On Insulation Board								
03	PL5414AI33A	2	0.185	41.6	53.5	4.9	NAD	NAD
Location: Flat Roof, Social Services - Black Backing On Insulation Board								
04	PL5414AI33B	2	0.129	38.8	38.0	23.3	NAD	NAD
Location: Flat Roof, Social Services - Black Backing On Insulation Board								
05	PL5414AI34A	3	0.237	70.5	29.1	0.4	NAD	NAD
Location: Roof Patches - Black/ Brown Water And Ice								
06	PL5414AI34B	3	0.226	73.9	19.9	6.2	NAD	NAD
Location: Roof Patches - Black/ Brown Water And Ice								
07	PL5414AI35A	4	0.122	88.5	7.4	4.1	NAD	NAD
Location: Bell Tower - Black/ Brown Caulking On Flashing								
08	PL5414AI35B	4	0.113	16.8	80.5	2.7	NAD	NAD
Location: Bell Tower - Black/ Brown Caulking On Flashing								
09	PL5414AI36A	5	0.298	17.8	61.4	20.8	NAD	NAD
Location: Bell Tower - White Filler In Wood Siding Seams								
10	PL5414AI36B	5	0.480	16.0	37.9	46.0	NAD	NAD
Location: Bell Tower - White Filler In Wood Siding Seams								
11	PL5414AI37A	6	0.365	23.8	68.2	7.9	NAD	NAD
Location: Bell Tower - White Caulking On Flashing								
12	PL5414AI37B	6	0.271	25.5	57.9	16.6	NAD	NAD
Location: Bell Tower - White Caulking On Flashing								

See Reporting notes on last page

AmeriSci Job #: 214053759

Client Name: Atlantic Testing Laboratories, Limited

Table I
Summary of Bulk Asbestos Analysis Results
 PL5474; Government Center Roof, Elizabethtown, NY

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM



Analyzed by: Marik Peysakhov ; Date Analyzed 5/20/2014

**Quantitative Analysis (Semi/Full): Bulk Asbestos Analysis - PLM by EPA 600/M4-82-020 per 40 CFR or ELAP 198.1 for New York friable samples or ELAP 198.6 for New York NOB samples; TEM (Semi/Full) by EPA 600/R-93/116 (not covered by NVLAP Bulk accreditation) or ELAP 198.4; for New York samples; NAD = no asbestos detected during a quantitative analysis; NA = not analyzed; Trace = <1%; Quantitation for beginning weights of <0.1 grams should be considered as qualitative only; Qualitative Analysis: Asbestos analysis results of "Present" or "NVA = No Visible Asbestos" represents results for Qualitative PLM or TEM Analysis only (no accreditation coverage available from any regulatory agency for qualitative analyses); AIHA Lab # 102843, NVLAP Lab Code 200546-0, NYSDOH ELAP Lab ID#11480.

Warning Note: PLM limitation, only TEM will resolve fibers <0.25 micrometers in diameter. TEM bulk analysis is representative of the fine grained matrix material and may not be representative of non-uniformly dispersed debris for which PLM evaluation is recommended (i.e. soils and other heterogeneous materials).

Reviewed By: _____

ATLANTIC TESTING LABORATORIES

ASBESTOS BULK SAMPLE CHAIN-OF-CUSTODY RECORD

13941

Albany
22 Corporate Drive
Cliff Park, NY 12065
518-283-9144 (T)
518-283-9166 (F)

Canton
6431 US Highway 11
Canton, NY 13617
315-936-4578 (T)
315-936-1012 (F)

Elmira
2310 Route 552
Elmira, NY 14903
607-737-0700 (T)
607-737-0714 (F)

Plattsburgh
130 Arizona Ave
Plattsburgh, NY 12903
518-563-5878 (T)
518-562-1321 (F)

Poughkeepsie
251 Upper North Road
Highland, NY 12538
845-691-6098 (T)
845-691-6099 (F)

Rochester
3445 Winson Place
Rochester, NY 14623
585-427-9020 (T)
585-427-9021 (F)

Syracuse
6085 Court Street Road
Syracuse, NY 13206
315-699-5281 (T)
315-699-3374 (F)

Utica
301 St. Anthony Street
Utica, NY 13501
315-735-3309 (T)
315-786-2022 (F)

Project Name: **Government Center Roof** Date Collected: **5/16/14** Page **1** of **1**

PL5974	Government Center Roof	5/16/14	Page 1 of 1
PL5974AI32A	Flat Roof - Social Services	Black Backing on Insulation Board	
PL5974AI32B	Flat Roof - Social Services	Black Backing on Insulation Board	
PL5974AI33A	Flat Roof - Social Services	Gray Putty	
PL5974AI33B	Flat Roof - Social Services	Gray Putty	
PL5974AI34A	Roof Patches	Black/Brown Water and Ice	
PL5974AI34B	Roof Patches	Black/Brown Water and Ice	
PL5974AI35A	Bell Tower	Black/Brown Caulking on Flashing	
PL5974AI35B	Bell Tower	Black/Brown Caulking on Flashing	
PL5974AI36A	Bell Tower	White Filler in wood Siding seams	
PL5974AI36B	Bell Tower	White Filler in wood Siding seams	
PL5974AI37A	Bell Tower	White Caulking on Flashing	
PL5974AI37B	Bell Tower	White Caulking on Flashing	

Sample No.	Sample Location	Sample Description	Analysis Requested				Laboratory Sample ID No.
			PLM	PLM-NOB	TEM-NOB	TEM-ONLY	
PL5974AI32A	Flat Roof - Social Services	Black Backing on Insulation Board		X	X		21
PL5974AI32B	Flat Roof - Social Services	Black Backing on Insulation Board		X	X		4
PL5974AI33A	Flat Roof - Social Services	Gray Putty		X	X		0
PL5974AI33B	Flat Roof - Social Services	Gray Putty		X	X		5
PL5974AI34A	Roof Patches	Black/Brown Water and Ice		X	X		3
PL5974AI34B	Roof Patches	Black/Brown Water and Ice		X	X		7
PL5974AI35A	Bell Tower	Black/Brown Caulking on Flashing		X	X		5
PL5974AI35B	Bell Tower	Black/Brown Caulking on Flashing		X	X		9
PL5974AI36A	Bell Tower	White Filler in wood Siding seams		X	X		
PL5974AI36B	Bell Tower	White Filler in wood Siding seams		X	X		
PL5974AI37A	Bell Tower	White Caulking on Flashing		X	X		
PL5974AI37B	Bell Tower	White Caulking on Flashing		X	X		

Signature: *[Signature]* Date: **5/16/14** Time: **0830**

Christian Foot	5/16/14	0830					
Christian Foot	5/16/14	1700					

Think Quality

Distribution: White with Samples
Yellow to Laboratory
Pink to ATL Files

**ESSEX COUNTY NEW YORK
GOVERNMENT CENTER
ROOF EVALUATION REPORT
7551 Court Street, Elizabethtown, NY**



Prepared by
AES NORTHEAST



June 13, 2014

AES Project No. 4214

Essex County
Government Center Roof Replacement
AES Project No. 4214
ROOF EVALUATION
June 13, 2014

I. INTRODUCTION

Essex County NY engaged AES Northeast to evaluate the condition of the of the roofing systems on the main Government Center complex located at 7551 Court St. in Elizabethtown, NY with the intention of replacing them to due to their age and multiple leaks for the past few years.

The evaluation was conducted by Mr. David B. Whitford, registered Architect with 36 years' experience in roofing and Ms. Erin Allison, Architectural Designer. Our field investigation was conducted in May 2014 by examining the roof via the man lift provided by the Essex County Maintenance Department. We were accompanied by maintenance staff who also explained the conditions and various repairs that have been made the past few years to arrest leaks and other issues (i.e. rotting rafters and roof deck).

The Government Center roof consists of multiple roof types and materials. The predominant type is a gable style sloping roof with standard asphalt shingles and associated flashings. There are also some flat roof sections consisting of two types, namely built up asphalt roofing and EPDM membrane roofing, as well as their associated flashings. The attached drawing shows the general configuration, approximate age of the building and roofing, as well as general indications where the roof deck, (and possibly rafters), have deteriorated.

Our evaluation was limited to the roof sections shown on the drawings because the Essex County Department of Public Works decided to exclude the Probate Building, Old Jail, Elections and the Courthouse. The Elections Building roof was just replaced last year (2013) and the Courthouse roof is about 18 years old. Therefore we did not evaluate the Probate Building nor the Old Jail roofs.

II. OBSERVATIONS

A. Sloping/Pitched Roof Areas

Most of the Government Center has a sloping/pitched shingle roof system with the exception of a couple of flat roof sections. The following presents our observations:

1. It is purported the shingles were last replaced around the early to mid-nineties, so they are at least 20 years old. Many of the shingles are cupped, curling and discolored, all generally indicating they are failing or will fail soon. Most of this deterioration occurs in the valleys and around the bell tower. The shingles appeared to be standard square tab asphalt shingles and their life expectancy can be as low as 15 years, so we are not surprised by the failures to date.
2. The County reports that some areas have been replaced where some major leaks occurred but there are more deteriorated areas where the roof decking is rotted and

unsafe to walk on. Also some rafters have been replaced in a few areas due to rotted conditions.

3. The most significant area of deck deterioration is in the valleys and more than likely, some deck replacement will be necessary during the re-roofing project. Most of the original valleys are 'closed' type and we suspect there is no flashing in the valleys.
4. The Social Services roof has not exhibited any significant leaks nor deterioration but is believed to be the same age as the other roof sections (around 1995 +/-), so it has probably approached its useful life expectancy and plans should include its future replacement. The Real Property roof has not exhibited any significant leaks nor deterioration and dates back to 1978 (36 years old) and also should be scheduled for replacement as soon as possible.
5. There are many roof cornices, porticos, small entrance roofs and other architectural roof flashings throughout the complex that should be evaluated and replaced as necessary. Some of these already exhibit water penetration, etc. It would be prudent to address these at the same time as other roof sections are replaced, while the roofer is already on site with equipment and workers.
6. There is a lack of roof ventilation in many areas of the roofing which has caused some of the roof shingle deterioration and possibly some of the deck rotting. Many areas are only ventilated with a few turbine style roof vents, far below industry standards and building code requirements. This issue should be addressed in any roofing replacement project.
7. We were unable to access the bell tower because the roof deck is considered unsafe around it. It is also purported that there are leaks and deck concerns in the bell tower area and it is not plumb. We also observed a support member that is segregating. Therefore, we recommend a structural Engineer evaluate the support member and plumbness to determine if there are any structural deficiencies.

B. Flat Roof Areas

There are two significant flat roof areas in the Government Center complex, namely the section connecting the Real Property addition (built in 1978) and the section just west of the Old Jail. The following presents our observations:

1. The Real Property section is purportedly original and constructed around 1978 (36 years old). It has several leaks, and shows many signs and symptoms of deterioration. It is leaking around the skylights and some wall flashing areas. The flat areas exhibit significant 'aligatoring' appearance which means the asphalt membrane integrity is failing, as evidenced by multiple leaks. Considering the age and location, this section of roofing has exceeded its useful life expectancy and needs to be replaced immediately before structural damage occurs.

2. The other flat roof section directly west of the Old Jail is in good condition and was purportedly replaced in 1995.

C. Hazardous Materials

1. Roofing materials were tested for asbestos in the areas intended for replacement this year. Not all roofing was tested on the Government Center roof. Unfortunately some samples of roofing tested positive for asbestos and must be abated in accordance with NYS DOL Code Rule 56 by certified abatement contractors. Namely the roof cement on the Real Property pitched roof and the flat roof section near the Old Jail both tested positive for asbestos. All other sampled materials were negative. The asbestos report is included in the appendices. No asbestos abatement is contemplated in Phase 1.

III. RECOMMENDATIONS

Due to budget/funding limitations, it is not feasible for Essex County to replace all sections of the roof this year. Therefore we have evaluated the worst/highest priority roof sections that should be addressed and it is generally shown on the attached drawing. We also recommend bidding the flat roof section as an alternate to give Essex County flexibility during the award process to maximize roof replacement. However, a significant contingency will be necessary to replace rotted decking and rafters that are discovered after the roof shingles are removed, during the replacement process. Therefore, roof replacement will have to be conducted in phases over 2 or 3 years as funding permits.

Our plans and specifications for the sloping/pitched roof replacement will include: complete removal of all shingles, underlayment and associated flashings; deck and rafter replacement as needed; ice and water shield at all eaves; roofing underlayment under the entire shingle area; ridge vents (due to lack of ventilation), new flashing around penetrations (i.e. chimneys, fans, etc.) and a limited lifetime asphalt shingle (minimum of 300 # per square) in a slate color and style. We will also detail and specify 'open' type valleys with ice and water shield as well as aluminum valley flashings.

Our plans and specifications for the flat roof replacement will include removal of the entire flat built up roofing system (and any associated insulation); new tapered board insulation, EPDM membrane roofing system; re flashing of associated penetrations and adjoining walls with EPDM materials including the skylights. The standard warranty for EPDM roofing is 30 years with a ¼"/ft. minimum slope and other key features of the membrane system.

APPENDICES

A Roof Plan Drawing A-101

B Photos

C Asbestos Report

APPENDIX A

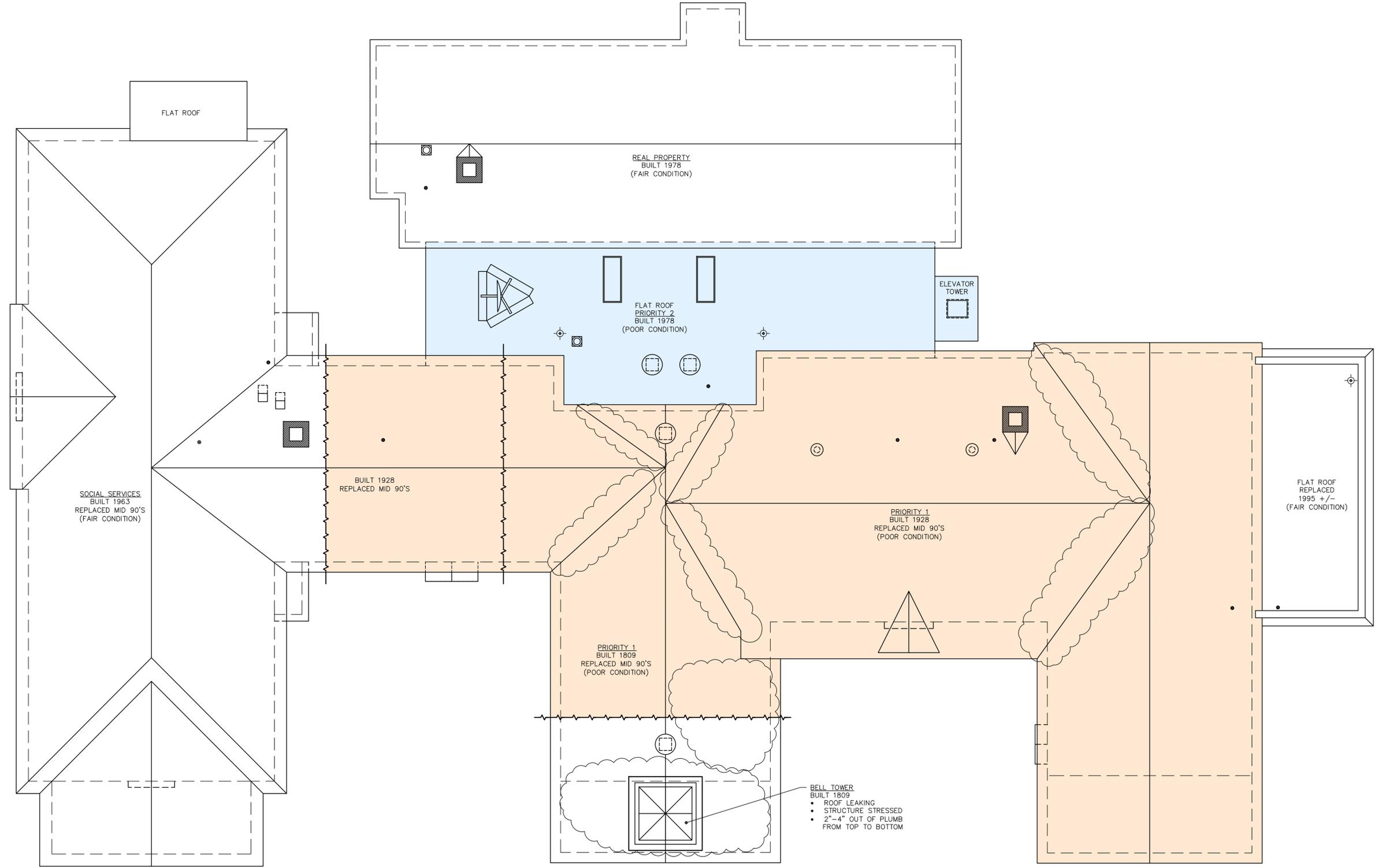
Roof Plan Drawing A-101

Note: It is a violation of law for any person, unless they are acting under the direction of a licensed Professional Engineer, Architect, Landscape Architect, or Land Surveyor, to alter an item in any way. If an item bearing the stamp of a licensed professional is altered, the altering Engineer, Architect, Landscape Architect, or Land Surveyor shall stamp the document and include the notation "altered by" followed by their signature, the date of such alteration, and a specific description of the alteration.

ARCHITECT - ENGINEER - LAND SURVEYOR

LEGEND:

-  ROOF DRAIN
-  PLUMBING VENT
-  EXHAUST FAN
-  RELIEF VENT
-  GOOSE NECK VENT
-  ROOF DECK REPLACEMENT REQUIRED



BELL TOWER
 BUILT 1809
 • ROOF LEAKING
 • STRUCTURE STRESSED
 • 2"-4" OUT OF PLUMB
 FROM TOP TO BOTTOM

Plot Date: 06/16/2014 Plot Time: 10:04 AM File Path: P:\21214 Essex Co - Govt Center Roof Repl\F Drawings\2 Eng_Arch\16 Con_Doc\15 A\214 A-100.dwg

  **EXISTING OVERALL ROOF PLAN**
 SCALE: 1/8" = 1'-0"

PROJECT TITLE:
**ESSEX COUNTY
 GOVERNMENT CENTER**

**ROOF
 REPLACEMENT**

ELIZABETHTOWN, NEW YORK

DRAWING TITLE:
**EXISTING OVERALL
 ROOF PLAN**

REVISIONS		
NO.	DESCRIPTION	DATE (MM/DD/YYYY)

DRAWN BY: P. DEYO	CHECKED BY:	DATE: XX/XX/XX	PROJECT NO.: 4214
----------------------	-------------	-------------------	----------------------

DRAWING NO.
A-100

APPENDIX B

Photos

Essex County
Government Center Roof Evaluation
AES Project No. 4214
May 1, 2014



Essex County
Government Center Roof Evaluation
AES Project No. 4214
May 1, 2014



Essex County
Government Center Roof Evaluation
AES Project No. 4214
May 1, 2014



Essex County
Government Center Roof Evaluation
AES Project No. 4214
May 1, 2014



Essex County
Government Center Roof Evaluation
AES Project No. 4214
May 1, 2014



Essex County
Government Center Roof Evaluation
AES Project No. 4214
May 1, 2014



Essex County
Government Center Roof Evaluation
AES Project No. 4214
May 1, 2014



Essex County
Government Center Roof Evaluation
AES Project No. 4214
May 1, 2014



Essex County
Government Center Roof Evaluation
AES Project No. 4214
May 1, 2014



Essex County
Government Center Roof Evaluation
AES Project No. 4214
May 1, 2014



Essex County
Government Center Roof Evaluation
AES Project No. 4214
May 1, 2014



Essex County
Government Center Roof Evaluation
AES Project No. 4214
May 1, 2014



Essex County
Government Center Roof Evaluation
AES Project No. 4214
May 1, 2014



Essex County
Government Center Roof Evaluation
AES Project No. 4214
May 1, 2014



Essex County
Government Center Roof Evaluation
AES Project No. 4214
May 1, 2014



Essex County
Government Center Roof Evaluation
AES Project No. 4214
May 1, 2014



Essex County
Government Center Roof Evaluation
AES Project No. 4214
May 1, 2014



APPENDIX C

Asbestos Report



Please Reply To:

AmeriSci New York

117 EAST 30TH ST.
NEW YORK, NY 10016
TEL: (212) 679-8600 • FAX: (212) 679-3114

FACSIMILE TELECOPY TRANSMISSION

To: Art Cross
Atlantic Testing Laboratories, Limited
Fax #: (518) 562-1321
Email: across@atlantictesting.com

From: Marik Peysakhov
AmeriSci Job #: 214051108
Subject: ELAP-PLM/TEM 5 day Results
Client Project: PL5474; Government Center Roof;
Elizabethtown, NY

Date: Tuesday, May 06, 2014

Time: 13:29:25

Comments:

Number of Pages:

22

(including cover sheet)

CONFIDENTIALITY NOTICE: Unless otherwise indicated, the information contained in this communication is confidential information intended for use of the individual named above. If the reader of this communication is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is prohibited. If you have received this communication in error, please immediately notify the sender by telephone and return the original message to the above address via the US Postal Service at our expense. Preliminary data reported here will be verified before final report is issued. Samples are disposed of in 60 days or unless otherwise instructed by the protocol or special instructions in writing. Thank you.

Certified Analysis Service 24 Hours A Day • 7 Days A Week Competitive Prices
visit our web site - www.amerisci.com

Boston • Los Angeles • New York • Richmond



AmeriSci New York

117 EAST 30TH ST.
NEW YORK, NY 10016
TEL: (212) 679-8600 • FAX: (212) 679-3114

PLM Bulk Asbestos Report

Atlantic Testing Laboratories, Limited
Attn: Art Cross
P.O. Box 29

Canton, NY 13617

Date Received 05/01/14 **AmeriSci Job #** 214051108
Date Examined 05/06/14 **P.O. #** 13930
ELAP # 11480 **Page** 1 of 11
RE: PL5474; Government Center Roof; Elizabethtown, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PL5474AI-01A 01	214051108-01 Location: 1995 Flat Roof - Black Backing On Insulation Board	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 10.1 %			
PL5474AI-01B 01	214051108-02 Location: 1995 Flat Roof - Black Backing On Insulation Board	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 8.3 %			
PL5474AI-02A 02	214051108-03 Location: 1995 Flat Roof - Black Built-Up Roofing	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 71.8 %			
PL5474AI-02B 02	214051108-04 Location: 1995 Flat Roof - Black Built-Up Roofing	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 7.3 %			
PL5474AI-03A 03	214051108-05 Location: 1995 Flat Roof - Brown Fiberboard Insulation	No	NAD (by NYS ELAP 198.1) by Enisa Lalic on 05/06/14
Analyst Description: Brown, Homogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 95 %, Non-fibrous 5 %			

Client Name: Atlantic Testing Laboratories, Limited

PLM Bulk Asbestos Report

PL5474; Government Center Roof; Elizabethtown, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PL5474AI-03B 03	214051108-06 Location: 1995 Flat Roof - Brown Fiberboard Insulation	No	NAD (by NYS ELAP 198.1) by Enisa Lalic on 05/06/14
Analyst Description: Brown, Homogeneous, Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Cellulose 97 %, Non-fibrous 3 %			
PL5474AI-04A 04	214051108-07 Location: 1995 Flat Roof - Black Seam / Flashing Tar	Yes	3.4 % (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types: Chrysotile 3.4 %			
Other Material: Non-fibrous 26.2 %			
PL5474AI-04B 04	214051108-08 Location: 1995 Flat Roof - Black Seam / Flashing Tar		NA/PS
Analyst Description: Bulk Material			
Asbestos Types:			
Other Material:			
PL5474AI-05A 05	214051108-09 Location: 1995 Flat Roof - Grey Tar On Copper Flashing	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 97.3 %			
PL5474AI-05B 05	214051108-10 Location: 1995 Flat Roof - Grey Tar On Copper Flashing	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 94.3 %			
PL5474AI-06A 06	214051108-11 Location: 1928 Roof Replacement - Grey 3-Tab Asphalt Shingle	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 4.4 %			

Client Name: Atlantic Testing Laboratories, Limited

PLM Bulk Asbestos Report

PL5474; Government Center Roof; Elizabethtown, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PL5474AI-06B 06	214051108-12 Location: 1928 Roof Replacement - Grey 3-Tab Asphalt Shingle	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 57 %			
PL5474AI-07A 07	214051108-13 Location: 1928 Roof Replacement - Black Tar Paper	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 9.2 %			
PL5474AI-07B 07	214051108-14 Location: 1928 Roof Replacement - Black Tar Paper	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 7.6 %			
PL5474AI-08A 08	214051108-15 Location: 1928 Roof Replacement - Darker Black Roof Cement	Yes	Trace (<0.25 % pc) ¹ (EPA 400 PC) by Enisa Lalic on 05/06/14
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types: Chrysotile <0.25 % pc			
Other Material: Non-fibrous 13.3 %			
PL5474AI-08B 08	214051108-16 Location: 1928 Roof Replacement - Darker Black Roof Cement	Yes	Trace (<0.25 % pc) ¹ (EPA 400 PC) by Enisa Lalic on 05/06/14
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types: Chrysotile <0.25 % pc			
Other Material: Non-fibrous 8.6 %			
PL5474AI-09A 09	214051108-17 Location: 1928 Roof Replacement - Light Black Chimney Flashing Cement	Yes	Trace (<0.25 % pc) ¹ (EPA 400 PC) by Enisa Lalic on 05/06/14
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types: Chrysotile <0.25 % pc			
Other Material: Non-fibrous 50.5 %			

Client Name: Atlantic Testing Laboratories, Limited

PLM Bulk Asbestos Report

PL5474; Government Center Roof; Elizabethtown, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PL5474AI-09B 09	214051108-18 Location: 1928 Roof Replacement - Light Black Chimney Flashing Cement	Yes	Trace (<0.25 % pc) ¹ (EPA 400 PC) by Enisa Lalic on 05/06/14
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Chrysotile <0.25 % pc Other Material: Non-fibrous 20.5 %			
PL5474AI-10A 10	214051108-19 Location: 1928 Roof Replacement - Black Tar Paper Flashing On Valley / Ridge	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 6.4 %			
PL5474AI-10B 10	214051108-20 Location: 1928 Roof Replacement - Black Tar Paper Flashing On Valley / Ridge	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 13.2 %			
PL5474AI-11A 11	214051108-21 Location: 1928 Roof Replacement - Black With Light Grey Specs 3-Tab Shingle	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 19.9 %			
PL5474AI-11B 11	214051108-22 Location: 1928 Roof Replacement - Black With Light Grey Specs 3-Tab Shingle	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 23.4 %			
PL5474AI-12A 12	214051108-23 Location: 1978 Flat Roof - Black Commingled Built Up Roofing	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 11.8 %			

Client Name: Atlantic Testing Laboratories, Limited

PLM Bulk Asbestos Report

PL5474; Government Center Roof; Elizabethtown, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PL5474AI-12B 12	214051108-24 Location: 1978 Flat Roof - Black Commingled Built Up Roofing	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 8.8 %			
PL5474AI-13A 13	214051108-25 Location: 1978 Flat Roof - Brown Fiberboard Insulation	No	NAD (by NYS ELAP 198.1) by Enisa Lalic on 05/06/14
Analyst Description: Brown, Homogeneous, Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Cellulose 98 %, Non-fibrous 2 %			
PL5474AI-13B 13	214051108-26 Location: 1978 Flat Roof - Brown Fiberboard Insulation	No	NAD (by NYS ELAP 198.1) by Enisa Lalic on 05/06/14
Analyst Description: Brown, Homogeneous, Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Cellulose 95 %, Non-fibrous 5 %			
PL5474AI-14A 14	214051108-27 Location: 1978 Flat Roof - Black Backing On Yellow Foam Insulation	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 6.3 %			
PL5474AI-14B 14	214051108-28 Location: 1978 Flat Roof - Black Backing On Yellow Foam Insulation	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 8.9 %			
PL5474AI-15A 15	214051108-29 Location: 1978 Flat Roof - White Gypsum Decking	No	NAD (by NYS ELAP 198.1) by Enisa Lalic on 05/06/14
Analyst Description: OffWhite, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Cellulose 2 %, Fibrous glass Trace, Non-fibrous 98 %			

Client Name: Atlantic Testing Laboratories, Limited

PLM Bulk Asbestos Report

PL5474; Government Center Roof; Elizabethtown, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PL5474AI-15B 15	214051108-30 Location: 1978 Flat Roof - White Gypsum Decking	No	NAD (by NYS ELAP 198.1) by Enisa Lalic on 05/06/14
Analyst Description: OffWhite, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Cellulose Trace, Fibrous glass Trace, Non-fibrous 100 %			
PL5474AI-16A 16	214051108-31 Location: 1978 Flat Roof - Black Roof Cement Skylight	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 17.6 %			
PL5474AI-16B 16	214051108-32 Location: 1978 Flat Roof - Black Roof Cement Penetration	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 12.7 %			
PL5474AI-17A 17	214051108-33 Location: 1978 Flat Roof - White Caulking On Flashing	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 13.4 %			
PL5474AI-17B 17	214051108-34 Location: 1978 Flat Roof - White Caulking On Flashing	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 3.4 %			
PL5474AI-18A 18	214051108-35 Location: 1978 Flat Roof - White Caulking On Brick	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 15.6 %			

PLM Bulk Asbestos Report

PL5474; Government Center Roof; Elizabethtown, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PL5474AI-18B 18	214051108-36 Location: 1978 Flat Roof - White Caulking On Brick	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 15 %			
PL5474AI-19A 19	214051108-37 Location: 1928 Roof Replacement - Black Water & Ice Roofing	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 14.1 %			
PL5474AI-19B 19	214051108-38 Location: 1928 Roof Replacement - Black Water & Ice Roofing	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 13 %			
PL5474AI-20A 20	214051108-39 Location: Elevator Roof - Black Backing On Yellow Foam Insulation	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 9.3 %			
PL5474AI-20B 20	214051108-40 Location: Elevator Roof - Black Backing On Yellow Foam Insulation	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 19.1 %			
PL5474AI-21A 21	214051108-41 Location: Elevator Roof - Light Brown Insulation Board	No	NAD (by NYS ELAP 198.1) by Enisa Lalic on 05/06/14
Analyst Description: Brown, Homogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 95 %, Non-fibrous 5 %			

Client Name: Atlantic Testing Laboratories, Limited

PLM Bulk Asbestos Report

PL5474; Government Center Roof; Elizabethtown, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PL5474AI-21B 21 Location: Elevator Roof - Light Brown Insulation Board	214051108-42	No	NAD (by NYS ELAP 198.1) by Enisa Lalic on 05/06/14
Analyst Description: Brown, Homogeneous, Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Cellulose 97 %, Non-fibrous 3 %			
PL5474AI-22A 22 Location: Elevator Roof - Black Roof Cement	214051108-43	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 9.2 %			
PL5474AI-22B 22 Location: Elevator Roof - Black Roof Cement	214051108-44	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 3.5 %			
PL5474AI-23A 23 Location: Elevator Roof - Grey Flashing Cement	214051108-45	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 7.9 %			
PL5474AI-23B 23 Location: Elevator Roof - Grey Flashing Cement	214051108-46	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 15.7 %			
PL5474AI-24A 24 Location: Elevator Roof - Grey Gutter Seam Cement	214051108-47	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 29 %			

Client Name: Atlantic Testing Laboratories, Limited

PLM Bulk Asbestos Report

PL5474; Government Center Roof; Elizabethtown, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PL5474AI-24B 24	214051108-48 Location: Elevator Roof - Grey Gutter Seam Cement	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 28.2 %			
PL5474AI-25A 25	214051108-49 Location: Real Property Roof - Green 3 Tab Asphalt Shingle	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 65.8 %			
PL5474AI-25B 25	214051108-50 Location: Real Property Roof - Green 3 Tab Asphalt Shingle	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 45.5 %			
PL5474AI-26A 26	214051108-51 Location: Real Property Roof - Black Roof Cement Chimney	Yes	3.1 % (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types: Chrysotile 3.1 %			
Other Material: Non-fibrous 23 %			
PL5474AI-26B 26	214051108-52 Location: Real Property Roof - Black Roof Cement Chimney		NA/PS
Analyst Description: Bulk Material			
Asbestos Types:			
Other Material:			
PL5474AI-27A 27	214051108-53 Location: Real Property Roof - White Caulking	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 16.1 %			

PLM Bulk Asbestos Report

PL5474; Government Center Roof; Elizabethtown, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PL5474AI-27B 27	214051108-54 Location: Real Property Roof - White Caulking	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 13.4 %			
PL5474AI-28A 28	214051108-55 Location: Real Property Roof - Grey Caulking	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 9.6 %			
PL5474AI-28B 28	214051108-56 Location: Real Property Roof - Grey Caulking	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 4.5 %			
PL5474AI-29A 29	214051108-57 Location: Real Property Roof - Black Roof Cement Penetrations	Yes	3.9 % (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: Black/Brown, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types: Chrysotile 3.9 %			
Other Material: Non-fibrous 29.9 %			
PL5474AI-29B 29	214051108-58 Location: Real Property Roof - Black Roof Cement Penetrations		NA/PS
Analyst Description: Bulk Material			
Asbestos Types:			
Other Material:			
PL5474AI-30A 30	214051108-59 Location: Real Property Roof - White Roof Cement Penetrations - Sample Appears To Be Caulking.	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 13.9 %			
Comment: Sample Appears To Be Caulking.			

PLM Bulk Asbestos Report

PL5474; Government Center Roof; Elizabethtown, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PL5474AI-30B 30	214051108-60 Location: Real Property Roof - White Roof Cement Penetrations - Sample Appears To Be Caulking.	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 18.3 % Comment: Sample Appears To Be Caulking.			
PL5474AI-31A 31	214051108-61 Location: Real Property Roof - Block Tar Paper	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 10.4 %			
PL5474AI-31B 31	214051108-62 Location: Real Property Roof - Block Tar Paper	No	NAD (by NYS ELAP 198.6) by Enisa Lalic on 05/06/14
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 8.3 %			

Reporting Notes:

(1) Sample prepared for analysis by ELAP 198.6 method

Analyzed by: Enisa Lalic 

*NAD/NSD =no asbestos detected; NA =not analyzed; NA/PS=not analyzed/positive stop; PLM Bulk Asbestos Analysis by EPA 600/M4-82-020 per 40 CFR 763 (NVLAP Lab Code 200546-0), ELAP PLM Method 198.1 for NY friable samples, which includes the identification and quantitation of vermiculite or 198.6 for NOB samples or EPA 400 pt ct by EPA 600/M4-82-020 (NY ELAP Lab ID11480); Note:PLM is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. NAD or Trace results by PLM are inconclusive, TEM is currently the only method that can be used to determine if this material can be considered or treated as non asbestos-containing in NY State (also see EPA Advisory for floor tile, FR 59,146,38970,8/1/94) National Institute of Standards and Technology Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the lab.This PLM report relates ONLY to the items tested. AIHA Lab # 102843, RI Cert#AAL-094, CT Cert#PH-0186, Mass Cert#AA000054.

Reviewed By: _____ END OF REPORT _____

Table I
Summary of Bulk Asbestos Analysis Results
 PL5474; Government Center Roof; Elizabethtown, NY

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
01	PL5474AI-01A	01	0.119	89.9	0.0	10.1	NAD	NAD
Location: 1995 Flat Roof - Black Backing On Insulation Board								
02	PL5474AI-01B	01	0.108	87.0	4.6	8.3	NAD	NAD
Location: 1995 Flat Roof - Black Backing On Insulation Board								
03	PL5474AI-02A	02	0.444	11.5	16.7	71.8	NAD	NAD
Location: 1995 Flat Roof - Black Built-Up Roofing								
04	PL5474AI-02B	02	0.246	91.5	1.2	7.3	NAD	NAD
Location: 1995 Flat Roof - Black Built-Up Roofing								
05	PL5474AI-03A	03	---	---	---	---	NAD	NA
Location: 1995 Flat Roof - Brown Fiberboard Insulation								
06	PL5474AI-03B	03	---	---	---	---	NAD	NA
Location: 1995 Flat Roof - Brown Fiberboard Insulation								
07	PL5474AI-04A	04	0.142	64.1	6.3	26.2	Chrysotile 3.4	NA
Location: 1995 Flat Roof - Black Seam / Flashing Tar								
08	PL5474AI-04B	04	0.166	51.2	28.9	19.9	NAVPS	NA
Location: 1995 Flat Roof - Black Seam / Flashing Tar								
09	PL5474AI-05A	05	0.659	-0.6	3.3	97.3	NAD	NAD
Location: 1995 Flat Roof - Grey Tar On Copper Flashing								
10	PL5474AI-05B	05	0.665	0.8	5.0	94.3	NAD	NAD
Location: 1995 Flat Roof - Grey Tar On Copper Flashing								
11	PL5474AI-06A	06	0.362	19.6	76.0	4.4	NAD	NAD
Location: 1928 Roof Replacement - Grey 3-Tab Asphalt Shingle								
12	PL5474AI-06B	06	0.221	21.3	21.7	57.0	NAD	NAD
Location: 1928 Roof Replacement - Grey 3-Tab Asphalt Shingle								
13	PL5474AI-07A	07	0.141	87.2	3.5	9.2	NAD	NAD
Location: 1928 Roof Replacement - Black Tar Paper								
14	PL5474AI-07B	07	0.144	91.0	1.4	7.6	NAD	NAD
Location: 1928 Roof Replacement - Black Tar Paper								
15	PL5474AI-08A	08	0.165	68.5	18.2	13.2	Chrysotile <0.25	Chrysotile Trace
Location: 1928 Roof Replacement - Darker Black Roof Cement								
16	PL5474AI-08B	08	0.198	32.3	59.1	8.5	Chrysotile <0.25	Chrysotile Trace
Location: 1928 Roof Replacement - Darker Black Roof Cement								

Client Name: Atlantic Testing Laboratories, Limited

Table I
Summary of Bulk Asbestos Analysis Results
 PL5474; Government Center Roof; Elizabethtown, NY

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
17	PL5474AI-09A	09	0.184	35.9	13.6	50.4	Chrysotile <0.25	Chrysotile Trace
Location: 1928 Roof Replacement - Light Black Chimney Flashing Cement								
18	PL5474AI-09B	09	0.190	66.3	13.2	20.4	Chrysotile <0.25	Chrysotile Trace
Location: 1928 Roof Replacement - Light Black Chimney Flashing Cement								
19	PL5474AI-10A	10	0.172	82.6	11.0	6.4	NAD	NAD
Location: 1928 Roof Replacement - Black Tar Paper Flashing On Valley / Ridge								
20	PL5474AI-10B	10	0.189	69.8	16.9	13.2	NAD	NAD
Location: 1928 Roof Replacement - Black Tar Paper Flashing On Valley / Ridge								
21	PL5474AI-11A	11	0.337	23.7	56.3	19.9	NAD	NAD
Location: 1928 Roof Replacement - Black With Light Grey Specs 3-Tab Shingle								
22	PL5474AI-11B	11	0.286	23.4	53.1	23.4	NAD	NAD
Location: 1928 Roof Replacement - Black With Light Grey Specs 3-Tab Shingle								
23	PL5474AI-12A	12	0.119	84.0	4.2	11.8	NAD	NAD
Location: 1978 Flat Roof - Black Commingled Built Up Roofing								
24	PL5474AI-12B	12	0.170	90.6	0.6	8.8	NAD	NAD
Location: 1978 Flat Roof - Black Commingled Built Up Roofing								
25	PL5474AI-13A	13	---	---	---	---	NAD	NA
Location: 1978 Flat Roof - Brown Fiberboard Insulation								
26	PL5474AI-13B	13	---	---	---	---	NAD	NA
Location: 1978 Flat Roof - Brown Fiberboard Insulation								
27	PL5474AI-14A	14	0.112	92.9	0.9	6.3	NAD	NAD
Location: 1978 Flat Roof - Black Backing On Yellow Foam Insulation								
28	PL5474AI-14B	14	0.112	89.3	1.8	8.9	NAD	NAD
Location: 1978 Flat Roof - Black Backing On Yellow Foam Insulation								
29	PL5474AI-15A	15	---	---	---	---	NAD	NA
Location: 1978 Flat Roof - White Gypsum Decking								
30	PL5474AI-15B	15	---	---	---	---	NAD	NA
Location: 1978 Flat Roof - White Gypsum Decking								
31	PL5474AI-16A	16	0.159	59.1	23.3	17.6	NAD	NAD
Location: 1978 Flat Roof - Black Roof Cement Skylight								
32	PL5474AI-16B	16	0.102	86.3	1.0	12.7	NAD	NAD
Location: 1978 Flat Roof - Black Roof Cement Penetration								

See Reporting notes on last page

Table I
Summary of Bulk Asbestos Analysis Results
 PL5474; Government Center Roof; Elizabethtown, NY

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
33	PL5474AI-17A	17	0.372	71.0	15.6	13.4	NAD	NAD
Location: 1978 Flat Roof - White Caulking On Flashing								
34	PL5474AI-17B	17	1.218	12.0	84.6	3.4	NAD	NAD
Location: 1978 Flat Roof - White Caulking On Flashing								
35	PL5474AI-18A	18	0.109	68.8	15.6	15.6	NAD	NAD
Location: 1978 Flat Roof - White Caulking On Brick								
36	PL5474AI-18B	18	0.127	3.1	81.9	15.0	NAD	NAD
Location: 1978 Flat Roof - White Caulking On Brick								
37	PL5474AI-19A	19	0.170	60.0	25.9	14.1	NAD	NAD
Location: 1928 Roof Replacement - Black Water & Ice Roofing								
38	PL5474AI-19B	19	0.162	58.6	28.4	13.0	NAD	NAD
Location: 1928 Roof Replacement - Black Water & Ice Roofing								
39	PL5474AI-20A	20	0.107	89.7	0.9	9.3	NAD	NAD
Location: Elevator Roof - Black Backing On Yellow Foam Insulation								
40	PL5474AI-20B	20	0.115	80.0	0.9	19.1	NAD	NAD
Location: Elevator Roof - Black Backing On Yellow Foam Insulation								
41	PL5474AI-21A	21	---	---	---	---	NAD	NA
Location: Elevator Roof - Light Brown Insulation Board								
42	PL5474AI-21B	21	---	---	---	---	NAD	NA
Location: Elevator Roof - Light Brown Insulation Board								
43	PL5474AI-22A	22	0.142	42.3	48.6	9.2	NAD	NAD
Location: Elevator Roof - Black Roof Cement								
44	PL5474AI-22B	22	0.115	94.8	1.7	3.5	NAD	NAD
Location: Elevator Roof - Black Roof Cement								
45	PL5474AI-23A	23	0.114	86.8	5.3	7.9	NAD	NAD
Location: Elevator Roof - Grey Flashing Cement								
46	PL5474AI-23B	23	0.204	79.4	4.9	15.7	NAD	NAD
Location: Elevator Roof - Grey Flashing Cement								
47	PL5474AI-24A	24	0.231	34.2	36.8	29.0	NAD	NAD
Location: Elevator Roof - Grey Gutter Seam Cement								
48	PL5474AI-24B	24	0.227	27.8	44.1	28.2	NAD	NAD
Location: Elevator Roof - Grey Gutter Seam Cement								

Table I
Summary of Bulk Asbestos Analysis Results
 PL5474; Government Center Roof; Elizabethtown, NY

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
49	PL5474AI-25A	25	0.301	28.9	5.3	65.8	NAD	NAD
Location: Real Property Roof - Green 3 Tab Asphalt Shingle								
50	PL5474AI-25B	25	0.154	46.1	8.4	45.5	NAD	NAD
Location: Real Property Roof - Green 3 Tab Asphalt Shingle								
51	PL5474AI-26A	26	0.176	39.8	34.1	23.0	Chrysotile 3.1	NA
Location: Real Property Roof - Black Roof Cement Chimney								
52	PL5474AI-26B	26	0.172	38.4	33.7	27.9	NA/PS	NA
Location: Real Property Roof - Black Roof Cement Chimney								
53	PL5474AI-27A	27	0.112	57.1	26.8	16.0	NAD	Anthophyllite Trace
Location: Real Property Roof - White Caulking								
54	PL5474AI-27B	27	0.164	34.1	52.4	13.2	NAD	Chrysotile Trace
Location: Real Property Roof - White Caulking								
55	PL5474AI-28A	28	0.146	39.0	51.4	9.6	NAD	Anthophyllite Trace
Location: Real Property Roof - Grey Caulking								
56	PL5474AI-28B	28	0.514	37.2	58.4	4.5	NAD	NAD
Location: Real Property Roof - Grey Caulking								
57	PL5474AI-29A	29	0.139	59.7	6.5	29.9	Chrysotile 3.9	NA
Location: Real Property Roof - Black Roof Cement Penetrations								
58	PL5474AI-29B	29	0.429	53.1	3.3	43.6	NA/PS	NA
Location: Real Property Roof - Black Roof Cement Penetrations								
59	PL5474AI-30A	30	0.166	17.5	68.7	13.9	NAD	NAD
Location: Real Property Roof - White Roof Cement Penetrations - Sample Appears To Be Caulking.								
60	PL5474AI-30B	30	0.153	13.9	67.8	18.3	NAD	NAD
Location: Real Property Roof - White Roof Cement Penetrations - Sample Appears To Be Caulking.								
61	PL5474AI-31A	31	0.134	88.1	1.5	10.4	NAD	NAD
Location: Real Property Roof - Black Tar Paper								
62	PL5474AI-31B	31	0.132	89.4	2.3	8.3	NAD	NAD
Location: Real Property Roof - Black Tar Paper								

Client Name: Atlantic Testing Laboratories, Limited

Table I
Summary of Bulk Asbestos Analysis Results
 PL5474; Government Center Roof; Elizabethtown, NY

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
-------------------	----------------	---------	----------------------	--------------------------	--------------------------	------------------------------------	-------------------------	----------------------



Analyzed by: Marik Peysakhov; Date Analyzed 5/6/2014
 **Quantitative Analysis (Semi/Full); Bulk Asbestos Analysis - PLM by EPA 600/M4-82-020 per 40 CFR or ELAP 198.1 for New York friable samples or ELAP 198.6 for New York NOB samples; TEM (Semi/Full) by EPA 600/R-93/116 (not covered by NVLAP Bulk accreditation) or ELAP 198.4; for New York samples; NAD = no asbestos detected during a quantitative analysis; NA = not analyzed; Trace = <1%; Quantitation for beginning weights of <0.1 grams should be considered as qualitative only; Qualitative Analysis: Asbestos analysis results of "Present" or "NVA = No Visible Asbestos" represents results for Qualitative PLM or TEM Analysis only (no accreditation coverage available from any regulatory agency for qualitative analyses); AIHA Lab # 102843, NVLAP Lab Code 200546-0, NYSDOH ELAP Lab ID#11480.

Warning Note: PLM limitation, only TEM will resolve fibers <0.25 micrometers in diameter. TEM bulk analysis is representative of the fine grained matrix material and may not be representative of non-uniformly dispersed debris for which PLM evaluation is recommended (i.e. soils and other heterogeneous materials).

Reviewed By: _____

214051103



ATLANTIC TESTING LABORATORIES

ASBESTOS BULK SAMPLE CHAIN-OF-CUSTODY RECORD

13930

Albany
22 Corporate Drive
Clifton Park, NY 12065
518/383-9144 (T)
518/383-9166 (F)

Binghamton
126 Park Avenue
Binghamton, NY 13903
607/773-1812 (T)
607/773-1835 (F)

Canton
6431 U.S. Highway 11
Canton, NY 13617
315/386-4578 (T)
315/386-1012 (F)

Elmira
2330 Route 352
Elmira, NY 14903
607/737-0700 (T)
607/737-0714 (F)

Plattsburgh
130 Arizona Ave
Plattsburgh, NY 12903
518/563-5878 (T)
518/562-1321 (F)

Poughkeepsie
251 Upper North Road
Highland, NY 12528
845/691-6098 (T)
845/691-6099 (F)

Rochester
3445 Winton Place
Rochester, NY 14623
585/427-9020 (T)
585/427-9021 (F)

Syracuse
6085 Court Street Road
Syracuse, NY 13206
315/699-5281 (T)
315/699-3374 (F)

Utica
301 St. Anthony Street
Utica, NY 13501
315/735-3309 (T)
315/735-0742 (F)

Watertown
26581 NYS Route 283
Watertown, NY 13601
315/786-7887 (T)
315/786-2022 (F)

Project No. PL 5474	Project Name Government Center Roof	Date Collected 4/30/14	Laboratory Instructions <input type="checkbox"/> 12hr <input type="checkbox"/> 24hr <input type="checkbox"/> 48hr <input type="checkbox"/> 72hr <input checked="" type="checkbox"/> 5day <input type="checkbox"/>		Report Distribution Plattsburgh		
Project Contact: Art Cross	Turn-Around-Time: 5	Page 1 of 5	Send Reports To (ATL Office):	ATI Contact: Art Cross	Send Copy To: ACross@atlantictesting.com		
Project Location: Elizabethtown NY	Special Instructions: <input checked="" type="checkbox"/> Positive Stop Analysis <input checked="" type="checkbox"/> negative by PLM-NOB, analyze by TEM-NOB <input type="checkbox"/> Other	Fax Results: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO					
Field Sample No.	Sample Location	Sample Description	PLM	PLM-NOB	TEM-NOB	MICRO-VAC	Laboratory Sample ID No.
PL5474AI01A	1995 Flat Roof	Black Backing on Insulation Board		X	X		
PL5474AI01B	1995 Flat Roof	Black Backing on Insulation Board		X	X		
PL5474AI02A	1995 Flat Roof	Black Built up Asphalt Roofing		X	X		
PL5474AI02B	1995 Flat Roof	Black Built up Asphalt Roofing		X	X		
PL5474AI03A	1995 Flat Roof	Brown Fiberboard Insulation	X				
PL5474AI03B	1995 Flat Roof	Brown Fiberboard Insulation	X				
PL5474AI04A	1995 Flat Roof	Black Seam/Flashing Tar		X	X		
PL5474AI04B	1995 Flat Roof	Black Seam/Flashing Tar		X	X		
PL5474AI05A	1995 Flat Roof	Grey Tar on Copper Flashing		X	X		
PL5474AI05B	1995 Flat Roof	Grey Tar on Copper Flashing		X	X		
PL5474AI06A	1928 Roof Replacement	Grey 3-Tab Asphalt Shingle		X	X		
PL5474AI06B	1928 Roof Replacement	Grey 3-Tab Asphalt Shingle		X	X		
PL5474AI07A	1928 Roof Replacement	Black Tar Paper		X	X		
Sampler's Name: Christian Faust	Date: 4/30/14	Received at Laboratory (Name): Josephine Fay	Date: 5/1/14	Shipment Rec'd Intact <input type="checkbox"/> YES <input type="checkbox"/> NO			
Sampler's Signature: <i>Christian Faust</i>	Time: 11:00	Laboratory Signature: <i>Josephine Fay</i>	Time: 13:31	Field and Laboratory Remarks:			
Samples Relinquished By:							
Name: Bill Miner	Date: 04-30-14	Samples Received By: Josephine Fay		Date: 05-06-14			
Signature: <i>Bill Miner</i>	Time: 18:00	Signature: <i>Josephine Fay</i>		Time: 13:00			
Name:	Date:	Signature:		Date:			
Signature:	Time:	Signature:		Time:			

Think Quality

Distribution: White with Samples
Yellow to Laboratory
Pink to ATL Files



214051108

ATLANTIC TESTING LABORATORIES

ASBESTOS BULK SAMPLE CHAIN-OF-CUSTODY RECORD

13931

Albany
22 Corporate Drive
Clifton Park, NY 12065
518/383-9144 (T)
518/383-9166 (F)

Binghamton
126 Park Avenue
Binghamton, NY 13903
607/773-1812 (T)
607/773-1835 (F)

Canton
6431 U.S. Highway 11
Canton, NY 13617
315/386-4578 (T)
315/386-1012 (F)

Elmira
2330 Route 332
Elmira, NY 14903
607/737-0700 (T)
607/737-0714 (F)

Plattsburgh
130 Arizona Ave
Plattsburgh, NY 12903
518/563-5878 (T)
518/562-1321 (F)

Poughkeepsie
251 Upper North Road
Highland, NY 12528
845/691-6098 (T)
845/691-6099 (F)

Rochester
3443 Winton Place
Rochester, NY 14623
585/427-9029 (T)
585/427-9021 (F)

Syracuse
6085 Court Street Road
Syracuse, NY 13206
315/699-5281 (T)
315/699-3374 (F)

Utica
301 St. Anthony Street
Utica, NY 13501
315/735-3309 (T)
315/735-0742 (F)

Watertown
26581 NYS Route 283
Watertown, NY 13601
315/786-7887 (T)
315/786-2022 (F)

Project No. PL5474	Project Name Government Center Roof	Date Collected 4/30/14	Turn-Around-Time: 12hr <input type="checkbox"/> 24hr <input type="checkbox"/> 48hr <input type="checkbox"/> 72hr <input type="checkbox"/>	Laboratory Instructions <input checked="" type="checkbox"/> 5day <input type="checkbox"/> Positive Stop Analysis if negative by PLM-NOB, analyze by TEM-NOB <input type="checkbox"/> Other	Report Distribution Plattsburgh Art Cross ACross@atltesting.com			
Project Contact: Art Cross	Project Location: Elizabethtown NY	Page 2 of 5	Send Reports To (ATL Office):	ATL Contact: Art Cross	Send Copy To: ACross@atltesting.com			
Field Sample No.	Sample Location	Sample Description	PLM	PLM-NOB	TEM-NOB	TEM-ONLY	MICRO-VAC	Laboratory Sample ID No.
PL5474AE07B	1928 Roof Replacement	Black Tar Paper		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
PL5474AE08A	1928 Roof Replacement	Darker Black Roof Cement		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
PL5474AE08B	1928 Roof Replacement	Darker Black Roof Cement		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
PL5474AE09A	1928 Roof Replacement	Light Black Chimney Flashing Cement		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
PL5474AE09B	1928 Roof Replacement	Light Black Chimney Flashing Cement		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
PL5474AE10A	1928 Roof Replacement	Black Tar Paper Flashing on Valley/Ridge		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
PL5474AE10B	1928 Roof Replacement	Black Tar Paper Flashing on Valley/Ridge		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
PL5474AE11A	1928 Roof Replacement	Black with Light Grey Spess 3-TAB Shingles		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
PL5474AE11B	1928 Roof Replacement	Black with Light Grey Spess 3-TAB Shingles		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
PL5474AE12A	1978 Flat Roof	Black Comingled Built up Roofing		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
PL5474AE12B	1978 Flat Roof	Black Comingled Built up Roofing		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
PL5474AE13A	1978 Flat Roof	Brown Fiberboard Insulation	<input checked="" type="checkbox"/>					
PL5474AE13B	1978 Flat Roof	Brown Fiberboard Insulation	<input checked="" type="checkbox"/>					
Sampler's Name: Christian Faust	Date: 4/30/14	Received at Laboratory (Name): Raymond	Date: 5/1/14	Shipment Rec'd Intact <input type="checkbox"/> YES <input type="checkbox"/> NO				
Sampler's Signature: <i>Christian Faust</i>	Time: 11:00	Laboratory Signature: <i>Raymond</i>	Time: 13:31					
Samples Relinquished By: Bill Mear		Samples Received By: Enya Ardu						
Name: Bill Mear	Date: 04/30/14	Name: Enya Ardu	Date: 05-06-14					
Signature: <i>Bill Mear</i>	Time: 18:00	Signature: <i>Enya Ardu</i>	Time: 13:00					
Name:	Date:	Name:	Date:					
Signature:	Time:	Signature:	Time:					
Field and Laboratory Remarks:								

Think Quality

Distribution: White with Samples
Yellow to Laboratory
Pink to ATL Files

214051103



ATLANTIC TESTING LABORATORIES

ASBESTOS BULK SAMPLE CHAIN-OF-CUSTODY RECORD

13932

Albany
22 Corporate Drive
Clifton Park, NY 12065
518/383-9144 (T)
518/383-9166 (F)

Binghamton
126 Park Avenue
Binghamton, NY 13903
607/773-1812 (T)
607/773-1835 (F)

Canton
6431 U.S. Highway 11
Canton, NY 13617
315/386-4578 (T)
315/386-1012 (F)

Elmira
2330 Route 352
Elmira, NY 14903
607/737-0700 (T)
607/737-0714 (F)

Plattsburgh
130 Arizona Ave
Plattsburgh, NY 12903
518/563-5878 (T)
518/562-1321 (F)

Poughkeepsie
251 Upper North Road
Highland, NY 12528
845/691-6098 (T)
845/691-6099 (F)

Rochester
3445 Winton Place
Rochester, NY 14623
585/427-9020 (T)
585/427-9021 (F)

Syracuse
6085 Court Street Road
Syracuse, NY 13206
315/699-5281 (T)
315/699-3374 (F)

Utica
301 St. Anthony Street
Utica, NY 13501
315/735-3309 (T)
315/735-0742 (F)

Watertown
26581 NYS Route 283
Watertown, NY 13601
315/786-7887 (T)
315/786-2022 (F)

Project No. PL 5474	Project Name Government Center Roof	Date Collected 4/30/14	Laboratory Instructions <input type="checkbox"/> 12hr <input type="checkbox"/> 24hr <input type="checkbox"/> 48hr <input type="checkbox"/> 72hr <input checked="" type="checkbox"/> 5day <input type="checkbox"/>	Report Distribution Send Reports To (ATL Office): Plattsburgh ATL Contact: Art Cross Send Copy To: ACross@atltesting.com Fax Results: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Project Contact: Art Cross	Turn-Around-Time: 3 of 5	Special Instructions: <input checked="" type="checkbox"/> Positive Stop Analysis <input checked="" type="checkbox"/> If negative by PLM-NOB, analyze by TEM-NOB <input type="checkbox"/> Other	Analysis Requested PLM PLM-NOB TEM-NOB MICRO-VAC Laboratory Sample ID No.	
Project Location: Elizabethton NY	Sample Location	Sample Description	Received at Laboratory (Name): Joseph Lay Laboratory Signature: <i>[Signature]</i> Date: 5/1/14 Time: 13:31	Shipment Rec'd Intact <input type="checkbox"/> YES <input type="checkbox"/> NO
Field Sample No.	Sample Location	Sample Description	Received at Laboratory (Name): Joseph Lay Laboratory Signature: <i>[Signature]</i> Date: 5/1/14 Time: 13:31	Shipment Rec'd Intact <input type="checkbox"/> YES <input type="checkbox"/> NO
PL5474AI14A	1978 Flat Roof	Black Backing on Yellow Foam Insulation		
PL5474AI14B	1978 Flat Roof	Black Backing on Yellow Foam Insulation		
PL5474AI15A	1978 Flat Roof	White Gypsum Decking		
PL5474AI15B	1978 Flat Roof	White Gypsum Decking		
PL5474AI16A	1978 Flat Roof	Black Roof Cement - Skylights		
PL5474AI16B	1978 Flat Roof	Black Roof Cement - Skylights		
PL5474AI17A	1978 Flat Roof	White Caulking on Flashing		
PL5474AI17B	1978 Flat Roof	White Caulking on Flashing		
PL5474AI18A	1978 Flat Roof	White Caulking on Brick		
PL5474AI18B	1978 Flat Roof	White Caulking on Brick		
PL5474AI19A	1928 Roof Replacement	Black water + Ice Roofing		
PL5474AI19B	1928 Roof Replacement	Black water + Ice Roofing		
PL5474AI20A	Elevator Roof	Black Backing on Yellow Foam Insulation		
Sampler's Name: Christian Ford	Date: 4/30/14	Received at Laboratory (Name): Joseph Lay Laboratory Signature: <i>[Signature]</i> Date: 5/1/14 Time: 13:31	Shipment Rec'd Intact <input type="checkbox"/> YES <input type="checkbox"/> NO	
Sampler's Signature: <i>[Signature]</i>	Date: 4/30/14	Received at Laboratory (Name): Joseph Lay Laboratory Signature: <i>[Signature]</i> Date: 5/1/14 Time: 13:31	Shipment Rec'd Intact <input type="checkbox"/> YES <input type="checkbox"/> NO	
Name: Bill Mirex	Date: 04/30/14	Received at Laboratory (Name): Joseph Lay Laboratory Signature: <i>[Signature]</i> Date: 5/1/14 Time: 13:31	Shipment Rec'd Intact <input type="checkbox"/> YES <input type="checkbox"/> NO	
Signature: <i>[Signature]</i>	Date: 04/30/14	Received at Laboratory (Name): Joseph Lay Laboratory Signature: <i>[Signature]</i> Date: 5/1/14 Time: 13:31	Shipment Rec'd Intact <input type="checkbox"/> YES <input type="checkbox"/> NO	
Name: William S. [Signature]	Date: 04/30/14	Received at Laboratory (Name): Joseph Lay Laboratory Signature: <i>[Signature]</i> Date: 5/1/14 Time: 13:31	Shipment Rec'd Intact <input type="checkbox"/> YES <input type="checkbox"/> NO	
Signature: <i>[Signature]</i>	Date: 04/30/14	Received at Laboratory (Name): Joseph Lay Laboratory Signature: <i>[Signature]</i> Date: 5/1/14 Time: 13:31	Shipment Rec'd Intact <input type="checkbox"/> YES <input type="checkbox"/> NO	

Think Quality

Distribution: White with Samples
Yellow to Laboratory
Pink to ATL Files

ENV-001A
drive:Forms\Environmental\FieldForms\Asbestos Bulk Sample Chain-of-Custody Record rev 3: 07/09

214051108



ATLANTIC TESTING LABORATORIES

ASBESTOS BULK SAMPLE CHAIN-OF-CUSTODY RECORD

13934

Albany
22 Corporate Drive
Clifton Park, NY 12065
518/383-9144 (T)
518/383-9166 (F)

Binghamton
126 Park Avenue
Binghamton, NY 13903
607/773-1812 (T)
607/773-1835 (F)

Canton
6431 U.S. Highway 11
Canton, NY 13617
315/386-4578 (T)
315/386-1012 (F)

Elmira
2330 Route 352
Elmira, NY 14903
607/737-0700 (T)
607/737-0714 (F)

Plattsburgh
130 Arizona Ave
Plattsburgh, NY 12901
518/563-5878 (T)
518/562-1321 (F)

Poughkeepsie
251 Upper North Road
Highland, NY 12528
845/691-6098 (T)
845/691-6099 (F)

Rochester
3445 Winton Place
Rochester, NY 14623
585/427-9020 (T)
585/427-9021 (F)

Syracuse
6085 Court Street Road
Syracuse, NY 13206
315/699-5281 (T)
315/699-3374 (F)

Utica
301 St. Anthony Street
Utica, NY 13501
315/735-3309 (T)
315/735-0742 (F)

Watertown
26581 NYS Route 283
Watertown, NY 13601
315/786-7887 (T)
315/786-2022 (F)

Project No.		Project Name		Date Collected		Laboratory Instructions		Report Distribution	
PL 5474		Government Center Roof		4/30/14		<input type="checkbox"/> 12hr <input type="checkbox"/> 24hr <input type="checkbox"/> 48hr <input type="checkbox"/> 72hr <input checked="" type="checkbox"/> Day <input type="checkbox"/> Night Positive Stop Analysis If negative by PLM-NOB, analyze by TEM-NOB <input type="checkbox"/> Other		Send Reports To (ATL Office): ATL Contact: Send Copy To: Fax Results:	
Project Contact:		Project Location:		Turn-Around-Time:		Special Instructions:		Send Reports To (ATL Office): ATL Contact: Send Copy To: Fax Results:	
Project Contact: ART Cross		Project Location: Elizabethtown NY		Pages 4 of 5				Send Reports To (ATL Office): ATL Contact: Send Copy To: Fax Results:	
Field Sample No.	Sample Location	Sample Description	PLM	PLM-NOB	TEM-NOB	TEM-ONLY	MICRO-VAC	Laboratory Sample ID No.	Shipment Rec'd Intact
PL5474AI20B	Elevator Roof	Black Backing on Yellow Foam Insulation		X					
PL5474AI21A	Elevator Roof	Light Brown Insulation Board	X						
PL5474AI21B	Elevator Roof	Light Brown Insulation Board	X						
PL5474AI22A	Elevator Roof	Black Roof Cement							
PL5474AI22B	Elevator Roof	Black Roof Cement							
PL5474AI23A	Elevator Roof	Grey Flashing Cement							
PL5474AI23B	Elevator Roof	Grey Flashing Cement							
PL5474AI24A	Elevator Roof	Grey Gutter Seam Cement							
PL5474AI24B	Elevator Roof	Grey Gutter Seam Cement							
PL5474AI25A	Real Property Roof	Green 3-Tab Asphalt Shingle							
PL5474AI25B	Real Property Roof	Green 3-Tab Asphalt Shingle							
PL5474AI26A	Real Property Roof	Black Roof Cement - Chimney							
PL5474AI26B	Real Property Roof	Black Roof Cement - Chimney							
Sampler's Name: Christian Faust		Date: 4/30/14		Time: 11:50		Received at Laboratory (Name):		Date: 5/1/14	
Sampler's Signature: Christian Faust		Date: 04-30-14		Time: 18:00		Laboratory Signature:		Date: 5/1/14	
Name: Bill Miller		Date: 04-30-14		Time: 18:00		Laboratory Signature:		Date: 5/1/14	
Signature: [Signature]		Date: 04-30-14		Time: 18:00		Laboratory Signature:		Date: 5/1/14	
Name: [Blank]		Date: [Blank]		Time: [Blank]		Laboratory Signature:		Date: [Blank]	
Signature: [Blank]		Date: [Blank]		Time: [Blank]		Laboratory Signature:		Date: [Blank]	
Samples Relinquished By: [Signature]									
Samples Received By: [Signature]									
Field and Laboratory Remarks:									

Think Quality

Distribution: White with Samples
Yellow to Laboratory
Pink to ATL Files

ENV-001A
pdrive:\Forms\Environmental\FieldForms\Asbestos Bulk Sample Chain-of-Custody Record rev 3: 07/09

ESSEX COUNTY
GOVERNMENT CENTER
ROOF REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

SECTION 024119

SELECTIVE STRUCTURE DEMOLITION

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Demolishing designated building equipment and fixtures.
 - 2. Demolishing designated construction.
 - 3. Cutting and alterations for completion of the Work.
 - 4. Removing designated items for Owner's retention.
 - 5. Protecting items designated to remain.
 - 6. Removing demolished materials.

1.2 SUBMITTALS

- A. Section 013300 - Submittal Procedures: Requirements for submittals.
- B. Demolition Schedule: Indicate overall schedule and interruptions required for utility and building services.

1.3 CLOSEOUT SUBMITTALS

- A. Section 017000 - Execution and Closeout Requirements: Requirements for submittals.
- B. Project Record Documents: Accurately record actual locations of capped utilities, concealed utilities discovered during demolition, and subsurface obstructions.

1.4 QUALITY ASSURANCE

- A. Conform to applicable code for demolition work, dust control, products requiring electrical disconnection and re-connection.
- B. Conform to applicable code for procedures when hazardous or contaminated materials are discovered.
- C. Obtain required permits from authorities having jurisdiction.
- D. Perform Work in accordance with State of New York Public Work's standard.

1.5 SEQUENCING

- A. Owner will conduct salvage operations before demolition begins to remove materials Owner chooses to retain.

ESSEX COUNTY
GOVERNMENT CENTER
ROOF REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

1.6 SCHEDULING

- A. Section 013000 - Administrative Requirements: Requirements for scheduling.
- B. Schedule Work to coincide with new construction.
- C. Cooperate with Owner in scheduling noisy operations and waste removal that may impact Owners operation and adjoining spaces.
- D. Coordinate utility and building service interruptions with Owner.
 - 1. Do not disable or disrupt building fire or life safety systems without three days prior written notice to Owner.
 - 2. Schedule tie-ins to existing systems to minimize disruption.
 - 3. Coordinate Work to ensure fire sprinklers, fire alarms, smoke detectors, emergency lighting, exit signs and other life safety systems remain in full operation in occupied areas.

1.7 PROJECT CONDITIONS

- A. Conduct demolition to minimize interference with adjacent and occupied building areas.
- B. Cease operations immediately if structure appears to be in danger and notify Architect/Engineer. Do not resume operations until directed.
- C. The existing flat roof also consists of the original asphalt built-up roofing system (under the existing EPDM membrane) that shall be completely removed to expose the gypsum deck.
- D. The Owner has tested the existing roofing system, including the original built-up roof, and found no asbestos on the roofs scheduled for replacement. See section 018000 for Limited Asbestos Survey.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.1 PREPARATION

- A. Notify affected utility companies before starting work and comply with their requirements.
- B. Mark location and termination of utilities.
- C. Erect, and maintain temporary barriers and security devices, including warning signs and lights, and similar measures, for protection of the Owner and existing improvements indicated to remain.
- D. Erect and maintain weatherproof closures for exterior openings.

ESSEX COUNTY
GOVERNMENT CENTER
ROOF REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

- E. Erect and maintain temporary partitions to prevent spread of dust, odors, and noise to permit continued Owner occupancy.
- F. Prevent movement of structure; provide temporary bracing and shoring required to ensure safety of existing structure.
- G. Provide appropriate temporary signage including signage for exit or building egress.
- H. Do not close or obstruct building egress path.
- I. Do not disable or disrupt building fire or life safety systems without 3 days prior written notice to Owner.

3.2 SALVAGE REQUIREMENTS

- A. Coordinate with Owner to identify building components and equipment required to be removed and delivered to Owner.
- B. Tag components and equipment Owner designates for salvage.
- C. Protect designated salvage items from demolition operations until items can be removed.
- D. Carefully remove building components and equipment indicated to be salvaged.
- E. Disassemble as required to permit removal from building.
- F. Package small and loose parts to avoid loss.
- G. Mark equipment and packaged parts to permit identification and consolidation of components of each salvaged item.
- H. Prepare assembly instructions consistent with disassembled parts. Package assembly instructions in protective envelope and securely attach to each disassembled salvaged item.
- I. Deliver salvaged items to Owner. Obtain signed receipt from Owner.

3.3 DEMOLITION

- A. Conduct demolition to minimize interference with adjacent and occupied building areas.
- B. Maintain protected egress from and access to adjacent existing buildings at all times.
- C. Do not close or obstruct roadways.
- D. Cease operations immediately when structure appears to be in danger and notify Architect/Engineer.
- E. Disconnect and remove designated utilities within demolition areas.

ESSEX COUNTY
GOVERNMENT CENTER
ROOF REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

- F. Cap and identify abandoned utilities at termination points when utility is not completely removed. Annotate Record Drawings indicating location and type of service for capped utilities remaining after demolition.
- G. Demolish in orderly and careful manner. Protect existing improvements and supporting structural members.
- H. Carefully remove building components indicated to be reused.
 - 1. Disassemble components as required to permit removal.
 - 2. Package small and loose parts to avoid loss.
 - 3. Mark components and packaged parts to permit reinstallation.
 - 4. Store components, protected from construction operations, until reinstalled.
- I. Remove demolished materials from site except where specifically noted otherwise. Do not burn or bury materials on site.
- J. Remove materials as Work progresses. Upon completion of Work, leave areas in clean condition.
- K. Remove temporary Work.

END OF SECTION

ESSEX COUNTY
GOVERNMENT CENTER
ROOF REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

SECTION 073110

ASPHALT SHINGLES

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes granular surfaced asphalt shingle roofing, moisture shedding underlayment, eave, and valley protection.
 - 1. Provide associated metal flashings and accessories, matching fasteners, pre-molded plumbing roof sleeves, pre-finished aluminum drip edge, see Section 076200.

1.2 REFERENCES

- A. ASTM B209/B209M - Aluminum and Aluminum-Alloy Sheet and Plate.
- B. ASTM D225 - Asphalt Shingles (Organic Felt) Surfaced with Mineral Granules.
- C. ASTM D226 - Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing.
- D. ASTM D2178 - Asphalt Glass (Felt) Used in Roofing and Waterproofing.
- E. ASTM 2822 – Asphalt Roof Cement.
- F. ASTM 3018 – Class A Asphalt Shingles Surfaced with Mineral Granules.
- G. ASTM D3161 – Test Method for Wind-Resistance of Asphalt Shingles (Fan-Induced Method).
- H. ASTM D3462 – Asphalt Shingles Made From Glass Felt and Surfaced With Mineral Granules.
- I. ASTM D4586 – Asphalt Roof Cement, Asbestos Free.
- J. NRCA (National Roofing Contractors Association) – Steep Roofing Manual.
- K. US 55B (Underwriters Laboratories, Inc.) – Class C Asphalt Organic-Felt Sheet Roofing and Shingles.
- L. UL 580 (Underwriters Laboratories, Inc.) – Tests for Wind Uplift Resistance of Roof Assemblies.
- M. UL 997 (Underwriters Laboratories, Inc.) – Wind Resistance of Shingles.

1.3 SUBMITTALS

- A. Section 013300 - Submittal Procedures: Submittal procedures.

ESSEX COUNTY
GOVERNMENT CENTER
ROOF REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

- B. Product Data: Submit data indicating material characteristics, performance criteria, and limitations.
- C. Samples: Submit two samples of each shingle color indicating color range and finish texture/pattern; for color and texture selection.
- D. Manufacturer's Certificate: Provide Certificate of Compliance from an independent laboratory indicating that the asphalt fiber glass shingles made in normal production meet or exceed the requirements of the following:
 - 1. ASTM E108/UL 790 Class A Fire Resistance.
 - 2. ASTM D3161/UL 997 Type I Wind Resistance.
 - 3. ASTM 3462.

1.4 ENVIRONMENTAL REQUIREMENTS

- A. Section 016000 - Product Requirements.
- B. Do not install eave protection and shingles when surface, ambient air, or wind chill temperatures are below 45 degrees F.

1.5 WARRANTY

- A. Section 017000 - Execution Requirements: Product warranties and product bonds.
- B. Furnish limited lifetime and 10 year full manufacturer warranty for asphalt shingles.

1.6 EXTRA MATERIALS

- A. Section 017000 - Execution Requirements: Spare parts and maintenance products.
- B. Supply 35 sq. ft. of extra shingles of each color.

PART 2 PRODUCTS

2.1 ASPHALT SHINGLES

- A. Manufacturers:
 - 1. Owens Corning - Berkshire Shingles, or equal.
 - 2. Substitutions: Section 016000 - Product Requirements.
- B. Product Description: Asphalt shingles conforming to ASTM D 3018 Type 1 – Self Sealing; UL Certification of ASTM D 3462, UL 997 Wind Resistance, and UL Class A Fire Resistance, glass fiber mat base; ceramically colored/UV resistant mineral surface granules across entire face of shingle; architectural style/tab.
 - 1. Weight: 360 pounds per square (100 square feet).
 - 2. Color: As selected by Architect from manufacturer's standards.
 - 3. Algae resistant.
 - 4. Limited lifetime warranty and 10-year full warranty.

ESSEX COUNTY
GOVERNMENT CENTER
ROOF REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

2.2 COMPONENTS

- A. Eave (Ice Dam) Protection: Sheet barrier of rubberized asphalt bonded to sheet polyethylene, 40 mil total thickness, with strippable treated release paper; winter guard as manufactured by CertainTeed, or equal.
- B. Underlayment: CertainTeed “Roofer’s” Select”; asphalt-impregnated fiberglass-reinforced organic felt designed for use on roof decks as a water-resistant layer beneath roofing shingles, or equal.

2.3 ACCESSORIES

- A. Nails: Standard round wire shingle type hot dipped zinc coated steel type, of sufficient length to penetrate through roof sheathing.
- B. Plastic Cement: ASTM D2822, Asphalt type with mineral fiber components, free of toxic solvents, capable of setting within 24 hours at temperatures of 75 degrees F and 50 percent RH.
- C. Lap Cement: Fibrated cutback asphalt type, recommended for use in application of underlayment, free of toxic solvents.
- D. Ridge Vents: Plastic, with vent openings that do not permit direct water or weather entry; V-400E style manufactured by COR-A-VENT.
- E. Flashing Materials:
 - 1. Sheet Flashings: Refer to Section 076200.
- F. Bituminous Paint: Acid and alkali resistant type; black color.
- G. Flashing Boot: Non-fading, non-cracking, rigid black thermoplastic base. Rated for 180 degrees F.

2.4 FABRICATION

- A. Form flashings to profiles indicated on Drawings, and to protect roofing materials from physical damage and shed water.
- B. Form flashing sections square and accurate to profile, in maximum possible lengths, free from distortion or defects detrimental to appearance or performance.
- C. Hem exposed edges of flashings minimum ¼ inch on underside.
- D. Apply bituminous paint on concealed surfaces of flashings.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Section 013000 - Administrative Requirements: Coordination and project conditions.

ESSEX COUNTY
GOVERNMENT CENTER
ROOF REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

- B. Verify roof penetrations and plumbing stacks are in place and flashed to deck surface.
- C. Verify deck surfaces are dry, free of ridges, warps, or voids.

3.2 PREPARATION

- A. Fill knot holes and surface cracks with latex filler at areas of bonded eave protection.
- B. Broom clean deck surfaces under eave protection and underlayment.

3.3 INSTALLATION

- A. Eave (Ice Dam) Protection Installation:
 - 1. Place eave edge and gable drip edge metal flashings tight with fascia boards. Weather lap joints minimum 2 inches and seal with plastic cement. Secure flange with nails, 2 rows, 3" D.C.
 - 2. Provide rubberized membrane up-slope beyond outside edge of aluminum drip edge and around roof penetrations.
- B. Protective Underlayment Installation:
 - 1. Place one ply of underlayment over entire area with ends and edges weather lapped minimum 4 inches. Stagger end laps of each consecutive layer. Nail in place.
- C. Valley Protection Installation:
 - 1. Adhere one ply of rubberized membrane, centered over valleys. Weather lap joints minimum 2 inches.
- D. Metal Flashing and Accessories Installation:
 - 1. Weather lap joints and seal weather tight with plastic cement.
 - 2. Flash and seal work weather tight.
- E. Asphalt Shingles Installation:
 - 1. Place shingles in straight coursing pattern with 5 inches weather exposure to produce double thickness over full roof area. Provide double course of shingles at eaves.
 - 2. Project first course of shingles ¾ inch beyond fascia boards.
 - 3. Extend shingles ½ inch beyond face of gable edge fascia boards.
 - 4. Extend shingles on one slope across valley and fasten. Trim shingles from other slope 2 inches from valley center line to achieve closed cut valley, concealing valley protection.
 - 5. Cap hips and ridges with individual shingles, maintaining 5 inch weather exposure. Place to avoid exposed nails.
 - 6. Coordinate installation of roof mounted components or work projecting through roof with weather tight placement of Counter-flashings.
 - 7. Complete installation to provide weather tight service.

3.4 PROTECTION OF INSTALLED CONSTRUCTION

- A. Section 017000 - Execution Requirements: Protecting installed construction.

ESSEX COUNTY
GOVERNMENT CENTER
ROOF REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

- B. Do not permit traffic over finished roof surface.

END OF SECTION

ESSEX COUNTY
GOVERNMENT CENTER
ROOF REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

SECTION 075300

SINGLE PLY MEMBRANE ROOFING SYSTEM

PART 1 GENERAL

1.1 GENERAL NOTES

- A. Contractor will perform all work by competent, trained, and properly equipped personnel in strict accordance with good roofing practices and applicable industry standards.
- B. Contractor will observe all published safety prevention policies and practices relating to application of roofing system and related work. All federal, state, and local codes shall be followed.
- C. Contractor will follow application, safety, etc. information as published in the most current edition of the Roofing System Technical Specifications.

1.2 WORK INCLUDED

- A. Work under this section covers the installation of a new insulated membrane Roofing System consisting of a fully adhered 90-mil EPDM system on

Essex County Government Center Roof

In addition, contractor shall include all related items of work as noted herein or indicated on the drawings or otherwise required to complete the specified elements of work and provide the necessary warranties for this work.

- B. Existing roof deck on flat roof is purported to be gypsum. Contractor shall conduct pull test to establish whether or not insulation can be mechanically fastened. Contractor has option to forego pull test and adhere insulation per manufacture's requirements.
- C. Contractor will dispose of all materials properly. Any material removal shall comply with state and local codes and requirements and shall be disposed of in a legal manner.
- D. Maintain existing structure in weather tight condition at end of each workday.

1.3 SECTION INCLUDES

- A. Substrate preparation.
- B. Wood nailer installation.
- C. Membrane installation.
- D. Membrane flashing installation.

Single Ply Membrane Roofing System
075300

ESSEX COUNTY
GOVERNMENT CENTER
ROOF REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

1.4 RELATED SECTIONS

- A. Section 024119 – Selective Structure Demolition.
- B. Section 076200 - Sheet Metal Flashing.
- C. Section 079000 - Joint Sealers.

1.5 DEFINITIONS

- A. Roofing Terminology: Refer to ASTM D1079 for definition of terms related to roofing work not otherwise defined in the section.
- B. American Society for Testing and Materials (ASTM): 1916 Race St., Philadelphia, PA 19103.

1.6 SYSTEM DESCRIPTION

- A. 90 mil EPDM elastomeric sheet roofing that is adhered to insulation boards with bonding adhesive.

1.7 SUBMITTALS

- A. Product Data:
 - 1. Submit copies of Technical Information Sheets for all products used on this project.
- B. Shop Drawings: Design, prepare, and submit tapered insulation drawing in compliance with the specifications for review and approval by Architect.
- C. Samples:
 - 1. Submit samples of roof membrane, fasteners, and walkway pads.
- D. Application Information:
 - 1. Submit copy of Roofing System application specification.
 - 2. Submit copy of job related details including flashings, base tie-ins, roof edges, terminations, expansion joints, penetrations, drains, and any other relevant details.
- E. Letter attesting that manufacturer currently licenses roofing contractor.
- F. Pre Installation Notice:
 - 1. Submit copy of Pre Installation Notice that has been accepted and approved by manufacturer.

1.8 QUALITY ASSURANCE

- A. Manufacturer:

ESSEX COUNTY
GOVERNMENT CENTER
ROOF REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

1. Company specializing in manufacturing the roofing membrane specified in this Section with ten years of manufacturing experience.
 2. System supplier must have ISO 9002 certification.
 3. Manufacturer must be able to provide the project with the membrane and Isocyanurate insulation that is produced in their facilities.
- B. Applicator:
1. Shall be a current Contractor certified by manufacturer.
 2. Shall have at least five years experience in installing specified system.

1.9 REGULATORY REQUIREMENTS

- A. Conform to applicable local building code requirements.
- B. Underwriters Laboratories, Inc. (UL): Class A Fire Hazard Classification.
- C. Factory Mutual Corporation (FM): Roof Assembly Classification, FM Construction Bulletin 1-28, and 1-29 meeting minimum requirements of FM (1-60, 1-90).

1.10 QUALITY INSPECTION/OBSERVATION

- A. Inspection by Manufacturer: Provide a final inspection of the roofing system by a Technical Representative employed by roofing system manufacturer.
 1. Technical representative shall not perform any sales functions.
 2. Contractor shall complete any necessary repairs required for issuance of warranty.

1.11 PRE-INSTALLATION CONFERENCE

- A. Before start of roofing work, attend a conference to discuss the proper installation of materials. Attendees shall include all parties directly affecting work of this Section.

1.12 DELIVERY, STORAGE AND HANDLING

- A. Deliver products in manufacturer's original containers dry, undamaged, seals and labels intact and legible.
- B. Store all materials clear of ground and moisture with weather protective covering.
- C. Keep all combustible materials away from ALL ignition sources.

1.13 ENVIRONMENTAL REQUIREMENTS

- A. Install roofing membrane only when surfaces are clean, dry, smooth and free of snow or ice.
- B. Do not apply roofing membrane during inclement weather or when ambient conditions will not allow proper application.

ESSEX COUNTY
GOVERNMENT CENTER
ROOF REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

1.14 WARRANTY

- A. Type/Term:
 - 1. Provide 30-year Roofing System Warranty. Warranty shall include membrane, roof insulation, membrane accessories and metal edging.

- B. Coverage:
 - 1. 30-year Warranty:
 - a. Limit of liability: No Dollar Limitation
 - b. Scope of coverage
Repair leaks in the EPDM Roofing System caused by manufacturers supplied materials or the workmanship used to install them, plus damage by puncture, hail up to 2" diameter or wind up to 100 mph.

PART 2 PRODUCTS

2.1 NAILERS FOR FLANGES AND ROOF ACCESSORIES

- A. Description: Structural Grade No. 2 or better Southern Pine, Douglas Fir or Exterior Grade plywood. All wood shall be pressure treated for rot resistance.
 - 1. Nailer width: Minimum 3-1/2 in. (nominal) wide or as wide as the nailing flange of each roof accessory.
 - 2. Nailer thickness: Thickness of roof insulation.

- B. Reference Standards:
 - 1. Southern Pines: PS 20; SPIB Grading Rules.
 - 2. Western Woods: PS 20; WWPA Grading Rules
 - 3. Plywood: PS 1; APA Grade Stamps.
 - 4. Pressure preservative treatment: AWPB LP2.

2.2 MANUFACTURERS - MEMBRANE MATERIALS

- A. Firestone, Carlisle, or equal, single-ply membrane system: .090 elastomeric sheet roofing that is adhered to acceptable substrate with bonding adhesive.

- B. Approved Equals: See substitutions.

2.3 ELASTOMERIC SHEET ROOFING AND FLASHING MEMBRANE

- A. Description: Non-reinforced, cured, synthetic single-ply membrane composed of Ethylene Propylene Diene Terpolymer (EPDM) conforming to the following physical properties:
 - 1. Membrane Type: .090

Property:	Specification:
Specific Gravity	1.15 +/- 0.05

ESSEX COUNTY
GOVERNMENT CENTER
ROOF REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

Tensile Strength, Minimum, psi (Mpa)	1425 (9.8)
Elongation, Minimum, %	450
Tear Resistance, lbf / in (N / M)	200 (933)
Ozone Resistance, 166 hours @ 100 pphm @ 104°F with 50% extension	No Cracks
Heat Aging, 28 days @ 240°F	
Tensile Strength, Minimum psi (Mpa)	1415 (9.7)
Elongation, Minimum %	290
Brittleness Point, max., °F, (°C)	-49 (-45)
Water Absorption, change in weight after immersion in water for 166 hours @ 158°F, %	+1.8
Tolerance On Nominal Thickness, %	+/- 10
Water Vapor Permeability, Perm-Mils	2.0

B. Reference Standards:

1. ASTM D4637-96: Standard Specification for EPDM Sheet used in single-ply roof membrane
2. ASTM D297: Methods for Rubber Products, Chemical Analysis.
3. ASTM D412, Die C: Test Methods for Rubber Properties in Tension.
4. ASTM D471: Test Methods for Rubber Property, Effect of Liquids.
5. ASTM D573: Test Method for Rubber, Deterioration in an Air Oven.
6. ASTM D624, Die C: Test Method for rubber property-Tear Resistance
7. ASTM D746: Test Method for Brittleness Temperature of Plastics and Elastomers by Impact.
8. ASTM D751: (Grab Method) Method of Testing Coated Fabrics.
9. ASTM D816: (Modified) Methods of Testing Rubber Cements.
10. ASTM D1149: Test Method for Rubber Deterioration, Surface Ozone Cracking in a Chamber.
11. ASTM D2240: Test Method for Rubber Property - Durometer Hardness.
12. ASTM E96: Test Methods for Water Vapor Transmission of Materials.

2.4 INSULATION PRODUCTS

TOP LAYER INSULATION FASTENERS

1. Description: Heavy duty threaded fastener with 3-coat waterborne fluorocarbon polymer coating and drill point tip capable of penetrating 20-gauge steel. Fastener shall meet minimum thread size of .260" and 13 threads per inch. Length shall be sufficient to penetrate deck a minimum of ¾" for steel and 1" for wood and concrete. Structural concrete decks must be pre-drilled with a 7/32" carbide drill bit to a depth ½" deeper than the fastener engagement.
2. Reference Standard: SAE 1022, Heat Treated
3. Product/Producer:
 - a. Heavy Duty (HD) fasteners.

BASE LAYER - POLYISOCYANURATE ROOF INSULATION

ESSEX COUNTY
GOVERNMENT CENTER
ROOF REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

- A. Description: Flat stock (uniform thickness) Roof insulation consisting of closed cell polyisocyanurate foam core and a perforated black glass reinforced mat laminated to the face.
 - 1. Thickness: See drawings.
 - 2. Nominal Size: 48 in. x 48 in.

- B. Reference Standards:
 - 1. ASTM C1289, Type II, Class 1.
 - 2. ASTM C 209 - Water Absorption.
 - 3. ASTM E 96 - Water Vapor Transmission of Materials.
 - 4. ASTM D 1621 - Compressive Strength.
 - 5. ASTM D 1622 - Density.
 - 6. ASTM D 2126 - Dimensional Stability.

TOP LAYER - TAPERED POLYISOCYANURATE ROOF INSULATION

- A. Description: Roof insulation consisting of closed cell polyisocyanurate foam core and a perforated black glass reinforced mat laminated to the face.
 - 1. Minimum Thickness at Drains: See drawings.
 - 2. Nominal Size: 48 in. x 48 in
 - 3. System Slope: ¼"/ft.

- B. Reference Standards:
 - 1. ASTM C1289, Type II, Class 1.
 - 2. ASTM C 209 - Water Absorption.
 - 3. ASTM E 96 - Water Vapor Transmission of Materials.
 - 4. ASTM D 1621 - Compressive Strength.
 - 5. ASTM D 1622 - Density.
 - 6. ASTM D 2126 - Dimensional Stability.

2.5 HAIL PROTECTION

- A. Provide Oriented Strand Board (OSB) or gypsum sheathing over insulation if required by manufacturer to meet specified warranty requirements for hail and wind.

2.6 ELASTOMERIC SHEET ROOFING SYSTEM COMPONENTS

- A. Roof Flashing:
 - 1. Description: Semi-cured 45 mil EPDM membrane laminated to 35 mil EPDM tape adhesive

- B. Elastomeric Uncured Flashing:
 - 1. Description: Non-reinforced, self curing, synthetic, single-ply flashing composed of Ethylene Propylene Diene Terpolymer (EPDM) conforming to the following physical properties as indicated by ASTM D4811-90 standard specification for Non-vulcanized rubber sheet used as roof flashing.
 - a. Nominal Thickness: .090 inch

ESSEX COUNTY
GOVERNMENT CENTER
ROOF REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

Property:	Specification:
Thickness	0.055
Green Strength Modulus 100% @ 75°F(psi)	25-250
Elongation, (Ultimate), %	400
modulus 100% @ 122°F(psi)	12
Elongation (Ultimate) %	200
Shelf Stability: Modulus 100% at 75°F(psi)	250
Elongation, min, %	400
Vulcanizability: Tensile strength, min, (psi)	406
Elongation, min, %	400
Tensile Set: min, %	80
Dimensional Stability, max, %	+/- 10
Weatherability , no cracks or crazing	pass
Water Vapor Permeability, Perm-Mils	2.0

b. Reference Standards:

- 1) ASTM D412: Test Methods for Rubber Properties in Tension.
- 2) ASTM D471: Test Methods for Rubber Property-Effect of liquids.
- 3) ASTM D573: Test Methods for Rubber-Deterioration in Air oven.
- 4) ASTM D624: Test Methods for Rubber Property-Tear Resistance.
- 5) ASTM D1149: Test Method for Rubber Deterioration-Surface zone Cracking in a chamber.
- 6) ASTM D1204: Test Method for Linear Dimensional Changes on a Non-rigid Thermoplastic Sheeting or Film at Elevated Temperatures.
- 7) ASTM D2137: Test Methods for Rubber Property-Brittleness Point of Flexible Polymers and Coated Fabrics.

C. Lap Splice Tape:

1. Description: 35 mil EPDM-based, formulated for compatibility with EPDM membrane and high-solids primer.

D. Adhesive Primer:

1. Description: High-solids, butyl based primer formulated for compatibility with EPDM membrane & tape adhesive.

E. Batten Covers:

1. Description: Cured 60 mil EPDM membrane laminated to 35 mil EPDM tape adhesive.

F. Splice Adhesive:

1. Description: Butyl-based, formulated for compatibility with EPDM membrane.

ESSEX COUNTY
GOVERNMENT CENTER
ROOF REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

- G. Bonding Adhesive:
 - 1. Description: Neoprene-based, formulated for compatibility with EPDM membrane & a wide variety of substrate materials, including masonry, wood, and insulation facings.

- H. Pourable Sealer:
 - 1. Description: 2-Part urethane, 2-color for reliable mixing.

- I. Seam Plates, Batten Strips and Insulation Plates:
 - 1. Description: Steel with a Galvalume® coating.
 - 2. Reference Standard: Corrosion-resistant to meet FM-4470 criteria.

- J. Termination Bar:
 - 1. Description: 1.3" X 0.10" thick aluminum bar with integral caulk ledge.

- K. Roof Walkway Pads:
 - 1. Description: EPDM Walkway Pads, 30" X 30" X 30" with EPDM tape adhesive strips laminated to the bottom.

2.7 METAL FLASHING

- A. Edge Metal Fascia:
 - 1. Description: Provide prefabricated 0.040" Aluminum with white (factory painted) fluoropolymer finish in manufacturer's standard colors.

2.8 VAPOR BARRIER

- A. Vapor Barrier:
 - 1. ASTM D 2178, self-adhering rubberized asphalt laminated to woven polypropylene film, or equal.

2.9 ROOF DRAINS

- A. Manufacturer:
 - 1. Jay R. Smith Mfg. Co.; Model No. 1015, or equal.
 - 2. Substitutions: Section 016000 – Product Requirements.

- B. Product Description:
 - 1. Cast iron body with adjustable extension sleeve, reversible collar, combined flashing clamp and gravel stop with cast iron dome.
 - 2. Includes sump receiver and hub for service weight roof drain piping and underdeck clamp with hardware for clamping to existing deck.

ESSEX COUNTY
GOVERNMENT CENTER
ROOF REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

PART 3 INSTALLATION

3.1 EXAMINATION

- A. Examine roof deck to determine that it is sufficiently rigid to support roofers and their mechanical equipment and that deflection will no strain or rupture roof components or deform deck.
- B. Verify that surfaces and site conditions are ready to receive work. Correct defects in the substrate before commencing with roofing work.
- C. Examine roof substrate to verify that it is properly sloped to drains.
- D. Start work with sealants and adhesives at 60° - 80° F.
- E. Fumes from adhesive solvents may be drawn into the building during installation through rooftop intakes. Appropriate measures must be taken to assure that fumes from adhesive solvents are not drawn into the building through air intakes.
- F. For reroofing applications only: remove existing roof system components as specified.
- G. The surface must be clean, dry, smooth, free of sharp edges, fins, loose or foreign materials, oil, grease and other materials that may damage the membrane. All roughened surfaces, which could cause damage, shall be properly repaired before proceeding.
- H. All surface voids of the immediate substrate greater than 1/4" wide must be properly filled with an acceptable insulation or suitable fill material.

3.2 PROTECTION OF OTHER WORK

- A. Protect metal, glass, plastic, and painted surfaces from adhesives and sealants.
- B. Protect neighboring work, property, cars, and persons from spills and overspray from adhesives, sealants and coatings and from damage related to roofing work.
- C. Protect finished areas of the roofing system from roofing related work traffic and traffic by other trade.

3.3 MATERIAL STORAGE AND HANDLING

- A. Keep all adhesives, sealants, primers and cleaning materials away from all sources of ignition.
- B. Consult container labels and material Safety Data Sheets (MSDS) for specific safety instructions.
- C. Deliver materials to job site in their original containers as labeled by the manufacturer.

ESSEX COUNTY
GOVERNMENT CENTER
ROOF REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

3.4 WOOD NAILER LOCATION AND INSTALLATION

- A. Total wood nailer height shall match the total thickness of insulation being used and shall be installed with a 1/8" gap between each length and at each change of direction.
- B. Wood nailers shall be firmly fastened to the deck. Mechanically fasten wood nailers to resist a force of 200 lbs. per linear foot.

3.5 VAPOR RETARDER

- A. Install vapor barrier over existing concrete deck per manufacturer's instructions.

3.6 ROOF INSULATION APPLICATION: GENERAL

- A. Install only as much insulation as can be covered with the completed roofing system before the end of the day's work or before the onset of inclement weather.
- B. Seal deck joints, where needed, to prevent bitumen dripage.
- C. Lay roof insulation in courses parallel to roof edges.
- D. Neatly fit insulation to all penetrations, projections, and nailers. Insulation shall be fit tightly, with gaps not greater than 1/4". All gaps greater than 1/4" shall be filled with acceptable insulation. Under no circumstances shall the roofing membrane be left unsupported over a space greater than 1/4". Tapered insulation shall be installed around roof drains so as to provide proper slope for drainage. Miter roof insulation edges at ridge, valley and other similar non-planar conditions.
- E. When installing multiple layers of insulation, all joints between layers shall be staggered at least 6 in.

3.7 INSULATION ATTACHMENT

- A. Top Layer:
 - 1. Top Layer Attachment: Mechanically Attached.
- B. Base Layer:
 - 1. Base Layer Attachment: Mechanically attached.

3.8 INSULATION APPLICATION

- A. TOP LAYER:
 - 1. Using the Heavy Duty fasteners and approved plate, engage fastener through insulation into existing concrete Deck at the depth specified by the Technical Manual. Pattern and rate as determined by Factory Mutual Document 1-28.
- B. BASE LAYER:

ESSEX COUNTY
GOVERNMENT CENTER
ROOF REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

1. Install Insulation by "Mechanical Attachment" over existing concrete Deck.

3.9 MEMBRANE PLACEMENT AND ATTACHMENT

- A. Beginning at the low point of the roof, place the membrane without stretching over the acceptable substrate and allow to relax a minimum of 30 minutes before attachment or splicing.
- B. After making sure the sheet is placed in its final position, fold it back evenly onto itself so as to expose the underside.
- C. Sweep the mating surface of the membrane with a stiff broom to remove excess dusting agent (if any) or other contaminants from the mating surface.
- D. Apply Bonding Adhesive at about the same time to both the exposed underside of the sheet and the substrate to which it will be adhered so as to allow approximately the same drying time. Apply Bonding Adhesive so to provide an even and uniform film thickness. Do not apply bonding adhesive to areas that will be subsequently spliced.
- E. Allow Bonding Adhesive to flash off until tacky. Touch the Bonding Adhesive surface with a clean, dry finger to be certain that the adhesive does not stick or string. As you are touching the adhesive, pushing straight down to check for stringing, also push forward on the adhesive at an angle to ensure that the adhesive is ready throughout its thickness. If either motion exposes wet or stringy adhesive when the finger is lifted, then it is not ready for mating.
- F. Starting at the fold, roll the previously coated portion of the sheet into the coated substrate slowly and evenly so as to minimize wrinkles.
- G. Compress the bonded half of the sheet to the substrate with a stiff push broom.
- H. Fold the unadhered half of the membrane sheet back onto itself, and repeat the bonding procedure to complete the bonding of the sheet.

3.10 MEMBRANE LAP SPLICING

- A. General:
 1. Position the sheet at the splice area by overlapping membrane 5 inches. Once the membrane is in place, mark the bottom sheet 1/2" to 3/4" from the edge of the top sheet every 4 to 6 feet. Tack the sheet back with adhesive at 5' centers and at factory splices or as necessary to hold back the membrane at the splicing area.
 2. Remove excess amounts of dusting agent on the sheet and at factory splices using a stiff push broom. Stir adhesive thoroughly before and during use. Dip the scrubber into the bucket of adhesive, keeping the scrubber flat. Apply the adhesive using long back and forth type strokes with pressure along the length of the splicing area until surfaces become a dark gray in color. Apply adhesive to both surfaces at the same time to allow the same flash off time. Change the scrub pad each 200 feet of 3-inch field splice, or when the pad will no longer hold the

ESSEX COUNTY
GOVERNMENT CENTER
ROOF REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

proper amount of adhesive. Additional scrubbing is required at areas that may have become contaminated or have excess amounts of dusting agent, and at all factory splices.

3. Position the Seam Splice Tape on the bottom sheet, aligning the edge of the release paper with the markings. Immediately roll the splice tape with a 3"-4" wide silicone or silicone sleeved steel hand roller or a short nap 3" paint roller.
4. When the Seam Splice Tape has been installed for the entire splice length allow the top sheet to rest on top of the tape's paper backing. Trim the top sheet as necessary to assure that 1/8"-1/2" of the Splice Tape will be exposed on the finished splice.
5. To remove the paper backing from the tape, first roll back the membrane sheet, then peel the paper backing off the Seam Splice Tape by pulling against the weight of the bottom sheet at approximately a 45-degree angle to the tape and parallel with the roof surface. Allow the top sheet to fall freely onto the exposed Seam Splice Tape. Broom the entire length of the splice as the release paper is being removed.
6. Roll the splice using a 1-1/2"-2" wide silicone or silicone sleeved steel hand roller, first across the splice, and then along the entire length of the splice.
7. Over the completed seam install a 6" Seam Flashing cover strip centered over the Lap Splice. Remove excess amounts of dusting agent on the sheet and at factory splices using a stiff push broom. Stir adhesive thoroughly before and during use. Dip the Scrubber into the bucket of adhesive, keeping the Scrubber flat. Apply the adhesive using long back and forth type strokes with pressure along the length of the splicing area until surfaces become a dark gray in color. Change the scrub pad each 100 feet of cover strip, or when the pad will no longer hold the proper amount of adhesive. Additional scrubbing is required at areas that may have become contaminated or have excess amounts of dusting agent, and at all factory splices.
8. Position the 6" Seam Flashing cover strip centered over the Lap Splice. Immediately roll the splice tape with a 3"-4" wide silicone or silicone sleeved steel hand roller or a short nap 3" paint roller.
9. To remove the paper backing from the flashing, peel the paper backing off the 5" Seam Flashing cover strip by pulling at approximately a 45-degree angle to the flashing and parallel with the roof surface. Broom the entire length of the cover strip as the release paper is being removed.
10. Roll the cover strip using a 1-1/2"-2" wide silicone or silicone sleeved steel hand roller, first across the cover strip, and then along the entire length of the cover strip.

3.11 MEMBRANE SECUREMENT

- A. Secure membrane at all locations where the membrane terminates or goes through an angle change greater than 2" in 12" except for round pipe penetrations less than 18" in diameter and square penetrations less than 4" square.
- B. Mechanically fasten Seam Reinforced Perimeter Fastening Strips per manufacturer recommendations.

ESSEX COUNTY
GOVERNMENT CENTER
ROOF REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

3.12 FLASHING - PENETRATIONS

- A. General:
 - 1. If project is a Tear-off or Reroof, remove all existing flashings (i.e. lead, asphalt, mastic, etc.).
 - 2. Flash all penetrations passing through the membrane.
 - 3. The flashing seal must be made directly to the penetration.
- B. Pipes, Round Supports, etc:
 - 1. Flash with Pre-Molded EPDM Pipe Flashings where practical.
 - 2. Flash using FormFlash when Pre-Molded EPDM Pipe Flashing is not practical.
- C. Structural Steel Tubing:
 - 1. Use a field fabricated pipe-flashing detail provided that the minimum corner radius is greater than 1/4" and the longest side of the tube does not exceed 12". When the tube exceeds 12" use a standard curb detail.
- D. Pipe Clusters and Unusual Shaped Penetrations:
 - 1. Fabricate penetration pockets to allow a minimum clearance of 1" between the penetration and all sides.
 - 2. Secure penetration pockets per manufacturer details
 - 3. Fill penetration pockets with Pourable Sealer, so as to shed water. Pourable Sealer shall be a minimum of 2" deep.
- E. Hot Pipes:
 - 1. Protect the rubber components from direct contact with steam or heat sources when the in-service temperature is in excess of 180° F. In all such cases flash to an intermediate insulated "cool" sleeve per manufacturer details.
- F. Flexible Penetrations:
 - 1. Provide a weathertight gooseneck set in Water Block Seal and secured to the deck.
 - 2. Flash in accordance with manufacturer details.

3.13 FLASHING - WALLS, PARAPETS, MECHANICAL EQUIPMENT CURBS, SKYLIGHTS, ETC.

- A. General:
 - 1. Using the longest pieces practical, flash all walls, parapets, curbs, etc., a minimum of 8" high per manufacturer details.
- B. Evaluate Substrate:
 - 1. Evaluate the substrate and overlay per manufacturer specifications as necessary.
- C. For Tear-off or Reroof projects:
 - 1. Remove loose or unsecured flashings.
 - 2. Remove mineral surfaced or coated flashings.
 - 3. Remove excessive asphalt to provide a smooth, sound surface for new flashings.

ESSEX COUNTY
GOVERNMENT CENTER
ROOF REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

- D. Complete the splice between flashing and the main roof sheet with Seam Splice Tape before adhering flashing to the vertical surface. Provide lap splices in accordance with manufacturer details.
- E. Apply Bonding Adhesive at about the same time to both the flashing and the surface to which it is being bonded so as to allow approximately the same flash off time. Apply Bonding Adhesive in a uniform coating.
- F. Allow Bonding Adhesive to flash off until tacky. Touch the Bonding Adhesive surface with a clean, dry finger to be certain that the adhesive does not stick or string. While touching the adhesive, pushing straight down to check for stringing, also push forward on the adhesive at an angle to ensure that the adhesive is ready throughout its thickness. If either motion exposes wet or stringy adhesive when the finger is lifted, then it is not ready for mating. Flash off time will vary depending on ambient air conditions.
- G. Roll the flashing into the adhesive evenly and carefully so as to minimize wrinkles.
- H. Ensure proper contact of flashing by brooming in place.
- I. Provide termination directly to the vertical substrate as shown on roof drawings.
- J. Install T-Joint covers at field and flashing splice intersections as required by manufacturer.
- K. Install Termination Bar and Counter flashing as required by manufacturer Specifications and details.
- L. Install intermediate flashing attachment as required by manufacturer Specifications and details.

3.14 FLASHING - ROOF EDGE METALS

- A. Apply adhesive to the metal edging and membrane as described in manufacturer Specifications.
- B. Place the roll of 6" Seam Flashing on the roof a few feet ahead of the application starting point, positioned so that it unrolls from the top of the roll. Remove approximately 2'-3' of release paper and apply to the metal flange and membrane. Lap adjacent rolls of Seam Flashing a minimum of one inch.
- C. With a 2"-3" wide silicone or silicone sleeved steel hand roller, roll the Seam Flashing ensure proper adhesion. Additional attention must be given to factory splice intersections and to any change in plane.
- D. Install a second layer of 9" Seam Flashing over the 6" Seam Flashing as described above.
- E. Apply 6" length of Seam Flashing, a Seam Joint Cover, or 6"x6" FormFlash to the inside edge of the Seam Flashing at all overlaps.

ESSEX COUNTY
GOVERNMENT CENTER
ROOF REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

- F. Apply 6" length of Seam Flashing, a Seam Joint Cover, or 6"x6" FormFlash at all intersections between the Seam Flashing and field fabricated splices.
- G. Where Seam Flashing will not completely cover the metal flange, an additional piece of Seam Flashing must be applied to the metal edge laps. Apply Seam Edge Treatment at the intersections of the flashing sections.
- H. If the roof edge includes a gravel stop and sealant is not applied between the laps in the metal edging, an additional piece of Seam Flashing shall be applied over the metal lap to the top of the gravel stop, after the initial application of Seam Flashing. SeamEdge Treatment shall be applied at the intersections of the two flashing sections.
- I. When the roof slope is greater than 1 in 12, apply Seam Edge Treatment along the back edge of the QuickSeam Flashing.

3.15 TEMPORARY CLOSURE

- A. Temporary closures, which ensure that moisture does not damage any completed section of the new roofing system are the responsibility of the applicator. Completion of flashings, terminations, and temporary closures shall be completed as required to provide a watertight condition.

3.16 ROOF WALKWAYS

- A. Install walkways at all access points to the roof and around all rooftop equipment that may require maintenance and as shown on roof drawings.
- B. Layout Walkway Pads so that the flat surface is over the completed membrane, spacing each pad a minimum of 1" and a maximum of 3" from each other to allow for drainage. Walkway pads may not be used within 10' of any roof edge or perimeter. These areas will require the installation of concrete pavers.
- C. If the installation of Walkway Pads over field fabricated splices or within 6" of a splice edge cannot be avoided, flash in the splice using Seam Flashing prior to installing the walkway pad. The Seam Flashing shall extend beyond the walkway pad a minimum of 6" on either side.
- D. Remove the release paper. Turn the walkpad over and place it in the adhesive.
- E. Walk on the pad to press in place assuring proper adhesion.

3.17 SHEET METAL WORK

- A. Install sheet metal as shown on roof drawings.
- B. Follow current industry guidelines (SMACNA) for installation or manufacturer requirements, whichever is more stringent.

ESSEX COUNTY
GOVERNMENT CENTER
ROOF REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

3.18 FIELD QUALITY CONTROL

- A. Field inspection and testing will be performed as required by the manufacturer
- B. Correct identified defects or irregularities.

3.19 CLEAN-UP

- A. Clean all contaminants from building and surrounding areas.
- B. Remove trash, debris, equipment from project site and surrounding areas.
- C. Repair or replace damaged building components or surrounding areas to the satisfaction of the building owner. Provide re-grading and hydroseed where required in areas lawn is disturbed.

END OF SECTION

ESSEX COUNTY
GOVERNMENT CENTER
ROOF REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

SECTION 076200

SHEET METAL FLASHING

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes flashings and counterflashings and fabricated sheet metal items, as indicated on drawings.
- B. Related Sections:
 - 1. Section 073110 – Asphalt Shingles.
 - 2. Section 075300 – Single Ply Membrane Roofing.
 - 3. Section 079000 - Joint Sealers.

1.2 REFERENCES

- A. American Architectural Manufacturers Association:
 - 1. AAMA 611 - Voluntary Specification for Anodized Architectural Aluminum.
 - 2. AAMA 2603 - Voluntary Specification, Performance Requirements and Test Procedures for Pigmented Organic Coatings on Aluminum Extrusions and Panels.
 - 3. AAMA 2604 - Voluntary specification, Performance Requirements and Test Procedures for High Performance Organic Coatings on Aluminum Extrusions and Panels.
 - 4. AAMA 2605 - Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels.
- B. ASTM International:
 - 1. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
 - 2. ASTM A666 - Standard Specification for Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar.
 - 3. ASTM A924/A924M - Standard Specification for General Requirements for Steel Sheet, Metallic-Coated by the Hot-Dip Process.
 - 4. ASTM B32 - Standard Specification for Solder Metal.
 - 5. ASTM B101 - Standard Specification for Lead-Coated Copper Sheet and Strip for Building Construction.
 - 6. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
 - 7. ASTM B370 - Standard Specification for Copper Sheet and Strip for Building Construction.
 - 8. ASTM B749 - Standard Specification for Lead and Lead Alloy Strip, Sheet, and Plate Products.

ESSEX COUNTY
GOVERNMENT CENTER
ROOF REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

9. ASTM D226 - Standard Specification for Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing.
 10. ASTM D4397 - Standard Specification for Polyethylene Sheeting for Construction, Industrial, and Agricultural Applications.
 11. ASTM D4586 - Standard Specification for Asphalt Roof Cement, Asbestos-Free.
- C. Federal Specification Unit:
1. FS TT-C-494 - Coating Compound, Bituminous, Solvent Type, Acid Resistant.
- D. Sheet Metal and Air Conditioning Contractors:
1. SMACNA - Architectural Sheet Metal Manual.

1.3 DESIGN REQUIREMENTS

- A. Sheet Metal Flashings: Conform to the following criteria of SMACNA "Architectural Sheet Metal Manual."
- B. Maintain one copy of each document on site.

1.4 SUBMITTALS

- A. Section 013300 - Submittal Procedures: Submittal procedures.
- B. Shop Drawings: Indicate material profile, jointing pattern, jointing details, fastening methods, flashings, terminations, and installation details.
- C. Product Data: Submit data on manufactured components metal types, finishes, and characteristics.

1.5 QUALIFICATIONS

- A. Fabricator and Installer: Company specializing in sheet metal work with minimum three years experience.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Section 016000 - Product Requirements: Product storage and handling requirements.
- B. Stack material to prevent twisting, bending, and abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.
- C. Prevent contact with materials causing discoloration or staining.

ESSEX COUNTY
GOVERNMENT CENTER
ROOF REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

PART 2 PRODUCTS

2.1 SHEET METAL FLASHING AND TRIM

- A. Aluminum Sheet: ASTM B209 alloy, alloy and temper as required for application and finish; 0.032 inch thick; mill finish.
- B. Edge Metal Fascia:
 - 1. Description: Provide prefabricated 0.040" Aluminum with (factory painted) fluoropolymer finish in manufacturer's standard colors.

2.2 ACCESSORIES

- A. Fasteners: Aluminum with soft neoprene washers.
- B. Underlayment: ASTM D226, organic roofing felt, Type II, No. 30.
- C. Protective Backing Paint: FS TT-C-494, Bituminous.
- D. Sealant: As specified in Section 079000.
- E. Plastic Cement: ASTM D4586, Type I.
- F. Reglets: Recessed type.
- G. Solder: ASTM B32; type suitable for application and material being soldered.

2.3 FABRICATION

- A. Form sections shape indicated on Drawings, accurate in size, square, and free from distortion or defects.
- B. Fabricate cleats of same material as sheet metal, interlocking with sheet.
- C. Form pieces in longest possible lengths.
- D. Hem exposed edges on underside 1/2 inch; miter and seam corners.
- E. Form material with standing seams, except where otherwise indicated. At moving joints, use sealed lapped, bayonet-type or interlocking hooked seams.
- F. Fabricate corners from one piece with minimum 18 inch long legs solder for rigidity, seal with sealant.
- G. Fabricate vertical faces with bottom edge formed outward 1/4 inch and hemmed to form drip.
- H. Fabricate flashings to allow toe to extend 2 inches over roofing. Return and brake edges.

ESSEX COUNTY
GOVERNMENT CENTER
ROOF REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

- I. Seal metal joints.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Section 013000 - Administrative Requirements: Coordination and project conditions.
- B. Verify roof openings, curbs, pipes, sleeves, ducts, and vents through roof are solidly set, reglets in place, and nailing strips located.
- C. Verify roofing termination and base flashings are in place, sealed, and secure.

3.2 PREPARATION

- A. Install starter and edge strips, and cleats before starting installation.
- B. Install surface mounted reglets to lines and levels indicated on Drawings. Seal top of reglets with sealant.
- C. Paint concealed metal surfaces with protective backing paint to minimum dry film thickness of 15 mil.

3.3 INSTALLATION

- A. Insert flashings into reglets to form tight fit. Secure in place with plastic wedges. Seal flashings into reglets with sealant.
- B. Secure flashings in place using concealed fasteners. Use exposed fasteners only where permitted.
- C. Apply plastic cement compound between metal flashings and felt flashings.
- D. Fit flashings tight in place. Make corners square, surfaces true and straight in planes, and lines accurate to profiles.
- E. Seal metal joints watertight.

3.4 FIELD QUALITY CONTROL

- A. Inspection will involve surveillance of Work during installation to ascertain compliance with specified requirements.

END OF SECTION

ESSEX COUNTY
GOVERNMENT CENTER
ROOF REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

SECTION 079000

JOINT SEALERS

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes sealants and joint backing, precompressed foam sealers, and accessories.

1.2 REFERENCES

- A. ASTM International:
1. ASTM C834 - Standard Specification for Latex Sealants.
 2. ASTM C919 - Standard Practice for Use of Sealants in Acoustical Applications.
 3. ASTM C920 - Standard Specification for Elastomeric Joint Sealants.
 4. ASTM C1193 - Standard Guide for Use of Joint Sealants.
 5. ASTM D1056 - Standard Specification for Flexible Cellular Materials-Sponge or Expanded Rubber.
 6. ASTM D1667 - Standard Specification for Flexible Cellular Materials-Vinyl Chloride Polymers and Copolymers (Closed-Cell Foam).
 7. ASTM D2628 - Standard Specification for Preformed Polychloroprene Elastomeric Joint Seals for Concrete Pavements.

1.3 SUBMITTALS

- A. Section 013300 - Submittal Procedures: Submittal procedures.
- B. Products Data: Submit data indicating sealant chemical characteristics, performance criteria, substrate preparation, limitations, and color availability.
- C. Manufacturer's Installation Instructions: Submit special procedures, surface preparation, and perimeter conditions requiring special attention.
- D. Warranty: Include coverage for installed sealants and accessories failing to achieve watertight seal, exhibit loss of adhesion or cohesion, and sealants which do not cure.

1.4 QUALITY ASSURANCE

- A. Maintain one copy of each referenced document covering installation requirements on site.

1.5 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years experience.

ESSEX COUNTY
GOVERNMENT CENTER
ROOF REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

- B. Applicator: Company specializing in performing Work of this section with minimum three years experience.

1.6 ENVIRONMENTAL REQUIREMENTS

- A. Section 016000 - Products Requirements.
- B. Maintain temperature and humidity recommended by sealant manufacturer during and after installation.

1.7 COORDINATION

- A. Section 013000 - Administrative Requirements: Coordination and project conditions.
- B. Coordinate Work with sections referencing this section.

PART 2 PRODUCTS

2.1 JOINT SEALERS

- A. Products Description:
 - 1. High Performance General Purpose Exterior (Nontraffic) Sealant Polyurethane; ASTM C920, Grade NS, Class 25, Uses M, G, and A; single-component.
 - a. Color: Standard colors matching finished surfaces.
 - b. Applications: Use for:
 - 1) Control, expansion, and soft joints in masonry.
 - 2) Joints between concrete and other materials.
 - 3) Joints between metal frames and other materials.
 - 4) Other exterior nontraffic joints for which no other sealant is indicated.

2.2 ACCESSORIES

- A. Primer: Non-staining type, recommended by sealant manufacturer to suit application.
- B. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.
- C. Joint Backing: Round foam rod compatible with sealant; ASTM D1056, sponge or expanded rubber; oversized 30 to 50 percent larger than joint width.
- D. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer to suit application.

ESSEX COUNTY
GOVERNMENT CENTER
ROOF REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

PART 3 EXECUTION

3.1 EXAMINATION

- A. Section 013000 - Administrative Requirements: Coordination and project conditions.
- B. Verify substrate surfaces and joint openings are ready to receive work.
- C. Verify joint backing and release tapes are compatible with sealant.

3.2 PREPARATION

- A. Remove loose materials and foreign matter impairing adhesion of sealant.
- B. Clean and prime joints.
- C. Perform preparation in accordance with ASTM C1193.
- D. Protect elements surrounding Work of this section from damage or disfiguration.

3.3 INSTALLATION

- A. Perform installation in accordance with ASTM C1193.
- B. Measure joint dimensions and size joint backers to achieve width-to-depth ratio, neck dimension, and surface bond area as recommended by manufacturer.
- C. Install bond breaker where joint backing is not used.
- D. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.
- E. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.
- F. Tool joints concave.
- G. Precompressed Foam Sealant: Do not stretch; avoid joints except at corners, ends, and intersections; install with face 1/8 to 1/4 inch below adjoining surface.
- H. Compression Gaskets: Avoid joints except at ends, corners, and intersections; seal joints with adhesive; install with face 1/8 to 1/4 inch below adjoining surface.

3.4 CLEANING

- A. Section 017000 - Execution Requirements: Final cleaning.
- B. Clean adjacent soiled surfaces.

ESSEX COUNTY
GOVERNMENT CENTER
ROOF REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

3.5 PROTECTION OF INSTALLED CONSTRUCTION

- A. Section 017000 - Execution Requirements: Protecting installed construction.
- B. Protect sealants until cured.

END OF SECTION

ESSEX COUNTY
GOVERNMENT CENTER
ROOF REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

SECTION 086200

PLASTIC UNIT SKYLIGHTS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 REFERENCE STANDARDS

- A. ASTM D 542: Standard Test Method for Index of Refraction of Transparent Organic Plastics
- B. ASTM D 632: Standard Specification for Sodium Chloride
- C. ASTM D 635: Standard Test Method for Rate of Burning and/or Extent and Time of Burning of Plastics in a Horizontal Position
- D. ASTM D 638: Standard Test Method for Tensile Properties of Plastics
- E. ASTM 695: Standard Test Method for Compressive Properties of Rigid Plastics
- F. ASTM 790: Standard Test Method for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials
- G. ASTM D 1003: Standard Test Method for Haze and Luminous Transmittance of Transparent Plastics
- H. ASTM D 1929: Standard Test Method for Determining Ignition Temperature of Plastics
- I. ASTM D 2843: Standard Test Method for Density of Smoke from the Burning or Decomposition of Plastics

1.3 SUMMARY

- A. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 6 Section "Rough Carpentry" for wood curbs and nailers.
- B. Refer to roofing system Sections for roofing accessories to be built into the roofing system to accommodate Work of this Section.

1.4 PERFORMANCE REQUIREMENTS

- A. General: Provide unit skylights capable of withstanding loads indicated without failure. Failure includes the following:

ESSEX COUNTY
GOVERNMENT CENTER
ROOF REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

1. Thermal stresses transferred to the building structure.
2. Framing members transferring stresses, including those caused by thermal and structural movement, to glazing.
3. Noise or vibration created by thermal and structural movement and wind.
4. Loosening or weakening of fasteners, attachments, and other components.
5. Sealant failure.

1.5 SUBMITTALS

- A. Product Data: For each type of skylight specified, including details of construction relative to materials, dimensions of individual components, profiles, finishes, and glazing light transmission and thermal characteristics.
- B. Shop Drawings: Show fabrication and installation of skylights, including plans, elevations, sections, details of components, and attachments to other units of Work.
- C. Samples for Selection: Manufacturer's color charts showing a full range of colors available for each type of skylight glazing, retainer, frame, and curb indicated.

1.6 DELIVERY, HANDLING, STORAGE

- A. Deliver products in manufacturer's original containers dry, undamaged, seals and labels intact.
- B. Store and protect products in accordance with manufacturer's recommendations.

1.7 QUALITY ASSURANCE

- A. Fire-Test-Response Characteristics: Provide plastic sheets identical to those tested for the following fire-test-response characteristics, per ASTM test method indicated below, by UL or other testing and inspecting agencies acceptable to authorities having jurisdiction. Identify plastic sheets with appropriate markings of applicable testing and inspecting organization.
 1. Self-Ignition Temperature: 750 deg F (343 deg C) or greater when tested per ASTM D 1929 on plastic sheets in the thickness intended for use.
 2. Smoke density of 15% or less when tested per ASTM D 2843 on plastic sheets in the thickness intended for use.
 3. Relative-Burning Characteristics: As follows, when tested per ASTM D 635:
 - a. Acrylic: Burning rate of 1.18 inch per minute or less when tested on plastic glazing with a nominal thickness of 0.118 inch or the thickness intended for use. Burning rate of 0.71 inch per minute or less when tested on plastic glazing with a nominal thickness of 0.235 inch.
- B. Thermal response characteristics: Provide plastic sheet identical to those tested for the following thermal performance test:
 1. Heat distortion temperature when tested per ASTM D 648 of at least 203 deg F.

ESSEX COUNTY
GOVERNMENT CENTER
ROOF REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

1.8 WARRANTY

- A. General: Warranties specified in this Section shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and shall be in addition to and run concurrent with other warranties made by the Contractor under requirements of the Contract Documents.
- B. Skylight Warranty: Provide written warranty signed by manufacturer, agreeing to repair or replace work that exhibits defects in materials or workmanship and guaranteeing weathertight and leak-free performance. "Defects" is defined as uncontrolled leakage of water and abnormal aging or deterioration.
 - 1. Warranty Period: 5 years from date of Substantial Completion.
- C. Plastic Warranty: Provide written warranty signed by manufacturer agreeing to repair or replace work that has or develops defects in the plastic. "Defects" is defined as abnormal aging or deterioration.
 - 1. Warranty Period for Acrylic: 5 years from date of Substantial Completion against yellowing.
- D. Finish Warranty: Provide written warranty signed by manufacturer agreeing to repair or replace work with finish defects. "Defects" is defined as peeling, chipping, abnormal aging or deterioration, and failure to perform as required.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by the following or approved substitute.
 - 1. VELUX America, Inc., or equal.
- B. Substitutions: Manufacturers shall not be considered without prior approval in writing no later than ten (10) calendar days prior to bid. Substitute manufacturers must have been in the custom skylight business for not less than a period of 15 years and must submit to the Architect the following:
 - 1. List of similar projects successfully completed within the last five years.
 - 2. Proof of financial capability.
 - 3. Compete details of proposed skylight.
 - 4. Complete specifications for Architect's review.

2.2 MATERIALS

- A. Extruded aluminum retaining angle. Extruded aluminum alloy 6063-T5 with minimum effective thickness of 0.055 inch. Mitered and welded corner assembly in mill finish.
- B. Extruded aluminum inner frame with integral condensation gutter. Extruded aluminum alloy 6063-T5 with minimum effective thickness of 0.055 inch unless noted. Mitered and welded corner assembly in mill finish.

ESSEX COUNTY
GOVERNMENT CENTER
ROOF REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

- C. Integral Curbs: Fabricate from double skin of aluminum, insulated with 1 inch (25 mm) of polyisocyanurate insulation R-6 / U factor .167). Provide thermal break at top and bottom.
 - 1. Provide 0.025 inch (0.6 mm) inner skin and 0.032 inch (0.8 mm) outer skin.
- D. Double-sided very high bond adhesive closed cell foam tape glazing seal.
- E. Plastic Sheets: Monolithic, formable, transparent (colorless or bronze tinted) or translucent (white) sheets with good weather and impact resistance. Glazing seal with back beaded dow silicone.
 - 1. Acrylic inner and outer dome
 - 2. 3/16" acrylic outer dome, 1/8" nominal acrylic inner dome.
 - 3. ASTM D-1003 light transmittance of 91% for clear acrylic
 - 4. ASTM D-542: reflective index of 1.49
 - 5. ASTM D-638: Tensile strength – rupture 10.8 M PSI / Elasticity 427 M PSI
 - 6. ASTM D-790: Flexural strength: -Rupture 14.9M PSI / Elasticity 427 M PSI
 - 7. ASTM D-695: Comparative strength – Yield 17.9M PSI / Elasticity 427 M PSI
 - 8. ASTM D-632: Shear strength: 8.9M PSI
 - 9. Thermo-formable. Type UVA (formulated with ultraviolet absorber)
- F. Fasteners: 8x1 stainless steel – hex washer head, provided by installer. Skylight assembly fasteners zinc electroplated.
- G. Thermal-break optional unless otherwise noted. ½" polyurethane thermal break.

2.3 PLASTIC SKYLIGHT UNITS

- A. General: Factory-assembled, curb-mounted unit consisting of plastic glazing, gasketing, inner frame that is incorporated into the curb, and integral curb with self-contained roof flashing flanges. The insulated curb height shall be 12" and contain 1" thick polyisocyanurate structural foam with fiberglass reinforced faces meeting factory mutual class-1 and Underwriter's laboratory class A approval. The roof mounting flange shall be 3 inches.
 - 1. Products: Provide Model CAP-1(dome).
- B. Condensation Control: Fabricate skylight units with integral internal gutters and nonclogging weeps to collect and dispose of condensation (optional unless noted).
- C. Thermal Break: Fabricate skylight units with thermal barrier separating interior metal framing from materials exposed to outside temperature.(optional unless noted)
- D. Size: See Drawings.
- E. Glazing:
 - 1. Thermoformed acrylic.
 - a. CAP-1 Profile: Double dome,

ESSEX COUNTY
GOVERNMENT CENTER
ROOF REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

- 1) Inner Glazing Color: Transparent acrylic.
- 2) Outer Glazing Color: Transparent acrylic.

2.4 FABRICATION

- A. Framing Components: As follows:
1. Factory fit and assemble components.
 2. Fabricate components that, when assembled, will have accurately fitted joints with ends coped or mitered to produce hairline joints free of burrs and distortion.
 3. Fabricate components to drain water passing joints and to drain condensation and moisture occurring or migrating within skylight system to the exterior.
 4. Fabricate components to accommodate expansion, contraction, and field adjustment, and to provide for minimum clearance and shimming at skylight perimeter.
 5. Fabricate components to ensure that glazing is thermally and physically isolated from framing members.
 6. Form shapes with sharp profiles, straight and free of defects or deformations, before finishing.
 7. Fit and secure joints by heliarc welding.

2.5 ALUMINUM FINISHES

- A. Mill Finish: Manufacturer's standard satin mill finish.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting skylight performance.
1. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Metal Protection: As follows:
1. Where aluminum will contact dissimilar metals, protect against galvanic action by painting contact surfaces with primer or by applying sealant or tape recommended by manufacturer for this purpose.
 2. Where aluminum will contact concrete or masonry, protect against corrosion by painting contact surfaces with bituminous paint.
 3. Where aluminum will contact pressure-treated wood, separate dissimilar materials by methods recommended by manufacturer.

ESSEX COUNTY
GOVERNMENT CENTER
ROOF REPLACEMENT (PHASE 1)
AES PROJECT NO. 4214

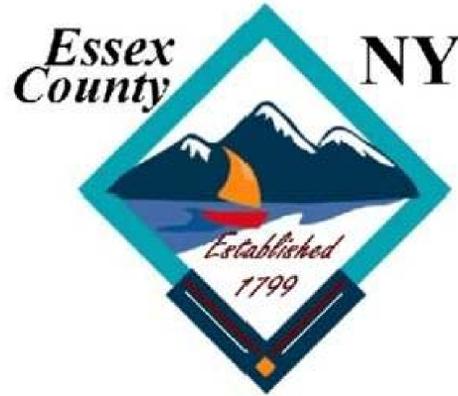
3.3 INSTALLATION

- A. General: Comply with manufacturer's written instructions for protecting, handling, and installing skylight components.
- B. Coordinate with installation of roof deck and other substrates to receive skylight units.
- C. Coordinate with installation of vapor barriers, roof insulation, roofing, and flashing as required to assure that each element of the work performs properly and that combined elements are waterproof and weathertight. Anchor units securely to supporting structural substrates, adequate to withstand lateral and thermal stresses as well as inward and outward loading pressures.

3.4 CLEANING AND PROTECTION

- A. Clean exposed metal and plastic surfaces according to manufacturer's instructions. Touch up damaged metal coatings.
- B. Clean and polish plastic skylight units, inside and out, not more than 5 days prior to date of substantial completion.

END OF SECTION



ESSEX COUNTY GOVERNMENT CENTER ROOF REPLACEMENT (PHASE 1)

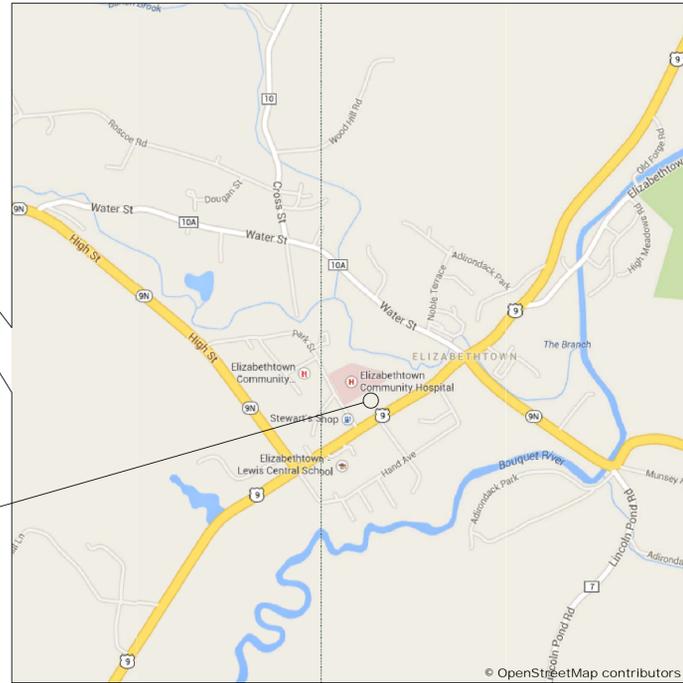
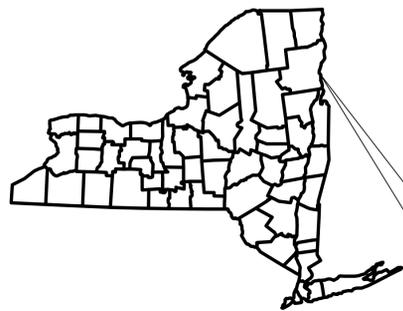
7551 COURT STREET
ELIZABETHTOWN, NEW YORK



Architecture, Engineering, and Land Surveying Northeast, PLLC
10-12 City Hall Place, Plattsburgh, NY 12901
Phone: (518) 561-1598 Fax: (518) 561-1990
© Copyright 2014 AES Northeast, PLLC, All Rights Reserved

Note: It is a violation of law for any person, unless they are acting under the direction of a licensed Professional Engineer, Architect, Landscape Architect, or Land Surveyor, to alter an item in any way. If an item bearing the stamp of a licensed professional is altered, the altering Engineer, Architect, Landscape Architect, or Land Surveyor shall stamp the document and include the notation "altered by" followed by their signature, the date of such alteration, and a specific description of the alteration.

ARCHITECT - ENGINEER - LAND SURVEYOR



PROJECT LOCATION

PROJECT LOCATION
NOT TO SCALE



North



PHASE 1

KEY PLAN
NOT TO SCALE

GENERAL NOTES:

1. THE CONTRACTOR IS RESPONSIBLE FOR MEANS, METHODS AND SEQUENCE OF CONSTRUCTION; AND ALL SAFETY AND SECURITY AT THE PROJECT SITE.
2. THE CONTRACTOR IS RESPONSIBLE FOR ALL LAYOUT WORK AT THE SITE & FIELD VERIFYING ALL DIMENSIONS & MEASUREMENTS. NOTIFY THE ARCHITECT/ENGINEER IF ANY DISCREPANCIES ARE DISCOVERED.
3. THE OWNER IS RESPONSIBLE FOR LAND SURVEYS, TOPOGRAPHIC SURVEYS, BOUNDARY AND PROPERTY SURVEYS. THE OWNER IS RESPONSIBLE FOR ZONING AND PLANNING BOARD APPROVALS AND PERMITS.
4. THE CONTRACTOR IS RESPONSIBLE FOR THE BUILDING PERMIT, ELECTRICAL INSPECTIONS AND ANY OTHER PERMITS/INSPECTIONS REQUIRED FOR THE PROJECT REQUIRED BY THE AUTHORITIES HAVING JURISDICTION.
5. THESE DRAWINGS ARE SUPPLEMENTED BY SEPARATE STANDARD SPECIFICATIONS IN THE PROJECT MANUAL WHICH ESTABLISH THE MINIMUM STANDARD OF MATERIALS AND WORKMANSHIP. IF THERE IS ANY CONFLICT BETWEEN THE DRAWING AND THE SPECIFICATIONS, THE MOST STRINGENT REQUIREMENT SHALL APPLY OR TAKE PRECEDENCE.
6. RELINQUISH ANY CONSTRUCTION MATERIALS, EQUIPMENT & FIXTURES REQUESTED BY OWNER.
7. DISCONNECT & PROPERLY TERMINATE ALL PLUMBING, HEATING & ELECTRICAL SYSTEMS IN STRUCTURE TO BE DEMOLISHED.
8. PROVIDE TEMPORARY SHORING OF ALL STRUCTURES PRIOR & DURING DEMOLITION, PROTECT REMAINING STRUCTURE FROM DAMAGE.
9. MAINTAIN STRUCTURE IN WEATHERTIGHT CONDITION AT ALL TIMES.
10. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATION OF ALL SUB-CONTRACTORS, SUPPLIERS & VENDORS; AS WELL AS DELIVERIES, OFF-LOADING & HANDLING OF ALL MATERIALS & EQUIPMENT.
11. "REMOVE" SHALL MEAN TO DEMOLISH, REMOVE AND PROPERLY DISPOSE OF DESIGNATED BUILDING COMPONENTS. (ALSO SEE 6 & 7 ABOVE)
12. THE OWNER IS RESPONSIBLE FOR THE DISCOVERY & DISCLOSURE OF HAZARDOUS CONSTRUCTION MATERIALS/FINISHES AT THE SITE. THE CONTRACTOR IS RESPONSIBLE FOR THE PROPER PROTECTION OR REMOVAL OF HAZARDOUS CONSTRUCTION MATERIALS/FINISHES DURING CONSTRUCTION, IN COMPLIANCE WITH ALL STATE & FEDERAL REGULATIONS. (i.e. ASBESTOS, LEAD PAINT/PIPING, PCB'S, ETC.)
13. THE COUNTY HAS TESTED FOR HAZARDOUS MATERIALS & ASBESTOS WAS FOUND IN SOME ROOF MATERIALS. TO THE BEST OF OUR KNOWLEDGE THERE IS NO ACM IN ROOF MATERIALS SCHEDULED FOR REPLACEMENT IN PHASE 1. CONTRACTOR SHALL VERIFY ACM PRESENT IN REPORT INCLUDE IN PROJECT MANUAL.

SCHEDULE OF DRAWINGS	
DRAWING NO.	DRAWING TITLE
G-001	COVER SHEET
A-101	ROOF PLAN
A-501	ROOF DETAILS
A-502	ROOF DETAILS

DRAWING SET ORGANIZATION

DRAWING NUMBERING SYSTEM
A = ALPHA CHARACTER N = NUMERIC CHARACTER

DISCIPLINE → A A N N → SEQUENTIAL DWG. NO. 00-99

BLDG. OR STRUCTURE DESIGNATION (SEE BELOW) → DRAWING TYPE (0-9)

NOTE: IF NO SECOND ALPHA CHARACTER, DRAWING IS GENERIC AND USED FOR OVERALL PLANS OR DISCIPLINE DETAILS.

DRAWING DISCIPLINE DESIGNATORS

G - GENERAL DRAWINGS	W - PROCESS DRAWINGS
V - SURVEY/MAPPING DRAWINGS	P - PLUMBING DRAWINGS
C - CIVIL DRAWINGS	M - MECHANICAL DRAWINGS
S - STRUCTURAL DRAWINGS	E - ELECTRICAL DRAWINGS
A - ARCHITECTURAL DRAWINGS	X - ABATEMENT DRAWINGS
	F - FIRE PROTECTION DRAWINGS

DRAWING TYPE DESIGNATOR
(3RD CHARACTER OF DWG. NO.)

0	GENERAL (SYMBOLS, LEGENDS, NOTES, ETC.) & DIAGRAMS
1	PLANS (HORIZONTAL VIEWS)
2	ELEVATIONS (VERTICAL VIEWS)
3	SECTIONS (SECTIONAL VIEWS)
4	LARGE SCALE PLANS, ELEVATIONS, & SECTIONS
5	DETAILS
6	SCHEDULES
7	USER DEFINED
8	USER DEFINED
9	USER DEFINED

PROJECT TITLE:
ESSEX COUNTY
GOVERNMENT CENTER
**ROOF
REPLACEMENT
(PHASE 1)**
7551 COURT STREET
ELIZABETHTOWN, NEW YORK

DRAWING TITLE:
COVER SHEET

REVISIONS

NO.	DESCRIPTION	DATE (MM/DD/YYYY)

DRAWN BY: P. DEYO CHECKED BY: DATE: 07/09/2014 PROJECT NO.: 4214

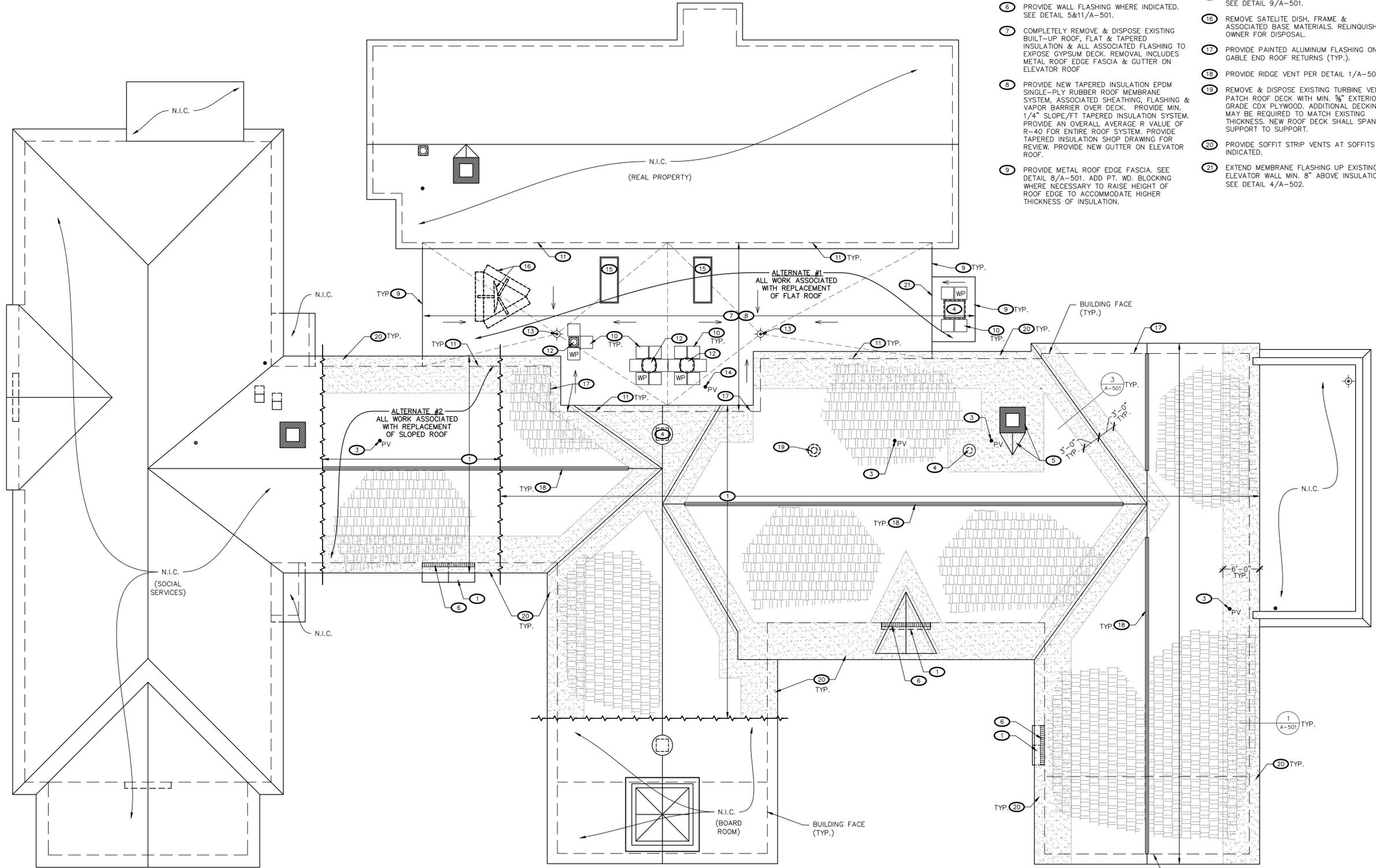
DRAWING NO.
G-001

GENERAL NOTES:

1. THERE ARE AREAS OF THE ROOF WHERE THE WOOD ROOF DECK IS ROTTED & POTENTIALLY UNSAFE. UPON DISCOVERY OF ROTTED ROOF DECK, NOTIFY THE COUNTY & ARCHITECT FOR INSPECTION. REPLACE ROTTED ROOF DECK ON A UNIT PRICE BASIS UPON APPROVAL. NEW ROOF DECK SHALL BE A MINIMUM OF 5/8" EXTERIOR GRADE CDX PLYWOOD & SHALL SPAN SUPPORT TO SUPPORT. ALTERNATIVE OR SUPPLEMENTAL DECKING MAY ALSO BE REQUIRED TO MATCH EXISTING THICKNESS.
2. CONTRACTOR SHALL PROVIDE TEMPORARY WEATHERTIGHT ROOF @ END OF EACH WORK DAY.
3. THE FOLLOWING ARE ALTERNATES:
 ALT. #1 - REMOVE & DISPOSE EXISTING ROOF & PROVIDE NEW ROOF ON FLAT ROOF BEHIND REAL PROPERTY (& ALL ASSOCIATED WORK SHOWN).
 ALT. #2 - REMOVE & DISPOSE EXISTING ROOF & PROVIDE ADDITIONAL 1,200 +/- S.F. OF NEW SLOPED ROOF (& ALL ASSOCIATED WORK SHOWN).
 ALT. #3 - UNIT PRICE FOR REPLACING 100 S.F. OF ROOF DECK.

DRAWING NOTES:

- 1 REMOVE & DISPOSE EXISTING ROOF SHINGLES, ROOFING FELT, VALLEY FLASHING, STEP FLASHING, SNOW SLIDES & DRIP EDGE. PROVIDE NEW SHINGLES, ROOFING FELT, ICE & WATERSHIELD, VALLEY FLASHING, STEP FLASHING, SNOW SLIDES & DRIP EDGE IN AREAS INDICATED.
- 2 PROVIDE ZINC STRIP @ NORTH FACING RIDGE.
- 3 REPLACE ALL PLUMBING VENT FLASHING & EXTEND ALL VENTS PER DETAIL. 2/A-501.
- 4 PROVIDE NEW FLASHING @ ALL EXHAUST FANS & VENTS. SEE DETAIL 4/A-501.
- 5 PROVIDE NEW STEP FLASHING & CRICKET @ CHIMNEY. SEE DETAIL 11/A-501.
- 6 PROVIDE WALL FLASHING WHERE INDICATED. SEE DETAIL 5&11/A-501.
- 7 COMPLETELY REMOVE & DISPOSE EXISTING BUILT-UP ROOF, FLAT & TAPERED INSULATION & ALL ASSOCIATED FLASHING TO EXPOSE GYPSUM DECK. REMOVAL INCLUDES METAL ROOF EDGE FASCIA & GUTTER ON ELEVATOR ROOF.
- 8 PROVIDE NEW TAPERED INSULATION EPDM SINGLE-PLY RUBBER ROOF MEMBRANE SYSTEM, ASSOCIATED SHEATHING, FLASHING & VAPOR BARRIER OVER DECK. PROVIDE MIN. 1/4" SLOPE/FT TAPERED INSULATION SYSTEM. PROVIDE AN OVERALL AVERAGE R VALUE OF R-40 FOR ENTIRE ROOF SYSTEM. PROVIDE TAPERED INSULATION SHOP DRAWING FOR REVIEW. PROVIDE NEW GUTTER ON ELEVATOR ROOF.
- 9 PROVIDE METAL ROOF EDGE FASCIA. SEE DETAIL 8/A-501. ADD PT. WD. BLOCKING WHERE NECESSARY TO RAISE HEIGHT OF ROOF EDGE TO ACCOMMODATE HIGHER THICKNESS OF INSULATION.
- 10 PROVIDE WALKWAY PADS AROUND EXISTING FANS/VENTS.
- 11 EXTEND MEMBRANE FLASHING UP EXISTING WALLS MIN. 8" ABOVE INSULATION. SEE DETAILS 12/A-501, 2&3/A-502.
- 12 PROVIDE NEW FLASHING @ ALL EXHAUST FANS & VENTS. SEE DETAIL 7/A-501. PROVIDE CRICKETS @ VENTS/FANS.
- 13 REPLACE ALL ROOF DRAINS. SEE DETAIL 6/A-501.
- 14 REPLACE ALL PLUMBING VENT FLASHING & EXTEND ALL VENTS PER DETAIL. 10/A-501.
- 15 PROVIDE NEW SKYLIGHT, CURB & FLASHING. SEE DETAIL 9/A-501.
- 16 REMOVE SATELLITE DISH, FRAME & ASSOCIATED BASE MATERIALS. RELINQUISH TO OWNER FOR DISPOSAL.
- 17 PROVIDE PAINTED ALUMINUM FLASHING ON GABLE END ROOF RETURNS (TYP.).
- 18 PROVIDE RIDGE VENT PER DETAIL 1/A-502.
- 19 REMOVE & DISPOSE EXISTING TURBINE VENT. PATCH ROOF DECK WITH MIN. 5/8" EXTERIOR GRADE CDX PLYWOOD. ADDITIONAL DECKING MAY BE REQUIRED TO MATCH EXISTING THICKNESS. NEW ROOF DECK SHALL SPAN SUPPORT TO SUPPORT.
- 20 PROVIDE SOFFIT STRIP VENTS AT SOFFITS INDICATED.
- 21 EXTEND MEMBRANE FLASHING UP EXISTING ELEVATOR WALL MIN. 8" ABOVE INSULATION. SEE DETAIL 4/A-502.



Architecture, Engineering, and Land Surveying Northeast, PLLC
 10-12 City Hall Place, Plattsburgh, NY 12901
 Phone: (518) 561-1598 Fax: (518) 561-1990
 © Copyright 2014 AES Northeast, PLLC, All Rights Reserved

Note: It is a violation of law for any person, unless they are acting under the direction of a licensed Professional Engineer, Architect, Landscape Architect, or Land Surveyor, to alter an item in any way. If an item bearing the stamp of a licensed professional is altered, the altering Engineer, Architect, Landscape Architect, or Land Surveyor shall stamp the document and include the notation "altered by" followed by their signature, the date of such alteration, and a specific description of the alteration.

ARCHITECT - ENGINEER - LAND SURVEYOR

LEGEND:

- ROOF DRAIN
- PLUMBING VENT
- EXHAUST FAN
- RELIEF VENT
- GOOSE NECK VENT
- WALKWAY PADS
- INDICATES DIRECTION OF SLOPE TO ROOF DRAIN (MIN. 1/4"/FT)
- ICE & WATERSHIELD MEMBRANE UNDERLAYMENT
- WALL/STEP FLASHING

PROJECT TITLE:
 ESSEX COUNTY
 GOVERNMENT CENTER
**ROOF
 REPLACEMENT
 (PHASE 1)**
 7551 COURT STREET
 ELIZABETHTOWN, NEW YORK

DRAWING TITLE:
ROOF PLAN

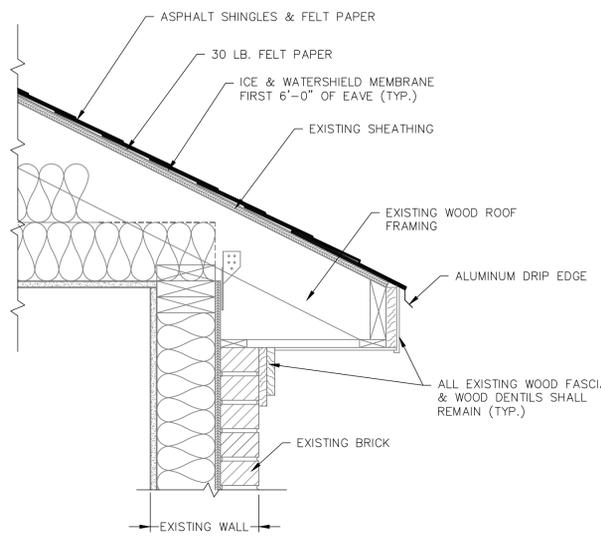
REVISIONS		
NO.	DESCRIPTION	DATE (MM/DD/YYYY)

DRAWN BY: P. DEYO
 CHECKED BY: DATE: 07/09/2014
 PROJECT NO.: 4214

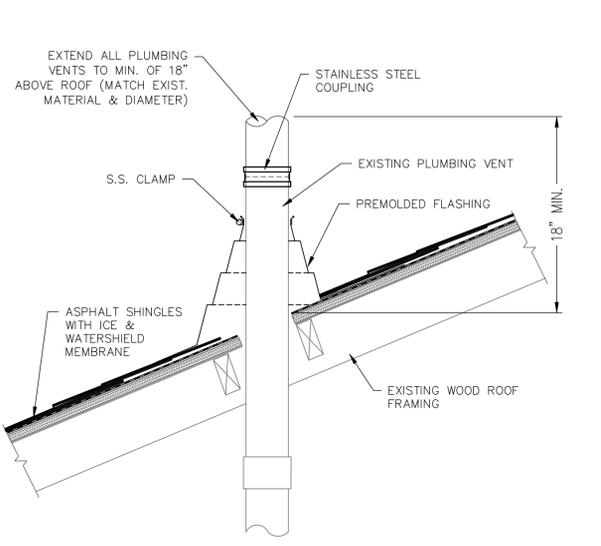
DRAWING NO. **A-101**

Plot Date: 07/09/2014 Plot Time: 8:44 AM File Path: P:\214214 Essex Co - Govt Center Roof Repl\T Drawings\2 Eng_Arch\Con Doc\214 A-101.dwg

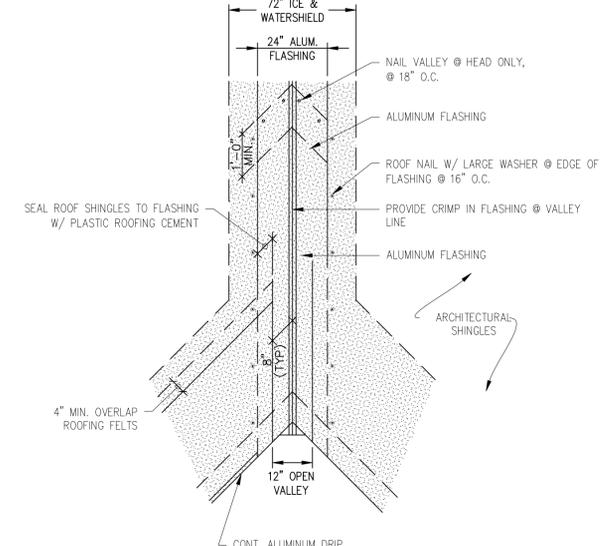
ROOF PLAN
 SCALE: 1/8" = 1'-0"
 PROJECT NORTH



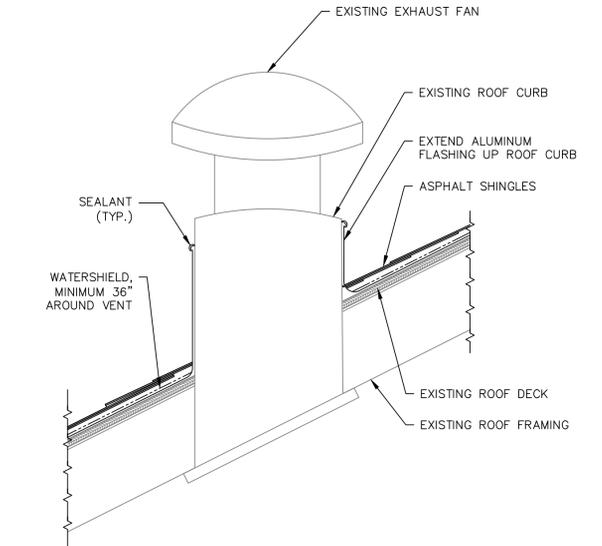
1 SECTION @ ROOF EDGE
SCALE: 1-1/2" = 1'-0"



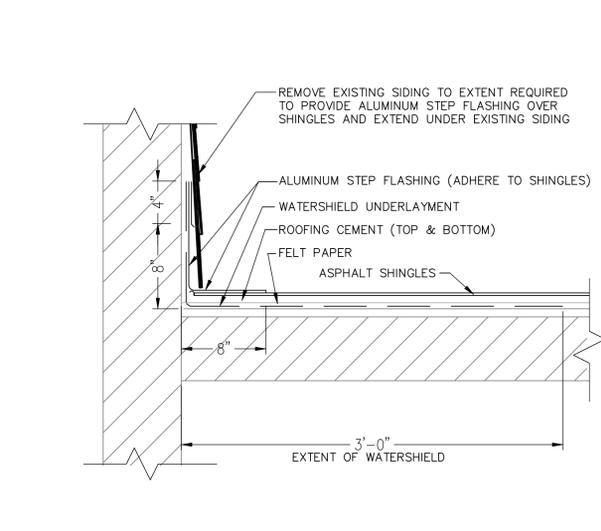
2 SECTION @ PLUMBING VENT
SCALE: 1-1/2" = 1'-0"



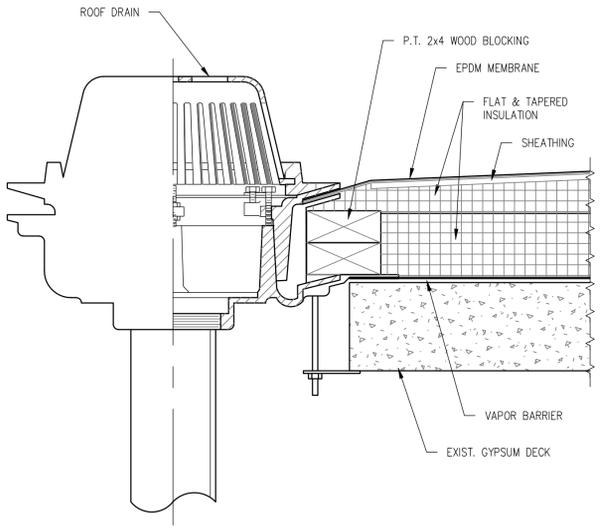
3 VALLEY FLASHING DETAIL
SCALE: N.T.S.



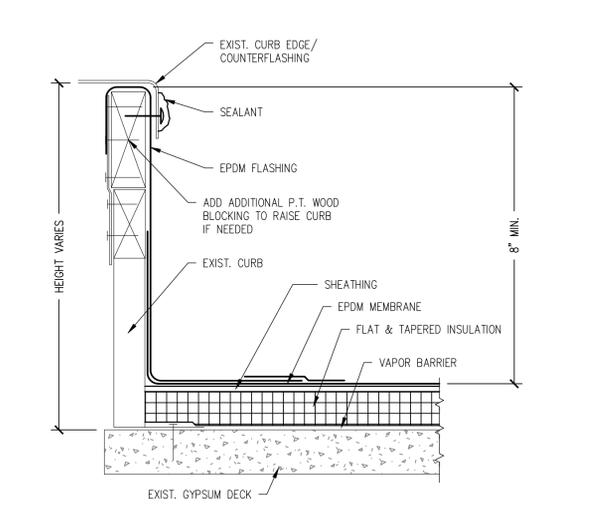
4 SECTION @ EXHAUST FAN
SCALE: 1-1/2" = 1'-0"



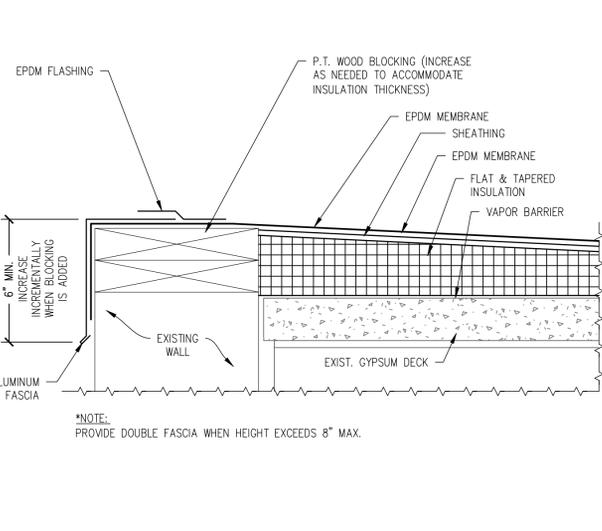
5 SECTION @ WALL/STEP FLASHING
SCALE: 1-1/2" = 1'-0"



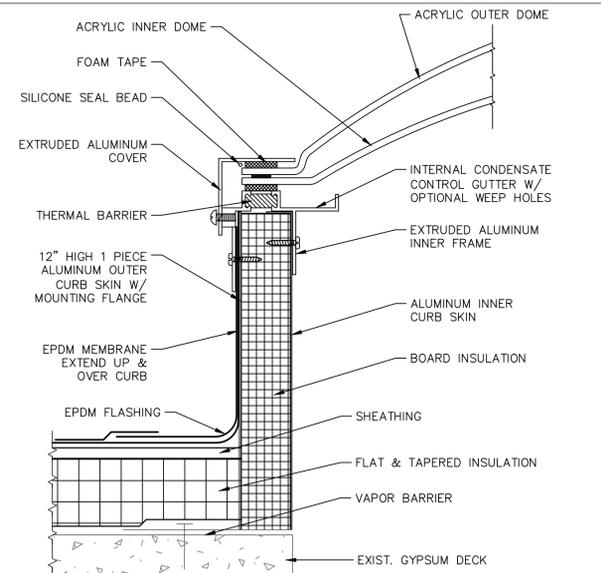
6 SECTION @ ROOF DRAIN
SCALE: 3" = 1'-0"



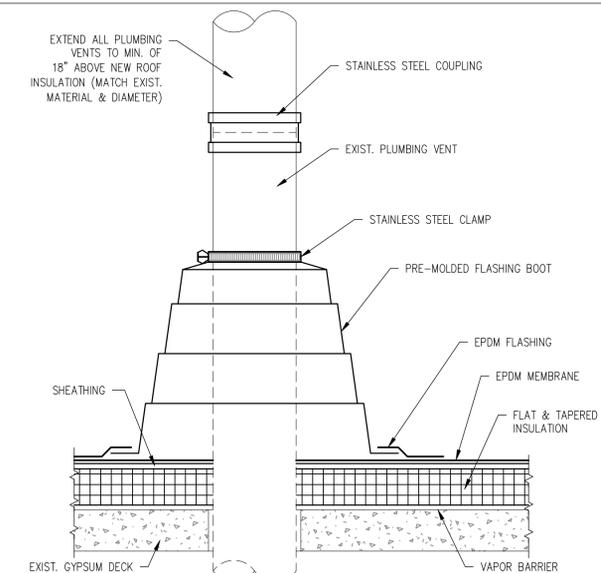
7 SECTION @ FAN CURB
SCALE: 3" = 1'-0"



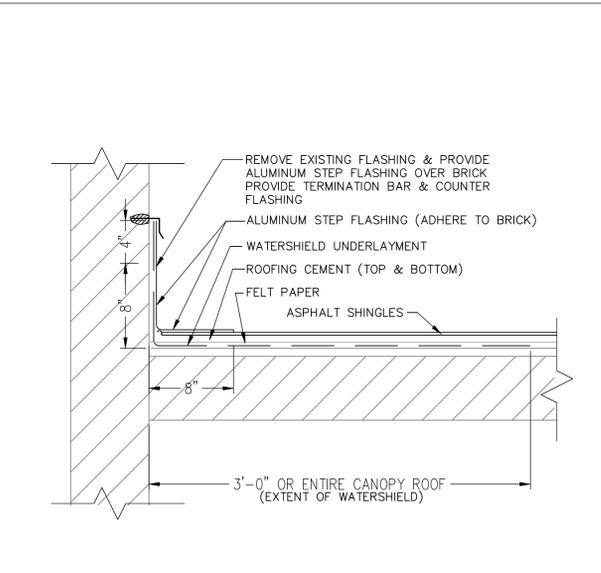
8 SECTION @ ROOF EDGE
SCALE: 3" = 1'-0"



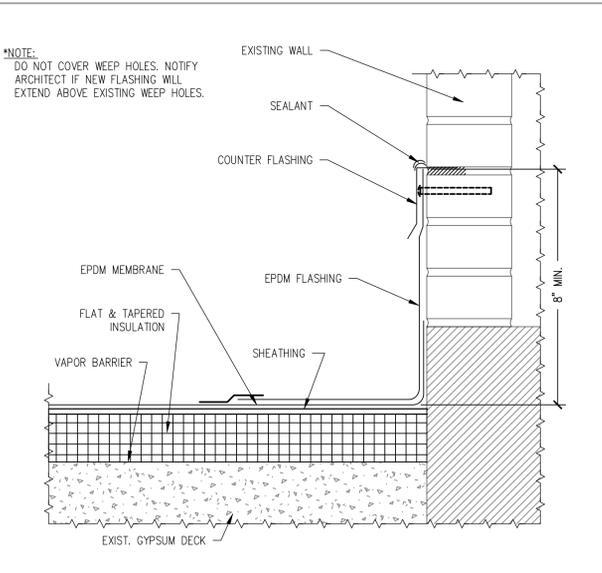
9 SECTION @ SKYLIGHT
SCALE: N.T.S.



10 SECTION @ PLUMBING VENT
SCALE: 3" = 1'-0"



11 SECTION @ WALL/STEP FLASHING @ BRICK
SCALE: 1-1/2" = 1'-0"



12 SECTION @ BASE FLASHING
SCALE: 3" = 1'-0"

Note: It is a violation of law for any person, unless they are acting under the direction of a licensed Professional Engineer, Architect, Landscape Architect, or Land Surveyor, to alter an item in any way. If an item bearing the stamp of a licensed professional is altered, the altering Engineer, Architect, Landscape Architect, or Land Surveyor shall stamp the document and include the notation "altered by" followed by their signature, the date of such alteration, and a specific description of the alteration.

ARCHITECT - ENGINEER - LAND SURVEYOR

PROJECT TITLE:
ESSEX COUNTY
GOVERNMENT CENTER
**ROOF
REPLACEMENT
(PHASE 1)**
7551 COURT STREET
ELIZABETHTOWN, NEW YORK

DRAWING TITLE:
ROOF DETAILS

REVISIONS	
NO.	DESCRIPTION DATE (MM/DD/YYYY)

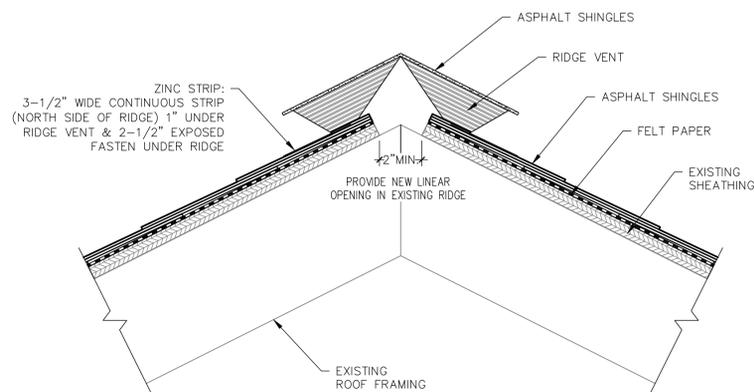
DRAWN BY: E. ALLISON
CHECKED BY: DATE: 07/09/2014
PROJECT NO.: 4214

DRAWING NO. **A-501**

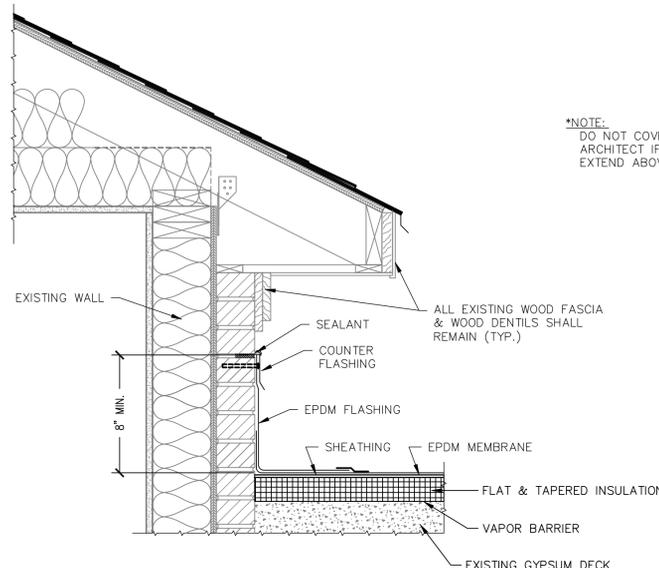
Plot Date: 07/09/2014 Plot Time: 8:44 AM File Path: P:\214214 Essex Co - Govt Center Roof Repl\T Drawings\2 Eng_Arch\Con Doc\214 A-500s.dwg

Note: It is a violation of law for any person, unless they are acting under the direction of a licensed Professional Engineer, Architect, Landscape Architect, or Land Surveyor, to alter an item in any way. If an item bearing the stamp of a licensed professional is altered, the altering Engineer, Architect, Landscape Architect, or Land Surveyor shall stamp the document and include the notation "altered by" followed by their signature, the date of such alteration, and a specific description of the alteration.

ARCHITECT - ENGINEER - LAND SURVEYOR

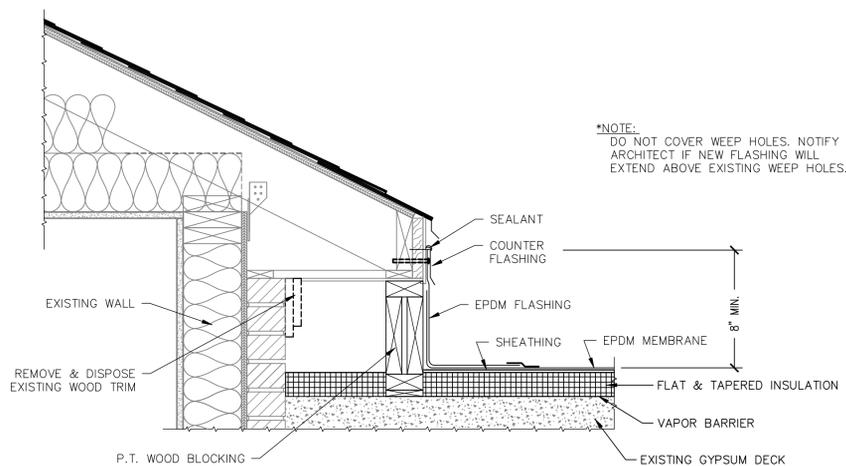


1 SECTION @ RIDGE VENT
 A-502 SCALE: 3" = 1'-0"



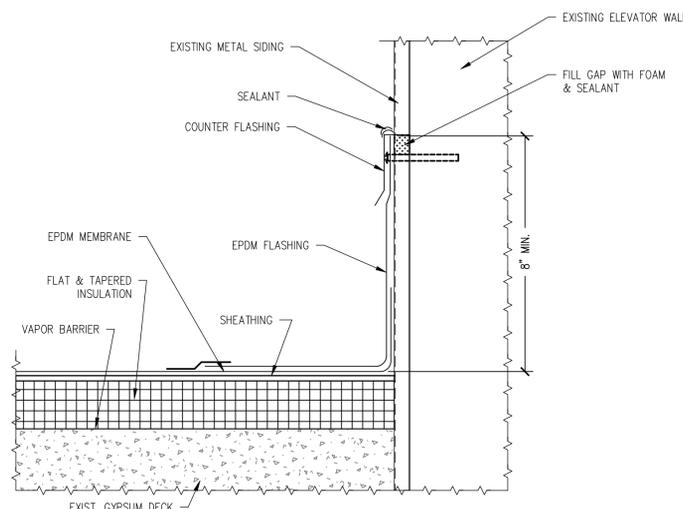
*NOTE:
 DO NOT COVER WEEP HOLES. NOTIFY ARCHITECT IF NEW FLASHING WILL EXTEND ABOVE EXISTING WEEP HOLES.

2 BASE FLASHING DETAIL
 A-502 SCALE: 1-1/2" = 1'-0"



*NOTE:
 DO NOT COVER WEEP HOLES. NOTIFY ARCHITECT IF NEW FLASHING WILL EXTEND ABOVE EXISTING WEEP HOLES.

3 BASE FLASHING DETAIL
 A-502 SCALE: 1-1/2" = 1'-0"



4 BASE FLASHING DETAIL
 A-502 SCALE: 3" = 1'-0"

PROJECT TITLE:
 ESSEX COUNTY
 GOVERNMENT CENTER
**ROOF
 REPLACEMENT
 (PHASE 1)**
 7551 COURT STREET
 ELIZABETHTOWN, NEW YORK

DRAWING TITLE:
ROOF DETAILS

REVISIONS		
NO.	DESCRIPTION	DATE (MM/DD/YYYY)

DRAWN BY: E. ALLISON CHECKED BY: DATE: 07/09/2014 PROJECT NO.: 4214

DRAWING NO.
A-502