

## **REVISED NOTICE**

### **NOTICE TO BIDDERS**

#### **Moriah Town Hall ADA Improvements Town of Moriah Essex County, New York**

NOTICE IS HEREBY GIVEN, that the Town of Moriah will accept sealed bids at the Town Hall until 10:00am on **March 26th, 2021** for the Town Hall ADA Improvements project.

The bids shall be opened on **March 26th, 2021** at 10:00am at the Office of the Town Courthouse, adjacent to the Moriah Town Hall. The bid opening will be available to be viewed via live stream. The pre-bid conference will be held on **March 9th, 2021** beginning at 10:00 am at the Office of the Town Courthouse.

This project is being financed with U.S. Department of Housing and Urban Development ("HUD") Community Development Block Grant ("CDBG") funds administered by the NYS Office of Community Renewal, project # 758PF150-19. See Instructions to Bidders for additional information.

It is the policy of CDBG to encourage the greatest possible participation of minorities, women-owned, and Section 3 business enterprises, and individuals in CDBG funded projects. The Contractor, by bidding on the contract acknowledges his/her understanding and support for this policy and pledges to fully cooperate with the Town of Moriah in meeting requirements as set forth in the Bidding and Contracting documents.

Please contact Fred Keil, Architect by E-mail: [fredkeilarchitect@gmail.com](mailto:fredkeilarchitect@gmail.com) for additional information concerning the bidding. Specifications and standard proposals for the proposed work may be obtained on the County's website at: <https://www.co.essex.ny.us/bidders/publicbids.aspx> and the NYS Contract Reporter.

All bids submitted in response to this notice shall be marked "SEALED BID – MORIAH TOWN HALL ADA IMPROVEMENTS" clearly on the outside of the envelope with the bidder's name and address.

All bids must be made on the official Bid Form or an exact copy by reproduction thereof and enclosed in a sealed envelope. No Bidder may withdraw his bid within sixty (60) calendar days after the actual date of the opening thereof. Each bid must be accompanied by a bid security in the amount of five percent (5%) of the base bid in accordance with the Instructions to Bidders.

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

Dated: February 12th, 2021

Hon. Thomas Scozzafava  
Town of Moriah Supervisor  
38 Park Place, Ste 1  
Port Henry, NY 12974  
(518) 546-8631  
[supervisor@townofmoriahny.gov](mailto:supervisor@townofmoriahny.gov)

# PROJECT MANUAL

**Moriah Town Hall Improvements**  
**38 Park Place**  
**Port Henry, NY 12974**

**February 2021**



**OWNER:**  
**TOWN OF MORIAH**  
**38 PARK PLACE**  
**PORT HENRY, NY 12974**

**ARCHITECT:**  
**FRED KEIL**  
**20 PINEBROOK DRIVE**  
**MORRISONVILLE, NY 12962**

**SIGNATURES:**

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**Owner**

**date**

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**Contractor**

**date**



SET NO:

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Non Collusive Bidding Certification

NYS Sexual Harassment Certification

W-9 Request for Taxpayer Identification Number and Certification form

Contractors Bid Solicitation Plan

Exhibit 4-1 Funding Agency Contract Provisions

Exhibit 4-2 Section 3 Rider

Payment Bond sample form

Performance Bond sample form

AIA General Conditions of the Contract for Construction of a Small Project (incorporated by reference)

Administrative forms required by the contract:

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Affirmation of Income Payments to MBE/WBE and/or SDVOB (to be submitted with each monthly requisition.

AIA Document G701 Change Order Form

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## SECTION 00200

### INFORMATION AND INSTRUCTIONS TO BIDDERS

#### INFORMATION TO BIDDERS

1.1 This project is funded by a grant from the NYS Homes and Community Renewal (NYSHCR) administered by the Housing Trust Fund Corporation.

1.2 The Instructions to Bidders include the following documents:

1.2.1 Contractor Form: The Town of Moriah encourages all Contractors bidding on this project to utilize M/WBE and/or SDVOB Sub-contractors, when possible. To document good faith efforts, each bidder shall submit a "Contractor Form" as included in the bid package.

1.2.2 Non-Collusive Bidding Certification must be signed and submitted by all bidders.

1.2.3 Agreement between Owner and Contractor (American Institute of Architects Standard Form of Agreement for a Small Commercial Project AIA 105) is incorporated by reference.

**1.2.4 Historic Significance Acknowledgement:** "This property has been determined to possess historic and (e.g., architectural, artistic) significance and is listed in the National Register of Historic Places. **The contractor shall recognize that all aspects of the property may potentially contribute to this significance and the contractor shall not judge the relative significance of any features nor the impact of any or all proposed work. This responsibility shall rest solely with the architect.** Consequently, no deviations from the contract documents shall be performed and no features or materials shall be altered, removed, reused, or taken from the premises, without the written approval of the architect as being consistent with the requirements of the contract documents. All work shall be consistent with The Secretary of the Interior's Standards for the Treatment of Historic Properties."

1.3 The instructions in this document amend or supplement the Advertisement and other provision of the Bidding and Contract documents.

#### 2.1 WORK IDENTIFIED IN THE CONTRACT DOCUMENTS

This is a brief identification of the scope of the work shall include the following items:

- A. Project Sign
- B. Complete and limited demolition to include removal of a wooden ramp, railings at existing stairs, removal of one window and masonry below the windowsill and enlarge two interior openings.
- C. Provide a vestibule within the existing portico.
- D. Provide new ramps with railings.
- E. Provide new concrete stairs and railings.
- F. Provide new sidewalks, curb cut and grade adjustments.

- G. Provide two enlarged openings and door modifications.
- H. Provide a complete handicapped washroom in an addition.
- I. Provide a landing and exterior stair at the rear entrance.
- J. Provide all necessary drains, water supply and plumbing fixtures for the new washroom.
- K. Provide all electric wiring, outlets, switches, exhaust fan, interior and exterior light fixtures.
- L. Provide wiring, outlets, switching and exit signs, emergency lights, light fixtures, electric heaters, and supply power to the new HVAC units as indicated on the plans

Please refer to the drawings and project manual for a complete description.

## BID DOCUMENTS AND CONTRACT DOCUMENTS

### 3.1 DEFINITIONS

- A. Bid Documents: Contract Documents supplemented with Invitation to Bid, Instructions to Bidders, Bid Form Supplements, NYS Sexual Harassment Certification, Vendors Qualification Statement, Iran Divestment Certificate, Anti Lobbying Certificate, Non Collusive Bidding Certificate, W-9, and any issued addenda.
- B. Contract Documents: Defined in AIA A 105 including issued Addenda.
- C. Bid, Offer, or Bidding: Act of submitting an offer under seal. You must use the bid forms in the project manual. You may not submit a proposal on your stationary or your proposal form: this would be an ineligible bid and will not be accepted.
- D. Bid Amount: Monetary sum identified by the Bidder in the Bid Form.

### 3.2 CONTRACT DOCUMENTS IDENTIFICATION

- A. The Contract Documents are identified by: Moriah Town Hall Improvements, Port Henry, NY

### 3.3 EXAMINATION

- A. Bid Documents may be viewed by appointment at various locations identified in the invitation to bid. Bid documents may be available at trade reporting agencies, such as , Dodge Reports, etc.
- B. Upon receipt of Bid Documents verify that documents are complete. Notify the Architect should the documents be incomplete.
- C. Immediately notify Fred Keil, Architect, in writing by e mail, upon finding discrepancies or omissions in the Bid Documents.

### 3.4 INQUIRIES/ADDENDA

- A. Direct questions to Fred Keil, Architect, by **e-mail**: fredkeilarchitect@gmail.com
- B. Addenda may be issued during the bidding period. All Addenda become part of the Contract Documents. Include any resulting costs or savings in the Bid Amount.
- C. **Verbal answers are not binding on any party.**

- D. Clarifications requested by bidders must be in writing not less than 10 days before bid due date. The reply will be in the form of an Addendum, a copy of which will be forwarded to known holders of plans and project manuals.

### 3.5 PRODUCT/ASSEMBLY/SYSTEM SUBSTITUTIONS

- A. The submission shall provide sufficient information to determine acceptability of such products.
- B. Provide complete information on required revisions to other work to accommodate each proposed substitution.
- C. Provide products as specified unless substitutions are submitted to, reviewed, and approved by the architect 10 days prior to the bid opening.

## SITE ASSESSMENT

### 4.1 SITE EXAMINATION

- A. Examine the project site and existing building before submitting a bid.

### 4.2 PREBID CONFERENCE

- A. A bidder's conference has been scheduled at the project site. Please refer to the invitation to bid.

## BID SUBMISSION

### 5.1 BID Bond

- A. The 5% Bid Bond is required. The bid bond must be issued by a surety permitted to do business in NY or in the form of a certified check made out to the Town of Moriah. Note the performance bonding requirements in the event your bid exceeds \$25,000.

### 5.2 SUBMISSION PROCEDURE

- A. Bidders shall be solely responsible for the delivery of their bids in the manner and time prescribed during owner's normal business hours.
- B. Submit two copies of the executed offer on the Bid Forms provided, signed and sealed with the required security in a closed opaque envelope, clearly identified with bidder's name, project identification on the outside.
- C. An abstract summary of submitted bids will be made available to all bidders within 10 days following bid opening.

### 5.3 BID INELIGIBILITY

- A. Bids that are unsigned, incomplete, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, and/or submitted on your letterhead or your proposal form will be declared unacceptable.

- B. Bid Forms, Appendices, and enclosures which are improperly prepared may, at the discretion of owner, be declared unacceptable. For the purpose of submitting a bid you may copy the bid forms, but you may not scan, recompile or alter the bid forms. A copy of the bid package may be available for inspection at the pre-bid meeting.
- C. Failure to provide security deposit, bonding or insurance requirements may result in a rejection of the bid.
- D. Note: Prior to the award of a contract to the lowest responsible bidder. A review and acceptance of the bid summary and all M/WBE documentation by NYS HCR/NYMS is required prior to execution of a contract.
- E. No bid will be considered unless accompanied by a certified copy of your Authority to do Business in New York State. The authority can be obtained by contacting: New York State, Department of State, Divisions of Corporations, 162 Washington Avenue, Albany, NY 12231 or by calling 518-473-2492.

## BID ENCLOSURES/REQUIREMENTS

### 6.1 SECURITY DEPOSIT

- A. Bids shall be accompanied by a security deposit.
- C. Include the cost of bid security in the Bid Amount.
- D. After a bid has been accepted and the contract signed all bid securities will be returned to the unsuccessful bidders.
- E. If no contract is awarded, all security deposits will be returned.

### 6.2 PERFORMANCE ASSURANCE

See special requirements listed in the invitation to bid and special conditions. A performance and payment bond is required if the bid exceeds \$25,000.

### 6.3 INSURANCE

- 6.4 Provide adequate insurance to satisfy the Owners and NYS HCR/NYMS regulations and other requirements listed elsewhere.

### 6.5 BID FORM REQUIREMENTS

Complete all requested information in the Bid Form and Appendices.

### 6.6 SALES AND USE TAXES

Taxes: The Project is tax exempt. The Certificate will be available to the successful bidder.

### 6.7 BID FORM SIGNATURE

- A. The Bid Form shall be signed by the bidder, in accordance with instructions.

### 6.8 ADDITIONAL BID INFORMATION

- A. Submit the following Supplements concurrent with bid submission:
  - 1. Supplement A - Subcontractors: Include the names of all Subcontractors and the portions of the Work they will perform.

## OFFER ACCEPTANCE/REJECTION

### 7.1 DURATION OF OFFER

- A. Bids shall remain open to acceptance and shall be irrevocable for a period of sixty (60) days after the bid closing date.

### 7.2 ACCEPTANCE OF OFFER

- A. The owner reserves the right to accept or reject any or all offers.

END OF INSTRUCTIONS TO BIDDERS

**Bid Forms****Moriah Town Hall Improvements, Port Henry, NY 12974****Owner:**

Town of Moriah  
38 Park Place  
Port Henry, NY 12974

**Bidder:** \_\_\_\_\_  
(please print or type)

**Date:** \_\_\_\_\_

In connection with the work items at

The Moriah Town Hall located at 38 Park Place, Port Henry, NY 12974

The undersigned hereby certifies that:

- 1) He/she has examined and fully understands the provisions of the Instructions to Bidders, the General Conditions of the Contract, the Specifications, Drawings and Addenda as prepared by Fred Keil & Associates, Architects;
- 2) He/she has personally inspected the actual locations of the work and is satisfied to all quantities, site and grading limitations and conditions applicable to the work, and further understands the in signing this proposal he/she waives all rights to plead any misunderstanding regarding same;
- 3) The undersigned hereby will agree to: furnish all labor, materials, tools, equipment, tests, supplies, transportation, services to, shop drawings and perform all labor and superintendence necessary or proper for, or incidental to, the work, and to complete all of the work as required by and in strict accordance with the provisions of the Instructions to Bidders, the General Conditions of the Contract, the specifications, drawings, addenda and directions as prepared by Fred Keil Associates, Architects.
- 4) He/she understands that this project will be funded through certain grants with specific accounting requirements. To satisfy those requirements, the bid must be itemized on the Schedule of Values in the Bid Form.
- 5) He/she will enter into an agreement with the owner and to do and perform this work for the Construction for the following lump sum base bids:

Note that the individual numeric values must agree with the summary of values near the end of the bid document.

**Bidder:** \_\_\_\_\_

**Provide the general construction including ramps, relate site work including sidewalks, replacement of stairs, vestibule, a handicapped accessible washroom, modification of two interior doors and openings and related electrical and plumbing work  
For the lump sum of**

\_\_\_\_\_ Dollars (fill in words)

\_\_\_\_\_ Dollars (fill in numbers)

- 6) By submission of this bid the, each bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that this bid has been arrived independently, without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or competitor.
- 7) The bidder agrees, if this proposal is accepted, to sign a contract and deliver it along with insurance requirements and bonding if required within 10 working days after receipt of the notice of acceptance to the owner.
- 8) The bidder agrees to commence work under this contract within 14 days after the date stipulated in the contract and fully complete all work by August **31, 2021**.
- 9) We, the undersigned confirm the receipt of the following addenda prior to the submittal of the bid. We have included the work called for in the addenda in our proposed price.

Addendum No.1 \_\_\_\_\_ date \_\_\_\_\_

Addendum No.2 \_\_\_\_\_ date \_\_\_\_\_

Addendum No.3 \_\_\_\_\_ date \_\_\_\_\_

- 10) Contract Award: The contract award will be made as individual contracts, AIA Form A105 for a small project. Multiple contracts may be awarded to specialty contractors if the bid results are advantageous to the owner.
- 11) The prices stated in this proposal shall be held for a period of 60 days from the date of the bid opening.
- 12) The undersigned agrees to perform all work as ordered and complete all work within stipulated time frame.
- 13) The Owner reserves the right to reject any and all bids and to waive any informality in the bidding.



**Bidder:** \_\_\_\_\_

- 14) The AIA General Conditions of the Contract are incorporated into this document by reference.
- 15) Funding for this project is provided by Housing Trust Fund Corporation administered by New York State Office of Homes & Community Renewal (OCR). The Town of Moriah, NY is required to comply with Article 15-A and 17-B of the New York State Executive Law. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for certified minority and women-owned business enterprises ("MWBE") and Service-Disabled Veteran-Owned Businesses ("SDVOBs"). The demonstration of "good faith efforts" pursuant to 5 NYCRR 142.8 shall be part of these requirements.

The Housing Trust Fund Corporation has established there must be good faith effort to utilize for Minority-Owned Business Enterprises ("MBE") and for Women-Owned Enterprises ("WBE") participation, based on the current availability of qualified MBEs and WBEs. The contractor, by bidding on the contract acknowledges his/her understanding and support for this policy and pledges to fully cooperate with the Town of Moriah in meeting New York State Requirements as set forth in the Bidding and Contracting documents.

(continued)

The following forms completed and Notarized must be attached to your bid:

Required attachments:

1. Schedule of Values
2. Contractor Form, demonstrates "good faith effort" related to M/WBE and SDVOB
3. Certified Business Certificate
4. List of at least 3 references for work completed within the past five years in NY
5. New York State Vendors Responsibility Questionnaire
6. Iran Divestment Certificate
7. Non-Collusive Bidding Certificate
8. Equal Opportunity, MWBE and SDVOB Requirements
9. Sexual Harassment Policy and Training Certificate
10. W9- Taxpayer Identification

Signature	Address	
Title	Date	
License Number (if applicable)	Telephone Number	
	Fax Number	
Seal (If bidder is a corporation)		
Signature, Bidder Duly Authorized Agent	Print Name	Date

(continued)

Bidder: \_\_\_\_\_

**Schedule of Values**  
**Bid Form General Construction**

Item	Construction	\$	
A	Project sign		
B	Demolition		
C	Vestibule construction		
D	Ramps and Railings including foundations & site work		
E	New concrete stairs and railings		
F	New sidewalks, curb cuts and grade adjustment		
G	Two enlarged openings and door modifications		
H	Complete handicapped washroom in an addition		
I	Landing and exterior stairs at the rear entrance		
J	All electric wiring and light fixtures		
K	All related plumbing and plumbing fixtures		
	Total Estimate		

(continued)

**Bidder:** \_\_\_\_\_

## List of References

Project	Owner/Contact	Telephone #
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Address	Dollar Value of Work
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Project	Owner/Contact	Telephone #
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Address	Dollar Value of Work
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Project	Owner/Contact	Telephone #
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Address	Dollar Value of Work
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Project	Owner/Contact	Telephone #
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Address	Dollar Value of Work
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Project	Owner/Contact	Telephone #
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Address	Dollar Value of Work
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Add your attachments below.

**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT BUSINESS ENTITY**

You have selected the For-Profit Non-Construction questionnaire which may be printed and completed in this format or, for your convenience, may be completed online using the New York State VendRep System.

**COMPLETION & CERTIFICATION**

The person(s) completing the questionnaire must be knowledgeable about the vendor's business and operations. An owner or officer must certify the questionnaire and the signature must be notarized.

**NEW YORK STATE VENDOR IDENTIFICATION NUMBER (VENDOR ID)**

The Vendor ID is a ten-digit identifier issued by New York State when the vendor is registered on the Statewide Vendor File. This number must now be included on the questionnaire. If the business entity has not obtained a Vendor ID, contact the IT Service Desk at [ITServiceDesk@osc.state.ny.us](mailto:ITServiceDesk@osc.state.ny.us) or call 866-370-4672.

**DEFINITIONS**

All underlined terms are defined in the "New York State Vendor Responsibility Definitions List," found at [www.osc.state.ny.us/vendrep/documents/questionnaire/definitions.pdf](http://www.osc.state.ny.us/vendrep/documents/questionnaire/definitions.pdf). These terms may not have their ordinary, common or traditional meanings. Each vendor is strongly encouraged to read the respective definitions for any and all underlined terms. By submitting this questionnaire, the vendor agrees to be bound by the terms as defined in the "New York State Vendor Responsibility Definitions List" existing at the time of certification.

**RESPONSES**

Every question must be answered. Each response must provide all relevant information which can be obtained within the limits of the law. However, information regarding a determination or finding made in error which was subsequently corrected is not required. Individuals and Sole Proprietors may use a Social Security Number but are encouraged to obtain and use a federal Employer Identification Number (EIN).

**REPORTING ENTITY**

Each vendor must indicate if the questionnaire is filed on behalf of the entire Legal Business Entity or an Organizational Unit within or operating under the authority of the Legal Business Entity and having the same EIN. Generally, the Organizational Unit option may be appropriate for a vendor that meets the definition of "Reporting Entity" but due to the size and complexity of the Legal Business Entity, is best able to provide the required information for the Organizational Unit, while providing more limited information for other parts of the Legal Business Entity and Associated Entities.

**ASSOCIATED ENTITY**

An Associated Entity is one that owns or controls the Reporting Entity or any entity owned or controlled by the Reporting Entity. However, the term Associated Entity does not include "sibling organizations" (i.e., entities owned or controlled by a parent company that owns or controls the Reporting Entity), unless such sibling entity has a direct relationship with or impact on the Reporting Entity.

**STRUCTURE OF THE QUESTIONNAIRE**

The questionnaire is organized into eleven sections. Section I is to be completed for the Legal Business Entity. Section II requires the vendor to specify the Reporting Entity for the questionnaire. Section III refers to the individuals of the Reporting Entity, while Sections IV-VIII require information about the Reporting Entity. Section IX pertains to any Associated Entities, with one question about their Officials/Owners. Section X relates to disclosure under the Freedom of Information Law (FOIL). Section XI requires an authorized contact for the questionnaire information.

**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT BUSINESS ENTITY**

<b>I. LEGAL BUSINESS ENTITY INFORMATION</b>			
<u>Legal Business Entity Name</u> *		<u>EIN</u>	
Address of the <u>Principal Place of Business</u> (street, city, state, zip code)		<u>New York State Vendor Identification Number</u>	
		Telephone ext.	Fax
Email		Website	
Additional <u>Legal Business Entity</u> Identities: If applicable, list any other <u>DBA</u> , <u>Trade Name</u> , <u>Former Name</u> , Other Identity, or <u>EIN</u> used in the last five (5) years and the status (active or inactive).			
Type	Name	EIN	Status
1.0 <u>Legal Business Entity</u> Type – Check appropriate box and provide additional information:			
<input type="checkbox"/> <u>Corporation</u> (including <u>PC</u> )		Date of Incorporation	
<input type="checkbox"/> <u>Limited Liability Company (LLC or PLLC)</u>		Date of Organization	
<input type="checkbox"/> <u>Partnership</u> (including <u>LLP</u> , <u>LP</u> or <u>General</u> )		Date of Registration or Establishment	
<input type="checkbox"/> <u>Sole Proprietor</u>		How many years in business?	
<input type="checkbox"/> Other		Date Established	
If Other, explain:			
1.1 Was the <u>Legal Business Entity</u> formed or incorporated in New York State?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If 'No,' indicate jurisdiction where <u>Legal Business Entity</u> was formed or incorporated and attach a <u>Certificate of Good Standing</u> from the applicable jurisdiction or provide an explanation if a <u>Certificate of Good Standing</u> is not available.			
<input type="checkbox"/> United States    State    _____			
<input type="checkbox"/> Other            Country    _____			
Explain, if not available:			
1.2 Is the <u>Legal Business Entity</u> publicly traded?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide <u>CIK Code</u> or Ticker Symbol			
1.3 Does the <u>Legal Business Entity</u> have a <u>DUNS</u> Number?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," Enter <u>DUNS</u> Number			

\*All underlined terms are defined in the "New York State Vendor Responsibility Definitions List," which can be found at [www.osc.state.ny.us/vendrep/documents/questionnaire/definitions.pdf](http://www.osc.state.ny.us/vendrep/documents/questionnaire/definitions.pdf).

**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT BUSINESS ENTITY**

**I. LEGAL BUSINESS ENTITY INFORMATION**

- 1.4 If the Legal Business Entity's Principal Place of Business is not in New York State, does the Legal Business Entity maintain an office in New York State?  
(Select "N/A," if Principal Place of Business is in New York State.)
- ☐ Yes   ☐ No  
☐ N/A

If "Yes," provide the address and telephone number for one office located in New York State.

- 1.5 Is the Legal Business Entity a New York State certified Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), New York State Small Business (SB) or a federally certified Disadvantaged Business Enterprise (DBE)?  
If "Yes," check all that apply:
- ☐ Yes   ☐ No
- ☐ New York State certified Minority-Owned Business Enterprise (MBE)  
☐ New York State certified Women-Owned Business Enterprise (WBE)  
☐ New York State Small Business (SB)  
☐ Federally certified Disadvantaged Business Enterprise (DBE)

- 1.6 Identify Officials and Principal Owners, if applicable. For each person, include name, title and percentage of ownership. Attach additional pages if necessary. If applicable, reference to relevant SEC filing(s) containing the required information is optional.

Name	Title	Percentage Ownership (Enter 0% if not applicable)

**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT BUSINESS ENTITY**

**II. REPORTING ENTITY INFORMATION**2.0 The Reporting Entity for this questionnaire is:

Note: Select only one.

☐ Legal Business Entity

*Note: If selecting this option, "Reporting Entity" refers to the entire Legal Business Entity for the remainder of the questionnaire. (SKIP THE REMAINDER OF SECTION II AND PROCEED WITH SECTION III.)*

☐ Organizational Unit within and operating under the authority of the Legal Business Entity

SEE DEFINITIONS OF "REPORTING ENTITY" AND "ORGANIZATIONAL UNIT" FOR ADDITIONAL INFORMATION ON CRITERIA TO QUALIFY FOR THIS SELECTION.

*Note: If selecting this option, "Reporting Entity" refers to the Organizational Unit within the Legal Business Entity for the remainder of the questionnaire. (COMPLETE THE REMAINDER OF SECTION II AND ALL REMAINING SECTIONS OF THIS QUESTIONNAIRE.)*

**IDENTIFYING INFORMATION**a) Reporting Entity NameAddress of the Primary Place of Business (street, city, state, zip code)

Telephone

ext.

b) Describe the relationship of the Reporting Entity to the Legal Business Entityc) Attach an organizational chartd) Does the Reporting Entity have a DUNS Number?☐ Yes ☐ NoIf "Yes," enter DUNS Number

e) Identify the designated manager(s) responsible for the business of the Reporting Entity.  
For each person, include name and title. Attach additional pages if necessary.

Name

Title



**NEW YORK STATE  
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FOR-PROFIT BUSINESS ENTITY**

**INSTRUCTIONS FOR SECTIONS III THROUGH VII**

For each "Yes," provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s). For each "Other," provide an explanation which provides the basis for not definitively responding "Yes" or "No." Provide the explanation at the end of the section or attach additional sheets with numbered responses, including the Reporting Entity name at the top of any attached pages.

**III. LEADERSHIP INTEGRITY**

*Within the past five (5) years, has any current or former reporting entity official or any individual currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the reporting entity with any government entity been:*

- |  |   |
|--|---|
| 3.0 <u>Sanctioned</u> relative to any business or professional permit and/or license?  | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other |
| 3.1 <u>Suspended, debarred, or disqualified</u> from any government contracting process?   | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other |
| 3.2 The subject of an <u>investigation</u> , whether open or closed, by any <u>government entity</u> for a civil or criminal violation for any business-related conduct?   | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other |
| 3.3 Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a <u>judgment</u> for:<br>a) Any business-related activity; or<br>b) Any crime, whether or not business-related, the underlying conduct of which was related to truthfulness? | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other |

For each "Yes" or "Other" explain:

**IV. INTEGRITY – CONTRACT BIDDING**

*Within the past five (5) years, has the reporting entity:*

- |   |  |
|---|--|
| 4.0 Been <u>suspended</u> or <u>debarred</u> from any <u>government contracting process</u> or been <u>disqualified</u> on any government procurement, permit, license, concession, franchise or lease, including, but not limited to, <u>debarment</u> for a violation of New York State Workers' Compensation or Prevailing Wage laws or New York State Procurement Lobbying Law? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 4.1 Been subject to a denial or revocation of a government prequalification?  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 4.2 Been denied a contract award or had a bid rejected based upon a <u>non-responsibility finding</u> by a <u>government entity</u> ?   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 4.3 Had a low bid rejected on a <u>government contract</u> for failure to <u>make good faith efforts</u> on any <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> or <u>Disadvantaged Business Enterprise</u> goal or <u>statutory affirmative action requirements</u> on a previously held contract?  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 4.4 Agreed to a voluntary exclusion from bidding/contracting with a <u>government entity</u> ?  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 4.5 Initiated a request to withdraw a bid submitted to a <u>government entity</u> in lieu of responding to an information request or subsequent to a formal request to appear before the <u>government entity</u> ?   | <input type="checkbox"/> Yes <input type="checkbox"/> No |

For each "Yes," explain:

**NEW YORK STATE  
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**V. INTEGRITY – CONTRACT AWARD***Within the past five (5) years, has the reporting entity:*

5.0 Been <u>suspended</u> , cancelled or <u>terminated for cause</u> on any <u>government contract</u> including, but not limited to, a <u>non-responsibility finding</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.1 Been subject to an <u>administrative proceeding</u> or civil action seeking specific performance or restitution in connection with any <u>government contract</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.2 Entered into a formal monitoring agreement as a condition of a contract award from a <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No

For each "Yes," explain:

**VI. CERTIFICATIONS/LICENSES***Within the past five (5) years, has the reporting entity:*

6.0 Had a revocation, <u>suspension</u> or <u>disbarment</u> of any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.1 Had a denial, decertification, revocation or forfeiture of New York State certification of <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> or federal certification of <u>Disadvantaged Business Enterprise</u> status for other than a change of ownership?	<input type="checkbox"/> Yes <input type="checkbox"/> No

For each "Yes," explain:

**VII. LEGAL PROCEEDINGS***Within the past five (5) years, has the reporting entity:*

7.0 Been the subject of an <u>investigation</u> , whether open or closed, by any <u>government entity</u> for a civil or criminal violation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.1 Been the subject of an indictment, grant of immunity, <u>judgment</u> or conviction (including entering into a plea bargain) for conduct constituting a crime?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.2 Received any OSHA citation and Notification of Penalty containing a violation classified as <u>serious or willful</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.3 Had a <u>government entity</u> find a willful prevailing wage or supplemental payment violation or any other willful violation of New York State Labor Law?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.4 Entered into a consent order with the New York State Department of Environmental Conservation, or received an enforcement determination by any <u>government entity</u> involving a violation of federal, state or local environmental laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.5 Other than previously disclosed: a) Been subject to fines or penalties imposed by <u>government entities</u> which in the aggregate total \$25,000 or more; or b) Been convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No

For each "Yes," explain:

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**VIII. FINANCIAL AND ORGANIZATIONAL CAPACITY**

**8.0** Within the past five (5) years, has the Reporting Entity received any formal unsatisfactory performance assessment(s) from any government entity on any contract?

☐ Yes ☐ No

If "Yes," provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

**8.1** Within the past five (5) years, has the Reporting Entity had any liquidated damages assessed over \$25,000?

☐ Yes ☐ No

If "Yes," provide an explanation of the issue(s), relevant dates, contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

**8.2** Within the past five (5) years, have any liens or judgments (not including UCC filings) over \$25,000 been filed against the Reporting Entity which remain undischarged?

☐ Yes ☐ No

If "Yes," provide an explanation of the issue(s), relevant dates, the Lien holder or Claimant's name(s), the amount of the lien(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

**8.3** In the last seven (7) years, has the Reporting Entity initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?

☐ Yes ☐ No

If "Yes," provide the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with numbered responses.

**8.4** During the past three (3) years, has the Reporting Entity failed to file or pay any tax returns required by federal, state or local tax laws?

☐ Yes ☐ No

If "Yes," provide the taxing jurisdiction, the type of tax, the liability year(s), the tax liability amount the Reporting Entity failed to file/pay and the current status of the tax liability. Provide answer below or attach additional sheets with numbered responses.

**8.5** During the past three (3) years, has the Reporting Entity failed to file or pay any New York State unemployment insurance returns?

☐ Yes ☐ No

If "Yes," provide the years the Reporting Entity failed to file/pay the insurance, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

**8.6** During the past three (3) years, has the Reporting Entity had any government audit(s) completed?

☐ Yes ☐ No

a) If "Yes," did any audit of the Reporting Entity identify any reported significant deficiencies in internal control, fraud, illegal acts, significant violations of provisions of contract or grant agreements, significant abuse or any material disallowance?

☐ Yes ☐ No

If "Yes" to 8.6 a), provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

**NEW YORK STATE  
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**IX. ASSOCIATED ENTITIES**

*This section pertains to any entity(ies) that either controls or is controlled by the reporting entity.  
(See definition of "associated entity" for additional information to complete this section.)*

9.0 Does the Reporting Entity have any Associated Entities?

☐ Yes ☐ No

Note: All questions in this section must be answered if the Reporting Entity is either:

- An Organizational Unit; or
- The entire Legal Business Entity which controls, or is controlled by, any other entity(ies).

If "No," SKIP THE REMAINDER OF SECTION IX AND PROCEED WITH SECTION X.

9.1 Within the past five (5) years, has any Associated Entity Official or Principal Owner been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for:

a) Any business-related activity; or

b) Any crime, whether or not business-related, the underlying conduct of which was related to truthfulness?

☐ Yes ☐ No

If "Yes," provide an explanation of the issue(s), the individual involved, his/her title and role in the Associated Entity, his/her relationship to the Reporting Entity, relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).

9.2 Does any Associated Entity have any currently undischarged federal, New York State, New York City or New York local government liens or judgments (not including UCC filings) over \$50,000?

☐ Yes ☐ No

If "Yes," provide an explanation of the issue(s), identify the Associated Entity's name(s), EIN(s), primary business activity, relationship to the Reporting Entity, relevant dates, the Lien holder or Claimant's name(s), the amount of the lien(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

9.3 Within the past five (5) years, has any Associated Entity:

a) Been disqualified, suspended or debarred from any federal, New York State, New York City or other New York local government contracting process?

☐ Yes ☐ No

b) Been denied a contract award or had a bid rejected based upon a non-responsibility finding by any federal, New York State, New York City, or New York local government entity?

☐ Yes ☐ No

c) Been suspended, cancelled or terminated for cause (including for non-responsibility) on any federal, New York State, New York City or New York local government contract?

☐ Yes ☐ No

d) Been the subject of an investigation, whether open or closed, by any federal, New York State, New York City, or New York local government entity for a civil or criminal violation with a penalty in excess of \$500,000?

☐ Yes ☐ No

e) Been the subject of an indictment, grant of immunity, judgment, or conviction (including entering into a plea bargain) for conduct constituting a crime?

☐ Yes ☐ No

f) Been convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any federal, New York State, New York City, or New York local government entity?

☐ Yes ☐ No

g) Initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?

☐ Yes ☐ No

For each "Yes," provide an explanation of the issue(s), identify the Associated Entity's name(s), EIN(s), primary business activity, relationship to the Reporting Entity, relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

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**X. FREEDOM OF INFORMATION LAW (FOIL)**

10. Indicate whether any information supplied herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL).

☐ Yes ☐ No

Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL.

If "Yes," indicate the question number(s) and explain the basis for the claim.

**XI. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE**

Name	Telephone ext.	Fax
Title	Email	

**NEW YORK STATE  
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FOR-PROFIT BUSINESS ENTITY**

**Certification**

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State government entities (including the Office of the State Comptroller (OSC)) in making responsibility determinations regarding award or approval of a contract or subcontract and that such government entities will rely on information disclosed in the questionnaire in making responsibility determinations; (2) acknowledges that the New York State government entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (3) acknowledges that intentional submission of false or misleading information may result in criminal penalties under State and/or Federal Law, as well as a finding of non-responsibility, contract suspension or contract termination.

**The undersigned certifies that he/she:**

- is knowledgeable about the submitting Business Entity's business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the questionnaire in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his/her knowledge, information and belief, confirms that the Business Entity's responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State government entities will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under an obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the New York State government entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of Owner/Official \_\_\_\_\_

Printed Name of Signatory \_\_\_\_\_

Title \_\_\_\_\_

Name of Business \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

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

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

**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): \_\_\_\_\_



# Sexual Harassment Policy for All Employers in New York State



## Combating Sexual Harassment

### Introduction

Fred Keil & Associates (FK&A) is committed to maintaining a workplace free from sexual harassment. Sexual harassment is a form of workplace discrimination. All employees are required to work in a manner that prevents sexual harassment in the workplace. This Policy is one component of FK&A commitment to a discrimination-free work environment. Sexual harassment is against the law<sup>1</sup> and all employees have a legal right to a workplace free from sexual harassment and employees are urged to report sexual harassment by filing a complaint internally with FK&A. Employees can also file a complaint with a government agency or in court under federal, state or local antidiscrimination laws.

### Policy:

1. FK&A policy applies to all employees, applicants for employment, interns, whether paid or unpaid, contractors and persons conducting business, regardless of immigration status, with FK&A. In the remainder of this document, the term "employees" refers to this collective group.
2. Sexual harassment will not be tolerated. Any employee or individual covered by this policy who engages in sexual harassment or retaliation will be subject to remedial and/or disciplinary action (e.g., counseling, suspension, termination).
3. Retaliation Prohibition: No person covered by this Policy shall be subject to adverse action because the employee reports an incident of sexual harassment, provides information, or otherwise assists in any investigation of a sexual harassment complaint. FK&A will not tolerate such retaliation against anyone who, in good faith, reports or provides information about suspected sexual harassment. Any employee or individual who retaliates against anyone involved in a sexual harassment investigation will be subjected to disciplinary action, up to and including termination. All employees, paid or unpaid interns, or non-employees<sup>2</sup> working in the workplace who believe they have been subject to such retaliation should inform a supervisor, manager, or Fred Keil. All employees, paid or unpaid interns or non-employees who believe they have been a target of such retaliation may also seek relief in other available forums, as explained below in the section on Legal Protections.
4. Sexual harassment is offensive, is a violation of our policies, is unlawful, and may subject to liability for harm to targets of sexual harassment. Harassers may also be individually subject to liability. Employees of every level FK&A who engage in sexual harassment, including

<sup>1</sup> While this policy specifically addresses sexual harassment, harassment because of and discrimination against persons of all protected classes is prohibited. In New York State, such classes include age, race, creed, color, national origin, sexual orientation, military status, sex, disability, marital status, domestic violence victim status, gender identity or expression, familial status, predisposing genetic characteristics, and criminal history.

<sup>2</sup> A non-employee is someone who is (or is employed by) a contractor, subcontractor, vendor, consultant, or anyone providing services in the workplace. Protected non-employees include persons commonly referred to as independent contractors, "gig" workers and temporary workers. Also included are persons providing equipment repair, cleaning services or any other services provided pursuant to a contract with the employer.

managers and supervisors who engage in sexual harassment or who allow such behavior to continue, will be penalized for such misconduct.

FK&A

5. will conduct a prompt and thorough investigation that ensures due process for all parties, whenever management receives a complaint about sexual harassment, or otherwise knows of possible sexual harassment occurring. FK&A will keep the investigation confidential to the extent possible. Effective corrective action will be taken whenever sexual harassment is found to have occurred. All employees, including managers and supervisors, are required to cooperate with any internal investigation of sexual harassment.
6. All employees are encouraged to report any harassment or behaviors that violate this policy. FK&A will provide all employees a complaint form for employees to report harassment and file complaints.
7. Managers and supervisors are **required** to report any complaint that they receive, or any harassment that they observe or become aware of, to Fred Keil.
8. This policy applies to all employees, paid or unpaid interns, and non-employees, such as contractors, subcontractors, vendors, consultants or anyone providing services in the workplace, and all must follow and uphold this policy. This policy must be provided to all employees and should be posted prominently in all work locations to the extent practicable (for example, in a main office, not an offsite work location) and be provided to employees upon hiring.

### **What Is “Sexual Harassment”?**

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

Sexual harassment is unlawful when it subjects an individual to inferior terms, conditions, or privileges of employment. Harassment need not be severe or pervasive to be unlawful, and can be any harassing conduct that consists of more than petty slights or trivial inconveniences. Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual's sex when:

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

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

advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, which interfere with the recipient's job performance.

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

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

### **Examples of sexual harassment**

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

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

### **Who can be a target of sexual harassment?**

Sexual harassment can occur between any individuals, regardless of their sex or gender. New York Law protects employees, paid or unpaid interns, and non-employees, including independent contractors, and those employed by companies contracting to provide services in the workplace.

Harassers can be a superior, a subordinate, a coworker or anyone in the workplace including an independent contractor, contract worker, vendor, client, customer or visitor.

### **Where can sexual harassment occur?**

Unlawful sexual harassment is not limited to the physical workplace itself. It can occur while employees are traveling for business or at employer sponsored events or parties. Calls, texts, emails, and social media usage by employees can constitute unlawful workplace harassment, even if they occur away from the workplace premises, on personal devices or during non-work hours.

### **Retaliation**

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

Such retaliation is unlawful under federal, state, and (where applicable) local law. The New York State Human Rights Law protects any individual who has engaged in "protected activity." Protected activity occurs when a person has:

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

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

### **Reporting Sexual Harassment**

**Preventing sexual harassment is everyone's responsibility.** Fred Keil & Associates cannot prevent or remedy sexual harassment unless it knows about it. Any employee, paid or unpaid intern or non-employee who has been subjected to behavior that may constitute sexual harassment is

encouraged to report such behavior to a supervisor, manager or Fred Keil. Anyone who witnesses or becomes aware of potential instances of sexual harassment should report such behavior to a supervisor, manager or Fred Keil.

Reports of sexual harassment may be made verbally or in writing. A form for submission of a written complaint is attached to this Policy, and all employees are encouraged to use this complaint form. Employees who are reporting sexual harassment on behalf of other employees should use the complaint form and note that it is on another employee's behalf.

Employees, paid or unpaid interns or non-employees who believe they have been a target of sexual harassment may also seek assistance in other available forums, as explained below in the section on Legal Protections.

### **Supervisory Responsibilities**

All supervisors and managers who receive a complaint or information about suspected sexual harassment, observe what may be sexually harassing behavior or for any reason suspect that sexual harassment is occurring, **are required** to report such suspected sexual harassment to Fred Keil.

In addition to being subject to discipline if they engaged in sexually harassing conduct themselves, supervisors and managers will be subject to discipline for failing to report suspected sexual harassment or otherwise knowingly allowing sexual harassment to continue.

Supervisors and managers will also be subject to discipline for engaging in any retaliation.

### **Complaint and Investigation of Sexual Harassment**

**All** complaints or information about sexual harassment will be investigated, whether that information was reported in verbal or written form. Investigations will be conducted in a timely manner, and will be confidential to the extent possible.

An investigation of any complaint, information or knowledge of suspected sexual harassment will be prompt and thorough, commenced immediately and completed as soon as possible. The investigation will be kept confidential to the extent possible. All persons involved, including complainants, witnesses and alleged harassers will be accorded due process, as outlined below, to protect their rights to a fair and impartial investigation.

Any employee may be required to cooperate as needed in an investigation of suspected sexual harassment. Fred Keil & Associates will not tolerate retaliation against employees who file complaints, support another's complaint or participate in an investigation regarding a violation of this policy.

While the process may vary from case to case, investigations should be done in accordance with the following steps:

- Upon receipt of complaint, Fred Keil will conduct an immediate review of the allegations, and take any interim actions (e.g., instructing the respondent to refrain from communications with the complainant), as appropriate. If complaint is verbal, encourage the individual to complete the “Complaint Form” in writing. If he or she refuses, prepare a Complaint Form based on the verbal reporting.
- If documents, emails or phone records are relevant to the investigation, take steps to obtain and preserve them.
- Request and review all relevant documents, including all electronic communications.
- Interview all parties involved, including any relevant witnesses;
- Create a written documentation of the investigation (such as a letter, memo or email), which contains the following:
  - A list of all documents reviewed, along with a detailed summary of relevant documents;
  - A list of names of those interviewed, along with a detailed summary of their statements;
  - A timeline of events;
  - A summary of prior relevant incidents, reported or unreported; and
  - The basis for the decision and final resolution of the complaint, together with any corrective action(s).
- Keep the written documentation and associated documents in a secure and confidential location.
- Promptly notify the individual who reported and the individual(s) about whom the complaint was made of the final determination and implement any corrective actions identified in the written document.
- Inform the individual who reported of the right to file a complaint or charge externally as outlined in the next section.

### **Legal Protections And External Remedies**

Sexual harassment is not only prohibited by Fred Keil & Associates but is also prohibited by state, federal, and, where applicable, local law.

Aside from the internal process at Fred Keil & Associates, employees may also choose to pursue legal remedies with the following governmental entities. While a private attorney is not required to file a complaint with a governmental agency, you may seek the legal advice of an attorney.

In addition to those outlined below, employees in certain industries may have additional legal protections.

## **State Human Rights Law (HRL)**

The Human Rights Law (HRL), codified as N.Y. Executive Law, art. 15, § 290 et seq., applies to all employers in New York State with regard to sexual harassment, and protects employees, paid or unpaid interns and non-employees, regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with the Division of Human Rights (DHR) or in New York State Supreme Court.

Complaints with DHR may be filed any time **within one year (three years beginning Aug. 12, 2020)** of the harassment. If an individual did not file at DHR, they can sue directly in state court under the HRL, **within three years** of the alleged sexual harassment. An individual may not file with DHR if they have already filed a HRL complaint in state court.

Complaining internally to Fred Keil & Associates does not extend your time to file with DHR or in court. The one year or three years is counted from date of the most recent incident of harassment.

You do not need an attorney to file a complaint with DHR, and there is no cost to file with DHR.

DHR will investigate your complaint and determine whether there is probable cause to believe that sexual harassment has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If sexual harassment is found after a hearing, DHR has the power to award relief, which varies but may include requiring your employer to take action to stop the harassment, or redress the damage caused, including paying of monetary damages, attorney's fees and civil fines.

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458. You may call (718) 741-8400 or visit: [www.dhr.ny.gov](http://www.dhr.ny.gov).

Contact DHR at (888) 392-3644 or visit [dhr.ny.gov/complaint](http://dhr.ny.gov/complaint) for more information about filing a complaint. The website has a complaint form that can be downloaded, filled out, notarized and mailed to DHR. The website also contains contact information for DHR's regional offices across New York State.

## **Civil Rights Act of 1964**

The United States Equal Employment Opportunity Commission (EEOC) enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint, and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court.

The EEOC does not hold hearings or award relief, but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination

is found to have occurred. In general, private employers must have at least 15 employees to come within the jurisdiction of the EEOC.

An employee alleging discrimination at work can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (TTY: 1-800-669-6820), visiting their website at [www.eeoc.gov](http://www.eeoc.gov) or via email at [info@eeoc.gov](mailto:info@eeoc.gov).

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

### **Local Protections**

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists. For example, employees who work in New York City may file complaints of sexual harassment with the New York City Commission on Human Rights. Contact their main office at Law Enforcement Bureau of the NYC Commission on Human Rights, 22 Reade Street, 1st Floor, New York, New York; call 311 or (212) 306-7450; or visit [www.nyc.gov/html/cchr/html/home/home.shtml](http://www.nyc.gov/html/cchr/html/home/home.shtml).

### **Contact the Local Police Department**

If the harassment involves unwanted physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime. Contact the local police department.



## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-					
or									
Employer identification number									
				-					

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

Date ►

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



### III. List of Firms/Contractors

Visit Empire State Development's Division of Minority & Women's Business Development website for a Directory of Certified Firms at <http://www.esd.ny.gov/MWBE.html>. Provide a list of firms with relevant capabilities that will be included in the bid solicitation process once a procurement process for professional services or renovation activities begins.

Name and Address of Firm		NYS Certified (Check one)			Trade / Capabilities
		MBE	WBE	SDVOB	
1		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
7		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
8		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
9		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
10		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

### IV. Certification

The Recipient organization proposes to follow this Contractor Bid Solicitation Plan to ensure that New York State Certified Minority- and Women-Owned Business Enterprises ("M/WBEs") and Service-Disabled Veteran-Owned Businesses ("SDVOBs") are afforded opportunities for meaningful participation in Program activities.

Printed Name:	_____
Title:	_____
Date:	_____
Signature:	_____

**OCR-CDBG FUNDING AGENCY REQUIREMENTS:  
EXHIBIT 4-1 CONTRACT PROVISIONS**

**1. EQUAL EMPLOYMENT OPPORTUNITY**

The Contractor shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

**2. COPELAND "ANTI-KICKBACK" ACT (18 U.S.C. 874 AND 40 U.S.C. 276c)**

The Contractor under this Agreement shall comply with applicable provisions of the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. All suspected or reported violations shall be reported to the Federal awarding agency.

**3. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. 276a to a-7)**

When required by Federal grant program legislation, the Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The Recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. All suspected or reported violations shall be reported to the Federal awarding agency.

**4. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 327-330)**

Where applicable, the Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

## **5. PATENT RIGHTS TO INVENTIONS MADE UNDER A CONTRACT AGREEMENT**

Contract agreements for the performance of experimental, developmental, or research work shall provide for the patent rights of the Federal Government and the Recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

## **6. CLEAN AIR ACT (42 U.S.C. 7401 ET SEQ.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251 ET SEQ.), AS AMENDED**

The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) And the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

## **7. SECTION 3 OF 12 U.S.C. 1701u OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1968, AS AMENDED**

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3).

## **8. ADDITIONAL PROVISIONS**

The Contractor shall comply with the following provisions under this contract:

- a. Any contract associated with this project title "Town of Moriah – Moriah Town Hall Improvements" in excess of the small purchase threshold shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances by which a contractor violates or breaches the contract terms, and provides for such remedial actions as may be appropriate.
- b. All contracts associated with this project title "Town of Moriah – Moriah Town Hall Improvements" in excess of \$10,000 shall contain suitable provisions for termination by the Town, including the manner by which such termination shall be effected and the basis for settlement.
- c. Except as otherwise required by statute, an award that requires the contracting (or subcontracting) for construction or facility improvements shall provide for the Town to follow its own requirements relating to bid guarantees, performance bonds, and payment bonds unless the construction contract or subcontract exceeds \$100,000. For those contracts or subcontracts exceeding \$100,000, the OCR may accept the bonding policy and requirements of the Town, provided the OCR has made a determination that the Federal Government's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:
  - 1) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon

acceptance of this bid, execute such contractual documents as may be required within the time specified.

- 2) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
  - 3) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.
  - 4) Where bonds are required in the situations described herein, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR part 223, "Surety Companies Doing Business with the United States."
- d. The Town of Moriah, the NYS Office of Community Renewal, and the Comptroller General of the United States or any of their duly authorized representatives shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to the activities covered by the Construction Contract for the purpose of making audits, examinations, excerpts and transcriptions. Said examination of records shall take place in the primary office of the Contractor. The Contractor shall maintain all required records for three (3) years after final payment is received and all other pending matters are closed.
  - e. The Contractor shall indemnify, defend and hold the NYS Housing Trust Fund Corporation, its employees and agents, harmless from and against any and all claims, actions, fines, demands, damages, losses, expenses and cost of every nature and including reasonable attorney's fees incurred by, assessed or imposed against the NYS Housing Trust Fund Corporation to the fullest extent permitted by law arising out of the Contractor's obligation under this contract.
  - f. All parties shall be bound by, and comply with all applicable Federal, State, and local laws and regulations, including but not limited to 24 CFR Parts 85 and 570.

## **CHAPTER 4 PROCUREMENT STANDARDS**

### **EXHIBIT 4-2**

#### **SECTION 3 RIDER**

Contractor must comply with and must ensure that the following language is included in all applicable subcontracts for work related to this Contract (the term “Contractor” as used herein shall also be deemed to mean “Subcontractor”):

1. Section 3 Clause (24 CFR 135.38)

- A. The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that Employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this Agreement agree to comply with HUD’s regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediments that would prevent them from complying with the Part 135 regulations.
- C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understand, if any, a notice advising the labor organization or workers’ representative of the Contractor’s commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the Subcontractor is in violation of the regulations in 24 DFR Part 135. The Contractor will not subcontract with any Subcontractor where the Contractor has notice knowledge that the Subcontractor has been found in violation of the regulations in 24 CFR Part 135.

## **CHAPTER 4**

### **PROCUREMENT STANDARDS**

- E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 135.
  - F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
  - G. With respect to work performed in connection with Section 3 covered Indian Housing Assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
2. Contractor shall maintain such records, and complete and submit forms as may be amended from time to time, as required by the NYS Office of Community Renewal ("OCR") and/or HUD including but not limited to the Section 3 New Hires Report and the Section 3 Business Certification Package. Such forms shall be submitted in accordance with the directions contained therein and at such other times as the OCR and/or HUD may direct.



**PAYMENT BOND**

Sample

KNOWN ALL MEN BY THESE PRESENTS that we,  
\_\_\_\_\_ hereinafter referred to  
as "Principal", and hereinafter referred to as the "Surety" are held and firmly bound to the  
Plattsburgh Housing Authority, hereinafter referred to as the "Owner", in the sum of  
\_\_\_\_\_ DOLLARS

(\$ \_\_\_\_\_) lawful money of the United States of America, for  
payment of which sum of money will and truly to be made, we and each of us bind  
ourselves, our heirs, executors, administrators, successors and assigns, jointly and  
severally, firmly by these presents.

WHEREAS, the Principal is about to enter, or has entered into a Contract in writing with  
the Owner for:

A copy of which Contract is annexed and hereby made a part of this bond as though  
herein set forth in full;

NOW, THEREFORE, the conditions of this obligation such that, if the Principal or his  
representatives or assignees, or other subcontractors to whom work under this Contract is  
sublet and his or their successors and assigns shall promptly pay or cause to be paid all  
lawful claims for:

- 1) Wages and compensation for labor performed and services rendered by all persons  
engaged in the prosecution of the work under said Contract, and any amendment or  
extension thereof or addition thereto, whether such persons be agents, servants or  
employees of the Principal or of any such subcontractor, including all persons so  
engaged who perform the work of laborers or mechanics at or in the vicinity of the  
site of the project regardless of any contractual relationship between the Principal or  
such subcontractors, or his or their successors or assigns, on the one hand and such  
laborers or mechanics on the other, but no including office employees not regularly  
stationed at the site of the project; and
- 2) Material and supplies, whether incorporated in the permanent structure or not, as well  
as teams, fuels, oils, implements or machinery furnished, used or consumed by said  
Principal or any subcontractor at or in the vicinity of the site or the project in the  
prosecution of the work under said Contract and any amendment or extension thereof  
or addition thereto, then this obligation shall be void, otherwise to remain in full force  
and effect.

This bond is subject to the following additional conditions, limitations, and agreements:

- 1) The Principal and Surety agree that this bond shall be for the benefit of any materialman or laborer having just claim, as well as the Owner itself.
- 2) All persons who have performed labor, rendered services or furnished materials and supplies, as aforesaid, shall have a direct right of action against the Principal and his, its or their successors and assigns, and the Surety herein, or against either or both or any of them and their successors and assigns. Such persons may sue in their own name, and may prosecute the suit to judgment and execution without the necessity of joining with any other person as a party plaintiff.
- 3) The Principal and Surety agrees that neither of them will hold the Owner liable for any judgment for costs or otherwise, obtained by either or both of them against a laborer or materialman in a suit brought by either a laborer or materialman under this bond for monies allegedly due for performing work or furnishing material.
- 4) The Surety or its successors and assigns shall not be liable for any compensation recoverable by an employee or laborer under the Workmen's Compensation Law.
- 5) In no event shall the Surety, or its successors or assigns, be liable for a greater sum than the penalty of this bond or be subject to any suit, action or proceeding hereon that is instituted by any person, firm or corporation, hereunder later than two (2) years after the complete performance of said Contract and final settlement thereof.

The Principal, for himself and his successor and assigns, and the Surety, for itself and its successors and assigns, do hereby expressly waive any objection that might be interposed as to the right of the Owner to require bond containing the foregoing provisions, as they do hereby further expressly waive any defense which they or either of them might interpose to an action brought hereon by a person, firm or corporation, including subcontractors, material men and third persons, for work, labor, services, supplies or material performed, rendered, or furnished as aforesaid upon the ground that there is no law authorizing the Owner to require the foregoing provisions to be placed on this bond.

And, the Surety for value received, for itself and its successors and assigns, hereby stipulated and agree that the obligation of said surety and its bond shall be in no way impaired or affected by any extension of time, modifications, omission, addition, or change in or of the said Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by waiver of any provisions thereof, or by any assignment, subletting or other transfer or of any part thereof, or of any work to be performed, or any monies due or to become due thereunder; and said Surety does hereby waive notice of any and all such extensions, modifications, omission, additions, changes, payments, waivers, assignments, subcontractors and other transferees shall have the same affect as to said Surety as though done or omitted to be done by or in relation to said Principal.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed and these presents to be signed by their proper officers this \_\_\_\_\_ day of \_\_\_\_\_

SEAL

\_\_\_\_\_  
PRINCIPAL

By \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Title

SEAL

\_\_\_\_\_  
SURETY

By \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
ATTORNEY-IN-FACT

## Performance Bond

Sample

KNOWN ALL MEN BY THESE PRESENTS that we,  
\_\_\_\_\_, hereinafter referred to  
as "Principal", and \_\_\_\_\_ hereinafter referred to  
as the "Surety" are held and firmly bound to the Plattsburgh Housing Authority,  
hereinafter referred to as the "Owner", in the sum of  
\_\_\_\_\_ DOLLARS

(\$ \_\_\_\_\_) lawful money of the United States of America, to be  
paid to the Owner or to its certain attorney, successors or assigns, jointly and severally by  
these presents.

WHEREAS, the Principal is about to enter, or has entered into a Contract in writing with  
the Owner for:

A copy of which Contract is annexed and hereby made a part of this bond as though  
herein set forth in full;

NOW, THEREFORE, the conditions of this obligation such that, if the Principal or his  
representatives or assignees, shall well and faithfully perform the said Contract and all  
modifications, amendments, additions, alterations thereto that may hereafter be made,  
according to the terms and its true intent and meaning, and shall fully indemnify and save  
harmless the Owner from all cost and damage which it may suffer by reason or failure so  
to do and shall fully reimburse and repay the Owner for all outlay and expense which the  
Owner may incur in making good any such default, and

FURTHER, shall pay or cause to be paid all lawful claims of subcontractors, materialmen  
and workmen, and all lawful claims of third persons arising out of or in connection  
with or because of the performance of work at the site of the project, then this obligations  
shall be void, otherwise the same to remain in full force and effect.

This undertaking is for the benefit of all subcontractors, materialmen and workmen  
having just claims and for the benefit of all other third persons having just claims arising  
out of or in connection with the said Contract and work performed thereunder as well as  
for the benefit of the Owner itself, but the rights and equities of all other beneficiaries or  
obligee thereunder shall be subject and subordinate to those of the Owner. Should any  
beneficiary or obligee hereunder, other than the Owner, file or make claims against the  
Principal or Surety, said Principal and Surety shall promptly thereafter, or in any event at  
last fifteen (15) days, prior to payment of such claims, notify the Owner by registered  
mail of such claims.

The Surety of value received, for its successors and assignees, hereby stipulates and agrees that the obligation of such Surety and its bond shall be in no way impaired or affected by an extension of time, modification, omission, addition or change in or to the said Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting, or other transfer thereof or of any part thereof, or of any work to be performed, or any monies due or to become due thereunder, and said Surety does not hereby waive notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors and other transferees shall have the same effect as to said Surety as though done or omitted to be done by or in relation to said Principal.

The Surety, for value received, hereby stipulates and agrees, if requested to do so by the Owner, to fully perform and complete the work to be performed under the Contract pursuant to the terms, conditions and covenants thereof, if for any cause the Principal fails or neglects to so fully perform and complete such work. The Surety further agrees to from the Owner and to complete such work within twenty (20) days from the expiration of the time allowed the Principal in the Contract for the completion of such work.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed and these presents to be signed by their proper officers this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
PRINCIPAL

By \_\_\_\_\_

(Signature)

Title

\_\_\_\_\_  
SURETY

By \_\_\_\_\_

(Signature)

ATTORNEY-IN-FACT

The Surety of value received, for its successors and assignees, hereby stipulates and agrees that the obligation of such Surety and its bond shall be in no way impaired or affected by an extension of time, modification, omission, addition or change in or to the said Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting, or other transfer thereof or of any part thereof, or of any work to be performed, or any monies due or to become due thereunder, and said Surety does not hereby waive notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors and other transferees shall have the same effect as to said Surety as though done or omitted to be done by or in relation to said Principal.

The Surety, for value received, hereby stipulates and agrees, if requested to do so by the Owner, to fully perform and complete the work to be performed under the Contract pursuant to the terms, conditions and covenants thereof, if for any cause the Principal fails or neglects to so fully perform and complete such work. The Surety further agrees to from the Owner and to complete such work within twenty (20) days from the expiration of the time allowed the Principal in the Contract for the completion of such work.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed and these presents to be signed by their proper officers this \_\_\_\_\_ day of \_\_\_\_\_

PRINCIPAL

By

(Signature)

Title

SURETY

By

(Signature)

ATTORNEY-IN-FACT

## Application and Certificate for Payment

TO OWNER: PROJECT: APPLICATION NO: Distribution to: OWNER ☐ ARCHITECT ☐ CONTRACTOR ☐ FIELD ☐ OTHER ☐

FROM CONTRACTOR: VIA ARCHITECT: PERIOD TO: CONTRACT FOR: CONTRACT DATE: PROJECT NOS: / /

### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM ..... \$
2. Net change by Change Orders ..... \$
3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... \$
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) ..... \$
5. RETAINAGE:
  - a. % of Completed Work (Column D + E on G703) \$
  - b. % of Stored Material (Column F on G703) \$

Total Retainage (Lines 5a + 5b or Total in Column I of G703) ..... \$
6. TOTAL EARNED LESS RETAINAGE ..... \$  
(Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$  
(Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE ..... \$
9. BALANCE TO FINISH, INCLUDING RETAINAGE  
(Line 3 less Line 6) \$

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$	\$
Total approved this Month	\$	\$
TOTALS	\$	\$
NET CHANGES by Change Order	\$	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: By: Date: State of: County of: Subscribed and sworn to before me this day of Notary Public: My Commission expires:

### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$  
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: By: Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract

**Pacific**

ARCHITECT'S PROJECT NO:

[illegible]



## Change Order

**Contract Name:** AIA A-105

**Contract Date:**

**Contractor:**

**Address:**

**Change Order Number:**

**Initiation Date Of C. O.:**

**Owner:**

**Address:**

**You are directed to make the following changes in this contract:**

**1. Provide**

In accordance with the enclosed proposals

<b>2. Costs:</b>	a) the original contract sum for Contract	
	b) the net change by previous authorized change orders	
	c) the Contract sum prior to this change order	
	d) the Contract sum will <b>be changed</b> by this change order	
	e) the new Contract sum including this change order will be .....	

<b>3. Time:</b>	a) the Contract time has been previously extended by	
	b) the Contract completion date including this Change Order is:	

Town of Moriah

<b>Contractor</b>	<b>Owner</b>	
	Thomas Scozzafava	Fred Keil
Owner	Supervisor	<i>Title: Architect</i>
Date	Date	Date

A copy of related correspondence is attached.

To be effective this change order must be signed by all parties.

Fred Keil  
Architect  
518-825-5800  
fredkeilarchitect@gmail.com

# AIA<sup>®</sup> Document G704<sup>™</sup> - 2000

## Certificate of Substantial Completion

**PROJECT:**  
(Name and address):

**PROJECT NUMBER:**        /  
**CONTRACT FOR:** General Construction  
**CONTRACT DATE:**

**OWNER:** ☐  
**ARCHITECT:** ☐  
**CONTRACTOR:** ☐  
**FIELD:** ☐  
**OTHER:** ☐

**TO OWNER:**  
(Name and address):

**TO CONTRACTOR:**  
(Name and address):

### PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

#### Warranty

#### Date of Commencement

\_\_\_\_\_  
ARCHITECT

\_\_\_\_\_  
BY

\_\_\_\_\_  
DATE OF ISSUANCE

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

#### Cost estimate of Work that is incomplete or defective: \$

The Contractor will complete or correct the Work on the list of items attached hereto within (        ) days from the above date of Substantial Completion.

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
BY

\_\_\_\_\_  
DATE

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at (        ) (time) on (date).

\_\_\_\_\_  
OWNER

\_\_\_\_\_  
BY

\_\_\_\_\_  
DATE

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)

# AIA® Document G706™

## Contractor's Affidavit of Payment of Debts and Claims

PROJECT: \_\_\_\_\_ ARCHITECT'S PROJECT NUMBER: \_\_\_\_\_ OWNER: ☐  
ARCHITECT: ☐  
CONTRACTOR: ☐  
TO OWNER: (Name and address) \_\_\_\_\_ CONTRACT FOR: \_\_\_\_\_ SURETY: ☐  
CONTRACT DATED: \_\_\_\_\_ OTHER: ☐

STATE OF: \_\_\_\_\_  
COUNTY OF: \_\_\_\_\_

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

### EXCEPTIONS:

#### SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose
- Indicate Attachment ☐ Yes ☐ No

CONTRACTOR: (Name and address)

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

BY: \_\_\_\_\_  
(Signature of authorized representative)

\_\_\_\_\_  
(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:  
My Commission Expires:

# **CDBG PROGRAM REQUIREMENTS**

**CHAPTER 6**  
**CONSTRUCTION REQUIREMENTS**

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## CHAPTER 6

### CONSTRUCTION REQUIREMENTS

This chapter addresses requirements related to construction or rehabilitation, including:

- Labor standards
- Lead-based paint

#### I. LABOR STANDARDS

##### A. Introduction

Depending on the type of activity to be undertaken with New York State Community Development Block Grant (NYS CDBG) funding, Recipients may need to comply with either the State Labor Standards required by Article 8 of the New York State Labor Law and/or the Federal Labor Standards as required by the Davis-Bacon Act. **It is the Recipients' sole responsibility to fully understand and comply with the requirements of the labor laws that impact their project prior to implementation of their NYS CDBG Program.** Recipients should contact the appropriate State or Federal agency concerning any issues related to State and/or Federal Labor Standards.

**Article 8 of the New York State Labor Law** requires Department of Jurisdictions awarding a public work contract to request a state wage rate determination prior to the bidding of a contract. The wage rate determination must be included as part of the bid document.

A "Department of Jurisdiction" 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 corporations; a public benefit corporation; and a public authority awarding a public work contract.

"Public work" is construction, reconstruction or maintenance conducted on behalf of the public. The project's primary objective must be to benefit the public and the Department of Jurisdiction is party to a contract involving the employment of laborers, workers or mechanics.

**Davis-Bacon Act (40 USC 276a-276a-5)** requires that workers receive no less than the prevailing wages being paid for similar work in their locality. Prevailing wages are computed by the Department of Labor and are issued in the form of federal wage decisions for each classification of work. **The law is applicable to all construction contracts awarded by Recipients or sub-recipients in excess of \$2,000. Residential rehabilitation contracts involving structures that contain fewer than eight (8) units are exempt from this requirement.** Multi-unit structures that contain eight (8) or more units within the structure regardless of the number of units being rehabilitated and mixed-use properties must comply with the Davis-Bacon Act (i.e. façade work).

## CHAPTER 6 CONSTRUCTION REQUIREMENTS

For projects subject to the requirements of both Federal and State Labor Standards, both state and federal wage rate determinations must be obtained and included in the bid document for the project. In this case, the contractor is required to pay the higher of the two rates for the job classification.

### **B. Recipient Responsibility**

Recipients should fully understand what is required for construction contracts before starting the implementation process for your NYS CDBG project:

- **Recipients must ensure that all construction contracts in excess of \$2,000 comply with all applicable Federal Labor Standards and provisions.**
- Recipients must ensure that all public works contracts awarded by a Department of Jurisdiction comply with all applicable State Labor Standards and provisions.

Recipients must include a copy of the current prevailing wage rate determination in each Request for Bids. **A copy of the bid specifications, proposed contract provisions and evidence that wage rates have been incorporated into the contract must be forwarded to the Recipient's OCR Community/Economic Developer prior to issuing the bids for construction.**

- Recipients may only award contracts to eligible contractors and subcontractors which have accepted the wage rate determination and signed a certification to pay wages on that basis and comply with other labor standards.
- Contractors and sub-contractors must pay the wage rate determined by the Secretary of Labor to be the prevailing rate in that labor market.
- Recipients are required to report all suspected, reported or confirmed violations of over \$1,000 and must require the contractor to prepare a supplemental payroll and make appropriate restitution to affected employees.
- Recipients must conduct confidential interviews with employees to assure compliance with the terms of the Copeland Anti-Kickback Act.
- Recipients must develop compliance and enforcement procedures that ensure all applicable labor standards requirements are met.
- Recipients must complete all required Federal and State Labor Standards compliance reports.
- Recipients must send a copy of the wage schedule and other related documents that were included in the construction contracts (for all prime

## CHAPTER 6 CONSTRUCTION REQUIREMENTS

contractors) to their Office of Community Renewal (OCR) Community/Economic Developer.

- Recipients must submit Semi-Annual Labor Standard Enforcement Reports to OCR. OCR is required to submit these reports to HUD for projects subject to Davis-Bacon.

### **C. Labor Standards Administration**

In order to comply with labor standard requirements, Recipients must develop a compliance and enforcement procedure that ensures all applicable labor standard requirements are met. The following steps will assist Recipients in ensuring compliance with applicable labor standards provisions:

#### **Step 1 - Determine Applicability**

The first and sometimes most difficult step is determining whether and to what extent the NYS Labor Law and/or Davis-Bacon wage standards apply to a particular contract or project. Most HUD-assisted construction work is covered by Davis-Bacon but there are some exceptions. The best and safest approach is whenever the contract project involves construction work that is valued in excess of \$2,000 to assume that Davis-Bacon rates will be applicable and then look more closely to see if there's any reason for non-coverage.

#### **Step 2 - Designate a Labor Standards Compliance Officer**

Recipients must designate a Labor Standards Compliance Officer who will be responsible for prevailing wage compliance. This person will serve as liaison between the contractor, the project engineer, and OCR and have overall responsibility for coordinating and ensuring compliance with all appropriate labor standards regulations and ensuring that an accurate filing system is maintained. The officer's name must appear on all requests, notices and correspondence related to labor standards regulations and project compliance.

#### **Step 3 - Request Wage Rate Determination**

##### **State Prevailing Rate Schedule**

The Bureau of Public Works of the NYS Department of Labor issues New York State Prevailing Rate Schedules annually on July 1 for each locality within New York State. **Recipients must request a Prevailing Wage Schedule for their project from the appropriate regional office of the NYS Bureau of Public Works**

**([www.labor.state.ny.us/workerprotection/publicwork/PWContactUs.shtm](http://www.labor.state.ny.us/workerprotection/publicwork/PWContactUs.shtm)).**

**Request for wage determinations should be submitted to the NYS Department of Labor, Bureau of Public Works within 90 days prior to the**



## CHAPTER 6 CONSTRUCTION REQUIREMENTS

**scheduled bid opening date.** Prevailing Rate Schedules list the hourly rates for the trades and occupations of the workers to be employed on the public work project. The Bureau of Public Works can provide additional guidance on the process and procedures required for compliance with NYS Labor Law.

### Federal Wage Determinations – Davis-Bacon

Federal wage rate determinations are issued by the U.S. Department of Labor for each State by means of a general wage decision issued early each January and subsequent periodic modifications throughout the balance of the year, in the four basic categories within the construction industry: Heavy, Highway, Building, and Residential. These determinations are meant to be all-inclusive and representative of an area's (the area in which the project is located) prevailing basic wage and fringe benefits for every type of job classification of laborers and mechanics within their respective industry category. The bid specifications and/or the contract for each project subject to Davis-Bacon wage rates must contain both a Davis-Bacon wage decision and its own labor standards clauses. These are usually bound into the contract specifications.

**Recipients must obtain a wage determination from the U.S. Department of Labor.**

To obtain a wage determination from the U.S. Department of Labor, Recipients must access the Davis-Bacon wage rates through the [Federal System for Award Management](#) or SAM. [Wage determinations can be requested here](#). **Recipients must send a copy of the wage determination to their OCR Community/Economic Developer including evidence that the wage determination was verified prior to the bid opening.**

In most cases, NYS CDBG projects will only use the heavy prevailing wage rates. However, in certain cases, more than one wage determination should be included in the bid document by the project engineer. A guideline from the HUD Labor Relations Office, referred to as the 25% Test, can generally be followed to determine when more than one wage determination should be used for NYS CDBG-funded construction contracts. For instance, this “rule of thumb” provides that if building construction is a “significant component” of the project (the budget for building construction exceeds 25% of the total anticipated construction contract amount), then the project engineer should include both Heavy and Building rates in the bid document. The same 25% Test concept would apply to a public facility project which is principally building construction, such as a sewage treatment plant, but which also includes more than 25% of non-building construction activity. In such cases, the project engineer should include both Building and Heavy prevailing wage rates in the bid document. This is a guideline, not a rigid requirement. If your project appears to fall under this 25% Test, consult your OCR Community/Economic Developer for guidance.

## CHAPTER 6 CONSTRUCTION REQUIREMENTS

[Click here](#) for further information on Davis-Bacon and Labor Standards:

### Unclassified Workers

In the event the construction project will involve laborers or mechanics with job classifications that do not appear on the wage determination provided, the recipient must make a request to OCR for an appropriate classification. The Report of Additional Classification and Wage Rate Form, [HUD Form 4230A](#) must be used for this request.

### **Step 4 - Prepare the bid documents/contract**

Both the federal and state labor standard regulations require specific language be included in all solicitations for bids and contracts for projects that must comply with labor standard regulations. Exhibit 5-12 provides a link to the Federal Labor Standards provisions and the State Labor Standards provisions. Additionally, each bidder and the contractor selected are required to provide specific certifications assuring the Recipient compliance with the prescribed labor standards requirements. In addition to the required labor provisions, all contracts must also include the required contract provisions as outlined in Chapter 4, Exhibit 4-1 and must comply with all required bonding provisions.

### **Step 4a. - Verify the Wage Rate in the Solicitation for Bids**

A copy of the current wage rate determinations must be included in any solicitation for bids. **Recipients must verify that the determination is the most current available from the Department of Labor.**

Federal Wage Determinations have the following time limitations:

- a. If a contract is not executed within 90 days of the bid opening, any applicable later modifications to the original wage determination must be included in the contract; or
- b. If construction has not commenced within 90 days of the bid opening, any applicable later modifications to the original wage determination must be included in the contract.

Per the HUD Labor Relations Office, a Change Order, rather than rebidding, can incorporate the modifications under items a) and b) above.

### **Step 4b. - Verify Bidder Eligibility**

#### Debarment, Suspended or Ineligible Contractors

Persons who have been declared debarred or suspended from participation in federally funded programs by a federal government agency are ineligible for

## CHAPTER 6

### CONSTRUCTION REQUIREMENTS

participation in the NYS CDBG program. The U.S. General Services Administration maintains the List of Parties Excluded from Federal Procurement and Non procurement Programs for the federal government, at [SAM](#). This list includes contractors who have been found in serious violation of Federal Labor Standards or other requirements, and therefore have been debarred, suspended, or otherwise declared ineligible for participation in federally assisted construction projects. Use of this list is required for all HUD-financed programs to verify eligibility status of contractors.

Once bids are received for a project, Recipients must verify a contractor's eligibility by reviewing the List of Parties Excluded from Federal Procurement and Non procurement Programs to verify the eligibility status of the contractors. Contractors who have been declared debarred or suspended from participation in New York State public works projects by the NYSDOL Public Works Debarred List. This list can be obtained [here](#). All proposed prime contractors and consultants must be verified for eligibility, by the Recipient, prior to awarding any NYS CDBG-funded contracts. In addition, participants in contracts associated with a NYS CDBG project must certify they and their principals are not debarred, suspended, voluntarily excluded, or otherwise ineligible. This step should take place as soon as possible following the bid opening, and before awarding any construction or consultant contract.

Recipients must not make any contract award or permit any contract award to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in NYS public works projects or federal assistance programs.

#### **Step 4c. - Reverify the Wage Rate**

For projects where Davis-Bacon is applicable, not less than 15 business days prior to the bid opening, the Recipient must contact the U.S. Department of Labor to determine whether the wage rate decisions included in the bid solicitation are still current. In those instances, where the U.S. Department of Labor has issued a modification of the earlier wage determination, Recipients must provide the new rate decision to all potential bidders by addendum, if a reasonable amount of time is allowed for this procedure.

#### **Step 5 - Evidence of Compliance**

For projects where the Federal Labor Standards are applicable, Recipients must submit evidence that executed contracts for all contractors (prime and sub) contain federal labor standards provisions. **A copy of the bid specifications, proposed contract provisions, and evidence that the wage rates have been incorporated into the contract must be forwarded to the Recipient's OCR Community/Economic Developer prior to issuing the bids for construction.** Non-receipt of the required documents will delay and may eventually suspend the processing for request for funds.

## CHAPTER 6

### CONSTRUCTION REQUIREMENTS

#### **Step 6 - Inform Contractors of Labor Standard Requirements by Conducting a Preconstruction Conference**

Following the contract award for construction projects involving NYS CDBG funds, OCR recommends that the Recipient hold a pre-construction conference. The Recipient and prime contractor should include all subcontractors in the discussions to ensure that they are aware that they must also comply with the Labor Standards and equal employment opportunity provisions. The project architect and/or engineer (if applicable) should attend the conference to cover the technical or other contract related issues for the Recipients. The Recipient's project manager will cover the federal or state compliance issues.

The pre-construction conference represents a key opportunity prior to the beginning of project construction for giving instructions to the contractor. **A well-planned and executed conference can help prevent problems and misunderstandings that could delay the project later.**

To assist Recipients in preparing for and conducting the pre-construction conferences for NYS CDBG-funded construction contracts, Federal Labor and Civil Rights Requirements Exhibit 5-2 and a Pre-construction Conference Planning Guide Exhibit 5-1, have been provided. The Guide provides a general format to be used as an agenda, supplemental information on labor standards and civil rights requirements, and a blank conference checklist and agenda, which should be followed to record minutes for the conference.

At a minimum, pre-construction conferences should include the following topics of discussion, which should outline the contractors or sub-contractor's responsibilities:

- prevailing wage requirements, including posting prevailing wages continually at the job site;
- employment of apprentices or trainees;
- weekly pay for employees;
- submission of weekly payrolls [Form WH-347](#);
- penalties if prevailing wage requirements and labor standards requirements are not complied with;
- payment of overtime;
- equal employment opportunity requirements;
- employment of minorities and local workers;
- Section 3 requirements;
- use of minority and women's business enterprises;
- notices that must be posted at the job site;
- the use of bona fide, registered subcontractors; and
- key responsibilities of the contractor, engineer/architect, and project manager.

## **CHAPTER 6**

### **CONSTRUCTION REQUIREMENTS**

To document discussions that occur during the pre-construction conference, the Recipient should prepare minutes of the conference. A verbatim record is not necessary, as the names of the persons who attend and a summary of the comments and issues covered is enough. If minutes are recorded, a copy of the minutes should be retained in the files. Recipients should provide copies of the minutes to each contractor representative who attends the pre-construction conference. This helps document that the key requirements have been covered.

#### **Step 7 - Monitor Contractor Performance**

It is the Recipient's responsibility to monitor construction activities to ensure that all required notices are posted prominently at the construction site, that the contractor's weekly payroll reports are accurate and submitted weekly as required, and that the contractor is complying with applicable labor standards. This monitoring function can be accomplished through the following activities:

- **conduct on-site inspections to ensure that required notices and copies of the applicable wage rates are posted at reasonably accessible locations for the workers to review;**
- **compare weekly payroll reports to the prevailing wage rate decision;**
- **conduct interviews with construction employees to confirm job classifications and pay rates. Interviews should be conducted at least once a month throughout the construction period with a representative of each classification of laborers involved in the construction and at least 10 percent of the workforce;**
- **initial and date each payroll to document that the payroll review has been completed on a weekly basis;**
- **implement a process that authorizes payment to the contractor after specific milestones are met; and**
- **certify that the contractor has complied with all labor and civil rights requirements.**

#### **Use of Volunteers**

The Housing and Community Development Act exempts "volunteers" from Davis-Bacon Act requirements on NYS CDBG program funded projects. Davis-Bacon wage rates shall not apply to any individual that:

- performs services for which the individual volunteered;
- does not receive compensation for such services, or is paid expenses, reasonable benefits, or a nominal fee for such services; and
- is not otherwise employed at any time in the construction work.

The Project Manager should use and obtain a signed Volunteer Certification Form, Exhibit 6-3, for each volunteer worker, other than the contractor's employees, performing work on NYS CDBG-funded project activities.

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### **Step 8 - Investigate Labor Standards Violations**

Violations of labor standards requirements may surface as the result of either monitoring or through a specific complaint by a construction worker. In either instance, the Recipient is responsible for thoroughly investigating and documenting the alleged violation.

If a violation is suspected, the Recipient should immediately notify their OCR Community/Economic Developer and work with the contractor on an informal basis to resolve the problem and allow a reasonable time for correction. Where the contractor refuses to address the violation, or continues to violate labor standards provisions, your OCR Community/Economic Developer should be immediately notified in writing of the violation. The contractor should be informed that an unresolved finding of labor standards violation could result in disbarment and make the contractor ineligible for participation in NYS CDBG assisted construction projects in the future.

#### **D. Davis-Bacon Reporting Requirements**

Twice per year, Recipients undertaking activities that require compliance with Federal Labor Standards (Davis-Bacon and the related Acts) must submit a Semi-Annual Labor Standards Enforcement Report to OCR, who will notify Recipients directly if a report is due for a CDBG funded project. Reports are due within ten (10) days of the end of the reporting periods, which are October 1 through March 31 and April 1 through September 30. Information provided on this report will be submitted to HUD to demonstrate compliance with federal requirements. Recipients who fail to submit the reports in a timely manner are at risk of having funds suspended for all open grants until the report is received and approved by OCR.

## **II. LEAD BASED PAINT**

### **EFFECTIVE MAY 6, 2014, THE PRESUMPTION OF LEAD ON ANY NYS CDBG PROGRAM FUNDED HOUSING ACTIVITY WILL NO LONGER BE PERMITTED.**

#### **A. Renovation, Repair and Painting Rule**

Common renovation activities like sanding, cutting, and demolition can create hazardous lead dust and chips by disturbing lead-based paint, which can be harmful to adults and children. To protect against this risk, on April 22, 2008, EPA issued a [rule \(40CFR745.80\) requiring the use of lead-safe practices](#) and other actions aimed at preventing lead poisoning. Under the rule, beginning April 22, 2010, and updated October 2011: firms performing renovation, repair, and painting projects that disturb lead-based paint in pre-1978 homes, child care facilities and schools must be **certified by the EPA and that they use certified renovators who are trained by EPA-approved training providers to follow lead-safe work**

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**practices.** Recipients must include the firm's EPA certification in the general program files and be made accessible for verification.

### **EPA and HUD rules apply to all housing rehabilitation activities.**

#### **B. Lead Safe Housing Rule**

All NYS CDBG-funded housing rehabilitation and home ownership projects must adhere to the Residential Lead-Based Paint Hazard Reduction Act of 1992 (24 CFR Part 35). These regulations must be carefully followed to ensure that exposure to lead hazards is reduced in any residential property to be rehabilitated or purchased. The regulations can be found [here](#).

HUD has created an Interpretive Guidance that can be used to address many of the questions that have arisen as a result of the implementation of these new regulations. The [Interpretive Guidance](#) can be found online.

For questions that cannot be answered through the regulations or Interpretive Guidance, Recipients should submit their questions in writing to their OCR Community/Economic Developer. OCR will respond in writing.

### **EPA and the HUD rules apply to all housing rehabilitation activities.**

#### **C. Types of Housing Covered**

- Any private housing that is receiving CDBG housing rehabilitation assistance
- Federally-owned housing being sold
- Housing receiving a federal subsidy that is associated with the property, rather than with the occupants (project-based assistance)
- Public housing
- Housing occupied by a family receiving a tenant-based subsidy (such as a voucher or certificate)
- Multifamily housing for which mortgage insurance is being sought
- Housing receiving federal assistance for rehabilitation, reducing homelessness, and other special needs

#### **D. Types of Housing Not Covered**

- Housing built since January 1, 1978, when lead paint was banned for residential use
- Housing exclusively for the elderly or people with disabilities, unless a child under age 6 is expected to reside there **(EXEMPT)**
- Zero-bedroom dwellings, including efficiency apartments, single-room occupancy housing, dormitories, or military barracks **(EXEMPT)**
- Property that has been found to be free of lead-based paint by a certified lead-based paint inspector **(EXEMPT)**
- Unit is used no more than 100 days per year **(EXEMPT)**
- Property where all lead-based paint has previously been removed



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- Unoccupied housing that will remain vacant until it is demolished
- Non-residential property

#### E. Notices and Pamphlets

As per 24CFR Part 35, Recipients undertaking housing rehabilitation and homeownership activities are required to provide appropriate lead hazard information pamphlets and notices to the owners and occupants of the residential structure. The **Protect Your Family from Lead in Your Home** pamphlet and the **EPA Renovate Right** pamphlet must be provided to all owners, potential owners, and occupants of the residential structure to be purchased or that is undergoing rehabilitation. See <https://www.hudexchange.info/resource/2114/epa-brochures-and-posters/>

In addition to the lead hazard information pamphlet, Recipients are also required to provide specific notices when lead based paint evaluation and/or hazard reduction activities are being undertaken. Recipients must provide the appropriate notice(s) (Exhibit 5-8) to all owners and occupants of the residential structure where the activities are being undertaken.

#### F. Calculating Federal Rehabilitation Assistance

Prior to beginning any lead hazard evaluation or reduction activities, Recipients must determine the level of Federal assistance being provided to a specific unit. Lead-based paint requirements for rehabilitation vary based on the amount of federal rehabilitation assistance (as defined in 24 CFR 35.915), and the calculation can affect (1) the requirement for a risk assessment and (2) the type of lead hazard controls required.

The three categories are:

- Assistance of up to and including \$5,000 per unit;
  - Assistance of more than \$5,000 per unit up to and including \$25,000 per unit;
- and
- Assistance of more than \$25,000 per unit.

The amount of federal rehabilitation assistance is based on two calculations, and the lesser of the two is used to determine the category. The two calculations are:

1. **The average Federal housing assistance per assisted dwelling unit** – Federal assistance includes all Federal funds that are assisting the project, regardless of the use of the funds. Federal funds being used for acquisition, construction and project soft costs are included.

The following are examples of programs that are considered Federal assistance:

- HUD grant programs, including CDBG, HOME, HOPE
- Special Needs programs such as HOPWA, ESG, Supportive Housing, Shelter Plus Care and other McKinney programs
- Section 8 and other HUD rental assistance programs



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- Dept. of Agriculture's Rural Development funds

The following are examples that are not considered Federal assistance for the purpose of this calculation:

- Proceeds from the sale of Low-Income Housing Tax Credits
- Proceeds from FHA mortgage insurance, including rehab funds such as 203(k)
- Weatherization Assistance Program (separate guidance has been issued)
- Fannie Mae and Freddie Mac programs
- Federal Home Loan Bank programs

If you are using Federal funds on a project and the program is not clearly identified as included or excluded by these lists, contact OCR to determine applicability before proceeding.

2. **The average hard costs of rehabilitation per unit** – The hard costs of rehabilitation include all hard costs, regardless of source, except for the costs associated with lead-based paint hazard evaluation and hazard reduction activities (as explained below). All other hard costs of rehabilitation are to be included, regardless of whether the source of funds is Federal or non-Federal, public or private.

The following are not hard costs and need not be included in this calculation:

- Soft costs, including financing fees, credit reports, title binders and insurance, recordation fees, transaction taxes, impact fees, legal and accounting, appraisals, architectural and engineering fees
- Administrative costs
- Relocation costs
- Environmental review costs
- Acquisition costs
- Also, the costs of complying with the LBP Rule that are not normally incurred as part of rehabilitation may be excluded from this calculation, including such things as:
  - Lead evaluation costs (risk assessments, visual assessments or inspections)
  - Worksite preparation
  - Occupant protection, including relocation, storage or protection of belongings
  - Interim controls, standard treatments, or abatement activities that are being done only for purposes of lead hazard control and would not be done in the normal course of the rehabilitation except for the LBP requirements
  - The incremental costs of a rehab activity that are the result of safe work practice requirements (e.g., if the standard window replacement cost is

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\$275 per window without LBP, but \$310 when using safe work practices in an interim control job, the incremental cost of \$35 per window may be treated as an additional LBPH reduction cost and excluded from the calculation of rehabilitation hard costs)

- Waste handling attributable to lead-based paint hazard reduction.
- Specialized cleaning designed to remove LBP dust
- Clearance activities, including visual assessments, dust wipes, and reports

These LBP hazard reduction costs may be excluded from the calculation of rehabilitation hard costs (the second of the two required calculations), but are not excluded from the calculation of Federal housing assistance (the first of the two calculations) if they are paid with Federal funds.

For a residential property that includes both federally assisted and non-assisted units, these calculations apply only to the federally assisted units. The rehabilitation costs and Federal assistance associated with non-assisted units are not included in the calculations of the average per unit hard costs of rehabilitation and the average Federal assistance per unit, but the pro rata share of the exterior, common area, and common systems costs are included. For multi-unit projects with both federally-assisted and non-assisted units, rehabilitation hard costs per unit are calculated as follows:

1. In-unit rehabilitation hard costs for assisted units divided by the number of federally-assisted units in the project; plus
2. Rehabilitation hard costs for common areas and exterior surfaces divided by the total number of units in the project.

Exhibit 6-9 is provided as the form for documenting the amount of Federal Rehabilitation Assistance and evidence of this calculation must be contained in every project file.

#### **G. Lead Based Paint Evaluation and Hazard Reduction Requirements**

For all residential properties receiving Federal housing rehabilitation assistance up to and including \$25,000, Recipients must complete the following activities:

1. Conduct lead based paint testing on the entire dwelling unit including surfaces to be disturbed, deteriorated surfaces and friction and impact surfaces and all surfaces expected to be disturbed or replaced during rehabilitation activities.
2. Perform a lead-based paint risk assessment in the dwelling units receiving Federal assistance and in associated common areas and exterior painted surfaces in accordance with 24CFR35.1320(b) and EPA Renovator, Repair and Painting rules at 40 CFR Part 745 before rehabilitation begins.

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3. Risk assessors must use standards for determining dust-lead hazards and soil-lead hazards that are at least as protective as those promulgated by the EPA at 40 CFR 745.227(h).
4. If lead testing indicates the presence of lead-based paint hazards, implement safe work practices during rehabilitation work in accordance with 24CFR35.1350 and EPA Renovator, Repair and Painting rules at 40 CFR Part 745 and repair any paint that is disturbed and all lead-based paint hazards.
5. After completion of any rehabilitation disturbing painted surfaces, perform a clearance examination of the housing unit(s) in accordance with 24CFR35.1340.

For Residential property receiving more than \$25,000 per unit in Federal rehabilitation assistance, Recipients must complete the following:

1. Conduct lead based paint testing on the entire dwelling unit including deteriorated surfaces, friction and impact surfaces and all surfaces expected to be disturbed or replaced during rehabilitation activities.
2. Perform a lead-based paint risk assessment in the dwelling units receiving Federal assistance and in associated common areas and exterior painted surfaces in accordance with 24CFR35.1320(b) and EPA Renovator, Repair and Painting rules at 40 CFR Part 745 before rehabilitation begins.
3. Risk assessors must use standards for determining dust-lead hazards and soil-lead hazards that are at least as protective as those promulgated by the EPA at 40 CFR 745.227(h).
4. If lead testing indicates the presence of lead-based paint hazards, implement safe work practices during rehabilitation work in accordance with 24CFR35.1350 and EPA Renovator, Repair and Painting rules at 40 CFR Part 745 and abate any paint that is disturbed and all lead-based paint hazards.
5. After completion of any rehabilitation disturbing or abating painted surfaces, perform a clearance examination of the housing unit(s) in accordance with 24CFR35.1340.

### H. Lead Based Paint Inspections and Paint Testing

For projects requiring lead-based paint inspections and paint testing, Recipients must ensure that lead-based paint inspections and paint testing are performed in accordance with 40 CFR 745.324 or 40 CFR 745.227(b) and (h). For any paint inspections and paint testing on deteriorated paint surfaces or surfaces to be disturbed or replaced, Recipients must ensure that the paint inspection and paint testing is performed by an **EPA certified lead-based paint inspector or risk assessor**. Recipients must include the inspector or risk assessor's EPA

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certifications in the general program files and be made accessible for review by HUD and the Office of Community Renewal.

#### **I. Risk Assessments**

For projects requiring risk assessments, Recipients must ensure that risk assessments and lead-hazard screenings are performed in accordance with 40 CFR 745.227(c), (d), and (h). Risk assessors must use standards for determining dust-lead hazards and soil-lead hazards that are at least as protective as those promulgated by the EPA at 40 CFR 745.227(h). Recipients must ensure that lead-hazard screens are performed in accordance with 40 CFR 745.227(c). HUD strongly recommends that lead-based paint inspectors, risk assessors, and sampling technicians provide a plain-language summary of the results suitable for posting or distribution to occupants. Recipients must also be in compliance with HUD Risk Assessment requirements at 24 CFR 35.1320(b).

**Recipients are responsible for reviewing the risk assessment report.**

#### **J. Interim controls.**

Interim control measures include paint stabilization of deteriorated paint, treatments for friction and impact surfaces, dust control, and lead-contaminated soil control. When conducting interim controls, Recipients must ensure the following:

1. Only those interim control methods identified as acceptable methods in a current risk assessment report shall be used to control identified hazards.
2. Occupants of dwelling units where interim controls are being performed shall be protected during the course of the work in accordance with 24CFR35.1345.
3. Clearance testing shall be performed at the conclusion of interim control activities in accordance with 24CFR35.1340.
4. A person performing interim controls must be trained in accordance with the hazard communication standard for the construction industry issued by the Occupational Safety and Health Administration of the U.S. Department of Labor at 29 CFR 1926.59, and either be supervised by an individual certified as a lead-based paint abatement supervisor or have completed successfully an approved lead-safe work practices course.

#### **K. Abatement**

If a project meets the level of assistance that requires abatement of all interior lead hazards, abatement must be performed in accordance with 40 CFR 745.227(e) and must be completed by achieving clearance in accordance with 24CFR35.1340. If encapsulation or enclosure is used as a method of abatement, ongoing lead-based paint maintenance activities shall be performed in accordance

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with 24CFR35.1355. Abatement of an intact, factory-applied prime coating on metal surfaces is not required unless the surface is a friction surface.

### **L. Clearance**

Recipients that conduct any form of lead hazard control work must ensure that the work is completed, cleaned, and that the unit meets the clearance requirements as outlined in 40CFR745.227 and 24CFR35.1340.

### **M. Allowances for presumption of lead**

For Recipients which are undertaking well and septic replacement programs and that is the only activity that is undertaken, the OCR will allow presumption based on the following:

- Under 35.115(a)(8), “Any rehabilitation that does not disturb a painted surface” is exempt from the Rule. If no painted surface is disturbed by the scope of work, the Rule does not apply and no risk assessment is triggered, regardless of the cost.
- Well and septic activities and lateral connection assistance activities, with OCR prior approval, may qualify under this allowance, unless plumbing connections through painted surfaces are included in the scope of work.
- The “de minimis” exception in 35.1350(d) does not qualify the project as “exempt”. If any painted surface is disturbed or repaired, the Rule is triggered.
- Projects that involve well and septic or lateral connections only must clearly address this exception to the presumption standard in the approved Lead Based Paint Compliance Plan.

For Recipients which are undertaking any single housing rehabilitation project which results in a total project cost of less than \$5,000, the OCR **MAY** allow the presumption standard,

- In consultation with the OCR **PRIOR** to undertaking the activity.
- Further consultation with the assigned Community Developer may be warranted on a case-by-case basis.

### **N. Lead Based Paint Compliance Plan and Certification**

Effective June 1, 2014, the OCR will require Recipients of any CDBG housing assistance to submit Lead Based Paint Compliance Plan and a Lead Based Paint Compliance Plan Certification that will assist to further assure compliance with all applicable lead based paint regulations at 24 CFR Part 35 and 40 CFR Part 745, EPA rules as adopted by HUD.

To assist with this, the OCR has provided two Certification Forms:

1. Form 5-1 CDBG LBP Compliance Plan Certification Rehabilitation or
2. Homeownership/Acquisition Assistance with Rehabilitation
3. Form 5-2 CDBG LBP Compliance Plan Certification  
Homeownership/Acquisition Assistance (no rehabilitation of any form)

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Forms are available on the [OCR website](#). Lead Based Paint Plan and Certifications must be submitted prior to undertaking any housing activity that is subject to lead based paint compliance.

### III. CONSTRUCTION CONTRACT REQUIREMENTS

#### A. Introduction

The U.S. Department of Housing and Urban Development (HUD) and the State of New York are committed to assuring that NYS CDBG Recipients take positive steps to ensure equal access to housing, employment, public facilities/services, contracting and business opportunities, NYS CDBG benefits/services, and displacement protection. In addition to equal access, Recipients must affirmatively further fair housing and accessibility for persons with disabilities.

Recipients are responsible for implementing their projects in compliance with all state and federal laws and regulations regarding civil rights, fair housing, and equal opportunity. The grant agreement itself certifies that you will actively enforce the provisions of these statutes and regulations and develop strategies for addressing these requirements. To ensure compliance, attention to the civil rights, fair housing, and equal opportunity components of your NYS CDBG projects must be all-inclusive, from the project design phase to the final progress report.

Recipients and NYS CDBG funded contractors must:

1. demonstrate that they afford equal employment opportunities to all persons;
2. take affirmative steps to ensure that minority groups are informed of grant opportunities;
3. demonstrate that their program benefits are not awarded in ways that discriminate; and
4. take affirmative steps to promote fair and equal access to housing, regardless of the type of grant.

Recipients and all contractors on NYS CDBG projects must comply with civil rights regulations in the following five areas. Compliance in these areas should be documented during implementation of your NYS CDBG project in order to demonstrate a good faith effort to comply with federal civil rights requirements:

- Program Benefit (Section 3): efforts to ensure that economic opportunities arising through HUD-assisted projects are directed toward low- and very low-income residents living in the project area;
- Recipient Hiring and Employment Practices: the community's affirmative action plan and activities initiated to extend employment opportunities to minorities and women;
- Contractor Affirmative Action: actions by contractors and subcontractors to employ minorities and women;

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- Fair Housing: compliance with the federal mandate to administer all programs so as to affirmatively further housing availability and to prevent discrimination in federally assisted housing; and
- Accessibility: actions taken to ensure access by persons with physical and mental disabilities to federally assisted programs and activities.

#### **B. Section 3**

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency. The Section 3 program requires that recipients of certain HUD financial assistance, to the great extent feasible, provide job training, employment, and contracting opportunities for low- or very-low income residents and business concerns in connection with projects and activities in their neighborhood.

Section 3 residents are defined as:

- Residents of public housing, or,
- Low- or very-low income residents of the project area.

Section 3 business concerns are businesses that can provide evidence that they meet one of the following:

- Are 51 percent or more owned by Section 3 residents; or
- At least 30 percent of its full time, permanent employees include persons that are currently Section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents or
- A business who commits to award subcontracts in excess of 25 percent of the dollar award of all subcontracts to businesses that meet at least one of the qualifications for business concerns.

Section 3 requirements apply to the entire project or activity funded with NYS CDBG assistance, regardless of whether the project or activity is fully or partially funded with NYS CDBG assistance.

Section 3 requirements apply to recipients that are awarded NYS CDBG grants in excess of \$200,000 and contractors and subcontractors with construction contracts or subcontracts in excess of \$100,000 that are funded in part or whole with NYS CDBG funds.

If a recipient receives a NYS CDBG award in excess of \$200,000, but construction contracts do not exceed \$100,000, Section 3 requirements only apply to the Recipient.

Recipients whose projects do not fall under Section 3 are nonetheless encouraged to comply with the Section 3 preference requirements.

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Recipients, contractors and subcontractors must demonstrate compliance with the “greatest extent feasible” requirement of Section 3 by meeting the numerical goals set forth in 24 CFR Part 135.30 which are:

- 30% of the new hires be Section 3 residents;
- 10% of the total dollar amount of all Section 3 covered contracts in housing rehabilitation, housing construction and other public construction be awarded to Section 3 business concerns.

To aid in accomplishing the Section 3 requirements, Recipients should:

- Develop a list of Section 3 businesses and residents to be advised of opportunities for participation in project contracts or job opportunities. The Chamber of Commerce or similar business association in an area can often provide the names of eligible firms;
- Demonstrate compliance with Section 3 requirements by publishing a notice in the area newspaper before, as well as include in, advertising for construction bids. Such notices should be placed in publications having a circulation in the immediate area of the project. This will ensure that potential contractors are aware that whenever possible they should be hiring and buying locally, thus extending NYS CDBG benefits into the Recipient’s community;
- Include a notation of “An Equal Opportunity Employer” on your letterhead when it is used for NYS CDBG project-related correspondence;
- Include the following language in all requests for proposals, bid documents, contracts and sub-contracts: “The contractor will ensure that to the greatest extent feasible opportunities for training and employment arising in connection with this NYS CDBG-assisted project will be extended to lower-income project area residents. Further, the contractor will, to the greatest extent feasible, utilize business concerns located in or substantially owned by residents of the project area, in the award of contracts and purchase of services and supplies.”
- In addition to maintaining records of compliance, Recipients who meet the Section 3 thresholds, must report annually on their hiring and contracting with Section 3 residents. HCR’s Office of Fair Housing and Equal Opportunity (OFHEO) is responsible for distributing and collecting the Section 3 Reporting Form (available from <https://www.nyshcr.org/AboutUs/Offices/FairHousing/>). The data collected in these forms is also used to satisfy HCR’s annual reporting to HUD for compliance with Section 3 and MBE/WBE. Following the award and execution of the grant agreement, OFHEO will contact Recipients and provide the reporting instructions and forms that are intended to track Recipients efforts to comply with the Section 3 requirements.

#### **C. Recipient Hiring and Employment Practices**

Recipients are responsible for ensuring that individuals will not be discriminated against. They are required to establish affirmative action plans that promote equal employment opportunity by including data concerning the Recipient’s affirmative actions for equal employment opportunity, recruitment advertising, hiring,



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promotions, layoffs or terminations, pay, and recruitment for training. These plans must be consistent with federal and state EEO laws when applicable.

In order to meet Title VI obligations, several steps should be taken by the Recipient to increase employment opportunities for protected groups when hiring for the NYS CDBG program. Efforts should include advertisements in minority newspapers. Any employment advertisements could include the following statement, "The (Name of Recipient) is an Equal Opportunity Employer."

Employment recruitment records should include a summary of the number of applicants for each position relating to the NYS CDBG Program, and the number of applicants who are minorities, women, and handicapped persons. There should also be documentation by race, gender, and handicap of the number of persons interviewed and the reasons for the hiring decisions. In addition to the above, Recipients with more than 100 employees are required to provide the civil rights information on the [EEO4 form](#). This form must be maintained in the Recipients files and be available for review at the time of monitoring.

#### **D. Minority and Women's Business Enterprises**

Recipients must ensure that contractors take affirmative steps to ensure fair treatment in employment upgrading, transfer, recruitment, layoffs, rate of pay and selection for training. Recipients should encourage the prime contractors on their projects to utilize M/WBE firms to the maximum extent possible.

At a minimum, Recipients should establish and oversee a minority and women business outreach program that is designed to be:

- A good faith, comprehensive and continuing endeavor;
- Supported by a statement of public policy and commitment published in the electronic and print media of widest local circulation;
- Supported by an office and/or a key, ranking staff person with oversight responsibilities and access to the chief elected official; and
- Designed to utilize all available and appropriate public and private sector local resources.

The following guidelines should be used to provide assistance in implementing outreach programs to ensure the inclusions, to the maximum extent possible, of entities owned by minorities and women. Each participating Recipient should:

- Develop a systematic method for identifying and maintaining an inventory of certified minority and women's business enterprises (MBEs and WBEs) including their services, supplies and/or products offered;
- Utilize the local media, electronic and print, to market and promote contract and business opportunities for MBEs and WBEs;

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- Develop informational and documentary materials (fact sheets, program guides, procurement forecasts, etc.) on contract/subcontract opportunities for MBEs and WBEs;
- Develop procurement procedures that facilitate opportunities for MBEs and WBEs to participate as vendors and suppliers of goods and services;
- Sponsor business opportunity-related meetings, conferences, seminars, etc. with minority and women business organizations; and
- Maintain centralized records with statistical data on the utilization and participation of MBEs and WBEs as contractors/subcontractors in all HUD-assisted program contracting activities.

These above items represent basic outreach-related activities and are not all-inclusive actions a participating Recipient may undertake.

Under the terms of Executive Order 11246, NYS CDBG Recipients are required to:

1. Include the equal opportunity clause in all non-exempt federally-assisted contracts for more than \$10,000, as set forth in 202 of Executive Order 11246; and
2. Ensure that all federally-assisted construction contractors and subcontractors on a NYS CDBG-assisted construction project take affirmative actions to ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, or national origin.

The Empire State Development Corporation publishes a directory of minority and women-owned businesses and maintains a list of firms that have been certified through the State Certification Program. You may obtain a copy by contacting: Empire State Development Corporation, Affirmative Action Unit, 633 Third Avenue, 32<sup>nd</sup> Floor, New York, NY 10017, 212-803-3226

Recipients must report if contractors and sub contractors are a Minority and Women's Business Enterprise information as part of the Section 3 reporting requirements mentioned above. As with Section 3, following the award and execution of the grant agreement the Fair and Equitable Housing Office (FEHO) will contract you with reporting instructions and the Section 3 & M/WBE reporting form. The forms are intended to track the inclusion of M/WBE contractors on CDBG funded projects. FEHO's Section 3 and MBE/WBE forms are available on [HCR's website](#). Each Recipient must submit the Utilization of Section 3 Residents and Businesses form, and the respective Section 3 and M/WBE form.

#### **IV. PROJECT SIGNS**

OCR requires a project sign at the site of all construction projects which involve more than \$50,000 in NYS CDBG funds. The expense associated with meeting this

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requirement is an eligible expense and may be charged as a construction or an administrative expense.

#### **A. Sign Specifications**

##### Installation

1. Install sign at the site within one week of the start of construction.
2. Erect sign in a prominent location, secure from vandalism.

##### Materials

1. Signboard: 4' x 8', 3/4" plywood, MDO B-B EXT-APA.
2. Primer: As recommended by finish coat manufacturer for the substrate and finish material.
3. Lettering and striping shall be uniform with sharp, neat profiles.
4. "Optional Information" included on sign shall be visually subordinate to other information provided.
5. Supports: Treated D.F. posts.

##### Maintenance and Removal

1. Maintain the sign plumb and level for the duration of the work.
2. The sign must be removed from the property 60 days after final payment or project completion, whichever is later.

#### **B. Sign Design**

The sign design layout must follow the specifications available on the [HCR website](#).

#### **C. Sign Placement**

- With respect to placement, traffic control signs, regulatory, warning, and guide signs have a higher priority than OCR signage
- In no case, shall these signs be placed such that they obscure road users' view of other traffic control devices.
- OCR signs should be placed where they can be easily identified with the corresponding projects.
- If the placement of OCR signs conflicts with newly installed higher priority signs, or traffic signals, or temporary traffic control devices, or other priority devices, the sign should be relocated.
- Due to public safety concerns, OCR signs should not be allowed at the following locations:
  - On the front, back, adjacent to or around any traffic control device, including traffic signs, signals, changeable message signs, traffic control device posts or structures, or bridge piers.
  - At key decision points where a driver's attention is more appropriately focused on traffic control devices, roadway geometry, or traffic conditions. These locations include, but are not limited to exit and entrance ramps,

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intersections controlled by traffic signals or by stop or yield signs, highway-rail grade crossings, and areas of limited sight distance.

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#### **V. EXHIBITS**

##### **Labor Standards**

- 6-1 Preconstruction Conference Checklist
- 6-2 Federal Labor and Civil Rights Requirements
- 6-3 Volunteer Certification Form
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##### **Project Sign**

- 6-5 Sample Project Sign Specifications

##### **Lead –Based Paint**

- 6-6 Lead Based Paint Summary Notices
- 6-7 Dual Threshold Approach for Calculating Level of Rehabilitation Assistance
- 6-8 Implementing the Lead Based Paint Rule
- 6-9 Lead Based Paint References and Resources

##### **Other Resources**

- 6-10 Links to Applicable State & Federal Regulations
- 6-11 Links to Outside Agency Forms

## **CHAPTER 6 CONSTRUCTION REQUIREMENTS**

### **EXHIBIT 6-1**

#### **PRECONSTRUCTION CONFERENCE CHECKLIST**

##### **PRE-CONFERENCE PLANNING**

Identify and notify conference participants of the time and place of the preconstruction conference

Prepare the materials that will be needed for the conference

Organize the materials into individual packets for each conference participant

##### **PRECONSTRUCTION MODEL AGENDA**

Identify the official representatives of participating organizations and how they can be contacted for official roster

Identify the responsibilities of the architect or engineer if applicable

Identify the responsibilities of the Recipient (local government)

Identify the responsibilities of the contractor

General discussion of contract terms

Schedule for construction completion

Subcontractors

Project inspection (responsibilities of Recipient (local government), and architect or engineer)

Compliance with federal labor standards

- ✓ Contractor's Guide to Davis-Bacon Requirements and Certified Payroll Forms
- ✓ Davis-Bacon Act
- ✓ Contract Work Hours and Safety Standards Act
- ✓ Copeland "Anti-Kickback" Act

Compliance with civil rights regulations

- ✓ Executive Order 11246 as amended by Executive Order 11375
- ✓ Minority and Women-Owned Business Enterprises: Executive Order 12432
- ✓ Section 3 of the Housing and Urban Development Act of 1968

## **CHAPTER 6**

### **CONSTRUCTION REQUIREMENTS**

Notices that are required to be posted

- ✓ Department of Labor's Notice to Employees Working on Federal or Federally Financed Construction Projects
- ✓ Appropriate Wage Determination
- ✓ New York State Department of Commerce's Equal Employment Opportunity Poster
- ✓ Department of Labor's Job Safety and Health Protection Poster

Forms the Contractor must submit

- ✓ Certified Payroll Forms (WH-347) or equivalent
- ✓ Statement of Compliance with Labor Standards and Prevailing Wage Requirements (WH-348)
- ✓ Names of all persons authorized to sign payrolls
- ✓ Names of all subcontractors
- ✓ Semi-Annual Labor Standards Enforcement Report (HUD 4710)

Forms to be signed at pre-construction meeting

- ✓ Contractor's Receipt of Required Program Materials

Materials to be provided to designated Labor Standards Compliance Officer

## CHAPTER 6 CONSTRUCTION REQUIREMENTS

### EXHIBIT 6-2

#### FEDERAL LABOR AND CIVIL RIGHTS REQUIREMENTS

The Recipient should include the following information concerning federal labor standards and civil rights compliance during preconstruction conferences for construction projects involving NYS CDBG funds.

##### **A. WAGE DETERMINATION AND EMPLOYEE CLASSIFICATION**

**Davis-Bacon Act is applicable to all construction contracts awarded by Recipients in excess of \$2,000. The rehabilitation of seven or fewer residential units under one contract is exempt from this requirement.**

1. Laborers, mechanics, apprentices, and trainees must receive no less than the prevailing wages, plus fringe benefits paid for similar work in the locality.
  - a. Workers are covered by the Davis-Bacon Act while working at the site, transporting materials to and from the site and manufacturing or furnishing articles, supplies, or equipment on-site.
  - b. Apprentices or trainees may be paid less than journeyman wages if they are enrolled in an apprenticeship or training program approved by the U.S. Department of Labor (or State Apprentice Council recognized by the Department of Labor's Employment and Training Administration).
2. If the contractor needs laborers or mechanics whose classifications do not appear on the wage determination, Recipient's designated Labor Standards Officer must make a request for an appropriate classification to the U.S. Department of Labor.
3. Employees or supervisors working at other than their assigned classifications for 20 percent or more of their time must be paid and shown on the payrolls for each classification or, paid for all hours at the higher wage scale.
4. If the wage determination lists fringe benefits, the contractor must either provide them or pay the hourly equivalent in cash, in addition to the predetermined basic wage.
5. Claims and disputes including resolutions must be reported immediately to your OCR Community/Economic Developer and to the U.S Department of Housing and Urban Development (HUD), Labor Relations Office. HUD may be called upon by the State to investigate and settle claims and disputes, or may enter of their own volition if the need arises.
6. Laborers and mechanics must be paid no less than once per week.



## **CHAPTER 6 CONSTRUCTION REQUIREMENTS**

### **B. WORK HOURS, OVERTIME, AND SAFETY STANDARDS**

**Contract Work Hours and Safety Standards Act, as amended, is applicable to all contracts awarded by local Recipients in excess of \$2,000 for construction projects employing mechanics or laborers.**

1. Forty hours is the standard work week.
2. One and one-half times the basic hourly rate of pay, exclusive of fringe benefit payments, must be paid for all hours over forty in a work week.
3. No worker shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to health and safety.

### **C. DEDUCTIONS**

**Copeland “Anti-Kickback” Act is applicable to any federally assisted contract subject to Davis-Bacon standards.**

1. Full wages earned must be paid.
2. Permissible deductions include medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, unemployment benefits, life insurance, or accident insurance, vacation or holiday pay, and defraying costs of apprenticeship or similar programs.

### **D. CONTRACTOR REPORTING REQUIREMENTS**

**In conjunction with the previously described labor and civil rights requirements the contractor is required to periodically submit several forms to the Recipient’s designated Labor Standards Officer. The prime contractor is fully responsible for providing all reports required from subcontractors.**

1. Each contractor (prime and sub) must submit (through the prime contractor) Certified Payroll Forms (WH-347) for each week of work from the time the project begins through completion. If the contractor prefers to use a form other than WH-347, it must contain identical information. Weekly payrolls should be numbered sequentially and be submitted to the Recipient no later than seven days following the end of the pay period.

Contractors are urged to use the U.S. Department of Labor (DOL), Payroll Form WH-347. Contractors may also use and furnish computerized weekly payrolls in lieu of the standard Payroll Form WH-347, if the basic information contained on the WH-347 is provided and the contractor includes signed certification for each payroll by using the “Statement of Compliance” Form WH-348. The text of the “weekly statement with respect to the payment of wages,” which is required by regulations of the U.S. Secretary of Labor, appears on the reverse side of this form.

## **CHAPTER 6**

### **CONSTRUCTION REQUIREMENTS**

Weekly Payroll Report Forms, WH-347 and WH-348 not only contain samples of these forms but examples and instructions for the contractor to follow for completing and filing them on the project. For example, the Recipient should be aware that weekly payroll reports are also required from subcontractors identified as “working owners.” A “sole-proprietor” who performs work on the project, must still submit weekly payrolls showing himself or herself as “owner,” the work classification and the daily and total hours worked.

The payroll forms may be ordered from the Superintendent of Documents, Government Printing Office, Washington, D.C. 80402 or may be obtained from <http://www.dol.gov/whd/forms/wh347.pdf>. Contractors may also make copies of these forms and use them if they wish.

2. A completed Statement of Compliance with Labor Standards and Prevailing Wage Requirements must be submitted with each Certified Payroll Form. Certified payrolls must be submitted for each week that work is done on the project. Final payrolls shall be identified accordingly. If no work is performed on the project during a given period, on the next performance payroll, state: “No work performed from pay period ending (date) through (date).” The Statement of Compliance appears on the back of form WH-347 or as form WH-348 if WH-347 is not used.
3. For compliance with the New York State Labor Law, all contractors and sub-contractors will submit to the Recipient within 30 days after issuance of its first payroll, and every thirty days thereafter, a transcript of the original payroll record.
4. The first week after work on the project begins the Recipient’s designated Labor Standards Officer should be supplied with the names of anyone (other than owner or officer) who is authorized to sign payrolls for each contractor (prime and sub).
5. The prime contractor should supply the Recipient’s designated Labor Standards Officer with the names of all subcontractors working on the project prior to the preconstruction conference. Each subcontractor may then be informed of the conference. The names of any new subcontractors must be supplied immediately after they begin work on the project.
6. In accordance with E.O. 11246 each contractor (prime and sub) engaged in work totaling \$10,000 or more is required to submit a Minority Contract Reporting Form, as well as any documentation regarding affirmative action efforts to the local Recipient (Exhibit 5-I-8 is a sample Contract Reporting Form).
7. Working Subcontractors – Contractual relationships between contractors and alleged subcontractors (who perform mechanic’s work), which are formed for the purpose of evading the application of prevailing wage requirements, are expressly prohibited and may provide a basis for debarment. Where there is any doubt as

## CHAPTER 6 CONSTRUCTION REQUIREMENTS

to the bona-fide nature of a self-employed subcontractor who has no other employees, the following must be checked:

- a. Does the subcontractor have a registered trade name and is there a telephone listing under that name?
- b. Does the subcontractor have a license?
- c. Does the subcontractor have liability insurance or a subcontractor's bond?
- d. Does the subcontractor have a Federal Tax Identification Number?

Any of these criteria in conjunction with a signed contract containing HUD Federal Labor Standards Provisions from each such subcontractor should be sufficient to establish that he or she is a bona-fide subcontractor. Such a subcontractor will submit payrolls indicating only that he/she is the owner, the hours worked and the classification. The phrase "self-employed owner" shall be written under the name, address, and Social Security Number. Non-bona fide, self-employed subcontractors must be carried as employees on the payroll of the contractor who engaged him/her and must be paid the prevailing wage rate for the classification of work performed.

Semi-annual reporting is also required for labor standard enforcement. The Recipient is required to report on the form provided in Exhibit 5-4 information regarding any/all contracts subject to Davis-Bacon, any/all reports of labor issues including; the filing of any complaints with the HUD Labor Relations Office, or the Department of Labor by employer and project name. Wage restitution and/or liquidated damaged data must be collected be reported on this form.

### **E. JOB SITE NOTICES**

**The prime contractor is required to post the following notices in a manner that is conspicuous to all workers engaged in the construction project:**

1. Notice to Employees Working on Federal or Federally Financed Construction Projects (WH 1321);

Direct links to the English and Spanish versions of this new poster are:

(WH-1321) Davis-Bacon Poster (English):

<https://www.dol.gov/whd/regs/compliance/posters/fedprojc.pdf>

(WH-1321) Davis- Bacon Poster (En Español):

<https://www.dol.gov/whd/regs/compliance/posters/davispan.pdf>

2. Wage determination or a statement of all wage rates and supplements as specified in the contract. The statement of wage rates must be labeled "Prevailing Rate of Wages";

## **CHAPTER 6**

### **CONSTRUCTION REQUIREMENTS**

3. Equal Employment Opportunity poster;
4. Job Safety and Health Protection poster.

#### **F. MONITORING AND SANCTIONS**

**The Recipient's designated Labor Standards Officer is responsible for monitoring the construction project to assure compliance with all relevant labor and civil rights requirements.**

1. On-site inspections must be conducted by the Recipient's Labor Standards Officer to ensure that required notices are posted.
2. Weekly payroll reports of the prime contractor and all subcontractors must be examined by the Recipient's Labor Standards Officer to ensure compliance with labor standards.
3. At least once per month the Recipient's Labor Standards Officer must conduct interviews with construction employees of the prime contractor and subcontractors. The interviews should be scheduled early into the first month of construction to assure initial compliance with labor standards, and on shorter projects, conducted midway towards completion. A representative of each classification of mechanic and laborer, and at least 10 percent of the work force should be interviewed.
4. Violations of the Davis-Bacon and related acts may result in restitution of wages to employees, suspension of the project payment, contract termination, and/or suspension or debarment of the contractor or subcontractor.
5. Violation of the Contract Work Hours and Safety Standards Act makes contractors liable for unpaid wages and for liquidated damages to the federal government in the sum of \$10.00 per worker per day for each violation. Intentional violations are a federal misdemeanor, punishable for each and every offense by a fine of not more than \$1,000 or by imprisonment for not more than 6 months, or both.
6. Violations of the Copeland Act could be the basis for contract termination and could result in criminal prosecution by the federal government.

#### **G. CONTRACTOR AFFIRMATIVE ACTION**

**Executive Order 11246, as amended by Executive Order 11375, requires nondiscrimination in employment under federally assisted contracts and requires affirmative action to ensure equality of opportunity in all aspects of employment.**

## **CHAPTER 6 CONSTRUCTION REQUIREMENTS**

The prime contractor and all subcontractors must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, or national origin.

**Disadvantaged Business Enterprises: Executive Order 12432 establishes the development of Disadvantaged Business Enterprises (DBEs) as a national priority.**

1. The Recipient should supply a list of area DBE's that the prime contractor can use for contacting such businesses.
2. In cases where subcontracts are still available, the prime contractor must make and document a good faith effort to contact qualified DBE's.

**Section 3 of the Housing and Urban Development Act of 1968 provides that to the extent feasible, opportunities for training and employment must be given to lower-income residents of NYS CDBG assisted project areas, and that contracts for work in connection with such projects be awarded to business concerns which are located in, or are owned in substantial part, by "project area" residents.**

The Recipient should inform the contractor of this requirement. The "project area" is defined as the county in which the project takes place.

**HUD Administrative Requirements for Grants, 24 CFR part 85.36, establishes procurement standards to be followed in federal assistance programs.**

Whenever possible, small, minority and women-owned businesses should be solicited as potential sources of supplies, construction and services.

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**CONSTRUCTION REQUIREMENTS**

**EXHIBIT 6-3**

**VOLUNTEER CERTIFICATION FORM**

FOR VOLUNTEER CONSTRUCTION WORKERS ON  
COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS

I, \_\_\_\_\_ do hereby attest to and certify the following regarding the  
(Print Name)

\_\_\_\_\_ located at \_\_\_\_\_, in  
(Name of Project) (Address)

\_\_\_\_\_, \_\_\_\_\_:  
(City) (State)

1. I am not now receiving nor will I receive wages to perform any type of construction work on the above named project.
2. I agree to report to the designated official the dates, number of hours, and the work I performed on the above named project.
3. I understand I am volunteering my services on this project and will not receive monetary or other remuneration for my services.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

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**CONSTRUCTION REQUIREMENTS**

**EXHIBIT 6-4**

**CONTRACTOR'S RECEIPT OF REQUIRED PROGRAM MATERIALS**

(Local Government) \_\_\_\_\_

(Project) \_\_\_\_\_

Preconstruction Meeting

(Date) \_\_\_\_\_

On (date) \_\_\_\_\_, we, the undersigned, attended the preconstruction meeting for the (local government's) \_\_\_\_\_(project)\_\_\_\_\_. At the meeting, we acknowledge receiving the following information:

1. Federal Labor Standards
  - Wage Determination and Employee Classification
  - Work Hours, Overtime and Safety Standards
2. Contractor Reporting Requirements
  - Contractor's Guide to Davis-Bacon Requirements and Certified Payroll Reports
  - Certified Payroll Forms
  - Payroll Information
3. Compliance with Civil Rights Regulations
4. Job Site Notices
  - Notice to Employees
  - Equal Employment Opportunity
  - Job Safety and Health Protection
  - Current Davis-Bacon Wage Determination, Decision #  
\_\_\_\_\_
5. Other

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

## **EXHIBIT 6-5**

### **PROJECT SIGN SPECIFICATIONS**

The sign design layout must follow the specifications available on the HCR website, <https://hcr.ny.gov/hcr-sign-specifications>.

Please contact your OCR Community Developer for further guidance.



## EXHIBIT 6-6

### LEAD BASED PAINT SUMMARY NOTICES

#### Summary Notice of Lead-Based Paint Inspection

Address/location of property or structure(s) this summary notice applies to \_\_\_\_\_

Lead-based paint inspection description: \_\_\_\_\_

Date(s) of inspection: \_\_\_\_\_

Summary of inspection results (check all that apply)

- (a) \_\_\_\_ No lead-based paint was found.
- (b) \_\_\_\_ Lead-based paint was found.
- (c) \_\_\_\_ A brief summary of the findings of the inspection is provided below (required if lead-based paint found).

Summary of where lead-based paint was found. List at least the housing unit numbers and common areas (for multi-family housing), and building components (including type of room or space, and the material underneath the paint):

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Contact person for more information about the inspection:

Printed name: \_\_\_\_\_

Organization: \_\_\_\_\_

Street and city: \_\_\_\_\_

State: \_\_\_\_ ZIP: \_\_\_\_\_

Phone number: (\_\_\_\_) \_\_\_\_\_

Person who prepared this summary notice:

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Organization: \_\_\_\_\_

Street and city: \_\_\_\_\_

State: \_\_\_\_ ZIP: \_\_\_\_\_

Phone number: (\_\_\_\_) \_\_\_\_\_

## Summary Notice of Lead-Based Paint Risk Assessment

Address/location of property or structure(s) this summary notice applies to \_\_\_\_\_

Lead-based paint assessment description: \_\_\_\_\_

Date(s) of risk assessment: \_\_\_\_\_

Summary of risk assessment results (check all that apply)

- (a) \_\_\_\_\_ No lead-based paint hazards were found.
- (b) \_\_\_\_\_ Lead-based paint hazards were found.
- (c) \_\_\_\_\_ A brief summary of the findings of the risk assessment is provided below (required if any lead-based paint hazards were found).

Summary of types and locations of lead-based paint hazards. List at least the housing unit numbers and common areas (for multifamily housing), bare soil locations, dust-lead locations, and/or building components (including type of room or space, and the material underneath the paint), and types of lead-based paint hazards found:

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Contact person for more information about the risk assessment:

Printed name: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Street and city: \_\_\_\_\_  
State: \_\_\_\_\_ ZIP: \_\_\_\_\_  
Phone number: (\_\_\_\_) \_\_\_\_\_

Person who prepared this summary notice:

Printed name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Street and city: \_\_\_\_\_  
State: \_\_\_\_\_ ZIP: \_\_\_\_\_  
Phone number: (\_\_\_\_) \_\_\_\_\_

## Summary Notice of Completion of Lead-Based Paint Hazard Reduction Activity

Address/location of property or structure(s) this summary notice applies to \_\_\_\_\_

Summary of the hazard reduction activity: \_\_\_\_\_

Start and completion date(s): \_\_\_\_\_

Activity locations and types. List at least the housing unit numbers and common areas (for multi-family housing), bare soil locations, dust-lead locations, and/or building components (including type of room or space, and the material underneath the paint), and types of hazard reduction activities performed at the locations listed \_\_\_\_\_

Date(s) of clearance testing and/or soil analyses: \_\_\_\_\_

Locations of building components with lead-based paint remaining in the rooms, spaces or areas where activities were conducted \_\_\_\_\_

Summary of results of clearance testing and soil analyses

- (a) \_\_\_\_\_ No clearance testing was performed.
- (b) \_\_\_\_\_ Clearance testing showed clearance was achieved.
- (c) \_\_\_\_\_ Clearance testing showed clearance was not achieved.

Contact person for more information about the hazard reduction:

Printed name: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Street and city: \_\_\_\_\_  
State: \_\_\_\_\_ ZIP: \_\_\_\_\_  
Phone number: (\_\_\_\_) \_\_\_\_\_

Person who prepared this summary notice:

Printed name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Street and city: \_\_\_\_\_  
State: \_\_\_\_\_ ZIP: \_\_\_\_\_  
Phone number: (\_\_\_\_) \_\_\_\_\_

## EXHIBIT 6-7

### CALCULATING THE LEVEL OF FEDERAL REHABILITATION ASSISTANCE

Step 1. Determine the average Federal housing assistance per assisted unit. (For multi-family units, divide total by the number of assisted units.)

Step 2. Determine the rehabilitation hard costs for the unit. Exclude soft costs and costs that are solely attributable to the lead hazard control work.

Step 3. Use the lesser amount to determine the level of rehabilitation assistance for purposes of determining the lead hazard evaluation, work and clearance required.

See the Grant Administration Manual, Section V.F. for further explanation of these steps.

	Project	Average Per Assisted Unit
<b>Step 1. Federal Housing Assistance</b>		
CDBG Funds		
HOME Funds		
Other HUD Funds (list:		
Other Federal Housing Assistance (list:		
<b>Average Federal Housing Assistance (per assisted unit)</b>		
<b>Step 2. Hard Cost of Rehabilitation</b>		
Total estimated Rehabilitation Hard Costs		
Exclude: Costs of LBP hazard control work (list items)		
<b>Average Hard Cost of Rehabilitation (per assisted unit)</b>		
<b>Step 3. Federal Rehabilitation Assistance (per assisted unit)</b>		
Select the <u>lesser of Steps 1 &amp; 2 calculations</u> (per assisted unit) and check applicable category below		
If less than or equal to \$5,000 per unit: <ul style="list-style-type: none"> <li>▪ Test surfaces to be disturbed or presume LBP with OCR concurrence</li> <li>▪ Follow Safe Work Practices on disturbed surfaces</li> <li>▪ Clean &amp; clear immediate work site with lab-tested dust wipes</li> </ul>		<input type="checkbox"/>
If above \$5,000 but less than \$25,000 per assisted unit: <ul style="list-style-type: none"> <li>▪ Conduct risk assessment of unit</li> <li>▪ Follow 35.1340 interim controls for all hazards</li> <li>▪ Clean &amp; clear entire unit</li> </ul>		<input type="checkbox"/>
If more than \$25,000 per assisted unit:		<input type="checkbox"/>

<ul style="list-style-type: none"> <li>▪ Conduct risk assessment of assisted unit &amp; common areas</li> <li>▪ Abate interior hazards (interim controls permitted for exterior)</li> <li>▪ Clean &amp; clear entire unit</li> </ul>		
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**EXHIBIT 6-8**  
**IMPLEMENTING THE LEAD BASED PAINT RULE**

- 1) Are the property(ies) exempt from the regulation?
  - a) Construction completed after 1/1/78?
  - b) 0 BR unit(s)?
  - c) Elderly/disabled only?
  - d) Certified LBP Free or Abated?
  - e) Unoccupied pending demo?
  - f) Non-residential?
  - g) Rehab not disturbing paint?
  - h) Emergency action?
- 2) What kind of project is being assisted with CDBG?
  - a) Rehabilitation (Subpart J)
  - b) Homebuyer Assistance (Subpart K)
  - c) Other Acquisition Assistance (Subpart K)
- 3) What evaluation method is required?
  - a) Activity type
    - i) Rehabilitation less than \$5,000 Federal-Testing disturbed surfaces
    - ii) Rehab over \$5,000- Risk Assessment
    - iii) Homebuyer/Acquisition Assistance -Visual Assessment
  - b) Who will provide evaluation (and is training/certification needed)?
  - c) What is the estimated cost per unit?
- 4) What disclosure will be required and who is responsible?
  - a) Pamphlet
  - b) Tenant/Buyer notice of know LBP and hazards
  - c) Evaluation results (risk assessments & testing)
  - d) Hazard control results (if clearance)
- 5) If rehab, who will do the scope of work
  - a) Rehab scope
  - b) Hazard control scope
  - c) Integration of scopes (if applicable)
  - d) Is there an estimated range of cost for anticipated hazard control activities?
- 6) Who will do the hazard control work?

- a) Work level
    - i) Paint stabilization
    - ii) Interim controls
    - iii) Abatement
  - b) Is there an adequate supply of workers/contractors qualified?
  - c) How will qualifications be determined?
  - d) What additional training is needed?
- 7) How will the hazard control work be monitored?
- a) Type of monitoring of work practices and interim controls
  - b) Training required
- 8) Who will be responsible for clearance of hazard control work?
- a) Contract assessors/inspectors
  - b) Staff assessors/inspectors/sampling technicians
  - c) Estimated cost of clearance per unit
- 9) What records will be maintained?
- a) Evaluation method/results
  - b) Scope of work and contract
  - c) Hazard control work monitoring records
  - d) Clearance)
- 10) Will ongoing monitoring be required (and who will do it)?
- a) If rental acquisition assistance, annual visual assessment
  - b) If rental rehab, annual visual assessment recommended

## **EXHIBIT 6-9**

### **LEAD BASED PAINT REFERENCES AND RESOURCES**

The following website links will provide additional information regarding the lead based paint regulations.

**HUD:** [http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/healthy\\_homes](http://portal.hud.gov/hudportal/HUD?src=/program_offices/healthy_homes)

**Center for Healthy Housing:** <http://www.nchh.org/>

**EPA:** <http://www2.epa.gov/lead>

**Community Connections:** <https://www.onecpd.info>

**State Department of Health:** <http://www.health.ny.gov/>



## EXHIBIT 6-10

### LINKS TO APPLICABLE STATE AND FEDERAL REGULATIONS

#### **Labor Standards:**

Federal Labor Standards Provisions (HUD 4010 Form):

<https://www.hud.gov/sites/documents/4010.PDF>

New York State Labor Standards:

<https://labor.ny.gov/workerprotection/publicwork/PWGenLawRegs.shtm>

Semi Annual Labor Standard Report to be submitted by Housing Agency (HUD 4710)

[https://www.hud.gov/program\\_offices/davis\\_bacon\\_and\\_labor\\_standards/olrform](https://www.hud.gov/program_offices/davis_bacon_and_labor_standards/olrform)

#### **Conflict of Interest:**

Conflict of Interest Regulations (24CFR570.611)

[http://edocket.access.gpo.gov/cfr\\_2010/aprqrtr/pdf/24cfr570.611.pdf](http://edocket.access.gpo.gov/cfr_2010/aprqrtr/pdf/24cfr570.611.pdf)

#### **Displacement, Relocation and Acquisition:**

Uniform Relocation Act (40CFR Part 24):

<https://www.law.cornell.edu/cfr/text/49/part-24>

Real Estate Acquisition and Relocation Policy and Guidance (HUD Handbook 1378):

[https://www.hud.gov/program\\_offices/administration/hudclips/handbooks/cpd/13780](https://www.hud.gov/program_offices/administration/hudclips/handbooks/cpd/13780)

#### **Lead Based Paint:**

Lead Based Paint Disclosure Rule:

[https://www.hud.gov/sites/documents/DOC\\_25483.PDF](https://www.hud.gov/sites/documents/DOC_25483.PDF)

Lead Safe Housing Rule:

[https://www.hud.gov/sites/documents/DOC\\_12311.PDF](https://www.hud.gov/sites/documents/DOC_12311.PDF)

Renovation Repair and Painting Rule:

<https://www.govinfo.gov/content/pkg/FR-2008-04-22/pdf/E8-8141.pdf>

HUD Lead Based Paint Field Guide:

[https://www.hud.gov/sites/documents/DOC\\_11878.PDF](https://www.hud.gov/sites/documents/DOC_11878.PDF)

#### **Property Management:**

Property Management and Acquisition (24CFR570.505)

<http://www.gpo.gov/fdsys/pkg/CFR-2010-title24-vol3/pdf/CFR-2010-title24-vol3-sec570-505.pdf>

**Civil Rights:**

Section 3 Regulations:

<https://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&SID=8eb3688ebc1cf9df1e132f2152971777&rgn=div5&view=text&node=24:1.2.1.2.10&idno=24>

**Equal Opportunity Requirements:**

Title VI of the Civil Rights Act of 1964

[www.justice.gov/crt/grants\\_statutes/titlevi.txt](http://www.justice.gov/crt/grants_statutes/titlevi.txt)

Section 109 of Title I of the Housing and Community Development Act

<https://www.hud.gov/programdescription/sec109>

Minority and Women's Business Enterprises Requirements 2 CFR 200.321

<https://www.law.cornell.edu/cfr/text/2/200.321>

Executive Order 11246

<https://www.dol.gov/ofccp/regs/statutes/eo11246.htm>

**Fair Housing Requirements:**

Fair Housing Act

<https://www.justice.gov/crt/fair-housing-act-2>

**Accessibility and Section 504 Requirements:**

Section 504 of the Rehabilitation Act of 1979

<https://www.dol.gov/oasam/programs/crc/sec504.htm>

Title II of the American's with Disabilities Act of 1990

[https://www.ada.gov/regs2010/titleII\\_2010/titleII\\_2010\\_regulations.htm](https://www.ada.gov/regs2010/titleII_2010/titleII_2010_regulations.htm)

Architectural Barriers Act of 1968

<http://www.access-board.gov/the-board/laws/architectural-barriers-act-aba>

Executive Order 11063

<https://www.law.cornell.edu/cfr/text/24/part-107>

**Limited English Proficiency Requirements**

Executive Order 13166

<https://www.lep.gov/13166/eo13166.html>

## EXHIBIT 6-11

### LINKS TO OUTSIDE AGENCY FORMS

#### Labor Standards

Request for Additional Classification and Wages (HUD 4230A):

[https://www.hud.gov/program\\_offices/davis\\_bacon\\_and\\_labor\\_standards/olrform](https://www.hud.gov/program_offices/davis_bacon_and_labor_standards/olrform)

Record of Employee Interview (HUD 11):

[https://www.hud.gov/program\\_offices/davis\\_bacon\\_and\\_labor\\_standards/olrform](https://www.hud.gov/program_offices/davis_bacon_and_labor_standards/olrform)

Payroll Forms (WH347): <http://www.dol.gov/whd/forms/wh347.pdf> and Form Instructions:

<https://www.dol.gov/whd/forms/wh347instr.htm>

Davis-Bacon Poster:

<http://www.dol.gov/whd/regs/compliance/posters/fedprojc.pdf>

Equal Employment Opportunity Poster and Required Supplement:

<http://www1.eeoc.gov/employers/poster.cfm>

Occupational Health and Safety Administration Job Safety and Health Poster:

<https://www.osha.gov/Publications/poster.html>

#### Displacement, Relocation and Acquisition

“When a Public Agency Acquires Your Property” brochure:

<https://www.hudexchange.info/programs/relocation/publications/>

#### Lead Based Paint

“Protect Your Family from Lead in Your Home” brochure:

<http://www.epa.gov/lead/pubs/leadpdf.pdf>

**“EPA Renovate Right”** pamphlet

<http://www2.epa.gov/lead/lead-safe-certified-guide-renovate-right>

Sample Lead Based Paint Disclosure Form for Sale of Housing:

[https://www.hud.gov/sites/documents/DOC\\_12343.PDF](https://www.hud.gov/sites/documents/DOC_12343.PDF)

Sample Lead Based Paint Disclosure Form for Rental of Housing:

<https://www.ncagr.gov/property/documents/LeadBasedPaintDisclosure-Rental.pdf>

#### Civil Rights

##### Section 3

Section3 Brochure:

[https://www.hud.gov/program\\_offices/fair\\_housing\\_equal\\_opp/section3/section3brochure](https://www.hud.gov/program_offices/fair_housing_equal_opp/section3/section3brochure)

## Fair Housing

Fair Housing Brochure:

[https://www.hud.gov/program\\_offices/fair\\_housing\\_equal\\_opp/marketing](https://www.hud.gov/program_offices/fair_housing_equal_opp/marketing)

Fair Housing Poster:

[https://www.hud.gov/program\\_offices/fair\\_housing\\_equal\\_opp/marketing](https://www.hud.gov/program_offices/fair_housing_equal_opp/marketing)

AFFH Guidebook

<https://www.hudexchange.info/resources/documents/AFFH-Rule-Guidebook.pdf>

Fair Housing Assessment Tools

<https://www.hudexchange.info/programs/affh/resources/#assessment-tools>

## Accessibility and Section 504

ADA Guide for Small Towns

<http://www.ada.gov/smtown.htm>

ADA Title II Technical Assistance Manual:

<http://www.ada.gov/taman2.html>

ADA Coordinator, Notice & Grievance Procedure: Administrative Requirements Under Title II of the ADA:

<http://www.ada.gov/pcatoolkit/chap2toolkit.htm>

## Limited English Proficiency

Language Assistance and Self Assessment Planning Tool

<https://www.lep.gov/resources/selfassesstool.pdf>

**NYS PREVAILING WAGE RATE  
SCHEDULE**

**EFFECTIVE 7/1/2020 - 6/31/2021**

## Introduction to the Prevailing Rate Schedule

### Information About Prevailing Rate Schedule

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

#### Classification

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

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

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

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

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

#### Payrolls and Payroll Records

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

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

#### Paid Holidays

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

#### Overtime

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

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

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

#### Supplemental Benefits

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

#### Effective Dates

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

#### Apprentice Training Ratios

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

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

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

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

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

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

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

**Essex County General Construction**

**Boilermaker**

**01/01/2021**

**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

07/01/2020

Boilermaker \$ 38.59

**SUPPLEMENTAL BENEFITS**

Per hour

07/01/2020

Journeyman \$ 24.81  
+ 1.24\*

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

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 15, 25) on HOLIDAY PAGE

Note: When a holiday falls on Sunday, the day observed by the State or Nation shall be observed, and when Christmas Day and New Year's fall on Saturday, Friday will be observed as the holiday.

**REGISTERED APPRENTICES**

Wages per hour

( 1/2 ) year terms at the following percentage of Journeyman's wage.

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

Supplemental Benefits per hour

07/01/2020

1st	2nd	3rd	4th	5th	6th	7th	8th
18.60	18.60	19.50	20.37	21.26	22.15	23.04	23.92
+1.24*	+1.24*	+1.24*	+1.24*	+1.24*	+1.24*	+1.24*	+1.24*

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

1-197

**Carpenter - Building**

**01/01/2021**

**JOB DESCRIPTION** Carpenter - Building

**DISTRICT 2**

**ENTIRE COUNTIES**

Clinton, Essex, Franklin

**WAGES**

Per hour:

07/01/2020

Carpenter \$ 27.57  
Floor Coverer 27.57  
Carpet Layer 27.57  
Dry-Wall 27.57  
Diver-Wet Day 61.25  
Diver-Dry Day 28.57  
Diver Tender 28.57

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

- Pile Drivers/Dock Builders shall receive \$0.25 per hour over the journeyman's rate of pay when performing piledriving/dock building work.



- Certified welders shall receive \$1.00 per hour over the journeyman's rate of pay when the employee is required to be certified and performs DOT or ABS specified welding work
- When an employee performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require employees to be furnished and use or wear required forms of personal protection, then the employee shall receive his regular hourly rate plus \$1.50 per hour.
- Depth pay for Divers based upon deepest depth on the day of the dive (per diem payment):
  - 0' to 80' no additional fee
  - 81' to 100' additional \$.50 per foot
  - 101' to 150' additional \$.75 per foot
  - 151' and deeper additional \$1.25 per foot
- Penetration pay for Divers based upon deepest penetration on the day of the dive (per diem payment):
  - 0' to 50' no additional fee
  - 51' to 100' additional \$.75 per foot
  - 101' and deeper additional \$1.00 per foot
- Diver rates applies to all hours worked on dive day.

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

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

#### **SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 21.49

#### **OVERTIME PAY**

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

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

#### **HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

#### **REGISTERED APPRENTICES**

ALL APPRENTICES indentured prior to 01/01/2016

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:

\$ 11.71	\$ 11.71	\$ 14.31	\$ 14.31
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CARPENTER APPRENTICES indentured after 01/01/2016

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

1st	2nd	3rd	4th	5th
50%	60%	65%	70%	80%

Supplemental Benefits per hour:

\$ 11.71	\$ 11.71	\$ 14.31	\$ 14.31	\$ 14.31
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PILEDRIVER/DOCK BUILDER APPRENTICES indentured after 01/01/2016

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

1st	2nd	3rd	4th
50%*	60%*	70%*	80%*

\*Pile Driver/Dock Builder apprentices shall receive an additional \$0.25 per hour worked when performing piling/dock building work.

Supplemental Benefits per hour:

\$ 11.71	\$ 11.71	\$ 14.31	\$ 14.31
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LINOLEUM, RESILIENT TILE, AND CARPET LAYER APPRENTICES indentured after 01/01/2016

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

1st	2nd	3rd	4th
50%	60%	70%	80%

Supplemental Benefits per hour:

\$ 11.71	\$ 11.71	\$ 14.31	\$ 14.31
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ADDITIONAL AMOUNTS PAID PER HOUR WORKED TO APPRENTICES FOR SPECIFIC TYPES OF WORK PERFORMED:

- Certified welders shall receive \$1.00 per hour over the apprentices rate of pay when the apprentice is required to be certified and performs DOT or ABS specified welding work
- When an apprentice performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require the apprentice to be furnished and use or wear required forms of personal protection, then the apprentice shall receive his regular hourly rate plus \$1.50 per hour.

2-291B-Cli

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**Carpenter - Building / Heavy&Highway****01/01/2021****JOB DESCRIPTION** Carpenter - Building / Heavy&Highway**DISTRICT 2****ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

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

**WAGES**

Wages per hour:	07/01/2020	07/01/2021 Additional
Carpenter - ONLY for Artificial Turf/Synthetic Sport Surface	\$ 31.48	\$ 1.15

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

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 23.65

**OVERTIME PAY**

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

**HOLIDAY**

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

Notes:

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

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

**REGISTERED APPRENTICES**

Wages per hour:

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

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

Supplemental Benefits per hour:

1st year term	\$ 11.80
2nd year term	11.80
3rd year term	14.45
4th year term	14.45

2-42AtSS

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**Carpenter - Heavy&Highway****01/01/2021****JOB DESCRIPTION** Carpenter - Heavy&Highway**DISTRICT 2****ENTIRE COUNTIES**

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

**WAGES**

Per hour	07/01/2020	07/01/2021 Additional
Carpenter	\$ 33.82	\$ 1.40

Piledriver	33.82	1.40
Diver-Wet Day	58.82	1.40
Diver-Dry Day	34.82	1.40
Diver-Tender	34.82	1.40

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

- When project owner mandates a single irregular work shift, the employee will receive an additional \$2.00 per hour. A single irregular work shift can start any time from 5:00 p.m. to 1:00 a.m.
- State or Federal designated hazardous site, requiring protective gear shall be an additional \$2.00 per hour.
- Certified welders when required to perform welding work will receive an additional \$1.50 per hour.

**ADDITIONAL NOTES PERTAINING TO DIVERS/TENDERS:**

- Divers and Tenders shall receive one and one half (1 1/2) times their regular diver and tender rate of pay for Effluent and Slurry diving.
- Divers and tenders being paid at the specified rate for Effluent and Slurry diving shall have all overtime rates based on the specified rate plus the appropriate overtime rates (one and one half or two times the specified rate for Slurry and Effluent divers and tenders).
- The pilot of an ADS or submersible will receive one and one-half (1 1/2) times the Diver-Wet Day Rate for time submerged.
- All crew members aboard a submersible shall receive the Diver-Wet Day rate.
- Depth pay for Divers based upon deepest depth on the day of the dive (per diem payment):
  - 0' to 50' no additional fee
  - 51'to 100' additional \$.50 per foot
  - 101'to 150' additional \$.75 per foot
  - 151'and deeper additional \$1.25 per foot
- Penetration pay for Divers based upon deepest penetration on the day of the dive (per diem payment):
  - 0' to 50' no additional fee
  - 51' to 100' additional \$.75 per foot
  - 101' and deeper additional \$1.00 per foot
- Diver rates applies to all hours worked on dive day.

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

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

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 23.10

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

In the event a Holiday falls on a Saturday, the Friday before will be observed as a Holiday. If a Holiday falls on a Sunday, then Monday will be observed as a Holiday. Employee must work scheduled work day before and after the Holiday.

**REGISTERED APPRENTICES**

ALL APPRENTICES indentured prior to 01/01/2016

Wages per hour (One year terms at the following percentage of journeyman's base wage):

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

Supplemental Benefits per hour:

\$ 11.67	\$ 11.67	\$ 14.27	\$ 14.27
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CAPRENTER APPRENTICES indentured after 01/01/2016

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

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

Supplemental Benefits per hour:

\$ 11.67	\$ 11.67	\$ 14.27	\$ 14.27	\$ 14.27
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PILEDRIIVER/DOCKBUILDER APPRENTICES indentured after 01/01/2016

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

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

Supplemental Benefits per hour:

\$ 11.67	\$ 11.67	\$ 14.27	\$ 14.27
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**NOTE ADDITIONAL AMOUNTS PAID PER HOUR WORKED TO APPRENTICES FOR SPECIFIC TYPES OF WORK PERFORMED:**

- When project owner mandates a single irregular work shift, the employee will receive an additional \$2.00 per hour. A single irregular work shift can start any time from 5:00 p.m. to 1:00 a.m.
- State or Federal designated hazardous site, requiring protective gear shall be an additional \$2.00 per hour.
- Certified welders when required to perform welding work will receive an additional \$1.50 per hour.

2-291HH-Alb

**Electrician**

**01/01/2021**

**JOB DESCRIPTION** Electrician

**DISTRICT 6**

**ENTIRE COUNTIES**

Clinton, Essex, Franklin, Jefferson, Lewis, St. Lawrence

**WAGES**

Per hour:	07/01/2020	04/01/2021 Additional	04/01/2022 Additional
Electrician	\$ 36.00	\$ 1.60	\$ 1.65
Teledata	36.00		
Welder	38.00		

**NOTE:** Additional premiums for the following work listed:

- Additional \$1.50 per hour for work performed underground such as tunnels and mine shafts. Excludes manholes and walkway tunnels between buildings.
- Additional \$1.50 per hour for working 35 feet or more on scaffolds, ladders, towers, steeples, structural steel, or mechanical lifts over 65 feet.

**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%

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

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

**SUPPLEMENTAL BENEFITS**

Per hour:	\$ 21.23
	*plus 5.75% of gross wage.

\* NOTE: THE 5.75% IS BASED ON THE HOURLY WAGE PAID, STRAIGHT TIME RATE OR PREMIUM TIME RATE.

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**NOTE: WAGE CAP -** Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

**HOLIDAY**

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

**REGISTERED APPRENTICES**

WAGES per hour: Hourly terms at the following percentage of Journeyman's wage.

	1-1000 45%	to 2000 50%	to 3500 55%	to 5000 60%	to 6500 70%	to 8000 80%
Electrician	\$16.20	\$18.00	\$19.80	\$21.60	\$25.20	\$28.80
Tunnel	\$17.70	\$19.50	\$21.30	\$23.10	\$26.70	\$30.30

**SUPPLEMENTAL BENEFITS per hour:**

07/01/2020

Appr 1st & 2nd term	\$ 10.27 * plus 5.75% of gross wage
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Appr All other terms	\$ 21.23 * plus 5.75% of
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gross wage

\* NOTE: THE 5.75% IS BASED ON THE HOURLY WAGE PAID, STRAIGHT TIME RATE OR PREMIUM TIME RATE.

6-910

**Elevator Constructor** **01/01/2021**

**JOB DESCRIPTION** Elevator Constructor

**DISTRICT 1**

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

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

**WAGES**

Per hour

07/01/2020

01/01/2021

Mechanic

\$ 47.51

\$49.10

Helper

70% of Mechanic  
Wage Rate

70% of Mechanic  
Wage Rate

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

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

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

**SUPPLEMENTAL BENEFITS**

Per hour

07/01/2020

01/01/2021

Journeyman/Helper

\$ 34.765\*

\$ 35.825\*

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

**OVERTIME PAY**

See (D, O) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6, 15, 16) on HOLIDAY PAGE

Overtime: See (5, 6, 15, 16) on HOLIDAY PAGE

Note: When a paid holiday falls on Saturday, it shall be observed on Friday. When a paid holiday falls on Sunday, it shall be observed on Monday.

**REGISTERED APPRENTICES**

Wages per hour:

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

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

Supplemental Benefits - per hour worked:

Same as Journeyman/Helper

1-35

**Glazier** **01/01/2021**

**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

	07/01/2020	5/01/2021 Additional
Glazier Base Wage	\$ 30.75	\$ 1.75
	+ additional \$2.20 per hour for all hours worked	
High Work Base Wage*	32.65	
	+ additional \$3.55 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.

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

#### SUPPLEMENTAL BENEFITS

Per hour

Journeyman	\$ 20.21
Journeyman	
High Work	25.51

#### OVERTIME PAY

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

Premium is applied to the respective base wage only.

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

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

\*\*SHIFT RATE STOPS AFTER 6:30AM

#### 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 Year and 1500 hr. terms at the following percentage of Journeymans base wage.

1st	2nd	3rd	4th
50%	65%	75%	90%
+ additional \$2.20 per hour for all hours worked for all terms			

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

1st	2nd	3rd	4th
50%	65%	75%	90%
+ additional \$3.55 per hour for all hours worked for all terms			

Supplemental Benefits per hour worked

Apprentice	
1st term	\$ 16.54
2nd-4th term	20.21
Apprentice High Work	
1st term	19.49
2nd-4th term	25.51

1-201

#### Insulator - Heat & Frost

01/01/2021

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 07/01/2020

Asbestos Worker*	\$ 36.36
Insulator*	36.36
Firestopping Worker*	30.91

(\*)On Mechanical Systems only.

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

### SUPPLEMENTAL BENEFITS

Per hour

Journeyperson \$ 22.78

### OVERTIME PAY

See (\*B1, \*\*Q) on OVERTIME PAGE

\*B1=Double time begins after 10 hours on Saturday

\*\*Q=Triple time on Labor Day if worked.

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

When a holiday falls on Sunday the following Monday shall be observed as the holiday.

### REGISTERED APPRENTICES

Wages per hour

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

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

Supplemental Benefits per hour worked:

Apprentices \$ 22.78

1-40

### Ironworker

01/01/2021

**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, Perth, 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, Milford, Maryland and Worcester.

### WAGES

Wages 07/01/2020  
Per hour

Ornamental	\$ 32.10
Reinforcing	32.10
Rodman	32.10
Structural & Precast	32.10
Mover/Rigger	32.10
Fence Erector	32.10
Stone Derrickman	32.10
Sheeter	32.35
Curtain Wall Installer	32.10
Metal Window Installer	32.10

### SUPPLEMENTAL BENEFITS

Per hour

JOURNEYPELSON \$ 29.51

# **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:

	07/01/2020
1st year	\$ 16.50
2nd year	18.50
3rd year	20.50
4th year	22.50
Supplemental Benefits per hour worked	
1st year	\$ 11.50
2nd year	22.92
3rd year	24.54
4th year	26.18

1-12

# **Laborer - Building**

01/01/2021

**JOB DESCRIPTION** Laborer - Building

**DISTRICT 7**

# **ENTIRE COUNTIES**

Clinton, Essex, Warren

# **WAGES**

GROUP A: All Laborers (except as noted)

GROUP B: Asbestos & Hazardous Waste Work.

GROUP C: Solar/Wind projects\*

Per hour:	07/01/2020	07/01/2021	07/01/2022	07/01/2023
		Additional	Additional	Additional
Group A	\$ 24.73	\$ 1.10	\$ 1.15	\$ 1.25
Group B	26.23	1.10	1.15	1.25
Group C	25.23	1.10	1.15	1.25

\* Applies when performing delivery handling and site readiness for all solar panel and wind turbine projects, whether on land or water.

IMPORTANT NOTE: Wage and supplement rates for the operation of forklift and skid steer may be found under the classification "Operating Engineer".

# **SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 23.09

# **OVERTIME PAY**

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

# **HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

# **REGISTERED APPRENTICES**

WAGES per hour:

Terms are at the following percentage of Group Rate A.

0-1,000 Hrs	1,001-2,000 Hrs	2,001-3,000 Hrs	3,001-4,000 Hrs
60%	70%	80%	90%

SUPPLEMENTAL BENEFITS per hour:

All Terms: Same as Journeyman

7-1822ew



**Laborer - Heavy&Highway**

**01/01/2021**

**JOB DESCRIPTION** Laborer - Heavy&Highway

**DISTRICT 7**

**ENTIRE COUNTIES**

Clinton, Essex, Warren

**WAGES**

GROUP A: Drill Helper, Flagmen, Outboard and Hand Boats.

GROUP B: BASIC RATE: Bull Float (where used for strike off only), Chain Saw, Concrete Aggregate Bin, Concrete Bootman, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer, Pavement Breaker, Handlers of All Steel Mesh, Small Generators for Laborers' Tools, Installation of Bridge Drainage Pipe, Pipe Layers, Vibrator Type Rollers, Tamper, Drill Doctor, Water Pump Operator (1-1/2" and Single Diaphragm) Nozzle (Asphalt, Guniting, Seeding, and Sand Blasting), Laborers on Chain Link Fence Erection, Rock Splitter & 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, Powder Man, Tail or Screw Operator on Asphalt Paver.

GROUP D: Blasters, Form Setters, Stone or Granite Curb Setters.

GROUP E: Hazardous Waste Removal Work when designated by State/Federal as hazardous waste site and regulations require employees wear required personal protection.

Per hour:	07/01/2020	07/01/2021 Additional
GROUP A	\$ 26.67	\$ 1.60
GROUP B	26.87	1.60
GROUP C	27.07	1.60
GROUP D	27.27	1.60
GROUP E	29.37	1.60

NOTE: A single irregular work shift starting any time between 5:00 PM and 1:00 AM on governmental mandated night work shall be paid an additional \$2.50 per hour.

IMPORTANT NOTE: Wage and supplement rates for the operation of forklift and skid steer may be found under the classification "Operating Engineer".

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 25.85

**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: 1000 hour terms at the following percentage of Journeyman's GROUP B wage.

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

SUPPLEMENTAL BENEFITS per hour:

All Terms: Same as Journeyman

7-1822/2h

**Laborer - Tunnel**

**01/01/2021**

**JOB DESCRIPTION** Laborer - Tunnel

**DISTRICT 7**

**ENTIRE COUNTIES**

Clinton, Essex, Warren

**WAGES**

There shall be a twelve (12) month carryover from the bid date of the posted proposal wage and fringe benefit rates. However, if the project documents contain multiyear wage rate schedules, the Employer shall be obligated to pay the wage rates therein as they become effective.

**GROUP A: General Laborer**

**GROUP B:** Change Houseman, 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. Work site required to be designated by State/Federal as hazardous waste site and relevant regulations require employees to use personal protection.

Per hour:	07/01/2020	07/01/2021 Additional
GROUP A	\$ 29.85	\$ 1.60
GROUP B	30.05	1.60
GROUP C	32.35	1.60

**NOTE:** A single irregular work shift shall be paid an additional \$2.50 per hour.

**IMPORTANT NOTE:** Wage and supplement rates for the operation of forklift and skid steer may be found under the classification "Operating Engineer".

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 25.85

**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 Saturday, it will be celebrated on Friday. 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 B rate.

0-1000 Hrs	1001-2000 Hrs	2001-3000 Hrs	3001-4000 Hrs
60%	70%	80%	90%

**SUPPLEMENTAL BENEFITS** per hour:

All Terms: Same as Journeyman

7-1822T

**Lineman Electrician**

**01/01/2021**

**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. (Ref #14.01.01)

07/01/2020

Lineman, Technician \$ 53.50

Crane, Crawler Backhoe	53.50
Welder, Cable Splicer	53.50
Digging Mach. Operator	48.15
Tractor Trailer Driver	45.48
Groundman, Truck Driver	42.80
Equipment Mechanic	42.80
Flagman	32.10

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

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

Lineman, Technician	\$ 53.50
Crane, Crawler Backhoe	53.50
Cable Splicer	58.85
Certified Welder -	
Pipe Type Cable	56.18
Digging Mach. Operator	48.15
Tractor Trailer Driver	45.48
Groundman, Truck Driver	42.80
Equipment Mechanic	42.80
Flagman	32.10

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

Below rates apply on switching structures, maintenance projects, railroad catenary install/maintenance third rail installation, bonding of rails and pipe type cable and installation of fiber optic cable. (Ref #14.02.01-B)

Lineman, Tech, Welder	\$ 54.82
Crane, Crawler Backhoe	54.82
Cable Splicer	60.30
Certified Welder -	
Pipe Type Cable	57.56
Digging Mach. Operator	49.34
Tractor Trailer Driver	46.60
Groundman, Truck Driver	43.86
Equipment Mechanic	43.86
Flagman	32.89

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

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

Lineman, Tech, Welder	\$ 56.01
Crane, Crawler Backhoe	56.01
Cable Splicer	56.01
Digging Mach. Operator	50.41
Tractor Trailer Driver	47.61
Groundman, Truck Driver	44.81
Equipment Mechanic	44.81
Flagman	33.61

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

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

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

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

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

#### SUPPLEMENTAL BENEFITS

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

The following SUPPLEMENTAL BENEFITS apply to all classification categories of CONSTRUCTION, TRANSMISSION and DISTRIBUTION.

Journeyman                      \$ 24.90  
   \*plus 6.75% of  
   hourly wage

\*The 6.75% 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: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked.

Contractor is still responsible to pay the hourly benefit amount for each hour worked.

#### HOLIDAY

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

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

#### REGISTERED APPRENTICES

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

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

SUPPLEMENTAL BENEFITS per hour: Same as Journeyman

6-1249a

#### Lineman Electrician - Teledata

01/01/2021

#### JOB DESCRIPTION Lineman Electrician - Teledata

#### DISTRICT 6

#### ENTIRE COUNTIES

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

#### WAGES

Per hour:

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

	07/01/2020	01/01/2021
Cable Splicer	\$ 33.77	\$ 34.78
Installer, Repairman	\$ 32.05	\$ 33.01
Teledata Lineman	\$ 32.05	\$ 33.01
Tech., Equip. Operator	\$ 32.05	\$ 33.01
Groundman	\$ 16.99	\$ 17.50

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

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

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

## SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 5.06	\$ 5.06
	*plus 3% of	*plus 3% of
	wage paid	wage paid

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

## OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked.

Contractor is still responsible to pay the hourly benefit amount for each hour worked.

## HOLIDAY

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

6-1249LT - Teledata

## Lineman Electrician - Traffic Signal, Lighting

01/01/2021

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

**DISTRICT 6**

### ENTIRE COUNTIES

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

### WAGES

Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors which includes, but is not limited to road loop wires; conduit and plastic or other type pipes that carry conductors, flex cables and connectors, and to oversee the encasement or burial of such conduits or pipes.

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

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

Per hour: 07/01/2020

Lineman, Technician	\$ 46.20
Crane, Crawler Backhoe	46.20
Certified Welder	48.51
Digging Machine	41.58
Tractor Trailer Driver	39.27
Groundman, Truck Driver	36.96
Equipment Mechanic	36.96
Flagman	27.72

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

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

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

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

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

### SUPPLEMENTAL BENEFITS

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

Journeyman	\$ 24.90
	*plus 6.75% of hourly wage

\*The 6.75% 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: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked.  
Contractor is still responsible to pay the hourly benefit amount for each hour worked.

### HOLIDAY

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

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

### REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms.

	07/01/2020
1st term	\$ 27.72
2nd term	30.03
3rd term	32.34
4th term	34.65
5th term	36.96
6th term	39.27
7th term	41.58

SUPPLEMENTAL BENEFITS per hour: Same as Journeyman

6-1249a-LT

## Lineman Electrician - Tree Trimmer

01/01/2021

### JOB DESCRIPTION Lineman Electrician - Tree Trimmer

### DISTRICT 6

### ENTIRE COUNTIES

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

### WAGES

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

Per hour:	07/01/2020	01/03/21	01/02/22	01/01/23
Tree Trimmer	\$ 26.56	\$ 27.36	\$ 28.25	\$ 29.59
Equipment Operator	23.49	24.19	24.98	26.17
Equipment Mechanic	23.49	24.19	24.98	26.17
Truck Driver	19.56	20.15	20.80	21.79
Groundman	16.11	16.59	17.13	17.94
Flag person	11.80	12.50*	12.50	12.94

\*RATE GOES INTO EFFECT 12/31/2020

### SUPPLEMENTAL BENEFITS

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

Journeyman	\$ 9.98	\$ 9.98	\$ 10.23	\$ 10.48
	*plus 3% of	*plus 3% of	*plus 3% of	*plus 3% of

hourly wage                      hourly wage                      hourly wage                      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

NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked.  
Contractor is still responsible to pay the hourly benefit amount for each hour worked.

# **HOLIDAY**

Paid: See (5, 6, 8, 15, 16, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 15, 16, 25) on HOLIDAY PAGE

NOTE: All paid holidays falling on a Saturday shall be observed on the preceding Friday.

All paid holidays falling on a Sunday shall be observed on the following Monday.

6-1249TT

## **Mason - Building**

01/01/2021

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 12

## **ENTIRE COUNTIES**

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

## **WAGES**

Per hour 07/01/2020

Tile/Marble/Terrazzo

Setter \$ 36.06

Finisher 28.16

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

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

## **SUPPLEMENTAL BENEFITS**

Per hour worked

Journeyman Setter \$ 20.78

Journeyman Finisher 17.93

## **OVERTIME PAY**

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

## **HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

## **REGISTERED APPRENTICES**

Wages per hour

Hour Terms at the following percentage of Journeyman's wage

Setter:

1st term 0-500 hrs 60%

2nd term 501-1500 hrs 70%

3rd term 1501-2500 hrs 80%

4th term 2501-3500 hrs 85%

5th term 3501-4500 hrs 90%

6th term 4501-6000 hrs 95%

Finisher:

1st term 0-500 hrs 70%

2nd term 501-1500 hrs 80%

3rd term 1501-2500 hrs 90%

4th term 2501-3700 hrs 95%

Supplemental Benefits per hour worked

07/01/2020

Setter:

1st term 0-500 hrs	\$ 12.23
2nd term 501-1500 hrs	12.23
3rd term 1501-2500 hrs	16.51
4th term 2501-3500 hrs	16.51
5th term 3501-4500 hrs	18.64
6th term 4501-6000 hrs	20.78

**Finisher:**

1st term 0-500 hrs	\$ 11.58
2nd term 501-1500 hrs	11.58
3rd term 1501-2500 hrs	14.76
4th term 2501-3700 hrs	14.76

12-2TS.1

**Mason - Building**

01/01/2021

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 12

**ENTIRE COUNTIES**

Clinton, Essex, Franklin

**PARTIAL COUNTIES**

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

**WAGES**

Per hour 07/01/2020

Bricklayer	\$ 33.50
Cement Finisher	33.50
Plasterer/Fireproofers*	33.50
Pointer/Caulker/Cleaner	33.50
Stone Mason	33.50
Acid Brick	34.00

(\*)Fireproofers on Structural only.

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

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

**SUPPLEMENTAL BENEFITS**

Per hour worked

Journeyman \$ 20.41

**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	\$ 12.46
All others	\$ 20.41

12-2b.8

**Mason - Heavy&Highway**

01/01/2021

**JOB DESCRIPTION** Mason - Heavy&Highway

**DISTRICT** 12



### ENTIRE COUNTIES

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

### PARTIAL COUNTIES

Onondaga: For Heavy & Highway Cement Mason or Plaster Work in Onondaga County, refer to Mason-Heavy&Highway tag 1-2h/h on.

### WAGES

Per hour

07/01/2020

Mason &  
Bricklayer

\$38.95

Additional \$1.00 per hour for work on any swing scaffold or staging suspended by means of ropes or cables.

### SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman

\$ 20.79

### 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

\$ 20.79

12-2hh.1

### Millwright

01/01/2021

### JOB DESCRIPTION Millwright

### DISTRICT 2

### ENTIRE COUNTIES

Clinton, Essex, Franklin, Hamilton, Jefferson, Lewis, Oneida, Onondaga, Oswego, St. Lawrence, Warren, Washington

### WAGES

Per hour:

07/01/2020

Building  
Heavy & Highway

\$ 29.25  
31.25

NOTE ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount subject to any overtime premiums):

- Certified Welders shall receive \$1.75 per hour in addition to the current Millwrights rate provided he/she is directed to perform certified welding.
- For Building work if a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) are required, then that employee shall receive a \$1.50 premium per hour for Building work.
- For Heavy & Highway work if the work is performed at a State or Federally designated hazardous waste site where employees are required to wear protective gear, the employees performing the work shall receive an additional \$2.00 per hour over the millwright heavy and highway wage rate for all hours worked on the day protective gear was worn.
- An employee performing the work of a machinist shall receive \$2.00 per hour in addition to the current Millwrights rate. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.
- When performing work underground at 500 feet and below, the employee shall receive an additional \$1.00.

### SUPPLEMENTAL BENEFITS

Per hour:

Journeyman

\$ 23.89

## OVERTIME PAY

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

\*Note - Saturday may be used as a make-up day and worked at the straight time rate of pay during a work week when conditions such as weather, power failure, fire, or natural disaster prevent the performance of work on a regular scheduled work day.

## HOLIDAY

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

Note: Any holiday that falls on Sunday shall be observed the following Monday. Any holiday that falls on Saturday shall be observed the preceding Friday.

## REGISTERED APPRENTICES

Wages per hour:

(1)year terms at the following percentage of journeymans rate.

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

Supplemental Benefits per hour:

Apprentices:

1st term	\$ 11.00
2nd term	20.02
3rd term	21.31
4th term	22.60

2-1163.2

## Operating Engineer - Building

01/01/2021

**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, LeToumeau 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, vacuum machine (mounted or towed).

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

	07/01/2020	07/01/2021
Class # A1	\$ 45.67	46.71

Class # A	45.18	46.22
Class # B	44.16	45.20
Class # C	41.26	42.30

Additional \$0.50 per hr for Tower Cranes.

Additional \$1.25 per hr for Cranes with Boom length & jib 150ft. and over.

Additional \$2.25 per hr for Cranes with Boom length & jib 200ft. and over.

Additional \$2.50 per hr over B rate for Nuclear Leader work.

Additional \$0.40 per hr for tunnel or excavation of shaft 40' or more deep.

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

#### SUPPLEMENTAL BENEFITS

Per hour

07/01/2020 07/01/2021

Journeyman \$ 28.25 29.40

#### 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 8 hours of straight time.

#### REGISTERED APPRENTICES

Wages per hour

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

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

Supplemental Benefits per hour worked

07/01/2020 07/01/2021

All terms \$ 23.55 24.70

1-158 Alb

#### Operating Engineer - Heavy&Highway

01/01/2021

**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), Asphalt Paver, Automated Concrete Spreader (CMI Type), Automatic Fine Grader, Backhoe (Except Tractor Mounted, Rubber Tired), Backhoe Excavator Full Swing (CAT 212 or similar type), Back Filling Machine, Belt Placer (CMI Type), Blacktop Plant (Automated), Boom truck, GPS operated Bull Dozer, Cableway, Caisson Auger, Central Mix Concrete Plant (Automated), Concrete Curb Machine (Self Propelled, Slipform), Concrete Pump, Crane, Cherry Picker, Derricks (steel erection), Dragline, Overhead Crane (Gantry or Straddle type), Pile Driver, Truck Crane, Directional Drilling Machine, Dredge, Dual Drum Paver, Excavator (All PurposeHydraulically Operated) (Gradall or Similar), Front End Loader (4 cu. yd. and Over), Head Tower (Sauerman or Equal), Hoist (Two or Three Drum), Holland Loader, Maintenance Engineer, Mine Hoist, Mucking Machine or Mole, Pavement Breaker(SP) Wertgen; PB-4 and similar type, Power Grader, Profiler (over 105 H.P.), Quad 9, Quarry Master (or equivalent), Scraper, Shovel, Side Boom, Slip Form Paver (If a second man is needed, he shall be an Oiler), Tractor Drawn BeltType Loader, Truck or Trailer Mounted Log Chipper (Self Feeder), Tug Operator (Manned Rented Equipment Excluded), Tunnel Shovel

##### CLASSIFICATION B:

Backhoe (Tractor Mounted, Rubber Tired), Bituminous Recycler Machine, Bituminous Spreader and Mixer, Blacktop Plant (NonAutomated), Blast or Rotary Drill (Truck or Tractor Mounted), Brokk, Boring Machine, Cage Hoist, Central Mix Plant [(NonAutomated) and All Concrete Batching Plants], Concrete Paver (Over 16S), Crawler Drill (Self-contained), Crusher, Diesel Power Unit, Drill Rigs, Tractor Mounted, Front End Loader (Under 4 cu. yd.), Greaseman/Lubrication Engineer, HiPressure Boiler (15 lbs. and over), Hoist (One Drum), Hydro-Axe, Kolman Plant Loader and Similar Type Loaders (If Employer requires another man to clean the screen or to maintain the equipment, he shall be an Oiler), L.C.M. Work Boat Operator, Locomotive, Material handling knuckle boom, Mini Excavator (under 18,000 lbs.), Mixer (for stabilized base selfpropelled), Monorail Machine, Plant Engineer, Prentice Loader, Profiler (105 H.P. and under), Pug Mill, Pump Crete, Ready Mix Concrete Plant, Refrigeration Equipment (for soil stabilization), Road Widener, Roller (all above subgrade), Sea Mule, Self-contained Ride-on Rock Drill(Excluding Air-Track Type Drill), Skidder, Tractor with Dozer and/or Pusher, Trencher, Tugger Hoist, Vacuum machine (mounted or towed), 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), Boiler (used in conjunction with production), Bituminous Heater (self-propelled), Boat (powered), Cement and Bin Operator, Concrete Pavement Spreader and Finisher Concrete Paver or Mixer (16' and under), Concrete Saw (self-propelled), Conveyor, Deck Hand, Directional Drill Machine Locator, Drill (Core and Well), Farm Tractor with accessories, Fine Grade Machine, Fireman, Fork Lift, Form Tamper, Grout Pump, 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 Heatterman, 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

	07/01/2020	07/01/2021
Master Mechanic	\$ 47.88	\$ 49.43
Class A*	46.27	47.82
Class B	45.36	46.91
Class C	42.79	44.34

Additional \$2.50 per hour for All Employees who work a single irregular work shift starting from 5:00 PM to 1:00 AM that is mandated by the Contracting Agency.

Additional \$2.50 per hr. for hazardous waste removal work on State and/or Federally designated waste site which require employees to wear Level C or above forms of personal protection.

(\*) Premiums for CRANES is based upon Class A rates with the following premiums:

- Additional \$4.00 per hr for Tower Cranes, including self erecting.
- Additional \$3.00 per hr for Lattice Boom Cranes and all other cranes with a manufacturers rating of fifty (50) tons and over.
- Additional \$2.00 per hr for all Hydraulic Cranes and Derricks with a manufacturer's rating of 49 ton and below, including boom trucks.

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

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

#### SUPPLEMENTAL BENEFITS

Per hour

Journeyperson	\$ 28.45	\$ 29.60
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#### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

#### HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

#### REGISTERED APPRENTICES

Wages per hour

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

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

Supplemental Benefits per hour worked

	07/01/2020	07/01/2021
All Terms	\$ 23.85	\$ 25.00

1-158H/H Alb

**Operating Engineer - Marine Dredging**

**01/01/2021**

**JOB DESCRIPTION** Operating Engineer - Marine Dredging

**DISTRICT 4**

**ENTIRE COUNTIES**

Albany, Bronx, Cayuga, Chautauqua, Clinton, Columbia, Dutchess, Erie, Essex, Franklin, Greene, Jefferson, Kings, Monroe, Nassau, New York, Niagara, Orange, Orleans, Oswego, Putnam, Queens, Rensselaer, Richmond, Rockland, St. Lawrence, Suffolk, Ulster, Washington, Wayne, Westchester

**WAGES**

These wages do not apply to Operating Engineers on land based construction projects. For those projects, please see the Operating Engineer Heavy/Highway Rates. The wage rates below for all equipment and operators are only for marine dredging work in navigable waters found in the counties listed above.

Per Hour:	07/01/2020	10/01/2020
CLASS A1 Deck Captain, Leverman Mechanical Dredge Operator Licensed Tug Operator 1000HP or more.	\$ 40.31	\$ 41.42
CLASS A2 Crane Operator (360 swing)	35.92	36.91
CLASS B Dozer, Front Loader Operator on Land	To conform to Operating Engineer Prevailing Wage in locality where work is being performed including benefits.	
CLASS B1 Derrick Operator (180 swing) Spider/Spill Barge Operator Operator II, Fill Placer, Engineer, Chief Mate, Electrician, Chief Welder, Maintenance Engineer Licensed Boat, Crew Boat Operator	34.86	35.82
CLASS B2 Certified Welder	32.82	33.72
CLASS C1 Drag Barge Operator, Steward, Mate, Assistant Fill Placer	31.92	32.80
CLASS C2 Boat Operator	30.89	31.74
CLASS D Shoreman, Deckhand, Oiler, Rodman, Scowman, Cook, Messman, Porter/Janitor	25.66	26.37

**SUPPLEMENTAL BENEFITS**

Per Hour:  
THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

	07/01/2020	10/01/2020
All Classes A & B	\$11.58 plus 7.5% of straight time wage, Overtime hours	\$11.98 plus 8% of straight time wage, Overtime hours

	add \$ 0.63	add \$ 0.63
All Class C	\$11.28 plus 7.5% of straight time wage, Overtime hours add \$ 0.48	11.68 plus 8% of straight time wage, Overtime hours add \$ 0.48
All Class D	\$10.98 plus 7.5% of straight time wage, Overtime hours add \$ 0.33	11.38 plus 8% of straight time wage, Overtime hours add \$ 0.33

**OVERTIME PAY**

See (B2, F, R) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (5, 6, 8, 15, 26) on HOLIDAY PAGE

4-25a-MarDredge

**Operating Engineer - Survey Crew**

**01/01/2021**

**JOB DESCRIPTION** Operating Engineer - Survey Crew

**DISTRICT 12**

**ENTIRE COUNTIES**

Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, 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 boundary line of the City of Poughkeepsie, north.

Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

**WAGES**

These rates apply to Building, Tunnel and Heavy Highway.

Per hour:

**SURVEY CLASSIFICATIONS:**

Party Chief - One who directs a survey party.

Instrument Person - One who operates the surveying instruments.

Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2020

Party Chief	\$ 44.39
Instrument Person	40.78
Rod Person	30.22

Additional \$3.00/hr. for Tunnel Work

Additional \$2.50/hr. for Hazardous Work Site

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman	\$ 26.30
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**OVERTIME PAY**

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

WAGES: 1000 hour terms based on the Percentage of Rod Persons Wage:

07/01/2020

0-1000	60%
1001-2000	70%
2001-3000	80%

**SUPPLEMENTAL BENEFIT** per hour worked:

0-1000	\$ 18.08
1001-2000	21.10
2001-3000	24.13

12-158-545 D.H.H.

**Operating Engineer - Survey Crew - Consulting Engineer**

**01/01/2021**

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

**DISTRICT 12**

**ENTIRE COUNTIES**

Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, 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 boundary line of the City of Poughkeepsie, north.

Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

**WAGES**

These rates apply to feasibility and preliminary design surveying, line and grade surveying for inspection or supervision of construction when performed under a Consulting Engineer Agreement.

Per hour:

**SURVEY CLASSIFICATIONS:**

Party Chief - One who directs a survey party.

Instrument Person - One who operates the surveying instruments.

Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2020

Party Chief	\$ 44.39
Instrument Person	40.78
Rod Person	30.22

Additional \$3.00/hr. for Tunnel Work.

Additional \$2.50/hr. for EPA or DEC certified toxic or hazardous waste work.

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman	\$ 26.30
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**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

WAGES: 1000 hour terms based on percentage of Rod Persons Wage:

07/01/2020

0-1000	60%
1001-2000	70%
2001-3000	80%

**SUPPLEMENTAL BENEFIT** per hour worked:

0-1000	\$ 18.08
1001-2000	\$ 21.10
2001-3000	\$ 24.13

12-158-545 DCE

**Operating Engineer - Tunnel**

**01/01/2021**

**JOB DESCRIPTION** Operating Engineer - Tunnel

**DISTRICT 7**

**ENTIRE COUNTIES**

Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schoenectady, Schenectady, 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 Poughkeepsie, then due east to Route 115 to Bedell Road, then east along Bedell Road to VanWagner Road, then north along VanWagner Road to Bower Road, then east along Bower Road to Rte. 44 east to Rte. 343, then along Rte. 343 east to the northern boundary of the Town of Dover Plains and east along the northern boundary of the Town of Dover Plains, to the borderline of the State of Connecticut.

Genesee: Only that portion of the county that lies east of a line drawn down the center of Route 98 and the entirety of the City of Batavia.

## WAGES

CLASS A: Automatic Concrete Spreader (CMI Type); Automatic Fine Grader; Backhoe (except tractor mounted, rubber tired); Belt Placer (CMI Type); Blacktop Plant (automated); Cableway; Caisson Auger; Central Mix Concrete Plant (automated); Concrete Curb Machine (self-propelled slipform); Concrete Pump (8" or over); Dredge; Dual Drum Paver; Excavator; Front End Loader (4 cu. yd & over); Gradall; Head Tower (Sauerman or Equal); Hoist (shaft); Hoist (two or three Drum); Log Chipper/Loader (self-feeder); Maintenance Engineer (shaft and tunnel); any Mechanical Shaft Drill; Mine Hoist; Mining Machine (Mole and similar types); Mucking Machine or Mole; Overhead Crane (Gantry or Straddle Type); Pile Driver; Power Grader; Remote Controlled Mole or Tunnel Machine; Scraper; Shovel; Side Boom; Slip Form Paver (If a second man is needed, they shall be an Oiler); Tripper/Maintenance Engineer (shaft & tunnel); Tractor Drawn Belt-Type Loader; Tug Operator (manned rented equipment excluded); Tunnel Shovel

CLASS B: Automated Central Mix Concrete Plant; Backhoe (topside); Backhoe (track mounted, rubber tired); Backhoe (topside); Bituminous Spreader and Mixer, Blacktop Plant (non-automated); Blast or Rotary Drill (truck or tractor mounted); Boring Machine; Cage Hoist; Central Mix Plant (non-automated); all Concrete Batching Plants; Compressors (4 or less exceeding 2,000 c.f.m. combined capacity); Concrete Pump; Crusher; Diesel Power Unit; Drill Rigs (tractor mounted); Front End Loader (under 4 cu. yd.); Grayco Epoxy Machine; Hoist (One Drum); Hoist (2 or 3 drum topside); Knuckle Boom material handler; Kolman Plant Loader & similar type Loaders (if employer requires another person to clean the screen or to maintain the equipment, they shall be an Oiler); L.C.M. Work Boat Operator; Locomotive; Maintenance Engineer (topside); Maintenance Grease Man; Mixer (for stabilized base-self propelled); Monorail Machine; Plant Engineer; Personnel Hoist; Pumpcrete; Ready Mix Concrete Plant; Refrigeration Equipment (for soil stabilization); Road Widener; Roller (all above sub-grade); Sea Mule; Shotcrete Machine; Shovel (topside); Tractor with Dozer and/or Pusher; Trencher; Tugger Hoist; Tunnel Locomotive; Welder; Winch; Winch Cat

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

CLASS D: Aggregate Plant; Cement & Bin Operator; Compressors (3 or less not to exceed 1,200 c.f.m. combined capacity); Compressors ((any size, but subject to other provisions for compressors), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (3 or less or any type or combination)); Concrete Saw (self-propelled); Form Tamper; Greaseman; Hydraulic Pump (jacking system); Junior Engineer; Light Plants; Mulching Machine; Oiler; Parapet Concrete or Pavement Grinder; Power Broom (towed); Power Heaterman (when used for production); Revinus Widener; Shell Winder; Steam Cleaner; Tractor

Per hour:	07/01/2020	07/01/2021	07/01/2022
Master Mechanic	\$ 49.45	\$ 51.00	\$ 52.60
CLASS A	47.04	48.59	50.19
CLASS B	45.82	47.37	48.97
CLASS C	43.03	44.58	46.18
CLASS D	40.02	41.57	43.17

Additional \$5.00 per hour for Hazardous Waste Work on a state or federally designated hazardous waste site where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection. Fringe benefits will be paid at the hourly wage premium.

## CRANES:

Crane 1: All cranes, including self-erecting to be paid \$4.00 per hour over the Class A rate.

Crane 2: All Lattice Boom Cranes and all cranes with a manufacturer's rating of fifty (50) ton and over to be paid \$3.00 per hour over Class A rate.

Crane 3: All hydraulic cranes and derricks with a manufacturer's rating of forty nine (49) ton and below, including boom trucks, to be paid \$2.00 per hour over Class A rate.

Crane 1	\$ 51.04	\$ 52.59	\$ 54.19
Crane 2	50.04	51.59	53.19
Crane 3	49.04	50.59	52.19



## SUPPLEMENTAL BENEFITS

Per hour:

\$ 21.90	\$ 22.80	\$ 23.70
+ 8.85*	+ 9.10*	+ 9.35*

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

## OVERTIME PAY

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

## HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

If a holiday falls on Sunday, it shall be observed on Monday.

## REGISTERED APPRENTICES

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

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

SUPPLEMENTAL BENEFITS per hour: Same as Journeyman

7-158-832TL.

## Painter

01/01/2021

**JOB DESCRIPTION** Painter

**DISTRICT** 1

## ENTIRE COUNTIES

Albany, Essex, Fulton, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

## WAGES

Per hour

07/01/2020

Painter/Wallcover	\$ 30.49
Drywall Finishers	30.49
Spray Rate	30.49
Structural Steel*	31.49
Lead Abatement	31.49
Lead Abatement on Structural Steel	32.49

(\*)Employees working on objects with the use of swing stage, boatswain chair, pick and cables only will be paid at Structural Steel rate.

Bridge Painter

See Bridge Painter rates for the following work:

All Bridges and Tanks

## SUPPLEMENTAL BENEFITS

Per hour

Journeyperson \$ 16.95

## OVERTIME PAY

See (B, E2, H) on OVERTIME PAGE

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

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

\*\*SHIFT RATE STOPS AFTER 6:30AM

## HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: If the holiday falls on Sunday, it shall be observed on Monday.

## REGISTERED APPRENTICES

Wages per hour

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

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

Supplemental Benefits per hour

All Terms \$ 16.95

1-201-P

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**Painter - Bridge & Structural Steel**

**01/01/2021**

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

**DISTRICT 8**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour:

STEEL:

Bridge Painting:	07/01/2020	10/01/2020	10/01/2021
	\$ 50.25	\$ 51.50	\$ 53.00
	+ 7.88*	+ 8.63*	+ 9.63*

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

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

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

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

**SHIFT WORK:**

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

**SUPPLEMENTAL BENEFITS**

Per Hour:

Journeyworker:	07/01/2020	10/01/2020	10/01/2021
	\$ 10.20	\$ 10.90	\$ 10.90
	+ 29.65*	+ 30.00*	+ 30.60*

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

**OVERTIME PAY**

See (B, F, R) on OVERTIME PAGE

**HOLIDAY**

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

**REGISTERED APPRENTICES**

Wage - Per hour:

Apprentices: (1) year terms	07/01/2020	10/01/2020	10/01/2021
1st year	\$ 20.10	\$ 20.60	\$ 21.20
	+ 3.15*	+ 3.45*	+ 3.86*

2nd year	\$ 30.15 + 4.73*	\$ 30.90 + 5.18*	\$ 31.80 + 5.78*
3rd year	\$ 40.20 + 6.30*	\$ 41.20 + 6.90*	\$ 42.40 + 7.71*
Supplemental Benefits - Per hour:			
1st year	\$ .25 + 11.86*	\$ .25 + 12.00*	\$ .25 + 12.24*
2nd year	\$ 10.20 + 17.79*	\$ 10.90 + 18.00*	\$ 10.90 + 18.36*
3rd year	\$ 10.20 + 23.72*	\$ 10.90 + 24.00*	\$ 10.90 + 24.48*

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

8-DC-9/806/155-BrSS

### Painter - Line Striping

01/01/2021

#### 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):	07/01/2020	07/01/2021	07/01/2022
Striping-Machine Operator*	\$ 30.10	\$ 30.32	\$ 31.53
Linerman Thermoplastic	\$ 36.53	\$ 36.93	\$ 38.34

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

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

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

#### SUPPLEMENTAL BENEFITS

Per hour paid:	07/01/2020	07/01/2021	07/01/2022
Journeyworker:			
Striping Machine Operator:	\$ 9.16	\$ 10.03	\$ 10.03
Linerman Thermoplastic:	\$ 9.16	\$ 10.03	\$ 10.03

#### OVERTIME PAY

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

#### HOLIDAY

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

#### REGISTERED APPRENTICES

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

	07/01/2020	12/31/2020
1st Term:	\$ 12.04	\$ 12.50
2nd Term:	\$ 18.06	\$ 18.19
3rd Term:	\$ 24.08	\$ 24.26

Supplemental Benefits per hour:

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

8-1456-LS

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**Painter - Metal Polisher**

**01/01/2021**

**JOB DESCRIPTION** Painter - Metal Polisher

**DISTRICT 8**

**ENTIRE COUNTIES**

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

**WAGES**

	07/01/2020
Metal Polisher	\$ 36.33
Metal Polisher*	37.43
Metal Polisher**	40.33

\*Note: Applies on New Construction & complete renovation

\*\* Note: Applies when working on scaffolds over 34 feet.

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2020

Journeyworker:	
All classification	\$ 9.94

**OVERTIME PAY**

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

Wages per hour:

One (1) year term at the following wage rates:

	07/01/2020
1st year	\$ 16.00
2nd year	17.00
3rd year	18.00
1st year*	\$ 16.39
2nd year*	17.44
3rd year*	18.54
1st year**	\$ 18.50
2nd year**	19.50
3rd year**	20.50

\*Note: Applies on New Construction & complete renovation

\*\* Note: Applies when working on scaffolds over 34 feet.

Supplemental benefits:

Per hour:

1st year	\$ 6.69
2nd year	6.69
3rd year	6.69

8-8A/28A-MP

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**Plumber**

**01/01/2021**

**JOB DESCRIPTION** Plumber

**DISTRICT 1**

## ENTIRE COUNTIES

Essex

## PARTIAL COUNTIES

Franklin: Entire County except for the Village of Hogansburg and the St. Regis Indian Reservation.

Hamilton: The Townships of Long Lake and Indian Lake

## WAGES

Per hour

	07/01/2020	05/01/2021
Plumber & Steamfitter	\$ 39.30	Additional \$1.30

## SUPPLEMENTAL BENEFITS

Per hour

Journeyman	\$ 20.85
	+10.63*

\* This portion of the benefit is subject to the SAME PREMIUM as shown for overtime and applicable to paid Holidays.

## OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

## HOLIDAY

Paid: See (22) on HOLIDAY PAGE

Overtime: See (5, 6, 23) on HOLIDAY PAGE

Note: For the paid Christmas Holiday the employee must have worked 20 regular working days in the calendar year with contractor to qualify

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	\$ 17.93 + 5.32*
2nd yr	18.51 + 6.38*
3rd yr	19.10 + 7.44*
4th yr	19.68 + 8.50*
5th yr	20.27 + 9.57*

\* This portion of the benefit is subject to the SAME PREMIUM as shown for overtime.

\* This portion per hour paid.

1-773EF-SF

## Roofer

01/01/2021

## JOB DESCRIPTION Roofer

## DISTRICT 1

## ENTIRE COUNTIES

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

## WAGES

Per hour

	07/01/2020	07/01/2021
Roofer/Waterproofer	\$ 32.05	Additional \$1.50
Asphalt Cold Process	32.55	
Fluid Applied Roof	32.55	
Pitch & Asbestos	34.05	

Shift Work:

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

## SUPPLEMENTAL BENEFITS

Per hour

Journeyman \$ 20.27

## OVERTIME PAY

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

## HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

## REGISTERED APPRENTICES

Wages per hour

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

1st Term 58%  
1500 hrs.

2nd Term 74%  
1 yr. and 1500 hrs. as 1st term.

3rd Term 90%  
1 yr. and 1500 hrs. as 2nd term.

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

Supplemental Benefits per hour worked

1st Term \$ 18.69  
2nd Term 19.12  
3rd Term 19.60

1-241

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## Sheetmetal Worker

01/01/2021

**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

	07/01/2020	06/01/2021
Sheetmetal Worker	\$34.02	Additional \$ 1.75

All work requiring HAZWOPER Training additional \$1.00 per hour

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

## SUPPLEMENTAL BENEFITS

Per hour

Journeyman \$33.94

## OVERTIME PAY

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

## HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

When any holiday falls on Saturday, the Friday before such holiday shall be recognized as the legal holiday. Any holiday falling on Sunday, the following Monday shall be recognized as the legal holiday.

## REGISTERED APPRENTICES

Wages per hour

6 Month Terms at the following rate:

1st term	\$18.89
2nd term	\$20.48
3rd term	\$21.28
4th term	\$22.08
5th term	\$20.86
6th term	\$21.90
7th term	\$23.63
8th term	\$25.36
9th term	\$27.09
10th term	\$28.83

Supplemental Benefits per hour

1st term	\$20.91
2nd term	21.55
3rd term	21.84
4th term	22.27
5th term	28.46
6th term	28.89
7th term	29.62
8th term	30.34
9th term	31.06
10th term	31.78

1-83

**Sprinkler Fitter**

**01/01/2021**

**JOB DESCRIPTION** Sprinkler Fitter

**DISTRICT 1**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour	07/01/2020
Sprinkler	\$ 35.01
Fitter	

**SUPPLEMENTAL BENEFITS**

Per hour

Journey person	\$ 26.62
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**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

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

Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

**REGISTERED APPRENTICES**

Wages per hour

One Half Year terms at the following percentage of journey person's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 16.94	\$ 18.82	\$ 20.44	\$ 22.31	\$ 24.18	\$ 26.05	\$ 27.92	\$ 29.79	\$ 31.67	\$ 33.54

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 8.27	\$ 8.27	\$ 18.70	\$ 18.70	\$ 18.95	\$ 18.95	\$ 18.95	\$ 18.95	\$ 18.95	\$ 18.95

1-669

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**Teamster - Building****01/01/2021**

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**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 Area Only), Warehouse\*, Yardman\*, Truck Helper, Pickups, Panel Truck, Flatbody Material Trucks (straight jobs), Single axle Dump Trucks, Dumpsters, Material Checkers/Receivers\*, Greasers, Tiremen, Mechanic Helpers/Parts Chasers, Bus.

GROUP #2: Tandems, Mechanics &amp; 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.

\*NOTE - Applies when a temporary warehouse structure is built/utilized specifically for a public work project.

Per hour: 07/01/2020

GROUP #1	\$ 26.50
GROUP #2	27.50
GROUP #3	27.60
GROUP #4	26.76

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 21.16

**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

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**Teamster - Heavy&Highway****01/01/2021**

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**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**

There shall be a twelve (12) month carryover of the negotiated rate in effect at the time of the bid.

GROUP #1: Warehousemen\*, Yardmen\*, Truck Helpers, Pickups, Panel Trucks, Flatboy Material Trucks(straight jobs), Single Axle Dump Trucks, Dumpsters, Material Checkers/Receivers\*, Greasers, Truck Tiremen, Mechanics Helpers/Parts Chasers, Fork Lift\* (Warehouse Area Only), Tandems and Batch Trucks, Mechanics. 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.

\*NOTE - Applies when a temporary warehouse structure is built/utilized specifically for a public work project.

Per hour: 07/01/2020

GROUP #1	\$ 28.59
GROUP #2	28.81



Additional \$1.50 per hour for hazardous waste removal work on a City, County, State and/or Federal Designated waste site and regulations require employee to use or wear respiratory protection.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 23.39

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: If a holiday falls on a Sunday, it will be celebrated on Monday.

7-687

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**Welder**

**01/01/2021**

**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 07/01/2020

Welder: To be paid the same rate of the mechanic performing the work.\*

\*EXCEPTION: If a specific welder certification is required, then the 'Certified Welder' rate in that trade tag will be paid.

**OVERTIME PAY**

**HOLIDAY**

1-As Per Trade

## Essex County Residential

### Electrician - Residential

01/01/2021

**JOB DESCRIPTION** Electrician - Residential

**DISTRICT 6**

#### ENTIRE COUNTIES

Clinton, Essex, Franklin, Jefferson, Lewis, St. Lawrence

#### WAGES

NOTE: These rates apply only to projects involving construction, alteration or repair of single-family houses or apartment buildings of no more than four (4) stories in height, including all incidental items such as site work, parking areas, utilities, and sidewalks.

Per hour: 07/01/2020  
Residential-Rehab  
Electrician \$ 23.40

NOTE: THE FOLLOWING RATES WILL APPLY WHEN SHIFT WORK IS MANDATED EITHER IN THE JOB SPECIFICATION OR BY THE CONTRACTING AGENCY:

1ST SHIFT 8:00AM - 4:30PM \$ 23.40  
2ND SHIFT 4:30PM - 1:00AM 27.44  
3RD SHIFT 12:30AM - 9:00AM 30.74

#### SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 13.73 plus  
5.75% of wage\*

\*NOTE: The 5.75% is based on the hourly wage paid, straight time rate or premium rate.

#### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

#### HOLIDAY

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

#### REGISTERED APPRENTICES

WAGES per hour: Six month terms

	1st	2nd	3rd	4th	5th	6th
07/01/2020	\$12.39	\$12.98	\$14.16	\$16.20	\$18.00	\$19.80
12/31/2020	\$12.50	\$12.98	\$14.16	\$16.20	\$18.00	\$19.80

SUPPLEMENTAL BENEFITS per hour: Same as Journeyman

6-910 r

### Laborer - Residential

01/01/2021

**JOB DESCRIPTION** Laborer - Residential

**DISTRICT 7**

#### ENTIRE COUNTIES

Clinton, Essex, Warren

#### WAGES

NOTE: For the construction of one and two family homes, row housing and garden type homes or apartments, four stories or less, and "related" services including demolition, repair and alteration on any existing structure which is intended for residential use and all ancillary structures and services building relating to the residential structures.

Per hour: 07/01/2020  
Residential Laborer \$ 18.68

IMPORTANT NOTE: Wage and supplement rates for the operation of forklift and skid steer may be found under the classification "Operating Engineer".

#### SUPPLEMENTAL BENEFITS

Per hour:

\$ 23.09

**OVERTIME PAY**

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

WAGES: 1000 hour terms at the following percentage of Journeyman's wage.

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

\*Rate Effective 12/31/2020: \$12.50

SUPPLEMENTAL BENEFITS per hour:

All Terms: Same as Journeyman

7-1822r-ew

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**Mason - Residential**

**01/01/2021**

**JOB DESCRIPTION** Mason - Residential

**DISTRICT 12**

**ENTIRE COUNTIES**

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

**WAGES**

\*\*\*IMPORTANT NOTE: Applies to all rehabilitation work on residential structures. "Rehabilitation" shall be defined to include all work, including demolition, repair and alteration on any existing structure which is intended for residential use. On new housing, this article shall be applicable only to site construction of all new work done by the Employer on one (1) family, two (2) family, row housing and garden type homes or apartments which are not more than four (4) stories above ground level and are used as dwellings.\*\*\*

Per hour

07/01/2020

Bricklayer	\$ 22.96
Cement Mason	22.96
Plasterer	22.96
Point/Caulk/Clean	22.96
Acid Brick	22.96

**SUPPLEMENTAL BENEFITS**

Per hour worked

Journeyman \$ 11.74

**OVERTIME PAY**

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

**HOLIDAY**

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

12-2r.z1

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**Mason - Tile Setter & Finisher - Residential**

**01/01/2021**

**JOB DESCRIPTION** Mason - Tile Setter & Finisher - Residential

**DISTRICT 12**

**ENTIRE COUNTIES**

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

**WAGES**

\*\*\*IMPORTANT NOTE: Applies to the construction of one family, two family row housing, townhouses, apartments, condominiums and garden type projects or a combination thereof, together with related service buildings and facilities which construction work may be performed wholly on-site or may consist of the assembly of off-site produced modules or components but any of which living units are in the finished form no more than two (2) stories high and are to be utilized solely as dwellings.\*\*\*

Per hour

07/01/2020

Tile/Marble/Terazzo

Setter	\$ 23.80
Finisher	19.08

## SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman Setter	\$ 8.15
Journeyman Finisher	8.03

## OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

## HOLIDAY

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

12-2TSFr

## Operating Engineer - Residential

01/01/2021

**JOB DESCRIPTION** Operating Engineer - Residential

**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 then north along 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 Route 44 and along Route 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

\*\*\*IMPORTANT NOTE: Applies to all rehabilitation work on residential structures. "Rehabilitation" shall be defined to include all work, including demolition, repair and alteration on any existing structure which is intended for residential use. On new housing, applicable only to site construction of all new work done by the Employer on one family, two family, row housing and garden type homes or apartments which are not more than four (4) stories above ground level and are used as dwellings.\*\*\*

Per hour

07/01/2020

Journeyperson	
All Clasifications	41.26

## SUPPLEMENTAL BENEFITS

Per hour

Journeyperson	
All Classifications	21.28

## OVERTIME PAY

See (B, E2, \*H) on OVERTIME PAGE

\*If Labor Day is worked, the rate of pay shall be at double time rate.

## HOLIDAY

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

1-158r Alb

## Plumber - Residential

01/01/2021

**JOB DESCRIPTION** Plumber - Residential

**DISTRICT** 1

## ENTIRE COUNTIES

Essex, Franklin

## PARTIAL COUNTIES

Hamilton: The Townships of Long Lake and Indian Lake

## WAGES

\*\*\*IMPORTANT NOTE: Applicable solely to new construction of up to, and including apartments with three floors of living accommodations with a maximum of 24 apartments per building, new houses, and repair and maintenance of old residential housing and the above. Also covers all plumbing in connection with sewers and water mains on highways, streets and roadways up to five (5) feet from any building when the residential rate applies.\*\*\*

Per hour

07/01/2020

05/01/2021

Plumber & Steamfitter	\$ 35.30	Additional \$1.30
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## SUPPLEMENTAL BENEFITS

Per hour

Journeyman \$ 20.85  
+ 10.63\*

\* This portion of the benefit is subject to the SAME PREMIUM as shown for overtime.

\* This portion per hour paid.

## OVERTIME PAY

See (B2, Q) on OVERTIME PAGE

## HOLIDAY

Paid: See (22) on HOLIDAY PAGE

Overtime: See (5, 6, 23) on HOLIDAY PAGE

Note: For the paid Christmas Holiday the employee must have worked 20 regular working days in the calendar year with contractor to qualify

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	\$ 17.93 + 5.32*
2nd yr	18.51 + 6.38*
3rd yr	19.10 + 7.44*
4th yr	19.68 + 8.50*
5th yr	20.27 + 9.57*

\* This portion of the benefit is subject to the SAME PREMIUM as shown for overtime.

\* This portion per hour paid.

1-773rEF-SF

## Sprinkler Fitter - Residential

01/01/2021

**JOB DESCRIPTION** Sprinkler Fitter - Residential

**DISTRICT** 1

## ENTIRE COUNTIES

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

## WAGES

\*\*\*IMPORTANT NOTE: "Residential fire protection work" is applicable to one or two family dwellings, all multiple family dwelling units which are permitted to have a single exterior up to and including four stories, townhouses with units stacked vertically up to and including four stories and group residential care facilities and protective care homes (sheltered housing), not to include nursing homes or ambulatory care facilities.\*\*\*

Per hour

07/01/2020

Sprinkler \$ 26.26  
Fitter

## SUPPLEMENTAL BENEFITS

Per hour

Journeyman \$ 26.62

## OVERTIME PAY

See (B, H) on OVERTIME PAGE

**HOLIDAY**

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

Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

1-669r

## Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

- ( AA ) Time and one half of the hourly rate after 7 and one half hours per day
- ( A ) Time and one half of the hourly rate after 7 hours per day
- ( B ) Time and one half of the hourly rate after 8 hours per day
- ( B1 ) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday.  
Double the hourly rate for all additional hours
- ( B2 ) Time and one half of the hourly rate after 40 hours per week
- ( C ) Double the hourly rate after 7 hours per day
- ( C1 ) Double the hourly rate after 7 and one half hours per day
- ( D ) Double the hourly rate after 8 hours per day
- ( D1 ) Double the hourly rate after 9 hours per day
- ( E ) Time and one half of the hourly rate on Saturday
- ( E1 ) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
- ( E2 ) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- ( E3 ) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- ( E4 ) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- ( E5 ) Double time after 8 hours on Saturdays
- ( F ) Time and one half of the hourly rate on Saturday and Sunday
- ( G ) Time and one half of the hourly rate on Saturday and Holidays
- ( H ) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- ( I ) Time and one half of the hourly rate on Sunday
- ( J ) Time and one half of the hourly rate on Sunday and Holidays
- ( K ) Time and one half of the hourly rate on Holidays
- ( L ) Double the hourly rate on Saturday
- ( M ) Double the hourly rate on Saturday and Sunday
- ( N ) Double the hourly rate on Saturday and Holidays
- ( O ) Double the hourly rate on Saturday, Sunday, and Holidays
- ( P ) Double the hourly rate on Sunday
- ( Q ) Double the hourly rate on Sunday and Holidays
- ( R ) Double the hourly rate on Holidays
- ( S ) Two and one half times the hourly rate for Holidays

- 
- ( S1 ) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
  - ( T ) Triple the hourly rate for Holidays
  - ( U ) Four times the hourly rate for Holidays
  - ( V ) Including benefits at SAME PREMIUM as shown for overtime
  - ( W ) Time and one half for benefits on all overtime hours.
  - ( X ) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)



## Holiday Codes

### PAID Holidays:

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

### OVERTIME Holiday Pay:

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

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

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

# **DAVIS- BACON WAGE DETERMINATION**

**#NY20210108, Mod# 0**

**Publication Date Jan 01, 2021**

"General Decision Number: NY20210108 01/01/2021

Superseded General Decision Number: NY20200108

State: New York

Construction Type: Building  
BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

County: Essex County in New York.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/01/2021

BRNY0002-023 07/01/2018

	Rates	Fringes
TILE SETTER.....	\$ 34.66	19.58

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CARP0277-033 07/01/2019

	Rates	Fringes
CARPENTER (Acoustical Ceiling Installation Only).....	\$ 28.05	20.63

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CARP0291-013 07/01/2019

	Rates	Fringes
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CARPENTER (Form Work Only).....	\$ 27.17	20.55
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CARP1163-005 07/01/2017		
	Rates	Fringes
MILLWRIGHT.....	\$ 27.15	21.29
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ELEC0910-006 04/01/2020		
	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring).....	\$ 36.00	5.75%+21.23
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ELEV0035-004 01/01/2020		
	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 47.51	34.765
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IRON0006-008 07/01/2020		
	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 31.45	28.16
IRONWORKER, REINFORCING.....	\$ 31.45	28.16
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LAB00157-003 07/01/2020		
	Rates	Fringes
LABORER (Mason Tender - Cement/Concrete).....	\$ 31.49	21.54
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LAB01822-009 07/01/2020		
	Rates	Fringes
LABORER (Common or General).....	\$ 24.73	21.60
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PAIN0038-005 05/01/2020		
	Rates	Fringes
PAINTER		
Brush and Roller.....	\$ 24.05	23.52
Spray.....	\$ 24.05	23.52
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PLUM0022-017 05/04/2020		
	Rates	Fringes
PIPEFITTER.....	\$ 36.43	26.32
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SHEE0083-005 06/01/2019		
	Rates	Fringes
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 33.73	33.04
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UAVG-NY-0005 07/01/2020		
	Rates	Fringes

PLUMBER.....	\$ 37.19	27.89
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UAVG-NY-0006 07/01/2020		
	Rates	Fringes
BRICKLAYER.....	\$ 30.63	18.98
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SUNY2017-010 07/01/2020		
	Rates	Fringes
CARPENTER, Excludes Acoustical Ceiling Installation, and Form Work.....	\$ 27.08	18.66
CEMENT MASON/CONCRETE FINISHER...	\$ 31.30	18.65
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 31.44	20.94
IRONWORKER, STRUCTURAL.....	\$ 31.44	27.18
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 24.77	6.75
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 43.97	24.17
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 41.10	19.26
OPERATOR: Crane.....	\$ 40.90	26.78
OPERATOR: Forklift.....	\$ 32.70	24.12
ROOFER.....	\$ 29.41	17.23
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union

average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.

Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

"



**SECTION 00800****SPECIAL CONDITIONS****PART 1 GENERAL****1.01 SECTION INCLUDES**

The following conditions are part of and supplemental to the General Conditions. Should conflict occur between the Special and General Conditions, then the Special Conditions shall govern. These conditions apply to each and every contract and contractor or other persons supplying material or labor for this project, directly or indirectly, and are to be considered part of each and every division of the specifications.

**1.02 DEFINITIONS**

- A. Owner: Town of Moriah  
38 Park Place  
Port Henry, NY 12794
- B. Architect: Fred Keil & Associates  
20 Pine Brook Drive  
Morrisonville, NY 12962
- C. Contractor: The contractor is either any Contractor and Subcontractor having direct involvement with this project .

**1.03 PROJECT CONDITIONS**

- A. Special instructions and all regulatory requirements must be followed.

**1.04 FUNDING and requirements**

Funding for this project is administered by New York State Homes and Community Renewal and provided by the Housing Trust Fund Corporations. The Housing Trust Fund Corporation established a combined goal of 20% for Minority-Owned Business Enterprises (MBE) and for Women-Owned Business Enterprises (WBE). Specific requirements are listed on the bid pages.

Prevailing wages are in effect.

**1.05 RELATED SECTIONS**

- A. Sections: All pages and sections in this project manual including drawings, contract forms, related documents and addenda.
- B. Contractor shall provide, install and maintain a project sign in accordance with the specifications.

**1.05 HAZARDOUS MATERIAL**

- A. To the best of our knowledge, no hazardous material does not exist in any the project area..
- B. All suspected Materials were tested and a copy of the test report is available by retest.

**1.06 LOCATION OF PROPERTY**

- A. All work shall be performed at 38 Park Place, Port Henry, NY 12974

**1.07 PROJECT MEETINGS**

- A. The Architect will schedule progress meetings, as needed, at the project site, attendance of key personnel, contractor, and sub-contractor is mandatory.

**1.08 QUALITY CONTROL**

- A. The owner reserves the right to order quality control tests of material, equipment and operation of equipment. The material to be tested are to be furnished by the Contractor at no cost to the Owner. The Owner pays for the tests.

**1.09 MEASUREMENTS, QUANTITIES**

- A. Verify all measurements and quantities at the site before ordering materials or doing work. The contractor shall be responsible for all measurements and quantities.

**1.10 DRAWINGS, PLANS, AND DETAILS**

- A. Drawings, plans and details are based on existing information and observations. The Contractor shall verify that the installation of all items can be accomplished. Notify the architect of any problems relative to delivery, manufacture and installation of the new products or equipment prior to submitting your bid.
- B. Workmanship: Employ only trained and competent workmen. The work is to be laid out plumb, level, as required by the manufacturer and construction documents. All parts of the work are to be securely anchored, shored or supported.
- C. Examination of drawings, specification, premises: **Before bidding**, examine site, drawings, specification, existing conditions; determine existence of other requirements affecting work. Requests for extras will not be allowed for anything that can be determined by inspecting the site, existing building, or construction documents. The contractor's bid shall include all disposal costs and dump charges. Each contractor shall be responsible to remove all construction trash created by his operation.

**1.11 SUBSTITUTIONS**

- A. Submit proposals strictly on work as specified. Refer to the instructions to bidders Section 00200. Specific products listed refer to the minimum acceptable performance standard for specific items, however, other similar products may be considered "as equal" if the contractor submits alternate products for the architect's consideration and approval 10 days prior to the bid due date. The contractor's documentation must include a description of proposed products, color choices, cost and warranty.
- B. The Architect may also issue an addendum listing approved substitutions requested by any Contractor or bidder.

**1.12 PERMITS AND FEES**

- A. The owner will apply and pay for the building permit.
- B. Obtain and pay for all other permits and fees, as required, to do your specific work items including "Tap-on" charges required by the municipality. Secure and present to the Owner certificates of inspection and approval from inspection departments have jurisdiction over this work.

**1.13 LAYOUT**

- A. Maintain and refer to established levels and existing conditions. The contractor shall obtain approval of any layout from the architect before proceeding with the installation.

**1.14 TEMPORARY CONVENIENCES**

- A. Telephone: Provided telephone service for Contractor/foreman. Pay for all project related calls.
- B. Storage Facilities: Provide weatherproof storage sheds to protect materials which might be damaged by open storage. The location of the storage facility must be approved by the owner/architect. Weather proof storage containers will be required at the time of delivery of the elevator equipment.
- C. Sanitary Facilities: the existing sanitary facilities may not be used for the workers for the duration of the project. The contractor shall provide temporary sanitary facilities for the duration of this project.
- D. The contractor shall provide dust partitions at the construction site. The restaurant will remain in full use and dust partitions that may affect the effective use of the restaurant shall be removed after working hours.

**E. PROJECT PROCEDURES**

At all times during the performance of this contract and until the work is completed and accepted, the contractor shall directly superintend the work or assign and have on the work sites a full time competent superintendent who is satisfactory to the owner and architect and has the authority to act for the contractor.

All contractors shall coordinate and coordinate their work with the other trades.

**The following Project Procedures shall be followed and must be approved by the owner and architect:**

Prior to the start of any on-site work obtain approval from the owner, or the designated representative, and architect for the following, including but not limited to:

1. The contractor shall provide a detailed work schedule for the entire project. The schedule must identify which preparation or construction will take place in specific locations.
2. Access to building: **access to the building must be arranged with the owner. A temporary stair may be required for public access to the building during the construction period.** At the end of each day all doors must be locked. It is the responsibility of the individual contractors to secure the building or construction site in cooperation with the owner and restaurant upon leaving for the day or weekends.
3. **The Owner reserves the right to deny contractor's access to the premises, in the event that the above procedures are not followed.** No extension of the contract period and the starting date for liquidating damages will be considered as a result of denied access.

**1.17 CO-OPERATION**

- A. Each contractor shall coordinate work of his contractors, suppliers, and manufacturers and other contractors working on the project.

- B. Each trade is to cooperate in the installation of work of other trades.
- C. All contractors shall cooperate with the Owner and the owners time table. Portions of the project shall remain occupied and the Contractor must make all necessary arrangements with the owner.
- D. Operating hours: The contractor may work at the project site between 8 am and 4 pm, Mondays through Fridays, excluding holidays. Other times may be arranged.
- E. Parking: Limited parking (one space/contractor) may be available near the project site. The contractor shall make arrangements for off-site parking for workers.
- F. The contractors may not drive over lawn and landscaped areas. The owner will permit reasonable access to the construction area. Damaged paving, sidewalks, lawns, landscaping and planting must be replaced to the satisfaction of the owner.
- G. Dust partitions: will be required to limit air borne dust in the construction area and the building in general. Portions of the building will remain occupied and open to the public. In the event the contractor's operation create large amounts of dust that settles on existing surfaces, decorations, chairs and/or equipment, or significant soiling of floors then the owner will require cleaning of the affected items at the contractor's expense.

#### **1.18 PROTECTION AND DAMAGE**

- A. Contractors are to protect from damage their own work and adjacent work of other trades. The contractor shall provide adequate protection of existing surfaces and equipment. Damaged surfaces including existing roofing, brick, etc. shall be repaired to the satisfaction of the owner.

#### **1.19 WATCHMEN**

- A. Contractor's obligation to protect work may at his discretion and expense require the employment of one or more watchmen.

#### **1.20 INSURANCE**

- A. Refer to the Owner's contract and the specifications. The Owner shall maintain Fire and Extended Coverage Insurance as provided in the General Conditions. The contractor's insurance shall provide coverage of material in transit as well as resulting liquidating damages.

#### **1.21 ACCIDENT REPORTS**

- A. In the event of accidents of any kind, furnish the Owner with copies of all accident reports at the same time reports are forwarded to other interested parties.

#### **1.22 BONDS**

- A. Prior to executing the contract, furnish the Owner with the required bonds upon forms approved by the Architect.

B. For any contract, or aggregate of contracts, in excess of \$25,000 the Contractor will be required to furnish a 100% Performance and 100% Payment Bond for the duration of the project. **You must submit a letter from your bonding company stating that they will issue a labor and performance bond in the event your bid is accepted.**

### **1.23 PAYMENTS**

A. Before beginning work, submit a schedule of values of the various parts of the work. Requisitions for payments are to be based on this schedule. Submit a pencil copy of the request for payment on an AIA form 20 days prior to request for payment date. After review or the requisition by the Architect and owner, submit the formal request for payment on AIA forms. The writing on the forms must be legible (typed) handwritten forms will not be accepted.

B. **Payments shall be made monthly on work performed** not previously paid for. The Owner **shall withhold from each payment 5% of the value of the work** accomplished during the payment period.

C. Payments so withheld shall be retained by the Owner until 30 days after completion and acceptance of work.

D. Payments shall be made on material stored off the site only if:

1. It is the Architect's opinion that this is in the owner's best interest.
2. Bills of Sale are produced to establish the Owner's title to such material.
3. The material is adequately insured.
4. The material is accessible at all times for the Architect's inspection.

### **1.24 PROJECT CLOSEOUT – GUARANTIES, BONDS, AND AFFIDAVITS**

A. At the time of substantial completion the Contractor shall furnish to the Owner in triplicate form all guaranties, bonds, releases of liens, and affidavits as required by the General Conditions of the contract and individual divisions.

B. The Contractor shall furnish in triplicate sets all instructions and maintenance data to the Owner. The Contractor shall also provide the necessary operating instructions to the Owner as required by other divisions.

C. Final inspection is to be conducted after all punch-list items have been corrected.

D. A notarized release of liens must be provided by the contractor prior to final payment.

### **1.25 GUARANTY – WARRANTY**

A. Contractor shall and does hereby guarantee all work as called for in the various sections of this specification, when such work is performed by his subcontractor's. The warrantee shall be provided in letter form with necessary manufacturer's attachments.

#### **1.26 CLEANING UP**

A. Do not throw rubbish from windows or other parts of the building. Burning of debris on site is not permitted.

B. Periodic process cleaning and removal of rubbish & debris is required of each contractor on a daily basis..

C. At the completion of the job, the Contractor shall remove all waste, rubbish and other materials left as a result of his operations and leave the premises in clean condition. The contractor shall pay for dumpster rental, transportation and dump charges.

D. At the completion of each day's work, the Contractor shall store all tools and other materials where directed by the Owner. The building may be used by others at certain times.

E. Remove all marks, handprints drips, and spills from existing surfaces on the interior and exterior. Dust and Construction dirt shall be removed from all equipment.

#### **1.27 TIME OF COMPLETION AND LIQUIDATING DAMAGES**

A. The Contractor shall commence work under this Contract on the date specified in the written notice from the Owner to proceed and shall fully complete all work within the time specified.

#### **1.28 RECORDING OF EXISTING DATA AND NEW WORK**

A. Carefully examine the Drawings and immediately report to the Architect and error, apparent discrepancy in the data shown or omissions of data required for accurately accomplishing work.

B. On all new work which will be concealed, and will not be visible at the completion of the work, such as ends of house connections, stub-outs, pipes and like objects, mark elevations and location on the as-built drawings.

End of document

**SECTION 01100  
SUMMARY****PART 1 GENERAL****1.01 PROJECT**

- A. Project : Moriah Town Hall Improvements, Port Henry, NY
- B. Owner: Town of Moriah
- C. Architect: Fred Keil & Associates, Architects.
- D. The Project consists of several unrelated improvements including but not limited to:
  - 1. Complete limited demolition to include removal of a wooden ramp, railings at existing stairs, removal of one window and masonry below the window sill and enlarge two interior openings.
  - 2. Provide a vestibule within the existing portico.
  - 3. Provide new ramps with railings.
  - 4. Provide new concrete stairs and railings.
  - 5. Provide new sidewalks, curb cut and grade adjustments.
  - 6. Provide two enlarged openings and door modifications.
  - 7. Provide a complete handicapped washroom in an addition.
  - 8. Provide a landing and exterior stair at the rear entrance.
  - 9. Provide all necessary drains, water supply and plumbing fixtures for the new washroom.
  - 10. Provide all electric wiring, outlets, switches, exhaust fan, interior and exterior light fixtures.
  - 11. Provide wiring, outlets, switching and exit signs, emergency lights, light fixtures, electric heaters and supply power to the new HVAC units as indicated on the plans

**1.02 CONTRACT DESCRIPTION**

- A. Contract Type: A single prime contract for the improvements based on a stipulated Price.
- B. The owner may accept bids on individual items as listed in the bidding documents. Contractor must clearly identify which work items they are bidding on.

**1.03 DESCRIPTION OF ALTERATIONS WORK**

- A. Scope of alterations work is shown on drawings and as specified.

**1.04 FUTURE WORK**

- A. Project is not designed for future improvements.

**1.05 OWNER OCCUPANCY**

- A. The Town Offices will remain occupied during the construction period. The owner intends to occupy the Project upon Substantial Completion.
- C. Cooperate with the Town of Moriah to minimize conflict and to facilitate the functions of the Town Offices.

**1.06 CONTRACTOR USE OF SITE AND PREMISES**

- A. Construction Operations: Limited to the immediate work area within the building.
- B. Arrange use of site and premises to allow:
  - 1. The functions of the restaurant and public occupancy of the first floor.
  - 2. Work by Others.
  - 3. Work performed by the owner..
- C. Provide access to and from site as required by law and by the owner:
  - 1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
  - 2. Do not obstruct roadways, sidewalks, or other public ways without permit.

**1.07 SPECIFICATION SECTIONS APPLICABLE TO ALL CONTRACTS**

- A. Unless otherwise noted, all provisions of the sections listed below apply to all contracts. Specific items of work listed under individual contract descriptions constitute exceptions.
- B. Section 01200 - Price and Payment Procedures.
- C. Section 01300 - Administrative Requirements.
- D. Section 01325 - Construction Progress Schedule.
- E. Section 01565 - Security Measures.
- F. Section 01400 - Quality Requirements.
- G. Section 01425 - Reference Standards.
- H. Section 01500 - Temporary Facilities and Controls.
- I. Section 01550 - Vehicular Access and Parking.
- J. Section 01600 - Product Requirements.
- K. Section 01700 - Execution Requirements.
- L. Section 01780 - Closeout Submittals.

**PART 2 PRODUCTS - NOT USED****PART 3 EXECUTION - NOT USED**

**END OF SECTION**



## SECTION 01200

## PRICE AND PAYMENT PROCEDURES

## PART 1 GENERAL

## 1.1 SECTION INCLUDES

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Documentation of changes in Contract Sum and Contract Time.
- C. Change procedures.
- D. Correlation of Contractor submittals based on changes.
- E. Procedures for preparation and submittal of application for final payment.

## 1.2 RELATED SECTIONS

- A. Document 00500 - Agreement: Contract Sum, retainages, payment period, monetary values of unit prices.
- B. Document 00700 - General Conditions and Document 00800 - Supplementary Conditions: Additional requirements for progress payments, final payment, changes in the Work.
- C. Section 01210 - Allowances: Payment procedures relating to allowances.
- D. Section 01270 - Unit Prices: Monetary values of unit prices, payment and modification procedures relating to unit prices.

## 1.3 SCHEDULE OF VALUES

- A. Submit a printed schedule as a draft on AIA Form G703 - Application and Certificate for Payment Continuation Sheet. Contractor's standard form or electronic media printout will be considered.
- B. Submit Schedule of Values in duplicate within your bid established in Notice to Proceed.

## 1.4 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Payment Period: Submit at monthly intervals as stipulated in the Agreement.
- B. Present required information in typewritten form.
- C. Form: use Standard AIA G702 Application and Certificate for Payment and AIA G703 - Continuation Sheet.
- D. For each item, provide a column for listing each of the following:
  - 1. Item Number.
  - 2. Description of work.
  - 3. Scheduled Values.
  - 4. Previous Applications.
  - 5. Work in Place and Stored Materials under this Application.
  - 6. Authorized Change Orders.
  - 7. Total Completed and Stored to Date of Application.
  - 8. Percentage of Completion.
  - 9. Balance to Finish.
  - 10. Retainage.
- E. Execute certification by signature of authorized officer.
- F. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored Products.

- G. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of Work.
- H. Submit three copies of each Application for Payment.
- I. Include the following with the application:
  - 1. Transmittal letter as specified for Submittals in Section 01300.
- J. When the owner or Fred Keil & Associates, Architect requires substantiating information, submit data justifying dollar amounts in question. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.

#### 1.5 MODIFICATION PROCEDURES

- A. The Architect will advise of minor changes in the Work not involving an adjustment to Contract Sum or Contract Time as authorized by the Conditions of the Contract by issuing supplemental instructions on AIA Form G710.
- B. Construction Change Directive: the Architect may issue a document, signed by Owner, instructing Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
  - 1. Promptly execute the change in Work.
- C. Proposal Request: the Architect may issue a document which includes a detailed description of a proposed change with supplementary or revised Drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation within 10 days.
- D. Computation of Change in Contract Amount:
  - 1. For change requested by the Architect for work falling under a fixed price contract, the amount will be based on Contractor's price quotation.
  - 2. For change ordered by the Architect without a quotation from Contractor, the amount will be determined by Fred Keil & Associates, Architect based on the Contractor's substantiation of costs as specified for Time and Material work.
- E. Substantiation of Costs: Provide full information required for evaluation.
  - 1. On request, provide following data:
    - a. Quantities of products, labor, and equipment.
    - b. Taxes, insurance, and bonds.
    - c. Overhead and profit.
    - d. Justification for any change in Contract Time.
    - e. Credit for deletions from Contract, similarly documented.
  - 2. Support each claim for additional costs with additional information:
    - a. Origin and date of claim.
    - b. Dates and times work was performed, and by whom.
    - c. Time records and wage rates paid.
    - d. Invoices and receipts for products, equipment, and subcontracts, similarly documented.
  - 3. For Time and Material work, submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.
- F. Execution of Change Orders: the Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract .
- G. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
- H. Promptly revise progress schedules to reflect any change in Contract Time, revise

sub-schedules to adjust times for other items of work affected by the change, and resubmit.

#### 1.6 APPLICATION FOR FINAL PAYMENT

- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- B. Application for Final Payment will not be considered until the following have been accomplished:
  - 1. All closeout procedures specified in Section 01700.
  - 2. Release of Liens.
  - 3. Certificate of Occupancy.
  - 4. Warrantee Information.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 01300****ADMINISTRATIVE REQUIREMENTS****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Preconstruction meeting.
- B. Progress meetings.
- C. Construction progress schedule.
- D. Coordination drawings.
- E. Submittal procedures.

**1.02 RELATED SECTIONS**

- A. Document 00700 - General Conditions: Dates for applications for payment.
- B. Document 00700 - General Conditions: Duties of the General Contractor
- C. Document 00800 - Supplementary Conditions: Duties of the General Contractor.
- D. Section 01700 - Execution Requirements: Additional coordination requirements.
- E. Section 01780 - Closeout Submittals: Project record documents.

**1.03 PROJECT COORDINATION**

- A. During construction, coordinate use of site and facilities through the Architect.
- B. Comply with the Architect's procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.
- C. Comply with instructions of the Architect for use of temporary utilities and construction facilities.
- D. Make the following types of submittals to the Architect through the Project Coordinator:
  - 1. Requests for interpretation.
  - 2. Requests for substitution.
  - 3. Test and inspection reports.
  - 4. Applications for payment and change order requests.
  - 5. Progress schedules.
  - 6. Coordination drawings.
  - 7. Closeout submittals.

**PART 3 EXECUTION****2.01 PRECONSTRUCTION MEETING**

- A. Attendance Required:
  - 1. Owners representative.
  - 2. Fred Keil & Associates, Architects.

3. Contractor

B. 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, schedule of values, and progress schedule.
5. Designation of personnel representing the parties to Contract, and the Architect.
6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
7. Scheduling.

- C. The Architect will record minutes and distribute copies within 8 days after meeting to participants and the owner.

**2.02 PROGRESS MEETINGS**

- A. Schedule and administer meetings throughout progress of the Work at maximum monthly intervals.

- B. Attendance Required: Job superintendent, major Subcontractors and suppliers, owners representative, the Architect, as appropriate to agenda topics for each meeting.

C. Agenda:

1. Review minutes of previous meetings.
2. Review of Work progress.
3. Field observations, problems, and decisions.
4. Identification of problems which impede planned progress.
5. Review of submittals schedule and status of submittals.
6. Maintenance of progress schedule.
7. Corrective measures to regain projected schedules.
8. Planned progress during succeeding work period.
9. Effect of proposed changes on progress schedule and coordination.
10. Other business relating to Work.

- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to the Architect, owner, participants, and those affected by decisions made.

**2.03 CONSTRUCTION PROGRESS SCHEDULE**

- A. If preliminary schedule requires revision after review, submit revised schedule within 10 days.

- B. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.

1. Include written certification that major contractors have reviewed and accepted proposed schedule.

- C. Within 10 days after joint review, submit complete schedule.

- D. Submit updated schedule with each Application for Payment.

#### **2.04 PROGRESS PHOTOGRAPHS**

- A. The Architect will take photographs of construction throughout progress of work.
- B. Photographs will be taken on date for each application for a payment, during construction and at significant installation/completion.
- C. Photographs will be taken as evidence of existing project conditions.
- D. Prints: To be provided as record and/or digital image files.
- E. The Architect will maintain the photographic file.

#### **2.05 COORDINATION DRAWINGS**

- A. As may be required by change orders.

**END OF SECTION**

## SECTION 01400

## QUALITY REQUIREMENTS

## PART 1 GENERAL

## 1.1 SECTION INCLUDES

- A. References and standards.
- B. Quality assurance submittals.
- C. Control of installation.
- D. Tolerances.
- E. Testing and inspection services.

## 1.2 RELATED SECTIONS

- A. Document 00300 - Information Available to Bidders: existing building and working conditions.
- B. Document 00700 - General Conditions: Inspections and approvals required by public authorities.
- C. Section 01600 - Product Requirements: Requirements for material and product quality.

## 1.3 REFERENCES AND STANDARDS - See Section 01425

- A. Conform to reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.
- B. Should specified reference standards conflict with Contract Documents, request clarification from Fred Keil & Associates, Architect before proceeding.

## 1.4 TESTING AND INSPECTION AGENCIES

## PART 3 EXECUTION

## 2.1 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. Should manufacturers' instructions conflict with Contract Documents, request clarification from Fred Keil & Associates, Architect 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. Have Work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

## 2.2 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work.

Do not permit tolerances to accumulate.

- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Fred Keil & Associates, Architect before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

## 2.3 TESTING AND INSPECTION

- A. Testing Agency Duties:
  - 1. Provide qualified personnel at site. Cooperate with Fred Keil & Associates, Architect and Contractor in performance of services.
  - 2. Perform specified sampling and testing of products in accordance with specified standards.
  - 3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
  - 4. Promptly notify Fred Keil & Associates, Architect and Contractor of observed irregularities or non-conformance of Work or products.
  - 5. Perform additional tests and inspections required by Fred Keil & Associates, Architect.
  - 6. Submit reports of all tests/inspections specified.
- B. Limits on Testing/Inspection Agency Authority:
  - 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
  - 2. Agency may not approve or accept any portion of the Work.
  - 3. Agency may not assume any duties of Contractor.
  - 4. Agency has no authority to stop the Work.
- C. Contractor Responsibilities:
  - 1. Deliver to agency at designated location, adequate samples of materials proposed to be used which require testing, along with proposed mix designs.
  - 2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
  - 3. Provide incidental labor and facilities:
    - a. To provide access to Work to be tested/inspected.
    - b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
    - c. To facilitate tests/inspections.
    - d. To provide storage and curing of test samples.
  - 4. Notify Fred Keil & Associates, Architect and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
  - 5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
  - 6. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- D. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by Fred Keil & Associates, Architect. Payment for re testing will be charged to the Contractor by deducting testing charges from the Contract Price.

## 2.4 DEFECT ASSESSMENT

- A. Replace Work or portions of the Work not conforming to specified requirements.
- B. If, in the opinion of Fred Keil & Associates, Architect, it is not practical to remove and replace the Work, Fred Keil & Associates, Architect will direct an appropriate remedy or adjust payment.

END OF SECTION



## SECTION 01425

## REFERENCE STANDARDS

## PART 1 GENERAL

## 1.1 SECTION INCLUDES

- A. Requirements relating to referenced standards.

## 1.2 RELATED SECTIONS

- A. Document 00700 - General Conditions: Reference standards.

## 1.3 QUALITY ASSURANCE

- A. For products or workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.
- C. Should specified reference standards conflict with Contract Documents, request clarification from the Fred Keil & Associates, Architect before proceeding.
- D. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of the Fred Keil & Associates, Architect shall be altered by the Contract Documents by mention or inference otherwise in any reference document.

## PART 2 CONSTRUCTION INDUSTRY ORGANIZATION DOCUMENTS

## 2.1 APA -- APA - THE ENGINEERED WOOD ASSOCIATION

- A. APA E30 - Engineered Wood Construction Guide.

## 2.2 ASHRAE -- AMERICAN SOCIETY OF HEATING, REFRIGERATING AND AIR-CONDITIONING ENGINEERS, INC.

- A. ASHRAE (HVACA) - ASHRAE Handbook - HVAC Applications.
- B. ASHRAE (HVACS) - ASHRAE Handbook - HVAC Systems and Equipment.

END OF SECTION

## SECTION 01400

## QUALITY REQUIREMENTS

## PART 1 GENERAL

## 1.1 SECTION INCLUDES

- A. References and standards.
- B. Quality assurance submittals.
- C. Control of installation.
- D. Tolerances.
- E. Testing and inspection services.

## 1.2 RELATED SECTIONS

- A. Document 00300 - Information Available to Bidders: existing building and working conditions.
- B. Document 00700 - General Conditions: Inspections and approvals required by public authorities.
- C. Section 01600 - Product Requirements: Requirements for material and product quality.

## 1.3 REFERENCES AND STANDARDS - See Section 01425

- A. Conform to reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.
- B. Should specified reference standards conflict with Contract Documents, request clarification from Fred Keil & Associates, Architect before proceeding.

## 1.4 TESTING AND INSPECTION AGENCIES

## PART 3 EXECUTION

## 2.1 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. Should manufacturers' instructions conflict with Contract Documents, request clarification from Fred Keil & Associates, Architect 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. Have Work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

## 2.2 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work.

Do not permit tolerances to accumulate.

- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Fred Keil & Associates, Architect before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

## 2.3 TESTING AND INSPECTION

- A. Testing Agency Duties:
  - 1. Provide qualified personnel at site. Cooperate with Fred Keil & Associates, Architect and Contractor in performance of services.
  - 2. Perform specified sampling and testing of products in accordance with specified standards.
  - 3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
  - 4. Promptly notify Fred Keil & Associates, Architect and Contractor of observed irregularities or non-conformance of Work or products.
  - 5. Perform additional tests and inspections required by Fred Keil & Associates, Architect.
  - 6. Submit reports of all tests/inspections specified.
- B. Limits on Testing/Inspection Agency Authority:
  - 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
  - 2. Agency may not approve or accept any portion of the Work.
  - 3. Agency may not assume any duties of Contractor.
  - 4. Agency has no authority to stop the Work.
- C. Contractor Responsibilities:
  - 1. Deliver to agency at designated location, adequate samples of materials proposed to be used which require testing, along with proposed mix designs.
  - 2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
  - 3. Provide incidental labor and facilities:
    - a. To provide access to Work to be tested/inspected.
    - b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
    - c. To facilitate tests/inspections.
    - d. To provide storage and curing of test samples.
  - 4. Notify Fred Keil & Associates, Architect and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
  - 5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
  - 6. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- D. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by Fred Keil & Associates, Architect. Payment for re testing will be charged to the Contractor by deducting testing charges from the Contract Price.

## 2.4 DEFECT ASSESSMENT

- A. Replace Work or portions of the Work not conforming to specified requirements.
- B. If, in the opinion of Fred Keil & Associates, Architect, it is not practical to remove and replace the Work, Fred Keil & Associates, Architect will direct an appropriate remedy or adjust payment.

END OF SECTION

## SECTION 01500

## TEMPORARY FACILITIES AND CONTROLS

## PART 1 GENERAL

## 1.1 SECTION INCLUDES

- A. Temporary utilities.
- B. Temporary telephone service.
- C. Temporary sanitary facilities.
- D. Temporary Controls: Barriers, enclosures, and fencing.
- E. Security requirements.
- F. Vehicular access and parking.
- G. Waste removal facilities and services.

## 1.2 RELATED SECTIONS

- A. Section 01510 - Temporary Utilities.
- B. Section 01525 - Field Offices.
- C. Section 01550 - Vehicular Access and Parking.
- D. Section 01565 - Security Measures.
- E. Section 01585 - Project Sign.

## 1.3 TEMPORARY UTILITIES - See Section 01510

- A. Existing utilities may be used.

## 1.4 TELEPHONE SERVICE

- A. Contractor shall have on site telephone service..

## 1.5 TEMPORARY SANITARY FACILITIES

- A. Existing sanitary facilities may be used provided they are cleaned prior to any scheduled public use of the building..

## 1.6 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. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

## 1.7 FENCING

## 1.8 EXTERIOR ENCLOSURES

- A. None anticipated.

## 1.9 INTERIOR ENCLOSURES

- A. Provide temporary dust and environmental partitions to separate work areas from Owner-occupied areas, to prevent penetration of dust and moisture into Owner-occupied areas, and to prevent damage to existing materials and equipment.

- B. Construction: Framing and reinforced polyethylene sheet materials with closed joints and sealed edges at intersections with existing surfaces:

#### 1.10 SECURITY - See Section 01565

- A. Provide security and facilities to protect Work, existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.

#### 1.11 VEHICULAR ACCESS AND PARKING - See Section 01550

- A. Coordinate access and haul routes with governing authorities and Owner.
- B. Provide and maintain access to fire hydrants, free of obstructions.
- C. Provide means of removing mud from vehicle wheels before entering streets.
- D. Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.

#### 1.12 WASTE REMOVAL

- A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- B. Provide containers with lids. Remove trash from site periodically.
- C. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.
- D. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

#### 1.13 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

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

#### PART 2 PRODUCTS - NOT USED

#### PART 3 EXECUTION - NOT USED

END OF SECTION

## SECTION 01510

## TEMPORARY UTILITIES

## PART 1 GENERAL

## 1.1 SECTION INCLUDES

- A. Temporary Utilities: Electricity, lighting, heat, ventilation, and water.

## 1.2 RELATED SECTIONS

- A. Section 01500 - Temporary Facilities and Controls: Telephone service for administrative purposes.

## 1.3 TEMPORARY ELECTRICITY

- A. Cost: The owners electric power may be used.
- B. Connect to owners existing power service.
  - 1. Do not disrupt owners need for continuous service.
  - 2. Exercise measures to conserve energy.
- D. Provide temporary electric feeder from existing building electrical service at location as directed.
- E. Complement existing power service capacity and characteristics as required.
- F. Provide power outlets for construction operations, with branch wiring and distribution boxes located at each floor. Provide flexible power cords as required.
- G. Provide adequate distribution equipment, wiring, and outlets to provide single phase branch circuits for power and lighting.

## 1.4 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

- A. Provide and maintain incandescent lighting for construction operations to achieve a minimum lighting level of 2 watt/sq ft .
- B. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.
- C. Maintain lighting and provide routine repairs.

## 1.5 TEMPORARY HEATING

- A. Cost of Energy: by owner.
- B. Provide heating devices and heat as needed to maintain specified conditions for construction operations.
- C. Maintain minimum ambient temperature of 50 degrees F in areas where construction is in progress, unless indicated otherwise in specifications.
- D. Existing facilities shall not be used.

## 1.6 TEMPORARY VENTILATION

- A. Existing ventilation equipment may not be used.

## 1.7 TEMPORARY WATER SERVICE

- A. Cost of Water Used: By owner.
- B. Provide and maintain suitable quality water service for construction operations at time of project mobilization.

C. Connect to existing water source.

D. Exercise measures to conserve water.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01550

VEHICULAR ACCESS AND PARKING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Parking.
- B. Haul routes.
- C. Maintenance.
- D. Removal, repair.
- E. Mud from site vehicles.

1.2 RELATED SECTIONS

- A. Section 01100 - Summary: access to site, work sequence, and occupancy.

PART 3 EXECUTION

2.1 PREPARATION

2.2 PARKING

- A. Arrange for temporary parking areas to accommodate use of construction personnel.

2.3 CONSTRUCTION PARKING CONTROL

- A. Control vehicular parking to prevent interference with public traffic and parking, access by emergency vehicles, and Owner's operations.
- B. Monitor parking of construction personnel's vehicles in existing facilities. Maintain vehicular access to and through parking areas.

2.4 FLAG PERSONS

- A. Provide trained and equipped flag persons to regulate traffic when construction operations or traffic encroach on public traffic lanes.

2.5 HAUL ROUTES

- A. Consult with authority having jurisdiction, establish public thoroughfares to be used for haul routes and site access.
- B. Confine construction traffic to designated haul routes.
- C. Provide traffic control at critical areas of haul routes to regulate traffic, to minimize interference with public traffic.

2.6 REMOVAL, REPAIR

- A. Repair existing facilities damaged by use, to original condition.
- B. Remove equipment and devices when no longer required.
- C. Repair damage caused by installation.

2.7 MUD FROM SITE VEHICLES

- A. Provide means of removing mud from vehicle wheels before entering streets.



## SECTION 01600

## PRODUCT REQUIREMENTS

## PART 1 GENERAL

## 1.1 SECTION INCLUDES

- A. General product requirements.
- B. Re-use of existing products.
- C. Transportation, handling, storage and protection.
- D. Product option requirements.
- E. Substitution limitations and procedures.
- F. Spare parts and maintenance materials.

## 1.2 RELATED SECTIONS

## 1.3 SUBMITTALS

- A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
  - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.
- D. Indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

## PART 2 PRODUCTS

## 2.1 EXISTING PRODUCTS

- A. Reused Products: Reused products include materials and equipment previously used in this or other construction, salvaged and refurbished as specified.

## 2.2 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by the Contract Documents.
- B. Provide interchangeable components of the same manufacture for components being replaced.

## 2.3 PRODUCT OPTIONS

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

## 2.4 SPARE PARTS AND MAINTENANCE PRODUCTS

- A. Provide spare parts, maintenance, and extra products of types and in quantities specified in individual specification sections.
- B. Deliver to Project site; obtain receipt prior to final payment.

## PART 3 EXECUTION

### 3.1 SUBSTITUTION PROCEDURES

- A. Instructions to Bidders specify time restrictions for submitting requests for substitutions during the bidding period. Comply with requirements specified in this section.
- B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- C. A request for substitution constitutes a representation that the submitter:
  - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
  - 2. Will provide the same warranty for the substitution as for the 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.
- D. Substitution Submittal Procedure:
  - 1. Submit one copy 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 the proposed product equivalence. Burden of proof is on proposer.
  - 3. The Fred Keil & Associates, Architect will notify Contractor in writing of decision to accept or reject request.
  - 4. Acceptable products will be issued to all bidders of record in an addendum.

### 3.2 TRANSPORTATION AND HANDLING

- A. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- B. Transport and handle products in accordance with manufacturer's instructions.
- C. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- D. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- E. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.
- F. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

### 3.3 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
- B. Store and protect products in accordance with manufacturers' instructions. Note that the elevator equipment may require temporary on site storage containers/trailer.

- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- G. Prevent contact with material that may cause corrosion, discoloration, or staining.
- 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.

END OF SECTION

## SECTION 01700

## EXECUTION REQUIREMENTS

## PART 1 GENERAL

## 1.1 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures.
- B. Requirements for alterations work, including selective demolition.
- C. Cutting and patching.
- D. Laying out the work.
- E. Cleaning and protection, final cleaning.
- F. Closeout procedures, except payment procedures.

## 1.2 RELATED SECTIONS

- A. Section 01100 - Summary: Limitations on working in existing building; continued occupancy; work sequence; identification of salvaged and relocated materials.
- B. Section 01300 - Administrative Requirements: Submittals procedures.
- C. Section 01400 - Quality Requirements: Testing and inspection procedures.
- D. Section 01500 - Temporary Facilities and Controls: Temporary exterior enclosures.
- E. Section 01732 - Waste Management: Additional procedures for trash/waste removal, recycling, salvage, and reuse.
- F. Section 02225 - Demolition: Demolition of whole structures and parts thereof; site utility demolition.
- G. Section 07840 - Fire stopping.

## 1.3 SUBMITTALS

- A. See Section 01300 - Administrative Requirements, for submittal procedures.
- B. Demolition Plan: Submit demolition plan as specified by OSHA and local authorities.
  - 1. Indicate extent of demolition, removal sequence, bracing and shoring, and location and construction of barricades and fences.
- C. Cutting and Patching: Submit written request in advance of cutting or alteration which affects:
  - 1. Structural integrity of any element of Project.
  - 2. Efficiency, maintenance, or safety of any operational element.
  - 3. Visual qualities of sight exposed elements.
  - 4. Work of Owner or separate Contractor.

## 1.4 QUALIFICATIONS

## 1.5 PROJECT CONDITIONS

- A. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- B. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere.
- C. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.

- D. **Pest Control:** Provide methods, means, and facilities to prevent pests and insects from damaging the work.
- E. **Rodent Control:** Provide methods, means, and facilities to prevent rodents from accessing or invading premises.

## 1.6 COORDINATION

- A. See Section 01100 for occupancy-related requirements.
- B. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- C. Notify affected utility companies and comply with their requirements.
- D. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- E. Coordinate space requirements, supports, and installation of mechanical and electrical work which are 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.
- F. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- G. Coordinate completion and clean-up of work of separate sections.
- H. 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.

## PART 2 PRODUCTS

### 2.1 PATCHING MATERIALS

- A. **New Materials:** As specified in product sections; match existing products and work for patching and extending work.
- B. **Type and Quality of Existing Products:** Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. **Product Substitution:** For any proposed change in materials, submit request for substitution described in Section 01600.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that 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. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. **Prior to Cutting:** Examine existing conditions prior to commencing work, including elements

subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

### 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 any new material or substance in contact or bond.

### 3.3 LAYING OUT THE WORK

- A. Promptly notify Fred Keil & Associates, Architect of any discrepancies discovered.

### 3.4 GENERAL INSTALLATION REQUIREMENTS

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

### 3.5 ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
  - 1. Verify that construction and utility arrangements are as shown.
  - 2. Report discrepancies to Fred Keil & Associates, Architect before disturbing existing installation.
  - 3. Beginning of alterations work constitutes acceptance of existing conditions.
- B. Separate areas in which alterations are being conducted from other areas that are still occupied.
  - 1. Provide, erect, and maintain temporary dustproof partitions of construction specified in Section 01500 in locations indicated on drawings.
- C. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
  - 1. Where openings in exterior enclosure exist, provide construction to make exterior enclosure weatherproof.
  - 2. Insulate existing ducts or pipes that are exposed to outdoor ambient temperatures by alterations work.
- D. Remove existing work as indicated and as required to accomplish new work.
  - 1. Remove rotted wood, corroded metals, and deteriorated masonry and concrete; replace with new construction specified.
  - 2. Remove items indicated on drawings.
  - 3. Relocate items indicated on drawings.
  - 4. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
  - 5. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
- E. Services (Including but not limited to HVAC, Plumbing, and Electrical): Remove, relocate, and

extend existing systems to accommodate new construction.

1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
2. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.
3. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
  - a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
  - b. Provide temporary connections as required to maintain existing systems in service.
4. Verify that abandoned services serve only abandoned facilities.
5. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.

F. Protect existing work to remain.

1. Prevent movement of structure; provide shoring and bracing if necessary.
2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
3. Repair adjacent construction and finishes damaged during removal work.
4. Patch as specified for patching new work.

G. Adapt existing work to fit new work:

1. When existing finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Fred Keil & Associates, Architect.
2. Where removal of partitions or walls results in adjacent spaces becoming one, rework floors, walls, and ceilings to a smooth plane without breaks, steps, or bulkheads.
3. Where a change of plane of 1/4 inch or more occurs in existing work, submit recommendation for providing a smooth transition for Fred Keil & Associates, Architect review and request instructions.
4. Trim existing wood doors as necessary to clear new floor finish. Refinish trim as required.

H. Refinish existing surfaces as indicated:

1. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.
2. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.
3. Patch as specified for patching new work.

I. Clean existing systems and equipment.

J. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.

K. Do not begin new construction in alterations areas before demolition is complete.

L. Comply with all other applicable requirements of this section.

### 3.6 CUTTING AND PATCHING

- A. Execute cutting and patching including excavation and fill to complete the work, to uncover work in order to install improperly sequenced work, to remove and replace defective or non-conforming work, to remove samples of installed work for testing when requested, to provide openings in the work for penetration of mechanical and electrical work, to execute patching to complement adjacent work, and to fit products together to integrate with other work.
- B. Execute work by methods to avoid damage to other work, and which will provide appropriate

surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.

- C. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- D. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- E. Restore work with new products in accordance with requirements of Contract Documents.
- F. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- G. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07840, to full thickness of the penetrated element.
- H. Refinish surfaces to match adjacent finish. For continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
- I. Make neat transitions. Patch work to match adjacent work in texture and appearance. Where new work abuts or aligns with existing, perform a smooth and even transition.

### 3.7 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a 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 the space.
- 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 trash/rubbish from site periodically and dispose off-site; do not burn or bury.

### 3.8 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- G. Remove protective coverings when no longer needed; reuse or recycle plastic coverings if possible.

### 3.9 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

### 3.10 FINAL CLEANING

- A. Execute final cleaning prior to final project assessment, final cleaning shall be performed by a commercial cleaning service.



- B. Use cleaning materials that are nonhazardous.
- C. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, wash and finish new flooring, wax floor as required by manufacturer
- D. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- E. Clean site; sweep paved areas, rake clean exterior work areas.
- F. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

### 3.11 CLOSEOUT PROCEDURES

- A. Make submittals that are required by governing or other authorities.
  - 1. Provide copies to Fred Keil & Associates, Architect.
- B. Notify Fred Keil & Associates, Architect when work is considered ready for Substantial Completion.
- C. 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 Fred Keil & Associates, Architect's review.
- D. Owner will occupy all of the building as specified in Section 01100.
- E. Correct items of work listed in executed Certificates of Substantial Completion and comply with requirements for access to Owner-occupied areas.
- F. Notify Fred Keil & Associates, Architect when work is considered finally complete.
- G. Complete items of work determined by Fred Keil & Associates, Architect's final inspection.

END OF SECTION

**SECTION 01732****WASTE MANAGEMENT****PART 1 GENERAL****1.01 WASTE MANAGEMENT REQUIREMENTS**

- A. SCA requires that this project generate the least amount of trash and waste possible.
- B. Employ processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.
- C. Minimize trash/waste disposal in landfills; reuse, salvage, or recycle as much waste as economically feasible.
- D. Contractor shall submit periodic Waste Disposal Reports; all landfill disposal, incineration, recycling, salvage, and reuse must be reported regardless of to whom the cost or savings accrues.
- E. Contractor shall develop and follow a Waste Management Plan designed to implement these requirements.
- F. The following sources may be useful in developing the Waste Management Plan:
- G. Methods of trash/waste disposal that are not acceptable are:
  - 1. Burning on the project site.
  - 2. Burying on the project site.
  - 3. Dumping or burying on other property, public or private.
  - 4. Other illegal dumping or burying.
- H. Regulatory Requirements: Contractor is responsible for knowing and complying with regulatory requirements, including but not limited to Federal, State and local requirements, pertaining to legal disposal of all construction and demolition waste materials.

**1.02 RELATED SECTIONS**

- A. Section 01300 - Administrative Requirements: Additional requirements for project meetings, reports, submittal procedures, and project documentation.
- B. Section 01500 - Temporary Facilities and Controls: Additional requirements related to trash/waste collection and removal facilities and services.
- C. Section 01600 - Product Requirements: Waste prevention requirements related to delivery, storage, and handling.
- D. Section 01700 - Execution Requirements: Trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.

**1.03 DEFINITIONS**

- A. Clean: Untreated and unpainted; not contaminated with oils, solvents, caulk, or the like.
- B. Construction and Demolition Waste: Solid wastes typically including building materials, packaging, trash, debris, and rubble resulting from construction, remodeling, repair and

demolition operations.

- C. Hazardous: Exhibiting the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity or reactivity. Example: Lead based paint.
- D. Nonhazardous: Exhibiting none of the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity, or reactivity.
- E. Nontoxic: Neither immediately poisonous to humans nor poisonous after a long period of exposure.
- F. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse by others.
- G. Recycle: To remove a waste material from the project site to another site for remanufacture into a new product for reuse by others.
- H. Recycling: The process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste.
- I. Return: To give back reusable items or unused products to vendors for credit.
- J. Reuse: To reuse a construction waste material in some manner on the project site.
- K. Salvage: To remove a waste material from the project site to another site for resale or reuse by others.
- L. Sediment: Soil and other debris that has been eroded and transported by storm or well production run-off water.
- M. Source Separation: The act of keeping different types of waste materials separate beginning from the first time they become waste.
- N. Toxic: Poisonous to humans either immediately or after a long period of exposure.
- O. Trash: Any product or material unable to be reused, returned, recycled, or salvaged.
- P. Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.

#### **1.04 SUBMITTALS**

- A. See Section 01300 - Administrative Requirements, for submittal procedures.
- B. Landfill Alternatives Proposal: Within 10 calendar days after receipt of Notice of Award of Bid, or prior to any trash or waste removal, whichever occurs sooner, submit a projection of trash/waste that will require disposal and alternatives to landfilling, with net costs.
  - 5. Provide alternatives to landfilling for at least the following materials:
    - a. Concrete.
    - b. Bricks.
    - c. Concrete masonry units.

### **PART 3 EXECUTION**

#### **2.01 WASTE MANAGEMENT PROCEDURES**

- A. See Section 01300 for additional requirements for project meetings, reports, submittal procedures, and project documentation.
- B. See Section 01500 for additional requirements related to trash/waste collection and removal facilities and services.
- C. See Section 01600 for waste prevention requirements related to delivery, storage, and handling.
- D. See Section 01700 for trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.

## **2.02 WASTE MANAGEMENT PLAN IMPLEMENTATION**

- A. Manager: Designate an on-site person or persons responsible for instructing workers and overseeing and documenting results of the Waste Management Plan.
- B. Communication: Distribute copies of the Waste Management Plan to job site foreman, each subcontractor, North Country Cultural Center for the Arts, and the Architect.
- C. Instruction: Provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the project.
- D. Meetings: Discuss trash/waste management goals and issues at project meetings.
  - 1. Pre-bid meeting.
  - 2. Pre-construction meeting.
  - 3. Regular job-site meetings.
- E. Facilities: Provide specific facilities for separation and storage of materials for recycling, salvage, reuse, return, and trash disposal, for use by all contractors and installers.
  - 1. Provide containers as required.
  - 2. Provide adequate space for pick-up and delivery and convenience to subcontractors.
  - 3. Keep recycling and trash/waste bin areas neat and clean and clearly marked in order to avoid contamination of materials.
- F. Hazardous Wastes: Separate, store, and dispose of hazardous wastes according to applicable regulations.
- G. Recycling: Separate, store, protect, and handle at the site identified recyclable waste products in order to prevent contamination of materials and to maximize recyclability of identified materials. Arrange for timely pickups from the site or deliveries to recycling facility in order to prevent contamination of recyclable materials.
- H. Reuse of Materials On-Site: Set aside, sort, and protect separated products in preparation for reuse.
- I. Salvage: Set aside, sort, and protect products to be salvaged for reuse off-site.

## **END OF SECTION**

## SECTION 01780

## CLOSEOUT SUBMITTALS

## PART 1 GENERAL

## 1.1 SECTION INCLUDES

- A. Project Record Documents.
- B. Warranties and bonds.

## 1.2 RELATED SECTIONS

- A. Section 00700 - General Conditions: Performance bond and labor and material payment bonds, warranty, and correction of work.
- B. Section 01300 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- C. Section 01700 - Execution Requirements: Contract closeout procedures.
- D. Individual Product Sections: Warranties required for specific products or Work.

## 1.3 SUBMITTALS

- A. Project Record Documents: Submit documents to Fred Keil & Associates, Architect with claim for final Application for Payment.
- B. Warranties and Bonds:
  - 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 the date of acceptance as the beginning of the warranty period.

## PART 2 PRODUCTS - NOT USED

## PART 3 EXECUTION

## 3.1 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
  - 1. Drawings.
  - 2. Addenda.
  - 3. Change Orders and other modifications to the Contract.
- 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.
- E. Record Drawings: Legibly mark each item to record actual construction including:
  - 1. Field changes of dimension and detail.
  - 2. Details not on original Contract drawings.

## 3.2 WARRANTIES AND BONDS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within ten days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until the

Date of Substantial completion is determined.

- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.

END OF SECTION

**SECTION 02200**

**SITE PREPARATION**

**PART 3 EXECUTION**

**1.01 DEBRIS**

- A. Remove debris, junk, and trash from site.
- B. Remove sidewalks as required to perform new construction.
- C. Prepare a local survey to establish necessary grades.

**END OF SECTION**

**SECTION 02310****GRADING****PART 1 GENERAL****1.01 SUBMITTALS**

- A. Project Record Documents: Accurately record actual locations of utilities remaining by horizontal dimensions, elevations or inverts, and slope gradients.

**1.02 QUALITY ASSURANCE**

- A. Perform Work in accordance with State of NY, Highway Department standards.

**1.03 PROJECT CONDITIONS**

- A. Protect above- and below-grade utilities that remain.
- B. Protect plants to remain as a portion of final landscaping.
- C. Protect bench marks, survey control points, existing structures, fences, sidewalks, paving, and curbs from grading equipment and vehicular traffic.

**PART 2 PRODUCTS****2.01 MATERIALS**

- A. Topsoil: Topsoil excavated on-site.
- B. Other Fill Materials: See Section 02316.

**PART 3 EXECUTION****3.01 EXAMINATION**

- A. Verify that survey bench mark and intended elevations for the Work are as indicated.

**3.02 PREPARATION**

- A. Identify required lines, levels, contours, and datum.
- B. Stake and flag locations of known utilities.

**3.03 ROUGH GRADING**

- A. Remove topsoil from areas to be further excavated, re-landscaped, or re-graded, without mixing with foreign materials.
- B. Do not remove topsoil when wet.
- C. Remove subsoil from areas to be further excavated, re-landscaped, or re-graded.
- D. Do not remove wet subsoil, unless it is subsequently processed to obtain optimum moisture content.
- E. When excavating through roots, perform work by hand and cut roots with sharp axe.
- F. See Section 02316 for filling procedures.
- G. Stability: Replace damaged or displaced subsoil to same requirements as for specified fill.

**3.04 SOIL STOCKPILING**

- A. Stockpile excavated topsoil on site.
- B. Stockpile excavated subsoil on site.



- C. Stockpiles: Use areas designated on site; pile depth not to exceed 8 feet; protect from erosion.

### **3.05 FINISH GRADING**

- A. Before Finish Grading:
  - 1. Verify building and trench backfilling have been inspected.
  - 2. Verify subgrade has been contoured and compacted.
- B. Remove debris, roots, branches, stones, in excess of 1/2 inch in size. Remove soil contaminated with petroleum products.
- C. Where topsoil is to be placed, scarify surface to depth of 3 inches.
- D. In areas where vehicles or equipment have compacted soil, scarify surface to depth of 3 inches.
- E. Place topsoil in areas where sodding and planting are indicated.
- F. Place topsoil to the following compacted thicknesses:
  - 1. Areas to be Sodded: 4 inches.
  - 2. Shrub Beds: 18 inches.
- G. Place topsoil during dry weather.
- H. Remove roots, weeds, rocks, and foreign material while spreading.
- I. Near plants spread topsoil manually to prevent damage.
- J. Fine grade topsoil to eliminate uneven areas and low spots. Maintain profiles and contour of subgrade.
- K. Lightly compact placed topsoil.

### **3.06 TOLERANCES**

- A. Top Surface of Subgrade: Plus or minus 1/10 foot from required elevation.
- B. Top Surface of Finish Grade: Plus or minus 1/2 inch.

### **3.07 CLEANING AND PROTECTION**

- A. Remove unused stockpiled topsoil and subsoil. Grade stockpile area to prevent standing water.
- B. Leave site clean and raked, ready to receive landscaping.

**END OF SECTION**

## **SECTION 02315**

### **EXCAVATION**

#### **PART 1 GENERAL**

##### **1.01 RELATED SECTIONS**

- A. Section 02316 - Fill and Backfill: Fill materials, filling, and compacting.

##### **1.02 PROJECT CONDITIONS**

- A. Verify that survey bench mark and intended elevations for the Work are as indicated.
- B. Protect plants to remain.
- C. Protect bench marks, survey control points, and curbs from excavating equipment and vehicular traffic.

#### **PART 3 EXECUTION**

##### **2.01 PREPARATION**

- A. Identify required lines, levels, contours, and datum locations.
- B. Locate, identify, and protect utilities that remain and protect from damage.

##### **2.02 EXCAVATING**

- A. Excavate to accommodate new structures and construction operations.
- B. Notify FRED KEIL & ASSOCIATES, Architect of unexpected subsurface conditions and discontinue affected Work in area until notified to resume work.
- C. Slope banks of excavations deeper than 4 feet to angle of repose or less until shored.
- D. Do not interfere with 45 degree bearing splay of foundations.
- E. Cut utility trenches wide enough to allow inspection of installed utilities.
- F. Hand trim excavations. Remove loose matter.
- G. Correct areas that are over-excavated and load-bearing surfaces that are disturbed; see Section 02316.
- H. Grade top perimeter of excavation to prevent surface water from draining into excavation.
- I. Remove excavated material that is unsuitable for re-use from site.
- J. Remove excess excavated material from site.

##### **2.03 PROTECTION**

- A. Prevent displacement of banks and keep loose soil from falling into excavation; maintain soil stability.
- B. Protect bottom of excavations and soil adjacent to and beneath foundation from freezing.

**END OF SECTION**

**SECTION 02316****FILL AND BACKFILL****PART 1 GENERAL****1.01 RELATED SECTIONS**

- A. Section 02310 - Grading: Removal and handling of soil to be re-used.
- B. Section 02620 - Subdrainage: Filter aggregate and filter fabric for foundation drainage systems.

**1.02 REFERENCES**

- A. AASHTO T 180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54 kg (10-lb) Rammer and a 457 mm (18 in.) Drop; American Association of State Highway and Transportation Officials; 2001.
- B. ASTM D 698 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft<sup>3</sup> (600 kN-m/m<sup>3</sup>)); 2000a.
- C. ASTM D 1556 - Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method; 2000.
- D. ASTM D 1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft<sup>3</sup> (2,700 kN m/m<sup>3</sup>)); 2002.
- E. ASTM D 2167 - Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method; 1994(R 2001).
- F. ASTM D 2922 - Standard Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth); 2001.
- G. ASTM D 3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth); 2001.

**1.03 DEFINITIONS**

- A. Finish Grade Elevations: Indicated on drawings.
- B. Subgrade Elevations: 4 inches below finish grade elevations indicated on drawings, unless otherwise indicated.

**1.04 SUBMITTALS**

- A. See Section 01300 - Administrative Requirements, for submittal procedures.
- B. Compaction Density Test Reports.

**1.05 PROJECT CONDITIONS**

- A. Provide sufficient quantities of fill to meet project schedule and requirements. When necessary, store materials on site in advance of need.
- B. When fill materials need to be stored on site, locate stockpiles where indicated.
  - 1. Separate differing materials with dividers or stockpile separately to prevent intermixing.
  - 2. Prevent contamination.
  - 3. Protect stockpiles from erosion and deterioration of materials.
- C. Verify that survey bench marks and intended elevations for the Work are as indicated.

**PART 2 PRODUCTS****2.01 FILL MATERIALS**

- A. General Fill: Subsoil excavated on-site.
  - 1. Graded.
  - 2. Free of lumps larger than 3 inches, rocks larger than 2 inches, and debris.
- B. Structural Fill: Conforming to State of NY Highway Department standard.
- C. Granular Fill: Pit run washed stone; free of shale, clay, friable material and debris.
- D. Topsoil: See Section 02310.

### **PART 3 EXECUTION**

#### **3.01 EXAMINATION**

- A. Identify required lines, levels, contours, and datum locations.
- B. Verify subdrainage, dampproofing, or waterproofing installation has been inspected.

#### **3.02 PREPARATION**

- A. Scarify subgrade surface to a depth of 6 inches to identify soft spots.
- B. Cut out soft areas of subgrade not capable of compaction in place. Backfill with general fill.
- C. Compact subgrade to density equal to or greater than requirements for subsequent fill material.
- D. Until ready to fill, maintain excavations and prevent loose soil from falling into excavation.

#### **3.03 FILLING**

- A. Fill to contours and elevations indicated using unfrozen materials.
- B. Employ a placement method that does not disturb or damage other work.
- C. Systematically fill to allow maximum time for natural settlement. Do not fill over porous, wet, frozen or spongy subgrade surfaces.
- D. Maintain optimum moisture content of fill materials to attain required compaction density.
- E. Granular Fill: Place and compact materials in equal continuous layers not exceeding 6 inches compacted depth.
- F. Soil Fill: Place and compact material in equal continuous layers not exceeding 8 inches compacted depth.
- G. Slope grade away from building minimum 2 inches in 10 ft, unless noted otherwise. Make gradual grade changes. Blend slope into level areas.
- H. Correct areas that are over-excavated.
  - 1. Load-bearing foundation surfaces: Use structural fill, flush to required elevation, compacted to 100 percent of maximum dry density.
  - 2. Other areas: Use general fill, flush to required elevation, compacted to minimum 97 percent of maximum dry density.
- I. Compaction Density Unless Otherwise Specified or Indicated:
  - 1. Under paving, slabs-on-grade, and similar construction: 97 percent of maximum dry density.
  - 2. At other locations: 95 percent of maximum dry density.
- J. Reshape and re-compact fills subjected to vehicular traffic.

#### **3.04 FILL AT SPECIFIC LOCATIONS**

- A. Use general fill unless otherwise specified or indicated.
- B. Structural Fill:
  - 1. Use structural fill.

2. Fill up to subgrade elevations.
  3. Maximum depth per lift: 6 inches, compacted.
  4. Compact to minimum 95 percent of maximum dry density.
- C. Under Interior Slabs-On-Grade:
1. Use granular fill.
  2. Compact to 95 percent of maximum dry density.
- D. Over Subdrainage Piping at Foundation Perimeter and Under Slabs:
1. Drainage fill and geotextile fabric: Section 02620.
  2. Cover drainage fill with general fill.
  3. Compact to 95 percent of maximum dry density.
- E. Over Buried Utility Piping, Conduits, and Duct Bank in Trenches :
1. Bedding: Use general fill.
  2. Cover with general fill.
  3. Fill up to subgrade elevation.
  4. Compact in maximum 8 inch lifts to 95 percent of maximum dry density.
- F. At Lawn Areas:
1. Use general fill.
  2. Compact to 95 percent of maximum dry density.
  3. See Section 02310 for topsoil placement.
- G. Under Monolithic Paving and Monolithic Paver Setting Beds:
1. Compact subsoil to 95 percent of its maximum dry density before placing fill.
  2. Use general fill.
  3. Compact to 95 percent of maximum dry density.
  4. See Section 02721 for aggregate base course placed over fill.

### **3.05 FIELD QUALITY CONTROL**

- A. See Section 01400 - Quality Requirements, for general requirements for field inspection and testing.
- B. Perform compaction density testing on compacted fill in accordance with ASTM D1556, ASTM D2167, ASTM D2922, or ASTM D3017.
- C. Evaluate results in relation to compaction curve determined by testing uncompacted material in accordance with ASTM D 698 ("standard Proctor"), ASTM D 1557 ("modified Proctor"), or AASHTO T 180.
- D. If tests indicate work does not meet specified requirements, remove work, replace and retest.
- E. Frequency of Tests: weekly.

### **3.06 CLEAN-UP**

- A. Remove unused stockpiled materials, leave area in a clean and neat condition. Grade stockpile area to prevent standing surface water.

**END OF SECTION**

**SECTION 02317****TRENCHING FOR SITE UTILITIES****PART 3 EXECUTION****1.01 EXAMINATION**

- A. Identify required lines, levels, contours, and datum locations.

**1.02 TRENCHING**

- A. Notify Fred Keil & Associates of unexpected subsurface conditions and discontinue affected Work in area until notified to resume work.
- B. Slope banks of excavations deeper than 4 feet to angle of repose or less until shored.
- C. Do not interfere with 45 degree bearing splay of foundations.
- D. Cut trenches wide enough to allow inspection of installed utilities.
- E. Hand trim excavations. Remove loose matter.
- F. Remove excavated material that is unsuitable for re-use from site.
- G. Remove excess excavated material from site.

**1.03 PREPARATION FOR UTILITY PLACEMENT**

- A. Cut out soft areas of subgrade not capable of compaction in place. Backfill with general fill.
- B. Compact subgrade to density equal to or greater than requirements for subsequent fill material.
- C. Until ready to backfill, maintain excavations and prevent loose soil from falling into excavation.

**1.04 BACKFILLING**

- A. Backfill to contours and elevations indicated using unfrozen materials.
- B. Employ a placement method that does not disturb or damage other work.
- C. Systematically fill to allow maximum time for natural settlement. Do not fill over porous, wet, frozen or spongy subgrade surfaces.
- D. Maintain optimum moisture content of fill materials to attain required compaction density.
- E. Slope grade away from building minimum 2 inches in 10 ft, unless noted otherwise. Make gradual grade changes. Blend slope into level areas.
- F. Correct areas that are over-excavated.
  - 1. Other areas: Use general fill, flush to required elevation, compacted to minimum 97 percent of maximum dry density.
- G. Compaction Density Unless Otherwise Specified or Indicated:
- H. Reshape and re-compact fills subjected to vehicular traffic.

**1.05 BEDDING AND FILL AT SPECIFIC LOCATIONS**

- A. Use general fill unless otherwise specified or indicated.

**1.06 TOLERANCES**

- A. Top Surface of General Backfilling: Plus or minus 1 inch from required elevations.

**1.07 FIELD QUALITY CONTROL**

- A. See Section 01400 - Quality Requirements, for general requirements for field inspection and testing.
- B. Perform compaction density testing on compacted fill in accordance with ASTM D1556, ASTM D2167, ASTM D2922, or ASTM D3017.
- C. Evaluate results in relation to compaction curve determined by testing uncompacted material in accordance with ASTM D 698 ("standard Proctor"), ASTM D 1557 ("modified Proctor"), or AASHTO T 180.
- D. If tests indicate work does not meet specified requirements, remove work, replace and retest.
- E. Frequency of Tests: \_\_\_\_\_

**1.08 CLEAN-UP**

- A. Remove unused stockpiled materials, leave area in a clean and neat condition. Grade stockpile area to prevent standing surface water.

**END OF SECTION**

**SECTION 02921****SEEDING****PART 2 PRODUCTS****1.01 SEED MIXTURE**

- A. Seed Mixture:

**1.02 SOIL MATERIALS**

- A. Topsoil: Fertile, agricultural soil, typical for locality, capable of sustaining vigorous plant growth, taken from drained site; free of subsoil, clay or impurities, plants, weeds and roots; pH value of minimum 5.4 and maximum 7.0.

**1.03 ACCESSORIES**

- A. Mulching Material: Oat or wheat straw, free from weeds, foreign matter detrimental to plant life, and dry. Hay or chopped cornstalks are not acceptable.
- B. Fertilizer: \_\_\_\_\_; recommended for grass, with fifty percent of the elements derived from organic sources; of proportion necessary to eliminate any deficiencies of topsoil, to the following proportions: Nitrogen [\_\_\_\_\_] percent, phosphoric acid [\_\_\_\_\_] percent, soluble potash [\_\_\_\_\_] percent.
- C. Water: Clean, fresh and free of substances or matter which could inhibit vigorous growth of grass.

**1.04 TESTS**

- A. Submit minimum 10 oz sample of topsoil proposed. Forward sample to approved testing laboratory in sealed containers to prevent contamination.
- B. Testing is not required if recent tests are available for imported topsoil. Submit these test results to the testing laboratory for approval. Indicate, by test results, information necessary to determine suitability.

**END OF SECTION**



**SECTION 02751****PORTLAND CEMENT CONCRETE PAVING****PART 1 GENERAL****1.01 SUBMITTALS**

- A. See Section 01300 - Administrative Requirements, for submittal procedures.

**PART 2 PRODUCTS****2.01 FORM MATERIALS**

- A. Form Materials: Conform to ACI 301.
- B. Joint Filler: Preformed; non-extruding bituminous type (ASTM D 1751) or sponge rubber or cork (ASTM D 1752).
  - 1. Thickness: 1/2 inch.

**2.02 REINFORCEMENT**

- A. Reinforcing Steel and Welded Wire Reinforcement:
- B. Dowels: ASTM A 615/A 615M Grade 40 (280); deformed billet steel bars; unfinished finish.

**2.03 CONCRETE MATERIALS**

- A. Concrete Materials: As specified in Section 03300.

**2.04 ACCESSORIES**

- A. Curing Compound: ASTM C 309, Type 1-D, Class A.

**2.05 CONCRETE MIX DESIGN**

- A. Proportioning Normal Weight Concrete: Comply with ACI 211.1 recommendations.
- B. Admixtures: Add acceptable admixtures as recommended in ACI 211.1 and at rates recommended by manufacturer.
- C. Concrete Properties:
  - 1. Compressive Strength, when tested in accordance with ASTM C 39/C 39M at 28 days: 3500 psi.
  - 2. Fly Ash Content: Maximum 15 percent of cementitious materials by weight.
  - 3. Water-Cement Ratio: Maximum 40 percent by weight.
  - 4. Maximum Slump: 3 inches.
  - 5. Maximum Aggregate Size: 3/4 inch.

**2.06 MIXING**

- A. Transit Mixers: Comply with ASTM C 94/C 94M.

**PART 3 EXECUTION****3.01 SUBBASE**

- A. Prepare subbase in accordance with State of NY Highways standards.

**3.02 PREPARATION**

- A. Moisten base to minimize absorption of water from fresh concrete.
- B. Notify FRED KEIL & ASSOCIATES, Architect minimum 24 hours prior to commencement of concreting operations.

**3.03 FORMING**

- A. Place and secure forms to correct location, dimension, profile, and gradient.
- B. Assemble formwork to permit easy stripping and dismantling without damaging concrete.
- C. Place joint filler vertical in position, in straight lines. Secure to formwork during concrete placement.

**3.04 REINFORCEMENT**

- A. Place reinforcement as indicated.
- B. Interrupt reinforcement at expansion joints.
- C. Place dowels to achieve pavement and curb alignment as detailed.

**3.05 PLACING CONCRETE**

- A. Place concrete as specified in Section 03300.

**3.06 JOINTS**

- A. Align curb, gutter, and sidewalk joints.
- B. Place 3/8 inch wide expansion joints at 20 foot intervals and to separate paving from vertical surfaces and other components and in pattern indicated.
  - 1. Form joints with joint filler extending from bottom of pavement to within 1/2 inch of finished surface.
  - 2. Secure to resist movement by wet concrete.
- C. Provide sawn joints:
  - 1. At 5 feet intervals.
- D. Provide keyed joints as indicated.
- E. Saw cut contraction joints 3/16 inch wide at an optimum time after finishing. Cut 1/3 into depth of slab.

**3.07 FINISHING**

- A. Area Paving: Light broom, texture perpendicular to pavement direction.
- B. Sidewalk Paving: Light broom, texture perpendicular to direction of travel with troweled and radiused edge 1/4 inch radius.
- C. Curbs and Gutters: Light broom, texture parallel to pavement direction.
- D. Inclined Vehicular Ramps: Broomed perpendicular to slope.
- E. Place curing compound on exposed concrete surfaces immediately after finishing. Apply in accordance with manufacturer's instructions.

**3.08 JOINT SEALING**

- A. See Section 07900 for joint sealer requirements.

**3.09 TOLERANCES**

- A. Maximum Variation of Surface Flatness: 1/4 inch in 10 ft.
- B. Maximum Variation From True Position: 1/4 inch.

**3.10 FIELD QUALITY CONTROL**

- A. An independent testing agency will perform field quality control tests, as specified in Section

01400.

1. Provide free access to concrete operations at project site and cooperate with appointed firm.
  2. Submit proposed mix design of each class of concrete to inspection and testing firm for review prior to commencement of concrete operations.
- B. Compressive Strength Tests: ASTM C 39/C 39M. For each test, mold and cure three concrete test cylinders. Obtain test samples for every 100 cu yd or less of each class of concrete placed.
1. Perform one slump test for each set of test cylinders taken.
- C. Maintain records of placed concrete items. Record date, location of pour, quantity, air temperature, and test samples taken.

### **3.11 PROTECTION**

- A. Immediately after placement, protect pavement from premature drying, excessive hot or cold temperatures, and mechanical injury.
- B. Do not permit pedestrian traffic over pavement for 7 days minimum after finishing.

**END OF SECTION**

**SECTION 03310****CAST-IN-PLACE CONCRETE****PART 1 GENERAL****1.1 SECTION INCLUDES**

- A. Concrete formwork.
- B. Floors and slabs on grade.
- C. Concrete reinforcement.
- D. Joint devices associated with concrete work.
- E. Miscellaneous concrete elements, including equipment bases, and drainage channels.
- F. Concrete curing.

**1.2 RELATED SECTIONS**

- A. Section 02751 - Portland Cement Concrete Paving: Sidewalks, Curbs and Gutters.
- B. Section 03356 - Concrete Floor Finishing.
- C. Section 03365 - Exposed Aggregate Concrete Finish.
- D. Section 07900 - Joint Sealers.

**1.3 REFERENCES**

- A. ACI 211.1 - Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete; American Concrete Institute International; 1991 (Reapproved 2002).
- B. ACI 211.2 - Standard Practice for Selecting Proportions for Structural Lightweight Concrete; American Concrete Institute International; 1998 (Reapproved 2004).
- C. ACI 301 - Specifications for Structural Concrete for Buildings; American Concrete Institute International; 2005.
- D. ACI 302.1R - Guide for Concrete Floor and Slab Construction; American Concrete Institute International; 2004.
- E. ACI 304R - Guide for Measuring, Mixing, Transporting, and Placing Concrete; American Concrete Institute International; 2000.
- F. ACI 305R - Hot Weather Concreting; American Concrete Institute International; 1999.
- G. ACI 306R - Cold Weather Concreting; American Concrete Institute International; 1988 (Reapproved 2002).
- H. ACI 308R - Guide to Curing Concrete; American Concrete Institute International; 2001.
- I. ACI 318 - Building Code Requirements for Structural Concrete and Commentary; American Concrete Institute International; 2005.
- J. ASTM A 185 - Standard Specification for Steel Welded Wire Reinforcement, Plain, for Concrete; 2002.

- K. ASTM A 615/A 615M - Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement; 2004b.
- L. ASTM C 33 - Standard Specification for Concrete Aggregates; 2003.
- M. ASTM C 39/C 39M - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens; 2004a.
- N. ASTM C 94/C 94M - Standard Specification for Ready-Mixed Concrete; 2004a.
- O. ASTM C 143/C 143M - Standard Test Method for Slump of Hydraulic-Cement Concrete; 2003.
- P. ASTM C 150 - Standard Specification for Portland Cement; 2004a.
- Q. ASTM C 171 - Standard Specification for Sheet Materials for Curing Concrete; 2003.
- R. ASTM C 173/C 173M - Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method; 2001.
- S. ASTM C 260 - Standard Specification for Air-Entraining Admixtures for Concrete; 2001.
- T. ASTM C 309 - Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete; 2003.
- U. ASTM C 330 - Standard Specification for Lightweight Aggregates for Structural Concrete; 2004.
- V. ASTM C 494/C 494M - Standard Specification for Chemical Admixtures for Concrete; 2004.
- W. ASTM C 618 - Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete; 2003.
- X. ASTM C 685/C 685M - Standard Specification for Concrete Made by Volumetric Batching and Continuous Mixing; 2001.
- Y. ASTM C 881/C 881M - Standard Specification for Epoxy-Resin-Base Bonding Systems for Concrete; 2002.
- Z. ASTM C 979 - Standard Specification for Pigments for Integrally Colored Concrete; 2005.
- AA. ASTM C 1059 - Standard Specification for Latex Agents for Bonding Fresh to Hardened Concrete; 1999.
- AB. ASTM C 1107 - Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Nonshrink); 2002.
- AC. ASTM D 1751 - Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types); 2004.
- AD. ASTM E 1155 - Standard Test Method for Determining F(F) Floor Flatness and F(L) Floor Levelness Numbers; 1996 (Reapproved 2001).
- AE. ASTM E 1745 - Standard Specification for Plastic Water Vapor Retarders Used in Contact with Soil or Granular Fill under Concrete Slabs; 1997 (Reapproved 2004).
- AF. COE CRD-C 48 - Method of Test for Water Permeability of Concrete; 1992.
- AG. COE CRD-C 513 - COE Specifications for Rubber Waterstops; Corps of Engineers; 1974.

AH. NSF 61 - Drinking Water System Components - Health Effects; 2005.

#### **1.4 SUBMITTALS**

- A. See Section 01300 - Administrative Requirements, for submittal procedures.
- B. Product Data: Submit manufacturers' data on manufactured products showing compliance with specified requirements.
- C. Samples: Submit two, 2 inch long samples of waterstops and construction joint devices.
- D. Project Record Documents: Accurately record actual locations of embedded utilities and components that will be concealed from view upon completion of concrete work.

#### **1.5 QUALITY ASSURANCE**

- A. Perform work of this section in accordance with ACI 301 and ACI 318.
  - 1. Maintain one copy of each document on site.
- B. Follow recommendations of ACI 305R when concreting during hot weather.
- C. Follow recommendations of ACI 306R when concreting during cold weather.

### **PART 2 PRODUCTS**

#### **2.1 FORMWORK**

- A. Form Materials: Contractor's choice of standard products with sufficient strength to withstand hydrostatic head without distortion in excess of permitted tolerances.
  - 1. Form Facing for Exposed Finish Concrete: Contractor's choice of materials that will provide smooth, stain-free final appearance.
  - 2. Form Coating: Release agent that will not adversely affect concrete or interfere with application of coatings.
  - 3. Form Ties: Cone snap type that will leave no metal within 1-1/2 inches of concrete surface.

#### **2.2 REINFORCEMENT**

- A. Reinforcing Steel: ASTM A 615/A 615M Grade 40 (280).
  - 1. Deformed billet-steel bars.
  - 2. Unfinished.
- B. Steel Welded Wire Reinforcement: ASTM A 185, plain type.
  - 1. Flat Sheets.
  - 2. Mesh Size: 6 x 6.
  - 3. Wire Gage: 10x10.
- C. Reinforcement Accessories:
  - 1. Tie Wire: Annealed, minimum 16 gage.
  - 2. Chairs, Bolsters, Bar Supports, and Spacers: Sized and shaped for adequate support of reinforcement during concrete placement.
  - 3. Provide stainless steel, galvanized, plastic, or plastic coated steel components for placement within 1-1/2 inches of weathering surfaces.

## **2.3 CONCRETE MATERIALS**

- A. Cement: ASTM C 150, Type I - Normal Portland type.
  - 1. Acquire all cement for entire project from same source.
- B. Fine and Coarse Aggregates: ASTM C 33.
  - 1. Acquire all aggregates for entire project from same source.
- C. Lightweight Aggregate: ASTM C 330.
- D. Fly Ash: ASTM C 618, Class C or F.
- E. Color Additives: Pure, concentrated mineral pigments specifically intended for mixing into concrete and complying with ASTM C 979.
  - 1. Color(s): As selected by the Architect from manufacturer's full range.
    - a. Allow for 2 different pigment colors.
- F. Waterproofing Additive: Crystalline waterproofing intended for mixing into concrete to close concrete pores by growth of crystals, with no decrease in concrete strength or chemical resistance.
  - 1. Permeability of Cured Concrete: No measurable leakage when tested in accordance with COE CRD-C 48 at 350 feet of head; provide test reports.
  - 2. Potable Water Contact Approval: NSF certification for use on structures holding potable water, based on testing in accordance with NSF 61.
- G. Water: Clean and not detrimental to concrete.
- H. Fiber Reinforcement: Synthetic fiber shown to have long-term resistance to deterioration when exposed to moisture and alkalis; 1/2 inch length.

## **2.4 CHEMICAL ADMIXTURES**

- A. Do not use chemicals that will result in soluble chloride ions in excess of 0.1 percent by weight of cement.
- B. Air Entrainment Admixture: ASTM C 260.

## **2.5 ACCESSORY MATERIALS**

- A. Chemical Hardener: Fluosilicate solution designed for densification of cured concrete slabs.
- B. Non-Shrink Grout: ASTM C 1107; premixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing agents.
  - 1. Minimum Compressive Strength at 48 Hours: 2,400 psi.
  - 2. Minimum Compressive Strength at 28 Days: 7,000 psi.
- C. Moisture-Retaining Cover: ASTM C 171; clear polyethylene or white burlap-polyethylene sheet.

## **2.6 BONDING AND JOINTING PRODUCTS**

- A. Latex Bonding Agent: Non-dispersible acrylic latex, complying with ASTM C 1059 Type II.
- B. Epoxy Bonding System: Complying with ASTM C 881/C 881M and of Type required for specific application.
  - 1. Size: 1/2 inch throat, 1/2 inch deep.

- C. Joint Filler: Non-extruding, resilient asphalt impregnated fiberboard or felt, complying with ASTM D 1751, 1/4 inch thick and 4 inches deep; tongue and groove profile.

## **2.7 CONCRETE MIX DESIGN**

- A. Proportioning Normal Weight Concrete: Comply with ACI 211.1 recommendations.
- B. Proportioning Structural Lightweight Concrete: Comply with ACI 211.2 recommendations.
- C. Concrete Strength: Establish required average strength for each type of concrete on the basis of field experience or trial mixtures, as specified in ACI 301.
  - 1. For trial mixtures method, employ independent testing agency acceptable to the Architect for preparing and reporting proposed mix designs.
- D. Admixtures: Add acceptable admixtures as recommended in ACI 211.1 and at rates recommended by manufacturer.
- E. Fiber Reinforcement: Add to mix at rate of 1.5 pounds per cubic yard, or as recommended by manufacturer for specific project conditions.
- F. Structural Lightweight Concrete:
  - 1. Compressive Strength, when tested in accordance with ASTM C 39/C 39M at 28 days: 4000 psi.
  - 2. Water-Cement Ratio: Maximum 40 percent by weight.
  - 3. Total Air Content: 3 percent, determined in accordance with ASTM C 173/C 173M.
  - 4. Maximum Slump: 3 inches.
  - 5. Maximum Aggregate Size: 1 inch.
  - 6. Maximum dry unit weight: 115 lb per cubic foot.

## **2.8 MIXING**

- A. Transit Mixers: Comply with ASTM C 94/C 94M.

## **PART 3 EXECUTION**

### **3.1 EXAMINATION**

- A. Verify lines, levels, and dimensions before proceeding with work of this section.

### **3.2 PREPARATION**

- A. Formwork: Comply with requirements of ACI 301. Design and fabricate forms to support all applied loads until concrete is cured, and for easy removal without damage to concrete.
- B. Where new concrete is to be bonded to previously placed concrete, prepare existing surface by cleaning with steel brush and applying bonding agent in accordance with manufacturer's instructions.
  - 1. Use epoxy bonding system for bonding to damp surfaces, for structural load-bearing applications, and where curing under humid conditions is required.
  - 2. Use latex bonding agent only for non-load-bearing applications.
- C. Install vapor retarder under interior slabs on grade. Lap joints a minimum of 6 inches and seal watertight by taping edges and ends. Cover with sand to depth shown on drawings; repair damaged vapor retarder before covering.



### 3.3 INSTALLING REINFORCEMENT

- A. Comply with requirements of ACI 301. Clean reinforcement of loose rust and mill scale, and accurately position, support, and secure in place to achieve not less than minimum concrete coverage required for protection.
- B. Install welded wire reinforcement in maximum possible lengths, and offset end laps in both directions. Splice laps with tie wire.
- C. Verify that anchors, seats, plates, reinforcement and other items to be cast into concrete are accurately placed, positioned securely, and will not interfere with concrete placement.

### 3.4 PLACING CONCRETE

- A. Place concrete in accordance with ACI 304R.
- B. Place concrete for floor slabs in accordance with ACI 302.1R.
- C. Notify the Architect not less than 24 hours prior to commencement of placement operations.
- D. Ensure reinforcement, inserts, waterstops, embedded parts, and formed construction joint devices will not be disturbed during concrete placement.
- E. Repair underslab vapor retarder damaged during placement of concrete reinforcing. Repair with vapor retarder material; lap over damaged areas minimum 6 inches and seal watertight.
- F. Install joint devices in accordance with manufacturer's instructions.
- G. Install construction joint devices in coordination with floor slab pattern placement sequence. Set top to required elevations. Secure to resist movement by wet concrete.
- H. Screed floors level, maintaining surface flatness of maximum 1/4 inch in 10 ft.

### 3.5 CONCRETE FINISHING

- A. Repair surface defects, including tie holes, immediately after removing formwork.
- B. Unexposed Form Finish: Rub down or chip off fins or other raised areas 1/4 inch or more in height.
- C. Exposed Form Finish: Rub down or chip off and smooth fins or other raised areas 1/4 inch or more in height. Provide finish as follows:
- D. Concrete Slabs: Finish to requirements of Section 03356.
- E. Concrete Slabs: Finish to requirements of ACI 302.1R, and as follows:
  - 1. Wood float surfaces that will receive quarry tile, ceramic tile, and terrazzo with full bed setting system.
  - 2. Steel trowel surfaces that will be left exposed.
    - a. Chemical Hardener: After slab has cured, apply water-diluted hardener in three coats per manufacturer's instructions, allowing 24 hours between coats.

### 3.6 CURING AND PROTECTION

- A. Comply with requirements of ACI 308. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.

- B. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.
- C. Surfaces Not in Contact with Forms:
  - 1. Start initial curing as soon as free water has disappeared and before surface is dry. Keep continuously moist for not less than three days by water ponding, water-saturated sand, water-fog spray, or saturated burlap.
  - 2. Begin final curing after initial curing but before surface is dry.
    - a. Moisture-retaining cover: Seal in place with waterproof tape or adhesive.

### **3.7 FIELD QUALITY CONTROL**

- A. An independent testing agency will perform field quality control tests, as specified in Section 01400.
- B. Provide free access to concrete operations at project site and cooperate with appointed firm.
- C. Take one additional test cylinder during cold weather concreting, cured on job site under same conditions as concrete it represents.

### **3.8 DEFECTIVE CONCRETE**

- A. Test Results: The testing agency shall report test results in writing to the Architect and Contractor within 24 hours of test.
- B. Defective Concrete: Concrete not conforming to required lines, details, dimensions, tolerances or specified requirements.
- C. Repair or replacement of defective concrete will be determined by the Architect. The cost of additional testing shall be borne by Contractor when defective concrete is identified.
- D. Do not patch, fill, touch-up, repair, or replace exposed concrete except upon express direction of the Architect for each individual area.

### **3.9 SCHEDULE - CONCRETE TYPES AND FINISHES**

- A. Foundation Walls: 3,000 psi 28 day concrete, form finish with honeycomb filled surface.
- B. Exposed Portico Structure: 4,000 psi 28 day concrete, air entrained, smooth rubbed finish.

**END OF SECTION**

## SECTION 042100

## ARCHITECTURAL FACE BRICK

## PART 1 GENERAL

## 1.1 SECTION INCLUDES

- A. Brick units.
- B. Reinforcement, anchors, and accessories.

## 1.2 RELATED SECTIONS

- A. Section 03 30 00 - Cast-in-Place Concrete
- B. Section 04 05 00 - Common Work Results for Masonry
- C. Section 05 50 00 - Metal Fabrications.
- D. Section 06 10 00 - Rough Carpentry.
- E. Section 07 60 00 - Flashing and Sheet Metal
- F. Section 07 65 00 - Flexible Flashing.
- G. Section 07 91 26 - Joint Fillers.

## 1.3 ALLOWANCES

- A. Allowance included under provisions of Section 01210 - Allowances, includes all brick products included in this specification. Installation is included in this Section and is part of Contract Sum/Price.

## 1.4 REFERENCES

- A. ASTM A153 - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
- B. ASTM C 216 - Standard Specification for Facing Brick (Solid Masonry Units Made from Clay or Shale).
- C. ASTM D 1056 - Standard Specification for Flexible Cellular Materials - Sponge or Expanded Rubber.

## 1.5 SUBMITTALS

- A. Submit under provisions of Section 01 30 00 - Administrative Requirements.
- B. Selection Samples: For each product specified, two complete samples of brick to reflect the full range of color, shades and surface texture of brick specified.
- C. Verification Samples: For each product specified, two samples of four brick each, representing actual product, color, and texture.
- D. Manufacturer's Certificates: Certify products meet or exceed specified requirements.

## 1.6 MOCKUP

- A. As soon as the brick and stone samples have been approved, deliver enough brick to the job site to construct a \_\_\_ foot by \_\_\_ foot mockup wall panel.
- B. Construct the mockup panel using the brick, mortar, reinforcing, weep holes, tooling, and cleaning as specified, with appropriate backup walls as shown on the Drawing.
- C. The approved sample panel shall be a standard of workmanship for the Work.
- D. As construction proceeds, the first full panel of brickwork, between expansion joints shall become the standard of workmanship for issues, such as head joint alignment, that are not apparent on the smaller mockup panel.
- E. Mockup panel shall not be removed until masonry work required by this Section has been completed and accepted.

## 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle materials to prevent inclusion of foreign materials and damage by water or weather. Store packaged materials in their original packages. Remove damaged or deteriorated materials from the premises

## 1.8 PROJECT CONDITIONS

- A. Follow hot weather and cold weather requirements in the masonry code and specifications, TMS 402 and TMS 602.

## PART 2 PRODUCTS

### 2.1 MANUFACTURERS

- A. Acceptable Manufacturer: Acme Brick Company, Belden Brick or approved equal.
- B. Substitutions: or approved equal.
- C. Requests for substitutions will be considered in accordance with provisions of Section 01 60 00 - Product Requirements.

### 2.2 BRICK UNITS

- A. Face Brick: Brick shall be Type FBS or HBS as follows:
  - 1. Modular in size, 2-1/4 by 3-5/8 by 7-5/8 inches, and conform to the requirements of ASTM C 216, Grade SW.
  - 2. King size 2-5/8 by 2-5/8 by 9-5/8 inches and conform to the requirements of ASTM C 216, Grade SW.
  - 3. Queen size 2-3/4 by 2-3/4 by 7-5/8 inches, and conform to the requirements of ASTM C 216 Grade SW. Use field cut closers as required for half-bond pattern.
  - 4. Western Queen size 2-13/16 by 2-13/16 by 8-5/8 inches, and conform to the requirements of ASTM C 216 Grade SW. Use field cut closers as required for half-bond pattern.
  - 5. Utility 3-5/8 by 3-5/8 by 11-5/8 inches and conform to the requirements of ASTM C 216, Grade SW. Use field cut closers as required for half-bond pattern.
  - 6. Other Sizes: \_\_\_\_\_
- B. Furnish special uncured face brick in locations where cores would be exposed in

finish work.

- C. Color:
  - 1. To be selected, match existing

## 2.3 ANCHORS AND TIES

- A. Acceptable Manufacturers:
  - 1. Products of Hohmann and Barnard and Heckman Building Products, conforming to specification requirements are acceptable.
- B. Requests for substitutions will be considered in accordance with provisions of Section 01 60 00 - Product Requirements.
- C. Anchors:
  - 1. Slotted anchors of type DW10 shall be used with steel stud or wood stud backup walls unless noted otherwise.
  - 2. Dur-O-Eye or equal anchors welded to joint reinforcing shall be used with masonry backup walls. Missing or damaged anchors shall be replaced as necessary with DW10 anchors fastened to wall with corrosion resistant Tapcon screws.
  - 3. Zinc coating shall comply with ASTM A153-B2.

## 2.4 ACCESSORIES

- A. Weep Holes: Open head joints every third brick at lintels and other locations.
- B. Compressible Filler: Premolded, flexible cellular neoprene rubber filler strips complying with ASTM D 1056, Grade RE41E1, capable of compression up to 35 percent of width and thickness indicated.
- C. Mortar Net: Provide continuous Mortar Net along base of air space to catch mortar drippings. High-density polyethylene, 90 percent open mesh, dovetail shape.
- D. As an alternate to Mortar Net, every third brick may be left out at base of air space and cavity cleaned and inspected to be free of mortar droppings.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Do not begin installation until backup substrates have been properly prepared.
- B. Verify field conditions are acceptable and are ready to receive work.
- C. Verify built-in items are in proper location, and ready for roughing into masonry work.
- D. If backup substrate and other preparation work is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

### 3.2 PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Furnish temporary bracing during installation of masonry work. Maintain in place until building structure provides permanent support.

### 3.3 INSTALLATION

- A. Pre-wet all brick having initial rate of absorption greater than 30 before laying.
- B. Heat water and sand in cold weather. Do not lay brick in temperature below freezing unless such heating of materials and protection of work is properly provided for.
- C. Lay brickwork true to dimensions, plumb, square, and in bond. All courses shall be level with joints of uniform width and height.
- D. Vertical joints in facing bond work shall be spaced so as to line up plumb and true, and all joints shall be as uniform as the type of brick will allow.
- E. Lay facing brick in full mortar bed with shoved head joints. Completely fill joints with mortar. Do not deep furrow bed joints.
- F. Allow space for caulking of joints at frames.
- G. Bond for facing brick shall be running bond unless otherwise indicated on the Drawings. Match existing bond patterns unless noted otherwise.
- H. Anchor facing brick to metal studs or masonry backup at 16 inches o.c. vertically and 16 inches o.c. horizontally with adjustable anchors and ties.
- I. Joint thickness shall be such as to provide coursing pattern to match existing brickwork. When the joints have become thumbprint hard, all exposed joints shall be tooled with a sled-jointing tool. The jointer shall be larger than the width of the joints so that a complete contact is made along the edges of the units, compressing and sealing the surface of the joint. Joints shall be pointed as the tool proceeds.
- J. Form weep holes in head joints at face brick over shelf angles and lintels and where shown on the Drawings. Rake out bed joint mortar to clean flashing surface. Weep holes shall be filled with preformed mesh type vent at bottom of head joints not more than 24 inches o.c.
- K. Keep air space clean of mortar at all times. Where brick extends below grade, fill brick cavity solid to level of flashing and slope mortar slightly to outside under flashing.
- L. When flashing is to be laid on or against masonry, the surface of the masonry shall be smooth and free from projections that might puncture the flashing material.
- M. Where fresh masonry joins masonry that is partially set or totally set, the exposed surface of the set masonry shall be cleaned and lightly wetted so as to obtain the best possible bond with the new work. All loose brick and mortar shall be removed.
- N. Expansion Joints:
  - 1. Vertical: Locate where indicated on Drawings. Lay units to form a vertical joint free of mortar and of same width as normal head joint.
  - 2. Horizontal: Locate under shelf angles and other dissimilar materials abutted by brick. Maintain a clear space at least 1/4-inch thick free of mortar. Inspect with trowel before installing backer rod and sealant.
  - 3. Sealant. Shall be in accordance with Section 07 90 00 - Joint Protection.

### 3.4 FLASHING

- A. Build in, as the work progresses all flashings which enter the masonry as specified in Sections 07600 Sheet Metal Flashing and 07670 Thru-Wall Flashing.
- B. Extend all flexible flashing 1 inch past face of wall and trim after tooling joints.

- C. Where metal flashing or drip edge is shown, align drip with face of brick. Edge of flashing or drip edge shall be a simple hem rolled edge and not turned down.

### 3.5 OPENINGS AND HOLES

- A. Provide all chases and recesses in masonry work of all types as indicated on the Drawings and as required for pipes, ducts, and other work of Mechanical and Electrical trades. Such work shall be accurately located by the trades requiring the work, but masonry work shall not be constructed without giving other trades due notices and opportunity to lay out or install such items as may be required for their work.
- B. Where required for installation of work of other trades, leave openings as indicated on the Drawing or as required to receive a later installation.
- C. After work of other trades is in place, openings shall be neatly filled with masonry of the same type as in the adjoining surfaces.

### 3.6 SETTING AND BUILDING-IN

- A. Build-in materials occurring in any type of masonry construction that are furnished by other trades. All built-in work shall be accurately placed, secured, held in position, and located by the trade requiring the work.
- B. Set and built -in items of related miscellaneous iron such as loose lintels and anchors required to complete all parts not connected to building framing.
- C. Set all anchor bolts required for the attachment of work to masonry.
- D. Build-in recesses, flashings, receivers, slots, anchors, sleeves and other work shown on Drawings.

### 3.7 CLEANING

- A. After tooling and pointing is done, clean face brick surface with dry brush.
- B. After 3 days clean with water and mild detergent or cleaners recommended by brick manufacturer. Do not use muriatic acid.
  - 1. Wet brick surfaces thoroughly before applying cleaning solution.
  - 2. Apply cleaning solution with bucket and brush or LOW PRESSURE spray.
  - 3. Remove all stains and mortar streaks using stiff fiber bristle brush.
  - 4. Rinse THOROUGHLY with water.
  - 5. Protect windows, landscaping, and surrounding masonry surfaces from cleaning solution and rinse water.

END OF SECTION

**SECTION 05500****METAL FABRICATIONS****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Shop fabricated steel items.

**1.02 REFERENCES**

- A. ASTM A 36/A 36M - Standard Specification for Carbon Structural Steel; 2005.
- B. ASTM A 53/A 53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless; 2004a.
- C. ASTM A 123/A 123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products; 2002.
- D. AWS A2.4 - Standard Symbols for Welding, Brazing, and Nondestructive Examination; American Welding Society; 1998.
- E. AWS D1.1/D1.1M - Structural Welding Code - Steel; American Welding Society; 2004 and errata.
- F. SSPC-Paint 15 - Steel Joist Shop Primer; Society for Protective Coatings; 1999 (Ed. 2004).
- G. SSPC-Paint 20 - Zinc-Rich Primers (Type I, "Inorganic," and Type II, "Organic"); Society for Protective Coatings; 2002 (Ed. 2004).

**1.03 SUBMITTALS**

- A. See Section 01300 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate profiles, sizes, connection attachments, reinforcing, anchorage, size and type of fasteners, and accessories. Include erection drawings, elevations, and details where applicable.
  - 1. Indicate welded connections using standard AWS A2.4 welding symbols. Indicate net weld lengths.
- C. Welders' Certificates: Submit certification for welders employed on the project, verifying AWS qualification within the previous 12 months.

**PART 2 PRODUCTS****2.01 MATERIALS - STEEL**

- A. Steel Sections: ASTM A 36/A 36M.
- B. Pipe: ASTM A 53/A 53M, Grade B Schedule 40, black finish.
- C. Welding Materials: AWS D1.1; type required for materials being welded.
- D. Shop and Touch-Up Primer: SSPC-Paint 15, complying with VOC limitations of authorities having jurisdiction.
- E. Touch-Up Primer for Galvanized Surfaces: SSPC-Paint 20, Type I - Inorganic, complying with



VOC limitations of authorities having jurisdiction.

## **2.02 FABRICATION**

- A. Fit and shop assemble items in largest practical sections, for delivery to site.
- B. Fabricate items with joints tightly fitted and secured.
- C. Grind exposed joints flush and smooth with adjacent finish surface. Make exposed joints butt tight, flush, and hairline. Ease exposed edges to small uniform radius.
- D. Supply components required for anchorage of fabrications. Fabricate anchors and related components of same material and finish as fabrication, except where specifically noted otherwise.

## **2.03 FABRICATED ITEMS**

- A. Sub frame for screen support

## **2.04 FINISHES - STEEL**

- A. Prime paint all steel items.
- B. Prepare surfaces to be primed in accordance with SSPC-SP 3.
- C. Prime Painting: One coat.
- D. Finish Painting: Two coats

## **PART 3 EXECUTION**

### **3.02 INSTALLATION**

- A. Install items plumb and level, accurately fitted, free from distortion or defects.
- B. Provide for erection loads, and for sufficient temporary bracing to maintain true alignment until completion of erection and installation of permanent attachments.
- C. Field weld components indicated.
- D. Perform field welding in accordance with AWS D1.1.
- E. Obtain approval prior to site cutting or making adjustments not scheduled.
- F. After erection, prime welds, abrasions, and surfaces not shop primed or galvanized, except surfaces to be in contact with concrete.

**END OF SECTION**

## SECTION 05520

## ALUMINUM RAILINGS AND STEEL CABLE RAILS

## PART 1 GENERAL

## 1.1 SECTION INCLUDES

- A. Aluminum railings including the following:
  - 1. Track/ledgers.
  - 2. Metal hangers and fasteners.
  - 3. Deck railings.

## 1.2 RELATED SECTIONS

- A. Section 05 50 00 - Metal Fabrications.
- B. Section 06 10 00 - Rough Carpentry.

## 1.3 REFERENCES

- A. ASTM International (ASTM):
  - 1. ASTM A1003 - Standard Specification for Steel Sheet, Carbon Metallic and Nonmetallic Coated for Cold Formed Framing Members.

- B. National Green Building Standard (NGBS).

## 1.4 COORDINATION

- A. Coordinate blocking and support requirements for railing posts.
- B. Coordinate bracing of support posts.

## 1.5 SUBMITTALS

- A. Refer to Section 01 30 00 - Administrative Requirements Submittal Procedures.
- B. Product Data: Submit manufacturer current technical literature for each type of product.
- C. Shop Drawings:
  - 1. Provide plans and details which include layout, spacing, and sizes of metal deck framing.
  - 2. Include details showing anchorage to primary structure, bracing of deck framing, required blocking, and bridging.
- D. Delegated-Design Submittal: For metal deck framing indicated provide analysis signed and sealed by the qualified professional engineer responsible for their preparation.
- E. LEED Submittals:
  - 1. Material and Resources (MR)
- G. Quality Assurance Submittals
  - 1. Manufacturer Instructions: Provide manufacturer's written instructions including proper material storage, material handling, installation sequence, and attachment methods.
  - 2. Test Report: Submit ICC ES Report: ER-4943P indicating properties of deck framing materials.

H. Selection Samples: For each finish product specified, two complete sets of color chips representing manufacturer's full range of available colors and patterns.

I. Verification Samples: For each finish product specified, two samples, minimum size 6 inches (150 mm) square representing actual product, color, and patterns.

## 1.6 QUALITY ASSURANCE

A. Manufacturer Qualifications: Minimum 5 year experience manufacturing similar products.

B. Installer Qualifications: Minimum 2 year experience installing similar products.

**\*\* NOTE TO SPECIFIER \*\*** Include a mock-up if the project size and/or quality warrant taking such a precaution. The following is one example of how a mock-up on a large project might be specified. When deciding on the extent of the mock-up, consider all the major different types of work on the project.

C. Mock-Up: Provide a mock-up for evaluation of surface preparation techniques and application workmanship.

1. Finish areas designated by Architect.
2. Do not proceed with remaining work until workmanship is approved by Architect.
3. Refinish mock-up area as required to produce acceptable work.

## 1.7 PRE-INSTALLATION MEETINGS

A. Convene minimum two weeks prior to starting work of this section.

## 1.8 DELIVERY, STORAGE, AND HANDLING

A. Refer to Section 01 60 00 - Product Requirements Product Requirements.

B. Deliver framing materials and components in manufacturer's original, unopened, undamaged packaging with identification labels intact.

C. Store materials on dry, level, firm, and clean surface. Elevate material at one end to allow moisture run-off, cover and ventilate to allow air to circulate and moisture to escape.

D. Handling: Handle materials to avoid damage.

## 1.9 PROJECT CONDITIONS

A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's recommended limits.

## 1.10 SEQUENCING

A. Ensure that products of this section are supplied to affected trades in time to prevent interruption of construction progress.

## 1.11 WARRANTY

A. Limited Warranty:

1. Standard form in which manufacturer agrees that under normal use and service conditions steel deck framing components shall be free from material defects in workmanship and materials and will not become structurally unfit. Structurally unfit shall be defined as corrosion causing a perforation on the component.

2. Warranty Period: 25 years.

## PART 2 PRODUCTS

### 2.1 MANUFACTURERS

A. Acceptable Manufacturer: Trex Company, Inc, SC&R or approved equal.

C. Requests for substitutions will be considered in accordance with provisions of Section - Product Requirements.

A. Aluminum Deck Railing:

1. Product: Railing
2. Product: Rod Rail
3. Product: Curved Rail

B. Hand Railing:

1. Product: Select as detailed
2. Product: ADA-Compliant Handrail.
3. Finish: AAMA 2604 powder coating, color as selected.

C. Railing Post Components:

1. Products: Post anchors as detailed, post sleeve caps,
2. Finish: AAMA 2604 powder coating, color as selected.
2. Finish: AAMA 2604 powder coating, color as selected.

\$10,000 price of the average deck\*, wouldn't it be wise to spend a few extra dollars to protect the life of your deck? Trex Protect acts as a moisture barrier between wood and galvanized metal, helping screws hold longer and stronger so you get the full life out of your deck. Delete if not required.

### 2.5 OUTSIDE LIGHTING

A. See electrical plans

## PART 3 EXECUTION

### 3.1 EXAMINATION

A. Do not begin installation until substrates have been properly prepared.

B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

### 3.2 PREPARATION

A. Clean surfaces thoroughly prior to installation.

B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

### 3.3 FRAMING SYSTEM INSTALLATION

A. Install in accordance with manufacturer's instructions and approved submittals. Install in proper relationship with adjacent construction.

B. Prepare posts as detailed on shop drawings.

C. Install angle brackets on box beam at joist spacing indicated on shop drawings prior to installing box beam on support posts.

D. Attach ledger to primary structure using fasteners at spacing indicated on approved shop drawings.

1. Provide blocking between joists to support railing posts as shown on approved shop drawings.

### 3.4 CLEANING AND PROTECTION

A. Remove scrap material from site and legally dispose of offsite.

B. Touch-up tracks, joists and box beams scratched during framing with manufacturer approved touch-up paint. Prepare metal and apply touch-up paint per manufacturer's instructions.

END OF SECTION

SECTION 06000

Project Sign

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Provide, install and maintain a project sign in accordance with NYS HCR/NYMS requirements.
- B. Sign Location must be approved by the owner and NYS HCR/NYMS. The wording of "Project Information" will be provided by the owner.
- C. The sign must be installed within one week after the construction contract has been signed.
- D. A photo of the installed sign must be send to NYS HCR/NYMS immediately.

1.2 APPROVED COLOR SCHEME:

- A. The following pages contain the sign specifications required by NYS HCR/NYMS.

# Project Sign – Master Specification

All projects receiving funding from New York State Homes and Community Renewal shall post a Project Sign at the project construction site(s). Sign graphics shall be in accordance with the Project Sign template posted on the NYS HCR website at: <https://hcr.ny.gov/hcr-sign-specifications>.

All signs shall meet the following master specification:

1. Include the following text in this order in the middle white band:
  - a. Project name
  - b. Expected completion date: (please include these words followed by date)
  - c. Developer name (not borrowing entity)
2. The Project Sign shall be fabricated by a professional sign manufacturer, per the following specifications:
  - a. Four feet by eight feet medium density overlay exterior grade plywood with grade B surface veneers (MDO B-B EXT-APA).
    - i. Exterior grade printed signs, such as closed cell PVC foamboard, mounted on APA exterior grade sheets are acceptable.
  - b. Lettering and striping shall be uniform with sharp, neat profiles.
  - c. Size of text and logos to be proportional to that shown on the sign template.
  - d. Font: Arial & Arial Bold
  - e. Sign colors: see adjoining sign graphic template file.
  - f. Include the logos for Fair Housing and Equal Opportunity as indicated on the sign template. Sign colors: see adjoining sign graphic template file.
  - g. Projects with dwelling units that are Accessible or Adaptable to applicable building code or other Accessibility standards for mobility impaired individuals shall include the [universal symbol of access](#).
3. A proof of the sign should be sent to your HCR project manager before fabrication and installation.
4. Sign Installation:
  - a. Install sign within one week from commencement of work at the site.
  - b. Submit a photograph of the installed sign to your HCR project manager.
  - c. Install sign in accordance with all laws and codes having jurisdiction.
  - d. Erect sign in a prominent location, secure from vandalism.
  - e. Provide individual signs at non-contiguous scattered site projects.
  - f. Maintain each sign plumb, level and in good condition for the duration of construction.
  - g. Maintain each project sign at the property for 60 days after completion of the construction or initial occupancy, whichever duration is longer.

# Project Sign Specifications

## Project name

Expected completion date: Month, Day Year or Month Year or Season Year

Developer name (not borrowing entity)

Include *Expected completion date*:  
words on sign.



## Sample Name of Project

Expected completion date: Month Year

Sample Development Company Name

Pantone: 7680 c  
(Purple)

Pantone: 2925 c  
(Blue)



The mission of NYS Homes and Community Renewal is to build, preserve, and protect affordable housing and increase homeownership throughout New York State.



Andrew M. Cuomo, Governor

RuthAnne Visnauskas, Commissioner/CEO

## See full Master Sign Written Specifications

Typeface: Arial & Arial Bold

Pantone: 7680 c (Purple)

Pantone: 2925 c (Blue)





# Homes and Community Renewal



The mission of NYS Homes and Community Renewal is to build, preserve, and protect affordable housing and increase homeownership throughout New York State.



Andrew M. Cuomo, Governor

RuthAnne Visnauskas, Commissioner/CEO

## SECTION 06100

## ROUGH CARPENTRY

## PART 1 GENERAL

## 1.1 SECTION INCLUDES

- A. Structural floor and wall framing.
- B. Miscellaneous framing and sheathing.
- C. Concealed wood blocking for support of wall cabinets and wood trim.
- D. Miscellaneous wood nailers and furring strips.

## 1.2 RELATED SECTIONS

## 1.3 REFERENCES

- A. AFPA T10 - Wood Frame Construction Manual; American Forest and Paper Association.
- B. ASTM A 153/A 153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
- C. ASTM C 1396/C 1396M - Standard Specification for Gypsum Board.
- D. ASTM E 84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
- E. PS 1 - Construction and Industrial Plywood; National Institute of Standards and Technology (Department of Commerce).
- F. PS 20 - American Softwood Lumber Standard; National Institute of Standards and Technology (Department of Commerce).
- G. SPIB (GR) - Grading Rules; Southern Pine Inspection Bureau, Inc..
- H. WCLB (GR) - Standard Grading Rules for West Coast Lumber No. 17; West Coast Lumber Inspection Bureau.
- I. WWPA G-5 - Western Lumber Grading Rules; Western Wood Products Association.

## 1.4 SUBMITTALS

- A. See Section 01300 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide technical data on insulated sheathing, wood preservative materials, and application instructions.
- C. Shop Drawings: For site fabricated truss frames, indicate dimensions, wood species and grades, component profiles, drilled holes, fasteners, connectors, details, and sequence of erection.

## 1.5 QUALITY ASSURANCE

- A. Lumber: Comply with PS 20 and approved grading rules and inspection agencies.
  - 1. Acceptable Lumber Inspection Agencies: Any agency with rules approved by American Lumber Standards Committee.

## 1.6 DELIVERY, STORAGE, AND HANDLING

- A. General: Cover wood products to protect against moisture. Support stacked products to prevent deformation and to allow air circulation.

## PART 2 PRODUCTS

## 2.1 GENERAL REQUIREMENTS

- A. Lumber fabricated from old growth timber is not permitted.

## 2.2 DIMENSION LUMBER

- A. Grading Agency: Southern Pine Inspection Bureau, Inc. (SPIB).
- B. Sizes: Nominal sizes as indicated on drawings, S4S.
- C. Moisture Content: S-dry or MC19.
- D. Stud Framing (2 x 2 through 2 x 6 ):
  - 1. Species: Any allowed under referenced grading rules.
  - 2. Species: Douglas Fir-Larch.
  - 3. Grade: No. 2.
- E. Joist, Rafter, and Small Beam Framing (2 x 6 through 4 x 16 ):
  - 1. Machine stress-rated (MSR) as follows:
    - a. Fb-single (minimum extreme fiber stress in bending): 1350 psi.
    - b. E (minimum modulus of elasticity): 1,300,000 psi.
  - 2. Species: Any allowed under grading rules.
  - 3. Species: Douglas Fir-Larch.

## 2.3 CONSTRUCTION PANELS

- A. Subflooring: APA Rated Sheathing.
  - 1. Exposure Class: Exterior.
  - 2. Span Rating: 32/16 inches.
- B. Underlayment: APA Underlayment; plywood, Exposure 2, 19/32 inch thick. Fully sanded faces at resilient flooring.
- C. Wall Sheathing: Plywood, PS 1, Grade C-D, Exposure I.

## 2.4 ACCESSORIES

- A. Fasteners and Anchors:
  - 1. Metal and Finish: Hot-dipped galvanized steel per ASTM A 153/A 153M for high humidity and preservative-treated wood locations, unfinished steel elsewhere.
  - 2. Drywall Screws: Bugle head, hardened steel, power driven type, length three times thickness of sheathing.
  - 3. Anchors: Toggle bolt type for anchorage to hollow masonry.
- B. Sill Gasket on Top of Foundation Wall: 1/4 inch thick, plate width, closed cell plastic foam from continuous rolls.
- C. Sill Flashing: As specified in Section 07620.
- D. Building Paper: No. 15 asphalt felt.

## 2.5 FACTORY WOOD TREATMENT

## PART 3 EXECUTION

### 3.1 FRAMING INSTALLATION

- A. Set structural members level, plumb, and true to line. Discard pieces with defects that would lower required strength or result in unacceptable appearance of exposed members.
- B. Make provisions for temporary construction loads, and provide temporary bracing sufficient to maintain structure in true alignment and safe condition until completion of erection and installation of permanent bracing.

- C. Install structural members full length without splices unless otherwise specifically detailed.
- D. Comply with member sizes, spacing, and configurations indicated, and fastener size and spacing indicated, but not less than required by applicable codes and AFPA Wood Frame Construction Manual.
- E. Construct double joist headers at floor and ceiling openings and under wall stud partitions that are parallel to floor joists; use metal joist hangers unless otherwise detailed.
- F. Frame openings with two or more studs at each jamb; support headers on cripple studs.
- G. Provide miscellaneous members as indicated or as required to support finishes, fixtures, specialty items, and trim.

### 3.2 INSTALLATION OF ACCESSORIES AND MISCELLANEOUS WOOD

- A. Place full width continuous sill flashings under framed walls on cementitious foundations. Lap flashing joints 4 inches and seal.
- B. Place sill gasket directly on sill flashing. Puncture gasket cleanly and fit tightly to protruding foundation anchor bolts.

### 3.3 INSTALLATION OF CONSTRUCTION PANELS

- A. Subflooring: Glue and nail to framing; staples are not permitted.
- B. Underlayment: Secure to subflooring with nails and glue.
  - 1. Place building paper between floor underlayment and subflooring.
- C. Wall Sheathing: Secure with long dimension perpendicular to wall studs, with ends over firm bearing and staggered, using nails, screws, or staples.

### 3.4 TOLERANCES

- A. Framing Members: 1/4 inch from true position, maximum.
- B. Surface Flatness of Floor: 1/8 inch in 10 feet maximum, and 1/4 inch in 30 feet maximum.
- C. Variation from Plane (Other than Floors): 1/4 inch in 10 feet maximum, and 1/4 inch in 30 feet maximum.

**SECTION 06200****FINISH CARPENTRY****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Finish carpentry items.
- B. Wood casings and moldings.

**1.02 REFERENCES**

- A. 16 CFR 1201 - Safety Standard for Architectural Glazing Materials; 2003.

**1.03 SUBMITTALS**

- A. See Section 01300 - Administrative Requirements for submittal procedures.
- B. Shop Drawings: Indicate materials, component profiles, fastening methods, jointing details, accessories, and \_\_\_\_\_, to a minimum scale of 1-1/2 inch to 1 ft.

**1.04 QUALITY ASSURANCE****1.05 REGULATORY REQUIREMENTS**

- A. Conform to applicable code for fire retardant requirements.

**1.06 DELIVERY, STORAGE, AND PROTECTION**

- A. Protect work from moisture damage.

**PART 2 PRODUCTS****2.01 LUMBER MATERIALS**

- A. Softwood Lumber: pine species, for paint finish maximum moisture content of 6 percent; \_\_\_\_\_.
- B. Hardwood Lumber: \_\_\_\_\_ species, \_\_\_\_\_ sawn, maximum moisture content of 6 percent; with vertical grain, of quality suitable for transparent finish.

**2.02 FABRICATION**

- A. Shop assemble work for delivery to site, permitting passage through building openings.
- B. When necessary to cut and fit on site, provide materials with ample allowance for cutting. Provide trim for scribing and site cutting.

**2.03 SHOP FINISHING**

- A. Sand work smooth and set exposed nails and screws.
- B. Apply wood filler in exposed nail and screw indentations.
- C. Back prime woodwork items to be field finished, prior to installation.

**PART 3 EXECUTION****3.01 EXAMINATION**

- A. Verify adequacy of backing and support framing.

**3.02 INSTALLATION**

- A. Set and secure materials and components in place, plumb and level.

- B. Carefully scribe work abutting other components, with maximum gaps of 1/32 inch. Do not use additional overlay trim to conceal larger gaps.

### **3.03 ERECTION TOLERANCES**

- A. Maximum Variation from True Position: 1/16 inch.
- B. Maximum Offset from True Alignment with Abutting Materials: 1/32 inch.

**END OF SECTION**

**SECTION 06114****WOOD BLOCKING AND CURBING****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Roof nailers and curbs.
- B. Blocking in wall and roof openings.
- C. Preservative treatment of wood.
- D. Telephone and electrical panel boards.
- E. Concealed wood blocking for support of toilet and bath accessories, wall cabinets, and wood trim.

**1.02 REFERENCES**

- A. ASTM A 153/A 153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2004.
- B. AWWA C2 - Lumber, Timber, Bridge Ties and Mine Ties -- Preservative Treatment by Pressure Processes; American Wood-Preservers' Association; 2002.
- C. AWWA U1 - Use Category System: User Specification for Treated Wood; American Wood-Preservers' Association; 2005.
- D. PS 1 - Construction and Industrial Plywood; National Institute of Standards and Technology (Department of Commerce); 1995.
- E. PS 20 - American Softwood Lumber Standard; National Institute of Standards and Technology (Department of Commerce); 2005.
- F. SPIB (GR) - Grading Rules; Southern Pine Inspection Bureau, Inc.; 2002.
- G. WCLB (GR) - Standard Grading Rules for West Coast Lumber No. 17; West Coast Lumber Inspection Bureau; 1996.
- H. WWPA G-5 - Western Lumber Grading Rules; Western Wood Products Association; 2005.

**1.03 SUBMITTALS**

- A. See Section 01300 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide technical data on wood preservative materials.

**1.04 QUALITY ASSURANCE**

- A. Lumber: Comply with PS 20 and approved grading rules and inspection agencies.
  - 1. Acceptable Lumber Inspection Agencies: SPIB, WCLB, and WWPA.
  - 2. Lumber of other species or grades, or graded by other agencies, is acceptable provided structural and appearance characteristics are equivalent to or better than products specified.
- B. Plywood: Comply with PS 1.

**PART 2 PRODUCTS****2.01 GENERAL REQUIREMENTS**

- A. Lumber fabricated from old growth timber is not permitted.

**2.02 DIMENSION LUMBER**

- A. Sizes: Nominal sizes as indicated on drawings, S4S.
- B. Moisture Content: S-dry or MC19.
- C. Miscellaneous Blocking, Furring, and Nailers:
  - 1. Lumber: S4S, No. 2 or Standard Grade.

### **2.03 CONSTRUCTION PANELS**

- A. Miscellaneous Panels:
  - 1. Concealed Plywood: PS 1, C-C Plugged, exterior grade.
  - 2. Electrical Component Mounting: APA rated sheathing, fire retardant treated.

### **2.04 ACCESSORIES**

- A. Fasteners and Anchors:
  - 1. Fasteners: Hot-dipped galvanized steel per ASTM A 153/A 153M for high humidity and treated wood locations, unfinished steel elsewhere.

### **2.05 FACTORY WOOD TREATMENT**

- A. Treated Lumber and Plywood: Comply with requirements of AWWA U1 - Use Category System for wood treatments determined by use categories, expected service conditions, and specific applications.
- B. Preservative Pressure Treatment of Lumber Above Grade: AWWA Use Category UC3B, Commodity Specification A (Treatment C2) using waterborne preservative to 0.25 lb/cu ft retention.
  - 1. Kiln dry after treatment to maximum moisture content of 19 percent.
  - 2. Treat wood in contact with roofing, flashing, or waterproofing.
  - 3. Treat wood in contact with masonry or concrete.

## **PART 3 EXECUTION**

### **3.01 FRAMING INSTALLATION**

- A. Set members level and plumb, in correct position.
- B. Space framing and furring members 24 inches o.c.
- C. Curb roof openings except where prefabricated curbs are provided. Form corners by alternating lapping side members.
- D. Coordinate curb installation with installation of decking and support of deck openings.
- E. Provide miscellaneous members as indicated or as required to support finishes, fixtures, specialty items, and trim.

### **3.02 INSTALLATION OF CONSTRUCTION PANELS**

- A. Sheathing: Secure with long dimension perpendicular to framing members, with ends over firm bearing and staggered, using nails or screws.
- B. Install telephone and electrical panel back boards made of plywood or other acceptable structural panels at locations indicated. Size back boards to be minimum 96 inches beyond size of telephone and electrical panels.

### **3.03 SITE APPLIED WOOD TREATMENT**

- A. Apply preservative treatment compatible with factory applied treatment at site-sawn cuts, complying with manufacturer's instructions.
- B. Allow preservative to dry prior to erecting members.



**SECTION 07212****BOARD AND BATT INSULATION****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Batt insulation in exterior wall and ceiling construction.
- B. Batt insulation for filling perimeter window and door shim spaces and crevices in exterior wall and roof.

**1.02 RELATED SECTIONS**

- A. Section 05400 - Cold Formed Metal Framing: Supporting construction for batt insulation.
- B. Section 09260 - Gypsum Board Assemblies: Acoustic insulation.

**1.03 REFERENCES**

- A. ASTM C 665 - Standard Specification for Mineral-Fiber Blanket Thermal Insulation for Light Frame Construction and Manufactured Housing; 2001.
- B. ASTM E 136 - Standard Test Method for Behavior of Materials in a Vertical Tube Furnace At 750 Degrees C; 2004.

**1.04 SUBMITTALS**

- A. See Section 01300 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on product characteristics, performance criteria, and product limitations.

**PART 2 PRODUCTS****2.01 BATT INSULATION MATERIALS**

- A. Batt Insulation: ASTM C 665; preformed glass or mineral fiber batt; friction fit, conforming to the following:
  - 1. Combustibility: Non-combustible when tested in accordance with ASTM E 136, except for facing, if any.
  - 2. Manufacturers:
    - a. CertainTeed Corporation: [www.certainteed.com](http://www.certainteed.com).
    - b. Johns Manville Corporation: [www.jm.com](http://www.jm.com).
    - c. Owens Corning Corp: [www.owenscorning.com](http://www.owenscorning.com).
  - 3. Substitutions: See Section 01600 - Product Requirements.

**2.02 ACCESSORIES**

- A. Tape: Bright aluminum self-adhering type, mesh reinforced, 2 inch wide.

**PART 3 EXECUTION****3.01 BATT INSTALLATION**

- A. Install insulation in accordance with manufacturer's instructions.
- B. Install in exterior wall spaces without gaps or voids. Do not compress insulation.
- C. Trim insulation neatly to fit spaces. Insulate miscellaneous gaps and voids.
- D. Fit insulation tightly in cavities and tightly to exterior side of mechanical and electrical services within the plane of the insulation.

### **3.02 PROTECTION OF FINISHED WORK**

- A. Do not permit installed insulation to be damaged prior to its concealment.

**END OF SECTION**

**SECTION 07620****SHEET METAL FLASHING AND TRIM****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Fabricated sheet metal items, including flashing, counter flashing.
- B. Reglets and accessories.

**1.02 RELATED SECTIONS**

- A. Section: Execution requirements for recessed flashing reglets and accessories.
- B. Section 06114 - Wood Blocking and Curbing: Wood blocking and battens for metal roofing substrate profiles.
- C. Section 07311 – Asphalt or Fiberglass Shingles: Flashings associated with shingle roofing.
- D. Section: Roofing system.
- E. Section 07710 - Manufactured Roof Specialties: Preformed flashings and manufactured expansion joint covers.
- F. Section 07900 - Joint Sealers.
- G. Section 09900 - Paints and Coatings: Field painting.
- H. Section: Flashing sleeves and collars for mechanical items protruding through roofing membrane.

**1.03 REFERENCES**

- A. AAMA 611 - Voluntary Specification for Anodized Architectural Aluminum; American Architectural Manufacturers Association; 1998.
- B. AAMA 2604 - Voluntary Specification, Performance Requirements and Test Procedures for High Performance Organic Coatings on Aluminum Extrusions and Panels; 2005.
- C. ASTM A 653/A 653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2004a.
- D. ASTM B 209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate; 2004.
- E. ASTM B 209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate (Metric); 2004.
- F. ASTM D 226 - Standard Specification for Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing; 1997a.
- G. ASTM D 4586 - Standard Specification for Asphalt Roof Cement, Asbestos-Free; 2000.
- H. SMACNA (ASMM) - Architectural Sheet Metal Manual; Sheet Metal and Air Conditioning Contractors' National Association; 2003.

**1.04 SUBMITTALS**

- A. See Section 01300 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate material profile, jointing pattern, jointing details, fastening methods, flashings, terminations, and installation details.

**1.05 QUALITY ASSURANCE**

- A. Perform work in accordance with SMACNA Architectural Sheet Metal Manual requirements and standard details, except as otherwise indicated.
- B. Maintain one copy of each document on site.
- C. Fabricator and Installer Qualifications: Company specializing in sheet metal work with 5 years of documented experience.

**1.06 DELIVERY, STORAGE, AND HANDLING**

- A. Stack material to prevent twisting, bending, and abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.
- B. Prevent contact with materials which may cause discoloration or staining.

**1.07 PROJECT CONDITIONS**

- A. Coordinate with the work for installing recessed flashing reglets.

**PART 2 PRODUCTS****2.01 SHEET MATERIALS**

- A. Galvanized Steel: ASTM A 653/A 653M, with G90/Z275 zinc coating; minimum 0.02 inch thick base metal.
- B. Pre-Finished Galvanized Steel: ASTM A 653/A 653M, with G90/Z275 zinc coating; minimum 0.02 inch thick base metal, shop pre-coated with modified silicone coating.
  - 1. Modified Silicone Polyester Coating: Pigmented Organic Coating System, AAMA 2603; baked enamel finish system; color as scheduled.

**2.02 ACCESSORIES**

- A. Fasteners: Galvanized steel, with soft neoprene washers.
- B. Underlayment: ASTM D 226, organic roofing felt, Type I ("No. 15").
- C. Primer: Zinc chromate type.
- D. Protective Backing Paint: Zinc molybdate alkyd.
- E. Sealant: Type specified in Section 07900.
- F. Plastic Cement: ASTM D 4586, Type I.

**2.03 FABRICATION**

- A. Form sections true to shape, accurate in size, square, and free from distortion or defects.
- B. Form pieces in longest possible lengths.

- C. Hem exposed edges on underside 1/2 inch; miter and seam corners.
- D. Form material with flat lock seams, except where otherwise indicated. At moving joints, use sealed lapped, bayonet-type or interlocking hooked seams.
- E. Fabricate corners from one piece with minimum 18 inch long legs; seam for rigidity, seal with sealant.
- F. Fabricate vertical faces with bottom edge formed outward 1/4 inch (6 mm) and hemmed to form drip.
- G. Fabricate flashings to allow toe to extend 2 inches over roofing gravel. Return and brake edges.

### **PART 3 EXECUTION**

#### **3.01 EXAMINATION**

- A. Verify roof openings, curbs, pipes, sleeves, ducts, and vents through roof are solidly set, reglets in place, and nailing strips located.
- B. Verify roofing termination and base flashings are in place, sealed, and secure.

#### **3.02 PREPARATION**

- A. Install starter and edge strips, and cleats before starting installation.
- B. Install surface mounted reglets true to lines and levels. Seal top of reglets with sealant.
- C. Back paint concealed metal surfaces with protective backing paint to a minimum dry film thickness of 15 mil.

#### **3.03 INSTALLATION**

- A. Conform to drawing details:
- B. Insert flashings into reglets to form tight fit. Secure in place with lead wedges. Seal flashings into reglets with sealant.
- C. Secure flashings in place using concealed fasteners. Use exposed fasteners only where permitted.
- D. Apply plastic cement compound between metal flashings and felt flashings.
- E. Fit flashings tight in place. Make corners square, surfaces true and straight in planes, and lines accurate to profiles.
- F. Seal metal joints watertight.

#### **3.04 FIELD QUALITY CONTROL**

- A. See Section 01400 - Quality Requirements, for field inspection requirements.
- B. Inspection will involve surveillance of work during installation to ascertain compliance with specified requirements.

**END OF SECTION**

**SECTION 07900****JOINT SEALERS****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Sealants and joint backing.

**1.02 RELATED SECTIONS**

- A. Section: Sealants required in conjunction with roof installation.
- B. Sealants required in conjunction with waterproofing.

**1.03 REFERENCES**

- A. ASTM C 834 - Standard Specification for Latex Sealants; 2000.
- B. ASTM C 920 - Standard Specification for Elastomeric Joint Sealants; 2002.
- C. ASTM C 1193 - Standard Guide for Use of Joint Sealants; 2005.
- D. ASTM D 1056 - Standard Specification for Flexible Cellular Materials--Sponge or Expanded Rubber; 2000.

**1.04 QUALITY ASSURANCE**

- A. Maintain one copy of each referenced document covering installation requirements on site.

**1.05 ENVIRONMENTAL REQUIREMENTS**

- A. Maintain temperature and humidity recommended by the sealant manufacturer during and after installation.

**1.06 COORDINATION**

- A. Coordinate the work with all sections referencing this section.

**1.07 WARRANTY**

- A. See Section 01780 - Closeout Submittals, for additional warranty requirements.
- B. Correct defective work within a five year period after Date of Substantial Completion.
- C. Warranty: Include coverage for installed sealants and accessories which fail to achieve airtight seal, exhibit loss of adhesion or cohesion, or do not cure.

**PART 2 PRODUCTS****2.01 MANUFACTURERS**

- A. Silicone Sealants:
  - 1. Bostik, Inc; [www.bostik-us.com](http://www.bostik-us.com).
  - 2. GE Plastics; [www.geplastics.com](http://www.geplastics.com).
  - 3. Pecora Corporation; [www.pecora.com](http://www.pecora.com).
  - 4. Substitutions: See Section 01600 - Product Requirements.
- B. Polyurethane Sealants:
  - 1. Bostik, Inc; [www.bostik-us.com](http://www.bostik-us.com).
  - 2. Pecora Corporation; [www.pecora.com](http://www.pecora.com).
  - 3. Degussa Building Systems/Sonneborn; [www.chemrex.com](http://www.chemrex.com).
  - 4. Substitutions: See Section 01600 - Product Requirements.

**2.02 SEALANTS**

- A. Sealants and Primers - General: Provide only products having lower volatile organic compound (VOC) content than required by the more stringent of the South Coast Air Quality Management District Rule No.1168 and the Bay Area Air Quality Management District Regulation 8, Rule 51.
- B. Type - General Purpose Exterior Sealant: Polyurethane; ASTM C 920, Grade NS, Class 25, Uses M, G, and A; single component.
  - 1. Color: Standard colors matching finished surfaces.

**PART 3 EXECUTION****3.01 EXAMINATION**

- A. Verify that substrate surfaces are ready to receive work.
- B. Verify that joint backing and release tapes are compatible with sealant.

**3.02 PREPARATION**

- A. Remove loose materials and foreign matter which might impair adhesion of sealant.
- B. Clean and prime joints in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions and ASTM C 1193.
- D. Protect elements surrounding the work of this section from damage or disfigurement.

**3.03 INSTALLATION**

- A. Perform work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Perform installation in accordance with ASTM C 1193.
- C. Measure joint dimensions and size joint backers to achieve width-to-depth ratio, neck dimension, and surface bond area as recommended by manufacturer, except where specific dimensions are indicated.
- D. Install bond breaker where joint backing is not used.
- E. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.
- F. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.
- G. Tool joints concave.

**3.04 CLEANING**

- A. Clean adjacent soiled surfaces.

**3.05 PROTECTION OF FINISHED WORK**

- A. Protect sealants until cured.

**3.06 SCHEDULE**

- A. Exterior Joints for Which No Other Sealant Type is Indicated: Type; colors as selected.

**END OF SECTION**

**SECTION 08211****FLUSH WOOD DOORS****PART 1 GENERAL****1.01 SECTION INCLUDES****1.02 RELATED SECTIONS**

- A. Section 06200 - Finish Carpentry.
- B. Section 08110 - Wood Doors and Frames.
- C. Section 08710 - Door Hardware.
- D. Section 08800 - Glazing.
- E. Section 09900 - Paints and Coatings: Site finishing of doors.

**1.03 REFERENCES**

- A. AWI/AWMAC (QSI) - Architectural Woodwork Quality Standards Illustrated; Architectural Woodwork Institute and Architectural Woodwork Manufacturers Association of Canada; 2003.
- B. UL (BMD) - Building Materials Directory; Underwriters Laboratories Inc.; current edition.

**1.04 SUBMITTALS**

- A. See Section 01300 - Administrative Requirements for submittal procedures.
- B. Product Data: Indicate door core materials and construction; veneer species, type and characteristics.
- C. Shop Drawings: Illustrate door opening criteria, elevations, sizes, types, swings, undercuts required, special beveling, special blocking for hardware, factory machining criteria.

**1.05 QUALITY ASSURANCE**

- A. Manufacturer: Company specializing in manufacturing the products specified in this section with minimum three years of documented experience.

**1.06 DELIVERY, STORAGE, AND PROTECTION**

- A. Package, deliver and store doors in accordance with specified quality standard.
- B. Accept doors on site in manufacturer's packaging. Inspect for damage.
- C. Protect doors with resilient packaging sealed with heat shrunk plastic. Do not store in damp or wet areas; or in areas where sunlight might bleach veneer. Seal top and bottom edges with tinted sealer if stored more than one week. Break seal on site to permit ventilation.

**1.07 PROJECT CONDITIONS**

- A. Coordinate the work with door opening construction, door frame and door hardware installation.

**1.08 WARRANTY**

- A. See Section 01780 - Closeout Submittals for additional warranty requirements.
- B. Provide warranty for the following term:
  - 1. Exterior Doors: Five (5) years.
- C. Include coverage for delamination of veneer, warping beyond specified installation tolerances, defective materials, telegraphing core construction, and finishing.



**PART 2 PRODUCTS****2.01 MANUFACTURERS**

- A. Veneer Doors:
  - 1. Substitutions: See Section 01600 - Product Requirements.

**2.02 DOORS**

- A. All Doors: See drawings for locations and additional requirements.
- B. Interior Doors: 1-3/8 inches thick unless otherwise indicated; Rail/panel construction.

**2.03 DOOR AND PANEL CORES**

- A. Non-Rated Solid Core and 20 Minute Rated Doors:
- B. To be selected to match existing finishes: Birch veneer, or PROVED EQUAL free from flames and defects.

**2.04 DOOR FACINGS**

- A. VENEER Facing for MATCHING FINISH Finish: AHA A135.4, Class 1 - Tempered, S2S (smooth two sides) hardboard, composition face, 1/8 inch thick.
  - 1. Face Design: Six-panel, embossed.
- B. Facing Adhesive: Type I - waterproof.

**2.05 DOOR CONSTRUCTION**

- A. Fabricate doors in accordance with door quality standard specified.
- B. Provide solid blocks at lock edge for hardware reinforcement.
- C. Fit door edge trim to edge of stiles after applying veneer facing.
- D. Factory machine doors for hardware other than surface-mounted hardware, in accordance with hardware requirements and dimensions.
- E. Provide edge clearances in accordance with AWI Quality Standards Illustrated Section 1700.

**2.06 FACTORY FINISHING****PART 3 EXECUTION****3.01 EXAMINATION**

- A. Verify existing conditions before starting work.
- B. Verify that opening sizes and tolerances are acceptable.
- C. Do not install doors in frame openings that are not plumb or are out-of-tolerance for size or alignment.

**3.02 INSTALLATION**

- A. Install doors in accordance with manufacturer's instructions and specified quality standard.
- B. Trim door height by cutting bottom edges to a maximum of 3/4 inch (19 mm).
- C. Use machine tools to cut or drill for hardware.
- D. Coordinate installation of doors with installation of frames and hardware.

**3.03 INSTALLATION TOLERANCES**

- A. Conform to specified quality standard for fit and clearance tolerances.

**3.04 ADJUSTING**

- A. Adjust doors for smooth and balanced door movement.

**3.05 SCHEDULE - See Drawings**

**END OF SECTION**

SECTION 08213  
FIBERGLASS DOORS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Fiberglass Entrance Door Systems:
  - 1. Fiberglass doors. (Timbergrain)

1.2 RELATED SECTIONS

**\*\* NOTE TO SPECIFIER \*\*** Delete any sections below not relevant to this project; add others as required.

- A. Section 04 20 00 - Unit Masonry.
- B. Section 05 40 00 - Cold-Formed Metal Framing.
- C. Section 06 10 00 - Rough Carpentry.
- D. Section 07 90 00 - Joint Protection.
- E. Section 08 11 00 - Metal Doors and Frames.
- F. Section 08 70 00 - Hardware.
- G. Section 08 83 13 - Mirrored Glass Glazing.
- H. Section 09 21 16.33 - Gypsum Board Area Separation Wall Assemblies.
- I. Section 09 90 00 - Painting and Coating.

1.3 REFERENCES

- A. National Fire Protection Association (NFPA):
  - 1. NFPA 252 - Standard Methods of Fire Tests of Door Assemblies.
- B. Underwriters Laboratories (UL):
  - 1. UL 10C - Positive Pressure Fire Tests of Door Assemblies.

1.4 SUBMITTALS

A. General: Submit listed submittals in accordance with Conditions of the Contract and Division 1 Submittal Procedures Section.

B. Product Data: Manufacturer's data sheets for each product to be used including but not limited to the following.

- 1. Preparation instructions and recommendations.
- 2. Storage and handling requirements and recommendations.
- 3. Typical installation methods.
- 4. Factory finishing information.
- 5. Core and edge construction.
- 6. Trim for openings.

C. Shop Drawings: Submit shop drawings showing relationship with adjacent construction, layout, profiles, product components and accessories.

- 1. Indicate door type, frame, steel, core, material thickness, reinforcements, anchorages, exposed fasteners locations, glazed, paneled or louvered openings and hardware arrangement.

2. Indicate location, size, and hand of each door; elevation of each kind of door; construction details not covered in product data.

**\*\* NOTE TO SPECIFIER \*\*** Delete if not required.

D. Verification Samples: Two representative units of each finish, texture and color.

E. Test Reports: Submit for doors, indicating compliance with referenced standards.

F. Operation and Maintenance Data: For each product installed including but not limited to methods for maintaining installed products and precautions against cleaning materials and methods detrimental to finishes and performance.

## 1.5 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section with a minimum 10 years documented experience whose products have been in satisfactory use in similar service for not less than 10 years.

B. Source Limitations: Obtain each type of fiberglass door through one source from a single manufacturer.

**\*\* NOTE TO SPECIFIER \*\*** Delete option for fire rated doors if not required.

C. Fire-Rated Doors: Provide doors that are listed and labeled by Warnock Hersey, for 20 minute fire-protection rating.

**\*\* NOTE TO SPECIFIER \*\*** Retain either or both of the options in the following paragraph. Verify local code requirements before deleting either option.

1. Testing: NFPA 252.
2. Testing: UL Standard 10C.
3. Testing: As scheduled and indicated on Drawings.

D. Regulatory Requirements for Labeled Door and Frame Construction: Where noted or required, provide Warnock Hersey Inc. (WHI) labels (Intertek Services) with appropriate fire resistance ratings for class of opening indicated. Construction details and hardware applications authorized by testing or certification laboratories shall take precedence over project details or specifications.

**\*\* NOTE TO SPECIFIER \*\*** Include mock-up if the project size or quality warrant the expense. The following is one example of how a mock-up on might be specified. When deciding on the extent of the mock-up, consider all the major different types of work on the project.

## 1.6 PRE-INSTALLATION CONFERENCE

A. Convene a conference approximately two weeks before scheduled commencement of the Work of this Section.

1. Attendees shall include Architect, Contractor and trades involved.
2. Agenda shall include verification of project requirements, substrate conditions, manufacturer's installation instructions, manufacturer's warranty requirements, schedule, responsibilities, critical path items and approvals.

B. Coordinate field measurements and fabrication schedule with construction progress to avoid construction delays.

## 1.7 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.

B. Store and handle in strict compliance with manufacturer's written instructions and recommendations.

1. Store materials protected from construction operations and exposure to harmful weather conditions, at humidity and temperature conditions recommended by manufacturer
2. Package doors on pallets and protect with cardboard top and bottom, corner protectors, banding, and shrink wrap.
3. Protect at corners to prevent damage or marring of finish.
4. Leave product wrapped or otherwise protected and under clean, dry storage conditions until required.
5. Store doors and frames in an upright position under cover on building site on wood sills or on floors in a manner that will prevent rust and damage.
6. Avoid creating a humidity chamber by using a plastic or canvas shelter and not venting the area covered.

## 1.8 PROJECT CONDITIONS

A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's recommended limits.

## 1.9 WARRANTY

A. Manufacturer's Warranty: Submit manufacturer's standard limited warranty that products will be free of manufacturing defects in materials or workmanship:

1. Doors: 25 years.
2. Doors Limited lifetime warranty.
3. Glass Vision Panels: 10 years.

## PART 2 PRODUCTS

### 2.1 MANUFACTURERS

A. Acceptable Manufacturer: Taylor Entrance Systems, Inc. or approved equal.

B. Substitutions: present substitutions to architect for approval 10 days prior to bid due date.

C. Requests for substitutions will be considered in accordance with provisions of Section 01 60 00 - Product Requirements.

### 2.2 FIBERGLASS DOORS (TIMBERGRAIN)

A. Construction:

1. Door Skins: High impact compression molded fiberglass reinforced material.
2. Top Rails: Composite material.
3. Bottom Rails: Composite material, accommodating a range of door sweeps.
4. Door Sweeps: Manufacturer's standard fiberglass pound on finned sweep.
5. Stiles: No lock block required.
  - a. Materials: Hardwood capped laminated strand lumber (LSL).
  - b. Width: 4 inches (102 mm), both sides of door.
6. Cores: 100 percent CFC-free polyurethane insulation.
7. Door Lites:
  - a. High impact compression molded fiberglass reinforced material.
  - b. Screw together with plugs to cover screws on inside of door.
8. Glazing Lites: Insulating glass.
9. Glazing Lites: As scheduled and indicated on Drawings.
10. Adjustable Hinge Plates: Installed into hinge edge of door.

C. Basis of Design: Timbergrain Collection Oak Grain Series \*\* NOTE  
Eight panel style, 80 inches (2032 mm) height.

1. Doors:

1. Doors: Panel style and height as scheduled and indicated on Drawings.
2. Sidelites: As scheduled and indicated on Drawings.

D. Basis of Design: Timbergrain Collection Grain

1. Doors: Panel style and height as scheduled and indicated on Drawings.
2. Sidelites: As scheduled and indicated on Drawings.

C. Construction: Manufacturer's standard water-resistant Hydrosshield technology to protect against water infiltration on all six sides.

1. Door Skins: High impact compression molded fiberglass reinforced material.
2. Top Rails: Composite material.
3. Bottom Rails: Composite material, accommodating a range of door sweeps.
4. Door Sweeps: Manufacturer's standard fiberglass pound on finned sweep.
5. Stiles: Composite material, full-length of door.
6. Extended Lockblocks: Accommodates minimum of 20 inches (508 mm) of lockblock.
7. Cores: 100 percent CFC-free polyurethane insulation.
8. Reinforcement: Doors 96 inches (2438 mm) tall with metal beam on lock side of door.
9. Surface Texture: Woodgrain.
10. Surface Texture: Smooth skin.
11. Surface Texture: As scheduled and indicated on Drawings.
12. Sidelites: As scheduled and indicated on Drawings.

## PART 3 EXECUTION

### 3.1 EXAMINATION AND PREPARATION

A. Prepare substrates using the methods recommended by the manufacturer for achieving best result for the substrates under project conditions.

B. Do not proceed with installation until substrates have been prepared using the methods recommended by the manufacturer and deviations from manufacturer's recommended tolerances are corrected. Commencement of installation constitutes acceptance of conditions.

C. If substrate preparation is the responsibility of another installer, notify Architect in writing of deviations from manufacturer's recommended installation tolerances and conditions.

D. Verify that installed frames comply with indicated requirements for type, size, location, and swing characteristics and have been installed with plumb jambs and level heads.

### 3.2 INSTALLATION

- A. Install in accordance with manufacturer's instructions and approved submittals.
1. Install door frames level, plumb, true, and in proper relationship with adjacent materials.
  2. Use concealed shims where necessary for alignment.
  3. Hardware: Refer to Division 8 section for hardware.

### 3.3 TESTING AND ADJUSTING

A. Factory Finished Doors:

1. Replace doors that are damaged or do not comply with requirements.
2. Repair or refinish doors if work complies with requirements and shows no evidence of repair or refinishing.

B. Adjust hinge sets, locksets and other hardware as recommended by manufacturer. Rehang or replace doors that do not swing or operate freely.

C. Lubricate using a manufacturer recommended lubricant compatible with door and frame coatings.

### 3.4 CLEANING AND PROTECTION

A. Clean installed products in accordance with manufacturer's recommendations prior to Substantial Completion.

B. Remove temporary coverings and protection of adjacent work areas. Remove construction debris from project site and legally dispose of debris.

C. Touch-up, repair or replace damaged products before Substantial Completion.

D. Protection: Protect installed product and finish surfaces from damage during construction.

END OF SECTION

**SECTION 08550****WOOD WINDOWS****PART 1 GENERAL****1.01 SUBMITTALS**

- A. See Section 01300 - Administrative Requirements, for submittal procedures.
- B. Product Data: Show component dimensions.
- C. Shop Drawings: Indicate opening dimensions, framed opening tolerances, and installation requirements.
- D. Submit two samples 6 x 6 inches in size illustrating window frame section and factory finished surfaces.
- E. Manufacturer's Certificate: Certify that products furnished meet or exceed specified requirements.

**1.02 QUALITY ASSURANCE****1.03 DELIVERY, STORAGE, AND PROTECTION**

- A. Protect factory finished surfaces with wrapping. Do not use adhesive papers or sprayed coatings that bond when exposed to sunlight or weather.

**1.04 WARRANTY**

- A. See Section 01780 - Closeout Submittals, for additional warranty requirements.
- B. Provide ten year manufacturer warranty for insulated glass units from seal failure, interpane dusting or misting, and replacement of same.
- C. Warranty: Include coverage for:
  - 1. Degradation of color finish.
  - 2. Delamination or separation of finish cladding from window member.

**PART 2 PRODUCTS****2.01 MANUFACTURERS**

- A. Pella Corp.; Product ProLine.
- B. Other Acceptable Manufacturers:
  - 1. Hurd Millwork Company, Inc.
  - 2. Substitutions: See Section 01600 - Product Requirements.

**2.02 WINDOW COMPONENTS**

- A. Windows: Wood frame and sash, factory fabricated and assembled.
  - 1. Performance Requirements: AAMA/NWWDA 101/I.S.2 C30
  - 2. Exterior Surfaces: Metal clad,, color as selected.
  - 3. Interior Surfaces: Unfinished, for opaque finish specified in Section 09900.
  - 4. Factory glazed; dry glazing method.
- B. Frames: 5-7/8 inch wide x 1 inch deep profile; flush solid wood glass stops of screw fastened type, sloped for wash.
- C. Insect Screen Frame: Rolled aluminum frame of rectangular sections; fit with adjustable hardware; nominal size similar to operable glazed unit.
- D. Insect Screens: Woven copper mesh; 14/18 mesh size.



- E. Operable Sash Weatherstripping: Wool pile; permanently resilient, profiled to effect weather seal.
- F. Fasteners: Stainless steel.
- G. Accessories: Provide all related flashings, and anchorage and attachment devices.

## **2.03 MATERIALS**

- A. Wood: Clear pine, clear preservative treated in accordance with WDMA NWWDA I.S.4 using treatment type suitable for transparent or opaque finish.
- B. Metal Cladding: Formed aluminum, factory finished, factory fit to profile of wood members.
- C. Glass and Glazing Materials: As specified in Section 08800 of Types described below:
  - 1. Glass in Exterior Lights: Type \_\_\_\_\_.

## **2.04 HARDWARE**

- A. Sash lock: Lever handle with cam lock.
- B. Operator: Geared rotary handle fitted to projecting sash arms with limit stops; baked enamel finish.
- C. Projecting Sash Arms: Cadmium plated steel, friction pivot joints with nylon bearings, removable pivot clips for cleaning.

## **2.05 FABRICATION**

- A. Fabricate frame and sash members with mortise and tenon joints. Glue and steel pin joints to hairline fit, weather tight.
- B. Provide weather stop flange at entire perimeter of unit.
- C. Fabricate components with minimum clearances and shim spacing around perimeter of assembly, yet allowing installation and dynamic movement of perimeter seal.
- D. Arrange fasteners to be concealed from view.
- E. Provide internal drainage of glazing spaces to exterior through weep holes.
- F. Assemble insect screen frame, miter and reinforce frame corners. Fit mesh taut into frame and secure. Fit frame with four spring loaded steel pin retainers.
- G. Double weatherstrip operable units.

## **PART 3 EXECUTION**

### **3.01 INSTALLATION**

- A. Install in accordance with manufacturer's instructions.
- B. Attach window frame and shims to perimeter opening to accommodate construction tolerances and other irregularities.
- C. Align window plumb and level, free of warp or twist. Maintain dimensional tolerances and alignment with adjacent work.
- D. Provide thermal isolation where components penetrate or disrupt building insulation. Pack fibrous insulation in shim spaces at perimeter of assembly to maintain continuity of thermal barrier.
- E. Install operating hardware.
- F. Install glass in accordance with Section 08800.

### **3.02 ADJUSTING**

- A. Adjust hardware for smooth operation and secure weathertight closure.

### **3.03 CLEANING**

- A. Remove protective material from factory finished surfaces.
- B. Wash surfaces by method recommended and acceptable to sealant and window manufacturer; rinse and wipe surfaces clean.

**END OF SECTION**

## **SECTION 08710**

### **DOOR HARDWARE**

#### **PART 1 GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Hardware for hollow steel and aluminum doors.
- B. Lock cylinders for doors for which hardware is specified in other sections.

##### **1.02 REFERENCES**

- A. ANSI/ICC A117.1 - American National Standard for Accessible and Usable Buildings and Facilities; International Code Council; 1998.
- B. BHMA A156.1 - American National Standard for Butts and Hinges; Builders Hardware Manufacturers Association, Inc.; 2000 (ANSI/BHMA A156.1).
- C. BHMA A156.2 - American National Standard for Bored and Preassembled Locks & Latches; Builders Hardware Manufacturers Association; 2003 (ANSI/BHMA A156.2).
- D. BHMA A156.3 - American National Standard for Exit Devices; Builders Hardware Manufacturers Association; 2001 (ANSI/BHMA A156.3).
- E. BHMA A156.4 - American National Standard for Door Controls - Closers; Builders Hardware Manufacturers Association, Inc.; 2000 (ANSI/BHMA A156.4).

##### **1.03 SUBMITTALS**

- A. See Section 01300 - Administrative Requirements, for submittal procedures.

##### **1.04 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years of documented experience.

##### **1.05 COORDINATION**

- A. Coordinate the work with other directly affected sections involving manufacture or fabrication of internal reinforcement for door hardware.

#### **PART 2 PRODUCTS**

##### **2.01 SUPPLIERS**

- A. Contractor to re-use existing locks and provide new locks for new doors...
- B. Contractor to provide new door closers ..
- C. Substitutions: See Section 01600 - Product Requirements.

##### **2.02 MANUFACTURERS**

- A. Hinges: \_\_\_\_\_
  - 1. Bommer Industries, Inc: [www.bommer.com](http://www.bommer.com).
  - 2. Hager Companies: [www.hagerhinge.com](http://www.hagerhinge.com).
- B. Lock and Latch Sets: some owner supplied.
  - 1. Best Access Systems: [www.bestlock.com](http://www.bestlock.com).
- C. Push/Pulls: \_\_\_\_\_
  - 1. Hager Companies: [www.hagerhinge.com](http://www.hagerhinge.com).
  - 2. Hiawatha, Inc: [www.hiawathainc.com](http://www.hiawathainc.com).

- 3. Triangle Brass Manufacturing Co., Inc: [www.trimcobbw.com](http://www.trimcobbw.com).
- D. Cylindrical Locks:
  - 1. Best Access Systems: [www.bestlock.com](http://www.bestlock.com).
- E. Mortise Locks: \_\_\_\_\_
  - 1. Best Access Systems: [www.bestlock.com](http://www.bestlock.com).
- F. Exit Devices: none
- G. Closers: \_\_\_\_\_
  - 1. DORMA Group North America: [www.dorma-usa.com](http://www.dorma-usa.com).
  - 2. LCN: [www.lcnclosers.com](http://www.lcnclosers.com).
  - 3. Yale-Corbin U.S.: [www.yalesecurity.com](http://www.yalesecurity.com).
- I. Gasketing: \_\_\_\_\_
  - 1. National Guard Products, Inc: [www.ngpinc.com](http://www.ngpinc.com).
  - 2. Pemko Manufacturing Co: [www.pemko.com](http://www.pemko.com).
  - 3. Zero International, Inc: [www.zerointernational.com](http://www.zerointernational.com).
- J. Protection Plates: \_\_\_\_\_
  - 1. Hager Companies: [www.hagerhinge.com](http://www.hagerhinge.com).

## **2.03 GENERAL REQUIREMENTS FOR DOOR HARDWARE PRODUCTS**

- A. Finishes: to be determined

## **2.04 KEYING**

- A. Door Locks: Grand master keyed.
- B. Supply keys in the following quantities:
  - 1. 10 master keys.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that doors and frames are ready to receive work and dimensions are as indicated on shop drawings.

### **3.02 INSTALLATION**

- A. Install hardware in accordance with manufacturer's instructions and applicable codes.
- B. Use templates provided by hardware item manufacturer.
- C. Mounting heights for hardware from finished floor to center line of hardware item: As listed in Schedule, unless otherwise noted:

### **3.03 ADJUSTING**

- A. Adjust work under provisions of Section 01700.
- B. Adjust hardware for smooth operation.

### **3.04 PROTECTION OF FINISHED WORK**

- A. Protect finished Work under provisions of Section 01700.
- B. Do not permit adjacent work to damage hardware or finish.

**END OF SECTION**

**SECTION 08800****GLAZING****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Glass.
- B. Glazing compounds and accessories.

**1.02 SUBMITTALS**

- A. See Section 01300 - Administrative Requirements, for submittal procedures.
- B. Samples: Submit two samples 12 x 12 inch in size of glass units.

**1.03 QUALITY ASSURANCE**

- A. Perform Work in accordance with GANA Glazing Manual and FGMA Sealant Manual for glazing installation methods.

**1.04 ENVIRONMENTAL REQUIREMENTS**

- A. Do not install glazing when ambient temperature is less than 50 degrees F.

**1.05 WARRANTY**

- A. See Section 01780 - Closeout Submittals, for additional warranty requirements.
- B. Provide a five (5) year warranty to include coverage for sealed glass units from seal failure, interpane dusting or misting, and replacement of same.

**PART 2 PRODUCTS****2.01 FLAT GLASS MATERIALS**

- A. Manufacturers:
  - 1. Pilkington Building Products North America: [www.pilkington.com](http://www.pilkington.com).
  - 2. Visteon Glass Systems: [www.visteon.com/floatglass](http://www.visteon.com/floatglass).
  - 3. Substitutions: Refer to Section 01600 - Product Requirements.
- B. Clear Float Glass (Type G2): Clear, fully tempered.
  - 1. Comply with ASTM C 1048, Condition A uncoated, Type 1 transparent flat, Class 1, Quality q3 glazing select.
  - 2. 5 mm minimum thick.

**2.02 SEALED INSULATING GLASS MATERIALS**

- A. Manufacturers:
  - 1. Guardian Industries Corporation: [www.guardian.com](http://www.guardian.com).
  - 2. Interpane Glass Company: [www.interpane.com](http://www.interpane.com).
  - 3. Viracon, Apogee Enterprises, Inc: [www.viracon.com](http://www.viracon.com).
  - 4. Substitutions: Refer to Section 01600 - Product Requirements.
- B. Insulated Glass Units (Type G3): Double pane with glass to elastomer edge seal.
  - 1. Outer pane of G1 glass, inner pane of G1 glass.
  - 2. Comply with ASTM E 774 and E 773, Class CBA.
  - 3. Purge interpane space with dry hermetic air.
  - 4. Total unit thickness of 5/8 inch minimum.
- C. Edge Seal Construction: Aluminum, bent and soldered corners.

**2.03 GLAZING COMPOUNDS**

- A. Butyl Sealant: Single component; Shore A hardness of 10 to 20; black color; non-skinning.
- B. Silicone Sealant: Single component; chemical curing; capable of water immersion without loss of properties; non-bleeding, non-staining; ASTM C 920, Type S, Grade NS, Class 25, Uses M, A, and G; cured Shore A hardness of 15 to 25; color as selected.

**2.04 GLAZING ACCESSORIES**

- A. Setting Blocks: Neoprene, 80 to 90 Shore A durometer hardness, ASTM C 864 Option I. Length of 0.1 inch for each square foot of glazing or minimum 4 inch x width of glazing rabbet space minus 1/16 inch x height to suit glazing method and pane weight and area.
- B. Spacer Shims: Neoprene, 50 to 60 Shore A durometer hardness, ASTM C 864 Option I. Minimum 3 inch long x one half the height of the glazing stop x thickness to suit application, self adhesive on one face.
- C. Glazing Tape: Preformed butyl compound with integral resilient tube spacing device; 10 to 15 Shore A durometer hardness; coiled on release paper; \_\_\_\_x\_\_\_\_ inch size; black color.
- D. Glazing Gaskets: Resilient silicone extruded shape to suit glazing channel retaining slot; ASTM C 864 Option I; black color.
- E. Glazing Clips: Manufacturer's standard type.

**PART 3 EXECUTION****3.01 EXAMINATION**

- A. Verify that openings for glazing are correctly sized and within tolerance.

**3.02 PREPARATION**

- A. Clean contact surfaces with solvent and wipe dry.

**3.03 INSTALLATION - EXTERIOR DRY METHOD (TAPE AND GASKET SPLINE GLAZING)**

- A. Cut glazing tape to length; install on glazing pane. Seal corners by butting tape and sealing junctions with butyl sealant.
- B. Place setting blocks at 1/4 points with edge block no more than 6 inches from corners.
- C. Rest glazing on setting blocks and push against fixed stop with sufficient pressure to attain full contact.
- D. Install removable stops without displacing glazing spline. Exert pressure for full continuous contact.
- E. Trim protruding tape edge.

**END OF SECTION**

**SECTION 08830****MIRRORS****PART 1 GENERAL****1.01 QUALITY ASSURANCE**

- A. Perform Work in accordance with GANA Glazing Manual for glazing installation methods.

**1.02 ENVIRONMENTAL REQUIREMENTS**

- A. Do not install mirrors when ambient temperature is less than 50 degrees F.

**PART 2 PRODUCTS****2.01 MANUFACTURERS**

- A. Mirrors:
  - 1. Binswanger Mirror/ACI Distribution: [www.binswangermirror.com](http://www.binswangermirror.com).
  - 2. Lenoir Mirror Co: [www.lenormirror.com](http://www.lenormirror.com).
  - 3. Substitutions: See Section 01600 - Product Requirements.

**2.02 MATERIALS**

- A. Mirror Glass: ASTM C 1036, Type 1 transparent flat, Class 1 clear, Quality Q1 (mirror select); 6 mm minimum thick.
  - 1. Sizes noted on Drawings.

**2.03 GLAZING ACCESSORIES**

- A. Mirror Attachment Accessories: Stainless steel J-profile channels.
- B. Mirror Adhesive: Chemically compatible with mirror coating and wall substrate.

**PART 3 EXECUTION****3.01 PREPARATION**

- A. Clean contact surfaces with solvent and wipe dry.

**3.02 INSTALLATION - GENERAL**

- A. Install mirrors in accordance with NAMM recommendations.
- B. Set mirrors plumb and level, free of optical distortion.
- C. Set mirrors with edge clearance free of surrounding construction including countertops or backsplashes.
- D. Frameless Mirrors: Set mirrors with adhesive, applied in accordance with adhesive manufacturer's instructions. Provide continuous channel support at bottom of mirrors. Anchor channels rigidly to wall construction.

**END OF SECTION**

**SECTION 09260****GYPSUM BOARD ASSEMBLIES****PART 1 GENERAL****1.1 SECTION INCLUDES**

- A. Gypsum sheathing.
- B. Gypsum wallboard.
- C. Joint treatment and accessories.

**1.2 REGULATORY REQUIREMENTS**

- A. Conform to applicable code for fire rated assemblies as indicated on drawings.

**PART 2 PRODUCTS****2.1 MANUFACTURERS**

- A. Gypsum Board:
  - 1. G-P Gypsum Corporation: [www.gp.com](http://www.gp.com).
  - 2. National Gypsum Company: [www.nationalgypsum.com](http://www.nationalgypsum.com).
  - 3. USG Corporation: [www.usg.com](http://www.usg.com).
  - 4. Substitutions: See Section 01600 - Product Requirements.

**2.2 METAL FRAMING MATERIALS**

- A. Non-Loadbearing Framing System Components: ASTM C 645; galvanized sheet steel, of size and properties necessary to comply with ASTM C 754 for the spacing indicated, with maximum deflection of wall framing of L/240 at 5 psf.
  - 1. Furring: Hat-shaped sections, minimum depth of 7/8 inch.
- B. Ceiling Hangers: Type and size as specified in ASTM C 754 for spacing required.

**2.3 GYPSUM BOARD MATERIALS**

- A. Type X: Fire resistant, UL rated.
  - 1. Application: Where required for fire-rated assemblies, unless otherwise indicated.
  - 2. Thickness: 5/8 inch.
  - 3. Edges: Tapered.

**2.4 ACCESSORIES**

- A. Acoustic Sealant: Non-hardening, non-skinning, for use in conjunction with gypsum board.
- B. Corner Beads: metal spline with paper trim.
- C. Edge Trim: L bead, as defined in ASTM C 840.
- D. Joint Materials: ASTM C 475 and as recommended by gypsum board manufacturer for project conditions.
  - 1. Ready-mixed vinyl-based joint compound.
  - 2. Powder-type vinyl-based joint compound.
- E. Anchorage to Substrate: Tie wire, nails, screws, and other metal supports, of type and size to suit application; to rigidly secure materials in place.
- F. Adhesive for Attachment to Wood: ASTM C 557.

**PART 3 EXECUTION****3.1 EXAMINATION**



- A. Verify that project conditions are appropriate for work of this section to commence.

### **3.2 FRAMING INSTALLATION**

- A. Suspended Ceilings and Soffits: Space framing and furring members as indicated.
1. Level ceiling system to a tolerance of 1/600.
  2. Laterally brace entire suspension system.
- B. Openings: Reinforce openings as required for weight of doors or operable panels, using not less than double studs at jambs.
- C. Standard Wall Furring: Install at concrete walls scheduled to receive gypsum board, not more than 4 inches from floor and ceiling lines and abutting walls. Secure in place on alternate channel flanges at maximum 16 inches on center.
1. Orientation: Horizontal.
  2. Spacing: At 16 inches on center.
- D. Furring for Fire Ratings: Install as required for fire resistance ratings indicated and to GA-600 requirements.

### **3.3 GYPSUM BOARD INSTALLATION**

- A. Comply with ASTM C 840 and manufacturer's instructions. Install to minimize butt end joints, especially in highly visible locations.
- B. Single-Layer Fire-Rated: Install gypsum board vertically, with edges and ends occurring over firm bearing.
- C. Double-Layer Non-Rated: Use gypsum board for first layer, placed perpendicular to framing or furring members, with ends and edges occurring over firm bearing. Use glass mat faced gypsum board at exterior walls and at other locations as indicated. Place second layer perpendicular to framing or furring members. Offset joints of second layer from joints of first layer.
- E. Installation on Wood Framing: For rated assemblies, comply with requirements of listing authority. For non-rated assemblies, install as follows:
1. Single-Layer Applications: Adhesive application.

### **3.4 INSTALLATION OF TRIM AND ACCESSORIES**

- A. Control Joints: Place control joints consistent with lines of building spaces and as indicated.
1. Not more than 30 feet apart on walls and ceilings over 50 feet long.
- B. Corner Beads: Install at external corners, using longest practical lengths.
- C. Edge Trim: Install at locations where gypsum board abuts dissimilar materials and as indicated.

### **3.5 JOINT TREATMENT**

- A. Finish all gypsum board in accordance with ASTM C 840 Level 4.
- B. Tape, fill, and sand exposed joints, edges, and corners to produce smooth surface ready to receive finishes.
1. Feather coats of joint compound so that camber is maximum 1/32 inch.
- C. Fire-Rated Gypsum Board: Fill joints of gypsum board above suspended ceilings in fire-rated partitions.
- D. Finish the interior of the elevator shaft with fire rated taping material to produce a smooth surface ready to be painted.

### **3.6 TOLERANCES**

- A. Maximum Variation of Finished Gypsum Board Surface from True Flatness: in general 1/8 inch in 10 feet in any direction, in lift shaft 1/16 inch in 10 feet..

**SECTION 09900****PAINTS AND COATINGS****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Surface preparation.
- B. Field application of paints.
- C. Painting materials and methods for conduit identification specified in Section 16075.
- D. See Schedule - Surfaces to be Finished, at end of Section.

**1.02 REFERENCES**

- A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency; current edition.
- B. ASTM D 16 - Standard Terminology for Paint, Related Coatings, Materials, and Applications; 2003.
- C. ASTM D 4442 - Standard Test Methods for Direct Moisture Content Measurement of Wood and Wood-Base Materials; 1992 (Reapproved 2003).

**1.03 SUBMITTALS**

- A. See Section 01300 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on all finishing products, including VOC content.
- C. Samples: Submit two paper chip samples, 3"x2" inch in size illustrating range of colors and textures available for each surface finishing product scheduled.

**1.04 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with minimum three years documented experience.

**1.05 REGULATORY REQUIREMENTS**

- A. Conform to applicable code for flame and smoke rating requirements for products and finishes.

**1.06 ENVIRONMENTAL REQUIREMENTS**

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
- B. Do not apply exterior coatings during rain or snow, or when relative humidity is outside the humidity ranges required by the paint product manufacturer.
- C. Minimum Application Temperatures for Latex Paints: 45 degrees F for interiors; 50 degrees F for exterior; unless required otherwise by manufacturer's instructions.
- D. Provide lighting level of 80 ft candles measured mid-height at substrate surface.

**PART 2 PRODUCTS****2.01 MANUFACTURERS**

- A. Paints:
  - 1. Benjamin Moore & Co: [www.benjaminmoore.com](http://www.benjaminmoore.com).
  - 2. PPG Architectural Finishes, Inc: [www.ppgaf.com](http://www.ppgaf.com).
  - 3. Sherwin Williams, Inc.

- B. Substitutions: See Section 01600 - Product Requirements.

## **2.02 PAINTS AND COATINGS - GENERAL**

- A. Paints and Coatings: Ready mixed, except field-catalyzed coatings. Prepare pigments:
1. To a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating.
  2. For good flow and brushing properties.
  3. Capable of drying or curing free of streaks or sags.
- B. Volatile Organic Compound (VOC) Content:
1. Provide coatings that comply with the most stringent requirements specified in the following:
    - a. 40 CFR 59, Subpart D--National Volatile Organic Compound Emission Standards for Architectural Coatings.
  2. Determination of VOC Content: Testing and calculation in accordance with 40 CFR 59, Subpart D (EPA Method 24), exclusive of colorants added to a tint base and water added at project site; or other method acceptable to authorities having jurisdiction.
- C. Chemical Content: The following compounds are prohibited:
1. Aromatic Compounds: In excess of 1.0 percent by weight of total aromatic compounds (hydrocarbon compounds containing one or more benzene rings).
  2. Acrolein, acrylonitrile, antimony, benzene, butyl benzyl phthalate, cadmium, di (2-ethylhexyl) phthalate, di-n-butyl phthalate, di-n-octyl phthalate, 1,2-dichlorobenzene, diethyl phthalate, dimethyl phthalate, ethylbenzene, formaldehyde, hexavalent chromium, isophorone, lead, mercury, methyl ethyl ketone, methyl isobutyl ketone, methylene chloride, naphthalene, toluene (methylbenzene), 1,1,1-trichloroethane, vinyl chloride.

## **2.03 PAINT SYSTEMS - INTERIOR**

- A. Paint WE-OP-3A - Wood, Opaque, Alkyd, 3 Coat:
1. One coat of alkyd primer sealer.
  2. Semi-gloss: Two coats of alkyd enamel.
- B. Paint CE-OP-2A - Masonry/Concrete, Opaque, Alkyd, 2 Coat:
1. One coat of block filler.
  2. Flat: One coat of alkyd enamel.
- C. Paint ME-OP-3A - Ferrous Metals, Primed, Latex, 2 Coat:
1. Touch-up with rust-inhibitive primer recommended by top coat manufacturer.
  2. Semi-gloss: Two coats of latex enamel.
- C. Paint ME-OP-3B - Galvanized Metals, Latex, 3 Coat:
1. One coat galvanized primer.
  2. Semi-gloss: Two coats of latex enamel.

## **2.04 ACCESSORY MATERIALS**

- A. Accessory Materials: Linseed oil, shellac, turpentine, paint thinners and other materials not specifically indicated but required to achieve the finishes specified; commercial quality.
- B. Patching Material: Latex filler.
- C. Fastener Head Cover Material: Latex filler.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that surfaces are ready to receive Work as instructed by the product manufacturer.
- B. Examine surfaces scheduled to be finished prior to commencement of work. Report any

condition that may potentially affect proper application.

- C. Test shop-applied primer for compatibility with subsequent cover materials.

### **3.02 PREPARATION**

- A. Surface Appurtenances: Remove or mask electrical plates, hardware, light fixture trim, escutcheons, and fittings prior to preparing surfaces or finishing.
- B. Surfaces: Correct defects and clean surfaces which affect work of this section. Remove or repair existing coatings that exhibit surface defects.
- C. Marks: Seal with shellac those which may bleed through surface finishes.
- D. Impervious Surfaces: Remove mildew by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- E. Concrete and Unit Masonry Surfaces to be Painted: Remove dirt, loose mortar, scale, salt or alkali powder, and other foreign matter. Remove oil and grease with a solution of tri-sodium phosphate; rinse well and allow to dry. Remove stains caused by weathering of corroding metals with a solution of sodium metasilicate after thoroughly wetting with water. Allow to dry.
- F. Uncoated Steel and Iron Surfaces to be Painted: Remove grease, mill scale, weld splatter, dirt, and rust. Where heavy coatings of scale are evident, remove by hand wire brushing or sandblasting; clean by washing with solvent. Apply a treatment of phosphoric acid solution, ensuring weld joints, bolts, and nuts are similarly cleaned. Prime paint entire surface; spot prime after repairs.
- G. Exterior Wood to Receive Opaque Finish: Remove dust, grit, and foreign matter. Seal knots, pitch streaks, and sappy sections. Fill nail holes with tinted exterior calking compound after prime coat has been applied. Back prime concealed surfaces before installation.

### **3.03 APPLICATION**

- A. Apply products in accordance with manufacturer's instructions.
- B. Where adjacent sealant is to be painted, do not apply finish coats until sealant is applied.
- C. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- D. Apply each coat to uniform appearance. Apply each coat of paint slightly darker than preceding coat unless otherwise approved.
- E. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.

### **3.04 FIELD QUALITY CONTROL**

- A. See Section 01400 - Quality Requirements, for general requirements for field inspection.

### **3.05 CLEANING**

- A. Collect waste material which may constitute a fire hazard, place in closed metal containers, and remove daily from site.

### **3.06 SCHEDULE - SURFACES TO BE FINISHED**

- A. Do Not Paint or Finish the Following Items:
  - 1. Items fully factory-finished unless specifically noted.
  - 2. Fire rating labels, equipment serial number and capacity labels.
- B. Paint the surfaces described below under Schedule - Paint Systems.
- C. Mechanical and Electrical: Use paint systems defined for the substrates to be finished.
  - 1. Paint all insulated and exposed pipes occurring in finished areas to match background

- surfaces, unless otherwise indicated.
2. Paint shop-primed items occurring in finished areas.
  3. Paint interior surfaces of air ducts and convectors and baseboard heating cabinets that are visible through grilles and louvers with one coat of flat black paint to visible surfaces.
  4. Paint dampers exposed behind louvers, grilles, and convectors and baseboard cabinets to

match face panels.

### **3.07 SCHEDULE - PAINT SYSTEMS**

- A. Wood: Finish all surfaces exposed to view.
  1. Trim, Baseboard, etc match existing color scheme and gloss..
- C. Steel, Railings, medallions, and frames: Finish all surfaces exposed to view; match existing color scheme.

### **3.08 SCHEDULE - COLORS: to be selected. For the purpose of your bid three specialty mixed colors will be required.**

**END OF SECTION**

## **SECTION 10800**

### **TOILET AND WASHROOM ACCESSORIES**

#### **PART 1 GENERAL**

##### **1.01 RELATED SECTIONS**

- A. Section 06100 - Rough Carpentry: Concealed supports for accessories, including in wall framing and plates.
- B. Section 08830 - Mirrors: Other mirrors.

##### **1.02 REFERENCES**

- A. ASTM A 666 - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar; 2000.
- B. ASTM B 456 - Standard Specification for Electrodeposited Coatings of Copper Plus Nickel Plus Chromium and Nickel Plus Chromium; 1995.
- C. ASTM C 1036 - Standard Specification for Flat Glass; 2001.
- D. GSA CID A-A-3002 - Mirrors, Glass; U.S. General Services Administration; 1996.

##### **1.03 SUBMITTALS**

- A. See Section 01300 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on accessories describing size, finish, details of function, attachment methods.

##### **1.04 COORDINATION**

- A. Coordinate the work with the placement of internal wall reinforcement and reinforcement of toilet partitions to receive anchor attachments.

#### **PART 2 PRODUCTS**

##### **2.01 MANUFACTURERS**

- A. Toilet Accessories:
  - 1. American Specialties, Inc: [www.americanspecialties.com](http://www.americanspecialties.com).
  - 2. Bradley Corporation: [www.bradleycorp.com](http://www.bradleycorp.com).
  - 3. Substitutions: approved equal, see section 1600.
- B. All items of each type to be made by the same manufacturer.

##### **2.02 MATERIALS**

- A. Accessories - General: Shop assembled, free of dents and scratches and packaged complete with anchors and fittings, steel anchor plates, adapters, and anchor components for installation.
  - 1. Grind welded joints smooth.
  - 2. Fabricate units made of metal sheet of seamless sheets, with flat surfaces.
- B. Stainless Steel Sheet: ASTM A 666, Type 304.
- C. Mirror Glass: Float glass, ASTM C 1036 Type I, Class 1, Quality Q2, with silvering, copper coating, and suitable protective organic coating to copper backing in accordance with GSA CID A-A-3002.
- D. Fasteners, Screws, and Bolts: Hot dip galvanized, tamper-proof, security type.
- E. Expansion Shields: Fiber, lead, or rubber as recommended by accessory manufacturer for component and substrate.

### **2.03 FINISHES**

- A. Stainless Steel: No.8 mirror polished finish.
- B. Chrome/Nickel Plating: ASTM B 456, SC 2, satin finish, unless otherwise noted.
- C. Baked Enamel: Pretreat to clean condition, apply one coat primer and minimum two coats epoxy baked enamel.
- D. Back paint components where contact is made with building finishes to prevent electrolysis.

### **2.04 TOILET ROOM ACCESSORIES**

- A. Toilet Paper Dispenser: Single roll, semi recessed, chrome-plated zinc alloy brackets.
- B. Double prong coat hook and crutch clips.
- C. Grab Bars, stainless steel, knurled finish 24" and 36", ADA compliant, 1 1/2" diameter with concealed fasteners.
- D. Paper Towel Dispenser

## **PART 3 EXECUTION**

### **3.01 PREPARATION**

- A. Deliver inserts and rough-in frames to site for timely installation.

### **3.02 INSTALLATION**

- A. Install accessories in accordance with manufacturers' instructions.
- B. Install plumb and level, securely and rigidly anchored to substrate.
- C. Mounting Heights and Locations: As required by accessibility regulations and as indicated on drawings

**END OF SECTION**

## SECTION 15145

## PLUMBING PIPING

## PART 1 GENERAL

## 1.1 SECTION INCLUDES

- A. Pipe, pipe fittings, valves, and connections for piping systems.
  - 1. Sanitary sewer.
  - 2. Domestic water.

## 1.2 RELATED SECTIONS

- A. Section 02515 - Disinfection of Water Distribution System.
- B. Section 07840 - Firestopping.
- C. Section 09900 - Paints and Coatings.
- D. Section 15075 - Mechanical Identification.
- E. Section 15082 - Piping Insulation.
- F. Section 16155 - Equipment Wiring: Electrical characteristics and wiring connections.

## 1.3 REFERENCES

- A. ANSI Z21.22 - American National Standard for Relief Valves and Automatic Gas Shutoff Devices for Hot Water Supply Systems.
- B. ASME B16.1 - Cast Iron Pipe Flanges and Flanged Fittings; The American Society of Mechanical Engineers.
- C. ASME B16.3 - Malleable Iron Threaded Fittings; The American Society of Mechanical Engineers.
- D. ASME B16.18 - Cast Copper Alloy Solder Joint Pressure Fittings; The American Society of Mechanical Engineers (ANSI B16.18).
- E. ASME B16.22 - Wrought Copper and Copper Alloy Solder Joint Pressure Fittings; The American Society of Mechanical Engineers.
- F. ASME B16.29 - Wrought Copper and Wrought Copper Alloy Solder Joint Drainage Fittings - DWV; The American Society of Mechanical Engineers.
- G. ASME B31.2 - Fuel Gas Piping; The American Society of Mechanical Engineers.
- H. ASME B31.9 - Building Services Piping; The American Society of Mechanical Engineers (ANSI/ASME B31.9).
- I. ASME (BPV IV) - Boiler and Pressure Vessel Code, Section IV - Rules for Construction of Heating Boilers; The American Society of Mechanical Engineers.
- J. ASTM A 74 - Standard Specification for Cast Iron Soil Pipe and Fittings.
- K. ASTM A 234/A 234M - Standard Specification for Piping Fittings of Wrought Carbon Steel and Alloy Steel for Moderate and High Temperature Service.
- L. ASTM B 32 - Standard Specification for Solder Metal.
- M. ASTM B 68 - Standard Specification for Seamless Copper Tube, Bright Annealed.
- N. ASTM B 75 - Standard Specification for Seamless Copper Tube.
- O. ASTM B 88 - Standard Specification for Seamless Copper Water Tube.



- P. ASTM B 306 - Standard Specification for Copper Drainage Tube (DWV).
- Q. ASTM C 564 - Standard Specification for Rubber Gaskets for Cast Iron Soil Pipe and Fittings.
- R. ASTM D 2241 - Standard Specification for Poly (Vinyl Chloride) (PVC) Pressure-Rated Pipe (SDR Series).
- S. ASTM D 2447 - Standard Specification for Polyethylene (PE) Plastic Pipe, Schedules 40 and 80, Based on Outside Diameter.
- T. ASTM D 2466 - Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 40.
- U. ASTM D 2513 - Standard Specification for Thermoplastic Gas Pressure Pipe, Tubing, and Fittings.
- V. ASTM D 2564 - Standard Specification for Solvent Cements for Poly(Vinyl Chloride) (PVC) Plastic Piping Systems.
- W. ASTM D 2609 - Standard Specification for Plastic Insert Fittings for Polyethylene (PE) Plastic Pipe.
- X. ASTM D 2665 - Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Drain, Waste, and Vent Pipe and Fittings.
- Y. ASTM D 2729 - Standard Specification for Poly(Vinyl Chloride) (PVC) Sewer Pipe and Fittings.
- Z. ASTM D 2855 - Standard Practice for Making Solvent-Cemented Joints with Poly(Vinyl Chloride) (PVC) Pipe and Fittings.
- AA. ASTM D 3034 - Standard Specification for Type PSM Poly(Vinyl Chloride) (PVC) Sewer Pipe and Fittings.
- AB. AWS A5.8 - Specification for Filler Metals for Brazing and Braze Welding; American Welding Society.
- AC. MSS SP-58 - Pipe Hangers and Supports - Materials, Design and Manufacture; Manufacturers Standardization Society of the Valve and Fittings Industry, Inc..
- AD. MSS SP-69 - Pipe Hangers and Supports - Selection and Application; Manufacturers Standardization Society of the Valve and Fittings Industry, Inc..
- AE. MSS SP-80 - Bronze Gate, Globe, Angle and Check Valves; Manufacturers Standardization Society of the Valve and Fittings Industry, Inc..

#### 1.4 SUBMITTALS

- A. See Section 01300 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on pipe materials, pipe fittings, valves, and accessories. Provide manufacturers catalog information. Indicate valve data and ratings.

#### 1.5 QUALITY ASSURANCE

- A. Perform Work in accordance with State of New York, standards.
  - 1. Maintain one copy on project site.
- B. Valves: Manufacturer's name and pressure rating marked on valve body.

#### 1.6 REGULATORY REQUIREMENTS

- A. Perform Work in accordance with State of New York plumbing code.
- B. Conform to applicable code for installation of backflow prevention devices.

- C. Provide certificate of compliance from authority having jurisdiction indicating approval of installation of backflow prevention devices.

#### 1.7 DELIVERY, STORAGE, AND PROTECTION

- A. Accept valves on site in shipping containers with labeling in place. Inspect for damage.
- B. Provide temporary protective coating on cast iron and steel valves.
- C. Provide temporary end caps and closures on piping and fittings. Maintain in place until installation.
- D. Protect piping systems from entry of foreign materials by temporary covers, completing sections of the work, and isolating parts of completed system.

### PART 2 PRODUCTS

#### 2.1 WATER PIPING, ABOVE GRADE

- A. Copper Tube: ASTM B 88 (ASTM B 88M), Type L (B), Drawn (H).
  - 1. Fittings: ASME B16.18, cast copper alloy or ASME B16.22, wrought copper and bronze.
  - 2. Joints: ASTM B 32, alloy Sn95 solder.

#### 2.2 PIPE HANGERS AND SUPPORTS

- A. Plumbing Piping - Drain, Waste, and Vent:
  - 1. Conform to ASME B31.9.
  - 2. Hangers for Pipe Sizes 1/2 Inch to 1-1/2 Inches: Malleable iron, adjustable swivel, split ring.
  - 3. Hangers for Pipe Sizes 2 Inches and Over: Carbon steel, adjustable, clevis.
  - 4. Multiple or Trapeze Hangers: Steel channels with welded spacers and hanger rods.
  - 5. Vertical Support: Steel riser clamp.
  - 6. Copper Pipe Support: Carbon steel ring, adjustable, copper plated.
- B. Plumbing Piping - Water:
  - 1. Conform to ASME B31.9.
  - 2. Hangers for Pipe Sizes 1/2 Inch to 1-1/2 Inches: Malleable iron, adjustable swivel, split ring.

#### 2.3 BALL VALVES

- A. Manufacturers:
  - 1. Nibco, Inc: [www.nibco.com](http://www.nibco.com).
  - 2. Milwaukee Valve Company: [www.milwaukeevalve.com](http://www.milwaukeevalve.com).
  - 3. Substitutions: See Section 01600 - Product Requirements.

#### 2.4 FLOW CONTROLS

- A. Manufacturers:
  - 1. Griswold Controls: [www.griswoldcontrols.com](http://www.griswoldcontrols.com).
  - 2. Taco, Inc: [www.taco-hvac.com](http://www.taco-hvac.com).
  - 3. Substitutions: See Section 01600 - Product Requirements.
- B. Construction: Class 125, Brass or bronze body with union on inlet and outlet, temperature and pressure test plug on inlet and outlet, blowdown/backflush drain.
- C. Calibration: Control flow within 5 percent of selected rating, over operating pressure range of 10 times minimum pressure required for control, maximum minimum pressure 3.5 psi psi.

#### 2.5 SWING CHECK VALVES

- A. Manufacturers:
  - 1. Nibco, Inc: [www.nibco.com](http://www.nibco.com).

2. Milwaukee Valve Company: [www.milwaukeevalve.com](http://www.milwaukeevalve.com).
3. Substitutions: See Section 01600 - Product Requirements.

B. Up to 2 Inches:

1. MSS SP-80, Class 125, bronze body and cap, bronze swing disc with rubber seat, solder ends.

### PART 3 EXECUTION

#### 3.1 EXAMINATION

- A. Verify that excavations are to required grade, dry, and not over-excavated.

#### 3.2 PREPARATION

- A. Ream pipe and tube ends. Remove burrs. Bevel plain end ferrous pipe.
- B. Remove scale and dirt, on inside and outside, before assembly.
- C. Prepare piping connections to equipment with flanges or unions.

#### 3.3 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Provide clearance in hangers and from structure and other equipment for installation of insulation and access to valves and fittings. Refer to Section 15082.
- C. Provide support for utility meters in accordance with requirements of utility companies.
- D. Excavate in accordance with Section 02315.
- E. Backfill in accordance with Section 02316.
- F. PVC Pipe: Make solvent-welded joints in accordance with ASTM D 2855.
- G. Sleeve pipes passing through partitions, walls and floors.
- H. Pipe Hangers and Supports:
1. Install in accordance with ASME B31.9.
  2. Support horizontal piping as scheduled.
  3. Install hangers to provide minimum 1/2 inch space between finished covering and adjacent work.

#### 3.4 APPLICATION

- A. Use grooved mechanical couplings and fasteners only in accessible locations.
- B. Install gate valves for shut-off and to isolate equipment, part of systems, or vertical risers.
- C. Install globe valves for throttling, bypass, or manual flow control services.
- D. Provide plug valves in natural gas systems for shut-off service.

#### 3.5 ERECTION TOLERANCES

- A. Drainage Piping: Establish invert elevations within 1/2 inch vertically of location indicated and slope to drain at minimum of 1/4 inch per foot slope.
- B. Water Piping: Slope at minimum of 1/32 inch per foot and arrange to drain at low points.

#### 3.6 DISINFECTION OF DOMESTIC WATER PIPING SYSTEM

- A. Disinfect water distribution system in accordance with Section 02515.
- B. Prior to starting work, verify system is complete, flushed and clean.

### 3.7 SCHEDULES

- A. Pipe Hanger Spacing:
  - 1. Metal Piping:
    - a. Pipe size: 1/2 inches to 1-1/4 inches:
    - b. Pipe size: 2-1/2 inches to 3 inches:
    - c. Pipe size: 4 inches to 6 inches:
  - 2. Plastic Piping:
    - a. All Sizes:
      - 1) Maximum hanger spacing: 6 ft.
      - 2) Hanger rod diameter: 3/8 inch.

END OF SECTION

## SECTION 15410

## PLUMBING FIXTURES

## PART 1 GENERAL

## 1.1 SECTION INCLUDES

- A. Sinks.

## 1.2 RELATED SECTIONS

- A. Section 01100 - Summary: Product requirements for re-use of fixtures including kitchen sinks.
- B. Section 06410 - Counter tops: Preparation of counters for sinks; lavatory tops.
- C. Section 07900 - Joint Sealers: Seal fixtures to walls and floors.
- D. Section 15145 - Plumbing Piping.
- E. Section 15430 - Plumbing Equipment.

## 1.3 REFERENCES

- A. ANSI Z124.1 - American National Standard for Plastic Bathtub Units.
- B. ASME A112.18.1 - Plumbing Fixture Fittings; The American Society of Mechanical Engineers.
- C. ASME A112.19.3 - Stainless Steel Plumbing Fixtures (Designed for Residential Use); The American Society of Mechanical Engineers.
- D. ASME A112.19.5 - Trim for Water-Closet Bowls, Tanks and Urinals; The American Society of Mechanical Engineers.

## 1.4 REGULATORY REQUIREMENTS

## 1.5 DELIVERY, STORAGE, AND PROTECTION

- A. Protect installed fixtures from damage by securing areas and by leaving factory packaging in place to protect fixtures and prevent use.

## PART 2 PRODUCTS

## 2.1 SINKS

- A. Manufacturers: re-use existing sink and faucet.
  - 1. Substitutions: See Section 01600 - Product Requirements.

END OF SECTION

## SECTION 16060

## GROUNDING AND BONDING

## PART 1 GENERAL

## 1.1 SECTION INCLUDES

- A. Grounding and bonding components.
- B. Provide all components necessary to complete the grounding system(s) consisting of:
  - 1. Existing metal underground water pipe.
  - 2. Metal underground water pipe.
  - 3. Metal frame of the building.
  - 4. Rod electrodes.
  - 5. Plate electrodes.

## 1.2 RELATED SECTIONS

- A. Section 02590 - Site Grounding.
- B. Section 03200 - Concrete Reinforcement.
- C. Section 03300 - Cast-in-Place Concrete.

## 1.3 REFERENCES

- A. NETA STD ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems; International Electrical Testing Association.
- B. NFPA 70 - National Electrical Code; National Fire Protection Association.

## 1.4 PERFORMANCE REQUIREMENTS

- A. Grounding System Resistance: 5 ohms.

## 1.5 SUBMITTALS

- A. See Section 01300 - Administrative Requirements for submittals procedures.
- B. Product Data: Provide for grounding electrodes and connections.
- C. Test Reports: Indicate overall resistance to ground and resistance of each electrode.
- D. Project Record Documents: Record actual locations of components and grounding electrodes.
- E. Certificate of Compliance: Indicate approval of installation by authority having jurisdiction.

## 1.6 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.
- B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience with service facilities within 100 miles of Project.
- C. Products: Listed and classified by Underwriters Laboratories, Inc. as suitable for the purpose specified and indicated.

## PART 2 PRODUCTS

## 2.1 MANUFACTURERS

- A. Cooper Power Systems: [www.cooperpower.com](http://www.cooperpower.com).

- B. Substitutions: See Section 01600 - Product Requirements.

## 2.2 ELECTRODES

- A. Manufacturers:
  - 1. Cooper Power Systems: [www.cooperpower.com](http://www.cooperpower.com).
- B. Rod Electrodes: Copper.
  - 1. Diameter: 3/4 inch.
  - 2. Length: 5 feet.
- C. Active Electrodes: Metallic-salt-filled copper-tube electrode.
  - 1. Shape: Straight.
  - 2. Length: 8 feet.
  - 3. Connector: U-bolt pressure plate.

## 2.3 CONNECTORS AND ACCESSORIES

- A. Mechanical Connectors: Bronze.
- B. Wire: Stranded copper.
- C. Grounding Electrode Conductor: Size to meet NFPA 70 requirements.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Verify existing conditions prior to beginning work.
- B. Verify that final backfill and compaction has been completed before driving rod electrodes.

### 3.2 INSTALLATION

- A. Install ground electrodes at locations indicated. Install additional rod electrodes as required to achieve specified resistance to ground.
- B. Provide grounding electrode conductor and connect to reinforcing steel in foundation footing where indicated. Bond steel together.
- C. Provide bonding to meet requirements described in Quality Assurance.

### 3.3 FIELD QUALITY CONTROL

- A. Provide field inspection in accordance with Section 01400.
- B. Inspect and test in accordance with NETA STD ATS except Section 4.

END OF SECTION

## SECTION 16070

## HANGERS AND SUPPORTS

## PART 1 GENERAL

## 1.1 SECTION INCLUDES

- A. Conduit and equipment supports.
- B. Anchors and fasteners.

## 1.2 REFERENCES

- A. NECA 1 - Standard Practices for Good Workmanship in Electrical Contracting; National Electrical Contractors Association.
- B. NFPA 70 - National Electrical Code; National Fire Protection Association.

## 1.3 SUBMITTALS

- A. See Section 01300 - Administrative Requirements, for submittal procedures.

## 1.4 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.

## PART 2 PRODUCTS

## 2.1 MANUFACTURERS

- A. Thomas & Betts Corporation: [www.tnb.com](http://www.tnb.com).
- B. Threaded Rod Company: [www.threadedrod.com](http://www.threadedrod.com).

## 2.2 MATERIALS

- A. Hangers, Supports, Anchors, and Fasteners - General: Corrosion-resistant materials of size and type adequate to carry the loads of equipment and conduit, including weight of wire in conduit.
- B. Supports: Fabricated of structural steel or formed steel members; galvanized.
- C. Anchors and Fasteners:
  - 1. Do not use powder-actuated anchors.
  - 2. Concrete Surfaces: Use self-drilling anchors or expansion anchors.
  - 3. Hollow Masonry, Plaster, and Gypsum Board Partitions: Use toggle bolts or hollow wall fasteners.
  - 4. Solid Masonry Walls: Use expansion anchors or preset inserts.
  - 5. Sheet Metal: Use sheet metal screws.
  - 6. Wood Elements: Use wood screws.

## PART 3 EXECUTION

## 3.1 INSTALLATION

- A. Install hangers and supports as required to adequately and securely support electrical system components, in a neat and workmanlike manner, as specified in NECA 1.
  - 1. Do not fasten supports to pipes, ducts, mechanical equipment, or conduit.
- B. Rigidly weld support members or use hexagon-head bolts to present neat appearance with adequate strength and rigidity. Use spring lock washers under all nuts.
- C. Install surface-mounted cabinets and panelboards with minimum of four anchors.



- D. In wet and damp locations use steel channel supports to stand cabinets and panelboards 1 inch off wall.
- E. Use sheet metal channel to bridge studs above and below cabinets and panelboards recessed in hollow partitions.

END OF SECTION

## SECTION 16075

## ELECTRICAL IDENTIFICATION

## PART 1 GENERAL

## 1.1 SECTION INCLUDES

- A. Nameplates and labels.
- B. Wire and cable markers.
- C. Conduit markers.
- D. Field-painted identification of conduit.

## 1.2 RELATED SECTIONS

- A. Section 09900 - Paints and Coatings.

## 1.3 REFERENCES

- A. NFPA 70 - National Electrical Code; National Fire Protection Association.

## 1.4 SUBMITTALS

- A. See Section 01300 - Administrative Requirements for submittals procedures.

## 1.5 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.

## PART 2 PRODUCTS

## 2.1 MANUFACTURERS

- A. Brady Corporation: [www.bradycorp.com](http://www.bradycorp.com).
- B. Seton Identification Products: [www.seton.com/aec](http://www.seton.com/aec).

## 2.2 NAMEPLATES AND LABELS

- A. Nameplates: Engraved three-layer laminated plastic, black letters on white background.
- B. Locations:
  - 1. Each electrical distribution and control equipment enclosure.
- C. Letter Size:
  - 1. Use 1/8 inch letters for identifying individual equipment and loads.
  - 2. Use 1/4 inch letters for identifying grouped equipment and loads.

## 2.3 CONDUIT MARKERS

- A. Location: Furnish markers for each conduit longer than 6 feet.
- B. Spacing: 20 feet on center.

## 2.4 UNDERGROUND WARNING TAPE

- A. Description: 4 inch wide plastic tape, detectable type colored red with suitable warning legend describing buried electrical lines.

## PART 3 EXECUTION

## 3.1 PREPARATION

- A. Degrease and clean surfaces to receive nameplates and labels.

### 3.2 INSTALLATION

- A. Install nameplates and labels parallel to equipment lines.
- B. Secure nameplates to equipment front using screws.
- C. Secure nameplates to inside surface of door on panelboard that is recessed in finished locations.
- D. Identify underground conduits using underground warning tape. Install one tape per trench at 3 inches below finished grade.

END OF SECTION

## SECTION 16095

## MINOR ELECTRICAL DEMOLITION

## PART 1 GENERAL

## 1.1 SECTION INCLUDES

- A. Electrical demolition.

## 1.2 RELATED SECTIONS

- A. Section 01700 - Execution Requirements: Additional requirements for alterations work.

## PART 2 PRODUCTS

## 2.1 MATERIALS AND EQUIPMENT

- A. Materials and equipment for patching and extending work: As specified in individual sections.

## PART 3 EXECUTION

## 3.1 EXAMINATION

- A. Verify that abandoned wiring and equipment serve only abandoned facilities.
- B. Beginning of demolition means installer accepts existing conditions.

## 3.2 PREPARATION

- A. Disconnect electrical systems in walls, floors, and ceilings to be removed.
- B. Coordinate utility service outages with utility company.
- C. Provide temporary wiring and connections to maintain existing systems in service during construction. When work must be performed on energized equipment or circuits, use personnel experienced in such operations.
- D. Existing Electrical Service: Maintain existing system in service until new system is complete and ready for service. Disable system only to make switchovers and connections. Minimize outage duration.

## 3.3 DEMOLITION AND EXTENSION OF EXISTING ELECTRICAL WORK

- A. Remove, relocate, and extend existing installations to accommodate new construction.
- B. Remove abandoned wiring to source of supply.
- C. Remove exposed abandoned conduit, including abandoned conduit above accessible ceiling finishes. Cut conduit flush with walls and floors, and patch surfaces.
- D. Disconnect abandoned outlets and remove devices. Remove abandoned outlets if conduit servicing them is abandoned and removed. Provide blank cover for abandoned outlets which are not removed.
- E. Repair adjacent construction and finishes damaged during demolition and extension work.
- F. Maintain access to existing electrical installations which remain active. Modify installation or provide access panel as appropriate.

END OF SECTION

**SECTION 16123****BUILDING WIRE AND CABLE****PART 1 GENERAL****PART 2 PRODUCTS****2.01 WIRING REQUIREMENTS**

- A. Concealed Dry Interior Locations: Use only nonmetallic-sheathed cable or armored cable.
- B. Exposed Dry Interior Locations: Use only nonmetallic-sheathed cable, armored cable, or metal clad cable.
- C. Wet or Damp Interior Locations: Use only direct burial cable or nonmetallic-sheathed cable in water-proof conduit.
- D. Exterior Locations: Use only direct burial cable, service-entrance cable, armored cable with jacket, or metal clad cable.
- E. Underground Installations: Use only direct burial cable or service-entrance cable (Type USE).
- F. Use solid conductor for feeders and branch circuits 10 AWG and smaller.
- G. Use conductor not smaller than 12 AWG for power and lighting circuits.
- H. Use 10 AWG conductors for 20 ampere, 120 volt branch circuits longer than 75 feet.
- I. Use 10 AWG conductors for 20 ampere, 277 volt branch circuits longer than 200 feet.
- J. Conductor sizes are based on copper.
- K. Flat wire for under carpet installation

**2.02 NONMETALLIC-SHEATHED CABLE**

- A. Description: NFPA 70, Type NMC.
- B. Conductor: Copper.
  - 1. For Sizes Smaller Than 4 AWG: Copper.
  - 2. For Sizes 4 AWG Through 2 AWG: Copper.
- C. Insulation Voltage Rating: 600 volts.

**2.06 METAL CLAD CABLE**

- A. Description: NFPA 70, Type MC.
- B. Conductor: Copper.
  - 1. For Sizes Smaller Than 4 AWG: Copper.
  - 2. For Sizes 4 AWG and Larger: Copper.
- C. Insulation Voltage Rating: 600 volts.
- D. Insulation Temperature Rating: 60 degrees C.
- E. Insulation Material: Thermoplastic.
- F. Armor Material: Steel.
- G. Armor Design: Interlocked metal tape.
- H. Jacket: PVC; use in moist, damp, or wet locations.

**PART 3 EXECUTION**

## SECTION 16131

## CONDUIT

## PART 1 GENERAL

## 1.1 SECTION INCLUDES

- A. Conduit, fittings and conduit bodies.

## 1.2 RELATED SECTIONS

- A. Section 02582 - Underground Electrical Ducts and Manholes.
- B. Section 07840 - Firestopping.
- C. Section 16060 - Grounding and Bonding.
- D. Section 16070 - Hangers and Supports.
- E. Section 16075 - Electrical Identification.
- F. Section 16138 - Boxes.

## 1.3 REFERENCES

- A. ANSI C80.1 - American National Standard Specification for Rigid Steel Conduit -- Zinc Coated.
- B. ANSI C80.3 - American National Standard Specification for Electrical Metallic Tubing -- Zinc Coated.
- C. ANSI C80.5 - American National Standard Specification for Rigid Aluminum Conduit.
- D. NECA 1 - Standard Practices for Good Workmanship in Electrical Contracting; National Electrical Contractors Association.
- E. NECA 101 - Standard for Installing Steel Conduit (Rigid, IMC, EMT); National Electrical Contractors Association.
- F. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable; National Electrical Manufacturers Association.
- G. NEMA RN 1 - Polyvinyl Chloride (PVC) Externally Coated Galvanized Rigid Steel Conduit and Intermediate Metal Conduit; National Electrical Manufacturers Association.
- H. NEMA TC 2 - Electrical Polyvinyl Chloride (PVC) Tubing and Conduit; National Electrical Manufacturers Association.
- I. NEMA TC 3 - PVC Fittings for Use with Rigid PVC Conduit and Tubing; National Electrical Manufacturers Association.
- J. NFPA 70 - National Electrical Code; National Fire Protection Association.

## 1.4 SUBMITTALS

- A. See Section 01300 - Administrative Requirements for submittals procedures.
- B. Product Data: Provide for metallic conduit, flexible metal conduit, liquidtight flexible metal conduit, metallic tubing, nonmetallic conduit, flexible nonmetallic conduit, nonmetallic tubing, fittings, and conduit bodies.

## 1.5 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.
- B. Products: Listed and classified by Underwriters Laboratories, Inc. as suitable for purpose

specified and shown.

## 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Accept conduit on site. Inspect for damage.
- B. Protect conduit from corrosion and entrance of debris by storing above grade. Provide appropriate covering.
- C. Protect PVC conduit from sunlight.

## PART 2 PRODUCTS

### 2.1 CONDUIT REQUIREMENTS

- A. Conduit Size: Comply with NFPA 70.
  - 1. Minimum Size: 1/2 inch unless otherwise specified.
- B. Outdoor Locations Above Grade: Use rigid steel conduit, rigid aluminum conduit, intermediate metal conduit, or electrical metallic tubing.
- C. Wet and Damp Locations: Use rigid steel conduit, rigid aluminum conduit, intermediate metal conduit, electrical metallic tubing, thickwall nonmetallic conduit, or nonmetallic tubing.

### 2.2 METAL CONDUIT

- A. Manufacturers:
  - 1. Allied Tube & Conduit: [www.alliedtube.com](http://www.alliedtube.com).
  - 2. Beck Manufacturing, Inc: [www.beckmfg.com](http://www.beckmfg.com).
  - 3. Wheatland Tube Company: [www.wheatland.com/wtchp.htm](http://www.wheatland.com/wtchp.htm).
  - 4. Substitutions: See Section 01600 - Product Requirements.
- B. Rigid Steel Conduit: ANSI C80.1.
- C. Rigid Aluminum Conduit: ANSI C80.5.
- D. Intermediate Metal Conduit (IMC): Rigid steel.
- E. Fittings and Conduit Bodies: NEMA FB 1; material to match conduit.

### 2.3 PVC COATED METAL CONDUIT

- A. Manufacturers:
  - 1. Allied Tube & Conduit: [www.alliedtube.com](http://www.alliedtube.com).
  - 2. Thomas & Betts Corporation: [www.tnb.com](http://www.tnb.com).
  - 3. Robroy Industries: [www.robroy.com](http://www.robroy.com).
  - 4. Substitutions: See Section 01600 - Product Requirements.

### 2.4 FLEXIBLE METAL CONDUIT

- A. Manufacturers:
  - 1. AFC Cable Systems, Inc: [www.afcweb.com](http://www.afcweb.com).
  - 2. Electri-Flex Company: [www.electriflex.com](http://www.electriflex.com).
  - 3. International Metal Hose: [www.metalhose.com](http://www.metalhose.com).
  - 4. Substitutions: See Section 01600 - Product Requirements.

### 2.5 ELECTRICAL METALLIC TUBING (EMT)

- A. Manufacturers:
  - 1. Allied Tube & Conduit: [www.alliedtube.com](http://www.alliedtube.com).
  - 2. Beck Manufacturing, Inc: [www.beckmfg.com](http://www.beckmfg.com).
  - 3. Wheatland Tube Company: [www.wheatland.com/wtchp.htm](http://www.wheatland.com/wtchp.htm).
- B. Description: ANSI C80.3; galvanized tubing.

- C. Fittings and Conduit Bodies: NEMA FB 1; steel or malleable iron compression type.

## 2.6 NONMETALLIC CONDUIT

- A. Manufacturers:
  - 1. AFC Cable Systems, Inc: [www.afcweb.com](http://www.afcweb.com).
  - 2. Electri-Flex Company: [www.electriflex.com](http://www.electriflex.com).
- B. Description: NEMA TC 2; Schedule 40 PVC.
- C. Fittings and Conduit Bodies: NEMA TC 3.

## 2.7 NONMETALLIC TUBING

- A. Description: NEMA TC 2.
- B. Fittings and Conduit Bodies: NEMA TC 3.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Verify that field measurements are as shown on drawings.

### 3.2 INSTALLATION

- A. Install conduit securely, in a neat and workmanlike manner, as specified in NECA 1.
- B. Install steel conduit as specified in NECA 101.
- C. Install nonmetallic conduit in accordance with manufacturer's instructions.
- D. Arrange supports to prevent misalignment during wiring installation.
- E. Support conduit using coated steel or malleable iron straps, lay-in adjustable hangers, clevis hangers, and split hangers.
- F. Group related conduits; support using conduit rack. Construct rack using steel channel; provide space on each for 25 percent additional conduits.
- G. Fasten conduit supports to building structure and surfaces under provisions of Section 16070.
- H. Do not support conduit with wire or perforated pipe straps. Remove wire used for temporary supports.
- I. Do not attach conduit to ceiling support wires.
- J. Arrange conduit to maintain headroom and present neat appearance.
- K. Route exposed conduit parallel and perpendicular to walls.
- L. Route conduit installed above accessible ceilings parallel and perpendicular to walls.
- M. Route conduit in and under slab from point-to-point.
- N. Maintain adequate clearance between conduit and piping.
- O. Cut conduit square using saw or pipecutter; de-burr cut ends.
- P. Bring conduit to shoulder of fittings; fasten securely.
- Q. Install no more than equivalent of three 90 degree bends between boxes. Use conduit bodies to make sharp changes in direction, as around beams. Use hydraulic one shot bender to fabricate bends in metal conduit larger than 2 inch size.
- R. Avoid moisture traps; provide junction box with drain fitting at low points in conduit system.



- S. Provide suitable fittings to accommodate expansion and deflection where conduit crosses seismic.
- T. Provide suitable pull string in each empty conduit except sleeves and nipples.
- U. Use suitable caps to protect installed conduit against entrance of dirt and moisture.
- V. Ground and bond conduit under provisions of Section 16060.
- W. Identify conduit under provisions of Section 16075.

END OF SECTION

**SECTION 16138****BOXES****PART 1 GENERAL****1.1 SECTION INCLUDES**

- A. Wall and ceiling outlet boxes.
- B. Pull and junction boxes.

**1.2 RELATED SECTIONS**

- A. Section 16139 - Cabinets and Enclosures.
- B. Section 16140 - Wiring Devices: Wall plates in finished areas.

**1.3 REFERENCES**

- A. NECA 1 - Standard Practices for Good Workmanship in Electrical Contracting; National Electrical Contractors Association; 2000.
- B. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable; National Electrical Manufacturers Association; 2003.
- C. NEMA OS 1 - Sheet Steel Outlet Boxes, Device Boxes, Covers, and Box Supports; National Electrical Manufacturers Association; 2003.
- D. NEMA OS 2 - Nonmetallic Outlet Boxes, Device Boxes, Covers and Box Supports; National Electrical Manufacturers Association; 2003.
- E. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum); National Electrical Manufacturers Association; 2003.
- F. NFPA 70 - National Electrical Code; National Fire Protection Association; 2005.

**1.4 SUBMITTALS**

- A. See Section 01300 - Administrative Requirements, for submittal procedures.
- B. Project Record Documents: Record actual locations and mounting heights of outlet, pull, and junction boxes on project record documents.

**1.5 QUALITY ASSURANCE**

- A. Conform to requirements of NFPA 70.
- B. Products: Provide products listed and classified by Underwriters Laboratories, Inc., as suitable for the purpose specified and indicated.

**PART 2 PRODUCTS****2.1 MANUFACTURERS**

- A. Appleton Electric; Model \_\_\_\_\_: [www.appletonelec.com](http://www.appletonelec.com).
- B. Arc-Co./Division of Arcade Technology; Model \_\_\_\_\_: [www.arc-co.com](http://www.arc-co.com).
- C. Substitutions: See Section 01600 - Product Requirements.

**2.2 OUTLET BOXES**

- A. Sheet Metal Outlet Boxes: NEMA OS 1, galvanized steel.
  - 1. Luminaire and Equipment Supporting Boxes: Rated for weight of equipment supported; include 1/2 inch male fixture studs where required.

- B. Wall Plates for Finished Areas: As specified in Section 16140.

## 2.3 PULL AND JUNCTION BOXES

- A. Sheet Metal Boxes: NEMA OS 1, galvanized steel.
- B. Hinged Enclosures: As specified in Section 16139.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Verify locations of floor boxes and outlets in offices and work areas prior to rough-in.

### 3.2 INSTALLATION

- A. Install boxes securely, in a neat and workmanlike manner, as specified in NECA 1.
- B. Install in locations as shown on Drawings, and as required for splices, taps, wire pulling, equipment connections, and as required by NFPA 70.
- C. Orient boxes to accommodate wiring devices oriented as specified in Section 16140.
- D. Maintain headroom and present neat mechanical appearance.
- E. Align adjacent wall mounted outlet boxes for switches, thermostats, and similar devices.
- F. Support boxes independently of conduit.
- G. Use gang box where more than one device is mounted together. Do not use sectional box.

### 3.3 ADJUSTING

- A. Adjust floor boxes flush with finish flooring material.
- B. Adjust flush-mounting outlets to make front flush with finished wall material.
- C. Install knockout closures in unused box openings.

### 3.4 CLEANING

- A. Clean interior of boxes to remove dust, debris, and other material.
- B. Clean exposed surfaces and restore finish.

END OF SECTION

## SECTION 16140

## WIRING DEVICES

## PART 1 GENERAL

## 1.1 SECTION INCLUDES

- A. Wall switches.
- B. Receptacles.
- C. Device plates and decorative box covers.

## 1.2 REFERENCES

- A. NECA 1 - Standard Practices for Good Workmanship in Electrical Contracting; National Electrical Contractors Association; 2000.
- B. NEMA WD 1 - General Color Requirements for Wiring Devices; National Electrical Manufacturers Association; 1999 (R 2005).
- C. NEMA WD 6 - Wiring Device -- Dimensional Requirements; National Electrical Manufacturers Association; 2002.
- D. NFPA 70 - National Electrical Code; National Fire Protection Association; 2005.

## 1.3 SUBMITTALS

- A. See Section 01300 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's catalog information showing dimensions, colors, and configurations.
- C. Manufacturer's Installation Instructions.

## 1.4 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.
- B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
- C. Products: Provide products listed and classified by Underwriters Laboratories, Inc. as suitable for the purpose specified and indicated.

## PART 2 PRODUCTS

## 2.1 MANUFACTURERS

- A. Cooper Wiring Devices; Model \_\_\_\_\_: [www.cooperwiringdevices.com](http://www.cooperwiringdevices.com).
- B. GE Industrial; Model \_\_\_\_\_: [www.geindustrial.com](http://www.geindustrial.com).
- C. Leviton Manufacturing, Inc; Model \_\_\_\_\_: [www.leviton.com](http://www.leviton.com).
- D. Substitutions: See Section 01600 - Product Requirements.

## 2.2 WALL SWITCHES

- A. Wall Switches: Heavy Duty, AC only general-use snap switch, complying with NEMA WD 6 and WD 1.
  - 1. Ratings:
    - a. Voltage: 120 volts, AC.
    - b. Current: 20 amperes.

- B. Switch Types: Single pole, double pole, and 3-way.

## 2.3 RECEPTACLES

- A. Receptacles: Heavy duty, complying with NEMA WD 6 and WD 1.
  - 1. Device Body: Ivory plastic.
  - 2. Configuration: NEMA WD 6, type as specified and indicated.
- B. Convenience Receptacles: Type 5 - 15.
- C. Duplex Convenience Receptacles.
- D. GFCI Receptacles: Convenience receptacle with integral ground fault circuit interrupter to meet regulatory requirements.

## 2.4 WALL PLATES

- A. Decorative Cover Plates: Ivory, Smooth stainless steel.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Verify that outlet boxes are installed at proper height.
- B. Verify that wall openings are neatly cut and will be completely covered by wall plates.
- C. Verify that branch circuit wiring installation is completed, tested, and ready for connection to wiring devices.

### 3.2 PREPARATION

- A. Provide extension rings to bring outlet boxes flush with finished surface.
- B. Clean debris from outlet boxes.

### 3.3 INSTALLATION

- A. Install securely, in a neat and workmanlike manner, as specified in NECA 1.
- B. Install devices plumb and level.
- C. Install switches with OFF position down.
- D. Install receptacles with grounding pole on top.
- E. Connect wiring device grounding terminal to outlet box with bonding jumper.
- F. Install decorative plates on switch, receptacle, and blank outlets in finished areas.
- G. Connect wiring devices by wrapping conductor around screw terminal.

### 3.4 FIELD QUALITY CONTROL

- A. Perform field inspection, testing, and adjusting in accordance with Section 01400.
- B. Inspect each wiring device for defects.
- C. Operate each wall switch with circuit energized and verify proper operation.
- D. Verify that each receptacle device is energized.
- E. Test each receptacle device for proper polarity.

### 3.5 ADJUSTING

- A. Adjust devices and wall plates to be flush and level.

### 3.6 CLEANING

- A. Clean exposed surfaces to remove splatters and restore finish.

END OF SECTION

## SECTION 16510

## INTERIOR LUMINAIRES

## PART 1 GENERAL

## 1.1 SECTION INCLUDES

- A. Interior luminaires and accessories.
- B. Emergency lighting units.
- C. Exit signs.
- D. Ballasts.
- E. Lamps.
- F. Luminaire accessories.

## 1.2 RELATED SECTIONS

## 1.3 REFERENCES

- A. ANSI C78.379 - American National Standard for Electric Lamps -- Reflector Lamps -- Classification of Beam Patterns; 1994 (R 2003).
- B. ANSI C82.1 - American National Standard for Lamp Ballast - Line Frequency Fluorescent Lamp Ballast; 2004.
- C. ANSI C82.4 - American National Standard for Ballasts for High-Intensity-Discharge and Low Pressure Sodium Lamps (Multiple-Supply Type); 2002.
- D. NECA/IESNA 500 - Recommended Practice for Installing Indoor Commercial Lighting Systems; National Electrical Contractors Association; 1998.
- E. NECA/IESNA 502 - Recommended Practice for Installing Industrial Lighting Systems; National Electrical Contractors Association; 1999.
- F. NEMA WD 6 - Wiring Devices - Dimensional Requirements; National Electrical Manufacturers Association; 2002.
- G. NFPA 70 - National Electrical Code; National Fire Protection Association; 2005.
- H. NFPA 101 - Code for Safety to Life from Fire in Buildings and Structures; National Fire Protection Association; 2006.

## 1.4 SUBMITTALS

- A. See Section 01300 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate dimensions and components for each luminaire that is not a standard product of the manufacturer.
- C. Product Data: Provide dimensions, ratings, and performance data.

## 1.5 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70 and NFPA 101.
- B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
- C. Products: Listed and classified by Underwriters Laboratories, Inc. as suitable for the purpose specified and indicated.

## PART 2 PRODUCTS

### 2.1 MANUFACTURERS

- A. American Scientific Lighting Corporation; Model \_\_\_\_\_: [www.asllighting.com](http://www.asllighting.com).
- B. Lightolier; Model \_\_\_\_\_: [www.lightolier.com](http://www.lightolier.com).
- C. Lithonia Lighting; Model \_\_\_\_\_: [www.lithonia.com](http://www.lithonia.com).
- D. Substitutions: See Section 01600 - Product Requirements.

### 2.2 LUMINAIRES

- A. Furnish products as indicated in Schedule included on the Drawings.
- B. Substitutions: See Section 01600 - Product Requirements.

### 2.3 EXIT SIGNS

- A. Manufacturers:
  - 1. Cooper Lighting; Model \_\_\_\_\_: [www.cooperlighting.com](http://www.cooperlighting.com).
  - 2. Lithonia Lighting; Model \_\_\_\_\_: [www.lithonia.com](http://www.lithonia.com).
  - 3. Mule Lighting, Inc; Model \_\_\_\_\_: [www.mulelighting.com](http://www.mulelighting.com).
  - 4. Substitutions: See Section 01600 - Product Requirements.

### 2.4 LAMPS

- A. Manufacturers:
  - 1. GE Lighting; Model \_\_\_\_\_: [www.gelighting.com](http://www.gelighting.com).
  - 2. Philips Lighting Co of NA; Model \_\_\_\_\_: [www.lighting.philips.com](http://www.lighting.philips.com).
- B. Lamp Types: As specified for each luminaire.
- C. Incandescent Lamps:
- D. Fluorescent Lamps:

## PART 3 EXECUTION

### 3.1 INSTALLATION

- A. Install fixtures securely, in a neat and workmanlike manner, as specified in NECA 500 (commercial lighting).
- B. Install accessories furnished with each luminaire.
- C. Connect luminaires and exit signs to branch circuit outlets provided under Section 16138 using flexible conduit.
- D. Make wiring connections to branch circuit using building wire with insulation suitable for temperature conditions within luminaire.
- E. Bond products and metal accessories to branch circuit equipment grounding conductor.
- F. Install specified lamps in each emergency lighting unit, exit sign, and luminaire.

### 3.2 FIELD QUALITY CONTROL

- A. Perform field inspection in accordance with Section 01400.
- B. Operate each luminaire after installation and connection. Inspect for proper connection and operation.

### 3.3 ADJUSTING



- A. Aim and adjust luminaires as indicated.

#### 3.4 CLEANING

- A. Clean electrical parts to remove conductive and deleterious materials.
- B. Remove dirt and debris from enclosures.
- C. Clean finishes and touch up damage.

#### 3.5 SCHEDULE - See Drawings

END OF SECTION

## SECTION 16520

## EXTERIOR LUMINAIRES

## PART 1 GENERAL

## 1.1 SECTION INCLUDES

- A. Exterior luminaires and accessories.
- B. Poles.

## 1.2 RELATED SECTIONS

- A. Section 03300 - Cast-in-Place Concrete: Foundations for poles.

## 1.3 REFERENCES

- A. ANSI C78.379 - American National Standard for Electric Lamps -- Reflector Lamps -- Classification of Beam Patterns; 1994 (R 2003).
- B. ANSI C82.1 - American National Standard for Lamp Ballast - Line Frequency Fluorescent Lamp Ballast; 2004.
- C. ANSI C82.4 - American National Standard for Ballasts for High-Intensity-Discharge and Low Pressure Sodium Lamps (Multiple-Supply Type); 2002.
- D. ANSI O5.1 - American National Standard for Wood Poles -- Specifications and Dimensions; 2002.
- E. IESNA RP-8 - American National Standard Practice for Roadway Lighting; Illuminating Engineering Society of North America; 2000 (ANSI/IES RP8).
- F. NECA/IESNA 501 - Recommended Practice for Installing Exterior Lighting Systems; 2000.
- G. NFPA 70 - National Electrical Code; National Fire Protection Association; 2005.

## 1.4 SUBMITTALS

- A. See Section 01300 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate dimensions and components for each luminaire which is not a standard product of the manufacturer.
- C. Product Data: Provide dimensions, ratings, and performance data.
- D. Test Reports: Indicate measured illumination levels.

## 1.5 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.
- B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
- C. Electrical Components: Listed and classified by Underwriters Laboratories, Inc. as suitable for the purpose specified and indicated.

## 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store and handle solid wood poles in accordance with ANSI O5.1.

## 1.7 COORDINATION

- A. Furnish bolt templates and pole mounting accessories to installer of pole foundations.

## PART 2 PRODUCTS

### 2.1 MANUFACTURERS

- A. American Scientific Lighting Corporation; Model \_\_\_\_\_: [www.asllighting.com](http://www.asllighting.com).
- B. GE Lighting; Model \_\_\_\_\_: [www.gelighting.com](http://www.gelighting.com).
- C. Thomas & Betts Corporation; Model \_\_\_\_\_: [www.tnb.com](http://www.tnb.com).
- D. Substitutions: See Section 01600 - Product Requirements.

### 2.2 LUMINAIRES

- A. Furnish products as indicated in Schedule included on the Drawings.

### 2.3 BALLASTS

- A. Fluorescent Ballasts: ANSI C82.1, high power factor type electromagnetic ballast, suitable for lamps specified.
  - 1. Provide low-temperature ballast suitable for lamps specified.
  - 2. Voltage: 120 volts.
  - 3. Certify fluorescent ballast design and construction by Certified Ballast Manufacturers, Inc.
  - 4. Product:
  - 5. Substitutions: See Section 01600 - Product Requirements.

### 2.4 POLES

- A. Manufacturers:
  - 1. Millerbernd Manufacturing; Model \_\_\_\_\_: [www.millerberndmfg.com](http://www.millerberndmfg.com).
  - 2. Shakespeare Composite Structures; Model \_\_\_\_\_: [www.skp-cs.com](http://www.skp-cs.com).
  - 3. USS Manufacturing Inc; Model \_\_\_\_\_: [www.ussmfg.com](http://www.ussmfg.com).
  - 4. Substitutions: See Section 01600 - Product Requirements.
- B. Poles: Steel with prime finish for field painting.
  - 1. Shape: Round.
  - 2. Base Diameter: 6 inches.
  - 3. Height: 12 feet.
  - 4. Accessories:
    - a. Handhole.
    - b. Anchor bolts.

## PART 3 EXECUTION

### 3.1 INSTALLATION

- A. Install fixtures securely, in a neat and workmanlike manner, as specified in NECA 501.
- B. Provide concrete bases for lighting poles at locations indicated, in accordance with Section 03300.
- C. Install poles plumb.
  - 1. Provide shims to adjust plumb.
  - 2. Grout around each base.
- D. Install lamps in each luminaire.
- E. Bond luminaires, metal accessories, and metal poles to branch circuit equipment grounding conductor. Provide supplementary grounding electrode at each pole.

### 3.2 FIELD QUALITY CONTROL

- A. Perform field inspection, testing, and adjusting in accordance with Section 01400.

- B. Operate each luminaire after installation and connection. Inspect for improper connections and operation.
- C. Measure illumination levels to verify conformance with performance requirements. Take measurements during night sky, without moon or with heavy overcast clouds effectively obscuring moon.

### 3.3 ADJUSTING

- A. Aim and adjust luminaires to provide illumination levels and distribution indicated on Drawings.

### 3.4 CLEANING

- A. Clean electrical parts to remove conductive and deleterious materials.
- B. Remove dirt and debris from enclosure.
- C. Clean photometric control surfaces as recommended by manufacturer.
- D. Clean finishes and touch up damage.

### 3.5 PROTECTION OF FINISHED WORK

- A. Relamp luminaires which have failed lamps at Substantial Completion.

### 3.6 SCHEDULE - See Drawings

END OF SECTION