

**BID PROPOSAL**

**FOR**

**RESTORATION OF  
YORKTOWN HEIGHTS RAILROAD STATION  
Commerce Street, Yorktown Heights**

**PIN 8780.26  
FEDERAL AID PROJECT**

**FOR**

**TOWN OF YORKTOWN  
363 Underhill Avenue  
Yorktown Heights, NY 10598**

April 2, 2018

**Walter Sedovic Architects dba WSA|ModernRuins**  
One Bridge Street, Suite One, Irvington, New York 10533-1543  
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**RESTORATION OF YORKTOWN HEIGHTS RAILROAD STATION  
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**ADVERTISEMENT FOR BIDS  
(LEGAL NOTICE)**

Sealed Bids for the furnishing of all labor and materials necessary for Restoration of the Yorktown Heights Railroad Station (PIN 8780.26) will be received by the office of the Town Clerk, Town of Yorktown at Town Hall, 363 Underhill Avenue, NY 10598 on or before 3:00PM on Monday August 27, 2018, at which time the bids will be opened and read aloud.

It is deemed the responsibility of all prospective bidders to ensure that bids are delivered to the location and office of the person indicated herein.

The Work of the project will be let in one contract. The information to Bidders, Specifications, and other Contract Documents for the Work will be available to Contractors to be obtained, and be reviewed after 10:00 AM on Thursday, July 26, 2018, at the Town of Yorktown Town Clerk's office, Town of Yorktown Town Hall, 363 Underhill Avenue, Yorktown Heights, NY 10598, Telephone (914) 962-5722 ext. 209, and at [www.yorktownny.org/rfps](http://www.yorktownny.org/rfps). Pursuant to the provisions of GML 102, persons desiring to take a copy may obtain them, upon payment in the amount of \$75.00 for each set, made payable by cash or certified check. All bidders shall obtain all addenda issued via email from the Town of Yorktown Town Clerk with return receipt requested. All bidders are responsible for checking the town website for the issuance of addenda.

A pre-bid meeting will be held at the project site in Railroad Park located on Commerce Street, Yorktown Heights on Wednesday, August 8, 2018 at 10:00am, at which time the contractors will be able to inspect the project site. Any inquiries regarding the contract plans and/or specifications must be directed, in writing, to Walter Sedovic Architects, One Bridge Street, Suite One, Irvington, NY 10533-1900; Telephone (914) 591-1900.

The funds available for this project (budget figure) cannot be exceeded. This budget figure shall be announced at the public bid opening just prior to opening the bids. The criteria on which the award will be based shall be as outlined in the Instructions to Bidders Section N: Alternative Bidding Method.

Bid Bond, certified check, or bank check in the amount of ten percent (10%) of the Bid, made payable to the Town of Yorktown, must accompany each bid in accordance with the Instructions to Bidders. One hundred percent (100%) Labor and Material Payment Bonds and a one hundred percent (100%) Performance Bond will be required of the successful bidders prior to signing the contract. The contract must be executed within ten (10) days after the issue date of the Notice of Award. The bidder must promptly notify the Town of Yorktown of any errors, omissions, conflicts, or ambiguity, in the contract documents. All work on the project shall be completed within 120 calendar days from notice to proceed.

This project is a Federal Aid project (PLAFAP). NYSDOT Standard Specifications Section 100 (May 1, 2018) must be followed.

All bids must be submitted in sealed envelopes plainly marked with "Restoration of Yorktown Heights Railroad Station – Bid for Construction" indicated on the front of the sealed envelope.

The bidder assumes the risk of any delay in the mail or in the handling of mail by the employees of the town of Yorktown. Whether sent by mail or means of personal delivery, the bidder assumes the responsibility for having bids in on time and in the place specified above.

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This project is subject to the provisions of Chapter 605, Laws of the State of New York of 1959, Section 103-A of the General Municipal Law, and subsequent amendments, and all Federal requirements. Attention of bidders is particularly called to the requirements as to minimum wage rates to be paid under the contract, equal employment opportunity, and all other federal, New York State and local requirements. While a 0% DBE goal is required for this project, contractors are encouraged to use DBE contractors if possible. Equal Employment Opportunity (EEO) Goals for this project have been set as follows: Women 6.9% of the labor hours; Minority 22.6% of the labor hours. The successful bidder will be required to furnish an EEO plan and reports showing participation of various business enterprises of subcontractors and suppliers on the contract. The successful bidder is required to use Equitable Business Opportunities (EBO) software. In addition, all contractors and subcontractors will be required to submit a NYS Vendor Responsibility Questionnaire For Profit Construction (CCA-2) online.

Contracts will be awarded by the Town of Yorktown which reserves the right to accept or reject any or all bids and to waive any minor informalities or technicality at their discretion, and to award contracts in a manner deemed to be in the best interests of the Town of Yorktown, even if such award is to other than the lowest bidder. No bidder may withdraw his bid within forty-five (45) days after the actual date of the opening thereof.

Bidders should take notice that due to the highly sensitive nature of the historic preservation work in this contract, bidders must have at least five (5) years experience working with historic structures, including work on similar contracts or structures. The bidder must include in its bid package a list of current and previously completed historic preservation contracts, including the name of the contract owner, a contact person, and telephone number, as noted on the Bidder Qualification Form for Restoration Work, so that references can be verified. The contract will be awarded to the lowest responsible bidder who meets the experience specifications.

Bidders are required to submit a completed SF-LLL Disclosure of Lobbying Activities form and execute and submit the non-collusion bidding certificate included in the bid proposal pursuant to Section 103-d of the General Municipal Law of the State of New York with bid. There are no residential or geographical restrictions on bidders.

Diana L. Quast, RMC  
Town of Yorktown Town Clerk  
Date of Publication: July 26, 2018

## **SCOPE OF WORK**

### Interior Restoration Work

Carefully remove section of wall at north elevation at location of original door. Salvage historic materials for reuse. Remove and dispose of non-historic materials. Remove and dispose of existing exterior baggage room door at east elevation. Remove and salvage casings for reuse. Close opening at removed door. Provide exterior and interior finishes to match historic. Provide new finished opening and new four-panel door at north elevation, including moldings, profiles, casings, hardware and finishes to exactly match existing historic doors as shown in the historic photographs included in the plan set. Proposed new entry door will be ADA accessible. Repair and replace existing windows where required. Clean, repair and reuse sash weights and hardware. Provide new where missing, to match existing. Provide new sash cord and full perimeter weather stripping at all operable windows, typical. Provide six cast support brackets for, three (3) new wall-hung benches to exactly match brackets at one (1) existing bench. Provide three (3) new wall-hung wood slat benches to match one (1) existing bench. Replace wall sills at foundation. Repair and replace floor framing. Carefully remove flooring and salvage for reuse at areas indicated in baggage room and waiting room. Remove earth fill to a depth of 6 inch minimum below bottom of all wood framing members. Remove and dispose of charred beaded wall and ceiling board, casings and trim. Remove and dispose of temporary flooring at fire location in ticket office. Remove earth fill to a depth of 6 inch minimum below bottom of all wood framing members. Replace missing and severely charred area of flooring in ticket office to match adjacent 8" wide floor boards. Replace missing and severely charred sections of beaded board walls, casings, trim, and ticket office partition and crown molding to match historic typical. Restore historic "station master" stove. Use restored historic stove as model for missing and damage elements. Provide stove pipe from stove to original flue location. Provide service sink in location of existing sink. Inspect and repair existing supply, waste and vent lines and connect new sink with fittings. Remove and dispose of restroom and water heater enclosure including all equipment, fixtures and finishes back to historic materials.

### Exterior Restoration Work

**All work** is designed and proposed to restore the building to historically accurate condition as shown in historical photographs of the station building included in the plan set. All work is proposed to comply with the standards set forth by the U.S. Secretary of the Interior for buildings listed in the National Register of Historic Places.

Reconstruct historic gable above waiting room entry, west elevation, and historic shed roof above waiting room entry, east elevation. Typical of three. Provide new copper downspout to match existing. Provide cast iron cleanout tee with bronze plug at base of leader. Typical of five. Provide wood gutter blocking, brackets, moldings and end caps, including gutter returns at corners. Provide new copper gutter liners, eave cladding and perimeter drop edge. Provide new square and beveled wood shingles in vertical sections of north and south roof gables, and in new west gable. Provide all new wood roof deck, restore historic configuration, omitting sections of roof deck at three corners of building at southwest and northwest to match historic photographs included in the plan set. Remove and dispose of brick chimney, footing to 1'-0" below grade, metal braces. Reconstruct chimney in original location, utilizing salvaged brick, with coursing and profile to match historic photographs. Provide copper step and counter flashing at chimney.

**INSTRUCTIONS TO BIDDERS**

Town of Yorktown  
363 Underhill Avenue  
Yorktown Heights, NY 10598  
Phone: (914) 962-5722

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

**A. PROJECT SITE:**

The site of the project is the existing Yorktown Heights Railroad Station, Commerce Street, Yorktown Heights, New York. There are no residential or geographical restriction on this project site. All work to be performed under this contract will be within the Town of Yorktown Railroad Park. The contractor is to assure himself that all work is being performed within the town property, including but not limited to vehicle access; storage of equipment, materials, debris and waste; and the installation of any fence or protective barrier. If contractor is unable to identify the limits of the town property when the contract calls for work in those vicinities, the contractor must contact the Town Engineer for definitive boundary determinations before any work may be initiated at those locations. Releases for any non-essential contract work outside of the town property, including plantings, landscaping or driveway enhancement, will be provided by the Town and in no instances are to be secured by the Contractor. The Contractor shall not invade upon private properties, lands or buildings outside of the town property for any reason without first securing written permission from the property owner. The Contractor will be held liable for any damages done. Any such injuries or damages shall be satisfactorily repaired or items replaced at the Contractor's expense.

**B. TIME SCHEDULE:**

It is the intent of the Owner to award the Contract for the Work on or about three weeks after receipt of bids. Work may be performed on the building and the site only upon written authorization from the Owner. Immediately upon such notification to proceed, contractors shall begin the Work of the contract. Work on the project shall be completed within 120 calendar days from Notice to Proceed.

**C. QUALIFICATIONS OF BIDDERS:**

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

Due to the highly sensitive nature of the historic preservation work in this contract, bidders must have at least 5 years experience working with historic structures, including work on similar contracts or structures. The bidder must include in its bid package a list of current and previously completed historic preservation contracts, including the name

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of the contract owner, a contact person, and telephone number, as noted on the Bidder Qualification Form for Restoration Work, so that references can be verified. The contract will be awarded to the lowest responsible bidder who meets the experience specifications. The bidder must provide this information and any additional information requested on the completed Bidder Qualification Form for Restoration Work found on page BQF-1 of this proposal. The contract will be awarded to the lowest responsible bidder who meets the experience specifications.

**D. DOCUMENTS:**

Bidders may obtain sets of Contract Document from the Owner at the address noted in the Advertisement for Bids upon payment in the amount of \$75 for each set, made payable by cash or certified check. All bidders are responsible for checking the town website for the issuance of addenda. All bidders shall obtain all Addenda issued via email with return receipt requested. Distribution will be made by the Town of Yorktown Town Clerk. Signature will be required on the bid sheet to acknowledge receipt of any addendum.

**E. EXAMINATION:**

Bidders shall carefully examine the documents and the existing building to obtain first-hand knowledge of existing conditions and to verify conditions under which work will be performed. Failure to do so will not relieve a successful bidder of the obligation to furnish all material and labor necessary to carry out the provisions of the Contract Documents and to complete the contemplated work for the construction set forth in his bid. Submission of a Bid will be considered conclusive evidence that a bidder has visited the site and is conversant with local facilities and difficulties, the requirements of the Contract Documents, applicable laws and codes, the state of labor and material markets, and has made due allowance in his bid for all contingencies that may arise, whether or not stated.

Contractor will not be given extra payments for conditions that can be determined by examining the documents and existing building.

**F. QUESTIONS:**

Should a bidder find discrepancies in, or omissions from the drawings or any contract Documents, or should he be in doubt as to their meaning, or should he find provisions of any law or applicable code conflicting with provisions of the Contract Documents, he shall at once notify the Town, who will endeavor to issue the necessary clarifications or revisions to prospective bidders by means of an Addendum. Such Addendum, as part of the Contract Documents, shall be binding on all bidders. It shall be the duty of each bidder to make certain that he has received or provided himself with copies of all Addenda. Bids will be conclusively presumed to be based upon all Addenda issued up to the time of the opening of Bids, regardless of whether or not a copy of each Addendum is actually in the possession of the bidder.

Inquiries received over the phone will not be directly answered; all information will be relayed to bidders by written addenda. Neither the town nor the Architect will be

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responsible for any oral instruction or clarification to any persons whatsoever. Questions received less than 48 hours before the bid opening cannot be answered.

If a bidder, prior to submitting a Bid, fails to give notification to the Town of the existence of any such discrepancies, omissions, ambiguities, errors, or conflicts, he shall comply with the interpretations or directions given by the Architect in resolving same, without claiming extra costs.

**G. PRE-BID MEETING:**

**A pre-bid meeting will be held at the Yorktown Heights Railroad Station on Wednesday, August 8, 2018 at 10:00am. Attendance by bidders at this meeting is not required for submitting a bid, but is strongly recommended.**

**H. FOREIGN CORPORATIONS:**

Each bidder who is a "foreign corporation, that is, a corporation not chartered under the laws of the State of New York, will not be eligible to submit a bid unless it is licensed to do business in the State of New York. Such bidder must submit, with its bid, an affidavit duly executed by the president, vice-president, or general manager of the corporation, stating in said affidavit that said corporation has, in accordance with the laws of the State of New York, obtained a certificate authorizing it to do business in the State of New York. Such affidavit shall set forth the exact name of such corporation, the address of its principal place of business, the state in which it was incorporated, the date when its certificate to do business in the State of New York was obtained and a statement that such certificate is still in force and effect and, that if the bid is awarded to such contractor, the corporation shall be deemed to continue to do business in this state as long as the guarantee and maintenance provisions provided for in the agreement are in force and effect. Such affidavit should also state that the person executing it is authorized by the corporation to submit such affidavit on its behalf.

**I. PREPARATION OF BIDS:**

Each Bid must be completed in duplicate on the applicable Bid Forms provided herein. All blank spaces must be filled in with ink in both words and figures. Erasures or other changes in a proposal must be explained or noted over the signature of the bidder.

Bid Forms (pages BF1-BF9) shall be accompanied by all Bidder Qualification forms and all other forms specified to be submitted with the bid.

All blank spaces on the certificates must be filled in with ink in both words and figures.

Any Bid submitted contrary to requirements above or specified, or containing omissions, conditions, or irregularities of any kind may be rejected by the Town.

**J. BID SECURITY:**

Each bid must be accompanied by a Bid Security made payable to the Town of Yorktown in the amount of ten percent (10%) of the Bid Sum. Security shall be either a certified bank check or a Bid Bond issued by a surety company licensed to conduct business in the State of New York on the form included herein. The successful bidders' securities will be retained until each has signed the Agreement and furnished required

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performance and Payment bonds. The town reserves the right to retain the security of the three lowest bidders for the contract until the successful bidder enters into contract, or until 45 days after the bid opening, whichever is shorter. All other bid security will be returned as soon as practicable. Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

**K. PERFORMANCE AND LABOR AND MATERIAL BOND:**

The successful bidders shall each provide a Performance Bond and Labor and Material Payment Bond made payable to the Town of Yorktown, each in an amount at least equal to one hundred percent (100%) of the Contract Price as security for the faithful performance of his Contract and for payment of all persons performing labor and furnishing materials in connection with the project. Provide such bonds simultaneously with the execution of the contract. Bonding company and bond must be approved by the Town. Only sureties licensed to do business in the State of New York may be used.

**L. SUBMITTAL:**

Submit each Bid in an opaque, sealed envelope. Identify the envelope with: (1) project name, (2) name of bidder, and (3) Contract name. Submit Bids in accordance with the Advertisement for Bids and with these Instructions to Bidders. If forwarded by mail, the Bid must be enclosed in another envelope and forwarded to the Town by registered mail at the address indicated in the Advertisement for Bids. The bidder assumes the risk of any delay in the mail or in handling of the bid by the Town. The bidder must assume full responsibility for having his bid deposited on time and to the location and person indicated in the Advertisement for Bids, regardless of the method of delivery.

**M. MODIFICATION AND WITHDRAWAL:**

No oral, telegraphic, or telephonic proposals or modifications of Bids will be considered. Bids may be modified at a time prior to bid opening by submitting to the Owner a written modification, enclosed in a sealed opaque envelope, signed by the bidder, or an officer thereof if the bidder is a corporation, clearly setting forth in what respects the Bid is to be modified. Bids may be withdrawn on written or telegraphic request received from bidders prior to the time fixed for bid opening. Negligence on the part of the bidder in preparing his Bid confers no right for the withdrawal of the Bid after it has been opened. No bidder may withdraw his Bid within forty-five (45) days after the opening thereof.

**N. ALTERNATIVE BIDDING METHOD:**

The funds available for this project (budget figure) cannot be exceeded. This budget figure shall be announced at the public bid opening just prior to opening the bids. The criteria on which the award will be based shall be as follows:

1. If any bids for the Base bid plus Alternate No. 1, 2, 3, 4, and 5 come under the budget figure, the award will be made based on the Base bid plus Alternates No. 1, 2, 3, 4, and 5; however,
2. If all bids for the base plus Alternate No. 1, 2, 3, 4, and 5 exceed the budget figure, the award will be made based on the Base bid plus Alternates No. 1, 2, 3, and 4; however,

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3. If all bids for the base plus Alternate No. 1, 2, 3, and 4 exceed the budget figure, the award will be made based on the Base bid plus Alternates No. 1, 2, and 3; however,
4. If all bids for the base plus Alternate No. 1, 2, and 3 exceed the budget figure, the award will be made based on the Base bid plus Alternates No. 1 and 2, however,
5. If all bids for the base plus Alternate No. 1 and 2 exceed the budget figure, the award will be made based on the Base bid plus Alternate No. 1, however,
6. If all bids for the base plus Alternate No. 1 exceed the budget figure, the award will be made based on the Base bid only, however,
7. If all bids for the Base bid exceed the budget figure, there will be no award of the contract.

**O. REJECTION OF BIDS:**

The Owner reserves the right to reject all Bids when such rejection is in his interest and to reject any Bid for one or more of the following:

1. The Bidder fails to furnish any of the information required pursuant to the Instructions to Bidders.
2. The Bidder miss-states or conceals any material fact.
3. The Bid does not strictly conform to law or to requirements of the Contract Documents.
4. The Bid is conditional.
5. The Bid is incomplete (by reason of, for example, failure to fill in an alternate price or failure to submit required documentation described herein).
6. The Bidder, or any of his Subcontractors or Materialmen, are deemed unqualified to undertake the work.

The Owner reserves the right, however, to waive any minor informalities in the Bids received when such waiver is deemed to be in his interest.

**P. OPENING AND AWARD:**

Bids will be opened as stated in the Advertisement for Bids. The owner will award the Contract, if at all, as soon as possible following the opening of Bids.

**Q. EXECUTION OF CONTRACT:**

After the Owner has ascertained the successful bidder, he shall send a Notice of Award of Contract to the bidder to whom the Contract has been awarded.

The Contract used for this project shall be the Standard Form of Agreement between Owner and Contractor – Stipulated Sum (AIA Document A101), 2017 Edition published by the American Institute of Architects.

In case of failure or refusal of an accepted Bidder to enter into a Contract within ten (10) days after the issue date of the Notice of Award, or to provide the Performance and Payment Bonds simultaneously with the execution of such Contract, the bidder will be considered as having abandoned the Contract. In such event, the bidder shall be liable for and agrees to pay to the Owner, on demand, damages for such failure or refusal. Such damages shall be the difference between the price bid by him and the price for

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which such contract shall subsequently be re-let, plus the cost of such re-letting, plus any other consequential expenses and damages.

**R. SUBCONTRACTORS:**

All Subcontractors must be acceptable to the Owner. The Contractor shall provide all information concerning his Subcontractors as requested by the Owner.

**S. SALES AND COMPENSATING USE TAXES:**

The Owner is exempt from paying sales and compensating use taxes of the State of New York and of cities, counties, and other subdivisions of the State on all materials sold to it pursuant to the provisions of this Contract. These taxes are not to be included in bids. This exemption shall apply to supplies and materials which are incorporated in such project. This exemption does not, however, apply to equipment rentals, small tools, and supplies for equipment such as supplies of gasoline used in operating trucks. The term "materials" as used in this article shall include supplies incorporated in this project.

**T. LAWS AND REGULATIONS:**

All applicable Federal and State Laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full. Federal requirements shall prevail over and above state and local requirements for this project, except where state or local requirements are more stringent.

**NYSDOT Standard Specifications (May 1, 2018 edition) Section 100 shall apply to this project.**

**U. AFFIRMATIVE ACTION PROVISION:**

During the performance of this Contract, each Contractor agrees that he will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Each Contractor agrees to include, or require the inclusion of the above provision in any subcontract made pursuant to its contract with the Owner.

**V. QUALIFICATIONS FOR HISTORIC RESTORATION WORK:**

The Yorktown Heights Railroad Station is a significant historic building. In order to ensure that only the best materials and workmanship representing the highest standards of current historic restoration practice are used in the Work and that the building is not damaged, the specifications require previous experience in historic restoration work meeting the requirements of federal and state historic preservation agencies as outlined in the "Quality Assurance" paragraphs of the specifications relating to the following

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specialties: Brick Masonry Restoration Work, Wood Restoration and Repair Work, Slate Roofing Work and Sheet Metal Fabrications and Flashings Work.

The Contractor for General Work shall submit the Bidder Qualification form for Restoration work with his bid, documenting that he and/or his proposed Subcontractors meet the requirements of the Specifications in this specialty. Failure to submit Bidder Qualification Form for Restoration Work or lack of required qualifications in documentation submitted shall be cause for rejection of the bid.

**W. PROJECT GOALS:**

While a 0% DBE goal is required for this project, contractors are encouraged to use DBE contractors if possible. Equal Employment Opportunity (EEO) Goals for this project have been set as follows: Women 6.9% of the labor hours; Minority 22.6% of the labor hours. The successful bidder will be required to furnish an EEO plan and reports showing participation of various business enterprises of subcontractors and suppliers on the contract. The successful bidder is required to use Equitable Business Opportunities (EBO) software.

**X. BUY AMERICA:**

Section 165 of the Surface Transportation Assistance Act of 1982, 49 U.S.C. 1601, Section 337 of the Surface Transportation and Uniform Relocation Assistance Act of 1987, and 49 CFR Parts 660 and 661 impose Buy America provisions on the procurement of foreign products and materials for the Work of this project.

**Y. CARGO PREFERENCE:**

46 U.S.C. 1241 (B) (1) AND 46 CFR Part 381 impose cargo preference requirements on the shipment of foreign made goods for the Work of this project.

**Z. NEW YORK STATE INSURANCE REQUIREMENTS:**

The Contractor shall include in Bid package policy riders for Worker's Compensation Insurance and Automobile Liability and Automobile Property Damage Insurance as required by New York State.

**AA. DISCLOSURE OF LOBBYING ACTIVITIES**

All bidders are required to submit a completed SF-LLL Disclosure of Lobbying Activities form with the Bid.

**BB. NON-COLLUSIVE BIDDING CERTIFICATIONS**

All bidders are required to execute and submit the non-collusion bidding certificate attached herein and pursuant to Section 103-d of the General Municipal Law of the State of New York with the bid.

**END OF INSTRUCTIONS TO BIDDERS.**

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**BID FORM**

**Due: 3:00 PM Monday, August 27, 2018**

To: **Town of Yorktown Town Clerk**  
363 Underhill Avenue  
Yorktown Heights, NY 10598

From: \_\_\_\_\_ Tel: \_\_\_\_\_  
\_\_\_\_\_ Fax: \_\_\_\_\_  
\_\_\_\_\_ Email: \_\_\_\_\_

Project: **Restoration of Yorktown Heights Railroad Station**  
Railroad Station Park – Commerce Street  
Yorktown Heights, New York 10598

Architect: **Walter Sedovic Architects PC dba WSA|ModernRuins®**  
One Bridge Street – Suite One  
Irvington, New York 10533

The Undersigned, having visited the project site and become familiar with specific conditions affecting the cost and performance of the work, and with the requirements of the Contract Documents prepared by Walter Sedovic Architects PC, dated (reserved), including all Addenda to said Documents, hereby propose to furnish all things as required by the Contract Documents for the project **“Restoration of Yorktown Heights Railroad Station”** in the following amounts:

**BASE BID**

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )  
(words) (figures)

The Cost of **Performance Bond** and **Labor and Materials Payment Bond** shall increase the amount of the Base-Bid:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )  
(words) (figures)

**RESTORATION OF YORKTOWN HEIGHTS RAILROAD STATION  
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**UNIT PRICES** Refer to Specifications Section 012200 for additional information regarding Unit Prices.

**UP.01** Crew Day: Masonry & Concrete, beyond defined scope. Per Crew Day (CD)

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

Indicate crew size: \_\_\_\_\_ and experience level: \_\_\_\_\_

**UP.02** Crew Day: Timber Sill Restoration, beyond defined scope. Per Crew Day (CD)

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

Indicate crew size: \_\_\_\_\_ and experience level: \_\_\_\_\_

**UP.03** Crew Day: Rough & Finish Carpentry, beyond defined scope. Per Crew Day (CD)

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

Indicate crew size: \_\_\_\_\_ and experience level: \_\_\_\_\_

**ALTERNATES** Refer to Specifications Section 012300 for additional information regarding Alternates.

**ALT.01** ADD: Reconstruct chimney in original location on existing original footing. Lump Sum (LS).

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

**ALT.02** ADD: Restore/replace sills at east elevation and floor framing at areas indicated. Lump Sum (LS).

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

**ALT.03** ADD: Wood exterior cabinet at north elevation to match documented original. Lump sum (LS).

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

**ALT.04** ADD: Dry pipe, pre-action fire protection system, complete. Lump sum (LS).

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

**ALT.05** ADD: Professional photographic documentation of entire project duration. Lump sum (LS).

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

**RESTORATION OF YORKTOWN HEIGHTS RAILROAD STATION  
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**ALTERNATE NO. 1 BID BREAKDOWN**

1. Removal of existing brick chimney	\$ _____
2. Test pits & engineering for footing	\$ _____
3. Footing repairs ( <i>use UP.01 Crew Day as Basis</i> )	\$ _____
4. New chimney on restored footing	\$ _____
<b><i>Total Equals 100% of ALT.01:</i></b>	
	\$ <u>_____</u>

**ALTERNATE NO. 2 BID BREAKDOWN**

1. Flooring removal & reinstallation as indicated	\$ _____
2. Replace wall sills at east elevation	\$ _____
3. Repair/replace floor framing at areas of flooring removal	\$ _____
<b><i>Total Equals 100% of ALT.02:</i></b>	
	\$ <u>_____</u>

**ALTERNATE NO. 4 BID BREAKDOWN**

1. Dry pipe, pre-action fire protection system	\$ _____
2. Engineering	\$ _____
3. New booster pump <u>OR</u> 2" water service (as required)	\$ _____
<b><i>Total Equals 100% of ALT.04:</i></b>	
	\$ <u>_____</u>

**Not Required ALTERNATE NOS. 3 & 5 BID BREAKDOWN**

**BASE BID BREAKDOWN**

**Total Equals 100% of the Base Bid**

01 1000 Specific Requirements	\$ _____
01 3100 Project Management and Coordination	\$ _____
01 3300 Submittals	\$ _____
01 7329 Cutting and Patching	\$ _____
02 4200 Selective Removals	\$ _____
04 0510 Mortars and Grouts	\$ _____
04 2000 Unit Masonry	\$ _____
05 5000 Metal Fabrications	\$ _____

**RESTORATION OF YORKTOWN HEIGHTS RAILROAD STATION  
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06 1000	Rough Carpentry	\$ _____
06 4000	Architectural Woodwork	\$ _____
07 2100	Thermal Insulation	\$ _____
07 3100	Shingles and Shakes	\$ _____
07 6000	Flashing and Sheet Metal	\$ _____
07 9000	Sealants	\$ _____
08 1400	Wood Doors	\$ _____
08 5200	Wood Windows	\$ _____
08 8000	Glazing	\$ _____
09 6490	Wood Flooring Restoration	\$ _____
09 9000	Painting and Coating	\$ _____
10 1400	Signage	\$ _____
10 3513	Heating Stoves	\$ _____
21 1000	Water-Based Fire-Suppression Systems	\$ _____
22 4000	Plumbing Fixtures	\$ _____
26 0000	Electrical and Lighting	\$ _____
26 4100	Lightning Protection	\$ _____
28 1600	Intrusion Detection	\$ _____
28 3100	Fire Detection and Alarm	\$ _____
<b><i>TOTAL Equals Base Bid:</i></b>		\$ <u>_____</u>

**RESTORATION OF YORKTOWN HEIGHTS RAILROAD STATION  
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Division	Item	Description	Estimated Quantity	Unit: (SF, LF, LS, EA)	Unit Cost	Total Cost	Notes
Division 1 - General Requirements							
	011000	Project Photos	1	EA			Progress photos submitted at closeout .
Division 2 - Site Construction							
	024200	Old chimney removal	1	EA			removal
	024200	Concrete apron removal	155.5	SF			removal
Division 4 - Masonry							
	042113	Chimney	1	EA			2'00" x 2' 8.5" x 27' 5", Provide a cast iron cleanout door (8" x 12")
Division 5 - Metals							
	057000	Exterior Brackets	13	EA			<b>West façade:</b> Seven (7) 1'3"x 5'4", Large size, existing <b>East façade:</b> Two (2) 1'3"x 5'4", large size, new, to support the reconstructed shed roof <b>South façade:</b> Four (4) 1'2 3/4"x 2'11", middle size,existing
Division 6 - Wood							
	061000	Rafters	45	EA			<b>West façade:</b> Fifteen (15) 6'1"x 5 1/2", Rafter tails. 2 of them have been recently added according to their initial position. 7 of them are connected with the brackets <b>North façade:</b> Eight (8) 3' x 5 1/2", Rafter tails, two (2) of which are connected with braces <b>East façade:</b> Sixteen (16) 3'3"x5 1/2", 16 rafter tails from which four (4) are supporting the reconstructed shed roof. <b>South façade:</b> Six (6) 5'4"x5 1/2", 4 of them are connected with the rafter tails
	061000	Hip rafters	4	EA			at each corner, existing
	064000	Chair Rail	61 8/12	LF			<b>Waiting Room, North Elevation:</b> 3' 1 1/4", 6" (height) <b>Waiting Room, West Elevation:</b> 3' 1", 6" (height) <b>Waiting Room, East Elevation:</b> 6' 2 1/2", 6" (height) <b>Waiting Room, South Elevation:</b> 6' 1 1/4", 6" (height) <b>Baggage, West Elevation:</b> 6'1", 6"(height) <b>Baggage, North Elevation:</b> 5' 10 1/4", 6" (height) <b>Baggage, East Elevation:</b> 9' 5", 6" (height) <b>Baggage, South Elevation:</b> 5' 9", 6" (height) <b>Tickets, West Elevation:</b> 1' 5", 6" (height) <b>Tickets, North Elevation:</b> 3' 3", 6" (height) <b>Tickets, East Elevation:</b> 3' 11", 6" (height) <b>Tickets, South-East Elevation:</b> 4' 5", 6" (height) <b>Tickets, South Elevation:</b> 3'1", 6" (height)
	064000	Base Board	93 4/12	LF			<b>North façade:</b> 13' 10 1/2", 6" (height); <b>North-west elevation:</b> 4' 5 1/2", 6" (height) <b>East Elevation:</b> 17' 1 1/2", 6" (height) <b>South Elevation:</b> 12' 10 1/4", 6" (height) <b>Baggage, West Elevation:</b> 9' 4", 6" (height) <b>Baggage, North Elevation:</b> 9' 4 1/4", 6" (height) <b>Baggage, East Elevation:</b> 9' 5", 6" (height) <b>Baggage, South Elevation:</b> 5' 9", 6" (height) <b>Tickets, West Elevation:</b> 7", 6" (height) <b>Tickets, North Elevation:</b> 5' 3", 6" (height) <b>Tickets, East Elevation:</b> 3'11", 6" (height) <b>Tickets, South-East Elevation:</b> 4' 5", 6" (height) <b>Tickets, South Elevation:</b> 5' 2", 6" (height)
	064000	Wooden Casing	313 2.5/12	LF			<b>North façade:</b> 56' 9", 6" (wide) for both windows and doors <b>East Elevation:</b> 68' 5 1/2", 6" (wide), for both windows and doors <b>South Elevation:</b> 30' 4", 6" (wide), for both windows and doors <b>Baggage, West Elevation:</b> 15'11", 6" (wide) for both windows and doors <b>Baggage, North Elevation:</b> 30' 4", 6" (wide) for both windows and doors <b>Baggage, South Elevation:</b> 37' 2", 6" (wide) for both windows and doors <b>Tickets, West Elevation:</b> 24' 3", 6" (wide), for both windows and doors <b>Tickets, North Elevation:</b> 34' 6", 6" (wide), from which the window casing = 15' 11" (7 SF) will be replaced with charred trim <b>Tickets, South Elevation:</b> 15', 6" (wide) (for the window)

**RESTORATION OF YORKTOWN HEIGHTS RAILROAD STATION  
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Division	Item	Description	Estimated Quantity	Unit: (SF, LF, LS, EA)	Unit Cost	Total Cost	Notes
	064000	Windows Wooden stools	9	EA			<p><b>North façade:</b> 7' 3", 1 1/4" (height) the stools have aprons (3.25" height)</p> <p><b>East Elevation:</b> 9' 7", 1 1/4" (height), the stools have aprons (3.25" height)</p> <p><b>South Elevation:</b> 7', 1 1/4" (height), the stools have aprons (3.25" height)</p> <p><b>Baggage, West Elevation:</b> 3' 8 1/2", 1 1/4" (height), the stools don't have aprons</p> <p><b>Baggage, North Elevation:</b> 3' 9", 1 1/4" (height), the stools don't have aprons</p> <p><b>Baggage, South Elevation:</b> 3' 9", 1 1/4" (height), the stools don't have aprons</p> <p><b>Tickets, West Elevation:</b> 5' 10", 1 1/4" (height), the stools don't have aprons</p> <p><b>Tickets, North Elevation:</b> 2' 00", 1 1/4" (height) the stools don't have aprons</p>
	064000	Wooden Crown Molding	8 9.5/12	LF			<p><b>North Elevation:</b> 4' 3", 1'11" (height) on the surface outside the Tix booth</p> <p><b>North-West Elevation:</b> 4' 5 1/2", 1'11" (height)</p>
	064000	Picture Rail	1	EA			<b>Baggage, South Elevation:</b> 12' 10", 2" (height)
	064000	Picture Rail/ Crown Molding	12 1/12	LF			<p><b>Tickets, East Elevation:</b> 4' 3 1/2", 4 1/2" (height)</p> <p><b>Tickets, South-East Elevation:</b> 5' 2", 4 1/2" (height)</p> <p><b>Tickets, South Elevation:</b> 2' 7 1/2", 4 1/2" (height)</p>
	064000	Booth Window Wooden stool	1	EA			3' 2 1/2", 1 1/4" (height): the stool doesn't have aprons
	064000	Wood Cabinet	1	EA			2'6" x 5' 1", 11.02 SF, new to match historic
	064000	Bench	4	EA			<p><b>West Elevation:</b> 1'10" x 7'00" x 1'8", New. Provide two (2) typical cast support brackets</p> <p><b>East Elevation:</b> Two (2) 1'10" x 7'00" x 1'8", New. Provide four (4) typical cast support brackets, two for each bench</p> <p><b>South Elevation:</b> 1'10" x 7'00" x 1'8", Existing</p>
	064000	Wooden stool/ shelf for the Tix wir	1	EA			3' 3" x 1' 0 1/2"
<b>Division 7 - Thermal and Moisture Protection</b>							
	074623	Wood Siding	1765.7	SF			<p><b>East façade:</b> from the last panel there is the baggage door removal and refill the gap with wood siding.</p> <p><b>Waiting Room:</b>  <b>Interior, west elevation:</b> the Angle part of the wall is calculated at the "Angle Ceiling" section of the General facts of the waiting room  <b>Interior, north-west elevation:</b> 12 Sf of them need to be replaced  <b>Interior, east elevation:</b> the Angle part of the wall is calculated at the "Angle Ceiling" section of the General facts of the Waiting Room</p> <p><b>Ticket Room:</b>  <b>Interior, west elevation:</b> the Angle part of the wall is calculated at the "Angle Ceiling" section of the General facts of the Tix Room  <b>Interior, southeast elevation:</b> from which 12 SF need to be replaced</p>
	073100	Gable	28.92	SF			new, with wood beveled shingles
	073126	Slate Roof	1184.8	SF			<p><b>West façade:</b> 458.94</p> <p><b>North façade:</b> 151.49, from which 37.9 are on the gable.</p> <p><b>East façade:</b> 401.74</p> <p><b>South façade:</b> 172.63, from which 40.26 are on the gable</p>
	076000	Cast Iron cleanout tee	6	EA			typical of six (6)
	076000	Copper downspout	3	EA			new, typical of three (3)
	076000	Copper vent flashing	1	EA			
	076000	Copper ridges	24 11/12	LF			24'11", on the ridge and hip rafters
	076000	New copper gutter liners	100 10/12	LF			100'10"
	076000	Eave cladding	100 10/12	LF			100'10"
	076000	Perimeter drip-edge	100 10/12	LF			100'10"
	076000	Wood gutter	100 10/12	LF			100'10", from which 1'1" are the gutter returns at the corners
<b>Division 8 - Openings</b>							
	081400	Door	1	EA			<b>West façade:</b> 2'11" x 6'10 1/4", 4-panneled door
	081400	Door	1	EA			<b>North façade:</b> 2'10" x 6'10", 4-panneled door
	081400	Door	1	EA			<b>East façade:</b> 3' x 6' 10 1/2", 4-panneled door, with transom 3' x 1' 3 1/2"
	081400	Door	1	EA			<b>Baggage, South Elevation:</b> 2' 8" x 7' 0 1/4", Six (6) paneled. Connection with the Waiting Room, Six (6) paneled. Connection with the Tix Room
	085200	Windows	1	EA			<b>West façade:</b> 2' x 5'7", four over one

**RESTORATION OF YORKTOWN HEIGHTS RAILROAD STATION  
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Division	Item	Description	Estimated Quantity	Unit: (SF, LF, LS, EA)	Unit Cost	Total Cost	Notes
	085200	Windows	2	EA			West façade: 2' x 5'5", six over one
	085200	Windows	2	EA			West façade: 1'9" x 5'11", six over one
	085200	Windows	1	EA			West façade: 1'4" x 6', six over one
	085200	Windows	1	EA			North façade: 2'4" x 3' 5 1/4", six over one
	085200	Windows	1	EA			North façade: 1'4" x 5' 10", six over one
	085200	Windows	1	EA			East façade: 2'6" x 5' 10 1/2", four over one
	085200	Windows	1	EA			East façade: 2'4 1/2" x 5' 10 1/2", four over one
	085200	Windows	1	EA			East façade: 1'4" x 5' 10 1/2", six over one
	085200	Windows	3	EA			South façade: 1'11" x 5' 9", six over one
	085200	Windows	1	EA			South façade: 1'4" x 5' 10", six over one
<b>Division 9 - Finishes</b>							
	096490	Flooring	404.86	SF			
		Flat Ceiling	330.66	SF			
		Angle ceiling	60.65	SF			
<b>Division 10 - Specialties</b>							
<b>Division 21 - Fire Protection</b>							
	210500	Central station security, fire detection, alarm system	1	EA			Provide central station security, fire detection and alarm system- assume two glass break detectors, three exterior door contacts, three smoke detectors, horn/strobe, two full stations, connection to fire
<b>Division 22 - Plumbing</b>							
	223300	Instant hot water heater	1	EA			Reactivate water supply & return for the existing sink. Inspect and repair existing supply, waste and vent lines. Insure smooth operation of faucet and fittings. Pressure test piping, repair leaks & pack valves. Install instant hot water.
		Remove restroom equipment, inc. water heater and enclosure	1	LS			Remove and dispose of restroom and water heater enclosure, including all equipment, fixtures and finishes back to historic materials.
<b>Division 23 - HVAC</b>							
	238233	Electrical Base Board Heat	5	EA			
	233413	Exhaust Fan	1	EA			
<b>Division 26 - Electrical</b>							
	260533	Duplex Outlet	4	EA			Provide new switches and outlets, baseboard radiant heat, thermostats, exhaust fan, lighting fixtures and time clock - see drawing E-1
	260533	Quad Outlet	3	EA			
	260923	Switch	5	EA			
	265100	Light Fixture A	5	EA			
	265100	Light Fixture B	3	EA			
	265100	Emergency Light	2	EA			
	265100	Exit Sign	2	EA			
	262913	Thermostat	2	EA			
	262416	Electrical Panel	1	EA			Inspect and repair existing electrical service, panel and wiring
		Time Clock	1	EA			see drawing E-1
		Outlet Removal		LS			Lump Sum
		Wiring Removal		LS			Lump Sum
<b>Division 28 - Electronic Safety and Security</b>							
	264113	Lightning Protection System	1	EA			Provide lightning protection system, with UL lightning protection inspection certificate for conformance with UL 96A
	281600	Central station security, fire detection, alarm system	1	EA			Provide central station security, fire detection and alarm system- assume two glass break detectors, three exterior door contacts, three smoke detectors, horn/strobe, two full stations, connection to fire

**RESTORATION OF YORKTOWN HEIGHTS RAILROAD STATION  
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**The undersigned further agrees that:**

1. This bid shall be held open for acceptance for one hundred twenty (120) days from the bid due date.
2. Neither bidding nor acceptance of this *Bid Form* does not constitute an obligation on the part of the Owner to engage in a Contract.
3. In case of discrepancy between a price in words and that in figures, the price in words shall govern.
4. If this bid is accepted, we will execute the Agreement within ten (10) days of acceptance of this bid, and furnish all bonds, insurance, and qualifications documentation required by the Contract Documents.
5. Work will be completed within ( 120 ) calendar days of Notice to Proceed, which includes an allowance of ( 7 ) bad-weather days.

**The undersigned further affirms that:**

1. Bidder is of lawful age and the only party interested in this bid, and that no person, firm, or corporation other than herein above named has any interest in this bid or in the contract proposed to be entered into.
2. This bid is made without any understanding, agreement, or connection with any other person, firm, or corporation making a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud.
3. Bidder fully understands that this bid has been completed on the basis of the bidder's own quantity take-offs, verified in the field.
4. Any discrepancies in quantities noted have been brought to the attention of the Architect prior to submitting this bid, and that said bidder will not seek an increase in the Contract Amount on the basis of estimated quantities contained in the Specifications.
5. Bidder has carefully examined the location of work and that from his/her own investigations is satisfied regarding the nature of the work; character, quality & quantity of existing conditions; difficulties likely to be encountered; logistics affecting equipment & other facilities necessary to perform the work; general and local conditions; and all other elements that may in any way affect the work or its performance.

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Authorized Signature

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Date

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Name and Title

**RESTORATION OF YORKTOWN HEIGHTS RAILROAD STATION  
REVISED – APRIL 2, 2018**

**If Bidder is a Partnership:**

Name(s) of Partner(s)

Location of Primary Residence (City & State)

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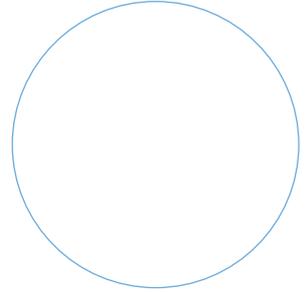
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**If Bidder is a Corporation** (*affix Corporate Seal*):

Tax ID (EIN) \_\_\_\_\_

Organized under the laws of the State of \_\_\_\_\_



\_\_\_\_\_  
President's Name

\_\_\_\_\_  
Residence (City & State)

\_\_\_\_\_  
Vice-President's Name

\_\_\_\_\_  
Residence (City & State)

\_\_\_\_\_  
Secretary/Treasurer's Name

\_\_\_\_\_  
Residence (City & State)

**SCHEDULE OF ALTERNATIVES**

Alternate No. 1 – Restoration of original chimney.

Remove and dispose of existing brick chimney footing to 1'-0" below grade metal braces.

Provide test pits at original chimney footing, center of baggage room; provide stamped and signed structural assessment of loading capacity by licensed engineer.

Provide stamped and signed structural specifications for repair of footing, if necessary: ½ unit price No. 1 ¼ repair, repoint, underpin and backfill with suitable material, as recommended by engineer.

Reconstruct chimney in original location, utilizing salvaged brick, with coursing and profile to match historic photographs—see detail 3/A-4 on plans, and photos 1/A-5 and 2/A-5. Accommodate offset of footing and framed opening at roof. Provide copper step and counter flashing at chimney—see detail 1/A-4.

Provide 8" x 12" cast iron cleanout door.

Alternate No. 2 – Replacement of wall sills.

Replace wall sills at foundation, east elevation. Repair and replace floor framing, assume 100% in areas of flooring removal in waiting room and baggage room.

Alternate No. 3 – Replacement of original wood exterior cabinet.

Provide wood exterior cabinet at north elevation to match historic photograph –see 2/A-5.

Alternate No. 4 – Install dry pipe fire protection system.

Provide dry pipe fire protection system with compressor, dry pendant sprinkler heads, pre-action operation activated by smoke detectors. Provide design and engineering calculations by licensed engineer. Provide new 2" incoming water service or booster pump, if required to provide adequate water pressure.

Alternate No. 5 – Provide professional photographic documentation.

Provide professional photographic documentation through the entire project duration.

**RESTORATION OF YORKTOWN HEIGHTS RAILROAD STATION  
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**ENGINEER'S ESTIMATE**

**NASCO  
CONSTRUCTION SERVICES INC.**

**SUBJECT:** GENERAL NOTES & QUALIFICATIONS  
**PROJECT:** YORKTOWN HEIGHTS RAILROAD STATION  
**LOCATION:** YORKTOWN, NY  
**TYPE EST.:** UNIT PRICES - BID ESTIMATE  
**CLIENT:** TOWN OF YORKTOWN PLANNING DEPARTMENT

**EST. NO:** 7-0194  
**EST. BY:** JF  
**CHKD. BY:** EH  
**DATE:** 9/14/2017  
**REV. DATE:**

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**TOTAL PROJECT COST**

1. ALL PRICES ARE BASED ON AUGUST 2017 PREVAILING WAGE
2. THE FOLLOWING ITEMS ARE NOT INCLUDED:
  - a) PROFESSIONAL FEES
  - b) FURNITURE, FURNISHINGS AND MOVABLE EQUIPMENT
  - c) CONSTRUCTION CONTINGENCY COSTS
  - d) LAND ACQUISITION COSTS
3. ABNORMAL SUBSURFACE CONDITIONS ARE NOT INCLUDED.
4. THIS ESTIMATE IS BASED ON THE FOLLOWING:

<u>DRAWING #</u>	<u>DATE</u>
CS-1	8-15-17
A-1 THRU A-5	8-15-17
E-1	8-15-17

**RESTORATION OF YORKTOWN HEIGHTS RAILROAD STATION  
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**NASCO  
CONSTRUCTION SERVICES INC.**

**SUBJECT:** SUMMARY - ALL TRADES  
**PROJECT:** YORKTOWN HEIGHTS RAILROAD STATION  
**LOCATION:** YORKTOWN, NY  
**TYPE EST.:** UNIT PRICES - BID ESTIMATE  
**CLIENT:** TOWN OF YORKTOWN PLANNING DEPARTMENT

**EST. NO:** 7-0194  
**EST. BY:** JF  
**CHKD. BY:** EH  
**DATE:** 9/14/2017  
**REV. DATE:**

ITEM	DESCRIPTION	AMOUNT	\$/GSF
01	GENERAL REQUIREMENTS		
02	SITE CONSTRUCTION		
03	CONCRETE		
04	MASONRY		
06	WOODS & PLASTICS		
07	THERMAL & MOISTURE PROTECTION		
08	OPENINGS		
09	FINISHES		
21	FIRE PROTECTION		
22	PLUMBING		
23	HVAC		
26	ELECTRICAL		
28	ELECTRONIC SAFETY & SECURITY		
	SUBTOTAL		
	GENERAL CONDITIONS, BONDS & INS - 10.0%		
	SUBTOTAL		
	G.C. OH & P - 10.0%		
	SUBTOTAL		
	ESCALATION - 3.0%		
	<b>TOTAL PROJECT COST</b>		

**RESTORATION OF YORKTOWN HEIGHTS RAILROAD STATION  
REVISED – APRIL 2, 2018**

**NASCO  
CONSTRUCTION SERVICES INC.**

SUBJECT: ALL TRADES  
PROJECT: YORKTOWN HEIGHTS RAILROAD STATION  
LOCATION: YORKTOWN, NY  
TYPE EST.: UNIT PRICES - BID ESTIMATE  
CLIENT: TOWN OF YORKTOWN PLANNING DEPARTMENT

EST. NO: 7-0194  
EST. BY: JF  
CHKD. BY: EH  
DATE: 9/14/2017  
REV. DATE:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	TOTAL
<b>01</b>	<b><u>GENERAL REQUIREMENTS</u></b>					
011000	Project Photos Progress Photos Submitted At Closeout	1	EA			
<b>02</b>	<b><u>SITE CONSTRUCTION</u></b>					
024200	Old Chimney Removal Removal	1	EA			
	Concrete Apron Removal Removal	156	SF			
	Excavation	6	CY			
	Backfill w. Crushed Stone	6	CY			
<b>03</b>	<b><u>CONCRETE</u></b>					
	New Concrete Apron	156	SF			
<b>04</b>	<b><u>MASONRY</u></b>					
042113	Chimney 2' x 2' 8.5" x 27' 5"- Provide Cast Iron Clean Out Door	1	EA			
<b>06</b>	<b><u>WOODS &amp; PLASTICS</u></b>					
	Rough Carpentry					
	Replace Sill at Exterior Wall	126	LF			
	Infill Door Opening	21	SF			
	New Bead Board at Door Opening	21	SF			
	New Exterior Siding at Door Opening	21	SF			
	Replace Charred Bead Board	31	SF			
	Wood Shingles at Gable Ends	53	SF			
	Demo & Frame New Door Opening at North Facade	1	EA			
	Framing & Subfloor at Baggage Room	138	SF			
	Exterior Brackets					
	West Façade: 1'3" x 5'4", Large Size, Existing, Assume Restoration	7	EA			
	East Façade: 1'3" x 5'4", Large Size, New	2	EA			
	South Façade: 1'2" x 2'11", Middle Size, Existing	4	EA			
	Wood Bracket at Wood Gutter to Match Existing	38	EA			
	Quarter Round Between Brackets	101	LF			

**RESTORATION OF YORKTOWN HEIGHTS RAILROAD STATION  
REVISED – APRIL 2, 2018**

**NASCO  
CONSTRUCTION SERVICES INC.**

SUBJECT: ALL TRADES  
PROJECT: YORKTOWN HEIGHTS RAILROAD STATION  
LOCATION: YORKTOWN, NY  
TYPE EST.: UNIT PRICES - BID ESTIMATE  
CLIENT: TOWN OF YORKTOWN PLANNING DEPARTMENT

EST. NO: 7-0194  
EST. BY: JF  
CHKD. BY: EH  
DATE: 9/14/2017  
REV. DATE:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	TOTAL
061000	Rafters					
	West Façade: 6'1" x 5-1/2", Rafter Tails, 2 Have Been Recently Added According to Their Initial Position, 7 are Connected with Brackets - Assume Restoration	15	EA			
	North Façade: 3' x 5-1/2", Rafter Tails, 2 are Connected by Braces - Assume Restoration	8	EA			
	East Façade: 3'3" x 5-1/2", Rafter Tails, 4 are Supporting Reconstructed Shed Roof - Assume Restoration	16	EA			
	South Façade: 5'4" x 5-1/2", 4 Connected @ Rafter Tails - Assume Restoration	6	EA			
061000	Hip Rafters					
	@ Each Corner - Assume Restoration	4	EA			
064000	Chair Rail - Assume Replacement	61.67	LF			
	Waiting Room, North Elevation, 6" High	3.10	LF			
	Waiting Room, West Elevation, 6" High	3.08	LF			
	Waiting Room, East Elevation, 6" High	6.21	LF			
	Waiting Room, South Elevation, 6" High	6.10	LF			
	Baggage, West Elevation, 6" High	6.08	LF			
	Baggage, North Elevation, 6" High	5.85	LF			
	Baggage, East Elevation, 6" High	9.42	LF			
	Baggage, South Elevation, 6" High	5.75	LF			
	Tickets, West Elevation, 6" High	1.42	LF			
	Tickets, North Elevation, 6" High	3.25	LF			
	Tickets, East Elevation, 6" High	3.92	LF			
	Tickets, South-East Elevation, 6" High	4.42	LF			
	Tickets, South Elevation, 6" High	3.08	LF			
	Baseboard - Assume Replacement	93.33	LF			
	North Facade, 6" High	13.88	LF			
	North-West Elevation, 6" High	4.46	LF			
	East Elevation, 6" High	17.10	LF			
	South Elevation, 6" High	12.85	LF			
	Baggage West Elevation, 6" High	9.33	LF			
	Baggage North Elevation, 6" High	9.35	LF			
	Baggage East Elevation, 6" High	9.42	LF			
	Baggage South Elevation, 6" High	5.75	LF			
	Tickets, West Elevation, 6" High	7.50	LF			
	Tickets, North Elevation, 6" High	5.25	LF			
	Tickets, East Elevation, 6" High	3.92	LF			
	Tickets South-East Elevation, 6" High	4.42	LF			
	Tickets South Elevation, 6" High	5.17	LF			

**RESTORATION OF YORKTOWN HEIGHTS RAILROAD STATION  
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EST. NO: 7-0194  
EST. BY: JF  
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DATE: 9/14/2017  
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ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	TOTAL
	Wood Casing - Assume Replacement	313.21	LF			
	North Façade, 6" Wide, Both Windows and Doors	56.75	LF			
	East Elevation, 6" Wide, Both Windows and Doors	68.45	LF			
	South Elevation, 6" Wide, Both Windows and Doors	30.33	LF			
	Baggage West Elevation, 6" Wide, Both Windows and Doors	15.92	LF			
	Baggage North Elevation, 6" Wide, Both Windows and Doors	30.33	LF			
	Baggage South Elevation, 6" Wide, Both Windows and Doors	37.17	LF			
	Tickets, West Elevation, 6" Wide, Both Windows and Doors	24.25	LF			
	Tickets, North Elevation, 6" Wide, From Which the Window Casing = 15' 11" (7SF) Will Be Replaced With Charred Trim	34.50	LF			
	Tickets South Elevation, 6" Wide, Both Windows and Doors	15.00	LF			
	Wooden Stools 1-1/4" Height - Assume Replacement	9	EA			
	North Façade 7'3" Stools Have Aprons	1	EA			
	East Elevation, 9'7" Stools Have Aprons	1	EA			
	South Elevation, 7' Stools Have Aprons	1	EA			
	Baggage West Elevation, 3'8" Stools Don't Have Aprons	1	EA			
	Baggage North Elevation, 3'9" Stools Don't Have Aprons	1	EA			
	Baggage South Elevation, 3'9" Stools Don't Have Aprons	1	EA			
	Tickets, West Elevation, 5'10" Stools Don't Have Aprons	1	EA			
	Tickets, North Elevation, 2' Stools Don't Have Aprons	1	EA			
	Wooden Crown Molding - Assume Replacement	9	LF			
	North Elevation, 1' 11" High on Surface of Ticket Booth	4.25	LF			
	North-West Elevation 1'11" High	4.42	LF			
	Picture Railing - Assume Replacement					
	Baggage South Elevation, 12'10", 2" High	1	EA			
	Picture Rail/Crown Molding - Assume Replacement	12	LF			
	Tickets East Elevation	4.25	LF			
	Tickets South-East Elevation	5.17	LF			
	Tickets South Elevation	2.58	LF			
	Booth Window Wooden Stool - Assume Replacement					
	3' 2-1/2", 1-1/4" Height Stool Does not Have Apron	1	EA			
	Wood Cabinet - Assume Replacement					
	2' 6" x 5' 1" New to Match Historic	1	EA			
	Bench - Assume Replacement					
	West Elevation, 1'10" x 7' x 1'8" Provide 2 Typical Cast Support Bracket	1	EA			
	East Elevation, 1'10" x 7' x 1'8" 4 Typical Cast Support Brackets	2	EA			
	South Elevation, 1'10" x 7' x 1'8" Existing - Assume Restoration	1	EA			

**RESTORATION OF YORKTOWN HEIGHTS RAILROAD STATION  
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**NASCO  
CONSTRUCTION SERVICES INC.**

SUBJECT: ALL TRADES  
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LOCATION: YORKTOWN, NY  
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EST. NO: 7-0194  
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ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	TOTAL
<u>07</u>	<u>THERMAL &amp; MOISTURE PROTECTION</u>					
074623	Wood Siding - Assume Strip, Repair & Repaint	1,766	SF			
	East Façade: From the Last Panel There is the Baggage Door Removal & Refill the Gap with Wood Siding	inc. above				
	Waiting Rooms					
	Interior, West Elevation, The Angle Part of the Wall is Calculated at the "Angle Ceiling" Section of the General Facts of the Waiting Room					
	Interior, North-West Elevation, 12 SF of them need to be Replaced					
	Interior, East Elevation, The Angle Part of the Wall is Calculated at the "Angle Ceiling" Section of the General Facts of the Waiting Room					
	Ticket Room					
	Interior, West Elevation, The Angle Part of the Wall is Calculated at the "Angle Ceiling" Section of the General Facts of the Waiting Room					
	Interior South East Elevation, From Which 12 SF Need to be Replaced					
073100	Gable					
	New, With Wood Beveled Shingles - Assume Reconstruction	29	SF			
	Reconstruct Historic Shed Roof	1	LS			
073126	Slate Roof - Assume New, Remove & Replace Including Replacement of T&G Roof Deck	1,185	SF			
	West Façade	459	SF			
	North Façade, 37.9 SF from Gable	151	SF			
	East Façade	402	SF			
	South Façade, 40.26 from Gable	173	SF			
076000	Cast Iron Cleanout Tee					
	Typical of Six	6	EA			
	Copper Downspout					
	New, Typical of Three	3	EA			
	Copper Vent Flashing	1	EA			
	Copper Ridges					
	24'11", on the Ridge and Hip Rafters	25	LF			
	New Copper Gutter Lines	101	LF			
	Eave Cladding					
	100'10"	101	LF			
	Perimeter Drip-Edge					
	100'10"	101	LF			
	Wood Gutter					
	100'10", 1'1" are From the Gutter Returns @ Corners	101	LF			

**RESTORATION OF YORKTOWN HEIGHTS RAILROAD STATION  
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**CLIENT:** TOWN OF YORKTOWN PLANNING DEPARTMENT

**EST. NO:** 7-0194  
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ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	TOTAL
<u>08</u>	<b>OPENINGS</b>					
	Doors					
	Door # 1: Rebuild Door, 2'11" x 6'10"	1	EA			
	Door # 2: Restore Door, 3'0" x 6'10"	1	EA			
	Door # 3: Remove Existing & Dispose	1	EA			
	Door # 4: New Door, 2'8" x 6'10"	1	EA			
	Door # 5: Restore, 2'6" x 6'10"	1	EA			
	Windows					
	1'1-1/2" x 5'3" Restore	1	EA			
	1'4" x 5'10", Restore	3	EA			
	1'9" x 5'10", Restore	2	EA			
	1'11" x 5'10", Restore	3	EA			
	2'4" x 5'10, Restore	1	EA			
	2'5" x 5'10", Restore	1	EA			
	2'6" x 5'10", Restore	2	EA			
	2'0" x 5'10" New	2	EA			
	1'4" x 5'10", New	1	EA			
<u>09</u>	<b>FINISHES</b>					
096490	Flooring	405	SF			
	Replacement (Remove & Reuse)	153	SF			
	Restoration	252	SF			
	Clean, Sand & Refinish	405	SF			
	Flat Ceiling	331	SF			
	Replacement	50	SF			
	Clean & Restore	281	SF			
	Refinish	331	SF			
	Provide Flush Panel for Attic Access	1	EA			
	Angle Ceiling	61	SF			
	Clean & Restore	61	SF			
	Refinish	61	SF			
<u>21</u>	<b>FIRE PROTECTION</b>					
210500	Central Security, Fire Detection, Alarm System Provide Central Station Security, Fire Detection and Alarm System Assume Two Glass Break Detectors, Three Smoke Detectors, Horn/Strobe, Two Full Stations, Connection to Fire	1	EA			

**RESTORATION OF YORKTOWN HEIGHTS RAILROAD STATION  
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CONSTRUCTION SERVICES INC.**

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ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	TOTAL
<b>22</b>	<b><u>PLUMBING</u></b>					
223300	Instant Hot Water Heater Reactivate Water Supply & Return for Existing Sink, Inspect & Repair Supply, Waste & Vent Lines. Insure Smooth operation of Faucet and Fittings. Pressure Test Piping, Repair Leaks, & Pack Valves. Install Instant Hot Water.	1	EA			
	Remove Restroom Equipment, Inc. Water Heater and Enclosure Remove & Dispose of Restroom and Water Heater Enclosure, Including All Equipment, Fixtures & Finishes to Historic Material	1	LS			
<b>23</b>	<b><u>HVAC</u></b>					
238233	Electric Base Board Heat	5	EA			
	Exhaust Fan	1	EA			
<b>26</b>	<b><u>ELECTRICAL</u></b>					
260533	Duplex Outlet Provide New Switches & Outlets, Baseboard Radiant Heat, Thermostats, Exhaust Fans, Lighting Fixtures and Time Clock- See E-1	4	EA			
	Quad Outlet	3	EA			
260923	Switch	5	EA			
265100	Light Fixture A	5	EA			
	Light Fixture B	3	EA			
	Emergency Light	2	EA			
	Exit Sign	2	EA			
262913	Thermostat	2	EA			
262416	Electrical Panel, Inspect & Repair Existing Electrical Service,	1	EA			
	Time Clock - Allow	1	EA			
	Outlet Removal	1	LS			
	Wiring Removal	1	LS			

**RESTORATION OF YORKTOWN HEIGHTS RAILROAD STATION  
 REVISED – APRIL 2, 2018**

**N A S C O  
 C O N S T R U C T I O N S E R V I C E S I N C .**

SUBJECT: ALL TRADES  
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 LOCATION: YORKTOWN, NY  
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EST. NO: 7-0194  
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ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	TOTAL
28	<b>ELECTRONIC SAFETY &amp; SECURITY</b>					
264113	Lightning Protection System - Allow  Provide Lightning Protection System, With UL lightning Protection Inspection Certificate for Conformance wit UL 96A	1	EA			
281600	Central Station Security, Fire Detections, Alarm System  Provide Central Station Security, Fire Detection and Alarm System Assume Two Glass Break Detectors, Three Smoke Detectors, Horn/Strobe, Two Full Stations, Connection to Fire	1	EA			



**RESTORATION OF YORKTOWN HEIGHTS RAILROAD STATION  
REVISED – APRIL 2, 2018**

**BIDDER QUALIFICATION FORM FOR RESTORATION WORK**

(To be fully completed by Bidder for General Work and submitted together with Bid Form)

---

The Yorktown Heights Railroad Station is a significant historic building. Due to the highly sensitive nature of the historic preservation work in this contract, as a condition of award, bidders must have at least five (5) years experience working with historic structures, including work on similar contracts or structures. The bidder must include in its bid package a list of current and previously completed historic preservation contracts, including the name of the contract owner, a contact person, and telephone number so that references can be verified, as per this questionnaire. Each Bidder must demonstrate, to the satisfaction of the Owner that his firm and the personnel to be employed in the execution of the work possess requisite experience in comparable work on other buildings listed on the National Register of Historic Places.

The submission of this signed and notarized form is a requirement of the Bidding Documents. All items must be answered and the data given must be clear and comprehensive. Failure to answer these questions in a complete manner will result in rejection of the bid. The Owner reserves the right to reject any bidder who, in the judgment of the Owner and based on a review of the Qualification forms, is not qualified to perform the work on the contract as specified. The contract will be awarded to the lowest responsible bidder who meets the experience specifications. The Owner's decisions regarding rejection of the bids based on bidder's qualifications shall be final.

All the following questions must be answered. Questions No. 1 through 4 refer specifically to the General Contractor's firm and shall be used to determine ability of General Contractor to manage and perform the quality of work required under this contract. Questions No. 5 through 12 refer to the Restoration Specialist that will be performing the indicated work, should your firm be awarded the Contract. Data given must be clear and comprehensive. If needed, answers may be on separate attached sheets. Photographic data may be furnished on jobs listed.

1. How many years has your organization been in business under its present name? \_\_\_\_\_

2. How many years under previous business names (if any)? \_\_\_\_\_

List previous names: \_\_\_\_\_

3. List all projects on which historic preservation/restoration/renovation work of a similar size, scope, and nature to Work of this Contract was performed within the past five (5) years on buildings listed on the national Register of Historic places. A minimum of two (2) projects successfully completed in the past five (5) years is required to be acceptable. A contractor need not have performed all of the above types of construction on a single project. Provide a brief description of each of the listed projects.

**RESTORATION OF YORKTOWN HEIGHTS RAILROAD STATION  
REVISED – APRIL 2, 2018**

Project Name	Address	Year	Cost	Owner Phone#	Architect Phone #

4. Provide the names of proposed supervisors and foremen to be employed on this job. Indicate on which job, of the ones listed above, they have worked. On a separate sheet, give a brief resume of each describing their specific qualifications and past experience in supervising, directing and executing work comparable to that required in this project.

Name                      # years with firm                      Jobs on which they have worked (from above list)

- A. \_\_\_\_\_  
 B. \_\_\_\_\_  
 C. \_\_\_\_\_  
 D. \_\_\_\_\_

5. Will you subcontract any part of the work? \_\_\_\_\_

If so, list subcontractors and their trade:

- A. \_\_\_\_\_  
 B. \_\_\_\_\_  
 C. \_\_\_\_\_  
 D. \_\_\_\_\_  
 E. \_\_\_\_\_  
 F. \_\_\_\_\_

6. List at least three (3) jobs involving comparable WOOD RESTORATION AND REPAIR WORK that your firm (or subcontractor) has executed in the past five (5) years on buildings listed on the National Register of Historic Places.

**RESTORATION OF YORKTOWN HEIGHTS RAILROAD STATION  
REVISED – APRIL 2, 2018**

Project Name & Address	Year	Cost	Owner Phone #	Architect Phone#
A. _____				
B. _____				
C. _____				
D. _____				

7. Provide the names of skilled journeymen personnel to be employed on this job for WOOD RESTORATION AND REPAIR WORK. Indicate on which job, of the ones listed above, they have worked. On a separate sheet, give a brief resume of each describing their specific qualifications and past experience in performing wood consolidation and repair work comparable to that required in this work.

Name	# years with firm	Jobs on which they have worked (from above list)
A. _____		
B. _____		
C. _____		
D. _____		

8. List at least three (3) jobs involving comparable SLATE ROOFING WORK that your firm (or subcontractor) has executed in the past five (5) years on buildings listed on the National Register of Historic Places.

Project Name & Address	Year	Cost	Owner Phone #	Architect Phone#
A. _____				
B. _____				
C. _____				
D. _____				

9. Provide the names of skilled journeymen personnel to be employed on this job for SLATE ROOFING WORK. Indicate on which job, of the ones listed above, they have worked. On a separate sheet, give a brief resume of each describing their specific qualifications and past experience in performing wood consolidation and repair work comparable to that required in this work.

Name	# years with firm	Jobs on which they have worked (from above list)
A. _____		
B. _____		

**RESTORATION OF YORKTOWN HEIGHTS RAILROAD STATION  
REVISED – APRIL 2, 2018**

C. \_\_\_\_\_  
D. \_\_\_\_\_

10. List at least three (3) jobs involving comparable SHEET METAL FABRICATIONS AND FLASHING WORK that your firm (or subcontractor) has executed in the past five (5) years on buildings listed on the National Register of Historic Places.

Project Name & Address	Year	Cost	Owner Phone #	Architect Phone#
------------------------	------	------	---------------	------------------

A. \_\_\_\_\_  
B. \_\_\_\_\_  
C. \_\_\_\_\_  
D. \_\_\_\_\_

11. Provide the names of skilled journeymen personnel to be employed on this job for SHEET METAL FABRICATIONS AND FLASHING WORK. Indicate on which job, of the ones listed above, they have worked. On a separate sheet, give a brief resume of each describing their specific qualifications and past experience in performing wood consolidation and repair work comparable to that required in this work.

Name	# years with firm	Jobs on which they have worked (from above list)
------	-------------------	--

A. \_\_\_\_\_  
B. \_\_\_\_\_  
C. \_\_\_\_\_  
D. \_\_\_\_\_

12. List at least three (3) jobs involving comparable BRICK MASONRY RESTORATION WORK that your firm (or subcontractor) has executed in the past five (5) years on buildings listed on the National Register of Historic Places.

Project Name & Address	Year	Cost	Owner Phone #	Architect Phone#
------------------------	------	------	---------------	------------------

A. \_\_\_\_\_  
B. \_\_\_\_\_  
C. \_\_\_\_\_  
D. \_\_\_\_\_

**RESTORATION OF YORKTOWN HEIGHTS RAILROAD STATION  
REVISED – APRIL 2, 2018**

13. Provide the names of skilled journeymen personnel to be employed on this job for BRICK MASONRY RESTORATION WORK. Indicate on which job, of the ones listed above, they have worked. On a separate sheet, give a brief resume of each describing their specific qualifications and past experience in performing wood consolidation and repair work comparable to that required in this work.

Name	# years with firm	Jobs on which they have worked (from above list)
------	-------------------	--

- A. \_\_\_\_\_
- B. \_\_\_\_\_
- C. \_\_\_\_\_
- D. \_\_\_\_\_

**Submitted by:**

	Seal: (If firm is a corporation)
Legal name of firm (please type)	

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date





# AIA<sup>®</sup> Document A101<sup>™</sup> – 2017

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

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

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

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

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

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

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

The parties should complete A101<sup>™</sup>-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement.

AIA Document A201<sup>™</sup>-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Sample

The Owner and Contractor agree as follows.

Init.

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## TABLE OF ARTICLES

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

## EXHIBIT A INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

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

### ARTICLE 2 THE WORK OF THIS CONTRACT

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

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:

*(Insert a date or a means to determine the date of commencement of the Work.)*

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

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

#### § 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*

- Not later than ( ) calendar days from the date of commencement of the Work.

By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

#### ARTICLE 4 CONTRACT SUM

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

#### § 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

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

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.3 Allowances, if any, included in the Contract Sum: *(Identify each allowance.)*

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

§ 4.4 Unit prices, if any: *(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

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

§ 4.5 Liquidated damages, if any: *(Insert terms and conditions for liquidated damages, if any.)*

§ 4.6 Other: *(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)*

## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

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

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the \_\_\_\_\_ day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the \_\_\_\_\_ day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than \_\_\_\_\_ ( ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

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

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

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

§ 5.1.7.1.1 The following items are not subject to retainage:  
*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:  
*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:  
*(Insert any other conditions for release of retainage upon Substantial Completion.)*

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

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

## § 5.2 Final Payment

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

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

## § 5.3 Interest

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

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

\_\_\_\_\_ % \_\_\_\_\_

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

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

## § 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

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

## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)*

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

*(Name, address, email address, and other information)*

§ 8.3 The Contractor's representative:

*(Name, address, email address, and other information)*

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

**§ 8.5 Insurance and Bonds**

**§ 8.5.1** The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

**§ 8.5.2** The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

**§ 8.6** Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

**§ 8.7** Other provisions:

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

**§ 9.1** This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

*(Insert the date of the E203-2013 incorporated into this Agreement.)*

.5 Drawings

Number	Title	Date
--------	-------	------

.6 Specifications

Section	Title	Date	Pages
---------	-------	------	-------

.7 Addenda, if any:

Number	Date	Pages
--------	------	-------

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

.8 Other Exhibits:

*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:

*(Insert the date of the E204-2017 incorporated into this Agreement.)*

The Sustainability Plan:

Title	Date	Pages
-------	------	-------

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.9 Other documents, if any, listed below:

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

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

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

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

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

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

**SECTION 007300 - SUPPLEMENTARY CONDITIONS**

**SUPPLEMENTARY CONDITIONS OF THE CONTRACT FOR CONSTRUCTION**

1.1 GENERAL

A. This Section defines specific Supplementary Conditions that are an addendum to the Contract for Construction and General Conditions, AIA DOCUMENT 107, These Supplementary Conditions are listed with reference to pertinent articles and paragraphs of AIA DOCUMENT 107.

1.2 RELATED DOCUMENTS

A. General provisions of the Contract, including General Conditions of the Contract for Construction, apply to this Section.

1.3 SUPPLEMENTARY CONDITIONS

A. Article 16 - Insurance

1. ADD THE FOLLOWING PHRASE TO Paragraph 16.1: Contractor's General Liability shall include, separately, the Owner and the Architect as additional Insureds. These certificates shall be on file with the Owner and Architect prior to execution of the Contract..

**END OF SECTION 007300**



**APPENDIX 2  
IRAN DIVESTMENT ACT**

As a result of the Iran Divestment Act of 2012 (act), chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). 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 entering into this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list. Additionally, Contractor agrees that after the list is posted on the OGS website, should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or extended that it is not included on the prohibited entities list. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the prohibited entities list before the New York State Department of Transportation (NYSDOT) may approve a request for Assignment of Contract.

During the term of the Contract, should NYSDOT receive information that a person is in violation of the above-referenced certification, NYSDOT will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement which is in violation of the Act within 90 days after the determination of such violation, the NYSDOT shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

NYSDOT reserves the right to reject any request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.



**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR PROFIT CONSTRUCTION (CCA-2)**

**INSTRUCTIONS FOR COMPLETING THE NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE FOR PROFIT CONSTRUCTION**

Please Read Before Completing Questionnaire

- Complete all sections of the Questionnaire.
- Submit this form as required by the contracting agency after being announced the low bidder for any competitively bid contract, or when proposed for subcontract work. If you have submitted one within six (6) months of the bid date with any contracting agency, as long as the information remains unchanged and accurate, you may submit a complete certified copy of that form, together with an Affidavit of No Change, to the Agency with which you are bidding. A contracting agency may require additional information deemed necessary for its review. Whenever more space is needed to answer any question or you wish to give further explanation, complete by attaching extra pages. All questions must be answered.
- For each “Yes” answer in Sections IV, V, VI, VII, VIII and IX, add additional explanatory material. For question 7.2, if your firm has OSHA citations, attach copies of each citation.
- A certified annual financial statement, including Accountant’s Review Report and Accompanying Notes, will be acceptable in lieu of completing the financial disclosure forms in the questionnaire.
- If you wish material in this Questionnaire to be held as confidential and exempt from disclosure under Freedom of Information, place an asterisk in front of all information you do not want disclosed to outside sources.
- This Questionnaire is generally valid for one calendar year, unless major changes have occurred (firm purchased by another business, bankruptcy, etc.), in which case re-submittal is required.
- Submit completed questionnaires marked “CONFIDENTIAL” to:

NEW YORK STATE DEPARTMENT OF TRANSPORTATION  
CONTRACT MANAGEMENT BUREAU  
50 WOLF ROAD, 1st FLOOR, SUITE 1CM  
ALBANY, NY 12232  
(518) 457-1564



**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR PROFIT CONSTRUCTION (CCA-2)**

<b>BUSINESS ENTITY INFORMATION</b>				
<u>Legal Business Name*</u>			<u>EIN</u>	
Complete Address of the <u>Principal Place of Business</u>			Phone Number	Fax Number
E-mail		Website		
Authorized Contact for this Questionnaire				
Name			Phone Number	Fax Number
Title			E-mail	
Additional <u>Business Entity</u> Identities: If applicable, list any other <u>DBA</u> , <u>Trade Name</u> , <u>Former Name</u> , <u>Other Identity</u> , or <u>EIN</u> used in the last five (5) years, the state or county where filed and the status (active or inactive).				
Type (DBA, Trade Name, Other)	Name	EIN	State or County where filed	Status (ACTIVE OR INACTIVE)

<b>I. BUSINESS CHARACTERISTICS</b>		
<b>1.0 <u>Business Entity</u> Type -</b>		
a)	<u>Corporation</u> (including <u>P.C.</u> )	Date of Incorporation
b)	<u>Limited Liability Company</u> (LLC or PLLC)	Date Organized
c)	<u>Limited Liability Partnership</u>	Date of Registration
d)	<u>Limited Partnership</u>	Date Established
e)	<u>General Partnership</u>	Date Established                      County (if formed in NYS)
f)	<u>Sole Proprietor</u>	How many years in business?
g)	Other	Date Established
If Other, explain:		
1.1 Was the <u>Business Entity</u> formed in New York State?		Yes                      No
If "No" indicate jurisdiction where the <u>Business Entity</u> was formed: United States      State Other                      Country		

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

*Note:* **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" as it existed at the time of certifications.**

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR PROFIT CONSTRUCTION (CCA-2)**

EIN:

I. BUSINESS CHARACTERISTICS			
1.2 Is the <u>Business Entity</u> currently <u>registered to do business in New York State</u> ? <i>Note: Select "Not Required" if the <u>Business Entity</u> is a <u>Sole Proprietor</u> or <u>General Partnership</u></i>			Yes    No Not Required
If "No," explain why the <u>Business Entity</u> is not required to be <u>registered to do business in New York State</u> :			
1.3 Is the responding <u>Business Entity</u> a <u>Joint Venture</u> ? Note: If the submitting <u>Business Entity</u> is a <u>Joint Venture</u> , also submit a separate questionnaire for each <u>Business Entity</u> comprising the <u>Joint Venture</u> .			Yes    No
1.4 If the <u>Business Entity</u> 's <u>Principal Place of Business</u> is not in New York State, does the <u>Business Entity</u> maintain an office in New York State? <i>(Select "N/A" if <u>Principal Place of Business</u> is in New York State.)</i>			Yes    No N/A
If "Yes," provide the address and telephone number for one office located in New York State.			
1.5 Is the <u>Business Entity</u> a New York State certified <u>Minority-Owned Business Enterprise</u> , or <u>Women-Owned Business Enterprise</u> , or <u>New York State Small Business</u> , or federally certified <u>Disadvantaged Business Enterprise</u> ?			Yes    No
If "Yes," check all that apply: New York State certified <u>Minority-Owned Business Enterprise</u> (MBE) New York State certified <u>Women-Owned Business Enterprise</u> (WBE) <u>New York State Small Business</u> Federally certified <u>Disadvantaged Business Enterprise</u> (DBE)			
1.6 Identify each person who is, or has been within the past five (5) years, a <u>Business Entity Official</u> or <u>Principal Owner</u> of 5.0% or more of the firm's shares, or one of the five largest shareholders or a director, an officer, a partner or a proprietor. <u>Joint Ventures</u> : Provide information for all firms involved. <i>(Attach additional pages if necessary.)</i>			
Name	Title	Percentage Ownership <i>(Enter 0% if not applicable)</i>	Employment Status with the Firm
			Current    Former
II. AFFILIATE and JOINT VENTURE RELATIONSHIPS			
2.0 Are there any other <u>construction</u> -related firms in which, now or in the past five years, the submitting <u>Business Entity</u> or any of the individuals listed in question 1.6 either owned or owns 5.0% or more of the shares of, or was or is one of the five largest shareholders or a director, officer, partner or proprietor of said other firm?			Yes    No
Firm/Company Name	Firm/Company EIN <i>(If Available)</i>	Firm/Company's Primary Business Activity	

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR PROFIT CONSTRUCTION (CCA-2)**

EIN:

<b>II. AFFILIATE and JOINT VENTURE RELATIONSHIPS</b>		
Firm/Company Address		
Explain relationship with the firm and indicate percent ownership, if applicable (enter N/A, if not applicable):		
Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting <b>Business Entity</b> has in common with this <b>affiliate</b> ?		Yes    No
Individual's Name	Position/Title with Firm/Company	
2.1 Does the <b>Business Entity</b> have any <b>construction</b> -related <b>affiliates</b> not identified in the response to 2.0 above?		Yes    No
Affiliate Name	Affiliate EIN (If available)	Affiliate's Primary Business Activity
Affiliate Address		
Explain relationship with the affiliate and indicate percent ownership, if applicable (enter N/A, if not applicable):		
Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting <b>Business Entity</b> has in common with this firm?		Yes    No
Individual's Name	Position/Title with Firm/Company	
2.2 Has the <b>Business Entity</b> participated in any <b>construction Joint Ventures</b> within the past three (3) years? <i>Attach additional pages if necessary.</i>		Yes    No
Joint Venture Name	Joint Venture EIN (If available)	Identify parties to the Joint Venture
<b>III. CONTRACT HISTORY</b>		
3.0 List the ten most recent <b>construction</b> contracts the <b>Business Entity</b> has completed using Attachment A – Completed Construction Contracts, found at <a href="http://www.osc.state.ny.us/vendrep/documents/questionnaire/ac3294s.pdf">http://www.osc.state.ny.us/vendrep/documents/questionnaire/ac3294s.pdf</a> . If less than ten, include most recent subcontracts on projects up to that number.		
3.1 List all current uncompleted <b>construction</b> contracts by using Attachment B – Uncompleted Construction Contracts, found at <a href="http://www.osc.state.ny.us/vendrep/documents/questionnaire/ac3295s.pdf">http://www.osc.state.ny.us/vendrep/documents/questionnaire/ac3295s.pdf</a> .		
<b>IV. INTEGRITY – CONTRACT BIDDING</b>		
Within the past five (5) years, has the Business Entity, an affiliate or any predecessor company or entity:		
4.0 Been <b>suspended</b> or <b>debarred</b> from any <b>government contracting process</b> or been <b>disqualified</b> on any government procurement?		Yes    No
4.1 Been subject to a denial or revocation of a government prequalification?		Yes    No
4.2 Had any bid rejected by a <b>government entity</b> for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid?		Yes    No
4.3 Had a proposed subcontract rejected by a <b>government entity</b> for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid?		Yes    No
4.4 Had a low bid rejected on a <b>government contract</b> for failure to make <b>good faith efforts</b> on any <b>Minority-Owned Business Enterprise, Women-Owned Business Enterprise or Disadvantaged Business Enterprise</b> goal or <b>statutory affirmative action requirements</b> on a previously held contract?		Yes    No

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR PROFIT CONSTRUCTION (CCA-2)**

EIN:

<b>IV. INTEGRITY – CONTRACT BIDDING</b>		
<b>Within the past five (5) years, has the Business Entity, an affiliate or any predecessor company or entity:</b>		
<b>4.5 Agreed to a voluntary exclusion from bidding/contracting with a <u>government entity</u>?</b>	<b>Yes</b>	<b>No</b>
<b>4.6 Initiated a request to withdraw a bid submitted to a <u>government entity</u> or made any claim of an error on a bid submitted to a <u>government entity</u>?</b>	<b>Yes</b>	<b>No</b>
<i>For each "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, the <u>government entity</u> involved, project(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.</i>		

<b>V. INTEGRITY – CONTRACT AWARD</b>		
<b>Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:</b>		
<b>5.0 Defaulted on or been <u>suspended</u>, cancelled or <u>terminated for cause</u> on any contract?</b>	<b>Yes</b>	<b>No</b>
<b>5.1 Been subject to an <u>administrative proceeding</u> or civil action seeking specific performance or restitution (except any disputed work proceeding) or requiring the <u>Business Entity</u> to enter into a formal monitoring agreement in connection with any <u>government contract</u>?</b>	<b>Yes</b>	<b>No</b>
<b>5.2 Had its surety called upon to complete any contract whether government or private sector?</b>	<b>Yes</b>	<b>No</b>
<i>For each "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, the <u>government entity</u>/owners involved, project(s), contract number(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.</i>		

<b>VI. CERTIFICATIONS/LICENSES</b>		
<b>Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:</b>		
<b>6.0 Had a revocation or <u>suspension</u> of any business or professional permit and/or license?</b>	<b>Yes</b>	<b>No</b>
<b>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 a <u>federal</u> certification of <u>Disadvantaged Business Enterprise</u> status, for other than a change of ownership?</b>	<b>Yes</b>	<b>No</b>
<i>For each "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, the <u>government entity</u> involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.</i>		

<b>VII. LEGAL PROCEEDINGS</b>		
<b>Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:</b>		
<b>7.0 Been the subject of a criminal <u>investigation</u>, whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or <u>federal</u> law?</b>	<b>Yes</b>	<b>No</b>
<b>7.1 Been the subject of:</b> (i) An indictment, grant of immunity, <u>judgment</u> or conviction (including entering into a plea bargain) for conduct constituting a crime; or (ii) Any criminal <u>investigation</u> , felony indictment or conviction concerning the formation of, or any business association with, an allegedly false or fraudulent <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> , or a <u>Disadvantaged Business Enterprise</u> ?	<b>Yes</b>	<b>No</b>
<b>7.2 Received any OSHA citation and Notification of Penalty containing a violation classified as <u>serious</u> or <u>willful</u>?</b>	<b>Yes</b>	<b>No</b>

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR PROFIT CONSTRUCTION (CCA-2)**

EIN:

<b>VII. LEGAL PROCEEDINGS</b>		
<b>Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:</b>		
<b>7.3 Had a <u>government entity</u> find a willful prevailing wage or supplemental payment violation?</b>	<b>Yes</b>	<b>No</b>
<b>7.4 Had a New York State Labor Law violation deemed willful?</b>	<b>Yes</b>	<b>No</b>
<b>7.5 Entered into a consent order with the New York State Department of Environmental Conservation, or a <u>federal</u>, state or local government enforcement determination involving a violation of <u>federal</u>, state or local environmental laws?</b>	<b>Yes</b>	<b>No</b>
<b>7.6 Other than previously disclosed, been the subject of any <u>citations, notices, violation orders</u>, pending administrative hearings or proceedings or determinations of a violation of:</b>		
▪ <u>Federal</u> , state or local health laws, rules or regulations;	<b>Yes</b>	<b>No</b>
▪ <u>Federal</u> , state or local environmental laws, rules or regulations;	<b>Yes</b>	<b>No</b>
▪ Unemployment insurance or workers compensation coverage or <u>claim</u> requirements;	<b>Yes</b>	<b>No</b>
▪ Any labor law or regulation, which was deemed willful;	<b>Yes</b>	<b>No</b>
▪ Employee Retirement Income Security Act (ERISA);	<b>Yes</b>	<b>No</b>
▪ <u>Federal</u> , state or local human rights laws;	<b>Yes</b>	<b>No</b>
▪ <u>Federal</u> , state or local security laws?	<b>Yes</b>	<b>No</b>
<i>For each "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, the <u>government entity</u> involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.</i>		

<b>VIII. LEADERSHIP INTEGRITY</b>		
<b>If the Business Entity is a Joint Venture Entity, answer "N/A - Not Applicable" to questions in this section.</b>		
<b>Within the past five (5) years has any individual previously identified or any individual having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the Business Entity with New York State been subject to:</b>		
<b>8.0 A <u>sanction</u> imposed relative to any business or professional permit and/or license?</b>	<b>Yes</b>	<b>No</b>
	N/A	
<b>8.1 A criminal <u>investigation</u>, whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or <u>federal</u> law?</b>	<b>Yes</b>	<b>No</b>
	N/A	
<b>8.2 Misdemeanor or felony charge, indictment or conviction for:</b>		
(i) Any business-related activity including but not limited to fraud, coercion, extortion, bribe or bribe-receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price-fixing or collusive bidding; or	<b>Yes</b>	<b>No</b>
	N/A	
(ii) Any crime, whether or not business-related, the underlying conduct of which related to truthfulness, including but not limited to the filing of false documents or false sworn statements, perjury or larceny?	<b>Yes</b>	<b>No</b>
	N/A	
<b>8.3 A <u>debarment</u> from any <u>government contracting process</u>?</b>	<b>Yes</b>	<b>No</b>
	N/A	
<i>For each "Yes," provide an explanation of the issue(s), the individual involved, the relationship to the submitting <u>Business Entity</u>, the <u>government entity</u> involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.</i>		

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR PROFIT CONSTRUCTION (CCA-2)**

EIN:

IX. FINANCIAL AND ORGANIZATIONAL CAPACITY		
9.0 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> received any <u>formal unsatisfactory performance assessment(s)</u> from any <u>government entity</u> on any contract?		Yes    No
<i>If "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, the <u>government entity</u> involved, relevant dates, 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.</i>		
9.1 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> had any <u>liquidated damages</u> assessed over \$25,000?		Yes    No
<i>If "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, relevant dates, the contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</i>		
9.2 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> had any <u>liens, claims or judgments</u> (not including UCC filings) over \$25,000 filed against the <u>Business Entity</u> which remain undischarged or were unsatisfied for more than 90 days?		Yes    No
<i>If "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, relevant dates, the Lien holder or Claimants' name(s), the amount of the <u>lien(s)</u> and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</i>		
9.3 In the last seven (7) years, has the <u>Business Entity</u> or any <u>affiliate</u> initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?		Yes    No
<i>If "Yes," provide the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, 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.</i>		
9.4 What is the <u>Business Entity's</u> Bonding Capacity?		
a. Single Project	b. Aggregate (All Projects)	
9.5 List <u>Business Entity's</u> Gross Sales for the previous three (3) Fiscal Years:		
1st Year (Indicate year ) Gross Sales	2nd Year (Indicate year ) Gross Sales	3rd Year (Indicate year ) Gross Sales
9.6 List <u>Business Entity's</u> Average Backlog for the previous three (3) fiscal years: (Estimated total value of uncompleted work on outstanding contracts)		
1st Year (Indicate year ) Amount	2nd Year (Indicate year ) Amount	3rd Year (Indicate year ) Amount
9.7 Attach <u>Business Entity's</u> annual <u>financial statement</u> and accompanying notes or complete Attachment C – Financial Information, found at <a href="http://www.osc.state.ny.us/vendrep/documents/questionnaire/ac3296s.pdf">http://www.osc.state.ny.us/vendrep/documents/questionnaire/ac3296s.pdf</a>		

X. FREEDOM OF INFORMATION LAW (FOIL)	
10.0 Indicate whether any information provided herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL). <i>Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL. Attach additional pages if necessary.</i>	Yes    No
<i>Indicate the question number(s) and explain the basis for the claim.</i>	

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR PROFIT CONSTRUCTION (CCA-2)**

**EIN:**

**Certification**

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State contracting entities in making responsibility determinations regarding an award of a contract or approval of a subcontract; (2) recognizes that the Office of the State Comptroller (OSC) will rely on information disclosed in the questionnaire in making responsibility determinations and in approving a contract or subcontract; (3) acknowledges that the New York State contracting entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (4) acknowledges that intentional submission of false or misleading information may constitute a misdemeanor or felony under New York State Penal Law, may be punishable by a fine and/or imprisonment under Federal Law, and may result in 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 will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under 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 contracting entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of Owner/Officer \_\_\_\_\_

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

Title \_\_\_\_\_

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

Address \_\_\_\_\_

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

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

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

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
ATTACHMENT A - COMPLETED CONSTRUCTION CONTRACTS**

EIN:

<b>Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontractson projects up to that number.</b>																				
1.	Agency/Owner	Award Date	Amount	Date Completed																
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**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
ATTACHMENT A - COMPLETED CONSTRUCTION CONTRACTS**

EIN:

<b>Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number.</b>					
<b>Agency/Owner</b>	<b>Award Date</b>	<b>Amount</b>	<b>Date Completed</b>		
<b>Contact Person</b>	<b>Telephone No.</b>	<b>Design Architect and/or Design Engineer</b>			
<b>Contract No.</b>	<b>Prime or Sub</b>	<b>Joint Venture (JV) Name, if applicable</b>	<b>EIN of JV, if applicable</b>		
<b>Agency/Owner</b>	<b>Award Date</b>	<b>Amount</b>	<b>Date Completed</b>		
<b>Contact Person</b>	<b>Telephone No.</b>	<b>Design Architect and/or Design Engineer</b>			
<b>Contract No.</b>	<b>Prime or Sub</b>	<b>Joint Venture (JV) Name, if applicable</b>	<b>EIN of JV, if applicable</b>		
<b>Agency/Owner</b>	<b>Award Date</b>	<b>Amount</b>	<b>Date Completed</b>		
<b>Contact Person</b>	<b>Telephone No.</b>	<b>Design Architect and/or Design Engineer</b>			
<b>Contract No.</b>	<b>Prime or Sub</b>	<b>Joint Venture (JV) Name, if applicable</b>	<b>EIN of JV, if applicable</b>		
<b>Agency/Owner</b>	<b>Award Date</b>	<b>Amount</b>	<b>Date Completed</b>		
<b>Contact Person</b>	<b>Telephone No.</b>	<b>Design Architect and/or Design Engineer</b>			
<b>Contract No.</b>	<b>Prime or Sub</b>	<b>Joint Venture (JV) Name, if applicable</b>	<b>EIN of JV, if applicable</b>		
<b>Agency/Owner</b>	<b>Award Date</b>	<b>Amount</b>	<b>Date Completed</b>		
<b>Contact Person</b>	<b>Telephone No.</b>	<b>Design Architect and/or Design Engineer</b>			
<b>Contract No.</b>	<b>Prime or Sub</b>	<b>Joint Venture (JV) Name, if applicable</b>	<b>EIN of JV, if applicable</b>		
<b>Agency/Owner</b>	<b>Award Date</b>	<b>Amount</b>	<b>Date Completed</b>		
<b>Contact Person</b>	<b>Telephone No.</b>	<b>Design Architect and/or Design Engineer</b>			
<b>Contract No.</b>	<b>Prime or Sub</b>	<b>Joint Venture (JV) Name, if applicable</b>	<b>EIN of JV, if applicable</b>		

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
ATTACHMENT B - UNCOMPLETED CONSTRUCTION CONTRACTS**  
EIN:

<b>Question 3.1: List all current uncompleted construction contracts.</b>									
1.	<b>Agency/Owner</b>		<b>Award Date</b>	<b>Amount</b>	<b>Date Completed</b>				
	<b>Contact Person</b>		<b>Telephone No.</b>	<b>Design Architect and/or Design Engineer</b>					
	<b>Contract No.</b>	<b>Prime or Sub</b>	<b>Joint Venture (JV) Name, if applicable</b>		<b>EIN of JV, if applicable</b>				
			<b>Total Contract Amount</b>	<b>Amount Sublet to Others</b>	<b>Uncompleted Amount</b>				
2.	<b>Agency/Owner</b>		<b>Award Date</b>	<b>Amount</b>	<b>Date Completed</b>				
	<b>Contact Person</b>		<b>Telephone No.</b>	<b>Design Architect and/or Design Engineer</b>					
	<b>Contract No.</b>	<b>Prime or Sub</b>	<b>Joint Venture (JV) Name, if applicable</b>		<b>EIN of JV, if applicable</b>				
			<b>Total Contract Amount</b>	<b>Amount Sublet to Others</b>	<b>Uncompleted Amount</b>				
3.	<b>Agency/Owner</b>		<b>Award Date</b>	<b>Amount</b>	<b>Date Completed</b>				
	<b>Contact Person</b>		<b>Telephone No.</b>	<b>Design Architect and/or Design Engineer</b>					
	<b>Contract No.</b>	<b>Prime or Sub</b>	<b>Joint Venture (JV) Name, if applicable</b>		<b>EIN of JV, if applicable</b>				
			<b>Total Contract Amount</b>	<b>Amount Sublet to Others</b>	<b>Uncompleted Amount</b>				
4.	<b>Agency/Owner</b>		<b>Award Date</b>	<b>Amount</b>	<b>Date Completed</b>				
	<b>Contact Person</b>		<b>Telephone No.</b>	<b>Design Architect and/or Design Engineer</b>					
	<b>Contract No.</b>	<b>Prime or Sub</b>	<b>Joint Venture (JV) Name, if applicable</b>		<b>EIN of JV, if applicable</b>				
			<b>Total Contract Amount</b>	<b>Amount Sublet to Others</b>	<b>Uncompleted Amount</b>				

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
ATTACHMENT B - UNCOMPLETED CONSTRUCTION CONTRACTS**  
EIN:

<b>Question 3.1: List all current uncompleted construction contracts.</b>						
<b>5. Agency/Owner</b>		<b>Award Date</b>	<b>Amount</b>			<b>Date Completed</b>
<b>Contact Person</b>		<b>Design Architect and/or Design Engineer</b>				
<b>Contract No.</b>	<b>Prime or Sub</b>	<b>Joint Venture (JV) Name, if applicable</b>				<b>EIN of JV, if applicable</b>
		<b>Total Contract Amount</b>	<b>Amount Sublet to Others</b>			<b>Uncompleted Amount</b>
<b>6. Agency/Owner</b>		<b>Award Date</b>	<b>Amount</b>			<b>Date Completed</b>
<b>Contact Person</b>		<b>Design Architect and/or Design Engineer</b>				
<b>Contract No.</b>	<b>Prime or Sub</b>	<b>Joint Venture (JV) Name, if applicable</b>				<b>EIN of JV, if applicable</b>
		<b>Total Contract Amount</b>	<b>Amount Sublet to Others</b>			<b>Uncompleted Amount</b>
<b>7. Agency/Owner</b>		<b>Award Date</b>	<b>Amount</b>			<b>Date Completed</b>
<b>Contact Person</b>		<b>Design Architect and/or Design Engineer</b>				
<b>Contract No.</b>	<b>Prime or Sub</b>	<b>Joint Venture (JV) Name, if applicable</b>				<b>EIN of JV, if applicable</b>
		<b>Total Contract Amount</b>	<b>Amount Sublet to Others</b>			<b>Uncompleted Amount</b>
<b>8. Agency/Owner</b>		<b>Award Date</b>	<b>Amount</b>			<b>Date Completed</b>
<b>Contact Person</b>		<b>Design Architect and/or Design Engineer</b>				
<b>Contract No.</b>	<b>Prime or Sub</b>	<b>Joint Venture (JV) Name, if applicable</b>				<b>EIN of JV, if applicable</b>
		<b>Total Contract Amount</b>	<b>Amount Sublet to Others</b>			<b>Uncompleted Amount</b>

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
ATTACHMENT B - UNCOMPLETED CONSTRUCTION CONTRACTS**

EIN:

<b>Question 3.1: List all current uncompleted construction contracts.</b>									
9.		Agency/Owner	Telephone No.	Design Architect and/or Design Engineer	Award Date	Amount	Date Completed		
Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		Total Contract Amount	Amount Sublet to Others	EIN of JV, if applicable		Uncompleted Amount	
10.		Agency/Owner	Telephone No.	Design Architect and/or Design Engineer	Award Date	Amount	Date Completed		
Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		Total Contract Amount	Amount Sublet to Others	EIN of JV, if applicable		Uncompleted Amount	
<b>Grand Total All Uncompleted Contracts</b>									

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
ATTACHMENT C – FINANCIAL INFORMATION**

**EIN:**  
**As of Date:**

**ASSETS**

<u>Current Assets</u>		
1.	<u>Cash</u>	\$
2.	<u>Accounts receivable – less allowance for doubtful accounts</u>	\$
	Retainers included in accounts receivable	
	Claims included in accounts receivable not yet approved or in litigation	
3.	Total accounts receivable	\$
4.	<u>Notes receivable – due within one year</u>	\$
5.	<u>Inventory – materials</u>	\$
	<u>Contract costs in excess of billings on uncompleted contracts</u>	
6.	<u>Accrued income receivable</u>	\$
	Interest	
	Other (list)	
	Total accrued income receivable	\$
7.	<u>Deposits</u>	
	Bid and plan	
	Other (list)	
	Total deposits	\$
8.	<u>Prepaid expenses</u>	
	Income Taxes	
	Insurance	
	Other (List)	
	Total prepaid expenses	\$
9.	<u>Other current assets</u>	
	(List)	
	Total other current assets	\$
10.	<u>Total current assets</u>	\$

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
ATTACHMENT C – FINANCIAL INFORMATION**

**EIN:**

11.	<u>Investments</u>	
	Listed securities present market value	\$
	Unlisted securities present value	
	Total investments	\$
12.	<u>Fixed Assets</u>	
	Land	
	Building and improvements	
	Leasehold improvements	
	Machinery and equipment	
	Automotive equipment	
	Office furniture and fixtures	
	Other (list)	
	Total	\$
	Less: accumulated depreciation	\$
	Total fixed assets net	\$
13.	<u>Other Assets</u>	
	Loans receivable	
	officers	
	employees	
	shareholders	
	Cash surrender value of officers' life insurance	
	Organization expense – net of amortization	
	Notes receivable – due after one year	
	Other (list)	
	Total Other Assets	\$
14.	<u>TOTAL ASSETS</u>	\$

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
ATTACHMENT C – FINANCIAL INFORMATION**

**EIN:**

**LIABILITIES**

15.	<u>Current Liabilities</u>		
	Accounts payable		\$
16.	Loans from shareholders – due within one year		
17.	Notes payable – due within one year		
18.	Mortgage payable – due within one year		
19.	Other payables – due within one year (List)		\$
20.	Total other payables – due within one year		
21.	Billings in excess of costs and estimated earnings		
	Accrued expenses payable	Salaries and wages Employees' benefits Insurance Other	
22.	Total accrued expenses payable		
23.	Dividends payable		
	Income taxes payable	State Federal Other	
24.	Total income taxes payable		\$
25.	Total Current Liabilities		
	Deferred Income Taxes Payable	State Federal Other	
	Total deferred income taxes		\$

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
ATTACHMENT C – FINANCIAL INFORMATION**

EIN:

26.	<u>Long Term Liabilities</u> Loans from shareholders – due after one year Notes payable – due after one year Mortgage – due after one year Other payables – due after one year (List)	\$	
27.	Total long term liabilities <u>Other Liabilities</u> (List)	\$	
28.	Total other liabilities <u>TOTAL LIABILITIES</u>	\$	\$
<u>NET WORTH</u>			
29.	Net Worth (if proprietorship or partnership)	\$	
30.	Stockholders' Equity Common stock issued and outstanding Preferred stock issued and outstanding Retained earnings Total Less: Treasury Stock	\$	\$
31.	<u>TOTAL STOCKHOLDERS EQUITY</u>	\$	
32.	<u>TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY</u>	\$	\$

 **AIA** Document A101™ – 2017 Exhibit A  
**Insurance and Bonds**

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_  
*(In words, indicate day, month and year.)*

for the following **PROJECT**:  
*(Name and location or address)*

**THE OWNER:**  
*(Name, legal status and address)*

**THE CONTRACTOR:**  
*(Name, legal status and address)*

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

This document is intended to be used in conjunction with AIA Document A201™–2017, General Conditions of the Contract for Construction. Article 11 of A201™–2017 contains additional insurance provisions.

**TABLE OF ARTICLES**

- A.1 GENERAL
- A.2 OWNER'S INSURANCE
- A.3 CONTRACTOR'S INSURANCE AND BONDS
- A.4 SPECIAL TERMS AND CONDITIONS

**ARTICLE A.1 GENERAL**

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

**ARTICLE A.2 OWNER'S INSURANCE**

**§ A.2.1 General**

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

**§ A.2.2 Liability Insurance**

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

**§ A.2.3 Required Property Insurance**

**§ A.2.3.1** Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's

Init.

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**§ A.3.4 Performance Bond and Payment Bond**

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

*(Specify type and penal sum of bonds.)*

Type	Penal Sum (\$0.00)
Payment Bond	
Performance Bond	

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

**ARTICLE A.4 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

Sample

**§ A.3.3 Contractor's Other Insurance Coverage**

**§ A.3.3.1** Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

*(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)*

**§ A.3.3.2** The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

*(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)*

- § A.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below.

*(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)*

- § A.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than \_\_\_\_\_ ( \$\_\_ ) per claim and \_\_\_\_\_ ( \$\_\_ ) in the aggregate, for Work within fifty (50) feet of railroad property.
- § A.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than \_\_\_\_\_ ( \$\_\_ ) per claim and \_\_\_\_\_ ( \$\_\_ ) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.
- § A.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.
- § A.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.
- § A.3.3.2.6 Other Insurance**  
*(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)*

Coverage

Limits

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the work involves such hazards.
- .11 Claims related to explosion, collapse, and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than \_\_\_\_\_ ( \$ ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than \_\_\_\_\_ ( \$ ) each accident, \_\_\_\_\_ ( \$ ) each employee, and \_\_\_\_\_ ( \$ ) policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than \_\_\_\_\_ ( \$ ) per claim and \_\_\_\_\_ ( \$ ) in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than \_\_\_\_\_ ( \$ ) per claim and \_\_\_\_\_ ( \$ ) in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than \_\_\_\_\_ ( \$ ) per claim and \_\_\_\_\_ ( \$ ) in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than \_\_\_\_\_ ( \$ ) per claim and \_\_\_\_\_ ( \$ ) in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than \_\_\_\_\_ ( \$ ) per claim and \_\_\_\_\_ ( \$ ) in the aggregate.

- § A.2.5.2 Other Insurance  
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

## ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

### § A.3.1 General

**§ A.3.1.1 Certificates of Insurance.** The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

**§ A.3.1.2 Deductibles and Self-Insured Retentions.** The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

**§ A.3.1.3 Additional Insured Obligations.** To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

### § A.3.2 Contractor's Required Insurance Coverage

**§ A.3.2.1** The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

*(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)*

### § A.3.2.2 Commercial General Liability

**§ A.3.2.2.1** Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than \_\_\_\_\_ ( \$\_\_ ) each occurrence, \_\_\_\_\_ ( \$\_\_ ) general aggregate, and \_\_\_\_\_ ( \$\_\_ ) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to, or destruction of, tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

- § A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.
- § A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.
- § A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.
- § A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.
- § A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.
- § A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.
- § A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

**§ A.2.5 Other Optional Insurance.**

The Owner shall purchase and maintain the insurance selected below.

*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)*

- § A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

**§ A.2.3.1.1 Causes of Loss.** The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

*(Indicate below the cause of loss and any applicable sub-limit.)*

Cause of Loss	Sub-Limit
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**§ A.2.3.1.2 Specific Required Coverages.** The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

*(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)*

Coverage	Sub-Limit
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**§ A.2.3.1.3** Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

**§ A.2.3.1.4 Deductibles and Self-Insured Retentions.** If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

**§ A.2.3.2 Occupancy or Use Prior to Substantial Completion.** The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

**§ A.2.3.3 Insurance for Existing Structures**

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

**§ A.2.4 Optional Extended Property Insurance.**

The Owner shall purchase and maintain the insurance selected and described below.

*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)*



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## **CHAPTER 12, APPENDIX 12-1**

# **CONSTRUCTION CONTRACT REQUIREMENTS**

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If Sponsors use NYSDOT Standard Specifications for their construction projects, include the following Federal requirements in ALL contract bid proposals:

- Certification for Federal Aid Contracts.**
- Disclosure of Lobbying Activities.**
- Non-Collusive Bidding Certification**, this format provides a single signature page for the bidder to sign with all requirements listed.
- U.S. Department of Transportation Hotline Information.**
- Equal Employment Opportunity Requirements.** See Section 102-11 of the NYSDOT Standard Specifications.
- FHWA-1273 Required Contract Provisions.**

**CERTIFICATION FOR FEDERAL AID CONTRACTS**

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting his/her bid or proposal that he/she shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000.00 and that such subrecipients shall certify and disclose accordingly.

**THESE MUST BE INCLUDED IN ALL FEDERAL AID CONTRACTS, AND MUST BE INCLUDED IN EACH BID PROPOSAL WHETHER NYSDOT SPECIFICATIONS OR LOCAL SPECIFICATIONS ARE USED.**

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the

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application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code for the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the Federal covered action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB Control Number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington D.C. 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b>		<b>2. Status of Federal Action:</b>		<b>3. Report Type:</b>	
a. contract		a. bid/offer/application		a. initial filing	
b. grant		b. initial award		b. material change	
c. cooperative agreement		c. post-award		<b>For Material Change Only:</b>	
d. loan				year _____ quarter _____	
e. loan guarantee				date of last report _____	
f. loan insurance					
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:			<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>		
Congressional District, if known:			Congressional District, if known:		
<b>6. Federal Department/Agency:</b>			<b>7. Federal Program Name/Description:</b>		
			CFDA Number, if applicable:		
<b>8. Federal Action Number, if known:</b>			<b>9. Award Amount, if known:</b>		
			\$ _____		
<b>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</b>			<b>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</b>		
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature:		
			Print Name:		
			Title:		
			Telephone No.:		Date:
<b>Federal Use Only:</b>				Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

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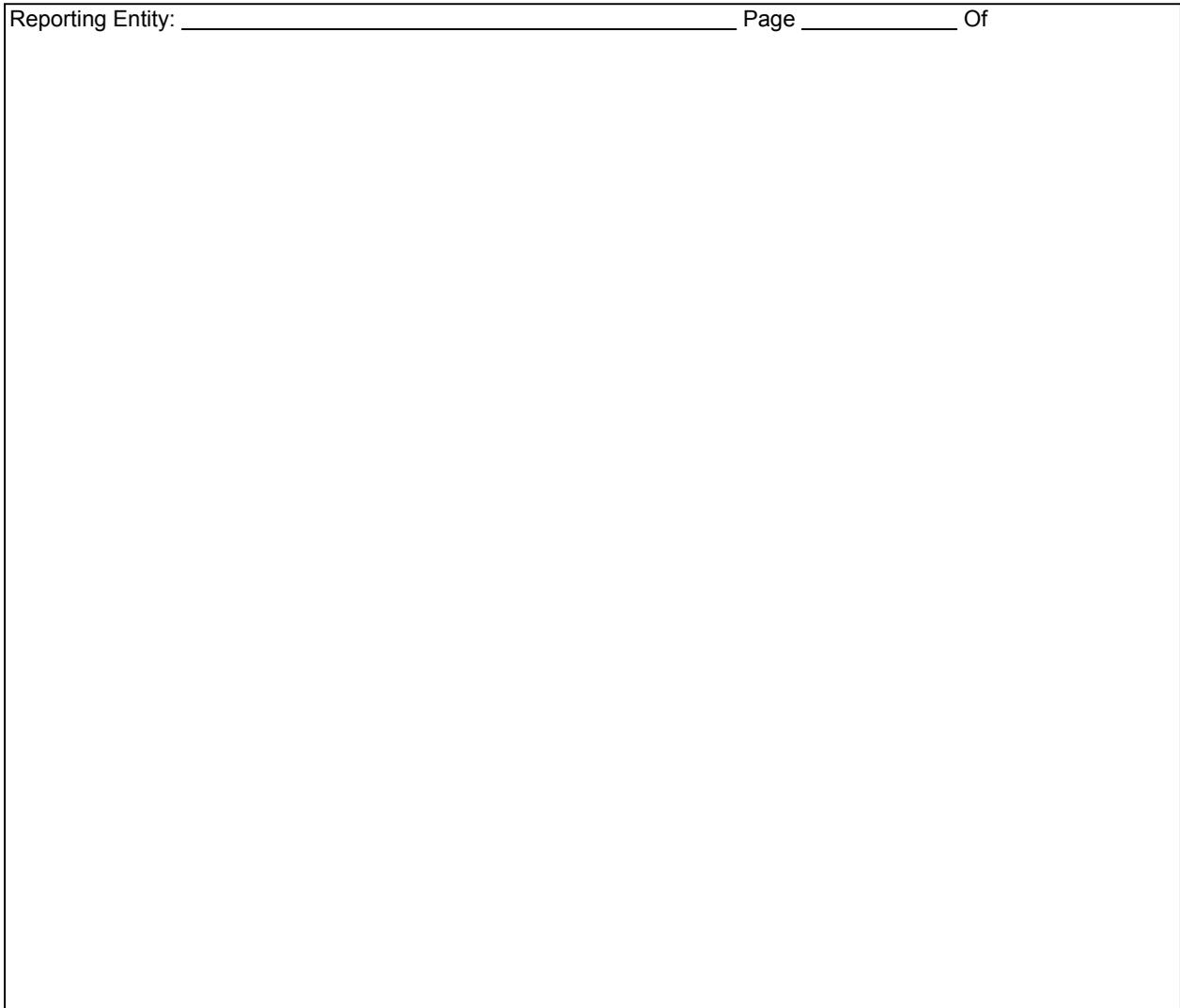
**REQUIREMENTS REGARDING LOBBYING ACTIVITIES ON FEDERAL AID CONTRACTS**

**DISCLOSURE OF LOBBYING ACTIVITIES**

Approved by  
OMB  
0348-0046

Continuation Sheet

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ Of \_\_\_\_\_



Authorized for Local Reproduction - Standard Form LLL

**NON-COLLUSIVE BIDDING CERTIFICATIONS**

**REQUIRED BY SECTION 139-D, STATE FINANCE LAW and SECTION 103-D OF GENERAL MUNICIPAL LAW**

“Section 139-d, SFL and Section 103-d, GML, “Statement of non-collusion in bids to the state.”

1. Every bid hereafter made to the state or any public department, agency, or official thereof, where competitive bidding is required by statute, rule, or regulation, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury:

Non-collusive bidding certification.

(a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

(1) 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;

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

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

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

The fact that the 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 subparagraph one (a).

2. Any bid hereafter made to the state or any public department, agency, or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, or regulation, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder and such authorization shall be deemed to have included 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."

**REQUIRED BY TITLE 23, U. S. CODE, AND SECTION 112. A NON-COLLUSIVE BIDDING CERTIFICATION MUST BE INCLUDED IN EVERY BID PROPOSAL REGARDLESS OF WHETHER NYSDOT SPECIFICATIONS OR LOCAL SPECIFICATIONS ARE USED.**

(A) 2

"By submission of this bid, the bidder does hereby tender to the Owner this sworn statement pursuant to Section 1128 of Title 23, U. S. Code-Highways and does hereby certify, in conformance with said Section 112 of Title 23, U. S. Code-Highways that the said Contractor has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the above contract."

**REQUIRED BY TITLE 49, CFR, VOLUME 1, SUBTITLE A, PART 29**

"The signatory to the proposal, being duly sworn, certifies that, EXCEPT AS NOTED BELOW, his/her company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (of five percent or more ownership):

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any Federal agency within the past three years;
3. Does not have a proposed debarment pending; and
4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

EXCEPTIONS: The Contractor should list any relevant information, attaching additional sheets to the proposal if necessary. (Exceptions will not necessarily result in disapproval, but will be considered in determining responsibility. For any exception noted, the Contractor should indicate to whom it applies, the initiating agency, and the dates of actions. Providing false information may result in criminal prosecution or administrative sanctions).

**THESE MUST BE INCLUDED IN ALL FEDERAL AID CONTRACTS. HOWEVER, THE NYS COLLUSIVE BIDDING CERTIFICATION AND MANY IN USE BY LOCAL GOVERNMENTS ARE ALMOST IDENTICAL AND ARE ACCEPTABLE.**

**THE FOLLOWING PAGES ARE THE REQUIRED CERTIFICATION REGARDING NON-COLLUSIVE BIDDING PROCEDURES AND THE CONTRACTOR'S ELIGIBILITY TO SUBMIT A BID UNDER FEDERAL LAW. THE LAST PAGE IS A GENERAL BIDDER INFORMATION FORM. ALL SHOULD BE INCLUDED IN THE CONTRACT DOCUMENTS, IMMEDIATELY FOLLOWING THE PAGE(S) WHICH CONTAINS THE NON-COLLUSIVE BIDDING REQUIREMENTS. BY SIGNING ONE OF THESE CERTIFICATIONS, THE CONTRACTOR CERTIFIES THAT HE UNDERSTANDS AND AGREES TO BE BOUND BY THE PROVISIONS OF THE FOLLOWING LAWS:**

1. NEW YORK STATE FINANCE LAW, ARTICLE 9, SECTION 139-d
2. TITLE 49, CFR, PART 29
3. TITLE 23, U. S. CODE-HIGHWAYS, SECTION 112

THE CONTRACTOR SHOULD CHOOSE THE APPROPRIATE NOTARIZATION WHICH CORRESPONDS TO THE TYPE OF COMPANY (SOLE PROPRIETORSHIP, PARTNERSHIP, OR CORPORATION) THAT HE/SHE REPRESENTS OR IS AFFILIATED WITH. ALL BIDDERS SHOULD FILL OUT THE APPROPRIATE SECTION OF THE BIDDER INFORMATION SHEET.

BY EXECUTING THIS DOCUMENT, THE CONTRACTOR AGREES TO:

1. Perform all work listed in accordance with the Contract Documents at the unit prices bid; subject to the provisions of Section 104 -04, Standard Specifications, Construction and Materials, published by the New York State Department of Transportation, and dated May 4, 2006, if applicable;
2. All the terms and conditions of the non-collusive bidding certifications required by Section 139-d of the State Finance Law, and Section 112, Title 23, U.S. Code;
3. Certification of Specialty Items category selected, if contained in this proposal;
4. Certification of any other clauses required by this proposal and contained herein;
5. Certification, under penalty of perjury, as to the current history regarding suspensions, debarments, voluntary exclusions, determinations of ineligibility, indictments, convictions, or civil judgments required by 49 CFR Part 29.

Date:

(Legal Name of Person, Corporation, or Firm Which  
is Submitting Bid or Proposal)

BY: \_\_\_\_\_  
(Signature of Person Representing Above)

AS: \_\_\_\_\_  
(Official Title of Signator in Above Firm)  
(Acknowledgment by Individual Contractor, If a Corporation)

STATE OF NEW YORK            )  
  ) SS:  
COUNTY OF                    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me  
personally came \_\_\_\_\_, to me known and known  
to me to be the person who executed the above instrument, who being duly sworn by me, did  
depose and say that he/she resides at

\_\_\_\_\_, and that he/she is the  
of the

the corporation described in and which executed the above instrument, and that he/she signed  
his/her name thereto on behalf of said Corporation by order of the Board of Directors of said  
Corporation.

Notary Public

(Acknowledgment by Co-Partnership Contractor)

STATE OF NEW YORK            )  
  ) SS:  
COUNTY OF                    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before  
me  
personally came \_\_\_\_\_, to me known and known  
to  
me to be the person described in and who executed the above instrument, who, being duly  
sworn  
by me, did for himself/herself depose and say that he/she is a member of the firm of  
, consisting of himself/ herself and  
, and that he/she executed the foregoing instrument in the firm name of  
and that  
he/she had authority to sign same, and did duly acknowledge to me that he/she executed same  
as  
the act and deed of said firm of \_\_\_\_\_ for the uses  
and  
purposes mentioned herein.

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

(Acknowledgment by Individual Contractor)

STATE OF NEW YORK                    )  
  ) SS:  
COUNTY OF                            )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
before me personally came \_\_\_\_\_, to me known and

known to me to be described in and who executed the foregoing instrument, and that he/she  
acknowledged that he/she executed the same.

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

**NON-COLLUSIVE BIDDING CERTIFICATION BIDDER INFORMATION**

Bidder to provide information listed below:

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

Street or P. O. Box No. \_\_\_\_\_

\_\_\_\_\_  
City

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

Federal Identification No.: \_\_\_\_\_

Name of Contact Person: \_\_\_\_\_

Phone # of Contact Person: \_\_\_\_\_

If Bidder is a Corporation:

President's Name & Address:  
\_\_\_\_\_

Secretary's Name & Address:  
\_\_\_\_\_

Treasurer's Name & Address:  
\_\_\_\_\_

If Bidder is a Partnership:

Partner's Name & Address:

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Partner's Name & Address:

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If Bidder is a Sole Proprietorship:

Owner's Name & Address:

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**REPORTING VIOLATIONS OF NON-COLLUSIVE BIDDING PROCEDURES,  
MISCONDUCT, OR OTHER PROHIBITED CONTRACT ACTIVITIES**

U. S. DEPARTMENT OF TRANSPORTATION HOTLINE. Persons with knowledge of bid collusion (i.e., contractors, suppliers, workers, etc.) or other questionable contract related practices (inadequate materials, poor workmanship, theft of materials, etc.) are encouraged to report such activities by calling the U. S. D. O. T. HOTLINE. The HOTLINE number is 1-800-424-9071 and calls will be answered from 8:00 A.M. to 5:00 P.M. EST, Monday thru Friday. This HOTLINE is under the direction of the U.S.D.O.T.'s Inspector General. All information will be treated confidentially and the caller's anonymity will be respected.

NEW YORK STATE INSPECTOR GENERAL HOTLINE. Reports of New York State Governmental Misconduct may be made in strict confidence to the New York State Inspector General on the Toll Free Statewide HOTLINE or by writing to the Office of the Inspector General. The Toll Free Statewide HOTLINE telephone number is 1-800-367-4448 and calls will be answered between 8:00 A.M. and 4:30 P.M., Monday through Friday. The address of the Office of the State Inspector General is the State Capitol, Executive Chamber, Albany, New York 12224.

**THIS IS REQUIRED IN ALL FEDERAL AID CONTRACTS.**



REVISED JULY 2012

**EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS**

**[SEE SECTION 102-11 OF THE  
NEW YORK STATE  
DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS]**

GOALS FOR MINORITY PARTICIPATION IN THE CONSTRUCTION INDUSTRY

COUNTY	% GOAL	COUNTY	% GOAL	COUNTY	% GOAL
Albany	3.2	Herkimer	2.1	Richmond	*
Allegany	6.3	Jefferson	2.5	Rockland	22.6
Broome	1.1	Kings	*	St. Lawrence	2.5
Bronx	*	Lewis	2.5	Saratoga	3.2
Cattaraugus	6.3	Livingston	5.3	Schenectady	3.2
Cayuga	2.5	Madison	3.8	Schoharie	2.6
Chautauqua	6.3	Monroe	5.3	Schuyler	1.2
Chemung	2.2	Montgomery	3.2	Seneca	5.9
Chenango	1.2	Nassau	5.8	Steuben	1.2
Clinton	2.6	New York	*	Suffolk	5.8
Columbia	2.6	Niagara	7.7	Sullivan	17.0
Cortland	2.5	Oneida	2.1	Tioga	1.1
Delaware	1.2	Onondaga	3.8	Tompkins	1.2
Dutchess	6.4	Ontario	5.3	Ulster	17.0
Erie	7.7	Orange	17.0	Warren	2.6
Essex	2.6	Orleans	5.3	Washington	2.6
Franklin	2.5	Oswego	3.8	Wayne	5.3
Fulton	2.6	Otsego	1.2	Westchester	22.6
Genesee	5.9	Putnam	22.6	Wyoming	6.3
Greene	2.6	Queens	*	Yates	5.9
Hamilton	2.6	Rensselaer	3.2		

\* The following goal ranges are applicable to the indicated trades in the Counties of Bronx, Kings, New York, Queens, and Richmond:

Electricians.....	9.0 to 10.2
Carpenters.....	27.6 to 32.0
Steam Fitters.....	2.2 to 13.5
Metal Lathers.....	26.0 to 28.6
Operating Engineers.....	25.6 to 26.0
Plumbers.....	12.0 to 14.5
Iron Workers (Structural).....	25.9 to 32.0
Elevator Constructors.....	5.5 to 6.5
Bricklayers.....	13.4 to 15.5
Asbestos Workers.....	22.8 to 28.0
Roofers.....	6.3 to 7.5
Iron Workers (Ornamental).....	22.4 to 23.0
Cement Masons.....	23.0 to 27.0
Glaziers.....	16.0 to 20.0
Plasterers.....	15.8 to 18.0
Teamsters.....	22.0 to 22.5
Boilermakers.....	13.0 to 15.5
All Others.....	16.4 to 17.5

GOALS FOR WOMEN

Female Goals - 6.9%

Goals for the utilization of women by Federal and Federally assisted construction contractors were last published on April 7, 1978 (43 CFR 4988, 149000). That April 7, 1978 publication included a 6.9% goal for the period from April 1, 1980 until March 31, 1981. Pursuant to 41 CFR 60-4.6, the 6.9% goal for female utilization is extended until further notice

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

**II. NONDISCRIMINATION**

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

##### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**RESTORATION OF YORKTOWN HEIGHTS RAILROAD STATION  
REVISED – APRIL 2, 2018**

**NEW YORK STATE  
DAVIS-BACON  
WAGE RATE SCHEDULES**

State Wage Rate Schedules are included herein as a courtesy to Contractors only. The Owner and the Architect do not warrant the accuracy or pertinency of the wage rates stated. It shall be the sole responsibility of each Contractor to pay wages at least equal to current and future Wage Rate Schedules which are applicable to this project throughout the entire duration of the contract without claiming extra costs.

State Wage Rate Schedules and Davis-Bacon Wages shall be updated to be current to within 10 days of the project letting and shall be inserted herein. The higher of the two rates will be paid.



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Town of Yorktown  
Maura Weissleder, Deputy Town Clerk  
363 Underhill Avenue  
Yorktown Heights NY 10598

Schedule Year 2018  
Date Requested 07/23/2018  
PRC# 2018008760

Location Yorktown Heights  
Project ID#  
Project Type Restore inactive railroad station building

### PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

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

The schedule is effective from July 2018 through June 2019. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website [www.labor.state.ny.us](http://www.labor.state.ny.us). Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

#### NOTICE OF COMPLETION / CANCELLATION OF PROJECT

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

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

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



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

## Introduction

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

## Responsibilities of the Department of Jurisdiction

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

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

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

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

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

## Hours

No laborer, worker, or mechanic in the employ of a contractor or subcontractor engaged in the performance of any public work project shall be permitted to work more than eight hours in any day or more than five days in any week, except in cases of extraordinary emergency. The contractor and the Department of Jurisdiction (Contracting Agency) may apply to the Bureau of Public Work for a dispensation permitting workers to work additional hours or days per week on a particular public work project. There are very few exceptions to this rule. Complete information regarding these exceptions is available on the "[4 Day / 10 Hour Work Schedule](#)" form (PW 30.1).

## Wages and Supplements

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

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

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

## 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. Payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

The filing of payrolls to the Department of Jurisdiction is a condition of payment. Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The original payrolls or transcripts must be maintained for a period of at least (5) years, by the Department of Jurisdiction (Contracting Agency), from the project's date of completion. The Department of Jurisdiction (Contracting Agency) shall collect, review for facial validity, and maintain such payrolls.

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

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

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

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

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

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

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

### **Withholding of Payments**

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

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

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

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

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

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

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

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

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

## **Apprentices**

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

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

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

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

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

## **Interest and Penalties**

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

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

## **Debarment**

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

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

## **Criminal Sanctions**

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

## **Discrimination**

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

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

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

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

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

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

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

### **Workers' Compensation**

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

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

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

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

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

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

### **Unemployment Insurance**

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



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Town of Yorktown  
Maura Weissleder, Deputy Town Clerk  
363 Underhill Avenue  
Yorktown Heights NY 10598

Schedule Year 2018  
Date Requested 07/23/2018  
PRC# 2018008760

Location Yorktown Heights  
Project ID#  
Project Type Restore inactive railroad station building

### Notice of Contract Award

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

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

### Contractor Information

All information must be supplied

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

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



# IMPORTANT NOTICE

FOR

## CONTRACTORS & CONTRACTING AGENCIES

### Social Security Numbers on Certified Payrolls

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

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

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

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

## **Budget Policy & Reporting Manual**

# **B-610**

### **Public Work Enforcement Fund**

*effective date December 7, 2005*

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#### **1. Purpose and Scope:**

This Item describes the Public Work Enforcement Fund (the Fund, PWEF) and its relevance to State agencies and public benefit corporations engaged in construction or reconstruction contracts, maintenance and repair, and announces the recently-enacted increase to the percentage of the dollar value of such contracts that must be deposited into the Fund. This item also describes the roles of the following entities with respect to the Fund:

- New York State Department of Labor (DOL),
- The Office of the State of Comptroller (OSC), and
- State agencies and public benefit corporations.

#### **2. Background and Statutory References:**

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

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

#### **3. Procedures and Agency Responsibilities:**

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

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

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

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

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

Reports should contain the following information:

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

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

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

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

# **Construction Industry Fair Play Act**

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

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

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

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

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



# WORKER NOTIFICATION

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

*Effective February 24, 2008*

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

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

# Attention Employees

**THIS IS A: PUBLIC WORK PROJECT**

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

Chapter 629 of the Labor Laws of 2007:

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

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

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

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

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

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



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

*Effective July 18, 2008*

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

***NOTE: The OSHA 10 Legislation only applies to workers on a public work project that are required, under Article 8, to receive the prevailing wage.***

## Where to find OSHA 10-hour Construction Course

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

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

2. OSHA Training Institute Education Centers:

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

Rochester, NY

Donna Winter

Fax (585) 475-6292

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

(866) 385-7470 Ext. 2919

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

### **Atlantic OSHA Training Center**

UMDNJ – School of Public Health

Piscataway, NJ

Janet Crooks

Fax (732) 235-9460

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

(732) 235-9455

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

### **Atlantic OSHA Training Center**

University at Buffalo

Buffalo, New York

Joe Syracuse

Fax (716) 829-2806

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

(716) 829-2125

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

### **Keene State College**

Manchester, NH

Leslie Singleton

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

(800) 449-6742

[www.keene.edu/courses/print/courses\\_osh.cfm](http://www.keene.edu/courses/print/courses_osh.cfm)

3. List of trainers and training schedules for OSHA outreach training at:

[www.OutreachTrainers.org](http://www.OutreachTrainers.org)

# Requirements for OSHA 10 Compliance

Chapter 282 of the Laws of 2007, codified as Labor Law 220-h took effect on July 18, 2008. The statute provides as follows:

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

The Bureau will enforce the statute as follows:

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

Proof of completion may include but is not limited to:

- Copies of bona fide course completion card (*Note: Completion cards do not have an expiration date.*)
- Training roster, attendance record of other documentation from the certified trainer pending the issuance of the card.
- Other valid proof

\*\*A certification by the employer attesting that all employees have completed such a course is not sufficient proof that the course has been completed.

Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-485-5696.

# WICKS Reform 2008

(For all contracts advertised or solicited for bid on or after 7/1/08)

- Raises the threshold for public work projects subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work. The total project's threshold would increase from \$50,000 to: \$3 million in Bronx, Kings, New York, Queens and Richmond counties; \$1.5 million in Nassau, Suffolk and Westchester counties; and \$500,000 in all other counties.
- For projects below the monetary threshold, bidders must submit a sealed list naming each subcontractor for the plumbing, HVAC and electrical work and the amount to be paid to each. The list may not be changed unless the public owner finds a legitimate construction need, including a change in specifications or costs or use of a Project Labor Agreement (PLA), and must be open to public inspection.
- Allows the state and local agencies and authorities to waive the Wicks Law and use a PLA if it will provide the best work at the lowest possible price. If a PLA is used, all contractors shall participate in apprentice training programs in the trades of work it employs that have been approved by the Department of Labor (DOL) for not less than three years. They shall also have at least one graduate in the last three years and use affirmative efforts to retain minority apprentices. PLA's would be exempt from Wicks, but deemed to be public work subject to prevailing wage enforcement.
- The Commissioner of Labor shall have the power to enforce separate specification requirements on projects, and may issue stop-bid orders against public owners for non-compliance.
- Other new monetary thresholds, and similar sealed bidding for non-Wicks projects, would apply to certain public authorities including municipal housing authorities, NYC Construction Fund, Yonkers Educational Construction Fund, NYC Municipal Water Finance Authority, Buffalo Municipal Water Finance Authority, Westchester County Health Care Association, Nassau County Health Care Corp., Clifton-Fine Health Care Corp., Erie County Medical Center Corp., NYC Solid Waste Management Facilities, and the Dormitory Authority.
- Reduces from 15 to 7 days the period in which contractors must pay subcontractors.

## **IMPORTANT INFORMATION**

**Regarding Use of Form PW30.1  
(Previously 30R)**

**“Employer Registration for Use of 4 Day / 10 Hour Work Schedule”**

### **To use the ‘4 Day / 10 Hour Work Schedule’:**

There **MUST** be a *Dispensation of Hours (PW30)* in place on the project

***AND***

You **MUST** register your intent to work 4 / 10 hour days, by completing the PW30.1 Form.

***REMEMBER...***

The ‘4 Day / 10 Hour Work Schedule’ applies **ONLY** to Job Classifications and Counties listed on the PW30.1 Form.

Do not write in any additional Classifications or Counties.

**(Please note :** For each Job Classification check the individual wage schedule for specific details regarding their 4/10 hour day posting.)

# Instructions for Completing Form PW30.1

(Previously 30R)

## “Employer Registration for Use of 4 Day / 10 Hour Work Schedule”

### ***Before completing Form PW30.1 check to be sure ...***

- There is a *Dispensation of Hours* in place on the project.
- The 4 Day / 10 Hour Work Schedule applies to the Job Classifications you will be using.
- The 4 Day / 10 Hour Work Schedule applies to the County / Counties where the work will take place.

### **Instructions (Type or Print legibly):**

#### Contractor Information:

- Enter the Legal Name of the business, FEIN, Street Address, City, State, Zip Code; the Company’s Phone and Fax numbers; and the Company’s email address (if applicable)
- Enter the Name of a Contact Person for the Company along with their Phone and Fax numbers, and the personal email address (if applicable)

#### Project Information:

- Enter the Prevailing Rate Case number (PRC#) assigned to this project
- Enter the Project Name / Type (i.e. Smithtown CSD – Replacement of HS Roof)
- Enter the Exact Location of Project (i.e. Smithtown HS, 143 County Route #2, Smithtown,NY; Bldgs. 1 & 2)
- If you are a Subcontractor, enter the name of the Prime Contractor for which you work
- On the Checklist of Job Classifications -
  - Go to pages 2 and 3 of the form
  - Place a checkmark in the box to the right of the Job Classification you are choosing
  - Mark all Job Classifications that apply

\*\*\*Do not write in any additional Classifications or Counties.\*\*\*

#### Requestor Information:

- Enter the name of the person submitting the registration, their title with the company , and the date the registration is filled out

#### Return Completed Form:

- **Mail** the completed PW30.1 form to: NYSDOL Bureau of Public Work, SOBC – Bldg.12 – Rm.130, Albany, NY 12240 **-OR-**
- **Fax** the completed PW30.1 form to: NYSDOL Bureau of Public Work at (518)485-1870



Bureau of Public Work Harriman  
State Office Campus  
Building 12, Room 130  
Albany, New York 12240  
Phone: (518) 457-5589 | Fax: (518) 485-1870  
[www.labor.ny.gov](http://www.labor.ny.gov)

## Employer Registration for Use of 4 Day / 10 Hour Work Schedule

Before completing this form, make sure that:

- There is a **Dispensation of Hours** in place on the project.
- The 4 Day / 10 Hour Work Schedule applies to the Job Classifications you will be using.
- The 4 Day / 10 Hour Work Schedule applies to the County / Counties where the work will take place.

Please **type or print** the requested information and then **mail or fax** to the address above.

### Contractor Information

Company Name: \_\_\_\_\_ FEIN: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone No: \_\_\_\_\_ Fax No: \_\_\_\_\_ Email: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone No: \_\_\_\_\_ Fax No: \_\_\_\_\_ Email: \_\_\_\_\_

### Project Information

Project PRC#: \_\_\_\_\_ Project Name/Type: \_\_\_\_\_

Exact Location  
of Project: \_\_\_\_\_ County: \_\_\_\_\_

(If you are Subcontractor)

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

Job Classification(s) to Work 4/10 Schedule: *(Choose all that apply on Job Classification Checklist - Pages 3-8)*  
*\*\*\* Do not write in any additional Classifications or Counties\*\*\**

### Requestor Information

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

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

Please use the list below with the number assigned to each county as a reference to the corresponding numbers listed in the following pages under **Entire Counties & Partial Counties**.

- |     |                             |     |                                 |
|-----|-----------------------------|-----|---------------------------------|
| 1.  | Albany County               | 33. | Oneida County                   |
| 2.  | Allegany County             | 34. | Onondaga County                 |
| 3.  | Bronx County                | 35. | Ontario County                  |
| 4.  | Broome County               | 36. | Orange County                   |
| 5.  | Cattaraugus County          | 37. | Orleans County                  |
| 6.  | Cayuga County               | 38. | Oswego County                   |
| 7.  | Chautauqua County           | 39. | Otsego County                   |
| 8.  | Chemung County              | 40. | Putnam County                   |
| 9.  | Chenango County             | 41. | Queens County                   |
| 10. | Clinton County              | 42. | Rensselaer County               |
| 11. | Columbia County             | 43. | Richmond County (Staten Island) |
| 12. | Cortland County             | 44. | Rockland County                 |
| 13. | Delaware County             | 45. | Saint Lawrence County           |
| 14. | Dutchess County             | 46. | Saratoga County                 |
| 15. | Erie County                 | 47. | Schenectady County              |
| 16. | Essex County                | 48. | Schoharie County                |
| 17. | Franklin County             | 49. | Schuyler County                 |
| 18. | Fulton County               | 50. | Seneca County                   |
| 19. | Genesee County              | 51. | Steuben County                  |
| 20. | Greene County               | 52. | Suffolk County                  |
| 21. | Hamilton County             | 53. | Sullivan County                 |
| 22. | Herkimer County             | 54. | Tioga County                    |
| 23. | Jefferson County            | 55. | Tompkins County                 |
| 24. | Kings County (Brooklyn)     | 56. | Ulster County                   |
| 25. | Lewis County                | 57. | Warren County                   |
| 26. | Livingston County           | 58. | Washington County               |
| 27. | Madison County              | 59. | Wayne County                    |
| 28. | Monroe County               | 60. | Westchester County              |
| 29. | Montgomery County           | 61. | Wyoming County                  |
| 30. | Nassau County               | 62. | Yates County                    |
| 31. | New York County (Manhattan) |     |                                 |
| 32. | Niagara County              |     |                                 |

### Job Classification Checklist

**(Place a checkmark by all classifications that will be using the 4/10 schedule)**

*\*\*\* Do not write in any additional Classifications or Counties\*\*\**

<b>Job Classification</b>	<b>Tag #</b>	<b>Entire Counties</b>	<b>Partial Counties</b>	<b>Check Box</b>
Carpenter – Building	276B-All	7	2 ,5	
Carpenter – Building	276B-Cat	15	5	
Carpenter – Building	276-B-LIV	26, 28, 35, 59	61	
Carpenter – Building	276B-Gen	19, 32, 37	61	
Carpenter – Heavy & Highway	276HH-All	2, 5, 7		
Carpenter – Heavy & Highway	276HH-Erie	15		
Carpenter – Heavy & Highway	276HH- Gen	19, 32, 37, 61		
Carpenter – Heavy & Highway	276HH-Liv	26, 28, 35, 59		
Carpenter – Residential	276R-All	7	2, 5	
Carpenter – Building	277B-Bro	4, 54		
Carpenter – Building	277B-CAY	6, 50, 62		
Carpenter – Building	277B-CS	8, 12, 49, 51, 55	2	
Carpenter – Building	277 JLS	23, 25, 45		
Carpenter – Building	277 omh	22, 27, 33		
Carpenter – Building	277 On	34		
Carpenter – Building	277 Os	38		
Carpenter – Building	277CDO Bldg	9, 13, 39		
Carpenter – Heavy & Highway	277CDO HH	9, 13, 39		
Carpenter – Heavy & Highway	277HH-BRO	4, 6, 8, 12, ,22, 23, 25, 27, 33, 34, 38, 45, 49, 50, 51, 54, 55, 62		
Carpenter – Building	291B-Alb	1, 18, 20, 29, 42, 47, 48		
Carpenter – Building	291B-Cli	10, 16, 17		
Carpenter – Building	291B-Ham	21, 57, 58		
Carpenter – Building	291B-Sar	46		
Carpenter – Heavy & Highway	291HH-Alb	1, 10, 16, 17,18, 20, 21, 29, 42, 46, 47, 48, 57, 58		
Electrician	25m	30, 52		
Electrician – Teledata Cable Splicer	43	12, 22, 27, 33, 38	6, 9, 34, 39, 55, 59	

### Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

\*\*\* Do not write in any additional Classifications or Counties\*\*\*

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Electrician	86	26, 28	19, 35, 37, 59, 61	
Electrician	840 Teledata and 840 Z1	62	6, 34, 35, 50, 59	
Electrician	910	10, 16, 17, 23, 25, 45		
Electrical Lineman	1049Line/Gas	30, 41, 52		
Electrical Lineman	1249a	1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 32, 33, 34, 35, 36, 37, 38, 39, 40, 42, 44, 46, 47, 48, 49, 50, 45, 51, 53, 54, 55, 56, 57, 58, 59, 61, 62		
Electrical Lineman	1249a West	60		
Electrical Lineman	1249a-LT	1, 2, 4, 5, 6, 7, 8, 9, 10, 12, 13, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 32, 33, 34, 35, 37, 38, 39, 42, 46, 47, 48, 49, 50, 45, 51, 53, 54, 55, 57, 58, 59, 61, 62		
Electrical Lineman	1249aREG8LT	11, 14, 36, 40, 44, 56		
Electrical Lineman	1249aWestLT	60		
Elevator Constructor	138	11, 14, 20, 36, 40, 53, 56	13, 44, 60	
Elevator Constructor	14	2, 5, 7, 15, 19, 32, 37, 61		
Elevator Constructor	27	8, 26, 28, 35, 49, 50, 51, 59, 62		
Elevator Constructor	35	1, 10, 16, 18, 21, 22, 29, 39, 42, 46, 47, 48, 57, 58		
Elevator Constructor	62.1	4, 6, 9, 12, 23, 25, 27, 33, 34, 38, 45, 54, 55	13	
Glazier	201	1, 10, 11, 16, 17, 18, 20, 21, 29, 42, 46, 47, 48, 57, 58		
Glazier	660r	2, 5, 7, 15, 19, 32, 37, 61		
Glazier	660	2, 5, 7, 15, 19, 32, 37, 61		
Glazier	677.1	23, 25, 26, 28, 35, 45, 50, 59, 62		
Glazier	677Z-2	6, 12, 22, 27, 33, 34, 38		
Glazier	677z3	4, 8, 9, 13, 39, 49, 51, 54, 55		
Glazier	677r.2	6, 12, 22, 27, 33, 34, 38		
Insulator – Heat & Frost	30-Syracuse	4, 6, 8, 9, 12, 22, 23, 25, 27, 33, 34, 38, 39, 49, 50, 45, 54, 55		
Laborer – Building	621b	2, 7	5	
Laborer – Building	633 bON	34		

### Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

\*\*\* Do not write in any additional Classifications or Counties\*\*\*

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Laborer – Building	633b Cay	6		
Laborer – Building	633bOS	38		
Laborer – Building	785(7)	4	9, 13, 54	
Laborer – Building	785B-CS	8, 51	49	
Laborer – Building	7-785b	12, 55	49, 54	
Laborers – Heavy & Highway	157h/h	47	18, 29, 46	
Laborers – Heavy & Highway	190 h/h	1, 42, 58	11, 20, 46	
Laborers – Heavy & Highway	35/2h	21, 22, 27, 33	18, 29	
Laborer – Residential	621r	2, 7	5	
Laborers – Tunnel	157	47	18, 29, 46	
Laborers – Tunnel	35T	21, 22, 27, 33	18, 29	
Laborers – Tunnel	190	1, 42, 58	11, 20, 46	
Mason – Building	2TS.1	1, 10, 11, 16, 17, 18, 20, 21, 29, 42, 46, 47, 48, 57, 58		
Mason – Building	2TS.2	22, 23, 25, 33, 45	27	
Mason – Building	2TS.3	6, 34, 38	27	
Mason – Building	2b-on	34		
Mason – Building	2b.1	1, 11, 18, 20, 21, 29, 42, 46, 47, 48, 58	57	
Mason – Building	2b.2	22, 33	25	
Mason – Building	2b.3	6, 34	27	
Mason – Building	2b.4	38		
Mason – Building	2b.5	23	25	
Mason – Building	2b.6	45		
Mason – Building	2b.8	10, 16, 17	57	
Mason – Building	3b-Co-Z2	8, 49, 51	2	
Mason – Building	3B-Z1	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Building – Residential	3B-Z1R	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Building	3B-Bing-Z2	4, 9, 13, 39, 54		
Mason – Building	3B-lth-Z2	12, 55		

### Job Classification Checklist

**(Place a checkmark by all classifications that will be using the 4/10 schedule)**

*\*\*\* Do not write in any additional Classifications or Counties\*\*\**

<b>Job Classification</b>	<b>Tag #</b>	<b>Entire Counties</b>	<b>Partial Counties</b>	<b>Check Box</b>
Mason – Building	3B-Jam-Z2	7	2, 5	
Mason – Building – Residential	3B-Jam-Z2R	2, 4, 8, 7, 9, 12, 39, 13, 49, 51, 54, 55	5	
Mason – Building	3B-Z3	15, 32	5	
Mason – Building	3B-Z3.Orleans	37		
Mason – Residential	3B-Z3R	15, 32	5	
Mason – Residential	3B-z3R.Orleans	37		
Mason - Heavy & Highway	3h	2, 4, 8, 7, 9, 12, 13, 19, 26, 28, 35, 37, 39, 49, 50, 51, 54, 55, 59, 61, 62	5, 15, 32	
Mason – Tile Finisher	3TF-Z1	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Tile Finisher	3TF-Z2	2, 4, 8, 7, 9, 12, 13, 39, 49, 51, 54, 55	5	
Mason – Tile Finisher	3TF-Z3	15, 32, 37	5	
Mason – Tile Finisher	3TF-Z1R	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Tile Finisher	3TF-Z2R	2, 4, 7, 9, 12, 13, 39, 49, 51, 54, 55	5	
Mason – Tile Finisher	3TF-Z3R	15, 32, 37	5	
Mason – Tile Setter	3TS-Z1	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Tile Setter Residential	3TS-Z1R	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Tile Setter	3TS-Z2	2, 4, 7, 8, 9, 12, 13, 39, 49, 51, 54, 55	5	
Mason – Tile Setter Residential	3TS-Z2R	2, 4, 7, 8, 9, 12, 13, 39, 49, 51, 54, 55	5	
Mason – Tile Setter	3TS-Z3	15, 32, 37	5	
Mason – Tile Setter Residential	3TS-Z3R	15, 32, 37	5	
Mason – Building/Heavy & Highway	780	3, 24, 30, 31, 41, 43, 52		
Operating Engineer - Heavy & Highway	137H/H	40, 60	14	
Operating Engineer – Heavy & Highway	158-832H	2, 8, 26, 28, 35, 49, 51, 59, 62	19	
Operating Engineer – Heavy & Highway	158-H/H	1, 4, 9, 10, 11, 14, 16, 17, 18, 20, 21, 22, 29, 39, 42, 46, 47, 48, 54, 57, 58		
Operating Engineer – Heavy & Highway	158-545h	6, 12, 23, 25, 27, 33, 38, 45, 50, 55		
Painter	1456-LS	1, 3, 10, 11, 14, 16, 17, 18, 20, 21, 24, 29, 30, 31, 36, 40, 41, 42, 43, 44, 46, 47, 48, 52, 53, 56, 57, 58, 60		
Painter	150	28, 59, 62	26, 35	

### Job Classification Checklist

**(Place a checkmark by all classifications that will be using the 4/10 schedule)**

*\*\*\* Do not write in any additional Classifications or Counties\*\*\**

<b>Job Classification</b>	<b>Tag #</b>	<b>Entire Counties</b>	<b>Partial Counties</b>	<b>Check Box</b>
Painter	178 B	4, 9, 54		
Painter	178 E	8, 49	51	
Painter	178 I	12, 55		
Painter	178 O	13, 39		
Painter	31	6, 22, 27, 33, 34, 50	25, 35, 38	
Painter	38.O		38	
Painter	38.W	23, 45	25	
Painter	4- Buf,Nia,Olean	2, 15, 19, 32, 37, 61	5, 7, 26, 51	
Painter	4-Jamestown		5, 7	
Sheetmetal Worker	46	26, 28, 35, 50, 59, 62		
Sheetmetal Worker	46r	26, 28, 35, 50, 59, 62		
Teamsters – Heavy & Highway	294h/h	1, 11, 18, 20, 29, 42, 46, 47, 48, 58	57	
Teamsters – Heavy & Highway	317bhh	6, 12, 50, 51, 55, 62	2	
Teamsters - Building/Heavy & Highway	456	40, 60		

## 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.state.ny.us](http://www.labor.state.ny.us)) for current wage rate information.

#### Apprentice Training Ratios

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

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

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

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

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

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

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-932-2419	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

**Westchester County General Construction**

**Boilermaker** **07/01/2018**

**JOB DESCRIPTION** Boilermaker

**DISTRICT** 4

**ENTIRE COUNTIES**

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

**WAGES**

Per Hour:	07/01/2018	01/01/2019
Boilermaker	\$ 57.17	\$ 59.17
Repairs & Renovations	\$ 57.17	\$ 59.17

**SUPPLEMENTAL BENEFITS**

Per Hour:	07/01/2018	01/01/2019
Boilermaker	32% of hourly	32% of hourly
Repair \$ Renovations	Wage Paid	Wage Paid
	+ \$ 25.32	+ \$ 25.35

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay.

Repairs & Renovation Includes replacement of parts and repairs & renovation of existing unit.

**OVERTIME PAY**

See (D, O) on OVERTIME PAGE  
 Repairs & Renovation see (B,E,Q)

**HOLIDAY**

Paid: See (8, 16, 23, 24) on HOLIDAY PAGE  
 Overtime: See (5, 6, 8, 11, 12, 15, 16, 22, 23, 24, 25) on HOLIDAY PAGE

NOTE: \*Employee must work in pay week to receive Holiday Pay.  
 \*\*Employee gets 4 times the hourly wage rate for working Labor Day.

**REGISTERED APPRENTICES**

Wage per hour:  
 (1/2) Year Terms at the following percentage of Boilermaker's Wage

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

Supplemental Benefits Per Hour:

	07/01/2018	01/01/2019
Apprentice(s)	32% of Hourly	32% of Hourly
	Wage Paid Plus	Wage Paid Plus
	Amount Below	Amount Below
1st Term	\$ 19.37	\$ 19.38
2nd Term	20.22	20.24
3rd Term	21.06	21.08
4th Term	21.92	21.94
5th Term	22.77	22.79
6th Term	23.62	23.65
7th Term	24.46	24.49

NOTE: "Hourly Wage Paid" shall include any and all premium(s)

4-5

**Carpenter** **07/01/2018**

**JOB DESCRIPTION** Carpenter

**DISTRICT** 8

**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

**WAGES**

Per hour:	07/01/2018
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Piledriver \$ 53.63  
Dockbuilder \$ 53.63

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker \$ 50.62

**OVERTIME PAY**

See (B, E2, O) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

Apprentices See (5,6,11,13,25)

Overtime: See (5,6,11,13,25) on HOLIDAY PAGE.

**REGISTERED APPRENTICES**

Wages per hour

(1)year terms:

1st	2nd	3rd	4th
\$21.45	\$26.82	\$34.86	\$42.90

Supplemental benefits per hour:

All Terms: \$ 33.49

8-1556 Db

**Carpenter**

**07/01/2018**

**JOB DESCRIPTION** Carpenter

**DISTRICT 8**

**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Suffolk, Westchester

**WAGES**

Per hour: 07/01/2018

Carpet/Resilient

Floor Coverer \$ 50.50

INCLUDES HANDLING & INSTALLATION OF ARTIFICIAL TURF AND SIMILAR TURF INDOORS/OUTDOORS.

**SUPPLEMENTAL BENEFITS**

Per hour:

\$ 45.85

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (18, 19) on HOLIDAY PAGE.

Paid for 1st & 2nd yr.

Apprentices See (5,6,11,13,16,18,19,25)

Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

**REGISTERED APPRENTICES**

Wage per hour - (1) year terms:

1st	2nd	3rd	4th
\$20.20	\$25.25	\$32.83	\$40.40

Supplemental benefits per hour - all apprentice terms:

\$ 31.11

8-2287

**Carpenter**

**07/01/2018**

**JOB DESCRIPTION** Carpenter

**DISTRICT 8**

**ENTIRE COUNTIES**

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

**WAGES**

Per Hour: 07/01/2018

Marine Construction:

Marine Diver \$ 67.94  
Marine Tender 48.24

**SUPPLEMENTAL BENEFITS**

Per Hour:

Journeyman \$ 50.62

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (18, 19) on HOLIDAY PAGE

Overtime: See (5, 6, 10, 11, 13, 16, 18, 19) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wages per hour:

One (1) year terms.

1st year \$ 21.45  
2nd year 26.82  
3rd year 34.86  
4th year 42.90

Supplemental Benefits

Per Hour:

All terms \$ 33.49

8-1456MC

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**Carpenter**

**07/01/2018**

**JOB DESCRIPTION** Carpenter

**DISTRICT 8**

**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

**WAGES**

Per hour: 07/01/2018

Building  
Millwright \$ 52.70

**SUPPLEMENTAL BENEFITS**

Per hour:

Millwright \$ 53.16

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (18,19) on HOLIDAY PAGE.

Overtime See (5,6,8,11,13,18,19,25) on HOLIDAY PAGE.

**REGISTERED APPRENTICES**

Wages per hour:

One (1) year terms:

1st.	2nd.	3rd.	4th.
\$28.33	\$33.48	\$38.63	\$48.93

Supplemental benefits per hour:

One (1) year terms:

1st.	2nd.	3rd.	4th.
\$34.23	\$37.83	\$42.08	\$48.64

8-740.1

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**Carpenter**

**07/01/2018**

**JOB DESCRIPTION** Carpenter

**DISTRICT 8**

**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

**WAGES**

Per Hour:

07/01/2018

Timberman

\$ 49.10

**SUPPLEMENTAL BENEFITS**

Per Hour:

07/01/2018

\$ 49.92

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

Apprentices See (5,6,11,13,25)

Overtime: See (5,6,11,13,25) on HOLIDAY PAGE.

**REGISTERED APPRENTICES**

Wages per hour:

One ( 1 ) year terms:

1st	2nd	3rd	4th
\$19.64	\$24.55	\$31.92	\$39.28

Supplemental benefits per hour:

All terms \$ 33.14

8-1556 Tm

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**Carpenter**

**07/01/2018**

**JOB DESCRIPTION** Carpenter

**DISTRICT 8**

**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Westchester

**PARTIAL COUNTIES**

Orange: South of but including the following, Waterloo Mills, Slate Hill, New Hampton, Goshen, Blooming Grove, Mountainville, east to the Hudson River.

Putnam: South of but including the following, Cold Spring, TompkinsCorner, Mahopac, Croton Falls, east to Connecticut border.

Suffolk: West of Port Jefferson and Patchogue Road to Route 112 to the Atlantic Ocean.

**WAGES**

Per hour: 07/01/2018

Core Drilling:

Driller \$ 39.69

Driller Helper 31.62

Note: Hazardous Waste Pay Differential:

For Level C, an additional 10% above wage rate per hour

For Level B, an additional 10% above wage rate per hour

For Level A, an additional 10% above wage rate per hour  
 Note: When required to work on water: an additional \$ 0.50 per hour.

**SUPPLEMENTAL BENEFITS**

Per hour: 07/01/2018

Driller and Helper \$ 25.45

**OVERTIME PAY**

OVERTIME: See (B,E,K\*,P,R\*\*) on OVERTIME PAGE.

**HOLIDAY**

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

Overtime: \* See (5,6) on HOLIDAY PAGE.

\*\* See (8,10,11,13) on HOLIDAY PAGE.

8-1536-CoreDriller

**Carpenter - Building / Heavy&Highway**

**07/01/2018**

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

**DISTRICT** 11

**ENTIRE COUNTIES**

Putnam, Rockland, Westchester

**WAGES**

WAGES:(per hour) 07/01/2018

BUILDING/HEAVY & HIGHWAY:

Carpenter \$ 37.69  
 + 7.61\*

\* Amount paid on all hours not subject to overtime premium

SHIFT DIFFERENTIAL: When it is mandated by a Government Agency irregular or off shift can be worked. The Carpenter shall receive an additional fifteen(15) percent of wage plus applicable benefits.

NOTE:Carpenters employed in the removal or abatement of asbestos or any toxic or hazardous material or required to work near asbestos or any toxic or hazardous material and required to wear protective equipment shall receive two (2) hours extra pay per day, plus applicable supplemental benefits.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker \$ 30.93

**OVERTIME PAY**

BUILDING:

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

HEAVY/HIGHWAY:

See ( B, E, P, \*R, \*\*T, X ) on OVERTIME PAGE.

\*R applies to Heavy/Highway Overtime Holiday Code 25 with benefits at straight time rate.

\*\*T applies to Heavy/Highway Overtime Holiday Codes 5 & 6 with benefits at straight time rate.

**HOLIDAY**

BUILDING:

Paid: See ( 1 ) on HOLIDAY PAGE.

Overtime: See ( 5, 6, 16, 25 ) on HOLIDAY PAGE.

Holidays that fall on Saturday will be observed Friday. Holidays that fall on Sunday will be observed Monday.

HEAVY/HIGHWAY:

Paid: See ( 5, 6, 25 ) on HOLIDAY PAGE including benefits.

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

**REGISTERED APPRENTICES**

1 year terms at the following wage rates:

Indentured after July 1 2016

1st	2nd	3rd	4th	5th
\$18.85	\$22.61	\$24.50	\$26.38	\$30.15
+ 3.55*	+ 3.55*	+ 3.55*	+ 3.55*	+ 3.55*

Indentured before July 1 2016

1st	2nd	3rd	4th
\$18.85	\$22.61	\$26.38	\$30.15
+ 3.55*	+ 3.55*	+ 3.55*	+ 3.55*

\* Amount paid on all hours not subject to overtime premium

SUPPLEMENTAL BENEFITS per hour:

All terms \$ 15.98

11-279.1B/HH

**Electrician**

**07/01/2018**

**JOB DESCRIPTION** Electrician

**DISTRICT 9**

**ENTIRE COUNTIES**

Bronx, Kings, New York, Queens, Richmond, Westchester

**WAGES**

Per hour: 07/01/2018

Service Technician \$ 32.40

Service and Maintenance on Alarm and Security Systems.

Maintenance, repair and /or replacement of defective (or damaged) equipment on, but not limited to, Burglar - Fire - Security - CCTV - Card Access - Life Safety Systems and associated devices. (Whether by service contract of T&M by customer request.)

**SUPPLEMENTAL BENEFITS**

Per hour:  
 Journeyworker: \$ 16.10

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

9-3H

**Electrician**

**07/01/2018**

**JOB DESCRIPTION** Electrician

**DISTRICT 8**

**ENTIRE COUNTIES**

Westchester

**WAGES**

Per hour: 07/01/2018 04/25/2019

Electrician/A-Technician \$ 51.75 \$ 52.75

Teledata \$ 51.75 \$ 52.75

Note: On a job where employees are required to work on bridges over navigable waters, transmission towers, light poles, bosun chairs, swinging scaffolds , etc. 40 feet or more above the water or ground or under compressed air, or tunnel projects under construction or where assisted breathing apparatus is required, they will be paid at the rate of time and one-half for such work except on normal pole line or building construction work.

**SUPPLEMENTAL BENEFITS**

Per hour: 7/01/2018 04/25/2019  
 Journeyworker \$ 48.80 \$ 50.55

**OVERTIME PAY**

See (A, G, \*J, P) on OVERTIME PAGE

\*NOTE: Emergency work on Sunday and Holidays is at the time and one-half overtime rate.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Entering Program PRIOR to April 23, 2014

(1) year terms at the following wage rates:

	07/01/2018	04/25/2019
1st term	\$ 14.25	\$ 14.25
2nd term	17.05	17.05
3rd term	19.15	19.15
4th term	21.10	21.10
MIJ	26.50	26.50

Supplemental Benefits per hour:

	07/01/2018	04/25/2019
1st term	\$ 10.32	\$ 10.32
2nd term	13.76	13.76
3rd term	15.16	15.16
4th term	16.46	16.46
MIJ	13.38	13.38

Entering Program AFTER April 23, 2014

(1) year terms at the following wage rates:

	07/01/2018	04/25/2019
1st term	\$ 13.00	\$ 13.00
2nd term	15.00	15.00
3rd term	17.00	17.00
4th term	19.00	19.00
MIJ 1-12 months	23.00	23.00
MIJ 13-18 months	26.50	26.50

Supplemental Benefits per hour:

	07/01/2018	04/25/2019
1st term	\$ 9.49	\$ 9.49
2nd term	12.39	12.39
3rd term	13.73	13.73
4th term	15.06	15.06
MIJ 1-12 months	12.08	12.08
MIJ 13-18 months	13.38	13.38

8-3/W

**Electrician**

**07/01/2018**

**JOB DESCRIPTION** Electrician

**DISTRICT 8**

**ENTIRE COUNTIES**

Westchester

**WAGES**

	07/01/2018	04/25/2019
Electrician	\$ 26.50	\$ 26.50
H - Telephone	\$ 26.50	\$ 26.50

Electrical and Teledata work of limited scope, consisting of repairs and /or replacement of defective electrical and teledata equipment.  
 - Includes all work necessary to retrofit, service, maintain and repair all kinds of lighting fixtures and local lighting controls and washing and cleaning of foregoing fixtures.

See Electrician/A Technician classification for all new installations of wiring, conduit, junction boxes and light fixtures.

**SUPPLEMENTAL BENEFITS**

	07/01/2018	04/25/2019
Electrician & H - Telephone	\$ 13.38	\$ 13.38

**OVERTIME PAY**

See (B, G, \*J, P) on OVERTIME PAGE

\*Note: Emergency work on Sunday and Holidays is at the time and one-half overtime rate.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

8-3m

**Elevator Constructor**

**07/01/2018**

**JOB DESCRIPTION** Elevator Constructor

**DISTRICT 4**

**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

**PARTIAL COUNTIES**

Rockland: Entire County except for the Township of Stony Point

Westchester: Entire County except for the Townships of Bedford, Lewisboro, Cortland, Mt. Kisco, North Salem, Pound Ridge, Somers and Yorktown.

**WAGES**

Per hour:

07/01/2018

Elevator Constructor \$ 64.48

Modernization & Service/Repair 50.49

**SUPPLEMENTAL BENEFITS**

Per Hour:

Elevator Constructor \$ 39.922

Modernization & Service/Repair 38.966

**OVERTIME PAY**

Constructor. See ( D, M, T ) on OVERTIME PAGE.

Modern./Service See ( B, F, S ) on OVERTIME PAGE.

**HOLIDAY**

Paid: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

WAGES PER HOUR:

\*Note: 1st Term is based on Average wage of Constructor & Modernization.

Terms 2 thru 4 Based on Journeyman's wage of classification Working in.

1 YEAR TERMS:

1st Term*	2nd Term	3rd Term	4th Term
50%	55%	65%	75%

**SUPPLEMENTAL BENEFITS**

Elevator Constructor

1st Term	\$ 32.04
2nd Term	32.80
3rd Term	34.038
4th Term	35.277

Modernization & Service/Repair

1st Term	\$ 31.965
2nd Term	32.406
3rd Term	33.578
4th Term	34.745

4-1

**Elevator Constructor**

**07/01/2018**

**JOB DESCRIPTION** Elevator Constructor

**DISTRICT 1**

**ENTIRE COUNTIES**

Columbia, Dutchess, Greene, Orange, Putnam, Sullivan, Ulster

**PARTIAL COUNTIES**

Delaware: Towns of Andes, Bovina, Colchester, Davenport, Delhi, Harpersfield, Hemdon, Kortright, Meredith, Middletown, Roxbury, Hancock & Stamford

Rockland: Only the Township of Stony Point.

Westchester: Only the Townships of Bedford, Lewisboro, Cortland, Mt. Kisco, North Salem, Pound Ridge, Somers and Yorktown.

**WAGES**

Per Hour	07/01/2018	01/01/2019
Mechanic	\$ 56.75	\$ 58.57
Helper	70% of Mechanic Wage Rate	70% of Mechanic Wage Rate

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

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

**SUPPLEMENTAL BENEFITS**

Per hour	07/01/2018	01/01/2019
Journeyman/Helper	\$ 32.645*	\$ 33.705*

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

1-138

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**Glazier** **07/01/2018**

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**JOB DESCRIPTION** Glazier

**DISTRICT 8**

**ENTIRE COUNTIES**

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

**WAGES**

Per hour:	07/01/2018	11/01/2018
Glazier	\$ 54.75	+ additional
*Scaffolding	55.75	\$ 1.25
**Repair & Maintenance	\$ 28.16	

\*Scaffolding includes swing scaffold, mechanical equipment, scissor jacks, man lifts, booms & buckets 24' or more, but not pipe scaffolding.

\*\*Repair & Maintenance- All repair & maintenance work on a particular building, whenever performed, where the total cumulative contract value is under \$100,000. All Glass tinting, window film, regardless of material or intended use, and all affixing of decals to windows or glass.

**SUPPLEMENTAL BENEFITS**

Per hour:	
Journeyworker	\$ 32.39
Repair & Maintenance	18.64

**OVERTIME PAY**

See (C\*,D\* E2, O) on OVERTIME PAGE. (Premium is applied to the respective base wage only.)

\* If an optional 8th hour is required to complete the entire project, the same shall be paid at the regular rate of pay. If a 9th hour is worked, then both hours or more (8th & 9th or more) will be paid at double time rate of pay.

For 'Repair & Maintenance' see (B, B2, F, P) on overtime page.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (4, 6, 16, 25) on HOLIDAY PAGE  
 For 'Repair & Maintenance' see (5, 6, 16, 25)

**REGISTERED APPRENTICES**

Wage per hour:

(1) year terms at the following wage rates:

	07/01/2018	11/01/2018
		TBD
1st term	\$ 18.54	
2nd term	26.84	
3rd term	32.45	
4th term	43.57	

Supplemental Benefits:

(Per hour)

1st term	\$ 15.76
2nd term	21.61
3rd term	23.81
4th term	27.96

8-1281 (DC9 NYC)

**Insulator - Heat & Frost**

**07/01/2018**

**JOB DESCRIPTION** Insulator - Heat & Frost

**DISTRICT 8**

**ENTIRE COUNTIES**

Dutchess, Orange, Putnam, Rockland, Westchester

**WAGES**

Per hour: 07/01/2018

Insulator \$ 52.65

Discomfort & Additional Training\*\* \$ 55.59

Fire Stop Work\* \$ 28.17

\* Applies on all exclusive Fire Stop Work (When contract is for Fire Stop work only). No apprentices on these contracts only.

\*\*Applies to work requiring; garb or equipment worn against the body not customarily worn by insulators; psychological evaluation; special training, including but not limited to "Yellow Badge" radiation training

Note: Additional \$0.50 per hour for work 30 feet or more above floor or ground level.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker \$ 32.70

Discomfort & Additional Training \$ 34.62

Fire Stop Work:  
 Journeyworker \$ 16.70

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Note: Last working day preceding Christmas and New Years day, workers shall work no later than 12:00 noon and shall receive 8 hrs pay.

Overtime: See ( 2\*, 4, 6, 16, 25 ) on HOLIDAY PAGE.

\*Note: Labor Day triple time if worked.

**REGISTERED APPRENTICES**

(1) year terms:

Insulator Apprentices:

1st	2nd	3rd	4th
\$ 23.27	\$ 28.17	\$ 37.96	\$ 42.87

Discomfort & Additional Training Apprentices:

1st	2nd	3rd	4th
\$ 24.65	\$ 29.64	\$ 40.02	\$ 45.22

Supplemental Benefits paid per hour:

Insulator Apprentices:

1st term	\$ 13.50
2nd term	16.70
3rd term	23.10
4th term	26.30

Discomfort & Additional Training Apprentices:

1st term	\$ 14.27
2nd term	17.66
3rd term	24.44
4th term	27.83

8-91

**Ironworker**

**07/01/2018**

**JOB DESCRIPTION** Ironworker

**DISTRICT 4**

**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

**PARTIAL COUNTIES**

Rockland: Southern section - south of Convent Road and east of Blue Hills Road.

**WAGES**

Per hour:	07/01/2018	07/01/2019
Reinforcing & Metal Lathing	\$ 56.28	\$ 2.00/Hr. to be Allocated

**SUPPLEMENTAL BENEFITS**

Per hour:	\$ 35.30
Reinforcing & Metal Lathing	

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (5, 6, 11, 13, 18, 19, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

(1) year terms at the following wage rates:

Wages Per Hour:

1st term	2nd term	3rd term	4th Term
\$ 30.38	\$ 34.38	\$ 37.38	\$ 39.38

**SUPPLEMENTAL BENEFITS**

Per Hour:			
1st term	2nd term	3rd term	4th Term
\$ 13.34	\$ 15.34	\$ 19.30	\$ 20.30

4-46Reinf

**Ironworker**

**07/01/2018**

**JOB DESCRIPTION** Ironworker

**DISTRICT** 9

**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

**WAGES**

Per Hour: 07/01/2018

Ironworker Rigger \$ 62.84

Ironworker Stone  
 Derrickman \$ 62.84

**SUPPLEMENTAL BENEFITS**

Per hour: \$ 39.79

**OVERTIME PAY**

See (B, D1, \*E, Q, \*\*V) on OVERTIME PAGE

\*Time and one-half shall be paid for all work on Saturday up to eight (8) hours and double time shall be paid for all work thereafter.

\*\* Benefits same premium as wages on Holidays only

**HOLIDAY**

Paid: See (18) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 25) on HOLIDAY PAGE

\*Work stops at schedule lunch break with full day's pay.

**REGISTERED APPRENTICES**

Wage per hour:

1/2 year terms at the following hourly wage rate:

	1st	2nd	3rd	4th	5th	6th
07/01/2018	\$31.42	\$31.42	\$44.54	\$43.07	\$54.41	\$54.41

Supplemental benefits:

Per hour:	\$19.97	\$19.97	\$30.02	\$30.02	\$30.02	\$30.02
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9-197D/R

**Ironworker**

**07/01/2018**

**JOB DESCRIPTION** Ironworker

**DISTRICT** 4

**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

**WAGES**

Per Hour: 07/01/2018 01/01/2019

Ornamental	\$44.65	\$1.25/hr.
Chain Link Fence	44.65	to be Allocated
Guide Rail	44.65	

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker: \$ 54.05

**OVERTIME PAY**

See (B, B1, E2, Q, V) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

**REGISTERED APPRENTICES**

1st term represents first 1-10 months, thereafter (1/2) year terms at the following percentage of Journeyman's wage.

1st	2nd	3rd	4th	5th
50%	55%	60%	70%	80%

Supplemental Benefits per hour:

1st Term	\$ 41.37
2nd Term	42.67
3rd Term	43.91
4th Term	46.44
5th Term	48.98

**Ironworker**

**07/01/2018**

**JOB DESCRIPTION** Ironworker

**DISTRICT 4**

**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

**WAGES**

PER HOUR:

	07/01/2018	01/01/2019	07/01/2019
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Ironworker:		Additional	Additional
Structural	\$ 50.70	\$1.82/Hr.	\$1.93/Hr.
Bridges		to be allocated	to be allocated
Machinery			

**SUPPLEMENTAL BENEFITS**

PER HOUR:

Journeyman \$ 73.93

**OVERTIME PAY**

See (B, B1, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (5, 6, 18, 19) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

WAGES PER HOUR:

6 month terms at the following rate:

1st	\$ 26.44
2nd	27.04
3rd - 6th	27.65

Supplemental Benefits

PER HOUR:

All Terms 52.68

4-40/361-Str

**Laborer - Building**

**07/01/2018**

**JOB DESCRIPTION** Laborer - Building

**DISTRICT 8**

**ENTIRE COUNTIES**

Putnam, Westchester

**WAGES**

07/01/2018

Laborer \$ 38.95

Laborer - Asbestos & Hazardous  
 Materials Removal \$ 40.60\*

\* Abatement/Removal of:

- Lead based or lead containing paint on materials to be repainted is classified as Painter.
- Asbestos containing roofs and roofing material is classified as Roofer.

NOTE: Upgrade/Material condition work plan for work performed during non-outage under a wage formula of 90% wage/100% fringe benefits at nuclear power plants.

**SUPPLEMENTAL BENEFITS**

Per hour:

07/01/2018

Journeyworker \$ 25.75

**OVERTIME PAY**

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

\*Note: For Sundays and Holidays worked benefits are at the same premium as wages.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

LABORER ONLY

Hourly terms at the following wage:

Level A 0-1000 \$ 23.18	Level B 1001-2000 \$ 27.10	Level C 2001-3000 \$ 30.68	Level D 3001-4000 \$ 37.00	Level E 4001+ \$ 38.95
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Supplemental Benefits per hour:

Apprentices

Level A	\$ 12.30
Level B	14.95
Level C	17.80
Level D	17.95
Level E	25.75

8-235/B

**Laborer - Heavy&Highway**

**07/01/2018**

**JOB DESCRIPTION** Laborer - Heavy&Highway

**DISTRICT 8**

**ENTIRE COUNTIES**

Putnam, Westchester

**WAGES**

\*\*PUTNAM: APPLIES TO ALL HEAVY & HIGHWAY WORK EXCLUDING HIGHWAYS, STREETS, AND BRIDGES\*\*

GROUP I: Blaster and Quarry Master

GROUP II: Burner, Drillers(jumbo, joy, wagon, air track, hydraulic), Drill Operator, Self Contained Rotary Drill, Curbs/ Asphalt Screedman/Raker, Bar Person.

GROUP III: Pavement Breakers, Jeeper Operator, Jack Hammer, Pneumatic Tools (all), Gas Driller, Guniting, Railroad Spike Puller, Pipelayer, Chain Saw, Deck winches on scows, Power Buggy Operator, Power Wheelbarrow Operator, Bar Person Helper.

GROUP IV: Concrete Laborers, Asph. Worker, Rock Scaler, Vibrator Oper., Bit Grinder, Air Tamper, Pumps, Epoxy (adhesives, fillers and troweled on), Barco Rammer, Concrete Grinder, Crack Router Operator, Guide Rail-digging holes and placing concrete and demolition when not to be replaced, distribution of materials and tightening of bolts.

GROUP V: Drillers Helpers, Common Laborer, Mason Tenders, Signal Person, Pit Person, Truck Spotter, Powder Person, Landscape/Nursery Person, Dump Person, Temp. Heat.

GROUP VIA: Asbestos/Toxic Waste Laborer-All removal (Roads, Tunnels, Landfills, etc.) Confined space laborer

Wages:(per hour)	07/01/2018	03/31/2019 Additional
GROUP I	\$ 42.17*	\$ 2.15**
GROUP II	40.82*	2.15**
GROUP III	40.42*	2.15**
GROUP IV	40.07*	2.15**
GROUP V	39.72*	2.15**
GROUP VIA	41.72*	2.15**
Operator Qualified		
Gas Mechanic	52.17*	2.15**
Flagperson	33.37*	2.15**

\*NOTE: To calculate overtime premiums, deduct \$0.10 from above wages

SHIFT WORK: A shift premium will be paid on Public Work contracts for off-shift or irregular shift work when mandated by the NYS D.O.T. or other Governmental Agency contracts. Employees shall receive an additional 15% per hour above current rate for all regular and irregular shift work. Premium pay shall be calculated using the 15% per hour differential as base rate.

**SUPPLEMENTAL BENEFITS**

Per hour:  
 Journeyworker:  
 First 40 Hours  
 Per Hour \$ 22.38  
 Over 40 Hours  
 Per Hour 16.78

**OVERTIME PAY**

See (B, E, P, R, S) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6, 8, 9, 15, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 9, 15, 25) on HOLIDAY PAGE

NOTE: For Holiday Overtime: 5, 6 - Code 'S' applies  
 For Holiday Overtime: 8, 9, 15, 25 - Code 'R' applies

**REGISTERED APPRENTICES**

	1st term 1-1000hrs	2nd term 1001-2000hrs	3rd term 2001-3000hrs	4th term 3001-4000hrs
07/01/2018	\$ 22.65	\$ 26.72	\$ 30.79	\$ 34.76

Supplemental Benefits per hour:

1st term \$ 3.85 - After 40 hours: \$ 3.60  
 2nd term \$ 3.95 - After 40 hours: \$ 3.60  
 3rd term \$ 4.45 - After 40 hours: \$ 4.00  
 4th term \$ 5.00 - After 40 hours: \$ 4.50

8-60H/H

**Laborer - Tunnel**

**07/01/2018**

**JOB DESCRIPTION** Laborer - Tunnel

**DISTRICT 11**

**ENTIRE COUNTIES**

Dutchess, Orange, Otsego, Putnam, Rockland, Sullivan, Ulster, Westchester

**PARTIAL COUNTIES**

Chenango: Townships of Columbus, Sherburne and New Berlin.

Columbia: Townships of Ancram, Claverack, Clermont, Copake, Gallatin, Germantown, Greenport, Hillsdale, Hudson, Livingston, Philmont and Taghkanic

Delaware: Townships of Andes, Bovina, Middletown, Roxbury, Franklin, Hamden, Stamford, Delhi, Kortright, Harpersfield, Merideth and Davenport.

Greene: Township of Catskill

**WAGES**

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

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

Class 4: Safety Miners

WAGES: (per hour)

	07/01/2018
Class 1	\$ 48.05
Class 2	\$ 50.20
Class 4	\$ 56.60

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

SHIFT DIFFERENTIAL: On all Government mandated irregular shift work, Employee shall be paid at time and one half the regular rate Monday through Friday.

Saturday shall be paid at 1.65 times the regular rate.

Sunday shall be paid at 2.15 times the regular rate.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 29.50 on  
 straight hours  
 \* \$ 44.25

\*This benefit rate is applicable on overtime, irregular shift work, Saturday, Sunday and Holiday hours.

**OVERTIME PAY**

See (B, E, P, \*X) on OVERTIME PAGE

\*Applicable to Paid Holidays not worked.

**HOLIDAY**

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

Overtime: See (\*16) on HOLIDAY PAGE

\* Double rate and benefits if worked

11-17/60/235/754Tun

**Lineman Electrician**

**07/01/2018**

**JOB DESCRIPTION** Lineman Electrician

**DISTRICT 6**

**ENTIRE COUNTIES**

Westchester

**WAGES**

Below rates apply to electrical overhead and underground distribution and maintenance work and overhead and underground transmission line work, electrical substations, switching structures, continuous pipe-type underground fluid or gas filled transmission conduit and cable installations, maintenance jobs or projects, railroad catenary installations and maintenance, third rail installations, the bonding of rails and the installation of fiber optic cable. (Ref #14.04.01)

Includes Teledata Work performed within ten (10) feet of high voltage (600 volts or over) transmission lines.

Per hour:	07/01/2018	05/06/2019	05/04/2020
Lineman, Tech, Welder	\$ 53.11	\$ 54.81	\$ 56.51
Crane, Crawler Backhoe	53.11	54.81	56.51
Cable Splicer-Pipe Type	58.42	60.29	62.16
Digging Mach Operator	47.80	49.33	50.86
Cert. Welder-Pipe Type	55.77	57.55	59.34
Tractor Trailer Driver	45.14	46.59	48.03
Groundman, Truck Driver	42.49	43.85	45.21
Equipment Mechanic	42.49	43.85	45.21
Flagman	31.87	32.89	33.91

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%

**\*\* IMPORTANT NOTICE \*\***

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

\*Effective 05/06/2013, Tuesday thru Friday may be worked with no make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', 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	\$ 23.40	\$ 24.15	\$ 24.90
	*plus 6.75% of hourly wage	*plus 6.75% of hourly wage	*plus 6.75% of hourly wage

\*The 6.75% is based on the hourly wage paid, straight time or premium time.

**OVERTIME PAY**

See ( B, E, Q, ) on OVERTIME PAGE. \*Note\* Double time for 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.

	07/01/2018	05/06/2019	05/04/2020
1st term	\$ 31.87	\$ 32.89	\$ 33.91
2nd term	34.52	35.63	36.73
3rd term	37.18	38.37	39.56
4th term	39.83	41.11	42.38
5th term	42.49	43.85	45.21
6th term	45.14	46.59	48.03
7th term	47.80	49.33	50.86

SUPPLEMENTAL BENEFITS: Same as Journeyman

6-1249aWest

**Lineman Electrician - Teledata**

**07/01/2018**

**JOB DESCRIPTION** Lineman Electrician - Teledata

**DISTRICT 6**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour:

FOR OUTSIDE WORK.

	07/01/2018	01/01/2019	01/01/2020	01/01/2021
Cable Splicer	\$ 31.83	\$ 32.78	\$ 33.77	\$ 34.78
Installer, Repairman	30.21	\$ 31.12	\$ 32.05	\$ 33.01
Teledata Lineman	30.21	\$ 31.12	\$ 32.05	\$ 33.01
Tech., Equip. Operator	30.21	\$ 31.12	\$ 32.05	\$ 33.01
Groundman	16.01	\$ 16.49	\$ 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	\$ 4.73	\$ 4.73	\$ 4.73	\$ 4.73
	*plus 3% of wage paid			

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

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

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** **07/01/2018**

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

**DISTRICT 6**

**ENTIRE COUNTIES**

Westchester

**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 ground man/truck driver may assist in installing conduit, pipe, cables and equipment.

A flagger's duties shall consist of traffic control only.  
 (Ref #14.01.03)

Per hour:

	07/01/2018	05/06/2019	05/04/2020
Lineman, Technician	\$ 48.71	\$ 50.16	\$ 51.61
Crane, Crawler Backhoe	48.71	50.16	51.61
Certified Welder	51.15	52.67	54.19
Digging Machine	43.84	45.14	46.45
Tractor Trailer Driver	41.40	42.64	43.87
Groundman, Truck Driver	38.97	40.13	41.29
Equipment Mechanic	38.97	40.13	41.29
Flagman	29.23	30.10	30.97

Above rates applicable on all Lighting and Traffic Signal Systems with the installation, testing, operation, maintenance and repair of all traffic control and illumination projects, traffic monitoring systems, road weather information systems, and the installation of Fiber Optic Cable.

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%

**\*\* IMPORTANT NOTICE \*\***

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

\*Effective 05/06/2013, Tuesday thru Friday may be worked with no make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', 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	\$ 23.40	\$ 24.15	\$ 24.90
	*plus 6.75% of hourly wage	*plus 6.75% of hourly wage	*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 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 and Governor of NYS Election Day.

Overtime: See ( 5, 6, 8, 13, 25 ) on HOLIDAY PAGE and 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.

	07/01/2018	05/06/2019	05/04/2020
1st term	\$ 29.23	\$ 30.10	\$ 30.97
2nd term	31.66	32.60	33.55
3rd term	34.10	35.11	36.13
4th term	36.53	37.62	38.71
5th term	38.97	40.13	41.29
6th term	41.40	42.64	43.87
7th term	43.84	45.14	46.45

SUPPLEMENTAL BENEFITS: Same as Journeyman

6-1249aWestLT

**Mason - Building**

**07/01/2018**

**JOB DESCRIPTION** Mason - Building

**DISTRICT 9**

**ENTIRE COUNTIES**

Nassau, Rockland, Suffolk, Westchester

**WAGES**

Per hour: 07/01/2018

Tile Finisher \$ 43.36

**SUPPLEMENTAL BENEFITS**

Per Hour: \$ 28.99

**OVERTIME PAY**

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

Work beyond 10 hours on a Saturday shall be paid at double the hourly wage rate.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

9-7/88A-tf

**Mason - Building**

**07/01/2018**

**JOB DESCRIPTION** Mason - Building

**DISTRICT 11**

**ENTIRE COUNTIES**

Putnam, Rockland, Westchester

**PARTIAL COUNTIES**

Orange: Only the Township of Tuxedo.

**WAGES**

	07/01/2018	06/01/2019
Bricklayer	\$ 41.46	\$ 42.09
Cement Mason Bldg	41.46	42.09
Plasterer/Stone Mason	41.46	42.09
Pointer/Caulker	41.46	42.09

Additional \$1.00 per hour for power saw work  
 Additional \$0.50 per hour for swing scaffold or staging work

SHIFT WORK: When shift work or an irregular work day is mandated or required by state, federal, county, local or other governmental agency contracts, the following premiums apply:

- Irregular work day requires 15% premium
- Second shift an additional 15% of wage plus benefits to be paid
- Third shift an additional 25% of wage plus benefits to be paid

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 34.08 \$ 35.20

**OVERTIME PAY**

OVERTIME:

Cement Mason See ( B, E, Q, W ) on OVERTIME PAGE.

All Others See ( B, E, Q ) on OVERTIME PAGE.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Whenever any of the above holidays fall on Sunday, they will be observed on Monday. Whenever any of the above holidays fall on Saturday, they will be observed on Friday.

**REGISTERED APPRENTICES**

Wages per hour:

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

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Apprentices indentured before June 1st, 2011 receive full journeyman benefits

11-5wp-b

**Mason - Building**

**07/01/2018**

**JOB DESCRIPTION** Mason - Building

**DISTRICT 9**

**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

**WAGES**

Building:

07/01/2018

Wages per hour:

Mosaic & Terrazzo Mechanic \$ 52.46

Mosaic & Terrazzo Finisher \$ 50.86

**SUPPLEMENTAL BENEFITS**

Per hour:

Mosaic & Terrazzo Mechanic \$ 34.06

Mosaic & Terrazzo Finisher \$ 34.04

**OVERTIME PAY**

See (A, \*E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

Easter Sunday is an observed holiday. Holidays falling on a Saturday will be observed on that Saturday. Holidays falling on a Sunday will be celebrated on the Monday.

**REGISTERED APPRENTICES**

Wages per hour:

(750 Hour) terms at the following wage rate.

	1st	2nd	3rd	4th	5th	6th	7th	8th
07/01/2018	\$ 26.23	\$ 28.85	\$ 31.48	\$ 34.10	\$ 36.72	\$ 39.35	\$ 44.59	\$ 49.84

Supplemental benefits per hour:

07/01/2018	\$ 17.05	\$ 18.74	\$ 20.43	\$ 22.15	\$ 23.85	\$ 25.55	\$ 28.96	\$ 32.37
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9-7/3

**Mason - Building** **07/01/2018**

**JOB DESCRIPTION** Mason - Building **DISTRICT 9**

**ENTIRE COUNTIES**  
 Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

**WAGES**  
 Per hour: 07/01/2018

Building-Marble Restoration:

Marble, Stone & Terrazzo Polisher, etc \$ 40.99

**SUPPLEMENTAL BENEFITS**

Per Hour:  
 Journeyworker:

Building-Marble Restoration:  
 Marble, Stone & Polisher \$ 26.59

**OVERTIME PAY**

See (B, \*E, Q, V) on OVERTIME PAGE  
 \*ON SATURDAYS, 8TH HOUR AND SUCCESSIVE HOURS PAID AT DOUBLE HOURLY RATE.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE  
 1ST TERM APPRENTICE GETS PAID FOR ALL OBSERVED HOLIDAYS.

**REGISTERED APPRENTICES**

WAGES per hour:

2701 hour term at the following wage:

	1st	2nd	3rd	4th
	1-900	901-1800	1801-2700	2701
07/01/2018	\$28.63	\$32.75	\$36.87	\$40.99

Supplemental Benefits Per Hour:

07/01/2018	\$ 24.24	\$ 25.02	\$ 25.81	\$ 26.59
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9-7/24-MP

**Mason - Building** **07/01/2018**

**JOB DESCRIPTION** Mason - Building **DISTRICT 9**

**ENTIRE COUNTIES**  
 Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

**WAGES**  
 Wages: 07/01/2018

Marble Cutters & Setters \$ 58.63

**SUPPLEMENTAL BENEFITS**

Per Hour:

Journeyworker \$ 36.12

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wage Per Hour:

7500 hour terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6751	6751-7500
07/01/2018									
\$23.34	\$26.29	\$29.22	\$32.16	\$35.11	\$38.05	\$40.98	\$43.93	\$49.82	\$55.68

Supplemental Benefits per hour:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$25.69	\$26.55	\$27.44	\$28.30	\$29.16	\$30.03	\$30.91	\$31.77	\$33.50	\$35.26
									9-7/4

**Mason - Building** **07/01/2018**

**JOB DESCRIPTION** Mason - Building

**DISTRICT 9**

**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

**WAGES**

Per hour: 07/01/2018

Marble, Stone, etc.  
 Maintenance Finishers: \$ 22.77

Note 1: An additional \$2.00 per hour for time spent grinding floor using "60 grit" and below.

Note 2: Flaming equipment operator shall be paid an additional \$25.00 per day.

**SUPPLEMENTAL BENEFITS**

Per Hour:

Marble, Stone, etc  
 Maintenance Finishers: \$ 13.24

**OVERTIME PAY**

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

\*Double hourly rate after 8 hours on Saturday

**HOLIDAY**

Paid: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE

1st term apprentice gets paid for all observed holidays.

**REGISTERED APPRENTICES**

WAGES per hour:  
 (750 hour)terms at the 07/01/2018  
 following percentage  
 of journeyman"s wage  
 rate:

1st term	\$15.90
2nd term	\$16.82
3rd term	\$17.73
4th term	\$18.65
5th term	\$20.02
6th term	\$21.85
7th term	\$22.77

Supplemental Benefits:

Per hour:

1st term	\$ 13.14
2nd term	\$ 13.15
3rd term	\$ 13.17
4th term	\$ 13.18
5th term	\$ 13.20

6th term \$ 13.20  
 7th term \$ 13.24

9-7/24M-MF

**Mason - Building** **07/01/2018**

**JOB DESCRIPTION** Mason - Building

**DISTRICT 9**

**ENTIRE COUNTIES**

Nassau, Rockland, Suffolk, Westchester

**WAGES**

Per hour: 07/01/2018

Tile Setters \$ 56.13

**SUPPLEMENTAL BENEFITS**

Per Hour: \$ 33.29

**OVERTIME PAY**

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

\* This portion of benefits subject to same premium rate as shown for overtime wages.  
 Work beyond 10 hours on Saturday shall be paid at double the hourly wage rate.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wage per hour:

Tile Setters:  
 (750 hour) term at the following wage rate:

Term:	1st	2nd	3rd	4th	5th	6th	7th	8th
	1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000
	\$29.13	\$33.57	\$36.69	\$40.13	\$43.77	\$47.22	\$50.15	\$53.93

Supplemental Benefits per hour:

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 15.70	\$ 15.75	\$ 17.70	\$ 18.15	\$ 18.98	\$ 20.03	\$ 21.57	\$ 26.76

9-7/52A

**Mason - Building / Heavy&Highway** **07/01/2018**

**JOB DESCRIPTION** Mason - Building / Heavy&Highway

**DISTRICT 9**

**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

**WAGES**

Per hour: 07/01/2018

Marble-Finisher \$ 46.76

**SUPPLEMENTAL BENEFITS**

Journeyworker:  
 per hour

Marble- Finisher \$ 33.93

**OVERTIME PAY**

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

**HOLIDAY**

Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

\* Work beyond 8 hours on a Saturday shall be paid at double the rate.  
 \*\* When an observed holiday falls on a Sunday, it will be observed the next day.

9-7/20-MF

**Mason - Heavy&Highway** **07/01/2018**

**JOB DESCRIPTION** Mason - Heavy&Highway

**DISTRICT** 11

**ENTIRE COUNTIES**

Putnam, Rockland, Westchester

**PARTIAL COUNTIES**

Orange: Only the Township of Tuxedo.

**WAGES**

Per hour:

	07/01/2018	06/01/2019
Bricklayer	\$ 41.96	\$ 42.59
Cement Mason	41.96	42.59
Marble/Stone Mason	41.96	42.59
Plasterer	41.96	42.59
Pointer/Caulker	41.96	42.59

Additional \$1.00 per hour for power saw work

Additional \$0.50 per hour for swing scaffold or staging work

SHIFT WORK: When shift work or an irregular work day is mandated or required by state, federal, county, local or other governmental contracts, the following rates apply:

Irregular work day requires 15% premium

Second shift an additional 15% of wage plus benefits to be paid

Third shift an additional 25% of wage plus benefits to be paid

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman	\$ 33.88	\$ 34.99
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**OVERTIME PAY**

Cement Mason See ( B, E, Q, W, X )

All Others See ( B, E, Q, X )

**HOLIDAY**

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

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

Whenever any of the above holidays fall on Sunday, they will be observed on Monday. Whenever any of the above holidays fall on Saturday, they will be observed on Friday.

**REGISTERED APPRENTICES**

Wages per hour:

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

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Apprentices indentured before June 1st, 2011 receive full journeyman benefits

11-5WP-H/H

**Operating Engineer - Building** **07/01/2018**

**JOB DESCRIPTION** Operating Engineer - Building

**DISTRICT** 9

**ENTIRE COUNTIES**

Bronx, Kings, New York, Putnam, Queens, Richmond, Westchester

**PARTIAL COUNTIES**

Dutchess: that part of Dutchess County lying south of the North City Line of the City of Poughkeepsie.

**WAGES**

NOTE:Construction surveying  
Party chief--One who directs a survey party  
Instrument Man--One who runs the instrument and assists Party Chief.  
Rodman--One who holds the rod and assists the Survey Crew

Wages:(Per Hour) 07/01/2018

Building Construction:

Party Chief \$ 72.87  
Instrument Man \$ 58.07  
Rodman \$ 39.85

Steel Erection:

Party Chief \$ 73.48  
Instrument Man \$ 58.64  
Rodman \$ 41.31

Heavy Construction-NYC counties only:  
(Foundation, Excavation.)

Party Chief \$ 78.61  
Instument man \$ 59.45  
Rodman \$ 50.93

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2018

Building Construction & Steel \$21.85\* + 6.90

Heavy Construction \$22.10\* + 6.90

\* This portion subject to same premium as wages

**OVERTIME PAY**

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

Code "A" applies to Building Construction and has double the rate after 7 hours on Saturdays.

Code "B" applies to Heavy Construction and Steel Erection and had double the rate after 8 hours on Saturdays.

**HOLIDAY**

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

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

9-15Db

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**Operating Engineer - Building**

**07/01/2018**

**JOB DESCRIPTION** Operating Engineer - Building

**DISTRICT 8**

**ENTIRE COUNTIES**

Putnam, Westchester

**PARTIAL COUNTIES**

Dutchess: All the counties of Westchester and Putnam and the southern part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner 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 the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

**WAGES**

**GROUP I:**

Cranes(All Types up to 49 tons), Boom Trucks, Cherry Pickers, Clamshell Crane, Derrick, Dragline, Franki Pile Rig or similar, High Lift (Lull or similar) with crane attachment and winch used for hoisting or lifting, Hydraulic Cranes, Pile Drivers, Potain and similar.

Cranes (All types 50-99 tons), Conventional and Hydraulic.

Cranes (All types 100 tons and over), Tower, Climbing, Conventional, Hydraulic.

GROUP I-A: Barber Green Loader-Euclid Loader, Bulldozer, Carrier-Trailer Horse, Concrete Cleaning Decontamination Machine Operator, Concrete-Portable Hoist, Conway or Similar Mucking Machines, Elevator & Cage, Excavators all types, Front End Loaders, Gradall, Shovel, Backhoe, etc. (Crawler or Truck), Heavy Equipment Robotics Operator/Mechanic, Hoist Engineer-Material, Hoist Portable Mobile Unit, Hoist-Single, Double or Triple Drum, Horizontal Directional Drill Locator, Horizontal Directional Drill Operator, and Jersey Spreader, Letourneau or Tournapull (Scrapers over 20 yards Struck), Lift Slab Console, etc., Lull HiLift or Similar, Maintenance Engineer, Master Environmental Maintenance Mechanics, Mucking Machines Operator/Mechanic or Similar Type, Overhead Crane, Pavement Breaker (Air Ram), Paver (Concrete), Post Hole Digger, Power House Plant, Road Boring Machine, Road Mix Machine, Ross Carrier and Similar Machines, Rubber tire double end backhoes and similar machines, Scoopmobile Tractor-Shovel Over 1.5 yards, Shovel (Tunnels), Spreader (Asphalt) Telephie (Cableway), Tractor Type Demolition Equipment, Trenching Machines-Vermeer Concrete Saw Trencher and Similar, Ultra High Pressure Waterjet Cutting Tool System, Vacuum Blasting Machine operator/mechanic, Winch Truck A Frame).

GROUP I-B: Compressor (Steel Erection), Mechanic (Outside All Types, Negative Air Machine (Asbestos Removal), Push Button (Buzz Box) Elevator.

GROUP II: Bulldozer D6 and Under, Compactor Self-Propelled, Concrete Pump, Crane Operator in Training (Over 100 Tons, Grader, Machines Pulling Sheep's Foot Roller, Roller 4 ton and over, Scrapers-20 yards Struck and Under, Vibratory Rollers, Welder.

GROUP III-A: Asphalt Plant, Concrete Mixing Plants, Concrete Buggy (One yard and up, Ride on dumper, Benford or Similar) Fire Watchman, Forklift (All power sources), Joy Drill or similar, Tractor Drilling Machine, Loader (1 1/2 yards and under), Portable Asphalt Plant, Portable Batch Plant, Portable Crusher, Skid Steer (Bobcat or similar), Stone Crusher, Well Drilling Machine, Well Point System.

GROUP III-B: Compressor Over 125 cu. Feet, Conveyor Belt Machine Regardless of Size, Compressor Plant, Ladder Hoist, Lighting Unit (Portable & Generator), Stud Machine.

GROUP IV-A: Batch Plant, Concrete Breaker, Concrete Spreader, Curb Cutter Machine, Finishing Machine-Concrete, Fine Grading Machine, Hepa Vac Clean Air Machine, Material Hopper (sand stone-cement), Mulching Grass Spreader, Pump Gypsum etc, Pump-Plaster-GROUT-Fireproofing. Roller (Under 4 Ton), Spreading and Fine Grading Machine, Steel Cutting Machine, Siphon Pump, Tar Joint Machine, Television Cameras for Water, Sewer, Gas etc. Turbo Jet Burner or Similar Equipment, Vibrator (1 to 5),

GROUP IV-B: Compressor (Under 125 cu. Feet), Heater (All Types), Lighting Unit (Portable & Generator) Pump, Pump Station (Water, Sewer, Portable, Temporary), Steam Jenny, Sweeper, Chipper, Mulcher, Welding Machine (Steel Erection & Excavation)

GROUP V: Crane Operator in Training (65 Tons to 100 Tons), Mechanics Helper, Motorized Roller (walk behind), Stock Attendant, Welder's Helper.

GROUP VI-A: Welder, Certified.

GROUP VI-B: Utility Man, Warehouse Man.

WAGES: (per hour)

07/01/2018

GROUP I	
Cranes- up to 49 tons	\$ 61.70
Cranes- 50 tons to 99 tons	63.86
Cranes- 100 tons and over	72.99
GROUP I-A	53.95
GROUP I-B	49.68
GROUP II	52.03
GROUP III-A	50.11
GROUP III-B	47.67
GROUP IV-A	49.60
GROUP IV-B	41.85
GROUP V	45.17
GROUP VI-A	52.96
GROUP VI-B	
Utility Man	42.83
Warehouse Man	44.92

An additional 20% to wage when required to wear protective equipment on hazardous/toxic waste projects.  
Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional \$2.00 per hour.  
Engineers operating cranes with booms 149 feet or over in length will be paid an additional \$3.00 per hour.  
Loader operators over 5 cubic yard capacity additional .50 per hour.  
Shovel operators over 4 cubic yard capacity additional \$1.00 per hour.

#### SUPPLEMENTAL BENEFITS

Per hour:

07/01/2018

Journeyworker

\$ 28.52

**OVERTIME PAY**

OVERTIME:..... See ( B, E,P,R\*,V ) on OVERTIME PAGE.

**HOLIDAY**

Paid:..... See ( 5, 6, 11, 12, 15, 25 ) on HOLIDAY PAGE.

Overtime:..... See ( 5, 6, 11, 12, 15, 25 ) on HOLIDAY PAGE.

\* For Holiday codes 11, 12, 15, 25, code R applies.

Note: If employees are required to work on Easter Sunday they shall be paid at the rate of triple time.

8-137B

**Operating Engineer - Heavy&Highway**

**07/01/2018**

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

**DISTRICT 8**

**ENTIRE COUNTIES**

Putnam, Westchester

**PARTIAL COUNTIES**

Dutchess: All the counties of Westchester and Putnam and the southern part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner 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 the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

**WAGES**

GROUP I: Boom Truck, Cherry Picker, Clamshell, Crane, (Crawler, Truck), Dragline,Rough Terrain Crane.

GROUP I-A: Auger, Auto Grader, Dynahoe and Dual purpose and similar machines, Barber Green Loader-Euclid Loader or similar type machine, boat captain, boring machine(all types), Bulldozer-All Sizes, Central Mix Plant Operator, Cherry Picker(Cableway)-Hydraulic, chipper (all types), close circuit t.v., Compactor with Blade,Concrete Portable Hoist, C.M.I. or Similar, Conway or Similar Mucking Machines, Gradall, Shovel Backhoe, etc. Grader, Derrick (Stone-Steel) Elevator & Cage, Front End Loaders over 1 1/2yds Hoist Single, Double, Triple Drum, Hoist Portable Mobile Unit, Hoist Engineer Concrete(Crane-Derrick-Mine Hoist), Hoist Engineer-Material, Hydraulic Boom, Letourneau or Tournapull (Scrapers over 20 yds struck), Mucking Machines, Overhead Crane, Paver (concrete) Pulsemeter, Push Button (Buss Box) Elevator, Road Mix Machines, Ross Carrier and similar, Shovels (Tunnels), SideBoom, Spreader (asphalt), Scoopmobile-Tractor-Shovel over 1 1/2 yards, Trenching Machines, Telephies-Vermeer Concrete Saw Trencher and/or Similar, Tractor type Demolition Equipment, Whirly,P-811 Track Renewal Machine-Similiar, certified Welder, Excavator (and all attachments).

GROUP I-B: Asphalt Mobile Conveyor/Transfer Machine, Road Paver-Asphalt.

GROUP II-A: Ballast regulators, Compactor Self Propelled, Cow Tracks, Fusion Machine, Rail Anchor Machines, Scrapers-20 yds truck and under, Switchtampers, Vibratory Roller, etc., Roller 4 ton and over, Welder.

GROUP II-B: Mechanic (Outside) All Types.

GROUP III: Air Tractor Drill, Asphalt Plant, Batch Plant, Boiler (High Pressure), Concrete Breaker, Concrete Pump, Concrete Spreader, Farm Tractor (All Types), Forklift (All), Gas Tapping(Live),Hydroseeder, Loader 1 1/2 yards and under, Locomotive(All Sizes), Machine Pulling Sheep's Foot Roller, Portable Plant, Portable Batch Plant, Portable Crusher, Powerhouse Plant, Roller (Under 4 ton), Stone Crusher, Sweeper, Turbo JetBurner or Similar, Sheer Excavator, Skid Steer/Bobcat, Well Drilling Machine.

GROUP IV-A: Service Person (Grease Truck).

GROUP IV-B: Conveyor Belt Machine, Heater all types, Lighting Unit (Portable & Generator), Mechanic's Helper, Pilot/Assistant Engineer/2 seated, Pumps-Pump Station-Water-Sewer-Gypsum-Plaster, etc., Pump Truck(Sewer Jet or Similar), Stock Room Attendant, Welding Machine Steel Erection Excavation), Well Point System, Welder's Helper,

GROUP V-A: Engineer-All Tower Cranes-All Climbing Cranes and all cranes of 100 ton capacity or greater(3900 Manitowac or similar), Hoist Engineer(Steel), Engineer-Pile Driver, Welder-Certified, Jersey Spreader, Pavement Breaker(Air Ram), Post Hole Digger.

WAGES: Per hour:	07/01/2018	03/04/2019	03/02/2020
Group I	\$ 59.75	\$ 61.03	\$ 62.38
Group I-A	52.71	53.80	54.95
Group I-B	55.52	56.69	57.92
Group II-A	50.49	51.52	52.61
Group II-B	52.06	53.13	54.26
Group III	49.61	50.61	51.68
Group IV-A	45.12	46.00	46.93
Group IV-B	38.78	39.49	40.24
Group V-A			

Engineer All Tower, Climbing and Cranes of 100 Tons	67.64	69.14	70.72
Hoist Engineer(Steel)	61.28	62.61	64.00
Engineer(Pile Driver)	65.33	66.77	68.27
Jersey Spreader,Pavement Breaker (Air Ram)Post Hole Digger	51.65	52.71	53.83

**SHIFT DIFFERENTIAL:**

A 15% premium on all hours paid, including overtime hours for 2nd, 3rd shifts  
 on all government mandated off-shift work

Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional \$2.00 per hour over the rate listed in the Wage Schedule. Engineers operating cranes with booms 149 feet or over in length will be paid an additional \$3.00 per hour over the rate listed in the Wage Schedule. Loader and Excavator Operators: over 5 cubic yards capacity \$0.50 per hour over the rate listed in the Wage Schedule. Shovel Operators: over 4 cubic yards capacity \$1.00 per hour over the rate listed in the Wage Schedule.

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:	07/01/2018	03/04/2019	03/02/2020
	\$ 20.85 on all hours.	\$ 21.55 on all hours.	\$ 22.50 on all hours.
	PLUS \$ 8.00 for first 40 hours worked.	PLUS \$ 8.00 for first 40 hours worked.	PLUS \$ 8.00 for first 40 hours worked.

**OVERTIME PAY**

See (B, E, E2, P, \*R, \*\*U) on OVERTIME PAGE

**HOLIDAY**

Paid:..... See ( 5, 6, 8, 9, 15, 25 ) on HOLIDAY PAGE

Overtime..... See ( 5, 6, 8, 9, 15, 25 ) on OVERTIME PAGE

\* For Holiday codes 8,9,15,25 code R applies

\*\* For Holiday Codes 5 & 6 code U applies

Note: If employees are required to work on Easter Sunday they shall be paid at the rate of triple time.

**REGISTERED APPRENTICES**

(1)year terms at the following rate.

	07/01/2018	03/04/2019	03/02/2020
1st term	\$ 26.36	\$ 26.90	\$ 27.48
2nd term	31.62	32.28	32.97
3rd term	36.90	37.66	38.47
4th term	42.17	43.04	43.96

Supplemental Benefits per hour:

Apprentices:	07/01/2018	03/04/2019	03/02/2020
	\$ 20.85	\$ 21.55	\$ 22.50

8-137HH

**Operating Engineer - Heavy&Highway**

**07/01/2018**

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

**DISTRICT** 9

**ENTIRE COUNTIES**

Putnam, Westchester

**PARTIAL COUNTIES**

Dutchess: South of the North city line of Poughkeepsie

**WAGES**

Party Chief - One who directs a survey party  
Instrument Man - One who runs the instrument and assists Party Chief  
Rodman - One who holds the rod and in general, assists the Survey Crew  
Categories cover GPS & Underground Surveying

Per Hour:	07/01/2018
Party Chief	\$ 75.94
Instrument Man	57.30
Rodman	48.99

**SUPPLEMENTAL BENEFITS**

Per Hour:	07/01/2018
All Categories	
Straight Time:	\$ 22.10* plus \$6.90
Premium:	
Time & 1/2	\$ 33.15* plus \$6.90
Double Time	\$ 44.20* plus \$6.90

**OVERTIME PAY**

See (B, \*E, Q) on OVERTIME PAGE  
\* Doubletime paid on all hours in excess of 8 hours on Saturday

**HOLIDAY**

Paid: See (5, 6, 7, 11, 12) on HOLIDAY PAGE  
Overtime: See (5, 6, 7, 11, 12) on HOLIDAY PAGE

9-15Dh

**Operating Engineer - Heavy&Highway - Tunnel**

**07/01/2018**

**JOB DESCRIPTION** Operating Engineer - Heavy&Highway - Tunnel

**DISTRICT 8**

**ENTIRE COUNTIES**

Putnam, Westchester

**PARTIAL COUNTIES**

Dutchess: All the counties of Westchester and Putnam and the southern part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner 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 the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

**WAGES**

GROUP I: Boom Truck, Cherry Picker, Clamshell, Crane(Crawler, Truck), Dragline, Drill Rig Casa Grande(Cat or Similar), Floating Crane (Crane on Barge-Under 100 Tons), Hoist Engineer (Concrete/Crane-Derrick-Mine Hoist), Knuckle Boom Crane, Rough Terrain Crane.

GROUP I-A: Auger, Auto Grader, Dynahoe & Dual purpose & similar machines, Barber Green Loader-Euclid Loader or similar type machine, Boat Captain, Boring Machine(all types), Bull Dozer-all types, Central Mix Plant Operator, Cherry Picker(Cableway or hydraulic), Chipper-all types, Close Circuit T.V., Compactor with Blade, Concrete Portable Hoist, C.M.I. or similar, Conway or similar Mucking Machine, Crane(Crawler or Truck) dragline, Gradall, Shovel Backhoe, etc. Grader, Derrick(Stone-Steel), Elevator & Cage(materials or passengers), Front End Loaders over 1 1/2 yards, Hoist Single, Double, Triple Drum, Hoist Portable Mobile Unit, Hoist Engineer-Concrete(Crane-Derrick-Mine Hoist), Hoist Engineer-Material, Hydraulic Boom, Letourneau or Tournapull(Scrapers over 20 yards struck), Log Skidder, Milling Machine, Moveable Concrete Barrier Transfer & Transport Vehicle, Mucking Machines. Overhead Crane, Paver(concrete), Pulsemeter, Push Button(Buzz Box)Elevator, Raise Boring Machine, Road Mix Machines. Robot Hammer(Brock or similar), Robotic EquipmentRoss Carrier and similar machines, Shovels(Tunnels), Side Boom, Slip Form Machine, Spreader(Asphalt), Scoopmobile-Tractor-Shovel over 1 1/2 yards, Trenching Machines, Telephies-Vermeer Concrete Saw Trencher and/or similar, Tractor type demolition equipment, Whirly.

GROUP I-B: Road Paver(Asphalt).

GROUP II-A: Ballast Regulators, Compactor Self-propelled, Cow Tracks, Fusion Machine, Rail Anchor Machines, Roller 4 ton and over, Scrapers (20 yard struck and under), Switch Tampers, Vibratory Roller, etc., Welder.

GROUP II-B: Mechanic(outside) all types.

GROUP III: Air Tractor Drill, Asphalt Plant, Batch Plant, Boiler (High Pressure), Concrete Breaker, Concrete Pump, Concrete Spreader, Curb Cutter Machine, Farm Tractor(all types), Finishing Machine(Concrete) Fine Grading Machine, Firemen, Forklift(ALL), John Henry Drill or similar, Joy Drill or similar Tractor Drilling Machine, Loader 1 1/2 yards and under, Locomotive(all sizes), Maintenance Engineer, Machine Pulling Sheeps Foot Roller, Material Hopper, Mixer Concrete(21-E & over), Mulching Grass Spreader, Portable Asphalt Plant, Portable Batch Plant, Portable Crusher, Powerhouse Plant, Quarry Master, Roller under 4 ton, Spreading and Fine Grading Machine, Steel Cutting Machine, Stone Crusher, Sweeper, Turbo Jet Burner or similar, Well Drilling Machine, Winch Truck "A" Frame.

GROUP IV-A: Service Person(Fuel Truck), Service Person(Grease Truck).

GROUP IV-B: Bending Machine, Compressor-Compressor Plant-Paint, Compressor-Steel Erection, Compressor Truck Mounted(2-6), Conveyor Belt Machine, Dust Collector, Heater(all types), Lighting Unit(portable & generator), Mixer Concrete under 21-E, Pilot/Assistant Engineer/2 seated, Pumps-Pump Station-Water-Sewer-Gypsum-Plaster, etc., Pump Truck(Sewer Jet or similar), Roller Motorized(Walk behind), Steam Jenny, Stock Room Attendant, Syphon Pump-Air-Stream, Tar Joint Machine, Vibrator(1 to 5), Welding Machine, Welders Helper.

GROUP V-A: Engineer(all Tower Cranes, all Climbing Cranes & all cranes of 100 ton capacity or greater),Hoist Engineer(Steel-Sub Structure), Engineer-Pile Driver, Jersey-Spreader, Pavement breaker, Post Hole Digger

WAGES: (per hour)

	07/01/2018	03/04/2019	03/02/2020
GROUP I	\$ 59.75	\$ 61.03	\$ 62.38
GROUP I-A	52.71	53.80	54.95
GROUP I-B	55.52	56.69	57.92
GROUP II-A	50.49	51.52	52.61
GROUP II-B	52.06	53.13	54.26
GROUP III	49.61	50.61	51.68
GROUP IV-A	45.12	46.00	46.93
GROUP IV-B	38.78	39.49	40.24
GROUP V-A			
Engineer-Cranes	67.64	69.14	70.72
Engineer-Pile Driver	65.33	66.77	68.27
Hoist Engineer	61.28	62.61	64.00
Jersey Spreader	51.65	52.71	53.83
Pavement Breaker	51.65	52.71	53.83
Post Hole Digger	51.65	52.71	53.83

**SHIFT DIFFERENTIAL:**

A 15% premium on all hours paid, including overtime hours for 2nd, 3rd shifts on all government mandated off-shift work

An additional 20% to wage when required to wear protective equipment on hazardous/toxic waste projects. Operators required to use two buckets pouring concrete on other than road pavement shall receive \$0.50 per hour over scale. Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional \$2.00 per hour. Engineers operating cranes with booms 149 feet or over in length will be paid an additional \$3.00 per hour. Operators of shovels with a capacity over (4) cubic yards shall be paid an additional \$1.00 per hour. Operators of loaders with a capacity over (5) cubic yards shall be paid an additional \$0.50 per hour.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker:

	07/01/2018	03/04/2019	03/02/2020
	\$ 20.85	\$ 21.55	\$ 22.50
	+ \$ 8.00	+ \$ 8.00	+ \$ 8.00
	(Limited to 40 hours)	(Limited to 40 hours)	(Limited to 40 hours)

**OVERTIME PAY**

See (D, O, \*U, V) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6, 8, 9, 15, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 9, 15, 25) on HOLIDAY PAGE

\* Note: For Holiday codes 5 & 6, code U applies.

Note: If employees are required to work on Easter Sunday, they shall be paid at the rate of triple time.

**REGISTERED APPRENTICES**

(1)year terms at the following rates:

07/01/2018	03/04/2019	03/02/2020
------------	------------	------------

1st term	\$ 24.81	\$ 25.31	\$ 25.84
2nd term	29.77	30.37	31.01
3rd term	34.73	35.43	36.18
4th term	39.69	40.49	41.34

Supplemental Benefits per hour:

	07/01/2018	03/04/2019	03/02/2020
All terms	\$ 20.85	\$ 21.55	\$ 22.50

8-137Tun

**Operating Engineer - Marine Dredging**

**07/01/2018**

**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 barge mounted cranes and other equipment are only for marine dredging work in navigable waters found in the counties listed above.

Per Hour:

DREDGING OPERATIONS CLASS A Operator, Leverman, Lead Dredgeman	07/01/2018  \$ 38.18
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CLASS A1 Dozer, Front Loader Operator	To conform to Operating Engineer Prevailing Wage in locality where work is being performed including benefits.
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CLASS B Barge Operator Spider/Spill Tug Operator(over1000hp), OperatorII, Fill Placer, Derrick Operator, Engineer, Chief Mate, Electrician, Chief Welder, Maintenance Engineer	\$ 33.02
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Certified Welder, Boat Operator(licensed)	\$ 31.09
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CLASS C Drag Barge Operator, Steward, Mate, Assistant Fill Placer,	\$ 30.24
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Welder (please add)\$ 0.06

Boat Operator	\$ 29.26
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CLASS D Shoreman, Deckhand, Rodman, Scowman, Cook, Messman, Porter/Janitor	\$ 24.30
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Oiler(please add)\$ 0.09

**SUPPLEMENTAL BENEFITS**

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes A & B \$11.23 plus 8%  
of straight time  
wage, Overtime hours  
add \$ 0.63

All Class C \$10.93 plus 8%  
of straight time  
wage, Overtime hours  
add \$ 0.48

All Class D \$10.63 plus 8%  
of straight time  
wage, Overtime hours  
add \$ 0.33

**OVERTIME PAY**

See (B, F, R) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (5, 6, 8, 15, 26) on HOLIDAY PAGE

4-25a-MarDredge

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**Operating Engineer - Survey Crew - Consulting Engineer** **07/01/2018**

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**JOB DESCRIPTION** Operating Engineer - Survey Crew - Consulting Engineer **DISTRICT 9**

**ENTIRE COUNTIES**  
Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Suffolk, Westchester

**PARTIAL COUNTIES**  
Dutchess: That part in Dutchess County lying South of the North City line of Poughkeepsie.

**WAGES**  
Feasibility and preliminary design surveying, any line and grade surveying for inspection or supervision of construction.

Per hour: 07/01/2018  
Survey Classifications

Party Chief \$ 43.10  
Instrument Man 36.01  
Rodman 31.54

**SUPPLEMENTAL BENEFITS**

Per Hour:  
  
All Crew Members: \$ 18.50

**OVERTIME PAY**

OVERTIME:.... See ( B, E\*, Q, V ) ON OVERTIME PAGE.  
\*Doubletime paid on the 9th hour on Saturday.

**HOLIDAY**

Paid: See (5, 6, 7, 11, 16) on HOLIDAY PAGE  
Overtime: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

9-15dconsult

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**Painter** **07/01/2018**

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**JOB DESCRIPTION** Painter **DISTRICT 8**

**ENTIRE COUNTIES**  
Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Suffolk, Westchester

**WAGES**  
Per hour: 07/01/2018

Brush \$ 46.85\*

Abatement/Removal of lead based 46.85\*

or lead containing paint on materials to be repainted.

Spray & Scaffold	\$ 49.85*
Fire Escape	49.85*
Decorator	49.85*
Paperhanger/Wall Coverer	50.03*

\*Subtract \$ 0.10 to calculate premium rate.

**SUPPLEMENTAL BENEFITS**

Per hour: 07/01/2018

Paperhanger	\$ 28.19
All others	26.72
Premium	29.22**

\*\*Applies only to "All others" category, not paperhanger journeyman.

**OVERTIME PAY**

See (A, H) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

One ( 1 ) year terms at the following wage rate.

Per hour:	07/01/2018
Appr 1st term...	\$ 17.85*
Appr 2nd term...	23.26*
Appr 3rd term...	28.14*
Appr 4th term...	37.52*

\*Subtract \$ 0.10 to calculate premium rate.

Supplemental benefits:	
Per Hour:	07/01/2018
Appr 1st term...	\$ 13.81
Appr 2nd term...	16.82
Appr 3rd term...	19.42
Appr 4th term...	24.56

8-NYDC9-B/S

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**Painter** **07/01/2018**

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**JOB DESCRIPTION** Painter

**DISTRICT 8**

**ENTIRE COUNTIES**

Putnam, Suffolk, Westchester

**PARTIAL COUNTIES**

Nassau: All of Nassau except the areas described below: Atlantic Beach, Ceaderhurst, East Rockaway, Gibson, Hewlett, Hewlett Bay, Hewlett Neck, Hewlett Park, Inwood, Lawrence, Lido Beach, Long Beach, parts of Lynbrook, parts of Oceanside, parts of Valley Stream, and Woodmere. Starting on the South side of Sunrise Hwy in Valley Stream running east to Windsor and Rockaway Ave., Rockville Centre is the boundary line up to Lawson Blvd. turn right going west all the above territory. Starting at Union Turnpike and Lakeville Rd. going north to Northern Blvd. the west side of Lakeville road to Northern blvd. At Northern blvd. going east the district north of Northern blvd. to Port Washington Blvd. West of Port Washington blvd. to St. Francis Hospital then north of first traffic light to Port Washington and Sands Point, Manor HAven, Harbour Acres.

**WAGES**

Per hour:	07/01/2018
Drywall Taper	\$ 46.85*

\*Subtract \$ 0.10 to calculate premium rate.

**SUPPLEMENTAL BENEFITS**

Per hour:	07/01/2018
Journeyman	\$ 26.72

**OVERTIME PAY**

See (A, H) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wages - Per Hour: 07/01/2018

1500 hour terms at the following wage rate:

1st term	\$ 17.85*
2nd term	\$ 23.26*
3rd term	\$ 28.14*
4th term	\$ 37.52*

\*Subtract \$ 0.10 to calculate premium rate.

Supplemental Benefits - Per hour:  
One year term (1500 hours) at the following dollar amount.

1st year	\$ 13.81
2nd year	\$ 16.82
3rd year	\$ 19.42
4th year	\$ 24.56

8-NYDCT9-DWT

**Painter - Bridge & Structural Steel**

**07/01/2018**

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

**DISTRICT 8**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour Worked:

STEEL:

Bridge Painting:	07/01/2018	10/01/2018
	\$ 49.50	\$ 49.50
	+ 6.38*	+ 6.38*

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.

**SUPPLEMENTAL BENEFITS**

Per Hour Worked:

Journeyworker:	07/01/2018	10/01/2018
	\$ 8.25	\$ 9.50
	+ 24.35*	+ 26.05*

\* 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 (A, F, R) on OVERTIME PAGE

**HOLIDAY**

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

**REGISTERED APPRENTICES**

Wage - Per hour worked:

Apprentices: (1) year terms

	07/01/2018	10/01/2018
1st year	\$ 22.65	\$ 23.13
2nd year	33.98	34.73
3rd year	45.30	46.30

Supplemental Benefits - Per hour worked:

1st year	\$ 12.76	\$ 13.44
2nd year	19.14	20.16
3rd year	25.52	26.88

8-DC-9/806/155-BrSS

**Painter - Line Striping** **07/01/2018**

**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):	07/01/2018
Striping-Machine Operator*	\$ 29.93
Linerman Thermoplastic	\$ 36.06

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: 07/01/2018  
 Journeyworker:

Striping-Machine operator	\$ 7.44
Linerman Thermoplastic	\$ 7.44

**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:

	07/01/2018
1st term	\$ 11.97
2nd term	17.96
3rd term	23.94

Supplemental Benefits per hour:

1st term	\$ 7.44
2nd term	7.44
3rd term	7.44

8-1456-LS

**Painter - Metal Polisher** **07/01/2018**

**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**

	07/01/2018
Metal Polisher	\$ 30.58
Metal Polisher*	31.53
Metal Polisher**	34.08

\*Note: Applies on New Construction & complete renovation

\*\* Note: Applies when working on scaffolds over 34 feet.

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2018

Journeyworker:  
 All classification \$ 7.72

**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:

	07/01/2018	01/01/2019
1st year	\$ 13.00	\$ 15.00
2nd year	13.00	15.00
3rd year	15.75	15.75
1st year*	\$ 15.39	\$ 17.39
2nd year*	15.44	17.44
3rd year*	16.29	18.29
1st year**	\$ 17.50	19.50
2nd year**	17.50	19.50
3rd year**	18.25	20.25

\*Note: Applies on New Construction & complete renovation

\*\* Note: Applies when working on scaffolds over 34 feet.

Supplemental benefits:

Per hour:

1st year	\$ 5.52	\$ 5.52
2nd year	5.52	5.52
3rd year	5.52	5.52

8-8A/28A-MP

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**Plumber** **07/01/2018**

**JOB DESCRIPTION** Plumber

**DISTRICT** 8

**ENTIRE COUNTIES**

Putnam, Westchester

**WAGES**

Per hour:

07/01/2018

Plumber and  
 Steamfitter \$ 55.66

SHIFT WORK:

When directly specified in public agency or authority contract documents, shift work outside the regular hours of work shall be comprised of eight (8) hours per shift not including Saturday, Sundays and holidays. One half (1/2) hour shall be allowed for lunch after the first four (4) hours of each shift. Wage and Fringes for shift work shall be straight time plus a shift premium of twenty-five (25%) percent. A minimum of five days Monday through Friday must be worked to establish shift work.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker \$ 34.11

**OVERTIME PAY**

See (B, E, E2, Q, V) on OVERTIME PAGE  
OVERTIME:... See on OVERTIME PAGE.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (5, 6, 8, 16, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

(1)year terms at the following wages:

1st Term	\$ 20.59
2nd Term	23.65
3rd Term	27.29
4th Term	39.05
5th Term	41.91

Supplemental Benefits per hour:

1st term	\$ 14.24
2nd term	15.85
3rd term	18.90
4th term	24.74
5th term	26.20

8-21.1-ST

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**Plumber - HVAC / Service**

**07/01/2018**

**JOB DESCRIPTION** Plumber - HVAC / Service

**DISTRICT 8**

**ENTIRE COUNTIES**

Dutchess, Putnam, Westchester

**PARTIAL COUNTIES**

Delaware: Only the townships of Middletown and Roxbury  
Ulster: Entire County(including Walkill and Shawangunk Prisons) except for remainder of Town of Shawangunk and Towns of Plattekill, Marlboro, and Wawarsing.

**WAGES**

Per hour: 07/01/2018

HVAC Service \$ 42.50

**SUPPLEMENTAL BENEFITS**

Per hour:  
07/01/2018

Journeyworker HVAC Service

\$ 22.44

**OVERTIME PAY**

See (B, F, R) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6, 16, 25) on HOLIDAY PAGE  
Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

HVAC SERVICE

(1)year terms at the following wages:

	1st yr.	2nd yr.	3rd yr.	4th yr.	5th yr.
07/01/2018	\$ 19.74	\$ 23.17	\$ 28.91	\$ 35.40	\$38.18

Supplemental Benefits per hour:

Apprentices	07/01/2018
1st term	\$ 17.82
2nd term	18.61
3rd term	19.54
4th term	20.74
5th term	21.63

8-21.1&2-SF/Re/AC

**Plumber - Jobbing & Alterations** **07/01/2018**

**JOB DESCRIPTION** Plumber - Jobbing & Alterations

**DISTRICT 8**

**ENTIRE COUNTIES**

Dutchess, Putnam, Ulster, Westchester

**WAGES**

Per hour:	07/01/2018
Journeyworker:	\$ 43.15

Repairs, replacements and alteration work is any repair or replacement of a present plumbing system that does not change existing roughing or water supply lines.

**SHIFT WORK:**

When directly specified in public agency or authority contract documents, shift work outside the regular hours of work shall be comprised of eight (8) hours per shift not including Saturday, Sundays and holidays. One half (1/2) hour shall be allowed for lunch after the first four (4) hours of each shift. Wage and Fringes for shift work shall be straight time plus a shift premium of twenty-five (25%) percent. A minimum of five days Monday through Friday must be worked to establish shift work.

**SUPPLEMENTAL BENEFITS**

Per hour:	
Journeyworker	\$ 28.84

**OVERTIME PAY**

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

\*When used as a make-up day, hours after 8 on Saturday shall be paid at time and one half.

**HOLIDAY**

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (5, 6, 8, 16, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

(1) year terms at the following wages:

1st year	\$ 18.84
2nd year	20.88
3rd year	22.51
4th year	31.68
5th year	33.42

Supplemental Benefits per hour:

1st year	\$ 9.13
2nd year	10.82
3rd year	14.45
4th year	19.45
5th year	21.20

8-21.3-J&A

**Roofer** **07/01/2018**

**JOB DESCRIPTION** Roofer

**DISTRICT 9**

**ENTIRE COUNTIES**

Bronx, Dutchess, Kings, New York, Orange, Putnam, Queens, Richmond, Rockland, Sullivan, Ulster, Westchester

**WAGES**

Per Hour: 07/01/2018

Roofer/Waterproofer \$ 49.50

Note: Abatement/Removal of Asbestos containing roofs and roofing material is classified as Roofer.

**SUPPLEMENTAL BENEFITS**

Per Hour: \$ 26.37

**OVERTIME PAY**

See (B, H) on OVERTIME PAGE

Note: An observed holiday that falls on a Sunday will be observed the following Monday.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

( 1 ) year term

	1st	2nd	3rd	4th
	\$ 14.87	\$ 24.75	\$ 29.70	\$ 37.13

Supplements:

	1st	2nd	3rd	4th
	\$ 3.30	\$ 16.97	\$ 20.30	\$ 25.31

9-8R

**Sheetmetal Worker**

**07/01/2018**

**JOB DESCRIPTION** Sheetmetal Worker

**DISTRICT 8**

**ENTIRE COUNTIES**

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

**WAGES**

07/01/2018

SheetMetal Worker \$ 43.70

**SHIFT WORK**

For all NYS D.O.T. and other Governmental mandated off-shift work:  
 10% increase for additional shifts for a minimum of five (5) days

**SUPPLEMENTAL BENEFITS**

Journeyworker \$ 41.42

**OVERTIME PAY**

OVERTIME:.. See ( B, E, Q, ) on OVERTIME PAGE.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 15, 16, 23) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

	1st	2nd	3rd	4th	5th	6th	7th	8th
	\$16.18	\$18.20	\$ 20.23	\$ 22.25	\$ 24.27	\$ 26.30	\$ 28.80	\$ 31.29

Supplemental Benefits per hour:

Apprentices

1st term	\$ 17.86
2nd term	20.09
3rd term	22.31
4th term	24.58
5th term	26.79
6th term	29.02
7th term	30.77
8th term	32.55

8-38

**Sheetmetal Worker**

**07/01/2018**

**JOB DESCRIPTION** Sheetmetal Worker

**DISTRICT 4**

**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Suffolk, Westchester

**WAGES**

Per Hour:	07/01/2018	08/01/2018
Sign Erector	\$ 47.67	Additional \$1.95/hr.

NOTE: Structurally Supported Overhead Highway Signs(See STRUCTURAL IRON WORKER CLASS)

**SUPPLEMENTAL BENEFITS**

Per Hour:	07/01/2018	08/01/2018
Sign Erector	\$ 44.44	Additional \$1.64/hr

**OVERTIME PAY**

See (A, F, S) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE  
 Overtime: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Per Hour:  
 6 month Terms at the following percentage of Sign Erectors wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
35%	40%	45%	50%	55%	60%	65%	70%	75%	80%

**SUPPLEMENTAL BENEFITS**

Per Hour:	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
	\$13.11	\$14.85	\$16.59	\$18.34	\$25.56	\$27.80	\$30.76	\$33.07	\$35.36	\$37.65

4-137-SE

**Sprinkler Fitter**

**07/01/2018**

**JOB DESCRIPTION** Sprinkler Fitter

**DISTRICT 1**

**ENTIRE COUNTIES**

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

**WAGES**

Per hour	07/01/2018	01/01/2019
Sprinkler Fitter	\$ 45.42	45.42

**SUPPLEMENTAL BENEFITS**

Per hour	Journeyman	\$ 23.42	23.97
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**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

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

Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

**REGISTERED APPRENTICES**

Wages per hour

For Apprentices HIRED ON OR AFTER 04/01/2010:  
 One Half Year terms at the following percentage of journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
-----	-----	-----	-----	-----	-----	-----	-----	-----	------

45%      50%      55%      60%      65%      70%      75%      80%      85%      90%

Supplemental Benefits per hour worked

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 9.05	\$ 9.11	\$ 17.24	\$ 17.30	\$ 17.86	\$ 17.92	\$ 17.98	\$ 18.03	\$ 18.09	\$ 18.15

For Apprentices HIRED ON OR AFTER 04/01/2013:  
 One Half Year terms at the following percentage of journeyman's wage.

1st      2nd      3rd      4th      5th      6th      7th      8th      9th      10th  
 45%      50%      55%      60%      65%      70%      75%      80%      85%      90%

Supplemental Benefits per hour worked

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 8.27	\$ 8.27	\$ 17.24	\$ 17.24	\$ 17.49	\$ 17.49	\$ 17.49	\$ 17.49	\$ 17.49	\$ 17.49 1-669.2

**Teamster - Building / Heavy&Highway** **07/01/2018**

**JOB DESCRIPTION** Teamster - Building / Heavy&Highway

**DISTRICT 8**

**ENTIRE COUNTIES**  
 Putnam, Westchester

**WAGES**

GROUP A: Straight Trucks (6-wheeler and 10-wheeler), A-frame, Winch, Dynamite Seeding, Mulching, Agitator, Water, Attenuator, Light Towers, Cement (all types), Suburban, Station Wagons, Cars, Pick Ups, any vehicle carrying materials of any kind.

GROUP B: Tractor & Trailers (all types).

GROUP BB: Tri-Axle, 14 Wheeler

GROUP C: Low Boy (carrying equipment).

GROUP D: Fuel Trucks, Tire Trucks.

GROUP E: Off-road Equipment (over 40 tons): Athey Wagons, Belly Dumps, Articulated Dumps, Trailer Wagons.

GROUP F: Off-road Equipment (over 40 tons) Euclid, DJB.

GROUP G: Off-road Equipment (under 40 tons) Athey Wagons, Belly Articulated Dumps, Trailer Wagons.

GROUP H: Off-road Equipment(under 40 tons), Euclid.

GROUP HH: Off-road Equipment(under 40 tons) D.J.B.

GROUP I: Off-road Equipment(under 40 tons) Darts.

GROUP II: Off-road Equipment(under 40 tons) RXS.

WAGES:(per hour)

07/01/2018

GROUP A	\$ 40.92*
GROUP B	41.54*
GROUP BB	41.04*
GROUP C	43.67*
GROUP D	41.37*
GROUP E	41.92*
GROUP F	42.92*
GROUP G	41.67*
GROUP H	42.29*
GROUP HH	42.67*
GROUP I	42.42*
GROUP II	42.79*

\* To calculate premium wage, subtract \$ .20 from the hourly wage.

Note: Fuel truck operators on construction sites addit. \$5.00 per day.  
 For work on hazardous/toxic waste site addit. 20% of hourly rate.

Shift Differential:NYS DOT or other Governmental Agency contracts shall receive a shift differential of Fifteen(15%)percent above the wage rate

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Fridays and Saturdays may be used as make-up days at straight time when a day during the work week has been lost due to inclement weather.

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:

Journeyworker

First 40 hours	\$ 29.42
41st-45th hours	13.38
Over 45 hours	0.25

NOTE: Employees entitled to 1 week of paid vacation based on group classification after 90 days of employment.

**OVERTIME PAY**

See (B, E, P, R) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6, 8, 9, 15, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 9, 15, 25) on HOLIDAY PAGE

8-456

**Welder**

**07/01/2018**

**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, Schuylar, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

**WAGES**

Per hour 07/01/2018

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

## 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, if worked

- ( S1 ) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- ( T ) Triple the hourly rate for Holidays, if worked
- ( U ) Four times the hourly rate for Holidays, if worked
- ( V ) Including benefits at SAME PREMIUM as shown for overtime
- ( W ) Time and one half for benefits on all overtime hours.
- ( 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



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

**REQUEST FOR WAGE AND SUPPLEMENT INFORMATION**

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

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

**This Form Must Be Typed**

Submitted By:

(Check Only One)

Contracting Agency     Architect or Engineering Firm     Public Work District Office    Date:

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

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

Telephone: (    )

Fax: (    )

E-Mail:

2. NY State Units (see Item 5)

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

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

Telephone:(    )

Fax: (    )

E-Mail:

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

New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR THIS PROJECT :

OFFICE USE ONLY

**B. PROJECT PARTICULARS**

5. Project Title \_\_\_\_\_

Description of Work \_\_\_\_\_

Contract Identification Number \_\_\_\_\_

Note: For NYS units, the OSC Contract No. \_\_\_\_\_

6. Location of Project:  
Location on Site \_\_\_\_\_

Route No/Street Address \_\_\_\_\_

Village or City \_\_\_\_\_

Town \_\_\_\_\_

County \_\_\_\_\_

7. Nature of Project - Check One:

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

8. OCCUPATION FOR PROJECT :

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

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

10. Name and Title of Requester

**Signature**





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

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

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

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

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

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

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



**NYSDOL Bureau of Public Work Debarment List 05/24/2018**

**Article 8**

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	****0996	A-1 CONSTRUCTION & RENOVATION INC		1973 81ST ST - SUITE A-5 BROOKLYN NY 11214	01/08/2015	01/08/2020
DOL	NYC		ABDUL KARIM		C/O NORTH AMERICAN IRON W 1560 DECATUR STREETRIDGWOOD NY 11385	05/15/2015	05/15/2020
DOL	DOL	****8488	ABELCRAFT OF NEW YORK CORP		640 ASHFORD AVENUE ARDSLEY NY 10502	08/27/2013	08/27/2018
DOL	DOL	****4539	ACCOMPLISHED WALL SYSTEMS INC		112 OSCAWANA HEIGHTS ROAD PUTNAM VALLEY NY 10542	08/27/2013	08/27/2018
DOL	DOL	****8018	ACCURATE MECHANICAL LLC		9547 BUSTLETON AVENUE PHILADELPHIA PA 19115	02/05/2014	02/05/2019
DOL	DOL		ACCURATE MECHANICAL OF PHILADELPHIA LLC		9547 BUSTLETON AVENUE PHILADELPHIA PA 19115	02/05/2014	02/05/2019
DOL	DOL	****3344	ACT INC		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	NYC		ADRIANA SELA	C/O COLONIAL ROOFING COMPANY INC	247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	DOL	****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P O BOX 296EAST AURORA NY 14052	07/29/2015	07/29/2020
DOL	NYC	****6775	ADVENTURE MASONRY CORP.		1535 RICHMOND AVENUE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	DOL		AJ TORCHIA		10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	DOL	****3344	ALL CATASTROPHE CONSTRUCTION TEAM INC	ACT INC	6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL	****8740	ALLSTATE ENVIRONMENTAL CORP		C/O JOSE MONTAS 27 BUTLER PLACEYONKERS NY 10710	03/18/2011	03/19/2020
DOL	DOL		AMADEO J TORCHIA	TORCHIA'S HOME IMPROVEMENT	10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	NYC		ANISUL ISLAM		C/O RELIANCE GENERAL CONS 644 OCEAN PARKWAYBROOKLYN NY 11230	09/02/2015	09/02/2020
DOL	DOL	****7004	ANNEX CONTRACTING LTD		3005 WYNSUM AVENUE MERRICK NY 11566	08/18/2014	08/18/2019
DOL	DOL	****7004	ANNEX GENERAL CONTRACTING INC		3005 WYNSUM AVENUE MERRICK NY 11566	08/18/2014	08/18/2019
DOL	DA		ANTHONY CARDINALE		58-48 59TH STREET MASPETH NY 11378	05/16/2012	05/08/2020
DOL	DOL		ANTHONY J MINGARELLI JR		C/O T & T CONCRETE INC 2560 HAMBURG TURNPIKELACKAWANNA NY 14218	07/08/2015	07/08/2020
DOL	DOL		ANTHONY PERGOLA		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10323	01/23/2017	01/23/2022
DOL	DOL	****3020	APCO CONTRACTING CORP		24 SOUTH MARYLAND AVENUE PORT WASHINGTON NY 11050	09/24/2012	09/02/2020
DOL	DOL	****3219	APOLLO CONSTRUCTION SERVICES CORP	APOLLO PAINTING CO	157 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		APOLLO PAINTING CO		157 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	****3295	APOLLO PAINTING CORP		3 ALAN B SHEPART PLACE YONKERS NY 10705	03/12/2014	03/12/2019
DOL	AG	****0194	APPLIED CONSTRUCTION INC		46 RUGBY ROAD WESTBURY NY 11590	11/20/2013	11/20/2018
DOL	NYC	****8403	AQUA JET PAINTING CORP		10 VIKING DRIVE WEST ISLIP NY 11795	04/16/2014	04/16/2019
DOL	NYC	****9232	ARKAY CONSTRUCTION INC		102-104 GREYLOCK AVENUE BELLEVILLE NJ 07109	07/15/2015	07/15/2020
DOL	DOL	****3953	ASCAPPE LANDSCAPE & CONSTRUCTION CORP		634 ROUTE 303 BLAUVELT NY 10913	07/26/2012	11/19/2018
DOL	NYC	****4779	ASTORIA GENERAL CONTRACTING CORP		35-34 31ST STREET LONG ISLAND CITY NY 11106	09/02/2015	09/02/2020
DOL	NYC	****7217	ASTRO COMMUNICATIONS OF NY CORP		79 ALEXANDER AVE- STE 36A BRONX NY 10454	10/30/2015	10/30/2020
DOL	NYC	****6046	ATLANTIC SUN CONSTRUCTION CORP		58-46 59TH AVENUE MASPETH NY 11378	05/08/2015	05/08/2020

**NYS DOL Bureau of Public Work Debarment List 05/24/2018**

**Article 8**

DOL	NYC	****6683	ATLAS RESTORATION CORP.	35-12 19TH AVENUE ASTORIA NY 11105	08/02/2017	08/02/2022
DOL	NYC		AUDLEY O'BRIEN	1273 NORTH AVENUE/#1 CP NEW ROCHELLE NY 10804	04/07/2015	04/07/2020
DOL	DOL		AVIS R HILL	3510 HICKORY WALK LANE ELLENWOOD GA 32094	01/22/2015	01/22/2020
DOL	AG		AVTAR SINGH	116-24 127TH STREET SOUTH OZONE PARK NY 11420	12/22/2015	12/22/2020
DOL	AG		BALDEV SINGH	116-24 127TH STREET SOUTH OZONE PARK NY 11420	12/22/2015	12/22/2020
DOL	DOL		BARBARA CASSIDY	7 BLENIS PLACE VALHALLA NY 10595	04/02/2015	04/02/2020
DOL	DOL		BARRY KINNEY	6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	NYC	****3915	BEACON RESTORATION INC	SUITE B-8 782 PELHAM PARKWAY SOUTHBRONX NY 10462	04/21/2016	04/21/2021
DOL	DOL		BEVERLY F WILLIAMS	1238 PRESIDENT STREET BROOKLYN NY 11225	11/18/2013	11/18/2018
DOL	DOL	****4512	BOB BRUNO EXCAVATING, INC.	5 MORNINGSIDE DRIVE AUBURN NY 13021	11/15/2016	11/15/2021
DOL	DOL	****4512	BOB BRUNO EXCAVATING, INC.	5 MORNINGSIDE DRIVE AUBURN NY 13021	11/15/2016	11/15/2021
DOL	DOL	****8551	BRANDY'S MASONRY	216 WESTBROOK STREET P O BOX 304SAYRE PA 18840	08/09/2016	08/09/2021
DOL	NYC	****6555	BROOKLYN WELDING CORP	1273 NORTH AVENUE/ #1 CP NEW ROCHELLE NY 10804	04/07/2015	04/07/2020
DOL	DOL	****1449	BRRESTORATION NY INC	140 ARCADIA AVENUE OSWEGO NY 13126	09/12/2016	09/12/2021
DOL	DOL		BRUCE MORSEY	C/O KENT HOLLOW SIDING LL 29A BRIDGE STREETNEW MILFORD CT 06776	01/15/2016	01/15/2021
DOL	DOL	****6156	C & J LANDSCAPING & MAINTENANCE INC	520 PINE HILL ROAD CHESTER NY 10940	06/23/2014	06/23/2019
DOL	DOL	****8809	C.B.E. CONTRACTING CORPORATION	310 MCGUINNESS BLVD GREENPOINT NY 11222	03/07/2017	03/07/2022
DOL	DOL		CARIBBEAN POOLS	C/O DOUGLAS L MALARKEY 64 VICTORIA DRIVEBINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	NYC	****9172	CASSIDY EXCAVATING INC	14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	04/02/2020
DOL	DOL	****6745	CATSKILL FENCE INSTALLATIONS INC	5445 ROUTE 32 CATSKILL NY 12414	08/22/2014	08/22/2019
DOL	DOL	****8530	CAZ CONTRACTING CORP	37-11 35TH AVENUE LONG ISLAND CITY NY 11101	08/26/2013	08/26/2018
DOL	DOL	****8809	CBE CONTRACTING CORP	142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	AG		CESAR J. AGUDELO	81-06 34TH AVENUE APT. 6EJACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	DOL	****7655	CHAMPION CONSTRUCTION SERVICES CORP	2131 SCHENECTADY AVENUE BROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	NYC		CHARLES CASSIDY JR	14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	04/02/2020
DOL	DOL		CHARLES ZIMMER JR	216 WESTBROOK STREET P O BOX 304SAYRE PA 18840	08/09/2016	08/09/2021
DOL	DOL		CHRISTINE J HEARNE	C/O CJ-HEARNE CONSTRUCTIO 131 PONCE DE LEON AVE NEATLANTA GA 30308	12/01/2015	12/01/2020
DOL	DOL	****3360	CITY LIMITS GROUP INC	2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL	****0671	CJ-HEARNE CONSTRUCTION CO	SUITE 204 131 PONCE DE LEON AVENUEATLANTA GA 30308	12/01/2015	12/01/2020
DOL	NYC	****2905	COLONIAL ROOFING COMPANY INC	247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	NYC	****3182	COLORTECH INC	5990 58TH AVENUE MASPETH NY 11378	11/18/2013	11/18/2018
DOL	DOL	****2703	CONKLIN'S TECH- MECHANICAL INC	5 PARKER AVENUE POUGHKEEPSIE NY 12601	03/25/2014	03/25/2019
DOL	DOL		CONSTANTINOS ZERVAS	37-11 35TH AVENUE LONG ISLAND CITY NY 11101	08/26/2013	08/26/2018
DOL	NYC	****4468	CRAFT CONTRACTING GROUP INC	3256 BRUNER AVENUE BRONX NY 10469	07/29/2014	07/29/2019

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DOL	NYC	****8507	CRAFT FENCE INC		3256 BRUNER AVENUE BRONX NY 10469	07/29/2014	07/29/2019
DOL	NYC	****2164	CREATIVE TRUCKING INC		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	DOL	****7761	D L MALARKEY CONSTRUCTION		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	****7888	D L MALARKEY CONSTRUCTION INC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	****5629	DAKA PLUMBING AND HEATING LLC		2561 ROUTE 55 POUGHQUAG NY 12570	02/19/2016	02/19/2021
DOL	DOL		DANICA IVANOSKI		61 WILLETT ST. PASSAIC NJ 07503	10/26/2016	10/26/2021
DOL	DOL		DARYL T RIEKS		C/O RIEKS CONTRACTING LLC 4804 GAHWILER ROADAUBURN NY 13021	05/01/2015	05/01/2020
DOL	NYC	****7707	DASSLE CONTRACTING INC		213-37 39TH AVE/SUITE 120 BAYSIDE NY 11360	05/08/2015	05/08/2020
DOL	DOL		DAVID MARTINEZ		C/O EMPIRE TILE INC 6 TREMONT COURTHUNTINGTON STATION NY 11746	03/08/2016	03/08/2021
DOL	NYC		DAWN AVILA AKA DAWN BECHTOLD		1ST FLOOR STORE FRONT 88-10 LITTLE NECK PARKWAYFLORAL PARK NY 11001	06/24/2014	06/24/2019
DOL	NYC		DAWN BECHTOLD AKA DAWN AVILA		1ST FLOOR STORE FRONT 88-10 LITTLE NECK PARKWAYFLORAL PARK NY 11001	06/24/2014	06/24/2019
DOL	DOL		DEAN ROBBINS III		212 OXFORD WAY SCHENECTADY NY 12309	12/11/2012	09/16/2018
DOL	DOL		DEBBIE STURDEVANT		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	AG		DEBRA MARTINEZ		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	NYC	****3865	DECOMA BUILDING CORPORATION		134 EVERGREEN PL/STE 101 EAST ORANGE NJ 07018	12/30/2013	12/30/2018
DOL	DOL		DEDA GAZIVODAN		C/O DAKA PLUMBING AND H 2561 ROUTE 55POUGHQUAG NY 12570	02/19/2016	02/19/2021
DOL	DOL	****1446	DELTA CONTRACTING PAINTING AND DECORATING INC		437 SUNRISE HIGHWAY WEST BABYLON NY 11707	08/12/2013	08/12/2018
DOL	DOL	****3538	DELTA CONTRACTING PAINTING AND DESIGN INC		75 MCCULLOCH DRIVE DIX HILLS NY 11746	10/19/2010	08/12/2018
DOL	DOL		DENNIS SCHWANDTNER		C/O YES SERVICE AND REPAI 145 LODGE AVEHUNTINGTON STATION NY 11476	08/09/2016	08/09/2021
DOL	DOL	****9868	DESANTIS ENTERPRISES		161 OSWEGO RIVER ROAD PHOENIX NY 13135	09/24/2013	11/18/2018
DOL	DOL		DF CONTRACTORS OF ROCHESTER, INC.		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DF CONTRACTORS, INC.		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL	****9252	DI BERNARDO TILE AND MARBLE CO INC		15 WALKER WAY ALBANY NY 12205	03/21/2014	03/21/2019
DOL	NYC		DIMITRIOS KOUTSOUKOS		C/O ASTORIA GENERAL CONTR 35-34 31ST STREETLONG ISLAND CITY NY 11106	09/02/2015	09/02/2020
DOL	NYC		DIMITRIOS TSOUMAS		35-12 19TH AVENUE ASTORIA NY 11105	08/02/2017	08/02/2022
DOL	DOL	****3242	DONALD R. FORSAY	DF LAWN SERVICE	1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DONALD R. FORSAY		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DORIS SKODA		C/O APCO CONTRACTING CORP 24 SOUTH MARYLAND AVENUEPORT WASHINGTON NY 11050	09/24/2012	09/02/2020
DOL	NYC	****7404	DOSANJH CONSTRUCTION CORP		9439 212TH STREET QUEENS VILLAGE NY 11428	02/25/2016	02/25/2021
DOL	DOL		DOUGLAS L MALARKEY	MALARKEY CONSTRUCTI ON	64 VICTORIA DRIVE B INGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	****6982	DUFOR GROUP INC	DUFOR MASONRY	353 WEST 56TH STREET #7M NEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL		DUFOR MASONRY		353 WEST 56TH ST #7M NEW YORK NY 10019	06/10/2014	06/10/2019

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DOL	DOL		DUFOUR MASONRY & RESTORATION INC		353 WEST 56TH STREET #7M NEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL	*****5840	DYNA CONTRACTING INC		363 88TH STREET BROOKLYN NY 11209	11/18/2013	11/18/2018
DOL	DOL		E C WEBB		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL		EARL GALBREATH		640 ASHFORD AVENUE ARDSLEY NY 10502	08/27/2013	08/27/2018
DOL	DOL		EARL L WILSON	WILSON BROTHER DRYWALL CONTRACTOR S	36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	DOL	*****1496	EAST COAST DRYWALL INC		1238 PRESIDENT STREET BROOKLYN NY 11225	11/18/2013	11/18/2018
DOL	NYC		EDWARD MENKEN		C/O AQUA JET PAINTING 10 VIKING DRIVEWEST ISLIP NY 11795	04/16/2014	04/16/2019
DOL	NYC	*****0900	EF PRO CONTRACTING INC		147 BROOME AVENUE ATLANTIC BEACH NY 11509	03/03/2014	03/03/2019
DOL	NYC		EFSTRATIOS BERNARDIS		23-73 48TH STREET LONG ISLAND CITY NY 11103	04/24/2014	04/24/2019
DOL	DOL		ELIZABETH RAMADANI		C/O RAMADA CONSTRUCTION 80 SAVO LOOPSTATEN ISLAND NY 10309	01/07/2014	01/07/2019
DOL	DOL		ELLEN DESANTIS	DESANTIS ENTERPRISES	161 OSWEGO RIVER ROAD PHOENIX NY 13135	09/24/2013	11/18/2018
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	AG		EMILIO FRANZA		90 JUNIUS STREET BROOKLYN NY 11212	01/23/2014	01/23/2019
DOL	DOL		EMPIRE CONCRETE SERVICES LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL	*****0511	EMPIRE CONCRETE SYSTEMS LLC		101 SULLYS TRAIL/ SUITE 2 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL	*****2353	EMPIRE CONSTRUCTORS LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL		EMPIRE PRECAST LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL	*****3270	EMPIRE TILE INC		6 TREMONT COURT HUNTINGTON STATION NY 11746	03/08/2016	03/08/2021
DOL	NYC		EVERTON CARLESS		134 EVERGREEN PL/STE 101 EAST ORANGE NJ 07018	12/30/2013	12/30/2018
DOL	DOL	*****7403	F & B PAINTING CONTRACTING INC		2 PARKVIEW AVENUE HARRISON NY 10604	09/26/2016	09/26/2021
DOL	DOL		F KALAFATIS		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL		FANTASTIC PAINTING		493 LANSING ROAD FULTONVILLE NY 12072	11/18/2013	11/18/2018
DOL	DOL		FAY MATTHEW		C/O CHAMPION CONSTRUCTION 2131 SCHENECTADY AVENUEBROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	DOL		FAZIA GINA ALI-MOHAMMED	C/O CHAMPION CONSTRUCTI ON	2131 SCHENECTADY AVENUE BROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	DOL	*****1311	FLOZ-ON PAINTING & DECORATING INC		12 DUNDERBERG ROAD TOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL	*****8961	FLOZ-ON PAINTING INC		12 DUNDERBERG ROAD TOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL		FRAN MICELI		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL		FRANCES KALAFATIS		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL		FRANCES KALAFATIS-MICELI		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL		FRANK BENEDETTO		C/O F & B PAINTING CONTRA 2 PARKVIEW AVENUEHARRISON NY 10604	09/26/2016	09/26/2021
DOL	DOL		FRANK DEMARTINO		101-61 99TH STREET OZONE PARK NY 11416	02/15/2017	02/15/2022
DOL	DOL		FRANK DEMARTINO		101-61 99TH STREET OZONE PARK NY 11416	02/15/2017	02/15/2022
DOL	DOL		FRANK J MERCANDO		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	02/03/2019

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DOL	DOL		FRANK MICELI JR	C/O FRANK MICELI JR CONTRACTING INC	19 CLIFF STREET NEW ROCHELLE NY 10801	10/16/2013	10/16/2018
DOL	DOL	****1321	FRANK MICELI JR CONTRACTING INC		19 CLIFF STREET NEW ROCHELLE NY 10801	10/16/2013	10/16/2018
DOL	DOL	****2724	FRESH START PAINTING CORP		157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		G FUCCI CONSTRUCTION SERVICES		3 ALAN B SHEPARD PLACE YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	****6767	G FUCCI PAINTING INC		C/O SPIEGEL & UTRERA 1 MAIDEN LANE - 5TH FL NEW YORK NY 10038	03/12/2014	03/12/2019
DOL	DOL	****4546	GAF PAINTING LLC		157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GALINDA ROTENBERG		C/O GMDV TRANS INC 67-48 182ND STREET FRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	DOL		GARDEN STATE PAINTING		157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GARY MCDOWELL	GM CONSTRUCTION & LAWN CARE SERVICE	76 PLEASANT STREET WELLSVILLE NY 14895	06/11/2013	06/11/2018
DOL	DOL		GEORGE DI BERNARDO		C/O DI BERNARDO TILE 15 WALKER WAY ALBANY NY 12205	03/21/2014	03/21/2019
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DOL	****0878	GM CONSTRUCTION & LAWN CARE SERVICE		76 PLEASANT STREET WELLSVILLE NY 14895	06/11/2013	06/11/2018
DOL	DOL	****5674	GMDV TRANS INC		67-48 182ND STREET FRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	DOL	****0090	GOLDS FLOORING INSTALLATIONS INC		25 HAMILTON ROAD MONTICELLO NY 12701	10/16/2013	10/16/2018
DOL	DOL		GREGORY A FUCCI		C/O PAF PAINTING SERVICES 157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GREGORY FUCCI JR		C/O APOLLO CONSTRUCTION 157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GREGORY S. OLSON		P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	****9456	GUILLO CONTRACTING CORP		P O BOX 229 CALVERTON NY 11933	07/08/2013	07/08/2018
DOL	NYC	****0346	H N H CONTRACTORS CORP		4558 BROADWAY # 6 NEW YORK NY 10040	08/04/2014	08/04/2019
DOL	DOL		HALSSAM FOSTOK		5 HANSEN PLACE WAYNE NJ 07470	09/18/2013	09/18/2018
DOL	NYC		HAMEEDUL HASAN		240 HOME STREET TEANECK NJ 07666	08/04/2014	08/04/2019
DOL	AG	****9918	HARA ELECTRIC CORP		2461 47TH STREET ASTORIA NY 11103	09/26/2013	09/26/2018
DOL	NYC		HARMEL SINGH		15 CLINTON LANE HICKSVILLE NY 11801	02/25/2016	02/25/2021
DOL	NYC		HAROLD KUEMMEL		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	AG		HARVINDER SINGH PAUL		90 JUNIUS STREET BROOKLYN NY 11212	01/23/2014	01/23/2019
DOL	DOL		HENRY VAN DALRYMPLE		2663 LANTERN LANE ATLANTA GA 30349	12/01/2015	12/01/2020
DOL	DOL	****6370	HILLIANO CONSTRUCTION & ELECTRICAL INC		354 MAGNOLIA STREET ROCHESTER NY 14611	01/22/2015	01/22/2020
DOL	DOL	****8282	IDEMA DEVELOPMENT INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL	****8282	IDEMA GENERAL CONTRACTORS INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL	****7001	INTEGRATED CONSTRUCTION & POWER SYSTEMS INC		SUITE 100 2105 W GENESEE STREETS YRACUSE NY 13219	01/06/2016	01/06/2021
DOL	AG	****0000	J A M CONSTRUCTION CORP		SUITE 125 265 SUNRISE HIGHWAY ROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL	****7598	J M RICH LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019

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DOL	DOL	****3478	J N P CONSTRUCTION CORP		50 LOUIS COURT P O BOX 1907SOUTH HACKENSACK NY 07606	03/21/2014	03/21/2019
DOL	DOL		J N RICH LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL	****4910	J V MAGIC TOUCH CORPORATION		94-25 57TH AVENUE, APT 5G ELMHURST NY 11373	01/12/2015	01/12/2020
DOL	DOL		J.A. HIRES CADWALLADER		P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		JACQUELINE HOWE		C/O FLOZ-ON PAINTING INC 12 DUNDERBERG ROADTOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL	****8627	JAG I LLC		635 LUZERNE ROAD QUEENSBURY NY 12804	09/16/2013	09/16/2018
DOL	DOL	****2868	JAG INDUSTRIES INC		175 BROAD ST - SUITE 320 GLENS FALLS NY 12801	09/16/2013	09/16/2018
DOL	DOL		JAMES B RHYNDERS		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL		JAMES BOYCE		C/O EMPIRE CONCRETE SYST 101 SULLYS TRAIL/SUITE 20PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL		JAMES E RHYNDERS		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	AG		JAMES FALCONE		SUITE 125 265 SUNRISE HIGHWAYROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL		JAMES RHYNDERS SR		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL		JAMES SICKAU		3090 SHIRLEY ROAD NORTH COLLINS NY 14111	04/19/2011	07/08/2020
DOL	DOL		JASON M RICH		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL		JASON W MILLIMAN		C/O ROCHESTER ACOUSTICAL P O BOX 799HILTON NY 14468	02/19/2016	02/19/2021
DOL	DOL		JEFF P BRADLEY		520 PINE HILL ROAD CHESTER NY 10940	06/23/2014	06/23/2019
DOL	NYC		JEFFREY CASSIDY		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	04/02/2020
DOL	DOL		JERALD HOWE		C/O FLOZ-ON PAINTING INC 12 DUNDERBERG ROADTOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL		JEROME LACITIGNOLA		C/O CATSKILL FENCE INSTAL 5445 ROUTE 32 CATSKILL NY 12414	08/22/2014	08/22/2019
DOL	DOL		JESSICA WHITESIDE		C/O BRRESTORATION NY INC 140 ARCADIA AVENUEOSWEGO NY 13126	09/12/2016	09/12/2021
DOL	AG		JOHN ANTHONY MASSINO		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JOHN DESCUL		437 SUNRISE HIGHWAYA WEST BABYLON NY 11704	08/12/2013	08/12/2018
DOL	DOL		JOHN F. CADWALLADER		200 LATTA BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	****4612	JOHN F. CADWALLADER, INC.	THE GLASS COMPANY	P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	AG	****0600	JOHNCO CONTRACTING, INC.		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JON E DEYOUNG		261 MILL ROAD P O BOX 296EAST AURORA NY 14052	07/29/2015	07/29/2020
DOL	DOL		JORGE VILLALOBOS		94-25 57TH AVENUE - APT 5 ELMHURST NY 11373	01/12/2015	01/12/2020
DOL	DOL		JOSE MONTAS		27 BUTLER PLACE YONKERS NY 10710	03/18/2011	03/19/2020
DOL	AG		JOSEPH FALCONE		SUITE 125 265 SUNRISE HIGHWAYROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL	****9273	JOSEPH M LOVETRO		P O BOX 812 BUFFALO NY 14220	08/09/2016	08/09/2021
DOL	NYC		JOSEPH MARTINO		1535 RICHMOND AVENUE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	DOL		JOSEPH MARTONE		112 OSCAWANA HEIGHTS ROAD PUTNAM VALLEY NY 10542	08/27/2013	08/27/2018

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DOL	DOL		JOSHUA DEBOWSKY		9547 BUSTLETON AVENUE PHILADELPHIA PA 19115	02/05/2014	02/05/2019
DOL	DOL		JOYA MUSCOLINO		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	DOL		JUANA MARTINEZ		C/O LEAD CONSTRUCTION 27 BUTLER PLACE YONKERS NY 10710	03/19/2015	03/19/2020
DOL	DOL	****4340	JUBCO SITE DEVELOPMENT LLC		462 LAKEVIEW AVENUE VALHALLA NY 10595	12/16/2013	12/16/2018
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL	****5062	K R F SITE DEVELOPMENT INC		375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579	01/23/2017	01/23/2022
DOL	DOL		KAREN HARTMAN		C/O GUILLO CONTRACTING P O BOX 229 CALVERTON NY 11933	07/08/2013	07/08/2018
DOL	NYC		KATHLEEN SELA	C/O COLONIAL ROOFING COMPANY INC	247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	DOL		KENNETH FIORENTINO		375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579	01/23/2017	01/23/2022
DOL	DOL	****9732	KENT HOLLOW SIDING LLC		29A BRIDGE STREET NEW MILFORD CT 06776	01/15/2016	01/15/2021
DOL	DOL		KEVIN BABCOCK JR		P O BOX 46 THOMPSON RIDGE NY 10985	08/22/2014	08/22/2019
DOL	DOL		KEVIN M BABCOCK		P O BOX 46 THOMPSON RIDGE NY 10985	08/22/2014	08/22/2019
DOL	DOL		KIM SOROCENSKI		C/O SOLUTION MATTERS INC 198 NORWOOD ROADPORT JEFFERSON NY 11776	11/19/2015	11/19/2020
DOL	AG		KOSTAS "GUS" ANDRIKOPOULOS		2461 47TH STREET ASTORIA NY 11103	09/26/2013	09/26/2018
DOL	DA	****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL	****6224	LAKESIDE FIRE SPRINKLERS LLC		125 CHAUTAUQUA AVENUE LAKEWOOD NY 14750	06/24/2015	06/24/2020
DOL	AG	****4643	LALO DRYWALL, INC.		221 OLD FORD ROAD NEW PLATZ NY 12561	05/20/2016	05/20/2021
DOL	DOL	****4505	LARAPINTA ASSOCIATES INC		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	DOL		LAURI MARTONE		112 OSCAWANA HEIGHTS ROAD PUTNAM VALLEY NY 10542	08/27/2013	08/27/2018
DOL	DOL		LAVERN GLAVE		161 ROBYN RD MONROE NY 10950	09/15/2014	09/15/2019
DOL	DOL		LAVERN GLAVE		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL		LAWRENCE J RUGGLES		P O BOX 371 ROUND LAKE NY 12151	05/12/2014	05/12/2019
DOL	DOL	****1364	LEAD CONSTRUCTION SERVICES INC		3 ALAN B SHEPARD PLACE YONKERS NY 10705	03/19/2015	03/19/2020
DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	06/24/2016	09/19/2022
DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	06/24/2016	09/19/2022
DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	01/17/2017	09/19/2022
DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	08/14/2017	09/19/2022
DOL	AG		LEONID FRIDMAN		APT 5 200 BRIGHTON, 15TH STBROOKLYN NY 11235	01/23/2014	01/23/2019
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022

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DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	08/14/2017	08/14/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	01/17/2017	09/19/2022
DOL	DOL		LINDSEY R CRILL		143 FILLMORE AVENUE BUFFALO NY 14210	01/08/2015	01/08/2020
DOL	AG	****4216	LOTUS-C CORP.		81-06 34TH AVENUE APT. 6E JACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	AG		LUIS MARTINEZ	LALO DRYWALL	211 MAIN ST. NEW PALTZ NY 12561	05/20/2016	05/20/2021
DOL	NYC	****2850	M A 2 FLAGS CONTRACTING CORP		25-18 100TH STREET EAST ELMHURST NY 11369	08/21/2013	08/21/2018
DOL	DOL		M ANVER BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	AG	****6957	M B DIN CONSTRUCTION INC		8831 20TH AVENUE/SUITE 6E BROOKLYN NY 11214	11/17/2015	11/17/2020
DOL	NYC	****6317	M S QUALITY CONSTRUCTION LLC		27 MAPLEWOOD AVENUE COLONIA NJ 07067	02/04/2015	02/04/2020
DOL	DOL		M. ANVER BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	NYC		MACIEJ SONTOWSKI		27 MAPLEWOOD AVENUE COLONIA NJ 07067	02/04/2015	02/04/2020
DOL	NYC	****9590	MACK GLASSNAUTH IRON WORKS INC		137 LIBERTY AVENUE BROOKLYN NY 11212	12/21/2015	12/21/2020
DOL	NYC	****3141	MACKIEY REED ELECTRIC INC		1ST FLOOR STORE FRONT 88-10 LITTLE NECK PARKWAY FLORAL PARK NY 11001	06/24/2014	06/24/2019
DOL	DOL	****1784	MADISON AVE CONSTRUCTION CORP		39 PENNY STREET WEST ISLIP NY 11795	11/02/2016	11/02/2021
DOL	DOL		MALARKEY'S BAR & GRILL LLC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	****0705	MALARKEY'S PUB & GRUB LLC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		MARIACHI'S PIZZERIA		C/O DOUGLAS L MALARKEY 64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL		MARK MIONIS		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL	****5533	MARQUISE CONSTRUCTION & DEVELOPMENT CORP		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	DOL	****8810	MARQUISE CONSTRUCTION ASSOCIATES INC		20 BOSWELL ROAD PUTNAM VALLEY NY 10579	09/03/2013	09/03/2018
DOL	DOL	****1134	MARQUISE CONSTRUCTION CORP		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	DOL		MARVIN A STURDEVANT		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	DOL		MATTHEW IDEMA GENERAL CONTRACTORS INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL	****6416	MCCALL MASONRY		P O BOX 304 SAYRE PA 18840	08/09/2016	08/09/2021
DOL	DOL	****4259	MERCANDO CONTRACTING CO INC		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	02/03/2019
DOL	DOL	****0327	MERCANDO INDUSTRIES LLC		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	02/03/2019
DOL	NYC	****5330	METRO DUCT SYSTEMS INC		1219 ASTORIA BOULEVARD LONG ISLAND CITY NY 11102	04/16/2014	11/19/2020
DOL	DOL	****3368	MICEK CONSTRUCTION CO INC		20 CROSS STREET FALCONER NY 14733	12/02/2014	12/02/2019
DOL	DOL		MICHAEL A PASCARELLA		SUITE 100 2105 WEST GENESEE STREET SYRACUSE NY 13219	01/06/2016	01/06/2021
DOL	DOL		MICHAEL F LEARY JR		3813 SNOWDEN HILL ROAD NEW HARTFORD NY 13413	06/19/2013	06/19/2018
DOL	DOL		MICHAEL F LEARY JR METAL STUD & DRYWALL		3813 SNOWDEN HILL ROAD NEW HARTFORD NY 13413	06/19/2013	06/19/2018
DOL	NYC		MICHAEL HIRSCH		C/O MZM CORP 163 S MAIN STREET NEW CITY NY 10956	01/28/2016	01/28/2021

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DOL	DOL		MICHAEL KTISTAKIS		363 88TH STREET BROOKLYN NY 11209	11/18/2013	11/18/2018
DOL	AG		MICHAEL RIGLIETTI		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL		MICHAEL WILSON	WILSON BROTHER DRYWALL CONTRACTOR S	36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	DOL		MICHELLE L BARBER		635 LUZERNE ROAD QUEENSBURY NY 12804	09/16/2013	09/16/2018
DOL	NYC		MIGUEL ACOSTA		25-18 100TH STREET EAST ELMHURST NY 11369	08/21/2013	08/21/2018
DOL	NYC		MILANCE HADZIC		22 CALIFORNIA AVE - STE 1 PATERSON NJ 07503	03/11/2015	03/11/2020
DOL	AG		MOHAMMAD RIAZ		46 RUGBY ROAD WESTBURY NY 11590	11/20/2013	11/20/2018
DOL	AG		MOHAMMED N CHATHA		8831 20TH AVENUE/SUITE 6E BROOKLYN NY 11214	11/17/2015	11/17/2020
DOL	DOL	*****2737	MOUNTAIN'S AIR INC		2471 OCEAN AVENUE- STE 7A BROOKLYN NY 11229	09/24/2012	09/18/2020
DOL	AG		MSR ELECTRICAL CONSTRUCTION CORP.		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL		MUHAMMAD BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL		MUHAMMAD BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL		MUHAMMAD PERVAIZ		C/O CHAMPION CONSTRUCTION 2131 SCHENECTADY AVENUEBROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	NYC	*****3613	MZM CORP		163 S MAIN STREET NEW CITY NY 10956	01/28/2016	01/28/2021
DOL	NYC	*****1284	NEW AMERICAN RESTORATION INC		22 CALIFORNIA AVE - STE 1 PATERSON NJ 07503	03/11/2015	03/11/2020
DOL	DA	*****6988	NEW YORK INSULATION INC		58-48 59TH STREET MASPETH NY 11378	05/16/2012	05/08/2020
DOL	NYC	*****4839	NEW YORK RIGGING CORP		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	NYC		NICHOLAS PROVENZANO		147 BROOME AVENUE ATLANTIC BEACH NY 11509	03/03/2014	03/03/2019
DOL	NYC		NICHOLAS PROVENZANO		147 BROOME AVENUE ATLANTIC BEACH NY 11509	03/03/2014	03/03/2019
DOL	NYC	*****1968	NORTH AMERICAN IRON WORKS INC		1560 DECATUR STREET RIDGWOOD NY 11385	05/15/2015	05/15/2020
DOL	DOL	*****6966	NORTH COUNTRY DRYWALL AND PAINT		23167 COUNTY ROUTE 59 DEXTER NY 13634	10/24/2016	10/24/2021
DOL	DOL	*****0065	NORTHEAST LANDSCAPE AND MASONRY ASSOC		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10523	01/23/2017	01/23/2022
DOL	DOL	*****1845	OC ERECTERS, LLC A/K/A OC ERECTERS OF NY INC.		1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442	01/16/2018	01/16/2023
DOL	NYC	*****8337	OPTIMUM CONSTRUCTION INC		23-73 48TH STREET LONG ISLAND CITY NY 11103	04/24/2014	04/24/2019
DOL	NYC		ORSON ARROYO		C/O METRO DUCT SYSTEMS 12-19 ASTORIA BOULEVARDLONG ISLAND CITY NY 11102	04/16/2014	11/19/2020
DOL	DOL	*****4546	PAF PAINTING CORP		161 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****5242	PAF PAINTING SERVICES INC	GARDEN STATE PAINTING	157 TIBBETTS ROAD YONKERS NY 10103	03/12/2014	03/12/2019
DOL	DOL		PAF PAINTING SERVICES OF WESTCHESTER INC		C/O SPIEGEL & UTRERA 1 MAIDEN LANE - 5TH FLNEW YORK NY 10038	03/12/2014	03/12/2019
DOL	DOL	*****8802	PAT'S HEATING AND AIR CONDITIONING LTD		P O BOX 371 ROUND LAKE NY 12151	05/12/2014	05/12/2019
DOL	DOL		PATRICIA M RUGGLES		P O BOX 371 ROUND LAKE NY 12151	05/12/2014	05/12/2019
DOL	NYC	*****9422	PELIUM CONSTRUCTION, INC.		22-33 35TH ST. ASTORIA NY 11105	12/30/2016	12/30/2021
DOL	DOL		PETER M PERGOLA		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10523	01/23/2017	01/23/2022
DOL	NYC		PETER TRITARIS		5990 58TH AVENUE MASPETH NY 11378	11/18/2013	11/18/2018
DOL	DOL		PIERRE LAPORT		224 COUNTY HIGHWAY 138 BROADALBIN NY 12025	03/07/2017	03/07/2022

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DOL	DOL	****1543	PJ LAPORT FLOORING INC		224 COUNTY HIGHWAY 138 BROADALBIN NY 12025	03/07/2017	03/07/2022
DOL	DOL	****2989	PROFESSIONAL ESTIMATING & BUSINESS CORP		157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	****6895	PROLINE CONCRETE OF WNY INC		3090 SHIRLEY ROAD NORTH COLLINS NY 14111	04/19/2011	07/08/2020
DOL	DA	****6817	QUADRANT METAL BUILDINGS LLC		2740 SW MARTIN DOWNS BLVD PALM CITY FL 34990	08/25/2016	08/25/2021
DOL	DOL	****0015	RAMADA CONSTRUCTION CORP		80 SAVO LOOP STATEN ISLAND NY 10309	01/07/2014	01/07/2019
DOL	NYC		RAMESHWAR ASU		137 LIBERTY AVENUE BROOKLYN NY 11212	12/21/2015	12/21/2020
DOL	DOL		RANA A KAHN		1973 81ST ST - SUITE A-5 BROOKLYN NY 11214	01/08/2015	01/08/2020
DOL	NYC		RANTIK PARIKH		13 LORIANN ROAD WARREN NJ 07059	07/15/2015	07/15/2020
DOL	DOL	****2633	RAW POWER ELECTRIC CORP		3 PARK CIRCLE MIDDLETOWN NY 10940	09/16/2013	09/15/2019
DOL	DOL	****2633	RAW POWER ELECTRIC CORP		3 PARK CIRCLE MIDDLETOWN NY 10940	01/30/2018	01/30/2023
DOL	NYC		RAYMOND PEARSON		P O BOX 957 PORT JEFFERSON STA NY 11776	03/12/2014	03/12/2019
DOL	AG	****7015	RCM PAINTING INC.		69-06 GRAND AVENUE 2ND FLOORMASPETH NY 11378	02/07/2018	02/07/2023
DOL	DOL		REGINALD WARREN		161 ROBYN RD MONROE NY 10950	09/15/2014	09/15/2019
DOL	DOL		REGINALD WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	NYC	****3461	RELIANCE GENERAL CONSTRUCTION INC		644 OCEAN PARKWAY BROOKLYN NY 11230	09/02/2015	09/02/2020
DOL	DOL		REVOLUTIONARY FLOORS LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL		RHINO CONCRETE LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DA		RIANN MULLER		2740 SW MARTIN DOWNS BLVD PALM CITY FL 34990	08/25/2016	08/25/2021
DOL	DOL		RICHARD WILSON		C/O DUFOUR GROUP INC 353 WEST 56TH STREET #7MNEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL	****8618	RIEKS CONTRACTING LLC		4804 GAHWILER ROAD AUBURN NY 13021	05/01/2015	05/01/2020
DOL	DOL		ROBBYE BISSEAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROBERT BRUNO		3 GAYLORD ST AUBURN NY 13021	11/15/2016	11/15/2021
DOL	DOL	****1855	ROBERT D BISHOP JR	ROBERT D BISHOP JR	P O BOX 112 MORRISONVILLE NY 12962	07/15/2014	07/15/2019
DOL	DOL		ROBERT D BISHOP JR		P O BOX 112 MORRISONVILLE NY 12962	07/15/2014	07/15/2019
DOL	NYC		ROBERT GUIDO		3256 BRUNER AVENUE BRONX NY 10469	07/29/2014	07/29/2019
DOL	DOL		ROBERT TORDELLA		125 CHAUTAUQUA AVENUE LAKEWOOD NY 14750	06/24/2015	06/24/2020
DOL	DOL	****3859	ROCHESTER ACOUSTICAL CORP		P O BOX 799 HILTON NY 14468	02/19/2016	02/19/2021
DOL	NYC		RODNEY SCOTT		201 HEMPSTEAD AVENUE WEST HEMPSTEAD NY 11552	10/30/2015	10/30/2020
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	09/16/2013	09/15/2019
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL		ROSS J MUSCOLINO		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	DOL		RYAN ALBIE		21 S HOWELLS POINT ROAD BELLPORT NY 11713	02/21/2017	02/21/2022
DOL	DOL	****3347	RYAN ALBIE CONTRACTING INC		21 S HOWELLS POINT ROAD BELLPORT NY 11713	02/21/2017	02/21/2022
DOL	DOL		S & S ELECTRIC		235 BROADWAY SCHENECTADY NY 12306	06/19/2013	06/19/2018
DOL	NYC		SABIR MUHAMMED		SUITE B-8 782 PELHAM PARKWAY SOUTHBRONX NY 10462	04/21/2016	04/21/2021

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DOL	NYC		SAEED HASAN		4558 BROADWAY #6 NEW YORK NY 10040	08/04/2014	08/04/2019
DOL	NYC	****2117	SCOTT ELECTRICAL LLC		201 HEMPSTEAD AVENUE WEST HEMPSTEAD NY 11552	10/30/2015	10/30/2020
DOL	DOL	****9751	SCW CONSTRUCTION		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022
DOL	DOL		SEAN BURBAGE	C/O SEAN BURBAGE CORP	445 ROOSA GAP ROAD BLOOMINGBURG NY 12721	04/14/2014	04/14/2019
DOL	DOL	****6586	SEAN BURBAGE CORP		445 ROOSA GAP ROAD BLOOMINGBURG NY 12721	04/14/2014	04/14/2019
DOL	AG		SERGIO RAYMUNDO		109 DUBOIS RD. NEW PALTZ NY 12561	05/20/2016	05/20/2021
DOL	DOL	****6904	SIGNING STAR LIMITED LIABILITY COMPANY		5 HANSEN PLACE WAYNE NJ 07470	09/18/2013	09/18/2018
DOL	DOL	****4025	SOLUTION MATTERS INC		198 NORWOOD ROAD PORT JEFFERSON NY 11776	11/19/2015	11/19/2020
DOL	NYC	****4934	SPHINX CONTRACTING CORP		240 HOME STREET TEANECK NJ 07666	08/04/2014	08/04/2019
DOL	DOL	****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL		STEPHEN BIANCHI		462 LAKEVIEW AVENUE VALHALLA NY 10595	12/16/2013	12/16/2018
DOL	DOL	****9751	STEPHEN C WAGAR		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022
DOL	DOL		STEPHEON SHELDON	FANTASTIC PAINTING	493 LANSING ROAD FULTONVILLE NY 12072	11/18/2013	11/18/2018
DOL	DOL		STEVEN P SUCATO		15-68 208TH STREET BAYSIDE NY 11360	06/23/2016	06/23/2021
DOL	DOL		STEVEN SAGGESE		3005 WYNSUM AVENUE MERRICK NY 11566	08/18/2014	08/18/2019
DOL	DOL		STEVEN TESTA		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022
DOL	DOL		STUART CHAITIN		634 ROUTE 303 BLAUVET NY 10913	07/26/2012	11/19/2018
DOL	NYC	****9432	SUBLINK LTD		346 THIRD AVENUE PELHAM NY 10803	11/19/2015	11/19/2020
DOL	DOL		SUZANNE G GOLD	C/O GOLDS FLOORING INSTALLATION S INC	25 HAMILTON ROAD MONTICELLO NY 12701	10/16/2013	10/16/2018
DOL	DOL	****7441	T & T CONCRETE INC		2560 HAMBURG TURNPIKE P O BOX 367LACKAWANNA NY 14218	07/08/2015	07/08/2020
DOL	DOL	****7417	TADCO CONSTRUCTION		101-61 99TH STREET OZONE PARK NY 11416	02/15/2017	02/15/2022
DOL	DOL		TADCO CONSTRUCTION		101-61 99TH STREET OZONE PARK NY 11416	02/15/2017	02/15/2022
DOL	DOL	****7417	TADCO CONSTRUCTION CORP		101-61 99TH STREET OZONE PARK NY 11416	02/15/2017	02/15/2022
DOL	DOL		TALAILA OCAMPA		1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442	01/16/2018	01/16/2023
DOL	DOL		TAMMY LACITIGNOLA		C/O CATSKILL FENCE INSTAL 5445 ROUTE 32CATSKILL NY 12414	08/22/2014	08/22/2019
DOL	DOL	****9852	TAP STEEL INC		ROUTE 26 3101 P O BOX 457CONSTABLEVILLE NY 13325	01/28/2016	01/28/2021
DOL	DOL		TECH-MECHANICAL FAB DC INC		5 PARKER AVENUE POUGHKEEPSIE NY 12601	03/25/2014	03/25/2019
DOL	DOL	****5570	TESTA CORP		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022
DOL	DOL	****0887	THE BRINSON PAINTING CORPORATION		72 TAUNTON PLACE BUFFALO NY 14216	04/14/2015	04/14/2020
DOL	DOL	****8174	THE DALRYMPLE CORPORATION		UNIT 278 541 10TH STREET NWTALANTA GA 30318	12/01/2015	12/01/2020
DOL	DOL	****8174	THE DALRYMPLE GROUP LLC		289 JONESBORO RD/ STE 216 MCDONOUGH GA 30253	12/01/2015	12/01/2020
DOL	DOL	****2070	THE UNIVERSAL GROUP OF NEW YORK INC		212 OXFORD WAY SCHENECTADY NY 12309	12/11/2012	09/16/2018
DOL	DOL	****9243	THE WELCOME MAT PROPERTY MANAGEMENT LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL		THOMAS DESANTIS	DESANTIS ENTERPRISES	161 OSWEGO RIVER ROAD PHOENIX NY 13135	09/24/2013	11/18/2018
DOL	NYC		THOMAS SCARINCI		130-43 92ND AVENUE RICHMOND HILLS NY 11418	11/27/2013	11/27/2018

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DOL	DOL		TIMOTHY A PALUCK		C/O TAP STEEL INC RTE 26 3101/ P O BOX 457CONSTABLEVILLE NY 13325	01/28/2016	01/28/2021
DOL	DOL		TIMOTHY F BARBER		635 LUZERNE ROAD QUEENSBURY NY 12804	09/16/2013	09/16/2018
DOL	NYC	****1523	TM MECHANICAL CORP		130-43 92ND AVENUE RICHMOND HILLS NY 11418	11/27/2013	11/27/2018
DOL	DOL	****0600	TOMSON ALLOYS RECYCLING INC		143 FILLMORE AVENUE BUFFALO NY 14210	01/08/2015	01/08/2020
DOL	DOL	****3453	TORCHIA'S HOME IMPROVEMENT		10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	DOL	****6914	TRI-COUNTY RESTORATIONS & CONSTRUCTION INC		13 SUMMERSET DRIVE WALLKILL NY 12589	08/22/2014	08/22/2019
DOL	DOL		TRI-COUNTY RESTORATIONS INC		392 ROCK CUT ROAD WALDEN NY 12586	08/22/2014	08/22/2019
DOL	DOL	****8311	TRIPLE B FABRICATING, INC.		61 WILLET ST. PASSAIC NJ 07503	10/26/2016	10/26/2021
DOL	DOL	****9407	TURBO GROUP INC		15-68 208TH STREET BAYSIDE NY 11360	06/23/2016	06/23/2021
DOL	AG	****6490	UNIVERSAL STEEL FABRICATORS INC		90 JUNIUS STREET BROOKLYN NY 11212	01/23/2014	01/23/2019
DOL	NYC	****7174	V&R CONTRACTING		P O BOX 957 PORT JEFFERSON STA NY 11776	03/12/2014	03/12/2019
DOL	NYC		VALERIE VISCONTI		346 THIRD AVENUE PELHAM NY 10803	11/19/2015	11/19/2020
DOL	NYC		VEAP SELA	C/O COLONIAL ROOFING COMPANY INC	247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	NYC		VICK CONSTRUCTION		21 DAREWOOD LANE VALLEY STREAM NY 11581	12/31/2013	12/31/2018
DOL	NYC		VICKRAM MANGRU	VICK CONSTRUCTI ON	21 DAREWOOD LANE VALLEY STREAM NY 11581	12/31/2013	12/31/2018
DOL	DOL		VICTOR ROTENBERG		C/O GMDV TRANS INC 67048 182ND STREETFRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	NYC		VINCENT PIZZITOLA		P O BOX 957 PORT JEFFERSON STA NY 11776	03/12/2014	03/12/2019
DOL	NYC		VITO GARGANO		1535 RICHMOND AVE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	DOL		WAYNE LIVINGSTON JR	NORTH COUNTRY DRYWALL AND PAINT	23167 COUNTY ROUTE 59 DEXTER NY 13634	10/24/2016	10/24/2021
DOL	DOL		WESLEY J STAROBA		206 TALLY HO COURT SCHENECTADY NY 12303	06/19/2013	06/19/2018
DOL	DOL	****0078	WESLEY J STAROBA INC	S & S ELECTRIC	235 BROADWAY SCHENECTADY NY 12306	06/19/2013	06/19/2018
DOL	DOL		WILLIAM CONKLIN		5 PARKER AVENUE POUGHKEEPSIE NY 12601	03/25/2014	03/25/2019
DOL	DOL		WILLIAM DEAK		C/O MADISON AVE CONSTR CO 39 PENNY STREETWEST ISLIP NY 11795	11/02/2016	11/02/2021
DOL	DOL		WILLIAM MAZZELLA		134 MURRAY AVENUE YONKERS NY 10704	02/03/2014	02/03/2019
DOL	DOL		WILLIE BRINSON		72 TAUNTON PLACE BUFFALO NY 14216	04/14/2015	04/14/2020
DOL	DOL	****6195	WILSON BROTHER DRYWALL CONTRACTORS		36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	DOL	****4043	WINDSHIELD INSTALLATION NETWORK, INC.		200 LATTA BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	****7345	YES SERVICE AND REPAIRS CORPORATION		145 LODGE AVE HUNTINGTON STATION NY 11476	08/09/2016	08/09/2021
DOL	DOL		YURIY IVANIN		C/O MOUNTAIN'S AIR INC 2471 OCEAN AVENUE-STE 7ABROOKLYN NY 11229	09/24/2012	09/18/2020



**SECTION 011000 - SPECIFIC REQUIREMENTS****PART 1 GENERAL**

## 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, and other Division 1 Specifications sections, apply to this Section.
- B. The Work of this Contract shall be completed in accordance with the "Building Code of New York State", latest edition, as supplemented by the Town of Yorktown, authorities having jurisdiction and best trade practices.

## 1.2 PROJECT IDENTIFICATION

- A. Project Title:  
*Restoration of Yorktown Heights Railroad Station*
- B. Location:  
*Railroad Station Park  
Commerce Street  
Yorktown Heights, New York 10598.*
- C. All references to the term Owner throughout these Specifications shall mean:  
*The Town of Yorktown*

## 1.3 ABBREVIATED WRITTEN SUMMARY

- A. The Drawings and Specifications are intended to provide sufficient information regarding scope and quality of work required. The Contractor shall provide all materials and labor that may reasonably be assumed necessary to provide a complete and finished project, whether or not these items are specifically indicated in the Contract Documents.
- B. Briefly, and without force and effect on the Contract Documents, the general scope of work may be summarized as follows:

*SCOPE OF WORK IS SUMMARIZED IN THE NOTES ON DRAWING A-1*

## 1.4 ESTIMATED QUANTITIES

- A. Drawings and some sections of these Specifications may include estimated quantities for the work described. Their inclusion herein DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY TO VERIFY ALL QUANTITIES PRIOR TO BIDDING. Contractor shall use these quantities along with their site visit and own calculations to bid on the project. It is understood that there are a variety of methods for producing quantity take-offs, and the Contractor shall develop a bid based upon their own method of calculating quantity take-offs.

## 1.5 HISTORIC PRESERVATION

- A. The Yorktown Heights Railroad Station is listed on the National Register of Historic Places and comprises important architectural and historical attributes. Accordingly, the Contractor shall take all measures required, and as herein specified, to protect and preserve the site throughout the course of this work. This requirement pertains to the specified work itself and to related aspects of the work, such as access, temporary facilities, fire safety, security, protection of adjacent materials and construction, and salvage.

B. All care must be also taken to protect and preserve the original materials and historic fabric of this building. Any historical or archaeological artifacts discovered in the course of the work will remain property of the Owner.

C. The Contractor shall recognize that all aspects and elements of the property may potentially contribute to the historic significance of the building, and the Contractor shall not be judge of relative significance of any feature, nor the impact of any or all proposed alterations. This judgement is entirely the responsibility of the Owner and Architect. All care shall be taken to perform all the work of this project following the best practice and to the highest standards of historical restoration.

#### 1.6 TAXES

A. The project Owner is a government entity and is exempt from sales and compensating use taxes of the State of New York and of any city or county in the State of New York for materials which will become an integral component part of the Project. **The Contractor acknowledges that the Contract amount stated herein has been based upon the appropriate rules and regulations pertaining to the Sales Tax requirements.** No reimbursements will be made for the sales tax payment in connection with the construction of the project.

#### 1.7 ACCESS FOR INSPECTION OF ONGOING WORK

A. Contractor shall provide, as a part of the Base Bid, access to site, including ladders and scaffolding, to allow the Architect and Owner to conduct the following specific inspection:

1. Inspection of ongoing work:
  - a. A minimum of three inspections per type of work will be required - one prior to commencement, one during work, and one at the conclusion of work - for inspection, adjustments (if any), and approval of work.

#### 1.8 SUBMITTALS

- A. Make all submittals in accordance with Section 01 3300 - Submittals.
- B. Schedule of Values and Construction Schedule at least seven (7) days prior to the Contractor's anticipated start date. This information shall form the basis of all Contractor payment requisitions.
- C. Coordinate submittals with proper sequence of the work to avoid delaying progress of work.
- D. Check submittals for accuracy, completeness, dimensions, compliance with the requirements and intent of the Specifications, and other similar pertinent information.
- E. For samples, provide units identical with final condition of proposed materials or products for the work. Include an appropriate range of samples (generally not less than three (3) units) where unavoidable variations must be expected. Provide full set of optional samples where Architect's selection is required.
- F. For product data, include manufacturer's standard printed recommendations for application and use.
- G. Refer to Section 01 3300 for additional specific requirements for submittals.

#### 1.9 CONTRACTOR'S PERSONNEL

- A. Qualification of personnel:
  1. Use adequate numbers of skilled workers who are thoroughly trained and experienced in the necessary trades and familiar with the specialized requirements and

methods needed for the proper performance of the work of this Contract. Project Foreman shall be on site daily during the course of the work, shall speak the English language fluently, and shall have a minimum of five (5) years experience working on similar structures or performing similar work. All workers directly involved in this project shall have a minimum of three (3) years experience performing similar work.

2. Additional specific qualifications for certain work, if any, are defined in individual sections.

3. In acceptance or rejection of the work, no allowance will be made for lack of skill on the part of the workers.

#### 1.10 SPECIFICATION FORMATS AND CONVENTIONS

A. Specification Format: The Specifications are organized into Divisions and Sections using the 2004 48-division format and CSI/CSC's "MasterFormat" numbering system.

#### 1.11 CONTRACTOR'S SUBCONTRACTORS

A. Proposed subcontractors must be identified on the Bid Form. The Owner reserves the right to review and approve/disapprove any subcontractors.

#### 1.12 CONTRACTOR'S USE OF PREMISES

A. Contractor shall not have exclusive possession of the site.

B. The park in which the project is located will be in full-time normal use during the period of construction. All work shall be performed in such a manner as not to interfere with the functions and business of the Owner insofar as possible.

1. The Owner has the right to temporarily stop or suspend work at any time throughout the duration of this project, with or without advance notice, when the work of this project specifically interferes with the operations of the Owner's or the Owner's tenants' business. Such temporary stoppages or suspensions shall be provided for by the Contractor at no additional cost to the Owner.

C. Contractor shall at all times conduct operations in a manner that ensures the safety of the building and its occupants. Contractor shall not obstruct passage to or from any part of the existing building in operation except by permission of the Owner. Contractor shall pay particular attention to maintaining clear access to all required exits.

D. Personnel in the employ of the Contractor, or any of his Subcontractors, are not permitted to use the building or its facilities unless specifically directed by the Architect or the Owner.

E. Workers creating nuisances directed towards occupants or visitors to the building shall be subject to dismissal by the Contractor at the order of the Architect or Owner.

F. Keep all areas clean and unobstructed. All areas are to be kept broom clean daily. Maintain and store all tools and equipment in a neat and orderly manner.

G. A time schedule of work shall be submitted to and approved by the Owner and the Architect before the work commences.

#### 1.13 ACCESS TO BUILDING AND SITE

A. Access to site for delivery of materials and equipment shall be made only from approved locations. Contractor shall maintain public access streets and sidewalks free of dirt and debris resulting from deliveries, and shall obtain all required permits for use of public thoroughfares.

B. Contractor shall provide and maintain all scaffolding, ladders, ramps, stairs, hoists, chutes, derricks, etc. as required for proper access and execution of the work. All such equipment and

apparatus, and their construction and arrangement, shall conform to the requirements of applicable regulations.

#### 1.14 MAINTENANCE OF SITE AND ADJOINING PROPERTY

- A. Maintain the site after order to start work, through Final Acceptance.
- B. Contractor shall be responsible for the safety and well-being of the project site and adjoining property including structures; sidewalks, paving, curbs, and roadways; landscaping and fences; waste lines, water, gas, electric, telephone, cable, and other utilities and their related mains, pipes, conduits etc. Contractor shall at his own expense, except as otherwise specified, protect same and maintain them in as good a condition as that existing at the start of the work. Contractor shall be responsible for any necessary repairs, replacements, or cleaning arising from the work and related operations.
- C. All pavements, sidewalks, roads, and approaches to fire hydrants shall be kept clear at all times.
- D. Upon completion of the work, Contractor shall thoroughly clean up all areas affected by the work, directly and indirectly, as required to restore these areas to the state of cleanliness existing at the start of this project. In general, cleaning shall include the removal of rubbish and construction debris, stains, smears, foot tracks, dust, and the like.

#### 1.15 SITE SECURITY

- A. Contractor shall be responsible for maintaining security during working hours to prevent loss of property, illegal entry or any other activity that may affect the building and its contents. Contractor shall take every reasonable precaution to prevent any such occurrence during non-working hours.

#### 1.16 FIRE SAFETY PRECAUTIONS

- A. Smoking is not allowed in or on the building.
- B. Open flames and heat-generating equipment will not be allowed on the building. Such equipment shall be used only in locations approved by the Architect, at ground level, and, as required, within enclosures designated specifically for fire safety and containment.
- C. The Contractor shall provide and maintain, in good working order, at least two (2) class A fire extinguishers, in locations providing ready access to the work force. Other Class type extinguishers shall be provided in like number, as required by the work being performed.
- D. All tarpaulins used on this project shall be flameproof type as defined and approved by the New York Board of Standards and Appeals.
- E. Contractor shall take all necessary precautions to prevent fire, or the spread of fire, that may result from this work.

#### 1.17 CONSTRUCTION DURING INCLEMENT WEATHER OR RAIN

- A. Protect all materials and work from damage due to rainy, cold or freezing weather, as well as severe weather conditions.
- B. Contractor shall be responsible for maintaining the building weathertight through Final Acceptance of the work.

#### 1.18 TEMPORARY FACILITIES

- A. General:

1. Provide and maintain facilities, services, and utilities required for the most efficient execution of the work, including but not limited to, those listed below. Contract amount shall include all costs of obtaining required permits, approvals and meters. Remove temporary facilities when no longer required, and restore affected areas to their prior condition.
- B. Power and Water:
  1. Contractor may use the site's existing electrical service for power, provided that such use is in compliance with all requirements specified herein, and that the system is restored to its prior condition upon completion of the work.
  2. All costs for installation and maintenance of temporary power shall be paid for by the Contractor; however, the cost of electrical current consumed shall be paid for by the Owner.
  3. Contractor may use the building's existing water supply, provided the only connection made is at existing valve locations, and that such use is in compliance with all requirements specified herein.
    - a. Provide an Owner-approved vacuum breaker at all connections to existing water supply.
  4. All costs for pumps, hoses, fittings, and other equipment required for the temporary connection of water to complete the work shall be paid for by the Contractor; however, the cost of water shall be paid for by the Owner.
  5. Contractor shall ascertain prior to the installation of temporary power and water that the existing systems are able to safely sustain the additional applied loads. No guarantee is made of their adequacy, and should the Contractor determine that the existing systems will not be adequate for the intended uses, the Contractor shall bear all costs for providing and maintaining independent temporary service of electricity, water, or both.
    - a. Electricity and water shall be strictly preserved.
- C. Drinking water:
  1. Drinking water for workers shall be provided by the Contractor.
- D. Sanitary Facilities:
  1. Temporary sanitary facilities for workers shall be provided by the Contractor. Contractor shall be responsible for the daily cleaning of these facilities.

#### 1.19 STORAGE FACILITIES

- A. Contractor shall provide temporary storage facilities as required for the storage of equipment and materials. Storage facilities shall be in compliance with all governing regulations and placed only in location approved by the Architect and Owner.
- B. Security of storage facilities is fully the responsibility of the Contractor; the Architect and Owner shall not be held liable for claims arising from theft, damage or other incidents related to their installation, use or maintenance.

#### 1.20 MATERIALS AND EQUIPMENT

- A. Deliver, handle and store products in accordance with manufacturer's recommendations and by methods and means that will prevent damage, deterioration, and loss including theft. Control delivery schedules to minimize long-term storage products at site and overcrowding of construction spaces.
  1. Neatly pile, store, and protect materials in approved storage areas.
- B. Factory packaged products shall be delivered in manufacturer's original and unopened containers.

C. Contractor's workers shall be available to receive and unload materials and equipment delivered to site. No materials or equipment shall be delivered to site unless workers are available.

#### 1.21 OCCUPATIONAL SAFETY AND HEALTH

A. Contractor shall take all measures necessary to protect all persons and property from damage and harm that may result from this work.

1. Incident reports and accident reports shall be completed by the Contractor for EVERY incident and accident, regardless of outcome, and a copy shall be filed with the Owner and the Architect. File copies shall be received not later than three (3) working days from the date of the incident or accident.

B. The Contractor shall observe and comply with all applicable safety and health standards promulgated by the Secretary of Labor under Section 107 of the Contractor Work Hours and Standards Act, published in 29 CFR Part 1513 and adopted by the Secretary of Labor as the "Occupational Safety and Health Act of 1970", as amended. Such safety and health standards shall apply to Contractor and Contractor's employees as well as to all subcontractors and their employees.

#### 1.22 ENVIRONMENTAL SAFETY AND PROTECTION

A. Contractor shall designate one person, the project foreman or other, to enforce strict discipline on activities related to the generation of wastes, pollution of air, water, or soil, generation of noise, and similar harmful or deleterious effects that violate regulations or reasonably may irritate persons at, or in the vicinity of, the project site.

#### 1.23 PROJECT MEETINGS

A. The Contractor, the Architect, and the Owner, shall attend on-site meetings as required for the purpose of discussing the progress and execution of the work. Meetings shall be of two types:

1. Initial job meeting prior to the onset of work; and  
2. Subsequent regular meetings held once every two weeks and additionally as required.

B. The proceedings of job meetings shall be recorded by the Architect.

C. Additional requirements for project meetings are included in Section 01 3100 - Project Management and Coordination.

#### 1.24 PROGRESS PHOTOGRAPHS

A. Provide photographs of site and construction throughout progress of Work produced by an experienced photographer, acceptable to Architect.

#### 1.25 PAYMENT

A. Coordinate a Schedule of Values and Applications for Payment with the Contractor's Construction Schedule. Schedule of Values and Construction Schedule shall be provided to the Architect within seven (7) working days after the initial Project Meeting.

1. Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports.  
2. Update and resubmit the Schedule of Values when Change Orders or Construction Change Directives result in a change in the Contract Sum.

B. Payment Application Forms: Use AIA Document G 702 "Application and Certificate for Payment", and G 703 "Continuation Sheet", as the form for Application for Payment. Complete every entry on the form, including notarization and execution by person authorized to sign legal documents on behalf of the Owner. Incomplete applications will be returned without action.

1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule, as revised to reflect Change Orders and Construction Change Directives.

C. Submit three (3) executed copies of each Application for Payment to the Architect by means ensuring receipt within 24 hours, one copy shall be complete, including waivers of lien and similar attachment, when required.

1. Transmit each copy with a transmittal form listing attachments, and recording appropriate information related to the application in a manner acceptable to the Architect.

D. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:

1. Schedule of Values;
2. Contractor's Construction Schedule (preliminary if not final);
3. Submittal Schedule;
4. Copies of Building Permits;
5. Copies of authorizations and licenses from governing authorities for performance of the work;
6. Initial progress report; and
7. Certificates of insurance and insured policies.

E. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, administrative actions and submittals that shall proceed or coincide with this application include:

1. Warranties (guarantees) and maintenance agreements;
2. Maintenance instructions;
3. Final cleaning;
4. Application for reduction of retainage, and consent of surety; and
5. List of incomplete work (Punch List) recognized as exceptions to Architect's Certificate of Substantial Completion.

F. Final Payment Application: Administrative actions and submittals that shall precede or coincide with submittal of final Application for Payment include:

1. Completion of Project Closeout requirements;
2. Completion of items specified for completion after Substantial Completion;
3. Assurance that any unsettled claims will be settled;
4. Transmittal of required Project construction records to Owner;
5. Proof that taxes, fees and similar obligations have been paid;
6. Removal of temporary facilities and services; and
7. Removal of surplus materials, rubbish, and similar elements.

#### 1.26 PROJECT CLOSEOUT

A. Contractor shall submit to the Architect written certification that work is substantially complete and request, in writing, a final inspection. Architect will inspect work within (10) calendar days of receipt of request.

B. Should Architect determine that work is substantially complete, the Architect will prepare a Punch List of deficiencies that need to be corrected before final acceptance and issue of Notice of Substantial Completion, with deficiencies noted.

C. After the Punch List deficiencies have been corrected, a Letter of Final Acceptance will be issued by the Architect.

D. Contractor shall be responsible for the work of the Contract until the date of the Letter of Final Acceptance.

1.27 AS-BUILTS

A. Contractor shall record, in a manner acceptable to the Architect, any deviation in the completed work from the Specifications. This Submittal shall be in accordance with Section 01 3300, and is a specific requirement for Project Closeout.

**PART 2 PRODUCTS - NOT USED.**

**PART 3 EXECUTION - NOT USED.**

**END OF SECTION 011000**

**SECTION 012200 - UNIT PRICES****PART 1 GENERAL**

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. This section specifies administrative and procedural requirements for unit prices.
  - 1. A unit price is an amount proposed by Bidders and stated on the Bid Form as a price per unit of measurement for materials or services that will be added to or deducted from the Contract Sum by Change Order in the event the estimated quantities of Work required by the Contract Documents are increased or decreased.
- B. Unit prices include all necessary equipment, materials, overhead, profit and applicable taxes.
- C. A Unit Price Schedule, including units of measurement, is included at the end of this Section. Specification Sections referenced in the Schedule contain requirements for materials and methods described under each unit price.
- D. The Owner reserves the right to reject the Contractor's measurement of work-in-place that involves use of established unit prices, and to have this Work measured by an independent surveyor acceptable to the Contractor at the Owner's expense.

**PART 2 PRODUCTS - NOT USED****PART 3 EXECUTION**

## 3.1 SCHEDULE OF UNIT PRICES

*UNIT PRICES ARE DESCRIBED IN SECTION 000410 - BID FORM*

**END OF SECTION 012200**

**SECTION 012300 - ALTERNATES****PART 1 GENERAL**

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for Alternates.
- B. Definition: an alternate is an amount proposed by Bidders and stated on the Bid Form for certain construction activities defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if the Owner decides to accept a corresponding change in either the amount of construction to be completed, or in the products, materials, equipment, systems, or methods described in Contract Documents.
- C. Coordination: Coordinate related Work and modify or adjust adjacent Work as necessary to ensure that Work affected by each accepted Alternate is complete and fully integrated into the project.
- D. Notification: Immediately following the award of the Contract, prepare and distribute to each party involved, notification of the status of each Alternate. Indicate whether alternates have been accepted, rejected or deferred for consideration at a later date. Include a complete description of negotiated modifications to Alternates.
- E. A Schedule of Alternates is included at the end of this Section. Specification Sections referenced in the Schedule contain requirements for materials and methods necessary to achieve the Work described under each Alternate.
  - 1. Include as a part of each Alternate, miscellaneous devices, accessory objects and similar items incidental to or required for a complete installation whether or not mentioned as part of the Alternate.

**PART 2 PRODUCTS - NOT USED****PART 3 EXECUTION**

## 3.1 DESCRIPTION OF ALTERNATES

*ALTERNATES ARE DESCRIBED ON THE DRAWINGS AND SECTION 000410 - BID FORM*

**END OF SECTION 012300**

**SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION****PART 1 GENERAL**

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. General project coordination procedures.
  - 2. Administrative and supervisory personnel.
  - 3. Project meetings.

## 1.3 PROJECT MEETINGS

- A. Contractor shall attend and participate in two types of project meetings:
  - 1. Pre-construction Conference: to be held once, subsequent to issuance of Notice to Proceed and prior to commencement of Work, at a time established by the Owner and Architect.
  - 2. Project Observation and Review: to be held regularly, generally once every two weeks, and additionally as required at the request of the Owner, Architect, or Contractor.
- B. Location
  - 1. Meetings shall be held at the Town of Yorktown Community Center, Department of Planning, or as otherwise designated by the Owner.
- C. Attendees:
  - 1. AT LEAST the following people shall attend each meeting:
    - a. The Owner or the Owner's authorized representative;
    - b. The Architect or the Architect's authorized representative;
    - c. The Contractor or the Contractor's authorized representative.
    - d. Representatives of the New York State Department of Parks, Recreation and Historic Preservation may attend the initial project meeting, the Inspections for Substantial Completion and/or Final Acceptance, and such other project meetings from time to time.
  - 2. Each Contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work
- D. Agenda
  - 1. Pre-construction Conference: Agenda shall include, but shall not be limited to, the following:
    - a. Claim procedures
    - b. Correspondence procedures
    - c. Designation of responsible personnel
    - d. Labor standards provisions
    - e. Payroll reports
    - f. Procedures for processing field decisions and Change Orders
    - g. Procedures for applications for Payment
    - h. Preparation of Record Documents

- i. Subcontractors
  - j. Accident prevention program (including name of responsible supervisor)
  - k. Documents required under the Contract
  - l. Work hours
  - m. Tentative construction schedule
  - n. Critical work sequencing
  - o. Submittal of shop drawings, project data and samples
  - p. Parking availability
  - q. Office, work and storage areas
  - r. Equipment deliveries and priorities
  - s. Use of premises
  - t. Responsibility for temporary facilities and controls
  - u. Security
  - v. Progress cleaning
2. Project Observation and Review Meetings: Conduct progress meetings at bi-weekly intervals. Coordinate dates of meetings with preparation of payment requests. Agenda shall include the review and correction or approval of minutes of previous progress meeting and review of items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
  3. The Architect will record and distribute the proceedings of job meetings.

#### 1.4 COORDINATION

- A. Coordination: Each contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its operations with operations, included in different Sections that depend on each other for proper installation, connection, and operation.
  1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
    - a. Coordinate construction activities with bat-proofing operations by pest control contractor contracted separately by Owner.
  2. Coordinate installation of different components with other contractors or entities to ensure maximum accessibility for required maintenance, service, and repair.
  3. Make adequate provisions to accommodate items scheduled for later installation.
- B. If necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
  1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work if required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
  1. Preparation of Contractor's Construction Schedule.
  2. Preparation of the Schedule of Values.
  3. Installation and removal of temporary facilities and controls.
  4. Delivery and processing of submittals.
  5. Progress meetings.

6. Pre-installation conferences.
7. Project closeout activities.

#### 1.5 SUBMITTALS

- A. Staff Names: Within 15 days of starting construction operations, submit a list of principal staff assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.
  1. Post copies of list in Project meeting room, in temporary field office, and by each temporary telephone.

#### **PART 2 PRODUCTS- NOT USED.**

#### **PART 3 EXECUTION**

##### 3.1 ACCESS TO WORK

- A. Contractor shall provide and have ready at scheduled time of meeting access for attendees to observe portions of work for which access has been requested by Owner or Architect at least 24 hours before meeting.

#### **END OF SECTION 013100**

**SECTION 013300 - SUBMITTALS****PART 1 GENERAL**

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting shop drawings, product data, samples, project photographs, and other submittals
- B. Number of copies of submittals.
- C. Submittal procedures.

## 1.3 RELATED SECTIONS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, Specific Requirements, and other Division 1 Specification sections, apply to the work of this Section.
- B. Section 011000 – Specific Requirements.
- C. Section 013100 - Project Management and Coordination, for submitting Coordination Drawings.

## 1.4 DESCRIPTION OF SUBMITTALS

- A. The types of submittals required in this Section include product data, samples, mock-ups, and miscellaneous work-related submittals. Individual submittal requirements are specified in applicable sections for each unit of work.
- B. Definitions: Work-related submittals of this Section are categorized for convenience as follows:
  - 1. **PRODUCT DATA** include standard printed information on materials, products and systems; not specially-prepared for this project, other than the designation of selections from among available choices printed therein.
  - 2. **SHOP DRAWINGS** include specially-prepared graphics illustrating technical information specific to this project; they shall not be in standard printed form that is intended for general distribution and application to a number of projects. Shop drawings may include drawings, field sketches, diagrams, measurements, calculations, data sheets, performance curves, schedules, patterns, templates, instructions and similar forms of information.
  - 3. **SAMPLES** include both fabricated and unfabricated physical examples of materials, products and units of work; both as complete units and as smaller portions of units or work; either for limited visual inspection or (where indicated) for more detailed testing and analysis.
  - 4. **MOCK-UPS** are a special form of samples, which are too large or otherwise inconvenient for handling in specified manner for transmittal of sample submittals. A mock-up is a special installation that demonstrates the materials, tools and techniques to be used in the finished work. Approved mock-ups shall be the quality control standard by which all additional work is approved or rejected.

5. MISCELLANEOUS SUBMITTALS related directly to the work (non-administrative) include warranties, maintenance agreements, workmanship bonds, project photographs, survey data and reports, physical work records, quality testing and certifying reports, copies of industry standards, record drawings, field measurements data, operating and maintenance manuals, overrun stock, and similar information, devices and materials applicable to the work and not processed as shop drawings, product data, or samples.
6. PROJECT PHOTOGRAPHS showing conditions before, during, and after repair shall be taken by Contractor and submitted to Architect. Photographs may be transmitted in digital format.

#### 1.5 CONTRACTOR'S RESPONSIBILITY

- A. Architect's review and approval shall not relieve the Contractor from responsibility for error or for proper coordination and assembly of materials and equipment with other work; nor from responsibility for furnishing materials and labor not indicated on approved submittals, but required by the contract documents for completion of the work.
- B. Submittals are for information and record.

#### 1.6 GENERAL SUBMITTAL PROCEDURES

- A. Transmit each submittal with AIA Form G810.
- B. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
- C. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.
- D. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- E. Submittals shall be submitted by Contractor. Submittals which are received from sources other than through Contractor's office will be returned "without action".
- F. Do not transmit submittals until compliance with requirements of contract documents has been confirmed by Contractor.
- G. Deliver submittals to Architect at business address or at regularly scheduled progress meetings.
- H. Coordinate preparation and processing of submittals with performance of the work so that work will not be delayed by submittals. Coordinate and sequence different categories of submittals for same work, and for interfacing units of work, so that one will not be delayed for coordination with another.
- I. For each submittal for review, allow 10 business days excluding delivery time to and from the Contractor. Where submittal must be held for coordination, Contractor will be so advised without delay.
- J. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
- K. Provide space for Contractor and Architect review stamps.
- L. When revised for resubmission, identify all changes made since previous submission.

- M. Distribute copies of reviewed submittals as appropriate to subcontractors, suppliers, governing authorities and others as necessary for proper performance of the work. Show such distributions on transmittal forms. Instruct parties to promptly report any inability to comply with requirements.
- N. Submittals not requested will not be recognized or processed.

#### 1.7 SPECIFIC-CATEGORY SUBMITTAL PROCEDURES

- A. **General:** Except as otherwise indicated in individual work sections, comply with requirements specified herein for each indicated category of submittal. Provide and process intermediate submittals, where required between initial and final, similar to initial submittals.
- B. **Product Data:** Collect required data into one submittal for each unit of work or system, and mark each copy to show which choices and options are applicable to project. Include manufacturer's standard printed recommendations for application and use, compliance with standards, application of labels and seals, notation of field measurements which have been checked, and special coordination requirements. Maintain one set of product data (for each submittal) at project site, available for reference by Architect/Engineer and others.
  - 1. **Submittals:** Do not submit product data, or allow its use in the project, until compliance with requirements of contract documents has been confirmed by Contractor. Submittal is for information and record, unless otherwise indicated. Initial submittal is final submittal unless returned promptly by Architect marked with an "Action" which indicates an observed non-compliance.
- C. **Shop Drawings:** Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
  - 1. **Preparation:** Include the following information, as applicable:
    - a. Dimensions.
    - b. Identification of products.
    - c. Fabrication and installation drawings.
    - d. Roughing-in and setting diagrams.
    - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
    - f. Shopwork manufacturing instructions.
    - g. Templates and patterns.
    - h. Schedules.
    - i. Design calculations.
    - j. Compliance with specified standards.
    - k. Notation of coordination requirements.
    - l. Notation of dimensions established by field measurement.
  - 2. **Wiring Diagrams:** Differentiate between manufacturer-installed and field-installed wiring.
  - 3. **Number of Copies:** Submit one correctable, translucent, reproducible print and one blue- or black-line print of each submittal. Architect will return the reproducible print.
- D. **Samples:** Provide units identical with final condition of specified materials or products for the work. Provide full set of optional samples where Architect's selection is required. Include information with each sample to show general description, source or product name and manufacturer, limitations, and compliance with standards. Samples are submitted for review and confirmation of color, pattern, texture, and "kind" by Architect/Engineer. Architect/Engineer will not "test" samples (except as otherwise indicated) for compliance with other requirements, which are therefore the exclusive responsibility of the Contractor.

- E. Mock-ups: Where mock-ups and similar samples are indicated in individual work sections recognized as a special type of sample, comply with requirements for "samples" to greatest extent possible, and process transmittal forms to provide a record of activity.
1. Maintain approved mock-ups in a protected area throughout the course of the work.
  2. Locations of mock-ups shall be selected jointly by the Contractor and the Architect.
  3. Approved mock-ups may be incorporated into the finished work.
- F. Standards: Where copy submittal is indicated, and except where specified integrally with "Product Data" submittal, submit a single copy for Architect's use. Where workmanship at project site and elsewhere is governed by standards, furnish additional copies to fabricators, installers and others involved in performance of the work.
1. Other Action: Where submittal is returned for other reasons, with Architect's explanation included, it will be returned with the marking - "No Action."
- G. General Distribution: Provide additional distribution of submittals (not included in foregoing copy submittal requirements) to subcontractors, suppliers, governing authorities and others as necessary for proper performance of the work. Include such additional copies in transmittal to Architect where required to receive "Action" marking before final distribution. Show such distributions on transmittal forms.

#### 1.8 ACTION OF SUBMITTALS

- A. Architect's Action: Whereas action and return is required or requested, Architect will review each submittal, mark with "Action", and where possible return within two (2) weeks of receipt. Where submittal must be held for coordination, Contractor will be so advised without delay.
1. Final Unrestricted Release: Work may proceed, provided it complies with contract documents, when submittal is returned with the marking - "Approved."
  2. Final-But-Restricted Release: Work may proceed, provided it complies with notations and corrections on submittal and with contract documents, when submittal is returned with the following marking - "Approved as Noted."
  3. Returned for Resubmittal: Do not proceed with work. Revise submittal in accordance with notations thereon, and resubmit without delay to obtain a different action marking. Do not allow submittals (or unmarked submittals where a marking is required) to be used in connection with performance of the work when returned with the following marking - "Disapproved, Resubmit."
  4. Other Action: Where submittal is returned for other reasons, with Architect's explanation included, it will be returned with the following marking- "No Action."

#### **PART 2 PRODUCTS - NOT USED**

#### **PART 3 EXECUTION - NOT USED**

#### **END OF SECTION 013300**

**SECTION 017329 - CUTTING AND PATCHING****PART 1 GENERAL****1.1 SECTION INCLUDES**

- A. Cutting and patching necessary to the performance of the work of this Contract.

**1.2 RELATED SECTIONS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, Specific Requirements, and other Division 1 Specification sections, apply to the work of this Section.
- B. Section 024200 - Selective Removals: Selective removal of existing site elements.

**1.3 SUBMITTALS**

- A. See Section 013300 - Submittals: for submittal procedures.
- B. Cutting and Patching: Submit written request in advance of cutting or alteration which affects:
  - 1. Structural integrity of any element of Project.
  - 2. Integrity of weather exposed or moisture resistant element.
  - 3. Efficiency, maintenance, or safety of any operational element.
  - 4. Visual qualities of elements exposed to sight.
- C. Cutting and Patching Proposal: Where approval of procedures for cutting and patching is required before proceeding, submit a proposal describing procedures well in advance of the time cutting and patching will be performed and request approval to proceed.
  - 1. Include in request:
    - a. Describe the extent of cutting and patching required and how it is to be performed: indicate why it cannot be avoided.
    - b. Describe anticipated results in terms of changes to existing construction: include changes to structural elements and operating components as well as changes in the building's appearance and other significant visual elements.
    - c. List products to be used and firms or entities that will perform work.
    - d. Indicate dates when cutting and patching is to be performed.
  - 2. Approval by the Architect to proceed with cutting and patching does not waive the Architect's right to later require complete removal and replacement of a part of the work found to be unsatisfactory.
- D. Project Record Documents: Accurately record actual locations of cutting and patching that are at variance with the construction documents.

**1.4 QUALITY ASSURANCE**

- A. Requirements for Structural Work: Do not cut and patch structural elements in a manner that would reduce their load-carrying capacity or load-deflection ratio.
- B. Obtain approval of the cutting and patching proposal before cutting and patching the following structural elements:
  - 1. Structural timbers
  - 2. Structural steel
  - 3. Lintels
  - 4. Structural decking
  - 5. Miscellaneous structural metals
  - 6. Equipment support

- C. Operational and safety limitations: Do not cut and patch operating elements in a manner that would result in reducing their capacity to perform as intended, or result in increased maintenance, or decreased operational life or safety.
- D. Obtain approval of the cutting and patching proposal before cutting and patching the following elements:
  - 1. Membranes and flashings.
  - 2. Water, moisture and vapor barriers.
  - 3. Shoring, bracing and sheeting.
- E. Visual requirements: Do not cut and patch construction exposed on the exterior or in occupied spaces, in a manner that would, in the Architect/Engineer's opinion, reduce the building's aesthetic qualities or result in visual evidence of cutting and patching.
- F. Patches shall be as identical as possible to the existing adjacent fabric in:
  - 1. Material
  - 2. Color
  - 3. Texture
  - 4. Weathering
  - 5. Rate of absorption
  - 6. Expansion coefficient
  - 7. Compressive strength
  - 8. Bond Strength

#### 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. Erosion and Sediment Control: Plan and execute work by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
- D. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.
- E. Pollution Control: Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations.

#### 1.6 COORDINATION

- A. 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.
- B. Notify affected utility companies and comply with their requirements.
- C. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- D. Coordinate completion and clean-up of work of separate sections.
- E. 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. Use materials that are identical to existing materials. If identical materials are not available or cannot be used where exposed surfaces are involved, use materials that match existing adjacent surfaces to the fullest extent possible, as required above.
- B. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- C. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.

**PART 3 EXECUTION****3.1 EXAMINATION**

- A. 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. Verify that conditions under which cutting and patching will be performed are appropriate for the operation. Beginning of cutting or patching means acceptance of existing conditions.
- B. Recheck measurements and dimensions of the work, as an integral step of starting each cut.

**3.2 CUTTING AND PATCHING**

- A. General: Proceed with cutting and patching at the earliest feasible time and complete without delay.
  - 1. Cut existing construction to provide for the installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Cut existing construction using methods least likely to damage adjoining elements or assemblies scheduled to be retained.
  - 1. Cutting: Cut existing construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
    - a. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
    - b. Existing Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
    - c. Concrete or Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
    - d. Excavating and Backfilling: Comply with requirements in applicable Division 2 Sections where required by cutting and patching operations.
    - e. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
    - f. Proceed with patching after construction operations requiring cutting are complete.
  - 2. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as

invisible as possible. Provide materials and comply with installation requirements specified in other Sections of these Specifications.

- a. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
  - b. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
  - c. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
    - 1) Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
  - d. Ceilings: Patch, repair, or rehang existing ceilings as necessary to provide an even-plane surface of uniform appearance.
  - e. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.
- C. Execute work by methods to avoid damage to other work, and which will provide appropriate surfaces to receive patching and finishing.
- D. Refinish surfaces to match adjacent finish. For continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
- E. 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.

### 3.3 PROTECTION OF INSTALLED WORK

- A. Limiting Exposures of Work: To the extent possible through reasonable control and protection methods, supervise performance of the work in such a manner and by such means that will ensure that none of the work, whether completed or in progress, will be subjected to harmful, dangerous, damaging or otherwise deleterious exposure during the construction period. Such exposures include, where applicable but not by way of limitation, the following:
1. Abrasion.
  2. Air contamination or pollution.
  3. Bacteria.
  4. Chemicals.
  5. Combustion.
  6. Destructive testing.
  7. Electrical current.
  8. Excessive internal or external pressures.
  9. Excessive static or dynamic loading.
  10. Excessive weathering.
  11. Excessively high or low humidity.
  12. Excessively high or low temperatures.
  13. Heavy Traffic.
  14. High speed operation, improper lubrication, unusual wear or other misuse.
  15. Improper shipping or handling.
  16. Incompatible interface.

17. Insect infestation.
18. Light.
19. Misalignment.
20. Puncture.
21. Radiation.
22. Soiling.
23. Solvents.
24. Theft.
25. Thermal shock.
26. Unprotected storage.
27. Vandalism.
28. Water or ice.

- B. Protect installed work from damage by construction operations.
- C. Provide special protection where specified in individual specification sections.
- D. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- E. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- 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 any coverings if possible.

#### 3.4 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

#### 3.5 FINAL CLEANING

- A. Use cleaning materials that are nonhazardous.
- B. Clean debris from roofs, gutters, downspouts, and drainage systems as necessary.
- C. Clean site; sweep paved areas, rake clean landscaped surfaces.
- D. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

**END OF SECTION 017329**

**SECTION 024200 - SELECTIVE REMOVALS****PART 1 GENERAL****1.1 RELATED DOCUMENTS**

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

**1.2 DESCRIPTION OF THE WORK**

- A. "Remove" shall be defined as the orderly extraction and disposition of all items specified herein from the premises, stored for reuse or as otherwise assigned without damage to work to remain and without hindering public safety and flow of traffic.

**1.3 SCOPE OF WORK**

- A. General:
  - 1. Work under this Section includes furnishing all labor and materials, equipment, and services necessary to complete scheduled removals as shown on the Drawings, as specified herein, and as may become necessary due to field conditions.

**1.4 RELATED WORK DESCRIBED ELSEWHERE**

- 1. Section 011000 - Specific Requirements for restrictions on use of the premises due to Owner or public use.
- 2. Section 017329 - Cutting and Patching, for cutting and patching procedures for selective demolition operations.

**1.5 DEFINITIONS**

- A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Detach items from existing construction and deliver them to Owner.
- C. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.
- D. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

**1.6 MATERIALS OWNERSHIP**

- A. Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, demolished materials shall become Contractor's property and shall be removed from Project site.
- B. Historic elements and building materials, relics and similar objects including, but not limited to, commemorative plaques and tablets, antiques, and other items of interest or value to Owner that may be encountered during selective removals remain Owner's property. Carefully remove and salvage each item or object in a manner to prevent damage and deliver promptly to Owner.

**1.7 SUBMITTALS**

- A. In accordance with Section 013300, submit the following:
  - 1. Construction schedule indicating proposed sequence and methods of operations. Include details regarding:
    - a. Measures to ensure the safety of workers and the building.

- b. Method(s) of distinguishing in the field elements defined as "non-historic" from adjacent historic elements, to ensure that historic materials are not removed inadvertently.
  - c. Protection of areas and surfaces not scheduled for demolition.
  - d. Control of dust and noise.
2. Photographs of existing conditions of building surfaces, equipment, or other features that might later be misconstrued as damage related to demolition operations. File with the Architect prior to the start of work.

#### 1.8 JOB CONDITIONS

- A. Protect workers and the public from injury. Provide all required temporary partitions, closures, guards, warnings and similar means to ensure the safety of all personnel at the site.
- B. Take all measures required to ensure that the interior of the building and its contents remain completely protected from the weather and work during and after selective removals operations.
- C. Repair all damage to the building caused by penetration of water or wind or by other factors resulting from failure to properly protect the building during work of this Section.
- D. Maintain security of the building throughout the course of this work.
- E. During the demolition and removal process, no storage or accumulation of debris or materials to be salvaged shall take place on the building premises except as identified by the Architect to remain.
- F. Disruption of the operations of the building shall be kept to a minimum. Where such disruption is necessary, the Owner shall be notified 72 hours in advance for approval and coordination.

#### 1.9 DISPOSAL OF MATERIALS

- A. Contractor shall properly dispose of excess materials and all other items scheduled for selective removal from the building. Disposal shall comply with City, State, and Federal regulations.

### **PART 2 PRODUCTS - NOT USED.**

### **PART 3 EXECUTION**

#### 3.1 PREPARATION

- A. Prior to removal of any element not specified to be removed on the Drawings, where such removal might be required for the proper performance of the work, Contractor shall notify the Architect, who shall approve the elements removal and storage.

#### 3.2 PROTECTION

- A. Provide interior and exterior shoring, bracing, or other approved temporary support to prevent movement, settlement, or collapse of adjacent structure and elements scheduled to remain.
  1. Cease operations and notify the Architect immediately if safety of the structure appears to be endangered. Take precautions to support structure until determination is made for continuing operations.
- B. Provide temporary barricades and other forms of protection to protect from injury all workers and visitors to the job site, including the Owner and Architect, their personnel and the general public.
  1. Provide and maintain dust-proof partitions and enclosures as required to prevent spread of dust or fumes to occupied portions of the building.

2. Remove dust-proofing material from windows at the end of each work day and reinstall at the beginning of each work day as required.
- C. Provide and maintain weatherproof enclosures for exterior openings resulting from selective removals work.

### 3.3 REMOVALS

- A. General:
  1. Perform selective removals work in a systematic manner. Use such methods as required to complete work indicated on Drawings in a sequence that generally reverses the sequence in which the elements to be removed were originally installed, and that eliminates, or at least limits, the potential for damage to adjacent elements and structure.
- B. Stabilize work as required.
- C. Locate crews and equipment throughout structure in a manner that ensures that excessive loads are not imposed on supporting walls, floors or framing.
- D. If unanticipated mechanical, electrical, or structural elements are encountered that conflict with the intended function of design of this project, investigate and measure both the nature and extent of the conflict, and notify the Architect immediately. Pending receipt of directive from the Architect, rearrange selective removals schedule as necessary to continue overall job progress without undue delay.
- E. Perform work in accordance with the highest standards and established practices in the trade and conform to all rules and regulations of all city, state, and Federal authorities having jurisdiction over this work.
- F. Use of noise-producing equipment shall be subject at all times to acceptance of the procedure by the Owner.
- G. Contractor shall have no right or title to any of the materials or other items to be removed from the existing improvements unless and until said materials and other items have been removed from the premises. The Contractor shall not sell or assign, or attempt to sell or assign, any interest in said materials or items until the materials or items have been removed, without consent of the Owner.

### 3.4 CLEANUP AND REPAIR

- A. Upon completion of selective removals work, remove tools, equipment, temporary enclosures, and all other materials specific to this work from the site.
- B. Broom clean affected interior areas daily.
- C. Repair all damage resulting from removals that was performed in excess of that required. Return damaged elements and surfaces to their condition existing prior to start of operations.
- D. Contractor may salvage removed items scheduled for disposal. Contractor shall remove such items from the job site.
- E. Contractor is encouraged to recycle removed materials as possible.

**END OF SECTION 024200**

**SECTION 040510 – MORTARS AND GROUTS****PART 1 GENERAL****1.1 RELATED DOCUMENTS**

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

**1.2 SCOPE OF WORK**

- A. Mortars and grouts are related to the restoration and installation of brick masonry, as indicated on the Drawings and specified herein, and includes, but are not necessarily limited to:
  - 1. Install new, salvaged, and repaired brick and related back-up.
  - 2. Restoration and repointing of unit masonry.

**1.3 RELATED WORK DESCRIBED ELSEWHERE**

- A. Section 042000 - Unit Masonry.

**1.4 REFERENCE STANDARDS**

- A. Comply with ASTM standards indicated in this Section.
- B. Comply with manufacturers' instructions and product literature.
- C. Comply with "The Secretary of the Interior's Standards for the Treatment of Historic Properties".

**1.5 SUBMITTALS**

- A. In accordance with Section 013300, submit the following:
  - 1. Product Data: Including manufacturer's written description, and Material Safety Data Sheets (MSDS) as applicable for:
    - a. Cement.
    - b. Lime.
    - c. Sand, for each type used.
    - d. Grout.
  - 2. Samples:
    - a. Mortar: Three 2" X 2" X 6" bars, fully cured, of each type and color of mortar required. Lightly etch one-half of each bar, at time of initial setup, to remove surface paste and expose color and texture of mortar.
      - 1) Samples shall be at least seven (7) days old at the time of approval; THERE ARE NO EXCEPTIONS TO THIS REQUIREMENT, including accelerated drying.
    - b. Reformulate and submit each sample that does not match existing adjacent mortar in character, performance, color or other leading characteristic, until such sample is approved.
  - 3. Miscellaneous:
    - a. Certificate: For grout, provide certificate from the manufacturer or and approved independent testing laboratory, attesting that non-shrink grout proposed for use meets the requirements specified.

**1.6 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver materials to site in unopened containers/packaging, with labels intact clearly identifying manufacturer, brand, type, and other related pertinent information.
- B. Store materials in a manner that prevents any damage, deterioration or contamination. Store all cementitious materials off the ground and under cover, protected from the elements. Comply with manufacturer's recommendations for minimum and maximum temperature requirements for storage.
- C. Remove any damaged, contaminated, hardened, or partially-set material from site immediately and replace with new acceptable material.

#### 1.7 JOB CONDITIONS

- A. Hot Weather Protection:
  - 1. When ambient temperature is above 100°F, or above 90°F with wind 8 mph or greater, maintain temperature of mortar and grout between 70°F and 120°F.
  - 2. Cold water may be used when mixing mortar and grout. Ice must be completely melted before adding water to other ingredients.
  - 3. Wet masonry units before use.
  - 4. Use mortar with high water retention.
  - 5. Limit spread of mortar beds to 4 feet.
  - 6. Fog spray completed work to control evaporation until mortar has cured a minimum of 72 hours.
- B. Cold Weather Protection:
  - 1. Do not mix or use mortars when temperature is below 40°F or when it is forecast or expected to drop below 40°F within 12 hours of the installation of the mortar.  
DO NOT USE antifreeze admixtures or calcium chloride.

### PART 2 PRODUCTS

#### 2.1 MATERIALS, GENERAL

- A. GENERAL
  - 1. Mortar for Unit Masonry:
    - a. Comply with ASTM C 270, Property Specification for Job-Mixed Mortar, for type indicated below:
      - 1) For exterior, above-grade, loadbearing and non-loadbearing construction, use Type N.
  - 2. Admixtures:
    - a. Do not include in any mortar admixtures including coloring pigments, air-entraining agents, accelerators, retarders, water repellent agents, antifreeze compounds (including calcium chloride), or other admixtures, unless specifically indicated.
  - 3. Source Limitations: Obtain each type of material for repointing historic masonry (cement, sand, etc.) from single source with resources to provide materials of consistent quality in appearance and physical properties.

#### 2.2 MORTAR MATERIALS

- A. Portland Cement: Standard American brand of Portland cement conforming to ASTM C 150, Type I white, gray or both for color matching of exposed mortar. Only one brand and the product of one plant shall be approved for each mortar type required.
- B. Lime: Hydrated lime for masonry, ASTM C 207, Type S.

- C. Sand, for each type of application: Clean, graded sand, ASTM C 144, free of organic or deleterious matter.
  - 1. Match size, texture, and gradation of existing mortar sand as closely as possible. Blend several sands if necessary to achieve suitable match.
  - 2. Color: Provide natural sand of color necessary to produce required mortar color.
  - 3. Provide sand with rounded edges.
- D. Water: Clean water, free from acids, alkalis, oils, salts, and organic matter, suitable for drinking.
- E. Pigment: If approved for use, Centurion Colorbond Custom Pigment or Cement, as manufactured by Lehigh Portland Cement Company, Hamburg, Pennsylvania.

### 2.3 GROUT

- A. For leveling and providing bearing, and for setting anchors or other like fixed items:
  - 1. Provide high performance, non-metallic, non-shrink cementitious grout containing no chlorides.

### 2.4 OTHER MATERIALS

- A. All other materials not specifically described but required for the proper completion of the work shall be as selected by the Contractor subject to the approval of the Architect.
- B. No admixtures shall be used.

## PART 3 EXECUTION

### 3.1 MORTAR MIXES

- A. Measuring and Mixing Mortar:
  - 1. Measure ingredients carefully so that specified proportions are controlled and maintained through all work periods.
  - 2. Dry mix cementitious materials and aggregate for at least five (5) minutes in a clean, dry drum type mixer. Afterwards, mix a minimum amount of water consistent with proper workability.
  - 3. Empty and clean mixer and tools after each use.
  - 4. Flow of mortar after suction shall be greater than 80 percent of initial flow: ASTM C 91.
- B. Proportioning of Mortar:
  - 1. Upon approval of the mix design, Contractor shall prepare samples in accordance with the Submittal requirements described herein. Samples shall accurately match the color and texture of the original building mortar.

### 3.2 GROUTING

- A. Perform all grouting mixing and installation in accordance with manufacturer's printed instructions.

### 3.3 MASONRY POINTING

- A. Perform all masonry pointing in accordance with Section 04 2000 - Unit Masonry.

### 3.4 INSTALLATION

- A. Tool profile to match adjacent historic joints.

- B. Place mortar within 1 1/2 hour of initial mixing at 80°F and above, or within 2 hours at temperatures below 80° F.
- C. Mortar may be retempered to replace water lost to evaporation if within above time requirements for placing after mixing.
- D. Do not retemper mortar that has begun to set.
- E. Do not use mortar that has begun to set.

**END OF SECTION 040510**

**SECTION 042000 - UNIT MASONRY****PART 1 GENERAL**

## 1.1 RELATED DOCUMENTS

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

## 1.2 SCOPE OF WORK

- A. Unit masonry work is as indicated on the Drawings and specified herein, and includes, but is not limited to, the following:
  - 1. Reconstruct historic chimney on existing footing.

## 1.3 SUMMARY

- A. This Section includes unit masonry assemblies consisting of the following:
  - 1. Brick.
  - 2. Mortar and grout.
  - 3. Ties and anchors.
  - 4. Miscellaneous masonry accessories.

## 1.4 RELATED SECTIONS

- A. Section 040510 - Masonry Mortar and Grout.
- B. Section 076000 – Flashing and Sheet Metal.

## 1.5 SUBMITTALS

- A. See Section 013300 - Submittals, for submittal procedures.
- B. Product Data: For each different masonry unit, accessory, and other manufactured product specified.
  - 1. Product Data: Including manufacturer's written description, and Material Safety Data Sheets (MSDS), as applicable, for:
    - a. Brick
  - 2. Samples:
    - a. Brick
    - b. Wall ties
    - c. Anchors and pins
- C. Mock-Up: Construct base of chimney as a mockup to 3 feet above floor level.

## 1.6 QUALITY ASSURANCE

- A. Only skilled master or journeymen masons who are familiar and experienced in laying masonry to match existing work shall be used for the work of this Section. In acceptance or rejection of unit masonry work, no allowance will be made for lack of skill on the part of the workers.

## 1.7 JOB CONDITIONS

- A. Do not perform any unit masonry work when temperature is below 40° Fahrenheit or is forecast to fall below 40° Fahrenheit within 48 hours.
- B. Weather Requirements. When ambient temperature is above 100° Fahrenheit, or above 90° Fahrenheit with wind 8mph or above:

1. Maintain temperature of mortar and grout between 70° Fahrenheit and 120° Fahrenheit.
  2. Cold water may be used when mixing mortar and grout. Ice must be completely melted before adding water to other ingredients.
- C. Provide protection to property, persons, and vehicles from dust, mortar daubs, and other elements incidental to the performance of the work of this Section.
- D. Dust: Contractor shall take measures to minimize the generation of dust and to contain and control dust that is generated by the work of this Section.
- E. Prevent mortar(s) from staining masonry that is left exposed.

#### 1.8 DELIVERY, STORAGE, AND HANDLING

- A. Store masonry units on elevated platforms in a dry location. If units are not stored in an enclosed location, cover tops and sides of stacks with waterproof sheeting, securely tied. If units become wet, do not install until they are dry.
- B. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.
- C. Store aggregates where grading and other required characteristics can be maintained and contamination avoided.
- D. Store masonry accessories, including metal items, to prevent corrosion and accumulation of dirt and oil.

### PART 2 PRODUCTS

#### 2.1 MORTARS AND GROUT

- A. See Section 04 0510 - Masonry Mortar and Grout, for requirements for masonry mortar and grout materials.

#### 2.2 BRICK

- A. Salvaged brick, as available from Chief's Used Brick, Inc, Bronx, NY 10469, (718) 379-1232, [www.chiefsusedbrickinc.com](http://www.chiefsusedbrickinc.com); Morris Brick & Stone, Morristown, NJ 07960, (973) 539-1880; [www.morrisbrick.com](http://www.morrisbrick.com); Gavin Historical Bricks, Iowa City, Iowa 52245, (319) 354-5251, [www.historicalbricks.com](http://www.historicalbricks.com); or by submittal.

#### 2.3 CHIMNEY LINING UNITS

- A. Clay Flue Lining Units: ASTM C 315.

#### 2.4 TIES AND ANCHORS

- A. General: Provide ties and anchors specified in subsequent articles, made from materials that comply with this Article, unless otherwise indicated.
- B. #260-Premium Stainless Steel corrugated Wall Tie
- C. Unless otherwise indicated, size wire ties to extend at least halfway through veneer but with at least 5/8" cover on outside face. Outer ends of wires are bent 90 degrees and extend 1-1/2" inches parallel to face of veneer.

### PART 3 EXECUTION

#### 3.1 EXAMINATION

- A. Examine conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance.

### 3.2 PREPARATION

- A. General:
  - 1. See Section 02 4200 - Selective Removals.
- B. Clean all surfaces where unit masonry is to be installed.

### 3.3 INSTALLATION, GENERAL

- A. Thickness: Build masonry construction to the full thickness shown.
- B. Build chases and recesses to accommodate items specified in this Section and in other Sections of the Specifications.
- C. Leave openings for equipment to be installed before completing masonry. After installing equipment, complete masonry to match the construction immediately adjacent to the opening.
- D. Cut units as required to provide a continuous pattern and to fit adjoining construction. Where possible, use full-size units without cutting. Allow units cut with water-cooled saws to dry before placing, unless wetting of units is specified. Install cut units with cut surfaces and, where possible, cut edges concealed.

### 3.4 BRICK INSTALLATION

- A. Rinse existing and new brick thoroughly. Allow masonry to absorb water, and allow excess water to evaporate. At time of installation, existing masonry and new brick shall be damp but free of standing water.
- B. Lay bricks with full bed and head joints, true and level. Pack mortar tightly.
- C. Install mechanical wall ties in accordance with manufacturer's written instructions.
- D. Use full header courses in lieu of mechanical anchors and wall ties wherever possible.
- E. Intermingle new brick with salvaged brick in a random pattern to allow for the closest match of repaired sections with existing adjacent sections.

### 3.5 INSTALLATION OF MORTAR

- A. Slightly dampen joints immediately prior to installation of pointing mortar.
  - 1. Joints shall be damp, but with no standing water.
- B. Install pointing mortar in succeeding layers, each layer not to exceed 1/2" in depth, until joint is packed full.
- C. Tool and finish joint to provide a profile that exactly matches the existing adjacent mortar.
- D. Where height of mortar joint is greater than 1", lay mortar in maximum 3/4" lifts.

### 3.6 LAYING MASONRY WALLS

- A. Lay out walls in advance for accurate spacing of surface bond patterns with uniform joint thicknesses and for accurate location of openings, movement-type joints, returns, and offsets. Avoid using less-than-half-size units, particularly at corners and jambs.
- B. Stopping and Resuming Work: In each course, rack back one-half-unit length for one-half running bond or one-third-unit length for one-third running bond; do not tooth. Clean exposed

surfaces of set masonry, wet clay masonry units lightly if required, and remove loose masonry units and mortar before laying fresh masonry.

- C. Built-in Work: As construction progresses, build in items specified under this and other Sections of the Specifications. Fill in solidly with masonry around built-in items.

### 3.7 MORTAR BEDDING AND JOINTING

- A. Lay solid brick-size masonry units with completely filled bed and head joints; butter ends with sufficient mortar to fill head joints and shove into place. Do not deeply furrow bed joints or slush head joints.
- B. Tool exposed joints slightly concave when thumb print hard, using a jointer larger than the joint thickness, unless otherwise indicated.

### 3.8 MASONRY JOINT REINFORCEMENT

- A. General: Provide continuous masonry joint reinforcement as indicated. Install entire length of longitudinal side rods in mortar with a minimum cover of 5/8 inch (16 mm) on exterior side of walls, 1/2 inch (13 mm) elsewhere. Lap reinforcement a minimum of 6 inches (150 mm).
  - 1. Space reinforcement not more than 16 inches (406 mm) o.c.
- B. Cut or interrupt joint reinforcement at control and expansion joints, unless otherwise indicated.
- C. Provide continuity at corners and wall intersections by using prefabricated "L" and "T" sections. Cut and bend reinforcing units as directed by manufacturer for continuity at returns, offsets, column fireproofing, pipe enclosures, and other special conditions.
- D. Do not use truss-type joint reinforcement in cavity walls.

### 3.9 ANCHORING MASONRY TO STRUCTURAL MEMBERS

- A. Anchor masonry to structural members where masonry abuts or faces structural members to comply with the following:
  - 1. Provide an open space not less than 1 inch (25 mm) in width between masonry and structural member, unless otherwise indicated. Keep open space free of mortar or other rigid materials.
  - 2. Anchor masonry to structural members with flexible anchors embedded in masonry joints and attached to structure.
  - 3. Space anchors as indicated, but not more than 24 inches (610 mm) o.c. vertically and 36 inches (915 mm) o.c. horizontally.

### 3.10 REPAIRING, POINTING, AND CLEANING NEW WORK

- A. Remove and replace masonry units that are loose, chipped, broken, stained, or otherwise damaged or that do not match adjoining units. Install new units to match adjoining units; install in fresh mortar, pointed to eliminate evidence of replacement.
- B. Pointing: During the tooling of joints, enlarge voids and holes, except weep holes, and completely fill with mortar. Point up joints, including corners, openings, and adjacent construction, to provide a neat, uniform appearance.
- C. In-Progress Cleaning: Clean unit masonry as work progresses by dry brushing to remove mortar fins and smears before tooling joints.
- D. Final Cleaning: After mortar is thoroughly set and cured, clean exposed masonry as follows:

1. Remove large mortar particles by hand with wooden paddles and nonmetallic scrape hoes or chisels.
2. Test cleaning methods on sample wall panel; leave one-half of panel uncleaned for comparison purposes. Obtain Architect's approval of sample cleaning before proceeding with cleaning of masonry.
3. Clean concrete masonry by cleaning method indicated in NCMA TEK 8-2 applicable to type of stain on exposed surfaces.

### 3.11 TOLERANCES

- A. Maximum Variation from Plane of Wall: 1/4 inch in 10 ft and 1/2 inch in 20 ft or more.
- B. Maximum Variation from Plumb: 1/4 inch per story non-cumulative; 1/2 inch in two stories or more.
- C. Maximum Variation from Level Coursing: 1/8 inch in 3 ft and 1/4 inch in 10 ft; 1/2 inch in 30 ft.
- D. Maximum Variation from Cross Sectional Thickness of Walls: 1/4 inch.

### 3.12 ADJUST AND CLEANING

- A. After mortar has hardened but before it has full cured, thoroughly clean masonry surfaces of excess mortar using stiff nylon or natural bristle brushes and clean water; do not use metal brushes or scrapers. Use of acid cleaning agents will be permitted only upon prior approval by the Architect.
- B. Any unit masonry work that does not result in a consistent appearance with adjacent brickwork coursing and joints will be considered defective and will not be approved.

**END OF SECTION 042000**

**SECTION 055000 - METAL FABRICATIONS****PART 1 GENERAL**

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Cast iron support brackets for benches.
  - 2. Chimney clean-out door.
- B. Related Sections include the following:
  - 1. Section 040510 Mortars and Grouts.
  - 2. Section 042000 Unit Masonry.
  - 3. Section 061000 Rough Carpentry.
  - 4. Section 064000 Architectural Woodwork.
  - 5. Section 076000 Flashing & Sheet Metal.
  - 6. Section 099000 Painting & Coating.

## 1.3 SUBMITTALS

- A. In accordance with Section 013300 - Submittals, submit the following:
  - 1. Product Data: Manufacturer's technical information, including MSDS, where applicable, for each type of product and process specified in this Section.
  - 2. Shop Drawings: For all new components to be fabricated, including full-size details.

**PART 2 PRODUCTS**

## 2.1 METALS - GENERAL

- A. Metal Surfaces, General: For metal fabrications exposed to view in the completed Work, provide materials with smooth, flat surfaces without blemishes. Do not use materials with exposed pitting, seam marks, roller marks, rolled trade names, or roughness.

## 2.2 FERROUS METALS

- A. Malleable-Iron Castings: ASTM A 47, Grade 32510 (ASTM A 47M, Grade 22010).

## 2.3 SUPPORT BRACKETS FOR WOOD BENCHES

- A. Fabricate cast iron support brackets to exactly match existing historic brackets.

## 2.4 CHIMNEY CLEAN OUT DOOR

- A. Cast Iron Access Door, 8" x 12" arched top: Woodfield Item #61058; Woodsman Item #CDR-12; Woodland Item #1181040; or by submittal.

## 2.5 FASTENERS

- A. General: Provide Type 316 stainless-steel fasteners for exterior use and zinc-plated fasteners with coating complying with ASTM B633, Class Fe/Zn 5, where built into exterior walls. Select fasteners for type, grade, and class required.
- B. Bolts and Nuts: Regular hexagon-head bolts, ASTM A307, Grade A (ASTM F568M, Property Class 4.6); with hex nuts, ASTM A563 (ASTM A563M); and, where indicated, flat washers.

- C. Anchor Bolts: ASTM F1554, Grade 36.
- D. Machine Screws: ASME B18.6.3 (ASME B18.6.7M).
- E. Lag Bolts: ASME B18.2.1 (ASME B18.2.3.8M).
- F. Wood Screws: Flat head, carbon steel, ASME B18.6.1.
- G. Plain Washers: Round, carbon steel, ASME B18.22.1 (ASME B18.22M).
- H. Lock Washers: Helical, spring type, carbon steel, ASME B18.21.1 (ASME B18.21.2M).
- I. Expansion Anchors: Anchor bolt and sleeve assembly with capability to sustain, without failure, a load equal to six times the load imposed when installed in unit masonry and equal to four times the load imposed when installed in concrete, as determined by testing per ASTM E 488, conducted by a qualified independent testing agency.
- J. Toggle Bolts: FS FF-B-588, tumble-wing type, class and style as needed.

## 2.6 FABRICATION, GENERAL

- A. Shop Assembly: Preassemble items in shop to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Use connections that maintain structural value of joined pieces. Clearly mark units for reassembly and coordinated installation.
- B. Shear and punch metals cleanly and accurately. Remove burrs.
- C. Ease exposed edges to a radius of approximately 1/32 inch (1 mm) unless otherwise indicated. Form bent-metal corners to smallest radius possible without causing grain separation or otherwise impairing work.
- E. Provide for anchorage of type indicated; coordinate with supporting structure. Fabricate and space anchoring devices to secure metal fabrications rigidly in place and to support indicated loads.
- F. Cut, reinforce, drill, and tap metal fabrications as indicated to receive finish hardware, screws, and similar items.
- G. Fabricate joints that will be exposed to weather in a manner to exclude water, or provide weep holes where water might otherwise accumulate.
- H. Allow for thermal movement resulting from the following maximum change in ambient and surface temperatures by preventing buckling, opening up of joints, overstressing of components, failure of connections, and other detrimental effects. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
- I. Form exposed work true to line and level with accurate angles and surfaces and straight sharp edges.
- J. Remove sharp or rough areas on exposed traffic surfaces.
- K. Form exposed connections with hairline joints, flush and smooth, using concealed fasteners where possible. Use exposed fasteners of type indicated or, if not indicated, Phillips flat-head (countersunk) screws or bolts. Locate joints where least conspicuous.

## 2.7 FINISHES

- A. Comply with Section 09 9000, Painting and Coating.

- B. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- C. Finish metal fabrications after assembly.
- D. Preparation for Shop Priming: Prepare uncoated ferrous-metal surfaces to comply with minimum requirements indicated below for SSPC surface-preparation specifications and environmental exposure conditions of installed metal fabrications:
- E. Apply shop primer to uncoated surfaces of metal fabrications. Comply with SSPC-PA 1, "Paint Application Specification No. 1," for shop painting.

### **PART 3 EXECUTION**

#### **3.1 INSTALLATION, GENERAL**

- A. Fastening to In-Place Construction: Provide anchorage devices and fasteners where necessary for securing metal fabrications to in-place construction. Include threaded fasteners for concrete and masonry inserts, toggle bolts, through-bolts, lag bolts, wood screws, and other connectors.
- B. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installing metal fabrications. Set metal fabrications accurately in location, alignment, and elevation; with edges and surfaces level, plumb, true, and free of rack; and measured from established lines and levels.
- C. Provide temporary bracing or anchors in formwork for items that are to be built into concrete, masonry, or similar construction.

#### **3.2 INSTALLING MISCELLANEOUS FRAMING AND SUPPORTS**

- A. General: Install framing and supports to comply with requirements of items being supported, including manufacturers' written instructions and requirements indicated on Shop Drawings.

**END OF SECTION 055000**

**SECTION 061000 - ROUGH CARPENTRY****PART 1 GENERAL****1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. This Section includes the following:
  - 1. Wood blocking and nailers.
  - 2. Roof decking.
  - 3. Restoration of damaged framing and rough carpentry, including floor framing, wall sills at floor level, and subflooring with salvaged wood
  - 4. Framing at new gable (west elevation) and shed roof (east elevation).

**1.3 RELATED SECTIONS**

- A. Section 064000 - Architectural Woodwork.
- B. Section 073100 – Shingles and Shakes.

**1.4 DEFINITIONS**

- A. Lumber grading agencies, and the abbreviations used to reference them, include the following:
  - 1. ALSC - American Lumber Standard Committee, Incorporated.
  - 2. NELMA - Northeastern Lumber Manufacturers Association.
  - 3. NLGA - National Lumber Grades Authority.
  - 4. SPIB - Southern Pine Inspection Bureau.
  - 5. WCLIB - West Coast Lumber Inspection Bureau.
  - 6. WWPA - Western Wood Products Association.

**1.5 SUBMITTALS**

- A. See Section 013300 - Submittals, for submittal procedures.
- B. Product Data:
  - 1. Material certificates for dimensional lumber and sheathing specified to comply with minimum allowable unit stresses. Indicate species and grade selected for each use as well as design values approved by the Board of Review of American Lumber Standards Committee.
  - 2. Wood consolidant: Include Material Safety Data Sheet (MSDS), and all application instructions.

**1.6 QUALITY ASSURANCE**

- A. Contractor Qualifications: Contractor shall assign for the work of this Section only skilled workers who are thoroughly trained and experienced in framing in historic buildings, including partial replacements to historical framing systems and using wood consolidants, and who are familiar and experienced with the specialized materials, methods, tools, and equipment needed for the proper performance of this Section.
- B. Wood Framing Standards: *NFPA House Framing Manual*, Latest Edition.

- C. AITC Quality Standard: Comply with applicable requirements of AITC 108, *Standard for Heavy Timber Construction*, published by the American Institute for Timber Construction (AITC).

#### 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Stack lumber. Place spacers between each bundle to provide air circulation. Support stacked products to prevent deformation. Cover wood products to protect against moisture. Provide for air circulation around stacks and under coverings.
- B. Lumber indicating the presence of active infestation, or other conditions that would threaten the stability or well-being of the original structure, shall be promptly removed from the site.

### PART 2 PRODUCTS

#### 2.1 GENERAL REQUIREMENTS

- A. Dimension Lumber: Comply with PS 20 and requirements of specified grading agencies.
1. If no species is specified, provide any species graded by the agency specified; if no grading agency is specified, provide lumber graded by any grading agency meeting the specified requirements.
  2. Grading Agency: Any grading agency whose rules are approved by the Board of Review, American Lumber Standard Committee ([www.alsc.org](http://www.alsc.org)) and who provides grading service for the species and grade specified; provide lumber stamped with grade mark unless otherwise indicated.
- B. Use of lumber fabricated from old growth timber will not be allowed in this project.

#### 2.2 WOOD PRODUCTS, GENERAL

- A. Lumber: DOC PS 20 and applicable rules of lumber grading agencies certified by the ALSC Board of Review.
1. Factory mark each piece of lumber with grade stamp of grading agency.
  2. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry lumber.
  3. Provide dressed lumber, S4S, unless otherwise indicated.
  4. Provide dry lumber with 15 percent maximum moisture content at time of dressing for 2-inch nominal thickness or less, unless otherwise indicated.
- B. Salvaged Material can be obtained from the following, but can also be obtained from another company, so long as product complies with project requirements as outlined in this specification:

M.Fine Lumber Company  
1301 Metropolitan Avenue  
Brooklyn, NY 11237  
718-381-5200

Armster Reclaimed Lumber Co.  
9 Old Post Rd.  
Madison, CT 06443  
203-214-9705

Pioneer Millworks  
1180 Commercial Drive  
Farmington, NY 14425  
585-924-9970

#### 2.3 FIRE-RETARDANT-TREATED MATERIALS

- A. General: Where fire-retardant-treated materials are indicated, provide materials that comply with performance requirements in AWWA C20 (lumber). Identify fire-retardant-treated wood with appropriate classification marking of UL, U.S. Testing, Timber Products Inspection, or other testing and inspecting agency acceptable to authorities having jurisdiction.

1. Use treatment for which chemical manufacturer publishes physical properties of treated wood after exposure to elevated temperatures, when tested by a qualified independent testing agency according to ASTM D 5664 for lumber.
2. Use treatment that does not promote corrosion of metal fasteners.
3. Use Exterior Type for exterior locations and where indicated.
4. Use Interior Type A High Temperature (HT), unless otherwise indicated.

#### 2.4 DIMENSION LUMBER

- A. General: Provide dimension lumber of grades indicated according to the ALSC National Grading Rule provisions of the grading agency indicated.
- B. Framing: Construction, Stud, or No. 2 grade and any of the following species:
  1. Hem-fir or Hem-fir (North): NLGA, WCLIB, or WWPA.
  2. Spruce-pine-fir (South) or Spruce-pine-fir: NELMA, NLGA, WCLIB, or WWPA.
- C. Sheathing:
  1. Salvaged Douglas Fir or Spruce
  2. Size to match existing or as otherwise indicated on drawings.

#### 2.5 MISCELLANEOUS LUMBER

- A. General: Provide lumber for support or attachment of other construction, including the following:
  1. Blocking.
  2. Nailers.
  3. Furring.
  4. Grounds.
- B. For items of dimension lumber with a nominal thickness greater than 2 inches provide Standard, Stud, or No. 3 grade lumber with 19 percent maximum moisture content and any of the following species:
  1. Hem-fir or Hem-fir (North): NLGA, WCLIB, or WWPA.
  2. Spruce-pine-fir (South) or Spruce-pine-fir: NELMA, NLGA, WCLIB, or WWPA.

#### 2.6 PANEL PRODUCTS

- A. Telephone and Electrical Equipment Backing Panels: DOC PS 1, Exposure 1, C-D Plugged, fire-retardant treated, in thickness indicated or, if not indicated, not less than 1/2 inch thick.

#### 2.7 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this Article for material and manufacture.
- B. Nails, Wire, Brads, and Staples: FS FF-N-105.
- C. Power-Driven Fasteners: CABO NER-272.
- D. Wood Screws: ASME B18.6.1.
- E. Lag Bolts: ASME B18.2.1. (ASME B18.2.3.8M).
- F. Bolts: Steel bolts complying with ASTM A 307, Grade A (Property Class 4.6); with ASTM A 563 hex nuts and, where indicated, flat washers.
- G. Expansion Anchors: Anchor bolt and sleeve assembly of material indicated below with capability to sustain, without failure, a load equal to 6 times the load imposed when installed in unit masonry assemblies and equal to 4 times the load imposed when installed in concrete as

determined by testing per ASTM E 488 conducted by a qualified independent testing and inspecting agency.

1. Material: Carbon-steel components, zinc plated to comply with ASTM B 633, Class Fe/Zn 5.

## 2.8 METAL FRAMING ANCHORS

- A. General: Provide galvanized steel framing anchors of structural capacity, type, and size indicated and acceptable to authorities having jurisdiction.
- B. Galvanized Steel Sheet: Hot-dip, zinc-coated steel sheet complying with ASTM A 653, G60 (Z180) coating designation.

## 2.9 WOOD CONSOLIDANTS

- A. General: Epoxy resins for consolidation of decayed wood shall be used without thickeners or fillers (unless stated otherwise in the manufacturer's written instructions), to allow for thorough saturation into wood.
- B. Epoxy resins, hardeners, thinners and fillers must be compatible, of the same system, and produced by the same manufacturer. Follow published instructions and recommendations of the manufacturer.
- C. Acceptable Systems:
  1. West System 105 Epoxy Resin, as manufactured by Gougeon Brothers, Inc., Bay City, MI;
  2. Liquid Wood, as manufactured by Abatron, Inc., Gilberts, IL.
  3. Approved Equal.

# PART 3 EXECUTION

## 3.1 PREPARATION

- A. Initial Inspection: Before commencing with removals or repairs of timber framing, examine with the Architect all elements scheduled for work and prepare a Schedule of Repairs. Submit this Schedule for approval.

## 3.2 INSTALLATION - GENERAL

- A. Select material sizes to minimize waste.
- B. Reuse scrap to the greatest extent possible. Clearly separate scrap for use on site as accessory components, including: shims, bracing, and blocking.

## 3.3 WOOD FRAMING

- A. Discard units of material with defects that impair quality of carpentry and that are too small to use to minimize number of joints or for optimum joint arrangement.
- B. Set carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit carpentry to other construction; scribe and cope as needed for accurate fit. Locate furring, nailers, blocking, grounds, and similar supports to comply with requirements for attaching other construction.
- C. Do not splice structural members between supports.
- D. Frame openings with multiple studs and headers. Install nailed header members of thickness equal to width of studs. Set headers on edge and support on jamb studs.

- E. Securely attach carpentry work as indicated and according to applicable codes and recognized standards.
- F. Sink fastener heads on exposed rough carpentry work flush with wood surface.
- G. Use fasteners of appropriate type and length. Pre-drill members when necessary to avoid splitting wood.
- H. Provide metal flashing moisture barrier at joist and beam ends, where wood framing bears on masonry. (See Section 07 6000 Flashing and Sheet Metal.)
- I. Consolidate by dipping the end grain of all exterior wood framing elements, prior to installation.

### 3.4 WOOD GROUND, SLEEPER, BLOCKING, AND NAILER INSTALLATION

- A. Install where indicated and where required for screeding or attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.
- B. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces, unless otherwise indicated.

### 3.5 SCARPH (DUTCHMAN) REPAIRS

- A. Where scarp repairs are scheduled, remove only enough deteriorated wood to provide a solid section for the installation of the new scarp element. Cut scarp to fit so that original profile of each element will be restored upon completion of the installation. Grain of Dutchman shall run in same direction as grain of element being restored.
- B. Joints shall be precisely fitted. Adjoining surfaces in the same plane shall be finished flush.
- C. All scarp meeting surfaces shall be glued using specified epoxy. Surfaces shall be in close contact throughout. Clamp tightly until set.
- D. Shape and sand (as necessary) the finished repair along the grain of the wood, to achieve finished profile. Take care to maintain existing radiuses of edges and corners.

### 3.6 EPOXY CONSOLIDATION AND FILLING

- A. Epoxy consolidant shall be applied with a brush to clean, paint free wood in sufficient quantities to thoroughly penetrate the wood. Follow manufacturer's recommendations in all respects, including surface preparation, mixing, and temperature range for application. Where possible, entire element may be submerged in consolidant. Follow manufacturer's instructions.
- B. Protect all surrounding areas against accidental spattering and spillage. Remove spills with manufacturer's recommended solvent before epoxy sets up.
- C. Epoxy filler shall be applied only to wood surfaces that have been pretreated with epoxy consolidant.
- D. For general filling of splits, cracks, or holes less than 1/2" wide, trowel on epoxy, allowing it to set higher than the finished surface. For larger holes and voids, consult with Architect.
- E. Feather edge sand fully hardened epoxy until flush with original adjacent surfaces. Do not sand into or below the original surfaces.

### 3.4 PANEL PRODUCT INSTALLATION

- A. For equipment backing panels: Wood Structural Panels: Comply with applicable recommendations contained in APA Form No. E30K, "APA Design/Construction Guide: Residential & Commercial," for types of structural-use panels and applications indicated.
- B. Plywood is not approved for subfloor, roof deck or exterior siding application.

**3.5 ROOF-RELATED CARPENTRY**

- A. Do not disturb animal-control netting and blocking with the work of this section. Repair animal-control installation if disturbed due to work of this section. Owner reserves the right to have existing animal-control installation repaired by qualified installer at Contractor's expense.

**3.6 TOLERANCES**

- A. Framing Members: 1/8 inch from true position, maximum.
- B. Variation from Plane (Other than Floors): 1/8 inch in 10 feet maximum, and 1/4 inch in 30 feet maximum.

**END OF SECTION 061000**

**SECTION 064000 - ARCHITECTURAL WOODWORK****PART 1 GENERAL**

## 1.1 RELATED SECTIONS

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

## 1.2 DESCRIPTION OF WORK

- A. "Architectural Woodwork" and "Architectural Woodwork Restoration" shall be defined as specified herein to distinguish forms of wood construction that conform to high standards of quality for material and workmanship.

## 1.3 SCOPE OF WORK

- A. The work of this Section is as indicated on the Drawings, as specified herein, and as required by authorities, standards, and conditions for satisfactory completion of the work.
- B. The work of this Section includes, but it not limited to, the following:
  - 1. Selective restoration of existing exterior and interior wood elements, and fabrication of new exterior and interior wood elements to exactly match existing historic elements, including but not necessarily limited to: siding, frames, battens, brackets, moldings, door and window casings and trim, beaded board walls and ceilings, chair rails and wall base, wood slat benches, millwork, and finish carpentry.

## 1.4 RELATED WORK DESCRIBED ELSEWHERE

- A. Section 061000 - Rough Carpentry.
- B. Section 081400 - Wood Doors.
- D. Section 085200 - Wood Windows.
- E. Section 096490 - Wood Flooring Restoration.
- F. Section 099000 – Painting and Coating.

## 1.5 SUBMITTALS

- A. In accordance with Section 013300 - Submittals, submit the following:
  - 1. Product Data: Manufacturer's technical information, including MSDS, where applicable, for each type of product and process specified in this Section and incorporated into items of architectural woodwork during fabrication, finishing, and installation.
- B. Shop Drawings:
  - 1. Submit for all new components to be fabricated, including full-size details of all dutchman repairs, joints between new and existing members.
- C. Samples:
  - 1. 11" sample wood for each new profile, species, and grade used,
  - 2. Fasteners, each type proposed for use, and
  - 3. Hardware, each type proposed for use.

## 1.6 QUALITY ASSURANCE

- A. Installer Qualifications: Contractor shall assign for the work of this Section only skilled workers who are thoroughly trained in restoring interior architectural woodwork and can demonstrate

five (5) years successful experience in installing architectural woodwork items similar in type and quality to those required for this project.

- B. Referenced Standard: Applicable requirements of "Architectural Woodwork Quality Standards", latest edition, published by the Architectural Woodwork Institute (AWI), except as otherwise indicated.

#### 1.7 DELIVERY, STORAGE, AND PROTECTION

- A. Protect woodwork during transit, delivery, storage, and handling to prevent damage or deterioration.
- B. If woodwork must be stored in other than installation areas, store only in areas where environmental conditions meet requirements specified in "Project Conditions".

#### 1.8 PROJECT CONDITIONS

- A. Environmental Conditions: Obtain and comply with Woodwork Manufacturer's and Installer's coordinated advice for optimum temperature and humidity conditions for woodwork during its storage and installation. Do not install woodwork until these conditions have been attained and stabilized so that woodwork is within plus or minus 1 percent of optimum moisture content from date of installation through remainder of construction period.
- B. Field Measurements
  - 1. Check actual dimensions of existing construction before commencing work.
  - 2. Mark items removed for restoration on a surface that will not be visible in finished work to identify their original locations.

### PART 2 PRODUCTS

#### 2.1 GENERAL

- A. Wood elements to be replaced are those described in the window and door schedules and the Drawings, and as required for the successful completion of the work. Provide materials that comply with requirements of the AWI woodworking standard for each type of woodwork and quality grade indicated, and, where the following products are part of woodwork, with requirements of the referenced product standards, that apply to product characteristics indicated.

#### 2.2 WOOD

- A. General: Salvaged wood to match existing in species and cut; American Mahogany, Northern White Pine or White Oak, clear heartwood, quarter sawn vertical grain.
- B. Where new wood is required, it shall be of grades specified below (as defined by AWI), kiln-dried to a moisture content of 6% to 12% at the time of fabrication, and shall be clear, free from shakes, knots, and all other imperfections that might impair its strength, durability, or appearance.
- C. Fabrication Grade: Custom, suitable for stained finish, except as otherwise noted.
- D. Plywood is not approved for subfloor, roof deck, exterior siding, or interior finished carpentry or millwork applications.

#### 2.3 ADHESIVE

- A. For repair: Two-part, gap-filling resorcinol resin.
- B. For construction: Two-part resorcinol resin.

## 2.4 WOOD FILLER & DUTCHMAN REPAIRS

- A. Two-part compound for filling voids and cracks, and for minor wood restorations of 27 cubic inches or less: WoodEpox, as manufactured by Abatron, Inc., Gilberts IL; West System as manufactured by Gouglion Brothers Inc, Bay City MI; or equal approved by submittal.
- B. Primer for wood filler must be compatible, of the same system, and produced by the same manufacturer.

## 2.5 WOOD CONSOLIDANTS

- A. Raw linseed oil shall be used to bind unsound wood and all open-end grain. Mix by volume:
  - 1. Raw Linseed oil 80%
  - 2. Turpentine 15%
  - 3. Varnish, amounts vary for project needs and Architect's approval.

## 2.6 FASTENERS

- A. Screws: Countersunk. Select material, type, size, and finish required for each use. Comply with FS-FF-S-111 for applicable requirements.
- B. Nails: Countersunk and filled. Select material, type, size, and finish required for each use. Comply with FS-FF-N-105 for applicable requirements.
- C. Anchors: Type required for secure anchorage.

## 2.7 FINISH

- A. Comply with Section 09 9000 – Painting and Coating, for final finishing of installed architectural woodwork, and for material and application requirements of prime coats for woodwork not specified in this Section to receive final finish.

# PART 3 EXECUTION

## 3.1 PREPARATION

- A. Condition woodwork to average prevailing humidity conditions in installation areas before installing.
- B. Before installing architectural woodwork, examine shop-fabricated work for completion and complete work as required.
- C. Backprime all exterior architectural woodwork.

## 3.2 FABRICATION

- A. Fabricate woodwork to dimensions, profiles, and details indicated.
- B. Joints shall be properly fitted. Adjoining surfaces in the same plane shall be flush. Mitered external and coped internal joints shall be used for all molded members. Miter all running joints.
- C. Use continuous members whenever possible. Splices or joints in run of member only with Architect's approval. Splices shall be scarphed or angle-cut. Butt joints in the run of a member are prohibited.
- D. Fasteners shall be concealed. Where surface fastening is required and approved by the Architect, it shall be by means of countersunk screws with screw head concealed with wood plugs; or finishing nails, well set below the surface and puttied.
- E. All nailing shall be in accordance with Commercial Standards CS190-59 and CS204-09.

- F. Glued surfaces shall be in close contact throughout.
- G. Missing sections shall be replaced with new wood dutchman, precisely scarphed into place and held with epoxy. Finish surfaces of dutchman repairs shall exactly match existing adjacent surfaces.
- H. Deteriorated elements shall be restored by means of epoxy consolidation applied to unfinished wood, followed by epoxy filler, both installed in accordance with the manufacturer's printed instructions.

### 3.3 INSTALLATION

- A. Construction and replacement
  - 1. Quality Standard:
    - a. Install all woodwork to comply with AWI Section 1700 for same grade specified in Part 2 of this Section for type of woodwork involved.
  - 2. Install woodwork plumb, level, true, and straight with no distortions. Shim as required with concealed shims. Install to a tolerance of 1/8 inch in 8'-0" for plumb and level and with no variations in flushness of adjoining surfaces.
  - 3. Scribe and cut woodwork to fit adjoining work. Refinish cut surfaces and repair damaged finish at cuts.
  - 4. Anchor woodwork to blocking built in or directly attached to substrates. Secure to grounds, stripping and blocking with countersunk, concealed fasteners and blind nailing as required for a complete installation. Use finishing nails for exposed nailing, countersunk and filled flush with woodwork.
  - 5. Preparations for finishing:
    - a. Wood elements in good condition shall be cleaned of dirt, scraped of loose or deteriorated paint, filled, sanded, and prepared to receive primer or stain. Comply with referenced quality standard for sanding, filling countersunk fasteners, sealing concealed surfaces, and similar preparations for finishing of architectural woodwork, as applicable to each unit of work. Elements shall be made ready for painting or staining.

### 3.4 ADJUSTMENT AND CLEANING

- A. Repair woodwork damaged or made defective during progress of Project, where possible to eliminate defects functionally and visually. Where not possible to repair, replace woodwork. Adjust joinery for uniform appearance.
- B. Clean woodwork on exposed and semi-exposed surfaces.
- C. Provide final protection and maintain conditions that ensure woodwork is without damage or deterioration at time of Substantial Completion.

**END OF SECTION 064000**

**SECTION 07 2100 – THERMAL INSULATION****PART 1 GENERAL**

## 1.1 SECTION INCLUDES

- A. Natural cotton fiber insulation above wood ceiling.

## 1.2 SUBMITTALS

- A. See Section 013300 - Submittals, for submittal procedures.
- B. Product Data: Provide manufacturer's printed data on product characteristics, performance criteria, and product limitations.

**PART 2 PRODUCTS**

## 2.1 BATT INSULATION MATERIALS

- A. Batt Insulation:
  - 1. Unfaced batts made from post-industrial natural cotton fibers that have been thermally bonded.
  - 2. Recycled fiber products, boric, ammonium sulfate, binder fiber. Contains no fiberglass, asbestos or formaldehyde.
  - 3. Recycled content 90 percent post-consumer.
  - 4. Density ½ pounds per cubic foot.
- B. Natural cotton fiber insulation: One layer of 5-6" batts typical. Additional layers of batts as framing for roof slope permits without compression of insulation material.

## 2.3 ACCESSORIES

- A. Sheet Vapor Retarder as recommended by insulation manufacturer for application.

**PART 3 EXECUTION**

## 3.1 EXAMINATION

- A. Verify that substrate, adjacent materials, and insulation materials are dry and that substrates are ready to receive insulation.

## 3.2 BATT INSTALLATION

- A. Install insulation in accordance with manufacturer's instructions.
- B. Install in exterior roof 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.

## 3.3 PROTECTION OF FINISHED WORK

- A. Do not permit installed insulation to be damaged prior to its concealment.

**END OF SECTION 071200**

**SECTION 073100 – SHINGLES & SHAKES****PART 1 GENERAL****1.1 RELATED DOCUMENTS**

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

**1.2 RELATED SECTIONS**

- A. Section 024200 - Selective Removals.
- B. Section 076000 - Flashing & Sheet Metal.

**1.3 SCOPE OF WORK**

- A. The extent of slate roofing work under this Section is as indicated on the Drawings, as specified herein, and as required by authorities and conditions for satisfactory completion of the work.
- B. The work of this Section includes, but is not necessarily limited to, the following:
  - 1. Remove existing composition roofing and underlayment.
  - 2. 100% replacement of wood substrate with new 7/8" tongue and groove deck.
  - 3. Prepare substrate to receive slate and wood shingle roofing and cladding.
  - 4. Install slate roofing system.
  - 5. Install wood shingles at vertical gable end walls, as indicated on Drawings.
  - 6. Provide one-quarter to one-half pallet of slate for Owner's stock, for use in future repair and maintenance.

**1.4 SUBMITTALS**

- A. See Section 013300 - Submittals, for submittal procedures.
- B. Submit the following:
  - 1. Product Data: Manufacturer's technical information, including Material Safety Data Sheets (MSDS), where applicable, and installation instructions, for the following materials:
    - a. Slate shingles.
    - b. Wood shingles.
    - c. Ice & water shield membrane.
    - d. Roofing felt.
    - e. Elastic cement.
  - 2. Samples:
    - a. Slate shingles, cut to shapes and dimensions shown, with punched nail holes.
    - b. Wood shingles, cut to shapes and dimensions shown.
    - c. Fasteners.

**1.5 QUALITY STANDARDS**

- A. Reference standard: "Roofing & Waterproofing Manual", as published by the National Roofing Contractors Association, latest edition; "The Slate Roof Bible", as published by Chelsea Green Publishing, 1997.
- B. CSSB 021 - Design and Application Manual for New Roof Construction; Cedar Shake and Shingle Bureau; 1991, and Insert, 1998.

**1.6 DELIVERY, STORAGE, AND PROTECTION**

- A. Deliver slate materials to Project Site in on quarry's pallets, with labels intact. Deliver all other materials in unopened manufacturer's packaging, with labels intact.

- B. Handle and store materials at Project Site to prevent water damage, staining, or other physical damage. Comply with manufacturer's recommendations for job-site storage, handling, and protection.

### 1.7 PROJECT CONDITIONS

- A. Coordinate the work of this Section with interfacing and adjoining work to ensure proper sequencing of each installation.
- B. Weather Conditions: Proceed with work only when existing and forecasted weather conditions will permit work to be installed in compliance with manufacturer's recommendations and when substrate is completely dry.

### 1.8 EXTRA MATERIALS

- A. Deliver extra slate to Owner. Furnish extra slate from the same shipment as that installed, packaged with protective covering for storage and identified with label clearly describing contents. Deliver to storage location as directed by Owner.

## PART 2 PRODUCTS

### 2.1 SLATE

- A. General Characteristics: Class "A" type roofing slate of hard, dense, sound rock, machine-punched.
  - 1. Evergreen Slate Company, Middle Granville, New York; New England Slate Company, Poultney, Vermont; Vermont Structural Slate Company, Fair Haven, Vermont.
  - 2. Approved equal.
- B. Specific Characteristics:
  - 1. Color:
    - a. Grassy green.
    - b. Other unfading green, by submittal and Architect's Approval.
  - 2. Shape: Square
  - 3. Size: Length 25" x width 8-1/2".x thickness 1/8".
  - 4. Exposure: about 10 3/8" with minimum 4" headlap, as determined by equal subdivision of slope indicated in Drawings. Other slopes to match exposure of indicated slope.

### 2.2 WOOD SHINGLES

- A. General Characteristics: Premium grade, 100% clear, 100% heartwood, 100% edge grain.
- B. Specific Characteristics:
  - 1. Species:
    - a. Western Red Cedar.
  - 2. Shapes:
    - a. Square.
    - b. Deep bevel.
  - 3. Size: length 16" x width 6" x thickness 5/2" (5 butts together = 2").
  - 4. Exposure: 5" with 6" headlap.
  - 5. Pattern: Layout and coursing as indicated on the Drawings.

### 2.3 WOOD FOR SUBSTRATE

- A. General: Substrate material is wood sheathing.
  - 1. Plywood will not be accepted as a substrate material.
- B. Nailers, blocking, and furring: Construction grade, S4S, 19% maximum moisture content.

- C. Provide fire-retardant treated, ASTM E 84, Class A, where required by code or authorities having jurisdiction.

#### 2.4 UNDERLAYMENT

- A. Roofing Felt: Un-perforated, asphalt saturated fiberglass, 30 lbs./square, ASTM D 226. Two layers required (60 lbs./square total).
- B. Self-Adhering Rubberized Asphalt: Polyethylene sheet waterproofing. ASTM-D-1970, 40 mils thick minimum, hightemp non-abrasive, consisting of slip-resisting polyethylene-film reinforcing and top surface laminate to SBS-modified asphalt adhesive, with release paper backing; cold applied.
  - 1. Ice & Water Shield, as manufactured by W.R. Grace.
  - 2. Certaintee HT
  - 3. Carlisle Dry Strata

#### 2.5 FASTENERS

- A. For Slates: Large head, smooth-shank copper slaters' nails, in sizes as follows:
  - 1. 1-1/4" (3d) for slates 18 inches or less
  - 2. 1-1/2" (4d) for slates greater than 18 inches
  - 3. 2" (6d) for slates on hips and ridges
- B. For Wood Shingles: Hot-dipped zinc coated or stainless steel nails, with barked or deformed shanks, of sufficient length to penetrate through nailers or 1 inch into solid decking. Material of nails in contact with metal flashing shall match materials selected for flashing to prevent galvanic action.
- C. For Related Carpentry: Hot-dipped galvanized, common, size appropriate to the application.
- D. For Ridge Rolls: Concealed cleats.

#### 2.6 ACCESSORIES

- A. Clips: Copper slate clips.

### PART 3 EXECUTION

#### 3.1 PREPARATION

- A. Remove existing roofing and underlayment to wood deck.

#### 3.2 INSPECTION

- A. Upon removal of existing roofing and substrate, report unsatisfactory conditions to Architect in accordance with Submittal procedure outlined in Section 013300.

#### 3.3 INSTALLATION OF UNDERLAYMENT

- A. Provide felt parallel to eaves, double layer, with a minimum 3-inch horizontal overlap, and minimum 8-inch overlap at ends. Nail to decking at minimum 6 inches on-center.
- B. Provide self-adhering rubberized asphalt over eaves and at base of slopes, and at valleys, hips, and ridges. Apply minimum 3-foot width in each location, with minimum 6-inch overlap at ends.

#### 3.4 INSTALLATION OF SLATE

- A. Install slates true and straight in both directions, with horizontal lines parallel to eaves. Neatly fit slate around all projections through the roof. Headlap all slates at least 4 inches, and close all voids with special shapes, fabricated using mitered seam construction.

- B. Slates overlapping sheet metal shall be nailed in a manner that avoids puncturing the sheet metal.
- C. Set all nails in a manner that does not produce a strain on the slate. Slate shall hang uniformly, with nail head neither driven too far so as to break through the hole nor left too high so as to strain the overlaying material.
- D. All valleys shall be laid to form mitered (closed) valleys, cut accurately with tight joints. Valley slates shall be laced with copper step flashing and fastened directly to the roof deck. Do not use elastic slaters' cement or other adhesives at valleys.
- E. Where two valleys of unequal size come together, or where the areas drained by the valley are unequal, there shall be placed in the valley a "crimp" angle or tee not less than 1" high. This "crimp" may be formed in the valley sheet before placing, or it may be made of a separate piece soldered to the valley sheet.
- F. All hips shall be laid to form mitered hips, cut accurately with tight joints. Hip slates shall be laced with copper step flashing, fastened directly to the roof deck.
- G. All ridges shall be laid to form mitered ridges, cut accurately with tight joints. Ridge slates shall be laced with copper flashing and fastened directly to the roof deck. Use elastic slater's cement only where necessary to attach smaller than usual slates that cannot be well nailed.

### 3.5 INSTALLATION OF WOOD SHINGLES

- A. Install in accordance with manufacturer's instructions using not less than 2 fasteners each. Fasteners shall be placed  $\frac{3}{4}$  inch to 1 inch from the side edge of the shingle, and approximately 1 inch above the exposure line.
- B. Space shingles  $\frac{1}{8}$ " apart
- C. Fasteners shall penetrate at least 1 inch or through the nailers or sheathing.
- D. Drive fasteners flush with surface of shingle. Do not overdrive fasteners, or allow head of fastener to crush wood fibers or crack shingles.

### 3.6 CLEANING AND PROTECTION

- A. At the conclusion of the installation, restore any damaged slates or accessory components, and clean and protect all work though Substantial Completion.

**END OF SECTION 073100**

**SECTION 076000 - FLASHING & SHEET METAL****PART 1 GENERAL****1.1 RELATED DOCUMENTS**

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

**1.2 RELATED SECTIONS**

- A. Section 024200 - Selective Removals.
- B. Section 042000 - Unit Masonry.
- C. Section 061000 - Rough Carpentry.
- D. Section 073100 – Shingles and Shakes.

**1.3 SCOPE OF WORK**

- A. Extent of flashing and sheet metal work is as indicated on the Drawings, as specified herein, and as required by authorities and conditions for satisfactory completion of the work.
- B. The work of this Section includes, but is not necessarily limited to:
  - 1. Flashing at roofing, including roof penetrations, chimney, valleys, slope transitions and vertical walls.
  - 2. New copper gutter liners, ridges, eave cladding and metal edging.
  - 3. Existing, repaired, and new copper downspouts.
  - 4. Provide and connect cast-iron boots with clean-outs to downspouts at discharge pipe inlet.

**1.4 SUBMITTALS**

- A. See Section 013300 - Administrative Requirements, for submittal procedures. Submit the following:
  - 1. Product Data: Manufacturer's technical information, including Material Safety Data Sheets (MSDS), where applicable, for the following materials:
    - a. Copper Downspout.
    - b. Cast Iron downspout boot with clean-out.
    - c. Solder and flux.
    - d. Fasteners.
  - 2. Mock-ups:
    - a. Provide one (1) full scale mock-up for each sheet-metal configuration shown. Each mock-up to be one (1) foot long. Approved mock-up can be incorporated into finished work.

**1.5 QUALITY STANDARDS**

- A. Comply with the standards and requirements as established in:
  - 1. "Architectural Sheet Metal Manual", published by SMACNA, latest edition; "Copper & Common Sense", published by Revere Copper, latest edition; and each product manufacturer's published installation instructions.
- B. Should discrepancies or conflicting requirements arise between these standards, request a clarification from the Architect prior to proceeding with the affected work.

## 1.6 PROJECT CONDITIONS

- A. Coordinate the work of this Section with interfacing and adjoining work to ensure proper sequencing of each installation.
- B. To the extent possible, solder joints in the shop or at ground level. Where field soldering is required, protect the building at all times, using all necessary means including providing approved, non-flammable enclosures that fully contain the open flames of all soldering iron heat sources.
- C. Do not install any flashing work during: Snow, rain, fog, or mist or to damp or wet surfaces.
- D. Sheet metal work may be installed during inclement weather, but ONLY if the areas of the installation are enclosed and remain weathertight throughout the duration of the installation, including all required folding, fastening and soldering.

## PART 2 PRODUCTS

### 2.1 COPPER FABRICATIONS

- A. Copper gutter liner, eave cladding and ridges: Copper, 20 ounce, cold rolled, ASTM B-370.
- B. Copper flashings at closed valleys, mitered hips, vertical walls, step and counter flashing at chimney, vent pipe flashing: Copper, 20 ounce, cold rolled, ASTM B-370.
- C. New downspouts: Corrugated, round, copper, ASTM B 370, 20 ounce copper downspouts, as manufactured by B & B Sheet Metal, Long Island City, NY; Rutland Gutter Supply, Orlando FL, CopperCraft, Inc., Dallas, TX or approved equal.
- D. Downspout sections for repair of existing copper downspouts: match existing.

### 2.2 CAST IRON DOWNSPOUT BOOT

- A. Cast iron pipe and cleanout tee with threaded bronze plug, as available from J R Smith, Montgomery, AL; Charlotte Pipe, Charlotte NC; Josam Company, Philadelphia, PA, or approved equal.

### 2.3 ACCESSORIES

- A. Solder: 60-40 tin/lead solder, ASTM B-32
- B. Flux: Zinc killed with muriatic acid.
- C. Fasteners in General: Same metal as flashing, or other non-ferrous metal as recommended by the sheet manufacturer, and that will not develop and adverse electrogalvanic reaction with the flashing metal.
- D. Metal Accessories: Provide sheet metal clips, straps, anchoring devices and similar accessory units for installation of work that match, or are compatible with, the material being installed. Provide miscellaneous metal accessories in sizes and gauges as required for proper performance.
- E. Sealant: Generic type recommended by sheet metal manufacturer, and compatible with underlayment and roofing. Comply with FS TT-S-0027, TT-S-00230, or TT-S-001543.
- F. Self-Adhering Rubberized Asphalt: Polyethylene sheet waterproofing. ASTM-D-1970, 40 mils thick minimum, hightemp non-abrasive, consisting of slip-resisting polyethylene-film reinforcing and top surface laminate to SBS-modified asphalt adhesive, with release paper backing; cold applied.
  - 1. Ice & Water Shield, as manufactured by W.R. Grace.

- 2. Certaintee HT
- 3. Carlisle Dry Strata

**2.4 FINISH**

- A. Comply with Section 099000 – Painting and Coating, for high performance coating of all ferrous elements.

**PART 3 EXECUTION**

**3.1 INSTALLATION**

- A. General: Except as otherwise indicated, comply with manufacturer's installation instructions and recommendations, and with referenced standards.
- B. Anchor units of work securely in place using methods indicated in referenced standards, matching the original details, and in accordance with the Drawings and approved submittals.
- C. Provide for thermal expansion of metal units. Where movable, non-expansion type joints are required for proper performance of work, form metal to provide for proper installation of elastomeric sealant.
- D. Set units true to line and level.
- E. Install work with laps, joints and seams that will be permanently watertight and weatherproof.
  - 1. Lap all work in the direction of flow.
- F. Conceal fasteners wherever possible.

**3.2 CLEANING and PROTECTION**

- A. Clean exposed metal surfaces, using only techniques and materials approved by submittal, Remove completely substances that might cause corrosion of metal or deterioration of finishes. Remove all solder and flux splatters from installed work, adjacent surfaces and surrounding areas.

**END OF SECTION 076000**

**SECTION 079000 - SEALANTS****PART 1 GENERAL**

## 1.1 SECTION INCLUDES

- A. Sealants and joint backing.

## 1.2 SUBMITTALS

- A. See Section 013000 - Submittals, for submittal procedures.
- B. Provide samples of Sealant, Backer rod and Bond-breaker tape.

## 1.3 MOCK-UP

- A. Construct mock-up with specified sealant and with other components noted.
- B. Location to be determined by Contractor and Architect.
- C. Mock-up may remain as part of the Work.

## 1.4 ENVIRONMENTAL REQUIREMENTS

- A. Maintain temperature and humidity recommended by the sealant manufacturer during and after installation.

**PART 2 PRODUCTS**

## 2.1 SEALANTS

- A. Sealants and Primers - General: Provide only products having volatile organic compound (VOC) content equal to or lower than required by NYS and EPA.
- B. General:
  - 1. Silicone Sealant: One-part formulation silicone sealant complying with ASTM C 920, Type S, Grade NS, Class 25. Sealant shall accommodate joint movement of 100% in extension and 50% in compression and, where applicable, be fully compatible with installation of backer rod and bond-breaker tape.
  - 2. Elastomeric sealant: High-performance, moisture-cured 1 component polyurethane-based, non-sag elastomeric sealant. Meeting Federal specification TT-S-00230C, Type II Class A ASTM c-920, Type S, Grade NS Class 35. Sealant shall accommodate joint movement of 100% in extension and 50% in compression and, where applicable, be fully compatible with installation of backer rod and bond-breaker tape.

## 2.2 SEALANT BACKER ROD

- A. Where required, provide compressible rod stock polyethylene or polyurethane foam, polyethylene jacketed polyurethane foam, butyl rubber foam, neoprene foam, or other flexible, permanent, durable, non-absorptive material as recommended by sealant manufacturer for back-up of compatibility with sealant.

## 2.3 SEALANT BOND-BREAKER TAPE

- A. Provide polyethylene bond-breaker tape or other plastic tape as recommended by sealant manufacturer, to be applied where indicated on Drawings and to sealant-contact surfaces where bond to substrate or joint filler must be avoided for proper performance of sealant. Provide self-adhesive tape where applicable.

**PART 3 EXECUTION**

## 3.1 EXAMINATION

- A. Verify that substrate surfaces are ready to receive work.

## 3.2 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. Prepare in accordance with manufacturer's instructions and ASTM C 1193.
- D. Protect elements surrounding the work of this section from damage or disfigurement.

## 3.3 INSTALLATION

- A. Perform work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Install in accordance with ASTM C 1193.
- C. Use sealant sparingly, principally at the joint between ledges formed by exterior finish-frame members and vertical sheathing, and around outer edges of window and door trim. Do not seal lower edges of horizontal members to allow moisture to escape.
- D. Seal around penetrations for utilities.
- 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.

## 3.4 CLEANING

- A. Clean surfaces or excess sealant and other soiling caused by the work of this section.

## 3.5 PROTECTION OF FINISHED WORK

- A. Protect sealants until cured.

**END OF SECTION 079000**

**SECTION 081400 - WOOD DOORS****PART 1 GENERAL**

## 1.1 RELATED DOCUMENTS

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

## 1.2 SECTION INCLUDES

- A. Remove doors and provide temporary protection.
- B. Repair doors and modify as indicated, casings, frames and associated elements—remove deteriorated wood, make repairs by dutchman, lamination and consolidation matching original profiles and wood species.
- C. Provide one new exterior door to match historic doors in profiles and configuration.
- D. Remove and restore hardware—salvage, repair and provide missing elements to match original.
- E. Provide new hardware items where indicated.
- F. Reinstall and adjust doors for proper operation.

## 1.3 RELATED SECTIONS

- A. Section 061000 - Rough Carpentry.
- B. Section 064000 - Architectural Woodwork.
- C. Section 085200 – Wood Windows.
- D. Section 099000 - Painting and Coating.

## 1.4 REFERENCES

- A. Window and Door Manufacturers Association (formerly National Wood Window and Door Association): ANSI/WDMA (formerly NWWDA) IS-6-A-2001 Quality Standards of the Window and Door Manufacturers Association.
- B. *Architectural Woodwork Quality Standards* as published by the Architectural Woodwork Institute, latest edition.

## 1.5 SUBMITTALS

- A. See Section 013300 - Submittals, for submittal procedures.
- B. Product Data: Submit product data for specified products.
  - 1. Wood (for each profile and species proposed)
  - 2. Hardware (for each type)
  - 3. Weatherstripping (for each type)
  - 4. Epoxy Resin Glue & Consolidants
- C. Shop Drawings:
  - 1. Submit for all new components to be fabricated, including full-size details of dutchman repair joint between new and existing members.
- D. Samples:
  - 1. Moldings and replacement wood members; provide minimum 12 inch length of each.
  - 2. Hardware, submit for each type required.

3. Weatherstripping, submit for each type required.

#### 1.6 QUALITY ASSURANCE

- A. The Contractor for the work of this Section shall possess specific knowledge and experience in the field of wood door repair and restoration, and shall have been engaged in the practice of architectural woodwork preservation on historic structures for a minimum of five (5) years.
- B. General: Comply with applicable requirements of the ANSI/NWMA "I.S.1 Series," and with AWI requirements for "Premium" grade materials and workmanship.

#### 1.7 JOB CONDITIONS

- A. Temporary Protection: Contractor shall provide adequate temporary protection and security for the interior of the building during door restoration work. Contractor shall protect all interior materials and surfaces from the weather. All door openings shall be equipped with adequate temporary protection from intrusion during the period that doors are being restored.
- B. Temperature and Relative Humidity Requirements: Maintain temperature and relative humidity in spaces where products will be installed for time period before, during and after installation as recommended by manufacturer.

- 1.8 FIELD MEASUREMENTS: Contractor is responsible for field measuring ALL dimensions. Verify dimensions on Drawings with dimensions at Project site. Notify Architect of conditions differing from those indicated on the Drawings.

### PART 2 PRODUCTS

#### 2.1 GENERAL

- A. Wood members to be replaced are described in the Door Schedule.
- B. Where new wood is required, it shall be grade as specified below (as defined by AWI), kiln-dried to a moisture content of 6 to 12 percent at the time of fabrication, and shall be free from shakes, large or loose knots, and other imperfections that might impair its strength, durability, or appearance. Slight defects such as small, sound knots that do not materially affect its strength will be permitted, but only for application where wood is not exposed to view.

#### 2.2 WOOD

- A. General: Salvaged wood to match existing in species and cut; American Mahogany, Northern White Pine or White Oak, clear heartwood, quarter sawn vertical grain.
- B. Where new wood is required, it shall be of grades specified below (as defined by AWI), kiln-dried to a moisture content of 6% to 12% at the time of fabrication, and shall be clear, free from shakes, knots, and all other imperfections that might impair its strength, durability, or appearance.
- C. Fabrication Grade: Custom, suitable for stained finish, except as otherwise noted.
- D. Plywood for temporary protection: A-C plywood with exterior glue.

#### 2.3 FASTENERS

- A. Fasteners shall comply with the National Woodwork Manufacturer's Association, Inc. requirements for fabrication, with manufacturer's recommendations and with standard industry practice.
  1. Only hot-dip galvanized or nonferrous nails and screws shall be used for fabrication and installation of wood window components.

2. Brass screws shall be used for hardware and accessory installation.

#### 2.4. HARDWARE

- A. Reuse existing historical hardware.
- B. The Door Schedule describes hardware to be provided and installed by Contractor.
  1. Re-use model of existing hardware identified by Architect as earliest type.
- C. Hinges: to match existing.
- D. Rose: to match existing.

#### 2.5. WEATHERSTRIPPING

- A. Weatherstripping for doors at frame: silicone flipper seal, rabbeted installation, face seal, WS12, WS14, WS15 or WS16, by submittal.
- B. Weatherstripping for doors at threshold: adjustable door bottom system, double sweep seal, WS25 with WS56 plus WS93 glides.
- C. Resource Conservation Technology, Inc., Baltimore, Maryland, or approved equal.

#### 2.6 WOOD FILLER & DUTCHMAN REPAIRS

- A. Two-part compound for filling voids and cracks, and for minor wood restorations of 27 cubic inches or less: WoodEpoxy, as manufactured by Abatron, Inc., Gilberts IL; West System as manufactured by Gouglon Brothers Inc, Bay City MI; or equal approved by submittal.
- B. Primer for wood filler must be compatible, of the same system, and produced by the same manufacturer.

#### 2.7 WOOD CONSOLIDANTS

- A. Raw linseed oil shall be used to bind unsound wood and all open-end grain. Mix by volume:
  1. Raw Linseed oil 85%
  2. Turpentine 15%
  3. Varnish, amounts vary for project needs and Architect's approval.

#### 2.8 FINISHES

- A. Comply with requirements of Section 099000 – Painting and Coating.

### PART 3 EXECUTION

#### 3.1 INSPECTION

- A. Examine areas and conditions under which the work of this Section is to be completed. Notify Architect immediately of conditions detrimental to proper and timely completion of the work of this Section.

#### 3.2 GENERAL

- A. All wood elements in good condition shall be cleaned of dirt, scraped of loose or deteriorated paint, filled, sanded, and primed. Clean and remove all paint from hardware.
- B. Missing sections shall be replaced with new wood dutchman, precisely scarphed into place and held with epoxy. Finish surfaces of dutchman repairs shall exactly match existing adjacent surfaces.
- C. Deteriorated elements shall be restored by means of epoxy consolidation applied to unpainted wood, followed by epoxy filler, both installed in strict accordance with the manufacturer's printed instructions.

#### 3.3 SECURITY AND PROTECTION

- A. Install temporary plywood panels over openings where sash has been removed to provide security and protection from the elements.

### 3.4 FABRICATION OF NEW REPLACEMENT ELEMENTS

- A. All elements scheduled to be new shall be fabricated and installed by skilled workmen in accordance with best trade practices.
  - 1. Joints shall be properly fitted. Adjoining surfaces in the same plane shall be flush.
  - 2. Use mitered or coped joints for molded members.
  - 3. All nailing shall be in accordance with commercial standards CS190-59 and CS204-09.
  - 4. Glued surfaces shall be in close contact throughout.
- B. Fasteners, unless originally exposed, shall be concealed. Where surface fastening is required and approved by Architect, it shall be by means of countersunk screws or bolts with screw head concealed with wood plugs. Finishing nails, where required, shall be well set and filled.

### 3.5 HARDWARE

- A. Carefully remove all hardware and restore to fully operable condition.
- B. Painted hardware shall be carefully stripped of paint, using non-abrasive means; use of approved chemical paint strippers is allowable.
- C. Polish non-ferrous hardware. Avoid harsh wheel buffing that could wear away intricate decoration. Protect polished non-ferrous hardware with two coats of clear, high gloss lacquer, applied by spraying.
- D. Reinstall hardware using original fasteners. Where new fasteners are required, match original.

### 3.6 DELIVERY AND INSTALLATION

- A. Deliver new fabricated elements to site without damage. Replace any elements that are incorrectly sized for proper reinstallation.
- B. Install all repaired doors and related elements plumb, level, and true, to fit existing work without warp or rack.

### 3.7 ADJUSTING AND CLEANING

- A. Adjust doors and hardware to provide smooth, balanced and weathertight operation.
- B. Upon completion of the work, clean and touch-up, as required, all painted surfaces, using approved method. Present the restored door in fully operational condition.

**END OF SECTION 081400**

**SECTION 085200 - WOOD WINDOWS****PART 1 GENERAL**

## 1.1 RELATED DOCUMENTS

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

## 1.2 RELATED SECTIONS

- A. Section 064000 - Architectural Woodwork.
- B. Section 079000 - Sealants.
- C. Section 081400 – Wood Doors.
- D. Section 088000 - Glazing.
- E. Section 099000 – Painting and Coating.

## 1.3 REFERENCES

- A. "Architectural Woodwork Quality Standards" as published by the Architectural Woodwork Institute, latest edition.

## 1.4 DESCRIPTION OF WORK

- A. This Section describes the methods for restoring existing wood window frames, sashes and related historic components where remaining, and of fabricating and installing new wood windows frames, sashes and related components, consisting of operable double-hung and fixed sashes with true divided lights.
- B. The restoration of windows consists of providing all labor, materials, equipment and services necessary to complete all work related to the fabrication of missing sash, frames, and components, repair and painting and glazing of all windows.
- C. Preserve the inherent quality and detailing of the window units including the individual components.
- D. Enhance the self-preserving quality of each window unit in order to ensure continued smooth operation and to enable subsequent maintenance on a scheduled basis.
- E. Wood window fabrication includes providing all labor, materials, equipment, and services necessary to complete all work related to matching the detail and profile of the original historic windows, including the demolition of non-historic windows and the fabrication of new windows (sashes, jambs and components), glazing, priming, and painting.

## 1.5 SCOPE OF WORK

- A. Extent of restoration work is as indicated on the Drawings, as specified herein, and as required by authorities and conditions for satisfactory completion of the work.
- B. The work of this Section includes, but is not necessarily limited to:
  - 1. Hand prepare (sand, scrape) surfaces of existing wood windows, including sill, sash, frame, mullions, and stops.
  - 2. Remove non-historical window components.
  - 3. Reglaze windows (Section 088000 Glazing).
  - 4. Provide full perimeter weatherstripping for all operable windows.

5. Provide and install new window units and components, and replace missing or severely damaged elements, and consolidate wood components if necessary, as described in Window Schedule.
6. Clean, adjust, and lubricate all movable parts and provide missing hardware to ensure full operation of each window.

#### 1.6 SUBMITTALS

- A. See Section 013300 - Submittals, for submittal procedures.
- B. Product Data: Provide manufacturer's technical information, including Material Safety Data Sheets (MSDS), where applicable, for the following materials:
  1. Weatherstripping
  2. Resin Glue
  3. Epoxy Consolidants
  4. Hardware
- C. Shop Drawings: Submit for all new components to be fabricated, including full-size details of all dutchman repairs and of joints between new and existing members.
- D. Samples:
  1. 12" samples of profiles of all replacement wood members.
  2. All repair and consolidation material.
  3. Replacement hardware, submit for each type required.
- E. Miscellaneous:
  1. Submit written or graphic proposal verifying the specific locations where dutchman and epoxy consolidation will be employed.

#### 1.7 QUALITY ASSURANCE

- A. The Contractor for the work of this Section shall possess specific knowledge and experience in the field of wood window repair and restoration, and shall have been engaged in the practice of wood restoration on historic structured for a minimum of five (5) years.
- B. General: Comply with applicable requirements of the ANSI/NWMA "I.S.1 Series," and with AWI requirements for "Premium" grade materials and workmanship.

#### 1.8 ENVIRONMENTAL REQUIREMENTS

- A. Temporary Protection: Contractor shall provide adequate temporary protection from the weather for the interior of the building during window restoration work. Contractor shall protect all interior materials and surfaces from the weather. All window openings on the first level shall be equipped with adequate temporary protecting from intrusion during the period that window sashes in those locations are being restored

#### 1.9 FIELD MEASUREMENTS:

- A. Contractor is responsible for field measuring ALL dimensions. Verify dimensions on Drawings with dimensions at Project site. Notify Architect of conditions differing from those indicated on the Drawings.

### **PART 2 PRODUCTS**

#### 2.1 GENERAL

- A. Wood members to be replaced are described in the Window Schedule.

- B. Where new wood is required, it shall be grade as specified below (as defined by AWI), kiln-dried to a moisture content of 6 to 12 percent at the time of fabrication, and shall be free from shakes, large or loose knots, and other imperfections that might impair its strength, durability, or appearance. Slight defects such as small, sound knots that do not materially affect its strength will be permitted, but only for application where wood is not exposed to view.

## 2.2 MATERIALS

- A. Replacement Wood: Salvaged wood to match existing in species and cut; American Mahogany, Northern White Pine or White Oak, clear heartwood, quarter sawn vertical grain.
1. Species: Match existing wood species, grain and color.
  2. Grade: Custom.
  3. Plywood for temporary protection: A-C plywood with exterior glue.
- B. Fasteners
1. Fasteners shall comply with the National Woodwork Manufacturer's Association, Inc. requirements for fabrication, with manufacturer's recommendations and with standard industry practice.
    - a. Only hot-dip galvanized or nonferrous nails and screws shall be used for fabrication and installation of wood window components.
    - b. Brass screws shall be used for hardware and accessory installation.
- C. Sash Weights
1. Original sash weights shall be reused wherever possible.
    - a. Replacement sash weights, salvaged or new selected to match the original:
      - 1) Architectural Iron Company, Milford, Pennsylvania.
      - 2) Barry Supply Company, New York, NY
      - 3) Hern Iron Works, Coeur d'Alene, ID
  2. Sash chain: Solid bronze sash chain to match size of original pulley.
    - a. SRS Hardware, Providence RI
    - b. Wm A. Kilian Hardware Company, Philadelphia PA
    - c. Phelps Company, Hinsdale, NH
- D. Hardware
1. Reuse existing historical hardware.
  2. The Window Schedule describes sash latches to be provided and installed by Contractor.
    - a. Re-use model of existing sash latch identified by Architect as earliest type.
    - b. Replacement hardware to be salvaged hardware to match original.
- E. Weatherstripping
1. Weatherstripping for double hung windows shall be WS10 or WS11 for sashes at head and sill, WS32, WS34, or WS36 at meeting rails, and WS86 at jambs.
  2. Resource Conservation Technology, Inc., Baltimore, Maryland, or approved equal.
- F. Lubricants
1. For jamb rails: Paraffin Wax or Microcrystalline Wax
  2. For hardware and pulleys: white graphite.
- G. Wood Filler & Dutchman Repairs
1. General: Epoxy resins for consolidation of decayed wood shall be used without thickeners of fillers (unless otherwise in the manufacturer's written instructions), to allow for thorough saturation into wood.
  2. Two-part compound for filling voids and cracks, and for minor wood restorations of 27 cubic inches or less: Liquid wood and WoodEpoxy, as manufactured by Abatron, Inc.,

Gilberts IL; West Systems as manufactured by Gouglion Brothers Inc., Bay City MI; or equal approved by submittal.

- a. Epoxy consolidant and filler must be compatible, of the same system, and produced by the same manufacturer.

#### H. Wood Consolidant

1. Raw linseed oil shall be used to bind unsound wood and all open-end grain. Mix by volume:
  - a. Raw Linseed oil 85%
  - b. Turpentine 15%
  - c. Varnish, amounts vary for project needs and Architect's approval

#### H. Glue for Dutchman Repairs

1. Epoxy Resin Glue: Use a less viscous version of the epoxy resin that is being used for the consolidation of deteriorated wood.

### 2.3 FINISHES

- A. Comply with requirements of Section 099000 – Painting and Coating.

## PART 3 EXECUTION

### 3.1 INSPECTION

- A. Examine areas and conditions under which the work of this Section is to be completed. Notify Architect immediately of conditions detrimental to proper and timely completion of the work of this Section.

### 3.2 DISASSEMBLY, HAND PREPARATION, AND REINSTALLATION

- A. Carefully remove existing wood stops, moldings, and sash. Remove all sash weights, locks, pulleys, and other hardware.
- B. Remove existing glass and glazing compound or glazing bars from sashes.
- C. Clean wood elements in good condition of dirt, scrape loose or deteriorated paint, fill, sand, and prime. Clean and remove all paint from hardware. Restore pulleys to function.
- D. Deteriorated elements scheduled for restoration shall be restored by means of epoxy consolidation applied to unpainted wood, followed by epoxy filler, both installed in strict accordance with the manufacturer's printed instructions.
- E. All open end grain to be dipped in consolidant.
- F. Joints will not be glued or repaired in any way that results in the joints being permanently fixed.
- G. Reglaze sash with linseed oil glazing compound. Glass will be set into the glass rabbit on a bed of glazing compound, held in place with appropriate glazing points. Glazing points will be set so that the bead of glazing will completely cover them. The exterior will be glazed in one continuous bead around the window.
- H. Install weatherstripping. Reinstall all removed wood elements except those scheduled for replacement. The sashes should fit so that they hand squarely in the opening. Meeting rails should line up and close tight when sash lock is engaged.
- I. Lubricate pulleys and runners. Install all refurbished or new hardware.

### 3.3 SECURITY AND PROTECTION

- A. Install temporary plywood panels over openings where sash has been removed to provide security and protection from the elements.

#### 3.4 FABRICATION OF NEW REPLACEMENT ELEMENTS

- A. All elements scheduled to be new shall be fabricated and installed by skilled workmen in accordance with best trade practices.
  - 1. Joints shall be properly fitted. Adjoining surfaces in the same plane shall be flush.
  - 2. Use mitered or coped joints for molded members.
  - 3. All nailing shall be in accordance with commercial standards CS190-59 and CS204-09.
  - 4. Dutchman shall be in close contact throughout.
- B. Fasteners, unless originally exposed, shall be concealed. Where surface fastening is required and approved by Architect, it shall be by means of countersunk screws or bolts with screw head concealed with wood plugs. Finishing nails, where required, shall be well set and filled.

#### 3.5 HARDWARE

- A. Carefully remove all hardware and restore to fully operable condition.
- B. Painted hardware shall be carefully stripped of paint, using non-abrasive means; use of approved chemical paint strippers is allowable.
- C. Polish non-ferrous hardware. Avoid harsh wheel buffing that could wear away intricate decoration. Protect polished non-ferrous hardware with two coats of clear, high gloss lacquer, applied by spraying.
- D. Reinstall hardware using original fasteners. Where new fasteners are required, match original.
- E. Sash weights shall be reinstalled with new sash chains. Check and adjust weights.
- F. Lubricate hardware, pulleys, and sash runners.

#### 3.6 GLASS AND GLAZING

- A. Refer to Section 088000 - Glazing.
- B. Install glazing in shop.

#### 3.07 PAINT AND STAIN

- A. General: Comply with requirements of Section 099000 – Painting and Coating.
  - 1. Back prime all window elements, except sides of window sash that glide on sash runners, and sash runners.
  - 2. Paint and stain all windows, as scheduled. Do not allow paint build-up in sash runners that might impede smooth operation of reinstalled sash.

#### 3.8 DELIVERY AND INSTALLATION

- A. Deliver new fabricated elements to site without damage. Replace any elements that are incorrectly sized for proper reinstallation.
- B. Install all repaired windows and related elements plumb, level, and true, to fit existing work without warp or rack.

#### 3.9 ADJUSTMENTS AND CLEANING

- A. Adjust all operating sashes and hardware to provide smooth, weathertight operation.
- B. Remove and replace glass that is broken, chipped, cracked, abraded, or damaged during construction period, including natural causes, accidents, and vandalism.

- C. Wash glass on both faces not more than four (4) days prior to scheduled Inspection for Substantial Completion. Comply with glass manufacturer's recommendations for final cleaning.

**3.10 CLEAN-UP**

- A. Upon completion of the work, clean all glass and painted surfaces, and touch-up any marred surfaces, using approved method. Present the windows in fully operational condition.

**END OF SECTION 085200**

**SECTION 088000 - GLAZING****PART 1 GENERAL**

## 1.1 SECTION INCLUDES

- A. Clear glass glazing for wood windows.

## 1.2 RELATED SECTIONS

- A. Section 085200 - Wood Windows

## 1.3 SUBMITTALS

- A. See Section 013300 - Submittals, for submittal procedures.
- B. Product Data:
  - 1. Glass for windows.
  - 2. Glazing compound.
- D. Samples: Submit two samples 6 x 6 inch in size of glass units.
- E. Mock up:
  - 1. Provide one (1) completed window unit of each type as a mock-up, that upon approval shall serve as the established standard for the balance of the work. Maintain the mock-ups in an undisturbed condition through Substantial Completion (may be employed in the work).
- F. Certify that glass and glazing products meet or exceed specified requirements.

## 1.4 QUALITY STANDARDS

- A. Reference standard: FGMA Glazing Manual as published by the Flat Glass Manufacturers Association, latest edition.
- B. Single-Source Responsibility for Glass and glazing accessories: Obtain glass and glazing accessories from one source.

## 1.5 DELIVERY, STORAGE AND HANDLING

- A. Protect glazing materials in compliance with manufacturer's directions and as needed to prevent damage to glass and glazing materials from condensation, temperature changes, direct exposure to sun, or other causes.

## 1.6 JOB CONDITIONS

- A. Contractor shall provide weather protection for the building during the installation of glazing.
- B. Environmental Conditions: Do not proceed with glazing when ambient and substrate temperature conditions are outside the limits permitted by glazing material manufacturer or when glazing substrates are wet from rain, frost, condensation, or other causes.

**PART 2 PRODUCTS**

## 2.1 GLASS

- A. Clear Glass: Float glass complying with Federal Specifications DD-G-451. Glass shall be Type I, quality Q3, matching existing in thickness and visual characteristics, "Light Restoration Glass," as manufactured by Bendheim Co., Inc., New York, NY, or approved equal.

## 2.2 GLAZING COMPOUND

- A. Stiff, linseed oil glazing compound. By submittal.

### 2.3 GLASS ACCESSORIES

- A. Glazing points shall be galvanized steel.

## PART 3 EXECUTION

### 3.1 GENERAL

- A. Contractor shall take all necessary field measurements prior to the fabrication and installation of the work and shall assume complete responsibility for accuracy of same.
- B. Watertight and airtight installation of each piece of glass is required. Each installation must withstand normal temperature changes, wind loading, impact loading (for operation outdoors) without failure of any kind, including loss or breakage of glass, failure of sealants to remain watertight and airtight, deterioration of glazing materials and other defects in the work.
- C. Protect glass from edge damage at all times during handling and installation.
- D. Comply with combined recommendations of glass manufacturer and manufacturer of other materials used in glazing, except where more stringent requirements are shown or specified.
- E. Comply with "Glazing Manual" by Flat Glass Marketing Association, except where indicated otherwise.
- F. Inspect each piece of glass immediately before installation, and eliminate any which have observable edge damage and/or face imperfections.

### 3.2 GLASS INSTALLATION

- A. Schedule installation of glass to follow application of primer and intermediate paint coats.
- B. Back-bed all glass using approved glazing compound.
- C. Install face glazing and tool to match existing profile and to provide a substantial wash away from the glass.
- D. Clean and trim excess glazing materials from the glass and stops or frames promptly after installation, and eliminate stains and discoloration.

### 3.3 CURE, CLEANING AND PROTECTION

- A. Cure glazing compound in compliance with manufacturer's instructions to obtain high early bond strength, internal cohesive strength and surface durability.
- B. Clean all glazing, frame and adjacent building surfaces at commencement of final installation, using only techniques and materials approved by submittal. Touch-up all surfaces following installation.
- C. Maintain glass in a clean condition during construction so that it will not be damaged by corrosive action and will not contribute (by wash-off) to deterioration of glazing materials and other work.
- D. Wash and polish glass on both faces not more than four (4) days prior to the Inspection for Substantial Completion of work in each area. Comply with glass manufacturer's recommendations.

**END OF SECTION 088000**

**SECTION 096490 - WOOD FLOORING RESTORATION****PART 1 GENERAL**

## 1.1 RELATED SECTIONS

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

## 1.2 SCOPE OF WORK

- A. The work of this Section is as indicated on the Drawings, as specified herein, and as required by authorities, standards, and conditions for satisfactory completion of the work.
- B. The work of this Section includes, but it not limited to, the following:
  - 1. Replace missing or damaged wood flooring to match adjacent.
  - 2. Strip, prepare, and refinish new and existing wood flooring.

## 1.3 RELATED WORK DESCRIBED ELSEWHERE

- A. Section 064000 - Architectural Woodwork.
- B. Section 099000 – Painting and Coating.

## 1.4 SUBMITTALS

- A. In accordance with Section 013300 - Submittals, submit the following:
  - 1. Product Data: Manufacturer's technical information, including MSDS, where applicable, for each type of product and process specified in this Section and incorporated into items of architectural woodwork during fabrication, finishing, and installation.
- B. Samples:
  - 1. Replacement floor board to match existing sound finish floor board, one of each type
  - 2. Screens and/or sandpapers.
  - 3. Stain, wood seal, finish and wax in original sealed containers.
  - 4. Mock up of stain and finish samples for final selection, on areas of existing flooring

## 1.5 QUALITY ASSURANCE

- A. Installer Qualifications
  - 1. Contractor shall assign for the work of this Section only skilled workers who are thoroughly trained in restoring interior architectural woodwork and can demonstrate five (5) years successful experience in installing architectural woodwork items similar in type and quality to those required for this project.
- B. Referenced Standard
  - 1. Applicable requirements of "Architectural Woodwork Quality Standards", latest edition, published by the Architectural Woodwork Institute (AWI), except as otherwise indicated.

## 1.6 DELIVERY, STORAGE, AND PROTECTION

- A. Deliver stain and coating to project site in original, sealed containers.

## 1.7 PROJECT CONDITIONS

- A. Environmental Conditions
  - 1. Obtain and comply with stain and coating manufacturer's instructions for preparation of flooring to receive finish.

**PART 2 PRODUCTS**

## 2.1 WOOD

- A. Where new wood is required, it shall be of grade specified below (as defined by AWI), kiln-dried to a moisture content of 6% to 12% at the time of fabrication, and shall be clear, free from shakes, knots, and all other imperfections that might impair its strength, durability, or appearance.
- B. Grade: Custom.

## 2.2 SCREENS AND SANDPAPERS

- A. By submittal. Provide series of sandpapers as required for successive passes from medium to fine grits.

## 2.3 FINISHES

- A. General: Refer to Section 099000-Painting & Coating, for stain and application requirements.
- B. Oiled based spar varnish clear satin finish as manufactured by Cabot, Newburyport, MA product #18042, Varathane, Vernon Hills, IL, product #266322 Epifanes, Thomaston, ME, Rubbed Effect Varnish

**PART 3 EXECUTION**

## 3.1 REMOVAL OF EXISTING FINISHES AND PREPARATION OF SUBSTRATE

- A. Hand sand existing flooring to retain appearance of wear and use. Remove existing finish and prepare flooring to receive new finish.
- B. Sand new flooring and repaired areas, as required to bring down flush with existing floor.
- C. Screen to remove loose finish.
- D. Clean and dry surface thoroughly removing all dirt and dust.

## 3.2 APPLICATION OF STAIN AND FINISH

- A. Provide Architect with samples of test stain and finish for approval before proceeding with work.
- B. In accordance with Section 099000 – Painting and Coating, apply two coats of approved oil-based penetrating stain according to Manufacturer's instructions.
  - 1. Allow sufficient drying time between stain coats and between staining and application of finish coats.
- C. Apply 3-4 coats of spar finish in accordance with Manufacturer's instructions.

## 3.3 PROTECTION &amp; CLEANING

- A. Provide final protection and maintain conditions that ensure refinished flooring is not damaged through Substantial Completion. Clean prior to Inspection for Substantial Completion.

**END OF SECTION 096490**

**SECTION 099000 - PAINTING AND COATING****PART 1 GENERAL****1.1 RELATED DOCUMENTS**

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

**1.2 RELATED SECTIONS**

- A. Section 055000 – Metal Fabrications.
- B. Section 064000 – Architectural Woodwork.
- C. Section 073100 – Shingles and Shakes.
- D. Section 076000 – Flashing and Sheet Metal.
- E. Section 081400 – Wood Doors.
- F. Section 085200 – Wood Windows.
- G. Section 096490 – Wood Flooring Restoration.

**1.3 DESCRIPTION OF WORK**

- A. "Paint" as used herein means all coating system materials including primers, enamels, emulsions, varnishes, sealers and fillers, and other applied materials whether used as prime, intermediate, or finish coats.

**1.4 SCOPE OF WORK**

- A. Extent of painting work is as specified herein and as required by authorities and conditions for proper completion of the work.
- B. The work of this Section includes, but is not necessarily limited to:
  - 1. Preparation and painting of interior metal items with high performance coating, including: custom cast iron support brackets for wood benches, ticket window grate, cast iron chimney clean-out, convector covers.
  - 2. Preparation and painting of new and existing exterior woodwork, including: exterior faces of wood windows and doors, wood gutter elements, new wood shingles at end gables.
  - 3. Clean charred surfaces and blistered finishes from all interior woodwork.
  - 4. Preparation, stain and varnish of new and existing interior woodwork, including: beaded board walls and ceilings, doors, windows, frames, sashes, casings, benches.
  - 5. Paint new cast iron downspout boots with high performance coating.
  - 6. Incidental painting and finishing at areas disturbed in the course of the work, as necessary to restore to original condition and to match adjacent surfaces.

**1.5 SUBMITTALS**

- A. In accordance with Section 013300, submit the following:
  - 1. Product Data: Provide manufacturer's technical information, including Material Safety Data Sheets (MSDS), paint label analysis and application instructions for each material proposed for use.
  - 2. Samples: Submit three (3) samples, 6 x 6 inch (152 x 152 mm) in size, illustrating color and gloss.

**1.6 DELIVERY, STORAGE, AND PROTECTION**

- A. Deliver materials to project site in original, new and unopened containers bearing the manufacturer's name and label, including the following information.
  - 1. Name or title of material.
  - 2. Fed. Spec. number, if applicable.
  - 3. Manufacturer's stock number and date of manufacture.
  - 4. Manufacturer's name.
  - 5. Contents, by volume, of major pigment and vehicle constituents.
  - 6. Thinning instructions.
  - 7. Application instructions.
  - 8. Color name and number.
- B. Store paint and paint materials only in space assigned for that purpose, and appropriate for the safe storage of combustible or flammable materials. Comply with all applicable regulations of governmental authorities having jurisdiction.
- C. Store used paint materials, including brushes, rollers, rags, cloths, tarps, cans and other waste in receptacles with tight covers, designed specifically for that use.
- D. Remove used paint materials from the site daily, and dispose of in accordance with all applicable Environmental Safety regulations.

#### 1.7 PROJECT CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and the ambient air temperatures are between 50° Fahrenheit (10°C) and 90° Fahrenheit (32°C), unless otherwise specifically permitted by paint manufacturer's printed instructions.
- B. Do not apply paint when relative humidity exceeds 85% or to damp or wet surfaces.
- C. Provide "Wet Paint" signs as required to protect newly-painted surfaces, and site occupants and visitors.

### PART 2 PRODUCTS

#### 2.1 GENERAL

- A. Paint content and formulation shall conform to VOC regulations, and all current codes, requirements and standards of the DEP, DEC, EPA, OSHA, ANSI and all other local, state, and federal authorities having jurisdiction.
- B. Paint System: Whenever possible, provide a total coating system as specified, using the products of one manufacturer from prime through finish coats, which are compatible with one another and with the substrate.
- C. Thinners: Use only thinners approved by paint manufacturer, and use only within recommended limits.

#### 2.2 COLORS AND FINISHES

- A. Colors and Finishes, where not otherwise specified, shall be selected by the Architect.
  - 1. Colors selected may not be limited to those found on the manufacturer's standard color charts.
  - 2. Pigments shall be pure, non-fading, and appropriate for substances and services indicated.

#### 2.3 MANUFACTURERS & PAINT SYSTEMS

- A. Manufacturers: Subject to compliance with requirements, provide products as manufactured by:
  - 1. Paint:

- a. Regal Select Exterior High Build, Low Lustre; Regal Select Interior, Matte, Benjamin Moore & Co., Montvale NJ
  - b. Fine Paints of Europe, Woodstock VT
  - c. Accolade Exterior, Eggshell, Accolade Interior Premium, Satin, Pratt & Lambert, Buffalo NY
2. Stain:
    - a. The Thompson-Minwax Co., Upper Saddle River NJ.
    - b. Fine Paints of Europe, Woodstock VT
    - c. Cabot, Newburyport MA
  3. Varnish: Oil based spar varnish clear satin finish
    - a. Cabot, Newburyport MA
    - b. Varathan, Vernon Hills IL
    - c. Epifanes, Thomaston ME
  4. High performance coating for galvanized and cast iron elements:
    - a. Tnemec Series 66 HI Build Epoxoline., Kansas City MO
    - b. Ultra Spec HP DTM, Semi Gloss, Benjamin Moore & Co, Montvale NJ
    - c. Pro Industrial DTM, Sherwin Williams, Cleveland OH
- B. Subject to compliance with requirements, provide the following paint systems or equal by listed manufacturer:
1. Exterior painted wood surfaces:
    - a. Primer: 1 coat (2 coats for bare wood)
    - b. Intermediate: 1 coat
    - c. Finish: 1 coat
  2. Interior stained and varnished woodwork:
    - a. Stain, color to match existing woodwork.
    - b. Varnish undercoat: Varnish, High Gloss
    - c. Varnish intermediate coat: Varnish, High Gloss
    - d. Varnish finish coat: Varnish, Silk
  3. Exterior and interior painted metal:
    - a. Primer: 1 coat
    - b. Intermediate: 1 coat
    - c. Finish: 1 coat
  4. Exterior and interior painted metal:
    - a. Primer: 1 coat
    - b. Intermediate: 1 coat
    - c. Finish: 1 coat

## 2.4 TOOLS, BRUSHES AND ACCESSORIES

- A. Provide quality tools, brushes, rollers, and other accessory products that are comparable to the quality of the surfaces treated and material being applied, and in accordance with the manufacturer's written recommendations. Inferior grade or inappropriate tools, brushes, rollers and accessory products will not be allowed for use in the completion of the work of this Contract.

## PART 3 EXECUTION

### 3.1 INSPECTION

- A. Contractor shall examine areas and conditions under which painting work is to be completed. Notify the Architect immediately of conditions detrimental to proper and timely completion of

work. Do not proceed with the work of this Section until unsatisfactory conditions have been corrected.

### 3.2 SURFACE PREPARATION

- A. General: Perform all preparation, cleaning and paint removal procedures in strict accordance with each respective manufacturer's instructions, and as herein specified.
- B. Clean surfaces to be painted before applying paint or surface treatments. Remove oil and grease prior to mechanical cleaning. Schedule cleaning and paint operations in such a way to ensure that one process is not contaminated by the other due to conflicts of proximity, sequencing, or the like.
- C. Remove all dirt, rust, scale, grease, moisture, scuffed surfaces, and other conditions detrimental to the formulation of a durable paint film.
- D. Preparation of pre-painted Wooden Elements Scheduled to be Repainted:
  - 1. Hand scrape surfaces to remove loose paint, using approved scrapers. Note: It is not necessary, or desirable, to remove existing paint that is still well-adhered to the substrate.
  - 2. Feather, by sanding, all edges and uneven surfaces resulting from scraping.
  - 3. Spot prime bare wood.

### 3.3 PAINT PREPARATION

- A. Mix and prepare painting materials in accordance with manufacturer's directions.
- B. Store materials not in actual use in tightly covered containers. Maintain containers used in storage, mixing, and application of paint in a clean condition, free of foreign materials and residue.
- C. Stir materials before application to produce a mixture of uniform density, and stir as required during application. Do not stir surface film into material. Remove film and, if necessary, strain material before using.

### 3.4 APPLICATION

- A. General: Apply paint in strict accordance with manufacturer's written instructions. Use applicators and techniques best suited for substrate and type of materials being applied.
  - 1. Immediately following the application of any one coat, Contractor shall notify the Architect that such coat is ready for inspection.
- B. Minimum Coating Thickness: Apply materials at not less than manufacturer's recommended spreading rate, to establish a total dry film thickness as indicated or, if not indicated, as recommended by the paint manufacturer.
- C. Scheduling Painting: Apply scheduled first coat to surfaces that have been cleaned, pretreated or otherwise prepared for painting as soon as practicable after preparation.
- D. Allow sufficient time between successive coats to permit proper drying. do not apply subsequent coat until undercoat of paint has dried to a point that it feels firm, and does not deform or feel sticky under moderate thumb pressure. Application of the subsequent coat shall not cause lifting or loss of adhesion of the undercoat.
- E. Apply additional coats when undercoats, stains, or other conditions show through final coat of paint, until paint film is of uniform finish, color and appearance except where decorative painting has been specified. Ensure that unusual and special surface surface conditions,

including edges, corners, creases, welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.

- F. Completed Work: Provide an opaque, smooth surface of uniform finish, color, appearance and coverage that matches approved samples. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness or other surface imperfections will not be acceptable.

### 3.5 CLEANING

- A. Daily, throughout the progress of work, remove from the site all discarded paint materials, rubbish, cans, rags, and related paint materials.
- B. Upon completion of painting work, clean and touch-up all paint-spattered or marred surfaces, using approved method. Do not damage finished surfaces during cleaning process.

### 3.6 PAINT COLOR SCHEDULE

- A. The Paint Color Schedule is included on the Drawings.
- B. General: Paint Color Schedule is based on Moor-O-Matic III Color System, by Benjamin Moore Co., Inc. unless otherwise indicated. Conversion to other approved manufacturer's color system is the responsibility of the Contractor. Converted colors shall be accurate matches to those specified or selected by Architect.

**END OF SECTION 099000**

**SECTION 224000 - PLUMBING FIXTURES****PART 1 GENERAL**

## 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, and Division 1 Specifications sections apply to the work of this Section.

## 1.2 SECTION INCLUDES

- A. Extent of plumbing work is as specified herein, and as required by authorities and conditions for satisfactory completion of the work.
- B. The work of this Section includes, but is not necessarily limited to:
  - 1. Removals and disposal of plumbing fixtures and associated equipment.
  - 2. Inspect and repair existing supply, waste and vent lines, and prepare for connection of new plumbing fixtures.

## 1.3 RELATED SECTIONS

- A. Section 061000 - Rough Carpentry.

## 1.4 REFERENCES

- A. ASME A112.6.1M - Supports for Off-the-Floor Plumbing Fixtures for Public Use; The American Society of Mechanical Engineers; 1997 (Reaffirmed 2002).
- B. ASME A112.18.1 - Plumbing Fixture Fittings; The American Society of Mechanical Engineers; 2003.

## 1.5 SUBMITTALS

- A. Section 013300 - Administrative Requirements: Procedures for submittals.
- B. Product Data: Provide catalog illustrations of fixtures, sizes, rough-in dimensions, utility sizes, trim, and finishes.
- C. Manufacturer's Instructions: Indicate installation methods and procedures.
- D. Warranty: Submit manufacturer warranty and ensure forms have been completed in Owner's name and registered with manufacturer.

## 1.6 REGULATORY REQUIREMENTS

- A. Products Requiring Electrical Connection: Listed and classified by Underwriters Laboratories Inc., as suitable for the purpose specified and indicated.
- B. Comply with applicable codes, ordinances and requirements of authorities having jurisdiction, including National Electrical and Plumbing Codes.

## 1.7 DELIVERY, STORAGE, AND PROTECTION

- A. Accept fixtures on site in factory packaging. Inspect for damage.
- B. Protect installed fixtures from damage by securing areas and by leaving factory packaging in place to protect fixtures and prevent use.

**PART 2 PRODUCTS**

*PLUMBING FIXTURE SCHEDULE IS INCLUDED ON THE DRAWINGS.*

**PART 3 EXECUTION**

**3.1 PREPARATION**

- A. Rough-in fixture piping connections in accordance with minimum sizes indicated in fixture rough-in schedule for particular fixtures.

**3.2 INSTALLATION**

- A. Install components level and plumb.
- B. Install and secure fixtures in place with wall supports and bolts.

**3.3 ADJUSTING**

- A. Adjust stops or valves for intended water flow rate to fixtures without splashing, noise, or overflow.

**3.4 CLEANING AND PROTECTION**

- A. Clean plumbing fixtures and equipment.

**END OF SECTION 224000**

**SECTION 26000 - ELECTRICAL****PART 1 – GENERAL**

## 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, and Division 1 Specifications sections apply to the work of this Section.

## 1.2 DESCRIPTION OF WORK

- A. "Electrical" as used herein means all forms of equipment, wiring, fixtures, switches, receptacles and their accessories for the purpose of supplying power and illumination.

## 1.3 SCOPE OF WORK

- A. Extent of electrical work is as specified herein, and as required by authorities and conditions for satisfactory completion of the work.
- B. The work of this Section includes, but is not necessarily limited to:
  - 1. Removal and disposal of wiring and equipment not specifically scheduled to remain.
  - 2. Inspect, verify serviceability, and make minor repairs to existing electrical service, panel and wiring.
  - 3. Provide convenience, GFI and dedicated outlets as indicated on the drawings.
  - 4. Provide new electric baseboard radiant heat and wall thermostats.
  - 5. Provide building exhaust fan.
  - 6. Provide new exterior and interior lighting fixtures, control switches, and programmable 7-day timer as indicated on the drawings.

## 1.4 RELATED SECTIONS

- A. Section 264100 – Lightning Protection.

## 1.5 SUBMITTALS

- A. General: In accordance with Section 01 3300, the following submittals are required:
  - 1. Product Data for each product specified in this section or on the drawings.
  - 2. Product Certificates that verify UL Listing for applicable products.

## 1.6 QUALITY ASSURANCE

- A. Comply with applicable codes, ordinances and requirements of authorities having jurisdiction and National Electrical Code.

## 1.7 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to job site in original, new and unopened containers bearing the manufacturer's name and label, including the following information:
  - 1. Name or title of material.
  - 2. Fed. Spec. number, if applicable.
  - 3. Manufacturer's stock number and date of manufacture.
  - 4. Manufacturer's name and installation instructions.

**PART 2 - PRODUCTS**

## 2.1 BASE BOARD RADIANT HEAT &amp; THERMOSTATS

## 2.2 BUILDING EXHAUST FAN

## 2.3 LIGHT FIXTURES

- A. Provide salvaged or replica lighting fixtures to match historic photographs, as indicated in the Drawings.

#### 2.4 SWITCHES AND WALL PLATES

- A. Push button lighting control switches, with dimmer, as available from Rejuvenation Lighting.
- B. Wall plates for switches and outlets: dark oiled bronze.

### **PART 3 - EXECUTION**

#### 3.1 INSPECTION

- A. Contractor shall examine areas and conditions under which work is to be completed. Notify the Architect immediately of conditions detrimental to proper and timely completion of work. Do not proceed with the work of this Section until unsatisfactory conditions have been corrected.
- B. Modify, relocate and extend existing service to accommodate new work.
- C. Coordinate location of fire protection and security alarm systems to avoid interference with location of designated lighting fixture locations.
- D. Do not cut structural elements without prior written approval

#### 3.2 INSTALLATION

- A. General: Comply with manufacturer's instructions and recommendations.
- B. Conceal all conduit.
- C. Install light switches and controls at uniform height above finished floor. General locations of switches and controls are indicated on the plans; review all locations with the Architect prior to installation.
- D. Gang-mount multiple switching locations.
- E. Test all systems for proper operation.
- F. Indicate circuits in electrical panels with neatly typed labels.
- G. Instruct Owner's personnel in proper operation of systems.

#### 3.3 CLEAN UP

- A. Throughout the progress of work, remove from the site all discarded materials, rubbish, and related materials used in installation.
- B. Upon completion of electrical work, clean and touch-up all marred surfaces, using approved method. Do not damage finished surfaces during cleaning process.

**END OF SECTION 260000**