

SECTION IV.
GENERAL REQUIREMENTS

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01010 -- SUMMARY OF THE WORK

.01 - Work Under The Contract

The Work shall be as described in the Contract Documents.

.02 - Work by Others

Should any other contractor be engaged by the Owner to perform work on the Site or in areas adjoining or adjacent to the Site, the Contractor and such other contractor shall coordinate the work of the Contractor and such other contractor.

.03 - Items Not Included

The following items shown on the drawings are not included in the Work:

- A. Items indicated "By Others".
- B. Items indicated "N.I.C." (Not in Contract)
- C. Existing construction not indicated or specified to be removed, replaced or altered.

.04 - Openings and Chases

- A. The Contractor shall build openings, including but not limited to channels, chases and flues as required to complete the Work as set forth in the Contract and as directed by the Owner before any work is installed.
- B. After the installation and completion of any work for which openings, including but not limited to, channels, chases and flues, have been provided for the Contractor, the Contractor shall build in, over, around and finish all such openings as required to complete the Work.
- C. If a contractor fails to furnish drawings and information required in connection with such openings before the General Construction Contractor performs any Work affected thereby, said contractor who so fails to furnish such drawings and information shall bear the cost of all cutting and refinishing including that part of the General Construction Contractor's Work affected.
- D. The Contractor shall Furnish and Install all sleeves, inserts, hangers and supports required for the execution of the Work.
- E. Specific instructions shall be obtained from the Owner or the Owner's Representative before cutting beams or other structural members, arches or lintels.
- F. The Contractor shall not endanger the Work and shall not cut or alter the Work unless prior approval and instructions are received from the Owner or the Owner's Representative.

.05 - Surveys and Layout

- A. If, for any reason, stakes, batter boards or monuments are disturbed, it shall be the responsibility of the Contractor to reestablish them.
- B. The Owner or the Owner's Representative may order construction work suspended at any time when location of monuments, stakes, bench marks and other layout markings established by the Contractor are not adequate to permit checking the Work.
- C. The Contractor shall Provide and shall maintain axis lines on each floor and shall establish and shall maintain grade marks 4' 0" above the finished floor on each floor level.
- D. The Contractor shall Furnish such stakes and other required equipment, tools and materials, and all labor as may be required in laying out any part of the Work.

.06 - Scheduling

- A. The Contractor shall deliver to the Owner schedules and forms in accordance with the Contract.
- B. The Owner or the Owner's Representative may require the Contractor to modify schedules which the Contractor has submitted either before or after such schedules are approved so that:
 - 1. The Work shall not be delayed.
 - 2. Changes in the Work are reflected in the schedules of the Contractor.

.07 - Contractor Use of Premises

While performing the Work, the Contractor shall take every precaution against injuries to persons and damage to property.

01080 -- PERMITS AND COMPLIANCE

.01 - Permits and Licenses

The Contractor shall obtain, maintain and pay for all permits and licenses necessary for the execution of the Work and for the use of such Work when completed.

Prior to final payment the Contractor shall deliver to the Owner's Representative all permits and certificates of approval issued by any agency having jurisdiction.

.02 - Compliance

The Contractor shall give all notices, pay all fees and comply with all laws, rules and regulations applicable to the Work.

.03 - Additional Compliance

The Contractor, Subcontractors, and the employees of the Contractor and Subcontractors, shall comply with all regulations governing conduct, access to the premises, operation of equipment and systems and conduct while in or near the premises and shall perform the Work in such a manner as not to unreasonably interrupt or interfere with the conduct of business of the Institution.

.04 - Royalties and Patents

It is the sole responsibility of the Contractor to determine what, if any, patents are applicable to the Project. The Contractor shall pay all royalties and/or license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and save the Owner, Architect, Engineer, Environmental Consultant and Construction Manager harmless from loss, including attorney's fees, on account thereof.

01200 -- PROJECT MEETINGS

.01 - Project meetings shall be held to accomplish the following:

- A. Coordinate the Work.
- B. Establish a sound working procedure and relationship between all contractors, the Owner and the Owner's Representative.
- C. Review requisitions, proposals and change orders.
- D. Review the progress of the Work, review quality of work in place and review approval required by the Work and review delivery of materials.
- E. Expedite the Work to completion within the scheduled time limit.
- F. Review progress payments.

.02 - Initial Job Meeting (Orientation Meeting)

The Owner or the Owner's Representative shall call an initial job meeting which the Contractor shall attend. This meeting shall be called prior to the start of construction.

.03 - Job Progress Meetings

- A. Job progress meetings shall be scheduled by the Owner or the Owner's Representative during the course of construction. The Contractor or the Contractor's duly authorized representative and such Subcontractors as required by the Contractor or the Owner or the Owner's Representative shall be present at all job progress meetings. The Contractors and Subcontractors shall answer questions on progress, workmanship, approvals required, delivery of material and other subjects concerning the Work. The purpose of such meetings is to coordinate the efforts of all

concerned so that the Work proceeds without delay to completion as required by the Contract.

- B. The Owner or the Owner's Representative may require any schedule to be modified so that changes in the Work, delays or acceleration of any segment of the Work shall be reflected in such schedule. The Contractor shall cooperate with the Owner or the Owner's Representative in providing data for such changes in or modifications of schedules.

01300 -- SUBMITTALS

.01 - Schedules & Records

- A. Within the time set forth in the Contract, the Contractor is required to complete and submit to the Owner or the Owner's Representative the following forms:
 - 1. Submit construction progress schedule to the Owner or the Owner's Representative no later than thirty (30) calendar days after receipt by the Contractor of notice to proceed.
 - 2. Submit names and addresses of all Subcontractors to the Owner or the Owner's Representative within thirty (30) calendar days of approval of the construction progress schedule.
 - 3. Submit to the Owner or the Owner's Representative the date on which the Contractor proposes to award each subcontract a minimum of ten (10) days prior to such proposed award.
 - 4. Submit Shop Drawings and material sample schedule to the Owner or the Owner's Representative no later than thirty (30) days after approval of the construction progress schedule. Such schedule shall include the date of all Shop Drawings, samples and materials shall be submitted and the date approval is required.
 - 5. Submit to the Owner or the Owner's Representative on a form approved by the Owner, a schedule of anticipated monthly requisition amounts. Such schedule shall be submitted from time to time as directed by the Owner, the first such submission being required to be made by the Contractor within ten (10) days of receipt by the Contractor of a written order to proceed issued by the Owner. The amounts employed in preparing such schedules in no way shall be binding upon the Owner.
- B. Sample forms shall be provided by the Owner or the Owner's Representative for the above mentioned schedules and records.

01311 – PROJECT ANALYSIS

.01 - Project Control and Progress Meetings

- A. The Contractor shall attend all scheduling meetings as directed by the Owner or the Owner's Representative.
- B. In addition to the Owner or the Owner's Representative and the Contractor's Superintendent and Scheduling Coordinator, such meetings shall also be attended by representatives of such subcontractors as the Contractor, the Owner or the Owner's Representative may deem advisable. The agenda for such meetings shall include the progress and current status of the Work, proposed solutions for problem areas and a review of schedules for future Work in order to meet the Contractor's objectives and his obligations under the Contract. Consideration shall be given to establishing actual start dates, actual completion dates, planned starts and finishes, quantities installed, man hours worked, as well as other data relevant to the performance of the Contract.
- C. At least one week before each meeting described in subsection .01A of this Division 01311, the Contractor shall furnish progress data in the form required by the Owner or the Owner's Representative as follows:
 - 1. The status of all activities as of date determined by the Owner or the Owner's Representative.
 - 2. A list of actual start and completion dates for all activities.
 - 3. Projected durations of completion of those activities in progress.
 - 4. Relevant data of submittals in progress including equipment releases and equipment in fabrication.
 - 5. All other information which in the discretion of the Owner or its Representative, may be required to complete the Project Schedule Update.

.02 – Payment

The Contractor's Payment Breakdown and Monthly Requisition as called for by Section 17.01 of the General Conditions of the Contract shall be the basis by which the Contractor is to be paid.

.03 - Time of Completion

It is the sole responsibility of the Contractor to complete the Work within the time of completion required by the Contract.

01340 -- SHOP DRAWINGS AND SAMPLES

.01 - Contractor Submittal

- A. The Contractor shall submit the Shop Drawings and samples required by the Architect and the Contractor shall adhere to all submittal and scheduling requirements for Shop Drawings and samples. After examination of such Shop Drawings and samples by the Architect and the return of such items by the Architect to the Contractor, the Contractor shall make corrections indicated and shall furnish to the Architect the required number of corrected copies of Shop Drawings or samples.
- B. Shop Drawings shall be accompanied by a letter of transmittal to the Owner or the Owner's Representative requesting approval and date approval is desired.
- C. Each Shop Drawings and letter of transmittal shall be identified with the following information:
 - 1. Project title
 - 2. Contract name
 - 3. Date of the drawing, including dates of any revisions
 - 4. Name of Contractor, name of Subcontractor, material supplier and manufacturer, as applicable
 - 5. Name of person or firm preparing Shop Drawings
 - 6. Contract drawing numbers and specifications, section division and paragraph numbers used as references in preparing Shop Drawings, and titles of items to which the Shop Drawing refers.
- D. Shop Drawings shall show the design, dimensions, connections and other details necessary to insure that the Shop Drawings accurately interpret the Contract Documents and shall also show adjoining Work in such Detail as required to provide proper connections with said adjoining Work. Where adjoining connected Work requires Shop Drawings, such Shop Drawings shall be submitted to the Owner or the Owner's Representative for approval at the same time so that connections can be checked.
- E. The Contractor shall verify all field measurements. Measurements available prior to submittal of Shop Drawings shall be shown and so noted on the Shop Drawings. Measurements not available prior to submission of Shop Drawings shall be noted on the Shop Drawings as not available and such measurements shall be obtained prior to fabrication.

- F. The Contractor shall submit manufacturer's drawings and specifications when necessary to fully explain apparatus or equipment required by the Work. These manufacturer's drawings and specifications shall be treated as Shop Drawings. Manufacturer's catalog numbers alone are not acceptable as sufficient information for compliance with this requirement.
- G. Samples shall be accompanied by a letter of transmittal to the Owner or the Owner's Representative requesting approval, and date approval is desired.
- H. Each sample shall be labeled with the following information:
 - 1. Project title
 - 2. Contract name
 - 3. Date of submission
 - 4. Name and quality of the material
 - 5. Name of Contractor, name of Subcontractor, material supplier and manufacturer, as applicable
 - 6. Contract drawing numbers and specification section, division and paragraph numbers used as reference in preparing samples.
- I. Samples shall be of sufficient size and number to show the quality, type, color, finish and texture of the material required to be furnished by the Contractor pursuant to the Contract.

.02 - Contractor Review

The Contractor shall review, verify and determine all field measurements, field construction criteria, materials, catalog numbers and similar data, shall coordinate each Shop Drawing and sample with the requirements of the Contract and shall determine whether or not such Shop Drawings are in conformity with the provisions of the Contract before submitting the Shop Drawings to the Architect for approval.

.03 - Contractor Responsibility

The Architect's approval of Shop Drawings and samples shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract. The Contractor shall be responsible for the accuracy of the Shop Drawings and samples and for the conformity of Shop Drawings and samples with the Contract unless the Contractor has notified the Architect of the deviation in writing at the time of submission and has received from the Architect written approval of the specified deviations. The Architect's approval shall not relieve the Contractor of responsibility for errors or omissions in the Shop Drawings or samples.

.04 - Commencement of Work

No portion of the Work shall be commenced until required Shop Drawings or samples are approved by the Architect.

01380 -- PROGRESS PHOTOGRAPHS

.01 - Contractor Submission

- A. The Contractor shall furnish to the Owner, progress photographs of the Work as follows: three (3) 8" x 10" glossy prints of each of the following views:
1. Two (2) different views of the area in which the building or buildings are to be located, taken before excavation starts.
 2. Two (2) different views for each building when footings are in place and forms completed.
 3. Four (4) different views for each building when foundations are completed.
 4. Four (4) different views for each building when exterior wall is fifty per cent (50%) completed.
 5. Four (4) different views for each building when the structure is ready for roofing.
 6. Four (4) different exterior views in color for each building at completion.
 7. Six (6) interior views in color for each building as directed upon completion.
- B. A title identifying the view shown by each photograph and date taken shall appear on the back of each print.

01500 -- TEMPORARY FACILITIES AND CONTROLS

.01 - Requirements

The Contractor shall Provide the temporary facilities and controls as hereinafter specified and as required by law.

.02 - Temporary Lighting and Electric Service

The Contractor shall Provide and maintain all temporary lighting and power required in connection with the Contractor's operations from the commencement of the Work until the completion of each structure or for such other time as

directed by the Owner or the Owner's Representative. When the use of such temporary lighting and power is no longer required, all temporary wiring and equipment shall be completely removed by the Contractor. The Contractor shall make the necessary application to the lighting company and pay for all charges, costs and expenses incidental to the installation and maintenance of temporary lighting and power as required in connection with the Contractor's operations, and the Contractor shall pay for all power used. The minimum temporary lighting to be provided is at the rate of one-quarter watt per square foot and is to be maintained in each room and changed as required when interior walls are being erected. The required temporary lighting must be maintained for twenty-four (24) hours a day and seven (7) days a week at all stair levels and in all corridors below ground; in all other spaces temporary lighting is to be maintained only during working hours. All temporary wiring and equipment shall be in conformity with the National Electric Code. Three-phase temporary power circuits shall be installed as required to operate construction equipment of the various trades and to install and test equipment such as pumps and elevators. The Contractor shall install and maintain temporary or permanent service for the permanently installed building equipment such as sump pumps, boilers, boiler controls, fans, pumps, so that such equipment may be operated when required and so ordered by the Owner or the Owner's Representative for drainage or for temporary heat.

.03 - Material Hoists

A. General

1. Material hoists shall be operated by diesel, gasoline or steam engines and shall be complete with all equipment necessary for operation. Such hoists shall run from grade to roof, shall be installed immediately following the structural framing, centering or form work, and centering or form work unless otherwise approved by the Owner or the Owner's Representative. Electrically operated hoists shall not be used except as otherwise allowed by the Contract.
2. Material hoists shall meet any and all requirements of law, rule or regulation.
3. Hoist cars shall be of required size and design for the hoisting of all normal size building materials.

B. The Contractor shall:

1. Furnish, install, maintain and operate at the Contractor's expense, all hoisting equipment required for the Work.
2. Furnish all labor required for the Work.

.04 - Temporary Use of Permanent Elevator as Equipment Material Hoist

- A. The Contractor shall:
 - 1. Use the temporary hoists until a building is completed, or until the Contractor may, with the Owner's permission, use the equipment of one (1) elevator in a building for temporary service after the permanent elevator equipment and the permanent electric service have been installed.
 - 2. If the Contractor elects to use such permanent elevator equipment, the Contractor shall:
 - a. Provide adequate protection for such equipment and shall operate such equipment within a capacity not to exceed that allowed by law, rule or regulation.
 - b. Provide for the maintenance of the elevator equipment as approved by the Owner or the Owner's Representative.
 - c. Leave such equipment in perfect condition.
- B. The permanent elevator equipment shall be ready for use when required by the Work and shall permit any use approved by the Owner or the Owner's Representative.

.05- Temporary Enclosures

The Contractor shall:

- A. Provide, install and maintain any temporary weather resistant enclosures for all openings in exterior walls and roof that are not enclosed.
- B. After building is enclosed, maintain proper temperatures required by the Contract.

.06 - Temporary Fence Enclosures

The Contractor shall Provide, Install and maintain any temporary fence enclosures required by the Contract.

.07 - Maintenance of Permanent Roadways

The Contractor shall immediately remove dirt and debris which may collect on permanent roadways due to the Work.

.08 – Traffic Control

- A. Routes to and from the location of the Work shall be as indicated in the Contract or as directed by the Owner or the Owner's Representative.
- B. Parking areas for the use of those engaged in the Work shall be as indicated in the Contract or as directed by the Owner or the Owner's Representative.

.09 - Fire Prevention Control

The Contractor Shall:

- A. Provide private unlisted telephone service reserved for fire calls at a location or locations approved by the Owner or the Owner's Representative. Such service shall be in addition to any other telephone service. The Contractor shall pay all costs thereof until completion and acceptance of the Work or as otherwise directed by the Owner or the Owner's Representative.
- B. Comply with the safety provisions of the National Fire Protection Association's "National Fire Codes" pertaining to the Work and, particularly, in connection with any cutting or welding performed as part of the Work.

.10 - Pollution Control

The Contractor shall:

- A. Comply with all laws, rules and regulations governing pollution control, including but not limited to those of the Department of Environmental Conservation of the State of New York.
- B. Take all necessary precautions including, but not limited to digging and maintaining settling basins and dams; diverting streams, and taking all other actions that may be necessary to prevent silt, and waste of any kind from being deposited, silting and reduction of quality of streams below the construction area and downstream properties as a result of the Work.
- C. Refrain from the disposal of volatile fluid wastes into storm or sanitary sewer systems, approved sewage disposal systems or any waterway.
- D. Refrain from burning trash or waste materials.

.11 - Temporary Field Office

- A. The Contractor may Provide a temporary office structure, for the Contractor's use during the course of the Work.
 - 1. The Contractor must receive prior written approval from the Owner or the Owner's Representative for such temporary office structure in relation to location, type of structure, and included facilities.
 - 2. All toilet and sink facilities in any such office structure shall be connected to an approved sewage disposal system.
 - 3. The Contractor shall remove the temporary office structure from the Site and shall repair the Site and finish the area as directed by the Owner or the Owner's Representative.

- B. The Contractor shall:
 - 1. Provide a temporary office structure completely separate from any other office structures at a location approved by the Owner or the Owner's Representative until the Work is completed and is accepted.
 - 2. Provide such office structure for the exclusive use of the Owner.
 - 3. Bear all costs in relation to the furnishing, construction and removal of such office structure.
 - 4. Repair and refinish the area as directed by the Owner or the Owner's Representative.
 - 5. Construct such office structure and furnish such office structure as required by the Contract.
 - 6. Maintain such office structure in a sanitary condition and in proper repair, properly heat the structure, furnish the fuel and furnish all utilities and pay all utility charges.
 - 7. Install a telephone for the sole use of the Owner or the Owner's Representative and pay all service and local toll charges incurred as a result of the use of such telephone service.

- C. **With** the prior written approval of the Owner or the Owner's Representative any other Contractor may erect a substantial office structure at the Site for the use of such Contractor in relation to the Work.
 - 1. All toilet and sink facilities in any such office structure shall be connected to an approved sewage disposal system.

2. Such Contractor shall remove the temporary office structure from the Site and shall repair the Site and finish the area as directed by the Owner or the Owner's Representative.
- D. When adequate space is available in a building, the Contractor may transfer such office to available space with the prior written permission of the Owner or the Owner's Representative.
- E. Trailers providing comparable facilities may be accepted at the discretion of the Owner or the Owner's Representative.

.12 - Rubbish Removal

- A. The Contractor shall:
 1. Keep the Work free from rubbish at all times.
 2. Clean all enclosed structures daily.
 3. Remove rubbish from the Site at least once a week.
- B. The Contractor shall conform with the following:
 1. Burning of rubbish shall not be permitted.
 2. All rubbish shall be lowered by way of chutes, taken down by hoists, or lowered in receptacles. Under no circumstances shall any rubbish be dropped or thrown from one (1) level to another inside or outside any building.

.13 - Discontinuance, Changes and Removal

The Contractor shall:

- A. Discontinue all temporary services required by the Contract when so directed by the Owner or the Owner's Representative. The discontinuance of any such temporary service prior to the completion of the Work shall not render the Owner liable for any additional cost entailed thereby.
- B. Remove and relocate such temporary facilities as directed by the Owner or the Owner's Representative without additional cost to the Owner, and shall restore the Site and the work to a condition satisfactory to the Owner.

.14 - Project Identification

- A. No signs or advertisements shall be displayed on the site except as required by the Contract.

- B. The Contractor shall Furnish, erect and maintain the Site, the exact location thereof to be designated by the Owner or the Owner's Representative, a construction sign, in the form provided by the Contract.

.15 - Moisture and Condensation Control

The Contractor shall provide for ventilation of all structures until Physical Completion and acceptance of the Work and shall control such ventilation to avoid excessive rates of drying of construction materials, including but not limited to concrete and to plaster, and to prevent condensation on sensitive surfaces.

.16 - Protective Services

The Contractor shall provide security services required by the Contract.

01600 -- MATERIAL AND EQUIPMENT

.01 - Storage and Protection

- A. Materials stored on the Site shall be neatly piled and protected, and shall be stored in an orderly fashion in locations that shall not interfere with the progress of the Work or with the daily functioning of the Institution.
- B. Should it become necessary during the course of the Work to move materials or equipment stored on the Site, the Contractor, at the direction of the Owner or the Owner's Representative, shall move such material or equipment.

01700 -- PROJECT CLOSE OUT

.01 - Final Cleanup

- A. The Contractor shall leave the Work ready for use and occupancy without the need of further cleaning of any kind.
- B. The Contractor shall remove all tools, appliances, projects signs, material and equipment from the premises as soon as possible upon completion of the Work.
- C. The Work is to be turned over to the Owner in new condition, in proper repair and in perfect adjustment.

.02 - Required Close Out Documentation

- A. Prior to final payment the Owner shall receive the following documents as required by the Contract:

1. The Contractor's general guarantee.
 2. Specific guarantees, material, equipment and other items of work.
 3. All certificates obtained in connection with the Work.
 4. All final photographs of the Work.
- B. The Owner shall also receive from the Contractor prior to final payment:
1. A complete listing of all Subcontractors, business addresses and items supplied by each such Subcontractor.
 2. A listing of manufacturer's of major materials, equipment and systems installed in the Work.
 3. A copy of all test data taken in connection with the Work.
 4. Three (3) copies of all operation and maintenance manuals.
 5. All keys, tools, screens, spare construction material, finishing material and equipment required to be furnish to the Owner as part of the Work.

.03 - Orientation Instruction

Prior to final payment appropriate maintenance personnel of the Owner shall be oriented and instructed by the Contractor in the operation of all systems and equipment as required by the Contract.

.04 - Project Close Out Inspections

- A. When the Work has reached such a point of completion that the building or buildings, equipment or apparatus or any part thereof required by the Owner for occupancy or use can be so occupied and used for the purpose intended, the Owner or the Owner's Representative shall make a detailed inspection of the Work to insure that all requirements of the Contract have been met and that the Work is complete and is acceptable.
- B. A copy of the report of the inspection shall be furnished to the Contractor as the inspection progresses so that the Contractor may proceed without delay with any part of the Work found to be incomplete or defective.
- C. When the items appearing on the report of inspection have been completed or corrected, the Contractor shall so advise the Owner and the Owner's Representative. After receipt of the notification, the Owner or the Owner's Representative shall inform the Contractor of the date and time of final inspection. A copy of the report of the final inspection containing all

remaining contract exceptions, omissions and incompletions shall be furnished to the Contractor.

- D. After receipt of notification of completion and all remaining contract exceptions, omissions and incompletions from the Contractor, the Owner and the Owner's Representative shall make an inspection to verify completion of the exception items appearing on the report of final inspection.

01720 -- PROJECT RECORD DOCUMENTS

.01 - Project Record Drawings

- A. The purpose of the project drawings is to record the actual location of the Work in place including but not limited to underground lines, concealed piping within buildings, concealed valves and control equipment, and to record changes in the Work.
- B. In addition to the sets of contract drawings that are required by the Contractor on the Site to perform the Work, the Contractor shall maintain, at the Site, one (1) copy of all drawings, specifications and addenda that are part of the Contract as awarded. Each of these documents should be clearly marked "Project Record Copy", maintained in a clean and neat condition available at all times for inspection by the Owner or the Owner's Representative, and shall not be used for any other purpose during the progress of the Work.
- C. Project Record Requirements
 - 1. The Contractor shall mark-up the "Project Record Copy" to show:
 - (a) Approved changes in the Work.
 - (b) Location of underground Work and concealed Work.
 - (c) Details not shown in the original Contract Documents.
 - (d) Any relocation of Work.
 - (e) All changed in dimensions.
 - (f) All access doors.
 - (g) Location of all plumbing, heating, ventilating, air conditioning or electrical assemblies.
 - 2. Such information shall include, but shall not be limited to:

- (a) Footing depth in relation to finished grade elevations.
 - (b) Any change in floor elevations.
 - (c) Any structural changes.
 - (d) Any substitutions.
 - (e) Elevations and locations of all underground utilities, services, or structures referenced to permanent above-ground structures or monuments.
 - (f) Designation of all utilities as to the size and use of such utilities.
 - (g) All invert elevations of manholes.
 - (h) The location of all utilities, services and appurtenances concealed in building structures that have been installed different from that required by the Contract.
 - (i) Any approved change order.
- D. The Contractor shall keep the Project Record Documents up-to-date from day to day as the Work progresses. Appropriate documents are to be updated promptly and accurately; no Work is to be permanently concealed until all required information has been recorded.
- E. The project record drawings are to be submitted by the Contractor to the Owner or the Owner's Representative when all the Work is completed and is approved by the Owner and the Owner's Representative before the Contractor may request final payment.

01740 -- WARRANTIES, GUARANTEES, AND BONDS

See the Contract Documents for details.

SECTION V.
GENERAL CONDITIONS

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ARTICLE 1 -- DEFINITIONS

Section 1.01 - The following terms as used in the Contract Documents shall be defined as follows:

Beneficial Occupancy - The use, occupancy or operation by the Owner of the Work, or any part thereof, as evidenced by a notification of Beneficial Occupancy executed by the Owner.

Construction Completion - Acceptance by the Owner of the Work as evidenced by a Notification of Construction Completion executed by the Architect.

Construction Manager - A person, persons, firm, partnership or corporation, regularly engaged in the management of construction projects, and so designated by the Owner.

Consultant - A person, persons, firm, partnership or corporation providing Architectural, Engineering or other professional services, and so designated by the Owner.

Contract - The agreement between the Owner and the Contractor consisting of the Contract Documents including all amendments and supplements thereto.

Contract Documents - The Contract, Notice to Bidders, Bid Checklist, Bid Terms and Conditions, Contractor Reference Sheet, Contract Terms and Conditions, Bid Analysis Form, Affirmative Action Form, Change Order Form, Contractors Trade Payment Breakdown, Safety EHS Plan, Prevailing Wage Schedule, Information for Bidders, Form of Bid, General Conditions, General Requirements, Bonds, Drawings, Specifications, Addenda, Change Orders and any supplementary data together with all provisions of law deemed to be inserted in the Contract or incorporated by reference.

Contractor - A person, persons, firm, partnership or corporation with whom the Contract is entered into by the Owner to perform the Work.

Extra Work - Any work in addition to the Work initially required to be performed by the Contractor pursuant to the Contract.

Furnish - To deliver to the site ready for installation.

Install - To unload at the delivery point at the Site and perform every operation necessary to establish secure mounting and correct operation at the proper location.

Owner – The Fashion Institute of Technology and/or its auxiliary corporations, as applicable.

Owner's Representative - A person, persons, firm, partnership or corporation so designated by the Owner.

Project - Work at the Site(s) carried out pursuant to one or more sets of Contract Documents.

Provide - To Furnish and Install complete in place and ready for operation and use.

Shop Drawings - Diagrams, fabrication drawings, illustration, schedules, test data, performance charts, cuts brochures and other data which are submitted by the Contractor to the Architect and illustrate any portion of the Work. These drawings and data are reviewed and acted upon by the architect.

Site - The area within the Contract limit, as indicated by the Contract.

Subcontract - An agreement between the Contractor and Subcontractor for work on the Site.

Subcontractor - A person, persons, firm, partnership or corporation under contract with the Contractor, or under contract with any subcontractor, to provide labor and material at the Site.

Substantial Completion - Stage of construction at which the Architect determines there is a minimal amount of the Work to be completed, or Work to be corrected.

Work - The performance of all obligations imposed upon the Contractor by the Contract.

ARTICLE 2 -- CONTRACT DOCUMENTS

Section 2.01 - Captions

The table of contents, titles, captions, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect the interpretation of the provisions to which they refer.

Section 2.02 - Conflicting Conditions

Should any provision in any of the Contract Documents be in conflict or inconsistent with any of the General Conditions or Supplements thereto, the General Conditions or Supplements thereto shall govern.

Section 2.03 - Notice and Service Thereof

Any notice to the Contractor from the Owner relative to any part of the Contract shall be in writing and service considered complete when said notice is mailed to the Contractor at the last address given by the Contractor, or when delivered in person to said Contractor or the Contractor's authorized representative.

Section 2.04 - Nomenclature

Materials, equipment or other Work described in words which have a generally accepted technical or trade meaning shall be interpreted as having said meaning in connection with the Contract.

Section 2.05 - Invalid Provisions

If any term or provision of the Contract Documents or the application thereof to any person, firm or corporation or circumstance shall, to any extent, be determined to be invalid or unenforceable, the remainder of the Contract Documents, or the application of such terms or provisions to persons, firms or corporations or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term or provision of the Contract Documents shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE 3 -- INTERPRETATION OF CONTRACT DOCUMENTS

Section 3.01 – Owner/Architect

- A. The Owner's representative/Architect shall give all orders and directions contemplated under the Contract relative to the execution of the Work. The Architect shall determine the amount, quality, acceptability of the Work and shall decide all questions which may arise in relation to said Work. The Owner's estimates and decisions shall be final except as otherwise expressly provided. In the event that any question arises between the Owner and Contractor concerning the Contract, the decision of the Owner shall be a condition precedent to the right of the Contractor to receive any money or payment under the Contract.
- B. Any differences or conflicts concerning performance which may arise between the Contractor and other contractors performing Work for the Owner shall be adjusted and determined by the Owner's representative.
- C. The Owner may act through a representative designated by the Owner.

Section 3.02 - Meaning and Intent of Contract Documents

The meaning and intent of all Contract Documents shall be as interpreted by the Architect.

Section 3.03 - Order of Preference

- A. Figured dimensions shall take precedence over scaled dimensions. Larger scale drawings shall take precedence over smaller scale drawings. Latest addenda shall take precedence over previous addenda and earlier dated drawings and specifications.
- B. Should a conflict occur in or between or among any parts of the Contract Documents that are entitled to equal preference, the better quality or greater quantity of material, of the more specific compared to the general, shall govern, unless the Architect/Owner's representative directs otherwise.
- C. Drawings and specifications are complementary. Anything shown on the drawings and not mentioned in the specifications, or mentioned in the specifications and not shown on the drawings, shall have the same effect as if shown or mentioned in both.

ARTICLE 4 -- MATERIALS AND LABOR

Section 4.01 - Contractor's Obligations

- A. The Contractor shall, in a good workmanlike manner, perform all the Work required by the Contract Documents within the time specified in the Contract.
- B. The Contractor shall Furnish, erect, maintain, and remove such construction plant and such temporary Work as may be required for the performance of its work. The Contractor shall be responsible for the safety, efficiency and adequacy of the Contractor's plant, appliances and methods, and for damage which may result from failure or improper construction, maintenance or operation of said plant, appliances and methods. The Contractor shall comply with all terms of the Contract, and shall, carry on and complete the entire Work to the satisfaction of the Owner.
- C. Any labor, materials or means whose employment or utilization during the course of this Contract may tend to or in any way cause or result in strike, work stoppages, delays, suspension of Work or similar troubles by workmen employed by the Contractor, its subcontractors or material suppliers, or by any of the trades working in or about the buildings and premises where Work is being performed under this Contract, or by other contractors, their subcontractors or material suppliers pursuant to other contracts shall not be allowed. Any violation by the Contractor of this requirement may in the sole judgment of the Owner be considered as proper and sufficient cause for declaring the Contractor to be in default, and for the Owner to take action against the Contractor as set forth in the General Conditions Article entitled "Termination" or such other action as the Owner may deem proper.

Section 4.02 - Contractor's Title to Materials

- A. No materials or supplies for the Work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by any other party. The Contractor warrants that the Contractor has full, good and clear title to all materials and supplies used by the Contractor in the Work, or resold to the Owner pursuant to the Contract free from all liens, claims or encumbrances.
- B. All materials, equipment and articles which become the property of the Owner shall be new unless specifically stated otherwise.

Section 4.03 - "Or Equal" Clause

- A. Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufacturers' or vendors' names, trade names, catalogue number or make, said identification is intended to establish a standard. Any material, article or equipment of other manufacturers and vendors which performs satisfactorily the duties imposed by the general design may be considered equally acceptable provided that, in the opinion of the Architect/Engineer, the material, article or equipment so proposed is of equal quality, substance and function and the Contractor shall not Provide, Furnish or Install any said proposed material, article or equipment without the prior written approval of the Architect/Engineer. The burden of proof and all costs related thereto concerning the "or equal" nature of the substitute item, whether approved or disapproved, shall be borne by the Contractor.
- B. Where the Architect/Engineer, pursuant to the provisions of this Section, approves a product proposed by the Contractor and said proposed product requires a revision of the Work covered by this Contract, or the Work covered by other contracts, all changes to the Work of all contracts, revision or redesign, and all new drawings and details required therefore shall be provided by the Contractor at the cost of the Contractor and shall be subject to the approval of the Consultant.
- C. No substitution will be permitted which may result in a delay to the Project.

Section 4.04 - Quality, Quantity and Labeling

- A. The Contractor shall Furnish materials and equipment of the quality and quantity specified in the Contract.
- B. When materials are specified to conform to any standard, the materials delivered to the Site shall bear manufacturer's labels stating that the materials meet said standards.

- C. The above requirements shall not restrict or affect the Owner's right to test materials as provided in the Contract.
- D. The Contractor shall develop and implement quality control plans to assure itself and the Owner that all Work performed by the Contractor and its Subcontractors complies fully with all Contract requirements, and shall submit the plans to the Owner as required by the Contract. See Submittals Section of the General Requirements. The Contractor's quality control plans shall be independent of any testing or inspection performed by or on behalf of the Owner.

ARTICLE 5 -- CONTRACTOR

Section 5.01 - Supervision by Contractor

- A. The Contractor shall provide full-time competent supervision for the duration of the Contract; during the course of on-site work the Contractor shall provide a full-time on-site superintendent who shall have full authority to act for the Contractor at all times. The Superintendent shall be able to read, write and speak English fluently, as well as communicate with the workers.
- B. If at any time the supervisory staff is not satisfactory to the Owner, the Contractor shall, if directed by the Owner, immediately replace such supervisory staff with other staff satisfactory to the Owner.
- C. The Contractor shall remove from the Work any employee of the Contractor or of any Subcontractor when so directed by the Owner.

Section 5.02 - Representations of Contractor

The Contractor represents and warrants:

- A. That it is financially solvent and is experienced in and competent to perform the Work, and has the staff, equipment, subcontractors and suppliers available to complete the Work within the time specified for the Contract price.
- B. That it is familiar with all Federal, State or other laws, ordinances, orders, rules and regulations that may in any way affect the Work.
- C. That any temporary and permanent Work required by the Contract can be satisfactorily constructed, and that said construction will not injure any person or damage any property.
- D. That it has carefully examined the Contract and the Site of the Work and that, from the Contractor's own investigations and through the bid process and requirements is satisfied as to the nature and materials likely to be encountered, the character of equipment and other facilities needed

for the performance of the Work, the general and local conditions and all other materials or items which may affect the Work.

- E. That it is satisfied that the Work can be performed and completed as required in the Contract, and warrants that it has not been influenced by any oral statement or promise of the Owner or the Consultant.

SECTION 5.03 – COPIES OF CONTRACT DOCUMENTS FOR CONTRACTORS

- A. The Owner shall furnish to the Contractor, without charge, up to five (5) copies of Contract Documents.
- B. Any sets in excess of the number mentioned above may be furnished to the Contractor at the cost of reproduction and mailing or delivery.

SECTION 5.04 - MEETINGS

The Contractor shall attend all meetings as directed by the Owner or the Owner's Representative.

SECTION 5.05 – RELATED WORK

To ascertain the relationship of its work to all Work required by the Contract Documents, the Contractor shall examine the Contract Documents for Work of its Contract and any related work of other contracts.

SECTION 5.06 – ERRORS OR DISCREPANCIES

The Contractor shall examine the Contract thoroughly before commencing the Work and report in writing any errors or discrepancies to the Owner or the Owner's Representative within five (5) days of discovery.

ARTICLE 6 -- SITE CONDITIONS

SECTION 6.01 – SUBSURFACE OR SITE CONDITIONS FOUND DIFFERENT

- A. The Contractor acknowledges that the Contract amount set forth in its bid includes such provisions which the Contractor deems proper for all Site

conditions the Contractor could reasonably anticipate encountering as indicated in the Contract or from the Contractor's inspection and examination of the Site prior to submission of bids.

SECTION 6.02 – VERIFYING DIMENSIONS AND CONDITIONS

- A. The Contractor shall take all measurements and verify all dimensions and conditions at the Site before proceeding with the Work. If said dimensions or conditions are found to be in conflict with the Contract, the Contractor immediately shall refer said conflict to the Architect in writing. The Contractor shall comply with any revised Contract Documents.
- B. During the progress of Work, the Contractor shall verify all field measurements prior to fabrication of building components or equipment and proceed with the fabrication to meet field conditions.
- C. The Contractor shall consult all Contract Documents to determine exact location of all Work and verify spatial relationships of all Work. Any question concerning said location or spatial relationships may be submitted in a manner approved by the Architect.
- D. Special locations for equipment, pipelines, ductwork and other such items of Work, where not dimensioned on plans, shall be determined in consultation with other affected contractors.
- E. The Contractor shall be responsible for the proper fitting of the Work in place.

SECTION 6.03 - SURVEYS

Unless otherwise expressly provided in the Contract, the Owner shall furnish the Contractor all surveys of the property necessary for the Work, but the Contractor shall lay out the Work.

ARTICLE 7 -- INSPECTION AND ACCEPTANCE

SECTION 7.01 – ACCESS TO THE WORK

The Owner, the Owner's Representative, and the architect shall at all times have access to the Work and the Contractor shall provide proper facilities for said access.

SECTION 7.02 – NOTICE FOR TESTING

If the Contract Documents, the Owner's instructions, laws, rules, ordinances or regulations require that any Work be inspected or tested, the Contractor shall give the Architect and/or Owner's representative a minimum of three (3) work days written notice of readiness of the Work for inspection or testing and the date fixed for said inspections or testing.

SECTION 7.03 – REEXAMINATION OF WORK

Reexamination of any part of the Work may be ordered by the Owner, and if so ordered, the Work must be uncovered by the Contractor. If said Work is found to be in accordance with the Contract, the Owner shall pay the cost of reexamination. If said Work is not found to be in accordance with the Contract, the Contractor shall pay the cost of reexamination and replacement.

SECTION 7.04 – INSPECTION OF WORK

All Work, all materials whether or not incorporated in the Work, all processes of manufacture and all methods of construction shall be, at all times and places, subject to the inspection of the Owner or the Owner's Representative or the architect, and the Architect shall be the final judge of the quality and suitability of the Work, materials, processes of manufacture and methods of construction for the purposes for which said Work, materials, processes of manufacture and methods of construction are used. Any Work not approved by the Architect shall be reconstructed, made good, replaced or corrected immediately by the Contractor including all Work of other contractors destroyed or damaged by said removal or replacement. Rejected material shall be removed immediately from the Site. Acceptance of material and workmanship by the Owner shall not relieve the Contractor from the Contractor's obligation to replace all Work which is not in compliance with the Contract.

SECTION 7.05 – DEFECTIVE OR DAMAGED WORK

If, in the opinion of the Owner, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the Work damaged or not performed in accordance with the Contract, the compensation to be paid to the Contractor shall be reduced by an amount which, in the judgment of the Owner, shall be deemed to be equitable.

SECTION 7.06 - TESTING

All materials and equipment used in the Work shall be subject to inspection and testing in accordance with accepted standards to establish conformance with specifications and suitability for uses intended, unless otherwise specified in the Contract. If any Work shall be covered or concealed without the approval or consent of the Architect, said Work shall, if required by the Architect, be uncovered for examination. Any inspection by the Architect or by a testing laboratory on behalf of the Owner does not relieve the Contractor of the responsibility to maintain quality control of materials, equipment and installation to conform to the requirements of the Contract. If any test results are below specified minimums, the Architect may order additional testing. The cost of said additional testing, any additional professional services required, and any other expenses incurred by the Owner as a result of said additional testing shall be at the Contractor's expense. The Owner may deduct such costs from moneys due the Contractor.

SECTION 7.07 - ACCEPTANCE

No previous inspection shall relieve the Contractor of the obligation to perform the Work in accordance with the Contract. No payment, either partial or full, by the Owner to the Contractor shall excuse any failure by the Contractor to comply fully with the Contract Documents. The Contractor shall remedy all defects and deficiencies, paying the cost of any damage to other Work resulting therefrom.

ARTICLE 8 -- CHANGES IN THE WORK

SECTION 8.01 - CHANGES

- A. Without invalidating the Contract, the Owner/Architect may order Extra Work or make changes by altering, adding to, or deducting from the Work, the Contract consideration being adjusted accordingly. No claims for Extra Work shall be allowed unless such Extra Work is ordered in writing by the Owner/Architect. No changes in the Work shall be made unless such Work is ordered in writing by the Owner/Architect or Owner's Representative. If the time for completion is affected by this change, the revised time for completion shall be included in the change order. The Owner may order the Contractor to perform the Extra Work and proceed under the Dispute Article.

- B. The amount by which the Contract consideration is to be increased or decreased by any change order may be determined by the Owner by one or more of the following methods:
1. By applying the applicable unit price or prices contained in the Contract.
 2. By estimating the fair and reasonable cost of the Extra Work:
 - a. Labor, including all wages, required wage supplements and insurance required by law, paid to employees below the rank of superintendent directly employed at the Site. Wages are the prevailing rate of wages defined in the Contract Documents and supplemental updates.
 - b. Premiums or taxes paid by the Contractor for worker's compensation insurance, unemployment insurance, FICA tax and other payroll taxes as required by law, net of actual and anticipated refunds and rebates.
 - c. Materials
 - d. Equipment, excluding hand tools, which in the judgment of the Owner, would have been or will be employed in the Work. It is the duty of the Contractor to utilize either rented or self-owned equipment that is of a nature and size appropriate for the Work to be performed. The Owner reserves the right to determine reasonable and appropriate equipment sizing, and at the Owner's discretion, to adjust the costs allowed to reflect a smaller or less elaborate piece of equipment more suitable for performance of the Extra Work.
 3. By determining the actual cost of the Extra Work in the same manner as in Article 8, Section 8.01, Subsection B. 2. except that the actual costs of the Contractor shall be used in lieu of estimated costs.
- C. The Owner shall have the option of determining by which method the Contractor shall proceed with said Extra Work. Wages are the prevailing rate of wages defined in the Contract Documents and supplemental updates. The Contractor shall submit a signed and notarized Labor Rate Worksheet(s) to the Owner to be used to determine hourly rates for various classifications of workers. The Contractor agrees to provide documentation verifying costs and calculations at the Owner's request.

- D. Regardless of the method used by the Owner in determining the value of a change order, the Contractor shall, within the time-frame given by the Owner, submit to the Owner or Owner's Representative a detailed breakdown of the Contractor's estimate of the value of the omitted or Extra Work.
- E. Unless otherwise specifically provided for in a change order, the compensation specified therein for Extra Work includes full payment for the Extra Work covered thereby, and the Contractor waives all rights to any other compensation for said Extra Work, damage or expense.
- F. The Contractor shall furnish satisfactory bills, payrolls and vouchers covering all items of cost and when requested by the Owner shall give the Owner access to all accounts and records relating thereto, including records of subcontractors and material suppliers.
- G. Increased bonding costs for the Work which may result from Owner issued Changes in the Work will be addressed by the Owner at the completion of the Project Work upon submission of satisfactory proof of Contractor's increased cost.
- H. Increased contractual liability insurance premium costs which may result from changes in the Work will be addressed by the Owner at the completion of the Work upon submission of satisfactory proof of Contractor's increased cost.

SECTION 8.02 – OVERHEAD AND PROFIT ALLOWANCE

A. See Example A for changes in the Work performed directly by the Contractor, whether a base cost is arrived at by estimated cost or actual cost method; add to base cost a sum equal to twenty percent. See Exceptions - Paragraphs “D” and “E”.

Example A:

Contractor base cost	\$1,000
20% overhead and profit	<u>200</u>
Total	\$1,200

B. See Example B for changes in the Work performed by a Subcontractor under contract with the Contractor, where estimated or actual cost is Ten Thousand Dollars (\$10,000.00) or less; add to the base cost a sum equal to twenty percent of cost, for the benefit of the Subcontractor. For the benefit of the Contractor; add an additional sum equal to ten percent of the Subcontractor's base cost.

Example B:

Subcontractor base cost	\$1,000
20% Subcontractor overhead and profit	<u>200</u>
Subcontractor Total	\$1,200
10% Contractor overhead and profit on base cost	<u>100</u>
Total	\$1,300

C. See Example C for changes in the Work performed by a Subcontractor, under contract with the Contractor, which exceeds a base cost of Ten Thousand Dollars (\$10,000) in estimated or actual cost; add to the base cost a sum equal to twenty percent of cost for the benefit of the Subcontractor. For the benefit of the Contractor; add an additional sum equal to ten percent of the first Ten Thousand Dollars (\$10,000) of the Subcontractor's base cost, plus five percent of the next Ninety Thousand Dollars (\$90,000) of the Subcontractor's base cost, plus three percent of any sum in excess of One Hundred Thousand Dollars (\$100,000) of the Subcontractor's base cost.

Example C:

Subcontractor base cost	\$200,000
20% Subcontractor overhead and profit	<u>40,000</u>
Subcontractor Total	\$240,000
10% Contractor overhead and profit on first \$10,000 base cost	1,000
5% on next \$90,000 base cost	4,500
3% on base cost over \$100,000	<u>3,000</u>
Total	\$248,500

D. See Example D for overhead and profit on major equipment such as: switchgear, transformers, air handling units, boilers, etc. For extra equipment purchases by the Contractor or Subcontractors which exceeds a base cost of Ten Thousand dollars (\$10,000) in estimated or actual cost; add to the base cost for the benefit of the Contractor a sum equal to ten percent of the first Ten Thousand dollars (\$10,000) of the vendor's base cost plus five percent of the next Ninety Thousand dollars (\$90,000) of the vendor's base cost, plus three percent of any sum in excess of One Hundred Thousand dollars (\$100,000) of the vendor's base cost. If the equipment is supplied by the Subcontractor, the Contractor is entitled to a maximum of ten (10) percent of the first Ten Thousand dollars (\$10,000) of the base cost.

Example D:

Vendor base cost	\$200,000
10% Contractor or Subcontractor overhead and profit on first \$10,000 base cost	1,000
5% on next \$90,000 base cost	4,500
3% on base cost over \$100,000	<u>3,000</u>
Contractor or Subcontractor Total	\$208,500
10% Contractor overhead and profit on first \$10,000 base cost when equipment is supplied by the Subcontractor, no other mark-up allowed	<u>1,000</u>
Total	\$209,500

E. See Example E for overhead and profit on a material only Change Order. For increased material purchases by the Contractor or Subcontractors which exceed a base cost of Ten Thousand dollars (\$10,000) in estimated or actual costs; add to the base cost for the benefit of the Contractor a sum equal to ten percent of the first Ten Thousand dollars (\$10,000) of the supplier's cost plus five percent of the next Ninety Thousand dollars (\$90,000) of the supplier's cost, plus three percent of any sum in excess of One Hundred Thousand dollars (\$100,000) of the supplier's cost. If the material is supplied by the Subcontractor, the Contractor is entitled to a maximum of ten (10) percent of the first Ten Thousand dollars (\$10,000) of the base cost.

Example E:

Material cost (net difference between original contract and revised)	\$200,000
10% Contractor or Subcontractor overhead and profit on first \$10,000 base cost	1,000
5% on next \$90,000 base cost	4,500
3% on base cost over \$100,000	<u>3,000</u>
Contractor or Subcontractor Total	\$208,500
10% Contractor overhead and profit on first \$10,000 base cost when material is supplied by the Subcontractor, no other mark-up allowed	1,000
Total	\$209,500

F. Other than the overhead and profit described in General Conditions Section 7.02A, no further overhead and profit will be allowed for changes to the Work performed by a Subcontractor under Subcontract with the Contractor or for major equipment or material supplier determined to be an affiliate of or controlled by the Contractor. An affiliate is considered any firm or entity in which the Contractor or any individual listed on the Contractor's NYS Vendor Responsibility Questionnaire either owns 5% or more of the shares of, or is one of the five largest shareholders, a director, officer, member, partner or proprietor of said Subcontractor, major equipment or material supplier; a controlled firm is any firm or entity which, in the opinion of the Owner, is controlled by the Contractor or any individual listed on the Contractor's NYS Vendor Responsibility Questionnaire.

1. The Owner, in its sole and exclusive discretion, will determine if a firm or entity is an affiliate of or controlled by the Contractor.

G. No overhead and profit shall be paid for changes in the Work performed by a Subcontractor not under Subcontract with the Contractor. No overhead and profit shall be paid on the premium portion of overtime pay. Where the changes in the Work involve both an increase and a reduction in similar or related Work, the overhead and profit allowance shall be applied only to the cost of the increase that exceeds the cost of the reduction.

SECTION 8.02A – DEDUCT CHANGE ORDER

The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a decrease in the Contract amount shall be as determined by the Owner. The credit shall include the overhead and profit allocable to the deleted or changed Work unless the Owner, in its sole and exclusive discretion, determines otherwise.

SECTION 8.03 – FORM OF CHANGE ORDERS

All Change Orders shall be processed, executed and approved on AIA document G701, which is included herein and made part of the Contract Documents. No alteration to this form shall be acceptable to the Owner and no payment for Extra Work shall be due the Contractor unless it executes a Change Order on said form.

ARTICLE 9 -- TIME OF COMPLETION

SECTION 9.01 – TIME OF COMPLETION

- A. The Work shall be commenced at the time stated in the Owner's written notice to proceed, and shall be completed no later than the time of completion specified in the Contract Documents. Notwithstanding anything to the contrary, a schedule submitted by the Contractor showing a time of completion earlier than that specified in the Contract shall not entitle the Contractor to any additional compensation in the event the earlier time of completion is not realized.
- B. It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the time for completion of the Work, as specified in the Contract Documents, is an essential and material condition of the Contract.
- C. The Contractor agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly at such rate of progress as shall insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for completion of the Work described herein is a reasonable time for completion of the same.
- D. If the Contractor shall neglect, fail or refuse to complete the Work within the time specified, or any proper extension thereof granted by the Owner, the Contractor agrees to pay to the Owner for loss of beneficial use of the structure an amount specified in the Contract, not as a penalty, but as liquidated damages, for each and every calendar day that the Contractor is in default. Default shall include abandonment of the Work by the Contractor.
- E. Said amount of liquidated damages is agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages which the Owner would sustain for loss of beneficial use of the structure in the event of delay in completion, and said amount is agreed to be the amount of damages sustained by the Owner and said amount may be retained from time to time by the Owner.

- F. It is further agreed that time is of the essence for each and every portion of the Work. In any instance in which additional time is allowed for the completion of any Work, the new time of completion established by said extension shall be of the essence. The Contractor shall not be charged with liquidated damages or any excess cost if the Owner determines that the Contractor is without fault and that the delay in completion of the Work is due:
1. to an unforeseeable cause beyond the control and without the fault of, or negligence of the Contractor, and approved by the Owner, including, but not limited to, acts of God or of public enemy, acts of the Owner, fires, epidemics, quarantine, restrictions, strikes, freight embargoes and unusually severe weather; and
 2. to any delays of Subcontractors or suppliers occasioned by any of the causes specified in Subsections 1. of this paragraph.

The Contractor shall, within ten (10) days from the beginning of any such delay, notify the Owner, in writing, of the causes of the delay.

- G. The time for completion can be extended only by Change Order approved by the Owner and may be extended for:
1. all of the Work, or
 2. only that portion of the Work altered by the Change Order.

- H. The foregoing liquidated damages are intended to compensate the Owner only for the loss of beneficial use of the structure. In addition, the Contractor shall be liable to the Owner for whatever actual damages (other than actual loss of beneficial use) the Owner may incur as a result of any actions or inactions of the Contractor or its Subcontractors including, without limitation, interest expense and carrying costs, liabilities to other Contractors working on the project or other third parties, job extension costs and other losses incurred by the Owner. The provisions of this paragraph are for the exclusive use of the Owner, and shall not accrue to other contractors or third parties.

ARTICLE 10 -- TERMINATION OR SUSPENSION

SECTION 10.01 – TERMINATION FOR CAUSE

In the event that any provision of the Contract is violated by the Contractor or by any Subcontractor, the Owner may serve written notice upon the Contractor and upon the Contractor's surety, if any, of the Owner's intention to terminate the Contract; such notice shall contain the reasons for the intention to terminate the Contract upon a date specified by the Owner. If the violation or delay shall not cease or arrangements satisfactory to the Owner shall not be made, the Contract shall terminate upon the date so specified by the Owner. In the event of any such termination, the Owner may take over the Work and prosecute same to completion by Contract or otherwise for the account and at the expense of the Contractor, and the Contractor and Contractor's surety shall be liable to the Owner for all costs occasioned the Owner thereby. In the event of such termination the Owner may take possession of and may utilize such materials, appliances and plant as may be on the Site and necessary or useful in completing the Work.

SECTION 10.02 – TERMINATION FOR CONVENIENCE OF OWNER

The Owner, at any time, may terminate the Contract in whole or in part. Any such termination shall be effected by delivering to the Contractor a notice of termination specifying the extent to which performance of Work under the Contract is terminated and the date upon which the termination becomes effective. Upon receipt of the notice of termination, the Contractor shall act promptly to minimize the expenses resulting from the termination. The Owner shall pay the Contractor for Work of the Contract performed by the Contractor and accepted by the Owner for the period extending from the date of the last approved Application for Payment up to the effective date of the termination, including retainage. In no event shall the Contractor be entitled to compensation in excess of the total consideration of the Contract. . In the event of such termination the Owner may take over the Work and prosecute the Contract to completion and may take possession of and may utilize such materials, appliances, and equipment as may be on the Site and necessary or useful in completing the Work.

SECTION 10.03 – OWNER'S RIGHT TO DO WORK

The Owner may, after notice to the Contractor, without terminating the Contract and without prejudice to any other right or remedy the Owner may have, perform or have performed by others all of the Work or any part thereof and may deduct the cost thereof from any moneys due or to become due the Contractor.

SECTION 10.04 – SUSPENSION OF WORK

- A. The Owner may order the Contractor in writing to suspend, delay or interrupt performance of all or any part of the Work for a reasonable period of time as the Owner may determine. The order shall contain the reason or reasons for issuance which may include but shall not be limited to the following: latent field conditions, substantial program revisions, acquisition of rights of way or real property, financial crisis, labor disputes, civil unrest or acts of God.
- B. Upon receipt of a suspension order, the Contractor shall, as soon as practicable, cease performance of the Work as ordered and take immediate affirmative measures to protect such Work from loss or damage.
- C. The Contractor specifically agrees that such suspension, interruption or delay of the performance of the Work pursuant to this Article shall not increase the cost of performance of the Work of this Contract.
- D. Time for completion of the Work may be extended to such time as the Owner determines shall compensate for the time lost by the suspension, interruption or delay, such determination to be set forth in writing.

ARTICLE 11 -- DISPUTES

SECTION 11.01 – CLAIMS FOR EXTRA WORK

- A. If the Contractor claims that any Work which the Contractor has been ordered to perform will be Extra Work, or that any action or omission of the Owner is contrary to the terms and provisions of the Contract and will require the Contractor to perform Extra Work the Contractor shall:
 - 1. Promptly comply with said order.
 - 2. File with the Owner and the architect within fifteen (15) working days after being ordered to perform the Work claimed by the Contractor to be Extra Work or within fifteen (15) working days after commencing performance of the Work, whichever date shall be earlier, or within fifteen (15) working days after the said action or omission on the part of the Owner occurred, a written notice of the basis of the Contractor's claim, including estimated cost, and request for a determination thereof.

3. Proceed diligently, pending and subsequent to the determination of the Owner with respect to any said disputed matter, with the performance of the Work in accordance with all instructions of the Owner.
- B. No claim for Extra Work shall be allowed unless the same was done pursuant to a written order of the Owner. The Contractor's failure to comply with any or all parts of this Article shall be deemed to be:
1. a conclusive and binding determination on the part of the Contractor that said order, Work, action or omission does not involve Extra Work and is not contrary to the terms and provisions of the Contract,
 2. a waiver by the Contractor of all claims for additional compensation or damages as a result of said order, Work, action or omission.
- C. The value of claims for Extra Work, if allowed, shall be determined by the methods described in the Contract.

SECTION 11.02 – CLAIMS FOR DELAY

No claims for increased costs, charges, expenses or damages of any kind shall be made by the Contractor against the Owner for any delays or hindrances from any cause whatsoever; provided that the Owner, in the Owner's discretion, may compensate the Contractor for any said delays by extending the time for completion of the Work as specified in the Contract.

SECTION 11.03 – FINALITY OF DECISIONS

- A. Any decision or determination of the Architect, Owner or the Owner's Representative shall be final, binding and conclusive on the Contractor unless the Contractor shall, within ten (10) working days after said decision, make and deliver to the Owner a verified written statement of the Contractor's contention that said decision is contrary to a provision of the Contract. The Owner shall determine the validity of the Contractor's contention. Pending the decision of the Owner, the Contractor shall proceed in accordance with the original decision.
- B. Wherever it is required in the Contract that an application must be made to the Owner or a determination made by the Owner, the decision of the Owner on said application or the determination of the Owner under the Contract shall be final, conclusive and binding upon the Contractor unless the Contractor, within ten (10) working days after receiving notice of the Owner's decision or determination, files a written statement with the Owner that the Contractor reserves the Contractor's rights in connection with the matters covered by said decision or determination.

ARTICLE 12 -- SUBCONTRACTS

SECTION 12.01 – SUBCONTRACTING

- A. The Contractor may utilize the services of Subcontractors subject to the bid terms and conditions.
- B. The Contractor shall submit to the Owner, in writing, the name of each proposed Subcontractor as required by the Contract or earlier when requested. The Owner reserves the right to disapprove any proposed Subcontractor. Such disapproval shall not result in additional cost to the Owner.
- C. The Contractor shall be fully responsible for the Work, acts and omissions of Subcontractors, and of persons either directly or indirectly employed by Subcontractors.
- D. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of Subcontractors.
- E. The Contractor's use of Subcontractors shall not diminish the Contractor's obligation to complete the Work in accordance with the Contract Documents. The Contractor shall control and coordinate the work of Subcontractors.
- F. Nothing contained in the Contract or any subcontract shall create any contractual relationship between Subcontractors and the Owner.

ARTICLE 13 -- CONTRACT COORDINATION AND COOPERATION

SECTION 13.01 – COOPERATION WITH OTHER CONTRACTORS

- A. During the progress of the Work, other contractors may be engaged in performing work. The Contractor shall coordinate the Contractor's Work with the work of said other contractors in such a manner as the Owner may direct.
- B. If the Owner shall determine that the Contractor is failing to coordinate the Work with the work of other contractors as the Owner has directed:
 - 1. the Owner shall have the right to withhold any payments due under the Contract until the Owner's directions are complied with by the Contractor; and
 - 2. the Contractor shall assume the defense and pay on behalf of the Owner any and all claims or judgments or damages and from any costs or damages to which the Owner may be subjected or which the Owner may suffer or incur by reason of the Contractor's failure to promptly comply with the Owner's directions.
- C. If the Contractor notifies the Owner, in writing, that another contractor on the Site is failing to coordinate the work of said contractor with the Work, the Owner shall investigate the charge. If the Owner finds it to be true, the Owner shall promptly issue such directions to the other contractor with respect thereto as the situation may require. The Owner shall not be liable for any damages suffered by the Contractor by reason of the other contractor's failure to promptly comply with the directions so issued by the Owner, or by reason of another contractor's default in performance.
- D. Should the Contractor sustain any damage through any act or omission of any other contractor having a contract with the Owner or through any act or omission of any Subcontractor of said other contractor, the Contractor shall have no claim against the Owner for said damage.
- E. Should any other contractor having or which shall have a contract with the Owner sustain damage through any act or omission of the Contractor or through any act or omission of a Subcontractor, the Contractor shall reimburse said other contractor for all said damages and shall indemnify and hold the Owner harmless from all said claims.

- F. The Owner cannot guarantee the responsibility, efficiency, unimpeded operations or performance of any Contractor. The Contractor acknowledges these conditions and shall bear the risk of all delays including, but not limited to, delays caused by the presence or operations of other contractors and delays attendant upon any construction schedule approved by the Owner and the Owner shall not incur any liability by reason of any delay.

SECTION 13.02 – SEPARATE CONTRACTS

- A. The Owner may award other contracts, work under which may proceed simultaneously with the execution of the Work. The Contractor shall coordinate the Contractor's operations with those of other contractors as directed by the Owner. Cooperation shall be required in the arrangements for access, the storage of material and in the detailed execution of the Work.
- B. The Contractor shall keep informed of the progress and workmanship of other contractors and any Subcontractors and shall notify the Owner in writing immediately of lack of progress or defective workmanship on the part of other contractors or subcontractors, where said delay or defective workmanship may interfere with the Contractor's operations.
- C. Failure of a Contractor to keep so informed and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by the Contractor of said progress and workmanship as being satisfactory for proper coordination with the Work.
- D. Where the Contractor shall perform Work in close proximity to work of other contractors or subcontractors, or where there is evidence that Work of the Contractor may interfere with work of other contractors or subcontractors, the Contractor shall assist in arranging space conditions to make satisfactory adjustment for the performance of said work and the Work. If the Contractor performs work in a manner which causes interference with the work of other contractors or subcontractors, the Contractor shall make changes necessary to correct the condition.

SECTION 13.03 – COORDINATED COMPOSITE DRAWINGS

The Contractor shall prepare coordinated composite scale reproducible drawings and sections, on reproducible paper, clearly showing how the Work of the Contractor is to be performed in relation to work of other contractors or subcontractors.

ARTICLE 14 -- PROTECTION OF RIGHTS, PERSONS AND PROPERTY

SECTION 14.01 – ACCIDENT PREVENTION

The Contractor shall, at all times, take every precaution against injuries to persons or damage to property and for the safety of persons on or about the Site or engaged in the performance of the Work.

SECTION 14.02 – SAFETY PROGRAMS

The Contractor shall be responsible for the initiation, maintenance and supervision of safety precautions and programs in connection with the Work.

SECTION 14.03 – PROTECTION OF WORK AND PROPERTY

- A. The Contractor shall, at all times, guard the Owner's property from injury or loss in connection with the Work. The Contractor shall, at all times, guard and protect the Contractor's Work, and adjacent property. The Contractor shall replace or make good any said loss or injury unless said loss or injury is caused directly by the Owner.
- B. The Contractor shall have full responsibility to protect and maintain all materials and supplies on and off site in proper condition and forthwith repair, replace and make good any damage thereto until construction completion. The Contractor shall maintain an inventory of all materials and supplies for the Project that are delivered to the Site or approved for off-site storage facilities.
- C. The Contractor shall report any loss, theft, burglary, vandalism or damage of materials or installed work to the Owner by phone and fax as soon as it is discovered. If vandalism, theft, or burglary are suspected as the cause of the loss, the Contractor shall notify site security personnel and the municipal police. The Contractor shall also protect the place of the loss until released from protection by the Owner or the Owner's Representative. The Contractor shall insure that no potential evidence relating to the loss is removed from the place of the loss.

SECTION 14.04 – ADJOINING PROPERTY

The Contractor shall protect all adjoining property and shall repair or replace any said property damaged or destroyed during the progress of the Work.

SECTION 14.05 – RISKS ASSUMED BY THE CONTRACTOR

- A. The Contractor solely assumes the following distinct and several risks whether said risks arise from acts or omissions, whether supervisory or otherwise, of the Owner, of any Subcontractor, of third persons or from any other cause, including unforeseen obstacles and difficulties which may be encountered in the execution of the Work, whether said risks are within or beyond the control of the Contractor and whether said risks involve any legal duty, primary or otherwise, imposed upon the Owner, excepting only risks which arise from faulty designs as shown by the plans and specifications or from the negligence of the Owner or the Owner's members, officers, representatives or employees that caused the loss, damage or injuries hereinafter set forth:
1. The risk of loss or damage, includes direct or indirect damage or loss, of whatever nature to the Work or to any plant, equipment, tools, materials or property furnished, used, installed or received by the Owner, the Construction Manager, the Contractor or any Subcontractor, material or workmen performing services or furnishing materials for the Work. The Contractor shall bear said risk of loss or damage until construction completion or until completion or removal of said plant, equipment, tools, materials or property from the Site and the vicinity thereof, whichever event occurs last. In the event of said loss or damage, the Contractor immediately shall repair, replace or make good any said loss or damage.
 2. The risk of claims, just or unjust, by third persons against the Contractor or the Owner and the Construction Manager on account of wrongful death, bodily injuries and property damage, direct or consequential, loss or damage of any kind whatsoever arising or alleged to arise out of or as a result of or in connection with the performance by the Contractor of the Work, whether actually caused by or resulting from the performance of the Work, or out of or in connection with the Contractor's operations or presence at or in the vicinity of the Site. The Contractor shall bear the risk for all deaths, injuries, damages or losses sustained or alleged to have been sustained prior to the construction completion of the Work. The Contractor shall bear the risk for all deaths, injuries, damages or losses sustained or alleged to have been sustained resulting from the Contractor's negligence or alleged negligence which is discovered, appears or is manifested after acceptance by the Owner.

3. The Contractor assumes entire responsibility and liability for any and all damage or injury of any kind or nature whatsoever, including death resulting therefrom, to all persons, whether employees of the Contractor or otherwise, and to all property, caused by, resulting from, arising out of or occurring in connection with the execution of the Work. If any person shall make said claim for any damage or injury, including death resulting therefrom, or any alleged breach of any statutory duty or obligation on the part of the Owner, the Owner's Representative, Construction Manager, servants and employees, the Contractor shall assume the defense and pay on behalf of the Owner, the Owner's Representative, the Construction Manager, servants and employees, any and all loss, expense, damage or injury that the Owner, the Owner's Representative, Construction Manager, servants and employees, may sustain as the result of any claim, provided however, the Contractor shall not be obligated to indemnify the Owner, the Owner's Representative, Construction Manager, servants and employees for their own negligence, if any. The Contractor agrees to assume, and pay on behalf of the Owner and the Owner's Representative, Construction Manager, servants and employees, the defense of any action at law or equity which may be brought against the Owner and the Owner's Representative, Construction Manager, servants and employees. The assumption of defense and liability by the Contractor includes, but is not limited to the amount of any legal fees associated with defending, all costs of investigation, expert evaluation and any other costs including any judgment or interest or penalty that may be entered against the Owner and the Owner's Representative, Construction Manager, servants and employees, in any said action.
 4. The Contractor is advised that the Work required under this Contract may impose certain obligations and requirements mandated by the U.S. Department of Labor Occupational Safety and Health Administration regulations, Title 29 CFR Part 1926.62 Lead Exposure in Construction, relative to the potential exposure to lead by its employees. The Contractor assumes entire responsibility and liability for complying fully in all respects with these regulations.
- B. The Contractor's obligations under this Article shall not be deemed waived, limited or discharged by the enumeration or procurement of any insurance for liability for damages. The Contractor shall notify its insurance carrier within twenty four (24) hours after receiving a notice of loss or damage or claim from the Owner.

The Contractor shall make a claim on its insurer specifically under the provisions of the contractual liability coverages and any other coverages afforded the Owner including those of being an additional insured where applicable.

- C. Neither Final Acceptance of the Work nor making any payment shall release the Contractor from the Contractor's obligations under this Article. The enumeration elsewhere in the Contract of particular risks assumed by the Contractor or of particular claims for which the Contractor is responsible shall not be deemed to limit the effect of the provisions of this Article or to imply that the Contractor assumes or is responsible for only risks or claims of the type enumerated; and neither the enumeration in this Article nor the enumeration elsewhere in the Contract of particular risks assumed by the Contractor or of particular claims for which the Contractor is responsible shall be deemed to limit the risks which the Contractor would assume or the claims for which the Contractor would be responsible in the absence of said enumerations.

Upon the conclusion of any action, proceeding or lawsuit, should a final binding determination of responsibility be made which allocates responsibility to the Owner, or the Owner's members, officers, employees or representatives, the Owner agrees that the obligation to indemnify and hold harmless shall not be applicable to the portion of any uninsured money judgment for which the Owner is responsible, and the Owner agrees to pay the Contractor the percentage of uninsured defense costs which the Contractor incurred based upon an apportionment of the Owner's allocated responsibility.

The Contractor agrees that any claim or costs of the Owner and/or Construction Manager arising from obligations in this Article and/or Article 15 shall be set off or deducted from payments due the Contractor.

ARTICLE 15--INSURANCE AND CONTRACT SECURITY

SECTION 15.01 – INSURANCE PROVIDED BY CONTRACTOR

- A. The Contractor shall procure and maintain all of the insurance required under this Article until all Work, including punch list items, is complete.

The Contractor shall provide insurance as follows:

1. Workers' Compensation and Employers Liability Insurance
 - a. Statutory Workers' Compensation (including occupational disease)

- b. Employers Liability (with a minimum limit of \$1,000,000) New York Statutory Endorsement
2. Commercial General Liability (CGL) with a combined single limit for Bodily Injury, Personal Injury and Property Damage of at least \$2,000,000 per occurrence & aggregate. The limit may be provided through a combination of primary and umbrella/excess liability policies.

Coverage shall provide and encompass the following:

- a. Written on an occurrence form;
 - b. Endorsement naming the following as additional insureds: The Fashion Institute of Technology, its auxiliary corporations, the State University of New York, the New York City Department of Education and the City and State of New York, the Construction Manager (if applicable) and other entities specified.
 - c. Policy or policies must be endorsed to be primary as respects the coverage afforded the Additional Insureds and such policy shall be primary to any other insurance maintained by the Owner. Any other insurance maintained by the Owner shall be excess of and shall not contribute with the Contractor's or Subcontractor's insurance, regardless of the "other insurance" clause contained in the Owner's own policy of insurance.
3. Commercial Automobile Liability and Property Damage Insurance covering all owned, leased, hired and non-owned vehicles used in connection with the Work with a combined single limit for Bodily Injury and Property Damage of at least \$1,000,000 per occurrence. The limit may be provided through a combination of primary and umbrella/excess liability policies.
4. Umbrella/excess liability insurance with limits of:
- \$5,000,000 per occurrence
 - \$5,000,000 general aggregate

- B. Before commencement of Work, the Contractor shall submit to the Owner for approval two (2) Certificates of Insurance, indicating the Project. Certificates shall provide thirty (30) days' written notice prior to the cancellation, non-renewal, or material modification of any policy. Upon request, the Contractor shall furnish the Owner and the Construction Manager with certified copies of each policy. In addition, where applicable, the Contractor shall provide copies of Certificates of Insurance to the Construction Manager.

Certificates shall be forwarded to Owner in care of: Purchasing

Sammy Li
Purchasing Deputy Director
FIT Purchasing
333 Seventh Avenue, 15th Floor
New York, NY 10001

Certificate(s) of Insurance, when submitted to the Owner, constitutes a warranty by the Contractor that the insurance coverage described is in effect for the policy term shown.

Should the Contractor engage a Subcontractor, the same conditions as are applicable to the Contractor under these insurance requirements shall apply to each Subcontractor of every tier. Proof thereof shall be supplied to the Owner at the address listed above.

- C. All insurance required to be procured and maintained must be procured from insurance companies licensed to do business in the State of New York and rated at least B+ by A.M. Best and Company, or meet such other requirements as are acceptable to the Owner.
- D. Should the Contractor fail to provide or maintain any insurance required by this Contract, the Owner may, after providing written notice to the Contractor, purchase insurance complying with the requirements of this Article and charge back such purchase to the Contractor.
- E. At any time that the coverage provisions and limits on the policies required herein do not meet the provisions and limits set forth above, the Contractor shall immediately cease Work on the Project. The Contractor shall not resume Work on the Project until authorized to do so by the Owner. Any delay or time lost as a result of the Contractor not having insurance required by this Article shall not give rise to a delay claim or any other claim against the Owner or the Client.
- F. Notwithstanding any other provision in this Article, the Owner may require the Contractor to provide, at the expense of the Owner, any other form or limit of insurance necessary to secure the interests of the Owner.
- G. The Contractor shall secure, pay for, and maintain Property Insurance necessary for protection against the loss of owned, borrowed or rented capital equipment and tools, including any tools owned by employees, and any tools or equipment, staging towers, and forms owned, borrowed or rented by the Contractor. The requirement to secure and maintain such insurance is solely for the benefit of the Contractor. Failure of the Contractor to secure such insurance or to maintain adequate levels of coverage shall not render the Additional Insureds or their

agents and employees responsible for any losses; and the Additional Insureds, their agents and employees shall have no such liability.

- H. Neither the procurement nor the maintenance of any type of insurance by the Owner, the Contractor or the Construction Manager shall in any way be construed or deemed to limit, discharge, waive or release the Contractor from any of the obligations or risks accepted by the Contractor or to be a limitation on the nature or extent of said obligations and risks.

SECTION 15.01A – OTHER INSURANCE PROVIDED BY CONTRACTOR

Railroad Protective Liability insurance: If any Work of the Contract is to be performed on or within fifty (50) feet of a railroad property or railroad right of way or will require entrance upon railroad property or right of way or will require assignment of a railroad employee, the Contractor shall provide and maintain a Railroad Protective Liability policy with the policy limits required by the owner(s) of the railroad, including the MTA. For purposes of this paragraph, a subway is a railroad. The policy form shall be ISO-RIMA or an equivalent form approved by the owner(s) of the railroad. The railroad owner(s) shall be the named insured on the policy and the definition of “physical damage to property” shall mean direct and accidental loss of or damage to all property of any named insured and all property in any named insured’s care, custody, or control. If the Contractor shall provide a Railroad Protective Liability insurance policy, the Contractor and any Subcontractor performing on or within fifty (50) feet of railroad property or railroad right of way or entering railroad property or right of way or requiring assignment of a railroad employee shall have their CGL insurance policy endorsed to delete the exclusion of coverage for Work within fifty (50) feet of railroad property.

SECTION 15.02 – GENERAL CONFORMANCE

The Contractor and Subcontractors shall not violate, or be permitted to violate, any term or condition of their insurance policies, and shall at all times satisfy the safety requirements of the Owner and of the insurance companies issuing such policies.

SECTION 15.03 – CONTRACT SECURITY

The Contractor shall furnish a surety bond in an amount at least equal to one hundred (100%) of the Contract price as security for the faithful performance of the Contract and also labor and material bond in the form set forth in the Contract in an amount at least equal to one hundred (100%) of the Contract price for the payment of all persons performing labor or providing materials in connection with the Work. The surety on said bond shall be a surety company authorized to do business in the State of New York and shall be rated at least B+ by A.M. Best and Company, or meet such other requirements as are acceptable to the Owner.

SECTION 15.04 – ADDITIONAL OR SUBSTITUTE BOND

If at any time the Owner shall become dissatisfied with any surety or sureties upon the performance bond, or the labor and material payment bond, or if for any other reason said bonds shall cease to be adequate security to the Owner, the Contractor shall, within five (5) days after notice from the Owner to do so, substitute an acceptable bond or bonds in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on said bond or bonds shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond or bonds to the Owner.

SECTION 15.05 – FAILURE TO COMPLY WITH PROVISIONS OF ARTICLE 15

The Contract may, at the sole option of the Owner, be declared void and of no effect if the Contractor fails to comply with the provisions of Article 15.

ARTICLE 16 -- USE OR OCCUPANCY PRIOR TO ACCEPTANCE BY OWNER

SECTION 16.01 – OCCUPANCY PRIOR TO ACCEPTANCE

NOT APPLICABLE

ARTICLE 17 -- PAYMENT

SECTION 17.01 – PROVISION FOR PAYMENT

- A. The Owner may make a partial payment to the Contractor on the basis of an approved estimate of the Work performed during each preceding business month. The Owner shall retain ten percent (10%) of the amount of each said estimate.

The Contractor shall submit a detailed Contract Payment Breakdown prior to the Contractor's first application for payment. The model contract payment breakdown included in the Contract Documents shall establish the minimum level of detail required for the Contractor's payment breakdown. It is understood and the Contractor acknowledges that this model is included as an administrative tool for

the purpose of illustrating a format and minimum level of detail required for the Contract Payment Breakdown and shall not be considered as delineating the Contractor's Scope of Work. The Owner may request further and more detailed Contract Payment Breakdown. Further, the Owner reserves the right to accept only those cost distributions which, in the Owner's opinion, are reasonable, equitably balanced and correspond to the estimated quantities in the Contract Documents.

No payment shall be made by the Owner until the Contract Payment Breakdown is approved by the Owner.

Each monthly partial payment requisition must include Affirmative Action Form AAP 7.0, Contractor's Compliance Report, properly executed, as a condition precedent to requisition payment by the Owner.

- B. In preparing estimates for partial payment, material delivered to the Site and properly stored and secured at the Site, and Material approved to be stored off-site under such conditions as the Owner shall prescribe may be taken into consideration. All costs related to the storage of materials are the sole responsibility of the Contractor.

The Owner will provide an Agreement for Materials Stored Off-Site and specific forms which the Contractor must complete and submit with any request for approval of partial payment for such material. Required information includes but is not limited to: a general description of the material; a detailed list of the materials; a pre-approved storage area; segregation and identification of the material; insurance covering full value against all risks of loss or damage, with non-cancellation provision; immediate replacement agreement in event of loss or damage; agreement to pay the expense of all inspections of the material; ownership provisions; delivery guarantee; project completion statement; bill of sale, releases, and inventory.

- C. Any partial payment made shall not be construed as a waiver of the right of the Owner to require the fulfillment of all the terms of the Contract.
- D. After the Owner has determined Substantial Completion of the Work, the Contractor shall submit to the Owner, for the Owner's approval, a detailed estimate of the value of the known remaining items of Work as set forth by the Owner and a schedule of completion for said items of Work. The Owner shall review that estimate and make the final determination.

The Owner, when all the Work is substantially complete, shall pay to the Contractor the balance due the Contractor pursuant to the Contract, less:

1. two (2) times the value of any remaining items of Work to be completed or corrected; and
2. an amount necessary to satisfy any and all claims, liens or judgments against the Contractor.

As the remaining items of Work are completed and accepted by the Owner, the

Owner shall pay the appropriate amount pursuant to the duly completed and submitted monthly requisitions.

The list of remaining Work items may be expanded to include additional items of corrective or completion Work until final acceptance as certified by the Owner's execution of "Notification of Construction Completion". Appropriate payments may be withheld to cover the value of these items pursuant to this Section.

- E. All Monthly Requisitions submitted by the Contractor shall be on AIA documents G702 and G703. The Contractor shall furnish such affidavits, vouchers and receipts as to delivery and payment for materials as required by the Owner to substantiate each and every payment requested. The Contractor and its Subcontractors will submit with all applications for payment copies of the certified payrolls and certification of payment of wage supplements in a form satisfactory to the Owner. The submission of Contractor and Subcontractor certified payrolls is required at least monthly. No progress payments will be processed without submission by the Contractor of properly executed Affidavit of Payment and Release of Liens (AIA Documents G706 and G706A).”

Section 17.02 - Acceptance of the First Payment Pursuant to Section 17.01 D. of the Contract Constitutes Release

The acceptance by the Contractor of the first payment pursuant to Section 17.01 D. shall be and shall operate as a release to the Owner of all claims by and all liability to the Contractor for all things in connection with the Work and for every act and neglect of the Owner and others relating to or arising out of the Work. No payment, final or otherwise, shall operate to release the Contractor or the Contractor's sureties from any obligations under this Contract or the performance or labor and material payment bonds.

SECTION 17.03 – RELEASE AND CONSENT OF SURETY

Notwithstanding any other provision of the Contract Documents to the contrary, the first payment pursuant to Section 17.01 D. shall not become due until the Contractor submits to the Owner a General Release and a Consent of Surety to said payment pursuant to Section 17.01 D., both in form and content acceptable to the Owner.

SECTION 17.04 - LIENS

Upon the Owner's receipt of a lien, a sum which shall be one and one-half (1 1/2) times the amount stated to be due in the notice of lien shall be deducted from the current payment due the Contractor. This sum shall be withheld until the lien is discharged.

SECTION 17.05 – WITHHOLDING OF PAYMENTS

- A. The Owner may withhold from the Contractor any part of any payment as may, in the judgment of the Owner, be necessary:
 - 1. to assure payment of just claims of any persons supplying labor or materials for the Work;
 - 2. to protect the Owner from loss due to defective Work not remedied; or
 - 3. to protect the Owner, Construction Manager or Consultant from loss due to failure to defend, loss due to injury to persons or damage to the Work or property of other contractors, Subcontractors or others caused by the act or neglect of the Contractor or Subcontractors.
 - 4. to assure payment of fines and penalties which may be imposed on the Contractor pursuant to the provisions of this Contract.
- B. The Owner shall have the right to apply any such amounts so withheld, in such manner as the Owner may deem proper to satisfy said claims, fines and penalties or to secure said protection. Said application of the money shall be deemed payments for the account of the Contractor.
- C. The provisions of this Article 17 are solely for the benefit of the Owner, and any action or non-action hereunder by the Owner shall not give rise to any liability on the part of the Owner.

SECTION 17.06 – OWNER’S RIGHT TO AUDIT AND INSPECTION OF RECORDS

The Contractor shall maintain and keep, for a period of at least six (6) years after the date of final payment, all records and other data relating to the Work, including records of Subcontractors and material suppliers. The Owner or the Owner's Representative shall have the right to inspect and audit all records and other data of the Contractor, Subcontractors and material suppliers relating to the Work.

SECTION 17.07 – FALSE STATEMENTS/INFORMATION

- A. False statements, information or data submitted on or with applications for payment may result in one or more of the following actions:
 - 1. Termination of the Contract for cause;
 - 2. Disapproval of future bids or contracts and sub-contracts;
 - 3. Withholding of final payment on the Contract; and
 - 4. Civil and/or criminal prosecution.

- B. These provisions are solely for the benefit of the Owner, and any action or non-action hereunder by the Owner shall not give rise to any liability on the part of the Owner.

ARTICLE 18 -- TAX EXEMPTION

SECTION 18.01 – TAX EXEMPTION

- A. The Owner is exempt from payment of Federal, State, local taxes and sales and compensating use taxes of the State of New York and of cities and counties on all materials and supplies incorporated into the completed Work. These taxes are not to be included in bids. This exception does not apply to tools, machinery, equipment or other property leased by or to the Contractor or a Subcontractor, or to supplies and materials which, even though they are consumed, are not incorporated into the completed Work, and the Contractor and Subcontractors shall be responsible for and pay any and all applicable taxes, including sales and compensating use taxes, on said leased tools, machinery, equipment or other property and upon all said unincorporated supplies and materials.
- B. The Contractor and Subcontractors shall obtain any and all necessary certificates or other documentation from the appropriate governmental agency or agencies, and use said certificates or other documentation as required by law, rule or regulation.

ARTICLE 19 -- GUARANTEE

SECTION 19.01 - GUARANTEE

The Contractor shall in all respects guarantee the Work to the Owner and be responsible for all material, equipment and workmanship of the Work. The Contractor shall forthwith repair, replace or remedy in a manner approved by the Owner, any said material, equipment, workmanship, or other part of the Work found by the Owner to be defective or otherwise faulty and not acceptable to the Owner, which defect or fault appears during the minimum period of one (1) year, or such longer period as may be prescribed by the Contract, from the date of Construction Completion or any part thereof, by the Owner. The Contractor shall also pay for any damage to the Work resulting from said defect or fault.

ARTICLE 20 -- STANDARD PROVISIONS

SECTION 20.01 – PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted therein and the Contract shall read and shall be enforced as though so included therein.

SECTION 20.02 – COMPLIANCE WITH LAWS, RULES AND REGULATIONS

The Contractor shall comply fully with all applicable laws, rules and regulations.

SECTION 20.03 – LAW GOVERNING THE CONTRACT

The Contract shall be governed by the laws of the state of New York.

SECTION 20.04 - ASSIGNMENT

The Contractor shall not assign the Contract in whole or in part without prior written consent of the Owner. If the Contractor assigns all or part of any moneys due or to become due under the Contract, the instrument of assignment shall contain a clause substantially to the effect that the Contractor and assignee agree that the assignee's right in and to any moneys due or to become due to the Contractor shall be subject to all prior claims for services rendered or materials supplied in connection with the performance of the Work.

SECTION 20.05 – NO THIRD PARTY RIGHTS

Nothing in the Contract shall create or shall give to third parties any claim or right of action against the Owner, the Fashion Institute of Technology, the State University of New York, Board of Education of the City of New York, the City or State of New York and the Construction Manager beyond such as may legally exist irrespective of the Contract.

SECTION 20.06 – CONTRACT DEEMED EXECUTORY

The Contractor agrees that the Contract shall be deemed executory to the extent of moneys available and that no liability shall be incurred by the Owner beyond the moneys available therefore.

SECTION 20.07 – ANTI-RIOT PROVISIONS

- A. The Contractor agrees that no part of the Contract funds shall be used to make payments, give assistance, or supply services, in any form, to any individual convicted in any Federal, State or local court of competent jurisdiction for inciting, promoting, or carrying on a riot or engaging in any group activity resulting in material damage to property or injury to persons found to be in violation of Federal, State or local laws designed to protect persons or property.
- B. The Contractor and each Subcontractor shall notify their employees of all rules and

regulations adopted pursuant to Article 129-A of the Education Law of the State of New York. Notices containing the text of the aforementioned rules and regulations shall be posted by the Contractor at the Site.

SECTION 20.08 – DOMESTIC STEEL

The Contractor agrees, that if the value of this contract exceeds \$100,000 all structural steel, reinforcing steel and other major steel items to be incorporated in the Work of this Contract shall be produced and made in whole or substantial part in the United States, its territories or possessions.

SECTION 20.09 – PROTECTION OF LIVES AND HEALTH

- A. Each Contractor and Subcontractor shall comply with all applicable provisions of the laws of the State of New York, the United States of America and with all applicable rules and regulations adopted or promulgated by agencies or municipalities of the State of New York or the United States of America. The Contractor's and Subcontractor's attention is specifically called to the applicable rules and regulations, codes and bulletins of the New York State Department of Labor and to the standards imposed under the Federal Occupational Safety and Health Act of 1970, as amended.
- B. The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment of Work under the Contract, and shall immediately notify the Owner in writing of any injury which results in hospitalization or death. The Contractor shall provide to the Owner a copy of Form C-2, Employers Report of Injury/Illness within twenty- four (24) hours of any job related injury on the Owner's job site. Further, a copy of the OSHA Log of Injury and Illness shall also be provided to the Owner for any reporting period in which a job related injury or illness is recorded. The Contractor shall also provide a list of witnesses to the Owner. The list shall include at least the full name, home address, occupation and telephone number of each person who saw or has knowledge of the incident which caused the injury or illness.
- C. The Contractor alone shall be responsible for the safety, efficiency and adequacy of the Contractor's Work, plant, appliances and methods, and for any damage which may result from the failure or the improper construction, maintenance or operation of such Work, plant, appliances and methods.
- D. If, in the performance of the Work, a harmful hazard is created for which appliances or methods of elimination have been approved by regulatory authorities, the Contractor shall install, maintain and operate said appliances or methods.
- E. The Owner may impose a payment penalty on the Contractor for any act of non-compliance with this section. The payment penalty shall not exceed one twentieth

(1/20) of the Contract price or a maximum of One Thousand Dollars (\$1,000.00) for each time the Contractor fails to perform or to provide the information, reports or forms required in this section. This payment penalty is not exclusive, the Owner may avail itself of any other contractual remedy available.

- F. The Owner, Owner's Representative, or Architect may inspect the Site at any time without notice to the Contractor. If the Owner or its representatives find that the Contractor is not complying with Section 20.10 A or any other provision of Section 20.10, the Owner may send written notice to the Contractor to correct any deficiency. Upon re-inspection, if the Owner finds the deficiencies have not been corrected, or in instances where a safety violation (s) must be corrected before Work continues and the Contractor is given three (3) hours to make correction (s) and they are not made, the Owner may let a separate contract to correct any deficiencies and back charge the cost of the separate contract to the Contractor at a premium rate. The Contractor cannot pass these additional charges on to the Owner. No action taken under this section shall be deemed as a basis for any delay claim or any other claim against the Owner by the Contractor.

- G. The Contractor shall preserve and safeguard the scene of an accident involving a ladder, scaffold, mobile machinery, equipment, safety railing or uncovered floor opening or any other incident where the injured person required emergency medical treatment. The Contractor shall "tape off" the area, and not allow any material object or property to be altered, changed, moved or removed from the accident site. In addition to "taping off" the accident site, the Contractor shall telephone and send a facsimile or email to Owner immediately, and post a person at the accident site to protect it. Safeguarding and protecting the accident site shall only be abandoned by the Contractor upon release by the Owner or the Owner's Representative. Failure of the Contractor to comply with the provisions of this paragraph shall be deemed a breach of this Contract. In addition to any other contractual remedies available, the Owner may satisfy the breach by imposing the penalties set out in paragraph 20.10 E or void the entire Contract and retain any or all amounts due the Contractor under this Contract.

SECTION 20.10 – PROHIBITED INTERESTS / ETHICAL CONDUCT

- A. No officer, employee, architect, attorney, engineer, inspector or consultant of or for the Owner authorized on behalf of the Owner to exercise any legislative, executive, administrative, supervisory or other similar functions in connection with the Contract or the Work, shall become personally interested, directly or indirectly, in the Contract, material supply contract, subcontract, insurance contract, or any other contract pertaining to the Work.
- B. The Owner strongly discourages the Contractor from offering or giving anything of value to employees of the Owner under circumstances which may constitute, or even suggest, impropriety. Contractor, or its agents, shall not directly or indirectly offer or give any gift whether in the form of money, service, loan, travel, lodging, meals, refreshments, entertainment, discount, forbearance or promise, or in any other form, to an employee or any representatives of the Owner.
- C. To promote a working relationship with the Owner based on ethical business practices, the Contractor shall:
- furnish all goods, materials and services to the Owner as contractually required and specified,
 - submit complete and accurate reports to the Owner and its representatives as required,
 - not seek, solicit, demand or accept any information, verbal or written, from the Owner or its representatives that provides an unfair advantage over a competitor,
 - not engage in any activity or course of conduct that restricts open and fair competition on Owner-related projects and transactions,
 - not engage in any course of conduct with Owner employees or its representatives that constitutes a conflict of interest, in fact or in appearance, and
 - not offer or give any unlawful gifts or gratuities, or engage in bribery or other criminal activity.
- D. The Owner encourages the Contractor to advance and support ethical business conduct and practices among its directors, officers and employees, through the adoption of corporate ethics awareness training programs and written codes of conduct.
- E. Although the Contractor may employ relatives of Owner's employees, the Owner must be made aware of such circumstances as soon as possible, in writing, to ensure a conflict of interest situation does not arise. The Owner reserves the right to request that the Contractor modify the work assignment of a relative of an Owner's

employee or representative where a conflict of interest, or the appearance thereof, is deemed to exist.

- F. The Contractor may hire former employees of the Owner. However, as a general rule, former employees of the Owner may neither appear nor practice before the Owner, nor receive compensation for services rendered on a matter before the Owner, for a period of *two (2) years* following their separation from service with the Owner. In addition, former employees of the Owner are subject to a "*lifetime bar*" from appearing before the Owner or receiving compensation for services regarding any transaction in which they personally participated or which was under their active consideration during their tenure with the Owner.
- G. The Contractor agrees to notify Stephen Tuttle, Esq., the Owner's attorney, at (212) 217-4030 of any activity by an employee of the Owner that is inconsistent with the contents of this Section.
- H. Any violation of these provisions shall justify termination of this Contract and may result in Owner's rejection of the Contractor's bids or proposals for future contracts.

SECTION 20.11 – STATE AND FEDERAL LABOR LAW PROVISIONS

- A. Although the Work of this Contract is not public work, the Owner intends that all applicable provisions of the Labor Law of the State of New York shall be carried out in the performance of the Work.
- B. The Contractor specifically agrees to comply with Labor Law, Sections 220 and 220-d as amended, that:
 - 1. no laborer, workman or mechanic, in the employ of the Contractor, Subcontractor or other person doing or contracting to do the whole or any part of the Work contemplated by the Contract shall be permitted or required to work more than eight (8) hours in any one (1) calendar day and more than five (5) days in any one week, except in the extraordinary emergencies set forth in the Labor Law;
 - 2. the wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law;
 - 3. the minimum hourly rate of wage to be paid and supplement provided shall be not less than that stated in the Contract and as shall be designated by the Industrial Commissioner of the State of New York; and
 - 4. the Contractor and every Subcontractor shall post in a prominent and accessible place on the Site, a legible statement of all minimum wage rates and supplements to be paid or provided for the various classes of laborers and mechanics to be engaged in the Work and all deductions, if any,

required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.

- C. The minimum wage rates, if any, herein specified for apprentices shall apply only to persons working with the tools of the trade which such persons are learning under the direct supervision of journeyman mechanics. Except as otherwise required by law, the number of apprentices in each trade or occupation employed by the Contractor or any Subcontractor shall not exceed the number permitted by the applicable standards of the New York State Department of Labor, or, in the absence of such standards, the number permitted under the usual practice prevailing between the unions and the employers' association of the respective trades or occupations.
- D. All employees of the Contractor and each Subcontractor shall be paid in accordance with the provisions of the Labor Law. Certified payroll copies shall be provided to the Owner as specified in these General Conditions and otherwise upon request.
- E. The Contractor agrees that, in case of underpayment of wages to any worker engaged in the Work by the Contractor or any Subcontractor, the Owner shall withhold from the Contractor out of payments due an amount sufficient to pay such worker the difference between the wages required to be paid under the Contract and the wages actually paid such worker for the total number of hours worked, and that the Owner may disburse such amount so withheld by the Owner for and on account of the Contractor to the employee to whom such amount is due. The Contractor further agrees that the amount to be withheld pursuant to this paragraph may be in addition to the percentages to be retained by the Owner pursuant to other provisions of the Contract.
- F. Pursuant to subdivision 3 of section 220 and section 220-d of the Labor Law the Contract shall be forfeited and no sum paid for any Work done thereunder upon a Contractor's or Subcontractor's second conviction for willfully paying or providing less than:
 - 1. the stipulated wage scale or supplement as established by the fiscal officer, or
 - 2. less than the stipulated minimum hourly wage scale as designated by the Industrial Commissioner.
- G. Pursuant Labor Law, Section 220-e, the Contractor specifically agrees:
 - 1. That in the hiring of employees for the performance of Work under the Contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, but limited to operation performed within the territorial limits of the State of New York, no Contractor, Subcontractor, nor any person acting on behalf of such Contractor or Subcontractor, 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;

2. That no Contractor, Subcontractor, nor any person on behalf of such Contractor or Subcontractor shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under the Contract on account of race, creed, color, disability, sex or national origin;
3. That there may be deducted from the amount payable to the Contractor, by the Owner under the Contract, a penalty of fifty dollars (\$50.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the terms of the Contract; and
4. That the Contract may be canceled or terminated by the Owner and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the Contract, or when one final determination involves the falsification of payroll records or the kickback of wages and/or supplements.

H. The Contractor specifically agrees:

1. That the Contractor shall certify its payrolls and keep these certified records on site and available, and provide copies to the Owner upon request.
2. That the Contractor shall provide each worker with a written notice informing the worker of the prevailing wage requirements for the job. The notice shall contain a simple statement or declaration for the worker's

SECTION 20.12 - NONDISCRIMINATION

During the performance of the Work, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion/creed, color, sex, sexual orientation, gender, gender identity/expression, national origin, age, disability, marital status, or any other protected category.
- B. If directed to do so by the Commissioner of Human Rights, the Contractor will send to each labor union or representative of workers with which the Contractor has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commissioner of Human Rights, advising such labor union or representative of the Contractor's agreement under clauses A through G (hereinafter called "non-discrimination clauses"). If the Contractor was directed to do so by the Owner as part of the bid or negotiation of this Contract, the Contractor shall request such labor union or representative to furnish a written statement that such labor union or representative will not discriminate because of race, creed, color, sex, national origin, age, disability or marital status, and that such labor union or representative will cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these nondiscrimination clauses and that it consents and agrees that recruitment, employment and the terms and conditions of employment under this Contract shall be in accordance with the purposes and provisions of these nondiscrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the Contractor shall promptly notify the State Commissioner of Human Rights of such failure or refusal.
- C. If directed to do so by the Commissioner of Human Rights, the Contractor shall post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commissioner of Human Rights setting forth the substance of the provisions of clauses A and B and such provisions of the State's laws against discrimination as the State Commissioner of Human Rights shall determine.
- D. The Contractor shall state, in all solicitations or advertisement for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, sex, national origin, age, disability or marital status.
- E. The Contractor shall comply with the provisions of Section 290-299 of the Executive Law and with the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commissioner of Human Rights under these nondiscriminatory clauses and such sections of the Executive Law, and will permit access to the Contractor's books, records and accounts by the State Commissioner for the purposes of investigation to ascertain compliance with these nondiscrimination clauses and such sections of the Executive Law and Civil Rights Law.

- F. This Contract may be forthwith canceled, terminated or suspended, in whole or in part, by the Owner upon the basis of a finding made by the State Commissioner of Human Rights that the Contractor has not complied with these nondiscrimination clauses, and the Contractor may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the State, until the Contractor satisfies the State Commissioner of Human Rights that the Contractor has established and is carrying out a program in conformity with the provisions of these nondiscrimination clauses. Such finding shall be made by the State Commissioner of Human Rights after conciliation efforts by the Commissioner have failed to achieve compliance with these nondiscrimination clauses and after a verified complaint has been filed with the Commissioner, notice thereof has been given to the Contractor and an opportunity has been afforded the Contractor to be heard publicly in accordance with the Executive Law. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law.
- G. The Contractor shall include the provisions of clauses A through F above in every subcontractor purchase order in such a manner that such provisions will be binding upon each Subcontractor or vendor as to operation to be performed within the State of New York. The Contractor shall take such action in enforcing such provisions of such Subcontract or purchase order as the State Commissioner of Human Rights or the Owner may direct, including sanctions or remedies for noncompliance. If the Contractor becomes involved in or is threatened with litigation with a Subcontractor or vendor as a result of such direction by the State Commissioner of Human Rights or the Owner, the Contractor shall promptly so notify the Attorney General, requesting the Attorney General to intervene and to protect the interests of the State of New York.

SECTION 20.13 – LIMITATION ON ACTIONS

No action or proceeding shall lie in favor of or shall be maintained by the Contractor against the Owner unless such action shall be commenced within six (6) months after receipt by the Owner of the Contractor's final requisition or, if the Contract is terminated by the Owner, unless such action is commenced within six (6) months after the date of such termination.

SECTION 20.14 – WAIVER OF REMEDIES

Inasmuch as the Contractor can be compensated adequately by money damages for any breach of the Contract which may be committed by the Owner, the Contractor agrees that no default, act or omission of the Owner shall constitute a material breach of Contract entitling the Contractor to cancel or rescind the same or to suspend or abandon performance thereof; and the Contractor hereby waives any and all rights and remedies to which the Contractor might otherwise be or become entitled to because of any wrongful act or omission of the Owner saving only the Contractor's right to money damages.

SECTION 20.15 – WAIVER OF CERTAIN CAUSES OF ACTION

No action or proceeding shall lie or shall be maintained by the Contractor, nor anyone claiming under or through the Contractor, against the Owner upon any claim arising out of or based upon the Contract, relating to the giving of notices or information.

SECTION 20.16 – CONTRACTOR RELATIONSHIP

The relationship created by the Contract between the Owner and the Contractor is one of an independent contractor and it is no way to be construed as creating an agency relationship between the Owner and the Contractor nor is it to be construed as, in any way or under any circumstances, creating or appointing the Contractor as an agent of the Owner for any purpose whatsoever.

SECTION 20.17 – FAILURE TO COMPLY WITH THIS ARTICLE

The Contract shall be void and of no effect unless the Contractor complies with the provisions of this Article 20.

SECTION 20.18 – YEAR 2000 WARRANTY

SECTION DELETED

SECTION 20.19 – FALSE RECORDS/KICKBACKS

The Contractor agrees that this Contract may be canceled or terminated for cause by the Owner and all moneys due or to become due hereunder may be forfeited upon the Owner's determination that the Contractor has submitted false records to the Owner and/or that the Contractor has participated in the kickback of wages. Said determination by the Owner must first allow the Contractor an opportunity to show why its Contract should not be canceled or terminated for cause for said actions.

ARTICLE 21- COOPERATION WITH INVESTIGATIONS

The Contractor agrees to cooperate fully and faithfully with any investigation, audit or inquiry conducted by the Owner or any other duly authorized representative of the Owner ("Representative").

The Contractor shall grant the Owner or the Representative the right to examine all books, records, files, accounts, computer records, documents and correspondence, including electronically-stored information, in the possession or control of the Contractor, its subsidiaries and affiliated companies and any other company directly or indirectly controlled by the Contractor, relating to the Contract. These shall include, but not be limited to: Subcontracts; bid files; payroll and personnel records; cancelled checks; correspondence; memoranda; reports; audits; vendor qualification records; original estimate files; change order/amendment estimate files; detailed worksheets; Subcontractor, consultant and supplier proposals for both successful and unsuccessful bids; back-charge logs; any records detailing cash, trade, or volume discounts earned; insurance proceeds, rebates or dividends received; payroll and personnel records; tax returns, and the supporting documentation for the aforesaid books and records.

At the Owner's or the Representative's request, said materials shall be provided in a computer readable format, where available. At the request of the Owner or the Representative, the Contractor shall execute such documents, if any, as are necessary to give the Owner or the Representative access to Contract-related books, documents or records which are, in whole or part, under control of the Contractor but not currently in the Contractor's physical possession. The Contractor shall not enter into any agreement with a Subcontractor, consultant or supplier, in connection with the Contract, that does not contain a right to audit clause in favor of the Owner. The Contractor shall assist the Owner or the Representative in obtaining access to past and present Subcontractor, consultant and supplier amendment/change order files (including detailed documentation covering negotiated settlements), accounts, computer records, documents, correspondence, and any other books and records in the possession of Subcontractors, consultants and suppliers pertaining to the Contract, and, if appropriate, enforce the right-to-audit provisions of such agreements.

The Contractor shall assist the Owner or the Representative in obtaining access to, interviews with, and information from all former and current persons employed and/or retained by the Contractor, for purposes of the Contract.

The Contractor shall require each Subcontractor to include in all agreements that the

Subcontractor may hereinafter enter into with any and all Subcontractors, consultants and suppliers, in connection with the Contract, a right-to-audit clause in favor of the Owner conferring rights and powers of the type outlined in this section. The Contractor shall not enter into any Subcontract with a Subcontractor in connection with the Contract that does not contain such a provision.

The Contractor shall not make any payments to a Subcontractor, consultant or supplier from whom the Contractor has failed to obtain and supply to the Owner or the Representative complete, accurate and truthful information in compliance with a request from the Owner or the Representative to the Contractor.

Any violation of the provisions of this Article shall justify termination of this Contract and may result in the Owner's rejection of the Contractor's bids or proposals for future contracts.

SECTION VI.

LABOR & MATERIAL PAYMENT BOND

LABOR & MATERIAL PAYMENT BOND

KNOW ALL BY THESE PRESENTS:

That _____
(Here insert the name and address or legal title of the Contractor)

as Principal, hereinafter called Principal, and _____

(Here insert the legal title of Surety)

(Address)

as Surety, hereinafter called Surety, are held and firmly bound unto The Fashion Institute of Technology, as applicable, as Obligee, hereinafter called Owner, for the use and benefit of the claimants as hereinbelow defined, in the amount of _____

_____ and /100 Dollars (\$_____)

WHEREAS, Principal has by written agreement dated _____

entered into a Contract with Owner for _____

in accordance with the Contract Documents and any changes thereto, which are made a part hereof, and are hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise such obligation shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct Contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full

before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:
 - a. Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two (2) of the following: 1) the Principal, 2) the Owner, or 3) the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner, or Surety, at any place where an office is regularly maintained by said Principal, Owner, or Surety for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer.
 - b. After the expiration of one (1) year following the date on which Principal ceased work of said Contract, however, if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - c. Other than in a State court of competent jurisdiction in and for the county or other political subdivision of the State in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
4. The penal sum of this Bond is in addition to any other Bond furnished by the Contractor and in no way shall be impaired or affected by any other Bond.
5. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanics' Liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this Bond.

Signed this _____ day of _____ 20__.

IN THE PRESENCE OF:

(Principal)

(Surety)

(Signature)

(Signature)

(Print Name and Title)

(Print Name and Title)

(Address)

(Address)

(City, State, Zip)

(City, State, Zip)

Telephone (____) _____

Fax No. _____

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

STATE OF _____) ss:

COUNTY OF _____)

On the _____ day of _____ in the year 20__, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that (s)he resides at _____, that (s)he is the _____ of _____, the corporation described in and which executed the above instrument; and that (s)he signed her/his name thereto by order of the Board of Directors of said corporation.

Notary Public

ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP

STATE OF _____)ss:

COUNTY OF _____)

On the _____ day of _____ in the year 20__, before me personally came

_____, to me known and known to me to be a member of the firm _____, described in and who executed the foregoing instrument, and (s)he duly acknowledged to me that (s)he executed the same for and in behalf of said firm for the uses and purpose mentioned therein.

Notary Public

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

STATE OF _____) ss:

COUNTY OF _____)

On the _____ day of _____ in the year 20__, before me personally came

_____, to me known and known to me to be the person described in and who executed the foregoing instrument and (s)he duly acknowledged that (s)he executed the same.

Notary Public

ACKNOWLEDGEMENT OF SURETY

STATE OF NEW YORK)

COUNTY OF _____) ss:

On the _____ day of _____ in the year 20__, before me personally came

_____ to me known, who, being by me duly sworn, did depose and say that (s)he resides at _____

_____, that (s)he is the _____ of _____, the corporation described in and which executed the above instrument; and that (s)he signed her/his name thereto by order of the Board of Directors of said corporation.

Notary Public

SECTION VII.
PERFORMANCE BOND

PERFORMANCE BOND

KNOW ALL BY THESE PRESENTS:

That _____
(Here insert the name and address or legal title of the Contractor)

as Principal, hereinafter called Principal, and _____

(Here insert the legal title of Surety)

(Address)

as Surety, hereinafter called Surety, are held and firmly bound unto The Fashion Institute of Technology, as applicable, as Obligee, hereinafter called Owner, in the amount of _____ and ____ /100 Dollars (\$ _____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, CONTRACTOR has by written agreement dated _____ entered into a Contract with Owner for _____

in accordance with the Contract Documents and any changes thereto, which are made a part hereof, and are hereinafter referred to as the Contract.

1. If the Contractor performs the Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 2.1.
2. If there is no Owner default, the Surety's obligation under this Bond shall arise after:
 - 2.1 The Owner has notified the Contractor, the Surety at its address described in Paragraph 8. below that the Owner is considering declaring a Contractor in default.
 - 2.2 The Owner has declared a Contractor in default and formally terminated the Contractor's right to complete the Contract.

- 2.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Contract or to a Contractor selected to perform the Contract in accordance with the terms of the Contract with the Owner.
3. When the Owner has satisfied the conditions of Paragraph 2 herein., the Surety shall, at the Owner's option, promptly and at the Surety's expense take on the following actions:
 - 3.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Contract; or
 - 3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the Owner and the Contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified Surety equivalent to the bonds issued on the Contract, and pay to the Owner the amount of damages as described in Paragraph 5. in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor default.
4. If the Surety does not proceed with reasonable promptness, the Surety shall be deemed to be in default on this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner.
5. After the Owner has terminated the Contractor's right to complete the Contract, and if the Surety elects to act under Subparagraph 3.1, 3.2, or 3.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:
 - 5.1 The responsibilities of the Contractor for correction of defective work and completion of the Contract;
 - 5.2 Additional legal, design, professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 3.; and
 - 5.3 Liquidated Damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the Contractor. 3
6. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.
7. The Surety hereby waives notice of any change, including changes of time, to the Contract

or to related subcontracts, purchase orders, and other obligations.

8. Notice of the Surety and the Contractor shall be mailed or delivered to the address shown on the signature page. Notice to the Owner shall be mailed or delivered to the address shown in the preamble.
9. Definitions:
 - 9.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Contract.
 - 9.2 Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 9.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
 - 9.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

The penal sum of this Bond is in addition to any other Bond furnished by the Contractor and in no way shall be impaired or affected by any other Bond.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which Final Payment is made under this Contract.

Signed this _____ day of _____ 20__.

IN THE PRESENCE OF:

(Principal)

(Surety)

(Signature)

(Signature)

(Print Name and Title)

(Print Name and Title)

(Address)

(Address)

(City, State, Zip)

(City, State, Zip)

Telephone (____) _____

Fax No. _____

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

STATE OF _____) ss:

COUNTY OF _____)

On the _____ day of _____ in the year 20__, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that (s)he resides at _____, that (s)he is the _____ of _____, the corporation described in and which executed the above instrument; and that (s)he signed her/his name thereto by order of the Board of Directors of said corporation.

Notary Public

ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP

STATE OF _____)ss:

COUNTY OF _____)

On the _____ day of _____ in the year 20__, before me personally came _____, to me known and known to me to be a member of the firm _____, described in and who executed the foregoing instrument, and (s)he duly acknowledged to me that (s)he executed the same for and in behalf of said firm for the uses and purpose mentioned therein.

Notary Public

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

STATE OF _____) ss:

COUNTY OF _____)

On the _____ day of _____ in the year 20__, before me personally

came _____, to me known and known to me to be the person described in and who executed the foregoing instrument and (s)he duly acknowledged that (s)he executed the same.

Notary Public

ACKNOWLEDGEMENT OF SURETY

STATE OF NEW YORK)

COUNTY OF _____) ss:

On the _____ day of _____ in the year 20__, before me personally came

_____ to me known, who, being by me duly sworn, did depose and say that (s)he resides at _____, that (s)he is the _____ of _____, the corporation described in and which executed the above instrument; and that (s)he signed her/his name thereto by order of the Board of Directors of said corporation.

Notary Public

SECTION VIII.
FORM OF BID

SECTION IX.
NON-COLLUSIVE
BIDDING
CERTIFICATION

Non-collusive Bidding Certification

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 its knowledge and belief:

1. The prices in the 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 the 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.

Firm Name _____

Address _____

By _____
(Signature and Title)

Dated: _____

Telephone (____) _____ Fax No. (____) _____

(Taxpayer ID or Social Security Number)

ACKNOWLEDGEMENT OF BIDDER, IF A CORPORATION

STATE OF NEW YORK)
COUNTY OF _____) ss:

On the ____ day of _____, 20__ , before me personally came _____
to me known, who, being by me duly sworn, did depose and say that (s)he resides at _____
_____, that (s)he is the _____ of _____
_____, the corporation described in and which executed the above instrument;
and that (s)he signed her/his name thereto by order of the Board of Directors of said corporation.

Notary Public

ACKNOWLEDGEMENT OF BIDDER, IF A PARTNERSHIP

STATE OF NEW YORK)
COUNTY OF _____) ss:

On the ____ day of _____, 20__, before me personally came _____
to me known and known to me to be a member of the firm _____
_____, described in and who executed the foregoing instrument, and (s)he duly
acknowledged to me that (s)he executed the same for and in behalf of said firm for the uses and
purposes mentioned therein.

Notary Public

ACKNOWLEDGEMENT OF BIDDER, IF AN INDIVIDUAL

STATE OF NEW YORK)
COUNTY OF _____) ss:

On the ____ day of _____, 20__, before me personally came _____
to me known and known to me to be the person described in and who executed the foregoing
instrument, and (s)he duly acknowledged that (s)he executed the same.

Notary Public

SECTION X:

SUBSTITUTION FORM REQUEST

FASHION INSTITUTE OF TECHNOLOGY

SUBSTITUTION REQUEST FORM

1.1 CONDITIONS OF SUBSTITUTIONS

- A. Substitution indicated on this Form is a proposed substitute to requirements indicated in the Contract Documents. Substitution listed has not been included in an Addendum. Submit one Form for each proposed substitution.
- B. For each proposed Substitution, state difference in price or "No Change" where Substitution is offered.
- C. Attach complete technical data, specifications, and description of substitutions.
- D. Architect reserves the right to accept or reject any or all proposed substitutions.

1.2 SUBSTITUTION REQUEST

The following information is hereby submitted for a substitution to the specified item.

Specification Section and Title: _____

Paragraph _____ Page _____ Specified Item _____

Proposed Substitution: _____

Manufacturer: _____ Address: _____ Phone: _____

Trade Name: _____ Model No: _____

Price Difference: _____ or No Change _____

The Undersigned certifies:

- A. Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- B. Same warranty will be furnished for proposed substitution as for specified product.
- C. Same maintenance service and source of replacement parts, as applicable is available.
- D. Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- E. Proposed substitution does not affect dimensions and functional clearances.
- F. Payment will be made for changes to the building design, including A/E design, detailing, and construction costs caused by the substitution.

Submitted by: _____

Signed by: _____

Firm: _____

Address: _____

Telephone: _____ FAX: _____

ARCHITECT'S REVIEW AND ACTION

- Substitution Approved – Make submittals in accordance with General Requirements
- Substitution Approved As Noted – Make submittals in accordance with General Requirements.
- Substitution Rejected – Use specified materials.
- Substitution Request Received Too Late. Use specified materials.

Signed by: _____

Supporting Data Attached: Drawings Product Data Samples Tests
 Reports Other _____

SECTION XI.
CONTRACT

TO BE SIGNED ONLY UPON AWARD

CONTRACT

This Agreement made as of the _____ day of _____ 20____, by and between the _____, hereinafter referred to as the "OWNER" and _____ hereinafter referred to as the "Contractor", for Work at _____

WITNESSETH: That the **OWNER** and the Contractor for the consideration named agree as follows:

1. The Contractor shall Provide and shall perform all Work of every kind or nature whatsoever required and all other things necessary to complete in a proper and workmanlike manner the _____
_____ in strict accordance with the Contract Documents as defined in the General Conditions (and of which a listing of specifications and drawings are attached hereto) and in strict accordance with such changes as are ordered and approved pursuant to the Contract, and shall perform all other obligations imposed on such Contractor by the Contract.

2. The Contractor agrees to perform all Work and labor required, necessary, proper for, or incidental to the Work, and to Furnish all supplies and materials required, necessary, proper for, or incidental to the Work for the total sum of _____ and 00/100 Dollars (\$ _____ .00), which sum shall be deemed to be in full consideration for the performance by the Contractor of all the duties and obligations of such Contractor under the Contract.

3. The Contractor shall commence Work on the Contract at a time to be specified in a written notice to proceed issued by the OWNER and complete the project no later than _____.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.

Fashion Institute of Technology

Sherry Brabham, VP of Finance

(Name of Contractor)

By _____
(Signature)

(Print Name and Title)

ACKNOWLEDGEMENT OF CONTRACTOR, IF A CORPORATION

STATE OF _____)
COUNTY OF _____) ss:

On the _____ day of _____ in the year 20 ____, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that (s)he resides at _____, that (s)he is the _____ of _____, the corporation described in and which executed the above instrument; and that (s)he signed her/his name thereto by order of the Board of Directors of said corporation.

Notary Public

ACKNOWLEDGEMENT OF CONTRACTOR, IF A PARTNERSHIP

STATE OF _____)
COUNTY OF _____) ss:

On the _____ day of _____ in the year 20 ____, before me personally came _____ to me known and known to me to be a member of the firm _____, described in and who executed the foregoing instrument, and (s)he duly acknowledged to me that (s)he executed the same for and in behalf of said firm for the uses and purpose mentioned therein.

Notary Public

ACKNOWLEDGEMENT OF CONTRACTOR, IF AN INDIVIDUAL

STATE OF _____)
COUNTY OF _____) ss:

On the _____ day of _____ in the year 20 ____, before me personally came _____, to me known and known to me to be the person described in and who executed the foregoing instrument and (s)he duly acknowledged that (s)he executed the same.

Notary Public

SECTION XII.
AFFIRMATIVE ACTION FORM

MONTHLY CONTRACTOR'S COMPLIANCE REPORT FORM AAP 7.0

INSTRUCTION SHEET

ALL PAYMENT REQUISITION, CONTRACTOR AND PROJECT INFORMATION ON THE TOP PORTION OF THE FORM MUST BE COMOPLETELY FILLED OUT. PLEASE NOTE:

False statements, information or data submitted on or with application for payment may result in one or more of the following actions: Termination of Contract for cause; Disapproval of future bids, or contracts or subcontracts; Withholding of final payments on the contract; and Civil and/or criminal prosecution.

PART B- PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS

- 1) ALL FIRMS THAT YOU ARE UTILIZING ON THE JOB MUST BE LISTED EACH TIME **REGARDLESS** IF THEY ARE SCHEDULED TO RECEIVE PAYMENTS OUT OF THE PROCEEDS OF THE REQUISITION FOR PAYMENT.
- 2) All relevant information for each subcontractor and/or supplier must be filled in. This includes firm's complete name, address, phone number and Federal ID #. In addition, if the firm is a **NYS CERTIFIED MBEIWBE**, please indicate as such in the appropriate box.

AS A REMINDER, ONLY THOSE FIRMS THAT HAVE NYS CERTIFICATION BY THE EMPIRE STATE DEVELOPMENT CORPORATION CAN BE COUNTED TOWARDS THE MBE/WBE GOAL ACHIEVEMENT FOR THE PROJECT.
- 3) The percentage of the job or purchases completed must be filled in and in addition, please indicate the number of change orders issued on any subcontract agreement or the number of purchase orders issued to date if purchasing supplies.
- 4) A description of the work being performed by a subcontractor or the type of supplies being purchased must be filled in.

DEFINITIONS

INTENDED PAYMENT: This is the amount of money that you intend to pay to each firm with the money that you will receive from the accompanying requisition. **This is not** the amount that you intend to pay over the life of the contract.

AMOUNT PAID TO DATE: This is the amount of money that has **ACTUALLY** been paid to date from previous requisitions submitted. It does not include the amount that you intend to pay from this requisition. THIS AMOUNT WILL BE VERIFIED BY OUR OFFICE PRIOR TO CLOSE OUT OF THE JOB BY THE RECEIPT OF COPIES OF CANCELED CHECKS OR PAID INVOICES.

CURRENT VALUE OF SUBCONTRACT: This is the total value to date of any subcontract agreement that has been issued to the firm by your company. It should be inclusive of any change orders issued to the original contract. **NOTE:** THIS LINE IS FOR SUBCONTRACTOR INFORMATION ONLY. IF THE FIRM LISTED IS A SUPPLIER THAT YOU ARE PURCHASING SUPPLIES OR MATERIAL FROM, LEAVE BLANK AND GO TO THE NEXT LINE.

TOTAL VALUE OF ALL PURCHASE ORDERS: This is the total amount of **all** purchase orders that will be issued to the firm for the entire job. The number of purchase orders issued to date should be reflected in the area indicated to the left. **NOTE:** THIS LINE IS FOR SUPPLIER INFORMATION ONLY. IF THE FIRM IS A SUBCONTRACTOR, LEAVE THIS AREA BLANK. A SUBCONTRACTOR AGREEMENT SHOULD BE ISSUED WHICH WOIULD BE REFLECTED ON THE PREVIOUS LINE.

The current form that you should be utilizing is form: AAP 7.0 Revised 1/9/08. This form must be included with each payment requisition submitted or the payment will not be processed.

If the form is not filled out according to the above instructions, your next payment requisition may be held until corrections are made. In addition, each report submitted must have an original signature and date.

MONTHLY CONTRACTOR'S COMPLIANCE REPORT

Payment Requisition Date _____
Payment Requisition Amount \$. _____
FIT Contract Number _____

CONTRACTOR INFORMATION

Name _____ Federal ID No. _____

Address _____

Contact Person _____ Telephone Number _____

PROJECT INFORMATION

Institution _____ City and Zip Code _____

Work Description _____

Part B - Payments to Subcontractors and Suppliers: Provide name, address and telephone number of ALL subcontractors to which you have awarded a subcontract or suppliers to which you have issued a purchase order. Place X in check box to indicate whether they are a New York State certified MBE or WBE or Other. In addition, for each firm listed below you must also include: the firms federal identification number; amount of intended payment to be made from proceeds of the accompanying requisition; percent complete, amount paid to date; the number of change orders or purchase orders; current value of subcontract (including change orders) or cumulative value of purchase orders; and a brief description of the work or service. All subcontractors or suppliers with whom you have an agreement should be listed below, even if they are not scheduled to receive a payment out of the proceeds of the attached requisition for payment. For further details, see Instruction Sheet

Firm _____ [] MBE [] WBE [] Other Fed. ID# _____

Address _____ Phone# _____ Intended Payment\$. _____

Address _____ Percent Complete _____ Amount Paid to Date\$ _____

No. of Change Orders. _____ Current Value of Subcontract \$ _____

No. of Purchase Orders Issued _____ Total Value of Purchase Orders \$ _____

Work Description _____

Firm _____ [] MBE [] WBE [] Other Fed. ID# _____

Address _____ Phone # _____ Intended Payment\$. _____

Address _____ Percent Complete _____ Amount Paid to Date\$ _____

No. of Change Orders. _____ Current Value of Subcontract \$ _____

No. of Purchase Orders Issued _____ Total Value of Purchase Orders \$ _____

Work Description _____

False statements, information or data submitted on or with application for payment may result in one or more of the following actions: Termination of Contract for cause; Disapproval of future bids, or contracts or subcontracts; Withholding of final payments on the contract; and Civil and/or criminal prosecution.

Name of Principal or Officer (Type or Print)

Title of Principal or Officer (Type or Print)

Signature of Principal or Officer

Date

SECTION XIII.
CHANGE ORDER FORM

CHANGE ORDER

TO:

Contractor: _____ Contract No. _____

Street: _____ Contract Date: _____

City, State, Zip: _____ Original Contract Amount: \$ _____

Phone No. _____ Total Approved Change Orders: _____

Current Contract Amount: \$ _____

You are hereby directed to perform all labor and to provide all materials necessary to carry out the Work described below:

Full consideration for this change order shall be on **INCREASE/DECREASE** of the original contract amount by:
_____ Dollars.

Labor = _____

Materials = _____

INCREASE/DECREASE of the original schedule by days. In accepting and executing this change order, the Contractor, its heirs, executors, administrators, successors, and assigns hereby release and forever discharge the Owner, its successors, and assigns from any and all actions, causes of action, claims and demands whatsoever in law or in equity which the Contractor ever had, now has, or may have against the Owner in any way arising out of this change.

Recommended by:
CONSTRUCTION MANAGER OR ARCHITECT

Name: _____

By: _____ Date: _____

Approved by:

Name: _____

By: _____ Date: _____

Accepted by:
CONTRACTOR

Name: _____

By: _____ Date: _____

OWNER

Name: _____

By: _____ Date: _____

SECTION XIV.
CONTRACTOR'S
TRADE PAYMENT BREAKDOWN

EXHIBIT A: SAFETY EHS PLAN

EXHIBIT A. SAFETY EHS PLAN

FASHION INSTITUTE OF TECHNOLOGY

**OUTLINE FOR PREPARING WORK-SPECIFIC
ENVIRONMENT, HEALTH AND SAFETY (EHS) PLAN**

Before commencing work on site at FIT, Contractor shall prepare a work-specific EHS Plan and submit the EHS Plan to both the Facilities Management and EHS Departments for review and approval. Such approval shall be given in a timely manner.

I) A work-specific EHS Plan is required in the following instances:

- A) When proposed work will:
 - 1) use regulated hazardous chemicals;
 - 2) have the potential to generate fumes, vapors or dusts;
 - 3) involve cutting torches or other spark-generating equipment (“hot” work);
 - 4) generate any waste;
 - 5) involve high-energy systems or
 - 6) require any type of air monitoring.
- B) When work involves the removal of less than 25 linear feet, or 10 square feet, of asbestos-containing material (that is greater than 1% asbestos). For work involving more than these amounts of asbestos, Contractor must consult with the EHS Department for additional guidelines.
- C) When work involves the use of tools and equipment in areas where FIT employees or students are present.
- D) When work involves construction, other than minor repairs or alterations to on-campus facilities.
- E) When work involves dangerous environments, such as confined spaces, hazardous energy, use scaffolds greater than 10 feet high, or vehicle-mounted articulated booms.

II) Use the outline below to develop the work-specific EHS Plan. Contractor shall amend the work-specific EHS Plan as needed to accommodate work on-campus as it proceeds.

DESCRIPTION OF CONTENTS OF WORK-SPECIFIC EHS PLAN

III) GENERAL INFORMATION – PROJECT PLANNING

- A) List primary information about Contractor’s firm and that of sub-

contractors, if any, Project Name, FIT Bid Number and Contractor's safety-related performance measurements on Table 1.

- B) Describe the scope of work and list a breakdown of its specific tasks.
- C) Provide a project schedule that, at a minimum, shows the anticipated start date of the work, the duration of each phase of the work, the anticipated date of completion of each phase, and the project completion date.
- D) List name of Contractor's on-site EHS Coordinator and the names of all OSHA-competent persons needed to carry out the scope of work on Table 2. The EHS Coordinator shall serve as the primary contact with FIT's Director of EHS Compliance during all work.

IV) WORK-SPECIFIC HAZARD ANALYSIS/RISK ASSESSMENT

- A) Describe each task associated with the work of the project.
- B) List the potential hazards, if any, associated with each task.
- C) Provide copies of Contractor's EH&S program applicable to scope of work.
- D) List the types of protective work practices or personal protective equipment (PPE) Contractor will employ to carry-out each task.
- E) Describe the types of exposure assessments that are needed to address potential hazardous exposures related to the work of the project. These include:
 - 1) Work practices and engineering controls Contractor will use to prevent exposure of Contractor's employees to hazardous chemicals or hazardous energy;
 - 2) Work practices and engineering controls Contractor will use to prevent exposure of FIT students and staff to any detectable chemical exposure;
 - 3) Contractor's use of respiratory protection and other protective equipment (PPE) and
 - 4) Qualitative or quantitative monitoring protocols, personal and area monitoring equipment, and contaminant action levels.
- F) Attach copies of certified documentation of "Hazard Assessment and Equipment Selection" required by 29 CFR 1910.132 (d)(2) that complies with 1910 Subpart I Appendix B for all tasks in the work-specific EHS Plan.
- G) Attach a copy of Contractor's written Hazard Communication Program that OSHA requires for the work-specific EHS Plan.

V) WORK-SPECIFIC ENVIRONMENTAL, HEALTH AND SAFETY ELEMENTS

- A) To address health and safety issues, the work-specific EHS Plan shall:
- 1) Describe criteria for upgrading or downgrading personal protective equipment (PPE) or modifying work practices to control hazardous exposures during the work;
 - 2) Describe criteria Contractor will use to set up exclusion zones, including physical barriers and decontamination zones, as needed to prevent spread of debris and restrict access of unauthorized persons to work areas;
 - 3) List equipment Contractor will use for routine and emergency on-site communication;
 - 4) Describe utility clearance and marking procedures to prevent damage to buried utilities, or to lines, piping, or cables located inside of walls and ceilings, if applicable;
 - 5) Describe decontamination and cleaning procedures for Contractor's employees and equipment to prevent the spread of debris. This includes procedures during work, at the end of each work day, and at the completion of the project before FIT's final inspection of the work area;
 - 6) Identify measures to manage dangerous environments, such as confined spaces, scaffold work greater than 10 feet, or articulated booms;
 - 7) List "Hot Work" procedures involved in the work of the project. This may include, but not be limited to, work such as welding, burning, open flames, tar melting or other type of melting pots, grinding that throws sparks. (See Appendix 1 - "Daily Safety Management Work Permit");
 - 8) Identify the need for air monitoring or special testing to carry out the work. Include a listing of monitoring equipment or special tests and the Action Levels that Contractor will apply to project work;
 - 9) Describe safety procedures for excavations more than four 4 feet deep and sloping or shoring procedures where excavations will exceed 5 feet deep;
 - 10) Describe fire protection and explosive hazard review;
 - 11) List the name and address of Contractor's on-contract Confined Space rescue team;
 - 12) Describe spill control procedures for chemical products Contractor will have on-campus during work. Include a listing of spill control or containment supplies that Contractor will have on-hand in case of a spill;
 - 13) Describe the need for site coordination with FIT employees, other contractors on-site and other adjacent work groups. This includes identification of hazardous energy Lock Out and Tag Out

requirements to make to work area safe and

- 14) Provide a listing of other safety equipment that Contractor will have on site during the work of the project.
- B) To address oil, chemical and waste management issues, the work-specific EHS Plan shall:
- 1) Provide estimates of the types and amounts of waste (both hazardous and non-hazardous) that Contractor anticipates the work will generate. As applicable, provide a copy of a waste analysis plan that lists the types of analysis required, the USEPA SW-846 method number and the method detection limits;
 - 2) Provide facility name, USEPA ID number, and a contact name for each facility that will transport and dispose of each of the waste streams identified above. Provide this information for any facility that will dispose of residuals from the treatment of project waste, as applicable;
 - 3) On a copy of a drawing that will be provided by FIT, identify location where Contractor proposes to accumulate waste during work, to set-up exclusion zones and to provide employee decontamination areas;
 - 4) Provide a statement that describes the methods that Contractor will use to minimize the amount of waste generated from the work of the project;
 - 5) Provide a tabular listing, along with copies of Safety Data Sheets (SDS), for any chemical products that Contractor intends to store or use on-site during the work. The listing shall include the product name, manufacturer's name, type, amounts, intended storage location on FIT site, the specific use of the chemical and identification of any NYCDEP/USEPA regulated hazardous substances that Contractor intends to store or use on-site during the work. In all cases, Contractor must submit the listing before chemical products are delivered to the FIT campus;
 - 6) On a copy of a drawing that will be provided by FIT, identify location where Contractor proposes to store chemical products on-site during work;
 - 7) Identify the need, if any, to amend existing FIT emergency contingency planning documents. Such documents include, but are not limited to: Spill Prevention Control and Countermeasure Plan, Spill Prevention Report, Right-to-Know Survey and
 - 8) List permits and Certificates of Fitness (NYCDEP, NYSDEC, USEPA, FDNY) needed to carry-out the scope of work and have copies on-site of permits and Certificates to carry-out project work.

VI) ON-SITE DOCUMENTATION

- A) Contractor shall record initial and daily safety-related procedures on Table 3. These shall include:

- 1) Before start of the work, FIT's Project Manager will conduct a FIT Hazard Communication briefing for Contractor's employees;
 - 2) Before start of the work, FIT's Project Manager and Contractor's on-site EHS Coordinator shall conduct a briefing for FIT employees in areas adjacent to work areas about proposed work;
 - 3) Review of FIT Emergency Evacuation Procedures;
 - 4) Listing of initial and ongoing project status meetings on-site with FIT Project Manager to address EHS concerns safety and health and
 - 5) Scheduled and unscheduled employee safety briefings, toolbox talks.
- B) Contractor shall provide a summary of the on-site EHS Coordinator's EHS-related training and experience relevant to the work of the project.
- C) Contractor's employees shall sign-in daily with FIT Security in the A-Building Lobby.
- D) For each work shift necessary to complete the project, Contractor's on-site EHS Coordinator shall open and fill out the "Daily Safety Management Work Permit" (See Appendix 1) at the start of each work shift and close the Permit at the end of each work shift.

VII) EMERGENCY RESPONSE PLANNING

Contractor shall review the summary of the Emergency Response Contact Names listed on Table 4 and provide the information as follows:

- A) On a site map that will be provided by FIT, identify the primary and secondary routes for the evacuation of Contractor's employees, including the "rally point" where Contractor's employees will assemble and carry-out an accountability check in case of an evacuation;
- B) List emergency response contacts with titles and telephone numbers. Contractor shall immediately call FIT Security and the FIT Project Manager in the event of a spill of oil, chemicals, waste water, or hazardous materials;
- C) Identify the name, address and route to nearest hospital or Contractor's wellness center and
- D) Provide a listing of emergency equipment for first aid, personal protection, spill response, fire protection and rescue.

TABLE 2

ON-SITE SUPERVISORY PERSONNEL of 2

Page 1

TITLE	: NAME(S) AND ON-SITE PHONE NUMBER
On-site EHS Coordinator	:
Contractor Project Managers	:
FIT's Project Manager(s)	:
<p><u>Contractor's Competent Persons</u></p>	<p>List all that Apply – Indicate not applicable areas for department /project work as “NA” For subcontractor employees, place subcontractor firm name in parenthesis after the employee's name</p>
<ul style="list-style-type: none"> • Confined Spaces 	:
<ul style="list-style-type: none"> • Excavations 	:
<ul style="list-style-type: none"> • Industrial Hygiene 	:
<ul style="list-style-type: none"> • Electrical--Lock Out/Tag Out 	:
<ul style="list-style-type: none"> • PPE, Respiratory Protection 	:
<ul style="list-style-type: none"> • Hazard Communication (Required for each department and project. Identify responsible employee for each subcontractor) 	:
<ul style="list-style-type: none"> • Fall Protection 	:
<ul style="list-style-type: none"> • Scaffolds 	:
<ul style="list-style-type: none"> • Cranes & Derricks 	:
<ul style="list-style-type: none"> • Blasting & Use of Explosives 	:

TABLE 2 (Cont'd)

ON-SITE SUPERVISORY PERSONNEL

Page 2 of 2

- Asbestos (Attach copies of Company license, supervisor and handler certificates for all employee that will perform work) :

- Lead

- Silica

- Hot Work (Complete and submit permits daily - see Appendix 1)

- FDNY Certificate of Fitness-Torch Operations

- FDNY Certificate of Fitness-Fire Guard

- FDNY Certificate of Fitness-Fire proofing

- FDNY Certificate of Fitness-Powder Activated Tools

- FDNY Certificate of Fitness-Air Compressors_____

- FDNY Certificate of Fitness-Use of LPG and Use in Tar Kettles

- FDNY REFRIGERATING SYSTEM OPERATING ENGINEER

- FDNY Certificate of Fitness-Other_____

- FDNY Certificate of Fitness-Other_____

-

-

TABLE 4

EMERGENCY CONTACT NAMES & TELEPHONE NUMBERS

1

TITLE	CONTACT NAME	EMERGENCY PHONE NUMBERS
Contractor: MAIN OFFICE		
Contractor President:		
On-site EHS Coordinator		
FIT Facilities Management	Executive Director: George Jefremow Assoc. Executive Director: Allen King	Phone: 212-217-4423 Phone: 212-217-4424
FIT Environmental, Health and Safety Department	Director: Paul DeBiase paul_debiase@fitnyc.edu Acting Coordinator: Kathy Espinoza-Caraba kathy_espinozacaraba@fitnyc.edu	Phone: 212-217-3752 Phone: 212-217-3754
Contractor Project Manager(s)		
FIT Public Safety	Central Control	212-217-7777, or Use Red Phone
Occupational Safety And Health Administration, – Area Director	Provide Zip Code for the location of Accident	800-321-6742
Location of nearest hospital and/or contractor’s wellness center		
Rally Point and Accountability Check Location	In case of Building Evacuation Alarm	

Note: Call FIT Central Control at 212-217-7777 in case or any emergency such as fire, chemical spills, injury requiring medical treatment, or exposure of contractor or FIT personnel to fumes, vapors, or dusts.



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Fashion Institute of Tech
Walter Winter, Director of Procurement
227 West 27 St
New York NY 10001

Schedule Year 2021 through 2022
Date Requested 03/11/2022
PRC# 2022002635

Location Goodman Resource Center
Project ID# C1540
Project Type To provide labor to prep the Goodman Center for the turnstile installation.

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 2021 through June 2022. 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.ny.gov. 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 ["Request for a dispensation to work overtime" form \(PW30\)](#) and ["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 form the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12240; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.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.

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.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. As per Article 6 of the Labor law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid

or provided, and Daily and weekly number of hours worked in each classification.

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 Department of Jurisdiction (Contracting Agency) shall collect, review for facial validity, and maintain such payrolls.

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

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

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

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

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

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

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

Withholding of Payments

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

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

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

Summary of Notice Posting Requirements

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

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

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

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

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

Apprentices

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

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

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

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

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

Interest and Penalties

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

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

Debarment

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

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

Criminal Sanctions

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

Discrimination

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

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

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

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

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

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

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

Workers' Compensation

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

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

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

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

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

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

Unemployment Insurance

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



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Fashion Institute of Tech
Walter Winter, Director of Procurement
227 West 27 St
New York NY 10001

Schedule Year 2021 through 2022
Date Requested 03/11/2022
PRC# 2022002635

Location Goodman Resource Center
Project ID# C1540
Project Type To provide labor to prep the Goodman Center for the turnstile installation.

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

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

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. <https://labor.ny.gov/formsdocs/ui/1A999.pdf>

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.ny.gov .

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

Effective June 23, 2020

This provision is an addition to the existing 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 and supplement 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 job classification. The required notification will be provided with each wage schedule, may be downloaded from our website www.labor.ny.gov or be made available upon request by contacting the Bureau of Public Work at 518-457-5589. *In the event the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice.

(12.20)

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

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

1. Purpose and Scope:

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

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

2. Background and Statutory References:

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

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

3. Procedures and Agency Responsibilities:

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

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

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

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

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

Reports should contain the following information:

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

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

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

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

Required Notice under Article 25-B of the Labor Law

**Attention All Employees, Contractors and Subcontractors:
You are Covered by the Construction Industry Fair Play Act**

The law says that you are an employee unless:

- You are free from direction and control in performing your job, **and**
- You perform work that is not part of the usual work done by the business that hired you, **and**
- You have an independently established business.

Your employer cannot consider you to be an independent contractor unless all three of these facts apply to your work.

It is against the law for an employer to misclassify employees as independent contractors or pay employees off the books.

Employee Rights: If you are an employee, you are entitled to state and federal worker protections. These include:

- Unemployment Insurance benefits, if you are unemployed through no fault of your own, able to work, and otherwise qualified,
- Workers' compensation benefits for on-the-job injuries,
- Payment for wages earned, minimum wage, and overtime (under certain conditions),
- Prevailing wages on public work projects,
- The provisions of the National Labor Relations Act, and
- A safe work environment.

It is a violation of this law for employers to retaliate against anyone who asserts their rights under the law. Retaliation subjects an employer to civil penalties, a private lawsuit or both.

Independent Contractors: If you are an independent contractor, **you must pay all taxes and Unemployment Insurance contributions required by New York State and Federal Law.**

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

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

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

Employer Name:

IA 999 (09/16)

Attention Employees

THIS IS A: **PUBLIC WORK PROJECT**

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

Chapter 629 of the Labor Laws of 2007:

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

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

Albany	(518) 457-2744	Patchogue	(631) 687-4882
Binghamton	(607) 721-8005	Rochester	(585) 258-4505
Buffalo	(716) 847-7159	Syracuse	(315) 428-4056
Garden City	(516) 228-3915	Utica	(315) 793-2314
New York City	(212) 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 – click on Bureau of Labor Law.

Contractor Name: _____

Project Location: _____

Requirements for OSHA 10 Compliance

Article 8 §220-h requires that when the advertised specifications, for every contract for public work, is \$250,000.00 or more the contract 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 or other documentation from the certified trainer pending the issuance of the card.
- Other valid proof

**A certification by the employer attesting that all employees have completed such 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 518-457-5589.

WICKS

Public work projects are subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work, when the total project's threshold is \$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 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 the 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.

Contractors must pay subcontractors within a 7 days period.

(07.19)

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

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

Classification

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

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

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

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

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

Payrolls and Payroll Records

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

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

Paid Holidays

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

Overtime

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

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

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

Supplemental Benefits

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

Effective Dates

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

New York County General Construction

Asbestos Worker **03/01/2022**

JOB DESCRIPTION Asbestos Worker **DISTRICT 4**

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES
Per Hour: 07/01/2021

Asbestos Worker \$ 44.00
Removal & Abatement Only*

NOTE: *On Mechanical Systems that are NOT to be SCRAPPED.

SUPPLEMENTAL BENEFITS

Per Hour:

Asbestos Worker \$ 8.70
Removal & Abatement Only

OVERTIME PAY
See (B, B2, *E, J) on OVERTIME PAGE
Hours worked on Saturdays are paid at time and one half only if forty hours have been worked during the week.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8) on HOLIDAY PAGE

REGISTERED APPRENTICES
Apprentice Removal & Abatement Only:
1000 hour terms at the following percentage of Journeyman's rates.

1st	2nd	3rd	4th
78%	80%	83%	89%

SUPPLEMENTAL BENEFIT

Per Hour:

Apprentice
Removal & Abatement \$ 8.70 4-12a - Removal Only

Boilermaker **03/01/2022**

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: 07/01/2021

Boilermaker \$ 63.38
Repairs & Renovations 63.38

SUPPLEMENTAL BENEFITS
Per Hour: 07/01/2021

Boilermaker 32% of hourly
Repair \$ Renovations Wage Paid
+ \$ 25.38

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:

Apprentice(s) 07/01/2021
 32% of Hourly
 Wage Paid Plus
 Amount Below

1st Term	\$ 19.41
2nd Term	20.26
3rd Term	21.11
4th Term	21.96
5th Term	22.82
6th Term	23.68
7th Term	24.52

NOTE: "Hourly Wage Paid" shall include any and all premium(s)

4-5

Carpenter

03/01/2022

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per hour: 07/01/2021

Piledriver	\$ 56.93
Dockbuilder	\$ 56.93

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 53.33
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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
\$23.37	\$28.97	\$37.35	\$45.74

Supplemental benefits per hour:

All Terms:	\$ 35.33
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8-1556 Db

Carpenter

03/01/2022

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per hour: 07/01/2021

Carpet/Resilient

Floor Coverer \$ 54.75

INCLUDES HANDLING & INSTALLATION OF ARTIFICIAL TURF AND SIMILAR TURF INDOORS/OUTDOORS.

SUPPLEMENTAL BENEFITS

Per hour: \$ 46.97

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
\$ 24.55	\$ 27.55	\$ 31.80	\$ 39.68

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$ 16.19	\$ 17.69	\$ 21.29	\$ 23.29

8-2287

Carpenter

03/01/2022

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per Hour: 07/01/2021

Marine Construction:

Marine Diver \$ 71.80

Marine Tender 51.34

SUPPLEMENTAL BENEFITS

Per Hour: Journeyworker \$ 53.33

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	\$ 23.37
2nd year	28.97
3rd year	37.35
4th year	45.74

Supplemental Benefits
Per Hour:

All terms \$ 35.33

8-1456MC

Carpenter

03/01/2022

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per hour: 07/01/2021

Building

Millwright \$ 57.00

SUPPLEMENTAL BENEFITS

Per hour:

Millwright \$ 54.60

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.
\$30.74	\$36.19	\$41.64	\$52.54

Supplemental benefits per hour:

One (1) year terms:

1st.	2nd.	3rd.	4th.
\$35.03	\$38.73	\$43.08	\$49.84

8-740.1

Carpenter

03/01/2022

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per Hour:

07/01/2021

Timberman \$ 52.05

SUPPLEMENTAL BENEFITS

Per Hour:

07/01/2021

\$ 52.78

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
	\$21.42	\$26.53	\$34.18	\$41.84

Supplemental benefits per hour:

All terms \$ 35.06

8-1556 Tm

Carpenter

03/01/2022

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: 07/01/2021 10/18/2021

Core Drilling:

Driller \$ 41.74 \$ 42.27

Driller Helper 32.92 33.47

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:

Driller and Helper \$ 29.40 \$ 30.60

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

03/01/2022

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

Bronx, Kings, New York, Putnam, Queens, Richmond

PARTIAL COUNTIES

Nassau: That portion of the county that lies west of Seaford Creek and south of the Southern State Parkway.

WAGES

Per hour: 07/01/2021

Show Exhibit \$ 54.50

Bldg. Carpenter 54.75*

* Not applicable in Putnam County

SUPPLEMENTAL BENEFITS

Per hour worked:

Show Exhibit \$ 53.22

Bldg. Carpenter 46.97

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

Wages per hour: Show Exhibit

(1) year terms:

1st.	2nd.	3rd.	4th.
\$21.80	\$27.25	\$35.43	\$43.60

Supplemental benefits per hour:

All terms \$ 34.75

Wages per hour: Bldg. Carpenter

(1) year terms:

1st	2nd	3rd	4th
\$19.55	\$22.55	\$26.80	\$34.68

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$16.19	\$17.69	\$21.29	\$23.29

8-EXHIB

Carpenter - Building High Rise Concrete Form Work

03/01/2022

JOB DESCRIPTION Carpenter - Building High Rise Concrete Form Work

DISTRICT 8

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

PARTIAL COUNTIES

Nassau: Work performed beginning at the Intersection of the City Line & North Shore of Long Island, then running Southerly to the Southern State Pkwy, then East to Seaford Creek in Nassau County, then South to Atlantic Ocean, then West to Southern tip of Richmond County

WAGES

Per hour: 07/01/2021

Building High Rise:

Concrete Carpenter A	\$ 50.78
Concrete Carpenter B*	\$ 40.19

*NOTE: Tier B work excludes erection of decking, perimeter debris netting, leading edge work, self & climbing form systems and the installation of cocoon systems.

SUPPLEMENTAL BENEFITS

Per hour:

Concrete Carpenter A	\$ 44.29
Concrete Carpenter B	\$ 17.60

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 13, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:

One (1) year terms:

Concrete Carpenter	1st	2nd	3rd	4th
Apprentices	\$ 18.27	\$ 24.70	\$ 31.28	\$ 38.90

Supplemental benefits per hour:

Concrete Carpenter:				
Apprentices	1st	2nd	3rd	4th
	\$ 16.40	\$ 16.58	\$ 16.80	\$ 17.05

8-NYC Bldg/212

Carpenter - Heavy&Highway **03/01/2022**

JOB DESCRIPTION Carpenter - Heavy&Highway **DISTRICT 8**

ENTIRE COUNTIES
 Bronx, Kings, New York, Queens, Richmond

PARTIAL COUNTIES
 Nassau: That portion of the county that lies West of Seaford Creek and South of the Southern State Parkway.

WAGES
 Per hour: 07/01/2021

Heavy&Highway Carpenter \$ 56.93

SUPPLEMENTAL BENEFITS
 Per hour worked:

Heavy & Highway
 Carpenter \$ 53.33

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

HOLIDAY
 Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 11, 13, 25) on HOLIDAY PAGE
 Paid : for 1st & 2nd yr
 Apprentices See (5, 6, 11, 13, 25)

REGISTERED APPRENTICES

Wage per hour:
 One (1) year terms:

	1st	2nd	3rd	4th
Heavy & Highway	\$ 23.37	\$ 28.97	\$ 37.35	\$ 45.74
Supplemental Benefits:				
Per Hour:				
All terms		\$ 35.33		

8-NYC H/H

Electrician **03/01/2022**

JOB DESCRIPTION Electrician **DISTRICT 9**

ENTIRE COUNTIES
 Bronx, Kings, New York, Queens, Richmond

WAGES
 Per hour: 07/01/2021 01/01/2022

Tree Trimmer	\$ 32.25	\$ 33.22
Ground Person	\$ 20.69	\$ 20.69

Applies to line clearance, tree work, and right-of-way preparation on all new or existing overhead, electrical, telephone, and CATV lines.

SUPPLEMENTAL BENEFITS
 Per hour:

Tree Trimmer	\$ 12.08	\$ 12.44
Ground Person	\$ 7.75	\$ 7.75

OVERTIME PAY

See (B, *H, Q) on OVERTIME PAGE

*Worked performed on Sundays & Holidays outside of 7.00am - 4.00pm shall be paid at double time, in addition to the holiday pay if applicable.

HOLIDAY

HOLIDAY:

Paid: See (5,6,10,11,15,16,26) on HOLIDAY PAGE.

(An additional floating holiday after four years service)

Overtime: See (5,6,10,11,15,16,26) on HOLIDAY PAGE.

9-3T

Electrician

03/01/2022

JOB DESCRIPTION Electrician

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour: 07/01/2021

Electrician \$ 30.50

Telephone \$ 30.50

Maintenance and Jobbing-Electrical and teledata work of limited duration and scope, consisting of repairs and/or replacement of 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.

SUPPLEMENTAL BENEFITS

Journeyworker:

07/01/2021

\$ 24.52

\$ 26.45*

* Applies to overtime hours

OVERTIME PAY

See (B, H) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

9-3m

Electrician

03/01/2022

JOB DESCRIPTION Electrician

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond, Westchester

WAGES

Per hour: 07/01/2021

Service Technician \$ 34.40

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: \$ 19.32

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 11, 15, 16, 17, 25, 26) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 15, 16, 17, 25, 26) on HOLIDAY PAGE

Electrician

03/01/2022

JOB DESCRIPTION Electrician

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per Hour: 07/01/2021

Electrician
 Audio/Sound and
 Temporary Light/
 Power \$ 58.00

Evening(Swing Shift):

Electrician
 Audio/Sound and
 Temporary Light/
 Power \$ 68.06

Night (Graveyard Shift):

Electrician
 Audio/Sound and
 Temporary Light \$ 76.23

Solar-Photovoltaic Systems

Group 1 \$ 58.00
 All tasks not listed in Group 2

Group 2 \$ 30.50

D.C portion and associated mechanical equipment related to solar systems
 (excluding battery storage and its associated equipment) including work related to
 Weather Stations and Data Acquisitions/Monitoring Systems on solar photovoltaic systems.

Mounting of PC modules.

Mounting of DC optimizers to back of modules if the installation calls for this equipment.

Mounting of microinverters to back of modules and install trunk cabling on racking if called for.

Module to module connection of PV modules to adjacent modules. If racking manufacturer provides integrated inter-row cable management,
 install string jumper to complete the string in full in same sub-array.

If racking manufacturer does not provide integrated inter-row cable management, run conduit between rows, bond it and run string jumper to
 complete string in full in same sub-array.

Installation of weather stations and other weather station relevant sensors as specified.

Installation of data acquisition system (DAS) for PV system monitoring.

SUPPLEMENTAL BENEFITS

Per Hour:

Electrician \$ 58.46
 62.12*

Swing Shift: 66.62
 70.92*

Graveyard Shift: 73.47
 78.28*

Temporary Light/Power: 25.46
 28.55*

Group 1: 58.46
 62.12*

Group 2: 24.45

26.38*

* Applies when premium wages are paid.

Temporary Light and Power benefit rate applies for three or less workers.

Reduce benefit rate by 6.2% for any employee who has accumulated wages of \$137,700 for the same employer.

OVERTIME PAY

See (A, H) on OVERTIME PAGE

See (B) for Temporary Light and Power

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages Per Hour:

One (1) year terms

First term: 07/01/2021

0-6 mos. \$ 17.25
 7-12 mos. 17.75

Second term:

0-6 mos. 18.75
 7-12 mos. 19.75

Third term:

0-6 mos. 20.75
 7-12 mos. 21.75

Fourth term:

0-6 mos. 22.75
 7-12 mos. 24.75

Fifth term/MIJ:

0-12 mos. 26.00
 13-18 mos. 30.50

Supplemental Benefits per hour:

One (1) year terms:

07/01/2021

First Term:	Regular	Overtime
0-6 mos.	\$ 14.93	\$ 16.07
7-12 mos.	15.19	16.36
Second Term:		
0-6 mos.	15.70	16.95
7-12 mos.	16.22	17.53
Third Term:		
0-6 mos.	16.74	\$18.11
7-12 mos.	17.26	\$18.70
Fourth Term:		
0-6 mos.	17.77	\$19.28
7-12 mos.	18.81	\$20.45
Fifth Term/MIJ:		
1-12 mos.	22.06	23.70
13-18 mos.	24.45	26.38

JOB DESCRIPTION Electrician - Highway and Street Lighting, Traffic Signals and Controls **DISTRICT 9**

ENTIRE COUNTIES
 Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:

	07/01/2021
Electro Pole Electrician	\$ 58.00
Electro Pole Foundation Installer	43.16
Electro Pole Maintainer	37.11

SUPPLEMENTAL BENEFITS

Per Hour:

	07/01/2021
Electro Pole Electrician	\$ 60.43 64.09*
Electro Pole Foundation Installer	46.13 48.58*
Electro Pole Maintainer	41.52 43.89*

* Applies when premium wages are paid

Note: Reduce benefit rate by 6.2% for any employee who has accumulated wages in \$137,700 for the same employer.

OVERTIME PAY

See (A, B, E4, F, K) on OVERTIME PAGE

B - Applies to Electro Pole Foundation Installer

E4 - Applies to Electro Pole Maintainer

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

9-3J

Elevator Constructor **03/01/2022**

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:

	07/01/2021	03/17/2022
Elevator Constructor	\$ 72.29	\$ 75.14
Modernization & Service/Repair	56.77	59.09

Four(4), ten(10) hour days may be worked at straight time during a week, Monday 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 will be liable for overtime payments for work over the allotted hours per day listed.

SUPPLEMENTAL BENEFITS

Per Hour:

Elevator Constructor	\$ 41.92	\$ 43.914
Modernization &	41.082	42.787

Service/Repairs

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, 2nd, 3rd Terms are based on Average wage of Constructor & Modernization.
 Terms 4 thru 9 Based on Journeymans wage of classification Working in.

6 MONTH TERMS:

1st Term* 50%	2nd & 3rd Term* 50%	4th & 5th Term 55%	6th & 7th Term 65%	8th & 9th Term 75%
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SUPPLEMENTAL BENEFITS

Elevator Constructor

1st Term	\$ 0.00	\$ 0.00
2nd & 3rd Term	34.05	34.772
4th & 5th Term	34.91	35.606
6th & 7th Term	36.30	37.052
8th & 9th Term	37.70	38.497

Modernization &
 Service/Repair

1st Term	\$ 0.00	\$ 0.00
2nd & 3rd Term	34.00	34.672
4th & 5th Term	34.50	35.195
6th & 7th Term	35.83	36.571
8th & 9th Term	37.15	37.938

4-1

Glazier

03/01/2022

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:	7/01/2021	11/01/2021
Glazier	\$ 58.60	\$ 59.10
*Scaffolding	59.55	60.55
Glass Tinting & Window Film	29.60	29.60
**Repair & Maintenance	29.60	29.60

*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 \$148,837. All Glass tinting, window film, regardless of material or intended use, and all affixing of decals to windows or glass.

SUPPLEMENTAL BENEFITS

Per hour:	7/01/2021	11/01/2021
Journeyworker	\$ 36.04	\$ 36.79
Glass tinting & Window Film	21.19	21.19
Repair & Maintenance	21.19	21.19

OVERTIME PAY

See (B,H,V) on OVERTIME PAGE.

For 'Repair & Maintenance' and 'Glass Tinting & Window Film' see (B, B2, I, S) on overtime page.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (4, 6, 16, 25) on HOLIDAY PAGE
 For 'Repair & Maintenance' and 'Glass Tinting & Window Film' Only
 Paid: See(5, 6, 16, 25)
 Overtime: See(5, 6, 16, 25)

REGISTERED APPRENTICES

Wage per hour:
 (1) year terms at the following wage rates:

	7/01/2021	11/01/2021
1st term	\$ 20.72	\$ 21.00
2nd term	28.66	28.87
3rd term	34.67	34.94
4th term	46.62	47.01

Supplemental Benefits:

(Per hour)		
1st term	\$ 16.58	\$ 16.80
2nd term	23.57	23.99
3rd term	26.09	26.57
4th term	30.91	31.52

8-1087 (DC9 NYC)

Insulator - Heat & Frost

03/01/2022

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour:	07/01/2021	06/01/2022
Insulators Heat & Frost	\$ 69.01	Additional \$ 1.00/Hr

SUPPLEMENTAL BENEFITS

Per Hour:	
Insulators Heat & Frost	\$ 35.16

OVERTIME PAY

See (B, E, *Q, V) on OVERTIME PAGE
 * Triple time for Labor Day (If worked)

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages:
 1 year terms.
 Wages Per Hour:

1st	2nd	3rd	4th
\$ 27.60	\$ 34.50	\$ 41.40	\$ 48.30

Supplemental Benefits:

\$ 14.06	\$ 17.58	\$ 21.09	\$ 24.61
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4-12

Ironworker

03/01/2022

JOB DESCRIPTION Ironworker

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per Hour: 07/01/2021

Ironworker Rigger \$ 67.99

Ironworker Stone
 Derrickman \$ 67.99

SUPPLEMENTAL BENEFITS

Per hour: \$ 41.44

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
07/01/2021	\$33.55	\$47.94	\$53.34	\$58.74

Supplemental benefits:

Per hour:				
07/01/2021	\$21.18	\$31.45	\$31.45	\$31.45

9-197D/R

Ironworker

03/01/2022

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per Hour: 07/01/2021 01/01/2022

Ornamental	\$ 46.15	\$ 46.40
Chain Link Fence	46.15	46.40
Guide Rail	46.15	46.40

SUPPLEMENTAL BENEFITS

Per hour:		
Journeyworker:	\$ 60.05	\$ 61.05

OVERTIME PAY

See (B, B1, Q, V) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Apprentices Hired after 9/1/18:

1 year terms		
1st Term	\$ 20.63	\$21.13
2nd Term	24.22	24.77
3rd Term	27.80	28.40
4th Term	31.38	32.06

Supplemental Benefits per hour:

1st Term	\$ 17.89	\$ 17.89
2nd Term	19.14	19.14
3rd Term	20.40	20.40
4th Term	21.66	21.66

4-580-Or

Ironworker

03/01/2022

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

PER HOUR:

07/01/2021 01/01/2022

Ironworker:

Structural \$ 54.20 \$ 54.95

Bridges

Machinery

SUPPLEMENTAL BENEFITS

PER HOUR PAID:

Journeyman \$ 83.35 \$ 84.35

OVERTIME PAY

See (B, B1, Q, *V) on OVERTIME PAGE

*NOTE: Benefits are calculated for every hour paid

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	\$28.21	\$28.59
2nd	\$28.81	\$29.19
3rd - 6th	\$29.42	\$29.80

Supplemental Benefits

PER HOUR PAID:

All Terms \$56.90 \$58.42

4-40/361-Str

Ironworker

03/01/2022

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: 07/01/2021

Reinforcing &
Metal Lathing \$ 56.25

"Base" Wage \$ 54.70
plus \$ 1.55

"Base" Wage is used to calculate overtime hours only.

SUPPLEMENTAL BENEFITS

Per hour:

Reinforcing & Metal Lathing \$ 38.30

OVERTIME PAY

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

*Only \$22.00 per Hour for non worked hours

Supplemental Benefit Premiums for Overtime Hours worked:

Time & One Half \$ 45.08
Double Time \$ 51.33

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:

1st term	2nd term	3rd term	4th Term
Wage Per Hour: \$ 22.55	\$ 28.38	\$ 34.68	\$ 37.18
"Base" Wage \$ 21.00 plus \$1.55	\$ 26.80 plus \$1.58	\$ 33.10 plus \$1.58	\$ 35.60 plus \$1.58

"Base" Wage is used to calculate overtime hours ONLY.

SUPPLEMENTAL BENEFITS

Per Hour:

1st term	2nd term	3rd term	4th Term
\$ 18.17	\$ 21.34	\$ 22.00	\$ 20.50

4-46Reinf

Laborer

03/01/2022

JOB DESCRIPTION Laborer

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:	07/01/2021	07/01/2022
Laborer/Excavation		Additional
**Asbestos and Lead Abatement & Removal, Hazardous Waste Removal (including soil)	\$ 43.50	\$ 2.30
Basic	43.50	
Flagman	43.50	
Pipelayer	43.50	
*Tree Work, *Landscape	43.50	

*Includes trimming, cutting, planting and/or removal of trees.

** Applies to Heavy & Highway projects

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 48.63
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Note: No payment of Supplemental Benefits is required on paid holidays, when employees do not work.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

When an observed holiday falls on a Saturday, work done shall be paid at double time.

HOLIDAY

Paid: See (2, 20) on HOLIDAY PAGE
 Overtime: See (2, 5, 6, 11, 20) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:

1000 hour terms at the following hourly wage rate.

07/01/2021

1st	0 - 1000	\$ 21.75
2nd	1001-2000	26.10
3rd	2001-3000	32.63
4th	3001-4000	39.15

Supplemental Benefits per hour:

All Apprentices	48.63	9-731Ex
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Laborer	03/01/2022
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JOB DESCRIPTION Laborer	DISTRICT 9
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ENTIRE COUNTIES
 Bronx, Kings, New York, Queens, Richmond

WAGES
 Per hour:

GROUP 14: Blasters.

GROUP 16: Tunnel workers *

* (including Miners, Drill Runners, Iron Men, Maintenance Men, Conveyor Men, Safety Miners, Riggers, Block Layers, Cement Finishers, Rod Men, Caulkers, Powder Carriers, Miners' Helpers, Chuck Tenders, Track Men, Nippers, Brake Men, Derail Men, Form Men, Bottom Bell, Top Bell or Signal men, Form Workers, Movers, Concrete Workers, Shaft Men, Tunnel Laborers and Caulkers' Helpers).

GROUP 17**: All others including: Powder Watchmen, Top Laborers and Changehouse Attendants.

Wages: (per hour) 07/01/2021

Laborer (Tunnel)-FREE AIR:

Group 14	\$ 71.94
Group 16	\$ 68.80
Group 17**	\$ 63.59

Small Bore Micro Tunnel Machines 80% of rates above

For Repairs on Existing Water Tunnels 90% of rates above

For Repairs of Sewer & Drainage Tunnels 85% of rates above

For Repair & Maintenance of all Subway & Vehicular Tunnels 80% of rates above

**An additional \$3.00 per day when using an air spade, jack hammer or pavement breaker.

Note: For jobs bid before July 1, 2010 employer shall pay \$6.00 per day for each one half (1/2) mile or fraction starting from a point 500 feet from the shaft. For all jobs bid after July 1, 2010, said premium shall be \$10.00 per day.

SUPPLEMENTAL BENEFITS

Per hour:

GROUP 14 \$ 51.27

GROUP 16 \$ 49.16

GROUP 17 \$ 45.51

Small Bore Micro Tunnel Machines 80% of rates above

For Repairs on Existing Water Tunnels 90% of rates above

For Repairs of Sewer &

Drainage Tunnels 85% of rates above
 For Repair & Maintenance of all Subway & Vehicular Tunnels 80% of rates above

OVERTIME PAY

OVERTIME: For Laborer (Free Air) See (D, M, R*) on OVERTIME PAGE.
 For Repair Categories See (B, F, R*) on OVERTIME PAGE.
 & Micro Tunneling
 * Straight time first 8 hours, double time after 8 hours.

HOLIDAY

Paid: See (5, 6, 9, 11, 12, 15, 16, 25) on HOLIDAY PAGE
 Overtime: See (5, 6, 9, 11, 12, 15, 16, 25) on HOLIDAY PAGE
 Good Friday may be exchanged for one of the holidays listed.

9-147Tnl/Free

Laborer 03/01/2022

JOB DESCRIPTION Laborer **DISTRICT 9**

ENTIRE COUNTIES
 Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour: 07/01/2021

Laborer:
 Laborer-Concrete
 (including flag person) \$ 41.53
 + \$6.75*

* This portion is not subject to overtime premiums.

SUPPLEMENTAL BENEFITS

Per Hour \$ 19.70
 + \$7.00**

** This portion subject to overtime premiums only on codes (E,Q)

OVERTIME PAY

OVERTIME: See (A,E,Q) on OVERTIME PAGE attached.
 See (B,E,Q,) for work below street level to top of foundation.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 11, 13, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:
 Terms at the following percentage of Journeyworkers wage.

Term:	1st	2nd	3rd
Hours:	0-1334	1334-2668	2669-4000
	50%	65%	80%

Supplemental Benefits:
 (Per Hour)

1st term	2nd term	3rd term
\$15.45+ \$3.50*	\$19.45+ \$4.55*	\$19.45+ \$ 5.60*

*This amount subject to same premium as wages
 **Journeyworker rate applies after 4000 hours

9-6A/18A/20-C

Laborer - Building 03/01/2022

JOB DESCRIPTION Laborer - Building **DISTRICT 9**

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour: 07/01/2021

Basic Laborer and
 Mason Tender \$ 40.65*

*Before calculating premium wage deduct \$2.25

SUPPLEMENTAL BENEFITS

Per hour:

Basic Laborer and
 Mason Tender \$ 28.79

OVERTIME PAY

See (B, B2, E, E2, Q, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 25) on HOLIDAY PAGE
 (Easter is paid at Time and One-half if worked)

REGISTERED APPRENTICES

Wage per hour:

1000 hour terms at the following wage rate:

Term:	1st	2nd	3rd	4th
Basic Laborer and Mason Tender 07/01/2021	\$ 20.20	\$ 22.15	\$ 23.65	\$ 26.15

Supplemental Benefits per hour:

07/01/2021
 All Terms \$ 9.67

9-MTDC(79)

Laborer - Building

03/01/2022

JOB DESCRIPTION Laborer - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour: 07/01/2021

Skilled Interior Demolition Laborer: \$ 37.84
 General Interior Demolition Laborer: \$ 27.03*

*General Demolition Laborer performs manual work and work incidental to demolition, such as loading and carting of debris from work site to an area where it can be loaded into trucks for removal. Also performs clean-up of the site when demolition is complete.

SUPPLEMENTAL BENEFITS

Per Hour:

Skilled Interior Demolition Laborer: \$ 23.90
 General Interior Demolition Laborer: \$ 18.22

OVERTIME PAY

See (B, B2, I, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage Per Hour:

1000 hour terms at the following wage rate:

1st	2nd	3rd	4th
\$ 20.20	\$ 22.15	\$ 23.65	\$ 26.15

Supplemental Benefits per hour:

All Terms: \$ 9.67

9-MTDC (79-ID)

Laborer - Building

03/01/2022

JOB DESCRIPTION Laborer - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour: 07/01/2021
 Building:
 Plasterer Tender and
 Spray Fireproofing Tender \$ 40.65**

** To calculate premium wage, subtract \$2.00 from hourly wage

SUPPLEMENTAL BENEFITS

Per hour:
 Journeyworker \$ 28.79

OVERTIME PAY

See (B, B2, E, E2, Q, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:

1000 hours terms at the following wage.

07/01/2021

1st	2nd	3rd	4th
\$ 20.20	\$ 22.15	\$ 23.65	\$ 26.15

Supplemental Benefits per hour:

07/01/2021
 All Terms: \$ 9.67

9-30 (79)

Laborer - Building

03/01/2022

JOB DESCRIPTION Laborer - Building

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour: 07/01/2021 09/01/2021
 Asbestos, Lead and Hazardous Material Abatement Laborer (Re-Roofing Removal See Roofer) \$ 38.05 \$ 38.05

SUPPLEMENTAL BENEFITS

Per Hour:
 Laborer \$ 17.75 \$ 19.10

OVERTIME PAY

See (B, B2, I) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 28) on HOLIDAY PAGE

REGISTERED APPRENTICES

1000 hour terms at the following;

Per Hour:	07/01/2021
1st term	\$ 20.00
2nd Term	21.00
3rd Term	24.00
4th Term	26.00

SUPPLEMENTAL BENEFIT

Per Hour:

ALL TERMS \$ 14.25

4-NYDC(78)

Laborer - Building

03/01/2022

JOB DESCRIPTION Laborer - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour: 07/01/2021

Skilled Demolition Laborer: \$ 39.63
 General Demolition Laborer: \$ 28.21*

*General Demolition Laborer performs manual work and work incidental to demolition, such as loading and carting of debris from work site to an area where it can be loaded into trucks for removal. Also performs clean-up of the site when demolition is complete.

NOTE: Total Demolition Only: Demolition shall be the complete demolition (wrecking) or dismantling of entire buildings or structures. Also may include the removal of all or any portion of a roof in which structural change is to occur. Structural change is defined as the removal of structural slabs, steel members, concrete members and penetration through the structural slab.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker:

Skilled Demolition Laborer: \$ 27.72
 General Demolition Laborer: \$ 20.78

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:

(1) year terms at the following wage.

07/01/2021			
1st	2nd	3rd	4th
\$ 20.20	\$ 22.15	\$ 23.65	\$ 26.15

Supplemental Benefits per hour:

All Terms: 07/01/2021 \$ 9.67

9-79/95

Laborer - Concrete & Asphalt Paving

03/01/2022

JOB DESCRIPTION Laborer - Concrete & Asphalt Paving

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Group 1: Slurry Seal Coater, Maintenance Safety Surface, Small Power Tool Operator, Play Equipment Installer, Temporary Fence Installer & Repairs, Laborer.

Group 2: Production Paving Work: Shoveler, small equipment operator.

Per hour: 07/01/2021

Concrete Formsetter	\$ 53.85
Asphalt Screedman / Micro Paver	54.45
Asphalt Raker	53.85
Group 1	49.98
Group 2	49.98

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 42.51

Note: No payment of supplemental benefits is required on paid holidays, when employees do not work.

OVERTIME PAY

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

Note: Saturday premium rate applies from 7:00 am on Saturday to 6:59 am Sunday

Note: Sunday premium rate applies from Sunday 7:00 am to Monday 6:59 am.

HOLIDAY

Paid: See (5, 20) on HOLIDAY PAGE

HOLIDAY:

Overtime: See (21,22)** on HOLIDAY PAGE.

Note: See (5,20) Holiday pay -at the single time pay rate-shall be prorated based on 25% of a day's wages and benefits for each day worked during that calendar week.

**New Year's Day and Christmas Day: If an employee is performing work on these (2) days the employee will receive the single rate plus 25%.

* Columbus Day shall be an unpaid holiday. In the event work is performed on Columbus Day, wages shall be paid on a double time basis.

Note-When Independence day falls on Saturday, it will be observed on that Saturday, however, when it occurs on a Sunday, it will be observed on the Monday.

REGISTERED APPRENTICES

Wage per hour:

2000 hours term:

1st term	2nd term
1-1999	2000-4000
\$ 35.86	\$ 37.50

Supplemental Benefits per hour:

2000 hours term:

1st term	2nd term
1-1999	2000-4000
\$ 17.55	\$ 17.55

9-1010H/H

Laborer - Trac Drill

03/01/2022

JOB DESCRIPTION Laborer - Trac Drill

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Group 1: Chipper/Jackhammer, Powder Carrier, Hydraulic Chuck tender, Chuck Tender and Nipper, Magazine Keeper

Group 2: Hydraulic Trac Drill

Group 3: Air Trac, Wagon and Quarry bar

Group 4: Blaster

Per Hour:	07/01/2021	07/01/2022
		Additional
Group 1	\$ 43.50	\$ 2.30
Group 2	\$ 50.85	
Group 3	\$ 50.02	
Group 4	\$ 56.71	

SUPPLEMENTAL BENEFITS

Per Hour:

All Classifications \$ 48.63

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

When an observed holiday falls on a Saturday, work done shall be paid at double time.

HOLIDAY

Paid: See (2, 20) on HOLIDAY PAGE

Overtime: See (2, 5, 6, 11, 20) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:

1000 hour terms at the following hourly wage rate.

		07/01/2021
1st	0 - 1000	\$ 21.75
2nd	1001-2000	\$ 26.10
3rd	2001-3000	\$ 32.63
4th	3001-4000	\$ 39.15

Supplemental Benefits per hour:

All Apprentices \$ 48.63

9-731/29

Laborer - Tunnel

03/01/2022

JOB DESCRIPTION Laborer - Tunnel

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

GROUP 5: Blasters and Mucking Machine Operators

GROUP 6: Tunnel Workers* * (including Miners, Drill Runners, Iron Men, Maintenance Men, Inside Muck Lock Tender, Pumpmen, Electricians, Cement Finishers, Rod Men, Caulkers, Carpenters, Hydraulic Men, Shield Drivers, Monorail Operators, Motor Men, Conveyor Men, Safety Miners, Powder Carriers, Pan Men, Riggers, Miner's Helpers, Chuck Tenders, Track Men, Nippers, Brake Men, Form Workers, Concrete Workers, Tunnel Laborers, Caulker's Helpers), Hose Men, Grout Men, Gravel Men, Derail Men and Cable Men.

GROUP 7: Top Nipper

GROUP 8,9: Outside Man Lock Tender, Outside Muck Lock Tender, Shaft Men, Gauge Tender and Signal Men.

GROUP 10: Powder Watchmen, Top Laborers and Changehouse Attendants.

WAGES: (per hour)

07/01/2021

Laborer(Compressed Air):

GROUP 5	\$ 75.42
GROUP 6	72.73
GROUP 7	71.52
GROUP 8,9	70.09

GROUP 10 61.62

Note: For jobs bid before July 1, 2010 employer shall pay \$6.00 per day for each one half (1/2) mile or fraction starting from a point 500 feet from the shaft. For all jobs bid after July 1, 2010, said premium shall be \$10.00 per day.

SUPPLEMENTAL BENEFITS

SUPPLEMENTAL BENEFITS:
 per hour:

GROUP 5	\$ 53.35
GROUP 6	51.70
GROUP 7	50.66
GROUP 8,9	49.85
GROUP 10	47.25

OVERTIME PAY

See (D, M, *R) on OVERTIME PAGE

NOTE: Time and one-half to be paid for all overtime repair-maintenance work on existing equipment and facilities.

* Straight time first 8 hours, double time after 8 hours.

HOLIDAY

Paid: See (5, 6, 9, 11, 12, 15, 16, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 9, 11, 12, 15, 16, 25) on HOLIDAY PAGE

Good Friday may be exchanged for one of the holidays listed.

9-147Tnl/Comp Air

Mason

03/01/2022

JOB DESCRIPTION Mason

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour: 07/01/2021

Brick/Block Layer \$ 63.94

Base Wage for OT Calculation 53.65

SUPPLEMENTAL BENEFITS

Per Hour:

Brick/Block Layer \$ 29.55

OVERTIME PAY

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

Note: OT Calculated on Base Wage plus \$ 10.29/hr.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

(800 hour) Terms at the following Percentage of Journey workers "Base Wage" plus \$ 6.39/hr.:

1st	2nd	3rd	4th	5th
50%	60%	70%	80%	90%

Supplemental Benefits per hour:

All Apprentices \$ 20.70

4-1Brk

Mason - Building

03/01/2022

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Building

	07/01/2021	01/01/2022
Wages per hour:		
Mosaic & Terrazzo Mechanic	\$ 58.46	\$ 59.21
Mosaic & Terrazzo Finisher	\$ 56.86	\$ 57.60

SUPPLEMENTAL BENEFITS

Per hour:

Mosaic & Terrazzo Mechanic	\$ 26.11* + \$11.73	\$ 26.21* + \$11.73
Mosaic & Terrazzo Finisher	\$ 26.11* + \$11.71	\$ 26.21* + \$11.72

*This portion of benefits subject to same premium rate as shown for overtime wages.

OVERTIME PAY

See (A, E, Q) on OVERTIME PAGE

07/01/2021-Deduct \$6.80 from hourly wages before calculating overtime.

01/01/2022- Deduct \$7.00 from hourly wages before calculating overtime.

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
07/01/2021	\$ 25.82	\$ 28.40	\$ 31.00	\$ 33.58	\$ 36.16	\$ 38.74	\$ 43.91	\$ 49.08
01/01/2022	\$ 26.09	\$ 28.71	\$ 31.32	\$ 33.94	\$ 36.55	\$ 39.15	\$ 44.38	\$ 49.60

Supplemental benefits per hour:

07/01/2021	\$13.06* +\$9.27	\$14.37* +\$10.19	\$15.67* +\$11.12	\$16.98* +\$12.04	\$18.28* +\$12.97	\$19.59* +\$13.90	\$22.20* +\$15.75	\$24.81* +\$17.60
01/01/2022	\$13.11* +\$9.37	\$14.42* +\$10.30	\$15.73* +\$11.24	\$17.04* +\$12.17	\$18.35* +\$13.11	\$19.66* +\$14.05	\$22.28* +\$15.92	\$24.90* +\$17.79

Apprentices hired after 07/01/2017:

Wages Per hour:

	1st 0- 1500	2nd 1501- 3000	3rd 3001- 3750	4th 3751- 4500	5th 4501- 5250	6th 5251- 6000
07/01/2021	\$ 22.63	\$ 29.10	\$ 31.00	\$ 36.16	\$ 41.32	\$ 46.48
01/01/2022	\$ 22.82	\$ 29.34	\$ 31.32	\$ 36.55	\$ 41.77	\$ 46.99

Supplemental Benefits per hour:

	1st	2nd	3rd	4th	5th	6th
07/01/2021	\$4.59*	\$5.90*	\$15.67*	\$18.28*	\$20.89*	\$23.50*
	+\$6.49	+\$8.34	+\$11.12	+\$12.97	+\$14.83	+\$16.67
01/01/2022	\$4.62*	\$5.94*	\$15.73*	\$18.35*	\$20.97*	\$23.59*
	+\$6.56	+\$8.43	+\$11.24	+\$13.11	+\$14.99	+\$16.85

*This portion of benefits subject to same premium rate as shown for overtime wages.

9-7/3

Mason - Building **03/01/2022**

JOB DESCRIPTION Mason - Building **DISTRICT 9**

ENTIRE COUNTIES
 Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:	07/01/2021	12/06/2021	06/06/2022
Tile Setters	\$ 61.37	\$ 61.84	Additional \$ 0.73

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2021	12/06/2021
	\$ 25.91*	\$ 25.92*
	+ 10.02	+ 10.02

*This portion of benefits subject to same premium rate as shown for overtime wages.

OVERTIME PAY
 See (B, *E, Q, V) on OVERTIME PAGE
 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:

750 hour terms at the following wage rate:

	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	6001-6750	6501-7000
07/01/2021	\$20.84	\$25.66	\$32.68	\$37.50	\$40.99	\$44.30	\$47.82	\$52.63	\$55.35	\$59.34

Supplemental Benefits per hour:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$12.55*	\$12.55*	\$15.16*	\$15.16*	\$16.16*	\$17.66*	\$18.66*	\$18.66*	\$16.66*	\$21.91*
+\$.66	+\$.71	+\$.81	+\$.85	+\$1.23	+\$1.28	+\$1.63	+\$1.68	+\$5.83	+\$6.32

*This portion of benefits subject to same premium rate as shown for overtime wages.

9-7/52

Mason - Building **03/01/2022**

JOB DESCRIPTION Mason - Building **DISTRICT 9**

ENTIRE COUNTIES
 Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour:	07/01/2021	01/01/2022
Building-Marble Restoration: Marble, Stone &	\$ 46.16	\$ 46.60

Terrazzo Polisher, etc

SUPPLEMENTAL BENEFITS

Per Hour:
 Journeyworker:

Building-Marble Restoration:

Marble, Stone &

Polisher \$ 29.11 \$ 29.77

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:

900 hour term at the following wage:

	1st 1- 900	2nd 901- 1800	3rd 1801- 2700	4th 2701
07/01/2021	\$32.28	\$36.91	\$41.51	\$46.16
01/01/2022	\$32.61	\$37.28	\$41.94	\$46.60

Supplemental Benefits Per Hour:

07/01/2021	\$26.47	\$27.34	\$28.29	\$29.11
01/01/2022	\$27.07	\$27.97	\$28.87	\$29.77

9-7/24-MP

Mason - Building

03/01/2022

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:	07/01/2021	01/03/2022
Marble Cutters & Setters	\$ 61.73	\$ 62.17

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker	\$ 37.76	\$ 38.27
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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:

750 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
07/01/2021 \$ 24.70	\$ 27.77	\$ 30.87	\$ 33.94	\$ 37.03	\$ 40.11	\$ 43.20	\$ 46.29	\$ 52.46	\$ 58.64
01/03/2022 \$ 24.88	\$ 27.97	\$ 31.08	\$ 34.17	\$ 37.29	\$ 40.39	\$ 43.51	\$ 46.61	\$ 52.82	\$ 59.05

Supplemental Benefits per hour:

	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
07/01/2021	\$ 20.01	\$ 21.43	\$ 22.83	\$ 24.25	\$ 25.65	\$ 27.07	\$ 28.47	\$ 29.88	\$ 32.70	\$ 35.51
01/03/2022	\$ 20.55	\$ 22.04	\$ 23.52	\$ 25.01	\$ 26.47	\$ 27.96	\$ 29.42	\$ 30.91	\$ 33.86	\$ 36.81 9-7/4

Mason - Building **03/01/2022**

JOB DESCRIPTION Mason - Building **DISTRICT 9**

ENTIRE COUNTIES
 Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:	07/01/2021	12/06/2021	06/06/2022
Tile Finisher	\$ 47.26	\$ 47.56	Additional \$ 0.60

SUPPLEMENTAL BENEFITS

Per Hour:	\$ 22.66*	\$ 22.76*
	+ \$9.85	+ \$9.85

* This portion of benefits is subject to same premium rate as shown for overtime wages.

OVERTIME PAY
 See (A, *E, Q) on OVERTIME PAGE
 Double time rate after 10 hours on Saturdays

HOLIDAY
 Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

9-7/88-tf

Mason - Building **03/01/2022**

JOB DESCRIPTION Mason - Building **DISTRICT 9**

ENTIRE COUNTIES
 Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour:	07/01/2021	01/01/2022
Marble, Stone, etc. Maintenance Finishers:	\$ 26.73	\$ 27.01

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:	\$ 14.00	\$ 14.40

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:	07/01/2021	01/01/2022
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0-750	\$21.37	\$21.67
751-1500	\$22.09	\$22.38
1501-2250	\$22.81	\$23.10
2251-3000	\$23.52	\$23.80
3001-3750	\$24.61	\$24.87
3751-4500	\$26.04	\$26.29
4501+	\$26.73	\$27.01

Supplemental Benefits:
 Per hour:

0-750	\$ 11.24	\$11.52
751-1500	\$ 11.60	\$11.90
1501-2250	\$ 11.97	\$12.29
2251-3000	\$ 12.35	\$12.67
3001-3750	\$ 12.84	\$13.25
3751-4500	\$ 13.63	\$14.01
4501+	\$ 14.00	\$14.40

9-7/24M-MF

Mason - Building / Heavy&Highway **03/01/2022**

JOB DESCRIPTION Mason - Building / Heavy&Highway **DISTRICT 9**

ENTIRE COUNTIES
 Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES
 Per hour: 07/01/2021 01/03/2022

Marble-Finisher	\$ 48.87	\$ 48.97
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SUPPLEMENTAL BENEFITS
 Journeyworker:
 per hour

Marble- Finisher	\$ 35.25	\$ 35.76
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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 - Building / Heavy&Highway **03/01/2022**

JOB DESCRIPTION Mason - Building / Heavy&Highway **DISTRICT 4**

ENTIRE COUNTIES
 Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES
 Per Hour: 07/01/2021
 Cement Mason \$ 51.97

SUPPLEMENTAL BENEFITS
 Per Hour:

Cement Mason	\$ 33.71
Overtime Rate*	\$ 54.42

OVERTIME PAY
 See (*B1, Q, V) on OVERTIME PAGE
 * Applies to 9th and 10th hours and up to the 10th hour on Saturday

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 11, 13, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year terms at the following Percentage of Journeyworkers Wage.

1st Term	50%
2nd Term	60%
3rd Term	70%

Supplement Benefits per hour paid:

1st Term	\$ 16.86	OT Rate \$ 27.22
2nd Term	\$ 20.23	OT Rate \$ 32.66
3rd Term	\$ 23.60	OT Rate \$ 38.10

4-780

Mason - Building / Heavy&Highway

03/01/2022

JOB DESCRIPTION Mason - Building / Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

NOTE: Shall include but not limited to Precast concrete slabs (London Walks)Marble and Granite pavers 2'x 2' or larger.

Per Hour:

07/01/2021

Stone Setter \$ 68.23
 Base Rate \$52.06

Stone Tender \$ 50.64
 Base Rate \$43.49

SUPPLEMENTAL BENEFITS

Per Hour:

Stone Setter \$ 36.75

Stone Tender \$ 20.70

OVERTIME PAY

See (*C, **E, Q) on OVERTIME PAGE

Base Rates are use to Calculate Overtime Premiums then adding in:

\$16.22/Hr. for Stone Setter and \$7.15/Hr. for Stone Tender

* On weekdays the eighth (8th) and ninth (9th) hours are time and one-half all work thereafter is paid at double the hourly rate.

** The first nine (9) hours on Saturday is paid at time and one-half all work thereafter is paid at double the hourly rate.

HOLIDAY

Paid: See (*18) on HOLIDAY PAGE
 Overtime: See (5, 6, 10) on HOLIDAY PAGE

Paid: *Must work first 1/2.

REGISTERED APPRENTICES

Per Hour:

Stone Setter(800 hour) terms at the following Percentage of Stone Setters Base wage rate per hour plus \$7.69:

1st	2nd	3rd	4th	5th	6th
50%	60%	70%	80%	90%	100%

Supplemental Benefits:
 All Apprentices \$ 23.25

4-1Stn

Mason - Heavy&Highway

03/01/2022

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour: 07/01/2021 07/01/2022
 Additional
 \$ 2.25

Pointer, Caulkers & Cleaners \$ 57.03

SUPPLEMENTAL BENEFITS

Per Hour:

Pointer, Cleaners & Caulkers \$ 30.31

OVERTIME PAY

See (B, E2, H) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms at the following wage rates.

	1st	2nd	3rd	4th
	\$ 28.92	\$ 32.58	\$ 37.63	\$ 45.44

Apprentices Supplemental Benefits:

(per hour paid)	\$ 15.11	\$ 19.66	\$ 23.41	\$ 24.41

4-1PCC

Operating Engineer - Building

03/01/2022

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) 07/01/2021

Building Construction:

Party Chief \$ 76.09
 Instrument Man \$ 60.41
 Rodman \$ 41.11

Steel Erection:

Party Chief \$ 79.02
 Instrument Man \$ 62.89
 Rodman \$ 44.03

Heavy Construction-NYC counties only:
 (Foundation, Excavation.)

Party Chief \$ 84.60
 Instrument man \$ 63.79

Rodman	\$ 54.52
SUPPLEMENTAL BENEFITS	
Per Hour:	07/01/2021
Building Construction	\$ 24.40* +\$ 7.15
Steel Erection	\$ 25.00* +\$ 7.15
Heavy Construction	\$ 25.25* +\$ 7.15

* This portion subject to same premium as wages

Non-Worked Holiday Supplemental Benefit:
\$ 16.45

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

**Operating Engineer - Building, Maintenance, Steel Erection
& Heavy Construction**

03/01/2022

JOB DESCRIPTION Operating Engineer - Building, Maintenance, Steel Erection & Heavy Construction **DISTRICT 9**

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

STEEL ERECTION:

Group 1: Derrick, travelers, tower, crawler tower & climbing cranes

Group 2: Oiler (Truck Crane)

Group 3: Oiler (Crawler Crane)

BUILDING CONSTRUCTION:

Group 1: Installing, repairing, maintaining, dismantling of all equipment including Steel cutting & bending machines, mechanical heaters, mine hoists, climbing cranes, tower cranes, Linden Peine, Lorain, Liebherr, Mannes and machines of a similar nature; Well Point system, Deep Well pumps, Concrete mixers with loading devices, Concrete plants, motor generators (When used for temporary power and lights) (Driving maintenance trucks and mounted-welded machines)-All Pumps(excluding River Cofferdam Pumps and Well Point Pumps), Motorized Concrete Buggies(When three or more are on job site), Skid-Steer and similar machines

Group 2: Maintenance of: Pumps, Generators, Mixers, Heaters

Group 3: Oilers of all gasoline, electric, diesel or air operated Gradalls; Concrete Pumps, Overhead Cranes in Power Houses, Assist in oiling, greasing and repairing of all machines, including: Driving Truck Cranes, Driving and operating Fuel and Grease Trucks, Cherry Pickers (Hydraulic Cranes) over 70,000 GVW and machines of a similar nature

Group 4: Oiler on Crawler Cranes, Backhoes, Trenching Machines, Guniting Machines, Compressors (3 or more in battery)

Group 5: Maintenance on Radiant Mechanical Heaters

HEAVY CONSTRUCTION (Excavation, Foundations, etc)

Group 1: Maintenance of: Generators, Light Towers

Group 2: Maintenance of: Pumps, Mixers including mudsucking

Group 3: Base Mounted Tower Cranes

Group 4: Installing, repairing, maintaining, dismantling(of all equipment including Steel cutting & Bending machines, Fusion Coupling Machines, Vermeer Trenching machines, on-site crushing plant, mechanical heaters(1 through 7),Mine hoists, Tower Cranes, Linden Peine, Lorrain, Lebherr, Mannes or machines of a similar nature, Wellpoints)-Driving maintenance trucks and truck mounted welding machines, burning, welding-operating of accumulator for shield-driven tunnels, in addition to the performance of other duties:Handling,installation, jointing, coupling of all permanent steel and plastic pipe. RIDE UPON MOLES-tunnel boring machines-MICRO TUNNELING SYSTEMS, All temporary pipefitting;When three or more motorized concrete buggies(Ride type)are utilized on the jobsite they shall be serviced, maintained and repaired by the maintenance engineer.The Operating Engineer on autogrades(C.M.I.)is to be assisted by the maintenance engineer who shall in addition perform other duties.

WAGES:

Per hour: 07/01/2021

Steel Erection:

Group 1	\$ 77.62
Group 2	78.09
Group 3	57.38

Building Construction:

Group 1	\$ 72.36
Group 2	57.74
Group 3	69.14
Group 4	53.13
Group 5	46.77

Heavy Construction:

Group 1	\$ 55.76
Group 2	57.01
Group 3	103.68
Group 4	80.71

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2021

Building Construction	\$ 25.55* plus \$7.40
Steel Erection & Heavy	\$ 26.05* plus \$7.40

* This portion of benefits subject to same premium as wages.

Non-Worked Holiday Supplemental Benefits:

\$ 16.95

OVERTIME PAY

See (D, O) on OVERTIME PAGE

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

REGISTERED APPRENTICES

Wages Per Hour:

(1) year terms at the following wage rates:

Apprentices:	1st	2nd	3rd	4th.
07/01/2021	\$36.11	\$42.97	\$46.40	\$49.83

Supplemental Benefits:

Per Hour:
 All Apprentices: \$ 12.55* Plus 7.40

* This portion of benefits subject to same premium as wages.

Operating Engineer - Building / Heavy&Highway

03/01/2022

JOB DESCRIPTION Operating Engineer - Building / Heavy&Highway

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

EQUIPMENT COVERED: Jet-Rodder/Vacuum Truck, Flusher, Sewer Rodder, Stetco Hoist and similar, Sewer Winch/Tugger Hoist and similar, Vacall/Vactor, Closed Circuit Television Inspection Equipment, Chemical Grouting Equipment and similar, John Beame, Meyers and similar.

Per Hour: 07/01/2021

Maintenance Engineer (Sewer Systems) \$ 80.71

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2021

Journeyman \$ 26.05* plus \$ 7.40

*This portion of benefits subject to same premium as wages.

Non-Worked Holiday Supplemental Benefits: \$ 16.95

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 7, 11, 16) on HOLIDAY PAGE
 Overtime: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

REGISTERED APPRENTICES

Per Hour:

(1) year terms at the following wage rates.

1st	2nd	3rd	4th
\$36.11	\$42.97	\$46.40	\$49.83

Supplemental Benefits:
 Per Hour:

All Apprentices: \$ 12.55* plus \$ 7.40

* This portion of benefits subject to the same premium as overtime wages

9-15Sewer

Operating Engineer - Building / Heavy&Highway 03/01/2022

JOB DESCRIPTION Operating Engineer - Building / Heavy&Highway **DISTRICT 4**

ENTIRE COUNTIES
 Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour: 07/01/2021 08/01/2021

Well Driller \$ 39.30 \$ 39.45

Well Driller Helper 34.17 34.17

Hazardous Waste Differential
 Added to Hourly Wage:

Level A	\$ 3.00	\$ 3.00
Level B	2.00	2.00
Level C	1.00	1.00

Monitoring Well Work
 Add to Hourly Wage:

Level A	\$ 3.00	\$ 3.00
Level B	2.00	2.00

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2021 08/01/2021

Well Driller & Helper	10% of straight time rate plus \$ 12.50	10% of straight time rate plus \$ 13.50
--------------------------	--	--

Additional \$ 4.25/Hr. for Premium Time Hours Worked

OVERTIME PAY

See (B2, P, S) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 16, 23) on HOLIDAY PAGE
 Overtime: See (5, 6, 16, 23) on HOLIDAY PAGE

REGISTERED APPRENTICES

Apprentices at 12 Month Terms

Wages Per Hour:	07/01/2021	08/01/2021
1st Term	\$ 28.00	\$ 28.00
2nd Term	29.00	29.00
3rd Term	30.00	30.00

SUPPLEMENTAL BENEFITS

Per Hour:

1st Term	10% of Wage + \$ 13.50
2nd Term	10% of Wage + \$ 13.50
3rd Term	10% of Wage + \$ 13.50

Additional \$4.25/Hr. for premium time hours worked.

4-138well

Operating Engineer - Building & Steel Erection

03/01/2022

JOB DESCRIPTION Operating Engineer - Building & Steel Erection

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per Hour: 07/01/2021
STEEL ERECTION:

Three Drum Derricks	\$ 99.16
Cranes, Two Drum Derricks, Hydraulic Cranes & Fork Lifts, Boom Trucks	\$ 95.57
Compressors, Welding Machines	\$ 59.87
Compressors (not combined with welding machines)	\$ 57.36

BUILDING CONSTRUCTION:

Cranes, Stone Derrick, Boom Trucks, Hydraulic Cranes,	\$ 95.90
Double Drum	\$ 90.96
4 Pole Hoists and Single Drum Hoists	\$ 84.78
Fork Lifts, Plaster (Platform Machine) Plaster Bucket, Concrete Pumps and all other equipment used for hoisting	\$ 77.74
*House Cars and Rack & Pinion	\$ 68.81
*House Cars (New Projects)	\$ 56.30
Erecting and dismantling Cranes	\$ 85.61

Compressors, Welding Machines (Cutting Concrete-Tank Work),
 Paint Spraying, Sand Blasting, Pumps (With the exclusion of
 concrete pumps), House Car (Settlement basis only), All
 Engines irrespective of power (Power-Vac) used to drive
 auxiliary equipment Air, Hydraulic, etc., Boilers, Jacking System
 \$ 59.92

APPLICABLE TO ALL CATEGORIES:

CRANES: Crawler Or Truck

	In Addition To Above Crane Rates
100" to 149" Boom	\$ 1.75/hr
150" to 249" "	\$ 2.00/hr
250" to 349" "	\$ 2.25/hr
350" to 450" "	\$ 2.75/hr
Tower Crane	\$ 2.00/hr

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2021

All Operator Classes \$ 24.15*
 plus \$ 5.95

* This portion of the benefits is subject to the same premium as shown for overtime wages.

OVERTIME PAY

See (*B, **C, ***D, O) on OVERTIME PAGE

*Applies to House Cars and Rack & Pinion after 8 hours worked in a day, Saturday, Sunday and Holidays

**Applies to Building Construction category

***Applies to Steel Erection

HOLIDAY

Paid: See (5, 6, 7, 8, 11, 12, 16, 26) on HOLIDAY PAGE

Overtime: See (5, 6, 7, 8, 11, 12, 16, 26) on HOLIDAY PAGE

Codes 8 and 12 apply ONLY to Steel Erection

Code 16 applies ONLY to Building Construction

REGISTERED APPRENTICES

Wage Per Hour:

Apprentices (1) year terms at the following rates:

	1st	2nd	3rd
07/01/2021	\$ 41.98	\$ 50.77	\$ 59.56

Supplemental Benefits Per Hour:

07/01/2021

Straight Time \$ 13.65*
 plus \$ 5.95

* This portion of benefits subject to the same premium as shown for overtime wages.

9-14 B&S

Operating Engineer - Heavy Construction 1

03/01/2022

JOB DESCRIPTION Operating Engineer - Heavy Construction 1

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

(For Groups 23 - 28, see Operating Engineer - Heavy Construction 2)

Group 1: Tower Crane/Climbing Crane

Group 2: Backhoes (Including all track and rubber tire backhoes over 37,000 lbs), Power Shovels, Steel Erection:Hydraulic Clam Shells,Moles and machines of a similar nature

Group 3: Mine Hoists, Cranes, etc, used as Mine Hoists

Group 4: Gradalls, Keystones, Cranes (With digging buckets), Bridge Cranes, Trenching Machines, Vermeer Cutter and machines of a similar nature

Group 5: Pile Drivers and Rigs (Employing Dock-Builders Foreman), Derrick Boats, Tunnel Shovels,

Group 6: All Drills and machines of a similar nature

Group 7: Back-Filling Machines and Cranes, Mucking Machines, Dual Drum Pavers

Group 8: Mixers (Concrete with loading attachment), Concrete Pavers, Cableways, Land Derricks, Power House (Low pressure units)

Group 9: Concrete Pumps, Concrete Plant, Stone Crushers, Double Drum Hoists, Power Houses (Other than above)

Group 10: Concrete Mixer

Group 11: Elevators

Group 12: Concrete Breaking Machines, Single Drum Hoists, Load Masters, Locomotives and Dinkies (Over 10 tons), Hydraulic Crane-Second Engineer

- Group 13: On-Site Concrete Plant Engineers, On-Site Asphalt Plant Engineer and Vibratory Console
- Group 14: Barrier Mover, Barrier Transport and machines of a similar nature
- Group 15: Compressors (Portable, 3 or more), Truck Compressor (Engineer Driver), Tugger Machines, Well Point Pumps, Chum Drill
- Group 16: Boilers(High pressure),Compressors, Pumps(River Cofferdam) and Welding Machines(except where arc is operated by another Operating Engineer) Push Button Machines, All Engines,irrespective of power(Power Pac) used to drive auxiliary equipment, Air, Hydraulic, etc.
- Group 17: Utility-Horizontal Boring Rig
- Group 18: Utility Compressors
- Group 19: Paving-Asphalt Spreader, Autogrades (C.M.I.), Roto-Mill
- Group 20: Paving-Asphalt Roller
- Group 21 Paving-Asphalt Plant
- Group 22: Roller (non paving, all sizes)

WAGES:(per hour) 07/01/2021

Group 1	\$ 114.55
Group 2	95.85
Group 3	98.69
Group 4	96.50
Group 5	94.74
Group 6	91.28
Group 7	92.85
Group 8	90.39
Group 9	88.65
Group 10	85.08
Group 11	80.01
Group 12	81.61
Group 13	82.16
Group 14	74.51
Group 15	63.86
Group 16	59.91
Group 17	86.36
Group 18	59.57
Group 19	90.39
Group 20	88.27
Group 21	75.84
Group 22	88.27

Cranes: Crawler or Truck

100" to 149"	\$0.50 per hour additional to above Crane Rates
150" to 249"	\$0.75 per hour additional to above Crane Rates
250" to 349"	\$1.00 per hour additional to above crane Rates
350" to 450"	\$1.50 per hour additional to above crane Rates

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2021
Groups 1-22	
Regular Time	\$ 24.15* plus \$ 5.95

* This portion of benefits subject to the same premium as shown for wages.

Non-Worked Holiday Supplemental Benefits:
\$ 18.50

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 7, 11, 16) on HOLIDAY PAGE
Overtime: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

REGISTERED APPRENTICES

Per Hour:
(1) year terms at the following wage rates:

Groups 1-22	1st	2nd	3rd
07/01/2021	\$41.98	\$50.77	\$59.56

Supplemental Benefits:

Per Hour:
 Groups 1-22

07/01/2021
 \$ 13.65*
 plus \$ 5.95

* This portion of benefits is subject to the SAME PREMIUM as shown for overtime wages

9-14 HC

Operating Engineer - Heavy Construction 2

03/01/2022

JOB DESCRIPTION Operating Engineer - Heavy Construction 2

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

(For Groups 1 - 22, see Operating Engineer - Heavy Construction 1)

Group 23: Cherry Picker (Over 20 tons), Loader (Over 6 yards)

Group 24: Backhoes and Loaders (Up to 37,000lbs), Bulldozers, Scrapers, Turn-A-Pulls, Tugger Hoists, Tractors, Hysters, Roustabout Cranes, Conveyors, Ballast Regulators (Ride On), Track Removal Machine or similar, Motor Graders, Locomotives (10 tons and under),Curb & Gutter Pavers and machines of a similar nature

Group 25: Post Hole Digger,Ditch Winch, Road Finishing Machines, Rollers (5 tons and under, Dual Purpose Trucks,Forklifts, Dempsey Dumpsters, Fireman

Group 26: Service Engineer (Gradalls, Concrete Pumps, Cold Planers Grader)

Group 27: Service Mechanic (Shovels, Draglines, Crawler Cranes, Backhoes, Trenching Machines, Compressors (3 or more in battery)

Group 28: Steam Equipment Operator (Water rigs, steam shovels, power boilers, derrick boats)

WAGES:(per hour) 07/01/2021

Group 23	\$83.31
Group 24	81.06
Group 25	77.28
Group 26	73.48
Group 27	53.11
Group 28	77.28

Cranes: Crawler or Truck

100"" to 149""	\$0.50 per hour additional to above Crane Rates
150"" to 249""	\$0.75 per hour additional to above Crane Rates
250"" to 349""	\$1.00 per hour additional to above crane Rates
350"" to 450""	\$1.50 per hour additional to above crane Rates

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2021

Groups 23-28
 Regular Time \$ 26.05* plus \$7.40

* This portion of benefits subject to the same premium as shown for wages.

Non-Worked Holiday Supplemental Benefits:
 \$ 16.95

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 7, 11, 16) on HOLIDAY PAGE
 Overtime: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

REGISTERED APPRENTICES

Per Hour:

(1) year terms at the following wage rates:

	1st	2nd	3rd	4th
Groups 23-28	\$36.11	\$42.97	\$46.40	\$49.83

Supplemental Benefits:
 Per Hour:
 Groups 23-28

Regular Time \$ 12.55* plus \$ 7.40

* This portion of benefits is subject to the SAME PREMIUM as shown for overtime wages

9-15 HC

Operating Engineer - Marine Dredging

03/01/2022

JOB DESCRIPTION Operating Engineer - Marine Dredging

DISTRICT 4

ENTIRE COUNTIES

Albany, Bronx, Cayuga, Clinton, Columbia, Dutchess, Essex, Franklin, Greene, Jefferson, Kings, Monroe, Nassau, New York, Orange, Oswego, Putnam, Queens, Rensselaer, Richmond, Rockland, St. Lawrence, Suffolk, Ulster, Washington, Wayne, Westchester

WAGES

These wages do not apply to Operating Engineers on land based construction projects. For those projects, please see the Operating Engineer Heavy/Highway Rates. The wage rates below for all equipment and operators are only for marine dredging work in navigable waters found in the counties listed above.

Per Hour:	07/01/2021	10/01/2021
CLASS A1 Deck Captain, Leverman Mechanical Dredge Operator Licensed Tug Operator 1000HP or more.	\$ 41.42	\$ 41.42
CLASS A2 Crane Operator (360 swing)	36.91	36.91
CLASS B Dozer, Front Loader Operator on Land	To conform to Operating Engineer Prevailing Wage in locality where work is being performed including benefits.	
CLASS B1 Derrick Operator (180 swing) Spider/Spill Barge Operator Operator II, Fill Placer, Engineer, Chief Mate, Electrician, Chief Welder, Maintenance Engineer Licensed Boat, Crew Boat Operator	35.82	35.82
CLASS B2 Certified Welder	33.72	33.72
CLASS C1 Drag Barge Operator, Steward, Mate, Assistant Fill Placer	32.80	32.80
CLASS C2 Boat Operator	30.89	31.74
CLASS D Shoreman, Deckhand, Oiler, Rodman, Scowman, Cook, Messman, Porter/Janitor	25.66	26.37

SUPPLEMENTAL BENEFITS

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

	07/01/2021	10/01/2021
All Classes A & B	\$11.98 plus 8% of straight time wage, Overtime hours	\$11.98 plus 8% of straight time wage, Overtime hours

	add \$ 0.63	add \$ 0.63
All Class C	\$11.68 plus 8% of straight time wage, Overtime hours add \$ 0.48	11.68 plus 8% of straight time wage, Overtime hours add \$ 0.48
All Class D	\$11.38 plus 8% of straight time wage, Overtime hours add \$ 0.33	11.38 plus 8% of straight time wage, Overtime hours add \$ 0.33

OVERTIME PAY

See (B2, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 15, 26) on HOLIDAY PAGE

4-25a-MarDredge

Operating Engineer - Survey Crew - Consulting Engineer **03/01/2022**

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: 07/01/2021
 Survey Classifications

Party Chief \$ 45.83
 Instrument Man 38.17
 Rodman 33.34

SUPPLEMENTAL BENEFITS

Per Hour:
 All Crew Members: \$ 20.60

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

Painter **03/01/2022**

JOB DESCRIPTION Painter **DISTRICT 8**

ENTIRE COUNTIES
 Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour: 07/01/2021

Brush \$ 50.30*

Abatement/Removal of lead based
 or lead containing paint on
 materials to be repainted. 50.30*

Spray & Scaffold \$ 53.30*
 Fire Escape 53.30*
 Decorator 53.30*

Paperhanger/Wall Coverer 52.93*

*Subtract \$ 0.10 to calculate premium rate.

SUPPLEMENTAL BENEFITS

Per hour: 07/01/2021

Paperhanger \$ 31.83
All others 29.81
Premium 33.40**

**Applies only to "All others" category,not paperhanger journeyworker.

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: 07/01/2021
Appr 1st term... \$ 19.56*
Appr 2nd term... 25.12*
Appr 3rd term... 30.42*
Appr 4th term... 40.65*

*Subtract \$ 0.10 to calculate premium rate.

Supplemental benefits:

Per Hour: 07/01/2021
Appr 1st term... \$ 14.72
Appr 2nd term... 18.23
Appr 3rd term... 21.06
Appr 4th term... 26.67

8-NYDC9-B/S

Painter

03/01/2022

JOB DESCRIPTION Painter

DISTRICT 8

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

PARTIAL COUNTIES

Nassau: Atlantic Beach, Ceaderhurst, East Rockaway,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 South side of Sunrise Hwy in Valley Stream running east to Windsor and Rockaway Ave, Rockville is the boundary line up to Lawson Blvd, turning right going west all the above territory. Starting at Union Turnpike &Lakeville Rd going north to northern Blvd. the west side of Lakeville Rd to Northern Blvd. At Northern Blvd doing 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 & Sands Point, Manor Haven, & Harbour Acres.

WAGES

Per hour: 07/01/2021
Drywall Taper \$ 54.78

SUPPLEMENTAL BENEFITS

Per Hour:
Journeyworker: \$ 23.20

OVERTIME PAY

See (A, H) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (4, 6, 8, 11, 18, 19, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

This applies to all apprentices who were enrolled in the program prior to December 27, 2017

Wage per hour:

12 month terms (year consists of 1500 hours).
07/01/2021

1st year	\$ 21.22
2nd year	32.97
3rd year	43.88

Supplemental Benefits per hour:

One (1) year term at the following dollar amount:

1st term	\$ 13.75
2nd term	18.62
3rd term	20.91

This applies to all apprentices who were enrolled in the program after December 27, 2017

1st term	\$ 21.22
2nd term	27.52
3rd term	32.97
4th term	43.88

Supplemental Benefits per hour:

1st term	\$ 13.75
2nd term	17.48
3rd term	18.62
4th term	20.91

8-NYC9-1974-DWT

Painter - Bridge & Structural Steel **03/01/2022**

JOB DESCRIPTION Painter - Bridge & Structural Steel

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per Hour:

STEEL:

Bridge Painting:	07/01/2021	10/01/2021
	\$ 51.50	\$ 53.00
	+ 8.63*	+ 9.63*

ADDITIONAL \$6.00 per hour for POWER TOOL/SPRAY, whether straight time or overtime.

NOTE: All premium wages are to be calculated on base rate per hour only.

* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).

NOTE: Generally, for Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

SHIFT WORK:

When directly specified in public agency or authority contract documents for an employer to work a second shift and works the second shift with employees other than from the first shift, all employees who work the second shift will be paid 10% of the base wage shift differential in lieu of overtime for the first eight (8) hours worked after which the employees shall be paid at time and one half of the regular wage rate. When a single irregular work shift is mandated in the job specifications or by the contracting agency, wages shall be paid at time and one half for single shifts between the hours of 3pm-11pm or 11pm-7am.

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker:	07/01/2021	10/01/2021
	\$ 10.90	\$ 10.90
	+ 30.00*	+ 30.60*

* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (4, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage - Per hour:

Apprentices: (1) year terms

	07/01/2021	10/01/2021
1st year	\$ 20.60 + 3.45*	\$ 21.20 + 3.86*
2nd year	\$ 30.90 + 5.18*	\$ 31.80 + 5.78*
3rd year	\$ 41.20 + 6.90*	\$ 42.40 + 7.70*
Supplemental Benefits - Per hour:		
1st year	\$.25 + 12.00*	\$.25 + 12.24*
2nd year	\$ 10.90 + 18.00*	\$ 10.90 + 18.36*
3rd year	\$ 10.20 + 24.00*	\$ 10.90 + 24.48*

NOTE: All premium wages are to be calculated on base rate per hour only.

8-DC-9/806/155-BrSS

Painter - Line Striping

03/01/2022

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, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES

Per hour:

	07/01/2021	07/01/2022
Painter (Striping-Highway):		
Striping-Machine Operator*	\$ 30.32	\$ 31.53
Linerman Thermoplastic	36.93	38.34

Note: * Includes but is not limited to: Positioning of cones and directing of traffic using hand held devices. Excludes the Driver/Operator of equipment used in the maintenance and protection of traffic safety.

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

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

SUPPLEMENTAL BENEFITS

Per hour paid:	07/01/2021	07/01/2022
Journeyworker:		
Striping Machine Operator:	\$ 10.03	\$ 10.03

Linerman Thermoplastic: 10.03 10.03

OVERTIME PAY

See (B, B2, E2, F, S) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 20) on HOLIDAY PAGE
 Overtime: See (5, 20) on HOLIDAY PAGE

REGISTERED APPRENTICES

One (1) year terms at the following wage rates:

	07/01/2021	12/31/2021	07/01/2022
1st Term*:	\$ 15.00	\$ 15.00	\$ 15.00
1st Term**:	14.00	15.00	15.00
1st Term***:	12.50	13.20	13.20
2nd Term:	18.19	18.19	18.92
3rd Term:	24.26	24.26	25.22

*Bronx, Kings, New York, Queens, Richmond, and Suffolk counties

**Nassau and Westchester counties

***All other counties

Supplemental Benefits per hour:

1st term:	\$ 9.16	\$ 9.16	\$ 9.16
2nd Term:	9.16	9.16	10.03
3rd Term:	9.16	9.16	10.03

8-1456-LS

Painter - Metal Polisher

03/01/2022

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

	07/01/2021
Metal Polisher	\$ 37.13
Metal Polisher*	38.23
Metal Polisher**	41.13

*Note: Applies on New Construction & complete renovation

** Note: Applies when working on scaffolds over 34 feet.

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2021

Journeyworker:
 All classification \$ 10.64

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:

	07/01/2021
1st year	\$ 16.00
2nd year	17.00
3rd year	18.00
1st year*	\$ 16.39
2nd year*	17.44

3rd year*	18.54
1st year**	\$ 18.50
2nd year**	19.50
3rd year**	20.50

*Note: Applies on New Construction & complete renovation
 ** Note: Applies when working on scaffolds over 34 feet.

Supplemental benefits:
 Per hour:

1st year	\$ 7.39
2nd year	7.39
3rd year	7.39

8-8A/28A-MP

Plasterer **03/01/2022**

JOB DESCRIPTION Plasterer **DISTRICT 9**

ENTIRE COUNTIES
 Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per hour:	07/01/2021	08/01/2021
Building: Plasterer/Traditional & Spraying Fireproofing	\$ 50.73*	\$ 51.00*

SUPPLEMENTAL BENEFITS

Per hour: Journeyworker	\$ 22.37	\$ 23.15
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OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE
 *When calculating overtime pay, subtract \$5.00 from wages.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages: (per hour) 800 hours term:	07/01/2021	08/01/2021
1st term	\$ 28.04	\$ 28.19
2nd term	30.59	30.59
3rd term	35.69	35.88
4th term	38.23	38.43

Supplemental Benefits:
 (per hour):
 (800) hours term:

	07/01/2021	08/01/2021
1st term	\$ 14.27	\$ 14.70
2nd term	15.14	15.60
3rd term	16.89	17.43
4th term	17.76	18.35

9-262

Plumber **03/01/2022**

JOB DESCRIPTION Plumber **DISTRICT 9**

ENTIRE COUNTIES
 Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:
 07/01/2021

Plumber \$ 71.25

Temporary Service** \$ 57.08

** Temporary Service- Includes Maintenance of cooling & heating apparatus, maintenance work on pneumatic systems during the construction period, and work on temporary heat. All hours paid at straight time, including holidays.

**THERE ARE NO HELPERS UNDER THIS CLASSIFICATION.

On tower work, bridges, elevated highway, or buildings, where pipe is being installed, fifty (50) or more feet vertically in a free drop from its base,an additional \$1.00 per hour.

SHIFT WORK:

Shift work,when directly specified in public agency or authority contract documents, and continues for a period of not less than ten (10) consecutive work days. A shift shall consist of seven(7) hours with one-half (1/2) hour for lunch after the first four (4) hours of each shift. A premium of thirty percent (30%) for wages and supplemental benefits on shift work performed Monday through Friday on the 4 P.M.and midnight shifts.

For shift work performed on weekends the shift premium shall be fifty percent (50%) of wages and supplemental benefits.

For shift work performed on holidays designated below, double time wages and supplemental benefits shall be paid. Also noted that the normal workday Monday through Friday 8:00 A.M. to 3:00 P.M. is not considered shift work, and therefore not subject to shift premium.

SUPPLEMENTAL BENEFITS

Per hour:
 07/01/2021
 Plumber \$ 39.95

Temporary Service \$ 31.08

OVERTIME PAY

Plumber See (C, O, V) on OVERTIME PAGE.

When calculating premium pay, subtract \$ 0.33 from regular hourly wage rate for Plumber Classification and Repairs & Maintenance, subtract \$ 0.31 from regular hourly wage for Temporary Service.

HOLIDAY

Plumber
 Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE.
 Repairs & Maintenance
 Paid: See (1) on HOLIDAY PAGE.
 Overtime: See (5, 6, 25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages per hour:

(1/2) year terms at the following wage:

	1st	2nd	3rd&4th	5th&6th	7th&8th	9th	10th
07/01/2021	\$16.78	\$19.78	\$28.36	\$30.46	\$33.31	\$34.71	\$46.78

Supplemental Benefits:

(1/2) year term at the following dollar amount:

	1st	2nd	3rd-10th
07/01/2021	\$5.43	\$6.43	\$21.19

9-1 Const

Plumber - Pump & Tank: Oil Trades Installation & Maintenance

03/01/2022

JOB DESCRIPTION Plumber - Pump & Tank: Oil Trades Installation & Maintenance

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:
 07/01/2021

Pump & Tank \$ 68.31*
*Plus \$ 0.85 which may be allocated later

SUPPLEMENTAL BENEFITS

Per hour:

Plumber \$ 26.33

OVERTIME PAY

Pump & Tank See (B, F, H) on OVERTIME PAGE.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE.

Overtime: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE.

9-1-P&T

Plumber - Repairs & Maintenance

03/01/2022

JOB DESCRIPTION Plumber - Repairs & Maintenance

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:

Repairs & Maintenance	07/01/2021	01/01/2022
	\$ 45.25	Additional \$ 2.25

*Repair & Maintenance work is any repair and/or replacement of present plumbing system that does not change existing roughing or water supply lines. Projects regardless of work type which have approved plans and specifications wherein the plumbing exceeds \$725,000 are excluded.

SUPPLEMENTAL BENEFITS

Per hour:

Repair \$ 19.06

Maintenance

OVERTIME PAY

Repairs & Maintenance See (B, H) on OVERTIME PAGE.

HOLIDAY

Repairs & Maintenance

Paid: See (1) on HOLIDAY PAGE.

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

REGISTERED APPRENTICES

Note: The Repairs & Maintenance Category has NO Apprentices.

9-1 R&M

Roofer

03/01/2022

JOB DESCRIPTION Roofer

DISTRICT 9

ENTIRE COUNTIES

Bronx, Dutchess, Kings, New York, Orange, Putnam, Queens, Richmond, Rockland, Sullivan, Ulster, Westchester

WAGES

Per Hour: 07/01/2021

Roofer/Waterproofer \$ 45.25
+ \$7.00*

* This portion is not subjected to overtime premiums.

Note: Abatement/Removal of Asbestos containing roofs and roofing material is classified as Roofer.

SUPPLEMENTAL BENEFITS

Per Hour: \$ 28.62

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
	\$ 15.84	\$ 22.63	\$ 27.15	\$ 33.94
		+ 3.50*	+ 4.20*	+ 5.26*

Supplements:

	1st	2nd	3rd	4th
	\$ 3.72	\$ 14.47	\$ 17.30	\$ 21.55

9-8R

Sheetmetal Worker

03/01/2022

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per Hour:		07/01/2021	8/01/2021
Sign Erector		\$ 52.29	\$ 53.97

NOTE: Structurally Supported Overhead Highway Signs(See STRUCTURAL IRON WORKER CLASS)

SUPPLEMENTAL BENEFITS

Per Hour:		07/01/2021	8/01/2021
Sign Erector		\$ 51.26	\$ 53.15

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:

07/01/2021

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 14.34	\$ 16.26	\$ 18.17	\$ 20.10	\$ 28.02	\$ 30.47	\$ 33.72	\$ 36.27	\$ 38.77	\$ 41.29

8/01/2021

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD

4-137-SE

Sheetmetal Worker

03/01/2022

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour:		07/01/2021	08/01/2021
Sheetmetal Worker		\$ 57.61	\$ 57.60
Temporary Operation or Maintenance of Fans		47.33	47.33

SUPPLEMENTAL BENEFITS

Per Hour:

Sheetmetal Worker	\$ 48.90	\$ 49.24
Maintenance Worker	48.90	49.24

OVERTIME PAY

See (B, E, E2, Q, V) on OVERTIME PAGE
 For Maintenance See Codes B,E, Q & V

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Per Hour:Wages

Six(6) Month Terms As Follows:

1st & 2nd Term	\$ 20.20	\$ 20.19
3rd & 4th Term	25.96	25.96
5th & 6th Term	31.72	31.71
7th & 8th Term	40.37	40.37
9th Term	46.11	46.10

Per Hour: Supplemental Benefits

1st & 2nd Term	\$ 17.98	\$ 18.10
3rd & 4th Term	24.64	24.79
5th & 6th Term	29.06	29.25
7th & 8th Term	35.66	35.90
9th Term	40.10	40.37

4-28

Steamfitter

03/01/2022

JOB DESCRIPTION Steamfitter

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour: 07/01/2021

AC Service/Heat Service \$ 42.85

Refrigeration, A/C, Oil Burner and Stoker Service and Repair.
 Refrigeration Compressor installation. (Not to exceed 5 Hp combined on any one project).
 Air Condition / Heating Compressor installation.(Not to exceed 15 tons combined on any one project).

SUPPLEMENTAL BENEFITS

Per Hour

AC Service/Heat Service \$ 19.46

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 11, 15, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

1 year terms

Wages per hour:

1st Term	\$ 20.75
2nd Term	25.04
3rd Term	29.17
4th Term	35.22

Benefits per hour:

1st Term \$ 12.99

2nd Term	14.24
3rd Term	15.53
4th Term	17.29

4-638B-StmFtrRef

Steamfitter

03/01/2022

JOB DESCRIPTION Steamfitter

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour: 07/01/2021

Sprinkler/Steam AC/Heat Fitter \$ 66.11

Temporary Heat & AC Fitter 50.26

Note: Add 15% to Hourly Wage for "Contracting Agency" Mandated Off Shift Work.

SUPPLEMENTAL BENEFITS

Per Hour:

Sprinkler/Steam Fitter \$ 51.24

Temporary Heat & AC Fitter 42.09

Note: Add 15% to Hourly Benefit for "Contracting Agency" Mandated Off Shift Work.

OVERTIME PAY

All overtime which is defined as work after 7 hours a day plus Saturday, Sunday and Holidays are subject to the amounts below*:

*Note: The posted overtime rates are applicable after 8 hours plus Saturday, Sunday and Holidays for Temporary Heat & AC Fitter on Fire Protection/Sprinkler contracts under \$3,000,000.00 and HVAC/Mechanical contracts under \$30,000,000.00:

Sprinkler/Steam	Wages \$ 132.22	Benefit \$ 100.50
Temp Heat/AC	Wages \$ 100.52	Benefit \$ 82.20

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 11, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

1 year Terms at the Following:

WAGES per hour:

1st Term	2nd Term	3rd Term	4th Term	5th Term
\$ 26.48	\$ 33.09	\$ 42.99	\$ 52.90	\$ 56.20
Enrolled After 07/01/2017		\$ 39.69	\$ 46.30	\$ 52.90

SUPPLEMENTAL BENEFIT per hour:

1st Term	2nd Term	3rd Term	4th Term	5th Term
\$ 21.00	\$ 26.06	\$ 33.60	\$ 41.16	\$ 43.68
Enrolled After 07/01/2017		31.08	36.14	41.16

Premium Time Amounts:

\$ 40.32	\$ 50.38	65.40	80.44	85.46
Enrolled After 07/01/2017		60.38	70.44	80.44

4-638A-StmSpFtr

Teamster - Heavy Construction

03/01/2022

JOB DESCRIPTION Teamster - Heavy Construction

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per Hour:

Dump Trucks/Drivers (Debris Removal, Street Level and below)

07/01/2021

Dump Trucks	\$ 43.835
Tractor Trailers	46.115
Euclid/Turnapull	46.68

Effective 7/1/2020 an Additional \$2.75/Hr. to be allocated.

SUPPLEMENTAL BENEFITS

Per Hour:

Dump Trucks Up to 40 Hours Worked	\$ 51.5525
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ALL OTHERS Up to 40 Hours Worked	51.5025
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OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

Note: Employees receive 2 hours of Holiday Pay for each day worked in holiday week (not to exceed 8 hours)

Note: Employees receive 5 1/3 hours of Holiday Pay for each day worked in Thanksgiving Holiday Week.

4-282

Welder

03/01/2022

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 07/01/2021

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

- (S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- (T) Triple the hourly rate for Holidays
- (U) Four times the hourly rate for Holidays
- (V) Including benefits at SAME PREMIUM as shown for overtime
- (W) Time and one half for benefits on all overtime hours.
- (X) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

Holiday Codes

PAID Holidays:

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

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- (1) None
- (2) Labor Day
- (3) Memorial Day and Labor Day
- (4) Memorial Day and July 4th
- (5) Memorial Day, July 4th, and Labor Day
- (6) New Year's, Thanksgiving, and Christmas
- (7) Lincoln's Birthday, Washington's Birthday, and Veterans Day
- (8) Good Friday
- (9) Lincoln's Birthday
- (10) Washington's Birthday
- (11) Columbus Day
- (12) Election Day
- (13) Presidential Election Day
- (14) 1/2 Day on Presidential Election Day
- (15) Veterans Day
- (16) Day after Thanksgiving
- (17) July 4th
- (18) 1/2 Day before Christmas
- (19) 1/2 Day before New Years
- (20) Thanksgiving
- (21) New Year's Day
- (22) Christmas
- (23) Day before Christmas
- (24) Day before New Year's
- (25) Presidents' Day
- (26) Martin Luther King, Jr. Day
- (27) Memorial Day
- (28) Easter Sunday

(29) Juneteenth



**New York State Department of Labor - Bureau of Public Work
State Office Building Campus
Building 12 - Room 130
Albany, New York 12240**

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

This Form Must Be Typed

Submitted By:

(Check Only One)

Contracting Agency Architect or Engineering Firm Public Work District Office Date:

A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address (Check if new or change)

Telephone: ()

Fax: ()

E-Mail:

2. NY State Units (see Item 5)

- | | |
|---|--|
| <input type="checkbox"/> 01 DOT | <input type="checkbox"/> 07 City |
| <input type="checkbox"/> 02 OGS | <input type="checkbox"/> 08 Local School District |
| <input type="checkbox"/> 03 Dormitory Authority | <input type="checkbox"/> 09 Special Local District, i.e.,
Fire, Sewer, Water District |
| <input type="checkbox"/> 04 State University
Construction Fund | <input type="checkbox"/> 10 Village |
| <input type="checkbox"/> 05 Mental Hygiene
Facilities Corp. | <input type="checkbox"/> 11 Town |
| <input type="checkbox"/> 06 OTHER N.Y. STATE UNIT | <input type="checkbox"/> 12 County |
| | <input type="checkbox"/> 13 Other Non-N.Y. State
(Describe) |

3. SEND REPLY TO check if new or change)
Name and complete address:

Telephone:()

Fax: ()

E-Mail:

4. SERVICE REQUIRED. Check appropriate box and provide project information.

New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR
THIS PROJECT :

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title _____

Description of Work _____

Contract Identification Number _____

Note: For NYS units, the OSC Contract No. _____

6. Location of Project:
Location on Site _____

Route No/Street Address _____

Village or City _____

Town _____

County _____

7. Nature of Project - Check One:

- 1. New Building
- 2. Addition to Existing Structure
- 3. Heavy and Highway Construction (New and Repair)
- 4. New Sewer or Waterline
- 5. Other New Construction (Explain)
- 6. Other Reconstruction, Maintenance, Repair or Alteration
- 7. Demolition
- 8. Building Service Contract

8. OCCUPATION FOR PROJECT :

- | | |
|--|---|
| <input type="checkbox"/> Construction (Building, Heavy
Highway/Sewer/Water) | <input type="checkbox"/> Guards, Watchmen |
| <input type="checkbox"/> Tunnel | <input type="checkbox"/> Janitors, Porters, Cleaners,
Elevator Operators |
| <input type="checkbox"/> Residential | <input type="checkbox"/> Moving furniture and
equipment |
| <input type="checkbox"/> Landscape Maintenance | <input type="checkbox"/> Trash and refuse removal |
| <input type="checkbox"/> Elevator maintenance | <input type="checkbox"/> Window cleaners |
| <input type="checkbox"/> Exterminators, Fumigators | <input type="checkbox"/> Other (Describe) |
| <input type="checkbox"/> Fire Safety Director, NYC Only | |

9. Has this project been reviewed for compliance with the Wicks Law involving separate bidding? YES NO

10. Name and Title of Requester

Signature



NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - Debarment List

**LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE
AWARDED ANY PUBLIC WORK CONTRACT**

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements;
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements.

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 12/22/2021

Article 8

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	****5754	0369 CONTRACTORS, LLC		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	NYC	****9839	A.J.S. PROJECT MANAGEMENT, INC.		149 FIFTH AVENUE NEW YORK NY 10010	12/29/2016	12/29/2021
DOL	DOL	****4018	ADIRONDACK BUILDING RESTORATION INC.		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	AG	****1812	ADVANCED BUILDERS & LAND DEVELOPMENT, INC.		400 OSER AVE #2300HAUPPAUGE NY 11788	09/11/2019	09/11/2024
DOL	DOL	****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	NYC	****6775	ADVENTURE MASONRY CORP.		1535 RICHMOND AVENUE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	NYC		AGOSTINHO TOME		405 BARRETTO ST BRONX NY 10474	05/31/2018	05/31/2023
DOL	NYC		AMJED PARVEZ		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL		ANGELO GARCIA		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL		ANITA SALERNO		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	NYC		ANTHONY J SCLAFANI		149 FIFTH AVE NEW YORK NY 10010	12/29/2016	12/29/2021
DOL	DOL		ANTHONY PERGOLA		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10323	01/23/2017	01/23/2022
DOL	DOL		ANTONIO ESTIVEZ		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	NYC		ARADCO CONSTRUCTION CORP		115-46 132RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL		ARNOLD A. PAOLINI		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC		ARSHAD MEHMOOD		168-42 88TH AVENUE JAMAICA NY 11432	11/20/2019	11/20/2024
DOL	DOL		ARVINDER ATWAL		65 KENNETH PLACE NEW HYDE PARK NY 11040	07/19/2017	07/19/2022
DOL	NYC	****6683	ATLAS RESTORATION CORP.		35-12 19TH AVENUE ASTORIA NY 11105	08/02/2017	08/02/2022
DOL	NYC	****5532	ATWAL MECHANICALS, INC		65 KENNETH PLACE NEW HYDE PARK NY 11040	07/19/2017	07/19/2022
DOL	NYC	****2591	AVI 212 INC.		260 CROPSEY AVENUE APT 11GBROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	NYC		AVM CONSTRUCTION CORP		117-72 123RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	NYC		AZIDABEGUM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	NYC		BALWINDER SINGH		421 HUDSON ST SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	NYC	****8416	BEAM CONSTRUCTION, INC.		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	DOL		BERNARD BEGLEY		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	NYC	****2113	BHW CONTRACTING, INC.		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		BIAGIO CANTISANI			06/12/2018	06/12/2023
DOL	DOL	****3627	BJB CONSTRUCTION CORP.		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	DOL	****4512	BOB BRUNO EXCAVATING, INC		5 MORNINGSIDE DR AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		BOGDAN MARKOVSKI		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DA		BOLTER CONSTRUCTION		2549 LINDEN STREET BELLMORE NY 11710	12/22/2016	12/22/2021
DOL	DOL		BRADLEY J SCHUKA		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025

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DOL	DOL		BRUCE P. NASH JR.		5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	DOL	****0225	C&D LAFACE CONSTRUCTION, INC.		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	01/09/2023
DOL	DOL	****8809	C.B.E. CONTRACTING CORPORATION		310 MCGUINNESS BLVD GREENPOINT NY 11222	03/07/2017	03/07/2022
DOL	DOL	****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL	****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	****4083	C.P.D. ENTERPRISES, INC		P.O BOX 281 WALDEN NY 12586	03/03/2020	03/03/2025
DOL	DOL	****5161	CALADRI DEVELOPMENT CORP.		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	****3391	CALI ENTERPRISES, INC.		1223 PARK STREET PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	NYC		CALVIN WALTERS		465 EAST THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL		CANTISANI & ASSOCIATES LTD		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CANTISANI HOLDING LLC			06/12/2018	06/12/2023
DOL	DOL		CARMEN RACHETTA		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	02/03/2025
DOL	DOL		CARMENA RACHETTA		8531 OSWEGO ROAD BALDWINVILLE NY 13027	02/03/2020	01/09/2023
DOL	DOL	****3812	CARMODY "2" INC			06/12/2018	06/12/2023
DOL	DOL	****1143	CARMODY BUILDING CORP	CARMODY CONTRACTIN G AND CARMODY CONTRACTIN G CORP.	442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY CONCRETE CORPORATION			06/12/2018	06/12/2023
DOL	DOL		CARMODY ENTERPRISES, LTD.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY INC		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	****3812	CARMODY INDUSTRIES INC			06/12/2018	06/12/2023
DOL	DOL		CARMODY MAINTENANCE CORPORATION		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY MASONRY CORP		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
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	****0026	CHANTICLEER CONSTRUCTION LLC		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	NYC		CHARLES ZAHRADKA		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025
DOL	DOL		CHRISTOPHER GRECO		26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL		CHRISTOPHER J MAINI		19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL		CHRISTOPHER PAPASTEFANO A/K/A CHRIS PAPASTEFANO		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	****1927	CONSTRUCTION PARTS WAREHOUSE, INC.	CPW	5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	DOL	****3228	CROSS-COUNTY LANDSCAPING AND TREE SERVICE, INC.	ROCKLAND TREE SERVICE	26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL	****2524	CSI ELECTRICAL & MECHANICAL INC		42-32 235TH ST DOUGLSTON NY 11363	01/14/2019	01/14/2024
DOL	NYC		DALJIT KAUR BOPARAI		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
DOL	DOL	****7619	DANCO CONSTRUCTION UNLIMITED INC.		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	09/17/2020	09/17/2025

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DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	NYC		DAVID WEINER		14 NEW DROP LANE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
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	DOL		DELPHI PAINTING & DECORATING CO INC		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
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	NYC		DIMITRIOS TSOUMAS		35-12 19TH AVENUE ASTORIA NY 11105	08/02/2017	08/02/2022
DOL	DOL		DOMENICO LAFACE		8531 OSWEGO RD BALDWINSVILLE NY 13027	02/03/2020	01/09/2023
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	NYC		DUARTE LOPES		66-05 WOODHAVEN BLVD. STE 2REGO PARK NY 11374	04/20/2017	04/20/2022
DOL	DOL	****5175	EAGLE MECHANICAL AND GENERAL CONSTRUCTION LLC		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL		EAST COAST PAVING		2238 BAKER RD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DA		EDWIN HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	NYC	****5917	EPOCH ELECTRICAL, INC		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2024
DOL	DOL		FAIGY LOWINGER		11 MOUNTAIN RD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL		FRANK BENEDETTO		19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL	****4722	FRANK BENEDETTO AND CHRISTOPHER J MAINI	B & M CONCRETE	19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	NYC		FRANK MAINI		1766 FRONT ST YORKTOWN HEIGHTS NY 10598	01/17/2018	01/17/2023
DOL	DA		FREDERICK HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	NYC	****6616	G & G MECHANICAL ENTERPRISES, LLC.		1936 HEMPSTEAD TURNPIKE EAST MEDOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		GABRIEL FRASSETTI			04/10/2019	04/10/2024
DOL	NYC		GAYATRI MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DOL		GEOFF CORLETT		415 FLAGGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DOL		GIGI SCHNECKENBURGER		261 MILL RD EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL		GIOVANNI LAFACE		8531 OSWEGO RD BALDWINSVILLE NY 13027	02/03/2020	01/09/2023
DOL	NYC	****3164	GLOBE GATES INC	GLOBAL OVERHEAD DOORS	405 BARRETTO ST BRONX NY 10474	05/31/2018	05/31/2023
DOL	NYC		GREAT ESTATE CONSTRUCTION, INC.		327 STAGG ST BROOKLYN NY 11206	10/10/2017	10/10/2022
DOL	DOL		GREGORY S. OLSON		P O BOX 100 200 LATT A BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		HANS RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	NYC	****3228	HEIGHTS ELEVATOR CORP.		1766 FRONT ST YORKTOWN HEIGHTS NY 10598	01/17/2018	01/17/2023

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DOL	DOL	****5131	INTEGRITY MASONRY, INC.	M&R CONCRETE	722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023
DOL	DOL		IRENE KASELIS		32 PENNINGTON AVE WALDWICK NJ 07463	05/30/2019	05/30/2024
DOL	DOL	****9211	J. WASE CONSTRUCTION CORP.		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		J.A. HIRES CADWALLADER		P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		JAMES C. DELGIACCO		722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023
DOL	DOL		JAMES J. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		JAMES LIACONE		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		JAMES RACHEL		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL	****7993	JBS DIRT, INC.		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	****5368	JCH MASONRY & LANDSCAPING INC.		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	NYC		JENNIFER GUERRERO		1936 HEMPSTEAD TURNPIKE EAST MEADOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		JIM PLAUGHER		17613 SANTE FE LINE ROAD WAYNEFIELD OH 45896	07/16/2021	07/16/2026
DOL	AG		JOHN ANTHONY MASSINO		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
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	DOL		JOHN GOCEK		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL		JOHN LUCIANO			05/14/2018	05/14/2023
DOL	DOL		JOHN MARKOVIC		47 MANDON TERRACE HAWTHORN NJ 07506	03/29/2021	03/29/2026
DOL	DOL		JOHN WASE		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
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 RD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL		JORGE RAMOS		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	DOL		JORI PEDERSEN		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL		JOSE CHUCHUCA		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	NYC		JOSEPH FOLEY		66-05 WOODHAVEN BLVD. STE 2REGO PARK NY 11374	04/20/2017	04/20/2022
DOL	NYC		JOSEPH MARTINO		1535 RICHMOND AVENUE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	DOL		JOY MARTIN		2404 DELAWARE AVE NIGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL	****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
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	NYC		K.S. CONTRACTING CORP.		29 PHILLIP DRIVE PARSIPPANY NJ 07054	02/13/2017	02/13/2022
DOL	DOL		KARIN MANGIN		796 PHELPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	DOL		KATE E. CONNOR		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KATIE BURDICK		2238 BAKER RD GILLETT PA 16923	03/12/2018	03/12/2023
DOL	DOL	****2959	KELC DEVELOPMENT, INC		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026

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DOL	DOL		KENNETH FIORENTINO		375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579	01/23/2017	01/23/2022
DOL	DOL		KIMBERLY F. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	****3490	L & M CONSTRUCTION/DRYWALL INC.		1079 YONKERS AVE YONKERS NY 10704	08/07/2018	08/07/2023
DOL	DA	****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL	****4505	LARAPINTA ASSOCIATES INC		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	DOL		LAVERN GLAVE		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
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	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
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	DA	****4460	LONG ISLAND GLASS & STOREFRONTS, LLC		4 MANHASSET TRL RIDGE NY 11961	09/06/2018	09/06/2023
DOL	AG	****4216	LOTUS-C CORP.		81-06 34TH AVENUE APT. 6E JACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	DOL		LOUIS A. CALICCHIA		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	NYC		LUBOMIR PETER SVOBODA		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	NYC		M & L STEEL & ORNAMENTAL IRON CORP.		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	DOL		M ANVER BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL		M. ANVER BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL	****2196	MAINSTREAM SPECIALTIES, INC.		11 OLD TOWN RD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 11444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	NYC		MAREK FABIJANOWSKI		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	NYC		MARIA NUBILE		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	NYC		MARTINE ALTER		1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	DOL		MARVIN A STURDEVANT		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	DOL		MASONRY CONSTRUCTION, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	****3333	MASONRY INDUSTRIES, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023

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DOL	NYC		MATINA KARAGIANNIS		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2023
DOL	DOL		MATTHEW P. KILGORE		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	DOL		MAURICE GAWENO		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		MCLEAN "MIKKI BEANE"		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		MCLEAN "MIKKI" DRAKE		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		MCLEAN M DRAKE-BEANE		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL	****9445	MCLEAN M WALSH	ELITE PROFESSION AL PAINTING OF CNY	1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL	****9445	MCLEAN M WALSH	ELITE PROFESSION AL PAINTING OF CNY	1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		MICHAEL LENIHAN		1079 YONKERS AVE UNIT 4YONKERS NY 10704	08/07/2018	08/07/2023
DOL	AG		MICHAEL RIGLIETTI		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL	****4829	MILESTONE ENVIRONMENTAL CORPORATION		704 GINESI DRIVE SUITE 29MORGANVILLE NJ 07751	04/10/2019	04/10/2024
DOL	NYC	****9926	MILLENNIUM FIRE PROTECTION, LLC		325 W. 38TH STREET SUITE 204NEW YORK NY 10018	11/14/2019	11/14/2024
DOL	NYC	****0627	MILLENNIUM FIRE SERVICES, LLC		14 NEW DROP LNE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	NYC	****3826	MOVING MAVEN OF NY, INC.		1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	NYC	****3550	MOVING MAVEN, INC		1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
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	NYC		MUHAMMED A. HASHEM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	NYC		NAMOW, INC.		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	DA	****9786	NATIONAL INSULATION & GC CORP		180 MILLER PLACE HICKSVILLE NY 11801	12/12/2018	12/12/2023
DOL	DOL	****3684	NATIONAL LAWN SPRINKLERS, INC.		645 N BROADWAY WHITE PLAINS NY 10603	05/14/2018	05/14/2023
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL	****7429	NICOLAE I. BARBIR	BESTUCCO CONSTRUCTI ON, INC.	444 SCHANTZ ROAD ALLENTOWN PA 18104	09/17/2020	09/17/2025
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		PARESH SHAH		29 PHILLIP DRIVE PARSIPPANY NJ 07054	02/13/2017	02/13/2022
DOL	DOL		PAULINE CHAHALES		935 S LAKE BLVD MAHOPAC NY 10541	03/02/2021	03/02/2026
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	DOL		PETER STEVENS		11 OLD TOWN ROAD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DOL		PIERRE LAPORT		224 COUNTY HIGHWAY 138 BROADALBIN NY 12025	03/07/2017	03/07/2022
DOL	DOL	****1543	PJ LAPORT FLOORING INC		224 COUNTY HIGHWAY 138 BROADALBIN NY 12025	03/07/2017	03/07/2022
DOL	DOL	****0466	PRECISION BUILT FENCES, INC.		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025

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DOL	NYC	****4532	PROFESSIONAL PAVERS CORP.		66-05 WOODHAVEN BLVD. REGO PARK NY 11374	04/20/2017	04/20/2022
DOL	NYC		RASHEL CONSTRUCTION CORP		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	****1068	RATH MECHANICAL CONTRACTORS, INC.		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL	****2633	RAW POWER ELECTRIC CORP		3 PARK CIRCLE MIDDLETOWN NY 10940	01/30/2018	01/30/2023
DOL	AG	****7015	RCM PAINTING INC.		69-06 GRAND AVENUE 2ND FLOORMASPETH NY 11378	02/07/2018	02/07/2023
DOL	DA	****7559	REGAL CONTRACTING INC.		24 WOODBINE AVE NORTHPORT NY 11768	10/01/2020	10/01/2025
DOL	DOL		REGINALD WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL	****9148	RICH T CONSTRUCTION		107 WILLOW WOOD LANE CAMILLUS NY 13031	11/13/2018	11/13/2023
DOL	DOL		RICHARD MACONE		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	DOL		RICHARD REGGIO		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	DOL	****9148	RICHARD TIMIAN	RICH T CONSTRUCTION	108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	11/13/2018	11/13/2023
DOL	DOL		ROBBYE BISSE SAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROBERT A. VALERINO		3841 LANYARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		ROBERT BRUNO		5 MORNINGSIDE DRIVE AUBURN NY 13021	05/28/2019	05/28/2024
DOL	NYC		ROBERT HOHMAN		149 FIFTH AVE NEW YORK NY 10010	12/29/2016	12/29/2021
DOL	DOL		RODERICK PUGH		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	DOL	****4880	RODERICK PUGH CONSTRUCTION INC.		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL		RONALD MESSEN		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL		ROSEANNE CANTISANI			06/12/2018	06/12/2023
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	****1365	S & L PAINTING, INC.		11 MOUNTAIN ROAD P.O BOX 408MONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL	****7730	S C MARTIN GROUP INC.		2404 DELAWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL		SAL FRESINA MASONRY CONTRACTORS, INC.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		SAL MASONRY CONTRACTORS, INC.		(SEE COMMENTS) SYRACUSE NY 13202	07/16/2021	07/16/2026
DOL	DOL	****9874	SALFREE ENTERPRISES INC		P.O BOX 14 2821 GARDNER RDPOMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		SALVATORE A FRESINA A/K/A SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DOL		SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	NYC	****0349	SAM WATERPROOFING INC		168-42 88TH AVENUE APT.1 AJAMAICA NY 11432	11/20/2019	11/20/2024
DOL	NYC		SANDEEP BOPARAI		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
DOL	NYC	****1130	SCANA CONSTRUCTION CORP.		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025

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DOL	DOL	****2045	SCOTT DUFFIE	DUFFIE'S ELECTRIC, INC.	P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	DOL		SCOTT DUFFIE		P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	DOL	****9751	SCW CONSTRUCTION		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022
DOL	NYC	****6597	SHAIRA CONSTRUCTION CORP.		421 HUDSON STREET SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	DOL	****1961	SHANE BURDICK	CENTRAL TRAFFIC CONTROL, LLC.	2238 BAKER ROAD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE BURDICK		2238 BAKER ROAD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE NOLAN		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		SHULEM LOWINGER		11 MOUNTAIN ROAD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL	****0816	SOLAR ARRAY SOLUTIONS, LLC		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL	****0440	SOLAR GUYS INC.		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	NYC		SOMATIE RAMSUNAHAI		115-46 132ND ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL	****2221	SOUTH BUFFALO ELECTRIC, INC.		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	DOL		STANADOS KALOGELAS		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL	****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL	****6844	STEAM PLANT AND CHX SYSTEMS INC.		14B COMMERCIAL AVENUE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL	****9933	STEED GENERAL CONTRACTORS, INC.		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	****9528	STEEL-IT, LLC.		17613 SANTE FE LINE ROAD WAYNESFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		STEFANOS PAPASTEFANOU, JR. A/K/A STEVE PAPASTEFANOU, JR.		256 WEST SADDLE RIVER RD UPPER SADDLE RIVER NJ 07458	05/30/2019	05/30/2024
DOL	DOL	****9751	STEPHEN C WAGAR		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022
DOL	DOL		STEVE TATE		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL		STEVEN MARTIN		2404 DELWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL		STEVEN TESTA		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022
DOL	DOL	****3800	SUBURBAN RESTORATION CO. INC.		5-10 BANTA PLACE FAIR LAWN PLACE NJ 07410	03/29/2021	03/29/2026
DOL	NYC	****5863	SUKHMANY CONSTRUCTION, INC.		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
DOL	DOL	****1060	SUNN ENTERPRISES GROUP, LLC		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL	****8209	SYRACUSE SCALES, INC.		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DOL		TALAILA OCAMPA		1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442	01/16/2018	01/16/2023
DOL	DOL		TERRY THOMPSON		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL	****9733	TERSAL CONSTRUCTION SERVICES INC		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13208	07/16/2021	07/16/2026
DOL	DOL		TERSAL CONTRACTORS, INC.		221 GARDNER RD P.O BOX 14POMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		TERSAL DEVELOPMENT CORP.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		TEST		P.O BOX 123 ALBANY NY 12204	05/20/2020	05/20/2025
DOL	DOL	****6789	TEST1000		P.O BOX 123 ALBANY NY 12044	03/01/2021	03/01/2026
DOL	DOL	****5570	TESTA CORP		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022

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DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATION	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATION	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DA	*****4106	TRIPLE H CONCRETE CORP		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****6392	V.M.K CORP.		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	DOL	*****6418	VALHALLA CONSTRUCTION, LLC.		796 PHLEPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	NYC	*****7361	VIABLE HOLDINGS, INC.	MOVING MAVEN	1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	NYC	*****2426	VICKRAM MANGRU	VICK CONSTRUCTION	21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	NYC		VICKRAM MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DOL		VICTOR ALICANTI		42-32 235TH ST DOUGLSTON NY 11363	01/14/2019	01/14/2024
DOL	NYC		VIKTAR PATONICH		2630 CROPSEY AVE BROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	DOL		VIKTORIA RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	NYC		VITO GARGANO		1535 RICHMOND AVE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	NYC	*****3673	WALTERS AND WALTERS, INC.		465 EAST AND THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL	*****3296	WESTERN NEW YORK CONTRACTORS, INC.		3841 LAYNARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		WHITE PLAINS CARPENTRY CORP		442 ARMONK RD	06/12/2018	06/12/2023
DOL	DOL		WILLIAM C WATKINS		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		WILLIAM G. PROERFRIEDT		85 SPRUCEWOOD ROAD WEST BABYLON NY 11704	01/19/2021	01/19/2026
DOL	DOL	*****5924	WILLIAM G. PROPHY, LLC	WGP CONTRACTING, INC.	54 PENTAQUIT AVE BAYSHORE NY 11706	01/19/2021	01/19/2026
DOL	DOL	*****4043	WINDSHIELD INSTALLATION NETWORK, INC.		200 LATTI BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	*****4730	XGD SYSTEMS, LLC	TDI GOLF	415 GLAGE AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	NYC		ZAKIR NASEEM		30 MEADOW ST BROOKLYN NY 11206	10/10/2017	10/10/2022
DOL	NYC	*****8277	ZHN CONTRACTING CORP		30 MEADOW ST BROOKLYN NY 11206	10/10/2017	10/10/2022

FOR BIDDING PURPOSES ONLY

Project Specifications

Fashion Institute of Technology

PROJECT: C1540

PROJECT TITLE: Shirley Goodman Resource Center
Lobby Turnstile Installation
227 West 27th Street
New York, NY 10001

DATE: February 28, 2022

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NONE

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SPECIFICATIONS ON DRAWINGS

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SPECIFICATIONS ON DRAWINGS

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ARCHITECTURAL

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- | | |
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SECTION 01 10 00 - SUMMARY OF WORK

PART 1 - GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

- A. The work to be done under the Contract, in accordance with the Contract Documents, consists of performing, installing, furnishing and supplying all materials, equipment, labor and incidentals necessary or convenient for the construction of the referenced renovation project at the Fashion Institute of Technology and carrying out all of the duties and obligations imposed upon the Contractor by the Contract Documents.
- B. Contractor shall provide temporary lighting for the duration of the Project.
- C. The main features of the work as indicated in plans shall include, but not be limited to the following:

Project Scope:

- 1. Asbestos contaminated material will be removed by a certified asbestos contractor prior to the work of this contract.
- 2. General Contractor is responsible for coordination with Mechanical, Electrical Contractors and turnstile installer to provide coordination drawings for review by the Architect for locations of all openings and penetrations in walls, floors, and ceilings, including but not limited to: outlets, core drills, switches, electrical and data conduit runs, etc.

Demolition: General Construction

- 1. See Demolition Drawings for extent of Demolition.
- 2. All additional work required for the project, such as core drills for turnstiles, ceiling removals, etc.

Demolition – Mechanical/Plumbing/Electrical/Sprinkler/Fire Protection

- 1. See Demolition Drawings for the extent of Demolition

New General Construction:

- 1. Furnish and install all new fixed glass panels as detailed and specified.
- 2. Furnish and install all new glass gates with associated hardware.
- 3. Furnish and install new security desk as detailed and specified.
- 4. Patch, repair and paint any damaged wall which occur during construction.
- 5. Furnish and replace in kind any ceiling damage on lower level to core and being conduit from the power source to the 1st floor.
- 6. Remove existing fire extinguisher and defibrillator and reinstall.
- 7. All other work as shown or indicated on drawing.

New Electrical Work

1. Furnish and install electrical conduits at guard desk as required.
2. Provide conduit from lower level electrical panel and data point to the pedestals to be install by electrician.

New Fire Alarm Work

1. Furnish and install all fire alarm components as required to be tied into the existing building system.
2. Provide fire stopping at all penetrations

1.02 RELATED SECTIONS

- A. Section 01 73 29 - Removals, Cutting and Patching.

1.03 PHYSICAL COMPLETION DATE

- A. Physically complete the Work within FIT's established calendar after the Agreement is approved by the College.

1.04 ITEMS NOT INCLUDED

- A. The following items shown on the drawings are not included in this Contract:
1. Items indicated "NIC" (Not in Contract).
 2. Existing construction, except where such construction is to be removed, replaced, or altered.
 3. Turnstile pedestals will be provided and installed by others.

1.05 EXAMINATION OF PREMISES

- A. Verification of Existing Conditions after Award
1. Various existing conditions at locations of the Work which cannot be determined until removals are under way cannot be indicated on the Drawings or described in the Specifications.
 2. Perform all such removals as required to verify all existing conditions before fabricating the work.
 3. Where applicable, before disturbing any structural work, make all possible preliminary investigations to verify the existing conditions threat. Notify Architect of any existing conditions not previously documented prior to proceeding with work.
 4. Where removals or preliminary investigations reveal existing conditions that differ materially from what is indicated or specified, or that may require changes, immediately notify the Architect in writing and await instructions before proceeding further with that part of the work.

- B. Discrepancies in Existing Conditions:
 - 1. During the process of the Work, should conditions be encountered that materially differ from those shown on the Drawings or indicated in the Specifications, or conditions which could not reasonably have been anticipated, which conditions will materially affect the cost of the Work, such conditions shall immediately be called to the attention of the Architect, before they are further disturbed. The Architect will promptly investigate the conditions and if it is found that they do so materially differ, shall issue a clarification.

1.06 CONNECTION TO ELECTRICAL EQUIPMENT OR SYSTEMS

- A. Contractor will not be allowed to tie into electrical equipment or systems until the FIT Facilities Management Department has reviewed and approved the connection.
 - 1. Submit written procedures to the FIT Facilities Management Department, detailing how the connection Work is proposed to be performed.
 - 2. After procedures have been approved, notify the FIT Representative at least 3 working days prior to the connection Work so that arrangements can be made to have a FIT Facilities Management Department Representative witness the Work.

1.07 CONTRACTOR USE OF PREMISES

- A. Comply with the Facility's Visitor Identification Policy. A copy of the current policy will be distributed at the initial job meeting.
- B. Work hours shall be as established by the Facilities authorities.
- C. Check in with the Facility Representative, as directed, at the beginning of each work day. Furnish information regarding where employees will be working during the day and indicate what is the general nature of the work.
- D. Comply with applicable Federal and State of New York Right-to-Know Law provisions and supply copies of the appropriate Material Safety Data Sheets (MSDS) to the FIT Facility's Safety Information Officer.
- E. Do not diminish the level of life safety during performance of the Work.
- F. Contractor responsible to coordinate with Owner and make all necessary provisions to receive materials and remove debris.

1.08 REFERENCE SPECIFICATIONS AND STANDARDS

- A. Comply with the requirements of the various standards referred to in these specifications, except where they conflict with the requirements of these specifications. In case of conflict, notify architect prior to proceeding. Such reference standards shall be the date of latest revision in effect at the time of receiving bids, unless the date is given.

1.09 LAYOUT

- A. Examine the Contract Documents thoroughly and promptly report any errors or discrepancies to the Architect before commencing the Work.
- B. Lay out the Work in accordance with the Contract Documents.

1.10 CLEAN UP

- A. Clean up and containerize the rubbish (refuse, debris, waste materials, and removed materials and equipment) resulting from the Work at the end of each work day and leave work areas broom swept clean. Locate containerized rubbish where directed.
- B. Remove piled rubbish from property at least once a week or more often if the rubbish presents a hazard. Properly dispose of rubbish. Burning of rubbish will not be permitted.

1.11 SUSTAINABILITY REQUIREMENTS

- A. The Contractor shall meet sustainability performance and documentation requirements to comply with New York City Local Law 86 of 2005, and to achieve the following objectives: sustainable site use, water use reduction, conservation of energy and resources, and improvement of indoor environmental quality, by F.I.T facilities department.
- B. Sustainability performance requirements include, but are not limited to: water use reduction, energy conservation, construction waste management, and indoor air quality controls during construction and prior to occupancy.
- C. Sustainability documentation requirements include, but are not limited to, Contractor's Certification Form, cost information, documentation on VOC content, urea-formaldehyde content and recycled and regional content.

1.12 NEW YORK CITY CODE OF 2008 IMPLEMENTATION

- A. Beginning July 1, 2008, Chapters 17 and 33 of the New York City Construction Code went into affect. These two chapters supersede the Controlled Inspections requirements contained in the 1968 Building Code, and Chapter 19 of the 1968 Building Code that deals with protection of the public.
 - 1. References to "Controlled Inspections" and applicable code sections and "Controlled Inspector" referenced in the Contract Documents shall mean the equivalent "Special Inspection" and "Special Inspector" in accordance with the 2008 NYC Construction Code. It shall be noted that some individual "Controlled Inspection" items have been combined into one "Special Inspection" category.

2. References to public protective's and code sections included in Chapter 19 of the 1968 code referenced in the Contract Documents shall mean those equivalent Sections contained in Chapter 33 of the NYC Construction Code. The Contractor shall be responsible for complying with all provisions of Chapter 33 of the NYC Construction Code.

END OF SECTION 01 10 00

SECTION 01 33 00 - SUBMITTALS

PART 1 - GENERAL

1.01 DEFINITIONS

- A. Deviation: Changes in products, materials, equipment and methods of construction from those required by the Contract Documents and proposed by the Contractor.

1.02 DEVIATIONS FROM REQUIREMENTS OF THE CONTRACT DOCUMENTS

- A. Deviations from the requirements of the Contract Documents will not be allowed unless a request for deviation is made in writing prior to or at the time of submission and the specific deviation is approved by the Owner or Architect. The submission of a deviation shall be done in a timely manner according to the schedule of submittals to allow the Architect sufficient time for review.

1.03 "OR EQUAL" TO BRAND NAME PRODUCTS

- A. Whenever a product is specified by brand name, a comparable brand, equal to that named, may be submitted for approval subject to:
 - 1. The contractor shall bear the burden of proving that the proposed product is equal to the specified product. The submission of an "or equal" shall be done in a timely manner to allow sufficient time to review the proposed product by the Architect.
 - 2. Whenever a color or pattern is indicated by a specific manufacturer's name or number, the intent is to communicate the required color or pattern of the material. Other manufacturers' comparable colors or patterns may be submitted for approval as equal.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Identify all submittals by project title and number. Include Contractor's name, date, and revision date. On shop drawings, product data and samples, also include the name of the supplier and subcontractor (if any), and applicable specification section number. Stamp each submittal and initial or sign the stamp to certify review and approval of submittal.
- B. Assemble submittals in accordance with the requirements in the individual sections of the Specifications and as required by this section. It is the Contractor's responsibility to review and verify that all information required for each submittal is included in the submittal package. Errors or omissions found by the Contractor are to be corrected prior to the

submission of the submittal package for approval. Incomplete submittal packages that have been submitted for review and approval will be returned.

1. It is the Contractor's responsibility to verify that portions of the submittal package to be provided by a subcontractor (or supplier) are complete, as well as portions of the submittal package being provided directly by the Contractor.
 2. Do not combine the submittals of more than one specification section with submittals required by other specification sections unless specifically stated in the contract specifications.
- C. If a submittal is based on, or the result of, a change order or field order to the Contract documents, include copies of the applicable change order or field order with the submittal.

1.05 COORDINATION DRAWINGS

- A. Provide coordination drawings showing scope of all work. Coordination drawings to indicate any conflicts between services or ceiling heights as indicated on Architectural Drawings or otherwise specified.

1.06 SHOP DRAWINGS

- A. Provide shop drawings in the format required by the specifications. Show the information, dimensions, connections and other details necessary to insure that the shop drawings accurately interpret the Contract Documents. Show adjoining construction in such detail as required indicating proper connections. Where adjoining connected construction requires shop drawings or product data, submit such information for approval at the same time so that connections can be accurately checked.
1. Submit 4 copies of each shop drawing required by the Specifications.
- B. Have shop drawings prepared by a qualified detailer. Shop drawings shall be neatly drawn and clearly legible. Machine duplicated copies of Construction Drawings will not be accepted as shop drawings.
1. Where shop drawings are indicated to be drawn to scale:
 - a. Use scale normally found on an "Architect" scale.
 - b. Written Scale: Clearly label scales being used on each drawing and/or on each detail on the drawing.
 - 1) Examples: 1/8" = 1'-0"
 - c. Graphic Scale: Adjacent to each Written Scale, provide a graphic scale delineating the scale being used. Graphic scale shall be divided into measuring units relating to the accuracy required for the drawing or details.
 - d. Clearly dimension key elements of the drawing or detail.

2. When the drawing sheet is printed full size, the minimum text size shall be 1/8" (3.2 mm) for hand drafting and 3/32" (2.5 mm) for CADD drawings.
- C. The shop drawings will be reviewed and 2 stamped copies returned. If returned copies are stamped "DISAPPROVED" or "RETURNED FOR CORRECTION", promptly resubmit 4 copies of shop drawings meeting Contract requirements.
- D. Contractor is responsible for keeping one record set of all shop drawings on the job site, no matter the stamp.

1.07 PRODUCT DATA

- A. Provide product data in the format required by the specifications. Modify product data by deleting information that is not applicable to the project or by marking the product data to identify pertinent products. Supplement standard information, if necessary, to provide additional information applicable to project.
 1. Submit 4 copies of product data as required by the Specifications.
- B. The product data will be reviewed and 3 stamped copies returned. If returned copies are stamped "DISAPPROVED" or "RETURNED FOR CORRECTION", promptly resubmit 4 copies of product data meeting Contract requirements.
- C. Contractor is responsible for keeping one record set of product data on the job site, no matter the stamp.

1.08 QUALITY ASSURANCE

- A. Provide quality assurance information in the format required by the specifications, including supporting documentation as required.
 1. Submit 4 copies of quality assurance information as required by the Specifications.
- B. The quality assurance information will be reviewed and 3 stamped copies returned. If returned copies are stamped "DISAPPROVED" or "RETURNED FOR CORRECTION", promptly resubmit 6 copies of quality assurance information meeting Contract requirements.

1.09 SAMPLES

- A. Submit 2 (unless a different number is specified) of each sample required by the Specifications.
- B. One sample will become the property of the Owner when submitted and will not be incorporated in the Work unless specifically stated otherwise. One sample will be returned approved or rejected to the contractor.

1.10 REVIEW OF SUBMITTALS

- A. Items submitted for review will be reviewed for compliance with the contract documents, based upon the information submitted. The items will be acted upon with the following dispositions:
1. Approved (or No Exception Taken): Where the submittal is marked “Approved”, the work covered by the submittal may proceed provided it complies with the contract documents. Final acceptance will depend on that compliance.
 2. Approved as Noted (or Furnish as Noted): Where the submittal is marked “Approved as Noted”, the work covered by the submittal may proceed provided it complies with the review comments noted on the submittal and the contract documents. Final acceptance will depend on that compliance.
 3. Revise and Resubmit: Where the submittal is marked “Revise and Resubmit”, do not proceed with the work covered by the submittal, including purchasing, fabrication, delivery or other activity for the item submitted. Revise or prepare a new submittal according to the review comments noted on the submittal and meeting the contract documents.
 4. Disapproved (or Rejected): Where the submittal is marked “Disapproved”, do not proceed with the work covered by the submittal, including purchasing, fabrication, delivery or other activity for the item submitted. Prepare a new submittal according to the review comments noted on the submittal and meeting the contract documents.

1.11 SCHEDULES AND RECORDS

- A. Submit the following Schedules and Records information not later than 7 days after approval of the Contract unless an earlier submission is required to properly schedule or progress the Work.
1. SCHEDULE OF SUBMITTALS: On the Schedule of Submittals forms, indicate in the spaces following each item, the date the item will be submitted, the date approval is required, and the date delivery of the material or equipment is necessary for timely completion of the Work in accordance with the Project Schedule. The date entered for submittal of each item is the last day a deviation will be considered. Deliver the SCHEDULE OF SUBMITTALS to the Architect and Owner.
- B. Warrantees: Unless specified elsewhere contractor shall warrantee all work for (1) one year.

END OF SECTION 01 33 00

SECTION 01 73 29 - REMOVALS, CUTTING AND PATCHING

PART 1 – GENERAL

1.01 GENERAL REQUIREMENTS

- A. Work under this section shall be governed by the Contract Documents. Provide materials, labor, equipment and services necessary to furnish, deliver and install all work of this section as shown on the drawings, as specified herein, and/or as specified by job conditions.

1.02 DESCRIPTION OF WORK

- A. Provide materials, labor, equipment and services to complete cutting and patching as specified herein and as indicated on the Drawings.

1.03 RELATED WORK SHOWN ELSEWHERE

- A. Selective Removals and Demolition - Section 02 41 13

1.04 QUALITY ASSURANCES

- A. Codes and Regulations
 - 1. Work specified herein shall conform to all applicable State and Local codes and regulations having jurisdiction.

1.05 SUBMITTALS

- A. Product Literature
 - 1. Submit manufacturers' products literature, catalog cuts and data sheets for all products used in patching.

1.06 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to the site, ready for use in the manufacturer's original and unopened containers and packaging, bearing labels as to type of material, brand name and manufacturer's name. Delivered materials shall be identical to approved samples.
- B. Store materials under cover in a dry and clean location, off the ground. Remove materials which are damaged or otherwise not suitable for installation from the job site and replace with acceptable materials.

1.07 ENVIRONMENTAL REQUIREMENTS

- A. Maintain a uniform temperature between 55 and 70 degrees F within the work area.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Match the appearance and performance of existing corresponding materials as closely as practicable, unless otherwise indicated.

PART 3 – EXECUTION

3.01 MANUFACTURERS

- A. Do not disturb any existing structure, piping, apparatus, or other construction unless required by the Contract.
- B. Cut and alter existing materials as required to perform the Work. Limit cutting to the smallest amount necessary. Core drill round holes and saw-cut other openings where possible.
- C. Remove existing construction as required to install and connect the Work to adjacent construction in an approved manner. Remove materials and equipment superseded by the Work unless specifically indicated otherwise.
- D. Provide temporary supports necessary to prevent settlement or other damage to existing construction which is to remain.
- E. Perform the cutting, drilling, and removals in a manner which will prevent damage to adjoining construction which is to remain.
- F. Prior to any cutting, drilling, or removal, investigate both sides of the surface involved.
- G. Determine the exact location of all structural members. Do not cut, drill, or remove structural members such as joists, beams, or columns supporting construction that is to remain unless expressly required by the Work. If unforeseen obstructions are encountered, take all precautions necessary to prevent damage and obtain instructions from the FIT Representative before proceeding with the Work.
- H. If existing remaining items are within the damaged area, these items shall be removed and carefully stored until they can be reinstalled.

3.02 PATCHING

- A. Patch existing construction and finishes defaced, damaged, or left incomplete due to alterations and removals. Patching, except as otherwise indicated, shall be

- limited to the areas which have been cut or altered.
- B. Prepare existing surfaces properly to receive and, where required, bond with the Work.
 - C. Unless otherwise indicated, provide new materials to match the appearance and performance of existing corresponding materials as closely as practicable.
 - D. Paint patched areas and surfaces which will remain exposed by removals to match existing adjacent surfaces as closely as practicable using same type of paint. Painting, except as otherwise indicated, shall be limited to the areas which have been patched.

3.03 REINSTALLATION

- A. Where reinstallation of existing, remaining items removed during cutting is required, reinstall them to a condition equal to or better than their condition before removal.

END OF SECTION 01 73 29

SECTION 01 74 19 - CONSTRUCTION WASTE MANAGEMENT

PART 1 – GENERAL

1.01 SUMMARY

- A. This Section includes requirements for Construction Waste Management (CWM), with criteria for recycling and/or salvaging demolition and construction waste generated during the project. A Construction Waste Management Plan shall be developed for approval by the Facilities Representative. The Plan shall be implemented throughout the duration of the project and shall be documented in accordance with the SUBMITTALS Article below.
- B. Each contract shall supply the means for recycling job site waste. Locations for removal bins or dumpsters shall be coordinated with Facilities Representative. Following contract award, the Contractors may elect a single entity to act as the construction waste manager.

1.02 PERFORMANCE REQUIREMENTS

- A. The General Contractor shall prepare and submit a Construction Waste Management Plan (CWM) to the Facilities Representative for approval. The CWM Plan shall outline the provisions to be implemented to recycle and salvage demolition and construction waste generated during the project.
- B. Upon approval of the CWM Plan by the Facilities Representative, it shall be implemented throughout the duration of the project and documented in accordance with the SUBMITTALS Article below.
- C. The Construction Waste Management Plan shall include, but not be limited to, the following components:
 - 1. Listing of Targeted Materials: Develop a list of the waste materials from the Project that will be targeted for reuse, salvage, or recycling. The following materials shall be accounted for (materials that will not be recycled shall be indicated as such):
 - a. Cardboard, paper, packaging.
 - b. Clean dimensional wood, palette wood.
 - c. Beverage containers.
 - d. Metals from banding, stud trim, ductwork, piping, rebar, windows, other trim, steel, iron, galvanized sheet steel, stainless steel, aluminum, copper, zinc, lead, brass, and bronze.
 - e. Gypsum board.
 - f. Paint.

- g. Glass/Mirrors.
 - h. Plastics.
 - i. Woods.
 - j. Tile
2. Information: Provide the name of the landfill(s) where trash will be disposed of and the applicable landfill tipping fee(s).
 3. Sorting Method: Provide a description of the proposed means of sorting and transporting the recyclable materials (whether materials will be site-separated and self-hauled to designated centers, or whether mixed materials will be collected by a waste hauler and removed from the site for off-site sorting).
 4. Packaging Waste: Provide an estimate of packaging materials generated and note whether suppliers will eliminate or take back packaging.
 5. Field Conditions: Include provisions in the Construction Waste Management Plan for addressing conditions in the field that do not adhere to the CWM Plan, including provisions to implement a stop work order, or to rectify non-compliant conditions.
 6. Recycling facilities: Provide the name of the recycling facilities(s) where materials will be sent for recycling, how it will be recycled, and the applicable fee(s).
 7. Additional Information: Include any additional information deemed relevant to describe the scope and intent of the CWM Plan to the Facilities Representative.
 8. Re-Used materials/Equipment: Materials or equipment to be removed from the site or turned over to the College which are classified as recycled materials shall be documented. Documentation shall include the materials turned over, weight or quantity of materials/equipment and a letter on company letterhead indicating the intended use of items.
 9. Subcontractor Requirements: Construction Waste Management and recycling requirements shall be incorporated into all Subcontractor's contracts.

1.03 SUBMITTALS

- A. Submittal Requirements:
 1. A copy of the Construction Waste Management Plan, as defined in the PERFORMANCE REQUIREMENTS Article above.
 2. In conjunction with payment applications, contractors shall submit a monthly Waste Management submission. This submission shall include waste receipts for the payment period and a completed Waste Management Form for the same payment period.
 3. Calculations and supporting documentation to demonstrate end-of-project recycling rates meeting the requirements of the Construction

Waste Management Plan. The process for recording and assembling documentation shall be as follows:

- a. Record and document the total weight (in tons) of all demolition and construction waste materials sent to the landfill. Monthly Waste Management Reporting Forms (sample included at the end of this Section identified as Exhibit "A") shall be used as the basis for determining the total amount of waste landfilled for the project. The monthly reporting forms shall specify:
 - 1) The number of dumpsters or other containers sent to the landfill for that month.
 - 2) The volume (in cubic yards) of each dumpster or container sent to the landfill for that month.
 - 3) The type of waste contained in each dumpster or container.
 - 4) The weight of the waste in each dumpster or container. If the weight of the waste is not directly measured for each dumpster or container, the following Solid Waste Conversion Factors shall be used to convert the volume of waste to weight:

Solid Weight Conversion Factors	
Mixed Waste	350 lbs/cubic yard
Wood	300 lbs/cubic yard
Cardboard	100 lbs/cubic yard
Gypsum Board	500 lbs/cubic yard
Rubble	1,400 lbs/cubic yard
Steel	1,000 lbs/cubic yard

- 5) Identification of the landfill. In addition, provide the name of the landfill that will be accepting the materials. Receipts or other proof of facility reception of materials is required.
- b. Record and document the total weight (in tons) of all demolition and construction waste materials recycled or salvaged. Monthly Waste Management Reporting Forms shall be used as the basis for determining the total amount of waste recycled or salvaged for the project. The monthly reporting forms shall specify:
 - 1) The number of dumpsters or other containers of recycled or salvaged materials for that month.
 - 2) The volume (in cubic yards) of each dumpster or container of recycled or salvaged materials for that month.
 - 3) The type of recycled or salvaged material contained in each dumpster or container.

- 4) The weight of the recycled or salvaged material in each dumpster or container. If the weight of the material is not directly measured for each dumpster or container, the Solid Waste Conversion Factors listed for landfill waste above shall be used, where applicable, to convert the volume of material to weight. For materials not contained in the Solid Waste Conversion Factors above propose a conversion factor for review by the Director's Representative.
 - 5) In addition, provide the name of the receiving facilities/companies that will be purchasing or accepting the recycled or salvaged materials. Receipts or other proof of facility reception of materials is required.
 - 6) For materials separated for recycling off-site, establish a method for tracking the weight of the recycled material. The method shall be included in the CWM Plan for the Director's Representative review and approval.
- c. Calculate the end-of-project recycling rate percentage by dividing the recycled and salvaged waste (in tons) by the total waste generated (recycled, salvaged, and landfilled waste – also in tons), and multiplying by 100.
 - d. For materials turned over to others for reuse, provide documentation on company letterhead indicating the material(s), the quantity (either by weight or units), the date and the intended reuse of the product.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.01 IMPLEMENTATION

- A. The General Contractor shall be responsible for the provision of containers and the removal of all waste, non-returned surplus materials, and rubbish from the site in accordance with the Waste Management Plan. The General Contractor shall oversee and document the results of the Plan. The Sub-Contractors shall be responsible for collecting, sorting, and depositing in designated areas, their waste, non-returned surplus materials, and rubbish, as per the Waste Management Plan.
- B. Instruction. The General Contractor shall provide on-site instruction of appropriate separation, handling and recycling, salvage, reuse and return methods to be used by all parties in appropriate stages of the Project.

- C. Separation Facilities: The General Contractor shall lay out a specific area(s) to facilitate separation of materials for potential recycling, salvage, reuse and return. Each potential material shall be collected and stored to avoid being mixed with other materials. Recycling and waste bin areas are to be kept neat and clean, and clearly marked.

3.02 MEETINGS

- A. Conduct Construction Waste Management meetings. Meetings shall include Subcontractors affected by the CWM Plan. At a minimum, waste management goals and issues shall be discussed at the following meetings:
 - 1. Pre-bid meeting.
 - 2. Pre-construction meeting.
 - 3. Regular job-site meetings.

3.03 MONTHLY WASTE MANAGEMENT REPORTING FORMS

- A. Monthly Waste Management Reporting Forms, as required in the SUBMITTALS Article above, shall be submitted to the Facilities Representative and Architect for review throughout the duration of the project.

END OF SECTION 01 74 19

Table I - Summary of Universal Waste & Miscellaneous Hazardous Materials Shirley Goodman Resource Center Lobby Turnstile Installation 227 West 27th Street, New York, NY 10001			
Description of Material	Location	Total Quantity	Unit

Legend

- ECB: Electrical circuit board
- FLB: Fluorescent light bulb
- LED: Light emitting diode
- NiCad: Nickel cadmium
- TBD: To be determined

B. Submittals

1. Before Start of Work: Submit the following to the Owner's Representative for review. Work shall not commence until these submittals are returned with approval from the Owner's Representative.
 - a. Copy of State or local license for hazardous waste hauler;
 - b. Certification of at least one on-site supervisor which has satisfactorily completed the OSHA 40 Hour Health and Safety Course for Handling Hazardous Materials
 - c. Certificates of workers which have successfully completed at least the OSHA 40-Hour Health and Safety Course for Hazardous Materials;
 - d. Certificates of workers which have successfully completed the required employee training for universal waste or appropriate type of training to the type of wastes being managed;
 - e. Schedule of start and finish times and dates for this work;
 - f. Name and address of the universal waste handler or a destination facility where the waste materials is to be treated, deposited or recycled in accordance with all regulatory requirements (include contact person and telephone numbers), if the universal waste meets the definition of hazardous waste, the name and address of the hazardous waste treatment, storage and disposal (TSD) facility;
 - g. Material Safety Data Sheets for all materials requiring removal;
 - h. If Contractor introduces any chemical into the work environmental, a MSDS for that chemical is required before use;

- i. Contingency Plan for handling emergency spills or leaks;
- j. Provide a copy of the NYS DEC Part 364 Waste Transporter permit for Universal Waste Transporters that transport more than 500 pounds of universal waste in a single shipment since they must be a permitted hazardous waste transporter.
- k. Large Quantity Handlers of universal waste must provide documentation of notification to the EPA and/or the appropriate local government agency in advance of its intentions to transport the waste and receive from the facility or provide an EPA identification number prior to exceeding 5,000 kilograms of waste on-site, and
- f.

C. Removals

- 1. Contractor to remove and turn over to FIT the following equipment **NOT** for disposal-
 - a. LED Lighting
 - b. Fire Extinguishers
- 2. Contractor to reclaim and recycle refrigerant gas (type and quantity unknown) associated with equipment to be removed and disposed of, to include:
 - a. Water fountain
 - b. AC Unit
- 3. Contractor to notify FIT of any WIFI router and/or security cameras present prior to demolition. It will be the responsibility of the College to remove.

D. Definitions

- 1. Large Quantity Handler (LQH) of Universal Waste shall be a waste handler who accumulates 5,000 kilograms or more of universal waste (batteries, pesticides, thermostats, or lamps, calculated collectively) at any time. This designation as a large quantity handler of universal waste is retained through the end of the calendar year in which 5,000 kilograms (11,000 pounds) or more total of universal waste is accumulated. The LQH shall notify the EPA, acquire or co-ordinate with a facility regarding an EPA identification number, and provide records for each shipment. The LQH shall ensure all employees are thoroughly familiar with proper waste handling and emergency procedures, relative to their responsibilities during normal facility operations and emergencies.
- 2. Small Quantity Handler of Universal Waste (SQH) shall be a waste handler who does not accumulate 5,000 kilograms (11,000 pounds) or more of total universal waste (batteries, pesticides, thermostats, or lamps, calculated collectively) at any time.
- 3. Destination Facility shall be a facility that legitimately and can legally accept universal waste from offsite so that the universal waste can be treated, disposed, or recycled in accordance with the regulatory requirements.
- 4. Universal Waste Transporter shall be anyone who transports universal waste. In New York, universal waste transporters that transport greater than 500 pounds of universal waste in a single shipment must be a permitted hazardous waste transporter pursuant to Federal and State regulations. Proper notification with the receiving handler agreeing to receive the shipment is required by the Universal Waste Transporter.

5. Employee training shall ensure that all employees are thoroughly familiar with proper waste handling and emergency procedures, relative to their responsibilities during normal operations and emergencies and to the type of waste they are handling.
6. Universal Waste Regulations – Universal Waste Rule - 40 CFR Part 273, New York State – Standards for Universal Wastes 6 NYCRR Subpart 374-3.

1.02 PRODUCTS

A. Materials

1. Polyethylene Sheet: A single polyethylene film in the largest sheet size possible to minimize seams, 6.0 mil thick, clear, frosted, or black.
2. Duct Tape: Provide duct tape in 3" widths, with an adhesive which is formulated to stick aggressively to sheet polyethylene.
3. Spray Cement: Provide spray adhesive in aerosol cans which is specifically formulated to stick tenaciously to sheet polyethylene.
4. Disposal Bags: Provide 6 mil thick leak-tight polyethylene bags.
5. Labels: As required by the EPA and OSHA for handling, transportation, and disposal of hazardous waste.
6. Drums: Recovery or salvage drums acceptable for disposal of hazardous waste. Prior approval of drums is required. Drums or containers must meet the required OSHA EPA (40 CFR Parts 264265 and 300), and DOT regulations (49 CFR Parts 171-178). Use of damaged drums will not be allowed.

1.03 EXECUTION

A. Universal Waste

1. Once the properly labeled containers holding the universal waste have been filled and sealed, they shall be stored in designated accumulation areas as approved by the Owners Representative. The Contractor shall not store waste in transportation vehicles, or store waste onsite for more than one year from when the waste has been generated.
2. Documentation when a universal waste in storage was first accumulated shall be provided. This is to be done by dating and labeling the waste with the date of the earliest accumulation that can document the length of time the universal waste has been accumulated.
3. Maintenance of an inventory system on-site that identifies the earliest date that any universal waste in a group of universal waste items or a group of containers of universal waste became a waste was received.
4. Any waste developed from the work that exhibits one or more characteristics of hazardous waste must be handled accordingly and not as a universal waste.

B. Off-Site Shipment of Universal Waste

1. Off-Site shipments shall meet the requirements for offsite shipments, as such, the Contractor is prohibited from sending or taking universal waste to a place other than a designated universal waste handler or a universal waste destination facility.
2. LQH's of universal waste must notify EPA in writing and develop an EPA identification number or co-ordinate with the facility regarding use of their EPA identification number, prior to exceeding 5,000 kilograms of universal waste onsite.
3. SQH's do not need to notify EPA, receive and EPA identification number or keep records of shipments of universal waste.
4. LQH's must keep a record of all universal waste shipments received or sent offsite, and must retain those records for at least three years from the date of receipt or shipment. Records may include invoices, manifests, logs, bills or lading, or other shipping documents.

C. Storage Of Hazardous Waste (if required)

1. Once the properly labeled containers holding the hazardous waste have been filled and sealed, they shall be stored in designated areas as approved by the Owners Representative. The Contractor shall not be allowed to store the hazardous waste for more than the storage limitations relating to quantities stored and the length of time the material may be stored.
2. Documentation when a hazardous waste in storage was first stored shall be provided. This is to be done by dating and labeling the waste with the date of the earliest accumulation that can document the length of time the hazardous waste has been accumulated.
3. Maintenance of an inventory system on-site that identifies the earliest date that any hazardous waste was placed into proper storage.

D. Off-Site Shipment of Hazardous Waste

1. Off site shipments shall meet the requirements for offsite shipments and the Contractor is prohibited from sending or taking hazardous waste to a place other than an authorized treatment, storage and disposal (TSD) facility.
2. An EPA identification shall be developed or provided by the facility.
3. A copy of the transporter's Part 364 Permit shall be provided to the Owner's Representative and the facility representative.
4. A copy of all waste manifests and any test results or waste analysis utilized for the off-site transportation and disposal shall be submitted to FIT.

E. Records

1. For all Universal Waste and Miscellaneous Hazardous Materials removed under this project, the Contractor shall provide a copy of the following documentation to the owner within 60 days of removing waste from campus:
 - i. Hazardous Waste Manifest for all Hazardous Waste removed, to include any and all associated weight tickets that clearly identify the quantity of material disposed. These documents shall be signed or stamped by the receiving facility as applicable.
 - ii. Bill or Lading for Universal Waste or Miscellaneous Hazardous Materials removed, to include any and all associated weight tickets that clearly identify the quantity of material disposed. These documents must be signed or stamped by the receiving facility as applicable.

END OF SECTION 02 08 30

SECTION 02 41 13 - SELECTIVE REMOVALS AND DEMOLITION

PART 1 - GENERAL

1.01 RELATED WORK SPECIFIED ELSEWHERE

- A. Construction Waste Management - Section 01 74 19
- B. Cutting and Patching - Section 01 73 29
- C. Removal of Universal Waste and Miscellaneous Hazardous Materials – Section 02 08 30

1.02 SUMMARY

- A. Perform all demolition in accordance with the Contract Documents. The Work of this Section shall include but not be limited to the following:
 - 1. Removal of selected items to accommodate new construction
 - 2. Removal of interior finishes and other items, to accommodate new construction.
 - 3. Protect existing items to remain.
 - 4. The maintenance of the College's operations during selective demolition operations.
 - 5. Protection of the cables and utilities serving other buildings and other areas at the College Campus during the demolition and construction activities. The above services shall be maintained in operation without any interruption at all times unless otherwise scheduled and authorized by the Campus.

1.03 DEFINITIONS

- A. Remove: Remove and legally dispose of items except those indicated to be reinstalled, salvaged, or to remain the College's property.
- B. Remove and Salvage: Items indicated to be removed and salvaged remain the College's property. Remove, clean, and pack or crate items to protect against damage. Identify contents of containers and deliver to the College's designated storage area.
- C. Remove and Reinstall: Remove items indicated; clean, service, and otherwise prepare them for reuse; store and protect against damage. Reinstall items in the same locations or in locations indicated.
- D. Existing to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by the Architect, items may be removed to a suitable, protected storage location during selective demolition and then cleaned and reinstalled in their original locations.

1.04 SUBMITTALS

- A. Proposed schedule of operations including coordination for shutoff, capping, and continuation of utility services as required.
 - 1. Provide a detailed sequence of selective demolition and removal work to ensure uninterrupted progress of the College's on-site operations.
 - 2. Coordinate with the College's continuing occupation of certain portions of the existing building.
 - 3. Include proposed methods for dust and noise control measures.
 - 4. Contractor to submit intermediate life safety plan demonstrating how required government regulations will be maintained for occupied portions of the building.
 - 5. Provide a sequence of moving people from the elevator (occupied building above) to safe, approved exiting without going through the construction site.
 - 6. Two points of unobstructed egress must be available to building occupants throughout the duration of the contract.

1.05 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: Engage an experienced firm that has successfully completed selective demolition Work similar to that indicated for this Project.
- B. Regulatory Requirements: Comply with governing EPA notification regulations before starting selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction. Fluorescent tubes shall be considered hazardous waste and shall be disposed of according to the regulations of the New York State EPA.
 - 1. All demolition work shall comply with requirements of the College's operational requirements and authorities having jurisdiction.
 - a. Coordinate with the College's engineering department.
- C. Contractor shall verify all conditions at site prior to the start of Work.
- D. Notify appropriate agencies of any hazardous materials unearthed at the site. Do not proceed with removal of said substances until so instructed.

1.06 JOB CONDITIONS

- A. Condition of Structures: The College assumes no responsibility for actual condition of structures to be demolished.
 - 1. Conditions existing at time of inspection for bidding purpose will be maintained by the College insofar as practicable.
- B. Explosives: Use of explosives will not be permitted. Explosives will not be permitted for any Work of the project.

- C. Traffic: Conduct selective demolition operations and removal of debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.
 - 1. Do not close or obstruct exiting pathways, streets, walks, or other occupied or used facilities without permission from the College and authorities having jurisdiction. Provide alternate routes around closed or obstructed pedestrian and vehicular traffic ways as required by governing authorities or regulations.
- D. Protections: Ensure safe passage of persons around area of demolition. Conduct operations to prevent damage to adjacent buildings, structures, and other facilities and injury to persons.
 - 1. Provide interior and exterior shoring, bracing, or support to prevent movement, settlement, or collapse of structures to be demolished and adjacent facilities to remain.
- E. Damages: Promptly repair damages caused to adjacent areas and facilities by demolition operations.
- F. Flame Cutting: Do not use cutting torches for removal of material to be salvaged. Do not use cutting torches for demolition or removal until work area is cleared of flammable materials. Maintain portable fire suppression devices during flame-cutting operations.
- G. Utility Services: Maintain existing utilities indicated to stay in service and protect against damage during demolition operations.
 - 1. Do not interrupt existing utilities serving occupied or used facilities, except when authorized in writing by authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to governing authorities and/or the College.
- H. Utility Services: Do not start demolition work until utility disconnections have been completed and verified in writing.
- I. Environmental Controls: Use temporary enclosures, and other methods to limit dust and dirt migration. Comply with governing regulations pertaining to environmental protection.
 - 1. Do not use water when it may create hazardous or objectionable conditions such as damage to finishes, flooding, and pollution.

1.07 SCHEDULING

- A. Arrange selective demolition schedule so as not to interfere with the College's on-site operations.

PART 2 - PRODUCTS

2.01 REPAIR MATERIALS

- A. Use repair materials identical to existing materials.
 - 1. Where identical materials are unavailable or cannot be used for exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
 - 2. Use materials whose installed performance equals or surpasses that of existing materials.

PART 3 – EXECUTION

3.01 EXAMINATION

- A. General: Prior to commencement of selective demolition operations, verify that existing utilities have been located, identified, disconnected and capped.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.
- D. When unanticipated mechanical, electrical, or structural elements that conflict with the intended function or design are encountered, investigate and measure the nature and extent of the conflict. Promptly submit a written report to the Architect.
- E. Survey the condition of the building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of the structure or adjacent structures during selective demolition. Design for shoring and bracing shall be prepared by an engineer licensed in the State of New York.
- F. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

3.02 UTILITY SERVICES

- A. Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
 - 1. Do not interrupt existing utilities serving occupied or operating facilities, except when authorized in writing by the Architect and authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to the Architect and to governing authorities.
 - a. Provide not less than 72 hours notice to the College if shutdown of service is required during changeover.
- B. Utility Requirements: Do not start selective demolition work until utility disconnecting and sealing have been completed and verified in writing.

3.03 PREPARATION

- A. General: Provide shoring, bracing, or support to prevent movement, settlement, or collapse of areas to be demolished and adjacent facilities to remain.
 - 1. Cease operations and notify College Safety Officer immediately if safety of structure appears to be endangered. Take precautions to support structure until determination is made for continuing operations. Maintain interior and exterior shoring and bracing throughout the term of this Contract.
 - 2. Cover and protect equipment and fixtures from soilage or damage when selective demolition work is performed in areas where such items have not been removed.
 - 3. Erect and maintain dust-proof partitions and closures as required, to prevent spread of dust or fumes, to occupied portions of the building.
 - a. Where selective demolition occurs immediately adjacent to designated portions of the building, construct dust-proof partitions of minimum 3 5/8-inch studs at 16 inches on center, 5/8-inch drywall (joints taped) on occupied side, 1/2-inch fire-retardant plywood on demolition side. Fill partition cavity with sound-deadening insulation. Create dust-tight joints at edges and penetrations of dust-proof partitions.
 - b. Provide weatherproof closures for exterior openings resulting from demolition work.
 - 4. Locate, identify, stub off, and disconnect utility services that are not indicated to remain.
 - a. Provide bypass connections as necessary to maintain continuity of service to designated areas of building. Provide minimum of 72 hours advance notice to the College if shutdown of service is necessary during changeover.
- B. Pollution Controls: Use water sprinkling, temporary enclosures, and other suitable methods to limit dust and dirt rising and scattering in air. Comply with governing regulations pertaining to environmental protection.
 - 1. Do not use water when it may create hazardous or objectionable conditions such as ice, flooding, and pollution.
- C. Clean adjacent structures and improvements of dust, dirt, and debris caused by demolition operations. Return adjacent areas to condition existing prior to start of work.
- D. Demolition, General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete Work within limitations of governing regulations and as follows:

1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition work above each floor or tier before disturbing supporting members on lower levels.
 2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. To minimize disturbance of adjacent surfaces, use hand or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
 3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
 5. Maintain adequate ventilation when using cutting torches.
 6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
 7. Locate selective demolition equipment throughout the structure and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 8. Dispose of demolished items and materials promptly. On-site storage or sale of removed items is prohibited.
 9. Return elements of construction and surfaces to remain to condition existing before start of selective demolition operations.
- E. If unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure both nature and extent of the conflict. Submit report to the Architect in written, accurate detail. Pending receipt of directive from the Architect, rearrange selective demolition schedule as necessary to continue overall job progress without undue delay.

3.04 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: As a minimum, remove weekly from site accumulated debris, rubbish, and other materials resulting from demolition operations. However, more frequent off site removal of accumulated debris is required as soon as the dumpster is full.
1. If hazardous materials are encountered during demolition operations, comply with applicable regulations, laws, and ordinances concerning removal, handling, and protection against exposure or environmental pollution.
 2. Burning of demolished materials will not be permitted on site.
- B. Removal: Transport materials removed from demolished structures and legally dispose off site.

3.05 CLEANUP AND REPAIR

- A. General: Upon completion of demolition work, remove tools, equipment, and demolished materials from site.
 - 1. Repair demolition performed in excess of that required. Return elements of construction and surfaces to remain to condition existing prior to start operations. Repair adjacent construction or surfaces soiled or damaged by demolition work.
 - 2. Clean adjacent areas, of all dust, dirt, and debris caused by selective demolition, cutting, and patching operations. Daily and final clean up shall be satisfactory to the Architect.
 - 3. Clean existing heating and cooling devices to remain.

END OF SECTION 02 41 13

SECTION 05 73 00

GLASS RAILING & GATE SYSTEMS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Tempered Glass Railing Assemblies.

1.2 RELATED SECTIONS

- A. None.

1.3 REFERENCES

- A. ASTM C 1048 – Standard Specification for Heat Treated Flat Glass – Kind HS, Kind FT Coated and Uncoated Glass
- B. ASTM C1172—Standard Specification for Laminated Architectural Flat Glass
- C. NAAMM Metal Finishes Manual; National Association of Architectural Metal Manufacturers

1.4 SYSTEM DESCRIPTION

- A. Performance Requirements for Handrail Assembly:
 - 1. Support distributed load of 50 pounds per linear foot (0.73kN/M), applied horizontally at right angles in any direction to the handrail.
 - 2. Support concentrated horizontal load of 200 pounds (0.89kN), applied in any direction at any point along handrail system.
 - 3. 50 lbs (0.22kN) on 1 sf (0.093m²) perpendicular to guard at any location
 - 4. Wind loads 25 psf or as otherwise specified.
 - 5. Distributed loads and concentrated loads not to be applied simultaneously.

1.5 SUBMITTALS

- A. Submit under provisions of Section 01 33 00.
- B. Product Data: Submit Manufacturer's technical product data for railing components and accessories.
- C. Shop Drawings: Dimensioned drawings of railing assemblies indicating the following:
 - 1. Elevations; include joint locations, transitions, and terminations.

GLASS RAILING & GATE SYSTEMS

1. Manufacturer's installation and maintenance instructions.

D. Samples of manufacturer's finishes (As selected by Architect.)

1.6 QUALITY ASSURANCE

A. Components and installation are to be in accordance with state and local building codes.

B. All components and fittings to be furnished by the same manufacturer.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials properly protected against damage to finished surfaces during transit.

B. Inspect materials upon delivery for damage. Unless minor defects can be made to meet the Architect's specifications and satisfaction, damaged parts should be removed and replaced.

C. Store materials at building site under cover in dry location

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Acceptable Manufacturer: **C.R. Laurence Co., Inc. (CRL)**
70 Seaview Drive, Secaucus, NJ 07094
Tel: (800) 421-6144/ (201) 770-1077
Email: railings@crlaurence.com
www.crl-arch.com
www.crlaurence.com

B. Acceptable Manufacturer: **Frameless Hardware Company (FHC)**
4361 Firestone Blvd.
South Gate, GA 90280
Tel: (888) 295-4531 Fax: (323) 336-8307
sales-support@fhc-usa.com
<https://fhc-usa.com>

C. Acceptable Manufacturer: **Hafele America Co.**
20 W 22nd St SE, New York, NY 10010
Tel: (800) 423-3531/ (212) 897-4460
Email: orders@hafele.us

D. Or equal.

2.2 MATERIALS

- A. Aluminum Components: Conforming to ASTM B 221/ASTM B221M, Alloy 6063- T52
- B. Stainless Steel Components: Conforming to ASTM A 666, Type 304
- C. Stainless Steel Components: Conforming to ASTM A 240 / A 666, Type 316

2.3 COMPONENTS

- A. Glazing: Fully tempered ASTM C 1048 Kind FT, Quality q3.
 - 1. Tempered Thickness: See Drawings.
 - 2. Color: Clear.
- B. Tempered Glass.
- C. Gate Post
 - 1. FHC FG0P4CBS – 4” square gate post offset mount 6” square bae plate and cover.
 - 2. Height: See Drawings.
 - 3. Finish: Brushed Stainless.
- D. Shoe Base: CRL 8B10D w/ Taper-Loc & 8B Series End Caps.
 - 1. Profile: rectangular Base Shoe Drilled.
 - 2. Material: Aluminum
 - 3. Finish: US32D
- E. Pivot Hinges:
 - 1. Top Pivot:
 - a. FHC GP24BS - Gate Pivot for Frameless Gate 2-3/4” Standard Setback.
 - b. FHC PF201 - North American Top/Bottom Patch Fitting No Insert.
 - c. FHC PF303 - North American Pivot Insert Adjustable Top Patch 19/32”.
 - 2. Floor Pivot:
 - a. FHC PF301- North American Pivot Insert for Tapered Spindle Bottom Door Patch.
 - b. FHC PF403 - Adjustable Floor Pivot for PF10.
 - c. R25S12BSC - 2-1/2” Low Profile Door Rail without Lock.
 - d. R24S12BSLS - 2-1/2” Low Profile Door Rail with Lock.
RCT20 thumb turn / RCT30 dummy cylinder
- F. Latch Lock:
 - 1. FHC CLKE610LHBS – 6”X10” center lock with electric strike.
 - 2. FHC CL610SRHRS – 6”x10” RHR center lock storeroom. Lockset cylinder to be compatible with IC-6pin. Coordinate with FIT locksmith.
- G. U-Channel: FHC SUCD12BN – U Channel for ½” glass.

- H. Door Stop: ASSA ABLOY RM851 Rockwood floor mounted door stop.
- I. Card Reader: RP40 multiclass SE card reader by others.
- J. Fasteners: Types and sizes indicated in shop drawings.
 - a. For base shoe concrete attachment, hole size in base shoe is 9/16", counter bore 7/8" x depth 1/2", center-to-center spacing of holes is 12". Expansion anchors 3-3/4" long.

2.4 FABRICATION

- A. Fabricate handrail assembly components to lengths and configurations complying with shop drawings.
- B. Machine joint edges smooth and plane to produce hairline seams when site assembled; supply concealed sleeve connectors for joints.
- C. Isolate dissimilar metals to prevent electrolytic action by applying primer to concealed surfaces of metal components.

PART 3 INSTALLATION

3.1 CLEANING

- A. Clean glazing surfaces after installation, complying with requirements contained in the manufacturer's instructions. Remove excess glazing sealant compounds, dirt or other substances.
- B. Remove protective films from metal surfaces.
- C. Clean railing surfaces with clean water and mild detergent. Do not use abrasive chemicals, detergents, or other implements that may mar or gouge the material.

3.2 PROTECTION

- A. Institute protective measures required throughout the remainder of the construction period to ensure that all the materials do not incur any damage or deterioration.
- B. Replace damaged components to Architect's acceptance.

END OF SECTION 05 73 00

GLASS RAILING & GATE SYSTEMS

06 10 00 - ROUGH CARPENTRY

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions shall apply to the Work of this section.

1.02 DESCRIPTION OF WORK

- A. Provide rough carpentry Work as indicated on the Drawings, as required for the completed Work of this Contract, and as specified herein, including, but not limited to, the following:
 - 1. Wood Grounds, nailing strips, blocking, furring, nailers, and framing.
 - 2. Rough hardware, including nails, screws, anchors, brackets, braces, bolts, nuts, fittings, and other devices required for the proper fitting, connecting, and erecting of the Work.
 - 3. Fire-retardant treatment for wood.
 - 4. Miscellaneous Lumber and plywood.

1.03 REFERENCES

- A. U.S. Department of Commerce.
- B. American Plywood Association (APA).
- C. Western Wood Product Association (WWPA).
- D. Southern Pine Inspection Bureau (SPIB).
- E. Redwood Inspection Service (RIS).
- F. American Wood Preservers' Association (AWPA).
- G. American Society for Testing and Materials (ASTM).
- H. Underwriters Laboratories, Inc. (UL).
- I. Federal Specifications (FS).
- J. American Lumber Standards Committee (ALSC).
- K. West Coast Lumber Inspection Bureau (WCLIB).
- L. American Wood Preservers Bureau (AWPB).
- M. National Fire Protection Association (NFPA).

1.04 SUBMITTALS

- A. Quality Control Submittals
 - 1. Certificates: Certification for the following wood treatments:

- a. Dip Treatment: Certification by treating plant stating chemical solutions used, submersion period, and conformance with applicable standards.
- b. Pressure Treatment: Certification by treating plant stating chemicals and process used, net amount of chemical preservative retained, and conformance with specified standards.
- c. Waterborne Preservatives: Certified written statement that moisture content of treated materials was reduced to a maximum of 19 percent prior to shipment to Project site.
- d. Fire-Retardant Treatment: Certification by treating plant stating treated material complies with specified standards and treatment will not bleed through specified finishes.

1.05 QUALITY ASSURANCE

A. Mill and Producers Mark

Each piece of lumber and plywood shall be gradestamped indicating type, grade, mill, and grading agency certified by the Board of Review of the American Lumber Standards Committee. Mark shall appear on unfinished surface, or ends of pieces with finished surfaces.

1. Fire-Retardant Treated Material: Accredited testing agency mark on each piece of wood indicating compliance with the fire hazard classification.

B. Standards

Comply with the following unless otherwise specified or indicated on the Drawings:

1. Lumber: American Softwood Lumber Standard PS 20 by the U.S. Department of Commerce. Comply with applicable provisions by each indicated use.
2. Plywood: Product Standard PS 1 for Softwood Plywood, Construction and Industrial by the U.S. Department of Commerce.
3. Plywood Installation: APA Design/Construction Guide, by the American Plywood Association (APA), except as indicated otherwise.
4. Grading Rules:
 - a. Douglas Fir, Hem-Fir, Idaho White Pine, and other Western Woods: Western Wood Products Association (WWPA) or West Coast Lumber Inspection Bureau (WCLIB).
 - b. Southern Pine: Southern Pine Inspection Bureau (SPIB).
 - c. Redwood: Redwood Inspection Service (RIS).
5. Fire-Retardant Treatment: American Wood Preservers' Association (AWPA) Standards.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Keep materials dry during delivery. Store materials 6" minimum above ground surface. Protect against exposure to weather and contact with damp or wet surfaces. Stack lumber and plywood, and provide air circulation between stacks.
- B. Cover stored materials until ready for use for protection from moisture. Place and anchor covering in a manner which will assure good ventilation under the covering.

1.07 PROJECT CONDITIONS

- A. Correlate location of supporting members to allow proper attachment of other Work.

PART 2 - PRODUCT

2.01 LUMBER

- A. General:
Furnish seasoned dimensional lumber dressed to nominal sizes indicated with 19 percent maximum moisture content at time of dressing, marked "S-DRY". Comply with dry size requirements of PS 20.
 - 1. Dress: Surfaced 4 sides (S4S) unless otherwise indicated.
- B. Miscellaneous Lumber:
Standard grade, No. 3 grade, or better grade of the following species unless otherwise indicated:
 - 1. Nailers and Blocking: Douglas Fir, Hem-Fir, Idaho White Pine or Southern Pine.
 - 2. Furring: Douglas Fir or Southern Pine.

2.02 MISCELLANEOUS MATERIALS

- A. Adhesive:
APA Specification AFG-01.

2.03 FIRE-RETARDANT TREATMENT

- A. All lumber is to be fire-retardant treated, provide "FR-S" lumber, complying with AWWPA Standards for pressure impregnation with fire-retardant chemicals to achieve a flamespread rating of 25 or less, when tested in accordance with UL Test 723, ASTM E84 or NFPA Test 255.
 - 1. Provide UL label or identifying mark on each piece of fire-retardant lumber.
 - 2. Redry treated items to a maximum moisture content of 19 percent after treatment.

- B. Fire-retardant Treated Plywood:
Comply with APA requirements.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verification of Conditions:
Examine substrate and supporting structure on which rough carpentry is to be installed for defects that will adversely affect the execution and quality of the Work. Do not proceed with installation until unsatisfactory conditions are corrected.

3.02 INSTALLATION - GENERAL

- A. Do not use units of material with defects which impair the quality of the Work and units, which are too small to fabricate the Work with minimum joints or with optimum joint arrangement.
- B. Install Work accurately to required lines and levels with members plumb and true, accurately cut and fitted and securely fastened. Closely fit rough carpentry to other associated construction.
- C. Securely attach carpentry Work to substrates by anchoring and fastening as indicated, or, if not indicated, as required by the referenced standards. Select fasteners of size that will not penetrate through members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood; predrill as required. Set nail heads in exposed Work which is to be painted or stained and fill resulting holes.
- D. Fire-retardant Wood
Do not rip or mill; only end cuts, drilling holes and joining cuts shall be permitted.

3.03 WOOD NAILERS, BLOCKING, AND GROUNDS

- A. Install required items where indicated and where required for support, attachment or screeding of other Work. Form to shapes indicated or required. Coordinate locations and cut and shim as required to provide items at true and level planes to receive Work to be attached. Install closure strips to nailers at all edges.
 - 1. Attach to substrates as indicated; if not indicated, size and space fasteners as required to support applied loading. Maximum spacing of fasteners shall not exceed 16".

3.04 PLYWOOD APPLICATIONS

- A. Comply with printed installation requirements of the APA Design Construction Guide for plywood application unless otherwise noted.

3.05 ROUGH HARDWARE

- A. Furnish all rough hardware, such as nails, bolts, clips, and all other rough hardware required to secure the carpentry work in place, unless otherwise specified.

END OF SECTION 06 10 00

1. Identify woodwork using same identification system shown on Architectural Drawings.
 2. Coordinate details and cut-outs to accommodate accessories specified under other Sections.
 3. Provide field sample.
- H. Samples: Submit the following samples representative of quality to be provided in finished work: sample of resinous material.
- I. Catalogue cuts for all hardware: Stainless Steel Grommets.

1.6 QUALITY ASSURANCE

- A. AWI Quality Standard: Comply with applicable requirements of the AWI "Architectural Woodwork Quality Standards", except where indicated otherwise.
- B. Fabrication and Installation Qualifications: firm which can demonstrate a minimum of 5 years of successful experience in fabricating and installing woodwork items similar in type and quality to those required for this project.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Protect woodwork during transit, delivery, storage, and handling to prevent damage, soiling and deterioration.
- B. Do not deliver woodwork, until operations which could damage, soil or deteriorate woodwork have been completed in installation areas. If woodwork must be stored, store only in areas meeting requirements specified for installation areas.

PART 2 - PRODUCTS

2.1 FABRICATION, GENERAL

- A. Wood Moisture Content: Comply with requirements of referenced quality standard for moisture content of lumber and plywood at time of fabrication and for relative humidity in installation areas.
- B. Fabricate woodwork to dimensions, profiles, and details indicated with openings and mortises precut, where possible, to receive hardware and other items and work.
- C. Complete fabrication, assembly, finishing, hardware application, and other work before shipment to maximum extent possible. Disassemble components only as necessary for shipment and installation. Where necessary, provide ample allowances for scribing, trimming, and fitting.
- D. Pre-Cut Openings: Provide woodwork with pre-cut openings, where possible, for hardware, electrical work, and similar items. Locate openings accurately and use templates or roughing-in diagrams for proper size and shape. Smooth edges of cutouts and, where located in countertops, seal edges of cutouts with a water-resistant coating.

- E. Measurements: Before fabrication of woodwork to be fitted to other construction, obtain field measurements, and verify dimensions and shop drawing details as required for accurate fit.
- F. Woodwork construction shall comply with the requirements of AWI Architectural Cabinets and Paneling, Custom Grade, except where indicated herein and on the Drawings for more stringent requirements.

2.2 WOOD SPECIES AND GRADES

- A. Solid Wood:
 - 1. Plywood not exposed to view: AWI Grade II.
 - 2. Marine Grade Plywood
- B. All plywood products and laminating adhesives used shall contain no added urea-formaldehyde.

2.3 MEDIUM DENSITY FIBER BOARD FOR CABINETS

- A. Manufacturers
 - 1. SierraFP.com
Ph: (866) 265-6624
 - 2. Imarc
30 N. Gould St., Ste
Shendan, WY 82801
 - 3. Mbi
Norwalk, CT
Ph: (833) 752-7161
- B. Thickness as shown on drawings.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Examine all areas to receive Work of this Section and correct conditions as required to accommodate the Work.
- B. Do not deliver and install Work of this Section until wet work such as plastering, painting and other finishes is completed; the HVAC system shall be operating and maintaining proper temperature and humidity conditions.
- C. Condition woodwork to the average ambient humidity conditions prior to installation.
- D. Verify the location and condition of built-in anchoring.

3.2 INSTALLATION

- A. Install plumb, true, level and without distortion. Shim as needed with concealed

- wood or hard plastic shims.
- B. Install the Work of this Section in strict accordance with the manufacturer's printed instructions and approved shop drawings.
 - C. All cut edges of MDF shall be sanded smooth.
 - D. Fit joints neatly and accurately with adjoining surfaces in same plane. Maintain field joint tolerances equal to those specified in AWI Standards.
 - E. Tolerances: 1/8" in 8'-0" for plumb and level (including tops); allow no variation in flushness of adjoining surfaces.
 - F. Scribe and cut paneling to fit adjoining Work. Refinish cut surfaces to match adjacent surfaces; repair damaged finishes.
 - G. Provide filler strips; trim strips to irregularities of adjacent surfaces.
 - H. Fastening:
 - 1. Use concealed fasteners for all MDF Board installation.
 - 2. Fasten assembled items together securely.
 - 3. Fasten items securely to supporting surfaces.
 - 4. Anchor tops with brackets and concealed fasteners.

3.3 CLEANING AND PROTECTION

- A. Clean woodwork on both exterior and interior surfaces.
- B. Protect woodwork as required. Repair and/or replace damaged items and/or finishes to the architect's satisfaction.

END OF SECTION 06 40 00

SECTION 06 41 00 - CUSTOM CASEWORK

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. Provide security desk as indicated on the Drawings and as specified herein, including, but not limited to the following:
 - 1. Hardware and accessories.
 - 2. Installation Materials
- B. Disassemble and reassemble existing sofa as indicated on the drawing using the specified plates and end leg.

1.02 SUSTAINABILITY REQUIREMENTS

- A. The Contractor shall implement practices and procedures to meet the Project's sustainable requirements as specified in this Section, are implemented to the fullest extent. Substitutions or other changes to the work shall not be proposed by the Contractor or their sub-contractors if such changes compromise the stated Sustainable Design Performance Criteria.
- B. Sustainability requirements included in the Section are as follows:
 - 1. Restrictions on the use of urea-formaldehyde containing materials.

1.03 REFERENCES

- A. References and industry standards listed in this Section are applicable to the Work. Unless more restrictive criteria or differing requirements are explicitly stated in the Specifications, or mandated by governing codes or regulations, the recommendations, suggestions, and requirements described in the referenced standards shall be deemed mandatory and applicable to the Work.
 - 1. Architectural Woodwork Institute (AWI):
Architectural Woodwork Quality Standards
 - 2. American Society for Testing and Materials (ASTM)
 - 3. American National Standards Institute (ANSI):
ANSI 156.9 B43161
 - 4. National Electrical Manufacturers Association (NEMA):
NEMA LD3 High-Pressure Decorative Laminates
 - 5. American Wood Preservers' Association (AWPA).
Standard C2 (Lumber and Timber)
Standard C9 (Plywood)

1.04 SUBMITTALS

- A. Product Data: Submit manufacturer's product data for each product and process specified as work of this Section and incorporated into items of the casework.

- B. Manufacturer's AWI Certifications: Submit casework manufacturer's (fabricator's) certification, stating that fabricated casework complies with AWI quality grades and other requirements indicated herein.
- C. Wood Treatment Data: Submit chemical treatment manufacturer's instruction for handling, storing, installation, and finish of treated material.
- D. Fire-Retardant Treatment: Certification by treating plant stating treated material complies with specified standards and treatment will not bleed through specified finishes. Submit BS/A and MEA approval certification.
- E. MEA/BSA Certification: For each manufactured item. Submit certification of approval by NYC Board of Standards and Appeals (BS/A) or Materials and Equipment Acceptance (MEA).
- F. Hardware (for each type): Name, manufacturer, type, style, size, function, finish, and information about fastenings.
- G. Shop Drawings: Submit Shop Drawings showing location of each item, dimensioned plans and elevations, large scale details and profiles, attachment devices, hardware and other components.
 - 1. Identify casework using same identification system shown on Architectural Drawings.
 - 2. Coordinate details and cut-outs to accommodate accessories specified under other Sections.
- I. Samples: Submit the following samples representative of quality to be provided in finished work:
 - 1. Silestone Solid Surface.
- K. Low Emitting Materials Compliance Submittals
 - 1. Provide documentation for each adhesive to be used on site, indicating that the adhesives comply with low V.O.C. requirements.
- L. Sustainable Submittals:
 - 1. Submit manufacturer's documentation that composite wood products, including plywood, that are used are manufactured without the use of any added urea-formaldehyde. This requirement includes binders, and laminating adhesives used in the field or shop. Submit manufacturer's documentation of the resin used in lieu of urea-formaldehyde in binders and laminating adhesives.

1.05 QUALITY ASSURANCE

- A. AWI Quality Standard: Comply with applicable requirements of the AWI "Architectural Woodwork Quality Standards", except where indicated otherwise.
- B. Fabrication and Installation Qualifications: firm which can demonstrate a minimum of 5 years of successful experience in fabricating and installing casework items similar in type and quality to those required for this project.
- C. Obtain each type of hardware from a single manufacturer.
- D. Fire-Retardant Treated Material: Accredited testing agency mark on each piece of wood indicating compliance with the fire hazard classification.
- E. Regulatory Agencies:

1. NYC Board of Standards and Appeals (BS/A).
2. NYC Materials and Equipment Acceptance (MEA).

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Protect casework during transit, delivery, storage and handling to prevent damage, soiling and deterioration.
- B. Do not deliver casework, until operations which could damage, soil or deteriorate casework have been completed in installation areas. If casework must be stored, store only in areas meeting requirements specified for installation areas.

1.07 PROJECT CONDITIONS

- A. Maintain temperature and humidity in installation area as required to maintain moisture content of installed woodwork within 1.0 percent of optimum moisture content as follows:
 1. Optimum Moisture Content of Wood: 5-10%
 2. Relative humidity required to be maintained in installation and storage areas: 25-55%

1.08 COLOR SELECTIONS

- A. As selected by Architect, indicated on drawings and approved in samples.

PART 2 – PRODUCTS

2.01 FABRICATION, GENERAL

- A. Wood Moisture Content: Comply with requirements of referenced quality standard for moisture content of lumber and plywood at time of fabrication and for relative humidity in installation areas.
- B. Fabricate casework to dimensions, profiles, and details indicated with openings and mortises precut, where possible, to receive hardware and other items and work.
- C. Complete fabrication, assembly, finishing, hardware application, and other work before shipment to maximum extent possible. Disassemble components only as necessary for shipment and installation. Where necessary, provide ample allowances for scribing, trimming, and fitting.
- D. Pre-Cut Openings: Provide casework with pre-cut openings, where possible, for hardware, appliances, plumbing fixtures, electrical work and similar items. Locate openings accurately and use templates or roughing-in diagrams for proper size and shape. Smooth edges of cutouts and, where located in countertops, seal edges of cutouts with a water-resistant coating.
- E. Measurements: Before fabrication of casework to be fitted to other construction, obtain field measurements and verify dimensions and shop drawing details as required for accurate fit.

- F. Cabinet work and paneling construction shall comply with the requirements of AWI Architectural Cabinets and Paneling, Premium Grade, except where indicated herein and on the Drawings for more stringent requirements.

2.02 WOOD SPECIES AND GRADES

- A. Solid Wood and Hardwood Plywood Veneer:
 - 1. Plywood not exposed to view (tops and backs): AWI Grade II.
 - 2. Shelving in Cabinets (exposed): Plain Sawn Red Oak, AWI Grade I for Oak Units; White Birch, AWI Grade I for Birch units. Solid wood shelving edge (Oak).
 - 3. Shelving in Cabinets: White or Red Birch, AWI Grade II, with solid wood edge to be painted.

2.03 TYPES OF PANELS

- A. Particleboard and Fiberboard: medium density (37 to 50 pounds per cubic foot) shall not be permitted for shelving.
- B. Veneer Core Plywood: core of odd number of veneer plies, with face and back veneers. Use veneer core plywood for all casework, except that other panel types are permitted for certain components where covered by Solid Surface. Use veneer core plywood, marine grade, for all vertical surfaces of security desk.
- C. All plywood, composite wood products and adhesives used shall contain no added urea-formaldehyde.

2.04 GENERAL NOTES

2.05 ARCHITECTURAL CABINETS - WOOD

- A. Comply with AWI requirements for Section 400A Wood Cabinets, Premium Grade, for transparent finish, except provide more stringent requirements, where indicated.

2.06 FIRE-RETARDANT TREATMENT

- A. Where lumber is indicated or required to be fire-retardant treated, provide "FR-S" lumber, complying with AWWA Standards for pressure impregnation with fire-retardant chemicals to achieve a flame spread rating of 25 or less, when tested in accordance with UL Test 723, ASTM E84 or NFPA Test 255.
 - 1. Where treated items are indicated to receive a transparent or paint finish, use a fire-retardant treatment which will not bleed through or adversely affect bond of finish.
 - 2. Provide UL label or identifying mark on each piece of fire-retardant lumber.

3. Redry treated items to maximum moisture content of 19 percent after treatment.
- B. Fire-retardant Treated Plywood
Comply with APA requirements.

2.07 HARDWARE

A. Security Desk

1. Desk Leg – BORSA - Adjustable 2” Furniture Leg - 642
2. Acrylic barrier clamp – Hafele 284.02.043

B. Glass Gate

1. Metal post mounted hinge – Waterson K51GWL-B2
2. Glass mounted latch lock – CRL PTH311BS
3. Lever Handle – CRL PTH306BS

C. Glass railing

1. Base shoe – CRL 8B10D
2. Base shoe end caps – CRL 8B series

D. Screws

1. Secure hardware with suitable screws and bolts of same material and finish as hardware items unless otherwise specified. Provide Phillips head screws unless otherwise indicated.
2. Manufacturer of each hardware item shall provide the fastenings required for the installation of that item.

E. Grommet

1. At built-in security desk.
2. 2” @ Counter Grommet.
 - Doug Mockett & Company, Inc. www.Mockett.com
 - 1-7/8" MM3 SOLID BRASS DESK GROMMET
 - Color: US26D Satin Chrome

E. Hardware Finish:

Hardware finishes shall comply with requirements of U.S. Bureau of Standards for the following:

U.S. - DESCRIPTION

USP - Primed for Painting

US1D - Dull Black

US2C - Zinc Plated, Commercial

US3 - Bright Brass

US4 - Satin Brass

US5 - Satin Brass, Oxidized

US7 - Brass, Nickel oxidized, Bright Relieved

US9 - Bright Bronze

US10 - Satin Bronze

US10A - Antique Bronze, lacquered

- US10B - Antique Bronze, oiled
- US11 - Satin Bronze, oxidized
- US14 - Bright Nickel Plated
- US15 - Satin Nickel Plated
- US15A - Nickel Oxidized Relieved
- US17A - Half Polished Iron, Smooth
- US20 - Statuary Bronze, Light
- US20A - Statuary Bronze, Dark
- US26 - Bright Chromium
- US26D - Satin Chromium
- US32 - Polished Stainless Steel
- US32D - Satin Stainless Steel

2.08 INSTALLATION MATERIALS

- A. Anchors: Select material, type, size, and finish required for each substrate for secure anchorage.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Examine all areas to receive Work of this Section and correct conditions as required to accommodate the Work.
- B. Do not deliver and install Work of this Section until wet work such as plastering, painting and other finishes is completed; the HVAC system shall be operating and maintaining proper temperature and humidity conditions.
- C. Condition cabinetwork and paneling to the average ambient humidity conditions prior to installation.
- D. Verify the location and condition of inserts, and other built-in anchoring devices.

3.02 INSTALLATION

- A. Install cabinetwork and paneling plumb, true, level and without distortion. Shim as needed with concealed wood or hard plastic shims.
Tolerances: 1/8" in 8'-0" for plumb and level (including tops); allow no variation in flushness of adjoining surfaces.
- B. Scribe and cut cabinets and paneling to fit adjoining Work. Refinish cut surfaces to match adjacent surfaces; repair damaged finishes.
- C. Provide filler strips; trim strips to irregularities of adjacent surfaces.
- D. Secure and anchor fixed cabinetwork to substrates with concealed devices and fasteners of sufficient sizes and strengths to support fully-loaded cabinets.
- E. Anchor tops to cabinets with concealed fasteners.
- F. Secure paneling to substrates or supports with concealed fasteners, where possible; where nails are required, use countersunk finishing nails.

3.03 HARDWARE INSTALLATION

- A. Secure hardware with screws, bolts and fasteners of the proper sizes, with finish to match hardware.

3.04 ADJUSTMENT, CLEANING, FINISHING, AND PROTECTION

- A. Adjust cabinetwork units as required for proper and uniform appearance.
- B. Clean and lubricate hardware; adjust hardware for proper operation.
- C. Clean all exposed surfaces.
- D. Touch-up shop-applied finishes where damaged or soiled, to obtain a finished appearance to match that of adjacent surfaces. If not possible to obtain a suitable finish, provide a new surface or component.

3.05 CLEANING AND ADJUSTING

- A. Clean hardware items thoroughly and adjust for proper operation.

3.06 KEY OPERATION AND INSPECTION

- A. Upon completion of the building and after locks have been secured in proper positions, keys belonging thereto shall be fitted and made to work freely in respective locks in the presence of the Owner's Representative.

END OF SECTION 06 41 00

SECTION 06 61 19 – QUARTZ SURFACING FABRICATIONS

PART 1 – GENERAL

1.01 SUMMARY

- A. Section Includes: Provide solid surfacing fabrications including but not limited to following:
 - 1. Silestone: Security desk surfaces.
- B. Related Sections: Following description of work is included for reference only and shall not be presumed complete:
 - 1. Waste management and disposal requirements: Section 02 08 30, Waste Management and Disposal.
 - 2. Provision of finish carpentry and architectural woodwork: Section 06 40 00, Architectural Woodwork.
 - 3. Provision of joint sealants: Section 07 92 00, Joint Sealants.

1.02 REFERENCES

- A. American National Standards Institute (ANSI):
 - 1. A108.5 - Installation of Ceramic Tile with Dry-Set Portland Cement Mortar or Latex Portland Cement Mortar.
 - 2. A118.4 - Latex-Portland Cement Mortar.
- B. ASTM International (ASTM):
 - 1. C97 - Standard Test Methods for Absorption and Bulk Specific Gravity of Dimension Stone.
 - 2. C99 - Standard Test Method for Modulus of Rupture of Dimension Stone.
 - 3. C170 - Standard Test Method for Compressive Strength of Dimension Stone.
 - 4. C241 - Standard Test Method for Abrasion Resistance of Stone Subjected to Foot Traffic.
 - 5. C256 - Method of Test for Flexural Strength of Magnesium Oxychloride Cements (Using Simple Bar with Two-Point or Single-Point Loading).
 - 6. C370 - Standard Test Methods for Moisture Expansion of Fired Whiteware Products.
 - 7. C373 - Standard Test Method for Water Absorption, Bulk Density, Apparent Porosity, and Apparent Specific Gravity of Fired Whiteware Products.
 - 8. C482 - Standard Test Method for Bond Strength of Ceramic Tile to Portland Cement.
 - 9. C484 - Standard Test Method for Thermal Shock Resistance of Glazed Ceramic Tile.
 - 10. C531 - Standard Test Method for Linear Shrinkage and Coefficient of Thermal Expansion of Chemical-Resistant Mortars, Grouts, Monolithic Surfacing, and Polymer Concretes.
 - 11. C648 - Standard Test Method for Breaking Strength of Ceramic Tile.
 - 12. C650 - Standard Test Method for Resistance of Ceramic Tile to Chemical Substances.

13. C672/C672M - Standard Test Method for Scaling Resistance of Concrete Surfaces Exposed to Deicing Chemicals.
 14. C674 - Standard Test Methods for Flexural Properties of Ceramic Whiteware Materials.
 15. C880 - Standard Test Method for Flexural Strength of Dimension Stone.
 16. C1026 - Standard Test Method for Measuring the Resistance of Ceramic Tile to Freeze-Thaw Cycling.
 17. C1028 - Standard Test Method for Determining the Static Coefficient of Friction of Ceramic Tile and Other Like Surfaces by the Horizontal Dynamometer Pull-Meter Method.
 18. C1353 - Standard Test Method Using the Taber Abraser for Abrasion Resistance of Dimension Stone Subjected to Foot Traffic.
 19. C1378 - Standard Test Method for Determination of Resistance to Staining.
 20. E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
- C. Greenguard Environmental Institute (GEI) - Certification Programs.
 - D. NSF International/American National Standards Institute (NSF/ANSI) 51 - Food Equipment Materials.
 - E. Underwriters Laboratories, Inc. (UL) 94 - Standard for Safety of Flammability of Plastic Materials for Parts in Devices and Appliances Testing.

1.03 SUBMITTALS

- A. Submittals for Review:
 1. Shop Drawings: Include layout, dimensions, materials, finishes, cutouts, and attachments.
- B. Samples:
 1. 3 x 3 inch quartz samples [in specified color. See finish schedule.
 2. 3 inch long joint sealer samples. Provide architect with available colors.
- C. Sustainable Design Submittals:
 1. Recycled Content: Certify percentages of post-consumer and pre-consumer recycled content.
 2. Low-Emitting Materials: Certify volatile organic compound (VOC) content.
- D. Closeout Submittals:
 1. Maintenance Data: Include recommended cleaning materials and procedures, and list of materials detrimental to quartz.

1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications:
 1. Minimum 5 years documented experience in manufacture of quartz surfacing materials.
- B. Fabricator and Installer Qualifications: Minimum 2 years documented experience in work of this Section.

1.05 DELIVERY, STORAGE AND HANDLING

- A. Delivery and Acceptance Requirements: Deliver no components to Project site until areas are ready for installation.
- B. Storage and Handling Requirements:
 - 1. Store components indoors prior to installation.
 - 2. Handle materials to prevent damage to finished surfaces.

1.06 WARRANTY

- A. Provide manufacturer's 10-year warranty against defects in materials and workmanship.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

Manufacturer List: Products of following manufacturers are acceptable subject to conformance to requirements of Drawings, Schedules and Specifications:

- 1. Contract Documents are based on products by Cosentino USA, Inc. (www.cosentinousa.com)
- 2. Caesarstone (www.caserstoneus.com)
- 3. Cambiria. (www.cambriausa.com)
- 4. Or approved equal.

2.02 MATERIALS

- A. Quartz Sheet:
 - 1. Product: Silestone Quartz.
 - 2. Composition: Quartz aggregate, polyester resin, and color pigments formed into flat slabs.
 - 3. Bacteriostatic Protection. With Silver Technology.
 - 4. Color: To be selected from manufacturer's full color range.
 - 5. Surface finish: Polished.
 - 6. Thickness: 1.2 cm.
 - 7. Physical characteristics:
 - a. Static coefficient of friction: 0.75 dry, 0.68 wet, tested to ASTM C1028.

- b. Water absorption: 0.03 percent, tested to ASTM C97.
- c. Compressive strength: 29,100 psi, tested to ASTM C170.
- d. Bond strength: 235 psi, tested to ASTM C482.
- e. Modulus of rupture: 6310 psi, tested to ASTM C99.
- f. Flexural strength: 5840 psi, tested to ASTM C880.
- g. Breaking strength: 480 lbf, tested to ASTM C648.
- h. Impact strength: Minus 352 feet, tested to ASTM C256.
- i. Density: 2.47 grams per cubic centimeter, tested to ASTM C373.
- j. Stain resistance: Not affected by 10 percent hydrochloric acid or 10 percent KOH, tested to ASTM C650.
- k. Thermal shock resistance: Pass 5 cycles, tested to ASTM C484.
- l. Abrasive index: 65-Ha = 25, tested to ASTM C241.
- m. Thermal expansion: 1.670×10^{-5} in/in/deg F, tested to ASTM C531.
- n. Deicing resistance: Rating of 0, tested to ASTM C672/C672M.
- o. Freeze/thaw resistance: 0 tiles at 15 cycles, tested to ASTM C1026.
- p. Flame spread rating: Class 1, tested to ASTM E84.
- q. Flammability: Best rating, tested to UL 94.
- 8. Certifications:
 - a. GEI indoor Air Quality Certified.
 - b. GEI Children and Schools Certified.
 - c. NSF/ANSI 51 Certified.
 - d. Kosher Certified.

2.03 ACCESSORIES

- A. Adhesive:
 - 1. Type recommended by quartz manufacturer.
 - 2. Maximum volatile organic compound (VOC) content: [70] grams per liter.
- B. Latex-Portland Cement Mortar: 272 Premium Floor N' Wall Thin-Set Mortar mixed with 333 Super Flexible Additive by Laticrete International, Inc.
- C. Latex-Portland Cement Mortar: 254 Platinum Multipurpose Thin-Set Mortar by Laticrete International, Inc.
- D. Joint Sealer:
 - 1. Latisil Tile and Stone Sealant by Laticrete International, Inc.
 - 2. Volatile organic compound (VOC) content: Maximum [50] grams per liter.
 - 3. Color: provide architect with manufacturer's full color range.

2.04 FABRICATION

- A. Cut quartz panels accurately to required shapes and dimensions.
- B. Fabricate exposed edges to knife edge profile.
- C. Fabricate with hairline joints.
- D. Cut holes for grommets, electrical boxes (see drawings).

PART 3 – EXECUTION

3.01 PREPARATION

- A. Clean surfaces to receive fabrications; remove loose and foreign matter than could interfere with adhesion.

3.02 INSTALLATION

- A. Install fabrications in accordance with manufacturer's instructions and approved Shop Drawings.
- B. Set in thin set mortar bed in accordance with ANSI A 108.5.
- C. Set plumb and level. Align adjacent pieces in same plane.
- D. Install with hairline joints.
- E. fill joints between fabrications and adjacent construction with joint sealer; finish smooth and flush.

3.03 INSTALLATION TOLERANCES

- A. Maximum variation from level and plumb: 1/8 inch in 10 feet, noncumulative.
- B. Maximum variation in plane between adjacent pieces at joint: plus or minus 1/16 inch.

3.04 CLEANING

- A. Clean fabrications in accordance with manufacturer's instructions.

3.05 PROTECTION

- A. Protect installed fabrications with non-staining sheet coverings.

END OF SECTION 06 61 19

SECTION 07 84 00 - FIRESTOPPING

PART 1 – GENERAL

1.1 DESCRIPTION OF WORK

- A. Provide firestopping at all penetrations and juncture joints of fire-rated walls, floors and ceilings in accordance with the requirements of the NYC Building Code.
- B. Firestopping shall be provided:
 - 1. At all penetrations through fire rated partitions and assemblies.
 - 2. At all penetrations through concrete slab.
- C. If exposed to view fire stopping shall be painted to match adjacent surface.

1.2 REFERENCES

- A. References and industry standards listed in this Section are applicable to the Work. Unless more restrictive criteria or differing requirements are explicitly stated in the Specifications, or mandated by governing codes or regulations, the recommendations, suggestions, and requirements described in the referenced standards shall be deemed mandatory and applicable to the Work.
 - 1. American Society for Testing and Materials (ASTM)
 - 2. Underwriters Laboratories, Inc. (UL)
 - 3. National Fire Protection Association (NFPA)
 - 4. Warnock Hersey

1.3 DESIGN REQUIREMENTS

- A. Technical Requirements
 - 1. Firestopping materials shall be UL Classified as "Fill, Void or Cavity Material" for use in Through-Penetration Firestop Systems.
 - 2. Firestop Systems shall provide a fire resistance rating at least equal to the hourly resistance rating of the fire-rated barrier and resist passage of smoke and other gases.

1.4 SUBMITTALS

- A. Product Data: Submit manufacturer's product information for each type of firestopping/smoke seal and assembly installed, including application instructions and specifications.
- B. Quality Control Submittals
 - 1. Certificates

- a. Furnish manufacturer's certification that materials meet or exceed specification requirements for each of the performance tests specified in Part 2. Provide testing certification.
 - b. Furnish applicator's certification that material has been completed as specified to meet fire resistance ratings, thickness requirements, and application requirements of the applicable assembly.
 - c. Furnish UL, BSA, MEA, or OTCR approval of material.
 - d. Furnish certificate stating each material is 100% asbestos free.
2. Contractor Qualifications
- a. Provide proof of Manufacturer and Applicator qualifications specified under "Quality Assurance".
- C. Guarantee
1. Contractor and installer's installation guarantee.

1.5 QUALITY ASSURANCE

- A. Qualifications
1. Manufacturer
Company specializing in the manufacture of firestopping/smoke seal materials to be used in this Contract shall have a minimum of five years experience.
 2. Installer: All firestopping Work shall be performed by a Subcontractor who will be acceptable to the firestopping manufacturer in the application of its products and systems and have a minimum of three years experience and shall have worked on at least two projects with similar quantities of materials used.
- B. Regulatory Requirements
1. Building Code: Material and application shall meet the requirements for firestopping materials in accordance with the NYC Building Code.
 2. Material must have UL or NYC BSA, MEA or OTCR approval for each assembly utilized. Comply with the following for firestopping that is required to be in compliance with BC 712 of the 2008 NYC Building Code:
 - a. ASTM E84 - Surface Burning Characteristics of Building Materials.
 - b. ASTM E814 - Fire Tests of Through Penetration Firestops.
 - c. U.L. 1479 - Fire Tests of Through-penetration `Firestops.
 - d. U.L. - Fire Resistance Directory; Through-Penetration Firestop Systems (XHEZ), and Fill, Void or Cavity Materials (XHHW).
 - e. U.L. 723 - Standard Test Method for Surface Burning Characteristics of Building Materials.
- C. Manufacturer's Certification
1. Manufacturer shall provide written certification stipulating that its products and systems used in this Project, if installed in accordance with the manufacturer's recommendations, shall provide the firestopping specified in this Section, as indicated by its UL rating for that specific installation.
 2. The certification shall not include either or both of the following statements, or variations thereof:

"Owner or User shall determine suitability of the product or system for its intended use and assume all risks and liabilities connected therewith" and, "Owner or User shall test application of product or system for its specific use".

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in original, unopened packages bearing name of manufacturer, product identification, and the proper UL labels for fire hazard and fire-resistance classification.
- B. Store materials off ground, under cover, and away from damp surfaces, keep dry.

1.7 ENVIRONMENTAL REQUIREMENTS

- A. Maintain air and substrate temperature at a minimum temperature of 50°F for 24 hours before, during, and for 24 hours after application of the material or as required by the product literature, which ever is more stringent. Contractor shall provide enclosures with heat to maintain temperatures.

1.8 GUARANTEE

- A. Submit a guarantee, executed by the Contractor and co-signed by the installer, agreeing to repair/replace firestopping work performed under this Contract which has cracked, flaked, dusted excessively, peeled, or has separated or fallen from the substrate due to defective workmanship for a period of two (2) years from the date of substantial.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Hilti Construction Chemicals, Inc., Tulsa, OK.
- B. The Carborundum Company, Niagara Falls, NY.
- C. 3M Fire Protection Products, St. Paul, MN.
- D. Bio Fireshield, Inc., Concord, MA
- E. Tremco Sealant Division, Tremco LTD, Toronto, Ontario, Canada.
- F. Specified Technologies, Inc., Somerville, NJ
- G. W. R. Grace & Co., Macungie, PA
- H. RectorSeal Corp., Houston, TX

2.2 MATERIALS

- A. Grout and sealant systems, as well as integral firestopping sleeves and membranes, shall meet or exceed requirements as specified in Part 1 of this Section and shall be acceptable to the Architect.
- B. Firestopping systems shall meet the requirements of ASTM E814, which include, but are not limited to, the following:
 - 1. Prevent flame pass-through.
 - 2. Restrict temperature to not exceed 325°F over ambient on side of assembly opposite flames.
 - 3. Provide a positive smoke seal.
 - 4. Withstand hose stream test with a minimum positive pressure differential of 0.01 inch (2.49 pa.)
 - 5. Provide an F rating of not less than the required fire rating of the wall penetrated.
- C. Firestopping materials shall be asbestos-free, emit no toxic or combustible fumes and be capable of maintaining an effective barrier against flame, smoke, gas, and water in compliance with requirements of this Section.
- D. Firestopping materials/systems shall be flexible to allow for normal movement of building structure and penetrating items(s) without affecting the adhesion or integrity of the system.
- E. Firestopping materials shall not require hazardous waste disposal of used containers/packages.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine and confirm the compatibility of surfaces to receive firestopping materials. Verify that surfaces are sound, clean and dry and are ready to receive the firestopping.
- B. Verify that penetration elements are properly located and securely fixed, with the proper space between the penetration element and surfaces of the opening.

3.2 PREPERATION

- A. Protect adjacent surfaces and equipment from damage.
- B. Clean surfaces of opening.

3.3 INSTALLATION

- A. Install firestopping system in strict accordance with the manufacturer's instructions to obtain the fire-rating required at the specific location
- B. Provide escutcheons for piping at each side of penetration.
- C. Paint firestopping to match walls and ceiling where exposed.

3.4 FIELD QUALITY CONTROL

- A. Contractors Responsibility for Quality Control
 - 1. Inspect all installations to ensure that all work meets the requirements specified as the Work progresses.
 - 2. Do not cover firestopping work until it is accepted and approved.

3.5 CLEANING

- A. Remove excess materials, droppings, and debris; remove excess materials from adjacent surfaces.

3.6 PROTECTION

- A. Protect firestopping installations from damage until completion of all Project Work.

END OF SECTION 07 84 00

SECTION 07 92 00 – JOINT SEALANTS

PART 1 – GENERAL

1.1 RELATED WORK SPECIFIED ELSEWHERE

1.2 SUBMITTALS

- A. Product Data: Catalog sheets, specifications, and installation instructions for each product specified except miscellaneous materials.
- B. Samples:
 - 1. Sealants: One pint or standard tube.
 - 2. Joint Fillers: 12-inch-long section
 - 3. Joint Primer/Sealer/Conditioners: One pint.
 - 4. Baker Rods: 12-inch-long section.
 - 5. Bond Breaker Tape: 12-inch-long section.

1.3 QUALITY ASSURANCE

- A. Container Labels: Include manufacturer's name, trade name of product, kind of material, federal specification number (if applicable), expiration date (if applicable), and packaging date or batch number.

1.4 PROJECT CONDITIONS

- A. Environmental Requirements:
 - 1. Temperature: Follow manufacturer's directions.
 - 2. Ventilation: Provide sufficient ventilation wherever sealants, primers, and other similar materials are installed in enclosed spaces. Follow manufacturer's recommendations.
- B. Protection:
 - 1. Protect all surfaces adjacent to sealants with non-staining removable tape or other approved covering to prevent soiling or staining.
 - 2. Protect all other surfaces in the Work area with tarps, plastic sheets, or other approved coverings to prevent defacement from droppings.

PART 2 – PRODUCTS

2.1 SEALANTS

- A. GE Silicone II paintable sealant for sound penetrations or approved equal.
- B. USG Acoustical sealant or approved equal.
- C. Sealant for exterior glazing, GE Silicone based.
- D. Sealant Colors: For exposed materials provide color as indicated or, if not indicated, as selected by the Architect from manufacturer's standard colors. For concealed

materials, provide the natural color which has the best overall performance characteristics.

2.2 JOINT FILLERS

- A. Expanded Polyethylene Joint Filler: Flexible, compressible, closed-cell polyethylene of not less than 10 psi compression deflection (25 percent).

2.4 MISCELLANEOUS MATERIALS

- A. Joint Primer/Sealer/Conditioner: As recommended by the sealant manufacturer for the particular joint surface materials and conditions.
- B. Backer Rod: Compressible rod stock of expanded, extruded polyethylene.
- C. Bond Breaker Tape: Polyethylene or other plastic tape as recommended by the sealant manufacturer; non-bonding to sealant; self-adhesive where applicable.
- D. Cleaning Solvents: Oil free solvents as recommended by the sealant manufacturer. Do not use re-claimed solvents.
- E. Masking Tape: Removable paper or fiber tape, self-adhesive, non-staining.

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Examine all joint surfaces for conditions that may be detrimental to the performance of the completed Work. Do not proceed until satisfactory corrections have been made.

3.2 PREPARATION

- A. Clean joint surfaces immediately before installation of sealant and other materials specified in this Section.
 - 1. Remove all loose materials, dirt, dust, rust, oils and other foreign matter that will impair the performance of materials installed under this Section.
 - 2. Remove protective coatings and similar materials from joint faces with manufacturer's recommended solvents.
 - 3. Do not limit cleaning of joint surfaces to solvent wiping. Use methods such as grinding, acid etching or other approved and manufacturer's recommended means, if required, to clean the joint surfaces, assuring that the sealant materials will obtain positive and permanent adhesion.
- B. Set joint fillers at proper depth and position as required for installation of bond breakers, backer rods, and sealants. Do not leave voids or gaps between the ends of joint filler units.

- C. Priming Joint Surfaces:
 - 1. Prime joints if recommended by the manufacturer's printed instructions.
 - 2. Do not allow the primer/sealer to spill or migrate onto adjoining surfaces.

3.3 JOINT BACKING INSTALLATION

- A. Install bond breaker tape in relaxed condition as it comes off the roll. Do not stretch the tape. Lap individual lengths.
- B. Install backer rod of sufficient size to fill the joint width at all points in a compressed state. Compress backer rod at the widest part of the joint by a minimum of 25%. Do not cut or puncture the surface skin of the rod.

3.4 SEALANT INSTALLATION

- A. Except as shown or specified otherwise, install sealants in accordance with the manufacturer's printed instructions.
- B. Install sealants with ratchet handgun or other approved mechanical gun. Where gun application is impractical, install sealant by knife.
- C. If low temperature makes application difficult, preheat sealants using manufacturer's recommended heating equipment.
- A. Finishing: Tool all vertical, non-sag sealants so as to compress the sealant, eliminating all air voids and providing a neat smoothly finished joint. Provide slightly concave joint surface, unless otherwise indicated or recommended by the manufacturer.
 - 1. Use tool wetting agents as recommended by the sealant manufacturer.

3.5 CLEANING

- A. Immediately remove misapplied sealant and droppings from metal surfaces with solvents and wiping cloths. On other materials, remove misapplied sealant and droppings by methods and materials recommended in writing by the manufacturer of the sealant material.
- B. After sealants are applied and before skin begins to form on sealant, remove all masking and other protection and clean up remaining defacement caused by the Work.

END OF SECTION 07 92 00

**SECTION 10 45 00 – OPTICAL TURNSTILES (OTS-SS SERIES)
(PROVIDES & INSTALLED BY OTHERS)**

PART 1 – GENERAL

1.01 SUMMARY

- A. Provide labor, materials, equipment and services, and perform operations required for installation of barrier style turnstiles, and related work as indicated on the drawings and specified herein.
- B. Work Included: The work of this section shall include, but not be limited to the following:
 - 1. Optical turnstiles.
- C. Related Work Specified Elsewhere
 - 1. Final service connection shall be as specified in the Mechanical and Electrical Sections.

1.02 QUALITY ASSURANCE

- A. Materials shall conform to the latest edition of applicable reference specifications, and codes and requirements of local authorities having jurisdiction.

1.03 SUBMITTALS

- A. Product Data: Copies of manufacturer's latest published literature for materials specified herein shall be submitted for approval and approval obtained before materials are delivered to the site.
- B. Shop Drawings: Shop drawings showing complete assembly of turnstiles, specified herein, and shall be submitted for approval.

1.04 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials, other than bulk materials, in manufacturer's unopened containers, fully identified.
- B. Handle and store materials in accordance with manufacturer's instructions and recommendations, protected from weather, soiling or damage from any source.

1.05 PROJECT CONDITIONS

- A. Do not install work of this section until space has been enclosed and weather-tight, and until wet work in such space is dry to the satisfaction of the Architect and installer, and until ambient conditions of temperature and humidity will be continuously maintained at values near those indicated for final occupancy.

PART 2 – PRODUCTS

2.01 MANUFACTURER

- A. Provide the Optical Turnstile Model No. OTS-SS as manufactured by Kouba Systems. The system monitors through-beam infrared sensors, and access control contacts. The card access system is interfaced with the optical turnstile control system. All lane controls and alarms are communicated with relay contacts between the card access system and the optical turnstile system.

2.02 OPERATION

- A. Confirmed Valid Card Usage
1. Valid Card Usage: The lock output of the card access system is monitored by OTS-SS to determine when a valid card has been presented. The lock output must be configured for automatic re-lock when the door is opened. The normally closed-door mimic relay (DMR) is monitored by the card reader system. The (DMR) opens when a valid card is presented to the reader, and closes when a person walks through the passageway. The relay cycle is expected by the card reader system and an authorized passage is registered in the card reader database.
 2. Free Exit Mode: The optical turnstile system has two operating modes – CARD IN / CARD OUT and CARD IN / FREE EXIT. When the system is in FREE EXIT MODE, a person walks through the passageway in the exit direction, the DMR relay does not activate.
 3. Tailgate Alarm: When the optical turnstile system detects a tailgate violation, the DMR opens and again the card reader system interprets that action as a forced door alarm and an alarm is registered in the card reader database. The OTS-SS circuit activates the local sounder so that the alarm is annunciated at the door. The alarm reset shall have an adjustable time delay

4. System Bypass: A bypass contact from the card access or annunciator will enable all light arrays to indicate lane is open allow free passage. The unit will stay in this condition as long as the bypass input is activated.

A. Unconfirmed Valid Card Usage

1. Valid Card Usage: The valid card output relay from the access control System activates for no longer that 1 second when a valid card is presented. The person walks through the lane, and the lane is ready for the next person. The optical turnstile alarm does not activate.
2. Card Stacking: When a valid card is presented and the valid card relay is activated and another card is presented before the person walks through the lane, the optical turnstile will count up the additional cards and allow the additional people to pass through the lane without causing an alarm.
3. Free Exit Mode: The optical turnstile system has two operating modes – CARD IN / CARD OUT and CARD IN / FREE EXIT. When the system is in FREE EXIT MODE, a person walks through the passageway in the exit direction, the DMR relay does not activate.
4. Tailgate Alarm: When the optical turnstile detects a tailgate violation, the ALARM OUTPUT RELAY opens and the sounder is activated. The alarm is reset after an adjustable time delay.
5. System Bypass: A bypass contact from the card access or annunciator will enable all light arrays to indicate lane is open allow free passage. The unit will stay in this condition as long as the bypass input is activated.
6. Invalid Card Usage: When attempting to enter without a card, or by presenting an invalid card an alarm will be generated via LED's and a sounder at the point of entry, and via relay outputs to the access control monitoring station.

2.03 TECHNICAL OPERATION AND COMPONENTS

A. Power: 12 VDC @1 Amp Max Per Walkway

B. Inputs:

Valid entry card contact: 1 lock control relay from card reader system momentarily closes for entry. 1 second max.

Valid exit card contact: 1 lock control relay from card reader system momentarily closes for exit. 1 second max.

Invalid card contact: contact momentarily closes when an invalid card is presented to the reader. 1 second max.

Lane Bypass: maintained or momentary contact closes when turnstile is placed in bypass mode.

Free Exit Mode: contact is open for card in/card out operation (night mode), close contact for card in/free exit operation (day mode).

Through beam infrared sensors mounted inside housing.

C. Outputs:

1 normally closed Door Mimic Relay (DMR)

1 normally closed Bypass Status Relay

Alarm sounder @ 85dB: Sounder is on during alarm

Access Denied Chime sounder @ 85dB: Chime is on when access is denied.

Green Display graphics indicates entry access enabled.

Red Display graphic indicates secured mode. Entry will generate an alarm.

D. Field Adjustments:

Tailgate Sensitivity Adjustment – sets the sensitivity of the tailgate detection software.

E. Delays

Tailgate sensitivity Adjustment- sets the sensitivity of the tailgate detection software

Beam Block Delay – sets the time delay to beam block alarm

Alarm auto reset – sets the time delay for alarm reset

Unused access reset delay –sets the time delay to reset the lane to normal if valid card is presented and the lane passage does not occur

F. Construction:

The sub-base and internal frame are constructed of 3/8” steel. There are 8 mounting holes and access for wiring. Housing is stainless steel with brushed finish.

G. Dimensions:

1. Model OTS-SS-60: 8 X 60 X 38 inches
2. Model OTS-SS-48: 8 X 48 X 36 inches
3. Model OTS-SS-36: 8 X 36 X 38 inches

H. Mounting: The sub-base is bolted to the floor using the provided anchor bolts. The housing frame is mounted to the sub-base.

I. Spacing:

1. Normal Passageways: The turnstile housing should be spaced to provide 30 to 32 inches of walkway space for normal passageways.
2. ADA Passageways: The housings should be spaced to provide a minimum of 36 inches of walkway space for ADA compliant passageways.

2.04 WIRING

- A. Power – 12 VDC @1 Amp per walkway - 2-2 CONDUCTOR 18 AWG
- B. Card Reader – Dependent on type of reader provided and configuration of system (i.e. card in/out or card in/free exit)
- C. Access Control Interface – Includes valid exit, valid entry, invalid, alarm output etc. (12 conductor 22AWG)
- D. Housing to Housing – Provides wiring to adjacent light arrays (6 conductor 22AWG)
- E. Annunciation Terminations (optional) – Provides wires to the optional annunciator (8 conductor 22 AWG)

2.05 WIRE TERMINATIONS TO ACCESS CONTROL SYSTEM

- A. Each walkway requires a 12 volt direct current (VDC) power supply with a minimum of one amp sourcing capabilities.
- B. Valid entry card and exit card (exit card only required in card in/out configuration) input signals are terminated to the lock output relays provided by the access control system.
- C. Lock output relays shall be set for a momentary closure upon valid card read and shall maintain this closure for a maximum of 1 second.
- D. Invalid card input signal shall be terminated to a lock output relay provided by the access control system. Relay shall be momentary and shall close upon an invalid card. The turnstile upon receiving this closed contact will indicate to the user that an invalid card has occurred by activating the chime and flashing red LED's located in the top of the display.
- E. A bypass status output shall be provided for monitoring the systems bypass state. This output will activate when the bypass input is activated.

- F. The alarm status shall be able to activate in two different modes or options via a dip switch option.
 - 1. Mode 1 or Option 1: The alarm status relay shall activate on a valid passage or an alarm (Door Mimic)
 - 2. Mode 2 or Option 2: The alarm status relay shall activate when passage through the turnstile occurs without a valid read or when a tailgate condition is detected (alarm only).

2.06 WIRE TERMINATIONS TO ANNUNCIATOR

- A. Keyswitch shall be configured to disable bypass pushbuttons on the annunciator.
- B. Bypass pushbuttons shall activate the lane bypass.
- C. Alarm status LED shall illuminate when unit is in alarm.
- D. Invalid card status LED shall illuminate when an invalid card is presented to the lane.
- E. Bypass status LED shall illuminate when the lane is in bypass.

2.07 ELECTRICAL CHARACTERISTICS SUMMARY

- A. System Power Requirements – Input Voltage: 12 VDC at 1 AMP per walkway. the power supply shall be regulated, conditioned and on battery back up. Power supply can be sized to accommodate multiple walkways but must be sufficient to provide 20% more current than required by the total number of walkways.
- B. Control Unit – Shall consist of a microprocessor board with a non-volatile one time Programmable chip.
 - 1. Inputs – will provide a .05mA draw across a dry contact.
 - 2. Outputs – will provide a dry contact signal level rated @ 500mA maximum. Not for direct lock control.
- C. Sensors - Shall be prewired through beam type, with active infrared transmitter and receiver pairs with automatic interference protection.
- D. Displays – Shall consist of red and green LED Clusters pre-wired within each housing. External wiring shall be required between lanes to operate adjacent displays.
- E. Sounders – Shall consist of two types and be pre-wired within each housing. Display

Wiring between the lanes shall connect the adjacent sounders.

1. Type 1 – 85dB Sounder
2. Type 2 – 80dB Chime for invalid card indication.

2.08 WARRANTY

- A. Warranty shall be 3 years.

PART 3 – EXECUTION

3.01 EXAMINATION

- A. Examine conditions of the job site where work of this section is to be performed to insure proper arrangement and fit of the work. Start of work implies acceptance of job site conditions.

3.02 PREPARATION

- A. Cooperate with other trades supplying materials or performing work in connection with the work under this Section and to other trades whose work is affected by the work of this Section. Provide items required to be built into the other work in ample time to avoid delaying the normal progress of such work.

3.03 INSTALLATION

- A. Install in strict accordance with manufacturer's specifications
- B. Supports, anchorages and fastenings shall be secure and adequate for use intended.

3.04 PROTECTION AND ACCEPTANCE

- A. The Contractor shall suitably protect the work in order to maintain finishes in perfect condition until final completion and acceptance. Any damaged or defective work shall be removed and replaced at no additional cost to the Owner.
- B. The finished installation shall be sound and free from defects of materials and workmanship. After the inspection of the installation and its approved by the Architect, protection, labels, smears and stains shall be removed and items washed clean.

END OF SECTION 10 45 00

EXHIBIT E: EXECUTIVE ORDER 202.16



Department of Health

ANDREW M. CUOMO
Governor

HOWARD A. ZUCKER, M.D., J.D.
Commissioner

SALLY DRESLIN, M.S., R.N.
Executive Deputy Commissioner

Interim Guidance on Executive Order 202.16 Requiring Face Coverings for Public and Private Employees Interacting with the Public During the COVID-19 Outbreak

April 14, 2020

Background:

In December 2019, a new respiratory disease called the novel coronavirus (COVID-19) was detected. COVID-19 is caused by a virus (SARS-CoV-2) that is part of a large family of viruses called coronaviruses. Recently, community-wide transmission of COVID-19 has occurred in the United States, including New York where the number of both confirmed and suspected cases is increasing. To reduce the community-wide transmission of COVID-19, Governor Andrew M. Cuomo has taken aggressive action through [Executive Order 202](#), as amended, to combat the spread of this infectious disease, reducing the density of people in areas of common congregation by closing the in-person operations of non-essential businesses and prohibiting all non-essential gatherings of individuals of any size for any reason.

Executive Order:

[Executive Order 202.16](#), issued on April 12, 2020, provides the following directive:

For all essential businesses or entities, any employees who are present in the workplace shall be provided and shall wear face coverings when in direct contact with customers or members of the public. Businesses must provide, at their expense, such face coverings for their employees. This provision may be enforced by local governments or local law enforcement as if it were an order pursuant to section 12 or 12-b of the Public Health Law. This requirement shall be effective Wednesday, April 15 at 8 p.m.

Guidance:

Essential businesses, as well as state and local government agencies and authorities, must procure, fashion, or otherwise obtain face coverings and provide such coverings to employees who directly interact with the public during the course of their work at no-cost to the employee.

- Businesses are deemed essential by the Empire State Development Corporation (ESD), pursuant to the authority provided in Executive Order 202.6. Please visit the [ESD website](#) for specific information on essential businesses. For the purpose of this guidance, essential businesses shall also provide face coverings to contractors, including independent contractors.
- Face coverings include, but are not limited to, cloth (e.g. homemade sewn, quick cut, bandana), surgical masks, N-95 respirators, and face shields. Please visit the Centers for Disease Control and Prevention's "Coronavirus Disease 2019 (COVID-19)" [website](#) for [information](#) on cloth face covers and other types of personal protective equipment (PPE), as well as instructions on use and cleaning.

- Direct interaction with the public shall be determined by the employer, but, at a minimum, shall include any employee who is routinely within close contact (i.e. six feet or less) with members of the public, including but not limited to customers or clients.
- Employees are allowed to use their own face coverings, but shall not be mandated to do so by their employer. *Further, this guidance shall not prevent employees from wearing more protective coverings (e.g. surgical masks, N-95 respirators, or face shields) if the individual is already in possession of such PPE, or if the employer otherwise requires employees to wear more protective PPE due to the nature of their work (e.g. healthcare).*
- Employees are required to wear face coverings when in direct contact with members of the public, except where doing so would inhibit or otherwise impair the employee's health. *Employers are prohibited from requesting or requiring medical or other documentation from an employee who declines to wear a face covering due to a medical or other health condition that prevents such usage.*
- Employees who are unable to wear face coverings and are susceptible to COVID-19 based on the "Matilda's Law" criteria (i.e. individuals who are 70 years of age or older, individuals with compromised immune systems, and individuals with underlying illnesses) should consult with their employer to consider [reasonable accommodations](#), including but not limited to different PPE, alternate work location, or alternate work assignment with fewer interactions with the public. Employers should work with their employees to see if they can be accommodated to ensure the employee can continue to deliver essential services in the safest manner possible.
- If an employer is unable to procure, fashion, or otherwise obtain face coverings for their employees, they may consult with their local office of emergency management to determine if extra supplies exist within the municipality for this purpose and, if so, they may submit a request for face coverings. Please note that quantities are extremely limited and are prioritized for health care workers and first responders. *Not being able to source face coverings does not relieve an employer's obligation to provide such face coverings to their employees.*
- Nothing in this guidance shall supercede the respiratory protection equipment requirements set forth by the United States Department of Labor's Occupational Safety and Health Administration (OSHA).

Additional Information:

New York State Coronavirus (COVID-19) Website

<https://coronavirus.health.ny.gov/>

United States Centers for Disease Control and Prevention Coronavirus (COVID-19) Website

<https://www.cdc.gov/coronavirus/2019-ncov/index.html>

Name of Contractor: _____

Signature: _____

Date: _____

**EXHIBIT F: COVID-19 CONTRACTOR
GUIDANCE FOR JOBSITES**

COVID-19 CONTRACTOR GUIDANCE FOR JOBSITES

In response to the public health emergency for the COVID-19, Governor Andrew Cuomo has declared a State disaster emergency and temporarily suspended or modified laws that would prevent, hinder, or delay action necessary to cope with the disaster or emergency. The Governor has also issued directives to allow for the expansion of certain services including those relating to emergency procurement, and to facilitate the continued work of essential businesses subject to compliance with mandatory directives for safety best practices and social distancing. The purpose of this guidance is to set forth the recommended best practices and social distancing requirements for contractors performing work at State University of New York construction sites in the context of the COVID-19 health crisis.

Contractor Responsibilities

Under your contract with the Campus,

- Contractors and their subcontractors are required at all times to guard the safety and health of all persons on and in the vicinity of the work site
- Contractors and their subcontractors are required to comply with all applicable rules, regulations, codes, and bulletins of the New York State Department of Labor and the standards imposed under the Federal Occupational Safety and Health Act of 1970, as amended (“OSHA”)
- Contractors and their subcontractors are also required to comply with all contract safety requirements
- Contractors and their subcontractors must comply with all City or State of New York safety requirements for projects within the City or State of New York constructed in accordance with the applicable building code, and contractors are required to provide written safety plans for the site showing how all safety requirements of applicable law will be implemented for the duration of the contract.

Contractors and their subcontractors must also adhere to the following practices to help prevent exposure and spread of COVID-19. The following recommendations are based on what is currently known about COVID-19. Contractors and their subcontractors are advised to stay current and immediately implement the most up-to-date practices to protect the safety and health of your employees, clients, and the general public.

General Responsibilities:

- Contractors and their subcontractors should educate their employees on the symptoms of COVID-19, which include cough, fever, trouble breathing, and pneumonia. Contractors and their subcontractors must instruct any employee who feels they may have any of the

above symptoms to refrain from reporting to the jobsite and immediately contact their health care provider and the local health department in the county in which they reside. Contact information for local health departments can be found at www.health.ny.gov.

- If the employee begins to exhibit these symptoms while in the workplace, steps should be taken to remove the individual from the workplace. Using safe social distancing practices, provide the employee with a surgical mask and instruct them to put it on, self-transport themselves home, and to contact their health care provider and inform the local health department. The Contractor must notify the contracting agency/authority.
- Personnel should be advised to self-quarantine in accordance with the requirements of the New York State and local health department. Contracting agencies/authorities reserve the right to require any employee of the Contractor, and their subcontractors exhibiting symptoms, to be removed from the jobsite
- If an employee is confirmed to have COVID-19 infection, contractors and their subcontractors should inform fellow employees, who have been in contact with this employee, of their possible exposure to COVID-19 in the workplace while maintaining confidentiality as required by applicable New York State and federal law. The fellow employees should then self-monitor for symptoms (i.e., cough, fever, trouble breathing, and pneumonia) and self-quarantine in accordance with the requirements of the New York State and local health department
- If an employee tests positive for COVID-19, Contractors and their subcontractors should direct the employee to self-quarantine and remain quarantined for 14 days, following the guidance of New York State and local health department
 - Contractors and their subcontractors may permit such employee to return to the jobsite when this employee produces a negative COVID-19 test or receives medical clearance to return to work
- If an employee tests negative for COVID-19, contractors and their subcontractors may direct the employee to return to work after recovery from their illness. Any direct contacts on pre-cautionary quarantine may return to the jobsite and resume their work activities.

Social Distancing:

- Do not host large group meetings or congregate in large groups. When meetings are necessary, maintain a distance of 6-feet between people.
- Perform any tool box or other training maintaining the distance of 6-feet between people.
- Perform meetings online or via conference call whenever possible
- Only essential personnel should be permitted on the jobsite
- Discourage handshaking and other contact greetings

General Jobsite Practices

- Procedures and supplies should be in place to encourage proper hand and respiratory hygiene.
 - Hand hygiene:

Signage with handwashing procedures should be posted in prominent locations promoting hand hygiene

 - Regular handwashing with soap and water for at least 20 seconds should be done:
 - Before and after eating
 - After sneezing, coughing, or nose blowing
 - After using the restroom
 - Before handling food
 - After touching or cleaning surfaces that may be contaminated
 - After using shared equipment and supplies; and also
 - Whenever a contractor or subcontractor believes it is necessary
 - If soap and water are not available, use an alcohol-based hand sanitizer that contains at least 60% alcohol
 - Respiratory Hygiene:
 - Covering coughs and sneezes with tissues or the corner of elbow
 - Disposing of soiled tissues immediately after use
 - Where possible, have disposable masks available to cover an employee's mouth and nose if they develop symptoms on the job to protect others from exposure.
- Practice routine environmental cleaning and disinfecting of all frequently touched surfaces on the jobsite. This includes work stations, project trailers and offices, portable toilets, countertops, handles, doorknobs, gang boxes, tools and equipment. See OSHA Guidance on Preparing Workplaces for COVID-19. www.osha.gov/Publications/OSHA3990.pdf
- Appropriate cleaning agents and directions should be utilized to perform all cleaning. Ensure all workers are trained on the hazards of cleaning chemicals used in the workplace and comply with all OSHA requirements regarding same in accordance with the Hazard Communication (Global Harmonization) Standard. Information about <https://coronavirus.health.ny.gov/home>
- Do not use a common water bottle
- If using a common water cooler clean dispenser knob after use
- Do not share tools
- Utilize personal protection equipment (PPE) for the job being performed
- Sanitize reusable PPE per manufacturer's recommendation prior to each use
- Do not share PPE
- Ensure used PPE and other trash is disposed of properly

- Utilize disposable gloves where appropriate and instruct workers to wash hands after removing gloves
- Disinfect reusable supplies and equipment
- Don't stack trades, if possible
- Stagger work schedules to minimize the number of people on a job site at any one time.
- Keep one contractor or subcontractor in an area at a time. Indicate an area is occupied with workers with a sign or flag indicating which contractor or subcontractor is in the area at that time. Remove the sign or flag after completion of work in that area to let others know they may then enter into that area to perform their work. The next contractor or subcontractor will then post their sign or flag to notify others that the area is occupied.
- Minimize the number of workers in an area as much as possible by using indicators of an occupied area (signs or flags) scheduling work activities to stagger those required to be in any one time to a minimal number of workers.
- Minimize entryways into a work area so that employees will be able to observe flagging practices described above. Do not reduce the number of emergency exits.
- Avoid cleaning techniques, such as pressurized air or water sprays that may result in generation of bioaerosols

The Campus may request an updated written safety plan for the site to address practices to help prevent exposure and spread of COVID-19 at the jobsite pursuant to New York State, OSHA recommendations and Centers for Disease Control requirements, which include:

- Assessment of potential worker exposure hazards, taking into account the specific recommendations and controls for the four levels of worker exposure risk identified in OSHA's Guidance on Preparing Workplaces for COVID-19 (i.e., very high, high, medium, and lower)
- Evaluation of exposure to risk;
- Selecting, implementing, and ensuring the use of controls (i.e., social distancing appropriate personal protective equipment, hygiene, and cleaning supplies);
- Minimizing the number of workers in an area as much as possible by using indicators of an occupied area (signs or flags) and scheduling work activities to stagger those required to be in any one area to a minimal number of workers.
- Minimize entryways into a work area so that employees will be able to observe flagging practices described above. Do not reduce number of emergency exits; and
- Additional criteria consistent with health and safety practices at the work site.

Project Closure:

- Where work is suspended on a project, contractors are directed to follow any additional project shut-down protocols as provided by the campus.

For additional resources:

OSHA COVID-19 Resources

OSHA Guidance on Preparing Workplaces for COVID-19

DOL COVID-19 Resources

Interim Guidance for Business and Employers

Centers for Disease Control -- <https://www.cdc.gov/coronavirus/2019-ncov/index.html>

Name of Contractor: _____

Signature: _____

Date: _____

**EXHIBIT G: INTERIM GUIDANCE LETTER TO
CONTRACTORS**

(date)

Project No.
Contract No.
Project Title
Campus

(Contractor address)

Subject: REQUIRED NYS DOH GUIDANCE – COVID-19

Attachment:

1. Interim Guidance for Construction Activities During the COVID-19 Public Health Emergency
2. NYS DOH Safety Plan Template

Dear Contractor,

Please be advised the NYS Department of Health (NYS DOH) issued an “Interim Guidance for Construction Activities During the COVID-19 Public Health Emergency” (Guidance) on May 13th, 2020, which sets forth the minimum requirements applying to all construction entities to help protect against the spread of COVID-19. The Guidance requires all such entities to acknowledge and affirm compliance with the Guidance (Business Affirmation). It also mandates employers to continuously check for updates to the Guidance and take such actions to comply with the updated Guidance. The Guidance supersedes any best practices document previously provided by the State University of New York (“University”).

Once your company has reviewed the Guidance, the Business Affirmation can be submitted online at the following website: <https://forward.ny.gov/>. Under Phase 1 Construction click “Read and Affirm Detailed Guidelines”. The attached documents are both available online at the website provided.

Also attached is a NYS DOH Safety Plan Template. Each construction entity employer is required to develop, implement and post a COVID-19 safety plan pursuant to the Guidance. Additionally, the Guidance requires the designation of a safety monitor to implement COVID-19 safety obligations for your company.

The University requires an authorized representative of your company sign and return a copy of this document to the undersigned affirming compliance with the Guidance requirements.

Regards,

Insert Name
Insert Title

Cc: Insert appropriate campus representatives (Business Officer, Project Manager, Other)
Cc: Insert

Contractor Name
Contractor Address

The undersigned authorized representative of _____ hereby affirms that it has submitted the necessary Business Affirmation to NYS; has updated its safety plan to meet the COVID-19 minimum requirements of the Guidance; will check on a regular basis for updates to the Guidance; and will provide the University with the name of its COVID-19 safety monitor and other information requested by the University.

Signature: _____

Print Name and Title: _____

Date: _____

EXHIBIT H. FIT NO DAMAGES FOR DELAY
CLAUSE

TO: **CONTRACTOR'S NAME**

FROM: Fashion Institute of Technology

Project Name: **[REDACTED]**

Date: **[REDACTED]**

Subject: No Damages for Delay Acknowledgment

In the event the Contractor's performance under this agreement is delayed or interfered with arising out of or connected to the COVID19 pandemic, including but not limited to worker availability, government-mandated suspension of work or any other emergency action associated with protecting the health and safety of the workforce, which leads to a site closure, delay or suspension of the work, Contractor or any subcontractors hereby acknowledge their only remedy under this agreement is to request an extension of time for the performance of the unfinished work as herein provided; under no circumstances will Contractor or any subcontractors or vendors be entitled to any increase in the subcontract price or additional compensation for any alleged costs, expenses or damages as a consequence of such delays or interference, including but not limited to: i) General Condition Costs (e.g.: site clean-up, home and field office expenses, telecommunications equipment or use , and/or supervisory costs including but not limited to Project Manager, Project Engineer, Superintendent and Foremen, etc.), ii) escalation (increases in material costs, transportation charges or any alleged wage or salary increases) or iii) any alleged inefficiencies or loss of productivity. NOTE: The above examples are not intended to be an exhaustive list of all the alleged costs, expenses or damages excluded by this clause. It is offered only as an example of some costs within each category.

Owner shall review the Contractors request for delay and, if acceptable, shall extend the time of performance by Change Order for such reasonable time as the Owner, in its sole discretion, may determine.

By signing below, Contractor acknowledges receipt and acceptance of the terms and conditions herein

FASHION INSTITUTE OF TECNNOLOGY

CONTRACTOR'S NAME

By: _____

By: _____

Title: _____

Title: _____