

FASHION INSTITUTE OF TECHNOLOGY
STUDENT HOUSING CORPORATION
COED RESIDENCE HALL BATHROOM
RENOVATIONS FLOORS 9-10
INVITATION FOR BID NUMBER C1543

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SECTION I:
NOTICE TO BIDDERS

SECTION I: NOTICE TO BIDDERS

FASHION INSTITUTE OF TECHNOLOGY

STUDENT HOUSING CORPORATION

**BIDDING SPECIFICATIONS FOR
COED RESIDENCE HALL BATHROOM
RENOVATIONS FLOORS 9-10
INVITATION FOR BID NUMBER C1543**

For the purposes of this project (the “Project”) the Fashion Institute of Technology and its auxiliary dormitory organization, the F.I.T. Student Housing Corporation, shall hereinafter be collectively referred to as “FIT” unless otherwise distinguished herein. Neither the Fashion Institute of Technology nor F.I.T. Student Housing Corporation will be responsible for receipt of any Bid which does not comply with the instructions as set forth further in this document.

FIT is **ONLY** accepting electronic scanned bids for the subject project. You must email your bid to purchasingbids@fitnyc.edu in PDF format and it should include all the requested documents (See Attachment A – Bid Checklist) including a scanned image of your bid security (Certified Check of 2 percent or Bid Bond of 10 percent of your total bid price), we’ll also need you to mail us the original copy of the bid security to have on file. Bids must be received by **April 20, 2022, on or before 12:00 P.M.** All bidders will be notified of the bid results within the hour. Bid results are not official until each package has been fully reviewed.

ATTACHMENT A - BID CHECKLIST

FASHION INSTITUTE OF TECHNOLOGY

STUDENT HOUSING CORPORATION COED RESIDENCE HALL BATHROOM RENOVATIONS FLOORS 9-10 INVITATION FOR BID NUMBER C1543

Bidder shall meet the following requirements and submit necessary information with the Bid. Failure to comply with these requirements shall be grounds for rejection of your Bid.

- Did you attend the **mandatory** site inspection?
- Did you include all required documentation? (As per Bidder Requirements – i.e. proof of being in business, permits, licenses, certifications, etc.)
- Did you include the Form of Bid? (See Section VIII.)
- Did you include the Non-Collusive Bidding Certification? (See Section IX.)
- Did you complete in full the Bid Analysis Form, (See Attachment C)
- Did you sign for each Addendum to this project, if any were published? (It is the contractor's responsibility to check FIT's "Current Bid Opportunities" webpage for addendums prior to submitting their bid.)
<http://www.fitnyc.edu/purchasing/current-bids.php>
- Did you complete the Contractor Reference Sheet? **Do not list FIT as your projects of similar size and scope.** (See Attachment B)
- Can you provide the required levels of insurance coverage? See: General Conditions – Article 15
- Did you include the Bid Security?
- Can the bidder provide references to at least three (3) different prior contracts that have been completed within the past five (5) years that are similar in size and scope to the project indicated for this Contract?
- Did you provide proof of years in business/date of incorporation?
- Sub-contracting percentage shall **not exceed 35%** of the project cost.
- Did you include an audited or reviewed financial report for the last two (2) years with your bid?
- You have read and agree to comply and sign Exhibits E, F, G, and H upon award of contract. In addition to the foregoing requirements you are responsible for compliance with any additional safety directives that may be forthcoming by Executive Order or other authorized Federal, State, or local authority, between the date of issuance of this addendum the date of award.

ATTACHMENT B - CONTRACTOR REFERENCE SHEET
FASHION INSTITUTE OF TECHNOLOGY
STUDENT HOUSING CORPORATION
COED RESIDENCE HALL BATHROOM RENOVATIONS FLOORS 9-10
INVITATION FOR BID NUMBER C1543

FIT requests a minimum of three references for **completed** projects of similar size and scope. Please complete the following information for each reference: **(Do not list FIT as your projects of similar size and scope.)**

Contact Name/Title: _____
Company Name/Address: _____
Phone Number: _____
Project Name: _____
Project Cost: _____
Project Start/End Date: _____

For FIT Use Only – Reference Responses

Quality of Work: _____ Site Maintenance: _____
Scheduling: _____ Cooperation: _____ Safety Standards: _____
Permits: _____ Report Submittals: _____ Payments: _____
Other Relevant Factors: _____
Overall Performance Rating: Excellent ___ Satisfactory ___ Marginal ___ Unsatisfactory ___

Contact Name/Title: _____
Company Name/Address: _____
Phone Number: _____
Project Name: _____
Project Cost: _____
Project Start/End Date: _____

For FIT Use Only – Reference Responses

Quality of Work: _____ Site Maintenance: _____
Scheduling: _____ Cooperation: _____ Safety Standards: _____
Permits: _____ Report Submittals: _____ Payments: _____
Other Relevant Factors: _____
Overall Performance Rating: Excellent ___ Satisfactory ___ Marginal ___ Unsatisfactory ___

Contact Name/Title: _____
Company Name/Address: _____
Phone Number: _____
Project Name: _____
Project Cost: _____
Project Start/End Date: _____

For FIT Use Only – Reference Responses

Quality of Work: _____ Site Maintenance: _____
Scheduling: _____ Cooperation: _____ Safety Standards: _____
Permits: _____ Report Submittals: _____ Payments: _____
Other Relevant Factors: _____
Overall Performance Rating: Excellent ___ Satisfactory ___ Marginal ___ Unsatisfactory ___

FIT

Interviewer: _____ Signature: _____ Date: _____

SECTION II:
BID TERMS AND CONDITIONS

SECTION II. BID TERMS AND CONDITIONS

SPECIFICATIONS FOR FASHION INSTITUTE OF TECHNOLOGY STUDENT HOUSING CORPORATION COED RESIDENCE HALL BATHROOM RENOVATIONS FLOORS 9-10 INVITATION FOR BID NUMBER C1543

I. INTRODUCTION

The Fashion Institute of Technology, a community college of art and design, business and technology of the State University of New York, currently has an enrollment of approximately 10,000 full and part-time students. Located in the Chelsea area of Manhattan, FIT's facilities are composed of a twelve building complex containing administrative/academic offices, classrooms, computer labs, and studios. There are three (3) residence halls located on West 27th Street that currently house approximately 1,250 students and one (1) residence hall located at 406 West 31st Street that houses approximately 1,100 students. F.I.T. Student Housing Corporation is a separate, not-for-profit corporation that was established pursuant to the laws of the State of New York to own and operate these residence halls for the benefit of the College and its students. For purposes of this project all references to FIT shall be recognized to refer to the Fashion Institute of Technology (hereafter, "FIT" or the "College") and the F.I.T. Student Housing Corporation together, unless specifically designated otherwise. The successful responsive and responsible bidder (hereinafter "Contractor") shall be required to enter into a contract with FIT based on the Contract Documents, (including Notice to Bidders, Bid Terms and Conditions, Contract Terms and Conditions, General Requirements, General Conditions, Labor & Material Payment Bond, Performance Bond, Form of Bid, Non-Collusive Bidding Certification, Substitution Form Request, Contract, Affirmative Action Form, Change Order, Form, Contractor's Trade Payment Breakdown, Safety EHS Plan, Prevailing Wage Schedule, Specifications, and Drawings), attached hereto and incorporated herein.

II. SUMMARY OF SCOPE OF WORK

The Work of the Project is defined by the immediately following Project Description herein below and by the Contract Documents.

Project Description: The scope of this project includes complete gut renovation of the community restrooms of the CoEd Residence Hall on floors 9 and 10 with the exception of the new fan coil units and the windows.

1. All partitions are to be demolished and replaced with new.
2. New fixtures and trim.
3. New tiled showers with benches and new shower curtain rods and partition doors
4. New tiled walls
5. New epoxy floors
6. New mirrors

7. New countertops
8. New ventilation
9. New lighting
10. New accessories
11. New paint
12. New plumbing fixtures
13. New sprinkler pipes and heads
14. New exhaust duct work
15. New electrical outlets and switches

See drawings and specifications for complete renovation.

Contractor to provide all equipment and materials required to complete this project and ensure that all alternations and repairs are performed by qualified workmen. Contractor to maintain egress at all times for building users.

III. **BIDDER REQUIREMENTS**

Bidder shall meet the following requirements and submit necessary information with the Bid. Failure to comply with these requirements shall be grounds for rejection of your Bid. FIT reserves the right to reject bids with incomplete information or bid security, or contain conditions not specified in the Bid Terms and Condition herein, or which are presented on a different form other than that provided to bidders. FIT reserves the right to determine whether a Bidder has substantially met all the Bid requirements and to ask for additional information prior to making such a determination.

- A. **Bidder shall have been in the business of Renovation Work similar to the scope and nature of this project for a minimum of five (5) years as of the Bid Opening Date. Proof shall be submitted with the Bid.**
- B. Bidder shall have satisfactorily performed work of the size, scope and nature to be performed under this Contract, as evidenced by **references from at least three (3) different successfully completed contracts in an installation similar to those indicated for this Contract in the past five (5) years.** Bidder shall include for each reference: project location, dollar value of contract; initiation and completion date, name, title, address and telephone number of contact person. References cannot be members of FIT staff or FIT consultants.
- C. **Bidder shall attend the mandatory pre-bid meeting and site inspection. Failure to comply with this requirement shall be grounds for rejection of the Bid.**
- D. Bidder is responsible for all necessary field measurements, all necessary data on the existing conditions and verification of all quantities and dimensions listed in the Project Specifications and Drawings, if applicable.
- E. By submitting a Bid, Bidder agrees that s/he has examined the Contract Documents, visited the site, noted all conditions and limitations affecting the Work, and fully

understands the nature of the Work. Bidder is required to inform FIT in writing immediately of any instance where changed conditions are encountered.

- F. Bidder shall submit documentation of financial viability, including balance sheets and profit and loss statement for the prior two (2) years, with the Bid.
- G. Bidder, upon request, shall submit copies of current licenses and certifications applicable to the work, including, but not limited to, licenses issued by the Commissioner of Buildings of the City of New York. Proof of the following certificates will also be required: 10 Hour OSHA Outreach Training Program; Asbestos Awareness Training, FDNY Certificate of Fitness, with the Bid.

IV. **APPROVAL OF SUBCONTRACTORS**

Subcontracting shall be permitted **not to exceed 35%** of the work of the Project as determined by FIT. The ratio of the contractors and subcontractors work must be included with your bid submission. All subcontractors are required to gain prior written approval by FIT's Facilities Director. The General Contractor will be the Prime Contractor (hereinafter "Contractor) and shall be permitted to Subcontract the following types of Services:

- Services to develop, amend and/or upgrade EHS Plan
- Electrical Contractor, Plumbing Contractor, Mason Contractor

The Contractor will require that the terms of this Contract apply to the sub-contractors and shall cause all sub-contractors to comply with the terms of this contract.

V. **BID SECURITY**

Failure to provide Bid Security in the prescribed manner shall result in the rejection of the Bid.

Bidder shall provide Bid Security in the form of either a bid deposit or a bid bond, at Bidders option. The bid deposit shall be in the form of a certified check made payable to "Fashion Institute of Technology" in an amount no less than two percent (2%) of the total bid price. The bid bond shall be in an amount no less than ten percent (10%) of the total bid price.

VI. **PRE-BID SITE INSPECTION AND QUESTIONS**

A **mandatory** Pre-Bid Site Inspection for prospective Bidders will be held on **April 5, 2022 at 10:00 A.M.** at the Fashion Institute of Technology, Feldman Building "C Building" Lobby, located at 27th Street (between 7th and 8th Avenues). **Failure to attend shall be grounds for rejection of your Bid. All attendees must wear a mask while at the site inspection. Please also bring a business card.**

Bidder shall examine the Bid documents carefully. Before bidding, Bidder shall make any requests for interpretation of Bid documents or clarification of any ambiguity therein that should have been detected by a reasonably prudent Bidder. Questions shall be submitted in writing to the attention of Purchasing Department via email: purchasingbids@fitnyc.edu, no later than **April 13, 2022 on or before 3:00 P.M.** Answers shall be provided in the form of and Addendum and be posted on the FIT purchasing department website. Reference Bid number **C1543**.

VII. BID DESIGNATION

- A. FIT is **ONLY** accepting electronic scanned bids for the subject project. You must email your bid to purchasingbids@fitnyc.edu in PDF format and it should include all the requested documents (See Attachment A – Bid Checklist) including a scanned image of your bid security (Certified Check of 2 percent or Bid Bond of 10 percent of your total bid price), we'll also need you to mail us the original copy of the bid security to have on file. Bids must be received by **April 20, 2022, on or before 12:00 P.M.** All bidders will be notified of the bid results within the hour. Bid results are not official until each package has been fully reviewed.
- B. Bids received late will not be considered.

VIII. PREPARATION OF THE BIDS

- A. Bids must be submitted on the forms supplied by FIT in the Bidder's full legal name or the Bidder's full legal name plus a registered assumed name. All blank spaces for bid prices must be filled in, using both words and figures, words to take precedence over figures. **Conditional bids shall not be accepted.** Bids shall not contain any recapitulation of the Work to be done. Bidder exclusions shall be grounds for bid rejection. Do not modify the bid forms supplied by FIT
- B. Bids that are illegible or that contain omission, alterations, additions or items not called for in the bidding documents may be rejected as not responsive. Any bid which modifies, limits, or restricts all or any part of such bid, other than as expressly provided for in the Notice to Bidders, Bid Terms and Conditions, and Contract Terms and Conditions, may be rejected as not responsive.
- C. FIT may reject any bid not prepared and submitted in accordance with the provisions of the Notice to Bidders, Bid Terms and Conditions, and Contract Terms and Conditions. Neither FIT nor the FIT Student Housing Corporation will be responsible for receipt of any Bid which does not comply with these instructions. Only those Bids emailed to the FIT Purchasing Dept. inbox (purchasingbids@fitnyc.edu) on or before **April 20, 2022, on or before 12:00 PM** will be considered.
- D. Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof and any bid received after such time and date shall not be considered.
- E. No Bidder may withdraw a bid within ninety (90) days after the actual date of the

opening thereof.

IX. AWARD OF CONTRACT

- A. The award of the Contract shall be made to the Bidder submitting the lowest responsible bid if, in the opinion of FIT, the bid is responsive to the bid solicitation, and such Bidder is responsible and qualified to perform the work involved in the sole discretion of FIT. The lowest bidder will be considered the contractor with the lowest bid for the base bid. In case FIT will decide to include the 'alternate' in the scope of work, the lowest bidder will be considered the contractor with the lowest total of the base bid plus the alternate bid.
- B. FIT reserves the right to reject any bid or all bids, to waive any informalities or irregularities or omissions in any bid received.
- C. During the term of the Contract, the Contractor shall promptly notify FIT of any change in the ownership of the Contractor. Failure to notify FIT may result in termination of the Contract.
- D. FIT reserves the right, exercisable in its sole discretion, to cancel and withdraw from the Project at any time in advance of the award.
- E. Prior to the opening of the bids, Bidder shall promptly notify FIT of Change in ownership of the Bidder. Failure to notify with this bid shall be grounds for rejection of the Bid.

X. DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

The successful Bidder, upon failure or refusal to execute and deliver the Contract and bond required within ten (10) days after such Bidder has received notice of the acceptance of such bid, shall forfeit to FIT as damages for such failure or refusal, the security deposited with the Bid or the sum of the difference between the total bid of the successful Bidder and the total bid of the Bidder submitting the next lowest bid, whichever sum shall be higher.

XI. PREVAILING WAGE

This contract is subject to New York State Labor Law 220, Article 8 Prevailing Wage Schedules. The Contractor shall submit with, each invoice, certified payrolls for all labor. Submission of a Certified Payroll with invoice in full compliance with labor laws is a condition of payment.

Contractor and its subcontractors shall pay at least the prevailing wage rate and pay or provided the prevailing supplements in accordance with the Labor Law.

A copy of the prevailing wage schedule, for New York County, can be found at the New York State Department of Labor website. (PRC# 2022002838)

www.labor.ny.gov

Bidder must also comply with all applicable federal, state, and local laws rules, regulations, requirements, and codes, including but not limited to, the statutes regulations, laws, rules and requirements specifically referenced in the documents annexed hereto.

XII. M/WBE AND SDVOB

FIT encourages minority and women business enterprise participation in this project by contractors, subcontractors and suppliers, and all bidders are expected to cooperate with that commitment. Also, bidders are encouraged to use Service-Disabled Veteran-Owned Businesses (SDVOB). A directory of New York State Certified Minority and Women's Business Enterprises is available from: Empire State Development Corporation, Minority and Women's Business Development Division at: <http://www.esd.ny.gov/mwbe.html> to assist potential bidders in locating sources of M/WBE subcontractors and reaching these goals. SDVOBs can be readily identified on the directory of certified businesses at: <https://online.ogs.ny.gov/SDVOB/search>."

XIII. MISCELLANEOUS

- A. FIT reserves the right to request clarifications from bidders for purposes of assuring a full understanding of responsiveness and further reserves the right to permit revisions from all bidders who might be, in FIT's sole discretion determined to be viable bidders for contract award, prior to the award.
- B. FIT reserves the right to reject separable portions of any offer, to negotiate terms and conditions consistent with the bid, and to make an award for any or all remaining portions.
- C. FIT reserves the right to eliminate mandatory requirements unmet by all bidders.
- D. Any additional vendor terms which are attached or referenced with a submission shall not be considered part of the bid or proposal, but shall be deemed included for informational purposes only.
- E. Unless otherwise specifically stated in the Bid Terms and Conditions, all specifications and requirements constitute minimum requirements. All bids must meet or exceed stated specifications and requirements.
- F. FIT reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the Bid and whose bid is considered to best serve FIT's interest. In determining the responsiveness and responsibility of the bidder, FIT may consider the following factors, including but not limited to: the ability, capacity, and skill of the bidder to perform as required; whether the bidder can perform promptly, or within the time specified without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the bidder; the quality of past performance by the bidder; the previous and existing compliance by the bidder with relevant laws and regulations;

the sufficiency of the bidder's financial resources; the availability, quality, and adaptability of the bidder's equipment, supplies and/or services to the required use; and the ability of the bidder to provide future maintenance, service, and parts.

XIV. EXECUTIVE ORDERS/COVID-19

Contractors and Subcontractor shall comply with Governor Cuomo's Executive Order 202 & 202.16, the COVID-19 Contractor Guidance for Construction Jobsites, FIT's No Damages for Delay Clause, and the Interim Guidance Letter for Contractors. In addition to the foregoing requirements, you are responsible for compliance with any additional safety directives that may be forthcoming by Executive Order between the date of issuance of this addendum the date of award.

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.

SECTION III:
CONTRACT TERMS AND CONDITIONS

SECTION III. CONTRACT TERMS AND CONDITIONS

I. COMPLIANCE REQUIREMENTS

All work hereunder, including but not limited to material and installations, shall be in compliance with the Contract Documents including both specifications and drawings, as well as all applicable state and local building codes (such as the New York City Building Code) and the rules, regulations of governmental agencies and utility companies having jurisdiction over the work.

The following additional notes shall be considered as part of the officially filed drawings:

NONE

THE WORK

Unless modified by the Contract Documents, the work of each section of the specifications shall include all labor, materials, testing, tools and equipment necessary and reasonably incidental to the complete renovation of the designated project area, including associated work on other floors or in adjacent spaces related to systems serving the project area.

WORKMANSHIP

All work shall be performed by persons skilled in the work. Work shall be installed true to dimension, plumb and level with neat, accurate cutting and fitting of all materials in accordance with recognized standards of workmanship.

ON-SITE VERIFICATION:

The Contractor shall verify all dimensions and site conditions prior to commencing the work. Dimensions may not be scaled from drawings. Should there be a discrepancy, Contractor is to notify FIT Facilities Director and Architect immediately for clarification.

COORDINATION OF THE WORK:

The Contractor shall be responsible for the coordination of the work and the means and methods of construction and provide FIT with the resume of Contractor's project manager ("Project Manager"). FIT's Facilities Director shall approve the Project Manager and reserves the right to request a replacement Project Manager upon reasonable notice.

WORK HOURS

Regular work hours are from **7:00am to 9:00pm** unless otherwise specified in the Contract Documents. Contractor will have reasonable access to the site in order to complete the work in the given time frame. Contractor shall comply with FIT's additional work rules related to such extended access. All labor costs required to meet this deadline are the sole responsibility of the Contractor and shall be included in the contract price. FIT reserves the right to put the work on hold on three (3) occasions during the course of construction for any length of time and for any reason.

PERFORMANCE AND PAYMENT BONDS

In addition to the insurance and bond requirements specified in the General Conditions, Performance and Payment Bonds shall be required for the Work of this Contract.

- A. Simultaneously with the delivery of the executed Contract, Contractor shall furnish to FIT and maintain, at its own cost and expense a Performance Bond in an amount at least equal to one hundred percent (100%) of the contract price as security for faithful performance of the Contract and also a Labor and Material Payment Bond in an amount at least equal to one hundred percent (100%) of the Contract price for the payment of all persons performing labor on the project under the contract or furnishing materials in connection with the Contract. The surety on such bonds shall be a surety company rated B+ or better by A.M. Best Company, shall be licensed to do business in the State of New York, and shall hold a certificate of authority as an acceptable surety on federal bonds or otherwise satisfactory to FIT.
- B. Attorneys-in-fact who sign said bonds on behalf of a surety must affix to each bond a certified and effectively dated copy of their power of appointment.

CONFLICTS, ERRORS AND OMISSIONS:

- 1. The Contract Documents and typical details apply throughout the work unless noted otherwise.
- 2. In the event that certain features of the work are not fully shown on the drawings, Contractor must obtain clarification from the FIT Facilities Director and Architect through the use of an AIA Standard RFI form (copies can be obtained from the Architect) before proceeding with the work.
- 3. In the event of conflicts with the drawings and/or specifications, the Contractor must promptly notify the FIT Facilities Director and Architect. The Architect will determine which shall govern.

MANUFACTURER'S PRODUCTS AND FABRICATIONS:

- 1. All manufacturers and fabricators printed warnings for handling of their products must be strictly observed.
- 2. All products and materials must be provided and installed in strict accordance with the requirements and recommendations of the manufacturer. In the event of conflict between the drawings or the specifications and the manufacturer's requirements and recommendations, Contractor must notify FIT Facilities Director and Architect to obtain clarification before proceeding with the work.
- 3. Contractor must verify all materials and manufactured items to be in conformance with applicable codes and regulations.

DELIVERY AND STORAGE OF MATERIALS:

1. All materials shall be new and delivered to the site in original, unbroken containers.
2. All materials shall be inspected by the Contractor at time of delivery and Contractor shall reject material evidencing damage or other defects.
3. Contractor shall provide secure and environmentally compatible storage facilities for all materials in accordance with the recommendations of the manufacturer.

PROJECT SCHEDULE

1. Contractor shall attend a Project Initiation Conference, prior to the commencement of work at the site. Attending this Conference on behalf of the Contractor shall be an officer of the Contractor and the Project Manager assigned to the project. He/she shall also present all submittals required by the Contract Documents, such as Insurance Certificates, product tear sheets (not at the initial conference), copy of the General Liability insurance policy (amended to reflect required additional insureds), etc. Project access, storage locations, required crew size and other relevant issues shall also be addressed at this Conference.
2. Contractor shall be required to commence work of the **CoEd Residence Hall Bathroom Renovation Floors 9-10 Project** within five (5) working days of receipt of a Notice to Proceed from FIT. The shop drawings process and ordering need to proceed first. Work shall commence on or about **May 25, 2022. The project shall be Substantially Completed no later than August 19, 2022.** Contractor must be demobilized and leave the job site on the ending date of work period. Only close-out, administrative tasks may continue beyond the closing date. Unless otherwise specified, the work is to be performed solely between the hours of **7:00 A.M. to 9:00 P.M.**, Monday through Friday, legal and union holidays excluded. All labor costs encountered to meet this deadline are the sole responsibility of the Contractor and shall be included in the Bid Price. FIT reserves the right, at no financial liability associated with the same, to put the Project work on hold on as many as three (3) separate occasions during the course of the Project for any length of time and for any reason.
3. On Monday of each week during the construction period, the Contractor shall email to FIT's Facility Director (or such other individual as FIT may designate at its sole discretion) a written report outlining the work completed during the preceding week and the work planned for the upcoming week. Included will be any unforeseen or anticipated problems regarding implementation of the work, in addition to Change Order requests, submission data, etc. Daily reports **MUST** be submitted to the CM and or the Facilities Department Designee.
4. Job meetings will be held at the site on dates to be determined by Architect and FIT. These meetings shall be attended by an officer of the Contractor, the Project Manager, FIT's representative, and the Architect. The purpose of these meetings will be to review the status of the project, discuss any potential changes to the project scope, and resolve any problems relating to successful completion of the work.

5. Owner's meetings will be held weekly via zoom and in person when needed. The dates to be determined by the Architect and FIT. These meetings shall be attended by the Contractors Project Manager, FIT, and the Architect. The purpose of these meetings is to keep the Owners informed of the process and to discuss any issues relating to the successful completion of the work.

PAYMENT

In accordance with, and in addition to, the payment requirements of the Contract Documents, the Contractor shall provide sufficient and appropriate documentation for all invoices to FIT including submittal of invoices for actual cost of materials, labor rates, and certified payrolls. Filing of such payrolls shall comply with the New York State Labor Law and is a condition precedent to payment. FIT reserves the right to request additional information and/or documentation at any time.

Contractor is required to submit Monthly Contractor's Compliance Form (as attached in Section XII. Affirmative Action Form) with each Payment Requisition.

Contractor is required to submit a Certificate of Monthly Payment/Lien Waiver signed by each Sub-contractor with each Payment Requisition.

Contractor is required to submit Waste Management Form with each Payment Requisition.

LABOR HARMONY

- A. Contractor is advised that he/she must maintain labor harmony throughout the duration of the Contract. All labor disputes, slowdowns, strikes and/or sympathy actions will be the sole responsibility of the Contractor to resolve in order to maintain harmony.
- B. All costs, delays and scheduling impacts associated with any labor dispute that arises from such action or inaction will be borne by the Contractor.
- C. Contractor will also be responsible for all costs, damages and scheduling impacts which affect and disrupt any other workers on site as well as FIT employees.
- D. It will be the Contractor's responsibility to resolve all labor disputes immediately.

Contractor is further advised that FIT has a large union presence on the campus. All work performed by the Contractor must provide the required labor harmony to perform work without labor incident or dispute which can delay, obstruct or effect the work and project schedule, or interfere with FIT's ability to operate.

II. GENERAL NOTES:

In accordance with, and in addition to, the requirements of the Contract Documents:

1. All work listed on the construction notes and shown or implied on all drawings shall be supplied and installed by the Contractor unless otherwise noted on drawings and/or in specifications.
2. Contractor to determine coordination of trades.
3. Contractor shall verify all dimensions and conditions shown on drawings and shall notify FIT Facilities Director and Architect of any discrepancies, omissions, and/or conflicts before proceeding with the work.
4. Contractor must comply with the rules and regulations of agencies having jurisdiction and shall conform to all construction and safety codes, statutes and ordinances. All fees, taxes, permits and applications to be obtained through governmental agencies shall be the responsibility of the Contractor.
5. Contractor shall comply with the rules and regulations of the building as to hours of availability of loading docks and elevators for the purposes of delivery, waste removal and other needs related to the work. Coordination with FIT Facilities Department is required for the handling materials, movement in and out of building, equipment and debris to avoid conflict and interference with normal building operations.
6. All drawings and construction notes are complementary and what is called for by any will be binding as if called for by all.
7. Contractor shall maintain a current and complete set of construction documents on the construction site during all phases of construction.
8. Do not scale drawings; dimensions shown govern. Larger scale drawings shall govern over smaller scale.
9. Contractor shall maintain a current and complete set of shop drawings on the construction site
10. Contractor shall maintain a current and complete RFI (Request for Information) log on the construction site.
11. Contractor shall submit for approval, prior to commencing work, a list of all sub-contractors to FIT's Facilities Director, with the name, address and phone number of the principal contact of each sub-contractor. In addition, he will file with the owner the emergency numbers available for 24-hour contact.
12. All work shall be performed by skilled and qualified workmen in accordance with the best practices of the trades involved and in compliance with building regulations and/or governmental laws, statutes or ordinances.
13. All materials shall be new, unused and of professional quality, unless otherwise noted, installed as per manufacturer's recommendations and instructions.

14. For purposes of the Specifications and Drawings sections in the Contract, the use of the words "Supplied By" or "Provided" in connection with any item specified is intended to mean that such item shall be furnished, installed and connected where so required.
15. All approvals of submittals shall be for design intent only. Contractor shall be responsible for quantities, dimensions and compliance with Contract Documents and for information pertaining to fabrication processes or techniques of first class construction and for coordination with other trades.
16. All work shall be erected and installed plumb, level, square, true and in proper alignment.
17. Contractor shall be responsible for cutting, patching and restoration required for this work.
18. If, during the course of construction, Contractor believes materials that might contain asbestos may be disturbed during performance of the work, Contractor shall immediately notify FIT of the area(s) of concern and stop work if that area would be disturbed by the continuing work.
19. All correspondence to FIT shall be directed to the attention of the FIT Facilities Director with a copy of the same forwarded to the Architect.
20. Contractor shall at all times keep the premises free of accumulation of waste materials and rubbish; premises to be broom swept clean daily. At the completion of the work, Contractor shall leave the job site free of construction debris and materials, and "broom clean" including thorough cleaning of toilets, bathrooms, electrical closets, stairwells, and all areas of work or staging, etc.
21. Contractor shall provide all necessary protection against dirt and damage within the premises, as well as public areas, and shall be responsible for keeping these areas clean and free of materials at all times.
22. Contractor shall verify location of existing utilities and coordinate with location shown on drawings.
23. During construction, security and fire exit doors must remain unobstructed at all times.
24. Contractor shall take every precaution to properly protect all existing construction to remain. Contractor shall be responsible for all damaged areas to be returned to original condition.
25. Contractor shall schedule construction, in such a manner so as not to disturb areas outside of the area under construction during normal operating hours. The Contractor shall coordinate with FIT Facilities Director minimum of 24 hours prior to any disruption of services to those areas not under construction even if such a disruption occurs during or after normal operating hours.

26. Contractor shall staff the project with a Project Manager with at least 5 years' experienced in this type of project scope, with similar complexity and schedule requirements.
27. The acceptance of shop drawings containing deviations not specifically brought to the attention of FIT, or containing errors or omissions of any sort, shall not relieve Contractor of the responsibility for executing the Work in accordance with the Contract Documents and Contract Terms and Condition.

III. DEMOLITION NOTES

In accordance with, and in addition to, the requirements of the Contract Documents. It shall be Contractor's responsibility to perform the following:

1. Prior to commencement of selective removals and demolition work, inspect the areas in which the work will be performed.
2. Any asbestos contaminated material will be removed by FIT's certified asbestos abatement contractor prior to the work of this contract.
3. **Mold on backside of sheetrock in chase to be removed by FIT on-call abatement contractor.**
4. Provide temporary barricades and other forms of protection required to protect all FIT personnel, inclusive of its faculty, staff and students as well as the general public from injury due to selective removals and demolition work.
5. Remove and dispose of exposed bolts, supports, brackets, cleats, grounds, and other items, that are no longer required for the purpose for which they were originally installed.
6. Where existing work is required to be removed and replaced but found to be defective in any way, it shall be reported to the FIT Facilities Director and Architect before it is disturbed.
7. All existing work damaged or lost as a result of performing the required new work, shall be patched, repaired or replaced with new, and finished to match the existing work, or as the individual case requires at the Contractor's expense.
8. Perform cutting, drilling and removals in a manner which will prevent damage to construction which is to remain.
9. Promptly repair any and all damages to all property and finishes caused by the removals and demolition work; to FIT's satisfaction and at no extra cost to FIT.

10. Cut, patch, paint and finish existing walls, ceiling and/or floor disturbed to match existing.
11. Perform patching around items penetrating existing construction in a manner that will maintain the water and fire resistive capability of existing construction. Should either of these be compromised, it is the responsibility of the Contractor to repair prior to completion.
12. Remove debris, rubbish and other materials resulting from the removals and demolitions from the building immediately; transport and legally dispose of materials off-site. Disposal method shall be in accordance with city, state and federal statues regulations, and ordinances.
13. Work of this section shall conform to all requirements of the New York City Building Code and all applicable regulations and guidelines of all governmental authorities having jurisdiction, including, but not limited to, Safety, Health and Anti-Pollution regulations.
14. Work is to conform to OSHA requirements.

IV. ADDITIONAL CONTRACTOR'S RESPONSIBILITIES

In accordance with, and in addition to, the requirements of the Contract Documents:

1. Contractor shall coordinate all work with FIT Facilities Department and Director.
2. Contractor to provide daily crew manpower log/count to FIT.
3. Contractor shall perform work in a neat workmanlike manner in accordance with accepted industry standards.
4. FIT Facilities Department shall notify Contractor before commencing work which floors are accessible by Contractor.
5. Contractor shall mask all signs, window frames, door frames, etc. when painting around them.
6. Contractor shall use Benjamin Moore, Regal Paint, or approved equal.
7. Employee Identification and Building Access: All Managers and their crew must wear at all times company identification. All Managers and their crew must sign in and out, upon entering and leaving the facility, at the FIT front security desk.
8. After Bid opening, FIT will evaluate and review submissions and notify the lowest Bidder, who is deemed most responsive and responsible. Within five (5) business days of such written notification, such Bidder shall submit the following information. Failure to comply with these requirements in whole or part shall constitute grounds for rejection of the Bid. FIT reserves the right to

determine whether a Bidder has substantially met these requirements and to ask for additional information. Documentation of the following:

- a. Health and safety training program and procedures for employees and on-site EHS Coordinator.
 - b. Copies of current licenses and certifications applicable to the Work, including but not limited to licenses issued by the Fire Department of New York, Department of Buildings of the City of New York, must be provided to FIT Facilities.
9. Contractor shall complete the attached Outline for Preparing Work-Specific Environment, Health and Safety Plan (“EHS Plan”) which will be reviewed and approved by FIT’s EHS Compliance Director prior to commencement of work. Contractor shall include the costs of completing the EHS Plan in the Bid price. Proof of the 10 Hour OSHA Outreach Training Program for Construction certificate will be required.
 10. Contractor shall provide as described in the FIT Safety EHS Plan, legible copies of SDS sheets and estimates of anticipated amounts of chemicals Contractor intends to store on site to the FIT’s Director of EHS Compliance for review and approval at least ten (10) days before Contractor allows on-site storage.
 11. Contractor shall ensure that legible copies of all SDS are available at the location of chemical storage and available for review at all times. Contractor shall take all necessary precautions necessary to prevent vapors, fumes, or dust from leaving the work area. This includes but is not limited to the construction of negatively ventilated containments as controls.
 12. Contractor shall provide as described in the FIT Safety EHS Plan a written statement of the types of project waste disposed, including the amounts and the name of the waste disposal facility for each type of waste disposed. Contractor shall provide the statement with each Payment Application. Contractor shall provide a separate copy of the statement to FIT’s Director of EHS Compliance.
 13. Contractor may not store Hazardous Waste on site at any time. Contractor may not generate or accumulate Hazardous Waste on site without the written approval of FIT’s Director of EHS Compliance. Contractor shall obtain FIT’s Director of EHS Compliance approval at least ten (10) days before the Contractor generates or accumulates Hazardous Waste on site beginning with demolition work.
 14. Off-site shipments of Universal or Hazardous Waste. The Contractor may not allow the off-site removal of Universal or Hazardous Waste without the written approval of the FIT Director of EHS Compliance. Contractor will ensure that the FIT Director of EHS Compliance alone signs any shipping

papers for the off-site removal of Universal or Hazardous Waste.

15. Contractor's personnel must report daily to the FIT Security area in the Lobby of the Feldman Center before entering FIT's site. All Contractor's personnel must obtain temporary FIT identification that shall be displayed at all times while on the FIT site. While on FIT property, all Contractor's personnel shall be subject to all FIT campus policies and procedures, including, but not limited to, prohibitions related to tobacco, drug, and alcohol use, and policies and procedures regarding appropriate and civil conduct. Contractor's personnel shall not fraternize with FIT students and employees beyond what is necessary to complete their work or any assigned Projects. FIT policies may be found at <https://www.fitnyc.edu/policies/>. FIT reserves the right, in its sole determination, to eject from the campus, any Contractor personnel violating such policies, in addition to any other rights and remedies.

V. **PERMITS**

Contractor shall be responsible for obtaining all required Permits and paying all costs and fees associated therewith. New York City Department of Buildings (DOB) Work Permit will be required for this project. Contractor will also be required to perform the following functions as it relates to this project:

- A. Contractor shall submit to FIT and Architect/Engineer appropriate Workman's Compensation and New York State Disability insurance certificates for use in securing the required Work Permits to be posted at the site. The Contractor shall provide FIT's Facility Director with the appropriate insurance tracking numbers assigned to their firm by the NYC Department of Buildings.
- B. The Contractor shall submit to FIT and Architect/Engineer a copy of all Licenses as issued by the NYC Department of Buildings.
- C. Permits for the work shall be posted by the Contractor in a conspicuous location at the site at all times. No work shall begin until the necessary DOB work permits have been obtained by the Contractor.
- D. The Contractor shall be responsible for obtaining any other governmental permits and approvals required to undertake the work, and shall pay any and all fees associated therewith, including but not limited to fees to the MTA for setting up a crane.

VI. **PROJECT MANAGER**

1. The Contractor shall provide the services of an experienced Project Manager, who shall be in continual responsible charge of the work and shall have a valid Certificate of Fitness by the New York City Department of Buildings.

2. The Project Manager shall be on site at all times, shall speak fluent English, shall maintain on the site a complete set of these specifications (including any addenda and/or change orders, as well as all project drawings and all applicable manufacturers' instruction sheets), and shall have full authorization to make all field changes as directed by FIT's Facility Director and Architect.
3. The Project Manager shall be required to maintain a daily log at the site indicating the following:
 - the date
 - the number of workers at the site on said date
 - the specific portions and locations of the Work completed on said date
4. The Project Manager (or another authorized representative of the Contractor) shall telephone FIT's Facility Director at least once daily throughout the construction period, to report on the day's activities and the work planned for the following day.
5. The name of the Project Manager shall be submitted to FIT's Facility Director prior to initiation of the project. This Manager shall remain in charge of the project for its entire length, at FIT's discretion, unless said Manager no longer remains in the employ of the Contractor. In such case, a capable and experienced replacement shall be immediately assigned subject to approval by FIT's Facilities Director.
6. No telephone service is available at the site for use by the Contractor; therefore, the Contractor shall equip the Project Manager with a cellular telephone at the site for the duration of the Project. The Contractor shall provide FIT and Architect with the appropriate contact numbers at the initiation of the Project.

VII. SUBMISSIONS AND SUBSTITUTIONS

1. All submissions called for in the Contract Documents shall be submitted at least twenty (20) working days prior to proposed initiation of any related work.
2. FIT and FIT's Architect will review and accept or take other appropriate action regarding Contractor submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. FIT's review of all shop drawings submitted by the Contractor shall be for concept only and does not remove the Contractor's responsibility for insuring that all specific details of the installation shall be performed in such a way so as to achieve satisfactory results. Acceptance by FIT and the Architect of Contractor submittals does not relieve the Contractor from

responsibility for errors which may exist in the submitted data.

3. Where the phrase "or approved equal" or "equal as approved by FIT" occurs in the Contract Documents, the Contractor may not assume that the materials, equipment, or methods will be approved as equal unless the item has been specifically approved by FIT and the Architect.
4. Any proposed substitute products or procedures are to be submitted to FIT's assigned Architect/Engineer for prior approval with any proposed price adjustments to the contract within 14 days of the signing of the agreement between FIT and the Contractor, so that FIT and the Architect are permitted adequate time for review.

VIII. PROGRESS PAYMENTS

1. All submissions called for in the Contract Documents shall be submitted at least twenty (20) working days prior to proposed initiation of any related work.
2. Progress payments will be made to the Contractor based solely on actual work completed. Furthermore, payment will not be made for the purchase of materials, nor for their transfer onto the site, nor for any costs associated with mobilization.
3. Payment requests shall be submitted to FIT's Facilities Director on AIA Documents G702 and G703.
4. Payments will be authorized based upon FIT's field visits and review of work. All FIT's decisions regarding progress payments shall be final.
5. The values quoted on the bid form shall constitute the Schedule of Values for AIA Document G703. Additional breakdown of the bid form shall be provided on the Schedule of Values and will be used for progress payments.
6. 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 or equivalent forms as may be requested by FIT), up-to-date weekly written reports and timeline in bar chart form, and all submittals, certificates, permits, etc. required pursuant to the terms of the contract.
7. A 10% retainage shall be deducted from all progress payments made by FIT.
8. Payment requests shall be submitted to FIT not more than once per month.
9. Contractor shall provide sufficient and appropriate documentation for all invoices to FIT including submittal of invoices for actual cost of materials, labor rates and certified payrolls. Filing of such payrolls shall comply with the

Labor Law and is a condition precedent to payment. FIT reserves the right to request additional information at any time. Contractor required to submit Monthly Contractor's Compliance Form with each Payment Requisition.

10. Contractor required to submit a Certificate of Monthly Payment signed by each Sub- contractor with each Payment Requisition.
11. Contractor shall be required to submit a detailed Trade Payment Breakdown.

IX. SITE VISITS BY ARCHITECT/ENGINEER

1. Failure by Architect/Engineer to detect and/or notify the Contractor of any aspect of the Contractor's actions or materials that are not in conformance with the Contract Documents shall not remove the Contractor's responsibility to adhere to the Contract Documents in all instances, including but not limited to the Contractor's responsibility to expeditiously correct and/or replace all defective work.
2. Architect/Engineer will be the final judge as to whether the work is satisfactorily performed, and shall have the authority to order that any work deemed unacceptable or not in conformance with the Contract Documents be redone by the Contractor at no cost to FIT.
3. Architect/Engineer shall have no responsibility for the presence, discovery, identification, handling, removal or disposal of, or exposure of persons to hazardous materials in any form at the Project site.

X. CHANGE ORDERS

1. FIT may order changes in the work of any quantity and without invalidating the Agreement so long as the Contract Sum and/or Contract Time of Completion are adjusted accordingly. All such changes in the work shall be authorized by written Change Order. All Change Orders shall be reviewed by Architect and authorized by a representative of FIT.
2. No work shall be performed by the Contractor unless it is specifically included in the Contract Scope of Work or authorized in advance by a bulletin issued by the Architect which will serve as the backup paperwork for a change order. The contractor needs to submit a Change Order. All work to proceed prior to approval of change orders. Change Orders will be negotiated fairly in separate meetings. All written Change Orders are to be signed by all parties.
3. Any sums to be paid to Contractor as a result of any Change Order or any sums to be credited to FIT as a result of any Change Order shall be computed

by one of the following methods:

- (1) As agreed upon between the parties to the contract in writing prior to commencement of the work required by the Change Order, or;
- (2) By Unit Prices detailed in the Contract Documents or subsequently agreed upon.

XI. GUARANTEES

1. All work on this project shall be guaranteed by the Contractor for a period of not less than five (5) years, or longer where covered by manufacturer warranty. Warranty to start on the day of the final signoff by FIT.
2. If within the guarantee period any of the work is found to be defective or not in conformance with the Contract Documents, the Contractor shall correct it promptly at his own expense after receipt of written notice from FIT.

XII. FINAL PAYMENT

1. Final payment (retainage) shall be released to the Contractor thirty (30) days after the project has been signed off by FIT and Architect/Engineer and the Contractor has satisfied all requirements of the Contract Documents.
2. In addition to any other requirements of the Contract Documents final payment shall not become due until the Contractor has delivered to FIT and Architect a fully executed 1-year guarantee for all work performed under this project, as well as a complete release of all liens arising out of this Contract, or receipts in full covering all labor, materials, equipment, applicable finance charges, and fines for which a lien could be filed. If such lien remains unsatisfied after payments are made, the Contractor shall refund to FIT all money that FIT may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.
3. A Performance Bond and a Labor & Material Payment Bond, a copy of the "Contractor's Affidavit of Payment of Debts and Claims (AIA Document G706)" and "Consent of Surety to Final Payment (AIA Document G707)" shall be submitted by the Contractor prior to the release of final payment.
4. One (1) set each of record drawings (measuring 24 inches by 36 inches) indicating the "As- Built" manner of installation of all work, shall be submitted to FIT prior to the release of final payment.
5. Once the project has reached substantial completion, FIT and Architect will prepare a "Certificate of Substantial Completion". This certificate must be

signed by all parties (Engineer and Contractor), to acknowledge the date the project has reached substantial completion, and confirm agreement on a final punch-list of work to be performed. The Contractor shall be responsible for completing all punch-list items prior to release of final payment.

XIII. SUPPLEMENTAL CONDITIONS

Project Schedule. Contractor shall complete all work as specified within the time period specified in the Contract Documents, inclusive of rain days, but excluding any shutdowns authorized by FIT.

XIV. PREVENTIVE MAINTENANCE SCHEDULE

Prior to final payment, the contractor shall provide a recommended maintenance schedule from the manufacturer for quarterly, semi-annual and yearly requirements, including part numbers where applicable, upon completion of the job.

BID ANALYSIS FORM FOLLOWS

ATTACHMENT C – BID ANALYSIS FORM

**FASHION INSTITUTE OF TECHNOLOGY
STUDENT HOUSING CORPORATION
COED RESIDENCE HALL BATHROOM
RENOVATION FLOORS 9-10
INVITATION FOR BID NUMBER C1543
NYS PRC# 2022002838**

BID BREAKDOWN (must equal Total Base Bid Price)

Line	Description	Total Labor Cost	Total Materials, Tools & Equipment	Line Total
1	REMOVALS, CUTTING, AND PATCHING, CONSTRUCTION WASTE MANAGEMENT, REMOVALS	\$	\$	\$
2	CONCRETE, UNDERLAYMENT CONCRETE	\$	\$	\$
3	METALS FABRICATIONS	\$	\$	\$
4	ARCHITECTUREAL WOODWORK, SOLID SURFACE FABRICATION	\$	\$	\$
5	WATERPROOFING, FIRESTOPPING CONSTRUCTION, JOINT SEALANTS	\$	\$	\$
6	OPENINGS	\$	\$	\$
7	GYPSUM BOARD SYSTEMS, EPOXY RESIN FLOORING, PAINTING, CERAMIC TILE	\$	\$	\$
8	TOILET PARTITIONS, ELECTRIC HAND DRYERS, TOILET AND BATH ACCESSORIES	\$	\$	\$
9	HVAC	\$	\$	\$
10	ELECTRICAL	\$	\$	\$
11	PLUMBING	\$	\$	\$
12	SPRINKLER	\$	\$	\$
13	GENERAL CONDITIONS	\$	\$	\$
14	GENERAL REQUIREMENTS	\$	\$	\$

TOTAL BID PRICE (1-14) \$ _____

As stated in Section IV of the front end documents: Subcontracting shall be permitted **not to exceed 35%** of the work of the project. Please provide the ratio of the contractors and subcontractors work that will be used on this project.

Contractor _____ **%**, **Subcontractor(s)** _____ **%**

For Bidding Purposes: the following sections pricing should cover the following items:

General Requirements: permits & licenses; project meetings; administrative overhead for submissions and shop drawings; progress photos; temporary facilities & controls; storage & protection of materials; project closeout; and project record documents.

General Conditions: supervision of work; all testing; coordination drawings; safety programs; insurance and performance & payment bonds.

The undersigned, having carefully examined all Contract Documents, including Notice to Bidders, Bid Terms and Conditions, Contract Terms and Conditions, General Requirements, General Conditions, Labor & Material Payment Bond, Performance Bond, Form of Bid, Non-Collusive Bidding Certification, Substitution Form Request, Contract, Affirmative Action Form, Change Order, Form, Contractor's Trade Payment Breakdown, Safety EHS Plan, Prevailing Wage Schedule, Specifications, and Drawings and having examined the existing conditions by on-site visit(s), hereby submits this Bid Analysis, covering all labor, materials, equipment, tools, machinery, licensing, insurance, taxes, and fees required to perform the specified work at the above-referenced site, in accordance with the Contract Documents. **No exclusions & no exceptions.**

Company Name and Address of Bidder:

Signature of Bidder _____ Date _____

Printed Name and Title of Representative: _____

Email Address: _____

EIN#: _____

IMPORTANT:

This bid analysis form is the **only** pricing format acceptable. Bidders **must** submit pricing using this form. **FIT will not accept bid responses on any other form.**

NOTE:

FIT will not sign any bidder generated contract, agreement or scope of work. FIT Bid and Terms and Conditions apply. Bidder requirement for FIT to sign any document will be grounds for rejection. Bidder inclusion of any conditions, clarifications, exceptions or changes which are not in compliance with FIT Bid and Terms and Conditions will be grounds for rejection.

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 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.

F.I.T. Student Housing Corp.

Sherry Brabham, Treasurer

(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.

EXHIBIT B: PREVAILING WAGE SCHEDULE



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Fashion Institute of Technolog
Sam Li, Deputy Director of Purchasing
227 W 27th St
New York NY 10001

Schedule Year 2021 through 2022
Date Requested 03/16/2022
PRC# 2022002838

Location Fashion Institute of Technolog
Project ID# C1543
Project Type The scope of this project includes complete gut renovation of the community restrooms of the CoEd Residence Hall on floors 9 and 10 with the exception of the new fan coil units and the windows.

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 Technolog
Sam Li, Deputy Director of Purchasing
227 W 27th St
New York NY 10001

Schedule Year 2021 through 2022
Date Requested 03/16/2022
PRC# 2022002838

Location Fashion Institute of Technolog
Project ID# C1543
Project Type The scope of this project includes complete gut renovation of the community restrooms of the CoEd Residence Hall on floors 9 and 10 with the exception of the new fan coil units and the windows.

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
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Ironworker:

Structural	\$ 54.20	\$ 54.95
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Bridges

Machinery

SUPPLEMENTAL BENEFITS

PER HOUR PAID:

Journeyman	\$ 83.35	\$ 84.35
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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
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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
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"Base" Wage	\$ 54.70 plus \$ 1.55
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"Base" Wage is used to calculate overtime hours only.

SUPPLEMENTAL BENEFITS

Per hour:

Reinforcing & Metal Lathing	\$ 38.30
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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:

07/01/2021

All Terms: \$ 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

SUPPLEMENTAL BENEFITS
 Journeyworker:
 per hour
 Marble- Finisher \$ 35.25 \$ 35.76

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)	1st	2nd	3rd	4th
	\$ 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.

9-15Ab

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 \$ 80.71
 (Sewer Systems)

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
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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, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES

Per hour:

Painter (Striping-Highway):	07/01/2021	07/01/2022
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
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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
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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: 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 <input type="checkbox"/> (Check if new or change) Telephone: () Fax: () E-Mail:	2. NY State Units (see Item 5) <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"><input type="checkbox"/> 01 DOT</td> <td style="width: 50%; border: none;"><input type="checkbox"/> 07 City</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> 02 OGS</td> <td style="border: none;"><input type="checkbox"/> 08 Local School District</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> 03 Dormitory Authority</td> <td style="border: none;"><input type="checkbox"/> 09 Special Local District, i.e., Fire, Sewer, Water District</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> 04 State University Construction Fund</td> <td style="border: none;"><input type="checkbox"/> 10 Village</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> 05 Mental Hygiene Facilities Corp.</td> <td style="border: none;"><input type="checkbox"/> 11 Town</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> 06 OTHER N.Y. STATE UNIT</td> <td style="border: none;"><input type="checkbox"/> 12 County</td> </tr> <tr> <td></td> <td style="border: none;"><input type="checkbox"/> 13 Other Non-N.Y. State (Describe)</td> </tr> </table>	<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)
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3. SEND REPLY TO <input type="checkbox"/> check if new or change Name and complete address:	4. SERVICE REQUIRED. Check appropriate box and provide project information. <table style="width: 100%; border: none; margin-top: 10px;"> <tr> <td style="width: 50%; border: none;"><input type="checkbox"/> New Schedule of Wages and Supplements.</td> </tr> <tr> <td style="border: none; text-align: center;"> <div style="border: 1px solid black; padding: 2px; display: inline-block;">APPROXIMATE BID DATE :</div> </td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Additional Occupation and/or Redetermination</td> </tr> </table> <table style="width: 100%; border: none; margin-top: 10px;"> <tr> <td style="width: 50%; border: 1px solid black; padding: 2px;">PRC NUMBER ISSUED PREVIOUSLY FOR THIS PROJECT :</td> <td style="width: 50%; border: 1px solid black; padding: 2px;">OFFICE USE ONLY</td> </tr> </table>	<input type="checkbox"/> New Schedule of Wages and Supplements.	<div style="border: 1px solid black; padding: 2px; display: inline-block;">APPROXIMATE BID DATE :</div>	<input type="checkbox"/> Additional Occupation and/or Redetermination	PRC NUMBER ISSUED PREVIOUSLY FOR THIS PROJECT :	OFFICE USE ONLY									
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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: <input type="checkbox"/> 1. New Building <input type="checkbox"/> 2. Addition to Existing Structure <input type="checkbox"/> 3. Heavy and Highway Construction (New and Repair) <input type="checkbox"/> 4. New Sewer or Waterline <input type="checkbox"/> 5. Other New Construction (Explain) <input type="checkbox"/> 6. Other Reconstruction, Maintenance, Repair or Alteration <input type="checkbox"/> 7. Demolition <input type="checkbox"/> 8. Building Service Contract	8. OCCUPATION FOR PROJECT : <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"><input type="checkbox"/> Construction (Building, Heavy Highway/Sewer/Water)</td> <td style="width: 50%; border: none;"><input type="checkbox"/> Guards, Watchmen</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Tunnel</td> <td style="border: none;"><input type="checkbox"/> Janitors, Porters, Cleaners, Elevator Operators</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Residential</td> <td style="border: none;"><input type="checkbox"/> Moving furniture and equipment</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Landscape Maintenance</td> <td style="border: none;"><input type="checkbox"/> Trash and refuse removal</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Elevator maintenance</td> <td style="border: none;"><input type="checkbox"/> Window cleaners</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Exterminators, Fumigators</td> <td style="border: none;"><input type="checkbox"/> Other (Describe)</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Fire Safety Director, NYC Only</td> <td></td> </tr> </table>	<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	
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<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
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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 BISSEsar		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

EXHIBIT C: SPECIFICATIONS

Project Specifications

PROJECT NO. **C1543**

PROJECT TITLE: **Coed Residence Hall Bathroom Renovations
Floors 9-10**

DATE: **March 16, 2022**

Fashion Institute of Technology Student Housing Corporation

Architect: **David Smotrich & Partners LLP**
443 Park Avenue South, NY, NY 10016

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**FASHION INSTITUTE OF TECHNOLOGY
STUDENT HOUSING CORPORATION
COED RESIDENCE HALL FLOORS 9-10
BATHROOM RENOVATIONS**

PROJECT NO. C1543

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8. A-100.00	CONSTRUCTION PLAN/RCP/INTERIOR ELEVATIONS- 9 TH FLOOR WEST
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**FASHION INSTITUTE OF TECHNOLOGY
STUDENT HOUSING CORPORATION
COED RESIDENCE HALL FLOORS 9-10
BATHROOM RENOVATIONS**

PROJECT NO. C1543

- | | |
|-------------|---|
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- | | |
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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 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. The main features of the work as indicated in plans shall include, but not be limited to the following:
 - I. Selective Removal/ Demolition
 - A. Remove/Dispose
 - 1. Existing walls, (GWB, CMU)
 - 2. Piping indicated on engineering plans
 - 3. Lighting fixtures
 - 4. Doors and frames
 - 5. Bathroom fixtures
 - 6. Water closets
 - 7. Countertops
 - 8. Lavatories
 - 9. Bathroom trim
 - 10. Mirrors
 - 11. Existing toilet partitions
 - 12. Hardware
 - 13. All bathroom accessories
 - B. Remove/Recycle
 - 1. Sprinkler piping and valves
 - 2. Tile flooring and wall tile
 - 3. Electrical conduit and wiring
 - 4. Electrical switches, outlets and plate covers
 - II. New Work:
 - A. Construction of new walls and/or patch and repair
 - 1. New mirrors
 - 2. New countertops
 - 3. New GWB Interior partitions
 - 4. New bathroom fixtures, water closets, and lavatories
 - 5. New toilet partitions
 - 6. New bathroom trim
 - 7. New wood benches
 - 8. New shower pans
 - 9. New mechanical distribution as necessary
 - 10. New electrical distribution as necessary
 - 11. New lighting fixtures, GFI outlets, switches & cover plates
 - 12. New controls for lights

13. New bathroom accessories
14. New epoxy finished floor
15. New wall tiles
16. Relocation of fire alarm strobe
17. New piping as required
18. Extension of existing sprinkler system
19. New hardware
20. New doors
21. New painting

1.02 RELATED SECTIONS

All sections within these Specifications

1.03 PHYSICAL COMPLETION DATE

- A. Physically complete the Work within the FIT established calendar after the Agreement is approved by the College.
1. The time allocated for the performance of work under this contract includes 10 days for notification to the Contractor of the College's approval of the Agreement.
 2. The approval of the Agreement by the College constitutes the filing of the Contract Documents as a public record and notice to the Contractor that a fully executed contract exists between the Contractor and 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.

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. Contractor is responsible to complete probes on each wall scheduled for demolition to determine if mold exists in the chases. If mold is present, contact Architect immediately to have on-call hazardous abatement contractor remove the walls. Should this be the case, a credit for wall demolition will be due to FIT.
 3. Perform all such removals as required to verify all existing conditions before fabricating the work.
 4. Where applicable, before disturbing any structural work, make all possible preliminary investigations to verify the existing conditions threat.

5. 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

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 F.I.T. Facilities Management Department has reviewed and approved the connection.

1. Submit written procedures to the F.I.T. Facilities Management Department, detailing how the connection Work is proposed to be performed.
2. After procedures have been approved, notify the F.I.T. Representative at least 3 working days prior to the connection Work so that arrangements can be made to have a F.I.T. 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.
- 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 F.I.T. Facility's Right-to-Know Information Officer.
- E. Do not diminish the level of life safety during performance of the Work.

1.08 REFERENCE SPECIFICATIONS AND STANDARDS

- A. Comply with the requirements of the various specifications and standards referred to in these specifications, except where they conflict with the requirements of these specifications. Such reference specifications and standards shall be the date of latest revision in effect at the time of receiving bids, unless the date is given.

1.09 LAYING – OUT

- 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 CLEANING – 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 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.
- 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.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 10 00

SECTION 01 33 00 - SUBMITTALS

PART 1 - GENERAL

1.1 DEFINITIONS

- A. Deviation: Changes in products, materials, equipment and methods of construction from those required by the Contract Documents and proposed by the Contractor.

1.2 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.

1.3 "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.

1.4 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, approval or rejection 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.

1.5 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.

1.6 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 1 electronic copy of each shop drawing required by the Specifications.
 2. If shop drawing is unavailable in electronic format submit four hard copies.
- 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 1 stamped copy returned electronically. If returned copies are stamped "REJECTED" or "REVISE AND RESUBMIT", 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.

1.7 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 1 copy of product data electronically as required by the Specifications.
- B. The product data will be reviewed and 1 stamped copy returned electronically. If returned copies are stamped “REJECTED” or “REVISE AND RESUBMIT”, promptly resubmit 1 copy 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.

1.8 QUALITY ASSURANCE

- A. Provide quality assurance information in the format required by the specifications, including supporting documentation as required.
 - 1. Submit 1 copy of quality assurance information electronically as required by the Specifications.
- B. The quality assurance information will be reviewed and 1 stamped copy electronically returned. If returned copies are stamped “REJECTED” or “REVISE AND RESUBMIT” promptly resubmit 1 copy electronically of quality assurance information meeting Contract requirements.

1.9 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 REMOVING, CUTTING, AND ALTERING

- A. Do not disturb any existing structure, piping, apparatus, or other construction unless required by the Contract.
- B. Remove existing construction where indicated on the Drawings and also 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.
- C. 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.
- D. Provide temporary shoring 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 removals, 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 Architect before proceeding with the Work.

1.02 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 New 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 and

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color of paint. Painting, except as otherwise indicated, shall be limited to the areas which have been patched.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

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. Landfill 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. Reused 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 Facilities 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 Facilities 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

(Project Name) (Exhibit “A”)
CONTRACTOR C&D WASTE MANAGEMENT FORM
 For Waste Generated On-Site

Company: _____

Contact: _____

Phone: _____

Material Description (Include packaging waste if applicable)	Total Weight	% Reused on-site	% Recycled off-site	% Sent to landfill	Material Recipient

Recycled Material: Material that would otherwise be destined for landfill but is diverted from the waste stream, reintroduced as material feedstock and reprocessed into new end products.

Reused Material: Materials that can be reused in their original form without any reprocessing.

SECTION 02 08 30

REMOVAL OF UNIVERSAL WASTE AND MISCELLANEOUS HAZARDOUS MATERIALS

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

A. Description Of Work

1. This work shall include proper removal, storage, transportation and recycling or lawful disposal of Universal Waste and Miscellaneous Hazardous Materials affected by this project, to include fluorescent light bulbs, smoke detectors, batteries, and electrical circuit boards. Table 1 below summarizes the Universal Waste and Miscellaneous Hazardous Materials that require removal for this project.

Table I – Summary of Universal Waste & Miscellaneous Hazardous Materials			
Student Housing Corporation Coed Residence Hall Bathroom Renovations Floors 9-10 Fashion Institute of Technology 230 West 27th Street New York, NY 10001			
Description of Material	Location	Total Quantity	Unit

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1. Before Start of Work: Submit the following to the facilities department for review. Work shall not commence until these submittals are returned with approval from the facilities department.
 - 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

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

REMOVAL OF UNIVERSAL WASTE AND MISCELLANEOUS HAZARDOUS MATERIALS

02 08 30 - 3

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.

1.2 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.

1.3 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 19 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.01 RELATED WORK SPECIFIED ELSEWHERE

- A. Construction Waste Management 01 74 19
- B. Removals, Cutting and Patching 01 73 29

1.02 SUMMARY

- A. Work Included: Perform selective demolition in accordance with the Contract Documents. The Work of this Section shall include but not be limited to the following:
 - 1. Removal of portions of existing building indicated on drawings and as required to accommodate new construction.
 - 2. Removal of interior partitions and finishes indicated.
 - 3. Removal of doors as indicated.
 - 4. Removal of interior finishes and other items, to accommodate new construction.
 - 5. Removal of Mechanical, Plumbing and Electrical devices as indicated.
 - 6. Removal of lighting fixtures as indicated.
 - 7. Removal and protection of existing items to remain.
 - 8. The maintenance of the College's operations during selective demolition operations.
 - 9. **Protection of the cables and utilities serving other buildings 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.**
 - 10. Removal of all fixtures, trim, finishes, and shower pans as necessary to accommodate the new design.

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 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.
- C. 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 portions of 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.

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 Facilities 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 streets, walks, or other occupied or used facilities without permission from the College and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if 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, and provide samples for architect's approval.
 - 2. Use materials whose installed performance equals or surpasses that of existing materials.

PART 3 - EXECUTION

3.1 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. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

3.2 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. 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.
 - 2. 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.
 - 3. 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. Dispose of demolished items and materials promptly. On-site storage or sale of removed items is prohibited.
 8. 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 CLEAN-UP 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 of 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 19

SECTION 03 11 00 – CONCRETE FORMWORK

PART 1 GENERAL

1.01 RELATED WORK SPECIFIED ELSEWHERE

- A. Concrete Reinforcement: Section 03 20 00.
- B. Cast-in-Place Concrete: Section 03 30 00.

1.02 DESIGN REQUIREMENTS

- A. ACI 301, Section 2.1 – Formwork and formwork accessories, General:
 - 1. Add the following to 2.1.1 Description:

The formwork shall be designed for loads, lateral pressure, and allowable stresses outlined in Chapter 2 - Design of “Guide to Formwork for Concrete” (ACI 347-01).

1.03 SUBMITTALS

- A. Shop Drawings:
- B. Product Data: Manufacturer’s catalog sheets, specifications, and installation/application instructions for the following:
 - 1. Form systems and ties.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Chamfer Strips: Wood, metal, PVC or rubber; 1 inch chamfer, unless otherwise indicated on the Drawings.
- B. Rustication Strips: As required to provide rustication, patterns and profiles indicated on the Drawings.
- C. ACI 301, Section 2.1.2 - Submittals:
 - 1. Add the following to 2.3.2 Removal of formwork:

2.3.2.7 After the ends or end fasteners of form ties have been removed, the embedded portion of the ties shall terminate not less than 3/4 inch from the formed surfaces of concrete.

PART 3 EXECUTION

3.01 PREPARATION OF FORM SURFACES

- A. Apply form-coating material in accordance with manufacturer's instructions.

3.02 INSTALLATION

- A. Provide chamfer on all exposed external corners of concrete.
- B. Provisions for Work of Related Contracts: Provide openings in concrete formwork to accommodate Work of related contracts. Obtain information for size and location of openings, recesses and chases from contractor requiring such items.

3.03 REMOVAL OF FORMS

- A. ACI 301, Section 2.3.2 - Removal of Forms:
 - 1. 2.3.2.5 Forms of concrete slabs and other structural members shall be removed in accordance with recommendations in paragraph 3.7.2.1 of Article 3.7 - Removal of Forms and Supports of "Recommended Practice for Concrete Formwork" (ACI 347-01).
 - 2. 2.3.2.7 All formwork shall be removed after the concrete has sufficiently hardened, except in inaccessible spaces where approved.

3.04 RE-USE OF FORMS

- A. Split, frayed, delaminated or otherwise damaged form facing material shall not be used.

END OF SECTION 03 11 00

SECTION 03 20 00 – CONCRETE REINFORCEMENT

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. Provide and install all reinforcement and associated items required for cast-in-place concrete.

1.02 RELATED SECTIONS

- A. Concrete Formwork: Section 03 11 00
- B. Cast-in-Place Concrete: Section 03 30 00

1.03 SUSTAINABILITY REQUIREMENTS

- A. The Contractor shall implement practices and procedures to meet the Project's sustainable requirements. The Contractor shall ensure that the requirements related to these goals, as defined in Specification Section 02 08 30, Removal of Universal Waste and Miscellaneous Hazardous Materials, and 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 Waste Removal Performance Criteria.

1.04 REFERENCES

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.

- A. American Concrete Institute (ACI) standards, latest editions.
 - ACI 315 Details and Detailing of Concrete Reinforcement.
 - ACI 318-11 Building Code Requirements for Reinforced Concrete (With modifications per Section BC 1908 of the **2014** NYC Building Code).

1.05 DESIGN REQUIREMENTS

- A. Detailing requirements for reinforced concrete structures shall meet the structural integrity requirements as set in Section BC 1916 of the **2014** NYC Building Code.

1.06 SUBMITTALS

A. Product Data

Submit manufacturers' information for the following:

1. Steel #4 WWM.
2. Supports

B. Shop Drawings

1. Immediately after award of Contract, prepare shop drawings showing all fabrication dimensions and locations for placing of the reinforcing mesh and accessories. Shop Drawings are to be prepared by a rebar detailer.
2. Shop drawings will be checked for size of material and spacing by the Architect, which shall not render the Architect responsible for any errors in construction dimensions, quantities, bends, etc. that have been made in preparation of the shop drawings. The Contractor shall assume full responsibility for the correctness of quantities, dimensions and fit.
3. Do not order or deliver reinforcement to job site prior to approval of drawings.

C. Quality Control Submittals

1. Certificates

Submit certificate stating that reinforcement meets or exceeds the specified requirements.

2. Contractor Qualifications

Provide proof of Installer and Detailer qualifications specified under "Quality Assurance".

1.07 QUALITY ASSURANCE

A. Qualifications

1. Mesh Installer: Company specializing in performing the Work of this Section shall have five years minimum experience on successful projects of similar size.
2. Mesh Detailer: Company shall be specialized in the detailing of WWM drawings with a minimum of five years experience.

B. Regulatory Requirements

1. Building Code

Work of this section shall conform to all requirements of the NYC Building Code. Deliveries will be rejected unless:

- a. All reinforcing mesh is identifiable as to point of origin, grade of steel, and size.

2. Industry Standards

Details of Concrete reinforcement not covered herein shall be in accordance with "Building Code Requirements for Reinforced Concrete" (ACI 318) and "Details and Detailing of Concrete Reinforcement" (ACI 315).

1.08 DELIVERY, STORAGE, AND HANDLING

- A. Store in location to prevent rusting, etc.
- B. Protect reinforcement before, during, and after installation.
- C. Insure proper identification after bundles are broken.
- D. WWM is shipped in two forms; rolls or sheets. At all times during off loading of materials, caution must be exercised and all safety regulations and practices must be observed.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Welded Wire Mesh

1. All reinforcing mesh, shall conform to ASTM A615
2. Grade or yield strength of mesh is indicated on Drawings. Verify grade of reinforcing mesh is shown on Drawings.

B. Supports for Reinforcement

1. Supports for reinforcement supported by formwork or deck shall consist of metal bolsters and chairs of adequate strength, size, and number. Provide CRSI Class C supports (plastic tipped) for formed concrete surfaces.

PART 3 - EXECUTION

3.01 PLACEMENT

- A. General
 - 1. Place reinforcement in accordance with Section BC 1907.5.
- B. Supports
 - 1. Support and fasten together all reinforcement to prevent displacement by construction loads or placing of concrete.
 - 2. Provide supports specified in Article 2.01.
- C. Cover
 - 1. Provide minimum protective cover given in Section BC 1907.7.1 if not indicated on Drawings.
- D. Embedment Lengths
 - 1. All embedment lengths not shown on the Project Drawings shall be shown on the shop drawings and approved by the Architect of Record.

3.02 TOLERANCES

- A. Place reinforcement in accordance with the tolerances given in Section BC 1907.5.2 .

3.03 FIELD QUALITY CONTROL

- A. The College will assign a Special Inspector to inspect the size and placement of reinforcement. A record will be made of all inspection of reinforcement at the bending bench and in place.
- B. Do not proceed with concreting until all reinforcing in place has been approved and recorded.
- C. Promptly correct all reinforcement displaced during pouring of concrete.
- D. Damaged reinforcement shall not be used.

3.04 CLEANING

- A. Steel reinforcement shall be free of all rust, scale, oil, paint, grease, loose mill scale, and all other foreign matter that will prevent bonding of concrete and steel just prior to pouring of concrete.

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BATHROOM RENOVATIONS**

PROJECT #C1543

END OF SECTION 03 20 00

CONCRETE REINFORCEMENT 03 20 00 - 5

SECTION 03 30 00 - CAST-IN-PLACE CONCRETE

PART 1 GENERAL

1.01 RELATED WORK SPECIFIED ELSEWHERE

- A. Concrete Formwork: Section 03 11 00.
- B. Concrete Reinforcement: Section 03 20 00.

1.02 REFERENCES

- A. Except as shown or specified otherwise, the Work of this Section shall conform to the requirements of American Concrete Institute (ACI) and American Society for Testing and Materials (ASTM) documents.
 - 1. ACI 302.1R-96: Guide for Concrete Floor and Slab Construction.
 - 2. ACI 304.2R-96: Placing Concrete by Pumping Methods.
 - 3. ACI 305R-99: Hot Weather Concreting.
 - 4. ACI 308.1-98: Standard Specification for Curing Concrete.
 - 5. ACI 318 Building Code Requirements for Reinforced Concrete.
 - 6. ASTM C 94/C 94M - 04: Standard Specification for Ready- Mixed Concrete.
 - 7. ASTM C 494/C 494M - 04: Standard Specification for Chemical Admixtures for Concrete.

1.03 DEFINITIONS

- A. Definitions:
 - 1. Cementitious Material: Cementitious materials include cement, ground blast furnace slag and fly ash.
 - 2. Corrosion Inhibitor Admixture: A liquid admixture, calcium nitrite that inhibits corrosion of concrete-embedded steel in the presence of chloride ions.
 - 3. Pumped Concrete: Concrete that is conveyed by pumping pressure through rigid pipe or flexible hose.
 - 4. Water-to-Cementitious Ratio (w/c): An equational value representing quantity in pounds of free moisture available for cement hydration divided by quantity of cementitious materials in pounds per cubic yard concrete.

1.04 SUBMITTALS

- A. Submittals Package: Submit product data for design mix(es) and materials for concrete specified below at the same time as a package.
- B. Product Data:
 - 1. Mix Design: Submit proposed concrete design mix(es) together with name and location of batching plant at least 28 days prior to the start of concrete work.
 - a. Include test results of proposed concrete proportions based on previous field experience or laboratory trial batches in accordance with ACI 301, Section 4.

- b. Pumped Concrete: Include test results of proposed design mix(es) tested under actual field conditions with the maximum horizontal run and vertical lift required for this project.
 2. Portland Cement: Brand and manufacturer's name.
 3. Fly Ash: Name and location of source, and DOT test numbers.
 4. Air-entraining Admixture: Brand and manufacturer's name.
 5. Water-reducing Admixture: Brand and manufacturer's name.
 6. Corrosion Inhibitor Admixture: Brand and manufacturer's name.
 7. Aggregates: Name and location of source, and DOT test numbers.
 8. Lightweight Coarse Aggregates: Brand and manufacturer's name.
 9. Chemical Hardener (Dustproofing): Brand and manufacturer's name, and application instructions.
 10. Chemical Curing and Anti-Spalling Compound: Brand and manufacturer's name, and application instructions.
 11. Bonding Agent (Adhesive): Brand and manufacturer's name, and preparation and application instructions.
 12. Expansion Joint Fillers: Brand and manufacturer's name.
- C. Quality Control Submittals:
1. Batching Plant Records: At the end of each day of placing concrete, furnish the Director's Representative with a legible copy of all batch records for the concrete placed.
 2. Concrete Pumping Equipment Data: Include manufacturer's name and model of principal components, type of pump, and type and diameter of pipe/hose.

1.05 QUALITY ASSURANCE

- A. Qualifications of Crew Pumping Concrete: Workers pumping concrete shall have had at least one year of experience pumping concrete.
- B. Concrete batching plants shall be currently approved as concrete suppliers by the New York State Department of Transportation.
- C. Truck mixers for concrete shall be currently approved by the New York State Department of Transportation.
- D. Pumping equipment for pumped concrete shall be subject to the approval of the Architect.
- E. Fly ash supplier shall be on the New York State Department of Transportation's current "Approved List of Suppliers of Fly Ash".
- F. Source Quality Control: The Architect reserves the right to inspect and approve the following items, at his own discretion, either with his own forces or with a designated inspection agency:
 1. Batching and mixing facilities and equipment.
 2. Sources of materials.
- G. Reference standards and cited publications:

1. Add the following to the list of ASTM Standards:
 - a. Standard Methods of Sampling and Testing Fly Ash or Natural Pozzolans For Use As A Mineral Admixture in Portland Cement Concrete.

1.06 DELIVERY

- A. ASTM C 94/C 94M - 04, Article 13.1 - Batch Ticket Information: In addition to the information required by Paragraph 16.1, also include the following:
 1. Type and brand, and amount of cement.
 2. Weights of fine and coarse aggregates.
 3. Class and brand, and amount of fly ash (if any).

PART 2 PRODUCTS

2.01 MATERIALS

- A. Cement: ASTM C 150, Type I or II Portland cement.
- B. Water: Potable
- C. Air-entraining Admixture: ASTM C 260, and on the New York State Department of Transportation's current "Approved List".
- D. Water-reducing Admixture: ASTM C 494/C 494M - 04, Type A, and on the New York State Department of Transportation's current "Approved List".
- E. Corrosion-Inhibiting Admixture: ASTM C 494/C 494M - 04, for use in resisting corrosion of steel reinforcement.
 1. DCI Corrosion Inhibitor by W. R. Grace & Co., - Conn., 62 Whittemore Ave., Cambridge, MA 02140, (617) 876-1400 and Rheocrete CNI by Master Builders/BASF Building Systems, 23700 Chagrin Blvd., Cleveland, OH 44122, (800) 628-9990.
 2. DCI - S Corrosion Inhibitor by W. R. Grace & Co., - Conn., 62 Whittemore Ave., Cambridge, MA 02140, (617) 876-1400.
- F. Retarding Admixture: ASTM C 494, Type D, Water-reducing and retarding, for use in hot weather concreting, and on the New York State Department of Transportation's current "Approved List".
- G. Fly Ash: ASTM C 618, including Table 1 (except for footnote A), Class F except that loss on ignition shall not exceed 4.0 percent.
- H. Aggregates:
 1. Fine aggregate for pumped concrete shall meet the requirements of ASTM C 33, except 15 to 30 percent shall pass the No. 50 sieve and 5 to 10 percent shall pass the No. 100 sieve. The fineness modulus of the fine aggregate for pumped

- concrete shall not vary more than 0.20 from the average value used in proportioning.
2. Aggregates for lightweight concrete shall meet the requirements of ASTM C 330, except that fine aggregate for lightweight concrete shall meet the requirements of ASTM C 33.
 3. Aggregates shall be taken from storage silos or other approved locations that have been tested and approved by the New York State Department of Transportation, unless otherwise approved in writing by the Director.
- I. Moisture-Retaining Cover: Waterproof paper, polyethylene film, or polyethylene-coated burlap complying with ASTM C 171.
- J. Chemical Curing and Anti-Spalling Compound: ASTM C-309, Type 1D, Class B, with a minimum 18 percent total solids content. No thinning of material allowed.
1. SureCure Emulsion, Kaufman Products, Inc. 3811 Curtis Avenue, Baltimore, MD 21226, (800) 637-6372.
 2. Cure & Seal by Symons Corp., 200 East Touhy Ave., PO Box 5018, Des Plaines, IL 60017-5018, (847) 298-3200.
 3. Kure-N-Seal by Sonneborn/ BASF Building Systems, 889 Valley Park Dr., Shakopee, MN 55379, (800) 433-9517.
 4. Day-Chem Cure & Seal UV 26 percent (J-22 UV) by Dayton Superior Corp., 721 Richard St., Miamisburg, OH 45342, (800) 745-3700.
 5. Acrylseal HS by Master Builders/ BASF Building Systems, 23700 Chagrin Blvd., Cleveland, OH 44122, (800) 628-9990.
- K. Chemical Hardener (Dustproofing): Colorless aqueous solution of magnesium-zinc fluosilicate.
1. Lapidolith by Sonneborn/ BASF Building Systems, 889 Valley Park Dr., Shakopee, MN 55379, (800) 433-9517.
 2. Surfhard by The Euclid Chemical Co., 19218 Redwood Rd., Cleveland, OH 44110, (216) 531-9222.
 3. Pena-Lith by W.R. Meadows, Inc., PO Box 543, Elgin, IL 60121, (847) 683-4500.
 4. FluoHard by L & M Construction Chemicals, Inc., 14851 Calhoun Rd., Omaha, NE 68152, (402) 453-6600.
 5. Armortop by Anti Hydro International, Inc., 265 Badger Ave., Newark, NJ 07108, (800) 777-1773.
 6. Diamond by Kaufman Products, Inc., 3811 Curtis Avenue, Baltimore, MD 21226, (800) 637-6372.
- L. Type 2 Expansion Joint Filler: Preformed, resilient, nonextruding, self-expanding cork units complying with ASTM D 1752, Type III.
- M. Epoxy Bonding Agent (Adhesive): 100 percent solids epoxy-resin-base bonding compound, complying with ASTM C 881, Types I, II, IV and V, Grade 2 (horizontal areas) or Grade 3 (overhead/vertical areas), and Class B (40-60 degrees Fahrenheit) or Class C (60 degree Fahrenheit and above).
1. SurePoxy HM Series by Kaufman Products, Inc., 3811 Curtis Avenue, Baltimore, MD 21226, (800) 637-6372.

2. Sikadur Hi-Mod 32 by Sika Corporation, 201 Polito Avenue, Lyndhurst, NJ 07071, (800) 933-7452.
 3. Epogrip by Sonneborn/-BASF Building Systems, 889 Valley Park Drive, Shakopee, MN 55379, (800) 433-9517.
- N. Expansion Joint Dowels: Smooth steel expansion joint dowel with minimum 5 inch long steel dowel cap, unless otherwise indicated.
- O. Integral Water-Repellent Admixture:
1. Hydrocide Powder by Sonneborn/ BASF Building Systems, 889 Valley Park Drive, Shakopee, MN 55379, (800) 433-9517.
 2. Darapel by W. R. Grace & Co., - Conn., 62 Whittemore Ave., Cambridge, MA 02140, (617) 876-1400.

2.02 PROPORTIONING OF MIXES

- A. Cast-in-place concrete shall be air-entrained normal weight concrete.
1. Normal weight concrete for exterior slabs, ramps and stairs shall have a minimum compressive strength of 4000 psi, with a minimum of 611 pounds of cement per cubic yard. Slump: Maximum 3 inches; minimum 2 inches before the addition of any water-reducing admixtures or high-range water-reducing admixtures (superplasticizers) at the Site.
 2. Optional Material: Fly ash may be substituted for (Portland) cement in normal weight and lightweight concrete up to a maximum of 15 percent by weight of the required minimum (Portland) cement. If fly ash is incorporated in a concrete design mix, make necessary adjustments to the design mix to compensate for the use of fly ash as a partial replacement for (Portland) cement.
 - a. Adjustments shall include the required increase in air-entraining admixture to provide the specified air content.
 - b. Lower early strength of the concrete shall be considered in deciding when to remove formwork.
- B. Lightweight concrete shall be air-entrained concrete having a minimum compressive strength of 4000 psi and an air-dry unit weight between 95 and 115 lb/cu ft, with a minimum of 611 pounds of cement per cu yd. Lightweight concrete shall be made with normal fine aggregate; lightweight fine aggregate shall not be used. Slump: Maximum 4 inches; minimum 1 inch before the addition of any water-reducing admixtures or high-range water-reducing admixtures (superplasticizers) at the Site.
- C. Slump for Pumped Concrete: When a water-reducing admixture is not used, maximum slump shall be 4 inches. When a water-reducing admixture is used, maximum slump shall be 6 inches and when a high-range water-reducing admixture (superplasticizers) is used, maximum slump shall be 8 inches.
- D. Design Air Content: Design air content for concrete shall be 6 percent by volume, with an allowable tolerance of plus or minus 1.5 percent for total air content, except as otherwise specified. Use air-entraining admixture, not air-entrained cement.

- E. Water-Cement Ratio: Cast-in-place concrete shall have a maximum water-cement ratio of 0.40.
- F. Size of Coarse Aggregates:
 - 1. Normal Weight Concrete: Coarse aggregates shall conform to graduation requirements for various sizes as tabulated in Table No. 2 of ASTM C 33. The sizes of coarse aggregates for various classes of Work shall be as follows with all percentages being determined by weight.
 - 2. For other concrete Work having a minimum cross-sectional dimension of not more than 6 inches, the coarse aggregate shall be a well graded mixture of No. 67 and No. 57, provided that not more than 50 percent nor less than 30 percent shall be Size No. 67 and not more than 70 percent nor less than 50 percent shall be Size No. 57.
 - 3. For other concrete Work having a minimum cross-sectional dimension greater than 6 inches and not more than 12 inches, the coarse aggregate shall consist of a mixture of No. 67, No. 57 and No. 467, providing that not more than 25 percent nor less than 10 percent shall be Size No. 67 and not more than 40 percent shall be Size No. 467.
 - 4. Lightweight Concrete: Lightweight aggregates shall be graded from 3/4 inch to No. 4 sieve size in conformance with Table No. 1 of ASTM C 330.
- G. Application Rate for Corrosion-Inhibiting Admixture: The application rate for the corrosion-inhibiting admixture shall be in gallons per cubic yard, per the manufacturer's instructions.
- H. Admixtures: Do not use admixtures in concrete unless specified or approved in writing by the Architect.
- I. Mixture Proportions:
 - 1. Proposed design mix(es) for pumped concrete and the pumping equipment shall have been tested under actual field conditions with the maximum horizontal run and vertical lift required for this project.

2.03 JOINTS

- A. Construction joints and other bonded joints:
 - 1. Use an acceptable adhesive applied in accordance with the manufacturer's recommendations;
 - 2. Use an acceptable surface retarder in accordance with manufacturer's recommendations;
 - 3. Roughen the surface in an acceptable manner that exposes the aggregate uniformly and does not leave laitance, loosened particles of aggregate, or damaged concrete at the surface; or
 - 4. Use Portland-cement grout of the same proportions as the mortar in the concrete in an acceptable manner.
- B. Isolation-joint filler materials:
 - 1. Except as otherwise shown on the Drawings, expansion joints shall be as follows:

2. In joints required to receive a sealant, the joint filler shall be 1/2 inch thick and recessed as required to form a caulking slot.
3. In joints not required to receive a sealant, the joint filler shall be 1/2 inch thick and extend through the full cross-section of the concrete.
4. Tool edges of concrete with 1/8 inch radius edging tool.

2.04 PRODUCTION OF CONCRETE

- A. Provide ready-mixed concrete, either central-mixed or truck-mixed, unless otherwise approved in writing by the Architect.
- B. Lightweight Concrete:
 1. Lightweight coarse aggregate shall be presoaked with water a minimum of 24 hours prior to use in a concrete mix to be pumped. Presoaking may be accomplished by suitable sprinkling.
- C. Weather considerations
 1. Provide adequate controls to insure that the temperature of the concrete when placed does not exceed 90 degrees F., and make every effort to place it at a lower temperature. The temperature of the concrete as placed shall not be so high as to cause difficulty from loss of slump, flash set or cold joints. Ingredients may be cooled before mixing by shading the aggregates, fog spraying the coarse aggregate, chilling the mixing water or other approved means. Mixing water may be chilled with flake ice or well-crushed ice of a size that will melt completely during mixing, providing the water equivalent of the ice is calculated into the total amount of mixing water.
- D. Protect concrete from physical damage or reduced strength due to weather extremes during mixing, placement and curing.
 1. When air temperature is between 85 degrees F (30 degrees C) and 90 degrees F (32 degrees C), reduce mixing and delivery time from 1 1/2 hours to 75 minutes, and when air temperature is above 90 degrees F (32 degrees C), reduce mixing and delivery time to 60 minutes.

PART 3 EXECUTION

3.01 EXAMINATION AND PREPARATION

- A. Do not use items of aluminum for mixing, chuting, conveying, forming or finishing concrete, except magnesium alloy tools may be used for finishing.
- B. Check items of aluminum required to be embedded in the concrete and insure that they are coated, painted or otherwise isolated in an approved manner.
- C. Install waterstops in accordance with manufacturer's printed instructions.
- D. Hardened concrete, reinforcement, forms, and earth which will be in contact with fresh concrete shall be free from frost at the time of concrete placement.

- E. Do not deposit concrete in water. Keep excavations free of water by pumping or by other approved methods.
- F. Prior to placement of concrete, remove all hardened concrete spillage and foreign materials from the space to be occupied by the concrete.

3.02 ADMIXTURE ADDITIONS AT THE SITE

- A. Site additions shall be limited to high-range water-reducers, non-chloride accelerators, and corrosion inhibitors. Comply with manufacturers' printed instructions for discharge of admixtures shall be furnished.
- B. High-Range Water-Reducers:
 - 1. Concrete shall arrive at a slump of 2 to 4 inches (50 to 100 mm). Water additions at the Site shall be limited to comply with water-to-cementitious ratio requirements.
 - 2. Following addition of high-range water-reduced concrete, a minimum of 70 revolutions or 5 minutes of mixing shall be completed to assure a consistent mixture.
- C. All concrete with other admixture additions shall mix a minimum of 70 revolutions or 5 minutes to assure a consistent mixture.

3.03 PLACING

- A. Conveying equipment:
 - 1. When pumping concrete, the lubricating mortar for the delivery line shall not be discharged into an area of concrete placement.
 - 2. The inside diameter of the delivery lines for pumped concrete shall be the greater of either a minimum of 5 inches or 3 times the maximum size of coarse aggregate.
- B. Conveying:
 - 1. Operation of truck mixers and agitators and discharge limitations shall conform to the requirements of ASTM C 94.
- C. Depositing:
 - 1. Do not allow concrete to free fall more than 4 feet.

3.04 REPAIRING SURFACE DEFECTS

- A. Repair of surface defects:
 - 1. Finish patched areas to match the texture of the surrounding surface.
- B. Repair of tie holes:
 - 1. The patch mixture shall consist of a mixture of dry-pack mortar, consisting of one part Portland cement to 2-1/2 parts fine aggregate passing a No. 16 mesh sieve, using only enough water as required for placing and handling. For surfaces exposed to view, blend white Portland cement and standard Portland

cement so that, when dry, patching mortar will match surrounding color. Provide test areas at inconspicuous locations to verify mixture and color match before proceeding with patching. Compact mortar in place and strike-off slightly higher than surrounding surface.

3.05 FINISHING FORMED SURFACES

- A. Finish Schedule: Except where indicated otherwise on the Drawings, provide the finishes below:
 - 1. Rough Form Finish for concrete surfaces not exposed to view.
 - 2. Smooth Form Finish for concrete surfaces exposed to view.

3.06 SLABS

- A. Finishing unformed surfaces:
 - 1. Provide monolithic finishes on concrete floors and slabs without the addition of mortar or other filler material. Finish surfaces in true planes, true to line, with particular care taken during screeding to maintain an excess of concrete in front of the screed so as to prevent low spots. Screed and darby concrete to true planes while plastic and before free water rises to the surface. Do not perform finishing operations during the time free water (bleeding) is on the surface.
- B. Finish Schedule: Except where indicated otherwise on the Drawings, provide the finishes below:
 - 1. Floated Finish for:
 - a. Slabs and fill over which waterproofing, roofing, vapor barrier, insulation, terrazzo, or resin bound flooring is required.
- C. Conventional Wet-Cut Saw Cutting
 - 1. Begin saw-cutting as soon as the saw will not dislodge the aggregate or ravel the edge of the saw-cut, but in no case longer than 12 hours after the slab is placed. Saw-cut a minimum of one quarter of the slab depth leaving a clean, sharp edge in the pattern shown on the Contract Documents. Provide sufficient personnel and equipment to complete saw-cutting operations within 18 hours after the slab is placed.

3.07 CURING AND PROTECTION

- A. Hot Weather Concreting: Comply with ACI 305R whenever the atmospheric temperature or the form surface temperature is at or above 90 degrees F, or climatic conditions of wind and/or low humidity will cause premature drying of the concrete.
- B. Curing Temperature: Maintain the temperature of the concrete at 50 degrees F. or above during the curing period. Keep the concrete temperature as uniform as possible and protect from rapid atmospheric temperature changes. Avoid temperature changes in concrete which exceeds 5 degrees F. in any one hour and 50 degrees F. in any 24-hour period.

3.08 CHEMICAL HARDENER (DUSTPROOFING)

- A. Do not apply chemical hardener until concrete has cured the number of days recommended in manufacturer's instructions.
- B. Prepare surfaces and apply chemical hardener in accordance with manufacturer's printed instructions and recommendations.

3.09 FIELD QUALITY CONTROL

- A. Testing Services:
 - 1. 1.6.4.2.e Strength Tests for Pumped Concrete: Prepare strength test specimens and make strength tests from concrete samples obtained at the truck discharge chute and at the end of the pump delivery line in accordance with paragraph 16.3.4.4.
- B. Tests required of Contractor's testing agency:
 - 1. 1.6.3.3.c Make available to the Architect whatever test samples are required to make tests.
- C. Adjustment to Concrete Mixes: Mix design adjustments may be requested by the Contractor when characteristics of materials, job conditions, weather, test results, or other circumstances warrant, at no additional cost to the State and as accepted by the Director. Laboratory test data for revised mix design and strength results must be submitted to and accepted by the Director's Representative before using in the work.
- D. Test results will be reported in writing to the Architect, Ready-Mix Producer, and Contractor within 24 hours after tests. Reports of compressive strength tests shall contain the project identification name and number, date of concrete placement, name of concrete testing service, concrete type and class, location of concrete batch in structure, design compressive strength at 28 days, concrete mix proportions and materials, compressive breaking strength, and type of break for both 7-day tests and 28-day tests.
- E. Nondestructive Testing: Impact hammer, Windsor probe, or other nondestructive device may be permitted but shall not be used as the sole basis for acceptance or rejection.
- F. Additional Tests: The Contractor shall make additional tests of in-place concrete when test results indicate specified concrete strengths and other characteristics have not been attained in the structure, as directed by the specifications. The testing service may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42, or by other methods as directed. Pay for such tests when unacceptable concrete is verified, including all inspection and Engineering fees when non-conforming work is verified will be the responsibility of the Contractor.

END OF SECTION 03 30 00

SECTION 03 54 00 – SELF LEVELING UNDERLAYMENT CONCRETE

PART 1 GENERAL

1.01 RELATED WORK SPECIFIED ELSEWHERE

- A. Epoxy Resin Flooring: Section 09 67 23

1.02 REFERENCES

- A. A polymer-modified cementitious self-leveling resurfacing underlayment for application over smooth or rough and uneven substrates. It can be applied over concrete or any other sound surfaces (Consult Crossfield for application recommendation). SLU-50 is available in natural cement gray. SLU-50 is designed to smooth and flatten floor surfaces before application of carpet, resilient tile, vinyl sheet goods or other refinished composition-flooring systems. SLU-50 is a dry powder, which is mixed with water at the job site. It develops a fluid consistency that is pumped or poured onto the surface and spread into place. It seeks its own level without hand trowling and rapidly sets and hardens.

1.03 SUBMITTALS

- A. Product Data: Manufacturer's catalog sheets, specifications, and installation instructions for each item specified.

1.04 QUALITY ASSURANCE

- A. See Crossfield Products Corp's. Chemical Resistance Guidelines for chemical resistance of a product or system, as well as the types of tests performed.
 1. ASTM C868 Standard Test Method for Chemical Resistance of Protective Lining.
 2. ASTM C267 Standard Test Method for Chemical Resistance of Mortars, Grouts, and Monolithic Surfacing and Polymer Concretes
 3. ASTM D1308 Standard Test Method for Effect of Household Chemicals on Clear and Pigmented Organic Finishes
 4. Crossfield Products Corp. Proprietary Testing

Note: Chemical resistance is a functional test usually limited to changes in weight or thickness measured in loss or gain and does not evaluate subject aesthetic issues. To determine aesthetic issues, Crossfield recommends testing the products or systems in accordance with intended end use.

1.05 DELIVERY AND STORAGE

- A. Deliver materials to the site in original, sealed containers. Do not deliver materials which have exceeded shelf life limitation set forth by the manufacturer.
- B. Comply with manufacturer's printed instructions for storing materials.

1.06 PROJECT CONDITIONS

- A. Environmental Requirements: Comply with the product manufacturer's printed limitations and instructions.

1.07 TEST SAMPLE

- A. Provide field applied 5' x 5' x contract thickness sample of topping.

PART 2 PRODUCTS

2.01 MATERIALS

- A. The following brand names are specified to establish product generic type and standard of quality. Other comparable products in the manufacturer's same product series may be required to closely fit the particular job conditions. Use appropriate product for depth of patch and temperature at time of application. More than one product may be required for a particular type of patching. When choice of color is available, select color to match adjoining concrete. A bonding agent/primer and/or sealer shall be used as recommended by the patching mortar manufacturer.
- B. Cementitious Self-Leveling Topping: Cement Base, Self-Leveling, Dex-O-Tex SLU-50, ardex or equal.
 - 1. Typical Physical Properties at 75 Degrees F (24 Degrees C)
 - A. Compressive Strength ASTM C109
 - 4 hours1,800psi
 - 1 day.....2,800 psi
 - 7 days.....3,500 psi
 - 28 days.....4,200psi
 - B. Tensile Strength ASTM C190.....450 psi
 - C. Flexural Strength ASTM C348.....1,000 psi
 - D. Flammability ASTM E84, Flame Spread.....0
 - Fuel Contribution.....0
 - Smoke Development.....0
 - E. Shrinkage ASTM C157, 7 days.....0.05%
 - F. Flow Rate, Crossfield Lab, (seconds).....24
 - G. Spread, Crossfield Lab, ASTM Calibrator.....21 cm
 - H. Reheal, Crossfield Lab, (minutes).....20+
- C. Cleaning Agent, Bonding Agent/Primer, Sealer: As recommended by the patching mortar manufacturer.
- D. Water: Clean and free of deleterious amounts of acids, alkalis, and organic materials.

PART 3 EXECUTION

3.01 PREPARATION

- A. Protection: Cover or otherwise protect adjacent surfaces not being repaired. Protect mortar after placement in accordance with the product manufacturer's printed instructions.
- B. Surface Preparation: Remove existing flooring coverings and any unsound materials from the existing concrete surfaces, shotblast thoroughly in order or totally remove foreign substances such as wax, grease, oil, dirt, or any other contaminants. Pre-fill deep depressions and block off holes or static non-working cracks found in the floor, which might permit the SLU-50 to flow down and through the concrete substrate
- C. Priming: Prime with Dex-O-Tex Resistite Liquid cut 1 to 1 with clean potable water; apply by brush or short-nap roller. Primer coverage rate should average between 300 sq/ft (27.87M²) to 350sq/ft (3.52 M²) per gallon. Allow primer to set to a slightly tacky state before application of the SLU-50. On more porous surfaces, if the first primecoat is totally absorbed, a second primecoat may be required. The primer should be kept in a slightly tacky state at all times during the installation.
- D. Mixing/Volume: Standard mix is 5 quarts water to one 50 lb. bag SLU-50 Powder. Mix by high-speed (1/2" double insulated 650 rpm) mud or plaster type drill mixer, until uniform which usually takes 2 ½ minutes. Mix can be slightly altered to achieve workability desired. SLU-50 can be installed to feather edge over high point in the 35 sq/ft (3.25 M²) in a thickness of 3/16" (4.76 mm) or approximately 25 sq. ft. (2.32 M²) in a thickness of 1/4" (6.35 mm). Consult Crossfield for recommendations greater than one inch.

3.02 APPLICATION

- A. Pour or pump the SLU-50 material onto the previously primed surface and spread with gage rake set at the desired thickness. Maintain a continuous wet edge. Wear spikes in order to avoid reflective imprints in the surface during application. The SLU-50 will seek its own level. A smoothie trowel is then lightly pulled across the surface to smooth out any surface imperfections and blend the pour line together. (Consult Crossfield for a trowel grade underlayment recommendation when required).

3.03 CURE

- A. After SLU-50 has reached its full set condition, the surface can be lightly screen sanded prior to the subsequent application of finish flooring. Note: SLU-50 should always be covered with a finished floor, it can be sealed, but it is not designed as a wearing surface.

3.04 CLEANING

- A. Cleaning and disinfecting compounds and cleaning techniques can affect the color, gloss, texture and performance of the system. As a precautionary step, Crossfield recommends that the end-user test their cleaning and disinfecting compounds on a sample or on a small, out of the way finished area, utilizing the intended cleaning technique prior to cleaning the entire surface area. If no deleterious effects are observed, the procedure can

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be continued. If the cleaning and disinfecting compounds or cleaning techniques damage the system, modification of the cleaning material or techniques will be required. Contact your Representative for additional information.

- B. Clean- up splatters and droppings.

END OF SECTION 03 54 00

SECTION 05 05 13 - SHOP-APPLIED COATINGS FOR METAL

PART 1 GENERAL

1.01 RELATED WORK SPECIFIED ELSEWHERE

- A. Metal Fabrications: Section 05 50 00.
- B. Painting: Section 09 91 01

1.02 QUALITY ASSURANCE

- A. Reference Standards:
 - 1. American Galvanizers Association (AGA): Protecting Steel for Generations 2002.
 - 2. American Society for Testing and Materials (ASTM):
 - a. D 6386 – 99 Preparation of Zinc (Hot-Dip Galvanized) Coated Iron and Steel Product and Hardware Surfaces for Painting.

1.03 SUBMITTALS

- A. Certification: Furnish Certificates of Compliance with ASTM Specifications, and Standards specified herein. Each certificate shall be signed by Contractor and Galvanizer certifying that steel materials, bolts, nuts, washers, and items of iron and steel hardware conform with specified requirements, and that the galvanizing and paint top coats are in full conformance with these specifications.
 - 1. Operation and Maintenance Data: Deliver 2 copies, covering the installed products, to the Facilities Representative.

1.04 PRODUCT DELIVERY, STORAGE, AND HANLING

- A. Packaging: Of type to prevent damage to galvanized and painted surfaces and distortion of steel materials and components.
- B. Handling and Storage: Conform to ASTM A-123. Protect galvanized materials from damage to zinc coating and paint coating during handling. Space surfaces of galvanized and painted materials to permit free circulation of air, during storage.

1.05 WARRANTY

- A. Provide 20 year warranty against rust and 5 year warranty against coating failure.

PART 2 PRODUCTS

2.01 ZINC FOR GALVANIZING

- A. Conform with ASTM B-6, as specified in ASTM A-123.

2.02 ACCEPTABLE GALVANIZING-SHOP PAINT PROVIDERS

- A. Hubbell Galvanizing, New York Mills, NY 13417, (800) 244-4258, www.hubbellgalvanizing.com.
- B. Duncan Galvanizing, Everett, MA 02149, (800) 638-1011, www.duncangalvanizing.com.
- C. V&S Taunton Galvanizing LLC, Taunton, MA 02780, 508-828-9499, taunton@hotdipgalvanizing.com.
- D. V&S Lebanon Galvanizing LLC, Lebanon, PA 17038, 717-861-7777, lebanon@hotdipgalvanizing.com.

2.03 GALVANIZING

- A. Bolts, nuts, and washers and iron and steel hardware components shall be galvanized in accordance with ASTM A-153. Weight of zinc coating shall conform to the requirements specified under “Weight of Coating” in ASTM A-153. Nuts shall be tapped after galvanizing to diametral amounts specified in ASTM A-563.

2.04 PRESERVATIVE OILS

- A. Do not treat galvanized or passivated surfaces with oils, grease, or chemicals other than those specified.

PART 3 EXECUTION

3.01 FIELD INSPECTION

- A. Inspect installed galvanized materials, fabrications, and assemblies to conform to applicable requirements of AHDGA “Inspection Manual for Hot Dip Galvanized Products”, consisting of visual inspection.

3.02 TOUCH-UP AND REPAIR

- A. Repair damaged galvanized surfaces by the following method:
 - 1. Over wire brushed surface, apply 95 percent (by weight) organic zinc rich paint in accordance with ASTM A 780.
- B. Dry film thickness of applied repair paint to be not less than galvanized coating thickness required by ASTM A-123, A-153 or A-386 as applicable.

END OF SECTION 05 05 13

SECTION 05 50 00 - METAL FABRICATIONS

PART 1 GENERAL

1.01 PRODUCTS FURNISHED BUT NOT INSTALLED UNDER THIS SECTION

- A. Anchor Bolts: Installed under Section 033000 or 033001.
- B. Lag Bolts

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. WOOD NAILERS AND BLOCKING: Section 06 10 53.
- B. ARCHITECTURAL WOOD WORK: Section 06 40 00.

1.03 REFERENCES

- A. Except as shown or specified otherwise, the Work of this Section shall meet the requirements of the following:
 - 1. Design and Fabrication of Cold-Formed Shapes: "Specification for the Design of Cold-Formed Steel Structural Members", by the American Iron and Steel Institute (AISI Specification).
 - 2. Welding: "Structural Welding Code - Steel, AWS D1.1", or "Structural Welding Code - Sheet Steel, AWS D1.3", by the American Welding Society (AWS Codes).
- B. Organizations:
 - 1. AISI: American Iron and Steel Institute, 1140 Connecticut Ave., NW, Suite 705, Washington, D.C. 20036, (202) 452-7100, www.steel.org.
 - 2. AWS: American Welding Society, 550 N.W. LeJeune Rd., Miami, FL 33126, (800) 443-9353, www.aws.org.
 - 3. ANSI: American National Standards Institute, 1819 L Street, NW, 6th Floor, Washington, DC 20036, (202) 293-8020, www.ansi.org.
 - 4. ASME: ASME International, 3 Park Ave., New York, NY 10016-5990, (800) 843-2763, www.asme.org.
 - 5. ASTM: ASTM International, 100 Barr Harbor Dr., PO Box C700, West Conshohocken, PA, 19428-2959, (610) 832-9500, www.astm.org.
 - 6. MPI: The Master Painters Institute Inc., 2808 Ingleton Ave., Burnaby, BC, V5C 6G7, (888) 674-8937, www.specifypaint.com.
 - 7. SSPC: The Society for Protective Coatings, 40 24th Street, 6th Floor, Pittsburgh PA 15222-4656, (877) 281-7772, www.sspc.org.

1.04 SUBMITTALS

- A. Shop Drawings: Show application to project. Furnish setting drawings and templates for installation of bolts and anchors in other Work. Indicate shop and field welds by standard AWS welding symbols in accordance with AWS A2.4.

- B. Product Data: Catalog sheets, specifications, and installation instructions for each fabricated item specified, except submit data for fasteners only when directed.
- C. Shop Drawings
 - 1. Submit Shop Drawings for all Grilles, schluter strips, and adjustable shelving metal brackets. Installation to be coordinated with field conditions, adjacent materials installation. Sizes will vary.
- D. Manufacturer's Data
 - Submit manufacturers catalog data:
 - 1. Schluter Strips

1.05 DELIVERY AND STORAGE

- A. Coordinate delivery of items to be built into other construction to avoid delay.
- B. Promptly cover and protect steel items delivered to the Site.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Steel Shapes, Plates, and Bars: ASTM A 36.
- B. Steel Plates to be Cold-Formed: ASTM A 283, Grade C.
- C. Steel Bars and Bar-Size Shapes: ASTM A 675, Grade 70; or ASTM A 36.
- D. Cold-Finished Steel Bars: ASTM A 108, grade as selected by fabricator.
- E. Steel Tubing: Hot-formed, welded or seamless, structural tubing; ASTM A 501.
- F. Cold-Drawn Steel Tubing: ASTM A 512, buttwelded, cold-finished carbon steel tubing, sink drawn and stress relieved.
- G. Cast Iron Castings: ASTM A 48, gray iron castings, Class 30.
- H. Steel Pipe: ASTM A 53, type as selected, Grade A; black finish unless galvanizing is required; standard weight (Schedule 40), unless otherwise shown or specified.
- I. Anchors: Except where shown or specified, select anchors of type, size, style, grade, and class required for secure installation of metal fabrications. For exterior use and where built into exterior walls, anchors shall be galvanized or of corrosive-resistant materials.
 - 1. Expansion Anchors: Anchor bolt and sleeve assembly of material indicated below with capability to sustain, without failure, a load equal to

six times the load imposed when installed in unit masonry and equal to four times the load imposed when installed in concrete, as determined by testing per ASTM E 488, conducted by a qualified independent test agency.

- a. Carbon Steel: Zinc-Plated; ASTM B 633, Class Fe/Zn 5.
- b. Stainless Steel: Bolts, Alloy Group 1 or 2; ASTM F593, Nuts; ASTM F 594.

- J. Fasteners: Except where shown or specified, select fasteners of type, size, style, grade, and class required for secure installation of metal fabrications. For exterior use and where built into exterior walls, fasteners shall be galvanized.
 1. Standard Bolts and Nuts: ASTM A 307, Grade A, regular hexagon head.
 2. Stainless Steel Fasteners: ASTM A 666; Type 302/304 for interior Work; Type 316 for exterior Work; Phillips flathead (countersunk) screws and bolts for exposed Work unless otherwise specified.
 3. Eyebolts: ASTM A 489.
 4. Machine Bolts: ASME B18.5 or ASME B18.9, Type, Class, and Form as required.
 5. Machine Screws: ASME B18.6.3.
 6. Lag Screws: ASME B18.2.1.
 7. Wood Screws: Flat head, ASME B18.6.1.
 8. Plain Washers: Round, ASME B18.22.1.
 9. Lock Washers: Helical, spring type, ASME B18.21.1.
 10. Toggle Bolts: Spring Wing Type; Wing AISI 1010, Trunion Nut AISI1010 or Zamac Alloy, Bolt Carbon Steel ANSI B18.6.3.
- K. Shop Paint (General): Universal shop primer; fast-curing, lead- and chromate-free, universal modified-alkyd primer complying with MPI#79 and compatible with topcoat.
 1. Use primer containing pigments that make it easily distinguishable from zinc-rich primer.
- L. Shop Paint for Galvanized Steel: Epoxy zinc-rich primer; complying with MPI#20 and compatible with topcoat.
- M. Galvanizing Repair Paint: High-zinc-dust-content paint complying with SSPC-Paint 20 and compatible with paints specified to be used over it.
- N. Bituminous Paint: Cold-applied asphalt emulsion complying with ASTM D 1187.
- O. Schluter Strips: Schluter-Quadec profile, with stainless steel finish

2.02 MISCELLANEOUS FRAMING AND SUPPORTS

- A. Fabricate metal framing and supports to support related items required by the Work. Fabricate of welded construction unless otherwise indicated. Preassemble to largest extent possible, off site.

- B. When required to be built into other Work, equip units with integral anchors spaced not more than 24 inches on center.

2.03 MISCELLANEOUS STEEL TRIM

- A. Fabricate trim of shapes, sizes, and profiles shown, with continuously welded joints and ground smooth exposed edges, unless otherwise indicated or approved. Use concealed field splices wherever possible. Furnish necessary cutouts, fittings, and anchorages.

2.04 LOOSE BEARING PLATES

- A. Steel plates fabricated flat, free from warp or twist, and of required thickness and bearing area. Drill plates as required for anchor bolts and for grouting access. Furnish bearing plates where shown and where required for steel items bearing on masonry or concrete construction.

2.05 FABRICATION

- A. Use materials of size and thickness indicated. If not indicated, use material of required size and thickness to produce adequate strength and durability for the intended use of the finished product. Furnish suitable, compatible anchors and fasteners to support assembly.
- B. Fabricate items to be exposed to view of material entirely free of surface blemish, including pitting, seam marks, roller marks, rolled trade names, and roughness. Remove surface blemishes by grinding or by welding and grinding prior to cleaning, treating, and finishing. Ease exposed edges to a radius of approximately 1/32 inch unless otherwise shown.
- C. Joints: Fabricate accurately for close fit. Weld exposed joints continuously unless otherwise indicated or approved. Dress exposed welds flush and smooth.
- D. Connections: Form exposed connections with flush, smooth, hairline joints. Use concealed fasteners wherever possible. Use Phillips flathead (countersunk) bolts or screws for exposed fasteners, unless otherwise shown or specified.
 - 1. Furnish flat washer under connections requiring raised bolt heads.
 - 2. Furnish lock washer under nuts when through-bolting occurs.
- E. Punch, reinforce, drill, and tap metal Work as required to receive hardware and other appurtenant items.
- F. Galvanizing:
 - 1. Unless otherwise specified or noted, items indicated to be galvanized shall receive a zinc coating by the hot-dip process, after fabrication, complying with the following:
 - a. ASTM A 153 for iron and steel hardware.
- G. Shop Painting:

1. Cleaning Steel: Thoroughly clean all steel surfaces. Remove oil, grease, and similar contaminants in accordance with SSPC SP-1 "Solvent Cleaning". Remove loose mill scale, loose rust, weld slag and spatter, and other detrimental material in accordance with SSPC SP-2 "Hand Tool Cleaning", SSPC SP-3 "Power Tool Cleaning", or SSPC SP-7 "Brush-Off Blast Cleaning".
2. Apply one coat of shop paint to all steel surfaces except as follows:
 - a. Do not shop paint steel surfaces to be field welded.
 - b. Apply 2 coats of shop paint, before assembly, to steel surfaces inaccessible after assembly or erection. Paint color to be determined by Architects.
3. Apply paint and compound on dry surfaces in accordance with the manufacturer's printed instructions, and to the following minimum thickness per coat:
 - a. Shop Paint (General): 4.0 mils wet film.
 - b. Cold Galvanizing Compound: 2.0 mils dry film.

2.06 MANUFACTURERS

A. Schluter Strips:

1. Schluter Systems LP
194 Pleasant Ridge Road
Plattsburgh, NY 12901-5841
1-800-472-4588
www.schluter.com

B. Or Approved equal

PART 3 EXECUTION

3.01 PREPARATION

- A. Temporarily brace and secure items which are to be built into concrete, masonry, or similar construction.
- B. Isolate non-ferrous metal surfaces to be permanently fastened in contact with ferrous metal surfaces, concrete, or masonry by coating non-ferrous metal surface with bituminous mastic, prior to installation.

3.02 INSTALLATION

- A. Fit and set fabricated metal Work accurately in location, alignment, and elevation. Securely fasten in place. Cut off exposed threaded portion of bolts flush with nut.
- B. Set loose items on cleaned bearing surfaces, using wedges or other adjustments as required. Solidly pack open spaces with bedding mortar or grout.

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- C. Attached Work: Fasten to concrete and solid masonry with expansion anchors and to hollow masonry with toggle bolts in cells, unless otherwise indicated. Drill holes for fasteners to exact required size using power tools.

END OF SECTION 05 50 00

06 10 00 - ROUGH CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions shall apply to the Work of this section.

1.2 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.

1.3 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).

1.4 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.

1.5 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.

1.6 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.

1.7 PROJECT CONDITIONS

- A. Correlate location of supporting members to allow proper attachment of other Work.

PART 2 - PRODUCT

2.1 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.

2.2 MISCELLANEOUS MATERIALS

- A. Adhesive:
APA Specification AFG-01.

2.3 FIRE-RETARDANT TREATMENT

- A. All lumber is to be fire-retardant treated, provide "FR-S" lumber, complying with AWWA 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

3.1 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.

3.2 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.

3.3 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".

3.4 PLYWOOD APPLICATIONS

- A. Comply with printed installation requirements of the APA Design Construction Guide for plywood application unless otherwise noted.

3.5 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

SECTION 06 10 53 - WOOD NAILERS AND BLOCKING

PART 1 GENERAL

1.01 RELATED WORK SPECIFIED ELSEWHERE

- A. Architectural Woodwork: Section 06 40 00
- B. Non-Loading Bearing Framing and Furring: Section 09 22 13
- C. Toilet Compartments: Section 10 21 00
- D. Toilet and Bath Accessories: Section 10 28 00
- E. Electric Hand Dryer: Section 10 28 14

1.02 QUALITY ASSURANCE

- A. Mill and Producer's Stamp: Each piece of lumber shall bear a stamp indicating type, grade, mill, and grading agency.
 - 1. Pressure treated wood shall bear a stamp or tag indicating the name of the treating company, year treated, preservative used, the level of treatment, intended use (appropriate AWWPA Standard), and logo of inspecting company.

1.03 STORAGE

- A. Store lumber a minimum of 6 inches off the ground, in a dry, well-ventilated place, protected from the weather.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Lumber: "Standard" Grade Douglas Fir, Hem-Fir, White Pine, Southern Pine, or Spruce-Pine-Fir pressure preservative treated in accordance with the American Wood Preservers Association (AWPA) Standard U1, Commodity Specification A for the requirements listed under Use Category UC2 and kiln dried to 19 percent moisture content after treatment.
 - 1. Use Category UCFA and UCFB: Wood nailers and blocking intended for fire protection and is used in either interior weather protected (UCFA) or exterior construction, exposed to weather (UCFB).
- B. Nails, Screws, and Bolts: ASTM A653 Class G185 hot dipped galvanized, zinc or cadmium plated, or silicon bronze.
 - 1. Screws and Bolts for fastening to Aluminum: Stainless steel, Type 304 or 316.

- C. Expansion Anchors: G185 Hot dipped galvanized steel wedge anchors, FS FF-S-325, Group II, Type 4, Class 1.
- D. Toggle Bolts: Cadmium or zinc plated tumble - wing type; FS FF-B-588.
- E. Self Threading Masonry Screws: Zinc Plated; "Tapcon" by Elco Industries, Inc., 1111 Samuelson Rd., PO Box 7009, Rockford, IL 61125-7009, (815) 397-5151.
- F. Separation Membrane For Aluminum Metals: Self adhering, self sealing, rubberized asphalt sheet membrane.
 - 1. Physical Properties:
 - a. Thickness: 40 mils minimum ASTM D 3767 Method A.
 - b. Tensile strength: 250 psi ASTM D 412.
 - c. Elongation (ultimate failure of the rubberized asphalt) 250% ASTM D 412 Die C Modified).
 - d. Permeance: 0.05 Perms max.) ASTM E 96.
 - 2. "Ice And Water Shield" by W.R. Grace Co., 62 Whittemore Ave., Cambridge, MA 02140, (800) 354-5414; "Deck Guard" by Polyguard Products Inc., P.O. Box 755, Ennis, TX 75120, (800) 541-4994; "MetalSeal" by NEI Advanced Composite Technology, 50 Pine Road, Brentwood, NH, (800) 998-4634.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install nailers and blocking true to line and plane within a tolerance of 1/8 inch in 10 feet.
- B. Fit joints neatly with no more than 1/16 inch space between abutting members.
- C. Do not install nailers or blocking across bonding expansion joints.
- D. Attach nailers and blocking securely as required to properly support the items that will be attached to them.
- E. Space fasteners equally at not more than 16 inches on center and 4 inches from each end of each member, unless noted otherwise. Secure the nailers and blocking with the following types of fasteners:
 - 1. To Cast-In-Place Concrete, Solid Concrete Masonry Units, and Brick: Use expansion anchors or self-threading masonry screws.
 - 2. To Faces of Hollow Concrete Masonry Units: Use toggle bolts.
 - 3. To Tops of Hollow Concrete Masonry Units: Use anchor bolts extending to course below, embedded in 3000 psi concrete filled cores.
 - 4. To Wood: Use nails or screws.
 - 5. To Metal: Use bolts or self-tapping screws.
- F. Countersink fasteners if they interfere with the proper installation of items to be attached to the nailers and blocking.

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END OF SECTION 06 10 53

WOOD NAILERS AND BLOCKING 06 10 53 - 3

SECTION 06 40 00 - ARCHITECTURAL WOODWORK

PART 1 GENERAL

1.01 RELATED WORK SPECIFIED ELSEWHERE

- A. Rough Carpentry: Section 06 10 00.
- B. Solid Surface Fabrications: Section 06 61 16.

1.02 REFERENCES

- A. Comply with the applicable provisions of the "Architectural Woodwork Standards" (First Edition-2009) (AWS) except as otherwise specified herein. References to "Premium", "Custom", and "Economy" Grades herein, shall be as defined in that Standard.

1.03 SUBMITTALS

- A. Shop Drawings: Show fabrication details and connections to adjacent Work.
- B. Product Data: Manufacturers' catalog sheets, specifications, and installation instructions for solid phenolic countertops and hardware items.
- C. Samples:
 - 1. Corian Countertop or equal – 3” square
 - 2. Wood Benches” 3” x 6” of wood specified, eucalyptus or Burmese teak.

PART 2 PRODUCTS

2.01 COUNTERTOPS

- A. Comply with AWS Sections 10 and 11 except as otherwise specified herein.
- B. Countertops: Custom Grade with Solid Surface acyclic polymer, including backsplash and end splash if shown.
 - 1. Finish exposed edges and ends of countertops

2.02 HARDWARE

- A. Provide hardware as required for architectural woodwork, including miscellaneous items. Provide matte chrome finish (US26D), or nearest match available, except as otherwise indicated. Use marine grade stainless steel for benches located in shower areas.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install the Work of this Section in strict accordance with the manufacturer's printed instructions and approved shop drawings (if any).
- B. Fit joints neatly and accurately with adjoining surfaces in same plane. Maintain field joint tolerances equal to those specified in AWS Standards.
- C. Fastening:
 - 1. Use concealed fasteners for work to receive transparent finish.
 - 2. Fasten assembled items together securely.
 - 3. Fasten items securely to supporting surfaces.
 - 4. Set exposed nails for putty stopping.
 - 5. Plug with wood top countersunk screws in exposed-to-view surfaces on benches.
 - 6. Perform gluing operations in such a manner that the glued surfaces will be in close contact throughout, firmly cemented together and with joints as nearly invisible as possible.

END OF SECTION 06 40 00

SECTION 06 61 16 - SOLID SURFACE FABRICATIONS

PART 1 GENERAL

1.01 RELATED WORK SPECIFIED ELSEWHERE

- A. Metal Fabrications: Section 05 50 00
- B. Wood Nailers and Blocking: Section 06 10 53
- C. Architectural Woodwork: Section 06 40 00
- D. Joint Sealants: Section 07 92 00

1.02 SUMMARY

- A. This Section includes the following horizontal and trim solid surface product types:
 - 1. Lavatory Countertops with sinks
 - 2. Backsplashes

1.03 DEFINITION

- A. Solid surface is defined as nonporous, homogeneous material maintaining the same composition throughout the part with a composition of acrylic polymer, aluminum trihydrate filler and pigment.

1.04 SUBMITTALS

- A. Product data:
 - 1. For each type of product indicated.
 - 2. Product data for the following:
 - a. Chemical-resistant tops
- B. Shop drawings:
 - 1. Show location of each item, dimensioned plans and elevations, large-scale details, attachment devices and other components.
 - a. Show full-size details, edge details, thermoforming requirements, attachments, etc.
 - b. Show locations and sizes of furring, blocking, including concealed blocking and reinforcement specified in other Sections.
 - c. Show locations and sizes of cutouts and holes for plumbing fixtures, faucets, soap dispensers, waste receptacle and other items installed in solid surface.
- C. Samples:
 - 1. For each type of product indicated.

- a. Submit minimum of two, 2-inch by 2-inch samples in specified color.
2. Approved samples will be retained as a standard for work.
- D. Product data:
 1. Indicate product description, fabrication information and compliance with specified performance requirements.
- E. Product certificates:
 1. For each type of product, signed by product manufacturer.
- F. Fabricator/installer qualifications:
 1. Provide copy of certification number.
- G. Maintenance data:
 1. Submit manufacturer's care and maintenance data, including repair and cleaning instructions.
 - a. Maintenance kit for finishes shall be submitted.
 2. Include in project closeout documents.

1.5 QUALITY ASSURANCE

- A. Qualifications:
 1. Shop that employs skilled workers who custom fabricate products similar to those required for this project and whose products have a record of successful in-service performance.
- B. Fabricator/installer qualifications:
 1. Work of this section shall be by a certified fabricator/installer, certified in writing by the manufacturer.
- C. Applicable standards:
 1. Standards of the following, as referenced herein:
 - a. American National Standards Institute (ANSI)
 - b. American Society for Testing and Materials (ASTM)
 - c. National Electrical Manufacturers Association (NEMA)
 - d. NSF International
 2. Fire test response characteristics:
 - a. Provide with the following Class A (Class I) surface burning characteristics as determined by testing identical products per UL 723 (ASTM E84) or another testing and inspecting agency acceptable to authorities having jurisdiction:
 - 1) Flame Spread Index: 25 or less.
 - 2) Smoke Developed Index: 450 or less.
- D. Coordination Drawings.
 1. Project-specific information, drawn accurately to scale.
 2. Do not base coordination drawings on reproductions of the contract documents or standard printed data.

3. Indicate dimensions shown on the contract drawings and make specific note of dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements.
4. Provide alternate sketches to designer for resolution of such conflicts.
 - 1) Minor dimension changes and difficult installations will not be considered changes to the contract.

1.06 DELIVERY, STORAGE AND HANDLING

- A. Deliver no components to project site until areas are ready for installation.
- B. Store components indoors prior to installation.
- C. Handle materials to prevent damage to finished surfaces.
 1. Provide protective coverings to prevent physical damage or staining following installation for duration of project.

1.07 WARRANTY

- A. Provide manufacturer's warranty against defects in materials.
 1. Warranty shall provide material and labor to repair or replace defective materials.
 2. Damage caused by physical or chemical abuse or damage from excessive heat will not be warranted.

1.08 MAINTENANCE

- A. Provide maintenance requirements as specified by the manufacturer.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Manufacturers:
 1. Subject to compliance with requirements, provide products by:
 - a. Formica
 - b. Corian
 - c. Wilson Art
 - d. or equal

2.02 MATERIALS

- A. Solid polymer components
 1. Cast, nonporous, filled polymer, not coated, laminated or of composite construction with through body colors meeting ANSI Z124.3 or ANSI Z124.6, having minimum physical and performance properties specified.
 2. Superficial damage to a depth of 0.010 inch (.25 mm) shall be repairable by sanding and/or polishing.
- B. Thickness:
 1. 1/2 inch
- C. Edge treatment:
 1. Square

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D. Color:
1. Gray Onyx

E. Backsplash:
1. Applied

F. Sidesplash:
1. None

G. Performance characteristics:

Property	Typical Result	Test
Tensile Strength	6,000 psi	ASTM D 638
Tensile Modulus	1.5×10^{-6} psi	ASTM D 638
Tensile Elongation	0.4% min.	ASTM D 638
Flexural Strength	10,000 psi	ASTM D 790
Flexural Modulus	1.2×10^{-6} psi	ASTM D 790
Hardness	>85	Rockwell "M" Scale
	56	ASTM D 785
	Impressor	Barcol
		ASTM D 2583
Thermal Expansion	3.02×10^{-5} in./in./°C (1.80×10^{-5} in./in./°F)	ASTM D 696
Gloss (60° Gardner)	5–75 (matte—highly polished)	ANSI Z124
Light Resistance 2000	(Xenon Arc) No effect	NEMA LD 3-
		Method 3.3
Wear and Cleanability	Passes	ANSI Z124.3 & Z124.6
Stain Resistance: Sheets	Passes	ANSI Z124.3 & Z124.6
Fungus and Bacteria Resistance	Does not support microbial growth	ASTM G21&G22
Boiling Water Resistance 2000	No visible change	NEMA LD 3-
		Method 3.5
High Temperature Resistance 2000	No change	NEMA LD 3-
		Method 3.6
Izod Impact (Notched Specimen)	0.28 ft.-lbs./in. of notch	ASTM D 256 (Method A)
Ball Impact 2000	No fracture—1/2 lb. ball:	NEMA LD 3-
Resistance: Sheets	1/4" slab—36" drop 1/2" slab—144" drop	Method 3.8
Weatherability	$\Delta E^*_{94} < 5$ in 1,000 hrs.	ASTM G 155
Specific Gravity †	1.7	
Water Absorption	Long-term 0.4% (3/4")	ASTM D 570

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Toxicity Protocol	0.6% (1/2") 0.8% (1/4") 99 (solid colors)	Pittsburgh
Flammability	66 (patterned colors) ("LC50" Test) All colors (Class I and Class A)	Test ASTM E 84, NFPA 255 & UL 723
Flame Spread Index	<25	
Smoke Developed Index	<25	

† Approximate weight per square foot: 1/4" (6 mm) 2.2 lbs., 1/2" (12.3 mm) 4.4 lbs.
Shapes meet or exceed the ANSI Z124.3 and ANSI Z124.6 standards for plastic sinks and lavatories.

NEMA results based on the NEMA LD 3-2000

2.03 ACCESSORIES

- A. Joint adhesive:
 - 1. Manufacturer's standard one- or two-part adhesive kit to create inconspicuous, nonporous joints.
- B. Sealant:
 - 1. Manufacturer's standard mildew-resistant, NSF 51-compliant, UL-listed silicone sealant in colors matching components.
- C. Sink/lavatory mounting hardware:
 - 1. Manufacturer's standard bowl clips, panel inserts and fasteners for attachment of undermount sinks/lavatories.
- D. Conductive tape:
 - 1. Manufacturer's standard aluminum foil tape, with required thickness, for use with cutouts near heat sources.
- E. Insulating felt tape:
 - 1. Manufacturer's standard for use with conductive tape in insulating solid surface material from adjacent heat source.

2.04 FACTORY FABRICATION

- A. Shop assembly
 - 1. Fabricate components to greatest extent practical to sizes and shapes indicated, in accordance with approved shop drawings and manufacturer's printed instructions and technical bulletins.
 - 2. Form joints between components using manufacturer's standard joint adhesive without conspicuous joints.
 - 3. Provide factory cutouts for plumbing fittings and bath accessories as indicated on the drawings.
 - 4. Rout and finish component edges with clean, sharp returns.
 - a. Rout cutouts, radii and contours to template.
 - b. Smooth edges.

- c. Repair or reject defective and inaccurate work.

2.05 FINISHES

- A. Select from the manufacturer's standard color chart.
 - 1. Color:
 - a. See finish schedules
- B. Finish:
 - 1. Provide surfaces with a uniform finish.
 - a. Matte; gloss range of 5–20.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Examine substrates and conditions, with fabricator present for compliance with requirements for installation tolerances and other conditions affecting performance of work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Install components plumb, level and rigid, scribed to adjacent finishes, in accordance with approved shop drawings and product data.
 - 1. Provide product in the largest pieces available.
 - 2. Form field joints using manufacturer's recommended adhesive, with joints inconspicuous in finished work.
 - a. Exposed joints/seams shall not be allowed.
 - 3. Reinforce field joints with solid surface strips extending a minimum of 1 inch on either side of the seam with the strip being the same thickness as the top.
 - 4. Cut and finish component edges with clean, sharp returns.
 - 5. Rout radii and contours to template.
 - 6. Anchor securely to base cabinets or other supports.
 - 7. Align adjacent countertops and form seams to comply with manufacturer's written recommendations using adhesive in color to match countertop.
 - 8. Carefully dress joints smooth, remove surface scratches and clean entire surface.
 - 9. Install countertops with no more than 1/8-inch (3 mm) sag, bow or other variation from a straight line.

B. Straight backsplashes:

1. Adhere applied backsplashes to countertops using manufacturer's standard color-matched silicone sealant.

3.03 REPAIR

A. Repair or replace damaged work which cannot be repaired to architect's satisfaction.

3.04 CLEANING AND PROTECTION

- A. Keep components clean during installation.
- B. Remove adhesives, sealants and other stains.

END OF SECTION 06 61 16

SECTION 07 16 13 - CEMENTITIOUS WATERPROOFING

PART 1 GENERAL

1.01 RELATED WORK SPECIFIED ELSEWHERE

- A. 03 11 00 Concrete Form Work
- B. 03 30 00 Cast-in-place Concrete

1.02 SUBMITTALS

- A. Product Data: Catalog sheets, specifications, and application instructions for each material specified.
- B. Samples:
 - 1. Cementitious Coating: One pound of dry powder mix.
 - 2. Acrylic Additive: One quart.
- C. Quality Control Submittals:
 - 1. Test Reports: If requested by the Facility Representation, furnish certified test data issued by an independent testing laboratory, demonstrating that the products submitted comply with the required physical properties.
 - 2. Installers Qualifications Data:
 - a. Submit the names and addresses of 5 previous cementitious waterproofing projects. Include the type and size of each project.
 - b. Submit a letter certifying that the supervisor or foreman and the workers applying the cementitious waterproofing materials have at least 2 years experience in the application of cementitious waterproofing materials.

1.03 QUALITY ASSURANCE

- A. Qualifications:
 - 1. Manufacturer's Qualifications: The manufacturer shall have qualified technical representatives with the technical expertise to advise the Contractor of application procedures required for coating materials under the particular job conditions.
 - 2. Applicator's Qualifications: The person supervising the Work of this Section and the workers applying the cementitious waterproofing shall have had 2 years of experience in the application of cementitious waterproofing coatings and in addition shall have worked on 5 cementitious waterproof coating projects of comparable scope and complexity to the work of this project.
- B. Field Examples:

1. On actual surfaces designated by the facilities Representative, apply a sample application of the cementitious waterproof coating. Apply coating on at least 100 sq ft of surfaces.
2. Sample application accepted by the Facilities Representative will be used as the standard of comparison for the Work.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Storage and Protection:
1. Comply with the manufacturer's printed instructions for material storage requirements.

1.05 PROJECT CONDITIONS

- A. Do not execute the Work of this Section until required restoration of substrate has been completed.
- B. Environmental Requirements:
1. Do not apply materials to surfaces that contain free water or frost.
 2. Do not apply materials when temperature is below 40 degrees F or will fall below 40 degrees within 24 hours.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Cementitious Waterproof Coating: Factory blended and packaged dry powder mix; "Thoroseal" by Thoro/BASF Building System, "Sonoblock" by Sonneborn/BASF Building System, or other material complying with Federal Specification TT-P-0035 and having the following physical properties:
1. Compressive Strength (ASTM C 109): 4000 psi at 7 days, 6000 psi at 28 days.
 2. Tensile Strength (ASTM C 190): 250 psi at 7 days, 425 psi at 28 days.
 3. Flexural Strength (ASTM C 348): 350 psi at 7 days, 1000 psi at 28 days.
 4. Absorption (ASTM C 67): 3.6 percent.
 5. Freeze/Thaw Resistance (ASTM C 666, Method B): No cracking or delaminating after 200 cycles.
 6. Water Vapor Transmission (ASTM E 96, Procedure A): 11.420 grams/meter²/24 hours.
 7. Resistance to Wind-Driven Rain (FS TT-P-0035): No moisture penetration after 8 hours at 98 MPH wind pressure.
 8. Accelerated Weathering (FS TT-P-0035): No checking, cracking, or loss of adhesion after 5000 hours of weatherometer exposure.
 9. Static Test (FS TT-P-0035): No failure after 30 minutes 30 lbs. per sq. ft.
- B. Cementitious Waterproof Plaster Coating: Factory blended and packaged dry powder mix; "Thoroseal Plaster Mix" by Thoro/BASF Building System, "Blockade Finisher" by Merlex Stucco, or other material complying with Federal Specification TT-P-0035 and having the following physical properties:

1. Compressive Strength (ASTM C 109): 4000 psi at 28 days.
 2. Tensile Strength (ASTM C 190): 310 psi at 28 days.
 3. Flexural Strength (ASTM C 348): 900 psi at 28 days.
 4. Absorption (ASTM C 67): 3.38 percent.
 5. Freeze/Thaw Resistance (ASTM C 666, Method B): No cracking or delamination after 300 cycles.
 6. Accelerated Weathering (FS TT-P-0035): No checking, cracking, or loss of adhesion after 5000 hours of weatherometer exposure.
 7. Salt Spray Resistance; 300 hour exposure: No deterioration or loss of adhesion.
- C. Color: As selected by the Architect from manufacture's standard colors.
- D. Acrylic Additive: "Acryl 60" by Thoro/BASF Building System, "Acrylic Additive" by Sonneborn/BASF Building System, or a comparable product recommended by the cementitious coating manufacturer.
- E. Cleaning Agents: Products recommended by the cementitious coating manufacturer for the particular conditions.

PART 3 EXECUTION

3.01 PREPARATION

- A. Protection: Protect adjacent surfaces not required to be coated.
- B. Surface Preparation:
1. Remove all debris, dirt, dust, and other substances that are detrimental to the application of the cementitious waterproofing.
 2. Remove existing paints and coatings. Use cleaning agents and methods recommended by the cementitious coating manufacturer.
 3. Remove laitance and efflorescence with a 10 percent solution of hydrochloric (muriatic) acid, followed by a thorough wash with clean water.

3.02 APPLICATION

- A. Plan the Work with enough workers and scaffolding so breaks in the cementitious coating application are at natural stopping points recommended by the coating manufacturer and approved by the Architect.
- B. Mixing: Follow the cementitious coating manufacturer's recommendations unless otherwise specified.
1. Use clean containers for mixing.
 2. Power mix materials with mechanical mixing equipment.
 3. Mix only the amount of material that can be applied within "open time". Do not re-work set or hardened material; remove such material from the site.

4. Liquid solution shall consist of 3 parts of clean water and 1 part acrylic additive, unless otherwise recommended by the cementitious coating manufacturer for the particular conditions.
 5. Proportion and mix liquid solution and powder in accordance with the cementitious coating manufacturer's recommendations for the application indicated.
- C. Immediately before application, dampen dry surfaces with clean water.
- D. Apply cementitious coating in compliance with the coating manufacturer's recommendations unless otherwise specified.
- E. Cementitious Waterproof Coating:
1. Brush on and evenly distribute a base coat of the mix at the minimum rate of 2 lbs per sq yd. Cure base coat for 24 hours or longer if required by environmental conditions. Apply a finish coat of the mix at the minimum rate of 1 lb per sq yd.
 2. Brush on one even coat of the mix at the minimum rate of 2 lbs per sq yd. Cure for 24 hours, or longer if required by environmental conditions.
 3. Brush apply a base coat of the mix at the minimum rate of 2 lbs per sq yd. Trowel apply a second coat at the minimum rate of 12 lbs per sq yd or sufficient material to bring the surface true and level. After material stiffens, sponge float to an even uniform surface to obtain desired texture.
- F. Cementitious Waterproof Plaster Coating:
1. Trowel, brush, or spray apply a base coat of the mix at the rate of 2 lbs per sq yd. Float or brush out first coat of spray application to fill holes, pores and imperfections before applying a finish coat. Cure for 5 to 7 days before applying finish coat.
 - a. Trowel and Float Finish: Trowel apply second coat firmly, pressing the material into all voids. Sponge float the surface uniformly to a soft sand finish, free of lap marks. Apply mix at approximate rate of 4 to 6 lbs per sq yd on concrete, and 6 to 9 lbs per sq yd on masonry and coarse concrete surfaces.
 - b. Sprayed-on Finish: Spray on an evenly distributed coat of the plaster mix moving the spray nozzle with steady, even strokes. After material has set, double back over the surface with one or more light spray applications to achieve a uniform texture free of air and water bubbles. Apply mix at approximate rate of 5 to 7 lbs per sq yd on concrete and 6 to 9 lbs per sq yd on masonry and coarse concrete surfaces.
- G. Apply minimum total coating thickness of 1/8 inch, or coating thickness(es) indicated on the Drawings.
- H. Curing: If rapid drying occurs, spray the finished surface with a water mist as required to keep the surface damp. Water mist for the period of time recommended by the cementitious coating manufacturer.

3.03 CLEANING

- A. Clean adjacent surfaces that have been soiled or defaced by the execution of this Work.
- B. Remove protective covers.

END OF SECTION 07 16 13

SECTION 07 20 12 – MISCELLANEOUS BUILDING INSULATION

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. Provide building insulation in the chase wall and/or any wall on the exterior which is opened.

1.2 SUSTAINABILITY REQUIREMENTS

- A. The Contractor shall implement practices and procedures to meet the Project's sustainable requirements. The Contractor shall ensure that the requirements related to these goals, as defined in Specification Section 01 74 19 Construction Waste Management, and 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. Meet established minimum post and pre-consumer % recycled content for specified insulation.
 - 2. Documentation of Recycled materials.

1.3 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.
- B. American Society for Testing and Materials (ASTM)
- C. New York City Board of Standards and Appeals (BSA) approvals, or New York City Materials Equipment Acceptance (MEA) approvals.

1.4 SUBMITTALS

- A. Samples
 - 1. Submit 12" x 12" sample of each type of insulation.
 - 2. Sample shall clearly indicate manufacturer's label and material designation.
- B. Manufacturer's Catalog Information
Provide current manufacturers' catalog information and data sheets on each type of insulation furnished.

- C. Sustainable Submittals:
 - 1. Submit Contractor's Sustainable Materials Form with complete information on recycled content for materials provided under the work of this section in accordance with Section 01 74 19 – Construction Waste Management. Include cost of materials and percentage, by weight, of materials that have post-consumer or pre-consumer recycled content for the following:
 - a. Mineral fiber blanket and batt.
 - 2. Submit Contractor's Sustainable Materials Form with complete information on regional content for each mineral fiber insulation provided under the work of this section in accordance with Section 01 74 19 – Construction Waste Management. Include cost of all insulation materials and distance in miles to point of materials extraction and manufacture.
 - 3. Submit documentation of regional materials – product data, mix design information, or manufacturer's statement.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Materials shall be properly identified with manufacturer's name.
- B. Store materials on the site in a dry area protected from the weather.
- C. Do not leave exposed in areas where traffic might cause mechanical damage to product.

PART 2 – PRODUCTS

2.1 MANUFACTURER

- A. Dow Chemical U.S.A
- B. UC Industries, Inc.
- C. Thermafiber Corporation
- D. Owens – Corning
- E. CertainTeed
- F. Roxul, Inc.

2.2 MATERIALS

- A. Mineral Fiber Blanket or Batt (ASTM C665)
 - 1. Foil-backed insulation: Type III, Class A. Density: 3 lbs./cubic foot minimum.
 - 2. Blanket and batt insulation units shall be manufactured with a minimum of 20% of pre-consumer content materials.
 - 3. Fungi Resistance: Insulation and facing shall be fungi resistant when tested in accordance with ASTM C1338-00

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that surfaces are free of defects or protrusions and ready to receive insulation. Do not begin installation until defects are remedied.

3.2 INSTALLATION

- A. Install insulation as shown on Drawings and in accordance with manufacturer's instructions.
- B. Butt units tightly.
- C. Shape insulation around obstructions by means of saw, knife, or other sharp tool.

END OF SECTION 07 20 12

SECTION 07 84 00 - FIRESTOPPING

PART 1 GENERAL

1.01 REFERENCES

- A. UL 263 Fire Tests of Building Construction and Materials.
- B. UL 1479 Fire Tests of Through-Penetration Firestops.
- C. UL 2079 Standard for Safety Tests for Fire Resistance of Building Joint Systems.
- D. ASTM E 119 Methods of Fire Tests of Building Construction and Materials.
- E. ASTM E 814 Method of Fire Tests of Through-Penetration Fire Stops.

1.02 DEFINITIONS

- A. UL Fire Resistance Directory: Product directory published yearly, with supplements, by Underwriters Laboratories Inc., containing listings and classifications in effect as of the published date for product categories covered by UL.
- B. Inchcape Directory of Listed Products: Product directory published yearly by Inchcape Testing Services containing listings which reflect certifications granted for materials, products, systems and equipment which have been tested by Inchcape Testing Services to recognized governing standards.
- C. Omega Point Laboratories Listings Directory: Product Directory published yearly by Omega Point Laboratories, Inc. containing listed building products, materials, and assemblies which have been tested by Omega Point Laboratories to recognized governing standards.
- D. Factory Mutual Approval Guide: Product directory published yearly, with supplements, by Factory Mutual Research Corp., containing listed building products, materials, and assemblies which have been tested by Factory Mutual Research Corp., to recognized governing standards.
- E. F Rating: Prohibits flame passage through the system and requires acceptable hose stream test performance.
- F. T Rating: Prohibits flame passage through the system and requires the maximum temperature rise on the unexposed surface of the wall or floor assembly, on the penetrating item and on the fill material not to exceed 325 degrees F above ambient, and requires acceptable hose stream test performance.
- G. Company Field Advisor: An employee of the Company which lists and markets the primary components of the system under their name who is certified in

writing by the Company to be technically qualified in design, installation, and servicing of the required products or an employee of an organization certified by the foregoing Company to be technically qualified in design, installation and servicing of the required products. Personnel involved solely in sales do not qualify.

1.03 DESIGN REQUIREMENTS

- A. Devices and materials shall meet the hourly fire resistance ratings required by the Project as determined by UL 263, UL 1479, UL 2079, ASTM E 119 or ASTM E 814 and be listed and detailed in the UL Fire Resistance Directory, Inchcape Directory of Listed Products, Factory Mutual Approval Guide, or the Omega Point Laboratories Listings Directory.
 - 1. Exception: Where no listed designs exist that meet the requirements of a specific project condition, submit details and manufacturer's written recommendations for a design meeting the requirements. Include evidence of engineering judgment and extrapolation from listed designs.

1.04 SUBMITTALS

- A. Submittals Package: Submit the following items specified below the same time as a package:
 - 1. Product Data.
 - 2. Samples.
 - 3. Quality Control Submittals.
 - 4. Firestop Schedule.
- B. Product Data: Catalog sheets, specifications and installation instructions for each firestop device and material.
 - 1. Indicate design number for each firestop proposed to be used which is detailed in the UL Fire Resistance Directory, Inchcape Directory of Listed Products, Factory Mutual Approval Guide, or the Omega Point Laboratories Listings Directory.
 - 2. State the specific locations where each firestop system is proposed to be installed.
- C. Samples: One of each product if requested.
- D. Quality Control Submittals:
 - 1. Design Data: Show details and include engineering information and manufacturer's written recommendations required under Design Requirements Article for each proposed firestop if other than a design detailed in the UL Fire Resistance Directory, Inchcape Directory of Listed Products, Factory Mutual Approval Guide, or the Omega Point Laboratories Listings Directory.
 - a. State the specific locations where each firestop is proposed to be installed.

2. Installer's Qualifications Data:
 - a. Name of each person who will be performing the Work and their employer's name, business address and telephone number.
 - b. Names and addresses of 3 similar projects that each person has worked on during the past 5 years.
 3. Company Field Advisor Data:
 - a. Name, business address and telephone number of Company Field Advisor secured for the required services.
 - b. Certified statement from the Company listing the qualifications of the Company Field Advisor, and listing of services and each product specifically listed for this Project for which Company Field Advisor is given authorization by the Company to render advice.
- E. Firestop Schedule: Submit schedule itemizing the following:
1. Manufacturer's product reference numbers and/or drawing numbers.
 2. UL, Inchcape Testing Services, Factory Mutual Research Corp., or Omega Point Lab design number.
 3. Location of firestop material.
 4. Penetrating Item Description/Limits: Material, size, insulated or uninsulated, and combustibility.
 5. Maximum allowable annular space or maximum size opening.
 6. Wall type construction.
 7. Floor type construction.
 8. Hourly Fire resistance rating of wall or floor.
 9. F rating.
 10. T rating, if available.

NOTE: Firestop Schedule is for information only, and will not be acted on for approval. Refer to Sample Firestop Schedule bound in Appendix.

1.05 QUALITY ASSURANCE

- A. Installer Qualifications: The persons installing the firestopping and their supervisor shall be personally experienced in firestop work and shall have been regularly employed by a company installing firestopping for a minimum of 3 years.
- B. Pre-Installation Conference: Before the firestop work is scheduled to commence, a conference will be called by the Director's Representative at the Site for the purpose of reviewing the Contract Documents and discussing requirements for the Work. The conference shall be attended by related trade Contractors (if any), their qualified firestopping installers, and associated firestopping manufacturer's Company Field Advisors.
- C. Container/Package Labels: Include manufacturer's name and identifying product number, date of manufacturer, lot number, shelf life (if applicable), qualified

testing and inspecting agency classification marking, curing time, and mixing instructions for multi-component materials.

- D. Company Field Advisor: Secure the services of a Company Field Advisor for the following:
 - 1. Render advice regarding suitability of firestopping materials and methods.
 - 2. Assist in completing firestop schedule.
 - 3. Attend pre-installation conference.

- E. Field-Constructed Sample Installations: Prior to installing firestopping, erect sample installations for each type through-penetration firestop system indicated in the Firestop Schedule to verify selections made and to establish standard of quality and performance by which the firestopping work will be judged.
 - 1. Build sample installations to comply with the following requirements, using materials indicated for final installations.
 - a. Locate sample installations on site at locations where directed.
 - b. Obtain Director's Representative's acceptance of sample installations before start of firestopping installation.
 - c. Retain and maintain sample installations during construction in an undisturbed condition.
 - d. Accepted sample installations in an undisturbed condition at time of substantial completion of Project may become part of completed firestopping work.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Deliver firestopping materials to the Site in original, new unopened containers or packages bearing manufacturer's printed labels.

- B. Store and handle firestopping materials to prevent deterioration or damage due to moisture, temperature changes, contaminants, etc.

1.07 PROJECT CONDITIONS

- A. Environmental Requirements:
 - 1. Temperature: Do not install firestopping materials when ambient or substrate temperatures are outside limits permitted by manufacturer of firestopping materials.
 - 2. Humidity and Moisture: Do not install the Work of this Section under conditions that are detrimental to the application, curing, and performance of the materials.
 - 3. Ventilation: Provide sufficient ventilation wherever firestopping materials are installed in enclosed spaces. Follow manufacturer's recommendations.

1.08 SEQUENCING AND SCHEDULING

- A. Leave exposed those firestopping installations that are to be concealed behind other construction until the architect has examined each installation.

PART 2 PRODUCTS

2.01 FIRESTOPPING-GENERAL

- A. Through-Penetration Firestop Devices, Forming Materials, And Fill, Void or Cavity Materials: As listed in the UL Fire Resistance Directory, Inchcape Directory of Listed Products, Factory Mutual Approval Guide, or the Omega Point Laboratories Listings Directory.
 - 1. For firestopping exposed to moisture, furnish products that do not deteriorate when exposed to this condition.
 - 2. For firestopping systems exposed to view, furnish products with flame-spread values of less than 25 and smoke developed values less than 50, as determined per ASTM E 84.
 - 3. For penetrations for piping services below ambient temperature, furnish moisture-resistant through-penetration firestop systems.
 - 4. For penetrations involving insulated piping, furnish through-penetration firestop systems not requiring removal of insulation.
- B. Accessories: Components required to install fill materials as recommended by the firestopping manufacturer for particular approved fire rated system.
- C. Identification Labels:
 - 1. Furnished by fire stopping manufacturer of suitable material for permanent field identification of through-penetration firestops.
 - 2. Identify the following:
 - a. "WARNING - FIRESTOP MATERIAL".
 - b. Company Name.
 - c. Product Catalog number.
 - d. F rating.
 - e. T rating, if available.
 - 3. Field fabricated labels are not acceptable.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Examine existing through-penetrations of floors, walls, partitions, ceilings and roofs in the Work areas.
- B. Examine existing junctures, control joints, and expansion joints in the Work areas.
- C. Where firestopping is missing or not intact, submit a written report to the Director's Representative describing the existing conditions.

3.02 PREPARATION

- A. Clean out openings immediately before installation of through-penetration firestopping. Comply with recommendations of firestopping manufacturer and the following requirements:
 - 1. Remove foreign materials from surfaces of openings, and from penetrating items that could interfere with adhesion of firestopping.
 - 2. Clean opening and penetrating items to produce clean, sound surfaces capable of developing optimum bond with firestopping. Remove loose particles remaining from cleaning operation.
 - 3. Remove laitance and form release agents from concrete.

- B. Clean out openings, and juncture, control, and expansion joints immediately before installation of firestopping. Comply with recommendations of firestopping manufacturer and the following requirements:
 - 1. Remove foreign materials from surfaces of openings and joint substrates, and from penetrating items that could interfere with adhesion of firestopping.
 - 2. Clean opening joint substrates to produce clean, sound surfaces capable of developing optimum bond with firestopping. Remove loose particles remaining from cleaning operation.
 - 3. Remove laitance and form release agents from concrete.

- C. Protection:
 - 1. Protect surfaces adjacent to through-penetration firestops with non-staining removable masking tape or other suitable covering to prevent firestopping from contacting adjoining surfaces that will remain exposed upon completion of Work and that would otherwise be permanently stained or damaged by such contact or that would be caused by cleaning methods used to remove smears from firestopping materials.

- D. Substrate Priming:
 - 1. Prime substrates in accordance with the firestopping manufacturer's printed installation instructions using recommended products and methods.
 - 2. Do not allow primer to spill or migrate onto adjoining exposed surfaces.

INSTALLATION OF THROUGH PENETRATION FIRESTOPS

- A. Use through-penetration firestop devices, forming materials, and fill, void or cavity materials to form through-penetration firestops to prevent the passage of flame, and limit temperature rise of the unexposed surface as detailed in the UL Fire Resistance Directory, Inchcape Directory of Listed Products, Factory Mutual Approval Guide, or the Omega Point Laboratories Listings Directory.
 - 1. Where applicable design is not detailed in the Directories, use forming materials and fill, void or cavity material to form through-penetration firestop in accordance with approved printed details and installation

- instructions from the company producing the forming materials and fill, void or cavity material.
2. If the construction type(s) of the building cannot be determined, provide firestopping with fire resistance ratings as specified in the Building Code of New York State, Tables 720.1(1), 720.1(2), 720.1(3), and 302.3.2.
- B. Provide through-penetration firestop systems with F ratings that shall equal or exceed the fire resistance rating of the penetrated building construction.
 - C. Provide through-penetration firestop systems with T ratings, in addition to F ratings, at floors where the following conditions exist:
 1. Where firestop systems protect penetrations located outside the wall cavities.
 2. Where firestop systems protect penetrations located outside fire resistive shaft enclosures.
 3. Through-penetration firestop systems protecting floor penetrations require a T-rating of at least 1 hour, but not less than the required floor fire-resistance rating.
 - D. Firestop through-penetrations of floors, walls, partitions, ceilings, and roofs.
 - E. Firestop through-penetrations associated with the new Work.
 - F. Firestop through-penetration of partitions identified on the Construction Work Drawings as smoke partitions and fire rated assemblies.
 - G. Firestop through-penetrations of floors, walls, partitions, ceilings, and roofs in accordance with the fire resistance rating assigned to the walls, partitions, floors, ceilings, and roofs on the Construction Work Drawings.
 - H. In areas where through-penetration items have been installed before the construction work, firestop the through-penetration items after the construction work has been completed. Furnish drawings or written information to the Construction Work Contractor covering the provisions to be made in the construction work to enable firestopping of the through-penetration items.
 - I. Permanently affix label at each firestop. Use adhesive compatible with surface construction at firestop location.

3.04 INSTALLATION OF JUNCTION, CONTROL, AND EXPANSION JOINT FIRESTOPS

- A. Use joint treatment materials to form firestop to prevent the passage of flame and limit temperature rise of the unexposed surface, as detailed in the UL Fire Resistance Directory, Inchcape Directory of Listed Products, Factory Mutual Approval Guide or the Omega Point Laboratories Listings Directory.
 1. Where applicable design is not detailed in the Directories, use forming materials and fill, void or cavity material to form firestop in accordance with approved printed details and installation instructions from the

company producing the forming materials and fill, void or cavity material.

2. If the construction type(s) of the building cannot be determined, provide firestopping with fire resistance ratings as specified in the Building Code of New York State, Tables 720.1(1), 720.1(2), 720.1(3), and 302.3.2.
- B. Firestop junctures, control joints, and expansion joints.
 - C. Firestop junctures, control joints, and expansion joints associated with the new Work.
 - D. Firestop junctures, control joints, and expansion joints associated with smoke partitions and fire rated construction.
 - E. Permanently affix labels every 10 feet along each firestop. Use adhesive compatible with surface construction at firestop location.

3.05 CLEANING

- A. Clean off excess fill materials and sealants adjacent to penetrations by methods and cleaning materials recommended by manufacturers of firestopping products and of products in which penetrations occur.
- B. Remove masking tape as soon as practical so as not to disturb the firestopping's bond with substrate.
- C. Protect firestopping during and after curing period from contact with contaminating substances, or damage resulting from adjacent Work.
- D. Cut out and remove damaged or deteriorated firestopping immediately, and install new materials as specified in firestop schedule.

END OF SECTION 07 84 00

SECTION 07 92 00 - JOINT SEALERS

PART 1 GENERAL

1.01 RELATED WORK SPECIFIED ELSEWHERE

- A. All plumbing specifications are located on sheet P-001.00 in the construction drawings.
- B. Ceramic Tile: Section 09 30 13

1.02 SUBMITTALS

- A. Product Data: Catalog sheets, color chart, specifications, adhesion/elasticity testing results for specific application, and installation instructions for each product specified except miscellaneous materials.
- B. Samples:
 - 1. Sealants: One pint or standard tube in color to match adjacent surface
 - 2. Joint Fillers: (2) 24 inch long full section, at width of typical application
 - 3. Gaskets: 24 inch long full section, color to match adjacent surface.
 - 4. Joint Primer/Sealer/Conditioners: One pint.
 - 5. Backer Rods: 24 inch long full section.
 - 6. Bond Breaker Tape: 24 inch long full section.
- C. Quality Control Submittals:
 - 1. Installer's Qualifications Data: Affidavit required under Quality Assurance Article.
 - 2. Company Field Advisor Data: Name, business address, and telephone number of Company Field Advisor.

1.03 QUALITY ASSURANCE

- A. Installer's Qualifications: The persons installing the sealants and their supervisor shall be personally experienced in the installation of sealants and shall have been regularly employed by a company engaged in the installation of sealants for a minimum of two years.
 - 1. Furnish to the Director the names and addresses of five similar projects which the foregoing people have worked on during the past two years.
 - 2. Furnish a letter from the sealant manufacturer, stating that the foregoing people are authorized to install the manufacturer's sealant materials and that the manufacturer's specifications are applicable to the requirements of this Project.
- B. 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.
- C. Warranties:
 - 1. Silicone sealants: 20 years Weatherseal Warranty.

2. Polyurethane or Silicone: 5 year Weatherseal Warranty.
3. Sealants for Granite, Marble and Limestone: 20 year Non-Stain Warranty.

1.04 PROJECT CONDITIONS

- A. Environmental Requirements:
 1. Temperature: Unless otherwise approved or recommended in writing by the sealant manufacturer, do not install sealants at temperatures below 40 degrees F or above 85 degrees F for non-silicone sealants and below minus 20 degrees F or above 125 degrees F for silicone sealants.
 2. Humidity and Moisture: Do not install the Work of this section under conditions that are detrimental to the application, curing, and performance of the materials.
 3. 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

2.01 SEALANTS

- A. Type 1C Sealant, any of the following generic types: (for use where movement occurs; i.e. at doors and top of tile wall)
 1. One-part, low- medium modulus silicone sealant: Dow Corning 790, Dow Corning 791, General Electric Silpruf, Pecora 864, Pecora 890, Pecora 890FTS.
 2. One-part, non-sag silicone or polyurethane sealant: Bostik Chem-Calk 900, Bostik Chem-Calk 915, Bostik Chem-Calk 916 Textured, Bostik Chem-Calk 2020, Pecora Dynatrol I, Sika Sikaflex 1a, Sonneborn Sonolastic NP I, or Tremco DyMonic (not SWRI), Dow Corning Contractors Weatherproofing Sealant (CWS), Dow Corning Concrete Sealant (CCS), Pecora 895.
 3. Two-part, non-sag silicone or polyurethane sealant: Bostik Chem-Calk 500 (not SRWI), Pecora Dynatrol II, Dow Corning CWS or CCS.
- B. Type 1D Sealant: (for use in shower, backsplashes and wet areas only) One-part, mildew resistant silicone sealant; Dow Corning 786, Pecora 898 Sanitary Silicone, General Electric Sanitary SCS1700, or Bostik Silicone Rubber Bathroom Caulk.
- C. Pre-formed Sealant: Preformed paintable sealant strips of open cell, compressible urethane foam, saturated with non-drying, non-staining, and non-migrating butylene compound.

- D. Sealant Colors: For exposed materials provide color as selected by the Director from manufacturer's standard colors. For concealed materials, provide the natural color which has the best overall performance characteristics.

2.02 JOINT FILLERS

- A. Self-Expanding Cork Joint Filler: Resilient, non-extruding type pre-molded cork units; ASTM D 1752, Type III.
- B. Cork Joint Filler: Resilient, non-extruding type pre-molded cork units; ASTM D 1752, Type II.

2.03 GASKETS

- A. Hollow Neoprene Gasket: Hollow or compartmentalized neoprene extrusion, designed to withstand compression to 40 percent of normal width without extrusion from joint, and with full recovery; heavy, durable top member, suitable for long-term exposure to weather and traffic, hardness of 55 Shore A; ASTM D 2628.
- B. Adhesive Closed-Cell PVC Gasket: Closed-cell, flexible, self adhesive, non-extruding, polyvinylchloride foam gaskets; ASTM D 1667.

2.04 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

3.01 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.

3.02 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 lacquers, 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.
1. Smooth Edged Joints: For joints between two concrete slabs or where new concrete abuts smooth edged materials use either cork joint filler.
- C. Priming Joint Surfaces:
1. Prime joints other than those above if so recommended by the manufacturer's printed instructions.
 2. Do not allow the primer/sealer to spill or migrate onto adjoining surfaces.

3.03 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 percent. Do not cut or puncture the surface skin of the rod.

3.04 SEALANT INSTALLATION

- A. Except as shown or specified otherwise, install sealants in accordance with the manufacturer's printed instructions.
- B. Install sealants with ratchet hand gun or other approved mechanical gun. Where gun application is impractical, install sealant by knife or by pouring as applicable.
- C. 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.

3.05 FIELD QUALITY CONTROL

- A. Test Samples:
 1. Where directed, for each 1000 linear feet of joint installed, cut out and carefully remove a 6 inch long sample of the undisturbed sealant and joint backer material from the newly installed Work. Remove the

samples in the presence of the Director's Representative who will retain them for evaluating and testing.

2. Reseal cut out areas with the same materials.

3.06 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 08 11 13 - HOLLOW METAL DOORS AND FRAMES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Standard and custom hollow metal doors and frames.
2. Louvers installed in hollow metal doors.

B. Related Sections:

1. Division 08 Section "finish Hardware".
2. Division 09 Sections Painting for field painting hollow metal doors and frames.

C. Codes and References: Comply with the version year adopted by the Authority Having Jurisdiction.

1. ANSI/SDI A250.8 - Recommended Specifications for Standard Steel Doors and Frames.
2. ANSI/SDI A250.4 - Test Procedure and Acceptance Criteria for Physical Endurance for Steel Doors, Frames, Frames Anchors and Hardware Reinforcing.
3. ANSI/SDI A250.6 - Recommended Practice for Hardware Reinforcing on Standard Steel Doors and Frames.
4. ANSI/SDI A250.10 - Test Procedure and Acceptance Criteria for Prime Painted Steel Surfaces for Steel Doors and Frames.
5. ANSI/SDI A250.11 - Recommended Erection Instructions for Steel Frames.
6. ASTM A1008 - Standard Specification for Steel Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy and High-Strength Low-Alloy with Improved Formability.
7. ASTM A653 - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
8. ASTM A924 - Standard Specification for General Requirements for Steel Sheet, Metallic-Coated by the Hot-Dip Process.
9. ASTM C 1363 - Standard Test Method for Thermal Performance of Building Assemblies by Means of a Hot Box Apparatus.
10. ANSI/BHMA A156.115 - Hardware Preparation in Steel Doors and Frames.
11. ANSI/SDI 122 - Installation and Troubleshooting Guide for Standard Steel Doors and Frames.
12. ANSI/NFPA 80 - Standard for Fire Doors and Fire Windows; National Fire Protection Association.
13. ANSI/NFPA 105: Standard for the Installation of Smoke Door Assemblies.

14. NFPA 252 - Standard Methods of Fire Tests of Door Assemblies; National Fire Protection Association.
15. UL 10C - Positive Pressure Fire Tests of Door Assemblies.
16. UL 1784 - Standard for Air Leakage Tests of Door Assemblies.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated. Include construction details, material descriptions, core descriptions, hardware reinforcements, profiles, anchors, fire-resistance rating, and finishes.
- B. Door hardware supplier is to furnish templates, template reference number and/or physical hardware to the steel door and frame supplier in order to prepare the doors and frames to receive the finish hardware items.
- C. Shop Drawings: Include the following:
 1. Elevations of each door design.
 2. Details of doors, including vertical and horizontal edge details and metal thicknesses.
 3. Frame details for each frame type, including dimensioned profiles and metal thicknesses.
 4. Locations of reinforcement and preparations for hardware.
 5. Details of anchorages, joints, field splices, and connections.
 6. Details of accessories.
 7. Details of moldings, removable stops.
 8. Details of conduit and preparations for power, signal, and control systems.
- D. Samples for Verification:
 1. Samples are only required by request of the architect and for manufacturers that are not current members of the Steel Door Institute.

1.4 QUALITY ASSURANCE

- A. Source Limitations: Obtain hollow metal doors and frames through one source from a single manufacturer wherever possible.
- B. Quality Standard: In addition to requirements specified, comply with ANSI/SDI A250.8, latest edition, "Recommended Specifications for Standard Steel Doors and Frames".
- C. Fire-Rated Door Assemblies: Assemblies complying with NFPA 80 that are listed and labeled by a qualified testing agency, for fire-protection ratings indicated, based on testing at positive pressure according to NFPA 252 (neutral pressure at 40" above sill) or UL 10C.
- D. Fire-Rated, Frame Assemblies: Assemblies complying with NFPA 80 that are listed and labeled, by a testing and inspecting agency acceptable to authorities having jurisdiction,

for fire-protection ratings indicated, based on testing according to NFPA 257. Provide labeled glazing material.

- E. Pre-Submittal Conference: Conduct conference in compliance with requirements in Division 01 Section "Project Meetings" with attendance by representatives of Supplier, Installer, and Contractor to review proper methods and procedures for installing hollow metal doors and frames.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver hollow metal work palletized, wrapped, or crated to provide protection during transit and Project site storage. Do not use non-vented plastic.
- B. Deliver welded frames with two removable spreader bars across bottom of frames, tack welded to jambs and mullions.
- C. Store hollow metal work under cover at Project site. Place in stacks of five units maximum in a vertical position with heads up, spaced by blocking, on minimum 4-inch high wood blocking. Do not store in a manner that traps excess humidity.
 - 1. Provide minimum 1/4-inch space between each stacked door to permit air circulation. Door and frames to be stacked in a vertical upright position.

1.6 PROJECT CONDITIONS

- A. Field Measurements: Verify actual dimensions of openings by field measurements before fabrication.

1.7 COORDINATION

- A. Coordinate installation of anchorages for hollow metal frames. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors. Deliver such items to Project site in time for installation.

1.8 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace doors that fail in materials or workmanship within specified warranty period.
- B. Warranty includes installation and finishing that may be required due to repair or replacement of defective doors.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. CECO Door Products.
2. Curries Company.
3. Steelcraft.
4. Or equal.

2.2 MATERIALS

- A. Cold-Rolled Steel Sheet: ASTM A 1008/A 1008M, Commercial Steel (CS), Type B; suitable for exposed applications.
- B. Metallic-Coated Steel Sheet: ASTM A 653/A 653M, Commercial Steel (CS), Type B; with minimum G60 (Z180) or A60 (ZF180) metallic coating.
- C. Frame Anchors: ASTM A 653/A 653M, Commercial Steel (CS), Commercial Steel (CS), Type B; with minimum G60 (Z180) or A60 (ZF180) metallic coating.

2.3 STANDARD HOLLOW METAL DOORS

- A. General: Provide 1-3/4 inch doors of design indicated, not less than thickness indicated; fabricated with smooth surfaces, without visible joints or seams on exposed faces unless otherwise indicated. Comply with ANSI/SDI A250.8.
- B. Interior Doors: Face sheets fabricated of commercial quality cold rolled steel that complies with ASTM A 1008/A 1008M. Provide doors complying with requirements indicated below by referencing ANSI/SDI A250.8 for level and model and ANSI/SDI A250.4 for physical performance level:
 1. Design: Flush panel.
 2. Core Construction: Manufacturer's standard kraft-paper honeycomb, or one-piece polystyrene core, securely bonded to both faces.
 - a. Fire Door Core: As required to provide fire-protection and temperature-rise ratings indicated.
 3. Top and Bottom Edges: Reinforce tops and bottoms of doors with a continuous steel channel not less than 16 gauge, extending the full width of the door and welded to the face sheet.
 4. Hinge Reinforcement: Minimum 7 gauge (3/16") plate 1-1/4" x 9" or minimum 14 gauge continuous channel with pierced holes, drilled and tapped.

5. Hardware Reinforcements: Fabricate according to ANSI/SDI A250.6 with reinforcing plates from same material as door face sheets.

2.4 STANDARD HOLLOW METAL FRAMES

- A. General: Comply with ANSI/SDI A250.8 and with details indicated for type and profile.
- B. Interior Frames: Fabricated from cold-rolled steel sheet that complies with ASTM A 1008/A 1008M.
 1. Fabricate frames with mitered or coped corners.
 2. Fabricate frames, with the exception of slip-on drywall types, with "closed and tight" miter seams continuously welded on face, finished smooth with no visible seam unless otherwise indicated.
 3. Frames for Steel Doors: Minimum 16 gauge (0.053-inch -1.3-mm) thick steel sheet.
- C. Fire rated frames: Fabricate frames in accordance with NFPA 80, listed and labeled by a qualified testing agency, for fire-protection ratings indicated.
- D. Hardware Reinforcement: Fabricate according to ANSI/SDI A250.6 Table 4 with reinforcement plates from same material as frames.

2.5 FRAME ANCHORS

- A. Jamb Anchors:
 1. Masonry Type: Adjustable strap-and-stirrup or T-shaped anchors to suit frame size, formed from A60 metallic coated material, not less than 0.042 inch thick, with corrugated or perforated straps not less than 2 inches wide by 10 inches long; or wire anchors not less than 0.177 inch thick.
 2. Stud Wall Type: Designed to engage stud and not less than 0.042 inch thick.
- B. Mortar Guards: Formed from same material as frames, not less than 0.016 inches thick.

2.6 ACCESSORIES

- A. Grout Guards: Formed from same material as frames, not less than 0.016 inches thick.

2.7 FABRICATION

- A. Fabricate hollow metal work to be rigid and free of defects, warp, or buckle. Accurately form metal to required sizes and profiles, with minimum radius for thickness of metal. Where practical, fit and assemble units in manufacturer's plant. When shipping limitations so dictate, frames for large openings are to be fabricated in sections for splicing or splining in the field by others.
- B. Tolerances: Fabricate hollow metal work to tolerances indicated in ANSI/SDI A250.8.

C. Hollow Metal Frames:

1. Shipping Limitations: Where frames are fabricated in sections due to shipping or handling limitations, provide alignment plates or angles at each joint, fabricated of same thickness metal as frames.
2. Welded Frames: Weld flush face joints continuously; grind, fill, dress, and make smooth, flush, and invisible.
 - a. Welded frames are to be provided with two steel spreaders temporarily attached to the bottom of both jambs to serve as a brace during shipping and handling. Spreader bars are for bracing only and are not to be used to size the frame opening.
3. Provide countersunk, flat- or oval-head exposed screws and bolts for exposed fasteners unless otherwise indicated for removable stops, provide security screws at exterior locations.
4. Mortar Guards: Provide guard boxes at back of hardware mortises in frames at all hinges and strike preps regardless of grouting requirements.
5. Floor Anchors: Weld anchors to bottom of jambs and mullions with at least four spot welds per anchor.
6. Jamb Anchors: Provide number and spacing of anchors as follows:
 - a. Masonry Type: Locate anchors not more than 18 inches from top and bottom of frame. Space anchors not more than 32 inches o.c. and as follows:
 - 1) Two anchors per jamb up to 60 inches high.
 - 2) Three anchors per jamb from 60 to 90 inches high.
 - 3) Four anchors per jamb from 90 to 120 inches high.
 - 4) Four anchors per jamb plus 1 additional anchor per jamb for each 24 inches or fraction thereof above 120 inches high.
 - b. Stud Wall Type: Locate anchors not more than 18 inches from top and bottom of frame. Space anchors not more than 32 inches o.c. and as follows:
 - 1) Three anchors per jamb up to 60 inches high.
 - 2) Four anchors per jamb from 60 to 90 inches high.
 - 3) Five anchors per jamb from 90 to 96 inches high.
 - 4) Five anchors per jamb plus 1 additional anchor per jamb for each 24 inches or fraction thereof above 96 inches high.
 - 5) Two anchors per head for frames above 42 inches wide and mounted in metal stud partitions.
7. Door Silencers: Except on weatherstripped or gasketed doors, drill stops to receive door silencers. Silencers to be supplied by frame manufacturer regardless if specified in Division 08 Section "Door Hardware".

D. Hardware Preparation: Factory prepare hollow metal work to receive template mortised hardware; include cutouts, reinforcement, mortising, drilling, and tapping according to the Door

Hardware Schedule and templates furnished as specified in Division 08 Section "Finish Hardware."

1. Locate hardware as indicated, or if not indicated, according to ANSI/SDI A250.8.
2. Reinforce doors and frames to receive non-template, mortised and surface mounted door hardware.
3. Comply with applicable requirements in ANSI/SDI A250.6 and ANSI/DHI A115 Series specifications for preparation of hollow metal work for hardware.

2.8 STEEL FINISHES

- A. Prime Finishes: Doors and frames to be cleaned, and chemically treated to insure maximum finish paint adhesion. Surfaces of the door and frame exposed to view to receive a factory applied coat of rust inhibiting shop primer.
 1. Shop Primer: Manufacturer's standard, fast-curing, lead and chromate free primer complying with ANSI/SDI A250.10 acceptance criteria; recommended by primer manufacturer for substrate; and compatible with substrate and field-applied coatings.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. General Contractor to verify the accuracy of dimensions given to the steel door and frame manufacturer for existing openings or existing frames (strike height, hinge spacing, hinge back set, etc.).
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Remove welded in shipping spreaders installed at factory. Restore exposed finish by grinding, filling, and dressing, as required to make repaired area smooth, flush, and invisible on exposed faces.
- B. Prior to installation, adjust and securely brace welded hollow metal frames for squareness, alignment, twist, and plumbness.
- C. Tolerances shall comply with SDI-117 "Manufacturing Tolerances Standard Steel Doors and Frames."
- D. Drill and tap doors and frames to receive non-template, mortised, and surface-mounted door hardware.

3.3 INSTALLATION

- A. General: Install hollow metal work plumb, rigid, properly aligned, and securely fastened in place; comply with Drawings and manufacturer's written instructions.
- B. Hollow Metal Frames: Install hollow metal frames of size and profile indicated. Comply with ANSI/SDI A250.11 and NFPA 80 at fire rated openings.
 - 1. Set frames accurately in position, plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is complete and frames properly set and secured, remove temporary braces, leaving surfaces smooth and undamaged. Shim as necessary to comply with installation tolerances.
 - 2. Floor Anchors: Provide floor anchors for each jamb and mullion that extends to floor, and secure with post-installed expansion anchors.
 - 3. Masonry Walls: Coordinate installation of frames to allow for solidly filling space between frames and masonry with mortar.
 - 4. Grout Requirements: Do not grout head of frames unless reinforcing has been installed in head of frame. Do not grout vertical or horizontal closed mullion members.
- C. Hollow Metal Doors: Fit hollow metal doors accurately in frames, within clearances specified below. Shim as necessary.
 - 1. Fire-Rated Doors: Install doors with clearances according to NFPA 80.

3.4 ADJUSTING AND CLEANING

- A. Final Adjustments: Check and readjust operating hardware items immediately before final inspection. Leave work in complete and proper operating condition. Remove and replace defective work, including hollow metal work that is warped, bowed, or otherwise unacceptable.
- B. Remove grout and other bonding material from hollow metal work immediately after installation.
- C. Prime-Coat and Painted Finish Touchup: Immediately after erection, sand smooth rusted or damaged areas of prime coat, or painted finishes, and apply touchup of compatible air drying, rust-inhibitive primer, zinc rich primer (exterior and galvanized openings) or finish paint.

END OF SECTION 08 11 13

SECTION 08 31 13 – ACCESS DOORS AND FRAMES

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK

- A. Provide hollow metal access doors and frames located in existing masonry walls and in gypsum board walls and ceilings, provide glass reinforced gypsum (GRG) access door, complete with accessories, as specified herein and as indicated on the drawings.
- B. Install access panels or doors as required for operation, maintenance and/or inspection of dampers, smoke/heat detectors, equipment, valves, controls, or other devices concealed behind finished surfaces, non-removable ceiling construction, and in pipe shafts.”

1.02 RELATED SECTIONS

- A. Gypsum Board Systems: Section 09 21 16
- B. Painting: Section 09 91 01

1.03 REFERENCES

- A. Underwriters Laboratories, Inc. (UL)
- B. National Fire Protection Association (NFPA)
- C. Warnock Hersey (WHI)

1.04 SUBMITTALS

- A. Product Data: Submit manufacturer’s technical data and installation instruction for each type of access door assembly, including setting drawings, templates, instructions and direction for installation of anchorage devices.
- B. Include complete schedule, including types, general locations sizes, ceiling construction details, finishes, latching or locking provisions, and other data pertinent to installation.
- C. Verification: Obtain specific locations and sizes for required access doors from trades requiring access to concealed equipment, and indicate on submittal schedule.
- D. Special Size Access Doors: Use where required or requested; indicate on schedule.

1.05 DELIVERY, STORAGE AND HANDLING

- A. Deliver, store, and handle access doors and frames as recommended by the Manufacturer, to protect the units from damage.

1.06 QUALILTY ASSURANCE

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- A. Fire-Resistance Ratings: Wherever a fire-resistance classification is indicated, provide access door assembly with panel door, frame, hinge, and latch from manufacturer listed in Underwrites Laboratories, Inc.; "Building Materials Directory" for rating shown.
- B. Provide UL Label on each fire-rated door.
- C. Size Variations: Obtain Architect's acceptance of manufacturer's standard size units which may vary slightly from sizes indicated.
- D. Coordination: Furnish inserts and anchoring devices which must be built into other work for installation of access doors. Coordinate delivery with other work to avoid delay.

PART 2 – PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. Hollow Metal Access Doors
 - 1. Karp Associates, Inc. Maspeth, NY 11378
 - 2. Nystrom Building Products, Minneapolis, MI 55413
 - 3. Acudor Products Inc., Cedar Grove, NJ 07009
- B. Glass Reinforced Gypsum (GRG) Access Doors
 - 1. Chicago Metallic Company

2.02 ACCESS DOORS: WALL

- A. Frames

Minimum 16 gauge steel.

 - 1. Gypsum Board Applications: Trim shall be galvanized drywall bead.
- B. Flush Type Door Panel

Minimum 14 gauge steel.

 - 1. Hinges: Concealed spring type set to open to approximately 175 degrees; sufficient number to support the door size, or continuous type hinge.
 - 2. Finish: Factory-applied rust inhibitive baked enamel primer over phosphate treated steel.
- C. Cam Locks

Flush Screwdriver or key operated; sufficient number to hold in door panel in flush, smooth plane when closed.

 - 1. One lock on each door panel shall be key operated, pin tumbler type. The remaining locks, if any, shall be screwdriver operated type.

2.03 ACCESS DOOR: DRYWALL

- A. General: Furnish each access door assembly manufactured as an integral unit, complete with all parts and ready for installation.
- B. The access door panel is made from glass reinforced gypsum and installs and finishes in the same manner as drywall. The Access Door comes in 2 pieces – the frame is attached with drywall screws, then taped and finished using conventional drywall finishing techniques.

2.04 FABRICATION AND MANUFACTURE

- A. Manufacture access door assemblies as integral units complete with all parts and ready for installation. Fabricate units of continuous welded steel construction unless otherwise indicated or specified. Grind welds smooth and flush with adjacent surfaces where applicable. Attachment devices shall be of size and type suitable to secure access doors into types of walls and ceilings being installed.
 - 1. Access doors or panels shall be 16" x 16" minimum unless otherwise indicated or required for the device being serviced by the access door/panel.”

PART 3 – EXECUTION

3.01 INSTALLATION

- A. Install the access doors in accordance with the manufacturer’s printed installation instructions, except as shown or specified otherwise.
- B. Coordinate access door installation with installation of supporting construction.
- C. Set units accurately in position and securely attach to support with face panel plumb or level in relation to adjoining finish surface.

3.02 ADJUSTMENT

- A. Adjust hardware and doors for proper operation.
- B. Remove and replace panels and/or frames which are warped, bowed or otherwise damaged.

END OF SECTION 08 31 13

SECTION 08 71 00 - FINISH HARDWARE

PART 1 GENERAL

1.01 RELATED WORK SPECIFIED ELSEWHERE

- A. Hollow Metal Doors and Frames: Section 08 11 13.

1.02 REFERENCES

- A. Materials and Finishes Standard: ANSI/BHMA A156.18-2006, "American National Standard for Materials and Finishes".

1.03 DEFINITIONS

- A. Installation Supervisor: Designated supervisor and/or installer who has a minimum of 5 years experience in finish hardware installation, and qualified to ensure approved finish hardware is installed, adjusted and operating correctly.

1.04 SUBMITTALS

- A. Submittal Packages:
 - 1. Submit the Quality Assurance Package and samples.
 - 2. Submit the Finish Hardware Schedule, and Product Data, specified below at the same time as a package. Partial submittal will not be approved.
- B. Contract Close Out Submittals: Turn over to the Facilities Director immediately following the Post Installation Inspection.
 - 1. Operation and Maintenance Manuals:
 - a. Furnish 2 copies.
 - b. Manufacturers' operation, installation, maintenance and repair instructions, and templates, for each type of hardware provided.
 - c. Parts List for each type of finish hardware provided.
 - d. Manufacturers' written warranties for each type of finish hardware.

1.05 QUALITY ASSURANCE

- A. Size Variations: Manufactures' products may vary slightly from sizes specified except where a minimum size or thickness is specified. Variations shall not prevent the product from performing the intended use.
- B. Installer's Qualifications: Employ experienced finish hardware installers who have been regularly employed by a Company installing finish hardware for a minimum of 3 years.

- C. Installation Supervisor: Employ a qualified installation supervisor who will be responsible to ensure approved finish hardware is installed, adjusted, and operating properly.

1.06 TEMPLATES

- A. After receipt of approved submittals, furnish templates to affected trades, to enable fabricators to make provision for finish hardware without delaying Project progress.

1.07 DELIVERY AND STORAGE

- A. Coordinate delivery to avoid delay.
- B. Package hardware with fasteners, parts, instructions, and templates.
- C. Clearly label each item for identification and installation location according to approved Finish Hardware Schedule.
- D. Provide locked, dry storage for Finish Hardware at a location acceptable to Director's Representative.

PART 2 PRODUCTS

2.01 MATERIALS AND FABRICATION

- A. Hand of Door: Furnish each item of hardware for proper installation and operation of the door swing. Contractor to verify hand of each door leaf in field.
- B. Base Metals: Produce hardware units of the basic metal and forming method indicated, using manufacturer's standard metal alloy, composition, temper and hardness but in no case of lesser quality material.
- C. Fasteners: Manufacture hardware to conform to published templates, generally prepared for machine screw installation. Do not provide hardware which has been prepared for self-tapping sheet metal screws. Finish of exposed screws shall match the hardware finish.
- D. Screws: Furnish screws for installation, with each hardware item. Finish of exposed screws shall match the hardware finish.
- E. Tools for Maintenance: Furnish a complete set of specialized tools as needed, for the Owners continued maintenance, removal and replacement of hardware.
- F. Maintenance Instructions: Furnish to the Owner a complete set of installation and maintenance instructions for each type of hardware specified.
- G. Concealed Fasteners: Provide concealed fasteners for hardware units which are exposed when the door is closed except to the extent no standard manufacturer's units are available with concealed fasteners, and as approved by the Architect.

2.02 BUTT HINGES

- A. Manufacturers:
 - 1. McKinney Manufacturing Co.
 - 2. Stanley
 - 3. Hager Hinge Co.
- B. All hinges shall be full mortise five knuckle ball bearing type template, with non-rising loose pins. All out-swing doors shall have non-removable pins (NRP).
- C. All hinges for 1-3/4" thick doors shall be 4 1/2" wide in the open position. For other thickness doors, and trim projections, hinges shall be of a width to permit unobstructed swing of the doors.
- D. Size and weight of hinges shall conform to the following:
 - Up to 36" -----4-1/2" Heavy Weight
 - Over 36" to 42" -----5" Heavy Weight
- E. Quantity of hinges shall be provided to conform to the following:
 - Doors up to 60" in height -----2 hinges
 - Doors 60" to 90" in height -----3 hinges
 - Doors 90" and over -----1 hinge every 30" in height
- F. All hinges shall be the products of one manufacturer.

2.03 DOOR CLOSING DEVICES

- A. LCN 3030 Series
- B. Contractor to verify handing of door. Arm shall be on room side of corridor doors
- C. Finish to be standard powder coat aluminum.

PART 3 EXECUTION

3.01 GENERAL

- A. Approval: As soon as practical after award of Contract and before a hardware schedule is prepared, and before any hardware is ordered or delivered to the project, the Contractor shall submit to the Architect for his written approval, copies of sample list, listing each of the different items of builders hardware and catalog cuts of each item.

- B. **Templates:** As soon as the hardware schedule is approved the hardware supplier shall furnish to the various fabricators, required templates for fabrication purposes. Templates shall be made available not more than (10) days after receipt of the approved hardware schedule.
- C. **Packaging and Marking:** All hardware shall be shipped with proper fastenings for secure application. Each package of hardware shall be legibly marked indicating the part of the work for which it is intended. Markings shall correspond with the item numbers shown on the approved hardware schedule.
- D. **Delivery:** Delivery shall be made to the project site as directed by the Owner or Construction Manager. Where delivery of special hardware is required at any fabricator's plant, the hardware supplier shall make such delivery.

3.02 INSTALLATION

- A. Mount hardware units at heights noted or directed by the ARCHITECT. Verify with Architect any dimensions not indicated.
- B. Install each hardware unit in compliance with the manufacturer's recommendations.

3.03 ADJUST AND CLEAN

- A. Adjust and check each operating item of hardware and each door to ensure proper operation or function of every unit. Lubricate moving parts with type lubrication recommended by manufacturer. Replace units that cannot be adjusted.
- B. Wherever hardware installation is made more than one (1) month prior to acceptance or occupancy of a space or area, return to the work during the week prior to acceptance make a final check, and adjust all hardware items in such space or area. Adjust door control devices and compensate for final operation of heating and ventilating equipment.
- C. Instruct OWNERS personnel in proper adjustment and maintenance of hardware and hardware finishes, during the final adjustment of hardware.

3.04 HARDWARE SETS

- A. The following is a general listing of hardware requirements and is not intended for use as a final hardware schedule. Any items of hardware required by established standards or practices, or to meet state and local codes or proper door operation shall be furnished whether or not specifically called out in the following listed groups.
- B. Items as specified in hardware sets of the listed manufacturers are the basis of the design lockset.

HARDWARE SET #1

each to have:

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4	Hinges	Mckinney	TA2714	26D
1	Classroom Lock (w/ interchangeable core)	Corbin Russwin	ML2055110E3ACP	630
1	Concealed Closer	LCN	3133 Bumper	AL
1	Door Stop	Rockwood	400/441CU	26D
3	Silencer	Rockwood	608	GRY

END OF SECTION 08 71 00

SECTION 09 21 16 - GYPSUM BOARD SYSTEMS

PART 1 GENERAL

1.01 RELATED WORK SPECIFIED ELSEWHERE

- A. Non-Load Bearing Framing and Furring: Section 09 22 13.
- B. Tile Backer Board: Section 09 28 13.

1.02 DEFINITIONS

- A. Sheet Steel Gages: US Standard.
- B. Gypsum Board Terminology: ASTM C 11 - Standard Terminology Relating to Gypsum and Related Building Materials and Systems.

1.03 SUBMITTALS

- A. Product Data: Catalog sheets, specifications, and installation instructions for each item specified.
- B. Samples:
 - 1. Steel Framing: 12 inches long, each component specified.
 - 2. Gypsum Board: 12 inches square, each type specified.
 - 3. Shaft-Wall Gypsum Liner Panels: 12 inches square.
 - 4. Fasteners: 1 each type specified.
 - 5. Adhesive: 1 pint.

1.04 QUALITY ASSURANCE

- A. Sound Transmission Class (STC) Rated Applications: Provide materials and installation procedures identical to those tested in assembly indicated according to ASTM E 90 and classified according to ASTM E 413.
- B. Single Source Responsibility: Obtain components for gypsum board shaft-wall assemblies from a single manufacturer for each type of assembly required.

1.05 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials in original packages, containers, or bundles bearing brand name and identification of manufacturer.
- B. Store materials inside under cover and keep them dry and protected against damage from weather, direct sunlight, surface contamination, corrosion, construction traffic, and other causes. Stack gypsum panels flat to prevent sagging.

1.06 PROJECT CONDITIONS

- A. Environmental Requirements: Comply with gypsum board manufacturer's printed temperature and ventilation requirements during application and finishing. Ventilate installation areas to relieve excess moisture.

PART 2 PRODUCTS

2.01 FRAMING

- A. Studs, Tracks, and Furring: ASTM C 645; 25 gage (minimum base metal thickness 0.0179 inch) galvanized steel, with additional framing members, reinforcing, accessories, and anchors necessary for the complete framing system.
 - 1. Deep-Leg Deflection Track: ASTM C 645 top runner with 2 inch deep flanges.
 - 2. Hat-Shaped, Rigid Furring Channels: ASTM C 645; 25 gage (minimum base metal thickness 0.0179 inch) galvanized steel.
 - 3. Resilient Furring Channels: Steel furring members designed to reduce sound transmission.

2.02 GYPSUM BOARD

- A. Moisture Resistant Gypsum Board: ASTM C 1396; long edges tapered.

2.03 FASTENERS

- A. Steel Drill Screws: ASTM C 1002; gypsum board manufacturer's recommended types and sizes for substrates involved.
- B. Laminating Adhesive: Gypsum board manufacturer's recommended type for substrates involved.
- C. Expansion Anchors: ASTM F 1554, Grade 36, of dimensions indicated; with nuts, ASTM A 563; and, where indicated, flat washers.
- D. Toggle Bolts: Tumble wing type.
 - 1. Wing Body: AISI 1008-1010 or equivalent cold rolled steel.
 - 2. Trunnion Nut: 1/4 inch thru 3/8 inch AISI 1010 steel; 1/2 inch Zamac alloy.
 - 3. Screw: Carbon steel.
- E. Self Threading Masonry Screws: Zinc plated; Tapcon Fasteners by ITW Buildex 1349 West Bryn Mawr Ave. Itasca, IL 60143, (800) 284-5339.

2.04 TRIM

- A. Interior Trim: ASTM C 1047.
 - 1. Material: Galvanized steel
 - 2. Shapes:
 - a. Cornerbead: Use at outside corners.
 - b. Bullnose Bead: Use where indicated.

- c. L-Bead: L-shaped, exposed long leg receives joint compound. Use where gypsum board abuts or intersects dissimilar material.
 - d. Expansion (Control) Joint: Use where indicated.
- B. Exterior Trim: ASTM C 1047.
- 1. Materials: Hot-dip galvanized steel.
 - 2. Shapes:
 - a. Cornerbead: Use at outside corners.
 - b. LC-Bead: J-shaped, exposed long flange receives joint compound. Use at exposed panel edges.
 - c. Expansion (Control) Joint: One-piece, with V-shaped slot and removable strip covering slot opening.

2.05 ACCESSORIES

- A. Sound Attenuation Blankets: ASTM C 665, Type 1; semi-rigid, mineral fiber blankets without membrane covering. Furnish blankets of thickness, density, and type tested by the gypsum board manufacturer for the required rating.
- B. Acoustical Sealant for Exposed and Concealed Joints: Nonsag, paintable, nonstaining, latex sealant complying with ASTM C 834 that effectively reduces airborne sound transmission through perimeter joints and openings in building construction as demonstrated by testing representative assemblies according to ASTM E 90.
- C. Flattened Expanded Metal Mesh: ASTM F 1267, Type II, Class 1, grade as selected by fabricator; 13 gage, 1/2 inch carbon sheet steel, diamond style.

2.06 JOINT TREATMENT MATERIALS

- A. Joint Tapes: ASTM C 475; plain or perforated.
- B. Joint Compound: ASTM C 475; gypsum board manufacturer's recommended dry powder or ready-mixed, either of the following:
 - 1. One Compound Treatment: One compound for both bedding and finishing joints.
 - 2. Two Compound Treatment: Compatible joint compounds; one compound for bedding and the other compound for finishing joints.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Examine substrates to which gypsum board system attaches or abuts, preset steel door frames, cast in anchors, and structural framing, with installer present for compliance with requirements for installation tolerances and other conditions affecting performance of gypsum board system construction. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.02 CONSTRUCTION TOLERANCES

- A. Do not exceed 1/8 inch in 8 feet variation from plumb or level in any exposed line or surface, except at joints between boards do not exceed 1/16 inch variation between planes or abutting edges or ends. Shim as required to comply with specified tolerances.

3.03 STEEL FRAMING INSTALLATION

- A. Installation Standards: ASTM C 754, and ASTM C 840 requirements that apply to framing installation.
- B. Install supplementary framing, blocking, and bracing at terminations in gypsum board system to support fixtures, equipment services, heavy trim, grab bars, toilet accessories, furnishings, or similar construction. Comply with details indicated and with gypsum board manufacturer's written recommendations.
- C. Isolate partitions from structural elements as indicated to prevent transfer of structural loads or movements to partitions.
- D. Isolate partitions from structural elements with slip or cushion-type joints between steel framing and structure as recommended by steel framing manufacturer to prevent transfer of structural loads or movements to partitions.
- E. Partition Framing Installation:
 - 1. Align tracks accurately at floor and ceiling. Secure tracks as recommended by the framing manufacturer for the floor and ceiling construction involved, except do not exceed 24 inches oc spacing for powder-driven fasteners, or 16 inches oc for other types of attachment. Provide fasteners approximately 2 inches from corners and ends of tracks.
 - 2. Position studs vertically and engage both floor and ceiling tracks. Install studs so flanges point in the same direction and leading edge or end of each panel can be attached to open (unsupported) edge of stud flanges first. Space studs 16 inches on center, unless otherwise indicated on the Drawings. Fasten studs to track flanges with screws or by crimping.
 - 3. Use full length studs between tracks wherever possible. If necessary, splice studs with a minimum 8 inch nested lap and fasten with two screws per stud flange.
 - 4. Install additional studs to support inside corners at partition intersections and corners, and to support outside corners, terminations of partitions, and both sides of control joints (if any).
 - 5. Extend partition framing full height to structural supports or substrates above suspended ceilings, except where partitions are indicated to terminate at suspended ceilings. Continue framing over frames for doors and openings and frame around ducts penetrating partitions above ceiling to provide support for gypsum board.
 - 6. Brace chase wall framing horizontally to opposite studs with 12 inch wide gypsum board gussets or metal framing braces, spaced vertically not more than 4 feet on center.

- a. Attach gypsum board gussets with a minimum 3 screws per stud flange.
 - b. Attach metal framing braces with a minimum 2 screws per stud flange.
 7. Install rough framing at openings consisting of full-length studs adjacent to jambs and horizontal header and sill tracks. Cut horizontal tracks to length and split flanges and bend webs at ends for flange overlap and screw to jamb studs. Install intermediate studs between jamb studs at head and sill sections, at same spacing as full-length studs.
 8. Where vertical control joints are shown at jamb lines, install additional vertical studs located on opening side of jambs and not less than 1/2 inch from jamb studs. Do not fasten the additional studs to tracks or jamb studs.
- F. Surface Mounted Rigid Steel Furring Installation:
1. Install rigid steel furring where gypsum board is to be installed over masonry or concrete wall substrates, unless otherwise shown.
 2. Install steel furring at 24 inches oc maximum spacing and provide additional furring at openings, cutouts, and corners. Securely anchor with fasteners spaced 24 inches oc maximum and stagger on opposite flanges of hat-shaped channels.

3.04 SHAFT-WALL ASSEMBLY INSTALLATION

- A. Install shaft-wall assemblies to comply with performance requirements indicated and with the manufacturer's published installation instructions.

3.05 ACOUSTICAL ACCESSORIES INSTALLATION

- A. STC-Rated Assemblies: Comply with STC rating indicated.
1. Multi-layer application.
 - a. Balanced Partitions: Two or more layers applied to each sides of supports.
 - b. Unbalanced Partitions: One layer applied to one face and 2 layers applied to other face.
- B. Sound Attenuation Blankets: Install in partitions tight within spaces, around cut openings, behind and around electrical and mechanical items within or behind partitions, and tight to items passing through partitions.
- C. Acoustical Sealant: ASTM C 919; install continuous bead of acoustical sealant at gypsum board perimeter. Seal wherever gypsum board abuts dissimilar materials. Seal spaces between gypsum board and all penetrating items. Seal sides and backs of electrical and mechanical items.

3.06 GYPSUM BOARD INSTALLATION

- A. Install flattened expanded metal mesh in accordance with the manufacturer's printed instructions.

1. Install flattened expanded metal mesh in the most economical direction, of maximum panel sizes to minimize joints and the use of small pieces.
 2. Use minimum number of fasteners required to hold panels in place until the gypsum board is installed.
- B. Install gypsum board in the most economical direction, of maximum lengths to minimize end butt joints. Where unavoidable, locate end butt joints as far from center of walls or ceilings as possible.
- C. Install gypsum board with face side out. Butt boards together at edges and ends over firm bearing with not more than 1/16 inch of open space between boards. Do not force into place.
- D. Fasteners: Fasten gypsum board to supports and furring with steel drill screws of required size and spacing as recommended by the gypsum board manufacturer.
1. Multiple-layer Work:
 - a. Mechanically fasten both layers.
 - b. Multiple-layer Work: Laminate second layer to base layer with adhesive. Provide temporary nails for removal after drying or permanent screws for temporary support of second layer.
 - c. Stagger vertical joints in multiple layer Work. Offset joints not less than 10 inches.
- E. Provide additional framing and blocking required to support gypsum board at openings and cutouts.
- F. Form control joints in gypsum board where indicated. Allow 1/2 inch continuous opening between boards to allow for insertion of control joint trim.
- G. Wood Supports: Provide “floating” interior angle construction between gypsum board at interior corners.
- H. Reinforce joints formed by tapered edges, butt edges, and interior corners or angles with joint tape.

3.07 TRIM INSTALLATION

- A. Coordinate installation of trim progressively with gypsum board installation where trim is of type required to be installed prior to, or progressively with installation of gypsum board.
- B. Securely fasten trim pieces in accordance with manufacturer’s printed instructions.
- C. Install cornerbeads at external corners. Install L-Bead at unprotected (exposed) edges and where gypsum board abuts dissimilar materials. Use single unjointed lengths unless otherwise approved by the Director.
 1. Miter corners of semi-finishing type casing and trim beads.
- D. Install control joint trim in accordance with ASTM C 840, where indicated.

- E. Comply with joint compound manufacturer's recommended drying time for the relative humidity and temperature at time of application. Allow minimum of 24 hours drying time between applications of joint compound.
- F. Except Type X Gypsum Board: Joint compound treatment is not required on gypsum board surfaces installed above suspended ceiling lines.
- G. Type X Gypsum Board: Install joint and corner reinforcing and trim, and one coat of joint compound over joints, fastener heads, and metal flanges above suspended ceiling lines.

3.08 LEVELS OF GYPSUM BOARD FINISH

- A. General: Finish panels to levels indicated below, in accordance with ASTM C 840, for locations indicated.
 - 1. Level 3 Finish: Joints and angles, provide tape embedded in joint compound and provide two separate applications of joint compound over all joints, angles, and fastener heads. Accessories shall be covered with two separate coats of joint compound. Joint compound to be smooth and free of tool marks and ridges. Cover the prepared surface with a drywall primer prior to the application of the final decoration.

END OF SECTION 09 21 16

SECTION 09 22 13 - NON-LOAD BEARING FRAMING AND FURRING

PART 1 GENERAL

1.01 RELATED WORK SPECIFIED ELSEWHERE

- A. Tile Backer Board: Section 09 28 13

1.02 SUBMITTALS

- A. Product Data: Catalog sheets, specifications, and installation instructions for the following:
 - 1. Studs, Tracks, and Furring.
 - 2. Fasteners.
- B. Samples:
 - 1. Steel Framing and Furring: 12 inches long, each component.
 - 2. Fasteners: 10 each type.

1.03 QUALITY ASSURANCE

- A. Fire Resistance Rated Applications: Provide UL listed or ASTM E 119 tested materials, accessories, and application procedures to comply with the rating indicated.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Studs, Tracks, and Furring: ASTM C 645; 25 gage galvanized steel, with additional framing members, reinforcing, accessories, and anchors necessary for the complete framing system.
- B. Fasteners: Except where shown or specified, select fasteners of type, size, style, grade, and class required for secure installation of framing and furring. Galvanize all fasteners and accessories.
 - 1. Standard Bolts and Nuts: ASTM A 307, Grade A, regular hexagon head.
 - 2. Lag Bolts: FS FF-B-561, square head.
 - 3. Machine Bolts: FS FF-B-584 head; FS FF-N-836 nuts.
 - 4. Machine Screws: FS FF-S-92, cadmium plated steel.
 - 5. Plain Washers: FS FF-W-92, round, general assembly grade, carbon steel.
 - 6. Lock Washers: FS FF-W-84, helical spring type, carbon steel.
 - 7. Toggle Bolts: Tumble-wing type; FSS FF-B-588, type, class and style as required to sustain load.
 - 8. Self-Drilling Fasteners: No. 12-14 x 3/4 inch, hex washer head, self-drilling fastener with pilot point.
- C. Anchors: Steel framing manufacturer's recommended types and sizes for substrates involved.

PART 3 EXECUTION

3.01 STEEL FRAMING AND FURRING INSTALLATION

- A. Install steel framing, furring and accessories in accordance with manufacturer's printed instructions, unless otherwise shown or specified.
- B. Framing Installation:
 - 1. Align tracks accurately at floor and ceiling. Secure tracks as recommended by the framing manufacturer for the upper and lower construction involved, except do not exceed 24 inches oc spacing for nail or powder-driven fasteners, or 16 inches oc for other types of attachment. Provide fasteners approximately 2 inches from corners and ends of tracks.
 - 2. Position studs vertically and engage both upper and lower tracks. Space studs 16 inches on center, unless otherwise indicated on the Drawings. Fasten studs to track flanges with screws or by crimping.
 - a. Use full length studs between tracks wherever possible. If necessary, splice studs with a minimum 8 inch nested lap and fasten with two screws per stud flange.
 - 3. Install additional studs to support inside corners at intersections and corners, and to support outside corners, terminations of partitions, and both sides of control joints (if any).
 - 4. Terminate partitions at finish ceiling line unless otherwise indicated on the Drawings.
 - 5. Brace chase wall framing horizontally to opposite studs with 12 inch wide gypsum board gussets or metal framing braces, spaced vertically not more than 4 feet on center.
 - a. Attach gypsum board gussets with a minimum 3 screws per stud flange.
 - b. Attach metal framing braces with a minimum 2 screws per stud flange.
- C. Steel Furring Installation: Install steel furring at 16 inches oc maximum spacing and provide additional furring at openings, cutouts, and corners. Securely anchor with fasteners spaced 24 inches oc maximum and stagger on opposite flanges of hat-shaped channels.
- D. Tolerances: Do not exceed 1/8 inch in 8 feet variation from plumb or level in any exposed line or surface, except at joints between boards do not exceed 1/16 inch variation between planes or abutting edges or ends. Shim as required to comply with specified tolerances.

END OF SECTION 09 22 13

SECTION 09 28 13 - TILE BACKER BOARD

PART 1 GENERAL

1.01 RELATED WORK SPECIFIED ELSEWHERE

- A. Gypsum Board Systems: Section 09 21 16.
- B. Ceramic Tile: Section 09 30 13.

1.02 SUBMITTALS

- A. Product Data: Catalog sheets, specifications, and installation instructions for tile backer board.
- B. Samples:
 - 1. Tile Backer Board: 12 inches square.
 - 2. Joint Reinforcement Tape: 12 inches long.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Tile Backer Board: Cement mortar building board specifically for use as backer for ceramic tile, either of the following:
 - 1. Durock Tile Backer Board by United States Gypsum, 101 South Wacker Drive, Chicago, IL 60606, (800) 874-4968.
 - 2. Wonder-Board by Gold Bond Building Products National Gypsum Company, 2001 Rexford Rd., Charlotte, NC 28211, (800) 628-4662.
- B. Joint Reinforcement: Tile backer board manufacturer's recommended adhesives, fillers, and tapes.
- C. Fasteners: Tile backer board manufacturer's recommended nails or screws.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install the Work of this Section in accordance with the manufacturer's printed instructions.

END OF SECTION 09 28 13

SECTION 09 29 00 - GYPSUM DRYWALL

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 all gypsum board installation including metal studs, regular, fire resistant, moisture resistant gypsum board, Durock Cement backer board and all accessories as indicated on the Drawings.

1.03 RELATED SECTIONS

- A. Section 09 21 16: Gypsum Board Systems.

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.
 - 2. Where fire resistive ratings are required for work of this section, the gypsum drywall assemblies shall be installed in strict accordance with the Underwriters Laboratory requirements.

1.05 SUBMITTALS

- A. Product Literature
 - 1. Submit manufacturers' products literature, catalog cuts and data sheets for all products.

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. During joint finishing, maintain within the work area a uniform temperature between 55 and 70 degrees F.

PART 2 - PRODUCTS

2.01 GYPSUM DRYWALL

- A. Gypsum drywall shall conform to Fed. Spec. SS-L=30c and ASTM C-36, with tapered edges, in thicknesses noted on the drawings. Gypsum backing board shall conform to ASTM C-442.
- B. Gypsum drywall shall be Type "X" and Type "XX" manufactured especially for fire resistance with a core formulated from special mineral materials, and shall conform to ASTM C-707.
- C. At toilet and bathroom walls, provide water-resistant drywall conforming to ASTM C-630.
- D. Also provide Durock Cement Board where shown for Ceramic and Stone Tile installation.

2.02 FURRED AND STUD WALL FRAMING MEMBERS

- A. Metal studs: as indicated on the drawings, non-load bearing channel type, formed from 25 gauge electro-galvanized steel, as per ASTM C-645 designed for screw attachment and provided with knockouts to accommodate pipe and/or conduit installations. Width and height of studs shall conform to partition types noted on the drawings.
- B. Ceiling and floor runners: channel type formed of 25 gauge electro-galvanized steel, designed to receive partition types and studs as required.
- C. Furring channels shall consist of 25 gauge electro-galvanized "Hi-hat" and "Z-type", manufactured of galvanized steel. "Z-type" used at masonry and concrete walls and "Hi-hat Type" used where indicated on the drawings.
- D. Stud, runners and furring shall conform to ASTM C-645.

2.03 INSULATION

- A. Insulation within partitions: sound attenuation blankets consisting of a paperless, semi-rigid mineral fiber mat, or glass fiber conforming to thickness noted on the drawings, having a density of not less than 3 pounds per cu. ft.
- B. Insulation shall conform to Fed. Spec. HH-I-521e, Type 1, Class A and have a fire hazard classification in accordance with ASTM E-84 as follows: flame spread-25; fuel contributed-20; smoke developed-0.

2.04 MISCELLANEOUS ACCESSORIES

**FASHION INSTITUTE OF TECHNOLOGY
STUDENT HOUSING CORPORATION
COED RESIDENCE HALL FLOORS 9-10
BATHROOM RENOVATIONS**

PROJECT NO. C1543

- A. Metal accessories shall consist of corner beads, stops, edge trim, casing beads and control joints and other accessories as required, conforming to proper profiles and sizes to accommodate drywall partition components encountered. Accessories: formed of 26 galvanized or cadmium plated steel after manufacture. Hot dip galvanized as per ASTM A-525.
 - 1. For terminations as indicated, provide USG Series 200 casing beads (J-molding not acceptable).
- B. Screws for securing drywall and accessories in place: self-drilling, self-tapping, Phillips head steel screws as recommended by the manufacturer of the partition system and by conditions encountered in the field. The use of nails for application will not be permitted. Screws shall conform to ASTM C-646.
- C. Joint and recess fastener treatment: a three (3) coat application as recommended by the approved gypsum drywall manufacturer. Materials shall conform to ASTM C-475.
- D. Laminating adhesives for multi-layered applications: as recommended by the approved drywall manufacturer for partition types noted and conditions encountered in the field.

2.05 ACOUSTICAL SEALANT

- A. Acoustical sealant: a highly elastic, non-bleeding and non-staining, pumpable type sealant which shall remain permanently flexible, formulated especially for this type of application and manufactured by one of the following:
 - 1. U.S. Gypsum
 - 2. Tremco, Inc.
 - 3. Miracle Adhesives
 - 4. Or an acceptable equal.

2.06 ACCEPTABLE DRYWALL MANUFACTURERS

- A. U.S. Gypsum
- B. National Gypsum/Gold Bond
- C. Georgia Pacific
- D. Or an equal acceptable to Architect.

PART 3 - EXECUTION

3.01 INSPECTION

- A. Study the contract drawings and specifications with regard to the work as shown and

required under this section so as to insure its completeness.

- B. Examine the surfaces and conditions to which this work is to be attached or applied, and notify the Architect if conditions or surfaces exist which are detrimental to the proper and expeditious installation of the work. Starting on the work shall imply acceptance of the surfaces and conditions to perform corrective measures before the start of installation.
- C. Verify dimension taken at the job site, affecting the work. Bring field dimensions which are at variance to the attention of the Architect. Obtain decision regarding corrective measures before the start of installation.
- D. Cooperate in the coordination and scheduling of the work of this section with the work of other sections so as not to delay job progress.

3.02 WORKMANSHIP

- A. Install materials and partition systems specified herein and as indicated on the drawings in strict accordance with the printed directions and/or specifications of the approved manufacturer to attain fire ratings noted on the drawings.
- B. Apply drywall with the reverse side against the framing members, and with the separate panels in moderate contact. In no case shall the panels be forced into place. At interior and exterior corners, conceal the cut edges of the panels so that the corners of any four panels will not meet at the same point. Vertical joints shall not occur on the same stud on both sides of a partition. Apply panels in such lengths as will result in a minimum of joints.
- C. Build into drywall partitions reinforcing plates on not less than 3/16" thick to accommodate items which will be secured on and/or hung from the drywall partitions such as: toilet partitions, grab bars, handrails, wall mounted cabinetry, etc. (see drawings for location of accessories). Coordinate with other trade contractors as required.
- D. Unless otherwise indicated, provide continuous faces of gypsum drywall partitions, with control joints, spaced not over 30 feet o.c. Verify control joint locations with the Architect prior to installation.

3.03 FRAMING FOR PARTITIONS AND FURRING

- A. Floor and ceiling runners: accurately locate and align and install continuously at locations noted, and securely attached to adjacent construction using power driven anchors spaced 24" o.c. Anchor floor runners not over one (1) inch from runner ends.
- B. Position and anchor all studs vertically in the runners, spaced as recommended by the manufacturer but not more than 24" on center. Anchor studs which are located adjacent to door frames, partition intersections, furred wall, and at corners to floor and ceiling runner flanges with required screws.
- C. Install studs in all cases in one piece from noted floor location to underside of the encountered structure or to horizontal termination runner.

- D. When drywall panels are not scheduled to go on the underside of the structure, provide an additional horizontal stud member at the point above the ceiling line where the drywall panels are terminated. Brace to underside of slab above with every other stud - plus diagonal bracing at same spacing.
- E. Locate double studs not more than 2" from all door frame jambs, abutting partitions, partition corners and other construction, and as indicated on the drawings.
- F. Provide double studs at jambs of door and window frames and head and sill runners as required to completely frame out these openings. Screw to runners at top and bottom and both sides. In addition, provide two (2) braces to slab above head runners.
- G. Over metal doors and borrowed lights, place a section of runner track horizontally with a web-flange bent at each end. Fasten with one positive attachment per flange.
- H. Provide additional studs and runners to conform to details noted and/or required by conditions encountered in the field.
- I. Furring
 - 1. Attach wall furring channels to masonry or concrete surfaces either vertically or horizontally spaced not more than 4" from both the floor line and the ceiling line.
- J. Chase Walls
 - 1. Provide a double row of floor and ceiling runners which shall be securely attached to adjacent construction 24" o.c. with power driven anchors and 2" from ends.
 - 2. A double row of studs shall be positioned vertically in the runners, spaced no more than 24" o.c., so that the studs are opposite each other in pairs with flanges pointing in the same direction.
 - 3. Screw attach studs to floor and ceiling runners through each stud flange and runner flange.
 - 4. Cut cross bracing to be placed between rows of studs from gypsum panels, 12" high by chase wall width. Space braces 48" vertically and attach to stud webs with six 1" screws per brace. If larger braces are used, space screws 8" o.c. max. on each side.
 - 5. Bracing of 2-1/2" steel studs may be used in place of gypsum panels. Anchor web at each end of steel brace to stud web with two 3/8" pan head screws. When chase wall studs are not opposite, install steel stud cross braces 24" o.c. horizontally and securely anchor each end to a continuous horizontal 2-1/2" runner screw-attached to chase wall studs within the cavity.

3.04 GYPSUM DRYWALL

- A. Apply drywall with long dimension (parallel) to framing members, with abutting ends and edges occurring over stud flanges. Use panels of the maximum practical length to minimize

joints. Arrange joints on opposite sides of the partition to occur on different studs. Cut panels to fit outlets, switch boxes and all other items encountered which penetrate the drywall surfaces.

- B. For vertical single-layer drywall application, space 1" screws a maximum of 12" o.c. in the field of the panel and 8" o.c. staggered along the vertical abutting edges.
- C. For horizontal single-layer drywall application, space 1" screws a minimum of 12" o.c. in the field of the panel and 12" o.c. along the abutting edges.
- D. For two-layer job laminated construction, apply the base layer vertically with 1" screws spaced 12" o.c. in the field of the panel and 8" o.c. staggered at the vertical joints of the panel. Apply the face layer vertically with vertical joints, laminate and hold in place with supplemental fasteners until adhesive is dry.
- E. For two-layer construction with screw attachment of the face layer, apply the base layer vertically with vertical joints staggered on opposite side of the partition and screw-attach with 1" screws spaced 16" o.c. in the field and vertical joints panel. Apply the face layer vertically with vertical joints offset 24" from base layer joints and staggered on opposite sides of the partition. Attach with 1-5/8" screws spaced 16" o.c. in the field and vertical joints of the board.
- F. Furr in all exposed piping, ducts and mechanical and electrical conduits in finished spaces with channel furring and 5/8" thick drywall panels as part of the work of this section.
- G. Stagger drywall joints above door openings and not opposite each other on the same stud at door heads. At door jambs, secure drywall panels to each stud of the double stud arrangement with screws spaced 8" on center into each stud.
- H. Horizontal drywall joints not permitted.
- I. If drywall panels are not scheduled to extend to underside of structure, then extend panels a minimum of 6 inches above the finished suspended ceilings as shown.

3.05 ACCESSORIES

- A. Install corner beads on all exterior corners in one length without joints and secure with fasteners spaced 9" o.c. on both sides. Corner beads: formed to an angle of 90 degrees with 1-1/4" fine mesh flanges.
- B. Wherever an end of drywall will remain exposed or cannot be taped, provide continuous casing beads over face layer and secure in place with fasteners spaced 9" o.c. "J" molding not acceptable.
- C. Provide control joints in the face layer at continuous walls exceeding 30'-0" and where indicated on the drawings, and staple in place in a secure and rigid manner.
- D. Drywall abutting dissimilar materials shall terminate in casing beads fastened to terminal stud only. "J" molding not acceptable.

3.06 INSULATION

- A. Install continuous, full height insulation blankets between channel studs. Secure insulation to the back to the drywall on one side leaving no voids.
- B. Install insulation behind furred locations where noted.

3.07 ACOUSTICAL SEALANT

- A. Apply caulking in continuous beads of 1/4" diameter. Each partition shall receive not less than four (4) beads at the bottom. Apply two (2) continuous beads between the floor runner channel and the floor slab, and two (2) continuous beads between the ceiling channel runner and abutting construction.
- B. Apply two (2) continuous beads between base layer of gypsum drywall, or single layer of gypsum drywall and the abutting ceiling and floor construction, on each side of every partition.
- C. Caulk around entire perimeters of outlet boxes, switch plate boxes and all other items which penetrate the gypsum drywall partitions to maintain the STC of the partition.

3.08 TREATMENT FOR JOINTS AND FASTENERS

- A. Completely fill all joints formed by the drywall panels and/or adjoining materials with a three (3) coat application of joint cement and tape. Joint treatment compound shall be mixed according to the approved manufacturer's directions.
- B. Drive fasteners in slightly below the surface of the board, with heads forming a slight depression below the surface of the drywall. Fasteners shall not be driven closer than 3/8" from edges and ends of boards. Drywall adjacent to the joint of fastening shall be held tightly against the framing members while driving fasteners. Dependence on fasteners to draw drywall against the framing will not be acceptable.
- C. All boards shall fit tightly against the supporting frame work before applying joint treatment and concealing screw depressions.
- D. Joint Compound and Taping:
 - 1. Mix joint compound in strict accordance with manufacturer's recommendations.
 - 2. Apply taping or embedding compound in a thin uniform layer of all joints and angles to be reinforced. Immediately apply reinforcing tape centered over joint and seated into compound. Sufficient compound - approximately 1/64" to 1/32" - must remain under the tape to provide proper bond. Follow immediately with a thin skim coat to embed tape, but not to function as a second coat. Fold and embed tape properly in all interior angles to provide a true angle. The tape or embedding coat must be thoroughly dry prior to application of second coat.

3. Apply second coat of joint compound over embedding coat, filling panel taper flush with surface; cover tape and feather out slightly beyond first coat. On joints with no taper, cover the tape and feather out at least 4" on either side of tape. Allow second coat to dry thoroughly prior to application of finish coat.
4. Spread finish coat evenly over and extend slightly beyond second coat on all joints and feather to a smooth, uniform finish. Over tapered edges, do not allow finished joint to protrude beyond plane of the surface. Apply a finish coat to cover tape and taping compound at all tapered angles and provide a true angle. Where necessary, sand between coats and following the final application of compound to provide a smooth surface ready for decoration.

E. Finishing Fasteners

1. Apply a taping or all-purpose type compound to fasten depressions as the first coat. Follow with a minimum of two additional coats of topping or all-purpose compound, leaving all depressions level with the plane of the surface.

F. Finishing Beads and Trims

1. Apply first coat to all bead and trim and properly feather out from ground to plane of surface. Compound must thoroughly dry prior to application of second coat.
2. Apply second coat in same manner as first coat, extending compound slightly beyond onto face of panel. Compound must be thoroughly dry prior to application of finish.
3. Apply finish coat to all bead and trim, extending compound slightly beyond the second coat and properly feathering from ground to plane or surface. Sand finish as necessary to provide a flat, smooth surface ready for decoration.

3.09 PREPARATION FOR FINISHES

- A. All exposed surfaces of gypsum drywall which have depressions, gouges, cuts and dimples shall be spackled and sanded to present a smooth level surface acceptable for painting and wall covering by other trades.
- B. Spackle openings around pipes, switches and all other framed openings.

3.10 CLEANING

- A. Promptly remove joint compound from doors, door frames, windows, floors and all other surfaces which are not scheduled to receive the joint compound.
- B. At the completion of installation, remove all rubbish, excess material, scaffolding, tools, and other equipment from the building and job site and leave surfaces clean and whole.

END OF SECTION 09 29 00

SECTION 09 30 13 - CERAMIC TILE

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. Provide all ceramic tile work indicated on the Drawings and as specified herein,

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.
- B. ANSI A137.1 "American National Standard Specifications for Ceramic Tile".
- C. Tile Council of America (TCA) Handbook for Ceramic Tile Installation. This includes ANSI A108/A118/A136 "Standard Specifications for the Installation of Ceramic Tile".

1.3 SUBMITTALS

- A. Product Data
Submit manufacturers' specifications and installation instructions for the following:
 - 1. Each type of tile and trim unit specified.
 - 2. Setting materials specified.
 - 3. Grouting materials specified.
- B. Shop Drawings
Contractor shall provide drawing of all walls and floors showing layout of tile for approval. Space tile evenly at each wall.

1.4 QUALITY ASSURANCE

- A. Manufacturer
 - 1. Furnish tile of the same manufacturer and from the same origin for each tile type and color.
 - 2. Furnish setting and grouting materials of the same manufacturer and from the same origin for each tile type and method of installation, unless otherwise specified.
- B. Qualifications
Installer is to be a firm that has a minimum of five years experience with the installation of specified materials.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Delivery and Storage
 - 1. Deliver all materials of this Section to the job site in their original unopened containers with grade seals unbroken and labels intact and legible.
- B. Protection (General)

Use all means necessary to protect ceramic tile materials before, during, and after installation and to protect the installed Work and materials of all other trades.

- C. Replacements
In the event of damage, immediately make all repairs and replacements necessary to the approval of the Project Architect and at no additional cost to the Authority.

1.6 MAINTENANCE MATERIALS (EXTRA STOCK)

- A. Extra Materials: Provide 10% for use by owner.
- B. Provide new unopened cartons of extra materials, packaged with protective covering for storage and identity with appropriate label.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. General
 - 1. Furnish tile by the same manufacturer and from the same origin for each tile type.
 - 2. See finish schedule for wall tiles specified and colors.
 - 3. contractor may provide an approved equal.
- B. Mortars and Grout
 - 1. Dal-Tile Corporation, Dallas, Texas 75217.
 - 2. Or approved equal

2.2 MATERIALS

- A. Tile Products
 - 1. See drawings for trim at all exposed edges.
- B. Marble Saddles shall be Grade A, uniform in color with honed finish
- C. Setting Materials
 - 1. Latex Portland Cement Mortar: Thin-setting bed - complying with ANSI A118.4.
 - a. Prepackaged dry set mix mortar incorporating dry polymer additive in the form of a re-emulsifiable powder to which only water is added at job site, or latex additive, serving as a replacement for part or all of gauging water, added at job site to dry mortar mix. Comply with mixing directions of latex additive manufacturer and mortar manufacturer.
 - 1) Mapei: Ultraflex
 - 2) Laticrete: No. 253
 - b. Follow recommendations outlined in TCA Handbook for Ceramic Tile Installation.
- C. Grouting Materials
 - 1. Polymer modified tile grout: a factory prepared compound of Portland cement, dry polymers and special additives complying with ANSI A 118.7
 - a. Laticrete 1500 Sanded, for joints 1/8" or greater.
 - b. Laticrete 1600 Unsanded, for joints less than 1/8".
 - c. Mapei Keracolor S (Ker 200), for joints 1/8" or greater.
 - d. Mapei Keracolor U (Ker 800), for joints less than 1/8".
 - e. Color as approved by Architect.

- D. Miscellaneous Materials
 - 1. Tile Cleaner: Product acceptable to tile and grout manufacturers and as recommended by Ceramic Tile Institute.

2.3 MIXES

- A. Mix mortars, grouts and additives to comply with referenced standards and manufacturers recommendations. Accurately proportion materials for mixing to produce mortars and grouts of uniform quality with optimum performance characteristics.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Surfaces to receive tile shall be clean, firm and smooth.
- B. Inspect all surfaces prepared by others before starting tile work and report all unsatisfactory conditions to the Authority. Verify that wall surfaces are level, plumb and square and that floor slopes to drains. Starting tile work shall be considered acceptance of Work of others and existing substrate.
- C. Before proceeding with any tile work, verify:
 - 1. That floor finish is acceptable for installation.
 - 2. That plumbing contractor has installed all sleeves, drains, flashings and piping and that all piping systems have been run and tested for leakage.

3.2 PROJECT CONDITIONS

- A. Maintain environmental conditions and protect Work during and after installation to comply with referenced standards and manufacturer's printed recommendations.
- B. Vent temporary heaters to exterior to prevent injury to persons or damage to tile work from carbon dioxide or carbon monoxide buildup.
- C. Maintain temperatures at not less than 50 degrees Fahrenheit (10 degrees Celsius) in tiled areas during installation and for 7 days after completion, unless higher temperatures are required by referenced installation standard or manufacturer's instructions.

3.3 PREPARATION

- A. Prepare walls for tile installation in accordance with Tile Council of America's and product manufacturer's recommendations and requirements for wall and floor systems specified.

3.4 INSTALLATION, GENERAL

- A. ANSI Tile Installation Standard
Comply with applicable parts of ANSI 108 series of tile installation standards included under American National Standard Specifications for Installation of Ceramic Tile.
- B. TCA Installation Guidelines
Comply with Tile Council of America installation methods specified.
- C. All wall tile shall be laid up with vertical joints not over 1/16" thick, continuous and unbroken in perfect alignment.

- D. Tile shall be set to the required levels and planes with true lines and angles. Layout tile work and center tile fields in both directions in each space and on each wall area unless otherwise indicated on Drawings. Adjust to minimize tile cutting.
- E. Cut edges of tile shall be carefully ground and jointed. Do all cutting and drilling required for setting and as may be required by other contractors in a neat manner without marring the surface. Fit tile closely to electrical outlets, piping, fixtures and other penetrations so that plates, collars, or covers overlap tile.
Tile shall be terminated with bullnose units at top course unless otherwise shown.
- F. Eliminate all voids behind tiles.

3.6 WALL TILE INSTALLATION METHODS

- A. General
Install wall tile to comply with requirements indicated below for setting bed methods, TCA installation methods related to subsurface wall conditions and grout types.
 - 1. Thin set method, gypsum board on metal studs: TCA W243.
 - a. Latex Portland Cement Mortar Bond Coat: ANSI A118.4.
 - b. Grout: Polymer modified Portland cement. ANSI A118.7.

3.7 GROUT APPLICATION

- A. Where possible, tile should not be grouted sooner than 48 hours after setting.
- B. Clean all joints of dust, dirt, and foreign materials.
- C. When grouting wall tile thoroughly soak all joints with clean water. This is important as grout will not cure properly unless thoroughly soaked.
- D. Mix grout with clean water to a consistency of thick cream. Completely fill all joints and allow to set for a few minutes. Remove the surplus grout and finish flush and true. As soon as the grout has reached its initial set, thoroughly wash with a sponge and clean water. Polish with clean, dry cloths.

3.8 CLEANING

- A. Upon completion of all ceramic tile installation and grouting, thoroughly clean the exposed surface so it is free of foreign matter and stains. Clean grout from exposed tile surfaces.
- B. Unglazed tile may be cleaned with acid solutions only when permitted by tile and grout manufacturer's printed instructions, but not sooner than 14 days after installation. Protect metal and vitreous plumbing fixtures from effects of acid cleaning. Flush surface with clean water before and after cleaning. Remove all traces of acid solution upon completion of cleaning process.

3.9 PROTECTION

- A. As soon as the tile work in each space has been grouted and cleaned, it shall be covered with either reinforced kraft paper (sisal kraft) or other heavy covering. Floor covering shall be kept and maintained until completion of the Work of all trades, when it shall be removed without damage to tile or adjoining Work.

3.10 ATTIC STOCK

**FASHION INSTITUTE OF TECHNOLOGY
STUDENT HOUSING CORPORATION
COED RESIDENCE HALL FLOORS 9-10
BATHROOM RENOVATIONS**

PROJECT #C1543

- A. Additional 24 tiles of each type for walls; wrapped and labeled.

END OF SECTION 09 30 13

CERAMIC TILE 09 30 13 - 5

SECTION 09 67 23 - EPOXY RESIN FLOORING

PART 1 GENERAL

1.01 RELATED WORK SPECIFIED ELSEWHERE

- A. Self-Leveling Underlayment Concrete: Section 03 54 00
- B. Joint Sealants: Section 07 92 00

1.02 PRODUCT DESCRIPTION

Specification is based on products supplied by Dex-O-Tex Company.
Contractor may submit an equal product for use.

Décor-Flor Troweled Flooring System is a decorative trowel, broadcast applied flooring system designed to produce a seamless floor with integral coved base. The completed floor has nominal thickness of 3/16" (4.75mm) to 1/4" (6.35mm). The colored quartz granules are in a clear epoxy mortar binder, that is groutcoat and topcoated. The system is resistant to a wide range of chemicals (see Chemical Resistance Chart).

Décor-Flor Troweled Flooring System can be applied over concrete, metal or wood surfaces.

Color: DFS-B-06

Use Décor-Flor Troweled Dexcide series incorporating an anti-microbial biocide, which protects against growth of algae, bacteria, fungi, mold, mildew, yeast, etc.

1.03 SUBMITTALS

- A. Product Data: Submit printed product descriptions, physical properties data, color charts, specifications, and application instructions as applicable, for each material specified except reinforcement.
- B. Samples:
 - 1. Flooring and Base Combination: Each coarseness 12 inches x 12 inches x height of base plus one inch, complete with dividing strip at the toe and bead at top of base. Mount sample on plywood. Color to be determined by Architect. Contractor to provide two color charts.
 - 2. Underlayment Components: Provide Dex-O-Tex Cheminert flooring systems as per specific installation thickness.
- C. Quality Control Submittals:
 - 1. Test Reports: At the request of the Architect, furnish test reports from an independent testing laboratory showing that the submitted flooring

materials meet or exceed specified physical properties and performance requirements.

2. Certificates: Affidavit required under Article 3.01.
3. Installer's Qualifications Data: Affidavit required under Quality Assurance Article.
4. List of Completed Installations: At the request of the Director, furnish a list of at least 5 comparable installations of the submitted flooring materials with a satisfactory service life of not less than 3 years.

D. Contract Closeout Submittals:

1. Maintenance Data: Deliver 2 copies of the flooring manufacturer's printed recommendations for cleaning and maintaining the installed flooring to the Director's Representative.

1.04 QUALITY ASSURANCE

- A. Installer's Qualifications: The person supervising the Work of this Section and the workers installing the flooring system shall be personally experienced in epoxy resin flooring work and shall have been regularly employed by a company engaged in this type of flooring installation for a minimum of 3 years.
 1. Furnish to the Director the names and addresses of 5 similar projects which the foregoing people have worked on during the past 3 years.
- B. Materials furnished for each type and color of flooring and base shall be from the same batch number.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to the Site in factory sealed containers, clearly labeled and marked with manufacturer's name, address, batch number, and date of manufacture.
- B. Discoloration may occur under UV exposure, use DEXOTEX Aero-Flor where UV stability is required.
- C. Temperature during application must be 60° F (18° C) or greater.
- D. A waterproofing and crack isolation membrane can be installed prior to system application.
- E. Polymer floor coating, including those manufactured by Crossfield Products Corp., may show staining of tire marks from some brands and types of tires. Crossfield Products Corp. does not warrant its materials against tire staining.

- F. Moisture vapor transmission (MVT) in excess of 3.0 lbs. /1000 sq/ft 24 hr. period per ASTM F1869-04 may result in delamination, discoloration or improper curing. Use Dex-O-Tex VaporControl Primer 200 vapor control membrane over substrates, which have MVT emissions what exceed these limits. Consult with Crossfield prior to using Vapor Control Primer 100 if moisture vapor transmission exceeds 15 lbs/1000 sq/ft/per 24 hr period per ASTM F1869-04

1.06 PROJECT CONDITIONS

- A. Environmental Requirements:
1. Make arrangements thru the Director's Representative for maintaining temperature and relative humidity conditions necessary for proper installation and curing of the Work. Comply with flooring manufacturer's recommendations.
 2. Maintain temperature and relative humidity conditions necessary for proper installation and curing of the Work. Comply with flooring manufacturer's recommendations.
 3. Maintain sufficient ventilation in areas to receive the Work of this Section. Follow flooring manufacturer's recommendations.

PART 2 PRODUCTS

2.01 MATERIALS – TYPICAL PHYSICAL PROPERTIES at 75° F (24°C)

- A. Compressive Strength ASTM C579..... 11,750 psi
(Resin, Hardener, & Aggregate)..... (738 kg/cm²)
- B. Compressive Strength ASTM D695.....8,500 psi
(Resin & Hardener).....(597 kg/cm²)
- C. Tensile Strength ASTM C307..... 1,800 psi
(Resin, Hardener, & Aggregate)..... (127kg/cm²)
- D. Tensile Strength ASTM D6385,000 psi
(Resin & Hardener).....(352 kg/cm²)
- E. Flexural Strength ASTM C580..... 4,000 psi
(281 kg/cm²)
- F. Surface Hardness ASTM D2240 Shore D.....80-85
- G. Indentation Characteristics
(Steadily Applied Load) MIL-D-31134,..... 0.005”
Para. 4.7.4.2.1, 2000 lbs on (0.127 mm)
1” steel ram imposed for 30 minutes over
a concrete substrate, indented

- H. Indentation Characteristics MIL-D-31134, Para. 4.7.3.
(Impact Load)..... 0.011”
(2 lb. .908 kg.) Indent from steel ball (0.28 mm)
Dropped twice from 8 ft. height
- I. Adhesion ASTM D4541..... >400 psi
(100% failure in concrete).....(28.1 kg/cm²)
- J. Water Absorption MIL-D-3134 <1.0%
(Resin, Hardener, & Aggregate)..... (127kg/cm²)
- K. Abrasion Resistance ASTM D4060
(CS17, 1000gr load, 1000 cycles)..... 0.03gr
- L. Flammability ASTM D635.....Self-Extinguishing
Bonded to Concrete
- M. Skid Resistance
Varies depending upon surface texture selected
(See Crossfield Skid Resistance Characteristic)
- N. Microbial Resistant ASTM G21..... Passes
- O. Chemical Resistance (See Chemical Resistance Chart)

PART 3 EXECUTIONS

3.01 OVERVIEW OF INSTALLATION STEPS

- A. Prepare surface by careful and thorough removal of all laitance, grease, concrete curing agents and foreign matter.
- B. Apply Bondcoat Primer by squeegee, roller or brush.
- C. Trowel apply Décor-Flor II and colored quartz aggregate to a thickness of 3/16” (4.75mm) to 1/4” (6.35mm)
- D. Groutcoat with Décor-Flor II by squeegee or trowel, and by backrolling. Apply second groutcoat if required.
- E. Optional finishcoat, with matte finish or optional high performance clear sealer.

3.02 CLEANING

- A. Skid Resistance and Cleanability:
In general, the more aggressive the finished surface the greater the coefficient of friction and corresponding skid resistance, the more difficult to clean. The smoother the finished texture the easier the surface is to clean, but there is a loss of skid resistant properties.

- B. Cleaning and disinfecting compounds and cleaning techniques can affect the color, gloss, texture and performance of the system. As a precautionary step, Crossfield recommends that the end-user test their cleaning and disinfecting compounds on a sample or on a small, out of the way finished area, utilizing the intended cleaning technique prior to cleaning the entire surface area. If no deleterious effects are observed, the procedure can be continued. If the cleaning and disinfecting compounds or cleaning techniques damage the system, modification of the cleaning material or techniques will be required.
- C. Chemical Resistance:
See Crossfield Products Corp's., Chemical Resistance Guidelines for chemical resistance of a product or system, as well as the types of test performed:
- ASTM C868 Standard Test Method for Chemical Resistance of Protective Lining.
 - ASTM C267 Standard Test Method for Chemical Resistance of Mortars, Grouts, and Monolithic Surfacing and Polymer Concretes.
 - ASTM D1308 Standard Test Method for Effect of Household Chemicals on Clear and Pigmented Organic Finishes
 - Crossfield Products Corp. Proprietary Testing
- D. Limited Warranty:
NO WARRANTY SHALL BE EFFECTIVE UNTIL THE TERMS AND CONDITIONS OF SALE SET FORTH IN CROSSFIELD PRODUCTS CORP. INVOICE ARE MET.

Crossfield Products Corp. warrants to the purchaser of its products that such products are free from manufacturing defect. Crossfield does not warrant or guarantee the workmanship performed by any person or firm installing its products. Crossfield's obligation under this warranty is limited solely to the original purchaser and solely to the remedy of replacement in kind of any product which Crossfield sold which may prove defective in manufacture within one year from date of installation, provided said product was stored correctly and installed within the product's shelf life, by the original purchaser and which Crossfield examination shall disclose to Crossfield's satisfaction to be thus defective.

END OF SECTION 09 67 23

SECTION 09 91 01 - PAINTING

PART 1 GENERAL

1.01 RELATED WORK SPECIFIED ELSEWHERE

- A. Gypsum Drywall: Section 09 29 00

1.02 DEFINITIONS

- A. The word “paint” in this Section refers to substrate cleaners, fillers, sealers, primers, undercoats, enamels and other first, intermediate, last or finish coatings.
- B. The word “primer” in this Section refers to substrate cleaners, fillers, sealers, undercoats, and other first or intermediate coats beneath the last or finish coating.
- C. The words “finish paint” in this Section refers to the last or final coat and previous coats of the same material or product directly beneath the last or final coat.
- D. Finish Paint Systems: Finish paint and primers applied over the same substrate shall be considered a paint system of products manufactured or recommended by the finish coat manufacturer.
 - 1. Finish paint products shall meet or exceed specified minimum physical properties.

1.03 SUBMITTALS

- A. Painting Schedule: Cross-referenced Painting Schedule listing all interior substrates to be painted and specified finish paint type designation; product name and manufacturer, recommended primers and product numbers, and finish paint color designation for each substrate to be painted.
 - 1. Designate interior substrates by building name, floor number, room number, and surface to be painted.
- B. Product Data Sheets: Manufacturer’s published product data sheets describing the following for each finish paint product to be applied:
 - 1. Percent solids by weight and volume, solvent, vehicle, weight per gallon, ASTM D 523 gloss/reflectance angle, recommended wet and dry film thickness, volatile organic compound (VOC) content in lbs/gallon, product use limitations and environmental restrictions, substrate surface preparation methods, directions and precautions for mixing and thinning, recommended application methods, square foot area coverage per gallon, storage instructions, and shelf-life expiration date.
 - 2. Manufacturer’s recommended primer for each finish paint product and substrate to be painted.
 - 3. Manufacturer’s complete range of available colors for each finish paint product to be applied.

- C. Finish Paint Type Samples: Two finish paint samples applied over recommended primers for each substrate to be painted.
 - 1. Samples shall be in the designated color and specified ASTM D 523 reflectance as indicated on the drawings.
 - 2. Label each sample with the following information:
 - a. Project number and Painting Schedule designation describing substrates and locations represented by the sample.
 - b. Finish paint and primer manufacturer, product names and numbers, finish paint color and reflectance.
 - 3. Leave a 1 inch wide exposed strip of unpainted substrate and each coat of primer and finish paint.
 - 4. Sample Sizes:
 - a. Wall and Ceiling: 12 inch square panels.
 - b. Bar and Tubular Metals: 4 inch long bars or tubular stock.

- D. Quality Control Submittals:
 - 1. Test Reports: Furnish certified test results from an independent testing laboratory, showing that products submitted comply with the specifications, when requested by the Facilities Representative
 - 2. Certificates: Furnish certificates of compliance required under QUALITY ASSURANCE Article.

1.04 QUALITY ASSURANCE

- A. Volatile Organic Compounds (VOCs) Regulatory Requirements: Chapter III of Title 6 of the official compilation of Codes, Rules and Regulations of the State of New York (Title 6 NYCRR), Part 205 Architectural Surface Coatings.
 - 1. Certificate of Compliance: List of each paint product to be delivered and installed. List shall include written certification stating that each paint product listed complies with the VOC regulatory requirements in effect at the time of job site delivery and installation.

- B. Container Labels: Label each product container with paint manufacturer's name, product name and number, color name and number, thinning and application instructions, date of manufacture, shelf-life expiration date, required surface preparations, recommended coverage per gallon, wet and dry film thickness, drying time, and clean up procedures.

- C. Field Examples:
 - 1. Prior to on-site painting, at locations designated by the drawings, apply field examples of each paint type to be applied.
 - 2. Field examples to be applied on actual substrates to be painted and shall duplicate earlier approved paint samples.
 - a. Interior field examples to be applied in rooms and spaces to be painted with the same products.
 - b. Field Example Minimum Wet and Dry Film Thickness: As indicated on approved product data sheet.
 - c. Application: Apply each coat in a smooth uniform wet mil thickness without brush marks, laps, holidays, runs, stains,

cloudiness, discolorations, nail holes and other surface imperfections.

- 1) Leave a specified exposed width of each previous coat beneath each subsequent coat of finish paint and primer.
 - d. Use of Field Examples: Field examples shall serve as a quality control standard for acceptance or rejection of painting Work to be done under this Section.
3. Field Example Sizes:
 - a. Floor, Wall, and Ceiling Examples: 1 square foot.
 - b. Frame Examples: Frame with 6-inch-wide horizontal strips.
 - c. Doors to be electrostatically painted in shop prior to delivery on site.
 - d. See drawings for colors.
 4. Do not begin applying paints represented by field examples until examples have been reviewed and approved by the Architect.
 - a. Protect and maintain approved field examples until all painting work represented by the example has been completed and approved.
- D. Compatibility of Paint Materials: Primers and intermediate paints shall be products manufactured or recommended by the finish paint manufacturer.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Delivery: Deliver materials to the Site in original, unopened containers and cartons bearing manufacturer's printed labels. Do not deliver products which have exceeded their shelf life, are in open or damaged containers or cartons, or are not properly labeled as specified.
- B. Storage and Handling: Store products in a dry, well ventilated area in accordance with manufacturer's published product data sheets. Storage location shall have an ambient air temperature between 45 degrees F and 90 degrees F.

1.06 PROJECT CONDITIONS

- A. Environmental Requirements:
 1. Ambient Air Temperature, Relative Humidity, Ventilation, and Surface Temperature: Comply with paint manufacturer's published product data sheet or other printed product instructions.
 2. If paint manufacturer does not provide environmental requirements, use the following:
 - a. Ambient Air Temperature: Between 45 degrees F and .75 degrees F.
 - b. Relative Humidity: Below 75 percent.
 - c. Ventilation: Maintain the painting environment free from fumes and odors throughout the Work of this Section.
 - d. Surface Temperature: At least 5 degrees F above the surface dewpoint temperature.

3. Maintain environmental requirements throughout the drying period.
- B. The following items are not to be painted unless otherwise specified, noted or directed:
1. Exposed stainless steel, chrome, copper, bronze, brass, and aluminum.
 2. Factory prefinished items, such as doors and radiator enclosures.
 3. Galvanized items not exposed in finished spaces.
 4. Any finished materials such as floors, lights, sinks, trim, tile, mirrors, wood benches, etc.

1.07 EXTRA MATERIALS

- A. Provide extra finish paint materials, from the same production run as paints to be applied (4 gallons each type):
1. Four gallons each type of paint specified.

PART 2 PRODUCTS

2.01 PAINT MANUFACTURERS

- A. Where noted, the following finish paint manufacturers produce the paint types specified.
1. Benjamin Moore and Co., 51 Chestnut Ridge Rd., Montvale, NJ 07645, (201) 573-9600.
 2. PPG Architectural Finishes, One PPG Plaza, Pittsburgh, PA 15272, (800) 441-9695.
 3. Sherwin-Williams Co., Cleveland, OH 44101, (800) 321-8194.

2.02 MISCELLANEOUS PRODUCTS

- A. Bedding Compound: Water based pre-mixed gypsum wallboard joint compound.
- B. Cleaning Solvents: Low toxicity with flash point in excess of 100 degrees F.
- C. Color Pigments: Pure, nonfading, finely ground pigments with at least 99 percent passing a 325 mesh sieve.
- D. Galvanizing Compound, Cold: Single component compound with 93 percent pure zinc in the dried film and meeting the requirements of DOD-P-21035A (NAVY).
- E. Glazing Compound: ASTM C 669.
- F. Masking Tape: Removable paper or fiber tape, self-adhesive and nonstaining.
- G. Metal Filler: Polyester resin base autobody filler.
- H. Mineral Spirits: Low odor type recommended by finish paint manufacturer.

- I. Paint Stripper: As recommended by finish paint manufacturer.
- J. Spackling Compound: Water based pre-mixed plaster and gypsum wallboard finishing compound.
- K. Stain Blocker, Primer-Sealer: As recommended by finish paint manufacturer.
- L. Turpentine: ASTM D 13.

2.03 FINISH PAINT TYPES

- A. Physical Properties:
 - 1. Specified percent solids by weight and volume, pigment by weight, wet and dry film thickness per coat, and weight per gallon are minimum physical properties of acceptable materials.
 - a. Opaque Pigmented Paints: Physical properties specified are for white titanium dioxide base before color pigments are added.
 - b. Specified minimum wet and dry film thickness per coat are for determining acceptable finish paint products. Minimum wet and dry film thickness per coat to be applied shall comply with approved finish paint manufacturer's product data sheets.
 - 2. Gloss or Reflectance: The following ASTM D 523 specified light levels and angles of reflectance:
 - a. Flat: Below 15 at 85 degrees.
 - b. Eggshell: Between 5 and 20 at 60 degrees.
 - c. Satin: Between 15 and 35 at 60 degrees.
 - d. Semigloss: Between 30 and 65 at 60 degrees.
 - e. Gloss: Over 65 at 60 degrees.
- B. Interior Finish Paint Types:
 - 1. Paint Type IAL-3: Interior Acrylic Latex, Semigloss Enamel.
 - a. Solids by Weight: 49.0 percent.
 - b. Solids by Volume: 35.0 percent.
 - c. Solvent: Water.
 - d. Vehicle: Vinyl acrylic resin.
 - e. Weight Per Gallon: 10.0 lbs.
 - f. Wet Film Thickness: 3.8 mils.
 - g. Dry Film Thickness: 1.2 mils.
 - h. Manufacturers: Benjamin Moore, PPG, Sherwin-Williams.
 - 2. Paint Type IAL-4: Interior Acrylic Latex, Gloss Enamel.
 - a. Solids by Weight: 40.0 percent.
 - b. Solids by Volume: 32.0 percent.
 - c. Solvent: Water.
 - d. Vehicle: Vinyl acrylic resin.
 - e. Weight Per Gallon: 10.0 lbs.
 - f. Wet Film Thickness: 3.4 mils.
 - g. Dry Film Thickness: 1.2 mils.

- h. Manufacturers: Benjamin Moore, PPG, Sherwin-Williams.
- 3. Paint Type ISP: Interior Steel Primer, Flat.
 - a. Solids by Weight: 72.0 percent.
 - b. Solids by Volume: 52.0 percent.
 - c. Vehicle: Alkyd resin.
 - d. Weight Per Gallon: 11.4 lbs.
 - e. Wet Film Thickness: 3.0 mils.
 - f. Dry Film Thickness: 1.5 mils.
 - g. Manufacturers: PPG, Sherwin-Williams, Valspar.
- C. Colors: Provide paint colors either shown on contract drawings or to be selected by the Architect from finish paint manufacturers available color selections.
 - 1. Approved finish paint manufacturers to match designated colors of other manufacturers where colors are shown on contract documents.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Examine surfaces to be prepared, primed, or painted for compliance with contract documents, required environmental conditions, manufacturer's product data sheets, product label instructions and other written requirements.
 - 1. Do not begin any phase of the work without first checking and verifying that surfaces and environmental conditions are acceptable for such work and that any earlier phase deficiencies and discrepancies have been properly corrected.
 - a. The commencement of new work shall be interpreted to mean acceptance of surfaces to be affected.

3.02 PREPARATION

- A. Protection: Cover and protect surfaces to be painted, adjacent surfaces not to be painted, and removed furnishings and equipment from existing paint removals, airborne sanding particles, cleaning fluids and paint spills using suitable drop cloths, barriers and other protective devices.
 - 1. Remove and replace removable hardware, lighting fixtures, telephone equipment, other devices and cover plates over concealed openings in substrates to be painted.
 - a. Cover and neatly mask permanently installed hardware, lighting fixtures, cover plates and other devices which cannot be removed and are not scheduled for painting.
 - 2. Schedule and coordinate surface preparations so as not to interfere with work of other trades or allow airborne sanding dust particle to fall on freshly painted surfaces.
 - 3. Provide adequate natural or mechanical ventilation to allow surfaces to be prepared and painted in accordance with product manufacturer's instructions and applicable regulations.

4. Provide and maintain “Wet Paint” signs, temporary barriers and other protective devices necessary to protect prepared and freshly painted surfaces from damages until Work has been accepted.
- B. Clean and prepare surfaces to be painted in accordance with specifications, paint manufacturer’s approved product data sheets and printed label instructions. In the event of conflicting instructions or directions, the more stringent requirements shall apply.
1. Cleaners: Use only approved products manufactured or recommended by finish paint manufacturer. Unless otherwise recommended by cleaner manufacturer, thoroughly rinse with clean water to remove surface contaminants and cleaner residue.
- C. Surfaces:
1. Steel Frames: Fill indentations and cracks with metal filler; sand smooth to match adjacent undamaged surfaces.
 2. Gypsum Wallboard:
 - a. Fill cracks, holes, and other indentations smooth to adjacent surfaces using specified bedding, spackling, and finishing compounds.
 - b. Gypsum Wallboard: Fill and sand smooth minor bedding and finishing compound defects.
 - c. Vacuum and wipe surfaces free of all sanding residue and dust
 3. Other Substrates: See finish paint manufacturer’s recommendations.
- D. Painting Material Preparations:
1. Prepare painting materials in accordance with manufacturer’s approved product data sheets and printed label instructions.
 - a. Stir materials before and during application for a consistent mixture of density. Remove container surface paint films before stirring and mixing.
 - b. Slightly tint first opaque finish coat where primer and finish coats are the same color.
 - c. Do not thin paints unless allowed and directed to do so in writing within limits stated on approved product data sheets.

3.03 APPLICATION

- A. Environmental Conditions:
1. Water-based Paints: Apply when surface temperatures will be 50 degrees Fahrenheit to 90 degrees Fahrenheit throughout the drying period.
 2. Other Paints: Apply when surface temperatures will be 45 degrees Fahrenheit to 95 degrees Fahrenheit throughout the drying period.
- B. Install approved paints where specified, or shown on the drawings, and to match approved field examples.
1. Paint Applicators: Brushes, rollers or spray equipment recommended by the paint manufacturer and appropriate for the location and surface area to be painted.

- a. Approved minimum wet and dry film thicknesses shall be the same for different application methods and substrates.
- C. **Paint Type Coats To Be Applied:** Unless specified otherwise by finish paint manufacturer's product data sheet, the number of coats to be applied for each paint type are as follows:
1. **Paint Types:**
 - a. **New Unpainted Surfaces:** Apply 1 coat of primer and 2 coats of finish paint.
 - b. **Existing Painted Surfaces:**
 - 1) Apply 2 coats of finish paint when existing paint has a lower gloss.
 - 2) Apply one coat of primer and 2 finish coats when existing paint has a higher gloss.
 - c. **Paint Types for Restrooms: Provide mildewcide additive for bathrooms, kitchens, janitor closets, laundry rooms, restrooms and other wet or damp areas.**
- D. **Surfaces:** Unless otherwise specified or shown on the drawings, paint surfaces as follows:
1. Unless otherwise noted, paint interior exposed wall and ceiling air supply and return grilles; electrical panel and fuse boxes, raceways and conduits; heating convector cabinets, radiators, radiator cabinets, unit heaters, and similar existing and installed devices and equipment by other trades.
 - a. Paint substrates to match adjacent wall or ceiling surfaces.
 - b. Paint exposed surfaces when any part of the surface is on or within 8 inches of ceiling or wall surface to be painted.
 - c. Paint visible interior surfaces behind grilles, guards and screens.
 2. **Frames:** Unless otherwise noted, paint doors and frames the same color in the next highest gloss as adjacent wall surfaces.
 - a. Where walls are not the same color on both sides of a door frame, change frame color at the inside corner of the frame stop.
 - b. Prime and finish paint door faces and edges before installation.
 - 1) Paint door edges the same paint type color as the exterior side of the door.
 - c. Do not paint door components which are clearly not intended to be painted such as non-ferrous hardware, frame mutes, and weather stripping.
 - d. Do not allow doors and frames to touch until paint is thoroughly dry on both surfaces.

3.04 ADJUSTING AND CLEANING

- A. Reinstall removed items after painting has been completed.
 1. Restore damaged items to a condition equal to or better than when removed. Replace damaged items that cannot be restored.
- B. Touch up and restore damaged finish paints. Touch up and restoration paint coats are in addition to the number of specified finish paint coats.

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- C. Remove spilled, splashed, or spattered paint without marring, staining or damaging the surface. Restore damaged surfaces to the satisfaction of the Architect.
- D. Remove temporary barriers, masking tape, and other protective coverings upon completion of painting, cleaning and restoration work.

END OF SECTION 09 91 01

SECTION 10 21 00 - TOILET COMPARTMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Solid plastic toilet compartments including the following: (ARIA)
 - 1. Floor and wall mounted toilet compartments.

1.2 RELATED WORK

- A. Section 05 50 00 – Metal Fabrications.
- B. Section 06 10 00 – Rough Carpentry.

1.3 REFERENCES

- A. ASTM International (ASTM):
 - 1. ASTM A 666 – Standard Specification for Stainless and Heat-Resisting Chromium-Nickel Steel Plate, Sheet, and Strip.
 - 2. ASTM B 221 – Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes.
 - 3. ASTM E 84 – Standard Test Method for Surface Burning Characteristics of Building Materials.
- B. National Fire Protection Association (NFPA):
 - 1. NFPA 286 – Standard Methods of Fire Tests for Evaluating Contribution of Wall and Ceiling Interior Finish to Room Fire Growth.

1.4 SUBMITTALS

- A. Submit under provisions of Section 01 33 00 – Submittals.
- B. Product Data: Manufacturer’s data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.
- C. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.
 - 1. Include coordinated dimensions for equipment and furnishings specified in other Sections.
- D. Verification Samples: For each finish product specified, two samples, representing actual product, color and finish.
- E. Manufacturer’s Certificates: Certify products meet or exceed specified requirements.
- F. Closeout Submittals: Provide manufacturer’s maintenance instructions that include recommendations for periodic checking and adjustment, cleaning and maintenance.

1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Five years or more experience in manufacture of laboratory casework and equipment of type specified.
- B. Installer: Five years or more experience with installation of similar products, and acceptable to the manufacturer.
- C. Mock-Up: Provide a mock-up for evaluation of fabrication techniques and application workmanship.
 - 1. Install in areas designated by Architect.
 - 2. Do not proceed with remaining work until installation is approved by Architect.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store products in the manufacturer's unopened packaging until ready for installation.
- B. Protect finished surfaces from soiling or damage during handling and installation.

1.7 COORDINATION AND SCHEDULING

- A. Schedule delivery of access flooring so that spaces are sufficiently complete and access flooring materials can be installed immediately following delivery.

1.8 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's recommended limits.

1.9 WARRANTY

- A. Manufacturer's Warranty: Provide manufacturer's standard 25 year limited warranty for against breakage, corrosion, and delamination under normal conditions.

PART 2 - PRODUCTS

2.1 MANUFACTURER

- A. Acceptable Manufacturer: Scranton Products, which is located at: 801 E. Corey St.; Scranton, PA 18505; Toll Free Tel: 800-445-5148; Fax: 855-376-6161; Email:[request info \(info@scrantonproducts.com\)](mailto:requestinfo@scrantonproducts.com); Web:www.scrantonproducts.com
- B. Substitutions may be submitted if equal.

2.2 MATERIALS

- A. Doors, Panels and Pilasters:
 - 1. High density polyethylene (HDPE), fabricated from polymer resins compounded under high pressure, forming single thickness panel.
 - 2. Waterproof and nonabsorbent, with self-lubricating surface, resistant to marks by pens, pencils, markers, and other writing instruments.
 - 3. Thickness: 1 inch (25 mm) with 1/4 inch (6 mm) radius edges. One edge of

- 4. pilaster and transom panels to be ship lapped.
- 4. Recycled Content (Post Industrial): 25 %.
- 5. Fire Rating: Not required.
- B. Aluminum and Aluminum Extrusions: ASTM B221, 6463-T5 alloy and temper.
- C. Stainless Steel: ASTM A167, Type 304.

2.3 TOILET COMPARTMENT SYSTEM

- A. Basis of Design: ARIA Toilet Partitions as manufactured by and supplied by Scranton Products.
 - 1. Style: Full height floor mounted overhead braced toilet compartments.
- B. System Construction:
 - 1. System Specified Height: As determined by the Architect.
 - a. Toilet Partition System Height: 89”
 - 1) Doors 79 inches high. Mounted 1 inch (25 mm) above finished floor.
 - b. Shower Partition System Height: 77”
 - 1) Doors 72 inches high. Mounted 1 inch (25 mm) above finished floor.
 - 2) No Transom Panel.
 - 2. Dividing Panels: Two panels stacked and secured with 3 dowels ensuring proper alignment totaling the system specified height
 - a. Trim: Application to hide seam gap between dividing panels.
 - 3. Pilasters: System specified height, shoeless system secured with 3/4 inch (19 mm) long stainless steel tamper resistant Torx head screws and angled wall brackets.
 - 4. Transom Panel: Height required to accommodate specified system height with ship lap on one edge. Mounted with four mending plates using 3/4 inch (19 mm) long stainless steel tamper resistant Torx head screws.
 - 5. Wall Brackets: (41 inches) (54 inches) (82 inches) long, heavy-duty aluminum. Mounts to pilasters, panels and walls with 3/4 inch (19 mm) long stainless steel tamper resistant Torx head screws.
- C. System Design:
 - 1. Door Design: Traditional Series; Model 1000.
 - 2. Side Panel Design: Plain (standard).
 - 3. Color: Metallic; Stainless. Texture: Rotary brushed.
 - 4. Trim: N/A

2.4 HARDWARE

- A. Hinges:
 - 1. Helix style 78 inches (1981 mm) edge mounted continuous hinge for toilet partition doors.
 - a. Stainless steel: 0.09 inch (1.88 mm) thick 304-2B stainless steel using a stainless-steel pin in 0.25 inch (5.94 mm) diameter.
 - b. Closing degree is minus 5 degrees. Hinge is designed to come to a full

- close on its own weight.
- 2. Helix style 71 inches (1803 mm) edge mounted continuous hinge for shower partition doors.
 - a. Stainless steel: 0.09 inch (1.88 mm) thick 304-2B stainless steel using a stainless-steel pin in 0.25 inch (5.94 mm) diameter.
 - b. Closing degree is minus 5 degrees. Hinge is designed to come to a full close on its own weight.
- B. Occupancy Indicator Latch and Housing: Satin stainless-steel showing green and red occupancy indicators.
 - 1. Latch housing: Satin stainless steel.
 - 2. Slide bolt and button: Satin stainless steel.
 - 3. Door Pulls: Satin stainless steel.
- C. Coat Hook and Bumper:
 - 1. Combination type, chrome plated Zamak.
 - 2. Equip outswing handicapped doors with second door pull and door stop.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas receiving toilet partitions, panels and pilasters for correct height and spacing of anchorage, blocking and plumbing fixtures that affect installation of partitions. Report discrepancies to the Architect.
- B. Do not begin installation until substrates have been properly prepared.
- C. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.2 PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

3.3 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Install partitions rigid, straight, plumb, and level manor, with items laid out as shown on shop drawings.
- C. Clearance at vertical edges of doors shall be uniform top to bottom.
- D. No evidence of cutting, drilling, and/or patching shall be visible on the finished work.
- E. Finished surfaces shall be cleaned after installation and be left free of imperfections.

3.4 PROTECTION

- A. Take protective measures to prevent exposure to other construction activity.
- B. Protect installed products until completion of project.

3.5 CLEANING

- A. Clean surfaces to remove soiling, stains, dust, and dirt using materials acceptable to manufacturer.
- B. Touch-up, repair or replace damaged products and defective work, as directed by Architect.
- C. Leave installation area clean, free of residue and debris resulting from work of this Section.

END OF SECTION 10 21 00

SECTION 10 28 00 - TOILET AND BATH ACCESSORIES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Toilet paper dispensers
2. Waste receptacles
3. Sanitary napkin disposal units
4. Mirrors
5. Robe hooks
6. Seat cover dispensers
7. Hinged wall mirrors
8. Soap dishes
9. Shower rods
10. Pipe covers

B. Related Sections:

1. Gypsum Board System: Section 09 21 16
2. Ceramic Tile: Section 09 30 13

1.2 REFERENCES

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- A. Federal Specifications (FS)
- B. Cabo/ANSI A117.1-1992

1.3 SUBMITTALS

- A. Product Data: Written technical information for each accessory specified.
- B. Shop Drawings: For each item specified herein, indicating schedule of locations and installation details.
- C. Warranties.

1.4 QUALITY ASSURANCE

- A. Manufacturer's Qualifications: A company regularly engaged in manufacture of products specified in this section, whose products have been in satisfactory use, under similar service conditions, for not less than 5 years.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Execute product manufacturer's special instructions to prevent damage to products. Store products in manufacturer's original shipping containers.

1.6 COORDINATION

- A. Use manufacturer's instructions and data to determine anchorage requirements for products specified. In a timely manner, distribute the following to affected installers of related work:

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1. Components and anchorage devices provided by toilet accessory manufacturer for incorporation into other work.
2. Coordination data including setting drawings, templates, instructions, etc., for cutouts and installations.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Provide products complying with requirements of the contract documents and made by one of the following:

1. Bradley Corporation (Basis of the Design unless otherwise indicated)
2. A & J Washroom Accessories
3. American Specialties, Inc.
4. Bobrick Washroom Equipment Inc.
5. McKinney/Parker, Inc., a subsidiary of Essex Industries, Inc.

B. For each distinct type of toilet accessory, provide accessories fabricated by a single manufacturer.

2.2 TOILET ACCESSORIES

Products which have minor differences from those outlined below as the basis of design, will be accepted when, in the judgment of the Architect and Owner, such differences do not detract from design concept or intended performance.

A. Toilet Paper Dispenser:

1. Bobrick Model # B-2890
2. Approved Equal

B. Waste Receptacle:

1. Bobrick Model # B-277
2. Approved Equal.

C. Sanitary Napkin Disposal:

1. Bobrick Model # B-270
2. Approved Equal

D. Shower Curtain Rod:

1. Model No. 9539, 1 1/4" O.D., concealed mounting, Stainless Steel, by Bradley.
 - a. Flanges: fabricated of glass polyproblene, 3-1/8" diameter. Shower rod support sleeves formed with flange as one piece. Custom lengths per existing conditions.
 - b. Escutcheons: Type 304, satin finish, 20 gauge stainless steel, one piece drawn down, vandal-resistant. Snaps over flanges to conceal mounting screws.
 - c. Tubing: Type 304, satin finish, 18 gauge stainless steel, seamless construction, 36" long, cut to fit at each location as indicated on plans.

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2. Approved Equal.

E. Mirror:

1. See drawings for locations

- a. Angle Frame, type 304 satin finish stainless steel frame with heliarc-welded ground smooth corners, see drawings for dimensions.
- b. Polished plate/float glass, 1/4" thick, electro-copper plated and waterproofed with metal backing.
- c. Provide concealed hangers with theft-proof locking device for securing mirror to wall.

2. Approved Equal.

F. Robe Hook:

1. See Drawings for locations.

- a. Kohler Model # K-37055
- b. Approved equal.

G. Undersink Protective Pipe Covers:

1. Lavguard 2 EZ, by Truebro.
2. Approved Equal.

H. Hinged Wall Mirror

1. Kimball & Young Model # 24043

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2. Approved Equal

I. Seat Cover Dispenser

1. Bobrick Model # B-221

2. Approved Equal

J. Soap Dish

1. A&J Washroom Accessories Model # UX119

2. Approved Equal

2.3 MATERIALS

A. Mounting Devices and Fasteners: Provide toilet accessory manufacturer's recommended items for substrates and conditions indicated.

2.4 FABRICATION

A. Manufacturer's Trademarks and Model Numbers: Neither name nor trademark of manufacturer is acceptable on exposed surfaces of accessories. Provide manufacturer's name and model number on stamped plate or waterproof label securely affixed to unexposed surface of accessory.

B. Surface Mounted Accessories: Where possible, design accessory to provide concealed anchorage when installed. Precisely-fit seams and joints. Roll exposed edges unless indicated otherwise. Use full-length stainless steel piano-type hinges for access doors and panels.

- C. Recess Mounted Accessories: Design accessories to provide concealed anchorage when closed. Weld all joints. Precisely miter corners where indicated. Use full-length stainless steel piano-type hinges for access doors and panels.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Accessory Locations: Coordinate accessory locations with other work to avoid interference and to ensure proper operation and servicing of accessories. Notify the Architect in writing of any conflicts concerning product placement, for resolution. Do not proceed without resolution.
- B. Correct unsatisfactory substrate conditions before start of accessory installation.

3.2 PREPARATION

- A. Clean surfaces to receive accessories. Protect surrounding elements from damage during accessory installation.

3.3 INSTALLATION

- A. Perform installation in accordance with manufacturer's instructions, except where more stringent requirements are shown or specified, and except where project conditions require extra precautions or provisions to ensure satisfactory performance of the work.
- B. Provide plumb, level accessory installations.

- C. Securely attach accessories to substrate. Use stainless steel expansion shields and bolts, and stainless steel toggle bolts at cavities. Do not use plastic or lead anchors.
- D. Accessories Installed for Use by Handicapped Persons: Install as indicated on drawings.

3.4 ADJUSTING

- A. Adjust accessories as required to provide smooth operation and trouble free servicing.

3.5 CLEANING

- A. Clean and polish exposed surfaces of accessories using accessory manufacturer's recommended procedures and cleaning agents.

3.6 PROTECTION

- A. Provide coverings as required to protect installed accessories.

END OF SECTION 10 28 00

SECTION 10 28 14 - ELECTRIC HAND DRYERS

PART 1 GENERAL

1.1 SUBMITTALS

- A. Product Data: Catalog sheets, specifications and installation instructions.
- B. Contract Closeout Submittals:
 - 1. Operation & Maintenance Data: Deliver 2 copies, covering the installed product to the Director's Representative.

PART 2 PRODUCTS

2.1 ELECTRIC HAND D RYERS - SURFACE MOUNTED

- A. Touch-free Capacitive Sensor Activation: Dyson Airblade V, model No. HU02; Item No. 307174-01. Die-cast aluminum casing with anti-microbial scuff resistant lacquer coating on exterior surface. Sprayed nickel finish. 110-127V AC, 8.3A 1000W, 92,000 rpm.
- B. or equal

PART 3 EXECUTION

3.1 INSTALLATION

- A. Unless otherwise indicated install all hand dryers to be surface mounted 37" A.F.F for disabled users.
- B. Verify availability and characteristics of electrical power. Drill minimum two (2) inch diameter holes for electrical service entrance through backplate.
- C. Do not began installation until substrates are complete and ready for installation of electric hand dryers.
- D. Locate and install mounting bracket in accordance with manufacture's written instructions. Use minimum 0.25-inch anchor to mount bracket. Mount electric hand dryer at height above finished floor recommended by manufacturer.
- E. Install electric hand dryer in accordance with manufacturer's written instructions, using fasteners appropriate to substrate indicated and recommended by manufacture. Install electric hand dryers level, plumb, and firmly anchored in locations and at heights indicated.

3.2 CLEANING AND PROTECTION

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- A. Adjust electric hand dryers for smooth operation. Replace damaged or defective components.
- B. Remove protective coverings from finished surfaces.
- C. Clean exposed surfaces using materials and methods recommended by manufacture.

END OF SECTION 10 28 14

EXHIBIT D: DRAWINGS

Fashion Institute of Technology State University of New York

Student Housing Corporation Co-Ed Residence Hall Bathroom Renovations

9th & 10th Floors
Project No. C1486

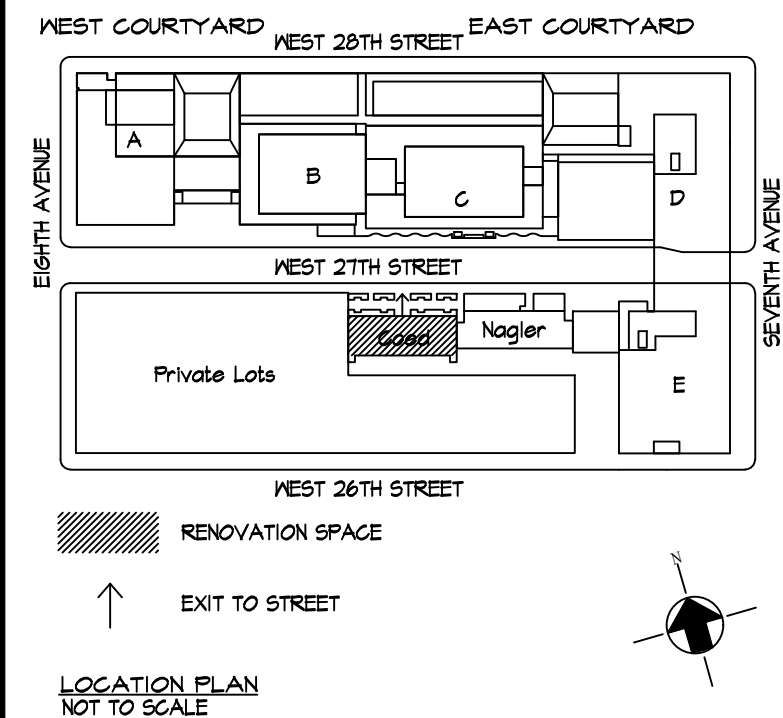
230 WEST 27TH ST
New York, NY 10001

Architects/Planners (WBE/DBE)
David Smotrich & Partners LLP

443 Park Avenue South
New York, NY 10016

March 15, 2022

REV. NO. DATE REVISIONS



Environmental Consultants
EPM, Inc.
1983 Marcus Ave. Suite 109
Lake Success, NY 11042 / (516) 328-1194

MEP Consultant
MG Engineering D.P.C.
116 West 32nd Street
New York, NY 10001 / (212) 643-9055

**Fashion Institute of Technology
Student Housing Corporation**
230 WEST 27TH STREET
NEW YORK, NY 10001

David Smotrich & Partners LLP
Architects/Planners
443 Park Avenue South
New York, NY 10016
212 889 4045 Fax 212 889 3672

PROJECT:
CO-ED RESIDENCE HALL BATHROOM
RENOVATIONS - 9TH-10TH FLOORS
230 WEST 27TH ST
NEW YORK NY 10001

DRAWING TITLE:
COVER

SEAL & SIGNATURE: DATE: 03.15.2022
PROJECT No: 13204.110
DRAWING BY: AP&TM&LX
CHK BY: CS
DWG No:
T-000.00
SCALE: NTS 1 of 16

Material Designations

	CONCRETE MASONRY UNITS
	GLASS
	GYPSUM DRYWALL/ CEMENT FILL
	INSULATION (LOOSE OR BATT)
	INSULATION (RIGID)
	METAL (SMALL SCALE)
	PLYWOOD
	STEEL (LARGE SCALE)
	TILE - CERAMIC, ACOUSTIC, VCT
	WOOD, FINISHED
	WOOD, ROUGH

Abbreviations

ACCES	ACCESSORY	INFO	INFORMATION
ACCU	ACOUSTICAL	MFD	MANUFACTURED
AFF	ABOVE FINISHED FLOOR	MFR	MANUFACTURER
AL	ALUMINUM	MECH	MECHANICAL
ALT	ALTERNATE	MTL	METAL
ANOD	ANODIZED	MIN	MINIMUM
APPL	APPLIANCE	MISC	MISCELLANEOUS
ARCH	ARCHITECTURAL	MLWK	MILLWORK
		MTD	MOUNTED
BLDG	BUILDING	NIC	NOT IN CONTRACT
BD	BOARD	NTS	NOT TO SCALE
BLK6	BLOCKING		
BO	BOTTOM OF	OPF HAND	OPPOSITE HAND
CAB	CABINET	PLYWD	PLYWOOD
CPT	CARPET		
CL6	CEILING	RCP	REFLECTED CEILING PLAN
COAT6	COATING		
CONC	CONCRETE	RFI	REQUEST FOR INFORMATION
CONSTR	CONSTRUCTION		
COV	COVER		
CMU	CONCRETE MASONRY UNIT	RM	ROOM
		RO	ROUGH OPENING
DBL	DOUBLE	SF	SQUARE FEET
DEPT	DEPARTMENT	SIM	SIMILAR
DET	DETAIL	SMC	SURFACE MOUNTED CONDUIT
DIA	DIAMETER	SS	STAINLESS STEEL
DIFF	DIFFUSER	STD	STANDARD
DIM	DIMENSION	STL	STEEL
DN	DOWN	SUSP	SUSPENDED
DR	DOOR		
DWGS	DRAWINGS	THK	THICK
		TYP	TYPICAL
ELEC	ELECTRICAL	UON	UNLESS OTHERWISE NOTED
ENG	ENGINEER		
EQ	EQUAL	VF	VERIFY IN FIELD
EQUIP	EQUIPMENT		
ETC	ETCETERA		
EXIST	EXISTING		
EXT	EXTERIOR		
FAB	FABRICATION	W	WITH
FEC	FIRE EXTINGUISHER	WO	WOOD
		W/O	WITHOUT
		WT	WEIGHT
FIN	FINISH		
FR	FIRE RAT(ING)(ED)		
GA	GAUGE		
GC	GENERAL CONTRACTOR		
GL	GLASS		
GYP	GYPSUM		
HD	HEAD		
HDWD	HARDWOOD		
HDWE	HARDWARE		
HM	HOLLOW METAL		
HVAC	HEATING, VENTILATION, AND AIR CONDITIONING		

Special Inspections

SPECIAL INSPECTIONS REQUIRED IN ACCORDANCE WITH CHAPTER 17 AND THE APPLICABLE SECTIONS OF THE NYC CONSTRUCTION CODE ARE LISTED IN THE FOLLOWING TABLES:

THE CONTRACTOR MUST NOTIFY THE ARCHITECT OR ENGINEER FOR SPECIAL INSPECTIONS AT LEAST 72 HOURS BEFORE THE SPECIFIC WORK COMMENCES.

NOTE: REQUIRED INSPECTIONS AND TESTS OF MATERIALS DESIGNATED FOR "SPECIAL INSPECTION" BY THE CONTRACTOR SHALL BE MADE UNDER THE DIRECT SUPERVISION OF A LICENSED ARCHITECT OR ENGINEER RETAINED BY OR ON THE BEHALF OF THE CONTRACTOR WHO SHALL BE ACCEPTABLE TO THE ARCHITECT OR ENGINEER WHO SUPERVISED THE PREPARATION OF THE PLANS.

FIRE RESISTANT PENETRATIONS AND JOINTS	BC 1704.21
FIRE RATED CONSTRUCTION	BC 1103.4
FINAL INSPECTION	28-116.2.4.2, BC 1005.5

Graphic Symbols

	SECTION LETTER
	BUILDING SECTION REFERENCE
	DETAIL NO.
	WALL SECTION OR DETAIL REFERENCE
	DETAIL NUMBER
	DETAIL REFERENCE
	ELEVATION NUMBER
	WALL ELEVATION REFERENCE
	NORTH INDICATOR
	REVISION NO.
	DOOR TYPE NO.
	WINDOW NO.
	ROOM/SPACE NO.
	CENTERLINE
	PARTITION TYPE INDICATOR
	LEVEL LINE
	ALIGN
	APPLIANCE AND PLUMBING FIXTURE DESIGNATION
	FLOORING DESIGNATION BASE DESIGNATION
	WALL MATERIAL DESIGNATION
	HIDDEN LINES OR REMOVALS
	EXISTING WORK TO REMAIN
	EXISTING WORK TO BE REMOVED
	NEW INFILL
	NEW PARTITIONS
	EXISTING DOOR & FRAME TO REMAIN
	NEW DOOR & FRAME W/ DOOR NUMBER
	EXISTING DOOR & FRAME TO BE REMOVED
	EXISTING SUSPENDED CEILING TO BE REMOVED
	EXIT SIGN
	EXIT SIGN W/ DIRECTIONAL ARROWS
	ELECTRICAL OUTLET DUPLEX
	ELECTRICAL OUTLET QUADRUPLEX
	DATA OUTLET
	JUNCTION BOX
	SWITCH
	3-WAY LIGHT SWITCH, DIMMER
	3-WAY LIGHT SWITCH, EMERGENCY NIGHT LIGHT
	3-WAY LIGHT SWITCH, DIMMER
	THERMOSTAT
	OCCUPANT SENSOR
	CLOCK
	EMERGENCY TELEPHONE
	DRINKING FOUNTAIN
	FLOOR OUTLET
	A/V SPEAKER, CEILING MOUNTED

General Notes

- THE FOLLOWING NOTES SHALL APPLY THROUGHOUT. EXCEPTIONS ARE SPECIFICALLY NOTED ON EACH DRAWING.
- ALL WORK OF THIS CONTRACT SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE NEW YORK CITY BUILDING CODE AND REGULATIONS OF OTHER AGENCIES HAVING JURISDICTION ON THE WORK OF THIS CONTRACT.
 - DO NOT SCALE DRAWINGS; DIMENSIONS SHOWN GOVERN. LARGER SCALE DRAWINGS SHALL GOVERN OVER SMALLER SCALE. USE DIMENSIONS ONLY. ALL DIMENSIONS AND CONDITIONS SHOWN AND ASSUMED ON THE DRAWINGS MUST BE VERIFIED AT THE SITE BY THE CONTRACTOR BEFORE ORDERING ANY MATERIAL OR DOING ANY WORK. ANY DISCREPANCIES IN THE DRAWINGS AND SPECIFICATIONS SHALL BE REPORTED TO THE ARCHITECT. NO CHANGE IN DRAWINGS OR SPECIFICATIONS IS PERMISSIBLE WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT/ENGINEER. NO WORK SHALL PROCEED UNTIL SUCH DISCREPANCY HAS BEEN RECTIFIED.
 - ALL WORK ON THESE DRAWINGS SHALL BE CONSIDERED NEW WORK WHETHER STATED OR NOT EXCEPT WHERE SPECIFICALLY NOTED AS 'EXISTING TO REMAIN'.
 - COORDINATION OF ALL WORK UNDER THIS CONTRACT SHALL BE MAINTAINED TO ENSURE THE QUALITY AND TIMELY COMPLETION OF THE WORK/PROJECT.
 - THE CONTRACTOR SHALL DISCONNECT AND/OR REMOVE ANY EXISTING PLUMBING, ELECTRICAL FIXTURES, WIRE CONDUITS, OR OTHER WORK WHICH MIGHT INTERFERE WITH THE WORK OF THIS CONTRACT. AFTER NEW WORK IS COMPLETED, THE DISCONNECTED OR REMOVED ITEMS SHALL BE REINSTALLED BY THE CONTRACTOR AT THE SAME LOCATION OR AT NEW LOCATION IF INDICATED ON DRAWINGS. CONTRACTOR TO FURNISH ALL NECESSARY NEW MATERIALS/HARDWARE FOR COMPLETION OF WORK.
 - THE CONTRACTOR SHALL PATCH, REPAIR OR REPLACE ALL DAMAGED OR EXPOSED SURFACES DUE TO CONTRACT WORK. ALL NEWLY INSTALLED, PATCHED WORK AND ALL AFFECTED AREAS SHALL BE PAINTED OR FINISHED AS INDICATED OR TO MATCH EXISTING. ALL WORK SHALL BE PERFORMED TO COVER THE ENTIRE HORIZONTAL OR VERTICAL SURFACE TO THE CLOSEST CORNER IN ALL FOUR DIRECTIONS TO MATCH EXISTING CONDITIONS.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADEQUATELY BRACING AND PROTECTING ALL WORK DURING CONSTRUCTION AGAINST DAMAGE, BREAKAGE, COLLAPSE, DISTORTIONS AND INCORRECT ALIGNMENTS ACCORDING TO ALL APPLICABLE CODES AND STANDARDS OF GOOD PRACTICE.
 - THE CONTRACTOR SHALL INCLUDE ALL PREPARATORY AND ASSOCIATED SUPPLEMENTARY WORK TO PROVIDE A COMPLETE AND FINISHED INSTALLATION.
 - WHERE MANUFACTURER'S NAMES AND PRODUCT NUMBERS ARE INDICATED ON DRAWINGS, IT SHALL BE CONSTRUED TO MEAN THE ESTABLISHMENT OF QUALITY AND PERFORMANCE STANDARDS OF SUCH ITEMS. ALL OTHER PRODUCTS MUST BE SUBMITTED TO THE ARCHITECT FOR APPROVAL BEFORE THEY SHALL BE DEEMED EQUAL.
 - FIRESTOPPING SHALL BE INSTALLED AT ALL NEW & EXISTING PENETRATIONS OF FIRE RATED CONSTRUCTION AS PER SPECIFICATIONS.
 - SIZE OF MASONRY UNITS AND WOOD MEMBERS ON PLANS, BUILDING ELEVATIONS AND SECTIONS ARE SHOWN AS NOMINAL SIZE, UNLESS OTHERWISE NOTED.
 - DIMENSIONS ON PLANS ARE INDICATED FROM SURFACE TO SURFACE BETWEEN WALLS, PARTITIONS AND OTHER ITEMS EXCLUSIVE OF FINISHES.
 - PROVIDE GUARDS, RAILS, BARRICADES, FENCES, NIGHT LIGHTING, ETC., AS REQUIRED BY THE NEW YORK CITY BUILDING CODE, SECTION 1901.5 AND AS REQUIRED TO PROVIDE ADEQUATE PROTECTION.
 - WHERE INDICATED OR REQUIRED TO PERFORM THE WORK, PACK, PROTECT AND RELOCATE PANELS, FURNITURE, CABINETS & EQUIP. INDICATED FOR REMOVE BY THE COLLECTOR TO DESIGNATED LOCATIONS WITHIN THE BUILDING AS DIRECTED.
 - THE CONTRACTOR SHALL, UNLESS OTHERWISE PROVIDED IN THE CONTRACT DOCUMENTS, SECURE AND PAY FOR REQUIRED PERMITS(S), FEES, LICENSE, INSURANCE AND INSPECTIONS NECESSARY FOR THE PROPER EXECUTION OF THE WORK.
 - THERE WILL BE NO CHANGE IN USE, EGRESS OR OCCUPANCY BECAUSE OF THE WORK OF THIS CONTRACT.
 - ADDITIONAL NOTES WHICH ARE APPLICABLE TO THIS PROJECT MAY BE FOUND THROUGHOUT THE CONTRACT DOCUMENTS.
 - ALL WORK LISTED ON THE CONSTRUCTION NOTES AND SHOWN OR IMPLIED ON ALL DRAWINGS SHALL BE SUPPLIED AND INSTALLED BY THE TRADE CONTRACTOR UNLESS OTHERWISE NOTED ON DRAWINGS AND/OR IN SPECIFICATIONS.
 - CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS SHOWN ON DRAWINGS AND SHALL NOTIFY DAVID SMOTRICH & PARTNERS LLP (DSP) OF ANY DISCREPANCIES, OMISSIONS, AND/OR CONFLICTS BEFORE PROCEEDING WITH THE WORK.
 - CONTRACTOR MUST COMPLY WITH THE RULES AND REGULATIONS OF ANY AGENCIES HAVING JURISDICTION ON THE WORK AND ALL CONSTRUCTION AND SAFETY CODES, STATUTES AND ORDINANCES. ALL FEES, TAXES, PERMITS, INSURANCE AND APPLICATIONS OF ALL WORK WITH GOVERNMENTAL AGENCIES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
 - CONTRACTOR SHALL COMPLY WITH THE RULES AND REGULATIONS OF THE BUILDING AS TO HOURS OF AVAILABILITY FOR ELEVATORS FOR THE PURPOSES OF DELIVERY AND ALSO AS TO THE MANNER OF HANDLING AND STORAGE & STAGING OF MATERIALS, EQUIPMENT AND DEBRIS TO AVOID CONFLICT AND INTERFERENCE WITH NORMAL BUILDING OPERATIONS. THIS BUILDING HAS NO LOADING DUCK.
 - ALL DRAWINGS AND CONSTRUCTION NOTES ARE COMPLEMENTARY AND WHAT IS CALLED FOR BY ANY WILL BE BINDING AS IF CALLED FOR BY ALL CALLED FOR BY ANY WILL BE BINDING AS IF CALLED FOR BY ALL.
 - THE CONTRACTOR SHALL MAINTAIN A CURRENT AND COMPLETE SET OF CONSTRUCTION DOCUMENTS AND SUBMITTALS ON THE CONSTRUCTION SITE DURING ALL PHASES OF CONSTRUCTION.
 - THE CONTRACTOR SHALL SUPPLY, PRIOR TO COMMENCING WORK, A LIST OF ALL SUBCONTRACTORS TO DSP AND THE OWNER, WITH THE NAME, ADDRESS AND PHONE NUMBER OF THE PRINCIPAL CONTACT OF EACH SUB-CONTRACTOR. IN ADDITION, HE WILL FILE WITH THE OWNER THE EMERGENCY NUMBERS AVAILABLE FOR 24-HR. CONTACT. THE OWNER & ARCHITECT TO BE NOTIFIED IF THERE IS A CHANGE IN SUBCONTRACTOR DURING THE COURSE OF THE PROJECT.
 - ALL WORK SHALL BE PERFORMED BY SKILLED AND QUALIFIED WORKMEN IN ACCORDANCE WITH THE BEST PRACTICES OF THE TRADES INVOLVED AND IN COMPLIANCE WITH BUILDING REGULATIONS AND/OR GOVERNMENTAL LAWS, STATUTES OR ORDINANCES.
 - ALL MATERIALS SHALL BE NEW UNLESS AND OF THE HIGHEST QUALITY, UNLESS OTHERWISE NOTED. MANUFACTURED MATERIALS AND EQUIPMENT SHALL BE INSTALLED AS PER MANUFACTURER'S RECOMMENDATIONS AND INSTRUCTIONS.
 - CONTRACTOR TO BE AWARE THAT OTHER CONTRACTORS MAY BE WORKING IN THE SAME SPACE AT THE SAME TIME WORKING ON OTHER PROJECTS. LABOR HARMONY AND COOPERATION IS REQUIRED.

Building Dept. Notes

- THE FOLLOWING NOTES SHALL APPLY THROUGHOUT. (CHUTES, PLACES OF ASSEMBLY STANDPIPE SYSTEMS, ELEVATOR PROTECTION, PLAN CONSTRUCTION FENCES, EMERGENCY GENERATOR SIDEWALK SHEDS)
- WORK SHALL BE EXECUTED IN FULL COMPLIANCE WITH THE APPLICABLE PROVISIONS OF ALL LAWS, BY-LAWS, STATUTES, ORDINANCES, CODES, RULES, REGULATIONS AND LAWFUL ORDERS OF PUBLIC AUTHORITIES BEARING ON THE PERFORMANCE AND EXECUTION OF THE WORK.
 - THE CONTRACTOR SHALL PROMPTLY NOTIFY THE ARCHITECT OF ANY PORTIONS OF THE WORK, IN THE CONTRACT DOCUMENTS THAT ARE AT VARIANCE WITH THE ABOVE.
 - ALL MATERIALS, ASSEMBLIES, FORMS, METHODS OF CONSTRUCTION AND SERVICE EQUIPMENT SHALL MEET THE FOLLOWING REQUIREMENTS:
 - THEY SHALL HAVE BEEN ACCEPTABLE PRIOR TO THE EFFECTIVE DATE OF THE CODE BY THE BOARD OF STANDARDS AND APPEALS.
 - THEY SHALL HAVE BEEN ACCEPTED FOR THE USE UNDER THE PRESCRIBED TEST METHODS BY THE COMMISSIONER (OR)
 - APPROVED BY THE OFFICE OF TECHNICAL CERTIFICATION AND RESEARCH (OTCR)
 - THESE DRAWINGS HAVE BEEN PREPARED BY OR AT THE DIRECTION OF THE UNDERSIGNED AND TO THE BEST OF THE UNDERSIGNED'S KNOWLEDGE, INFORMATION AND BELIEF MEET THE REQUIREMENTS OF THE BUILDING CODE.
 - ALL WORK SHALL COMPLY WITH ANSI 117.1 AND LOCAL LAW 58.
 - ALL NEW WORK SHALL COMPLY WITH NEW YORK STATE ENERGY CODE.
 - THE CONTRACTOR IS RESPONSIBLE FOR FILING APPLICATION AND OBTAINING PERMITS FOR ANY CONSTRUCTION EQUIPMENT OR PUBLIC PROTECTIVES REQUIRED TO ENSURE SAFETY OF OPERATION AND THE PUBLIC AS PER NYC CONSTRUCTION CODE, CHAPTER 23, SECTION BC3807. THE CONTRACTOR IS ALSO RESPONSIBLE FOR OBTAINING CONSTRUCTION PERMITS.
 - EMERGENCY POWER, IF REQUIRED UNDER THIS CONTRACT SHALL BE INSTALLED AS PER SECTION 27-346.04
 - FOLLOW CHAPTER 33 OF THE 2008 NYC CONSTRUCTION CODE(NYCCC) PROTECTION OF THE PUBLIC AND ADJACENT PROPERTIES REFERENCES IN THE SPECIFICATIONS AND THE DRAWINGS TO THE 1968 BUILDING CODE PARAGRAPHS REGARDING PROTECTION SHALL BE CONSIDERED TO BE THAT OF CHAPTER 33 OF THE NYCCC.
 - BIDDER UPON REQUEST, SHALL SUBMIT COPIES OF CURRENT LICENSES AND CERTIFICATIONS APPLICABLE TO THE WORK, INCLUDING, BUT NOT LIMITED TO, LICENSES ISSUED BY THE COMMISSIONER OF BUILDINGS OF THE CITY OF NEW YORK. PROOF OF THE FOLLOWING CERTIFICATES WILL ALSO BE REQUESTED: 10 HOUR OSHA OUTREACH TRAINING PROGRAM; ASBESTOS AWARENESS TRAINING; PDNY CERTIFICATE OF FITNESS.

Building Code Analysis

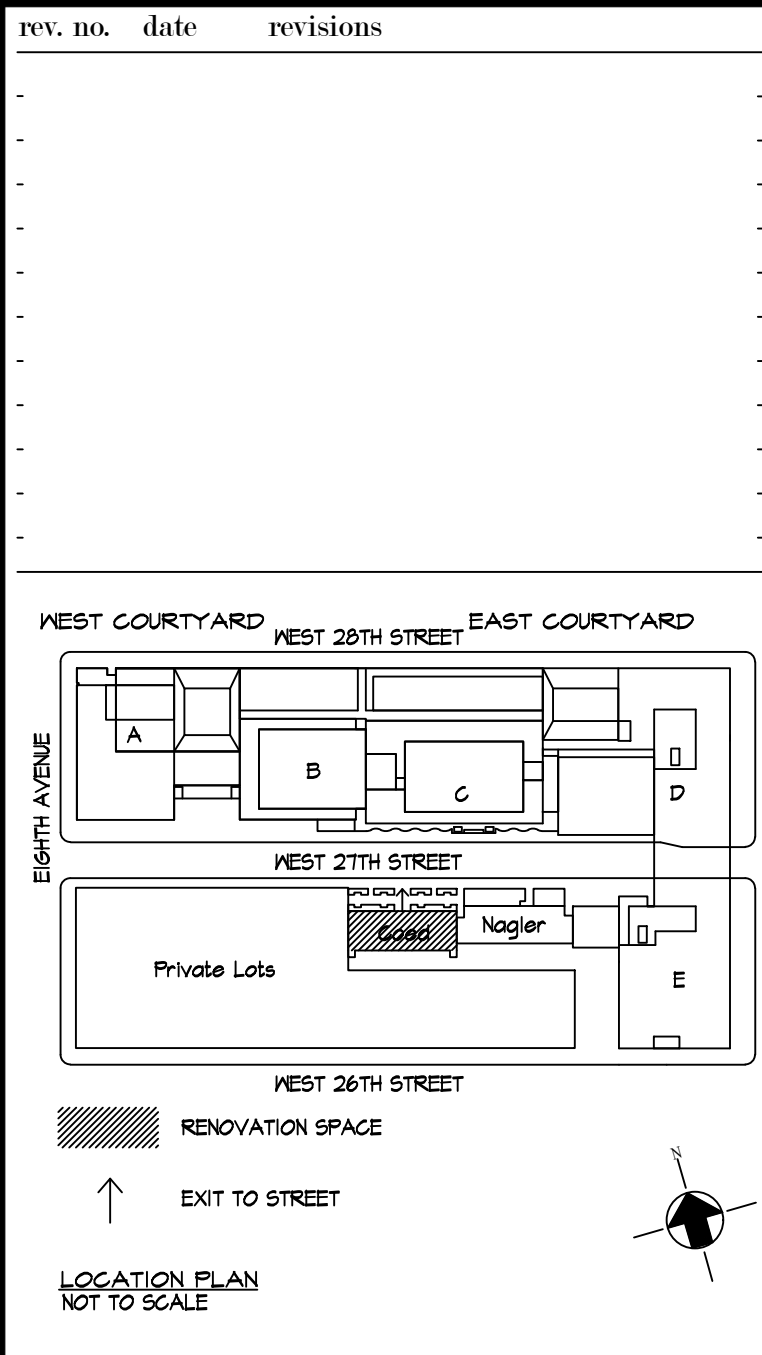
CODE REFERENCE- 1968 NYC BUILDING CODE
USE/OCCUPANCY GROUP- R-2
NO CHANGE IN USE OR OCCUPANCY

Drawing List

ARCHITECTURAL	
T-000.00	COVER
6-001.00	GENERAL NOTES, LEGEND, SYMBOLS, ABBREVIATIONS, DRAWING LIST
6-002.00	FLOOD INSURANCE RATE MAP - 2019 PRELIMINARY
6-003.00	FLOOD INSURANCE RATE MAP - 2007
6-004.00	KEY PLANS, 9TH & 10TH FLOORS
DM-100.00	DEMOLITION PLANS & DEMOLITION RCP- 9TH FLOOR
DM-101.00	DEMOLITION PLANS & DEMOLITION RCP- 10TH FLOOR
A-100.00	CONSTRUCTION PLAN/RCP/INTERIOR ELEVATIONS - 9TH FLOOR WEST
A-101.00	CONSTRUCTION PLAN/RCP/INTERIOR ELEVATIONS - 9TH FLOOR EAST
A-102.00	CONSTRUCTION PLAN/RCP/INTERIOR ELEVATIONS - 10TH FLOOR WEST
A-103.00	CONSTRUCTION PLAN/RCP/INTERIOR ELEVATIONS - 10TH FLOOR EAST
A-100.00	INTERIOR DETAILS
A-101.00	INTERIOR DETAILS
A-800.00	FINISH PLANS/FIXTURE PLANS - 9TH FLOOR
A-801.00	FINISH PLANS/FIXTURE PLANS - 10TH FLOOR
A-802.00	SCHEDULES
ENERGY COMPLIANCE	
EN-001.00	ENERGY CODE COMPLIANCE CALCULATIONS AND LIGHTING FIXTURE SCHEDULE
EN-002.00	ENERGY CODE COMPLIANCE 9TH & 10TH FLOOR LIGHTING PART PLANS
MECHANICAL	
M-001.00	SYMBOLS, ANNOTATIONS AND GENERAL NOTES
M-100.00	9TH FLOOR MECHANICAL PART PLANS - DEMOLITION AND NEW WORK
M-101.00	10TH FLOOR MECHANICAL PART PLANS - DEMOLITION AND NEW WORK
ELECTRICAL	
E-001.00	SYMBOL LIST, ABBREVIATIONS NOTES & DETAILS
E-002.00	ELECTRICAL SPECIFICATIONS
E-011.00	9TH AND 10TH FLOORS DEMOLITION PART PLANS
E-101.00	9TH FLOOR POWER PART PLAN
E-102.00	10TH FLOOR POWER PART PLAN
E-201.00	9TH FLOOR LIGHTING PART PLAN
E-202.00	10TH FLOOR LIGHTING PART PLAN
E-301.00	DETAILS AND LIGHTING FIXTURE SCHEDULE
PLUMBING	
P-001.00	PLUMBING SYMBOLS, ABBREVIATIONS, NOTES, SCHEDULES, AND DETAILS
P-002.00	PLUMBING SPECIFICATIONS
P-100.00	PLUMBING 9TH AND 10TH FLOORS PARTIAL PLANS DEMOLITION AND NEW WORK
P-200.00	PLUMBING RISER DIAGRAM
SPRINKLER	
SP-001.00	SPRINKLER SYMBOLS, ABBREVIATIONS, NOTES, SCHEDULES, AND DETAILS
SP-002.00	SPRINKLER SPECIFICATION
SP-100.00	SPRINKLERS 9TH AND 10TH FLOORS PARTIAL PLANS DEMOLITION AND NEW WORK
SP-200.00	SPRINKLER RISER DIAGRAM

Scope Of Work

- DEMOLITION**
- REMOVE EXISTING CONSTRUCTION AS INDICATED ON PLANS INCLUDING ANY EXPOSED BOLTS, SUPPORTS, BRACKETS, CLEATS, RECESSED SHOWER TRACKS, CONDUITS AND OTHER ITEMS, THAT ARE NO LONGER REQUIRED FOR THE PURPOSE FOR WHICH THEY WERE ORIGINALLY INSTALLED.
 - REMOVE ENTIRE EXISTING TILE FLOOR SETTING BED, SHOWER PANS, ETC. TO ORIGINAL SLAB. PROTECT & CAP EXISTING DRAIN AREAS.
 - REMOVE ALL EXISTING WALL TILE, SHOWER SURROUNDS (AND CLGS.), FASTENERS AND SUBSTRATE TO FACE OF EXISTING STUDS AS INDICATED ON DOCUMENTS.
 - CONTRACTOR TO ASSUME 10% OF EXISTING STUDS ARE DAMAGED & WILL REQUIRE REPLACEMENT. CONTRACTOR TO INCLUDE IN BID REMOVAL & INSTALLATION OF 10% OF STUDS, AT NO EXTRA COST TO OWNER.
 - SCAFF AND SAND EXISTING CONCRETE CEILING (PAINTED "COURSE SAND FINISH") TO BE LAMINATED WITH NEW WATER RESISTANCE GNB.
 - TEMPORARILY CAP EXPOSED PIPING/ WIRING UNTIL READY TO INSTALL NEW APPLIANCES/FIXTURES.
 - REMOVE ABANDONED CONDUITS ONLY AFTER TESTING FOR "LIVE" AND VERIFYING WITH OWNER THEY ARE NO LONGER IN USE.
 - AVOID DAMAGING EXISTING ELECTRIC CONDUITS TO REMAIN; VERIFY CONDITIONS AT EACH UNIT.
 - REMOVE ALL DEBRIS FROM INTERIOR OF CHASE TO BROOM CLEAN.
 - EXISTING FANGCOIL UNIT & COVER TO REMAIN.
- CONSTRUCTION**
- INSTALLATION OF NEW PARTITIONS AS INDICATED ON CONTRACT DOCUMENTS
 - INSTALLATION OF NEW TOILET PARTITIONS IN EXISTING LOCATIONS
 - INSTALLATION OF NEW PLUMBING FIXTURES IN EXISTING LOCATIONS
 - INSTALLATION OF NEW TOILET ACCESSORIES AS INDICATED ON CONTRACT DOCUMENTS
 - INSTALLATION OF NEW SHOWER PAN & CURBS AS INDICATED ON CONTRACT DOCUMENTS
 - INSTALLATION OF NEW FINISHES AS INDICATED ON CONTRACT DOCUMENTS
 - INSTALLATION OF NEW H.M. DOORS, H.M. FRAMES, & HARDWARE AS INDICATED ON CONTRACT DOCUMENTS
 - INSTALLATION OF NEW LIGHT FIXTURES AS INDICATED ON CONTRACT DOCUMENTS
 - SEE MEP DRAWINGS FOR FURTHER SCOPE INFORMATION.
 - CONTRACTOR TO ASSUME 10% OF EXISTING STUDS ARE DAMAGED & WILL REQUIRE REPLACEMENT. CONTRACTOR TO INCLUDE IN BID REMOVAL & INSTALLATION OF 10% OF STUDS, AT NO EXTRA COST TO OWNER.



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Fashion Institute of Technology
Student Housing Corporation
230 WEST 27TH STREET
NEW YORK, NY 10001

David Smotrich & Partners LLP
Architects/Planners

443 Park Avenue South
New York, NY 10016
212 889 4045 Fax 212 889 3672

PROJECT:
CO-ED RESIDENCE HALL BATHROOM RENOVATIONS - 9TH-10TH FLOORS
230 WEST 27TH ST
NEW YORK, NY 10001

DRAWING TITLE:
GENERAL NOTES, LEGEND, SYMBOLS, ABBREVIATIONS, & DRAWING LIST

DATE: 03.15.2022
PROJECT No: 13284.110
DRAWING BY: AP&TM&LX
CHK BY: GS
DWG No:
G-001.00
SCALE: NTS 2 of 16



LEGEND

SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD
 The 1% annual flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Areas are the areas subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AD, AR, AE99, V, and VE. The Base Flood Elevation is the water surface elevation of the 1% annual chance flood.

ZONE A
 No Base Flood Elevations determined.
 Base Flood Elevations determined.

ZONE AE
 Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.

ZONE AH
 Flood depths of 1 to 3 feet (usually areas of ponding); average depths determined. For areas of alluvial fan flooding, velocities also determined.

ZONE AD
 Special Flood Hazard Area formerly protected from the 1% annual chance flood by a flood control system that was subsequently decreed. Zone AH indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood.

ZONE AR
 Area to be protected from 1% annual chance flood by a Federal flood protection system under construction; no Base Flood Elevations determined.

ZONE AE99
 Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.

ZONE V
 Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.

ZONE VE
 Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.

FLOODWAY AREAS IN ZONE AE
 The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS
ZONE X
 Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile and are not protected by levees from the 1% annual chance flood.

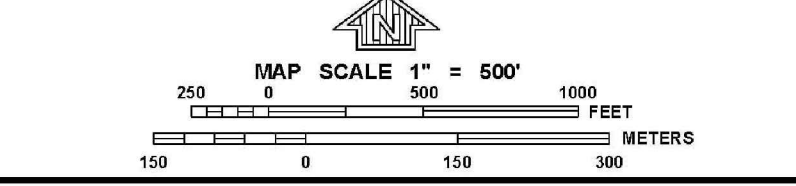
OTHER AREAS
ZONE D
 Areas determined to be outside the 0.2% annual chance floodplain, but possible.

COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS
OTHERWISE PROTECTED AREAS (OPAs)

CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.
 1% annual chance floodplain boundary
 0.2% annual chance floodplain boundary
 Floodway boundary
 Zone D boundary
 CBRS and OPA boundary
 Boundary dividing Special Flood Hazard Area Zones and boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths or flood velocities.
 Limit of Moderate Wave Action
 Base Flood Elevation line and value; elevation in feet* (EL 987)
 Base Flood Elevation value where uniform within zone; elevation in feet*
 * Referenced to the North American Vertical Datum of 1989
 Cross section line
 Truncated line
 Culvert, Flume, Fenestock or Aqueduct
 Road or Railroad Bridge
 Footbridge
 Geographic coordinates referenced to the North American Datum of 1983 (NAD 83), Western Hemisphere
 1000-meter Universal Transverse Mercator grid values, zone 18
 600000 FT
 DX5510 x
 M 1:5
 River Mile
 MAP REPOSITORY
 Refer to listing of Map Repositories on Map Index
 INITIAL NFIP MAP DATE
 June 26, 1974
 FLOOD HAZARD BOUNDARY MAP REVISIONS
 June 11, 1976
 FLOOD INSURANCE RATE MAP EFFECTIVE
 November 15, 1983
 FLOOD INSURANCE RATE MAP REVISIONS

For descriptions of revisions see Notice to Users page in the Flood Insurance Study report.

To determine if flood insurance is available in this community, contact your Insurance agent or call the National Flood Insurance Program at 1-800-638-6020.



NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0201G

FIRM
 FLOOD INSURANCE RATE MAP

CITY OF,
 NEW YORK
 NEW YORK
 BRONX, RICHMOND, NEW YORK,
 QUEENS, AND KINGS COUNTIES

PANEL 201 OF 457
 (SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS
 COMMUNITY NUMBER PANEL SUFFIX
 NEW YORK CITY OF 360497 0201 G

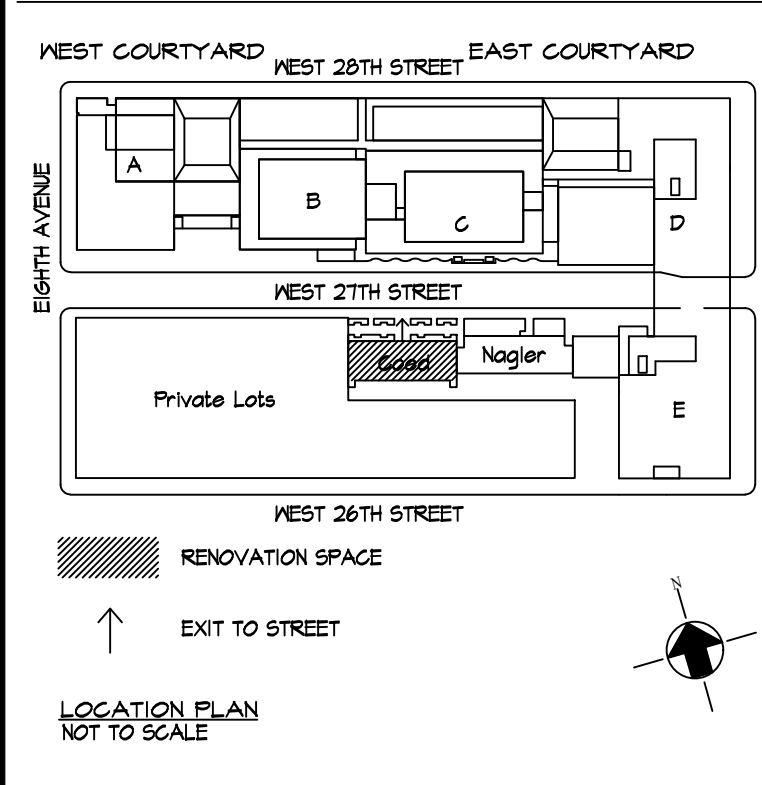
PRELIMINARY
 DECEMBER 5, 2013

Notice to User: The Map Number shown below should be used when placing map orders. The Community Number shown above should be used on insurance applications for the subject community.

MAP NUMBER
 3604970201G

MAP REVISED

Federal Emergency Management Agency



1 FLOOD INSURANCE RATE MAP 2013 PRELIMINARY
 6-002 SCALE: AS NOTED

- NOTES:
1. SFHA INCLUDES ZONES A, AO, AH, AI-30, AE, AE99, AR, AR/AI-30, AR/AE, AR/AO, AR/AH, AR/A, VO, VI-30, VE, AND V.
 2. THE PROJECT IS LOCATED IN ZONE X AND IS NOT IN AN SFHA ZONE.

2 CLOSE UP OF 230 W 27TH STREET
 6-002 FLOOD INSURANCE RATE MAP 2013
 SCALE: AS NOTED

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Fashion Institute of Technology
Student Housing Corporation
 230 WEST 27TH STREET
 NEW YORK, NY 10001

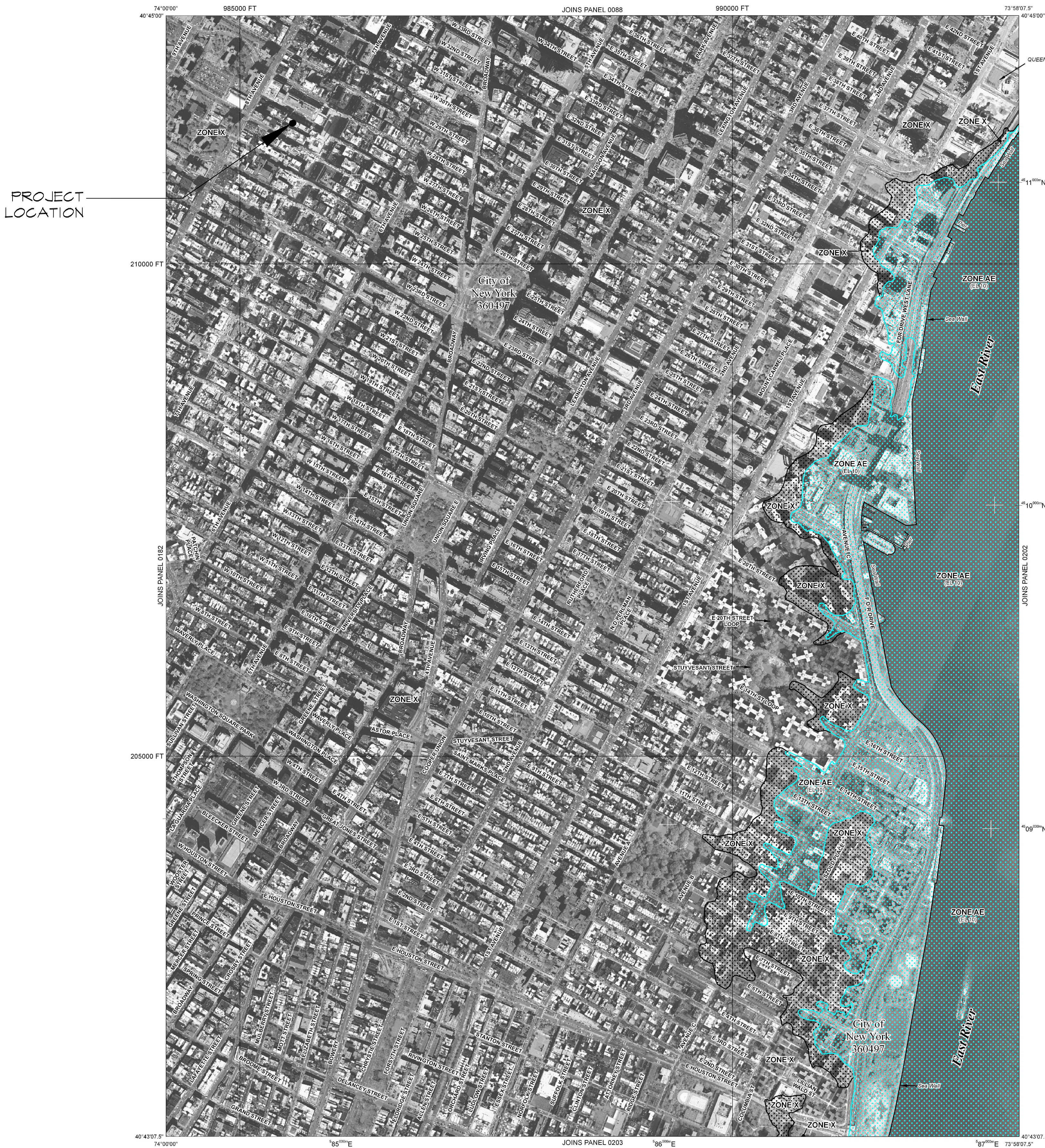
David Smotrich & Partners LLP
 Architects/Planners
 443 Park Avenue South
 New York, NY 10016
 212 889 4045 Fax 212 889 3672

PROJECT:
 CO-ED RESIDENCE HALL BATHROOM
 RENOVATIONS - 9TH-10TH FLOORS
 230 WEST 27TH ST
 NEW YORK NY 10001

DRAWING TITLE:
 FLOOD INSURANCE RATE MAP
 2013 PRELIMINARY

SEAL & SIGNATURE:

DATE: 03.15.2022
 PROJECT No: 13284.110
 DRAWING BY: AP&TM&LX
 CHK BY: GS
 DWG No:
G-002.00
 SCALE: AS NOTED 3 of 16



PROJECT LOCATION

LEGEND

- SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD**
- The 1% annual flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.
- ZONE A** No Base Flood Elevations determined.
 - ZONE AE** Base Flood Elevations determined.
 - ZONE AH** Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.
 - ZONE AO** Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.
 - ZONE AR** Special Flood Hazard Area formerly protected from the 1% annual chance flood by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood.
 - ZONE A99** Area to be protected from 1% annual chance flood by a Federal flood protection system under construction; no Base Flood Elevations determined.
 - ZONE V** Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.
 - ZONE VE** Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.
- FLOODWAY AREAS IN ZONE AE**
- The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.
- OTHER FLOOD AREAS**
- ZONE X** Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.
- OTHER AREAS**
- ZONE X** Areas determined to be outside the 0.2% annual chance floodplain.
 - ZONE D** Areas in which flood hazards are undetermined, but possible.
- COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS**
- OTHERWISE PROTECTED AREAS (OPAs)**
- CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.
- 1% annual chance floodplain boundary
 - 0.2% annual chance floodplain boundary
 - Floodway boundary
 - Zone D boundary
 - CBRS and OPA boundary
 - Boundary dividing Special Flood Hazard Area Zones and boundary dividing Special Flood Hazard Areas of different base Flood Elevations, flood depths or flood velocities.
 - Base Flood Elevation line and value; elevation in feet* (EL 987)
 - Base Flood Elevation value where uniform within zone; elevation in feet*
- * Referenced to the National Geodetic Vertical Datum of 1929
- Cross section line
 - Transect line
- 67°07'45", 32°22'30"
- Geographic coordinates referenced to the North American Datum of 1983 (NAD 83), Western Hemisphere
- 176°00'N
- 1000-meter Universal Transverse Mercator grid values, zone 18
- 5000-foot grid ticks: New York State Plane coordinate system, Long Island zone (FPSZONE 3104), Lambert Conformal Conic projection
- Search mark (see explanation in Notes to Users section of this FIRMs panel)
- M1.5 River Mile

MAP REPOSITORY

Refer to listing of Map Repositories on Map Index.

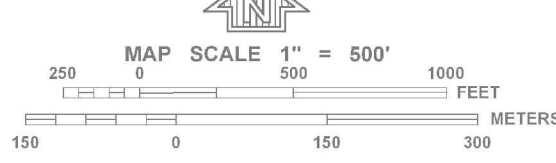
INITIAL NFP MAP DATE: June 28, 1974

FLOOD HAZARD BOUNDARY MAP REVISIONS: June 11, 1978

FLOOD INSURANCE RATE MAP EFFECTIVE: November 16, 1983

FLOOD INSURANCE RATE MAP REVISIONS: September 5, 2007 - to change Special Flood Hazard Areas, to reflect updated topographic information, and to update map format

To determine if flood insurance is available in this community, contact your Insurance agent or call the National Flood Insurance Program at 1-800-638-6625.

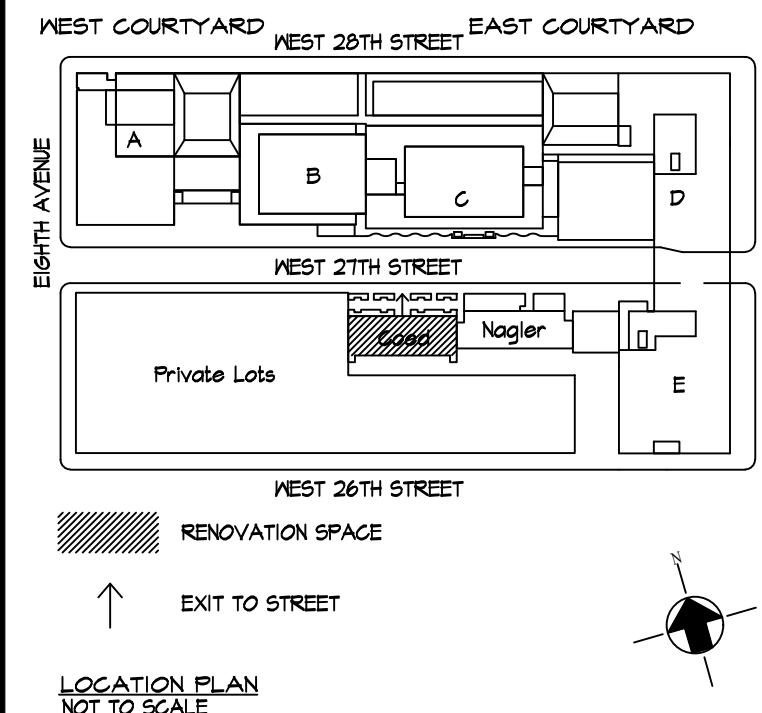


FIRM
FLOOD INSURANCE RATE MAP
CITY OF NEW YORK
BRONX, RICHMOND, NEW YORK, QUEENS, AND KINGS COUNTIES
PANEL 201 OF 457
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)
DATE: SEPTEMBER 5, 2007
MAP NUMBER: 36457D01F
MAP REVISED: SEPTEMBER 5, 2007
Federal Emergency Management Agency



PROJECT LOCATION

2 CLOSE UP OF 230 W 27TH STREET
6-008 FLOOD INSURANCE RATE MAP 2007
SCALE: AS NOTED



LOCATION PLAN NOT TO SCALE

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230 WEST 27TH STREET
NEW YORK, NY 10001

David Smotrich & Partners LLP
Architects/Planners

443 Park Avenue South
New York, NY 10016
212 889 4045 Fax 212 889 3672

PROJECT:
CO-ED RESIDENCE HALL BATHROOM
RENOVATIONS - 9TH-10TH FLOORS
230 WEST 27TH ST
NEW YORK NY 10001

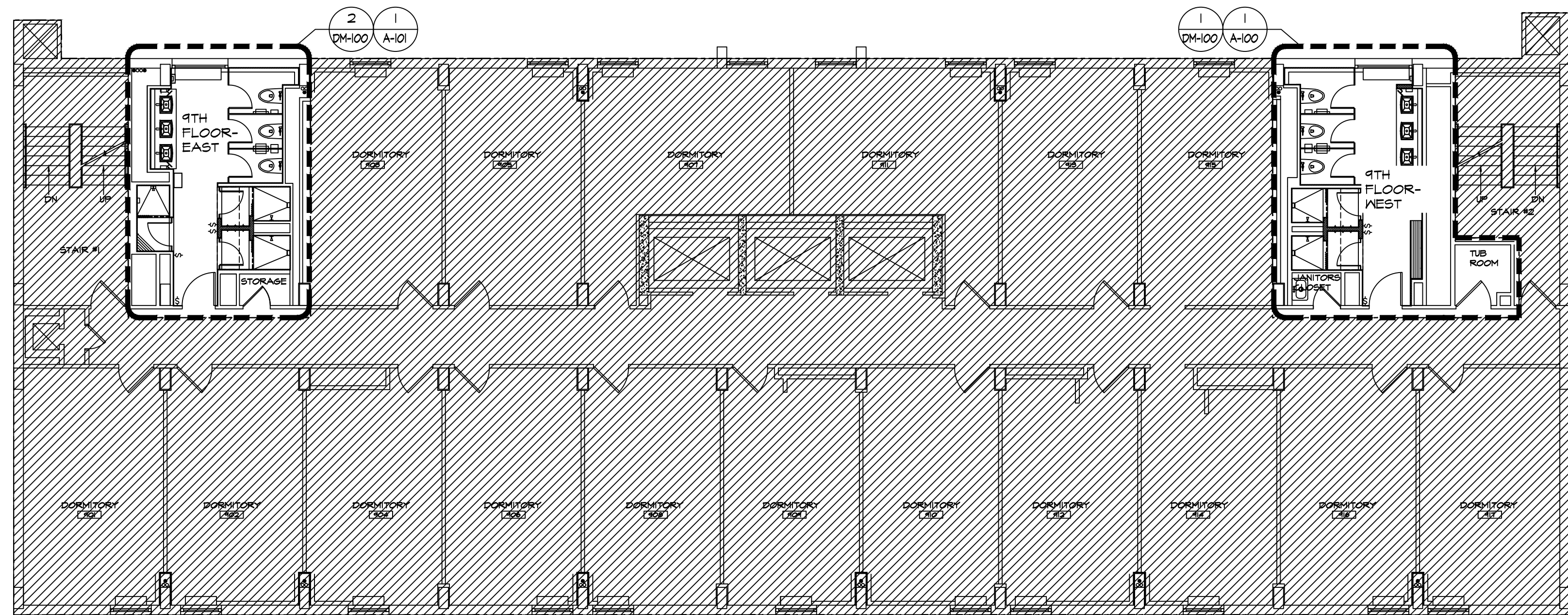
DRAWING TITLE:
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2007

SEAL & SIGNATURE:

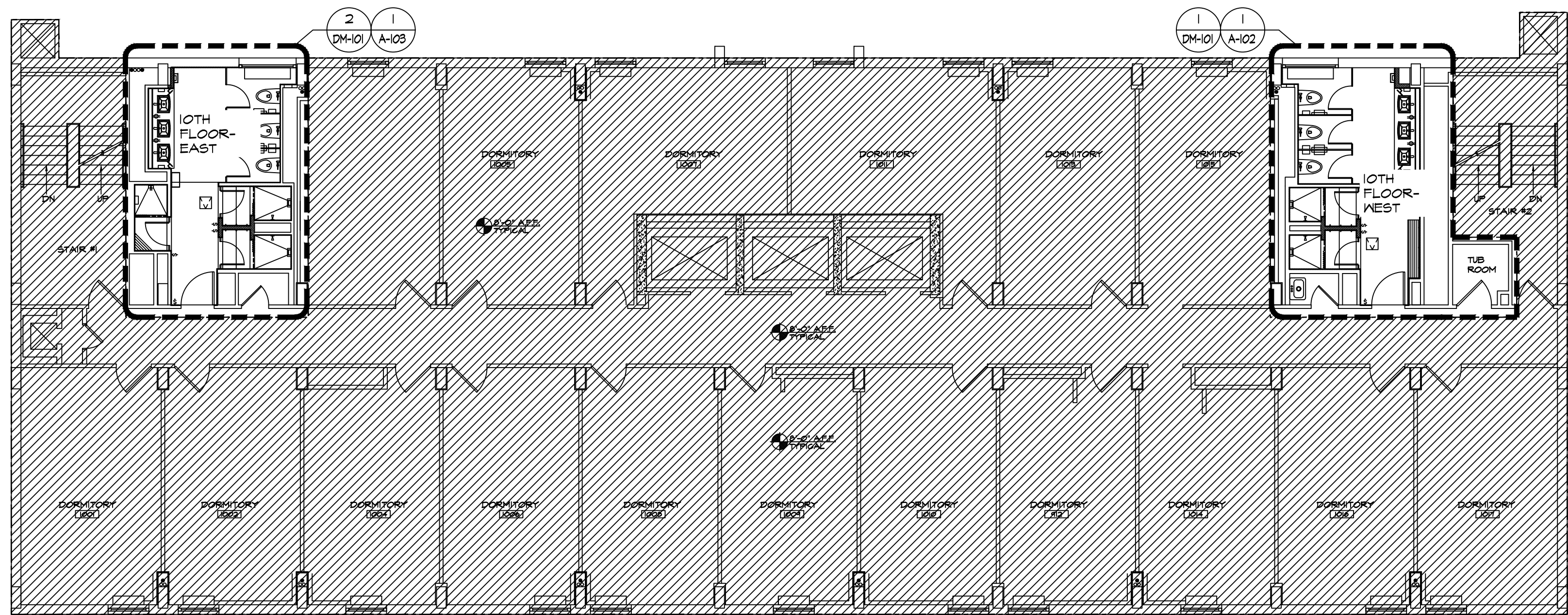
DATE: 09.15.2022
PROJECT No: 13284.110
DRAWING BY: AP&TM&LX
CHK BY: GS
DWG No:
G-003.00
SCALE: AS NOTED 4 of 16

1 FLOOD INSURANCE RATE MAP 2007
6-008 SCALE: AS NOTED

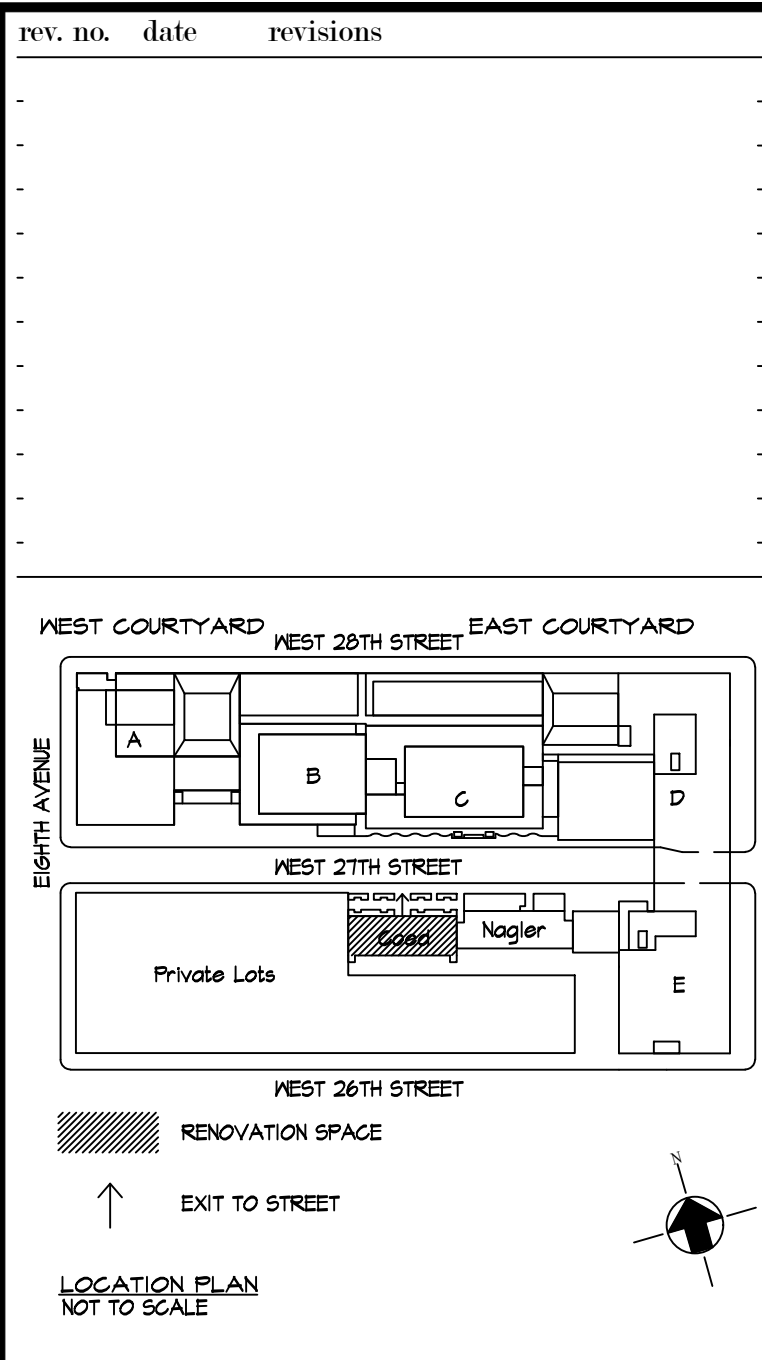
- NOTES:**
- SFHA INCLUDES ZONES A, AO, AH, AI-30, AE, A99, AR, AR/AI-30, AR/AE, AR/AO, AR/AH, AR/A, VO, VI-30, VE, AND V.
 - THE PROJECT IS LOCATED IN ZONE X AND IS NOT IN AN SFHA ZONE.



1 9TH FLOOR KEY PLAN
 6-004 SCALE: 1/8" = 1'-0"



2 10TH FLOOR KEY PLAN
 6-004 SCALE: 1/8" = 1'-0"



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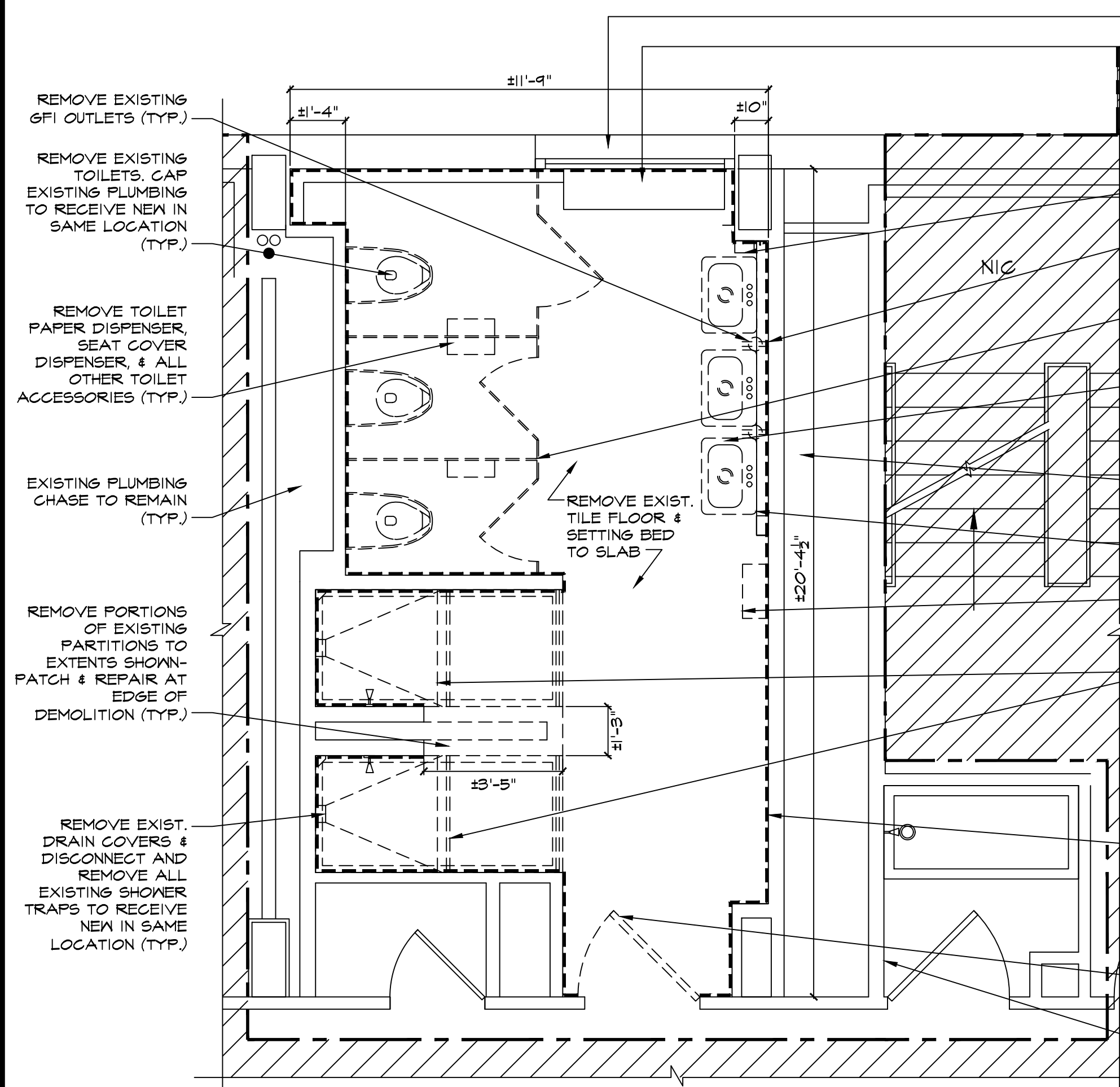
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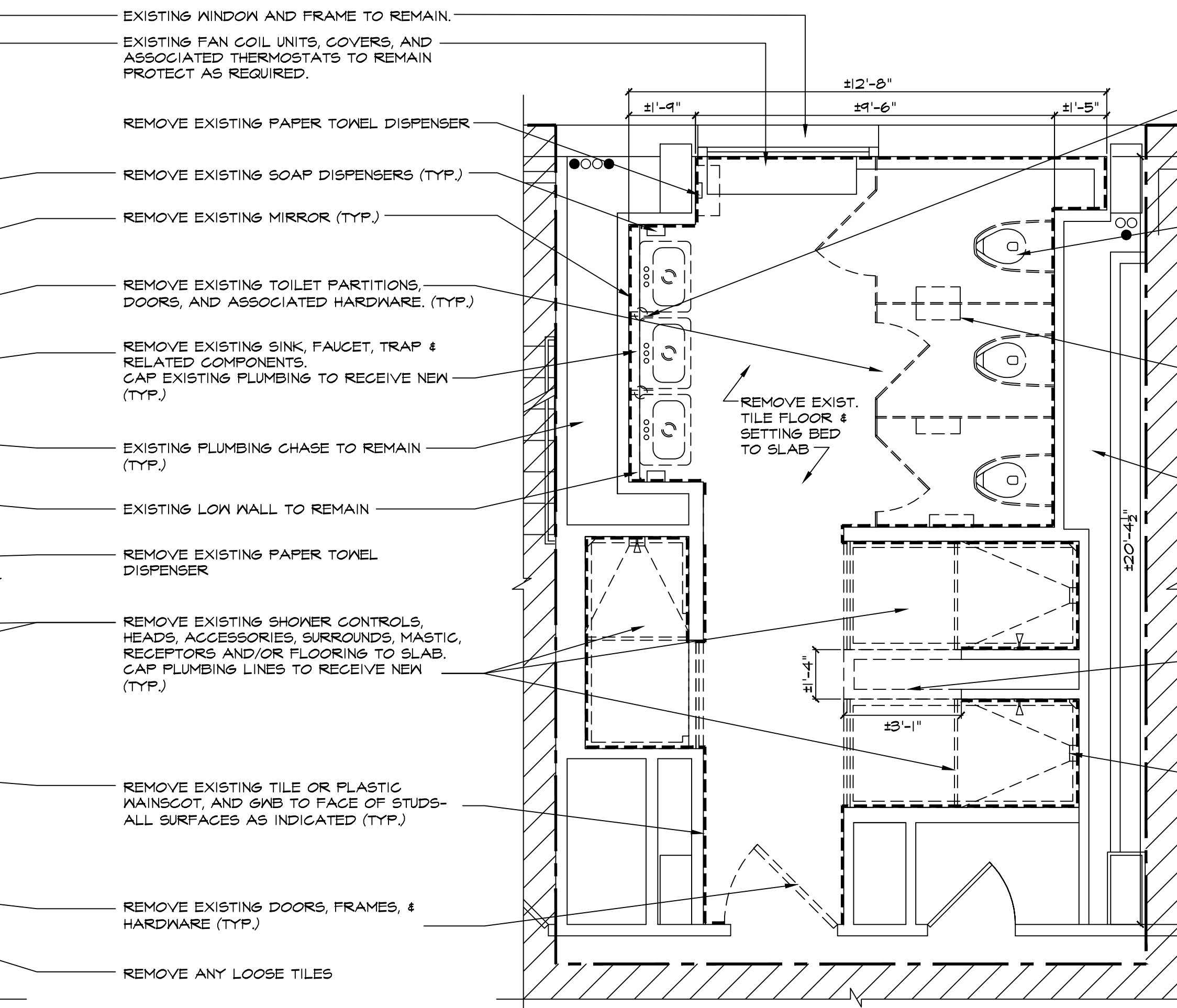
PROJECT:
 CO-ED RESIDENCE HALL BATHROOM
 RENOVATIONS - 9TH-10TH FLOORS
 230 WEST 27TH ST
 NEW YORK NY 10001

DRAWING TITLE:
 KEY PLANS
 9TH, & 10TH FLOORS

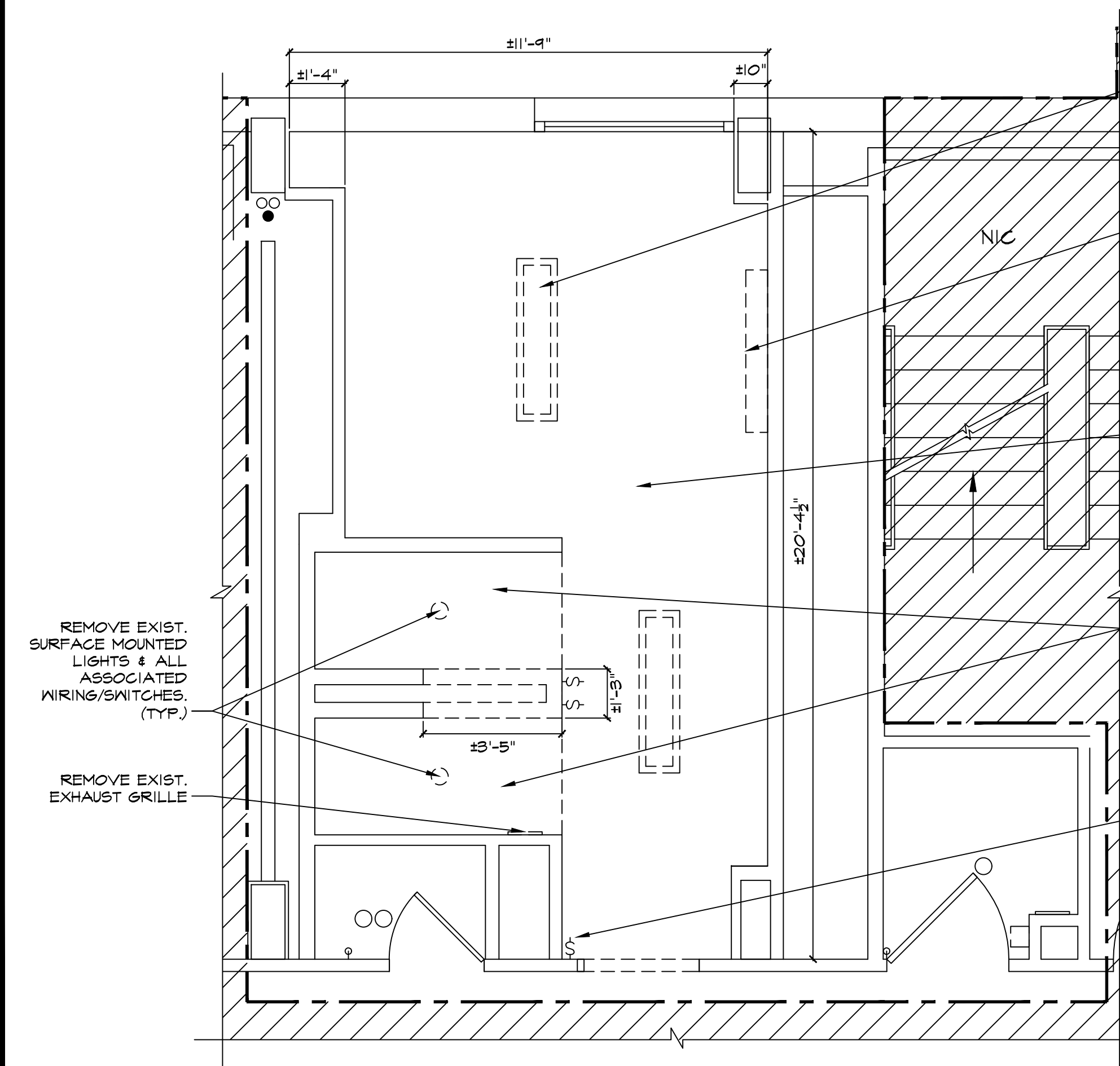
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	DRAWING BY: AP&TM&LX
	CHK BY: CS
	DWG No:
	G-004.00
	SCALE AS NOTED 5 of 16



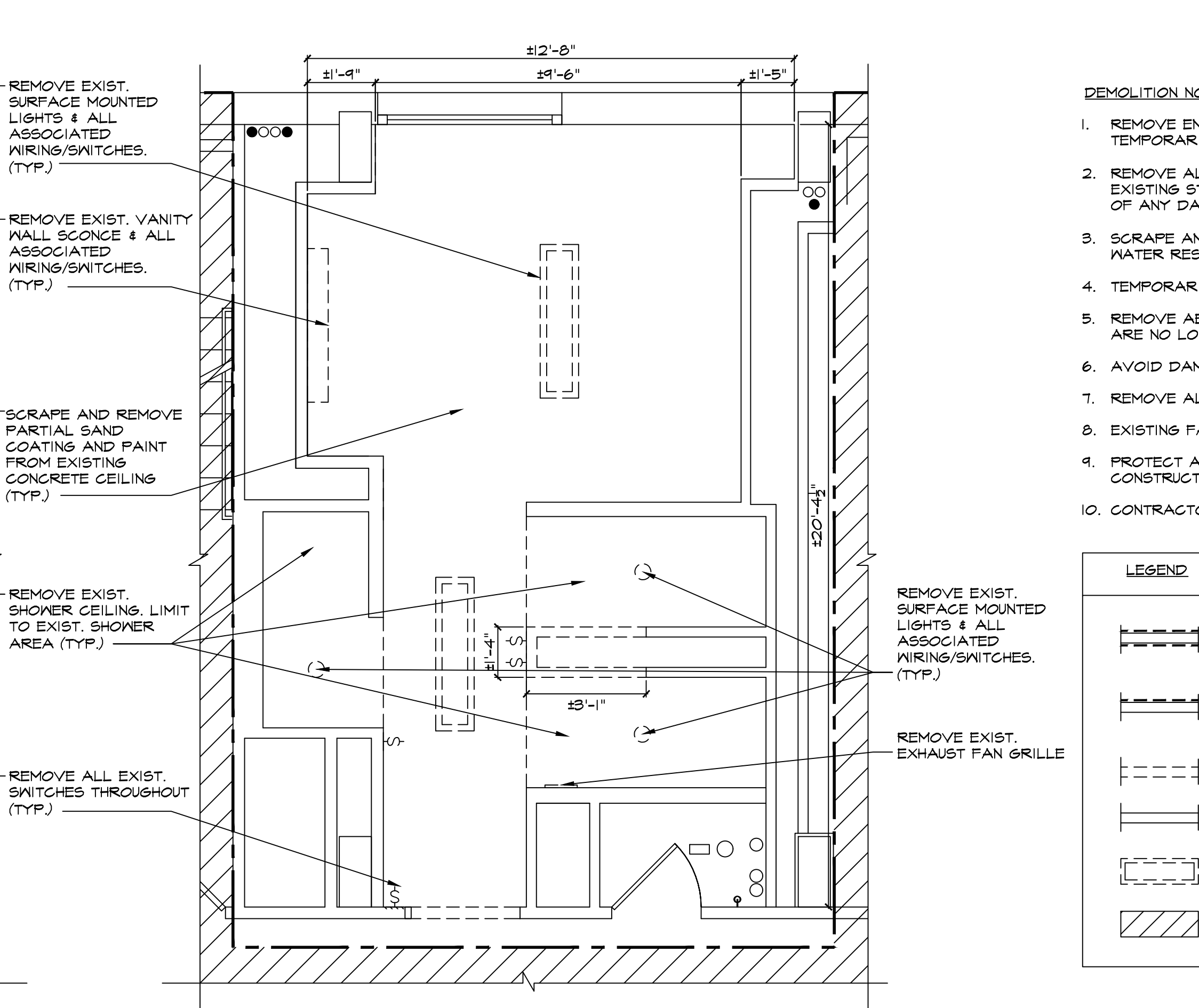
1 9TH FLOOR WEST BATHROOM DEMOLITION PLAN
SCALE: 3/8" = 1'-0"



2 9TH FLOOR EAST BATHROOM DEMOLITION PLAN
SCALE: 3/8" = 1'-0"



3 9TH FLOOR WEST BATHROOM DEMOLITION RCP
SCALE: 3/8" = 1'-0"

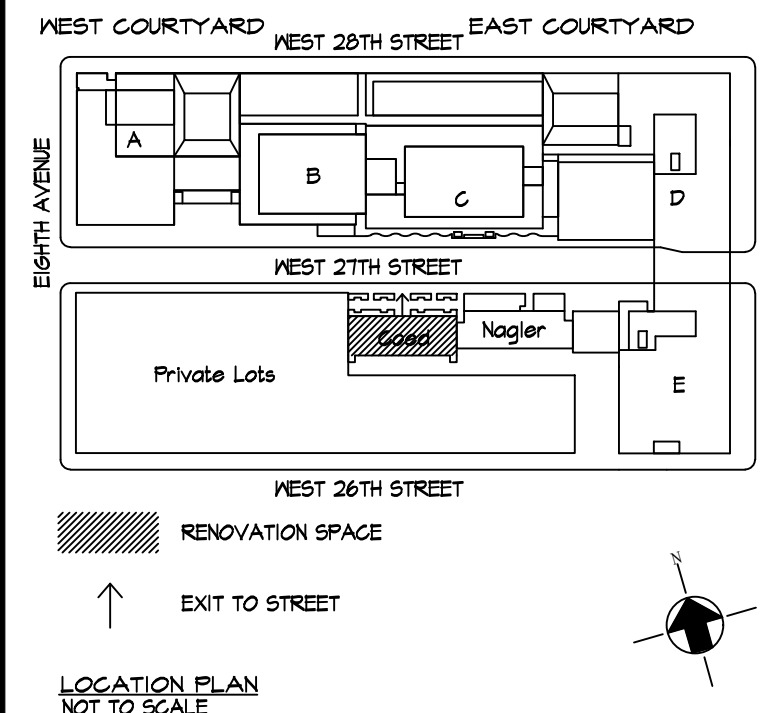


4 9TH FLOOR EAST BATHROOM DEMOLITION RCP
SCALE: 3/8" = 1'-0"

DEMOLITION NOTES

1. REMOVE ENTIRE EXISTING TILE FLOOR SETTING BED, SHOWER PANS, ETC. TO ORIGINAL SLAB. PROTECT & TEMPORARILY CAP EXISTING DRAIN AREAS AS REQUIRED.
2. REMOVE ALL EXISTING WALL TILE, SHOWER SURROUNDS (AND CLGS.), FASTENERS AND SUBSTRATE TO FACE OF EXISTING STUDS AS INDICATED ON DOCUMENTS. CONTRACTOR TO ASSUME RESPONSIBILITY FOR REPLACEMENT OF ANY DAMAGED STUDS AS A RESULT OF DEMOLITION, AT NO EXTRA COST TO OWNER.
3. SCRAPE AND SAND EXISTING CONCRETE CEILING (PAINTED 'COURSE SAND FINISH') TO BE LAMINATED W/ NEW WATER RESISTANT GMB.
4. TEMPORARILY CAP EXPOSED PIPING/ WIRING UNTIL READY TO INSTALL NEW APPLIANCES/FIXTURES.
5. REMOVE ABANDONED CONDUITS ONLY AFTER TESTING FOR "LIVE" WIRING AND VERIFYING WITH OWNER THEY ARE NO LONGER IN USE.
6. AVOID DAMAGING EXISTING ELECTRIC CONDUITS TO REMAIN.
7. REMOVE ALL DEBRIS FROM INTERIOR OF CHASE TO BROOM CLEAN.
8. EXISTING FANCOIL UNIT & COVER TO REMAIN. PROTECT AS REQUIRED.
9. PROTECT AND COVER ALL RETURN AIR DUCTS AND VENTS THROUGHOUT THE DURATION OF DEMOLITION AND CONSTRUCTION.
10. CONTRACTOR TO ASSUME 10% OF ALL EXISTING STUDS WHICH ARE TO REMAIN REQUIRE REPLACEMENT.

LEGEND	
	EXIST. STUDS TO REMAIN, REMOVE ALL FINISHES AND EXIST. GMB EA. SIDE
	EXIST. STUDS TO REMAIN, REMOVE FINISHES AND GMB ONE SIDE.
	WALL TO BE REMOVED
	WALL TO REMAIN
	SURFACE MOUNTED LIGHT FIXTURE TO BE REMOVED
	AREA NOT IN CONTRACT



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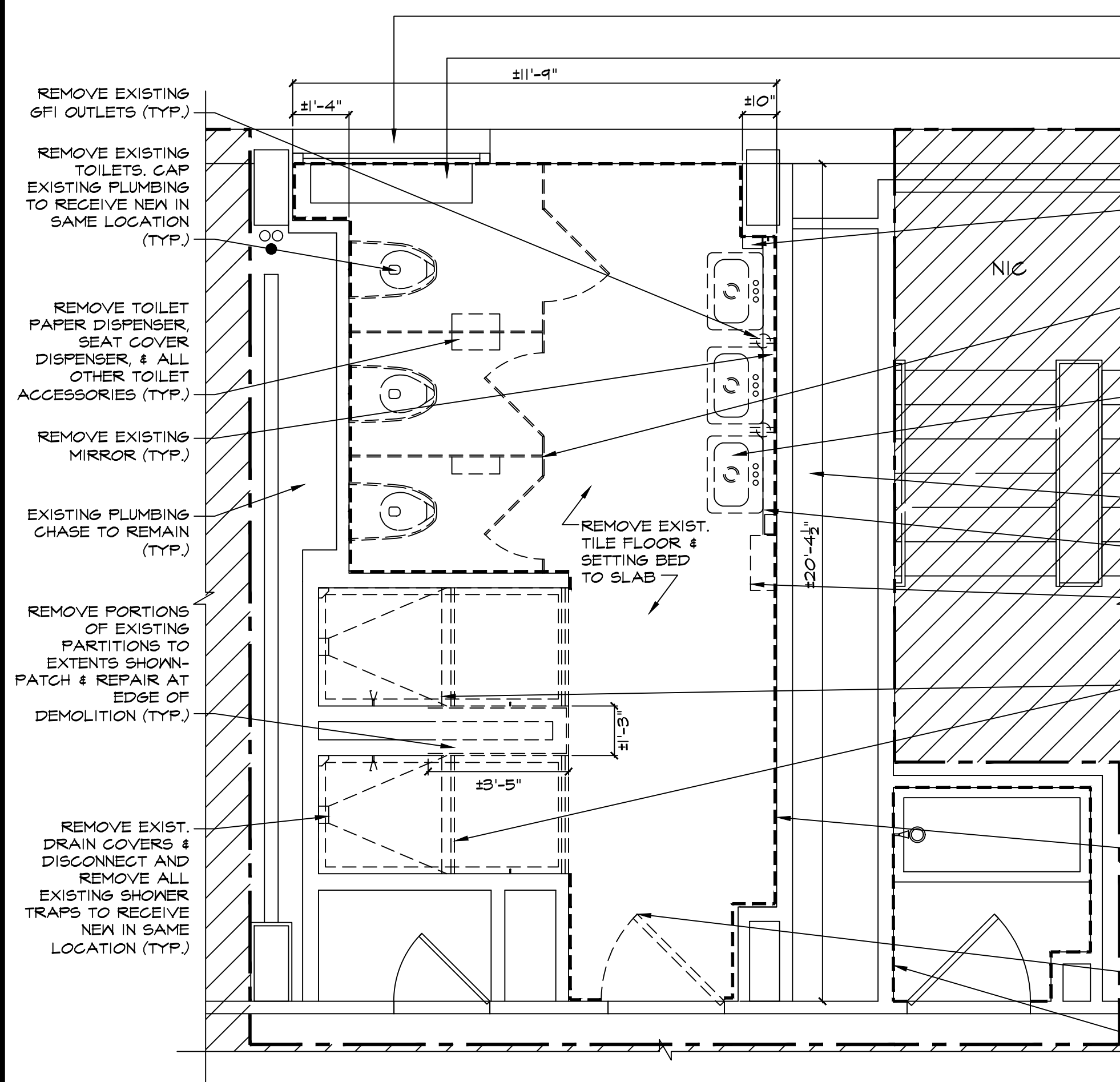
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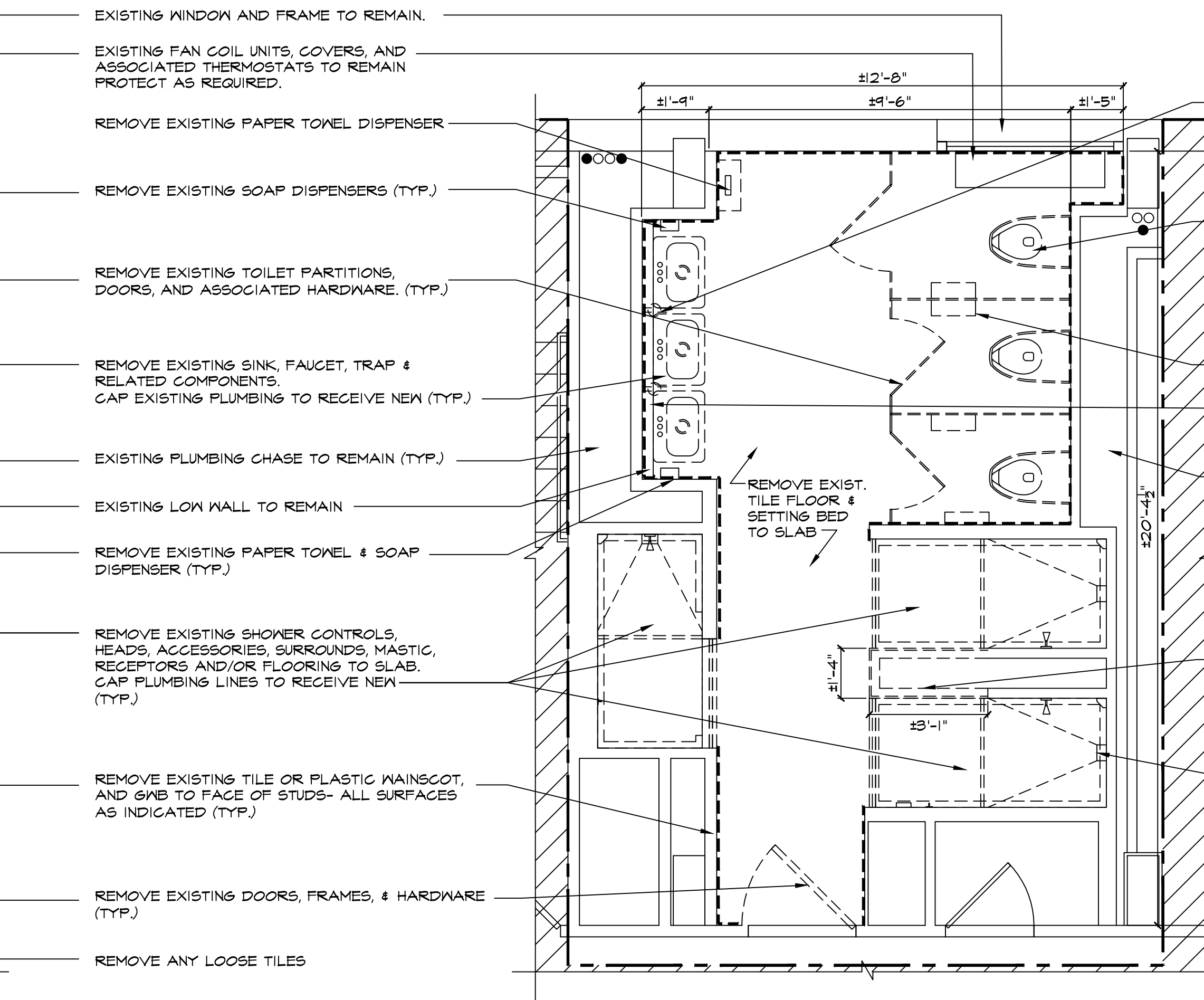
PROJECT:
CO-ED RESIDENCE HALL BATHROOM
RENOVATIONS - 9TH-10TH FLOORS
230 WEST 27TH ST
NEW YORK NY 10001

DRAWING TITLE:
DEMO PLANS & DEMO RCP-
9TH FLOOR

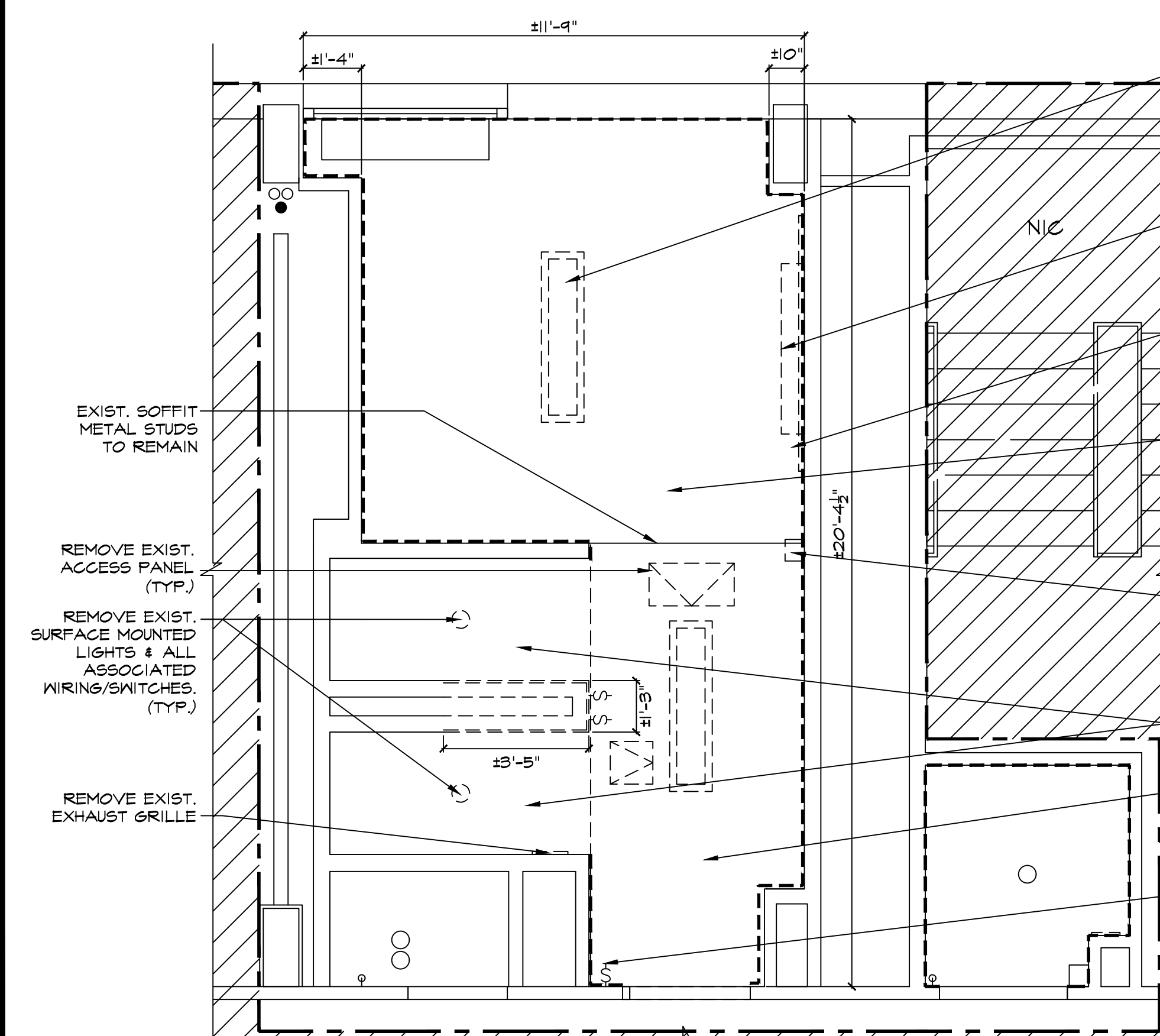
SEAL & SIGNATURE: _____
DATE: 09.15.2022
PROJECT No: 13284.110
DRAWING BY: AP&TM&LX
CHK BY: GS
DWG No:
DM-100.00
SCALE AS NOTED 6 of 16



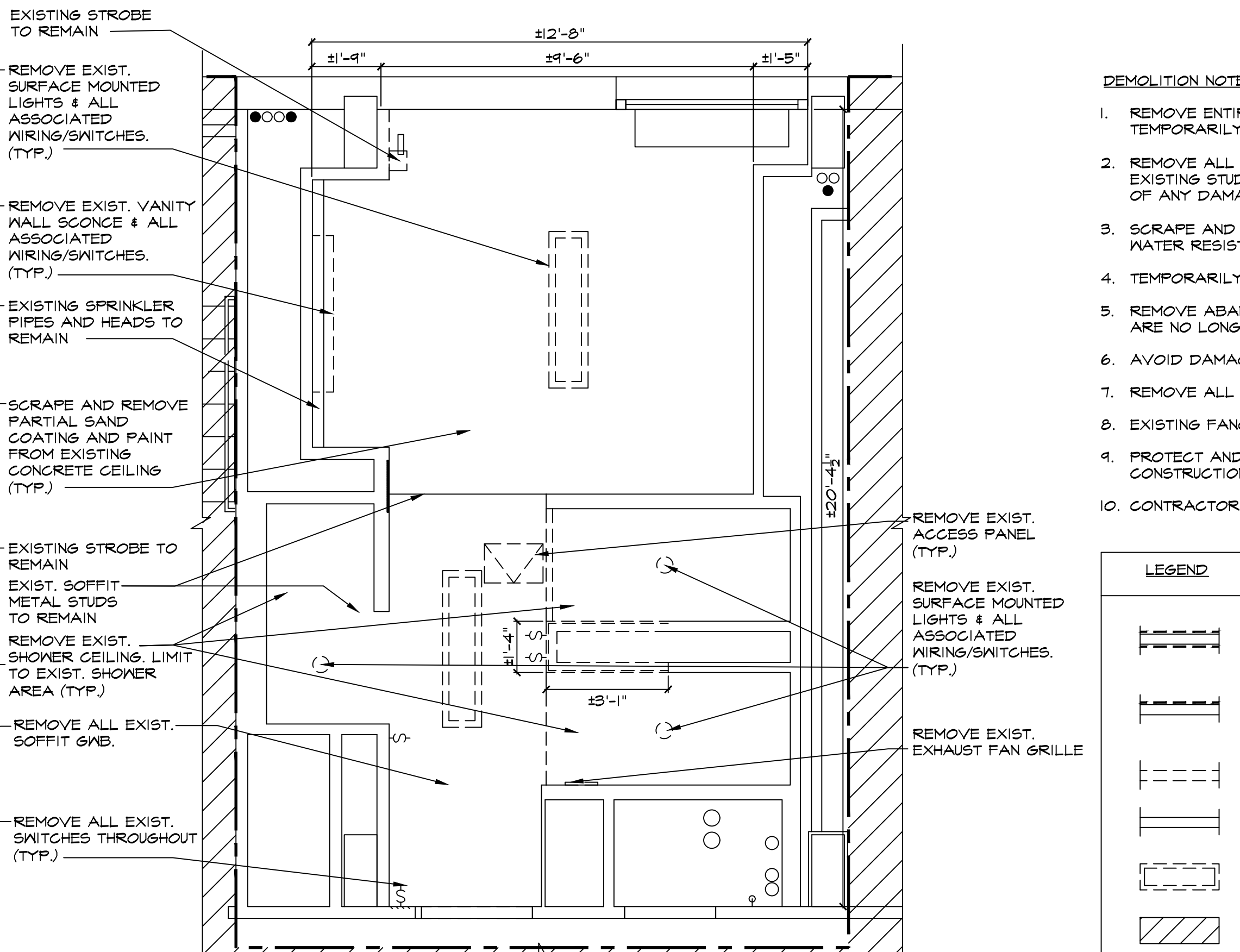
1 10TH FLOOR WEST BATHROOM DEMOLITION PLAN
SCALE: 3/8" = 1'-0"



2 10TH FLOOR EAST BATHROOM DEMOLITION PLAN
SCALE: 3/8" = 1'-0"



3 10TH FLOOR WEST BATHROOM DEMOLITION RCP
SCALE: 3/8" = 1'-0"



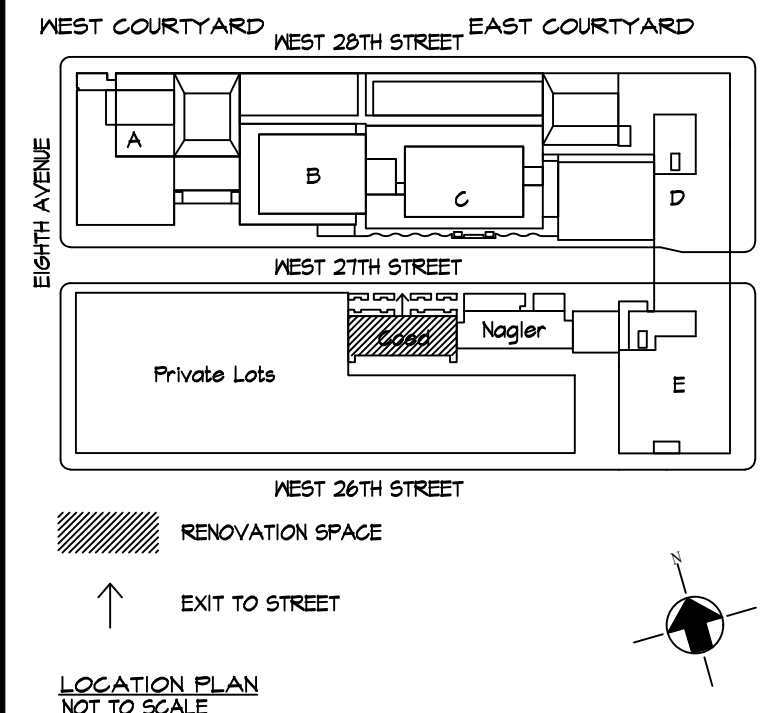
4 10TH FLOOR EAST BATHROOM DEMOLITION RCP
SCALE: 3/8" = 1'-0"

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	EXIST. STUDS TO REMAIN. REMOVE FINISHES AND GNB ONE SIDE.
	WALL TO BE REMOVED
	WALL TO REMAIN
	SURFACE MOUNTED LIGHT FIXTURE TO BE REMOVED
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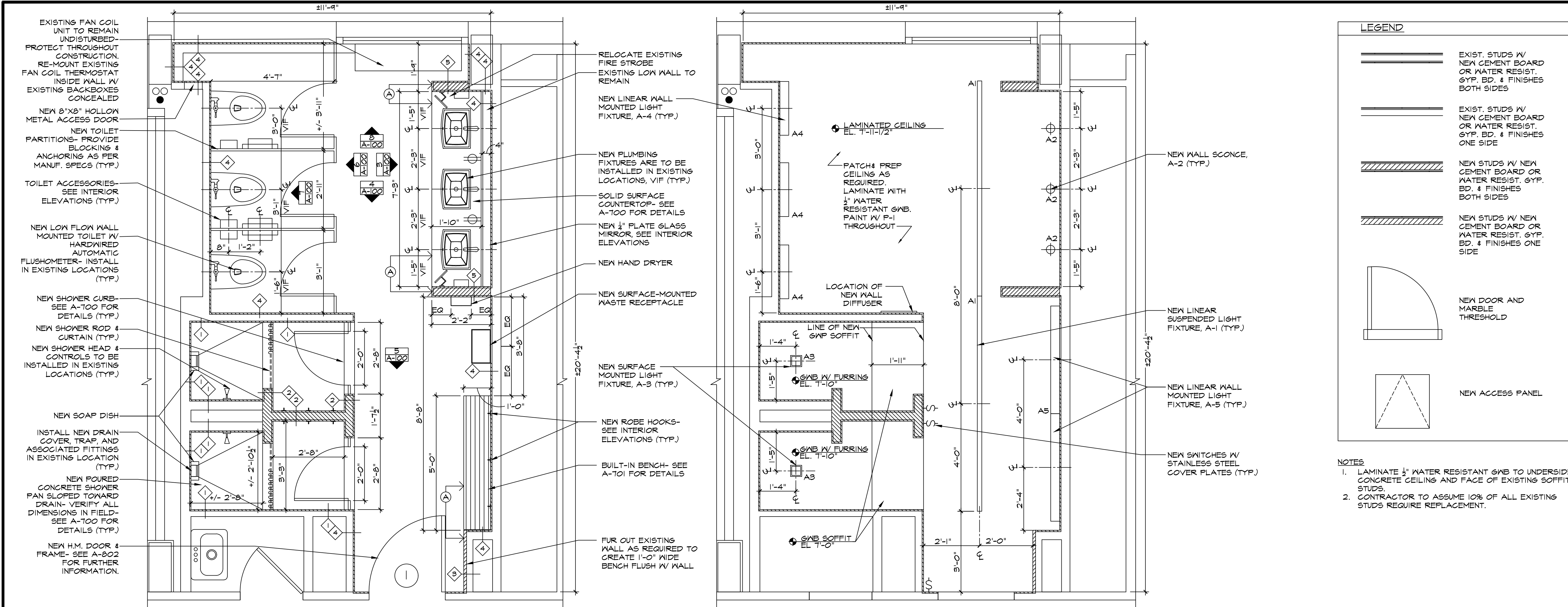
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PROJECT:
CO-ED RESIDENCE HALL BATHROOM
RENOVATIONS - 9TH-10TH FLOORS
230 WEST 27TH ST
NEW YORK NY 10001

DRAWING TITLE:
DEMO PLANS & DEMO RCP-
10TH FLOOR

SEAL & SIGNATURE: _____ DATE: 03.15.2022
PROJECT No: 13284.110
DRAWING BY: AP&TM&LX
CHK BY: GS
DWG No: _____
DM-101.00
SCALE AS NOTED 7 of 16

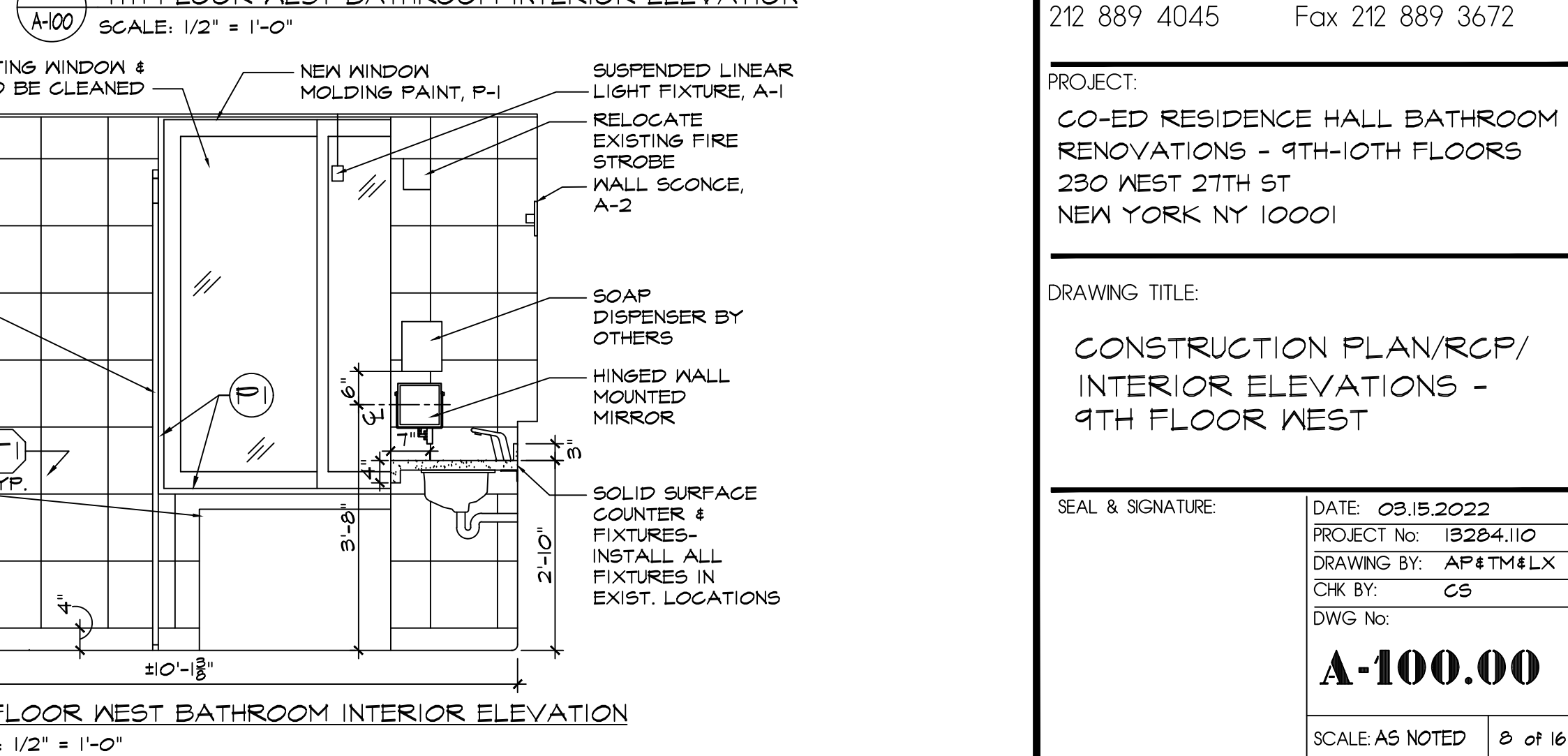
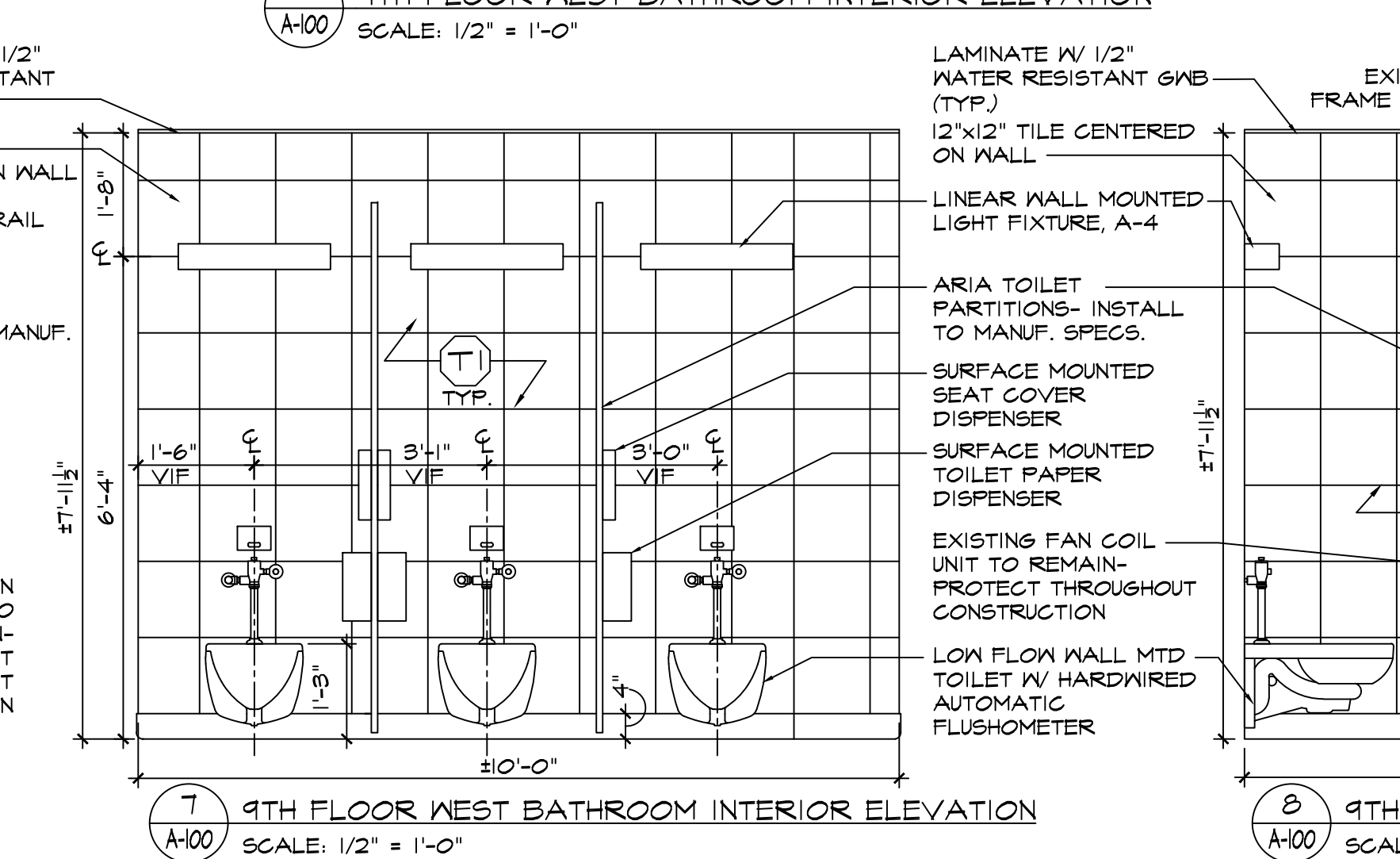
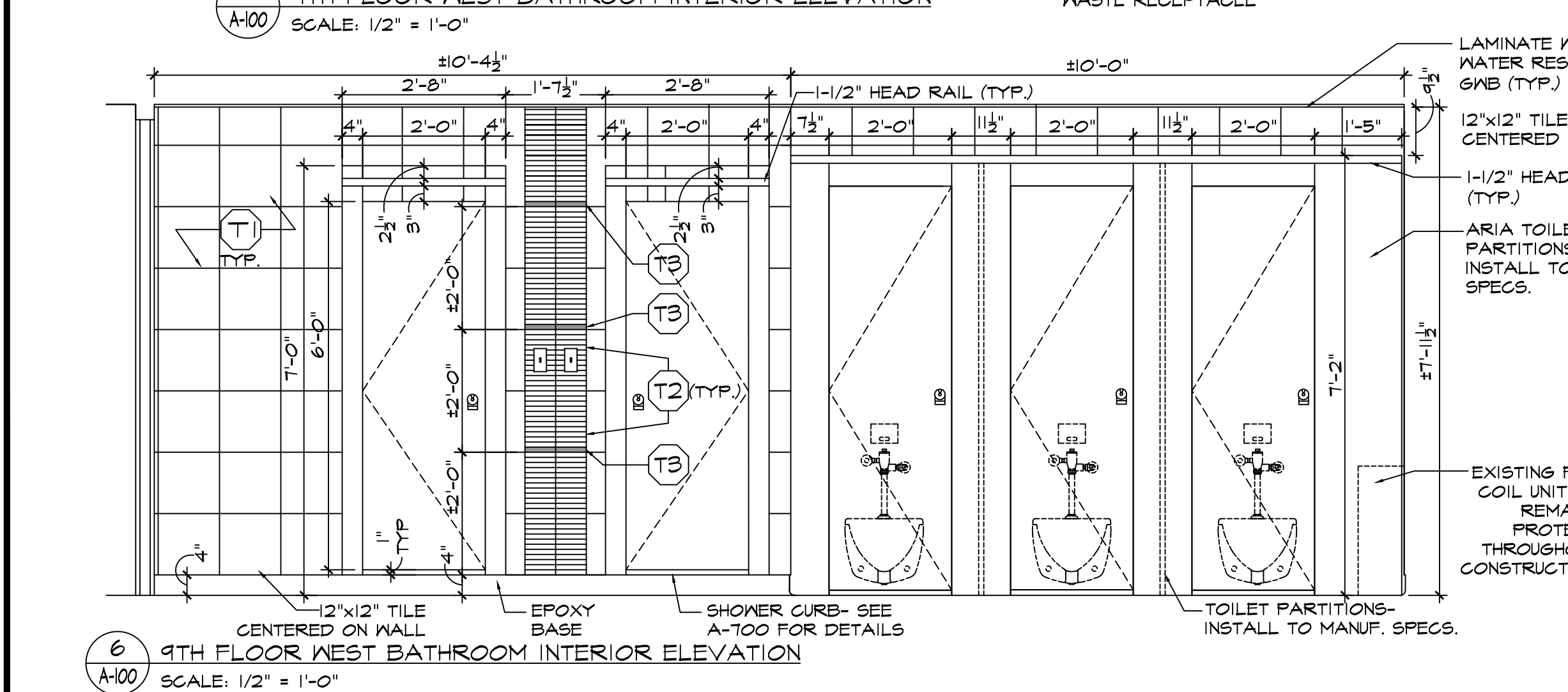
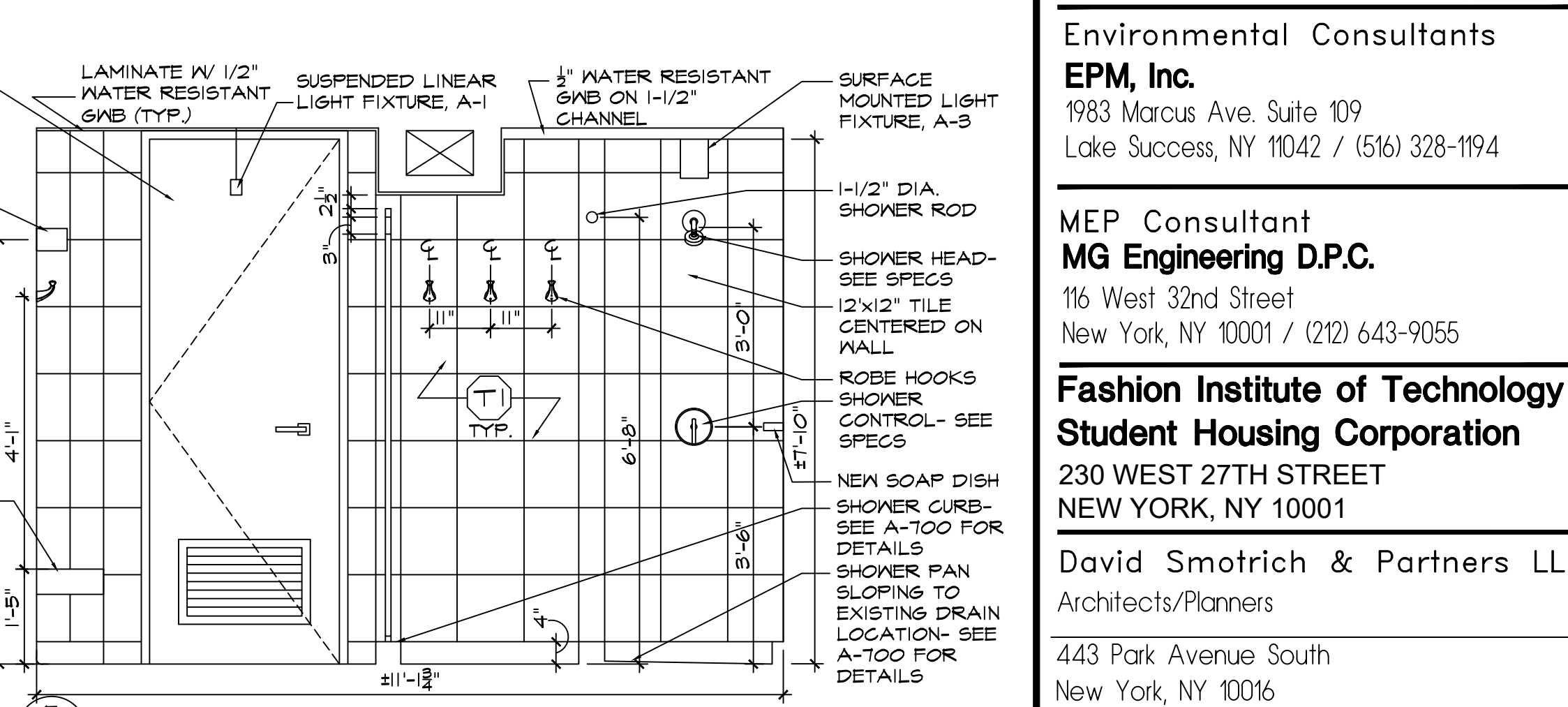
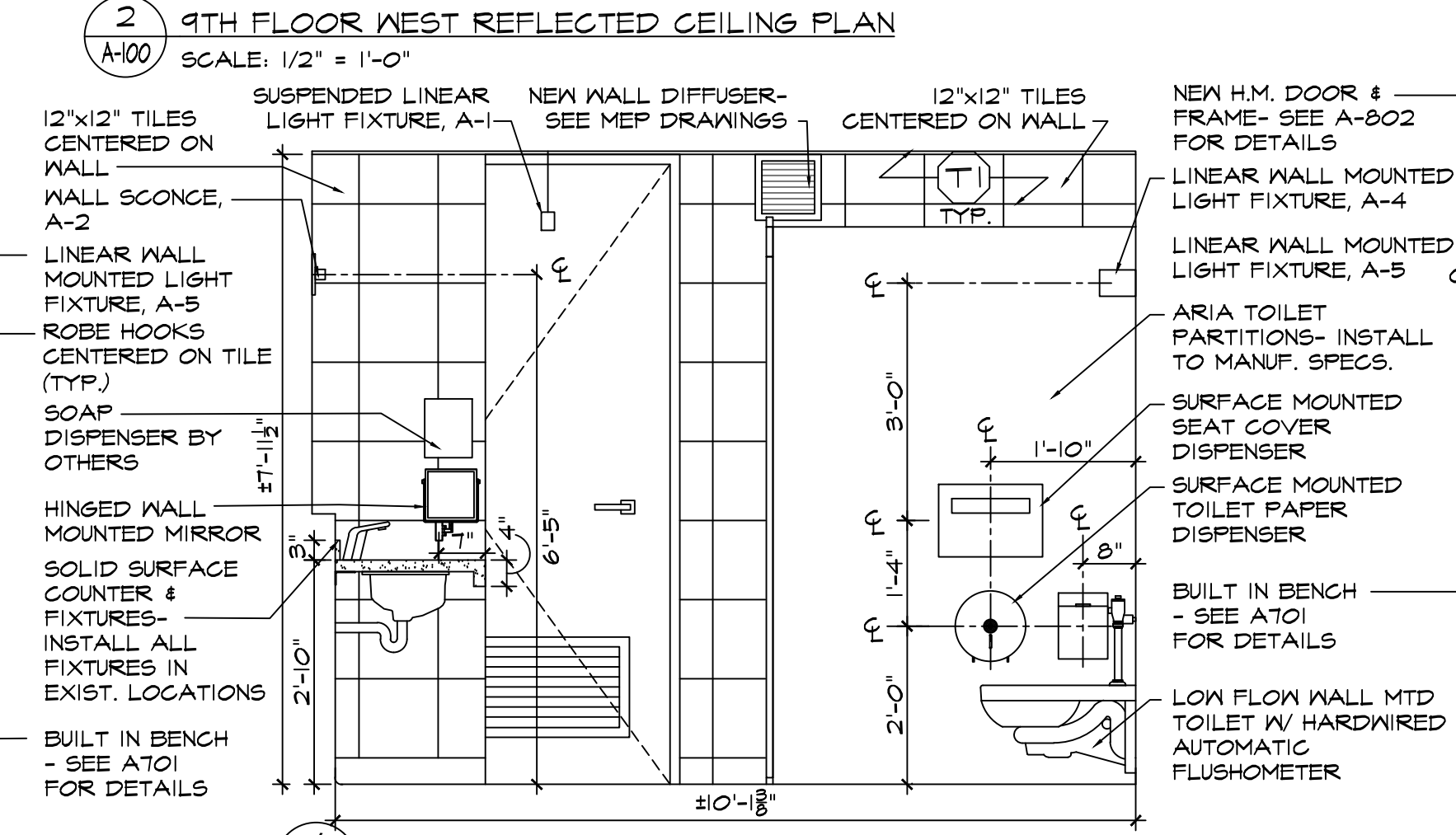
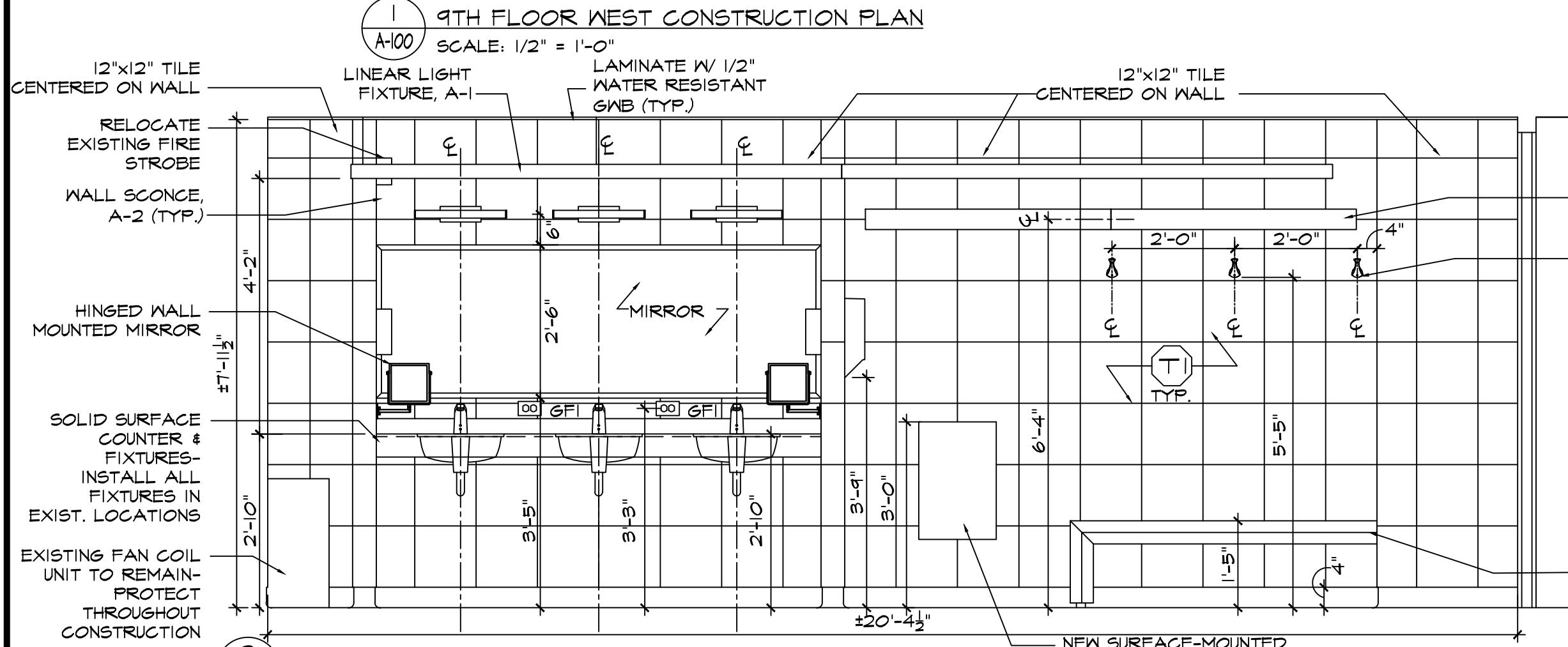
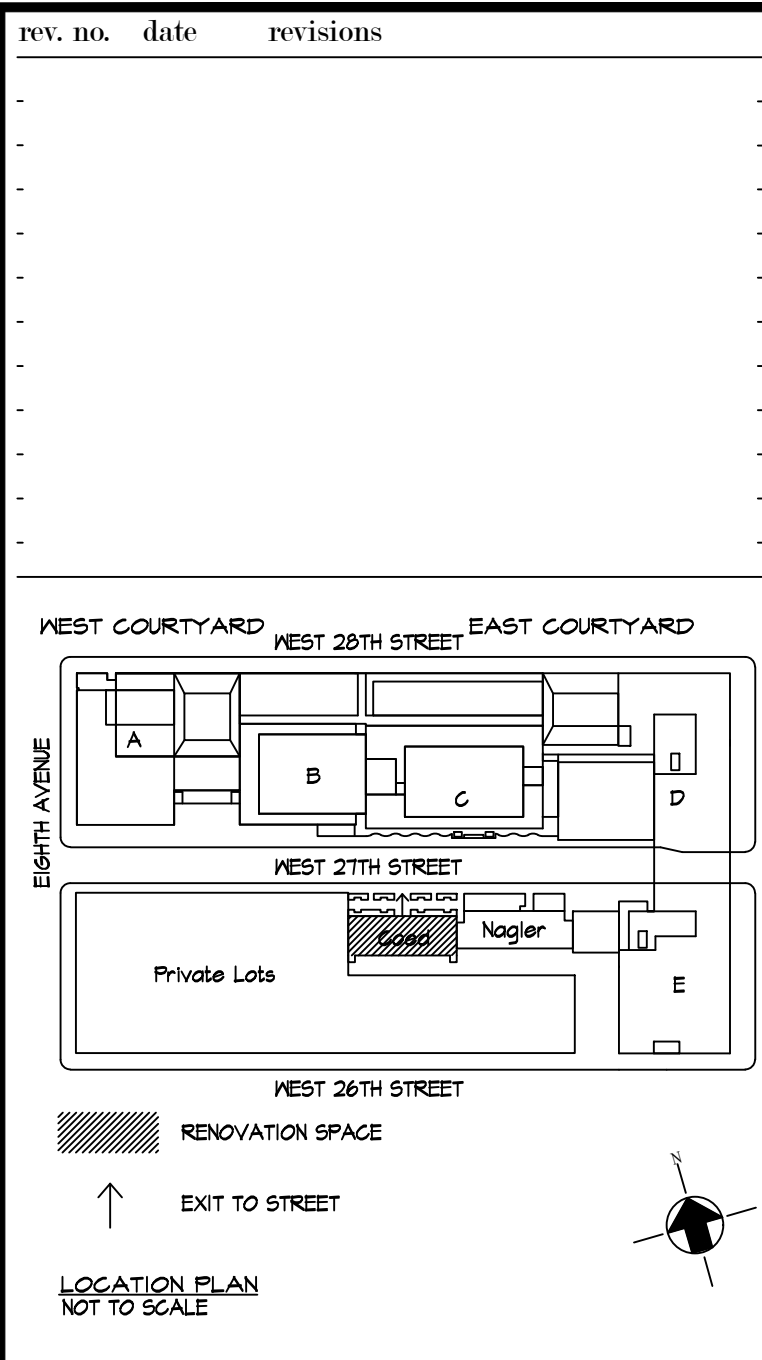


LEGEND

- EXIST. STUDS W/ NEW CEMENT BOARD OR WATER RESIST. GYP. BD. & FINISHES BOTH SIDES
- EXIST. STUDS W/ NEW CEMENT BOARD OR WATER RESIST. GYP. BD. & FINISHES ONE SIDE
- NEW STUDS W/ NEW CEMENT BOARD OR WATER RESIST. GYP. BD. & FINISHES BOTH SIDES
- NEW STUDS W/ NEW CEMENT BOARD OR WATER RESIST. GYP. BD. & FINISHES ONE SIDE
- NEW DOOR AND MARBLE THRESHOLD
- NEW ACCESS PANEL

NOTES

- LAMINATE 1/2" WATER RESISTANT GNB TO UNDERSIDE CONCRETE CEILING AND FACE OF EXISTING SOFFIT STUDS.
- CONTRACTOR TO ASSUME 10% OF ALL EXISTING STUDS REQUIRE REPLACEMENT.



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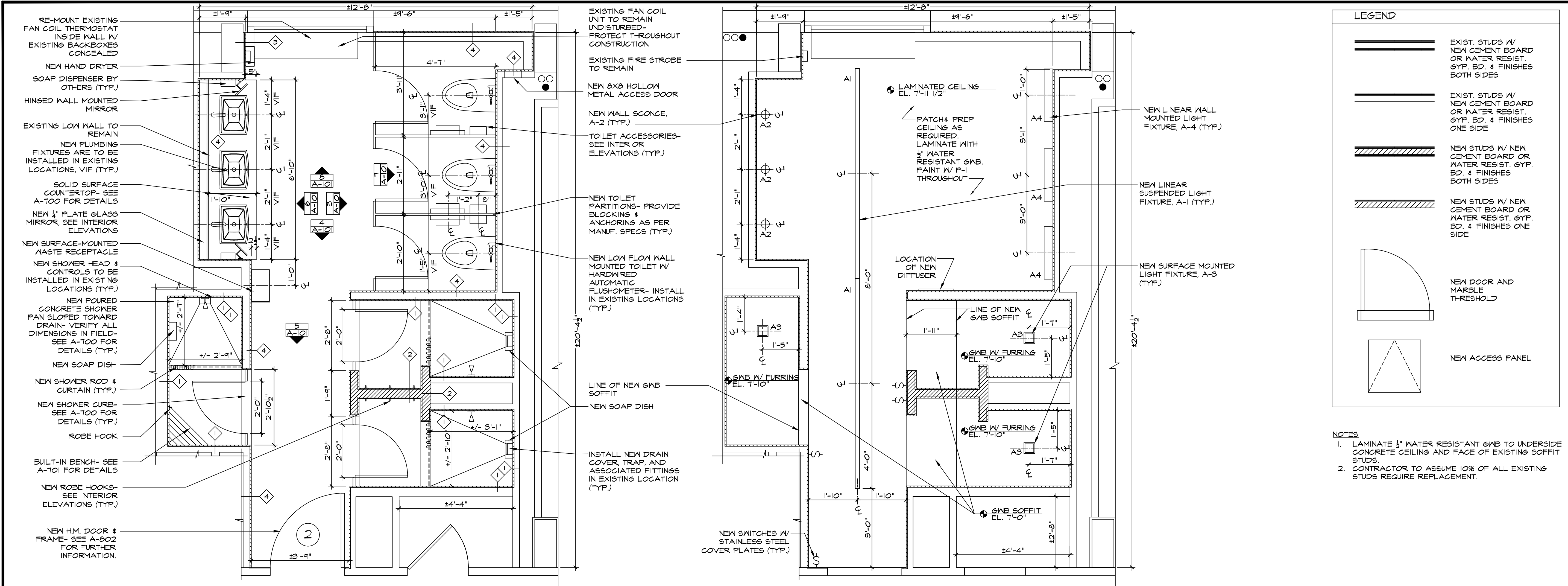
David Smotrich & Partners LLP
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443 Park Avenue South
New York, NY 10016
212 889 4045 Fax 212 889 3672

PROJECT:
CO-ED RESIDENCE HALL BATHROOM RENOVATIONS - 9TH-10TH FLOORS
230 WEST 27TH ST
NEW YORK NY 10001

DRAWING TITLE:
**CONSTRUCTION PLAN/RCP/
INTERIOR ELEVATIONS -
9TH FLOOR WEST**

SEAL & SIGNATURE:

DATE: 03.15.2022
PROJECT No: 13284.110
DRAWING BY: AP&TM&LX
CHK BY: GS
DWG No:
A-100.00
SCALE AS NOTED 8 of 16

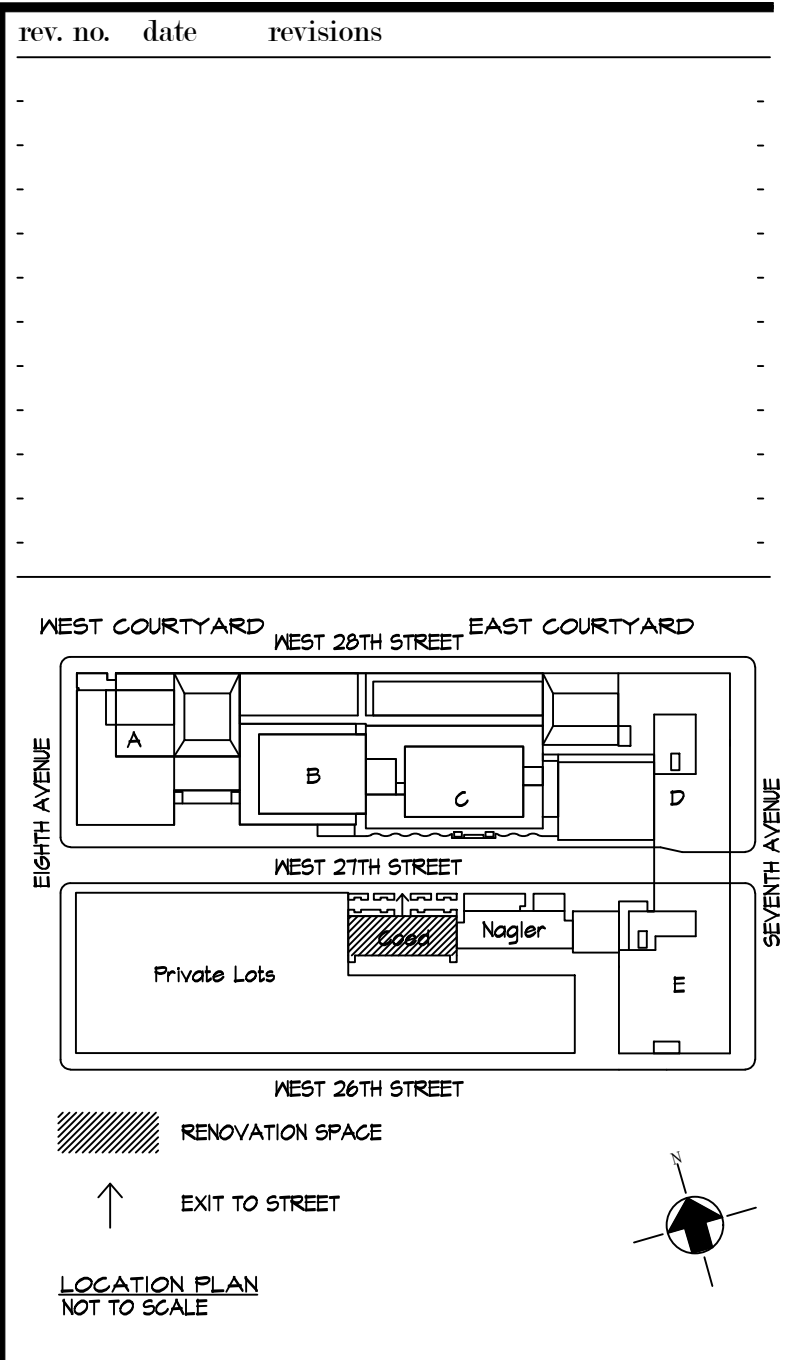


LEGEND

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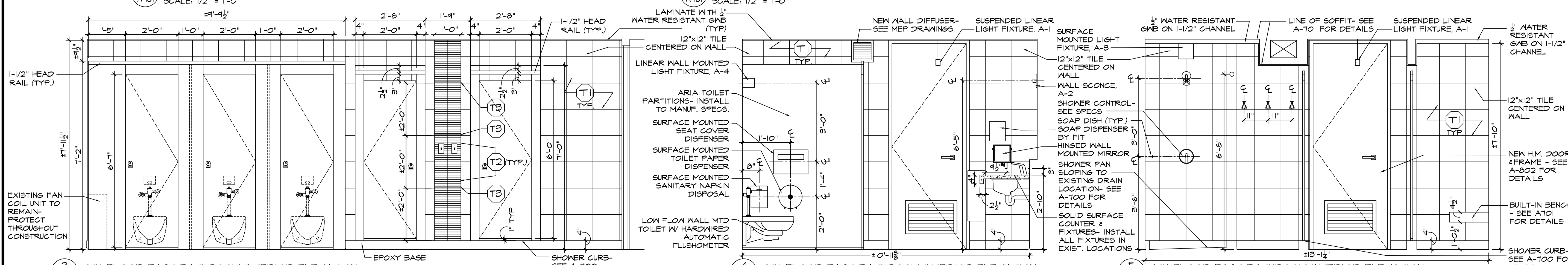
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1 9TH FLOOR EAST CONSTRUCTION PLAN
A-10 SCALE: 1/2" = 1'-0"

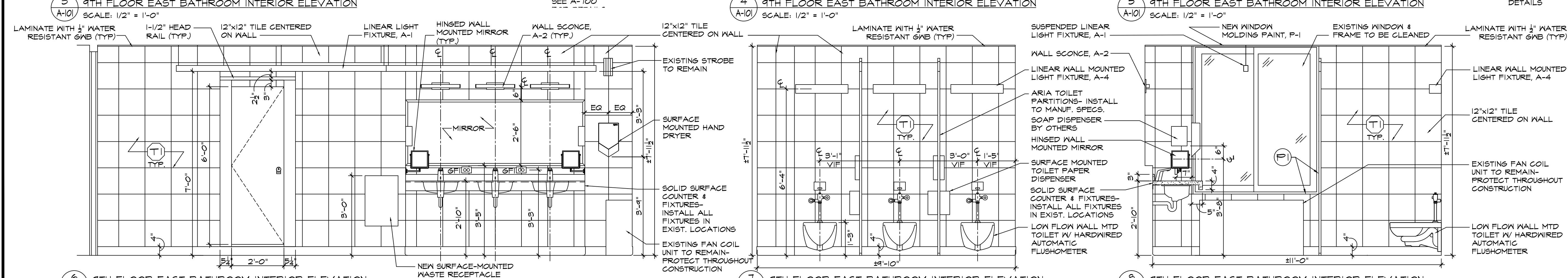
2 9TH FLOOR EAST REFLECTED CEILING PLAN
A-10 SCALE: 1/2" = 1'-0"



3 9TH FLOOR EAST BATHROOM INTERIOR ELEVATION
A-10 SCALE: 1/2" = 1'-0"

4 9TH FLOOR EAST BATHROOM INTERIOR ELEVATION
A-10 SCALE: 1/2" = 1'-0"

5 9TH FLOOR EAST BATHROOM INTERIOR ELEVATION
A-10 SCALE: 1/2" = 1'-0"



6 9TH FLOOR EAST BATHROOM INTERIOR ELEVATION
A-10 SCALE: 1/2" = 1'-0"

7 9TH FLOOR EAST BATHROOM INTERIOR ELEVATION
A-10 SCALE: 1/2" = 1'-0"

8 9TH FLOOR EAST BATHROOM INTERIOR ELEVATION
A-10 SCALE: 1/2" = 1'-0"

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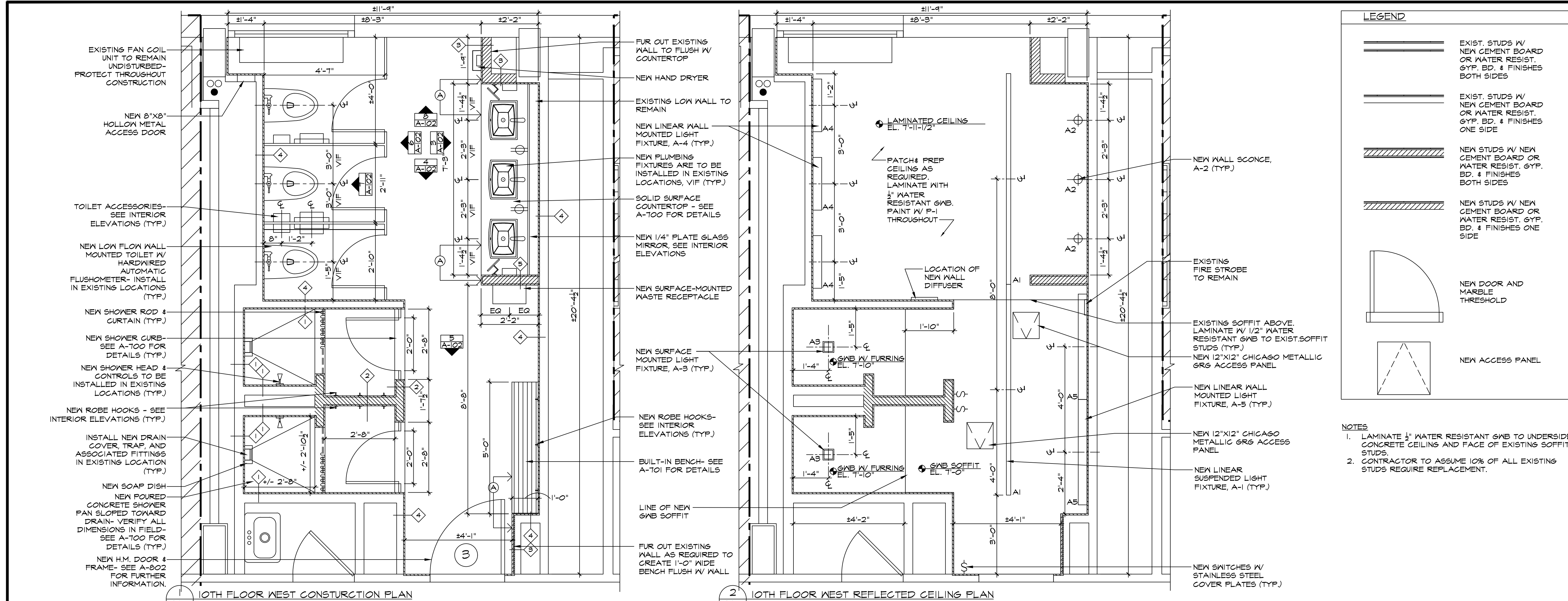
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PROJECT:
CO-ED RESIDENCE HALL BATHROOM RENOVATIONS - 9TH-10TH FLOORS
230 WEST 27TH ST
NEW YORK NY 10001

DRAWING TITLE:
**CONSTRUCTION PLAN/RCP/
INTERIOR ELEVATIONS -
9TH FLOOR EAST**

SEAL & SIGNATURE: _____ DATE: 03.15.2022
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SCALE AS NOTED 9 of 16

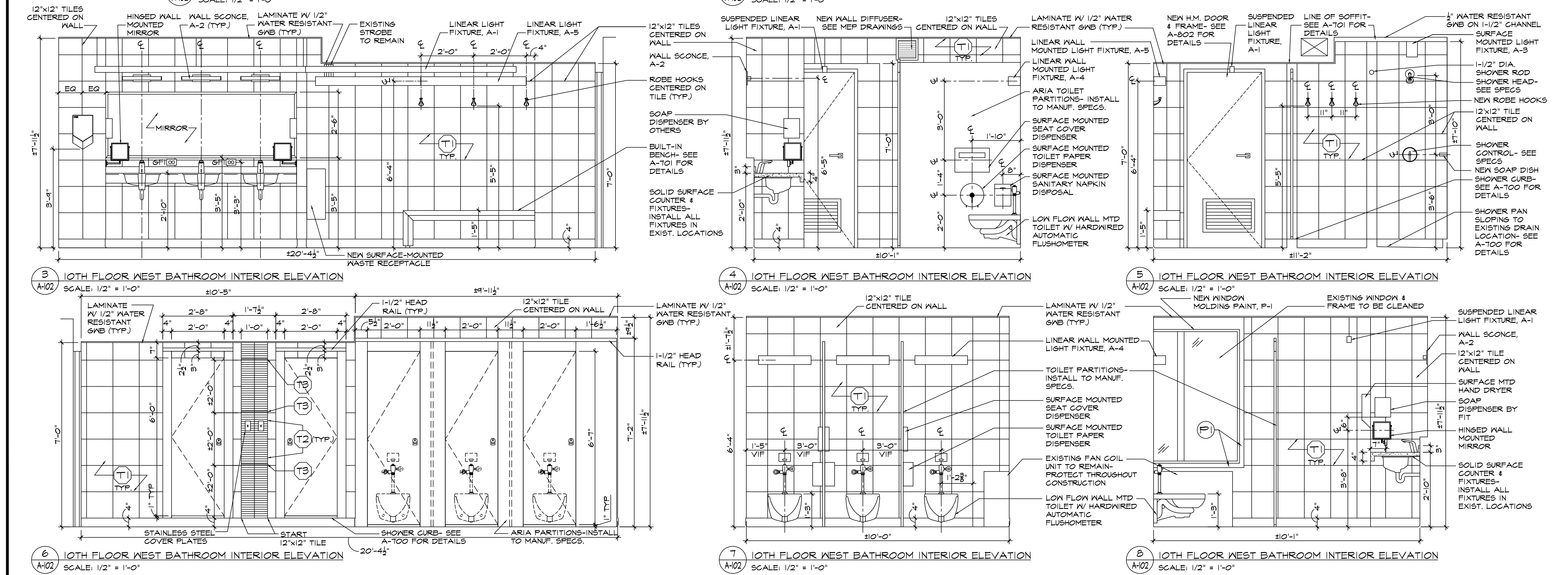
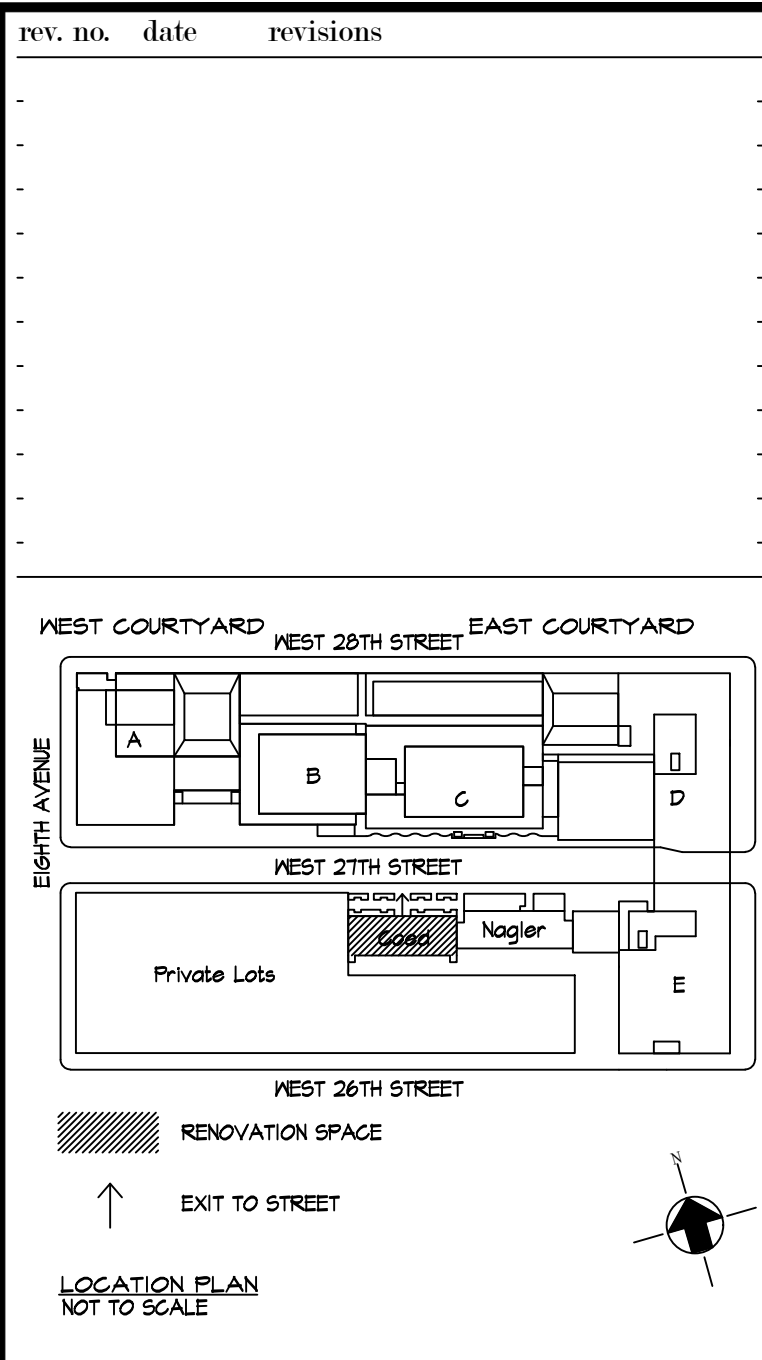


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NOTES

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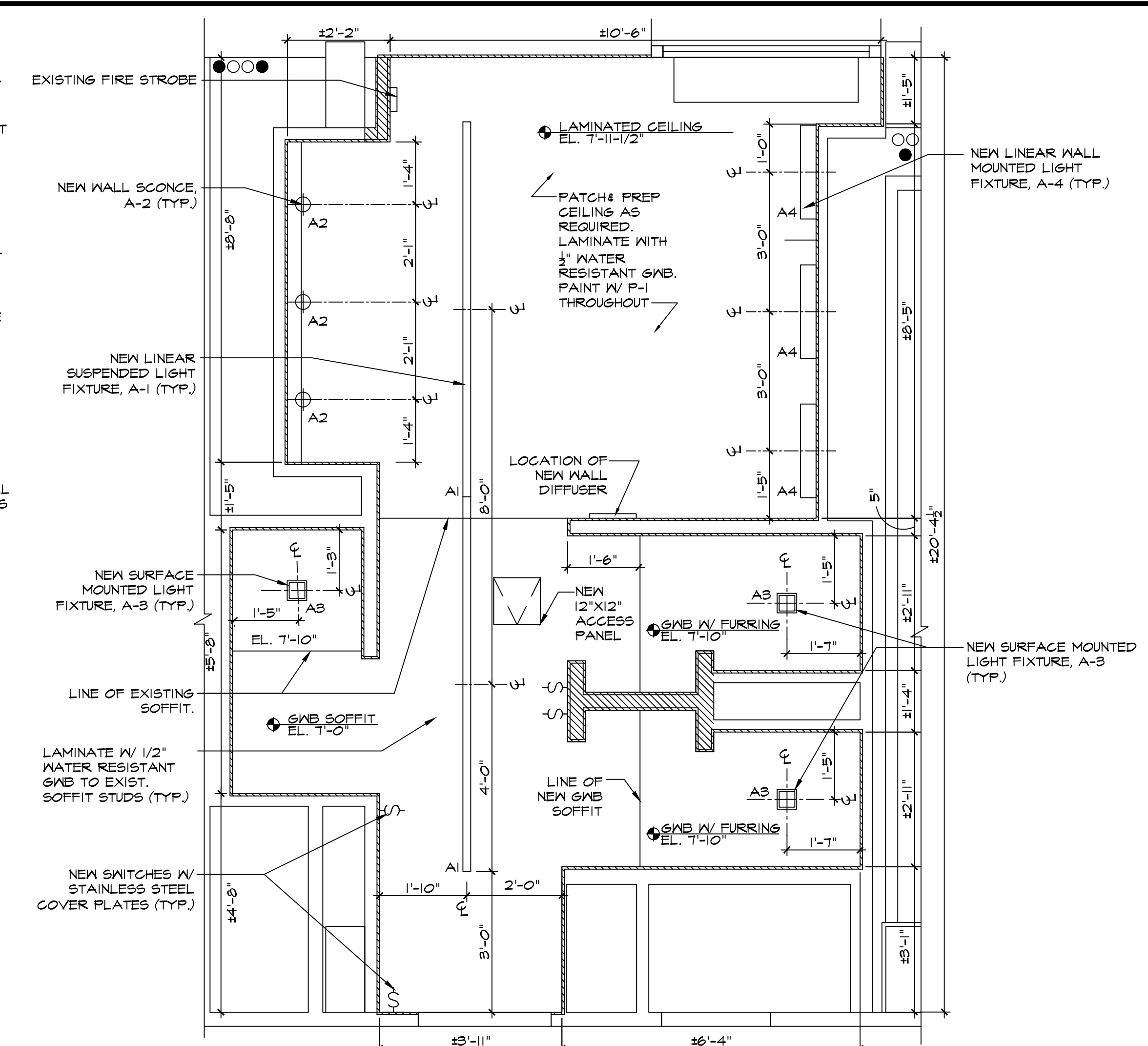
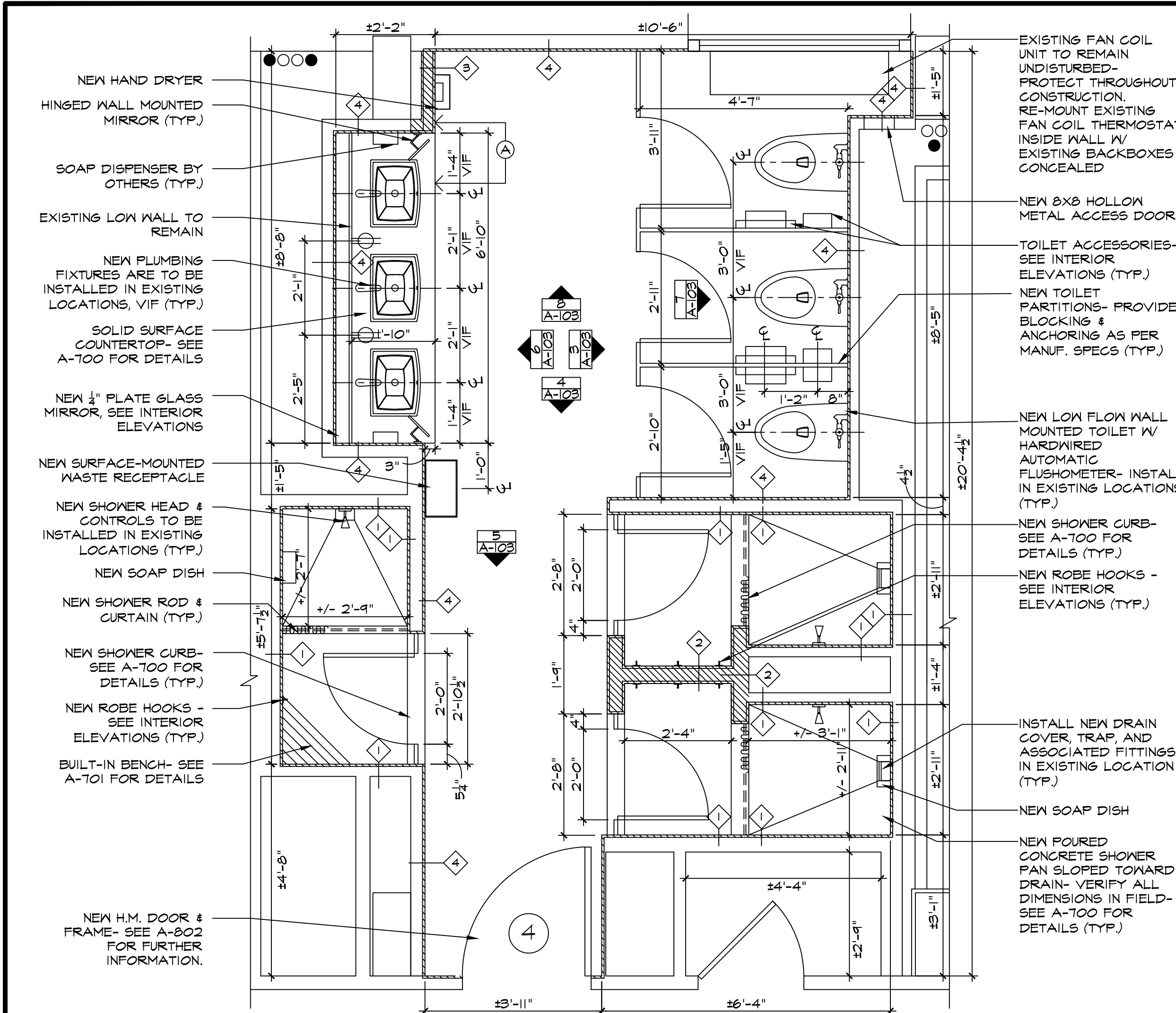
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 SCALE AS NOTED 10 of 16

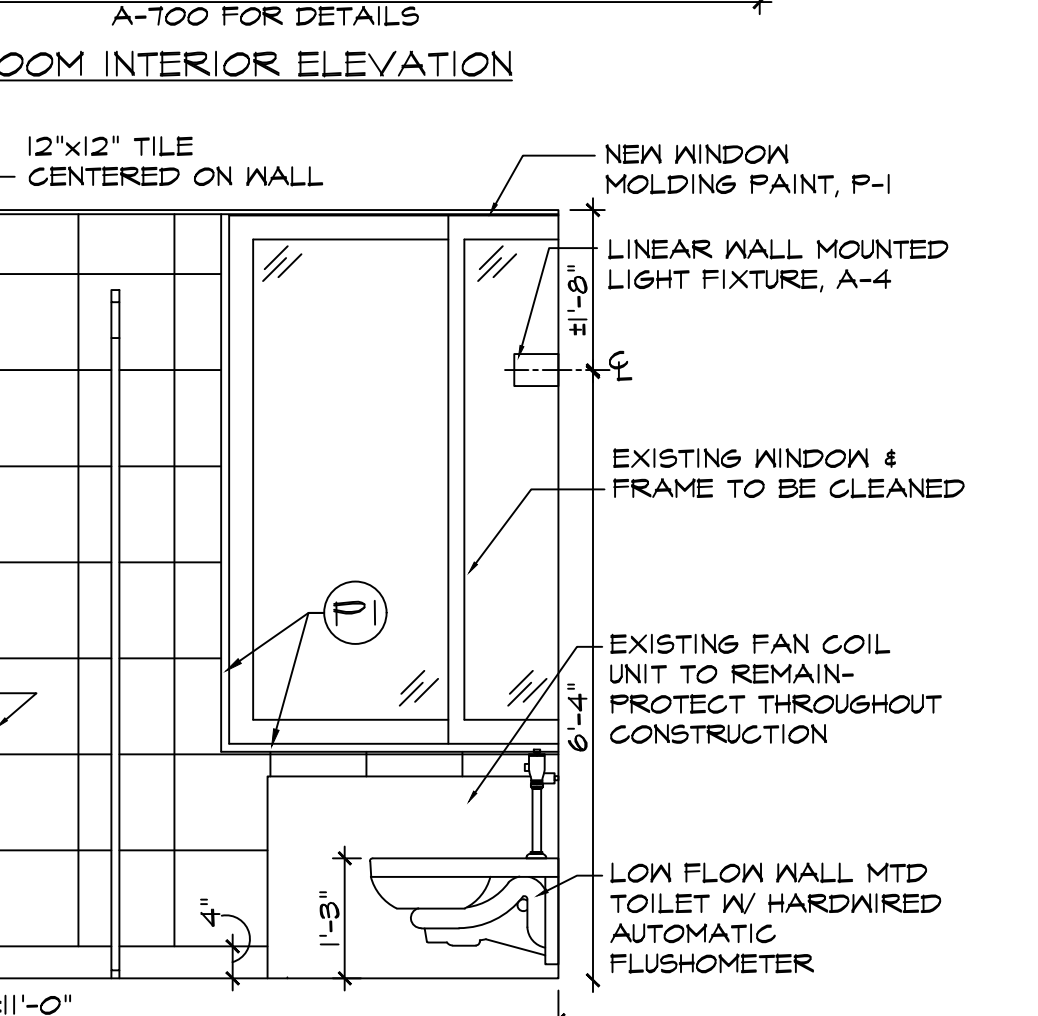
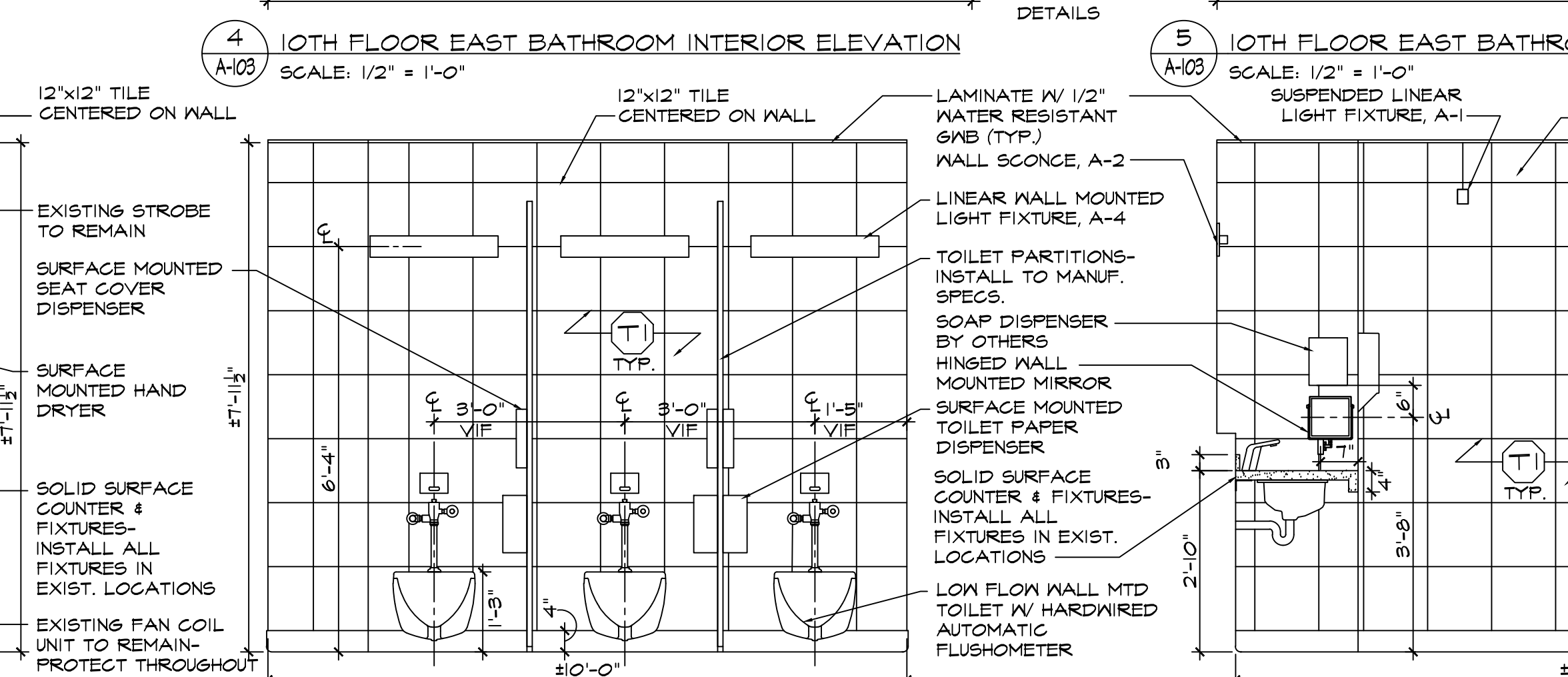
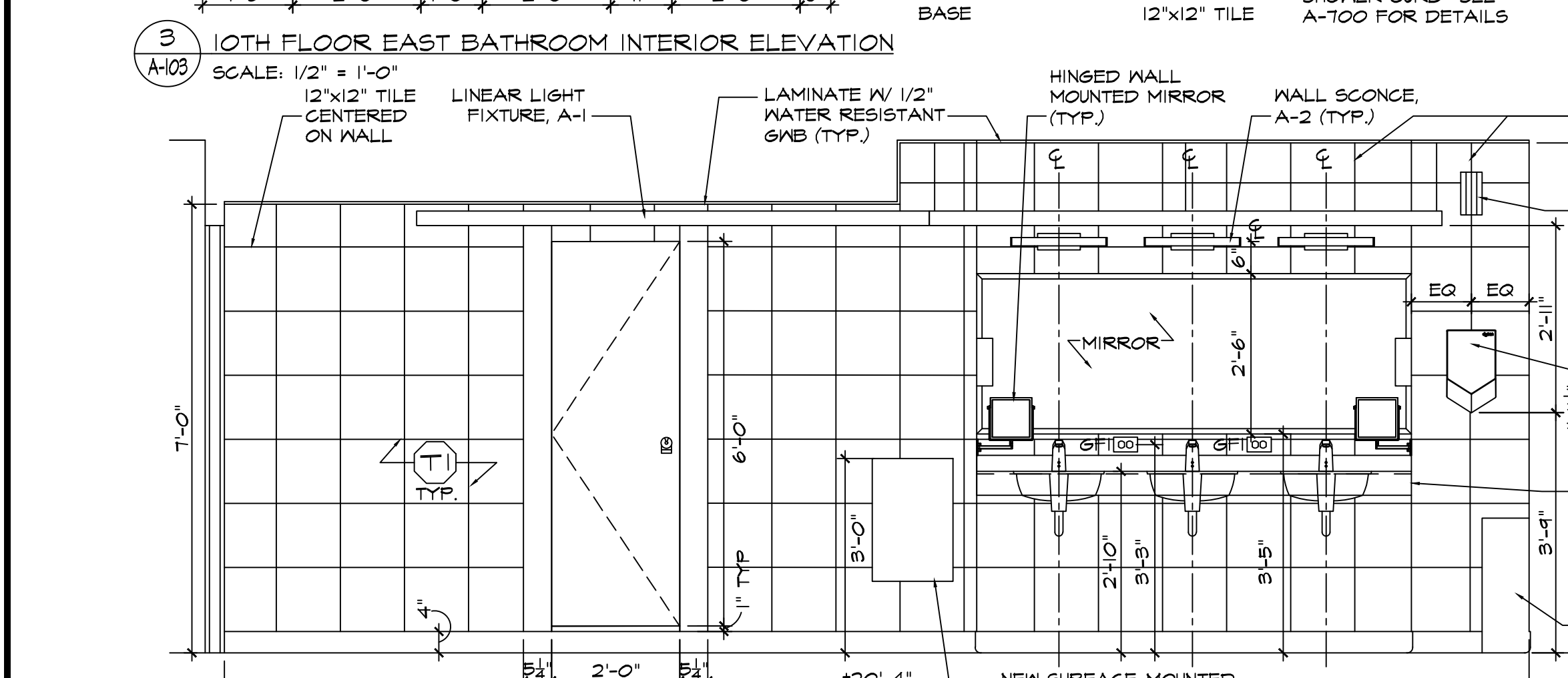
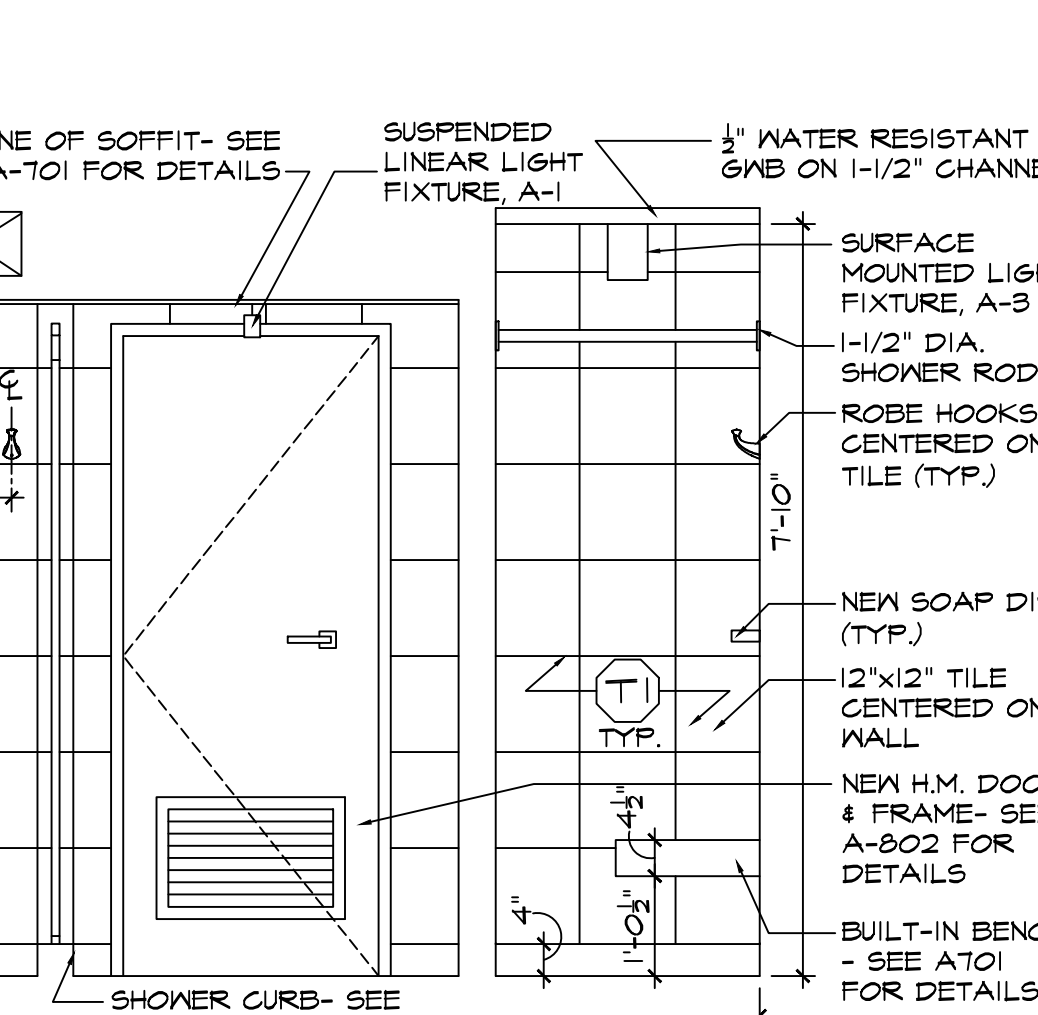
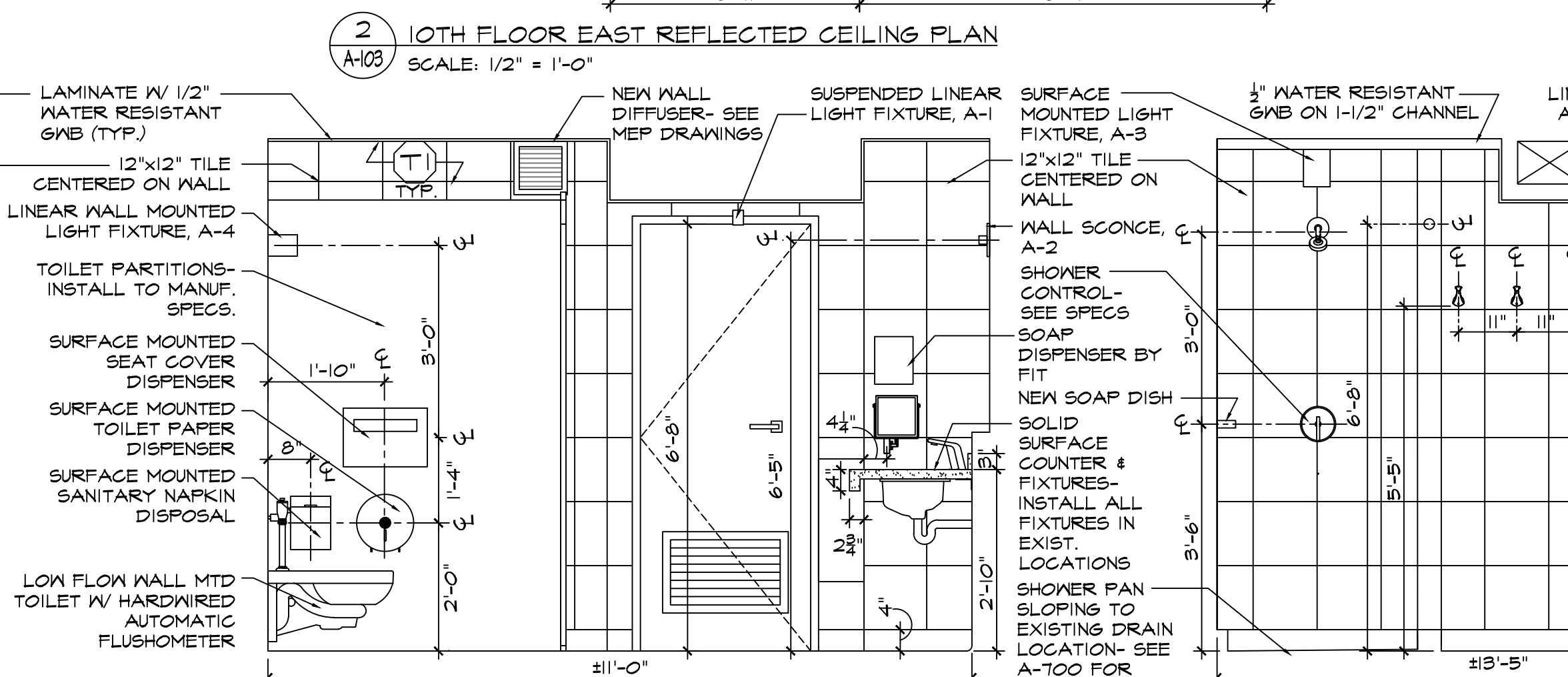
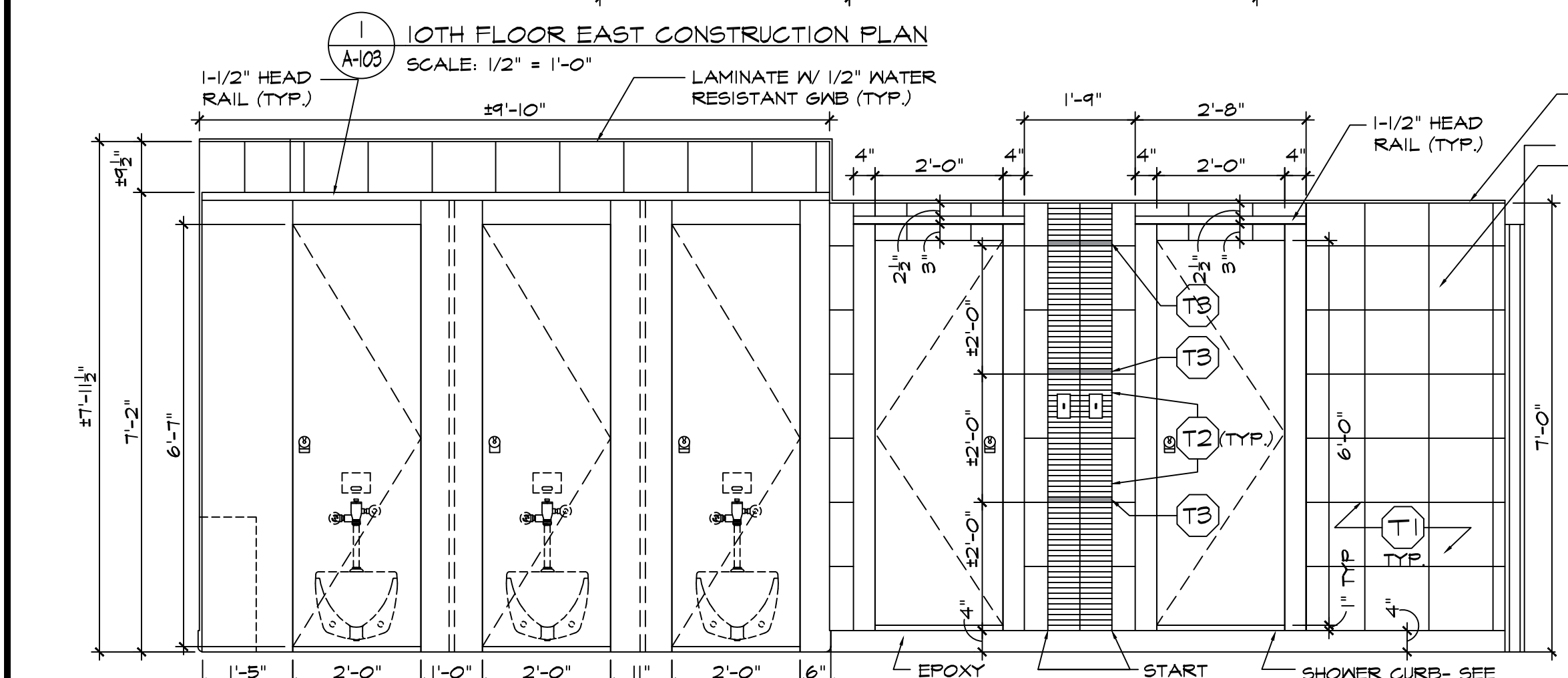
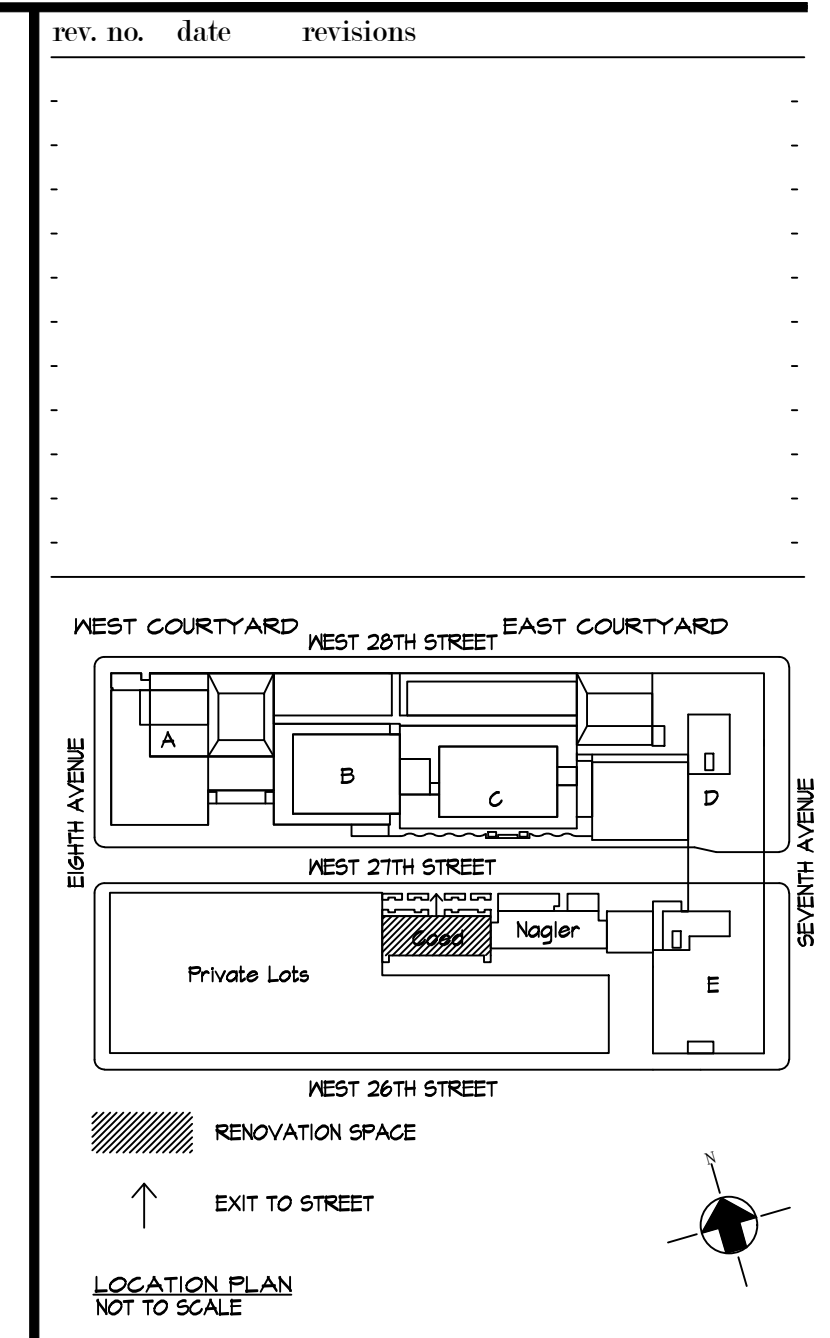


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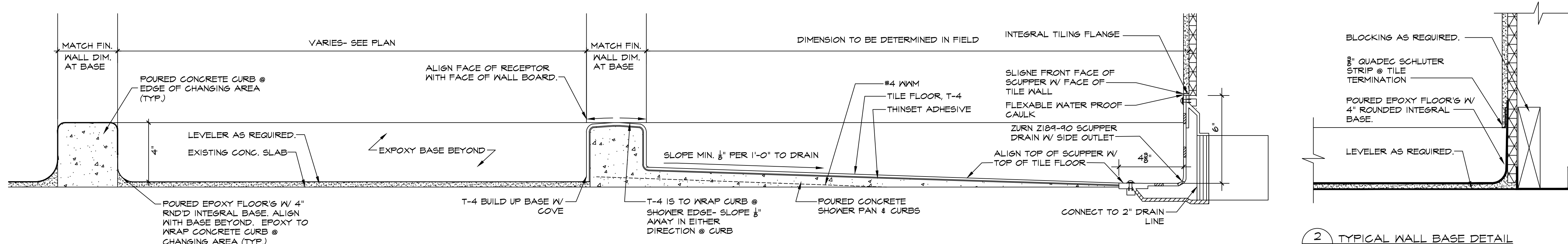
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 NEW YORK NY 10001

DRAWING TITLE:
CONSTRUCTION PLAN/RCP/ INTERIOR ELEVATIONS - 10TH FLOOR EAST

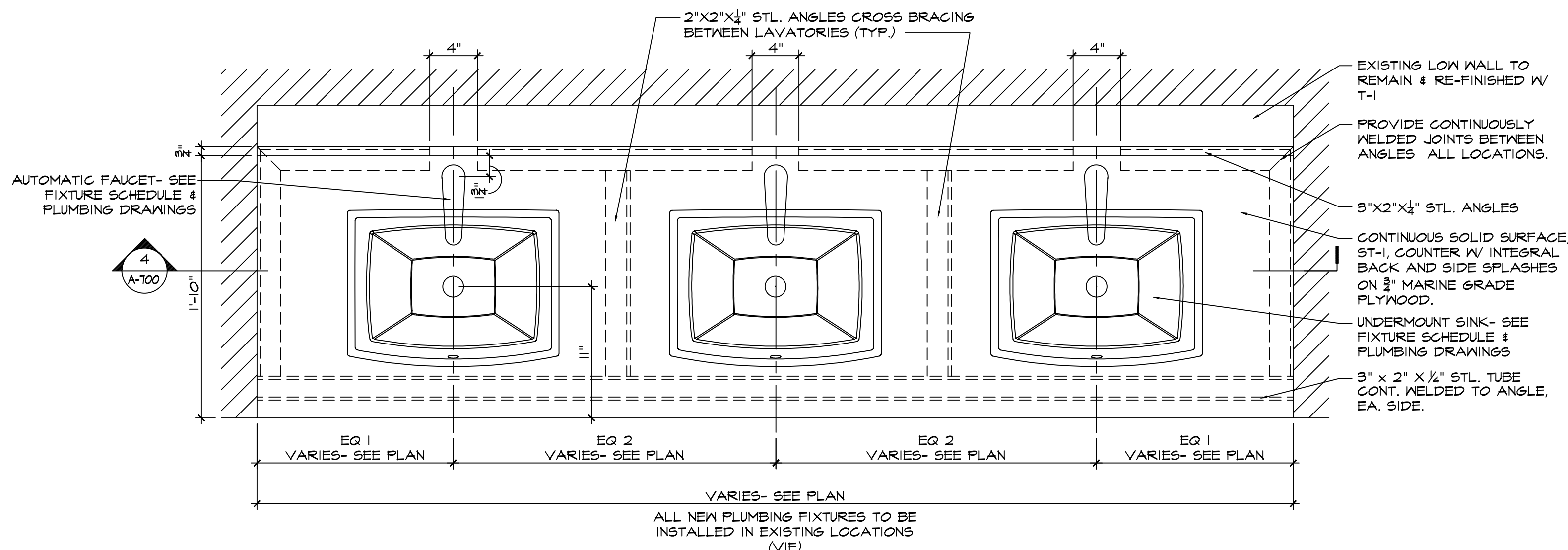
SEAL & SIGNATURE: _____ DATE: 09.15.2022
 PROJECT No: 13284.110
 DRAWING BY: AP&TM&LX
 CHK BY: GS
 DWG No: _____

A-103.00
 SCALE AS NOTED 11 of 16

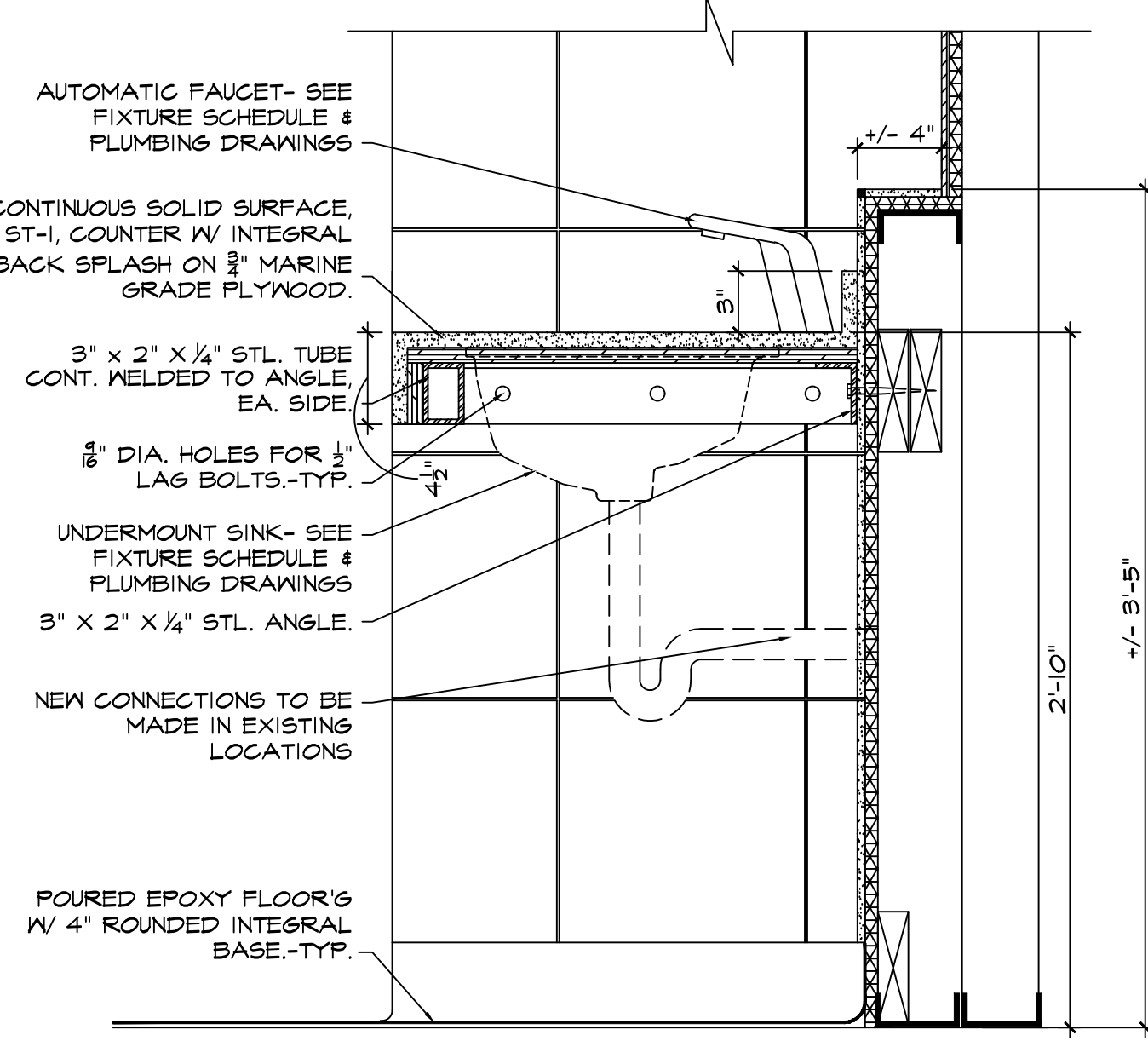


1 TYPICAL SHOWER FLOOR SECTION
SCALE: 3" = 1'-0"

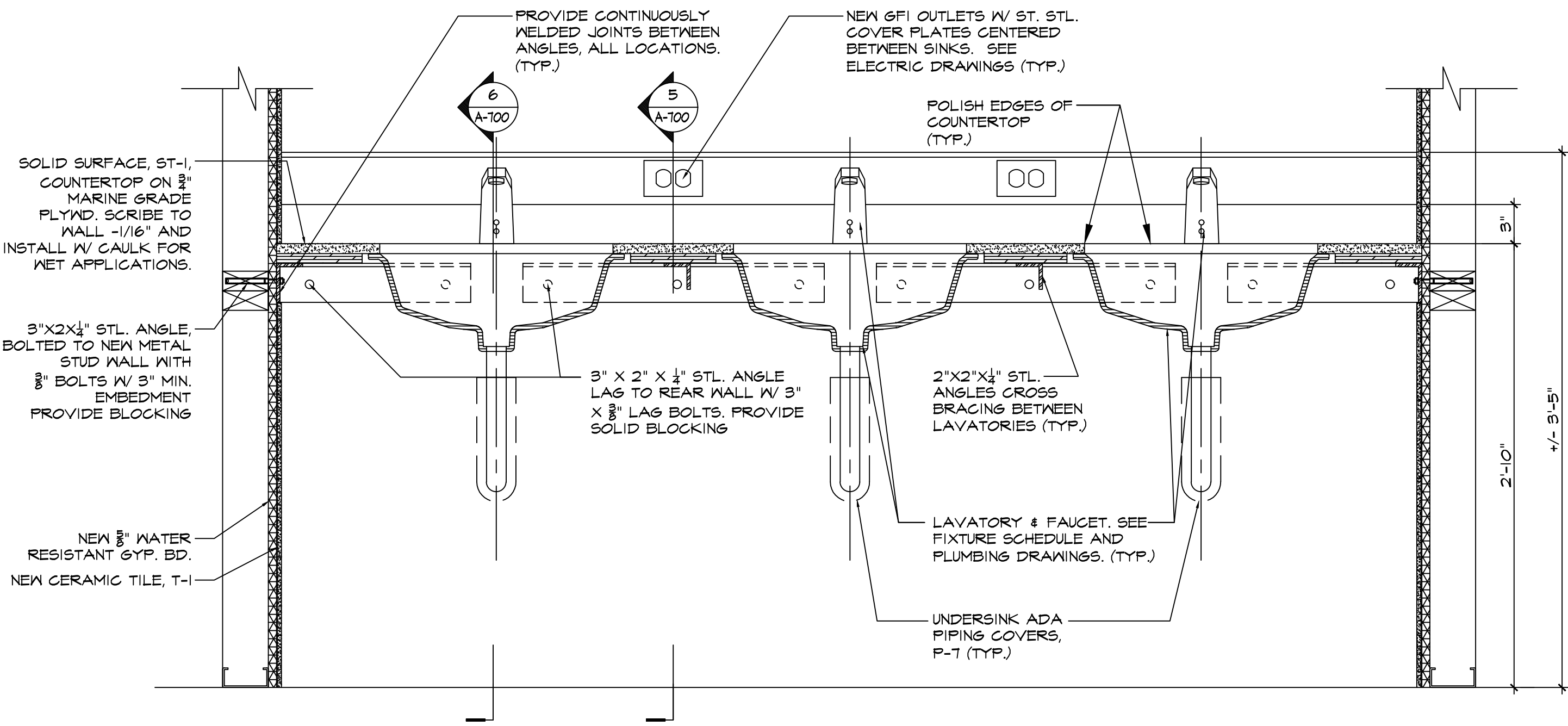
2 TYPICAL WALL BASE DETAIL
SCALE: 3" = 1'-0"



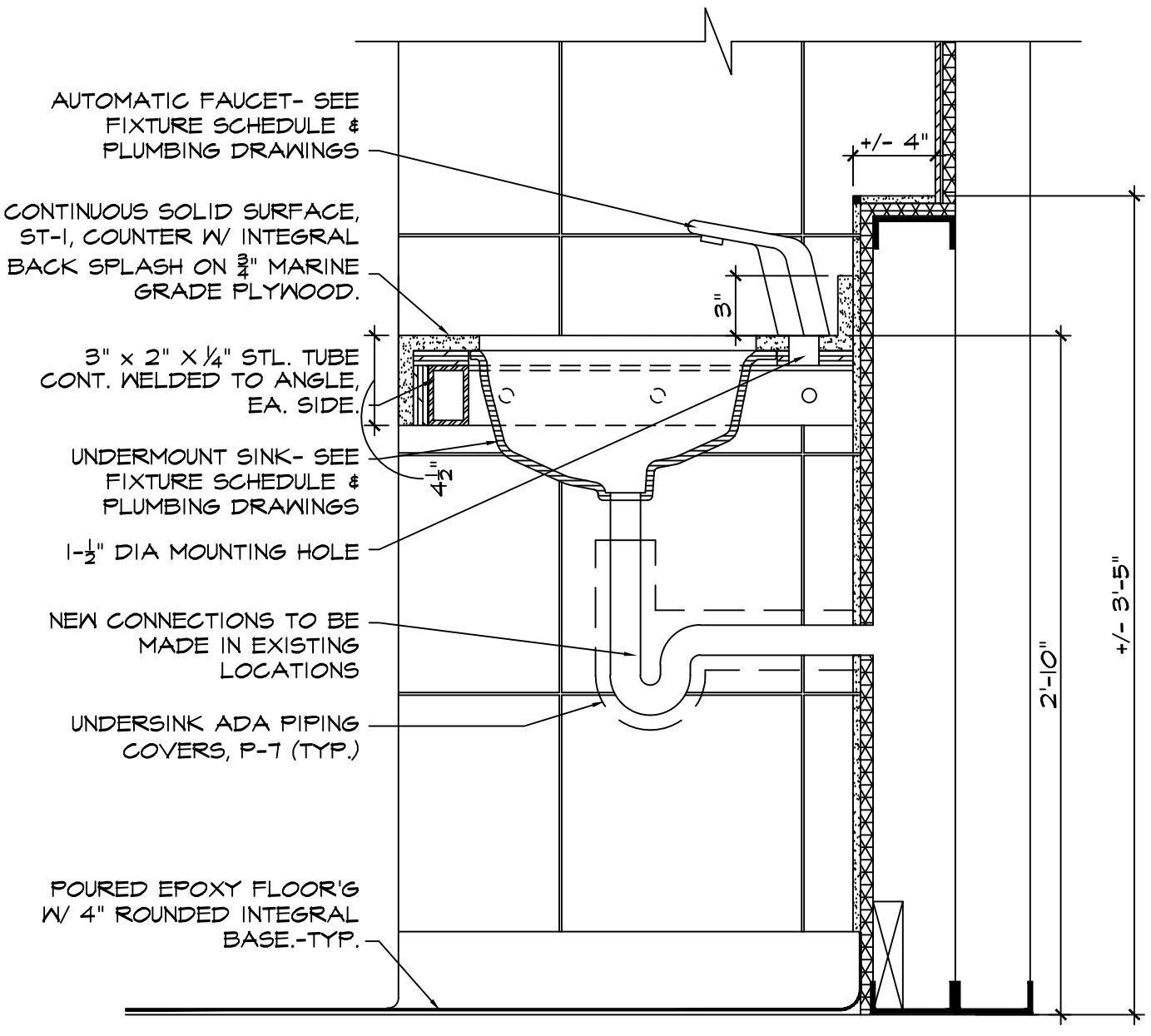
3 TYPICAL SINK COUNTER DETAIL PLAN
SCALE: 1-1/2" = 1'-0"



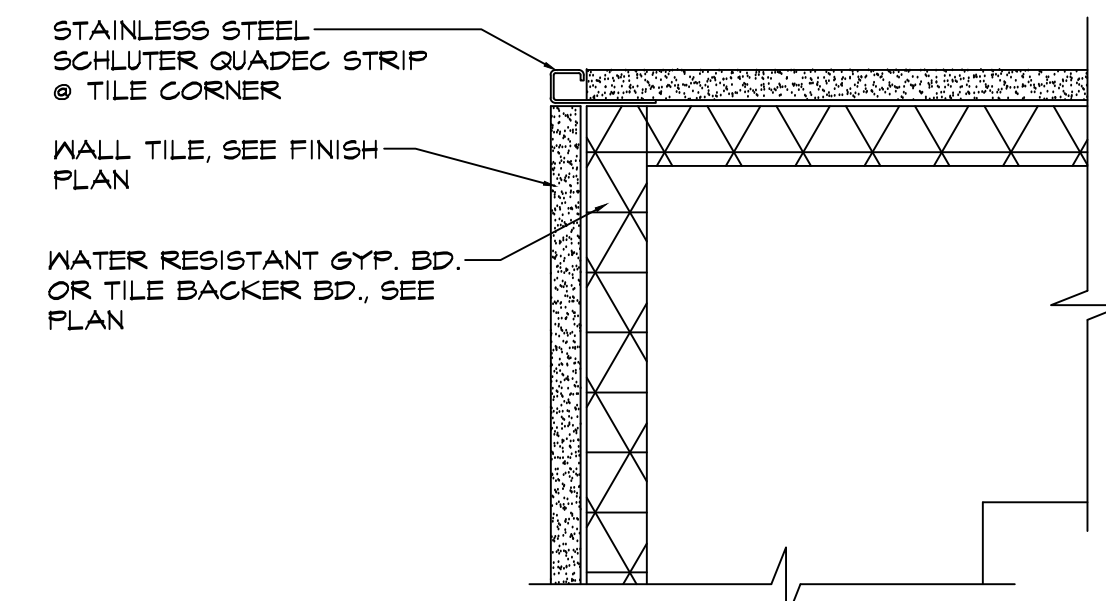
5 TYPICAL SINK COUNTER SECTION
SCALE: 1-1/2" = 1'-0"



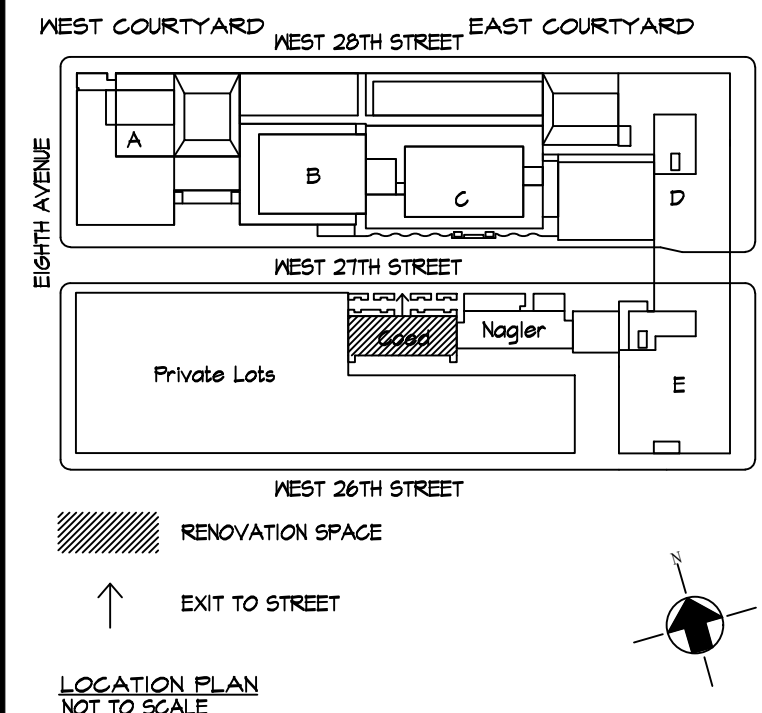
4 TYPICAL SINK COUNTER SECTION
SCALE: 1-1/2" = 1'-0"



6 TYPICAL SINK COUNTER SECTION
SCALE: 1-1/2" = 1'-0"



7 TYPICAL TILE CORNER DETAIL
SCALE: 6" = 1'-0"



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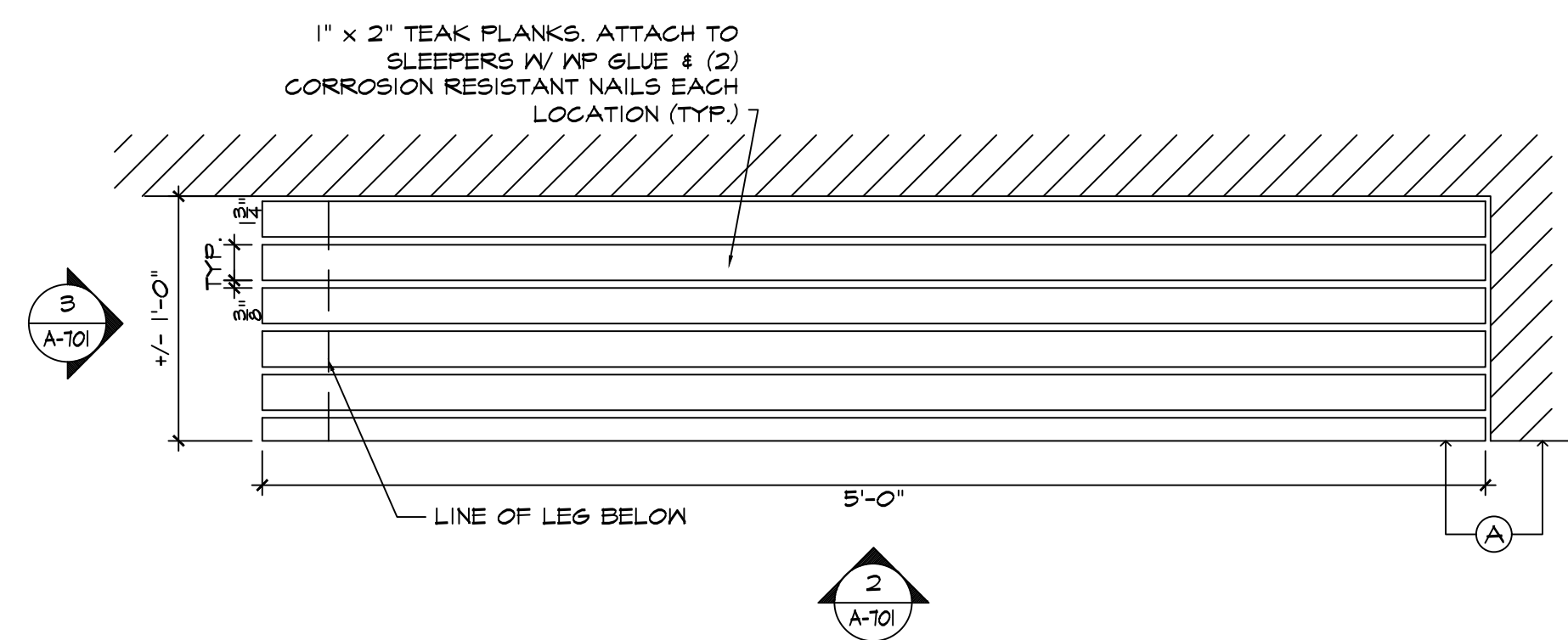
Fashion Institute of Technology
Student Housing Corporation
230 WEST 27TH STREET
NEW YORK, NY 10001

David Smotrich & Partners LLP
Architects/Planners
443 Park Avenue South
New York, NY 10016
212 889 4045 Fax 212 889 3672

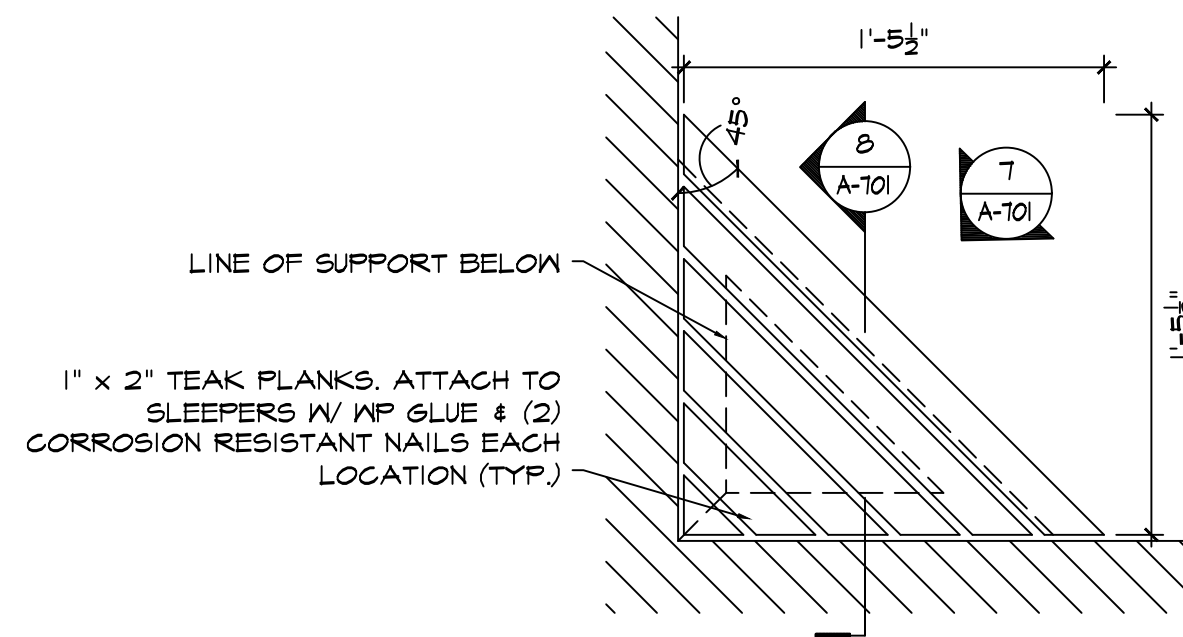
PROJECT:
CO-ED RESIDENCE HALL BATHROOM
RENOVATIONS - 9TH-10TH FLOORS
230 WEST 27TH ST
NEW YORK NY 10001

DRAWING TITLE:
INTERIOR DETAILS

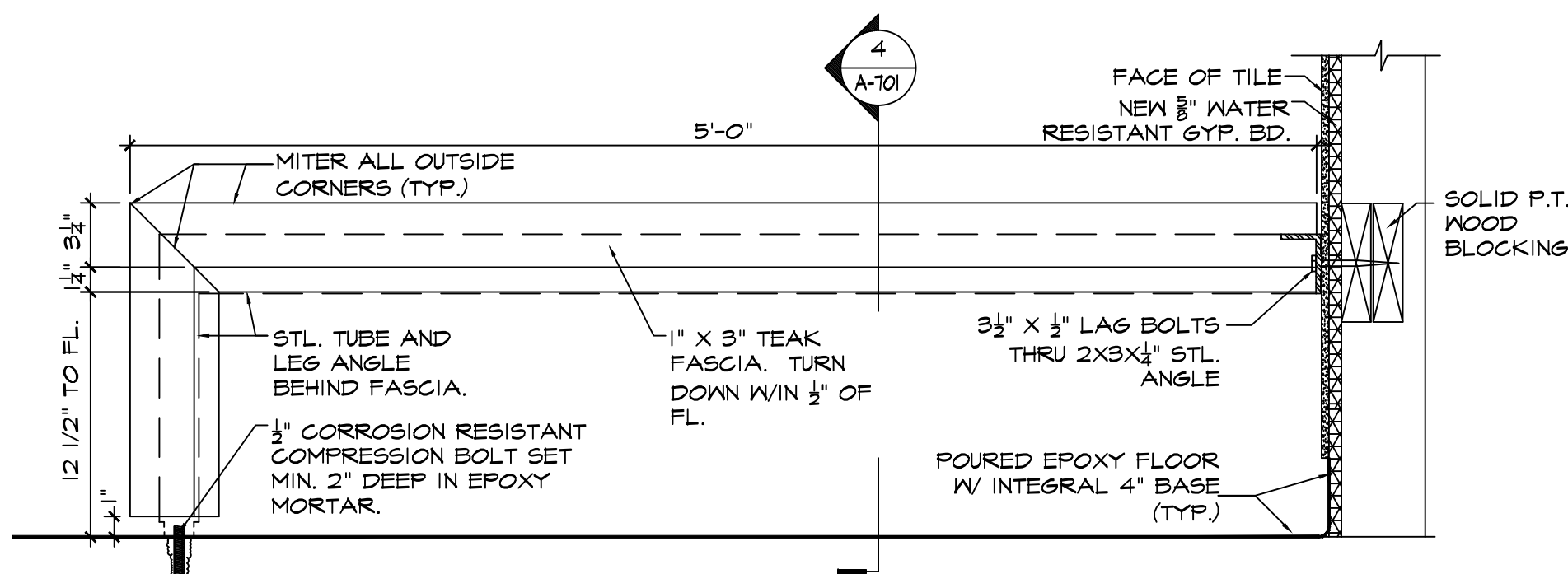
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	PROJECT No: 13284.110
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	DWG No:
	A-700.00
	SCALE AS NOTED 12 of 16



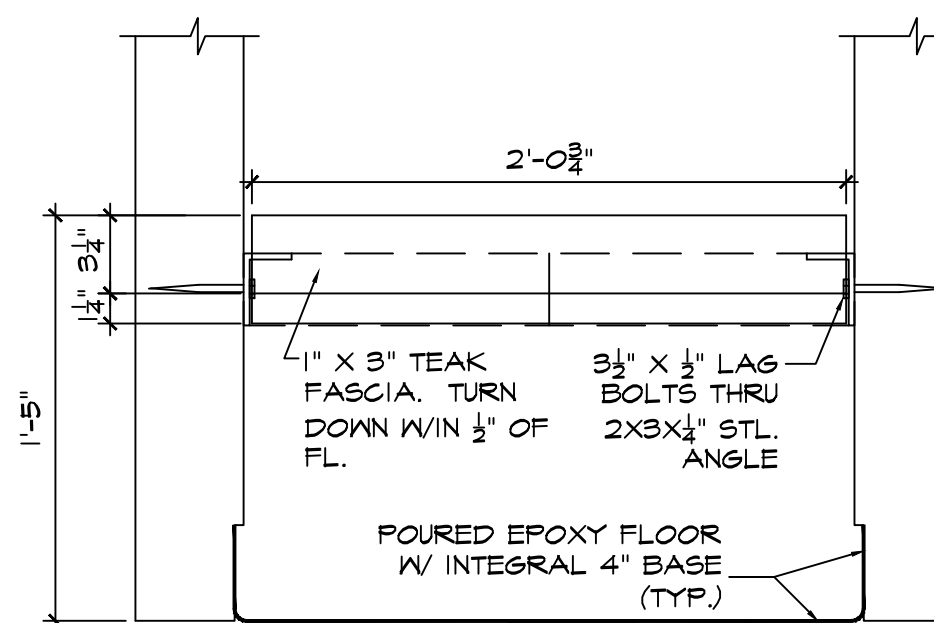
1 BATHROOM BENCH W/ LEG PLAN
A-101 SCALE: 1-1/2" = 1'-0"



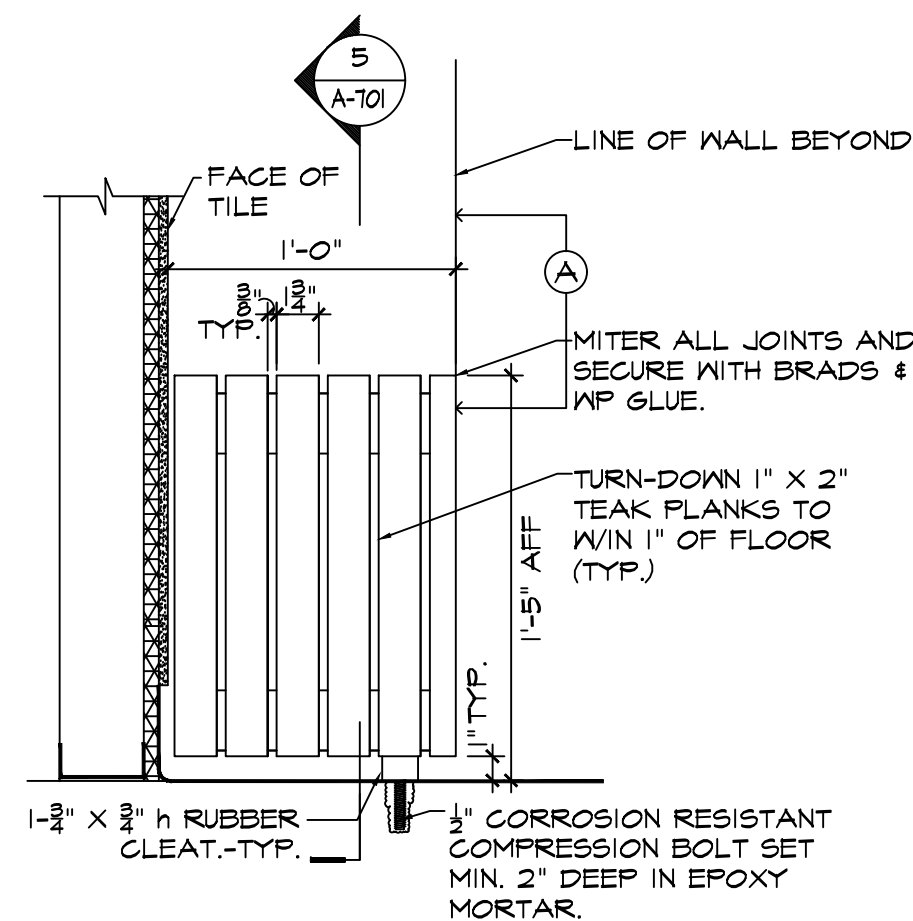
6 CORNER BENCH PLAN
A-101 SCALE: 1-1/2" = 1'-0"



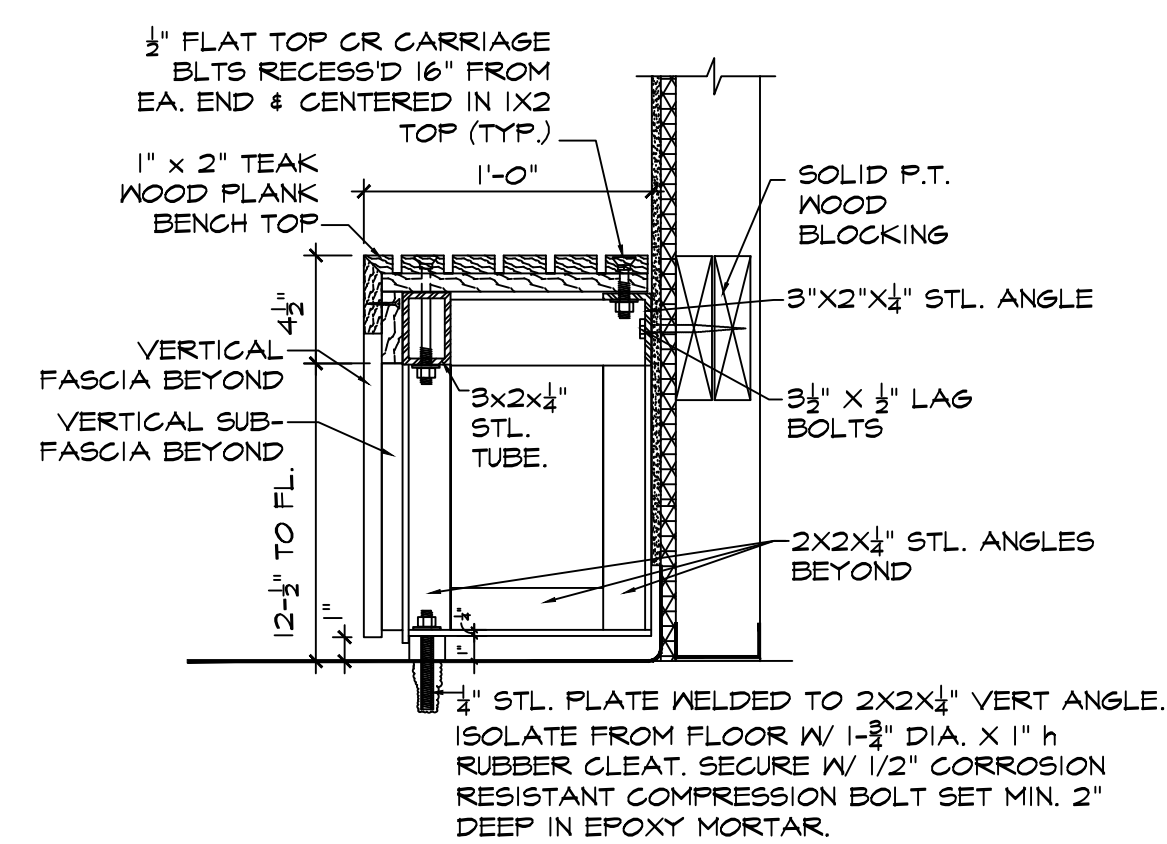
2 BATHROOM BENCH W/ LEG ELEVATION
A-101 SCALE: 1-1/2" = 1'-0"



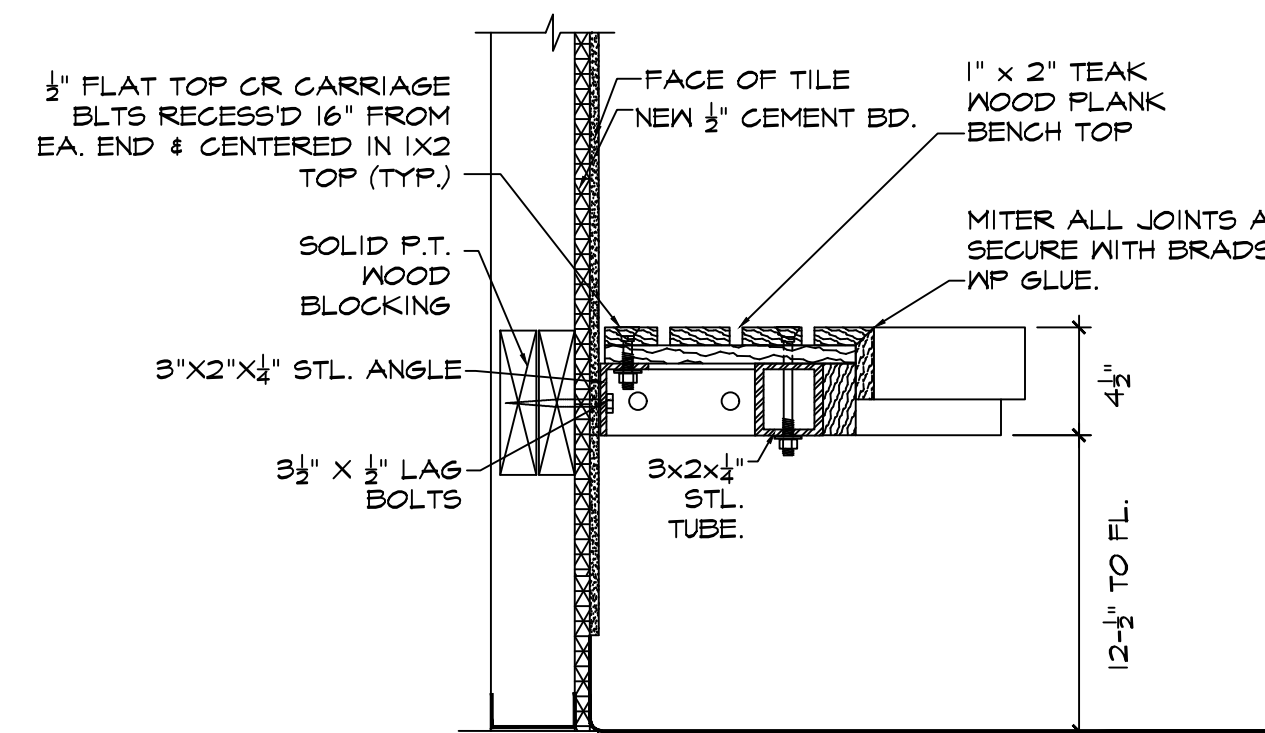
7 CORNER BENCH ELEVATION
A-101 SCALE: 1-1/2" = 1'-0"



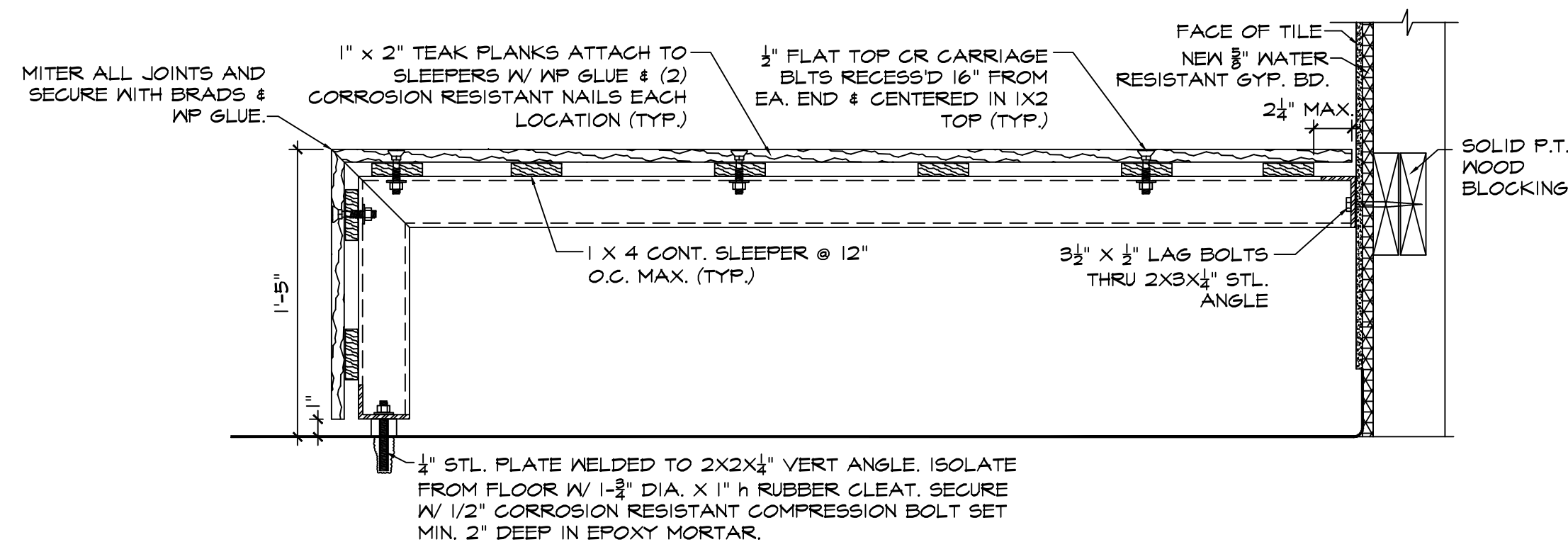
3 BATHROOM BENCH W/ LEG ELEVATION
A-101 SCALE: 1-1/2" = 1'-0"



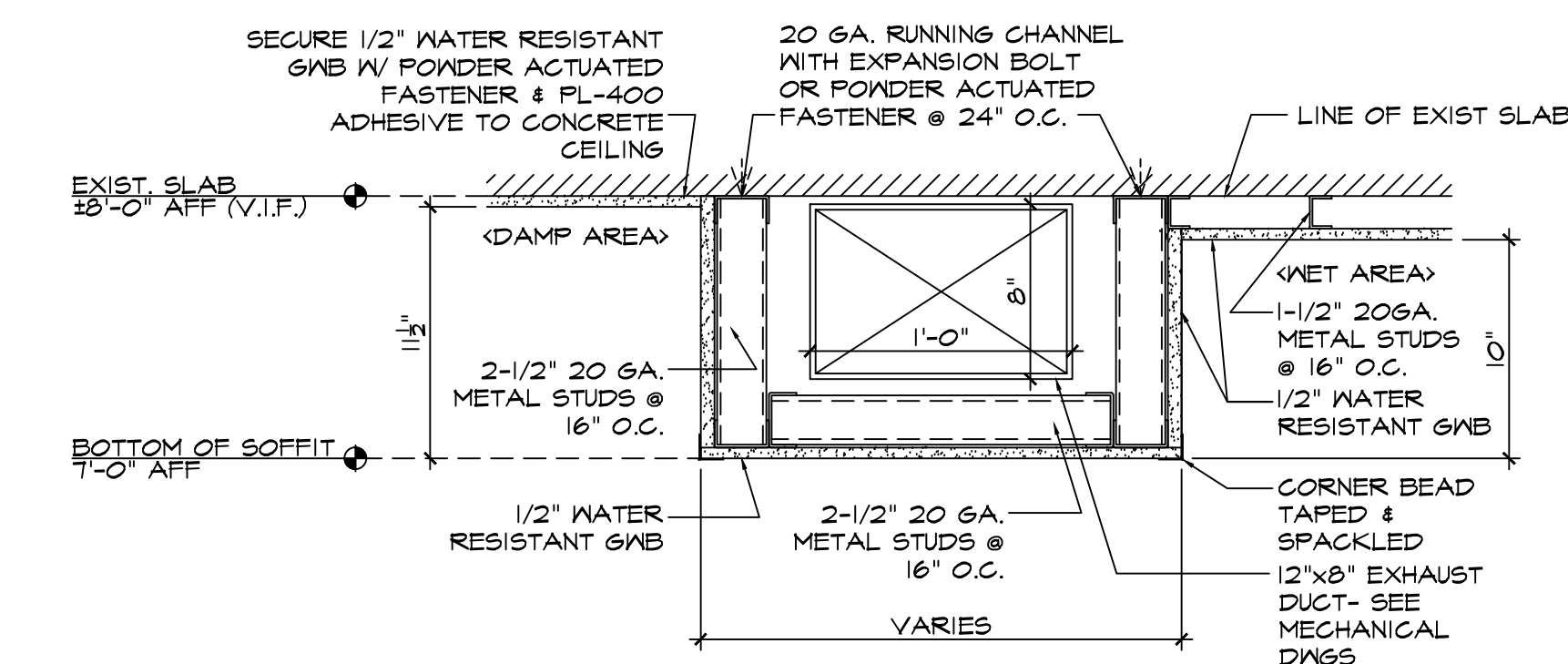
4 BATHROOM BENCH W/ LEG SECTION
A-101 SCALE: 1-1/2" = 1'-0"



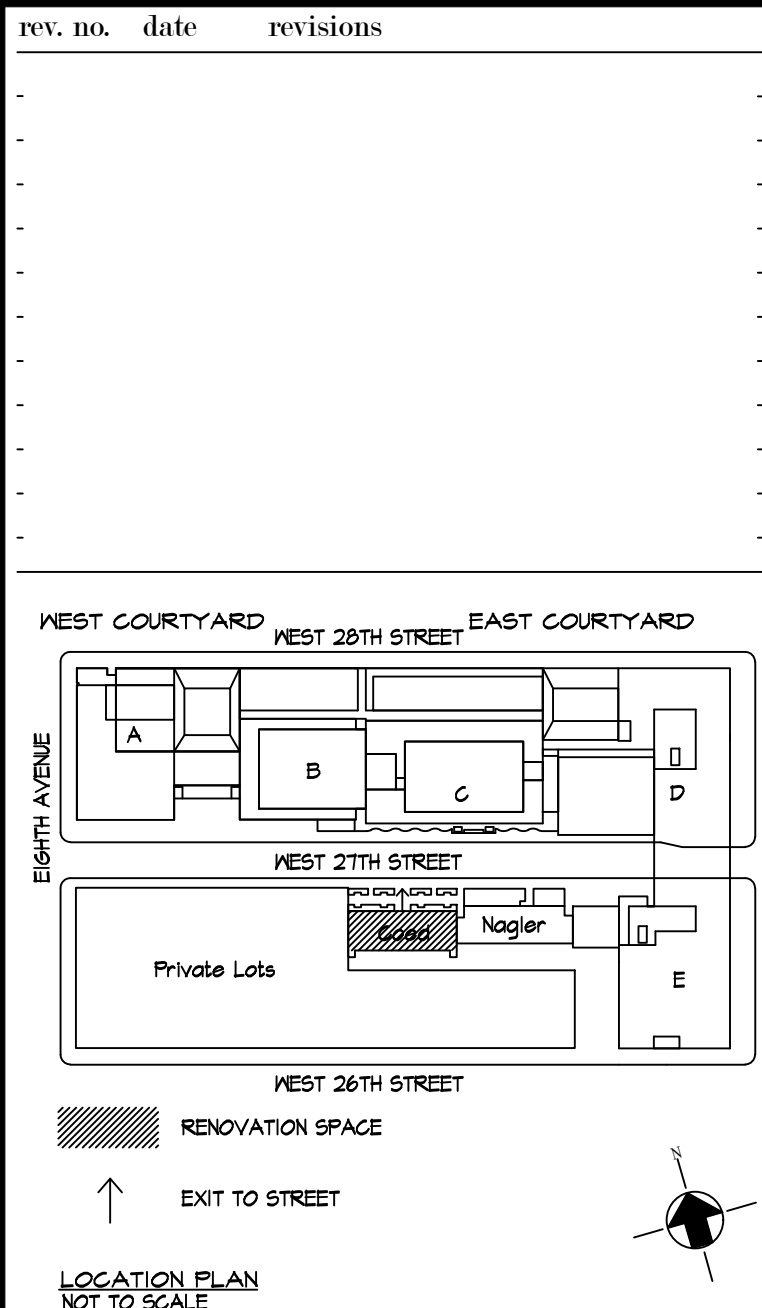
8 CORNER BENCH SECTION
A-101 SCALE: 1-1/2" = 1'-0"



5 BATHROOM BENCH W/ LEG SECTION
A-101 SCALE: 1-1/2" = 1'-0"



9 TYPICAL SOFFIT DETAIL
A-101 SCALE: 1-1/2" = 1'-0"



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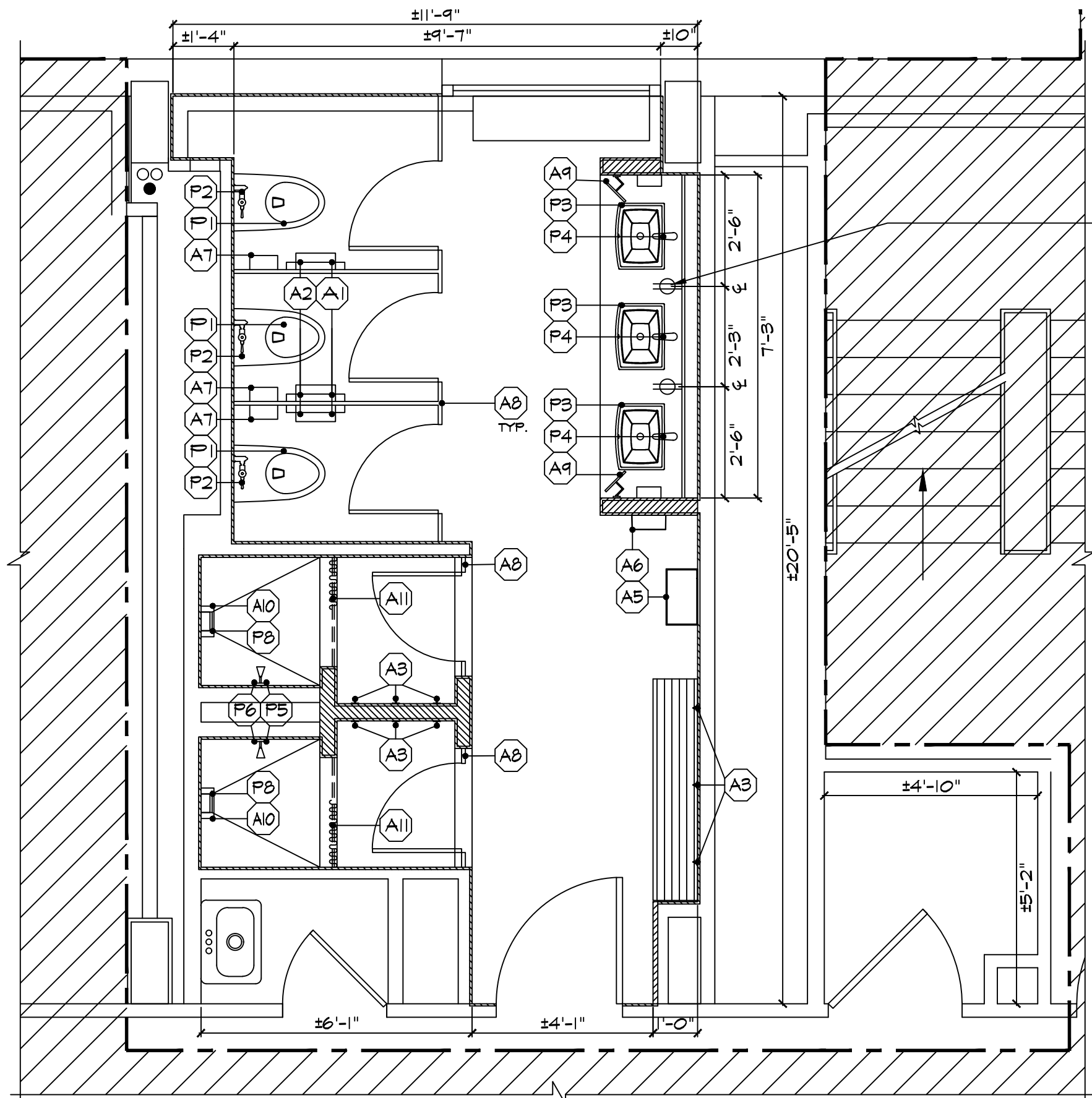
443 Park Avenue South
New York, NY 10016

212 889 4045 Fax 212 889 3672

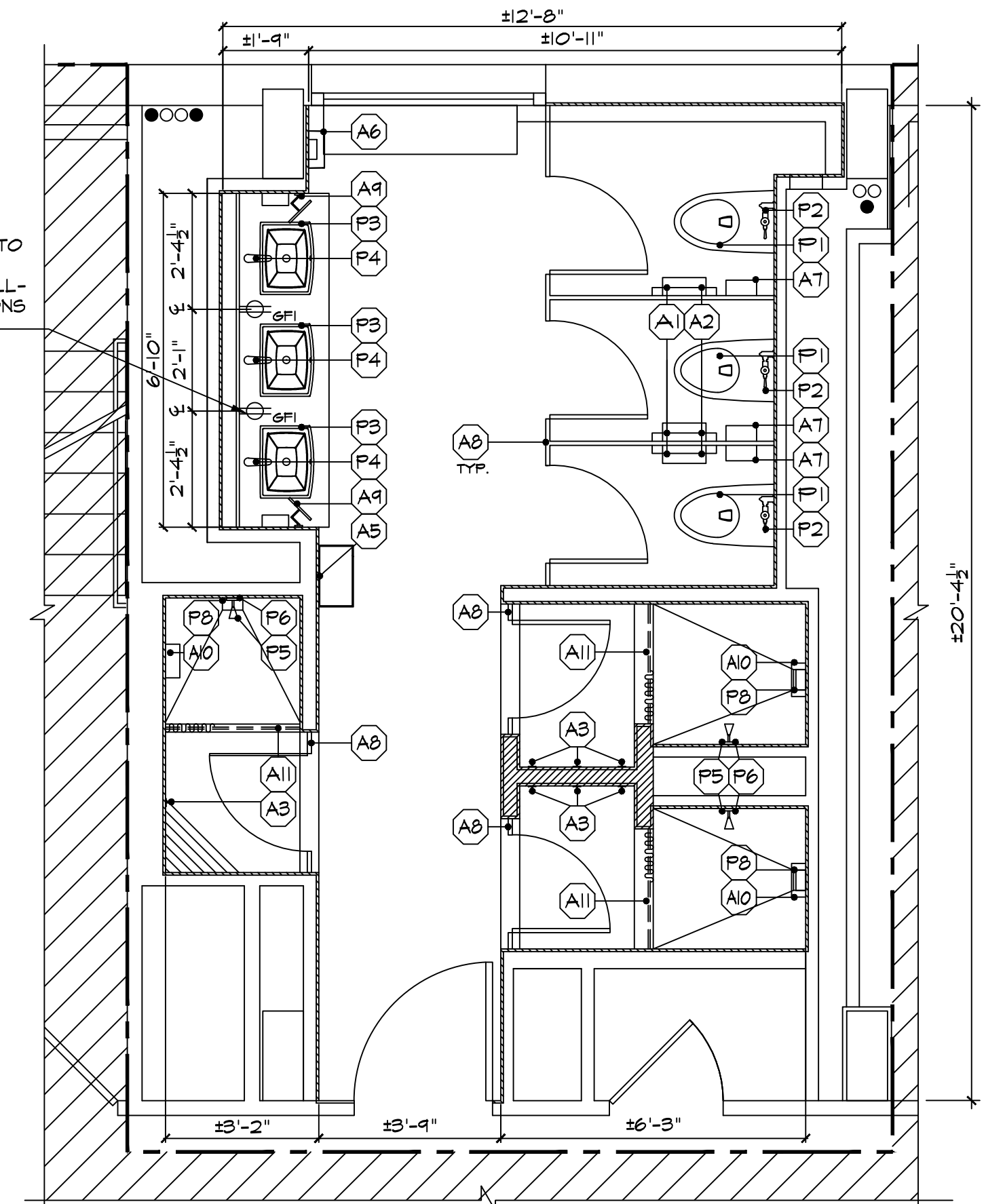
PROJECT:
CO-ED RESIDENCE HALL BATHROOM
RENOVATIONS - 9TH-10TH FLOORS
230 WEST 27TH ST
NEW YORK NY 10001

DRAWING TITLE:
INTERIOR DETAILS

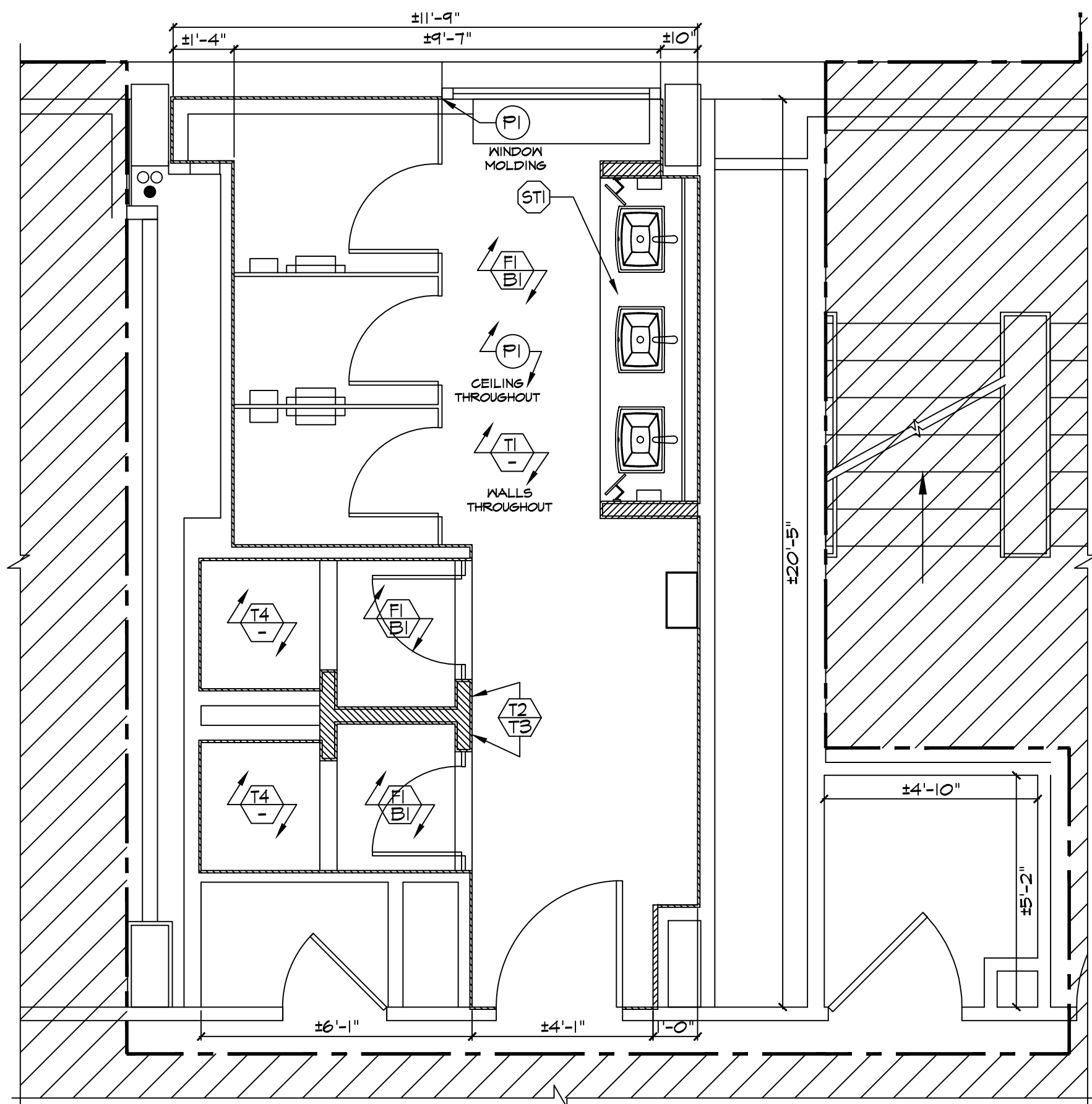
SEAL & SIGNATURE:	DATE: 03.15.2022
	PROJECT No: 13284.110
	DRAWING BY: AP&TM&LX
	CHK BY: GS
	DWG No:
	A-701.00
	SCALE AS NOTED 13 of 16



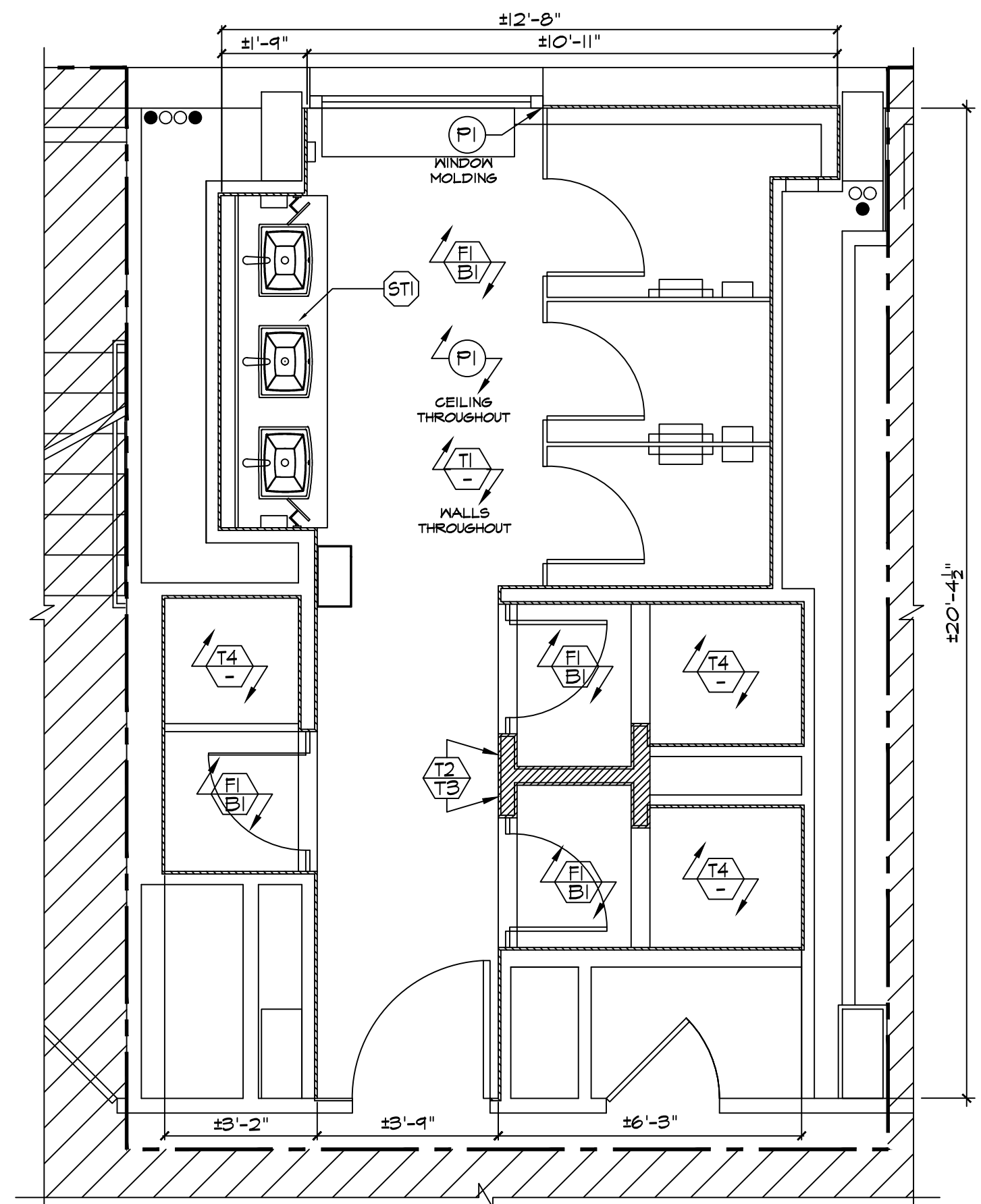
1 9TH FLOOR WEST FIXTURE PLAN
A-800 SCALE: 3/8" = 1'-0"



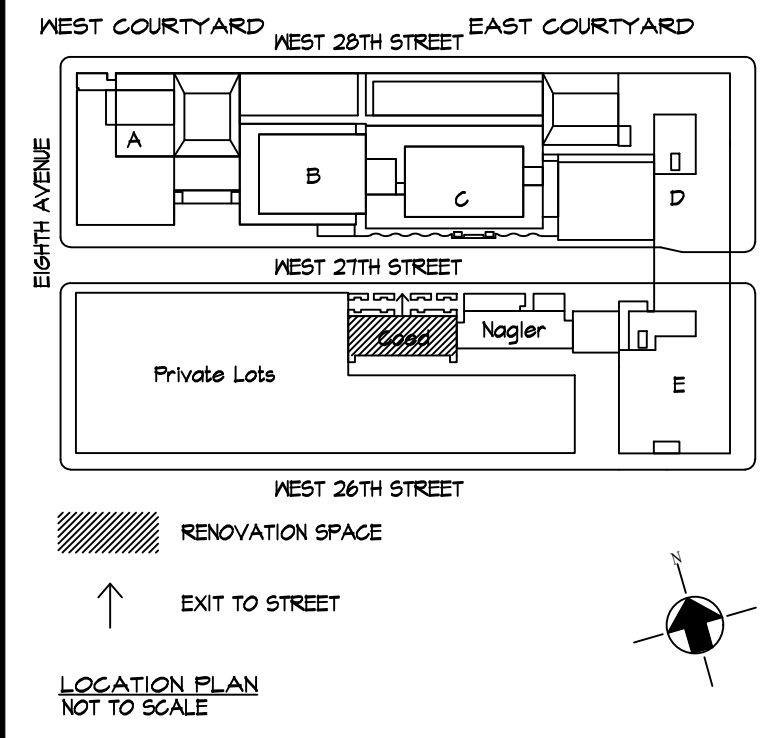
2 9TH FLOOR EAST FIXTURE PLAN
A-800 SCALE: 3/8" = 1'-0"



3 9TH FLOOR WEST FINISH PLAN
A-800 SCALE: 3/8" = 1'-0"



4 9TH FLOOR EAST FINISH PLAN
A-800 SCALE: 3/8" = 1'-0"



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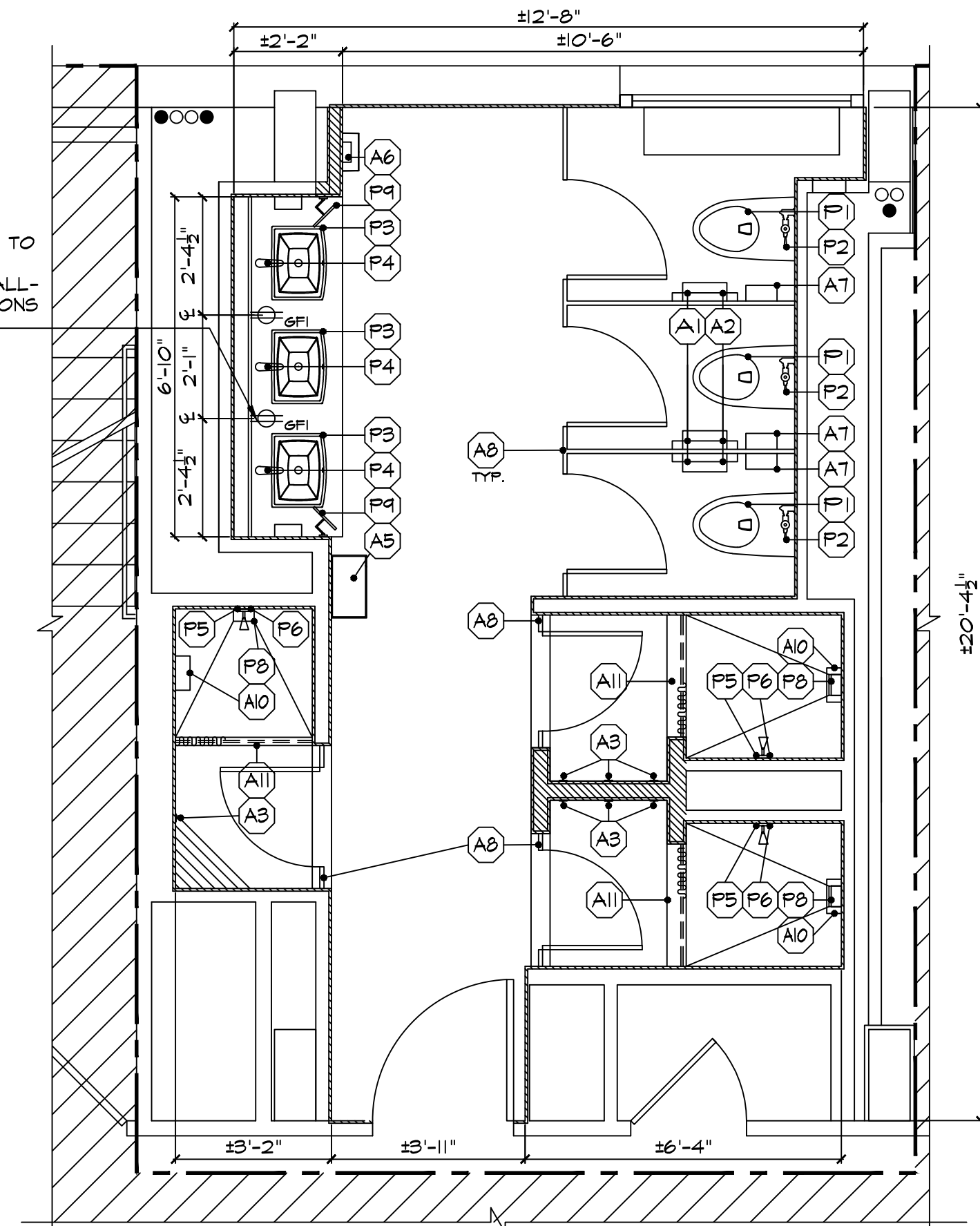
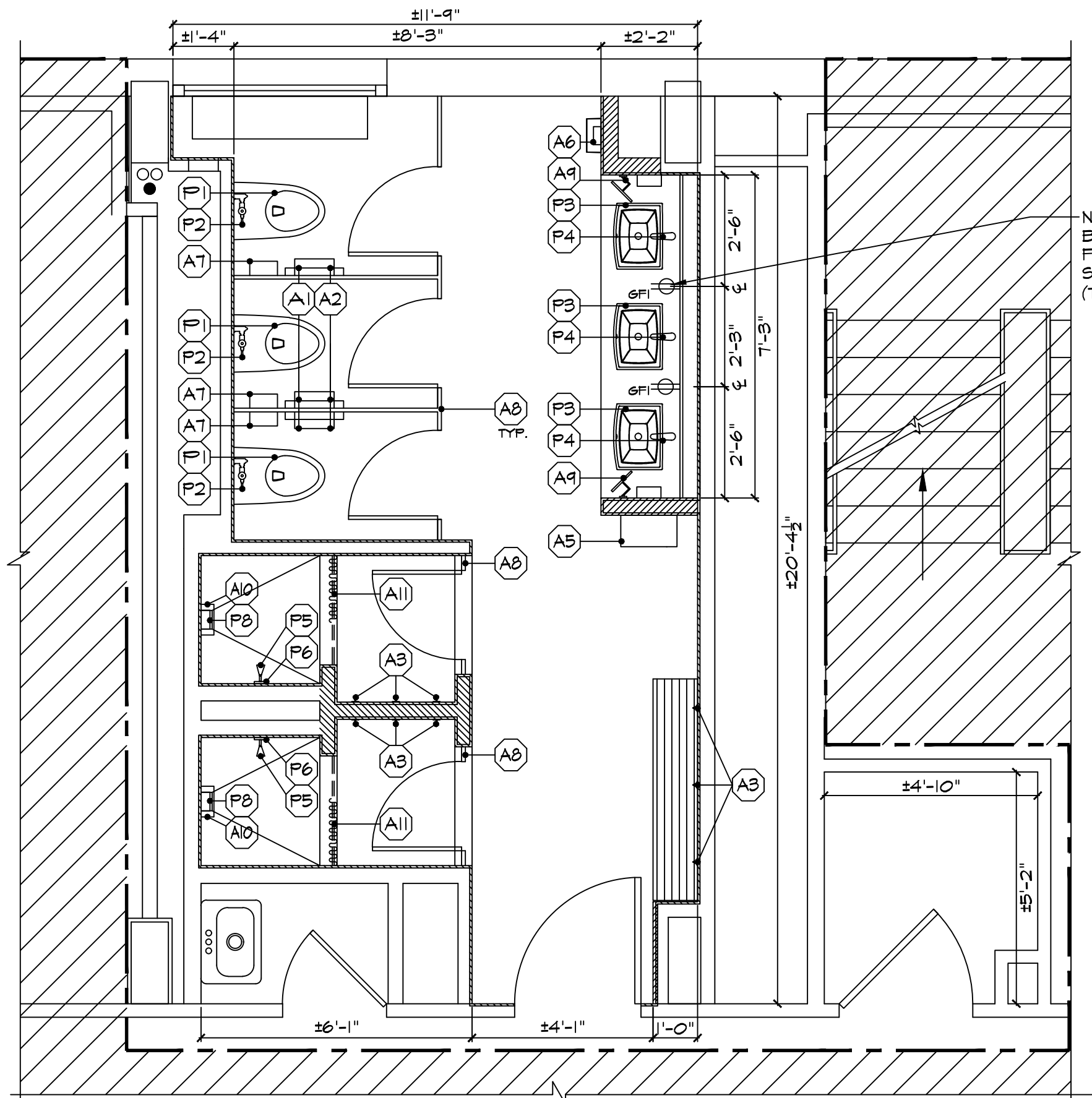
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PROJECT:
CO-ED RESIDENCE HALL BATHROOM
RENOVATIONS - 9TH-10TH FLOORS
230 WEST 27TH ST
NEW YORK NY 10001

DRAWING TITLE:
FINISH PLANS & FIXTURE PLANS
9TH FLOOR

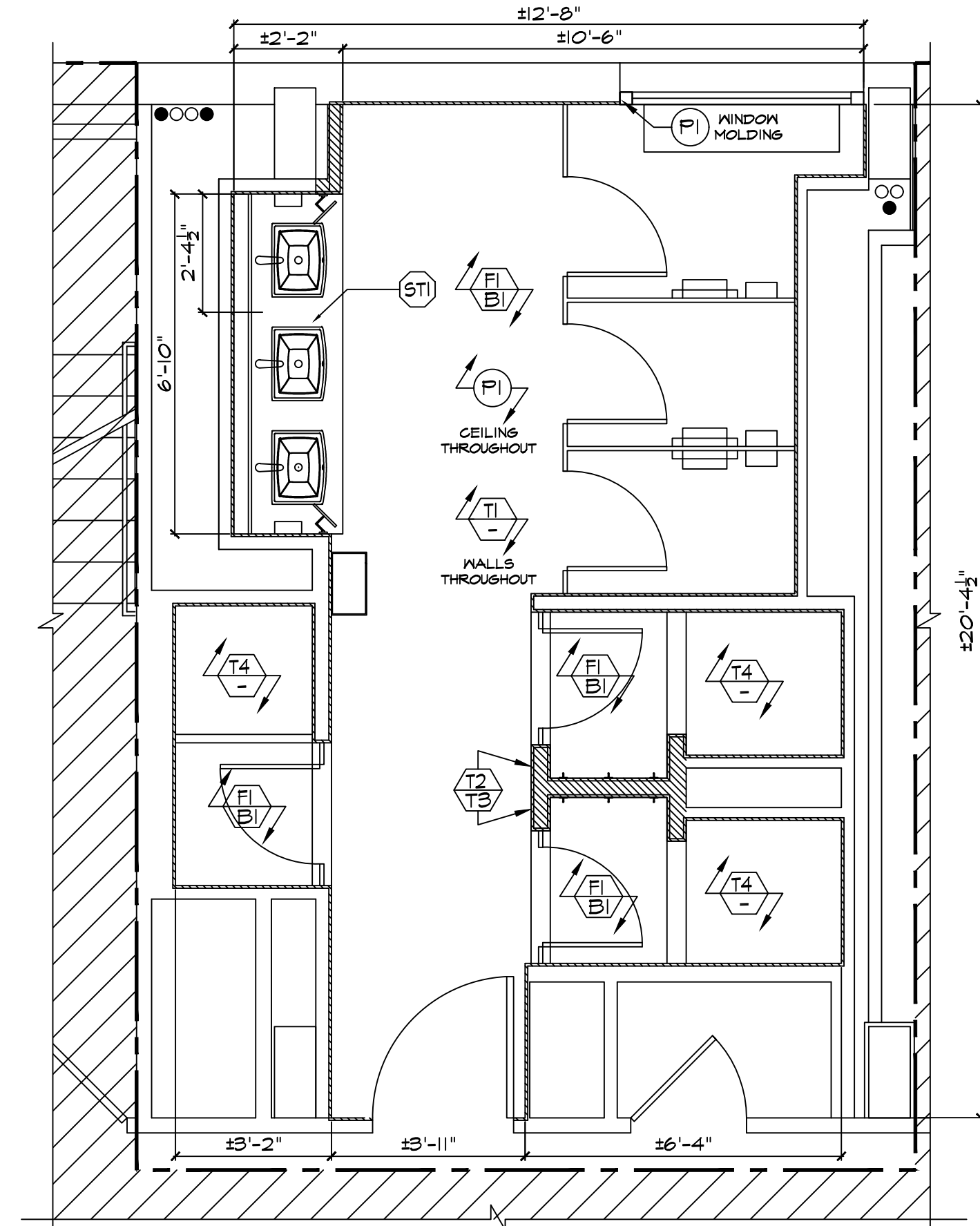
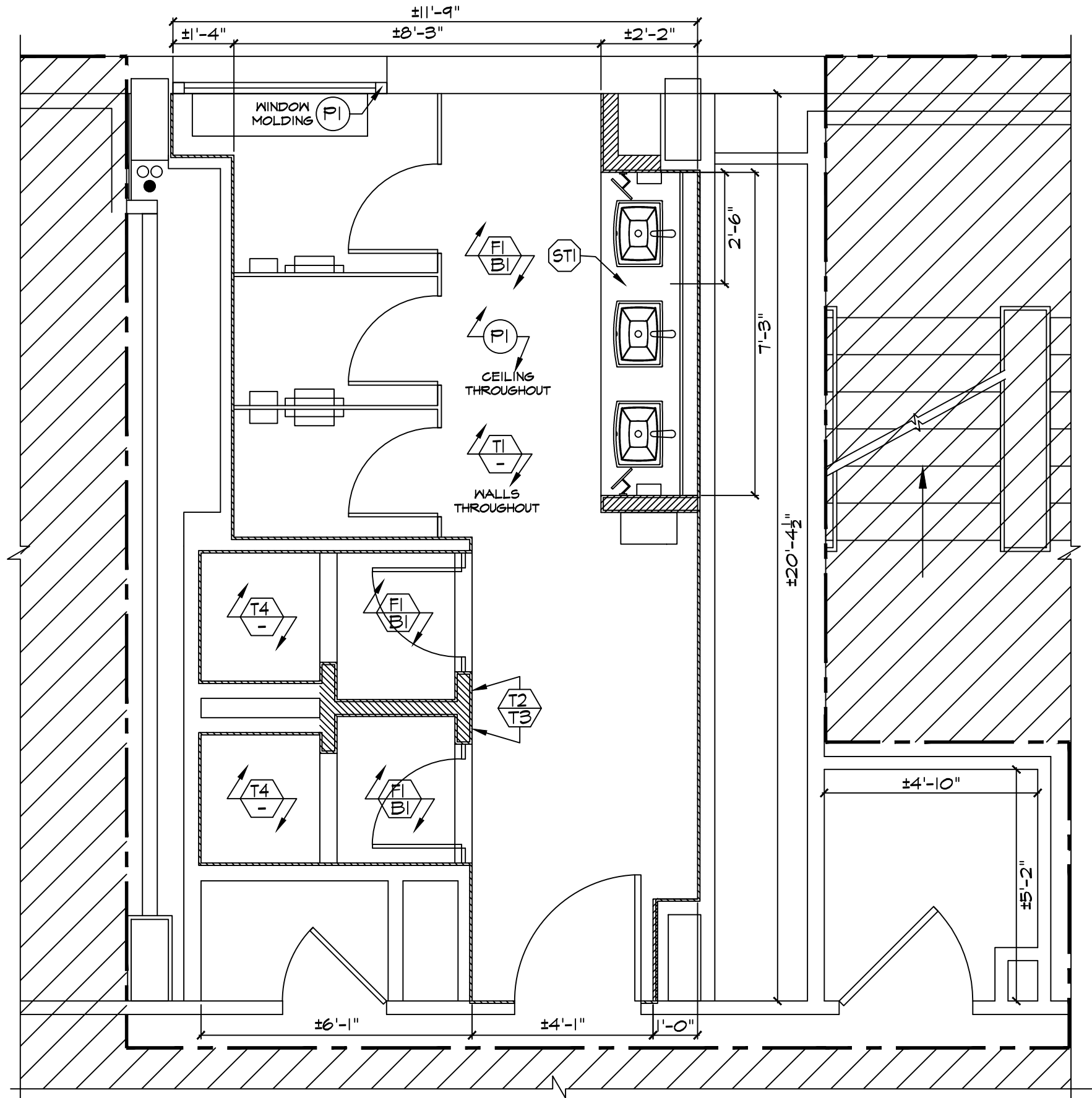
SEAL & SIGNATURE: DATE: 03.15.2022
PROJECT No: 13284.110
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DWG No:
A-800.00
SCALE AS NOTED 14 of 16



NEW GFI OUTLETS TO BE LOCATED ON FACE OF LOW WALL-SEE INT. ELEVATIONS (TYP.)

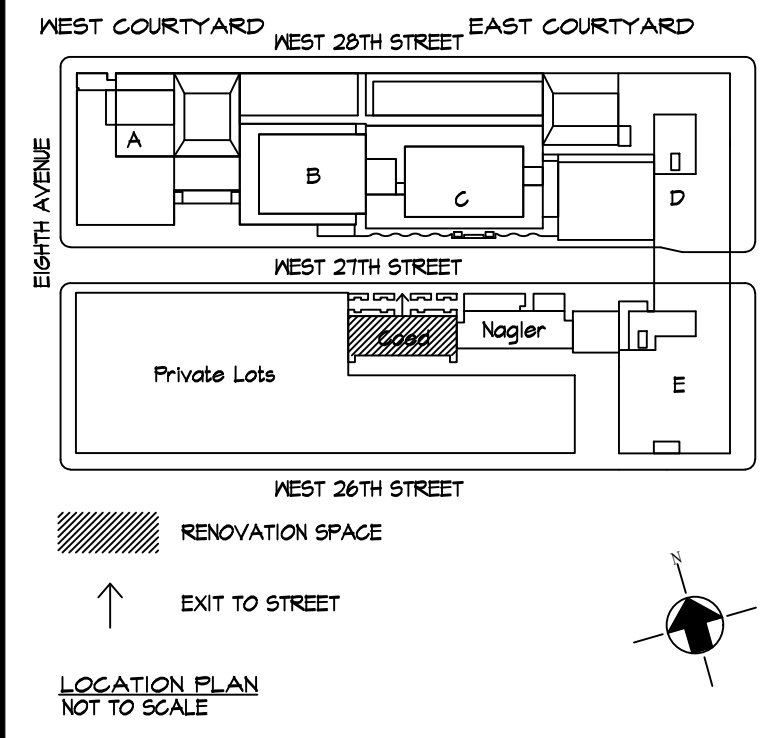
1 10TH FLOOR WEST FIXTURE PLAN
A-801 SCALE: 3/8" = 1'-0"

2 10TH FLOOR EAST FIXTURE PLAN
A-801 SCALE: 3/8" = 1'-0"



3 10TH FLOOR WEST FINISH PLAN
A-801 SCALE: 3/8" = 1'-0"

4 10TH FLOOR EAST FINISH PLAN
A-801 SCALE: 3/8" = 1'-0"



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PROJECT:
CO-ED RESIDENCE HALL BATHROOM
RENOVATIONS - 9TH-10TH FLOORS
230 WEST 27TH ST
NEW YORK NY 10001

DRAWING TITLE:
FINISH PLANS & FIXTURE PLANS
10TH FLOOR

SEAL & SIGNATURE:	DATE: 03.15.2022
	PROJECT No: 13284.110
	DRAWING BY: AP&TM&LX
	CHK BY: CS
	DWG No:
	A-801.00
	SCALE AS NOTED 15 of 16

Finish Schedule

RM. NO.	SPACE DESCRIPTION	FLOOR		WALLS		CEILING		REMARKS	
		MATERIAL	BASE	MATERIAL	FIN	MATERIAL	FIN		
4TH FLOOR EAST	GENDER INCLUSIVE BATHROOM	FI, T4	BI	CEMENT BOARD, WATER RESIST. GYP.	T1,T2,T3	EXPOSED	P-1	8'-0"	SEE FINISH PLAN & ELEVATIONS FOR COMPLETE INFORMATION
4TH FLOOR WEST	GENDER INCLUSIVE BATHROOM	FI, T4	BI	CEMENT BOARD, WATER RESIST. GYP.	T1,T2,T3	EXPOSED	P-1	8'-0"	SEE FINISH PLAN & ELEVATIONS FOR COMPLETE INFORMATION
10TH FLOOR EAST	GENDER INCLUSIVE BATHROOM	FI, T4	BI	CEMENT BOARD, WATER RESIST. GYP.	T1,T2,T3	EXPOSED	P-1	8'-0"	SEE FINISH PLAN & ELEVATIONS FOR COMPLETE INFORMATION
10TH FLOOR WEST	GENDER INCLUSIVE BATHROOM	FI, T4	BI	CEMENT BOARD, WATER RESIST. GYP.	T1,T2,T3	EXPOSED	P-1	8'-0"	SEE FINISH PLAN & ELEVATIONS FOR COMPLETE INFORMATION

Finish Legend

PAINT	TILE
(PI) MFR: BENJAMIN MOORE NO. CC-20 COLOR: DECORATORS WHITE FINISH: SEMI-GLOSS	(T1) MFR: DALTILE COLLECTION: VOLUME 1.0 COLOR: DEGREES SILVER VLT NOTES: MAIN WALL TILE SIZE: 12"x12"
(FI) MFR: DEK-O-TEX COLLECTION: DECORFLOR BROADCAST COLOR: DFB-B-06 NOTES: USE FOR FI & BI THROUGHOUT	(T2) MFR: DALTILE COLLECTION: COLOR WAVE GLASS COLOR: NINE IRON GW9 NOTES: WALL ACCENT TILE SIZE: 1"x6" MOSAIC
(BI) MFR: DALTILE COLLECTION: COLOR WAVE GLASS COLOR: SMOKED PEARL GW17 NOTES: WALL ACCENT TILE SIZE: 1"x6" MOSAIC	(T3) MFR: DALTILE COLLECTION: COLOR WAVE GLASS COLOR: SMOKED PEARL GW17 NOTES: SHOWER FLOOR TILE PROVIDE BUILD UP PLACE AS INDICATED IN DRAWINGS SIZE: 2"x2" MOSAIC
(ST1) MFR: CORIAN DESIGN COLLECTION: SOLID SURFACE COLOR: GRAY ONYX	(T4) MFR: DALTILE COLLECTION: KEYSTONES MOSAIC COLOR: SWEEP GRAY D182 NOTES: SHOWER FLOOR TILE PROVIDE BUILD UP PLACE AS INDICATED IN DRAWINGS SIZE: 2"x2" MOSAIC

ACCESSORIES SCHEDULE

ITEM NO.	QTY.	MANUFACTURER	MODEL NO.
(A1)	12	TOILET PAPER DISPENSER-BOBRICK	B-2890
(A2)	12	SEAT COVER DISPENSER-BOBRICK	B-221
(A3)	32	ROBE HOOK-KOHLER	K-31055
(A4)	4	WASTE RECEPTACLE-BOBRICK	B-211
(A5)	4	HAND DRYER-DYSON	AIRBLADE V HJ02
(A6)	12	SANITARY NAPKIN DISPOSAL-BOBRICK	B-210
(A7)	-	TOILET PARTITION-SCRANTON PRODUCTS-ARIA TRADITIONAL STYLE	STAINLESS HDPE
(A8)	8	HINGED WALL MIRROR-KIMBALL & YOUNG	24043
(A9)	10	SOAP DISH-A&J WASHROOM ACCESSORIES	UX119
(A10)	10	SHOWER ROD-BRADLEY	9539

- NOTES:
 1. SUPPLY & INSTALL ACCESSORIES AS LISTED ABOVE OR APPROVED EQUAL.
 2. WHERE ACCESSORIES ARE INSTALLED ON GYP BOARD WALLS PROVIDE ADDITIONAL PLATE BETWEEN STUDS FOR ATTACHMENT.
 3. SEE PLUMBING DRAWINGS FOR ADDITIONAL INFORMATION.

LIGHTING FIXTURE SCHEDULE

TYPE	FIXTURE DESCRIPTION	MANUFACTURER	LIGHT FIXTURE QUANT.	TOTAL WATTS/FIXTURE	LAMP TYPE	TOTAL WATTS	VOLTAGE	CONTROL	MTG HEIGHT	COMMENTS
A1	CORONET SUSPENDED LSI LED FIXTURE, 3500K, 90CRI / 8FT	CORONET LSI LED-8-35-LT61-UNV-DB-W-AC-SD	8	58	LED 3500K	464	UNV	0-10V DIM	VARIES, SEE PLAN	DAMP LOCATION LISTED
A2	MODERN FORMS MINIYOUSE VANITY/SCONCE LED FIXTURE, 1318 LED LUMENS / 18"	MS-21118 BN	12	16	LED 3000K	192	UNV	0-10V DIM	VARIES, SEE PLAN	DAMP LOCATION LISTED
A3	BEVELED BLOCK SURFACE-BLSD5 SQUARE DOWNLIGHT, 3500K, 90CRI / 5"x5"	BEVELED BLSD5-12C3-35KH-90-5-WH-SJ-UNV	10	12	LED 3500K	120	UNV	0-10V DIM	VARIES, SEE PLAN	WET LOCATION LISTED
A4	CORONET SURFACE MOUNT HP LED, 3500K, 90CRI, 2FT	CORONET HP LED-2-35-LT61-UNV-DB-W-SM/MM	12	14.5	LED 3500K	174	UNV	0-10V DIM	VARIES, SEE PLAN	DAMP LOCATION LISTED
A5	CORONET SURFACE MOUNT HP LED, 3500K, 90CRI, 4FT	CORONET HP LED-4-35-LT61-UNV-DB-W-SM/MM	4	24	LED 3500K	116	UNV	0-10V DIM	VARIES, SEE PLAN	DAMP LOCATION LISTED

PLUMBING FIXTURE SCHEDULE

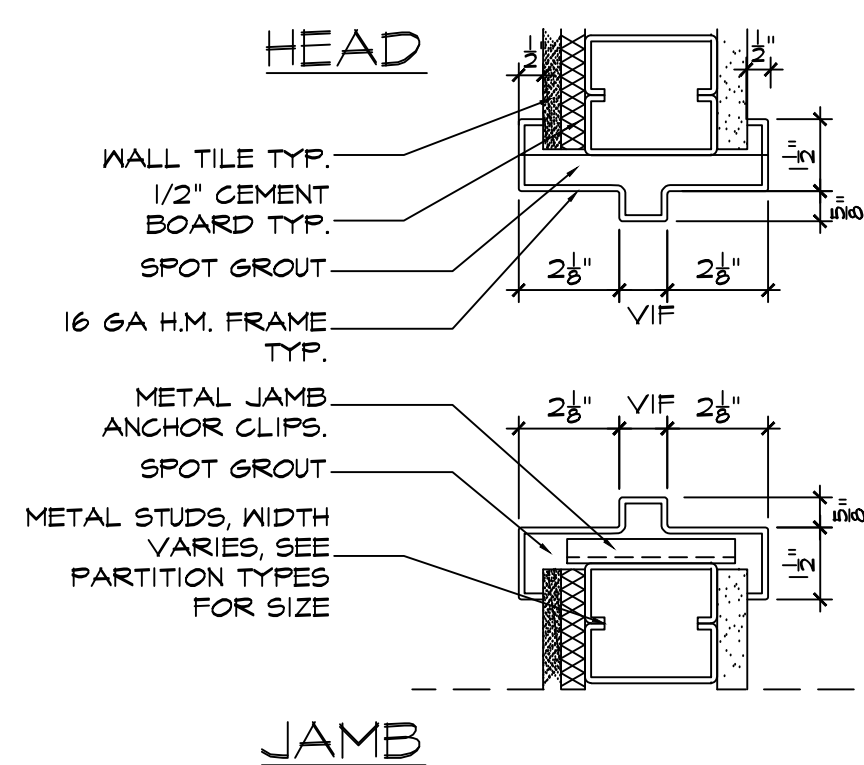
ITEM NO.	DESCRIPTION	QTY.	MANUFACTURER	MODEL NO.
(P1)	TOILET	12	SLOAN	WETS-24501320
(P2)	FLUSHOMETER	12	SLOAN	SLOAN III ESS
(P3)	LAVATORY	12	KOHLER	ARCHER K-2955
(P4)	FAUCET	12	AMERICAN STANDARD	SEVA 1480.101
(P5)	SHOWER HEAD/TRIM	10	KOHLER	PURIST K-TS14422-4
(P6)	SHOWER VALVE	10	KOHLER	RITE TEMP K-8304-K
(P7)	ADA PIPE COVER	12	TRUEBRO	LAV GUARD 2 EZ
(P8)	SCUPPER DRAIN	10	ZURN	Z189-90

- NOTES:
 1. ALL PLUMBING FIXTURES W/ AUTOMATIC SENSORS ARE TO BE HARDWIRED.

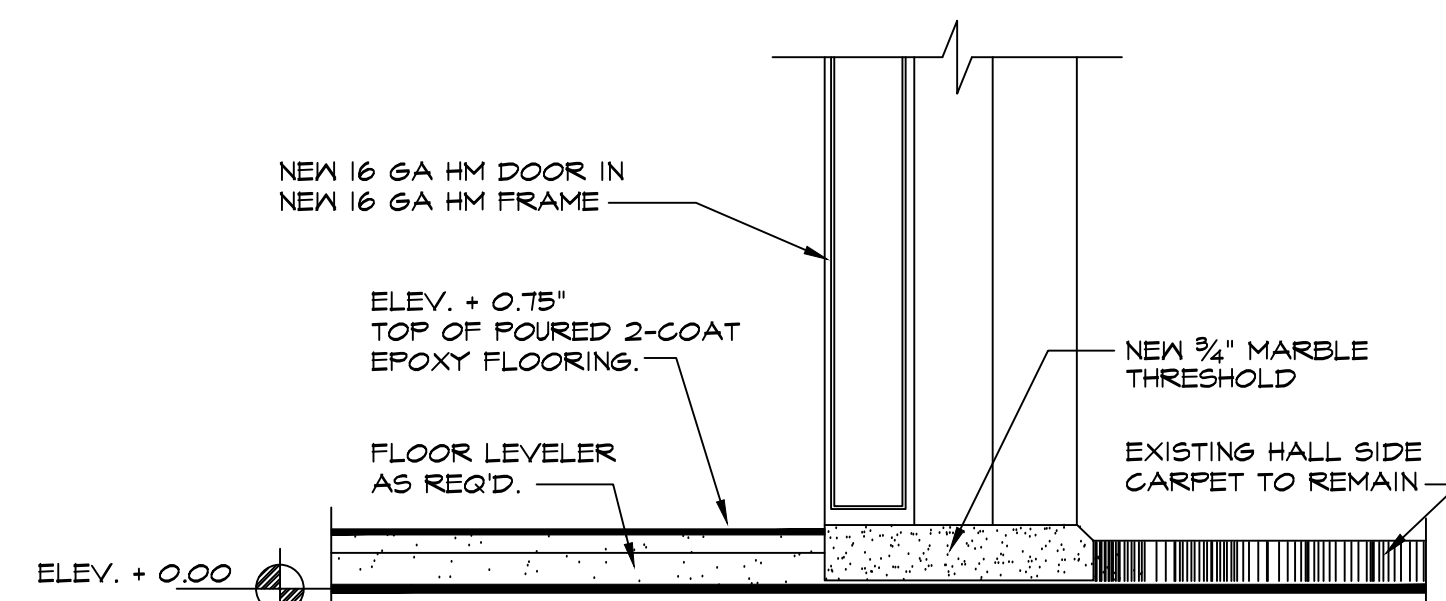
Door Schedule

#	DOOR		DOORS				FRAMES			LABEL	HARDWARE SET	REMARKS		
	FROM	TO	SIZE	THICK	MAT.	TYPE	MAT.	TYPE	JAMB				HEAD	SADDLE
1	CORRIDOR	4TH FLOOR WEST	2'-10"x7'-10"	1 3/4"	H.M. / 166A	I	H.M. / 166A	I	A	A	A	UL 45 MIN	I	MATCH EXISTING DOOR SIZE- VIF- PROVIDE 22"x16" FUSIBLE LINK LOUVER W/ UL 45MIN
2	CORRIDOR	4TH FLOOR EAST	2'-10"x7'-10"	1 3/4"	H.M. / 166A	I	H.M. / 166A	I	A	A	A	UL 45 MIN	I	MATCH EXISTING DOOR SIZE- VIF- PROVIDE 22"x16" FUSIBLE LINK LOUVER W/ UL 45MIN
3	CORRIDOR	10TH FLOOR WEST	2'-10"x6'-8"	1 3/4"	H.M. / 166A	I	H.M. / 166A	I	A	A	A	UL 45 MIN	I	MATCH EXISTING DOOR SIZE- VIF- PROVIDE 22"x16" FUSIBLE LINK LOUVER W/ UL 45MIN
4	CORRIDOR	10TH FLOOR EAST	2'-10"x6'-8"	1 3/4"	H.M. / 166A	I	H.M. / 166A	I	A	A	A	UL 45 MIN	I	MATCH EXISTING DOOR SIZE- VIF- PROVIDE 22"x16" FUSIBLE LINK LOUVER W/ UL 45MIN

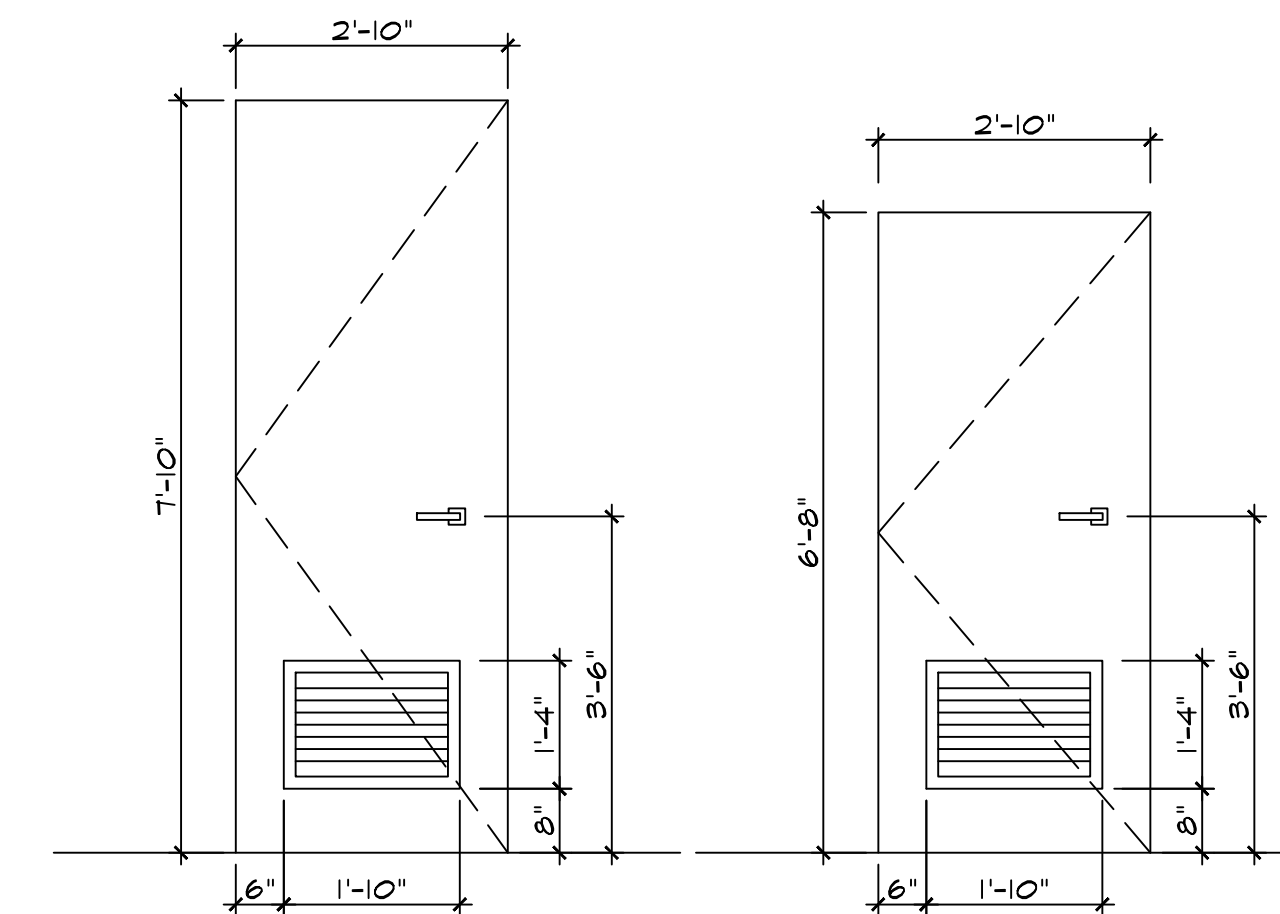
- NOTES:
 1. ALL DIMENSIONS ARE TO MATCH EXISTING DOORS TO BE REMOVED. VERIFY ALL DIMENSIONS IN FIELD PRIOR TO FABRICATION.
 2. HARDWARE SET, SEE SPECIFICATIONS 08 10 00 FOR DETAILS.



1 HEAD AND JAMB TYPE 'A' DETAILS
 A-802 SCALE: 3" = 1'-0"

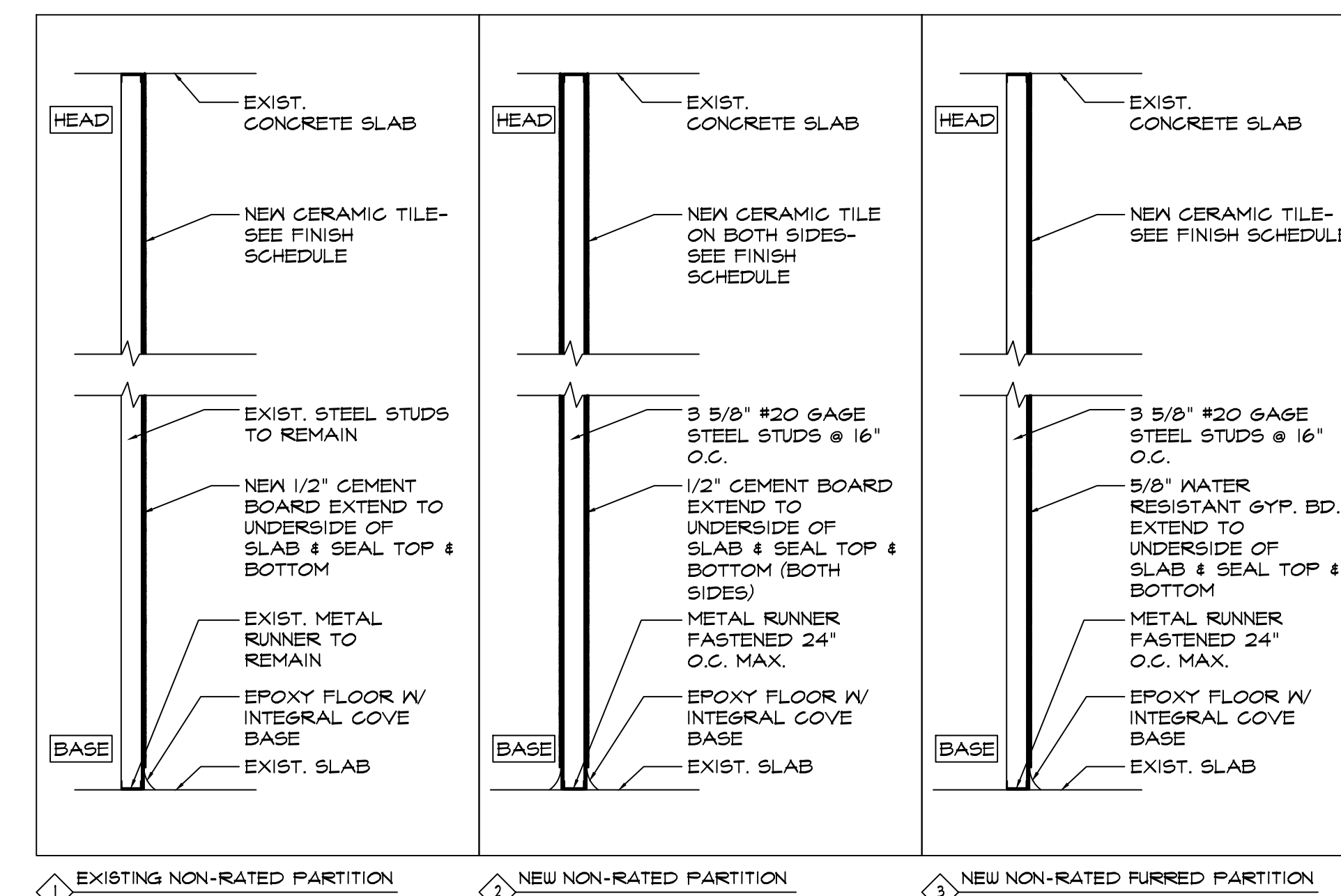


2 SADDLE TYPE 'A' DETAILS
 A-802 SCALE: 3" = 1'-0"

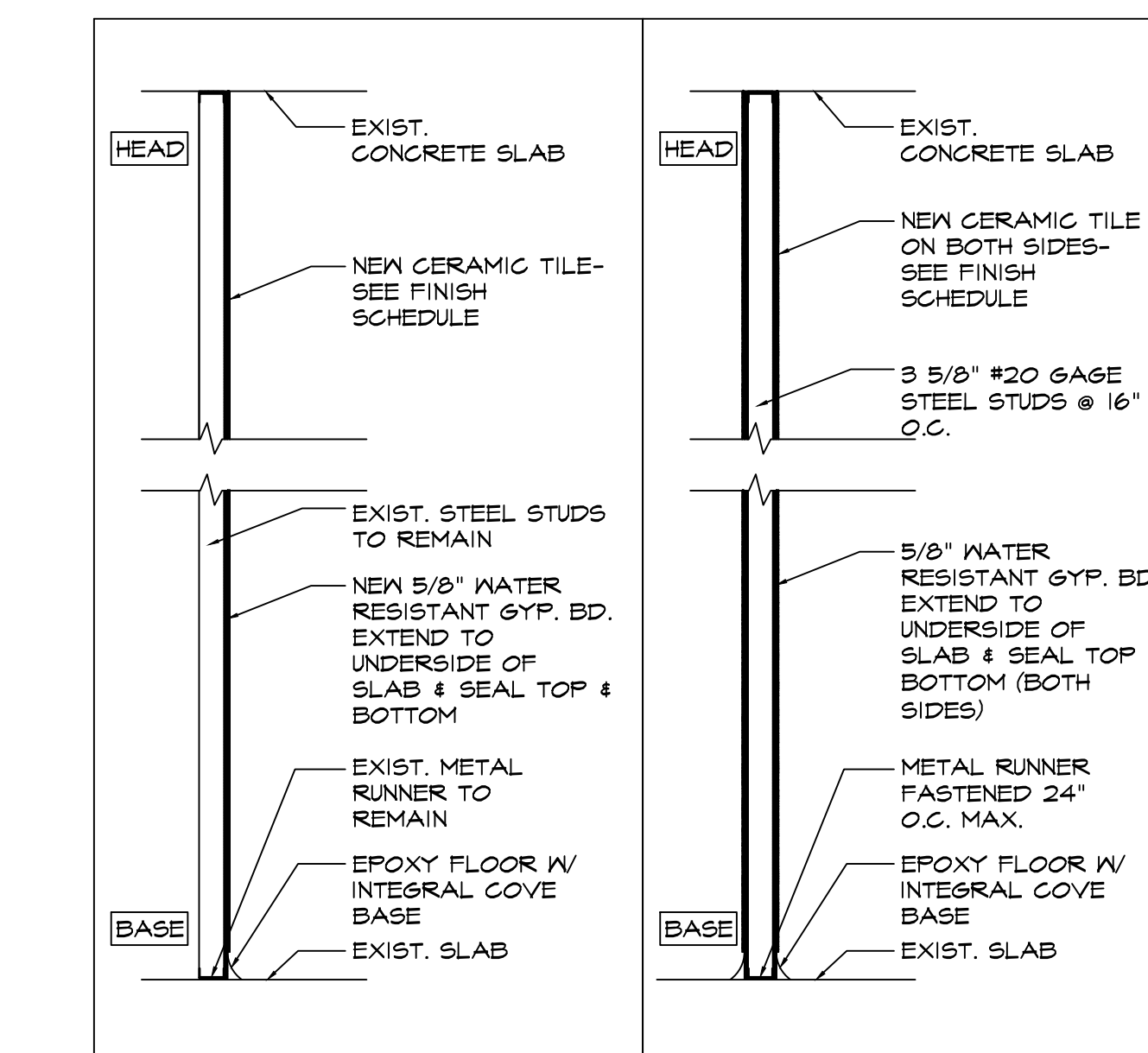


3 DOOR TYPE I ELEVATION
 A-802 SCALE: 1/2" = 1'-0"

4 DOOR TYPE II ELEVATION
 A-802 SCALE: 1/2" = 1'-0"



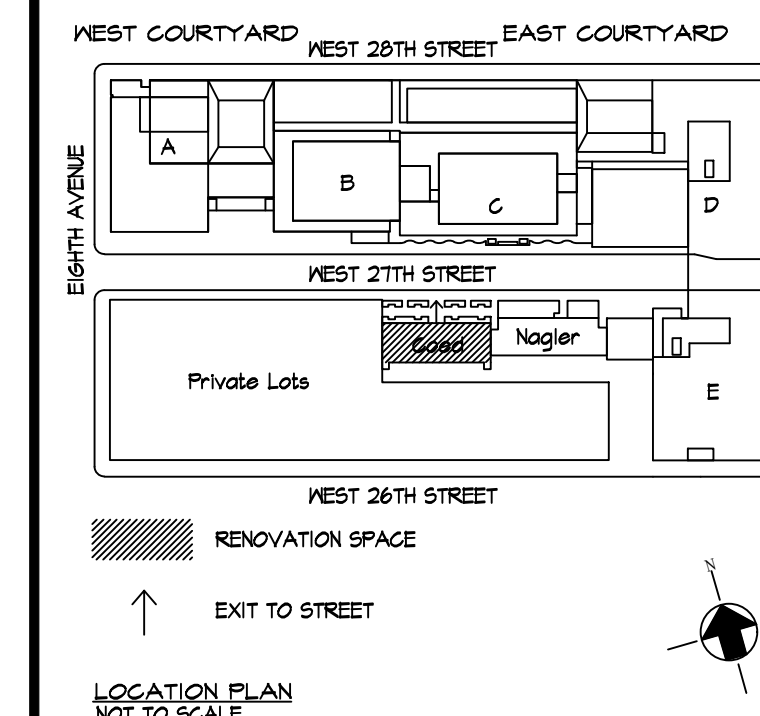
1 EXISTING NON-RATED PARTITION
 2 NEW NON-RATED PARTITION
 3 NEW NON-RATED FURRED PARTITION



4 EXISTING NON-RATED PARTITION
 5 NEW NON-RATED PARTITION

5 PARTITION SCHEDULE
 A-802 SCALE: 1/2" = 1'-0"

REV. NO. DATE REVISIONS



LOCATION PLAN NOT TO SCALE

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PROJECT:
 CO-ED RESIDENCE HALL BATHROOM
 RENOVATIONS - 4TH-10TH FLOORS
 230 WEST 27TH ST
 NEW YORK NY 10001

DRAWING TITLE:
 SCHEDULES

SEAL & SIGNATURE: _____ DATE: 09.15.2022
 PROJECT No: 13284.110
 DRAWING BY: AP&TM&LX
 CHK BY: GS
 DWG No: _____
A-802.00
 SCALE AS NOTED 16 of 16

EXHIBIT E: EXECUTIVE ORDER 202.16



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: _____