PROJECT MANUAL

BNCC 2018 Phase 2 Toilet Room Renovations

BUFFALO NIAGARA CONVENTION CENTER

CONVENTION CENTER PLAZA
BUFFALO, NEW YORK 14202

DATE: June 11, 2018

BHNT ARCHITECTS PROJECT #: 218014
ECDPW PROJECT #: NT-18-01
BID DATE: June 29, 2018

MARK C. POLONCARZ
COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE COMMISSIONER

William E. Geary
COMMISSIONER OF PUBLIC WORKS

Architect of Record:

BHNT ARCHITECTS

2495 Main Street, Suite 434
Buffalo, New York 14214
Phone: (716) 836-1522
Fax: (716) 832-0119

COUNTY OF ERIE
DEPARTMENT OF PUBLIC WORKS

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COUNTY OF ERIE
ADVERTISEMENT FOR BIDS
For
BUFFALO NIAGARA CONVENTION CENTER – 2018 – PHASE 2 TOILET ROOM RENOVATIONS

ECDPW PROJECT NO. NT-18-01

Single sealed bids for General Construction work for the above project will be received by the County's Commissioner of Public Works in Suite 1400 of the Rath County Office Building, 95 Franklin Street, Buffalo, New York 14202 until 10:30 AM local time on Friday June 29, 2018, at which time they will be opened and read aloud. MBE/WBE, Apprenticeship program, and Local and Disadvantaged Workforce requirements may apply to this project. Additional information must be found at: www.erie.gov/dpw

Dated: June 11, 2018

COUNTY OF ERIE
NOTICE TO BIDDERS
BNCC 2018 Phase 2 Toilet Room Renovations
Buffalo Niagara Convention Center
ECDPW PROJECT NO. NT-18-01

Single Sealed bids for General Construction work at the above County facility will be received by the County's Commissioner of Public Works in Suite 1400 of the Rath County Office Building, 95 Franklin Street, Buffalo, New York 14202 until 10:30 AM local time on Friday June 29th, 2018; at which time they will be opened and read aloud.

The bidding documents, specifications, and drawings may be downloaded from the Erie.gov website http://www2.erie.gov/dpw/, ON-LINE BID RETRIEVAL, or examined at the following offices:

Erie County Department of Public Works
Office of the Commissioner
Rath County Office Building
95 Franklin Street, Suite 1400
Buffalo, NY 14202

Construction Exchange of Buffalo & WNY
2660 William Street
Cheektowaga, NY 14227
http://www.conexbuff.com/

Bids will not be accepted unless the bid package is downloaded directly from www.erie.gov/dpw so that contact information is captured by ECDPW for bid addenda and communication.

A Pre-Bid Conference/Site visit will be held at 9:00 a.m. on Friday June 15th, 2018. Contractors are to convene at the Buffalo Niagara Convention Center Main Lobby to review the scope of the project and respond to questions from the bidders.

Each proposal must be accompanied by a Bid Bond of five percent (5%) of the amount of the bid payable unconditionally to the County of Erie.

The Contractor's attention is drawn to the provisions in the General Conditions establishing a Minority/Women Business Utilization requirement for this project. Contractors are advised that by submitting a signed and sealed bid proposal they are agreeing and committing to the WBE/MBE requirements contained in this project.

The Contractor's attention is further drawn to requirements for Contractor's participation in a New York State Certified Apprenticeship Training Program. **In addition, the Contractor shall be advised that provisions set forth by Erie County Executive Order #18 ("EO #18") may apply.**

Attention of bidders is called to the fact that if a prospective bidder is not registered as a bidder with the Office of the Commissioner of Public Works by virtue of his/her downloading of the bidding documents, then notices of contract addenda or other significant matters related to the contract proposal or bid will not be communicated to said prospective bidder.

The County of Erie reserves the right to reject any or all bids and waive any informality.
WILLIAM E. GEARY
Commissioner of Public Works
Rath County Office Building
95 Franklin Street, Suite 1400
Buffalo, NY 14202

DATED: June 11, 2018

INFORMATION FOR BIDDERS

1. THE PROJECT CONSIST OF:

A. General Construction Contract:

1) Base Bid (Renovations to Ballroom Level Toilet Rooms 130 & 131 and Exhibit Hall Level Toilet Rooms 206 & 207): Demolition of all existing floor tile, wall base, toilet partitions, lavoratories, and associated toilet accessories. Installation of new floor and wall tile, new toilet partitions, new plumbing fixtures and toilet accessories throughout. Update all finishes.

2) Add Alternate Bid #1 (Renovations to Ballroom Level Toilet Rooms 156 & 157): Demolition of all existing floor tile, wall base, toilet partitions, lavoratories, and associated toilet accessories. Installation of new floor and wall tile, new toilet partitions, new plumbing fixtures and toilet accessories throughout. Update all finishes.

2. RECEIPT AND OPENING OF PROPOSALS

A. Sealed bids for the project will be received by the Department of Public Works, Office of the Commissioner, 14th Floor, Rath County Office Building, 95 Franklin Street, Buffalo NY 14202 until 10:30 AM local time on Friday June 29th, 2018, at which time they will be publicly opened and read aloud.

3. ARCHITECT/ENGINEER

A. For the purpose of this contract, the Architect as defined in the General Conditions, shall be: BHNT Architects, P.C.

B. Direct all inquiries concerning these documents to:

Name: Joseph Rudniski

Address: 2495 Main Street, Suite 434, Buffalo, NY 14214

Phone: (716) 836-1522

Cell Phone: (716) 983-3251

Fax: (716) 832-0119

E-Mail: jrudniski@bhnt.com

4. SITE VISITATION / PRE-BID CONFERENCE

A. A Pre-Bid Conference will be held at 9:00 AM on Friday June 15th, 2018 at the Buffalo Niagara Convention Center to review the scope of the project and respond to any questions from bidders.

B. Prospective Bidders shall assemble promptly on the date indicated at the Buffalo Niagara Convention Center Main Lobby.

5. PREPARATION OF PROPOSALS

A. Submit proposal on the enclosed form. Enclose in sealed envelope bearing the title of the work and the name of the Bidder. Along with the completed bid proposal, bidders shall also submit the following:

1) Bid Bond in an amount not less than five percent (5%) of the base bid.

2) Experience Questionnaire, pages EQ-1 through EQ-6 included herein.

3) Erie County Minority/Women Business Enterprise Utilization Report – Part A included herein, if applicable.

B. In case of a difference between the stipulated amount of the proposal written in words and the stipulated amount written in figures, the stipulated amount stated in written words shall govern.

C. Proposals shall not contain any recapitulations of the work to be done. Alternate proposals will not be considered unless called for. Oral proposals or modifications will not be considered.

D. Any Bidder may withdraw his proposal, either personally or by fax or written request, at any time prior to the scheduled closing time for receipt of proposals.

E. All proposal forms submitted by a bidder requiring a bidder's signature must bear an original signature signed in ink. Proposals submitted without original signatures will be rejected.

6. AWARD OR REJECTION

A. The Contract for each phase of the work will be awarded to the lowest qualified responsible Bidder. The Owner reserves the right to reject any or all proposals or to waive any informality. All proposals shall be good for 90 days from date of opening.

B. For the purpose of determining the lowest responsible bidder, the County shall compare all base bids plus any add or any deduct Alternate Bid items. Unit prices set forth in the proposal shall not be considered in determining the lowest responsible bidder.

C. The County reserves the right to accept or reject any and all Alternate Bid Items in any order.

7. INTERPRETATION OF DOCUMENTS

A. If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of the Drawings, Specifications or other Contract Documents, or finds discrepancies in or omissions from the Drawings or Specifications, he may submit to the Architect - Engineer a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the documents will be made only by Addendum duly issued and a copy of the Addendum will be forwarded to each person receiving a set of the Contract Documents. Neither the Owner nor the Architect - Engineer will be responsible for any other explanations or interpretations of the Contract Documents.

8. ADDENDA

A. Any Addenda issued during the time of bidding shall be covered in the proposal, and shall be made a part of the Contract Documents. Receipt of each Addendum shall be acknowledged in the proposal.

B. A final addendum will be issued no later than Monday, June 25th, 2018. Requests for interpretation or correction (RFI) shall be submitted to the Architect no later than 12:00 PM on Monday, June 25th, 2018.

9. BID BOND

A. Each proposal must be accompanied by a Bid Bond in form similar to American Institute of Architects Document No. A-310 or Consulting Engineers Council Contract Document 1.5 in an amount not less than five percent (5%) of the base bid.

B. Should the Bidder, if awarded the Contract, fail to execute the Agreement within five (5) days in accordance with the proposal and other Contract Documents the Bid Bond amount shall be forfeited to the Owner as liquidated damages caused by such failures.

10. PERFORMANCE AND LABOR AND MATERIAL PAYMENT BOND

A. The bidder or bidders whose proposal is accepted shall furnish a Performance and Labor and Materials Payment Bond to the County of Erie in the penal amount of 100% of the contract price, if the contract is based upon a time and material price, or 100% of the estimated cost if the contract is based upon a unit price, such bond to be duly executed by the bidder as principal and by a duly incorporated company authorized to guarantee the performance of contracts and to do business in the State of New York, as surety. The Bond shall be on a form approved by the County Attorney, a copy of which is included herein.

11. QUALIFICATIONS OF BIDDERS

A. The Bidder shall submit with the Bid Proposal, a fully executed Erie County Department of Public Works – Office of the Commissioner, Experience Questionnaire, pages EQ-1 through EQ-6 included herein.

B. All prospective bidders are hereby notified that they must be able to prove to the satisfaction of the Owner that they are a responsible bidder and have the skill and experience, as well as the necessary facilities, ample financial resources, organization and general reliability to do the work to be performed under the provisions of the contract in a satisfactory manner and within the time specified.

C. Within forty-eight hours (48) after the opening of the proposals, the lowest three bidders, if requested, must submit, in duplicate, to the Owner a current financial statement certified to be true and correct by a certified public accountant or an officer or principal of the bidder.

D. Each bidder must be prepared to show to the satisfaction of the Owner that he has sufficient liquid assets available for the project upon which he is bidding. The Owner does not regard credit, borrowed money, equity in real estate, life insurance, reserves representing pre-payment of taxes and life insurance, and other expenses, deposits held as security for other contracts, capital of proposed sub-contractors, capital stock of the contractor, and similar items, as liquid assets available for the work to be performed under the contract.

E. A bidder must also be prepared to prove to the satisfaction of the Owner that he has successfully completed a contract of similar work in an amount of not less than 50 percent of the amount of the proposed contract.

F. Each bidder must comply promptly with all requests by the Owner for information and must actively cooperate with the Owner in its efforts to determine whether the bidder is qualified.

G. The award of the contract shall not be construed as a guarantee by the Owner that the plant, equipment and the general scheme of operations and other data submitted by the bidder with or after his proposal is either adequate or suitable for the satisfactory performance of the work.

12. ACKNOWLEDGEMENTS

A. All acknowledgements of Contractor and Owner, Principal and Surety shall be subject to the approval of the Erie County Attorney, State of New York.

13. EQUIVALENT MATERIAL OR EQUIPMENT

A. Whenever a specific material or equipment item is named in the plans or specifications, the Contractor shall furnish the material or equipment thus named, unless: (1) in his Bid he names another item which he proposes as the full equivalent of the named item, and in executing the Contract the Owner accepts such substitution; or (2) the Owner subsequently approves a substitution during the course of project construction by Change Order.

14. LIST OF PROPOSED SUBCONTRACTORS

A. The low bidder, or three low bidders if requested, shall submit a complete list of sub-contractors he proposes to use not later than 48 hours after receipt of proposals.

B. Sub-contractor list shall be delivered to the Architect with a copy for the Owner.

C. Execution of the Contract by the Owner without objection to any name on said list shall constitute an acceptance of the same. Should the Owner request that a different sub-contractor be proposed for any phase of the work, the bidder shall comply with such requests until a sub-contractor acceptable to the Owner is proposed. No sub-contractor approved by the Owner may be replaced unless replacement is approved by the Owner.

15. NON-COLLUSIVE BIDDING CERTIFICATE

A. Attention of all bidders is called to provisions of State Law requiring the bid itself to contain a certificate that there has been no collusion in the preparation or submittal of such bid. (See pertinent portion of Proposal Form.)

16. SALES TAX EXEMPTION

A. The Owner is an exempt organization under the Tax Law and is exempt from payment of Sales and Compensating Use Taxes of the State of New York and cities and counties of the State on all materials sold to the Owner pursuant to the provisions of the Contract. These taxes are not to be included in bids.

1. Section 115 (a) (15) of the Tax Law provides that tangible personal property sold to a Contractor for use in erecting a structure or building for an exempt organization is exempt from the Sales and Compensating Use Tax of the State of New York and of cities and counties of the State provided such tangible personal property is to become an integral component part of such structure, building, or real property.

2. There is no exemption from the Sales or Use Tax on sales or charges to a Contractor or sub-contractor for the purchase or lease of supplies, machinery, equipment, tools, services, etc., used or consumed by him in the completion of the Contract. The Contractor and his sub-contractors shall be responsible for and pay any and all applicable taxes including Sales and Compensating Use Taxes on such items.

17. BIDDING DOCUMENTS

A. Drawings, Specifications and other Bidding Documents will be placed on file and may be examined during normal office hours at the Office of the Commissioner, 14th Floor, 95 Franklin Street, Buffalo, N.Y. 14202, the Construction Exchange of Buffalo & WNY, 2660 William Street, Cheektowaga, NY 14227, and at other locations as indicated in the Notice to Bidders.

B. Drawings, Specifications and other Bidding Documents may be downloaded from the Erie.gov website http://www2.erie.gov/dpw/, ON-LINE BID RETRIEVAL, unless stated otherwise in the Notice to Bidders. Electronic pdf files of the Bid Documents will be available for each Prime Contract Bidder for purposes of preparing a bona fide Proposal.

18. EXISTING CONDITIONS

A. It shall be the responsibility of each and every bidder to thoroughly investigate all existing conditions and he shall acquaint himself with existing conditions, insofar as it may affect his work and/or bidding.

B. The Bidder, before entering his proposal, shall satisfy himself fully as to the work called for on the Contract Documents, and to the working conditions and condition of the site, including the existence of other facilities and/or structures on, over or under the site which may interfere with, or make more difficult, the performance of the Contract.

C. The signature of the Bidder upon his proposal form shall constitute a certification to the Owner that such Bidder is fully informed regarding all the conditions affecting the work to be done, that such information was secured by personal investigation and that such Bidder accepts full responsibility for his bid.

D. If a Bidder should encounter any condition not provided for in the Contract Documents that will affect his bid or the performance of his contract obligations, should he be the successful bidder, he shall notify the Architect, in writing, at least five (5) days prior to opening of bids.

19. WAGE RATES

A. It is hereby agreed by the parties to this contract that all laborers, workmen and mechanics employed on the work done in performance of said contract shall be paid not less than the rate of wages listed on the current prevailing rate schedule issued by the New York State Department of Labor for the trade or occupation of such laborer, workmen, or mechanics, and any supplements thereto.

B. The wage rates and supplemental benefits to be paid such laborer, workmen or mechanics shall always be those prevailing at the time the work is being performed.

C. A copy of the current "Prevailing Rate Schedule" is attached hereto for convenience. The wage rates and supplemental benefits listed thereon are subject to change and may be superseded by any schedule hereafter issued by the New York State Department of Labor. Any such revised schedules shall be attached hereto and become a part of this contract, but this will in no way alter the contract amount or any provisions of said contract.

D. It is the responsibility of the Contractor to remain familiar with the currently applicable schedule.

E. Should the Contractor employ laborers, workmen or mechanics engaged in any trade for which a wage rate is not stipulated in the attached schedule, or any supplements thereto, he shall obtain the appropriate wage rate from the New York State Department of Labor before employing the laborer, workman or mechanic.

F. Section 220-a of the New York State Labor Law requires the Contractor and each of his sub-contractors to place on file with the Owner, certificates relating to the final payment of wages and supplements for Labors on this Project. Samples of the required certificates immediately follow this section and are designated as PICC-1 (Sub-contractor Certification) and PICC-2 (Prime Contractor Certification, pages 1 & 2). The Contractor and each of his sub-contractors acknowledge that no final payment can be made to the Contractor unless the necessary certifications, properly executed, accompany the final payment request.

G. If a Contractor or sub-contractor has had one final determination by the New York State Department of Labor that it willfully failed to pay or provide the prevailing rate of wages or supplements to its employees, the contractor or sub-contractor will be ineligible to tender a bid.

20. DRUG & ALCOHOL TESTING PROGRAM COMPLIANCE

A. Due to the safety-sensitive nature of the work that Commercial Driver Licensed (CDL) employees may perform on this project, the low bidder, if requested, shall submit acknowledgment of Drug and Alcohol Testing Compliance Form DA-1 included herein within three (3) days after receipt of proposals.

END OF SECTION

Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Erie County

Joseph Rudniski, Intern Architect
BHNT Architects, P.C.
2495 Main Street, Suite 434
Buffalo NY 14214

Schedule Year	2017 through 2018
Date Requested	05/16/2018
PRC#	2018005571

Location	Buffalo Niagara Convention Cen
Project ID#	NT-18-01
Project Type	Interior renovations of 6 existing toilet rooms to upgrade finishes & toilet accessories & plumbing fixtures.

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 2017 through June 2018. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.state.ny.us. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

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

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

Introduction

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

Responsibilities of the Department of Jurisdiction

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

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

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

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

Both the PW 16 and PW 200 forms are available for completion online.

Hours

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

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

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year. The annual determination is available on the NYSDOL website www.labor.state.ny.us.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least Five (5) years from the project's date of completion. See Spota Bill Notice. 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, by 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.

Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Erie County

Joseph Rudniski, Intern Architect
BHNT Architects, P.C.
2495 Main Street, Suite 434
Buffalo NY 14214

Schedule Year 2017 through 2018
Date Requested 05/16/2018
PRC# 2018005571

Location Buffalo Niagara Convention Cen
Project ID# NT-18-01
Project Type Interior renovations of 6 existing toilet rooms to upgrade finishes & toilet accessories & plumbing fixtures.

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: $_____

Approximate Starting Date: ____/____/____

Approximate Completion Date: ____/____/____

Contract Type:
- [ ] (01) General Construction
- [ ] (02) Heating/Ventilation
- [ ] (03) Electrical
- [ ] (04) Plumbing
- [ ] (05) Other : _____

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

IMPORTANT NOTICE

FOR

CONTRACTORS & CONTRACTING AGENCIES

Social Security Numbers on Certified Payrolls

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

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

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

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

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

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1. Purpose and Scope:

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

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

2. Background and Statutory References:

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

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

3. Procedures and Agency Responsibilities:

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

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

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

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

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

Reports should contain the following information:

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

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

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

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

Construction Industry
Fair Play Act

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

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

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

The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, www.labor.ny.gov.

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

New York State Department of Labor
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 such as
  - unemployment benefits, if 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 required by New York State and Federal Law.

Penalties for paying 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, 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 1(866)435-1499 or send an email to dol.misclassified@labor.state.ny.us. All complaints of fraud and violations are taken seriously and you can remain anonymous.

Employer Name:

IA 999 (09/10)

WORKER NOTIFICATION

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

Effective February 24, 2008

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

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

(11.11)

New York State Department of Labor
Bureau of Public Work

Attention Employees

THIS IS A:

PUBLIC WORK PROJECT

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

Chapter 629 of the Labor Laws of 2007:

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

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

Albany	(518) 457-2744	Patchogue	(631) 687-4882
Binghamton	(607) 721-8005	Rochester	(585) 258-4505
Buffalo	(716) 847-7159	Syracuse	(315) 428-4056
Garden City	(516) 228-3915	Utica	(315) 793-2314
New York City	(212) 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: _____

OSHA 10-hour Construction

Safety and Health Course – S1537-A

Effective July 18, 2008

This provision is an addition to the existing prevailing wage rate law, Labor Law §220, section 220-h. It requires that on all public work projects of at least $250,000.00, all laborers, workers and mechanics working on the site, be certified as having successfully completed the OSHA 10-hour construction safety and health course. It further requires that the advertised bids and contracts for every public work contract of at least $250,000.00, contain a provision of this requirement.

NOTE: ***The OSHA 10 Legislation only applies to workers on a public work project that are required, under Article 8, to receive the prevailing wage.***

Where to find OSHA 10-hour Construction Course

1. NYS Department of Labor website for scheduled outreach training at:

   www.labor.state.ny.us/workerprotection/safetyhealth/DOSH_ONSITE_CONSULTATION.shtm

2. OSHA Training Institute Education Centers:

   Rochester Institute of Technology OSHA Education Center
   Rochester, NY
   Donna Winter
   Fax (585) 475-6292
   e-mail: dlwtpo@rit.edu
   (866) 385-7470 Ext. 2919
   www.rit.edu/~outreach/course.php3?CourseID=54

   Atlantic OSHA Training Center
   UMDNJ – School of Public Health
   Piscataway, NJ
   Janet Crooks
   Fax (732) 235-9460
   e-mail: crooksje@umdnj.edu
   (732) 235-9455
   https://ophp.umdnj.edu/wconnect/ShowSchedule.awp?~~GROUP~AOTCON~10~

   Atlantic OSHA Training Center
   University at Buffalo
   Buffalo, New York
   Joe Syracuse
   Fax (716) 829-2806
   e-mail:mailto:japs@buffalo.edu
   (716) 829-2125
   http://www.smbs.buffalo.edu/CENTERS/trc/schedule_OSHA.php

   Keene State College
   Manchester, NH
   Leslie Singleton
   e-mail: lsingletin@keene.edu
   (800) 449-6742
   www.keene.edu/courses/print/courses_osha.cfm

3. List of trainers and training schedules for OSHA outreach training at:

   www.OutreachTrainers.org

Requirements for OSHA 10 Compliance

Chapter 282 of the Laws of 2007, codified as Labor Law 220-h took effect on July 18, 2008. The statute provides as follows:

The advertised specifications for every contract for public work of $250,000.00 or more must contain a provision requiring that every worker employed in the performance of a public work contract shall be certified as having completed an OSHA 10 safety training course. The clear intent of this provision is to require that all employees of public work contractors, required to be paid prevailing rates, receive such training "prior to the performing any work on the project."

The Bureau will enforce the statute as follows:

All contractors and sub contractors must attach a copy of proof of completion of the OSHA 10 course to the first certified payroll submitted to the contracting agency and on each succeeding payroll where any new or additional employee is first listed.

Proof of completion may include but is not limited to:

- Copies of bona fide course completion card (*Note: Completion cards do not have an expiration date.*)
- Training roster, attendance record of other documentation from the certified trainer pending the issuance of the card.
- Other valid proof

**A certification by the employer attesting that all employees have completed such a course is not sufficient proof that the course has been completed.

Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-485-5696.

WICKS Reform 2008

(For all contracts advertised or solicited for bid on or after 7/1/08)

- Raises the threshold for public work projects subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work. The total project's threshold would increase from $50,000 to: $3 million in Bronx, Kings, New York, Queens and Richmond counties; $1.5 million in Nassau, Suffolk and Westchester counties; and $500,000 in all other counties.

- For projects below the monetary threshold, bidders must submit a sealed list naming each subcontractor for the plumbing, HVAC and electrical work and the amount to be paid to each. The list may not be changed unless the public owner finds a legitimate construction need, including a change in specifications or costs or use of a Project Labor Agreement (PLA), and must be open to public inspection.

- Allows the state and local agencies and authorities to waive the Wicks Law and use a PLA if it will provide the best work at the lowest possible price. If a PLA is used, all contractors shall participate in apprentice training programs in the trades of work it employs that have been approved by the Department of Labor (DOL) for not less than three years. They shall also have at least one graduate in the last three years and use affirmative efforts to retain minority apprentices. PLA's would be exempt from Wicks, but deemed to be public work subject to prevailing wage enforcement.

- The Commissioner of Labor shall have the power to enforce separate specification requirements on projects, and may issue stop-bid orders against public owners for non-compliance.

- Other new monetary thresholds, and similar sealed bidding for non-Wicks projects, would apply to certain public authorities including municipal housing authorities, NYC Construction Fund, Yonkers Educational Construction Fund, NYC Municipal Water Finance Authority, Buffalo Municipal Water Finance Authority, Westchester County Health Care Association, Nassau County Health Care Corp., Clifton-Fine Health Care Corp., Erie County Medical Center Corp., NYC Solid Waste Management Facilities, and the Dormitory Authority.

- Reduces from 15 to 7 days the period in which contractors must pay subcontractors.

IMPORTANT INFORMATION

Regarding Use of Form PW30.1
(Previously 30R)

"Employer Registration for Use of 4 Day / 10 Hour Work Schedule"

To use the '4 Day / 10 Hour Work Schedule':

There MUST be a *Dispensation of Hours (PW30)* in place on the project

AND

You MUST register your intent to work 4 / 10 hour days, by completing the PW30.1 Form.

REMEMBER…

The '4 Day / 10 Hour Work Schedule' applies ONLY to Job Classifications and Counties listed on the PW30.1 Form.

Do not write in any additional Classifications or Counties.

(**Please note** : For each Job Classification check the individual wage schedule for specific details regarding their 4/10 hour day posting.)

Instructions for Completing Form PW30.1

(Previously 30R)

"Employer Registration for Use of 4 Day / 10 Hour Work Schedule"

Before completing Form PW30.1 check to be sure …

- There is a *Dispensation of Hours* in place on the project.
- The 4 Day / 10 Hour Work Schedule applies to the Job Classifications you will be using.
- The 4 Day / 10 Hour Work Schedule applies to the County / Counties where the work will take place.

Instructions (Type or Print legibly):

Contractor Information:

- Enter the Legal Name of the business, FEIN, Street Address, City, State, Zip Code; the Company's Phone and Fax numbers; and the Company's email address (if applicable)
- Enter the Name of a Contact Person for the Company along with their Phone and Fax numbers, and the personal email address (if applicable)

Project Information:

- Enter the Prevailing Rate Case number (PRC#) assigned to this project
- Enter the Project Name / Type (i.e. Smithtown CSD – Replacement of HS Roof)
- Enter the Exact Location of Project (i.e. Smithtown HS, 143 County Route #2, Smithtown,NY; Bldgs. 1 & 2)
- If you are a Subcontractor, enter the name of the Prime Contractor for which you work
- On the Checklist of Job Classifications -
  - Go to pages 2 and 3 of the form
  - Place a checkmark in the box to the right of the Job Classification you are choosing
  - Mark all Job Classifications that apply

    ****Do not write in any additional Classifications or Counties.****

Requestor Information:

- Enter the name of the person submitting the registration, their title with the company , and the date the registration is filled out

Return Completed Form:

- **Mail** the completed PW30.1 form to: NYSDOL Bureau of Public Work, SOBC – Bldg.12 – Rm.130, Albany, NY 12240 -***OR*** **-**
- **Fax** the completed PW30.1 form to: NYSDOL Bureau of Public Work at (518)485-1870

Bureau of Public Work Harriman
State Office Campus
Building 12, Room 130
Albany, New York 12240
Phone: (518) 457-5589 | Fax: (518) 485-1870
www.labor.ny.gov

Employer Registration for Use of 4 Day / 10 Hour Work Schedule

Before completing this form, make sure that:

- There is a **Dispensation of Hours** in place on the project.
- The 4 Day / 10 Hour Work Schedule applies to the Job Classifications you will be using.
- The 4 Day / 10 Hour Work Schedule applies to the County / Counties where the work will take place.

Please **type or print** the requested information and then **mail or fax** to the address above.

Contractor Information

Company Name:_____ FEIN: _____

Address: _____

City:_____State: _____ Zip Code: _____

Phone No:_____ Fax No:_____ Email: _____

Contact Person: _____

Phone No:_____Fax No:_____ Email: _____

Project Information

Project PRC#: _____ Project Name/Type: _____

Exact Location
of Project: _____ County: _____

(If you are Subcontractor)
Prime Contractor Name: _____

Job Classification(s) to Work 4/10 Schedule: *(Choose all that apply on Job Classification Checklist - Pages 3-8)*
**** Do not write in any additional Classifications or Counties****

Requestor Information

Name: _____

Title: _____ Date: _____

Please use the list below with the number assigned to each county as a reference to the corresponding numbers listed in the following pages under **Entire Counties** & **Partial Counties**.

1. Albany County
2. Allegany County
3. Bronx County
4. Broome County
5. Cattaraugus County
6. Cayuga County
7. Chautauqua County
8. Chemung County
9. Chenango County
10. Clinton County
11. Columbia County
12. Cortland County
13. Delaware County
14. Dutchess County
15. Erie County
16. Essex County
17. Franklin County
18. Fulton County
19. Genesee County
20. Greene County
21. Hamilton County
22. Herkimer County
23. Jefferson County
24. Kings County (Brooklyn)
25. Lewis County
26. Livingston County
27. Madison County
28. Monroe County
29. Montgomery County
30. Nassau County
31. New York County (Manhattan)
32. Niagara County
33. Oneida County
34. Onondaga County
35. Ontario County
36. Orange County
37. Orleans County
38. Oswego County
39. Otsego County
40. Putnam County
41. Queens County
42. Rensselaer County
43. Richmond County (Staten Island)
44. Rockland County
45. Saint Lawrence County
46. Saratoga County
47. Schenectady County
48. Schoharie County
49. Schuyler County
50. Seneca County
51. Steuben County
52. Suffolk County
53. Sullivan County
54. Tioga County
55. Tompkins County
56. Ulster County
57. Warren County
58. Washington County
59. Wayne County
60. Westchester County
61. Wyoming County
62. Yates County

Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

**** Do not write in any additional Classifications or Counties****

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Carpenter – Building	276B-All	7	2 ,5	
Carpenter – Building	276B-Cat	15	5	
Carpenter – Building	276-B-LIV	26, 28, 35, 59	61	
Carpenter – Building	276B-Gen	19, 32, 37	61	
Carpenter – Heavy & Highway	276HH-All	2, 5, 7		
Carpenter – Heavy & Highway	276HH-Erie	15		
Carpenter – Heavy & Highway	276HH- Gen	19, 32, 37, 61		
Carpenter – Heavy & Highway	276HH-Liv	26, 28, 35, 59		
Carpenter – Residential	276R-All	7	2, 5	
Carpenter – Building	277B-Bro	4, 54		
Carpenter – Building	277B-CAY	6, 50, 62		
Carpenter – Building	277B-CS	8, 12, 49, 51, 55	2	
Carpenter – Building	277 JLS	23, 25, 45		
Carpenter – Building	277 omh	22, 27, 33		
Carpenter – Building	277 On	34		
Carpenter – Building	277 Os	38		
Carpenter – Building	277CDO Bldg	9, 13, 39		
Carpenter – Heavy & Highway	277CDO HH	9, 13, 39		
Carpenter – Heavy & Highway	277HH-BRO	4, 6, 8, 12, ,22, 23, 25, 27, 33, 34, 38, 45, 49, 50, 51, 54, 55, 62		
Carpenter – Building	291B-Alb	1, 18, 20, 29, 42, 47, 48		
Carpenter – Building	291B-Cli	10, 16, 17		
Carpenter – Building	291B-Ham	21, 57, 58		
Carpenter – Building	291B-Sar	46		
Carpenter – Heavy & Highway	291HH-Alb	1, 10, 16, 17,18, 20, 21, 29, 42, 46, 47, 48, 57, 58		
Electrician	25m	30, 52		
Electrician – Teledata Cable Splicer	43	12, 22, 27, 33, 38	6, 9, 34, 39, 55, 59	

Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

**** Do not write in any additional Classifications or Counties****

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Electrician	86	26, 28	19, 35, 37, 59, 61	
Electrician	840 Teledata and 840 Z1	62	6, 34, 35, 50, 59	
Electrician	910	10, 16, 17, 23, 25, 45		
Electrical Lineman	1049Line/Gas	30, 41, 52		
Electrical Lineman	1249a	1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 32, 33, 34, 35, 36, 37, 38, 39, 40, 42, 44, 46, 47, 48, 49, 50, 45, 51, 53, 54, 55, 56, 57, 58, 59, 61, 62		
Electrical Lineman	1249a West	60		
Electrical Lineman	1249a-LT	1, 2, 4, 5, 6, 7, 8, 9, 10, 12, 13, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 32, 33, 34, 35, 37, 38, 39, 42, 46, 47, 48, 49, 50, 45, 51, 53, 54, 55, 57, 58, 59, 61, 62		
Electrical Lineman	1249aREG8LT	11, 14, 36, 40, 44, 56		
Electrical Lineman	1249aWestLT	60		
Elevator Constructor	138	11, 14, 20, 36, 40, 53, 56	13, 44, 60	
Elevator Constructor	14	2, 5, 7, 15, 19, 32, 37, 61		
Elevator Constructor	27	8, 26, 28, 35, 49, 50, 51, 59, 62		
Elevator Constructor	35	1, 10, 16, 18, 21, 22, 29, 39, 42, 46, 47, 48, 57, 58		
Elevator Constructor	62.1	4, 6, 9, 12, 23, 25, 27, 33, 34, 38, 45, 54, 55	13	
Glazier	201	1, 10, 11, 16, 17, 18, 20, 21, 29, 42, 46, 47, 48, 57, 58		
Glazier	660r	2, 5, 7, 15, 19, 32, 37, 61		
Glazier	660	2, 5, 7, 15, 19, 32, 37, 61		
Glazier	677.1	23, 25, 26, 28, 35, 45, 50, 59, 62		
Glazier	677Z-2	6, 12, 22, 27, 33, 34, 38		
Glazier	677z3	4, 8, 9, 13, 39, 49, 51, 54, 55		
Glazier	677r.2	6, 12, 22, 27, 33, 34, 38		
Insulator – Heat & Frost	30-Syracuse	4, 6, 8, 9, 12, 22, 23, 25, 27, 33, 34, 38, 39, 49, 50, 45, 54, 55		
Laborer – Building	621b	2, 7	5	
Laborer – Building	633 bON	34		

Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

**** Do not write in any additional Classifications or Counties****

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Laborer – Building	633b Cay	6		
Laborer – Building	633bOS	38		
Laborer – Building	785(7)	4	9, 13, 54	
Laborer – Building	785B-CS	8, 51	49	
Laborer – Building	7-785b	12, 55	49, 54	
Laborers – Heavy & Highway	157h/h	47	18, 29, 46	
Laborers – Heavy & Highway	190 h/h	1, 42, 58	11, 20, 46	
Laborers – Heavy & Highway	35/2h	21, 22, 27, 33	18, 29	
Laborer – Residential	621r	2, 7	5	
Laborers – Tunnel	157	47	18, 29, 46	
Laborers – Tunnel	35T	21, 22, 27, 33	18, 29	
Laborers – Tunnel	190	1, 42, 58	11, 20, 46	
Mason – Building	2TS.1	1, 10,11, 16, 17, 18, 20, 21, 29, 42, 46, 47, 48, 57, 58		
Mason – Building	2TS.2	22, 23, 25, 33, 45	27	
Mason – Building	2TS.3	6, 34, 38	27	
Mason – Building	2b-on	34		
Mason – Building	2b.1	1, 11, 18, 20, 21, 29, 42, 46, 47, 48, 58	57	
Mason – Building	2b.2	22, 33	25	
Mason – Building	2b.3	6, 34	27	
Mason – Building	2b.4	38		
Mason – Building	2b.5	23	25	
Mason – Building	2b.6	45		
Mason – Building	2b.8	10, 16, 17	57	
Mason – Building	3b-Co-Z2	8, 49, 51	2	
Mason – Building	3B-Z1	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Building – Residential	3B-Z1R	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Building	3B-Bing-Z2	4, 9, 13, 39, 54		
Mason – Building	3B-Ith-Z2	12, 55		

Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

**** Do not write in any additional Classifications or Counties****

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Mason – Building	3B-Jam-Z2	7	2, 5	
Mason – Building – Residential	3B-Jam-Z2R	2, 4, 8, 7, 9, 12, 39, 13, 49, 51, 54, 55	5	
Mason – Building	3B-Z3	15, 32	5	
Mason – Building	3B-Z3.Orleans	37		
Mason – Residential	3B-Z3R	15, 32	5	
Mason – Residential	3B-z3R.Orleans	37		
Mason - Heavy & Highway	3h	2, 4, 8, 7, 9, 12, 13, 19, 26, 28, 35, 37, 39, 49, 50, 51, 54, 55, 59, 61, 62	5, 15, 32	
Mason – Tile Finisher	3TF-Z1	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Tile Finisher	3TF-Z2	2, 4, 8, 7, 9, 12, 13, 39, 49, 51, 54, 55	5	
Mason – Tile Finisher	3TF-Z3	15, 32, 37	5	
Mason – Tile Finisher	3TF-Z1R	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Tile Finisher	3TF-Z2R	2, 4, 7, 9, 12, 13, 39, 49, 51, 54, 55	5	
Mason – Tile Finisher	3TF-Z3R	15, 32, 37	5	
Mason – Tile Setter	3TS-Z1	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Tile Setter Residential	3TS-Z1R	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Tile Setter	3TS-Z2	2, 4, 7, 8, 9, 12, 13, 39, 49, 51, 54, 55	5	
Mason – Tile Setter Residential	3TS-Z2R	2, 4, 7, 8, 9, 12, 13, 39, 49, 51, 54, 55	5	
Mason – Tile Setter	3TS-Z3	15, 32, 37	5	
Mason – Tile Setter Residential	3TS-Z3R	15, 32, 37	5	
Mason – Building/Heavy & Highway	780	3, 24, 30, 31, 41, 43, 52		
Operating Engineer - Heavy & Highway	137H/H	40, 60	14	
Operating Engineer – Heavy & Highway	158-832H	2, 8, 26, 28, 35, 49, 51, 59, 62	19	
Operating Engineer – Heavy & Highway	158-H/H	1, 4, 9, 10, 11, 14, 16, 17, 18, 20, 21, 22, 29, 39, 42, 46, 47, 48, 54, 57, 58		
Operating Engineer – Heavy & Highway	158-545h	6, 12, 23, 25, 27, 33, 38, 45, 50, 55		
Painter	1456-LS	1, 3, 10, 11, 14, 16, 17, 18, 20, 21, 24, 29, 30, 31, 36, 40, 41, 42, 43, 44, 46, 47, 48, 52, 53, 56, 57, 58, 60		
Painter	150	28, 59, 62	26, 35	

Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

**** Do not write in any additional Classifications or Counties****

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Painter	178 B	4, 9, 54		
Painter	178 E	8, 49	51	
Painter	178 I	12, 55		
Painter	178 O	13, 39		
Painter	31	6, 22, 27, 33, 34, 50	25, 35, 38	
Painter	38.O		38	
Painter	38.W	23, 45	25	
Painter	4-Buf,Nia,Olean	2, 15, 19, 32, 37, 61	5, 7, 26, 51	
Painter	4-Jamestown		5, 7	
Sheetmetal Worker	46	26, 28, 35, 50, 59, 62		
Sheetmetal Worker	46r	26, 28, 35, 50, 59, 62		
Teamsters – Heavy & Highway	294h/h	1, 11, 18, 20, 29, 42, 46, 47, 48, 58	57	
Teamsters – Heavy & Highway	317bhh	6, 12, 50, 51, 55, 62	2	
Teamsters - Building/Heavy & Highway	456	40, 60		

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

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

Classification

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

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

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

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

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

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. In most cases the payment or provision of supplements is for each hour worked (noted in the schedule as 'Per hour worked'). Some classifications require the payment or provision of supplements for each hour paid (noted in the schedule as 'Per hour paid'), which require supplements to be paid or provided at a premium rate for premium hours worked. Some classifications may also require the payment or provision of supplements for paid holidays on which no work is performed.

Effective Dates

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

Apprentice Training Ratios

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

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

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

Title (Trade)	Ratio
Boilermaker (Construction)	1:1,1:4
Boilermaker (Shop)	1:1,1:3
Carpenter (Bldg.,H&H, Pile Driver/Dockbuilder)	1:1,1:4
Carpenter (Residential)	1:1,1:3

Electrical (Outside) Lineman	1:1,1:2
Electrician (Inside)	1:1,1:3
Elevator/Escalator Construction & Modernizer	1:1,1:2
Glazier	1:1,1:3
Insulation & Asbestos Worker	1:1,1:3
Iron Worker	1:1,1:4
Laborer	1:1,1:3
Mason	1:1,1:4
Millwright	1:1,1:4
Op Engineer	1:1,1:5
Painter	1:1,1:3
Plumber & Steamfitter	1:1,1:3
Roofer	1:1,1:2
Sheet Metal Worker	1:1,1:3
Sprinkler Fitter	1:1,1:2

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

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

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-932-2419	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

Erie County General Construction

Boilermaker — 05/01/2018

JOB DESCRIPTION Boilermaker **DISTRICT** 12

ENTIRE COUNTIES
Allegany, Cattaraugus, Chautauqua, Chemung, Erie, Genesee, Livingston, Monroe, Niagara, Ontario, Orleans, Schuyler, Steuben, Wayne, Wyoming, Yates

WAGES
Per hours: 07/01/2017

Boilermaker $ 33.50

The wage rate will be 90% of the above for Maintenance work on boilers less than 100,000 pph.

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: $ 27.99*

*NOTE: $26.00 of this amount is for every Hour "Paid"

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

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

REGISTERED APPRENTICES
1st Term 12 Months, Terms 3-8 at 6 Months

Per Hour:

1st $ 22.77
3rd $ 24.45
4th $ 26.12
5th $ 27.80
6th $ 28.47
7th $ 30.15
8th $ 31.83

Supplemental Benefits per hour:

1st to 6th $ 26.99**
7th to 8th $27.99***

**NOTE: $25.00 of this amount is for every Hour "Paid"

***NOTE: $26.00 of this amount is for every Hour "Paid"

12-7

Carpenter - Building — 05/01/2018

JOB DESCRIPTION Carpenter - Building **DISTRICT** 12

ENTIRE COUNTIES
Erie

PARTIAL COUNTIES
Cattaraugus: Townships of Persia and Perrysburg

WAGES
Per hour: 07/01/2017
Building:

Carpenter $ 32.00

FloorLayer	32.00
Certified Welder	33.00
Hazardous Waste Worker	33.50
Diver-Dry Day	33.00
Diver Tender	33.00
Diver-Wet Day***	61.25

Hazardous Waste Worker: Hazardous sites requiring personal protective equipment.

*** Diver rate applies to all hours worked on the day of dive.

Depth pay for divers:	0' to 80'	no additional fee
	81' to 100'	additional $0.50 per foot
	101' to 150'	additional $0.75 per foot
	151' and deeper	additional $1.25 per foot
Penetration pay:	0' to 50'	no additional fee
	51' to 100'	additional $0.75 per foot
	101' and deeper	additional $1.00 per foot

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

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

SUPPLEMENTAL BENEFITS
Per hour worked:

Carpenter(s)	$ 27.58
Diver(s)	27.58

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

HOLIDAY

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

REGISTERED APPRENTICES
Wages per hour:

One year terms at the following percentage of Journeyman's base wage:
Indentured Prior to 01/01/2016

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

Indentured After 01/01/2016

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

Supplemental Benefits per hour worked:

1st	2nd	3rd	4th	5th
$11.20	$11.20	$13.80	$13.80	$13.80

12-276B-Cat

Carpenter - Building / Heavy&Highway **05/01/2018**

JOB DESCRIPTION Carpenter - Building / Heavy&Highway **DISTRICT** 2

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

PARTIAL COUNTIES

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

WAGES
Wages per hour:

	07/01/2017	07/01/2018
Carpenter - ONLY for Artificial Turf/Synthetic Sport Surface	$ 29.88	Additional $ 1.50

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

SUPPLEMENTAL BENEFITS
Per hour worked plus paid holidays:

Journeyman	$ 21.45

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

HOLIDAY
Paid: See (2, 17) on HOLIDAY PAGE
Overtime: See (5, 6, 16) on HOLIDAY PAGE
Notes:
When a holiday falls upon a Saturday, it shall be observed on the preceding Friday. Whan a holiday falls upon a Sunday, it shall be observed on the following Monday.
An employee taking an unexcused day off the regularly scheduled day before or after a paid Holiday shall not receive Holiday pay.

REGISTERED APPRENTICES
Wages per hour:

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

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

Supplemental Benefits per hour worked plus paid holidays:

1st year term	$ 11.00
2nd year term	11.00
3rd year term	13.60
4th year term	13.60

2-42AtSS

Carpenter - Heavy&Highway 05/01/2018

JOB DESCRIPTION Carpenter - Heavy&Highway **DISTRICT** 12

ENTIRE COUNTIES
Erie

WAGES
Per hour:

	07/01/2017
Carpenter	$ 33.39
Certified Welder	34.89
Diver-Dry Day	34.39
Diver-Wet Day**	58.39
Diver Tender	34.39
Hazardous Material Worker	35.39
Piledriver	33.39
Millwright	34.89
Effluent & Slurry Diver-Wet Day	91.88

Hazardous Waste Worker: Hazardous sites requiring personal protective equipment.

** Diver rate applies to all hours worked on the day of dive.

Depth pay for divers:	0' to 50'	no additional fee
	51'to 100'	additional $0.50 per foot
	101' to 150'	additional $0.75 per foot
	151' to 200'	additional $1.25 per foot

Penetration pay:	0' to 50'	no additional fee
	51' to 100'	additional $0.75 per foot
	101' to deeper	additional $1.00 per foot

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

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

SUPPLEMENTAL BENEFITS
Per hour worked:

Carpenter(s)	$ 28.32
Diver(s)	28.32

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

HOLIDAY
Paid: See (2, 17) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:

One year terms at the following percentage of Journeyman's wage:
Indentured Prior to 01/01/2016

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

Indentured After 01/01/2016

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

Supplemental benefits per hour worked:

1st	2nd	3rd	4th	5th
$11.00	$11.00	$13.60	$13.60	$13.60

12-276HH-Erie

Electrician — 05/01/2018

JOB DESCRIPTION Electrician **DISTRICT** 3

ENTIRE COUNTIES
Erie

PARTIAL COUNTIES
Cattaraugus: Only the Townships of Ashford, East Otto, Ellicottville, Farmersville, Freedom, Franklinville, Lyndon, Machias, Mansfield, New Albion, Otto, Perrysburg, Persia and Yorkshire.
Genesee: Only the Townships of Alabama, Alexander, Darien, Oakfield,Pembroke and that portion of the Towns of Batavia and Elba that are west of Little Tonawanda Creek; Tonawanda Creek; the City limits of Batavia (in effect prior to Feb. 1, 1970) and State Highway 98 north of the City of Batavia, then north on Highway 98 to the Orleans County line.
Wyoming: Only the Townships of Arcade, Attica, Bennington, Eagle, Java, Orangeville, Sheldon and Wethersfield.

WAGES
Per hour: 07/01/2017

Electrician*	$ 34.64

* Includes teledata work

When shift work is mandated either in the job specification or by the contracting agency the following premiums apply:
17.3% for work from 4:30PM - 1:00AM
31.4% for work from 12:30AM - 9:00AM
Additional $0.50/hr in shafts over 25 ft. deep and in underground tunnels over 75 ft. long.
Additional $0.75/hr for work on toothpicks, structural steel, temporary platforms, swinging scaffolds, boatswain chairs, smoke stacks or water towers 30 ft above the floor or for work on rolling scaffolds and ladders over 50 ft.
Additional $1.50/hr for Cable Splicers on such work as lead, and shielded cable and splices or terminations on cable 5KV and above.
Additional $1.00/hr for Hot work (Atomic plants).
Additional $2.00/hr for work on radio, TV, light towers and floating platforms or climbing ladders in excess of 100 ft. high.

SUPPLEMENTAL BENEFITS
Per hour worked:
$ 26.10*
* NOTE - add 3% of the posted straight time or applicable premium wage rate.

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

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

REGISTERED APPRENTICES
Wages per hour:

Hour terms at the following wages:

0 to 1000	to 2000	to 3500	to 5000	to 6500	to 8000
$ 12.80	$ 13.85	$ 15.60	$ 19.05	$ 24.25	$ 27.70

Supplemental benefits per hour worked:

0 to 2000	to 6500	to 8000
$ 12.31*	$ 21.95*	$ 26.10*

* NOTE - add 3% of the posted straight time or applicable premium wage rate.

3-41

Elevator Constructor — 05/01/2018

JOB DESCRIPTION Elevator Constructor **DISTRICT** 3

ENTIRE COUNTIES
Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming

WAGES

Per hour:	07/01/2017
Elevator Constructor	$ 46.80
Helper	32.76

** IMPORTANT NOTICE - EFFECTIVE 04/01/2009 **
Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday or Tuesday thru Friday.

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

SUPPLEMENTAL BENEFITS
Per hour worked:
$ 31.59*
* Note - add 6% of regular hourly rate for all hours worked.

OVERTIME PAY
See (D, O) on OVERTIME PAGE

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

REGISTERED APPRENTICES
Wages per hour:

One year (1,700 hour each) terms at the following percentage of Journeyman's wage:

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

Supplemental benefits per hour worked:
$ 31.59**

* Note - 0-6 months of the 1st year term is paid at 50% of Journeyman's wage with no Supplemental benefits.

** Note - add 6% of regular hourly rate for all hours worked.

3-14

Glazier — 05/01/2018

JOB DESCRIPTION Glazier **DISTRICT** 3

ENTIRE COUNTIES
Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming

WAGES

Per hour:	07/01/2017
Glazier	$ 26.50
Working off Suspended Scaffold (Swing Stage)	27.50
Maintenance	13.00*

* Note - This rate to be used only for all repair and replacement work such as glass breakage, glass replacement, door repair and board ups.

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

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

SUPPLEMENTAL BENEFITS

Per hour worked:	
Journeymen Glazier	$ 20.92
Maintenance	13.04

OVERTIME PAY
See (B, E2, F, R) on OVERTIME PAGE

HOLIDAY

Paid:	See (1) on HOLIDAY PAGE for Glazier and Glazier Apprentices.
Paid:	See (5, 6) on HOLIDAY PAGE for Maintenance
Overtime:	See (5, 6) on HOLIDAY PAGE.

REGISTERED APPRENTICES
Wages per hour:

Glazier: 1000 hour terms at the following percentage of Journeyman's wage:

1st	2nd	3rd	4th	5th	6th	7th	8th
40%	45%	50%	55%	60%	70%	80%	90%

Supplemental benefits per hour worked:

1st & 2nd terms	$ 7.55
3rd & 4th terms	8.40
All other terms	9.30

3-660

Insulator - Heat & Frost — 05/01/2018

JOB DESCRIPTION Insulator - Heat & Frost **DISTRICT** 3

ENTIRE COUNTIES
Allegany, Cattaraugus, Chautauqua, Erie, Niagara, Wyoming

PARTIAL COUNTIES
Genesee: Only the Townships of Alabama, Alexander, Darien, Oakfield and Pembroke.

WAGES

Per Hour:	07/01/2017	05/01/2018 Additional
Heat & Frost Insulator	$ 32.60	$ 1.40

SUPPLEMENTAL BENEFITS

Per hour worked:	
	$ 22.34

OVERTIME PAY
See (B, *E, **Q) on OVERTIME PAGE
* Note - Double time after 10 hours on Saturday.
** Note - Triple time on Labor Day if WORKED.

HOLIDAY

Paid:	See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:

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

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

Supplemental Benefits per hour worked:

1st and 2nd	$ 17.94
All other terms	22.34

3-4

Ironworker **05/01/2018**

JOB DESCRIPTION Ironworker **DISTRICT** 3

ENTIRE COUNTIES
Cattaraugus, Chautauqua

PARTIAL COUNTIES
Allegany: Entire county except the Towns of Birdsall, Burns and Grove.
Erie: All except the Town of Grand Island north of Whitehaven Road.
Genesee: Only the Townships of Alabama, Alexander, Darien and Pembroke
Steuben: Only the Townships of Canisteo, Freemont, Greenwood,Hartsville, Hornell, Hornellsville, Howard, Jasper, Troupsburg and West Union
Wyoming: Only the Townships of Arcade, Attica, Bennington, Eagle,Gainsville, Java, Orangeville, Pike, Sheldon, Warsaw and Wethersfield.

WAGES
Per hour: 07/01/2017

Structural	$ 30.05
Ornamental	30.05
Layout	30.05
Rodmen	30.05
Reinforcing	30.05
Welders	30.05
Riggers & Mach. Movers	30.05
Curtain Wall Erector	30.05
Window Erector	27.70
Fence Erector	28.62

SUPPLEMENTAL BENEFITS
Per hour worked:

Fence erectors	$ 25.70
All others	27.20

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

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

REGISTERED APPRENTICES
Wages per hour:

One year terms at the following wage:

1st	2nd	3rd	4th
$ 16.50	$ 18.50	$ 20.50	$ 22.50

Supplemental benefits per hour worked:

1st	2nd	3rd	4th
$ 11.15	$ 20.08	$ 21.36	$ 22.63

3-6

Ironworker **05/01/2018**

JOB DESCRIPTION Ironworker **DISTRICT** 3

ENTIRE COUNTIES
Niagara

PARTIAL COUNTIES
Erie: Only that portion of the Township of Grand Island north of Whitehaven Road.
Orleans: Only the Townships of Ridgeway, Shelby and Yates.

WAGES

Per hour:	07/01/2017
Structural	$ 30.35
Ornamental	30.35
Reinforcing	30.35
Rigger & Mach. Mover	30.35
Pre-Engineered	30.35
Fence Erector	30.35
Pre-Cast Erector	30.35
Welder	30.35
Window Erector	30.35

SUPPLEMENTAL BENEFITS
Per hour worked:
$ 27.15

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

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

REGISTERED APPRENTICES
Wages per hour:

One year terms at the following wage:

1st term	$ 16.50
2nd term	18.50
3rd term	20.50
4th term	22.50

Supplemental benefits per hour worked:

1st term	$ 10.75
2nd term	17.65
3rd term	18.63
4th term	19.62

3-9

Laborer - Building — 05/01/2018

JOB DESCRIPTION Laborer - Building **DISTRICT** 3

ENTIRE COUNTIES
Erie

PARTIAL COUNTIES
Cattaraugus: Only the Townships of Perrysburg and the Village Gowanda.

WAGES
CLASS A: Basic, Safety Man, Flagman, Tool Room Man, Nurseryman, Demolition Worker, Top Man, Wrecker, IBC Barriers Except on Structures, Guard Rail, Asphalt Shovelers, Foundation Laborer over 8' in Depth, Hod Carriers, Plaster Tender, Plaster Scaffold Builder, Pneumatic Gas, Electric Tool Operator including all forms of Busters, Jackhammers and Chipping Guns, Steel Burners.

CLASS B: Mortar Mixer, Asphalt Smoothers, Pneumatic Gas, Electric Tool Operator including all forms of Busters, Jackhammers and Chipping Guns over 8' in depth.

CLASS C: Worker on any Swing Scaffold, Blaster, Plumbing Laborer, Wagon Drill Operator, Bottomman (caisson or cofferdam), Laser Setter, Asphalt Rakers, Asphalt Screed Man.

CLASS D: Stone Cutter, Curb Setter and Flag Layer.

CLASS E: Wearing of replaceable cartridge respirator.

CLASS F: Asbestos Removal, Deleader.

CLASS G: Hazardous Waste Worker.

Per hour:	07/01/2017	07/01/2018	07/01/2019
Building Laborer:		Additional	Additional
CLASS A	$ 26.83	$ 1.25	$ 1.25
CLASS B	27.00	1.25	1.25
CLASS C	27.11	1.25	1.25
CLASS D	27.58	1.25	1.25
CLASS E	27.83	1.25	1.25
CLASS F	28.33	1.25	1.25
CLASS G	28.83	1.25	1.25

SUPPLEMENTAL BENEFITS
Per hour worked:
$ 24.45

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

HOLIDAY
Paid: See (22) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:

Hour terms at the following percentage of Journeyman's wage:

0 to 500	to 1000	to 1500	to 2000	to 2500	to 3000	to 4000
55%	60%	65%	70%	75%	80%	90%

Supplemental benefits per hour worked:

$ 24.45

3-210b

Laborer - Heavy&Highway — 05/01/2018

JOB DESCRIPTION Laborer - Heavy&Highway **DISTRICT** 3

ENTIRE COUNTIES
Erie

WAGES
Heavy/Highway Laborer:
GROUP A: Basic, Drill Helper, Flagman, Outboard and Hand Boats, Demolition Worker, Nurseryman, IBC Barriers (except on structures), Guard Rails, Road Markers.

GROUP B: Grade Checker, Chain Saw, Concrete Aggregate Bin, Concrete Bootmen, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer, Pavement Breaker, Handlers of Steel Mesh, Small Generators for Laborers' Tools, Pipe Layers, Vibrator Type Rollers, Tamper, Drill Doctor, Tail or Screw Operator on Asphalt Paver, Water Pump Operators (2" and Single Diaphragm), Nozzle (Asphalt, Gunite, Seeding, and Sand Blasting), Laborers on Chain Link Fence Erection, Rock Splitter and Power Unit, Pusher Type Concrete Saw and all other Gas, Electric, Oil and Air Tool Operators, Wrecking Laborer and Laser Man.

GROUP C: All Rock or Drilling Machine Operators (Except Quarry Master and Similar Type), Acetylene Torch Operators, Asphalt Raker, Powderman and Welder.

GROUP D: Blasters, Curb and Flatwork Formsetter not on structures, Stone or Granite Curb Setters and Stone Cutter.

Per hour:	07/01/2017	07/01/2018	07/01/2019
Heavy/Highway Laborer:		Additional	Additional
GROUP A	$ 29.61	$ 1.25	$ 1.25
GROUP B	29.81	1.25	1.25
GROUP C	30.01	1.25	1.25
GROUP D	30.21	1.25	1.25

For all Deleader & Asbestos work add $1.50 to Group A rate.
For all Hazardous waste work add $2.00 to Group A rate.
For use of replaceable cartridge respirator add $1.00 to Group A rate.
An additional $3.00 per hour is required when a single irregular work shift starting any time from 5:00PM to 1:00AM is mandated either in the job specification or by the contracting agency.

Sewer/Water Laborer:
GROUP A: Basic, Flagman, Top man, Wreckers.

GROUP B: Foundation, Plaster tender, Scaffold bootman, Pneumatic, gas, electric, tool operator, jackhammer, chipping guns.

GROUP C: Mortar Mixer, over 8 ft. in depth.

GROUP D: Pavement formsetter, Steelburner, Caisson, Wagon Drill Oper., PipeLayer, Swing Scaffold.

GROUP E: Utility pave driver, Laser operator.

GROUP F: Blaster.

Per hour:	07/01/2017	07/01/2018	07/01/2019
Sewer/Water Laborer:			
GROUP A	$ 29.61	$ 1.25	$ 1.25
GROUP B	29.71	1.25	1.25
GROUP C	29.76	1.25	1.25
GROUP D	29.86	1.25	1.25
GROUP E	30.21	1.25	1.25
GROUP F	30.61	1.25	1.25

For all Deleader & Asbestos work add $1.50 to Group A rate.
For all Hazardous waste work add $2.00 to Group A rate.
An additional $3.00 per hour is required when a single irregular work shift starting any time from 5:00PM to 1:00AM is mandated either in the job specification or by the contracting agency.

SUPPLEMENTAL BENEFITS
Per hour worked:
$ 24.45

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

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

REGISTERED APPRENTICES
Wages per hour:

Hour terms at the following percentage of Journeyman's wage:

0 to 500	to 1000	to 1500	to 2000	to 2500	to 3000	to 4000
55%	60%	65%	70%	75%	80%	90%

Supplemental benefits per hour worked:

$ 24.45

3-210h

Laborer - Tunnel — 05/01/2018

JOB DESCRIPTION Laborer - Tunnel **DISTRICT** 3

ENTIRE COUNTIES
Erie

WAGES
CLASS A: Mole Nipper, Powder Handler, Changehouse Attendant and Top Laborer.

CLASS B: Air Spade, Jackhammer, Pavement Breaker.

CLASS C: Top Bell.

CLASS D: Bottom Bell, Side or Roofbelt Driller, Maintenance men, Burners, Block Layers, Rodmen, Caulkers, Miners helper, Trackmen, Nippers, Derailmen, Electrical Cablemen, Hosemen, Groutmen, Gravelmen, Form Workers, Movers and Shaftmen, Conveyor men.

CLASS E: Powder Monkey.

CLASS F: Blasters, Ironmen and Cement Worker, Miner, Welder, Heading Driller.

CLASS G: Steel Erectors, Piledriver, Rigger.

Per hour:	07/01/2017	07/01/2018	07/01/2019
Tunnel Laborer:		Additional	Additional
CLASS A	$ 31.11	$ 1.25	$ 1.25
CLASS B	31.26	1.25	1.25
CLASS C	31.36	1.25	1.25
CLASS D	31.86	1.25	1.25
CLASS E	31.96	1.25	1.25
CLASS F	32.36	1.25	1.25
CLASS G	32.61	1.25	1.25

For all Deleader & Asbestos work add $1.50 to Class A rate.
For all Hazardous waste add $2.00 to Class A rate.
For use of replaceable cartridge respirator add $1.00 to Group A rate.
An additional $3.00 per hour is required when a single irregular work shift starting any time from 5:00PM to 1:00AM is mandated either in the job specification or by the contracting agency.

SUPPLEMENTAL BENEFITS
Per hour worked:
$ 24.45

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

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

REGISTERED APPRENTICES
Wages per hour:

Hour terms at the following percentage of Journeyman's wage:

0 to 500	to 1000	to 1500	to 2000	to 2500	to 3000	to 4000
55%	60%	65%	70%	75%	80%	90%

Supplemental benefits per hour worked:
$ 24.45

3-210t

Lineman Electrician — 05/01/2018

JOB DESCRIPTION Lineman Electrician **DISTRICT** 6

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

WAGES
Per hour:

NOTE: Includes Teledata Work within ten (10) feet of High Voltage Transmission Lines

Below rates applicable on all overhead and underground distribution and maintenance work, and all overhead and underground transmission line work and the installation of fiber optic cable where no other construction trades are or have been involved. (Ref #14.01.01)

	07/01/2017	05/07/2018	05/06/2019	05/04/2020
Lineman, Technician	$ 49.20	$ 50.60	$ 52.05	$ 53.50
Crane, Crawler Backhoe	49.20	50.60	52.05	53.50
Welder, Cable Splicer	49.20	50.60	52.05	53.50
Digging Mach. Operator	44.28	45.54	46.85	48.15
Tractor Trailer Driver	41.82	43.01	44.24	45.48
Groundman, Truck Driver	39.36	40.48	41.64	42.80
Equipment Mechanic	39.36	40.48	41.64	42.80
Flagman	29.52	30.36	31.23	32.10

Additional $1.00 per hour for entire crew when a helicopter is used.

Below rates applicable on all electrical sub-stations, switching structures, fiber optic cable and all other work not defined as "Utility outside electrical work". (Ref #14.02.01-A)

Lineman, Technician	$ 49.20	$ 50.60	$ 52.05	$ 53.50
Crane, Crawler Backhoe	49.20	50.60	52.05	53.50
Cable Splicer	54.12	55.66	57.26	58.85
Certified Welder -				
Pipe Type Cable	51.66	53.13	54.65	56.18
Digging Mach. Operator	44.28	45.54	46.85	48.15
Tractor Trailer Driver	41.82	43.01	44.24	45.48
Groundman, Truck Driver	39.36	40.48	41.64	42.80
Equipment Mechanic	39.36	40.48	41.64	42.80
Flagman	29.52	30.36	31.23	32.10

Additional $1.00 per hour for entire crew when a helicopter is used.

Below rates apply on switching structures, maintenance projects, railroad catenary install/maintenance third rail installation, bonding of rails and pipe type cable and installation of fiber optic cable. (Ref #14.02.01-B)

Lineman, Tech, Welder	$ 50.52	$ 51.92	$ 53.37	$ 54.82
Crane, Crawler Backhoe	50.52	51.92	53.37	54.82
Cable Splicer	55.57	57.11	58.71	60.30
Certified Welder -				
Pipe Type Cable	53.05	54.52	56.04	57.56
Digging Mach. Operator	45.47	46.73	48.03	49.34
Tractor Trailer Driver	42.94	44.13	45.36	46.60
Groundman, Truck Driver	40.42	41.54	42.70	43.86
Equipment Mechanic	40.42	41.54	42.70	43.86
Flagman	30.31	31.15	32.02	32.89

Additional $1.00 per hour for entire crew when a helicopter is used.

Below rates applicable on all overhead and underground transmission line work & fiber optic cable where other construction trades are or have been involved. This applies to transmission line work only, not other construction. (Ref #14.03.01)

Lineman, Tech, Welder	$ 51.71	$ 53.11	$ 54.56	$ 56.01
Crane, Crawler Backhoe	51.71	53.11	54.56	56.01
Cable Splicer	51.71	53.11	54.56	56.01
Digging Mach. Operator	46.54	47.80	49.10	50.41
Tractor Trailer Driver	43.95	45.14	46.38	47.61
Groundman, Truck Driver	41.37	42.49	43.65	44.81
Equipment Mechanic	41.37	42.49	43.65	44.81
Flagman	31.03	31.87	32.74	33.61

Additional $1.00 per hour for entire crew when a helicopter is used.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1ST SHIFT	8:00 AM to 4:30 PM REGULAR RATE
2ND SHIFT	4:30 PM to 1:00 AM REGULAR RATE PLUS 17.3 %
3RD SHIFT	12:30 AM to 9:00 AM REGULAR RATE PLUS 31.4 %

** IMPORTANT NOTICE **
Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.
*Effective 05/06/2013, Tuesday thru Friday may be worked with no make-up day.

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

SUPPLEMENTAL BENEFITS
Per hour worked (also required on non-worked holidays):

The following SUPPLEMENTAL BENEFITS apply to all classification categories of CONSTRUCTION, TRANSMISSION and DISTRIBUTION.

Journeyman	$ 22.65	$ 23.40	$ 24.15	$ 24.90

*plus 6.75% of hourly wage	*plus 6.75% of hourly wage	*plus 6.75% of hourly wage	*plus 6.75% of hourly wage

*The 6.75% is based on the hourly wage paid, straight time rate or premium rate.

OVERTIME PAY
See (B, E, Q,) on OVERTIME PAGE. *Note* Double time for all emergency work designated by the Dept. of Jurisdiction.
NOTE: WAGE CAP...Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

Paid	See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.
Overtime	See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

REGISTERED APPRENTICES
WAGES: 1000 hour terms at the following percentage of the applicable Journeyman Lineman wage.

1st	2nd	3rd	4th	5th	6th	7th
60%	65%	70%	75%	80%	85%	90%

SUPPLEMENTAL BENEFITS: Same as Journeyman

6-1249a

Lineman Electrician - Teledata — 05/01/2018

JOB DESCRIPTION Lineman Electrician - Teledata **DISTRICT** 6

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

WAGES
Per hour:

FOR OUTSIDE WORK.

	07/01/2017
Cable Splicer	$ 30.90
Installer, Repairman	29.33
Teledata Lineman	29.33
Technician, Equipment Operator	29.33
Groundman	15.56

NOTE: EXCLUDES Teledata work within ten (10) feet of High Voltage (600 volts and over) transmission lines. For this work please see LINEMAN.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED:

1ST SHIFT	REGULAR RATE
2ND SHIFT	REGULAR RATE PLUS 10%
3RD SHIFT	REGULAR RATE PLUS 15%

SUPPLEMENTAL BENEFITS
Per hour:

Journeyman	$ 4.43 *plus 3% of wage paid

*The 3% is based on the hourly wage paid, straight time rate or premium rate.

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

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

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

6-1249LT - Teledata

Lineman Electrician - Traffic Signal, Lighting 05/01/2018

JOB DESCRIPTION Lineman Electrician - Traffic Signal, Lighting **DISTRICT** 6

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

WAGES
Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors which includes, but is not limited to road loop wires; conduit and plastic or other type pipes that carry conductors, flex cables and connectors, and to oversee the encasement or burial of such conduits or pipes.

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

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

(Ref #14.01.01)

Per hour:

	07/01/2017	05/07/2018	05/06/2019	05/04/2020
Lineman, Technician	$ 42.65	$ 43.80	$ 45.00	$ 46.20
Crane, Crawler Backhoe	42.65	43.80	45.00	46.20
Certified Welder	44.78	45.99	47.25	48.51
Digging Machine	38.39	39.42	40.50	41.58
Tractor Trailer Driver	36.25	37.23	38.25	39.27
Groundman, Truck Driver	34.12	35.04	36.00	36.96
Equipment Mechanic	34.12	35.04	36.00	36.96
Flagman	25.59	26.28	27.00	27.72

Above rates applicable on all Lighting and Traffic Signal Systems with the installation, testing, operation, maintenance and repair of all traffic control and illumination projects, traffic monitoring systems, road weather information systems and the installation of Fiber Optic Cable.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1ST SHIFT	8:00 AM TO 4:30 PM	REGULAR RATE
2ND SHIFT	4:30 PM TO 1:00 AM	REGULAR RATE PLUS 17.3%
3RD SHIFT	12:30 AM TO 9:00 AM	REGULAR RATE PLUS 31.4%

** IMPORTANT NOTICE **
Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. *Effective 05/06/2013, Tuesday thru Friday may be worked with no make-up day.

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

SUPPLEMENTAL BENEFITS
Per hour worked (but also required on non-worked holidays):

Journeyman	$ 22.65 *plus 6.75% of hourly wage	$ 23.40 *plus 6.75% of hourly wage	$ 24.15 *plus 6.75% of hourly wage	$ 24.90 *plus 6.75% of hourly wage

*The 6.75% is based on the hourly wage paid, straight time rate or premium rate.
Supplements paid at STRAIGHT TIME rate for holidays.

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE. *Note* Double time for all emergency work designated by the Dept. of Jurisdiction.
NOTE: WAGE CAP...Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY
Paid: See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.
Overtime: See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

REGISTERED APPRENTICES
WAGES: Per hour. 1000 hour terms.

	07/01/2017	05/07/2018	05/06/2019	05/04/2020
1st term	$ 25.59	$ 26.28	$ 27.00	$ 27.72
2nd term	27.72	28.47	29.25	30.03
3rd term	29.86	30.66	31.50	32.34
4th term	31.99	32.85	33.75	34.65
5th term	34.12	35.04	36.00	36.96
6th term	36.25	37.23	38.25	39.27
7th term	38.39	39.42	40.50	41.58

SUPPLEMENTAL BENEFITS: Same as Journeyman

6-1249a-LT

Lineman Electrician - Tree Trimmer — 05/01/2018

JOB DESCRIPTION Lineman Electrician - Tree Trimmer **DISTRICT** 6

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

WAGES
Per hour:

Applies to line clearance, tree work and right-of-way preparation on all new or existing energized overhead or underground electrical, telephone and CATV lines. This also would include stump removal near underground energized electrical lines, including telephone and CATV lines.

	07/01/2017
Tree Trimmer	$ 23.95
Equipment Operator	21.13
Equipment Mechanic	21.13
Truck Driver	17.52
Groundman	14.36
Flag person	10.23

SUPPLEMENTAL BENEFITS
Per hour worked (but also required on non-worked holidays):

Journeyman	$ 9.98 *plus 3% of hourly wage

* The 3% is based on the hourly wage paid, straight time rate or premium rate.

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

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

HOLIDAY
Paid: See (5, 6, 8, 15, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 16, 25) on HOLIDAY PAGE
NOTE: All paid holidays falling on a Saturday shall be observed on the preceding Friday.
All paid holidays falling on a Sunday shall be observed on the following Monday.

6-1249TT

Mason - Building 05/01/2018

JOB DESCRIPTION Mason - Building **DISTRICT** 5

ENTIRE COUNTIES
Erie, Niagara

PARTIAL COUNTIES
Cattaraugus: Only the Township of Perrysburg and the Village of Gowanda.

WAGES

Per Hour:	07/01/2017	07/01/2018
Building:		Additional
Bricklayer	$ 31.10	$ 1.25
Stone Mason	31.10	1.25
Tuck Pointer	31.10	1.25

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

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

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyman	$ 25.48

OVERTIME PAY
See (B,E,E2*,Q) on OVERTIME PAGE
*Note - Or other conditions beyond the employer's control such as fire or natural disaster.

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

REGISTERED APPRENTICES
Wages per hour:

1250 hour terms at the following wage:

1st	2nd	3rd	4th
$ 17.91	$ 18.26	$ 21.40	$ 25.29

Supplemental benefits per hour worked:

1st	2nd	3rd	4th
$ 10.28	$ 17.03	$ 18.88	$ 20.68

5-3B-Z3

Mason - Building 05/01/2018

JOB DESCRIPTION Mason - Building **DISTRICT** 3

ENTIRE COUNTIES
Erie, Niagara

PARTIAL COUNTIES
Cattaraugus: Only the Township of Perrysburg and the Village of Gowanda.

WAGES

Per hour:	07/01/2017	04/01/2018	04/01/2019
Plasterer	$ 29.15	$ 29.65	$ 30.15

Additional $3.00/hr for work on swing stage over 20 feet.

SUPPLEMENTAL BENEFITS
Per hour worked:

$ 18.99	$ 19.74	$ 20.49

OVERTIME PAY
Exterior work only See (B, E, E2, Q) on OVERTIME PAGE.
All other work See (B, E, Q) on OVERTIME PAGE.

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

REGISTERED APPRENTICES
Wages per hour:

Hour terms at the following dollar amounts:

0 to 1000	to 2000	to 3000	to 4000	to 4700	to 5400	to 6000
$ 11.30	$ 12.30	$ 13.30	$ 14.30	$ 16.30	$ 17.30	$ 18.30

Supplemental benefits per hour worked:

Hour terms at the following dollar amounts:

0 to 4000	to 4700	to 5400	to 6000
$ 2.50	$ 2.50	$ 3.50	$ 4.50

3-9-Pltr

Mason - Building / Heavy&Highway — 05/01/2018

JOB DESCRIPTION Mason - Building / Heavy&Highway **DISTRICT** 3

ENTIRE COUNTIES
Erie

PARTIAL COUNTIES
Cattaraugus: Only the Township of Perrysburg and the Village of Gowanda.

WAGES

Per hour:	07/01/2017	07/01/2018 Additional	07/01/2019 Additional
Cement Mason	$ 30.00	$ 1.00	$ 1.00

Additional $0.25 per hr for Swing scaffold or exterior scaffold 42' or higher.
Additional $1.00 per hr when required to wear respirator.

SUPPLEMENTAL BENEFITS
Per hour paid:

$ 29.67

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

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

REGISTERED APPRENTICES
Wages per hour:

750 hour terms at the following dollar amounts:

1st	2nd	3rd	4th	5th	6th
$ 13.65	$ 14.65	$ 17.65	$ 19.65	$ 21.65	$ 23.65

Supplemental benefits per hour paid:

1st	2nd	3rd	4th	5th	6th
$ 8.36	$ 11.22	$ 12.90	$ 16.08	$ 18.25	$ 21.60

3-111Erie

Mason - Heavy&Highway — 05/01/2018

JOB DESCRIPTION Mason - Heavy&Highway **DISTRICT** 5

ENTIRE COUNTIES

Allegany, Broome, Cattaraugus, Chautauqua, Chemung, Chenango, Cortland, Delaware, Erie, Genesee, Livingston, Monroe, Niagara, Ontario, Orleans, Otsego, Schuyler, Seneca, Steuben, Tioga, Tompkins, Wayne, Wyoming, Yates

WAGES

Per hour:	07/01/2017
Heavy & Highway:	
Cement Mason	$30.58
Bricklayer	30.58

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

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

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman	$ 21.08

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

1500 hour terms at the following percentage of Journeyman's wage:

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

Supplemental benefits per hour worked:

1st term	$ 13.58
2nd - 4th term	21.08

5-3h

Mason - Tile Finisher — 05/01/2018

JOB DESCRIPTION Mason - Tile Finisher **DISTRICT** 5

ENTIRE COUNTIES

Erie, Niagara, Orleans

PARTIAL COUNTIES

Cattaraugus: Only the Township of Perrysburg and the Village of Gowanda.

WAGES

Per hour:	07/01/2017	07/01/2018
Building:		Additional
Marble, Slate, Terrazzo and Tile Finisher	$ 29.13	$ .25

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

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

SUPPLEMENTAL BENEFITS

Per hour worked: $ 15.80

OVERTIME PAY

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

*Note - Or other conditions beyond the employer's control such as fire or natural disaster.

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

1200 hours 1st and 2nd term and 1300 hours 3rd term at the following wage:

1st	2nd	3rd
$ 15.23	$ 17.86	$ 23.90

Supplemental benefits per hour worked:

1st	2nd	3rd
$ 7.14	$ 9.02	$ 12.00

5-3TF - Z3

Mason - Tile Setter — 05/01/2018

JOB DESCRIPTION Mason - Tile Setter **DISTRICT** 5

ENTIRE COUNTIES
Erie, Niagara, Orleans

PARTIAL COUNTIES
Cattaraugus: Only in the Township of Perrysburg and the Village of Gowanda.

WAGES

Per hour:	07/01/2017	07/01/2018
Building:		Additional
Marble, Slate, Terrazzo and Tile Setter	$ 31.45	$ 1.25

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

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

SUPPLEMENTAL BENEFITS
Per hour worked: $ 24.63

OVERTIME PAY
See (B,E,E2*,Q) on OVERTIME PAGE
*Note - Or other conditions beyond the employer's control such as fire or natural disaster.

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

REGISTERED APPRENTICES
Wages per hour:

1250 hour terms at the following wage:

1st	2nd	3rd	4th
$ 17.64	$ 18.03	$ 21.22	$ 25.31

Supplemental benefits per hour worked:

1st	2nd	3rd	4th
$ 10.30	$ 16.95	$ 18.71	$ 20.19

5-3TS - Z3

Millwright — 05/01/2018

JOB DESCRIPTION Millwright **DISTRICT** 12

ENTIRE COUNTIES
Erie, Genesee, Niagara, Orleans, Wyoming

WAGES

Per hour:	07/01/2017
Millwright	$ 31.70
Certified Welder	32.95
Hazardous Waste Work	32.95

Field Machinist 32.95

SUPPLEMENTAL BENEFITS
Per hour Paid:
$ 27.40

OVERTIME PAY
See (B, E, *E2, Q) on OVERTIME PAGE
*Note - Saturday may be used as a make-up day and worked at the straight time rate of pay during a work week when conditions such as weather, power failure, fire, or natural disaster prevent the performance of work on a regular scheduled work day.

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

REGISTERED APPRENTICES
Wages per hour:

1300 hour terms at the following percentage of Journeyman's wage:

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

Supplemental Benefits per hour worked:

1st	2nd	3rd	4th
$10.85	$ 22.44	$ 24.09	$ 25.75

12-1163-Gen/Nia/Orl/Wyo

Operating Engineer - Building — 05/01/2018

JOB DESCRIPTION Operating Engineer - Building **DISTRICT** 12

ENTIRE COUNTIES
Cattaraugus, Chautauqua, Erie, Orleans, Wyoming

PARTIAL COUNTIES
Genesee: Only that portion of the county that lies west of a line down the center of Route 98 excluding that area that lies within the City of Batavia.

WAGES
CLASS A: Air Hoist, All Boom Type Equipment, All Pans and Carry-Alls, Archer Hoist, Asphalt Curb and Gutter Machines, Asphalt Roller, Asphalt Spreader or Paver, Automatic Fine Grade Machine (CMI or similar, first and second operator), Backhoe and Pullhoe, Backhoe and Pullhoe (tractor mounted, rubber tired), Back Filling Machine, Belt Placer (CMI or similar type), Bending Machine (Pipe), Bituminous Spreader and Mixer, Blacktop Plants (Automated and Non-automated), Blast or Rotary Drill (Truck or Track Mounted), Blower for Burning Brush, Boiler (when used for power), Boom Truck (excluding pick-up and delivery), Boring Machine, Bulldozer, Cableway, Cage Hoist, Caisson Auger, Central Mix Plant (and all concrete batching plants), Cherry Picker, Concrete Cleaning Decontamination Machine Operator, Concrete Curb and Gutter Machine, Concrete Curing Machine, Concrete Cutters (Vermeer or Similar Type), Concrete Mixer (over 1/2 cu yd.), Concrete Pavement Spreaders and Finishers, Concrete Paver, Concrete Pump, Conveyor, Core Drill, Crane, Crusher, Decon of Equipment, Derrick, Dragline, Dredge, Drill Rig (Tractor Mounted), Dual Drum Paver, Electric Pump used in conjunction with Well Point Systems, Elevating Grader (self propelled or towed), Elevator, Excavator (all purpose, hydraulically operated), Farm Tractor with Accessories, Fine Grade Machine, Forklift, Front End Loader, Generator (10 outlets or more), Gradall, Grader, Grout or Gunite Machine, Head Tower, Heavy Equipment Robotics Operator/Mechanic, Helicopter (when used for hoisting), Hoist (one drum), Hoisting Engine, Horizontal Directional Drill Locator, Horizontal Directional Drill Operator, Hydraulic Boom, Hydraulic Hammer (self-propelled), Hydraulic Pipe Jack Machine (or similar type machine), Hydraulic Rock Expander (or similar type machine), Hydraulic System Pumps, Hydro Crane, Hydro Hammer (or similar type), Industrial Tractor, Jersey Spreader, Kolman Plant Loader (and similar type loaders), Laser Screed, Locomotive, Lubrication Truck, Maintenance Engineer, Maintenance, Lubrication Unit or Truck, Mine Hoist, Mixer for Stabilized Base (self-propelled), Monorail, Motorized Hydraulic Pin Puller, Motorized Hydraulic Seeder, Mucking Machine, Mulching Machine, Multiple Drum Hoist (more than one drum in use), Overhead Crane, Peine Crane (or similar type), Pile Driver, Plant Engineer, Pneumatic Mixer, Post Hole Digger and Driver, Power Broom, Pump Crete, Push Button Hoist, Push or Snatch Cat, Quarry Master or equivalent, Road Widener, Rock Bit Sharpener (all types), Roller (all), Rolling Machine (pipe), Rotomill, Scissors Trucks, Lift, or Boom Lift of any type (when used for hoisting), Scoopmobile, Shovel, SideBoom, Skidsteer/Bobcat (Similar Type), Skimmer, Slip Form Paver (CMI or similar type), Snorkel/Vacuum Truck, Strato-Tower, Stump Chipping Machine, Tire Truck and Drivers performing tire repair (exclude outside vendor), Towed Roller, Tractor Drawn Belt-Type Grader/Loader, Tractor Shovel, Tractor with Towed Accessories, Tractor (when using winch power), Tractors, Trencher, Truck Crane, Truck Mechanic and Helper (exclude Teamsters when repairing their own trucks), Tunnel Shovel, Tube Finisher (CMI and similar type), Ultra High Pressure Waterjet Cutting Tool System Operator/Mechanic, Vacuum Blasting Machine Operator/Mechanic, Vibratory Compactor, Vibro Tamp, Well Drilling Machine, Well Point, Winch, Winch Truck with A Frame.

CLASS B: Aggregate Bin, Aggregate Plant, Apprentice Engineer, Apprentice Engineer Driver, Articulated Off Road Material Hauler, Boiler (used in conjunction with production), CMI and similar type Concrete Spreads (Apprentice Engineer), Cement Bin, Chipping Machine and Chip Spreader, Compressors (4 or less), Compressors (any size, but subject to other provisions for Compressors, Dust Collectors, Generators, Mechanical Heaters, Pumps, Welding Machines - four of any type or combination), Concrete Mixer (1/2 cu. yd. and under), Fireman, Form Tamper, Form Trucks (excluding Teamster or delivery), Fuel Truck or Drivers (exclude Teamster or delivery), Heaters, Heating Boiler (used for temporary heat), Helper on Lubrication Unit or Truck, Jeep Trencher, Power Heaterman, Power Plant in excess of 10 K.W., Pumps, Revinius Widener, Steam Boilers (if manning or license by local law is required), Steam Cleaner (when used for cleaning equipment on the job site), Welding Machine (1 machine over 300 amps or 2 or 3 machines regardless of amps).

Operating Engineer- Building:

Per hour:	07/01/2017
Master Mechanic	$ 36.70
Asst.Master Mechanic	36.06
Crane(boom over 100ft)	36.11
" (boom over 200ft)	36.61
" (boom over 300ft)	37.11
CLASS A	35.61
CLASS B	31.13

Additional $1.00 per hour for tunnel work.
Additional $2.50 per hour for CHEMICAL, HAZARDOUS OR TOXIC WASTE projects.
Additional $3.00 per hour for all lattice boom cranes and any hydraulic crane over 60 ton capacity.

SUPPLEMENTAL BENEFITS
Per Hour:

Journeyman	$ 28.90*

*Note: For Overtime Hours $20.70 of this amount is paid a straight time, the remaining balance of $8.20 is paid at the same premium as the wage.

OVERTIME PAY
See (B, E, *E2, P) on OVERTIME PAGE
* Only Saturdays between October 15th and April 15th.

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

REGISTERED APPRENTICES
Wages per hour:
1 year Terms

1st	2nd	3rd	4th
$26.70	$27.59	$28.47	$29.36

Supplemental benefits Per Hour:
All Apprentices $28.00*

*Note: For Overtime Hours $20.60 of this amount to be paid a straight time rate remaining balance of $7.40 is paid at same premium as the wage.

12-17b

Operating Engineer - Heavy&Highway 05/01/2018

JOB DESCRIPTION Operating Engineer - Heavy&Highway **DISTRICT** 12

ENTIRE COUNTIES
Cattaraugus, Chautauqua, Erie, Orleans, Wyoming

PARTIAL COUNTIES
Genesee: Only that portion of the county that lies west of a line down the center of Route 98 excluding that area that lies within the City of Batavia.

WAGES

CLASS A: Air Hoist, All Boom Type Equipment, All Pans and Carry-Alls, Asphalt Curb and Cutter Machines, Asphalt Roller, Asphalt Spreader or Paver, Automatic Fine Grade Machine (CMI or similar, first and second operator), Backhoe and Pullhoe (all), Back Filling Machine, Belt Placer (CMI or similar type), Bending Machine (pipe), Bituminous Spreader and Mixer, Blacktop Plant (all), Blast or Rotary Drill (Truck or Track Mounted), Blower for Burning Brush, Boiler (when used for power), Boom Truck, Boring Machine, Bulldozer, Cableway, Cage Hoist, Caisson Auger, Central Mix Plant (and all Concrete Batching Plants), Cherry Picker, Concrete Cleaning Decontamination Machine, Concrete Curb and Gutter Machine, Concrete Curing Machine, Concrete Mixer (over 1/2 cu. yd.), Concrete Pavement Spreaders and Finishers, Concrete Paver, Concrete Pump, Concrete Saw (self propelled), Conveyor, Convoying Vehicles Convoying Engineer's Equipment, Core Drill, Crane, Crusher, Decontamination of Equipment, Derrick, Dragline, Dredge, Drill Rig (Tractor Mounted), Dual Drum Paver, Electric Pump used in conjunction with Well Point Systems, Elevating Grader (self propelled or towed), Elevator, Excavator (all purpose, hydraulically operated), Farm Tractor with Accessories, Fine Grade Machine, Forklift, Front End Loader, Gradall, Grader, Grout or Gunite Machine, Head Tower, Heavy Equipment Robotics Operator/Mechanic, Hoist (all types), Hoisting Engine, Horizontal Directional Drill Locator, Horizontal Directional Drill Operator, Hydraulic Boom, Hydraulic Hammer (self propelled), Hydraulic Pipe Jack Machine, (or similar type machine), Hydraulic Rock Expander (or similar type machine), Hydraulic System Pumps, Industrial Tractor, Jersey Spreader, Kolman Plant Loader (and similar type Loaders), Laser Screed, Locomotive, Log Skidder (similar type), Maintenance Engineer, Maintenance, Lubrication Unit or Truck, Mine Hoist, Mixer for Stabilized Base (self propelled), Monorail, Motorized Hydraulic Pin Puller, Motorized Hydraulic Seeder, Mucking Machine, Mulching Machine, Overhead Crane, Parts Chasing, Peine Crane (or similar type), Pile Driver, Plant Engineer, Pneumatic Mixer, Post Hole Digger and Post Driver, Power Broom, Pump Crete, Push Button Hoist, Push or Snatch Cat, Quarry Master (or equivalent), Road Widener, Rock Bit Sharpener (all types), Roller (all), Rolling Machine (Pipe), Rotomill, Scoopmobile, Shovel, Side Boom, Skidsteer/Bobcat (similar type), Skimmer, Slip Form Paver (CMI or similar, first and second operator), Snorkel/Vacuum Truck, Strato-Tower, Tire Truck & Repair, Towed Roller, Tractor Drawn Belt-Type Grader/Loader, Tractor Shovel, Tractor with Towed Accessories, Tractors (when using winch power), Trencher, Truck Crane, Tug Boats, Tunnel Shovel, Tube Finisher (CMI and similar), Vacuum Blasting Machine Operator/Mechanic, Vibratory Compactor, Vibro Tamp, Waterjet Cutting Tool System Operator/Mechanic (Ultra High Pressure), Well Drilling Machine, Well Point, Winch, Winch Truck with A Frame.

CLASS B: Aggregate Bin, Aggregate Plant, Apprentice Engineer, Apprentice Engineer Driver, Articulated Off Road Material Hauler, CMI and similar type Concrete Spreads (Apprentice Engineer), Cement Bin, Chipping Machine and Chip Spreader, Compressors (4 or less), Compressors: any size, but subject to other provisions for Compressors, Dust Collectors, Generators, Mechanical Heaters, Pumps, Welding Machines (four of any type or combination), Concrete Mixer (1/2 cu. yd. and under), Fireman, Form Tamper, Fuel Truck, Heating Boiler (used for temporary heat), Helper on Lubrication Unit or Truck, Jeep Trencher, Power Heaterman, Power Plant in excess of 10 K.W., Pumps (4" or over), Revinius Widener, Steam Cleaner, Stump Chipping Machine, Welding Machine (1 machine over 300 amps or 2 or 3 machines regardless of amps).

Operating Engineer- Building Site, Heavy/Highway, Sewer/Water, Tunnel:

Per hour:	07/01/2017
Master Mechanic	$ 38.41
Asst.Master Mechanic	37.77
Crane(boom over 100ft)	38.09
" (boom over 200ft)	38.34
" (boom over 300ft)	38.84
CLASS A	37.34
CLASS B	32.84

Additional $1.00 per hour for tunnel work
Additional $2.50 per hour for CHEMICAL, HAZARDOUS OR TOXIC WASTE projects.
Additional $3.00 per hour for all lattice boom cranes and any hydraulic crane over 60 ton capacity.
For work bid after 07/01/2014 an additional $3.00 per hour when shift work is mandated either in the job specifications or by the contracting agency.

SUPPLEMENTAL BENEFITS
Per hour:

Journeymen	$ 29.81*

*Note: For Overtime Hours $21.61 of the amount paid at straight time, the remaining balance of $8.20 is paid at the same premium as the wage.

OVERTIME PAY
See (B, E, Q, T) on OVERTIME PAGE

HOLIDAY
Paid: See (*5, **6) on HOLIDAY PAGE
Overtime: See (***5, ****6) on HOLIDAY PAGE
*,** NOTE: If Holiday falls on a Sunday it will be celebrated on Monday
,* NOTE: If employee works that Monday use "T" under Overtime Pay.

REGISTERED APPRENTICES
Wages per hour:
Apprentices at 1 year terms

1st	2nd	3rd	4th
$29.84	$30.84	$31.84	$32.84

Supplemental Benefits

All Apprentices $29.41*

Note: For Overtime Hours $21.61 of this amount is paid at straight time , the remaining balance of $7.80 is paid at the same premium as the wage.

12-17 hh/sw/t

Operating Engineer - Marine Dredging 05/01/2018

JOB DESCRIPTION Operating Engineer - Marine Dredging **DISTRICT** 4

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

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

Per Hour:

DREDGING OPERATIONS	07/01/2017	10/01/2017
CLASS A		
Operator, Leverman, Lead Dredgeman	$ 37.25	$ 38.18
CLASS A1 Dozer,Front Loader Operator	To conform to Operating Engineer Prevailing Wage in locality where work is being performed including benefits.	
CLASS B		
Barge Operator Spider/Spill Tug Operator(over1000hp), OperatorII, Fill Placer, Derrick Operator, Engineer, Chief Mate, Electrician, Chief Welder, Maintenance Engineer	$ 32.21	$33.02
Certified Welder, Boat Operator(licensed)	$ 30.33	$ 31.09
CLASS C		
Drag Barge Operator, Steward, Mate, Assistant Fill Placer,	$ 29.50	$ 30.24
Welder (please add)	$ 0.06	
Boat Operator	$ 28.54	$ 29.26
CLASS D		
Shoreman, Deckhand, Rodman, Scowman, Cook, Messman, Porter/Janitor	$ 23.71	$ 24.30
Oiler(please add)	$ 0.09	

SUPPLEMENTAL BENEFITS
Per Hour:
THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

	07/01/2017	10-01-2017
All Classes A & B	$10.75 plus 8%	$11.23 plus 8%

	of straight time wage, Overtime hours add $ 0.63	of straight time wage, Overtime hours add $ 0.63
All Class C	$10.45 plus 8% of straight time wage, Overtime hours add $ 0.48	$10.93 plus 8% of straight time wage, Overtime hours add $ 0.48
All Class D	$10.15 plus 8% of straight time wage, Overtime hours add $ 0.33	$10.63 plus 8% of straight time wage, Overtime hours add $ 0.33

OVERTIME PAY
See (B, F, R) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 26) on HOLIDAY PAGE

4-25a-MarDredge

Operating Engineer - Survey Crew — 05/01/2018

JOB DESCRIPTION Operating Engineer - Survey Crew **DISTRICT** 12

ENTIRE COUNTIES
Cattaraugus, Chautauqua, Erie, Orleans, Wyoming

PARTIAL COUNTIES
Genesee: Only that portion of the county that lies west of a line down the center of Route 98 excluding that area that lies within the City of Batavia.

WAGES
These rates apply to Building and Heavy Highway.

Per hour:
SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.
Instrument Person - One who operates the surveying instruments.
Rod Person - One who holds the rods and assists the Instrument Person.

	07/01/2017
Party Chief	$ 39.46
Instrument Person	37.25
Rod Person	25.91

Additional $3.00 per hr. for work in a Tunnel.
Additional $2.50 per hr. for EPA or DEC certified toxic or hazardous waste work.

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyman	$ 24.80

OVERTIME PAY
See (B, E, P, T) on OVERTIME PAGE

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

REGISTERED APPRENTICES
WAGES:1000 hour terms for at percentage of Wage:

	07/01/2017
0-1000 Hrs	60%

1001-2000 Hrs	70%
2001-3000 Hrs	80%

SUPPLEMENTAL BENEFITS per hour worked:

0-1000 Hrs	$ 15.55
1001-2000 Hrs	18.14
2001-3000 Hrs	20.73

12-17D Sur

Operating Engineer - Survey Crew - Consulting Engineer — 05/01/2018

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer **DISTRICT** 12

ENTIRE COUNTIES
Cattaraugus, Chautauqua, Erie, Orleans, Wyoming

PARTIAL COUNTIES
Genesee: Only that portion of the county that lies west of a line down the center of Route 98 excluding that area that lies within the City of Batavia.

WAGES
These rates apply to feasibility and preliminary design surveying, line of grade surveying for inspection or supervision of construction when performed under a Consulting Engineer Agreement.

Per hour:
SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.
Instrument Person - One who operates the surveying instruments.
Rod Person - One who holds the rods and assists the Instrument Person.

	07/01/2017
Party Chief	$ 39.46
Instrument Person	37.25
Rod Person	25.91

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyman	$ 24.80

OVERTIME PAY
See (B, E, P, T) on OVERTIME PAGE

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

REGISTERED APPRENTICES
WAGES: 1000 hour terms based on the Percentage of Rod Persons Wage:

	07/01/2016
0-1000	60%
1001-2000	70%
2001-3000	80%

SUPPLEMENTAL BENEFITS per hour worked:

0-1000	$ 15.55
1001-2000	18.14
2001-3000	20.73

12-17D Con Eng

Painter — 05/01/2018

JOB DESCRIPTION Painter **DISTRICT** 3

ENTIRE COUNTIES
Allegany, Erie, Genesee, Niagara, Orleans, Wyoming

PARTIAL COUNTIES

Cattaraugus: Entire County except the Townships of Conewango, Leon, Napoli, New Albion, Randolph and South Valley.
Chautauqua: Only the Townships of Awkright, Dunkirk, Hanover, Pomfret, Portland, Sheridan and Villenova.
Livingston: Only the Townships of North Dansville, Nunda, Ossian,Portage, Sparta, Spring Water and West Sparta.
Steuben: Only the Townships of Avoca, Canisteo, Cohocton, Dansville,Fremont, Greenwood, Hartsville, Hornellsville, Howard, Jasper, Prattsburg, Pulteney, Troupsburg, Tuscarora, Urbana, Wayland, Wayne, Woodhull, West Union, Wheeler, and the City of Hornell.

WAGES

Per hour:	07/01/2017	05/01/2018 Additional	05/01/2019 Additional
Basic Rate (Brush & Roll)	$ 25.95	$ 1.00	$ 1.00
Spray painting, wallcovering	25.95	1.00	1.00
Abrasive and hydroblasting	25.95	1.00	1.00
Taping/DryWall Finisher	26.45	1.00	1.00
Skeleton Steel*	26.70	1.00	1.00

* Skeleton Steel: No floors, walls or ceiling are constructed, including radio and television towers, flagpoles, smokestacks, cranes and the abatement of coatings with lead, asbestos and/or arsenic, etc. All work within the confines of a plant shall be paid the skeleton steel rate (except in-plant tank work (see Tank Rate)).

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

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

SUPPLEMENTAL BENEFITS

Per hour worked:

$ 23.84

OVERTIME PAY

Exterior work only See (B, E4, F*, R) on OVERTIME PAGE.
All other work See (B, F*, R) on OVERTIME PAGE.
* Note - Saturday is payable at straight time if the employee misses work, except where a doctor's or hospital verification of illness is produced Monday through Friday when work was available to the employee.

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

Painter/Decorator: 750 hour terms at the following percentage of Journeyman's Basic wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	90%

Taper/Drywall Finisher: 750 hour terms at the following percentage of Journeyman's Taper wage:

1st	2nd	3rd	4th	5th	6th
50%	55%	60%	65%	75%	85%

Supplemental benefits per hour worked:

Painter/Decorator and Taper/Drywall Finisher:

1st	2nd	3rd	4th	5th	6th	7th	8th
$ 2.30	$ 4.30	$ 5.30	$ 5.80	$ 6.30	$ 6.80	$ 7.30	$ 7.55

3-4-Buf, Nia, Olean

Painter 05/01/2018

JOB DESCRIPTION Painter **DISTRICT** 3

ENTIRE COUNTIES

Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Cortland, Delaware, Erie, Genesee, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Wayne, Wyoming, Yates

WAGES

Per hour:	07/01/2017	05/01/2018 Additional	05/01/2019 Additional
Bridge*	$ 38.00	$ 1.25	$ 1.05
Tunnel*	38.00	1.25	1.05
Tank*	36.00	1.25	1.05

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.

Tank rate applies to indoor and outdoor tanks, tank towers, standpipes, digesters, waste water treatment tanks, chlorinator tanks, etc. Covers all types of tanks including but not limited to steel tanks, concrete tanks, fiberglass tanks, etc.

* Note an additional $1.00 per hour is required when the contracting agency or project specification requires any shift to start prior to 6:00am or after 12:00 noon.

SUPPLEMENTAL BENEFITS
Per hour worked:
$ 26.90

OVERTIME PAY
Exterior work only See (B, E4, F*, R) on OVERTIME PAGE.
All other work See (B, F*, R) on OVERTIME PAGE.
*Note - Saturday is payable at straight time if the employee misses work, except where a doctor's or hospital verification of illness is produced Monday through Friday when work was available to the employee.

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

REGISTERED APPRENTICES
Wages per hour:

750 hour terms at the following percentage of Journeyman's wage rate:

1st	2nd	3rd	4th	5th	6th
50%	55%	60%	65%	75%	85%

Supplemental benefits per hour worked:

1st & 2nd terms	$ 5.35
3rd & 4th terms	5.35
5th & 6th terms	6.35

Painter - Metal Polisher 05/01/2018

JOB DESCRIPTION Painter - Metal Polisher **DISTRICT** 8

ENTIRE COUNTIES
Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

	07/01/2017	06/01/2018
Metal Polisher	$ 29.73	$ 30.58
Metal Polisher**	30.68	31.53
Metal Polisher***	33.23	34.08

**Note: Applies on New Construction & complete renovation
*** Note: Applies when working on scaffolds over 34 feet.

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2017	06/01/2018
Journeyworker:		
All classification	$ 7.55	$ 7.65

OVERTIME PAY
See (B, E, E2, P, T) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE
Overtime: See (5, 6, 9, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:

One (1) year term at the following wage rates:

	07/01/2017	06/01/2018
1st year	$ 12.14	$ 14.25
2nd year	13.44	15.50
3rd year	16.29	18.25

Supplentals benefits:
Per hour paid:

1st year	$ 5.62	$ 5.62
2nd year	5.62	5.62
3rd year	5.62	5.62

8-8A/28A-MP

Plumber — 05/01/2018

JOB DESCRIPTION Plumber **DISTRICT** 3

ENTIRE COUNTIES
Erie, Niagara, Wyoming

PARTIAL COUNTIES
Allegany: Only the Townships of Allen, Angelica, Belfast, Caneadea, Centerville, Granger, Hume, New Hudson and Rushford
Cattaraugus: Only the Townships of Ashford, Dayton, East Otto, Ellicottville, Farmersville, Franklinville, Freedom, Leon, Lyndon, Machias, Mansfield, New Albion, Otto, Perrysburg, Persia and Yorkshire.
Chautauqua: Only the Townships of Arkwright, Charlotte, Cherry Creek, Dunkirk, Hanover, Pomfret, Portland, Ripley, Sheridan, Stockton, Villenova, Westfield, City of Dunkirk and Village of Fredonia.
Genesee: Only the Townships of Alabama, Alexander, Batavia, Darien, Elba, Oakfield, Pembroke and the City of Batavia.
Orleans: Only the Townships of Ridgeway, Shelby and Yates.

WAGES

Per hour:	07/01/2017	04/30/2018 Additional
Plumber	$ 33.95*	$ 1.45
Steamfitter	33.95*	1.45

*Note - Add 10% (ten-percent) to wage when HAZMAT training is required or when OSHA compliant respirator protection is required.

SUPPLEMENTAL BENEFITS
Per hour worked:
$ 24.41*
* Note - $3.00 of this amount must be paid at the same premium as the wage.

OVERTIME PAY
See (*B, **E, Q) on OVERTIME PAGE
* Double time after 11 hours per day on Weekdays.
** Double time after 10 hours per day on Saturday.

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

REGISTERED APPRENTICES
Wages per hour:

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

1st	2nd	3rd	4th	5th
45%*	55%*	65%*	75%*	90%*

*Note - Add 10% (ten-percent) to wage when HAZMAT training is required or when OSHA compliant respirator protection is required.

Supplemental benefits per hour worked:

$ 20.10*
* Note - $3.00 of this amount must be paid at the same premium as the wage.

3-22-Buffalo, Niagara

Roofer — 05/01/2018

JOB DESCRIPTION Roofer **DISTRICT** 3

ENTIRE COUNTIES
Erie, Genesee, Niagara, Orleans, Wyoming

WAGES

Per hour:	07/01/2017	06/01/2018 Additional	06/01/2019 Additional
Asbestos Removal	$ 31.00	$ 1.00	$ 1.00
Slate, Tile	28.15	1.00	1.00
Precast tile / slabs	28.15	1.00	1.00
Crete / gypsum planks	28.15	1.00	1.00
Damp and waterproofer	28.00	1.00	1.00
Composition, spayers,	28.00	1.00	1.00
Aspalt mastic,	28.00	1.00	1.00
Steep roofers	28.00	1.00	1.00

When shift work is mandated either in the job specification or by the contracting agency the following premiums apply:
10.0% for work from 4:30PM - 1:00AM or second shift
15.0% for work from 12:30AM - 9:00AM or third shift

SUPPLEMENTAL BENEFITS
Per hour worked:

$ 21.47

OVERTIME PAY
See (B, *E, **E2, Q) on OVERTIME PAGE
* and ** Double time after 8 hours on Saturday.

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

REGISTERED APPRENTICES
Wages per hour:

Hour terms at the following percentage of Journeyman's wage:

0 to 499	to 999	to 1499	to 1999	to 2499	to 2999	to 3499	to 4499
60%	65%	70%	75%	80%	85%	90%	95%

Supplemental benefits per hour worked:

0 to 499	to 999	to 1499	to 1999	to 2499	to 2999	to 3499	to 4499
$ 8.29	$ 8.29	$ 11.57	$ 18.43	$ 19.03	$ 19.64	$ 20.26	$ 20.86

3-74

Sheetmetal Worker — 05/01/2018

JOB DESCRIPTION Sheetmetal Worker **DISTRICT** 3

ENTIRE COUNTIES
Erie, Genesee, Niagara, Orleans, Wyoming

WAGES

Per hour:	07/01/2017	05/28/2018 Additional	05/27/2019 Additional
Sheet Metal Worker	$ 33.73	$ 1.20	$ 1.20

Additional $0.50 per hour for work more than 30' above floor on boatswain chair.
Additional $1.00 per hour for work in "Hot" areas of atomic laboratories, atomic plants, or any premises where radio-active materials are stored or handled and personal protective equipment is required.
Additional $1.00 per hour for work when required to have 40-hour HAZMAT training or the use of OSHA compliant respirator is required.

When shift work is mandated either in the job specification or by the contracting agency the following premiums apply:
$ 3.25 per hour for work from 4:30PM - 1:00AM or second shift
$ 5.00 per hour for work from 12:30AM - 9:00AM or third shift

SUPPLEMENTAL BENEFITS
Per hour worked:

$ 23.84*

* Note - $17.49 of this amount must be paid at the same premium as the wages per overtime hours.

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

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

REGISTERED APPRENTICES
Wages per hour:
One year terms at the following wage:

1st term	$ 15.18
2nd term	19.74
3rd term	21.14
4th term	25.33
5th term	28.13

Supplemental benefits per hour:

1st term	$ 14.24	Note - $7.89 of this amount must be paid at the same premium as the wage.
2nd term	17.12	Note - $10.77 of this amount must be paid at the same premium as the wage.
3rd term	21.25	Note - $14.90 of this amount must be paid at the same premium as the wage.
4th term	22.12	Note - $15.77 of this amount must be paid at the same premium as the wage.
5th term	22.69	Note - $16.34 of this amount must be paid at the same premium as the wage.

When shift work is mandated either in the job specification or by the contracting agency the following premiums apply;
Shift Premium per hour:

	4:30PM - 1:00AM or Second Shift	12:30AM - 9:00AM or Third Shift
1st term	$ 1.46	$ 2.25
2nd term	1.63	2.50
3rd term	1.79	2.75
4th term	2.28	3.50
5th term	2.60	4.00

3-71

Sprinkler Fitter — 05/01/2018

JOB DESCRIPTION Sprinkler Fitter **DISTRICT** 1

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

WAGES

Per hour	07/01/2017	01/01/2018	04/01/2018
Sprinkler Fitter	$ 33.76	33.76	34.91

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman	$ 22.14	22.84	23.14

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

REGISTERED APPRENTICES
Wages per hour

For Apprentices HIRED ON OR AFTER 04/01/2010:

One Half Year terms at the following percentage of journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
45%	50%	55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
$ 8.73	$ 8.77	$ 16.34	$ 16.38	$ 16.93	$ 16.97	$ 17.02	$ 17.06	$ 17.11	$ 17.15

For Apprentices HIRED ON OR AFTER 04/01/2013:

One Half Year terms at the following percentage of journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
45%	50%	55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
$ 8.07	$ 8.07	$ 16.24	$ 16.24	$ 16.49	$ 16.49	$ 16.49	$ 16.49	$ 16.49	$ 16.49

1-669

Teamster - Building / Heavy&Highway **05/01/2018**

JOB DESCRIPTION Teamster - Building / Heavy&Highway **DISTRICT** 3

ENTIRE COUNTIES
Erie, Niagara

PARTIAL COUNTIES
Genesee: Only in the Townships of Alabama, Darien and Pembroke.
Orleans: Only the Townships of Ridgeway, Shelby and Yates.
Wyoming: Only in the Townships of Arcade, Bennington, Java and Sheldon.

WAGES
GROUP 1: Warehousemen, Yardmen, Truck Helpers, Pickups, Panel Trucks, Flatboy Material Trucks (straight jobs), Single Axle Dump Trucks, Dumpsters, Material Checkers and Receivers, Greasers, Truck Tiremen, Mechanics Helpers and Parts Chasers.

GROUP 2: Tandems and Batch Trucks, Mechanics, Dispatcher.

GROUP 3: Semi-Trailers, Low-Boy Trucks, Asphalt Distributor Trucks and Agitator, Mixer Trucks and dumpcrete type vehicles, Truck Mechanic, Fuel Trucks

GROUP 4: Specialized Earth Moving Equipment, Euclid type, or similar off-highway, where not self-loading, Straddle (Ross) Carrier, and self -contained concrete mobile truck.

GROUP 5: Off-highway Tandem Back-Dump, Twin Engine Equipment and Double-Hitched Equipment where not self-loading.

Per hour: 07/01/2017
All GROUPS $ 37.00
Add $2.00 when required to use personal protection when performing hazardous waste removal work.
An additional $1.00 per hour is required when a single irregular work shift starting any time from 5:00PM to 1:00AM is mandated either in the job specification or by the contracting agency.

SUPPLEMENTAL BENEFITS
Per hour worked:
$ 13.03*
*Note - Only $ 6.00 per hour needs to be paid for overtime hours.

OVERTIME PAY
See (B, G, P) on OVERTIME PAGE

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

3-449

Teamster - Building / Heavy&Highway **05/01/2018**

JOB DESCRIPTION Teamster - Building / Heavy&Highway **DISTRICT** 3

ENTIRE COUNTIES
Erie, Niagara

WAGES
Per hour: 07/01/2017 06/01/2018

Dump Truck Operator*	$ 20.25	$ 21.25

*Does not include Single Axle Dump Trucks (see Teamster Group 1).
*Does not include Off-highway Dump Trucks (see Teamster Groups 2-5).

SUPPLEMENTAL BENEFITS
Per hour worked:
$ 1.44

OVERTIME PAY
See (B, B2, Q) on OVERTIME PAGE

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

3-449d-DT

Welder 05/01/2018

JOB DESCRIPTION Welder **DISTRICT** 1

ENTIRE COUNTIES
Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES
Per hour 07/01/2017

Welder: To be paid the same rate of the mechanic performing the work.*

*EXCEPTION: If a specific welder certification is required, then the 'Certified Welder' rate in that trade tag will be paid.

OVERTIME PAY

HOLIDAY

1-As Per Trade

Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

(AA)	Time and one half of the hourly rate after 7 and one half hours per day
(A)	Time and one half of the hourly rate after 7 hours per day
(B)	Time and one half of the hourly rate after 8 hours per day
(B1)	Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday. Double the hourly rate for all additional hours
(B2)	Time and one half of the hourly rate after 40 hours per week
(C)	Double the hourly rate after 7 hours per day
(C1)	Double the hourly rate after 7 and one half hours per day
(D)	Double the hourly rate after 8 hours per day
(D1)	Double the hourly rate after 9 hours per day
(E)	Time and one half of the hourly rate on Saturday
(E1)	Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
(E2)	Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
(E3)	Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
(E4)	Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
(E5)	Double time after 8 hours on Saturdays
(F)	Time and one half of the hourly rate on Saturday and Sunday
(G)	Time and one half of the hourly rate on Saturday and Holidays
(H)	Time and one half of the hourly rate on Saturday, Sunday, and Holidays
(I)	Time and one half of the hourly rate on Sunday
(J)	Time and one half of the hourly rate on Sunday and Holidays
(K)	Time and one half of the hourly rate on Holidays
(L)	Double the hourly rate on Saturday
(M)	Double the hourly rate on Saturday and Sunday
(N)	Double the hourly rate on Saturday and Holidays
(O)	Double the hourly rate on Saturday, Sunday, and Holidays
(P)	Double the hourly rate on Sunday
(Q)	Double the hourly rate on Sunday and Holidays
(R)	Double the hourly rate on Holidays
(S)	Two and one half times the hourly rate for Holidays, if worked

(S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.

(T) Triple the hourly rate for Holidays, if worked

(U) Four times the hourly rate for Holidays, if worked

(V) Including benefits at SAME PREMIUM as shown for overtime

(W) Time and one half for benefits on all overtime hours.

Holiday Codes

PAID Holidays:

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

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

(1)	None
(2)	Labor Day
(3)	Memorial Day and Labor Day
(4)	Memorial Day and July 4th
(5)	Memorial Day, July 4th, and Labor Day
(6)	New Year's, Thanksgiving, and Christmas
(7)	Lincoln's Birthday, Washington's Birthday, and Veterans Day
(8)	Good Friday
(9)	Lincoln's Birthday
(10)	Washington's Birthday
(11)	Columbus Day
(12)	Election Day
(13)	Presidential Election Day
(14)	1/2 Day on Presidential Election Day
(15)	Veterans Day
(16)	Day after Thanksgiving
(17)	July 4th
(18)	1/2 Day before Christmas
(19)	1/2 Day before New Years
(20)	Thanksgiving
(21)	New Year's Day
(22)	Christmas
(23)	Day before Christmas
(24)	Day before New Year's
(25)	Presidents' Day
(26)	Martin Luther King, Jr. Day
(27)	Memorial Day
(28)	Easter Sunday

New York State Department of Labor - Bureau of Public Work
State Office Building Campus
Building 12 - Room 130
Albany, New York 12240

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

This Form Must Be Typed

Submitted By: (Check Only One) ☐ Contracting Agency ☐ Architect or Engineering Firm ☐ Public Work District Office Date:

A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address ☐ (Check if new or change)

Telephone: ( ) Fax: ( )
E-Mail:

2. NY State Units (see Item 5)

- ☐ 01 DOT
- ☐ 02 OGS
- ☐ 03 Dormitory Authority
- ☐ 04 State University Construction Fund
- ☐ 05 Mental Hygiene Facilities Corp.
- ☐ 06 OTHER N.Y. STATE UNIT
- ☐ 07 City
- ☐ 08 Local School District
- ☐ 09 Special Local District, i.e., Fire, Sewer, Water District
- ☐ 1O Village
- ☐ 11 Town
- ☐ 12 County
- ☐ 13 Other Non-N.Y. State (Describe)

3. SEND REPLY TO ☐ check if new or change)
Name and complete address:

Telephone:( ) Fax: ( )
E-Mail:

4. SERVICE REQUIRED. Check appropriate box and provide project information.

- ☐ New Schedule of Wages and Supplements.
  APPROXIMATE BID DATE :
- ☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR THIS PROJECT :

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title _____

Description of Work _____

Contract Identification Number _____

Note: For NYS units, the OSC Contract No. _____

6. Location of Project:
Location on Site _____

Route No/Street Address _____

Village or City _____

Town _____

County _____

7. Nature of Project - Check One:

- ☐ 1. New Building
- ☐ 2. Addition to Existing Structure
- ☐ 3. Heavy and Highway Construction (New and Repair)
- ☐ 4. New Sewer or Waterline
- ☐ 5. Other New Construction (Explain)
- ☐ 6. Other Reconstruction, Maintenance, Repair or Alteration
- ☐ 7. Demolition
- ☐ 8. Building Service Contract

8. OCCUPATION FOR PROJECT :

- ☐ Construction (Building, Heavy Highway/Sewer/Water)
- ☐ Tunnel
- ☐ Residential
- ☐ Landscape Maintenance
- ☐ Elevator maintenance
- ☐ Exterminators, Fumigators
- ☐ Fire Safety Director, NYC Only
- ☐ Guards, Watchmen
- ☐ Janitors, Porters, Cleaners, Elevator Operators
- ☐ Moving furniture and equipment
- ☐ Trash and refuse removal
- ☐ Window cleaners
- ☐ Other (Describe)

9. Has this project been reviewed for compliance with the Wicks Law involving separate bidding? YES ☐ NO ☐

10. Name and Title of Requester

Signature

SEE PAGE TWO FOR LAWS RELATING TO PUBLIC WORK CONTRACTS

NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - Debarment List

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements

NOTE: The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = NYS Dept. of Labor; NYC = New York City Comptroller's Office; AG = NYS Attorney General's Office; DA = County District Attorney's Office.

A list of those barred from bidding, or being awarded, any public work contract or subcontract with the State, under section 141-b of the Workers' Compensation Law, may be obtained at the following link, on the NYS DOL Website:

https://dbr.labor.state.ny.us/EDList/searchPage.do

For inquiries where WCB is listed as the "Agency", please call 1-866-546-9322

NYSDOL Bureau of Public Work Debarment List 05/09/2018

Article 8

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	*****0996	A-1 CONSTRUCTION & RENOVATION INC		1973 81ST ST - SUITE A-5 BROOKLYN NY 11214	01/08/2015	01/08/2020
DOL	NYC		ABDUL KARIM		C/O NORTH AMERICAN IRON W 1560 DECATUR STREETRIDGEWOOD NY 11385	05/15/2015	05/15/2020
DOL	DOL	*****8488	ABELCRAFT OF NEW YORK CORP		640 ASHFORD AVENUE ARDSLEY NY 10502	08/27/2013	08/27/2018
DOL	DOL	*****4539	ACCOMPLISHED WALL SYSTEMS INC		112 OSCAWANA HEIGHTS ROAD PUTNAM VALLEY NY 10542	08/27/2013	08/27/2018
DOL	DOL	*****8018	ACCURATE MECHANICAL LLC		9547 BUSTLETON AVENUE PHILADELPHIA PA 19115	02/05/2014	02/05/2019
DOL	DOL		ACCURATE MECHANICAL OF PHILADELPHIA LLC		9547 BUSTLETON AVENUE PHILADELPHIA PA 19115	02/05/2014	02/05/2019
DOL	DOL	*****3344	ACT INC		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	NYC		ADRIANA SELA	C/O COLONIAL ROOFING COMPANY INC	247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	DOL	*****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P O BOX 296EAST AURORA NY 14052	07/29/2015	07/29/2020
DOL	NYC	*****6775	ADVENTURE MASONRY CORP.		1535 RICHMOND AVENUE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	DOL		AJ TORCHIA		10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	DOL	*****3344	ALL CATASTROPHE CONSTRUCTION TEAM INC	ACT INC	6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL	*****8740	ALLSTATE ENVIRONMENTAL CORP		C/O JOSE MONTAS 27 BUTLER PLACEYONKERS NY 10710	03/18/2011	03/19/2020
DOL	DOL		AMADEO J TORCHIA	TORCHIA'S HOME IMPROVEMEN T	10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	NYC		ANISUL ISLAM		C/O RELIANCE GENERAL CONS 644 OCEAN PARKWAYBROOKLYN NY 11230	09/02/2015	09/02/2020
DOL	DOL	*****7004	ANNEX CONTRACTING LTD		3005 WYNSUM AVENUE MERRICK NY 11566	08/18/2014	08/18/2019
DOL	DOL	*****7004	ANNEX GENERAL CONTRACTING INC		3005 WYNSUM AVENUE MERRICK NY 11566	08/18/2014	08/18/2019
DOL	DA		ANTHONY CARDINALE		58-48 59TH STREET MASPETH NY 11378	05/16/2012	05/08/2020
DOL	DOL		ANTHONY J MINGARELLI JR		C/O T & T CONCRETE INC 2560 HAMBURG TURNPIKELACKAWANNA NY 14218	07/08/2015	07/08/2020
DOL	DOL		ANTHONY PERGOLA		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10323	01/23/2017	01/23/2022
DOL	DOL	*****3020	APCO CONTRACTING CORP		24 SOUTH MARYLAND AVENUE PORT WASHINGTON NY 11050	09/24/2012	09/02/2020
DOL	DOL	*****3219	APOLLO CONSTRUCTION SERVICES CORP	APOLLO PAINTING CO	157 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		APOLLO PAINTING CO		157 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****3295	APOLLO PAINTING CORP		3 ALAN B SHEPART PLACE YONKERS NY 10705	03/12/2014	03/12/2019
DOL	AG	*****0194	APPLIED CONSTRUCTION INC		46 RUGBY ROAD WESTBURY NY 11590	11/20/2013	11/20/2018
DOL	NYC	*****8403	AQUA JET PAINTING CORP		10 VIKING DRIVE WEST ISLIP NY 11795	04/16/2014	04/16/2019
DOL	NYC	*****9232	ARKAY CONSTRUCTION INC		102-104 GREYLOCK AVENUE BELLEVILLE NJ 07109	07/15/2015	07/15/2020
DOL	DOL	*****3953	ASCAPE LANDSCAPE & CONSTRUCTION CORP		634 ROUTE 303 BLAUVELT NY 10913	07/26/2012	11/19/2018
DOL	NYC	*****4779	ASTORIA GENERAL CONTRACTING CORP		35-34 31ST STREET LONG ISLAND CITY NY 11106	09/02/2015	09/02/2020
DOL	NYC	*****7217	ASTRO COMMUNICATIONS OF NY CORP		79 ALEXANDER AVE- STE 36A BRONX NY 10454	10/30/2015	10/30/2020
DOL	NYC	*****6046	ATLANTIC SUN CONTRUCTION CORP		58-46 59TH AVENUE MASPETH NY 11378	05/08/2015	05/08/2020

DOL	NYC	*****6683	ATLAS RESTORATION CORP.		35-12 19TH AVENUE ASTORIA NY 11105	08/02/2017	08/02/2022
DOL	NYC		AUDLEY O'BRIEN		1273 NORTH AVENUE/#1 CP NEW ROCHELLE NY 10804	04/07/2015	04/07/2020
DOL	DOL		AVIS R HILL		3510 HICKORY WALK LANE ELLENWOOD GA 32094	01/22/2015	01/22/2020
DOL	AG		AVTAR SINGH		116-24 127TH STREET SOUTH OZONE PARK NY 11420	12/22/2015	12/22/2020
DOL	AG		BALDEV SINGH		116-24 127TH STREET SOUTH OZONE PARK NY 11420	12/22/2015	12/22/2020
DOL	DOL		BARBARA CASSIDY		7 BLENIS PLACE VALHALLA NY 10595	04/02/2015	04/02/2020
DOL	DOL		BARRY KINNEY		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	NYC	*****3915	BEACON RESTORATION INC		SUITE B-8 782 PELHAM PARKWAY SOUTHBRONX NY 10462	04/21/2016	04/21/2021
DOL	DOL		BEVERLY F WILLIAMS		1238 PRESIDENT STREET BROOKLYN NY 11225	11/18/2013	11/18/2018
DOL	DOL	*****4512	BOB BRUNO EXCAVATING, INC.		5 MORNINGSIDE DRIVE AUBURN NY 13021	11/15/2016	11/15/2021
DOL	DOL	*****4512	BOB BRUNO EXCAVATING, INC.		5 MORNINGSIDE DRIVE AUBURN NY 13021	11/15/2016	11/15/2021
DOL	DOL	*****8551	BRANDY'S MASONRY		216 WESTBROOK STREET P O BOX 304SAYRE PA 18840	08/09/2016	08/09/2021
DOL	NYC	*****6555	BROOKLYN WELDING CORP		1273 NORTH AVENUE/ #1 CP NEW ROCHELLE NY 10804	04/07/2015	04/07/2020
DOL	DOL	*****1449	BRRESTORATION NY INC		140 ARCADIA AVENUE OSWEGO NY 13126	09/12/2016	09/12/2021
DOL	DOL		BRUCE MORSEY		C/O KENT HOLLOW SIDING LL 29A BRIDGE STREETNEW MILFORD CT 06776	01/15/2016	01/15/2021
DOL	DOL	*****6156	C & J LANDSCAPING & MAINTENANCE INC		520 PINE HILL ROAD CHESTER NY 10940	06/23/2014	06/23/2019
DOL	DOL	*****8809	C.B.E. CONTRACTING CORPORATION		310 MCGUINESS BLVD GREENPOINT NY 11222	03/07/2017	03/07/2022
DOL	DOL		CARIBBEAN POOLS		C/O DOUGLAS L MALARKEY 64 VICTORIA DRIVEBINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	NYC	*****9172	CASSIDY EXCAVATING INC		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	04/02/2020
DOL	DOL	*****6745	CATSKILL FENCE INSTALLATIONS INC		5445 ROUTE 32 CATSKILL NY 12414	08/22/2014	08/22/2019
DOL	DOL	*****8530	CAZ CONTRACTING CORP		37-11 35TH AVENUE LONG ISLAND CITY NY 11101	08/26/2013	08/26/2018
DOL	DOL	*****8809	CBE CONTRACTING CORP		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	AG		CESAR J. AGUDELO		81-06 34TH AVENUE APT. 6EJACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	DOL	*****7655	CHAMPION CONSTRUCTION SERVICES CORP		2131 SCHENECTADY AVENUE BROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	NYC		CHARLES CASSIDY JR		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	04/02/2020
DOL	DOL		CHARLES ZIMMER JR		216 WESTBROOK STREET P O BOX 304SAYRE PA 18840	08/09/2016	08/09/2021
DOL	DOL		CHRISTINE J HEARNE		C/O CJ-HEARNE CONSTRUCTIO 131 PONCE DE LEON AVE NEATLANTA GA 30308	12/01/2015	12/01/2020
DOL	DOL	*****3360	CITY LIMITS GROUP INC		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL	*****0671	CJ-HEARNE CONSTRUCTION CO		SUITE 204 131 PONCE DE LEON AVENUEATLANTA GA 30308	12/01/2015	12/01/2020
DOL	NYC	*****2905	COLONIAL ROOFING COMPANY INC		247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	NYC	*****3182	COLORTECH INC		5990 58TH AVENUE MASPETH NY 11378	11/18/2013	11/18/2018
DOL	DOL	*****2703	CONKLIN'S TECH-MECHANICAL INC		5 PARKER AVENUE POUGHKEEPSIE NY 12601	03/25/2014	03/25/2019
DOL	DOL		CONSTANTINOS ZERVAS		37-11 35TH AVENUE LONG ISLAND CITY NY 11101	08/26/2013	08/26/2018
DOL	NYC	*****4468	CRAFT CONTRACTING GROUP INC		3256 BRUNER AVENUE BRONX NY 10469	07/29/2014	07/29/2019

DOL	NYC	*****8507	CRAFT FENCE INC		3256 BRUNER AVENUE BRONX NY 10469	07/29/2014	07/29/2019
DOL	NYC	*****2164	CREATIVE TRUCKING INC		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	DOL	*****7761	D L MALARKEY CONSTRUCTION		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****7888	D L MALARKEY CONSTRUCTION INC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****5629	DAKA PLUMBING AND HEATING LLC		2561 ROUTE 55 POUGHQUAG NY 12570	02/19/2016	02/19/2021
DOL	DOL		DANICA IVANOSKI		61 WILLETT ST. PASSAIC NJ 07503	10/26/2016	10/26/2021
DOL	DOL		DARYL T RIEKS		C/O RIEKS CONTRACTING LLC 4804 GAHWILER ROADAUBURN NY 13021	05/01/2015	05/01/2020
DOL	NYC	*****7707	DASSLE CONTRACTING INC		213-37 39TH AVE/SUITE 120 BAYSIDE NY 11360	05/08/2015	05/08/2020
DOL	DOL		DAVID MARTINEZ		C/O EMPIRE TILE INC 6 TREMONT COURTHUNTINGTON STATION NY 11746	03/08/2016	03/08/2021
DOL	NYC		DAWN AVILA AKA DAWN BECHTOLD		1ST FLOOR STORE FRONT 88-10 LITTLE NECK PARKWAYFLORAL PARK NY 11001	06/24/2014	06/24/2019
DOL	NYC		DAWN BECHTOLD AKA DAWN AVILA		1ST FLOOR STORE FRONT 88-10 LITTLE NECK PARKWAYFLORAL PARK NY 11001	06/24/2014	06/24/2019
DOL	DOL		DEAN ROBBINS III		212 OXFORD WAY SCHENECTADY NY 12309	12/11/2012	09/16/2018
DOL	DOL		DEBBIE STURDEVANT		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	NYC	*****3865	DECOMA BUILDING CORPORATION		134 EVERGREEN PL/STE 101 EAST ORANGE NJ 07018	12/30/2013	12/30/2018
DOL	DOL		DEDA GAZIVODAN		C/O DAKA PLUMBING AND H 2561 ROUTE 55POUGHQUAG NY 12570	02/19/2016	02/19/2021
DOL	DOL	*****1446	DELTA CONTRACTING PAINTING AND DECORATING INC		437 SUNRISE HIGHWAY WEST BABYLON NY 11707	08/12/2013	08/12/2018
DOL	DOL	*****3538	DELTA CONTRACTING PAINTING AND DESIGN INC		75 MCCULLOCH DRIVE DIX HILLS NY 11746	10/19/2010	08/12/2018
DOL	DOL		DENNIS SCHWANDTNER		C/O YES SERVICE AND REPAI 145 LODGE AVEHUNTINGTON STATION NY 11476	08/09/2016	08/09/2021
DOL	DOL	*****9868	DESANTIS ENTERPRISES		161 OSWEGO RIVER ROAD PHOENIX NY 13135	09/24/2013	11/18/2018
DOL	DOL		DF CONTRACTORS OF ROCHESTER, INC.		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DF CONTRACTORS, INC.		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL	*****9252	DI BERNARDO TILE AND MARBLE CO INC		15 WALKER WAY ALBANY NY 12205	03/21/2014	03/21/2019
DOL	NYC		DIMITRIOS KOUTSOUKOS		C/O ASTORIA GENERAL CONTR 35-34 31ST STREETLONG ISLAND CITY NY 11106	09/02/2015	09/02/2020
DOL	NYC		DIMITRIOS TSOUMAS		35-12 19TH AVENUE ASTORIA NY 11105	08/02/2017	08/02/2022
DOL	DOL	*****3242	DONALD R. FORSAY	DF LAWN SERVICE	1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DONALD R. FORSAY		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DORIS SKODA		C/O APCO CONTRACTING CORP 24 SOUTH MARYLAND AVENUEPORT WASHINGTON NY 11050	09/24/2012	09/02/2020
DOL	NYC	*****7404	DOSANJH CONSTRUCTION CORP		9439 212TH STREET QUEENS VILLAGE NY 11428	02/25/2016	02/25/2021
DOL	DOL		DOUGLAS L MALARKEY	MALARKEY CONSTRUCTI ON	64 VICTORIA DRIVE B INGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****6982	DUFOUR GROUP INC	DUFOUR MASONRY	353 WEST 56TH STREET #7M NEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL		DUFOUR MASONRY		353 WEST 56TH ST #7M NEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL		DUFOUR MASONRY & RESTORATION INC		353 WEST 56TH STREET #7M NEW YORK NY 10019	06/10/2014	06/10/2019

DOL	DOL	*****5840	DYNA CONTRACTING INC		363 88TH STREET BROOKLYN NY 11209	11/18/2013	11/18/2018
DOL	DOL		E C WEBB		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL		EARL GALBREATH		640 ASHFORD AVENUE ARDSLEY NY 10502	08/27/2013	08/27/2018
DOL	DOL		EARL L WILSON	WILSON BROTHER DRYWALL CONTRACTORS	36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	DOL	*****1496	EAST COAST DRYWALL INC		1238 PRESIDENT STREET BROOKLYN NY 11225	11/18/2013	11/18/2018
DOL	NYC		EDWARD MENKEN		C/O AQUA JET PAINTING 10 VIKING DRIVEWEST ISLIP NY 11795	04/16/2014	04/16/2019
DOL	NYC	*****0900	EF PRO CONTRACTING INC		147 BROOME AVENUE ATLANTIC BEACH NY 11509	03/03/2014	03/03/2019
DOL	NYC		EFSTRATIOS BERNARDIS		23-73 48TH STREET LONG ISLAND CITY NY 11103	04/24/2014	04/24/2019
DOL	DOL		ELIZABETH RAMADANI		C/O RAMADA CONSTRUCTION 80 SAVO LOOPSTATEN ISLAND NY 10309	01/07/2014	01/07/2019
DOL	DOL		ELLEN DESANTIS	DESANTIS ENTERPRISES	161 OSWEGO RIVER ROAD PHOENIX NY 13135	09/24/2013	11/18/2018
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	AG		EMILIO FRANZA		90 JUNIUS STREET BROOKLYN NY 11212	01/23/2014	01/23/2019
DOL	DOL		EMPIRE CONCRETE SERVICES LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL	*****0511	EMPIRE CONCRETE SYSTEMS LLC		101 SULLYS TRAIL/ SUITE 2 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL	*****2353	EMPIRE CONSTRUCTORS LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL		EMPIRE PRECAST LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL	*****3270	EMPIRE TILE INC		6 TREMONT COURT HUNTINGTON STATION NY 11746	03/08/2016	03/08/2021
DOL	NYC		EVERTON CARLESS		134 EVERGREEN PL/STE 101 EAST ORANGE NJ 07018	12/30/2013	12/30/2018
DOL	DOL	*****7403	F & B PAINTING CONTRACTING INC		2 PARKVIEW AVENUE HARRISON NY 10604	09/26/2016	09/26/2021
DOL	DOL		F KALAFATIS		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL		FANTASTIC PAINTING		493 LANSING ROAD FULTONVILLE NY 12072	11/18/2013	11/18/2018
DOL	DOL		FAY MATTHEW		C/O CHAMPION CONSTRUCTION 2131 SCHENECTADY AVENUEBROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	DOL		FAZIA GINA ALI-MOHAMMED	C/O CHAMPION CONSTRUCTION	2131 SCHENECTADY AVENUE BROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	DOL	*****1311	FLOZ-ON PAINTING & DECORATING INC		12 DUNDERBERG ROAD TOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL	*****8961	FLOZ-ON PAINTING INC		12 DUNDERBERG ROAD TOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL		FRAN MICELI		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL		FRANCES KALAFATIS		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL		FRANCES KALAFATIS-MICELI		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL		FRANK BENEDETTO		C/O F & B PAINTING CONTRA 2 PARKVIEW AVENUEHARRISON NY 10604	09/26/2016	09/26/2021
DOL	DOL		FRANK DEMARTINO		101-61 99TH STREET OZONE PARK NY 11416	02/15/2017	02/15/2022
DOL	DOL		FRANK DEMARTINO		101-61 99TH STREET OZONE PARK NY 11416	02/15/2017	02/15/2022
DOL	DOL		FRANK J MERCANDO		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	02/03/2019
DOL	DOL		FRANK MICELI JR	C/O FRANK MICELI JR CONTRACTING INC	19 CLIFF STREET NEW ROCHELLE NY 10801	10/16/2013	10/16/2018

DOL	DOL	*****1321	FRANK MICELI JR CONTRACTING INC		19 CLIFF STREET NEW ROCHELLE NY 10801	10/16/2013	10/16/2018
DOL	DOL	*****2724	FRESH START PAINTING CORP		157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		G FUCCI CONSTRUCTION SERVICES		3 ALAN B SHEPARD PLACE YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****6767	G FUCCI PAINTING INC		C/O SPIEGEL & UTRERA 1 MAIDEN LANE - 5TH FLNEW YORK NY 10038	03/12/2014	03/12/2019
DOL	DOL	*****4546	GAF PAINTING LLC		157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GALINDA ROTENBERG		C/O GMDV TRANS INC 67-48 182ND STREETFRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	DOL		GARDEN STATE PAINTING		157 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GARY MCDOWELL	GM CONSTRUCTI ON & LAWN CARE SERVICE	76 PLEASANT STREET WELLSVILLE NY 14895	06/11/2013	06/11/2018
DOL	DOL		GEORGE DI BERNARDO		C/O DI BERNARDO TILE 15 WALKER WAYALBANY NY 12205	03/21/2014	03/21/2019
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DOL	*****0878	GM CONSTRUCTION & LAWN CARE SERVICE		76 PLEASANT STREET WELLSVILLE NY 14895	06/11/2013	06/11/2018
DOL	DOL	*****5674	GMDV TRANS INC		67-48 182ND STREET FRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	DOL	*****0090	GOLDS FLOORING INSTALLATIONS INC		25 HAMILTON ROAD MONTICELLO NY 12701	10/16/2013	10/16/2018
DOL	DOL		GREGORY A FUCCI		C/O PAF PAINTING SERVICES 157 TIBBETTS ROADYONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GREGORY FUCCI JR		C/O APOLLO CONSTRUCTION 157 TIBBETTS ROADYONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GREGORY S. OLSON		P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	*****9456	GUILLO CONTRACTING CORP		P O BOX 229 CALVERTON NY 11933	07/08/2013	07/08/2018
DOL	NYC	*****0346	H N H CONTRACTORS CORP		4558 BROADWAY # 6 NEW YORK NY 10040	08/04/2014	08/04/2019
DOL	DOL		HALSSAM FOSTOK		5 HANSEN PLACE WAYNE NJ 07470	09/18/2013	09/18/2018
DOL	NYC		HAMEEDUL HASAN		240 HOME STREET TEANECK NJ 07666	08/04/2014	08/04/2019
DOL	AG	*****9918	HARA ELECTRIC CORP		2461 47TH STREET ASTORIA NY 11103	09/26/2013	09/26/2018
DOL	NYC		HARMEL SINGH		15 CLINTON LANE HICKSVILLE NY 11801	02/25/2016	02/25/2021
DOL	NYC		HAROLD KUEMMEL		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	AG		HARVINDER SINGH PAUL		90 JUNIUS STREET BROOKLYN NY 11212	01/23/2014	01/23/2019
DOL	DOL		HENRY VAN DALRYMPLE		2663 LANTERN LANE ATLANTA GA 30349	12/01/2015	12/01/2020
DOL	DOL	*****6370	HILLIANO CONSTRUCTION & ELECTRICAL INC		354 MAGNOLIA STREET ROCHESTER NY 14611	01/22/2015	01/22/2020
DOL	DOL	*****8282	IDEMA DEVELOPMENT INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL	*****8282	IDEMA GENERAL CONTRACTORS INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL	*****7001	INTEGRATED CONSTRUCTION & POWER SYSTEMS INC		SUITE 100 2105 W GENESEE STREETSYRACUSE NY 13219	01/06/2016	01/06/2021
DOL	AG	*****0000	J A M CONSTRUCTION CORP		SUITE 125 265 SUNRISE HIGHWAYROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL	*****7598	J M RICH LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL	*****3478	J N P CONSTRUCTION CORP		50 LOUIS COURT P O BOX 1907SOUTH HACKENSACK NY 07606	03/21/2014	03/21/2019
DOL	DOL		J N RICH LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019

DOL	DOL	*****4910	J V MAGIC TOUCH CORPORATION		94-25 57TH AVENUE, APT 5G ELMHURST NY 11373	01/12/2015	01/12/2020
DOL	DOL		J.A. HIRES CADWALLADER		P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		JACQUELINE HOWE		C/O FLOZ-ON PAINTING INC 12 DUNDERBERG ROADTOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL	*****8627	JAG I LLC		635 LUZERNE ROAD QUEENSBURY NY 12804	09/16/2013	09/16/2018
DOL	DOL	*****2868	JAG INDUSTRIES INC		175 BROAD ST - SUITE 320 GLENS FALLS NY 12801	09/16/2013	09/16/2018
DOL	DOL		JAMES B RHYNDERS		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL		JAMES BOYCE		C/O EMPIRE CONCRETE SYST 101 SULLYS TRAIL/SUITE 20PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL		JAMES E RHYNDERS		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	AG		JAMES FALCONE		SUITE 125 265 SUNRISE HIGHWAYROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL		JAMES RHYNDERS SR		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL		JAMES SICKAU		3090 SHIRLEY ROAD NORTH COLLINS NY 14111	04/19/2011	07/08/2020
DOL	DOL		JASON M RICH		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL		JASON W MILLIMAN		C/O ROCHESTER ACOUSTICAL P O BOX 799HILTON NY 14468	02/19/2016	02/19/2021
DOL	DOL		JEFF P BRADLEY		520 PINE HILL ROAD CHESTER NY 10940	06/23/2014	06/23/2019
DOL	NYC		JEFFREY CASSIDY		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	04/02/2020
DOL	DOL		JERALD HOWE		C/O FLOZ-ON PAINTING INC 12 DUNDERBERG ROADTOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL		JEROME LACITIGNOLA		C/O CATSKILL FENCE INSTAL 5445 ROUTE 32 CATSKILL NY 12414	08/22/2014	08/22/2019
DOL	DOL		JESSICA WHITESIDE		C/O BRRESTORATION NY INC 140 ARCADIA AVENUEOSWEGO NY 13126	09/12/2016	09/12/2021
DOL	AG		JOHN ANTHONY MASSINO		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JOHN DESCUL		437 SUNRISE HIGHWAYA WEST BABYLON NY 11704	08/12/2013	08/12/2018
DOL	DOL		JOHN F. CADWALLADER		200 LATTA BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	*****4612	JOHN F. CADWALLADER, INC.	THE GLASS COMPANY	P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	AG	*****0600	JOHNCO CONTRACTING, INC.		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JON E DEYOUNG		261 MILL ROAD P O BOX 296EAST AURORA NY 14052	07/29/2015	07/29/2020
DOL	DOL		JORGE VILLALOBOS		94-25 57TH AVENUE - APT 5 ELMHURST NY 11373	01/12/2015	01/12/2020
DOL	DOL		JOSE MONTAS		27 BUTLER PLACE YONKERS NY 10710	03/18/2011	03/19/2020
DOL	AG		JOSEPH FALCONE		SUITE 125 265 SUNRISE HIGHWAYROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL	*****9273	JOSEPH M LOVETRO		P O BOX 812 BUFFALO NY 14220	08/09/2016	08/09/2021
DOL	NYC		JOSEPH MARTINO		1535 RICHMOND AVENUE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	DOL		JOSEPH MARTONE		112 OSCAWANA HEIGHTS ROAD PUTNAM VALLEY NY 10542	08/27/2013	08/27/2018
DOL	DOL		JOSHUA DEBOWSKY		9547 BUSTLETON AVENUE PHILADELPHIA PA 19115	02/05/2014	02/05/2019
DOL	DOL		JOYA MUSCOLINO		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018

DOL	DOL		JUANA MARTINEZ		C/O LEAD CONSTRUCTION 27 BUTLER PLACEYONKERS NY 10710	03/19/2015	03/19/2020
DOL	DOL	*****4340	JUBCO SITE DEVELOPMENT LLC		462 LAKEVIEW AVENUE VALHALLA NY 10595	12/16/2013	12/16/2018
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL	*****5062	K R F SITE DEVELOPMENT INC		375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579	01/23/2017	01/23/2022
DOL	DOL		KAREN HARTMAN		C/O GUILLO CONTRACTING P O BOX 229CALVERTON NY 11933	07/08/2013	07/08/2018
DOL	NYC		KATHLEEN SELA	C/O COLONIAL ROOFING COMPANY INC	247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	DOL		KENNETH FIORENTINO		375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579	01/23/2017	01/23/2022
DOL	DOL	*****9732	KENT HOLLOW SIDING LLC		29A BRIDGE STREET NEW MILFORD CT 06776	01/15/2016	01/15/2021
DOL	DOL		KEVIN BABCOCK JR		P O BOX 46 THOMPSON RIDGE NY 10985	08/22/2014	08/22/2019
DOL	DOL		KEVIN M BABCOCK		P O BOX 46 THOMPSON RIDGE NY 10985	08/22/2014	08/22/2019
DOL	DOL		KIM SOROCENSKI		C/O SOLUTION MATTERS INC 198 NORWOOD ROADPORT JEFFERSON NY 11776	11/19/2015	11/19/2020
DOL	AG		KOSTAS "GUS" ANDRIKOPOULOS		2461 47TH STREET ASTORIA NY 11103	09/26/2013	09/26/2018
DOL	DA	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL	*****6224	LAKESIDE FIRE SPRINKLERS LLC		125 CHAUTAUQUA AVENUE LAKEWOOD NY 14750	06/24/2015	06/24/2020
DOL	AG	*****4643	LALO DRYWALL, INC.		221 OLD FORD ROAD NEW PLATZ NY 12561	05/20/2016	05/20/2021
DOL	DOL	*****4505	LARAPINTA ASSOCIATES INC		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	DOL		LAURI MARTONE		112 OSCAWANA HEIGHTS ROAD PUTNAM VALLEY NY 10542	08/27/2013	08/27/2018
DOL	DOL		LAVERN GLAVE		161 ROBYN RD MONROE NY 10950	09/15/2014	09/15/2019
DOL	DOL		LAVERN GLAVE		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL		LAWRENCE J RUGGLES		P O BOX 371 ROUND LAKE NY 12151	05/12/2014	05/12/2019
DOL	DOL	*****1364	LEAD CONSTRUCTION SERVICES INC		3 ALAN B SHEPARD PLACE YONKERS NY 10705	03/19/2015	03/19/2020
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	06/24/2016	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	06/24/2016	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	01/17/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	08/14/2017	09/19/2022
DOL	AG		LEONID FRIDMAN		APT 5 200 BRIGHTON, 15TH STBROOKLYN NY 11235	01/23/2014	01/23/2019
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	08/14/2017	08/14/2022

DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	01/17/2017	09/19/2022
DOL	DOL		LINDSEY R CRILL		143 FILLMORE AVENUE BUFFALO NY 14210	01/08/2015	01/08/2020
DOL	AG	*****4216	LOTUS-C CORP.		81-06 34TH AVENUE APT. 6EJACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	AG		LUIS MARTINEZ	LALO DRYWALL	211 MAIN ST. NEW PALTZ NY 12561	05/20/2016	05/20/2021
DOL	NYC	*****2850	M A 2 FLAGS CONTRACTING CORP		25-18 100TH STREET EAST ELMHURST NY 11369	08/21/2013	08/21/2018
DOL	DOL		M ANVER BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	AG	*****6957	M B DIN CONSTRUCTION INC		8831 20TH AVENUE/SUITE 6E BROOKLYN NY 11214	11/17/2015	11/17/2020
DOL	NYC	*****6317	M S QUALITY CONSTRUCTION LLC		27 MAPLEWOOD AVENUE COLONIA NJ 07067	02/04/2015	02/04/2020
DOL	DOL		M. ANVER BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	NYC		MACIEJ SONTOWSKI		27 MAPLEWOOD AVENUE COLONIA NJ 07067	02/04/2015	02/04/2020
DOL	NYC	*****9590	MACK GLASSNAUTH IRON WORKS INC		137 LIBERTY AVENUE BROOKLYN NY 11212	12/21/2015	12/21/2020
DOL	NYC	*****3141	MACKEY REED ELECTRIC INC		1ST FLOOR STORE FRONT 88-10 LITTLE NECK PARKWAYFLORAL PARK NY 11001	06/24/2014	06/24/2019
DOL	DOL	*****1784	MADISON AVE CONSTRUCTION CORP		39 PENNY STREET WEST ISLIP NY 11795	11/02/2016	11/02/2021
DOL	DOL		MALARKEY'S BAR & GRILL LLC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****0705	MALARKEY'S PUB & GRUB LLC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		MARIACHI'S PIZZERIA		C/O DOUGLAS L MALARKEY 64 VICTORIA DRIVEBINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL		MARK MIONIS		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL	*****5533	MARQUISE CONSTRUCTION & DEVELOPMENT CORP		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	DOL	*****8810	MARQUISE CONSTRUCTION ASSOCIATES INC		20 BOSWELL ROAD PUTNAM VALLEY NY 10579	09/03/2013	09/03/2018
DOL	DOL	*****1134	MARQUISE CONSTRUCTION CORP		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	DOL		MARVIN A STURDEVANT		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	DOL		MATTHEW IDEMA GENERAL CONTRACTORS INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL	*****6416	MCCALL MASONRY		P O BOX 304 SAYRE PA 18840	08/09/2016	08/09/2021
DOL	DOL	*****4259	MERCANDO CONTRACTING CO INC		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	02/03/2019
DOL	DOL	*****0327	MERCANDO INDUSTRIES LLC		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	02/03/2019
DOL	NYC	*****5330	METRO DUCT SYSTEMS INC		1219 ASTORIA BOULEVARD LONG ISLAND CITY NY 11102	04/16/2014	11/19/2020
DOL	DOL	*****3368	MICEK CONSTRUCTION CO INC		20 CROSS STREET FALCONER NY 14733	12/02/2014	12/02/2019
DOL	DOL		MICHAEL A PASCARELLA		SUITE 100 2105 WEST GENESEE STREET SYRACUSE NY 13219	01/06/2016	01/06/2021
DOL	DOL		MICHAEL F LEARY JR		3813 SNOWDEN HILL ROADNEW HARTFORD NY 13413	06/19/2013	06/19/2018
DOL	DOL		MICHAEL F LEARY JR METAL STUD & DRYWALL		3813 SNOWDEN HILL ROAD NEW HARTFORD NY 13413	06/19/2013	06/19/2018
DOL	NYC		MICHAEL HIRSCH		C/O MZM CORP 163 S MAIN STREETNEW CITY NY 10956	01/28/2016	01/28/2021
DOL	DOL		MICHAEL KTISTAKIS		363 88TH STREET BROOKLYN NY 11209	11/18/2013	11/18/2018

DOL	DOL		MICHAEL WILSON	WILSON BROTHER DRYWALL CONTRACTORS	36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	DOL		MICHELLE L BARBER		635 LUZERNE ROAD QUEENSBURY NY 12804	09/16/2013	09/16/2018
DOL	NYC		MIGUEL ACOSTA		25-18 100TH STREET EAST ELMHURST NY 11369	08/21/2013	08/21/2018
DOL	NYC		MILANCE HADZIC		22 CALIFORNIA AVE - STE 1 PATERSON NJ 07503	03/11/2015	03/11/2020
DOL	AG		MOHAMMAD RIAZ		46 RUGBY ROAD WESTBURY NY 11590	11/20/2013	11/20/2018
DOL	AG		MOHAMMED N CHATHA		8831 20TH AVENUE/SUITE 6E BROOKLYN NY 11214	11/17/2015	11/17/2020
DOL	DOL	*****2737	MOUNTAIN'S AIR INC		2471 OCEAN AVENUE- STE 7A BROOKLYN NY 11229	09/24/2012	09/18/2020
DOL	DOL		MUHAMMAD BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL		MUHAMMAD BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL		MUHAMMAD PERVAIZ		C/O CHAMPION CONSTRUCTION 2131 SCHENECTADY AVENUEBROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	NYC	*****3613	MZM CORP		163 S MAIN STREET NEW CITY NY 10956	01/28/2016	01/28/2021
DOL	NYC	*****1284	NEW AMERICAN RESTORATION INC		22 CALIFORNIA AVE - STE 1 PATERSON NJ 07503	03/11/2015	03/11/2020
DOL	DA	*****6988	NEW YORK INSULATION INC		58-48 59TH STREET MASPETH NY 11378	05/16/2012	05/08/2020
DOL	NYC	*****4839	NEW YORK RIGGING CORP		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	DOL		NICHOLAS DEGREGORY JR	NJ DEGREGORY & COMPANY	1698 ROUTE 9 GLENS FALLS NY 12801	05/23/2013	05/23/2018
DOL	NYC		NICHOLAS PROVENZANO		147 BROOME AVENUE ATLANTIC BEACH NY 11509	03/03/2014	03/03/2019
DOL	NYC		NICHOLAS PROVENZANO		147 BROOME AVENUE ATLANTIC BEACH NY 11509	03/03/2014	03/03/2019
DOL	DOL	*****5279	NJ DEGREGORY & COMPANY		1698 ROUTE 9 GLENS FALLS NY 12801	05/23/2013	05/23/2018
DOL	DOL		NJ DEGREGORY & SONS CONSTRUCTION		1698 ROUTE 9 GLENS FALLS NY 12801	05/23/2013	05/23/2018
DOL	NYC	*****1968	NORTH AMERICAN IRON WORKS INC		1560 DECATUR STREET RIDGEWOOD NY 11385	05/15/2015	05/15/2020
DOL	DOL	*****6966	NORTH COUNTRY DRYWALL AND PAINT		23167 COUNTY ROUTE 59 DEXTER NY 13634	10/24/2016	10/24/2021
DOL	DOL	*****0065	NORTHEAST LANDSCAPE AND MASONRY ASSOC		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10523	01/23/2017	01/23/2022
DOL	DOL	*****1845	OC ERECTERS, LLC A/K/A OC ERECTERS OF NY INC.		1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442	01/16/2018	01/16/2023
DOL	NYC	*****8337	OPTIMUM CONSTRUCTION INC		23-73 48TH STREET LONG ISLAND CITY NY 11103	04/24/2014	04/24/2019
DOL	NYC		ORSON ARROYO		C/O METRO DUCT SYSTEMS 12-19 ASTORIA BOULEVARDLONG ISLAND CITY NY 11102	04/16/2014	11/19/2020
DOL	DOL	*****4546	PAF PAINTING CORP		161 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****5242	PAF PAINTING SERVICES INC	GARDEN STATE PAINTING	157 TIBBETTS ROAD YONKERS NY 10103	03/12/2014	03/12/2019
DOL	DOL		PAF PAINTING SERVICES OF WESTCHESTER INC		C/O SPIEGEL & UTRERA 1 MAIDEN LANE - 5TH FLNEW YORK NY 10038	03/12/2014	03/12/2019
DOL	DOL	*****8802	PAT'S HEATING AND AIR CONDITIONING LTD		P O BOX 371 ROUND LAKE NY 12151	05/12/2014	05/12/2019
DOL	DOL		PATRICIA M RUGGLES		P O BOX 371 ROUND LAKE NY 12151	05/12/2014	05/12/2019
DOL	NYC	*****9422	PELIUM CONSTRUCTION, INC.		22-33 35TH ST. ASTORIA NY 11105	12/30/2016	12/30/2021
DOL	DOL		PETER M PERGOLA		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10523	01/23/2017	01/23/2022
DOL	NYC		PETER TRITARIS		5990 58TH AVENUE MASPETH NY 11378	11/18/2013	11/18/2018
DOL	DOL		PIERRE LAPORT		224 COUNTY HIGHWAY 138 BROADALBIN NY 12025	03/07/2017	03/07/2022

DOL	DOL	*****1543	PJ LAPORT FLOORING INC		224 COUNTY HIGHWAY 138 BROADALBIN NY 12025	03/07/2017	03/07/2022
DOL	DOL	*****2989	PROFESSIONAL ESTIMATING & BUSINESS CORP		157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****6895	PROLINE CONCRETE OF WNY INC		3090 SHIRLEY ROAD NORTH COLLINS NY 14111	04/19/2011	07/08/2020
DOL	DA	*****6817	QUADRANT METAL BUILDINGS LLC		2740 SW MARTIN DOWNS BLVD PALM CITY FL 34990	08/25/2016	08/25/2021
DOL	DOL	*****0015	RAMADA CONSTRUCTION CORP		80 SAVO LOOP STATEN ISLAND NY 10309	01/07/2014	01/07/2019
DOL	NYC		RAMESHWAR ASU		137 LIBERTY AVENUE BROOKLYN NY 11212	12/21/2015	12/21/2020
DOL	DOL		RANA A KAHN		1973 81ST ST - SUITE A-5 BROOKLYN NY 11214	01/08/2015	01/08/2020
DOL	NYC		RANTIK PARIKH		13 LORIANN ROAD WARREN NJ 07059	07/15/2015	07/15/2020
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP		3 PARK CIRCLE MIDDLETOWN NY 10940	09/16/2013	09/15/2019
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP		3 PARK CIRCLE MIDDLETOWN NY 10940	01/30/2018	01/30/2023
DOL	NYC		RAYMOND PEARSON		P O BOX 957 PORT JEFFERSON STA NY 11776	03/12/2014	03/12/2019
DOL	AG	*****7015	RCM PAINTING INC.		69-06 GRAND AVENUE 2ND FLOORMASPETH NY 11378	02/07/2018	02/07/2023
DOL	DOL		REGINALD WARREN		161 ROBYN RD MONROE NY 10950	09/15/2014	09/15/2019
DOL	DOL		REGINALD WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	NYC	*****3461	RELIANCE GENERAL CONSTRUCTION INC		644 OCEAN PARKWAY BROOKLYN NY 11230	09/02/2015	09/02/2020
DOL	DOL		REVOLUTIONARY FLOORS LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL		RHINO CONCRETE LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DA		RIANN MULLER		2740 SW MARTIN DOWNS BLVD PALM CITY FL 34990	08/25/2016	08/25/2021
DOL	DOL		RICHARD WILSON		C/O DUFOUR GROUP INC 353 WEST 56TH STREET #7MNEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL	*****8618	RIEKS CONTRACTING LLC		4804 GAHWILER ROAD AUBURN NY 13021	05/01/2015	05/01/2020
DOL	DOL		ROBBYE BISSESAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROBERT BRUNO		3 GAYLORD ST AUBURN NY 13021	11/15/2016	11/15/2021
DOL	DOL	*****1855	ROBERT D BISHOP JR	ROBERT D BISHOP JR	P O BOX 112 MORRISSONVILLE NY 12962	07/15/2014	07/15/2019
DOL	DOL		ROBERT D BISHOP JR		P O BOX 112 MORRISONVILLE NY 12962	07/15/2014	07/15/2019
DOL	NYC		ROBERT GUIDO		3256 BRUNER AVENUE BRONX NY 10469	07/29/2014	07/29/2019
DOL	DOL		ROBERT L EVANS		128A NORTH STAMFORD ROAD STAMFORD CT 06903	05/23/2013	05/23/2018
DOL	DOL		ROBERT TORDELLA		125 CHAUTAUQUA AVENUE LAKEWOOD NY 14750	06/24/2015	06/24/2020
DOL	DOL	*****3859	ROCHESTER ACOUSTICAL CORP		P O BOX 799 HILTON NY 14468	02/19/2016	02/19/2021
DOL	NYC		RODNEY SCOTT		201 HEMPSTEAD AVENUE WEST HEMPSTEAD NY 11552	10/30/2015	10/30/2020
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	09/16/2013	09/15/2019
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL		ROSS J MUSCOLINO		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	DOL		RYAN ALBIE		21 S HOWELLS POINT ROAD BELLPORT NY 11713	02/21/2017	02/21/2022
DOL	DOL	*****3347	RYAN ALBIE CONTRACTING INC		21 S HOWELLS POINT ROAD BELLPORT NY 11713	02/21/2017	02/21/2022
DOL	DOL		S & S ELECTRIC		235 BROADWAY SCHENECTADY NY 12306	06/19/2013	06/19/2018

DOL	NYC		SABIR MUHAMMED		SUITE B-8 782 PELHAM PARKWAY SOUTHBRONX NY 10462	04/21/2016	04/21/2021
DOL	NYC		SAEED HASAN		4558 BROADWAY #6 NEW YORK NY 10040	08/04/2014	08/04/2019
DOL	NYC	*****2117	SCOTT ELECTRICAL LLC		201 HEMPSTEAD AVENUE WEST HEMPSTEAD NY 11552	10/30/2015	10/30/2020
DOL	DOL	*****9751	SCW CONSTRUCTION		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022
DOL	DOL		SEAKCO CONSTRUCTION COMPANY LLC		128A NORTH STAMFORD ROAD STAMFORD CT 06903	05/23/2013	05/23/2018
DOL	DOL	*****9030	SEAKCO NEW YORK LLC	SEAKCO CONSTRUCTI ON COMPANY	128A NORTH STAMFORD ROAD STAMFORD CT 06903	05/23/2013	05/23/2018
DOL	DOL		SEAN BURBAGE	C/O SEAN BURBAGE CORP	445 ROOSA GAP ROAD BLOOMINGBURG NY 12721	04/14/2014	04/14/2019
DOL	DOL	*****6586	SEAN BURBAGE CORP		445 ROOSA GAP ROAD BLOOMINGBURG NY 12721	04/14/2014	04/14/2019
DOL	AG		SERGIO RAYMUNDO		109 DUBOIS RD. NEW PALTZ NY 12561	05/20/2016	05/20/2021
DOL	DOL	*****6904	SIGNING STAR LIMITED LIABILITY COMPANY		5 HANSEN PLACE WAYNE NJ 07470	09/18/2013	09/18/2018
DOL	DOL	*****4025	SOLUTION MATTERS INC		198 NORWOOD ROAD PORT JEFFERSON NY 11776	11/19/2015	11/19/2020
DOL	NYC	*****4934	SPHINX CONTRACTING CORP		240 HOME STREET TEANECK NJ 07666	08/04/2014	08/04/2019
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL		STEPHEN BIANCHI		462 LAKEVIEW AVENUE VALHALLA NY 10595	12/16/2013	12/16/2018
DOL	DOL	*****9751	STEPHEN C WAGAR		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022
DOL	DOL		STEPHEON SHELDON	FANTASTIC PAINTING	493 LANSING ROAD FULTONVILLE NY 12072	11/18/2013	11/18/2018
DOL	DOL		STEVEN P SUCATO		15-68 208TH STREET BAYSIDE NY 11360	06/23/2016	06/23/2021
DOL	DOL		STEVEN SAGGESE		3005 WYNSUM AVENUE MERRICK NY 11566	08/18/2014	08/18/2019
DOL	DOL		STEVEN TESTA		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022
DOL	DOL		STUART CHAITIN		634 ROUTE 303 BLAUVET NY 10913	07/26/2012	11/19/2018
DOL	NYC	*****9432	SUBLINK LTD		346 THIRD AVENUE PELHAM NY 10803	11/19/2015	11/19/2020
DOL	DOL		SUZANNE G GOLD	C/O GOLDS FLOORING INSTALLATION S INC	25 HAMILTON ROAD MONTICELLO NY 12701	10/16/2013	10/16/2018
DOL	DOL	*****7441	T & T CONCRETE INC		2560 HAMBURG TURNPIKE P O BOX 367LACKAWANNA NY 14218	07/08/2015	07/08/2020
DOL	DOL	*****7417	TADCO CONSTRUCTION		101-61 99TH STREET OZONE PARK NY 11416	02/15/2017	02/15/2022
DOL	DOL		TADCO CONSTRUCTION		101-61 99TH STREET OZONE PARK NY 11416	02/15/2017	02/15/2022
DOL	DOL	*****7417	TADCO CONSTRUCTION CORP		101-61 99TH STREET OZONE PARK NY 11416	02/15/2017	02/15/2022
DOL	DOL		TALAILA OCAMPA		1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442	01/16/2018	01/16/2023
DOL	DOL		TAMMY LACITIGNOLA		C/O CATSKILL FENCE INSTAL 5445 ROUTE 32CATSKILL NY 12414	08/22/2014	08/22/2019
DOL	DOL	*****9852	TAP STEEL INC		ROUTE 26 3101 P O BOX 457CONSTABLEVILLE NY 13325	01/28/2016	01/28/2021
DOL	DOL		TECH-MECHANICAL FAB DC INC		5 PARKER AVENUE POUGHKEEPSIE NY 12601	03/25/2014	03/25/2019
DOL	DOL	*****5570	TESTA CORP		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022
DOL	DOL	*****0887	THE BRINSON PAINTING CORPORATION		72 TAUNTON PLACE BUFFALO NY 14216	04/14/2015	04/14/2020
DOL	DOL	*****8174	THE DALRYMPLE CORPORATION		UNIT 278 541 10TH STREET NWATLANTA GA 30318	12/01/2015	12/01/2020
DOL	DOL	*****8174	THE DALRYMPLE GROUP LLC		289 JONESBORO RD/ STE 216 MCDONOUGH GA 30253	12/01/2015	12/01/2020

DOL	DOL	*****2070	THE UNIVERSAL GROUP OF NEW YORK INC		212 OXFORD WAY SCHENECTADY NY 12309	12/11/2012	09/16/2018
DOL	DOL	*****9243	THE WELCOME MAT PROPERTY MANAGEMENT LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL		THOMAS DESANTIS	DESANTIS ENTERPRISES	161 OSWEGO RIVER ROAD PHOENIX NY 13135	09/24/2013	11/18/2018
DOL	NYC		THOMAS SCARINCI		130-43 92ND AVENUE RICHMOND HILLS NY 11418	11/27/2013	11/27/2018
DOL	DOL		TIMOTHY A PALUCK		C/O TAP STEEL INC RTE 26 3101/ P O BOX 457CONSTABLEVILLE NY 13325	01/28/2016	01/28/2021
DOL	DOL		TIMOTHY F BARBER		635 LUZERNE ROAD QUEENSBURY NY 12804	09/16/2013	09/16/2018
DOL	NYC	*****1523	TM MECHANICAL CORP		130-43 92ND AVENUE RICHMOND HILLS NY 11418	11/27/2013	11/27/2018
DOL	DOL	*****0600	TOMSON ALLOYS RECYCLING INC		143 FILLMORE AVENUE BUFFALO NY 14210	01/08/2015	01/08/2020
DOL	DOL	*****3453	TORCHIA'S HOME IMPROVEMENT		10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	DOL	*****6914	TRI-COUNTY RESTORATIONS & CONSTRUCTION INC		13 SUMMERSET DRIVE WALLKILL NY 12589	08/22/2014	08/22/2019
DOL	DOL		TRI-COUNTY RESTORATIONS INC		392 ROCK CUT ROAD WALDEN NY 12586	08/22/2014	08/22/2019
DOL	DOL	*****8311	TRIPLE B FABRICATING, INC.		61 WILLETT ST. PASSAIC NJ 07503	10/26/2016	10/26/2021
DOL	DOL	*****9407	TURBO GROUP INC		15-68 208TH STREET BAYSIDE NY 11360	06/23/2016	06/23/2021
DOL	AG	*****6490	UNIVERSAL STEEL FABRICATORS INC		90 JUNIUS STREET BROOKLYN NY 11212	01/23/2014	01/23/2019
DOL	NYC	*****7174	V&R CONTRACTING		P O BOX 957 PORT JEFFERSON STA NY 11776	03/12/2014	03/12/2019
DOL	NYC		VALERIE VISCONTI		346 THIRD AVENUE PELHAM NY 10803	11/19/2015	11/19/2020
DOL	NYC		VEAP SELA	C/O COLONIAL ROOFING COMPANY INC	247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	NYC		VICK CONSTRUCTION		21 DAREWOOD LANE VALLEY STREAM NY 11581	12/31/2013	12/31/2018
DOL	NYC		VICKRAM MANGRU	VICK CONSTRUCTI ON	21 DAREWOOD LANE VALLEY STREAM NY 11581	12/31/2013	12/31/2018
DOL	DOL		VICTOR ROTENBERG		C/O GMDV TRANS INC 67048 182ND STREETFRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	NYC		VINCENT PIZZITOLA		P O BOX 957 PORT JEFFERSON STA NY 11776	03/12/2014	03/12/2019
DOL	NYC		VITO GARGANO		1535 RICHMOND AVE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	DOL		WAYNE LIVINGSTON JR	NORTH COUNTRY DRYWALL AND PAINT	23167 COUNTY ROUTE 59 DEXTER NY 13634	10/24/2016	10/24/2021
DOL	DOL		WESLEY J STAROBA		206 TALLY HO COURT SCHENECTADY NY 12303	06/19/2013	06/19/2018
DOL	DOL	*****0078	WESLEY J STAROBA INC	S & S ELECTRIC	235 BROADWAY SCHENECTADY NY 12306	06/19/2013	06/19/2018
DOL	DOL		WILLIAM CONKLIN		5 PARKER AVENUE POUGHKEEPSIE NY 12601	03/25/2014	03/25/2019
DOL	DOL		WILLIAM DEAK		C/O MADISON AVE CONSTR CO 39 PENNY STREETWEST ISLIP NY 11795	11/02/2016	11/02/2021
DOL	DOL		WILLIAM MAZZELLA		134 MURRAY AVENUE YONKERS NY 10704	02/03/2014	02/03/2019
DOL	DOL		WILLIE BRINSON		72 TAUNTON PLACE BUFFALO NY 14216	04/14/2015	04/14/2020
DOL	DOL	*****6195	WILSON BROTHER DRYWALL CONTRACTORS		36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	DOL	*****4043	WINDSHIELD INSTALLATION NETWORK, INC.		200 LATTA BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	*****7345	YES SERVICE AND REPAIRS CORPORATION		145 LODGE AVE HUNTINGTON STATION NY 11476	08/09/2016	08/09/2021

DOL	DOL		YURIY IVANIN		C/O MOUNTAIN'S AIR INC 2471 OCEAN AVENUE-STE 7ABROOKLYN NY 11229	09/24/2012	09/18/2020

ERIE COUNTY DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE COMMISSIONER

NAME OF BIDDER

BID SUBMITTED BY: _____

PROPOSAL FOR:

GENERAL CONSTRUCTION WORK

BNCC 2018 PHASE 2 TOILET ROOM RENOVATIONS
Convention Center Plaza
153 Franklin Street
Buffalo, NY 14202

TO: **William E. Geary,** Commissioner of Public Works
Erie County Department of Public Works
Rath Building, 95 Franklin Street, Suite 1400, Buffalo, NY 14202

Commissioner Geary:

Pursuant to and in compliance with your advertisement for Bids, the undersigned offers to furnish all materials and all plant, labor, supplies, equipment, transportation and other facilities necessary or proper for, or incidental to the construction work, as required by and in strict accord with the contract documents dated 06/11/2018 entitled: *"BNCC 2018 Phase 2 Toilet Room Renovations"* including all Addenda for the following sum of:

BASE BID: **Renovations to Ballroom Level Toilet Rooms 130 & 131 and Exhibit Hall Level Toilet Rooms 206 & 207.**

1. Demolition and installation of new finishes and plumbing fixtures in existing toilet rooms.

_____

/100 DOLLARS ($)

_____

Completion: We agree to complete this work within _____ calendar days from the Notice to Proceed.

CAUTION: Be advised that Erie County Law 2-2006 will be enforced. All bidders must adhere to the provisions detailed on page G-7 of this Proposal. For consideration, bidders must (1) check the appropriate box and (2) enclose the corresponding paperwork.

CAUTION: ERIE COUNTY EXECUTIVE ORDER #18: The project contemplated by these Bid Specifications may be subject to Erie County Executive Order #18 ("EO #18") which is included along with its Rules and Regulations for reference in Appendix "D" to the General Conditions of this Bid. The Erie County Department or Division letting the contract will advise the successful bidder if it must comply with EO #18 at the time of award. All bids must include a verified attestation of intent to comply and statement of work force. Such attestation and statement is attached hereto. Any bids received which do not include such attestation or include an incomplete attestation will be deemed non-compliant and will not be considered for award. Should it be determined that the project is subject to EO #18, Contractor must provide county with a fully executed and verified Local and Disadvantaged Worker Compliance Certification prior to final execution of an award agreement. For informational purposes only, such Certification is included in Appendix "D" to the General Conditions of this Bid. An EO #18 compliance program will be implemented on all projects determined to be subject to such Order. Again for informational purposes only, compliance documentation is included in Appendix "D" to the General Conditions of this Bid.

ALTERNATE BIDS

The undersigned further proposes and agrees that if any or all of the following alternates are accepted and included in the contract, the total amount of the contract as heretofore stated shall be accordingly increased, or decreased, as the case may be. All materials and workmanship shall be in strict accordance with specifications and drawings.
The Owner, as a term and condition of Bid, reserves the right to either accept or reject any or all of the alternates appearing below. Pursuant to the Owner's right of acceptance or rejection, the Contractor submitting this Proposal hereby agrees that he will hold all of the alternate prices appearing below for the duration of the contract.

A. Alternate Bid Alt.-1: Renovations to Ballroom Level Toilet Rooms 156 & 157.

1. Demolition and installation of new finishes and plumbing fixtures in existing toilet rooms.

ADD DEDUCT (circle one) _____

_____ **/100 DOLLARS ($)**

Completion in Calendar Days: _____

ALLOWANCES

Certain work is specified in the Contract Documents by allowance. The allowances include: furnishing all materials and all plant, labor, supplies, equipment, transportation and other facilities necessary or proper for, or incidental to the work. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. If necessary, additional requirements will be issued by Change Order.

Allowance no. A-1: Not Applicable.

SUBSTITUTIONS

If awarded a contract based on the above proposal, we will use materials and equipment specified with the following exceptions:

ITEMS	MANUFACTURER'S NAME AND PRODUCT DESCRIPTION

It is understood that if any of the above proposed substitutions are not accepted by the Owner, we will furnish the product named in the specifications. Substitutions are not permitted after the award of contract.

ADDENDA:

The foregoing proposal covers the following Addenda:

(Here list, by number, each addendum issued prior to bidding.)

NON-COLLUSIVE BIDDING CERTIFICATE.

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

    a. The prices in this bid have been arrived at independently with no 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; and

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

c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit a bid for the purpose of restricting competition; and

d. If the bidder is a corporation, this certificate is and shall be deemed to have been authorized by the board of directors of the bidder, and such authorization is and shall be deemed to include the signing and submission of the bid and the inclusion therein of this certificate of non-collusion as the act and deed of the corporation.

2. Pursuant to 103-d, General Municipal Law, a bid shall not be considered for award nor shall any award be made where the above Non-Collusive Certificate, Paragraphs 1, (A), (B), (C), and (D) have not been complied with, unless explained, justified and legally excused in accordance with said law.

This proposal and/or contract shall be governed by New York State Law.

The undersigned agrees together into a contract for the above stated compensation, under the terms and conditions outlined, plus any other conditions mutually agreed upon.

SUBSCRIBED: _____

NAME OF FIRM: _____

AUTHORIZED SIGNATURE: _____

PRINTED OR TYPEWRITTEN
NAME OF SIGNATORY: _____

TITLE: _____

ADDRESS: _____

PHONE No.: _____ FAX No.: _____

EMAIL ADDRESS: _____

DATE: _____

SEAL IF BIDDER
IS A CORPORATION

ERIE COUNTY DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE COMMISSIONER

To facilitate correct drawing and execution of contract, Bidders shall supply full information concerning legal status as follows:

NAME: _____

CORPORATION CO-PARTNERSHIP AN INDIVIDUAL TRADE
(Strike out classification not applicable.)

ADDRESS OF PRINCIPAL OFFICE:

Street: _____

City: _____

State: _____

LOCAL BRANCH OFFICE ADDRESS:

_____

INCORPORATED UNDER THE LAWS OF THE STATE OF: _____

If Foreign Corporation, state if authorized to do business in the State of New York: (YES) (NO)

If Co-Partnership, Names of Partners and Addresses are:

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

If doing business under Trade Name, Assumed Name or Firm Style:

Name of Owner: _____

Certificate Filed: _____ _____

(Place) (Date)

NEW YORK STATE CERTIFIED APPRENTICESHIP TRAINING PROGRAM CERTIFICATION

Pursuant to Erie County Local Law 2-2006 the following MUST be submitted along with supporting documentation unless the Contracting Agency has otherwise determined under Section 2f of the Erie County Rules and Regulations that the New York State Certified Apprenticeship Training Program does not apply.

TO BE FILLED OUT BY BIDDER: please check that which applies on sign below.

[ ] Enclosed is a copy of the certification of approval of the New York State Certified Apprenticeship Training Program (NYSCATP) by the New York State Department of Labor which, as Bidder, will use in connection with the construction contract. Also Enclosed is a written plan demonstrating how apprentices will be utilized by the Bidder As Prime Contractor or by the Subcontractor(s) to the Bidder as Prime Contractor. Such Plan shall include at a minimum:

i. An organized written plan in place that embodies the terms and conditions of employment, training and supervision of one or more apprentices;
ii. A schedule of wages to be paid to the apprentices consistent with the skills required and approved by the New York State Department of Labor;
iii. Equal employment and affirmative action plans; and
iv. Demonstration that ten percent (10%) of the Workforce of the Prime Contractor (inclusive of the workforce utilized by any Subcontractor(s) to the Bidder) shall consist of persons participating in NYSCATP.

[ ] Enclosed is a detailed explanatory written statement as to the inapplicability of Apprenticeship participation due to: the lack of career opportunities in NYSCATP Approved by New York State Department of Labor Commissioner; OR the magnitude of the construction contract which would make use of apprentices impracticable.

_____	_____	_____
SIGNATURE	*COMPANY NAME*	*DATE*

CONTRACTOR'S OWN WORKFORCE

(This form must be submitted with the Contractor's bid proposal)

Pursuant to Section 3.18 – Contractor's Own Workforce, of the General Conditions, the Contractor submitting a bid proposal acknowledges that they will perform a minimum of 25% of the work with their own workforce as follows:

Task	Value of Work
Total Value of Workforce	
Percentage of Total Bid	%

_____ _____ _____

SIGNATURE *COMPANY NAME* *DATE*

Erie County Equal Pay Certification

In order to comply with Executive Order 13 dated November 6, 2014, we hereby certify that we are in compliance with federal law, including the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964, Federal Executive Order 11246 of September 24, 1965 and New York State Labor Law Section 194 (together "Equal Pay Law"). We understand that this certification is a material component of this contract. Violation of the provisions of Executive Order 13, which is attached hereto and made a part hereof, can constitute grounds for the immediate termination of this contract and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.

We have evaluated wages and benefits to ensure compliance with the Equal Pay Law. We certify that we have not been the subject of an adverse finding under the Equal Pay Law within the previous five years and, in the alternative, if we were the subject of an adverse finding under the Equal Pay Law within the previous five years, we have annexed a detailed description of the finding(s). In addition, we have annexed a detailed description of any currently pending claims under the Equal Pay Law in which we are involved.

_____
Signature

Verification

A) OWNER/PARTNERSHIP

STATE OF _____)
COUNTY OF _____) SS:

_____, being duly sworn, states he or she is the owner of (or a partner in) _____, and is making the foregoing Certification and that the statements and representations made in the Certification are true to his or her own knowledge.

Sworn to before me this _____Day of _____, 20__

_____
Notary

B) CORPORATE

STATE OF _____)
COUNTY OF _____) SS:

_____, being duly sworn, states that he or she is the
Name of Corporate Officer
_____, of_____,
Title of Corporate Officer Name of Corporation
the enterprise making the foregoing Certification, that he or she has read the Certification and knows its contents, that the statements and representations made in the Certification are true to his or her own knowledge, and that the Certification is made at the direction of the Board of Directors of the Corporation.
Sworn to before me this _____Day of _____, 20__

_____
Notary

ERIE COUNTY EXECUTIVE ORDER #18
ATTESTATION AND
STATEMENT OF WORKFORCE

We hereby attest that we have read and understand Erie County Executive Order #18 ("EO #18"). We acknowledge that the project we are bidding on may be subject to the provisions thereof. We further attest that, should we be identified as the successful bidder and should the appropriate individual or entity determine that this project is subject to EO #18, we will be in compliance with such Order, or we will have been granted a partial waiver by the Erie County Office of Equal Employment Opportunity prior to starting work on the project.

We further acknowledge that in order for Erie County to determine if the project we are bidding on is subject to EO #18, they need to analyze the workforce that we intend to use on such project. We therefore now do attest that it is our current intention to use _____#___ construction workers, which number includes any subcontracted construction workers, on this project should it be awarded to us. For purposes of this attestation we understand that construction worker shall mean a laborer, workman, or mechanic who is directly involved in the construction, reconstruction, improvement, rehabilitation, installation, alteration, renovation, demolition or otherwise providing for any building, facility, roads, highways, bridges, or physical structure of any kind, but does not include professional services employees.

_____
Signature

Verification

STATE OF NEW YORK)
COUNTY OF ERIE) SS:

A)
_____, being duly sworn, states he or she is the owner of (or partner in) _____, and is making the foregoing Attestation and Statement of Workforce and that such representations made are true to his or her own knowledge.

B)
_____, being duly sworn, states that he or she is the (Name of Corporate Officer) _____, of (Name of Corporation or Enterprise)_____, that he or she has read the Attestation and Statement of Workforce and that such representations made are true to his or her knowledge, and are made at the direction of the Board of Directors of the Corporation.

Sworn to before me this _____ _____
Day of _____. 20_____ Notary Public

EXPERIENCE QUESTIONNAIRE *

Name of Project: _____

Submitted by: _____

_____Corporation

_____Co-partnership

_____An Individual

_____Joint Venture

Principal Office: _____

Telephone #:_____ FAX #:_____

The Signatory of this questionnaire guarantees the truth and accuracy of all statements and of all statements and of all answers to interrogatories hereinafter made.

1. How many years has your organization been in business as a contractor under your present business name?_____.

2. How many years experience in_____ construction work has your organization had:

   (a) As a Contractor_____

   (b) As a Sub-Contractor_____

3. What projects have your organization completed in the last five years?

Contract Amount	Class of Work	Date Completed	Name & Address of Owner

4. List the Names and Addresses of Officers and/or Partners of the organization:

_____

_____

_____

_____

*Attach Additional Sheets as necessary

5. Have you ever failed to complete any work awarded to you?_____

   If so, provide the name of the project, the date of the project, if the failure was as a subcontractor, the name of the prime contractor and the reasons for the failure to complete the work.

6. Has any Officer or Partner of your organization ever been an Officer or Partner of some other organization that failed to complete a construction contract?____ If so, state the name of the individual, the other organization and the reason therefore.

7. Has this organization or any of its directors, officers, partners or owners:

   a. Been convicted of any business-related conduct constituting a crime under State or Federal law? _____ If yes, provide dates and details

   b. Been debarred, suspended or in any way prohibited from bidding on government contracts?_____ If yes, provide dates and details

   c. Had any of its bids been rejected on the grounds that they were not a responsible bidder? _____ If yes, provide dates and details

   d. Been determined to be in violation of any State or Federal Labor Law or regulation, including OSHA violations?_____ If yes, provide dates and detail.

   e. Had its DBE, MBE, or WBE certification revoked?_____ If yes, provide dates and details.

f. Had a Bid rejected on any competitively bid contract for failure to meet statutory affirmative action, MBE or WBE requirements? _____. If yes, provide dates and details

g. Been determined to be in violation of Federal or State environmental laws in conjunction with any construction project?_____. If yes, provide dates and details.

8. Has any Officer or Partner of your organization ever failed to complete a construction contract in his own name?_____If so, state name of the individual, name of Owner, and reason therefore.

9. Does your firm have a financial interest in any other business?___If yes, state the firm's name and address.

10. List those projects upon which your firm will be actively engaged at the time bids are received for this project. Please provide the name and address of the Owner, the Architect/Engineer, the approximate contract amount and the approximate percentage of completion of your firm's work (as of the date of this project Bid opening):

Name & Address of Owner	Contract Amount	Percent of Work Completed

11. List equipment and describe facilities, which your firm has now or will have available to begin and complete the work to be performed under the contract.

12. What proportion of the work will be performed by your firm with your own work force?

13. In the last five years have liquidated damages, penalties, liens, defaults or cancellations been imposed or filed against your firm on any project?_____ If so please list those projects:

14. Within the last two years, has your firm been the lowest bidder in a competitive bidding and not been awarded the contract?_____ If so, list the project name and give reasons why contract was not awarded to you:

15. Within the past five years, have there been any contracts performed by your firm on which the final payment has been the subject of litigation? _____ If so, list the names of the projects involved:

16. List Corporations or Individuals for whom your firm has performed work and the person who should be contacted for references:

17. List Municipalities for whom your firm has performed work and the person who should be contacted for references:

18. List Counties for whom your firm has performed work and the person who should be contacted for references:

19. List State Bureaus or Departments for whom your firm has performed work and the person who should be contacted for references:

20. Has your firm performed work for the Federal Government?_____ If so, please list the projects and the person who should be contacted for references:

21. What is the construction experience of all principal individuals of your firm? Please include: the Principal's Name, Current Position in the firm, Number of years of actual construction experience, Type and magnitude of Work:

22. Has your firm filed performance record reports with the Bureau of Contract Information, Inc., Washington, D.C.?_____

23. Is any principal of the firm or any member of his immediate family employed by the County of Erie? _____

    If yes, what Department?

    Name of County Employee?

24. Attach to the completed Experience Questionnaire a copy of the Letter Issued by the New York State Department of Labor certifying the bidders Apprenticeship Program.

25. The above information and such other information as the Owner may request or obtain will be used by the Owner in determining the reliability and responsibility of the bidder.

Dated at_____this _____day

of_____ 20_____.

Name of Organization

By:

Title

State of

County of

_____being duly sworn deposes and says that

he is _____ of _____
Name of Organization

and that answers to the foregoing questions and all statements contained therein are true and correct.

Sworn to me this

_____day of _____20

Notary Public

AGREEMENT

This Agreement made as of the _____ day of _____ by and between the COUNTY OF ERIE, a municipal corporation of the State of New York, having its principal place of business at The Edward A. Rath, County Office Building, 95 Franklin Street, Buffalo New York 14202, hereinafter called "OWNER" and _____ having its principal office at _____ hereinafter called the "CONTRACTOR".

All notices or other communications including service under this contract shall be deemed to have been properly given when sent, first class, postage prepaid, to the addresses set forth below:

For the OWNER:	For the CONTRACTOR:
County of Erie	_____
Department of Public Works	_____
Rath Building	_____
95 Franklin Street, Room 1400	_____
Buffalo, New York 14202	_____

WITNESSETH that whereas the OWNER intends to do _____ construction work in connection with _____ hereinafter called the PROJECT in accordance with Contract Documents prepared by _____ _____.

NOW, THEREFORE, The OWNER and the CONTRACTOR for the consideration hereinafter set forth, agree as follows:

THE CONTRACTOR AGREES to furnish all necessary labor, materials, equipment, tools and services necessary to perform and complete in a workman - like manner all work required for the construction of the PROJECT, in strict compliance with the Contract Documents herein mentioned, which are hereby made a part of the Contract, including the following Addenda:

Addendum # 1	Dated	Addendum # 4	Dated
Addendum # 2	Dated	Addendum # 5	Dated
Addendum # 3	Dated	Addendum # 6	Dated

a. CONTRACT TIME: Work under this Agreement shall commence upon written Notice To Proceed, and shall be substantially completed within _____ calendar days of the commencement of the Contract Time as defined in the General Conditions of the Contract.

b. SUB-CONTRACTORS: The Contractor agrees to bind every sub-contractor by the terms of the Contract Documents. The Contract Documents shall not be construed as creating any contractual relation between any sub-contractor and the OWNER.

THE OWNER AGREES to pay, and the CONTRACTOR agrees to accept, in full payment for the performance of this Contract, the Contract Amount of:

$

a. Progress Payments will be made in accordance with the General Conditions of the Contract.

CONTRACT DOCUMENTS: the Contract is comprised of the documents listed in paragraph 1.01 of the General Conditions of the Contract. In the event that any provision of one Contract Document, conflicts with the provision of another Contract Document, the provision in that Contract Document first listed below shall govern, except as otherwise specifically stated:

a. Agreement (This Instrument)
b. Addenda to Contract Documents
c. Legal and Procedural documents other than Bonds
    1. Proposal which is attached hereto as "Appendix A".
    2. Information for Bidders
    3. Advertisements
    4. Form of Affidavit for Final Payment
    5. Form of Guarantee
d. Detailed Specifications Requirements
e. Drawings
f. General conditions of the Contract (Sections 1 through 9)
g. Supplementary General Conditions
h. Bonds
    1. Performance, Labor and Material Payment Bond
    2. Proposal Guarantee

AUTHORITY AND RESPONSIBILTY OF THE ARCHITECT - ENGINEERS: All work shall be done under the general administration of the Architect / Engineer. The Architect / Engineer shall decide any and all questions which may arise as to quality and acceptability of materials furnished, work performed, rate of progress of the work, interpretation of drawings and specifications, and all questions as to the acceptable fulfillment of the contract on the part of the CONTRACTOR.

SUCCESSORS AND ASSIGNS: This agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the OWNER and the CONTRACTOR respectively and his partners, successors, assigns and legal representatives. Neither the OWNER nor the CONTRACTOR shall have the right to assign, transfer or sublet his interests or obligations hereunder without written consent of the other party.

INDEMNIFICATION: To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the County of Erie, its agents, officers and employees, from any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising out of, directly or indirectly, or relating in any way to the performance or failure to perform under this Agreement by the Contractor or third parties under the direction or control of the Contractor, including but not limited to personal injuries. The Contractor shall defend the County, at its sole expense, against any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

EXECUTORY: This Contract is executory only to the extent of funds appropriated and made available to the OWNER, therefore, and no liability shall be incurred by the OWNER beyond such available funds.

The CONTRACTOR agrees not to submit a Request for Payment until the CONTRACTOR receives an executed copy of this Agreement from the OWNER.

SPECIAL PROVISIONS: The OWNER and the CONTRACTOR mutually agree that this Agreement shall be subject to the following Special Provisions which shall supersede other conflicting provisions of this Agreement.

RESOLUTION: This Agreement is made and executed pursuant to the resolution at the session of the Erie County Legislature, adopted on the _____ day of _____ Item Reference: Comm. _____ of the Legislative proceedings, a copy of which is annexed hereto.

County of Erie _____ _____

_____ _____

DEPUTY COUNTY EXECUTIVE (TITLE)

95 Franklin Street _____

BUSINESS ADDRESS BUSINESS ADDRESS

Buffalo NY 14202 _____

CITY STATE ZIP CITY STATE ZIP

APPROVED AS TO CONTENT APPROVED AS TO FORM

_____ _____

COMMISSIONER OF PUBLIC WORKS
COUNTY OF ERIE, STATE OF NEW YORK

ASSISTANT ERIE COUNTY ATTORNEY
COUNTY OF ERIE, STATE OF NEW YORK

Contract Document Number: _____
Date: _____

C O R P O R A T E A C K N O W L E D G E M E N T

STATE OF NEW YORK }ss.:
COUNTY OF ERIE…….}

On this _____ day of _____ in the year of 20___, before me personally came ,_____, to me known, who, being duly sworn, did depose and say that he resides in _____ ; that he is the _____ _____ of the _____,corporation described in and which executed the foregoing instrument; that he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; and that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

_____

Notary Public

UNIFORM CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NEW YORK)
COUNTY OF _____) SS:

On the _____day of_____, in the year 20__, before me, the undersigned,

personally appeared Mark Poloncarz, Erie County Executive, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the entity or individual upon behalf of which the individual acted, executed the instrument.

_____

_____

_____
Notary Public

COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE COMMISSIONER

PERFORMANCE AND LABOR AND MATERIAL PAYMENT BOND

DPW PROJECT No. _____

KNOW ALL MEN BY THESE PRESENTS, That we _____

of_____(hereinafter called Principal) and

the _____a corporation of the State of New York

having its principal office in the City of _____and authorized to do business in the State of New York

(hereinafter called Surety) and held and firmly bound unto the County of Erie, State of New York (hereinafter called

Obligee), in the amount of_____($_____) Dollars,

lawful money of the United States of America, for the payment of which the Principal and the Surety hereby bind

themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has by written agreement dated_____20____ entered into

a contract with the Obligee for $_____which contract and documents included therein by reference

made a part hereof (hereinafter called Contract).

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall:

1. Well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extensions thereof that may be granted by the Obligee, with or without notice to the Surety, and during the life of any guarantee required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all modifications of said Contract that may hereafter be made, with or without notice to the Surety.

2. Promptly make payment to all persons having a direct contract with the Principal or with a subcontractor of the Principal supplying labor and material in the prosecution of the work provided for in said Contract and any and all modifications of said Contract that may hereinafter be made, notice of which modifications to the Surety being hereby waived; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, and this bond is executed and accepted upon the following express conditions.

1. That all persons who have supplied labor and material as aforesaid shall have a direct right of action hereunder against the Principal and the Surety subject, however, to the prior right of the Obligee to recover hereunder on account of any loss or damage caused to it by the failure of the Principal to perform the Contract as aforesaid.

2. The Surety for value received hereby stipulates and agrees, if requested to do so by the Obligee, to fully perform and complete the work and furnish the materials mentioned and described in said contract pursuant to terms, conditions, and covenants thereof, if for any cause said principal fails or neglects to so fully perform said work; the

said Surety further agrees to commence said work of completion twenty (20) days after notice thereof from the Obligee.

3. That the Obligee shall notify the Surety by registered letter, addressed and mailed to its Home Office, of any breach of said-Contract within sixty (60) days after such breach shall have come to the knowledge of the Obligee (Owner)

4. That the Surety shall not be liable hereunder for any damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.

5. That no suit, action or proceedings, for loss or damage caused by a breach of any of the conditions of this bond shall be brought against the Surety by the Obligee after two (2) years from the day of final acceptance of the work by the Owner.

6. That no suit, action or proceedings for loss caused by the failure of the Principal to pay all persons supplying labor and material in the prosecution of the work under said Contract shall be brought against the Surety after six (6) months from the day on which final payment of the Contract is made.

Signed, sealed and dated this _____day of_____20_____

_____ (seal)
(Principal)

_____ (seal)
(Principal)

By
_____ (seal)
President, Vice President, Secretary-Treasurer
(Surety)

COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE COMMISSIONER

CONTRACTOR'S & SUB-CONTRACTOR'S PAYMENT CERTIFICATION TO THE COMPTROLLER OF THE COUNTY OF ERIE, NEW YORK

Pursuant to the _____ work for
(type of work or contract)
_____ shown on the attached payment request,
(name of project)

I CERTIFY

(1) That the following constitute all the sub-contractors employed by me on this work during the period covered by this request:

NAME	ADDRESS

(2) That the following constitute all claims by sub-contractors & suppliers for material, labor and/or supplies used by me on this work, which are due and payable and have not been paid:

NAME	ADDRESS	AMOUNT

(3) That the following constitute all laborers employed by me on this work who are unpaid and the amount due each:

NAME	ADDRESS	AMOUNT

(4) That all employees engaged by me on this work have been paid the prevailing rate of wages on prevailing rate schedule case no._____
(PRC)

Dated: _____ CONTRACTOR:_____

BY:_____

TITLE:_____

State of New York}
County of Erie }

_____being duly sworn, deposed and says, that he is the
_____ of the above company; that he has read the above statement:
that he knows the contents thereof, and that the same is true of his own knowledge.

_____
Commissioner of Deeds or Notary Public, Erie County

COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE COMMISSIONER

FORM OF AFFIDAVIT

FOR FINAL PAYMENT

STATE OF NEW YORK

COUNTY OF ERIE

_____being duly sworn, deposes and

says that (s)he is the contractor for _____ in the
(kind of work)

construction of _____
(Name of Project)

for COUNTY OF ERIE, the Owner; and says that (s)he is the

_____
(President or Vice President) (Secretary or Treasurer)

of _____ the contracting corporation.
(Name of Firm)

Deponent states that all bills and claims against the undersigned and his sub-contractors for labor, materials and equipment employed in the performance of this contract have been paid in full except the bill and claims listed below or on the schedule attached hereto.

(IF NONE, SO STATE)

_____
(Name of Contractor)

"SEAL" By _____

Sworn to before me this

_____ day of _____, 20_____

_____
Notary Public or Commissioner of Deeds

NOTE: This form shall be executed in duplicate with original signatures.

FORM OF GUARANTEE

DATE OF SUBSTANTIAL COMPLETION: _____

BUILDING: _____

OWNER: **COUNTY OF ERIE**

Gentlemen:

The undersigned guarantees the _____ work
(type of work)

for the _____ under its contract
(name of project)

dated _____ with the COUNTY OF ERIE and change orders thereto, be in accordance with drawings and specifications prepared

by: _____
(Name of Architect or Engineer)

including approved modifications to said drawings and specifications, and to be free from imperfect workmanship and/or materials.

Furthermore, the undersigned agrees to repair at its own expense, for a period of two (2) years from the date of substantial completion,
all of the _____ work covered
(type of work)

under said contract and change orders, that may prove defective.

Furthermore, the undersigned also agrees to pay the cost of repairing all damages to other work resulting from the defects in its own work and to pay the cost of replacing other work which the undersigned may disturb in making good defects in its own work.

It is also understood that COUNTY OF ERIE and/or Architect/Engineer shall give notice of observed defects with reasonable promptness, and all questions arising under this guarantee shall be decided by the COUNTY OF ERIE.

All corrections to defective work are to be done promptly and at the convenience of the Owner. Access to the work is to be scheduled by the Owner during normal working hours.

_____
Contractor

By: _____

Witness: _____ Date: _____

Note: This form shall be executed in duplicate with original signatures.

COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE COMMISSIONER

OFFICE OF THE COMPTROLLER

PUBLIC IMPROVEMENT CONTRACT CERTIFICATION

Subcontractor Certification

Name of Project:_____

1. I am an officer of _____

   a subcontractor on public contract no. _____and I am duly authorized to make this affidavit on behalf of the firm.

2. I make this affidavit in order to comply with the provisions of Section 220-a of the New York State Labor Law.

3. On _____we received from _____, the prime contractor, a copy of the initial/revised schedule of wages and supplements.

   Prevailing Rate Schedule Case Number _____(PRC) specified in the public improvement contract.

4. I have reviewed such schedule(s) and agree to pay the applicable prevailing wages and to pay or provide the supplements specified therein.

_____
Signature

_____
Print Name

_____
Title

ACKNOWLEDGEMENT:

STATE OF NEW YORK
COUNTY OF _____ :SS: _____

On this_____day of_____ before me personally came

_____to me known and known to me to be the person described in and who executed the foregoing instruction and acknowledged that he executed the same.

_____
Notary Public

_____
County

If this affidavit is verified by an oath administered by a notary public in a foreign county other than Canada, it must be accompanied by a certificate authenticating the authority of the notary who administers the oath. (See CPLR Sect. 23099c); Real Property Law, Sect. 311, 312.)

OFFICE OF THE COMPTROLLER

PUBLIC IMPROVEMENT CONTRACT CERTIFICATION

Name of Project:_____

Prime Contractor Certification

1. I am an officer of_____
   and am duly authorized to make this affidavit on behalf of the prime contractor on public contract No. _____.

2. I fully comprehend the terms and provisions of Section 220-a of the New York State Labor Law.

3. Except as herein stated, there are no amounts due and owing to or on behalf of laborers employed on the project by the contractor. (Set forth any unpaid wages and supplements; if none, so state.)

Name	Amount

4. The contractor hereby files every verified statement required to be obtained by the contractor from the subcontractor(s).

5. Upon information and belief, except as stated herein, all laborers (exclusive of executive or supervisory employees) employed on the project have been paid the prevailing wage and supplements for their services through _____ (if more than one subcontractor, list name and date separately), the last day worked on the project by their subcontractor(s). Set forth any unpaid wages and supplements; if none, so state and utilize clause 6.

Name	Amount

6. The contractor has no knowledge of amounts owing to or on behalf of any laborers of its subcontractor(s).

7. Pursuant to Section 223 of the New York State Labor Law, the contractor shall be responsible if the State Commissioner of Labor determines that wages and/or supplements were not paid or provided to employees of its subcontractor(s) in accordance with the appropriate schedule.

I have read the foregoing statements and any schedules attached hereto and know the contents thereof, and I hereby verify that the same is true of my own knowledge, except that the statement with respect to wages and supplements owing by subcontractor is certified upon information and belief.

_____
Signature

_____
Print Name

_____
Title

ACKNOWLEDGEMENT:

STATE OF NEW YORK
COUNTY OF _____ :SS: _____

On this _____day of_____

before me personally came_____to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.

_____
Notary Public

_____
County

If this affidavit is verified by an oath administered by a notary public in a foreign county other than Canada, it must be accompanied by a certificate authenticating the authority of the notary who administers the oath. (See CPLR Sect. 2309 (c); Real Property Law, Sect. 311, 312.)

INTERIM WAIVER OF LIEN AND CLAIM

To: _____

(County of Erie as Owner)

From: _____

(Name of Contractor, Sub contractor or Supplier Company)

_____

(Address of Contractor, Sub contractor or Supplier Company)

Project: _____

The undersigned Contractor, Subcontractor or Supplier Company (hereinafter "Contractor"), for and in consideration of the sum of _____ being payment for the following work performed, services rendered and / or materials furnished as Contractor to Owner on the project, to wit:_____. under all contracts, orders and instructions, including extras, written, and for other goods and valuable consideration paid by Owner, the receipt and sufficiency of which is hereby acknowledged, hereby covenants and warrants:

1. Contractor does hereby waive, release and relinquish any and all claims, demands and rights of lien to the extent of the amount shown hereon and previously paid for all work, labor, materials, machinery or other goods, equipment or services done, performed or furnished for the construction located at the project described above.
2. Contractor warrants that it has not been delayed in the performance of its works to date and that it has incurred no extra costs in connection herewith. The undersigned specifically waives, relinquishes and releases any and all claims incurred or alleged in connection with its work to date except only those claims, if any, previously denominated as claims and warrants and represents that any and all valid labor and / or materials and equipment bills, now due and payable, on the project herein above described on behalf of the undersigned have been paid in full to date of this waiver, or will be paid from these funds.
3. Contractor hereby agrees to indemnify and defend the Owner and to hold them free and harmless from any and all loses, claims, damages and expenses, including attorney's fees, arising directly or indirectly from any inaccuracy recited in the facts herein, from any failure to the Contractor to pay in full all sums due its laborers, subcontractors, material men and suppliers on the project, or from any liens against the project moneys filed by any such laborer, subcontractor, material men or suppliers.

Total Contract to Date: _____

Due on Total Contract: _____

(after above payment)

Contractor: _____ **Sworn to before me this Day of 20**

Signature: _____ **Notary Public:** _____

Title: _____ **My Commission Expires:** _____

County of Erie Standard Insurance Certificate

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME PHONE (A/C No, Ext) FAX A/C No: EMAIL ADDRESS PRODUCER CUSTOMER ID #:	
	INSURER(S) AFFORDING COVERAGE	**NAIC #**
INSURED	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO T E INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY T E POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	☐ HIRED AUTOS							$
	☐ NON-OWNED AUTOS							$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DEDUCTIBLE							$
	☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ WC STATU TORY LIMITS- ☐ OTH ER-	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**	N/A					E.L. EACH ACCIDENT	$
	If yes describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L.DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

County of Erie
95 Franklin St
Buffalo NY, 14202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

X. FOR COUNTY USE ONLY:

Name of County Dept. Requesting Certificate: Department of Public Works

Purchase Order or Contact Number:

Vendor Insurance Classification: A-Construction and Maintenance

(Rev 3/11)

INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

I. Insurance shall be procured and certificates delivered before commencement of work or delivery or merchandise or equipment.

II. CERTIFICATES OF INSURANCE

A. Shall be made to the "County of Erie, 95 Franklin St, Buffalo NY, 14202."

B. Coverage must comply with all specifications of the contract.

C. Must be executed by an insurance company,agency or broker, which is licensed by the Insurance Department of the State of New York. If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.

III. Forward the completed certificate to: County of Erie, (Department or Division) responsible for entering into the agreement for construction, purchase, lease or service.

IV. Minimum coverage with limits are as follows:

Vendor Classification	A Construction and Maintenance	B Purchase or Lease of Merchandies or Equipment	C Professional Services	D Property Leased To Others Or Use Of Facilities Or Grounds	E Concession-Aires Services	F Livery Services	G All Purposes Public Entity Contracts
Commercial Gen. Liab.	$1,000,000 per occ.	$1,000,000 CSL	$1,000,000 CSL	$1,000,000	$1,000,000 CSL	$1,000,000	$1,000,000 CSL
General Aggregate	$2,000,000						
Products Comp. Ops.	$2,000,000						
Blanket Broad Form	Not Excluded or Limited		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Contractual Liability							
Broad Form P.D.							
X.C.U.							
Liquor Law				INCLUDE			
Auto Liab.	$1,000,000 CSL		$1,000,000 CSL	$1,000,000 CSL	$1,000,000 CSL	$1,000,000 CSL	$1,000,000 CSL
Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Hired	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Non-Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Excess/Umbrella Liab.	$5,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$5,000,000	$1,000,000
Worker's Compenation & Employer's Liability	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Disability Benefits	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Professional Liability			$5,000,000				
Erie County To Be Named Add'l Insd. On	Gen. Liab., Auto Liab., & Excess	Broad Form Vendors May Be Required	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess

V. Construction contractss require excess Umbrella Liability limits of $5,000,000.

VI. Designated Construction Project General Aggregate Limit Per Location Endorsement CG 25 03 is Required.

VII. In the event the concessionaire is required to have a N.Y.S. license to dispense alcoholic beverages an endorsement for liquor liability is required.

VIII. Transportation of people in buses, vans or station wagons requires $5,000,000 excess liability.

IX. Workers Compenstation: State Workers' Compensation Board form DB-155 is required for proof of compliance with the New York State Disability Benefits Law.

Locations of operation shall be "All locations in Erie County, New York."

For those entities who request permits, licenses, or contracts are required to provide either an Affidavit of Exemption (BP-1) or Certificate of Insurance 105.2, Certificate of Self Insurance SI-12, DB-155, or a Certificate of Attestation CE-200 to evidence exemption of coverage by statute.

It will be necessary to require alternate coverage and limits which will be defined in the bid specifications, contract, lease or agreement.

The alternative specifications should be evidenced on the certificate in lieu of the standards printed above.

X. The "ACORD" form certificate may be used in place of the County of Erie Standard Insurance Certificate, provided that all of the above referenced requirements are incorporated into the "ACORD" form certificate.

COUNTY OF ERIEDEPARTMENT OF PUBLIC WORKS
OFFICE OF THE COMMISSIONER

ACKNOWLEDGMENT OF DRUG AND ALCOHOL TESTING COMPLIANCE

_____hereby acknowledges that a drug
(PRINT OR TYPE COMPANY NAME)
and alcohol program, which is required by Federal Department of Transportation rules (CFR, Title 49, Part 40 and 382), has been implemented by this Company. The program is administered by:

(PLEASE SELECT ONE)

( ) The Company itself - The program administrator is:

_____
(Company Administrator's Name and Telephone Number)

( ) Third - Party Administrator - The program administrator is:

_____
(Third - Party Administrator's Name)

_____
(Address)

_____
(Contact Person/Telephone)

_____
(Company's Official's Name)

_____
(Signature)

_____
(Date)

Subscribed to before me on

_____, day of _____ 20___

_____
Notary Public

Due to the safety-sensitive nature of the work which your Commercial Driver Licensed (CDL) employees may perform on this project, you are required to implement a drug and alcohol testing program which follows Federal Department of Transportation rules (CFR, Title 49, Parts 40 and 382). Further, as a condition of your contract, you must also submit proof of your compliance via this form to the Erie County Department of Public Works, office of the Commissioner.

This form must be signed and returned to the Commissioner of Public Works, 14th Floor, Rath Building, 95 Franklin Street, Buffalo, NY, no later than three (3) working days after the bid opening.

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BUILDING PERMIT APPLICATION

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EXECUTIVE ORDER NO.18 – FIRST SOURCE HIRING POLICY FOR COUNTY CONSTRUCTION PROJECTS

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GENERAL CONDITIONS OF THE CONTRACT

SECTION 1 - DEFINITIONS

1.01 CONTRACT DOCUMENTS - The Contract comprises all the documents listed in the Table of Contents of the Project Manual, including all additions, deletions and modifications incorporated therein before the execution of the Contract:

A. Legal and Procedural Documents

B. General Conditions of the Contract

C. Supplementary General Conditions

D. Application for Payment

E. Detailed Specifications

F. Drawings

1.02 ARCHITECT / ENGINEER is the Architect, Architect / Engineer or Engineer named in the Contract Documents, or the representative duly authorized in writing to act for such Architect, Architect / Engineer or Engineer.

1.03 OWNER is the County of Erie. With respect to approval of the Contract Award, Change Orders and Final Payment, as well as the appropriation of funds therefore, the County Legislature shall be the Owner's representative. For Contract execution, the County Executive shall be the Owner's representative. In legal matters, the County Attorney shall be the County's representative. In all other matters, the County's representative shall be the Commissioner of Public Works, or in his absence, his duly authorized representative.

1.04 CONTRACTOR is the Contractor named in the Contract Documents.

1.05 SUBCONTRACTOR is any person, firm or corporation who has a direct contract with the Contractor and who acts for or in behalf of the Contractor in executing any part of the Contract, but does not include one who merely furnishes material or equipment.

1.06 PROPOSAL: The offer of a Bidder to perform the work described by the Contract Documents when made out and submitted on the prescribed Proposal Form, properly signed and guaranteed.

1.07 PROPOSAL GUARANTY: The Bid Bond, which shall accompany each Proposal submitted by the Bidder, is a guarantee that the Bidder will enter into a contract with the Owner for the construction of the work if the contract is awarded to him.

1.08 PERFORMANCE LABOR AND MATERIAL PAYMENT BOND: The Owner’s standard bond document and the only approved form of security to be submitted by the contractor and his surety as a guarantee to faithfully execute the work in accordance with the terms of the contract and to pay all amounts owed by him to all laborers, tradesmen and suppliers in connection with the work covered by his contract.

1.09 SURETY is the person, firm or corporation that executes the Contractor's Performance Bond.

1.10 PROJECT MANUAL shall mean the Legal and Procedural Documents, General Conditions of the Contract, together with the modifications thereof, and the Detailed Specifications, with all addenda thereto.

1.11 DRAWINGS are those enumerated in the contract documents.

1.12 WRITTEN NOTICE shall be considered as served when delivered in person or sent by registered or certified mail to the individual, firm or corporation or to the last business address of such known to him who serves the notice.

A. Notice to Owner - All required notices to the Owner shall be delivered to the Erie County Department of Public Works – Office of the Commissioner, 14th Floor Rath Building, 95 Franklin Street, Buffalo, NY 14202.

B. Change of Address - Each party shall advise the other parties to the Contract promptly as to any change in his business address until completion of the Contract.

1.13 ACT OF GOD means an earthquake, flood, tornado or other cataclysmic phenomenon of nature. Rain, wind, flood or other natural phenomenon of normal intensity for the locality shall not be construed as an Act of God and no reparation shall be made to the Contractor for damaged to the work resulting there from.

SECTION 2 - DRAWINGS, SPECIFICATIONS AND RELATED DATA

2.01 INTENT OF DRAWINGS AND SPECIFICATIONS - The intent of the Drawings and Specifications is that the Contractor furnish all labor and materials, equipment and transportation necessary for the proper execution of the work unless specifically noted otherwise. The Contractor shall do all the work shown on the Drawings and described in the Specifications and all incidental work considered necessary to complete the work included in the contract in a substantial and acceptable manner, and to fully complete the work or improvement, ready for use, occupancy and operation by the Owner.

2.02 CONFLICT - If there is conflicting variance between the Drawings and the Specifications, the provisions of the Specifications shall control. In case of conflict between the General Conditions of the Contract or any modifications thereof and the Detailed Specification Requirements, the Detailed Specification Requirements shall control.

2.03 DISCREPANCIES IN DRAWINGS - Any discrepancies found between the Drawings and Specifications and site conditions or any errors or omissions in the Drawings or Specifications shall be immediately reported to the Architect / Engineer , who shall promptly correct such error or omission in writing. Any work done by the Contractor after his discovery of such discrepancies, errors or omissions shall be done at the Contractor's risk.

2.04 DRAWINGS AND SPECIFICATIONS - The complete requirements of the work to be performed under the Contract shall be set forth in Drawings and Specifications to be supplied through the Architect / Engineer or by the Architect / Engineer as consultant to the Owner.

2.05 ADDITIONAL INSTRUCTIONS - Further instructions may be issued by the Architect / Engineer during the progress of the work by means of Drawings or otherwise to make more clear or specific the Drawings and Specifications or as may be necessary to explain or illustrate changes in the work to be done.

2.06 COPIES OF DRAWINGS AND SPECIFICATIONS FURNISHED - Except as provided for otherwise, all required copies of Drawings and Specifications necessary for the execution of the work shall be furnished to the Contractor without charge.

2.07 DRAWINGS AND SPECIFICATIONS AT JOB SITE - One complete set of all Drawings and Specifications shall be maintained at the job site and shall be available to the Architect / Engineer at all times.

2.08 OWNERSHIP OF DRAWINGS AND SPECIFICATIONS - Except as otherwise provided in the Owner's Contract with the Architect / Engineer, all original or duplicated Drawings and Specifications and other data prepared by the Architect / Engineer shall remain the property of the Owner and/or Architect / Engineer, and they shall not be reused on other work, but shall be returned upon completion of the work.

2.09 DIMENSIONS - Figured dimensions on the plans will be used in preference to scaling the Drawings. Where the work of the Contractor is affected by finish dimensions, these shall be determined by the Contractor at the site, and he shall assume the responsibility therefore.

2.10 MODELS - All models prepared for this work shall become the property of the Owner at the completion of the work.

2.11 SAMPLES - All samples called for in the Specifications or required by the Architect / Engineer shall be furnished by the Contractor and shall be submitted to the Architect / Engineer for his approval. Samples shall be furnished so as not to delay fabrication, allowing the Architect / Engineer reasonable time for the consideration of the samples submitted.

A. Samples of Tests - Contractor shall furnish such samples of material as may be required for examination and test. All materials and workmanship shall be in accordance with approved samples. All samples of materials for tests shall be taken according to methods provided in the Specifications.

2.12 SHOP DRAWINGS – A schedule of shop drawings, setting data, and other manufacturer's data shall be submitted by the Contractor for approval of the Architect/Engineer. This schedule shall be coordinated with the project construction schedule and shall be submitted within 30 days after award of contracts.

A. The shop drawings schedule should list the following information:

1. Description of items for which shop drawings and data shall be submitted.

2. Approximate date for first submittal.

3. Approximate number of calendar days required for fabrication and delivery after final approval.

4. Number of copies each item for preliminary and final submittals.

B. The Contractor shall be responsible for the accuracy, completeness, and suitability of the information furnished or shop drawings prepared by the subcontractors and vendors. The Contractor shall check and approve all shop drawings before they are submitted to the Architect/Engineer. Such approval shall be understood to indicate the Contractor's assurances that the items proposed by the drawings and data sheets are in accordance with the contract. Shop drawings shall include setting drawings, schedules, catalogs, brochures, manufacturer's data and other information required to evaluate and install.

C. Shop drawings may be disapproved by the Architect/Engineer for the following reasons:

1. Drawing has not been approved by the Contractor.

2. Drawings have been prepared without due regard for information and requirements called for or logically implied by the Contract Documents.

3. The information is not sufficiently complete or accurate to verify that that the work represented is in accordance with the Contract Documents.

D. Shop drawings and submitted data shall be graded by the Architect/Engineer as follows:

1. Reviewed

   a. There shall be no correction marks on drawings.

   b. The work may be fabricated.

2. Make Noted Corrections

   a. Corrections shall be of a minor nature.

   b. The work may be fabricated at the Contractor's option, except where otherwise noted.

   c. Corrected copies shall be submitted within a reasonable time for final approval.

   d. Not Approved

3. Rejected

   a. Drawings are not acceptable.

4. Revise and Re-submit

   a. Drawings are basically correct, but due to the nature and/or extent of the corrections and/or revisions required, work shall not be fabricated.

5. Submit Item Specified

   a. Contractor shall submit item as specified in the specifications.

6. The Architect / Engineer shall, within fourteen (14) days of the submittal of any shop drawings, return one copy to the contractor marked with all corrections and changes.

E. The Architect/Engineer's approval of shop drawings is subject to the following conditions:

1. Approval does not authorize changes to contract requirements unless so stated in a separate letter or change order.

2. The Contractor shall verify all dimensions.

3. Checking and approval of shop drawings shall be only for conformance with the design concept of the project and compliance with the information given in the Contract Documents. Contractor shall be responsible for the dimensions to be confirmed and correlated at the jobsite; for all quantities, for information that pertains solely to the fabrication processes or to techniques or construction, and for coordination of the work of all trades.

F. Shop drawings should generally provide the following information:

1. Job Title and Shop Drawing Number.

2. Date of Drawing and Revisions.

3. Certification that drawing has been checked by Contractor and is in compliance with the Contract Documents.

4. Details of Fabrication, Assembly and Erection.

5. Materials Used.

6. Required Dimensions.

7. Details of connections of related work.

8. Designation of the other subcontractor, trade or Contractor who provides related work shown on drawings. If not shown, this information should be provided by the Contractor before the first submittal is transmitted to the Architect / Engineer.

9. Information relating to the capacities, controls and other specification data for items or equipment.

10. Schedule, where pertinent, information on finishes or protective coating, including color samples as required.

G. Distribution Procedure:

1. In general, all shop drawings and submittals shall be received by the Architect / Engineer under a covering transmittal memorandum from the Contractor.

2. Unless otherwise indicated, initial and subsequent submissions, except final submissions shall consist of one (1) reproducible transparency and two (2) prints. The two (2) prints will be retained by the Architect /Engineer and the reproducible transparency will be returned to the Contractor.

3. Submission of catalogs, brochures and other data, where reproducible transparencies are not feasible, shall consist of a minimum of four (4) copies, two (2) of which shall be retained and two (2) returned to the Contractor. Final submittal shall include extra copies as maybe be required by the Contractor.

4. The Contractor shall make all necessary corrections to conform to the corrections and changes requested by the Architect / Engineer.

5. When shop drawings are “approved “and so stamped, the Contractor shall then submit an additional three (3) copies to the Architect/ Engineer which will be retained.

6. The Contractor shall make a minimum distribution of “approved” copies as follows:

7. One or more copies to the fabricator and /or manufacturer’s representative.

8. One copy in the contractor’s office.

9. One copy to file and keep in good condition at the site.

2.13 QUALITY OF EQUIPMENT AND MATERIALS - In order to establish standard of quality, the Architect / Engineer may, in the Detailed Specifications, refer to certain products by name and catalog number. This procedure is not to be construed as eliminating from competition other products of equal or better quality by other manufacturers where fully suitable for performance, capacity and design.

A. The Contractor shall furnish the complete list of proposed desired substitutions at the time of bidding, in the space provided on the Proposal Form, together with such engineering and catalog data as the Architect / Engineer may require.

B. Substitutions

1. Requests for substitutions will be considered under the following time limitations and situations:

    a. Not less than ten (10) calendar days before bids are due.
    b. Work or equipment specified becomes unavailable through unforeseen events such as strikes, loss of manufacturers' plant through fire, flood or bankruptcy.

2. Requested substitutions will be reviewed and adjudged. Failure of the Owner to raise objection shall not constitute a waiver of any of the requirements of the Contract Documents.

3. Request for substitutions shall include complete data with drawings and samples as required, including the following:

    a. Quality Comparison – Proposed substitution versus the specified product.
    b. Changes required in other work because of the substitution.
    c. Effect on the construction schedule.
    d. Cost Data – Resulting from the proposed substitution versus the specified product. The Contractor shall certify that the cost data presented is complete and includes all related costs under this Contract.

4. When proposing a substitution, the Contractor represents that:

    a. They have investigated the proposed substitution and have determined that it is equal to or better than the product specified.
    b. They will guarantee the substitution in the same manner as the product specified.
    c. They will coordinate and make other changes as required in the work as a result of the substitution.
    d. They waive all claims for additional costs as a result of the substitution, with the exception of those identified above under "cost data".

5. The Owner will be sole judge of the acceptability of the proposed substitution.

6. The Owner will have authority to approve or reject substitutions or to change the specified standards of quality. However, neither this authority to act under this provision nor any decision made in good faith, either to exercise or not to exercise this authority, shall give rise to any duty or responsibility of the Owner to the Contractor, any Subcontractor, any Sub-Subcontractor, any of their agents or employees, or any other persons performing the work or offering to perform the work.

C. The Contractor shall abide by the Architect / Engineer's judgment when proposed substitute materials or items of equipment are judged to be unacceptable and shall furnish the specified material or item of equipment in such case. All proposals for substitutions shall be submitted in writing by the Contractor and not by sub-contractors, individual trades or material suppliers. The Architect / Engineer will approve or disapprove proposed substitutions in writing. No substitute materials or equipment shall be used unless approved in writing.

2.14 EQUIPMENT APPROVAL DATA - The Contractor shall furnish one copy of complete catalog data for every manufactured item of equipment and all components to be used in the work, including specific performance data, material description, rating, capacity, working pressure, material gage or thickness, brand name, catalog number and general type.

A. This submission shall be compiled by the Contractor and approved by the Architect / Engineer before any of the equipment is ordered.

B. Each data sheet or catalog in the submission shall be indexed according to specification section and paragraph for easy reference.

C. After written approval, this submission shall become a part of the Contract, and may not be deviated from except upon written approval of the Architect / Engineer and Owner.

D. Catalog data for equipment approved by the Architect / Engineer does not in any case supersede the Architect / Engineer's Contract Documents. The approval of the Architect / Engineer shall not relieve the Contractor from responsibility for deviations from Drawings or Specifications, unless he has in writing called the Architect / Engineer's attention to such deviations at the time of submission, nor shall it relieve him from responsibility for errors of any sort in the items submitted. The Contractor shall check the work described by the catalog data with the Architect / Engineer's Contract Documents for deviations and errors.

E. It shall be the responsibility of the Contractor to insure that items to be furnished fit the space available. He shall make necessary field measurements to ascertain space requirements, including those for connections, and shall order such sizes and shapes of equipment that the final installation shall suit the true intent and meaning of the Drawings and Specifications.

F. Where equipment requiring different arrangement of connections from those shown is approved, it shall be the responsibility of the Contractor to install the equipment to operate properly, and in harmony with the intent of the Drawings and Specifications, and to make all changes in the work required by the different arrangement of connections without extra cost to the Owner.

2.15 SURVEYS - Unless otherwise specified, the Owner shall establish all base lines for the location of the principal component parts of the work together with a suitable number of bench marks adjacent to the work. Based upon the information provided by the Owner, the Contractor shall develop and make all detail surveys necessary for construction, including slope stakes, batterboards, stakes for pile locations and other working points, lines and elevations. The Contractor shall have the responsibility to carefully preserve bench marks, reference points and stakes, and, in the case of destruction thereof by the Contractor or resulting from his negligence, the Contractor shall be charged with the expense and damage resulting there from and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such bench marks, reference points and stakes.

2.16 RECORD DOCUMENT SUBMITTALS

A. Record Drawings: Prior to acceptance by the Owner of all work covered by the contract each contractor shall furnish to the Architect/ Engineer project record documents as required under Division 1.

B. Operation and Maintenance Manuals: Prior to acceptance by the Owner of all work covered by the contract each contractor shall furnish to the Architect/ Engineer operation and maintenance manuals as required under Division 1.

SECTION 3 - RELATIONS AMONG OWNER, CONTRACTOR AND ARCHITECT / ENGINEER

3.01 ARCHITECT / ENGINEER 'S RESPONSIBILITY AND AUTHORITY - All work shall be done under the general administration of the Architect / Engineer. The Architect / Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, rate or progress of work, interpretation of Drawings and Specifications and all questions, other than legal questions, as to the acceptable fulfillment of the Contract on the part of the Contractor.

3.02 ARCHITECT / ENGINEER'S DECISIONS - All decisions of the Architect / Engineer concerning the intent of the drawings and specifications shall be final. No changes may be made in the drawings or specifications involving more or less quantities of materials, changes in the quality of materials or workmanship, or changes in design or in the amount of labor or machine time involved, regardless of whether or not a change in contract price is sought, until a request in writing has been submitted to the Owner for his approval and such approval has been granted.

3.03 SUSPENSION OF WORK - The Owner's representative and/or the Architect / Engineer shall have the authority to suspend the work, wholly or in part, for such periods as he may deem necessary due to unsuitable weather or such other conditions as are considered unfavorable for prosecution of the work, or failure on the part of the Contractor to carry out the provisions of the Contract or to supply materials meeting the requirements of the Specifications. The Contractor shall not suspend operation without the Owner's representative and/or the Architect / Engineer's permission.

3.04 INSPECTION OF WORK - All materials and each part or detail of the work shall be subject at all times to inspection by the Owner's representative and/or the Architect / Engineer, and the Contractor will be held strictly to the true intent of the Specifications in regard to quality of materials, workmanship, and the diligent execution of the Contract. Such inspection may include mill, plant, or shop inspection, and any material furnished under these Specifications is subject to such inspection. The Owner's representative and/or the Architect / Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

3.05 EXAMINATION OF COMPLETE WORK - If the Architect / Engineer requests it, the Contractor at any time before acceptance of the work shall remove or uncover such portions of the finished work as maybe directed. After examination, the Contractor shall restore said portions of the work to the standard required by the Specifications. Should the work thus exposed or examined prove acceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed shall be paid for as Extra Work, but should the work so exposed or examined prove unacceptable, the uncovering, removing and replacing shall be at the Contractor's expense.

3.06 CONTRACTOR'S SUPERINTENDENCE - The Contractor shall designate a qualified superintendent, acceptable to the Owner's representative and the Architect / Engineer, who shall be maintained on the project and give efficient supervision to the work until its completion. The superintendent shall have full authority to act in behalf of the Contractor, and all directions given to the superintendent shall be considered given to the Contractor. In general, the Architect / Engineer's instructions shall be confirmed in writing and always upon written request from the Contractor. The Contractor's superintendent or other authorized managerial level representative shall be required to attend all scheduled job meetings.

3.07 LANDS BY OWNER - The Owner shall provide the lands shown on the Drawings upon which the work under the Contract is to be performed and to be used for rights-of-way for access. Any unreasonable delay in furnishing these lands by the Owner shall be deemed proper cause for adjustment in the Contract Amount and/or in the time of completion.

3.08 LANDS BY CONTRACTOR - Any additional land and access thereto, not shown on the Drawings, that may be required for temporary construction facilities or for storage of materials shall be provided by the Contractor with no liability to the Owner. The Contractor shall confine his apparatus and storage of materials and operation of his workmen to those areas described in the Drawings and Specifications and such additional areas which he may provide as approved by the Owner's representative and the Architect / Engineer.

3.09 PRIVATE PROPERTY - The Contractor shall not enter upon private property for any purpose without obtaining permission, and he shall be responsible for the preservation of all public property, trees, monuments, etc. along and adjacent to the street and/or right-of-way, and shall use every precaution necessary to prevent damage or injury thereto. He shall use suitable precautions to prevent damage to pipes, conduits, and other underground structures, and shall protect carefully from disturbance or damage all monuments and property marks until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed.

3.10 ASSIGNMENT OF CONTRACT - The Contractor shall be bound by Section 109 of the General Municipal Law relating to the assignment of Public Contracts. The following extracts are directed to the attention of bidders:

A. "Prohibiting any contractor, to whom any contract shall be let, granted or awarded, as required by law, from assigning, transferring, conveying, subletting or otherwise disposing of the same, or of his right, title or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract."

B. "If any contractor, to whom any contract is let, granted or awarded, as required by law, by any officer, board or agency of a political subdivision, or of any district therein, shall without the previous written consent specified in subdivision one of this section, assign, transfer, convey, sublet or otherwise dispose of such contract, or his right, title or interest therein, or his power to execute such contract, to any other person or corporation, the officer, board or agency which let, made, granted or awarded such contract shall revoke and annul such contract, and the political subdivision or district therein, as the case maybe, and such officer, board or agency shall be relieved and discharged from any and all liability and obligations growing out of such contract to such contractor, and to the person or corporation to which such contract shall have been assigned, transferred, conveyed, sublet or otherwise disposed of, and such contractor, and his assignees, transferees or sub lessees shall forfeit and lose all moneys, theretofore earned under such contract, except so much as may be required to pay his employees. The provisions of this section shall not hinder, prevent or affect any assignment by any such contractor for the benefit of his creditors made pursuant to the laws of this state."

3.11 REMOVAL OF CONSTRUCTION EQUIPMENT, TOOLS AND SUPPLIES - At the termination of this Contract, before acceptance of the work by the Architect / Engineer , the Contractor shall remove all of his equipment, tools and supplies from the property of the Owner. Should the Contractor fail to remove such equipment, tools and supplies, the Owner shall have the right to remove them.

3.12 SUSPENSION OF WORK BY OWNER - The work or any portion thereof may be suspended at any time by the Owner provided that he give the Contractor five (5) days' written notice of suspension, which shall set forth the date on which work is to be resumed.

3.13 OWNER'S RIGHT TO CORRECT DEFICIENCIES - Upon failure of the Contractor to perform the work in accordance with the Contract Documents, including any requirements with respect to the Schedule of Completion, and after five (5) day's written notice to the Contractor and receipt of written approval from the Architect / Engineer, the Owner may, without prejudice to any other remedy he may have, correct such deficiencies.

3.14 OWNER'S RIGHT TO TERMINATE CONTRACT AND COMPLETE THE WORK - The Owner shall have the right to terminate the employment of the Contractor after giving ten (10) days' written notice of termination to the Contractor in the event of any default by the Contractor and upon receiving written notice from the Architect / Engineer certifying cause for such action. In the event of such termination, the Owner may take possession of the work and of all materials, tools and equipment thereon and may finish the work by whatever method and means he may select. It shall be considered a default by the Contractor whenever he shall:

A. Declare bankruptcy, become insolvent, or assign his assets for the benefit of his creditors.

B. Disregard or violate important provisions of the Contract Documents or Architect / Engineer's Instructions, or fail to prosecute the work according to the agreed progress schedule, including extensions thereof.

C. Fail to provide a qualified superintendent, competent workmen or sub-contractors, or proper materials, or fail to make prompt payment therefore.

3.15 CONTRACTOR'S RIGHT TO SUSPEND WORK OR TERMINATE CONTRACT - The Contractor may suspend work or terminate Contract upon ten (10) days' written notice to the Owner and the Architect / Engineer, if an order of any court, or other public authority causes the work to be stopped or suspended for a period of ninety (90) days through no act or fault of the Contractor or his employees.

3.16 RIGHTS OF VARIOUS INTERESTS - Wherever work being done by the Owner's forces or by other contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Architect / Engineer to secure the completion of the various portions of the work in general harmony.

3.17 SEPARATE CONTRACTS - The Owner may let other contracts in connection with the work of the Contractor. The Contractor shall cooperate with other Contractors with regard to storage of materials and execution of their work. It shall be the Contractor's responsibility to inspect all work by other Contractors affecting his work and to report to the Architect / Engineer any irregularities which will not permit him to complete his work in a satisfactory manner. His failure to notify the Architect / Engineer of such irregularities shall indicate the work of other Contractors has been satisfactorily completed to receive his work. The Contractor shall not be responsible for defects of which he could not have known, which develop in the work of others after the work is completed. It shall be the responsibility of the Contractor to measure the completed work in place and report to the Architect / Engineer immediately any difference between completed work by others and the Drawings.

3.18 CONTRACTORS OWN WORKFORCE – The Contractor shall perform with their own workforce contract work amounting to not less that 25 percent of the original total contract price, except those items designated by the County as "Specialty Items" so performed shall be deducted from the original total contract price before computing the amount of work required to be performed by the Contractor with their own workforce.

A. "Their own workforce" shall be construed to include only worker's employed and paid directly by the Contractor and equipment owned or rented by the Contractor, with or without operators.

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

The following list of “Specialty Items” are work items which require special skills and comprise work which is not relevant to the general type of construction contained in this contract:

NONE

CONTRACTOR’S OWN WORKFORCE
(This form must be submitted with the Contractor’s bid proposal)

Pursuant to Section 3.18 – Contractor’s Own Workforce, of the General Conditions, the Contractor submitting a bid proposal acknowledges that they will perform a minimum of 25% of the work with their own workforce as follows:

Task	Value of Work
Total Value of Workforce	
Percentage of Total Bid	%

3.19 SUBCONTRACTS - Within 48 hours (not counting Saturdays, Sundays or holidays) after the time of bidding, the Contractor shall submit in writing to the Owner for approval by the Architect / Engineer the names of the sub-contractors proposed for the work. After such approval, sub-contractors may not be changed except at the request of, or with the approval of the Architect / Engineer. The Contractor is responsible to the Owner for the acts and omissions of his sub-contractors, and of their direct and indirect employees, to the same extent as he is responsible for the acts and omissions of his employees. The Contract Documents shall not be construed as creating any contractual relation between any sub-contractor and the Owner. The Contractor shall bind every sub-contractor by the terms of the Contract Documents.

A. For convenience of reference and to facilitate the letting of Contracts and sub-contracts, the Specifications are separated into titled sections. Such separations shall not, however, operate to make the Architect / Engineer an arbiter to establish limits to the contracts between Contractor and sub-contractors.

3.20 WORK DURING AN EMERGENCY - The Contractor shall perform any work and shall furnish and install any materials and equipment necessary during an emergency endangering life or property. In all cases he shall notify the Architect / Engineer of the emergency as soon as practicable, but he shall not wait for instructions before proceeding to properly protect both life and property.

3.21 ORAL AGREEMENTS - No oral order, objection, claim or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the Contract Documents, and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than a definitely agreed waiver or modification thereof in writing, and no evidence shall be introduced in any proceeding of any other waiver or modification.

SECTION 4 - MATERIALS AND WORKMANSHIP

4.01 MATERIALS FURNISHED BY THE CONTRACTOR - All materials sold to the Owner and/or used in the work shall meet the requirements of the respective Specifications, and no material shall be used until it has been approved by the Architect / Engineer. All materials not otherwise specifically indicated shall be furnished by the Contractor.

4.02 MATERIALS FURNISHED BY THE OWNER - Materials specifically indicated shall be furnished by the Owner. The fact that the Owner is to furnish material is conclusive evidence of its acceptability for the purpose intended, and the Contractor may continue to use it until otherwise directed. If the Contractor discovers any defect in material furnished by the Owner, he shall notify the Architect / Engineer. Unless otherwise noted or specifically stated, materials furnished by the Owner, which are not of local occurrence, are considered to be f.o.b. the nearest railroad station. The Contractor shall be prepared to unload and properly protect all such material from damage or loss. The Contractor shall be responsible for material loss or damage after receipt of material at the point of delivery.

4.03 STORAGE OF MATERIALS - Materials shall be so stored as to insure the preservation of their quality and fitness for the work. When considered necessary, they shall be placed on wooden platforms or other hard, clean surfaces, and not on the ground, and/or they shall be placed under cover. Stored materials shall be located so as to facilitate prompt inspection. Request for payment of offsite storage shall be in accordance with Section 7.02.c.

4.04 CHARACTER OF WORKMEN - The Contractor shall at all times be responsible for the conduct and discipline of his employees and/or any sub-contractor or persons employed by sub-contractors. All workmen must have sufficient knowledge, skill, and experience to perform properly the work assigned to them. Any foreman or workman employed by the Contractor or sub-contractor who, in the opinion of the Architect / Engineer, does not perform his work in a skillful manner, or appears to be incompetent or to act in a disorderly or intemperate manner shall, at the written request of the Architect / Engineer, be discharged immediately and shall not be employed again in any portion of the work without the approval of the Architect / Engineer.

4.05 REJECTED WORK AND MATERIALS - All materials which do not conform to the requirements of the Contract Documents, are not equal to samples approved by the Architect / Engineer, or are in any way unsatisfactory or unsuited to the purposes for which they are intended, shall be rejected. Any defective work whether the result of poor workmanship, use of defective materials, damaged through carelessness or any other cause shall be removed within ten (10) days after written notice is given by the Architect / Engineer, and the work shall be re-executed by the Contractor. The fact that the Architect / Engineer may have previously overlooked such defective work shall not constitute an acceptance of any part of it.

A. Should the Contractor fail to remove rejected work or materials within ten (10) days after written notice to do so, the Owner may remove them and may store the materials.

B. Correction of Faulty Work after Final Payment shall be in accordance with Paragraph 7.18.

4.06 MANUFACTURER'S DIRECTIONS - Manufactured articles, material and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer unless herein specified to the contrary.

4.07 CUTTING AND PATCHING - The Contractor shall do all necessary cutting and patching of the work that may be required to properly receive the work of the various trades or as required by the Drawings and Specifications to complete the structure. He shall restore all such cut or patched work as directed by the Architect / Engineer. Cutting of existing structure that shall endanger the work, adjacent property, workmen or the public, shall not be done unless approved by the Architect / Engineer and under his direction.

4.08 CLEANING UP - The Contractor shall remove from the Owner's property, and from all public and private property, all temporary structures, rubbish and waste materials resulting from his operation or caused by his employees, and shall remove all surplus materials leaving the site smooth, clean and true to line and grade.

4.09 GUARANTY PERIOD - The Contractor shall warrant all materials and equipment furnished and all work performed by him for a period of two (2) years, or for such longer period as may be specified in the Detailed Specifications, from the date of written acceptance of the work or "Notice of Substantial Completion". (Note: The warranty period, in regard to any facilities or portions thereof which are essentially completed and have been accepted for use and occupancy by the Owner shall commence with the date of the "Notice of Substantial Completion".)

A. Correction of Faulty Work after Final Payment shall be as provided in Paragraph 7.18, except that where a period longer than two years is specified in the Detailed Specifications, such longer period shall apply.

B. As a condition precedent to final payment, the Contractor shall execute a guaranty in the form provided by the Architect / Engineer warranting the work under his contract free from defects of materials and workmanship and agreeing to replace at his expense any materials or equipment found defective within the two years after final acceptance by the Owner, and to replace any other work found unsatisfactory because of settlement or displacement within such longer period as may be specified in the Detailed Specifications, and to do such replacing or corrective work at such times and in such manner as not to interfere with the Owner's use of the premises.

SECTION 5 - INSURANCE, BONDS, SAFETY, ETC.

5.01 INSURANCES REQUIRED - Insurance shall be procured by the successful bidder before commencing work, no later than seven (7) days after notice of an award and maintained without interruption for the duration of the contract, in the kinds and amounts specified below.

	Each Occurrence	Aggregate
A. Commercial General Liability	$1,000,000	$2,000,000
Premises and Operations		
▪ Products and Completed Operations	$2,000,000	
▪ Independent Contractors	Not Excluded or Limited	
▪ Contractual	Not Excluded or Limited	
▪ Broad Form Property Damage	Not Excluded or Limited	
▪ X,C,U	Not Excluded or Limited	
B. Automobile Liability, including	$1,000,000 CSL	
▪ Owner		
▪ Hired		
▪ Non-Owned		
C. Excess Umbrella Liability		$5,000,000
D. Worker's Compensation	Statutory (IC-1, Section IX)	
E. New York Disability	Statutory (IC-1, Section IX)	

F. Builders' Risk-All Risk. The policy is required. The Prime Contractors shall procure and maintain Insurance against loss by fire, extended coverage, vandalism and malicious mischief upon all work in place and all materials and equipment stored on and off the building site. This insurance shall be in an amount equal to the full insurable value at all times and shall be for the benefit of the Owner and each Prime Contractor, as their interest might appear. The Policy must carry the County of Erie as the named insured.

5.02 CERTIFICATES OF INSURANCE

A. Shall be made to the "County of Erie"
95 Franklin Street, Buffalo, New York, 14202.

B. Coverage must comply with all requirements of "Instructions for County of Erie Standard Insurance Certificate" page IC-1 of this Project Manual.

C. Executed by an insurance company and/or agency or broker which is licensed by the Insurance Department of the State of New York. If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.

D. All policies in which the County of Erie is named as an additional insured shall provide that:

E. "The insurance company or companies issuing the policies shall have no recourse against the County of Erie for payment of any premiums or for assessments under any form of policy."

F. "The insurance shall apply separately to each insured (except with respect to the limit of liability)."

5.03 PERFORMANCE, LABOR AND MATERIAL PAYMENT BOND - The Contractor shall furnish, as required elsewhere in the General Conditions. A Performance, Labor and Material Payment Bond in a sum equal to the Contract amount, including change order values. The form of such bond shall be the Owner's Standard Performance, Labor and Material Payment Bond which is exhibited elsewhere in the Project Manual. The bond shall be written with a Surety Company licensed or otherwise authorized to do business in the State of New York.

The Performance Bond shall be submitted by the successor bidder no later than 7 days after notice of an award.

5.04 PATENTS AND ROYALTIES - If any design, device, material or process covered by letters, patent or copyright is used by the Contractor, he shall provide for such use by legal agreement with the Owner of the patent or a duly authorized licensee of such owner, and shall save harmless the Owner from any and all loss or expense on account thereof, including its use by the Owner.

5.05 PERMITS - All permits and licenses necessary for the prosecution of the work shall be secured by the Contractor.

The Contractor shall apply for and obtain a Building Permit from the Department of Public Works prior to the start of the work. The Contractor shall also submit proof of NYS Worker's Compensation and NYS Disability Benefit's Insurance on forms as prescribed by NYS. No work shall be started until the County has issued a valid Building Permit to the Contractor. Building in violation of a valid Building Permit is cause for the County to issue a Stop Work Order. The Contractor will not be required to submit stamped drawings as part of the application process. Building Permit Forms are attached at the end of this Section.

5.06 LAWS TO BE OBSERVED - The Contractor shall give all notices and comply with all Federal, State and Local Laws, Ordinances and Regulations in any manner affecting the conduct of the work, and all such order and decrees as exist, or may be enacted by bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the Owner against any claim or liability arising from or based on, the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

5.07 PROTECTION OF PROJECT AND PUBLIC - The Contractor shall provide adequate signs, barricades, flashing and/or red lights and take all necessary precautions for the safety of the public and the protection of the work against loss or damage. All barricades and obstructions shall be protected at night by signal lights which shall be kept burning or flashing from sunset to sunrise. Barricades shall be of substantial construction and shall be so painted or coated as to increase their visibility at night. Suitable warning signs shall be so placed and illuminated at night as to show in advance where construction, barricades or detours exist. The Contractor shall inform himself as to conditions likely to be applicable to the site and shall, in any case, provide such watchmen, guards, watchdogs or other services as appear necessary to protect the work and workmen from damage or injury from vandalism, malicious mischief or other hazard.

5.08 TRAFFIC SAFETY AND CONVENIENCE - The Contractor shall at all times so conduct his work as to insure the least possible obstruction to traffic and to minimize inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property in a manner satisfactory to the Architect/Engineer. No road or street shall be closed to the public except with the permission of the Architect/Engineer and proper governmental authority. Fire hydrants on or adjacent to the work shall be kept accessible to firefighting equipment at all times. Temporary provisions shall be made by the Contractor to insure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches and irrigation ditches, which shall not be obstructed except as approved by the Architect/Engineer under conditions assuring satisfactory detour and/or by-pass facilities.

5.09 CROSSING UTILITIES - When new construction crosses highways, railroads, streets or utilities under the jurisdiction of State, County, City or other public agency, public utility or private entity, the Contractor shall secure written permission from the proper authority before executing such new construction. A copy of this written permission must be filed with the Owner before any work is done. The Contractor will be required to furnish a release from the proper authority before final acceptance of the work.

5.10 SANITARY PROVISIONS - The Contractor shall provide and maintain such sanitary accommodations for the use of his employees and those of his subcontractors as may be necessary to comply with the requirements and regulations of the local and State departments of health and as directed by the Architect/Engineer.

SECTION 6 - PROGRESS AND COMPLETION OF WORK

6.01 NOTICE TO PROCEED - Following authorization of the Contract by the Owner, written Notice to Proceed with the work shall be given to the Contractor. The Contractor shall begin and shall prosecute the work regularly and uninterruptedly thereafter (unless otherwise directed in writing by the Owner) with such labor force as to secure the completion of the work within the time stated in the Proposal.

6.02 LAYING OUT WORK

A. The Contractor shall, immediately upon entering the project site for the purpose of beginning work, locate all general reference points and take such action as is necessary to prevent their destruction. He shall lay out his own work and be responsible for all lines, elevations and measurements of structures, grading, paving, utilities and other work executed by him under the Contract. He must exercise proper precaution to verify figures shown on drawings before laying out work and will be held responsible for any error resulting from his failure to exercise such precaution.

B. The Contractor shall be responsible for correlation of all work.

6.03 METHODS OF MATERIALS

A. If alternate methods or materials from those specified are accepted and approved by the Owner, the Contractor shall be responsible for the equivalent operation and performance, and the proper installation in the space designated of the substituted material or system.

B. When job conditions require reasonable changes in indicated locations and arrangements, such changes shall be made without extra cost to the Owner.

6.04 CONTRACT TIME - The Contractor shall complete, in an acceptable manner, all of the work contracted for in the time stated in the Agreement, commencing with the date of Notice to Proceed.

6.05 PROGRESS SCHEDULE

A. The Contractor shall prepare a progress schedule to indicate the proposed progress of work. The progress schedule shall be in the form of a bar graph or other approved method.

B. The progress schedule shall be submitted to the Owner for application of work sequencing approval within fourteen (14) days of Notice to Proceed.

6.06 CHANGES IN THE WORK - The Owner may, as the need arises, order changes in the work through additions, deletions, or modifications without invalidating the Contract. Compensation and time of completion affected by the change shall be adjusted at the time of ordering such change, and shall be specified in a written Change Order approved by the Owner on recommendation by the Architect / Engineer.

6.07 EXTRA WORK - New and unforeseen items of work found to be necessary and which cannot be covered by any item or combination of items for which there is a Contract price shall be classed as Extra Work. The Contractor shall do such Extra Work and furnish such materials as may be required for the proper completion or construction of the whole work contemplated upon written Change Order by the Owner on recommendation by the Architect / Engineer. Materials to be incorporated into the project shall be sold to the Owner separately and apart from the furnishing of work, labor and other items required for the construction of the project in the same manner and with the same effect as if specified in the Bid Documents. In the absence of such written order, no claim for Extra Work shall be considered. Extra Work shall be performed in accordance with these Specifications where applicable and work not covered by the Specifications or special provisions shall be done in accordance with the best practice as approved by the Architect / Engineer. Extra Work required in an emergency to protect life and property shall be performed by the Contractor as required.

6.08 EXTENSION OF CONTRACT TIME - A delay beyond the Contractor's control occasioned by an Act of God, or act or omission on the part of the Owner by strikes, lockouts, fire, etc. may entitle the Contractor to an extension of time in which to complete the work as determined by the Architect / Engineer, provided, however, that the Contractor shall immediately give written notice to the Architect / Engineer of the cause of such delay. If an extension of time is granted, the approved Progress Schedule shall be updated and a change order issued covering the extension of time. The Contractor's signature on the change order shall signify the Contractor's acceptance of the updated Progress Schedule.

6.09 USE OF COMPLETED PORTIONS - The Owner shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding that the time for completing the entire work or such portions may not have expired; but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the completion of uncompleted work or causes refinishing of completed work, the Contractor shall be entitled to such extra compensation, or extension of time or both, as the Owner and Contractor may agree.

6.10 EXISTING UTILITIES - The operation of existing active utilities, including gas, water, sewer, electric and telephone lines, shall not be disturbed except as required to connect new utilities thereto.

6.11 SITE CONDITIONS - The Contractor shall maintain the site so as to avoid unhealthful, hazardous and noisome conditions. He shall maintain excavations free of the accumulation of excess water.

6.12 PREVENTION OF DELAY - The Contractor agrees that there will be no interruption in the performance of the work under this agreement due to labor strife or unrest. The Contractor and his subcontractors will not employ on the work, 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 strikes, work stoppages, delays, suspension of work or similar troubles by workmen employed by the Contractor or his subcontractors 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 or their subcontractors pursuant to other contracts, or on any other building or premises owned or operated by the County of Erie. Any violation by the Contractor of this requirement will be considered proper and sufficient cause for the County, through the Department of Public Works – Office of the Commissioner to consider such interruption a breach of the agreement and to cancel the contract without any penalty to the County, and to recover any damages from the Contractor that may have been caused by labor strife and unrest.

SECTION 7 - MEASUREMENT AND PAYMENT

7.01 DETAILED BREAKDOWN OF CONTRACT AMOUNT - Except in cases where unit prices form the basis for payment under the Contract, the Contractor shall within ten (10) days of receipt of Notice to Proceed submit a complete breakdown of the Contract Amount showing the value assigned to the materials sold to the Owner for, and separately, the labor and other costs assigned to each part of the work, including an allowance for profit and overhead. Upon approval of the breakdown of the Contract Amount by the Architect / Engineer, it shall be used as the basis for all Requests for Payment.

7.02 REQUESTS FOR PAYMENT

A. The Contractor may submit periodically, but not more than once a month, a Request for Payment for work done. The Contractor shall furnish the Architect / Engineer all reasonable facilities required for obtaining the necessary information relative to the progress and execution of the work. Each Request for Payment shall be computed on all items listed in the Detailed Breakdown of Contract Amount, less 5% to be retained until substantial completion and acceptance of the work and less previous payments.

B. Upon the issuance of a letter of substantial completion by the Owner, the Contractor shall prepare a detailed listing of all items of work or corrections yet to be performed on the project with monetary value assigned to each. He shall forward said list to the Architect/Engineer and the Owner, who may modify such list at their discretion. The Owner reserves the sole right to reduce the retention previously withheld to any amount equal to two times the value of the outstanding work items and corrections yet to be performed with monetary values assigned to each as determined by the Owner, and an amount necessary to satisfy any claims, liens, or judgments against the Contractor which have not been suitably discharged. As the remaining items of work are satisfactorily completed or corrected, the Owner shall promptly pay, upon receipt of a requisition, for these items less amount necessary to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged. Where unit prices are specified, the Request for Payment shall be based on the quantities expended.

C. For purposes of monitoring the payment progress, the Contractor shall submit a detailed breakdown on a proper County form indicating items of work and separately listing labor and material cost for each item.

D. The Owner will make payments for stored materials at off-site locations provided said materials are suitably stored (a) in public warehouses, or (b) at the contractor's place of business or other location approved by the Owner, in which case the materials shall be segregated and have affixed to them in prominent locations placards stating "this material is the property of the County of Erie". All materials to be considered for payment shall be stored within a 100 mile radius of the County of Erie. The materials shall be completely covered by insurance. The required insurance shall be an all-risk policy, in an amount equal to the full insurable value at all times and shall be for the benefit of the County of Erie (named insured). In addition to the necessary insurance, a notarized affidavit shall be provided at the time of request for payment, indicating the location of the stored material. The Owner shall have the right of access to inspect the material at any time during normal working hours. All other appropriate insurance requirements and procedures as stipulated in Section 5 of the Erie County General Conditions shall apply.

7.03 ARCHITECT / ENGINEER'S ACTION ON A REQUEST FOR PAYMENT - Within ten (10) days of submission of any Request for Payment by the Contractor, the Architect / Engineer shall:

A. Approve the Request for Payment as submitted; or

B. Approve such other amount as he shall decide is due the Contractor, informing the Contractor in writing for his reasons for approving the amended amount; or

C. Withhold the Request for Payment, informing the Contractor in writing of his reasons for withholding it.

7.04 OWNER'S ACTION ON AN APPROVED REQUEST FOR PAYMENT - Within forty-five days (45) from the date of approval of a Request for Payment by the Architect / Engineer, the Owner shall:

A. Pay the Request for Payment as approved, or

B. Pay such other amount in accordance with Paragraph 7.05 as he shall decide is due the Contractor, informing the Contractor and the Architect / Engineer in writing of his reasons for paying the amended amount; or

C. Withhold payment in accordance with paragraph 7.05, informing the Contractor and the Architect / Engineer of his reasons for withholding payment.

7.05 OWNER'S RIGHT TO WITHHOLD PAYMENT OF AN APPROVED REQUEST FOR PAYMENT - The Owner may withhold payment in whole or in part on an approved Request for Payment to the extent necessary to protect himself from loss on account of any of the following causes discovered subsequent to approval of a Request for Payment by the Architect / Engineer :

A. Defective work.

B. Evidence indicating the probable filing of claims by other parties against the Contractor.

C. Failure of the Contractor to make payments to sub-contractors, material suppliers and suppliers of labor.

D. Damage to another contractor.

7.06 RESPONSIBILITY OF THE CONTRACTOR - Unless specifically noted otherwise, the Contractor shall furnish and pay for all materials and services and perform all the work described by the Contract Documents, or shall have all materials and services furnished and all the work, performed at his expense. It shall also be the Contractor's responsibility to pay for:

A. Replacement of survey benchmarks, reference points and stakes provided by the Owner under Paragraph 2.15.

B. Lands by Contractor provided in accordance with Paragraph 3.08.

C. Insurance obtained in accordance with Paragraph 5.01.

D. Fire Insurance obtained in accordance with Paragraph 5.01.

E. Performance Labor and Material Payment Bond obtained in accordance with Paragraph 5.04.

F. Royalties required under Paragraph 5.05.

G. Permits and Licenses required of the Contractor and all subcontractors.

H. All applicable taxes and fees, including sales and compensating use taxes except sales and compensating use taxes of the State of New York and of cities and counties of the State, on all materials sold to the Owner under this Contract.

7.07 PAYMENT FOR UNCORRECTED WORK - Should the Architect / Engineer direct the Contractor not to correct work that has been damaged or that was not performed in accordance with the Contract Documents, an equitable deduction from the Contract Amount shall be made to compensate the Owner for the uncorrected work.

7.08 PAYMENT FOR REJECTED WORK AND MATERIALS - The removal of work and materials rejected under Paragraph 4.05 and the re-execution of acceptable work by the Contractor shall be at the expense of the Contractor, and he shall pay the cost of the replacement of work of other contractors destroyed or damaged by the removal of the rejected work or materials and the subsequent replacement of acceptable work.

A. Removal of rejected work or materials and storage of materials by the Owner in accordance with Paragraph 4.05 shall be paid by the Contractor within thirty (30) days after written notice to pay is given by the Owner. If the Contractor does not pay the expenses of such removal and after ten (10) days' written notice being given by the Owner of his intent to sell the materials, the Owner may sell the materials at auction or at private sale and shall pay to the Contractor the net proceeds there from after deducting all the costs and expenses that should have been borne by the Contractor.

7.09 PAYMENT FOR EXTRA OR OMITTED WORK - The Contractor after receiving instructions to submit a proposal for Extra Work or for the Omission of Work shall within ten (10) days, except in an emergency endangering life and/or property, furnish the Architect / Engineer with a Change Order Proposal for transmittal to the Owner. The Contractor shall also submit to the Architect / Engineer an itemized sheet or sheets showing the labor, and separately, the materials to be sold to the Owner involved in the Change Order, together with (1) a maximum mark-up for overhead and profit of 15% on the sum of the aforementioned where the work is to be performed solely by the Contractor, or (2) a maximum mark-up for overhead and profit of 10% by a sub-contractor where the work is to be performed by the sub-contractor with a 5% maximum mark-up by the contractor on the total sub-contractor cost proposal. The Architect / Engineer shall promptly review the change order proposal and forward it to the Owner, together with his recommendations. The addition to or deduction form the contract amount shall be a sum for the materials sold to the Owner and a separate sum for labor and other costs, based on the Contractor's proposal, approved by the Architect / Engineer and accepted by the Owner.

7.10 PAYMENT FOR WORK SUSPENDED BY THE OWNER - If the work or any part thereof shall be suspended by the Owner, the Contractor will then be entitled to payment for the cost of all work done on the portions so abandoned, but such payment shall not exceed the value of such portion of the work as established under Paragraph 7.01.

7.11 PAYMENT FOR WORK BY THE OWNER - The cost of the work performed by the Owner in removing construction equipment, tools and supplies in accordance with Paragraph 3.11 and in correcting deficiencies in accordance with Paragraph 3.13 shall be paid by the Contractor.

7.12 PAYMENT FOR WORK BY THE OWNER FOLLOWING HIS TERMINATION OF THE CONTRACT - Upon termination of the Contract by the Owner in accordance with Paragraph 3.14, no further payments shall be due the Contractor until the work is completed. If the unpaid balance of the Contract Amount shall exceed the cost of completing the work, including all overhead cost, the excess shall be paid to the Contractor. If the cost of completing the work shall exceed the unpaid balance, the Contractor shall pay be difference to the Owner. The cost incurred by the Owner, as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Owner, and approved by the Architect / Engineer.

7.13 PAYMENT FOR WORK TERMINATED- Upon suspension of the work or termination of the Contract by the Owner, the Contractor shall recover payment from the Owner for the work performed as negotiated with the owner.

7.14 PAYMENT FOR SAMPLES AND TESTING OF MATERIALS - Samples furnished in accordance with Paragraph 2.11 shall be furnished by the Contractor at his expense.

A. Testing of samples and materials furnished in accordance with Paragraph 2.11 shall be arranged and paid for by the Owner unless otherwise specified in the detailed specifications.

7.15 RELEASE OF LIENS - The Contractor shall deliver to the Owner a complete release of all liens arising out of this Contract before the retained percentage or before the final Request for Payment is paid.

7.16 ACCEPTANCE AND FINAL PAYMENT - When the Contractor shall have completed the work in accordance with the terms of the Contract Documents, the Architect / Engineer shall certify his acceptance to the Owner and his approval of the Contractor's final Request for Payment, which shall be the Contract Amount plus all approved additions less all approved deductions and less previous payments made. The Contractor shall furnish evidence that he has fully paid all debts for labor, materials, and equipment incurred in connection with the work, following which the Owner shall accept the work and release the Contractor except as to the conditions of the Performance Bond, any legal rights of the Owner, required guarantees, and Correction of Faulty Work after Final Payment, and shall authorize payment of the Contractor's final Request for Payment. The Contractor must allow sufficient time between the time of completion of the work and approval of the final Request for Payment for the Architect / Engineer to assemble and check the necessary data.

7.17 TERMINATION OF CONTRACTOR'S RESPONSIBILITY - The Contract will be considered complete when all work has been finished, the final inspection made by the Architect / Engineer, and the project accepted in writing by the Owner. The Contractor's responsibility shall then cease, except as set forth in his Performance Bond, as required by the Guaranty Period in accordance with Paragraph 4.09, and as provided in Paragraph 7.18.

7.18 CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT - The approval of the final Request for Payment by the Architect / Engineer and the making of the final payment by the Owner to the Contractor shall not relieve the Contractor of responsibility for faulty materials or workmanship. The Owner shall promptly give notice of faulty materials or workmanship and the Contractor shall promptly replace any such defects discovered within two years from the date of written acceptance of the work, or within such longer period as may be incorporated in the Detailed Specification Requirements. The Architect / Engineer shall decide all questions arising under this paragraph.

SECTION 8 - WAGES AND LABOR CONDITIONS

8.01 WORKING HOURS - No laborer, workman or mechanic in the employ of the Contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by this contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.

8.02 WAGE RATES AND SUPPLEMENTS - Each laborer, workman or mechanic, employed by the Contractor, subcontractor or other person about or upon such public work, shall be paid not less than the prevailing rates of wages and shall be provided supplements not less than the prevailing supplements, as determined by the Industrial Commissioner of the State of New York (see "Information for Bidders").

8.03 DISCRIMINATION

A. In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no Contractor, subcontractor nor any person acting on behalf of such Contractor or subcontractor, shall by reason of race, creed, color 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;

B. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color or national origin;

C. There may be deducted from the amount payable to the Contractor by the County of Erie under this contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract;

D. This contract may be cancelled or terminated by the County of Erie 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; and

E. The aforesaid provisions of this section covering every contract for or on behalf of the County of Erie for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

F. General Regulation No. 1 as issued by the State Commission Against Discrimination states: "It is hereby agreed by and between the parties hereto that every contractor and subcontractor engaged in the public work described in this contract shall post and maintain at each of his establishments and at all places at which the public work described hereunder is being conducted, the Notice of the State Commission Against Discrimination indicating the substantive provision of the Law Against Discrimination, where complaints may be filed, and other pertinent information. Such Notice shall be posted in easily accessible and well lighted places customarily frequented by employees and applicants for employment."

G. Provision of the State Law Against Discrimination also prohibits discrimination in employment because of age.

8.04 EQUAL EMPLOYMENT OPPORTUNITY

In the performance of work under Erie County Contracts or any subcontract, no Contractor, subcontractor, nor any person acting on behalf of such Contractor, or subcontractor, in their employment practices, shall by reason of race, color, national origin, sex, age, religion, marital status, or disability discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates. Reference Title VI of the Civil Rights Act of 1964 (42 USC 200d).

Executive Order 11245, 30 Federal Regulation 12319 (1965) (Equal Opportunity Clause)

During the performance of Erie County contracts, the Contractor agrees:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, national origin, sex, age, religion, marital status, or disability. The Contractor will take affirmative action to ensure the applicants are employed and employees are treated during employment, without regard to their race, color, national origin, sex, age, religion, marital status, or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. The Contractor agrees to appoint an Equal Employment Opportunity (EEO) officer whose function will be to assure that said Contractor participates fully and effectively in the County of Erie Affirmative Action Program in compliance with the requirements of the County of Erie Contract.

C. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the EEO officer setting forth the provisions of this non-discrimination clause.

D. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, national origin, sex, age, religion, marital status, or disability.

E. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the organization EEO officer, advising the labor union or workers' representative of the Contractor's commitment under Executive Order No. 11246 on September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

F. The Contractor will file, by the fifteenth day of each month with the EEO office and the Contracting Agency, a monthly manpower utilization report of his work force on the Erie County project for the preceding month, broken down by racial groups, craft status, and job classification and including (a) the number of minority workers he has secured and (b) the type of On-the-Job Training he has provided on the Erie County project, the classification of said minority participants (apprentices, journeymen, and trainees), the specific crafts in which they have received training, and the number of hours they have worked.

G. The Monthly Manpower Utilization Report shall be attached to every Request for Payment Application. Payment Requests will not be reviewed unless the manpower utilization report is attached.

H. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 and all relevant rules, regulations, and orders of an Erie County Contract and the Erie County Affirmative Action Program.

I. In the event of the Contractor's non-compliance with the nondiscrimination clauses of an Erie County Contract or with any such rules, regulations, or orders that contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Erie County contracts in accordance with the procedures authorized in Executive Order No. 11246 or as otherwise provided by law.

J. The Contractor will include the provisions of paragraphs a. through i. in every subcontract or purchase order unless specifically exempted by the rules, regulations, or orders, of an Erie County contractual agreement, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the Contracting Agency may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation with any subcontractor or vendor as a result of such direction by the Contracting Agency, the Contractor may request the County of Erie to enter into such litigations to protect the interests of the County of Erie.

8.05 MONITORING

A. The EEO Office has the responsibility of administering the Monitoring Program for the County of Erie and its Affirmative Action Program. During the monitoring of an organization, the EEO Office shall receive the full cooperation of the Contracting Agency in dealing with organizations needing remedial actions.

B. The objective of the County of Erie's Monitoring Program is a systematic review, by the EEO Office, of the Contractor's performance in meeting the goals of minority utilization at each level of his work force. There will be two basic results from the County of Erie's monitoring process:

C. Acceptable achievement or progress, according to the program for construction contracts on County of Erie projects, toward the County of Erie's goal of 13.2 minority manpower utilization, and in addition, the County of Erie's goal for the utilization of women in the area of construction shall be in accordance with the U.S. Department of Labor's goal of 6.9%.

1. Insufficient progress toward goals according to the program; if an organization is found to be unwilling to correct deficiencies after a recommended non-compliance investigation, the County of Erie may:

    a. Summon the Contractor to a hearing

    b. Withhold progress payments in part or in full

    c. Cancel the Contract

    d. Bar the award of future contracts until the Contractor can demonstrate that he will comply

D. The County of Erie's Monitoring Program will consist of both Off-Site and On-site monitoring.

E. Off-Site monitoring program shall consist of Monthly Employment Utilization reports, standard form 257. Due to the regular turnover of the work force of a construction Contractor and because of Federal Compliance reporting requirements, all Contractors and subcontractors must submit these monthly reports to the Erie County EEO Office and the Contracting Agency. These reports will state an employee's EEO identification trade, classification, hours worked, and the percentage of completion for each County of Erie project for each reporting month.

F. On-Site monitoring, for the purpose of verifying these monthly reports, will be dependent on but not limited to:

1. The compliance status of each Contractor for each County of Erie construction project.

2. Length of the contract, subcontract, or grant and its percentage of completion.

3. Size of the labor force of the organization.

4. Degree of employment opportunity the County of Erie contract, subcontract, or grant will offer to minority workers.

5. Past record of affirmative action achievement of the organization.

6. Past record of affirmative action compliance performance under the EEO Office.

G. The EEO Office will have an ongoing Master File, dealing with each Contractor or subcontractor for each County of Erie construction project participated in for reference of the past performance of each Contractor.

H. In the event any deficiencies are found during an Off-Site or On-Site analysis, organization officials shall receive a summary of these deficiencies and the audits made for each reporting month. Any violations found will be fully explained and discussed with the Contractor or subcontractor. During discussions with the EEO Office and the Contracting Agency, alternative solutions to particular problems will be explored. At this time, attempts will be made to obtain the Contractor's agreement to take action by specified dates and a duplicate copy of the agreement will be sent to the Contractor or subcontractor.

8.06 COUNTY OF ERIE MINORITY AND WOMEN'S BUSINESS ENTERPRISE COMMITMENT

Minority/Women's Business Utilization Commitment:

A. Erie County's Minority and Women's Business Utilization Local Law. No. 1, 1987 requires all prime contractors awarded construction contracts let by the County of Erie to exemplify Affirmative Action and subcontract to minority and women's business enterprises MBE/WBE. For the purpose of these regulations, the term "Minority Business Enterprise" refers to a business at least fifty-one percent (51%) of which is owned and controlled by minority group members. Minority group members are citizens of the United States who are Blacks, Hispanics, Asian Americans, American Indians, Eskimos and Aleuts. MBE's must be certified by the Erie County and/or the Erie County City of Buffalo Joint Certification Committee.

1. For the purpose of these regulations the term "Women's Business Enterprise" refers to a business at least fifty-one percent (51%) of which is owned and controlled by women. WBE's must be certified by Erie County and/or the Erie County/City of Buffalo Joint Certification Committee.

2. Be it further understood that in order for a Minority and/or Women's Business to be certified as such by Erie County and/or the Erie County City of Buffalo Joint Certification Committee and the proposed business is incorporated, that the MBE/WBE must own and control 51% of the stock authorized to be issued by the corporation. Such authorization is made in the Certificate of Incorporation.

3. The County of Erie has determined that a goal of ten percent (10%) of the total contract value represents a fair share of minority business utilization and two percent (2%) of the total contract value represents a fair share of women's business utilization on each construction contract awarded.

4. This local law requires that positive efforts be made by recipients of Erie County construction contracts to utilize minority and women owned business sources for supplies, services and professional services, allowing these sources the maximum feasible opportunity to compete for contracts, subcontracts and third-tier contracts to be performed.

5. All prime contractors awarded Erie County contracts estimated to exceed $100,000 are to take positive steps "to afford fair opportunities to MBE's and WBE's". Positive steps shall include but not be limited to:

    a. Utilizing a source list of bona fide minority and women's business enterprises.

    b. Solicitations of bids from MBE's and WBE's particularly of those located in Erie, Niagara, Cattaraugus and Chautauqua Counties.

    c. Giving minority and women firms' sufficient time to submit proposals in response to solicitations.

    d. Maintaining records showing minority and women's business enterprises and specific efforts to identify and award contracts to these companies.

    e. Each contractor bidding on a County of Erie Contract is to contact MBE's and WBE's and solicit bids for various aspects of each project. The contractor is to supply the County MBE/WBE office with information regarding contracts for services and products with minority and women's business enterprises and the dollar amount of each contract on the Minority Business Utilization Report.

6. Where the MBE or WBE is a supplier, a credit of one hundred percent (100%) of the dollar value of the subcontract between the MBE or WBE and the Contractor shall be awarded toward the fulfillment of the appropriate goal.

7. For purposes of this Section, a MBE or a WBE will be considered a supplier when it:

    a. Assumes actual and contractual responsibility to furnish supplies and/or materials and is the manufacturer of those supplies and/or materials; or

    b. Is recognized by the manufacturer involved as a distributor of its supplies and/or materials; and

    c. Owns or leases a warehouse, yard, building or other facility which is necessary and customary to carry out the purported function of the business; and

    d. Distributes, delivers and services the supplies and/or materials with its' own staff.

8. Where an MBE or WBE performs a sales function, which is customarily performed as a distinct and necessary part of the supply process, a credit of twenty-five percent (25%) of the dollar value of the subcontract between the MBE or WBE, the Contractor will be awarded toward the fulfillment of the appropriate goal.

9. Where the MBE or WBE performs a function or service which is commercially unnecessary, such as acting as a passive conduit in the supply process of duplicating a service provided by others in the same chain of supply from manufacturer to purchaser, no credit will be granted toward the appropriate goal.

10. The qualifications set forth in subsections, above of this Action shall be certified by the Erie County Equal Employment Opportunity Office.

11. All bidders shall submit a properly executed Minority/Women Business Enterprise Utilization Report Part A with their bid proposal at the time of bid.

12. In the event of a joint venture participating in this MBE/WBE Program, the Joint Venture Disclosure Affidavit must be submitted with the Minority/Women Business Enterprise Utilization - Prime Contractor Affidavit. Only to the extent that a minority and/or women's business enterprise contributes to and is paid for its participation in a Joint Venture will that dollar amount be credited towards the 10% and/or 2% respectively goal of minority/women's participation in the County of Erie MBE/WBE Program.

13. MBE's and WBE's must be certified before their participation may be credited toward the respective 10% and 2% goal. Where the proposed MBE and/or WBE are not certified by Erie County or the Erie County/City of Buffalo Joint Certification Committee, the appropriate Certification Disclosure Affidavit must be filed with the appropriate Erie County/City of Buffalo Department. Forms and lists of certified MBE's/WBE's may be obtained by calling 858-7542.

14. Should a bidder conclude that they would be unable to satisfy the MBE/WBE goal, the bidder shall submit a properly executed Minority/Women Business Enterprise Utilization – Waiver Request Form with their bid proposal. Waivers shall be granted only where the availability of MBE's and/or WBE's in the market area of the project is less than the respective 10% and 2% goal.

15. Sufficient information must be provided on the Minority and/or Women's Business Enterprise Utilization Waiver Request to ascertain whether a waiver should be approved, conditionally approved or rejected by the Department of Public Works on the advice of the MBE/WBE Office.

16. A waiver approval limits the contractor's obligation to solicit MBE's and/or WBE's for a particular project only. It does not relieve the contractor of MBE/WBE utilization for any other County of Erie project on which he submits a bid.

17. Conditional approval of the waiver request makes it necessary for the contractor to continue soliciting MBE's/WBE's for contracting purposes, after he has been declared the low bidder.

18. A MBE/WBE Utilization Waiver Request will be rejected if the contractor:

    a. Fails to provide information on the Minority and/or Women's Business Enterprise Utilization Report at the time of the Bid opening.

    b. Provides fraudulent information on the MBE/WBE reports.

c. Fails to make an honest good faith effort to recruit a contractor with MBE's/WBE's.

or

d. Takes any other action which is contrary to the spirit and intent of the law.

19. The information provided on the MBE/WBE Waiver Request and the MBE/WBE Utilization Report will be considered concurrently to determine if a waiver should be approved, conditionally approved or rejected.

20. The successful low bidder shall submit to the Erie County MBE/WBE Office within 15 business days of the bid opening, a schedule for minority/women's business enterprise participation, listing the minority/women's business enterprise with whom the contractor intends to subcontract, specifying the agreed price to be paid for such work, and identifying in detail the contract item(s) or parts to be performed by each minority/women's business enterprise.

21. A letter of intent to enter into a subcontract or purchase agreement, contingent upon contract award, indicating the agreed upon price and scope of work, shall be provided, signed by both the contractor and the minority/women's business enterprise. The prime contractor shall not substitute or delete the listed minority and/or women's business enterprise without the written consent of Erie County.

22. In the event that the MBE/WBE goal for the contract is not met, the contractor shall provide sufficient documentation to establish that every positive effort was made to identify, solicit and negotiate with MBE's and WBE's in pursuit of the goal. Such documentation includes, but is not limited to advertisement in minority-focus media, written contact with minority contractors' associations and community groups and copies of direct solicitation of individual minority businesses indicating sufficient time to prepare quotations. Where an MBE/WBE is rejected due to price, the contractor shall provide documentation of the successful bidder's price along with evidence showing the work to be performed in the same, and not a reduced portion thereof.
23. The contractor shall provide to the Erie County MBE/WBE Office copies of all subcontracts and/or purchase agreements with minority/women's business enterprise within 15 days of contract award. A Notice to Proceed with construction shall not be issued until acceptable documentation is received.

24. Upon completion of the work, the contractor shall provide a properly executed Minority/Women Business Enterprise Utilization Report – Part A-Part D, certifying the total dollar amounts expended to the MBE’s & WBE’s subcontracted with. This report and all cancelled checks necessary to verify certification are to be submitted to the Erie County MBE/WBE Office, prior to final payment request.

25. In the event a contractor fails to comply with these provisions, Erie County may:

a. Summon the contractor to a hearing.

b. Withhold progress payments in part or in full.

c. Cancel the contract.

d. Bar award of future contracts until the contractor can demonstrate that he will comply.

26. It is, hereby, the County of Erie's commitment to assure that on all contracts awarded, prime contractors expend a fair share of the contract with bona fide Minority and Women Owned business enterprises in accordance with the goals set forth in the Minority Business Utilization Local Law, No. 1, 1987.

27. Failure to comply with the provisions of the law shall constitute a break of contract subject to all remedies available to Erie County.

28. The Prime Contractor and all Minority and Women Owned Business subcontractors are bound by all requirements as put forth in the County of Erie Standard General Conditions and all modifications thereto contained in these Contract Specifications.

8.07 COUNTY OF ERIE EXECUTIVE ORDER #13 "PAY EQUITY CERTIFICATION ON COUNTY CONTRACTS"

A. During the term of this Contract, the agency shall comply with Executive Order 13 (2014), and the Agency shall make such records available, upon request, to the County's Division of Equal Employment Opportunity for review. The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the agency, its offices and facilities, for the purpose of verifying information supplies in the Erie County Equal Pay Certification and for any other purpose reasonably related to confirming the Agency's compliance with Erie County Executive Order No. 13 (2014). Violation of the provisions of Executive Order 13 (2014) which is attached hereto and made a part hereof, can constitute grounds for the immediate termination of this contract and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.

1. Refer to Appendix C for the Erie County Executive Order #13 and Equal Pay Certification Form.

2. The Equal Pay Certification Form shall be submitted with the bid proposal.

8.08 COUNTY OF ERIE EXECUTIVE ORDER #18 "FIRST SOURCE HIRING POLICY FOR COUNTY CONSTRUCTION PROJECTS"

A. During the term of this Contract, Erie County Executive Order No. 18 (2017) may apply. Violation of the provisions of Executive Order 13 (2014) which is attached hereto and made a part hereof, can constitute grounds for the immediate termination of this contract and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.

1. Refer to Appendix D for the Erie County Executive Order #18, Rules and Regulations, Erie County Local and Disadvantaged Worker Compliance Certification, County of Erie Executive Order #18 Monitoring and Reports – Form 257A, and First Source Policy Targeted Zip Codes.

   a. First Source Policy Targeted Zip Codes are provided for information only and subject to change.

2. The Erie County Executive Order #18 Attestation and Statement of Workforce shall be submitted with the bid proposal.

SECTION 9 – ACCOUNTABILITY

9.01 The Contractor shall be fully accountable for his performance under this contract and agrees to answer under oath all questions relevant to the performance thereof and to any transaction, act, or omission had, done or omitted in connection therewith if called before any Judicial, County or State Officer or agency empowered to investigate the Contract or its performance.

SECTION 10 - THE ERIE COUNTY WORKFORCE DEVELOPMENT AND DIVERSIFICATION NEW YORK STATE CERTIFIED WORKER TRAINING PROGRAM

10.01 County of Erie Local Law No. 2-2006

COUNTY OF ERIE
LOCAL LAW INTRO NO. 3 - 2006
LOCAL LAW NO. 2 - 2006

A LOCAL LAW in relation to a requirement for New York State Certified Worker Training Programs by contractors and subcontractors under construction contracts, as defined herein, with the County of Erie.

BE IT ENACTED BY THE ERIE COUNTY LEGISLATURE AS FOLLOWS:

Section 1. Legislative Intent.

The Erie County Legislature hereby finds, declares and determines that:

A. New York Labor Law Section 816-b specifically authorizes this Local Law.

B. There has been a long and productive history of partnership between labor and management in the training of workers in New York State.

C. New York State Certified Worker Training Programs are valuable educational and training tools for the local workforce by reducing reliance on out-of-area labor for construction projects.

D. New York State Certified Worker Training Programs provide opportunities to residents in this area through training and education for skilled jobs.

E. These skilled jobs allow us to reinvest our taxpayer dollars spent on local construction projects so that local workers and local tax dollars remain within the local community.

F. It would be valuable to encourage labor and business/industry to participate in New York State Certified Worker Training Programs to meet the increased need for trade persons while providing residents the means to earn a better living and fostering the local and regional economies.

G. It is valuable for local government to encourage broad participation in such New York State Certified Worker Training Programs by the residents of Erie County and to foster the equal opportunity of men and women of all races and backgrounds to participate in order to enhance workforce development and diversification, and to prevent exclusionary practices which have historically excluded women and minorities.

H. The New York State Department of Labor sets objective standards and provides oversight for New York State Certified Worker Training Programs. These Programs are important because they require on-the-job training and classroom training, and provide objective industry standards. In effect these programs lead to a standardized, cost effective and skilled local workforce.

I. Nothing in this Local Law should be read to abrogate the duty of Erie County with respect to its MBE/WBE requirements.

Section 2. Short Title.

This Local Law shall be known as "The Erie County Workforce Development and Diversification New York State Certified Worker Training Program."

Section 3. Definitions.

A. "New York State Certified Worker Training Program" shall mean: a state registered and regulated apprenticeship program through the New York State Department of Labor that has been approved by the New York State Commissioner of Labor in accordance with Article 23 of the New York Labor Law, that includes the following standards:

   i. An organized, written plan in place that embodies the terms and conditions of employment, and the training and supervision of one or more workers;

   ii. A schedule of wages to be paid to the worker consistent with the skills required and approved by the New York State Department of Labor;

   iii. Equal opportunity and affirmative action plans;

   iv. Workforce development and diversification goals to ensure that the contractor will diligently work toward a minority workforce goal of 30% minority and female participation combined in project personnel including trades people, trainees, journeymen, apprentices, and supervisory staff; and

   v. A minimum of ten (10%) percent of the total construction workers, trades people, trainees, journeymen, and apprentices employed at any given time on a particular project by any and all contractors or subcontractors must consist of persons participating in a New York State Certified Worker Training Program.

B. "Commissioner" shall mean the Commissioner of the Erie County Department of Public Works.

C. "Construction contract" shall mean projects with a value in excess of $250,000 where Erie County is a direct or indirect party to the contract which includes more than an incidental amount of construction type activity intended to benefit the public, including all work which is necessary, incidental or connected with the execution of the contract which is performed by construction workers. A public entity need not be party to the construction contract. A construction contract includes: projects that Erie County funds directly, projects that Erie County funds indirectly by providing funds to a separate entity to perform the construction type activity; privately financed construction projects specifically built with the intent of leasing them to any Department of Erie County government; and construction projects built under Erie County’s direction and later paid for with Erie County funds.

D. "Construction subcontract" shall mean any subcontract between a contractor who has a construction contract as defined in Section 3, subdivision C above.

E. "Contractor" or "subcontractor" shall mean a contractor or subcontractor that directly employs construction workers, as defined below, under a construction contract or construction subcontract, as defined herein, for which a New York State Certified Worker Training Program is required.

F. "Construction worker" shall mean an individual directly involved in the construction, reconstruction, improvement, rehabilitation, installation, alteration, renovation, demolition or otherwise providing for any building, facility, roads, highways, bridges, or physical structure of any kind, but does not include professional services employees or those construction workers for which a New York State Certified Worker Training Program does not exist.

Section 4. Requirements.

A. Any contractor, prior to entering into a construction contract as set forth in section 3 (C) above, or any subcontractor entering into a construction subcontract with a contractor who has a construction contract with the County of Erie is required to have in place and provide written proof of same at the

time of bid a New York State Certified Worker Training Program, either internally to the contractor or subcontractor and/or through an organization servicing several contractors or subcontractors, appropriate for the type and scope of work to be performed.

B. Any contractor or subcontractor, as defined herein, shall strive to meet the minimum workforce development and diversification goals set forth in section 3(A) (iv) above. Such contractors and/or subcontractors shall provide the Commissioner or designated compliance officer with the following:

i. A monthly workforce census and such other employment and/or payroll records necessary to verify an attempt to achieve the workforce development and diversification goals set forth in Section 3(A)(iv) above.

ii. Access to and cooperation with the project compliance officer to review records on-site and/or at worksite premises to validate attempts to achieve the workforce development and diversification goals set forth in Section 3(A)(iv) above.

iii. With bid submission, a statement committing to providing apprenticeship training opportunities to workers, as well as details of workforce diversification recruiting program directed at attracting candidates to fill positions to meet the minimum workforce development and diversification goals set forth in Section 3(A)(iv) above.

Section 5. Rules & Regulations.

As of the date this Local Law becomes effective, the Commissioner of the Erie County Department of Public Works shall promulgate such rules and regulations that are lawful, necessary and appropriate to implement, enforce or otherwise carry out the purposes of this Local Law, provided that the Legislature, by simple majority, has not voted to disapprove such rule or regulation within sixty (60) days from the Commissioner's written notice to the Legislature that such rule or regulation has been promulgated.

Section 6. Equal Employment Monitoring.

There shall be an Independent Monitor to report on the compliance of each County contractor and subcontractor with this Local Law's workforce development and diversification goals. The Commissioner of DPW shall develop regulations that provide for the compensation of the Independent Monitor.

The Monitor shall monitor and review every facet of construction to report what percentage of the goals that are established for minority and female participation are met or exceeded. The Monitor shall report to the Equal Employment Opportunity Office on the compliance of each contractor and subcontractor with the workforce development and diversification goals.

The Monitor shall file monthly reports with the Equal Employment Opportunity Office regarding the actual workforce development and diversification goals, including reporting all instances of non-compliance; make appropriate recommendations to the Equal Employment Opportunity Office when non-compliance is evident with supportive documentation; develop a database of the workforce of each contractor and subcontractor to provide a visual format of each contractor's workforce, both monthly and year-to-date cumulative totals on each construction contract.

Section 7. Compliance.

The Director of Erie County Division of Equal Employment shall ensure that all contractors and subcontractors entering into a construction contract as it is defined herein, maintain records which prove that each construction worker as it is defined herein, signs in and out at the beginning and end of each day, listing next to his or her name his or her craft, and status as journeyman or apprentice, if applicable.

Section 8. Penalties.

Violation of any provision of this Local Law shall constitute cause, grounds or other legal justification for termination of any contractual agreement with any contractor or subcontractor engaged in a construction contract or construction subcontract with the County, in accordance with County and state laws, rules and regulations governing the termination of such contractual agreements.

Section 9. Severability.

If any clause, sentence, paragraph, subdivision, section or part of this Local Law or the application thereof, to any person, individual, corporation, firm, partnership, entity or circumstance, shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional such order of judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this Local Law or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance directly involved in the controversy in which such judgment or order shall be rendered.

Section 10. Applicability.

This Local Law shall apply to construction contracts advertised for bids on or after the effective date.

Section 11. Effective Dates.

This Local Law shall take effect 30 days after the filing with the Secretary of State, in accordance with Section 27 of the New York State Municipal Home Rule Law.

TIMOTHY M. KENNEDY	LYNN M. MARINELLI
MARIA R. WHYTE	DANIEL M. KOZUB
GEORGE A. HOLT	THOMAS A. LOUGHRAN
THOMAS J. MAZUR	MICHELE M. IANNELLO
ROBERT B. REYNOLDS, JR.	DEMONE A. SMITH

10.02 Rules and Regulations Adopted by the Erie County Commissioner of Public Works Regarding Local Law No. 2-2006

**RULES AND REGULATIONS ADOPTED BY THE
ERIE COUNTY COMMISSIONER OF PUBLIC WORKS
REGARDING:
COUNTY OF ERIE
LOCAL LAW NO. 2-2006**

A LOCAL LAW in relation to a requirement for New York State Certified Worker Training Programs by contractors and subcontractors under construction contracts, as defined herein, with the County of Erie.

Pursuant to Section 5 of Erie County Local Law No. 2-2006, "the Commissioner of the Erie County Department of Public Works shall promulgate such rules and regulations that are lawful, necessary and appropriate to implement, enforce or otherwise carry out the purposes of this Local Law..." Such rules and regulations are as follows:

1. Definitions.

“Bidders” – an individual or entity which submits a formal Bid for a Construction Contract, as hereinafter defined.

“Bids” – formal bids submitted for a Construction Contract, as hereinafter defined, in accordance with New York General Municipal Law.

“Commissioner” – Erie County Commissioner of Public Works

“Construction Contract” – a contract for a Project which includes more than an incidental amount of construction-type activity performed by persons in trades or careers for which there exists an NYSCATP, as hereinafter defined.

“Contracting Agency” – a department, division, board, agency or office of the County, an entity undertaking a Project that Erie County funds indirectly, or an entity undertaking a Project with the specific intent of leasing the completed Project to the County, which solicits and receives Bids for a Construction Contract.

“Local Law” – Erie County Local Law 2-2006

“Monitoring Agency” – the Erie County Equal Employment Opportunity Office

“New York State Certified Apprentice Training Program” or “NYSCATP” - a state registered and regulated apprenticeship program(s) approved by the Commissioner of the New York State Department of Labor in accordance with Article 23 of the Labor Law and the Rules and Regulations thereto.

“Prime Contractor” – the party with whom the Contracting Agency contracts with on a Project.

“Project” – the construction, reconstruction, improvement, rehabilitation, installation, alteration, renovation, demolition or otherwise of any building, facility, roads, highways, bridges, or physical structure of any kind, estimated by the Contracting Agency as having a cost to complete in excess of $250,000, for which the County is a direct or indirect party to a Construction Contract. Projects include those: that Erie County funds directly, either in whole or in part; that Erie County funds indirectly, either in whole or in part, by providing funds to a separate entity to perform the construction-type activity; privately financed construction projects specifically built with the intent of leasing the completed project to Erie County; and construction projects built under Erie County’s direction and later paid for with Erie County funds.

“Rules” – these rules and regulations promulgated by the Commissioner pursuant to the Local Law.

“Subcontractor” – A subcontractor to a Prime Contractor.

"Workforce" – the total worker hours anticipated on the Construction Contract to be undertaken by workers in careers or trades for which there exists an NYSCATP.

2. Rules and Regulations.

A. Each Contracting Agency shall include in its bid specifications provisions for the implementation of the Local Law and these Rules. Bids shall demonstrate a Bidder's ability to comply with the Local Law and these Rules and in the event that Bidder is a successful Prime Contractor on a Construction Contract.

B. Bidder shall submit as part of the Bid a copy of the certification of approval of the NYSCATP by the New York State Department of Labor which will be used by the Bidder in connection with the Construction Contract. Such NYSCATP shall be a NYSCATP registered by the NYS Commissioner of Labor which will be utilized by the Bidder on the Construction Contract by the Bidder as a Prime Contractor or by the Bidder's Subcontractor(s).

C. As part of its' Bid, Bidder shall provide a written plan demonstrating how apprentices will be utilized by the Bidder as Prime Contractor or by Subcontractor(s) to the Bidder as Prime Contractor. Such plan shall include at a minimum, but not be limited to the following:

   i. An organized, written plan in place that embodies the terms and conditions of employment, training and supervision of one or more apprentices;

   ii. A schedule of wages to be paid to the apprentices consistent with the skills required and approved by the New York State Department of Labor;

   iii. Equal employment opportunity and affirmative action plans.

   iv. Demonstration that ten percent (10%) of the Workforce of the Prime Contractor (inclusive of the workforce utilized by any Subcontractor(s) to the Bidder) shall consist of persons participating in New York State Certified Apprentice Training Programs.

D. In the alternative Bidder may provide a statement as to the inapplicability of apprenticeship participation on the Prime Contract and the related subcontracts due to the lack of career opportunities in NYSCATP approved by New York State Department of Labor Commissioner or that the magnitude of the Construction Contract would make use of apprentices impracticable. In the event that Bidder provides a statement that there is a lack of such career opportunities or the use of apprentices on the Construction Contract is impracticable, said Bidder may not be deemed non-responsive by virtue of the submission of such a statement, as determined by the Monitoring Agency. Applicability of this section will be viewed within the total Workforce of each Prime Contract and not as a function of each subcontract of the Construction Contract as a whole.

E. As part of its' Bid, Bidder shall provide affirmation of its commitment toward acceptable achievement or progress towards the County of Erie workforce development and diversification goal in all construction contracts of thirty percent (30%) minority and female participation combined in project personnel including trades people, trainees, journeymen, apprentices and supervisory staff.

F. Contracting Agency may determine prior to the advertisement of bids for the Project or prior to the award of Bids that the nature of the Construction Contract does not provide an adequate opportunity for the use of NYSCATP for such reasons including, but not limited to, that:

   i. 75% or more of the value of the Construction Contract involves material, equipment and/or supplies; or

ii. There is a lack of NYSCATP approved by the Department of Labor for at least 75% of the work hours anticipated to be spent on construction-type activity involved in the Construction Contract; or

iii. The Construction Contract is in response to an emergency condition; or

iv. The Project is estimated to cost less than $250,000 or the Bid amount is less than $250,000; or

v. None of the bids received were from Bidders who had an NYSTACP.

G. All Bids shall be reviewed by the Monitoring Agency within 10 business days of delivery of the Bids by the Contracting Agency to the Monitoring Agency. A Contracting Agency shall not reject any Bid as being non-responsive to the requirements of the Local Law and these Rules, unless the Monitoring Agency, within 10 business days of receipt of Bids from the Contracting Agency, provides the Contracting Agency with a written report recommending non-responsiveness of the Bidder and the reasons therefore. Determination of a Bidder's compliance with the Local Law and these Rules shall be the responsibility of the Monitoring Agency.

H. The Contracting Agency is permitted to require within the Bid specifications for a Project, a reasonable fee for the Prime Contractor to hire an independent monitor to review and report on the diversification gals of the Local Law

3. Effect

These Rules and Regulations shall become effective immediately. No Rule or Regulation promulgated herein shall be disapproved by the Erie County Legislature unless and until such time as the public, following 10 days advertised notice, is given the opportunity to comment upon such rule or regulation.

Pursuant to Erie County Local Law 2-2006 the following MUST be submitted along with supporting documentation unless the Contracting Agency has otherwise determined under Section 2f of the Erie County Rules and Regulations that the New York State Certified Apprenticeship Training Program does not apply.

TO BE FILLED OUT BY BIDDER: please check that which applies and sign below

[ ] Enclosed is a copy of the certification of approval of the New York State Certified Apprenticeship Training Program (NYSCATP) by the New York State Department of Labor which, as Bidder, will use in connection with the construction contract. Also enclosed is a written plan demonstrating how apprentices will be utilized by the Bidder as Prime Contractor or by the Subcontractor(s) to the Bidder as Prime Contractor. Such plan shall include at a minimum:

i. An organized written plan in place that embodies the terms and conditions of employment, training and supervision of one or more apprentices;
ii. A schedule of wages to be paid to the apprentices consistent with the skills required and approved by the New York State Department of Labor;
iii. Equal employment and affirmative action plans; and
iv. Demonstration that ten percent (10%) of the Workforce of the Prime Contractor (inclusive of the workforce utilized by any Subcontractor(s) to the Bidder) shall consist of persons participating in NYSCATP.

[ ] Enclosed is a detailed explanatory written statement as to the inapplicability of apprenticeship participation due to: The lack of career opportunities in NYSCATP approved by New York State Department of Labor Commissioner; OR the magnitude of the construction contract which would make use of apprentices impracticable.

_____	_____	_____
SIGNATURE	COMPANY NAME	DATE

APPENDIX "A"

EQUAL EMPLOYMENT OPPORTUNITY FORMS

COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE COMMISSSIONER

BID DATE: _____
TODAY'S DATE: _____

ERIE COUNTY MINORITY/WOMEN BUSINESS ENTERPRISE
UTILIZATION REPORT – PART A

COMPANY: _____
AUTHORIZED REPRESENTATIVE: _____
ADDRESS: _____
TELEPHONE NUMBER: _____
PROJECT NAME: _____
PROJECT NUMBER: _____

I. List actions taken to identify, solicit, and contact Minority Business Enterprise (MBE) & Women Business Enterprise (WBE) to bid on subcontracts for this project.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

II. List all bona-fide Minority/ Women Business Enterprise, sub-contractors, suppliers, professional personnel, solicited, contracted, or presently negotiating a contract in accordance with the minority business utilization goal set forth by the County of Erie.

MBE/WBE OWNED FIRMS		SUPPLY/ SERVICE	AMOUNT OF PROPOSAL	PRIOR CERTIFICATION	CONTRACT EXECUTED	REASON IF CONTRACT NOT AWARDED
NAME	_____				YES _____	
ADDRESS	_____					
CITY, STATE	_____					
TELEPHONE	_____				NO _____	
IRS #	_____					

MBE/WBE OWNED FIRMS		SUPPLY/ SERVICE	AMOUNT OF PROPOSAL	PRIOR CERTIFICATION	CONTRACT EXECUTED	REASON IF CONTRACT NOT AWARDED
NAME	_____				YES _____	
ADDRESS	_____					
CITY, STATE	_____					
TELEPHONE	_____				NO _____	
IRS #	_____					

MBE/WBE OWNED FIRMS	SUPPLY/ SERVICE	AMOUNT OF PROPOSAL	PRIOR CERTIFICATION	CONTRACT EXECUTED	REASON IF CONTRACT NOT AWARDED
NAME _____				YES _____	
ADDRESS _____					
CITY, STATE _____					
TELEPHONE _____				NO _____	
IRS # _____					

MBE/WBE OWNED FIRMS	SUPPLY/ SERVICE	AMOUNT OF PROPOSAL	PRIOR CERTIFICATION	CONTRACT EXECUTED	REASON IF CONTRACT NOT AWARDED
NAME _____				YES _____	
ADDRESS _____					
CITY, STATE _____					
TELEPHONE _____				NO _____	
IRS # _____					

MBE/WBE OWNED FIRMS	SUPPLY/ SERVICE	AMOUNT OF PROPOSAL	PRIOR CERTIFICATION	CONTRACT EXECUTED	REASON IF CONTRACT NOT AWARDED
NAME _____				YES _____	
ADDRESS _____					
CITY, STATE _____					
TELEPHONE _____				NO _____	
IRS # _____					

III. Assistance offered by contractor to MBE's/WBE's as to bonding, union requirements obtaining work capital, etc.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

IV. Total Dollar Amount to be subcontracted to:

Minority Business Enterprise(s). $ _____

Women Business Enterprise(s). (If applicable) $ _____

V. Total Amount of Bid: $ _____

VI. MBE Percent (%) of project bid: _____ %

WBE Percent (%) of project bid: _____ %

VII. YOU MUST ATTACH COPIES OF RELEVANT CORRESPONDENCE AND DOCUMENTS, INCLUDING RETURN RECEIPTS.

_____ _____
SIGNATURE OF AUTHORIZED REPRESENTATIVE DATE

VIII. CONTRACTOR'S DESIGNATED EQUAL OPPORTUNITY OFFICER (EEO)

_____ _____
NAME DATE

COUNTY OF ERIE
MINORITY/WOMEN BUSINESS ENTERPRISE UTILIZATION REPORT PART - B

Certificate of Expenditures at 30% Completion of Project

Contractor: _____ Contract Name: _____

I. List all bona-fide minority/women business enterprises, subcontractors, suppliers, professional personnel, or joint venture firms, with whom you have entered into a binding agreement in accordance with the Minority/Women Business Utilization Goal set forth by the County of Erie. Include minority trucking firms that will be utilized and include an estimated dollar amount. The information must be submitted to the County of Erie when the project is 30% complete.

MBE/WBE OWNED FIRMS (USE REVERSE SIDE IF MORE SPACE IS NEEDED)		TYPE OF WORK	DATE CONTRACT EXECUTED	TOTAL EXPENDED TO DATE	ESTIMATED AMOUNT REMAINING
NAME					
ADDRESS					
CITY, STATE					
TELEPHONE					
MBE WBE					
IRS #					

MBE/WBE OWNED FIRMS (USE REVERSE SIDE IF MORE SPACE IS NEEDED)		TYPE OF WORK	DATE CONTRACT EXECUTED	TOTAL EXPENDED TO DATE	ESTIMATED AMOUNT REMAINING
NAME					
ADDRESS					
CITY, STATE					
TELEPHONE					
MBE WBE					
IRS #					

Erie County reserves the right to require documentation including, but not limited to, cancelled checks to verify these amounts.

II. Total Dollar Amount to be subcontracted to:

Minority Business Enterprise(s). $ _____

Women Business Enterprise(s). (If applicable) $ _____

III. Total Amount Expended to Date: $ _____

IV. Total Amount of Bid: $ _____

V. MBE Percent (%) of project bid: _____ %

WBE Percent (%) of project bid: _____ %

I, _____

as an official representative of _____

do hereby certify that the information listed above is correct and complete.

_____ _____

NAME DATE

_____

TITLE

MINORITY / WOMEN BUSINESS ENTERPRISE UTILIZATION REPORT – PART C
CERTIFICATION OF EXPENDITURES TO MBEs / WBEs

(To Be Completed by the Prime Contractor and submitted at the 75% payment level.)

Contractor: _____ Contract Name: _____

MBE / WBE	PART B CONTRACT AMOUNT OR ESTIMATE	TOTAL EXPENDED TO DATE	ESTIMATED AMOUNT REMAINING
MBE's			
WBE's			

Erie County reserves the right to require documentation, including, but not limited to, cancelled checks to verify these amounts.

I, _____

as an official representative of _____

do hereby certify that the information listed above is correct and complete.

_____ _____

NAME DATE

_____

MINORITY BUSINESS ENTERPRISE UTILIZATION REPORT – PART D
FINAL CERTIFICATION OF EXPENDITURE TO MBE'S / WBE'S

(To be completed by the prime contractor and submitted when contract is complete)

Erie County reserves the right to require documentation, including, but not limited to, cancelled checks to verify these amounts.

Contractor: _____ Contract Name: _____

MBE	TOTAL AMOUNT EXPENDED

WBE	TOTAL AMOUNT EXPENDED

TOTAL OF ALL MBE SUBCONTRACTS	$	
TOTAL OF ALL WOMEN SUBCONTRACTS (If applicable)	$	
AMOUNT OF CONTRACT (PRIME)	$	
FINAL MBE PERCENTAGE		%
FINAL WBE PERCENTAGE (If applicable)		%

I, _____

as an official representative of _____

do hereby certify that the information listed above is correct and complete.

_____ _____
NAME DATE

_____

AUTHORIZATION FOR RELEASE OF MBE INFORMATION

I, _____ as principal officer of: _____

hereby authorize Erie County's representative to have access to: _____

M.B.E. certification materials, filed with: _____

File documents may be released to Erie County's representative to expedite the County's M.B.E. certification process for: _____

_____ _____

SIGNED DATE

_____

TITLE

"Sworn to before me

This _____ day of _____, 2011"

_____

Notary Public / Commissioner of Deeds

WAIVER

COMPANY: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

1. Contractor has made a good faith effort to adopt subcontracting on this project to those trades, professions, suppliers, etc. for which minority/ women's business enterprise bids could be solicited; and

2. The total percentage of the bid which could be subcontracted in trades, professions, suppliers, etc. for which minority business enterprises bids could be solicited is then than 20% for MBE's and/or 2% WBE's.

A waiver provided for by Erie County Local Law, is hereby requested on the ground that there are no / insufficient (circle the appropriate term) minority / women's business enterprises in the market area of this project which do subcontracting in the following field (list all trades, professions, supplies, etc. which could be subcontracted on this project):

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

(Use additional sheets if necessary.)

If a partial waiver is granted, the Contractor with make a good faith effort to meet the reduced goal.

_____ DATE

_____ SIGNATURE OF AUTHORIZED REPRESENTATIVE OF COMPANY

Granted in Whole: _____

Granted in Part: _____

Comments: _____

_____ EQUAL OPPORTUNITY OFFICIAL / TITLE

_____ DATE

_____ LETTING DEPARMENT REPRESENTATIVE / TITLE

_____ DATE

APPENDIX "B"

ERIE COUNTY DEPARTMENT OF PUBLIC WORKS – BUILDING PERMIT APPLICATION

MARK C. POLONCARZ
COUNTY EXECUTIVE

WILLIAM E. GEARY
COMMISSIONER OF PUBLIC WORKS

Building Permit Application

ECDPW Building Permit No.

Part I: General Information

1. Project Location and Information

Project Name:
Name and Address:
Building Name:

2. Architect/Engineer (Prime)

Name:
Address:
City, State, Zip: Phone Number:

3. Contractor

Name:
Address:
City, State, Zip: Phone Number:

4. Type of Construction or Improvement

☐New Building: Proposed use is		
☐Conversion:	Current use is	Proposed use is

☐Addition	☐Alteration	☐Repair/Replacement	☐Relocation
☐Demolition	☐Sign	☐Fence	☐Equipment
☐Other (Describe)			

NOTE: AN INCOMPETE APPLICATION MAY DELAY THE TIMELY ISSUANCE OF YOUR PERMIT; PLEASE ENTER N/A IF A SECTION IS NOT APPLICABLE

5. Use and Occupancy Classification

☐ Assembly Group **A**	☐ Business Group **B**	☐ Education Group **E**	☐ Factory Group **F**
☐ High-Hazard Group **H**	☐ Institutional Group **I**	☐ Mercantile Group **M**	☐ Residential Group **R**
☐ Storage Group **S**	☐ Utility Group **U**		

If Assembly, Factory, High-Hazard, Institutional, Residential or Storage indicate Group subcategory type (e.g. Assembly A4) and Describe:

6. Special Inspections Required (3Rd Party) ☐ N/A

☐ Electrical	☐ Mechanical	☐ Plumbing	☐ Geotechnical
☐ Foundations	☐ Compaction	☐ Steel	☐ Equipment
☐ Asbestos	☐ Hazardous Materials	☐ Medical Specialties	☐ Other:
☐ Chapter 17 – Structural Tests and Special Inspections			

7. Dimensions of **EXISTING** Buildings**:**

Description:	Width:	Length:	Height:	No. of Stories:

8. Dimensions of **NEW** Buildings:

Description:	Width:	Length:	Height:	No. of Stories:

9. Lot Dimensions:

Description:	Width:	Length:	Height:	No. of Stories:

NOTE: AN INCOMPETE APPLICATION MAY DELAY THE TIMELY ISSUANCE OF YOUR PERMIT; PLEASE ENTER N/A IF A SECTION IS NOT APPLICABLE

10. Description of Project: (If need additional space please attach sheets to application). For any mixed occupancy, specify in detail the nature and extent of each use.

11. Estimated Project Cost

Cost of the work to be performed, **excluding** land costs:

CONTINUE TO PART TWO: ***DO NOT WRITE BELOW THIS LINE – OFFICIAL USE ONLY***

Date Received:	Received by:	Forwarded to (for review):
Additional Approvals needed:		
☐Historic Preservation	☐Environmental Impact Statement	☐Engineering:
☐Attorney:	☐Other (explain):	☐None

Part II: Not Used

Part III: Project Location and Details

1. This application must be accompanied by two complete sets of plans and specifications. Depicting the scope of the work to be performed.

2. Location of the proposed structure or addition showing the number of stories and all exterior dimensions.

3. The distance of the proposal from all lot lines and any structure including neighboring structures.

4. The depth of the proposed foundation or footers.

5. The maximum percentage of the lot to be covered by building(s).

6. The Water Supply is: ☐Municipal Water ☐Existing Well ☐New Well

7. Site is: ☐Within Flood Plain ☐**Not** within Flood Plain
   ☐Designated as a Wetland ☐**Not** Designated as a Wetland

8. A drawing showing the existing conditions surrounding the project area. The drawing must include but not limited to adjacent: locations, exiting requirements, fire separations and functional areas, etc. Indicate with sufficient clarity and detail the nature and extent of the work proposed and its context. Failure to do so will interrupt the approval process until all the pertinent information is received.

NOTE: AN INCOMPETE APPLICATION MAY DELAY THE TIMELY ISSUANCE OF YOUR PERMIT; PLEASE ENTER N/A IF A SECTION IS NOT APPLICABLE

9. Architectural and/or Engineered drawings are required. Drawings need to be prepared by a New York registered Architect or Licensed Professional Engineer. When the project floor area exceeds fifteen hundred (1,500) square feet and/or the project costs twenty thousand ($20,000) dollars or more.

Part IV: Notices (Read before signing):

1. Work conducted pursuant to a building permit must be visually inspected by the Code Enforcement Official and must conform to the New York State Uniform Fire Prevention and Building Code, and all applicable local, County of Erie, state and federal: laws, codes, rules and regulations.

2. In the event that there are changes to the scope of work that has been approved on the building permit, the Erie County Department of Public Works, Office of the Commissioner **must be notified immediately** of the same.

3. Prior to the start of Demolition activities the potential for exposure to asbestos and any other hazardous materials must be identified. Accordingly, an abatement plan that complies with New York State Department of Labor rules must be implemented.

4. It is the owner's responsibility to contact the Erie County Department of Public Works, Office of the Commissioner at (716) 858-8301 (Monday through Friday from 8am to 4pm) at least **72** hours before the owner and/or contractor wishes to have an inspection conducted. Inspections will be performed by appointment only. More than one inspection may be necessary. This is especially true for "internal work" which will eventually be covered from visual inspection by additional work (i.e. electrical work later to be covered by a wall).

Part V: Inspections (Read before signing):

1. **PROVISIONS SHALL BE MADE FOR INSPECTION OF THE FOLLOWING ELEMENTS OF THE CONSTRUCTION PROCESS, WHERE APPLICABLE:**
    a. Work site prior to the issuance of a permit
    b. Fire rated construction
    c. Footing and foundations
    d. Fire rated penetrations
    e. Preparation for concrete slab
    f. Solid fuel burning heating appliances, chimneys, flues or gas vents
    g. Framing
    h. Energy code compliance
    i. Rough-in of all building systems, including but not limited to: Electrical, Plumbing, Gas or Fuel Piping, Security, HVAC, Temperature Controls, etc.
    j. A final inspection after all work authorized by the building permit has been completed

2. DO NOT PROCEED TO THE NEXT STEP OF CONSTRUCTION IF SUCH "INTERNAL WORK" HAS NOT BEEN INSPECTED. Otherwise, work may need to be removed at the contractor's expense to conduct the interior inspection. Close coordination with the Erie County Department of Public Works, Office of the Commissioner will greatly reduce this possibility.

3. All permitted electrical work to be performed will be inspected by a certified independent third party having the prior approval of the Department of Public Works. Such inspections shall be paid for by the Contractor.

4. Owner herby agrees to allow the Erie County Department of Public Works, Office of the Commissioner to inspect the sufficiency of the work being done pursuant to this permit, provided however, that such inspection(s) is (are) limited to the work being conducted pursuant to this permit and any other non work related violations which are readily discernible from such inspection(s).

5. New York State law requires contractors to maintain Worker's compensation and Disability Insurance for their employees. The contractor, as part of their Building Permit Application, shall submit copies of their NYS Workmen's Compensation and NYS Worker's Disability Insurance Certificates on the prescribed New York State forms. The County also requires Certificates of Insurance as limited on the attached Schedule for Contractors performing work on County property whether contracted by the County or third party. Please use the attached Standard Insurance Certificate with the "County of Erie, 95 Franklin St, Buffalo, NY 14202" listed as Certificate Holder.

6. All drawings and specifications submitted with a Building Permit Application for a Building Permit shall bear the seal and signature of a NYS Registered Design Professional per the requirements of NYS law. Building Permit Applications submitted without the seal and signature of a registered NYS Design Professional will be returned as incomplete.

7. If a Certificate of Occupancy is required, the structure shall not be occupied until said certificate has been issued.

8. Work undertaken pursuant to this permit is conditioned upon and subject to any State and Federal regulations relating to Asbestos Material and any other Hazardous Material.

9. This permit does not include any privilege of encroachment in, over, under, or upon any city street or right-of-way.

10. The building permit card must be displayed so as to be visible from the street nearest to the site of the work being conducted.

I,_____, the above named applicant, hereby attest that I am the contractor for the above referenced project and affirm under the penalty of perjury that all statements made by me on this application are true.

(Contractor Signature) Date:

NOTE: AN INCOMPETE APPLICATION MAY DELAY THE TIMELY ISSUANCE OF YOUR PERMIT; PLEASE ENTER N/A IF A SECTION IS NOT APPLICABLE

Please Return Completed Application to:

Erie County
Department of Public Works
95 Franklin Street, Room 1400
Buffalo, NY 14202

DO NOT WRITE BELOW THIS LINE – OFFICIAL USE ONLY

☐ Application Approved	Date:	Permit Number:
☐ Permit issued by:		Date:
CERTIFICATE OF OCCUPANCY OR COMPLIANCE MUST BE OBTAINED BEFORE OCCUPANCY USE.		
☐ Certificate of Occupancy or Use by:		Date:
☐ Application Denied by:		Date:

NOTE: AN INCOMPETE APPLICATION MAY DELAY THE TIMELY ISSUANCE OF YOUR PERMIT; PLEASE ENTER N/A IF A SECTION IS NOT APPLICABLE

INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

I Insurance shall be procured and certificates delivered before commencement of work or delivery of merchandise or equipment.

II CERTIFICATES OF INSURANCE

A Shall be made to the "County of Erie, 95 Franklin St, Buffalo NY, 14202"

B. Coverage must comply with all specifications of the contract.

C Must be executed by an insurance company, agency or broker, which is licensed by the Insurance Department of the State of New York If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.

III Forward the completed certificate to: County of Erie, (Department or Division) responsible for entering into the agreement for construction, purchase, lease or service.

IV Minimum coverage with limits are as follows:

Vendor Classification	A Construction and Maintenance	B Purchase or Lease of Merchandise or Equipment	C Professional Services	D Property Leased To Others Or Use Of Facilities Or Grounds	E Concession-aires Services	F Livery Services	G All Purposes Public Entity Contracts
Commercial Gen Liab.	$1,000,000 per occ.	$1,000,000 CSL	$1,000,000 CSL	$1,000,000	$1,000,000 CSL	$1,000,000	$1,000,000 CSL
General Aggregate	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000
Products Completed Operations Liability	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000
Blanket Broad Form Contractual Liability	INCLUDE						
Contractual Liability		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Broad Form P.D.	INCLUDE						
X.C.U. (explosion, collapse, Underground)	INCLUDE						
Liquor Law				INCLUDE	INCLUDE		
Auto Liab.	$1,000,000 CSL		$1,000,000 CSL	$1,000,000 CSL	$1,000,000 CSL	$1,000,000 CSL	$1,000,000 CSL
Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Hired	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Non-Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Excess/Umbrella Liab.	$5,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$5,000,000	$1,000,000
Worker's Compensation	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
& Employer's Liability							
Disability Benefits	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Professional Liability			$5,000,000				
Erie County, To Be Named Add'l Insd.	Gen. Liab., Auto Liab., & Excess	Broad Form Vendors May Be Required	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess

V. Construction contracts require excess Umbrella Liability limits of $5,000,000.

VI Coverage must be provided on a primary-non contributory bases.

VII. Designated Construction Project General Aggregate Limit Per Project Endorsement CG 25 03 is required.

VIII In the event the concessionaire is required to have a N.Y.S license to dispense alcoholic beverages an endorsement for liquor liability is required.

IX. Waiver of Subrogation: Required on all lines unless noted

X Transportation of people in buses, vans or station wagons requires $5,000,000 excess liability.

XI. Workers Compensation: State Workers' Compensation / Disability Benefits Law
Use Applicable Certificates Below:

Workers Compensation Forms

CE-200	Exemption
C105.2	Commercial Insurer
SI-12	Self Insurer
GSI-105.2	Group Self Insured
U-26.3	New York State Insurance Fund

DBL (Disability Benefits Law) Forms

CE-200	Exemption
DB-120.1	Insurers
DB-155	Self Insured

XII. The "ACORD" form certificate may be used in place of the County of Erie Standard Insurance Certificate, provided that all of the above referenced requirements are incorporated into the "ACORD" form certificate.

Edition Date: 3/29/2012

Page 1 of 1

NOTE: AN INCOMPETE APPLICATION MAY DELAY THE TIMELY ISSUANCE OF YOUR PERMIT; PLEASE ENTER N/A IF A SECTION IS NOT APPLICABLE

County of Erie Standard Insurance Certificate

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME PHONE (A/C, No, Ext) FAX A/C No: EMAIL ADDRESS PRODUCER CUSTOMER ID #:	
	INSURER(S) AFFORDING COVERAGE	**NAIC #**
INSURED	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO T E INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY T E POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
	☐						PERSONAL & ADV INJURY	$
	☐						GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	☐ HIRED AUTOS							$
	☐ NON-OWNED AUTOS							$
	☐							
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DEDUCTIBLE							$
	☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ WC STATU TORY LIMITS ☐ OTH ER	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**	N/A					E.L. EACH ACCIDENT	$
	If yes describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L.DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER	**CANCELLATION**
County of Erie 95 Franklin St Buffalo NY, 14202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

X. FOR COUNTY USE ONLY:

Name of County Dept. Requesting Certificate: DPW OFFICE OF THE COMMISSIONER

Purchase Order or Contact Number: _____

Vendor Insurance Classification: _____

(Rev 3/11)

NOTE: AN INCOMPETE APPLICATION MAY DELAY THE TIMELY ISSUANCE OF YOUR PERMIT; PLEASE ENTER N/A IF A SECTION IS NOT APPLICABLE

APPENDIX "C"

COUNTY OF ERIE – EXECUTIVE ORDER NO.13 – PAY EQUITY CERTIFICATION ON COUNTY CONTRACTS

Executive Order #13
Pay Equity Certification on County Contracts

WHEREAS, federal law, including the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964 and Federal Executive Order 11246 of September 24, 1965 (Equal Employment Opportunity) (together "Federal Equal Pay Law"), requires that men and women in the same workplace be given equal pay for equal work; and

WHEREAS, Section 194 of New York State Labor Law ("NYS Equal Pay Law") prohibits compensating men and women differently for the same work; and

WHEREAS, on average, a full-time working woman in New York State earns just 85 cents for every dollar that a man earns and the pay gap is even greater for African-American and Latina women; and

WHEREAS, females make up nearly fifty-two percent of Erie County's population; and

WHEREAS, women make up nearly half of the U.S. labor force and are a growing number of breadwinners in their families; and

WHEREAS, this pay differential shortchanges women and their families by thousands of dollars a year, and potentially hundreds of thousands of dollars over a lifetime, presenting a lifelong threat to those families' economic security and reducing their earnings through Social Security and other post retirement plans; and

WHEREAS, poverty is recognized as a leading cause of or contributing factor to many social problems, including but not limited to substance abuse, domestic violence, child abuse, improper nutrition, obesity, improper health care and criminal conduct; and

WHEREAS, the impact of pay differentials is exacerbated as workers age, causing underpaid workers to disproportionally rely upon various forms of public support in their retirement years; and

WHEREAS, pay inequity can significantly impact the County, necessitating the provision of various public subsidies for low income residents and leading to the lack of receipt of income by women residents which would be spent in our local economy; and

WHEREAS, through the enforcement of current state and federal laws that ban unequal pay for equal work, Erie County can help ameliorate the many negative consequences of pay inequality, thereby improving the lives of those who might otherwise be underpaid, strengthening families and protecting children, and reducing the demand for public services, all positively impacting county, state and federal budgets.

NOW, THEREFORE, I MARK C. POLONCARZ, Erie County Executive, by virtue of the authority vested in me by the Erie County Charter § 302, do hereby order as follows:

1. It is ordered that on and after January 1, 2015, all Erie County offices, departments and administrative units, including but not limited to the Division of Purchase, fully implement a requirement in all bids, requests for proposals and other contract solicitations that the contractor submit an Erie County Equal Pay Certification which certifies the contractor's compliance with Federal Equal Pay Law and New York State Equal Pay Law (together, the "Equal Pay Laws"). Such certification shall be required prior to execution of the contract; and it is,

2. Further ordered that such certification shall include a representation by the contractor that it has not been the subject of an adverse finding under the Equal Pay Laws within the previous five years and shall include disclosure of any currently pending claims against the contractor; and it is,

3. Further ordered that violation of any provision of the Equal Pay Laws during the effective period of such a contract or the filing of a false or misleading Erie County Equal Pay Certificate may constitute grounds for immediate termination of such a contract; and it is,

4. Further ordered that violation of any provision of the Equal Pay Laws during the effective period of such a contract or the filing of a false or misleading Erie County Equal Pay Certificate may constitute grounds for determining a bidder or responder is not qualified to participate in future County contracts; and it is,

5. Further ordered that the Law Department prepare an Erie County Equal Pay Certification for use by Erie County offices, departments and administrative units and assure compliance with this Executive Order in the contract approval process; and it is,

6. Further ordered that the County Division of Equal Employment Opportunity ("EEO") establish a procedure for compliance monitoring and periodic auditing of certification records; and it is,

GIVEN, under my hand and the Privy Seal of the County of Erie in the City of Buffalo this 29th day of October, in the year two thousand fourteen.

COUNTY OF ERIE

BY: _____

MARK C. POLONCARZ
ERIE COUNTY EXECUTIVE

Erie County Equal Pay Certification

In order to comply with Executive Order 13 dated November 6, 2014, we hereby certify that we are in compliance with federal law, including the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964, Federal Executive Order 11246 of September 24, 1965 and New York State Labor Law Section 194 (together "Equal Pay Law"). We understand that this certification is a material component of this contract. Violation of the provisions of Executive Order 13, which is attached hereto and made a part hereof, can constitute grounds for the immediate termination of this contract and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.

We have evaluated wages and benefits to ensure compliance with the Equal Pay Law. We certify that we have not been the subject of an adverse finding under the Equal Pay Law within the previous five years and, in the alternative, if we were the subject of an adverse finding under the Equal Pay Law within the previous five years, we have annexed a detailed description of the finding(s). In addition, we have annexed a detailed description of any currently pending claims under the Equal Pay Law in which we are involved.

_____
Signature

Verification

A) OWNER/PARTNERSHIP

STATE OF _____)
COUNTY OF _____) SS:

_____, being duly sworn, states he or she is the owner of (or a partner in) _____, and is making the foregoing Certification and that the statements and representations made in the Certification are true to his or her own knowledge.

Sworn to before me this _____Day of _____, 20__

_____
Notary

B) CORPORATE

STATE OF _____)
COUNTY OF _____) SS:

_____, being duly sworn, states that he or she is the
Name of Corporate Officer
_____, of_____,
Title of Corporate Officer Name of Corporation
the enterprise making the foregoing Certification, that he or she has read the Certification and knows its contents, that the statements and representations made in the Certification are true to his or her own knowledge, and that the Certification is made at the direction of the Board of Directors of the Corporation.
Sworn to before me this _____Day of _____, 20__

_____
Notary

APPENDIX “D”

COUNTY OF ERIE – EXECUTIVE ORDER NO. 18 – FIRST SOURCE HIRING POLICY FOR COUNTY CONSTRUCTION PROJECTS

EXECUTIVE ORDER #018

FIRST SOURCE HIRING POLICY FOR COUNTY CONSTRUCTION PROJECTS

WHEREAS, Erie County annually appropriates over $25,000,000 in tax dollars for expenditures related to public works construction projects;

WHEREAS, Erie County awards contracts to private firms to provide the construction services associated with budgeted projects;

WHEREAS, while unemployment in Erie County as a whole is comparable to other metropolitan regions in the United States, the unemployment rate within certain zip codes located in Erie County is as high as 21.7% and the poverty rate as high as 44.7%;

WHEREAS, there are 182,200 working age individuals in the region who are either unemployed or underemployed and seeking work;

WHEREAS, low-income or otherwise disadvantaged individuals residing in Erie County experience higher rates of unemployment compared to other individuals;

WHEREAS, the purpose of this order is to foster construction employment opportunities for qualified local residents, underemployed individuals or otherwise disadvantaged workers on those construction projects located within the geographic boundaries of Erie County which are bid by the County of Erie ("Erie County construction project(s)").

NOW, THEREFORE, I, MARK C. POLONCARZ, Erie County Executive, by virtue of the authority vested in me by Erie County's Charter Sections 301 and 302, do hereby order as follows:

1. It is ordered that on and after April 30, 2018, all bids for Erie County construction projects initiating out of the Erie County Department of Environment and Planning Division of Sewerage Management and on and after October 1, 2017, all other bids for Erie County construction projects wherever so initiated, and all associated contracts involving an expenditure of $250,000 or greater which utilize not less than three workers to complete the project shall require that:

    a) Entirely 100% of work hours performed by residents of New York State on an Erie County construction project will be worked by residents of the Local Labor Area (Erie County, Niagara County, Chautauqua County, Cattaraugus County, Allegany County, Wyoming County, Genesee County, Orleans County).

    b) At least 70% of total work hours performed by residents of New York State on an Erie County construction project will be worked by residents of the County of Erie.

    c) For the remainder of the calendar year subsequent to the effective date of this Order as specified above in Section 1, and for the entirety of the calendar year that follows, at least 20% of total work hours performed by residents of New York State, which percentage may be wholly or partly

included within the hourly requirement contained in sub-section (b) above, used on an Erie County construction project will be worked by residents of Erie County who reside in zip codes with a poverty rate of 20% or higher, and/or, in any ratio, disadvantaged workers who reside in Erie County. A disadvantaged worker is a resident who has a household income below 50% of the Area Median Income ("AMI"); or has been released from prison within the last 10 years; or participates in the Temporary Assistance for Needy Families program; or participates in the Supplemental Nutrition Assistance Program; or has been unemployed for at least 12 consecutive months.

d) On the first day of the second full calendar year from such effective date and continuing thereafter, the applicable percentage of total work hours performed referenced in this subsection above will move upward from 20% to 30%. The applicable zip codes as referenced above will be determined annually by the Erie County Division of Equal Employment Opportunity and will be provided to potential contractors in all request for bids documents; and

2. It is further ordered that work hours performed by individuals residing outside of New York State will not be included in the requirements set forth above; and

3. It is further ordered that where an Erie County construction project is funded in whole or in part with Federal Highway Administration monies, those projects are exempt from the requirements specified above to avoid conflict with federal law or regulation; and

4. It is further ordered that failure to adhere to the requirements herein, as further delineated in all formal construction contracts and any rules and regulations promulgated pursuant to Section 5 below, will constitute grounds for immediate termination of the underlying contract and will further result in the Contractor being deemed a non-responsible bidder for a period of twelve months. Once grounds for immediate termination are established, actual contract termination will be at the discretion of Erie County; and

5. It is further ordered that the Erie County Department of Law must promulgate, and update annually where necessary, separate formal rules and regulations with respect to implementation of the requirements contained herein as applied respectively and distinctly to Erie County construction projects initiating out of the Erie County Department of Environment and Planning Division of Sewerage Management and to Erie County construction projects wherever else so initiated. The Erie County Department of Law must also assure compliance with this Executive Order within the contract approval process; and

6. It is further ordered that the Erie County Division of Equal Employment Opportunity establish a procedure for compliance monitoring and periodic auditing of construction contractor hiring rates.

GIVEN, under my hand and the Privy Seal of the County of Erie in the City of Buffalo this twenty seventh day of September, in the year two thousand seventeen.

County of Erie

By: _____
Mark C. Poloncarz
Erie County Executive

RULES AND REGULATIONS IMPLEMENTING
ERIE COUNTY EXECUTIVE MARK C. POLONCARZ ORDER #18

PURPOSE

The Erie County Attorney's Office promulgates these Rules and Regulations pursuant to Section 5 of Erie County Executive Mark C. Poloncarz Order #18 dated September 27, 2017 ("EO #18"). These Rules and Regulations are intended to articulate guidelines for implementing the provisions of EO #18 as they relate to those Erie County construction projects.

DEFINITIONS

1. **ERIE COUNTY CONSTRUCTION PROJECT** shall mean construction projects bid by Erie County and located within the geographic boundaries of Erie County which involve an expenditure of $250,000 or more and which utilize not less than three construction workers to complete the project.

2. **CONSTRUCTION SUBCONTRACT** shall mean any subcontract entered into by a contractor working on an Erie County Construction Project which, by its terms, engages such subcontractor to provide work hours on an Erie County Construction Project.

3. **CONTRACTOR OR SUBCONTRACTOR** shall mean a contractor or subcontractor that directly employs construction workers who provide work hours on an Erie County Construction Project.

4. **CONSTRUCTION WORKER** shall mean a laborer, workman or mechanic who resides in the local labor area (Erie County, Niagara County, Chautauqua County, Cattaraugus County, Allegany County, Wyoming County, Genesee County, Orleans County) and is directly involved in the construction, reconstruction, improvement, rehabilitation, installation, alteration, renovation, demolition or otherwise providing for any building, facility, roads, highways, bridges, or physical structure of any kind, but does not include professional services employees.

APPLICATION

All Erie County Construction Projects ("Project" or "Projects") as defined above are subject to the provisions of EO #18. The Commissioner or his/her Designee or the Division Head or his/her Designee of the Erie County Department or Division who solicits a bid for an Erie County Construction project ("the Commissioner") must, with the aid of the County Attorney when necessary, determine on a case by case basis the applicability of EO #18 to a given project. In order for a project to be subject to EO #18, the Commissioner must make the following findings:

1. **Location**: The Commissioner must find that work on a project will take place solely within the geographic boundaries of Erie County.

2. **Monetary Threshold**: The Commissioner must find that the cost of a project meets or exceeds $250,000. In determining whether a project meets the expenditure threshold of $250,000, the Commissioner shall calculate the total cost of the project based on the successful bidder's final bid submission. A project previously exempt because it did not meet the monetary threshold of $250,000 may become subject to EO #18 because an amendment, modification, renewal, or extension increases the total cost of the project. In that case, the Commissioner will have the authority to unilaterally amend the project contract(s) to include the standard EO #18 contract language and certification specifically delineated below.

3. **Work Force Threshold**: The Commissioner must find that no less than three construction workers will be utilized by contractor and/or subcontractor for the completion of the project. In determining whether a project utilizes at least three construction workers to complete the Project, the Commissioner shall rely on the statement of work force contained within the attestation required by the mandatory request for bid language specifically delineated below. A project previously exempt because it did not meet the work force threshold may become subject to EO #18 because of an increase in work force during the course of work on the project. In that case, the Commissioner shall have the authority to unilaterally amend the project contract(s) to include the standard EO #18 contract language and certification specifically delineated below.

REQUEST FOR BID LANGUAGE

The Commissioner shall include the following language in all construction project Requests for Bids.

ERIE COUNTY EXECUTIVE ORDER #18: The project contemplated by this Request for Bids may be subject to Erie County Executive Order #18 which is attached hereto along with its Rules and Regulations for reference as Exhibit _____. The Erie County Department or Division letting the contract will advise the successful bidder if it must comply with Executive Order #18 at the time of award. All bids must include a verified attestation of intent to comply and statement of work force. Such attestation and statement is attached hereto as Exhibit _____. Any bids received which do not include such attestation or include an incomplete attestation will be deemed non-compliant and will not be considered for award.

CONTRACT LANGUAGE

The Commissioner shall include the following language in all award contracts for construction projects determined to be subject to EO #18.

ERIE COUNTY EXECUTIVE ORDER #18: The Commissioner or Division Director of the Erie County Department or Division letting the contract has determined that the project contemplated herein is subject to the provisions of Erie County Executive Order #18 which is attached hereto for reference as Exhibit _____. Prior to the final execution of this Agreement, Contractor shall furnish to the County a fully executed and verified Local and

Disadvantaged Worker Compliance Certification. A fillable Certification is attached hereto as Exhibit _____. Contractor shall make such records as deemed necessary available upon request to the Erie County Division of Equal Employment Opportunity for review. The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Contractor, for the purpose of verifying information supplied in the Local and Disadvantaged Worker Compliance Certification and for any other purpose reasonably related to confirming Contractor compliance with Erie County Executive Order #18. Notwithstanding any other termination provisions contained herein, violations of the provisions of Executive Order #18 will constitute grounds for immediate termination of the underlying contract and shall further result in the Contractor being deemed a non-responsible bidder for a period of twelve months. Once grounds for immediate termination are established, actual contract termination will be at the discretion of Erie County.

WAIVER PROCESS

When a Commissioner determines that a project is subject to the provisions of EO #18, he/she shall notify the successful bidder of such determination at the time of award. The successful bidder shall then have the opportunity to submit a partial waiver request to the Erie County Division of Equal Employment Opportunity for consideration. Waiver requests shall be made in writing and directed to the Erie County Division of Equal Employment Opportunity at 95 Franklin Street, Room 625, Buffalo, NY 14202 "Attention Director". In order to prevent undue project delays, any such request shall be made as soon as the successful bidder is aware that it cannot meet the full requirements of EO #18. Should a partial waiver be requested such request shall state which EO #18 requirement(s) cannot be met and shall further indicate how the successful bidder intends to partially comply. All waiver requests shall contain a narrative of the efforts employed by the successful bidder in attempting to comply with EO #18 by recruiting construction workers to work on the subject project and the reasons why such efforts were only partially successful. At a minimum, these efforts must include and the narrative must state the following:

1) Where a successful bidder has, through collective bargaining agreements or other legally binding agreements, any exclusive hiring arrangements with local unions such successful bidder must attempt to meet the mandates of EO #18 by following the hiring process outlined in their respective exclusivity agreements. The narrative provided in connection with any waiver request will describe the process followed and the results of those efforts. Where a successful bidder has no exclusive hiring agreements in place or where a successful bidder is unable to comply with EO #18 after following their exclusive hire process, such successful bidder must proceed to follow steps 2 through 4 below.

2) Posting the job opening(s) for construction worker(s) on or with each of the following:

   A) The New York State Department of Labor Database used by the Buffalo and Erie County Workforce System (www.jobzone.ny.gov)

B) The People United for Sustainable Housing located at 271 Grant Street, Buffalo, NY 14213

C) At least one private staffing firm to aid Contractor in locating qualified candidates

D) Any other staffing organization or web site if so directed by the Erie County Commissioner of Public Works

3) All job opening(s) posted pursuant to Section one above must be posted for a period of at least ten (10) consecutive calendar days. Proof of publication must be included in all waiver requests.

4) The narrative provided with a waiver request shall state the number of candidates found via the job postings that would aid Contractor in meeting the requirements of EO #18, the number of those candidates that were subsequently interviewed for the opening(s), and if such candidates were not hired, the narrative shall include the reason(s) why the candidates were found to be unsuitable for the position(s).

5) A copy of the waiver request shall be sent to the Project Manager/Point of Contact in the Erie County Department of Public Works located at 95 Franklin Street, 14th Floor, Buffalo, NY 14202

If the Erie County Division of Equal Employment Opportunity determines that a successful bidder has demonstrated a good faith effort to comply in whole with the provisions of EO #18, and yet for reasons delineated in its request still cannot do so, a partial waiver shall be granted to the successful bidder.

SPECIALIZED WORK EXEMPTION

Certain Erie County Construction Projects require the use of workers who possess specialized skills, training, or formal certification/licensing in order to complete the contemplated work. When a Commissioner or Director of an Erie County Department or Division believes that there are an insufficient number of construction workers that meet EO#18 requirements and possess the unique qualifications necessary to complete such specialized work, he/she may request a specialized work exemption from the Erie County Division of Equal Employment Opportunity. Where granted, a specialized work exemption removes the mandates of EO #18 in whole or in part for a given project.

A request for a specialized work exemption shall be made in writing by the commissioner or director bidding the subject project. The request shall be directed to the Erie County Division of Equal Employment Opportunity at 95 Franklin Street, Room 625, Buffalo, NY 14202 "Attention Director" and must include a narrative describing what the specialized work involves, what portion of the project such specialized work is needed for, the particular skills, training, or formal certification/licensing needed to perform the work, and the steps taken to determine if workers meeting EO #18 requirements have the necessary expertise. Upon receipt of a specialized work exemption request, the Equal Employment Opportunity Director shall form an ad hoc committee,

and select its members, in order to review the request and either grant or deny the specialized work exemption.

The specialized work exemption committee shall consist of four members to include the commissioner or director of the department or division biding the project, the involved project manager, and one respective representative from the Erie County Department of Law and the Erie County Division of Equal Employment Opportunity. The committee shall convene as soon as practicable to consider the specialized work exemption request. In making a determination, the committee shall consider all information presented to it and shall solicit further information from any source available in order to aid in its deliberations. A determination as to whether or not to grant the specialized work exemption shall be made within a reasonable time so as not to frustrate the bidding process for the contemplated project. The committee's determination shall be memorialized in writing and shall include its specific findings and the information upon which such findings were made.

Where the committee finds that a specialized work exemption is warranted, a notice to bidders shall be included in the project bid specifications which shall clearly indicate what portion of the project is exempt from the provisions of EO #18 and shall further indicate that the remaining work, if any, may still be subject to EO #18. Where there is work remaining outside of the granted exemption, the attestation of work force must be completed to include that portion of work which falls outside of the exemption.

COMPLIANCE

The Director of the Erie County Division of Equal Employment Opportunity shall ensure that all contractors and subcontractors working on a Project as defined herein are in compliance with EO #18 or are in compliance with the provisions of any duly granted partial waiver or have been granted a full waiver.

PENALTY FOR NONCOMPLIANCE

Any failure to adhere to Erie County Executive Order #18 or the Rules and Regulations contained herein shall cause Contractor to be deemed noncompliant. Such noncompliance shall constitute grounds for immediate termination of the underlying contract and shall further result in the Contractor being deemed a non-responsible bidder for a period of twelve months. Once grounds for immediate termination are established, actual contract termination will be at the discretion of Erie County.

ERIE COUNTY LOCAL AND DISADVANTAGED WORKER COMPLIANCE CERTIFICATION

In order to comply with Erie County Executive Order #18 dated September 27, 2017 we hereby make the following certification:

_____ 1) We hereby certify that, including any and all subcontracted work hours used on the project, we are in full compliance with Erie County Executive Order #18.

OR,

_____2) We hereby certify that on _____ ____, _____ we submitted a partial waiver request to the Erie County Office of Equal Employment Opportunity. Such request for partial waiver was granted on _____, ___ _____. The conditions granted to us under this partial waiver allow for

_____

_____

_____

We further certify that we are in compliance with all conditions granted to us under this partial waiver.

We understand that this certification is a material component of this contract. Violation of the provisions of Executive Order #18 will constitute grounds for the immediate termination of this Agreement and will further result in the Contractor being deemed a non-responsible bidder for a period of twelve months. Once grounds for immediate termination are established, actual contract termination will be at the discretion of Erie County.

_____

Signature

Verification

STATE OF NEW YORK)
COUNTY OF ERIE) SS:

A)
_____, being duly sworn, states he or she is the owner of (or partner in) _____, and is making the foregoing Attestation and Statement of Workforce and that such representations made are true to his or her own knowledge.

B)

_____, being duly sworn, states that he or she is the (Name of Corporate Officer) _____, of (Name of Corporation or Enterprise)_____, that he or she has read the Attestation and Statement of Workforce and that such representations made are true to his or her knowledge, and are made at the direction of the Board of Directors of the Corporation.

Sworn to before me this _____ _____

Day of _____. 20_____ Notary Public

County of Erie Executive Order No. 18
Monitoring and Reports

All EMPLOYER/EMPLOYEE information reviewed or gathered, including Social Security Numbers, as a result of ERIE COUNTY'S Division of Equal Employment Opportunity (DEEO) monitoring and enforcement activities will be held confidential in accordance with all County, State and Federal confidentiality and privacy laws and used only for the purposes that it was reviewed or gathered.

A. The Division of Equal Employment Opportunity (DEEO) shall monitor all Projects as authorized by Executive Order No. 18. The DEEO will require the following:
   1. CONTRACTOR and Subcontractor whose projects are subject to ERIE COUNTY Executive Order No. 18 are to utilize their Certified Payroll Records when reporting their workforce compliance. That of the total work hours performed by residents of New York State on an Erie County construction project 100% are worked by residents of the Local Labor Area and 70% are worked by residents of the County of Erie.
   2. Receive regular reports to determine if the CONTRACTOR and/or Subcontractor's workforce is in compliance with the submitted Agreement and that Monthly Compliance Reports identify residents of Erie County who reside in zip codes with a poverty rate of 20% or higher, and/or, in any ratio, disadvantaged workers who reside in Erie County. (***A disadvantaged worker is*** *(1).* ***a resident who has a household income below 50% of the Area Median Income (AMI); or*** *(2)* ***has been released from prison within the last 10 years, or*** *(3)* ***participates in the Temporary Assistance for Needy Families Program; or*** *(4)* ***participates in the Supplemental Nutrition Assistance Program; or*** *(5)* ***has been unemployed for at least 12 consecutive months.***)
   3. Receive *LCPTracker* Reports (when available); inspect certified payroll, personnel records and any other records or information necessary to ensure the required workforce utilization is in compliance with the EC Executive Order No. 18.
   4. Conduct desk reviews of Monthly Compliance Reports.
   5. Monitor and complete statistical reports that identify the overall project, contractor, and subcontractors' hiring or hours worked percentages in accordance with meeting Executive Order No. 18 stated requirements.
   6. Provide formal notification of non-compliance with the required workforce percentages or any alleged breach of Executive Oder No. 18 to all contracting agencies, and stakeholders.

B. PENALTIES

Willful breach of the Executive Order No. 18 by the CONTRACTOR, failure to submit the Contract Compliance Reports, deliberate submission of falsified data, or failure to reach specific hiring or hours worked requirements may result in:

1. Erie County immediate termination of the underlying contract.
2. The CONTRACTOR being deemed a non-responsible bidder for a period of twelve months.

C. REPORTING DOCUMENTATION – (*If not using LCP Tracker*)

To be completed by the Contractor and to include subcontractor workforce and submitted on the 10th of each month or as required until completion of the project. Forward to: ***Erie County Division of Equal Employment Opportunity at 95 Franklin Street, Room 625, Buffalo, NY 14202 "Attention Director."***

Reporting Period: _____, 20

Name of Firm: _____

Address: _____

Contact Person: _____E-mail: _____

Title: _____ Telephone Number: _____

Employer Federal Identification Number: _____

Contract/Loan Number: _____

Project Location: _____

Project Start Date: _____ Project End Date_____

Contracting/Lending Agency: _____

I. Vacancies, Referrals and Hires

Please provide monthly and cumulative statistics for the number of jobs created, residents hired/zip code, and hires meeting disadvantage status (see paragraph A.2 above).

This Month Cumulative

Number of Vacancies Currently Available	This Month	Cumulative
Number of Vacancies Listed		
Total Number of Hires		
Number of Residents Hired/Zip Code		
Number of EC Referrals Hired		
Number of Current Employees Meeting Disadvantage Status		

II. Workforce Reporting

List the name, social security number, Zip Code, job title, hire date, and disadvantage status (see paragraph A.2 above), and hours worked for all new hires for this project and reporting period verified from Certified Payroll Records.

Name	SSN	Zip Code	Job Title	Hire Date	Disadvantage Status (from paragraph A.2 above)	Hours Worked

III. Current Workforce This Month

List the name, social security number, Zip Code, job title, hire date, and disadvantage status (see paragraph A.2 above), and hours worked for all existing employees for this project and reporting period verified from Certified Payroll Records.

Name	SSN	Zip Code	Job Title	Hire Date	Disadvantage Status (from paragraph A.2 above)	Hours Worked

IV. Laid-Off Employees This Month

List the name, social security number, Zip Code, job title, hire date, and disadvantage status (see paragraph A.2 above), and hours worked for all laid-off employees recalled to work for this project and reporting period verified from Certified Payroll Records.

Name	SSN	Zip Code	Job Title	Hire Date	Disadvantage Status (from paragraph A.2 above)	Hours Worked

V. Terminations This Month

List the name, social security number, Zip Code, job title, hire date, and disadvantage status (see paragraph A.2 above), and hours worked of all employees employed on the project that were transferred, terminated and/or resigned during this reporting period.

Name	SSN	Zip Code	Job Title	Hire Date	Disadvantage Status (from paragraph A.2 above)	Hours Worked

VI. Summary of Hours Worked

List the total hours worked for this reporting period and cumulative for the project by all employees residing in New York State and then broken down by category listed in the table below. List percentage of hours in each sub-category B through E based on total hours in A.

	Total Hours Worked By:	This Reporting Period	Cumulative	Percentage based on A.	
A.	All Employees Residing in NYS			This Reporting Period	Cumulative
B.	Employees Residing Local Labor Area			%	%
C.	Employees Residing in Erie County			%	%
D.	Employees Residing in poverty Zip Codes			%	%
E.	Employees who are Disadvantaged Workers			%	%

VII. Indicate whether your firm is a subcontractor on this project: YES NO

If yes, name of prime contractor: _____

VIII. Comments:

Describe any problems you have experienced in meeting your job creation projections in implementing the First Source Employment Agreement.

_____

_____

_____

Signature_____ Date_____

Verification

STATE OF NEW YORK)

COUNTY OF ERIE) SS:

A)

_____, being duly sworn, states he or she is the owner of (or partner in) _____, and is making the foregoing Attestation and Statement of Certification and that such representations made are true to his or her own knowledge.

B)

_____, being duly sworn, states that he or she is the (Name of Corporate Officer) _____, of (Name of Corporation or Enterprise)_____, that he or she has read and reviewed the compliance Statement of the Workforce and that such representations made are true to his or her knowledge, and are made at the direction of the Board of Directors of the Corporation.

Sworn to before me this _____ _____

Day of _____. 20_____ Notary Public

First Source Policy Targeted Zip Codes – Erie County Zip Codes with 20% Poverty Rate or Higher:

Zip Code	Area
14201	Buffalo – Peace Bridge to Chippewa
14203	Buffalo – Downtown and the Outer Harbor
14204	Buffalo – Fruit Belt to the Old First Ward
14206	Cheektowaga
14207	Buffalo
14208	Buffalo
14209	Buffalo
14210	Buffalo
14211	Buffalo, Cheektowaga and Sloan – Kensington and Bailey
14212	Buffalo and Cheektowaga – Central Terminal and Broadway
14213	Buffalo – Peace Bridge to Buffalo State
14214	Buffalo – Delaware Park to UB (East Side)
14215	Buffalo and Cheektowaga – Intersection of Bailey Ave. and Route 33
14218	City of Lackawanna
14061	Farnham
14169	Wales Center

SUPPLEMENTARY GENERAL CONDITIONS

The following supplements modify the "GENERAL CONDITIONS OF THE CONTRACT". Where a portion of the General Conditions is modified or deleted by these Supplementary General Conditions, the unaltered portions of the General Conditions shall remain in effect.

Item -1: SECTION 3 – RELATIONS AMONG OWNERS, CONTRACTOR AND ARCHITECT/ ENGINEER

3.14 Delete and replace with the following: "3.14 OWNER'S RIGHT TO TERMINATE CONTRACT AND COMPLETE THE WORK

A. The County, upon ten (10) days notice to the Contractor, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the Contractor shall be compensated and the County shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination at the values established under the approved Schedule of Values. Upon receipt of notice that the County is terminating this Agreement in its best interests, the Contractor shall stop work immediately and incur no further costs in furtherance of this Agreement without the express approval of the Commissioner of Public Works, and the Contractor shall direct any approved sub contractor to do the same.

In the event of a dispute as to the value of the Work rendered by the Contractor prior to the date of termination, it is understood and agreed that the Commissioner shall determine the value of such work rendered by the contractor. The Contractor shall accept such reasonable and good faith determination as final.

B. In the event the County determines that there has been a material breach by the Contractor of any of the terms of the Agreement and such breach remains uncured for forty-eight (48) hours after service on the Contractor of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement and the County shall have the right, power and authority to complete the Work provided for in this Agreement, or contract for its completion, and any additional expense or cost of such completion shall be charged to and paid by the Contractor. Without limiting the foregoing, upon written notice to the Contractor, repeated breaches by the Contractor of duties or obligations under this Agreement shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure."

Item -2: SECTION 8 – WAGES AND LABOR CONDITIONS

8.06. A. 11. Delete and replace with the following: "11. All bidders shall submit a properly executed Minority/Women Business Enterprise Utilization Report Part A with their bid proposal at the time of bid."

Item -3: SECTION 8 – WAGES AND LABOR CONDITIONS

8.05. C. 1. Delete and replace with the following: "1. The U.S. Department of Labor – Office of Federal Contract Compliance has established a 6.9% goal for women in the area of construction."

SECTION 01 1000
SUMMARY OF THE WORK

PART 1 GENERAL

1.01 PROJECT

A. Project Name: BNCC 2018 Phase 2 Toilet Room Renovations.

B. Owner's Name: Erie County Department of Public Works (ECDPW).

C. Architect's Name: BHNT Architects, PC.

D. The Project consists of the Renovation of the Exhibit Hall and Ballroom Toilet Rooms.

1.02 CONTRACT DESCRIPTION

A. Single Prime contract with alternate bids. Refer to Drawings and Specifications for breakdowns.

1.03 DESCRIPTION OF ALTERATIONS WORK

A. Scope of demolition and removal work is indicated on drawings and specified in Section 02 4100.

B. Scope of alterations work is indicated on drawings.

1.04 OWNER OCCUPANCY

A. Owner intends to continue to occupy adjacent portions of the existing building during the entire construction period.

B. Owner intends to occupy the Project upon Substantial Completion.

C. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.

D. Schedule the Work to accommodate Owner occupancy.

1.05 CONTRACTOR USE OF SITE AND PREMISES

A. Construction Operations: Limited to areas shown on drawings.

B. Provide access to and from site as required by law and by Owner:
   1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
   2. Do not obstruct roadways, sidewalks, or other public ways without permit.

C. Utility Outages and Shutdown:
   1. Limit disruption of utility services to hours the building is unoccupied.
   2. Prevent accidental disruption of utility services to other facilities.

1.06 WORK SEQUENCE

A. Construct Work in Phases during the construction period:
   1. Phase 1: Ballroom Level Toilet Rooms 130 and 131: Renovations to the toilet rooms to start December 3rd, 2018 and be completed by January 31st, 2019.

2. Phase 2: Ballroom Level Toilet Rooms 156 and 157 and Exhibit Hall Toilet Rooms 208 and 209: Renovations to the toilet rooms to start June 17th, 2019 and be completed by July 22nd, 2019.

B. Coordinate construction schedule and operations with Owner.

C. All bids prices to be held until work commences.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

APPLICATION FOR PAYMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The Contractor for this work shall be held to have read: all of the Bidding Requirements, all of the County of Erie General Conditions, the Supplementary General Conditions, Information for Bidders, Division 1 and Contract Proposal Forms before submitting a tender for the proposed work, and in the execution of the work, he will be bound by all of the conditions and requirements therein.

B. Drawings and general provisions of the Contract, Division 01 Specification Sections, apply to this Section. All work shall comply with New York State Building Codes 2010 Edition.

1.2 GENERAL REQUIREMENTS

A. The Contractor shall submit an Application for Payment in accordance with the requirements stated in the General Conditions of the Contract Specifications and as indicated below.

B. During Construction, Monthly Applications for Payment will be approved only at the scheduled bi-weekly Project Construction Meetings.

C. All copies must have original signatures.

1.3 REVIEW PROCEDURE

A. The Contractor, Architect/Engineer, Construction Inspector, and Construction Manager (when applicable) must review all Preliminary Requests for Payment (Pencil Copies) prior to submission of the Monthly Application for Payment.

B. After the Pencil Copies are approved, the Contractor shall forward their Monthly Application for Payment with all the required documents to the Architect/Engineer.

C. The Architect/Engineer must review the Applications for Payment to ensure that they are mathematically accurate and that all the required documents are included.

D. If any of the required documentation is missing or inaccurate, the Application for Payment shall be rejected and returned to the Contractor. Such action will be recorded in the minutes of the Project Meeting. Rejected Applications for Payment must be corrected and re-submitted to the Architect/Engineer and will not be reviewed until the next Project Meeting.

E. If the required documentation is complete and accurate the Monthly Application for Payment will be approved and signed, by all parties, at the Project Meeting.

F. The Department of Public Works, Office of the Commissioner will receive and log-in the approved Monthly Application for Payment when received.

1.4 REQUIRED DOCUMENTS

The Contractor's Monthly Application for Payment **must include**:

A. Stapled sets:

- **Three (3) sets comprised of the following:**

1. Invoice: Printed on the Contractor's own Letterhead.
2. Certificate for Payment: Signature sheet for payment certification and approval.
3. Request for Payment Worksheets: Labor and material costs itemized by Division of Work.
4. Interim Waiver of Lien and Claim: Affixed with notary stamp
5. Contractor's/Sub-Contractor's Payment Certification: one (1) form from each Prime Contractor and one (1) form from each Sub-Contractor, each affixed with notary stamps.

ALL SIGNATURES ON ALL FORMS NOTED ABOVE MUST BE ORIGINAL SIGNATURES

- **One (1) set of originals comprised of the following:**

1. Payroll Records, one (1) form from each Prime Contractor and one (1) form from each Sub-Contractor.
2. Cumulative Monthly Employment Utilization Report, one (1) form from the Prime Contractor that includes reporting data from all Sub-Contractors.
3. Minority MBE/WBE Utilization Forms, one (1) copy of: part B - at 30% completion; Part C - at 75% completion and Part D - at 100% completion from the Prime Contractor only.
4. Certification for Stored Materials, one (1) copy, when applicable.

1.5 DISTRIBUTION

A. On a monthly basis, the Prime Contractor must mail separately, one (1) copy of the Cumulative Monthly Employment Utilization Report and separately, one (1) copy of the Minority MBE/WBE Utilization Forms to the Erie County Division of Equal Employment Opportunity, 95 Franklin St., Buffalo, New York, 14202.

1.6 STANDARD FORMS

A. THE ERIE COUNTY DEPARTMENT OF PUBLIC WORKS' STANDARD FORMS MUST BE USED IN ALL APPLICATIONS FOR PAYMENT. AIA (AMERICAN INSTITUTE OF ARCHITECTS) FORMS OR ANY OTHER FORMS WILL NOT BE ACCEPTED IN LIEU OF THE ABOVE. THE STANDARD FORMS ARE ANNEXED HERETO FOR CONTRACTOR'S REFERENCE AND USE.

CONTRACTOR PAYMENT CHECKLIST

PROJECT NAME: _____ PAYMENT NO.: _____

DPW PROJECT NO.: ____ CONTRACTOR NAME: _____ DATE: _____

*Prime/Sub-Contractor Name	Cert. For Payment CFP-1	Contractor Payment Certification CPC-1	Minority Utilization C257	Interim Waiver of Lien and Claim IW-1	MBE/WBE Utilization Part B-30%	MBE/WBE Utilization Part C-75%	MBE/WBE Utilization Part D-100%	Certified Payroll Records	*Subs Included in this Pay App.	Comments

*Prime Contractor shall list all sub-contractors included in their scope of work and shall make a check mark (Subs included column) for those sub-contractors covered under this payment application. Refer to Section 01150 - Application for Payment for additional payment information, requirements and procedures for Reduction in Retention and Final Payment.

SAMPLE INVOICE

(ON YOUR OWN LETTERHEAD)

X.Y.Z. CO., INC.
499 Elm Avenue
P.O. BOX 9-C
Buffalo, NY 14000
Telephone: (716) 666-8888

Date: January 1, 2016

Payment No.:__

To: COUNTY OF ERIE
DEPARTMENT OF PUBLIC WORKS – OFFICE OF THE COMMISSIONER
14TH FLOOR
95 FRANKLIN STREET, ROOM 1408
BUFFALO, NY 14202

Re: PROJECT _____
DPW PROJECT _____
BILLING PERIOD: _____

ORIGINAL CONTRACT AMOUNT:		$	0.00
CHANGE ORDER:	NO.: ____	$	0.00
	NO.: ____	$	0.00
	NO.: ____	$	0.00
CONTRACT SUM TO DATE:		$	0.00

Total Complete to Date:	$	0.00
Less 5% Retainage	$	0.00
Total Earned less Retainage	$	0.00
Less Previous Payments	$	0.00
Current Amount Due:	$	0.00

VENDOR NO: _____
CE/PO NUMBER: _____
CONTRACT DOC NO: _____
SAP WBS NO: _____

CERTIFICATE FOR PAYMENT

PROJECT NAME:

CONTRACTOR NAME:

DPW PROJECT NO.: **PAYMENT NO.:**

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

AMOUNT CERTIFIED .....$_____

Contractor Company Name	Contractor Representative's Name	Signature	Date
Architect/Engineer Firm Name	Architect/Engineer Representative's Name	Signature	Date
Construction Inspector (Owner)	Construction Inspector (Owner) Name	Signature	Date
Project Manager (Owner)	Project Manager (Owner) Name	Signature	Date

Erie County DPW

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

REQUEST FOR PAYMENT - WORKSHEETS

PROJECT NAME: _____ **SHEET#:** _____ **OF** _____

CONTRACTOR NAME: _____ **DPW PROJECT NO.:** _____ **PAYMENT NO.:** _____

ARCHITECT/ENGINEER NAME: _____ **CONTRACT FOR:** _____ **DATE:** _____

ITEM NO.	ITEM	ITEM PRICE		PERCENT COMPLETE		AMOUNT COMPLETE TO DATE		AMOUNT PREVIOUSLY BILLED		AMOUNT THIS BILLING		AMOUNT UNBILLED	
		L	M	L	M	L	M	L	M	L	M	L	M
PREVIOUS SUBTOTAL(If Applicable)													
SHEET SUBTOTAL													

REQUEST FOR PAYMENT - WORKSHEETS

PROJECT NAME: _____ **SHEET#:** _____ **OF** _____

CONTRACTOR NAME: _____ **DPW PROJECT NO.:** _____ **PAYMENT NO.:** _____

ARCHITECT/ENGINEER NAME: _____ **CONTRACT FOR:** _____ **DATE:** _____

ITEM NO.	ITEM	ITEM PRICE		PERCENT COMPLETE		AMOUNT COMPLETE TO DATE		AMOUNT PREVIOUSLY BILLED		AMOUNT THIS BILLING		AMOUNT UNBILLED	
		L	M	L	M	L	M	L	M	L	M	L	M
PREVIOUS SUBTOTAL(If Applicable)													
	Record Drawings.												
	Oper. & Maint. Man.												
CONTRACT TOTAL													

NO.	APPLIED CHANGE ORDERS												

ADJUSTED TOTAL													

INTERIM WAIVER OF LIEN AND CLAIM

To: County of Erie

(Owner)

From:

(Name of Contractor Company)

(Address of Contractor Company)

Project:

The undersigned Contractor Company (hereinafter "Contractor"), for and in consideration of the sum of $_____ being payment for any and all work performed, services rendered and / or materials furnished with respect to the aforementioned Project, under all contracts, orders and instructions, including extras, written, and for other goods and valuable consideration paid by Owner, the receipt and sufficiency of which is hereby acknowledged, hereby covenants and warrants:

1. Contractor does hereby waive, release and relinquish any and all claims, demands and rights of lien to the extent of the amount shown hereon and previously paid for all work, labor, materials, machinery or other goods, equipment or services done, performed or furnished for the construction located at the project described above.
2. Contractor warrants that it has not been delayed in the performance of its works to date and that it has incurred no extra costs in connection herewith. The undersigned specifically waives, relinquishes and releases any and all claims incurred or alleged in connection with its work to date except only those claims, if any, previously denominated as claims and warrants and represents that any and all valid labor and / or materials and equipment bills, now due and payable, on the project herein above described on behalf of the undersigned have been paid in full to date of this waiver, or will be paid from these funds.
3. Contractor hereby agrees to indemnify and defend the Owner and to hold them free and harmless from any and all loses, claims, damages and expenses, including attorney's fees, arising directly or indirectly from any inaccuracy recited in the facts herein, from any failure to the Contractor to pay in full all sums due its laborers, subcontractors, material men and suppliers on the project, or from any liens against the project moneys filed by any such laborer, subcontractor, material men or suppliers.

Total Contract to Date: $

Due on Total Contract (after above payment): $

Contractor

Print Name:

Signature:

Title:

Notary Public

Sworn to before me on this _____ Day of

_____

Signature:

(Affix Notary Stamp)

DEPARTMENT OF PUBLIC WORKS
COUNTY OF ERIE

CONTRACTOR'S/SUB-CONTRACTOR'S PAYMENT CERTIFICATION

TO THE COMPTROLLER OF THE COUNTY OF ERIE, NEW YORK

Pursuant to the _____ work
(type of construction work)

for the _____ shown
(project name)

on the attached payment request, I certify as follows:

(1) That the following constitute all sub-contractors employed by me on this work during the period covered by this request (Any sub-contractor named below must also submit this form separately. If none, so state):

Name	Address

(2) That the following constitute all claims for material and/or supplies used by me on this work, which are due and payable and have not been paid (If none, so state):

Name	Address

(3) That the following constitute all laborers employed by me on this work who are unpaid and the amount due each (If none, so state):

Name	Address	Amount

(4) That all employees engaged by me on this work have been paid the prevailing rate of wages on prevailing rate schedule case (PRC) no. _____.

Dated: _____

Contractor Name: _____

Print Name: _____

Signature: _____

Title: _____

State of New York}
County of Erie }

_____ being duly sworn, deposed and says, that
he is the _____ of the above Company; that he has read the
above statement; that he knows the contents thereof, and that the same is true of his own knowledge.

_____
SIGNATURE OF NOTARY PUBLIC

(Affix Notary Stamp)

Cumulative Monthly Employment Utilization Report

DPW Project No.:

Erie County Department of Public Works

Project Name:

This report is required by the Erie County Division of Equal Employment Opportunity pursuant to Executive Order 11246, Sec. 203. Failure to report can result in contracts being cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Erie County contracts.

1. Erie County

INSTRUCTIONS ON NEXT PAGE

2. Current Goals		3. Reporting Period		4. Name and Location of Company Reporting	List Worksite Addresses / Location
Minority		From:			
Female		To:			

5. CONSTRUCTION TRADE (Including Laborers)	CLASSIFICATION	6. TOTAL CONSTRUCTION WORK HOURS										7. Minority Percentage of Total Hours (%)		8. Female Percentage of Total Hours (%)		9. Total Number of Employees		10. Total Number of Minority Employees	
		6a. Total All Hours by Trade (Hours)		6b. Black (Not of Hispanic Origin) (Hours)		6c. Hispanic (Hours)		6d. Asian or Pacific Islander (Hours)		6e. American Indian or Alaskan Native (Hours)									
		M	F	M	F	M	F	M	F	M	F	Current	Previous	Current	Previous	M	F	M	F
Office Staff	Professional																		
	Technician																		
	Clerical																		
	Subtotal																		
	Journey Worker																		
	Apprentice*																		
	Other																		
	Subtotal																		
	Journey Worker																		
	Apprentice*																		
	Other																		
	Subtotal																		
	Journey Worker																		
	Apprentice*																		
	Other																		
	Subtotal																		
Subtotal of Page or Total of All Pages	Journey Worker																		
	Apprentice*																		
	Other/Office Staff																		
	Total																		

This report represents all of the hours worked by this company's construction employees and any of its sub-contractors at the construction worksite indicated above for this reporting period.

11a. Apprentice Percentage of Total Hours (%) **(Current)***:

11b. Apprentice Percentage of Total Hours (%) **(Previous)***:

Company Official's Signature and Title | Telephone Number (include Area Code) | Date Signed | Page

			____ of ____

INSTRUCTIONS FOR FILING CUMULATIVE MONTHLY EMPLOYMENT UTILIZATION REPORT

THE CUMULATIVE MONTHLY UTILIZATION REPORT IS TO BE COMPLETED BY EACH CONTRACTOR (BOTH PRIME AND SUB) AND SIGNED BY A RESPONSIBLE OFFICIAL OF THE COMPANY. EACH SUBCONTRACTOR SEPARATELY SUBMITS A REPORT FOR ITS TOTAL CONSTRUCTION WORK FORCE TO THE PRIME CONTRACTOR. ONLY THE PRIME CONTRACTOR SHALL SUBMIT THE CUMULATIVE MONTHLY UTILIZATION REPORT DIRECTLY TO THE COUNTY REFLECTING ALL WORKFORCE HOURS WORKED, INCLUDING ALL SUBCONTRACTORS, FOR EACH EMPLOYEE CLASSIFICATION IN EACH TRADE. THE REPORT SHALL BE UPDATED MONTHLY AND SHALL SHOW CUMULATIVE WORKFORCE HOURS TO DATE. THE PRIME CONTRACTOR SHALL SUBMIT ONE COPY WITH THEIR MONTHLY PAYMENT APPLICATION, AND ONE COPY DIRECTLY TO THE ERIE COUNTY, DIVISION OF EEO OFFICE, ATTN: DIRECTOR, ERIE COUNTY DIVISION OF EQUAL EMPLOYMENT OPPORTUNITY, 95 FRANKLIN STREET, BUFFALO, NY 14202. REPORTS ARE TO BE FILED BY THE 10TH DAY OF EACH MONTH DURING THE TERM OF THE CONTRACT. QUESTIONS REGARDING THIS FORM SHALL BE SUBMITTED TO THE DEPARTMENT OF PUBLIC WORKS OR EEO OFFICE.

Company Reporting	Any company which has a construction contract with the County of Erie. Includes subcontractors on such contracts.
Minority	Includes Black, Hispanic, American Indian, Alaskan Native, and Asian and Pacific Islander - both Male and Female.
1. Erie County	
2. Current Goals (Minority & Female)	The percentages of total workforce are 13.2% for Minority & 6.9% for Female.
3. Reporting Period	Cumulative period, beginning with the effective date of the contract.
4. Name and Location of Company reporting	This is the Prime Contractor whose work hours are being reported on this form, including work hours from any of its sub-contractors.
5. Construction Trade	Construction crafts in which the Prime Contractor employs, including any of its sub-contractors.
6a. – 6e. Work-Hours of Employment M = Male F = Female	6a. The total number of Male HOURS and the total number of Female HOURS worked by employees in each classification. 6b.-e. The total number of Male HOURS and the total number of Female HOURS worked by each specified group of Minority employees in each classification.
Classification	The level of accomplishment or status of the worker in the construction trade (Journey Worker, Apprentice, or Other, including Office Staff). Subtotal all hours for each construction trade. *For Apprentice, the minority and female combined goal is to be 30% of the 10% apprenticeship program participation, or 3% of the total workforce.
7. Minority Percentage of Total Hours	For each trade, the percentage of total Minority work-hours of all work-hours (the sum of columns 6b, 6c, 6d and 6e divided by column 6a). Current and Previous are the percentages reported on this current report and the previously submitted report, respectively.
8. Female Percentage of Total Hours	For each trade, the number reported in 6a. F divided by the sum of the numbers reported in 6a. M and F. Current and Previous are the percentages reported on this current report and the previously submitted report, respectively.
9. Total Number of Employees	The total NUMBER of Male and total NUMBER of Female employees working in each classification of each trade.
10. Total Number of Minority Employees	The total NUMBER of Male Minority employees and total NUMBER of Female Minority employees working in each classification of each trade.
11. Apprentice Percentage of Total Hours	The sum of the numbers reported for Apprentice in 6a. divided by the sum of the numbers reported for Total in 6a. Current and Previous are the percentages reported on this current report and the previously submitted report, respectively.

SECTION 01 2300
ALTERNATES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Description of Alternates.

1.02 RELATED REQUIREMENTS

A. Document GC G1-G10 – General Construction Work Proposal

1.03 ACCEPTANCE OF ALTERNATES

A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted Alternates will be identified in the Owner-Contractor Agreement.

B. Coordinate related work and modify surrounding work to integrate the Work of each Alternate.

1.04 SCHEDULE OF ALTERNATES – GENERAL CONSTRUCTION

A. Alternate Bid No.1: Renovations to Ball Room Level Toilet Rooms 156 and 157.

1. Renovate the finishes in toilet rooms 156 and 157 on the Ball Room Level according to the contract documents.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 3000
ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Preconstruction meeting.

B. Site mobilization meeting.

C. Progress meetings.

D. Construction progress schedule.

E. Submittals for review, information, and project closeout.

F. Number of copies of submittals.

G. Submittal procedures.

1.02 RELATED REQUIREMENTS

A. Section 01 7000 - Execution and Closeout Requirements: Additional coordination requirements.

B. Section 01 7700 - Closeout Procedures: Final completion procedures.

1.03 PROJECT COORDINATION

A. Project Coordinator: Contractor.

B. Cooperate with the Project Coordinator in allocation of mobilization areas of site; for field offices and sheds, for access, traffic, and parking facilities.

C. During construction, coordinate use of site and facilities through the Project Coordinator.

D. Comply with Project Coordinator's procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.

E. Comply with instructions of the Project Coordinator for use of temporary utilities and construction facilities.

F. Coordinate field engineering and layout work under instructions of the Project Coordinator.

G. Make the following types of submittals to Architect through the Project Coordinator:
   1. Requests for interpretation.
   2. Requests for substitution.
   3. Shop drawings, product data, and samples.
   4. Test and inspection reports.
   5. Design data.
   6. Manufacturer's instructions and field reports.
   7. Applications for payment and change order requests.
   8. Progress schedules.
   9. Coordination drawings.
   10. Correction Punch List and Final Correction Punch List for Substantial Completion.
   11. Closeout submittals.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRECONSTRUCTION MEETING

A. Architect will schedule a meeting after Notice of Award.

B. Attendance Required:
   1. Owner.
   2. Architect.
   3. Contractor.

C. Agenda:
   1. Execution of Owner-Contractor Agreement.
   2. Submission of executed bonds and insurance certificates.
   3. Distribution of Contract Documents.
   4. Submission of list of Subcontractors, list of Products, schedule of values, and progress schedule.
   5. Designation of personnel representing the parties to Contract, and Architect.
   6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
   7. Scheduling.

D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.02 SITE MOBILIZATION MEETING

A. Attendance Required:
   1. Contractor.
   2. Owner.
   3. Architect.
   4. Contractor's Superintendent.
   5. Major Subcontractors.

B. Agenda:
   1. Use of premises by Owner and Contractor.
   2. Owner's requirements and occupancy prior to completion.
   3. Construction facilities and controls provided by Owner.
   4. Temporary utilities provided by Owner.
   5. Survey and building layout.
   6. Security and housekeeping procedures.
   7. Schedules.
   8. Application for payment procedures.
   9. Procedures for testing.
   10. Procedures for maintaining record documents.
   11. Requirements for start-up of equipment.
   12. Inspection and acceptance of equipment put into service during construction period.

C. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.03 PROGRESS MEETINGS

A. Schedule and administer meetings throughout progress of the Work at maximum monthly intervals.

B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.

C. Attendance Required:
   1. Contractor.
   2. Owner.
   3. Architect.
   4. Contractor's Superintendent.
   5. Major Subcontractors.

D. Agenda:
   1. Review minutes of previous meetings.
   2. Review of Work progress.
   3. Field observations, problems, and decisions.
   4. Identification of problems that impede, or will impede, planned progress.
   5. Review of submittals schedule and status of submittals.
   6. Maintenance of progress schedule.
   7. Corrective measures to regain projected schedules.
   8. Planned progress during succeeding work period.
   9. Maintenance of quality and work standards.
   10. Effect of proposed changes on progress schedule and coordination.
   11. Other business relating to Work.

E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.04 CONSTRUCTION PROGRESS SCHEDULE

A. Within 10 days after date of the Agreement, submit preliminary schedule defining planned operations for the first 60 days of Work, with a general outline for remainder of Work.

B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.

C. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
   1. Include written certification that major contractors have reviewed and accepted proposed schedule.

D. Within 10 days after joint review, submit complete schedule.

E. Submit updated schedule with each Application for Payment.

3.05 SUBMITTALS FOR REVIEW

A. When the following are specified in individual sections, submit them for review:
   1. Product data.
   2. Shop drawings.
   3. Samples for selection.
   4. Samples for verification.

B. Submit to Architect for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.

C. Samples will be reviewed only for aesthetic, color, or finish selection.

D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 7800 - Closeout Submittals.

3.06 SUBMITTALS FOR INFORMATION

A. When the following are specified in individual sections, submit them for information:
   1. Design data.
   2. Certificates.
   3. Test reports.

4. Inspection reports.
5. Manufacturer's instructions.
6. Manufacturer's field reports.
7. Other types indicated.

B. Submit for Architect's knowledge as contract administrator or for Owner. No action will be taken.

3.07 SUBMITTALS FOR PROJECT CLOSEOUT

A. Submit Correction Punch List for Substantial Completion.

B. Submit Final Correction Punch List for Substantial Completion.

C. When the following are specified in individual sections, submit them at project closeout:
1. Project record documents.
2. Operation and maintenance data.
3. Warranties.
4. Bonds.
5. Other types as indicated.

D. Submit for Owner's benefit during and after project completion.

3.08 NUMBER OF COPIES OF SUBMITTALS

A. Documents for Review:
1. Small Size Sheets, Not Larger Than 8-1/2 x 11 inches: Submit the number of copies that Contractor requires, plus two copies that will be retained by Architect.
2. Larger Sheets, Not Larger Than 30 x 42 inches: Submit two reproducible transparency . Cost associated with generating required hard copies will be borne by the Contractor.

B. Documents for Information: Submit two copies.

C. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
1. After review, produce duplicates.
2. Retained samples will not be returned to Contractor unless specifically so stated.

3.09 SUBMITTAL PROCEDURES

A. Shop Drawing Procedures:
1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting the Contract Documents and coordinating related Work.
2. Do not reproduce the Contract Documents to create shop drawings.
3. Generic, non-project specific information submitted as shop drawings do not meet the requirements for shop drawings.

B. Transmit each submittal with a copy of approved submittal form.

C. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.

D. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.

E. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.

F. Schedule submittals to expedite the Project, and coordinate submission of related items.

G. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.

H. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.

I. When revised for resubmission, identify all changes made since previous submission.

J. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.

END OF SECTION

SECTION 01 5000
TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Temporary utilities.

B. Temporary sanitary facilities.

C. Temporary Controls: Barriers and enclosures.

D. Security requirements.

E. Vehicular access and parking.

F. Waste removal facilities and services.

1.02 REFERENCE STANDARDS

1.03 TEMPORARY UTILITIES

A. Owner will provide the following:
   1. Electrical power , consisting of connection to existing facilities.
   2. Water supply, consisting of connection to existing facilities.

B. Existing facilities may be used.

C. Use trigger-operated nozzles for water hoses, to avoid waste of water.

1.04 TEMPORARY SANITARY FACILITIES

A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.

B. Use of existing facilities is permitted.

C. Maintain daily in clean and sanitary condition.

D. At end of construction, return facilities to same or better condition as originally found.

1.05 BARRIERS

A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.

B. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing building.

C. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.06 INTERIOR ENCLOSURES

A. Provide temporary partitions and ceilings as indicated to separate work areas from Owner-occupied areas, to prevent penetration of dust and moisture into Owner-occupied areas, and to prevent damage to existing materials and equipment.

B. Construction: Framing and reinforced polyethylene sheet materials with closed joints and sealed edges at intersections with existing surfaces:

1.07 SECURITY

A. Provide security and facilities to protect Work, existing facilities, and Owner and Occupant's operations from unauthorized entry, vandalism, or theft.

B. Coordinate with Owner and Occupant's security program.

1.08 VEHICULAR ACCESS AND PARKING

A. Use of Loading Dock for loading and unloading will be permitted.

B. Coordinate access and haul routes with governing authorities and Owner.

C. Provide and maintain access to fire hydrants, free of obstructions.

D. Provide means of removing mud from vehicle wheels before entering streets.

E. Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.

1.09 WASTE REMOVAL

A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition. Setting of dumpster at loading dock will be permitted in coordination with the Owner and Occupant.

B. Provide containers with lids. Remove trash from site periodically.

C. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.

D. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.10 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

A. Remove temporary utilities, equipment, facilities, materials, prior to Date of Substantial Completion inspection.

B. Clean and repair damage caused by installation or use of temporary work.

C. Restore existing facilities used during construction to original condition.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 6000
PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. General product requirements.

B. Transportation, handling, storage and protection.

C. Product option requirements.

D. Substitution limitations.

E. Maintenance materials, including extra materials.

1.02 SUBMITTALS

A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.

B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
   1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

PART 2 PRODUCTS

2.01 NEW PRODUCTS

A. Provide new products unless specifically required or permitted by the Contract Documents.

B. DO NOT USE products having any of the following characteristics:
   1. Made using or containing CFC's or HCFC's.
   2. Containing lead, cadmium, asbestos.

2.02 PRODUCT OPTIONS

A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.

B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.

C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

2.03 MAINTENANCE MATERIALS

A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.

B. Deliver to Project site; obtain receipt prior to final payment.

PART 3 EXECUTION

3.01 SUBSTITUTION LIMITATIONS

A. Substitutions will not be considered when a product becomes unavailable through no fault of the Contractor.

B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.

C. A request for substitution constitutes a representation that the submitter:
   1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
   2. Agrees to provide the same warranty for the substitution as for the specified product.
   3. Agrees to coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
   4. Waives claims for additional costs or time extension that may subsequently become apparent.

D. Substitutions will only be considered during the bidding phase. An addendum will be issued prior to bidding to confirm approval of any substitution. Substitutions submitted after bidding will not be considered.

3.02 TRANSPORTATION AND HANDLING

A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.

B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.

C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.

D. Transport and handle products in accordance with manufacturer's instructions.

E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.

F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.

G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.

H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.03 STORAGE AND PROTECTION

A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.

B. Store and protect products in accordance with manufacturers' instructions.

C. Store with seals and labels intact and legible.

D. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.

E. For exterior storage of fabricated products, place on sloped supports above ground.

F. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.

G. Comply with manufacturer's warranty conditions, if any.

H. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.

I. Prevent contact with material that may cause corrosion, discoloration, or staining.

J. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.

K. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION

SECTION 01 7000
EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Examination, preparation, and general installation procedures.

B. Requirements for alterations work, including selective demolition, except removal, disposal, and/or remediation of hazardous materials and toxic substances.

C. Cutting and patching.

D. Cleaning and protection.

1.02 RELATED REQUIREMENTS

A. Drawings and General Conditions of the Contract, including General and Supplementary Conditions and Division 1 Specifications, apply to this Section.

B. Section 01 1000 - Summary: Limitations on working in existing building; continued occupancy; work sequence; identification of salvaged and relocated materials.

C. Section 01 5000 - Temporary Facilities and Controls: Temporary exterior enclosures.

D. Section 01 5000 - Temporary Facilities and Controls: Temporary interior partitions.

E. Section 01 7419 - Construction Waste Management and Disposal: Additional procedures for trash/waste removal, recycling, salvage, and reuse.

1.03 REFERENCE STANDARDS

A. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2013.

1.04 SUBMITTALS

A. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
   1. Structural integrity of any element of Project.
   2. Integrity of weather exposed or moisture resistant element.
   3. Efficiency, maintenance, or safety of any operational element.
   4. Visual qualities of sight exposed elements.
   5. Work of Owner or separate Contractor.

1.05 QUALIFICATIONS

A. For demolition work, employ a firm specializing in the type of work required.

1.06 PROJECT CONDITIONS

A. Use of explosives is not permitted.

B. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.

C. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.
   1. Provide dust-proof enclosures to prevent entry of dust generated outdoors.
   2. Provide dust-proof barriers between construction areas and areas continuing to be occupied by Owner.

D. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.

E. Rodent Control: Provide methods, means, and facilities to prevent rodents from accessing or invading premises.

F. Pollution Control: Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations. Comply with federal, state, and local regulations.

1.07 COORDINATION

A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.

B. Notify affected utility companies and comply with their requirements.

C. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.

D. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on drawings. Follow routing indicated for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

E. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.

F. Coordinate completion and clean-up of work of separate sections.

G. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

PART 2 PRODUCTS

2.01 PATCHING MATERIALS

A. New Materials: As specified in product sections; match existing products and work for patching and extending work.

B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.

B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.

C. Examine and verify specific conditions described in individual specification sections.

D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or mis fabrication.

E. Verify that utility services are available, of the correct characteristics, and in the correct locations.

F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.02 PREPARATION

A. Clean substrate surfaces prior to applying next material or substance.

B. Seal cracks or openings of substrate prior to applying next material or substance.

C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.03 GENERAL INSTALLATION REQUIREMENTS

A. In addition to compliance with regulatory requirements, conduct construction operations in compliance with NFPA 241, including applicable recommendations in Appendix A.

B. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.

C. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.

D. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.

E. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.

F. Make neat transitions between different surfaces, maintaining texture and appearance.

3.04 ALTERATIONS

A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
   1. Verify that construction and utility arrangements are as indicated.
   2. Report discrepancies to Architect before disturbing existing installation.
   3. Beginning of alterations work constitutes acceptance of existing conditions.

B. Keep areas in which alterations are being conducted separated from other areas that are still occupied.
   1. Provide, erect, and maintain temporary dustproof partitions of construction specified in Section 01 5000 in locations indicated on drawings.

C. Remove existing work as indicated and as required to accomplish new work.
   1. Remove items indicated on drawings.
   2. Relocate items indicated on drawings.
   3. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
   4. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.

D. Services (Including but not limited to HVAC, Plumbing, and Electrical): Remove, relocate, and extend existing systems to accommodate new construction.
   1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
   2. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.
   3. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
      a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
      b. Provide temporary connections as required to maintain existing systems in service.
   4. Verify that abandoned services serve only abandoned facilities.
   5. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub

and tag with identification; patch holes left by removal using materials specified for new construction.

E. Protect existing work to remain.
   1. Prevent movement of structure; provide shoring and bracing if necessary.
   2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
   3. Repair adjacent construction and finishes damaged during removal work.

F. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
   1. When existing finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Architect.
   2. Where removal of partitions or walls results in adjacent spaces becoming one, rework floors, walls, and ceilings to a smooth plane without breaks, steps, or bulkheads.
   3. Where a change of plane of 1/4 inch (6 mm) or more occurs in existing work, submit recommendation for providing a smooth transition for Architect review and request instructions.

G. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.

H. Refinish existing surfaces as indicated:
   1. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.
   2. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.

I. Clean existing systems and equipment.

J. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.

K. Do not begin new construction in alterations areas before demolition is complete.

L. Comply with all other applicable requirements of this section.

3.05 CUTTING AND PATCHING

A. Whenever possible, execute the work by methods that avoid cutting or patching.

B. See Alterations article above for additional requirements.

C. Perform whatever cutting and patching is necessary to:
   1. Complete the work.
   2. Fit products together to integrate with other work.
   3. Provide openings for penetration of mechanical, electrical, and other services.
   4. Match work that has been cut to adjacent work.
   5. Repair areas adjacent to cuts to required condition.
   6. Repair new work damaged by subsequent work.
   7. Remove samples of installed work for testing when requested.
   8. Remove and replace defective and non-conforming work.

D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.

E. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.

F. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.

G. Restore work with new products in accordance with requirements of Contract Documents.

H. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.

I. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 8400, to full thickness of the penetrated element.

J. Patching:
   1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
   2. Match color, texture, and appearance.
   3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

3.06 PROGRESS CLEANING

A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.

B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.

C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.

D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.07 PROTECTION OF INSTALLED WORK

A. Protect installed work from damage by construction operations.

B. Provide special protection where specified in individual specification sections.

C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.

D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.

E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.

F. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

3.08 ADJUSTING

A. Adjust operating products and equipment to ensure smooth and unhindered operation.

3.09 FINAL CLEANING

A. Use cleaning materials that are nonhazardous.

B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.

C. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.

D. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.

E. Clean site; sweep paved areas, rake clean landscaped surfaces.

F. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.10 CLOSEOUT PROCEDURES

A. Accompany Project Coordinator on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial Completion.

B. Notify Architect when work is considered ready for Architect's Substantial Completion inspection.

C. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's Substantial Completion inspection.

D. Conduct Substantial Completion inspection and create Final Correction Punch List containing Architect's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Architect.

E. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.

F. Notify Architect when work is considered finally complete and ready for Architect's Substantial Completion final inspection.

G. Complete items of work determined by Architect listed in executed Certificate of Substantial Completion.

END OF SECTION

SECTION 01 7100
CLEANING

PART 1 - GENERAL

The Drawings, Instructions to Bidders, Form of Proposal, General Conditions, Supplementary General Conditions, and Division 1 are included herein and govern work under Section.

1.01 SCOPE

A. Work included:
Throughout the construction period, maintain the buildings and site in a standard of cleanliness as described in this Section. Note the building will be fully occupied during the course of construction therefore it is imperative that the areas where work is occurring be kept in a clean and orderly condition.

B. Related work:
1. Documents affecting work of this Section include but are not necessarily limited to, General Conditions, Supplementary General Conditions, and Sections in Division 1 of these Specifications.
2. In addition to standards described in this Section, comply with requirements for cleaning as described in pertinent other Sections of these Specifications.

1.02 QUALITY ASSURANCE

A. Conduct daily inspection, and more often if necessary, to verify that requirements for cleanliness are being met.
B. In addition to the standards described in this Section, comply with pertinent requirements of governmental agencies having jurisdiction.

PART 2 - PRODUCTS

2.01 CLEANING MATERIALS AND EQUIPMENT

A. Provide required personnel, equipment, and materials needed to maintain the specified standard of cleanliness.

2.02 COMPATIBILITY

A. Use only the cleaning materials and equipment which are compatible with the surface being cleaned, as recommended by the manufacturer of the material.

PART 3 - EXECUTION

3.01 PROGRESS CLEANING

A. General:

1. Retain stored items in an orderly arrangement allowing maximum access, not impeding traffic and providing required protection of materials.
2. Do not allow accumulation of scrap, debris, waste material, and other items not required for construction of this Work.
3. Daily completely remove all scrap, debris, and waste material from the job site.
4. Provide adequate storage for all items awaiting removal from the job site, observing requirements for fire protection and protection of the ecology.

B. Structures:

1. Daily inspect the structures and pick up all scrap debris, and waste material. Remove such items to the place designated for their storage.
2. Daily sweep the interior areas affected by construction clean.
   a. "Clean", for the purpose of this subparagraph, shall be interpreted as meaning free from dust and other material capable of being removed by use of reasonable effort and a hand-held vacuum.
3. As required preparatory to installation of succeeding materials, clean the structures or pertinent portions thereof to the degree of cleanliness recommended by the manufacturer of the succeeding material, using equipment and materials required to achieve the necessary cleanliness.
4. Following the installation of finish floor materials, clean the finish floor daily, and more often it necessary, or if required by the Architect, at all times while work is being performed in the space in which finish materials are installed.
   a. "Clean", for the purpose of this subparagraph, shall be interpreted as meaning free from foreign material which, in the opinion of the Architect, may be injurious to the finish floor material.

3.02 FINAL CLEANING

A. Refer to Section 01 7700 - "Closeout Procedures" for the requirements for final cleaning.

B. Scheduled final cleaning as approved by the Architect to enable the Owner to accept a completely clean work.

END OF SECTION

SECTION 01 7419

CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 GENERAL

1.01 WASTE MANAGEMENT REQUIREMENTS

A. Owner requires that this project generate the least amount of trash and waste possible.

B. Employ processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.

C. Minimize trash/waste disposal in landfills; reuse, salvage, or recycle as much waste as economically feasible.

D. Methods of trash/waste disposal that are not acceptable are:
   1. Burning on the project site.
   2. Burying on the project site.
   3. Dumping or burying on other property, public or private.
   4. Other illegal dumping or burying.

E. Regulatory Requirements: Contractor is responsible for knowing and complying with regulatory requirements, including but not limited to Federal, state and local requirements, pertaining to legal disposal of all construction and demolition waste materials.

1.02 RELATED REQUIREMENTS

A. Drawings and General Conditions of the Contract, including General and Supplementary Conditions and Division 1 Specifications, apply to this Section.

B. Section 01 7700 - Closeout Procedures.

1.03 DEFINITIONS

A. Clean: Untreated and unpainted; not contaminated with oils, solvents, caulk, or the like.

B. Construction and Demolition Waste: Solid wastes typically including building materials, packaging, trash, debris, and rubble resulting from construction, remodeling, repair and demolition operations.

C. Hazardous: Exhibiting the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity or reactivity.

D. Nonhazardous: Exhibiting none of the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity, or reactivity.

E. Nontoxic: Neither immediately poisonous to humans nor poisonous after a long period of exposure.

F. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse by others.

G. Recycle: To remove a waste material from the project site to another site for remanufacture into a new product for reuse by others.

H. Recycling: The process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste.

I. Return: To give back reusable items or unused products to vendors for credit.

J. Reuse: To reuse a construction waste material in some manner on the project site.

K. Salvage: To remove a waste material from the project site to another site for resale or reuse by others.

L. Sediment: Soil and other debris that has been eroded and transported by storm or well production run-off water.

M. Source Separation: The act of keeping different types of waste materials separate beginning from the first time they become waste.

N. Toxic: Poisonous to humans either immediately or after a long period of exposure.

O. Trash: Any product or material unable to be reused, returned, recycled, or salvaged.

P. Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.

PART 2 PRODUCTS

PART 3 EXECUTION

3.01 WASTE MANAGEMENT PROCEDURES

A. See Section 01 5000 for additional requirements related to trash/waste collection and removal facilities and services.

B. See Section 01 7000 for trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.

3.02 WASTE MANAGEMENT PLAN IMPLEMENTATION

A. Instruction: Provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the project.

B. Facilities: Provide specific facilities for separation and storage of materials for recycling, salvage, reuse, return, and trash disposal, for use by all contractors and installers.
   1. Provide containers as required.
   2. Provide adequate space for pick-up and delivery and convenience to subcontractors.
   3. Keep recycling and trash/waste bin areas neat and clean and clearly marked in order to avoid contamination of materials.

C. Hazardous Wastes: Separate, store, and dispose of hazardous wastes according to applicable regulations.

D. Recycling: Separate, store, protect, and handle at the site identified recyclable waste products in order to prevent contamination of materials and to maximize recyclability of identified materials. Arrange for timely pickups from the site or deliveries to recycling facility in order to prevent contamination of recyclable materials.

E. Reuse of Materials On-Site: Set aside, sort, and protect separated products in preparation for reuse.

F. Salvage: Set aside, sort, and protect products to be salvaged for reuse off-site.

END OF SECTION

SECTION 01 7700
CLOSEOUT PROCEDURES

PART I – GENERAL

1.01 SUMMARY

A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
   1. Substantial Completion procedures.
   2. Final completion procedures.
   3. Warranties.
   4. Final cleaning.

B. Related Section:
   1. Division 1 Section “Project Record Documents: for submitting Record Drawings, Record Specifications, and Record Product Data.
   2. Division 1 Section “Operation and Maintenance Data” for operation and maintenance manual requirements.
   3. All Divisions for “Demonstration and Training” for requirements for instructing Owner’s personnel.
   4. All Divisions for specific closeout and special cleaning requirements for the Work in those Sections.

1.02 SUBSTANTIAL COMPLETION

A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete with request.
   1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
   2. Advise Owner of pending insurance changeover requirements.
   3. Submit specific warranties, workmanship bonds. Maintenance service agreements, final certifications, and similar documents.
   4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
   5. Prepare and submit Project Record Documents, operation and maintenance manual, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
   6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer’s name and model number where applicable.
   7. Make final changeover
   8. Complete startup testing of systems.
   9. Submit test/adjust/balance records.
   10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
   11. Advise Owner of changeover in hear and other utilities.
   12. Submit changeover information related to Owner’s occupancy, use, operation, and maintenance.
   13. Complete final cleaning requirements, including touchup painting.
   14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect and Owner will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issues.
   1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
   2. Results of completed inspection will form the basis of requirements for final completion.

1.03 FINAL COMPLETION

A. Preliminary Procedures: Before requesting final inspection for determining final completion, complete the following:
   1. Submit a final Application for Payment according to Division 1 Section "Payment Procedures."
   2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
   3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
   4. Submit pest-control final inspection report and warranty.
   5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.

B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect and Owner will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
   1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
   2. LIST OF INCOMPLETE ITEMS (PUNCH LIST)

C. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
   1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding form lowest floor to highest floor.
   2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
   3. Submit list of incomplete items in the following format:
      a. Three (3) paper copies, unless otherwise indicated. Architect will return two (2) copies.

1.04 WARRANTIES

A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.

B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
   1. Bind two sets of warranties and bonds in heavy-duty, 3-ring, vinyl-covered, lose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8 ½ - 11 inch paper.
   2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or

installation, including the name of the product and the name, address, and telephone number of Installer.

3. Identify each binder on the front and spine with the typed or printed title “WARRANTIES”, Project name, and name of contractor.
4. Provide two CDs each to contain all scanned warranties and bonds. Assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide table of contents at beginning of document.

C. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 – PRODUCTS

2.01 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
   1. Use cleaning products that meet Green Seal GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 – EXECUTION

3.01 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer’s written instructions.
   1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
      a. Clean Project sire, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
      b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
      c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
      d. Remove tools, construction equipment, machinery, and surplus material from Project site.
      e. Remove snow and ice to provide safe access to building.
      f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
      g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
      h. Sweep concrete floors broom clean in unoccupied spaces.
      i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
      j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.

k. Remove labels that are not permanent.
l. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
m. Do not paint over “URL” and other required labels and identification, including mechanical and electrical nameplates
n. Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
o. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
p. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
q. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
r. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
s. Leave Project clean and ready for occupancy.

END OF SECTION

SECTION 01 7823
OPERATIONS AND MAINTENANCE DATA

PART I – GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

A. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
   1. Operation and Maintenance manuals for systems, subsystems, and equipment.
   2. Maintenance manuals for the care and maintenance of products, materials, and finishes.

B. Related Sections include the following:
   1. Division 1 Section “Submittal Procedures” for submitting copies of submittals for operation and maintenance manuals.
   2. Division 1 Section “Closeout Procedures” for submitting operation and maintenance manuals.
   3. All Divisions Sections for specific operation and maintenance manual requirements for products in those Sections.

1.03 DEFINITIONS

A. System: An organized collection of parts, equipment, or subsystems united by regular interaction

B. Subsystem: a portion of a system with characteristics similar to a system.

1.04 SUBMITTALS

A. Final Submittal: Submit 2 copies of each manual in final form at least 15 days before final inspection. Architect will return copy with comments within 15 days after final inspection.
   1. Correct or modify each manual to comply with Architect’s comments. Submit 2 copies of each corrected manual and 2 pdf electronic copies on CDs within 15 days of receipt of Architect’s comments.

1.05 COORDINATION

A. Where operation and maintenance documentation includes information on installations by more than one factory-authorized service representative, assemble and coordinate information furnished by representatives and prepare manuals.

PART 2 – PRODUCTS

2.01 MANUAL, GENERAL

A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following material, in the order listed:
   1. Title Page
   2. Table of Contents
   3. Manual Contents

B. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:
   1. Subject matter included in manual
   2. Name and address of Project

3. Name and address of Owner
4. Date of submittal
5. Name, address, and telephone number of Contractor
6. Name and address of Architect
7. Cross-reference to related systems in other operation and maintenance manuals.

C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the column, and cross-referenced to Specification Section number in Project Manual.
   1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive Table of Contents for all volumes in each volume of the set.

D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsysem, equipment, and components of one system into a single binder.
   1. Binders: Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2- by-11-inch (115-by-280-mm) paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
      a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
      b. Identify each binder on front and spine, with printed title “OPERATION AND MAINTENACE MANUAL,” Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.
   2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
   3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software diskettes for computerized electronic equipment.
   4. Supplementary Text: Prepared on 8-1/2-by-11-inch (115-by-280-mm), 20-lb/sq.ft. (75-g/sq.m) white bond paper.
   5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text
      a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
      b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.02 OPERATION AND MAINTENACE MANUALS

A. Content: In addition to requirements in this Section, include operation and maintenance data required in individual Specification Sections and the following information:
   1. Performance and design criteria if Contractor is delegated design responsibility
   2. Precautions against improper use

B. Descriptions: Include the following:
   1. Product name and model number
   2. Manufacturer’s name
   3. Limiting conditions

4. Engineering data and tests
5. Complete nomenclature and number of replacement parts

C. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
1. Test and inspection instructions
2. Troubleshooting guide
3. Precautions against improper maintenance
4. Disassembly; component removal, repair, and replacement; and reassembly instructions

D. Source Information: Include lists of ocal sources of maintenance materials and related services.

E. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
1. Include procedures to follow and required notifications for warranty claims.

2.03 PRODUCT MAINTENANCE MANUAL

A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

B. Source Information: List each product included in manual identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

C. Product Information: Include the following, as applicable:
1. Product name and model number
2. Manufacturer's name
3. Color, pattern, and texture
4. Material and chemical composition
5. Reordering information for specially manufactured products

D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
1. Inspection procedures
2. Types of cleaning agents to be used and methods of cleaning
3. List of cleaning agents and methods of cleaning detrimental to product
4. Schedule for routine cleaning and maintenance
5. Repair instructions

E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
1. Include procedures to follow and required notifications for warranty claims.

PART 3 – EXECUTION

3.01 MANUAL PREPARATION

A. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.

1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
3. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
4. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
    a. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
5. Comply with Division 1 Section "Closeout Procedures" for the schedule for submitting operation and maintenance documentation.

END OF SECTION

SECTION 01 7839
PROJECT RECORD DOCUMENTS

PART I – GENERAL

1.01 SUMMARY

A. Section includes administrative and procedural requirements for project record documents, including the following:
   1. Record Drawings
   2. Record Specifications
   3. Record Product Date

B. Related Sections:
   1. Division 1 Section “Operation and Maintenance Data” for operation and maintenance manual requirements.
   2. All Divisions for specific requirements for project record documents of the Work in those Sections.

1.02 CLOSEOUT SUBMITTALS

A. Record Drawings: Comply with the following:
   1. Number of Copies: Submit one set of marked-up record prints.
   2. Number of Copies: Submit one set of record drawings as follows:
      a. Initial Submittal: Submit one paper copy set of marked-up record prints and one set(s) of plots from corrected record digital data files. Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
      b. Final Submittal: Submit one paper copy set of marked-up record prints. Print each drawing, whether or not changes and additional information were recorded.

B. Record Specifications: Submit one paper copy of Project’s Specifications, including addenda and contract modifications.

C. Record Product Data: Submit one paper copy of each submittal.

PART 2 – PRODUCTS

2.01 RECORD DRAWINGS

A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings.
   1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record date, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
      a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
      b. Record data as soon as possible after obtaining it.
      c. Record and check the markup before enclosing concealed installations.
   2. Mark the Contract Drawings and Shop Drawings completely and accurately. Utilize personnel proficient at recording graphic information in production of marked-up record prints.
   3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same locations.

4. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Architect and Construction Manager. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:
1. Copies: Two (2) CD's
2. Format: Same digital data software program, version, and operating system as the original Contract Drawings.
3. Format: AutoCAD DWGs, compatible with a Microsoft Windows operating system.
4. Format: Annotated PDF electronic file with comment function enabled.
5. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
6. Refer instances of uncertainty to Architect for resolution.
7. Architect will furnish Contractor one set of digital data files of the Contract Drawings for use in recording information.

C. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
2. Format: Annotated PDF electronic file with comment function enabled.
3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
4. Identification: As follows:
   a. Project Name
   b. Date
   c. Designation "PROJECT RECORD DRAWINGS"
   d. Name of Architect
   e. Name of Contractor

2.02 RECORD SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from the indicated in Specifications, addenda, and contract modifications.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
4. Note related Change Orders and record Drawings where applicable.

B. Format: submit record Specifications as PDF electronic file.

2.03 RECORD PRODUCT DATE

A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
3. Note related Change Orders, and record Drawings where applicable.

B. Format: Submit record Product Date as paper copy.

2.04 MISCELLANEOUS RECORD SUBMITTALS

A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

B. Format; Submit record submittals as paper copy.

PART 3-EXECUTION

3.01 RECORDING AND MAINTENANCE

A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and modifications to project record documents as they occur; do not wait until the end of Project.

B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for contraction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's and Construction Manager's reference during normal working hours.

END OF SECTION

SECTION 02 4100
DEMOLITION

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Selective demolition of building elements for alteration purposes.

1.02 RELATED REQUIREMENTS

A. Drawings and General Conditions of the Contract, including General and Supplementary Conditions and Division 1 Specifications, apply to this Section.

B. Section 01 1000 - Summary: Limitations on Contractor's use of site and premises.

C. Section 01 1000 - Summary: Description of items to be salvaged or removed for re-use by Contractor.

D. Section 01 7000 - Execution and Closeout Requirements: Project conditions; protection of bench marks, survey control points, and existing construction to remain; reinstallation of removed products; temporary bracing and shoring.

E. Section 01 7419 - Construction Waste Management and Disposal: Limitations on disposal of removed materials; requirements for recycling.

1.03 REFERENCE STANDARDS

A. 29 CFR 1926 - U.S. Occupational Safety and Health Standards; current edition.

B. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2013.

1.04 SUBMITTALS

A. Demolition Plan: Submit demolition plan as specified by OSHA and local authorities.
   1. Indicate extent of demolition, removal sequence, bracing and shoring, and location and construction of barricades and fences.
   2. Identify demolition firm and submit qualifications.
   3. Include a summary of safety procedures.

1.05 QUALITY ASSURANCE

A. Demolition Firm Qualifications: Company specializing in the type of work required.

PART 2 PRODUCTS -- NOT USED

PART 3 EXECUTION

3.01 SCOPE

3.02 GENERAL PROCEDURES AND PROJECT CONDITIONS

A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
   1. Obtain required permits.
   2. Comply with applicable requirements of NFPA 241.
   3. Use of explosives is not permitted.
   4. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
   5. Provide, erect, and maintain temporary barriers and security devices.
   6. Use physical barriers to prevent access to areas that could be hazardous to workers or the public.
   7. Conduct operations to minimize effects on and interference with adjacent structures and occupants.

8. Do not close or obstruct roadways or sidewalks without permit.
9. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from removal operations.
10. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon or limit access to their property.

B. Do not begin removal until receipt of notification to proceed from Owner.

C. Protect existing structures and other elements that are not to be removed.
1. Provide bracing and shoring.
2. Prevent movement or settlement of adjacent structures.
3. Stop work immediately if adjacent structures appear to be in danger.

D. Minimize production of dust due to demolition operations; do not use water if that will result in ice, flooding, sedimentation of public waterways or storm sewers, or other pollution.

E. If hazardous materials are discovered during removal operations, stop work and notify Architect and Owner; hazardous materials include regulated asbestos containing materials, lead, PCB's, and mercury.

F. Perform demolition in a manner that maximizes salvage and recycling of materials.
1. Comply with requirements of Section 01 7419 - Waste Management.
2. Dismantle existing construction and separate materials.
3. Set aside reusable, recyclable, and salvageable materials; store and deliver to collection point or point of reuse.

3.03 SELECTIVE DEMOLITION FOR ALTERATIONS

A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
1. Verify that construction and utility arrangements are as indicated.
2. Report discrepancies to Architect before disturbing existing installation.
3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.

B. Separate areas in which demolition is being conducted from other areas that are still occupied.
1. Provide, erect, and maintain temporary dustproof partitions of construction specified in Section 01 5000 in locations indicated on drawings.

C. Remove existing work as indicated and as required to accomplish new work.
1. Remove items indicated on drawings.

D. Protect existing work to remain.
1. Perform cutting to accomplish removals neatly and as specified for cutting new work.
2. Repair adjacent construction and finishes damaged during removal work.
3. Patch as specified for patching new work.

3.04 DEBRIS AND WASTE REMOVAL

A. Remove debris, junk, and trash from site.

B. Remove from site all materials not to be reused on site; comply with requirements of Section 01 7419 - Waste Management.

C. Leave site in clean condition, ready for subsequent work.

END OF SECTION

SECTION 06 1000
ROUGH CARPENTRY

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Non-structural dimension lumber framing.

B. Preservative treated wood materials.

C. Concealed wood blocking, nailers, and supports.

D. Miscellaneous wood nailers, furring, and grounds.

1.02 RELATED REQUIREMENTS

1.03 REFERENCE STANDARDS

A. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2015a.

B. AWPA U1 - Use Category System: User Specification for Treated Wood; 2012.

C. PS 20 - American Softwood Lumber Standard; 2010.

1.04 SUBMITTALS

A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

1.05 DELIVERY, STORAGE, AND HANDLING

A. General: Cover wood products to protect against moisture. Support stacked products to prevent deformation and to allow air circulation.

B. Fire Retardant Treated Wood: Prevent exposure to precipitation during shipping, storage, or installation.

1.06 WARRANTY

A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.

PART 2 PRODUCTS

2.01 GENERAL REQUIREMENTS

A. Dimension Lumber: Comply with PS 20 and requirements of specified grading agencies.
   1. If no species is specified, provide any species graded by the agency specified; if no grading agency is specified, provide lumber graded by any grading agency meeting the specified requirements.
   2. Grading Agency: Any grading agency whose rules are approved by the Board of Review, American Lumber Standard Committee (www.alsc.org) and who provides grading service for the species and grade specified; provide lumber stamped with grade mark unless otherwise indicated.

B. Lumber fabricated from old growth timber is not permitted.

2.02 DIMENSION LUMBER FOR CONCEALED APPLICATIONS

A. Sizes: Nominal sizes as indicated on drawings, S4S.

B. Moisture Content: S-dry or MC19.

C. Miscellaneous Framing, Blocking, Nailers, Grounds, and Furring:
   1. Lumber: S4S, No. 2 or Standard Grade.
   2. Boards: Standard or No. 3.

2.03 FACTORY WOOD TREATMENT

A. Treated Lumber and Plywood: Comply with requirements of AWPA U1 - Use Category System for wood treatments determined by use categories, expected service conditions, and specific applications.
   1. Preservative-Treated Wood: Provide lumber and plywood marked or stamped by an ALSC-accredited testing agency, certifying level and type of treatment in accordance with AWPA standards.

B. Preservative Treatment:
   1. Preservative Pressure Treatment of Plywood Above Grade: AWPA U1, Use Category UC2 and UC3B, Commodity Specification F using waterborne preservative.
      a. Kiln dry plywood after treatment to maximum moisture content of 19 percent.
      b. Treat plywood in contact with masonry or concrete.

PART 3 EXECUTION

3.01 PREPARATION

A. Coordinate installation of rough carpentry members specified in other sections.

3.02 INSTALLATION - GENERAL

A. Select material sizes to minimize waste.

B. Reuse scrap to the greatest extent possible; clearly separate scrap for use on site as accessory components, including: shims, bracing, and blocking.

C. Where treated wood is used on interior, provide temporary ventilation during and immediately after installation sufficient to remove indoor air contaminants.

3.03 BLOCKING, NAILERS, AND SUPPORTS

A. Provide framing and blocking members as indicated or as required to support finishes, fixtures, specialty items, and trim.

B. In framed assemblies that have concealed spaces, provide solid wood fire blocking as required by applicable local code, to close concealed draft openings between floors and between top story and roof/attic space; other material acceptable to code authorities may be used in lieu of solid wood blocking.

C. In metal stud walls, provide continuous blocking around door and window openings for anchorage of frames, securely attached to stud framing.

D. In walls, provide blocking attached to studs as backing and support for wall-mounted items, unless item can be securely fastened to two or more studs or other method of support is explicitly indicated.

E. Where ceiling-mounting is indicated, provide blocking and supplementary supports above ceiling, unless other method of support is explicitly indicated.

3.04 CLEANING

A. Waste Disposal: Comply with the requirements of Section 01 7419 - Construction Waste Management and Disposal.
   1. Comply with applicable regulations.
   2. Do not burn scrap on project site.
   3. Do not burn scraps that have been pressure treated.
   4. Do not send materials treated with pentachlorophenol, CCA, or ACA to co-generation facilities or “waste-to-energy” facilities.

B. Do not leave any wood, shavings, sawdust, etc. on the ground or buried in fill.

C. Prevent sawdust and wood shavings from entering the storm drainage system.

END OF SECTION

SECTION 06 4100
ARCHITECTURAL WOOD CASEWORK

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Specially fabricated cabinet units.

B. Countertops.

C. Cabinet hardware.

1.02 RELATED REQUIREMENTS

A. Section 06 1000 - Rough Carpentry: Support framing, grounds, and concealed blocking.

1.03 REFERENCE STANDARDS

A. AWI/AWMAC/WI (AWS) - Architectural Woodwork Standards; 2014.

B. AWMAC/WI (NAAWS) - North American Architectural Woodwork Standards, U.S. Version 3.1; 2016, with Errata (2017).

C. BHMA A156.9 - American National Standard for Cabinet Hardware; 2010.

D. ANSI A135.4 - American National Standard for Basic Hardboard; 2012.

E. ANSI A208.1 - American National Standard for Particleboard; 2009.

F. ANSI A208.2 - American National Standard for Medium Density Fiberboard for Interior Use; 2009.

G. AWI (QCP) - Quality Certification Program, www.awiqcp.org; current edition at www.awiqcp.org.

H. AWI/AWMAC/WI (AWS) - Architectural Woodwork Standards; 2014.

I. HPVA HP-1 - American National Standard for Hardwood and Decorative Plywood; Hardwood Plywood & Veneer Association; 2009 (ANSI/HPVA HP-1).

1.04 SUBMITTALS

A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

B. Shop Drawings: Indicate materials, component profiles, fastening methods, jointing details, and accessories.

C. Product Data: Provide data for hardware accessories.

D. Samples: Submit actual samples of architectural cabinet construction, minimum 12 inches (300 mm) square, illustrating proposed cabinet, countertop, and shelf unit substrate and finish.

1.05 QUALITY ASSURANCE

A. Fabricator Qualifications: Company specializing in fabricating the products specified in this section with minimum five years of documented experience.
   1. Accredited participant in the specified certification program prior to the commencement of fabrication and throughout the duration of the project.

B. Quality Certification:
   1. Provide labels or certificates indicating that the installed work complies with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS) requirements for grade or grades specified.
   2. Provide designated labels on shop drawings as required by certification program.
   3. Provide designated labels on installed products as required by certification program.
   4. Submit certifications upon completion of installation that verifies this work is in compliance with specified requirements.

5. Replace, repair, or rework all work for which certification is refused.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Protect units from moisture damage.

PART 2 PRODUCTS

2.01 CABINETS

A. Quality Standard: Custom Grade, in accordance with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS), unless noted otherwise.

B. Plastic Laminate Faced Cabinets: Custom grade.

2.02 WOOD-BASED COMPONENTS

A. Wood fabricated from old growth timber is not permitted.

2.03 LAMINATE MATERIALS

A. Manufacturers:
   1. Formica Corporation: www.formica.com.
   2. Panolam Industries International, Inc\Nevamar: www.nevamar.com.
   3. Wilsonart, LLC; Color as indicated on drawings: www.wilsonart.com.
   4. Substitutions: See Section 01 6000 - Product Requirements.

B. Provide specific types as scheduled.

2.04 COUNTERTOPS

A. Natural Quartz Surfacing: Specified in Section 12 3600 and on the Drawings.

2.05 ACCESSORIES

A. Adhesive: Type recommended by fabricator to suit application.

B. Fasteners: Size and type to suit application.

C. Bolts, Nuts, Washers, Lags, Pins, and Screws: Of size and type to suit application; galvanized or chrome-plated finish in concealed locations and stainless steel or chrome-plated finish in exposed locations.

D. Concealed Joint Fasteners: Threaded steel.

2.06 HARDWARE

A. Hardware: BHMA A156.9, types as recommended by fabricator for quality grade specified.

B. Cabinet Locks: Keyed cylinder basis of design as indicated on drawings.

C. Hinges: Continuous concealed piano type, basis of design as indicated on drawings.

2.07 FABRICATION

A. Assembly: Shop assemble cabinets for delivery to site in units easily handled and to permit passage through building openings.

B. Edging: Fit shelves, doors, and exposed edges with specified edging. Do not use more than one piece for any single length.

C. Fitting: When necessary to cut and fit on site, provide materials with ample allowance for cutting. Provide matching trim for scribing and site cutting.

D. Plastic Laminate: Apply plastic laminate finish in full uninterrupted sheets consistent with manufactured sizes. Fit corners and joints hairline; secure with concealed fasteners. Slightly bevel arises. Locate counter butt joints minimum 2 feet (600 mm) from sink cut-outs.
   1. Apply laminate backing sheet to reverse side of plastic laminate finished surfaces.

E. Provide cutouts for plumbing fixtures. Verify locations of cutouts from on-site dimensions. Prime paint cut edges.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify adequacy of backing and support framing.

B. Verify location and sizes of utility rough-in associated with work of this section.

3.02 INSTALLATION

A. Set and secure custom cabinets in place, assuring that they are rigid, plumb, and level.

B. Use fixture attachments in concealed locations for wall mounted components.

C. Use concealed joint fasteners to align and secure adjoining cabinet units and countertops.

D. Carefully scribe casework abutting other components, with maximum gaps of 1/32 inch (0.79 mm). Do not use additional overlay trim for this purpose.

E. Secure millwork to wall using appropriate angles and anchorages.

3.03 ADJUSTING

A. Adjust installed work.

B. Adjust moving or operating parts to function smoothly and correctly.

3.04 CLEANING

A. Clean casework, counters, shelves, hardware, fittings, and fixtures.

END OF SECTION

SECTION 07 9200
JOINT SEALANTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Nonsag gunnable joint sealants.

B. Joint backings and accessories.

1.02 RELATED REQUIREMENTS

A. Section 09 3000 - Tiling: Sealant between tile and plumbing fixtures and at junctions with other materials and changes in plane.

1.03 REFERENCE STANDARDS

A. ASTM C794 - Standard Test Method for Adhesion-In-Peel of Elastomeric Joint Sealants; 2015.

B. ASTM C834 - Standard Specification for Latex Sealants; 2014.

C. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2014.

D. ASTM C1087 - Standard Test Method for Determining Compatibility of Liquid-Applied Sealants with Accessories Used in Structural Glazing Systems; 2000 (Reapproved 2011).

E. ASTM C1193 - Standard Guide for Use of Joint Sealants; 2013.

F. SCAQMD 1168 - South Coast Air Quality Management District Rule No.1168; current edition.

1.04 SUBMITTALS

A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

B. Product Data for Sealants: Submit manufacturer's technical data sheets for each product to be used, that includes the following.
   1. Physical characteristics, including movement capability, VOC content, hardness, cure time, and color availability.
   2. List of backing materials approved for use with the specific product.
   3. Substrates that product is known to satisfactorily adhere to and with which it is compatible.
   4. Substrates the product should not be used on.

C. Color Cards for Selection: Where sealant color is not specified, submit manufacturer's color cards showing standard colors available for selection.

D. Preconstruction Laboratory Test Reports: Submit at least four weeks prior to start of installation.

1.05 QUALITY ASSURANCE

A. Preconstruction Laboratory Testing: Arrange for sealant manufacturer(s) to test each combination of sealant, substrate, backing, and accessories.
   1. Adhesion Testing: In accordance with ASTM C794.
   2. Compatibility Testing: In accordance with ASTM C1087.
   3. Allow sufficient time for testing to avoid delaying the work.
   4. Deliver to manufacturer sufficient samples for testing.
   5. Report manufacturer's recommended corrective measures, if any, including primers or techniques not indicated in product data submittals.
   6. Testing is not required if sealant manufacturer provides data showing previous testing, not older than 24 months, that shows satisfactory adhesion, lack of staining, and compatibility.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Non-Sag Sealants: Permits application in joints on vertical surfaces without sagging or slumping.
   1. BASF Construction Chemicals-Building Systems; www.buildingsystems.basf.com.
   2. Bostik Inc; www.bostik-us.com.
   3. Dow Corning Corporation; www.dowcorning.com/construction.
   4. Substitutions: See Section 01 6000 - Product Requirements.

2.02 JOINT SEALANT APPLICATIONS

A. Scope:
   1. Interior Joints: Do not seal interior joints unless specifically indicated to be sealed. Interior joints to be sealed include, but are not limited to, the following items.
      a. Joints between door, window, and other frames and adjacent construction.
      b. Other joints indicated below.
   2. Do not seal the following types of joints.
      a. Joints indicated to be treated with manufactured expansion joint cover or some other type of sealing device.
      b. Joints where sealant is specified to be provided by manufacturer of product to be sealed.
      c. Joints where installation of sealant is specified in another section.
      d. Joints between suspended panel ceilings/grid and walls.

B. Interior Joints: Use nonsag polyurethane sealant, unless otherwise indicated.
   1. Wall and Ceiling Joints in Non-Wet Areas: Acrylic emulsion latex sealant.
   2. Type ___ - Joints between Fixtures in Wet Areas and Floors, Walls, and Ceilings: Mildew-resistant silicone sealant; white.

C. Interior Wet Areas: Bathrooms and restrooms; fixtures in wet areas include plumbing fixtures, food service equipment, countertops, cabinets, and other similar items.

2.03 JOINT SEALANTS - GENERAL

A. Sealants and Primers: Provide products having lower volatile organic compound (VOC) content than indicated in SCAQMD 1168.

2.04 NONSAG JOINT SEALANTS

A. Mildew-Resistant Silicone Sealant: ASTM C920, Grade NS, Uses M and A; single component, mildew resistant; not expected to withstand continuous water immersion or traffic.
   1. Color: White.
   2. Manufacturers:
      a. Substitutions: See Section 01 6000 - Product Requirements.

B. Acrylic Emulsion Latex: Water-based; ASTM C834, single component, non-staining, non-bleeding, non-sagging; not intended for exterior use.

2.05 ACCESSORIES

A. Backer Rod: Cylindrical cellular foam rod with surface that sealant will not adhere to, compatible with specific sealant used, and recommended by backing and sealant manufacturers for specific application.

B. Backing Tape: Self-adhesive polyethylene tape with surface that sealant will not adhere to and recommended by tape and sealant manufacturers for specific application.

PART 3 EXECUTION

3.01 INSTALLATION

A. Perform work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.

B. Perform installation in accordance with ASTM C1193.

C. Install bond breaker backing tape where backer rod cannot be used.

D. Install sealant free of air pockets, foreign embedded matter, ridges, and sags, and without getting sealant on adjacent surfaces.

E. Do not install sealant when ambient temperature is outside manufacturer's recommended temperature range, or will be outside that range during the entire curing period, unless manufacturer's approval is obtained and instructions are followed.

F. Nonsag Sealants: Tool surface concave, unless otherwise indicated; remove masking tape immediately after tooling sealant surface.

END OF SECTION

SECTION 08 8300
MIRRORS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Glass mirrors.
   1. Tempered safety glass.

1.02 REFERENCE STANDARDS

A. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2014.

B. ASTM C1048 - Standard Specification for Heat-Strengthened and Fully Tempered Flat Glass; 2012.

C. ASTM C1193 - Standard Guide for Use of Joint Sealants; 2013.

D. GANA (TIPS) - Mirrors: Handle with Extreme Care (Tips for the Professional on the Care and Handling of Mirrors); 2011.

1.03 SUBMITTALS

A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

B. Product Data on Mirror Types: Submit structural, physical and environmental characteristics, size limitations, special handling and installation requirements.

C. Product Data on Glazing Compounds: Submit chemical, functional, and environmental characteristics, limitations, special application requirements, and identify available colors.

D. Samples: Submit two samples, 12" x 12" inch in size, illustrating mirrors design, edging, and coloration.

E. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
   1. See Section 01 6000 - Product Requirements, for additional provisions.

1.04 QUALITY ASSURANCE

A. Fabricate, store, transport, receive, install, and clean mirrors in accordance with recommendations of GANA (TIPS).

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Mirrors:
   1. Binswanger Mirror/ACI Distribution: www.binswangerglass.com.
   2. Lenoir Mirror Co: www.lenoirmirror.com.
   3. Trulite Glass and Aluminum Solutions: www.trulite.com.
   4. Substitutions: See Section 01 6000 - Product Requirements.

2.02 MATERIALS

A. Mirror Design Criteria: Select materials and/or provide supports as required to limit mirror material deflection to 1/200, or to the flexure limit of glass, with full recovery of glazing materials, whichever is less.

B. Mirror Glass: Clear, tempered safety glass; ASTM C1048, with copper and silver coatings, and protective overcoating.
   1. Thickness: 1/4 inch (6.4 mm).
   2. Size: As noted on drawings.

2.03 GLAZING COMPOUNDS

A. Silicone Sealant: ASTM C920, Type S, Grade NS, Class 25, Uses M and A; single component; chemical or solvent curing; non-bleeding, non-staining, cured Shore A hardness of 15 to 25; color as selected by Architect.

2.04 ACCESSORIES

A. Mirror Adhesive: Silicone pre-polymer based, chemically compatible with mirror coating and wall substrate.
   1. Manufacturers:
      a. Liquid Nails, a brand of PPG Architectural Coatings; LN-730 Mirror Adhesive: www.liquidnails.com.
      b. Substitutions: See Section 01 6000 - Product Requirements.

B. Channel Frame: See drawings for frame and accessory information.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that openings for mirrored glazing are correctly sized and within tolerance.

B. Verify that surfaces of mirror frames or recesses are clean, free of obstructions, and ready for installation of mirrors.

3.02 PREPARATION

A. Clean contact surfaces with solvent and wipe dry.

B. Prepare installation in accordance with ASTM C1193 for solvent release sealants, and install sealant in accordance with manufacturer's instructions.

3.03 INSTALLATION

A. Install mirrors in accordance with GANA (TIPS) and manufacturers recommendations.

B. Set mirrors plumb and level, and free of optical distortion.

C. Set mirrors with edge clearance free of surrounding construction including countertops or backsplashes.

D. Installation in Frames:
   1. Cut glazing tape to length and set against permanent stops, projecting 1/16 inch (1.6 mm) above sight line.
   2. Place setting blocks at 1/4 points with edge block no more than 6 inches (150 mm) from corners.
   3. Rest mirrors on setting blocks and push against tape to ensure full contact at perimeter of pane or unit.
   4. Place glazing tape on free perimeter of mirrors in same manner described above.
   5. Trim protruding tape edge.

3.04 CLEANING

A. Remove wet glazing materials from finish surfaces.

B. Remove labels after work is complete.

C. Clean mirrors and adjacent surfaces.

END OF SECTION

SECTION 09 3000
TILING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Tile for floor applications.

B. Tile for wall applications.

C. Non-ceramic trim.

1.02 RELATED REQUIREMENTS

A. Section 07 9200 - Joint Sealants: Sealing joints between tile work and adjacent construction and fixtures.

1.03 REFERENCE STANDARDS

A. ANSI A108/A118/A136.1 - American National Standard Specifications for the Installation of Ceramic Tile - Version; 2014.

B. ANSI A108.1A - American National Standard Specifications for Installation of Ceramic Tile in the Wet-Set Method, with Portland Cement Mortar; 2014.

C. ANSI A108.1B - American National Standard Specifications for Installation of Ceramic Tile on a Cured Portland Cement Mortar Setting Bed with Dry-Set or Latex-Portland Cement Mortar; 1999 (Reaffirmed 2010).

D. ANSI A108.1C - Specifications for Contractors Option: Installation of Ceramic Tile in the Wet-Set Method with Portland Cement Mortar or Installation of Ceramic Tile on a Cured Portland Cement Mortar Bed with Dry-Set or Latex-Portland Cement Mortar; 1999 (Reaffirmed 2010).

E. ANSI A108.4 - American National Standard Specifications for Installation of Ceramic Tile with Organic Adhesives or Water Cleanable Tile-Setting Epoxy Adhesive; 2009 (Revised).

F. ANSI A108.5 - American National Standard Specifications for Installation of Ceramic Tile with Dry-Set Portland Cement Mortar or Latex-Portland Cement Mortar; 1999 (Reaffirmed 2010).

G. ANSI A108.6 - American National Standard Specifications for Installation of Ceramic Tile with Chemical Resistant, Water Cleanable Tile-Setting and -Grouting Epoxy; 1999 (Reaffirmed 2010).

H. ANSI A108.8 - American National Standard Specifications for Installation of Ceramic Tile with Chemical Resistant Furan Resin Mortar and Grout; 1999 (Reaffirmed 2010).

I. ANSI A108.9 - American National Standard Specifications for Installation of Ceramic Tile with Modified Epoxy Emulsion Mortar/Grout; 1999 (Reapproved 2010).

J. ANSI A108.10 - American National Standard Specifications for Installation of Grout in Tilework; 1999 (Reapproved 2010).

K. ANSI A108.11 - American National Standard Specifications for Interior Installation of Cementitious Backer Units; 2010 (Revised).

L. ANSI A108.12 - American National Standard Specifications for Installation of Ceramic Tile with EGP (Exterior Glue Plywood) Latex-Portland Cement Mortar; 1999 (Reaffirmed 2010).

M. ANSI A108.13 - American National Standard Specifications for Installation of Load Bearing, Bonded, Waterproof Membranes for Thin-Set Ceramic Tile and Dimension Stone; 2005 (Reaffirmed 2010).

N. ANSI A118.3 - American National Standard Specifications for Chemical Resistant, Water Cleanable Tile-Setting and -Grouting Epoxy and Water Cleanable Tile-Setting Epoxy Adhesive; 2013 (Revised).

O. ANSI A118.6 - American National Standard Specifications for Standard Cement Grouts for Tile Installation; 2010 (Revised).

P. ANSI A118.7 - American National Standard Specifications for High Performance Cement Grouts for Tile Installation; 2010 (Revised).

Q. TCNA (HB) - Handbook for Ceramic, Glass, and Stone Tile Installation; 2015.

1.04 SUBMITTALS

A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

B. Product Data: Provide manufacturers' data sheets on tile, mortar, grout, and accessories. Include instructions for using grouts and adhesives.

C. Shop Drawings: Indicate tile layout, patterns, color arrangement, perimeter conditions, junctions with dissimilar materials, control and expansion joints, thresholds, ceramic accessories, and setting details.

D. Samples: Mount tile and apply grout on two plywood panels, minimum 18 by 18 inches (457 by 457 mm) in size illustrating pattern, color variations, and grout joint size variations.

E. Maintenance Data: Include recommended cleaning methods, cleaning materials, and stain removal methods.

F. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
1. See Section 01 6000 - Product Requirements, for additional provisions.
2. Extra Tile: 10 square feet (1 square meters) of each size, color, and surface finish combination.

1.05 QUALITY ASSURANCE

A. Maintain one copy of and ANSI A108/A118/A136.1 and TCNA (HB) on site.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Protect adhesives from freezing or overheating in accordance with manufacturer's instructions.

1.07 FIELD CONDITIONS

A. Do not install solvent-based products in an unventilated environment.

B. Maintain ambient and substrate temperature of 50 degrees F (10 degrees C) during installation of mortar materials.

PART 2 PRODUCTS

2.01 TILE

A. Manufacturers:
1. American Olean Corporation: www.americanolean.com.
2. Dal-Tile Corporation: www.daltile.com.
3. Florim USA; www.florimusa.com.

2.02 TRIM AND ACCESSORIES

A. Non-Ceramic Trim: Color and finish as indicated on drawings, style and dimensions to suit application, for setting using tile mortar or adhesive.
1. Manufacturers:
a. Schluter-Systems: www.schluter.com.

2.03 FLOOR LEVELING

A. Manufacturers:
1. LATICRETE International, Inc: Product: NXT Patch; www.laticrete.com.
2. Bostik Inc: www.bostik-us.com.
3. ProSpec, an Oldcastle brand: www.prospec.com.

2.04 SETTING MATERIALS

A. Manufacturers:
   1. LATICRETE International, Inc: www.laticrete.com.
   2. Bostik Inc: www.bostik-us.com..
   3. ProSpec, an Oldcastle brand: www.prospec.com.

2.05 GROUTS

A. Manufacturers:
   1. LATICRETE International, Inc; LATICRETE PERMACOLOR Grout: www.laticrete.com.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that sub-floor surfaces are smooth and flat within the tolerances specified for that type of work and are ready to receive tile.

B. Verify that wall surfaces are smooth and flat within the tolerances specified for that type of work, are dust-free, and are ready to receive tile.

C. Verify that sub-floor surfaces are dust-free and free of substances that could impair bonding of setting materials to sub-floor surfaces.

D. Verify that concrete sub-floor surfaces are ready for tile installation by testing for moisture emission rate and alkalinity; obtain instructions if test results are not within limits recommended by tile manufacturer and setting materials manufacturer.

E. Verify that required floor-mounted utilities are in correct location.

3.02 PREPARATION

A. Protect surrounding work from damage.

B. Vacuum clean surfaces and damp clean.

C. Seal substrate surface cracks with filler. Level existing substrate surfaces to acceptable flatness tolerances.

3.03 INSTALLATION - GENERAL

A. Install NXT Patch floor leveling compound per manufacturer’s recommendations over existing mortar bed.

B. Install tile, thresholds, and stair treads and grout in accordance with applicable requirements of ANSI A108.1A thru A108.13, manufacturer's instructions, and TCNA (HB) recommendations.

C. Lay tile to pattern indicated. Do not interrupt tile pattern through openings.

D. Cut and fit tile to penetrations through tile, leaving sealant joint space. Form corners and bases neatly. Align floor joints.

E. Place tile joints uniform in width, subject to variance in tolerance allowed in tile size. Make grout joints without voids, cracks, excess mortar or excess grout, or too little grout.

F. Form internal angles square and external angles bullnosed.

G. Install non-ceramic trim in accordance with manufacturer's instructions.

H. Install thresholds where indicated.

I. Sound tile after setting. Replace hollow sounding units.

J. Keep control and expansion joints free of mortar, grout, and adhesive.

K. Prior to grouting, allow installation to completely cure; minimum of 48 hours.

L. Grout tile joints unless otherwise indicated. Use standard grout unless otherwise indicated.

M. At changes in plane and tile-to-tile control joints, use tile sealant instead of grout, with either bond breaker tape or backer rod as appropriate to prevent three-sided bonding.

3.04 INSTALLATION - FLOORS - THIN-SET METHODS

A. Over interior concrete substrates, install in accordance with TCNA (HB) Method F113, dry-set or latex-Portland cement bond coat, with standard grout, unless otherwise indicated.

3.05 INSTALLATION - WALL TILE

A. Over interior concrete and masonry install in accordance with TCNA (HB) Method W202, thin-set with dry-set or latex-Portland cement bond coat.

3.06 CLEANING

A. Clean tile and grout surfaces.

3.07 PROTECTION

A. Do not permit traffic over finished floor surface for 4 days after installation.

3.08 SCHEDULE

A. See drawings.

END OF SECTION

SECTION 09 5100
ACOUSTICAL CEILINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Suspended metal grid ceiling system.

B. Acoustical units.

1.02 REFERENCE STANDARDS

A. ASTM C635/C635M - Standard Specification for the Manufacture, Performance, and Testing of Metal Suspension Systems for Acoustical Tile and Lay-in Panel Ceilings; 2013a.

B. ASTM C636/C636M - Standard Practice for Installation of Metal Ceiling Suspension Systems for Acoustical Tile and Lay-In Panels; 2013.

C. ASTM E1264 - Standard Classification for Acoustical Ceiling Products; 2014.

D. NFPA 286 - Standard Methods of Fire Tests for Evaluating Contribution of Wall and Ceiling Interior Finish to Room Fire Growth; 2015.

E. UL (FRD) - Fire Resistance Directory; current edition.

1.03 ADMINISTRATIVE REQUIREMENTS

A. Sequence work to ensure acoustical ceilings are not installed until building is enclosed, sufficient heat is provided, dust generating activities have terminated, and overhead work is completed, tested, and approved.

B. Do not install acoustical units until after interior wet work is dry.

1.04 SUBMITTALS

A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

B. Shop Drawings: Indicate grid layout and related dimensioning.

C. Product Data: Provide data on suspension system components.

D. Samples: Submit two samples 6" x 6" in size illustrating material and finish of acoustical units.

E. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
   1. See Section 01 6000 - Product Requirements, for additional provisions.

1.05 QUALITY ASSURANCE

A. Suspension System Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

B. Acoustical Unit Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

1.06 FIELD CONDITIONS

A. Maintain uniform temperature of minimum 60 degrees F (16 degrees C), and maximum humidity of 40 percent prior to, during, and after acoustical unit installation.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Acoustic Tiles/Panels:
   1. USG; As indicated on drawings: www.usg.com.
   2. Armstrong World Industries, Inc: www.armstrong.com.
   3. Acoustic Ceiling Products, Inc: www.acpideas.com.
   4. Substitutions: See Section 01 6000 - Product Requirements.

B. Suspension Systems:
   1. Same as for acoustical units.
   2. Substitutions: See Section 01 6000 - Product Requirements.

2.02 ACOUSTICAL UNITS

A. Acoustical Units - General: ASTM E1264, Class A.

B. Acoustical Tile Type ACT-1: Painted mineral fiber, with the following characteristics:
   1. Products:
      a. As indicated on drawings..
      b. Substitutions: See Section 01 6000 - Product Requirements.

2.03 SUSPENSION SYSTEM(S)

A. Suspension Systems - General: Complying with ASTM C635/C635M; die cut and interlocking components, with stabilizer bars, clips, splices, and perimeter moldings as required.

B. Exposed Aluminum Suspension System: Extruded aluminum; light-duty.
   1. Products:
      a. As indicated on drawings.
      b. Substitutions: See Section 01 6000 - Product Requirements.

2.04 ACCESSORIES

A. Support Channels and Hangers: Galvanized steel; size and type to suit application, seismic requirements, and ceiling system flatness requirement specified.

B. Perimeter Moldings: Same material and finish as grid.
   1. At Exposed Grid: Provide L-shaped molding for mounting at same elevation as face of grid.

C. Touch-up Paint: Type and color to match acoustical and grid units.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify existing conditions before starting work.

B. Verify that layout of hangers will not interfere with other work.

3.02 INSTALLATION - SUSPENSION SYSTEM

A. Rigidly secure system, including integral mechanical and electrical components, for maximum deflection of 1:360.

B. Locate system on room axis according to reflected plan.

C. Install after major above-ceiling work is complete. Coordinate the location of hangers with other work.

D. Hang suspension system independent of walls, columns, ducts, pipes and conduit. Where carrying members are spliced, avoid visible displacement of face plane of adjacent members.

E. Where ducts or other equipment prevent the regular spacing of hangers, reinforce the nearest affected hangers and related carrying channels to span the extra distance.

F. Do not support components on main runners or cross runners if weight causes total dead load to exceed deflection capability.

G. Support fixture loads using supplementary hangers located within 6 inches (150 mm) of each corner, or support components independently.

H. Do not eccentrically load system or induce rotation of runners.

I. Perimeter Molding: Install at intersection of ceiling and vertical surfaces and at junctions with other interruptions.

1. Use longest practical lengths.
2. Overlap and rivet corners.

3.03 INSTALLATION - ACOUSTICAL UNITS

A. Install acoustical units in accordance with manufacturer's instructions.

B. Fit acoustical units in place, free from damaged edges or other defects detrimental to appearance and function.

C. Fit border trim neatly against abutting surfaces.

D. Install units after above-ceiling work is complete.

E. Install acoustical units level, in uniform plane, and free from twist, warp, and dents.

F. Cutting Acoustical Units:
1. Make field cut edges of same profile as factory edges.
2. Double cut and field paint exposed reveal edges.

3.04 TOLERANCES

A. Maximum Variation from Flat and Level Surface: 1/8 inch in 10 feet (3 mm in 3 m).

B. Maximum Variation from Plumb of Grid Members Caused by Eccentric Loads: 2 degrees.

END OF SECTION

SECTION 09 9000
PAINTING AND COATING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Surface preparation.

B. Field application of paints.

C. Scope: Finish all interior and exterior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated, including the following:

D. Do Not Paint or Finish the Following Items:
   1. Items fully factory-finished unless specifically so indicated; materials and products having factory-applied primers are not considered factory finished.
   2. Items indicated to receive other finishes.
   3. Items indicated to remain unfinished.
   4. Fire rating labels, equipment serial number and capacity labels, and operating parts of equipment.
   5. Stainless steel, anodized aluminum, bronze, terne, and lead items.
   6. Marble, granite, slate, and other natural stones.
   7. Floors, unless specifically so indicated.
   8. Ceramic and other tiles.
   9. Exterior insulation and finish system (EIFS).
   10. Glass.
   11. Concealed pipes, ducts, and conduits.

1.02 RELATED REQUIREMENTS

1.03 DEFINITIONS

A. Conform to ASTM D16 for interpretation of terms used in this section.

1.04 REFERENCE STANDARDS

A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency; current edition.

B. ASTM D16 - Standard Terminology for Paint, Related Coatings, Materials, and Applications; 2014.

C. SSPC (PM1) - Good Painting Practice: SSPC Painting Manual, Vol. 1; Society for Protective Coatings; Fourth Edition.

1.05 SUBMITTALS

A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

B. Product Data: Provide complete list of all products to be used, with the following information for each:
   1. Manufacturer's name, product name and/or catalog number, and general product category (e.g. "alkyd enamel").
   2. MPI product number (e.g. MPI #47).
   3. Cross-reference to specified paint system(s) product is to be used in; include description of each system.
   4. Manufacturer's installation instructions.

C. Samples: Submit three paper "draw down" samples, 8-1/2 by 11 inches (216 by 279 mm) in size, illustrating range of colors available for each finishing product specified.

D. Certification: By manufacturer that all paints and coatings comply with VOC limits specified.

E. Manufacturer's Instructions: Indicate special surface preparation procedures.

1.06 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing the products specified, with minimum three years documented experience.

1.07 DELIVERY, STORAGE, AND HANDLING

A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.

B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.

C. Paint Materials: Store at minimum ambient temperature of 45 degrees F (7 degrees C) and a maximum of 90 degrees F (32 degrees C), in ventilated area, and as required by manufacturer's instructions.

1.08 FIELD CONDITIONS

A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.

B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.

C. Do not apply exterior coatings during rain or snow, or when relative humidity is outside the humidity ranges required by the paint product manufacturer.

D. Minimum Application Temperatures for Latex Paints: 45 degrees F (7 degrees C) for interiors; 50 degrees F (10 degrees C) for exterior; unless required otherwise by manufacturer's instructions.

E. Provide lighting level of 80 ft candles (860 lx) measured mid-height at substrate surface.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Provide all paint and coating products used in any individual system from the same manufacturer; no exceptions.

B. Provide all paint and coating products from the same manufacturer to the greatest extent possible.

C. Paints:
   1. Base Manufacturer: Sherwin-Williams Company.
   2. Behr Process Corporation: www.behr.com/#sle.
   3. Benjamin Moore & Co: www.benjaminmoore.com/#sle.

D. Primer Sealers: Same manufacturer as top coats.

E. Substitutions: See Section 01 6000 - Product Requirements.

2.02 PAINTS AND COATINGS - GENERAL

A. Paints and Coatings: Ready mixed, unless intended to be a field-catalyzed coating.
   1. Provide paints and coatings of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
   2. Supply each coating material in quantity required to complete entire project's work from a single production run.
   3. Do not reduce, thin, or dilute coatings or add materials to coatings unless such procedure is specifically described in manufacturer's product instructions.

B. Primers: As follows unless other primer is required or recommended by manufacturer of top coats; where the manufacturer offers options on primers for a particular substrate, use primer categorized as "best" by the manufacturer.

C. Volatile Organic Compound (VOC) Content:
   1. Provide coatings that comply with the most stringent requirements specified in the following:
      a. 40 CFR 59, Subpart D--National Volatile Organic Compound Emission Standards for Architectural Coatings.
   2. Determination of VOC Content: Testing and calculation in accordance with 40 CFR 59, Subpart D (EPA Method 24), exclusive of colorants added to a tint base and water added at project site; or other method acceptable to authorities having jurisdiction.

2.03 ACCESSORY MATERIALS

A. Accessory Materials: Provide all primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials required to achieve the finishes specified whether specifically indicated or not; commercial quality.

B. Patching Material: Latex filler.

C. Fastener Head Cover Material: Latex filler.

PART 3 EXECUTION

3.01 EXAMINATION

A. Do not begin application of coatings until substrates have been properly prepared.

B. Verify that surfaces are ready to receive work as instructed by the product manufacturer.

C. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.

D. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

E. Test shop-applied primer for compatibility with subsequent cover materials.

F. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums:
   1. Gypsum Wallboard: 12 percent.
   2. Masonry, Concrete, and Concrete Unit Masonry: 12 percent.

3.02 PREPARATION

A. Clean surfaces thoroughly and correct defects prior to coating application.

B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

C. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces or finishing.

D. Seal surfaces that might cause bleed through or staining of topcoat.

E. Remove mildew from impervious surfaces by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.

F. Concrete and Unit Masonry Surfaces to be Painted: Remove dirt, loose mortar, scale, salt or alkali powder, and other foreign matter. Remove oil and grease with a solution of tri-sodium phosphate; rinse well and allow to dry. Remove stains caused by weathering of corroding metals with a solution of sodium metasilicate after thoroughly wetting with water. Allow to dry.

G. Gypsum Board Surfaces to be Painted: Fill minor defects with filler compound. Spot prime defects after repair.

H. Corroded Steel and Iron Surfaces to be Painted: Prepare using at least SSPC-SP 2 (hand tool cleaning) or SSPC-SP 3 (power tool cleaning) followed by SSPC-SP 1 (solvent cleaning).

I. Uncorroded Uncoated Steel and Iron Surfaces to be Painted: Remove grease, mill scale, weld splatter, dirt, and rust. Where heavy coatings of scale are evident, remove by hand or power tool wire brushing or sandblasting; clean by washing with solvent. Apply a treatment of phosphoric acid solution, ensuring weld joints, bolts, and nuts are similarly cleaned. Prime paint entire surface; spot prime after repairs.

J. Shop-Primed Steel Surfaces to be Finish Painted: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces. Re-prime entire shop-primed item.

K. Metal Doors to be Painted: Prime metal door top and bottom edge surfaces.

3.03 APPLICATION

A. Remove unfinished louvers, grilles, covers, and access panels on mechanical and electrical components and paint separately.

B. Apply products in accordance with manufacturer's instructions.

C. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.

D. Apply each coat to uniform appearance.

E. Sand wood and metal surfaces lightly between coats to achieve required finish.

F. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.

G. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

3.04 FIELD QUALITY CONTROL

A. See Section 01 4000 - Quality Requirements, for general requirements for field inspection.

3.05 CLEANING

A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.

3.06 PROTECTION

A. Protect finished coatings until completion of project.

B. Touch-up damaged coatings after Substantial Completion.

END OF SECTION

SECTION 10 2113.19
SOLID PLASTIC TOILET COMPARTMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Solid plastic toilet compartments.

B. Urinal and privacy screens.

1.02 RELATED REQUIREMENTS

A. Section 06 1000 - Rough Carpentry: Blocking and supports.

1.03 REFERENCE STANDARDS

A. NFPA 286 - Standard Methods of Fire Tests for Evaluating Contribution of Wall and Ceiling Interior Finish to Room Fire Growth; 2015.

1.04 ADMINISTRATIVE REQUIREMENTS

A. Coordination: Coordinate the work with placement of support framing and anchors in walls and ceilings.

1.05 SUBMITTALS

A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

B. Shop Drawings: Indicate partition plan, elevation views, dimensions, details of wall supports, door swings.

C. Product Data: Provide data on panel construction, hardware, and accessories.

D. Samples: Submit two samples of partition panels, 2" x 3" in size illustrating panel finish, color, and sheen.

E. Manufacturer's Installation Instructions: Indicate special procedures.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Solid Plastic Toilet Compartments:
   1. **Contract Documents are based on Hiny Hiders by Scranton Products; Metallic Collection:** www.scrantonproducts.com
   2. General Partitions Mfg. Corp.; www.generalpartitions.com
   3. Ampco Products, Inc: www.ampco.com
   4. Substitutions: See Section 01 6000 – Product Requirements.

2.02 SOLID PLASTIC TOILET COMPARTMENTS

A. Toilet Compartments: Factory fabricated doors, pilasters, and divider panels made of solid molded high density polyethylene (HDPE), tested in accordance with NFPA 286, floor-mounted overhead braced.
   1. Color: As indicated on drawings.

B. Doors:
   1. Thickness: 1 inch (25 mm) with edges rounded to ¼ inch radius.
   2. Width: 24 inch (610 mm).
   3. Width for Handicapped Use: 36 inch (915 mm), out-swinging.
   4. Height: 55 inch (1397 mm).

C. Panels:
   1. Thickness: 1 inch (25 mm) with edges rounded to ¼ inch radius.
   2. Height: 55 inch (1397 mm).

D. Pilasters:
   1. Thickness: 1 inch (25 mm) with edges rounded to ¼ inch radius.
   2. Width: As required to fit space; minimum 3 inch (76 mm).

E. Screens: Without doors; to match compartments; mounted to wall with continuous stainless steel double ear type brackets.

2.03 ACCESSORIES

A. Pilaster Shoes: Formed chromed steel with polished finish, 3 in (75 mm) high, concealing floor fastenings.

B. Head Rails: Heavy duty extruded clear anodized aluminum, 1 by 1-1/2 inch (25 by 38 mm) size, with anti-grip profile and cast socket wall brackets.

C. Pilaster Brackets: Polished stainless steel.

D. Wall Brackets: Continuous type, polished stainless steel. Single and double ear as required for complete functional system.

E. Attachments, Screws, and Bolts: Stainless steel, tamper proof type.

F. Hardware; Polished stainless steel:
   1. Door hinges, continuous spring loaded with ; one per door.
   2. Door Latch: Slide type with exterior emergency access feature.
   3. Door strike and keeper with rubber bumper; mounted on pilaster in alignment with door latch.
   4. Coat hook with rubber bumper; one per compartment, mounted on door.
   5. Provide door pull for out swinging doors.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that field measurements are as indicated.

B. Verify correct spacing of and between plumbing fixtures.

C. Verify correct location of built-in framing, anchorage, and bracing.

3.02 INSTALLATION

A. Install partitions secure, rigid, plumb, and level in accordance with manufacturer's instructions.

B. Maintain 3/8 to 1/2 inch (9 to 13 mm) space between wall and panels and between wall and end pilasters.

C. Attach panel brackets securely to walls using anchor devices.

D. Attach panels and pilasters to brackets. Locate head rail joints at pilaster center lines.

E. Field touch-up of scratches or damaged finish will not be permitted. Replace damaged or scratched materials with new materials.

3.03 TOLERANCES

A. Maximum Variation From True Position: 1/4 inch (6 mm).

B. Maximum Variation From Plumb: 1/8 inch (3 mm).

3.04 ADJUSTING

A. Adjust and align hardware to uniform clearance at vertical edge of doors, not exceeding 3/16 inch (5 mm).

B. Adjust hinges to position doors in partial opening position when unlatched. Return out-swinging doors to closed position.

C. Adjust adjacent components for consistency of line or plane.

END OF SECTION

SECTION 12 3600
COUNTERTOPS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Countertops for architectural cabinet work.

B. Countertops for manufactured casework.

C. Wall-hung counters and vanity tops.

D. Sinks molded into countertops.

E. Epoxy resin sinks.

1.02 RELATED REQUIREMENTS

A. Section 06 4100 - Architectural Wood Casework.

1.03 REFERENCE STANDARDS

A. ANSI A208.2 - American National Standard for Medium Density Fiberboard for Interior Use; 2009.

B. ANSI Z124.3 - American National Standard for Plastic Lavatories; 2005.

C. AWI/AWMAC/WI (AWS) - Architectural Woodwork Standards; 2014.

D. ISFA 2-01 - Classification and Standards for Solid Surfacing Material; International Surface Fabricators Association; 2013.

E. ISFA 3-01 - Classification and Standards for Solid Surfacing Material; International Surface Fabricators Association; 2013.

F. MIA (DSDM) - Dimensional Stone Design Manual; VII, 2007.

G. NEMA LD 3 - High-Pressure Decorative Laminates; 2005.

1.04 SUBMITTALS

A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

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. Specimen warranty.

C. Shop Drawings: Complete details of materials and installation; combine with shop drawings of cabinets and casework specified in other sections.

D. Verification Samples: For each finish product specified, minimum size 6 inches (150 mm) square, representing actual product, color, and patterns.

E. Test Reports: Chemical resistance testing, showing compliance with specified requirements.

F. Installation Instructions: Manufacturer's installation instructions and recommendations.

G. Maintenance Data: Manufacturer's instructions and recommendations for maintenance and repair of countertop surfaces.

1.05 QUALITY ASSURANCE

A. Fabricator Qualifications: Same fabricator as for cabinets on which tops are to be installed.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Store products in manufacturer's unopened packaging until ready for installation.

B. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

1.07 FIELD 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 absolute limits.

PART 2 PRODUCTS

2.01 COUNTERTOP ASSEMBLIES

A. Quality Standard: See Section 06 4100.

B. Natural Quartz and Resin Composite Countertops: Sheet or slab of natural quartz and plastic resin over continuous substrate.
   1. Flat Sheet Thickness: 1-1/4 inch (32 mm), minimum.
   2. Natural Quartz and Resin Composite Sheets, Slabs and Castings: Complying with ISFA 3-01 and NEMA LD 3; orthopthalic polyester resin, mineral filler, and pigments; homogenous, non-porous and capable of being worked and repaired using standard woodworking tools; no surface coating; color and pattern consistent throughout thickness.
      a. Factory fabricate components to the greatest extent practical in sizes and shapes indicated; comply with the MIA Dimension Stone Design Manual.
      b. Sinks: Separate units for undercounter mounting; minimum 3/4 inch (19 mm) wall thickness; comply with ANSI Z124.3.
      c. Finish on Exposed Surfaces: Polished.
      d. Color and Pattern: As indicated on drawings.
      e. Manufacturers:
         1) **Contract Documents are based on Cambria**; www.cambriausa.com.
         2) Wilsonart, LLC: www.wilsonart.com.
         3) Terrazzo & Marble Supply Companies: www.tmsupply.com.
         4) Substitutions: See Section 01 6000 - Product Requirements.
   3. Wall Panels: 1/2 inch (13 mm), and 3/4 inch (19 mm) thick.
   4. Other Components Thickness: 3/4 inch (19 mm), minimum.
   5. Back and End Splashes: Same sheet material, square top; minimum 4 inches (102 mm) high.

2.02 ACCESSORY MATERIALS

A. Medium Density Fiberboard for Supporting Substrate: ANSI A208.2.

B. Adhesives: Chemical resistant waterproof adhesive as recommended by manufacturer of materials being joined.

C. Joint Sealant: Mildew-resistant silicone sealant, white.

2.03 FABRICATION

A. Fabricate tops and splashes in the largest sections practicable, with top surface of joints flush.
   1. Join lengths of tops using best method recommended by manufacturer.
   2. Fabricate to overhang fronts and ends of cabinets 1 inch (25 mm) except where top butts against cabinet or wall.
   3. Prepare all cutouts accurately to size; replace tops having improperly dimensioned or unnecessary cutouts or fixture holes.

B. Provide back/end splash wherever counter edge abuts vertical surface unless otherwise indicated.
   1. Secure to countertop with concealed fasteners and with contact surfaces set in waterproof glue.
   2. Height: 4 inches (102 mm), unless otherwise indicated.

C. Wall-Mounted Counters: Provide skirts, aprons, brackets, and braces as indicated on drawings, finished to match.

D. Where countertop extends past wall, fabricate corner of countertop with radius; polish finish on exposed surfaces; radius corners indicated on drawings.

PART 3 EXECUTION

3.01 EXAMINATION

A. Do not begin installation until substrates have been properly prepared.

B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

C. Verify that wall surfaces have been finished and mechanical and electrical services and outlets are installed in proper locations.

3.02 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.

3.03 INSTALLATION

A. Securely attach countertops to cabinets using concealed fasteners. Make flat surfaces level; shim where required.

B. Seal joint between back/end splashes and vertical surfaces.

3.04 TOLERANCES

A. Variation From Horizontal: 1/8 inch in 10 feet (3 mm in 3 m), maximum.

B. Offset From Wall, Countertops: 1/8 inch (3 mm) maximum; 1/16 inch (1.5 mm) minimum.

C. Field Joints: 1/8 inch (3 mm) wide, maximum.

3.05 CLEANING

A. Clean countertops surfaces thoroughly.

3.06 PROTECTION

A. Protect installed products until completion of project.

B. Touch-up, repair or replace damaged products before Date of Substantial Completion.

END OF SECTION

SECTION 22 0502
PLUMBING PIPING SYSTEMS AND ACCESSORIES

PART 1 – GENERAL

1.01 WORK INCLUDED
A. Provide labor, materials, equipment and services to perform operations required for the complete installation and related Work as required in Contract Documents.

1.02 SUBMITTALS
A. Schedule of all pipe materials, fittings and connections to be utilized on this Project including product data for solder, flux and PVC solvent cement.

PART 2 - PRODUCTS
2.01 GENERAL
A. All piping and fittings used on this Project shall be new and marked with the manufacturer's name and shall comply with all applicable ASTM and ANSI Standards.
B. All water distribution pipe and fittings shall conform to NSF-61.
C. All drinking water system components, including pipe and fittings, shall conform to NSF-372.

2.02 COPPER PIPE AND SOLDER FITTINGS
A. Domestic Water Piping: Above ground - hard temper, ASTM B88; Type L as called for. Plans show copper tube sizes.
B. Sanitary Waste, Sanitary Vent and Indirect Waste Piping: Above ground - hard temper, ASTM B88; Type DWV as called for. Plans show copper tube sizes.
C. Copper is not allowed for urinal waste, above or below ground, no exceptions.
D. Tees, Elbows and Reducers: Wrought copper; solder end connections; ASTM B62, ASTM B16.22.
E. Unions And Flanges:
   1. 2-inch and smaller: Unions, solder type, wrought copper, ground joint, 150 lb. swp.
   2. 2-1/2-inch and larger: Flanged, wrought copper, companion type, ASME drilled, solder connection, 150 lb. swp.
F. Solder Materials: No-lead solder using alloys made from tin, copper, silver and nickel.
   1. No-lead solder and flux shall comply with requirements of NSF-372.
   2. Make: Harris "Bridgit", Lucas-Milhaupt Warwick "Silverbright 100", Canfield Technologies "100% Watersafe".

2.03 COPPER PIPE AND PRESS FITTINGS
A. Pipe Standard: Conforming to ASTM B75 or B88, Type ‘L’ as called for. Plans show copper tube sizes.
B. Fitting Standard: Conforming to ASME B16.18, ASME B16.22 or ASME B16.26.
C. Press Fitting: Copper press fittings shall conform to the material and sizing requirements of ASME B16.18 or ASME B16.22. O-rings for copper press fittings shall be EPDM and comply with NSF-61 requirements.

2.04 SOIL PIPE AND FITTINGS
A. Pipe: ASTM A74 service weight cast iron, coated.
B. Fittings: Service weight type with “push-on” type fittings with ASTM C564 extra heavy neoprene gasket of same manufacturer as piping.

C. No-Hub: (Allowed for above ground applications only).
   1. Pipe: ASTM A888 no-hub cast iron, coated.
   2. Fittings: Cast iron no-hub pattern with neoprene gasket and 24 gauge, Type 304 stainless steel clamp assembly; ASTM C1540.
      a. Make: Charlotte Pipe, Clamp-All, Husky, Tyler “Widebody”.

2.05 THERMOPLASTIC (PVC) PIPE AND FITTINGS (DRAINAGE)

A. Interior Thermoplastic Sewer (PVC):
   1. Pipe: ASTM D1784 material manufactured to ASTM D1785 Standards. Seamless Schedule 40 polyvinyl chloride (PVC) Type 1, Grade 1. Socket type weld couplings ASTM D2466, DR with integral bell end for solvent cementing ASTM D2672. Solvent cement - ASTM D2564.
   2. Fittings: Socket type cement weld fittings of same material and pressure class as adjoining pipe. ASTM D2466.

B. Solvent Cement: Cement shall have low VOC content.

2.06 SPECIAL FITTINGS

A. Cast Iron To Lead Pipe: Red brass ferrules and wiped joints. Caulk ferrule into cast iron hub.
B. Copper To Cast Iron: Cast bronze, cast iron to sweat adapter.
C. Copper To Steel Piping:
   1. Cast bronze copper to iron male or female adapter with shoulder for drainage piping only.
   2. Dielectric pipe fittings.
D. Steel To Cast Iron: Cast iron soil pipe connector with spigot and IPS male thread end (Manhoff fittings).
E. No-Hub, Cast Iron, Glass, Polypropylene or High Silicon Cast Iron: Proper adapter to piping being connected.

2.07 DIELECTRIC PIPE FITTINGS

A. Tensile strength, ASME B16.8, union 250 psi, or flange design, 175 psi, pressure rating, at 210 Deg. F, threaded or solder joint, constructed to prevent gasket from squeezing into internal opening.
B. Make: Epco, Capitol Manufacturing or Watts.

2.08 HANGERS, INSERTS AND SUPPORTS

A. Hangers, Inserts, Clamps: Carpenter & Patterson, Central Iron, B-Line, ITT Grinnell.
B. Hangers:
   1. Adjustable, wrought malleable iron or steel. Copper plated or PVC coated where in contact with copper piping. Cadmium plated or galvanized for exterior.
   2. Adjustable ring type where piping is installed directly on hanger for piping 3-inch and smaller.
   3. Adjustable steel clevis type for piping 4-inch and larger.
   4. Nuts and rods with electroplated zinc or cadmium (0.005 inch minimum) finish.

C. Spacing Schedule:

Pipe Size	Copper	Plastic	Rod Size
1" & smaller	6'	3’	3/8"
1-1/4” to 2"	8'	3’	3/8"
2-1/2” to 4"	10'	4’	5/8"
5” and 6”	10'	4’	3/4"
8" & larger	To suite loading conditions.		

Cast-iron pipe: Each horizontal joint, 5-feet maximum O.C.

D. Cast Iron No-Hub Supports:
   1. In accordance with manufacturers recommendations.
   2. Vertical piping supported at each stack base and at each floor. Freestanding vertical pipe should be adequately staked or braced during construction to maintain alignment. Bases of stacks shall be supported on concrete, brick laid in cement mortar, metal brackets attached to the building construction or by other methods approved by the Owner's Representative.
   3. Horizontal piping supported within 24 inch each side of the coupling joint at 10 foot intervals for 10 foot pipe lengths and at 5 foot intervals for 5 foot pipe lengths. Supports or hangers placed to maintain alignment and grade with provision made to prevent shear. Greater than 3 inch diameter pipe braced at changes of direction to prevent horizontal movement.

E. Piping systems with material not listed above, supported and protected in accordance with manufacturer's recommendations.

F. Inserts: Design equipment Grinnell Fig. #281, maximum loading 1000 lbs., galvanized finish, and Fig. #285, maximum loading 400 lbs. Make: Globestrut, Grinnell, Unistrut or B-Line.

G. Metal Stud Isolators: Design equipment Sioux Chief Series 558, high density polyethylene, flame retardant. Provide where piping penetrates studs within stud wall.

H. Supports:
   1. For weights under 1000 lbs.: "Drill-In" inserts equal to Phillips "Red Head" "U" Channel, beam clamps or other structurally reviewed support. The factor of safety shall be at least four. Follow manufacturer's recommendations.
   2. For weights above 1000 lbs.: Drill through floor slabs and provide flat flush plate welded to top of rod or provide additional "Drill-In" inserts and hangers to reduce load per hanger below 1000 lbs.
   3. For metal decks: Drill hole through for hanger rods and imbed a welded plate in concrete or use Phillips "Red Head" devices designed for this application, with a safety factor of four.

I. Trapeze Hangers:
   1. For plumbing systems only.
   2. Hangers shall be supported with rod sized with a safety factor of four.
   3. May be manufactured type "U" shaped channel, or suitable angle iron or channel.
   4. Securely fasten piping to trapeze with "U" bolt or straps, dissimilar metals shall not touch, use isolation gaskets.
   5. Make: Globestrut, Kindorf, Unistrut, B-Line.

2.09 PIPING ACCESSORIES

A. Escutcheon Plates: Steel or cast iron polished chrome, split hinge type with setscrew, high plates where required for extended sleeves. Chrome plated in finished areas and at plumbing fixtures.

B. Cleanout plugs, bushings, nipples, required for instruments and gauges to be brass.

2.10 FIRESTOP SYSTEM FOR OPENINGS THROUGH FIRE RATED WALL FLOOR ASSEMBLIES

A. Materials for firestopping seals shall be listed by an approved independent testing laboratory for "Through-Penetration Firestop Systems". The system shall meet the standard fire test for Through-Penetration Firestop Systems designated ASTM E814.

B. Firestop system seals shall be provided at locations where piping pass through fire rated wall, floor/ceiling, or ceiling/roof assembly.

C. Minimum required fire resistant ratings of the assembly shall be maintained by the Firestop System. Installation shall conform to the manufacturer's recommendations and other requirements necessary to meet the testing laboratory's listing for the specific installation.

2.11 PIPING MATERIALS AND SCHEDULE

A. See Exhibit "A", "Schedule of Piping Materials" at end of this Section for Plumbing piping.

PART 3 – EXECUTION

3.01 EQUIPMENT AND SYSTEMS

A. Install equipment and systems in accordance with provisions of each applicable Section of these Specifications, and Local/State Codes/Regulations having jurisdiction.
B. Accurately establish grade and elevation of piping before setting sleeves.
C. Install piping without springing or forcing (except where specifically called for), making proper allowance for expansion and anchoring.
D. Arrange piping at equipment with necessary offsets, unions, flanges, and valves, to allow for easy part removal and maintenance.
E. Offset piping and change elevation as required, to coordinate with other Work. Avoid contact with other mechanical or electrical systems. Make changes in direction and branch connections with fittings.
F. Provide adequate means of draining and venting units, risers, circuits and systems.
G. Conceal piping unless otherwise called for. Do not install valves, unions and flanges in inaccessible locations.
H. Ream pipes after cutting and clean before installing. Cap or plug equipment and pipe openings during construction.
I. Install piping parallel with lines of building, properly spaced to provide clearance for insulation.
J. Materials within a system and between systems shall be consistent. If this is not possible, install dielectric fittings.
K. Plastic pipe is prohibited in plenums and stairs. Plastic pipe shall not be installed exposed in places of assembly.

3.02 HANGERS, INSERTS AND SUPPORTS

A. Piping shall not be supported by wires, band iron, chains, other piping or by vertical expansion bolts. Support piping with individual hangers from concrete inserts, welded supports, or beam clamps of proper configuration and loading design requirements for each location; replace if not suitable. Follow manufacturer's safe loading recommendations. Suspend with rods of sufficient length for swing, using proper diameter rod for pipe size.
B. Provide additional structural steel members, having one coat rustproof paint, where

required for proper support.

C. Provide oversized hangers where insulation/supports must pass between pipe and hanger.
D. Provide continuous support or extra supports for plastic pipe per manufacturer's requirements.
E. Hangers, when attached to joists, shall only be placed at the top or bottom chord panel point. Only concentric type hangers are permissible; "C" type not permitted on joists.
F. Provide riser clamps for each riser at each floor.
G. Use trapeze hangers where a group of piping can be installed.

3.03 PIPE CONNECTIONS

A. No-Lead Solder Connections: Nonacid flux and clean off excess flux and solder.
B. Threaded Connections: Clean out tapering threads, made up with pipe dope; screwed until tight connection. Pipe dope must be specifically selected for each application.
C. Dielectric Pipe Fittings: Protect fittings from excessive heat.
D. Press Fitting Connections: Copper press fittings shall be made in accordance with the manufacturer’s installation instructions. The tubing shall be fully inserted into the fitting and the tubing marked at the shoulder of the fitting. The fitting alignment shall be checked against the mark on the tubing to assure the tubing is fully engaged (inserted) in the fitting. The joints shall be pressed using the tool approved by the manufacturer.
E. Solvent Cement Connections: Comply with manufacturer’s written installation guidelines and instructions. Solvent cement shall have low VOC content.

3.04 ESCUTCHEON PLATES

A. Provide polished chrome escutcheon plates for all exposed piping passing through floors, walls or ceilings, in all rooms except in Boiler, Fan and Mechanical Rooms.

3.05 TESTS

A. Refer to other Sections for testing of Plumbing Systems.

3.06 PIPE LINE SIZING

A. Pipe sizes called for are to be maintained. Pipe size changes made only as reviewed by Owner's Representative. Where discrepancy in size occurs, the larger size shall be provided.

EXHIBIT "A" - PIPING MATERIALS (PLUMBING)
(Notes at end of Exhibit "A")

Service	Pipe Materials	Fittings	Connections
Domestic water interior hot and cold piping mains 4" and smaller	Type L copper	Wrought copper	No-lead solder
		Wrought copper	Press-Fit
Sanitary, Sanitary Vent and Storm (not buried) SEE NOTE 1	Service weight cast iron	Cast iron hub and spigot	Neoprene gasket compression type
		No-Hub	No-Hub neoprene gasket and stainless steel clamp
	Type DWV copper	Wrought copper	No-lead solder
	Schedule 40 PVC -DWV	Schedule 40 PVC-DWV	Solvent
Indirect Waste	Type DWV copper	Wrought copper	No-lead solder

NOTES FOR EXHIBIT A:

NOTE 1: PVC piping is not allowed within return air plenums. No exceptions.

END OF SECTION

SECTION 22 0523
GENERAL DUTY VALVES FOR PLUMBING PIPING

PART 1 – GENERAL

1.01 WORK INCLUDED
A. Provide labor, materials, equipment and services to perform operations required for the complete installation and related Work as required in Contract Documents.

1.02 SUBMITTALS
A. All valves and accessories listed under “Part 2 – Products” of this Section.
   1. Submit cut sheets, specifications and dimensioned drawings.
   2. Show compliance with ANSI/NSF-372 for valves intended to supply drinking water.

PART 2 – PRODUCTS

2.01 VALVES
A. General: Valves shall have following requirements:
   1. Working pressure stamped or cast on bodies per MSS SP-25.
   2. Stem packing serviceable without removing valve from line and shall be free of asbestos.
   3. Valves intended to supply drinking water shall comply with requirements of ANSI/NSF-61 and ANSI/NSF-372.

B. Makes:
   1. Check valves: Watts, Milwaukee, Hammond or Nibco.
   2. Ball valves: Watts, Hammond, Milwaukee or Nibco.
   3. To establish a standard of quality and identify features, certain manufacturer's numbers are given in the following paragraphs.

C. Swing Check Valves:
   1. 2-inch and smaller: Bronze, 200# WOG. Threaded ends, Watts model #LFCV. Solder ends, Watts model #LFCVS. Provide in horizontal positions only.

D. Silent (Spring) Check Valves:
   1. 2-inch and smaller: Bronze body, PTFE disc, stainless steel spring and stem, 250# swp. Threaded ends, Nibco model #T-480-Y-LF. Solder ends, Nibco model #S-480-Y-LF. Provide in vertical or horizontal position.

E. Ball Valves:
   1. 2-inch and smaller: Lead-free brass body with hard chrome-plated lead-free brass ball and stem, full port opening, teflon seats, end entrance, 600 #WOG, 150 #WSP. Threaded ends, Watts model #LFFBV-3C. Solder (sweat) ends, Watts model #LFFBVS-3C.
      a. Valve shall have separate packing nut and handle nut.

F. Hose Thread Drain Valves:
   1. Lead-free copper silicon alloy body with 2-piece full port brass ball valve. Female NPT x 3/4 inch hose end, brass cap with polypropylene tether chain, 600 #WOG. Design Equipment: Watts model #LFFBVS-3C-CC.

PART 3 - EXECUTION

3.01 INSTALLATION

A. General:

1. Provide valves of type called for and where required to service equipment and fixtures.
2. Use extreme care and caution when soldering valve connections to piping to prevent valve seat damage. Apply heat with the flame directed away from the center of the valve body. Inspect all valves after soldering, tighten valve packing nut and make adjustments if required to ensure valve operates properly. Replace all damaged valves.
3. Install Press Fitting connection type ball valves in accordance with manufacturer's written installation instructions. Installer shall be a qualified installer; trained per the manufacturer's requirements.
   a. Ball valves shall be installed using the proper tool, actuator, jaws and rings as instructed by the manufacturer.
4. Provide valves at major building and system sections and where shown on the Contract Drawings.
5. Provide extended stem on insulated valves so valve handle is outside of insulation.
6. Locate valves with stems at or above horizontal positions and swing check valves in horizontal position only. Provide vertical lift check valves only in vertical positions.
7. Ball valves shall be used for water service through 4-inch unless otherwise noted.
8. Install balance valves as recommended by the manufacturer. Provide recommended pipe diameter clearance upstream and downstream from each balance valve provided.
9. Provide hose threaded drain valves at all low points, strainers, equipment, and as called for on the Contract Drawings.

END OF SECTION

SECTION 22 0700
PLUMBING INSULATION

PART 1 – GENERAL

1.01 WORK INCLUDED
A. Provide labor, materials, equipment and services to perform operations required for the complete installation and related Work as required in Contract Documents.

1.02 SUBMITTALS
A. Manufacturer data. Schedule of insulation applications.

PART 2 - PRODUCTS

2.01 GENERAL
A. Insulation, Jackets, Adhesives, And Coatings, Shall Comply With The Following:
1. Treatment of jackets or facings for flame and smoke safety must be permanent. Water soluble treatments not permitted.
2. Insulation, including finishes and adhesives on the exterior surfaces of pipes and equipment, shall have a flame spread rating of 25 or less and a smoke developed rating of 50.
3. Asbestos or asbestos bearing materials not permitted.

2.02 PIPE INSULATION (RIGID TYPE)
A. Preformed rigid sectional pipe covering, 4 lb. nominal density fiberglass. Maximum thermal conductivity (k), on a flat surface, shall be 0.25 Btu/sq. ft. hr. ^{o}F/in. at 75°F mean temperature. White Kraft outer surface bonded to aluminum foil and reinforced with fiberglass yarn.

2.03 PLASTIC JACKETING
A. PVC jacket, 20 mill thickness. Solvent adhesive welded joints.

2.04 MAKE
A. Fiberglass: Certainteed, Knauf, Manville, Owens-Corning, or approved equal.
B. Adhesives: Benjamin Foster (BF), Mono-Eco, Tremco; numbers designate quality of adhesive.

2.05 MATERIALS AND SCHEDULES
A. See Exhibits at the end of this section.

PART 3 – EXECUTION

3.01 GENERAL REQUIREMENTS

A. Provide Thermal Insulation:
   1. Insulation is required on piping and equipment unless otherwise called for.
   2. Only on clean, dry surfaces and after work has been tested.
   3. On cold surfaces with continuous unbroken vapor seal.
   4. Exposed surfaces shall be white.
   5. All piping shall be individually insulated.

B. Do not cover inspection stampings, openings, petcocks, hand-holes, manholes, access doors, plugged outlets, air vents, plugged openings or petcocks.

3.02 PIPE INSULATION

A. Insulate piping systems including fittings, valves, flanges, unions, strainers, and other attachments installed in piping system, whether exposed or concealed.

B. Piping within Exterior Walls, Spaces, Overhangs and/or where subject to freezing: Insulate pipe with double the thickness called for.
   1. Piping In Wall Chases: In addition to the above, pack chase with loose glass fiber insulation.

C. Plumbing Equipment:
   1. Install insulation on exposed hot and cold plumbing piping to within 18 in. of fixture or equipment connection.
   2. Insulate exposed domestic hot water and waste piping for plumbing fixtures designated for use by the handicapped. Refer to section 22 4000 – “Plumbing”.

D. Joints In Section Pipe Covering Made As Follows:
   1. Standard: Longitudinal laps and butt joint sealing strips cemented with BF 85-20 or factory applied pressure sensitive adhesive lap seal. Stapled with outward clinching staples.
   2. Vapor barrier: For cold services, Longitudinal laps and 4 in. vapor barrier strip at butt joints shall be sealed with white BF 85-20. Seal ends of pipe insulation at valves, flanges, and fittings with white BF 85-20.

E. Fittings, Valves And Flanges:
   1. Hot and cold water:
      a. Concealed: Insulating cement of the same thickness as adjacent pipe insulation. Cold water to be vapor sealed with BF 30-36 "Seal-Fas".
      b. Exposed: Pre-molded fitting covers of the same material and thickness as the adjacent pipe insulation and finished with glass cloth applied and coated with BF 30-36 "Seal-Fas."
   2. Optional: In lieu of the standard method above, the Contractor has the option of using Zeston, Ceel-Tite System, or Proto. Tape all joints at covers.

3.03 EXISTING INSULATION

A. Patch and/or replace existing insulation damaged or discovered missing during the course of the work.

EXHIBIT "I" - PIPE INSULATION MATERIALS
(Notes are at end of Exhibit I)

SERVICE	INSULATION MATERIAL	PIPE SIZE	INSULATION THICKNESS	REMARKS
Domestic cold water	Glass fiber	2" and smaller	1/2"	
Domestic hot water (up to 140°)	Glass fiber	1" and less Runouts	1” 1”	As required per the Energy Conservation Construction Code See Notes.
Domestic hot water recirculation (up to 140°)	Glass fiber	All sizes	1"	As required per the Energy Conservation Construction Code See Notes.

NOTES FOR EXHIBIT “I”:

Note 1: Run-outs are defined as piping branches up to 10 feet long, serving a single fixture.

.

END OF SECTION

SECTION 22 4000
PLUMBING FIXTURES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Water closets.

B. Urinals.

C. Lavatories.

D. Sinks.

1.02 RELATED REQUIREMENTS

A. Section 06 4100 - Architectural Wood Casework: Preparation of counters for sinks and lavatories.

B. Section 07 9200 - Joint Sealants: Sealing joints between fixtures and walls and floors.

C. Section 22 0502 - Plumbing Piping Systems and Accessories.

D. Section 26 0519 – Low-Voltage Cables.

1.03 REFERENCE STANDARDS

A. ADA Standards - Americans with Disabilities Act (ADA) Standards for Accessible Design; 2010.

B. ASME A112.6.1M - Supports for Off-the-Floor Plumbing Fixtures for Public Use; The American Society of Mechanical Engineers; 1997 (Reaffirmed 2002).

C. ASME A112.18.1 - Plumbing Supply Fittings; The American Society of Mechanical Engineers; 2012.

D. ASME A112.19.1 - Enamelled Cast Iron and Enamelled Steel Plumbing Fixtures; 2013

E. ASME A112.19.2 - Ceramic Plumbing Fixtures; The American Society of Mechanical Engineers; 2013.

F. ASME A112.19.4M - Porcelain Enameled Formed Steel Plumbing Fixtures; The American Society of Mechanical Engineers; 1994 (R2004).

G. ASME A112.19.5 - Flush Valves and Spuds for Water-Closet Bowls, Urinals, and Tanks; The American Society of Mechanical Engineers; 2011.

H. NSF 61 - Drinking Water System Components - Health Effects; 2014.

I. NSF 372 - Drinking Water System Components - Lead Content; 2011.

1.04 SUBMITTALS

A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

B. Product Data: Provide catalog illustrations of fixtures, sizes, rough-in dimensions, utility sizes, trim, and finishes.

C. Manufacturer's Instructions: Indicate installation methods and procedures.

D. Maintenance Data: Include fixture trim exploded view and replacement parts lists.

E. Warranty: Submit manufacturer warranty and ensure forms have been completed in Owner's name and registered with manufacturer.

F. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
   1. See Section 01 6000 - Product Requirements, for additional provisions.

1.05 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing the type of products specified in this section, with minimum three years of documented experience.

1.06 REGULATORY REQUIREMENTS

1.07 DELIVERY, STORAGE, AND HANDLING

A. Accept fixtures on site in factory packaging. Inspect for damage.

B. Protect installed fixtures from damage by securing areas and by leaving factory packaging in place to protect fixtures and prevent use.

1.08 WARRANTY

A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.

PART 2 PRODUCTS

2.01 GENERAL

A. Potable Water Systems: Provide plumbing fittings and faucets that comply with NSF 61 and NSF 372 for maximum lead content; label pipe and fittings.

2.02 FLUSH VALVE WATER CLOSETS

A. Water Closets: Vitreous china, ASME A112.19.2, floor mounted, siphon jet flush action, china bolt caps.
   1. Flush Valve: Exposed (top spud).
   2. Flush Operation: Sensor Operated
   3. Handle Height: 44 inches (1117 mm) or less.
   4. Manufacturers:
      a. **Basis of Design**: Afwall Millennium Flowise elongated flushometer toilet; model 2257.101 by American Standard, Inc; www.americanstandard-us.com
      b. Kohler Company; www.kohler.com.
      c. Substitutions: See Section 01 6000 - Product Requirements.

B. Flush Valves: ASME A112.18.1, diaphragm type, complete with vacuum breaker stops and accessories.
   1. Sensor-Operated Type: Solenoid operator, battery powered, infrared sensor and over-ride push button.
   2. Exposed Type: Chrome plated, escutcheon, integral screwdriver stop.
   3. Manufacturers:
      a. **Basis of Design**: Hybridflush top mount automatic/ manual water closet flushometer model AEF-801-CT-16 by AMTC.
      b. Substitutions: See Section 01 6000 - Product Requirements.

C. Seats:
   1. Manufacturers:
      a. American Standard, Inc; www.americanstandard-us.com.
      b. Bemis Manufacturing Company;www.bemismfg.com.
      c. Substitutions: See Section 01 6000 - Product Requirements.
   2. Solid white plastic, open front, extended back, self-sustaining hinge, brass bolts, with cover.

2.03 WALL HUNG URINALS

A. Wall Hung Urinal Manufacturers:
   1. **Basis of Design**: Washbrook Flowise universal urinal by American Standard, Inc: www.americanstandard-us.com.
   2. Kohler Company: www.kohler.com.
   3. Substitutions: See Section 01 6000 - Product Requirements.

B. Urinals: Vitreous china, ASME A112.19.2, wall hung with side shields and concealed carrier.
   1. Flush Volume: 1.0 gallons (3.7 liters), maximum.
   2. Flush Valve: Exposed (top spud).

3. Flush Operation: Sensor operated.
4. Trap: Integral.

C. Flush Valves: ASME A112.18.1, diaphragm type, complete with vacuum breaker stops and accessories.
1. Sensor-Operated Type: Solenoid operator, battery powered, infrared sensor and over-ride push button.
2. Exposed Type: Chrome plated, escutcheon, integral screwdriver stop.
3. Manufacturers:
a. **Basis of Design**: Hybridflush top mount automatic/ manual urinal flushometer model AEF-801-CU-10 by AMTC.
b. Substitutions: See Section 01 6000 - Product Requirements.

2.04 LAVATORY

A. **Basis of Design**: Kohler, Verticyl Rectangle Under-mount Bathroom Sink; Model K-2882; Color White; Size 17-1/4” x 13”.

B. Lavatory Manufacturers:
1. American Standard, Inc: www.americanstandard-us.com.
2. Toto: www.totousa.com.
3. Substitutions: See Section 01 6000 - Product Requirements.

2.05 FAUCET

A. **Basis of Design**: Hybridflo automatic faucet, model AEF-301 by AMTC.

1. Provide alternate power option: Plug-in 6 volt AC power adapter with extension, model AD01-3 by AMTC. One adapter to power up to 4 faucets per manufacturer.

1. Provide adjustable tubular p-traps, lavoratory grid drains, low lead lavatory supply kits by ProFlo for each faucet installed.

2. Provide and install a thermostatic mixing valve, model TMV by AMTC for each faucet installed.

B. Lavatory Manufacturers:
1. Moen, Inc: www.moen.com.
2. Kohler Company: www.kohler.com.
3. Substitutions: See Section 01 6000 - Product Requirements.

2.06 SOAP DISPENSER

A. **Basis of Design**: Automatic lavatory mounted foam soap dispenser, model B-8263 by Bobrick Washroom Equipment, Inc.

1. Provide alternate power option: Bobrick AC adapter kit #319308. One adapter to power up to 6 soap dispensers from a single source.

2. Provide one Bobrick wire #319309 for each soap dispenser to connect to adapter.

B. Soap Dispenser Manufacturers:
1. **Basis of Design**: Bobrick Washroom Equipment, Inc.
2. AMTC
3. Substitutions: See Section 01 6000 - Product Requirements.

2.07 Floor Drain

A. Type FD: (Toilet Rooms)

1. Coated cast iron body with bottom outlet, vandal-proof secured 6x6 inch square strainer composed of polished nickel bronze, flashing clamp and collar and drain weep-holes. Verify type of outlet required on a per location basis before ordering drains.

2. Make: Zurn Model #ZN-415-6S-VP.

   a. Substitutions: See Section 01 6000 - Product Requirements.

3. Provide an inline floor drain trap seal insert. Size as indicated on the drawings. Verify outlet size on a per location basis before ordering insert.

4. Make: Sure Seal model #SS3000 or approved equal.

2.08 Deck Plate Cleanout

A. Deck Plate Cleanout (DPCO) - Floors

1. Coated cast iron body with round scoriated and polished nickel bronze top, vandal-proof feature, adjustable leveling feature, bronze plug and flashing clamp, carpet marker or tile cover as required and anchor flange with clamp collar. All connections and fittings to be gas and water tight.

2. Make: Zurn Model #ZN-1400-BP-KC.

   a. Substitutions: See Section 01 6000 - Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that walls and floor finishes are prepared and ready for installation of fixtures.

B. Verify that electric power is available and of the correct characteristics.

C. Confirm that millwork is constructed with adequate provision for the installation of counter top lavatories and sinks.

3.02 INSTALLATION

A. Install each fixture with trap, easily removable for servicing and cleaning.

B. Provide chrome plated rigid or flexible supplies to fixtures with loose key stops, reducers, and escutcheons.

C. Install components level and plumb.

D. Solidly attach water closets to floor with lag screws. Lead flashing is not intended hold fixture in place.

3.03 INTERFACE WITH WORK OF OTHER SECTIONS

A. Review millwork shop drawings. Confirm location and size of fixtures and openings before rough-in and installation.

3.04 ADJUSTING

A. Adjust stops or valves for intended water flow rate to fixtures without splashing, noise, or overflow.

3.05 CLEANING

A. Clean plumbing fixtures and equipment.

B. See Section 01 7419 - Construction Waste Management and Disposal, for additional requirements.

3.06 PROTECTION

A. Protect installed products from damage due to subsequent construction operations.

B. Do not permit use of fixtures by construction personnel.

C. Repair or replace damaged products before Date of Substantial Completion.

3.07 SCHEDULES

A. Coordinate fixture count and schedule with base bid and alternates.

END OF SECTION

APPLICATION FOR PAYMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The Contractor for this work shall be held to have read: all of the Bidding Requirements, all of the County of Erie General Conditions, the Supplementary General Conditions, Information for Bidders, Division 1 and Contract Proposal Forms before submitting a tender for the proposed work, and in the execution of the work, he will be bound by all of the conditions and requirements therein.

B. Drawings and general provisions of the Contract, Division 01 Specification Sections, apply to this Section. All work shall comply with New York State Building Codes 2010 Edition.

1.2 GENERAL REQUIREMENTS

A. The Contractor shall submit an Application for Payment in accordance with the requirements stated in the General Conditions of the Contract Specifications and as indicated below.

B. During Construction, Monthly Applications for Payment will be approved only at the scheduled bi-weekly Project Construction Meetings.

C. All copies must have original signatures.

1.3 REVIEW PROCEDURE

A. The Contractor, Architect/Engineer, Construction Inspector, and Construction Manager (when applicable) must review all Preliminary Requests for Payment (Pencil Copies) prior to submission of the Monthly Application for Payment.

B. After the Pencil Copies are approved, the Contractor shall forward their Monthly Application for Payment with all the required documents to the Architect/Engineer.

C. The Architect/Engineer must review the Applications for Payment to ensure that they are mathematically accurate and that all the required documents are included.

D. If any of the required documentation is missing or inaccurate, the Application for Payment shall be rejected and returned to the Contractor. Such action will be recorded in the minutes of the Project Meeting. Rejected Applications for Payment must be corrected and re-submitted to the Architect/Engineer and will not be reviewed until the next Project Meeting.

E. If the required documentation is complete and accurate the Monthly Application for Payment will be approved and signed, by all parties, at the Project Meeting.

F. The Department of Public Works, Office of the Commissioner will receive and log-in the approved Monthly Application for Payment when received.

1.4 REQUIRED DOCUMENTS

The Contractor's Monthly Application for Payment **must include**:

A. Stapled sets:

- **Three (3) sets comprised of the following:**

1. Invoice: Printed on the Contractor's own Letterhead.
2. Certificate for Payment: Signature sheet for payment certification and approval.
3. Request for Payment Worksheets: Labor and material costs itemized by Division of Work.
4. Interim Waiver of Lien and Claim: Affixed with notary stamp
5. Contractor's/Sub-Contractor's Payment Certification: one (1) form from each Prime Contractor and one (1) form from each Sub-Contractor, each affixed with notary stamps.

ALL SIGNATURES ON ALL FORMS NOTED ABOVE MUST BE ORIGINAL SIGNATURES

- **One (1) set of originals comprised of the following:**

1. Payroll Records, one (1) form from each Prime Contractor and one (1) form from each Sub-Contractor.
2. Cumulative Monthly Employment Utilization Report, one (1) form from the Prime Contractor that includes reporting data from all Sub-Contractors.
3. Minority MBE/WBE Utilization Forms, one (1) copy of: part B - at 30% completion; Part C - at 75% completion and Part D - at 100% completion from the Prime Contractor only.
4. Certification for Stored Materials, one (1) copy, when applicable.

1.5 DISTRIBUTION

A. On a monthly basis, the Prime Contractor must mail separately, one (1) copy of the Cumulative Monthly Employment Utilization Report and separately, one (1) copy of the Minority MBE/WBE Utilization Forms to the Erie County Division of Equal Employment Opportunity, 95 Franklin St., Buffalo, New York, 14202.

1.6 STANDARD FORMS

A. THE ERIE COUNTY DEPARTMENT OF PUBLIC WORKS' STANDARD FORMS MUST BE USED IN ALL APPLICATIONS FOR PAYMENT. AIA (AMERICAN INSTITUTE OF ARCHITECTS) FORMS OR ANY OTHER FORMS WILL NOT BE ACCEPTED IN LIEU OF THE ABOVE. THE STANDARD FORMS ARE ANNEXED HERETO FOR CONTRACTOR'S REFERENCE AND USE.

CONTRACTOR PAYMENT CHECKLIST

PROJECT NAME: _____ PAYMENT NO.: _____

DPW PROJECT NO.: _____ CONTRACTOR NAME: _____ DATE: _____

*Prime/Sub-Contractor Name	Cert. For Payment CFP-1	Contractor Payment Certification CPC-1	Minority Utilization C257	Interim Waiver of Lien and Claim IW-1	MBE/WBE Utilization Part B-30%	MBE/WBE Utilization Part C-75%	MBE/WBE Utilization Part D-100%	Certified Payroll Records	*Subs Included in this Pay App.	Comments

*Prime Contractor shall list all sub-contractors included in their scope of work and shall make a check mark (Subs included column) for those sub-contractors covered under this payment application. Refer to Section 01150 - Application for Payment for additional payment information, requirements and procedures for Reduction in Retention and Final Payment.

SAMPLE INVOICE
(ON YOUR OWN LETTERHEAD)

X.Y.Z. CO., INC.
499 Elm Avenue
P.O. BOX 9-C
Buffalo, NY 14000
Telephone: (716) 666-8888

Date: January 1, 2016

Payment No.: ___

To: COUNTY OF ERIE
DEPARTMENT OF PUBLIC WORKS – OFFICE OF THE COMMISSIONER
14TH FLOOR
95 FRANKLIN STREET, ROOM 1408
BUFFALO, NY 14202

Re: PROJECT NAME: _____
DPW PROJECT NO.: _____
BILLING PERIOD: _____

ORIGINAL CONTRACT AMOUNT:		$	0.00
CHANGE ORDER:	NO.: _____	$	0.00
	NO.: _____	$	0.00
	NO.: _____	$	0.00
CONTRACT SUM TO DATE:		$	0.00

Total Complete to Date:	$	0.00
Less 5% Retainage	$	0.00
Total Earned less Retainage	$	0.00
Less Previous Payments	$	0.00
Current Amount Due:	$	0.00

VENDOR NO: _____
CE/PO NUMBER: _____
CONTRACT DOC NO: _____
SAP WBS NO: _____

CERTIFICATE FOR PAYMENT

PROJECT NAME:

CONTRACTOR NAME:

DPW PROJECT NO.: **PAYMENT NO.:**

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

AMOUNT CERTIFIED ..... $

Contractor Company Name	Contractor Representative's Name	Signature	Date
Architect/Engineer Firm Name	Architect/Engineer Representative's Name	Signature	Date
Construction Inspector (Owner)	Construction Inspector (Owner) Name	Signature	Date
Erie County DPW Project Manager (Owner)	Project Manager (Owner) Name	Signature	Date

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

AFP (01/16)

REQUEST FOR PAYMENT - WORKSHEETS

PROJECT NAME: _____ **SHEET#:** _____ **OF** _____

CONTRACTOR NAME: _____ **DPW PROJECT NO.:** _____ **PAYMENT NO.:** _____

ARCHITECT/ENGINEER NAME: _____ **CONTRACT FOR:** _____ **DATE:** _____

ITEM NO.	ITEM	ITEM PRICE		PERCENT COMPLETE		AMOUNT COMPLETE TO DATE		AMOUNT PREVIOUSLY BILLED		AMOUNT THIS BILLING		AMOUNT UNBILLED	
		L	M	L	M	L	M	L	M	L	M	L	M
PREVIOUS SUBTOTAL(If Applicable)													
SHEET SUBTOTAL													

REQUEST FOR PAYMENT - WORKSHEETS

PROJECT NAME: _____ **SHEET#:** _____ **OF** _____

CONTRACTOR NAME: _____ **DPW PROJECT NO.:** _____ **PAYMENT NO.:** _____

ARCHITECT/ENGINEER NAME: _____ **CONTRACT FOR:** _____ **DATE:** _____

ITEM NO.	ITEM	ITEM PRICE		PERCENT COMPLETE		AMOUNT COMPLETE TO DATE		AMOUNT PREVIOUSLY BILLED		AMOUNT THIS BILLING		AMOUNT UNBILLED	
		L	M	L	M	L	M	L	M	L	M	L	M
PREVIOUS SUBTOTAL(If Applicable)													
	Record Drawings.												
	Oper. & Maint. Man.												
CONTRACT TOTAL													

NO.	APPLIED CHANGE ORDERS												
ADJUSTED TOTAL													

INTERIM WAIVER OF LIEN AND CLAIM

To: County of Erie

(Owner)

From:

(Name of Contractor Company)

(Address of Contractor Company)

Project:

The undersigned Contractor Company (hereinafter "Contractor"), for and in consideration of the sum of $ _____ being payment for any and all work performed, services rendered and / or materials furnished with respect to the aforementioned Project, under all contracts, orders and instructions, including extras, written, and for other goods and valuable consideration paid by Owner, the receipt and sufficiency of which is hereby acknowledged, hereby covenants and warrants:

1. Contractor does hereby waive, release and relinquish any and all claims, demands and rights of lien to the extent of the amount shown hereon and previously paid for all work, labor, materials, machinery or other goods, equipment or services done, performed or furnished for the construction located at the project described above.
2. Contractor warrants that it has not been delayed in the performance of its works to date and that it has incurred no extra costs in connection herewith. The undersigned specifically waives, relinquishes and releases any and all claims incurred or alleged in connection with its work to date except only those claims, if any, previously denominated as claims and warrants and represents that any and all valid labor and / or materials and equipment bills, now due and payable, on the project herein above described on behalf of the undersigned have been paid in full to date of this waiver, or will be paid from these funds.
3. Contractor hereby agrees to indemnify and defend the Owner and to hold them free and harmless from any and all loses, claims, damages and expenses, including attorney's fees, arising directly or indirectly from any inaccuracy recited in the facts herein, from any failure to the Contractor to pay in full all sums due its laborers, subcontractors, material men and suppliers on the project, or from any liens against the project moneys filed by any such laborer, subcontractor, material men or suppliers.

Total Contract to Date: $

Due on Total Contract (after above payment): $

Contractor	**Notary Public**
	Sworn to before me on this _____ Day of
Print Name:	_____
Signature:	**Signature:**
Title:	(Affix Notary Stamp)

DEPARTMENT OF PUBLIC WORKS
COUNTY OF ERIE

CONTRACTOR'S/SUB-CONTRACTOR'S PAYMENT CERTIFICATION

TO THE COMPTROLLER OF THE COUNTY OF ERIE, NEW YORK

Pursuant to the _____ work
(type of construction work)

for the _____ shown
(project name)

on the attached payment request, I certify as follows:

(1) That the following constitute all sub-contractors employed by me on this work during the period covered by this request (Any sub-contractor named below must also submit this form separately. If none, so state):

Name	Address

(2) That the following constitute all claims for material and/or supplies used by me on this work, which are due and payable and have not been paid (If none, so state):

Name	Address

(3) That the following constitute all laborers employed by me on this work who are unpaid and the amount due each (If none, so state):

Name	Address	Amount

(4) That all employees engaged by me on this work have been paid the prevailing rate of wages on prevailing rate schedule case (PRC) no. _____.

Dated: _____

Contractor Name: _____

Print Name: _____

Signature: _____

Title: _____

State of New York}
County of Erie }

_____being duly sworn, deposed and says, that he is the _____ of the above Company; that he has read the above statement; that he knows the contents thereof, and that the same is true of his own knowledge.

_____
SIGNATURE OF NOTARY PUBLIC

AFP (01/16)

(Affix Notary Stamp)

Cumulative Monthly Employment Utilization Report

DPW Project No.:

Project Name:

Erie County Department of Public Works

This report is required by the Erie County Division of Equal Employment Opportunity pursuant to Executive Order 11246, Sec. 203. Failure to report can result in contracts being cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Erie County contracts.

1. Erie County

INSTRUCTIONS ON NEXT PAGE

2. Current Goals		3. Reporting Period		4. Name and Location of Company Reporting	List Worksite Addresses / Location
Minority	___	From:	_____	_____	_____
Female	___	To:	_____	_____	_____

5. CONSTRUCTION TRADE (Including Laborers)	CLASSIFICATION	6. TOTAL CONSTRUCTION WORK HOURS																	
		6a. Total All Hours by Trade (Hours)		6b. Black (Not of Hispanic Origin) (Hours)		6c. Hispanic (Hours)		6d. Asian or Pacific Islander (Hours)		6e. American Indian or Alaskan Native (Hours)		7. Minority Percentage of Total Hours (%)		8. Female Percentage of Total Hours (%)		9. Total Number of Employees		10. Total Number of Minority Employees	
		M	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**Current**	**Previous**	**Current**	**Previous**	**M**	**F**	**M**	**F**
Office Staff	Professional																		
	Technician																		
	Clerical																		
	Subtotal																		
	Journey Worker																		
	Apprentice*																		
	Other																		
	Subtotal																		
	Journey Worker																		
	Apprentice*																		
	Other																		
	Subtotal																		
	Journey Worker																		
	Apprentice*																		
	Other																		
	Subtotal																		
Subtotal of Page or Total of All Pages	Journey Worker																		
	Apprentice*																		
	Other/Office Staff																		
	Total																		

11a. Apprentice Percentage of Total Hours (%) **(Current)***:	

AFP (01/16)

This report represents all of the hours worked by this company's construction employees and any of its sub-contractors at the construction worksite indicated above for this reporting period.	11b. Apprentice Percentage of Total Hours (%) **(Previous)***:		
Company Official's Signature and Title	Telephone Number (include Area Code)	Date Signed	Page _ of __

INSTRUCTIONS FOR FILING CUMULATIVE MONTHLY EMPLOYMENT UTILIZATION REPORT

THE CUMULATIVE MONTHLY UTILIZATION REPORT IS TO BE COMPLETED BY EACH CONTRACTOR (BOTH PRIME AND SUB) AND SIGNED BY A RESPONSIBLE OFFICIAL OF THE COMPANY. EACH SUBCONTRACTOR SEPARATELY SUBMITS A REPORT FOR ITS TOTAL CONSTRUCTION WORK FORCE TO THE PRIME CONTRACTOR. ONLY THE PRIME CONTRACTOR SHALL SUBMIT THE CUMULATIVE MONTHLY UTILIZATION REPORT DIRECTLY TO THE COUNTY REFLECTING ALL WORKFORCE HOURS WORKED, INCLUDING ALL SUBCONTRACTORS, FOR EACH EMPLOYEE CLASSIFICATION IN EACH TRADE. THE REPORT SHALL BE UPDATED MONTHLY AND SHALL SHOW CUMULATIVE WORKFORCE HOURS TO DATE. THE PRIME CONTRACTOR SHALL SUBMIT ONE COPY WITH THEIR MONTHLY PAYMENT APPLICATION, AND ONE COPY DIRECTLY TO THE ERIE COUNTY, DIVISION OF EEO OFFICE, ATTN: DIRECTOR, ERIE COUNTY DIVISION OF EQUAL EMPLOYMENT OPPORTUNITY, 95 FRANKLIN STREET, BUFFALO, NY 14202. REPORTS ARE TO BE FILED BY THE 10TH DAY OF EACH MONTH DURING THE TERM OF THE CONTRACT. QUESTIONS REGARDING THIS FORM SHALL BE SUBMITTED TO THE DEPARTMENT OF PUBLIC WORKS OR EEO OFFICE.

Company Reporting	Any company which has a construction contract with the County of Erie. Includes subcontractors on such contracts.
Minority	Includes Black, Hispanic, American Indian, Alaskan Native, and Asian and Pacific Islander - both Male and Female.
1. Erie County	
2. Current Goals (Minority & Female)	The percentages of total workforce are 13.2% for Minority & 6.9% for Female.
3. Reporting Period	Cumulative period, beginning with the effective date of the contract.
4. Name and Location of Company reporting	This is the Prime Contractor whose work hours are being reported on this form, including work hours from any of its sub-contractors.
5. Construction Trade	Construction crafts in which the Prime Contractor employs, including any of its sub-contractors.
6a. – 6e. Work-Hours of Employment M = Male F = Female	6a. The total number of Male HOURS and the total number of Female HOURS worked by employees in each classification. 6b.-e. The total number of Male HOURS and the total number of Female HOURS worked by each specified group of Minority employees in each classification.
Classification	The level of accomplishment or status of the worker in the construction trade (Journey Worker, Apprentice, or Other, including Office Staff). Subtotal all hours for each construction trade. *For Apprentice, the minority and female combined goal is to be 30% of the 10% apprenticeship program participation, or 3% of the total workforce.
7. Minority Percentage of Total Hours	For each trade, the percentage of total Minority work-hours of all work-hours (the sum of columns 6b, 6c, 6d and 6e divided by column 6a). Current and Previous are the percentages reported on this current report and the previously submitted report, respectively.
8. Female Percentage of Total Hours	For each trade, the number reported in 6a. F divided by the sum of the numbers reported in 6a. M and F. Current and Previous are the percentages reported on this current report and the previously submitted report, respectively.
9. Total Number of Employees	The total NUMBER of Male and total NUMBER of Female employees working in each classification of each trade.
10. Total Number of Minority Employees	The total NUMBER of Male Minority employees and total NUMBER of Female Minority employees working in each classification of each trade.
11. Apprentice Percentage of Total Hours	The sum of the numbers reported for Apprentice in 6a. divided by the sum of the numbers reported for Total in 6a. Current and

	Previous are the percentages reported on this current report and the previously submitted report, respectively.

SECTION 26 0010

BASIC ELECTRICAL REQUIREMENTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. All drawings and general provisions of Contract, including all General and Supplementary Conditions, Division 1 Specification Sections, and Instructions to Bidders apply to this section and all other sections of Division 26, 27, & 28.

1.02 REGULATIONS AND CODE COMPLIANCE

A. All work and materials shall conform to and be installed, inspected and tested in accordance with the 2014 National Electric Code and with the governing rules and regulations of federal, state and local governmental agencies.

B. The following is a list of codes and standards that will apply to this project:
1. New York State Building Code.
2. New York State Energy Conservation Construction Code.
3. New York State Department of Labor Rules and Regulations.
4. New York State Department of Health.
5. Federal Occupational Safety and Health Act - OSHA.
6. Life Safety Codes, NFPA 101.
7. National Electrical Code, NFPA 70
8. Electrical Safety Requirements, NFPA-70E
9. Local Codes and Ordinances for City of Buffalo County of Erie
10. NEMA Standards.
11. Commonwealth Electrical Inspection Service, Inc.
12. Factory Mutual or other Insurance Carrier.

1.03 LICENSING & PERMITS

A. The Contractor shall hold a license to perform the work as issued by the City of Buffalo
1. Apply for and obtain all required permits and inspections, include costs for all fees and charges.

B. Provide certificate of inspection from Commonwealth Electrical Inspection Services Inc. for all electrical work prior to acceptance of each phase.

C. Refer to General Conditions of the Contract for additional requirements.

1.04 GLOSSARY

ACI	American Concrete Institute
ADA	American Disabilities Act
AGCA	Associated General Contractors of America, Inc.
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
ANSI	American National Standards Institute
ASTM	American Society for Testing Materials
AWSC	American Welding Society Code
FM	Factory Mutual Insurance Company

IEEE	Institute of Electrical and Electronics Engineers
NYBFU	New York Board of Fire Underwriters
NEC	National Electrical Code
NEMA	National Electrical Manufacturers' Association
NESC	National Electrical Safety Code
NFPA	National Fire Protection Association
NYS/DEC	New York State Department of Environmental Conservation
UFPO	Underground Facilities Protective Organization
UL	Underwriter's Laboratories, Inc.
OSHA	Occupational Safety and Health Administration
NYS/UFBC	New York State Uniform Fire Prevention and Building Code
ISO	International Standards Organization

1.05 DEFINITIONS

Approved / Approval	Written permission to use a material or system.
As Called For	Materials, equipment including the execution specified/shown in the contract documents.
Code Requirements	Minimum requirements.
Concealed	Work installed in pipe and duct shafts, chases or recesses, inside walls, above ceilings, in slabs or below grade.
Design Equipment	Refer to the article, BASIS OF DESIGN.
Design Make	Refer to the article, BASIS OF DESIGN.
Equal or Equivalent	Equally acceptable as determined by Owner’s Representative
Exposed	Work not identified as concealed.
Final Acceptance	Owner acceptance of the project from Contractor upon certification by Owner's Representative.
Furnish	Supply and deliver to installation location.
Furnished by Others	Receive delivery at job site or where called for and install.
Inspection	Visual observations by Owner's site Representative.
Install	Mount and connect equipment and associated materials ready for use.
Labeled	Refers to classification by a standards agency.
Make	Refer to the article, BASIS OF DESIGN.
Or Approved Equal	Approved equal or equivalent as determined by Owner’s Representative.
Owner’s representative	The Prime Professional
Prime Professional	Architect or Engineer having a contract directly with the Owner for professional services.
Provide	Furnish, install and connect ready for use.
Relocate	Disassemble, disconnect, and transport equipment to new locations, then clean, test, and install ready for use.
Replace	Remove and provide new item.

Review	A general contractual conformance check of specified products.
Roughing	Pipe, duct, conduit, equipment layout and installation.
Satisfactory	As specified in contract documents.
Site Representative	Construction Manager or Owner's Inspector at the work site.

Refer to General Conditions of the Contract for additional definitions.

1.06 BASIS OF DESIGN

A. The contract documents are prepared on basis of one manufacturer as "design equipment," even though other manufacturers' names are listed as acceptable makes. If Contractor elects to use one of the listed makes other than "design equipment," submit detailed drawings, indicating proposed installation of equipment. Show maintenance clearances, service removal space required, and other pertinent revisions to the design arrangement. Make required changes in the work of other trades, at no increase in any contract. Provide larger electrical feeders, circuit breakers, equipment, additional control devices and other miscellaneous equipment required for proper operation, and assume responsibility for proper location of roughing and connections by other trades. Remove and replace door frames, access doors, walls ceilings or floors required to install other than design make equipment. If revised arrangement submittal is rejected, revise and resubmit specified "design equipment" item which conforms to contract documents.

1.07 INTENT OF DRAWINGS

A. The drawings are diagrammatic, unless detailed dimensioned drawings are included. Drawings show approximate locations of equipment, fixtures, panelboards, conduits, and wiring devices. Exact locations are subject to the approval of the Owner's Representative. The general run of electrical feeders, branch circuits, and conduits, indicated on the drawings, is not intended to be the exact routing. Circuit designations, in the form of "Home Runs" on branches, indicate the designation of the branch circuit, the size and the quantity of branch circuit conductors, and the panelboard or interconnection box from which the branch circuit is served.

1.08 ABSENCE OF SPECIFICATION

A. Where the drawings or these specifications do not name a particular brand of equipment, material, or product, this Contractor shall provide equipment, material, and/or product that may be fairly and reasonably judged throughout the Electrical industry to be the appropriate product and the best quality available for the given application.

1.09 QUALITY ASSURANCE

A. Manufactures of equipment shall be firms regularly engaged in the production of factory fabricated systems and equipment whose products have been in satisfactory use in similar service for not less than three (3) years.
B. Suppliers of equipment must have factory trained and authorized personnel for the service of all equipment provided.

PART 2 - PRODUCTS

2.01 SUBSTITUTIONS

A. The Materials, products and equipment described in the Bidding Documents establish a standard of required quality, functions, dimensions and appearance that must be met by any proposed substitution.

B. Proposed substitutions must be submitted to the Architect/Engineer a minimum of ten (10) days prior to the date for receipt of Bids. Each request shall include the name of the proposed material equipment being substituted, cut sheets, installation drawings, performance and test data and warranties. At that time the equipment or will be evaluated and if determined to be acceptable an Addendum will be issued to all bidders.

C. Requests for substitution shall be made only by a Bidder. Requests for substitution from sales representatives, vendors or suppliers are not acceptable.

2.02 MATERIALS

A. All materials, unless otherwise specified, shall be new and be the standard products of the manufacturer. Used equipment or damaged material will be rejected.

B. The listing of a manufacturer as “acceptable” does not indicate acceptance of a standard or catalogued item of equipment. All equipment and systems conform to the Specifications.

2.03 U.L. LISTING

A. Equipment shall bear the Underwriter’s Laboratories (UL), or other approved agency listing label. This listing requirement applies to the entire assembly. Any modifications to equipment to suit the intent of the specifications shall be performed in accordance with the National Electric Code and listed by U.L..

2.04 SHOP DRAWINGS/PRODUCT DATA/SAMPLES

A. Submit Shop Drawings on all items of equipment and materials to be furnished and installed. Submission of Shop Drawings and samples shall be accompanied by a transmittal letter, stating name of project and contractor, number of drawings, titles, and other pertinent data called for in individual sections. Shop Drawings Shall Be Dated and Contain: Name of project; name of prime professional; name of prime contractor; description or names of equipment, materials and items; and complete identification of locations at which materials or equipment are to be installed. Incomplete submittals will not be accepted. All products specified in an individual Division 26, 27, and 28 specification sections shall be submitted at the same time and each separate section shall have its own submittal. Number each submittal and do not combine multiple specification sections into a single submittal. Indicate deviations from contract requirements on Letter of Transmittal. Corrections or comments made on the Shop Drawings during the review do not relieve Contractor from compliance with requirements of the drawings and specifications. The Contractor is responsible for confirming and correcting all quantities; checking electrical characteristics and dimensions; selecting fabrication processes and techniques of construction; coordinating his work with that of all other trades; and performing his work in a safe and satisfactory manner.

PART 3 - EXECUTION

3.01 COORDINATION DRAWINGS

A. Before construction work commences, Contractors for all trades shall submit Coordination Drawings in the form of reproducible transparencies drawn at not less than 1/4" = 1'-0" scale. Coordination Drawings are required throughout all areas for all trades. These drawings shall identify and show resolutions of trade conflicts. Mechanical Equipment Rooms shall be drawn early in the Coordination Drawing process, simultaneous with all other congested areas. Prepare Coordination Drawings As Follows:

1. HVAC Contract will prepare the base plan Coordination Drawings showing all ductwork and all pertinent piping and equipment. These drawings may be sepias of the required ductwork Shop Drawings. The drawings shall be coordinated with cable tray, lighting fixtures, sprinklers, air diffusers, other ceiling mounted items, ceiling heights, structural work, maintenance clearances, electric code clearance, reflected ceiling plans, and other contract requirements. Reposition proposed locations of work after coordination drawing review by the Construction Manager and the Architect. Provide adjustments to exact size, location and offsets of ducts, pipes, conduit, etc., to achieve reasonable appearance objectives. Provide these adjustments as part of Base Bid Contracts. Minor revisions need not be redrawn.
2. HVAC Contract will provide sepia transparencies and/or prints and submit the base plan to all major trades' Contractors.
3. Electrical, Plumbing and Fire Protection Contracts will draft location of piping and equipment on the base plan, indicating areas of conflict and suggested resolutions.

3.02 ELECTRONIC CAD DRAWING FILES

A. The Engineer may provide the Contractor with Cad files for this project with the understanding that these Cad files shall be used for reference purposes only, and not as shop drawings or as-built documents. It is the Contractors' responsibility to provide detailed, coordinated shop drawings and documentation prior to installation. The purpose of the Contractors' coordination shop drawings is to account for all trades and field conditions and identify any conflicts that shall be resolved prior to installation.

B. Any additional cost for changes due to conflicts as a result of the Contractors' failure to provide properly coordinated documents will be the responsibility of the Contractors and not of the Engineer.

C. If the Contractor requests electronic Cad files from the Engineer and this request is granted, the Contractor shall pay the Engineer's $100 per drawing to process this request.

3.03 ROUGH-IN

A. Due to small scale of Drawings, it is not possible to indicate all offsets, fittings, changes in elevation, etc. Verify final locations for rough-ins with field measurements and with the equipment being connected. Verify exact location and elevations at work site prior to any rough in work. **DO NOT SCALE PLANS**. If field conditions, details, changes in equipment or shop drawing information require an significant change to the original documents, contact the owners representative for approval before proceeding.

B. All equipment locations shall be coordinated with other trades to eliminate interference with required clearances for equipment maintenance and inspections.

1. Coordinate work with other trades and determine exact routing of all duct, pipe, conduit, etc., before fabrication and installation. Coordinate with Architectural Drawings. Verify with Owner's Representative exact location of all equipment in finished areas, such as thermostat, fixture and switch mounting heights, and equipment mounting heights. Coordinate all work with the architectural reflected ceiling plans and/or existing Architecture. Mechanical and electrical drawings show design arrangement only for diffusers, grilles, registers, air terminals, lighting fixtures, sprinklers, speakers and other items. Do not rough-in contract work without reflected ceiling location plans.
2. Before roughing for equipment furnished by Owner or in other contracts, obtain from Architect and other Contractors, approved roughing drawings giving exact location for each piece of equipment. Do not "rough in" services without final layout drawings approved for construction. Cooperate with other trades to insure proper location and size of connections to insure proper functioning of all systems and equipment. Obtain written authorization from the Owners representative or other contractor for any “rough ins” that, due to project schedule, are required before approved coordination drawings are available. Any work installed without written authorization or approved coordination drawings, causing a conflict will be relocated by the electrical contractor at no expense to the Owner.
3. For equipment and connections provided in this contract, prepare roughing drawings as follows:
    a. Existing equipment being relocated: Measure the existing equipment and prepare drawings for installation in new location.
    b. New equipment: Obtain equipment roughing drawings and dimensions, then prepare rough-in drawings.
    c. Where more than one trade is involved in an area, space or chase, all shall cooperate and install their own work to utilize the space equally between them in proportion to their individual requirements. In general, ductwork shall be given preference except where grading of piping becomes a problem, followed by piping then electrical wiring. If, after installation of any equipment, piping, ducts, conduit, and boxes, it is determined that ample maintenance and passage space has not been provided, rearrange work and/or furnish other equipment as required for ample maintenance space. Any changes in the size or location of the material or equipment supplied, which may be necessary in order to meet field conditions or in order to avoid conflicts between trades, shall be brought to the immediate attention of the Owner's Representative and approval received before such alterations are made.

C. Provide easy, safe, and code mandated clearances at controllers, motor starters, valve access, and other equipment requiring maintenance and operation. Contractor shall relocate existing work in the way of new construction. VISIT SITE BEFORE BIDDING TO DETERMINE SCOPE OF WORK. Provide new materials, including new piping and insulation for relocated work.

3.04 EXISTING SYSTEMS AND CONDITIONS

A. Prior to beginning work inspect and test all existing electrical systems that will be affected by the work in this contract. Provide a report to the Owner indicating any problems or defects found. If no problems or system defects are submitted, the contractor shall be responsible for correcting problems found at the completion of the project that are determined to be caused by the work of this contract.

B. Inspect the entire work area for defects in the existing construction such as scratches, holes etc. Submit a complete list and photographs of existing damage, to the owner prior to beginning work. If existing damage is not documented the contractor shall repair all damage to like new condition, that is determined to have been caused by the work in this contract.

3.05 ELECTRICAL INSTALLATIONS

A. All installations shall comply with the following requirements:
1. Coordinate electrical systems, equipment, and materials installation with other building components. Be responsible for any changes in openings and locations necessitated by the equipment installed.
2. The architect shall control the placement of all wall and ceiling mounted electrical equipment and devices in all rooms with the exception of mechanical and electrical equipment rooms. When drawing details are not available, consult with the Architects representative for actual location.
3. Verify all dimensions with field measurements.
4. Arrange for all chases, slots and openings in other building components, that are not indicated on drawings, to allow for electrical installations.
5. Coordinate the installation of required supporting devices and sleeves to be set in poured-in-place concrete and other structural components, as they are constructed.
6. Coordinate ordering and installation of all equipment with long lead times or having a major impact on work by other trades so as not to delay the job or impact the construction schedule. Pay close attention to equipment that must be installed prior to building enclosure.
7. Where mounting heights are not detailed or dimensioned, install systems, materials and equipment to provide the maximum headroom possible.
8. Install systems, materials and equipment to conform with approved submittal data, including coordination drawings, to greatest extent possible. Conform to arrangements indicated by the Contract Documents, recognizing that portions of the work are shown only in diagrammatic form. Where coordination requirements conflict with individual system requirements, refer the conflict to the Architect.
9. Store Materials on dry base, at least 6" above-ground or floor. Store so as not to interfere with other work or obstruct access to buildings or facilities. Provide waterproof/windproof covering. Remove and provide special storage for items subject to moisture damage. Protect against theft or damage from any cause. Replace items stolen or damaged, at no cost to Owner.
10. Set all equipment to accurate line and grade, level all equipment and align all equipment components.
11. All tolerances in alignment and leveling, and the quality of workmanship for each stage of work shall be as required by the manufacturer and subject to approval by the owners representative.

12. All finished equipment surfaces damaged during construction shall be brought to "as new" condition by touch up or repainting. Any rust shall be removed and primed prior to repainting.
13. Workmanship shall be as called for in the "Standard of Installation" published by the National Electrical Contractors Association (NECA).
14. Provide all scaffolding, rigging, hoisting and services necessary for erection and delivery of equipment and apparatus furnished into the premises. These items shall be removed from premises when no longer required.
15. No electrical equipment shall be hidden or covered up prior to inspection by the owners representative. All work that is determined to be unsatisfactory shall be corrected immediately.
16. All electrical work shall be installed level and plumb, parallel and perpendicular to other building systems and components.
17. Conceal all contract work above ceilings and in walls, below slabs, and elsewhere throughout building. If concealment is impossible or impractical, notify Owner's Representative before starting that part of the work and install only after his approval. In areas with no ceilings, install only after Owner's Representative reviews and comments on arrangement and appearance.
18. Install access panel or door where units are concealed behind finished surfaces.

3.06 PAINTING

A. This Contract Includes the following :
   1. Painting for all cut and patch work performed as part of Division 26, 27, and 28 contract.
   2. Painting required for touch-up of surfaces damaged due to the installation of electrical work.
   3. Painting as required to repair finish of equipment furnished.

3.07 ELECTRICAL EQUIPMENT CONNECTIONS

A. Provide complete power connections to all electrical equipment. Provide control connections to equipment where indicated on the drawings. Provide disconnect ahead of each piece of equipment. Ground all equipment in accordance with the latest version of the National Electrical Code.

B. Provide all power wiring, electric equipment, control wiring, switches, lights, receptacles, and connections as required for proper equipment operation of Owner-Furnished Equipment and Equipment furnished by other contracts,

C. Refer to Manufacturer's drawings/specifications for requirements of special equipment. Verify connection requirements before bidding and confirm prior to roughing.

3.08 CLEANING

A. After all tests are made and installations completed satisfactorily:

B. Thoroughly clean entire installation, both exposed surfaces and interiors.

C. Remove all debris caused by work.

D. Remove tools, surplus, materials, when work is finally accepted.

3.09 CONTINUITY OF SERVICES

A. The building will be in use during construction operations. Maintain existing systems in operation within all rooms of building at all times. Refer to "General Conditions of the Contract for Construction" for temporary facilities for additional contract requirements. Schedules for various phases of contract work shall be coordinated with all other trades and with Owner's Representative. Provide, as part of contract, temporary mechanical and electrical connections and relocation as required to accomplish the above. Obtain approval in writing as to date, time, and location for shut-down of existing mechanical/electrical facilities or services.

3.10 START UP AND OWNER INSTRUCTIONS

A. Before acceptance of the work, furnish necessary skilled labor to operate all systems by seasons. Instruct the Owners designated personnel on the proper operation and maintenance of systems and equipment. Obtain written acknowledgment from person instructed prior to acceptance repeat the instructions if asked to do so. Contractor is fully responsible for systems until acceptance, even though operated by Owner's personnel, unless otherwise agreed in writing. Provide, operating, maintenance and starting precautions and procedures to be followed by the Owner for operating systems and equipment. Mount the instruction in clear plastic holder on or adjacent to the equipment.

B. Where supervision by a manufacturer is called for, provide manufacturer’s certified technician or engineer to supervise the startup, testing and adjustment of the equipment or system. Where two or more manufacturer’s are involved (i.e., variable frequency drive and air handling unit) both manufacturer’s shall be present at start up. The manufacturer shall provide a written report detailing the testing and start-up including problems that occurred and their method of resolution.

3.11 OPERATION AND MAINTENANCE MANUALS

A. Provide Operation and Maintenance Manuals. Include one copy each of approved Shop Drawings, wiring diagrams, piping diagrams, spare parts lists, as-built drawings and manufacturer's instructions. Include typewritten instructions, describing equipment, starting/operating procedures, emergency operating instructions, seasonal changeover, freeze protection, precautions and recommended maintenance procedures. Include name, address, and telephone number of supplier manufacturer Representative and service agency for all major equipment items. Bind above items in a three ring binder with name of project on the cover. Provide required number of hard copies and disk(s) containing pdf files of all documents and deliver to Owner's Representative before request for acceptance.

3.12 RECORD DOCUMENTS

A. Prepare record or as-built documents in accordance with Division 01. In addition to those requirements provide the following:
   1. Document the routing major raceway systems, location of control devices, branch circuit numbers for all devices and equipment and fuse and circuit breaker sizes for major equipment and branch circuit home runs.
   2. Provide stamp on each drawings including: Company Name, Date and “Record Drawings”
   3. Refer to each Division 26, 27 and 28 section for additional items to be included in the record drawings.

4. Provide required number of hard copies and disk(s) containing pdf files of all documents.

3.13 REMOVALS

A. Where existing equipment removals are called for, submit complete list to Owner's Representative. All items that Owner wishes to retain that do not contain asbestos or PCB Material shall be delivered to location directed by Owner. Items that Owner does not wish to retain shall be removed from site and legally disposed of. Removal and disposal of material containing asbestos and/or PCB's shall be in accordance with Federal, State and Local law requirements. Where equipment is called for to be relocated. Contractor shall carefully remove, clean and recondition, then reinstall. Remove all abandoned piping, wiring, equipment, lighting, ductwork, tubing, supports, fixtures, etc. Visit each room, crawl spaces and roofs to determine total Scope of Work.

B. Completely remove all piping, conduit, controls, and other devices associated with the equipment not to be reused in the new work. This includes all equipment, conduit, junction boxes, devices, panels, and all hangers, including the top connection and any fastenings to building structural systems. Patch, paint and seal all removals, openings and other penetrations in roof, walls, ceilings, floors, in an approved manner and in accordance with plans and specifications where specifically covered. Structural integrity of the building system shall be maintained. Reference shall also be make to the architectural, structural, mechanical, site, and electrical drawings and specifications for additional facilities to be demolished or handled.

3.14 ASBESTOS RECOGNITION AND PRECAUTIONS

A. The contractor shall be responsible for coordination of all required removal work, coring, cutting and patching with the owners asbestos management plan. Prior to performing such work identify areas containing asbestos. Notify the Owner so that they may make arrangements for abatement and/or containment prior to work proceeding. The contractor shall be responsible for cleaning all areas where asbestos is released due to the failure to coordinate with the asbestos management plan. Refer to Division 1 sections for further requirements.

B. The disturbance or dislocation of asbestos-containing materials causes asbestos fibers to be released into the building's atmosphere, thereby creating a health hazard to workmen and building occupants. Consistent with Industrial Code Rule 56 and the content of recognized asbestos-control work, the Contractor shall apprise all of his workers, supervisory personnel, subcontractors, Owner and Consultants who will be at the job site of the seriousness of the hazard and of proper safeguards and work procedures which must be followed, as described in New York State Department of Labor Industrial Code Rule 56.

C. Refer to division 2 sections for further requirements.

END OF SECTION

SECTION 26 0100

BASIC MATERIALS AND METHODS

PART 1 - GENERAL

1.01 SCOPE

A. Minimum composition requirements and/or installation methods for the following materials and work are included in this section:
   1. Miscellaneous Supports
   2. Access Doors and Panels
   3. Fire Stopping
   4. Boxes and Cabinets
   5. Identification

1.02 SUBMITTALS

A. Product data for:
   1. Boxes and cabinets
   2. Fire Stopping Materials
   3. Coordination drawings for sleeves, access panels, and door locations.

1.03 QUALITY ASSURANCE

A. The contractor shall engage the services of a qualified installer for the installation and application of joint sealers, flashing, access panels, and cutting and patching.

B. All work shall be done in a neat and workmanlike manner. All methods of construction, details of workmanship, that are not specifically described or indicated in the contract documents, shall be subject to the control and approval of the Owner's Representative. Equipment and materials shall be of the quality and manufacture indicated. The equipment specified is based upon the acceptable manufacturers listed. Where "approved equal" is stated, equipment shall be equivalent in every way to that of the equipment specified and subject to approval.

C. Materials specified herein shall comply with the applicable requirements of :
   1. The following Articles of the National Electric Code (NFPA 70)
      a. 314 - Outlet, Device, Pull and Junction Boxes, Conduit bodies and fittings
      b. 312 - Cabinets, Cutout Boxes and Meter socket Enclosures

PART 2 - PRODUCTS

2.01 MISCELLANEOUS SUPPORTS

A. Metal bars, plates, tubing, etc. shall conform ASTM standards:
   1. Steel plates, shapes, bars, and grating - ASTM A 36
   2. Cold-Formed Steel Tubing - ASTM A 500
   3. Hot - Rolled Steel Tubing - ASTM A 501
   4. Steel Pipe - ASTM A 53, Schedule 40, welded

B. Metal Fasteners shall be Zinc-coated (type, grade and class as required)

2.02 ACCESS DOORS AND PANELS

A. Steel access doors and frames shall be factory fabricated and assembled units, complete with attachment devices and fasteners ready for installation. Joints and seams shall be continuously welded steel, with welds ground smooth and flush.

B. Construction:
   1. Frames:
      a. 16 gage steel with 1 inch wide exposed perimeter flange and adjustable masonry anchors for units installed in masonry, pre-cast, cast in place concrete, ceramic tile.
      b. 16-gage steel, perforated flanges with bead for gypsum or plaster wall board.
      c. 16-gage steel with galvanized expanded metal lath and exposed casing bead, welded to perimeter of frame for full bed plaster applications.
   2. Access Doors:
      a. Provide 14 gage sheet steel flush panel doors with concealed continuous piano hinge factory installed, primed and painted, set to open 175 degrees.
      b. Provide fire rated, insulated flush panel doors, with continuous piano hinge and self closing mechanism rated for 1 ½ hour “B” labeled, in fire rated partitions.

C. Provide flush, screwdriver operated cam locks on all access doors.

2.03 FIRE STOPPING

A. Fire-stopping for Openings Through Fire and Smoke Rated Walls and Floor Assemblies shall be listed or classified by an approved independent testing laboratory for "Through-Penetration Fire-Stop Systems." The system shall meet the requirements of "Fire Tests of Through-Penetration Fire-Stops" designated ASTM E814.

B. Acceptable Manufacturers:
   1. Dow Corning Fire-Stop System Foams and Sealants.
   2. Nelson Electric Fire-Stop System Putty, CLK and WRP.
   3. Thomas & Betts - S-100 FS500/600.
   4. Carborundum Fyre Putty.
   5. Hilti Firestop Systems.

2.04 BOXES AND CABINETS

A. Outlet Boxes and Covers
   1. General Use Boxes shall be galvanized steel, not less than 1-1/2" deep, 4" square or octagonal, with knockouts. Outlet boxes exposed to moisture, exterior, wet or damp locations shall be cadmium cast alloy complete with threaded hubs and gasketed screw fastened covers. Minimum box size shall be as indicated in Article 314 of the National Electrical Code for the conductors and devices installed.
   2. Boxes shall be approved for the environmental condition of the location where they will be installed.

3. Boxes installed in damp or wet locations shall be of raintight construction with gasketed cover and threaded conduit hubs. In no case shall boxes be sized smaller than as indicated in Article 314 of the National Electrical Code for conduit and conductor sizes installed. Boxes shall be approved for the environmental condition of the location where they will be installed.
4. Acceptable manufacturers:
   a. Steel City
   b. Raco
   c. Appleton
   d. Crouse Hinds

B. Pull and Junction Boxes
1. Shall be constructed of not less than 14 gauge galvanized steel with trim for flush or surface mounting in accordance with the location to be installed. Provide screw-on type covers. Boxes installed in damp or wet locations shall be of raintight construction with gasketed cover and threaded conduit hubs. In no case shall boxes be sized smaller than as indicated in Article 314 of the National Electrical Code for conduit and conductor sizes installed. Boxes shall be approved for the environmental condition of the location where they will be installed.
2. Acceptable manufacturers:
   a. Hoffman
   b. Keystone
   c. Or equivalent
3. Flush floor junction boxes shall be recessed cover boxes designed for flush mounting in masonry. Provide checkered plate gasketed cover suitable for foot traffic. Make: O.Z. Gedney Type YR or approved equal.

C. Terminal and Equipment Cabinets:
1. Terminal and Equipment Cabinets shall be code gauge galvanized steel with removable endwalls. Fronts shall be of code gauge steel, flush or surface type (as indicated) with concealed trim clamps, concealed hinges, flush lock, and grey baked enamel finish. Boxes and front shall be U.L. listed and shall be minimum 35"H x 24"W x 6"D. Provide removable insulated plywood terminal board mounted on inside back wall of cabinet.
2. Acceptable manufacturer:
   a. Square D "Mono-Flat"
   b. Approved equal

2.05 IDENTIFICATION

A. Equipment Labeling
1. Provide adhesive marking labels for raceway and metal-clad cable. The labels shall indicate voltage and service, and be located above ceilings every 75 feet and on wall mounted conduit in mechanical and equipment rooms.
2. Provide colored self adhesive vinyl tape, minimum 3 mils thick by 1 inch wide for all phase marking on cable.
3. Provide 6-inch wide bright colored continuously printed, plastic tape compounded for direct-burial services. Printing shall indicate service below.

4. Provide engraved, plastic laminated labels, signs and instruction plates. Engraving stock melamine plastic laminate. Use 1/16-inch minimum thick for signs up to 20 square inches or 8 inches in length. Use 1/8 inch thick for larger sizes. Engraved legend in white letters on black face and punched for mechanical fasteners. Emergency equipment shall have red face.

PART 3 - EXECUTION

3.01 ACCESS DOORS AND PANELS

A. Install access doors, sized to permit complete access for any concealed and/or inaccessible junction boxes, control and monitoring devices, duct mounted fire alarm detectors and other electrical equipment requiring access for maintenance or operation.

B. Set frames accurately in position and securely attach to supports with face panels plumb and level in relation to adjacent finish surfaces.

C. Adjust hardware and panels after installation for proper operation.

3.02 FIRE STOPPING

A. Installation of Fire-stopping for Openings Through Fire and Smoke Rated Walls and Floor Assemblies shall be as follows:
1. Provide fire-stop system seals at all locations where piping, tubing, conduit, electrical busways/cables/wires, ductwork and similar utilities pass through or penetrate fire rated wall or floor assembly. Provide fire-stop seal between sleeve and wall for dry wall construction.
2. The minimum required fire resistance ratings of the wall or floor assembly shall be maintained by the fire-stop system. The installation shall provide an air and watertight seal.
3. The methods used shall incorporate qualities that permit the easy removal or addition of electrical conduits or cables without drilling or use of special tools. The product shall adhere to itself to allow repairs to be made with the same material and permit the vibration, expansion and/or contraction of any items passing through the penetration without cracking, crumbling and resulting reduction in fire rating.
4. Provide rigid steel sleeves where non-armored cables pass through fire rated walls and barriers.

3.03 BOXES AND CABINETS

A. Consider location of outlets shown on drawings as approximate only. Study architectural, process piping, mechanical, plumbing, structural, roughing-in, etc., drawings and note surrounding areas in which each outlet is to be located. Locate outlet so that when fixtures, motors, cabinets, equipment, etc., are placed in position, outlet will serve its desired purpose. Where conflicts are noted between drawings, contact Owner's Representative for decision prior to installation. Comply with Article 314 of National Electrical Code relative to position of outlet boxes in finished ceilings and walls.

B. Outlet boxes in separate rooms shall not be installed "back-to-back" without the approval of the Owner's Representative.

C. Outlet boxes shall be sized to accommodate the wiring device(s) to be installed.

D. Outlet boxes installed in plaster, gypsum board or wood paneled walls shall be installed with raised plaster covers or raised tile covers.

E. Outlet boxes installed in tile, brick or concrete block walls shall be installed with extra-deep type raised tile covers or shall be 3-1/2" deep boxes with square corners and dimensions to accommodate conductors installed.

F. Surface ceiling mounted outlet boxes shall be minimum 4" square, 1-1/2" deep, galvanized sheet metal.

G. Surface wall mounted outlet boxes shall be cast type boxes having threaded or compression type threadless hubs. Exterior boxes shall be cast type with threaded hubs and gasketed cover plates secured by non-ferrous screws.

H. Floor outlet boxes shall be installed flush with finished floor, adjust level and tilt as required. Where finished floor is terrazzo, provide boxes specifically designed for installation in terrazzo. Where floors are to receive carpet, provide floor outlet with carpet flange.

I. Install junction and pull boxes in readily accessible locations. Access to boxes shall not be blocked by equipment, piping, ducts and the like. Provide all necessary junction or pull boxes required due to field conditions and size as required by the National Electrical Code.

3.04 OUTLET BOX ROUGH-IN HEIGHTS

A. Unless otherwise noted, mount devices and equipment at heights measured from finished floor to device/equipment centerline, except fire alarm as follows:

1. Toggle switches 46"
2. Receptacle outlets 18"
3. Receptacle outlets, above hot water or steam baseboard heaters. Do not install receptacle outlets above electric baseboard heaters. 30"
4. Receptacle outlets, hazardous areas 48"
5. Receptacle outlets, weatherproof, above-grade 24"
6. Clock outlets 90"
7. Telephone outlets 18"
8. Telephone outlets, wall mounted 46"
9. T.V. outlet 18"
10. Fire alarm manual station 46"
11. Fire alarm audio/visual (bottom of device) 80"
12. Branch circuit panelboards, to top of backbox 72"
13. Distribution panelboards, to top of backbox 72"
14. Terminal cabinets, control cabinets 72"
15. Disconnect switches, motor starters, enclosed circuit breakers 48"
16. Where structural or other interference's prevent compliance with mounting heights listed above, consult Owner's Representative for approval to change location before installation.

3.05 IDENTIFICATION

A. Provide complete type written directory for each panelboard listing room number, function, etc, for each circuit breaker. Provide type written updated panelboard directories for existing panelboards affected by this work.

B. Identify junction and pullboxes for particular service such as power, lighting, fire alarm, telephone, intercom, public address, nurse call, etc. using stencil lettering on cover.

C. Provide a tape label on all receptacle and switch coverplates, power poles, etc. listing panel designation and circuit number. Tape shall be attached to inside of receptacle or switch coverplates.

D. Provide potential and arc hazard labeling on all new switchboards, panelboards, industrial control panels, motor control centers.

3.06 FLASHING AND SEALING

A. Opening through roofs shall be flashed in manner not to affect roof guarantee or bond. Engage qualified Roofing Contractor licensed by the Roofing Manufacturer, as part of contract. Provide non-ferrous flashing pieces, EDPM skirts, EDPM hoods and collars as required to make ducts, pipes, conduits, and other penetrations watertight. Where curbs are called for with respect to rectangular openings in new roofs, flashing will be done by others unless specifically indicated otherwise. Caulk and waterproof with additional material so as to seal airtight and watertight.

3.07 CUTTING AND PATCHING

A. Work shall be in accordance with Section 01045 - Cutting and Patching.

B. In addition to the requirements of Section 01045 the following requirements apply:
   1. Perform cutting, fitting and patching of electrical equipment in all following cases:
      a. To uncover work for installation of poorly coordinated or ill-timed electrical work.
      b. To remove and replace defective work.
      c. To remove and replace work not conforming to requirements of the Contract Documents.
   2. Remove samples of installed work as specified for testing.
   3. Install equipment and materials in existing structures.
   4. Cut, remove and legally dispose of all electrical equipment, components, and materials as called for and all other items not indicated on plans but made obsolete by the installation of new work.
   5. Protect the structure, furnishings, finishes and adjacent materials not being removed and maintain temporary

END OF SECTION

SECTION 26 0455

CIRCUIT BREAKERS FOR EXISTING PANELBOARDS

PART 1 GENERAL

1.01 SUBMITTALS

A. Not required.

PART 2 PRODUCTS

2.01 CIRCUIT BREAKERS

A. Similar to existing circuit breakers.

B. Compatible with existing panelboard.

C. Number of poles and ampere trip rating as indicated on drawings.

D. Complete with accessories required for installation, including but not limited to mounting kits and bus extensions.

E. Shall be listed and labled for existing make and model panelboard..

PART 3 EXECUTION

3.01 INSTALLATION

A. Install new circuit breakers in existing panelboards where indicated.

B. Add new circuits equally across phases to prevent overloading any phase in the panelboard. After new and existing circuits are energized, take current reading on panelboard feeder during a heavy usage time period. If phases are substantially unbalanced, rearrange both new and existing circuits in panelboard to equally distribute load between all phases, and provide new typewritten directory indicating equipment controlled by each circuit breaker.

END OF SECTION

SECTION 26 0519

LOW-VOLTAGE CABLES

PART 1 - GENERAL

1.01 WORK INCLUDED

A. Provide all labor, materials, tools, and equipment required for the complete installation of work called for in the Contract Documents

1.02 SCOPE

A. This section includes minimum requirements for the following:
   1. Low Voltage Conductors
   2. Connectors and Terminations

1.03 SUBMITTALS

A. Provide product data for the following:
   1. Low Voltage Conductors
   2. Connectors and Terminations

1.04 QUALITY ASSURANCE

A. All conductors shall be installed in a neat and workmanlike manner. All methods of construction that are not specifically described or indicated in the contract documents shall be subject to the control and approval of the Owner's Representative. Equipment and materials shall be of the quality and manufacture indicated. The equipment specified is based upon the acceptable manufacturers listed. Where "approved equal" is stated, equipment shall be equivalent in every way to that of the equipment specified and subject to approval.

B. Materials specified herein shall comply with the applicable requirements of :
   1. The following Articles of the National Electric Code (NFPA 70)
      a. 300 - Wiring Methods
      b. 310 - Conductors for General Wiring
      c. 400 - Flexible Cords and Cables
      d. 402 - Fixture Wires
   2. The following U.L. Standards:
      a. UL 83 Thermoplastic-Insulated Wires and Cables
      b. UL 44 Thermoset-insulated Wires and Cables
      c. UL 486A Wire Connectors and Soldering Lugs for Use with Copper Conductors.
      d. UL 854 Service Entrance Cable
      e. UL 1277 Electrical Power and Control Tray Cables
      f. UL 6, 1981 Rigid Metal Electrical Conduit
      g. All Other Applicable Standards

PART 2 - PRODUCTS

2.01 LOW VOLTAGE CONDUCTORS

A. General purpose feeder and branch circuit and control wiring:
1. Annealed Copper, 98% conductivity.
2. Minimum wire size:
   a. #12 AWG for branch circuits
   b. #14 AWG for control and signal circuits
3. Wire shall be stranded per ASTM B8.
4. 600 volt insulation for all wiring above 50 volts.
5. 300 volt insulation permitted for all wiring below 50 volts.
6. Thermal plastic with PVC insulation with nylon jacket.
7. Suitable for wet or dry locations, THHN/THWN-2 90 degree Celsius.
8. 90 degree C maximum operating temperature rating.
9. UL 83 Listed

B. Color Coding
1. All circuits shall be color coded according to the following schedule:

Voltage	A PHASE	B PHASE	C PHASE	NEUTRAL
208Y/120V, 3 Phase	Black	Red	Blue	White
480Y/277V, 3 Phase	Brown	Orange	Yellow	Gray
240/120V, 1 Phase	Black	Red		White

*ALL GROUNDING CONDUCTORS SHALL BE GREEN
*ALL ISOLATED GROUNDING CONDUCTORS SHALL BE GREEN WITH YELLOW STRIPE

2. All isolation panel branch circuits shall be color coded according to the following schedule:

Voltage	Isolated Cond. 1	Isolated Cond. 2	Isolated Cond. 3
1-ø circuit	Orange w/ stripe*	Brown w/ stripe*	N/A
3-ø circuit	Orange w/ stripe*	Brown w/ stripe*	Yellow w/ stripe*

*STRIPE COLOR IN ACCORDANCE WITH NEC ARTICLE 517.160

3. #6 AWG and smaller shall have insulation continuously colored as called for above.
4. #4 AWG and larger may by identified using a minimum 3” tape band.
5. Color code all conductors at all pullboxes, enclosures, and terminations.
6. Switched legs shall be identified with the same color insulation as the phase leg.

C. Acceptable manufacturers:
1. General Cable
2. Southwire
3. Okonite
4. Prysmian

2.02 LOW VOLTAGE CONNECTORS AND TERMINATIONS

A. Straight Splices, #26 AWG To #10 AWG
1. Nylon Insulated compression butt-splices.
2. 600 volt, 90 degree C rated.
3. Make: Burndy “Insulink”, T&B “Sta-Kon”, or approved equal

B. Straight Splices, #8 AWG and Larger
1. Two way, long barrel, compression type, copper
2. Provide heat shrink tubing over splice.
3. 600 volt rated.
4. Make: Burndy “Hylink”, T&N 54800 Series, or approved equal.

C. Pigtail Splices, #26 AWG to #10 AWG
1. Twist type pressure connector.
2. 600 volt rated, 105 degree C.
3. Size as required for number and size of conductors used.
4. Make: T&B Scotchlock, or approved equal

D. Three Way Splices, #8 AWG and Larger
1. Three way, long barrel, compression type, copper.
2. Provide tape or heat shrink tubing over splice.
3. 600 volt rated.
4. Make: Burndy “Hylink”, T&B 54700 Series, or approved equal.

E. Lug Terminations for Control and Signal Wiring.
1. Nylon insulated fork with compression termination of #26 AWG to #10 AWG.
2. Nylon insulated ring with compression termination for #8 AWG and larger.
3. 300 volt rated.
4. Make: Burndy “Insulug”, T&B “Sta-Kon”, or approved equal.

F. Lug Terminations for Power Wiring
1. Long barrel, compression type, copper body, on hole for #8 AWG to #2/0 AWG.
2. Long barrel, compression type, copper body, two hole, for #3/0 AWG and larger.
3. 600 volt rated.
4. Make:
   a. One-hole lug: Burndy “Hylug”, T&B 54900 Series, or approved equal.
   b. Two-hole lug: Burndy “Hylug”, T&B 54800 Series, or approved equal.

PART 3 - EXECUTION

3.01 LOW VOLTAGE WIRE AND CABLE

A. GENERAL
1. Install cables in raceway as called for after the entire raceway system has been completed.
2. Install splices and connections in accessible outlet, pull, and junction boxes.
3. Insulate all splices and connections with UL Labeled plastic tape, heat shrink tubing, or plastic molded caps.
4. All wiring systems shall be properly grounded and continuously polarized throughout, following the color coding specified.

5. Provide insulated green grounding conductor in each raceway, and white insulated neutral conductor for each individual branch circuit.
6. Provide isolated grounding conductor for multi-wire computer panel “CP” branch circuits and dedicated neutral for each computer panel “CP” branch circuit.
7. Adhere to NEC de-rating requirements for raceway fill.
8. Provide stranded wire to motors, transformers, equipment, and vibrating machinery.
9. Feeder conductors shall be continuous from point of origin to load termination without splice. If this is not practical, contact the Owner's Representative and receive written approval for splicing prior to installation of feeder(s). Where feeder conductors pass through junction and pull boxes, bind and lace conductors of each feeder together. For parallel sets of conductors, match lengths of conductors.
10. Where multiple conductors are installed in a common raceway they shall be pulled simultaneously. Use of pulling compound or lubricant shall be avoided unless absolutely necessary. Where pulling lubricant is required, use UL approved compounds approved for cable type. Lubricant shall meet all OSHA and Toxic Control Act standards.

APPLICATION	CABLE TYPES	DESIGN MAKE
General purpose Construction & Maintenance	Rubber, Neoprene, Nylon, PVC, High Density XLP, Hypalon	Ideal - Yellow 77
High Temperature Construction & Maintenance	Rubber, Neoprene, Nylon, PVC, High Density XLP, Hypalon, Low Density Polyethylene, Semiconducting Jacket	Ideal - Yellow 190
Utility construction & Maintenance	Rubber, Neoprene, Nylon, PVC, High Density XLP, Hypalon, Low Density Polyethylene, Semiconducting Jacket	Aqua-Gell II
Cold Weather Construction & Maintenance	Rubber, Neoprene, Nylon PVC, High Density XLP, Hypalon, Low Density Polyethylene, Semiconducting Jacket	Aqua-Gel CW

11. Use pulling means including fish tape, cable, rope and basket type grips which will not damage cables or raceways. Use approved mechanical pullers for feeders and branch circuits as required for #6 AWG cable and larger. Do not use mechanical means to pull conductors No. 8 or smaller.
12. Branch circuit conductors installed in panelboards, and control conductors installed in control cabinets and panels shall be neatly bound together using "Ty-Raps" or equivalent.

13. Reconnect branch circuit wiring at panelboards as required to obtain a balanced three phase load on the feeders.
14. Provide conduit seals in explosion proof areas as called for on the plans and as required by the National Electrical Code.

3.02 CONNECTORS AND TERMINATIONS

A. Cover un-insulated splices, joints, and free ends of conductor with rubber friction tape or PVC electrical tape. Plastic insulating caps may serve as insulation.

END OF SECTION

SECTION 26 0533

RACEWAYS

PART 1 - GENERAL

1.01 WORK INCLUDED

A. Provide all labor, materials, tools, and equipment required for the complete installation of work called for in the Contract Documents

1.02 DESCRIPTION OF WORK

A. This section includes minimum requirements for the following:
   1. Galvanized Rigid Steel Conduit (GRS)
   2. Electrical Metallic Tubing (EMT)
   3. Fittings and Conduit Bodies
   4. Expansion Fittings

1.03 QUALITY ASSURANCE

A. All raceways shall be installed in a neat and workmanlike manner. All methods of construction that are not specifically described or indicated in the contract documents shall be subject to the control and approval of the Owner's Representative. Equipment and materials shall be of the quality and manufacture indicated. The equipment specified is based upon the acceptable manufacturers listed.. Where "approved equal" is stated, equipment shall be equivalent in every way to that of the equipment specified and subject to approval.

B. Materials specified herein shall comply with the applicable requirements of:
   1. The following Articles of the National Electric Code (NFPA 70)
      a. Wiring Methods
      b. Rigid metal conduit
      c. Electrical metallic tubing
      d. Outlet, Device, Pull and Junction Boxes, Conduit Bodies and Fittings
   2. The following American National Standards Institute (ANSI) standards:
      a. ANSI-C80.2, 1983 Specification for Rigid Steel Conduit, Enameled
      b. ANSI-C80.3, 1983 Specification for Electrical Metallic Tubing, Zinc-coated
   3. The following U.L. Standards:
      a. UL 6, 1981 Rigid Metal Electrical Conduit
      b. UL 514B, 1982 Fittings for Conduit and Outlet Boxes.
      c. UL 797, 1983 Electrical Metallic Tubing

1.04 SUBMITTALS

A. Provide product data for the following:
   1. All items specified in this section.

PART 2 - PRODUCTS

2.01 CONDUIT

A. Galvanized Rigid Steel Conduit
1. Shall be hot-dipped galvanized steel, including threads.
2. Acceptable manufacturers:
   a. LTV Steel
   b. Triangle
   c. Allied Tube
   d. Steel Duct
   e. Wheatland

B. Electrical Metallic Tubing
1. Electrical Metallic Tubing shall be electro-galvanized steel.
2. Acceptable manufacturers:
   a. Triangle
   b. Wheatland
   c. Allied Tube
   d. Steel Duct
   e. LTV Steel

C. Fittings
1. Rigid galvanized steel fittings shall be fully threaded and shall be of the same material as the respective raceway system.
2. Fittings for electrical metallic tubing shall be single screw indenter fittings for conduits up to 2" and double screw indenter fittings for conduits 2" and larger.
3. Fittings for electrical metallic tubing shall be interlocking compression type zinc coated steel in dry locations, fittings in damp locations shall have internal sealing ring and knockout gasket.
4. Connectors shall have insulated throat up to and including 1" size. For sizes 1-1/4" and larger, provide plastic insulating bushing.
5. Die-cast or pressure cast fittings are not permitted.
6. Provide conduit bodies types, shapes and sizes as required to suit application and NEC requirements. Provide matching gasketed covers secured with corrosion-resistant screws.
7. Acceptable manufacturers:
   a. O.Z. Gedney
   b. Steel City
   c. Thomas & Betts
   d. Crouse-Hinds
   e. Carlon

D. Expansion Fittings
1. Galvanized steel expansion joints for RGS or EMT conduit, PVC for PVC conduit.
2. Minimum 4” movement in either direction.
3. Design Make: O.Z./Gedney, Type "AX" (exposed), “DX” (Concrete Pour)
4. Acceptable manufacturers:
   a. O.Z./Gedney
   b. Crouse-Hinds
   c. Appleton

2.02 CABLE HANGERS

A. Provide prefabricated, zinc coated, carbon steel hangers UL listed to support category 5, 6, 6A, optical fiber cable, and innerduct installations.

B. Hangers shall have open top, rolled edges and a 2” diameter loop, J-hook style.

C. Provide beam clamps, rod fasteners, flange clips and brackets as job conditions require.

D. Design Make: Erico CADDY CABLECAT CAT32 series.

PART 3 - EXECUTION

3.01 GENERAL

A. Size raceways as indicated on the drawings. Where sizes are not indicated, raceways shall be sized as required by the National Electrical Code in accordance with the quantity, size, type and insulation of conductors to be installed.

B. Minimum 1/2" trade size for branch circuit and fire alarm wiring.

C. Minimum 3/4" trade size for voice/data outlets, television outlets, and branch circuit "Home Runs" to panelboards.

D. Support raceways from building structure and wall construction. Do not support raceways from ceiling systems ductwork, piping, or equipment hangers. Do not support raceways from pre-existing conduit runs, banks, racks, hangers, etc.

E. Support outlet, pull, and junction boxes independently from building structure and wall construction. Do not support from raceways.

F. Install raceways parallel or perpendicular to building walls, floors and ceilings.

G. Install raceways concealed except in the following areas:
1. Mechanical Rooms
2. Electric Rooms
3. Manufacturing areas
4. Garage or maintenance areas
5. Unfinished basements or crawl spaces

H. Provide a code compliant ground path between all outlets and the established electrical system ground.

I. Cut raceways square, ream ends to remove burrs, and bush where necessary.

J. Coordinate all raceway runs with other trades.

K. Do not install raceways adjacent to hot surfaces or in wet areas.

L. Provide expansion fittings with external grounding straps at building expansion joints.

M. Do not install conduit horizontally in concrete block partitions.

N. Arrange neatly to permit access to the raceway, outlet, pull, and junction boxes, and work

installed by other trades.

O. If it is necessary to burn holes through webs of beams or girders, call such points to the attention of the Owner's Representative and receive written approval both as to location and size of hole before proceeding with work. All holes shall be burned no larger than absolutely necessary.

P. Core drill, sleeve, and fire stop all penetrations through existing floors.

Q. Support all raceways with malleable iron pipe clamps or other approved method. In exterior or wet locations, provide minimum ¼" air space between raceway and wall. Secure raceway within 3 ft. of each outlet box, junction box, cabinet or fitting.

R. Provide conduit seals and explosion proof devices as indicated on the plans and as dictated by the National Electrical Code for all hazardous locations indicated on the drawings.

S. Provide green ground wire in all EMT, flexible conduit, and non-metallic conduit.

T. Do not install voice and data cabling in any surface metal raceway smaller than Wiremold V2400, except single voice outlets where cable runs straight down and no bends occur in raceway.

U. All accessible raceways, boxes and enclosures (including transfer switches, generators and power panels) for emergency circuits shall be permanently marked so they will be readily identified as a component of an emergency circuit or system. Accessible raceways shall be marked at least once every 3 m (10 ft). Acceptable means of marking shall include, but is not limited to, a permanently affixed identification nameplate, yellow in color with black lettering.

3.02 CONDUIT

A. Install with a minimum of bends and offsets. Bends shall not kink or destroying the interior cross section of the raceway. Factory made bends shall be used for raceways 1" trade size and larger.

B. Provide at least one junction or pullbox for each 360 degrees of bends.

C. Plug the ends of each roughed-in raceway with an approved cap or disc to prevent the entrance of foreign materials during construction.

D. Provide U.L. approved rain-tight and concrete-tight couplings and connectors.

E. Secure within three feet of each outlet box, junction box, cabinet or fitting.

F. Provide a #14 AWG fish wire in all "Spare" or "Empty" conduit runs to facilitate future installation of conductors.

G. Wherever a cluster of four (4) or more conduits rise out of floor exposed, provide neatly formed 4 in. high concrete envelope, with chamfered edges, around raceways.

H. Provide conduit supports based on the following table:

Conduit Trade Size	Type of Run	Horizontal Spacing in Feet	Vertical Spacing in Feet
½" , 3/4"	Concealed	7	10
1",, 1-1/4"	Concealed	8	10
1-1/2" & larger	Concealed	10	10
½", 3/4"	Exposed	5	7
1", 1-1/4"	Exposed	7	8
1-1/2" & larger	Exposed	10	10

I. Where conduits puncture roof, install pitch pockets as required in order that the roof warranty is maintained.

J. Raceway System Installation:
1. Wiring below 600 volts, interior locations:
   a. All raceway shall be concealed unless indicated exposed on the drawings or as approved by the Architect
   b. Electrical Metallic Tubing where concealed or exposed where indicated on drawings.
   c. Surface Metal Raceway in exposed locations where indicated on drawings.
   d. Rigid Galvanized Steel in mechanical rooms, electrical rooms, garages, maintenance areas, and manufacturing areas.

END OF SECTION

SECTION 26 0620

WIRING DEVICES

PART 1 - GENERAL

1.01 WORK INCLUDED

A. Provide all labor, materials, tools, and equipment required for the complete installation of work called for in the Contract Documents

1.02 DESCRIPTION OF WORK

A. This section includes minimum requirements for the following:
   1. Receptacles
   2. Coverplates

1.03 QUALITY ASSURANCE

A. All wiring devices shall be installed neatly, and parallel with building lines. Recessed devices shall be flush with the face of the wall. Provide extension rings on outlet boxes as required. All methods of construction that are not specifically described or indicated in the contract documents shall be subject to the control and approval of the Owner's Representative. Equipment and materials shall be of the quality and manufacture indicated. The equipment specified is based upon the acceptable manufacturers listed. Where "approved equal" is stated, equipment shall be equivalent in every way to that of the equipment specified and subject to approval.

1.04 SUBMITTALS

A. Provide product data for all wiring devices and cover plates.

PART 2 - PRODUCTS

2.01 GENERAL

A. Wiring devices shall be specification grade as a minimum.

B. Wiring device color shall be ivory.

C. Suitable for installation in a 2-1/2” deep outlet box.

D. All receptacles and switches shall be from the same manufacturer.

E. Acceptable Manufacturers:
   1. Hubbell
   2. Pass & Seymour/Legrand
   3. Arrow Hart
   4. Bryant
   5. General Electric
   6. Leviton

2.02 CONVENIENCE DUPLEX RECEPTACLES

A. 125 volt, 20 ampere, two pole, three wire, grounding, straight blade, NEMA 5-20R.

B. Side and back wiring.

C. 0.32” thick brass three prong power contacts and #8 brass screws

D. Brass center rivet

E. All brass grounding system

F. Nylon face with glass reinforced nylon back

G. Terminals Identified in accordance with U.L 498

H. UL94V-2 Flame rating

I. 2000V withstand rating

J. Design Make: Hubbell 5352 series

2.03 COVERPLATES

A. Provide type 302 stainless steel cover plates with satin finish for general purpose flush devices.

B. Provide utility cover plates for surface mounted devices in mechanical rooms.

C. Provide gasketed cover plates with a hinged cover on a cast aluminum outlet box for all devices in wet areas designated “WP”.

PART 3 - PRODUCTS

3.01 GENERAL

A. Install devices generally where called for.

B. Coordinate exact locations of all devices with equipment, millwork, counters, fin radiation, windows, etc and adjust locations as required as part of this contract.

C. Provide steel box for all devices.

D. Install receptacles and switches vertical, with the grounding pin down, and the toggle up in the on position.

E. Install all switches on the strike side of the door, with the edge of the outlet box approximately 3” from the door frame.

F. Do not install devices “back to back” in the same stud cavity without prior approval of the Owner. Offset devices as required to maintain code required fire rated assemblies or provide fire-stopping assembly around adjacent devices.

G. Provide plaster rings on all outlet boxes to permit flush installation of devices.

H. In all wet or damp areas, provide a surface mounted cast aluminum outlet box with threaded connections, gasketed cover, and non-ferrous screws.

I. Prior to installation and as part of the contract, relocate any device a distance of 5 feet in any direction at the request of the Owner.

J. Size outlet boxes in accordance with the NEC, based on the number and size of wires in the box.

K. Provide a coverplate on all devices.

3.02 EQUIPMENT MOUNTING HEIGHTS

A. Refer to Specification Section 260100 – Basic Materials and Methods for mounting heights.

3.03 LABELING

A. Provide tape labels indicating panelboard and circuit on the outside of all device coverplates.

END OF SECTION

SECTION 28 3110

POINT ADDRESSABLE FIRE ALARM WITH VOICE EVACUATION

PART 1 – GENERAL

1.01 WORK INCLUDED

A. Provide all labor, materials, tools, and equipment required for the complete installation of work called for in the Contract Documents.

1.02 DESCRIPTION OF WORK

A. This section includes minimum requirements for the following:
1. Fire Alarm Control Panel
2. Addressable Monitor Modules (Input)
3. Addressable Control Modules (Output)
4. Batteries and Charger
5. Audible/Visual Signal Devices (Speaker Strobe)

1.03 INSTALLED SPARE DEVICES

A. Provide the following spare devices installed as directed by the architect and engineer. Installation includes 50-feet of required wiring in a metal raceway system and programming. All unused devices shall be turned over to the owner at project closeout. Include sign off receipt of all devices and quantities truned over to the owner with O&M manuals.

1.04 QUALITY ASSURANCE

A. All raceways shall be installed in a neat and workmanlike manner. All methods of construction that are not specifically described or indicated in the contract documents shall be subject to the control and approval of the Owner's Representative. Equipment and materials shall be of the quality and manufacture indicated. The equipment specified is based upon the acceptable manufacturers listed. Where "approved equal" is stated, equipment shall be equivalent in every way to that of the equipment specified and subject to approval.

B. The fire alarm system contractor shall be a NYS licensed fire alarm installer.

C. Materials specified herein shall comply with the applicable requirements of:
1. The following Articles of the National Electric Code (NFPA 70)
   a. Article 760 - Fire Alarm Systems
2. The following National Fire Protection Agency (NFPA) standards:
   a. NFPA 72 - National Fire Alarm Code
   b. NFPA 101 - Life Safety Code
3. Latest adopted edition of the NYS Building Code
4. Latest adopted edition of the NYS Mechanical Code
5. The following U.L. Standards:
   a. UL 864/UOJZ,APOU - Control Units for Fire Protective Signaling Systems
   b. UL 268 - Smoke Detectors for Fire Protective Signaling Systems

c. UL 268A - Smoke Detectors for Duct Applications
d. UL 521 - Heat Detectors for Fire Protective Signaling Systems
e. UL 228 - Door Holders for Fire Protective Signaling Systems
f. UL 464 - Audible Signaling Appliances
g. UL 1638 - Visual Signaling Appliances
h. UL 38 - Manually Activated Signaling Boxes
i. UL 346 - Waterflow Indicators for Fire Protective Signaling Systems
j. UL 1481 - Power Supplies for Fire Protective Signaling Systems

1.05 SUBMITTALS

A. Provide standard product data for all equipment indicating the type, size, rating, style, catalog number, and listing of the equipment and quantities.

B. Provide calculations for sizing all batteries and power supplies. The calculations shall include a listing of current used by all current consuming devices in both the standby and alarm mode on each circuit. Provide voltage drop calculations indicating acceptable minimum end of line voltage for the specific equipment used.

C. Provide standard terminal wiring diagrams for all devices and equipment.

D. Provide a complete riser diagram indicating types of devices, number of initiation and signal loop circuits, class of wiring system, and type of wiring and listing for indoor and outdoor use. Include candela and dB level for all notification devices on riser.

E. Include addressable device ID labels for each new I/O point.

1.06 SYSTEM DESCRIPTION

A. Point addressable fire alarm system manufactured by Simplex 4100U. System operation and programming of existing devise and notification shall remain and only be extended for new devices and outlined requirements within this specification section.

1.07 SEQUENCE OF OPERATION

A. Upon an abnormal condition on the fire alarm system, the appropriate LED (alarm, supervisory, or trouble) shall flash. The panel audible alarm shall pulse for alarm conditions and sound steadily for trouble or supervisory conditions. All abnormal events shall be logged into the database, along with the date and time.

B. For the purposes of this specification section audible base smoke detectors and listed fire alarm speaker devices are considered audible signal devices.

C. For the purposes of this specification visual strobes or combination speaker/strobes are considered visual devices.

D. Voice Evacuation System:
1. Existing voice evacuation recording and operations shall remain as programmed. All existing recordings and new voice recordings shall be transmitted via a line level output form the main fire alarm control panel to (4) four remote sound systems in the building.
2. Provide any and all equipment in the existing fire alarm control panel to transmit

line level outputs to building sound system racks. Provide amplifiers, audio cards and booster panels, etc. as required.

3. The Fire Alarm System shall have the highest priority and take-over in the event the current sound system is providing audio output.
4. Upon activation of the Voice Evacuation System within every building, during manual notification a “Supervisory Condition” shall be indicated in the FACP of the corresponding building. When the activation is cleared the FACP shall indicate “Normal Condition”.

E. Operation of any carbon monoxide detector shall cause the following to happen:
1. Signal a supervisory signal only at the fire alarm control panel and remote annunciator.
2. All CO detectors throughout the housing building shall provide activation of a distinct CO detector audible code within the same continuous floor. Activate any connected CO visual amber lens strobes in the same areas.
3. Display the points in alarm on the LCD display at the fire alarm control panel and at all remote alarm annunicator panels. The visual indication shall remain until the alarm condition is reset.
4. Notify the central monitoring station via the network system connection.
5. Subsequent supervisory alarms shall repeat the respective sequence of operations.

F. Operation of any sprinkler system water flow device shall cause the following to happen:
1. Signal a general alarm condition at the fire alarm control panel.
2. Activate the addressable control relay from the fire alarm panel to operate the electric sprinkler system bell on the outside of each building.
3. Display the points in alarm on the LCD display at the fire alarm control panel and at all remote alarm annunicator panels and point at all system printers. The visual indication shall remain until the alarm condition is reset.
4. Notify the central monitoring station via the network system connection.
5. Subsequent water flow alarms shall repeat the respective sequence of operations.

G. Operation of any sprinkler system supervisory device shall cause the following to happen:
1. Signal a supervisory alarm condition at the fire alarm control panel.
2. Display the points in alarm on the LCD display at the fire alarm control panel and at all remote alarm annunicator panels and point at all system printers. The visual indication shall remain until the alarm condition is reset.
3. Notify the central monitoring station via the network system connection.
4. Subsequent supervisory alarms shall repeat the respective sequence of operations.

H. The Fire Alarm System wiring and power supplies shall be electrically supervised and report trouble conditions to the fire alarm control panel. Any opens, shorts or grounds on the system wiring shall cause the following to happen:
1. Sound a distinct pulsed trouble signal at the fire alarm control panel.
2. Flash the yellow common trouble LED.
3. Display the points in alarm on the LCD display at the fire alarm control panel and at all remote alarm annunicator panels and point at all system printers. The visual indication shall remain until the alarm condition is reset.
4. Notify the central monitoring station via the network system connection.
5. Subsequent trouble alarms shall repeat the respective Sequence of Operation.

I. Alarm Silencing:
   1. Pressing the “Alarm Silence” button shall cause all audible and visual notification appliances to be deactivated. A yellow LED located in the fire alarm control panel shall illuminate to indicate the alarm has been silenced.

PART 2 - PRODUCTS

2.01 FIRE ALARM CONTROL PANEL

A. Existing simplex 4100U shall be expanded to accept new CO detection devices, additional dry type sprinkler system monitoring points and provide for voice recording outputs to 4 locations within the existing building.

2.02 ADDRESSABLE NOTIFICATION DEVICE PANEL

A. Provides RUI network communications with other compatible fire alarm panels and local panels as shown on the drawings. Shall show all existing devices on the system and all notifications broadcasted.

B. Depending on system programming the notification device panel will have the ability to sound any individual, group, or all directly connected notifications devices in the building as shown on the riser diagram.

C. Provide power supplies sized to accommodate all devices shown on drawing plus a minimum of 50% spare capacity. Output shall for class A/B NAC circuits with strobe synchronization

D. Provide with batteries and charger sized to support the system for 24 hours, and then operate all notification appliances for 15 minutes.

E. Design Make: Simplex

2.03 ADDRESSABLE CONTROL MODULE

A. Addressable device with a form “C” dry relay contact used to control external appliances such as door closers, fans, dampers etc.

B. Relay contact rating:
   1. 24 VDC = 2amps (pilot duty)
   2. 120 Vac = .5 amps

C. Polling and alarm/active status provided by on board red and green LEDs.

D. Design Make: 4090 Simplex or Approved Equal

2.04 ADDRESSABLE MONITOR MODULE

A. Addressable device used to connect 2 class B analog initiating device circuits.

B. Input circuit wiring requirements
1. Maximum allowable wire resistance - 50 ohms per circuit
2. Maximum allowable wire capacitance - .1uF per circuit

C. Polling and alarm/active status provided by on board red and green LEDs.

D. Design Make: 4090 Simplex or Approved Equal

2.05 AUDIBLE SPEAKER DEVICE

A. Shall be compatible with the Mass Notification System Panels.

B. Provide back box for recessed installations except for installations on existing walls.

C. Operate on a 25VRMS or 70.7VRMS.

1. Provide with a line supervisory capacitor.

2. Twisted/shielded wire is required for speaker connections on a standard 25VRMS or 70.7VRMS NAC, having a minimum of 3 twists per foot is required for addressable strobe connections.

3. The following taps are available: 0.25W, 0.50W, 1.0W and 2.0W. At the 1.0W tap, the speaker has minimum UL rated sound pressure level of 84dBA at 10 feet.

4. The unit shall have a frequency response of 400 to 4000 Hz for Fire Alarm and 125 to 12kHz for General Signaling.

D. Speaker shall be 4 in, 8 ohms impedance.

E. Housing shall be die-cast, water sealed compression driver with “Red” baked epoxy finish.

F. Design Make: Simplex 4100 Series, Wheelock or approved equal.

2.06 VOICE COMMUNICATIONS PANEL

A. Modifications as required for transmitting line level audio signals to sound system equipment.

2.07 BATTERIES AND CHARGER

A. Provide battery and charger to provide 24 VDC standby power for the fire alarm and mass notification system.

B. Provide lead-calcium maintenance free batteries. Size batteries to permit 24-hours under supervisory condition, and then sound all alarms for 15 minutes.

C. Cell reversal protection.

D. 10-year minimum life expectancy.

E. Battery charger shall be self-regulating, solid state type, capable of full charging a deleted battery within five hours.

F. Install battery charger within the fire alarm control panel.

G. Install batteries with fire alarm control panel or in a vented enclosure located adjacent to the fire alarm control panel.

H. Design Make: Simplex or Approved Equal

PART 3 - EXECUTION

3.01 INSTALLATION

A. All installations shall be accomplished in a professional manner by qualified personnel regularly engaged in and experienced in this type of Work. All fire alarm installers shall possess a state license for installation of fire alarm systems where required.

B. Installation shall meet NYS Building/Fire Codes and NFPA 72 Fire Alarm Code.

C. Provide type label adjacent to all programmed LEDs or buttons customized on Fire Alarm Panels. Provide engraved plastic label on each fire alarm panel indicating the building name that will display during annunciation sequences.

D. Install all wiring in accordance with manufacturer's recommendations.

E. All RUI wiring run in underground duct banks to Addressable NACs where located in adjacent buildings shall be an approved water-proof cable.

F. All interior wiring shall be installed in a metal raceway system. Provide surface raceway in finished areas to conceal wiring. Paint all junction box covers in the raceway system Red. Provide EMT conduit in mechanical rooms or unfinished locations to conceal wiring.

G. Provide #14-2 AWG for all notification Appliance circuits. All wiring run in underground duct banks between adjacent buildings shall be an approved water-proof cable.

H. Provide a minimum #12 AWG for power supply circuits. All wiring run in underground duct banks between adjacent buildings shall be an approved water-proof cable.

I. Provide minimum dual #18 AWG twisted shielded pair for addressable loop cable.

J. Provide installation of required CAD files with new initiation points overlay on the existing color graphics head end system in the public safety system. Provide all required software and programming updates to the head end so any alarm at the apartment complex will display the device type and location on the color graphics headend.

K. All field devices, monitoring, supervisory, heat detectors, smoke detectors and etc shall individual addresses as directed by the owner.

L. Provide additional programming at the FACP for custom LCD messages based on campus standards. All initial programmed messages shall be modified to match the final room/space designation after occupancy has occurred.

M. Provide (2) voice and or mapnet fire alarm system reprogramming's as directed by the owner.

N. Provide 24 VDC power supply connection to carbon monoxide detectors from area fire alarm panel.

O. Provide line isolators for every 30 devices as required by system manufacturer.

P. Initiating device circuits shall be wired class A to line isolators. A fault on a circuit loop shall cause a trouble alarm to initiate for its associated zone at the fire alarm control panel.

Q. All wiring shall conform to N.E.C. Articles 725 and 760, and to NFPA-72, "National Fire Alarm Code".

R. Detection and initiating equipment shall be listed by UL or approved by FM.

S. All surface mounted devices shall be mounted on a special box furnished by fire alarm equipment manufacturer. Total assembly shall be secure, smooth contour and have no protrusions.

T. Where detectors are installed on wood or masonry surfaces, attach brackets directly to the surface with tamperproof fasteners. Where detectors are installed on suspended ceilings, provide additional supports in the ceiling, such as channel support system, angle iron or additional runner bars. Fasten the additional supports rigidly to the ceiling runner bar system. Attach bracket to the supports with tamperproof fasteners. Install metal spacers between the bracket and supports so that the ceiling tiles will not be a part of the support system.

U. Install wall mounted audio/visual signal devices at 80" AFF to bottom of lens. Where ceiling types are called for, verify ceiling type and mounting height in the field. Provide pendant-mounted devices as required for specified mounting height.

V. Install smoke detectors a minimum of 3-feet form HVAC diffusers. Provide slack cable at each smoke detector for moves based on field changes.

W. ALL NAC POWER EXTENDERS shall be approved by FACP manufacturer, support full monitoring and meet all NFPA requirements.

X. ALL NAC POWER EXTENDERS shall be installed in mechanical rooms adjacent to the FACP for that building if applicable.

Y. ALL NAC POWER EXTENDERS shall be monitored by an assigned individual addressable monitoring points with descriptive annunciation on the main. FACP and remote LCD ANNUNCIATORS to display this information.

Z. Coordinate assignment of ADDRESS LABELS for all reporting points on fire alarm system with the owner.

AA. Provide electronic copy of as-built design prints in "Autocad .dwg" format on a CD-ROM to be submitted with the closeout documentation.

3.02 VOICE EVACUATION SYSTEM

A. Provide programming for up to four (4) additional pre-recorded messages, to be broadcasted to building sound systems.

3.03 Carbon Monoxide Detectors

A. Provide 24V power supply connection to carbon monoxide detectors from area fire alarm panel.

B. All carbon monoxide detectors in unoccupied areas shall be interconnected to provide notification thru all other CO devices in thezsame detection zone or floor.

3.04 TESTING AND INSTRUCTION

A. Installation contractor shall provide a “Statement of Compliance Letter” to Authority Having Jurisdiction prior to scheduling any acceptance testing, per NYS Fire Code. “Statement of Compliance Letter” shall indicate that the fire alarm system was installed per all applicable codes and standards as well as per the contract documents. Acceptance testing shall not be scheduled without providing the “Statement of Compliance Letter” to the AHJ.

B. The complete fire protection system shall be fully tested and guaranteed for a period of one year after Owner's Representative written acceptance.

C. Prior to acceptance testing the contractor shall complete and submit the “Record of Completion” form as identified in NFPA 72 figure 1-6.2.1.

D. An acceptance test of the complete system shall be conducted by the contractor and fire alarm equipment vendor/installer as directed by the owner after the system has performed a 100% Pre-Test.

E. Coordinate all testing of sprinkler tamper, pressure, and flow switches with the fire protection contractor.

F. Prior to request for final payment submit a quantity of bound Operator Manuals that shall include as a minimum:
   1. Bill of Material.
   2. Standard product manufactures specification sheets for all equipment indicating the type, size, rating, style, catalog number, and listing of the equipment.
   3. Record Drawings for fire alarm wiring diagrams showing typical connection diagrams for each type of device and a complete riser diagram showing all devices, zones, addresses and wiring requirements. Record Drawings for fire alarm wiring diagram shall show all terminal connections at all panels.
   4. Calculations for sizing all batteries and power supplies. The calculations shall include a listing of current used by all current consuming devices in both the standby and alarm mode on each circuit. Provide voltage drop calculations indicating acceptable minimum end of line voltage for the specific equipment used.

5. Instruction report stating when instruction was given and who was in attendance, signed by the Owner's Representative. Provide written operator instructions for basic system operation, interpretation of system outputs, operation of manual evacuation signaling and ancillary controls and the use of drill functions (if applicable).
6. Detailed description of routine maintenance and testing as required and recommended for each type of device installed. Maintenance guide shall include:

    a. Listing of each individual device that requires periodic testing and maintenance.
    b. Step by step procedures for the testing and maintenance for each device listed.
    c. Schedule for the testing and maintenance as recommended by NFPA 72 for each device listed.
7. Submit a written test report from an authorized representative of the equipment manufacturer that each device and overall system operation has been 100% tested and approved.
8. The contractor and system installer shall provide (2) 4-hour training sessions on the new system installation. This training shall cover all new equipment items.
9. Update existing building O&M manuals to indicate new device locations, addresses and signal circuit numbers. Revise and correct existing building manuals to reflect renovations and changes to the existing system.

END OF SECTION