



DASNY

PROJECT MANUAL

The City College
of New York

The Bernard and Anne Spitzer
School of Architecture

**ROOF REPLACEMENT AND FAÇADE
REPAIRS & ASBESTOS ABATEMENT**

SHEPARD HALL

**259 CONVENT AVE,
NEW YORK, NY 10031**

515 BROADWAY
ALBANY, NY 12207-2964
518.257.3000

28 LIBERTY STREET
55TH FLOOR
NEW YORK, NY 10005-1400
212.273.5000
800.992.2788

539 FRANKLIN STREET
BUFFALO, NY 14202-1109
716.884.9780

3495 WINTON PLACE
BUILDING C, SUITE 1
ROCHESTER, NY 14623
585.450.8400

**CITY COLLEGE OF NEW YORK
160 CONVENT AVENUE
NEW YORK, NY 10031**

DASNY PROJECT NUMBER: 363580

SSX PROJECT NUMBER: 6353 R01

DATE: 10/04/2024

BID SUBMISSION

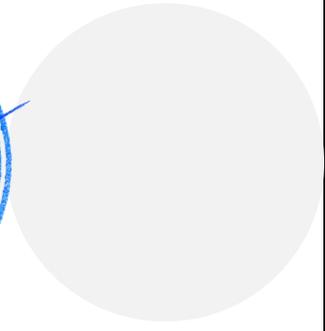
SUPERSTRUCTURES + ENGINEERS / ARCHITECTS

14 WALL STREET
NEW YORK, NY 10005
PHONE: (212) 505-1133

Seals & Signatures

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DASNY

DORMITORY AUTHORITY STATE OF NEW YORK

WE FINANCE, BUILD AND DELIVER.

Construction Front End Documents

ALBANY (HEADQUARTERS): 515 Broadway, Albany, NY 12207 | 518-257-3000

BUFFALO: 6047 Transit Road, Suite 103, East Amherst, NY 14051 | 716-566-4400

NEW YORK CITY: 28 Liberty Street, Fl 55, New York, NY 10005 | 212-273-5000

ROCHESTER: 3495 Winton Place, Building C, Suite 1, Rochester, NY 14623 | 585-461-8400

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www.dasny.org

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DIVISION 01

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D A S N Y

DORMITORY AUTHORITY STATE OF NEW YORK

WE FINANCE, BUILD AND DELIVER.

Construction Bidding Requirements

ALBANY (HEADQUARTERS): 515 Broadway, Albany, NY 12207 | 518-257-3000

BUFFALO: 539 Franklin Street, Buffalo, NY 14202 | 716-566-4400

NEW YORK CITY: 28 Liberty Street, Fl 55, New York, NY 10005 | 212-273-5000

ROCHESTER: 3495 Winton Place, Building C, Suite 1, Rochester, NY 14623 | 585-461-8400

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NOTICE TO BIDDERS
DORMITORY AUTHORITY OF THE STATE OF NEW YORK (“DASNY”)
City University of New York
City College of New York
Shepard Hall Roof Replacement & Façade Repairs and Associated Asbestos Abatement
CR24 General Construction
Project Number 3635809999

Sealed bids for the above Work located at **City College of New York, 259 Convent Avenue, New York, New York 10031**, will be received by DASNY at its office located at 515 Broadway, Albany, NY 12207. Each bid must be identified, on the outside of the envelope, with the name and address of the bidder and designated a bid for the Project titled above. When a sealed bid is placed inside another delivery jacket, the bid delivery jacket must be clearly marked on the outside **“BID ENCLOSED”** and **“ATTENTION: CONSTRUCTION CONTRACTS – TRACEY MEYER.”** DASNY will not be responsible for receipt of bids which do not comply with these instructions.

The Dormitory Authority of the State of New York (“DASNY”) has determined that its interest in obtaining the best work at the lowest possible price, preventing favoritism, fraud and corruption, and other considerations such as the impact of delay, the possibility of cost savings advantages and any local history of labor unrest are best met by use of a Project Labor Agreement (“PLA”) on this Project. The successful low bidder, as a condition of being awarded this Contract, will be required to execute the PLA described in the Information for Bidders and included in the Contract Documents. See Section 18.0 of the Information for Bidders of the Contract Documents for additional information. All subcontractors of every tier will be required to agree to be bound by the PLA.

All individuals who plan to attend pre-bid meetings or bid openings in person will be required to present government-issued picture identification to building security officials and obtain a visitors pass prior to attending the bid opening.

Individuals and entities submitting bids in person or by private delivery services should allow sufficient time for processing through building security to assure that bids are received prior to the deadline for submitting bids.

All bid openings will be made available for viewing live via Zoom at www.zoom.us. To enter the meeting, select “Join a Meeting” then enter Meeting Id 550 592 4065, Password 730959. Individuals are strongly encouraged to utilize this public viewing option as an alternative to in person attendance at bid openings.

Only those bids in the hands of DASNY, available to be read at **2:00 PM** local time on **February 5, 2025**, will be considered. Bids shall be publicly opened and read aloud. Bid results can be viewed at DASNY’s website; <http://www.dasny.org>.

In accordance with State Finance Law § 139-j and § 139-k, this solicitation includes and imposes certain restrictions on communications between DASNY personnel and a prospective bidder during the procurement process. Designated staff for this solicitation is: **Vadim Raskin, Sr. Project Manager, 138th Street and St. Nicholas Terrace, DASNY Red Trailer, New York, New York 10031, 646-210-3952, VRaskin@dasny.org** (the Owner’s Representative) **and DASNY at ccontracts@dasny.org**. Contacts made to other DASNY personnel regarding this procurement may disqualify the prospective bidder and affect future procurements with governmental entities in the State of New York. For more information pursuant to this law, refer to DASNY’s website; <http://www.dasny.org> or the OGS website; <http://www.ogs.state.ny.us>.

A Pre-Bid Meeting will be held on **Wednesday, November 13, 2024, at 11:00 AM via Microsoft Teams. Click the following link to join: [Join the meeting now](#). Contact Vadim Raskin at 646-210-3952.** All prospective bidders are strongly encouraged to attend.

A complete set of Contract Documents may be viewed and/or purchased online from Camelot Print and Copy Centers. Only those Contract Documents obtained in this manner will enable a prospective bidder to be identified as an official plan holder of record. DASNY takes no responsibility for the completeness of Contract Documents obtained from other sources. Contract Documents obtained from other sources may not be accurate or may not contain addenda that may have been issued. In addition, prospective bidders are advised that the Contract Documents for this Project contain new "GENERAL CONDITIONS for CONSTRUCTION" dated June 17, 2021, that contain significant revisions from those documents previously contained in DASNY's Contract Documents. Prospective bidders are further advised to review applicable sections of these General Conditions for any potential impact on their bid price prior to submittal of the bid. The plan holders list and a list of interested subcontractors and material suppliers may be viewed at DASNY's website: <http://www.dasny.org>. For Bid Opportunities and other DASNY related news, follow us on Twitter @NYS_DASNY and Facebook <https://www.facebook.com/pages/DASNY-Dormitor-Authority-of-the-State-of-New-York/307274192739368>.

To view the Contract Documents online, click the following link: www.camelotplanroom.com or type it into your web browser. Then click on the Public Jobs link on the left side of the page. If you would like to purchase the Contract Documents and become a registered planholder click the link "Register for an account" and follow the steps to create a free account (if you have not previously set one up). Once you have a Login and Password, log in to the planroom. To order a **DIGITAL DOWNLOAD** of the Contract Documents and be placed on the bidder's list, add the Contract Document(s) to your cart and proceed to the checkout. All major credit cards are accepted online. A purchase of a digital download is **required** to become a registered planholder. Printed sets of the Contract Documents are also available to planholders for an additional cost and may be ordered through the online planroom or by mailing a check. The purchase of the digital downloads and printed sets are non-refundable and non-returnable. Please contact Camelot's Bid Department at (518) 435-9696 or email them at camelotbids@teamcamelot.com for more information.

If you prefer to order a CD of the Contract Documents in place of the digital download, please send your non-refundable check/money order in the amount of \$15.00 payable to Camelot Print and Copy Centers to: Camelot Print & Copy Centers, Attn: Bid Department, 630 Columbia St. Ext., Latham, NY 12110

If you are ordering by mail, please include ALL the following on a transmittal with your check or money order:

Company Name
Address (physical address only)
Contact Person
Phone Number
Email (for communication including addendum notifications)
Company Fax number
FedEx or UPS shipping account number

If you do not have a shipping account, please send an additional non-refundable check for \$20 payable to Camelot Print and Copy Centers. Please include your Federal ID number, telephone and fax numbers on your Bank Check or Postal Money Order. NOTE: Bid due date is subject to change if Contract Documents are not available when requested, therefore, please call to confirm the availability of Contract Documents. If the Contract Documents will not be picked up by the purchaser, the purchaser will need to provide an

account number for shipping of the documents or send an additional non-refundable check for \$20 payable to Camelot Print and Copy Centers.

For the convenience of prospective bidders, subcontractors and material suppliers, the Contract Documents will be displayed at the following locations:

Construction Journal

Contact information for hard copy distribution

bids@constructionjournal.com

400 SW 7th St.

Stuart, FL 34994

Contact information after documents have been issued

efrance@constructionjournal.com

Phone: 772-781-2144, ext 426

Fax: 772-781-2145

ConstructConnect

Attn: Production

30 Technology Parkway S. Suite 500

Norcross, GA 30092

Contact: Vera Bifulco

Email: projects@cmdgroup.com

Ph: (800) 364-2059

Dodge Data & Analytics

3315 Central Avenue

Hot Springs, AR 71901

Contact: William Fleming

william.fleming@construction.com

Ph: (518) 269-7735

Robert J. Rodriguez, President & CEO
November 6, 2024

BIDDING REQUIREMENTS for CONSTRUCTION

INFORMATION FOR BIDDERS

Section 1.0 - Pre-Bid Meeting, Bid Opening & Pre-Award Meeting

A pre-bid meeting will be held on Wednesday, November 13, 2024, at 11:00 AM via Microsoft Teams. Click the following link to join: [Join the meeting now](#). Contact Vadim Raskin at 646-210-3952. Prospective bidders are strongly encouraged to attend. The purpose is to observe actual Site conditions and review Contract Document requirements.

All individuals who plan to attend pre-bid meetings or bid openings in person will be required to present government-issued picture identification to building security officials and obtain a visitors pass prior to attending the bid opening.

Individuals and entities submitting bids in person or by private delivery services should allow sufficient time for processing through building security to assure that bids are received prior to the deadline for submitting bids.

All bid openings will be made available for viewing live via Zoom at www.zoom.us. To enter the meeting, select "Join a Meeting" then enter Meeting Id 550 592 4065, Password 730959. Individuals are strongly encouraged to utilize this public viewing option as an alternative to in person attendance at bid openings.

A mandatory pre-award meeting for the apparent low bidder will be held on Wednesday, February 19, 2025 via Microsoft Team (link will be provided later). Contact Vadim Raskin at 646-210-3952.

Section 2.0 - Examination of the Contract Documents and Site

- A. Prospective bidders shall examine the Contract Documents carefully and, before bidding, shall make a written request to the Owner and Design Professional, for an interpretation or correction of any ambiguity, inconsistency, or error therein which should be discovered by a reasonably prudent bidder. Every request for such interpretation must be received at least ten (10) days prior to the date fixed for the opening of the bid. Such interpretation or correction, as well as additional Contract provisions the Owner shall decide to include, shall be issued in writing by the Owner as an Addendum, which shall be provided to each prospective bidder recorded as having received a copy of the Contract Documents from the Owner and shall be available at the places where the Contract Documents are available for inspection by prospective bidders. Such Addendum shall become a part of the Contract Documents and shall be binding on prospective bidders whether or not the bidder receives or acknowledges the actual notice of such Addendum. Requirements of the Contract Documents shall apply to Addenda.
- B. Only interpretations, corrections or additional Contract provisions issued in writing by the Owner as Addenda shall be binding. No officer, agent or employee of the Owner or the Design Professional is authorized to explain or to interpret the Contract Documents by any other method and any such explanation or interpretation, if given, must not be relied upon by the bidder.
- C. At the time of the opening of bids, each bidder shall be presumed to have inspected the Site and to have read and to be familiar with the Contract Documents. The failure or omission of any bidder to receive or to examine any Contract Document shall in no way relieve any bidder from any obligation in respect to the bid of such bidder.

Section 3.0 - Qualifications of Bidder

- A. The Owner shall investigate the responsibility of any bidder to determine the ability of any bidder to perform the Work. Bidders shall provide the Owner with all information requested to conduct such

BIDDING REQUIREMENTS for CONSTRUCTION

INFORMATION FOR BIDDERS

investigation. The Owner reserves the right to reject any bid if the requested items are not submitted as required or if the bidder fails to demonstrate to the Owner's satisfaction that the bidder is responsible or qualified to carry out the obligations of the Contract or to complete the Work as contemplated.

- B. The apparent low bidder must submit the required pre-award submittal package outlined below to the Procurement Unit within five (5) working days after receipt of the Pre-Award letter notification.
1. **Workforce and Work Plan** – Provide a detailed written Work Plan which shall demonstrate the contractor's understanding of overall project scope and shall include, but not be limited, to the following:
 - a. Sequential listing of major project activities required to successfully complete the Work of the contract.
 - b. Include Critical Schedule Milestones and/or preliminary project schedule.
 - i. Include phasing of the Work, if required.
 - c. Include listing of long lead items.
 - d. Include a preliminary list of site-/project-specific safety hazards, and how such hazards will be considered in performance of the Work.
 - e. Résumés for Contractor's proposed supervisory staff, including qualifications for specialized expertise or any certification(s) required to perform the Work.
 - f. Names of all proposed sub-contractors and vendors and a listing of the related trade of work and value.
 - g. Any special coordination requirements with other trades.
 - h. Any special storage and staging requirements for construction materials.
 - i. Detailed bid breakdown showing costs per associated CSI divisions and/or required trade costs.
 - j. The bidder or its principals shall have a minimum of five (5) years' experience in similar work and shall provide to the Owner on the Minimum Qualifications Form a list of five (5) contracts of similar size, scope, and complexity to this Project completed or substantially completed within the last ten (10) years. Projects with complex technical specification sections may require additional experience in terms of both time as well as number of similarly completed projects.
- C. Experience will be viewed from both the perspective of completed projects of comparable size, scope and complexity, as well as the experience and qualifications of the bidder's personnel. The determination of relevant project experience in terms of size, scope and complexity will be at the sole and exclusive discretion of the Owner.
- D. Bidders shall, within the time specified by the Owner, submit to the Owner the names of the Subcontractors the Bidder proposes to use on the project. The Owner reserves the right to disapprove the use of any proposed Subcontractor. In such an event the Bidder shall submit the name of another Subcontractor in like manner within the time specified by the Owner. The Bidder shall have and will make no claim for compensation if the Owner disapproves any proposed Subcontractor. The Owner reserves the right to reject any bid if the names of proposed Subcontractors, or additional subcontract information, are not submitted as required.
- E. In the event the bidder fails to establish to the satisfaction of the Owner, as set forth in (A) thru (C) above, that the bidder is both responsible and meets the qualification requirements of the solicitation, the Owner reserves the right, in its sole discretion, to reject any bid.

BIDDING REQUIREMENTS for CONSTRUCTION

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Section 4.0 - Executive Order No. 170.1 – Uniform Guidelines for Responsibility Determinations

The criteria contained in Executive Order No. 170.1 dated June 23, 1993 (9 NYCRR § 4.170, Context and Analysis, Historical Note 32) will also be applied in the bid review process. In the event of any conflict between the criteria in Executive Order No. 170.1 and the criteria in the Contract Documents, the stricter criteria shall apply.

Section 5.0 - Executive Order No. 125 – NYS Vendor Responsibility Questionnaire

- A. For any contract \$10,000 or more, the New York State Vendor Responsibility Questionnaire For-Profit Construction (CCA-2) Certification Page shall be submitted by the apparent low bidder to the Owner within five (5) business days of receipt of the Pre-Award Notification Letter. Executive Order No. 125 dated May 22, 1989 is found at 9 NYCRR §4.125.
- B. The apparent low bidder shall submit a New York State Vendor Responsibility Questionnaire For-Profit Construction (CCA-2) Certification Page to the Owner for each proposed subcontractor where the subcontract for the Work of the Project exceeds two million dollars and for any other subcontractor upon request of the Owner. **The Owner recommends that any subcontractors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System (the “System”) prior to submission of the bid.**
- C. **The Owner recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System (the “System”) prior to submission of the bid.** To enroll in and use the System, see the System Instructions at http://www.osc.state.ny.us/vendrep/vendor_index.htm or go directly to the VendRep System online at <https://portal.osc.state.ny.us>. Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for System assistance, contact the Office of the State Comptroller’s (“OSC”) Help Desk at 866-370-4672 or 518- 408-4672 or by email at ciohelpdesk@osc.state.ny.us. Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the System website www.osc.state.ny.us/vendrep or may contact the Owner (DASNY) or OSC’s Help Desk for a copy of the paper form.
- D. As further described in Section 9.0 – Preparation of Bids of this Information for Bidders, the bidder shall submit with its bid a separately sealed list of the names of each subcontractor and the agreed upon amount to be paid to each subcontractor for the HVAC, plumbing and electric work. Upon notification of apparent low bid status and consistent with Article 6, Section 6.01 L. of the General Conditions, the apparent low bidder, shall submit a NYS Vendor Responsibility Questionnaire For-Profit Construction (CCA-2) Certification Page for each subcontractor named in accordance with Section 9.0 Preparation of Bids. **The Owner recommends that all named subcontractors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System (the “System”) prior to submission of the bid.**

Section 6.0 – 2005 Procurement Lobbying Law

- A. Pursuant to provisions of the General Conditions, Article 18 – 2005 Procurement Lobbying Law, for any contract \$15,000 or more, the 2005 PROCUREMENT LOBBYING LAW – CERTIFICATION as part of the Omnibus Procurement Certification form is to be submitted with the bid.
- B. All bidders, domestic and foreign, must be in compliance with New York State business registration requirements. Contact the NYS Department of State regarding compliance.

BIDDING REQUIREMENTS for CONSTRUCTION

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Section 7.0 - Approval of Subcontractors/Subcontract Limits

- A. Pursuant to provisions of the General Conditions, Article 6 - Subcontracts, bidders shall within the time specified by the Owner, submit to the Owner the names of the subcontractors which the bidder proposes to use on the Contract. The Owner reserves the right to reject any bid if the names of proposed subcontractors, or additional subcontractor information, are not submitted as required.
- B. The Contractor shall not make Subcontracts totaling a dollar amount which is more than the percentage of the total Contract price indicated below. The Owner may modify these requirements at any time, including after receipt of bids, when determined to be in the best interest of the Owner.

Subcontract limits are as follows:

Contract Trade	%	Contract Trade	%
CR24 General Construction	75%		

Section 8.0 - Opportunity Programs Requirements

- A. Pursuant to provisions of the General Conditions, Article 20 – Opportunity Programs and Article 21 – Service-Disabled Veteran Owned Businesses, the Contractor agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the Owner, to fully comply and cooperate with the Owner in the implementation of NYS Executive Law ARTICLE 15-A, PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS and Article 17-B, SERVICE DISABLED VETERAN OWNED BUSINESSES. These requirements will include: equal employment opportunities for minority group members and women (EEO), plus opportunities for minority and women-owned business enterprises (M/WBE). The Contractor’s demonstration of good faith efforts shall also be a part of these requirements.
- B. The Owner has adopted a goal oriented approach to ensure employment of EEO & M/WBE at a level commensurate with their capability and availability. The Owner has determined that the goals for EEO & M/WBE participation in the Work of the Contract are follows:

Percent of Total Work Force (EEO):

Minority & Women Workforce Goal (for all trades) **45%**

Percent of Total Contract (M/WBE):

Minority Business Enterprise Goal **18%**

Women's Business Enterprise Goal **12%**

Service Disabled Veteran Owned Businesses **6%**

The goals stated above, for each contract, do not apply to bids of less than \$100,000.

- C. The apparent low bidder shall submit within the specified time frames, the following:
 - 1. A Statewide Utilization Management Plan (“SUMP”) via the NYS Contract System. Hard copies of the plan will no longer be accepted and no payment can be made without an approved plan. Please login to the NYS Contract System at <https://ny.newnycontracts.com> to view and complete

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the SUMP. If you are a new user, click on **Account Lookup**” to identify your account by company name. You can then **Request New User** to be set up so that you can access the account. **It is important that the staff member who is responsible for reporting payment information for your firm is also set up as a user in the System.** Email notifications regarding the approval/denial of the plan will come from the New York State Contract System so please ensure the address is listed in your contacts to avoid messages being deleted as spam.

2. The Statewide Utilization Management Plan (“SUMP”) shall be submitted within ten business (10) days after being notified of the Notice to Proceed (NTP). The SUMP shall list all proposed Subcontractors and material suppliers the bidder intends to use to perform the Work of the Contract including an identification of the NYS Empire State Development Corporation (“ESD”) certified M/WBE Subcontractors and material suppliers the bidder intends to use to achieve the participation goals established above. The **Scope Verification Form** shall accompany the SUMP for each M/WBE Subcontractor listed on the SUMP. Only NYS ESD certified M/WBEs submitted in the SUMP will qualify for M/WBE credit. The Owner or ESD can assist the bidder in locating NYS certified M/WBEs.
3. The Owner will review the SUMP and issue the bidder a notice of acceptance or deficiency within twenty (20) days of its receipt. A notice of deficiency shall include (i) the name of any M/WBE which is not acceptable for the purpose of complying with the M/WBE participation goals and the reasons why it is not acceptable; (ii) elements of the Work of the Contract, which the Owner has determined can be reasonably structured by the bidder to increase the likelihood of participation in the Contract by M/WBEs; and (iii) other information which the Owner determines to be relevant to the SUMP.
4. The bidder shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to the Owner a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by the Owner to be inadequate, the Owner shall notify the bidder and direct the bidder to submit, within five (5) business days, a Request for Waiver. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid.
5. The bidder who has written documentation of good faith efforts to obtain commitments from M/WBE subcontractors and material suppliers prior to submitting the SUMP may submit a request for waiver form at the same time it submits the SUMP. If a Request for Waiver is submitted with the SUMP and is not accepted by the Owner, the provisions of clauses (i) and (ii) of paragraph 3 regarding the notice of deficiency and written remedy will apply. In this case, the bidder may submit a second Request for Waiver as directed by the Owner.
6. If the bidder does not submit a SUMP, remedy deficiencies in the SUMP, submit a Request for Waiver, or if the Owner determines that the SUMP does not indicate that the M/WBE participation goals will be met and/or that the bidder has failed to document good faith efforts, the Owner shall withhold payment to the contractor.
7. The bidder shall attempt to utilize, in good faith, any M/WBE identified within the SUMP, at least to the extent indicated in the SUMP.
8. The bidder shall submit to the Owner, within thirty (30) days from the acceptance of the SUMP, copies of the executed Subcontract and the accepted schedule of values for each M/WBE Subcontract and the fully executed purchase order agreement to each M/WBE supplier identified on the accepted Utilization Plan. Each executed agreement shall include reference to the Contract.

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9. Six Month Workforce Utilization Schedule.
- D. Failure to provide the above plans and the aforementioned information shall result in the Owner withholding payment to the contractor. To become more familiar with the Opportunity Program Requirements, a Pre-Bid Meeting Outline is available on the Dormitory Authority's website.
- E. DASNY's Capital Management Plan assists New York State's MWBE, SDVOB, and smaller general contractors become prime contractors on DASNY construction projects statewide by accessing affordable capital and to qualify for bonding. To learn more about this program please click on the link for additional information <https://cayemittegroup.com/cayemitte-capital-management/> or contact David Cayemite, President/CEO of the Cayemite Group at (609) 521-4201 or Michael M. Clay Senior Director of OPG|Co-Leader of Procurement at mclay@dasny.org.

Section 9.0 - Preparation of Bids

- A. Bids must be submitted on the Form of Bid supplied by the Owner in the bidder's full legal name or the bidder's full legal name plus a registered assumed name. Bids shall be enclosed in a sealed envelope, addressed to the Owner, and marked with the name and address of the bidder, and the name of the Project. All blank spaces for bid prices must be filled in, using both words and figures, words to take precedence over figures. Conditional bids shall not be accepted. Bids shall not contain any recapitulation of the Work to be done. No oral, facsimile transmittal, electronic or telephonic bids or modifications of bids shall be considered. Bids shall contain an original signature of the bidder in the space provided on the Form of Bid.
- B. Bids that are illegible or that contain omissions, alterations, additions, or items not called for in the bidding documents may be rejected as not responsive. Any bid which modifies, limits, or restricts all or any part of such bid, other than as expressly provided for in the Contract Documents, may be rejected as not responsive.
- C. The Owner may reject any bid not prepared and submitted in accordance with the provisions of the Contract Documents.
- D. Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof and any bid received after such time and date shall not be considered.
- E. No bidder may withdraw a bid within sixty (60) days after the actual date of the opening thereof. After sixty (60) days, the Owner, at its sole discretion, may request that the bidder extend the expiration of the bid, as often as deemed necessary, to a date set by the Owner. After sixty (60) days, if the Contract has not been awarded and the Owner elects to not request an extension, the Owner may consider the bid as expired and return the bid security.
- F. No action or proceeding concerning in any way any bid for the Contract or the Contract shall be brought against the Owner in any location other than Albany County unless the Owner specifically consents, in writing, to a change of venue.
- G. The work of this Project is being bid as a single prime Contract. Each bidder must submit with its bid a separately sealed list of the names of each subcontractor and the agreed upon amount to be paid to each subcontractor for the Heating, Ventilating and Air Conditioning ("HVAC"), Plumbing and Electric work.**

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The agreed upon amount to be paid to each subcontractor must be included in the total bid amount submitted by the Bidder in the space provided on page 1 of the Form of Bid.

Upon announcement of the low bid the sealed list of subcontractors for the HVAC, Plumbing and Electric work submitted with the low bid shall be opened and each subcontractor shall be announced. The remaining lists of subcontractors for the HVAC, Plumbing and Electric work submitted with each bid shall remain sealed and returned to each bidder upon award of the Contract.

Section 10.0 - Bid Security

- A. In the amount of five percent (5%) of the base bid amount, each bid must be accompanied by a certified check of the bidder made payable to the Dormitory Authority or by a bid bond prepared on the form of bid bond included in the Contract Documents, duly executed by the bidder as principal, and the surety thereon. Bidder failure to provide bid security as prescribed, may result in rejection of the bid. Bid bonds submitted as bid security shall contain an original signature of both the bidder and the surety providing the bid bond in the space provided on the Form of Bid Bond. The surety shall be authorized to do business in the State of New York by the New York State Department of Financial Services, rated at least A- by A. M. Best and Company, or meet such other requirements as are acceptable to the Owner in its sole and exclusive discretion.
- B. Any certified checks submitted as bid security shall be returned to all except the three (3) lowest bidders after the opening of bids, and the remaining checks shall be returned to the three (3) lowest bidders after the Owner and the accepted bidder have executed the Agreement, or if no Agreement has been executed within sixty (60) days after the date of the opening of bids, upon demand of the bidder at any time thereafter so long as such bidder has not been notified of the acceptance of such bid.
- C. Bid Bonds of all but the bidder executing the Agreement shall be destroyed by the Owner either 1) after the Owner and the accepted bidder have executed the Agreement, or 2) if no Agreement has been executed, sixty (60) days after the date of the opening of bids.

Section 11.0 – Compliance With Laws

The bidder shall sign and submit with the bid the COMPLIANCE WITH LAWS – CERTIFICATION as part of the Omnibus Procurement Certification form included in the Contract Documents.

Section 12.0 - Bid Designation

- A. Each bid shall bear on the outside of the envelope the name of the bidder, its address, its telephone number and designated as bid for the following:

**City University of New York
City College of New York
Shepard Hall Roof Replacement & Façade Repairs and Associated Asbestos Abatement
CR24 General Construction
Project Number 3635809999**

- B. Bids submitted via; mail, express service, or messenger service shall indicate on the exterior of the envelope the words "**BID ENCLOSED.**" Attention: "**Construction Contracts – Tracey Meyer.**"

BIDDING REQUIREMENTS for CONSTRUCTION

INFORMATION FOR BIDDERS

Section 13.0 - Award of Contract

- A. Award of the Contract shall be made to the bidder submitting the lowest bid, if:
1. In the opinion of the Owner, the bid is responsive to the bid solicitation, and such bidder is qualified to perform the Work involved, is responsible and reliable.
 2. The bidder submits required documents as described under Section 17.0 – Forms and Documents.
 3. On contracts of One Million Dollars (\$1,000,000) or more, the bidder furnishes within five days after low bidder notification, documentation of efforts to encourage the participation of New York State enterprises as suppliers and subcontractors. Also, in a post-award compliance report, furnish documentation of efforts to provide notification to New York State residents of employment opportunities, through the New York State Job Service Division, or provide such notification in a manner consistent with existing collective bargaining contracts or agreements.
- B. Alternates, if stated in the Form of Bid, shall be chosen at the sole and exclusive discretion of the Owner when awarding the Contract. Alternates shall be listed in their order of priority, and acceptance shall be made in the same order, except that the Owner, at its sole and exclusive discretion, may by-pass any Maintenance or Warranty Service Alternates. The lowest bid will then be determined by adding, to the bidder's total base bid, all Alternates chosen by the Owner.
- C. The Owner reserves the sole and exclusive right to reject any bid or all bids, to waive any informalities or irregularities or omissions in any bid received or to afford any bidder an opportunity to remedy any informality or irregularity.
- D. The execution of the Agreement shall not be construed as a guarantee by the Owner that the plant, equipment, and the general scheme of proposed operations of a bidder is either adequate or suitable for the satisfactory performance of the Work or that other data supplied by a bidder is accurate.

Section 14.0 - Required Bonds and Insurance

- A. Simultaneously with the delivery of the signed Agreement, the successful bidder shall furnish to the Owner and maintain, at its own cost and expense a Performance Bond in an amount at least equal to one hundred percent (100%) of the Contract amount as security for faithful performance of the Contract and also a Payment Bond in an amount at least equal to one hundred percent (100%) of the Contract amount for the payment of all persons performing labor under the Contract or furnishing materials for the Contract. The Performance Bond and Payment Bond surety must be authorized to do business in New York State by the NYS Department of Financial Services, rated at least A- by A.M. Best and Company or meet such other requirements as are acceptable to the Owner in its sole and exclusive discretion.
- B. Attorneys-in-fact who sign said bonds on behalf of a surety must affix to each bond a certified and effectively dated copy of their power of appointment.
- C. Bidders should carefully review the Contract Documents for the requirements for insurance and bonds for this Contract including, but not limited to, Articles 6, 14 and 15 of the General Conditions and the sample certificate of insurance provided by the Owner in the bidding documents. The deductible for General Conditions Section 15.06 A is \$50,000 for SUNY projects and \$250,000 for all other projects.

BIDDING REQUIREMENTS for CONSTRUCTION

INFORMATION FOR BIDDERS

Section 15.0 - Damages for Failure to Enter into Agreement

The successful bidder, upon failure or refusal to sign and deliver the Agreement and bonds required within fourteen (14) days after such bidder has received the Letter of Intent, shall forfeit to the Owner as damages for such failure or refusal, the bid security, or the sum of the difference between the total bid of the successful bidder and the total bid of the bidder submitting the next lowest bid, whichever sum shall be higher.

Section 16.0 - Substantial Completion and Liquidated Damages

- A. All the Work of the Contract Documents shall commence at the time to be specified in the Notice to Proceed and the Contractor shall achieve Substantial Completion no later than **June 30, 2026**.
- B. Liquidated Damages may be assessed for each and every calendar day that the Work of the Contract is not complete, after the above stated date for Substantial Completion of the Work, at the rate of **One Thousand Five Hundred and 00/100 Dollars (\$1,500.00)**.

Section 17.0 – Forms and Documents

Each bidder shall complete and submit to the Owner, pursuant to provisions stated in the Information for Bidders, the following forms and documents:

Bidding Requirements: each bidder shall submit the following at time of bid:

- Form of Bid
 - Omnibus Procurement Certification
 - 2005 Procurement Lobbying Law - Certification
 - Code of Business Ethics - Certification
 - Compliance with Laws - Certification
 - W-9 Form
 - Supplement to Form of Bid
 - Unit Price Worksheet
 - Alternate Form
 - Bid Security
- F. Contract Forms for Construction: the successful bidder shall submit the following for execution of the Contract. The Owner reserves the right to reject any bid if any or all of the required documents are not submitted within the timeframes identified below, or if the bidder fails to demonstrate to the Owner's satisfaction that the bidder is responsible or qualified to carry out the obligations of the Contract or to complete the Work as contemplated:
- Workforce and Work Plan submittal package as per Section 3.0 – Qualifications of Bidders Letter B.1 – within five (5) days of pre-award letter notification
 - Required Insurance Forms – within five (5) days of pre-award letter notification
 - New York State Vendor Responsibility Questionnaire For-Profit Construction (CCA-2) - within five (5) days of pre-award letter notification
 - New York State Vendor Responsibility Questionnaire For-Profit Construction (CCA-2) for each subcontractor named with the bid for the HVAC, plumbing and electric work within five (5) days of pre-award letter notification (if applicable)

BIDDING REQUIREMENTS for CONSTRUCTION

INFORMATION FOR BIDDERS

- Signed Project Labor Agreement - within five (5) days of pre-award letter notification (if applicable)
- Agreement - within fourteen (14) days after Letter of Intent
- Payment Bond – with Contractor’s signed Agreement
- Performance Bond – with Contractor’s signed Agreement

Section 18.0 – Project Labor Agreement

The Dormitory Authority of the State of New York (“DASNY”) has determined that its interest in obtaining the best work at the lowest possible price, preventing favoritism, fraud and corruption, and other considerations such as the impact of delay, the possibility of cost savings advantages and any local history of labor unrest are best met by use of a Project Labor Agreement (“PLA”) on this Project. The successful low bidder as a condition of being awarded this Contract, must execute the PLA included in the Contract Documents following the Form of Bid. The Work undertaken in connection with this Project will be governed by, and subject to the conditions set forth in the PLA. All Subcontractors of every tier, will be required to execute a Letter of Assent, included in the enclosed PLA, agreeing to be bound by the PLA. The PLA has been approved by the Building and Construction Trades Department, AFL-CIO.

Section 19.0 – Electronic Data Transfer

Notwithstanding Section 2.02 (B) – Electronic Data Transfer, payment to the Contractor shall only be rendered electronically, unless payment by paper check is authorized in writing by the Owner. The Contractor further acknowledges and agrees that the Owner may withhold payments, if the Contractor has not complied with the Owner’s requirements relating to the electronic payment program in effect at such time, unless payment by paper check is authorized in writing by the Owner.

FORM OF BID
BASE BID AND UNIT PRICE WORKSHEET
City University of New York
City College of New York
Shepard Hall Roof Replacement & Façade Repairs and Associated Asbestos Abatement
CR24 General Construction
Project Number 3635809999

This worksheet must be completed and submitted with the Form of Bid. Failure to do so may result in rejection of the bid.

The Contractor shall provide the Unit Cost and the Total Cost for each Item listed below. The Unit Cost and Total Cost shall be “ALL INCLUSIVE.” In addition to being used to arrive at the bid on page 1 of the Form of Bid and determination of the apparent low bidder, said Unit Cost will be used to establish subsequent payment to the Contractor or credit to the Owner should the actual field measured final quantity be more or less than the Quantity listed below. The Owner will direct any change in quantities via Change Order pursuant to Article 7 of the General Conditions.

- 1. Bid Item #1 – “Base Bid Work” – This lump sum cost includes all Contract labor, material, equipment, insurance, overhead, profit, general conditions, general requirements, and all other Work required by the Contract Documents, except for Bid Item #2 costs described below.**

TOTAL Bid Item #1 \$ _____

- 2. Bid Item #2 – “Unit Price Items”**

Item	Description of Unit Price Items	Estimated Quantity	Unit Measure	Unit Cost	Total Estimated Cost of each Item
CON 01	Concrete Deck Spall Repair	605	SF	\$	\$
DEK 01	Plywood Decking Assembly Over Terracotta Deck	1,380	SF	\$	\$
DEM 03	Removal of Plywood Sheathing, Sleepers and Insulation	1,380	SF	\$	\$
DRN 03	Drain Refurbishment at Sheet Metal Roofs/Gutters	2	EA	\$	\$
DRN 04	Drain Refurbishment and Flashing at IRMA Roof	10	EA	\$	\$
DRN 05	Drain Refurbishment and Flashing at PVC Roof	10	EA	\$	\$
FIL 01	Negative Slope Deck Repair Fill	205	SF	\$	\$
FLA 09	Flashing at Slate Roof Gutter Vent Curb	3	EA	\$	\$

FLA 13	Flashing at IRMA Roof Pipe Penetration	1		EA	\$	\$
FLA 16	Flashing at IRMA Roof Conduits	1		EA	\$	\$
FLA 17	Flashing at IRMA Roof Irregular Shape Penetration	1		EA	\$	\$
FLA 21	Flashing at PVC Roof Irregular Shape Penetration	5		EA	\$	\$
GFC 03	GFRC Spall Repair	5		EA	\$	\$
GFC 04	GFRC Replacement: Pier Quoins	10		EA	\$	\$
JNT 03	Joint Sealant Replacement at Skylight	300		LF	\$	\$
PNT 01	Pointing at Masonry	3,000		LF	\$	\$
SHM 01	Sheet Metal Seam Repair	150		LF	\$	\$
SKL 01	Cracked Skylight Glass Replacement	5		EA	\$	\$
SLT 02	Slate Shingle Replacement at Great Hall Roof	10		EA	\$	\$
TRC 01	Terracotta Deck Spall Repair	1,380		SF	\$	\$
TRC 02	Terracotta Crack Repair	25		LI	\$	\$
TRC 03	Terracotta Spall Repair	25		SI	\$	\$

TOTAL Bid Item #2 \$ _____

Sum of Bid Items #1 and #2 = "Total Bid Amount"

Dollars (\$ _____)

Note: Add Bid Items #1 and #2 together for the Total Bid amount. Transfer the Total Bid Amount to the space for your bid on page 1 of the Form of Bid. The low bidder will be determined by the lowest bid on page 1 of the Form of Bid. In the case of a mathematical error in computing the unit price for individual items or adding the column to yield a total, the bid on page 1 of the Form of Bid shall govern.

End of Base Bid and Unit Price Form of Bid Worksheet

FORM OF BID – ALTERNATE
City University of New York
City College of New York
Shepard Hall Roof Replacement & Façade Repairs and Associated Asbestos Abatement
CR24 General Construction
Project Number 3635809999

The bidder must fill in (**in ink**), in the appropriate space below, the NET CHANGE to its bid on page 1 of the Form of Bid for the Alternates listed below.

If the work described in an Alternate does not affect the bid of the bidder, the bidder **must insert** the dollar amount of “**zero**” in the place provided for the Alternate price. In the event an Alternate is left blank, then it will be deemed that the bidder intended to insert "zero" and the bidder’s price for the affected Alternate will be "zero" dollars. If said Alternate is accepted, the Contractor will be required to perform all work required by that Alternate for zero dollars.

The price of the Alternate shall reflect the difference in the cost of performing the work for said Alternate and no Claims for extra work or additional work, by reason of said Alternate, shall be considered.

The description of the Alternate is located in the Specifications and on the Drawings.

Submit Alternate price indicating the difference in the bid for the following Alternates:

ALTERNATE No. 1 – JNT 01, JNT 02, and PNT 02:

Item	Description of Unit Price Items	Estimated Quantity	Unit Measure	Unit Cost	Total Estimated Cost of each Item
JNT 01	Sealant Joint Replacement at GFRC (A-606)	28,650	LF	\$	\$
JNT 02	Sealant Joint Replacement/Pointing at GFRC Stone (A-606)	28,400	LF	\$	\$
PNT 02	Stone Masonry Mortar Joint Repointing	3,442	SF	\$	\$

Total Sum of Unit Price Items (JNT 01, JNT 02, PNT 02):

_____ Dollars (\$ _____)

SUPPLEMENT to FORM OF BID
City University of New York
City College of New York
Shepard Hall Roof Replacement & Façade Repairs and Associated Asbestos Abatement
CR24 General Construction
Project Number 3635809999

Reference is made to Section 9.0, **Preparation of Bids (paragraph G.)** of the Information for Bidders.

The bidder must complete and submit this form, at time of bid, **in a separate sealed envelope**, with the Form of Bid package.

The Project shall be bid as a single prime contract for the performance of the Work of the Contract Documents. Where applicable, the prospective bidder shall provide the name of each Subcontractor and the agreed upon amount to be paid to each Subcontractor for the Heating, Ventilating & Air Conditioning Work, Plumbing Work and Electric Work on the form provided below. **If the prospective bidder intends to self-perform any of the work of these trades, the bidder must name themselves in the space(s) provided below after “Name of Subcontractor” and further state the value of said work.** “Not Applicable” should only be selected where the Work of the Project does not include any work in the specified category.

Contractor’s Name: _____

Heating, Ventilation & Air Conditioning Work **Not Applicable**

Name of Subcontractor: _____

Value of Subcontract: _____ (\$ _____)
(Written dollar amount)

Plumbing Work **Not Applicable**

Name of Subcontractor: _____

Value of Subcontract: _____ (\$ _____)
(Written dollar amount)

Electrical Work **Not Applicable**

Name of Subcontractor: _____

Value of Subcontract: _____ (\$ _____)
(Written dollar amount)

Upon announcement of the low bid, the sealed list of Subcontractors for the HVAC, Plumbing and Electrical Work submitted with the low bid shall be opened and each Subcontractor shall be announced. The remaining lists of subcontractors for the HVAC, Plumbing and Electrical Work submitted with each bid shall remain sealed and returned to each bidder upon award of the Contract.

DORMITORY AUTHORITY OF THE STATE OF NEW YORK
OMNIBUS PROCUREMENT
CERTIFICATION

I, the undersigned, an authorized signatory of _____, (the “**Firm**”) hereby represent that they are knowledgeable about the Firm’s business and operations and certify to the Dormitory Authority of the State of New York (“**DASNY**”) under penalty of perjury that the answers provided herein are true to the best of their knowledge and belief as follows with respect to certain actions taken and to be taken in connection with the Firm’s submission of a [bid/proposal] and the execution of any resulting contract (the “**Contract**”) in response to DASNY’s [notice to bidders/request for proposal] for Project # [] as follows:

A. Non-Collusive Bidding Certification

1. The prices in the [bid/proposal], have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other [bidder/proposer] or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in the [bid/proposal] have not been knowingly disclosed by the [bidder/proposer] and will not knowingly be disclosed by the [bidder/proposer] prior to opening, directly or indirectly, to any other [bidder/proposer] or to any competitor; and
3. No attempt has been made or will be made by the [bidder/proposer] to induce any other person, partnership, or corporation to submit or not to submit a [bid/proposal] for the purpose of restricting competition.

B. Non-Segregated Facilities

The Firm does not, nor shall not, maintain or provide for the employees of such Firm any segregated facilities at any establishments, and that the Firm does not, nor shall not, permit the employees of such Firm to perform the services of such employees at any location under the control of such Firm where segregated facilities are maintained. The Firm agrees that a breach of this certification is a violation of the nondiscrimination clauses of the Contract.

C. Non-discrimination in Employment in Northern Ireland

The Firm stipulates that it, and any individual or legal entity in which the Firm holds a ten percent (10%) or greater ownership interest, and any such entity that holds such an interest in the Firm, either:

1. Has no business operations in Northern Ireland; or
2. Shall take all lawful steps in good faith to conduct any business operations it has or in which it has such an interest in Northern Ireland in accordance with the MacBride Fair Employment Principles as set forth in Chapter 807 of the Laws of 1992 and shall permit any independent monitoring of its compliance with said Principles.

D. Federal Equal Employment Opportunity Act

DORMITORY AUTHORITY OF THE STATE OF NEW YORK
OMNIBUS PROCUREMENT
CERTIFICATION

The Firm is compliant with the Federal Equal Employment Opportunity Act of 1972 (P.L. 92-261), as amended.

E. Commitment to Opportunity Programs

The Firm acknowledges and agrees to be bound in accordance with NYS Executive Law Article 15-A, and in conformance with regulations promulgated by the Division of Minority and Women's Business Development of the NYS Department of Economic Development. A list of NYS certified M/WBEs may be obtained from the ESDC directory of certified businesses located at www.nylovesmwbe.ny.gov.

F. Commitment to Service-Disabled Veteran-Owned Business

The Firm acknowledges and agrees to be bound in accordance with NYS Executive Law Article 17-B, and in conformance with applicable regulations. A list of NYS certified SDVOB may be obtained from the NYS Office of General Services Division of Services-Disabled Veterans' Business Development located at <https://ogs.ny.gov/veterans>.

G. Transfer of Offset Credits

The Firm acknowledges notice that DASNY may assign or otherwise transfer offset credits created by the Contract to third parties located in New York State.

H. 2005 Procurement Lobbying Law

1. The Firm understands and has to date and agrees hereinafter to comply with DASNY's procedures relative to permissible contacts for this procurement as required by State Finance Law § 139-j (3) and § 139-k (6) (b);
2. No "governmental entity," as defined in State Finance Law § 139-j and § 139-k has made a finding in the last four years that the Firm was not responsible;
 - a. If yes, please note the governmental entity, the date of the finding and the basis of the finding regarding each finding of non-responsibility. Attach additional pages, if necessary.

DORMITORY AUTHORITY OF THE STATE OF NEW YORK
OMNIBUS PROCUREMENT
CERTIFICATION

3. No “governmental entity” as defined in State Finance Law § 139-j and § 139-k has terminated or withheld a procurement contract with the Firm due to the intentional provision of false or incomplete information required by such laws and/or the failure to comply with the requirements of State Finance Law § 139-k(3) relating to permissible contacts.

- a. If yes, please note the governmental entity, the date of the termination or withholding of contract and the basis of termination or withholding of contract. Attach additional pages, if necessary.

I. Code of Business Ethics

The Firm acknowledges notice of and has read DASNY’s Code of Business Ethics attached as **Exhibit A** hereto and acknowledges that the Firm’s failure to comply shall justify termination of the Contract by DASNY and may result in the rejection of the Firm’s [bid/proposal] for future work with DASNY.

J. Iran Divestment

That to the best of its knowledge and belief, the Firm and each person and each person signing on behalf of any other party, that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

K. Russia Divestment – EO 16

Executive Order No. 16 provides that “all Affected State Entities are directed to refrain from entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia.” The Executive Order remains in effect while sanctions imposed by the federal government are in effect. As defined in Executive Order No. 16, an “entity conducting business operations in Russia” means an institution or company, wherever located, conducting any commercial activity in Russia or transacting business with the Russian Government or with commercial entities headquartered in Russia or with their principal place of business in Russia in the form of contracting, sales, purchasing, investment, or any business partnership.

DORMITORY AUTHORITY OF THE STATE OF NEW YORK
OMNIBUS PROCUREMENT
CERTIFICATION

That to the best of its knowledge and belief, the Firm and each person and each person signing on behalf of any other party, represents as follows:

_____ 1. No, Vendor does not conduct business operations in Russia within the meaning of Executive Order No. 16.

_____ 2.a. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but has taken steps to wind down business operations in Russia or is in the process of winding down business operations in Russia. (Please provide a detailed description of the wind down process and a schedule for completion.)

_____ 2.b. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but only to the extent necessary to provide vital health and safety services within Russia or to comply with federal law, regulations, executive orders, or directives. (Please provide a detailed description of the services being provided or the relevant laws, regulations, etc.)

_____ 3. Yes, Vendor conducts business operations in Russia within the meaning of Executive

L. Certification

The Firm acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine of up to \$10,000 or imprisonment of up to five years under 18 U.S.C. Section 1001 and hereby represents that all information contained here provided to DASNY is complete, true and accurate.

By: _____

Name: _____

Title: _____

Date: _____

DORMITORY AUTHORITY OF THE STATE OF NEW YORK
OMNIBUS PROCUREMENT
CERTIFICATION

Exhibit A: Dormitory Authority of the State of New York - Code of Business Ethics

A. Ethics Programs

1. DASNY is a public-benefit corporation of the State of New York and expects the highest degree of ethical business conduct by its employees and the many contractors, consultants and vendors with whom it interacts on behalf of its clients, bondholders and the people of the State of New York. DASNY, by mandate of its Board of Directors, administers a comprehensive corporate integrity program to ensure that, as public officers, DASNY employees at all levels perform their official duties consistent with the requirements of the *New York State Public Officers Law*; other applicable laws, rules, and regulations; and policies of DASNY.
2. DASNY encourages and supports a fair, open and honest business relationship with its contractors, consultants and vendors based on quality, service and cost. Moreover, DASNY believes that a “level playing field” in the marketplace can only be achieved through adherence to ethical business practices by all participants involved in the process.
3. To promote a working relationship with DASNY based on ethical business practices, contractors, consultants and vendors are expected to:
 - a. furnish all goods, materials and services to DASNY as contractually required and specified;
 - b. submit complete and accurate reports to DASNY and its representatives as required;
 - c. not seek, solicit, demand or accept any information, verbal or written, from DASNY or its representatives that provides an unfair advantage over a competitor;
 - d. not engage in any activity or course of conduct that restricts open and fair competition on Authority-related projects and transactions;
 - e. not engage in any course of conduct with DASNY employees or representatives that constitutes a conflict of interest or creates the appearance of a conflict of interest;
 - f. not offer any unlawful gifts or gratuities to DASNY employees or representatives, or engage in bribery or other criminal activity; and
 - g. report to DASNY any activity by an DASNY employee or contractor, consultant or vendor of DASNY that is inconsistent with DASNY’s *Code of Business Ethics*.
4. DASNY encourages its contractors, consultants and vendors to advance and support ethical business conduct and practices among their respective directors, officers and employees, preferably through the adoption of corporate ethics awareness training programs and written codes of conduct. In addition to considering technical competence and financial stability, DASNY will consider the *corporate integrity* of all contractors, consultants and vendors prior to the awarding of contracts or issuing of purchase orders.

DORMITORY AUTHORITY OF THE STATE OF NEW YORK
OMNIBUS PROCUREMENT
CERTIFICATION

B. Conduct of DASNY Employees

DASNY employees are expected to conduct business with contractors, consultants and vendors in a fair, consistent and professional manner. DASNY's Code of Business Ethics and Employee Conduct entitled *Serving Responsibly*, and other DASNY policies and procedures, guide the manner in which DASNY employees are required to interact with contractors, consultants and vendors. Additionally, the New York State Public Officers Law sets forth legal parameters within which DASNY employees must perform their official duties with respect to, among other things, conflicts of interest and the acceptance of gifts.

Limits on Gifts to DASNY Employees

1. Pursuant to Section 73(5) of the Public Officers Law, no person shall offer any gift having more than a nominal value to an DASNY employee under circumstances in which it:
 - a. could be reasonably inferred the gift was intended to influence the employee in the performance of his or her official duties;; or
 - b. could reasonably be expected to influence the employee in the performance of his or her official duties;; or
 - c. was intended as a reward for any official action on the part of the employee.
2. A gift is anything more than nominal in value, in any form, given to an DASNY employee. Gifts include, but are not limited to, money, service, loan, travel, lodging, meals, refreshments, entertainment, discount, forbearance or promise. Any firm or its agents, either doing business or seeking to do business with DASNY (contractors, consultants, vendors, etc.), is prohibited from directly or indirectly offering or giving any gifts, even gifts of nominal value, to DASNY employees as such gifts are deemed to be *per se* improper.
3. As is stated in the *Prohibited Interests* section of the Construction and Consultant Contract documents, violations of these gift provisions may be grounds for immediate contract termination and/or referral for civil action or criminal prosecution.

C. Employing Relatives of DASNY Employees

Although contractors, consultants and vendors may employ relatives of DASNY employees, DASNY must be made aware of such circumstances as soon as possible, preferably in writing, to ensure a conflict of interest situation does not arise. DASNY reserves the right to request that contractors, consultants and vendors modify the work assignment of an DASNY employee's relative where a conflict of interest, or the appearance thereof, is deemed to exist. Please be advised that DASNY employees are required to disclose information regarding the hiring of relatives by contractors, consultants and vendors and recuse themselves from matters that may present a conflict of interest. For purposes of this document, the term "relatives" refers to spouses, domestic partners, parents, children, sisters, brothers, sisters-in-law, brothers-in-law, parents-in-law, sons/daughters-in-law, stepparents, stepchildren, aunts, uncles, nieces, nephews, first cousins, grandparents by blood relationship or by marriage, or persons residing in the same household.

DORMITORY AUTHORITY OF THE STATE OF NEW YORK
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CERTIFICATION

Hiring Former DASNY Employees

Contractors, consultants and vendors may hire former DASNY employees. However, as a general rule, former employees of DASNY may neither appear nor practice before DASNY, nor receive compensation for services rendered on a matter before DASNY, for a period of *two years* following their separation from DASNY service. In addition, former DASNY employees are subject to a “*lifetime bar*” from appearing before DASNY or receiving compensation for services regarding any transaction in which they personally participated or which was under their active consideration during their tenure with DASNY. Violations will be referred to the New York State Commission on Public Integrity for appropriate action.

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Part I Taxpayer Identification Number (TIN)

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

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

Social security number											
				-			-				
or											
Employer identification number											
				-							

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

L.S.M. SCHEDULE

PREPARED BY



14 Wall Street. Flr. 25
New York, New York 10005

BIDDING REQUIREMENTS for CONSTRUCTION

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we:

_____ as Principal,
(Legal Title of the Bidder)

and _____ as Surety,
(Legal Title of the Surety)

are hereby held and firmly bound unto the Dormitory Authority - State of New York in the penal sum of:

_____,
(Amount)

or in the full and just sum of the difference between the total bid of the Principal and the total bid of the bidder submitting the next lowest bid, whichever sum shall be higher, for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this ____ day of _____ 20____.

Whereas the Principal has submitted to the Dormitory Authority - State of New York a certain bid, made a part hereof, to enter into a Contract in writing for the:

(Title of Project)

NOW, THEREFORE the conditions of this obligation is such that::

A. This obligation shall be void:

1. If said bid shall be rejected or in the alternate.
2. If said bid shall be accepted and the Principal shall execute and deliver the Agreement in the form attached hereto (properly completed; in accordance with said bid) and shall furnish bonds for the faithful performance of said Contract by the Principal, and for the payment of persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the Contract created by the acceptance of said bid.

Otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

C. The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and said Surety's Bond in no way shall be impaired or affected by any extension of time within which the Owner may accept such bid; and said Surety does hereby waive notice of any such extension.

BIDDING REQUIREMENTS for CONSTRUCTION

BID BOND

IN WITNESS WHEREOF:

the parties hereto have executed this Bond the day and year first above written.

IN THE PRESENCE OF:

(Principal)

(Surety)

(Signature)

(Signature)

(Title)

(Title)

(Address)

(Address)

(City, State, Zip Code)

(City, State, Zip Code)

(Phone Number & FAX Number)

(Phone Number & FAX Number)

(Email Address)

(Email Address)

BIDDING REQUIREMENTS for CONSTRUCTION

BID BOND

ACKNOWLEDGEMENT OF CONTRACTOR EXECUTING BID BOND
IF A CORPORATION

STATE OF _____

COUNTY OF _____

On the ___ day of _____ in the year 20___, before me personally came _____,
to me known, who, being by me duly sworn, did depose and say that he/she resides at:

(street, city, state, zip code)

that he/she is the _____ of _____,
the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name
thereto by authority of the Board of Directors of said corporation.

Notary Public

ACKNOWLEDGEMENT OF CONTRACTOR EXECUTING BID BOND
IF A PARTNERSHIP, LIMITED LIABILITY COMPANY OR INDIVIDUAL

STATE OF _____

COUNTY OF _____

On the ___ day of _____ in the year 20___, before me, the undersigned, a Notary Public in and for said
State, personally appeared _____, personally known or proved to me
on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by
his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s)
acted, executed the instrument.

Notary Public

ACKNOWLEDGEMENT OF SURETY

STATE OF _____

COUNTY OF _____

On the ___ day of _____ in the year 20___, before me personally came _____,
to me known, who, being by me duly sworn, did depose and say that he/she resides at:

(street, city, state, zip code)

that he/she is the _____ of _____,
the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name
thereto by authority of the Board of Directors of said corporation.

Notary Public

DASNY 2024-2028 PLA

Attachment A

PROJECT LABOR AGREEMENT

BETWEEN

CONSTRUCTION MANAGER OR GENERAL CONTRACTOR

AND

**NEW YORK CITY BUILDING AND CONSTRUCTION TRADES
COUNCIL**

AND

SIGNATORY LOCAL UNIONS

DASNY 2024-2028 PLA

Attachment A

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ARTICLE 1 - PREAMBLE

WHEREAS, the Dormitory Authority of the State of New York (“DASNY”), as a Project Manager for its construction client, [_____] (“Client”), has an agreement with [_____] (“CONSTRUCTION MANAGER OR GENERAL CONTRACTOR”) to perform construction services at [_____] (“Project”) and DASNY and its CONSTRUCTION MANAGER OR GENERAL CONTRACTOR desire to provide for the cost efficient, safe, quality, and timely completion of certain construction, as defined in Article 3, in a manner designed to afford the lowest costs to the Client, DASNY and the public they represent, and the advancement of permissible statutory objectives;

WHEREAS, this Project Labor Agreement will foster the achievement of these goals, *inter alia*, by:

- (1) providing a mechanism for responding to the unique construction needs associated with this Project Work and achieving the most cost-effective means of construction, including direct labor cost savings, and modifying other work and pay practices which would otherwise apply to Project Work;
- (2) expediting the construction process and otherwise minimizing the disruption to the ongoing operations of the construction Client in the project area;
- (3) avoiding the costly delays of potential strikes, slowdowns, walkouts, picketing and other disruptions arising from work disputes, reducing jobsite friction on common situs worksites, and promoting labor harmony for the duration of the Project Work;
- (4) standardizing the terms and conditions governing the employment of labor on the Project Work;
- (5) permitting wide flexibility in work scheduling;
- (6) permitting adjustments to work rules and staffing requirements from those which otherwise might obtain;
- (7) providing comprehensive and standardized mechanisms for the settlement of work disputes, including those relating to jurisdiction;

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- (8) ensuring a reliable source of skilled and experienced labor;
- (9) securing applicable New York State Labor Law exemptions;

(10) promoting the statutory objectives stated in D A S N Y 's enabling legislation, applicable Executive Orders, and DASNY resolutions, in a non-discriminatory manner designed to open construction opportunities to all qualified bidders;

(11) complying with the goals established under Articles 15-a and 17-b of the Executive Law for the Project Work for fostering increased participation by Minority and Women-owned Business Enterprises ("MWBES") and Service-Disabled Veterans-Owned Businesses ("SDVOBs"), respectively;

(12) furthering public policy objectives as to improved employment opportunities for minorities, women, service-disabled veterans-owned businesses and the economically disadvantaged, in connection with the Project Work, including but not limited to consideration and implementation where appropriate of any approved Mentor-Protégé program established hereafter by D A S N Y pursuant to Section 147 of the State Finance Law, as amended by Chapter 360 of the 2009 Laws of the State of New York;

(13) increasing apprenticeship levels for minorities, women and economically disadvantaged individuals to the fullest extent allowed by law; and

(14) permitting contractors and subcontractors working on the Project Work to retain a percentage of their "core" employees.

WHEREAS, the Building and Construction Trades Council of Greater New York and Vicinity, its participating affiliated Local Unions and their members, desire to assist D A S N Y and its CONSTRUCTION MANAGER OR GENERAL CONTRACTOR in meeting these operational needs and objectives as well as to provide for stability, security and work opportunities which are afforded by this Project Labor Agreement; and

WHEREAS, the Parties desire to maximize Project Work safety conditions for both workers and the community in the project area.

NOW, THEREFORE, the Parties enter into this Agreement:

SECTION 1. PARTIES TO THE AGREEMENT

This is a Project Labor Agreement ("Agreement") entered into by CONSTRUCTION

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MANAGER OR GENERAL CONTRACTOR, and its successors and assigns, in its capacity as construction manager or general contractor for the Project Work, and the Building and Construction Trades Council of Greater New York and Vicinity (“BCTC” or “Council”) and the signatory affiliated Local Unions (“Unions” or “Local Unions”). The Parties each hereby warrant and represent that they have been duly authorized to enter into this Agreement.

ARTICLE 2 - GENERAL CONDITIONS

SECTION 1. DEFINITIONS

Throughout this Agreement, the various Union parties including the Building and Construction Trades Council of Greater New York and Vicinity and its participating affiliated Local Unions, are referred to singularly and collectively as “Union(s)” or “Local Unions”; the term “Contractor(s)” shall include any Construction Manager engaged by DASNY that engages Prime Contractors, General Contractor, Prime Contractor, and all other contractors, and subcontractors of all tiers engaged in Project Work within the scope of this Agreement as defined in Article 3; the “Dormitory Authority of the State of New York is referred to as “DASNY”; the Building and Construction Trades Council of Greater New York and Vicinity is referred to as the “BCTC” or “Council;” the work covered by this Agreement (as defined in Article 3) is referred to as “Project Work;” and “Local community residents” shall mean residents of the zip codes as set forth in the contract between DASNY and the General Contractor or Construction Manager for the Project.

SECTION 2. CONDITIONS FOR AGREEMENT TO BECOME EFFECTIVE

This Agreement shall not become effective unless each of the following conditions are met: (1) The Agreement is approved by the Building and Construction Trades Department, AFL-CIO; (2) the Agreement is approved and executed by an authorized officer of the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR; and (3) the Agreement is

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executed by the Council, as well as the participating affiliated Local Unions.

SECTION 3. ENTITIES BOUND & ADMINISTRATION OF AGREEMENT

This Agreement shall be binding on all participating Unions and their affiliates, the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR, and all Contractors of all tiers performing Project Work, as defined in Article 3. The CONSTRUCTION MANAGER OR GENERAL CONTRACTOR shall include in any contract or subcontract that they let for performance during the term of this Agreement a requirement that their contractors and subcontractors, of all tiers, become signatory and bound by this Agreement with respect to that contracted or subcontracted work falling within the scope of Article 3, and all Contractors (including subcontractors) performing Project Work shall be required to sign a "Letter of Assent" in the form annexed hereto as Exhibit "A." This Agreement shall be administered by the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR or such other designee as may be named by the Authority, on behalf of all Contractors.

SECTION 4. SUPREMACY CLAUSE

This Agreement, together with the local Collective Bargaining Agreements (each a "CBA"), appended hereto as Schedule "A", represents the complete understanding of all signatories and supersedes any national agreement, local agreement or other collective bargaining agreement of any type which would otherwise apply to this Project Work, in whole or in part, except that Project Work which falls within the jurisdiction of the Operating Engineers Locals 14 and 15 will be performed under the terms and conditions set out in the Schedule "A" agreements of Operating Engineers Locals 14 and 15, respectively. The CBAs of the affiliated local unions that cover a particular type of construction work as set forth in the Schedule "A" shall be deemed the Schedule "A" CBAs under this Agreement.

Subject to the foregoing, where a subject covered by the provisions of this Agreement is

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also covered by a Schedule A CBA, the provisions of this Agreement shall prevail. It is further understood that no Contractor shall be required to sign any other agreement as a condition of performing Project Work. No practice, understanding or agreement between a Contractor and a Local Union that is not set forth in this Agreement shall be binding with respect to the Project unless endorsed in writing by DASNY. Nothing in this Agreement requires employees to join a union or pay dues or fees to a union as a condition of working on the Project Work. This Agreement is not, however, intended to supersede independent requirements in applicable local union agreements as to contractors that are otherwise signatory to those agreements and as to employees of such employers performing Project Work.

It is further agreed that where there is a conflict, the terms and conditions of this Agreement shall supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements, except for any work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking which shall be performed under the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of the dispute resolution mechanisms and no strike clause contained herein, which shall govern all Project Work.

SECTION 5. LIABILITY

The liability of any Party under this Agreement shall be several and not joint. No Contractor shall be liable for any violations of this Agreement by any other Contractor; and the Council and Local Unions shall not be liable for any violations of this Agreement by any other Union.

SECTION 6. DASNY AND THE CONSTRUCTION MANAGER OR GENERAL CONTRACTOR

DASNY and the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR each shall require in its bid specifications for all Project Work within the scope of Article 3 that all successful bidders, and their subcontractors of all tiers, become bound by, and signatory to, this Agreement by execution of the Letter of Assent. The CONSTRUCTION MANAGER OR GENERAL CONTRACTOR shall not be liable for any violation of this Agreement by any Contractor. DASNY shall not be liable for any violation of this Agreement by any Contractor. It is understood that nothing in this Agreement shall be construed as limiting the sole discretion of DASNY and of the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR in determining which Contractors shall be awarded contracts for Project Work. It is further understood that DASNY has sole discretion at any time to terminate, delay or suspend the Project Work, in whole or part, provided that in the event the Project Work is resumed it shall be governed by this Agreement.

SECTION 7. AVAILABILITY AND APPLICABILITY TO ALL SUCCESSFUL BIDDERS

The Unions agree that this Agreement will be made available to, and will fully apply to, any successful bidder for (or subcontractor of) Project Work who becomes signatory thereto, without regard to whether that successful bidder (or subcontractor) performs work at other sites on either a union or non-union basis and without regard to whether employees of such successful bidder (or subcontractor) are, or are not, members of any unions. This Agreement shall not apply to the work of any Contractor which is performed at any location other than the site of Project Work.

SECTION 8. SUBCONTRACTING

Contractors will subcontract Project Work only to a person, firm or corporation who is or

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agrees to become party to this Agreement.

SECTION 9. LOCAL COLLECTIVE BARGAINING AGREEMENTS

Each Local Union agrees to provide DASNY and the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR with a complete copy of its local CBA(s) listed on Schedule "A" within ten business days of its receipt of a request from DASNY or the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR or as soon thereafter as practical.

ARTICLE 3-SCOPE OF THE AGREEMENT

SECTION 1. THE WORK

Project Work shall include all construction contracts for the Project bid and let by DASNY, or the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR. Such work shall mean any and all contracts that predominately involve the construction, renovation, repair, alteration, rehabilitation, or expansion of any temporary or permanent building, facility, or structure that DASNY is engaged to perform. This work will include, but not be limited to, demolition, site work, asbestos and lead abatement, painting services, carpentry services, and carpet removal and installation, to the extent incidental to such construction, renovation, or rehabilitation. Project Work does not include and this PLA shall not apply to : (i) work valued at \$100,000 or less, of an architect or engineer or a subcontractor of an architect or engineer to explore existing conditions prior to completion of bid documents for covered work; or (ii) contracts for work performed in connection with any and all mentor protégé programs established pursuant to New York State Executive Law Articles 15-A or 17-b involving minority, women or service-disabled veterans-owned business contractors, provided such contracts have a value of three million dollars (\$3,000,000.00) or less; except to the extent that a mentor contractor not

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otherwise bound to a Schedule “A” CBA chooses, on a job-by-job basis, to work under the terms of the PLA. No construction work within the craft jurisdiction of any affiliated local union shall be excluded unless specifically set forth in this Agreement. Project Work shall also include JOCS contracts and requirement contracts.

SECTION 2. TIME LIMITATIONS

In addition to falling within the scope of Article 3, Section 1, to be covered by this Agreement, Project Work must be (1) advertised and let for bid after January 1, 2024, and (2) let for bid prior to December 31, 2028, the expiration date of this Agreement. It is understood that this Agreement, together with all of its provisions, shall remain in effect for all such Project Work until completion, even if not completed by the expiration date of the Agreement. If Project Work otherwise falling within the scope of Article 3, Section 1 is not let for bid by the expiration date of this Agreement, this Agreement may be extended to that work by mutual agreement of the parties.

SECTION 3. EXCLUDED EMPLOYEES

The following persons are not subject to the provisions of this Agreement, even though performing Project Work:

A. Superintendents, supervisors, engineers, professional engineers and/or licensed architects engaged in inspection and testing, quality control/assurance personnel, timekeepers, mail carriers, clerks, office workers, messengers, guards, technicians, non-manual employees, and all professional, engineering, administrative and management persons, provided, however, that general forepersons, forepersons and field surveyors covered by a craft’s Schedule “A” Agreement are included employees;

B. Employees of D A S N Y , State of New York (“State”), or any other municipal or State Authority, agency or entity, or employees of any other public employer, even though

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performing other work on the Project site while covered Project Work is underway;

C. Employees and entities engaged in off-site manufacture, modifications, repair, maintenance, assembly, painting, handling or fabrication of project components, materials, equipment or machinery or involved in deliveries to and from the Project site, except to the extent they are lawfully included in the bargaining unit of a Schedule "A" CBA;

D. Employees of the Construction Manager (except those employees of the Construction Manager performing manual, on-site construction labor will be covered by this Agreement);

E. Employees engaged in on-site equipment warranty work unless employees affiliated with the signatory unions are certified to perform warranty work;

F. Employees engaged in geophysical testing other than boring for core samples;

G. Employees engaged in laboratory, specialty testing, or inspections, pursuant to a professional services agreement with DASNY or its Client, or any of DASNY's other professional consultants; and

H. Employees engaged in on-site maintenance of installed equipment or systems which maintenance is awarded as part of a contract that includes Project Work, but which maintenance occurs after installation of such equipment or system and is not directly related to construction services.

I. Employees engaged in work which is ancillary to Project Work, including work performed pursuant to contracts with electric utilities, gas utilities, telephone companies, and railroads, except that it is understood these entities and their employees may only install their work to a pre-determined demarcation point, e.g., a telephone closet or utility vault, the location of which is determined prior to construction. Employees of such entities shall not be used

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to replace or displace employees represented by the affiliated local unions on Project Work.

SECTION 4. NON-APPLICATION TO CERTAIN ENTITIES

This Agreement shall not apply to those parents, affiliates, subsidiaries, or other joint or sole ventures of any Contractor which do not perform Project Work. It is agreed that this Agreement does not have the effect of creating any joint employment, single employer or alter ego status among DASNY, the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR, or any Contractor. The Agreement shall further not apply to New York State, or State Authority, or entity other than DASNY and nothing contained herein shall be construed to prohibit or restrict DASNY or its employees, or any State, City or other municipal or State entity and its employees, from performing on or off-site work related to the Project Work.

As the contracts involving Project Work are completed and accepted, the Agreement shall not have further force or effect on such items or areas except where inspections, additions, repairs, modifications, check-out and/or warranty work are assigned in writing (copy to Local Union involved) by the Authority or CONSTRUCTION MANAGER OR GENERAL CONTRACTOR for performance under the terms of this Agreement.

ARTICLE 4 - UNION RECOGNITION AND EMPLOYMENT

SECTION 1. PRE-HIRE RECOGNITION

The Contractors recognize the signatory Unions as the sole and exclusive bargaining representatives of all employees who are performing on-site Project Work, with respect to that work.

SECTION 2. UNION REFERRAL

A. The Contractors agree to utilize, employ and hire craft employees for Project Work covered by this Agreement through the job referral systems and hiring halls

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established in the Local Unions' area CBAs. Contractors and subcontractors unfamiliar with the union referral systems and hiring halls may initiate contact with the appropriate trade(s) pursuant to the trade contact list annexed hereto as Exhibit "1". Notwithstanding this, Contractors shall have the sole right to determine the competency of all referrals; to determine the number of employees required; to select employees for layoff (subject to Article 5, Section 3); and the sole right to reject applicants for cause referred by a Local Union, subject to the show-up payments. In the event, that a Local Union is unable to fill any request for qualified employees within a 48-hour period after such requisition is made by a Contractor (Saturdays, Sundays and holidays excepted), a Contractor may employ qualified applicants from any other available source. In the event, that the Local Union does not have a job referral system, the Contractor shall give the Local Union first preference to refer applicants, subject to the other provisions of this Article. The Contractor shall notify the Local Union of craft employees hired for Project Work within its jurisdiction from any source other than referral by the Union.

B. A Contractor, not signatory to any Schedule "A" CBAs, may request by name, its core employee(s) and the Local will honor, referral of persons who have applied to the Local for Project Work and who meet the following qualifications:

- (1) possess any license required by New York State law for the Project Work to be performed;
- (2) have worked a total of at least 1000 hours in the construction field during the prior 3 years; and
- (3) were on the Contractor's active payroll for at least 60 out of the 180 calendar days prior to the contract award.

No more than twelve per centum (12%) of the employees covered by this Agreement, per Contractor by craft, shall be hired through the special provisions above. Under this provision, name referrals begin with the eighth employee needed and continue on that same

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basis.

C. A certified MWBE/SDVOB contractor not signatory to any Schedule “A” CBAs may request by name its core employee(s) that meet the following qualifications, in accordance with sub-paragraphs D (1) and (2) below.

- (1) possess any license required by New York State law for the Project Work to be performed;
- (2) have worked a total of at least 1000 hours in the construction field during the prior 3 years; and
- (3) were on the Contractor’s active payroll for at least 60 out of the 365 calendar days prior to the contract award.

D. Notwithstanding Section 2(B) above,

- 1) For prime contracts up to \$3,000,000, in any case where the first two or more employees are hired simultaneously, the certified MWBE/SDVOB’s core employees may be the 1st, 4th, 6th, 8th, and 10th selections. In any case where the first two or more employees are not hired simultaneously, the MWBE/SDVOB’s core employees may be the 2nd, 4th, 6th, 8th and 10th selections.
- 2) For subcontracts up to \$2,000,000 in any case where the first two or more employees are hired simultaneously, the certified MWBE/SDVOB’s core employees may be the 1st, 4th, 6th, 8th, and 10th selections. In any case where the first two or more employees are not hired simultaneously, the MWBE/SDVOB’s core employees may be the 2nd, 4th, 6th, 8th, and 10th selections.

E. DASNY and/or the Construction Manager or General Contractor shall provide the BCTC and the Local Unions with a list of certified MWBE/SDVOB contractors.

F. Where a certified MWBE/SDVOB Contractor voluntarily enters into a CBA with a Local Union, the employees of such Contractor at the time the CBA is executed shall be allowed to join the Union for the applicable trade, subject to satisfying the Union’s basic

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standards of proficiency for admission.

G. The Parties recognize that the Project will require large numbers of craft personnel and other supporting workers. It is, therefore, the explicit understanding and intention of the Parties to use the opportunities provided by the length of the Project and the extensive amount of work to be covered by the Agreement to identify and promote, through cooperative efforts, programs, procedures, and ways to assist interested local residents in the surrounding communities of the Project, especially disadvantaged residents, in pursuing careers in the construction industry through apprenticeship programs. These efforts may include, for example, programs to prepare persons for entrance into formal apprenticeship programs such as pre-apprenticeship programs utilizing the Building and Construction Trades Council's Edward J. Malloy Initiative for Construction Skills, and any program that may be offered by DASNY or the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR, and outreach programs to the community describing opportunities available as a result of the Project.

H. Upon requests of Contractors, the Local Unions that operate work referral systems will give preference to local community residents in their respective Local Unions for referral to work for Contractors performing Project Work, to the extent permitted by law. Each affiliate receiving such a request will process the request expeditiously and will refer local community residents, to the extent available, to the requesting Contractor. DASNY, its designee and the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR may facilitate such referrals by, among other things, maintaining and regularly sharing with the Local Unions a local referral registry which may be utilized by DASNY, its designee and the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR to refer qualified local community residents, provided, however, that nothing contained herein shall supersede any legal obligation of any Local Union arising by collective bargaining agreement or otherwise. The Labor Management

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Committee established under Article 8 may review any problem with requests under this paragraph or administrator action of the local referral registry, but such will not be a condition to a grievance under Article 9. All matters related to referral and hiring of local community residents may be submitted to and addressed by the Labor Management Committee provided for in Article 8 herein.

I. To the extent permitted by the local union referral systems, employees affiliated with a local union working for a certified MWBE/SDVOB Contractor under the terms of this Agreement may be requested by the certified MWBE/SDVOB non-union contractor by name to transfer with that contractor to any other job governed by this Agreement, or an Agreement substantially similar to this Agreement governing DASNY's work, consistent with the provisions of subparagraph D 1.) and 2.) of this Article.

SECTION 3. NON-DISCRIMINATION IN REFERRALS

The Council represents that each Local Union hiring hall and referral system will be operated in a non-discriminatory manner and in full compliance with all applicable federal, state and local laws and regulations that require equal employment opportunities. Referrals shall not be affected in any way by the rules, regulations, bylaws, constitutional provisions or any other aspects or obligations of union membership, policies or requirements and shall be subject to such other conditions as are established in this Article. No employment applicant shall be discriminated against by any referral system or hiring hall because of the applicant's union membership, or lack thereof.

SECTION 4. MINORITY AND FEMALE REFERRALS

In the event a Local Union either fails, or is unable to refer qualified minority, female or SDVOB applicants in percentages equaling the workforce participation goals adopted by DASNY and set forth in DASNY's bid specifications, within 48 hours of the request for

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same, the Contractor may employ qualified minority, female or SDVOB applicants from any other available source. The parties will cooperate and the Local Unions will use their best efforts to assist contractors to meet the DASNY workforce participation goals for minority, female and SDVOB workers for all crafts as set forth in the contract documents between DASNY and the CONSTRUCTION MANAGER or GENERAL CONTRACTOR.

SECTION 5. CROSS AND QUALIFIED REFERRALS

The Local Unions shall not knowingly refer to a Contractor an employee then employed by another Contractor working under this Agreement. The Local Unions will exert their utmost efforts to recruit sufficient numbers of skilled and qualified crafts employees to fulfill the requirements of the Contractor.

SECTION 6. CRAFT FOREPERSONS AND GENERAL FOREPERSONS

The selection of craft forepersons and/or general forepersons and the number of forepersons required shall be solely the responsibility of the Contractor except where otherwise provided by specific provisions of an applicable Schedule "A" CBA and provided that all craft forepersons shall be experienced and qualified journey persons in their trade as determined by the appropriate Local Union. All forepersons shall take orders exclusively from the designated Contractor representatives. Craft forepersons shall be designated as working forepersons at the request of the Contractor, except when an existing local CBA prohibits a foreperson from working when the craft-persons he is leading exceed a specified number.

ARTICLE 5- UNION REPRESENTATION

SECTION 1. LOCAL UNION REPRESENTATIVE

Each Local Union representing on-site employees shall be entitled to designate in writing (copy to Contractor involved and the CONSTRUCTION MANAGER OR GENERAL

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CONTRACTOR) one representative, and/or the Business Manager, who shall be afforded access to the Project Work site with a CONSTRUCTION MANAGER OR GENERAL CONTRACTOR or Contractor provided escort but who shall not disrupt or interrupt the work of employees on the Project.

SECTION 2. STEWARDS

A. Each Local Union shall have the sole discretion to select and designate any working journey person as a Steward and an alternate Steward. The Union shall notify the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR as well as the Contractor of the identity of the designated Steward (and alternate) prior to the assumption of such duties. Stewards shall not exercise supervisory functions and will receive the regular rate of pay for their craft classifications. All Stewards shall be working Stewards.

B. In addition to their work as an employee, the Steward shall have the right to receive complaints or grievances and to discuss and assist in their adjustment with the Contractor's appropriate supervisor. Each Steward shall be concerned with the employees of the Steward's trade and, if applicable, subcontractors of their Contractor, but not with the employees of any other trade Contractor. No Contractor shall discriminate against the Steward in the proper performance of Union duties.

C. The Stewards shall not have the right to determine when overtime shall be worked, or who shall work overtime except pursuant to a Schedule "A" CBA provision providing procedures for the equitable distribution of overtime.

SECTION 3. LAYOFF OF A STEWARD

Contractors agree to notify the appropriate Union 24 hours prior to the layoff of a Steward, except in cases of discipline or discharge for just cause. If a Steward is protected against layoff by a Schedule "A" CBA provision, such provision shall be recognized to the extent the

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Steward possesses the necessary qualifications to perform the work required. In any case in which a Steward is discharged or disciplined for just cause, the Local Union involved shall be notified immediately by the Contractor.

ARTICLE 6- MANAGEMENT'S RIGHTS
SECTION 1. RESERVATION OF RIGHTS

Except as expressly limited by a specific provision of this Agreement, Contractors retain full and exclusive authority for the management of their operations including, but not limited to, the right to: direct the work force, including determination as to the number of employees to be hired and the qualifications therefore; the promotion, transfer, layoff of its employees; require compliance with the directives of DASNY or the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR, including standard restrictions related to security and access to the site that are equally applicable to DASNY or CONSTRUCTION MANAGER OR GENERAL CONTRACTOR employees, guests, or vendors; or the discipline or discharge for just cause of its employees; assign and schedule work; promulgate reasonable Project Work rules that are not inconsistent with this Agreement or rules common in the industry and are reasonably related to the nature of work; and, the requirement, timing and number of employees to be utilized for overtime work. No rules, customs, or practices that limit or restrict productivity or efficiency of the individual as determined by the Contractor, DASNY and/or the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR shall be permitted or observed.

SECTION 2. MATERIALS, METHODS & EQUIPMENT

There shall be no limitation or restriction upon the Contractors' choice of materials, techniques, methods, technology or design, or, regardless of source or location, upon the use and installation of equipment, machinery, package units, pre-cast, pre-fabricated, pre-finished, or pre-assembled materials or products, tools, or other labor-saving devices. Contractors

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may, without restriction, install or use materials, supplies or equipment regardless of their source; provided, however, that where there is a Schedule "A" CBA that includes a lawful union standards and practices clause, then such clause as set forth in Schedule "A" CBAs will be complied with, unless there is a lawful contract specification issued by DASNY in accordance with DASNY'S Procurement Policy and Guidelines, for the Project that specifically limits or restricts the Contractor's choice of materials, techniques, methods, technology or design, or, requires the use and installation of equipment, machinery, package units, pre-cast, pre-fabricated, pre-finished, or pre-assembled materials or products, tools, or other labor-saving devices, and which would prevent compliance with such Schedule "A" CBA clause. The on-site installation or application of such items shall be performed by the craft having jurisdiction over such work; provided, however, it is recognized that other personnel having special qualifications may participate, in a supervisory capacity, in the installation, check-off or testing of specialized or unusual equipment or facilities as designated by the Contractor. There shall be no restrictions as to work which is performed off-site for Project Work.

ARTICLE 7- WORK STOPPAGES AND LOCKOUTS

SECTION 1. NO STRIKES-NO LOCK OUT

There shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns, hand billing, demonstrations or other similar disruptive activity at the Project Work site for any reason by any Union or employee against any Contractor or employer. There shall be no other Union, or concerted or employee activity which disrupts or interferes with the operation of the Project Work, the objectives of DASNY and the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR at any Project Work site or otherwise interferes with the operations of DASNY's construction Client. In addition, failure of any Union or employee to cross any picket line

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established by any Union, signatory or non-signatory to this Agreement, or the picket or demonstration line of any other organization, at or in immediate proximity to a Project Work site where the failure to cross disrupts or interferes with the operation of Project Work is a violation of this Article. Should any employees breach this provision, the Unions will use their best efforts to try to immediately end that breach and return all employees to work. There shall be no lockout at a Project Work site by any signatory Contractor, DASNY or the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR. Contractors and Unions shall use their best efforts to ensure compliance with this Section 1 and to ensure uninterrupted construction and the free flow of traffic in the Project area for the duration of this Agreement.

SECTION 2. DISCHARGE FOR VIOLATION

A Contractor may discharge any employee violating Section 1, above, and any such employee will not be eligible thereafter for referral under this Agreement for a period of 100 days.

SECTION 3. NOTIFICATION

If a Contractor contends that any Union has violated this Article, it will notify the Local Union involved advising of such fact, with copies of the notification to the Council. The Local Union shall instruct and order, the Council shall request, and each shall otherwise use their best efforts to cause, the employees (and where necessary the Council shall use its best efforts to cause the Local Union), to immediately cease and desist from any violation of this Article. If the Council complies with these obligations it shall not be liable for the unauthorized acts of a Local Union or its members. Similarly, a Local Union and its members will not be liable for any unauthorized acts of the Council. Failure of a Contractor or the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR to give any notification set forth in this Article shall not excuse any violation of Section 1 of this Article.

SECTION 4. EXPEDITED ARBITRATION

Any Contractor or Union alleging a violation of Section 1 of this Article may utilize the expedited procedure set forth below (in lieu of, or in addition to, any actions at law or equity) that may be brought.

A. A party invoking this procedure shall notify Jack Tillem or J.J. Pierson, who shall alternate (beginning with Arbitrator Tillem) as Arbitrator under this expedited arbitration procedure. If the Arbitrator next on the list is not available to hear the matter within 24 hours of notice, the next Arbitrator on the list shall be called. Copies of such notification will be simultaneously sent to the alleged violator and Council.

B. The Arbitrator shall thereupon, after notice as to time and place to the Contractor, the Local Union involved, the Council and the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR, hold a hearing within 48 hours of receipt of the notice invoking the procedure if it is contended that the violation still exists. The hearing will not, however, be scheduled for less than 24 hours after the notice required by Section 3, above.

C. All notices pursuant to this Article may be provided by telephone, telegraph, hand delivery, or fax, confirmed by overnight delivery, to the Arbitrator, Contractor, CONSTRUCTION MANAGER OR GENERAL CONTRACTOR and Local Union involved. The hearing may be held on any day including Saturdays or Sundays. The hearing shall be completed in one session, which shall not exceed 8 hours duration (no more than 4 hours being allowed to either side to present their case and conduct their cross examination) unless otherwise agreed. A failure of any Union or Contractor to attend the hearing shall not delay the hearing of evidence by those present

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or the issuance of an award by the Arbitrator.

D. The sole issue at the hearing shall be whether a violation of Section 1, above, occurred. If a violation is found to have occurred, the Arbitrator shall issue a Cease and Desist Award restraining such violation and serve copies on the Contractor and Union involved. The Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages (any damages issue is reserved solely for court proceedings, if any.) The Award shall be issued in writing within 3 hours after the close of the hearing and may be issued without an Opinion. If any involved party desires an Opinion, one shall be issued within 15 calendar days, but its issuance shall not delay compliance with, or enforcement of, the Award.

E. The CONSTRUCTION MANAGER OR GENERAL CONTRACTOR and DASNY may participate in full in all proceedings under this Article.

F. An Award issued under this procedure may be enforced by any court of competent jurisdiction upon the filing of this Agreement together with the Award. Notice of the filing of such enforcement proceedings shall be given to the Union or Contractor involved, and the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR.

G. Any rights created by statute or law governing arbitration proceedings which are inconsistent with the procedure set forth in this Article, or which interfere with compliance thereto, are hereby waived by the Contractors and Unions to whom they accrue.

H. The fees and expenses of the Arbitrator shall be equally divided between the involved Contractor and Union.

SECTION 5. ARBITRATION OF DISCHARGES FOR VIOLATION

Procedures contained in Article 9 shall not be applicable to any alleged violation of this Article, with the single exception that an employee discharged for violation of Section 1, above, may have recourse to the procedures of Article 9 to determine only if the employee did, in fact, violate the provisions of Section 1 of this Article; but not for the purpose of modifying the discipline imposed where a violation is found to have occurred.

ARTICLE 8 - LABOR MANAGEMENT COMMITTEE

SECTION 1. SUBJECTS

The Labor Management Committee will meet on a regular basis to: 1) promote harmonious relations among the Contractors and Unions; 2) enhance safety awareness, cost effectiveness and productivity of construction operations; 3) protect the public interests; 4) discuss matters relating to staffing and scheduling with safety and productivity as considerations; 5) review efforts to meet applicable participation goals for MWBE/SDVOB's and workforce participation goals for minority and female employees; and 6) review the administration of the local referral registry, requests under Article 4, Section 2, paragraph G, and/or all matters related to the referral and hiring of local community residents.

SECTION 2. COMPOSITION

The Committee shall be jointly chaired by the President of DASNYD, or his designee, the President of the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR, or a designee, and the President of the Council, or his designee. It may include representatives of the Local Unions and Contractors involved in the issues being discussed. The parties may mutually designate an MWBE/SDVOB representative to participate in appropriate Committee discussions. The Committee may conduct business through mutually agreed upon sub-committees.

ARTICLE 9- GRIEVANCE & ARBITRATION PROCEDURE
SECTION 1. PROCEDURE FOR RESOLUTION OF GRIEVANCES

Any question, dispute or claim arising out of, or involving the interpretation or application of this Agreement (other than jurisdictional disputes or alleged violations of Article 7, Section 1) shall be considered a grievance and shall be resolved pursuant to the exclusive procedure of the steps described below, provided, in all cases, that the question, dispute or claim arose during the term of this Agreement.

Step 1:

(a) When any employee covered by this Agreement feels aggrieved by a claimed violation of this Agreement, the employee shall, through the Local Union business representative or job steward give notice of the claimed violation to the work site representative of the involved Contractor and the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR. To be timely, such notice of the grievance must be given within 7 calendar days after the act, occurrence or event giving rise to the grievance. The business representative of the Local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within 7 calendar days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party, may, within 7 calendar days thereafter, pursue Step 2 of the grievance procedure by serving the involved Contractor with written copies of the grievance setting forth a description of the claimed violation, the date on which the grievance occurred, and the provisions of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 are non-precedential except as to the specific Local Union, employee and Contractor directly involved unless the settlement is accepted in writing by the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR, as creating a precedent.

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(b) Should any signatory to this Agreement have a dispute (excepting jurisdictional disputes or alleged violations of Article 7, Section 1) with any other signatory to this Agreement and, if after conferring, a settlement is not reached within 7 calendar days, the dispute shall be reduced to writing and proceed to Step 2 in the same manner as outlined in subparagraph (a) for the adjustment of employee grievances.

Step 2:

The Business Manager or designee of the involved Local Union, together with representatives of the involved Contractor, Council and the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR (or designee), shall meet in Step 2 within 7 calendar days of service of the written grievance to arrive at a satisfactory settlement.

Step 3:

(a) If the grievance shall have been submitted but not resolved in Step 2, any of the participating Step 2 entities may, within 21 calendar days after the initial Step 2 meeting, submit the grievance in writing (copies to other participants, including the Construction Manager or designee) to Jack Tillem or J.J. Pierson, who shall act, alternately (beginning with Arbitrator J.J. Pierson), as the Arbitrator under this procedure. The Labor Arbitration Rules of the American Arbitration Association shall govern the conduct of the arbitration hearing, at which all Step 2 participants shall be parties. The decision of the Arbitrator shall be final and binding on the involved Contractor, Local Union and employees and the fees and expenses of such arbitrations shall be borne equally by the involved Contractor and Local Union.

(b) Failure of the grieving party to adhere to the time limits set forth in this Article shall render the grievance null and void. These time limits may be extended only by written consent of the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR (or designee), involved Contractor and involved Local Union at the particular step where the extension is

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agreed upon. The Arbitrator shall have authority to make decisions only on the issues presented to him and shall not have the authority to change, add to, delete or modify any provision of this Agreement.

SECTION 2. LIMITATION AS TO RETROACTIVITY

No arbitration decision or award may provide retroactivity of any kind exceeding 60 calendar days prior to the date of service of the written grievance on the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR and the involved Contractor or Local Union.

SECTION 3. PARTICIPATION BY DASNY AND/OR CONSTRUCTION MANAGER OR GENERAL CONTRACTOR

DASNY and the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR shall be notified by the involved Contractor of all actions at Steps 2 and 3 and, at its election, may participate in full in all proceedings at these Steps, including Step 3 arbitration.

ARTICLE 10 - JURISDICTIONAL DISPUTES

SECTION 1. NO DISRUPTIONS

There will be no strikes, sympathy strikes, work stoppages, slowdowns, picketing or other disruptive activity of any kind arising out of any jurisdictional dispute. Pending the resolution of the dispute, the work shall continue uninterrupted and as assigned by the Contractor. No jurisdictional dispute shall excuse a violation of Article 7.

SECTION 2. ASSIGNMENT

All Project Work assignments shall be made by the Contractor to unions affiliated with the BCTC consistent with the New York Plan for the Settlement of Jurisdictional Disputes ("New York Plan") and its Greenbook decisions, if any. Where there are no applicable Greenbook decisions, assignments shall be made in accordance with the provisions of the New York Plan and local industry practice. The New York Plan for the Settlement of Jurisdictional

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Disputes (“New York Plan”) shall apply to the settlement of all jurisdictional disputes involving all Project work. The New York Plan shall apply to any and all Contractors, subcontractors and unions performing Project work.

SECTION 3. NO INTERFERENCE WITH WORK

There shall be no interference or interruption of any kind with the Project Work while any jurisdictional dispute is being resolved. The work shall proceed as assigned by the Contractor until finally resolved under the applicable procedure of this Article. The award shall be confirmed in writing to the involved parties. There shall be no strike, work stoppage or interruption in protest of any such award.

ARTICLE 11 - WAGES AND BENEFITS

SECTION 1. CLASSIFICATION AND BASE HOURLY RATE

All employees covered by this Agreement shall be classified in accordance with the work performed and paid the base hourly wage and fringe benefit rates applicable to those classifications as specified in the attached Schedule “A” CBAs, as amended during the term of this Agreement.

SECTION 2. EMPLOYEE BENEFITS

A. The Contractors agree to pay on a timely basis contributions on behalf of all employees covered by this Agreement to those legally established jointly trustee employee benefit funds designated in Schedule “A” (in the appropriate Schedule “A” amounts), provided that such benefits are required to be paid on public works under any applicable prevailing wage law. Bona fide jointly trustee fringe benefit plans established or negotiated through collective bargaining during the life of this Agreement may be added if similarly required under applicable prevailing wage law. Contractors, not otherwise contractually bound to do so, shall not be

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required to contribute to benefits, trusts or plans of any kind that are not required by the prevailing wage law, provided, however, that this provision does not relieve Contractors signatory to local collective bargaining agreement with any affiliated union from complying with the fringe benefit requirements for all funds contained in the CBA.

B. The Contractors agree to be bound by the written terms of the legally established jointly trusted Trust Agreements specifying the detailed basis on which payments are to be paid into, and benefits paid out of, such Trust Funds but only with regard to Project Work done under this Agreement and only for those employees to whom this Agreement requires such benefit payments. Core employees that may remain unaffiliated with any local union at the completion of their employment under the terms of this PLA may apply for any distributions to which they may be entitled from the Funds that they have participated under the terms of this agreement. Any such distributions will be fully compliant with ERISA and the rules of the relevant Trust Fund. Each Local Union agrees to provide D A S N Y and the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR with a complete copy of the governing documents for each Trust Fund within ten (10) business days of a request for such documents.

C. In consideration of the Unions' waiver of their rights to withhold labor from a contractor or subcontractor delinquent in the payment of fringe benefits contributions ("Delinquent Contractor"), any such Union and/or fringe benefit fund shall notify DASNY, the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR, and the Delinquent Contractor in writing with back-up documentation that the Delinquent Contractor has failed to make fringe benefit contributions to it as provided herein. Should the Delinquent Contractor fail, within ten (10) calendar days after receipt of such notice, to furnish either proof of such payment or notice that the amount claimed by the Union and/or fringe benefit fund is in dispute, the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR shall withhold from amounts

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then or thereafter becoming due and payable to the Delinquent Contractor an amount equal to that portion of such payment due to the Delinquent Contractor that relates solely to the work performed by the Delinquent Contractor which the Union or fringe benefit fund claims to be due it and shall remit the amount when and so withheld to the fringe benefit fund and deduct such payment from the amounts then otherwise due and payable to the Delinquent Contractor, which payment shall, as between the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR and the Delinquent Contractor, be deemed a payment by the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR to the Delinquent Contractor. The Union or its employee benefit fund funds shall include in such notification only such amount it asserts the Delinquent Contractor failed to pay on Project Work and the Union or its employee benefit funds may not include in its notification any amount such Delinquent Contractor may have failed to pay on any other project. In the event that a Union and/or its employee benefit funds notifies DASNY, CONSTRUCTION MANAGER OR GENERAL CONTRACTOR that a contractor is delinquent in fringe benefit contributions pursuant to this section, including where the Delinquent Contractor disputes that it owes the Union or fringe benefit funds the amount claimed to be owed, then such dispute shall be considered a claim within the meaning of Section 139-f (2) of the State Finance Law. Pursuant to Section 139(f) (2) of the State Finance Law, the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR or Prime Contractor is required to withhold from payment to the Delinquent Contractor the amount of the claim until the claim has been suitably discharged.

ARTICLE 12- HOURS OF WORK, PREMIUM PAYMENTS, SHIFTS AND HOLIDAYS

SECTION 1. WORK WEEK AND WORKDAY

A. The standard work week shall consist of 40 hours of work at straight time rates, Monday through Friday, 8 hours per day, plus ½ hour unpaid lunch period.

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B. In accordance with Project needs, there shall be flexible start times with advance notice from the Contractor to the Union. The Day Shift shall commence between the hours of 6:00 a.m. and 9:00 a.m. and shall end between the hours of 2:30 p.m. and 5:30 p.m. for an eight (8) hour day, and up to 7:30 p.m. for a ten (10) hour day. The Evening Shift shall commence between the hours of 3:00 p.m. and 6:00 p.m., unless different times are necessitated by DASNY'S or the CONSTRUCTION MANAGER'S OR GENERAL CONTRACTOR'S phasing plans on specific projects. The Night Shift shall commence between the hours of 11:00 and 2:00 a.m., unless different times are necessitated by the Authority's or the CONSTRUCTION MANAGER'S OR GENERAL CONTRACTOR'S phasing plans on specific projects. Subject to the foregoing, starting and quitting times shall occur at the Project Work site designated by the Contractor.

C. Notice - Contractors shall provide not less than 5 days prior notice to the Local Union involved as to the work week and work hour schedules to be worked or such lesser notice as may be mutually agreed upon.

D. **For Renovation and Rehabilitation Projects Only.** Notwithstanding any other provision of this Agreement, at the commencement of any renovation or rehabilitation project, and with DASNY's approval, a contractor may schedule at the commencement of the job, a four day work week, ten (10) hours per day, four consecutive days, Monday through Thursday at straight time rates.

SECTION 2. OVERTIME

For new construction Project Work, overtime shall be paid for any work over eight (8) hours in a day and over forty (40) hours in a week Monday through Saturday and will be paid

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at time and one half (1 ½) All overtime work performed on Sunday and Holidays will be paid per Schedule “A” CBA. There shall be no stacking or pyramiding of overtime pay under any circumstances. There will be no restriction upon the Contractor’s scheduling of overtime or the nondiscriminatory designation of employees who shall be worked, including the use of employees, other than those who have worked the regular or scheduled work week, at straight time rates. The Contractor shall have the right to schedule work so as to minimize overtime or schedule overtime as to some, but not all, of the crafts and whether or not of a continuous nature.

For renovation and rehabilitation Project Work, overtime shall be paid for any work over eight (8) hours in a day where 5/8s is scheduled, or for work over ten (10) hours in a day where 4/10s is scheduled and over forty (40) hours in a week and will be paid at time and one half (1 ½) Monday through Saturday. All overtime work performed on Sunday and Holidays will be paid per Schedule “A” CBA. There shall be no stacking or pyramiding of overtime pay under any circumstances. There will be no restriction upon the Contractor’s scheduling of overtime or the nondiscriminatory designation of employees who shall be worked, including the use of employees, other than those who have worked the regular or scheduled work week, at straight time rates. The Contractor shall have the right to schedule work so as to minimize overtime or schedule overtime as to some, but not all, of the crafts and whether or not of a continuous nature.

SECTION 3. SHIFTS

A. Flexible Schedules - Scheduling of on-site shift work, including Saturday and Sunday work, shall be within the discretion of the Contractor in order to meet Project Work schedules and existing Project Work conditions including the minimization of interference with the mission of the Authority’s Client. It is not necessary to work a day shift in order to schedule

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a second or third shift, or a second shift in order to schedule a third shift, or to schedule all of the crafts when only certain crafts or employees are needed. Shifts must have prior approval of the Authority and must be scheduled for not less than five (5) consecutive workdays and with not less than five (5) workdays notice to the Local Union or such lesser notice as may be mutually agreed upon.

B. Second and/or Third Shifts/Saturday and/or Sunday Work - The second shift for onsite work shall start between 3 p.m. and 6 p.m. and the third shift shall start between 11 p.m. and 2 a.m., subject to different times necessitated by the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR or DASNY phasing plans on the project. There shall be no reduction in shift hour work. Shift work shall be paid in accordance with Schedule "A" CBA.

- **For Renovation and Rehabilitation Project Work Only.** With respect to second and third shift work, there shall be a five percent (5%) shift premium unless a Schedule "A" CBA provides for a lesser rate on shifts.

C. Flexible Starting Times - Shift starting times will be adjusted by the Contractor as necessary to fulfill Project Work requirements subject to the notice requirements of paragraph A.

SECTION 4. HOLIDAYS

A. Schedule - There shall be nine (9) recognized holidays on the Project:

New Year's Day	Labor Day
Martin Luther King Day	President's Day
Memorial Day	Veteran's Day
Independence Day	Thanksgiving Day
Christmas Day	

All said holidays shall be observed on the calendar date except those holidays which

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occur on Sunday shall be observed on the following Monday.

B. Payment - Regular holiday pay, if any, for work performed on such a recognized holiday shall be in accordance with the applicable Schedule "A" CBA.

C. Exclusivity - No holidays other than those listed in Section 4(A) above shall be recognized or observed, provided however, it is agreed that Christmas Eve and New Year's Eve shall be observed pursuant to the Schedule "A" Agreements.

SECTION 5. SATURDAY WORK

A. For new construction Project Work, the Contractor may schedule a Saturday work day and such time shall be scheduled and paid at time and one half (1 ½) unless the applicable Schedule "A" CBA permits a straight time rate.

B. **For Renovation and Rehabilitation Project Work Only**, where severe weather resulting in a state or local officially declared weather emergency, power failure, fire or natural disaster or other similar circumstances beyond the control of the Contractor, results in the loss of an entire work day on a regularly scheduled weekday, the Contractor may schedule a Saturday make-up day and such time shall be scheduled and paid as if performed on a weekday. Any other Saturday work shall be paid at time and one half (1 ½) unless the applicable Schedule "A" CBA permits a straight time rate. The Contractor shall notify the Local Union on the missed day or as soon thereafter as practical if such make-up day is to be worked.

SECTION 6. REPORTING PAY

A. Employees who report to the work location pursuant to their regular schedule and who are not provided with work shall be paid two hours reporting pay at straight time rates. An employee whose work is terminated early by a Contractor due to severe weather, power failure,

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fire or natural disaster or for similar circumstances beyond the Contractor's control, shall receive pay only for such time as is actually worked. In other instances, in which an employee's work is terminated early (unless provided otherwise elsewhere in this Agreement), the employee shall be paid for his full shift.

B. When an employee, who has completed their scheduled shift and left the Project Work site, is "called out" to perform special work of a casual, incidental or irregular nature, the employee shall receive overtime pay at the rate of time and one-half of the employee's straight time rate for hours actually worked.

C. When an employee leaves the job or work location of their own volition or is discharged for cause or is not working as a result of the Contractor's invocation of Section 7 below, they shall be paid only for the actual time worked.

D. Except as specifically set forth in this Article there shall be no premiums, bonuses, hazardous duty, high time or other special premium payments or reduction in shift hours of any kind.

E. There shall be no pay for time not actually worked except as specifically set forth in this Article and except where an applicable Schedule "A" CBA requires a full weeks' pay for forepersons.

SECTION 7. PAYMENT OF WAGES

A. Termination- Employees who are laid off or discharged for cause shall be paid in full for that which is due them at the time of termination. The Contractor shall also provide the employee with a written statement setting forth the date of lay off or discharge.

SECTION 8. EMERGENCY WORK SUSPENSION

A Contractor may, if considered necessary for the protection of life and/or safety of employees or others, suspend all or a portion of Project Work. In such instances, employees

DASNY 2024-2028 PLA

will be paid for actual time worked, except that when a Contractor requests that employees remain at the job site available for work, employees will be paid for that time at their hourly rate of pay.

SECTION 9. INJURY/DISABILITY

An employee, who, after commencing work, suffers a work-related injury or disability while performing work duties, shall receive no less than 8 hours wages for that day. Further, the employee shall be rehired at such time as able to return to duties provided there is still Project Work available for which the employee is qualified and able to perform.

SECTION 10. TIME KEEPING

A Contractor may utilize brassing or other systems to check employees in and out. Each employee must check in and out. The Contractor will provide adequate facilities for checking in and out in an expeditious manner.

SECTION 11. MEAL PERIOD

A Contractor shall schedule an unpaid meal period of not more than ½-hour duration at the work location between the 3rd and 5th hour of the scheduled shift. A Contractor may, for efficiency of operation, establish a schedule which coordinates the meal periods of two or more crafts, or which provides for staggered lunch periods within a craft or trade. If an employee is required to work through the meal period, the employee shall be compensated in a manner established in the applicable Schedule "A".

SECTION 12. BREAK PERIODS

There will be no rest periods, organized coffee breaks or other non-working time established during working hours. Individual coffee containers will be permitted at the employee's work location.

For Renovation and Rehabilitation Project Work Only, where 4/10s are being

DASNY 2024-2028 PLA

worked, there shall be a morning and afternoon coffee break.

ARTICLE 13 - APPRENTICES

SECTION 1. RATIOS

Recognizing the need to maintain continuing supportive programs designed to develop adequate numbers of competent workers in the construction industry and to provide craft entry opportunities for minorities, women, service-disabled veterans, and economically disadvantaged , Contractors will employ apprentices in their respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured. Contractors may utilize apprentices and such other appropriate classifications in the maximum ratio permitted by the New York State Department of Labor, or the maximum allowed per trade. Apprentices and such other classifications as are appropriate shall be employed in a manner consistent with the provisions of the appropriate Schedule “A” CBA. The parties encourage, as an appropriate source of apprentice recruitment consistent with the rules and operations of the affiliated unions' apprentice-programs, the use of the Edward J. Malloy Initiative for Construction Skills, Non-Traditional Employment for Women and Helmets to Hardhats.

ARTICLE 14-SAFETY PROTECTION OF PERSON AND PROPERTY

SECTION 1. SAFETY REQUIREMENTS

Each Contractor will ensure that applicable OSHA and safety requirements are, at all times, maintained on the Project Work site and the employees and Unions agree to cooperate fully with these efforts to the extent consistent with their rights and obligations under the law. Employees will cooperate with employer safety policies and will perform their work at all times in a safe manner and protect themselves and the property of the Contractor, the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR, the Authority’s construction Client, and the Authority, from injury or harm, to the extent consistent with their rights and

DASNY 2024-2028 PLA

obligations under the law. Failure to do so will be grounds for discipline, including discharge.

SECTION 2. CONTRACTOR RULES

Employees covered by this Agreement, shall at all times be bound by the reasonable safety, security, and visitor rules as established by the Contractors and the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR for this Project Work. Such rules will be published and posted in conspicuous places throughout the Project Work sites. Any site security and access policies established by the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR intended for specific application to the construction workforce for Project Work and that are not established pursuant to an Authority directive shall be implemented only after notice to the BCTC and its affiliates and an opportunity for negotiation and resolution by the Labor Management Committee.

SECTION 3. INSPECTIONS

The Contractors and CONSTRUCTION MANAGER OR GENERAL CONTRACTOR retain the right to inspect incoming and outgoing shipments of equipment, apparatus, machinery and construction materials of every kind.

ARTICLE 15 - TEMPORARY SERVICES

Temporary services shall only be required upon the specific request of the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR, and when so requested shall be assigned to the appropriate trade with jurisdiction. Temporary system coverage shall be provided by the appropriate Contractors' existing employees during working hours in which a shift is scheduled for employees of this Contractor. The CONSTRUCTION MANAGER OR GENERAL CONTRACTOR or Authority may determine the need for temporary system coverage requirements during non-working hours. There shall be no stacking of trades on temporary services. In the event a temporary system is claimed by multiple trades, the matter

shall be resolved through the New York Plan for Jurisdictional Disputes.

ARTICLE 16 - NO DISCRIMINATION
SECTION 1. COOPERATIVE EFFORTS

The Contractors and Unions agree that they will not discriminate against any employee or applicant for employment because of creed, race, color, religion, sex, sexual orientation, national origin, marital status, citizenship status, disability, age or any other status provided by law, in any manner prohibited by law or regulation.

SECTION 2. LANGUAGE OF AGREEMENT

The use of the masculine or feminine gender in this Agreement shall be construed as including both genders.

ARTICLE 17- GENERAL TERMS
SECTION 1. PROJECT RULES

A. The CONSTRUCTION MANAGER OR GENERAL CONTRACTOR and the Contractors shall establish such reasonable Project Work rules that are not inconsistent with this Agreement or rules common in the industry and are reasonably related to the nature of work. These rules will be explained at the pre-job conference and posted at the Project Work sites and may be amended thereafter as necessary. Notice of amendments will be provided to the appropriate Local Union. Failure of an employee to observe these rules and regulations shall be grounds for discipline, including discharge. The fact that no order was posted prohibiting a certain type of misconduct shall not be a defense to an employee disciplined or discharged for such misconduct when the action taken is for cause.

B. The parties adopt and incorporate the BCTC's Standards of Excellence as annexed hereto as Exhibit "B."

SECTION 2. TOOLS OF THE TRADE

The welding/cutting torch and chain fall are tools of the trade having jurisdiction over the work performed. Employees using these tools shall perform any of the work of the trade. There shall be no restrictions on the emergency use of any tools or equipment by any qualified employee or on the use of any tools or equipment for the performance of work within the employee's jurisdiction.

SECTION 3. SUPERVISION

Employees shall work under the supervision of the craft foreperson or general foreperson.

SECTION 4. TRAVEL ALLOWANCES

There shall be no payments for travel expenses, travel time, subsistence allowance or other such reimbursements or special pay except as expressly set forth in this Agreement.

SECTION 5. FULL WORKDAY

All working shifts commence at the staging area designated for the trade by the CONSTRUCTION MANAGER or GENERAL CONTRACTOR, which may be located and/or relocated within the discretion of the CONSTRUCTION MANAGER or GENERAL CONTRACTOR to an area of floor that provides the most efficiency ("mobile shanties"). It is the CONSTRUCTION MANAGER or GENERAL CONTRACTOR'S responsibility to provide adequate transportation/hoisting so that travel time to the staging area takes no more than fifteen minutes. The parties will cooperate to increase efficiency in this regard.

SECTION 6. COOPERATION AND WAIVER

The CONSTRUCTION MANAGER OR GENERAL CONTRACTOR, Contractors and the Unions will cooperate in seeking any NYS Department of Labor, or any other government, approvals that may be needed for implementation of any terms of this Agreement. In addition,

DASNY 2024-2028 PLA

the Council, on their own behalf and on behalf of its participating affiliated Local Unions and their individual members, intend the provisions of this Agreement to control to the greatest extent permitted by law, notwithstanding contrary provisions of any applicable prevailing wage, or other, law and intend this Agreement to constitute a waiver of any such prevailing wage, or other, law to the greatest extent permissible only for work within the scope of this Agreement, including specifically, but not limited to those provisions relating to shift, night, and similar differentials and premiums. This Agreement does not, however, constitute a waiver or modification of the prevailing wage schedules applicable to work not covered by this Agreement.

ARTICLE 18. SAVINGS AND SEPARABILITY

SECTION 1. THIS AGREEMENT

In the event that the application of any provision of this Agreement is enjoined, on either an interlocutory or permanent basis, or is otherwise determined to be in violation of law, or if such application may cause the loss of Project funding or any New York State Labor Law exemption for all or any part of the Project Work, the provision or provisions involved (and/or its application to particular Project Work, as necessary) shall be rendered, temporarily or permanently, null and void, but where practicable the remainder of the Agreement shall remain in full force and effect to the extent allowed by law (and to the extent no funding or exemption is lost), unless the part or parts so found to be in violation of law or to cause such loss are wholly inseparable from the remaining portions of the Agreement and/or are material to the purposes of the Agreement. In the event a court of competent jurisdiction finds any portion of the Agreement to trigger the foregoing, the parties will immediately enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the court determination and the intent of the parties hereto for contracts to be let in the future.

SECTION 2. THE BID SPECIFICATIONS

In the event that DASNY's, CONSTRUCTION MANAGER'S OR GENERAL CONTRACTOR'S bid specifications, or other action, requiring that a successful bidder (and subcontractor) become signatory to this Agreement is enjoined, on either an interlocutory or permanent basis, or is otherwise determined to be in violation of law, or may cause the loss of project funding or any New York State Labor Law exemption for all or any part of the Project Work, such requirement (and/or its application to particular Project Work, as necessary) shall be rendered, temporarily or permanently, null and void, but where practicable the Agreement shall remain in full force and effect to the extent allowed by law and to the extent no funding or exemption is lost. In such event, the Agreement shall remain in effect for contracts already bid and awarded or in construction only where the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR and Contractor voluntarily accepts the Agreement. The parties will enter into negotiations as to modifications to the Agreement to reflect the court or other action taken and the intent of the parties for contracts to be let in the future.

SECTION 3. NON-LIABILITY

In the event of an occurrence referenced in Section 1 or Section 2 of this Article, neither DASNY, the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR, any Contractor, nor any Union shall be liable, directly or indirectly, for any action taken, or not taken, to comply with any court order or injunction, other determination, or in order to maintain funding or a New York State Labor Law exemption for Project Work. Bid specifications will be issued in conformance with court orders then in effect and no retroactive payments or other action will be required if the original court determination is ultimately reversed.

SECTION 4. NON-WAIVER

Nothing in this Article shall be construed as waiving the prohibitions of Article 7 as to signatory Contractors and signatory Unions.

ARTICLE 19 - FUTURE CHANGES IN SCHEDULE "A" AREA CONTRACTS

SECTION 1. CHANGES TO AREA CONTRACTS

A. Schedule "A" to this Agreement shall continue in full force and effect until the Contractor and/or Union parties to the Area Collective Bargaining Agreements that are the basis for Schedule "A" notify the CONSTRUCTION MANAGER OR GENERAL CONTRACTOR in writing of the hourly rate changes agreed to in that Area Collective Bargaining that are applicable to work covered by this Agreement and their effective dates.

B. It is agreed that any provisions negotiated into Schedule "A" collective bargaining agreements will not apply to work under this Agreement if such provisions are less favorable to those uniformly required of contractors for construction work normally covered by those agreements; nor shall any provision be recognized or applied on Project Work if it may be construed to apply exclusively, or predominantly, to work covered by this Agreement.

C. Any disagreement between signatories to this Agreement over the incorporation into Schedule "A" of provisions agreed upon in the renegotiation of Area Collective Bargaining Agreements shall be resolved in accordance with the procedure set forth in Article 9 of this Agreement.

SECTION 2. LABOR DISPUTES DURING AREA CONTRACT NEGOTIATIONS

The Unions agree that there will be no strikes, work stoppages, sympathy actions, picketing, slowdowns or other disruptive activity or other violations of Article 7 affecting the Project Work by any Local Union involved in the renegotiation of Area Local Collective Bargaining Agreements nor shall there be any lock-out on such Project Work affecting a Local

Union during the course of such renegotiations.

ARTICLE 20 - WORKERS' COMPENSATION ADR

An ADR program may be negotiated and participation in the ADR Program will be optional by trade.

ARTICLE 21 - HELMETS TO HARDHATS

SECTION 1.

The Contractors and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

SECTION 2.

The Unions and Contractors agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

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DASNY 2024-2028 PLA

IN WITNESS WHEREOF the parties have caused this Agreement to be executed and effective as of the _____ day of _____, _____

**FOR BUILDING AND CONSTRUCTION TRADES COUNCIL
OF GREATER NEW YORK AND VICINITY**

BY: Gary LaBarbera
GARY LABARBERA, President

[CONSTRUCTION MANAGER OR GENERAL

**CONTRACTOR] BY: _____
Executive Officer**

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AFFILIATE SIGNATURES TO FOLLOW

DASNY 2024-2028 PLA

FOR THE LOCAL UNIONS:

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND
VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT

TO: Tom Ryan, Business Manager – International Brotherhood of Boilermakers, Iron
Ship Builders, Blacksmiths, Forgers and Helpers, AFL-CIO,
Local Lodge No. 5

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater
New York and Vicinity

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Thomas F. Ryan
Signature

01/03/2024
Date

Tom Ryan
Print name

BM-ST Boilermakers Local 5
Title and Local

DASNY 2024-2028 PLA

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR PROJECT LABOR AGREEMENT

TO: Jack Argila, Business Manager – Bricklayers and Allied Craftworkers, Local Union No. 1

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater New York and Vicinity

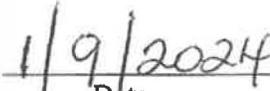
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Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:



Signature



Date

JACK ARGILA

Print name

President

Title and Local

DASNY 2024-2028 PLA

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND
VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT

TO: Carmine D'Amato, Business Manager – Building Concrete & Excavating
Laborers,
Local Union No. 731

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater
New York and Vicinity

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Carmine D'Amato

Signature

1/22/2024

Date

Carmine D'Amato

Print name

Business Manager - Local 731

Title and Local

DASNY 2024-2028 PLA

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND
VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT

TO: Joseph Geiger, Executive Secretary Treasurer – N.Y.C. and Vicinity District
Council of Carpenters

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater
New York and Vicinity

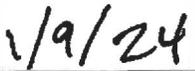
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Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

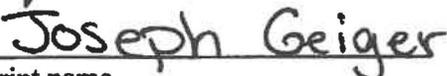
Acknowledged and agreed to by:



Signature



Date



Print name



Title and Local

DASNY 2024-2028 PLA

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR PROJECT LABOR AGREEMENT

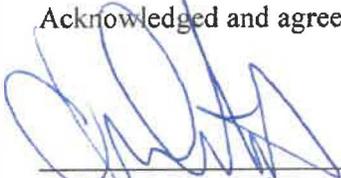
TO: Gino Castignoli, Business Manager – Cement Masons Local Union No. 780

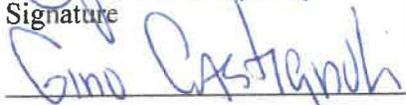
FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater New York and Vicinity

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

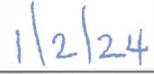
Acknowledged and agreed to by:



Signature


Print name


Title and Local



Date

DASNY 2024-2028 PLA

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND
VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT

TO: Angelo Angelone, Business Manager – Concrete Workers District Council No. 16

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater
New York and Vicinity

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:



Signature

Jan 4, 2024

Date

Angelo Angelone

Print name

President, Business Manager, CCWDC16

Title and Local

DASNY 2024-2028 PLA

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR PROJECT LABOR AGREEMENT

TO: Angelo Angelone, Business Manager – Concrete Workers District Council No. 16

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater New York and Vicinity

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:



Signature

Jan 4, 2024

Date

Angelo Angelone

Print name

President, Business Manager, CCWDC16

Title and Local



DASNY 2024-2028 PLA

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND
VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT

TO: Pawel Gruchacz – Asbestos, Lead & Hazardous Waste, Laborers
Local Union No. 78

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater
New York and Vicinity

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:



Signature

01/18/2024

Date

Pawel Gruchacz

Print name

Business Manager, Local 78

Title and Local

DASNY 2024-2028 PLA

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND
VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT

TO: Mike Prohaska, Business Manager – Construction & General Building Laborers
Local Union No. 79

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater
New York and Vicinity

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Michael Prohaska
Signature

1/11/2024
Date

Michael Prohaska
Print name

Business Manager Local 79
Title and Local

DASNY 2024-2028 PLA

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND
VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT

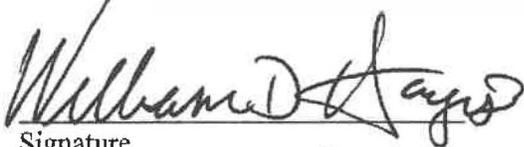
TO: William D. Hayes, Business Manager – Derrickmen and Riggers Local
Union No. 197

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater
New York and Vicinity

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:



Signature

1-19-24
Date

William D. Hayes

Print name

FS-T/Business Manager Local 197
Title and Local

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND
VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT

TO: Christopher Erikson, Business Manager – International Brotherhood of Electrical
Workers, Local Union No. 3

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater
New York and Vicinity

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:



Signature

01/03/2024

Date

Christopher Erikson

Print name

Business Manager, Local 3 IBEW

Title and Local

DASNY 2024-2028 PLA

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND
VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT

TO: Lenny Legotte, Business Manager – International Union of Elevator Constructors,
Local Union No. 1

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater
New York and Vicinity

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:


Signature

01/02/2024

Date

Lenny Legotte
Print name

President / Business Manager
Title and Local

DASNY 2024-2028 PLA

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR PROJECT LABOR AGREEMENT

TO: Jaime Soto, Business Manager – Heat & Frost Insulators & Allied Workers
Local Union No. 12A

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater
New York and Vicinity

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:



Signature

1/24/2024
Date

Jaime Soto
Print name

Business Manager/Secretary Treasurer/Local 12A
Title and Local

DASNY 2024-2028 PLA

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND
VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT

TO: Keith J. Loscalzo, Business Manager - Laborers Local 1010

FROM: Gary LaBarbera, President - Building and Construction Trades Council of
Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTD approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:


Signature

JANUARY 2, 2024
Date

Keith J. Loscalzo
Print Name

Business Manager, Laborers' Local 1010
Title and Local

DASNY 2024-2028 PLA

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR PROJECT LABOR AGREEMENT

TO: Peter Myers, President – New York State Iron Workers District Council

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater New York and Vicinity

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Peter Myers
Signature

01/09/24.
Date

PETER MYERS
Print name

NYS IRON WORKERS DISTRICT COUNCIL, PRESIDENT.
Title and Local

DASNY 2024-2028 PLA

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR PROJECT LABOR AGREEMENT

TO: Daniel Doyle, Business Manager – Structural Iron Workers, Local Union No. 40
FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater New York and Vicinity

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Daniel D. Doyle
Signature

1-11-23
Date

DAVID D. DOYLE
Print name

BUSINESS MANAGER / I.S.T.
Title and Local

DASNY 2024-2028 PLA

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR PROJECT LABOR AGREEMENT

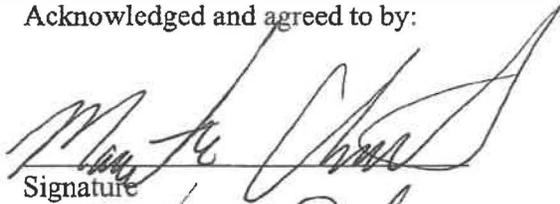
TO: Matthew Chartrand, Business Manager – Structural Iron Workers. Local Union No. 361

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater New York and Vicinity

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:


Signature 
Date


Print name


Title and Local

DASNY 2024-2028 PLA

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR PROJECT LABOR AGREEMENT

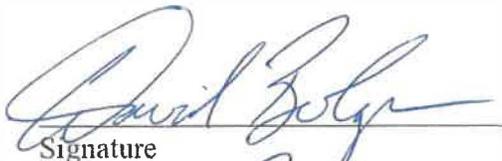
TO: David Bolger, Business Manager – Mason Tenders District Council

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater New York and Vicinity

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:


Signature

1/3/2024
Date

David Bolger
Print name

Business Manager, Mason Tenders D.C.
Title and Local

DASNY 2024-2028 PLA

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND
VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT

TO: Michael Anderson, Business Manager - Metallic Lathers & Reinforcing
Ironworkers, Local No. 46

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater
New York and Vicinity

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Michael Anderson
Signature

1/3/24
Date

Michael Anderson
Print name

Business Manager
Title and Local

DASNY 2024-2028 PLA

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR PROJECT LABOR AGREEMENT

TO: Joseph Nolan,, Business Manager – Ornamental Iron Workers,
Local Union No. 580

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater
New York and Vicinity

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:



Signature



Date

JOSEPH NOLAN

Print name

BUSINESS MANAGER / FST

Title and Local

DASNY 2024-2028 PLA

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND
VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT

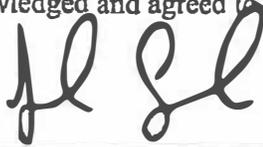
TO: Joseph Azzopardi, Business Manager – Glaziers No. 1087, District Council 9

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater
New York and Vicinity

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:



Signature **Joseph Azzopardi**
Business Manager/Secretary Treasurer - DC9

Print name

Title and Local

1/23/24
Date

DASNY 2024-2028 PLA

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR PROJECT LABOR AGREEMENT

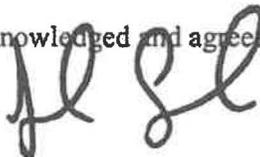
TO: Joseph Azzopardi, Business Manager -- Painters, District Council No. 9

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater New York and Vicinity

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:



Signature

11/23/24

Date

Print name **Joseph Azzopardi**
Business Manager/Secretary Treasurer - DC9

Title and Local

DASNY 2024-2028 PLA

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR PROJECT LABOR AGREEMENT

TO: Joseph Azzopardi, Business Manager – Metal Polishers, Local Union No. 8A-28A; District Council No. 9

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater New York and Vicinity

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:



Signature


Date

Print name

Joseph Azzopardi
Business Manager/Secretary Treasurer - DC9

Title and Local

DASNY 2024-2028 PLA

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR PROJECT LABOR AGREEMENT

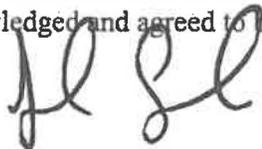
TO: Joseph Azzopardi, Business Manager – Drywall Tapers Local Union No 1974, District Council 9

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater New York and Vicinity

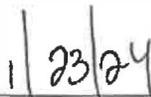
The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:



Signature



Date

Print name

Joseph Azzopardi
Business Manager/Secretary Treasurer - DC9

Title and Local

DASNY 2024-2028 PLA

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND
VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT

TO: Joseph Azzopardi, Business Manager – Bridge & Structural Steel Painters, Local
Union No. 806, District Council 9

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater
New York and Vicinity

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:



Signature



Date

Print name

Joseph Azzopardi
Business Manager/Secretary Treasurer - DC9

Title and Local

DASNY 2024-2028 PLA

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR PROJECT LABOR AGREEMENT

TO: Dale Alleyne, Business Manager – Operative Plasterers Local Union No. 262

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater New York and Vicinity

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:


Signature

1-2-23
Date

Dale Alleyne
Print name

Business Manager Local 262
Title and Local

DASNY 2024-2028 PLA

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND
VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT

TO: Paul O'Connor, Business Manager – UA Plumbers Local Union No. 1
FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater
New York and Vicinity

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Paul O'Connor
Signature

1/4/24
Date

PAUL O'CONNOR
Print name

Business Manager UA Local #1
Title and Local

DASNY 2024-2028 PLA

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR PROJECT LABOR AGREEMENT

TO: Daniel L. Wright, President/Principal Officer – Private Sanitation, Teamsters Local Union No. 813

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater New York and Vicinity

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:



Signature

JAN 24 2024

Date

Daniel L. Wright

Print name

President LOCAL 813, I.B.T.

Title and Local

DASNY 2024-2028 PLA

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR PROJECT LABOR AGREEMENT

TO: Nicolas Siciliano, Business Manager – Roofers & Waterproofers, Local Union No. 8

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater New York and Vicinity

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:



Signature

1/18/24
Date

Nick Siciliano

Print name

Business Manager Roofers + WP Local 8

Title and Local

DASNY 2024-2028 PLA

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND
VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT

TO: Eric Meslin, President/Business Manager – Sheet Metal Workers,
Local Union No. 28

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater
New York and Vicinity

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Eric Meslin

Signature

1/5/24

Date

Eric Meslin

Print name

President and Business Manager Sheet Metal Workers' Local 28

Title and Local

DASNY 2024-2028 PLA

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND
VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT

TO: Dante Dano, President/Business Manager – Sheet Metal Workers,
Local Union No. 137

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater
New York and Vicinity

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:


Signature

01/03/2024
Date

Dante Dano, Jr. "SIGNS & GRAPHICS"
Print name

President/ Business Manager- SMART Local 137
Title and Local

DASNY 2024-2028 PLA

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND
VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT

TO: Robert Bartels, Jr., Business Manager – UA Steamfitters, Local Union No. 638

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater
New York and Vicinity

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Robert J. Bartels Jr.

Signature

1/2/24

Date

Robert J. Bartels, Jr.

Print name

Business Manager - 638

Title and Local

DASNY 2024-2028 PLA

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR PROJECT LABOR AGREEMENT

TO: Thomas Gesualdi, President – Teamsters, Local Union No. 282

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater New York and Vicinity

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Thomas Gesualdi
Signature

1/3/24
Date

Thomas Gesualdi
Print name

President, Teamsters Local 282
Title and Local

DASNY 2024-2028 PLA

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR PROJECT LABOR AGREEMENT

TO: William A. Hill, President – Tile, Marble & Terrazzo, B.A.C. Local Union No. 7
FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater New York and Vicinity

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTC approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Matthew Cup
Signature

1/24/2025
Date

MATTHEW CUP
Print name

SECRETARY TREASURER BAC LOCAL #7 T.M.T
Title and Local

DASNY NEW CONSTRUCTION PLA

SCHEDULE "A" - CBAs

Union	Current Agreement w/
Architectural and Ornamental Iron Workers Local Union 580, AFL-CIO	Allied Building Metal Industries, Inc.
Building, Concrete, Excavating & Common Laborers Local 731	Independent
Building, Concrete, Excavating & Common Laborers Local 731	Members of the General Contractors Association of New York, Inc.
Bricklayers Local 1 of the International Union of Bricklayers and Allied Craftworkers	Independent
District Council No. 9, I.U.P.A.T Glaziers Local 1087	Window and Plate Glass Dealers Association
Drywall Tapers and Painters Local 1974, affiliated with International Union of Painters & Allied Trades and Drywall Taping Contractor's Association & Association of Wall-Ceiling & Carpentry Industries NY, Inc.	Independent
Enterprise Association of Steamfitters and Apprentices Local 638	Mechanical Contractors Association of NY, Inc.
Enterprise Association of Steamfitters and Apprentices Local 638	Independent
Elevator Constructors Local 1 of NY and NJ	ThyssenKrupp Elevator Corporation
Elevator Constructors Local 1 of NY and NJ	Independent
Highway Road and Street Laborers Local Union 1010 of the District Council of Pavers and Road Builders of the Laborers' International Union of North America AFL-CIO	Independent
Highway Road and Street Laborers Local Union 1010 of the District Council of Pavers and Road Builders of the Laborers' International Union of North America AFL-CIO	Member of the General Contractors Association of New York, Inc.
International Association of Heat and Frost Insulators and Allied Workers Local No. 12 of New York City	Independent
International Association of Heat and Frost Insulators and Allied Workers Local No. 12 of New York City	The Insulation Contractors Association of New York City, Inc.

DASNY NEW CONSTRUCTION PLA

International Association of Heat and Frost Insulators and Allied Workers Local No. 12A of New York City	Independent
International Association of Heat and Frost Insulators and Allied Workers Local No. 12A of New York City	Environmental Contractors Association, Inc.
International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, AFL-CIO, Local Lodge No. 5	Boilermakers Association of Greater New York
Local Union No. 3 International Brotherhood of Electrical Workers, AFL-CIO	New York Electrical Contractors Association
International Brotherhood of Teamsters, Local 282, High Rise Contract	Building Contractors Association & Independents
Local 46 Metallic Lathers Union and Reinforcing Iron Workers of NY and Vicinity of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers	General Contractors Association
Local 46 Metallic Lathers Union and Reinforcing Iron Workers of NY and Vicinity of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers	Independent
Local 8 Roofers, Waterproofers & Allied Workers	Roofing and Waterproofing Contractors Association of New York and Vicinity
Local Union 1 of the United Association of Journeymen and Apprentices of the Pipe Fitting Industry of the United States and Canada	Association of Contracting Plumbers of the City of New York
Local Union Number 40 & 361 of Bridge, Structural Ornamental and Reinforcing Iron Workers AFL-CIO	Independent
Mason Tenders DC & Laborers' International Union – Local 78 & 79	Building Contractors Association
Mason Tenders DC & Laborers' International Union – Local 78 & 79	Interior Demolition Contractors Association
Mason Tenders DC & Laborers' International Union – Local 78 & 79	Independent
Mason Tenders DC & Laborers' International Union – Local 78 & 79	NYCDCA
Mason Tenders DC & Laborers' International Union – Local 78 & 79	Environmental Contractors Association

DASNY NEW CONSTRUCTION PLA

Mason Tenders DC & Laborers' International Union – Local 78 & 79	ABMC
Operative Plasterers' and Cement Masons' International Association Local No. 262	Independent
Painters and Allied Trades AFL-CIO, District Council No. 9 (Painting and Protective Coatings CBA)	Independent
Painters and Allied Trades AFL-CIO, District Council No. 9 (Painting and Protective Coatings CBA)	<u>The Association of Master Painters & Decorators of NY, Inc.</u> and The Association of Wall, Ceiling & Carpentry Industries of NY, Inc. and The Window and Plate Glass Dealers Association
Sheet Metal Workers' International Association, Local 28	Sheet Metal & Air Conditioning Contractors Association of New York City, Inc.
Sheet Metal Workers' International Association, Local 137	The Greater New York Sign Association
Structural Steel and Bridge Painters Local 806, DC 9 International Union of Painters and Allied Trades, AFL-CIO	New York Structural Steel Painting Contractors Association
Teamsters Local 813	Independent
Teamsters Local 813	IESI NY Corporation
The Cement Masons' Union, Local 780	Cement League
The District Council of Cement and Concrete Workers (comprised of Local 6A; Local 18A and Local 20)	Cement League
The District Council of Cement and Concrete Workers (comprised of Local 6A; Local 18A and Local 20)	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Heavy Carpenters	GCA
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Dockbuilders Local No. 1556	Concrete Contractors of NY

DASNY NEW CONSTRUCTION PLA

The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Dockbuilders Local 1556	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Millwright Local 740	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Timbermen Local 1556	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Timbermen Local 1556	GCA
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Heavy Carpenters	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Carpenters	Manufacturing Woodworkers Association of Greater New York Incorporated
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America	The Hoisting Trade Association of New York, Inc.
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America	The Test Boring Association
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America	Building Contractors Association
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America	The Association of Wall-Ceiling & Carpentry Industries of New York, Incorporated
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners	The Cement League
The District Council of NYC and Vicinity of the United Brotherhood of Carpenters and Joiners of America	New York City Millwright Association

DASNY NEW CONSTRUCTION PLA

The District <u>Council of New York City</u> and Vicinity of the United Brotherhood of Carpenters and Joiners	Greater New York Floor Covering Association
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Carpenters	Association of Architectural Metal & Glass
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Carpenters	Concrete Contractors of NY
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Building Construction Carpenters	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Local 2287	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Shop Carpenters	Independent
The Tile Setters and Tile Finishers Union of New York and New Jersey, Local 7 of the International Bricklayers and Allied Craftworkers	The Greater New York and New Jersey Contractors Association
United Derrickmen & Riggers Association, Local 197 of NY, LI, Westchester & Vicinity	Contracting Stonesetters Association Inc.
United Derrickmen & Riggers Association Local 197 of NY, LI, Westchester and Vicinity	Building Stone and Pre-cast Contractors Association

DASNY NEW CONSTRUCTION PLA

EXHIBIT “A” - LETTER OF ASSENT

Project Labor Agreement - - Letter of Assent

The undersigned party confirms that it agrees to be a party to and be bound by the DASNY Project Labor Agreement (“Project Labor Agreement”) as such Project Labor Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms. The terms of the Project Labor Agreement, its Schedules, Addenda and Exhibits are hereby incorporated by reference herein.

The undersigned, as a Contractor or Subcontractor (hereinafter Contractor) on the Project as defined in the Project Labor Agreement (hereinafter PROJECT), for and in consideration of the award to it of a contract to perform work on said PROJECT, and in further consideration of the mutual promises made in the Project Labor Agreement, a copy of which was received and is acknowledged, hereby:

- (1) Accepts and agrees to be bound by the terms and conditions of the Project Labor Agreement, together with any and all schedules; amendments and supplements now existing or which are later made thereto;
- (2) Agrees to be bound by the legally established and applicable collective bargaining agreements and local trust agreements as set forth in the Project Labor Agreement.
- (3) Authorizes the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor;
- (4) Certifies that it has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of the Project Labor Agreement. The Contractor agrees to employ labor that can work in harmony with all other labor on the PROJECT and shall require labor harmony from every lower tier subcontractor it engages to work on the PROJECT. Labor harmony disputes/issues shall be subject to the Labor Management Committee’s Pre-Job conference provisions.
- (5) Agrees to secure from any Contractor(s) (as defined in the Project Labor Agreement) which is or becomes a Subcontractor (of any tier), to it, a duly executed Agreement to be bound in form identical to this document.

Dated: _____

(Name of Contractor or subcontractor)

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EXHIBIT “B” – STANDARD OF EXCELLENCE

NEW YORK CITY BUILDING AND CONSTRUCTION TRADES COUNCIL

The purpose of this Standard of Excellence is to reinforce the pride of every construction worker and the commitment to be the most skilled, most productive and safest workforce available to construction employers and users in the City of New York. It is the commitment of every affiliated local union to use our training and skills to produce the highest quality work and to exercise safe and productive work practices.

The rank and file members represented by the affiliated local unions acknowledge and adopt the following standards:

- Provide a full day’s work for a full day’s pay;
- Safely work towards the timely completion of the job;
- Arrive to work on time and work until the contractual quitting time;
- Adhere to contractual lunch and break times;
- Promote a drug and alcohol-free work site;
- Work in accordance with all applicable safety rules and, procedures,
- Allow union representatives to handle job site disputes and grievances without resort to slowdowns, or unlawful job disruptions;
- Respect management directives that are safe, reasonable and legitimate;
- Respect the rights of co-workers;
- Respect the property rights of the owner, management and contractors.

The Unions affiliated with the New York City Building and Construction Trades Council will expect the signatory contractors to safely and efficiently manage their jobs and the unions see this as a corresponding obligation of the contractors under this Standard of Excellence. The affiliated unions will expect the following from its signatory contractors:

- Management adherence to the collective bargaining agreements;
- Communication and cooperation with the trade foremen and stewards;
- Efficient, safe and sanitary management of the job site;
- Efficient job scheduling to mitigate and minimize unproductive time;
- Efficient and adequate staffing by properly trained employees by trade;
- Efficient delivery schedules and availability of equipment and tools to ensure efficient job progress;
- Ensure proper blueprints, specifications and layout instructions and material are available in a timely manner
- Promote job site dispute resolution and leadership skills to mitigate such disputes;
- Treatment of all employees in a respectful and dignified manner acknowledging their contributions to a successful project.

The affiliated unions and their signatory contractors shall ensure that both the rank and file members and the management staff shall be properly trained in the obligations undertaken in the Standard of Excellence.

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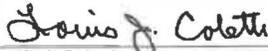
Buildsafe NYC Safety Codes of Conduct

Mission Statement – To ensure the safety of all workers and the public by maintaining high standards of the unionized construction industry on all construction projects under the supervision of contractors affiliated with the Building Trades Employers' Association and Building and Construction Trades Council Union Affiliates.

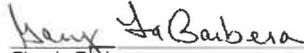
1. BTEA member companies and BCTC unions and their members shall work together in a professional and respectful manner at all times.
2. The workforce shall adhere to the use of personal protective equipment (PPE) usage in accordance with OSHA Guidelines at all times including:
 - a. ANSI compliant Hard Hats (with ratchet suspension) at all times (supplied by employer)
 - b. Construction-type Work Boots at all times
 - c. Long Pants and shirts with at least short sleeves at all times (no shorts or tank tops)
 - d. ANSI compliant Eye Protection shall be worn at all times (supplied by employer)
 - e. Adequate Hearing Protection in their possession and used as needed (supplied by employer)
 - f. High-vis outer garments to be worn on site pursuant to OSHA Guidelines (supplied by employer)
3. CM and Subcontractor management shall implement a fair and consistent disciplinary policy for all site personnel regarding the adherence to site safety rules and requirements. Likewise, a joint labor/management team will periodically assess project wide implementation of these Codes.
4. CM firms shall maintain clean and functioning workforce restrooms, hygiene facilities and housekeeping, initially and throughout the duration of the project. Management and workforce shall make all efforts to keep the facilities graffiti free.
5. All personal shall adhere to a strict policy against drug and alcohol possession and use on sites and during hours of work.
6. All workers must complete a job specific Project Safety Orientation Class prior to beginning work on every major project. Workers shall present either a valid OSHA 10 or 30 card within 5 years of date of issue in addition to all certifications and proof of safety training for trade specific tasks they will be engaging in on the project. Worker certifications of safety training for specific tasks such as fire watch, flagmen, and safety attendant must be verified. All personnel must have and be able to show a valid OSHA 10 card with them at all times.

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7. Management will create a method for expedited entry procedures to allow access to project sites for general contractors, subcontractors and labor. Labor representatives shall be provided with site access immediately. The Building Trades Employers' Association and the Building and Construction Trades Council Union Affiliates will endeavor to develop a universal job access badge for Union representatives..
8. No unauthorized cell phones, portable media devices, radios, or other devices that limit hearing and attention shall be used while working on sites.
9. Ground Fault Circuit Interrupters (GFCI) will be used on all power tools and extension cords.
10. Union trade representatives shall participate in a regularly scheduled site safety meeting on all projects regardless of size.
11. Extreme effort shall be made to isolate the public from all construction activity. Specifically, systems shall be put in place to control falling materials and pedestrian exposure. This should be a top priority for the entire project workforce.
12. Workers shall honor security access control systems to establish entry to sites by authorized personnel only, where applicable.
13. Fall protection management shall be a top project priority. Workers shall maintain and use necessary fall protection systems and procedures where appropriate. Engineering controls and work methods which eliminate, guard, or otherwise control fall hazards shall take priority over personal fall arrest system usage.
14. Where hazardous materials are present, projects shall implement efforts to communicate and control potential exposure to the workforce.
15. No smoking at any time anywhere on the construction site per Department of Buildings rules and regulations.
16. All incidents/accidents, or unsafe working conditions should be immediately reported to supervisors.



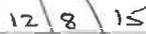
Louis J. Coletti
President & CEO
Building Trades Employers' Association



Gary LaBarbera
President
Building and Construction Trades Council



Date



Date

DASNY NEW CONSTRUCTION PLA

EXHIBIT “C” – DRUG AND ALCOHOL POLICY

PREAMBLE

WHEREAS, Dormitory Authority of the State of New York, as Sponsor (“Sponsor”) _____ (“Project”) desires to provide for a safe, drug and alcohol-free work site for the Project;

WHEREAS, the parties have entered into a separate Project Labor Agreement for the Project and have agreed to negotiate in good faith a Project Drug & Alcohol Testing Policy;

WHEREAS, this Testing Policy is collectively negotiated between _____ the (“CM”) and the New York City Building and Construction Trades Council (“Council”) (the CM and BCTC are collectively referred to hereafter as the “Parties”);

WHEREAS, the Parties each currently have respective drug and alcohol policies, including the Projects' Zero-Tolerance policy;

WHEREAS, the Parties desire to maximize project safety conditions for the Project personnel and public, as well as deter violations of the Parties' respective drug and alcohol policies;

NOW, THEREFORE, the Parties agree to this Policy as of the date hereof,

ARTICLE 1 - PARTIES

This Drug & Alcohol Testing Policy (“Policy”) is hereby established by the CM and the Council, on behalf of itself and its affiliated local union members, and the signatory local unions on behalf of themselves and their members.

ARTICLE 2-GENERAL CONDITIONS

SECTION 2.1 - SUMMARY

In order to reinforce the Parties' respective drug and alcohol policies, including the Projects' zero tolerance policy regarding the prohibition of the use of drugs and alcohol, and to deter Project personnel from violating those policies, the Parties agree that all Project Personnel (defined later) will be required to submit to drug and/or alcohol testing randomly, post-accident, and for reasonable suspicion.

Any individual on site that violates this Policy is subject to disciplinary action, including, without limitation, loss of site access privileges.

SECTION 2. 2- REVOCATION OF PROJECT ACCESS PRIVILEGES

Any one of the following occurrences will result in the immediate revocation of a Project Personnel's project access privileges:

1. An individual is found selling or using drugs or alcohol, or otherwise is under the influence of drugs or alcohol, subject to the other terms of this Policy, on a Project Site;
2. An individual has been convicted under any criminal drug or alcohol statute for a violation occurring in the workplace within the past two years;
3. An individual who refuses to abide by the Projects' drug and alcohol policy, or refuses to submit to a test in accordance with this Policy;
4. An individual who switches, adulterates, or in any way tampers with a specimen

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required to be submitted in accordance with this Policy.

SECTION 2.3 - DEFINITIONS

Confirmed Positive Test: The presence of drugs, drug metabolites, or alcohol in a person's body that equals or exceeds the established cut off levels as defined in Exhibit I. For drugs, the sample will have undergone Laboratory screening and confirmation testing and must have been verified as positive by a Medical Review Officer. A positive test result for alcohol obtained through Evidential Breath Testing is considered a Confirmed Positive Test.

Employee Assistance Program (EAP): An EAP is generally considered a workplace-based, confidential program designed to help employees deal effectively with a variety of personal problems, and, of relevance to this policy, substance abuse problems. The EAP promotes assessments and short-term counseling. An EAP shall also include any similar education or rehabilitation program provided by the Council or its respective members. The Project Personnel that are required to participate in the EAP shall be responsible for the cost of their consultation with an EAP and/or participation in any education or rehabilitation program.

Evidential Breath Testing Device (EBT): A device that is used to measure alcohol in the breath and which meets National Highway Traffic Safety Administration's specifications for precision and accuracy.

Laboratory: A laboratory that is SAMHSA (Substance Abuse and Mental Health Services Administration) certified for the testing of drugs.

Medical Review Officer (MRO): A licensed physician responsible for receiving laboratory results generated by an employer's drug testing plan who has knowledge of substance abuse disorders and medical training to interpret and evaluate a donor's confirmed positive test result together with his/her medical history and all other relevant information.

Previous Worker: All individuals whose employment relationship with the contractor, company or organization no longer exists.

Project Site: The construction area for respective Project.

Reasonable Suspicion: When a qualified trade contractor, the Sponsor or CM as set forth in Section 3.7, reasonably believes that an individual has violated this Policy. Reasonable suspicion is based upon (1) specific, current, behavioral or performance indicators, (2) the possible manufacture, distribution, consumption or possession of unauthorized drugs, drug paraphernalia, or alcohol, or (3) documented investigation by an agency retained by, or otherwise independent from, the Sponsor or CM.

SECTION 2.4 - INCLUDED SUBJECTS

This Policy shall cover all employees of the Sponsor, Construction Manager and Project trade contractors, their subcontractors and any other of their respective personnel at any level that are performing any activity at a Project Site, inclusive of managers, superintendents and supervisors, except as specifically excluded by Section 2.5 of this Policy (collectively and singularly, "Project Personnel").

SECTION 2.5 - EXCLUDED SUBJECTS

The following persons are not subject to the provisions of this Policy:

- A. Employees and entities engaged in off-site manufacture, modifications, repair,

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maintenance, assembly, painting, handling or fabrication of components, materials, equipment or machinery;

- B. Vendors and employees of vendors engaged on a Project Site in equipment testing, inspection, training, warranty work, or engaged in corrections of defective or nonconforming work, unless such employees are expressly included in the bargaining unit of a local signatory to this Agreement;
- C. Employees engaged in ancillary work on a Project which is performed by third parties, such as electric utilities, gas utilities, telephone companies, and railroads, or any other work not constituting Project work;
- D. Employees of any governmental authority (state, local or otherwise);
- E. Employees and contractors engaged in work on the Project Site as part of due diligence or monitoring, which work is ancillary to Project work; and
- F. Emergency responders.

SECTION 2.6 - PRESCRIPTION AND NON-PRESCRIPTION DRUGS

The use of prescription drugs not prescribed directly to Project Personnel is prohibited, including the use of drugs prescribed to a spouse or domestic partner. The use of non-prescription drugs that are sold outside the United States and that contain substances that are illegal or require a prescription in the United States are prohibited, unless prescribed by a licensed physician.

SECTION 2.7 - SEARCHES

In order for the CM to ensure the safety of Project Personnel and for the CM to protect its assets, the CM shall have the right upon good cause (such as reasonable suspicion of a violation of this Policy) to conduct reasonable searches for alcohol, drugs and related paraphernalia anywhere within the boundaries of a Project Site. A search may include any assets owned or leased by any Project Personnel that is on a Project Site, including without limitation, vehicles, lockers, gang boxes, desks and personal property brought onto a Project Site, but excluding personal body searches or physical contact with employees.

ARTICLE 3 - DRUG & ALCOHOL TESTING

SECTION 3.1 - COLLECTION PROCESS

As of June 01, 2019, Project Personnel may be required to submit urine samples ("Preliminary Drug Screening") for the purpose of detecting the presence of drugs as part of the random, post-accident or reasonable suspicion testing, in accordance with chain of custody protocols as established by Substance Abuse and Mental Health Services Administration (SAMHSA), utilizing an instant result test cup for Preliminary Drug Screenings, such testing is to be performed on-site by an independent service provider. The results from the instant result test cup will be considered preliminary. The sample will be sent to a SAMHSA certified testing laboratory for confirmation.

As of the date hereof, all Project Personnel will be required to submit to an Evidential Breath Test (EBT) for the purpose of detecting the presence of alcohol when submitting to random, post-accident or reasonable suspicion testing. Alcohol testing will not be conducted for pre-access testing.

SECTION 3.2 - NEGATIVE PRELIMINARY DRUG SCREENING

Project Personnel with a negative Preliminary Drug Screening will be considered conditionally accepted for Project site access, pending confirming laboratory results. Site access privileges will be

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revoked if the subsequent laboratory results determine that the sample has tested positive for drugs or that the sample has been adulterated.

SECTION 3.3 POSITIVE PRELIMINARY DRUG SCREENING

If the Preliminary Drug Screening indicates a positive result, the individual will not be allowed access to the Project Site. The sample will be sent to the certified laboratory for analysis and, if applicable, reviewed by the Medical Review Officer (MRO). If the laboratory confirmation results are also positive, the individual will be considered in violation of this Policy and their site access will be revoked for at least 30 days. If the laboratory confirmation results are negative, the Project Personnel's site access will not be revoked.

SECTION 3.4 CONFIRMED POSITIVE TEST RESULTS

A. POSITIVE DRUG TEST

A drug test is considered positive if the test results exceed the limits shown in Exhibit 1, which is attached hereto and incorporated herein by reference. The test will be confirmed through a second analysis process and reviewed by an MRO before results are reported. Project Personnel with confirmed positive drug test results will have their site access revoked. In case of a "false positive" result, any such Personnel shall be entitled to the reimbursement of any wages lost during the suspension caused by any such false positive result.

B. POSITIVE EBT

An EBT is considered positive if the test results exceed .04 BrAC, or as otherwise set forth in Exhibit 1. Project Personnel with a positive alcohol test result will be subject to the remedies set forth in Exhibit 1.

C. REINSTATEMENT OF SITE ACCESS PRIVILEGES

(a) Subject to section 3.4(C)(a) immediately below, if the site access of a Project Personnel has been revoked pursuant to this Policy, then any such person may request that their site access be reinstated after 30 days, provided that all of the following conditions are met to the reasonable satisfaction of the CM. :

1. The individual has provided proof of wellness from an accredited rehabilitation facility or has provided proof that treatment isn't needed as attested to by a licensed health care provider specializing in the diagnosis and treatment of alcohol and drug abuse.
2. A current drug and alcohol test are obtained within three (3) days of the request for re-access to the site and proof of a negative test result has been received; and
3. The individual agrees to submit to multiple testing for two (2) full years from the date of gaining re-access to the project, the scheduling of which will be determined at the sole discretion of the CM. If all of these conditions have been met, the Design-Builder agrees that it will not unreasonably withhold their consent to any such request.

(b) Unlawful possession, concealment, use, purchase, sale, manufacture, dispensation or distribution of illegal drugs or un-prescribed controlled substances on the Project Premises will subject the Project Personnel Employee to immediate removal from the Project Premises and shall bar such Project Personnel Employee from returning for a minimum of three (3) months, which return shall,

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in any event, be subject to the reasonable approval by CM.

(c) All of the Parties agree that any such Project Personnel will only be entitled to any such reinstatement of site access privileges one time and that any subsequent violation of this Policy will result in the permanent termination of access to the Project Site.

SECTION 3.5 - RANDOM TESTING

A third-party provider designated by the CM will randomly select by an objective criterion a testing pool for random drug and/or alcohol testing from all Project Personnel with site access cards. Any individual selected for a random drug and/or alcohol test will be required to submit to an Evidential Breath Test (EBT) and/or drug test. Individuals may be tested more than once during any given time period. The Parties acknowledge and agree that an EBT may be required without a drug test and that a drug test may be required without an EBT, as solely determined by the CM.

If an individual is unable to attend the first scheduled random drug test as a result of being involved in a work-related task, such drug test will be rescheduled and will be completed at or before the conclusion of such employee's then current work shift. If the second drug test is missed for any reason, the incident will be reviewed by the CM, who shall have the right to terminate the site access privileges of any such Project Personnel until such time as that Project Personnel has complied with this Policy. If the individual refuses to take the test, their access privileges will be immediately terminated for cause.

SECTION 3.6 - POST ACCIDENT TESTING

After each work-related incident or injury requiring the services of a licensed health care provider, all Project Personnel involved with the incident will be required to submit to a drug and/or alcohol test immediately following the incident. In instances where emergency care is necessary, the drug and/or alcohol test shall be obtained by the care facility, if possible, within 24 hours after treatment is rendered. If more than 48 hours have passed before an injury is reported and treated by a licensed health care provider, an alcohol test will not be required.

In addition, any Project Personnel involved in a non-injury related incident at a Project Site with damages at or in excess of \$200 will be required to submit to a drug and/or alcohol test unless:

- A. It is determined, after conducting an investigation and interviewing all employees involved and any witnesses, that the employee's performance can be completely discounted as a contributing factor to the incident; or
- B. It is determined, after conducting an incident investigation and interviewing all employees and any witnesses that the incident was caused by inadequate equipment or system design, and/or premature failure of equipment or system components.

SECTION 3.7 - REASONABLE SUSPICION TESTING

All Project Personnel will be required to submit to a drug and/or alcohol test when there is reasonable suspicion the individual has violated this policy.

Reasonable suspicion includes, without limitation, the following:

- A. Violent or irrational behavior;
- B. Emotional or physical unsteadiness;
- C. Sensory or motor-skill malfunctions;
- D. Slurred speech;

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- E. The odor of alcohol or drugs on clothing or breath in conjunction with other indicators;
- F. Possession of alcohol, unauthorized drugs or drug paraphernalia; or
- G. Documented evidence of an independent investigation regarding Project Personnel's consumption of what is reasonably believed to be an alcoholic beverage or drugs in violation of the Project's policies and/or this Policy.

Reasonable suspicion testing may only be ordered by supervisory personnel that: (a) have been trained to recognize the above referenced factors; or (b) have received credible documentary evidence from an independent investigator that a Project Personnel has violated a drug and/or alcohol policy. It is agreed that any certified training program shall satisfy the training requirement.

SECTION 3.8 - PRIVACY CONSIDERATIONS

The Parties agree to use reasonable efforts to conduct any testing pursuant to this Policy in accordance with the privacy concerns of Project Personnel. To address these concerns, the Parties agree that:

1. The testing station(s) shall be screened off, or otherwise closed off from public view.
2. All documents and information regarding the testing, including test results, shall be maintained by the respective custodian(s) of record in accordance with their respective privacy policies, which any Project Personnel shall be entitled to review upon timely request.
3. The Parties agree to make a good faith effort to resolve any other privacy concern of Project Personnel regarding this Policy, provided that any such concerns do not interfere with the purpose of this Policy.

ARTICLE 4 – GRIEVANCE

SECTION 4.1 - REPRESENTED WORKERS

Nothing in this Policy shall restrict a member of a signatory local union from filing a grievance in accordance with the member's collective bargaining agreement or a Project Labor Agreement, provided that the grievance shall be limited to whether the removal of a member for violation of this Policy was conducted in compliance with the terms and conditions set forth herein.

SECTION 4.2 - HOLD HARMLESS

The Design-Builder agrees to hold harmless and indemnify the Union/Council and its representatives from any liability that may be incurred as a result of the Company's Drug and Alcohol Policy to the extent caused by the negligence or intentional misconduct of the Design-Builder.

IN WITNESS WHEREOF the parties have agreed to this Policy as of _____.

FOR CONSTRUCTION MANAGER

By: _____

Name: _____

Title: _____

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FOR GREATER NEW YORK CITY BUILDING TRADES COUNCIL

By: _____ By: _____

Name: Gary LaBarbera _____

Title: President _____

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EXHIBIT 1

CLASS OF DRUGS TESTED AND THEIR RESPECTIVE CUT-OFF LIMITS

The cut-off limits established are those recommended by the U.S. Department of Health and Human Services in their mandatory Guidelines for Federal Workplace Drug Testing Programs.

<u>Drug Class</u>	<u>Screening Cut-Off Limit (ng/ml)</u>	<u>Confirmation Cut-off Limit (ng/ml)</u>
Amphetamines	1000	500
Benzoylcegonine (Cocaine Metabolite)	300	150
Cannabinoids (THC)	50	15
*Opiates	2000	10
Phencyclidine (PCP)	25	25

Confirmation screening is done by means of GC/MS analysis.

*The GC/MS confirmation for opiates will be for both codeine and morphine separately. If morphine is equal to or greater than 2,000ng/ml then the GC/MS confirmation analysis for 6- acetylmorphine (6-MAM) is at a cut-off level of 10ng/ml.

Alcohol Screening

All Project Personnel will be required to submit to an EBT under the random, post-accident, and reasonable suspicion test arenas, for the purpose of detecting presence of alcohol. If this test supports a positive result for presence of alcohol, the Project Personnel will be considered in violation of this Policy.

If the results of the EBT are:

1. Above 0.001 BrAC, but at or below 0.020 BrAC, a second test will be conducted within approximately 15 minutes.
 - If the second BrAC test is less than the first BrAC, the results will be deemed negative and the Project Personnel may return to work, if there are no other outstanding issues.
 - If the second BrAC is increasing, but below 0.04 BrAC, the results will be deemed negative, but the Project Personnel will be sent home for the day and the Construction Manager shall be notified. If a Project Personnel is sent home two times within a six-month period pursuant to this Section I, then any such Project Personnel shall be deemed to have tested positive and will be subject to the applicable remedies set forth in Section 2 below.
2. Above 0.02 BrAC, but below 0.06 BrAC, a second test will be conducted after approximately 15 minutes.
 - Notwithstanding anything set forth above to the contrary, a Project Personnel may elect to voluntarily go home for the day instead of taking a second test and the results will be deemed negative, provided that any such Project Personnel may

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- not voluntarily go home more than once within a twelve month period.
- If the second BrAC test is at or below 0.02 BrAC, the results will be deemed negative and the Project Personnel may return to work if there are no other outstanding issues.
 - If the second BrAC test is above 0.020, but below 0.06, the results will be deemed positive, the Project Personnel will be sent home for the day and their site access will be revoked for at least five [5] calendar days and until such time as the Project Personnel has been evaluated by an EAP professional skilled in substance abuse and confirmed fit for duty.
 - Any Project Personnel who is deemed positive two times within two years pursuant to this Section 2 will have their site access privileges terminated and will be entitled to the limited relief set forth in Section 3 .4(c) of the Policy.
3. At or above .06 BrAC, the Project Personnel will have their site access privileges terminated, after which they will be entitled to the limited relief set forth in Section 3.4(C) of the Policy

D A S N Y

DORMITORY AUTHORITY STATE OF NEW YORK

WE FINANCE, BUILD AND DELIVER.

Construction Contract Forms

ALBANY (HEADQUARTERS): 515 Broadway, Albany, NY 12207 | 518-257-3000

BUFFALO: 539 Franklin Street, Buffalo, NY 14202 | 716-566-4400

NEW YORK CITY: 28 Liberty Street, Fl 55, New York, NY 10005 | 212-273-5000

ROCHESTER: 3495 Winton Place, Building C, Suite 1, Rochester, NY 14623 | 585-461-8400

DASNY

**WE FINANCE, DESIGN & BUILD
NEW YORK'S FUTURE.**

www.dasny.org



DORMITORY AUTHORITY - STATE OF NEW YORK
Office of Opportunity Programs

UPSTATE: 515 Broadway * Albany, NY 12207 * Phone: (518) 257-3706 Fax: (518) 257-3100

DOWNSTATE: 28 Liberty Street, Fl 55 * New York, NY * 10005 * Phone: (212) 273-5038 Fax: (212) 273-5121

SCOPE VERIFICATION FORM

This form must be submitted with the Utilization Plan for each MWBE subcontractor listed on the Utilization Plan and each Service-Disabled Veteran Owned Business (SDVOB). Failure to submit will delay acceptance of the Utilization Plan and award of the Contract.

A. PROJECT INFORMATION	
Facility:	Project No:
Contract/Bid No:	Work Authorization (if applicable):

B. PRIME CONTRACTOR	C. M/WBE SUBCONTRACTOR	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>
COMPANY:	COMPANY:		
CONTACT:	CONTACT:		
TELEPHONE:	TELEPHONE:		
E-MAIL:	E-MAIL:		

D. SDVOB SUBCONTRACTOR
COMPANY:
CONTACT:
TELEPHONE:
E-MAIL:

E. MWBE SUBCONTRACTOR SCOPE OF SERVICES

In the box below, provide a detailed scope of services to be performed by the proposed M/WBE Subcontractor listed above.

CSI Number (Must be 6 Digits)	DESCRIPTION OF WORK	CONTRACT AMOUNT



DORMITORY AUTHORITY - STATE OF NEW YORK
Office of Opportunity Programs

UPSTATE: 515 Broadway * Albany, NY 12207 * Phone: (518) 257-3706 Fax: (518) 257-3100

DOWNSTATE: 28 Liberty Street, Fl 55 * New York, NY * 10005 * Phone: (212) 273-5038 Fax: (212) 273-5121

F. SDVOB SUBCONTRACTOR SCOPE OF SERVICES

In the box below, provide a detailed scope of services to be performed by the proposed SDVOB Subcontractor listed above.

CSI Number (Must be 6 Digits)	DESCRIPTION OF WORK	CONTRACT AMOUNT

The official schedule of values for the above scope of services must be submitted along with the applicable subcontract agreement within 30 days of contract award. Failure to do so may delay future payment requisitions.

Contractor will notify and obtain written approval from DASNY for any changes in this Scope Verification Form.

Contractor and M/WBE Subcontractor certify that M/WBE Subcontractor will perform the above scope of work and will not subcontract its work, in whole or in part, to a non-M/WBE entity.

Contractor and SDVOB Subcontractor certify that SDVOB Subcontractor will perform the above scope of work and will not subcontract its work, in whole or in part, to a non-SDVOB entity.

CONTRACTOR

M/WBE SUBCONTRACTOR

 Print Name of Principal or Officer

 Print Title of Principal or Officer

 Signature of Principal or Officer

 Signature of Principal or Officer

 Date

 Date



DORMITORY AUTHORITY - STATE OF NEW YORK
Office of Opportunity Programs

UPSTATE: 515 Broadway * Albany, NY 12207 * Phone: (518) 257-3706 Fax: (518) 257-3100

DOWNSTATE: 28 Liberty Street, Fl 55 * New York, NY * 10005 * Phone: (212) 273-5038 Fax: (212) 273-5121

SDVOB SUBCONTRACTOR

Print Name of Principal or Officer

Signature of Principal or Officer

Date



FOR DEMO PURPOSES ONLY CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 Your Agent or Broker	CONTACT NAME:		
	PHONE (A/C, No. Ext):	FAX (A/C, No):	
INSURED Your Name	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	Your Insurance Company	
	INSURER B:	Your Insurance Company	
	INSURER C:	Your Insurance Company	
	INSURER D:	Your Insurance Company	
	INSURER E:	Your Insurance Company	
	INSURER F:	Your Insurance Company	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE 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 THE 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		
A	GENERAL LIABILITY	Y		XYZ-123	MM/DD/YY	MM/DD/YY	EACH OCCURRENCE	\$ 2,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000	
	<input checked="" type="checkbox"/> Include Independent Contractors						PERSONAL & ADV INJURY	\$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 4,000,000	
B	AUTOMOBILE LIABILITY			ABC-345	MM/DD/YY	MM/DD/YY	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input checked="" type="checkbox"/> ALL OWNED AUTOS						<input checked="" type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS						<input checked="" type="checkbox"/> NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/>								\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	Y		LLL-555	MM/DD/YY	MM/DD/YY	EACH OCCURRENCE	\$ As Needed	
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE	\$	
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							\$	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		WCB-678	MM/DD/YY	MM/DD/YY	WC STATUTORY LIMITS	OT-HER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	
E	Other Asbestos Liability			MCK-777	MM/DD/YY	MM/DD/YY	\$2,000,000 EACH OCCURRENCE		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

DASNY Contract No: Project No: 3635809999 CR24 Project Description & Facility: Lehman College Shepard Hall Roof Replacement & Facade Repairs
The following are Additional Insureds as respect to this project: City of New York- 1 City Hall, New York, NY 10007; City University of New York- 217 E 42nd Street, New York, NY 10017; City University Construction Fund- 217 E 42nd Street, New York, NY 10017; Construction Manager (If applicable) - Contract Specific; State of New York- One Commerce Plaza, 99 Washington Ave, Albany, NY 12231-0001; Dormitory Authority of the State of New York - 515 Broadway, Albany, NY 12207

Proof of 30 Days Notice of Cancellation in favor of the Dormitory Authority of the State of New York is required for all insurance policies.

CERTIFICATE HOLDER

CANCELLATION

Dormitory Authority- State of New York 515 Broadway Albany, New York 12207	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 Your Agent/Broker Representative

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
DASNY and all others as per the written contract	"All locations" or specific project name and address
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
DASNY and all others as per the written contract	"All locations" or specific project name and address
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".



FACILITY

PROJECT NAME

CONTRACTOR

DA#

ALBANY (HEADQUARTERS): 515 Broadway, Albany, NY 12207 | 518-257-3000

BUFFALO: 539 Franklin Street, Buffalo, NY 14202 | 716-566-4400

NEW YORK CITY: 28 Liberty Street, Fl 55, New York, NY 10005 | 212-273-5000

ROCHESTER: 3495 Winton Place, Building C, Suite 1, Rochester, NY 14623 | 585-461-8400

CONTRACT FORMS FOR CONSTRUCTION
AGREEMENT

ACKNOWLEDGEMENT OF DORMITORY AUTHORITY OFFICER EXECUTING AGREEMENT

STATE OF _____

COUNTY OF _____

On the _____ day of _____ in the year 2022, before me personally came Louis R. Cirelli, Jr., D.B.A., P.E., CMQ/OE to me known, who, being by me duly sworn, did depose and say that he resides at Schenectady, New York, that he is the Director, Procurement of Dormitory Authority, the corporation described in and which executed the above instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Notary Public

ACKNOWLEDGEMENT OF CONTRACTOR EXECUTING AGREEMENT
IF A CORPORATION

STATE OF _____

COUNTY OF _____

On the ___ day of _____ in the year 20___, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that he/she resides at:

(street, city, state, zip code)

that he/she is the _____ of _____, the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by authority of the Board of Directors of said corporation.

Notary Public

ACKNOWLEDGEMENT OF CONTRACTOR EXECUTING AGREEMENT
IF A PARTNERSHIP, LIMITED LIABILITY COMPANY OR INDIVIDUAL

STATE OF _____

COUNTY OF _____

On the ___ day of _____ in the year 20___, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

CONTRACT FORMS FOR CONSTRUCTION
AGREEMENT

Iran Divestment Certification

1. By signing this certification and by signing this Contract, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.
2. Contract means the contract between the Dormitory Authority of the State of New York (“DASNY”) and _____ (“Contractor”) for the _____ Project, DASNY Project Number _____.
3. This certification is part of the Contract and is subscribed by and affirmed by the person entering into the Contract as true under the penalties of perjury.

Contractor Name

By: _____

Print Name: _____

Title: _____

CONTRACT FORMS FOR CONSTRUCTION
AGREEMENT

SPECIFICATIONS AND DRAWINGS LISTING

Following is a list of technical Specifications and Drawings, which are a part of the Contract Documents placed for bid. Addenda issued by the Owner may not be listed but remain a part of the Contract Documents. In addition to the documents listed below, and Addenda issued by the Owner, the Contract Documents include those documents in the definition of Contract Documents in Article 1 of the General Conditions which are included in the Project manual.

DRAFT

CONTRACT FORMS FOR CONSTRUCTION
AGREEMENT

Extended Warranty Service Maintenance

D. In the event the Form of Bid includes an Alternate for an extended warranty service maintenance agreement, and the Owner's Letter of Intent accepts that Alternate, funds for said Alternate shall be encumbered upon the execution of said agreement. If the extended warranty service maintenance agreement is not signed concurrent with this Contract, the warranty service provider, by execution of this Agreement, agrees that the warranty service provider shall execute the extended warranty service agreement which is included with the Contract Documents for the amounts stated in the accepted Alternate.

List the warranty service provider associated with the bid and the annual cost of the contract.

		<u>Annual Cost</u>
Legal Name of Firm		1 st Year _____
Street Address		2 nd Year _____
City, State, Zip Code		3 rd Year _____
* Warranty Service Provider Signature	Date	4 th Year _____
Title		5 th Year _____

*If a corporation, signer must be President, Vice-President or other authorized officer.
If a Limited Liability Company (LLC), signer must be a member or manager.
If a Limited Liability Partnership (LLP), signer must be a partner.
If a Limited Partnership, signer must be an authorized partner.
If a general partnership, signer must be a partner.
If a sole proprietorship, signer must be the owner.

CONTRACT FORMS FOR CONSTRUCTION
AGREEMENT

ACKNOWLEDGEMENT OF WARRANTY SERVICE PROVIDER
IF A CORPORATION

STATE OF _____

COUNTY OF _____

On the ___ day of _____ in the year 20 ____, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that he/she resides at:

(street, city, state, zip code)

that he/she is the _____ of _____, the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by authority of the Board of Directors of said corporation.

Notary Public

ACKNOWLEDGEMENT OF WARRANTY SERVICE PROVIDER
IF A PARTNERSHIP, LIMITED LIABILITY COMPANY OR INDIVIDUAL

STATE OF _____

COUNTY OF _____

On the ___ day of _____ in the year 20 ____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

DRAFT

CONTRACT FORMS for CONSTRUCTION

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we:

_____ as Principal,
(Legal title of the Contractor)

(Street, City, State, Zip Code)

and _____ as Surety,
(Legal title of the Surety)

(Street, City, State, Zip Code)

are held and firmly bound unto the Dormitory Authority, 515 Broadway, Albany, New York 12207, as Obligee, hereinafter called the Owner, for the use and benefit of the claimants as hereinbelow defined, in the amount of:

_____ Dollars

()

WHEREAS, CONTRACTOR, has by written Agreement dated _____
entered into a Contract with the Owner for:

(Title of Project)

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

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

- A. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
- B. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this Payment Bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
- C. No suit or action shall be commenced hereunder by any claimant:

CONTRACT FORMS for CONSTRUCTION

PAYMENT BOND

1. Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to the Principal above named, within one hundred twenty (120) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal at any place where the Principal maintains an office or regularly conducts the Principal's business, or at Principal's residence or served on Principal in any manner in which legal process may be served in the State of New York.
2. Except as provided in section 220-g of the New York State Labor Law, after the expiration of one (1) year following the date on which the public improvement has been Completed and Accepted by the Owner; however, if any limitation embodied in this Payment Bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
3. Other than in a New York State court of competent jurisdiction in and for the county in which the Contract, or any part thereof, was to be performed, or in the United States District Court for the district in which the Contract, or any part thereof, was to be performed, and not elsewhere.

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

E. The amount of this Payment Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

Signed this _____ day of _____ 20____

IN THE PRESENCE OF:

(Principal)

(Surety)

(Signature)

(Signature)

(Title)

(Title)

(Street Address)

(Street Address)

(City, State, Zip Code)

(City, State, Zip Code)

(Phone Number & FAX Number)

(Phone Number & FAX Number)

(Email Address)

(Email Address)

CONTRACT FORMS for CONSTRUCTION

PAYMENT BOND

ACKNOWLEDGEMENT OF CONTRACTOR EXECUTING PAYMENT BOND
IF A CORPORATION

STATE OF _____

COUNTY OF _____

On the ___ day of _____ in the year 20___, before me personally came _____,
to me known, who, being by me duly sworn, did depose and say that he/she resides at:

_____ (street, city, state, zip code)

that he/she is the _____ of _____, the
corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by
authority of the Board of Directors of said corporation.

Notary Public

ACKNOWLEDGEMENT OF CONTRACTOR EXECUTING PAYMENT BOND
IF A PARTNERSHIP, LIMITED LIABILITY COMPANY OR INDIVIDUAL

STATE OF _____

COUNTY OF _____

On the ___ day of _____ in the year 20___, before me, the undersigned, a Notary Public in and for said
State, personally appeared _____, personally known or proved to me
on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument
and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their
signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed
the instrument.

Notary Public

ACKNOWLEDGEMENT OF SURETY

STATE OF _____

COUNTY OF _____

On the ___ day of _____ in the year 20___, before me personally came _____,
to me known, who, being by me duly sworn, did depose and say that he/she resides at:

_____ (street, city, state, zip code)

that he/she is the _____ of _____, the
corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by
authority of the Board of Directors of said corporation.

Notary Public

DRAFT

CONTRACT FORMS for CONSTRUCTION

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we:

_____ as
Principal,
(Legal title of the Contractor)

(Street, City, State, Zip Code)

and _____ as Surety,
(Legal title of the Surety)

(Street, City, State, Zip Code)

are held and firmly bound unto the Dormitory Authority, 515 Broadway, Albany, New York 12207, as Obligee, hereinafter called the Owner, in the amount of:

_____ Dollars
(Written Dollar Amount)

_____ ()
(Figure Dollar Amount)

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, CONTRACTOR, has by written agreement dated _____

entered into a Contract with the Owner for:

(Title of Project)

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

- A. If the Contractor well and fully performs the Contract, the Surety and the Contractor shall have no obligation under this Performance Bond, except to participate in conferences as provided in paragraph B1.
- B. If there is no Owner Default, the Surety's obligation under this Performance Bond shall arise after:
 - 1. The Owner has notified the Contractor and Surety that the Owner is considering declaring a Contractor Default; and
 - 2. The Owner has declared a Contractor Default.

CONTRACT FORMS for CONSTRUCTION

PERFORMANCE BOND

- C. When the Owner has satisfied the conditions of paragraph B, the Surety shall, at the Owner's option, and at the Surety's expense take one the following actions within twenty (20) days after written notice is sent by the Owner to the Surety declaring a Contractor Default:
1. Arrange for the Contractor, with consent of the Owner, to perform and complete the Contract.
 2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors.
 3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Payment Bond and Performance Bond issued on the Contract, with a contract price between the Owner and contractor equal to the Balance of the Contract Price, and pay to the Owner the amount of damages as described in paragraph E in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor Default.
 4. Tender to the Owner the amount of this Performance Bond.
- D. If the Surety does not proceed within the time prescribed in paragraph C , the Surety shall be deemed to be in default on this Performance Bond, and the Owner shall be entitled to enforce any remedy available to the Owner.
- E. After the Owner has declared a Contractor Default, and when the Surety acts under paragraph C1, C2, or C3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Contract. When the Surety acts under paragraph C1, C2 or C3 above, the Owner will agree to pay the Balance of the Contract Price to the Surety in accordance with and subject to the terms of the Contract or to a contractor selected to perform and complete the Contract in accordance with and subject to the terms of the contract between the Owner and contractor. When the Surety acts under paragraph C1 or C2 above, the Surety's obligation to perform and complete the Contract is not limited by the amount of this Performance Bond and the Balance of the Contract Price. When the Surety acts under paragraph C1, C2 or C3 above or fails to act under paragraph C, the Surety, in addition to its other obligations, is obligated without duplication for:
1. Additional legal, Design Professional, Consultant and delay costs resulting from the Contractor Default, or resulting from the actions or failure to act of the Surety under paragraph C.
 2. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages for loss of beneficial use of the Work caused by delayed performance or non-performance of the Contractor.
- F. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Performance Bond to any person or entity other than the Owner or its successors or assigns.
- G. This Performance Bond and the Surety's obligations shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or to the Contract or the Work to be performed thereunder, or by the payment thereunder before the time required therein, or by any waiver of any provision or condition precedent or subsequent thereof, or by settlement or compromise of any claim or dispute related there to, or by assignment, subcontract or other transfer of the Work or any part thereof, or of any monies due or to become due thereunder; and the Surety hereby waives notice of any

CONTRACT FORMS for CONSTRUCTION

PERFORMANCE BOND

and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers.

- H. Any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to the Surety as though done or omitted to be done by or in relation to the Principal.
- I. The obligations of the Surety under this Performance Bond shall be in no way impaired or affected by any winding up, insolvency, bankruptcy, or reorganization of the Principal or by any other rearrangement of the Principal for the benefit of creditors.
- J. The Owner's acceptance of this Performance Bond shall in no way, for any purpose, limit or be claimed to limit the liability of the Principal under the Contract, but such liability shall remain in all respects to the same extent as is provided for in the Contract.
- K. Notice to the Surety and the Contractor shall be mailed or delivered to the address shown on the signature page. Notice to the Owner shall be mailed or delivered to the address shown in the preamble.
- L. Definitions:
 - 1. **Balance of the Contract Price** - The total amount payable by the Owner to the Contractor under the Contract after all proper adjustments (increases and reductions) allowed by the Contract have been made, including, but not limited to, allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Contract.
 - 2. **Contract** - The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents as defined in the General Conditions of the Contract and all changes, modifications, amendments, additions, and alterations thereto after the date of this Performance Bond.
 - 3. **Contractor Default** - Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
 - 4. **Owner Default** - Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Contract or to perform and complete or comply with the other material terms thereof.
- M. The penal sum of this Performance Bond is in addition to any other bond furnished by the Contractor and in no way shall be impaired or affected by any other bond.

CONTRACT FORMS for CONSTRUCTION

PERFORMANCE BOND

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

Signed as of this ___ day of _____ 20__

IN THE PRESENCE OF:

(Principal)

(Surety)

(Signature)

(Signature)

(Title)

(Title)

(Address)

(Address)

(City, State, Zip Code)

(City, State, Zip Code)

(Phone Number & FAX Number)

(Phone Number & FAX Number)

(Email Address)

(Email Address)

ACKNOWLEDGEMENT OF CONTRACTOR EXECUTING PERFORMANCE BOND
IF A CORPORATION

STATE OF _____

COUNTY OF _____

On the ___ day of _____ in the year 20___, before me personally came _____,
to me known, who, being by me duly sworn, did depose and say that he/she resides at:

_____ (street, city, state, zip code)

that he/she is the _____ of _____, the
corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by
authority of the Board of Directors of said corporation.

Notary Public

ACKNOWLEDGEMENT OF CONTRACTOR EXECUTING PERFORMANCE BOND
IF A PARTNERSHIP, LIMITED LIABILITY COMPANY OR INDIVIDUAL

STATE OF _____

COUNTY OF _____

On the ___ day of _____ in the year 20___, before me, the undersigned, a Notary Public in and for said
State, personally appeared _____, personally known or proved to me
on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument
and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their
signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed
the instrument.

Notary Public

ACKNOWLEDGEMENT OF SURETY

STATE OF _____

COUNTY OF _____

On the ___ day of _____ in the year 20___, before me personally came _____,
to me known, who, being by me duly sworn, did depose and say that he/she resides at:

_____ (street, city, state, zip code)

that he/she is the _____ of _____, the
corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by
authority of the Board of Directors of said corporation.

Notary Public

D A S N Y

DORMITORY AUTHORITY STATE OF NEW YORK

WE FINANCE, BUILD AND DELIVER.

Construction General Conditions

ALBANY (HEADQUARTERS): 515 Broadway, Albany, NY 12207 | 518-257-3000

BUFFALO: 539 Franklin Street, Buffalo, NY 14202 | 716-566-4400

NEW YORK CITY: 28 Liberty Street, Fl 55, New York, NY 10005 | 212-273-5000

ROCHESTER: 3495 Winton Place, Building C, Suite 1, Rochester, NY 14623 | 585-461-8400

DASNY

**WE FINANCE, DESIGN & BUILD
NEW YORK'S FUTURE.**

www.dasny.org

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ARTICLE 1 -- DEFINITIONS

Section 1.01 - Definitions

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

Addendum or Addenda – Additional provisions of the Contract Documents issued in writing prior to the receipt of bids.

Alternate – Scope(s) of Work stated in the Contract documents to be added or deducted from the Contractor's base bid amount for alternate labor, materials and/or methods of construction.

Allowance – A sum of money set aside in the Agreement and included in the Contractor's lump sum base bid for a scope of work which has been specified in the Allowance section of the General Requirements. Reimbursement for Allowance work shall be as per General Conditions Article 7 – Changes in the Work.

Application for Payment – A Contractor's written billing request, on a form:

- A. prepared by the Owner from the Schedule of Values approved by the Owner;
- B. completed by the Contractor;
- C. adjusted by the Owner; and
- D. signed by the Contractor,

requesting partial or full payment for partial or full performance of the Contract.

Beneficial Occupancy – The stage in the performance of the Work prior to Substantial Completion when a designated portion of the Work is sufficiently complete in accordance with the Contract Documents so the Owner or Client can occupy or utilize such portion of the Work for its intended use, evidenced by the Notice of Beneficial Occupancy executed by the Owner following approval from the Authority Having Jurisdiction. Beneficial Occupancy may or may not allow for completion of outstanding punchlist items, as required by the Contract Documents. Notice of Beneficial Occupancy requires that the designation portion of Beneficial Occupancy Work function in a safe, reliable and warrantable manner.

Change Order – Written notice, in a standard Owner's form, to the Contractor, signed by the Contractor and executed by the Owner, changing the Contract Documents in accordance with General Conditions Article 7 - Changes in the Work, or a Forced Change Order.

Claim - A demand by the Contractor seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, an extension of time, or other relief with respect to the terms of the Contract. The term Claim also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract.

Client - The entity for whom the Dormitory Authority is performing services, including subsidiaries, agents, related corporations, or fiduciaries of the entity.

Construction Manager - A natural person, partnership, limited liability company, corporation, or other legal entity regularly engaged in management of construction projects, and so designated by the Owner.

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Consultant - A natural person, partnership, limited liability company, corporation, or other legal entity providing architectural, engineering, construction management, testing, inspection, commissioning, or other professional services, and so designated by the Owner.

Contract - The agreement between the Owner and the Contractor consisting of the Contract Documents.

Contract Amendment – A written instrument, signed by an authorized officer of the Dormitory Authority and an authorized officer of Contractor, amending, modifying, changing, or supplementing the Contract.

Contract Completion and Acceptance - The stage in the performance of the Work when all Work required to be performed by the Contract, including but not limited to submission of all documentation required for final payment, except any Work that may be required in the future with respect to:

- A. any warranty or guarantee in the Contract Documents;
- B. General Conditions Article 6 – Subcontracts, Sections 6.01 E through I;
- C. General Conditions Article 14 - Protection of Persons and Property; or
- D. General Conditions Article 15 – Insurance and Bonds,

is complete in accordance with the Contract Documents, evidenced by the Notice of Contract Completion and Acceptance executed by the Owner. Contract Completion and Acceptance follows or may be concurrent with Physical Completion.

Contract Documents - The Notice to Bidders, Information for Bidders, Form of Bid, Agreement, Payment Bond, Performance Bond, General Conditions, General Requirements, Drawings, Specifications, Addenda, Change Orders, Contract Amendments, and all provisions of law deemed to be included in the Contract.

Contractor - A natural person, partnership, limited liability company, corporation, or other legal entity with whom the Owner enters into the Contract to perform the Work.

Design Professional - A natural person, partnership, limited liability company, corporation, or other legal entity providing architectural or engineering professional services, and so designated by the Owner.

Disputed Work Directive - Written directive, in a standard Owner's form, from and executed by the Owner to the Contractor directing the Contractor to proceed with the Work described in the Disputed Work Directive in accordance with General Conditions Article 10 – Claims and Disputes.

Dormitory Authority - Dormitory Authority of the State of New York, a public benefit corporation established by the laws of the State of New York with its principal office located at 515 Broadway, Albany, New York, 12207-2964.

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

Facility – the operating unit of the Client where the Site is located.

False Claim – Any Claim which is, either in whole or part, false or fraudulent.

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False Representation – This action takes place when a person has knowledge of the value of the work and materials supplied, performed, or proposed (the “Information”) constituting the Claim, Change Order, or Application for Payment and either:

- A. acts in deliberate ignorance of the truth or falsity of the Information or
- B. acts in reckless disregard of the truth or falsity of the Information.

Forced Change Order –Written notice, in a standard Owner’s form, to the Contractor, without the Contractor’s signature and executed by the Owner, changing the Contract Documents in accordance with General Conditions Article 7 – Changes in the Work.

Furnish - To deliver to the Site ready for installation.

Hazardous Material – any substance (gas, liquid, or solid) or agent (biological, chemical, radiological, physical, or having two or more of the preceding characteristics) which has the potential to cause harm to humans, animals, or the environment, either by itself or through interaction with other factors, including but not limited to heavy metals, volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), pesticides, herbicides, dioxins, biological wastes, carcinogens, asbestos or any substance containing asbestos, polychlorinated biphenyls, lead, urea formaldehyde, explosives, radionuclides, radioactive materials, chemicals known or suspected to cause cancer or reproductive toxicity, pollutants, effluents, contaminants, emissions, infectious wastes, any petroleum or petroleum-derived waste or product or related materials, and any item defined as a hazardous, special, or toxic material, substance, or waste under any Hazardous Material Law, including, but not limited to, the NYS Environmental Conservation Law and Title 6 of the New York Code of Rules and Regulations.

Hazardous Material Laws – collectively, any present federal, state or local law, including all valid amendments, relating to public health, safety, or the environment, including without limitation, the Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. §6901 et seq.; the Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”), 42 U.S.C. §9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986 (“SARA”); the Clean Air Act, 42 U.S.C. §7401 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq.; the Clean Water Act, 33 U.S.C. §1215 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §136 et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. §11001 et seq.; the Occupational Safety and Health Act of 1970, 29 U.S.C. §651 et seq.; the Atomic Energy Act, 42 U.S.C. §2201 et seq.; the NYS Environmental Conservation Law; the NYS Labor Law; the NYS Public Health Law; and the amendments, regulations, orders, decrees, permits, licenses or deed restrictions now or hereafter enacted or promulgated under any such statute.

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

Letter of Intent - Written notice, signed by the Owner, to the Contractor, which accepts the Contractor’s Form of Bid and transmits the Agreement, Payment Bond, Performance Bond, and other documents to the Contractor for execution. The Letter of Intent is not the formal notice to begin the physical Work of the Contract.

Means and Methods of Construction - Labor, materials, temporary structures, tools, plant, and construction equipment, and the manner and time of their use, necessary to accomplish the result intended by the Contract Documents.

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Notice of Beneficial Occupancy – Written notice, in a standard Owner’s form, to the Contractor, executed by the Owner and delivered to the Contractor prior to Substantial Completion, that certain Work of the Contract Documents, identified in such Notice of Beneficial Occupancy, satisfies the criteria for Beneficial Occupancy and will be occupied or utilized by the Owner or Client.

Notice of Contract Completion and Acceptance – Written notice, in a standard Owner’s form, to the Contractor, executed by the Owner, that the Work required to be performed by the Contract Documents, except any Work required by any warranty or guarantee in the Contract Documents, satisfies the criteria for Contract Completion and Acceptance.

Notice of Physical Completion - Written notice, in a standard Owner’s form, to the Contractor, executed by the Owner, that the Work of the Contract Documents satisfies the criteria for Physical Completion.

Notice of Substantial Completion - Written notice, in a standard Owner’s form, to the Contractor, executed by the Owner, that the Work of the Contract Documents satisfies the criteria for Substantial Completion and constitutes the start of the guarantee period.

Notice to Proceed –

- A. Written notice, signed by the Owner, to the Contractor, that acknowledges receipt by the Owner of the signed Agreement, Payment Bond, and Performance Bond from the Contractor and directs the Contractor to start performance of the Work; or
- B. Written notice, in a standard Owner’s form, to the Contractor, executed by the Owner, directing the Contractor to proceed with the change in the Work described therein in accordance with General Conditions Article 7 – Changes in the Work. A Notice to Proceed cannot change the Contract amount or the date to achieve Substantial Completion. A Notice to Proceed can change only the General Requirements, the Drawings, or the Specifications.

NYS – New York State

Other Contractor(s) – The one or more natural persons, partnerships, limited liability companies, corporations, or other legal entities who have entered into a contract with the Owner to perform work (including services) at or near the Site, identified in the Contract Documents or in writing by the Owner, including, but not limited to, contractors, Construction Managers, Consultants, and Design Professionals. Other Contractors does not include the Contractor.

Owner - Dormitory Authority of the State of New York.

Owner's Representative - A natural person, partnership, limited liability company, corporation, or other legal entity so designated by the Owner to act on behalf of the Owner. See General Conditions Section 2.03 for limitations and further provisions on the Owner’s Representative.

Physical Completion – The stage in the performance of the Work when all Work to be performed at the Site, except any Work that may be required in the future by any warranty or guarantee in the Contract Documents, is complete in accordance with the Contract Documents, evidenced by the Notice of Physical Completion executed by the Owner. Physical Completion precedes or may be concurrent with Completion and Acceptance. Physical Completion requires that all punchlist work be completed by the Contractor such that the Contractor no longer is required to perform Work at the site. All insurances must remain in effect

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until the Contractor achieves Physical Completion and the Contractor is required to submit certified payrolls through the date of Notice of Physical Completion.

Project - The work at or near the Site(s) carried out pursuant to the Contract and one or more other contracts.

Project Management Program – The software program used by the Owner to manage, monitor, and oversee performance of the Contract.

Provide - To Furnish and Install the Work complete in place and ready for its intended use.

Resume Work Order or Directive – Written notice, signed by the Owner, to the Contractor, to recommence or continue Work of the Contract Documents.

Schedule of Values – a form provided by the Owner, completed by the Contractor, and submitted to the Owner for review and written approval; the completed, approved form establishes a minimum level of allocation of the Contract amount among the items of Work to formulate the Contractor's billing requests.

Site - The area(s) within the Contract limit, as indicated by the Contract Documents.

Stop or Suspend Work Order or Directive- Written notice, signed by the Owner, to the Contractor, to cease or hold Work of the Contract Documents.

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

Subcontractor - A natural person, partnership, limited liability company, corporation, or other legal entity under contract with the Contractor, or under contract with any Subcontractor, to perform any portion of the Work, or to provide any labor, material, equipment, or service at the Site.

Substantial Completion – The stage in the performance of the Work when all Work is sufficiently complete in accordance with the Contract Documents so the Owner or Client can occupy or utilize the Work for its intended use, evidenced only by the Notice of Substantial Completion executed by the Owner. Issuance of a temporary certificate of occupancy or a temporary approval for occupancy does not establish Substantial Completion. Work at the site (Physical Completion), and Work required by the Contract (Completion and Acceptance) may still be required.

Unit Price – The price for one measured unit (i.e. cu. ft., sq. foot etc.) of completed Work activity. Each Unit Price includes all labor, material, equipment, overhead, and profit attributable to that scope of Work. Unit Prices shall be based upon estimated quantities specified in the Unit Prices section of the General Requirements and as listed on the Form of Bid and will be paid based upon actual quantities of Work performed as verified by the Owner.

Unmanned Aircraft System (UAS or DRONES)- An aircraft and its associated elements (including communication links and the components that control the unmanned aircraft) operated without the possibility of direct human intervention from within or on the aircraft.

Work - All obligations explicitly and implicitly imposed upon the Contractor by the Contract Documents.

ARTICLE 2 -- CONTRACT DOCUMENTS

Section 2.01 - Captions

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

Section 2.02 – Electronic Data Transfer

- A. Electronic data includes, but is not limited to, all digital versions of any Contract Document, all digital files produced by mechanical, facsimile, electronic, magnetic, digital or other programs, programming notes or instructions, activity listings of electronic mail receipts or transmittals, output resulting from the use of any software program, including but not limited to, word processing documents, spreadsheets, database files, charts, graphs, drawings, specifications, outlines, electronic mail, personal digital assistant messages, instant messenger messages, PDF files, PRF files, batch files, ASCII files, DWG files and any other type of files now or hereafter allowed by Owner.
- B. The Owner reserves the right to implement an electronic payment program for payments due the Contractor. Prior to implementation, the Owner, in writing, shall notify the Contractor one hundred twenty (120) calendar days prior to the effective date of the electronic payment program. Commencing on or after the electronic payment effective date, all payments, due the Contractor, shall only be rendered electronically, unless payment by paper check is authorized in writing by the Owner. Commencing on or after the electronic payment effective date, the Contractor, further acknowledges and agrees that the Owner may withhold payments, if the Contractor has not complied with the Owner's policies and procedures relating to the electronic payment program in effect at such time, unless payment by paper check is authorized in writing by the Owner.
- C. Electronic data produced in connection with the Contract is proprietary information of the Owner and to be treated as confidential and not to be disclosed to or shared with others outside the limits of the Contract without the express written consent of the Owner. The Owner makes no warranty, express or implied, as to the accuracy of the information transferred.
- D. The Contractor shall pay, on behalf of the Owner, any loss which the Owner becomes legally liable to pay as a result of a claim by any person or entity against the Contractor or Owner, which results directly from an act, error, or omission of the Contractor in the provision of electronic data in respect to the Contract.

Section 2.03 - Owner

- A. The Contract constitutes the entire agreement and understanding between the Contractor and the Owner with respect to the Project and supersedes all prior agreements, arrangements and understandings, and all trade custom and trade usage, and the construction of any provision of the Contract shall not be affected by the wording of any other agreement, whether between the Contractor and the Owner or involving other parties. The Contract may not be amended, modified, supplemented, or changed in any way except in accordance with General Conditions Article 7 – Changes in the Work or a Contract Amendment. The legal relationship between the Owner and the Contractor shall be governed solely by the Contract and no rights shall arise on any other basis, including but not limited to, oral agreement, partial performance, estoppel, conduct of the parties, course of conduct or any other course of dealing

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involving the Project or any other project. The meaning and intent of the Contract Documents shall be interpreted solely by the Owner.

- B. The Owner shall give all orders and directions contemplated under the Contract relative to the execution of the Work. The Owner shall determine the amount, quality, and acceptability of the Work and shall decide all questions which may arise in relation to said Work. The Owner's estimates and decisions shall be final except as otherwise expressly provided herein.
- C. The Owner may, at its sole and exclusive discretion, waive certain provisions of the Contract Documents. Such waiver shall only be done by written instrument signed by a duly authorized officer of the Owner, and any such waiver shall apply solely in accordance with its terms and shall not act as a waiver of any provision of the Contract Documents, or estoppel against the enforcement thereof, in connection with any subsequent or separate event involving the Project or other projects.
- D. Any differences or conflicts concerning performance which may arise between the Contractor and Other Contractors performing work for the Owner shall be analyzed and resolved by the Owner as warranted by the circumstances. The Owner's exercise of discretion in this regard shall be sole and exclusive and its decision concerning such differences and conflicts shall be final and binding.
- E. The Owner may act through an Owner's Representative designated as such in writing by the Owner. Unless otherwise designated by the Owner, the Owner's Representative is the Owner's employee assigned to the Project as the project manager. Unless otherwise stated in writing by the Owner, the Owner's Representative is not an authorized officer of the Owner, does not have authority to approve a Labor Rate Worksheet on behalf of the Owner, does not have authority to waive the requirement for a narrative and fragnet schedule of General Conditions Section 7.01 C. 4, does not have authority to waive any provision of the Contract Documents and does not act for the Owner for General Conditions Article 15 – Insurance and Bonds. Unless otherwise stated in writing by the Owner and notwithstanding the other provisions of this paragraph, the Owner's Representative does have authority to issue a direction to attend a meeting in accordance with General Conditions Section 4.04, a Notice to Proceed in accordance with General Conditions Section 7.01 and a Disputed Work Directive in accordance with General Conditions Section 10.01. The Owner may change the Owner's Representative and the scope of her, his or its duties by written notice to the Contractor in accordance with General Conditions Section 2.04. The Owner's Representative's signature by itself on a Change Order is not execution of a Change Order by the Owner. See General Conditions Section 7.01 A. 5 for the requirements for execution of a Change Order by Owner.

Section 2.04 - Notice and Service Thereof

- A. Any notice to the Contractor from the Owner relative to any part of the Contract shall be in writing and service considered complete when said notice is sent or delivered in person to the Contractor or its authorized representative, at the street address, postal address or email address given by the Contractor in the Form of Bid. The Contractor may change any of these addresses by written notice to the Owner's Procurement Unit, 515 Broadway, Albany, New York 12207 - 2964; such change shall not be effective until Contractor receives from the Owner's Procurement Unit a written acknowledgement that the change has been received.
- B. Any notice from the Contractor to the Owner required by any part of the Contract shall be in writing and shall be sent or delivered to the Owner's Representative at the street address, postal address or email address for the Owner's Representative given in the Notice to Bidders. The Owner may change the Owner's Representative or any of these addresses by written notice to the Contractor. If any part of the Contract shall require the Contractor to provide notice to any other employee or unit of the

GENERAL CONDITIONS

Owner, the notice to such employee or unit is in addition to, and does not replace, the notice to the Owner's Representative. Notice to the Owner may be delivered by certified mail, overnight delivery by a nationally recognized courier or, if an email address is provided, email. The Owner's Representative will endeavor to provide a written acknowledgment of receipt of the notice but any failure to provide such written acknowledgment shall not be a breach of the Contract, shall not in any way alter the Contractor's obligation to provide timely notice and shall not in any way alter any of the other obligations of the Contractor under the Contract.

- C. For all notices from the Contractor to the Owner required by any part of the Contract, the Contractor shall have the burden of proving the Owner's receipt of the notice.

Section 2.05 - Nomenclature

Materials, equipment, or other Work not defined or specified in the Contract but described in words that have a generally accepted technical or trade meaning shall be interpreted as having said meaning in connection with the Contract.

Section 2.06 - Invalid Provisions

If any term or provision of the Contract Documents or the application thereof to any natural person, partnership, limited liability company, corporation or other legal entity or circumstance shall, to any extent, be determined to be invalid or unenforceable, the remainder of the Contract Documents, or the application of such terms or provisions to natural persons, partnerships, limited liability companies, corporations or other legal entities or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term or provision of the Contract Documents shall be valid and be enforced to the fullest extent permitted by law. It is the intent of the Owner and the Contractor that all provisions of the Contract shall be construed to be valid under applicable law and shall be enforced to the maximum extent possible.

Section 2.07 – Interpretation of Contract Documents

- A. Should any provision in the Contract Documents be in conflict or inconsistent with the General Conditions or supplements thereto, the General Conditions or supplements thereto shall govern.
- B. Figured dimensions shall take precedence over scaled dimensions. Larger scale Drawings shall take precedence over smaller scale Drawings. Latest Addenda shall take precedence over previous Addenda and earlier dated Drawings and Specifications.
- C. Should a conflict occur in or between or among any parts of the Contract Documents that are entitled to equal preference, the better quality or greater quantity of material or more onerous provision in the Owner's judgment shall govern, regardless of cost, unless the Owner directs otherwise in writing. In each conflict, the Owner, in its sole and exclusive discretion, shall determine whether the quality, quantity or onerous provision method will be used to resolve the conflict.
- D. Drawings and Specifications are complementary. Anything shown on the Drawings and not mentioned in the Specifications, or mentioned in the Specifications and not shown on the Drawings, shall have the same effect as if shown or mentioned in both.
- E. The term "materials" includes "supplies".

GENERAL CONDITIONS

- F. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural number and vice versa.

Section 2.08 - Copies of Contract Documents

The Owner may furnish to the Contractor up to three (3) paper copies and one electronic (PDF) copy of the Contract Documents without charge. Additional sets may be furnished at the costs of reproduction and mailing.

ARTICLE 3 -- SITE CONDITIONS

Section 3.01 - Subsurface or Site Conditions Found Different

- A. The Contractor acknowledges that the Contract amount set forth in its bid includes such provisions which the Contractor deems sufficient for all subsurface or site conditions the Contractor could reasonably anticipate encountering as indicated in the Contract Documents, or borings, reports, rock cores, foundation investigation reports, topographical maps, or other information available to the Contractor or from the Contractor's inspection and examination of the Site prior to submission of bids.
- B. The Owner assumes no responsibility for the correctness of any boring or other subsurface information and makes no representation whatsoever regarding subsurface conditions and test borings, reports, rock cores, foundation investigation and topographical maps which may be made available to the Contractor.
- C. Should the Contractor encounter subsurface or site conditions at the Site materially differing from those shown on or described in or indicated in the Contract Documents, the Contractor shall immediately give written notice to the Owner of such conditions and shall not disturb said conditions until authorized to do so by the Owner in writing.
- D. Subsurface or site conditions found materially differing from those that could have been reasonably anticipated may be cause for change to the Contract amount and time of completion. This determination will be made at the sole and exclusive discretion of the Owner.

Section 3.02 - Verifying Dimensions and Conditions

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

GENERAL CONDITIONS

E. The Contractor shall be responsible for the proper fitting of the Work in place.

Section 3.03 - Surveys

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

ARTICLE 4 -- CONTRACTOR

Section 4.01 - Representations of Contractor

The Contractor represents and warrants:

- A. That it is financially solvent and is experienced in and competent to perform the Work, and has the staff, workers, equipment, subcontractors, and suppliers to complete the Work within the time specified for the Contract amount.
- B. That it is familiar with all federal, state, and local laws, codes, ordinances, orders, rules, and regulations which may affect the Work, the Contractor, or the Project.
- C. That all temporary and permanent Work required by the Contract Documents can be satisfactorily constructed, and that said construction will not injure any person or damage any property.
- D. That it has carefully examined the Contract Documents and the Site, and from the Contractor's own investigations is satisfied as to the nature and materials likely to be encountered, the character of equipment and other facilities needed for the performance of the Work, the general and local conditions, and all other materials or items which may affect the Work.
- E. That it is satisfied that the Work can be performed and completed as required in the Contract Documents, and warrants that it has not been influenced by any oral statement or promise of the Owner or the Design Professional.
- F. That to the best of Contractor's knowledge, there are no pending or threatened suits, proceedings, judgments, rulings, or orders by or before any court or any governmental agency or arbitrator that could reasonably be expected to affect materially and adversely:
 - 1. the financial condition or operations of the Contractor;
 - 2. the ability of the Contractor to perform its obligations hereunder; or
 - 3. the legality, validity, or enforceability of this Contract.
- G. That Contractor is a duly organized and validly existing entity of the type described in the recital clauses of the Agreement and is in good standing under the laws of the jurisdiction of its formation; it has the legal right, power, and authority and is qualified to conduct its business and to execute and deliver this Contract and perform its obligations under this Contract; and all regulatory authorizations have been obtained and will be maintained, as necessary, for it to perform legally its obligations under this Contract.
- H. That executing and performing this Contract are within Contractor's powers; that executing and performing this Contract has been duly authorized by all necessary action on the Contractor's part; and

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that such actions do not and will not violate any provision of law or any rule, regulation, order, writ, judgment, decree, or other determination presently in effect applicable to Contractor or its governing documents.

- I. That this Contract constitutes the Contractor's legal, valid, and binding obligation, enforceable against it in accordance with this Contract's terms, subject to applicable bankruptcy, insolvency, reorganization, and other laws affecting creditors' rights generally, and general equitable principles, to the discretion of the court before which proceedings to obtain the same may be pending.
- J. That Contractor is in good standing with any union with craft labor on the Site for part or all the Work of this Contract or the work of the Project.
- K. That Contractor is experienced in the methods of design, engineering, installation, management, and construction contemplated for the Work of this Contract and for contracts of this nature, scope magnitude and quality and that the Contractor understands the complexity involved in this type of Contract and the necessity to coordinate its Work with appropriate governmental agencies, the Owner, and the Other Contractors.
- L. That Contractor is fully informed as to all existing conditions and limitations, including local workforce/labor working arrangements and the continuous, regular, and uninterrupted operations of the Facility.
- M. That Contractor has had the opportunity to consult with or has consulted with legal counsel of its choice before entering into this Contract.
- N. That any breach of any of the representations and warranties of this General Conditions Section 4.01, any failure of the Contractor to familiarize itself with the Contract Documents, the Facility, the Site or the Project or any lack of knowledge on the part of the Contractor of any existing or foreseeable condition or conditions at the Site reasonably inferred from the Contract Documents which create difficulties or hindrances in the execution of the Work shall constitute a conclusive and binding determination by the Contractor that resolving any adverse impact of such breach, failure or lack of knowledge does not constitute Extra Work and a waiver by the Contractor of all Claims for additional compensation or damages or time to achieve Substantial Completion as a result of the breach, failure or lack of knowledge.

Section 4.02 - Errors or Discrepancies

The Contractor shall examine the Contract Documents thoroughly before commencing the Work and report any errors or discrepancies to the Owner, in writing, within fifteen (15) calendar days of discovery. The Owner shall not be responsible for costs, damages or delays due to the Contractor's failure to comply with the requirements of this General Conditions Section 4.02.

Section 4.03 - Coordinated Composite Drawings

- A. The Contractor shall prepare coordinated composite drawings clearly showing how the Work of the Contractor is to be performed in relation to the work of Other Contractors, prepare scaled drawings and sections in the same digital software program, version, and operating system as the original Contract Drawings or in an operating system approved by the Owner.
- B. If, and only if, required by the Information for Bidders for the Contract, the Contractor shall run a conflicts and coordination check utilizing the Project Drawings within a three-dimensional software

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program of the Contractor's choice to limit the number of physical conflicts that may occur during construction. Failure to run such a conflicts and coordination check or to resolve conflicts and coordination issues identified as a result of such a check prior to the initiation of the Work on Site shall constitute a:

1. conclusive and binding determination by the Contractor that resolution of the conflicts does not involve Extra Work; and
2. waiver by the Contractor of all Claims for additional compensation, damages, or time to achieve Substantial Completion as a result of the existence of physical conflicts.

Section 4.04 - Meetings

The Contractor shall attend all meetings required by the Contract Documents and all meetings when directed to attend by the Owner. The Contractor shall be represented at all meetings by the on-Site superintendent described in General Conditions Section 4.05 A who shall attend the meetings in person unless the Owner in writing prior to the meeting directs otherwise. If the Owner directs, the Contractor shall be represented either by the project management personnel of General Conditions 4.05 B or by an authorized officer of Contractor; in each case, the project management personnel or the authorized officer shall attend the meetings in person. The Owner, in its sole and exclusive discretion, shall determine the time, date, location, and purpose of the meeting. The purpose of a meeting includes, but is not limited to, Project progress, submittal status, Change Orders, site logistics, coordination, inspections, testing, safety reviews, or anything which the Owner determines is useful for administration or performance of the Contract or the Project.

Section 4.05 - Supervision by Contractor

- A. The Contractor shall provide full-time competent supervision for the duration of the Contract. During the course of on-Site Work, the Contractor shall provide a full-time on-Site superintendent who shall have full authority to act for the Contractor at all times. The superintendent shall read, write, and speak English fluently, as well as communicate with the Contractor's workers and the workers of all Subcontractors.
- B. The Contractor shall also provide competent project management personnel in addition and superior to the full-time on-Site superintendent who shall also have full authority to act for the Contractor at all times except such project management personnel cannot modify or rescind any action of the full-time on-Site superintendent directed to the Owner without the Owner's written consent.
- C. If at any time the supervisory staff is not satisfactory to the Owner, the Contractor shall, if directed in writing by the Owner, immediately replace such supervisory staff with other staff satisfactory to the Owner at no additional cost to the Owner.
- D. The Contractor shall remove from the Work any employee of the Contractor or of any Subcontractor when so directed in writing by the Owner.

Section 4.06 – Project Scheduling

- A. The Contractor shall provide a project scheduler, experienced in critical path method (CPM) scheduling. The scheduler's experience and credentials shall be submitted in writing to the Owner for review and acceptance prior to proceeding with scheduling of the Work. The Owner may withdraw its acceptance of the project scheduler at any time thereafter for failure to perform in accordance with the Contract. The Contractor shall provide a replacement scheduler and submit the replacement's

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experience and credentials in writing to the Owner for review and acceptance as soon as possible. The replacement scheduler shall be at no additional cost to the Owner.

- B. Using the software required by the Owner, the Contractor shall prepare, maintain, and revise the Project CPM schedule to plan and monitor the progress of all Project operations, in accordance with the Contract Documents. See the General Requirements for further details.
- C. Construction activities shall be interrelated on a single Project CPM schedule that represents the entire Project, including the entire Contract duration from Notice to Proceed to Substantial Completion and through Contract Completion and Acceptance. The Contractor shall utilize the critical path method of network calculation to generate the Project CPM schedule and shall utilize the time-scaled precedence diagram method to show the Project CPM Schedule. The Project CPM Schedule shall utilize calendar days for the time scale. The Contractor shall ensure all logic constraints are identified between the Work of the Contract, the work of Other Contractors and Owner's work prior to approval of the Project CPM schedule. See the General Requirements for further details.
- D. The Owner may reject any proposed Project CPM schedule, any proposed updated Project CPM schedule or any proposed recovery Project CPM schedule if the Owner, in its sole and exclusive discretion, finds the proposed Project CPM schedule, proposed updated Project CPM schedule or proposed recovery Project CPM schedule defective for any reason, including but not limited to:
 - 1. Defective logic;
 - 2. Excessive use of constraints;
 - 3. Activity durations that are inconsistent with actual or available workforce;
 - 4. The appearance of an effort to manipulate the schedule so that responsibility for an adverse impact is associated with a natural person or entity other than the natural person or entity responsible for the adverse impact; or
 - 5. Lacking executive summary and/or narrative.
- E. If a proposed Project CPM schedule, proposed updated Project CPM schedule or proposed recovery Project CPM schedule is rejected by the Owner, the Owner will notify the Contractor in writing of the rejection and the reason or reasons for the rejection. Contractor shall submit a new proposed Project CPM schedule, proposed updated Project CPM schedule or proposed recovery Project CPM schedule with the defect or defects corrected at no cost to the Owner within two weeks of the Owner's written rejection.
- F. Review comments made by the Owner on the proposed Project CPM schedule, any proposed updated Project CPM schedule or any proposed recovery Project CPM schedule shall not relieve the Contractor from compliance with requirements of the Contract Documents. The Contractor shall be responsible for scheduling, sequencing, and performing the Work to comply with the requirements of the Contract Documents.
- G. The Contractor expressly understands and agrees that no additional compensation shall be paid for any alterations to Contractor's planned construction sequence to accommodate the Project CPM schedule requirements, any updated Project CPM schedule or any recovery Project CPM schedule pursuant to

the Contract. Failure to include any element of work required for the performance of the Work shall not excuse the Contractor from completing all the Work required within the applicable completion date of each phase in the Contract Documents regardless of the Owner's approval of the Project CPM schedule, any updated Project CPM schedule or any recovery Project CPM schedule.

- H. The Owner may withhold payments, in whole or in part, if the Contractor fails to provide an acceptable project scheduler, replacement project scheduler, Project CPM schedule, updated Project CPM schedule, recovery Project CPM schedule or other schedule information or reports in accordance with requirements of the Contract.

Section 4.07 - Worker Identification and Site Access Control

- A. All employees of the Contractor and every Subcontractor shall comply with all site access control, safety and security procedures prescribed by the Owner which may include, but are not limited to, the wearing of Owner issued identification badges, ingress and egress through controlled entry and exit points, and use of card readers or other electronic identity verification devices. Contractor cannot authorize any one to enter the Site, except Contractor's and Subcontractor's employees and persons delivering materials or equipment to Contractor or a Subcontractor, without the prior written consent of the Owner.
- B. All employees of the Contractor and every Subcontractor, prior to entering the Site for the first time, shall obtain an identification badge if issued by the Owner and produce to the Owner a valid form of government-issued photo identification and furnish other background information, including but not limited to the following:

- Full Name
- Last four (4) digits of Social Security Number
- Home Address (#/Street/Apt./City/Zip)
- Contractor/Subcontractor Name
- Job Classification
- Union Local Affiliation, if any

The Owner recognizes that certain information requested above constitutes personal information and will take all reasonable steps to ensure the security and confidentiality of this information as required by law.

- C. All employees of the Contractor and every Subcontractor shall visibly display on their person, while entering and on the Site, an identification badge if issued by the Owner. In the event said identification badge has not been issued by the Owner, all employees of the Contractor and every Subcontractor shall produce a valid form of government-issued photo identification promptly upon request of the Owner. Failure to display such identification or to produce such identification in the manner as prescribed by the Owner may result in the employee's non-admittance to or immediate removal from the Site. The Owner will send written confirmation to the Contractor confirming the action taken, if requested by the Contractor.

Section 4.08 - Related Work

- A. The Contractor should examine the Contract Documents for Work of its Contract and any related work of other contracts, to ascertain the relationship of its Work to any related work of other contracts.

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- B. The Owner may contract with a Design Professional, Construction Manager, or other Consultants to provide services to the Owner. The services enumerated in consultant contracts are for the benefit of the Owner who may choose to utilize any or all of said services. The Contractor has no privity of contract with the Design Professional, Construction Manager, or any other Consultant which contracts with the Owner and should not assume that all of the services enumerated in said contracts will be provided.
- C. The Contractor shall adhere to all of the requirements specified or communicated by the Design Professional in performing delegated design work required by the Contract Documents.

Section 4.09 – Coordination with Separate Contracts

- A. The Owner may award other contracts for work which may proceed simultaneously with the execution of the Work. The Contractor shall coordinate the Contractor's operations with those of Other Contractors as directed by the Owner. Cooperation shall be required in the arrangements for access, the storage of material, and in the detailed execution of the Work.
- B. The Contractor shall take those steps reasonably necessary to keep itself informed of the progress and workmanship of Other Contractors and any subcontractors of Other Contractors and shall notify the Owner in writing immediately of lack of progress or defective workmanship on the part of Other Contractors or any subcontractors of Other Contractors, where said delay or defective workmanship may interfere with the Contractor's operations.
- C. Failure of a Contractor to keep so informed and failure to give written notice of lack of progress or defective workmanship by Other Contractors or any subcontractors of Other Contractors shall be construed as acceptance by the Contractor of said progress and workmanship as being satisfactory for proper coordination with the Work.
- D. Where the Contractor shall perform Work in close proximity to work of Other Contractors or any subcontractors of Other Contractors, or where there is evidence that Work of the Contractor may interfere with work of Other Contractors or any subcontractors of Other Contractors, the Contractor shall assist in arranging space conditions to make satisfactory adjustment for the performance of the Work. If the Contractor performs Work in a manner that causes interference with the work of Other Contractors or any subcontractors of Other Contractors, the Contractor shall make changes necessary to correct the condition at no additional cost to the Owner.
- E. The Contractor shall render any assistance which the Owner may require with respect to any claim or action in any way relating to the Work including, without limitation, review of claims, preparation of technical reports and participation in negotiations, without any additional compensation therefor.

Section 4.10 - Cooperation with Other Contractors

- A. During the performance of the Work, Other Contractors may be engaged in performing work. The Contractor shall coordinate the Contractor's Work with the work of said Other Contractors in such a manner as the Owner may direct.
- B. If the Owner determines that the Contractor is failing to coordinate the Work with the work of Other Contractors as the Owner has directed:
 - 1. The Owner shall have the right to withhold any payments due under the Contract until the Contractor complies with the Owner's direction; and

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2. The Contractor shall assume the defense and pay on behalf of the Owner any and all claims or judgments or damages and any costs to which the Owner may be subjected or which the Owner may suffer or incur by reason of the Contractor's failure to promptly comply with the Owner's directions, including, but not limited to attorney's fees, expert fees, and costs. Notwithstanding the foregoing, the Owner retains the right to select its own counsel for such defense, the cost of which is to be paid by the Contractor.
- C. If the Contractor notifies the Owner, in writing, that an Other Contractor on the Site is failing to coordinate its work with the Work, the Owner shall investigate the charge. If the Owner finds it to be true, the Owner shall promptly issue such directions to the Other Contractor with respect thereto as the situation may require. The Owner shall not be liable for any damages suffered by the Contractor by reason of the Other Contractor's failure to promptly comply with the directions so issued by the Owner, or by reason of an Other Contractor's default in performance.
- D. Should the Contractor sustain any damage through any act or omission of any Other Contractor having a contract with the Owner or through any act or omission of any subcontractor of said Other Contractor, the Contractor shall have no Claim against the Owner for said damage.
- E. Should any Other Contractor having or which shall have a contract with the Owner sustain damage through any act or omission of the Contractor or through any act or omission of a Subcontractor, the Contractor shall reimburse said Other Contractor for all said damages and shall indemnify and hold the Owner harmless from all such claims by said Other Contractor, including, but not limited to attorney's fees, expert fees, and costs. Notwithstanding the foregoing, the Owner retains the right to select its own counsel for such defense, the cost of which is to be paid by the Contractor. The Owner's right to indemnification hereunder shall in no way be diminished, waived, or discharged, by its recourse to assessment of liquidated damages as provided in the Contract Documents, or by the exercise of any other remedy provided by the Contract or law.
- F. The Owner cannot guarantee the responsibility, efficiency, unimpeded operations, or performance of any contractor. The Contractor acknowledges these conditions and shall bear the risk of all delays including, but not limited to, delays caused by the presence or operations of Other Contractors and subcontractors of Other Contractors and delays attendant upon any Project CPM schedule approved by the Owner and the Owner shall not incur any liability by reason of any delay.

ARTICLE 5 -- MATERIALS AND LABOR

Section 5.01 - Contractor's Obligations

- A. The Contractor shall, comply with all the terms of the Contract Documents and complete all the Work in a good worker like manner, within the time specified in the Contract and to the satisfaction of the Owner.
- B. The Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, permits, insurance, temporary structures and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent, and whether incorporated or to be incorporated in the Work or not incorporated in the Work.

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- C. The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
- D. Any labor, materials or means whose employment, or utilization during the course of the Contract may tend to or in any way cause or result in strike, work stoppages, delays, suspension of Work or similar troubles by workers employed by the Contractor, its Subcontractors or material suppliers, or by any of the trades working in or about the Site, or by Other Contractors, their subcontractors or material suppliers pursuant to other contracts shall not be allowed. Any violation by the Contractor of this requirement may in the sole judgment of the Owner be considered a default by the Contractor under the Contract and a basis for the Owner to take action against the Contractor as set forth in General Conditions Article 11 – Termination or Suspension or such other action as the Owner may deem proper.
- E. The Contractor and each Subcontractor shall comply with all applicable local, state, and federal laws, rules and regulations and all applicable construction standards issued by the Joint Commission and other accrediting agencies and organizations.
- F. The Contractor and each Subcontractor shall comply with all applicable Hazardous Material Laws. The Contractor shall provide the Owner the Safety Data Sheets for any Hazardous Materials or hazardous substances brought on the Site by the Contractor or a Subcontractor at least fifteen (15) calendar days prior to the delivery of such materials to the Site. Contractor shall identify to Owner at least fifteen (15) calendar days in advance the quantities of all "Chemicals of Interest" listed under the Chemical Facility Anti-Terrorism Standards of the Homeland Security Appropriations Act of 2007 that will be brought onto the Site.
- G. Contractor shall provide the necessary information and training to its employees on each Hazardous Material and hazardous substance to which they may be exposed on the Site and shall cause each of its Subcontractors to provide the necessary information and training to the Subcontractor's employees on each Hazardous Material and hazardous substance to which they may be exposed on the Site. Upon request of the Owner, Contractor shall provide the Owner with proof, satisfactory to the Owner, that Contractor's employees and all Subcontractors' employees have received the necessary information and training.
- H. Contractor shall not transport, store or use, and shall prohibit Subcontractors from transporting, storing or using, any construction materials or equipment (whether or not totally enclosed) containing Hazardous Materials including, but not limited to, asbestos, polychlorinated biphenyls, benzene, lead or urea formaldehyde in connection with this Contract; provided, however, Contractor and Subcontractors may transport, store and use the following substances: lead, natural gas, gasoline, diesel fuel, fuel oil(s), gravel(s), lube oil(s), grease(s), sealant(s), combustible gases, form oil(s), solvent(s), adhesives, paints, coatings, and all other materials that are used or consumed in or during construction or testing of the Work and its constituent systems and components in quantities reasonably necessary to perform the Work, if transported, stored and used in accordance with applicable laws including, but not limited to, those laws related to the implementation and utilization of spill containment, transport systems and storage vessels and facilities.
- I. Any Hazardous Materials and hazardous substances brought to or stored on or at the Site shall require specific, prior written authorization from Owner and, as a condition to such authorization, Contractor shall provide Owner with the Material Safety Data Sheet covering any Hazardous Material or hazardous substance furnished under or otherwise associated with the Work (including the construction equipment). Contractor shall maintain on the Site, at all times, complete records, and inventories, including Safety Data Sheets, of Hazardous Materials and hazardous substances described in this

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General Conditions Section 5.01 that are being used by it or its Subcontractors, or any persons for whose actions on the Site Contractor is responsible.

Section 5.02 - Means and Methods of Construction

- A. Unless otherwise provided in the Contract Documents, the Contractor shall choose the Means and Methods of Construction subject to the Owner's right to reject, at any time, the Means and Methods of Construction proposed by the Contractor, which in the opinion of the Owner:
1. Will constitute or create a hazard to the Work or to persons or property;
 2. Will not produce finished Work in accordance with the terms of the Contract;
 3. Will be detrimental to the overall progress of the Project; or
 4. Will have an adverse impact on the operations of the Client.
- B. The Owner's failure to exercise its right to reject the Contractor's Means and Methods of Construction shall not relieve the Contractor of its obligation to complete the Work; the Owner's exercise of its right to reject the Contractor's Means and Methods of Construction shall not create a Contractor's or Subcontractor's cause of action for damages against the Owner.

Section 5.03 - Contractor's Title to Materials

- A. No materials for the Work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by any other party. The Contractor warrants that the Contractor has full, good, and clear title to all materials used by the Contractor in the Work, or resold to the Owner pursuant to the Contract Documents free from all liens, claims or encumbrances.
- B. For all materials and equipment to be stored at a location other than the Site prior to execution of an agreement with the Owner for materials stored off-site pursuant to General Conditions Section 8.01 G, the Contractor shall provide the Owner with written notice of the location, security, environmental protections and the materials or equipment to be stored at that location at least fifteen (15) calendar days before such storage begins. Such notice does not obligate the Owner to pay for such stored material or equipment. Payment for stored material or equipment can be made only when the requirements for such payment in General Conditions Article 8 - Payment and elsewhere in the Contract have been met.
- C. All materials, equipment and articles which become the property of the Owner shall be new unless specifically stated otherwise.

Section 5.04 - Comparable Products ("Or Equal" Clause)

- A. Whenever a material, article or piece of equipment is identified on the Drawings or in the Specifications by reference to manufacturers' or vendors' names, trade names, catalogue number, or make, said identification is intended to establish a standard. Any material, article or equipment of other manufacturers and vendors which performs satisfactorily the duties imposed by the design intent may be considered equally acceptable provided that, in the opinion of the Design Professional, the material, article, or equipment so proposed is of equal quality, substance and function and the Contractor shall not Provide, Furnish or Install any said proposed material, article, or equipment without the prior

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written approval of the Design Professional. The burden of proof and all costs related thereto concerning the "or equal" nature of the substitute item, whether approved or disapproved, shall be borne by the Contractor.

- B. Where the Design Professional, pursuant to the provisions of this General Conditions Section 5.04, approves in writing a product proposed by the Contractor and said proposed product requires a revision of the Work covered by this Contract, or the work covered by other contracts, all changes in the work of all contracts, revision or redesign, and all new Drawings and details required therefore shall be provided by the Contractor at its cost and shall be subject to the approval of the Design Professional.
- C. No substitution which may result in a delay to the Project will be permitted without the prior written approval of the Owner.

Section 5.05 - Quality, Quantity and Labeling

- A. The Contractor shall Furnish materials and equipment of the quality and quantity specified in the Contract. Any excess materials purchased per the Contract are the property of the Owner.
- B. When materials are specified to conform to any standard, the materials delivered to the Site shall bear manufacturer's labels stating that the materials meet said standards. Contractor's quality control plan required by paragraph D of this General Conditions Section 5.05 shall include measures undertaken by the Contractor to prevent the use of materials with counterfeit labels or other counterfeit indications of meeting a standard.
- C. The above requirements shall not restrict or affect the Owner's right to test materials as provided in the Contract.
- D. The Contractor shall develop and implement quality control plans to assure itself and the Owner that all Work performed by the Contractor and its Subcontractors complies fully with all Contract requirements. The Contractor shall submit the plans to the Owner upon request as required by the Contract. See the Submittals Section of the General Requirements for further details. The Contractor's quality control plans shall be independent of any testing or inspection performed by or on behalf of the Owner.

Section 5.06 - Tax Exemption

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

ARTICLE 6 -- SUBCONTRACTS

Section 6.01 - Subcontracting

- A. The Contractor may utilize the services of Subcontractors, subject to the limits prescribed in the Information for Bidders Section 7.0 – Approval of Subcontractors/Subcontract Limits. Exceeding stated limits, without prior written approval by the Owner, may be cause for Contract termination.
- B. The Contractor shall submit to the Owner the name of each proposed Subcontractor as required by the Contract. The Owner reserves the right to disapprove any proposed Subcontractor and such disapproval shall not result in any additional cost to the Owner. If requested by the Owner, the Contractor shall provide copies of any and all Subcontracts and purchase order agreements related to the Work, which must be in written form. The Contractor shall require each Subcontractor to provide the Owner, upon the Owner's request, with a copy of each of the Subcontractor's subcontracts and purchase order agreements related to the Work.
- C. The Contractor's use of Subcontractors shall not diminish the Contractor's obligation to complete the Work. The Contractor shall control and coordinate the Work of Subcontractors and be fully responsible for the acts and omissions of Subcontractors, and of persons either directly or indirectly employed by Subcontractors. The Contractor shall be responsible for all guarantees and warranties provided by Subcontractors.
- D. The Contractor shall be responsible for requiring each Subcontractor, to extent of the Work to be performed by such Subcontractor, to be bound to the Contractor by all the terms, conditions, and requirements of the Contract Documents, and to assume towards the Contractor all the obligations and responsibilities which the Contractor, by the Contract Documents, assumes toward the Owner. The Contractor shall cause each Subcontractor to receive and review the provisions of the Contract Documents applicable to the Subcontractor, including but not limited to a copy of the Payment Bond for this Contract. Upon request of the Owner, the Contractor shall provide written proof satisfactory to the Owner that each Subcontractor has received and reviewed the provisions of the Contract Documents applicable to such Subcontractor, including but not limited to, a copy of the Payment Bond for this Contract.
- E. The Contractor shall ensure that each Subcontractor's duties to procure insurance for, and to defend, indemnify and hold harmless the Owner and Client, are, to the fullest extent permitted by law, at least the same as the Contractor's duties to procure insurance for, and to defend, indemnify and hold harmless the Owner and Client.
- F. To the fullest extent permitted by law and independent of any duty to indemnify and hold harmless, the Contractor shall require each Subcontractor, to the fullest extent permitted by law, to defend the Owner and Client against claims by third persons for wrongful death, bodily injuries and property damage, direct or consequential, loss or damage of any kind whatsoever arising out of or alleged to arise out of or as a result of or in connection with the performance of the Work, whether actually caused by or resulting from the performance of the Work, or out of or in connection with the Subcontractor's operations or presence at, or in the vicinity of, the Site.
- G. To the fullest extent permitted by law, the Contractor shall require each Subcontractor, to the fullest extent permitted by law, to indemnify and hold harmless the Owner and Client against claims by third persons for wrongful death, bodily injuries and property damage, direct or consequential, loss or damage of any kind whatsoever arising out of or alleged to arise out of or as a result of or in connection with the performance of the Work, whether actually caused by or resulting from the performance of the

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Work, or out of or in connection with the Subcontractor's operations or presence at, or in the vicinity of, the Site.

- H. The Contractor shall require each Subcontractor, in addition to the Subcontractor's other obligations, to pay the costs of the Owner and Client, including but not limited to, attorneys' and consultants' fees, expenses and court costs, to commence and prosecute a court action against the Subcontractor to enforce one or more of the Subcontractor's obligations under General Conditions Section 6.01 E, F or G or against an insurance company to obtain coverage under an insurance policy which the Subcontractor represented would provide coverage to the Owner or Client.
- I. Nothing contained in the Contract or any subcontract shall create any contractual relationship between any Subcontractor and the Owner except the requirements in General Conditions Sections 15.03 and 15.04 for each Subcontractor to procure insurance policies on which the Owner or the Owner and Client are insureds, the obligations of each Subcontractor pursuant to General Conditions Section 6.01 E, F and G to defend, indemnify and hold harmless, to the fullest extent permitted by law, the Owner and Client against claims by third persons for wrongful death, bodily injuries and property damage, direct or consequential, loss or damage of any kind whatsoever and the obligation of each Subcontractor pursuant to General Conditions Section 6.01 H

In selecting a Subcontractor, the Contractor shall consider whether the proposed Subcontractor appears on any list of entities debarred or suspended from doing business with a government entity, including the current list of companies or individuals that have been declared ineligible to receive Federal contracts published by the System for Award Management. The Contractor shall not subcontract with any entity on the List of Employers Ineligible To Bid On Or Be Awarded Any Public Contract, published by the NYS Department of Labor Bureau of Public Work. The Contractor shall not subcontract with any entity on the debarment list published by the NYS Workers' Compensation Board pursuant to Section 141-b of the NYS Workers' Compensation Law. The Contractor shall not subcontract with any entity on the list of Non-Responsible Entities maintained by the NYS Office of General Services pursuant to Executive Order No. 192.

In selecting a Subcontractor, the Contractor shall also consider whether the proposed Subcontractor has legal authority to do business in New York State and possesses the integrity, experience, qualifications, and organizational and financial capacity to perform Work on the Project.

Prior to award of a Contract, the Contractor shall require any Subcontractor, with a subcontract value of two million dollars (\$2,000,000) or greater, to submit to the Owner a certified NYS Vendor Responsibility Questionnaire For Profit Construction (CCA-2) for review. At any time during the term of the Contract, the Owner may request, and the Contractor or Subcontractor shall provide, a NYS Vendor Responsibility Questionnaire For Profit Construction (CCA-2) for any other Subcontractor performing Work on the Project for review. Additionally, the Owner or Contractor may require a Subcontractor to update, recertify and resubmit a previously submitted NYS Vendor Responsibility Questionnaire For Profit Construction (CCA-2) to the Owner upon request. Refer to General Conditions Article 19 – Executive Order No. 125.

- J. Prior to or after award of the Contract, if requested by the Owner, the Contractor shall require a Subcontractor to submit a NYS Vendor Responsibility Questionnaire For Profit Construction (CCA-2) and a Dormitory Authority DASNY Vendor Questionnaire. If requested by the Owner, the Contractor shall require a Subcontractor to update a NYS Vendor Responsibility Questionnaire For Profit

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Construction (CCA-2) and a Dormitory Authority DASNY Vendor Questionnaire previously submitted to the Owner.

- K. The Contractor shall submit a NYS Vendor Responsibility Questionnaire For Profit Construction (CCA-2) and a Dormitory Authority DASNY Vendor Questionnaire to the Owner for each Subcontractor proposed for the Work with a subcontract value of two million dollars (\$2,000,000) or greater. Refer to General Conditions Article 19 – Executive Order No. 125.
- L. After execution of the Contract, the Owner will provide to the Contractor copies of the Owner’s Code of Business Ethics Certification form. The Contractor is required to have each Subcontractor, at all tiers, complete the form prior to the Subcontractor beginning work. The completed forms are to be filed by the Contractor with the Owner. A failure to comply with this requirement may result in the Subcontractor(s) being removed from the Project Site.
- M. Compliance with General Municipal Law:
 - 1. New York General Municipal Law § 101 (5) requires each bidder on a public work contract, where the preparation of separate specifications is not required by New York General Municipal Law §101 (1), to submit with its bid a separate sealed list that names each subcontractor that the bidder will use to perform work on the contract, and the agreed-upon amount to be paid to each, for: (a) plumbing and gas fitting, (b) steam heating, hot water heating, ventilating and air conditioning apparatus and (c) electric wiring and standard illuminating fixtures. After the low bid is announced, the sealed list of subcontractors submitted with such low bid is opened and the names of such subcontractors is announced, and thereafter any change of subcontractor or agreed-upon amount to be paid to each shall require the approval of Owner, upon a showing presented to the public owner of legitimate construction need for such change, which shall be open to public inspection. Legitimate construction need shall be determined by the Owner in Owner’s sole discretion. Any attempt by Contractor to use or manipulate this process to obtain lower bid amounts by subcontractors than those listed on the sealed bid may result in a finding of non-responsibility of the Contractor.
 - 2. On a project where the preparation of separate specifications is not required by New York General Municipal Law §101 (1), to the extent that Contractor seeks change of subcontractor or the agreed-upon amount to be paid to each for (a) plumbing and gas fitting, (b) steam heating, hot water heating, ventilating and air conditioning apparatus, or (c) electric wiring and standard illuminating fixtures, the Contractor acknowledges and agrees that it shall seek the approval of Owner as set forth in the General Municipal Law.

ARTICLE 7 -- CHANGES IN THE WORK

Section 7.01 - Changes

- A. Without invalidating the Contract, the Owner, in writing, may order changes in the Work by altering, adding to, or deducting from the Work of the Contract.
 - 1. No change in the Work is effective unless the Owner executes and delivers a Change Order to the Contractor. No payment for a change in the Work is due the Contractor unless and until a Change Order is executed and delivered by the Owner to the Contractor and the Contractor has performed the change in the Work. No alteration to the standard language of the Owner’s Change Order

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form shall be accepted. If the Contractor requests an adjustment to the Substantial Completion date for a change in the Work and the Owner agrees, an increase or decrease to the duration, in calendar days, shall be included in the Change Order.

2. Notwithstanding subparagraph 1, the Owner, at its discretion, may execute and deliver to the Contractor a Notice to Proceed directing the Contractor to proceed immediately and diligently with the change in the Work described in the Notice to Proceed. The Owner, upon execution and delivery of the Notice to Proceed to the Contractor, is obligated to adjust the Contract for the change in the Work described in the Notice to Proceed; the extent of the adjustment(s) will be determined using the method of General Conditions Section 7.01 B specified in the Notice to Proceed, this General Conditions Article and negotiations with the Contractor; the adjustment(s) will be stated in the Change Order to be executed and delivered by the Owner to the Contractor. The Contractor, upon receipt of the Notice to Proceed, is obligated to proceed immediately and diligently with the change in the Work described in the Notice to Proceed while the adjustment(s) are determined. The Notice to Proceed shall be processed through the Project Management Program prior to execution and delivery by the Owner to the Contractor. No alteration to the standard language of the Owner's Notice to Proceed form shall be accepted. No payment for the change in the Work is due the Contractor until the Change Order is executed and delivered by the Owner to the Contractor and the Contractor has performed the change in the Work. The Owner determines the duration between execution and delivery of the Notice to Proceed and execution and delivery of the Change Order.
 3. Contractor's failure to proceed immediately and diligently with any Notice to Proceed or Change Order executed and delivered by the Owner to the Contractor, unless the Owner in writing directs otherwise, shall be a material breach of the Contract.
 4. If, after the Owner has executed and delivered a Notice to Proceed to the Contractor for a change in the Work, the Owner and the Contractor cannot agree on the adjustment(s) to the Contract for the change in the Work described in such Notice to Proceed, the Owner shall execute and deliver a Forced Change Order to the Contractor in an amount and with such other provisions that the Owner considers to be fair and reasonable for the change in the Work described in such Notice to Proceed and Forced Change Order. If the Contractor does not accept the Forced Change Order, the Contractor shall strictly comply with the requirements of General Conditions Section 7.01 D.
 5. No Change Order is executed by the Owner unless and until the Change Order is, reviewed and accepted by the Owner, and properly executed by an authorized representative of the Owner with appropriate approval authority in accordance with the Owner's internal procedures.
- B. The Contract amount may be increased or decreased only by a Change Order and the amount of the adjustment is determined by one or more of the following methods, as determined by the Owner:
1. By applying the applicable unit price or prices contained in the Contract Documents, or negotiated pursuant to the provisions of this General Conditions Article. Unit prices are limited to the quantities specified in the Contract Documents or prior Change Order. Unit prices for quantities greater than specified in the Contract Documents or prior Change Order may, in the Owner's sole and exclusive discretion, be subject to negotiations between the Owner and Contractor.
 2. By estimating the fair and reasonable cost of the change in the Work or deleted Work.
 3. By determining the actual cost of the change in the Work and considering the following:

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- a. Labor, including all wages and required wage supplements, paid to employees below the rank of superintendent directly employed at the Site for the change in the Work. Minimum wages are the prevailing rate of wages defined by the NYS Department of Labor. Actual wages in excess, paid by the Contractor, may be considered by the Owner.
 - b. Premiums or taxes paid by the Contractor for worker's compensation insurance, unemployment insurance, FICA tax and other payroll taxes as required by law, net of actual and anticipated refunds and rebates.
 - c. Materials associated with the change in the Work.
 - d. Equipment, excluding hand tools, which in the judgment of the Owner, would have been or will be employed in the Work. The Owner may employ the use of rental rates it deems most appropriate from the information in the "Equipment Watch Retail Rental and Equipment Watch Cost Recovery" databases. In no case will the equipment rental cost exceed the purchase price of the equipment. Self-owned equipment is defined to include equipment rented from Contractor-controlled or affiliated companies. It is the duty of the Contractor to utilize either rented or self-owned equipment that is of a nature and size appropriate for the Work to be performed. The Owner reserves the right to determine reasonable and appropriate equipment sizing, and at the Owner's discretion, it may adjust the costs allowed to reflect a smaller or less elaborate piece of equipment more suitable for performance of the change in the Work. The Owner, in its sole and exclusive discretion, will determine if equipment is rented from a company controlled by or affiliated with the Contractor.
 - e. To determine the daily and hourly rate of self-owned equipment, the monthly rate shall be divided by twenty-two (22) to establish a daily rate; or by one hundred and seventy-six (176) to establish the hourly rate. The operating cost listed in the "Equipment Watch Retail Rental and Equipment Watch Cost Recovery" databases would be added to this rate to establish the billable rate.
- C. For each change in the Work, the Contractor shall submit to the Owner, within the time period provided by the Owner, the following information:
1. A detailed proposal of labor, material, and equipment costs for the change in the Work. The Contractor and Subcontractors shall use the Owner's Contractor and Subcontractor Change Order Proposal Forms, which are available directly from the Owner or from the Dormitory Authority's website.
 2. The Contractor's and Subcontractor's proposal forms shall include the following signed statement, which shall be notarized if so requested by the Owner:

"I hereby certify that the value for the labor, material and equipment that comprise the proposal, represents the value of said work, material and equipment for the work performed or to be performed, pursuant to the Contract between the undersigned and the Dormitory Authority and that no overhead or profit is included in the proposal for a change to the Work performed by any Subcontractor or for any major equipment or material supplier that is a subsidiary or an affiliate of this firm."
 3. Signed Labor Rate Worksheet to determine hourly rates for each classification of worker associated with the change in the Work. The Contractor shall use the Owner's Labor Rate Worksheets, which are available directly from the Owner or from the Dormitory Authority's website

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<http://www.dasny.org>. Only hourly rates for each classification of worker approved by the Owner can be used to determine the adjustment of the Contract amount for a Change Order. Only an authorized officer of Owner or authorized employee of Owner's Project Controls Unit can approve Labor Rate Worksheets.

4. Narrative and fragnet schedule, which describes the impact on the Project CPM schedule in calendar days associated with the change in the Work if the Contractor requests a change in the date to achieve Substantial Completion. Owner, in its sole and exclusive discretion, may waive, in writing, this requirement for requests to change the date to achieve Substantial Completion made prior to the Owner's approval of the initial Project CPM schedule. Owner's waiver of this requirement can be made only by an authorized officer of Owner or authorized employee of Owner's Project Controls Unit. If the Contractor does not submit a narrative and fragnet schedule, the Contractor acknowledges that the Change Order does not require a change in the date to achieve Substantial Completion.
 5. The Contractor agrees to provide, at the Owner's request, any additional documentation to further verify labor, material, equipment, and any other cost sought for a change in the Work.
 6. The Contractor agrees to provide, at the Owner's request, written justification for a change in the Work.
- D. Each Contractor's written change proposal shall be reviewed by the Owner consistent with the requirements of the Contract.
1. Owner and Contractor shall negotiate in good faith to agree on the adjustment(s) to the Contract for each change in the Work. The Owner is not required to respond to any change proposal submitted by the Contractor until the Contractor submits a change proposal that complies with the Contract Documents. Negotiations under this General Conditions Article shall not impact the Project schedule. The Contractor's proposal for a change in the Work is approved and accepted by the Owner only by the Owner's execution and delivery of a Change Order to the Contractor. See General Conditions Section 7.01 A. 5 for the requirements of execution and delivery.
 2. If the Owner has executed and delivered a Notice to Proceed to the Contractor for a change in the Work and the Owner and the Contractor cannot agree on the adjustment(s) to the Contract for the change in the Work described in such Notice to Proceed, the Owner shall execute and deliver a Forced Change Order to the Contractor in an amount and with such other provisions that the Owner considers to be fair and reasonable for the change in the Work described in such Notice to Proceed and Forced Change Order. If the Contractor does not accept the Forced Change Order, the Contractor shall file a notice of Claim in strict accordance with General Conditions Section 10.03 and comply strictly with all requirements of General Conditions Sections 10.03, 10.05 and 10.06. The Contractor's failure to comply with any or all of General Conditions Sections 10.03, 10.05 and 10.06 shall be deemed to be:
 - a. a conclusive and binding determination on the part of the Contractor to accept the Forced Change Order as final, binding and conclusive on the Contractor; and
 - b. a waiver by the Contractor of all Claims for additional compensation or damages as a result of the Forced Change Order.
- E. Any information representing the value of the Work performed, materials supplied and equipment utilized contained in the Contractor's and Subcontractor's proposals that constitutes False

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Representation may subject the Contractor or Subcontractor to criminal charges, including NYS Penal Law Sections 175.35 (Offering a False Instrument for Filing) and 210.40 (False Statement) and/or Title 18 U.S.C. Sections 1001 (Fraudulent and False Statements) and/or termination of the Contract for cause and civil prosecution under Article XIII of the NYS State Finance Law – the New York False Claims Act.

- F. The compensation specified in the Change Order executed by the Owner and delivered to the Contractor includes full compensation for the changes in the Work covered thereby, and the Contractor waives all rights to any other compensation, damages, or expenses for the changes in the Work described therein.
- G. The Contractor shall furnish satisfactory bills, certified payrolls, vouchers, and other cost documentation covering all items of cost and when requested by the Owner shall give the Owner access to all accounts and records relating thereto, including records of Subcontractors and material suppliers.
- H. At Substantial Completion, the Owner may address increased Project-specific bonding, liability insurance and builder's risk insurance costs which may have resulted from changes in the Work. The Contractor shall provide satisfactory proof of and paid invoices, including cancelled checks or bank statements showing payment, for such increased costs. The Owner will not pay overhead and profit on any increased costs for bonding, liability insurance or builder's risk insurance.
- I. General Conditions Section 10.01 applies when the Owner determines that a decision, response, direction, action, omission, or condition does not require performance of Extra Work.

Section 7.02 - Overhead and Profit

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

Example A:

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

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

Example B:

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

- C. See Example C for changes in the Work performed by a Subcontractor, under contract with the Contractor, which exceeds a base cost of Ten Thousand Dollars (\$10,000) in estimated or actual cost;

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add to the base cost a sum equal to twenty percent of cost for the benefit of the Subcontractor. For the benefit of the Contractor; add an additional sum equal to ten percent of the first Ten Thousand Dollars (\$10,000) of the Subcontractor's base cost, plus five percent of the next Ninety Thousand Dollars (\$90,000) of the Subcontractor's base cost, plus three percent of any sum in excess of One Hundred Thousand Dollars (\$100,000) of the Subcontractor's base cost.

Example C:

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

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

Example D:

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

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

Example E:

Material cost (net difference between original contract and revised)	\$200,000
10% Contractor or Subcontractor overhead and profit on first \$10,000 base cost	1,000
5% on next \$90,000 base cost	4,500
3% on base cost over \$100,000	<u>3,000</u>
Contractor or Subcontractor Total	\$208,500

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10% Contractor overhead and profit on first \$10,000 base cost when material is supplied by the Subcontractor, no other mark-up allowed	<u>1,000</u>
Total	\$209,500

- F. Other than the overhead and profit described in General Conditions Section 7.02A, no further overhead and profit will be allowed for changes to the Work performed by a Subcontractor under Subcontract with the Contactor or for major equipment or material supplier determined to be an affiliate of or controlled by the Contractor. An affiliate is considered any firm or entity in which the Contractor or any individual listed on the Contractor's NYS Vendor Responsibility Questionnaire either owns 5% or more of the shares of, or is one of the five largest shareholders, a director, officer, member, partner or proprietor of said Subcontractor, major equipment or material supplier; a controlled firm is any firm or entity which, in the opinion of the Owner, is controlled by the Contractor or any individual listed on the Contractor's NYS Vendor Responsibility Questionnaire.
1. The Owner, in its sole and exclusive discretion, will determine if a firm or entity is an affiliate of or controlled by the Contractor.
- G. No overhead and profit shall be paid for changes in the Work performed by a Subcontractor not under Subcontract with the Contractor. No overhead and profit shall be paid on the premium portion of overtime pay. Where the changes in the Work involve both an increase and a reduction in similar or related Work, the overhead and profit allowance shall be applied only to the cost of the increase that exceeds the cost of the reduction.
- H. The Owner, in its sole and exclusive discretion, shall require any Contractor or Subcontractor that is issued a Contract pursuant to pricing from a New York State Office (NYS) of General Services (OGS) Centralized Contract held by said Contractor or Subcontractor to provide an itemized change proposal as per the rates for non-trade service labor, equipment, and materials established within aforementioned NYS OGS Centralized Contract. Rates are considered inclusive of overhead and profit and no additional markup will be approved. All other provisions of Article 7 – Changes to the Work shall apply.

Section 7.03 - Deduct Change Order

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

ARTICLE 8 -- PAYMENT

Section 8.01 - Provision for Payment

- A. The Contractor shall complete and submit to the Owner for review and written approval, the detailed Schedule of Values prior to the Contractor's first billing request. It is understood, and the Contractor acknowledges, that the Schedule of Values is an administrative tool to illustrate a format and minimum level of detail required for billing requests, and shall not be considered as delineating the Contractor's scope of Work. The Owner may require the Contractor to revise its Schedule of Values at no cost to the Owner and to provide a greater level of detail. Further, the Owner reserves the right to accept only those cost distributions which, in the Owner's opinion, are reasonable, equitably balanced and correspond to the estimated quantities in or for the Contract Documents. Owner's approval of the

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Schedule of Values can be provided only by an authorized officer of Owner or authorized employee of Owner's Project Controls Unit.

The Contractor, at its own expense, shall take all actions necessary to fully comply with the requirements of the Statewide Utilization Management Plan ("SUMP") of the NYS Contract System. Contractor shall require all Subcontractors to comply with the requirements of SUMP and the NYS Contract System. These requirements include, but are not limited to, the Contractor's timely payment to all Subcontractors and timely input in to the NYS Contract System of information, including but not limited to, information regarding Subcontractor payments and compliance with Contract requirements, including but not limited to Contract requirements for participation of Minority and Women Owned Business Enterprises in the performance of the Contract.

- B. The Owner shall not approve any billing request until:
 - 1. the Contractor is in full compliance with SUMP and the NYS Contract System; and
 - 2. the Owner provides approval of the Schedule of Values.
- C. To request a partial or full payment for partial or full performance of the Contract, Contractor shall obtain from the Owner a Contractor's billing request. The Contractor shall complete the billing request by entering in each line item thereof the percentage of completion of that item as of the end of the preceding business month or billing cycle and deliver the completed billing request to the Owner. The Owner shall review the billing request and make any changes which the Owner, in its sole and exclusive discretion, determines to be necessary so that the percentage of completion for each line item in the billing request accurately reflects the Contractor's performance of the Contract as of the end of the preceding business month. The Owner then delivers the Owner's adjusted version of the billing request to the Contractor for execution by the Contractor of the certifications of the Contractor required for partial or full payment for partial or full performance of the Contract. The Contractor delivers the executed billing request to the Owner. Any partial payment request under the Contract shall be at least thirty (30) calendar days after the preceding partial payment request under the Contract, unless the Owner in writing signed by an authorized officer permits more frequent requests.
- D. The Owner may make a partial payment to the Contractor for partial performance of the Contract on the basis of an Application for Payment for the Work performed during the preceding business month. The Owner shall retain five percent (5%) of the amount of each said Application for Payment. The Owner may make full payment to the Contractor for full performance of the Contract on the basis of an Application for Payment. Each Application for Payment shall be accompanied by all documentation required by law, including but not limited to, certified payrolls and all documentation required by the Owner, including but not limited to documentation to establish compliance with NYS Labor Law and NYS Lien Law. The Owner may require any documentation the Owner determines is necessary or useful to establish that the Contractor's performance of the Work complies with the requirements of the Contract and applicable law.
- E. Any partial payment made shall not be construed as a waiver of the right of the Owner to require the fulfillment of all the terms of the Contract. No payment, either partial or full, by the Owner to the Contractor shall waive or excuse any failure by the Contractor to comply fully with the Contract Documents. No payment will be made for Work not performed.
- F. In preparing the Contractor's billing request, material delivered to the Site and properly stored and secured at the Site and material approved to be stored off-site under such conditions as the Owner shall

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prescribe in accordance with paragraph G of this General Conditions Section 8.01, may be taken into consideration. All costs related to the storage of materials are the sole responsibility of the Contractor.

- G. The Owner will provide an agreement for materials stored off-site and specific forms that the Contractor shall complete, execute, and submit with any billing request for such material. Required information includes, but is not limited to: a general description of the material; a detailed list of the materials; a pre-approved storage area; segregation and identification of the material; insurance covering full value against all risks of loss or damage, with non-cancellation provision; immediate replacement agreement in event of loss or damage; agreement to pay the expense of all inspections of the material; ownership provisions; delivery guarantee; project completion statement; bill of sale, releases of liens, and inventory. The Owner, in its sole and exclusive discretion, may require the Contractor to certify in the agreement for materials stored off-site that the materials comply with one or more requirements of the Contract or to provide documentary proof acceptable to the Owner that the materials comply with one or more requirements of the Contract.
- H. All monthly billing requests submitted by the Contractor shall only be in the form and manner approved by the Owner. The Contractor shall furnish such affidavits, vouchers, receipts, and other documentation as to delivery and payment for materials, payment of Subcontractors, and payment of prevailing rate of wage and supplements required by NYS Labor Law as the Owner requires to substantiate each and every billing request. Contractor shall furnish any other documentation required by Owner to establish compliance with one or more requirements of the Contract or any statute or regulation, including but not limited to the certification required by General Conditions Section 16.02 and proof of compliance with NYS Labor Law Section 220-h (See General Conditions Section 16.03 H).
- I. All payments received by the Contractor under or in connection with the Contract are trust funds under Article 3-A of the NYS Lien Law and shall be applied by the Contractor in accordance with such law.

Section 8.02 - Substantial Completion and Reduction of Retainage

- A. After the Owner has determined Substantial Completion of the Work, as evidenced by the executed Notice of Substantial Completion, the Owner shall pay to the Contractor the balance due the Contractor pursuant to the Contract less:
 - 1. Two (2) times the value of any remaining items of Work to be completed or corrected as determined in accordance with paragraph B. of this General Conditions Section 8.02.
 - 2. An amount necessary to satisfy any and all claims, liens, or judgments by the Owner or third parties against the Contractor.
- B. After the Owner has determined Substantial Completion of the Work, as evidenced by the executed Notice of Substantial Completion, the Contractor shall submit to the Owner, for Owner's written approval, a detailed estimate of the value of the known remaining items of Work as set forth by the Owner and a schedule for achieving Physical Completion and Contract Completion and Acceptance of the Work. The Owner shall review that estimate and schedule and:
 - 1. Direct the Contractor to revise and resubmit the estimate, the schedule or both; or
 - 2. Approve the estimate and schedule.

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The Owner, at its discretion, may value the items of Work to be completed or corrected assuming such items will be completed or corrected by an entity other than the Contractor and may include the cost of obtaining regulatory or other third-party approval of one or more items of Work.

- C. As the remaining items of Work are completed and accepted by the Owner, the Owner shall pay the appropriate amount pursuant to a duly completed and submitted Application for Payment.
- D. The list of remaining Work items may be expanded to include additional items of corrective or completion Work until Contract Completion and Acceptance by the Owner. Appropriate payments may be withheld to cover the value of these items pursuant to this General Conditions Section 8.02.
- E. The Contractor may request from the Owner a reduction of retainage when a phase of the Work is accepted by the Owner but Owner is not obligated to grant such request.
- F. The Application for Payment for the first payment of reduction of retainage shall be accompanied by a release, by the Contractor to the Owner, in the form set forth at Exhibit "A" to the General Conditions for Construction. As set forth in such release, any Claims not specifically excepted and reserved by the Contractor per the release form will be released and forever discharged. Owner's acceptance of a release containing Claims specified by and reserved to the Contractor does not waive any rights of the Owner arising under the Contract or any other source with respect to such Claims. By executing this Contract, Contractor acknowledges and agrees that it has reviewed the release in the form set forth at Exhibit "[X]" to the Contract Documents. Submission of the duly completed release set forth at Exhibit "[X]" to the Contract Documents along with the Application for Payment for the first payment of reduction of retainage is a condition precedent to the release of any retainage by the Owner. The requirement of a release may be waived only in writing and only by the Owner's Office of Counsel. No payment, final or otherwise, shall operate to release the Contractor or the Contractor's sureties from any obligations under this Contract or the Performance or Payment bonds.

Section 8.03 - Release and Consent of Surety

Notwithstanding any other provision of the Contract Documents to the contrary, reduction of retainage and/or the final Application for Payment shall not become due until the Contractor submits to the Owner a General Release from the Contractor and, if the Owner requests, a Consent of Surety to said payment in form and content acceptable to the Owner. No payment, final or otherwise, shall operate to release the Contractor or the Contractor's sureties from any obligations under this Contract or the Performance or Payment bonds.

Section 8.04 - Liens

- A. Upon the Owner's receipt of a notice of public improvement lien, all, or a portion, of the amounts due in the current and subsequent payments due the Contractor shall be withheld until a sum which shall be one and one-half (1 1/2) times the amount stated to be due in the notice of public improvement lien shall have been withheld from payments due the Contractor. This sum shall be withheld until the lien is discharged. The Contractor shall promptly discharge any notice of public improvement lien by filing a bond pursuant to NYS Lien Law Section 21, subdivision 5. If any Subcontractor should file a notice of lien against the property upon which the Project is located, such lien is void and Contractor, at its expense shall obtain and file an order of the Supreme Court of the State of New York cancelling such lien. If Contractor shall fail to obtain such order or if Contractor shall file a notice of lien against the property upon which the Project is located, the Owner may obtain an order of the Supreme Court of the

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State of New York cancelling such lien and deduct the attorney's fees and other costs incurred in obtaining and filing such order from any amount due the Contractor.

- B. Upon receipt of any other lien, levy, notice to withhold, restraining notice, court or administrative order or any other instrument allowed by law and directing the Owner to withhold payments due Contractor, the Owner will withhold the sum which Owner determines is necessary to withhold to comply with the applicable law. This sum shall be withheld until the instrument is, in the Owner's sole and exclusive discretion, appropriately satisfied or discharged.

Section 8.05 - Withholding of Payments

- A. The Owner may withhold from the Contractor any part of any payment as may, in the judgment of the Owner, be necessary:
 - 1. To ensure payment of just claims of any natural person or entity supplying labor, materials, or equipment for the Work.
 - 2. To protect the Owner from loss due to defective Work not remedied.
 - 3. To protect the Owner, Client, or any Consultant from loss due to failure to defend, loss due to injury to persons or damage to the Work or property of Other Contractors, Subcontractors or others caused by the act or neglect of the Contractor or Subcontractors.
 - 4. To ensure payment of fines and penalties, that may be imposed on the Contractor pursuant to the provisions of the Contract.
 - 5. To ensure payment of fines, penalties, or damages that may be imposed on the Contractor pursuant to General Conditions Article 20 - Opportunity Programs.
 - 6. To protect and make whole the Owner from a Contractor's non-compliance to the requirements set forth in General Conditions Article 14 – Protection of Persons and Property and Article 15 – Insurance and Bonds.
 - 7. To protect the Owner and Client from damage caused or claimed to have been caused directly or indirectly by the failure of the Contractor to perform the Work of the Contract in strict accordance with the Contract Documents.
- B. The Owner shall have the right to apply any such amounts so withheld in such a manner as the Owner may deem proper to satisfy said claims, fines, and penalties, or to secure said protection. Said application of the money shall be deemed payments for the account of the Contractor.

Section 8.06 - Late Payment

Timeliness of payment and any interest to be paid to the Contractor for late payment is governed by Section 2880 of the NYS Public Authorities Law. Timely payment by the Contractor to the Subcontractor is governed by Section 139-f of the NYS State Finance Law which requires payment by the Contractor to the Subcontractor within seven (7) calendar days of receipt of payment from the Owner.

Section 8.07 – False Representations/Information

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- A. False Representations, information, or data submitted on or with Applications for Payment may result in one or more of the following actions:
 - 1. Termination of the Contract for cause;
 - 2. Disapproval of future bids or contracts or subcontracts;
 - 3. Withholding of final payment on the Contract; and
 - 4. Civil and/or criminal prosecution (See General Conditions Sections 7.01 E and 10.03 F).
- B. The provisions of this General Conditions Section 8.07 are solely for the benefit of the Owner, and any action or non-action hereunder by the Owner shall not give rise to any liability on the part of the Owner.

ARTICLE 9 -- TIME OF COMPLETION

Section 9.01 - Substantial Completion

- A. The Contractor shall commence performance of the Work at the time stated in the Notice to Proceed and the Contractor shall achieve Substantial Completion no later than the date for Substantial Completion specified in the Contract. Notwithstanding anything to the contrary, a schedule submitted by the Contractor showing Substantial Completion earlier than that specified in the Contract shall not entitle the Contractor to any additional cost in the event the earlier date is or is not realized unless agreed to by the Owner.
- B. It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that Substantial Completion of the Work on or before the date for Substantial Completion specified in the Contract, is an essential condition of the Contract.
- C. The Contractor agrees that the Work shall be prosecuted regularly, diligently, and cooperatively with Other Contractors at such rate of progress as shall ensure Substantial Completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time to achieve Substantial Completion allowed herein is reasonable.
- D. It is further agreed that time is of the essence for each and every portion of the Work. In any instance in which additional time is allowed for Substantial Completion of the Work, the new date of Substantial Completion established by said extension shall be of the essence. The Contractor shall not be charged with liquidated damages or any excess cost of the Owner or Client if the Owner determines in its sole and exclusive discretion that the Contractor is without fault and that the delay in Substantial Completion of the Work is due:
 - 1. To any preference, priority or allocation order duly issued by the Government of the United States or the State of New York.
 - 2. To an unforeseeable cause beyond the control and without the fault of, or negligence of the Contractor, and approved by the Owner, including, but not limited to, acts of God or of public enemy, acts of the Owner, fires, epidemics, pandemics, quarantine, restrictions, strikes, freight embargoes and unusually severe weather.
 - 3. To any delays of Subcontractors or suppliers occasioned by any of the causes specified in Subsections 1 and 2 of this paragraph provided the Contractor shall, within fifteen (15) calendar

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days from the beginning of any such delay, notify the Owner in writing of the causes of the delay. Notice shall be delivered to the Owner as specified in General Conditions Section 10.03 C.

- E. The date of Substantial Completion may be modified only by a Change Order.
- F. If the Contractor shall neglect, fail, or refuse to achieve Substantial Completion by the date specified, or any proper extension thereof granted by the Owner, the Contractor agrees to pay to the Owner for loss of beneficial use of the Work of the Contract an amount specified in the Contract, not as a penalty, but as liquidated damages, for each and every calendar day thereafter that the Contractor does not achieve Substantial Completion.
- G. If the Contractor shall abandon performance of the Work before achieving Substantial Completion, the Contractor agrees to pay to the Owner for loss of beneficial use of the Work of the Contract an amount specified in the Contract, not as a penalty, but as liquidated damages, for each and every calendar day after both the date of abandonment and the date specified for Substantial Completion that the Work has not achieved Substantial Completion. The obligation of the Contractor to pay liquidated damages as provided in this paragraph shall survive the termination of the Contract pursuant to General Conditions Section 11.01.
- H. If the Owner terminates the Contract before the Contractor achieves Substantial Completion, the Contractor agrees to pay to the Owner for loss of beneficial use of the Work of the Contract an amount specified in the Contract, not as a penalty, but as liquidated damages, for each and every calendar day after both the date of termination of the Contract and the date specified for Substantial Completion that the Work has not achieved Substantial Completion. The obligation of the Contractor to pay liquidated damages as provided in this paragraph shall survive the termination of the Contract pursuant to General Conditions Section 11.01.
- I. Said amount of liquidated damages is agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages which the Owner would sustain for loss of beneficial use of the Work of the Contract in the event of delay in Substantial Completion, abandonment of the Work by the Contractor or termination of the Contract pursuant to General Conditions Section 11.01, and said amount is agreed to be the amount of damages sustained by the Owner and said amount may be retained from time to time by the Owner.
- J. The foregoing liquidated damages are intended to compensate the Owner only for the loss of beneficial use of the Work of the Contract. In addition, the Contractor shall be liable to the Owner and the Client, to the fullest extent permitted by law, for whatever actual damages (other than actual loss of beneficial use) the Owner or Client may incur as a result of any actions or inactions of the Contractor or its Subcontractors including, without limitation, interest expense and carrying costs, liabilities to Other Contractors working on the Project or other third parties, job extension costs, and other losses incurred by the Owner or Client. The provisions of this paragraph are for the exclusive use of the Owner and Client, and shall not accrue to Other Contractors or other third parties.
- K. The Owner will issue the Notice of Substantial Completion after the Owner, in its sole and exclusive discretion, has determined that Substantial Completion of the Work has occurred.

Section 9.02 – Physical Completion and Contract Completion and Acceptance

- A. After the Owner has issued the Notice of Substantial Completion, the Contractor shall comply with General Conditions Section 8.02 B. Compliance with General Conditions Section 8.02 B is a condition precedent to the payment described in General Conditions Section 8.02 A. Once the Owner approves

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the detailed estimate of the value of the known remaining items of Work and the schedule for achieving Physical Completion and Contract Completion and Acceptance, the Contractor shall achieve Physical Completion and Contract Completion and Acceptance no later than the dates for each in the approved schedule. The Owner and Contractor agree that achieving Physical Completion and Contract Completion and Acceptance no later than the dates for each in the approved schedule is an essential condition of the Contract and that time is of the essence.

- B. The Contractor agrees that after achieving Substantial Completion, Contractor shall continue to prosecute the remaining items of Work regularly, diligently, and cooperatively with Other Contractors. Contractor further agrees that once the schedule for achieving Physical Completion and Contract Completion and Acceptance is approved, the Contractor shall prosecute the remaining items of Work regularly, diligently, and cooperatively with Other Contractors at such a rate of progress as shall ensure the achieving of Physical Completion and Contract Completion and Acceptance by the dates for each in the approved schedule.
- C. The list of remaining Work items may be expanded to include additional items of corrective or completion Work until Contract Completion and Acceptance by the Owner. Appropriate payments may be withheld to cover the value of these items pursuant to General Conditions Section 8.02.
- D. The Owner will issue the Notice of Physical Completion after the Owner, in its sole and exclusive discretion, has determined that Physical Completion of the Work has occurred.
- E. The Owner will issue the Notice of Contract Completion and Acceptance after the Owner, in its sole and exclusive discretion, has determined that Contract Completion and Acceptance of the Work has occurred. Contract Completion and Acceptance follows or may be concurrent with Physical Completion.

ARTICLE 10 -- CLAIMS AND DISPUTES

Section 10.01 - Claim for Extra Work

A. If the Contractor claims that:

- 1. a decision of, or direction or response to the Contractor by, the Owner, Consultant, or Owner Representative;
- 2. a condition; or
- 3. any action or omission of the Owner;

is contrary to the terms and provisions of the Contract and will require the Contractor to perform Extra Work, Contractor shall file a written notice of Claim in strict accordance with General Conditions Section 10.03. No Claim for Extra Work shall be allowed unless the Contractor files a written notice of Claim that complies strictly with the requirements of General Conditions Sections 10.01 and 10.03. The notice of Claim shall identify the decision, direction, response, action, omission, or condition from which the Claim arises. The Contractor shall also strictly comply with all other requirements of General Conditions Sections 10.01 and 10.03.

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- B. If the Owner determines the decision, response, direction, action, omission, or condition does not require the performance of Extra Work, the Owner shall issue a Disputed Work Directive. The Contractor, upon receipt of the Disputed Work Directive shall immediately and diligently proceed with the Work described in the Disputed Work Directive in accordance with all instructions of the Owner. Contractor's failure to proceed immediately and diligently with any Disputed Work Directive issued by the Owner, unless the Owner in writing directs otherwise, shall be a material breach of the Contract. Contractor's performance of the Work described in and pursuant to the Disputed Work Directive shall not be a waiver of the Contractor's Claim for Extra Work provided the Contractor strictly complies with all requirements of General Conditions Sections 10.01 and 10.03. The Owner may issue a Disputed Work Directive for a decision, response, direction, action, omission, or condition before the Contractor files a notice of Claim arising from such decision, response, direction, action, omission, or condition; if the Owner does so, the Contractor shall still file a notice of Claim in strict compliance with General Conditions Section 10.03 and shall strictly comply with all requirements of General Conditions Sections 10.01 and 10.03.
- C. The Contractor's failure to comply strictly with any or all parts of General Conditions Sections 10.01 and 10.03 shall be deemed to be:
1. a conclusive and binding determination on the part of the Contractor that the decision, response, direction, action, omission, or condition does not involve Extra Work; and
 2. a waiver by the Contractor of all Claims for additional compensation or damages as a result of the decision, response, direction, action, omission, or condition.

Section 10.02 - Claim for Additional Cost

- A. If the Contractor wishes to make a Claim for an increase in the cost to perform the Work, including but not limited to a Claim alleging breach of the Contract by Owner, the Contractor shall file a written notice of Claim strictly in accordance with General Conditions Section 10.03. The notice of Claim shall identify the condition or event from which the Claim arises. No Claim for an increase in the cost to perform the Work of the Contract shall be allowed unless the Contractor files a notice of Claim that complies strictly with the requirements of General Conditions Section 10.02 and 10.03. Contractor shall also strictly comply with all other requirements of General Conditions Sections 10.02 and 10.03. The Owner shall determine the validity of the Contractor's contention. Pending the decision of the Owner, the Contractor shall proceed with the diligent and prompt performance of the Work. Denial of additional costs shall not entitle the Contractor to additional time to achieve Substantial Completion. Nothing in this paragraph waives any of Owner's rights under the Contract.
- B. The Contractor's failure to comply strictly with any or all parts of General Conditions Sections 10.02 and 10.03 shall be deemed to be:
1. a conclusive and binding determination on the part of the Contractor that the event or condition does not increase the cost to perform the Work of the Contract; and
 2. a waiver by the Contractor of all Claims for additional compensation or damages as a result of the event or condition.

Section 10.03 - Notice of Claim and Substantiation

- A. A written notice of Claim shall be delivered concurrently to the Owner's Representative and Project Controls Unit by the Contractor within fifteen (15) calendar days after occurrence of the event, decision,

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direction, response, action, or omission giving rise to such Claim or within fifteen (15) calendar days after the Contractor first recognizes the condition giving rise to the Claim, whichever is earlier. The burden of proving the Owner's receipt of the notice of Claim shall be the Contractor's responsibility. Contractor's failure to comply with the requirements of this Section 10.03 shall constitute a waiver of its Claim.

- B. Within ninety (90) calendar days of the initial notice of Claim, the Contractor shall substantiate the Claim in writing and document the nature of the Claim and provide supporting cost data and documentation, Contractor's original cost estimate, Project CPM schedule demonstrating alleged impact of and correlation to the Claim subject matter and a Contractor affidavit stating the following:

"I hereby certify that the value assigned the work, labor, material and equipment that comprise the Claim, represents the actual value of said work, labor, material and equipment pursuant to the Contract between the undersigned and the Dormitory Authority."

1. The Contractor shall provide, every thirty (30) calendar days thereafter for as long as such damages are incurred, written, verified statements of the details and the amounts of such damages, together with documentary evidence of such damages.
2. Contractor shall identify the final written, verified statement for each Claim submitted pursuant to this paragraph.
3. Each written, verified statement shall be delivered as set forth in paragraph C of this General Conditions Section 10.03.

- C. The Contractor shall provide the Owner's Representative one (1) electronic copy of the documented Claim and mail two (2) paper copies of the documented Claim to:

Dormitory Authority
Project Controls Unit
515 Broadway
Albany, NY 12207-2964

- D. The Owner, at any time after the Contractor files a notice of Claim, may request additional documentation to determine the validity of the Contractor's contention and the Contractor shall submit such additional documentation within the time period specified by the Owner in the Owner's request for additional documentation. The Owner, at any time after the Contractor files a notice of Claim, may request an updated and reconciled electronic copy of the documented Claim and the Contractor shall submit such a copy within ten calendar days.
- E. The value of any Claim, if allowed, shall be determined by the methods described in General Conditions Article 7 – Changes in the Work. No Claim shall be allowed unless and until a Change Order allowing the Claim is executed and delivered by the Owner to the Contractor; payment of an allowed Claim may be made only through an Application for Payment.
- F. Any information representing the actual value of the labor performed, equipment utilized and material Furnished contained in the Claim that constitutes False Representation may subject the Contractor or

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Subcontractor to criminal charges, including NYS Penal Law Sections 175.35 (Offering a False Instrument for Filing) and 210.40 (False Statement) and/or Title 18 U.S.C. Sections 1001 (Fraudulent and False Statements) and/or termination of the Contract for cause and civil prosecution under Article XIII of the NYS State Finance Law – the New York False Claims Act.

Section 10.04 - No Damages for Delay

- A. No Claims for increased costs, charges, expenses, or damages of any kind shall be made by the Contractor against the Owner for any delays or hindrances from any cause whatsoever; provided that the Owner, in the Owner's sole and exclusive discretion, may compensate the Contractor for any said delays or hindrances by extending the date for achieving Substantial Completion specified in the Contract. No payment for increased cost, charge, expense, or damage of any kind shall act as a waiver of the Owner's right, in its sole and exclusive discretion, to compensate the Contractor for any delays or hindrances from any cause whatsoever solely by extending the date for achieving Substantial Completion specified in the Contract.
- B. If the Contractor claims that a delay or hindrance entitles the Contractor to additional time to achieve Substantial Completion, the Contractor shall submit a written request to the Owner for such additional time within fifteen (15) calendar days of the event or condition giving rise to the request. The written request shall identify the event or condition causing the alleged delay or hindrance giving rise to the request and show that the Contractor is not responsible for the delay or hindrance or for any concurrent delay. The Contractor shall submit with the request an updated Project CPM schedule that shows the impact of the event or condition on the Project CPM schedule. The request and updated Project CPM schedule shall be submitted to the Owner in accordance with General Conditions Section 10.03 C. The Owner may request additional documentation to decide the Contractor's request and the Contractor shall submit such additional documentation within the time period specified by Owner in the Owner's request for additional documentation. Failure of the Owner to respond in writing to a written request for additional time within thirty (30) calendar days shall be deemed a denial of the request unless the Owner extends the period to respond to the written request for additional time by written notice to the Contractor. While the Owner is considering the Contractor's request, the Contractor shall proceed with the diligent and prompt performance of the Work. Denial of additional time shall not entitle the Contractor to additional costs.
- C. The Contractor's failure to comply strictly with any or all parts of General Conditions Sections 10.03 and 10.04 shall be deemed to be:
 1. a conclusive and binding determination on the part of the Contractor that the event or condition causing the alleged delay or hindrance does not require additional time to achieve Substantial Completion; and
 2. a waiver by the Contractor of all Claims for additional time to achieve Substantial Completion as a result of the event or condition causing alleged delay or hindrance.

Section 10.05 - Continuance of the Work

Unless the Owner, in writing, permits otherwise, the Contractor shall proceed diligently and promptly with the performance of the Work while the Owner considers a notice of Claim filed pursuant to:

- A. General Conditions Sections 7.01D and 10.03;
- B. General Conditions Sections 10.01 and 10.03; or

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C. General Conditions Sections 10.02 and 10.03;

or while the Owner considers a request for additional time to achieve Substantial Completion filed pursuant to General Conditions Sections 10.03 and 10.04 or while the Owner considers any other Claim.

Section 10.06 - Resolution of Claim

- A. Any resolution or determination by the Owner of a Claim or a request for additional time to achieve Substantial Completion shall be final, binding and conclusive on the Contractor unless within fifteen (15) calendar days after receiving notice of the Owner's resolution, the Contractor files a written notice with the Owner that the Contractor reserves the Contractor's rights under the Contract in connection with the matters covered by said resolution or determination. The written notice shall be filed in strict accordance with General Conditions Sections 10.03 C and 10.06. The Contractor's failure to comply strictly with these requirements shall be deemed to be a waiver by the Contractor of all Claims for additional compensation or damages included in the Claim and the request for additional time to achieve Substantial Completion.
- B. After any resolution or determination by the Owner of a Claim or a request for additional time to achieve Substantial Completion, the Contractor shall proceed diligently and promptly with the performance of the Work whether the Contractor files a written notice with the Owner that the Contractor reserves the Contractor's rights under the Contract in connection with the matters covered by said resolution or determination or the Contractor does not file such a written notice. Nothing in this paragraph waives any of the Owner's rights under the Contract.
- C. Contractor shall file no action or proceeding in a court challenging any resolution or determination by the Owner of a Claim or a request for additional time to achieve Substantial Completion unless the Contractor shall have strictly complied with all the requirements relating to the giving of notice and of information with respect to such Claim or request for additional time to achieve Substantial Completion in this General Conditions Article 10. Nothing in this paragraph waives any of Owner's rights under the Contract.
- D. Contractor shall file no action or proceeding in court challenging any resolution or determination by the Owner of a Claim or a request for additional time to achieve Substantial Completion until Contractor has achieved Physical Completion of the Work. Contractor agrees that any court action or proceeding challenging any resolution or determination by the Owner of a Claim or a request for additional time to achieve Substantial Completion filed before Contractor has achieved Physical Completion of the Work is premature. Nothing in this paragraph waives any of Owner's rights under the Contract. The Owner, in its sole and exclusive discretion, may modify this paragraph by a Contract Amendment.
- E. At its sole and exclusive discretion, the Owner may resolve any Claim or a request for additional time to achieve Substantial Completion without waiving its rights under the Contract.

ARTICLE 11 – TERMINATION OR SUSPENSION

Section 11.01 – Termination for Cause

- A. In the event that any provision of the Contract is violated by the Contractor or by any Subcontractor, the Owner may serve written notice upon the Contractor and upon the Contractor's surety, if any, of the Owner's intention to declare a Contractor Default (defined in the Performance Bond) and terminate the Contract. Such notice shall contain the reasons for the intention to declare a Contractor Default and

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terminate the Contract. The Contractor will be allowed an opportunity to show why the Owner should not declare a Contractor Default and why the Contractor's Contract should not be terminated for cause. If the violation shall not cease or arrangements satisfactory to the Owner are not made, the Owner, in writing, may declare a Contractor Default and the Contract shall terminate upon the date specified by the Owner in the declaration of Contractor Default. The Owner shall send the Contractor and the Contractor's surety, if any, written notice of and a copy of the declaration of Contractor Default and termination of the Contract. In the event of a declaration of Contractor Default and termination of the Contract, the Owner has the remedies set forth in the Performance Bond, the Contract, and all remedies at law or in equity.

- B. In the event of any such termination, the Owner may take over the Work and prosecute the Contract to completion and take possession of and may utilize such materials, appliances, and equipment on the Site and necessary or useful in completing the Work. The Contractor and Contractor's surety shall be liable to the Owner for all costs incurred by the Owner.
- C. In the event the termination for cause is determined to be improper, the termination shall be deemed a termination pursuant to General Conditions Section 11.02 – Termination for Convenience of Owner.

Section 11.02 - Termination for Convenience of Owner

- A. The Owner, at any time, may terminate the Contract in whole or in part. Any such termination shall be effected by delivering to the Contractor a written notice of termination specifying the extent to which performance of Work under the Contract is terminated and the date upon which the termination becomes effective. Upon receipt of the notice of termination, the Contractor shall act promptly to minimize the expenses resulting from the termination.
- B. The Owner shall pay the Contractor for Work of the Contract performed by the Contractor and accepted by the Owner for the period extending from the end of the period covered by the last approved Application for Payment up to the effective date of the termination, an amount determined in accordance with General Conditions Article 7 – Changes in the Work. In no event shall the Contractor be entitled to compensation in excess of the total consideration of the Contract. In no event shall Contractor be entitled to overhead or profit on the Work not performed.
- C. In the event of such termination the Owner may take over the Work and prosecute the Contract to completion and may take possession of and may utilize such materials, appliances, and equipment on the Site and necessary or useful in completing the Work.

Section 11.03 - Owner's Right to do Work

The Owner at any time may notify the Contractor that the Owner will have the Work of the Contract or any part thereof, performed by others, without terminating the Contract and without prejudice to any other right the Owner may have. The Owner may recover any and all costs related to such Work and deduct the value of such Work from the Contract amount. In the event the total costs related to such Work performed by others, or other costs associated with compliance with the Contract Documents, exceeds the available funds remaining in the Contract, the Owner shall have the right to recover said funds from the Contractor.

Section 11.04 - Suspension of Work

- A. Should the Owner determine that conditions exist such that it becomes necessary to suspend performance of all or any part of the Work, the Owner, at its sole discretion, shall issue to the Contractor a Suspend Work Order. Upon receipt of the order, the Contractor shall immediately comply with its

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terms and take reasonable steps to protect the Work covered by the order during the period of work suspension. The order shall contain the reason or reasons for suspension which may include, but is not limited to, latent field conditions, substantial program revisions, acquisition of rights of way or real property, financial crisis, labor disputes, civil unrest, expired insurance, court order, public health emergency or acts of God.

- B. Upon receipt of a Suspend Work Order, the Contractor shall, as soon as practicable, cease performance of the Work as ordered and take immediate affirmative measures to protect such Work from loss or damage.
- C. The Contractor specifically agrees that such suspension of the Work shall not increase the cost of the Work. However, to the extent that the suspension of the Work is through no fault of the Contractor, the Owner may consider requests for compensation provided that the Contractor complies with General Conditions Article 10 – Claims and Disputes.
- D. The date of Substantial Completion of the Work may be extended by Change Order to compensate the Contractor for the time lost by the suspension.
- E. The Owner may terminate the Suspend Work Order by a written direction to the Contractor or through the issuance of a Resume Work Order, or may invoke any other provision of General Conditions Article 11 – Termination or Suspension.

Section 11.05 – Stoppage of Work

- A. Should the Contractor fail to comply with the terms of the Contract, including but not limited to the insurance requirements of the Contract, the Owner may at any time, in its sole discretion, issue a Stop Work Order requiring the Contractor to stop all or any part of the Work. Upon receipt of the order, the Contractor shall immediately comply with its terms and take reasonable steps to protect the Work covered by the order during the period of work stoppage. The Owner, at its option, shall either:
 - 1. Cancel the Stop Work Order after the Contractor has successfully remedied the cause of the Stop Work Order; or
 - 2. Invoke any other provision of General Conditions Article 11 – Termination or Suspension.
- B. The Contractor shall not be entitled to an increase in time or costs as a result of the Stop Work Order. Owner may, in its sole discretion, consider requests for an increase in time or costs provided that the Contractor complies with General Conditions Article 10 – Claims and Disputes.

ARTICLE 12 -- BENEFICIAL OCCUPANCY

Section 12.01 - Occupancy Prior to Substantial Completion

- A. If, before Substantial Completion, the Owner desires Beneficial Occupancy of any part of the Work, the Owner shall have the right to do so, and the Contractor shall in no way interfere with or object to Beneficial Occupancy. Payment for operational costs of Project systems for the part of the Work subject to Beneficial Occupancy from the time of Beneficial Occupancy to Substantial Completion shall be borne by the Owner, unless otherwise specified by the Contract.
- B. Said Beneficial Occupancy (1) shall not constitute acceptance of space, systems, materials, or elements of the Work and (2) shall not affect the obligations of the Contractor for Work which is not in

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accordance with the requirements of the Contract or other obligations of the Contractor under the Contract.

The Contractor shall continue the performance of the Work in a manner that shall not unreasonably interfere with said use, occupancy, and operation by the Owner.

ARTICLE 13 -- INSPECTION

Section 13.01 - Access to the Work

The Owner shall at all times have access to the Work and the Contractor shall provide proper facilities for access. If the Contractor schedules or performs any Work on a day or at a time which results in a Dormitory Authority employee assigned to the Project receiving overtime compensation or an additional charge to the Dormitory Authority from an Other Contractor for such Work, the Dormitory Authority, in its sole and exclusive discretion, may deduct such overtime compensation and such additional charge from moneys due the Contractor. If the Contractor intends to schedule any Work, including but not limited to any testing or inspection, outside the regular operating hours for the Project, the Contractor must provide the Owner and any Other Contractor involved in such Work at least fifteen (15) calendar days written notice of the scheduled date for such Work. The Owner, in its sole and exclusive discretion, may reduce the required number of days of notice for one or more occasions by written notice to the Contractor and to any involved Other Contractors.

Section 13.02 - Notice for Testing and Inspection

If the Contract Documents, the Owner's instructions, laws, rules, ordinances, or regulations require that any Work be inspected or tested, the Contractor shall give the Owner a minimum of five (5) calendar days, unless otherwise specified, written notice of readiness of the Work for inspection or testing and the date fixed for said inspection or testing.

Section 13.03 - Reexamination of Work

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

Section 13.04 - Inspection of Work

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

Section 13.05 - Defective or Damaged Work

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

Section 13.06 – Testing of Work

All materials and equipment used in the Work shall be subject to testing in accordance with accepted standards to establish conformance with the Contract Documents and suitability for intended use or as directed by the Owner. Any Work covered or concealed without the approval or consent of the Owner, shall be uncovered for examination. No testing by the Owner or by a testing laboratory on behalf of the Owner relieves the Contractor of the responsibility to maintain quality control of materials, equipment, and installation to conform to the requirements of the Contract Documents. The Owner may order additional testing for any test results below specified minimums, above specified maximums or otherwise unacceptable. Additional cost for testing, professional services and any other expenses related to the additional testing shall be at the Contractor's expense. The Owner may deduct such costs from moneys due the Contractor.

Section 13.07 - Final Completion

No previous inspection shall relieve the Contractor of the obligation to perform the Work in accordance with the Contract. No payment, either partial or full, by the Owner to the Contractor shall excuse any failure by the Contractor to comply fully with the Contract Documents. The Contractor shall remedy all defects and deficiencies at the Contractor's expense, paying the cost of any damage to other Work, the work of Other Contractors and the property of the Owner or Client. No Work is completed and accepted until the Owner issues the Notice of Contract Completion and Acceptance. Contract Completion and Acceptance is limited to the Work described in the Notice of Contract Completion and Acceptance.

Section 13.08 - Guarantee

The Contractor shall, in all respects, guarantee the Work to the Owner and be responsible for all material, equipment, and workmanship of the Work. The Contractor shall forthwith repair, replace or remedy in a manner approved by the Owner, at the Contractor's expense, any material, equipment, workmanship, or other part of the Work found by the Owner to be defective or otherwise faulty and not in compliance with the Contract Documents, which defect or fault appears during the minimum period of one (1) year, or such longer period as may be prescribed by the Contract, from the date of Substantial Completion determined by the Owner. For items of Work performed after the date of Substantial Completion, the minimum period of one (1) year in the preceding sentence shall begin with the date of Physical Completion. The Contractor shall also pay for any damage to the Work, any damage to the work of Other Contractors and any damage to the property of the Owner or Client resulting from said defect or fault.

ARTICLE 14 -- PROTECTION OF PERSONS AND PROPERTY

Section 14.01 – Site Safety and Protection

- A. The Contractor and each Subcontractor shall comply with all applicable rules, regulations, codes, and bulletins of the New York State Department of Labor and to the standards imposed under the Federal Occupational Safety and Health Act of 1970, as amended. The Contractor and each Subcontractor shall comply with all Client safety requirements. The Contractor and each Subcontractor shall comply with

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all City of New York safety requirements for Projects within the City of New York constructed in accordance with the Building Code of the City of New York.

- B. The Contractor and each Subcontractor, and only the Contractor and each Subcontractor, shall be responsible for the initiation, maintenance and supervision of safety precautions and programs in connection with the Work and the Contractor shall require each Subcontractor to initiate, maintain and supervise its own safety precautions and programs for any portion of the Work for which the Subcontractor is responsible and to generate safety reports for days when safety inspections occur. The Contractor shall prepare and submit to the Owner a written safety plan for the Site showing how all safety requirements of applicable law and the Contract will be implemented for the duration of the Contract. The Contractor shall designate a responsible person at the Site whose duties shall include maintaining site safety pursuant to OSHA and any other applicable requirements including NYS EO 202, conducting weekly tool box meetings with its workers, implementing the Site safety plan and providing the Owner with a copy of such meeting minutes.
- C. The Owner shall provide the Contractor with copies of the Owner's safety orientation booklet. The Contractor shall provide a copy to each of its workers and to each worker of its Subcontractors prior to each worker starting Work. The Contractor shall maintain documentation that each worker received a copy of the Owner's safety orientation booklet prior to the worker starting Work.
- D. The Contractor and each Subcontractor shall, at all times: (1) guard the Owner's property from damage or loss in connection with the Work; (2) guard and protect the Contractor's Work and adjacent property; (3) replace or make good any said loss or damage unless said loss or damage is caused directly by the Owner; and (4) guard the lives and health of all persons on and in the vicinity of the Site.
- E. The Contractor and each Subcontractor shall protect all adjoining property and shall repair or replace any said property damaged or destroyed during the progress of the Work.
- F. The Contractor is responsible for ensuring that each Subcontractor executes the Subcontractor's obligations in this General Conditions Section 14.01.

Section 14.02 - Protection of Work

- A. The Contractor shall be responsible for the safety, efficiency and adequacy of the Contractor's Work, plant, appliances, and methods, and for any damage which may result from the failure or the improper construction, maintenance, or operation of such Work, plant, appliances, and methods.
- B. The Contractor shall have full responsibility to protect and maintain all materials on and off site in proper condition and forthwith repair, replace and make good any damage thereto until Physical Completion. The Contractor shall maintain an inventory of all materials for the Project that are delivered to the Site or approved for off-site storage facilities pursuant to General Conditions Section 8.01 G. All tools, spare parts, extra materials, attic stock and similar items delivered by the Contractor after Physical Completion shall be in proper condition and Contractor shall forthwith repair, replace, and make good any damage thereto until the later of Contract Completion and Acceptance or the expiration of one year from delivery.
- C. The Contractor shall immediately report any loss, theft, burglary, vandalism, or damage of materials or installed work to the Owner by phone and email as soon as it is discovered. If vandalism, theft, or burglary is suspected as the cause of the loss, the Contractor shall notify Site security personnel and the municipal police, protect the place of the loss until released from protection by the Owner, and insure that no potential evidence relating to the loss is removed from the place of the loss.

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- D. Any insurance claim alleging damage to the Work shall be submitted to the Owner pursuant to General Conditions Section 10.03.
- E. A claim for damage to the Work shall include the following in addition to the requirements of General Conditions Section 10.03:
 - 1. A copy of a police report (if applicable).
 - 2. A complete inventory of damages or lost items including:
 - a. Description of each item.
 - b. Purchase date and proof of delivery of each item.
 - c. Supplier from whom purchased.
 - d. Serial number (if applicable).
 - e. Price of each item.
 - 3. The name, address and telephone number of the person who controlled the lost or damaged items immediately before the loss or damage.
 - 4. The name, address and telephone number of the person who discovered the loss or damage.
 - 5. A written description of how the loss or damage occurred.
- F. The Owner may deny any claim from the Contractor under this General Conditions Section 14.02 if all items required by this General Conditions Section 14.02 are not provided or are not satisfactory to the Owner.

Section 14.03 - Protection of Lives and Health

- A. The Contractor and each Subcontractor shall be responsible for the safe performance of the Work and their Means and Methods of Construction and for any injury or loss that shall occur from a failure to meet such responsibility.
- B. The Contractor shall, within twenty-four (24) hours, notify the Owner and each Subcontractor shall, within twenty-four (24) hours, notify the Contractor of any incident, accident, illness, or injury that occurred on the Project Site. The Contractor shall follow-up and provide the Owner with a copy of Form C-2, Employers Report of Injury/Illness within twenty-four (24) hours of any incident, accident, illness, or injury, a copy of the recorded OSHA Log and any and all reports and statements pertaining to such incident, accident, illness, or injury.
- C. The Contractor and each Subcontractor shall maintain a record of all cases of death, illness or injury requiring medical attention, hospitalization, or causing loss of time from work, arising out of and in the course of performance of Work of the Contract.
- D. The Contractor and each Subcontractor shall preserve and safeguard the area of any incident, accident, illness, or injury where the person required emergency medical treatment. The Contractor shall secure

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the area and not allow any material object or property to be altered, changed, moved, or removed from the area and post a person at the area to protect it. Safeguarding and protecting the area shall only be abandoned by the Contractor upon release by the Owner. The Contractor shall provide the Owner, within twenty-four (24) hours, a list of witnesses which includes the full name, home address, occupation and telephone number of each person and all maintenance records, tool box meeting records and daily reports reflecting the work performed on the day of the incident. The Contractor shall provide, within twenty-four (24) hours of learning of the actual or potential existence of any other witnesses, the Owner with updated information which includes the full name, home address, occupation, and telephone number of each additional witness.

- E. If, in the performance of the Work, a harmful hazard is created for which appliances or methods of elimination have been approved by regulatory authorities, the Contractor shall install, maintain, and operate said appliances or methods.
- F. The Contractor and each Subcontractor shall provide, in accordance with the terms of the relevant insurance policies and, as soon as practicable, within five (5) calendar days, written notice to each of its liability insurers (primary, excess and umbrella) of any such incident, accident, illness, injury, or death on the Project Site on behalf of itself, the Owner, the Client, and the Construction Manager. This provision does not remove the obligation of each insured to provide notice to its liability insurers. The Contractor and each Subcontractor shall provide to the Owner, the Client and the Construction Manager, a copy of such notice at the time such notice is given to each insurer as well as confirmation of receipt of such notice by each insurer.
- G. The Contractor is responsible for ensuring that each Subcontractor executes the Subcontractor's obligations in this General Conditions Section 14.03.
- H. Drug Testing Policy:
 - 1. The Contractor shall undertake or continue, and ensure each Subcontractor shall undertake or continue, a drug testing policy designed to maintain a safe working environment.
 - 2. The Contractor shall submit to the Owner, within seventy-two (72) hours after the date of the execution of this Contract, its drug testing policy in connection with the Project. Owner reserves the right in its sole discretion to direct that the Contractor's drug testing policy, at a minimum, contains a requirement to drug test any employee involved in an incident on the Project involving any reported bodily injury or any property damage over \$1000 in value. Owner may also require random drug testing when appropriate in accordance with law along, with certifications to Owner regarding the status of the testing.
 - 3. The Contractor shall not allow any worker or employee on a work site who is under, appears to be under, or is suspected of being under the influence of drugs or alcohol. Such employee shall not be allowed on site until drug testing has occurred and Owner has approved.
- I. Professional Conduct:
 - 1. The Contractor acknowledges and agrees that professionally appropriate conduct is a material obligation of this Contract. All employees, officers and representative of Contractor shall conduct themselves professionally in all communications in connection with the Project, including but not limited to communications with Subcontractors and other contractors.

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2. Use of abusive, threatening, vulgar or other offensive language, whether written or oral, is a breach of the obligation set forth in paragraph (1) of this section 14.03 (I).
3. Contractor will receive a warning in writing from Owner upon breach of the obligation set forth paragraph (1) of this section 14.03 (I). Contractor agrees that any subsequent breach of paragraph (1) of this section 14.03 (I) committed after receipt of the written warning is grounds for the Owner to terminate this Contract for cause, or for the Owner to avail itself of any other remedy at law.
4. The Contractor shall include the provisions set forth in paragraphs (1) and (2) of this section 14.03 (I) in every subcontract in such a manner that the requirements of these provisions will be binding upon each Subcontractor as to Work in connection with the Contract.

J. Sexual Harassment:

1. As a condition to the award of this Contract, Contractor affirms that it has implemented (i) a written policy addressing sexual harassment prevention in the workplace and that (ii) it provides or will provide annual sexual harassment training to all of its employees, both of which meet the requirements of New York law including Section 201-g of the New York State Labor Law. The policy shall equal or exceed the standards set forth by the New York Department of Labor pursuant to the model sexual harassment prevention policy in connection with New York Labor Law Section 201-g (1). The Contractor shall ensure that all its employees receive a copy of the sexual harassment prevention policy pursuant to New York law and shall provide a copy to owner upon request.
2. The Contractor shall submit to the Owner, within seventy-two (72) hours after the date of the execution of this Contract, its sexual harassment prevention policy. The Owner may direct Contractor to revise its sexual harassment prevention policy to the extent that the Owner determines that the policy fails to meet the standards set forth in paragraph (1) of this section. Owner's failure to direct Contractor to revise its policy does not constitute a determination or representation that the policy satisfies New York law nor that the policy meets the standards set forth in paragraph (1) of this section.
3. The Contractor shall include the provisions set forth in paragraph (1) of this section 14.03 (J) in every subcontract in such a manner that the requirements of these provisions will be binding upon each Subcontractor as to Work in connection with the Contract.

K. Failure of the Contractor to comply with provisions of this General Conditions Section 14.03 shall be deemed a material breach of Contract and the Owner may impose a payment penalty on the Contractor for any act of non-compliance. The payment penalty shall not exceed one twentieth (1/20) of the contract price or a maximum of One Thousand Dollars (\$1,000) for each time the Contractor fails to perform or to provide the information, reports, forms, etc. required in this General Conditions Section 14.03. This payment penalty is not exclusive; the Owner may avail itself of any other contractual remedy available.

Section 14.04 - Risks Assumed by the Contractor

The Contractor agrees that each duty set forth in this General Conditions Section 14.04 is separate, distinct, and independent from the other duties in this General Conditions Section 14.04.

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- A. To the fullest extent permitted by law, the Contractor solely assumes the following distinct and several risks whether said risks arise from acts or omissions, whether supervisory or otherwise, of the Owner, of the Client, of any Subcontractor, of third persons or from any other cause, including unforeseen obstacles and difficulties which may be encountered in the performance of the Work, whether said risks are within or beyond the control of the Contractor and whether said risks involve any legal duty, primary or otherwise, imposed upon the Owner or Client, regardless of the presence or absence of culpable conduct on the part of the Contractor, excepting only risks which arise from faulty designs as shown by the Drawings and Specifications or from the percentage of negligence attributed to the Owner, the Client or the Construction Manager or the Owner's, Client's or Construction Manager's members, officers, representatives or employees that caused the loss, damage or injuries hereinafter set forth:
1. To the fullest extent permitted by law, the risk of loss or damage, including direct or indirect damage or loss, of whatever nature to the Work or to any plant, equipment, tools, materials or property furnished, used, installed or received by the Owner, the Construction Manager, the Contractor or any Subcontractor, materialman or worker performing services or furnishing materials for the Work regardless of the presence or absence of any culpable conduct on the part of the Contractor, excepting only risks which arise from the percentage of negligence attributed to the Owner, Client or Construction Manager or the Owner's, Client's or Construction Manager's members, officers, representatives or employees that caused the loss or damage. The Contractor shall bear said risk of loss or damage until Physical Completion or until completion or removal of said plant, equipment, tools, materials or property from the Site and the vicinity thereof, whichever event occurs last. In the event of said loss or damage, the Contractor immediately shall repair, replace, or make good any said loss or damage.
 2. To the fullest extent permitted by law, the risk of claims, just or unjust, by third persons against the Contractor, the Owner, the Client, or the Construction Manager on account of wrongful death, bodily injuries and property damage, direct or consequential, loss or damage of any kind whatsoever arising out of or alleged to arise out of or as a result of or in connection with the performance of the Work by the Contractor or any Subcontractor, whether actually caused by or resulting from the performance of the Work, or out of or in connection with the operations of the Contractor or any Subcontractor or presence at or in the vicinity of the Site of the Contractor or any Subcontractor, regardless of the presence or absence of any culpable conduct on the part of the Contractor. The Contractor shall bear the risk for all deaths, injuries, damages or losses sustained or alleged to have been sustained prior to Physical Completion of the Work excepting only the percentage of negligence attributed to the Owner, Client or Construction Manager or the Owner's, Client's or Construction Manager's members, officers, representatives or employees that caused the deaths, losses, damages or injuries, regardless of the presence or absence of any culpable conduct on the part of the Contractor. The Contractor shall bear the risk for all deaths, injuries, damages, or losses sustained or alleged to have been sustained after Physical Completion resulting from the Contractor's negligence or alleged negligence.
 3. To the fullest extent permitted by law, the Contractor assumes entire responsibility and liability for any and all damage or injury of any kind or nature whatsoever, including death resulting therefrom, to all persons, whether employees of the Contractor or otherwise, and to all property, arising out of or alleged to arise out of or as a result of or in connection with the performance of the Work by the Contractor or any Subcontractor, whether actually caused by or resulting from the performance of the Work, or out of or in connection with the Contractor's or any Subcontractor's operations or presence at or in the vicinity of the Site, regardless of the presence or absence of any culpable conduct on the part of the Contractor. If any person shall make said claim for any damage or injury, including death resulting therefrom, or any alleged breach of any statutory duty or obligation on

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the part of the Owner, the Client, Construction Manager, or any of the servants and employees of the Owner, Client or Construction Manager, the Contractor shall indemnify and hold harmless the Owner, the Client, the Construction Manager, and any of such servants and employees, for any and all loss, damage or injury that the Owner, the Client Construction Manager, or any such servants and employees, may sustain as the result of any claim, provided however, the Contractor shall not be obligated to indemnify and hold harmless the Owner, the Client Construction Manager, and any such servants and employees for their own negligence, if any. In the event that any negligence is attributed to the Owner, Client, Construction Manager or any such servants or employees, then that particular entity or person shall be indemnified and held harmless for all of its liability minus the percentage of negligence attributed to that particular entity or person.

4. Notwithstanding any contrary provision of the Contract, and to the fullest extent permitted by law, the Contractor shall, within ten (10) calendar days of notice from the Owner, Client or Construction Manager, assume the obligation to defend and represent the Owner, the Client, the Construction Manager, and any of the servants and employees of the Owner, Client or Construction Manager, with counsel selected by the Owner, in all claims by third parties arising out of or alleged to arise out of or as a result of or in any way associated with the duties, obligations or requirements of the Contractor or any Subcontractor pursuant to the Contract, or the presence of the Contractor or any Subcontractor on the Site. This obligation to defend applies immediately and is separate and independent of and distinct from the enforceability of any obligation of Contractor or any Subcontractor to indemnify or hold harmless the Owner, the Client, the Construction Manager and the servants or employees of the Owner, Client, and Construction Manager. The Contractor's obligation to defend includes, but is not limited to, payment of any legal fees associated with defending the Owner, the Client, the Construction Manager and any such servants and employees, all costs of investigation, expert evaluation, and any other costs. If the Contractor fails to so defend and represent the Owner, the Client, the Construction Manager, or any such servants and employees with counsel selected by the Owner, the Owner may proceed to defend and represent itself, the Client, the Construction Manager and any such servant and employee with counsel selected by Owner. Contractor shall make payment of the selected counsel's fees and expenses and all other defense costs incurred by Owner immediately upon receipt of Owner's demand.
- B. The Contractor's obligations under this General Conditions Article shall not be deemed waived, limited or discharged by the enumeration or procurement of any insurance for liability for damages. The Contractor shall notify its insurance carrier within twenty-four (24) hours after receiving a written notice of loss or damage or claim from the Owner, the Client, or the Construction Manager. The Contractor shall make a claim to its insurer specifically under the provisions of the contractual liability coverage and any other coverage afforded the Owner, the Client or Construction Manager including those of being a named insured or an additional insured where applicable.
- C. Neither Contract Completion and Acceptance of the Work nor making any payment shall release the Contractor from the Contractor's obligations under this General Conditions Article. The enumeration elsewhere in the Contract of particular risks assumed by the Contractor or of particular claims for which the Contractor is responsible shall not be deemed to limit the effect of the provisions of this General Conditions Article or to imply that the Contractor assumes or is responsible for only risks or claims of the type enumerated; and neither the enumeration in this General Conditions Article nor the enumeration elsewhere in the Contract of particular risks assumed by the Contractor or particular claims for which the Contractor is responsible shall be deemed to limit the risks which the Contractor would assume or the claims for which the Contractor would be responsible in the absence of said enumerations.

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- D. Notwithstanding any provision of the Contract to the contrary, and to the fullest extent permitted by law, if the Contractor does not fulfill one or more of Contractor's obligations under General Conditions Articles 14 and 15 to defend, indemnify, hold harmless, and procure insurance for the Owner, Client and Construction Manager, and the Owner, Client or Construction Manager commences a court action to enforce one or more of the Contractor's obligations to defend, indemnify, hold harmless and procure insurance for the Owner, Client and Construction Manager, the Contractor, in addition to its other obligations, shall pay the costs of the Owner, Client and Construction Manager to bring and prosecute the court action, including but not limited to attorney and consultant fees, expenses and court fees. If the Owner, Client, or Construction Manager commences a court action against an insurance company to obtain coverage under an insurance policy which the Contractor represented would provide coverage to the Owner, Client or Construction Manager, the Contractor, in addition to its other obligations, shall pay the costs of the Owner, Client, and Construction Manager to bring and prosecute the court action, including but not limited to attorney and consultant fees, expenses, and court fees.

ARTICLE 15--INSURANCE AND BONDS

Section 15.01 - General Provisions

- A. The Contractor and Subcontractors shall not violate, or permit to be violated, any term or condition of their insurance policies, and shall at all times satisfy the safety requirements of the Owner and of the insurance companies issuing such policies.
- B. The Contractor and Subcontractors shall maintain in force all insurance required to be procured by them under this Contract until issuance of the Notice of Physical Completion by the Owner except where this Contract requires an insurance policy to be maintained for a period beyond issuance of the Notice of Physical Completion in which case the Contractor and Subcontractors shall maintain such insurance policy in force for the specified period beyond issuance of the Notice of Physical Completion.
- C. All insurance required to be procured and maintained by the Contractor and Subcontractors under this Contract shall be procured from insurance companies licensed to do business in the State of New York by the NYS Department of Financial Services and rated at least A- by A.M. Best and Company, or meet such other requirements as are acceptable to the Owner in its sole and exclusive discretion.
- D. All insurance policies required to be procured and maintained by the Contractor and Subcontractors under this Contract shall include a provision or endorsement that the policy shall not be canceled, materially changed, or not renewed without at least thirty (30) calendar days written notice to the Owner except for non-payment in which case notice to the Owner shall be provided as required by law.
- E. All insurance policies required to be procured and maintained by the Contractor and Subcontractors under this Contract shall include a provision or endorsement that at least thirty (30) calendar days prior to the expiration of the policy, evidence from the carrier of renewal or replacement of the policy by the carrier, with terms and limits no less favorable than the expiring policy, or written notice from the carrier that the policy will not be renewed or replaced by the carrier, shall be delivered to the Owner.
- F. All insurance policies required to be procured and maintained by the Contractor and Subcontractors under this Contract shall be written on an occurrence basis except where this Contract explicitly allows otherwise.
- G. All insurance policies required to be procured and maintained by the Contractor and Subcontractors under this Contract shall include a provision or endorsement that the Owner and the Client shall not be responsible for any claim expenses and loss payments within the deductible or the self-insured retention

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and that the Contractor or Subcontractor shall be solely responsible for all claim expenses and loss payments within the deductible or self-insured retention. At any time this Contract requires the Contractor or any Subcontractor to maintain an insurance policy, the Owner may require the Contractor or any Subcontractor to provide proof, acceptable to the Owner in its sole discretion, that the Contractor or Subcontractor has assets or security sufficient to satisfy all deductible or self-insured obligations under such insurance policy for which the Contractor or Subcontractor may be liable under the claims pending or reasonably possible against the Contractor or Subcontractor at the time the Owner requires the proof. A failure of the Contractor or Subcontractor to provide such proof is a failure of the Contractor or Subcontractor to maintain the insurance required by the Contract or to provide the Owner with evidence of valid and in-force insurance coverage required by the Contract for purposes of General Conditions Section 15.05.

- H. All insurance policies required to be procured and maintained by the Contractor and Subcontractors under this Contract shall include a provision or endorsement that there shall be no right of subrogation against the Owner, Client, or Construction Manager. If any of the Contractor's policies or any of the policies of any Subcontractor prohibit such a waiver of subrogation, the Contractor or Subcontractor shall secure the necessary permission to grant this waiver of subrogation. Any and all such permission shall be confirmed by a manuscript endorsement to the relevant insurance policy or policies and a certified copy of the endorsement shall be provided to the Owner and Construction Manager.
- I. Each liability and protective liability insurance policy required to be procured and maintained by the Contractor and Subcontractors under this Contract shall include a provision or endorsement that the coverage afforded the Owner, Client and Construction Manager under such policy shall be primary and non-contributory and that such policy shall be primary to any other insurance policy maintained by the Owner, by the Client or by the Construction Manager. Any other insurance policy maintained by the Owner, by the Client or by the Construction Manager shall be in excess of and shall not contribute with the Contractor's or Subcontractor's insurance policy, regardless of the "other insurance" clause contained in the Owner's, Client's or Construction Manager's own policy of insurance or the Contractor's or Subcontractor's insurance policies.
- J. Any other Contract Document, including but not limited to the Information for Bidders, but excluding Change Orders, may require any of the Contractor and Subcontractors to provide at its or their expense any other form or limit of insurance necessary to secure the interests of the Owner or Client.
- K. Notwithstanding any other provision of the Contract, the Owner, in a Change Order or Contract Amendment, may require the Contractor and any or all Subcontractors to provide, at the expense of the Owner, any other form or limit of insurance in addition to the insurance requirements of the original Contract necessary to secure the interests of the Owner, Client, or Construction Manager.
- L. Neither the procurement nor the maintenance of any type of insurance by the Owner, the Client, the Contractor or the Construction Manager shall in any way be construed or deemed to limit, discharge, waive or release the Contractor or any Subcontractor from any of the obligations or risks accepted by the Contractor and Subcontractors or to be a limitation on the nature or extent of said obligations and risks or to be a limitation of any obligation to defend, indemnify, hold harmless and procure insurance for the Owner, Client and Construction Manager.
- M. All provisions of General Conditions Article 14 - Protection of Persons and Property and General Conditions Article 15 – Insurance and Bonds are to the fullest extent permitted by law. One purpose of this Contract is to allocate, to the fullest extent permitted by law, all risk of loss to the Contractor, each Subcontractor, and the insurers of each. Each insurance company from which Owner or Client

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has directly purchased an insurance policy is a third-party beneficiary of the Contractor's and each Subcontractor's obligations to procure insurance.

- N. Contractor is responsible for ensuring that each Subcontractor obtains and maintains in the required amount each type of insurance policy required by this Contract and that such insurance policy provides the Owner, Client and Construction Manager with the coverage required by this Contract.
- O. Contractor agrees and acknowledges that, because the Contractor (and not the Owner or Client) is responsible for performance of the duties and obligations set forth in this Contract for completion of the Project, the Contractor, through the use of insurance, intends to allocate all losses to such insurance to protect itself and the Owner and Client.

Section 15.02 - Submission of Insurance

- A. Owner will not execute the Contract unless the Contractor shall submit to the Owner or the Owner's designee proof of insurance in such forms as requested and deemed acceptable by the Owner, indicating the Project, and showing evidence of all insurance required under the Contract. Upon the Owner's request, the Contractor shall provide a copy of each insurance policy required by the Contract certified by the insurance carrier as a true and complete copy. The Owner may request such a certified copy of a policy at any time and may make such requests as often as the Owner, in its sole and exclusive discretion, deems necessary. Each request may be for a certified copy of one or more policies. In addition, the Contractor shall provide copies of certificates of insurance to the Construction Manager, if applicable. Certificates of insurance, notwithstanding anything to the contrary contained on the Certificate of Insurance, when submitted to the Owner, constitute a warranty by the Contractor and its insurance agent or broker, that the insurance coverage described is in effect for the policy term shown.
- B. The Contractor shall submit to the Owner or Owner's designee insurance certificates (Accord 25, or equivalent as determined by the Owner), copies of declaration pages, schedules of forms and endorsements, copies of all named insured endorsements, all endorsements of the policy granting coverage to the Owner, Client, and Construction Manager, and such other documents requested by the Owner as proof of insurance for the Contractor. All insurance submittals must be approved by the Owner or the Owner's designee prior to the Contractor's commencement of Work.
- C. Upon the Owner's request, the Contractor shall submit to the Owner or Owner's designee proof of insurance for one or more Subcontractors, in such forms as requested and deemed acceptable by the Owner, indicating the Project, and showing evidence of all insurance required under the Contract. Upon the Owner's request, the Contractor shall provide a copy of each insurance policy of the Subcontractor or Subcontractors required by the Contract and certified by the insurance carrier as a true and complete copy. The Owner may request such a certified copy of a policy at any time and may make such requests as often as the Owner, in its sole and exclusive discretion, deems necessary. Each request may be for a certified copy of one or more policies for one or more Subcontractors. In addition, the Contractor shall provide copies of certificates of insurance to the Construction Manager, if applicable. Certificates of insurance of the Subcontractors, notwithstanding anything to the contrary contained on the Certificate of Insurance, when submitted to the Owner by the Contractor, constitute a warranty by the Contractor, the Subcontractor and the Subcontractor's insurance agent or broker, that the insurance coverage described is in effect for the policy term shown.
- D. Upon request of the Owner made any time after bids are opened, the Contractor shall submit insurance certificates (Accord 25 and 855, or equivalent as determined by the Owner), copies of declaration pages, schedules of forms and endorsements, copies of all named insured endorsements, all endorsements of the policy granting coverage to the Owner, Client, and Construction Manager, and such other

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documents requested by the Owner as proof of insurance for a Subcontractor. Owner may request proof of insurance for one or more Subcontractors at the same or at different times and may request proof of insurance for a particular Subcontractor as often as Owner, in its sole and exclusive discretion, determines is necessary.

Section 15.03 - Insurance Provided by Contractor

- A. Prior to award of the Contract, the Contractor shall procure, at its sole cost and expense, and shall maintain in force at all times required by this Contract all of the insurance required under this Contract. Each Subcontractor shall procure, at its sole cost and expense, prior to the Contractor submitting to the Owner the name of such Subcontractor and prior to such Subcontractor commencing performance of any of the Work, and each Subcontractor shall maintain in force at all times required by this Contract all of the insurance required under this Contract. The insurance that the Contractor and each Subcontractor shall procure and maintain under this Contract includes, but is not limited to, the following:
1. Workers' Compensation (including occupational disease) and Employer's Liability insurance. Full New York State Workers' Compensation and Employer's Liability coverage shall be provided and evidenced by one of the following certificates (**Acord certificates are not acceptable**):
 - a. C-105.2 (September '15, or most current version) - Certificate of NYS Workers' Compensation Insurance Coverage. The insurance carrier shall provide a completed form as evidence of in-force coverage.
 - b. U-26.3 – (or any replacement) NYS Insurance Fund Certificate of Workers' Compensation Coverage. The NYS Insurance Fund shall provide a completed form as evidence of in-force coverage.
 - c. GSI-105.2(2/02 or most current version) - Certificate of Participation in Workers' Compensation Group Board-approved self-insurance. The NYS Workers' Compensation Board's Self Insurance Office or the Contractor's Group Self Insurance Administrator shall provide a completed form.
 - d. SI-12 (5/09 or most current version) Affidavit Certifying That Compensation Has Been Secured. The NYS Workers' Compensation Board's Self Insurance Office or the Contractor's Self Insurance Administrator shall provide a completed form.
 2. Disability Benefits insurance. Full New York State Disability Benefits coverage for the benefit of such employees as are required to be covered by the New York State Disability Benefits Law shall be provided and evidenced by one of the following certificates:
 - a. DB-120.1 (September 15, or most current version) - Certificate Of Insurance Coverage Under the NYS Disability Benefits Law.
 - b. DB-155 (9/16) – Compliance with Disability Benefits Law. The NYS Workers' Compensation Board's Self Insurance Office shall provide a completed form.
 - c. CE 200 Certificate of Attestation of Exemption. (Note: this form will only be accepted as evidence of an exemption from providing Disability Benefits insurance as required by law. The Dormitory Authority of the State of New York will not accept this as an exemption from providing Worker's Compensation Insurance.) The Certificate may be obtained from the NYS

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Workers Compensation Board's website at <http://www.web.state.ny.us>. The CE 200 cannot be used for multiple projects; therefore, a new form shall have to be completed prior to award of any subsequent contract.

3. Commercial General Liability (CGL) insurance. The CGL insurance policy shall cover the liability of the Contractor or Subcontractor for bodily injury, property damage, and personal/advertising injury arising from performance of the Work or operations or presence at or in the vicinity of the Site of the Contract. The limits under such policy shall not be less than the following: the limit for each occurrence shall be at least \$2,000,000; the general aggregate limit shall be at least \$4,000,000; the personal and advertising injury limit shall be at least \$1,000,000; ; the Fire Damage Legal Liability shall be at least \$1,000,000; and the Products Completed Operations limit shall be at least \$4,000,000. The limits may be provided through a combination of primary and umbrella and/or excess liability policies. Coverage shall provide and encompass at least the following:
 - a. If the Contractor or Subcontractor proposes the use of a policy other than the ISO form CG 00 01 12 07, the Contractor or Subcontractor shall provide the proposed policy to the Owner which, in its sole and exclusive discretion, will determine whether the proposed policy provides equivalent coverage. The Contractor or Subcontractor shall pay Owner any attorney fees and other costs incurred by Owner in determining whether the proposed policy provides equivalent coverage. Owner will select the attorney providing advice on the proposed policy.
 - b. ISO Endorsement Forms CG 20 10 04 13 and CG 20 37 04 13, or their equivalents, specifically naming as additional insureds the Dormitory Authority, Client, any other entities as required by the Contract Documents, and if applicable, the Construction Manager and for form CG 20 37 04 13 or its equivalent, specifically listing the Project location. In the event said endorsements or equivalents are not able to be provided, the Owner may accept, at the Owner's sole discretion, CG 20 38 04 13 or its equivalent or other manuscript endorsements providing equivalent coverage.
 - c. If the Contractor or Subcontractor proposes the use of an endorsement or endorsements other than the ISO Endorsement Forms CG 20 10 04 13 and CG 20 37 04 13, the Contractor or Subcontractor shall provide the proposed endorsement(s) to the Owner or the Owner's designee which, in its sole and exclusive discretion, will determine whether the proposed endorsements provide equivalent coverage. Contractor and Subcontractor shall pay Owner any attorney fees and other costs incurred by Owner in determining whether the proposed endorsements provide equivalent coverage. Owner will select the attorney providing advice on the proposed endorsements.
 - d. Additional insured status for Owner, Client, Construction Manager and any other entities as required by the Contract Documents shall apply during the Products/Completed Operations phase as well as during the course of performance of the Work.
 - e. The policy provisions required by General Conditions Section 15.01.
 - f. Excavation, Collapse and Underground Hazards.
 - g. Independent contractors/subcontractors.
 - h. Blanket Written Contractual Liability covering all indemnity agreements, including all indemnity obligations contained in the Contract, and covering tort liability of another assumed in a contract.

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- i. Products and completed operations coverage for a term no less than three years commencing upon issuance by the Owner of the Notice of Physical Completion.
 - j. Premises liability.
 - k. Defense and/or indemnification obligations, including obligations assumed under this Contract.
 - l. Cross liability for additional insureds.
 - m. Contractor and Subcontractor means and methods.
 - n. Liability resulting from Section 240 or Section 241 of the NYS Labor Law.
 - o. ISO Endorsement CG 25 03 11 85 or its equivalent applying the policy's general aggregate limit separately to the Project.
 - p. The maximum deductible or self-insured retention shall be \$50,000.
 - q. No endorsement or provision in the policy shall exclude coverage for Owner, Client, or Construction Manager for any liability when the injured party is an employee of Contractor or any Subcontractor.
 - r. No endorsement or provision in the policy shall require privity of contract between the Owner and Subcontractor or between the Client and the Contractor or Subcontractor or between the Construction Manager and the Contractor or Subcontractor in order for the Owner, the Client, or the Construction Manager to have coverage as an insured on such insurance policy.
 - s. If the Contractor or Subcontractor must provide a Railroad Protective Liability insurance policy, the CGL exclusion for work within fifty (50) feet of railroad property must be deleted.
 - t. No endorsement or provision in the policy shall have a height limitation or exclusion.
 - u. No endorsement or provision in the policy shall have a classification exclusion with respect to work performed for the Owner, Client, and Construction Manager.
 - v. Owner, Client, and Construction Manager shall be covered for any and all liability arising out of acts or omissions of Contractor and any Subcontractor.
4. Commercial Automobile Liability insurance. The Commercial Automobile Liability insurance policy shall cover liability arising out of the use of any motor vehicle in connection with the Contract, including owned, leased, hired and non-owned vehicles bearing or, under the circumstances under which they are being used, required by the laws of NYS to bear, license plates. The policy shall have a combined single limit for bodily injury and property damage of at least \$1,000,000. The limit may be provided through a combination of primary and umbrella and/or excess liability policies. If the Contract involves the removal of hazardous waste or otherwise transporting Hazardous Materials, pollution liability coverage for covered autos shall be provided by endorsement CA 99 48 03 06 or CA 00 12 03 06 and the Motor Carrier Act Endorsement (MCS90) shall be attached to the policy.

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5. Umbrella and/or Excess Liability insurance. When the limits of the CGL, Commercial Auto Liability or Employers' Liability policies procured are insufficient to meet the limits specified in the preceding paragraphs, Commercial Umbrella or Excess Liability policies shall be procured and maintained provided, however, that the total amount of insurance coverage is at least equal to the requirements specified in the preceding paragraphs. The Commercial Umbrella or Excess Liability policies shall follow the same form as the CGL, Commercial Automobile Liability and Employers Liability insurance policies required in the preceding paragraphs. The Umbrella and/or Excess Liability policies shall be primary to any other insurance maintained by the Owner or Client or Construction Manager or any other additional insured. Any other insurance maintained by the Owner, the Client, the Construction Manager, or any other additional insured shall be in excess of and shall not contribute with the Contractor's or Subcontractor's Umbrella or Excess Liability insurance policies, regardless of the "other insurance" clause contained in the Owner's or Client's or Construction Manager's or other additional insured's own policy of insurance or the Contractor's or Subcontractor's insurance policies.
 6. The Contractor shall secure, pay for, and maintain property insurance necessary for protection against the loss of owned, borrowed or rented capital equipment and tools, including any tools owned by employees, and any tools or equipment, staging towers, and forms owned, borrowed, or rented by the Contractor. The requirement to secure and maintain such insurance is solely for the benefit of the Contractor. Failure of the Contractor to secure such insurance or to maintain adequate levels of coverage shall not render the Owner, Client and, if applicable, the Construction Manager and other entities specified as additional insureds on the sample certificate of insurance provided by the Owner in the bidding documents or their agents and employees responsible for any losses; and the Owner, Client and, if applicable, the Construction Manager and other entities specified as additional insureds on the sample certificate of insurance provided by the Owner in the bidding documents and their agents and employees shall have no such liability.
- B. Notwithstanding any other provision of the Contract to the contrary and to the fullest extent permitted by law, Contractor shall be liable for all costs and fees, including counsel fees, incurred by or on behalf of the Owner, the Client or the Construction Manager in any action brought by or against the Owner, Client or Construction Manager concerning insurance coverage owed to Owner, Client or Construction Manager by any insurer for which Contractor or any Subcontractor represented that the Owner, Client and Construction Manager would be an insured or would benefit in any way if a claim was brought against Owner, Client and Construction Manager .

Section 15.04 - Other Insurance Provided by Contractor

The Contractor and each Subcontractor shall also procure and maintain as required by General Conditions Sections 15.01 B and 15.03 A the following insurance:

- A. United States Longshore and Harbor Workers' Compensation Act and Jones Act: When, to perform the Work, the Contractor or any Subcontractor is engaged in activities on or near a shoreline or on or near the navigable waterways of the United States or when any part of the Work is connected to water related activities, the Workers' Compensation policy referenced above of the Contractor and any such Subcontractor shall be endorsed to provide Jones Act and United States Longshore and Harbor Workers' Act coverage.
- B. Contractor's Pollution Liability insurance: When the Work includes abatement, removal, repair, replacement, enclosure, encapsulation or disposal of any pollutants, which include but are not limited to, petroleum, petroleum products, mold, asbestos, lead or any other Hazardous Material, the Contractor or any Subcontractor performing Work involving any of the pollutants, shall procure and maintain in

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full force and effect pollution legal liability insurance with limits of at least \$2,000,000 providing coverage for bodily injury and property damage, including loss of use of damaged property or of property that has not been physically injured and coverage that encompasses at least the following:

1. Endorsement specifically naming as additional insureds: Dormitory Authority, the Client, and if applicable, the Construction Manager and other entities specified on the sample certificate of insurance provided by the Owner in the bidding documents.
 2. The policy provisions required by General Conditions Section 15.01.
 3. A maximum deductible or self-insured retention of \$50,000.
 4. Coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants, including any loss, cost or expense incurred as a result of any cleanup of pollutants or in the investigation, settlement or defense of any claim, suit or proceedings against the Owner, Client or Construction Manager arising from the Work.
 5. Coverage shall be provided until three years after the Owner issues the Certificate of Physical Completion.
- C. Railroad Protective Liability insurance: If any Work of the Contract is to be performed on or within fifty (50) feet of a railroad property or railroad right of way or will require entrance upon railroad property or right of way or will require assignment of a railroad employee, the Contractor shall provide and maintain a Railroad Protective Liability policy with the policy limits required by the owner(s) of the railroad. For purposes of this paragraph, a subway is a railroad. The policy form shall be ISO-RIMA or an equivalent form approved by the owner(s) of the railroad. The railroad owner(s) shall be the named insured on the policy and the definition of "physical damage to property" shall mean direct and accidental loss of or damage to all property of any named insured and all property in any named insured's care, custody, or control. If the Contractor shall provide a Railroad Protective Liability insurance policy, the Contractor and any Subcontractor performing on or within fifty (50) feet of railroad property or railroad right of way or entering railroad property or right of way or requiring assignment of a railroad employee shall have their CGL insurance policy endorsed to delete the exclusion of coverage for Work within fifty (50) feet of railroad property.
- D. Professional Liability insurance: Each of the Contractor and any Subcontractor performing any Work which involves delegation of design shall procure and maintain Error and Omissions Liability Insurance for the delegated design Work with a minimum insurance limit of not less than two (2) million dollars issued to and covering damage for liability imposed on the Contractor or Subcontractor by this Contract or law arising out of any negligent act, error, or omission in the rendering of or failure to render professional services required by this Contract. This insurance may be issued on a claims-made policy form and shall be maintained for no less than three (3) years after issuance by the Owner of the Notice of Physical Completion. The policy, at the sole expense of the Contractor or Subcontractor, shall have extended Discovery Clause coverage of at least three (3) years after issuance by the Owner of the Notice of Physical Completion if the policy is cancelled or not renewed. The maximum deductible or self-insured retention is \$100,000.
- E. Unmanned Aircraft System (UAS) Insurance: Any Contractor or Subcontractor proposing the use of any Unmanned Aircraft System for any purpose on a Project, including but not limited to investigation, surveying, photography, inspections or observation, shall comply with all of Owner's policies and procedures regarding such use and shall provide coverage, in the form of an Unmanned Aircraft System (UAS) endorsement to the Commercial General Liability Coverage required above or Aircraft Liability

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Coverage with a minimum limit of \$1,000,000. Such coverage shall name the Owner and any required third parties as additional insureds.

- F. Marine Protection & Indemnity insurance and Hull & Machinery insurance: Each of the Contractor and any Subcontractor performing any Work on navigable water or connected to water-related activities or with marine operations, shall procure and maintain Marine Protection & Indemnity insurance and Hull & Machinery insurance. Hull & Machinery coverage shall be provided for the total value of the watercraft and equipment used in the Work on navigable water or connected to water-related activities or with marine operations. The Contractor shall obtain a Marine Protection & Indemnity Liability insurance policy for all navigable water, water-related or marine activities or operations under the Contract with a minimum limit of \$2,000,000. The Owner, the Client and, if applicable, the Construction Manager and other entities specified on the sample certificate of insurance provided by the Owner in the bidding documents shall be additional insureds on the Marine Protection & Indemnity Liability insurance policy. The Marine Protection & Indemnity Liability insurance policy shall provide coverage that encompasses at least the following:
5. The policy provisions required by General Conditions Section 15.01.
 2. A maximum deductible or self-insured retention of \$50,000.
 3. Coverage shall be provided until the Owner issues the Certificate of Physical Completion.
 4. Endorsement specifically naming as additional insureds: Dormitory Authority, the Client, and if applicable, the Construction Manager and other entities specified on the sample certificate of insurance provided by the Owner in the bidding documents.

Section 15.05 - Stop Work Order - Insurance

- A. All insurance certificates are valid for one (1) year from the date the certificate is signed/stamped, or until policy expiration, whichever is earlier. The Contractor shall be responsible to submit updated insurance certificates to the Owner or the Owner's designee thirty (30) calendar days prior to any insurance certificate expiration date.
- B. Failure of the Contractor or any Subcontractor to maintain the insurance required by the Contract or to provide the Owner or the Owner's designee with evidence of valid and in-force insurance coverage required by the Contract shall result in a Stop Work Order pursuant to General Conditions Article 11 – Termination or Suspension and/or withholding of payment to the Contractor.
- C. At any time that the coverage provisions and limits on the policies required herein do not meet the provisions and limits set forth above, the Contractor or Subcontractor shall immediately cease Work on the Project. The Contractor or Subcontractor shall not resume Work on the Project until authorized to do so by the Owner or the Owner's designee.
- D. Any delay or time lost as a result of the Contractor or Subcontractor not having proper insurance required by this General Conditions Article or not providing the Owner or the Owner's designee with evidence of valid and in force insurance required by the Contract shall not give rise to a delay Claim or any other Claim against the Owner. Further, the Contractor may be liable to other contractors for costs incurred by reason of the Contractor's or Subcontractor's failure to provide insurance.

Section 15.06 – Builder's Risk

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- A. The Owner will provide Builder's Risk insurance for all projects, except for those projects listed in paragraph B of this General Conditions Section 15.06.
1. The Owner shall, except as otherwise specified, at all times beginning with the Notice to Proceed and until Substantial Completion, procure and maintain, at the Owner's sole cost and expense, "All Risk" Builder's Risk insurance. The Contractor and Subcontractors will be covered for the Work of the Contract, except losses up to and including the deductible shall be borne by the Contractor. The Owner shall, at the Owner's sole discretion, have the power to adjust and to settle with the insurer any loss or claim under the Builder's Risk insurance. Reimbursement for loss, if any, shall be made payable to the Owner. The deductible is stated in the Information for Bidders.
 2. Coverage shall include sub limits for property in transit and for property in storage on and off the Site. Specific higher limits for transit or for storage may be available as circumstances may require upon written request by the Contractor or any Subcontractor to the Owner at least 30 calendar days before such higher limit would take effect if the request is granted. Owner in its sole and exclusive discretion may grant or deny the request for a higher limit for transit or storage. If the Owner denies the request, the Contractor or Subcontractor shall have no Claim against the Owner for any cost or damage. If the Owner grants the request, the Owner may condition the grant upon the Contractor or Subcontractor paying the additional cost for the higher limit for transit or storage.
 3. No coverage shall be provided to the Contractor or any Subcontractor under any property insurance policy of the Owner or Client which only covers completed, occupied structures.
- B. The Contractor shall procure and maintain, at its sole cost and expense, Builder's Risk insurance for all OMH, OPWDD, OASAS, NYCHA, and HTFC-GOSR projects, or when otherwise specified, as provided below.
1. The Contractor shall maintain until the date of Physical Completion, an All Risk Builder's Risk Completed Value Form insurance policy, with coverage for at least the value of the Work of the Contract except for excavation work, planting and seeding, and Work buried in the ground other than wiring and walking tunnels, but including debris removal costs and architect, engineering and other costs to evaluate damage and provide any design or other services necessary to correct or minimize damage in the event of damage to the Work covered by the policy or such higher amount of coverage as required by the Owner in this Contract. Debris removal costs shall include demolition as may be necessary by the operation of any law, ordinance, or regulation. The policy shall cover property of the Owner or Client when in the Contractor's care, custody, or control. The policy shall name as insureds the Owner, Client and Contractor and shall include such soft costs coverage for the Owner and Client as specified in this Contract. The extended coverage endorsement may include a loss deductible of \$10,000 or less. The Contractor shall bear all losses up to and including the deductible provision.
 2. Coverage shall also include sub limits for equipment, material, and other property in transit or in storage on or off the Site. Specific higher limits of coverage for property in transit or storage, at Contractor's expense, may be required by the Owner due to circumstances of the Project.

Each Builder's Risk insurance policy shall include the following endorsement:

"It is made a condition of this insurance that until the Owner issues the Notice of Physical Completion to the Contractor, occupancy of the premises shall not require consent of the insurer, nor shall such occupancy be the basis for a rate adjustment."

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3. Builder's Risk insurance policy shall name the Dormitory Authority and the Contractor Loss Payees in order of precedence, as their interests may appear and shall run until the date of Physical Completion. Policies expiring on a fixed date before Physical Completion shall be renewed not less than thirty (30) calendar days before such expiration date. Such policy shall not be changed by endorsement without the knowledge and consent of the Owner and in particular, shall provide that no notice of cancellation by the insurer shall be effective until sixty (60) calendar days after such notice is received by the Owner. If the policy is issued by a mutual insurance company, the policy shall provide that the Owner and the Client shall not be liable for any premium or assessment under the policy; the Contractor shall be responsible for all premiums and assessments.
4. The Owner may withhold the Contractor's payment for Work which is required to be insured until original binder or policies for the Builder's Risk insurance are provided to the Owner pursuant to General Conditions Section 15.06.

Section 15.07 - Bonds Provided by Contractor

- A. The Contractor shall provide the Performance Bond in an amount at least equal to 100% of the Contract sum as security for the faithful performance of the Contract. The Contractor shall also provide the Payment Bond in an amount at least equal to 100% of the Contract sum for the payment of all persons performing labor or providing materials in connection with the Work of the Contract. The Contractor shall execute the Performance Bond form and the Payment Bond form included in the Contract Documents.
- B. If at any time the Owner, in its sole and exclusive discretion, shall become dissatisfied with any surety or sureties upon the Performance Bond or the Payment Bond, or if for any other reason said bonds shall cease to be adequate security to the Owner, the Contractor shall, within five (5) calendar days after written notice from the Owner to do so, substitute an acceptable bond or bonds in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The Contractor shall pay the premiums on said bond or bonds. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond or bonds to the Owner.
- C. The surety company, on all bonds, shall be authorized to do business in the State of New York by the NYS Department of Financial Services and rated at least A- by A.M. Best and Company, or meet such other requirements as are acceptable to the Owner in its sole and exclusive discretion.

ARTICLE 16 -- GENERAL PROVISIONS of the CONTRACT

Section 16.01 - General Law Provisions

- A. This Contract and its enforcement, and any controversy arising out of or relating to the making or performance of this Contract, shall be governed by and construed in accordance with the law of the State of New York, without regard to the New York principles of conflicts-of law and except where the United States supremacy clause requires otherwise.
- B. Each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted therein and the Contract shall read and shall be enforced as though so included therein.
- C. The Contractor shall comply fully with all applicable laws, rules, and regulations, and as applicable, Building Code of New York State or Building Code of the City of New York.

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- D. The Contractor agrees that the Contract shall be deemed executory to the extent of moneys available from either: (1) the proceeds of bonds issued by the Dormitory Authority for the Contract, (2) moneys made available by the Client to the Owner for the Contract, (3) other moneys made available to the Owner from whatever source specifically for the Contract and no liability shall be incurred by the Owner beyond moneys available therefore.
- E. The relationship created by the Contract between the Owner and the Contractor is one of an independent contractor and it is no way to be construed as creating an agency relationship between the Owner and the Contractor nor is it to be construed as, in any way or under any circumstances, creating or appointing the Contractor as an agent of the Owner for any purpose whatsoever.
- F. Except as provided herein, this Contract and each and every provision hereof and thereof is for the exclusive benefit of the Parties hereto and not for the benefit of any third party. Nothing in the Contract shall create or shall give to third parties any claim or right of action against the Owner, the State of New York, the Client, or any institution at which the Work is being carried out beyond such as may legally exist irrespective of the Contract; however, it is understood that the Client is an intended third party beneficiary of the Contract for the purposes of recovering any damages caused by the Contractor.
- G. The Contractor shall not assign the Contract in whole or in part without prior written consent of the Owner. Any attempt to assign the Contract in whole or in part without prior written consent of the Owner is null and void. As a condition to consent to the assignment, the Owner shall require each proposed assignee to establish, to the satisfaction of the Owner in its sole and exclusive discretion, that the assignee is responsible and, if applicable, has the experience to perform the Work. If the Owner consents to an assignment and if the Contractor assigns all or part of any moneys due or to become due under the Contract, the instrument of assignment shall contain a clause substantially to the effect that the Contractor and assignee agree that the assignee's right in and to any moneys due or to become due to the Contractor shall be subject to all prior claims for services rendered or materials supplied in connection with the performance of the Work. The Owner reserves the right to assign this Contract in whole or in part without the consent of the Contractor. Unless otherwise agreed by the Parties hereto in a separate writing, no permitted assignment described in this Section shall relieve the assigning Party from any of its obligations under this Contract. However, the assignee may be required by the assigning Party to agree to indemnify and hold harmless the assigning Party from some or all of its obligations under this Contract.
- H. This Contract shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assignees.
- I. The Owner is exempt from the terms of fair-trade agreements for sales to the Contract.
- J. Inasmuch as the Contractor can be compensated adequately by money damages for any breach of the Contract which might be committed by the Owner, the Contractor agrees that no default, act or omission of the Owner shall constitute a material breach of the Contract entitling the Contractor to cancel or rescind the Contract or to suspend or abandon performance of the Contract; and the Contractor hereby waives any and all rights and remedies to which the Contractor might otherwise be or become entitled to because of any wrongful act or omission of the Owner saving only the Contractor's right to money damages.
- K. No action or proceeding shall lie or shall be maintained by the Contractor, nor anyone claiming under or through the Contractor, against the Owner upon any Claim arising out of or based upon the Contract, relating to the giving of notices or information.

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- L. No action or proceeding shall lie in favor of or shall be maintained by the Contractor against the Owner unless such action shall be commenced within one year after the earliest following event:
 - 1. The date the Owner executes the Notice of Physical Completion.
 - 2. Receipt, by the Owner, of the Contractor's final Application for Payment, if no Notice of Physical Completion is issued.
 - 3. The date of termination if the Owner terminates the Contract.
- M. The Owner and Contractor agree to submit to the exclusive jurisdiction of the Commercial Division, New York Supreme Court, which shall hear any dispute, Claim or controversy arising in connection with or relating to this Contract, including, but not limited to the validity, breach, enforcement, or termination thereof.
- N. No action or proceeding shall be brought against the Owner in any location other than Albany County unless the Owner specifically consents, in writing, to a change of venue.
- O. If the Contractor obtains a judgment against the Owner in any action or proceeding, the Contractor agrees to accept no more than three percent (3%) interest, per annum, on the amount of the judgment.
- P. Neither Contractor nor its Subcontractors shall place or maintain, or permit to be placed or maintained, any sign, bill, or poster on or about the Premises without the prior consent of Owner's Representative.
- Q. Each Party has reviewed and discussed this Contract with counsel and agrees that this Contract shall not be construed by applying any rule of construction providing for interpretation against the drafting Party.

Section 16.02 - Diesel Emissions Reduction

- A. The Contractor shall certify that heavy duty vehicles, as defined in the NYS Environmental Conservation Law (ECL) Section 19-0323 and Title 6 of the New York Codes Rules and Regulations, Part 248 (6 NYCRR 248), will comply with the rules, regulations and provisions pursuant to ECL Section 19-0323, and 6 NYCRR 248, which requires the use of Best Available Retrofit Technology and Ultra Low Sulfur Diesel to the extent required by law unless specifically waived by the NYS Department of Environmental Conservation (DEC). Qualification for a waiver will be the responsibility of the Contractor.
- B. Annually, as required by DEC, but no later than March 1st, the Contractor shall complete and submit directly to the Owner, via electronic mail, the Regulated Entity Vehicle Inventory Form and Regulated Entity and the Contractors Annual Report Form, found on the DEC website <http://www.dec.state.ny.gov> for vehicles used on the Project for the preceding calendar year.
- C. The Contractor shall certify to the Owner, and submit with each Application for Payment, the Contractor and Subcontractor Certifications form, which states that the Contractor agrees to comply with the provisions of General Conditions Section 16.02.

Section 16.03 – State and Federal Labor Law Provisions

- A. All applicable provisions of NYS Labor Law shall be carried out in the performance of the Work.

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- B. The Contractor specifically agrees, as required by NYS Labor Law, Sections 220 and 220-d as amended, that:
1. No worker, in the employ of the Contractor, any Subcontractor or any other person doing or contracting to do the whole or any part of the Work contemplated by the Contract shall be permitted or required to work more than eight (8) hours in any one (1) calendar day and more than five (5) days in any one week, except in the extraordinary emergencies set forth in NYS Labor Law.
 2. The wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by NYS Labor Law. Each laborer, worker or mechanic employed by the Contractor, any Subcontractor or any other person doing or contracting to do the whole or any part of the Work contemplated by the Contract shall be paid not less than the prevailing rate of wages as defined by NYS Labor Law and shall be provided not less than the supplements as required by NYS Labor Law.
 3. The minimum hourly rate of wage to be paid and supplements provided shall be not less than that required by the NYS Labor Law and as shall be designated by the Commissioner of Labor of the State of New York.
 4. The Contractor and all Subcontractors shall post in a prominent and accessible place on the Site, a legible statement of all minimum wage rates and supplements to be paid or provided for the various classes of workers engaged in the performance of the Work and all deductions, if any, required by law to be made from unpaid wages actually earned by any worker so engaged.
 5. The Contractor and all Subcontractors shall provide each worker a written notice of the prevailing wage rate for each of the worker's particular job classifications on each pay stub and, as required by the NYS Labor Law, written notice that includes the telephone number and address for the Department of Labor and a notice informing all workers of their right to contact the Department of Labor if a worker is not receiving the proper prevailing rate of wages and/or supplements for a worker's particular job classification.
 6. The Contractor shall be responsible for obtaining prevailing wage rate updates directly from the NYS Department of Labor, either by accessing its website <http://www.labor.state.ny.us> or a written request to the Bureau of Public Works.
- C. The minimum wage rates, if any, specified for apprentices shall apply only to persons working with the tools of the trade which such persons are learning under the direct supervision of journeyman mechanics as an individual registered in an apprenticeship program which is duly registered with the Commissioner of Labor of the State of New York in conformity with the NYS Labor Law. Except as otherwise required by law, the number of apprentices in each trade or occupation employed by the Contractor or any Subcontractor shall not exceed the number permitted by the applicable standards of the NYS Department of Labor, or, in the absence of such standards, the number permitted under the usual practice prevailing between the unions and the employers' association of the respective trades or occupations.
- D. All workers of the Contractor and all Subcontractors shall be paid in accordance with the provisions of the NYS Labor Law. The Contractor and all Subcontractors shall submit to the Owner original copies of the Contractor and Subcontractor Certifications form and Certified Payroll forms in accordance with payment procedures and otherwise upon request. The Contractor and all Subcontractors shall prepare and keep original payrolls or transcripts thereof in compliance with NYS Labor Law Section 220, subdivision 3-a, and shall file transcripts of such payrolls with the Owner as required by NYS Labor

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Law Section 220, subdivision 3-a. Filing the transcripts of such payrolls with the Owner as required by NYS Labor Law Section 220, subdivision 3-a is a condition precedent to payment of any sums due and owing Contractor or any Subcontractor for Work performed upon the Project.

- E. The Contractor agrees that, in case of underpayment of wages to any worker engaged in the Work by the Contractor or any Subcontractor, the Owner shall withhold from the Contractor out of payments due an amount sufficient to pay such worker the difference between the wages required to be paid under the Contract and the wages actually paid such worker for the total number of hours worked, and that the Owner may disburse such amount so withheld by the Owner for and on account of the Contractor to the worker to whom such amount is due. The Contractor further agrees that the amount to be withheld pursuant to this paragraph may be in addition to the amounts and percentages to be retained by the Owner pursuant to other provisions of the Contract.
- F. Pursuant to subdivision 3 of Section 220 and Section 220-d of the NYS Labor Law the Contract shall be forfeited and no sum paid for any Work done thereunder upon a Contractor's or Subcontractor's second conviction for willfully paying or providing less than:
 - 1. The stipulated wage scale or supplement as established by the fiscal officer.
 - 2. The stipulated minimum hourly wage scale and supplements as designated by the Commissioner of Labor of the State of New York.
- G. If the project is Federally funded in part or whole and therefore subject to the requirements of the Davis Bacon Act, the U.S. Department of Labor's government-wide implementation of the Act, or to Federal program legislation, the Contractor shall pay the higher of either NYS Department of Labor prevailing wage rates or wages established for the locality of the project by the U.S. Department of Labor.
- H. The Contractor specifically agrees that all workers engaged on the Site, whether employees of the Contractor, Subcontractor, or other person performing or contracting to do any part of the Work, shall be certified, prior to performing any Work, as having successfully completed at a minimum the OSHA 10-hour construction safety and health course as required by NYS Labor Law Section 220-h, unless additional certifications, courses or training are required by the project specific jurisdiction or as required to complete the Work of the Contract.

Section 16.04 – Nondiscrimination

- A. To the extent required by Article 15 of the NYS Executive Law (also known as the Human Rights Law) and all other NYS and United States statutory and constitutional non-discrimination provisions, the Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence status.
- B. If the Contractor is directed to do so by the Owner, the Contractor shall request each employment agency, labor union or authorized representative of workers with which the Contractor has a collective bargaining agreement or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics or marital status, and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations under Articles 15 and 15A of the NYS Executive Law.

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- C. The Contractor shall state, in all solicitations or advertisements for employees, that in the performance of the Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex (including gender identity or expression), sexual orientation, military status, age, disability, predisposing genetic characteristics or marital status.
- D. The Contractor shall include the provisions of paragraphs A, B, and C of this General Conditions Section 16.04 in every Subcontract and purchase order in such a manner that such provisions will be binding upon each Subcontractor and vendor as to the operations for the Contract to be performed within the State of New York.
- E. Pursuant to NYS Labor Law, Section 220-e, the Contractor specifically agrees:
 - 1. That in the hiring of employees for the performance of Work under the Contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, but limited to operations performed within the territorial limits of the State of New York, no Contractor, Subcontractor, nor any person acting on behalf of such Contractor or Subcontractor, shall by reason of race, creed, color, national origin, sex (including gender identity or expression), sexual orientation, military status, age, disability, predisposing genetic characteristics or marital status discriminate against any citizen of the State of New York who is qualified and available to perform the Work to which the employment relates.
 - 2. That no Contractor, Subcontractor, nor any person on behalf of such Contractor or Subcontractor shall, in any manner, discriminate against or intimidate any employee hired for the performance of Work under the Contract on account of race, creed, color, national origin, sex (including gender identity or expression), sexual orientation, military status, age, disability, predisposing genetic characteristics or marital status.
 - 3. That there may be deducted from the amount payable to the Contractor, by the Owner under the Contract, a penalty of fifty dollars (\$50.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the terms of the Contract.
 - 4. That the Contract may be canceled or terminated by the Owner and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this Section 16.04 E of the Contract.

Section 16.05 - Domestic Steel

The Dormitory Authority is required to comply with all provisions of Title 4 of Article 9 of the NYS Public Authorities Law, including NYS Public Authorities Law Section 2603-a, and in accordance therewith, if the amount of the Contract exceeds \$100,000, the Owner requires that all structural steel, reinforcing steel or other major steel items to be incorporated in to the Work of the Contract be produced or made in whole or substantial part in the United States, its territories, or possessions. The Owner, in its discretion, may grant waivers of this requirement in accordance with NYS Public Authorities Law Section 2603-a. Contractor must request a waiver in writing and obtain a written waiver of this requirement from Owner before using in performance of the Contract any steel not produced or made in whole or substantial part in the United States, its territories, or possessions.

Section 16.06 - Failure to Comply with Article 16

The Owner will not be responsible for any Claim arising from compliance with this General Conditions Article 16.

ARTICLE 17—RECORDS/AUDITS/INVESTIGATIONS/ETHICS

Section 17.01 – Preparation of Records/Owner's Right to Inspect Records and to Audit

The Contractor shall, concurrently with performance of the Contract, prepare substantiating records regarding performance of the Contract, including records of Subcontractors and material suppliers. General Conditions Section 17.03 describes the records and other data to be maintained by Contractor, Subcontractors, and material suppliers. The Contractor shall maintain and keep, for a period of at least six (6) years after the date of payment of the final Application for Payment, all records and other data relating to the Work, including records of Subcontractors and material suppliers. Upon seven (7) calendar days' written notice, the Contractor shall make its records (including records of Subcontractors and material suppliers) available during normal business hours to the Owner or its authorized representative(s). Owner and its authorized representative(s) shall be entitled to inspect, examine, review and copy the Contractor's records, including but not limited to all documents, electronic records and recordings, (including records of Subcontractors and material suppliers) at the Owner's reasonable expense, within adequate workspace at the Contractor's facilities. The Owner shall also have the right to have Owner or its authorized representative audit all records and other data of the Contractor, Subcontractors and material suppliers relating to the Work.

Section 17.02- False Statements/Information/Disclosure

Failure to comply with General Conditions Section 17.01, providing False Representations, false statements or inaccurate information submitted in accordance with Contract Documents, including but not limited to, an Application for Payment, a Claim or a Change Order, a filing or system entry related to MWBE participation requirements or False Representations, false statements, or inaccurate information submitted to the Owner, or a determination that the Contractor participated in the kick-back of wages may result in one or more of the following actions:

- A. Termination of the Contract for cause, pursuant to General Conditions Section 11.01.
- B. Rejection of future bids or disapproval of a contract or subcontract.
- C. Withholding of payments.
- D. Criminal prosecution.
- E. Civil prosecution under Article XIII of the NYS State Finance Law – the New York False Claims Act.
- F. Rejection of a Claim or Change Order.
- G. Deduction of the Owner's cost of an audit from the Contract amount.

Section 17.03 - Owner's Right to Conduct Investigations

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- A. The Contractor agrees to cooperate fully and faithfully with any investigation, audit or inquiry conducted by the Owner.
- B. The Contractor shall grant the Owner the right to examine all books, records, files, accounts, computer records, documents, and correspondence, including electronically-stored information, in the possession or control of the Contractor, its subsidiaries and affiliated companies and any other company directly or indirectly controlled by the Contractor, relating to the Contract. These shall include, but not be limited to: Subcontracts; bid files; payroll and personnel records; cancelled checks; correspondence; memoranda; daily reports of Work completed that day; schedules; reports; audits; vendor qualification records; original estimate files; Change Order/Contract Amendment estimate files; detailed worksheets; Subcontractor, consultant and supplier proposals for both successful and unsuccessful bids; back-charge logs; any records detailing cash, trade, or volume discounts earned; insurance proceeds, rebates or dividends received; payroll and personnel records; tax returns; and the supporting documentation for the aforesaid books and records.
- C. At the Owner's request, said materials shall be provided in a computer readable format, where available. At the request of the Owner, the Contractor shall execute such documents, if any, as are necessary to give the Owner access to Contract-related books, documents, or records, which are, in whole or part, under control of the Contractor but not currently in the Contractor's physical possession. The Contractor shall not enter in to any agreement with a Subcontractor, consultant, or supplier, in connection with the Contract, that does not contain a right to audit clause in favor of the Owner. The Contractor shall assist the Owner in obtaining access to past and present Subcontractor, consultant, and supplier amendment/change order files (including detailed documentation covering negotiated settlements), accounts, computer records, documents, correspondence, and any other books and records in the possession of Subcontractors, consultants and suppliers pertaining to the Contract, and, if appropriate, enforce the right-to-audit provisions of such agreements.
- D. The Contractor shall assist the Owner in obtaining access to, interviews with, and information from all former and current persons employed and/or retained by the Contractor, for purposes of the Contract.
- E. The Contractor shall require each Subcontractor to include in all agreements that the Subcontractor may hereinafter enter into with any and all Subcontractors, consultants, and suppliers, in connection with the Contract, a right-to-audit clause in favor of the Owner conferring rights and powers of the type outlined in this General Conditions Section 17.03. The Contractor shall not enter in to any Subcontract with a Subcontractor in connection with the Contract that does not contain such a provision. The Contractor shall not make any payments to a Subcontractor, consultant, or supplier from whom the Contractor has failed to obtain and supply to the Owner complete, accurate, and truthful information in compliance with a request from the Owner to the Contractor.
- F. Any violation of the provisions of this General Conditions Article 17 shall justify termination of this Contract and may result in the Owner's rejection of the Contractor's bids or proposals for future contracts and the deduction of the Owner's cost of an audit from the Contract amount.

Section 17.04 - Disclosure of Criminal Investigation

- A. The Contractor shall immediately notify the Owner in the event that any owner, partner, director, officer or employee of the Contractor, or its affiliated companies as identified in the NYS Vendor Responsibility Questionnaire For Profit Construction (CCA-2), are subpoenaed or questioned in connection with any business-related criminal investigation, whether or not the owner, partner, director, officer or employee is, or is believed to be, the subject or target of such investigation, or is notified or otherwise learns that any owner, partner, director, officer or employee of the Contractor or its affiliated

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companies is under investigation for an alleged business-related violation of criminal law, or in the event that any premises or records of the Contractor are searched pursuant to a search warrant seeking evidence of a crime or crimes, unless otherwise precluded by law enforcement authorities.

- B. The Contractor shall immediately notify the Owner in the event that any owner, partner, director, officer or employee of the Contractor or its affiliated companies as identified in the NYS Vendor Responsibility Questionnaire For Profit Construction (CCA-2), the firm itself, or one of its affiliated companies is indicted or charged in an accusatory instrument for any business-related violation of local, state or federal criminal law, unless otherwise precluded by law enforcement authorities.
- C. In the event that any owner, partner, director, officer, or employee of the Contractor is indicted or charged in an accusatory instrument for any business-related violation of local, state, or federal criminal law relating to this Contract or any other Dormitory Authority contract, the Owner may require the Contractor to remove said owner, partner, director, officer, or employee from any direct involvement in the affairs of the Contractor as it relates to this Contract and all other Dormitory Authority contracts until the criminal matter is resolved. In the event that any owner, partner, director, officer, or employee of the Contractor is convicted of a business-related violation of local, state, or federal criminal law, the Owner may require the Contractor to permanently remove said individual from any direct involvement in the affairs of this Contract and all other Dormitory Authority contracts.
- D. In the event that the Contractor or any owner, partner, director, officer, or employee of the Contractor is convicted or enters into an agreement as a remedy to the alleged commission of a criminal act of a business-related violation of local, state, or federal criminal law or regulatory violation, the Owner may schedule a hearing with the Contractor to determine the Contractor's responsibility to continue work under this Contract and other Dormitory Authority contracts. Following this hearing, the Owner may, at its sole discretion, take one or more of the following actions:
 - 1. Terminate this Contract.
 - 2. Require the Contractor, at its own expense, to hire an independent private-sector inspector general to monitor its activities, institute procedures and conduct internal inquiries, in a manner prescribed by the Owner.
 - 3. Increase retainage to an amount not to exceed ten percent (10%).
 - 4. Take any other remedial action deemed appropriate.

Section 17.05 - Anti-Riot Provisions

- A. The Contractor agrees that no part of the Contract funds shall be used to make payments, give assistance, or supply services, in any form, to any individual convicted in any federal, state, or local court of competent jurisdiction for inciting, promoting, or carrying on a riot, or engaging in any group activity resulting in material damage to property or injury to persons found to be in violation of federal, state or local laws designed to protect persons or property.
- B. The Contractor and each Subcontractor shall notify their employees of all rules and regulations adopted pursuant to Article 129-A of the NYS Education Law. The Contractor shall post notices containing the text of the aforementioned rules and regulations at the Site.

Section 17.06 - Ethical Conduct

- A. Officers and employees of the Owner are bound by Sections 73, 73-a and 74 of the NYS Public Officers Law. In addition, no officer, employee, architect, attorney, engineer, inspector, or consultant of or for the Owner authorized on behalf of the Owner to exercise any legislative, executive, administrative, supervisory, or other similar functions in connection with the Contract or the Work, shall become personally interested, directly or indirectly, in the Contract, material supply contract, subcontract, insurance contract, or any other contract pertaining to the Work.
- B. Section 73(5) of the NYS Public Officers Law expressly prohibits the Contractor, or its agents, from directly or indirectly offering or giving any gift having more than nominal value to an employee of the Owner under circumstances in which it could be reasonably inferred the gift was intended to influence the employee in the performance of their official duties or was intended as a reward for the employee's official action.
 - 1. In addition to the prohibition of Section 73(5) of the NYS Public Officers Law, the Dormitory Authority has a "zero tolerance" policy with respect to the solicitation, acceptance, or receipt of gifts from disqualified sources. Therefore, the Contractor and its agents shall refrain from offering or giving anything of value to an employee of the Owner. Employees of the Owner may not solicit any gift, gratuity, stipend, or thing of value from the Contractor or its agents. Violations of these gift provisions may be grounds for immediate Contract termination and/or referral for civil action or criminal prosecution.
- C. To promote a working relationship with the Owner based on ethical business practices, the Contractor is expected to:
 - 1. Furnish all goods, materials and services to the Owner as contractually required and specified.
 - 2. Submit complete and accurate reports to the Owner and its representatives as required.
 - 3. Not seek, solicit, demand or accept any information, verbal or written, from the Owner or its representatives that provides an unfair advantage over a competitor.
 - 4. Not engage in any activity or course of conduct that restricts open and fair competition on Owner-related projects and transactions.
 - 5. Not engage in any course of conduct with Owner employees or its representatives that constitutes a conflict of interest, in fact or in appearance.
 - 6. Not offer or give any unlawful gifts or gratuities, or engage in bribery or other criminal activity.
- D. The Owner encourages the Contractor to advance and support ethical business conduct and practices among its directors, officers, and employees, preferably through the adoption of corporate ethics awareness training programs and written codes of conduct.
- E. Although the Contractor may employ relatives of Owner employees, the Owner shall be made aware of such circumstances as soon as possible, preferably in writing, to ensure a conflict of interest situation does not arise. The Owner reserves the right to request that the Contractor modify the work assignment of a relative of an Owner employee where a conflict of interest, or the appearance thereof, is deemed to exist.

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- F. The Contractor may hire former employees of the Owner. However, as a general rule, former employees of the Owner may neither appear nor practice before the Owner, nor receive compensation for services rendered on a matter before the Owner, for a period of two years following their separation from service with the Owner. In addition, former employees of the Owner are subject to a “lifetime bar” from appearing before the Owner or receiving compensation for services regarding any transaction in which they personally participated or which was under their active consideration during their tenure with the Owner.
- G. The Contractor agrees to notify the Owner’s Office of Internal Affairs at 518-257-3193 of any activity by an employee of the Owner that is inconsistent with the contents of this General Conditions Section 17.06.
- H. Any violation of this General Conditions Section 17.06 shall justify termination of this Contract and may result in Owner’s rejection of the Contractor’s bids or proposals for future agreements.

Section 17.07 – Continuing Integrity

- A. The Contractor shall, at all times during the Contract term, remain responsive and responsible. The Contractor shall also monitor all Subcontractors for responsiveness and responsibility at all times during the Contract term. The Contractor agrees, if requested by the President of Owner or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. The Contractor shall immediately notify Owner of any material or adverse information pertaining to the Contractor or any Subcontractor, regardless of tier.
- B. The President of Owner or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls in to question the responsibility of Contractor. In the event of such suspension, Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, Contractor shall comply with the terms of the suspension order. Contract activity may resume at such time as the President of Owner or his or her designee issues a written notice authorizing a resumption of performance under the Contract.
- C. Notwithstanding any other provision of this Contract, upon written notice to Contractor, and a reasonable opportunity to be heard with the appropriate Owner officials or staff, the Contract may be terminated by the President of Owner or his or her designee at Contractor’s expense where Contractor is determined by the President of Owner or his or her designee to be non-responsible. In such event, the President of Owner or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for the breach.

Section 17.08 – Iran Divestment

- A. By entering into this Contract, Contractor certifies, under the penalties of perjury, that Contractor is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the NYS State Finance Law. Contractor further certifies that Contractor will not utilize on this Contract any subcontractor that is identified on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the NYS State Finance Law.
- B. During this Contract, should Owner receive information that a person (as defined in NYS State Finance Law §165-a) is in violation of the above-referenced certifications, Owner will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its

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engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then Owner shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

ARTICLE 18 -- 2005 PROCUREMENT LOBBYING LAW

Section 18.01 - Procurement Lobbying Law

Bidders shall affirm their understanding of and agree to comply with NYS State Finance Law § 139-j (3) and § 139-j (6) (b), certify their compliance with NYS State Finance Law § 139-k (5), disclose prior non-responsibility determinations under NYS State Finance Law § 139-j, and shall certify that the information they provide with respect to NYS State Finance Law § 139-j and § 139-k is complete, true, and accurate. Contractor hereby reaffirms its understanding of an agreement to comply with NYS State Finance Law § 139-j (3) and § 139-j (6) (b), re-certifies its compliance with NYS State Finance Law § 139-k (5) and recertifies that the information it provided with respect to NYS State Finance Law § 139-j and § 139-k is complete, true, and accurate.

Section 18.02 - Contractor's Certifications

For any contract \$15,000 or more each Contractor shall submit, with its bid, on the form provided herewith, the *2005 Procurement Lobbying Law – Certification*, pursuant to NYS State Finance Law § 139-j and § 139-k. The information contained in the *2005 Procurement Lobbying Law – Certification*, pursuant to NYS State Finance Law § 139-j and § 139-k will serve as an informational resource to aid the Owner in making an award determination.

Section 18.03 - Termination Provisions

The Owner reserves the right to terminate this Contract in the event it is found that the certification filed by the Contractor in accordance with NYS State Finance Law § 139-j and § 139-k, as such may be amended or modified, was intentionally false or intentionally incomplete. Upon such finding, the Owner may exercise its right pursuant to General Conditions Section 11.01 – Termination for Cause.

ARTICLE 19 -- EXECUTIVE ORDER No. 125

Section 19.01 - Determination of Contractor Responsibility

In order to assist the Owner in determining the responsibility and reliability of the lowest bidder for the Contract and to effectuate the directives of Executive Order No. 125, dated May 22, 1989, (9 NYCRR §4.125) the Council of Contracting Agencies has adopted procedures to collect and exchange relevant information among contracting agencies.

Section 19.02 – NYS Vendor Responsibility Questionnaire

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- A. For any Contract valued at \$10,000 or more, the NYS Vendor Responsibility Questionnaire For Profit Construction (CCA-2) for the Contractor or for any Subcontractor shall be submitted as requested by the Owner. Owner may request an updated NYS Vendor Responsibility Questionnaire For Profit Construction (CCA-2) for the Contractor or for any Subcontractor as often as the Owner, in its sole and exclusive discretion, deems necessary to carry out the Owner's duties and responsibilities under this Contract.
- B. The information contained in the NYS Vendor Responsibility Questionnaire For Profit Construction (CCA-2) will serve as an informational resource to aid the Owner in making an award determination and in making other determinations for this Contract.

ARTICLE 20 -- OPPORTUNITY PROGRAMS

Section 20.01 - General Provisions

- A. The Dormitory Authority is required to implement the provisions of NYS Executive Law Article 15-A and Parts 140 through 145 of Title 5 of the NYCRR for all State contracts (as defined in such statute and regulations) with a value:
 - 1. in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing; or
 - 2. in excess of \$100,000 for real property renovations and construction.
- B. The Contractor agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the Owner, to fully comply and cooperate with the Owner in the implementation of NYS Executive Law ARTICLE 15-A, PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS, and the regulations promulgated thereunder. These requirements include: equal employment opportunities for minority group members and women (EEO), and contracting opportunities for NYS certified minority and women-owned business enterprises (MWBES). The Contractor's demonstration of good faith efforts pursuant to 5 NYCRR § 142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of the nondiscrimination provisions required by NYS Executive Law Article 15 (the Human Rights Law) and other applicable federal, state and local laws.
- C. Failure to comply with all requirements in this General Conditions Article 20 may result in a finding of non-responsiveness, non-responsibility, breach of contract or any combination of the foregoing leading to the assessment of liquidated damages pursuant to General Conditions Section 20.06 and other remedies available to the Owner pursuant to the Contract and applicable law.

Section 20.02 – Equal Employment Opportunity (EEO)

- A. The provisions of NYS Executive Law Article 15-A, and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to the Contract.
- B. The Contractor shall:
 - 1. Undertake or continue, and ensure each Subcontractor shall undertake or continue, existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age,

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disability, or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

2. Submit an EEO policy statement to the Owner within seventy-two (72) hours after the date of the Letter of Intent to award the Contract.
3. Adopt a model EEO policy statement and require each Subcontractor to adopt a model EEO policy statement if the Contractor or Subcontractor does not have an existing EEO policy statement, and if the Owner requires the Contractor or Subcontractor to adopt a model EEO policy statement.
4. Have a Contractor's EEO policy statement that shall include the following language:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, or marital status.
 - c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
5. The Contractor shall include the provisions of paragraphs a. through c. of this General Conditions Section 20.02 B. 4. and Subdivision E of this General Conditions Section 20.02, which provides for relevant provisions of the Human Rights Law, in every Subcontract in such a manner that the requirements of these provisions will be binding upon each Subcontractor as to Work in connection with the Contract.

C. To ensure continuous compliance with General Conditions Section 20.02:

1. The Contractor shall submit a Workforce Utilization Report, and shall require each Subcontractor to submit a Workforce Utilization Report, in such form as shall be required by the Owner on a monthly basis during the term of the Contract.
2. Separate forms shall be completed by the Contractor and each Subcontractor.
3. Pursuant to Executive Order 162 (9 NYCRR 8.162) dated January 9, 2017, the Contractor and its Subcontractors are required to submit monthly *E.O. 162 Workforce Utilization Reports* for contracts with a total contract value of Twenty-Five Thousand 00/100 Dollars (\$25,000.00) or more. All *E.O. 162 Workforce Utilization Reports* are to be submitted within 10 days of the end of each month by following the online reporting process set forth in section 20.02 (4). The *E.O. 162*

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Workforce Utilization Reports will require the Contractor and its and Subcontractors, among other things, report the gross wages paid to each of their employees for the work performed by such employees in connection with the Contract.

4. For monthly reporting in connection with Executive Order 162, reports are to be submitted electronically as follows:
 - a. Log-in (<https://ny.newnycontracts.com>) or visit the NYSCS Account Look Up (<https://ny.newnycontracts.com/frontend/usersearchpublic.asp>) and follow the on-screen directions to look up your firm's account and then access the secure System. Contact Customer Support via any of the System links if you have any questions while attempting to access your account.
 - b. Go to View>> My Workforce Audits.
 - c. View Workforce Audits by status, dates, contract, and contract type (Prime/Subcontractor).
 - d. The System will notify contractors to log in to review and record the workforce details for the applicable audit.
 - e. Complete all required reporting on a timely basis.
- D. The Contractor shall comply with the provisions of the NYS Human Rights Law, and all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and each Subcontractor shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status, or domestic violence victim status, and shall also follow the requirements of the NYS Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

Section 20.03 – Opportunities for Minority and Women-Owned Business Enterprises (MWBE)

- A. The Owner has established goals for the participation in this Contract of NYS certified minority-owned business enterprises (“MBE”) and NYS certified women-owned business enterprises (“WBE” and collectively with MBEs, “MWBE”). The goals (collectively, MWBE Contract Goals) are set forth in the Information for Bidders Section 8.0 – Opportunity Programs Requirements.
- B. The Contractor represents and warrants that, as a condition for award of the Contract, the Contractor has submitted a Statewide Utilization Management Plan (“SUMP”) via the NYS Contract System (NYSCS) which lists all proposed Subcontractors including an identification of the NYS certified MWBE subcontractors and suppliers the Contractor intends to use to perform the Work of the Contract and to achieve the MWBE Contract Goals established in the Contract Documents. In addition, or alternatively, Contractor may have submitted a request for a waiver. Prior to award of the Contract, the Owner approved Contractor’s plan to achieve the MWBE Contract Goals established in the Contract Documents (MWBE Utilization Plan) to the extent the Owner did not approve Contractor’s request for a waiver of part or all of the MWBE Contract Goals. Owner approval of the MWBE Utilization Plan approves a Subcontractor only for the purpose of the MWBE Utilization Plan.
- C. Contractor agrees to adhere to the MWBE Utilization Plan in the performance of the Contract. Contractor shall not change the Utilization Plan without the prior written approval of the Owner. Contractor further agrees that failure to adhere to the MWBE Utilization Plan shall constitute a material breach of the Contract and upon such breach, the Owner shall be entitled to any remedy provided in the Contract or by law, including but not limited to a finding that the Contractor is non-responsible.

- D. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1 may be applied towards the achievement of the applicable MWBE Contract Goal. The portion of a subcontract with an MWBE serving as a supplier that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60% of the total value of the subcontract. The portion of a subcontract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE. The Owner will audit the Contractor's efforts to achieve the MWBE Contract Goals through the NYSCS.

Section 20.04 - Good Faith Efforts

- A. The Contractor shall document good faith efforts pursuant to 5 NYCRR § 142.5 to provide meaningful participation by MWBEs as Subcontractors (which includes material suppliers, other vendors, and others; see definition of Subcontractor in General Conditions Article 1 - Definitions) in the performance of the Contract, to comply with the requirements of the Contract and to enable the Owner to determine compliance with the provisions of this General Conditions Article 20. Guidelines for documentation of good faith efforts are at <https://www.dasny.org/forms> under MWSBE.
- B. If the Contractor fails to adequately document good faith efforts, it may result in a finding of non-compliance.

Section 20.05 - Waivers

- A. If the Contractor, after making good faith efforts satisfactory to the Owner, is unable to achieve the MWBE Contract Goals, the Contractor may submit a request for a waiver through the NYSCS, or a non-electronic method provided by the Owner. The request for a waiver must be supported by evidence of the good faith efforts by the Contractor to achieve the maximum feasible MWBE participation towards the applicable MWBE Contract Goals. If the documentation included with the waiver request is complete, the Owner shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) business days of receipt.
- B. If the Owner, upon review of the SUMP, the MWBE Utilization Plan, the NYSCS and any other relevant information, determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals and no waiver has been issued in regard to such non-compliance, the Owner may issue a notice of deficiency to the Contractor. The Contractor shall respond to the notice to deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

Section 20.06 – Damages - MWBE Participation

- A. If the Owner determines that the Contractor is not in compliance with the requirements of this General Conditions Article 20 and the Contractor refuses to comply with the requirements of this General Conditions Article 20, or if the Contractor is found to have willfully and intentionally failed to comply with the MWBE Contract Goals, then: (1) the Contractor shall be obligated to pay the Owner liquidated damages; or (2) the Contractor shall be obligated to pay the Owner other appropriate damages; or (3) the Owner shall receive one or more other appropriate remedies, unless the Owner elects to pursue its remedies under NYS Executive Law Section 316. If the Owner declines to pursue its remedies under NYS Executive Law Section 316, the Owner may elect to pursue one or more of liquidated damages, other appropriate damages, and one or more other appropriate remedies.

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- B. If the Owner decides to assess liquidated damages, the Contractor shall be obligated to pay to the Owner liquidated damages in an amount equal to the difference between all sums identified for payment to MWBEs if the Contractor had achieved the MWBE Contract Goals and all sums actually paid to MWBEs for performance of Work under the Contract. If such liquidated damages have not been withheld by the Owner, the Contractor shall pay such liquidated damages to the Owner within sixty (60) days after they are assessed. provided, however, that if the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to 5 NYCRR §142.2, liquidated damages shall be payable only in the event of a determination adverse to the Contractor following the complaint process. The liquidated damages are intended to compensate the Owner only for the Owner's damage if the Owner determines that the Contractor is not in compliance with the requirements of General Conditions Sections 20.03, 20.04 and 20.05 and the Contractor refuses to comply with the requirements of General Conditions Sections 20.03, 20.04 and 20.05, or if the Contractor is found to have willfully and intentionally failed to comply with the MWBE Contract Goals. In addition, the Contractor shall be liable to the Owner to the fullest extent permitted by law for:
- a. whatever other appropriate damages the Owner may incur; or
 - b. any other appropriate remedy to which the Owner may be entitled as a result of the Contractor's refusal to comply with the requirements of this General Conditions Article 20 outside the requirements of General Conditions Sections 20.03, 20.04, 20.05 and the MWBE Contract Goals.

Other appropriate damages include, but are not limited to, the expenses for personnel, supplies and overhead incurred by the Owner to administer and enforce the requirements of this General Conditions Article 20 other than the requirements of General Conditions Sections 20.03, 20.04, 20.05 and the MWBE Contract Goals.

Section 20.07 – Reporting to Owner

The Contractor shall complete the reports and submit as indicated to establish and update EEO requirements during the life of the Contract. Reports not submitted at such time shall be cause for the Owner to delay payment to the Contractor. The listed reports are a requirement of the Contract and copies are included in the Contract Documents and template forms are also available on the Dormitory Authority's web site. *The Contractor shall submit to the Owner all executed agreements and purchase orders for ALL MWBE/SDVOB subcontractors/suppliers who were approved on the Utilization Plan no later than 30 days after award of the Contract.*

ARTICLE 21- SERVICE-DISABLED VETERAN OWNED BUSINESSES

Section 21.01 – General Provisions

Article 17-B of the NYS Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran – Owned Businesses (SDVOB), thereby further integrating such businesses in to New York State's economy. The Dormitory Authority recognizes the need to promote the employment of service-disabled veterans and to ensure that certified SDVOBs have opportunities for maximum feasible participation in the performance of Dormitory Authority contracts.

Section 21.02 – Contract with Goals

- A. If the Information for Bidders established an overall goal for SDVOB participation in this Contract and Contractor submitted an SDVOB Utilization Plan that was accepted by the Dormitory Authority, Contractor shall follow the accepted SDVOB Utilization Plan. Contractor, by award of the Contract,

GENERAL CONDITIONS

certified that Contractor shall follow the submitted and accepted SDVOB Utilization Plan for the performance of SDVOBs on the Contract.

- B. Contractor shall not change the accepted SDVOB Utilization Plan without the prior written consent of the Dormitory Authority. Any modifications or changes to the accepted SDVOB Utilization Plan after award of the Contract to the Contractor shall be reported to the Dormitory Authority on a revised SDVOB Utilization Plan. As part of a revised SDVOB Utilization Plan, the Contractor may request a partial or total waiver of the goal for SDVOB participation but such request must be made prior to submission of the Application for Payment for the final payment on the Contract. Contractor shall make and shall document good faith efforts to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Contract. The revised SDVOB Utilization Plan is not effective unless and until it is accepted by the Dormitory Authority. If the revised SDVOB Utilization Plan is not accepted by the Dormitory Authority, the Dormitory Authority shall issue a notice of deficiency and the Contractor shall proceed as set forth in paragraph D of this General Conditions Section 21.02
- C. Contractor shall report to the Dormitory Authority Monthly SDVOB Contractor Compliance during the Contract documenting the preceding month's progress towards implementing the accepted SDVOB Utilization Plan and achieving the SDVOB goals for the Contract. This information shall be submitted to the Dormitory Authority in the manner and at the times directed by the Dormitory Authority.
- D. If the Dormitory Authority, upon review of the SDVOB Utilization Plan and the Monthly SDVOB Contractor Compliance reports determines that the Contractor is failing or refusing to comply with the Contract SDVOB goals and no waiver has been issued with respect to such non-compliance, the Dormitory Authority may issue a notice of deficiency to the Contractor. The Contractor shall respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of the Contract SDVOB goals.
- E. Contractor shall make and shall document its good faith efforts to utilize SDVOBs in the performance of the Contract. Evidence of required good faith efforts includes but is not limited to:
 - 1. Copies of solicitations to SDVOBs and any responses thereto;
 - 2. Explanation of the specific reason(s) each SDVOB responding to a Contractor's solicitation was not selected;
 - 3. Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by the Dormitory Authority with certified SDVOBs which the Dormitory Authority determined were capable of fulfilling the SDVOB goals in the Contract;
 - 4. Information describing the specific steps undertaken to reasonably structure the scope of subcontracts and material orders for the purpose of subcontracting with, or obtaining materials from, SDVOBs;
 - 5. Other information relevant to the waiver request.
- F. Contractor's failure to use SDVOBs in accordance with the accepted SDVOB Utilization Plan or any accepted revised SDVOB Utilization Plan shall be a material breach of the Contract and upon such breach, the Dormitory Authority shall be entitled to any remedy provided in the Contract, by law or regulation or at law or in equity, including but not limited to a finding the Contractor is non-responsible. If the Dormitory Authority finds the Contractor willfully and intentionally fails to comply with the

GENERAL CONDITIONS

Contract SDVOB goals, the Contractor shall pay damages to the Dormitory Authority as set forth in 9 NYCRR § 252.2(s).

Section 21.03 – Contract with No Goals

If the Information for Bidders does not establish an overall goal for SDVOB participation in this Contract, Contractors are still strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract in recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State. The Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs in performance of the Contract as Subcontractors.

Exhibit "A"

RELEASE FORM
REDUCTION OF RETAINAGE
DORMITORY AUTHORITY STATE OF NEW YORK

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RELEASE FORM
REDUCTION OF RETAINAGE
DORMITORY AUTHORITY STATE OF NEW YORK

TO ALL TO WHOM THESE PRESENTS SHALL COME, OR MAY CONCERN, GREETING: Know ye,

that _____ hereinafter referred to as the

Contractor for and in consideration of the sum of _____

_____ dollars (\$ _____), lawful money of the

United States of America to it in hand heretofore or now paid by the Dormitory Authority, the receipt whereof

is hereby acknowledged, has remised, released, and forever discharged and by these presents does, for itself,

its successors and its assigns, remise, release, and forever discharge the said Dormitory Authority, its

members, officers, agents, employees, successors, and assigns of and from all claims of liability to the

Contractor for anything furnished or performed in connection with, or arising out of a contract dated the_

_____ day of _____ , between the Dormitory Authority and the Contractor in

relation to the construction of _____

or out of the work covered by said contract or arising out of said contract including, but not limited to, all

claims for extra work or by reason of extra work, labor or materials, or additional work or by reason of

additional work, labor, or materials furnished or performed in connection with, relating to, or arising out of

the subject matter of said contract, and any prior act, neglect, or default on the part of the Dormitory

Authority or any of its members, officers, agents, employees, successors, or assigns in connection therewith,

and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts,

reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances,

trespasses, damages, judgments, extents, executions, claims and demands whatsoever in law or in equity,

which against the said Dormitory Authority, its members, officers, agents, employees, successors ,

RELEASE FORM
REDUCTION OF RETAINAGE
DORMITORY AUTHORITY OF THE STATE OF NEW YORK
PAGE -2-

and assigns the Contractor ever had, now has, or which its successors or assigns hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date of these presents, except the undersigned hereby specifically excludes from this release and hereby retains and reserves any and all right in connection with and concerning retention being held by the

Dormitory Authority in the amount of _____

_____ dollars (\$ _____), and a claim for damages in the amount of _____

_____ dollars (\$ _____),

presented to the Dormitory Authority. Failure to enter an amount for the claim for damages in the space provided above shall be deemed to mean zero or no damages.

The Contractor further acknowledges that neither the aforesaid payment nor acceptance by the Dormitory Authority of the work covered by the aforementioned contract shall in any way or manner operate as or constitute a release or waiver to its obligations, undertakings, or liabilities, under said contract or in any way affect or limit the same. This release may not be changed orally.

RELEASE FORM
REDUCTION OF RETAINAGE
DORMITORY AUTHORITY OF THE STATE OF NEW YORK
PAGE -3-

IN WITNESS WHEREOF, the said Contractor has caused these presents to be signed by its duly authorized officer on the _____ day of _____, 20_____.

NAME OF CONTRACTOR

BY: _____

STATE OF _____

COUNTY OF _____

SS:

On this _____ day of _____, in the year 20_____
before me personally came _____ to me know, who, being by me
duly sworn, did depose and say that he resides at _____;
that he is the _____ of the _____
_____, the corporation described in and which executed
the above instruments; and that he signed his name thereto by order of the board of directors of said
corporation.

NOTARY PUBLIC

CORPORATE ACKNOWLEDGMENT

Page 3.1

State of New York)
) ss.:
County of _____)

On the _____ day of _____ in the year _____ before me personally came _____ to me known, who, being by me duly sworn, did depose and say that (he/she/they) reside(s) in _____; that (he/she/they) (is /are) the president /other officer/director/attorney in fact duly appointed) of the _____

(name of corporation)

the corporation described in and which executed the above instrument; and that (he/she/they) signed (his/her/their) name(s) thereto by authority of the board of directors of said corporation.

Notary Public Signature
My Commission Expires _____

Cross out words that do not apply in parentheses.

UNIFORM ACKNOWLEDGMENT

(For Use by All Persons and Entities Other Than Corporations)

State of New York)
) ss.:
County of _____)

On the _____ day of _____ in the year _____ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) (is/are) subscribed to the within instrument and acknowledged to me that (he/she/they) executed the same in (his/her/their) capacity(ies), and that by (his/her/their) signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

CONSENT OF SURETY
REDUCTION OF RETAINAGE
DORMITORY AUTHORITY OF THE STATE OF NEW YORK
PAGE -4-

Contract Between the Dormitory Authority and _____

(hereinafter referred to as Contractor)

For _____ (Project)

Dated _____

In accordance with the provisions of the Contract, indicated above, between the Owner and the Contractor,
the (here insert the name and address of Surety Company)

(hereinafter referred to as Surety Company),

As Surety on the Performance and Labor & Material Payment Bonds of the Contractor and the Surety
Company, issued as part of the said Contract, hereby approves of reduction of retainage on the Contract,
and agrees that any such payment to the Contractor shall not relieve the Surety Company of any of its
obligations to the Dormitory Authority, as set forth in the said bonds.

IN WITNESS WHEREOF,

the Surety Company has hereunto set its hand this _____ day of _____ 20____

Surety Company

Signature of Authorized Representative

Title

SURETY ACKNOWLEDGMENT

PAGE -5-

State of _____)
County of _____) ss.:

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

Notary Public
My commission expires _____



Kathy Hochul, Governor

Roberta Reardon, Commissioner

DASNY

Daria Khanafiev
515 Broadway
Albany NY 12207

Schedule Year 2024 through 2025
Date Requested 10/24/2024
PRC# 2024013500

Location CCNY
Project ID# 3635809999 CR24
Project Type Shepard Hall Roof Replacement & Facade Repairs & Asbestos Abatement

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 Rate Case Number (PRC#) has been assigned to the schedule(s) for your project.

The schedule is effective from July 2024 through June 2025. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

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

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

Introduction

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

Responsibilities of the Department of Jurisdiction

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

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

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

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

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

Hours

No laborer, worker, or mechanic in the employ of a contractor or subcontractor engaged in the performance of any public work project shall be permitted to work more than eight hours in any day or more than five days in any week, except in cases of extraordinary emergency. The contractor and the Department of Jurisdiction (Contracting Agency) may apply to the Bureau of Public Work for a dispensation permitting workers to work additional hours or days per week on a particular public work project.

Wages and Supplements

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule from the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12226; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.ny.gov.

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

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

Payrolls and Payroll Records

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

The filing of payrolls to the Department of Jurisdiction is a condition of payment. Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (Contracting Agency) shall collect, review for facial validity, and maintain such payrolls.

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

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

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

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

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

The wages and supplements contained in the annual determination become effective July 1st whether or not the new determination has been received by a given contractor. Care should be taken to review the rates for obvious errors. Any corrections should be brought to the Department's attention immediately. It is the responsibility of the public work contractor to use the proper rates. If there is a question on the proper classification to be used, please call the district office located nearest the project. Any errors in the annual determination will be corrected and posted to the NYS DOL 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 12226 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested.

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

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

Interest and Penalties

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

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

Debarment

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

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

Criminal Sanctions

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

Discrimination

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

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

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

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

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

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

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

Workers' Compensation

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

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

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

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

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

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

Unemployment Insurance

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



Kathy Hochul, Governor

Roberta Reardon, Commissioner

DASNY

Daria Khanafiev
515 Broadway
Albany NY 12207

Schedule Year 2024 through 2025
Date Requested 10/24/2024
PRC# 2024013500

Location CCNY
Project ID# 3635809999 CR24
Project Type Shepard Hall Roof Replacement & Facade Repairs & Asbestos Abatement

Notice of Contract Award

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

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

Contractor Information

All information must be supplied

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

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12226

Social Security Numbers on Certified Payrolls:

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

For these reasons, the substitution of the use of the last four digits of the social security number on certified payrolls submitted to contracting agencies on public work projects is now acceptable to the Department of Labor. This change does not affect the Department's ability to request and receive the entire social security number from employers during its public work/ prevailing wage investigations.

Construction Industry Fair Play Act: Required Posting for Labor Law Article 25-B § 861-d

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site. Failure to post the notice can result in penalties of up to \$1,500 for a first offense and up to \$5,000 for a second offense. The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, <https://dol.ny.gov/public-work-and-prevailing-wage>

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

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

Effective June 23, 2020

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

(12.20)

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

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

1. Purpose and Scope:

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

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

2. Background and Statutory References:

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

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

3. Procedures and Agency Responsibilities:

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

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

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

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

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

Reports should contain the following information:

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

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

Department of Labor
Administrative Finance Bureau-PWEF Unit
Building 12, Room 464
State Office Campus
Albany, NY 12226

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

Required Notice under Article 25-B of the Labor Law

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

The law says that you are an employee unless:

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

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

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

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

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

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

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

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

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

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

Employer Name:

IA 999 (09/16)



Attention Employees

THIS IS A: **PUBLIC WORK PROJECT**

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

Your pay stub and wage notice received upon hire must clearly state your wage rate and supplement rate.

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:
<https://dol.ny.gov/bureau-public-work>



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) 568-5287		

* For New York City government agency construction projects, please contact the Office of the NYC Comptroller at (212) 669-4443, or www.comptroller.nyc.gov – click on Bureau of Labor Law.

Contractor Name: _____

Project Location: _____

Requirements for OSHA 10 Compliance

Article 8 §220-h requires that when the advertised specifications, for every contract for public work, is \$250,000.00 or more the contract must contain a provision requiring that every worker employed in the performance of a public work contract shall be certified as having completed an OSHA 10 safety training course. The clear intent of this provision is to require that all employees of public work contractors, required to be paid prevailing rates, receive such training "prior to the performing any work on the project."

The Bureau will enforce the statute as follows:

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

Proof of completion may include but is not limited to:

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

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

Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-457-5589.

WICKS

Public work projects are subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work, when the total project's threshold is \$3 million in Bronx, Kings, New York, Queens and, Richmond counties; \$1.5 million in Nassau, Suffolk and Westchester counties; and \$500,000 in all other counties.

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

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

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

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

Contractors must pay subcontractors within a 7 days period.

(07.19)

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

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

Classification

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

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

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

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

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

Payrolls and Payroll Records

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

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

Paid Holidays

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

Overtime

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

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

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

Supplemental Benefits

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

Effective Dates

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

Apprentice Training Ratios

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

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

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

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

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

New York State Department of Labor
Bureau of Public Work
State Office Campus, Bldg. 12
Albany, NY 12226

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

Bronx County General Construction

Asbestos Worker **10/01/2024**

JOB DESCRIPTION Asbestos Worker **DISTRICT 4**

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

WAGES
 Per Hour: 07/01/2024

Asbestos Worker \$ 47.25
 Removal & Abatement Only*

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

SUPPLEMENTAL BENEFITS
 Per Hour:

Asbestos Worker \$ 13.65
 Removal & Abatement Only

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

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

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

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

SUPPLEMENTAL BENEFIT
 Per Hour:

Apprentice
 Removal & Abatement \$ 13.65

4-12a - Removal Only

Boilermaker **10/01/2024**

JOB DESCRIPTION Boilermaker **DISTRICT 4**

ENTIRE COUNTIES
 Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

WAGES
 Per Hour: 07/01/2024 01/01/2025

Boilermaker	\$ 67.38	\$ 68.88
Repairs & Renovations	67.38	68.88

Repairs & Renovation: Includes Repairing, Renovating replacement of parts to an existing unit(s).

SUPPLEMENTAL BENEFITS
 Per Hour:

Boilermaker	33.5% of hourly	33.5% of Hourly
Repair & Renovations	Wage Paid	Wage Paid
	+ \$ 26.85	+ \$26.85

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

Repairs & Renovation Includes replacement of parts and repairs & renovation of existing unit.

OVERTIME PAY
 See (*B, O, **U) on OVERTIME PAGE
 Note:* Includes 9th & 10th hours, double for 11th or more.
 ** Labor Day ONLY, if worked.

Repairs & Renovation see (B,E,Q) on OT Page

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 11, 12, 15, 25, 26, 29) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:
 (1/2) Year Terms at the following percentage of Boilermaker's Wage

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

Supplemental Benefits Per Hour:

	33.5% of Hourly Wage Paid Plus Amount Below	33.5% of Hourly Wage Paid Plus Amount Below
1st Term	\$ 20.36	\$ 20.36
2nd Term	21.28	21.28
3rd Term	22.22	22.22
4th Term	23.12	23.12
5th Term	24.07	24.07
6th Term	25.00	25.00
7th Term	25.93	25.93

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

4-5

Broadband **10/01/2024**

JOB DESCRIPTION Broadband **DISTRICT 4**

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

WAGES

Per Hour:	07/01/2024	06/29/2025
Field Tech	\$ 52.40	\$ 53.97
Install/Repair		

For outside work (excluding installation on building construction/alteration/renovation projects), stopping at first point of attachment (demarcation), installing/maintaining/repairing broadband internet service.

SUPPLEMENTAL BENEFITS

Per Hour: \$ 23.24

OVERTIME PAY

See (B, K, *R) on OVERTIME PAGE
 Note: *Two and one half times the hourly rate after the 8th hour

HOLIDAY

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

4-CWA-Dist1

Carpenter **10/01/2024**

JOB DESCRIPTION Carpenter **DISTRICT 8**

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

WAGES

Per hour:	07/01/2024
Piledriver	\$ 60.59 + 10.00*
Dockbuilder	\$ 60.59 + 10.00*

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 45.79

OVERTIME PAY

See (B, E2, O) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

Apprentices See (5,6,11,13,25)

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

REGISTERED APPRENTICES

Wages per hour

(1)year terms:

	1st	2nd	3rd	4th
	\$26.98	\$32.58	\$40.96	\$49.35
	+ 5.50*	+ 5.50*	+ 5.50*	+ 5.50*

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

Supplemental benefits per hour:

All Terms: \$ 32.34

8-1556 Db

Carpenter

10/01/2024

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2024

Carpet/Resilient

Floor Coverer \$ 55.05
+ 8.25*

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

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

SUPPLEMENTAL BENEFITS

Per hour:

\$ 39.45

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE.

Paid for 1st & 2nd yr.

Apprentices See (5,6,11,13,16,18,19,25)

Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wage per hour - (1) year terms:

	1st	2nd	3rd	4th
	\$ 25.20	\$ 28.20	\$ 32.45	\$ 40.33
	+ 1.85*	+ 2.35*	+ 2.85*	+ 3.85*

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

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$ 15.22	\$ 16.22	\$ 19.32	\$ 20.32

8-2287

Carpenter **10/01/2024**

JOB DESCRIPTION Carpenter **DISTRICT 8**

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

WAGES

Per Hour: 07/01/2024

Marine Construction:

Marine Diver \$ 75.46
 + 10.00*

Marine Tender \$ 55.00
 + 10.00*

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

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker \$ 45.65

OVERTIME PAY

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

HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 13, 16, 18, 19, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms.

1st year	\$ 26.98 + 5.50*
2nd year	32.58 + 5.50*
3rd year	40.96 + 5.50*
4th year	49.35 + 5.50*

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

Supplemental Benefits

Per Hour:

All terms \$ 32.20

8-1456MC

Carpenter **10/01/2024**

JOB DESCRIPTION Carpenter **DISTRICT 8**

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

WAGES

Per hour: 07/01/2024

Building
 Millwright \$ 59.35
 + 13.12*

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

SUPPLEMENTAL BENEFITS

Per hour:

Millwright \$ 45.41

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE

Paid: See (18,19) on HOLIDAY PAGE.

Overtime See (5,6,8,11,13,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms:

1st.	2nd.	3rd.	4th.
\$ 32.16	\$ 37.61	\$ 43.06	\$ 53.96
+ 7.08*	+ 8.25*	+ 9.42*	+ 11.76*

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

Supplemental benefits per hour:

One (1) year terms:

1st.	2nd.	3rd.	4th.
\$ 30.56	\$ 33.09	\$ 36.27	\$ 40.69

8-740.1

Carpenter

10/01/2024

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per Hour:

07/01/2024

Timberman \$ 55.59
+ 10.26*

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

SUPPLEMENTAL BENEFITS

Per Hour:

07/01/2024

\$ 44.96

OVERTIME PAY

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

HOLIDAY

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

Paid: See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

Apprentices See (5,6,11,13,25)

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

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms:

1st	2nd	3rd	4th
\$24.96	\$30.07	\$37.72	\$45.38
+ 5.55*	+ 5.55*	+ 5.55*	+ 5.55*

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

Supplemental benefits per hour:

All terms \$ 31.95

Carpenter **10/01/2024**

JOB DESCRIPTION Carpenter **DISTRICT 8**

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Orange: South of but including the following, Waterloo Mills, Slate Hill, New Hampton, Goshen, Blooming Grove, Mountainville, east to the Hudson River.

Putnam: South of but including the following, Cold Spring, TompkinsCorner, Mahopac, Croton Falls, east to Connecticut border.

Suffolk: West of Port Jefferson and Patchogue Road to Route 112 to the Atlantic Ocean.

WAGES

Per hour: 07/01/2024

Core Drilling:

Driller \$ 46.25
+ 3.25*

Driller Helper \$ 36.28
+ 3.25*

Note: Hazardous Waste Pay Differential:

For Level C, an additional 15% above wage rate per hour

For Level B, an additional 15% above wage rate per hour

For Level A, an additional 15% above wage rate per hour

Note: When required to work on water: an additional \$ 3.00 per hour.

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

SUPPLEMENTAL BENEFITS

Per hour:

Driller and Helper \$ 30.24

OVERTIME PAY

See (B, G, P) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

8-1536-CoreDriller

Carpenter **10/01/2024**

JOB DESCRIPTION Carpenter **DISTRICT 8**

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

WAGES

Per hour: 07/01/2024

Show Exhibit \$ 55.75
+ 9.80**

Bldg. Carpenter* \$57.05
+ 8.39**

* Not applicable in Putnam County

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

SUPPLEMENTAL BENEFITS

Per hour worked:

Show Exhibit \$ 45.20
Bldg. Carpenter 39.75

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE

Paid: for 1st & 2nd yr.

Apprentices See (5,6,11,13,16,18,19,25)

Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages per hour: Show Exhibit

(1) year terms:

1st.	2nd.	3rd.	4th.
\$22.30	\$27.88	\$36.24	\$44.60
+ 4.90*	+ 4.90*	+ 4.90*	+ 4.90*

*This portion is not subject to overtime premiums

Supplemental benefits per hour:

All terms \$ 30.25

Wages per hour: Bldg. Carpenter

(1) year terms:

1st	2nd	3rd	4th
\$ 22.20	\$ 25.20	\$ 29.45	\$ 37.33
+ 2.14*	+ 2.59*	+ 3.09*	+ 4.09*

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

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$ 15.37	\$ 16.42	\$ 19.52	\$ 20.52

8-EXHIB

Carpenter - Heavy&Highway

10/01/2024

JOB DESCRIPTION Carpenter - Heavy&Highway

DISTRICT 8

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

PARTIAL COUNTIES

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

WAGES

Per hour:

07/01/2024

Heavy & Highway

Carpenter

\$ 60.59
 + 10.00*

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

SUPPLEMENTAL BENEFITS

Per hour worked:

Heavy & Highway

Carpenter

\$ 45.70

OVERTIME PAY

See (B, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

Paid : for 1st & 2nd yr

Apprentices See (5, 6, 11, 13, 25)

REGISTERED APPRENTICES

Wage per hour:

One (1) year terms:

	1st	2nd	3rd	4th
Heavy & Highway	\$ 26.98	\$ 32.58	\$ 40.96	\$ 49.35

+ 5.50* + 5.50* + 5.50* + 5.50*

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

Supplemental Benefits:
Per Hour:

All terms
\$ 32.25

8-NYC H/H

Electrician**10/01/2024**

JOB DESCRIPTION Electrician

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour: 07/01/2024

Tree Trimmer \$ 35.24
Ground Person 20.69

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

SUPPLEMENTAL BENEFITS

Per hour:

Tree Trimmer \$ 13.20
Ground Person 7.75

OVERTIME PAY

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

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

HOLIDAY

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

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

(An additional floating holiday after four years service)

9-3T

Electrician**10/01/2024**

JOB DESCRIPTION Electrician

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour: 07/01/2024

Electrician \$ 32.00
Telephone 32.00

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

- Includes all work necessary to retrofit, service, maintain and repair all kinds of lighting fixtures and local lighting controls and washing and cleaning of foregoing fixtures.

SUPPLEMENTAL BENEFITS

Journeyworker:

07/01/2024
\$ 27.20
29.23*

* Applies to overtime hours

OVERTIME PAY

See (B, H) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

9-3m

Electrician

10/01/2024

JOB DESCRIPTION Electrician

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2024

Service Technician \$ 37.40

Service and Maintenance on Alarm and Security Systems.

Maintenance, repair and /or replacement of defective (or damaged) equipment on, but not limited to, Burglar - Fire - Security - CCTV - Card Access - Life Safety Systems and associated devices. (Whether by service contract of T&M by customer request.)

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker: \$ 21.85

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

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

9-3H

Electrician

10/01/2024

JOB DESCRIPTION Electrician

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per Hour: 07/01/2024

Electrician
Audio/Sound and
Temporary Light/
Power \$ 62.00

Solar-Photovoltaic Systems

Group 1 62.00

All tasks not listed in Group 2

Group 2 32.00

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

Mounting of PV modules.

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

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

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

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

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

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

SHIFT WORK

Evening (Swing Shift):

Electrician

Audio/Sound and
 Temporary Light/
 Power \$ 72.75

Night (Graveyard Shift):
 Electrician
 Audio/Sound and
 Temporary Light \$ 81.49

SUPPLEMENTAL BENEFITS

Per Hour:

Electrician \$ 66.09
 70.01*

Swing Shift: 75.07
 79.66*

Graveyard Shift: 82.66
 87.81*

Temporary Light/Power: 30.33
 33.64*

Group 1: 66.09
 70.01*

Group 2: 27.21
 29.23*

* Applies when premium (OT) wages are paid.

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

Reduce benefit rate by 6.2% for any employee who has accumulated wages of \$168,600 for the same employer.

OVERTIME PAY

See (A, H) on OVERTIME PAGE

See (B) for Temporary Light and Power

HOLIDAY

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

REGISTERED APPRENTICES

Wages Per Hour:

One (1) year terms		
First term:		07/01/2024
0-6 mos.		\$ 18.00
7-12 mos.		18.50
Second term:		
0-6 mos.		19.50
7-12 mos.		20.50
Third term		
0-6 mos.		21.50
7-12 mos.		22.50
Fourth term:		
0-6 mos.		23.50
7-12 mos.		25.50
Fifth term/MLJ:		
0-12 mos.		27.50
13-18 mos.		32.00

Supplemental Benefits per hour:

One (1) year terms:

First Term:	Regular	Overtime
0-6 mos.	\$ 17.18	\$ 18.38
7-12 mos.	17.44	18.67

Second Term:		
0-6 mos.	17.97	19.26
7-12 mos.	18.49	19.85
Third Term:		
0-6 mos.	19.02	20.44
7-12 mos.	19.54	21.03
Fourth Term:		
0-6 mos.	20.06	21.62
7-12 mos.	21.11	22.80
Fifth Term/MIJ:		
1-12 mos.	24.79	26.52
13-18 mos.	27.21	29.23

9-3

Electrician - Highway and Street Lighting, Traffic Signals and Controls

10/01/2024

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

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

WAGES

Per hour:

	07/01/2024
Electro Pole Electrician	\$ 62.00
Electro Pole Foundation Installer	47.66
Electro Pole Maintainer	41.61

SUPPLEMENTAL BENEFITS

Per Hour:

	07/01/2024
Electro Pole Electrician	\$ 68.20 72.12*
Electro Pole Foundation Installer	51.68 54.69*
Electro Pole Maintainer	47.03 49.66*

*Applies when premium wages are paid

Note: Reduce benefit rate by 6.2% for any employee who has accumulated wages in \$168,600 for the same employer.

OVERTIME PAY

See (A, B, E4, F, K) on OVERTIME PAGE
 B - Applies to Electro Pole Foundation Installer
 E4 - Applies to Electro Pole Maintainer

HOLIDAY

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

9-3J

Elevator Constructor

10/01/2024

JOB DESCRIPTION Elevator Constructor **DISTRICT** 4

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

PARTIAL COUNTIES
 Rockland: Entire County except for the Township of Stony Point

Westchester: Entire County except for the Townships of Bedford, Lewisboro, Cortland, Mt. Kisco, North Salem, Pound Ridge, Somers and Yorktown.

WAGES

Per hour:	07/01/2024	03/17/2025
Elevator Constructor	\$ 80.35	\$ 83.37
Modernization & Service/Repair	63.16	65.54

SUPPLEMENTAL BENEFITS

Per Hour:		
Elevator Constructor	\$ 46.367	\$ 47.654
Modernization & Service/Repairs	45.217	46.470

OVERTIME PAY

Constructor See (D, M, T) on OVERTIME PAGE.

Modern/Service See (B, F, S) on OVERTIME PAGE.

HOLIDAY

Paid: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES PER HOUR:

6 MONTH TERMS:

1st Term* 50%	2nd & 3rd Term* 50%	4th & 5th Term 55%	6th & 7th Term 65%	8th & 9th Term 75%
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* Note: 1st, 2nd, 3rd Terms are based on Average wage of Constructor, Modernization & Service.
 Terms 4 thru 9 Based on Journeyman's wage of classification Working in.

SUPPLEMENTAL BENEFITS:

	07/01/2024	03/17/2025
Elevator Constructor		
1st Term	\$ 0.00	\$ 0.00
2nd & 3rd Term	36.15	36.90
4th & 5th Term	37.19	37.99
6th & 7th Term	38.80	39.70
8th & 9th Term	40.41	41.40
Modernization & Service/Repair		
1st Term	\$ 0.00	\$ 0.00
2nd & 3rd Term	36.15	36.90
4th & 5th Term	37.19	37.99
6th & 7th Term	38.80	39.70
8th & 9th Term	40.41	41.40

4-1

Glazier

10/01/2024

JOB DESCRIPTION Glazier

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour:	07/01/2024	05/01/2025
Glazier, Glass Tinting and Window Film	\$ 63.28	Additional \$ 1.11***
Scaffolding, including swing scaffold	67.28	

*Mechanical Equipment	64.28
**Repair & Maintenance	30.76

*Mechanical equipment, scissor jacks, man lifts, booms & buckets 30' or more, but not pipe scaffolding.

**Repair & Maintenance- All repair & maintenance work on a particular building whenever performed, where the total cumulative Repair & Maintenance contract value is under \$193,000.

***To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour: 7/01/2024

Glazier, Glass Tinting Window Film, Scaffolding and Mechanical Equipment	\$ 42.13
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Repair & Maintenance	24.62
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OVERTIME PAY

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

For 'Repair & Maintenance' see (B, B2, I, S) on overtime page.

HOLIDAY

Paid: See (5, 6, 16, 25) on HOLIDAY PAGE

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

For 'Repair & Maintenance'

Paid: See(5, 6, 16, 25)

Overtime: See(5, 6, 16, 25)

REGISTERED APPRENTICES

Wage per hour:

(1) year terms at the following wage rates:

7/01/2024

1st term	\$ 22.34
2nd term	30.64
3rd term	40.87
4th term	50.14

Supplemental Benefits:

(Per hour)

1st term	\$ 19.27
2nd term	27.34
3rd term	32.85
4th term	36.01

8-1087 (DC9 NYC)

Insulator - Heat & Frost

10/01/2024

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2024

Insulators Heat & Frost	\$ 71.01
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SUPPLEMENTAL BENEFITS

Per Hour:

Insulators Heat & Frost	\$ 36.76
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OVERTIME PAY

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

* Triple time for Labor Day (If worked)

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages:

1 year terms.

Wages Per Hour:

	1st	2nd	3rd	4th
	\$ 31.96	\$ 39.06	\$ 46.16	\$ 53.26

Supplemental Benefits:

	\$ 16.56	\$ 20.23	\$ 23.91	\$ 27.06
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4-12

Ironworker

10/01/2024

JOB DESCRIPTION Ironworker

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per Hour:	07/01/2024	01/01/2025
Stone Derrickmen Rigger	\$ 75.40	Additional \$ 1.64*
Stone Handset Derrickman	72.55	1.11*

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour:

Stone Derrickmen Rigger	\$ 45.52
Stone Handset Derrickman	44.76

OVERTIME PAY

See (B, D1, *E, Q, **V) on OVERTIME PAGE

*Time and one-half shall be paid for all work on Saturday up to eight (8) hours and double time shall be paid for all work thereafter.

** Benefits same premium as wages on Holidays only

HOLIDAY

Paid: See (18) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 25) on HOLIDAY PAGE
 Work stops at schedule lunch break with full day's pay.

REGISTERED APPRENTICES

Wage per hour:

Stone Derrickmen Rigger:

	1st	2nd	3rd	4th
07/01/2024	\$ 37.20	\$ 53.28	\$ 59.32	\$ 65.36

Supplemental Benefits:

Per hour:				
07/01/2024	23.27	34.39	34.39	34.39

Stone Handset:

1/2 year terms at the following hourly wage rate:

	1st	2nd	3rd	4th
07/01/2024	\$ 35.78	\$ 51.04	\$ 56.79	\$ 62.55

Supplemental Benefits:

Per hour:				
07/01/2024	22.95	34.08	34.08	34.08

9-197D/R

Ironworker

10/01/2024

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour:	07/01/2024	01/01/2025
Ornamental	\$ 47.65	Additional
Chain Link Fence	47.65	\$ 1.25/hr*
Guide Rail	47.65	

(*)To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour:	
Journeyworker:	\$ 66.29

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

1 year terms	07/01/2024
1st Term	\$ 25.98
2nd Term	28.45
3rd Term	30.80
4th Term	34.39

Supplemental Benefits per hour:

1st Term	\$ 16.29
2nd Term	18.29
3rd Term	19.29
4th Term	20.29

4-580-Or

Ironworker

10/01/2024

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

PER HOUR:	07/01/2024	01/01/2025
Ironworker:		Additional
Structural	\$ 57.20	\$ 1.75/Hr.*
Bridges		
Machinery		

(*)To be allocated at a later date.

SUPPLEMENTAL BENEFITS

PER HOUR PAID:	
Journeyman	\$ 89.85

OVERTIME PAY

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

*NOTE: Benefits are calculated for every hour paid.

HOLIDAY

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (5, 6, 18, 19) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES PER HOUR:

6 month terms at the following rate:

1st	\$ 30.23
2nd	30.83
3rd - 6th	31.44

Supplemental Benefits
 PER HOUR PAID: 62.47

4-40/361-Str

Ironworker

10/01/2024

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Rockland: Southern section - south of Convent Road and east of Blue Hills Road.

WAGES

Per hour: 07/01/2024

Reinforcing &
 Metal Lathing \$ 56.95

"Base" Wage 55.20
 plus \$ 1.75

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

SUPPLEMENTAL BENEFITS

Per hour:
 Reinforcing & Metal Lathing \$ 44.63

OVERTIME PAY

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

*Only \$23.50 per Hour for non worked hours

Supplemental Benefit Premiums for Overtime Hours worked:

Time & One Half \$ 51.13
 Double Time 57.63

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 11, 13, *18, **19, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year terms at the following wage rates:

Prior to 01/01/2020:

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

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

SUPPLEMENTAL BENIFITS

Per Hour:

1st term	2nd term	3rd term	4th Term
\$18.17	\$21.34	\$22.00	\$22.50

After 01/01/2020:

1st term	2nd term	3rd term	4th Term
Wage Per Hour: \$ 22.55	\$ 23.60	\$ 24.60	\$ 25.65
"Base" Wage			

\$21.00 plus \$1.55	\$22.00 plus \$1.60	\$23.00 plus \$1.60	\$24.00 plus \$1.65
------------------------	------------------------	------------------------	------------------------

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

SUPPLEMENTAL BENEFITS

Per Hour:

1st term \$18.40	2nd term \$17.40	3rd term \$16.45	4th Term \$15.45
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4-46Reinf

Laborer **10/01/2024**

JOB DESCRIPTION Laborer

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:

Striper (Highway/streets):	07/01/2024	07/01/2025
Striping-Machine Operator	\$ 41.00	Additional \$ 3.05**
Striping Thermoplastic	45.00	
Flagger - Traffic Safety*	39.00	

Note: * Includes but is not limited to: Positioning of cones and directing of traffic using handheld devices. Excludes the Driver/Operator of equipment used in protection of traffic safety.

** To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyworker	\$ 19.27
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OVERTIME PAY

See (B, H) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

1st Term (1-2000 hours)	\$ 31.36
2nd Term (2001-4000 hours)	33.00

Supplemental Benefits per hour:

All Terms	19.27
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9-1010-LS

Laborer **10/01/2024**

JOB DESCRIPTION Laborer

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour: 07/01/2024

Laborer/Excavation

**Asbestos and Lead Abatement &
 Removal, Hazardous Waste Removal
 (including soil)

\$ 45.00

Basic 45.00

Flagman 45.00

Pipelayer 45.00

*Tree Work, *Landscape 45.00

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

** Applies to Heavy & Highway projects

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker: \$ 54.03

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

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

HOLIDAY

Paid: See (2, 20) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wage per hour:

1000 hour terms at the following hourly wage rate.

07/01/2024

1st	0 - 1000	\$ 22.50
2nd	1001-2000	27.00
3rd	2001-3000	33.75
4th	3001-4000	40.50

Supplemental Benefits per hour:

All Apprentices 54.03

9-731Ex

Laborer

10/01/2024

JOB DESCRIPTION Laborer

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:

GROUP 14: Blasters.

GROUP 16: Tunnel workers - including Miners, Drill Runners, Iron Men, Maintenance Men, Conveyor Men, Safety Miners, Riggers, Block Layers, Cement Finishers, Rod Men, Caulkers, Powder Carriers, Miners' Helpers, Chuck Tenders, Track Men, Nippers, Brake Men, Derail Men, Form Men, Bottom Bell, Top Bell or Signal men, Form Workers, Movers, Concrete Workers, Shaft Men, Tunnel Laborers and Caulkers' Helpers.

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

Wages: (per hour) 07/01/2024

Laborer (Tunnel)-FREE AIR:

Group 14	\$ 77.13
Group 16	73.75
Group 17*	68.18

Small Bore Micro Tunnel Machines 80% of rates above

For Repairs on Existing Water Tunnels 90% of rates above

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

For Repair & Maintenance

of all Subway & Vehicular Tunnels 80% of rates above

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

Note: Employer shall pay \$10.00 per day for each half mile starting at a point 500 feet from the bottom of the shaft.

SUPPLEMENTAL BENEFITS

Per hour:

GROUP 14 \$ 55.32
 GROUP 16 53.06
 GROUP 17 49.11

Small Bore Micro Tunnel Machines 80% of rates above

For Repairs on Existing Water Tunnels 90% of rates above

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

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

OVERTIME PAY

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

HOLIDAY

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

9-147Tnl/Free

Laborer - Building 10/01/2024

JOB DESCRIPTION Laborer - Building **DISTRICT 9**

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

WAGES
 Per hour: 07/01/2024 01/01/2025
 Additional
 Basic Laborer and Mason Tender \$ 44.70* \$ 1.25**

*Before calculating premium wage deduct \$3.25

** To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour:

Basic Laborer and Mason Tender \$ 29.99

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wage per hour:

1000 hour terms at the following wage rate:

Term:	1st	2nd	3rd	4th
Basic Laborer and Mason Tender 07/01/2024	\$ 22.05*	\$ 23.80*	\$ 25.30*	\$ 27.80*

*Before calculating premium wage deduct \$0.50

Supplemental Benefits per hour:

All Terms 07/01/2024	\$ 10.77	9-MTDC(79)
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Laborer - Building **10/01/2024**

JOB DESCRIPTION Laborer - Building **DISTRICT 9**

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

WAGES

Per hour:	07/01/2024	07/01/2025 Additional
Skilled Interior Demolition Laborer:	\$ 39.70*	\$ 0.75***
General Interior Demolition Laborer:	28.89**	

* Before calculating overtime wages deduct \$1.70

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

***To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per Hour:	
Skilled Interior Demolition Laborer:	24.84
General Interior Demolition Laborer:	19.16

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wage Per Hour:

1000 hour terms at the following wage rate:

1st	2nd	3rd	4th
\$ 21.80*	\$ 23.55*	\$ 25.05*	\$ 27.55*

* Before calculating overtime wages deduct \$0.50

Supplemental Benefits Per Hour:

All Terms:	10.47	9-MTDC (79-ID)
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Laborer - Building **10/01/2024**

JOB DESCRIPTION Laborer - Building **DISTRICT 9**

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

WAGES

Per hour:	07/01/2024
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Laborer:

Laborer-Concrete
 (including flag person) \$ 42.53
 + 8.00*

* This portion is not subjected to overtime premiums.

SUPPLEMENTAL BENEFITS

Per Hour \$ 20.20
 + 9.00**

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

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

Terms based on hours listed:

1st	2nd	3rd
0-1334	1334-2668	2669-4000
\$ 15.35 + 2.49*	\$ 20.15 + 7.32*	\$ 20.95 + 7.80*

* This portion is not subjected to overtime premiums.

Supplemental Benefits:

Per hour:

\$ 12.70 + 2.65*	\$ 16.70 + 3.45*	\$ 16.70 + 4.25*
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Journeyworker rate applies after 4000 hours

*This portion subjected to same premium as wages.

9-6A/18A/20-C

Laborer - Building

10/01/2024

JOB DESCRIPTION Laborer - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour: 07/01/2024 01/01/2025
 Building: Additional

Plasterer Tender and
 Spray Fireproofing Tender \$ 44.70* \$ 1.25**

* Before calculating overtime wages deduct \$3.25

**To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour:
 Journeyworker \$ 29.99

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wage per hour:

1000 hours terms at the following wage.

	1st	2nd	3rd	4th
01/01/2024	\$22.05*	\$23.80*	\$25.30*	\$27.80*

* Before calculating overtime wages deduct \$ 0.50

Supplemental Benefits per hour:

All Terms:
 07/01/2024

\$ 10.77

9-30 (79)

Laborer - Building **10/01/2024**

JOB DESCRIPTION Laborer - Building

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2024 01/06/2025

Asbestos, Lead and Hazardous Material Abatement Laborer	\$ 39.00	Additional \$ 1.50/Hr.*
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(*)To be allocated at a later date.

(Re-Roofing Removal See Roofer)

NOTE: Asbestos removed from Mechanical Systems not to be scrapped
 See Asbestos Worker

SUPPLEMENTAL BENEFITS

Per Hour:

Laborer \$ 20.10

OVERTIME PAY

See (B, B2, I) on OVERTIME PAGE

*Calculate at \$39.00 per hour then add \$1.55

HOLIDAY

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

REGISTERED APPRENTICES

1000 hour terms at the following:

Per Hour:	
1st Term	\$ 20.00*
2nd Term	21.00**
3rd Term	24.00***
4th Term	26.00****

SUPPLEMENTAL BENEFIT

Per Hour:

All Terms \$ 14.35

OVERTIME PAY:

- *Calculate at \$20.00 per hour then add \$1.00
- **Calculate at \$21.00 per hour then add \$1.00
- ***Calculate at \$24.00 per hour then add \$1.00
- ****Calculate at \$26.00 per hour then add \$1.00

4-NYDC(78)

Laborer - Building **10/01/2024**

JOB DESCRIPTION Laborer - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:	07/01/2024	01/01/2025 Additional
Skilled Demolition Laborer:	\$ 42.48*	\$ 0.50***
General Demolition Laborer:	31.06**	

*Before calculating overtime wages deduct \$3.00
 **Before calculating overtime wages deduct \$2.35
 ***To be allocated at a later date.

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

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

SUPPLEMENTAL BENEFITS

Per hour:
 Journeyworker:

Skilled Demolition Laborer:	\$ 28.92
General Demolition Laborer:	21.98

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

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

07/01/2024	1st	2nd	3rd	4th
	\$ 22.05*	\$ 23.80*	\$ 25.30*	\$ 27.80*

*Before calculating overtime wages deduct \$0.50

Supplemental Benefits per hour:

All Terms:	
07/01/2024	\$ 10.77

9-79/95

Laborer - Concrete & Asphalt Paving **10/01/2024**

JOB DESCRIPTION Laborer - Concrete & Asphalt Paving

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

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

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

Per hour:	07/01/2024
Concrete Formsetter	\$ 49.35 + \$ 8.00*
Asphalt Screeperson/Micro Paver	49.95 + \$ 8.00*
Asphalt Raker	49.35 + \$ 8.00*
Group 1	45.48 + \$ 8.00*
Group 2	45.48 + \$ 8.00*

* This portion is not subjected to overtime premiums.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker: \$ 45.55

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

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

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

HOLIDAY

Paid: See (5, *11, 20) on HOLIDAY PAGE

HOLIDAY:

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

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

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

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

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

REGISTERED APPRENTICES

Wage per hour:

2000 hours term:

1st term	2nd term
1-1999	2000-4000
\$ 31.36 + \$ 8.00*	\$ 33.00 + \$ 8.00*

* This portion is not subjected to overtime premiums.

Supplemental Benefits per hour:

2000 hours term:

1st term	2nd term
1-1999	2000-4000
\$ 18.67	\$ 18.67

9-1010H/H

Laborer - Trac Drill

10/01/2024

JOB DESCRIPTION Laborer - Trac Drill

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

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

Group 2: Hydraulic Trac Drill

Group 3: Air Trac, Wagon and Quarry bar

Group 4: Blaster

Per Hour: 07/01/2024

Group 1	\$ 45.00
Group 2	52.35
Group 3	51.52
Group 4	58.21

SUPPLEMENTAL BENEFITS

Per Hour:

All Classifications: 54.03

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

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

HOLIDAY

Paid: See (2, 20) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wage per hour:

1000 hour terms at the following hourly wage rate.

07/01/2024

1st	0 - 1000	\$ 22.50
2nd	1001-2000	27.00
3rd	2001-3000	33.75
4th	3001-4000	40.50

Supplemental Benefits per hour:

All Apprentices 54.03

9-731/29

Laborer - Tunnel

10/01/2024

JOB DESCRIPTION Laborer - Tunnel

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

GROUP 5: Blasters and Mucking Machine Operators

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

GROUP 7: Top Nipper

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

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

WAGES: (per hour)

07/01/2024

Laborer (Compressed Air):

GROUP 5	\$ 80.82
GROUP 6	77.95
GROUP 7	76.65
GROUP 8,9	75.10
GROUP 10	66.18

Note: Employer shall pay \$10.00 per day for each one half (1/2) mile or fraction starting from a point 500 feet from the shaft.

SUPPLEMENTAL BENEFITS

SUPPLEMENTAL BENEFITS:

per hour:

GROUP 5	\$ 57.61
GROUP 6	55.81
GROUP 7	54.68
GROUP 8,9	53.84

GROUP 10 50.85

OVERTIME PAY

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

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

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

HOLIDAY

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

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

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

9-147Tnl/Comp Air

Mason

10/01/2024

JOB DESCRIPTION Mason

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2024

Brick/Block Layer \$ 67.14

Base Wage for OT Calculation \$ 55.93

SUPPLEMENTAL BENEFITS

Per Hour:

Brick/Block Layer \$ 34.90

OVERTIME PAY

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

Note: OT Calculated on Base Wage plus \$ 11.21/hr.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

(800 hour) Terms at the following Percentage of Journey workers "Base Wage" plus \$ 5.94/hr.:

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

Supplemental Benefits per hour:

All Apprentices \$ 24.70

4-1Brk

Mason - Building

10/01/2024

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Building

Wages per hour: 07/01/2024 01/01/2025
 Additional

Mosaic & Terrazzo Mechanic \$ 60.98 \$ 1.06*

Mosaic & Terrazzo Finisher 58.96

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour:

Mosaic & Terrazzo Mechanic \$ 31.36*
 + \$9.78

Mosaic & Terrazzo Finisher \$ 31.36*
 + \$9.77

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

OVERTIME PAY

See (A, E, Q) on OVERTIME PAGE

07/01/2024- Deduct \$7.00 from hourly wages before calculating overtime.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

Easter Sunday is an observed holiday. Holidays falling on a Saturday will be observed on that Saturday. Holidays falling on a Sunday will be celebrated on the Monday.

REGISTERED APPRENTICES

Wages Per hour:

	1st 0- 1500	2nd 1501- 3000	3rd 3001- 3750	4th 3751- 4500	5th 4501- 5250	6th 5251- 6000
07/01/2024	\$ 25.19	\$ 32.39	\$ 38.18	\$ 40.78	\$ 49.00	\$ 55.75

Supplemental Benefits per hour:

07/01/2024	\$7.12* + 3.43	\$9.16* + 4.40	\$17.22* + 5.87	\$23.86* + 6.84	\$24.86* + 7.83	\$27.36* + 8.80
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*This portion of benefits subject to same premium rate as shown for overtime wages.

9-7/3

Mason - Building

10/01/2024

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:	07/01/2024	12/02/2024 Additional
Tile Setters	\$ 64.40	\$ 0.72*

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per Hour:	\$ 28.51* + 8.52
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*This portion of benefits subject to same premium rate as shown for overtime wages.

OVERTIME PAY

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

Work beyond 10 hours on Saturday shall be paid at double the hourly wage rate.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wage per hour:

750 hour terms at the following wage rate:

	1st 1- 750	2nd 751- 1500	3rd 1501- 2250	4th 2251- 3000	5th 3001- 3750	6th 3751- 4500	7th 4501- 5250	8th 5251- 6000	9th 6001- 6750	10th 6501- 7000
07/01/2024	\$22.19	\$27.21	\$34.45	\$39.46	\$43.07	\$46.58	\$50.23	\$55.24	\$57.71	\$62.00

Supplemental Benefits per hour:

	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
07/01/2024	\$12.55*	\$12.55*	\$15.36*	\$15.36*	\$16.36*	\$17.86*	\$18.86*	\$18.86*	\$18.86*	\$24.11*
	+\$.76	+\$.81	+\$.91	+\$.96	+\$1.43	+\$1.48	+\$1.91	+\$1.97	+\$4.57	+\$5.18

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

9-7/52

Mason - Building

10/01/2024

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2024 01/06/2025
 Additional

Building-Marble Restoration:

Marble, Stone & \$ 47.72 \$ 0.57*

Terrazzo Polisher

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per Hour:
 Journeyworker:

Building-Marble Restoration:

Marble, Stone & Polisher \$ 31.50

OVERTIME PAY

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

* On Saturdays, 8th hour and successive hours paid at double hourly rate.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES per hour:

900 hour term at the following wage:

1st	2nd	3rd	4th
1-900	901-1800	1801-2700	2701
\$ 33.40	\$ 38.18	\$ 42.94	\$ 47.72

Supplemental Benefits Per Hour:

29.06	29.87	30.69	31.50
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9-7/24-MP

Mason - Building

10/01/2024

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2024 01/06/2025
 Additional
 Marble Cutters & Setters \$ 63.92 \$ 0.75*

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker \$ 40.05

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage Per Hour:

07/01/2024

750 hour terms at the following wage

1st	2nd	3rd	4th	5th	6th	7th	8th
0-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6750	6751-7500	7500+
\$ 27.01	\$ 40.52	\$ 43.88	\$ 47.26	\$ 50.64	\$ 54.32	\$ 60.71	\$ 63.92

Supplemental Benefits per hour:

07/01/2024

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 26.42	\$ 29.76	\$ 30.61	\$ 31.44	\$ 32.28	\$ 37.55	\$ 39.23	\$ 40.05

9-7/4

Mason - Building

10/01/2024

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:	07/01/2024	12/02/2024
Tile Finisher	\$ 49.46	Additional \$ 0.59*

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per Hour:

\$ 25.36*
 + \$8.33

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

OVERTIME PAY

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

Double time rate after 10 hours on Saturdays

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

9-7/88-tf

Mason - Building

10/01/2024

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour:	07/01/2024	01/06/2025
Marble, Stone, Maintenance Finishers:	\$ 27.72	Additional \$ 0.41*

Note 1: An additional \$2.00 per hour for time spent grinding floor using "60 grit" and below.

Note 2: Flaming equipment operator shall be paid an additional \$25.00 per day.

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per Hour:

Marble, Stone
 Maintenance Finishers: \$ 15.74

OVERTIME PAY

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

*Double hourly rate after 8 hours on Saturday

HOLIDAY

Paid: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE

1st term apprentice gets paid for all observed holidays.

REGISTERED APPRENTICES

WAGES per hour:

07/01/2024

0-750	\$ 22.32
751-1500	23.04
1501-2250	23.75
2251-3000	24.48
3001-3750	25.56
3751-4500	27.00
4501+	27.72

Supplemental Benefits:
 Per hour:

0-750	12.69
751-1500	13.10
1501-2250	13.51
2251-3000	13.91
3001-3750	14.52
3751-4500	15.33
4501+	15.74

9-7/24M-MF

Mason - Building / Heavy&Highway

10/01/2024

JOB DESCRIPTION Mason - Building / Heavy&Highway

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2024 01/06/2025
 Additional

Marble-Finisher \$ 49.99 \$ 0.53*

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Journeyworker:
 Per hour

Marble- Finisher \$ 37.39

OVERTIME PAY

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

Work beyond 8 hours on a Saturday shall be paid at double the rate.

HOLIDAY

Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

When an observed holiday falls on a Sunday, it will be observed the next day.

9-7/20-MF

Mason - Building / Heavy&Highway **10/01/2024**

JOB DESCRIPTION Mason - Building / Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2024

Cement Mason \$ 57.72

SUPPLEMENTAL BENEFITS

Per Hour:

Cement Mason \$ 34.66

1.5 X overtime rate \$ 62.95

2 X overtime rate \$ 69.32

OVERTIME PAY

See (B1, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

(1) year terms at the following wage:

1st Term \$ 23.39

2nd Term \$ 28.29

3rd Term \$ 33.69

Supplement Benefits per hour paid:

	ST	1.5X OT	2X OT
1st Term	\$ 14.86	\$ 22.30	\$ 29.72
2nd Term	\$ 15.16	\$ 22.75	\$ 30.32
3rd Term	\$ 15.27	\$ 22.91	\$ 30.54

4-780

Mason - Building / Heavy&Highway **10/01/2024**

JOB DESCRIPTION Mason - Building / Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

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

Per Hour:

07/01/2024

05/01/2025

Additional

\$ 3.42/Hr+

Stone Setter \$ 69.91
 Base Rate 53.84*

Stone Tender \$51.82
 Base Rate 44.54*

(+)To be allocated at a later date for all classes.

SUPPLEMENTAL BENEFITS

Per Hour:

Stone Setter \$ 42.52

Stone Tender 23.15

OVERTIME PAY

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

* Base Rates are used to Calculate Overtime Premiums then adding in: \$15.81/Hr. for Stone Setter or \$7.28/Hr. for Stone Tender.

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

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

HOLIDAY

Paid: See (*18) on HOLIDAY PAGE
 Overtime: See (5, 6, 10) on HOLIDAY PAGE
 Paid: * Must work first 1/2 of day.

REGISTERED APPRENTICES

Per Hour:

Stone Setter(800 hour) terms at the following Percentage of Stone Setters Base wage rate per hour plus \$7.32:

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

Supplemental Benefits:

All Apprentices \$ 25.85

4-1Stn

Mason - Heavy&Highway

10/01/2024

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2024

Pointer, Caulkers & Cleaners \$ 63.69

SUPPLEMENTAL BENEFITS

Per Hour:

Pointer, Cleaners & Caulkers \$ 31.90

OVERTIME PAY

See (B, E2, H) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

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

1st	2nd	3rd	4th
\$ 32.76	\$ 37.09	\$ 42.97	\$ 51.60

Apprentices Supplemental Benefits:

(per hour paid)	\$ 15.40	\$ 21.70	\$ 24.45	\$ 25.45
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4-1PCC

Operating Engineer - Building

10/01/2024

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 9

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Dutchess: that part of Dutchess County lying south of the North City Line of the City of Poughkeepsie.

WAGES

NOTE: Construction surveying
 Party Chief--One who directs a survey party
 Instrument Man--One who runs the instrument and assists Party Chief.
 Rodman--One who holds the rod and assists the Survey Crew

Wages:(Per Hour) 07/01/2024

Building Construction:

Party Chief \$ 79.99
 Instrument Man 60.36
 Rodman 40.45

Steel Erection:

Party Chief 83.13
 Instrument Man 64.21
 Rodman 44.33

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

Party Chief 88.06
 Instrument man 65.66
 Rodman 55.70

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2024

Building Construction \$ 28.63* +\$ 7.65

Steel Erection 29.23* + 7.65

Heavy Construction 30.04* + 7.64

* This portion subject to SAME premium as wages

Non-Worked Holiday Supplemental Benefit:

21.83

OVERTIME PAY

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

Code "A" applies to Building Construction and has double the rate after 7 hours on Saturdays.

Code "B" applies to Heavy Construction and Steel Erection and had double the rate after 8 hours on Saturdays.

HOLIDAY

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

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

9-15Db

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

10/01/2024

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

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

STEEL ERECTION:

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

Group 2: Oiler (Truck Crane)

Group 3: Oiler (Crawler Crane)

BUILDING CONSTRUCTION:

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

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

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

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

Group 5: Maintenance on Radiant Mechanical Heaters

HEAVY CONSTRUCTION (Excavation, Foundations, etc)

Group 1: Maintenance of: Generators, Light Towers

Group 2: Maintenance of: Pumps, Mixers including mudsucking

Group 3: Base Mounted Tower Cranes

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

WAGES:

Per hour: 07/01/2024

Steel Erection:

Group 1	\$ 81.43
Group 2	76.58
Group 3	58.22

Building Construction:

Group 1	\$ 72.41
Group 2	57.36
Group 3	69.09
Group 4	52.62
Group 5	46.07

Heavy Construction:

Group 1	\$ 57.43
Group 2	58.68
Group 3	108.95
Group 4	84.24

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2024

Building Construction	\$ 30.52* + \$7.40
Steel Erection & Heavy	31.02* + \$7.40

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

Non-Worked Holiday Supplemental Benefits:

21.87

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wages Per Hour:

(1) year terms at the following wage rates:

1st	2nd	3rd	4th.
\$ 38.52	\$ 45.23	\$ 48.70	\$ 52.17

Supplemental Benefits:

Per Hour:

All Terms \$ 16.52* + 7.40

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

9-15Ab

Operating Engineer - Building / Heavy&Highway

10/01/2024

JOB DESCRIPTION Operating Engineer - Building / Heavy&Highway

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

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

Per Hour: 07/01/2024

Maintenance Engineer \$ 84.24
(Sewer Systems)

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyman \$ 31.02*
+ \$ 7.40

*This portion of benefits subject to SAME premium as OT wages.

Non-Worked Holiday Supplemental Benefits:

\$ 21.87

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

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

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

REGISTERED APPRENTICES

Per Hour:

(1) year terms at the following wage rates.

1st	2nd	3rd	4th
\$38.52	\$45.23	\$48.70	\$52.17

Supplemental Benefits:

Per Hour:

All Apprentices: \$ 16.52* + \$ 7.40

* This portion of benefits subject to the SAME premium as OT wages

9-15Sewer

Operating Engineer - Building / Heavy&Highway

10/01/2024

JOB DESCRIPTION Operating Engineer - Building / Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2024 08/01/2024

Well Driller	\$ 41.85	\$ 43.11
Well Driller Helper	\$ 36.26	\$ 37.35
Hazardous Waste Differential Added to Hourly Wage:		
Level A	\$ 3.00	
Level B	\$ 2.00	
Level C	\$ 1.00	

Monitoring Well Work Add to Hourly Wage:		
Level A	\$ 3.00	
Level B	\$ 2.00	

SUPPLEMENTAL BENEFITS

Per Hour:

Well Driller & Helper	10% of straight time rate plus \$ 13.50
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Additional \$ 4.25/Hr. for Premium Time Hours Worked

OVERTIME PAY

See (B2, P, S) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Apprentices at 12 Month Terms

Wages Per Hour:

1st Term	\$ 28.00
2nd Term	\$ 29.00
3rd Term	\$ 30.00

SUPPLEMENTAL BENEFITS

Per Hour:

All Terms	10% of Wage + \$ 13.50
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Additional \$4.25/Hr. for premium time hours worked.

4-138well

Operating Engineer - Building & Steel Erection

10/01/2024

JOB DESCRIPTION Operating Engineer - Building & Steel Erection

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per Hour: 07/01/2024

STEEL ERECTION:

Three Drum Derricks	\$ 107.16
Cranes, Two Drum Derricks, Hydraulic Cranes & Fork Lifts, Boom Trucks	103.28
Compressors, Welding Machines	63.36
Compressors (not combined with welding machines)	60.71

BUILDING CONSTRUCTION:

Cranes, Stone Derrick, Boom Trucks, Hydraulic Cranes,	103.62
Double Drum	98.28
4 Pole Hoists and Single Drum Hoists	87.78

Fork Lifts, Plaster(Platform Machine)Plaster Bucket, Concrete Pumps and all other equipment used for hoisting	80.54
*House Cars and Rack & Pinion	71.35
*House Cars (New Projects)	58.47
Erecting and dismantling Cranes	88.64

Compressors, Welding Machines(Cutting Concrete-Tank Work),
 Paint Spraying, Sand Blasting, Pumps(With the exclusion of
 concrete pumps), House Car (Settlement basis only), All
 Engines irrespective of power(Power-Vac)used to drive
 auxiliary equipment Air, Hydraulic, etc., Boilers, Jacking System
 62.20

APPLICABLE TO BUILDING CATEGORY:

CRANES: Crawler Or Truck

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

APPLICABLE TO STEEL CATEGORY:

CRANES: Crawler Or Truck

	In Addition To Above Crane Rates
100' to 149' Boom	\$ 2.25/hr
150' to 249' "	\$ 2.50/hr
250' to 349' "	\$ 2.75/hr
350' to 450' "	\$ 3.25/hr
Tower Crane	\$ 2.50/hr

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2024

All Operator Classes \$ 26.15*
 plus \$ 6.30

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

OVERTIME PAY

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

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

**Applies to Building Construction category

***Applies to Steel Erection

HOLIDAY

Paid: See (5, 6, 8, 11, 12, 15, 16, 25, 26) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 12, 15, 16, 25, 26) on HOLIDAY PAGE

Codes 8 and 12 apply ONLY to Steel Erection

Code 16 applies ONLY to Building Construction

REGISTERED APPRENTICES

Wage Per Hour:

Apprentices (1) year terms at the following rates:

	1st	2nd	3rd
07/01/2024	\$ 44.92	\$ 54.40	\$ 63.88

Supplemental Benefits Per Hour:

07/01/2024

Straight Time \$ 15.65*
 plus \$ 6.30

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

JOB DESCRIPTION Operating Engineer - Heavy Construction 1

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

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

- Group 1: Tower Crane/Climbing Crane
- Group 2: Backhoes (Including all track and rubber tire backhoes over 37,000 lbs), Power Shovels, Steel Erection: Hydraulic Clam Shells, Moles and machines of a similar nature
- Group 3: Mine Hoists, Cranes, etc, used as Mine Hoists
- Group 4: Gradalls, Keystones, Cranes (With digging buckets), Bridge Cranes, Trenching Machines, Vermeer Cutter and machines of a similar nature
- Group 5: Pile Drivers and Rigs (Employing Dock-Builders Foreman), Derrick Boats, Tunnel Shovels,
- Group 6: All Drills and machines of a similar nature
- Group 7: Back-Filling Machines and Cranes, Mucking Machines, Dual Drum Pavers
- Group 8: Mixers (Concrete with loading attachment), Concrete Pavers, Cableways, Land Derricks, Power House (Low pressure units)
- Group 9: Concrete Pumps, Concrete Plant, Stone Crushers, Double Drum Hoists, Power Houses (Other than above)
- Group 10: Concrete Mixer
- Group 11: Elevators
- Group 12: Concrete Breaking Machines, Single Drum Hoists, Load Masters, Locomotives and Dinkies (Over 10 tons), Hydraulic Crane-Second Engineer
- Group 13: On-Site Concrete Plant Engineers, On-Site Asphalt Plant Engineer and Vibratory Console
- Group 14: Barrier Mover, Barrier Transport and machines of a similar nature
- Group 15: Compressors (Portable, 3 or more), Truck Compressor (Engineer Driver), Tugger Machines, Well Point Pumps, Chum Drill
- Group 16: Boilers(High pressure),Compressors, Pumps(River Cofferdam) and Welding Machines(except where arc is operated by another Operating Engineer) Push Button Machines, All Engines, irrespective of power(Power Pac) used to drive auxiliary equipment, Air, Hydraulic, etc.
- Group 17: Utility-Horizontal Boring Rig
- Group 18: Utility Compressors
- Group 19: Paving-Asphalt Spreader, Autogrades (C.M.I.), Roto-Mill
- Group 20: Paving-Asphalt Roller
- Group 21 Paving-Asphalt Plant
- Group 22: Roller (non paving, all sizes)

WAGES:(per hour) 07/01/2024

Group 1	\$ 123.06
Group 2	102.98
Group 3	106.03
Group 4	103.66
Group 5	101.78
Group 6	98.05
Group 7	99.74
Group 8	97.10
Group 9	95.24
Group 10	91.40
Group 11	85.94
Group 12	87.66
Group 13	88.24
Group 14	80.02
Group 15	68.59
Group 16	64.34
Group 17	92.77
Group 18	63.97
Group 19	97.10
Group 20	94.83
Group 21	81.44
Group 22	94.83

Cranes: Crawler or Truck

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

SUPPLEMENTAL BENEFITS

Per Hour:
Groups 1-22

Regular Time \$ 26.15* plus \$ 6.30

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

Non-Worked Holiday Supplemental Benefits:
 \$ 20.80

OVERTIME PAY
 See (D, O) on OVERTIME PAGE

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

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

Groups 1-22	1st	2nd	3rd
	\$ 44.92	\$ 54.40	\$ 63.88

Supplemental Benefits:

Groups 1-22	
Regular Time	\$ 15.65* plus \$ 6.30

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

9-14 HC

Operating Engineer - Heavy Construction 2 **10/01/2024**

JOB DESCRIPTION Operating Engineer - Heavy Construction 2 **DISTRICT 9**

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

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

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

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

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

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

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

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

WAGES:(per hour) 07/01/2024

Group 23	\$ 87.05
Group 24	84.62
Group 25	80.57
Group 26	76.47
Group 27	54.57
Group 28	80.57

Cranes: Crawler or Truck
 100' to 149' \$0.50 per hour additional to above Crane Rates
 150' to 249' \$0.75 per hour additional to above Crane Rates
 250' to 349' \$1.00 per hour additional to above crane Rates
 350' to 450' \$1.50 per hour additional to above crane Rates

SUPPLEMENTAL BENEFITS
 Per Hour:

Groups 23-28
 Regular Time 31.02* + \$7.40

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

Non-Worked Holiday Supplemental Benefits:
 21.87

OVERTIME PAY
 See (D, O) on OVERTIME PAGE

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

REGISTERED APPRENTICES

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

	1st	2nd	3rd	4th
Groups 23-28	\$38.52	\$45.23	\$48.70	\$52.17

Supplemental Benefits:
 Regular Time \$ 16.52* + \$ 7.40

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

9-15 HC

Operating Engineer - Marine Dredging **10/01/2024**

JOB DESCRIPTION Operating Engineer - Marine Dredging

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

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

Per Hour:	07/01/2024
CLASS A1 Deck Captain, Leverman, Mechanical Dredge Operator, Licensed Tug Operator 1000HP or more.	\$ 45.26
CLASS A2 Crane Operator (360 swing)	40.33
CLASS B Dozer, Front Loader Operator on Land	To conform to Operating Engineer Prevailing Wage in locality where work is being performed including benefits.
CLASS B1 Derrick Operator (180 swing) Spider/Spill Barge Operator Operator II, Fill Placer, Engineer Chief Mate, Electrician, Chief Welder, Maintenance Engineer, Licensed Boat, Crew Boat Operator	39.14
CLASS B2 Certified Welder	36.84
CLASS C1 Drag Barge Operator, Steward, Mate, Assistant Fill Placer	35.83
CLASS C2	34.68

Boat Operator

CLASS D 28.81
 Shoreman, Deckhand, Oiler,
 Rodman, Scowman, Cook,
 Messman, Porter/Janitor

SUPPLEMENTAL BENEFITS

Per Hour:
 THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes A & B \$ 12.00 plus 7%
 of straight time
 wage, Overtime hours
 add \$ 0.63

All Class C & D \$ 11.75 plus 7%
 of straight time
 wage, Overtime hours
 add \$ 0.50

OVERTIME PAY

See (B2, F, R) on OVERTIME PAGE

HOLIDAY

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

4-25a-MarDredge

Operating Engineer - Survey Crew - Consulting Engineer 10/01/2024

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer **DISTRICT 9**

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

PARTIAL COUNTIES
 Dutchess: That part in Dutchess County lying South of the North City line of Poughkeepsie.

WAGES
 Feasibility and preliminary design surveying, any line and grade surveying for inspection or supervision of construction.

Per hour: 07/01/2024
 Survey Classifications

Party Chief \$ 49.39
 Instrument Man 40.96
 Rodman 35.63

SUPPLEMENTAL BENEFITS

Per Hour:
 All Crew Members: \$ 23.75

OVERTIME PAY

OVERTIME:.... See (B, E*, Q, V) ON OVERTIME PAGE.
 *Double-time paid on the 9th hour on Saturday.

HOLIDAY

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

9-15dconsult

Painter 10/01/2024

JOB DESCRIPTION Painter **DISTRICT 8**

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

WAGES
 Per hour: 07/01/2024 05/01/2025
 Additional

Brush 52.86* \$ 2.62**

Abatement/Removal of lead based or lead containing paint on materials to be repainted.	52.86*
Spray & Scaffold	\$ 55.86*
Fire Escape	55.86*
Decorator	55.86*
Paperhanger/Wall Coverer	55.09*

*Subtract \$ 0.10 to calculate premium rate.

** To be allocated at a later date.

SHIFT WORK

Counties of Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Suffolk, and Westchester; Agency/Government mandated off-shift work to be paid at time and one-half the hourly wage.

SUPPLEMENTAL BENEFITS

Per hour:

Paperhanger	\$ 36.73
All others	34.31
Premium	38.28**

**Applies only to "All others" category, not paperhanger journeyworker.

OVERTIME PAY

See (A, E, R) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

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

Per hour:	07/01/2024
Appr 1st term...	\$ 20.22*
Appr 2nd term...	25.93*
Appr 3rd term...	31.61*
Appr 4th term...	42.40*

*Subtract \$ 0.10 to calculate premium rate.

Supplemental benefits:

Per Hour:	
Appr 1st term...	\$ 16.89
Appr 2nd term...	20.95
Appr 3rd term...	24.10
Appr 4th term...	30.57

8-NYDC9-B/S

Painter

10/01/2024

JOB DESCRIPTION Painter

DISTRICT 8

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

PARTIAL COUNTIES

Nassau: Atlantic Beach, Ceaderhurst, East Rockaway, Hewlett, Hewlett Bay, Hewlett Neck, Hewlett Park, Inwood, Lawrence, Lido Beach, Long Beach, parts of Lynbrook, parts of Oceanside, parts of Valley Stream, and Woodmere. Starting on South side of Sunrise Hwy in Valley Stream running east to Windsor and Rockaway Ave, Rockville is the boundary line up to Lawson Blvd, turning right going west all the above territory. Starting at Union Turnpike & Lakeville Rd going north to northern Blvd. the west side of Lakeville Rd to Northern Blvd. At Northern Blvd doing east the district north of Northern blvd to Port Washington blvd. West of Port Washington blvd to St. Francis Hospital then north of first traffic light to Port Washington & Sands Point, Manor Haven, & Harbour Acres.

WAGES

Per hour:	07/01/2024
Drywall Taper	\$ 57.44

SUPPLEMENTAL BENEFITS

Per Hour:	
Journeyworker:	\$ 25.29

OVERTIME PAY

See (A, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (4, 6, 8, 11, 18, 19, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:

1st term	\$ 22.30
2nd term	28.99
3rd term	34.67
4th term	46.05

Supplemental Benefits per hour:

1st term	\$ 14.35
2nd term	19.83
3rd term	20.93
4th term	23.12

8-NYC9-1974-DWT

Painter - Bridge & Structural Steel

10/01/2024

JOB DESCRIPTION Painter - Bridge & Structural Steel

DISTRICT 8

ENTIRE COUNTIES

Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES

Per Hour:

STEEL:

Bridge Painting: 07/01/2024
\$ 56.00
+ 10.35*

ADDITIONAL \$7.00 per hour for POWER TOOL/SPRAY, whether straight time or overtime.

NOTE: All premium wages are to be calculated on base rate per hour only.

* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (50 hour cap).

NOTE: Generally, for Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

SHIFT WORK

When directly specified in public agency or authority contract documents for an employer to work a second shift and works the second shift with employees other than from the first shift, all employees who work the second shift will be paid 10% of the base wage shift differential in lieu of overtime for the first eight (8) hours worked after which the employees shall be paid at time and one half of the regular wage rate. When a single irregular work shift is mandated in the job specifications or by the contracting agency, wages shall be paid at time and one half for single shifts between the hours of 3pm-11pm or 11pm-7am.

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker:

\$ 12.43
+ 31.55*

* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (50 hour cap).

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (4, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage - Per hour:

Apprentices: (1) year terms.

1st year \$ 22.40
 + 4.14

2nd year \$ 33.60
 + 6.21

3rd year \$ 44.80
 + 8.28

Supplemental Benefits - Per hour:

1st year \$ 1.16
 + 12.62

2nd year \$ 7.46
 + 18.93

3rd year \$ 9.94
 + 25.24

NOTE: All premium wages are to be calculated on base rate per hour only.

8-DC-9/806/155-BrSS

Painter - Metal Polisher

10/01/2024

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, Schuylers, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

07/01/2024
 Metal Polisher \$ 39.33
 Metal Polisher* 40.43
 Metal Polisher** 43.33

*Note: Applies on New Construction & complete renovation

** Note: Applies when working on scaffolds over 34 feet.

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2024

Journeyworker:

All classification \$ 12.79

OVERTIME PAY

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

HOLIDAY

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

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

REGISTERED APPRENTICES

Wages per hour:

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

07/01/2024

1st year \$ 19.67
 2nd year 21.63
 3rd year 23.60

1st year* \$ 22.06
 2nd year* 22.07
 3rd year* 24.14

1st year**	\$ 22.17
2nd year**	24.13
3rd year**	26.10

*Note: Applies on New Construction & complete renovation

** Note: Applies when working on scaffolds over 34 feet.

Supplemental benefits:

Per hour:

1st year	\$ 8.69
2nd year	8.69
3rd year	8.69

8-8A/28A-MP

Plasterer

10/01/2024

JOB DESCRIPTION Plasterer

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour:

	07/01/2024	08/01/2024
Building:		
Plasterer/Traditional & Spraying Fireproofing	\$ 47.72 + \$5.00*	\$ 47.99 + \$5.62*

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 25.35	\$ 26.10
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OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

*This portion is not subjected to OT premiums.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

	07/01/2024	08/01/2024
Wages:		
(Per hour)		
800 hours term:		
1st term	\$ 19.30 + 0.68*	\$ 19.44+ 0.68*
2nd term	22.53 + 0.81*	22.69+ 0.81*
3rd term	25.79 + 0.95*	25.98+ 0.95*

*This portion is not subjected to OT premiums.

Supplemental Benefits:

(Per hour):

(800) hours term:

1st term	\$ 11.59	\$ 11.95
2nd term	12.02	12.44
3rd term	12.52	13.08

9-262

Plumber

10/01/2024

JOB DESCRIPTION Plumber

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:

07/01/2024

Plumber \$ 74.95

Temporary Service** \$ 60.04

** Temporary Service- Includes Maintenance of cooling & heating apparatus, maintenance work on pneumatic systems during the construction period, and work on temporary heat. All hours paid at straight time, including holidays.

**THERE ARE NO HELPERS UNDER THIS CLASSIFICATION.

On tower work, bridges, elevated highway, or buildings, where pipe is being installed, fifty (50) or more feet vertically in a free drop from its base, an additional \$1.00 per hour.

SHIFT WORK

Shift work, when directly specified in public agency or authority contract documents, and continues for a period of not less than ten (10) consecutive work days. A shift shall consist of seven(7) hours with one-half (1/2) hour for lunch after the first four (4) hours of each shift. A premium of thirty percent (30%) for wages and supplemental benefits on shift work performed Monday through Friday on the 4 P.M. and midnight shifts.

For shift work performed on weekends the shift premium shall be fifty percent (50%) of wages and supplemental benefits.

For shift work performed on holidays designated below, double time wages and supplemental benefits shall be paid. Also noted that the normal workday Monday through Friday 8:00 A.M. to 3:00 P.M. is not considered shift work, and therefore not subject to shift premium.

SUPPLEMENTAL BENEFITS

Per hour:

Plumber \$ 43.00

Temporary Service \$ 34.32

OVERTIME PAY

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

*Where the plumbing contract price is one and one half million dollars (\$1,500,000.00) or less, code D applies.

HOLIDAY

Plumber
 Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE.
 Repairs & Maintenance
 Paid: See (1) on HOLIDAY PAGE.
 Overtime: See (5, 6, 25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages per hour:

(1/2) year terms at the following wage:

1st	2nd	3rd&4th	5th&6th	7th&8th	9th	10th
\$ 19.00	\$ 21.00	\$ 30.22	\$ 32.32	\$ 35.17	\$ 36.57	\$ 48.64

Supplemental Benefits:

(1/2) year term at the following dollar amount:

1st	2nd	3rd-10th
\$ 5.43	\$ 6.43	\$ 22.73

9-1 Const

Plumber - Pump & Tank: Oil Trades Installation & Maintenance

10/01/2024

JOB DESCRIPTION Plumber - Pump & Tank: Oil Trades Installation & Maintenance

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:

07/01/2024

Pump & Tank \$ 73.00

SUPPLEMENTAL BENEFITS

Per hour:

Plumber \$ 32.81

OVERTIME PAY

Pump & Tank See (B, F, H) on OVERTIME PAGE.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE.

Overtime: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE.

9-1-P&T

Plumber - Repairs & Maintenance

10/01/2024

JOB DESCRIPTION Plumber - Repairs & Maintenance

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:

Repairs & Maintenance 07/01/2024
 \$ 48.20

*Repair & Maintenance work is any repair and/or replacement of present plumbing system that does not change existing roughing or water supply lines. Projects regardless of work type which have approved plans and specifications wherein the plumbing exceeds \$725,000 are excluded.

SUPPLEMENTAL BENEFITS

Per hour:

Repair \$ 21.36
 Maintenance

OVERTIME PAY

Repairs & Maintenance See (B, H) on OVERTIME PAGE.

HOLIDAY

Repairs & Maintenance

Paid: See (1) on HOLIDAY PAGE.

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

REGISTERED APPRENTICES

Note: The Repairs & Maintenance Category has NO Apprentices.

9-1 R&M

Roofer

10/01/2024

JOB DESCRIPTION Roofer

DISTRICT 9

ENTIRE COUNTIES

Bronx, Dutchess, Kings, New York, Orange, Putnam, Queens, Richmond, Rockland, Sullivan, Ulster, Westchester

WAGES

Per Hour: 07/01/2024

Roofer/Waterproofer \$ 48.50
 + \$7.00*

* This portion is not subjected to overtime premiums.

Note: Abatement/Removal of Asbestos containing roofs and roofing material is classified as Roofer.

SUPPLEMENTAL BENEFITS

Per Hour: \$ 31.87

OVERTIME PAY

See (B, H) on OVERTIME PAGE

Note: An observed holiday that falls on a Sunday will be observed the following Monday.

HOLIDAY

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year term apprentices indentured prior to 01/01/2023

	1st	2nd	3rd	4th
	\$ 16.97	\$ 24.25	\$ 29.10	\$ 36.37
		+ 3.50*	+ 4.20*	+ 5.26*

Maintenance of Fans 48.87
 Temporary Operation

SUPPLEMENTAL BENEFITS

Per Hour:

Sheetmetal Worker \$ 53.25

Maintenance Worker 53.25

OVERTIME PAY

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

For Maintenance See Codes B,E, Q & V

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Per Hour:Wages

Six(6) Month Terms As Follows:

1st & 2nd Term \$ 21.26
 3rd & 4th Term 27.39
 5th & 6th Term 33.52
 7th & 8th Term 42.75
 9th Term 48.55

Per Hour: Supplemental Benefits

1st & 2nd Term \$ 19.66
 3rd & 4th Term 26.73
 5th & 6th Term 31.57
 7th & 8th Term 38.78
 9th Term 43.62

4-28

Steamfitter

10/01/2024

JOB DESCRIPTION Steamfitter

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2024 01/01/2025

AC Service/Heat Service \$ 46.10 Additional
 & Refrigeration \$1.25/Hr.*

(*)To be allocated at a later date.

Refrigeration, A/C, Oil Burner and Stoker Service and Repair.

NOTE: Refrigeration Compressor installation. (Not to exceed 5 Hp combined on any one project).

NOTE: Air / Heating Compressor installation.(Not to exceed 15 tons combined on any one project).

SUPPLEMENTAL BENEFITS

Per Hour Worked:

AC Service/Heat Service \$ 20.96
 & Refrigeration

Per hour Paid: \$ 17.65

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

1 year terms
 Wages per hour:

1st Term	\$ 22.31
2nd Term	26.94
3rd Term	31.38
4th Term	37.90

Benefits per hour worked:

1st Term	\$ 14.44
2nd Term	16.78
3rd Term	17.41
4th Term	19.44

Benefits per hour paid:

1st Term	\$ 11.38
2nd Term	13.72
3rd Term	14.35
4th Term	16.38

4-638B-StmFtrRef

Steamfitter

10/01/2024

JOB DESCRIPTION Steamfitter

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour:	07/01/2024	10/1/2024	03/31/2025
Sprinkler/Steam AC/Heat Fitter	\$ 69.11	Additional \$0.75/Hr*	Additional \$0.75/Hr*
Temporary Heat & AC Fitter	52.54	Additional \$0.75/Hr*	Additional \$0.75/Hr*

(*)To be allocated at a later date.

SHIFT WORK

Add 15% to Hourly Wage for "Contracting Agency" Mandated Off Shift Work.

Add 15% to Hourly Supplemental Benefit for "Contracting Agency" Mandated Off Shift Work.

SUPPLEMENTAL BENEFITS

Per Hour:

Sprinkler/Steam Fitter	\$ 53.49
Temporary Heat & AC Fitter	43.67

OVERTIME PAY

Note: The posted overtime rates are applicable after 8 hours plus Saturday, Sunday and Holidays:

Per Hour:

Sprinkler/Steam	WAGES \$ 138.22	SUPPLEMENTAL BENEFIT \$ 105.99
Temp Heat/AC	WAGES \$ 105.08	SUPPLEMENTAL BENEFIT \$ 85.35

HOLIDAY

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

REGISTERED APPRENTICES

1 year Terms at the Following:

WAGES per hour:

1st Term \$ 27.98	2nd Term \$ 34.96	3rd Term \$ 41.94	4th Term \$ 48.92	5th Term \$ 55.90
SUPPLEMENTAL BENEFIT per hour:				
1st Term \$ 21.80	2nd Term \$ 27.05	3rd Term \$ 32.28	4th Term \$ 37.53	5th Term \$ 42.76
Premium Time SUPPLEMENTAL BENEFIT Amounts:				
\$ 43.60	\$ 54.10	\$ 64.56	\$ 75.06	\$ 85.52

4-638A-StmSpFtr

Teamster - Heavy Construction **10/01/2024**

JOB DESCRIPTION Teamster - Heavy Construction

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per Hour:

Dump Trucks/Drivers (Debris Removal, Street Level and below)
 07/01/2024

Dump Trucks	\$ 44.165
Tractor Trailers	47.315
Euclid/Turnapull	47.88

SUPPLEMENTAL BENEFITS

Per Hour:

Dump Trucks	\$ 59.1525
All Others	56.9025
Up to 40 Hours Worked	

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

Note: Employees receive 2 hours of Holiday Pay for each day worked in holiday week (not to exceed 8 hours)

Note: Employees receive 5 1/3 hours of Holiday Pay for each day worked in Thanksgiving Holiday Week.

4-282

Welder **10/01/2024**

JOB DESCRIPTION Welder

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour 07/01/2024

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

Kings County General Construction

Asbestos Worker **10/01/2024**

JOB DESCRIPTION Asbestos Worker **DISTRICT 4**

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

WAGES
 Per Hour: 07/01/2024

Asbestos Worker \$ 47.25
 Removal & Abatement Only*

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

SUPPLEMENTAL BENEFITS
 Per Hour:

Asbestos Worker \$ 13.65
 Removal & Abatement Only

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

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

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

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

SUPPLEMENTAL BENEFIT
 Per Hour:

Apprentice Removal & Abatement \$ 13.65

4-12a - Removal Only

Boilermaker **10/01/2024**

JOB DESCRIPTION Boilermaker **DISTRICT 4**

ENTIRE COUNTIES
 Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

WAGES
 Per Hour: 07/01/2024 01/01/2025

Boilermaker	\$ 67.38	\$ 68.88
Repairs & Renovations	67.38	68.88

Repairs & Renovation: Includes Repairing, Renovating replacement of parts to an existing unit(s).

SUPPLEMENTAL BENEFITS
 Per Hour:

Boilermaker	33.5% of hourly	33.5% of Hourly
Repair & Renovations	Wage Paid	Wage Paid
	+ \$ 26.85	+ \$26.85

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

Repairs & Renovation Includes replacement of parts and repairs & renovation of existing unit.

OVERTIME PAY
 See (*B, O, **U) on OVERTIME PAGE
 Note:* Includes 9th & 10th hours, double for 11th or more.
 ** Labor Day ONLY, if worked.

Repairs & Renovation see (B,E,Q) on OT Page

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 11, 12, 15, 25, 26, 29) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:
 (1/2) Year Terms at the following percentage of Boilermaker's Wage

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

Supplemental Benefits Per Hour:

	33.5% of Hourly Wage Paid Plus Amount Below	33.5% of Hourly Wage Paid Plus Amount Below
1st Term	\$ 20.36	\$ 20.36
2nd Term	21.28	21.28
3rd Term	22.22	22.22
4th Term	23.12	23.12
5th Term	24.07	24.07
6th Term	25.00	25.00
7th Term	25.93	25.93

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

4-5

Broadband **10/01/2024**

JOB DESCRIPTION Broadband **DISTRICT 4**

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

WAGES

Per Hour:	07/01/2024	06/29/2025
Field Tech	\$ 52.40	\$ 53.97
Install/Repair		

For outside work (excluding installation on building construction/alteration/renovation projects), stopping at first point of attachment (demarcation), installing/maintaining/repairing broadband internet service.

SUPPLEMENTAL BENEFITS

Per Hour: \$ 23.24

OVERTIME PAY

See (B, K, *R) on OVERTIME PAGE
 Note: *Two and one half times the hourly rate after the 8th hour

HOLIDAY

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

4-CWA-Dist1

Carpenter **10/01/2024**

JOB DESCRIPTION Carpenter **DISTRICT 8**

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

WAGES

Per hour:	07/01/2024
Piledriver	\$ 60.59 + 10.00*
Dockbuilder	\$ 60.59 + 10.00*

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 45.79

OVERTIME PAY

See (B, E2, O) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

Apprentices See (5,6,11,13,25)

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

REGISTERED APPRENTICES

Wages per hour

(1)year terms:

	1st	2nd	3rd	4th
	\$26.98	\$32.58	\$40.96	\$49.35
	+ 5.50*	+ 5.50*	+ 5.50*	+ 5.50*

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

Supplemental benefits per hour:

All Terms: \$ 32.34

8-1556 Db

Carpenter

10/01/2024

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2024

Carpet/Resilient

Floor Coverer \$ 55.05
+ 8.25*

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

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

SUPPLEMENTAL BENEFITS

Per hour:

\$ 39.45

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE.

Paid for 1st & 2nd yr.

Apprentices See (5,6,11,13,16,18,19,25)

Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wage per hour - (1) year terms:

	1st	2nd	3rd	4th
	\$ 25.20	\$ 28.20	\$ 32.45	\$ 40.33
	+ 1.85*	+ 2.35*	+ 2.85*	+ 3.85*

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

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$ 15.22	\$ 16.22	\$ 19.32	\$ 20.32

8-2287

Carpenter **10/01/2024**

JOB DESCRIPTION Carpenter **DISTRICT 8**

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

WAGES

Per Hour: 07/01/2024

Marine Construction:

Marine Diver \$ 75.46
 + 10.00*

Marine Tender \$ 55.00
 + 10.00*

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

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker \$ 45.65

OVERTIME PAY

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

HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 13, 16, 18, 19, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms.

1st year	\$ 26.98 + 5.50*
2nd year	32.58 + 5.50*
3rd year	40.96 + 5.50*
4th year	49.35 + 5.50*

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

Supplemental Benefits

Per Hour:

All terms \$ 32.20

8-1456MC

Carpenter **10/01/2024**

JOB DESCRIPTION Carpenter **DISTRICT 8**

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

WAGES

Per hour: 07/01/2024

Building
 Millwright \$ 59.35
 + 13.12*

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

SUPPLEMENTAL BENEFITS

Per hour:

Millwright \$ 45.41

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE

Paid: See (18,19) on HOLIDAY PAGE.

Overtime See (5,6,8,11,13,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms:

1st.	2nd.	3rd.	4th.
\$ 32.16	\$ 37.61	\$ 43.06	\$ 53.96
+ 7.08*	+ 8.25*	+ 9.42*	+ 11.76*

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

Supplemental benefits per hour:

One (1) year terms:

1st.	2nd.	3rd.	4th.
\$ 30.56	\$ 33.09	\$ 36.27	\$ 40.69

8-740.1

Carpenter

10/01/2024

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per Hour:

07/01/2024

Timberman \$ 55.59
+ 10.26*

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

SUPPLEMENTAL BENEFITS

Per Hour:

07/01/2024

\$ 44.96

OVERTIME PAY

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

HOLIDAY

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

Paid: See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

Apprentices See (5,6,11,13,25)

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

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms:

1st	2nd	3rd	4th
\$24.96	\$30.07	\$37.72	\$45.38
+ 5.55*	+ 5.55*	+ 5.55*	+ 5.55*

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

Supplemental benefits per hour:

All terms \$ 31.95

Carpenter **10/01/2024**

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Orange: South of but including the following, Waterloo Mills, Slate Hill, New Hampton, Goshen, Blooming Grove, Mountainville, east to the Hudson River.

Putnam: South of but including the following, Cold Spring, TompkinsCorner, Mahopac, Croton Falls, east to Connecticut border.

Suffolk: West of Port Jefferson and Patchogue Road to Route 112 to the Atlantic Ocean.

WAGES

Per hour: 07/01/2024

Core Drilling:

Driller \$ 46.25
+ 3.25*

Driller Helper \$ 36.28
+ 3.25*

Note: Hazardous Waste Pay Differential:

For Level C, an additional 15% above wage rate per hour

For Level B, an additional 15% above wage rate per hour

For Level A, an additional 15% above wage rate per hour

Note: When required to work on water: an additional \$ 3.00 per hour.

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

SUPPLEMENTAL BENEFITS

Per hour:

Driller and Helper \$ 30.24

OVERTIME PAY

See (B, G, P) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

8-1536-CoreDriller

Carpenter **10/01/2024**

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

WAGES

Per hour: 07/01/2024

Show Exhibit \$ 55.75
+ 9.80**

Bldg. Carpenter* \$57.05
+ 8.39**

* Not applicable in Putnam County

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

SUPPLEMENTAL BENEFITS

Per hour worked:

Show Exhibit \$ 45.20
Bldg. Carpenter 39.75

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE

Paid: for 1st & 2nd yr.

Apprentices See (5,6,11,13,16,18,19,25)

Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages per hour: Show Exhibit

(1) year terms:

1st.	2nd.	3rd.	4th.
\$22.30	\$27.88	\$36.24	\$44.60
+ 4.90*	+ 4.90*	+ 4.90*	+ 4.90*

*This portion is not subject to overtime premiums

Supplemental benefits per hour:

All terms \$ 30.25

Wages per hour: Bldg. Carpenter

(1) year terms:

1st	2nd	3rd	4th
\$ 22.20	\$ 25.20	\$ 29.45	\$ 37.33
+ 2.14*	+ 2.59*	+ 3.09*	+ 4.09*

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

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$ 15.37	\$ 16.42	\$ 19.52	\$ 20.52

8-EXHIB

Carpenter - Heavy&Highway

10/01/2024

JOB DESCRIPTION Carpenter - Heavy&Highway

DISTRICT 8

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

PARTIAL COUNTIES

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

WAGES

Per hour:

07/01/2024

Heavy & Highway

Carpenter

\$ 60.59
 + 10.00*

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

SUPPLEMENTAL BENEFITS

Per hour worked:

Heavy & Highway

Carpenter

\$ 45.70

OVERTIME PAY

See (B, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

Paid : for 1st & 2nd yr

Apprentices See (5, 6, 11, 13, 25)

REGISTERED APPRENTICES

Wage per hour:

One (1) year terms:

	1st	2nd	3rd	4th
Heavy & Highway	\$ 26.98	\$ 32.58	\$ 40.96	\$ 49.35

+ 5.50* + 5.50* + 5.50* + 5.50*

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

Supplemental Benefits:
Per Hour:

All terms
\$ 32.25

8-NYC H/H

Electrician

10/01/2024

JOB DESCRIPTION Electrician

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour: 07/01/2024

Tree Trimmer \$ 35.24
Ground Person 20.69

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

SUPPLEMENTAL BENEFITS

Per hour:

Tree Trimmer \$ 13.20
Ground Person 7.75

OVERTIME PAY

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

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

HOLIDAY

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

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

(An additional floating holiday after four years service)

9-3T

Electrician

10/01/2024

JOB DESCRIPTION Electrician

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour: 07/01/2024

Electrician \$ 32.00
Telephone 32.00

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

- Includes all work necessary to retrofit, service, maintain and repair all kinds of lighting fixtures and local lighting controls and washing and cleaning of foregoing fixtures.

SUPPLEMENTAL BENEFITS

Journeyworker:

07/01/2024
\$ 27.20
29.23*

* Applies to overtime hours

OVERTIME PAY

See (B, H) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

9-3m

Electrician

10/01/2024

JOB DESCRIPTION Electrician

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2024

Service Technician \$ 37.40

Service and Maintenance on Alarm and Security Systems.

Maintenance, repair and /or replacement of defective (or damaged) equipment on, but not limited to, Burglar - Fire - Security - CCTV - Card Access - Life Safety Systems and associated devices. (Whether by service contract of T&M by customer request.)

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker: \$ 21.85

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

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

9-3H

Electrician

10/01/2024

JOB DESCRIPTION Electrician

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per Hour: 07/01/2024

Electrician
Audio/Sound and
Temporary Light/
Power \$ 62.00

Solar-Photovoltaic Systems

Group 1 62.00

All tasks not listed in Group 2

Group 2 32.00

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

Mounting of PV modules.

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

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

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

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

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

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

SHIFT WORK

Evening (Swing Shift):

Electrician

Audio/Sound and
 Temporary Light/
 Power \$ 72.75

Night (Graveyard Shift):
 Electrician
 Audio/Sound and
 Temporary Light \$ 81.49

SUPPLEMENTAL BENEFITS

Per Hour:

Electrician \$ 66.09
 70.01*

Swing Shift: 75.07
 79.66*

Graveyard Shift: 82.66
 87.81*

Temporary Light/Power: 30.33
 33.64*

Group 1: 66.09
 70.01*

Group 2: 27.21
 29.23*

* Applies when premium (OT) wages are paid.

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

Reduce benefit rate by 6.2% for any employee who has accumulated wages of \$168,600 for the same employer.

OVERTIME PAY

See (A, H) on OVERTIME PAGE

See (B) for Temporary Light and Power

HOLIDAY

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

REGISTERED APPRENTICES

Wages Per Hour:

One (1) year terms		
First term:		07/01/2024
0-6 mos.		\$ 18.00
7-12 mos.		18.50
Second term:		
0-6 mos.		19.50
7-12 mos.		20.50
Third term		
0-6 mos.		21.50
7-12 mos.		22.50
Fourth term:		
0-6 mos.		23.50
7-12 mos.		25.50
Fifth term/MLJ:		
0-12 mos.		27.50
13-18 mos.		32.00

Supplemental Benefits per hour:

One (1) year terms:

First Term:	Regular	Overtime
0-6 mos.	\$ 17.18	\$ 18.38
7-12 mos.	17.44	18.67

Second Term:		
0-6 mos.	17.97	19.26
7-12 mos.	18.49	19.85
Third Term:		
0-6 mos.	19.02	20.44
7-12 mos.	19.54	21.03
Fourth Term:		
0-6 mos.	20.06	21.62
7-12 mos.	21.11	22.80
Fifth Term/MIJ:		
1-12 mos.	24.79	26.52
13-18 mos.	27.21	29.23

9-3

Electrician - Highway and Street Lighting, Traffic Signals and Controls

10/01/2024

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

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

WAGES

Per hour:

	07/01/2024
Electro Pole Electrician	\$ 62.00
Electro Pole Foundation Installer	47.66
Electro Pole Maintainer	41.61

SUPPLEMENTAL BENEFITS

Per Hour:

	07/01/2024
Electro Pole Electrician	\$ 68.20 72.12*
Electro Pole Foundation Installer	51.68 54.69*
Electro Pole Maintainer	47.03 49.66*

*Applies when premium wages are paid

Note: Reduce benefit rate by 6.2% for any employee who has accumulated wages in \$168,600 for the same employer.

OVERTIME PAY

See (A, B, E4, F, K) on OVERTIME PAGE
 B - Applies to Electro Pole Foundation Installer
 E4 - Applies to Electro Pole Maintainer

HOLIDAY

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

9-3J

Elevator Constructor

10/01/2024

JOB DESCRIPTION Elevator Constructor **DISTRICT** 4

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

PARTIAL COUNTIES
 Rockland: Entire County except for the Township of Stony Point

Westchester: Entire County except for the Townships of Bedford, Lewisboro, Cortland, Mt. Kisco, North Salem, Pound Ridge, Somers and Yorktown.

WAGES

Per hour:	07/01/2024	03/17/2025
Elevator Constructor	\$ 80.35	\$ 83.37
Modernization & Service/Repair	63.16	65.54

SUPPLEMENTAL BENEFITS

Per Hour:		
Elevator Constructor	\$ 46.367	\$ 47.654
Modernization & Service/Repairs	45.217	46.470

OVERTIME PAY

Constructor See (D, M, T) on OVERTIME PAGE.

Modern/Service See (B, F, S) on OVERTIME PAGE.

HOLIDAY

Paid: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES PER HOUR:

6 MONTH TERMS:

1st Term* 50%	2nd & 3rd Term* 50%	4th & 5th Term 55%	6th & 7th Term 65%	8th & 9th Term 75%
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* Note: 1st, 2nd, 3rd Terms are based on Average wage of Constructor, Modernization & Service.
 Terms 4 thru 9 Based on Journeyman's wage of classification Working in.

SUPPLEMENTAL BENEFITS:

	07/01/2024	03/17/2025
Elevator Constructor		
1st Term	\$ 0.00	\$ 0.00
2nd & 3rd Term	36.15	36.90
4th & 5th Term	37.19	37.99
6th & 7th Term	38.80	39.70
8th & 9th Term	40.41	41.40
Modernization & Service/Repair		
1st Term	\$ 0.00	\$ 0.00
2nd & 3rd Term	36.15	36.90
4th & 5th Term	37.19	37.99
6th & 7th Term	38.80	39.70
8th & 9th Term	40.41	41.40

Glazier

10/01/2024

JOB DESCRIPTION Glazier

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour:	07/01/2024	05/01/2025
Glazier, Glass Tinting and Window Film	\$ 63.28	Additional \$ 1.11***
Scaffolding, including swing scaffold	67.28	

*Mechanical Equipment	64.28
**Repair & Maintenance	30.76

*Mechanical equipment, scissor jacks, man lifts, booms & buckets 30' or more, but not pipe scaffolding.

**Repair & Maintenance- All repair & maintenance work on a particular building whenever performed, where the total cumulative Repair & Maintenance contract value is under \$193,000.

***To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour: 7/01/2024

Glazier, Glass Tinting Window Film, Scaffolding and Mechanical Equipment	\$ 42.13
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Repair & Maintenance	24.62
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OVERTIME PAY

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

For 'Repair & Maintenance' see (B, B2, I, S) on overtime page.

HOLIDAY

Paid: See (5, 6, 16, 25) on HOLIDAY PAGE

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

For 'Repair & Maintenance'

Paid: See(5, 6, 16, 25)

Overtime: See(5, 6, 16, 25)

REGISTERED APPRENTICES

Wage per hour:

(1) year terms at the following wage rates:

7/01/2024

1st term	\$ 22.34
2nd term	30.64
3rd term	40.87
4th term	50.14

Supplemental Benefits:

(Per hour)

1st term	\$ 19.27
2nd term	27.34
3rd term	32.85
4th term	36.01

8-1087 (DC9 NYC)

Insulator - Heat & Frost

10/01/2024

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2024

Insulators Heat & Frost	\$ 71.01
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SUPPLEMENTAL BENEFITS

Per Hour:

Insulators Heat & Frost	\$ 36.76
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OVERTIME PAY

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

* Triple time for Labor Day (If worked)

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages:

1 year terms.

Wages Per Hour:

	1st	2nd	3rd	4th
	\$ 31.96	\$ 39.06	\$ 46.16	\$ 53.26

Supplemental Benefits:

	\$ 16.56	\$ 20.23	\$ 23.91	\$ 27.06
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4-12

Ironworker

10/01/2024

JOB DESCRIPTION Ironworker

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per Hour:	07/01/2024	01/01/2025
Stone Derrickmen Rigger	\$ 75.40	Additional \$ 1.64*
Stone Handset Derrickman	72.55	1.11*

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour:

Stone Derrickmen Rigger	\$ 45.52
Stone Handset Derrickman	44.76

OVERTIME PAY

See (B, D1, *E, Q, **V) on OVERTIME PAGE

*Time and one-half shall be paid for all work on Saturday up to eight (8) hours and double time shall be paid for all work thereafter.

** Benefits same premium as wages on Holidays only

HOLIDAY

Paid: See (18) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 25) on HOLIDAY PAGE
 Work stops at schedule lunch break with full day's pay.

REGISTERED APPRENTICES

Wage per hour:

Stone Derrickmen Rigger:

	1st	2nd	3rd	4th
07/01/2024	\$ 37.20	\$ 53.28	\$ 59.32	\$ 65.36

Supplemental Benefits:

Per hour:				
07/01/2024	23.27	34.39	34.39	34.39

Stone Handset:

1/2 year terms at the following hourly wage rate:

	1st	2nd	3rd	4th
07/01/2024	\$ 35.78	\$ 51.04	\$ 56.79	\$ 62.55

Supplemental Benefits:

Per hour:				
07/01/2024	22.95	34.08	34.08	34.08

9-197D/R

Ironworker

10/01/2024

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour:	07/01/2024	01/01/2025
Ornamental	\$ 47.65	Additional
Chain Link Fence	47.65	\$ 1.25/hr*
Guide Rail	47.65	

(*To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour:	
Journeyworker:	\$ 66.29

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

1 year terms	07/01/2024
1st Term	\$ 25.98
2nd Term	28.45
3rd Term	30.80
4th Term	34.39

Supplemental Benefits per hour:	
1st Term	\$ 16.29
2nd Term	18.29
3rd Term	19.29
4th Term	20.29

4-580-Or

Ironworker

10/01/2024

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

PER HOUR:	07/01/2024	01/01/2025
Ironworker:		Additional
Structural	\$ 57.20	\$ 1.75/Hr.*
Bridges		
Machinery		

(*To be allocated at a later date.

SUPPLEMENTAL BENEFITS

PER HOUR PAID:	
Journeyman	\$ 89.85

OVERTIME PAY

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

*NOTE: Benefits are calculated for every hour paid.

HOLIDAY

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (5, 6, 18, 19) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES PER HOUR:

6 month terms at the following rate:

1st	\$ 30.23
2nd	30.83
3rd - 6th	31.44

Supplemental Benefits
 PER HOUR PAID: 62.47

4-40/361-Str

Ironworker

10/01/2024

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Rockland: Southern section - south of Convent Road and east of Blue Hills Road.

WAGES

Per hour: 07/01/2024

Reinforcing &
 Metal Lathing \$ 56.95

"Base" Wage 55.20
 plus \$ 1.75

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

SUPPLEMENTAL BENEFITS

Per hour:
 Reinforcing & Metal Lathing \$ 44.63

OVERTIME PAY

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

*Only \$23.50 per Hour for non worked hours

Supplemental Benefit Premiums for Overtime Hours worked:

Time & One Half \$ 51.13
 Double Time 57.63

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 11, 13, *18, **19, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year terms at the following wage rates:

Prior to 01/01/2020:

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

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

SUPPLEMENTAL BENIFITS

Per Hour:

1st term	2nd term	3rd term	4th Term
\$18.17	\$21.34	\$22.00	\$22.50

After 01/01/2020:

1st term	2nd term	3rd term	4th Term
Wage Per Hour: \$ 22.55	\$ 23.60	\$ 24.60	\$ 25.65
"Base" Wage			

\$21.00 plus \$1.55	\$22.00 plus \$1.60	\$23.00 plus \$1.60	\$24.00 plus \$1.65
------------------------	------------------------	------------------------	------------------------

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

SUPPLEMENTAL BENEFITS

Per Hour:

1st term \$18.40	2nd term \$17.40	3rd term \$16.45	4th Term \$15.45
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4-46Reinf

Laborer **10/01/2024**

JOB DESCRIPTION Laborer

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:

Striper (Highway/streets):	07/01/2024	07/01/2025
Striping-Machine Operator	\$ 41.00	Additional \$ 3.05**
Striping Thermoplastic	45.00	
Flagger - Traffic Safety*	39.00	

Note: * Includes but is not limited to: Positioning of cones and directing of traffic using handheld devices. Excludes the Driver/Operator of equipment used in protection of traffic safety.

** To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyworker	\$ 19.27
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OVERTIME PAY

See (B, H) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 8, 13) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages per hour:

1st Term (1-2000 hours)	\$ 31.36
2nd Term (2001-4000 hours)	33.00

Supplemental Benefits per hour:

All Terms	19.27
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9-1010-LS

Laborer **10/01/2024**

JOB DESCRIPTION Laborer

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour: 07/01/2024

Laborer/Excavation

**Asbestos and Lead Abatement &

Removal, Hazardous Waste Removal

(including soil) \$ 45.00

Basic 45.00

Flagman 45.00

Pipelayer 45.00

*Tree Work, *Landscape 45.00

*Includes trimming, cutting, planting and/or removal of trees.
 ** Applies to Heavy & Highway projects

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker: \$ 54.03

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

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

HOLIDAY

Paid: See (2, 20) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wage per hour:

1000 hour terms at the following hourly wage rate.

07/01/2024

1st	0 - 1000	\$ 22.50
2nd	1001-2000	27.00
3rd	2001-3000	33.75
4th	3001-4000	40.50

Supplemental Benefits per hour:

All Apprentices 54.03

9-731Ex

Laborer

10/01/2024

JOB DESCRIPTION Laborer

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:

GROUP 14: Blasters.

GROUP 16: Tunnel workers - including Miners, Drill Runners, Iron Men, Maintenance Men, Conveyor Men, Safety Miners, Riggers, Block Layers, Cement Finishers, Rod Men, Caulkers, Powder Carriers, Miners' Helpers, Chuck Tenders, Track Men, Nippers, Brake Men, Derail Men, Form Men, Bottom Bell, Top Bell or Signal men, Form Workers, Movers, Concrete Workers, Shaft Men, Tunnel Laborers and Caulkers' Helpers.

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

Wages: (per hour) 07/01/2024

Laborer (Tunnel)-FREE AIR:

Group 14	\$ 77.13
Group 16	73.75
Group 17*	68.18

Small Bore Micro Tunnel Machines 80% of rates above

For Repairs on Existing Water Tunnels 90% of rates above

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

For Repair & Maintenance

of all Subway & Vehicular Tunnels 80% of rates above

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

Note: Employer shall pay \$10.00 per day for each half mile starting at a point 500 feet from the bottom of the shaft.

SUPPLEMENTAL BENEFITS

Per hour:

GROUP 14 \$ 55.32
 GROUP 16 53.06
 GROUP 17 49.11

Small Bore Micro Tunnel Machines 80% of rates above

For Repairs on Existing Water Tunnels 90% of rates above

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

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

OVERTIME PAY

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

HOLIDAY

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

9-147Tnl/Free

Laborer - Building 10/01/2024

JOB DESCRIPTION Laborer - Building **DISTRICT 9**

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

WAGES
 Per hour: 07/01/2024 01/01/2025
 Additional
 Basic Laborer and Mason Tender \$ 44.70* \$ 1.25**

*Before calculating premium wage deduct \$3.25

** To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour:

Basic Laborer and Mason Tender \$ 29.99

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wage per hour:

1000 hour terms at the following wage rate:

Term:	1st	2nd	3rd	4th
Basic Laborer and Mason Tender 07/01/2024	\$ 22.05*	\$ 23.80*	\$ 25.30*	\$ 27.80*

*Before calculating premium wage deduct \$0.50

Supplemental Benefits per hour:

All Terms 07/01/2024	\$ 10.77	9-MTDC(79)
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Laborer - Building **10/01/2024**

JOB DESCRIPTION Laborer - Building **DISTRICT 9**

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

WAGES

Per hour:	07/01/2024	07/01/2025 Additional
Skilled Interior Demolition Laborer:	\$ 39.70*	\$ 0.75***
General Interior Demolition Laborer:	28.89**	

* Before calculating overtime wages deduct \$1.70

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

***To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per Hour:	
Skilled Interior Demolition Laborer:	24.84
General Interior Demolition Laborer:	19.16

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wage Per Hour:

1000 hour terms at the following wage rate:				
	1st	2nd	3rd	4th
	\$ 21.80*	\$ 23.55*	\$ 25.05*	\$ 27.55*

* Before calculating overtime wages deduct \$0.50

Supplemental Benefits Per Hour:

All Terms:	10.47	9-MTDC (79-ID)
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Laborer - Building **10/01/2024**

JOB DESCRIPTION Laborer - Building **DISTRICT 9**

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

WAGES

Per hour:	07/01/2024
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Laborer:

Laborer-Concrete
 (including flag person) \$ 42.53
 + 8.00*

* This portion is not subjected to overtime premiums.

SUPPLEMENTAL BENEFITS

Per Hour \$ 20.20
 + 9.00**

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

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

Terms based on hours listed:

1st	2nd	3rd
0-1334	1334-2668	2669-4000
\$ 15.35 + 2.49*	\$ 20.15 + 7.32*	\$ 20.95 + 7.80*

* This portion is not subjected to overtime premiums.

Supplemental Benefits:

Per hour:

\$ 12.70 + 2.65*	\$ 16.70 + 3.45*	\$ 16.70 + 4.25*
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Journeyworker rate applies after 4000 hours

*This portion subjected to same premium as wages.

9-6A/18A/20-C

Laborer - Building

10/01/2024

JOB DESCRIPTION Laborer - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour: 07/01/2024 01/01/2025
 Building: Additional

Plasterer Tender and \$ 44.70* \$ 1.25**
 Spray Fireproofing Tender

* Before calculating overtime wages deduct \$3.25

**To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour: Journeyworker \$ 29.99

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wage per hour:

1000 hours terms at the following wage.

	1st	2nd	3rd	4th
01/01/2024	\$22.05*	\$23.80*	\$25.30*	\$27.80*

* Before calculating overtime wages deduct \$ 0.50

Supplemental Benefits per hour:

All Terms:
 07/01/2024 \$ 10.77

9-30 (79)

Laborer - Building **10/01/2024**

JOB DESCRIPTION Laborer - Building **DISTRICT 4**

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

WAGES
 Per Hour: 07/01/2024 01/06/2025

Asbestos, Lead and Hazardous Material Abatement Laborer
 \$ 39.00 Additional \$ 1.50/Hr.*

(*)To be allocated at a later date.

(Re-Roofing Removal See Roofer)
 NOTE: Asbestos removed from Mechanical Systems not to be scrapped
 See Asbestos Worker

SUPPLEMENTAL BENEFITS
 Per Hour:
 Laborer \$ 20.10

OVERTIME PAY
 See (B, B2, I) on OVERTIME PAGE
 *Calculate at \$39.00 per hour then add \$1.55

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

REGISTERED APPRENTICES
 1000 hour terms at the following:
 Per Hour:
 1st Term \$ 20.00*
 2nd Term 21.00**
 3rd Term 24.00***
 4th Term 26.00****

SUPPLEMENTAL BENEFIT
 Per Hour:
 All Terms \$ 14.35

OVERTIME PAY:
 *Calculate at \$20.00 per hour then add \$1.00
 **Calculate at \$21.00 per hour then add \$1.00
 ***Calculate at \$24.00 per hour then add \$1.00
 ****Calculate at \$26.00 per hour then add \$1.00

4-NYDC(78)

Laborer - Building **10/01/2024**

JOB DESCRIPTION Laborer - Building **DISTRICT 9**

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

WAGES

Per hour:	07/01/2024	01/01/2025 Additional
Skilled Demolition Laborer:	\$ 42.48*	\$ 0.50***
General Demolition Laborer:	31.06**	

*Before calculating overtime wages deduct \$3.00
 **Before calculating overtime wages deduct \$2.35
 ***To be allocated at a later date.

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

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

SUPPLEMENTAL BENEFITS

Per hour:
 Journeyworker:

Skilled Demolition Laborer:	\$ 28.92
General Demolition Laborer:	21.98

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

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

07/01/2024	1st	2nd	3rd	4th
	\$ 22.05*	\$ 23.80*	\$ 25.30*	\$ 27.80*

*Before calculating overtime wages deduct \$0.50

Supplemental Benefits per hour:

All Terms:	
07/01/2024	\$ 10.77

9-79/95

Laborer - Concrete & Asphalt Paving **10/01/2024**

JOB DESCRIPTION Laborer - Concrete & Asphalt Paving

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

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

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

Per hour:	07/01/2024
Concrete Formsetter	\$ 49.35 + \$ 8.00*
Asphalt Screeperson/Micro Paver	49.95 + \$ 8.00*
Asphalt Raker	49.35 + \$ 8.00*
Group 1	45.48 + \$ 8.00*
Group 2	45.48 + \$ 8.00*

* This portion is not subjected to overtime premiums.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker: \$ 45.55

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

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

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

HOLIDAY

Paid: See (5, *11, 20) on HOLIDAY PAGE

HOLIDAY:

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

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

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

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

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

REGISTERED APPRENTICES

Wage per hour:

2000 hours term:

1st term	2nd term
1-1999	2000-4000
\$ 31.36 + \$ 8.00*	\$ 33.00 + \$ 8.00*

* This portion is not subjected to overtime premiums.

Supplemental Benefits per hour:

2000 hours term:

1st term	2nd term
1-1999	2000-4000
\$ 18.67	\$ 18.67

9-1010H/H

Laborer - Trac Drill

10/01/2024

JOB DESCRIPTION Laborer - Trac Drill

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

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

Group 2: Hydraulic Trac Drill

Group 3: Air Trac, Wagon and Quarry bar

Group 4: Blaster

Per Hour: 07/01/2024

Group 1	\$ 45.00
Group 2	52.35
Group 3	51.52
Group 4	58.21

SUPPLEMENTAL BENEFITS

Per Hour:

All Classifications: 54.03

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

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

HOLIDAY

Paid: See (2, 20) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wage per hour:

1000 hour terms at the following hourly wage rate.

07/01/2024

1st	0 - 1000	\$ 22.50
2nd	1001-2000	27.00
3rd	2001-3000	33.75
4th	3001-4000	40.50

Supplemental Benefits per hour:

All Apprentices 54.03

9-731/29

Laborer - Tunnel

10/01/2024

JOB DESCRIPTION Laborer - Tunnel

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

GROUP 5: Blasters and Mucking Machine Operators

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

GROUP 7: Top Nipper

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

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

WAGES: (per hour)

07/01/2024

Laborer (Compressed Air):

GROUP 5	\$ 80.82
GROUP 6	77.95
GROUP 7	76.65
GROUP 8,9	75.10
GROUP 10	66.18

Note: Employer shall pay \$10.00 per day for each one half (1/2) mile or fraction starting from a point 500 feet from the shaft.

SUPPLEMENTAL BENEFITS

SUPPLEMENTAL BENEFITS:

per hour:

GROUP 5	\$ 57.61
GROUP 6	55.81
GROUP 7	54.68
GROUP 8,9	53.84

GROUP 10 50.85

OVERTIME PAY

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

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

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

HOLIDAY

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

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

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

9-147Tnl/Comp Air

Mason

10/01/2024

JOB DESCRIPTION Mason

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2024

Brick/Block Layer \$ 67.14

Base Wage for OT Calculation \$ 55.93

SUPPLEMENTAL BENEFITS

Per Hour:

Brick/Block Layer \$ 34.90

OVERTIME PAY

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

Note: OT Calculated on Base Wage plus \$ 11.21/hr.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

(800 hour) Terms at the following Percentage of Journey workers "Base Wage" plus \$ 5.94/hr.:

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

Supplemental Benefits per hour:

All Apprentices \$ 24.70

4-1Brk

Mason - Building

10/01/2024

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Building

Wages per hour: 07/01/2024 01/01/2025
 Additional

Mosaic & Terrazzo Mechanic \$ 60.98 \$ 1.06*

Mosaic & Terrazzo Finisher 58.96

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour:

Mosaic & Terrazzo Mechanic \$ 31.36*
 + \$9.78

Mosaic & Terrazzo Finisher \$ 31.36*
 + \$9.77

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

OVERTIME PAY

See (A, E, Q) on OVERTIME PAGE

07/01/2024- Deduct \$7.00 from hourly wages before calculating overtime.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

Easter Sunday is an observed holiday. Holidays falling on a Saturday will be observed on that Saturday. Holidays falling on a Sunday will be celebrated on the Monday.

REGISTERED APPRENTICES

Wages Per hour:

	1st 0- 1500	2nd 1501- 3000	3rd 3001- 3750	4th 3751- 4500	5th 4501- 5250	6th 5251- 6000
07/01/2024	\$ 25.19	\$ 32.39	\$ 38.18	\$ 40.78	\$ 49.00	\$ 55.75

Supplemental Benefits per hour:

07/01/2024	\$7.12* + 3.43	\$9.16* + 4.40	\$17.22* + 5.87	\$23.86* + 6.84	\$24.86* + 7.83	\$27.36* + 8.80
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*This portion of benefits subject to same premium rate as shown for overtime wages.

9-7/3

Mason - Building

10/01/2024

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:	07/01/2024	12/02/2024 Additional
Tile Setters	\$ 64.40	\$ 0.72*

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per Hour:	\$ 28.51* + 8.52
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*This portion of benefits subject to same premium rate as shown for overtime wages.

OVERTIME PAY

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

Work beyond 10 hours on Saturday shall be paid at double the hourly wage rate.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wage per hour:

750 hour terms at the following wage rate:

	1st 1- 750	2nd 751- 1500	3rd 1501- 2250	4th 2251- 3000	5th 3001- 3750	6th 3751- 4500	7th 4501- 5250	8th 5251- 6000	9th 6001- 6750	10th 6501- 7000
07/01/2024	\$22.19	\$27.21	\$34.45	\$39.46	\$43.07	\$46.58	\$50.23	\$55.24	\$57.71	\$62.00

Supplemental Benefits per hour:

	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
07/01/2024	\$12.55*	\$12.55*	\$15.36*	\$15.36*	\$16.36*	\$17.86*	\$18.86*	\$18.86*	\$18.86*	\$24.11*
	+.76	+.81	+.91	+.96	+\$1.43	+\$1.48	+\$1.91	+\$1.97	+\$4.57	+\$5.18

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

9-7/52

Mason - Building

10/01/2024

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2024 01/06/2025
 Additional

Building-Marble Restoration:

Marble, Stone & \$ 47.72 \$ 0.57*

Terrazzo Polisher

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per Hour:
 Journeyworker:

Building-Marble Restoration:

Marble, Stone & Polisher \$ 31.50

OVERTIME PAY

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

* On Saturdays, 8th hour and successive hours paid at double hourly rate.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES per hour:

900 hour term at the following wage:

1st	2nd	3rd	4th
1-900	901-1800	1801-2700	2701
\$ 33.40	\$ 38.18	\$ 42.94	\$ 47.72

Supplemental Benefits Per Hour:

29.06	29.87	30.69	31.50
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9-7/24-MP

Mason - Building

10/01/2024

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2024 01/06/2025
 Additional
 Marble Cutters & Setters \$ 63.92 \$ 0.75*

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker \$ 40.05

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage Per Hour:

07/01/2024

750 hour terms at the following wage

1st	2nd	3rd	4th	5th	6th	7th	8th
0-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6750	6751-7500	7500+
\$ 27.01	\$ 40.52	\$ 43.88	\$ 47.26	\$ 50.64	\$ 54.32	\$ 60.71	\$ 63.92

Supplemental Benefits per hour:

07/01/2024

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 26.42	\$ 29.76	\$ 30.61	\$ 31.44	\$ 32.28	\$ 37.55	\$ 39.23	\$ 40.05

9-7/4

Mason - Building

10/01/2024

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:	07/01/2024	12/02/2024
Tile Finisher	\$ 49.46	Additional \$ 0.59*

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per Hour:

\$ 25.36*
 + \$8.33

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

OVERTIME PAY

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

Double time rate after 10 hours on Saturdays

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

9-7/88-tf

Mason - Building

10/01/2024

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour:	07/01/2024	01/06/2025
Marble, Stone, Maintenance Finishers:	\$ 27.72	Additional \$ 0.41*

Note 1: An additional \$2.00 per hour for time spent grinding floor using "60 grit" and below.

Note 2: Flaming equipment operator shall be paid an additional \$25.00 per day.

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per Hour:

Marble, Stone
 Maintenance Finishers: \$ 15.74

OVERTIME PAY

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

*Double hourly rate after 8 hours on Saturday

HOLIDAY

Paid: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE

1st term apprentice gets paid for all observed holidays.

REGISTERED APPRENTICES

WAGES per hour:

07/01/2024

0-750	\$ 22.32
751-1500	23.04
1501-2250	23.75
2251-3000	24.48
3001-3750	25.56
3751-4500	27.00
4501+	27.72

Supplemental Benefits:

Per hour:

0-750	12.69
751-1500	13.10
1501-2250	13.51
2251-3000	13.91
3001-3750	14.52
3751-4500	15.33
4501+	15.74

9-7/24M-MF

Mason - Building / Heavy&Highway

10/01/2024

JOB DESCRIPTION Mason - Building / Heavy&Highway

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2024 01/06/2025
 Additional

Marble-Finisher \$ 49.99 \$ 0.53*

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Journeyworker:

Per hour

Marble- Finisher \$ 37.39

OVERTIME PAY

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

Work beyond 8 hours on a Saturday shall be paid at double the rate.

HOLIDAY

Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

When an observed holiday falls on a Sunday, it will be observed the next day.

9-7/20-MF

Mason - Building / Heavy&Highway **10/01/2024**

JOB DESCRIPTION Mason - Building / Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2024

Cement Mason \$ 57.72

SUPPLEMENTAL BENEFITS

Per Hour:

Cement Mason \$ 34.66

1.5 X overtime rate \$ 62.95

2 X overtime rate \$ 69.32

OVERTIME PAY

See (B1, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

(1) year terms at the following wage:

1st Term \$ 23.39

2nd Term \$ 28.29

3rd Term \$ 33.69

Supplement Benefits per hour paid:

	ST	1.5X OT	2X OT
1st Term	\$ 14.86	\$ 22.30	\$ 29.72
2nd Term	\$ 15.16	\$ 22.75	\$ 30.32
3rd Term	\$ 15.27	\$ 22.91	\$ 30.54

4-780

Mason - Building / Heavy&Highway **10/01/2024**

JOB DESCRIPTION Mason - Building / Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

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

Per Hour:

07/01/2024

05/01/2025

Additional

Stone Setter \$ 69.91
 Base Rate 53.84*

\$ 3.42/Hr+

Stone Tender \$51.82
 Base Rate 44.54*

(+)To be allocated at a later date for all classes.

SUPPLEMENTAL BENEFITS

Per Hour:

Stone Setter \$ 42.52

Stone Tender 23.15

OVERTIME PAY

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

* Base Rates are used to Calculate Overtime Premiums then adding in: \$15.81/Hr. for Stone Setter or \$7.28/Hr. for Stone Tender.

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

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

HOLIDAY

Paid: See (*18) on HOLIDAY PAGE
 Overtime: See (5, 6, 10) on HOLIDAY PAGE
 Paid: * Must work first 1/2 of day.

REGISTERED APPRENTICES

Per Hour:

Stone Setter(800 hour) terms at the following Percentage of Stone Setters Base wage rate per hour plus \$7.32:

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

Supplemental Benefits:

All Apprentices \$ 25.85

4-1Stn

Mason - Heavy&Highway

10/01/2024

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2024

Pointer, Caulkers & Cleaners \$ 63.69

SUPPLEMENTAL BENEFITS

Per Hour:

Pointer, Cleaners & Caulkers \$ 31.90

OVERTIME PAY

See (B, E2, H) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

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

1st	2nd	3rd	4th
\$ 32.76	\$ 37.09	\$ 42.97	\$ 51.60

Apprentices Supplemental Benefits:
 (per hour paid)

\$ 15.40	\$ 21.70	\$ 24.45	\$ 25.45
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4-1PCC

Operating Engineer - Building

10/01/2024

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 9

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Dutchess: that part of Dutchess County lying south of the North City Line of the City of Poughkeepsie.

WAGES

NOTE: Construction surveying
 Party Chief--One who directs a survey party
 Instrument Man--One who runs the instrument and assists Party Chief.
 Rodman--One who holds the rod and assists the Survey Crew

Wages:(Per Hour) 07/01/2024

Building Construction:

Party Chief \$ 79.99
 Instrument Man 60.36
 Rodman 40.45

Steel Erection:

Party Chief 83.13
 Instrument Man 64.21
 Rodman 44.33

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

Party Chief 88.06
 Instrument man 65.66
 Rodman 55.70

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2024

Building Construction \$ 28.63* +\$ 7.65

Steel Erection 29.23* + 7.65

Heavy Construction 30.04* + 7.64

* This portion subject to SAME premium as wages

Non-Worked Holiday Supplemental Benefit:

21.83

OVERTIME PAY

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

Code "A" applies to Building Construction and has double the rate after 7 hours on Saturdays.

Code "B" applies to Heavy Construction and Steel Erection and had double the rate after 8 hours on Saturdays.

HOLIDAY

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

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

9-15Db

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

10/01/2024

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

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

STEEL ERECTION:

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

Group 2: Oiler (Truck Crane)

Group 3: Oiler (Crawler Crane)

BUILDING CONSTRUCTION:

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

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

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

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

Group 5: Maintenance on Radiant Mechanical Heaters

HEAVY CONSTRUCTION (Excavation, Foundations, etc)

Group 1:Maintenance of: Generators, Light Towers

Group 2:Maintenance of: Pumps, Mixers including mudsucking

Group 3: Base Mounted Tower Cranes

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

WAGES:

Per hour: 07/01/2024

Steel Erection:

Group 1	\$ 81.43
Group 2	76.58
Group 3	58.22

Building Construction:

Group 1	\$ 72.41
Group 2	57.36
Group 3	69.09
Group 4	52.62
Group 5	46.07

Heavy Construction:

Group 1	\$ 57.43
Group 2	58.68
Group 3	108.95
Group 4	84.24

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2024

Building Construction	\$ 30.52* + \$7.40
Steel Erection & Heavy	31.02* + \$7.40

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

Non-Worked Holiday Supplemental Benefits:

21.87

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wages Per Hour:

(1) year terms at the following wage rates:

1st	2nd	3rd	4th.
\$ 38.52	\$ 45.23	\$ 48.70	\$ 52.17

Supplemental Benefits:

Per Hour:

All Terms \$ 16.52* + 7.40

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

9-15Ab

Operating Engineer - Building / Heavy&Highway

10/01/2024

JOB DESCRIPTION Operating Engineer - Building / Heavy&Highway

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

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

Per Hour: 07/01/2024

Maintenance Engineer \$ 84.24
(Sewer Systems)

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyman \$ 31.02*
+ \$ 7.40

*This portion of benefits subject to SAME premium as OT wages.

Non-Worked Holiday Supplemental Benefits:

\$ 21.87

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

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

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

REGISTERED APPRENTICES

Per Hour:

(1) year terms at the following wage rates.

1st	2nd	3rd	4th
\$38.52	\$45.23	\$48.70	\$52.17

Supplemental Benefits:

Per Hour:

All Apprentices: \$ 16.52* + \$ 7.40

* This portion of benefits subject to the SAME premium as OT wages

9-15Sewer

Operating Engineer - Building / Heavy&Highway

10/01/2024

JOB DESCRIPTION Operating Engineer - Building / Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2024 08/01/2024

Well Driller	\$ 41.85	\$ 43.11
Well Driller Helper	\$ 36.26	\$ 37.35
Hazardous Waste Differential Added to Hourly Wage:		
Level A	\$ 3.00	
Level B	\$ 2.00	
Level C	\$ 1.00	

Monitoring Well Work Add to Hourly Wage:		
Level A	\$ 3.00	
Level B	\$ 2.00	

SUPPLEMENTAL BENEFITS

Per Hour:

Well Driller & Helper	10% of straight time rate plus \$ 13.50
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Additional \$ 4.25/Hr. for Premium Time Hours Worked

OVERTIME PAY

See (B2, P, S) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Apprentices at 12 Month Terms

Wages Per Hour:

1st Term	\$ 28.00
2nd Term	\$ 29.00
3rd Term	\$ 30.00

SUPPLEMENTAL BENEFITS

Per Hour:

All Terms	10% of Wage + \$ 13.50
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Additional \$4.25/Hr. for premium time hours worked.

4-138well

Operating Engineer - Building & Steel Erection

10/01/2024

JOB DESCRIPTION Operating Engineer - Building & Steel Erection

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per Hour: 07/01/2024

STEEL ERECTION:

Three Drum Derricks	\$ 107.16
Cranes, Two Drum Derricks, Hydraulic Cranes & Fork Lifts, Boom Trucks	103.28
Compressors, Welding Machines	63.36
Compressors (not combined with welding machines)	60.71

BUILDING CONSTRUCTION:

Cranes, Stone Derrick, Boom Trucks, Hydraulic Cranes,	103.62
Double Drum	98.28
4 Pole Hoists and Single Drum Hoists	87.78

Fork Lifts, Plaster(Platform Machine)Plaster Bucket, Concrete Pumps and all other equipment used for hoisting	80.54
*House Cars and Rack & Pinion	71.35
*House Cars (New Projects)	58.47
Erecting and dismantling Cranes	88.64

Compressors, Welding Machines(Cutting Concrete-Tank Work),
 Paint Spraying, Sand Blasting, Pumps(With the exclusion of
 concrete pumps), House Car (Settlement basis only), All
 Engines irrespective of power(Power-Vac)used to drive
 auxiliary equipment Air, Hydraulic, etc., Boilers, Jacking System
 62.20

APPLICABLE TO BUILDING CATEGORY:

CRANES: Crawler Or Truck

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

APPLICABLE TO STEEL CATEGORY:

CRANES: Crawler Or Truck

	In Addition To Above Crane Rates
100' to 149' Boom	\$ 2.25/hr
150' to 249' "	\$ 2.50/hr
250' to 349' "	\$ 2.75/hr
350' to 450' "	\$ 3.25/hr
Tower Crane	\$ 2.50/hr

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2024

All Operator Classes \$ 26.15*
 plus \$ 6.30

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

OVERTIME PAY

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

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

**Applies to Building Construction category

***Applies to Steel Erection

HOLIDAY

Paid: See (5, 6, 8, 11, 12, 15, 16, 25, 26) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 12, 15, 16, 25, 26) on HOLIDAY PAGE

Codes 8 and 12 apply ONLY to Steel Erection

Code 16 applies ONLY to Building Construction

REGISTERED APPRENTICES

Wage Per Hour:

Apprentices (1) year terms at the following rates:

	1st	2nd	3rd
07/01/2024	\$ 44.92	\$ 54.40	\$ 63.88

Supplemental Benefits Per Hour:

07/01/2024

Straight Time \$ 15.65*
 plus \$ 6.30

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

JOB DESCRIPTION Operating Engineer - Heavy Construction 1

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

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

- Group 1: Tower Crane/Climbing Crane
- Group 2: Backhoes (Including all track and rubber tire backhoes over 37,000 lbs), Power Shovels, Steel Erection: Hydraulic Clam Shells, Moles and machines of a similar nature
- Group 3: Mine Hoists, Cranes, etc, used as Mine Hoists
- Group 4: Gradalls, Keystones, Cranes (With digging buckets), Bridge Cranes, Trenching Machines, Vermeer Cutter and machines of a similar nature
- Group 5: Pile Drivers and Rigs (Employing Dock-Builders Foreman), Derrick Boats, Tunnel Shovels,
- Group 6: All Drills and machines of a similar nature
- Group 7: Back-Filling Machines and Cranes, Mucking Machines, Dual Drum Pavers
- Group 8: Mixers (Concrete with loading attachment), Concrete Pavers, Cableways, Land Derricks, Power House (Low pressure units)
- Group 9: Concrete Pumps, Concrete Plant, Stone Crushers, Double Drum Hoists, Power Houses (Other than above)
- Group 10: Concrete Mixer
- Group 11: Elevators
- Group 12: Concrete Breaking Machines, Single Drum Hoists, Load Masters, Locomotives and Dinkies (Over 10 tons), Hydraulic Crane-Second Engineer
- Group 13: On-Site Concrete Plant Engineers, On-Site Asphalt Plant Engineer and Vibratory Console
- Group 14: Barrier Mover, Barrier Transport and machines of a similar nature
- Group 15: Compressors (Portable, 3 or more), Truck Compressor (Engineer Driver), Tugger Machines, Well Point Pumps, Chum Drill
- Group 16: Boilers(High pressure),Compressors, Pumps(River Cofferdam) and Welding Machines(except where arc is operated by another Operating Engineer) Push Button Machines, All Engines, irrespective of power(Power Pac) used to drive auxiliary equipment, Air, Hydraulic, etc.
- Group 17: Utility-Horizontal Boring Rig
- Group 18: Utility Compressors
- Group 19: Paving-Asphalt Spreader, Autogrades (C.M.I.), Roto-Mill
- Group 20: Paving-Asphalt Roller
- Group 21 Paving-Asphalt Plant
- Group 22: Roller (non paving, all sizes)

WAGES:(per hour) 07/01/2024

Group 1	\$ 123.06
Group 2	102.98
Group 3	106.03
Group 4	103.66
Group 5	101.78
Group 6	98.05
Group 7	99.74
Group 8	97.10
Group 9	95.24
Group 10	91.40
Group 11	85.94
Group 12	87.66
Group 13	88.24
Group 14	80.02
Group 15	68.59
Group 16	64.34
Group 17	92.77
Group 18	63.97
Group 19	97.10
Group 20	94.83
Group 21	81.44
Group 22	94.83

Cranes: Crawler or Truck

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

SUPPLEMENTAL BENEFITS

Per Hour:

Groups 1-22

Regular Time \$ 26.15* plus \$ 6.30

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

Non-Worked Holiday Supplemental Benefits:
 \$ 20.80

OVERTIME PAY
 See (D, O) on OVERTIME PAGE

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

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

Groups 1-22	1st	2nd	3rd
	\$ 44.92	\$ 54.40	\$ 63.88

Supplemental Benefits:

Groups 1-22	
Regular Time	\$ 15.65* plus \$ 6.30

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

9-14 HC

Operating Engineer - Heavy Construction 2 **10/01/2024**

JOB DESCRIPTION Operating Engineer - Heavy Construction 2 **DISTRICT 9**

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

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

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

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

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

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

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

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

WAGES:(per hour) 07/01/2024

Group 23	\$ 87.05
Group 24	84.62
Group 25	80.57
Group 26	76.47
Group 27	54.57
Group 28	80.57

Cranes: Crawler or Truck
 100' to 149' \$0.50 per hour additional to above Crane Rates
 150' to 249' \$0.75 per hour additional to above Crane Rates
 250' to 349' \$1.00 per hour additional to above crane Rates
 350' to 450' \$1.50 per hour additional to above crane Rates

SUPPLEMENTAL BENEFITS
 Per Hour:

Groups 23-28
 Regular Time 31.02* + \$7.40

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

Non-Worked Holiday Supplemental Benefits:
 21.87

OVERTIME PAY
 See (D, O) on OVERTIME PAGE

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

REGISTERED APPRENTICES

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

	1st	2nd	3rd	4th
Groups 23-28	\$38.52	\$45.23	\$48.70	\$52.17

Supplemental Benefits:
 Regular Time \$ 16.52* + \$ 7.40

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

9-15 HC

Operating Engineer - Marine Dredging **10/01/2024**

JOB DESCRIPTION Operating Engineer - Marine Dredging

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

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

Per Hour:	07/01/2024
CLASS A1 Deck Captain, Leverman, Mechanical Dredge Operator, Licensed Tug Operator 1000HP or more.	\$ 45.26
CLASS A2 Crane Operator (360 swing)	40.33
CLASS B Dozer, Front Loader Operator on Land	To conform to Operating Engineer Prevailing Wage in locality where work is being performed including benefits.
CLASS B1 Derrick Operator (180 swing) Spider/Spill Barge Operator Operator II, Fill Placer, Engineer Chief Mate, Electrician, Chief Welder, Maintenance Engineer, Licensed Boat, Crew Boat Operator	39.14
CLASS B2 Certified Welder	36.84
CLASS C1 Drag Barge Operator, Steward, Mate, Assistant Fill Placer	35.83
CLASS C2	34.68

Boat Operator

CLASS D 28.81
 Shoreman, Deckhand, Oiler,
 Rodman, Scowman, Cook,
 Messman, Porter/Janitor

SUPPLEMENTAL BENEFITS

Per Hour:
 THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes A & B \$ 12.00 plus 7%
 of straight time
 wage, Overtime hours
 add \$ 0.63

All Class C & D \$ 11.75 plus 7%
 of straight time
 wage, Overtime hours
 add \$ 0.50

OVERTIME PAY

See (B2, F, R) on OVERTIME PAGE

HOLIDAY

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

4-25a-MarDredge

Operating Engineer - Survey Crew - Consulting Engineer 10/01/2024

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer **DISTRICT 9**

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

PARTIAL COUNTIES
 Dutchess: That part in Dutchess County lying South of the North City line of Poughkeepsie.

WAGES
 Feasibility and preliminary design surveying, any line and grade surveying for inspection or supervision of construction.

Per hour: 07/01/2024
 Survey Classifications

Party Chief \$ 49.39
 Instrument Man 40.96
 Rodman 35.63

SUPPLEMENTAL BENEFITS

Per Hour:
 All Crew Members: \$ 23.75

OVERTIME PAY

OVERTIME:.... See (B, E*, Q, V) ON OVERTIME PAGE.
 *Double-time paid on the 9th hour on Saturday.

HOLIDAY

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

9-15dconsult

Painter 10/01/2024

JOB DESCRIPTION Painter **DISTRICT 8**

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

WAGES
 Per hour: 07/01/2024 05/01/2025
 Additional

Brush 52.86* \$ 2.62**

Abatement/Removal of lead based or lead containing paint on materials to be repainted.	52.86*
Spray & Scaffold	\$ 55.86*
Fire Escape	55.86*
Decorator	55.86*
Paperhanger/Wall Coverer	55.09*

*Subtract \$ 0.10 to calculate premium rate.

** To be allocated at a later date.

SHIFT WORK

Counties of Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Suffolk, and Westchester; Agency/Government mandated off-shift work to be paid at time and one-half the hourly wage.

SUPPLEMENTAL BENEFITS

Per hour:

Paperhanger	\$ 36.73
All others	34.31
Premium	38.28**

**Applies only to "All others" category, not paperhanger journeyworker.

OVERTIME PAY

See (A, E, R) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

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

Per hour:	07/01/2024
Appr 1st term...	\$ 20.22*
Appr 2nd term...	25.93*
Appr 3rd term...	31.61*
Appr 4th term...	42.40*

*Subtract \$ 0.10 to calculate premium rate.

Supplemental benefits:

Per Hour:	
Appr 1st term...	\$ 16.89
Appr 2nd term...	20.95
Appr 3rd term...	24.10
Appr 4th term...	30.57

8-NYDC9-B/S

Painter

10/01/2024

JOB DESCRIPTION Painter

DISTRICT 8

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

PARTIAL COUNTIES

Nassau: Atlantic Beach, Ceaderhurst, East Rockaway, Hewlett, Hewlett Bay, Hewlett Neck, Hewlett Park, Inwood, Lawrence, Lido Beach, Long Beach, parts of Lynbrook, parts of Oceanside, parts of Valley Stream, and Woodmere. Starting on South side of Sunrise Hwy in Valley Stream running east to Windsor and Rockaway Ave, Rockville is the boundary line up to Lawson Blvd, turning right going west all the above territory. Starting at Union Turnpike & Lakeville Rd going north to northern Blvd. the west side of Lakeville Rd to Northern Blvd. At Northern Blvd doing east the district north of Northern blvd to Port Washington blvd. West of Port Washington blvd to St. Francis Hospital then north of first traffic light to Port Washington & Sands Point, Manor Haven, & Harbour Acres.

WAGES

Per hour:	07/01/2024
Drywall Taper	\$ 57.44

SUPPLEMENTAL BENEFITS

Per Hour:	
Journeyworker:	\$ 25.29

OVERTIME PAY

See (A, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (4, 6, 8, 11, 18, 19, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:

1st term	\$ 22.30
2nd term	28.99
3rd term	34.67
4th term	46.05

Supplemental Benefits per hour:

1st term	\$ 14.35
2nd term	19.83
3rd term	20.93
4th term	23.12

8-NYC9-1974-DWT

Painter - Bridge & Structural Steel

10/01/2024

JOB DESCRIPTION Painter - Bridge & Structural Steel

DISTRICT 8

ENTIRE COUNTIES

Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES

Per Hour:

STEEL:

Bridge Painting: 07/01/2024
\$ 56.00
+ 10.35*

ADDITIONAL \$7.00 per hour for POWER TOOL/SPRAY, whether straight time or overtime.

NOTE: All premium wages are to be calculated on base rate per hour only.

* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (50 hour cap).

NOTE: Generally, for Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

SHIFT WORK

When directly specified in public agency or authority contract documents for an employer to work a second shift and works the second shift with employees other than from the first shift, all employees who work the second shift will be paid 10% of the base wage shift differential in lieu of overtime for the first eight (8) hours worked after which the employees shall be paid at time and one half of the regular wage rate. When a single irregular work shift is mandated in the job specifications or by the contracting agency, wages shall be paid at time and one half for single shifts between the hours of 3pm-11pm or 11pm-7am.

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker:

\$ 12.43
+ 31.55*

* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (50 hour cap).

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (4, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage - Per hour:
 Apprentices: (1) year terms.

1st year	\$ 22.40 + 4.14
2nd year	\$ 33.60 + 6.21
3rd year	\$ 44.80 + 8.28
Supplemental Benefits - Per hour:	
1st year	\$ 1.16 + 12.62
2nd year	\$ 7.46 + 18.93
3rd year	\$ 9.94 + 25.24

NOTE: All premium wages are to be calculated on base rate per hour only.

8-DC-9/806/155-BrSS

Painter - Metal Polisher

10/01/2024

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, Schuylar, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

	07/01/2024
Metal Polisher	\$ 39.33
Metal Polisher*	40.43
Metal Polisher**	43.33

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

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2024

Journeyworker:
 All classification \$ 12.79

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

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

	07/01/2024
1st year	\$ 19.67
2nd year	21.63
3rd year	23.60
1st year*	\$ 22.06
2nd year*	22.07
3rd year*	24.14

1st year**	\$ 22.17
2nd year**	24.13
3rd year**	26.10

*Note: Applies on New Construction & complete renovation

** Note: Applies when working on scaffolds over 34 feet.

Supplemental benefits:

Per hour:

1st year	\$ 8.69
2nd year	8.69
3rd year	8.69

8-8A/28A-MP

Plasterer

10/01/2024

JOB DESCRIPTION Plasterer

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour:

	07/01/2024	08/01/2024
Building:		
Plasterer/Traditional & Spraying Fireproofing	\$ 47.72 + \$5.00*	\$ 47.99 + \$5.62*

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 25.35	\$ 26.10
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OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

*This portion is not subjected to OT premiums.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

	07/01/2024	08/01/2024
Wages:		
(Per hour)		
800 hours term:		
1st term	\$ 19.30 + 0.68*	\$ 19.44+ 0.68*
2nd term	22.53 + 0.81*	22.69+ 0.81*
3rd term	25.79 + 0.95*	25.98+ 0.95*

*This portion is not subjected to OT premiums.

Supplemental Benefits:

(Per hour):

(800) hours term:

1st term	\$ 11.59	\$ 11.95
2nd term	12.02	12.44
3rd term	12.52	13.08

9-262

Plumber

10/01/2024

JOB DESCRIPTION Plumber

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:

07/01/2024

Plumber \$ 74.95

Temporary Service** \$ 60.04

** Temporary Service- Includes Maintenance of cooling & heating apparatus, maintenance work on pneumatic systems during the construction period, and work on temporary heat. All hours paid at straight time, including holidays.

**THERE ARE NO HELPERS UNDER THIS CLASSIFICATION.

On tower work, bridges, elevated highway, or buildings, where pipe is being installed, fifty (50) or more feet vertically in a free drop from its base, an additional \$1.00 per hour.

SHIFT WORK

Shift work, when directly specified in public agency or authority contract documents, and continues for a period of not less than ten (10) consecutive work days. A shift shall consist of seven(7) hours with one-half (1/2) hour for lunch after the first four (4) hours of each shift. A premium of thirty percent (30%) for wages and supplemental benefits on shift work performed Monday through Friday on the 4 P.M. and midnight shifts.

For shift work performed on weekends the shift premium shall be fifty percent (50%) of wages and supplemental benefits.

For shift work performed on holidays designated below, double time wages and supplemental benefits shall be paid. Also noted that the normal workday Monday through Friday 8:00 A.M. to 3:00 P.M. is not considered shift work, and therefore not subject to shift premium.

SUPPLEMENTAL BENEFITS

Per hour:

Plumber \$ 43.00

Temporary Service \$ 34.32

OVERTIME PAY

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

*Where the plumbing contract price is one and one half million dollars (\$1,500,000.00) or less, code D applies.

HOLIDAY

Plumber
 Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE.
 Repairs & Maintenance
 Paid: See (1) on HOLIDAY PAGE.
 Overtime: See (5, 6, 25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages per hour:

(1/2) year terms at the following wage:

1st	2nd	3rd&4th	5th&6th	7th&8th	9th	10th
\$ 19.00	\$ 21.00	\$ 30.22	\$ 32.32	\$ 35.17	\$ 36.57	\$ 48.64

Supplemental Benefits:

(1/2) year term at the following dollar amount:

1st	2nd	3rd-10th
\$ 5.43	\$ 6.43	\$ 22.73

9-1 Const

Plumber - Pump & Tank: Oil Trades Installation & Maintenance

10/01/2024

JOB DESCRIPTION Plumber - Pump & Tank: Oil Trades Installation & Maintenance

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:

07/01/2024

Pump & Tank \$ 73.00

SUPPLEMENTAL BENEFITS

Per hour:

Plumber \$ 32.81

OVERTIME PAY

Pump & Tank See (B, F, H) on OVERTIME PAGE.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE.

Overtime: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE.

9-1-P&T

Plumber - Repairs & Maintenance

10/01/2024

JOB DESCRIPTION Plumber - Repairs & Maintenance

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:

Repairs & Maintenance 07/01/2024
\$ 48.20

*Repair & Maintenance work is any repair and/or replacement of present plumbing system that does not change existing roughing or water supply lines. Projects regardless of work type which have approved plans and specifications wherein the plumbing exceeds \$725,000 are excluded.

SUPPLEMENTAL BENEFITS

Per hour:

Repair \$ 21.36
Maintenance

OVERTIME PAY

Repairs & Maintenance See (B, H) on OVERTIME PAGE.

HOLIDAY

Repairs & Maintenance

Paid: See (1) on HOLIDAY PAGE.

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

REGISTERED APPRENTICES

Note: The Repairs & Maintenance Category has NO Apprentices.

9-1 R&M

Roofer

10/01/2024

JOB DESCRIPTION Roofer

DISTRICT 9

ENTIRE COUNTIES

Bronx, Dutchess, Kings, New York, Orange, Putnam, Queens, Richmond, Rockland, Sullivan, Ulster, Westchester

WAGES

Per Hour: 07/01/2024

Roofer/Waterproofer \$ 48.50
+ \$7.00*

* This portion is not subjected to overtime premiums.

Note: Abatement/Removal of Asbestos containing roofs and roofing material is classified as Roofer.

SUPPLEMENTAL BENEFITS

Per Hour: \$ 31.87

OVERTIME PAY

See (B, H) on OVERTIME PAGE

Note: An observed holiday that falls on a Sunday will be observed the following Monday.

HOLIDAY

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year term apprentices indentured prior to 01/01/2023

1st	2nd	3rd	4th
\$ 16.97	\$ 24.25	\$ 29.10	\$ 36.37
	+ 3.50*	+ 4.20*	+ 5.26*

Maintenance of Fans 48.87
 Temporary Operation

SUPPLEMENTAL BENEFITS

Per Hour:

Sheetmetal Worker \$ 53.25

Maintenance Worker 53.25

OVERTIME PAY

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

For Maintenance See Codes B,E, Q & V

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Per Hour:Wages

Six(6) Month Terms As Follows:

1st & 2nd Term \$ 21.26
 3rd & 4th Term 27.39
 5th & 6th Term 33.52
 7th & 8th Term 42.75
 9th Term 48.55

Per Hour: Supplemental Benefits

1st & 2nd Term \$ 19.66
 3rd & 4th Term 26.73
 5th & 6th Term 31.57
 7th & 8th Term 38.78
 9th Term 43.62

4-28

Steamfitter

10/01/2024

JOB DESCRIPTION Steamfitter

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2024 01/01/2025

AC Service/Heat Service \$ 46.10 Additional
 & Refrigeration \$1.25/Hr.*

(*)To be allocated at a later date.

Refrigeration, A/C, Oil Burner and Stoker Service and Repair.

NOTE: Refrigeration Compressor installation. (Not to exceed 5 Hp combined on any one project).

NOTE: Air / Heating Compressor installation.(Not to exceed 15 tons combined on any one project).

SUPPLEMENTAL BENEFITS

Per Hour Worked:

AC Service/Heat Service \$ 20.96
 & Refrigeration

Per hour Paid: \$ 17.65

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

1 year terms
 Wages per hour:

1st Term	\$ 22.31
2nd Term	26.94
3rd Term	31.38
4th Term	37.90

Benefits per hour worked:

1st Term	\$ 14.44
2nd Term	16.78
3rd Term	17.41
4th Term	19.44

Benefits per hour paid:

1st Term	\$ 11.38
2nd Term	13.72
3rd Term	14.35
4th Term	16.38

4-638B-StmFtrRef

Steamfitter

10/01/2024

JOB DESCRIPTION Steamfitter

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour:	07/01/2024	10/1/2024	03/31/2025
Sprinkler/Steam AC/Heat Fitter	\$ 69.11	Additional \$0.75/Hr*	Additional \$0.75/Hr*
Temporary Heat & AC Fitter	52.54	Additional \$0.75/Hr*	Additional \$0.75/Hr*

(*)To be allocated at a later date.

SHIFT WORK

Add 15% to Hourly Wage for "Contracting Agency" Mandated Off Shift Work.

Add 15% to Hourly Supplemental Benefit for "Contracting Agency" Mandated Off Shift Work.

SUPPLEMENTAL BENEFITS

Per Hour:

Sprinkler/Steam Fitter	\$ 53.49
Temporary Heat & AC Fitter	43.67

OVERTIME PAY

Note: The posted overtime rates are applicable after 8 hours plus Saturday, Sunday and Holidays:

Per Hour:

Sprinkler/Steam	WAGES \$ 138.22	SUPPLEMENTAL BENEFIT \$ 105.99
Temp Heat/AC	WAGES \$ 105.08	SUPPLEMENTAL BENEFIT \$ 85.35

HOLIDAY

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

REGISTERED APPRENTICES

1 year Terms at the Following:

WAGES per hour:

1st Term \$ 27.98	2nd Term \$ 34.96	3rd Term \$ 41.94	4th Term \$ 48.92	5th Term \$ 55.90
SUPPLEMENTAL BENEFIT per hour:				
1st Term \$ 21.80	2nd Term \$ 27.05	3rd Term \$ 32.28	4th Term \$ 37.53	5th Term \$ 42.76
Premium Time SUPPLEMENTAL BENEFIT Amounts:				
\$ 43.60	\$ 54.10	\$ 64.56	\$ 75.06	\$ 85.52

4-638A-StmSpFtr

Teamster - Heavy Construction **10/01/2024**

JOB DESCRIPTION Teamster - Heavy Construction

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per Hour:

Dump Trucks/Drivers (Debris Removal, Street Level and below)
 07/01/2024

Dump Trucks	\$ 44.165
Tractor Trailers	47.315
Euclid/Turnapull	47.88

SUPPLEMENTAL BENEFITS

Per Hour:

Dump Trucks	\$ 59.1525
All Others	56.9025
Up to 40 Hours Worked	

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

Note: Employees receive 2 hours of Holiday Pay for each day worked in holiday week (not to exceed 8 hours)

Note: Employees receive 5 1/3 hours of Holiday Pay for each day worked in Thanksgiving Holiday Week.

4-282

Welder **10/01/2024**

JOB DESCRIPTION Welder

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour 07/01/2024

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

New York County General Construction

Asbestos Worker **10/01/2024**

JOB DESCRIPTION Asbestos Worker **DISTRICT 4**

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

WAGES
 Per Hour: 07/01/2024

Asbestos Worker \$ 47.25
 Removal & Abatement Only*

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

SUPPLEMENTAL BENEFITS
 Per Hour:

Asbestos Worker \$ 13.65
 Removal & Abatement Only

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

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

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

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

SUPPLEMENTAL BENEFIT
 Per Hour:

Apprentice Removal & Abatement \$ 13.65

4-12a - Removal Only

Boilermaker **10/01/2024**

JOB DESCRIPTION Boilermaker **DISTRICT 4**

ENTIRE COUNTIES
 Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

WAGES
 Per Hour: 07/01/2024 01/01/2025

Boilermaker	\$ 67.38	\$ 68.88
Repairs & Renovations	67.38	68.88

Repairs & Renovation: Includes Repairing, Renovating replacement of parts to an existing unit(s).

SUPPLEMENTAL BENEFITS
 Per Hour:

Boilermaker	33.5% of hourly	33.5% of Hourly
Repair & Renovations	Wage Paid + \$ 26.85	Wage Paid + \$26.85

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

Repairs & Renovation Includes replacement of parts and repairs & renovation of existing unit.

OVERTIME PAY
 See (*B, O, **U) on OVERTIME PAGE
 Note:* Includes 9th & 10th hours, double for 11th or more.
 ** Labor Day ONLY, if worked.

Repairs & Renovation see (B,E,Q) on OT Page

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 11, 12, 15, 25, 26, 29) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:
 (1/2) Year Terms at the following percentage of Boilermaker's Wage

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

Supplemental Benefits Per Hour:

	33.5% of Hourly Wage Paid Plus Amount Below	33.5% of Hourly Wage Paid Plus Amount Below
1st Term	\$ 20.36	\$ 20.36
2nd Term	21.28	21.28
3rd Term	22.22	22.22
4th Term	23.12	23.12
5th Term	24.07	24.07
6th Term	25.00	25.00
7th Term	25.93	25.93

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

4-5

Broadband **10/01/2024**

JOB DESCRIPTION Broadband **DISTRICT 4**

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

WAGES

Per Hour:	07/01/2024	06/29/2025
Field Tech	\$ 52.40	\$ 53.97
Install/Repair		

For outside work (excluding installation on building construction/alteration/renovation projects), stopping at first point of attachment (demarcation), installing/maintaining/repairing broadband internet service.

SUPPLEMENTAL BENEFITS

Per Hour: \$ 23.24

OVERTIME PAY

See (B, K, *R) on OVERTIME PAGE
 Note: *Two and one half times the hourly rate after the 8th hour

HOLIDAY

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

4-CWA-Dist1

Carpenter **10/01/2024**

JOB DESCRIPTION Carpenter **DISTRICT 8**

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

WAGES

Per hour:	07/01/2024
Piledriver	\$ 60.59 + 10.00*
Dockbuilder	\$ 60.59 + 10.00*

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 45.79

OVERTIME PAY

See (B, E2, O) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

Apprentices See (5,6,11,13,25)

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

REGISTERED APPRENTICES

Wages per hour

(1)year terms:

	1st	2nd	3rd	4th
	\$26.98	\$32.58	\$40.96	\$49.35
	+ 5.50*	+ 5.50*	+ 5.50*	+ 5.50*

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

Supplemental benefits per hour:

All Terms: \$ 32.34

8-1556 Db

Carpenter

10/01/2024

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2024

Carpet/Resilient

Floor Coverer \$ 55.05
+ 8.25*

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

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

SUPPLEMENTAL BENEFITS

Per hour:

\$ 39.45

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE.

Paid for 1st & 2nd yr.

Apprentices See (5,6,11,13,16,18,19,25)

Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wage per hour - (1) year terms:

	1st	2nd	3rd	4th
	\$ 25.20	\$ 28.20	\$ 32.45	\$ 40.33
	+ 1.85*	+ 2.35*	+ 2.85*	+ 3.85*

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

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$ 15.22	\$ 16.22	\$ 19.32	\$ 20.32

8-2287

Carpenter **10/01/2024**

JOB DESCRIPTION Carpenter **DISTRICT 8**

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

WAGES

Per Hour: 07/01/2024

Marine Construction:

Marine Diver \$ 75.46
 + 10.00*

Marine Tender \$ 55.00
 + 10.00*

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

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker \$ 45.65

OVERTIME PAY

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

HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 13, 16, 18, 19, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms.

1st year	\$ 26.98 + 5.50*
2nd year	32.58 + 5.50*
3rd year	40.96 + 5.50*
4th year	49.35 + 5.50*

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

Supplemental Benefits

Per Hour:

All terms \$ 32.20

8-1456MC

Carpenter **10/01/2024**

JOB DESCRIPTION Carpenter **DISTRICT 8**

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

WAGES

Per hour: 07/01/2024

Building
 Millwright \$ 59.35
 + 13.12*

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

SUPPLEMENTAL BENEFITS

Per hour:

Millwright \$ 45.41

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE

Paid: See (18,19) on HOLIDAY PAGE.

Overtime See (5,6,8,11,13,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms:

1st.	2nd.	3rd.	4th.
\$ 32.16	\$ 37.61	\$ 43.06	\$ 53.96
+ 7.08*	+ 8.25*	+ 9.42*	+ 11.76*

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

Supplemental benefits per hour:

One (1) year terms:

1st.	2nd.	3rd.	4th.
\$ 30.56	\$ 33.09	\$ 36.27	\$ 40.69

8-740.1

Carpenter

10/01/2024

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per Hour:

07/01/2024

Timberman \$ 55.59
 + 10.26*

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

SUPPLEMENTAL BENEFITS

Per Hour:

07/01/2024

\$ 44.96

OVERTIME PAY

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

HOLIDAY

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

Paid: See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

Apprentices See (5,6,11,13,25)

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

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms:

1st	2nd	3rd	4th
\$24.96	\$30.07	\$37.72	\$45.38
+ 5.55*	+ 5.55*	+ 5.55*	+ 5.55*

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

Supplemental benefits per hour:

All terms \$ 31.95

Carpenter

10/01/2024

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Orange: South of but including the following, Waterloo Mills, Slate Hill, New Hampton, Goshen, Blooming Grove, Mountainville, east to the Hudson River.

Putnam: South of but including the following, Cold Spring, TompkinsCorner, Mahopac, Croton Falls, east to Connecticut border.

Suffolk: West of Port Jefferson and Patchogue Road to Route 112 to the Atlantic Ocean.

WAGES

Per hour: 07/01/2024

Core Drilling:

Driller \$ 46.25
+ 3.25*

Driller Helper \$ 36.28
+ 3.25*

Note: Hazardous Waste Pay Differential:

For Level C, an additional 15% above wage rate per hour

For Level B, an additional 15% above wage rate per hour

For Level A, an additional 15% above wage rate per hour

Note: When required to work on water: an additional \$ 3.00 per hour.

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

SUPPLEMENTAL BENEFITS

Per hour:

Driller and Helper \$ 30.24

OVERTIME PAY

See (B, G, P) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

8-1536-CoreDriller

Carpenter

10/01/2024

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

WAGES

Per hour: 07/01/2024

Show Exhibit \$ 55.75
+ 9.80**

Bldg. Carpenter* \$57.05
+ 8.39**

* Not applicable in Putnam County

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

SUPPLEMENTAL BENEFITS

Per hour worked:

Show Exhibit \$ 45.20
Bldg. Carpenter 39.75

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE

Paid: for 1st & 2nd yr.

Apprentices See (5,6,11,13,16,18,19,25)

Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages per hour: Show Exhibit

(1) year terms:

1st.	2nd.	3rd.	4th.
\$22.30	\$27.88	\$36.24	\$44.60
+ 4.90*	+ 4.90*	+ 4.90*	+ 4.90*

*This portion is not subject to overtime premiums

Supplemental benefits per hour:

All terms \$ 30.25

Wages per hour: Bldg. Carpenter

(1) year terms:

1st	2nd	3rd	4th
\$ 22.20	\$ 25.20	\$ 29.45	\$ 37.33
+ 2.14*	+ 2.59*	+ 3.09*	+ 4.09*

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

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$ 15.37	\$ 16.42	\$ 19.52	\$ 20.52

8-EXHIB

Carpenter - Heavy&Highway

10/01/2024

JOB DESCRIPTION Carpenter - Heavy&Highway

DISTRICT 8

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

PARTIAL COUNTIES

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

WAGES

Per hour:

07/01/2024

Heavy & Highway

Carpenter

\$ 60.59
 + 10.00*

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

SUPPLEMENTAL BENEFITS

Per hour worked:

Heavy & Highway

Carpenter

\$ 45.70

OVERTIME PAY

See (B, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

Paid : for 1st & 2nd yr

Apprentices See (5, 6, 11, 13, 25)

REGISTERED APPRENTICES

Wage per hour:

One (1) year terms:

	1st	2nd	3rd	4th
Heavy & Highway	\$ 26.98	\$ 32.58	\$ 40.96	\$ 49.35

+ 5.50* + 5.50* + 5.50* + 5.50*

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

Supplemental Benefits:
Per Hour:

All terms
\$ 32.25

8-NYC H/H

Electrician**10/01/2024**

JOB DESCRIPTION Electrician

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour: 07/01/2024

Tree Trimmer \$ 35.24
Ground Person 20.69

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

SUPPLEMENTAL BENEFITS

Per hour:

Tree Trimmer \$ 13.20
Ground Person 7.75

OVERTIME PAY

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

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

HOLIDAY

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

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

(An additional floating holiday after four years service)

9-3T

Electrician**10/01/2024**

JOB DESCRIPTION Electrician

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour: 07/01/2024

Electrician \$ 32.00
Telephone 32.00

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

- Includes all work necessary to retrofit, service, maintain and repair all kinds of lighting fixtures and local lighting controls and washing and cleaning of foregoing fixtures.

SUPPLEMENTAL BENEFITS

Journeyworker:

07/01/2024
\$ 27.20
29.23*

* Applies to overtime hours

OVERTIME PAY

See (B, H) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

9-3m

Electrician

10/01/2024

JOB DESCRIPTION Electrician

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2024

Service Technician \$ 37.40

Service and Maintenance on Alarm and Security Systems.

Maintenance, repair and /or replacement of defective (or damaged) equipment on, but not limited to, Burglar - Fire - Security - CCTV - Card Access - Life Safety Systems and associated devices. (Whether by service contract of T&M by customer request.)

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker: \$ 21.85

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

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

9-3H

Electrician

10/01/2024

JOB DESCRIPTION Electrician

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per Hour: 07/01/2024

Electrician
Audio/Sound and
Temporary Light/
Power \$ 62.00

Solar-Photovoltaic Systems

Group 1 62.00

All tasks not listed in Group 2

Group 2 32.00

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

Mounting of PV modules.

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

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

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

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

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

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

SHIFT WORK

Evening (Swing Shift):

Electrician

Audio/Sound and
 Temporary Light/
 Power \$ 72.75

Night (Graveyard Shift):
 Electrician
 Audio/Sound and
 Temporary Light \$ 81.49

SUPPLEMENTAL BENEFITS

Per Hour:

Electrician \$ 66.09
 70.01*

Swing Shift: 75.07
 79.66*

Graveyard Shift: 82.66
 87.81*

Temporary Light/Power: 30.33
 33.64*

Group 1: 66.09
 70.01*

Group 2: 27.21
 29.23*

* Applies when premium (OT) wages are paid.

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

Reduce benefit rate by 6.2% for any employee who has accumulated wages of \$168,600 for the same employer.

OVERTIME PAY

See (A, H) on OVERTIME PAGE

See (B) for Temporary Light and Power

HOLIDAY

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

REGISTERED APPRENTICES

Wages Per Hour:

One (1) year terms		
First term:		07/01/2024
0-6 mos.		\$ 18.00
7-12 mos.		18.50
Second term:		
0-6 mos.		19.50
7-12 mos.		20.50
Third term		
0-6 mos.		21.50
7-12 mos.		22.50
Fourth term:		
0-6 mos.		23.50
7-12 mos.		25.50
Fifth term/MLJ:		
0-12 mos.		27.50
13-18 mos.		32.00

Supplemental Benefits per hour:

One (1) year terms:

First Term:	Regular	Overtime
0-6 mos.	\$ 17.18	\$ 18.38
7-12 mos.	17.44	18.67

Second Term:		
0-6 mos.	17.97	19.26
7-12 mos.	18.49	19.85
Third Term:		
0-6 mos.	19.02	20.44
7-12 mos.	19.54	21.03
Fourth Term:		
0-6 mos.	20.06	21.62
7-12 mos.	21.11	22.80
Fifth Term/MIJ:		
1-12 mos.	24.79	26.52
13-18 mos.	27.21	29.23

9-3

Electrician - Highway and Street Lighting, Traffic Signals and Controls

10/01/2024

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

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

WAGES

Per hour:

	07/01/2024
Electro Pole Electrician	\$ 62.00
Electro Pole Foundation Installer	47.66
Electro Pole Maintainer	41.61

SUPPLEMENTAL BENEFITS

Per Hour:

	07/01/2024
Electro Pole Electrician	\$ 68.20 72.12*
Electro Pole Foundation Installer	51.68 54.69*
Electro Pole Maintainer	47.03 49.66*

*Applies when premium wages are paid

Note: Reduce benefit rate by 6.2% for any employee who has accumulated wages in \$168,600 for the same employer.

OVERTIME PAY

See (A, B, E4, F, K) on OVERTIME PAGE
 B - Applies to Electro Pole Foundation Installer
 E4 - Applies to Electro Pole Maintainer

HOLIDAY

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

9-3J

Elevator Constructor

10/01/2024

JOB DESCRIPTION Elevator Constructor **DISTRICT** 4

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

PARTIAL COUNTIES
 Rockland: Entire County except for the Township of Stony Point

Westchester: Entire County except for the Townships of Bedford, Lewisboro, Cortland, Mt. Kisco, North Salem, Pound Ridge, Somers and Yorktown.

WAGES

Per hour:	07/01/2024	03/17/2025
Elevator Constructor	\$ 80.35	\$ 83.37
Modernization & Service/Repair	63.16	65.54

SUPPLEMENTAL BENEFITS

Per Hour:		
Elevator Constructor	\$ 46.367	\$ 47.654
Modernization & Service/Repairs	45.217	46.470

OVERTIME PAY

Constructor See (D, M, T) on OVERTIME PAGE.

Modern/Service See (B, F, S) on OVERTIME PAGE.

HOLIDAY

Paid: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES PER HOUR:

6 MONTH TERMS:

1st Term* 50%	2nd & 3rd Term* 50%	4th & 5th Term 55%	6th & 7th Term 65%	8th & 9th Term 75%
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* Note: 1st, 2nd, 3rd Terms are based on Average wage of Constructor, Modernization & Service.
 Terms 4 thru 9 Based on Journeyman's wage of classification Working in.

SUPPLEMENTAL BENEFITS:

	07/01/2024	03/17/2025
Elevator Constructor		
1st Term	\$ 0.00	\$ 0.00
2nd & 3rd Term	36.15	36.90
4th & 5th Term	37.19	37.99
6th & 7th Term	38.80	39.70
8th & 9th Term	40.41	41.40
Modernization & Service/Repair		
1st Term	\$ 0.00	\$ 0.00
2nd & 3rd Term	36.15	36.90
4th & 5th Term	37.19	37.99
6th & 7th Term	38.80	39.70
8th & 9th Term	40.41	41.40

Glazier

10/01/2024

JOB DESCRIPTION Glazier

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour:	07/01/2024	05/01/2025
Glazier, Glass Tinting and Window Film	\$ 63.28	Additional \$ 1.11***
Scaffolding, including swing scaffold	67.28	

*Mechanical Equipment	64.28
**Repair & Maintenance	30.76

*Mechanical equipment, scissor jacks, man lifts, booms & buckets 30' or more, but not pipe scaffolding.

**Repair & Maintenance- All repair & maintenance work on a particular building whenever performed, where the total cumulative Repair & Maintenance contract value is under \$193,000.

***To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour: 7/01/2024

Glazier, Glass Tinting Window Film, Scaffolding and Mechanical Equipment	\$ 42.13
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Repair & Maintenance	24.62
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OVERTIME PAY

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

For 'Repair & Maintenance' see (B, B2, I, S) on overtime page.

HOLIDAY

Paid: See (5, 6, 16, 25) on HOLIDAY PAGE

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

For 'Repair & Maintenance'

Paid: See(5, 6, 16, 25)

Overtime: See(5, 6, 16, 25)

REGISTERED APPRENTICES

Wage per hour:

(1) year terms at the following wage rates:

7/01/2024

1st term	\$ 22.34
2nd term	30.64
3rd term	40.87
4th term	50.14

Supplemental Benefits:

(Per hour)

1st term	\$ 19.27
2nd term	27.34
3rd term	32.85
4th term	36.01

8-1087 (DC9 NYC)

Insulator - Heat & Frost

10/01/2024

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2024

Insulators Heat & Frost	\$ 71.01
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SUPPLEMENTAL BENEFITS

Per Hour:

Insulators Heat & Frost	\$ 36.76
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OVERTIME PAY

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

* Triple time for Labor Day (If worked)

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages:

1 year terms.

Wages Per Hour:

	1st	2nd	3rd	4th
	\$ 31.96	\$ 39.06	\$ 46.16	\$ 53.26

Supplemental Benefits:

	\$ 16.56	\$ 20.23	\$ 23.91	\$ 27.06
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4-12

Ironworker

10/01/2024

JOB DESCRIPTION Ironworker

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per Hour:	07/01/2024	01/01/2025
Stone Derrickmen Rigger	\$ 75.40	Additional \$ 1.64*
Stone Handset Derrickman	72.55	1.11*

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour:

Stone Derrickmen Rigger	\$ 45.52
Stone Handset Derrickman	44.76

OVERTIME PAY

See (B, D1, *E, Q, **V) on OVERTIME PAGE

*Time and one-half shall be paid for all work on Saturday up to eight (8) hours and double time shall be paid for all work thereafter.

** Benefits same premium as wages on Holidays only

HOLIDAY

Paid: See (18) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 25) on HOLIDAY PAGE
 Work stops at schedule lunch break with full day's pay.

REGISTERED APPRENTICES

Wage per hour:

Stone Derrickmen Rigger:

	1st	2nd	3rd	4th
07/01/2024	\$ 37.20	\$ 53.28	\$ 59.32	\$ 65.36

Supplemental Benefits:

Per hour:				
07/01/2024	23.27	34.39	34.39	34.39

Stone Handset:

1/2 year terms at the following hourly wage rate:

	1st	2nd	3rd	4th
07/01/2024	\$ 35.78	\$ 51.04	\$ 56.79	\$ 62.55

Supplemental Benefits:

Per hour:				
07/01/2024	22.95	34.08	34.08	34.08

9-197D/R

Ironworker

10/01/2024

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour:	07/01/2024	01/01/2025
Ornamental	\$ 47.65	Additional
Chain Link Fence	47.65	\$ 1.25/hr*
Guide Rail	47.65	

(*To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour:	
Journeyworker:	\$ 66.29

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

1 year terms	07/01/2024
1st Term	\$ 25.98
2nd Term	28.45
3rd Term	30.80
4th Term	34.39

Supplemental Benefits per hour:

1st Term	\$ 16.29
2nd Term	18.29
3rd Term	19.29
4th Term	20.29

4-580-Or

Ironworker

10/01/2024

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

PER HOUR:	07/01/2024	01/01/2025
Ironworker:		Additional
Structural	\$ 57.20	\$ 1.75/Hr.*
Bridges		
Machinery		

(*To be allocated at a later date.

SUPPLEMENTAL BENEFITS

PER HOUR PAID:	
Journeyman	\$ 89.85

OVERTIME PAY

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

*NOTE: Benefits are calculated for every hour paid.

HOLIDAY

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (5, 6, 18, 19) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES PER HOUR:

6 month terms at the following rate:

1st	\$ 30.23
2nd	30.83
3rd - 6th	31.44

Supplemental Benefits
 PER HOUR PAID: 62.47

4-40/361-Str

Ironworker

10/01/2024

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Rockland: Southern section - south of Convent Road and east of Blue Hills Road.

WAGES

Per hour: 07/01/2024

Reinforcing &
 Metal Lathing \$ 56.95

"Base" Wage 55.20
 plus \$ 1.75

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

SUPPLEMENTAL BENEFITS

Per hour:
 Reinforcing & Metal Lathing \$ 44.63

OVERTIME PAY

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

*Only \$23.50 per Hour for non worked hours

Supplemental Benefit Premiums for Overtime Hours worked:

Time & One Half \$ 51.13
 Double Time 57.63

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 11, 13, *18, **19, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year terms at the following wage rates:

Prior to 01/01/2020:

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

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

SUPPLEMENTAL BENIFITS

Per Hour:

1st term	2nd term	3rd term	4th Term
\$18.17	\$21.34	\$22.00	\$22.50

After 01/01/2020:

1st term	2nd term	3rd term	4th Term
Wage Per Hour: \$ 22.55	\$ 23.60	\$ 24.60	\$ 25.65
"Base" Wage			

\$21.00 plus \$1.55	\$22.00 plus \$1.60	\$23.00 plus \$1.60	\$24.00 plus \$1.65
------------------------	------------------------	------------------------	------------------------

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

SUPPLEMENTAL BENEFITS

Per Hour:

1st term \$18.40	2nd term \$17.40	3rd term \$16.45	4th Term \$15.45
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4-46Reinf

Laborer **10/01/2024**

JOB DESCRIPTION Laborer

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:

Striper (Highway/streets):	07/01/2024	07/01/2025
Striping-Machine Operator	\$ 41.00	Additional \$ 3.05**
Striping Thermoplastic	45.00	
Flagger - Traffic Safety*	39.00	

Note: * Includes but is not limited to: Positioning of cones and directing of traffic using handheld devices. Excludes the Driver/Operator of equipment used in protection of traffic safety.

** To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyworker	\$ 19.27
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OVERTIME PAY

See (B, H) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

1st Term (1-2000 hours)	\$ 31.36
2nd Term (2001-4000 hours)	33.00

Supplemental Benefits per hour:

All Terms	19.27
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9-1010-LS

Laborer **10/01/2024**

JOB DESCRIPTION Laborer

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour: 07/01/2024

Laborer/Excavation

**Asbestos and Lead Abatement &
 Removal, Hazardous Waste Removal
 (including soil)

\$ 45.00

Basic 45.00

Flagman 45.00

Pipelayer 45.00

*Tree Work, *Landscape 45.00

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

** Applies to Heavy & Highway projects

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker: \$ 54.03

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

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

HOLIDAY

Paid: See (2, 20) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wage per hour:

1000 hour terms at the following hourly wage rate.

07/01/2024

1st	0 - 1000	\$ 22.50
2nd	1001-2000	27.00
3rd	2001-3000	33.75
4th	3001-4000	40.50

Supplemental Benefits per hour:

All Apprentices 54.03

9-731Ex

Laborer

10/01/2024

JOB DESCRIPTION Laborer

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:

GROUP 14: Blasters.

GROUP 16: Tunnel workers - including Miners, Drill Runners, Iron Men, Maintenance Men, Conveyor Men, Safety Miners, Riggers, Block Layers, Cement Finishers, Rod Men, Caulkers, Powder Carriers, Miners' Helpers, Chuck Tenders, Track Men, Nippers, Brake Men, Derail Men, Form Men, Bottom Bell, Top Bell or Signal men, Form Workers, Movers, Concrete Workers, Shaft Men, Tunnel Laborers and Caulkers' Helpers.

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

Wages: (per hour) 07/01/2024

Laborer (Tunnel)-FREE AIR:

Group 14	\$ 77.13
Group 16	73.75
Group 17*	68.18

Small Bore Micro Tunnel Machines 80% of rates above

For Repairs on Existing Water Tunnels 90% of rates above

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

For Repair & Maintenance

of all Subway & Vehicular Tunnels 80% of rates above

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

Note: Employer shall pay \$10.00 per day for each half mile starting at a point 500 feet from the bottom of the shaft.

SUPPLEMENTAL BENEFITS

Per hour:

GROUP 14 \$ 55.32
 GROUP 16 53.06
 GROUP 17 49.11

Small Bore Micro Tunnel Machines 80% of rates above

For Repairs on Existing Water Tunnels 90% of rates above

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

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

OVERTIME PAY

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

HOLIDAY

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

9-147Tnl/Free

Laborer - Building

10/01/2024

JOB DESCRIPTION Laborer - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:	07/01/2024	01/01/2025
		Additional
Basic Laborer and Mason Tender	\$ 44.70*	\$ 1.25**

*Before calculating premium wage deduct \$3.25

** To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour:

Basic Laborer and Mason Tender \$ 29.99

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wage per hour:

1000 hour terms at the following wage rate:

Term:	1st	2nd	3rd	4th
Basic Laborer and Mason Tender 07/01/2024	\$ 22.05*	\$ 23.80*	\$ 25.30*	\$ 27.80*

*Before calculating premium wage deduct \$0.50

Supplemental Benefits per hour:

All Terms 07/01/2024	\$ 10.77	9-MTDC(79)
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Laborer - Building **10/01/2024**

JOB DESCRIPTION Laborer - Building **DISTRICT 9**
ENTIRE COUNTIES
 Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:	07/01/2024	07/01/2025 Additional
Skilled Interior Demolition Laborer:	\$ 39.70*	\$ 0.75***
General Interior Demolition Laborer:	28.89**	

* Before calculating overtime wages deduct \$1.70

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

***To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per Hour:	
Skilled Interior Demolition Laborer:	24.84
General Interior Demolition Laborer:	19.16

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wage Per Hour:

1000 hour terms at the following wage rate:

1st	2nd	3rd	4th
\$ 21.80*	\$ 23.55*	\$ 25.05*	\$ 27.55*

* Before calculating overtime wages deduct \$0.50

Supplemental Benefits Per Hour:

All Terms:	10.47	9-MTDC (79-ID)
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Laborer - Building **10/01/2024**

JOB DESCRIPTION Laborer - Building **DISTRICT 9**
ENTIRE COUNTIES
 Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:	07/01/2024
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Laborer:

Laborer-Concrete
 (including flag person) \$ 42.53
 + 8.00*

* This portion is not subjected to overtime premiums.

SUPPLEMENTAL BENEFITS

Per Hour \$ 20.20
 + 9.00**

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

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

Terms based on hours listed:

1st	2nd	3rd
0-1334	1334-2668	2669-4000
\$ 15.35 + 2.49*	\$ 20.15 + 7.32*	\$ 20.95 + 7.80*

* This portion is not subjected to overtime premiums.

Supplemental Benefits:

Per hour:		
\$ 12.70 + 2.65*	\$ 16.70 + 3.45*	\$ 16.70 + 4.25*

Journeyworker rate applies after 4000 hours

*This portion subjected to same premium as wages.

9-6A/18A/20-C

Laborer - Building

10/01/2024

JOB DESCRIPTION Laborer - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour: 07/01/2024 01/01/2025
 Building: Additional

Plasterer Tender and \$ 44.70* \$ 1.25**
 Spray Fireproofing Tender

* Before calculating overtime wages deduct \$3.25

**To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour: Journeyworker \$ 29.99

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wage per hour:

1000 hours terms at the following wage.

	1st	2nd	3rd	4th
01/01/2024	\$22.05*	\$23.80*	\$25.30*	\$27.80*

* Before calculating overtime wages deduct \$ 0.50

Supplemental Benefits per hour:

All Terms:
 07/01/2024

\$ 10.77

9-30 (79)

Laborer - Building **10/01/2024**

JOB DESCRIPTION Laborer - Building

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2024 01/06/2025

Asbestos, Lead and Hazardous Material Abatement Laborer	\$ 39.00	Additional \$ 1.50/Hr.*
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(*)To be allocated at a later date.

(Re-Roofing Removal See Roofer)

NOTE: Asbestos removed from Mechanical Systems not to be scrapped
 See Asbestos Worker

SUPPLEMENTAL BENEFITS

Per Hour:

Laborer \$ 20.10

OVERTIME PAY

See (B, B2, I) on OVERTIME PAGE

*Calculate at \$39.00 per hour then add \$1.55

HOLIDAY

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

REGISTERED APPRENTICES

1000 hour terms at the following:

Per Hour:

1st Term	\$ 20.00*
2nd Term	21.00**
3rd Term	24.00***
4th Term	26.00****

SUPPLEMENTAL BENEFIT

Per Hour:

All Terms \$ 14.35

OVERTIME PAY:

- *Calculate at \$20.00 per hour then add \$1.00
- **Calculate at \$21.00 per hour then add \$1.00
- ***Calculate at \$24.00 per hour then add \$1.00
- ****Calculate at \$26.00 per hour then add \$1.00

4-NYDC(78)

Laborer - Building **10/01/2024**

JOB DESCRIPTION Laborer - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:	07/01/2024	01/01/2025 Additional
Skilled Demolition Laborer:	\$ 42.48*	\$ 0.50***
General Demolition Laborer:	31.06**	

*Before calculating overtime wages deduct \$3.00
 **Before calculating overtime wages deduct \$2.35
 ***To be allocated at a later date.

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

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

SUPPLEMENTAL BENEFITS

Per hour:
 Journeyworker:

Skilled Demolition Laborer:	\$ 28.92
General Demolition Laborer:	21.98

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

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

07/01/2024	1st	2nd	3rd	4th
	\$ 22.05*	\$ 23.80*	\$ 25.30*	\$ 27.80*

*Before calculating overtime wages deduct \$0.50

Supplemental Benefits per hour:

All Terms:	
07/01/2024	\$ 10.77

9-79/95

Laborer - Concrete & Asphalt Paving **10/01/2024**

JOB DESCRIPTION Laborer - Concrete & Asphalt Paving

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

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

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

Per hour:	07/01/2024
Concrete Formsetter	\$ 49.35 + \$ 8.00*
Asphalt Screeperson/Micro Paver	49.95 + \$ 8.00*
Asphalt Raker	49.35 + \$ 8.00*
Group 1	45.48 + \$ 8.00*
Group 2	45.48 + \$ 8.00*

* This portion is not subjected to overtime premiums.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker: \$ 45.55

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

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

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

HOLIDAY

Paid: See (5, *11, 20) on HOLIDAY PAGE

HOLIDAY:

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

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

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

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

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

REGISTERED APPRENTICES

Wage per hour:

2000 hours term:

1st term	2nd term
1-1999	2000-4000
\$ 31.36 + \$ 8.00*	\$ 33.00 + \$ 8.00*

* This portion is not subjected to overtime premiums.

Supplemental Benefits per hour:

2000 hours term:

1st term	2nd term
1-1999	2000-4000
\$ 18.67	\$ 18.67

9-1010H/H

Laborer - Trac Drill

10/01/2024

JOB DESCRIPTION Laborer - Trac Drill

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

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

Group 2: Hydraulic Trac Drill

Group 3: Air Trac, Wagon and Quarry bar

Group 4: Blaster

Per Hour: 07/01/2024

Group 1	\$ 45.00
Group 2	52.35
Group 3	51.52
Group 4	58.21

SUPPLEMENTAL BENEFITS

Per Hour:

All Classifications: 54.03

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

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

HOLIDAY

Paid: See (2, 20) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wage per hour:

1000 hour terms at the following hourly wage rate.

07/01/2024

1st	0 - 1000	\$ 22.50
2nd	1001-2000	27.00
3rd	2001-3000	33.75
4th	3001-4000	40.50

Supplemental Benefits per hour:

All Apprentices 54.03

9-731/29

Laborer - Tunnel

10/01/2024

JOB DESCRIPTION Laborer - Tunnel

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

GROUP 5: Blasters and Mucking Machine Operators

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

GROUP 7: Top Nipper

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

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

WAGES: (per hour)

07/01/2024

Laborer (Compressed Air):

GROUP 5	\$ 80.82
GROUP 6	77.95
GROUP 7	76.65
GROUP 8,9	75.10
GROUP 10	66.18

Note: Employer shall pay \$10.00 per day for each one half (1/2) mile or fraction starting from a point 500 feet from the shaft.

SUPPLEMENTAL BENEFITS

SUPPLEMENTAL BENEFITS:

per hour:

GROUP 5	\$ 57.61
GROUP 6	55.81
GROUP 7	54.68
GROUP 8,9	53.84

GROUP 10 50.85

OVERTIME PAY

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

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

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

HOLIDAY

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

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

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

9-147Tnl/Comp Air

Mason

10/01/2024

JOB DESCRIPTION Mason

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2024

Brick/Block Layer \$ 67.14

Base Wage for OT Calculation \$ 55.93

SUPPLEMENTAL BENEFITS

Per Hour:

Brick/Block Layer \$ 34.90

OVERTIME PAY

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

Note: OT Calculated on Base Wage plus \$ 11.21/hr.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

(800 hour) Terms at the following Percentage of Journey workers "Base Wage" plus \$ 5.94/hr.:

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

Supplemental Benefits per hour:

All Apprentices \$ 24.70

4-1Brk

Mason - Building

10/01/2024

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Building

Wages per hour: 07/01/2024 01/01/2025
 Additional

Mosaic & Terrazzo Mechanic \$ 60.98 \$ 1.06*

Mosaic & Terrazzo Finisher 58.96

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour:

Mosaic & Terrazzo Mechanic \$ 31.36*
 + \$9.78

Mosaic & Terrazzo Finisher \$ 31.36*
 + \$9.77

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

OVERTIME PAY

See (A, E, Q) on OVERTIME PAGE

07/01/2024- Deduct \$7.00 from hourly wages before calculating overtime.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

Easter Sunday is an observed holiday. Holidays falling on a Saturday will be observed on that Saturday. Holidays falling on a Sunday will be celebrated on the Monday.

REGISTERED APPRENTICES

Wages Per hour:

	1st 0- 1500	2nd 1501- 3000	3rd 3001- 3750	4th 3751- 4500	5th 4501- 5250	6th 5251- 6000
07/01/2024	\$ 25.19	\$ 32.39	\$ 38.18	\$ 40.78	\$ 49.00	\$ 55.75

Supplemental Benefits per hour:

07/01/2024	\$7.12* + 3.43	\$9.16* + 4.40	\$17.22* + 5.87	\$23.86* + 6.84	\$24.86* + 7.83	\$27.36* + 8.80
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*This portion of benefits subject to same premium rate as shown for overtime wages.

9-7/3

Mason - Building

10/01/2024

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:	07/01/2024	12/02/2024 Additional
Tile Setters	\$ 64.40	\$ 0.72*

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per Hour:	\$ 28.51* + 8.52
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*This portion of benefits subject to same premium rate as shown for overtime wages.

OVERTIME PAY

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

Work beyond 10 hours on Saturday shall be paid at double the hourly wage rate.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wage per hour:

750 hour terms at the following wage rate:

	1st 1- 750	2nd 751- 1500	3rd 1501- 2250	4th 2251- 3000	5th 3001- 3750	6th 3751- 4500	7th 4501- 5250	8th 5251- 6000	9th 6001- 6750	10th 6501- 7000
07/01/2024	\$22.19	\$27.21	\$34.45	\$39.46	\$43.07	\$46.58	\$50.23	\$55.24	\$57.71	\$62.00

Supplemental Benefits per hour:

	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
07/01/2024	\$12.55*	\$12.55*	\$15.36*	\$15.36*	\$16.36*	\$17.86*	\$18.86*	\$18.86*	\$18.86*	\$24.11*
	+\$.76	+\$.81	+\$.91	+\$.96	+\$1.43	+\$1.48	+\$1.91	+\$1.97	+\$4.57	+\$5.18

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

9-7/52

Mason - Building **10/01/2024**

JOB DESCRIPTION Mason - Building **DISTRICT 9**

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

WAGES
 Per hour: 07/01/2024 01/06/2025
Additional

Building-Marble Restoration:
 Marble, Stone & \$ 47.72 \$ 0.57*

Terrazzo Polisher

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS
 Per Hour:
 Journeyworker:

 Building-Marble Restoration:
 Marble, Stone &
 Polisher \$ 31.50

OVERTIME PAY
 See (B, *E, Q, V) on OVERTIME PAGE
 * On Saturdays, 8th hour and successive hours paid at double hourly rate.

HOLIDAY
 Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
 WAGES per hour:

900 hour term at the following wage:

1st	2nd	3rd	4th
1-900	901-1800	1801-2700	2701
\$ 33.40	\$ 38.18	\$ 42.94	\$ 47.72

Supplemental Benefits Per Hour:
29.06 29.87 30.69 31.50

9-7/24-MP

Mason - Building **10/01/2024**

JOB DESCRIPTION Mason - Building **DISTRICT 9**

ENTIRE COUNTIES
 Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

WAGES
 Per Hour:
07/01/2024 01/06/2025
Additional
 Marble Cutters & Setters \$ 63.92 \$ 0.75*

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker \$ 40.05

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage Per Hour:

07/01/2024

750 hour terms at the following wage

1st	2nd	3rd	4th	5th	6th	7th	8th
0-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6750	6751-7500	7500+
\$ 27.01	\$ 40.52	\$ 43.88	\$ 47.26	\$ 50.64	\$ 54.32	\$ 60.71	\$ 63.92

Supplemental Benefits per hour:

07/01/2024

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 26.42	\$ 29.76	\$ 30.61	\$ 31.44	\$ 32.28	\$ 37.55	\$ 39.23	\$ 40.05

9-7/4

Mason - Building

10/01/2024

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:	07/01/2024	12/02/2024
Tile Finisher	\$ 49.46	Additional \$ 0.59*

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per Hour:

\$ 25.36*
 + \$8.33

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

OVERTIME PAY

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

Double time rate after 10 hours on Saturdays

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

9-7/88-tf

Mason - Building

10/01/2024

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour:	07/01/2024	01/06/2025
Marble, Stone, Maintenance Finishers:	\$ 27.72	Additional \$ 0.41*

Note 1: An additional \$2.00 per hour for time spent grinding floor using "60 grit" and below.

Note 2: Flaming equipment operator shall be paid an additional \$25.00 per day.

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per Hour:

Marble, Stone
 Maintenance Finishers: \$ 15.74

OVERTIME PAY

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

*Double hourly rate after 8 hours on Saturday

HOLIDAY

Paid: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE

1st term apprentice gets paid for all observed holidays.

REGISTERED APPRENTICES

WAGES per hour:

07/01/2024

0-750	\$ 22.32
751-1500	23.04
1501-2250	23.75
2251-3000	24.48
3001-3750	25.56
3751-4500	27.00
4501+	27.72

Supplemental Benefits:
 Per hour:

0-750	12.69
751-1500	13.10
1501-2250	13.51
2251-3000	13.91
3001-3750	14.52
3751-4500	15.33
4501+	15.74

9-7/24M-MF

Mason - Building / Heavy&Highway

10/01/2024

JOB DESCRIPTION Mason - Building / Heavy&Highway

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2024 01/06/2025
 Additional

Marble-Finisher \$ 49.99 \$ 0.53*

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Journeyworker:
 Per hour

Marble- Finisher \$ 37.39

OVERTIME PAY

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

Work beyond 8 hours on a Saturday shall be paid at double the rate.

HOLIDAY

Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

When an observed holiday falls on a Sunday, it will be observed the next day.

9-7/20-MF

Mason - Building / Heavy&Highway **10/01/2024**

JOB DESCRIPTION Mason - Building / Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2024

Cement Mason \$ 57.72

SUPPLEMENTAL BENEFITS

Per Hour:

Cement Mason \$ 34.66

1.5 X overtime rate \$ 62.95

2 X overtime rate \$ 69.32

OVERTIME PAY

See (B1, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

(1) year terms at the following wage:

1st Term \$ 23.39

2nd Term \$ 28.29

3rd Term \$ 33.69

Supplement Benefits per hour paid:

	ST	1.5X OT	2X OT
1st Term	\$ 14.86	\$ 22.30	\$ 29.72
2nd Term	\$ 15.16	\$ 22.75	\$ 30.32
3rd Term	\$ 15.27	\$ 22.91	\$ 30.54

4-780

Mason - Building / Heavy&Highway **10/01/2024**

JOB DESCRIPTION Mason - Building / Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

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

Per Hour:

07/01/2024

05/01/2025

Additional

Stone Setter \$ 69.91
 Base Rate 53.84*

\$ 3.42/Hr+

Stone Tender \$51.82
 Base Rate 44.54*

(+)To be allocated at a later date for all classes.

SUPPLEMENTAL BENEFITS

Per Hour:

Stone Setter \$ 42.52

Stone Tender 23.15

OVERTIME PAY

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

* Base Rates are used to Calculate Overtime Premiums then adding in: \$15.81/Hr. for Stone Setter or \$7.28/Hr. for Stone Tender.

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

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

HOLIDAY

Paid: See (*18) on HOLIDAY PAGE
 Overtime: See (5, 6, 10) on HOLIDAY PAGE
 Paid: * Must work first 1/2 of day.

REGISTERED APPRENTICES

Per Hour:

Stone Setter(800 hour) terms at the following Percentage of Stone Setters Base wage rate per hour plus \$7.32:

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

Supplemental Benefits:

All Apprentices \$ 25.85

4-1Stn

Mason - Heavy&Highway

10/01/2024

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2024

Pointer, Caulkers & Cleaners \$ 63.69

SUPPLEMENTAL BENEFITS

Per Hour:

Pointer, Cleaners & Caulkers \$ 31.90

OVERTIME PAY

See (B, E2, H) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

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

1st	2nd	3rd	4th
\$ 32.76	\$ 37.09	\$ 42.97	\$ 51.60

Apprentices Supplemental Benefits:
 (per hour paid)

\$ 15.40	\$ 21.70	\$ 24.45	\$ 25.45
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4-1PCC

Operating Engineer - Building

10/01/2024

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 9

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Dutchess: that part of Dutchess County lying south of the North City Line of the City of Poughkeepsie.

WAGES

NOTE: Construction surveying
 Party Chief--One who directs a survey party
 Instrument Man--One who runs the instrument and assists Party Chief.
 Rodman--One who holds the rod and assists the Survey Crew

Wages:(Per Hour) 07/01/2024

Building Construction:

Party Chief \$ 79.99
 Instrument Man 60.36
 Rodman 40.45

Steel Erection:

Party Chief 83.13
 Instrument Man 64.21
 Rodman 44.33

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

Party Chief 88.06
 Instrument man 65.66
 Rodman 55.70

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2024

Building Construction \$ 28.63* +\$ 7.65

Steel Erection 29.23* + 7.65

Heavy Construction 30.04* + 7.64

* This portion subject to SAME premium as wages

Non-Worked Holiday Supplemental Benefit:

21.83

OVERTIME PAY

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

Code "A" applies to Building Construction and has double the rate after 7 hours on Saturdays.

Code "B" applies to Heavy Construction and Steel Erection and had double the rate after 8 hours on Saturdays.

HOLIDAY

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

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

9-15Db

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

10/01/2024

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

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

STEEL ERECTION:

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

Group 2: Oiler (Truck Crane)

Group 3: Oiler (Crawler Crane)

BUILDING CONSTRUCTION:

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

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

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

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

Group 5: Maintenance on Radiant Mechanical Heaters

HEAVY CONSTRUCTION (Excavation, Foundations, etc)

Group 1: Maintenance of: Generators, Light Towers

Group 2: Maintenance of: Pumps, Mixers including mudsucking

Group 3: Base Mounted Tower Cranes

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

WAGES:

Per hour: 07/01/2024

Steel Erection:

Group 1	\$ 81.43
Group 2	76.58
Group 3	58.22

Building Construction:

Group 1	\$ 72.41
Group 2	57.36
Group 3	69.09
Group 4	52.62
Group 5	46.07

Heavy Construction:

Group 1	\$ 57.43
Group 2	58.68
Group 3	108.95
Group 4	84.24

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2024

Building Construction	\$ 30.52* + \$7.40
Steel Erection & Heavy	31.02* + \$7.40

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

Non-Worked Holiday Supplemental Benefits:

21.87

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wages Per Hour:

(1) year terms at the following wage rates:

1st	2nd	3rd	4th.
\$ 38.52	\$ 45.23	\$ 48.70	\$ 52.17

Supplemental Benefits:

Per Hour:

All Terms \$ 16.52* + 7.40

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

9-15Ab

Operating Engineer - Building / Heavy&Highway

10/01/2024

JOB DESCRIPTION Operating Engineer - Building / Heavy&Highway

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

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

Per Hour: 07/01/2024

Maintenance Engineer \$ 84.24
(Sewer Systems)

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyman \$ 31.02*
+ \$ 7.40

*This portion of benefits subject to SAME premium as OT wages.

Non-Worked Holiday Supplemental Benefits:

\$ 21.87

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

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

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

REGISTERED APPRENTICES

Per Hour:

(1) year terms at the following wage rates.

1st	2nd	3rd	4th
\$38.52	\$45.23	\$48.70	\$52.17

Supplemental Benefits:

Per Hour:

All Apprentices: \$ 16.52* + \$ 7.40

* This portion of benefits subject to the SAME premium as OT wages

9-15Sewer

Operating Engineer - Building / Heavy&Highway

10/01/2024

JOB DESCRIPTION Operating Engineer - Building / Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2024 08/01/2024

Well Driller	\$ 41.85	\$ 43.11
Well Driller Helper	\$ 36.26	\$ 37.35
Hazardous Waste Differential Added to Hourly Wage:		
Level A	\$ 3.00	
Level B	\$ 2.00	
Level C	\$ 1.00	

Monitoring Well Work Add to Hourly Wage:		
Level A	\$ 3.00	
Level B	\$ 2.00	

SUPPLEMENTAL BENEFITS

Per Hour:

Well Driller & Helper	10% of straight time rate plus \$ 13.50
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Additional \$ 4.25/Hr. for Premium Time Hours Worked

OVERTIME PAY

See (B2, P, S) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Apprentices at 12 Month Terms

Wages Per Hour:

1st Term	\$ 28.00
2nd Term	\$ 29.00
3rd Term	\$ 30.00

SUPPLEMENTAL BENEFITS

Per Hour:

All Terms	10% of Wage + \$ 13.50
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Additional \$4.25/Hr. for premium time hours worked.

4-138well

Operating Engineer - Building & Steel Erection

10/01/2024

JOB DESCRIPTION Operating Engineer - Building & Steel Erection

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per Hour: 07/01/2024

STEEL ERECTION:

Three Drum Derricks	\$ 107.16
Cranes, Two Drum Derricks, Hydraulic Cranes & Fork Lifts, Boom Trucks	103.28
Compressors, Welding Machines	63.36
Compressors (not combined with welding machines)	60.71

BUILDING CONSTRUCTION:

Cranes, Stone Derrick, Boom Trucks, Hydraulic Cranes,	103.62
Double Drum	98.28
4 Pole Hoists and Single Drum Hoists	87.78

Fork Lifts, Plaster(Platform Machine)Plaster Bucket, Concrete Pumps and all other equipment used for hoisting	80.54
*House Cars and Rack & Pinion	71.35
*House Cars (New Projects)	58.47
Erecting and dismantling Cranes	88.64

Compressors, Welding Machines(Cutting Concrete-Tank Work),
 Paint Spraying, Sand Blasting, Pumps(With the exclusion of
 concrete pumps), House Car (Settlement basis only), All
 Engines irrespective of power(Power-Vac)used to drive
 auxiliary equipment Air, Hydraulic, etc., Boilers, Jacking System
 62.20

APPLICABLE TO BUILDING CATEGORY:

CRANES: Crawler Or Truck

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

APPLICABLE TO STEEL CATEGORY:

CRANES: Crawler Or Truck

	In Addition To Above Crane Rates
100' to 149' Boom	\$ 2.25/hr
150' to 249' "	\$ 2.50/hr
250' to 349' "	\$ 2.75/hr
350' to 450' "	\$ 3.25/hr
Tower Crane	\$ 2.50/hr

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2024

All Operator Classes \$ 26.15*
 plus \$ 6.30

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

OVERTIME PAY

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

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

**Applies to Building Construction category

***Applies to Steel Erection

HOLIDAY

Paid: See (5, 6, 8, 11, 12, 15, 16, 25, 26) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 12, 15, 16, 25, 26) on HOLIDAY PAGE

Codes 8 and 12 apply ONLY to Steel Erection

Code 16 applies ONLY to Building Construction

REGISTERED APPRENTICES

Wage Per Hour:

Apprentices (1) year terms at the following rates:

	1st	2nd	3rd
07/01/2024	\$ 44.92	\$ 54.40	\$ 63.88

Supplemental Benefits Per Hour:

07/01/2024

Straight Time \$ 15.65*
 plus \$ 6.30

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

JOB DESCRIPTION Operating Engineer - Heavy Construction 1

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

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

- Group 1: Tower Crane/Climbing Crane
- Group 2: Backhoes (Including all track and rubber tire backhoes over 37,000 lbs), Power Shovels, Steel Erection: Hydraulic Clam Shells, Moles and machines of a similar nature
- Group 3: Mine Hoists, Cranes, etc, used as Mine Hoists
- Group 4: Gradalls, Keystones, Cranes (With digging buckets), Bridge Cranes, Trenching Machines, Vermeer Cutter and machines of a similar nature
- Group 5: Pile Drivers and Rigs (Employing Dock-Builders Foreman), Derrick Boats, Tunnel Shovels,
- Group 6: All Drills and machines of a similar nature
- Group 7: Back-Filling Machines and Cranes, Mucking Machines, Dual Drum Pavers
- Group 8: Mixers (Concrete with loading attachment), Concrete Pavers, Cableways, Land Derricks, Power House (Low pressure units)
- Group 9: Concrete Pumps, Concrete Plant, Stone Crushers, Double Drum Hoists, Power Houses (Other than above)
- Group 10: Concrete Mixer
- Group 11: Elevators
- Group 12: Concrete Breaking Machines, Single Drum Hoists, Load Masters, Locomotives and Dinkies (Over 10 tons), Hydraulic Crane-Second Engineer
- Group 13: On-Site Concrete Plant Engineers, On-Site Asphalt Plant Engineer and Vibratory Console
- Group 14: Barrier Mover, Barrier Transport and machines of a similar nature
- Group 15: Compressors (Portable, 3 or more), Truck Compressor (Engineer Driver), Tugger Machines, Well Point Pumps, Chum Drill
- Group 16: Boilers(High pressure),Compressors, Pumps(River Cofferdam) and Welding Machines(except where arc is operated by another Operating Engineer) Push Button Machines, All Engines, irrespective of power(Power Pac) used to drive auxiliary equipment, Air, Hydraulic, etc.
- Group 17: Utility-Horizontal Boring Rig
- Group 18: Utility Compressors
- Group 19: Paving-Asphalt Spreader, Autogrades (C.M.I.), Roto-Mill
- Group 20: Paving-Asphalt Roller
- Group 21 Paving-Asphalt Plant
- Group 22: Roller (non paving, all sizes)

WAGES:(per hour) 07/01/2024

Group 1	\$ 123.06
Group 2	102.98
Group 3	106.03
Group 4	103.66
Group 5	101.78
Group 6	98.05
Group 7	99.74
Group 8	97.10
Group 9	95.24
Group 10	91.40
Group 11	85.94
Group 12	87.66
Group 13	88.24
Group 14	80.02
Group 15	68.59
Group 16	64.34
Group 17	92.77
Group 18	63.97
Group 19	97.10
Group 20	94.83
Group 21	81.44
Group 22	94.83

Cranes: Crawler or Truck

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

SUPPLEMENTAL BENEFITS

Per Hour:
Groups 1-22

Regular Time \$ 26.15* plus \$ 6.30

* This portion of benefits subject to the same premium as shown for wages.

Non-Worked Holiday Supplemental Benefits:
 \$ 20.80

OVERTIME PAY
 See (D, O) on OVERTIME PAGE

HOLIDAY
 Paid: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE
 Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
 Per Hour:
 (1) year terms at the following wage rates:

Groups 1-22	1st	2nd	3rd
	\$ 44.92	\$ 54.40	\$ 63.88

Supplemental Benefits:

Groups 1-22	
Regular Time	\$ 15.65* plus \$ 6.30

* This portion of benefits is subject to the SAME PREMIUM as shown for overtime wages

9-14 HC

Operating Engineer - Heavy Construction 2 **10/01/2024**

JOB DESCRIPTION Operating Engineer - Heavy Construction 2 **DISTRICT 9**

ENTIRE COUNTIES
 Bronx, Kings, New York, Queens, Richmond

WAGES
 (For Groups 1 - 22, see Operating Engineer - Heavy Construction 1)

Group 23: Cherry Picker (Over 20 tons), Loader (Over 6 yards)

Group 24: Backhoes and Loaders (Up to 37,000lbs), Bulldozers, Scrapers, Turn-A-Pulls, Tugger Hoists, Tractors, Hysters, Roustabout Cranes, Conveyors, Ballast Regulators (Ride On), Track Removal Machine or similar, Motor Graders, Locomotives (10 tons and under), Curb & Gutter Pavers and machines of a similar nature

Group 25: Post Hole Digger, Ditch Winch, Road Finishing Machines, Rollers (5 tons and under, Dual Purpose Trucks, Forklifts, Dempsey Dumpsters, Fireman

Group 26: Service Engineer (Gradalls, Concrete Pumps, Cold Planers Grader)

Group 27: Service Mechanic (Shovels, Draglines, Crawler Cranes, Backhoes, Trenching Machines, Compressors (3 or more in battery)

Group 28: Steam Equipment Operator (Water rigs, steam shovels, power boilers, derrick boats)

WAGES:(per hour) 07/01/2024

Group 23	\$ 87.05
Group 24	84.62
Group 25	80.57
Group 26	76.47
Group 27	54.57
Group 28	80.57

Cranes: Crawler or Truck
 100' to 149' \$0.50 per hour additional to above Crane Rates
 150' to 249' \$0.75 per hour additional to above Crane Rates
 250' to 349' \$1.00 per hour additional to above crane Rates
 350' to 450' \$1.50 per hour additional to above crane Rates

SUPPLEMENTAL BENEFITS
 Per Hour:

Groups 23-28
 Regular Time 31.02* + \$7.40

* This portion of benefits subject to the same OT premium as wages.

Non-Worked Holiday Supplemental Benefits:
 21.87

OVERTIME PAY
 See (D, O) on OVERTIME PAGE

HOLIDAY
 Paid: See (5, 6, 7, 11, 16) on HOLIDAY PAGE
 Overtime: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

REGISTERED APPRENTICES

Per Hour:
 (1) year terms at the following wage rates:

	1st	2nd	3rd	4th
Groups 23-28	\$38.52	\$45.23	\$48.70	\$52.17

Supplemental Benefits:
 Regular Time \$ 16.52* + \$ 7.40

* This portion of benefits subject to same OT premium as wages.

9-15 HC

Operating Engineer - Marine Dredging **10/01/2024**

JOB DESCRIPTION Operating Engineer - Marine Dredging

DISTRICT 4

ENTIRE COUNTIES

Albany, Bronx, Cayuga, Clinton, Columbia, Dutchess, Essex, Franklin, Greene, Jefferson, Kings, Monroe, Nassau, New York, Orange, Oswego, Putnam, Queens, Rensselaer, Richmond, Rockland, St. Lawrence, Suffolk, Ulster, Washington, Wayne, Westchester

WAGES

These wages do not apply to Operating Engineers on land based construction projects. For those projects, please see the Operating Engineer Heavy/Highway Rates. The wage rates below for all equipment and operators are only for marine dredging work in navigable waters found in the counties listed above.

Per Hour:	07/01/2024
CLASS A1 Deck Captain, Leverman, Mechanical Dredge Operator, Licensed Tug Operator 1000HP or more.	\$ 45.26
CLASS A2 Crane Operator (360 swing)	40.33
CLASS B Dozer, Front Loader Operator on Land	To conform to Operating Engineer Prevailing Wage in locality where work is being performed including benefits.
CLASS B1 Derrick Operator (180 swing) Spider/Spill Barge Operator Operator II, Fill Placer, Engineer Chief Mate, Electrician, Chief Welder, Maintenance Engineer, Licensed Boat, Crew Boat Operator	39.14
CLASS B2 Certified Welder	36.84
CLASS C1 Drag Barge Operator, Steward, Mate, Assistant Fill Placer	35.83
CLASS C2	34.68

Boat Operator

CLASS D 28.81
 Shoreman, Deckhand, Oiler,
 Rodman, Scowman, Cook,
 Messman, Porter/Janitor

SUPPLEMENTAL BENEFITS

Per Hour:
 THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes A & B \$ 12.00 plus 7%
 of straight time
 wage, Overtime hours
 add \$ 0.63

All Class C & D \$ 11.75 plus 7%
 of straight time
 wage, Overtime hours
 add \$ 0.50

OVERTIME PAY

See (B2, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 15, 26) on HOLIDAY PAGE

4-25a-MarDredge

Operating Engineer - Survey Crew - Consulting Engineer 10/01/2024

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer **DISTRICT 9**

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Suffolk, Westchester

PARTIAL COUNTIES

Dutchess: That part in Dutchess County lying South of the North City line of Poughkeepsie.

WAGES

Feasibility and preliminary design surveying, any line and grade surveying for inspection or supervision of construction.

Per hour: 07/01/2024
 Survey Classifications

Party Chief \$ 49.39
 Instrument Man 40.96
 Rodman 35.63

SUPPLEMENTAL BENEFITS

Per Hour:

All Crew Members: \$ 23.75

OVERTIME PAY

OVERTIME:.... See (B, E*, Q, V) ON OVERTIME PAGE.

*Double-time paid on the 9th hour on Saturday.

HOLIDAY

Paid: See (5, 6, 7, 11, 16) on HOLIDAY PAGE
 Overtime: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

9-15dconsult

Painter 10/01/2024

JOB DESCRIPTION Painter **DISTRICT 8**

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour: 07/01/2024 05/01/2025
 Additional

Brush 52.86* \$ 2.62**

Abatement/Removal of lead based or lead containing paint on materials to be repainted.	52.86*
Spray & Scaffold	\$ 55.86*
Fire Escape	55.86*
Decorator	55.86*
Paperhanger/Wall Coverer	55.09*

*Subtract \$ 0.10 to calculate premium rate.

** To be allocated at a later date.

SHIFT WORK

Counties of Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Suffolk, and Westchester; Agency/Government mandated off-shift work to be paid at time and one-half the hourly wage.

SUPPLEMENTAL BENEFITS

Per hour:

Paperhanger	\$ 36.73
All others	34.31
Premium	38.28**

**Applies only to "All others" category, not paperhanger journeyworker.

OVERTIME PAY

See (A, E, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

One (1) year terms at the following wage rate.

Per hour:	07/01/2024
Appr 1st term...	\$ 20.22*
Appr 2nd term...	25.93*
Appr 3rd term...	31.61*
Appr 4th term...	42.40*

*Subtract \$ 0.10 to calculate premium rate.

Supplemental benefits:

Per Hour:	
Appr 1st term...	\$ 16.89
Appr 2nd term...	20.95
Appr 3rd term...	24.10
Appr 4th term...	30.57

8-NYDC9-B/S

Painter

10/01/2024

JOB DESCRIPTION Painter

DISTRICT 8

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

PARTIAL COUNTIES

Nassau: Atlantic Beach, Ceaderhurst, East Rockaway, Hewlett, Hewlett Bay, Hewlett Neck, Hewlett Park, Inwood, Lawrence, Lido Beach, Long Beach, parts of Lynbrook, parts of Oceanside, parts of Valley Stream, and Woodmere. Starting on South side of Sunrise Hwy in Valley Stream running east to Windsor and Rockaway Ave, Rockville is the boundary line up to Lawson Blvd, turning right going west all the above territory. Starting at Union Turnpike & Lakeville Rd going north to northern Blvd. the west side of Lakeville Rd to Northern Blvd. At Northern Blvd doing east the district north of Northern blvd to Port Washington blvd. West of Port Washington blvd to St. Francis Hospital then north of first traffic light to Port Washington & Sands Point, Manor Haven, & Harbour Acres.

WAGES

Per hour:	07/01/2024
Drywall Taper	\$ 57.44

SUPPLEMENTAL BENEFITS

Per Hour:	
Journeyworker:	\$ 25.29

OVERTIME PAY

See (A, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (4, 6, 8, 11, 18, 19, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:

1st term	\$ 22.30
2nd term	28.99
3rd term	34.67
4th term	46.05

Supplemental Benefits per hour:

1st term	\$ 14.35
2nd term	19.83
3rd term	20.93
4th term	23.12

8-NYC9-1974-DWT

Painter - Bridge & Structural Steel

10/01/2024

JOB DESCRIPTION Painter - Bridge & Structural Steel

DISTRICT 8

ENTIRE COUNTIES

Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES

Per Hour:

STEEL:

Bridge Painting: 07/01/2024
\$ 56.00
+ 10.35*

ADDITIONAL \$7.00 per hour for POWER TOOL/SPRAY, whether straight time or overtime.

NOTE: All premium wages are to be calculated on base rate per hour only.

* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (50 hour cap).

NOTE: Generally, for Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

SHIFT WORK

When directly specified in public agency or authority contract documents for an employer to work a second shift and works the second shift with employees other than from the first shift, all employees who work the second shift will be paid 10% of the base wage shift differential in lieu of overtime for the first eight (8) hours worked after which the employees shall be paid at time and one half of the regular wage rate. When a single irregular work shift is mandated in the job specifications or by the contracting agency, wages shall be paid at time and one half for single shifts between the hours of 3pm-11pm or 11pm-7am.

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker:

\$ 12.43
+ 31.55*

* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (50 hour cap).

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (4, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage - Per hour:

Apprentices: (1) year terms.

1st year \$ 22.40
 + 4.14

2nd year \$ 33.60
 + 6.21

3rd year \$ 44.80
 + 8.28

Supplemental Benefits - Per hour:

1st year \$ 1.16
 + 12.62

2nd year \$ 7.46
 + 18.93

3rd year \$ 9.94
 + 25.24

NOTE: All premium wages are to be calculated on base rate per hour only.

8-DC-9/806/155-BrSS

Painter - Metal Polisher

10/01/2024

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, Schuylers, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

07/01/2024
 Metal Polisher \$ 39.33
 Metal Polisher* 40.43
 Metal Polisher** 43.33

*Note: Applies on New Construction & complete renovation

** Note: Applies when working on scaffolds over 34 feet.

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2024

Journeyworker:

All classification \$ 12.79

OVERTIME PAY

See (B, E, P, T) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One (1) year term at the following wage rates:

07/01/2024

1st year \$ 19.67
 2nd year 21.63
 3rd year 23.60

1st year* \$ 22.06
 2nd year* 22.07
 3rd year* 24.14

1st year**	\$ 22.17
2nd year**	24.13
3rd year**	26.10

*Note: Applies on New Construction & complete renovation

** Note: Applies when working on scaffolds over 34 feet.

Supplemental benefits:

Per hour:

1st year	\$ 8.69
2nd year	8.69
3rd year	8.69

8-8A/28A-MP

Plasterer

10/01/2024

JOB DESCRIPTION Plasterer

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per hour:

	07/01/2024	08/01/2024
Building:		
Plasterer/Traditional & Spraying Fireproofing	\$ 47.72 + \$5.00*	\$ 47.99 + \$5.62*

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 25.35	\$ 26.10
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OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

*This portion is not subjected to OT premiums.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

	07/01/2024	08/01/2024
Wages:		
(Per hour)		
800 hours term:		
1st term	\$ 19.30 + 0.68*	\$ 19.44+ 0.68*
2nd term	22.53 + 0.81*	22.69+ 0.81*
3rd term	25.79 + 0.95*	25.98+ 0.95*

*This portion is not subjected to OT premiums.

Supplemental Benefits:

(Per hour):

(800) hours term:

1st term	\$ 11.59	\$ 11.95
2nd term	12.02	12.44
3rd term	12.52	13.08

9-262

Plumber

10/01/2024

JOB DESCRIPTION Plumber

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:

07/01/2024

Plumber	\$ 74.95
Temporary Service**	\$ 60.04

** Temporary Service- Includes Maintenance of cooling & heating apparatus, maintenance work on pneumatic systems during the construction period, and work on temporary heat. All hours paid at straight time, including holidays.

**THERE ARE NO HELPERS UNDER THIS CLASSIFICATION.

On tower work, bridges, elevated highway, or buildings, where pipe is being installed, fifty (50) or more feet vertically in a free drop from its base, an additional \$1.00 per hour.

SHIFT WORK

Shift work, when directly specified in public agency or authority contract documents, and continues for a period of not less than ten (10) consecutive work days. A shift shall consist of seven(7) hours with one-half (1/2) hour for lunch after the first four (4) hours of each shift. A premium of thirty percent (30%) for wages and supplemental benefits on shift work performed Monday through Friday on the 4 P.M. and midnight shifts.

For shift work performed on weekends the shift premium shall be fifty percent (50%) of wages and supplemental benefits.

For shift work performed on holidays designated below, double time wages and supplemental benefits shall be paid. Also noted that the normal workday Monday through Friday 8:00 A.M. to 3:00 P.M. is not considered shift work, and therefore not subject to shift premium.

SUPPLEMENTAL BENEFITS

Per hour:

Plumber	\$ 43.00
Temporary Service	\$ 34.32

OVERTIME PAY

See (C, *D, O, V) on OVERTIME PAGE

*Where the plumbing contract price is one and one half million dollars (\$1,500,000.00) or less, code D applies.

HOLIDAY

Plumber	
Overtime:	See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE.
Repairs & Maintenance	
Paid:	See (1) on HOLIDAY PAGE.
Overtime:	See (5, 6, 25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages per hour:

(1/2) year terms at the following wage:

1st	2nd	3rd&4th	5th&6th	7th&8th	9th	10th
\$ 19.00	\$ 21.00	\$ 30.22	\$ 32.32	\$ 35.17	\$ 36.57	\$ 48.64

Supplemental Benefits:

(1/2) year term at the following dollar amount:

1st	2nd	3rd-10th
\$ 5.43	\$ 6.43	\$ 22.73

9-1 Const

Plumber - Pump & Tank: Oil Trades Installation & Maintenance

10/01/2024

JOB DESCRIPTION Plumber - Pump & Tank: Oil Trades Installation & Maintenance

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:

07/01/2024

Pump & Tank	\$ 73.00
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SUPPLEMENTAL BENEFITS

Per hour:

Plumber	\$ 32.81
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OVERTIME PAY

Pump & Tank See (B, F, H) on OVERTIME PAGE.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE.

Overtime: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE.

9-1-P&T

Plumber - Repairs & Maintenance

10/01/2024

JOB DESCRIPTION Plumber - Repairs & Maintenance

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:

Repairs & Maintenance 07/01/2024
\$ 48.20

*Repair & Maintenance work is any repair and/or replacement of present plumbing system that does not change existing roughing or water supply lines. Projects regardless of work type which have approved plans and specifications wherein the plumbing exceeds \$725,000 are excluded.

SUPPLEMENTAL BENEFITS

Per hour:

Repair \$ 21.36
Maintenance

OVERTIME PAY

Repairs & Maintenance See (B, H) on OVERTIME PAGE.

HOLIDAY

Repairs & Maintenance

Paid: See (1) on HOLIDAY PAGE.

Overtime: See (5, 6, 25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Note: The Repairs & Maintenance Category has NO Apprentices.

9-1 R&M

Roofer

10/01/2024

JOB DESCRIPTION Roofer

DISTRICT 9

ENTIRE COUNTIES

Bronx, Dutchess, Kings, New York, Orange, Putnam, Queens, Richmond, Rockland, Sullivan, Ulster, Westchester

WAGES

Per Hour: 07/01/2024

Roofer/Waterproofer \$ 48.50
+ \$7.00*

* This portion is not subjected to overtime premiums.

Note: Abatement/Removal of Asbestos containing roofs and roofing material is classified as Roofer.

SUPPLEMENTAL BENEFITS

Per Hour: \$ 31.87

OVERTIME PAY

See (B, H) on OVERTIME PAGE

Note: An observed holiday that falls on a Sunday will be observed the following Monday.

HOLIDAY

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year term apprentices indentured prior to 01/01/2023

	1st	2nd	3rd	4th
	\$ 16.97	\$ 24.25	\$ 29.10	\$ 36.37
		+ 3.50*	+ 4.20*	+ 5.26*

Maintenance of Fans 48.87
 Temporary Operation

SUPPLEMENTAL BENEFITS

Per Hour:

Sheetmetal Worker \$ 53.25

Maintenance Worker 53.25

OVERTIME PAY

See (B, E, E2, Q, V) on OVERTIME PAGE

For Maintenance See Codes B,E, Q & V

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Per Hour:Wages

Six(6) Month Terms As Follows:

1st & 2nd Term \$ 21.26
 3rd & 4th Term 27.39
 5th & 6th Term 33.52
 7th & 8th Term 42.75
 9th Term 48.55

Per Hour: Supplemental Benefits

1st & 2nd Term \$ 19.66
 3rd & 4th Term 26.73
 5th & 6th Term 31.57
 7th & 8th Term 38.78
 9th Term 43.62

4-28

Steamfitter

10/01/2024

JOB DESCRIPTION Steamfitter

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour: 07/01/2024 01/01/2025

AC Service/Heat Service \$ 46.10 Additional
 & Refrigeration \$1.25/Hr.*

(*)To be allocated at a later date.

Refrigeration, A/C, Oil Burner and Stoker Service and Repair.

NOTE: Refrigeration Compressor installation. (Not to exceed 5 Hp combined on any one project).

NOTE: Air / Heating Compressor installation.(Not to exceed 15 tons combined on any one project).

SUPPLEMENTAL BENEFITS

Per Hour Worked:

AC Service/Heat Service \$ 20.96
 & Refrigeration

Per hour Paid: \$ 17.65

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Overtime: See (5, 6, 11, 15, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

1 year terms
 Wages per hour:

1st Term	\$ 22.31
2nd Term	26.94
3rd Term	31.38
4th Term	37.90

Benefits per hour worked:

1st Term	\$ 14.44
2nd Term	16.78
3rd Term	17.41
4th Term	19.44

Benefits per hour paid:

1st Term	\$ 11.38
2nd Term	13.72
3rd Term	14.35
4th Term	16.38

4-638B-StmFtrRef

Steamfitter

10/01/2024

JOB DESCRIPTION Steamfitter

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour:	07/01/2024	10/1/2024	03/31/2025
Sprinkler/Steam AC/Heat Fitter	\$ 69.11	Additional \$0.75/Hr*	Additional \$0.75/Hr*
Temporary Heat & AC Fitter	52.54	Additional \$0.75/Hr*	Additional \$0.75/Hr*

(*)To be allocated at a later date.

SHIFT WORK

Add 15% to Hourly Wage for "Contracting Agency" Mandated Off Shift Work.

Add 15% to Hourly Supplemental Benefit for "Contracting Agency" Mandated Off Shift Work.

SUPPLEMENTAL BENEFITS

Per Hour:

Sprinkler/Steam Fitter	\$ 53.49
Temporary Heat & AC Fitter	43.67

OVERTIME PAY

Note: The posted overtime rates are applicable after 8 hours plus Saturday, Sunday and Holidays:

Per Hour:

Sprinkler/Steam	WAGES \$ 138.22	SUPPLEMENTAL BENEFIT \$ 105.99
Temp Heat/AC	WAGES \$ 105.08	SUPPLEMENTAL BENEFIT \$ 85.35

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 11, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

1 year Terms at the Following:

WAGES per hour:

1st Term	2nd Term	3rd Term	4th Term	5th Term
\$ 27.98	\$ 34.96	\$ 41.94	\$ 48.92	\$ 55.90
SUPPLEMENTAL BENEFIT per hour:				
1st Term	2nd Term	3rd Term	4th Term	5th Term
\$ 21.80	\$ 27.05	\$ 32.28	\$ 37.53	\$ 42.76
Premium Time SUPPLEMENTAL BENEFIT Amounts:				
\$ 43.60	\$ 54.10	\$ 64.56	\$ 75.06	\$ 85.52

4-638A-StmSpFtr

Teamster - Heavy Construction **10/01/2024**

JOB DESCRIPTION Teamster - Heavy Construction

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per Hour:

Dump Trucks/Drivers (Debris Removal, Street Level and below)
 07/01/2024

Dump Trucks	\$ 44.165
Tractor Trailers	47.315
Euclid/Turnapull	47.88

SUPPLEMENTAL BENEFITS

Per Hour:

Dump Trucks	\$ 59.1525
All Others	56.9025
Up to 40 Hours Worked	

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

Note: Employees receive 2 hours of Holiday Pay for each day worked in holiday week (not to exceed 8 hours)

Note: Employees receive 5 1/3 hours of Holiday Pay for each day worked in Thanksgiving Holiday Week.

4-282

Welder **10/01/2024**

JOB DESCRIPTION Welder

DISTRICT 1

ENTIRE COUNTIES

Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuylar, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

Per hour 07/01/2024

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

Queens County General Construction

Asbestos Worker **10/01/2024**

JOB DESCRIPTION Asbestos Worker **DISTRICT 4**

ENTIRE COUNTIES
 Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES
 Per Hour: 07/01/2024

Asbestos Worker \$ 47.25
 Removal & Abatement Only*

NOTE: *On Mechanical Systems that are NOT to be SCRAPPED.

SUPPLEMENTAL BENEFITS
 Per Hour:

Asbestos Worker \$ 13.65
 Removal & Abatement Only

OVERTIME PAY
 See (B, B2, *E, J) on OVERTIME PAGE
 *Hours worked on Saturdays are paid at time and one half only if forty hours have been worked during the week.

HOLIDAY
 Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 8) on HOLIDAY PAGE

REGISTERED APPRENTICES
 Apprentice Removal & Abatement Only:
 1000 hour terms at the following percentage of Journeyman's rates.

1st	2nd	3rd	4th
78%	80%	83%	89%

SUPPLEMENTAL BENEFIT
 Per Hour:

Apprentice
 Removal & Abatement \$ 13.65

4-12a - Removal Only

Boilermaker **10/01/2024**

JOB DESCRIPTION Boilermaker **DISTRICT 4**

ENTIRE COUNTIES
 Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

WAGES
 Per Hour: 07/01/2024 01/01/2025

Boilermaker	\$ 67.38	\$ 68.88
Repairs & Renovations	67.38	68.88

Repairs & Renovation: Includes Repairing, Renovating replacement of parts to an existing unit(s).

SUPPLEMENTAL BENEFITS
 Per Hour:

Boilermaker	33.5% of hourly	33.5% of Hourly
Repair & Renovations	Wage Paid	Wage Paid
	+ \$ 26.85	+ \$26.85

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay.

Repairs & Renovation Includes replacement of parts and repairs & renovation of existing unit.

OVERTIME PAY
 See (*B, O, **U) on OVERTIME PAGE
 Note:* Includes 9th & 10th hours, double for 11th or more.
 ** Labor Day ONLY, if worked.

Repairs & Renovation see (B,E,Q) on OT Page

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 11, 12, 15, 25, 26, 29) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:
 (1/2) Year Terms at the following percentage of Boilermaker's Wage

1st	2nd	3rd	4th	5th	6th	7th
65%	70%	75%	80%	85%	90%	95%

Supplemental Benefits Per Hour:

	33.5% of Hourly Wage Paid Plus Amount Below	33.5% of Hourly Wage Paid Plus Amount Below
1st Term	\$ 20.36	\$ 20.36
2nd Term	21.28	21.28
3rd Term	22.22	22.22
4th Term	23.12	23.12
5th Term	24.07	24.07
6th Term	25.00	25.00
7th Term	25.93	25.93

NOTE: "Hourly Wage Paid" shall include any and all premium(s)

4-5

Broadband **10/01/2024**

JOB DESCRIPTION Broadband **DISTRICT 4**

ENTIRE COUNTIES
 Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour:	07/01/2024	06/29/2025
Field Tech Install/Repair	\$ 52.40	\$ 53.97

For outside work (excluding installation on building construction/alteration/renovation projects), stopping at first point of attachment (demarcation), installing/maintaining/repairing broadband internet service.

SUPPLEMENTAL BENEFITS

Per Hour: \$ 23.24

OVERTIME PAY

See (B, K, *R) on OVERTIME PAGE
 Note: *Two and one half times the hourly rate after the 8th hour

HOLIDAY

Paid: See (5, 6, 7, 11, 12) on HOLIDAY PAGE

4-CWA-Dist1

Carpenter **10/01/2024**

JOB DESCRIPTION Carpenter **DISTRICT 8**

ENTIRE COUNTIES
 Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per hour:	07/01/2024
Piledriver	\$ 60.59 + 10.00*
Dockbuilder	\$ 60.59 + 10.00*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 45.79

OVERTIME PAY

See (B, E2, O) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

Apprentices See (5,6,11,13,25)

Overtime: See (5,6,11,13,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages per hour

(1)year terms:

	1st	2nd	3rd	4th
	\$26.98	\$32.58	\$40.96	\$49.35
	+ 5.50*	+ 5.50*	+ 5.50*	+ 5.50*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

Supplemental benefits per hour:

All Terms: \$ 32.34

8-1556 Db

Carpenter

10/01/2024

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per hour: 07/01/2024

Carpet/Resilient

Floor Coverer \$ 55.05
+ 8.25*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

INCLUDES HANDLING & INSTALLATION OF ARTIFICIAL TURF AND SIMILAR TURF INDOORS/OUTDOORS.

SUPPLEMENTAL BENEFITS

Per hour:

\$ 39.45

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE.

Paid for 1st & 2nd yr.

Apprentices See (5,6,11,13,16,18,19,25)

Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wage per hour - (1) year terms:

	1st	2nd	3rd	4th
	\$ 25.20	\$ 28.20	\$ 32.45	\$ 40.33
	+ 1.85*	+ 2.35*	+ 2.85*	+ 3.85*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$ 15.22	\$ 16.22	\$ 19.32	\$ 20.32

8-2287

Carpenter

10/01/2024

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per Hour: 07/01/2024

Marine Construction:

Marine Diver \$ 75.46
+ 10.00*

Marine Tender \$ 55.00
+ 10.00*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker \$ 45.65

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 13, 16, 18, 19, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms.

1st year	\$ 26.98 + 5.50*
2nd year	32.58 + 5.50*
3rd year	40.96 + 5.50*
4th year	49.35 + 5.50*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

Supplemental Benefits

Per Hour:

All terms \$ 32.20

8-1456MC

Carpenter

10/01/2024

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per hour: 07/01/2024

Building
Millwright \$ 59.35
+ 13.12*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

SUPPLEMENTAL BENEFITS

Per hour:

Millwright \$ 45.41

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE

Paid: See (18,19) on HOLIDAY PAGE.

Overtime See (5,6,8,11,13,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms:

1st.	2nd.	3rd.	4th.
\$ 32.16	\$ 37.61	\$ 43.06	\$ 53.96
+ 7.08*	+ 8.25*	+ 9.42*	+ 11.76*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

Supplemental benefits per hour:

One (1) year terms:

1st.	2nd.	3rd.	4th.
\$ 30.56	\$ 33.09	\$ 36.27	\$ 40.69

8-740.1

Carpenter

10/01/2024

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per Hour:

07/01/2024

Timberman \$ 55.59
 + 10.26*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

SUPPLEMENTAL BENEFITS

Per Hour:

07/01/2024

\$ 44.96

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY

Overtime: See (5, 6, 11, 13, 25) on HOLIDAY PAGE

Paid: See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

Apprentices See (5,6,11,13,25)

Overtime: See (5,6,11,13,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms:

1st	2nd	3rd	4th
\$24.96	\$30.07	\$37.72	\$45.38
+ 5.55*	+ 5.55*	+ 5.55*	+ 5.55*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

Supplemental benefits per hour:

All terms \$ 31.95

Carpenter **10/01/2024**

JOB DESCRIPTION Carpenter **DISTRICT 8**

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Westchester

PARTIAL COUNTIES
Orange: South of but including the following, Waterloo Mills, Slate Hill, New Hampton, Goshen, Blooming Grove, Mountainville, east to the Hudson River.
Putnam: South of but including the following, Cold Spring, TompkinsCorner, Mahopac, Croton Falls, east to Connecticut border.
Suffolk: West of Port Jefferson and Patchogue Road to Route 112 to the Atlantic Ocean.

WAGES
Per hour: 07/01/2024

Core Drilling:
Driller \$ 46.25
+ 3.25*

Driller Helper \$ 36.28
+ 3.25*

Note: Hazardous Waste Pay Differential:
For Level C, an additional 15% above wage rate per hour
For Level B, an additional 15% above wage rate per hour
For Level A, an additional 15% above wage rate per hour
Note: When required to work on water: an additional \$ 3.00 per hour.

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

SUPPLEMENTAL BENEFITS

Per hour:
Driller and Helper \$ 30.24

OVERTIME PAY
See (B, G, P) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

8-1536-CoreDriller

Carpenter **10/01/2024**

JOB DESCRIPTION Carpenter **DISTRICT 8**

ENTIRE COUNTIES
Bronx, Kings, New York, Putnam, Queens, Richmond

PARTIAL COUNTIES
Nassau: The portion of the county that lies west of Seaford Creek and south of the Southern State Parkway.

WAGES
Per hour: 07/01/2024

Show Exhibit \$ 55.75
+ 9.80**

Bldg. Carpenter* \$57.05
+ 8.39**

* Not applicable in Putnam County
**This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

SUPPLEMENTAL BENEFITS

Per hour worked:
Show Exhibit \$ 45.20
Bldg. Carpenter 39.75

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE

Paid: for 1st & 2nd yr.

Apprentices See (5,6,11,13,16,18,19,25)

Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages per hour: Show Exhibit

(1) year terms:

1st.	2nd.	3rd.	4th.
\$22.30	\$27.88	\$36.24	\$44.60
+ 4.90*	+ 4.90*	+ 4.90*	+ 4.90*

*This portion is not subject to overtime premiums

Supplemental benefits per hour:

All terms \$ 30.25

Wages per hour: Bldg. Carpenter

(1) year terms:

1st	2nd	3rd	4th
\$ 22.20	\$ 25.20	\$ 29.45	\$ 37.33
+ 2.14*	+ 2.59*	+ 3.09*	+ 4.09*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$ 15.37	\$ 16.42	\$ 19.52	\$ 20.52

8-EXHIB

Carpenter - Heavy&Highway

10/01/2024

JOB DESCRIPTION Carpenter - Heavy&Highway

DISTRICT 8

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

PARTIAL COUNTIES

Nassau: That portion of the county that lies West of Seaford Creek and South of the Southern State Parkway.

WAGES

Per hour:

07/01/2024

Heavy & Highway

Carpenter

\$ 60.59
 + 10.00*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

SUPPLEMENTAL BENEFITS

Per hour worked:

Heavy & Highway

Carpenter

\$ 45.70

OVERTIME PAY

See (B, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 13, 25) on HOLIDAY PAGE

Paid : for 1st & 2nd yr

Apprentices See (5, 6, 11, 13, 25)

REGISTERED APPRENTICES

Wage per hour:

One (1) year terms:

	1st	2nd	3rd	4th
Heavy & Highway	\$ 26.98	\$ 32.58	\$ 40.96	\$ 49.35

+ 5.50* + 5.50* + 5.50* + 5.50*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

Supplemental Benefits:
 Per Hour:

All terms
 \$ 32.25

8-NYC H/H

Electrician **10/01/2024**

JOB DESCRIPTION Electrician **DISTRICT 9**

ENTIRE COUNTIES
 Bronx, Kings, New York, Queens, Richmond

WAGES
 Per hour: 07/01/2024

Tree Trimmer \$ 35.24
 Ground Person 20.69

Applies to line clearance, tree work, and right-of-way preparation on all new or existing overhead, electrical, telephone, and CATV lines.

SUPPLEMENTAL BENEFITS
 Per hour:

Tree Trimmer \$ 13.20
 Ground Person 7.75

OVERTIME PAY
 See (B, *H, Q) on OVERTIME PAGE

*Worked performed on Sundays & Holidays outside of 7.00am - 4.00pm shall be paid at double time, in addition to the holiday pay if applicable.

HOLIDAY
 Paid: See (5, 6, 10, 11, 15, 16, 26) on HOLIDAY PAGE
 Overtime: See (5, 6, 10, 11, 15, 16, 26) on HOLIDAY PAGE
 (An additional floating holiday after four years service)

9-3T

Electrician **10/01/2024**

JOB DESCRIPTION Electrician **DISTRICT 9**

ENTIRE COUNTIES
 Bronx, Kings, New York, Queens, Richmond

WAGES
 Per hour: 07/01/2024

Electrician \$ 32.00
 Telephone 32.00

Maintenance and Jobbing-Electrical and teledata work of limited duration and scope, consisting of repairs and/or replacement of electrical and teledata equipment.

- Includes all work necessary to retrofit, service, maintain and repair all kinds of lighting fixtures and local lighting controls and washing and cleaning of foregoing fixtures.

SUPPLEMENTAL BENEFITS
 Journeyworker:

07/01/2024
 \$ 27.20
 29.23*

* Applies to overtime hours

OVERTIME PAY
 See (B, H) on OVERTIME PAGE

HOLIDAY
 Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

9-3m

Electrician

10/01/2024

JOB DESCRIPTION Electrician

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond, Westchester

WAGES

Per hour: 07/01/2024

Service Technician \$ 37.40

Service and Maintenance on Alarm and Security Systems.

Maintenance, repair and /or replacement of defective (or damaged) equipment on, but not limited to, Burglar - Fire - Security - CCTV - Card Access - Life Safety Systems and associated devices. (Whether by service contract of T&M by customer request.)

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker: \$ 21.85

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 11, 15, 16, 17, 25, 26) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 15, 16, 17, 25, 26) on HOLIDAY PAGE

9-3H

Electrician

10/01/2024

JOB DESCRIPTION Electrician

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per Hour: 07/01/2024

Electrician
 Audio/Sound and
 Temporary Light/
 Power \$ 62.00

Solar-Photovoltaic Systems

Group 1 62.00

All tasks not listed in Group 2

Group 2 32.00

D.C portion and associated mechanical equipment related to solar systems,
 (excluding battery storage and its associated equipment) including work related to
 Weather Stations and Data Acquisitions/Monitoring Systems on solar photovoltaic systems.

Mounting of PV modules.

Mounting of DC optimizers to back of modules if the installation calls for this equipment.

Mounting of microinverters to back of modules and install trunk cabling on racking if called for.

Module to module connection of PV modules to adjacent modules. If racking manufacturer provides integrated inter-row cable management, install string jumper to complete the string in full in same sub-array.

If racking manufacturer does not provide integrated inter-row cable management, run conduit between rows, bond it and run string jumper to complete string in full in same sub-array.

Installation of weather stations and other weather station relevant sensors as specified.

Installation of data acquisition system (DAS) for PV system monitoring.

SHIFT WORK

Evening (Swing Shift):

Electrician

Audio/Sound and
 Temporary Light/
 Power \$ 72.75

Night (Graveyard Shift):
 Electrician
 Audio/Sound and
 Temporary Light \$ 81.49

SUPPLEMENTAL BENEFITS

Per Hour:

Electrician \$ 66.09
 70.01*

Swing Shift: 75.07
 79.66*

Graveyard Shift: 82.66
 87.81*

Temporary Light/Power: 30.33
 33.64*

Group 1: 66.09
 70.01*

Group 2: 27.21
 29.23*

* Applies when premium (OT) wages are paid.

Temporary Light and Power benefit rate applies for three or less workers.

Reduce benefit rate by 6.2% for any employee who has accumulated wages of \$168,600 for the same employer.

OVERTIME PAY

See (A, H) on OVERTIME PAGE

See (B) for Temporary Light and Power

HOLIDAY

Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages Per Hour:

One (1) year terms		
First term:		07/01/2024
0-6 mos.		\$ 18.00
7-12 mos.		18.50
Second term:		
0-6 mos.		19.50
7-12 mos.		20.50
Third term		
0-6 mos.		21.50
7-12 mos.		22.50
Fourth term:		
0-6 mos.		23.50
7-12 mos.		25.50
Fifth term/MLJ:		
0-12 mos.		27.50
13-18 mos.		32.00

Supplemental Benefits per hour:

One (1) year terms:

First Term:	Regular	Overtime
0-6 mos.	\$ 17.18	\$ 18.38
7-12 mos.	17.44	18.67

Second Term:		
0-6 mos.	17.97	19.26
7-12 mos.	18.49	19.85
Third Term:		
0-6 mos.	19.02	20.44
7-12 mos.	19.54	21.03
Fourth Term:		
0-6 mos.	20.06	21.62
7-12 mos.	21.11	22.80
Fifth Term/MIJ:		
1-12 mos.	24.79	26.52
13-18 mos.	27.21	29.23

9-3

Electrician - Highway and Street Lighting, Traffic Signals and Controls	10/01/2024
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JOB DESCRIPTION Electrician - Highway and Street Lighting, Traffic Signals and Controls **DISTRICT** 9

ENTIRE COUNTIES
 Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:

	07/01/2024
Electro Pole Electrician	\$ 62.00
Electro Pole Foundation Installer	47.66
Electro Pole Maintainer	41.61

SUPPLEMENTAL BENEFITS

Per Hour:

	07/01/2024
Electro Pole Electrician	\$ 68.20 72.12*
Electro Pole Foundation Installer	51.68 54.69*
Electro Pole Maintainer	47.03 49.66*

*Applies when premium wages are paid

Note: Reduce benefit rate by 6.2% for any employee who has accumulated wages in \$168,600 for the same employer.

OVERTIME PAY

See (A, B, E4, F, K) on OVERTIME PAGE
 B - Applies to Electro Pole Foundation Installer
 E4 - Applies to Electro Pole Maintainer

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

9-3J

Electrician Lineman	10/01/2024
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JOB DESCRIPTION Electrician Lineman **DISTRICT** 4

ENTIRE COUNTIES
 Nassau, Queens, Suffolk

WAGES

For Utility Distribution & Transmission Line Construction:
 Per Hour: 07/01/2024

Lineman/Splicer	\$65.25
Material Man	56.77
Heavy Equip. Operator	52.20
Groundman	39.15
Flagman	29.36

For Natural Gasline Construction

Per Hour:

Journeyman U.G.Mech	\$ 57.63
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SUPPLEMENTAL BENEFITS

Per Hour:
 Utility Distribution & Transmission Line Construction:

All Classifications	07/01/2024
	32.75% of Hourly Wage Paid + \$15.04

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay

Natural Gasline Construction

Per Hour: 07/01/2024

Journeyman U.G.Mech.	33.24
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OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE
 OVERTIME for Natural Gas Mechanic:(B,G,P)

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 16, 23, 25, 26) on HOLIDAY PAGE
 Same as Above for Natural Gas Mechanic.

REGISTERED APPRENTICES

1000 hour Terms at the following Percentage of Journeyman's Wage.
 (Lineman Only)

1st	2nd	3rd	4th	5th	6th	7th
60%	65%	70%	75%	80%	85%	90%

SUPPLEMENTAL BENEFIT:

07/01/2024

All Terms

31.75% of Hourly
 Wage Paid +
 \$ 15.04

4-1049 Line/Gas

Elevator Constructor

10/01/2024

JOB DESCRIPTION Elevator Constructor

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

PARTIAL COUNTIES

Rockland: Entire County except for the Township of Stony Point
 Westchester: Entire County except for the Townships of Bedford, Lewisboro, Cortland, Mt. Kisco, North Salem, Pound Ridge, Somers and Yorktown.

WAGES

Per hour:

	07/01/2024	03/17/2025
Elevator Constructor	\$ 80.35	\$ 83.37

Modernization &

Service/Repair 63.16 65.54

SUPPLEMENTAL BENEFITS

Per Hour:

Elevator Constructor \$ 46.367 \$ 47.654

Modernization & Service/Repairs 45.217 46.470

OVERTIME PAY

Constructor See (D, M, T) on OVERTIME PAGE.

Modern/Service See (B, F, S) on OVERTIME PAGE.

HOLIDAY

Paid: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES PER HOUR:

6 MONTH TERMS:

1st Term*	2nd & 3rd Term*	4th & 5th Term	6th & 7th Term	8th & 9th Term
50%	50%	55%	65%	75%

* Note: 1st, 2nd, 3rd Terms are based on Average wage of Constructor, Modernization & Service.
 Terms 4 thru 9 Based on Journeyman's wage of classification Working in.

SUPPLEMENTAL BENEFITS:

	07/01/2024	03/17/2025
Elevator Constructor		
1st Term	\$ 0.00	\$ 0.00
2nd & 3rd Term	36.15	36.90
4th & 5th Term	37.19	37.99
6th & 7th Term	38.80	39.70
8th & 9th Term	40.41	41.40
Modernization & Service/Repair		
1st Term	\$ 0.00	\$ 0.00
2nd & 3rd Term	36.15	36.90
4th & 5th Term	37.19	37.99
6th & 7th Term	38.80	39.70
8th & 9th Term	40.41	41.40

4-1

Glazier

10/01/2024

JOB DESCRIPTION Glazier

DISTRICT 8

ENTIRE COUNTIES

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

WAGES

Per hour:

	07/01/2024	05/01/2025
Glazier, Glass Tinting and Window Film	\$ 63.28	Additional \$ 1.11***
Scaffolding, including swing scaffold	67.28	
*Mechanical Equipment	64.28	
**Repair & Maintenance	30.76	

*Mechanical equipment, scissor jacks, man lifts, booms & buckets 30' or more, but not pipe scaffolding.

**Repair & Maintenance- All repair & maintenance work on a particular building whenever performed, where the total cumulative Repair & Maintenance contract value is under \$193,000.

***To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour:	7/01/2024
Glazier, Glass Tinting Window Film, Scaffolding and Mechanical Equipment	\$ 42.13
Repair & Maintenance	24.62

OVERTIME PAY

See (B, E, Q, V) on OVERTIME PAGE
 For 'Repair & Maintenance' see (B, B2, I, S) on overtime page.

HOLIDAY

Paid: See (5, 6, 16, 25) on HOLIDAY PAGE
 Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE
 For 'Repair & Maintenance'
 Paid: See(5, 6, 16, 25)
 Overtime: See(5, 6, 16, 25)

REGISTERED APPRENTICES

Wage per hour:
 (1) year terms at the following wage rates:

	7/01/2024
1st term	\$ 22.34
2nd term	30.64
3rd term	40.87
4th term	50.14

Supplemental Benefits:
 (Per hour)

1st term	\$ 19.27
2nd term	27.34
3rd term	32.85
4th term	36.01

8-1087 (DC9 NYC)

Insulator - Heat & Frost

10/01/2024

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per Hour: 07/01/2024

Insulators Heat & Frost	\$ 71.01
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SUPPLEMENTAL BENEFITS

Per Hour:

Insulators Heat & Frost	\$ 36.76
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OVERTIME PAY

See (B, E, *Q, V) on OVERTIME PAGE
 * Triple time for Labor Day (If worked)

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages:
 1 year terms.
 Wages Per Hour:

1st	2nd	3rd	4th
\$ 31.96	\$ 39.06	\$ 46.16	\$ 53.26

Supplemental Benefits:

\$ 16.56 \$ 20.23 \$ 23.91 \$ 27.06

4-12

Ironworker

10/01/2024

JOB DESCRIPTION Ironworker

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per Hour:	07/01/2024	01/01/2025
		Additional
Stone Derrickmen Rigger	\$ 75.40	\$ 1.64*
Stone Handset Derrickman	72.55	1.11*

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour:

Stone Derrickmen Rigger	\$ 45.52
Stone Handset Derrickman	44.76

OVERTIME PAY

See (B, D1, *E, Q, **V) on OVERTIME PAGE

*Time and one-half shall be paid for all work on Saturday up to eight (8) hours and double time shall be paid for all work thereafter.

** Benefits same premium as wages on Holidays only

HOLIDAY

Paid: See (18) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 25) on HOLIDAY PAGE
 Work stops at schedule lunch break with full day's pay.

REGISTERED APPRENTICES

Wage per hour:

Stone Derrickmen Rigger:				
	1st	2nd	3rd	4th
07/01/2024	\$ 37.20	\$ 53.28	\$ 59.32	\$ 65.36

Supplemental Benefits:

Per hour:				
07/01/2024	23.27	34.39	34.39	34.39

Stone Handset:

1/2 year terms at the following hourly wage rate:

	1st	2nd	3rd	4th
07/01/2024	\$ 35.78	\$ 51.04	\$ 56.79	\$ 62.55

Supplemental Benefits:

Per hour:				
07/01/2024	22.95	34.08	34.08	34.08

9-197D/R

Ironworker

10/01/2024

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per Hour:	07/01/2024	01/01/2025
Ornamental	\$ 47.65	Additional

Chain Link Fence	47.65	\$ 1.25/hr*
Guide Rail	47.65	

(*)To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour:
 Journeyworker: \$ 66.29

OVERTIME PAY

See (B, B1, Q, V) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

1 year terms

	07/01/2024
1st Term	\$ 25.98
2nd Term	28.45
3rd Term	30.80
4th Term	34.39

Supplemental Benefits per hour:

1st Term	\$ 16.29
2nd Term	18.29
3rd Term	19.29
4th Term	20.29

4-580-Or

Ironworker

10/01/2024

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

PER HOUR:

	07/01/2024	01/01/2025
Ironworker:		Additional
Structural	\$ 57.20	\$ 1.75/Hr.*
Bridges		
Machinery		

(*)To be allocated at a later date.

SUPPLEMENTAL BENEFITS

PER HOUR PAID:

Journeyman	\$ 89.85
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OVERTIME PAY

See (B, B1, Q, *V) on OVERTIME PAGE

*NOTE: Benefits are calculated for every hour paid.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 18, 19) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES PER HOUR:

6 month terms at the following rate:

1st	\$ 30.23
2nd	30.83
3rd - 6th	31.44

Supplemental Benefits
 PER HOUR PAID: 62.47

4-40/361-Str

Ironworker

10/01/2024

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

PARTIAL COUNTIES

Rockland: Southern section - south of Convent Road and east of Blue Hills Road.

WAGES

Per hour: 07/01/2024

Reinforcing & Metal Lathing \$ 56.95

"Base" Wage 55.20
 plus \$ 1.75

"Base" Wage is used to calculate overtime hours only.

SUPPLEMENTAL BENEFITS

Per hour:
 Reinforcing & Metal Lathing \$ 44.63

OVERTIME PAY

See (B, E, Q, *X) on OVERTIME PAGE

*Only \$23.50 per Hour for non worked hours

Supplemental Benefit Premiums for Overtime Hours worked:

Time & One Half \$ 51.13
 Double Time 57.63

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 11, 13, *18, **19, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year terms at the following wage rates:

Prior to 01/01/2020:

1st term	2nd term	3rd term	4th Term
Wage Per Hour: \$ 22.55	\$ 28.38	\$ 34.68	\$ 37.18
"Base" Wage \$21.00	\$26.80	\$33.10	\$35.60
plus \$1.55	plus \$1.58	plus \$1.58	plus \$1.58

"Base" Wage is used to calculate overtime hours ONLY.

SUPPLEMENTAL BENEFITS

Per Hour:

1st term	2nd term	3rd term	4th Term
\$18.17	\$21.34	\$22.00	\$22.50

After 01/01/2020:

1st term	2nd term	3rd term	4th Term
Wage Per Hour: \$ 22.55	\$ 23.60	\$ 24.60	\$ 25.65
"Base" Wage \$21.00	\$22.00	\$23.00	\$24.00
plus \$1.55	plus \$1.60	plus \$1.60	plus \$1.65

"Base" Wage is used to calculate overtime hours ONLY.

SUPPLEMENTAL BENEFITS

Per Hour:

1st term	2nd term	3rd term	4th Term
\$18.40	\$17.40	\$16.45	\$15.45

4-46Reinf

Laborer **10/01/2024**

JOB DESCRIPTION Laborer **DISTRICT 9**

ENTIRE COUNTIES
 Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:

Striper (Highway/streets):	07/01/2024	07/01/2025
Striping-Machine Operator	\$ 41.00	Additional \$ 3.05**
Striping Thermoplastic	45.00	
Flagger - Traffic Safety*	39.00	

Note: * Includes but is not limited to: Positioning of cones and directing of traffic using handheld devices. Excludes the Driver/Operator of equipment used in protection of traffic safety.

** To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyworker	\$ 19.27
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OVERTIME PAY

See (B, H) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 8, 13) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 13) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

1st Term (1-2000 hours)	\$ 31.36
2nd Term (2001-4000 hours)	33.00

Supplemental Benefits per hour:

All Terms	19.27
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9-1010-LS

Laborer **10/01/2024**

JOB DESCRIPTION Laborer **DISTRICT 9**

ENTIRE COUNTIES
 Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:

	07/01/2024
Laborer/Excavation	
**Asbestos and Lead Abatement & Removal, Hazardous Waste Removal (including soil)	\$ 45.00
Basic	45.00
Flagman	45.00
Pipelayer	45.00
*Tree Work, *Landscape	45.00

*Includes trimming, cutting, planting and/or removal of trees.

** Applies to Heavy & Highway projects

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker: \$ 54.03

Note: No payment of Supplemental Benefits is required on paid holidays, when employees do not work.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

When an observed holiday falls on a Saturday, work done shall be paid at double time.

HOLIDAY

Paid: See (2, 20) on HOLIDAY PAGE

Overtime: See (2, 5, 6, 11, 20) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:

1000 hour terms at the following hourly wage rate.

07/01/2024

1st	0 - 1000	\$ 22.50
2nd	1001-2000	27.00
3rd	2001-3000	33.75
4th	3001-4000	40.50

Supplemental Benefits per hour:

All Apprentices 54.03

9-731Ex

Laborer

10/01/2024

JOB DESCRIPTION Laborer

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:

GROUP 14: Blasters.

GROUP 16: Tunnel workers - including Miners, Drill Runners, Iron Men, Maintenance Men, Conveyor Men, Safety Miners, Riggers, Block Layers, Cement Finishers, Rod Men, Caulkers, Powder Carriers, Miners' Helpers, Chuck Tenders, Track Men, Nippers, Brake Men, Derail Men, Form Men, Bottom Bell, Top Bell or Signal men, Form Workers, Movers, Concrete Workers, Shaft Men, Tunnel Laborers and Caulkers' Helpers.

GROUP 17: All others including: Powder Watchmen, Top Laborers and Changehouse Attendants.

Wages: (per hour) 07/01/2024

Laborer (Tunnel)-FREE AIR:

Group 14	\$ 77.13
Group 16	73.75
Group 17*	68.18

Small Bore Micro Tunnel Machines 80% of rates above

For Repairs on Existing Water Tunnels 90% of rates above

For Repairs of Sewer & Drainage Tunnels 85% of rates above

For Repair & Maintenance of all Subway & Vehicular Tunnels 80% of rates above

*An additional \$3.00 per day when using an air spade, jack hammer or pavement breaker.

Note: Employer shall pay \$10.00 per day for each half mile starting at a point 500 feet from the bottom of the shaft.

SUPPLEMENTAL BENEFITS

Per hour:

GROUP 14	\$ 55.32
GROUP 16	53.06
GROUP 17	49.11

Small Bore Micro Tunnel Machines 80% of rates above

For Repairs on Existing Water Tunnels 90% of rates above

For Repairs of Sewer & Drainage Tunnels 85% of rates above

For Repair & Maintenance of all Subway & Vehicular Tunnels 80% of rates above

OVERTIME PAY

OVERTIME: For Laborer (Free Air) See (D, M, R*) on OVERTIME PAGE.
 For Repair Categories See (B, F, R*) on OVERTIME PAGE.
 & Micro Tunneling
 * Straight time first 8 hours, double time after 8 hours.

HOLIDAY

Paid: See (5, 6, 9, 11, 12, 15, 16, 25) on HOLIDAY PAGE
 Overtime: See (5, 6, 9, 11, 12, 15, 16, 25) on HOLIDAY PAGE
 Good Friday may be exchanged for one of the holidays listed.

9-147Tnl/Free

Laborer - Building

10/01/2024

JOB DESCRIPTION Laborer - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:	07/01/2024	01/01/2025
		Additional
Basic Laborer and Mason Tender	\$ 44.70*	\$ 1.25**

*Before calculating premium wage deduct \$3.25

** To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour:

Basic Laborer and Mason Tender \$ 29.99

OVERTIME PAY

See (B, B2, E, E2, Q, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:

1000 hour terms at the following wage rate:

Term:	1st	2nd	3rd	4th
Basic Laborer and Mason Tender				
07/01/2024	\$ 22.05*	\$ 23.80*	\$ 25.30*	\$ 27.80*

*Before calculating premium wage deduct \$0.50

Supplemental Benefits per hour:

All Terms
 07/01/2024 \$ 10.77 9-MTDC(79)

Laborer - Building **10/01/2024**

JOB DESCRIPTION Laborer - Building **DISTRICT 9**

ENTIRE COUNTIES
 Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:

	07/01/2024	07/01/2025 Additional
Skilled Interior Demolition Laborer:	\$ 39.70*	\$ 0.75***
General Interior Demolition Laborer:	28.89**	

* Before calculating overtime wages deduct \$1.70

**General Demolition Laborer performs manual work and work incidental to demolition, such as loading and carting of debris from work site to an area where it can be loaded into trucks for removal. Also performs clean-up of the site when demolition is complete.

***To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per Hour:

Skilled Interior Demolition Laborer:	24.84
General Interior Demolition Laborer:	19.16

OVERTIME PAY

See (B, B2, I, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage Per Hour:

1000 hour terms at the following wage rate:

1st	2nd	3rd	4th
\$ 21.80*	\$ 23.55*	\$ 25.05*	\$ 27.55*

* Before calculating overtime wages deduct \$0.50

Supplemental Benefits Per Hour:

All Terms: 10.47 9-MTDC (79-ID)

Laborer - Building **10/01/2024**

JOB DESCRIPTION Laborer - Building **DISTRICT 9**

ENTIRE COUNTIES
 Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour: 07/01/2024

Laborer:
 Laborer-Concrete
 (including flag person) \$ 42.53
 + 8.00*

* This portion is not subjected to overtime premiums.

SUPPLEMENTAL BENEFITS

Per Hour

\$ 20.20
 + 9.00**

** This portion subjected to overtime premiums only on codes (E,Q)

OVERTIME PAY

OVERTIME: See (A,E,Q) on OVERTIME PAGE attached.
 See (B,E,Q,) for work below street level to top of foundation.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 11, 13, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

Terms based on hours listed:

1st	2nd	3rd
0-1334	1334-2668	2669-4000
\$ 15.35 + 2.49*	\$ 20.15 + 7.32*	\$ 20.95 + 7.80*

* This portion is not subjected to overtime premiums.

Supplemental Benefits:

Per hour:

\$ 12.70 + 2.65*	\$ 16.70 + 3.45*	\$ 16.70 + 4.25*
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Journeyworker rate applies after 4000 hours

*This portion subjected to same premium as wages.

9-6A/18A/20-C

Laborer - Building

10/01/2024

JOB DESCRIPTION Laborer - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour: 07/01/2024 01/01/2025
 Building: Additional

Plasterer Tender and
 Spray Fireproofing Tender \$ 44.70* \$ 1.25**

* Before calculating overtime wages deduct \$3.25

**To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour:
 Journeyworker \$ 29.99

OVERTIME PAY

See (B, B2, E, E2, Q, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:

1000 hours terms at the following wage.

	1st	2nd	3rd	4th
01/01/2024	\$22.05*	\$23.80*	\$25.30*	\$27.80*

* Before calculating overtime wages deduct \$ 0.50

Supplemental Benefits per hour:

All Terms:
 07/01/2024

\$ 10.77

9-30 (79)

Laborer - Building

10/01/2024

JOB DESCRIPTION Laborer - Building

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour: 07/01/2024 01/06/2025

Asbestos, Lead \$ 39.00 Additional
 and Hazardous \$ 1.50/Hr.*
 Material Abatement
 Laborer

(*)To be allocated at a later date.

(Re-Roofing Removal See Roofer)

NOTE: Asbestos removed from Mechanical Systems not to be scrapped
 See Asbestos Worker

SUPPLEMENTAL BENEFITS

Per Hour:

Laborer \$ 20.10

OVERTIME PAY

See (B, B2, I) on OVERTIME PAGE

*Calculate at \$39.00 per hour then add \$1.55

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 28) on HOLIDAY PAGE

REGISTERED APPRENTICES

1000 hour terms at the following:

Per Hour:

1st Term \$ 20.00*
 2nd Term 21.00**
 3rd Term 24.00***
 4th Term 26.00****

SUPPLEMENTAL BENEFIT

Per Hour:

All Terms \$ 14.35

OVERTIME PAY:

*Calculate at \$20.00 per hour then add \$1.00
 **Calculate at \$21.00 per hour then add \$1.00
 ***Calculate at \$24.00 per hour then add \$1.00
 ****Calculate at \$26.00 per hour then add \$1.00

4-NYDC(78)

Laborer - Building

10/01/2024

JOB DESCRIPTION Laborer - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour: 07/01/2024 01/01/2025
 Additional

Skilled Demolition Laborer: \$ 42.48* \$ 0.50***

General Demolition Laborer: 31.06**

*Before calculating overtime wages deduct \$3.00
 **Before calculating overtime wages deduct \$2.35

***To be allocated at a later date.

**General Demolition Laborer performs manual work and work incidental to demolition, such as loading and carting of debris from work site to an area where it can be loaded into trucks for removal. Also performs clean-up of the site when demolition is complete.

NOTE: Total Demolition Only: Demolition shall be the complete demolition (wrecking) or dismantling of entire buildings or structures. Also may include the removal of all or any portion of a roof in which structural change is to occur. Structural change is defined as the removal of structural slabs, steel members, concrete members and penetration through the structural slab.

SUPPLEMENTAL BENEFITS

Per hour:
 Journeyworker:

Skilled Demolition Laborer: \$ 28.92
 General Demolition Laborer: 21.98

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:
 (1) year terms at the following wage.

07/01/2024	1st	2nd	3rd	4th
	\$ 22.05*	\$ 23.80*	\$ 25.30*	\$ 27.80*

*Before calculating overtime wages deduct \$0.50

Supplemental Benefits per hour:

All Terms:
 07/01/2024 \$ 10.77

9-79/95

Laborer - Concrete & Asphalt Paving **10/01/2024**

JOB DESCRIPTION Laborer - Concrete & Asphalt Paving

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Group 1: Slurry Seal Coater, Maintenance Safety Surface, Small Power Tool Operator, Play Equipment Installer, Temporary Fence Installer & Repairs, Laborer.

Group 2: Production Paving Work: Shoveler, small equipment operator.

Per hour: 07/01/2024

Concrete Formsetter \$ 49.35 + \$ 8.00*
 Asphalt Screeperson/Micro Paver 49.95 + \$ 8.00*
 Asphalt Raker 49.35 + \$ 8.00*
 Group 1 45.48 + \$ 8.00*
 Group 2 45.48 + \$ 8.00*

* This portion is not subjected to overtime premiums.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker: \$ 45.55

Note: No payment of supplemental benefits is required on paid holidays, when employees do not work.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

Note: Saturday premium rate applies from 7:00 am on Saturday to 6:59 am Sunday

Note: Sunday premium rate applies from Sunday 7:00 am to Monday 6:59 am.

HOLIDAY

Paid: See (5, *11, 20) on HOLIDAY PAGE

HOLIDAY:

Overtime: See (21,22)** on HOLIDAY PAGE.

Note: See (5,20) Holiday pay -at the single time pay rate-shall be prorated based on 25% of a day's wages and benefits for each day worked during that calendar week.

**New Year's Day and Christmas Day: If an employee is performing work on these (2) days the employee will receive the single rate plus 25%.

* Columbus Day shall be an unpaid holiday. In the event work is performed on Columbus Day, wages shall be paid on a double time basis.

Note-When Independence day falls on Saturday, it will be observed on that Saturday, however, when it occurs on a Sunday, it will be observed on the Monday.

REGISTERED APPRENTICES

Wage per hour:

2000 hours term:

1st term	2nd term
1-1999	2000-4000
\$ 31.36 + \$ 8.00*	\$ 33.00 + \$ 8.00*

* This portion is not subjected to overtime premiums.

Supplemental Benefits per hour:

2000 hours term:

1st term	2nd term
1-1999	2000-4000
\$ 18.67	\$ 18.67

9-1010H/H

Laborer - Trac Drill

10/01/2024

JOB DESCRIPTION Laborer - Trac Drill

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Group 1: Chipper/Jackhammer, Powder Carrier, Hydraulic Chuck tender, Chuck Tender and Nipper, Magazine Keeper

Group 2: Hydraulic Trac Drill

Group 3: Air Trac, Wagon and Quarry bar

Group 4: Blaster

Per Hour: 07/01/2024

Group 1	\$ 45.00
Group 2	52.35
Group 3	51.52
Group 4	58.21

SUPPLEMENTAL BENEFITS

Per Hour:

All Classifications: 54.03

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

When an observed holiday falls on a Saturday, work done shall be paid at double time.

HOLIDAY

Paid: See (2, 20) on HOLIDAY PAGE
 Overtime: See (2, 5, 6, 11, 20) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:

1000 hour terms at the following hourly wage rate.

07/01/2024

1st	0 - 1000	\$ 22.50
2nd	1001-2000	27.00
3rd	2001-3000	33.75
4th	3001-4000	40.50

Supplemental Benefits per hour:

All Apprentices 54.03

9-731/29

Laborer - Tunnel

10/01/2024

JOB DESCRIPTION Laborer - Tunnel

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

GROUP 5: Blasters and Mucking Machine Operators

GROUP 6: Tunnel Workers*(including Miners, Drill Runners, Iron Men, Maintenance Men, Inside Muck Lock Tender, Pumpmen, Electricians, Cement Finishers, Rod Men, Caulkers, Carpenters, Hydraulic Men, Shield Drivers, Monorail Operators, Motor Men, Conveyor Men, Safety Miners, Powder Carriers, Pan Men, Riggers, Miner's Helpers, Chuck Tenders, Track Men, Nippers, Brake Men, Form Workers, Concrete Workers, Tunnel Laborers, Caulker's Helpers), Hose Men, Grout Men, Gravel Men, Derail Men and Cable Men.

GROUP 7: Top Nipper

GROUP 8,9: Outside Man Lock Tender, Outside Muck Lock Tender, Shaft Men, Gauge Tender and Signal Men.

GROUP 10: Powder Watchmen, Top Laborers and Changehouse Attendants.

WAGES: (per hour)

07/01/2024

Laborer (Compressed Air):

GROUP 5	\$ 80.82
GROUP 6	77.95
GROUP 7	76.65
GROUP 8,9	75.10
GROUP 10	66.18

Note: Employer shall pay \$10.00 per day for each one half (1/2) mile or fraction starting from a point 500 feet from the shaft.

SUPPLEMENTAL BENEFITS

SUPPLEMENTAL BENEFITS:

per hour:

GROUP 5	\$ 57.61
GROUP 6	55.81
GROUP 7	54.68
GROUP 8,9	53.84
GROUP 10	50.85

OVERTIME PAY

See (D, M, *R) on OVERTIME PAGE

NOTE: Time and one-half to be paid for all overtime repair-maintenance work on existing equipment and facilities.

* Straight time first 8 hours, double time after 8 hours.

HOLIDAY

Paid: See (5, 6, 9, 11, 12, 15, 16, 25) on HOLIDAY PAGE
 Overtime: See (5, 6, 9, 11, 12, 15, 16, 25) on HOLIDAY PAGE
 Good Friday may be exchanged for one of the holidays listed.

9-147Tnl/Comp Air

Mason

10/01/2024

JOB DESCRIPTION Mason

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour: 07/01/2024

Brick/Block Layer \$ 67.14

Base Wage for OT Calculation \$ 55.93

SUPPLEMENTAL BENEFITS

Per Hour:

Brick/Block Layer \$ 34.90

OVERTIME PAY

See (A, E, E2, Q) on OVERTIME PAGE
 Note: OT Calculated on Base Wage plus \$ 11.21/hr.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

(800 hour) Terms at the following Percentage of Journey workers "Base Wage" plus \$ 5.94/hr.:

1st	2nd	3rd	4th	5th
50%	60%	70%	80%	90%

Supplemental Benefits per hour:

All Apprentices \$ 24.70

4-1Brk

Mason - Building

10/01/2024

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Building 07/01/2024 01/01/2025
 Wages per hour: Additional

Mosaic & Terrazzo Mechanic \$ 60.98 \$ 1.06*
 Mosaic & Terrazzo Finisher 58.96

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour:

Mosaic & Terrazzo Mechanic \$ 31.36*
 + \$9.78

Mosaic & Terrazzo Finisher \$ 31.36*
 + \$9.77

*This portion of benefits subject to same premium rate as shown for overtime wages.

OVERTIME PAY

See (A, E, Q) on OVERTIME PAGE

07/01/2024- Deduct \$7.00 from hourly wages before calculating overtime.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

Easter Sunday is an observed holiday. Holidays falling on a Saturday will be observed on that Saturday. Holidays falling on a Sunday will be celebrated on the Monday.

REGISTERED APPRENTICES

Wages Per hour:

	1st 0- 1500	2nd 1501- 3000	3rd 3001- 3750	4th 3751- 4500	5th 4501- 5250	6th 5251- 6000
07/01/2024	\$ 25.19	\$ 32.39	\$ 38.18	\$ 40.78	\$ 49.00	\$ 55.75

Supplemental Benefits per hour:

07/01/2024	\$7.12* + 3.43	\$9.16* + 4.40	\$17.22* + 5.87	\$23.86* + 6.84	\$24.86* + 7.83	\$27.36* + 8.80
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*This portion of benefits subject to same premium rate as shown for overtime wages.

9-7/3

Mason - Building

10/01/2024

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:	07/01/2024	12/02/2024 Additional
Tile Setters	\$ 64.40	\$ 0.72*

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per Hour:	\$ 28.51* + 8.52
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*This portion of benefits subject to same premium rate as shown for overtime wages.

OVERTIME PAY

See (B, *E, Q, V) on OVERTIME PAGE

Work beyond 10 hours on Saturday shall be paid at double the hourly wage rate.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:

750 hour terms at the following wage rate:

	1st 1- 750	2nd 751- 1500	3rd 1501- 2250	4th 2251- 3000	5th 3001- 3750	6th 3751- 4500	7th 4501- 5250	8th 5251- 6000	9th 6001- 6750	10th 6501- 7000
07/01/2024	\$22.19	\$27.21	\$34.45	\$39.46	\$43.07	\$46.58	\$50.23	\$55.24	\$57.71	\$62.00

Supplemental Benefits per hour:

	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
07/01/2024	\$12.55* + \$.76	\$12.55* + \$.81	\$15.36* + \$.91	\$15.36* + \$.96	\$16.36* + \$1.43	\$17.86* + \$1.48	\$18.86* + \$1.91	\$18.86* + \$1.97	\$18.86* + \$4.57	\$24.11* + \$5.18

*This portion of benefits subject to same premium rate as shown for overtime wages.

9-7/52

Mason - Building **10/01/2024**

JOB DESCRIPTION Mason - Building **DISTRICT 9**

ENTIRE COUNTIES
 Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES
 Per hour: 07/01/2024 01/06/2025
Additional

Building-Marble Restoration:
 Marble, Stone & \$ 47.72 \$ 0.57*
 Terrazzo Polisher

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS
 Per Hour:
 Journeyworker:

Building-Marble Restoration:
 Marble, Stone &
 Polisher \$ 31.50

OVERTIME PAY
 See (B, *E, Q, V) on OVERTIME PAGE
 * On Saturdays, 8th hour and successive hours paid at double hourly rate.

HOLIDAY
 Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
 WAGES per hour:

900 hour term at the following wage:

1st 1- 900	2nd 901- 1800	3rd 1801- 2700	4th 2701
\$ 33.40	\$ 38.18	\$ 42.94	\$ 47.72

Supplemental Benefits Per Hour: 29.06	29.87	30.69	31.50
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9-7/24-MP

Mason - Building **10/01/2024**

JOB DESCRIPTION Mason - Building **DISTRICT 9**

ENTIRE COUNTIES
 Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

WAGES
 Per Hour: 07/01/2024 01/06/2025
Additional
 Marble Cutters & Setters \$ 63.92 \$ 0.75*

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS
 Per Hour:

Journeyworker \$ 40.05

OVERTIME PAY

See (B, E, Q, V) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage Per Hour:

07/01/2024

750 hour terms at the following wage

1st	2nd	3rd	4th	5th	6th	7th	8th
0-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6750	6751-7500	7500+
\$ 27.01	\$ 40.52	\$ 43.88	\$ 47.26	\$ 50.64	\$ 54.32	\$ 60.71	\$ 63.92

Supplemental Benefits per hour:

07/01/2024

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 26.42	\$ 29.76	\$ 30.61	\$ 31.44	\$ 32.28	\$ 37.55	\$ 39.23	\$ 40.05

9-7/4

Mason - Building

10/01/2024

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:	07/01/2024	12/02/2024
Tile Finisher	\$ 49.46	Additional \$ 0.59*

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per Hour:
\$ 25.36* + \$8.33

* This portion of benefits is subject to same premium rate as shown for overtime wages.

OVERTIME PAY

See (A, *E, Q) on OVERTIME PAGE
 Double time rate after 10 hours on Saturdays

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

9-7/88-tf

Mason - Building

10/01/2024

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour:	07/01/2024	01/06/2025
Marble, Stone, Maintenance Finishers:	\$ 27.72	Additional \$ 0.41*

Note 1: An additional \$2.00 per hour for time spent grinding floor using "60 grit" and below.

Note 2: Flaming equipment operator shall be paid an additional \$25.00 per day.

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per Hour:

Marble, Stone
 Maintenance Finishers: \$ 15.74

OVERTIME PAY

See (B, *E, Q, V) on OVERTIME PAGE

*Double hourly rate after 8 hours on Saturday

HOLIDAY

Paid: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE

1st term apprentice gets paid for all observed holidays.

REGISTERED APPRENTICES

WAGES per hour:

07/01/2024

0-750	\$ 22.32
751-1500	23.04
1501-2250	23.75
2251-3000	24.48
3001-3750	25.56
3751-4500	27.00
4501+	27.72

Supplemental Benefits:

Per hour:

0-750	12.69
751-1500	13.10
1501-2250	13.51
2251-3000	13.91
3001-3750	14.52
3751-4500	15.33
4501+	15.74

9-7/24M-MF

Mason - Building / Heavy&Highway

10/01/2024

JOB DESCRIPTION Mason - Building / Heavy&Highway

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour: 07/01/2024 01/06/2025
 Additional

Marble-Finisher \$ 49.99 \$ 0.53*

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Journeyworker:

Per hour

Marble- Finisher \$ 37.39

OVERTIME PAY

See (B, E, Q, V) on OVERTIME PAGE

Work beyond 8 hours on a Saturday shall be paid at double the rate.

HOLIDAY

Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

When an observed holiday falls on a Sunday, it will be observed the next day.

9-7/20-MF

Mason - Building / Heavy&Highway

10/01/2024

JOB DESCRIPTION Mason - Building / Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour: 07/01/2024

Cement Mason \$ 57.72

SUPPLEMENTAL BENEFITS

Per Hour:

Cement Mason \$ 34.66

1.5 X overtime rate \$ 62.95

2 X overtime rate \$ 69.32

OVERTIME PAY

See (B1, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 13, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year terms at the following wage:

1st Term \$ 23.39

2nd Term \$ 28.29

3rd Term \$ 33.69

Supplement Benefits per hour paid:

	ST	1.5X OT	2X OT
1st Term	\$ 14.86	\$ 22.30	\$ 29.72
2nd Term	\$ 15.16	\$ 22.75	\$ 30.32
3rd Term	\$ 15.27	\$ 22.91	\$ 30.54

4-780

Mason - Building / Heavy&Highway

10/01/2024

JOB DESCRIPTION Mason - Building / Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

NOTE: Shall include but not limited to Precast concrete slabs (London Walks) Marble and Granite pavers 2'x 2' or larger.

Per Hour:

07/01/2024

05/01/2025

Additional

\$ 3.42/Hr+

Stone Setter \$ 69.91

Base Rate 53.84*

Stone Tender \$51.82

Base Rate 44.54*

(+)To be allocated at a later date for all classes.

SUPPLEMENTAL BENEFITS

Per Hour:

Stone Setter \$ 42.52

Stone Tender 23.15

OVERTIME PAY

See (*C, **E, Q) on OVERTIME PAGE

* Base Rates are used to Calculate Overtime Premiums then adding in: \$15.81/Hr. for Stone Setter or \$7.28/Hr. for Stone Tender.

** On weekdays the eighth (8th) and ninth (9th) hours are time and one-half all work thereafter is paid at double the hourly rate.

*** The first nine (9) hours on Saturday is paid at time and one-half all work thereafter is paid at double the hourly rate.

HOLIDAY

Paid: See (*18) on HOLIDAY PAGE

Overtime: See (5, 6, 10) on HOLIDAY PAGE

Paid: * Must work first 1/2 of day.

REGISTERED APPRENTICES

Per Hour:

Stone Setter(800 hour) terms at the following Percentage of Stone Setters Base wage rate per hour plus \$7.32:

1st	2nd	3rd	4th	5th	6th
50%	60%	70%	80%	90%	100%

Supplemental Benefits:

All Apprentices \$ 25.85

4-1Stn

Mason - Heavy&Highway

10/01/2024

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour: 07/01/2024

Pointer, Caulkers & Cleaners \$ 63.69

SUPPLEMENTAL BENEFITS

Per Hour:

Pointer, Cleaners & Caulkers \$ 31.90

OVERTIME PAY

See (B, E2, H) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms at the following wage rates.

1st	2nd	3rd	4th
\$ 32.76	\$ 37.09	\$ 42.97	\$ 51.60

Apprentices Supplemental Benefits:

(per hour paid)

\$ 15.40	\$ 21.70	\$ 24.45	\$ 25.45
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4-1PCC

Operating Engineer - Building

10/01/2024

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Putnam, Queens, Richmond, Westchester

PARTIAL COUNTIES

Dutchess: that part of Dutchess County lying south of the North City Line of the City of Poughkeepsie.

WAGES

NOTE: Construction surveying

Party Chief--One who directs a survey party

Instrument Man--One who runs the instrument and assists Party Chief.

Rodman--One who holds the rod and assists the Survey Crew

Wages:(Per Hour) 07/01/2024

Building Construction:

Party Chief \$ 79.99

Instrument Man 60.36
 Rodman 40.45

Steel Erection:

Party Chief 83.13
 Instrument Man 64.21
 Rodman 44.33

Heavy Construction-NYC counties only:
 (Foundation, Excavation.)

Party Chief 88.06
 Instrument man 65.66
 Rodman 55.70

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2024
 Building Construction \$ 28.63* +\$ 7.65
 Steel Erection 29.23* + 7.65
 Heavy Construction 30.04* + 7.64

* This portion subject to SAME premium as wages

Non-Worked Holiday Supplemental Benefit:
 21.83

OVERTIME PAY

See (A, B, E, Q) on OVERTIME PAGE
 Code "A" applies to Building Construction and has double the rate after 7 hours on Saturdays.
 Code "B" applies to Heavy Construction and Steel Erection and had double the rate after 8 hours on Saturdays.

HOLIDAY

Paid: See (5, 6, 9, 11, 15, 16, 25) on HOLIDAY PAGE
 Overtime: See (5, 6, 9, 11, 15, 16, 25) on HOLIDAY PAGE

9-15Db

Operating Engineer - Building, Maintenance, Steel Erection & Heavy Construction **10/01/2024**

JOB DESCRIPTION Operating Engineer - Building, Maintenance, Steel Erection & Heavy Construction **DISTRICT 9**

ENTIRE COUNTIES
 Bronx, Kings, New York, Queens, Richmond

WAGES

STEEL ERECTION:

- Group 1: Derrick, travelers, tower, crawler tower & climbing cranes
- Group 2: Oiler (Truck Crane)
- Group 3: Oiler (Crawler Crane)

BUILDING CONSTRUCTION:

Group 1: Installing, repairing, maintaining, dismantling of all equipment including Steel cutting & bending machines, mechanical heaters, mine hoists, climbing cranes, tower cranes, Linden Peine, Lorain, Liebherr, Mannes and machines of a similar nature; Well Point system, Deep Well pumps, Concrete mixers with loading devices, Concrete plants, motor generators (When used for temporary power and lights)(Driving maintenance trucks and mounted-welded machines)-All Pumps(excluding River Cofferdam Pumps and Well Point Pumps), Motorized Concrete Buggies(When three or more are on job site), Skid-Steer and similar machines

Group 2: Maintenance of: Pumps, Generators, Mixers, Heaters

Group 3: Oilers of all gasoline, electric, diesel or air operated Gradalls; Concrete Pumps, Overhead Cranes in Power Houses, Assist in oiling, greasing and repairing of all machines, including: Driving Truck Cranes, Driving and operating Fuel and Grease Trucks, Cherry Pickers(Hydraulic Cranes) over 70,000 GVW and machines of a similar nature

Group 4: Oiler on Crawler Cranes, Backhoes, Trenching Machines, Gunite Machines, Compressors(3 or more in battery)

Group 5: Maintenance on Radiant Mechanical Heaters

HEAVY CONSTRUCTION (Excavation, Foundations, etc)

Group 1: Maintenance of: Generators, Light Towers

Group 2: Maintenance of: Pumps, Mixers including mudsucking

Group 3: Base Mounted Tower Cranes

Group 4: Installing, repairing, maintaining, dismantling(of all equipment including Steel cutting & Bending machines, Fusion Coupling Machines, Vermeer Trenching machines, on-site crushing plant, mechanical heaters(1 through 7), Mine hoists, Tower Cranes, Linden Peine, Lorrain, Lebherr, Mannes or machines of a similar nature, Wellpoints)-Driving maintenance trucks and truck mounted welding machines, burning, welding-operating of accumulator for shield-driven tunnels, in addition to the performance of other duties: Handling, installation, jointing, coupling of all permanent steel and plastic pipe. RIDE UPON MOLES-tunnel boring machines-MICRO TUNNELING SYSTEMS, All temporary pipefitting;When three or more motorized concrete buggies(Ride type)are utilized on the jobsite they shall be serviced, maintained and repaired by the maintenance engineer. The Operating Engineer on autogrades(C.M.I.)is to be assisted by the maintenance engineer who shall in addition perform other duties.

WAGES:

Per hour: 07/01/2024

Steel Erection:

Group 1	\$ 81.43
Group 2	76.58
Group 3	58.22

Building Construction:

Group 1	\$ 72.41
Group 2	57.36
Group 3	69.09
Group 4	52.62
Group 5	46.07

Heavy Construction:

Group 1	\$ 57.43
Group 2	58.68
Group 3	108.95
Group 4	84.24

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2024

Building Construction \$ 30.52* + \$7.40

Steel Erection & Heavy 31.02* + \$7.40

* This portion of benefits is subject to same OT premium as wages.

Non-Worked Holiday Supplemental Benefits:

21.87

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 9, 11, 15, 16, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 9, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages Per Hour:

(1) year terms at the following wage rates:

1st	2nd	3rd	4th.
\$ 38.52	\$ 45.23	\$ 48.70	\$ 52.17

Supplemental Benefits:

Per Hour:
 All Terms \$ 16.52* + 7.40

* This portion of benefits is subject to same OT premium as wages.

9-15Ab

Operating Engineer - Building / Heavy&Highway

10/01/2024

JOB DESCRIPTION Operating Engineer - Building / Heavy&Highway

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

EQUIPMENT COVERED: Jet-Rodder/Vacuum Truck, Flusher, Sewer Rodder, Stetco Hoist and similar, Sewer Winch/Tugger Hoist and similar, Vacall/Vactor, Closed Circuit Television Inspection Equipment, Chemical Grouting Equipment and similar, John Beame, Meyers and similar.

Per Hour: 07/01/2024

Maintenance Engineer \$ 84.24
 (Sewer Systems)

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyman \$ 31.02*
 + \$ 7.40

*This portion of benefits subject to SAME premium as OT wages.

Non-Worked Holiday Supplemental Benefits:
 \$ 21.87

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 7, 11, 16) on HOLIDAY PAGE
 Overtime: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

REGISTERED APPRENTICES

Per Hour:

(1) year terms at the following wage rates.

1st	2nd	3rd	4th
\$38.52	\$45.23	\$48.70	\$52.17

Supplemental Benefits:
 Per Hour:

All Apprentices: \$ 16.52* + \$ 7.40

* This portion of benefits subject to the SAME premium as OT wages

9-15Sewer

Operating Engineer - Building / Heavy&Highway

10/01/2024

JOB DESCRIPTION Operating Engineer - Building / Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour: 07/01/2024 08/01/2024

Well Driller \$ 41.85 \$ 43.11

Well Driller Helper \$ 36.26 \$ 37.35

Hazardous Waste Differential
 Added to Hourly Wage:
 Level A \$ 3.00

Level B	\$ 2.00
Level C	\$ 1.00

Monitoring Well Work
 Add to Hourly Wage:

Level A	\$ 3.00
Level B	\$ 2.00

SUPPLEMENTAL BENEFITS

Per Hour:

Well Driller & Helper	10% of straight time rate plus \$ 13.50
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Additional \$ 4.25/Hr. for Premium Time Hours Worked

OVERTIME PAY

See (B2, P, S) on OVERTIME PAGE

HOLIDAY

Paid:	See (5, 6, 16, 23) on HOLIDAY PAGE
Overtime:	See (5, 6, 16, 23) on HOLIDAY PAGE

REGISTERED APPRENTICES

Apprentices at 12 Month Terms

Wages Per Hour:

1st Term	\$ 28.00
2nd Term	\$ 29.00
3rd Term	\$ 30.00

SUPPLEMENTAL BENEFITS

Per Hour:

All Terms	10% of Wage + \$ 13.50
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Additional \$4.25/Hr. for premium time hours worked.

4-138well

Operating Engineer - Building & Steel Erection

10/01/2024

JOB DESCRIPTION Operating Engineer - Building & Steel Erection

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per Hour: 07/01/2024

STEEL ERECTION:

Three Drum Derricks	\$ 107.16
Cranes, Two Drum Derricks, Hydraulic Cranes & Fork Lifts, Boom Trucks	103.28
Compressors, Welding Machines	63.36
Compressors (not combined with welding machines)	60.71

BUILDING CONSTRUCTION:

Cranes, Stone Derrick, Boom Trucks, Hydraulic Cranes,	103.62
Double Drum	98.28
4 Pole Hoists and Single Drum Hoists	87.78
Fork Lifts, Plaster(Platform Machine)Plaster Bucket, Concrete Pumps and all other equipment used for hoisting	80.54
*House Cars and Rack & Pinion	71.35
*House Cars (New Projects)	58.47
Erecting and dismantling Cranes	88.64

Compressors, Welding Machines(Cutting Concrete-Tank Work),
 Paint Spraying, Sand Blasting, Pumps(With the exclusion of
 concrete pumps), House Car (Settlement basis only), All
 Engines irrespective of power(Power-Vac)used to drive
 auxiliary equipment Air, Hydraulic, etc., Boilers, Jacking System
 62.20

APPLICABLE TO BUILDING CATEGORY:

CRANES: Crawler Or Truck

	In Addition To Above Crane Rates
100' to 149' Boom	\$ 1.75/hr
150' to 249' "	\$ 2.00/hr
250' to 349' "	\$ 2.25/hr
350' to 450' "	\$ 2.75/hr
Tower Crane	\$ 2.00/hr

APPLICABLE TO STEEL CATEGORY:

CRANES: Crawler Or Truck

	In Addition To Above Crane Rates
100' to 149' Boom	\$ 2.25/hr
150' to 249' "	\$ 2.50/hr
250' to 349' "	\$ 2.75/hr
350' to 450' "	\$ 3.25/hr
Tower Crane	\$ 2.50/hr

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2024

All Operator Classes \$ 26.15*
 plus \$ 6.30

* This portion of the benefits is subject to the same premium as shown for overtime wages.

OVERTIME PAY

See (*B, **C, ***D, O) on OVERTIME PAGE

*Applies to House Cars and Rack & Pinion after 8 hours worked in a day, Saturday, Sunday and Holidays

**Applies to Building Construction category

***Applies to Steel Erection

HOLIDAY

Paid: See (5, 6, 8, 11, 12, 15, 16, 25, 26) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 12, 15, 16, 25, 26) on HOLIDAY PAGE

Codes 8 and 12 apply ONLY to Steel Erection

Code 16 applies ONLY to Building Construction

REGISTERED APPRENTICES

Wage Per Hour:

Apprentices (1) year terms at the following rates:

	1st	2nd	3rd
07/01/2024	\$ 44.92	\$ 54.40	\$ 63.88

Supplemental Benefits Per Hour:

07/01/2024

Straight Time \$ 15.65*
 plus \$ 6.30

* This portion of benefits subject to the same premium as shown for overtime wages.

9-14 B&S

Operating Engineer - Heavy Construction 1

10/01/2024

JOB DESCRIPTION Operating Engineer - Heavy Construction 1

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

(For Groups 23 - 28, see Operating Engineer - Heavy Construction 2)

Group 1: Tower Crane/Climbing Crane

- Group 2: Backhoes (Including all track and rubber tire backhoes over 37,000 lbs), Power Shovels, Steel Erection: Hydraulic Clam Shells, Moles and machines of a similar nature
- Group 3: Mine Hoists, Cranes, etc, used as Mine Hoists
- Group 4: Gradalls, Keystones, Cranes (With digging buckets), Bridge Cranes, Trenching Machines, Vermeer Cutter and machines of a similar nature
- Group 5: Pile Drivers and Rigs (Employing Dock-Builders Foreman), Derrick Boats, Tunnel Shovels,
- Group 6: All Drills and machines of a similar nature
- Group 7: Back-Filling Machines and Cranes, Mucking Machines, Dual Drum Pavers
- Group 8: Mixers (Concrete with loading attachment), Concrete Pavers, Cableways, Land Derricks, Power House (Low pressure units)
- Group 9: Concrete Pumps, Concrete Plant, Stone Crushers, Double Drum Hoists, Power Houses (Other than above)
- Group 10: Concrete Mixer
- Group 11: Elevators
- Group 12: Concrete Breaking Machines, Single Drum Hoists, Load Masters, Locomotives and Dinkies (Over 10 tons), Hydraulic Crane-Second Engineer
- Group 13: On-Site Concrete Plant Engineers, On-Site Asphalt Plant Engineer and Vibratory Console
- Group 14: Barrier Mover, Barrier Transport and machines of a similar nature
- Group 15: Compressors (Portable, 3 or more), Truck Compressor (Engineer Driver), Tugger Machines, Well Point Pumps, Chum Drill
- Group 16: Boilers(High pressure),Compressors, Pumps(River Cofferdam) and Welding Machines(except where arc is operated by another Operating Engineer) Push Button Machines, All Engines, irrespective of power(Power Pac) used to drive auxiliary equipment, Air, Hydraulic, etc.
- Group 17: Utility-Horizontal Boring Rig
- Group 18: Utility Compressors
- Group 19: Paving-Asphalt Spreader, Autogrades (C.M.I.), Roto-Mill
- Group 20: Paving-Asphalt Roller
- Group 21 Paving-Asphalt Plant
- Group 22: Roller (non paving, all sizes)

WAGES:(per hour) 07/01/2024

Group 1	\$ 123.06
Group 2	102.98
Group 3	106.03
Group 4	103.66
Group 5	101.78
Group 6	98.05
Group 7	99.74
Group 8	97.10
Group 9	95.24
Group 10	91.40
Group 11	85.94
Group 12	87.66
Group 13	88.24
Group 14	80.02
Group 15	68.59
Group 16	64.34
Group 17	92.77
Group 18	63.97
Group 19	97.10
Group 20	94.83
Group 21	81.44
Group 22	94.83

Cranes: Crawler or Truck

100' to 149'	\$0.50 per hour additional to above Crane Rates
150' to 249'	\$0.75 per hour additional to above Crane Rates
250' to 349'	\$1.00 per hour additional to above crane Rates
350' to 450'	\$1.50 per hour additional to above crane Rates

SUPPLEMENTAL BENEFITS

Per Hour:

Groups 1-22	
Regular Time	\$ 26.15* plus \$ 6.30

* This portion of benefits subject to the same premium as shown for wages.

Non-Worked Holiday Supplemental Benefits:

	\$ 20.80
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OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE
 Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Per Hour:

(1) year terms at the following wage rates:

Groups 1-22	1st	2nd	3rd
	\$ 44.92	\$ 54.40	\$ 63.88

Supplemental Benefits:

Groups 1-22	
Regular Time	\$ 15.65* plus \$ 6.30

* This portion of benefits is subject to the SAME PREMIUM as shown for overtime wages

9-14 HC

Operating Engineer - Heavy Construction 2

10/01/2024

JOB DESCRIPTION Operating Engineer - Heavy Construction 2

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

(For Groups 1 - 22, see Operating Engineer - Heavy Construction 1)

Group 23: Cherry Picker (Over 20 tons), Loader (Over 6 yards)

Group 24: Backhoes and Loaders (Up to 37,000lbs), Bulldozers, Scrapers, Turn-A-Pulls, Tugger Hoists, Tractors, Hysters, Roustabout Cranes, Conveyors, Ballast Regulators (Ride On), Track Removal Machine or similar, Motor Graders, Locomotives (10 tons and under),Curb & Gutter Pavers and machines of a similar nature

Group 25: Post Hole Digger, Ditch Winch, Road Finishing Machines, Rollers (5 tons and under, Dual Purpose Trucks, Forklifts, Dempsey Dumpsters, Fireman

Group 26: Service Engineer (Gradalls, Concrete Pumps, Cold Planers Grader)

Group 27: Service Mechanic (Shovels, Draglines, Crawler Cranes, Backhoes, Trenching Machines, Compressors (3 or more in battery)

Group 28: Steam Equipment Operator (Water rigs, steam shovels, power boilers, derrick boats)

WAGES:(per hour) 07/01/2024

Group 23	\$ 87.05
Group 24	84.62
Group 25	80.57
Group 26	76.47
Group 27	54.57
Group 28	80.57

Cranes: Crawler or Truck

100' to 149'	\$0.50 per hour additional to above Crane Rates
150' to 249'	\$0.75 per hour additional to above Crane Rates
250' to 349'	\$1.00 per hour additional to above crane Rates
350' to 450'	\$1.50 per hour additional to above crane Rates

SUPPLEMENTAL BENEFITS

Per Hour:

Groups 23-28	
Regular Time	31.02* + \$7.40

* This portion of benefits subject to the same OT premium as wages.

Non-Worked Holiday Supplemental Benefits:

21.87

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 7, 11, 16) on HOLIDAY PAGE
 Overtime: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

REGISTERED APPRENTICES

Per Hour:

(1) year terms at the following wage rates:

	1st	2nd	3rd	4th
Groups 23-28	\$38.52	\$45.23	\$48.70	\$52.17

Supplemental Benefits:

Regular Time \$ 16.52* + \$ 7.40

* This portion of benefits subject to same OT premium as wages.

9-15 HC

Operating Engineer - Marine Dredging

10/01/2024

JOB DESCRIPTION Operating Engineer - Marine Dredging

DISTRICT 4

ENTIRE COUNTIES

Albany, Bronx, Cayuga, Clinton, Columbia, Dutchess, Essex, Franklin, Greene, Jefferson, Kings, Monroe, Nassau, New York, Orange, Oswego, Putnam, Queens, Rensselaer, Richmond, Rockland, St. Lawrence, Suffolk, Ulster, Washington, Wayne, Westchester

WAGES

These wages do not apply to Operating Engineers on land based construction projects. For those projects, please see the Operating Engineer Heavy/Highway Rates. The wage rates below for all equipment and operators are only for marine dredging work in navigable waters found in the counties listed above.

Per Hour: 07/01/2024

CLASS A1 \$ 45.26
 Deck Captain, Leverman,
 Mechanical Dredge Operator,
 Licensed Tug Operator 1000HP or more.

CLASS A2 40.33
 Crane Operator (360 swing)

CLASS B To conform to Operating Engineer
 Dozer, Front Loader Prevailing Wage in locality where work
 Operator on Land is being performed including benefits.

CLASS B1 39.14
 Derrick Operator (180 swing)
 Spider/Spill Barge Operator
 Operator II, Fill Placer, Engineer
 Chief Mate, Electrician, Chief Welder,
 Maintenance Engineer, Licensed Boat, Crew Boat Operator

CLASS B2 36.84
 Certified Welder

CLASS C1 35.83
 Drag Barge Operator,
 Steward, Mate,
 Assistant Fill Placer

CLASS C2 34.68
 Boat Operator

CLASS D 28.81
 Shoreman, Deckhand, Oiler,
 Rodman, Scowman, Cook,
 Messman, Porter/Janitor

SUPPLEMENTAL BENEFITS

Decorator	55.86*
Paperhanger/Wall Coverer	55.09*

*Subtract \$ 0.10 to calculate premium rate.

** To be allocated at a later date.

SHIFT WORK

Counties of Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Suffolk, and Westchester; Agency/Government mandated off-shift work to be paid at time and one-half the hourly wage.

SUPPLEMENTAL BENEFITS

Per hour:

Paperhanger	\$ 36.73
All others	34.31
Premium	38.28**

**Applies only to "All others" category, not paperhanger journeyworker.

OVERTIME PAY

See (A, E, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

One (1) year terms at the following wage rate.

Per hour:	07/01/2024
Appr 1st term...	\$ 20.22*
Appr 2nd term...	25.93*
Appr 3rd term...	31.61*
Appr 4th term...	42.40*

*Subtract \$ 0.10 to calculate premium rate.

Supplemental benefits:

Per Hour:	
Appr 1st term...	\$ 16.89
Appr 2nd term...	20.95
Appr 3rd term...	24.10
Appr 4th term...	30.57

8-NYDC9-B/S

Painter **10/01/2024**

JOB DESCRIPTION Painter

DISTRICT 8

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

PARTIAL COUNTIES

Nassau: Atlantic Beach, Ceaderhurst, East Rockaway, Hewlett, Hewlett Bay, Hewlett Neck, Hewlett Park, Inwood, Lawrence, Lido Beach, Long Beach, parts of Lynbrook, parts of Oceanside, parts of Valley Stream, and Woodmere. Starting on South side of Sunrise Hwy in Valley Stream running east to Windsor and Rockaway Ave, Rockville is the boundary line up to Lawson Blvd, turning right going west all the above territory. Starting at Union Turnpike & Lakeville Rd going north to northern Blvd. the west side of Lakeville Rd to Northern Blvd. At Northern Blvd doing east the district north of Northern blvd to Port Washington blvd. West of Port Washington blvd to St. Francis Hospital then north of first traffic light to Port Washington & Sands Point, Manor Haven, & Harbour Acres.

WAGES

Per hour:	07/01/2024
Drywall Taper	\$ 57.44

SUPPLEMENTAL BENEFITS

Per Hour:	
Journeyworker:	\$ 25.29

OVERTIME PAY

See (A, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (4, 6, 8, 11, 18, 19, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:

1st term	\$ 22.30
2nd term	28.99
3rd term	34.67
4th term	46.05

Supplemental Benefits per hour:

1st term	\$ 14.35
2nd term	19.83
3rd term	20.93
4th term	23.12

8-NYC9-1974-DWT

Painter - Bridge & Structural Steel

10/01/2024

JOB DESCRIPTION Painter - Bridge & Structural Steel

DISTRICT 8

ENTIRE COUNTIES

Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES

Per Hour:

STEEL:

Bridge Painting: 07/01/2024
\$ 56.00
+ 10.35*

ADDITIONAL \$7.00 per hour for POWER TOOL/SPRAY, whether straight time or overtime.

NOTE: All premium wages are to be calculated on base rate per hour only.

* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (50 hour cap).

NOTE: Generally, for Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

SHIFT WORK

When directly specified in public agency or authority contract documents for an employer to work a second shift and works the second shift with employees other than from the first shift, all employees who work the second shift will be paid 10% of the base wage shift differential in lieu of overtime for the first eight (8) hours worked after which the employees shall be paid at time and one half of the regular wage rate. When a single irregular work shift is mandated in the job specifications or by the contracting agency, wages shall be paid at time and one half for single shifts between the hours of 3pm-11pm or 11pm-7am.

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker:

\$ 12.43
+ 31.55*

* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (50 hour cap).

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (4, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage - Per hour:

Apprentices: (1) year terms.

1st year \$ 22.40
+ 4.14

2nd year	\$ 33.60 + 6.21
3rd year	\$ 44.80 + 8.28
Supplemental Benefits - Per hour:	
1st year	\$ 1.16 + 12.62
2nd year	\$ 7.46 + 18.93
3rd year	\$ 9.94 + 25.24

NOTE: All premium wages are to be calculated on base rate per hour only.

8-DC-9/806/155-BrSS

Painter - Metal Polisher **10/01/2024**

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, Schuylar, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

	07/01/2024
Metal Polisher	\$ 39.33
Metal Polisher*	40.43
Metal Polisher**	43.33

*Note: Applies on New Construction & complete renovation

** Note: Applies when working on scaffolds over 34 feet.

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2024

Journeyworker:
 All classification \$ 12.79

OVERTIME PAY

See (B, E, P, T) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One (1) year term at the following wage rates:

	07/01/2024
1st year	\$ 19.67
2nd year	21.63
3rd year	23.60
1st year*	\$ 22.06
2nd year*	22.07
3rd year*	24.14
1st year**	\$ 22.17
2nd year**	24.13
3rd year**	26.10

*Note: Applies on New Construction & complete renovation

** Note: Applies when working on scaffolds over 34 feet.

Supplemental benefits:
 Per hour:

1st year	\$ 8.69
2nd year	8.69
3rd year	8.69

8-8A/28A-MP

Plasterer **10/01/2024**

JOB DESCRIPTION Plasterer **DISTRICT 9**

ENTIRE COUNTIES
 Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per hour:	07/01/2024	08/01/2024
Building:		
Plasterer/Traditional & Spraying Fireproofing	\$ 47.72 + \$5.00*	\$ 47.99 + \$5.62*

SUPPLEMENTAL BENEFITS

Per hour:		
Journeyworker	\$ 25.35	\$ 26.10

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE
 *This portion is not subjected to OT premiums.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages:	07/01/2024	08/01/2024
(Per hour)		
800 hours term:		
1st term	\$ 19.30 + 0.68*	\$ 19.44+ 0.68*
2nd term	22.53 + 0.81*	22.69+ 0.81*
3rd term	25.79 + 0.95*	25.98+ 0.95*

*This portion is not subjected to OT premiums.

Supplemental Benefits:
 (Per hour):
 (800) hours term:

1st term	\$ 11.59	\$ 11.95
2nd term	12.02	12.44
3rd term	12.52	13.08

9-262

Plumber **10/01/2024**

JOB DESCRIPTION Plumber **DISTRICT 9**

ENTIRE COUNTIES
 Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:	07/01/2024
Plumber	\$ 74.95
Temporary Service**	\$ 60.04

** Temporary Service- Includes Maintenance of cooling & heating apparatus, maintenance work on pneumatic systems during the construction period, and work on temporary heat. All hours paid at straight time, including holidays.

**THERE ARE NO HELPERS UNDER THIS CLASSIFICATION.

On tower work, bridges, elevated highway, or buildings, where pipe is being installed, fifty (50) or more feet vertically in a free drop from its base, an additional \$1.00 per hour.

SHIFT WORK

Shift work, when directly specified in public agency or authority contract documents, and continues for a period of not less than ten (10) consecutive work days. A shift shall consist of seven(7) hours with one-half (1/2) hour for lunch after the first four (4) hours of each shift. A premium of thirty percent (30%) for wages and supplemental benefits on shift work performed Monday through Friday on the 4 P.M. and midnight shifts.

For shift work performed on weekends the shift premium shall be fifty percent (50%) of wages and supplemental benefits.

For shift work performed on holidays designated below, double time wages and supplemental benefits shall be paid. Also noted that the normal workday Monday through Friday 8:00 A.M. to 3:00 P.M. is not considered shift work, and therefore not subject to shift premium.

SUPPLEMENTAL BENEFITS

Per hour:

Plumber \$ 43.00

Temporary Service \$ 34.32

OVERTIME PAY

See (C, *D, O, V) on OVERTIME PAGE

*Where the plumbing contract price is one and one half million dollars (\$1,500,000.00) or less, code D applies.

HOLIDAY

Plumber

Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE.

Repairs & Maintenance

Paid: See (1) on HOLIDAY PAGE.

Overtime: See (5, 6, 25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages per hour:

(1/2) year terms at the following wage:

1st	2nd	3rd&4th	5th&6th	7th&8th	9th	10th
\$ 19.00	\$ 21.00	\$ 30.22	\$ 32.32	\$ 35.17	\$ 36.57	\$ 48.64

Supplemental Benefits:

(1/2) year term at the following dollar amount:

1st	2nd	3rd-10th
\$ 5.43	\$ 6.43	\$ 22.73

9-1 Const

Plumber - Pump & Tank: Oil Trades Installation & Maintenance

10/01/2024

JOB DESCRIPTION Plumber - Pump & Tank: Oil Trades Installation & Maintenance

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:

07/01/2024

Pump & Tank \$ 73.00

SUPPLEMENTAL BENEFITS

Per hour:

Plumber \$ 32.81

OVERTIME PAY

Pump & Tank See (B, F, H) on OVERTIME PAGE.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE.

Overtime: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE.

9-1-P&T

	1st	2nd	3rd	4th	5th
	\$ 18.43	\$ 21.82	\$ 24.25	\$ 29.10	\$ 36.37
		+ 3.16*	+ 3.50*	+ 4.20*	+ 5.26
Supplements:	1st	2nd	3rd	4th	5th
	\$ 7.73	\$ 14.59	\$ 16.17	\$ 19.31	\$ 24.02

* This portion is not subjected to overtime premiums.

9-8R

Sheetmetal Worker **10/01/2024**

JOB DESCRIPTION Sheetmetal Worker **DISTRICT 4**

ENTIRE COUNTIES
 Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per Hour:

	07/01/2024	08/01/2024
Sign Erector	\$ 58.00	\$ 60.00

NOTE: Structurally Supported Overhead Highway Signs(See STRUCTURAL IRON WORKER CLASS)

SUPPLEMENTAL BENEFITS

Per Hour:

	07/01/2024	08/01/2024
Sign Erector	\$ 57.12	\$ 58.31

OVERTIME PAY

See (B, F, S) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE
 Overtime: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Per Hour:
 6 month Terms at the following percentage of Sign Erectors wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
35%	40%	45%	50%	55%	60%	65%	70%	75%	80%

SUPPLEMENTAL BENEFITS

Per Hour:

07/01/2024	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
	\$ 18.27	\$ 20.75	\$ 25.22	\$ 25.70	\$ 34.66	\$ 37.74	\$ 41.65	\$ 44.78	\$ 47.93	\$ 51.04
08/01/2024	\$ 18.65	\$ 21.16	\$ 23.69	\$ 26.22	\$35.39	\$ 38.52	\$ 42.55	\$ 45.75	\$ 48.96	\$ 52.15 4-137-SE

Sheetmetal Worker **10/01/2024**

JOB DESCRIPTION Sheetmetal Worker **DISTRICT 4**

ENTIRE COUNTIES
 Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour:

	07/01/2024
Sheetmetal Worker	\$ 61.09
Maintenance of Fans Temporary Operation	48.87

SUPPLEMENTAL BENEFITS

Per Hour:

Sheetmetal Worker	\$ 53.25
-------------------	----------

Maintenance Worker 53.25

OVERTIME PAY

See (B, E, E2, Q, V) on OVERTIME PAGE
 For Maintenance See Codes B,E, Q & V

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Per Hour:Wages

Six(6) Month Terms As Follows:

1st & 2nd Term	\$ 21.26
3rd & 4th Term	27.39
5th & 6th Term	33.52
7th & 8th Term	42.75
9th Term	48.55

Per Hour: Supplemental Benefits

1st & 2nd Term	\$ 19.66
3rd & 4th Term	26.73
5th & 6th Term	31.57
7th & 8th Term	38.78
9th Term	43.62

4-28

Steamfitter

10/01/2024

JOB DESCRIPTION Steamfitter

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour: 07/01/2024 01/01/2025

AC Service/Heat Service \$ 46.10 Additional
 & Refrigeration \$1.25/Hr.*

(*)To be allocated at a later date.

Refrigeration, A/C, Oil Burner and Stoker Service and Repair.

NOTE: Refrigeration Compressor installation. (Not to exceed 5 Hp combined on any one project).

NOTE: Air / Heating Compressor installation.(Not to exceed 15 tons combined on any one project).

SUPPLEMENTAL BENEFITS

Per Hour Worked:

AC Service/Heat Service \$ 20.96
 & Refrigeration

Per hour Paid: \$ 17.65

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Overtime: See (5, 6, 11, 15, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

1 year terms

Wages per hour:

1st Term	\$ 22.31
2nd Term	26.94
3rd Term	31.38
4th Term	37.90

Benefits per hour worked:

1st Term	\$ 14.44
2nd Term	16.78
3rd Term	17.41
4th Term	19.44

Benefits per hour paid:

1st Term	\$ 11.38
2nd Term	13.72
3rd Term	14.35
4th Term	16.38

4-638B-StmFtrRef

Steamfitter

10/01/2024

JOB DESCRIPTION Steamfitter

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour:	07/01/2024	10/1/2024	03/31/2025
Sprinkler/Steam AC/Heat Fitter	\$ 69.11	Additional \$0.75/Hr*	Additional \$0.75/Hr*
Temporary Heat & AC Fitter	52.54	Additional \$0.75/Hr*	Additional \$0.75/Hr*

(*)To be allocated at a later date.

SHIFT WORK

Add 15% to Hourly Wage for "Contracting Agency" Mandated Off Shift Work.

Add 15% to Hourly Supplemental Benefit for "Contracting Agency" Mandated Off Shift Work.

SUPPLEMENTAL BENEFITS

Per Hour:

Sprinkler/Steam Fitter	\$ 53.49
Temporary Heat & AC Fitter	43.67

OVERTIME PAY

Note: The posted overtime rates are applicable after 8 hours plus Saturday, Sunday and Holidays:

Per Hour:

Sprinkler/Steam	WAGES \$ 138.22	SUPPLEMENTAL BENEFIT \$ 105.99
Temp Heat/AC	WAGES \$ 105.08	SUPPLEMENTAL BENEFIT \$ 85.35

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 11, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

1 year Terms at the Following:

WAGES per hour:

1st Term	2nd Term	3rd Term	4th Term	5th Term
\$ 27.98	\$ 34.96	\$ 41.94	\$ 48.92	\$ 55.90

SUPPLEMENTAL BENEFIT per hour:

1st Term	2nd Term	3rd Term	4th Term	5th Term
\$ 21.80	\$ 27.05	\$ 32.28	\$ 37.53	\$ 42.76

Premium Time SUPPLEMENTAL BENEFIT Amounts:				
\$ 43.60	\$ 54.10	\$ 64.56	\$ 75.06	\$ 85.52

4-638A-StmSpFtr

Teamster - Heavy Construction **10/01/2024**

JOB DESCRIPTION Teamster - Heavy Construction

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per Hour:

Dump Trucks/Drivers (Debris Removal, Street Level and below)
07/01/2024

Dump Trucks	\$ 44.165
Tractor Trailers	47.315
Euclid/Turnapull	47.88

SUPPLEMENTAL BENEFITS

Per Hour:

Dump Trucks	\$ 59.1525
All Others	56.9025

Up to 40 Hours Worked

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

Note: Employees receive 2 hours of Holiday Pay for each day worked in holiday week (not to exceed 8 hours)

Note: Employees receive 5 1/3 hours of Holiday Pay for each day worked in Thanksgiving Holiday Week.

4-282

Welder **10/01/2024**

JOB DESCRIPTION Welder

DISTRICT 1

ENTIRE COUNTIES

Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuylar, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

Per hour 07/01/2024

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

Richmond County General Construction

Asbestos Worker **10/01/2024**

JOB DESCRIPTION Asbestos Worker **DISTRICT 4**

ENTIRE COUNTIES
 Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES
 Per Hour: 07/01/2024

Asbestos Worker \$ 47.25
 Removal & Abatement Only*

NOTE: *On Mechanical Systems that are NOT to be SCRAPPED.

SUPPLEMENTAL BENEFITS
 Per Hour:

Asbestos Worker \$ 13.65
 Removal & Abatement Only

OVERTIME PAY
 See (B, B2, *E, J) on OVERTIME PAGE
 *Hours worked on Saturdays are paid at time and one half only if forty hours have been worked during the week.

HOLIDAY
 Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 8) on HOLIDAY PAGE

REGISTERED APPRENTICES
 Apprentice Removal & Abatement Only:
 1000 hour terms at the following percentage of Journeyman's rates.

1st	2nd	3rd	4th
78%	80%	83%	89%

SUPPLEMENTAL BENEFIT
 Per Hour:

Apprentice Removal & Abatement \$ 13.65

4-12a - Removal Only

Boilermaker **10/01/2024**

JOB DESCRIPTION Boilermaker **DISTRICT 4**

ENTIRE COUNTIES
 Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

WAGES
 Per Hour: 07/01/2024 01/01/2025

Boilermaker	\$ 67.38	\$ 68.88
Repairs & Renovations	67.38	68.88

Repairs & Renovation: Includes Repairing, Renovating replacement of parts to an existing unit(s).

SUPPLEMENTAL BENEFITS
 Per Hour:

Boilermaker	33.5% of hourly	33.5% of Hourly
Repair & Renovations	Wage Paid + \$ 26.85	Wage Paid + \$26.85

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay.

Repairs & Renovation Includes replacement of parts and repairs & renovation of existing unit.

OVERTIME PAY
 See (*B, O, **U) on OVERTIME PAGE
 Note:* Includes 9th & 10th hours, double for 11th or more.
 ** Labor Day ONLY, if worked.

Repairs & Renovation see (B,E,Q) on OT Page

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 11, 12, 15, 25, 26, 29) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:
 (1/2) Year Terms at the following percentage of Boilermaker's Wage

1st	2nd	3rd	4th	5th	6th	7th
65%	70%	75%	80%	85%	90%	95%

Supplemental Benefits Per Hour:

	33.5% of Hourly Wage Paid Plus Amount Below	33.5% of Hourly Wage Paid Plus Amount Below
1st Term	\$ 20.36	\$ 20.36
2nd Term	21.28	21.28
3rd Term	22.22	22.22
4th Term	23.12	23.12
5th Term	24.07	24.07
6th Term	25.00	25.00
7th Term	25.93	25.93

NOTE: "Hourly Wage Paid" shall include any and all premium(s)

4-5

Broadband **10/01/2024**

JOB DESCRIPTION Broadband **DISTRICT 4**

ENTIRE COUNTIES
 Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour:	07/01/2024	06/29/2025
Field Tech	\$ 52.40	\$ 53.97
Install/Repair		

For outside work (excluding installation on building construction/alteration/renovation projects), stopping at first point of attachment (demarcation), installing/maintaining/repairing broadband internet service.

SUPPLEMENTAL BENEFITS

Per Hour: \$ 23.24

OVERTIME PAY

See (B, K, *R) on OVERTIME PAGE
 Note: *Two and one half times the hourly rate after the 8th hour

HOLIDAY

Paid: See (5, 6, 7, 11, 12) on HOLIDAY PAGE

4-CWA-Dist1

Carpenter **10/01/2024**

JOB DESCRIPTION Carpenter **DISTRICT 8**

ENTIRE COUNTIES
 Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per hour:	07/01/2024
Piledriver	\$ 60.59 + 10.00*
Dockbuilder	\$ 60.59 + 10.00*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 45.79

OVERTIME PAY

See (B, E2, O) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

Apprentices See (5,6,11,13,25)

Overtime: See (5,6,11,13,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages per hour

(1)year terms:

	1st	2nd	3rd	4th
	\$26.98	\$32.58	\$40.96	\$49.35
	+ 5.50*	+ 5.50*	+ 5.50*	+ 5.50*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

Supplemental benefits per hour:

All Terms: \$ 32.34

8-1556 Db

Carpenter

10/01/2024

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per hour: 07/01/2024

Carpet/Resilient

Floor Coverer \$ 55.05
+ 8.25*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

INCLUDES HANDLING & INSTALLATION OF ARTIFICIAL TURF AND SIMILAR TURF INDOORS/OUTDOORS.

SUPPLEMENTAL BENEFITS

Per hour:

\$ 39.45

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE.

Paid for 1st & 2nd yr.

Apprentices See (5,6,11,13,16,18,19,25)

Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wage per hour - (1) year terms:

	1st	2nd	3rd	4th
	\$ 25.20	\$ 28.20	\$ 32.45	\$ 40.33
	+ 1.85*	+ 2.35*	+ 2.85*	+ 3.85*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$ 15.22	\$ 16.22	\$ 19.32	\$ 20.32

8-2287

Carpenter **10/01/2024**

JOB DESCRIPTION Carpenter **DISTRICT 8**

ENTIRE COUNTIES
 Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per Hour: 07/01/2024

Marine Construction:

Marine Diver \$ 75.46
 + 10.00*

Marine Tender \$ 55.00
 + 10.00*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker \$ 45.65

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 13, 16, 18, 19, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms.

1st year	\$ 26.98 + 5.50*
2nd year	32.58 + 5.50*
3rd year	40.96 + 5.50*
4th year	49.35 + 5.50*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

Supplemental Benefits

Per Hour:

All terms \$ 32.20

8-1456MC

Carpenter **10/01/2024**

JOB DESCRIPTION Carpenter **DISTRICT 8**

ENTIRE COUNTIES
 Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per hour: 07/01/2024

Building
 Millwright \$ 59.35
 + 13.12*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

SUPPLEMENTAL BENEFITS

Per hour:

Millwright \$ 45.41

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE

Paid: See (18,19) on HOLIDAY PAGE.

Overtime See (5,6,8,11,13,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms:

1st.	2nd.	3rd.	4th.
\$ 32.16	\$ 37.61	\$ 43.06	\$ 53.96
+ 7.08*	+ 8.25*	+ 9.42*	+ 11.76*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

Supplemental benefits per hour:

One (1) year terms:

1st.	2nd.	3rd.	4th.
\$ 30.56	\$ 33.09	\$ 36.27	\$ 40.69

8-740.1

Carpenter

10/01/2024

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per Hour:

07/01/2024

Timberman \$ 55.59
+ 10.26*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

SUPPLEMENTAL BENEFITS

Per Hour:

07/01/2024

\$ 44.96

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY

Overtime: See (5, 6, 11, 13, 25) on HOLIDAY PAGE

Paid: See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

Apprentices See (5,6,11,13,25)

Overtime: See (5,6,11,13,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms:

1st	2nd	3rd	4th
\$24.96	\$30.07	\$37.72	\$45.38
+ 5.55*	+ 5.55*	+ 5.55*	+ 5.55*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

Supplemental benefits per hour:

All terms \$ 31.95

Carpenter **10/01/2024**

JOB DESCRIPTION Carpenter **DISTRICT 8**

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Westchester

PARTIAL COUNTIES

Orange: South of but including the following, Waterloo Mills, Slate Hill, New Hampton, Goshen, Blooming Grove, Mountainville, east to the Hudson River.

Putnam: South of but including the following, Cold Spring, TompkinsCorner, Mahopac, Croton Falls, east to Connecticut border.

Suffolk: West of Port Jefferson and Patchogue Road to Route 112 to the Atlantic Ocean.

WAGES

Per hour: 07/01/2024

Core Drilling:

Driller \$ 46.25
+ 3.25*

Driller Helper \$ 36.28
+ 3.25*

Note: Hazardous Waste Pay Differential:

For Level C, an additional 15% above wage rate per hour

For Level B, an additional 15% above wage rate per hour

For Level A, an additional 15% above wage rate per hour

Note: When required to work on water: an additional \$ 3.00 per hour.

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

SUPPLEMENTAL BENEFITS

Per hour:

Driller and Helper \$ 30.24

OVERTIME PAY

See (B, G, P) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

8-1536-CoreDriller

Carpenter **10/01/2024**

JOB DESCRIPTION Carpenter **DISTRICT 8**

ENTIRE COUNTIES

Bronx, Kings, New York, Putnam, Queens, Richmond

PARTIAL COUNTIES

Nassau: The portion of the county that lies west of Seaford Creek and south of the Southern State Parkway.

WAGES

Per hour: 07/01/2024

Show Exhibit \$ 55.75
+ 9.80**

Bldg. Carpenter* \$57.05
+ 8.39**

* Not applicable in Putnam County

**This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

SUPPLEMENTAL BENEFITS

Per hour worked:

Show Exhibit \$ 45.20
Bldg. Carpenter 39.75

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE

Paid: for 1st & 2nd yr.

Apprentices See (5,6,11,13,16,18,19,25)

Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages per hour: Show Exhibit

(1) year terms:

1st.	2nd.	3rd.	4th.
\$22.30	\$27.88	\$36.24	\$44.60
+ 4.90*	+ 4.90*	+ 4.90*	+ 4.90*

*This portion is not subject to overtime premiums

Supplemental benefits per hour:

All terms \$ 30.25

Wages per hour: Bldg. Carpenter

(1) year terms:

1st	2nd	3rd	4th
\$ 22.20	\$ 25.20	\$ 29.45	\$ 37.33
+ 2.14*	+ 2.59*	+ 3.09*	+ 4.09*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$ 15.37	\$ 16.42	\$ 19.52	\$ 20.52

8-EXHIB

Carpenter - Heavy&Highway

10/01/2024

JOB DESCRIPTION Carpenter - Heavy&Highway

DISTRICT 8

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

PARTIAL COUNTIES

Nassau: That portion of the county that lies West of Seaford Creek and South of the Southern State Parkway.

WAGES

Per hour:

07/01/2024

Heavy & Highway

Carpenter

\$ 60.59
 + 10.00*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

SUPPLEMENTAL BENEFITS

Per hour worked:

Heavy & Highway

Carpenter

\$ 45.70

OVERTIME PAY

See (B, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 13, 25) on HOLIDAY PAGE

Paid : for 1st & 2nd yr

Apprentices See (5, 6, 11, 13, 25)

REGISTERED APPRENTICES

Wage per hour:

One (1) year terms:

	1st	2nd	3rd	4th
Heavy & Highway	\$ 26.98	\$ 32.58	\$ 40.96	\$ 49.35

+ 5.50* + 5.50* + 5.50* + 5.50*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

Supplemental Benefits:
Per Hour:

All terms
\$ 32.25

8-NYC H/H

Electrician**10/01/2024**

JOB DESCRIPTION Electrician

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour: 07/01/2024

Tree Trimmer \$ 35.24
Ground Person 20.69

Applies to line clearance, tree work, and right-of-way preparation on all new or existing overhead, electrical, telephone, and CATV lines.

SUPPLEMENTAL BENEFITS

Per hour:

Tree Trimmer \$ 13.20
Ground Person 7.75

OVERTIME PAY

See (B, *H, Q) on OVERTIME PAGE

*Worked performed on Sundays & Holidays outside of 7.00am - 4.00pm shall be paid at double time, in addition to the holiday pay if applicable.

HOLIDAY

Paid: See (5, 6, 10, 11, 15, 16, 26) on HOLIDAY PAGE

Overtime: See (5, 6, 10, 11, 15, 16, 26) on HOLIDAY PAGE

(An additional floating holiday after four years service)

9-3T

Electrician**10/01/2024**

JOB DESCRIPTION Electrician

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour: 07/01/2024

Electrician \$ 32.00
Telephone 32.00

Maintenance and Jobbing-Electrical and teledata work of limited duration and scope, consisting of repairs and/or replacement of electrical and teledata equipment.

- Includes all work necessary to retrofit, service, maintain and repair all kinds of lighting fixtures and local lighting controls and washing and cleaning of foregoing fixtures.

SUPPLEMENTAL BENEFITS

Journeyworker:

07/01/2024
\$ 27.20
29.23*

* Applies to overtime hours

OVERTIME PAY

See (B, H) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

9-3m

Electrician

10/01/2024

JOB DESCRIPTION Electrician

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond, Westchester

WAGES

Per hour: 07/01/2024

Service Technician \$ 37.40

Service and Maintenance on Alarm and Security Systems.

Maintenance, repair and /or replacement of defective (or damaged) equipment on, but not limited to, Burglar - Fire - Security - CCTV - Card Access - Life Safety Systems and associated devices. (Whether by service contract of T&M by customer request.)

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker: \$ 21.85

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 11, 15, 16, 17, 25, 26) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 15, 16, 17, 25, 26) on HOLIDAY PAGE

9-3H

Electrician

10/01/2024

JOB DESCRIPTION Electrician

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per Hour: 07/01/2024

Electrician
Audio/Sound and
Temporary Light/
Power \$ 62.00

Solar-Photovoltaic Systems

Group 1 62.00

All tasks not listed in Group 2

Group 2 32.00

D.C portion and associated mechanical equipment related to solar systems,
(excluding battery storage and its associated equipment) including work related to
Weather Stations and Data Acquisitions/Monitoring Systems on solar photovoltaic systems.

Mounting of PV modules.

Mounting of DC optimizers to back of modules if the installation calls for this equipment.

Mounting of microinverters to back of modules and install trunk cabling on racking if called for.

Module to module connection of PV modules to adjacent modules. If racking manufacturer provides integrated inter-row cable management,
install string jumper to complete the string in full in same sub-array.

If racking manufacturer does not provide integrated inter-row cable management, run conduit between rows, bond it and run string jumper to
complete string in full in same sub-array.

Installation of weather stations and other weather station relevant sensors as specified.

Installation of data acquisition system (DAS) for PV system monitoring.

SHIFT WORK

Evening (Swing Shift):

Electrician

Audio/Sound and
 Temporary Light/
 Power \$ 72.75

Night (Graveyard Shift):
 Electrician
 Audio/Sound and
 Temporary Light \$ 81.49

SUPPLEMENTAL BENEFITS

Per Hour:

Electrician \$ 66.09
 70.01*

Swing Shift: 75.07
 79.66*

Graveyard Shift: 82.66
 87.81*

Temporary Light/Power: 30.33
 33.64*

Group 1: 66.09
 70.01*

Group 2: 27.21
 29.23*

* Applies when premium (OT) wages are paid.

Temporary Light and Power benefit rate applies for three or less workers.

Reduce benefit rate by 6.2% for any employee who has accumulated wages of \$168,600 for the same employer.

OVERTIME PAY

See (A, H) on OVERTIME PAGE

See (B) for Temporary Light and Power

HOLIDAY

Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages Per Hour:

One (1) year terms		
First term:		07/01/2024
0-6 mos.		\$ 18.00
7-12 mos.		18.50
Second term:		
0-6 mos.		19.50
7-12 mos.		20.50
Third term		
0-6 mos.		21.50
7-12 mos.		22.50
Fourth term:		
0-6 mos.		23.50
7-12 mos.		25.50
Fifth term/MLJ:		
0-12 mos.		27.50
13-18 mos.		32.00

Supplemental Benefits per hour:

One (1) year terms:

First Term:	Regular	Overtime
0-6 mos.	\$ 17.18	\$ 18.38
7-12 mos.	17.44	18.67

Second Term:		
0-6 mos.	17.97	19.26
7-12 mos.	18.49	19.85
Third Term:		
0-6 mos.	19.02	20.44
7-12 mos.	19.54	21.03
Fourth Term:		
0-6 mos.	20.06	21.62
7-12 mos.	21.11	22.80
Fifth Term/MIJ:		
1-12 mos.	24.79	26.52
13-18 mos.	27.21	29.23

9-3

Electrician - Highway and Street Lighting, Traffic Signals and Controls	10/01/2024
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JOB DESCRIPTION Electrician - Highway and Street Lighting, Traffic Signals and Controls **DISTRICT** 9

ENTIRE COUNTIES
 Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:

	07/01/2024
Electro Pole Electrician	\$ 62.00
Electro Pole Foundation Installer	47.66
Electro Pole Maintainer	41.61

SUPPLEMENTAL BENEFITS

Per Hour:

	07/01/2024
Electro Pole Electrician	\$ 68.20 72.12*
Electro Pole Foundation Installer	51.68 54.69*
Electro Pole Maintainer	47.03 49.66*

*Applies when premium wages are paid

Note: Reduce benefit rate by 6.2% for any employee who has accumulated wages in \$168,600 for the same employer.

OVERTIME PAY

See (A, B, E4, F, K) on OVERTIME PAGE
 B - Applies to Electro Pole Foundation Installer
 E4 - Applies to Electro Pole Maintainer

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

9-3J

Elevator Constructor	10/01/2024
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JOB DESCRIPTION Elevator Constructor **DISTRICT** 4

ENTIRE COUNTIES
 Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

PARTIAL COUNTIES

Rockland: Entire County except for the Township of Stony Point

Westchester: Entire County except for the Townships of Bedford, Lewisboro, Cortland, Mt. Kisco, North Salem, Pound Ridge, Somers and Yorktown.

WAGES

Per hour:	07/01/2024	03/17/2025
Elevator Constructor	\$ 80.35	\$ 83.37
Modernization & Service/Repair	63.16	65.54

SUPPLEMENTAL BENEFITS

Per Hour:		
Elevator Constructor	\$ 46.367	\$ 47.654
Modernization & Service/Repairs	45.217	46.470

OVERTIME PAY

Constructor See (D, M, T) on OVERTIME PAGE.

Modern/Service See (B, F, S) on OVERTIME PAGE.

HOLIDAY

Paid: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES PER HOUR:

6 MONTH TERMS:

1st Term* 50%	2nd & 3rd Term* 50%	4th & 5th Term 55%	6th & 7th Term 65%	8th & 9th Term 75%
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* Note: 1st, 2nd, 3rd Terms are based on Average wage of Constructor, Modernization & Service.
 Terms 4 thru 9 Based on Journeyman's wage of classification Working in.

SUPPLEMENTAL BENEFITS:

	07/01/2024	03/17/2025
Elevator Constructor		
1st Term	\$ 0.00	\$ 0.00
2nd & 3rd Term	36.15	36.90
4th & 5th Term	37.19	37.99
6th & 7th Term	38.80	39.70
8th & 9th Term	40.41	41.40
Modernization & Service/Repair		
1st Term	\$ 0.00	\$ 0.00
2nd & 3rd Term	36.15	36.90
4th & 5th Term	37.19	37.99
6th & 7th Term	38.80	39.70
8th & 9th Term	40.41	41.40

Glazier

10/01/2024

JOB DESCRIPTION Glazier

DISTRICT 8

ENTIRE COUNTIES

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

WAGES

Per hour:	07/01/2024	05/01/2025
Glazier, Glass Tinting and Window Film	\$ 63.28	Additional \$ 1.11***
Scaffolding, including swing scaffold	67.28	

*Mechanical Equipment	64.28
**Repair & Maintenance	30.76

*Mechanical equipment, scissor jacks, man lifts, booms & buckets 30' or more, but not pipe scaffolding.

**Repair & Maintenance- All repair & maintenance work on a particular building whenever performed, where the total cumulative Repair & Maintenance contract value is under \$193,000.

***To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour: 7/01/2024

Glazier, Glass Tinting Window Film, Scaffolding and Mechanical Equipment	\$ 42.13
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Repair & Maintenance	24.62
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OVERTIME PAY

See (B, E, Q, V) on OVERTIME PAGE

For 'Repair & Maintenance' see (B, B2, I, S) on overtime page.

HOLIDAY

Paid: See (5, 6, 16, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

For 'Repair & Maintenance'

Paid: See(5, 6, 16, 25)

Overtime: See(5, 6, 16, 25)

REGISTERED APPRENTICES

Wage per hour:

(1) year terms at the following wage rates:

7/01/2024

1st term	\$ 22.34
2nd term	30.64
3rd term	40.87
4th term	50.14

Supplemental Benefits:

(Per hour)

1st term	\$ 19.27
2nd term	27.34
3rd term	32.85
4th term	36.01

8-1087 (DC9 NYC)

Insulator - Heat & Frost

10/01/2024

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per Hour: 07/01/2024

Insulators Heat & Frost	\$ 71.01
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SUPPLEMENTAL BENEFITS

Per Hour:

Insulators Heat & Frost	\$ 36.76
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OVERTIME PAY

See (B, E, *Q, V) on OVERTIME PAGE

* Triple time for Labor Day (If worked)

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages:

1 year terms.

Wages Per Hour:

	1st	2nd	3rd	4th
	\$ 31.96	\$ 39.06	\$ 46.16	\$ 53.26

Supplemental Benefits:

	\$ 16.56	\$ 20.23	\$ 23.91	\$ 27.06
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4-12

Ironworker

10/01/2024

JOB DESCRIPTION Ironworker

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per Hour:	07/01/2024	01/01/2025
Stone Derrickmen Rigger	\$ 75.40	Additional \$ 1.64*
Stone Handset Derrickman	72.55	1.11*

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour:

Stone Derrickmen Rigger	\$ 45.52
Stone Handset Derrickman	44.76

OVERTIME PAY

See (B, D1, *E, Q, **V) on OVERTIME PAGE

*Time and one-half shall be paid for all work on Saturday up to eight (8) hours and double time shall be paid for all work thereafter.

** Benefits same premium as wages on Holidays only

HOLIDAY

Paid: See (18) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 25) on HOLIDAY PAGE
 Work stops at schedule lunch break with full day's pay.

REGISTERED APPRENTICES

Wage per hour:

Stone Derrickmen Rigger:

	1st	2nd	3rd	4th
07/01/2024	\$ 37.20	\$ 53.28	\$ 59.32	\$ 65.36

Supplemental Benefits:

Per hour:				
07/01/2024	23.27	34.39	34.39	34.39

Stone Handset:

1/2 year terms at the following hourly wage rate:

	1st	2nd	3rd	4th
07/01/2024	\$ 35.78	\$ 51.04	\$ 56.79	\$ 62.55

Supplemental Benefits:

Per hour:				
07/01/2024	22.95	34.08	34.08	34.08

9-197D/R

Ironworker

10/01/2024

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per Hour:	07/01/2024	01/01/2025
Ornamental	\$ 47.65	Additional
Chain Link Fence	47.65	\$ 1.25/hr*
Guide Rail	47.65	

(*To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour:	
Journeyworker:	\$ 66.29

OVERTIME PAY

See (B, B1, Q, V) on OVERTIME PAGE

HOLIDAY

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (5, 6, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

1 year terms	07/01/2024
1st Term	\$ 25.98
2nd Term	28.45
3rd Term	30.80
4th Term	34.39

Supplemental Benefits per hour:

1st Term	\$ 16.29
2nd Term	18.29
3rd Term	19.29
4th Term	20.29

4-580-Or

Ironworker

10/01/2024

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

PER HOUR:	07/01/2024	01/01/2025
Ironworker:		Additional
Structural	\$ 57.20	\$ 1.75/Hr.*
Bridges		
Machinery		

(*To be allocated at a later date.

SUPPLEMENTAL BENEFITS

PER HOUR PAID:	
Journeyman	\$ 89.85

OVERTIME PAY

See (B, B1, Q, *V) on OVERTIME PAGE

*NOTE: Benefits are calculated for every hour paid.

HOLIDAY

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (5, 6, 18, 19) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES PER HOUR:

6 month terms at the following rate:

1st	\$ 30.23
2nd	30.83
3rd - 6th	31.44

Supplemental Benefits
 PER HOUR PAID: 62.47

4-40/361-Str

Ironworker

10/01/2024

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

PARTIAL COUNTIES

Rockland: Southern section - south of Convent Road and east of Blue Hills Road.

WAGES

Per hour: 07/01/2024

Reinforcing &
 Metal Lathing \$ 56.95

"Base" Wage 55.20
 plus \$ 1.75

"Base" Wage is used to calculate overtime hours only.

SUPPLEMENTAL BENEFITS

Per hour:
 Reinforcing & Metal Lathing \$ 44.63

OVERTIME PAY

See (B, E, Q, *X) on OVERTIME PAGE

*Only \$23.50 per Hour for non worked hours

Supplemental Benefit Premiums for Overtime Hours worked:

Time & One Half \$ 51.13
 Double Time 57.63

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 11, 13, *18, **19, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year terms at the following wage rates:

Prior to 01/01/2020:

1st term	2nd term	3rd term	4th Term
Wage Per Hour: \$ 22.55	\$ 28.38	\$ 34.68	\$ 37.18
"Base" Wage \$21.00	\$26.80	\$33.10	\$35.60
plus \$1.55	plus \$1.58	plus \$1.58	plus \$1.58

"Base" Wage is used to calculate overtime hours ONLY.

SUPPLEMENTAL BENIFITS

Per Hour:

1st term	2nd term	3rd term	4th Term
\$18.17	\$21.34	\$22.00	\$22.50

After 01/01/2020:

1st term	2nd term	3rd term	4th Term
Wage Per Hour: \$ 22.55	\$ 23.60	\$ 24.60	\$ 25.65
"Base" Wage			

\$21.00 plus \$1.55	\$22.00 plus \$1.60	\$23.00 plus \$1.60	\$24.00 plus \$1.65
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"Base" Wage is used to calculate overtime hours ONLY.

SUPPLEMENTAL BENEFITS

Per Hour:

1st term \$18.40	2nd term \$17.40	3rd term \$16.45	4th Term \$15.45
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4-46Reinf

Laborer **10/01/2024**

JOB DESCRIPTION Laborer

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:

Striper (Highway/streets):	07/01/2024	07/01/2025
Striping-Machine Operator	\$ 41.00	Additional \$ 3.05**
Striping Thermoplastic	45.00	
Flagger - Traffic Safety*	39.00	

Note: * Includes but is not limited to: Positioning of cones and directing of traffic using handheld devices. Excludes the Driver/Operator of equipment used in protection of traffic safety.

** To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyworker	\$ 19.27
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OVERTIME PAY

See (B, H) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 8, 13) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 13) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

1st Term (1-2000 hours)	\$ 31.36
2nd Term (2001-4000 hours)	33.00

Supplemental Benefits per hour:

All Terms	19.27
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9-1010-LS

Laborer **10/01/2024**

JOB DESCRIPTION Laborer

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour: 07/01/2024

Laborer/Excavation

**Asbestos and Lead Abatement & Removal, Hazardous Waste Removal (including soil)

\$ 45.00

Basic 45.00

Flagman 45.00

Pipelayer 45.00

*Tree Work, *Landscape 45.00

*Includes trimming, cutting, planting and/or removal of trees.

** Applies to Heavy & Highway projects

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker: \$ 54.03

Note: No payment of Supplemental Benefits is required on paid holidays, when employees do not work.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

When an observed holiday falls on a Saturday, work done shall be paid at double time.

HOLIDAY

Paid: See (2, 20) on HOLIDAY PAGE

Overtime: See (2, 5, 6, 11, 20) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:

1000 hour terms at the following hourly wage rate.

07/01/2024

1st	0 - 1000	\$ 22.50
2nd	1001-2000	27.00
3rd	2001-3000	33.75
4th	3001-4000	40.50

Supplemental Benefits per hour:

All Apprentices 54.03

9-731Ex

Laborer

10/01/2024

JOB DESCRIPTION Laborer

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:

GROUP 14: Blasters.

GROUP 16: Tunnel workers - including Miners, Drill Runners, Iron Men, Maintenance Men, Conveyor Men, Safety Miners, Riggers, Block Layers, Cement Finishers, Rod Men, Caulkers, Powder Carriers, Miners' Helpers, Chuck Tenders, Track Men, Nippers, Brake Men, Derail Men, Form Men, Bottom Bell, Top Bell or Signal men, Form Workers, Movers, Concrete Workers, Shaft Men, Tunnel Laborers and Caulkers' Helpers.

GROUP 17: All others including: Powder Watchmen, Top Laborers and Changehouse Attendants.

Wages: (per hour) 07/01/2024

Laborer (Tunnel)-FREE AIR:

Group 14	\$ 77.13
Group 16	73.75
Group 17*	68.18

Small Bore Micro Tunnel Machines 80% of rates above

For Repairs on Existing Water Tunnels 90% of rates above

For Repairs of Sewer & Drainage Tunnels 85% of rates above

For Repair & Maintenance

of all Subway & Vehicular Tunnels 80% of rates above

*An additional \$3.00 per day when using an air spade, jack hammer or pavement breaker.

Note: Employer shall pay \$10.00 per day for each half mile starting at a point 500 feet from the bottom of the shaft.

SUPPLEMENTAL BENEFITS

Per hour:

GROUP 14	\$ 55.32
GROUP 16	53.06
GROUP 17	49.11

Small Bore Micro Tunnel Machines 80% of rates above

For Repairs on Existing Water Tunnels 90% of rates above

For Repairs of Sewer & Drainage Tunnels 85% of rates above

For Repair & Maintenance of all Subway & Vehicular Tunnels 80% of rates above

OVERTIME PAY

OVERTIME: For Laborer (Free Air) See (D, M, R*) on OVERTIME PAGE.
 For Repair Categories See (B, F, R*) on OVERTIME PAGE.
 & Micro Tunneling
 * Straight time first 8 hours, double time after 8 hours.

HOLIDAY

Paid: See (5, 6, 9, 11, 12, 15, 16, 25) on HOLIDAY PAGE
 Overtime: See (5, 6, 9, 11, 12, 15, 16, 25) on HOLIDAY PAGE
 Good Friday may be exchanged for one of the holidays listed.

9-147Tnl/Free

Laborer - Building 10/01/2024

JOB DESCRIPTION Laborer - Building **DISTRICT 9**

ENTIRE COUNTIES
 Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:	07/01/2024	01/01/2025
		Additional
Basic Laborer and Mason Tender	\$ 44.70*	\$ 1.25**

*Before calculating premium wage deduct \$3.25

** To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour:

Basic Laborer and Mason Tender \$ 29.99

OVERTIME PAY
 See (B, B2, E, E2, Q, R) on OVERTIME PAGE

HOLIDAY
 Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:

1000 hour terms at the following wage rate:

Term:	1st	2nd	3rd	4th
Basic Laborer and Mason Tender 07/01/2024	\$ 22.05*	\$ 23.80*	\$ 25.30*	\$ 27.80*

*Before calculating premium wage deduct \$0.50

Supplemental Benefits per hour:

All Terms 07/01/2024	\$ 10.77	9-MTDC(79)
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Laborer - Building **10/01/2024**

JOB DESCRIPTION Laborer - Building **DISTRICT 9**
ENTIRE COUNTIES
 Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:	07/01/2024	07/01/2025 Additional
Skilled Interior Demolition Laborer:	\$ 39.70*	\$ 0.75***
General Interior Demolition Laborer:	28.89**	

* Before calculating overtime wages deduct \$1.70

**General Demolition Laborer performs manual work and work incidental to demolition, such as loading and carting of debris from work site to an area where it can be loaded into trucks for removal. Also performs clean-up of the site when demolition is complete.

***To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per Hour:	
Skilled Interior Demolition Laborer:	24.84
General Interior Demolition Laborer:	19.16

OVERTIME PAY

See (B, B2, I, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage Per Hour:

1000 hour terms at the following wage rate:

1st	2nd	3rd	4th
\$ 21.80*	\$ 23.55*	\$ 25.05*	\$ 27.55*

* Before calculating overtime wages deduct \$0.50

Supplemental Benefits Per Hour:

All Terms:	10.47	9-MTDC (79-ID)
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Laborer - Building **10/01/2024**

JOB DESCRIPTION Laborer - Building **DISTRICT 9**
ENTIRE COUNTIES
 Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:	07/01/2024
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Laborer:

Laborer-Concrete
 (including flag person) \$ 42.53
 + 8.00*

* This portion is not subjected to overtime premiums.

SUPPLEMENTAL BENEFITS

Per Hour \$ 20.20
 + 9.00**

** This portion subjected to overtime premiums only on codes (E,Q)

OVERTIME PAY

OVERTIME: See (A,E,Q) on OVERTIME PAGE attached.
 See (B,E,Q,) for work below street level to top of foundation.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 11, 13, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

Terms based on hours listed:

1st	2nd	3rd
0-1334	1334-2668	2669-4000
\$ 15.35 + 2.49*	\$ 20.15 + 7.32*	\$ 20.95 + 7.80*

* This portion is not subjected to overtime premiums.

Supplemental Benefits:

Per hour:

\$ 12.70 + 2.65*	\$ 16.70 + 3.45*	\$ 16.70 + 4.25*
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Journeyworker rate applies after 4000 hours

*This portion subjected to same premium as wages.

9-6A/18A/20-C

Laborer - Building

10/01/2024

JOB DESCRIPTION Laborer - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour: 07/01/2024 01/01/2025
 Building: Additional

Plasterer Tender and
 Spray Fireproofing Tender \$ 44.70* \$ 1.25**

* Before calculating overtime wages deduct \$3.25

**To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour:
 Journeyworker \$ 29.99

OVERTIME PAY

See (B, B2, E, E2, Q, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:

1000 hours terms at the following wage.

	1st	2nd	3rd	4th
01/01/2024	\$22.05*	\$23.80*	\$25.30*	\$27.80*

* Before calculating overtime wages deduct \$ 0.50

Supplemental Benefits per hour:

All Terms:
 07/01/2024

\$ 10.77

9-30 (79)

Laborer - Building **10/01/2024**

JOB DESCRIPTION Laborer - Building

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour: 07/01/2024 01/06/2025

Asbestos, Lead and Hazardous Material Abatement Laborer	\$ 39.00	Additional \$ 1.50/Hr.*
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(*)To be allocated at a later date.

(Re-Roofing Removal See Roofer)

NOTE: Asbestos removed from Mechanical Systems not to be scrapped
 See Asbestos Worker

SUPPLEMENTAL BENEFITS

Per Hour:

Laborer \$ 20.10

OVERTIME PAY

See (B, B2, I) on OVERTIME PAGE

*Calculate at \$39.00 per hour then add \$1.55

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 28) on HOLIDAY PAGE

REGISTERED APPRENTICES

1000 hour terms at the following:

Per Hour:

1st Term	\$ 20.00*
2nd Term	21.00**
3rd Term	24.00***
4th Term	26.00****

SUPPLEMENTAL BENEFIT

Per Hour:

All Terms \$ 14.35

OVERTIME PAY:

- *Calculate at \$20.00 per hour then add \$1.00
- **Calculate at \$21.00 per hour then add \$1.00
- ***Calculate at \$24.00 per hour then add \$1.00
- ****Calculate at \$26.00 per hour then add \$1.00

4-NYDC(78)

Laborer - Building **10/01/2024**

JOB DESCRIPTION Laborer - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:	07/01/2024	01/01/2025 Additional
Skilled Demolition Laborer:	\$ 42.48*	\$ 0.50***
General Demolition Laborer:	31.06**	

*Before calculating overtime wages deduct \$3.00

**Before calculating overtime wages deduct \$2.35

***To be allocated at a later date.

**General Demolition Laborer performs manual work and work incidental to demolition, such as loading and carting of debris from work site to an area where it can be loaded into trucks for removal. Also performs clean-up of the site when demolition is complete.

NOTE: Total Demolition Only: Demolition shall be the complete demolition (wrecking) or dismantling of entire buildings or structures. Also may include the removal of all or any portion of a roof in which structural change is to occur. Structural change is defined as the removal of structural slabs, steel members, concrete members and penetration through the structural slab.

SUPPLEMENTAL BENEFITS

Per hour:
 Journeyworker:

Skilled Demolition Laborer:	\$ 28.92
General Demolition Laborer:	21.98

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:
 (1) year terms at the following wage.

07/01/2024	1st	2nd	3rd	4th
	\$ 22.05*	\$ 23.80*	\$ 25.30*	\$ 27.80*

*Before calculating overtime wages deduct \$0.50

Supplemental Benefits per hour:

All Terms:	
07/01/2024	\$ 10.77

9-79/95

Laborer - Concrete & Asphalt Paving **10/01/2024**

JOB DESCRIPTION Laborer - Concrete & Asphalt Paving

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Group 1: Slurry Seal Coater, Maintenance Safety Surface, Small Power Tool Operator, Play Equipment Installer, Temporary Fence Installer & Repairs, Laborer.

Group 2: Production Paving Work: Shoveler, small equipment operator.

Per hour:	07/01/2024
Concrete Formsetter	\$ 49.35 + \$ 8.00*
Asphalt Screeperson/Micro Paver	49.95 + \$ 8.00*
Asphalt Raker	49.35 + \$ 8.00*
Group 1	45.48 + \$ 8.00*
Group 2	45.48 + \$ 8.00*

* This portion is not subjected to overtime premiums.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker: \$ 45.55

Note: No payment of supplemental benefits is required on paid holidays, when employees do not work.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

Note: Saturday premium rate applies from 7:00 am on Saturday to 6:59 am Sunday

Note: Sunday premium rate applies from Sunday 7:00 am to Monday 6:59 am.

HOLIDAY

Paid: See (5, *11, 20) on HOLIDAY PAGE

HOLIDAY:

Overtime: See (21,22)** on HOLIDAY PAGE.

Note: See (5,20) Holiday pay -at the single time pay rate-shall be prorated based on 25% of a day's wages and benefits for each day worked during that calendar week.

**New Year's Day and Christmas Day: If an employee is performing work on these (2) days the employee will receive the single rate plus 25%.

* Columbus Day shall be an unpaid holiday. In the event work is performed on Columbus Day, wages shall be paid on a double time basis.

Note-When Independence day falls on Saturday, it will be observed on that Saturday, however, when it occurs on a Sunday, it will be observed on the Monday.

REGISTERED APPRENTICES

Wage per hour:

2000 hours term:

1st term	2nd term
1-1999	2000-4000
\$ 31.36 + \$ 8.00*	\$ 33.00 + \$ 8.00*

* This portion is not subjected to overtime premiums.

Supplemental Benefits per hour:

2000 hours term:

1st term	2nd term
1-1999	2000-4000
\$ 18.67	\$ 18.67

9-1010H/H

Laborer - Trac Drill

10/01/2024

JOB DESCRIPTION Laborer - Trac Drill

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Group 1:Chipper/Jackhammer, Powder Carrier, Hydraulic Chuck tender, Chuck Tender and Nipper, Magazine Keeper

Group 2: Hydraulic Trac Drill

Group 3: Air Trac, Wagon and Quarry bar

Group 4: Blaster

Per Hour: 07/01/2024

Group 1	\$ 45.00
Group 2	52.35
Group 3	51.52
Group 4	58.21

SUPPLEMENTAL BENEFITS

Per Hour:

All Classifications: 54.03

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

When an observed holiday falls on a Saturday, work done shall be paid at double time.

HOLIDAY

Paid: See (2, 20) on HOLIDAY PAGE

Overtime: See (2, 5, 6, 11, 20) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:

1000 hour terms at the following hourly wage rate.

07/01/2024

1st	0 - 1000	\$ 22.50
2nd	1001-2000	27.00
3rd	2001-3000	33.75
4th	3001-4000	40.50

Supplemental Benefits per hour:

All Apprentices 54.03

9-731/29

Laborer - Tunnel

10/01/2024

JOB DESCRIPTION Laborer - Tunnel

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

GROUP 5: Blasters and Mucking Machine Operators

GROUP 6: Tunnel Workers*(including Miners, Drill Runners, Iron Men, Maintenance Men, Inside Muck Lock Tender, Pumpmen, Electricians, Cement Finishers, Rod Men, Caulkers, Carpenters, Hydraulic Men, Shield Drivers, Monorail Operators, Motor Men, Conveyor Men, Safety Miners, Powder Carriers, Pan Men, Riggers, Miner's Helpers, Chuck Tenders, Track Men, Nippers, Brake Men, Form Workers, Concrete Workers, Tunnel Laborers, Caulker's Helpers), Hose Men, Grout Men, Gravel Men, Derail Men and Cable Men.

GROUP 7: Top Nipper

GROUP 8,9: Outside Man Lock Tender, Outside Muck Lock Tender, Shaft Men, Gauge Tender and Signal Men.

GROUP 10: Powder Watchmen, Top Laborers and Changehouse Attendants.

WAGES: (per hour)

07/01/2024

Laborer (Compressed Air):

GROUP 5	\$ 80.82
GROUP 6	77.95
GROUP 7	76.65
GROUP 8,9	75.10
GROUP 10	66.18

Note: Employer shall pay \$10.00 per day for each one half (1/2) mile or fraction starting from a point 500 feet from the shaft.

SUPPLEMENTAL BENEFITS

SUPPLEMENTAL BENEFITS:

per hour:

GROUP 5	\$ 57.61
GROUP 6	55.81
GROUP 7	54.68
GROUP 8,9	53.84

GROUP 10 50.85

OVERTIME PAY

See (D, M, *R) on OVERTIME PAGE

NOTE: Time and one-half to be paid for all overtime repair-maintenance work on existing equipment and facilities.

* Straight time first 8 hours, double time after 8 hours.

HOLIDAY

Paid: See (5, 6, 9, 11, 12, 15, 16, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 9, 11, 12, 15, 16, 25) on HOLIDAY PAGE

Good Friday may be exchanged for one of the holidays listed.

9-147Tnl/Comp Air

Mason

10/01/2024

JOB DESCRIPTION Mason

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour: 07/01/2024

Brick/Block Layer \$ 67.14

Base Wage for OT Calculation \$ 55.93

SUPPLEMENTAL BENEFITS

Per Hour:

Brick/Block Layer \$ 34.90

OVERTIME PAY

See (A, E, E2, Q) on OVERTIME PAGE

Note: OT Calculated on Base Wage plus \$ 11.21/hr.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

(800 hour) Terms at the following Percentage of Journey workers "Base Wage" plus \$ 5.94/hr.:

1st	2nd	3rd	4th	5th
50%	60%	70%	80%	90%

Supplemental Benefits per hour:

All Apprentices \$ 24.70

4-1Brk

Mason - Building

10/01/2024

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Building

Wages per hour: 07/01/2024 01/01/2025
 Additional

Mosaic & Terrazzo Mechanic \$ 60.98 \$ 1.06*

Mosaic & Terrazzo Finisher 58.96

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour:

Mosaic & Terrazzo Mechanic \$ 31.36*
 + \$9.78

Mosaic & Terrazzo Finisher \$ 31.36*
 + \$9.77

*This portion of benefits subject to same premium rate as shown for overtime wages.

OVERTIME PAY

See (A, E, Q) on OVERTIME PAGE

07/01/2024- Deduct \$7.00 from hourly wages before calculating overtime.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

Easter Sunday is an observed holiday. Holidays falling on a Saturday will be observed on that Saturday. Holidays falling on a Sunday will be celebrated on the Monday.

REGISTERED APPRENTICES

Wages Per hour:

	1st 0- 1500	2nd 1501- 3000	3rd 3001- 3750	4th 3751- 4500	5th 4501- 5250	6th 5251- 6000
07/01/2024	\$ 25.19	\$ 32.39	\$ 38.18	\$ 40.78	\$ 49.00	\$ 55.75

Supplemental Benefits per hour:

07/01/2024	\$7.12* + 3.43	\$9.16* + 4.40	\$17.22* + 5.87	\$23.86* + 6.84	\$24.86* + 7.83	\$27.36* + 8.80
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*This portion of benefits subject to same premium rate as shown for overtime wages.

9-7/3

Mason - Building

10/01/2024

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:	07/01/2024	12/02/2024 Additional
Tile Setters	\$ 64.40	\$ 0.72*

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per Hour:	\$ 28.51* + 8.52
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*This portion of benefits subject to same premium rate as shown for overtime wages.

OVERTIME PAY

See (B, *E, Q, V) on OVERTIME PAGE

Work beyond 10 hours on Saturday shall be paid at double the hourly wage rate.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:

750 hour terms at the following wage rate:

	1st 1- 750	2nd 751- 1500	3rd 1501- 2250	4th 2251- 3000	5th 3001- 3750	6th 3751- 4500	7th 4501- 5250	8th 5251- 6000	9th 6001- 6750	10th 6501- 7000
07/01/2024	\$22.19	\$27.21	\$34.45	\$39.46	\$43.07	\$46.58	\$50.23	\$55.24	\$57.71	\$62.00

Supplemental Benefits per hour:

	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
07/01/2024	\$12.55*	\$12.55*	\$15.36*	\$15.36*	\$16.36*	\$17.86*	\$18.86*	\$18.86*	\$18.86*	\$24.11*
	+\$.76	+\$.81	+\$.91	+\$.96	+\$1.43	+\$1.48	+\$1.91	+\$1.97	+\$4.57	+\$5.18

*This portion of benefits subject to same premium rate as shown for overtime wages.

9-7/52

Mason - Building **10/01/2024**

JOB DESCRIPTION Mason - Building **DISTRICT 9**

ENTIRE COUNTIES
 Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES
 Per hour: 07/01/2024 01/06/2025
Additional

Building-Marble Restoration:
 Marble, Stone & \$ 47.72 \$ 0.57*

Terrazzo Polisher

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS
 Per Hour:
 Journeyworker:

 Building-Marble Restoration:
 Marble, Stone &
 Polisher \$ 31.50

OVERTIME PAY
 See (B, *E, Q, V) on OVERTIME PAGE
 * On Saturdays, 8th hour and successive hours paid at double hourly rate.

HOLIDAY
 Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
 WAGES per hour:

900 hour term at the following wage:

1st	2nd	3rd	4th
1-900	901-1800	1801-2700	2701
\$ 33.40	\$ 38.18	\$ 42.94	\$ 47.72

Supplemental Benefits Per Hour:
29.06 29.87 30.69 31.50

9-7/24-MP

Mason - Building **10/01/2024**

JOB DESCRIPTION Mason - Building **DISTRICT 9**

ENTIRE COUNTIES
 Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

WAGES
 Per Hour:
07/01/2024 01/06/2025
Additional
 Marble Cutters & Setters \$ 63.92 \$ 0.75*

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker \$ 40.05

OVERTIME PAY

See (B, E, Q, V) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage Per Hour:

07/01/2024

750 hour terms at the following wage

1st	2nd	3rd	4th	5th	6th	7th	8th
0-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6750	6751-7500	7500+
\$ 27.01	\$ 40.52	\$ 43.88	\$ 47.26	\$ 50.64	\$ 54.32	\$ 60.71	\$ 63.92

Supplemental Benefits per hour:

07/01/2024

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 26.42	\$ 29.76	\$ 30.61	\$ 31.44	\$ 32.28	\$ 37.55	\$ 39.23	\$ 40.05

9-7/4

Mason - Building

10/01/2024

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:	07/01/2024	12/02/2024
Tile Finisher	\$ 49.46	Additional \$ 0.59*

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per Hour:

\$ 25.36*
 + \$8.33

* This portion of benefits is subject to same premium rate as shown for overtime wages.

OVERTIME PAY

See (A, *E, Q) on OVERTIME PAGE

Double time rate after 10 hours on Saturdays

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

9-7/88-tf

Mason - Building

10/01/2024

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour:	07/01/2024	01/06/2025
Marble, Stone, Maintenance Finishers:	\$ 27.72	Additional \$ 0.41*

Note 1: An additional \$2.00 per hour for time spent grinding floor using "60 grit" and below.

Note 2: Flaming equipment operator shall be paid an additional \$25.00 per day.

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per Hour:

Marble, Stone
 Maintenance Finishers: \$ 15.74

OVERTIME PAY

See (B, *E, Q, V) on OVERTIME PAGE

*Double hourly rate after 8 hours on Saturday

HOLIDAY

Paid: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE

1st term apprentice gets paid for all observed holidays.

REGISTERED APPRENTICES

WAGES per hour:

07/01/2024

0-750	\$ 22.32
751-1500	23.04
1501-2250	23.75
2251-3000	24.48
3001-3750	25.56
3751-4500	27.00
4501+	27.72

Supplemental Benefits:
 Per hour:

0-750	12.69
751-1500	13.10
1501-2250	13.51
2251-3000	13.91
3001-3750	14.52
3751-4500	15.33
4501+	15.74

9-7/24M-MF

Mason - Building / Heavy&Highway

10/01/2024

JOB DESCRIPTION Mason - Building / Heavy&Highway

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour: 07/01/2024 01/06/2025
 Additional

Marble-Finisher \$ 49.99 \$ 0.53*

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Journeyworker:
 Per hour

Marble- Finisher \$ 37.39

OVERTIME PAY

See (B, E, Q, V) on OVERTIME PAGE

Work beyond 8 hours on a Saturday shall be paid at double the rate.

HOLIDAY

Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

When an observed holiday falls on a Sunday, it will be observed the next day.

9-7/20-MF

Mason - Building / Heavy&Highway **10/01/2024**

JOB DESCRIPTION Mason - Building / Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour: 07/01/2024

Cement Mason \$ 57.72

SUPPLEMENTAL BENEFITS

Per Hour:

Cement Mason \$ 34.66

1.5 X overtime rate \$ 62.95

2 X overtime rate \$ 69.32

OVERTIME PAY

See (B1, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 13, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year terms at the following wage:

1st Term \$ 23.39

2nd Term \$ 28.29

3rd Term \$ 33.69

Supplement Benefits per hour paid:

	ST	1.5X OT	2X OT
1st Term	\$ 14.86	\$ 22.30	\$ 29.72
2nd Term	\$ 15.16	\$ 22.75	\$ 30.32
3rd Term	\$ 15.27	\$ 22.91	\$ 30.54

4-780

Mason - Building / Heavy&Highway **10/01/2024**

JOB DESCRIPTION Mason - Building / Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

NOTE: Shall include but not limited to Precast concrete slabs (London Walks) Marble and Granite pavers 2'x 2' or larger.

Per Hour:

07/01/2024

05/01/2025

Additional

\$ 3.42/Hr+

Stone Setter \$ 69.91
 Base Rate 53.84*

Stone Tender \$51.82
 Base Rate 44.54*

(+)To be allocated at a later date for all classes.

SUPPLEMENTAL BENEFITS

Per Hour:

Stone Setter \$ 42.52

Stone Tender 23.15

OVERTIME PAY

See (*C, **E, Q) on OVERTIME PAGE

* Base Rates are used to Calculate Overtime Premiums then adding in: \$15.81/Hr. for Stone Setter or \$7.28/Hr. for Stone Tender.

** On weekdays the eighth (8th) and ninth (9th) hours are time and one-half all work thereafter is paid at double the hourly rate.

*** The first nine (9) hours on Saturday is paid at time and one-half all work thereafter is paid at double the hourly rate.

HOLIDAY

Paid: See (*18) on HOLIDAY PAGE
 Overtime: See (5, 6, 10) on HOLIDAY PAGE
 Paid: * Must work first 1/2 of day.

REGISTERED APPRENTICES

Per Hour:

Stone Setter(800 hour) terms at the following Percentage of Stone Setters Base wage rate per hour plus \$7.32:

1st	2nd	3rd	4th	5th	6th
50%	60%	70%	80%	90%	100%

Supplemental Benefits:
 All Apprentices \$ 25.85

4-1Stn

Mason - Heavy&Highway **10/01/2024**

JOB DESCRIPTION Mason - Heavy&Highway **DISTRICT 4**

ENTIRE COUNTIES
 Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES
 Per Hour: 07/01/2024

Pointer, Caulkers & Cleaners \$ 63.69

SUPPLEMENTAL BENEFITS
 Per Hour:
 Pointer, Cleaners & Caulkers \$ 31.90

OVERTIME PAY
 See (B, E2, H) on OVERTIME PAGE

HOLIDAY
 Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms at the following wage rates.

1st	2nd	3rd	4th
\$ 32.76	\$ 37.09	\$ 42.97	\$ 51.60

Apprentices Supplemental Benefits:
 (per hour paid)

\$ 15.40	\$ 21.70	\$ 24.45	\$ 25.45
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4-1PCC

Operating Engineer - Building **10/01/2024**

JOB DESCRIPTION Operating Engineer - Building **DISTRICT 9**

ENTIRE COUNTIES
 Bronx, Kings, New York, Putnam, Queens, Richmond, Westchester

PARTIAL COUNTIES
 Dutchess: that part of Dutchess County lying south of the North City Line of the City of Poughkeepsie.

WAGES
 NOTE: Construction surveying
 Party Chief--One who directs a survey party
 Instrument Man--One who runs the instrument and assists Party Chief.
 Rodman--One who holds the rod and assists the Survey Crew

Wages:(Per Hour) 07/01/2024

Building Construction:

Party Chief \$ 79.99
 Instrument Man 60.36
 Rodman 40.45

Steel Erection:

Party Chief 83.13
 Instrument Man 64.21
 Rodman 44.33

**Heavy Construction-NYC counties only:
 (Foundation, Excavation.)**

Party Chief 88.06
 Instrument man 65.66
 Rodman 55.70

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2024

Building Construction \$ 28.63* +\$ 7.65

Steel Erection 29.23* + 7.65

Heavy Construction 30.04* + 7.64

* This portion subject to SAME premium as wages

Non-Worked Holiday Supplemental Benefit:

21.83

OVERTIME PAY

See (A, B, E, Q) on OVERTIME PAGE

Code "A" applies to Building Construction and has double the rate after 7 hours on Saturdays.

Code "B" applies to Heavy Construction and Steel Erection and had double the rate after 8 hours on Saturdays.

HOLIDAY

Paid: See (5, 6, 9, 11, 15, 16, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 9, 11, 15, 16, 25) on HOLIDAY PAGE

9-15Db

**Operating Engineer - Building, Maintenance, Steel Erection
 & Heavy Construction**

10/01/2024

JOB DESCRIPTION Operating Engineer - Building, Maintenance, Steel Erection & Heavy Construction

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

STEEL ERECTION:

Group 1: Derrick, travelers, tower, crawler tower & climbing cranes

Group 2: Oiler (Truck Crane)

Group 3: Oiler (Crawler Crane)

BUILDING CONSTRUCTION:

Group 1: Installing, repairing, maintaining, dismantling of all equipment including Steel cutting & bending machines, mechanical heaters, mine hoists, climbing cranes, tower cranes, Linden Peine, Lorain, Liebherr, Mannes and machines of a similar nature; Well Point system, Deep Well pumps, Concrete mixers with loading devices, Concrete plants, motor generators (When used for temporary power and lights)(Driving maintenance trucks and mounted-welded machines)-All Pumps(excluding River Cofferdam Pumps and Well Point Pumps), Motorized Concrete Buggies(When three or more are on job site), Skid-Steer and similar machines

Group 2: Maintenance of: Pumps, Generators, Mixers, Heaters

Group 3: Oilers of all gasoline, electric, diesel or air operated Gradalls; Concrete Pumps, Overhead Cranes in Power Houses, Assist in oiling, greasing and repairing of all machines, including: Driving Truck Cranes, Driving and operating Fuel and Grease Trucks, Cherry Pickers(Hydraulic Cranes) over 70,000 GVW and machines of a similar nature

Group 4: Oiler on Crawler Cranes, Backhoes, Trenching Machines, Gunite Machines, Compressors(3 or more in battery)

Group 5: Maintenance on Radiant Mechanical Heaters

HEAVY CONSTRUCTION (Excavation, Foundations, etc)

Group 1: Maintenance of: Generators, Light Towers

Group 2: Maintenance of: Pumps, Mixers including mudsucking

Group 3: Base Mounted Tower Cranes

Group 4: Installing, repairing, maintaining, dismantling(of all equipment including Steel cutting & Bending machines, Fusion Coupling Machines, Vermeer Trenching machines, on-site crushing plant, mechanical heaters(1 through 7), Mine hoists, Tower Cranes, Linden Peine, Lorrain, Lebherr, Mannes or machines of a similar nature, Wellpoints)-Driving maintenance trucks and truck mounted welding machines, burning, welding-operating of accumulator for shield-driven tunnels, in addition to the performance of other duties: Handling, installation, jointing, coupling of all permanent steel and plastic pipe. RIDE UPON MOLES-tunnel boring machines-MICRO TUNNELING SYSTEMS, All temporary pipefitting; When three or more motorized concrete buggies(Ride type) are utilized on the jobsite they shall be serviced, maintained and repaired by the maintenance engineer. The Operating Engineer on autogrades(C.M.I.) is to be assisted by the maintenance engineer who shall in addition perform other duties.

WAGES:

Per hour: 07/01/2024

Steel Erection:

Group 1	\$ 81.43
Group 2	76.58
Group 3	58.22

Building Construction:

Group 1	\$ 72.41
Group 2	57.36
Group 3	69.09
Group 4	52.62
Group 5	46.07

Heavy Construction:

Group 1	\$ 57.43
Group 2	58.68
Group 3	108.95
Group 4	84.24

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2024

Building Construction	\$ 30.52* + \$7.40
Steel Erection & Heavy	31.02* + \$7.40

* This portion of benefits is subject to same OT premium as wages.

Non-Worked Holiday Supplemental Benefits:

21.87

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 9, 11, 15, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 9, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages Per Hour:

(1) year terms at the following wage rates:

1st	2nd	3rd	4th.
\$ 38.52	\$ 45.23	\$ 48.70	\$ 52.17

Supplemental Benefits:

Per Hour:

All Terms \$ 16.52* + 7.40

* This portion of benefits is subject to same OT premium as wages.

9-15Ab

Operating Engineer - Building / Heavy&Highway

10/01/2024

JOB DESCRIPTION Operating Engineer - Building / Heavy&Highway

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

EQUIPMENT COVERED: Jet-Rodder/Vacuum Truck, Flusher, Sewer Rodder, Stetco Hoist and similar, Sewer Winch/Tugger Hoist and similar, Vacall/Vactor, Closed Circuit Television Inspection Equipment, Chemical Grouting Equipment and similar, John Beame, Meyers and similar.

Per Hour: 07/01/2024

Maintenance Engineer \$ 84.24
(Sewer Systems)

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyman \$ 31.02*
+ \$ 7.40

*This portion of benefits subject to SAME premium as OT wages.

Non-Worked Holiday Supplemental Benefits:

\$ 21.87

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

Overtime: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

REGISTERED APPRENTICES

Per Hour:

(1) year terms at the following wage rates.

1st	2nd	3rd	4th
\$38.52	\$45.23	\$48.70	\$52.17

Supplemental Benefits:

Per Hour:

All Apprentices: \$ 16.52* + \$ 7.40

* This portion of benefits subject to the SAME premium as OT wages

9-15Sewer

Operating Engineer - Building / Heavy&Highway

10/01/2024

JOB DESCRIPTION Operating Engineer - Building / Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour: 07/01/2024 08/01/2024

Well Driller	\$ 41.85	\$ 43.11
Well Driller Helper	\$ 36.26	\$ 37.35
Hazardous Waste Differential Added to Hourly Wage:		
Level A	\$ 3.00	
Level B	\$ 2.00	
Level C	\$ 1.00	

Monitoring Well Work Add to Hourly Wage:		
Level A	\$ 3.00	
Level B	\$ 2.00	

SUPPLEMENTAL BENEFITS

Per Hour:

Well Driller & Helper	10% of straight time rate plus \$ 13.50
--------------------------	--

Additional \$ 4.25/Hr. for Premium Time Hours Worked

OVERTIME PAY

See (B2, P, S) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 16, 23) on HOLIDAY PAGE
Overtime: See (5, 6, 16, 23) on HOLIDAY PAGE

REGISTERED APPRENTICES

Apprentices at 12 Month Terms

Wages Per Hour:

1st Term	\$ 28.00
2nd Term	\$ 29.00
3rd Term	\$ 30.00

SUPPLEMENTAL BENEFITS

Per Hour:

All Terms	10% of Wage + \$ 13.50
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Additional \$4.25/Hr. for premium time hours worked.

4-138well

Operating Engineer - Building & Steel Erection

10/01/2024

JOB DESCRIPTION Operating Engineer - Building & Steel Erection

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per Hour: 07/01/2024

STEEL ERECTION:

Three Drum Derricks	\$ 107.16
Cranes, Two Drum Derricks, Hydraulic Cranes & Fork Lifts, Boom Trucks	103.28
Compressors, Welding Machines	63.36
Compressors (not combined with welding machines)	60.71

BUILDING CONSTRUCTION:

Cranes, Stone Derrick, Boom Trucks, Hydraulic Cranes,	103.62
Double Drum	98.28
4 Pole Hoists and Single Drum Hoists	87.78

Fork Lifts, Plaster(Platform Machine)Plaster Bucket, Concrete Pumps and all other equipment used for hoisting	80.54
*House Cars and Rack & Pinion	71.35
*House Cars (New Projects)	58.47
Erecting and dismantling Cranes	88.64

Compressors, Welding Machines(Cutting Concrete-Tank Work),
 Paint Spraying, Sand Blasting, Pumps(With the exclusion of
 concrete pumps), House Car (Settlement basis only), All
 Engines irrespective of power(Power-Vac)used to drive
 auxiliary equipment Air, Hydraulic, etc., Boilers, Jacking System
 62.20

APPLICABLE TO BUILDING CATEGORY:

CRANES: Crawler Or Truck

	In Addition To Above Crane Rates
100' to 149' Boom	\$ 1.75/hr
150' to 249' "	\$ 2.00/hr
250' to 349' "	\$ 2.25/hr
350' to 450' "	\$ 2.75/hr
Tower Crane	\$ 2.00/hr

APPLICABLE TO STEEL CATEGORY:

CRANES: Crawler Or Truck

	In Addition To Above Crane Rates
100' to 149' Boom	\$ 2.25/hr
150' to 249' "	\$ 2.50/hr
250' to 349' "	\$ 2.75/hr
350' to 450' "	\$ 3.25/hr
Tower Crane	\$ 2.50/hr

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2024

All Operator Classes \$ 26.15*
 plus \$ 6.30

* This portion of the benefits is subject to the same premium as shown for overtime wages.

OVERTIME PAY

See (*B, **C, ***D, O) on OVERTIME PAGE

*Applies to House Cars and Rack & Pinion after 8 hours worked in a day, Saturday, Sunday and Holidays

**Applies to Building Construction category

***Applies to Steel Erection

HOLIDAY

Paid: See (5, 6, 8, 11, 12, 15, 16, 25, 26) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 12, 15, 16, 25, 26) on HOLIDAY PAGE

Codes 8 and 12 apply ONLY to Steel Erection

Code 16 applies ONLY to Building Construction

REGISTERED APPRENTICES

Wage Per Hour:

Apprentices (1) year terms at the following rates:

	1st	2nd	3rd
07/01/2024	\$ 44.92	\$ 54.40	\$ 63.88

Supplemental Benefits Per Hour:

07/01/2024

Straight Time \$ 15.65*
 plus \$ 6.30

* This portion of benefits subject to the same premium as shown for overtime wages.

JOB DESCRIPTION Operating Engineer - Heavy Construction 1

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

(For Groups 23 - 28, see Operating Engineer - Heavy Construction 2)

- Group 1: Tower Crane/Climbing Crane
- Group 2: Backhoes (Including all track and rubber tire backhoes over 37,000 lbs), Power Shovels, Steel Erection: Hydraulic Clam Shells, Moles and machines of a similar nature
- Group 3: Mine Hoists, Cranes, etc, used as Mine Hoists
- Group 4: Gradalls, Keystones, Cranes (With digging buckets), Bridge Cranes, Trenching Machines, Vermeer Cutter and machines of a similar nature
- Group 5: Pile Drivers and Rigs (Employing Dock-Builders Foreman), Derrick Boats, Tunnel Shovels,
- Group 6: All Drills and machines of a similar nature
- Group 7: Back-Filling Machines and Cranes, Mucking Machines, Dual Drum Pavers
- Group 8: Mixers (Concrete with loading attachment), Concrete Pavers, Cableways, Land Derricks, Power House (Low pressure units)
- Group 9: Concrete Pumps, Concrete Plant, Stone Crushers, Double Drum Hoists, Power Houses (Other than above)
- Group 10: Concrete Mixer
- Group 11: Elevators
- Group 12: Concrete Breaking Machines, Single Drum Hoists, Load Masters, Locomotives and Dinkies (Over 10 tons), Hydraulic Crane-Second Engineer
- Group 13: On-Site Concrete Plant Engineers, On-Site Asphalt Plant Engineer and Vibratory Console
- Group 14: Barrier Mover, Barrier Transport and machines of a similar nature
- Group 15: Compressors (Portable, 3 or more), Truck Compressor (Engineer Driver), Tugger Machines, Well Point Pumps, Chum Drill
- Group 16: Boilers(High pressure),Compressors, Pumps(River Cofferdam) and Welding Machines(except where arc is operated by another Operating Engineer) Push Button Machines, All Engines, irrespective of power(Power Pac) used to drive auxiliary equipment, Air, Hydraulic, etc.
- Group 17: Utility-Horizontal Boring Rig
- Group 18: Utility Compressors
- Group 19: Paving-Asphalt Spreader, Autogrades (C.M.I.), Roto-Mill
- Group 20: Paving-Asphalt Roller
- Group 21 Paving-Asphalt Plant
- Group 22: Roller (non paving, all sizes)

WAGES:(per hour) 07/01/2024

Group 1	\$ 123.06
Group 2	102.98
Group 3	106.03
Group 4	103.66
Group 5	101.78
Group 6	98.05
Group 7	99.74
Group 8	97.10
Group 9	95.24
Group 10	91.40
Group 11	85.94
Group 12	87.66
Group 13	88.24
Group 14	80.02
Group 15	68.59
Group 16	64.34
Group 17	92.77
Group 18	63.97
Group 19	97.10
Group 20	94.83
Group 21	81.44
Group 22	94.83

Cranes: Crawler or Truck

100' to 149'	\$0.50 per hour additional to above Crane Rates
150' to 249'	\$0.75 per hour additional to above Crane Rates
250' to 349'	\$1.00 per hour additional to above crane Rates
350' to 450'	\$1.50 per hour additional to above crane Rates

SUPPLEMENTAL BENEFITS

Per Hour:
Groups 1-22

Regular Time \$ 26.15* plus \$ 6.30

* This portion of benefits subject to the same premium as shown for wages.

Non-Worked Holiday Supplemental Benefits:
 \$ 20.80

OVERTIME PAY
 See (D, O) on OVERTIME PAGE

HOLIDAY
 Paid: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE
 Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
 Per Hour:
 (1) year terms at the following wage rates:

Groups 1-22	1st	2nd	3rd
	\$ 44.92	\$ 54.40	\$ 63.88

Supplemental Benefits:

Groups 1-22	
Regular Time	\$ 15.65* plus \$ 6.30

* This portion of benefits is subject to the SAME PREMIUM as shown for overtime wages

9-14 HC

Operating Engineer - Heavy Construction 2 **10/01/2024**

JOB DESCRIPTION Operating Engineer - Heavy Construction 2 **DISTRICT 9**

ENTIRE COUNTIES
 Bronx, Kings, New York, Queens, Richmond

WAGES
 (For Groups 1 - 22, see Operating Engineer - Heavy Construction 1)

Group 23: Cherry Picker (Over 20 tons), Loader (Over 6 yards)

Group 24: Backhoes and Loaders (Up to 37,000lbs), Bulldozers, Scrapers, Turn-A-Pulls, Tugger Hoists, Tractors, Hysters, Roustabout Cranes, Conveyors, Ballast Regulators (Ride On), Track Removal Machine or similar, Motor Graders, Locomotives (10 tons and under), Curb & Gutter Pavers and machines of a similar nature

Group 25: Post Hole Digger, Ditch Winch, Road Finishing Machines, Rollers (5 tons and under, Dual Purpose Trucks, Forklifts, Dempsey Dumpsters, Fireman

Group 26: Service Engineer (Gradalls, Concrete Pumps, Cold Planers Grader)

Group 27: Service Mechanic (Shovels, Draglines, Crawler Cranes, Backhoes, Trenching Machines, Compressors (3 or more in battery)

Group 28: Steam Equipment Operator (Water rigs, steam shovels, power boilers, derrick boats)

WAGES:(per hour) 07/01/2024

Group 23	\$ 87.05
Group 24	84.62
Group 25	80.57
Group 26	76.47
Group 27	54.57
Group 28	80.57

Cranes: Crawler or Truck
 100' to 149' \$0.50 per hour additional to above Crane Rates
 150' to 249' \$0.75 per hour additional to above Crane Rates
 250' to 349' \$1.00 per hour additional to above crane Rates
 350' to 450' \$1.50 per hour additional to above crane Rates

SUPPLEMENTAL BENEFITS
 Per Hour:

Groups 23-28
 Regular Time 31.02* + \$7.40

* This portion of benefits subject to the same OT premium as wages.

Non-Worked Holiday Supplemental Benefits:
 21.87

OVERTIME PAY
 See (D, O) on OVERTIME PAGE

HOLIDAY
 Paid: See (5, 6, 7, 11, 16) on HOLIDAY PAGE
 Overtime: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

REGISTERED APPRENTICES

Per Hour:
 (1) year terms at the following wage rates:

	1st	2nd	3rd	4th
Groups 23-28	\$38.52	\$45.23	\$48.70	\$52.17

Supplemental Benefits:
 Regular Time \$ 16.52* + \$ 7.40

* This portion of benefits subject to same OT premium as wages.

9-15 HC

Operating Engineer - Marine Dredging **10/01/2024**

JOB DESCRIPTION Operating Engineer - Marine Dredging

DISTRICT 4

ENTIRE COUNTIES

Albany, Bronx, Cayuga, Clinton, Columbia, Dutchess, Essex, Franklin, Greene, Jefferson, Kings, Monroe, Nassau, New York, Orange, Oswego, Putnam, Queens, Rensselaer, Richmond, Rockland, St. Lawrence, Suffolk, Ulster, Washington, Wayne, Westchester

WAGES

These wages do not apply to Operating Engineers on land based construction projects. For those projects, please see the Operating Engineer Heavy/Highway Rates. The wage rates below for all equipment and operators are only for marine dredging work in navigable waters found in the counties listed above.

Per Hour:	07/01/2024
CLASS A1 Deck Captain, Leverman, Mechanical Dredge Operator, Licensed Tug Operator 1000HP or more.	\$ 45.26
CLASS A2 Crane Operator (360 swing)	40.33
CLASS B Dozer, Front Loader Operator on Land	To conform to Operating Engineer Prevailing Wage in locality where work is being performed including benefits.
CLASS B1 Derrick Operator (180 swing) Spider/Spill Barge Operator Operator II, Fill Placer, Engineer Chief Mate, Electrician, Chief Welder, Maintenance Engineer, Licensed Boat, Crew Boat Operator	39.14
CLASS B2 Certified Welder	36.84
CLASS C1 Drag Barge Operator, Steward, Mate, Assistant Fill Placer	35.83
CLASS C2	34.68

Boat Operator

CLASS D 28.81
 Shoreman, Deckhand, Oiler,
 Rodman, Scowman, Cook,
 Messman, Porter/Janitor

SUPPLEMENTAL BENEFITS

Per Hour:
 THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes A & B \$ 12.00 plus 7%
 of straight time
 wage, Overtime hours
 add \$ 0.63

All Class C & D \$ 11.75 plus 7%
 of straight time
 wage, Overtime hours
 add \$ 0.50

OVERTIME PAY

See (B2, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 15, 26) on HOLIDAY PAGE

4-25a-MarDredge

Operating Engineer - Survey Crew - Consulting Engineer 10/01/2024

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer **DISTRICT 9**

ENTIRE COUNTIES
 Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Suffolk, Westchester

PARTIAL COUNTIES
 Dutchess: That part in Dutchess County lying South of the North City line of Poughkeepsie.

WAGES
 Feasibility and preliminary design surveying, any line and grade surveying for inspection or supervision of construction.

Per hour: 07/01/2024
 Survey Classifications

Party Chief \$ 49.39
 Instrument Man 40.96
 Rodman 35.63

SUPPLEMENTAL BENEFITS

Per Hour:
 All Crew Members: \$ 23.75

OVERTIME PAY

OVERTIME:.... See (B, E*, Q, V) ON OVERTIME PAGE.
 *Double-time paid on the 9th hour on Saturday.

HOLIDAY

Paid: See (5, 6, 7, 11, 16) on HOLIDAY PAGE
 Overtime: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

9-15dconsult

Painter 10/01/2024

JOB DESCRIPTION Painter **DISTRICT 8**

ENTIRE COUNTIES
 Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Suffolk, Westchester

WAGES
 Per hour: 07/01/2024 05/01/2025
 Additional

Brush 52.86* \$ 2.62**

Abatement/Removal of lead based or lead containing paint on materials to be repainted.	52.86*
Spray & Scaffold	\$ 55.86*
Fire Escape	55.86*
Decorator	55.86*
Paperhanger/Wall Coverer	55.09*

*Subtract \$ 0.10 to calculate premium rate.

** To be allocated at a later date.

SHIFT WORK

Counties of Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Suffolk, and Westchester; Agency/Government mandated off-shift work to be paid at time and one-half the hourly wage.

SUPPLEMENTAL BENEFITS

Per hour:

Paperhanger	\$ 36.73
All others	34.31
Premium	38.28**

**Applies only to "All others" category, not paperhanger journeyworker.

OVERTIME PAY

See (A, E, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

One (1) year terms at the following wage rate.

Per hour:	07/01/2024
Appr 1st term...	\$ 20.22*
Appr 2nd term...	25.93*
Appr 3rd term...	31.61*
Appr 4th term...	42.40*

*Subtract \$ 0.10 to calculate premium rate.

Supplemental benefits:

Per Hour:	
Appr 1st term...	\$ 16.89
Appr 2nd term...	20.95
Appr 3rd term...	24.10
Appr 4th term...	30.57

8-NYDC9-B/S

Painter

10/01/2024

JOB DESCRIPTION Painter

DISTRICT 8

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

PARTIAL COUNTIES

Nassau: Atlantic Beach, Ceaderhurst, East Rockaway, Hewlett, Hewlett Bay, Hewlett Neck, Hewlett Park, Inwood, Lawrence, Lido Beach, Long Beach, parts of Lynbrook, parts of Oceanside, parts of Valley Stream, and Woodmere. Starting on South side of Sunrise Hwy in Valley Stream running east to Windsor and Rockaway Ave, Rockville is the boundary line up to Lawson Blvd, turning right going west all the above territory. Starting at Union Turnpike & Lakeville Rd going north to northern Blvd. the west side of Lakeville Rd to Northern Blvd. At Northern Blvd doing east the district north of Northern blvd to Port Washington blvd. West of Port Washington blvd to St. Francis Hospital then north of first traffic light to Port Washington & Sands Point, Manor Haven, & Harbour Acres.

WAGES

Per hour:	07/01/2024
Drywall Taper	\$ 57.44

SUPPLEMENTAL BENEFITS

Per Hour:	
Journeyworker:	\$ 25.29

OVERTIME PAY

See (A, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (4, 6, 8, 11, 18, 19, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:

1st term	\$ 22.30
2nd term	28.99
3rd term	34.67
4th term	46.05

Supplemental Benefits per hour:

1st term	\$ 14.35
2nd term	19.83
3rd term	20.93
4th term	23.12

8-NYC9-1974-DWT

Painter - Bridge & Structural Steel

10/01/2024

JOB DESCRIPTION Painter - Bridge & Structural Steel

DISTRICT 8

ENTIRE COUNTIES

Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES

Per Hour:

STEEL:

Bridge Painting: 07/01/2024
\$ 56.00
+ 10.35*

ADDITIONAL \$7.00 per hour for POWER TOOL/SPRAY, whether straight time or overtime.

NOTE: All premium wages are to be calculated on base rate per hour only.

* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (50 hour cap).

NOTE: Generally, for Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

SHIFT WORK

When directly specified in public agency or authority contract documents for an employer to work a second shift and works the second shift with employees other than from the first shift, all employees who work the second shift will be paid 10% of the base wage shift differential in lieu of overtime for the first eight (8) hours worked after which the employees shall be paid at time and one half of the regular wage rate. When a single irregular work shift is mandated in the job specifications or by the contracting agency, wages shall be paid at time and one half for single shifts between the hours of 3pm-11pm or 11pm-7am.

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker:

\$ 12.43
+ 31.55*

* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (50 hour cap).

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (4, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage - Per hour:

Apprentices: (1) year terms.

1st year	\$ 22.40 + 4.14
2nd year	\$ 33.60 + 6.21
3rd year	\$ 44.80 + 8.28
Supplemental Benefits - Per hour:	
1st year	\$ 1.16 + 12.62
2nd year	\$ 7.46 + 18.93
3rd year	\$ 9.94 + 25.24

NOTE: All premium wages are to be calculated on base rate per hour only.

8-DC-9/806/155-BrSS

Painter - Metal Polisher

10/01/2024

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, Schuylar, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

	07/01/2024
Metal Polisher	\$ 39.33
Metal Polisher*	40.43
Metal Polisher**	43.33

*Note: Applies on New Construction & complete renovation

** Note: Applies when working on scaffolds over 34 feet.

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2024

Journeyworker:

All classification \$ 12.79

OVERTIME PAY

See (B, E, P, T) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One (1) year term at the following wage rates:

	07/01/2024
1st year	\$ 19.67
2nd year	21.63
3rd year	23.60
1st year*	\$ 22.06
2nd year*	22.07
3rd year*	24.14

1st year**	\$ 22.17
2nd year**	24.13
3rd year**	26.10

*Note: Applies on New Construction & complete renovation

** Note: Applies when working on scaffolds over 34 feet.

Supplemental benefits:

Per hour:

1st year	\$ 8.69
2nd year	8.69
3rd year	8.69

8-8A/28A-MP

Plasterer

10/01/2024

JOB DESCRIPTION Plasterer

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per hour:

	07/01/2024	08/01/2024
Building:		
Plasterer/Traditional & Spraying Fireproofing	\$ 47.72 + \$5.00*	\$ 47.99 + \$5.62*

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 25.35	\$ 26.10
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OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

*This portion is not subjected to OT premiums.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

	07/01/2024	08/01/2024
Wages:		
(Per hour)		
800 hours term:		
1st term	\$ 19.30 + 0.68*	\$ 19.44+ 0.68*
2nd term	22.53 + 0.81*	22.69+ 0.81*
3rd term	25.79 + 0.95*	25.98+ 0.95*

*This portion is not subjected to OT premiums.

Supplemental Benefits:

(Per hour):

(800) hours term:

1st term	\$ 11.59	\$ 11.95
2nd term	12.02	12.44
3rd term	12.52	13.08

9-262

Plumber

10/01/2024

JOB DESCRIPTION Plumber

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:

07/01/2024

Plumber \$ 74.95

Temporary Service** \$ 60.04

** Temporary Service- Includes Maintenance of cooling & heating apparatus, maintenance work on pneumatic systems during the construction period, and work on temporary heat. All hours paid at straight time, including holidays.

**THERE ARE NO HELPERS UNDER THIS CLASSIFICATION.

On tower work, bridges, elevated highway, or buildings, where pipe is being installed, fifty (50) or more feet vertically in a free drop from its base, an additional \$1.00 per hour.

SHIFT WORK

Shift work, when directly specified in public agency or authority contract documents, and continues for a period of not less than ten (10) consecutive work days. A shift shall consist of seven(7) hours with one-half (1/2) hour for lunch after the first four (4) hours of each shift. A premium of thirty percent (30%) for wages and supplemental benefits on shift work performed Monday through Friday on the 4 P.M. and midnight shifts.

For shift work performed on weekends the shift premium shall be fifty percent (50%) of wages and supplemental benefits.

For shift work performed on holidays designated below, double time wages and supplemental benefits shall be paid. Also noted that the normal workday Monday through Friday 8:00 A.M. to 3:00 P.M. is not considered shift work, and therefore not subject to shift premium.

SUPPLEMENTAL BENEFITS

Per hour:

Plumber \$ 43.00

Temporary Service \$ 34.32

OVERTIME PAY

See (C, *D, O, V) on OVERTIME PAGE

*Where the plumbing contract price is one and one half million dollars (\$1,500,000.00) or less, code D applies.

HOLIDAY

Plumber
 Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE.
 Repairs & Maintenance
 Paid: See (1) on HOLIDAY PAGE.
 Overtime: See (5, 6, 25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages per hour:

(1/2) year terms at the following wage:

1st	2nd	3rd&4th	5th&6th	7th&8th	9th	10th
\$ 19.00	\$ 21.00	\$ 30.22	\$ 32.32	\$ 35.17	\$ 36.57	\$ 48.64

Supplemental Benefits:

(1/2) year term at the following dollar amount:

1st	2nd	3rd-10th
\$ 5.43	\$ 6.43	\$ 22.73

9-1 Const

Plumber - Pump & Tank: Oil Trades Installation & Maintenance

10/01/2024

JOB DESCRIPTION Plumber - Pump & Tank: Oil Trades Installation & Maintenance

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:

07/01/2024

Pump & Tank \$ 73.00

SUPPLEMENTAL BENEFITS

Per hour:

Plumber \$ 32.81

OVERTIME PAY

Pump & Tank See (B, F, H) on OVERTIME PAGE.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE.

Overtime: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE.

9-1-P&T

Plumber - Repairs & Maintenance

10/01/2024

JOB DESCRIPTION Plumber - Repairs & Maintenance

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:

Repairs & Maintenance 07/01/2024
\$ 48.20

*Repair & Maintenance work is any repair and/or replacement of present plumbing system that does not change existing roughing or water supply lines. Projects regardless of work type which have approved plans and specifications wherein the plumbing exceeds \$725,000 are excluded.

SUPPLEMENTAL BENEFITS

Per hour:

Repair \$ 21.36
Maintenance

OVERTIME PAY

Repairs & Maintenance See (B, H) on OVERTIME PAGE.

HOLIDAY

Repairs & Maintenance

Paid: See (1) on HOLIDAY PAGE.

Overtime: See (5, 6, 25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Note: The Repairs & Maintenance Category has NO Apprentices.

9-1 R&M

Roofer

10/01/2024

JOB DESCRIPTION Roofer

DISTRICT 9

ENTIRE COUNTIES

Bronx, Dutchess, Kings, New York, Orange, Putnam, Queens, Richmond, Rockland, Sullivan, Ulster, Westchester

WAGES

Per Hour: 07/01/2024

Roofer/Waterproofer \$ 48.50
+ \$7.00*

* This portion is not subjected to overtime premiums.

Note: Abatement/Removal of Asbestos containing roofs and roofing material is classified as Roofer.

SUPPLEMENTAL BENEFITS

Per Hour: \$ 31.87

OVERTIME PAY

See (B, H) on OVERTIME PAGE

Note: An observed holiday that falls on a Sunday will be observed the following Monday.

HOLIDAY

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year term apprentices indentured prior to 01/01/2023

	1st	2nd	3rd	4th
	\$ 16.97	\$ 24.25	\$ 29.10	\$ 36.37
		+ 3.50*	+ 4.20*	+ 5.26*

Maintenance of Fans 48.87
 Temporary Operation

SUPPLEMENTAL BENEFITS

Per Hour:

Sheetmetal Worker \$ 53.25

Maintenance Worker 53.25

OVERTIME PAY

See (B, E, E2, Q, V) on OVERTIME PAGE

For Maintenance See Codes B,E, Q & V

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Per Hour:Wages

Six(6) Month Terms As Follows:

1st & 2nd Term \$ 21.26
 3rd & 4th Term 27.39
 5th & 6th Term 33.52
 7th & 8th Term 42.75
 9th Term 48.55

Per Hour: Supplemental Benefits

1st & 2nd Term \$ 19.66
 3rd & 4th Term 26.73
 5th & 6th Term 31.57
 7th & 8th Term 38.78
 9th Term 43.62

4-28

Steamfitter

10/01/2024

JOB DESCRIPTION Steamfitter

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour: 07/01/2024 01/01/2025

AC Service/Heat Service \$ 46.10 Additional
 & Refrigeration \$1.25/Hr.*

(*)To be allocated at a later date.

Refrigeration, A/C, Oil Burner and Stoker Service and Repair.

NOTE: Refrigeration Compressor installation. (Not to exceed 5 Hp combined on any one project).

NOTE: Air / Heating Compressor installation.(Not to exceed 15 tons combined on any one project).

SUPPLEMENTAL BENEFITS

Per Hour Worked:

AC Service/Heat Service \$ 20.96
 & Refrigeration

Per hour Paid: \$ 17.65

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Overtime: See (5, 6, 11, 15, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

1 year terms
 Wages per hour:

1st Term	\$ 22.31
2nd Term	26.94
3rd Term	31.38
4th Term	37.90

Benefits per hour worked:

1st Term	\$ 14.44
2nd Term	16.78
3rd Term	17.41
4th Term	19.44

Benefits per hour paid:

1st Term	\$ 11.38
2nd Term	13.72
3rd Term	14.35
4th Term	16.38

4-638B-StmFtrRef

Steamfitter

10/01/2024

JOB DESCRIPTION Steamfitter

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour:	07/01/2024	10/1/2024	03/31/2025
Sprinkler/Steam AC/Heat Fitter	\$ 69.11	Additional \$0.75/Hr*	Additional \$0.75/Hr*
Temporary Heat & AC Fitter	52.54	Additional \$0.75/Hr*	Additional \$0.75/Hr*

(*)To be allocated at a later date.

SHIFT WORK

Add 15% to Hourly Wage for "Contracting Agency" Mandated Off Shift Work.

Add 15% to Hourly Supplemental Benefit for "Contracting Agency" Mandated Off Shift Work.

SUPPLEMENTAL BENEFITS

Per Hour:

Sprinkler/Steam Fitter	\$ 53.49
Temporary Heat & AC Fitter	43.67

OVERTIME PAY

Note: The posted overtime rates are applicable after 8 hours plus Saturday, Sunday and Holidays:

Per Hour:

Sprinkler/Steam	WAGES \$ 138.22	SUPPLEMENTAL BENEFIT \$ 105.99
Temp Heat/AC	WAGES \$ 105.08	SUPPLEMENTAL BENEFIT \$ 85.35

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 11, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

1 year Terms at the Following:

WAGES per hour:

1st Term \$ 27.98	2nd Term \$ 34.96	3rd Term \$ 41.94	4th Term \$ 48.92	5th Term \$ 55.90
SUPPLEMENTAL BENEFIT per hour:				
1st Term \$ 21.80	2nd Term \$ 27.05	3rd Term \$ 32.28	4th Term \$ 37.53	5th Term \$ 42.76
Premium Time SUPPLEMENTAL BENEFIT Amounts:				
\$ 43.60	\$ 54.10	\$ 64.56	\$ 75.06	\$ 85.52

4-638A-StmSpFtr

Teamster - Heavy Construction **10/01/2024**

JOB DESCRIPTION Teamster - Heavy Construction

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per Hour:

Dump Trucks/Drivers (Debris Removal, Street Level and below)
 07/01/2024

Dump Trucks	\$ 44.165
Tractor Trailers	47.315
Euclid/Turnapull	47.88

SUPPLEMENTAL BENEFITS

Per Hour:

Dump Trucks	\$ 59.1525
All Others	56.9025
Up to 40 Hours Worked	

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

Note: Employees receive 2 hours of Holiday Pay for each day worked in holiday week (not to exceed 8 hours)

Note: Employees receive 5 1/3 hours of Holiday Pay for each day worked in Thanksgiving Holiday Week.

4-282

Welder **10/01/2024**

JOB DESCRIPTION Welder

DISTRICT 1

ENTIRE COUNTIES

Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuylar, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

Per hour 07/01/2024

Welder: To be paid the same rate of the mechanic performing the work.*

*EXCEPTION: If a specific welder certification is required, then the 'Certified Welder' rate in that trade tag will be paid.

OVERTIME PAY

HOLIDAY

1-As Per Trade

Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

- (AA) Time and one half of the hourly rate after 7 and one half hours per day
- (A) Time and one half of the hourly rate after 7 hours per day
- (B) Time and one half of the hourly rate after 8 hours per day
- (B1) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday.
Double the hourly rate for all additional hours
- (B2) Time and one half of the hourly rate after 40 hours per week
- (C) Double the hourly rate after 7 hours per day
- (C1) Double the hourly rate after 7 and one half hours per day
- (D) Double the hourly rate after 8 hours per day
- (D1) Double the hourly rate after 9 hours per day
- (E) Time and one half of the hourly rate on Saturday
- (E1) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
- (E2) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E3) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- (E4) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E5) Double time after 8 hours on Saturdays
- (F) Time and one half of the hourly rate on Saturday and Sunday
- (G) Time and one half of the hourly rate on Saturday and Holidays
- (H) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- (I) Time and one half of the hourly rate on Sunday
- (J) Time and one half of the hourly rate on Sunday and Holidays
- (K) Time and one half of the hourly rate on Holidays
- (L) Double the hourly rate on Saturday
- (M) Double the hourly rate on Saturday and Sunday
- (N) Double the hourly rate on Saturday and Holidays
- (O) Double the hourly rate on Saturday, Sunday, and Holidays
- (P) Double the hourly rate on Sunday
- (Q) Double the hourly rate on Sunday and Holidays
- (R) Double the hourly rate on Holidays
- (S) Two and one half times the hourly rate for Holidays

- (S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- (T) Triple the hourly rate for Holidays
- (U) Four times the hourly rate for Holidays
- (V) Including benefits at SAME PREMIUM as shown for overtime
- (W) Time and one half for benefits on all overtime hours.
- (X) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

Holiday Codes

PAID Holidays:

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- (1) None
- (2) Labor Day
- (3) Memorial Day and Labor Day
- (4) Memorial Day and July 4th
- (5) Memorial Day, July 4th, and Labor Day
- (6) New Year's, Thanksgiving, and Christmas
- (7) Lincoln's Birthday, Washington's Birthday, and Veterans Day
- (8) Good Friday
- (9) Lincoln's Birthday
- (10) Washington's Birthday
- (11) Columbus Day
- (12) Election Day
- (13) Presidential Election Day
- (14) 1/2 Day on Presidential Election Day
- (15) Veterans Day
- (16) Day after Thanksgiving
- (17) July 4th
- (18) 1/2 Day before Christmas
- (19) 1/2 Day before New Years
- (20) Thanksgiving
- (21) New Year's Day
- (22) Christmas
- (23) Day before Christmas
- (24) Day before New Year's
- (25) Presidents' Day
- (26) Martin Luther King, Jr. Day
- (27) Memorial Day
- (28) Easter Sunday

(29) Juneteenth

New York State Department of Labor - Bureau of Public Work
State Office Building Campus
Building 12 - Room 130
Albany, New York 12226

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

This Form Must Be Typed

Submitted By:

(Check Only One) Contracting Agency Architect or Engineering Firm Public Work District Office Date: _____

A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address (Check if new or change)

Telephone _____ Fax _____

E-Mail: _____

2. NY State Units (see Item 5).

- | | |
|---|--|
| <input type="checkbox"/> 01 DOT | <input type="checkbox"/> 07 City |
| <input type="checkbox"/> 02 OGS | <input type="checkbox"/> 08 Local School District |
| <input type="checkbox"/> 03 Dormitory Authority | <input type="checkbox"/> 09 Special Local District, i.e.,
Fire, Sewer, Water District |
| <input type="checkbox"/> 04 State University
Construction Fund | <input type="checkbox"/> 10 Village |
| <input type="checkbox"/> 05 Mental Hygiene
Facilities Corp. | <input type="checkbox"/> 11 Town |
| <input type="checkbox"/> 06 OTHER N.Y. STATE UNIT | <input type="checkbox"/> 12 County |
| | <input type="checkbox"/> 13 Other Non-N.Y. State
(Describe) |

3. SEND REPLY TO (check if new or change)
Name and complete address: _____

Telephone _____ Fax _____

E-Mail: _____

4. SERVICE REQUIRED. Check appropriate box and provide project information.

- New Schedule of Wages and Supplements.
APPROXIMATE BID DATE : _____
- Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR THIS PROJECT : _____

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title _____
Description of Work _____

Contract Identification Number _____
Note: For NYS units, the OSC Contract No. _____

6. Location of Project:
 Location on Site _____
 Route No/Street Address _____
 Village or City _____
 Town _____
 County _____

7. Nature of Project - Check One:

1. New Building
 2. Addition to Existing Structure
 3. Heavy and Highway Construction (New and Repair)
 4. New Sewer or Waterline
 5. Other New Construction (Explain)
 6. Other Reconstruction, Maintenance, Repair or Alteration
 7. Demolition
 8. Building Service Contract

8. OCCUPATION FOR PROJECT :

- | | |
|---|--|
| <input type="checkbox"/> Construction (Building, Heavy Highway/Sewer/Water) | <input type="checkbox"/> Fuel Delivery |
| <input type="checkbox"/> Tunnel | <input type="checkbox"/> Guards, Watchmen |
| <input type="checkbox"/> Residential | <input type="checkbox"/> Janitors, Porters, Cleaners, Elevator Operators |
| <input type="checkbox"/> Landscape Maintenance | <input type="checkbox"/> Moving furniture and equipment |
| <input type="checkbox"/> Elevator maintenance | <input type="checkbox"/> Trash and refuse removal |
| <input type="checkbox"/> Exterminators, Fumigators | <input type="checkbox"/> Window cleaners |
| <input type="checkbox"/> Fire Safety Director, NYC Only | <input type="checkbox"/> Other (Describe) |

9. Does this project comply with the Wicks Law involving separate bidding? YES NO

10. Name and Title of Requester _____

Signature _____



NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - Debarment List

**LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE
AWARDED ANY PUBLIC WORK CONTRACT**

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements;
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements.

The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = New York State Department of Labor; NYC = New York City Comptroller's Office; AG = New York State Attorney General's Office; DA = County District Attorney's Office.

Debarment Database: To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: <https://apps.labor.ny.gov/EDList/searchPage.do>

For inquiries please call 518-457-5589.

NYS DOL Bureau of Public Work Debarment List 10/18/2024

Article 8

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	****5754	0369 CONTRACTORS, LLC		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL	****5784	A.J.M. TRUCKING, INC.		PO BOX 2064 MONROE NY 10950	02/12/2024	02/12/2029
DOL	NYC		ALL COUNTY SEWER & DRAIN, INC.		7 GREENFIELD DR WARWICK NY 10990	03/25/2022	03/25/2027
DOL	DOL	****8387	AMERICAN PAVING & MASONRY, CORP.		8 FOREST AVE GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	DOL	****8654	AMERICAN PAVING, INC.		8 FORREST AVE. GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	NYC		AMJED PARVEZ		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		ANGELO GARCIA		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL		ANGELO STANCO		8 FOREST AVE. GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	DOL		ANGELO TONDO		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	****4231	ANKER'S ELECTRIC SERVICE, INC.		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL		ANTHONY MONGELLI		PO BOX 2064 MONROE NY 10950	02/12/2024	02/12/2029
DOL	NYC		ARADCO CONSTRUCTION CORP		115-46 132RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL		ARNOLD A. PAOLINI		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC		ARSHAD MEHMOOD		168-42 88TH AVENUE JAMAICA NY 11432	11/20/2019	11/20/2024
DOL	NYC		AVM CONSTRUCTION CORP		117-72 123RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	NYC		AZIDABEGUM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	****8421	B & B DRYWALL, INC		206 WARREN AVE APT 1WHITE PLAINS NY 10603	12/14/2021	12/14/2026
DOL	DOL		B&L RENOVATION CO.		618 OCEAN PARKWAY APT A6BROOKLYN NY 11230	09/17/2020	09/17/2025
DOL	DOL		BERNARD BEGLEY		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	NYC	****2113	BHW CONTRACTING, INC.		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL	****3627	BJB CONSTRUCTION CORP.		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	DOL	****5078	BLACK RIVER TREE REMOVAL, LLC		29807 ANDREWS ROAD BLACK RIVER NY 13032	10/17/2023	10/17/2028
DOL	DOL		BRADLEY J SCHUKA		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	DOL	****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL	****4083	C.P.D. ENTERPRISES, INC		P.O BOX 281 WALDEN NY 12586	03/03/2020	03/03/2025
DOL	DOL	****5161	CALADRI DEVELOPMENT CORP.		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	****3391	CALI ENTERPRISES, INC.		1223 PARK STREET PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	****4155	CASA BUILDERS, INC.	FRIEDLANDER CONSTRUCTI ON	64 N PUTT CONNERS ROAD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	AG	****7247	CENTURY CONCRETE CORP		2375 RAYNOR ST RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	****0026	CHANTICLEER CONSTRUCTION LLC		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	NYC	****2117	CHARAN ELECTRICAL ENTERPRISES		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028
DOL	NYC		CHARLES ZAHRADKA		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025
DOL	DOL		CHRISTOPHER GRECO		26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026

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DOL	DOL		CRAIG JOHANSEN		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL	****3228	CROSS-COUNTY LANDSCAPING AND TREE SERVICE, INC.	ROCKLAND TREE SERVICE	26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL	****7619	DANCO CONSTRUCTION UNLIMITED INC.		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL		DANIEL ROBERT MCNALLY		7 GREENFIELD DRIVE WARWICK NY 10990	03/25/2022	03/25/2027
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		DAVID FRIEDLANDER		64 NORTH PUTT CORNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	NYC		DAVID WEINER		14 NEW DROP LANE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	DOL		DINA TAYLOR		64 N PUTT CONNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	DOL	****5175	EAGLE MECHANICAL AND GENERAL CONSTRUCTION LLC		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	AG		EDWIN HUTZLER		23 NORTH HOWELLS RD BELLPORT NY 11713	08/04/2021	08/04/2026
DOL	DA		EDWIN HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	DOL		EMIL KISZKO		84 DIAMOND ST BROOKLYN NY 11222	07/18/2024	07/18/2029
DOL	DOL	****3298	EMJACK CONSTRUCTION CORP.		84 DIAMOND ST BROOKLYN NY 11222	07/18/2024	07/18/2029
DOL	DOL	****3298	EMJACK CONSTRUCTION LLC		4192 SIR ANDREW CIRCLE DOYLESTOWN PA 18902	07/18/2024	07/18/2029
DOL	DOL		EUGENIUSZ "GINO" KUCHAR		195 KINGSLAND AVE BROOKLYN NY 11222	12/22/2023	12/22/2028
DOL	DA		FREDERICK HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	NYC	****6616	G & G MECHANICAL ENTERPRISES, LLC.		1936 HEMPSTEAD TURNPIKE EAST MEDOW NY 11554	11/29/2019	11/29/2024
DOL	DOL	****2998	G.E.M. AMERICAN CONSTRUCTION CORP.		195 KINGSLAND AVE BROOKLYN NY 11222	12/22/2023	12/22/2028
DOL	NYC		GAYATRI MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DA		GIOVANNA TRAVALJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DA		GIOVANNI NAPOLITANO		2501 BAYVIEW AVENUE WANTAGH NY 11793	02/21/2024	02/21/2029
DOL	DA	****0213	GORILLA CONTRACTING GROUP, LLC		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DA	****4760	GTX CONSTRUCTION ASSOCIATES, CORP		2501 BAYVIEW AVE WANTAGH NY 11793	02/21/2024	02/21/2029
DOL	DOL		HANS RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	****9211	J. WASE CONSTRUCTION CORP.		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		J.M.J CONSTRUCTION		151 OSTRANDER AVENUE SYRACUSE NY 13205	11/21/2022	11/21/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027

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DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	12/12/2022	12/12/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JAMES J. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****7993	JBS DIRT, INC.		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****2435	JEFFEL D. JOHNSON	JMJ7 AND SON	5553 CAIRNSTRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JEFFEL JOHNSON ELITE CARPENTER REMODEL AND CONSTRUCTION		C2 EVERGREEN CIRCLE LIVERPOOL NY 13090	11/21/2022	11/21/2027
DOL	DOL	*****2435	JEFFREY M. JOHNSON	JMJ7 AND SON	5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	NYC		JENNIFER GUERRERO		1936 HEMPSTEAD TURNPIKE EAST MEADOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		JIM PLAUGHER		17613 SANTE FE LINE ROAD WAYNEFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		JMJ7 & SON CONSTRUCTION, LLC		5553 CAIRNS TRAIL LIVERPOOL NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 AND SONS CONTRACTORS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS		7014 13TH AVENUE BROOKLYN NY 11228	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS AND SONS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS, LLC		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JOHN GOCEK		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL		JOHN MARKOVIC		47 MANDON TERRACE HAWTHORN NJ 07506	03/29/2021	03/29/2026
DOL	DOL		JOHN WASE		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		JORGE RAMOS		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	DOL		JOSEPH K. SALERNO		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL		JOSEPH K. SALERNO II		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		JRN CONSTRUCTION CO, LLC		1024 BROADWAY ALBANY NY 12204	11/07/2023	11/07/2028
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028

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DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL		KARIN MANGIN		796 PHELPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	DOL		KATE E. CONNOR		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KEAN INDUSTRIES, LLC		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL	****2959	KELC DEVELOPMENT, INC		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KIMBERLY F. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		KMA GROUP II, INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL	****1833	KMA GROUP INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KMA INSULATION, INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KRIN HEINEMANN		2345 ROUTE 52, SUITE 2N HOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	NYC		KULWANT S. DEOL		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028
DOL	DA	****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	11/07/2023	11/07/2028
DOL	AG	****3291	LINTECH ELECTRIC, INC.		3006 TILDEN AVE BROOKLYN NY 11226	02/16/2022	02/16/2027
DOL	DOL		LOUIS A. CALICCHIA		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	NYC		LUBOMIR PETER SVOBODA		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	NYC		M & L STEEL & ORNAMENTAL IRON CORP.		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	DOL	****2196	MAINSTREAM SPECIALTIES, INC.		11 OLD TOWN RD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 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		MAQSOOD AHMAD		618 OCEAN PKWY BROOKLYN NY 11230	09/17/2020	09/17/2025
DOL	NYC		MARIA NUBILE		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	NYC	****9926	MILLENNIUM FIRE PROTECTION, LLC		325 W. 38TH STREET SUITE 204NEW YORK NY 10018	11/14/2019	11/14/2024
DOL	NYC	****0627	MILLENNIUM FIRE SERVICES, LLC		14 NEW DROP LNE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	DOL	****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	NYC		MUHAMMED A. HASHEM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	NYC		NAMOW, INC.		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	DOL	****7790	NATIONAL BUILDING & RESTORATION CORP		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	****1797	NATIONAL CONSTRUCTION SERVICES, INC		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028

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DOL	NYC		NAVIT SINGH		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		NELCO CONTRACTING, LLC		1024 BROADWAY ALBANY NY 12204	11/07/2023	11/07/2028
DOL	DA		NICHOLAS T. ANALITIS		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	****7429	NICOLAE I. BARBIR	BESTUCCO CONSTRUCTI ON, INC.	444 SCHANTZ ROAD ALLENTOWN PA 18104	09/17/2020	09/17/2025
DOL	NYC	****5643	NYC LINE CONTRACTORS, INC.		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL		PAULINE CHAHALES		935 S LAKE BLVD MAHOPAC NY 10541	03/02/2021	03/02/2026
DOL	DOL		PETER STEVENS		11 OLD TOWN ROAD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DOL		PETER STEVENS		8269 21ST ST BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL	****4168	PHANTOM CONSTRUCTION CORP.		95-27 116TH STREET QUEENS NY 11419	07/12/2024	07/12/2029
DOL	DOL	****4168	PHANTOM CONSTRUCTION CORP.		95-27 116TH STREET QUEENS NY 11419	05/28/2024	05/28/2029
DOL	DOL	****0466	PRECISION BUILT FENCES, INC.		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	NYC		RASHEL CONSTRUCTION CORP		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	****1068	RATH MECHANICAL CONTRACTORS, INC.		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL	****2633	RAW POWER ELECTRIC CORP.		3 PARK CIRCLE MIDDLETOWN NY 10940	07/11/2022	07/11/2027
DOL	DA	****7559	REGAL CONTRACTING INC.		24 WOODBINE AVE NORTHPORT NY 11768	10/01/2020	10/01/2025
DOL	DOL		RICHARD REGGIO		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	DOL		ROBBYE BISSEAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	07/11/2022	07/11/2027
DOL	DOL		RONALD MESSEN		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL	****7172	RZ & AL INC.		198 RIDGE AVENUE VALLEY STREAM NY 11581	06/06/2022	06/06/2027
DOL	DOL		SAL FRESINA MASONRY CONTRACTORS, INC.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		SAL MASONRY CONTRACTORS, INC.		(SEE COMMENTS) SYRACUSE NY 13202	07/16/2021	07/16/2026
DOL	DOL	****9874	SALFREE ENTERPRISES INC		P.O BOX 14 2821 GARDNER RDPOMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		SALVATORE A FRESINA A/K/A SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DOL		SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	NYC	****0349	SAM WATERPROOFING INC		168-42 88TH AVENUE APT.1 AJAMAICA NY 11432	11/20/2019	11/20/2024
DOL	DA	****0476	SAMCO ELECTRIC CORP.		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	NYC	****1130	SCANA CONSTRUCTION CORP.		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025

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DOL	DOL	****2045	SCOTT DUFFIE	DUFFIE'S ELECTRIC, INC.	P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	DOL		SCOTT DUFFIE		P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	DA		SILVANO TRAVAJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DOL	****0440	SOLAR GUYS INC.		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	NYC		SOMATIE RAMSUNAHAI		115-46 132ND ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL	****2221	SOUTH BUFFALO ELECTRIC, INC.		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC	****3661	SPANIER BUILDING MAINTENANCE CORP		200 OAK DRIVE SYOSSET NY 11791	03/14/2022	03/14/2027
DOL	DOL		STANADOS KALOGELAS		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL	****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL	****6844	STEAM PLANT AND CHX SYSTEMS INC.		14B COMMERCIAL AVENUE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL	****9528	STEEL-IT, LLC.		17613 SANTE FE LINE ROAD WAYNESFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL	****3800	SUBURBAN RESTORATION CO. INC.		5-10 BANTA PLACE FAIR LAWN PLACE NJ 07410	03/29/2021	03/29/2026
DOL	DOL	****9150	SURGE INC.		8269 21ST STREET BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL		SYED RAZA		198 RIDGE AVENUE NY 11581	06/06/2022	06/06/2027
DOL	DOL		TARLOK SINGH		95-27 116TH STREET QUEENS NY 11419	05/28/2024	05/28/2029
DOL	DOL		TARLOK SINGH		95-27 116TH STREET QUEENS NY 11419	07/12/2024	07/12/2029
DOL	DOL		TERRY THOMPSON		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL	****9733	TERSAL CONSTRUCTION SERVICES INC		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13208	07/16/2021	07/16/2026
DOL	DOL		TERSAL CONTRACTORS, INC.		221 GARDNER RD P.O BOX 14POMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		TERSAL DEVELOPMENT CORP.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL	****5766	THE COKER CORPORATION	COKER CORPORATION	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		TIMOTHY PERCY		29807 ANDREWS ROAD BLACK RIVER NY 13612	10/17/2023	10/17/2028
DOL	DA	****1050	TRI STATE CONSTRUCTION OF NY CORP.		50-39 175TH PLACE FRESH MEADOWS NY 11365	03/28/2022	03/28/2027
DOL	DA	****4106	TRIPLE H CONCRETE CORP		2375 RAYNOR STREET RONKONOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	****8210	UPSTATE CONCRETE & MASONRY CONTRACTING CO INC		449 WEST MOMBASHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	****6418	VALHALLA CONSTRUCTION, LLC.		796 PHLEPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	NYC	****2426	VICKRAM MANGRU	VICK CONSTRUCTION	21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	NYC		VICKRAM MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DOL		VIKTORIA RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL	****8266	WILLIAM CHRIS MCCLENDON	MCCLENDON ASPHALT PAVING	1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM CHRIS MCCLENDON		1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM G. PROERFRIEDT		85 SPRUCEWOOD ROAD WEST BABYLON NY 11704	01/19/2021	01/19/2026
DOL	DOL	****5924	WILLIAM G. PROPHY, LLC	WGP CONTRACTING, INC.	54 PENTAQUIT AVE BAYSHORE NY 11706	01/19/2021	01/19/2026
DOL	DOL		WILLIAM SCRIVENS		4192 SIR ANDREW CIRCLE DOYELSTOWN PA 18902	07/18/2024	07/18/2029

NYS DOL Bureau of Public Work Debarment List 10/18/2024

Article 8

DOL	DOL		XENOFON EFTHIMIADIS		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
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Construction General Requirements

ALBANY (HEADQUARTERS): 515 Broadway, Albany, NY 12207 | 518-257-3000

BUFFALO: 539 Franklin Street, Buffalo, NY 14202 | 716-566-4400

NEW YORK CITY: 28 Liberty Street, FI 55, New York, NY 10005 | 212-273-5000

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GENERAL REQUIREMENTS for CONSTRUCTION

SECTION 011200 – CONTRACT SUMMARY OF WORK

Section Description: Responsibilities of each contract for the work, coordination for temporary facilities and controls

SECTION 012100 – ALLOWANCES

Section Description: Provisions for cash allowances including lump-sum, unit cost, contingency allowances.

SECTION 012300 – ALTERNATES

Section Description: Administrative and procedural requirements for alternates.

SECTION 012900 – PAYMENT PROCEDURES

Section Description: Administrative requirements for Contractor's Application for Payment

SECTION 013000 – SCHEDULE OF VALUES

SECTION 013100 – PROJECT MANAGEMENT AND COORDINATION

Section Description: Administrative requirements for project meetings; preconstruction, construction kick-off, progress; RFIs and Web sites

SECTION 013200 – PROJECT SCHEDULING AND PROGRESS DOCUMENTATION

Section Description: Contractor's responsibility to coordinate and cooperate with Owner to maintain P6 Project Management (scheduling software); Contractor's reports

SECTION 013300 – SUBMITTAL PROCEDURE

Section Description: Procedures for action and informational submittals including product submittals and submittal schedule

SECTION 014000 – QUALITY AND CODE REQUIREMENTS

Section Description: Administrative and regulatory requirements for Work permit, code compliance certificate and certificate of occupancy; NYS or NYC Statement of Special Inspections and Tests

SECTION 015000 – TEMPORARY FACILITIES AND CONTROLS

Section Description: Temporary utilities and facilities for construction support, security and facility protection

SECTION 016000 – PRODUCT REQUIREMENTS

Section Description: Administrative and procedural requirements for product, material, and equipment selection and handling, warranties and comparable products

SECTION 017329 – CUTTING AND PATCHING

Section Description: Procedural requirements for cutting and patching.

SECTION 017419 – CONSTRUCTION WASTE MANAGEMENT

Section Description: Procedural requirements for construction waste management.

SECTION 017700 – CONTRACT CLOSEOUT REQUIREMENTS

Section Description: Administrative contract closeout requirements including closeout conference, Notice of Substantial Completion, final application for payment and final cleaning

SECTION 017823 – OPERATION AND MAINTENANCE MANUALS

GENERAL REQUIREMENTS for CONSTRUCTION

Section Description: Maintenance and record keeping requirements of operational and maintenance manuals for products and equipment

**Edit out unused related sections in paragraph 1.2B, Edit sections 2.1 and 2.4 to suit contract requirements;*

SECTION 017839 – AS BUILT DOCUMENTS

Section Description: Maintenance and record keeping requirements of as-built drawings, as-built specifications, as-built schedule and other product record documents

GENERAL REQUIREMENTS for CONSTRUCTION

SECTION 011200 - CONTRACT SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The Contract Documents, including but not limited to, the Drawings and Individual Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes a summary of each Contract for the Project, including responsibilities for coordination and temporary facilities and controls.
- B. Specific requirements for the work of each Contract are also indicated in individual Specification Sections and on Drawings for each Contract.
- C. Related Sections:
 - 1. Section 013100 - Project Management and Coordination.
 - 2. Section 013200 - Construction Progress Documentation.
 - 3. Section 015000 - Temporary Facilities and Controls.

1.3 CONTRACTOR'S PROJECT MANAGER

- A. Contractor and each Sub-contractor shall identify a project manager who shall be responsible for coordination between and among each and all contractors and subcontractors for the Project and the Owner.

1.4 COORDINATION ACTIVITIES

- A. Coordination activities of Contractor's project manager include, but are not limited to, the following:
 - 1. Provide overall coordination of the Work.
 - 2. Coordinate use of access shared with other contractors to workspaces and workspaces shared with other contractors.
 - 3. Coordinate product selections for compatibility with either product selected under this Contract and under other contracts for the Project. Identify to Owner and Design Professional incompatibilities between products selected under this Contract and products selected under other contracts for the Project.
 - 4. Provide overall coordination of temporary facilities and controls.
 - 5. Coordinate, schedule, and approve interruptions of permanent and temporary utilities, including those necessary to make connections for temporary services.
 - 6. Coordinate construction and operations of the Work with work performed by each other separate Contract for the Project and the Owner's construction forces.

GENERAL REQUIREMENTS for CONSTRUCTION

7. Prepare Coordinated Composite Drawings, in collaboration with each other contractor for the Project, to coordinate the work of the contracts for the Project.
8. Coordinate sequencing and scheduling of the Work. Include the following:
 - a. Initial Coordination Meeting: At earliest possible date, the Owner will arrange and conduct a meeting with all contractors for the Project for sequencing and coordinating the work of the Project.
9. Provide quality assurance and quality control services specified in Section 014000 – Quality and Code Requirements.
10. Coordinate sequence of activities to accommodate tests and inspections, and coordinate schedule of tests and inspections.
11. Provide information necessary to adjust, move, or relocate existing utility structures affected by construction.
12. Provide progress cleaning of all Contract work areas and coordinate progress cleaning of areas or pieces of equipment where more than one contractor has worked.
13. Coordinate cutting and patching. |
14. Coordinate protection of the Work.
15. Coordinate firestopping. |
16. Coordinate completion of punch list items. |
17. Coordinate preparation of As-built drawings and specifications. |
18. Print and submit all required project turnover documents. |
19. Coordinate preparation of operation and maintenance manuals. |

B. Responsibilities of project manager for construction contract includes coordination for temporary facilities and controls, include, but are not limited to, the following:

1. Provide common-use field office for use by all personnel engaged in construction activities.
2. Provide telephone service for common-use facilities. |

1.5 GENERAL REQUIREMENTS OF CONTRACTS

A. Extent of Contract: Requirements indicated on drawings and in specification sections determine which Contract includes a specific element of the Work of the Contract.

1. The work described in this section for each contract shall be complete systems and assemblies, including products, components, accessories, and installation required by the respective contract documents.
2. Blocking, backing panels, sleeves, and metal fabrication supports for the work of each contract shall be the work of such Contract.
3. Furnishing of access panels for the work of each contract shall be the work of such Contract. Installation of access panels located in the substrate of ceilings, walls and floors shall be the work of the construction contract.
4. Equipment pads for the work of each contract shall be the work of such contract. |
5. Painting for the work of each contract shall be the work of such contract.
6. Cutting and Patching: Each contract shall perform its own cutting and patching. |
7. Firestopping for the work of each contract shall be provided by such contract. |

GENERAL REQUIREMENTS for CONSTRUCTION

- B. Redundant with Section 13200 Substitutions: Each contractor's project manager shall cooperate with all other contractor's project managers involved to coordinate approved substitutions with remainder of the work of the Project.
- C. Temporary Facilities and Controls: In addition to specific responsibilities for temporary facilities and controls indicated in this Section and in Section 015000 - Temporary Facilities and Controls, Contractor is responsible for the following:
 - 1. Installation, operation, maintenance, and removal of each temporary facility necessary for its own normal construction activity, and costs and use charges associated with each facility, except as otherwise provided for in this Section 011200.
 - 2. Plug-in electric power cords and extension cords, supplementary plug-in task lighting, and special lighting necessary exclusively for its own activities.
 - 3. Its own storage and fabrication sheds.
 - 4. Temporary enclosures for its own construction activities.
 - 5. Staging and scaffolding for its own construction activities.
 - 6. General hoisting facilities for its own construction activities.
 - 7. Waste disposal facilities, including collection and legal disposal of its own hazardous, dangerous, unsanitary, or other harmful waste materials.
 - 8. Progress cleaning of work areas affected by its operations on a daily basis.
 - 9. Secure lockup of its own tools, materials, and equipment.
 - 10. Construction aids and miscellaneous services and facilities necessary exclusively for its own construction activities.

1.6 GENERAL CONSTRUCTION WORK

- A. Work in the General Construction Contract includes, but is not limited to, the following:
 - 1. Remaining work not identified as work under other contracts.
 - 2. Selective demolition.
 - 3. Roofing, including coverings, flashings, shingles, and pavers.
- B. Temporary facilities and controls in the General Construction Contract include, but are not limited to, the following:
 - 1. Temporary facilities and controls that are not otherwise specifically assigned to other contracts.
 - 2. Unpiped temporary toilet fixtures, wash facilities, and drinking water facilities, including disposable supplies.
 - 3. Project identification and temporary signs.
 - 4. General waste disposal facilities.
 - 5. Temporary stairs.
 - 6. Temporary fire-protection facilities.
 - 7. Barricades, warning signs, and lights.
 - 8. Site enclosure fence.
 - 9. Covered walkways.
 - 10. Security enclosure and lockup.
 - 11. Environmental protection.

GENERAL REQUIREMENTS for CONSTRUCTION

1.7 ELECTRICAL CONTRACT WORK

- A. Temporary facilities and controls in the Electrical Contract include, but are not limited to, the following:
1. Electric power service and distribution.
 2. Lighting, including site lighting.
 3. Electrical connections to existing systems and temporary facilities and controls furnished by other contracts.

1.8 CCNY Shepard Hall – Roof Replacement

- A. Work in the CCNY Shepard Hall – Roof Replacement Contract includes, but is not limited to, the following:
1. Replacement of slate shingle roofs with new slate shingles, underlayment and associated metal flashings with new lead-coated copper flashings.
 2. Recovery of existing sheet metal lined slate roof gutters with fluid applied membrane and flashings and new lead-coated copper counterflashings.
 3. Replacement of existing ballasted built-up roofs with fluid applied membrane, rigid insulation, drainage mat and pavers.
 4. Recovery of existing sheet metal lined roofs with fluid applied membrane and flashings and new lead-coated copper counterflashings.
 5. Replacement of existing ballasted built-up roofs at north and south wings with pvc roofing system.
 6. Replacement or refurbishment of existing roof drains.
 7. Abatement of asbestos-containing waterproofing / mastics at some of the slate roofs.
 8. Localized re-pointing of open masonry joints and replacement of deteriorated sealant joints at GFRC.
- B. Temporary facilities and controls in the CCNY Shepard Hall – Roof Replacement Contract include, but are not limited to, the following:
1. **<Insert requirements for temporary facilities and controls>. |**

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011200

GENERAL REQUIREMENTS for CONSTRUCTION

SECTION 012100 – ALLOWANCES (UNIT-COST ITEMS)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The Contract Documents, including but not limited to, the Drawings and Individual Specification Sections, Notice to Proceed and Allowance Allocation Form apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements governing allowances.
 - 1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when direction will be provided to the Contractor.
- B. Types of allowances include the following:
 - 1. Procurement Exemption (Lump-sum) allowances.
 - 2. Quantity of Work (Unit-cost) allowances.
 - 3. Quantity of Funds (Contingency) allowances.
- C. Related Sections:
 - 1. General Conditions, Article 7 – Changes in the Work.
 - 2. General Conditions, Article 8 – Payment.
 - 3. Section 012900 – Payment Procedures.
 - 4. Section 013300 – Submittal Procedure.
 - 5. Individual Specification Sections for items of Work covered by allowances.

1.3 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, advise the Owner of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
- B. At the Owner's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by the Design Professional from the designated supplier.

GENERAL REQUIREMENTS for CONSTRUCTION

1.4 SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.
- B. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- C. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.
- D. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.5 COORDINATION

- A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.
- B. The Contractor shall include the dollar value of each scheduled allowance number as a separate line item in the Schedule of Values and identify each allowance with Section number 012100.
- C. The Owner shall provide the Contractor with the Notice to Proceed, and request the Contractor to sign an Allowance Allocation form, prior to proceeding with the Work of an allowance.

1.6 PAYMENT

- A. Refer to Section 012900 – Payment Procedures, for processing an Application for Payment.
- B. The Contractor shall include a copy of the approved Allowance Allocation form issued by the Owner, with the Application for Payment, for payment of lump sum or unit cost allowance work.
- C. The Contractor shall complete and provide an Allowance Allocation form, provided by the Owner, and supporting documentation in accordance with General Conditions, Article 7 – Changes in the Work for payment of a contingency allowance.

1.7 LUMP-SUM AND QUANTITY OF WORK [UNIT-COST] ALLOWANCES

- A. Allowance shall include cost to the Contractor of specific products and materials ordered by the Owner or selected by the Design Professional under allowance and shall include taxes, freight, and delivery to the Project site.
- B. The Contractor's costs for receiving and handling at the Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by the Owner selected by **the** Design Professional under allowance shall be included as part of the Contract Sum and not part of the allowance.

GENERAL REQUIREMENTS for CONSTRUCTION

1.8 QUANTITY OF FUNDS [CONTINGENCY] ALLOWANCES

- A. Use the quantity of funds [contingency] allowance only as directed by the Owner for the Owner's purposes and only by Change Orders in accordance with General Conditions, Article 7 – Changes in the Work that indicate amounts to be charged to the allowance.
- B. The Contractor's overhead, profit, and related costs for products and equipment ordered by the Owner under the contingency allowance are included in the allowance and are not part of the Contract Sum. These costs include delivery, installation, taxes, insurance, equipment rental, and similar costs.
- C. Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and overhead and profit margins in accordance with General Conditions, Article 7.
- D. At Project closeout, the unused amounts remaining in the contingency allowance shall be credited to the Owner by Change Order.

1.9 ADJUSTMENT OF ALLOWANCES

- A. Allowance Adjustment: To adjust allowance amounts and scope of Work, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
 - 1. Include installation costs in purchase amount only where indicated as part of the allowance.
 - 2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.
 - 3. Submit substantiation of a change in scope of work, if any, claimed in Change Orders related to unit-cost allowances.
 - 4. The Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.
 - 5. No change to the Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

GENERAL REQUIREMENTS for CONSTRUCTION

3.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES (UNIT-PRICE ITEMS)

ITEM NO.	ITEM DESCRIPTION AND MEASUREMENTS
1	CON 01: Concrete Deck Spall Repair indicated in the Contract Drawings and as indicated in Section 030100 Concrete Restoration. Units: SF Quantity: 605
2	DEK 01: Plywood Decking Assembly Over Terracotta Deck indicated in the Contract Drawings and as indicated in Section 061000 Rough Carpentry. Units: SF Quantity: 1,380
3	DEM 03: Removal of Plywood Sheathing, Sleepers and Insulation indicated in the Contract Drawings and as indicated in Section 024119 Selective Demolition. Units: SF Quantity: 1,380
4	DRN 03: Drain Refurbishment at Sheet Metal Roofs / Gutters indicated in the Contract Drawings and as indicated in Sections 075600 Fluid Applied Roofing and 221426 Drains. Units: EA Quantity: 2
5	DRN 04: Drain Refurbishment and Flashing at IRMA Roof indicated in the Contract Drawings and as indicated in Sections 075600 Fluid Applied Roofing and 221426 Drains. Units: EA Quantity: 10
6	DRN 05: Drain Refurbishment and Flashing at PVC Roof indicated in the Contract Drawings and as indicated in Sections 075600 Fluid Applied Roofing and 221426 Drains. Units: EA Quantity: 10
7	FIL 01: Negative Slope Deck Repair Fill indicated in the Contract Drawings and as indicated in Section 030100 Concrete Restoration. Units: SF Quantity: 205
8	FLA 09: Flashing at Slate Roof Gutter Vent Curb (FLA 09) indicated in the Contract Drawings and as indicated in Section 075600 Fluid Applied Roofing. Units: EA Quantity: 3

GENERAL REQUIREMENTS for CONSTRUCTION

ITEM NO.	ITEM DESCRIPTION AND MEASUREMENTS
9	<p>FLA 13: Flashing at IRMA Roof Pipe Penetration indicated in the Contract Drawings and as indicated in Section 075600 Fluid Applied Roofing.</p> <p>Units: EAQuantity: 1</p>
10	<p>FLA 16: Flashing at IRMA Roof Conduits indicated in the Contract Drawings and as indicated in Section 075600 Fluid Applied Roofing.</p> <p>Units: EAQuantity: 1</p>
11	<p>FLA 17: Flashing at IRMA Roof Irregular Shape Penetration indicated in the Contract Drawings and as indicated in Section 075600 Fluid Applied Roofing.</p> <p>Units: EAQuantity: 1</p>
12	<p>FLA 21: Flashing at PVC Roof Irregular Shape Penetration indicated in the Contract Drawings and as indicated in Section 075600 Fluid Applied Roofing.</p> <p>Units: EAQuantity: 5</p>
13	<p>GFC 03: GFRC Spall Repair indicated in the Contract Drawings and as indicated in Section 034900 Glass-fiber Reinforced Concrete.</p> <p>Units: EAQuantity: 5</p>
14	<p>GFC 04: GFRC Replacement: Pier Quoins indicated in the Contract Drawings and as indicated in Section 034900 Glass-fiber Reinforced Concrete.</p> <p>Units: EAQuantity: 10</p>
15	<p>JNT 03: Joint Sealant Replacement at Skylight indicated in the Contract Drawings and as indicated in Section 079200 Joint Sealants.</p> <p>Units: LF Quantity: 300</p>
16	<p>PNT 01: Pointing at Masonry indicated in the Contract Drawings and as indicated in Section 040513 Masonry Mortar.</p> <p>Units: LF Quantity: 3,000</p>
17	<p>SHM 01: Sheet Metal Seam Repair indicated in the Contract Drawings and as indicated in Section 076200 Flashing.</p> <p>Units: LF Quantity: 150</p>
18	<p>SKL 01: Cracked Skylight Glass Replacement indicated in the Contract Drawings and as indicated in Section 086300 Skylights.</p> <p>Units: EAQuantity: 5</p>

GENERAL REQUIREMENTS for CONSTRUCTION

ITEM NO.	ITEM DESCRIPTION AND MEASUREMENTS
19	SLT 02: Slate Shingle Replacement at Great Hall Roof indicated in the Contract Drawings and as indicated in Section 073126 Slate Shingles. Units: EA Quantity: 10
20	TRC 01: Terracotta Deck Spall Repair indicated in the Contract Drawings and as indicated in Section 030100 Concrete Restoration. Units: SF Quantity: 1,380
21	TRC 02: Terracotta Crack Repair indicated in the Contract Drawings and as indicated in Section 040130 Terracotta. Units: LI Quantity: 25
22	TRC 03: Terracotta Spall Repair indicated in the Contract Drawings and as indicated in Section 040130 Terracotta. Units: SI Quantity: 25

END OF SECTION 012100

GENERAL REQUIREMENTS for CONSTRUCTION

SECTION 012300 - ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The Contract Documents, including but not limited to, the Drawings and Individual Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for alternates.

1.3 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Documents that may be added to or deducted from the base bid amount if the Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - 1. Alternates described in this Section are part of the Work only if enumerated in the Contract.
 - 2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES

- A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.
- C. Execute accepted alternates under the same conditions as other Work of the Contract.
- D. Schedule: A schedule of alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

GENERAL REQUIREMENTS for CONSTRUCTION

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 [SCHEDULE OF ALTERNATES

- A. Alternate No. <1>: <JNT 01 > [**Sealant Joint Replacement as indicated on Sheet A-606.00 and specified in Specification Section "079200"**].
- B. Alternate No. <1>: <JNT 02 > [**Sealant Joint Replacement / Pointing at GFRC Stone as indicated on Sheet A-606.00 and specified in Specification Section "079200"**]
- C. Alternate No. <1>: <PNT 01 > [**Stone Masonry Mortar Joint Repointing as indicated on Sheet A-607.00 and as specified in Specification Section "040513"**].]

END OF SECTION 012300

GENERAL REQUIREMENTS for CONSTRUCTION

SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The Contract Documents, including but not limited to, the Drawings and Individual Specification Sections, Schedule of Values, Contractor Pencil Copy and Application for Payment, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections:
 - 1. General Conditions, Article 8 - Payment, for requirements governing provisions for payment.
 - 2. General Conditions, Article 20 – Opportunity Programs, for requirements governing minority participation.
 - 3. Section 12100 – Allowances, for procedural requirements governing the handling and processing of Unit Prices, if applicable
 - 4. Section 017700 – Contract Closeout Requirements, for administrative contract closeout requirements.

1.3 DEFINITIONS

- A. Schedule of Values: A form in the Contract Documents, which establishes minimum level of payment detail to formulate an initial Application for Payment.
- B. Contractor's Pencil Copy: A form provided by the Owner, which estimates a billing request from the Contractor. When approved by the Owner, formulates the Application for Payment.
- C. Application for Payment: A form provided by the Owner, which provides certification by the Contractor for payment.

1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with the Owner.
- B. The Contractor shall allocate portions of the Contract Sum to labor, material and major equipment costs to various portions of the Work as indicated on the form.
 - 1. Submit the Schedule of Values to the Owner, for approval at earliest possible date after award of the Contract.

GENERAL REQUIREMENTS for CONSTRUCTION

2. The Owner shall not approve any billing request until the Schedule of Values is approved.
- C. Format and Content: Use model form provided in Contract Documents as a guide to establish line items for the Schedule of Values.
1. Arrange the Schedule of Values with separate columns to indicate the following for each item listed:
 - a. Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
 - 1) Labor.
 - 2) Materials.
 - 3) Major Equipment.
 2. Provide a breakdown of Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Provide multiple line items for principal subcontract amounts in excess of five percent of Contract Sum.
 - a. Include separate line items under Contractor and principal subcontracts for LEED documentation, if applicable and other project closeout requirements in an amount totaling five percent of the Contract Sum and subcontract amount.
 3. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
 4. Allowances: If applicable, provide a separate line item in the schedule of values for each allowance.
 5. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item, except Lump Sum and Quantity of Work Allowances.
 6. Schedule of Values Updating: The Owner may require the Contractor to revise its Schedule of Values. Further, the Owner reserves the right to accept only those cost distributions which, in the Owner's opinion, are reasonable, equitably balanced and correspond to estimated quantities in Contract Documents.

1.5 MONTHLY APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as approved by the Owner and paid for by the Owner.
1. Initial Application for Payment, the Owner shall not approve any billing request until the Schedule of Values and Construction Schedule is approved.
 2. Payment for allowance items and stored materials involve additional requirements.
 3. Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: Billing request may be submitted to the Owner once each month.
1. Submit Contractor's Pencil Copy billing request seven days prior to due date for review by the Owner.

GENERAL REQUIREMENTS for CONSTRUCTION

- C. Payment Forms: All forms and documents required for payment shall be provided by the Owner. Template forms and documents may also be available on the Dormitory Authority's web site www.dasny.org.
- D. Preliminary Procedure: The Contractor may request from the Owner a Contractor's Pencil Copy form. Where indicated on the form, the Contractor shall enter a billing request, either dollar amount or percentage complete for each item number requesting payment.
1. If applicable, the Contractor shall obtain from the Owner, an Allowance Notice to Proceed for Allowance items and an Agreement for Materials Stored Off-Site prior to billing.
 2. Submit Contractor's Pencil Copy billing request to the Owner for approval.
 3. The Contractor shall provide updated documentation to the Owner in accordance with General Conditions, Article 20 – Opportunity Programs.
- E. Procedure: Upon the Owner's approval of the Contractor's Pencil Copy billing request, payment documents will be provided to the Contractor. The Contractor shall complete each document and submit two copies of all documents with original signature & notary where indicated on forms, the following:
1. Application for Payment.
 2. Compliance Report.
 3. Contractor and Subcontractor Certifications Form
 4. Contractor's Certified Payroll Form.
 5. Allowance Allocation Form, if applicable
- F. Payroll Forms: The Contractor and all Sub-contractors to the Contractor shall submit original copies of the Contractor and Subcontractor Certifications Form and Contractor's Certified Payroll Form.
- G. Transmittal: Sign and notarize where indicated on each document, submit two original copies to Owner.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about payment.
- H. Stored Materials: The Owner will provide an Agreement for Materials Stored Off-Site and specific forms that the Contractor must complete and submit to the Owner, including but not limited to:
1. Include in the Contractor's Pencil Copy billing request amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed.
 2. Differentiate between items stored on-site and items stored off-site.
 3. Provide certificate of insurance, evidence of transfer of title to the Owner, and consent of surety to payment, for stored materials.
 4. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
 5. Provide summary documentation for stored materials indicating the following:
 - a. Materials previously stored and included in previous Applications for Payment.

GENERAL REQUIREMENTS for CONSTRUCTION

- b. Work completed for this Application utilizing previously stored materials.
 - c. Additional materials stored with this Application.
 - d. Total materials remaining stored, including materials with this Application.
- I. Payment: Timely payment by the Owner to the Contractor is governed by Section 2880 of the Public Authorities Law.
- J. Liens: Upon receipt of a lien, the Owner shall deduct a sum of one and one-half (1 ½) times the amount stated to be due in the notice of lien from the application for payment. Upon official receipt of discharge of lien, the Owner shall provide payment as stated above.

1.6 APPLICATION FOR PAYMENT AT SUBSTANTIAL COMPLETION

- A. Preliminary Procedure: After issuance of the executed Notice of Substantial Completion, submit a Contractor's Pencil Copy billing request showing 100 percent completion for portion of the Work claimed as complete at Substantial Completion.
- 1. Submit Contractor's Pencil Copy billing request to the Owner for approval.
 - 2. The Contractor shall provide final documentation to the Owner in accordance with General Conditions, Article 20 – Opportunity Programs.
- B. Reduction of Retainage: The Contractor may request a reduction of retainage upon Substantial Completion of the Work or when a phase of Work is accepted by the Owner.
- 1. The Contractor submits to the Owner a written request to have retainage reduced and provides a cost estimate and schedule to complete all remaining Work items indicated on the executed Notice of Substantial Completion.
 - 2. The Owner shall deduct from the sum two times the value of remaining items of Work to be completed or corrected.
 - 3. The Owner will provide the Contractor with General Release and Consent of Surety forms based on the amount of reduction. The Contractor shall complete each document and submit three copies of each document with original signature & notary where indicated on forms.
 - 4. The Owner shall hold payment until receipt of completed General Release and Consent of Surety forms.
- C. Procedures: Upon the Owner approval of Contractor's Pencil Copy billing request, payment documents will be provided to the Contractor. The Contractor shall complete each document and submit two copies of all documents with original signature & notary where indicated on forms, the following:
- 1. Application for Payment.
 - 2. Compliance Report.
 - 3. Contractor and Subcontractor Certifications Form
 - 4. Contractor's Certified Payroll Form.
- D. Payroll Forms: The Contractor and all Sub-contractors to the Contractor shall submit original copies of the Contractor and Subcontractor Certifications Form and Contractor's Certified Payroll Form.

GENERAL REQUIREMENTS for CONSTRUCTION

- E. Transmittal: Sign and notarize where indicated on each document, submit two original copies to Owner.
- F. Payment: Timely payment by the Owner to the Contractor is governed by Section 2880 of the Public Authorities Law.
- G. Liens: Upon receipt of a lien, the Owner shall deduct a sum of one and one-half (1 ½) times the amount stated to be due in the notice of lien from the application for payment. Upon official receipt of discharge of lien, the Owner shall provide payment as stated above.

1.7 FINAL APPLICATION FOR PAYMENT (same as contract closeout documents)

- A. Contract Compliance: The Contractor shall comply with the Requirements of General Conditions, Section 10.08 – Limitations on Actions.
- B. Preliminary Procedure: All Work and Extra Work of the Contract and all requirements of Section 017700 – Contract Closeout Requirements must be complete and approved prior to commencement of final Application for Payment.
 - 1. The Contractor shall request and submit to the Owner a final Contractor's Pencil Copy that will formulate the final Application for Payment.
 - 2. The Contractor shall provide outstanding documentation to the Owner in accordance with General Conditions, Article 20 – Opportunity Programs.
- C. Procedures: Upon the Owner approval of Contractor's Pencil Copy billing request, final Application for Payment and Contract closeout documents will be provided to the Contractor. The Contractor shall complete each document and submit two copies of all documents with original signature & notary, where indicated on the forms, the following:
 - 1. Final Application for Payment including remaining Retainage.
 - 2. Final Compliance Report.
 - 3. Contractor and Subcontractor Certifications Form
 - 4. Contractor's Certified Payroll Form.
 - 5. Release Form -- Final Payment to Contractor.
 - 6. Consent of Surety -- Final Payment to Contractor, with power of attorney.
- D. Payroll Forms: The Contractor and all Sub-contractors to the Contractor shall submit original copies of the Contractor and Subcontractor Certifications Form and Contractor's Certified Payroll Form.
- E. Transmittal: Sign and notarize where indicated on each document, submit two original copies to the Owner.
- F. Final Payment: Timely payment by the Owner to the Contractor is governed by Section 2880 of the Public Authorities Law.
- G. Liens: Upon receipt of a lien, the Owner shall deduct a sum of one and one-half (1 ½) times the amount stated to be due in the notice of lien from the final application for payment. Upon official receipt of discharge of lien, the Owner shall provide final payment as stated above.

GENERAL REQUIREMENTS for CONSTRUCTION

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

SCHEDULE OF VALUES

Date: _____

Project No: 6353R02
Project: CCNY Shepard Hall - Roof Replacement, Façade Restoration and Associated Asbestos Removal
Contractor: _____

Contract No: 363580
CR No: 0
Trade: 0

CSI	DESCRIPTION	UM	QTY	Extended Labor Cost	Extended Material Cost	SCHEDULED VALUE
GENERAL CONDITIONS & ADMINISTRATION:						
	Bonds					\$
	Insurance					\$
	Mobilization / Demobilization					\$
	Supervision					\$
	Implement Safety Program/Maintain Fire Safety					\$
	Safety Plan					\$
	Project Management and Coordination					\$
	Schedule Development					\$
	Schedule Updates					\$
	Submittals / Shop Drawings					\$
	Project Meetings					\$
	Sidewalk Shed Installation					\$
	Sidewalk Shed Maintenance					\$
	Furnish & Install Temporary Protection					\$
	Furnish & Install Temporary Lighting					\$
	Material Hoist					\$
	Temporary Facilities and Controls					\$
	Dumpster / Debris Removal					\$
	As Built Documents / Operation and Maintenance Manuals					\$
	Project Closeout					\$
BASE BID ITEMS						
024119	DEM 01- Removal of Existing Shingle Roofing System					\$
024119	DEM 02- Removal of Existing IRMA Roofing System					\$
028200	Asbestos Abatement					\$
028310	Lead Safe Work Practices OSHA					\$
028600	Identification and Disposal of Hazardous Waste					\$
034900	GFC 01- GFRC Replacement: Canopy Pendant					\$
034900	GFC 02- GFRC Replacement: Canopy Boss					\$
034900	GFC 03-GFRC Spall Repair					\$
034900	GFC 04- GFRC Replacement: Pier Quoins					\$
034900	GFC 05- GFRC Replacement: Corner Watertable					\$
034900	GFC 06-GFRC Replacement: Buttress Ornament					\$
040513	PNT 02-Stone Masonry Mortar Joint Repointing					\$
073126	SLT 01- Shingled Roofing System					\$
073126	SLT 02- Slate Shingle Replacement at the Great Hall Roof					\$
075419	FLA 06- Flashing at Slate Roof Transition to IRMA Roof Below					\$
075419	FLA 19- Flashing at PVC Roof Stone/ Concrete Perimeter					\$
075419	FLA 20- Flashing at PVC Roof Pipe Penetration					\$
075419	FLA 21- Flashing at PVC Roof Irregular Shape Penetration					\$
075419	FLA 22- Flashing at PVC Roof Hatch Curb					\$
075419	MEM 03- PVC Roofing System					\$
075600	FLA 09- Flashing at Slate Roof Gutter Vent Curb					\$
075600	FLA 13- Flashing at IRMA Roof Pipe Penetration					\$
075600	FLA 15- Equipment Pad					\$
075600	FLA 16- Flashing at IRMA Roof Conduits					\$
075600	FLA 17- Flashing at IRMA Roof Irregular Shape Penetration					\$
075600	GUT 01- Flashing at Gutter of Slate Roof					\$
075600	GUT 02- Flashing at Slate Roof Transition to Existing Gutter N.I.C.					\$
075600	MEM 01- IRMA Roofing System					\$
075600	MEM 02- Fluid Applied Roofing System					\$
075600	SCU 01- Flashing at Overflow Scupper					\$
076200	FLA 01- Flashing at Slate Roof Ridge Crest/ Hip					\$
076200	FLA 02- Flashing at Skylight Perimeter					\$
076200	FLA 03- Flashing at Slate Roof Open Valley					\$
076200	FLA 04- Stepped Flashing at Slate Roof Parapet					\$
076200	FLA 05- Flashing at Slate Roof Transition to IRMA Roof Above					\$
076200	FLA 07- Flashing at Slate Roof Transition to Existing Slate Roof N.I.C.					\$
076200	FLA 08- Flashing at Slate Roof Gutter Pipe Penetration					\$
076200	FLA 10- Flashing at Slate Roof Hatch					\$
076200	FLA 11- Flashing at IRMA Roof Stone/ Concrete Perimeter					\$
076200	FLA 12- Flashing at IRMA Roof Sheet Metal Perimeter					\$
076200	FLA 14- Flashing at IRMA Roof Vent Fan Curb					\$
076200	FLA 18- Flashing at IRMA Roof Hatch Curb					\$
076200	FLA 23- Perimeter Flashing at Gutters, Oriels and Setback Roofs					\$
077123	DSP 01- Splash Block Installed at Existing Downspout					\$
077253	GRD 01- Snow Guards + Flashing at Slate Roof					\$
079200	JNT 01-Sealant Joint Replacement at GFRC					\$
079200	JNT 02-Sealant Joint Replacement / Pointing at GFRC & Stone					\$
079200	JNT 03- Joint Sealant at Skylight					\$
086300	SKT 01- Sheet Metal Skirt Flashing at Slate Roofs					\$

086300	WIN 01- Stained Glass Repair					\$
087100	SDL 01- Flashing and Door Saddle Replacement					\$
118129	FPS 01- Fall Protection System					\$
221426	DRN 01- Drain Replacement + Flashing at IRMA Roof					\$
221426	DRN 02- Drain Replacement + Flashing at PVC Roof					\$
221426	DRN 03- Drain Refurbishment at Sheet Metal Roofs/ Gutters					\$
264100	LIT 01- Lightning Protection System					\$
TOTAL AMOUNT						\$
UNIT PRICE ITEMS						
	Asbestos Abatement at Terracotta Deck	SF	1,380			\$
CON 01	Concrete Deck Spall Repair	SF	605			\$
DEK 01	Plywood Decking Assembly	SF	1,380			\$
DEM 03	Removal of Plywood Sheathing, Sleepers, Insulation	SF	1,380			\$
DRN 03	Drain Refurbishment at Sheet Metal Roofs/Gutters	EA	2			\$
DRN 04	Drain Refurbishment + Flashing at IRMA Roof	EA	10			\$
DRN 05	Drain Refurbishment + Flashing at PVC Roof	EA	10			\$
FIL 01	Negative Slope Deck Repair Fill	SF	205			\$
FLA 09	Flashing at Slate Roof Gutter Vent Curb	EA	3			\$
FLA 13	Flashing at IRMA Roof Pipe Penetration	EA	1			\$
FLA 16	Flashing at IRMA Roof Conduits	EA	1			\$
FLA 17	Flashing at IRMA Roof Irregular Shape Penetration	EA	1			\$
FLA 21	Flashing at PVC Roof Irregular Shape Penetration	EA	5			\$
GFC 03	GFRC Spall Repair	SI	25			\$
GFC 04	GFRC Replacement: Pier Quoins	EA	10			\$
JNT 03	Joint Sealant at Sylinder	LF	300			\$
PNT 01	Pointing at Masonry	LF	3,000			\$
SHM 01	Sheet Metal Seam Repair	LF	150			\$
SKL 01	Cracked Skylight Glass Replacement	EA	5			\$
SLT 02	Slate Shingle Replacement at Great Hall Roof	EA	10			\$
TRC 01	Terracotta Deck Spall Repair	SF	1,380			\$
TRC 02	Terracotta Crack Repair	LI	25			\$
TRC 03	Terracotta Spall Repair	SI	25			\$
TOTAL UNIT PRICE ITEMS						\$
GRAND TOTAL (TOTAL AMOUNT + UNIT PRICE ITEMS)						\$
ALTERNATE 1						
JNT 01	Sealant Joint Replacement at GFRC	LF	28,650			\$
JNT 02	Sealant Joint Replacement / Pointing at GFRC & Stone	LF	28,400			\$
PNT 02	Stone Masonry Mortar Joint Repointing	SF	3,442			\$
TOTAL ALTERNATE 1						\$
GRAND TOTAL (TOTAL AMOUNT + UNIT PRICE ITEMS + ALTERNATE 1)						\$

GENERAL REQUIREMENTS for CONSTRUCTION

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The Contract Documents, including but not limited to, the Drawings and individual Specification Sections and Contract Manager, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on the Project including, but not limited to, the following:
 - 1. General project coordination procedures.
 - 2. Administrative and supervisory personnel.
 - 3. Coordination drawings.
 - 4. Requests for Information (RFIs).
 - 5. Contract Manager software site.
 - 6. Project meetings.
- B. Each contractor shall participate in coordination requirements. Refer to Section 011200 – Contract Summary of Work for certain areas of responsibility that are assigned to a specific contractor.
- C. Related Sections:
 - 1. Section 011200 - Contract Summary of Work, for a description of the division of work among separate contracts and responsibility for coordination activities not in this Section.
 - 2. Section 013200 - Project Scheduling and Progress Documentation, for preparing and submitting Contractor's construction schedule.
 - 3. Section 017700 – Contract Closeout Requirements, for coordinating closeout of the Contract.

1.3 DEFINITIONS

- A. RFI: Request from the Owner, Design Professional, or Contractor seeking information from each other during construction.

1.4 COORDINATION

- A. Coordination for Single Contract Project: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations included in different Sections that depend on each other for proper installation, connection, and operation.

GENERAL REQUIREMENTS for CONSTRUCTION

1. The Contractor shall utilize the bid milestone schedule included in the Contract Documents to prepare a CPM schedule in accordance with Section 013200 – Project Scheduling and Progress Documentation. The Contractor shall submit the proposed CPM schedule to the Owner within 45 days of the Notice to Proceed.
 2. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 3. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 4. Make adequate provisions to accommodate items scheduled for later installation.
- B. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Coordination of the Owner's P6 Project Management CPM schedule.
 2. Coordination of the commissioning process and activities.
 3. Preparation of the schedule of values.
 4. Entering dates each required submission item listed on the Contractor's Submission Schedule will be submitted, coordinated with the CPM Schedule.
 5. Installation and removal of temporary facilities and controls.
 6. Delivery and processing of submittals.
 7. Progress meetings.
 8. Preinstallation conferences.
 9. Project closeout activities.
 10. Startup and adjustment of systems.
- C. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.

1.5 COORDINATED COMPOSITE DRAWINGS

- A. Coordinated Composite Drawings, General: Prepare coordinated composite drawings in accordance with requirements in individual Sections, where installation is not completely shown on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.
1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordinated composite drawings on standard printed data. Include the following information, as applicable:
 - a. Use applicable Drawings as a basis for preparation of coordinated composite drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
 - b. Coordinate the addition of trade-specific information to the coordinated composite drawings by multiple contractors in a sequence that best provides for coordination

GENERAL REQUIREMENTS for CONSTRUCTION

of the information and resolution of conflicts between installed components before submitting for review.

- c. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
- d. Indicate required installation sequences.
- e. Indicate dimensions shown on the Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to the Design Professional indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

B. Coordinated Composite Drawing Organization: Organize drawings as follows:

1. Floor Plans and Reflected Ceiling Plans: Show architectural and structural elements, and mechanical, plumbing, fire protection, fire alarm, and electrical Work. Show locations of visible ceiling-mounted devices relative to acoustical ceiling grid. Supplement plan drawings with section drawings where required to adequately represent the Work.
2. Review: The Design Professional will review coordinated composite drawings to confirm that the Work is being coordinated, but not for the details of the coordination, which are the Contractor's responsibility. If the Design Professional determines that the coordinated composite drawings are not being prepared in sufficient scope or detail, or are otherwise deficient, the Design Professional will so inform the Contractor, who shall make changes as directed and resubmit.

C. Coordination Digital Data Files: Prepare coordination digital data files in accordance with the following requirements:

1. File Preparation Format: The Contractor shall coordinate with the Design Professional and use the same digital data software program, version, and operating system as the original Drawings.

1.6 KEY PERSONNEL

- A. Key Personnel Names: Within 15 days after receipt of the Notice to Proceed, submit a list of key personnel assignments with resume and job qualifications, including project manager, project scheduler, commissioning agent, superintendent and other personnel in attendance at the Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers, and email addresses. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to the Project.

1.7 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, the Contractor shall prepare and submit an RFI in the form specified.
 1. Coordinate and submit RFIs in a prompt manner so as to avoid delays in the Contractor's work or work of subcontractors.

GENERAL REQUIREMENTS for CONSTRUCTION

- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
1. Project name.
 2. Project number.
 3. Date.
 4. Name of Contractor.
 5. Name of Design Professional.
 6. RFI number, numbered sequentially.
 7. RFI subject.
 8. Specification Section number and title and related paragraphs, as appropriate.
 9. Drawing number and detail references, as appropriate.
 10. Field dimensions and conditions, as appropriate.
 11. Contractor's suggested resolution. If Contractor's solution(s) impacts the date of Substantial Completion or the Contract Sum, Contractor shall state impact in the RFI.
 12. Contractor's signature.
 13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
 - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. RFI Forms: The Owner's Contract Manager-generated form with substantially the same content as indicated above.
- D. Design Professional's Action: The Design Professional will review each RFI, determine action required, and respond. Allow a reasonable amount of working days for the Design Professional's response for each RFI. RFIs received by the Design Professional after 1:00 p.m. will be considered as received the following working day.
1. The following RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for coordination information already indicated in the Contract Documents.
 - d. Requests for adjustments in the date for Substantial Completion or the Contract Sum.
 - e. Requests for interpretation of the Design Professional's actions on submittals.
 - f. Incomplete RFIs or inaccurately prepared RFIs.
 2. The Design Professional's action may include a request for additional information, in which case the Design Professional's time for response will date from time of receipt of additional information.
 3. The Design Professional's action on RFIs that may result in a change to the date of Substantial Completion or the Contract Sum may be eligible for the Contractor to submit a Claim in accordance with procedures in General Conditions, Article 10 – Claims and Disputes.

GENERAL REQUIREMENTS for CONSTRUCTION

- a. If the Contractor believes the RFI response warrants change in the date of Substantial Completion or the Contract Sum, notify the Owner in writing within fifteen (15) days of receipt of the RFI response.
- E. On receipt of the Design Professional's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify the Owner and Design Professional within five days if the Contractor disagrees with response.
- F. RFI Log: Coordinate and cooperate with the Owner to prepare, update and maintain the use of the Contract Manager RFI log. The RFI log will include not less than the following:
 - 1. Project name.
 - 2. Name and address of Contractor.
 - 3. Name and address of Design Professional.
 - 4. RFI number including RFIs that were dropped and not submitted.
 - 5. RFI description.
 - 6. Date the RFI was submitted.
 - 7. Date Design Professional's response was received.
 - 8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
 - 9. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

1.8 CONTRACT MANAGER SOFTWARE SITE

- A. Coordinate and cooperate with the Owner for managing project communication and documentation until Contract Closeout. The Contract Manager software site may include, but is not limited to, the following functions:
 - 1. Project directory.
 - 2. Project correspondence.
 - 3. Meeting minutes.
 - 4. Contract modifications forms and logs.
 - 5. RFI forms and logs.
 - 6. Task and issue management.
 - 7. Submittals forms and logs.
 - 8. Payment application forms.
 - 9. Online document collaboration.
 - 10. Reminder and tracking functions.
 - 11. Archiving functions.

1.9 PROJECT MEETINGS

- A. General: The Owner and/or Design Professional will schedule and conduct meetings at the Project site, unless otherwise indicated.
 - 1. Attendees: The Owner and/or Design Professional will inform participants and others involved, and individuals whose presence is required, of date and time of each meeting.

GENERAL REQUIREMENTS for CONSTRUCTION

2. Agenda: The Owner and/or Design Professional will prepare the meeting agenda through the use of the Owner's Contract Manager software and distribute the agenda to all invited attendees.
 3. Minutes: The Owner and/or Design Professional will record significant discussions and agreements achieved in Contract Manager and distribute the meeting minutes to everyone concerned.
- B. Construction Kick-off Meeting: The Owner will schedule and conduct a construction kick-off meeting before starting construction, at a time convenient to the Owner and Design Professional, upon issuance of the Notice to Proceed.
1. The meeting shall review responsibilities and personnel assignments.
 2. Attendees: The Owner, Owner's Commissioning Authority, Design Professional, and their consultants; the Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the meeting shall be familiar with the Project and authorized to make binding decisions on matters relating to the Work.
 3. Agenda: The meeting agenda will include items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Phasing.
 - c. Critical work sequencing and long-lead items.
 - d. Designation of key personnel and their duties.
 - e. Lines of communications.
 - f. Procedures for processing field decisions and Change Orders.
 - g. Procedures for RFIs.
 - h. Procedures for testing and inspecting.
 - i. Procedures for processing Applications for Payment.
 - j. Distribution of the Contract Documents.
 - k. Submittal procedures.
 - l. Sustainable design requirements.
 - m. Preparation of As-builts and turnover documents.
 - n. Use of the premises.
 - o. Work restrictions.
 - p. Working hours.
 - q. Owner's occupancy requirements.
 - r. Responsibility for temporary facilities and controls.
 - s. Procedures for moisture and mold control.
 - t. Procedures for disruptions and shutdowns.
 - u. Construction waste management and recycling.
 - v. Parking availability.
 - w. Office, work, and storage areas.
 - x. Equipment deliveries and priorities.
 - y. First aid.
 - z. Security.
 - aa. Progress cleaning.
 - bb. Safety.
 4. Minutes: The Owner and/or Design Professional will use Contract Manager to record and distribute meeting minutes.

GENERAL REQUIREMENTS for CONSTRUCTION

- C. Progress Meetings: The Owner will conduct progress meetings at regular intervals.
1. Coordinate dates of meetings with preparation of payment requests.
 2. Attendees: The Owner's Commissioning Authority, and Design Professional, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with the Project and authorized to make binding decisions on matters relating to the Work.
 3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of the Project.
 - a. The Project Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to the Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next scheduled progress meeting period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Progress cleaning.
 - 10) Quality and work standards.
 - 11) Status of correction of deficient items.
 - 12) Field observations.
 - 13) Status of RFIs.
 - 14) Status of proposal requests.
 - 15) Pending changes.
 - 16) Status of Change Orders.
 - 17) Pending claims and disputes.
 - 18) Documentation of information for payment requests.
 4. Minutes: The Owner and/or Design Professional entity responsible for conducting the meeting will use Contract Manager to record and distribute the meeting minutes to each party present and to parties requiring information.
 - a. Schedule Updating: Coordinate with the Owner to revise the Project Schedule after each progress meeting where revisions to the schedule have been made or recognized. The Owner will issue revised schedule concurrently with the report of each meeting.

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- D. Preinstallation Meetings: The Owner may conduct preinstallation meetings at the Project site before each construction activity that requires coordination with other construction and major assemblies of the Work requiring tight control and coordination.
1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow shall attend the meeting. The Owner to advise the Contractor, Design Professional and Owner's Commissioning Authority of scheduled meeting dates.
 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. Contract Documents.
 - b. Options.
 - c. Related RFIs.
 - d. Related Change Orders.
 - e. Purchases.
 - f. Deliveries.
 - g. Submittals.
 - h. Review of mockups.
 - i. Possible conflicts.
 - j. Compatibility problems.
 - k. Time schedules.
 - l. Weather limitations.
 - m. Manufacturer's written recommendations.
 - n. Warranty requirements.
 - o. Compatibility of materials.
 - p. Acceptability of substrates.
 - q. Temporary facilities and controls.
 - r. Space and access limitations.
 - s. Regulations of authorities having jurisdiction.
 - t. Testing and inspecting requirements.
 - u. Installation procedures.
 - v. Coordination with other work.
 - w. Required performance results.
 - x. Protection of adjacent work.
 - y. Protection of construction and personnel.
 3. The Owner and/or Design Professional will use Contract Manager to record significant meeting discussions, agreements, and disagreements, including required corrective measures and actions.
 4. Reporting: The Owner and/or Design Professional will distribute minutes of the meeting to each party present and to other parties requiring information.
 5. Do not proceed with installation if the meeting cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the meeting at earliest feasible date.
- E. Project Closeout Conference: The Owner may schedule and conduct a Project closeout conference, at a time convenient to the Owner and Design Professional, but no later than sixty (60) days prior to the scheduled inspection date for Substantial Completion.

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1. The Owner will conduct the conference to review requirements and responsibilities related to the Project closeout.
2. Attendees: The Owner, Owner's Commissioning Authority, Design Professional, and their consultants; the Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with the Project and authorized to make binding decisions on matters relating to the Work.
3. Agenda: Discuss items of significance that could affect or delay the Project closeout, including the following:
 - a. Submission of turnover documents.
 - b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
 - c. Requirements for demonstration and training.
 - d. Preparation of Contractor's punch list.
 - e. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
 - f. Coordination of separate contracts.
 - g. Owner's partial occupancy requirements.
 - h. Installation of Owner's furniture, fixtures, and equipment.
 - i. Responsibility for removing temporary facilities and controls.
4. Minutes: The Owner and/or Design Professional conducting meeting will use Contract Manager to record and distribute meeting minutes.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

GENERAL REQUIREMENTS for CONSTRUCTION

SECTION 013200 - PROJECT SCHEDULING AND PROGRESS DOCUMENTATION - SINGLE PRIME CONTRACT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The Contract Documents, including but not limited to, the Drawings and individual Specification Sections and Bid Milestone Schedule, apply to this Section.

1.2 SUMMARY

- A. This is a single prime contract therefore the Contractor is responsible for the scheduling and documentation requirements as outlined in this section 013200.
- B. Section includes administrative and procedural requirements to plan, schedule and document the progress of construction during the performance of the Work, including the following:
 - 1. Critical Path Method (CPM) schedule and reports.
 - 2. Material location reports.
 - 3. Field condition reports.
 - 4. Special reports.
- C. Related Sections:
 - 1. Section 011200 – Contract Summary of Work, for preparing a combined CPM Schedule.
 - 2. Section 013300 – Submittal Procedure, for submitting schedules and reports.
 - 3. Section 014000 – Quality and Code Requirements, for submitting a schedule of tests and inspections.

1.3 DEFINITIONS

- A. Project: Work at the Site carried out pursuant to one or more Contracts.
- B. Activity: A discrete part of the Contract that can be identified for planning, scheduling, monitoring, and controlling the Project. Activities included in a CPM schedule consume time and resources.
 - 1. Critical Activity: An activity on the critical path that has no total float.
 - 2. Predecessor Activity: An activity that precedes another activity in the network.
 - 3. Successor Activity: An activity that follows another activity in the network.
- C. Bid Milestone Schedule: Interim milestones, included in the Contract Documents, which the Contractor utilizes to formulate the Baseline Schedule.

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- D. **Baseline Schedule:** Initial schedule, prepared by the Contractor, to complete the Work of the Contract in accordance with the Contract duration and starting point to which schedule updates are compared.
- E. **CPM:** Critical Path Method is a scheduling method used to plan and schedule construction projects where activities are arranged based on activity relationships creating a time scaled network diagram.
- F. **PDM:** Precedence Diagram Method follows the standard CPM calculations and allows for special logic relationships creating an interdependent relationship throughout the network.
- G. **Critical Path:** The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no total float.
- H. **Data Date:** The date when the status of the CPM schedule is determined, showing the calendar start date for the update period.
- I. **Float:** The measure of leeway in starting and completing an activity.
 - 1. Float time is not for the exclusive use or benefit of either the Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Substantial Completion date.
 - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
 - 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Substantial Completion date.

1.4 INFORMATIONAL SUBMITTALS

- A. **Format for Submittals:** Submit required submittals in both electronic (PDF) file format and as electronic backup file in native software format.
- B. **CPM Schedule:** Schedule, of size required to display entire schedule for entire construction period.
 - 1. Submit a working electronic copy of schedule, using software indicated, and labeled to comply with requirements for submittals. Include type of schedule (baseline or updated) and date on label.
- C. **CPM Reports:** Concurrent with CPM schedule, submit each of the following reports. Format for each activity in reports shall contain; activity ID number, activity description, original duration, remaining duration, actual duration, early and late start and finish dates and total float in calendar days.
 - 1. **Activity Report:** List of all activities sorted by early or actual start date in each phase, area and level following the physical divisions of the Work.
 - 2. **Short Term Activity Report:** Lists all activities occurring from the update data date in a two month forward and one month back window.

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3. Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by early or actual start date. Include activity ID number and float path(s).
 4. Total Float Report: Provide a cumulative list of total float from each update period with comments associated to any and all variances.
 5. Procurement Report: List all procurement activities sorted in order of the item being procured.
 6. Narrative Report: The project scheduler shall describe the nature of the submission, interpretation of calculations, issues affecting progress and a milestone analysis comparing progress against the baseline and update schedules.
- D. Material Location Reports: Submit at monthly intervals.
- E. Field Condition Reports: Submit at time of discovery of differing conditions.
- F. Special Reports: Submit at time of unusual event.
- G. Qualification Data: For project scheduler.

1.5 QUALITY ASSURANCE

- A. Project Scheduler Qualifications: An experienced specialist in CPM scheduling and reporting, with capability of producing CPM reports and diagrams within timeframes requested by the Owner. The project scheduler shall have or be able to obtain certification as a Planning and Scheduling Professional (PSP) or have a minimum of five years of demonstrated experience scheduling large capital projects.
- B. Prescheduling Conference: The Owner may conduct conference at the Project site to comply with requirements in Section 013100 - Project Management and Coordination. Review methods and procedures related to the Baseline Schedule and the CPM schedule, including, but not limited to, the following:
1. Review software limitations and content and format for reports.
 2. Verify availability of qualified personnel needed to develop and update schedule.
 3. Discuss coordination, including phasing, work stages, area separations, interim milestones and Beneficial Occupancy.
 4. Review delivery dates for Owner-furnished products.
 5. Review schedule for work of Owner's separate contracts.
 6. Review time required for review of submittals and resubmittals.
 7. Review requirements for tests and inspections by independent testing and inspecting agencies.
 8. Review time required for completion and startup procedures.
 9. Review and finalize list of construction activities to be included in schedule.
 10. Review submittal requirements and procedures.
 11. Review procedures for updating schedule.

GENERAL REQUIREMENTS for CONSTRUCTION

1.6 COORDINATION

- A. Coordinate preparation and processing of CPM schedules and reports with the performance of the Work and with CPM scheduling and reporting of separate Contractors.
 - 1. Coordinate new Baseline Schedules and CPM schedule updates with separate Contractor's when additional Contracts are executed during the entire duration of the Project.
- B. Coordinate CPM schedule with the Contractor's Submission Schedule, progress reports, and other required schedules and reports.
 - 1. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 CRITICAL PATH METHOD SCHEDULE, GENERAL

- A. Bid Milestone Schedule: The Owner shall provide a Bid Milestone Schedule, which is attached to this section as a template for the Baseline Schedule. Nothing in the Bid Milestone Schedule, Baseline Schedule or CPM schedule shall preclude the Contractor from advancing the Work of the Contract.
 - 1. Include milestones indicated in the Contract Documents in Baseline Schedule, including, but not limited to, the Notice to Proceed, interim milestones, Substantial Completion, and Contract close-out.
 - 2. Substantial Completion date shall not be changed by submission of a schedule that shows an early completion date, unless approved by the Owner.
 - 3. No time for weather will be apportioned for foreseeable occurrences in a specific regional area. The Contractor shall be responsible to determine reasonable averages and make allowances in the performance of the Work.
- B. Activities: Treat each numbered activity as a consumable resource for each principal element of the Work. Comply with the following:
 - 1. Activity Duration: Define activities so no activity is longer than 15 days, unless specifically allowed by the Owner.
 - 2. Procurement Activities: Include procurement process activities for long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
 - 3. Submittal Review Time: Include review and resubmittal times indicated in Section 013300 - Submittal Procedures in schedule. Coordinate submittal review times in the CPM schedule with dates entered in the Contractor's Submission Schedule.
 - 4. Startup and Testing Time: Include not less than 15 days for startup and testing.
 - 5. Substantial Completion: Indicate completion on the date established for Substantial Completion, and allow time for the Owner's administrative procedures necessary to execute the Notice of Substantial Completion (NOSC).

GENERAL REQUIREMENTS for CONSTRUCTION

6. Incomplete Work items and Contract Closeout: Include not more than 60 days for incomplete Work items and Contract Closeout Requirements.
- C. Constraints: Include constraints and work restrictions indicated in the Contract Documents, or approved by the Owner prior to use and show how date constraints affect the sequence of the Work.
 1. Construction Areas: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities.
- D. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
 1. Unresolved issues.
 2. Unanswered RFIs.
 3. Rejected or unreturned submittals.
 4. Notations on returned submittals.
- E. Recovery CPM Schedule: When periodic update indicates the Work is 15 or more calendar days behind the current approved CPM schedule, submit a separate recovery CPM schedule indicating means by which the Contractor intends to regain compliance with the CPM schedule. Indicate changes to working hours, working days, crew sizes, and equipment required achieving compliance, and dating by which recovery will be accomplished, subject to Owner's approval.
- F. Computer Scheduling Software: Prepare CPM schedules using current version of a program that has been developed specifically to manage CPM schedules and interface with the Owner's electronic file of the Bid Milestone Schedule.
 1. Utilize Primavera P6 or P3 Primavera Project Planner operating system.

2.2 CRITICAL PATH METHOD SCHEDULE (CPM SCHEDULE)

- A. Baseline Schedule: Prepare schedule using a time-scaled PDM network diagram representing the Work of the Contract. Total float time shall be equal to or greater than zero in the Baseline Schedule.
 1. Submit Baseline Schedule within 15 days of the date established for the Notice to Proceed. Outline significant construction activities for the first 90 days of construction. Include skeleton diagram for the remainder of the Work based on indicated activities.
 2. Develop network diagram in sufficient time to submit Baseline Schedule so it can be accepted for use no later than 30 days after date established for the Notice to Proceed.
 - a. Failure to include any work item required for the performance of the Work shall not excuse the Contractor from completing the Work of the Contract within applicable completion dates, regardless of the Owner's approval of the schedule.
- B. CPM Schedule: Prepare contemporaneous schedules using a time-scaled PDM network for sequencing the Work and showing the progress of the Work.

GENERAL REQUIREMENTS for CONSTRUCTION

1. Establish procedures for monitoring and updating the CPM schedule and for reporting progress. Coordinate procedures with the progress meeting and payment request date.
 2. Coordinate the Work occurring concurrently through the integration of other Contractors Baseline Schedules into the CPM schedule.
 3. Conduct educational workshops to train and inform the Contractor's key Project personnel, including subcontractors' personnel, in proper methods of providing data and using CPM schedule information.
 4. Use "one workday" as the unit of time for individual activities. Indicate nonworking days and holidays incorporated into the schedule in order to correlate with Contract durations.
- C. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work of the Contract. At minimum, each individual specification section, including General Requirement sections, as indicated in the Project Manual, shall be listed as an activity.
1. Activities ID: Provide a unique identifier to each activity. No activity ID shall be recycled or reused.
 2. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:
 - a. Preparation and processing of submittals.
 - b. Mobilization and demobilization.
 - c. Purchase of materials.
 - d. Delivery.
 - e. Fabrication.
 - f. Utility interruptions.
 - g. Installation.
 - h. Work by Owner that may affect or be affected by the Contractor's activities.
 - i. Testing and commissioning.
 - j. Incomplete Work items and Contract closeout.
 3. Actual Activity Dates: Once an activity has been assigned an actual date of occurrence, the status of that activity shall not change. Any change to actual dates must be accompanied with supporting data and approved by the Owner. No actual start date shall occur ahead of the data date.
 4. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with the Bid Milestone Schedule dates.
 5. Processing: Process data to produce output data status on a computer-drawn, PDM network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract duration.
 6. Calculations: The schedule network shall be calculated allowing activities to retain their original logic. Progress override shall not be used when calculating the network status.
 7. Logic: Leads and lags will not be used when the creation of an activity will perform the same function. Lag durations contained in the schedule shall not have negative value. Lead and lag durations shall not exceed the durations of the activity they are assigned.
 - a. There shall be only two open ended activities; (1) Notice to Proceed, with no predecessor logic, and (2) Final Payment, with no successor logic. All intermediate activity logic shall be connected.

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- b. Out of sequence activities that have progressed before all preceding logic will be allowed only on a case by case basis, as approved by the Owner. The Contractor shall propose logic corrections to eliminate all out of sequence progress and correct out of sequence progress that continues for more than two update cycles by logic revisions, as approved by the Owner.
8. Float: The Owner shall reject the schedule and schedule updates for the use of float suppression techniques such as preferential sequencing, special lead lags logic constraints, zero total or zero free float constraints, extended activity times, or imposing constraint dates other than what is required by the Contract.
- a. The use of resource leveling used for the purpose of artificially adjusting activity durations to consume float and influence the critical path is prohibited.
 - b. A schedule showing work completing in less time than the Contract duration and accepted by the Owner, will be considered to have float.
 - c. Any float generated during the performance of the Work, due to efficiencies of the Owner or any Contractor is not for sole use of the party generating the float.
 - d. Negative float will not be a basis for requesting time extensions and will not be construed as a means of acceleration or schedule extension.
9. Format: Follow the applicable individual specification sections of the Work as the bases for the content of the CPM schedule. Organize the CPM schedule to provide the necessary detail for each area, level, quadrant and section as needed in the performance of the Work.
- D. Changes in the Work: For each proposed change and concurrent with its submission, prepare a time-impact analysis using a network fragment to demonstrate the effect of the proposed change on the overall CPM schedule.
- E. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:
- 1. Identification of activities that have changed, including the reason each adjustment was necessary.
 - 2. Changes in early and late finish dates.
 - 3. Changes in activity durations in workdays.
 - 4. Changes in the critical path.
 - 5. Changes in total float or slack time.
 - 6. Changes in the duration for Substantial Completion.

2.3 REPORTS

- A. Material Location Reports: At monthly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site.
- B. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for

GENERAL REQUIREMENTS for CONSTRUCTION

Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.4 SPECIAL REPORTS

- A. General: Submit special reports directly to Owner within one day of an occurrence. Distribute copies of report to parties affected by the occurrence.
- B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, and response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise the Owner in advance when these events are known or predictable.

PART 3 - EXECUTION

3.1 CPM SCHEDULE

- A. Project Scheduler: Engage a consultant or person skilled in construction planning and scheduling to provide planning, scheduling, evaluation, and reporting services using CPM scheduling.
 - 1. In-House Option: The Owner may waive the requirement to retain a consultant if Contractor employs skilled personnel with experience in CPM scheduling and reporting techniques. Submit qualifications.
 - 2. Meetings: Project scheduler shall attend all meetings related to the Project progress, alleged delays, and time impact.
- B. CPM Schedule and CPM Reports Updating: Prior to each scheduled progress meeting, update schedule to reflect actual construction progress and activities. Issue schedule and reports one week before each regularly scheduled progress meeting.
 - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the CPM reports of each such meeting. As a minimum, schedule update submissions shall occur monthly and within 30 days of the schedule Data Date.
 - 2. Include CPM reports with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 - 3. As the Work progresses, indicate final remaining duration for each activity.
- C. Distribution: Submit one electronic copy, in format specified, to the Owner and distribute copies of approved schedule and reports to the Owner, Design Professional, separate contractors, testing and inspecting agencies, and other parties identified by the Owner with a need-to-know schedule responsibility.
 - 1. Post copies in Project meeting rooms and temporary field offices.

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2. When revisions are made, distribute updated schedules and reports to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 013200

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SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The Contract Documents, including but not limited to, the Drawings and individual Specification Sections and Contractor's Submission Schedule, apply to this Section.

1.2 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Sections:
 - 1. Section 013200 – Construction Progress Documentation, for submitting schedules and reports, includes Contractor's construction schedule.
 - 2. Section 017700 – Contract Closeout Requirements, for documents required to closeout contract.
 - 3. Section 017823 – Operation and Maintenance Manuals, for submitting operation and maintenance manuals.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require the Design Professional's responsive action. Action submittals are those submittals indicated in individual specification sections as action submittals.
- B. Informational Submittals: Written and graphic information and physical samples that do not require the Design Professional's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual specification sections as informational submittals.
- C. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.
- D. Required Submittal List Utility application: Interacts with and to be used with the Owner's Contract Manager system. The Design Professional uses the utility to itemize the list of submission items needed to be submitted by the Contractor in order to insure the design intent will be satisfied and inclusive of all Project turnover documents and/or Contract Closeout Requirements.
- E. Contractor's Submission Schedule: The itemized list of project submission requirements printed as a report from Contract Manager. The Contractor enters the date each item needs to be submitted in order to meet the CPM schedule and returns this document to the Owner.

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1.4 ACTION SUBMITTALS

- A. Submittal Schedule: The Contractor's Submission Schedule is attached to this section, prepared by the Design Professional. The Contractor is to coordinate and cooperate with the Owner and Design Professional to arrange in chronological order by dates required by the construction schedule. Coordinate time required for review, ordering, manufacturing, fabrication, and delivery to establish dates. Coordinate additional time required for making corrections or modifications to submittals noted by the Design Professional and additional time for handling and reviewing submittals required by those corrections.
1. Coordinate the Contractor's Submission Schedule with list of subcontracts, the schedule of values, and coordinated CPM schedule.
 2. Initial Submittal: Submit in accordance with start-up CPM schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
 3. Final Submittal: Submit concurrently in accordance with the complete CPM schedule.
 - a. Coordinate with the Owner and Design Professional revised Contractor's Submission Schedule to reflect changes in current status and timing for submittals.
- B. Format for Submittals: Submit required submittals in electronic (PDF) file format.

1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Design Professional's Digital Data Files: Electronic copies of CAD Drawings of the Contract Drawings will not be provided by the Design Professional for the Contractor's use in preparing submittals.

Coordination: Coordinate preparation and processing of submittals with the performance of the Work.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
2. Commissioning Authority will review submittals applicable to systems being commissioned for compliance with commissioning needs, concurrent with the Design Professional review and approval.
3. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
4. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
5. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Submit Operation and Maintenance Manuals concurrent with action submittal.
 - b. The Owner or Design Professional reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

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- B. Processing Time: Allow time for submittal review, including time for re-submittals, as follows. Time for review shall commence on the Design Professional's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including re-submittals.
1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. The Design Professional will advise the Contractor when a submittal being processed must be delayed for coordination.
 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Re-submittal Review: Allow 15 days for review of each re-submittal.
 4. Sequential Review: Where sequential review of submittals by the Design Professional's consultants, the Owner, or other parties is indicated, allow 21 days for initial review of each submittal.
- C. Identification and Information: Place a permanent label or title block on each paper copy submittal item for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
 2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by the Design Professional.
 3. Include the following information for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name of Design Professional.
 - d. Name of Construction Manager (if applicable).
 - e. Name of Contractor.
 - f. Name of subcontractor.
 - g. Name of supplier.
 - h. Name of manufacturer.
 - i. Submittal number including revision identifier.
 - 1) Submittal number shall be the submittal item number and Submittal Package number designated in the Contractor's Submission Schedule.
 - j. Drawing number and detail references, as appropriate.
 - k. Location(s) where product is to be installed, as appropriate.
 - l. Other necessary identification.
- D. Identification and Information: Identify and incorporate information in each electronic submittal file as follows:
1. Assemble complete submittal package into a single indexed file with links enabling navigation to each item.
 2. Name file with submittal number or other unique identifier, including revision identifier.
 3. Provide means for insertion to permanently record the Contractor's review and approval markings and action taken by the Design Professional.
 4. Include the following information on an inserted cover sheet:

GENERAL REQUIREMENTS for CONSTRUCTION

- a. Project name.
 - b. Date.
 - c. Name and address of Design Professional.
 - d. Name of Construction Manager (if applicable).
 - e. Name of Contractor.
 - f. Name of firm or entity that prepared submittal.
 - g. Name of subcontractor.
 - h. Name of supplier.
 - i. Name of manufacturer.
 - j. Number and title of appropriate Specification Section.
 - k. Drawing number and detail references, as appropriate.
 - l. Location(s) where product is to be installed, as appropriate.
 - m. Related physical samples submitted directly.
 - n. Other necessary identification.
5. Include the following information as keywords in the electronic file metadata:
- a. Project name.
 - b. Number and title of appropriate Specification Section.
 - c. Manufacturer name.
 - d. Product name.
- E. Options: Identify options requiring selection by the Design Professional.
- F. Deviations: Identify deviations from the Contract Documents on submittals.
- G. Additional Copies: Unless the Design Professional observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
- H. Transmittal: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. The Design Professional will return submittals, without review, received from sources other than the Contractor.
1. Transmittal Form: Use the Contractor's office form.
 2. Transmittal Form: Provide locations on form for the following information:
 - a. Project name.
 - b. Date.
 - c. Destination (To:).
 - d. Source (From:).
 - e. Names of subcontractor, manufacturer, and supplier.
 - f. Category and type of submittal.
 - g. Submittal purpose and description.
 - h. Specification Section number and title.
 - i. Indication of full or partial submittal.
 - j. Drawing number and detail references, as appropriate.
 - k. Transmittal numbered consecutively.
 - l. Submittal and transmittal distribution record.
 - m. Remarks.
 - n. Signature of transmitter.

GENERAL REQUIREMENTS for CONSTRUCTION

3. On an attached separate sheet, prepared on the Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by the Design Professional on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- I. Re-submittals: Make re-submittals in same form and format.
 1. Note date and content of previous submittal.
 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 3. Resubmit submittals until they are marked with approval notation from the Design Professional's action stamp.
 - J. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, and installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
 - K. Use for Construction: Use only final submittals that are marked with approval notation from the Design Professional's action stamp.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
 1. Submit electronic submittals via email as electronic (PDF) files, to the Design Professional. If applicable, the Design Professional will forward submittals to the Commissioning Authority for systems being commissioned. The Owner may request paper copies of certain submittals for onsite coordination.
 - a. The Design Professional, through the Owner, will return annotated file. Annotate and retain one copy of file as an electronic Project turnover document file.
 - b. The Commissioning Authority through the Design Professional will return annotated file.
 2. Operation and Maintenance Manual Submittals: Submit concurrent with the Action Submittal, as related in individual Specification Sections.
 3. Closeout Submittals: Comply with requirements specified in Section 017700 – Contract Closeout Requirements and as listed in the Contractor's Submission Schedule.
 4. Permits, Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Permits, Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.

GENERAL REQUIREMENTS for CONSTRUCTION

- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Submittal Package number and Submittal Item number.
 - b. Manufacturer's catalog cuts.
 - c. Manufacturer's product specifications.
 - d. Standard color charts.
 - e. Statement of compliance with specified referenced standards.
 - f. Testing by recognized testing agency.
 - g. Application of testing agency labels and seals.
 - h. Notation of coordination requirements.
 - i. Availability and delivery time information.
 4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams showing factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 5. Submit Product Data concurrent with Samples.
 6. Submit Product Data in electronic (PDF) file format.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Submittal Package number and Submittal Item number.
 - b. Identification of products.
 - c. Schedules.
 - d. Compliance with specified standards.
 - e. Notation of coordination requirements.
 - f. Notation of dimensions established by field measurement.
 - g. Relationship and attachment to adjoining construction clearly indicated.
 - h. Seal and signature of professional engineer if specified.
 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 30 by 42 inches.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.

GENERAL REQUIREMENTS for CONSTRUCTION

1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Submittal Package number and Submittal Item number.
 - b. Generic description of Sample.
 - c. Product name and name of manufacturer.
 - d. Sample source.
 - e. Number and title of applicable Specification Section.
 3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work, or otherwise designated as the Owner's property, are the property of the Contractor.
 4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: For turnover purpose, submit six full sets of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. The Design Professional, through the Owner, will return submittal with options selected.
 5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit six sets of Samples. The Design Professional, through the Owner, will retain two Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a turnover sample.
 - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least six sets of paired units that show approximate limits of variations.
- E. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:

GENERAL REQUIREMENTS for CONSTRUCTION

1. Name, address, and telephone number of entity performing subcontract or supplying products.
 2. Number and title of related Specification Section(s) covered by subcontract.
 3. Drawing number and detail references, as appropriate, covered by subcontract.
 4. Submit subcontract list in PDF electronic file, to the Owner.
- F. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- G. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on American Welding Society (AWS) forms. Include names of firms and personnel certified.
- H. OSHA Certificates: Upon the Owner's request, submit certificates of the OSHA 10-hour Construction Safety and Health Course – S1537-A, for all laborers, workers and mechanics working on site.
- I. Installer Certificates: Upon the Owner's request, submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- J. Manufacturer Certificates: Upon the Owner's request, submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- K. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- L. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- M. Field Test Reports: Submit reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to the Design Professional.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date

GENERAL REQUIREMENTS for CONSTRUCTION

of the Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 DESIGN PROFESSIONAL'S ACTION

- A. General: The Design Professional will not review submittals that do not bear the Contractor's approval stamp and will return them without action.
- B. Action Submittals: The Design Professional will review each submittal, make marks to indicate corrections or modifications required, and return it through the Owner. The Design Professional will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
- C. Informational Submittals: The Design Professional will review each submittal and will return it if it does not comply with requirements.
- D. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from the Design Professional.
- E. Incomplete submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- F. Submittals not required by the Contract Documents may not be reviewed and may be discarded.
- G. On projects that have commissioning, the Commissioning Authority will receive copies of the submittals through the Design Professional and will provide comments on the submittals via the Design Professional.

3.3 CONTRACTOR'S SUBMITTAL SCHEDULE

- A. The Contractor's Submission Schedule: The Contractor's Submission Schedule, prepared by the Design Professional is attached following the end of this section. The Contractor shall provide the dates each item needs to be submitted to the Owner no later than 30 days after approval of CPM schedule. The schedule shall include the date of all shop drawings, samples, materials that shall be submitted and the date approval is required. The Contractor shall adhere to the submittal processing time as describe in paragraph 1.5 above when developing the submittal schedule. The Contractor is to coordinate and cooperate with the Owner and Design Professional to complete scheduling in accordance with the approved CPM schedule.

END OF SECTION 013300



SUBMITTAL LOG

PROJECT - CITY COLLEGE OF NEW YORK- SHEPARD HALL ROOF REPLACEMENT AND FAÇADE REPAIRS
425 E 25th St, New York, NY 10019
DASNY Project No. # 3635809999
SSX Super No. 06353 R01

Submittal Types		Submittal Actions	
DOC	Document	A	No exceptions taken
MU	Mock-up	A/N	Note Marking
SD	Shop Drawing	*	Item not yet submitted
PS	Product Sample	REJ	Rejected
PD	Product Data	R	Resubmit

Description	Sub No.	Item	Date Rec'd	Action	Date Resub'd	Action	Date Ret'd	Remarks	Submitted Products (per SSX Specifications)
DOB Work Permit									
Sidewalk Shed Permit									
As-Built Documents									
024119 - Selective Demolition									
028200 - Asbestos Removal									
Pre-Work Submittals	1.04 A	DOC							
On-Site Submittals	3.01	DOC							
Project Close-out Submittals	1.04 C, D	DOC							
028310 - Lead Safe Work Practices OSHA Spec									
Quality Assurance Documents	1.03	DOC							
Certifications	1.04 A	DOC							
Equipment List	1.04 B	DOC							
LBP and LCP Safe Work Practice Compliance Plan	1.04 C	DOC							
Compliance Program	1.04 D	DOC							
Sampling + Laboratory Analysis Reports	1.04 E	DOC							
Competent Person certification	1.04 F	DOC							
Closeout Submittals									
028600 - Identification and Disposal of Hazardous Waste									
Pre-Work Submittals	1.04 A	DOC							
On-Site + Construction Submittals	1.04 B	DOC							
Project Close-Out Submittals	1.04 C	DOC							
029000 - Lawn Restoration									
Manufacturer Certified Analysis	1.02 B	DOC							
Grass Seed Certification	1.02 C	DOC							
Qualification Data for Quality Assurance	1.02 D	DOC							
Maintenance Instructions	1.02 E	DOC							
Turfgrass Species	2.01 A	DOC, PD							
Sedum	2.01 B	DOC, PD							
Topsoil	2.02 A	DOC, PD							
Fertilizer	2.03 A	DOC, PD							
030100 - Concrete Restoration									
Injection Ports	1.02 B	PS							
Manufacturer Approved Installer Credentials	1.02 C	DOC							
Concrete Spall Restoration Bond Strength Test Reports	1.02 D	DOC							
Warranty Letter of Intent	1.02 E	DOC							

Description	Sub No.	Item	Date Rec'd	Action	Date Resub'd	Action	Date Ret'd	Remarks	Submitted Products (per SSX Specifications)
Sample Warranty	1.02 E	DOC							
Manufacturer Inspection Reports/ Certifications	1.02 E	DOC							
Concrete Deck Repair Mortar	2.02 A	PD							

034900 - Glass-Fiber Reinforced Concrete

GFRC Manufacturer Test Reports (On-demand)	1.02 C	DOC							
Anchorage Pull-out Test Reports	1.02 D	DOV							
Sample Warranty	1.02 E	DOC							
Manufacturer Inspection Reports/ Certifications	1.02 E	DOC							
Engineering Calculations	1.0D F	SD							
GFRC Units	2.01 A	PD, PS, SD							

040130 - Terracotta Restoration

Special Inspection Reports	1.02 C	DOC							
Manufacturer Approved Installer Credentials	1.02 D	DOC							
Sample Warranty	1.02 E	DOC							
Manufacturer Inspection Reports/ Certifications (On-Demand)	1.02 E	DOC							
Micro Injection Grout (Hairline to 3/16")	2.01 A	PD							
Crack and Void Injection Grout (3/16" and up)	2.01 B	PD							
Repair Coating: E	2.02 B	PD, PS							
Patching Compound	2.03 A	PS, PD							
Epoxy Adhesive	2.04 A	PD							
Temporary Non-staining Crack Sealer	2.07 A	PD							
Injection Ports (HDP)	2.08 A	PD							

040513 - Masonry Mortar

Mix Design	1.02 B	DOC, PD, PS							
Mortar Components (Cement, Lime, Pigment, Sand)	1.02 C	PS							
Special Inspection Reports	1.02 D	DOC							
Field Quality Control Test Reports	1.02 E	DOC							
Mortar: ASTM C 270 Type N	2.02 A	PD, PS							

040519 - Masonry Anchorage and Reinforcing

Anchors/ Fasteners	1.02 B	PS							
Anchorage Pull-Out Test Reports	1.01 C	DOC							
ICC-ES (Evaluation Service) Reports	1.02 D	DOC							
Hammer Drive Anchor	2.02 A	PD, PS							
Anchorage Adhesive	2.03 A	PD							
Threaded Rod	2.03 B	PD							
Screen Tube	2.03 C	PD							
Stone Anchors	2.04 A	PD, PS							

061000 - Rough Carpentry

Engineering Data for Power Driven Fasteners	1.02 B	DOC							
Roofing Manufacturer Written Approval	1.02 D	DOC							
Wood Blocking	2.02 A	PD							
Wood Nailer	2.02 B	PD							
Wood Sleepers	2.02 C	PD							
Exterior Grade Plywood	2.03 A	PD							
Fasteners	2.05	PD, PS							

073126 - Slate Shingles

Nail Pull-out Test Reports	1.02 C	DOC							
Deck Dryness Test Report	1.02 C	DOC							
Installer Qualifications	1.02 D	DOC							
Manufacturer Approved Installer Credentials	1.02 E	DOC							
Shop Drawings/ Roofing Details	1.02 F	SD							
Slate Shingles	2.01 A	PD, PS							
Underlayment	2.02 A	PD, PS							
Ice Dam Protection Membrane	2.02 B	PD							
Copper Roofing Nails	2.03 A	PD							

075419 - Thermoplastic Roofing Membrane

Description	Sub No.	Item	Date Rec'd	Action	Date Resub'd	Action	Date Ret'd	Remarks	Submitted Products (per SSX Specifications)
Contractor Qualifications	1.02 B	DOC							
Sample Warranty	1.02 C	DOC							
System Letter	1.02 D	DOC							
Roof System	1.02 G	SD							
Manufacturer Certification	1.02 H	DOC							
Applicator Certification	1.02 I	DOC							
PVC Feltback Membrane	2.03 A	PD, PS							
Initial Roofing Membrane	2.04 A	PD, PS							
Membrane Flashing	2.05 A	PD, PS							
Cover Board/ Substrate Board	2.06 A	PD							
Polysocyanurate Foam Board Insulation	2.07 A	PD							
Insulation Board Adhesive	2.07 B	PD							
Fasteners	2.08 A	PD							
Fastener Plates	2.08 B	PD							
Termination Bar	2.08 C	PD							
Aluminum Tape	2.09 A	PD							
Sealing Tape Strip	2.09 B	PD							
Multi-Purpose Tape	2.09 C	PD							
Cleaner	2.09 D	PD							

075600 - Fluid Applied Roofing

Deck Survey	1.02 B	SD							
Manufacturer Approved Installer Credentials	1.02 D	DOC							
Membrane Bond Strength Test Reports	1.02 E	DOC							
Deck Dryness Test Reports	1.02 E	DOC							
Sample Warranty	1.02 F	DOC							
Manufacturer Approved Installer Credentials	1.02 F	DOC							
Fluid Applied Membrane	2.02 A	PD, PS							
Fluid Applied Flashing	2.02 B	PD							
Modified Bituminous Membrane Base Sheet	2.03 A	PD							
Primer (for Fluid Applied Membrane)	2.04 A	PD							
Resin Patching / Leveling Compound	2.05 A	PD							
Modified Repair Mortar	2.06 A	PD							
Cementitious Grout (Non-Shrink)	2.06 B	PD							
Rapid Hardening Cementitious Fill	2.07 A	PD							
Extruded Polystyrene Insulation	2.08 A	PD							
Precast Concrete Ballast Pavers	2.09 F	PD							
Paver Alignment Tab	2.10 A	PD							
EPDM Pedestals	2.10 B	PD							
Equipment Pad	2.11 A	PD							
Drainage Mat	2.11 B	PD							

076200 - Flashing (Sheet Metal and Flexible)

Component System Shop Drawings	1.02 C	SD							
Fabricator Qualifications for Sheet Metal	1.02 D	DOC							
Fabricator Certification/ System Letter	1.02 E	DOC							
Lead Coated Copper Sheet Metal	2.02 A	PD							
Sheet Metal Sill Pan	2.03 A	PD							
Continuous Cleats	2.03 B	PD							
Cleats (Lead Coated Copper)	2.03 C	PD							
Fasteners (Sheet Metal)	2.03 D	PD, PS							
Pre-Formed Sheet Metal Flashing (Lead Coated Copper)	2.04 A	PD, PS							
Modified Bitumen Flexible Flashing	2.05 A	PD, PS							
2-Piece Counterflashing (Lead Coated Copper)	2.06 A	PD							
Solder (for Copper)	2.07 A	PD							
Utility Mastic	2.07 B	PD							
Pop Rivet	2.07 C	PD							

077123 - Manufactured Gutters, Downspouts and Scuppers

Gutter/ Downspout System Layout	1.02 C	SD							
Manufacturer Certification / System Letter	1.02 D	DOC							
Downspout	2.02 A	PD, PS							
Downspout Straps	2.03 A	PD							
Splash Block	2.03 B	PD							

Description	Sub No.	Item	Date Rec'd	Action	Date Resub'd	Action	Date Ret'd	Remarks	Submitted Products (per SSX Specifications)
077253 - Snow Guards									
Installer Qualifications	1.03 C	DOC							
Manufacturer Approved Installer Credentials	1.03 D	DOC							
Snow Guard Assembly	2.01	SD, PS							
Snow Guard Bracket	2.01 A	PD							
Base Plate	2.01 B	PD, PS							
Tubing	2.01 C	PD							
Couplings	2.01 D	PD							
End Caps	2.01 E	PD							
End Collars	2.01 F	PD							
Fasteners	2.01 G	PD, PS							
079200 - Joint Sealants									
Compatibility and Adhesion Test Reports	1.02 C	DOC							
Field Adhesion Test Reports	1.02 C	DOC							
Joint Sealant Installation Log	1.02 D	DOC							
Sample Warranty	1.02 E	DOC							
Manufacturer Inspection Reports/ Certifications	1.02 E	DOC							
Sealant : NT (NS) Skylights / Metal	2.02 A	PD, PS							
Non-Staining Sealant : NT(NS) GFRC / Terracotta	2.02 B	PD, PS							
Cleaner	2.03 A	PD							
Primer	2.03 B	PD							
Backer Rod	2.04 A	PD							
Bond Breaker Tape	2.04 B	PD							
Masking	2.04 C	PD							
086300 - Skylight									
Manufacturer Approved Installer Credentials	1.02 C	DOC							
Test Reports	1.02 D	DOC							
Wire Glass	2.01 A	PD, PS							
Plexi Glass	2.02 A	PD							
087100 - Door Hardware									
Master Hardware Table	1.02 C	DOC							
Flat Utility Threshold	2.02 A	PD, PS							
Door Sweep	2.03 A	PD							
099713 - Steel Coatings									
Steel Coating: 2E	2.02 A	PD, PS							
118129 - Horizontal Fall Protection									
Manufacturer Approved Installer Credentials	1.02 B	DOC							
Manufacturer Literature	1.02 C	DOC							
Assembly Shop Drawing	1.02 D	SD							
Horizontal Fall Protection System	2.01 A	PD, SD							
221426 - Drains									
Existing Drain Flow Test Reports	1.02 B	DOC							
New Drain Test Reports	1.02 C	DOC							
Roof Drain (16" Dia.)	2.02 A	PD							
IRMA Drain (16" Dia.)	2.02 B	PD							
Retrofit Drain	2.02 C	PD							
Drain Dome	2.02 A	PD							

GENERAL REQUIREMENTS for CONSTRUCTION

SECTION 014000 - QUALITY AND CODE REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The Contract Documents, including but not limited to, the Drawings and Individual Specification Sections and New York City (NYC) Statement of Special Inspections and Tests, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve the Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality assurance and quality control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit the Contractor's other quality assurance and quality control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for the Contractor to provide quality assurance and quality control services required by the Owner or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Sections:
 - 1. Section 013200 - Construction Progress Documentation, for developing a schedule of required tests and inspections.
 - 2. Individual Specification Sections, for specific inspections and tests requirements.

1.3 DEFINITIONS

- A. Quality Assurance Services: Activities, actions, and procedures performed during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements.
- C. Mockups: Full size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to

GENERAL REQUIREMENTS for CONSTRUCTION

show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Approved mockups establish the standard by which the Work will be judged.

- D. Product Testing: Tests and inspections that are performed by a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- E. Field Quality Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- F. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- G. Installer/Applicator/Erector: The Contractor or another entity engaged by the Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
- H. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 ACTION SUBMITTALS

- A. Shop Drawings: For mockups, provide plans, sections, and elevations, indicating materials and size of mockup construction.
 - 1. Indicate manufacturer and model number of individual components.
 - 2. Provide axonometric drawings for conditions difficult to illustrate in two dimensions.

1.5 INFORMATIONAL SUBMITTALS

- A. Contractor's Quality Control Plan: For quality assurance and quality control activities and responsibilities.
- B. Contractor's Quality Control Manager Qualifications: For supervisory personnel.
- C. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- D. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
 - 1. Specification Section number and title.
 - 2. Entity responsible for performing tests and inspections.
 - 3. Description of test and inspection.
 - 4. Identification of applicable standards.
 - 5. Identification of test and inspection methods.
 - 6. Number of tests and inspections required.

GENERAL REQUIREMENTS for CONSTRUCTION

7. Time schedule or time span for tests and inspections.
8. Requirements for obtaining samples.
9. Unique characteristics of each quality control service.

1.6 CONTRACTOR'S QUALITY CONTROL PLAN

- A. Quality Control Plan, General: Submit quality control plan within 10 days of Notice to Proceed, and not less than five days prior to preconstruction conference. Submit in format acceptable to the Owner. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality assurance and quality control responsibilities. Coordinate with Contractor's construction schedule.
- B. Quality Control Personnel Qualifications: Engage qualified full-time personnel trained and experienced in managing and executing quality assurance and quality control procedures similar in nature and extent to those required for Project.
 1. Project quality control manager may also serve as Project superintendent.
- C. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review.
- D. Testing and Inspection: Include in quality control plan a comprehensive schedule of the Work requiring tests or inspections, including the following:
 1. The Contractor-performed tests and inspections including subcontractor-performed tests and inspections. Include required tests and inspections and the Contractor-elected tests and inspections.
 2. Special inspections required by authorities having jurisdiction and indicated on the "NYS or NYC Statement of Special Inspections and Tests."
- E. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring work into compliance with standards of workmanship established by Contract requirements and approved mockups.
- F. Monitoring and Documentation: Maintain testing and inspection reports including log of approved and rejected results. Include work the Owner has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

1.7 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
 1. Date of issue.
 2. Project title and number.

GENERAL REQUIREMENTS for CONSTRUCTION

3. Name, address, and telephone number of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspecting.

B. **Manufacturer's Technical Representative's Field Reports:** Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:

1. Name, address, and telephone number of technical representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.
3. Statement that products at Project site comply with requirements.
4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
6. Statement whether conditions, products, and installation will affect warranty.
7. Other required items indicated in individual Specification Sections.

C. **Factory-Authorized Service Representative's Reports:** Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:

1. Name, address, and telephone number of factory-authorized service representative making report.
2. Statement that equipment complies with requirements.
3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
4. Statement whether conditions, products, and installation will affect warranty.
5. Other required items indicated in individual Specification Sections.

1.8 PERMITS, LICENSES, AND CERTIFICATES:

A. The Contractor shall obtain, maintain and pay for all applications, permits, filings, and licenses necessary for the execution of the Work and for the use of such Work when completed as required by any and all authorities having jurisdiction. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of authorities having jurisdiction bearing on performance of the Work.

B. The Contractor shall promptly assist the Owner in securing all approvals from authorities having jurisdiction. Without limitation, the Contractor shall assist the Owner in making

GENERAL REQUIREMENTS for CONSTRUCTION

application for Project approval, variances or other approvals, Letters of Completion, Temporary Certificates of Occupancy, and Certificates of Occupancy, including completion of all necessary applications and supporting documentation.

- C. The Contractor shall comply with all regulations governing conduct, access to the premises, operation of equipment and systems and conduct while in or near the premises and shall perform the Work in such a manner as not to unreasonably interrupt or interfere with the conduct of business of the Institution.
- D. For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, material certificates/affidavits, approvals, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.
- E. Dormitory Authority Permits: Prior to commencement of the Work, the Dormitory Authority shall provide the Contractor, at no costs, a Construction Permit for performance of the Work and post a copy at the Project site.
 - 1. The Contractor shall secure and pay for all other work permits, applications, filings, and approvals that are associated with the Work of the Contract and pay all other permits, fees, licenses and inspections necessary for the proper execution and completion of the Contract as required by all other applicable authorities having jurisdiction.
- F. New York City Permits: The Contractor shall secure and pay for all work permits, applications, filings, and approvals that are associated with the Work of the Contract and pay all other permits, fees, licenses and inspections necessary for the proper execution and completion of the Contract as required by applicable New York City agencies and departments (i.e. Department of Buildings, Bureau of Electrical Control, Fire Department, Department of Environmental Protection, etc.).
 - 1. The Contractor shall secure required work permits and approvals prior to commencement of the Work, provide a copy to the Owner and post a copy of the permit at the Project site.
 - 2. The Contractor shall be responsible to maintain updated work permits and approvals.
 - 3. Upon Substantial Completion of the Work of the Contract, the Contractor shall secure all required approvals from applicable New York City agencies and departments. The Contractor shall provide a copy to the Owner.
- G. Municipal Permits: The Contractor shall secure and pay for a building permit and all work permits, applications, filings, and approvals that are associated with the Work of the Contract and pay all other permits, fees, licenses and inspections necessary for the proper execution and completion of the Contract as required by applicable authorities having jurisdiction.
 - 1. The Contractor shall secure required building permit or work permits and approvals prior to commencement of the Work, provide a copy to the Owner and post a copy of the permit at the Project site.
 - 2. The Contractor shall be responsible to maintain updated permits and approvals.
 - 3. Upon Substantial Completion of the Work of the Contract, the Contractor shall secure all required approvals from applicable authorities having jurisdiction. The Contractor shall provide a copy to the Owner. |

GENERAL REQUIREMENTS for CONSTRUCTION

1.9 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
- F. Testing Agency Qualifications: An independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329, and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
- G. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- H. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
 - 1. Build mockups in location and of size indicated or, if not indicated, as directed by the Owner.
 - 2. Notify the Owner seven days in advance of dates and times when mockups will be constructed.
 - 3. Employ supervisory personnel who will oversee mockup construction. Employ workers that will be employed during the construction at the Project.
 - 4. Demonstrate the proposed range of aesthetic effects and workmanship.
 - 5. Obtain the Owner's approval of mockups before starting work, fabrication, or construction.
 - a. Allow seven days for initial review and each re-review of each mockup.

GENERAL REQUIREMENTS for CONSTRUCTION

6. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
7. Demolish and remove mockups when directed by the Owner.

1.10 QUALITY CONTROL

- A. Owner Responsibilities: Where quality control services are indicated as the Owner's responsibility, the Owner will engage a qualified testing agency to perform these services.
 1. The Owner will furnish the Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to the Owner are the Contractor's responsibility. Perform additional quality control activities required to verify that the Work complies with requirements, whether specified or not.
 1. Unless otherwise indicated, provide quality control services specified and those required by authorities having jurisdiction. Perform quality control services required of the Contractor by authorities having jurisdiction, whether specified or not.
 2. Where services are indicated as the Contractor's responsibility, engage a qualified testing agency to perform these quality control services.
 - a. Contractor shall not employ same entity engaged by the Owner, unless agreed to in writing by the Owner.
 3. Notify testing agencies at least 24 hours in advance of time (excluding weekends and holidays) when Work that requires testing or inspecting will be performed.
 4. Where quality control services are indicated as the Contractor's responsibility, submit a written report, in duplicate, of each quality control service.
 5. Testing and inspecting requested by the Contractor and not required by the Contract Documents are the Contractor's responsibility.
 6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 013300 - Submittal Procedures.
- D. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- E. Retesting/Reinspecting:

GENERAL REQUIREMENTS for CONSTRUCTION

1. Regardless of whether original tests or inspections were the Contractor's responsibility, provide quality control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
 2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents, or costs attributable to the Contractor's lack of coordination in properly scheduling the Work requiring testing and inspection will be charged to Contractor and the Contract Sum will be adjusted by Change Order.
- F. Testing Agency Responsibilities: Cooperate with the Owner and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify the Owner and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 4. Submit a written report, in duplicate, of each test, inspection, and similar quality control service through Contractor.
 5. Does not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 6. Do not perform any duties of the Contractor.
- G. Associated Services: The Contractor shall cooperate with agencies performing required tests, inspections, and similar quality control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. The Contractor shall provide the following:
1. Access to the Work, including equipment required to access the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 4. Facilities for storage and field curing of test samples.
 5. Delivery of samples to testing agencies.
 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- H. Coordination: Coordinate sequence of activities to accommodate required quality assurance and quality control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- I. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality control services required by the Contract Documents. Coordinate and submit concurrently with Contractor's construction schedule. Update as the Work progresses.

GENERAL REQUIREMENTS for CONSTRUCTION

1. Distribution: Distribute schedule to the Owner, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

1.11 |NYC| SPECIAL INSPECTIONS AND TESTS

- A. Special Inspections and Tests: The Owner will engage a qualified testing agency to conduct special inspections and tests required by authorities having jurisdiction as the responsibility of the Owner, as indicated in the |NYC| Statement of Special Inspections and Tests, attached to this Section, and as follows:
 1. Notifying Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
 2. Submitting a written report of each test, inspection, and similar quality control service to the Owner with copy to the Contractor and to authorities having jurisdiction. Frequency of reporting shall be determined in consultation with the Owner.
 3. Submitting a final report of special tests and inspections at Substantial Completion, this includes a list of unresolved deficiencies.
 4. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents or code requirements.
 5. Retesting and reinspecting corrected work.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve a Contractor of responsibility for compliance with the Contract Document requirements.
 1. Specified tests, inspections, and related actions do not limit Contractor's quality control procedures that facilitate compliance with the Contract Document requirements.
 2. Inspections and tests performed by the testing agency shall in no way relieve the Contractor of the responsibility to construct in accordance with the Contract Documents.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Prepare a record of tests and inspections. Include the following:
 1. Date test or inspection was conducted.
 2. Description of the Work tested or inspected.
 3. Date test or inspection results were transmitted to the Design Professional.
 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for the Owner's reference during normal working hours.

GENERAL REQUIREMENTS for CONSTRUCTION

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
- B. Protect construction exposed by or for quality control service activities.
- C. Repair and protection are the Contractor's responsibility, regardless of the assignment of responsibility for quality control services.

END OF SECTION 014000



**2022 BUILDING CODE OF NYC
STATEMENT OF SPECIAL INSPECTIONS**

The Registered Design Professional shall complete this table with respect to the project scope and include with the DASNY General Requirements, Section 014000 ¹		
Campus/Facility: CITY COLLEGE OF NEW YORK, SHEPARD HALL		
Project Title: ROOF REPLACEMENT		
Project Number: 3635809999	DASNY Project Manager: Katherine Leung	
Registered Design Professional (RDP): Paul Millman		
Name of Person Completing Statement: Alenya Becker	Phone: 212-505-1133	Date: 01/12/2024
Comments:		

VERIFICATION AND INSPECTION	CONTINUOUS	PERIODIC	2022 NYCBC REFERENCE	CHECK IF REQUIRED	SPECIFICATION REFERENCE AND CLARIFYING NOTES (by RDP) ²	COMMENTARY/NOTES (by DASNY) ³
A. Steel Construction			1704.2, 1705.2 Table 1705.2			Fabrication of structural members and field assembly.
1. Material verification of high-strength bolts, nuts, and washers:						Includes submittal review and field verification.
a. Identification markings to conform to ASTM standards specified in the approved construction documents.		X	AISC 360, Section A3-3; RCSC Section 2	<input type="checkbox"/>	051200	As specified in the construction documents
b. Manufacturer's certificate of compliance required.		X	RCSC Section 2.1	<input type="checkbox"/>	051200	
2. Inspection of high-strength bolting:			1705.2.3			
a. Snug-tight joints		X		<input type="checkbox"/>	051200	Turn of the nut bolting shall be continuously inspected.
b. Pre-tensioned and slip- critical joints using turn-of-nut with matchmarking, twist-off bolt or direct tension indicator methods of installation		X		<input type="checkbox"/>		AISC 360 Section M2.5 and RCSC Specification for Structural Joints using High Strength Bolts Section 9.
c. Pre-tensioned and slip critical joints using turn-of-nut without matchmarking or calibrated wrench methods of installation.	X			<input type="checkbox"/>		AISC 360 Section M2.5 and RCSC Specification for Structural Joints using High Strength Bolts Section 9.
d. Pre-installation verification testing.	X			<input type="checkbox"/>		Specification for Structural Joints using High-Strength Bolts Section 8.2.
3. Material verification of structural steel and cold formed steel deck:						
a. For structural steel, identification markings to conform to AISC 360		X		<input type="checkbox"/>		AISC 360 Section A3.1, N2.1, N3.2(a) and (k)(1)

VERIFICATION AND INSPECTION	CONTINUOUS	PERIODIC	2022 NYCBC REFERENCE	CHECK IF REQUIRED	SPECIFICATION REFERENCE AND CLARIFYING NOTES (by RDP) ²	COMMENTARY/NOTES (by DASNY) ³
b. For other steel, identification markings to conform to ASTM Standards specified in the approved construction documents.				<input type="checkbox"/>		Applicable ASTM Standards
c. Manufacturers' certified mill test reports.		X		<input type="checkbox"/>		Applicable ASTM material standards
4. Material verification of weld filler materials						Includes (a) review of manufacturer's certificate of compliance and (b) field verification of identification markings to AWS spec.
a. Identification of markings to conform to AWS specification in the approved construction documents.	-	-		<input type="checkbox"/>	051200	AISC 360 Section A3.5 and N3.2(e), and applicable AWS A5 documents; and AWS D1.1 5.3.1 and approved construction documents
b. Manufacturer's certificate of compliance required.	-	-		<input type="checkbox"/>	051200	AISC 360 Section A3.5
5. Inspection of welding:				<input type="checkbox"/>		NDT requirements and frequencies as specified in the Contract Documents.
a. Structural Steel						
1. Complete and partial penetration groove welds.	X		1705.2.1	<input type="checkbox"/>		AWS D1.1
2. Multi-pass fillet welds	X		1705.2.1	<input type="checkbox"/>		AWS D1.1
3. Single pass fillet welds greater than 5/16"	X		1705.2.1	<input type="checkbox"/>		AWS D1.1
4. Plug and slot welds	X		1705.2.1	<input type="checkbox"/>		AWS D1.1
5. Single pass fillet welds less than or equal to 5/16"		X	1705.2.1	<input type="checkbox"/>	051200	AWS D1.1
6. Floor and roof deck welds.		X		<input type="checkbox"/>		AWS D1.3
7. Cold-formed steel welds		X		<input type="checkbox"/>		AWS D1.3
6. Reinforcing Steel			1903.6.2			
a. Pre-welding verification of base metal		X	1903.6.2	<input type="checkbox"/>		AWS D1.4
b. Reinforcing steel-resisting flexural and axial forces in intermediate and special moment frames, and boundary elements of special reinforced concrete shear walls and shear reinforcement.	X		1903.6.2	<input type="checkbox"/>		AWS D1.4

VERIFICATION AND INSPECTION	CONTINUOUS	PERIODIC	2022 NYCBC REFERENCE	CHECK IF REQUIRED	SPECIFICATION REFERENCE AND CLARIFYING NOTES (by RDP) ²	COMMENTARY/NOTES (by DASNY) ³
c. Shear reinforcement	X		1903.6.2	<input type="checkbox"/>		AWS D1.4 A minimum of 10% of shear studs shall be verified for strength of welded connection. If failure is evident in one or more, then the strength of all shear studs shall be verified.
d. Other reinforcing steel		X		<input type="checkbox"/>		Welding of indirect and direct butt joints shall be continuously inspected.
7. Inspection of steel frame joint details for compliance with the approved construction documents:			1705.2.2	<input type="checkbox"/>		
a. Details such as bracing and stiffening.		X	1705.2.2	<input type="checkbox"/>	051200	
b. Member locations		X	1705.2.2	<input type="checkbox"/>	051200	
c. Application of joint details at each connection.		X	1705.2.2	<input type="checkbox"/>	051200	
8. Verification of welder license/certification and welding procedures.	X		2204.1 Section 28-407.1 of the Administrative Code	<input type="checkbox"/>	051200	
9. Required Inspections of Open-Web Steel Joists and Joist Girders			1705.2.7 Table 1705.2.7			
a. Inspection of member sizes and locations.		X	Table 1705.2.7	<input type="checkbox"/>		
b. Inspection of end connections – welded or bolted.		X	Table 1705.2.7 2207.1	<input type="checkbox"/>		SJI Specifications
c. Inspection of standard bridging, horizontal or diagonal.		X	Table 1705.2.7 2207.1	<input type="checkbox"/>		SJI Specifications
d. Inspection of bridging, horizontal or diagonal, that differs from the SJI Specifications listed in Section 2207.1.		X	Table 1705.2.7	<input type="checkbox"/>		SJI Specifications
B. Cold-Formed Steel Construction			1705.2.6 Table 1705.2.6			
1. Material Verification						
a. Verify that identification markings conform to AISI S240 and as specified in the approved construction documents.	X		Table 1705.2.6	<input type="checkbox"/>		AISI S240, Section D6.5

VERIFICATION AND INSPECTION	CONTINUOUS	PERIODIC	2022 NYCBC REFERENCE	CHECK IF REQUIRED	SPECIFICATION REFERENCE AND CLARIFYING NOTES (by RDP) ²	COMMENTARY/NOTES (by DASNY) ³
b. Verify that material is clean, straight and undamaged.		X	Table 1705.2.6	<input type="checkbox"/>		
2. Inspection of General Framing						
a. Verify that member sizes conform to the approved construction documents.		X	Table 1705.2.6	<input type="checkbox"/>		AISI S240 Section C
b. Verify that member layout conforms to the approved construction documents.		X	Table 1705.2.6	<input type="checkbox"/>		
c. Verify that proper bearing lengths are provided in accordance with the approved construction documents.		X	Table 1705.2.6	<input type="checkbox"/>		
d. Verify that punched holes and sheared or flame cut edges of material in members are clean and free from notches and burred edges		X	Table 1705.2.6	<input type="checkbox"/>		
3. Inspection of framing connections and anchorages:						
a. Verify that screws, bolts, and other fasteners conform to approved construction document requirements for diameter, length, quantity, spacing, edge distance and location.		X	Table 1705.2.6	<input type="checkbox"/>		AISI S240 Section D6.7
b. Verify that manufactured connectors, such as joist hangars, caps, straps, clips, ties, hold-downs and anchors conform to approved construction document requirements for manufacturer, type, gauge, and fastener requirements.		X	Table 1705.2.6	<input type="checkbox"/>		AISI S240 Section B1.5 and Section C4
c. Post-installed connections to concrete.	X		Table 1705.2.6	<input type="checkbox"/>		AISI S240 Section D6.9
4. Inspection of Welding						
a. Inspect welds in accordance with S240 Section D6.6.		X	Table 1705.2.6	<input type="checkbox"/>		AWS D1.3, AISI S240 Section D6.6
b. Additional requirements for welds performed as a part of a lateral force-resisting system.	X		Table 1705.2.6	<input type="checkbox"/>		AISI S240 Section D6.9. In accordance with AISI S240 Section D6.9.1, continuous special inspection of weld fit-up in lateral force-resisting systems may be reduced to periodic special inspection upon fulfillment of the conditions of Section D6.9.1.

VERIFICATION AND INSPECTION	CONTINUOUS	PERIODIC	2022 NYCBC REFERENCE	CHECK IF REQUIRED	SPECIFICATION REFERENCE AND CLARIFYING NOTES (by RDP) ²	COMMENTARY/NOTES (by DASNY) ³
5. Bracing						
a. Verify that temporary bracing, shoring, jacks, etc., are installed and not removed until no longer necessary, in accordance with the approved construction documents and approved erection drawings.		X	Table 1705.2.6	<input type="checkbox"/>		AISI S240 Section 6
b. Verify that permanent bracing, web stiffeners, bridging, blocking, wind bracing, etc., are installed in accordance with the approved construction documents and approved erection drawings.		X	Table 1705.2.6	<input type="checkbox"/>		AISI S240 Section 6
c. Where a cold-formed steel truss clear span is 60 feet or greater, the special inspector shall verify that the temporary installation restraint/bracing and the and the permanent individual truss member restraint/bracing are installed in accordance with the approved truss submittal package.		X	2211.1.3.2	<input type="checkbox"/>		AISI S240 Section 6.
6. Pre-Installation Document Submittals		X	Table 1705.2.6	<input type="checkbox"/>		AISI S240, Section D3
7. Lateral Force-Resisting System Additional Requirements		X	Table 1705.2.6	<input type="checkbox"/>		AISI S240, Section D6.9
C. Concrete Construction			1704.2, 1705.3, Table 1705.3			Includes inspection of fabricators (precast) where applicable per BC 1704.2.
1. Inspect reinforcement, including prestressing tendons and verify placement.		X	1903.6.2 1907.1 1907.7 1911.4	<input type="checkbox"/>		ACI 318: Sections 3.5, 7.1-7.7
2. Inspection of reinforcing steel welding in accordance with 1705.2, Item 5b..	-	-	1903.5.2	<input type="checkbox"/>		AWS D1.4; ACI 318 Section 3.5.2
3. Inspect anchors cast in concrete.	X		1901.3	<input type="checkbox"/>		ACI 318 Section 17.8.2

VERIFICATION AND INSPECTION	CONTINUOUS	PERIODIC	2022 NYCBC REFERENCE	CHECK IF REQUIRED	SPECIFICATION REFERENCE AND CLARIFYING NOTES (by RDP) ²	COMMENTARY/NOTES (by DASNY) ³
4. Inspect anchors post-installed in hardened concrete members.			1912.1	<input type="checkbox"/>		ACI 318 Section 17.8; Specific requirements for special inspection shall be included in the research report for the anchor issued by an approved source in accordance with 17.8.2 in ACI 318, or other qualification procedures. Where specific requirements are not provided, special inspection requirements shall be specified by the registered design professional and shall be approved by the commissioner prior to the commencement of work.
a. Adhesive anchors installed in horizontally or upwardly inclined orientations to resist sustained tension loads.	X	X		<input type="checkbox"/>		ACI 318 Section 17.8
b. Mechanical anchors and adhesive anchors not defined in 4a.	X	X		<input type="checkbox"/>		ACI 318 Section 17.8
5. Verifying use of required design mix.		X	1904, 1905.2-1905.4, 1911.3	<input type="checkbox"/>		ACI 318: Chapter 4, 5.2-5.4. Submittal review. Batch plant inspection as specified in the contract documents.
6. Prior to concrete placement, fabricate specimens for strength tests, perform slump and air content tests, and determine the temperature of concrete. Determine water content when requirement.	-	-	1905.6, 1911.10	<input type="checkbox"/>		ASTM C172, ASTM C31, ACI 318: 5.6, 5.8. Standard sampling rate shall be in accordance with Section 1905.6.2. 4" x 8" cylinders may be accepted in lieu of 6" x 12" cylinders at the option of the Engineer of Record.
7. Inspection of concrete and shotcrete placement for proper application techniques.			1905.9,1905.10, 1911.6, 1911.7, 1911.8			ACI 318: 5.9, 5.10. Also includes precast and shotcrete placement. For precast inspection (in-plant) specify PCI-MNL116
a. Inspect concrete and shotcrete placement for proper application techniques.	X		1905.9,1905.10, 1911.6, 1911.7, 1911.8	<input type="checkbox"/>		ACI 318: 5.9, 5.10. Also includes precast and shotcrete placement. For precast inspection (in-plant) specify PCI-MNL116

VERIFICATION AND INSPECTION	CONTINUOUS	PERIODIC	2022 NYCBC REFERENCE	CHECK IF REQUIRED	SPECIFICATION REFERENCE AND CLARIFYING NOTES (by RDP) ²	COMMENTARY/NOTES (by DASNY) ³
b. For concrete pumped through a placement boom: Following the lubrication of the concrete placement boom and prior to Contractor's commencement of the concrete pour, observe and document as part of the special inspection of the concrete placement whether the material exiting the hose is concrete exhibiting a uniform matrix of aggregate.	X		1905.9,1905.10, 1911.6, 1911.7, 1911.8	<input type="checkbox"/>		ACI 318: 5.9, 5.10. Also includes precast and shotcrete placement. For precast inspection (in-plant) specify PCI-MNL116
8. Verify maintenance of specified curing temperature and techniques. Monitoring of in-place temperatures per thermal protection plan when required.		X	1905.11, 1905.13, 1911.9	<input type="checkbox"/>		ACI 318: 5.11-5.13. Field inspection of curing process.
9. Inspect prestressed concrete for:						
a. Application of pre-stressing forces	X			<input type="checkbox"/>		ACI 318: 18.20 ACI 318: 18.18.4
b. Grouting of bonded pre-stressing tendons	X			<input type="checkbox"/>		ACI 318: 18.20 ACI 318: 18.18.4
10. Inspect erection of precast concrete members.		X		<input type="checkbox"/>		ACI 318: Chapter 16. Specify PCI-MNL127.
11. Verify in-situ strength, prior to stressing of tendons in post tensioned concrete and prior to removal of shores and forms from beams and structural slabs.		X	1906.2	<input type="checkbox"/>		ACI 318: 6.2. Review field testing and laboratory reports.
12. Inspect formwork for shape, location and dimensions of the concrete member being formed.	X		1906.2	<input type="checkbox"/>		ACI 318: 6.1.1.
D. Masonry Construction <input type="checkbox"/> LB = Level B Inspection <input type="checkbox"/> LC = Level C Inspection			1705.4 Table 1705.4.1 Table 1705.4.3			
Level B Required Special Inspections and Tests of Masonry Construction						
Minimum Tests						
Verification of slump flow and Visual Stability Index (VSI) as delivered to the project site in accordance with TMS 602 Article 1.5.B.1.b.3 for self-consolidating grout.						
Verification of f'm and f'aac in accordance with TMS 602 Article 1.4B prior to construction, except where specifically exempted by this Code.						
Minimum Special Inspection						
1. Verify compliance with inspection provisions of construction documents and approved submittals.		X	Table 1705.4.1	<input type="checkbox"/>		TMS 602 Art 1.5
2. As masonry construction begins, the following shall be verified to ensure compliance:			Table 1705.4.1			

VERIFICATION AND INSPECTION	CONTINUOUS	PERIODIC	2022 NYCBC REFERENCE	CHECK IF REQUIRED	SPECIFICATION REFERENCE AND CLARIFYING NOTES (by RDP) ²	COMMENTARY/NOTES (by DASNY) ³
a. Proportions of site-prepared mortar		X		<input type="checkbox"/>		TMS 602 Art. 2.6A
b. Construction of mortar joints		X		<input type="checkbox"/>		TMS 602 Art. 3.3B
c. Grade and size of prestressing tendons and anchorages.		X		<input type="checkbox"/>		TMS 602 Art. 2.4B, 2.4H
d. Location of reinforcement, connectors, pre-stressing tendons and anchorages.		X		<input type="checkbox"/>		TMS 602 Art. 3.4, 3.6A
e. Prestressing technique.		X		<input type="checkbox"/>		TMS 602 Art. 3.6B
3. Prior to Grouting, the following shall be verified to ensure compliance:			Table 1705.4.1			
a. Grout space.		X		<input type="checkbox"/>		TMS 602 Art. 3.2D
b. Grade, type and size of reinforcement and anchor bolts, and prestressing tendons and anchorages.		X		<input type="checkbox"/>		
c. Placement of reinforcement, connectors, and prestressing tendons and anchorages.		X		<input type="checkbox"/>		TMS 402 Sec. 1.13, TMS 602 Art. 3.4
d. Proportions of site-prepared grout and prestressing grout for bonded tendons.		X		<input type="checkbox"/>		TMS 602 Art. 2.6B
e. Construction of mortar joints.		X		<input type="checkbox"/>		TMS 602 Art. 3.3B
4. Verify during construction:			Table 1705.4.1			
a. Size and location of structural elements.		X		<input type="checkbox"/>		TMS 602 Art. 3.3F
b. Type, size and location of anchors, including other details of anchorage of masonry to structural members, frames or other construction.		X		<input type="checkbox"/>		TMS 402 Sec. 1.2.1(e), 14.4.3
c. Welding of reinforcement.	X			<input type="checkbox"/>		TMS 402 Section 1.2.1(g), 6.1.6.2, 6.1.7.3, 13.7
d. Preparation, construction, and protection of masonry during cold weather (temperature below 40dF) or hot weather (temperature above 90dF).		X	2104.2, 2104.3	<input type="checkbox"/>		TMS 402 Section 3.1.3 TMS 602 Art. 1.8C, 1.8D
e. Preparation of any required grout specimens, mortar specimens and /or prisms shall be observed.		X		<input type="checkbox"/>		TMS 402 Art. 3.1.3 TMS 602 Art. 1.4
f. Application and measurement of prestressing force.	X			<input type="checkbox"/>		TMS 602 Art. 3.6B

VERIFICATION AND INSPECTION	CONTINUOUS	PERIODIC	2022 NYCBC REFERENCE	CHECK IF REQUIRED	SPECIFICATION REFERENCE AND CLARIFYING NOTES (by RDP) ²	COMMENTARY/NOTES (by DASNY) ³
g. Placement of grout and prestressing grout for bonded tendons is in compliance.	X			<input type="checkbox"/>		TMS 602 Art. 3.5, 3.6C
h. Placement of AAC masonry units and construction of thin-bed mortar joints.	X	X		<input type="checkbox"/>		TMS 602 Art. 3.3 B.9, 3.3 F.1.b Continuous inspection required for the first 5,000 square feet of AAC masonry, Periodic inspection required after the first 5,000 square feet of AAC masonry.
i. Grout space is clean.		X		<input type="checkbox"/>		TMS 602 Art. 3.2D
j. Placement of reinforcement and connections, and prestressing tendons and anchorages.		X		<input type="checkbox"/>		TMS 402 Section 6.1.3 and 10.8 TMS 602 Art. 3.3B
k. Proportions of site-prepared grout and prestressing grout for bonded tendons.		X		<input type="checkbox"/>		TMS 602 Art. 2.6B
l. Construction of mortar joints.		X		<input type="checkbox"/>		TMS 602 Art. 3.3B
5. Observe preparation of grout specimens, mortar specimens, and /or prisms.		X	Table 1705.4.1	<input type="checkbox"/>		TMS 602 Art. 1.4B2a3, 1.4B2b3, 1.4B2c3, 1.4B3, 1.4B4, 2.1A
Level C Required Special Inspections and Tests of Masonry Construction						
Minimum Tests						
Verification of f'm and f'aac in accordance with TMS 602 Article 1.4B prior to construction and every 5,000 square feet during construction.						
Verification of proportions of materials in premixed or preblended mortar, prestressing grout, and grout other than self-consolidating grout, as delivered to the project site in accordance with TMS 602 Article 1.5B.						
Verification of Slump flow and Visual Stability Index (VSI) as delivered to the project site in accordance with TMS 602 Article 1.5.B.1.b.3 for self-consolidating grout.						
Minimum Special Inspection						
1. Verify compliance with inspection provisions of construction documents and approved submittals.		X	Table 1705.4.3	<input type="checkbox"/>		TMS 602 Art 1.5
2. Verify that the following are in compliance:			Table 1705.4.3			
a. Proportions of site-prepared mortar, Grout and prestressing grout for bonded tendons.		X		<input type="checkbox"/>		TMS 602 Art. 2.6A
b. Grade, type, and size of reinforcement and anchor bolts, and prestressing grout for bonded tendons.		X		<input type="checkbox"/>		TMS 402 Section 6.1.2, 10.8 TMS 602 Art. 2.4, 3.4
c. Placement of masonry units and construction of mortar joints.	X	X		<input type="checkbox"/>		TMS 602 Art. 3.3B

VERIFICATION AND INSPECTION	CONTINUOUS	PERIODIC	2022 NYCBC REFERENCE	CHECK IF REQUIRED	SPECIFICATION REFERENCE AND CLARIFYING NOTES (by RDP) ²	COMMENTARY/NOTES (by DASNY) ³
d. Placement of reinforcement, connectors, prestressing tendons and anchorages.		X		<input type="checkbox"/>		TMS 402 Section 6.1.2, 10.8 TMS 602 Art. 3.4, 3.6A
e. Grout space prior to grouting.	X			<input type="checkbox"/>		TMS 602 Art. 3.2D
f. Placement of grout and prestressing grout for bonded tendons.	X			<input type="checkbox"/>		TMS 602 Art. 3.5
g. Placement of prestressing grout.	X			<input type="checkbox"/>		TMS 602 Art. 3.6C
h. Size and location of structural elements.		X		<input type="checkbox"/>		TMS 602 Art. 3.3F
i. Type, size and location of anchors, including other details of masonry to structural members, frames, or other construction.	X			<input type="checkbox"/>		TMS 402 Section 1.2.1(e), 14.4.3
j. Welding of reinforcement.	X			<input type="checkbox"/>		TMS 402 Section 1.2.1(g), 6.1.6.1.2, 6.1.7.3, 13.7
k. Preparation, construction and protection of masonry during cold weather (temperature below 40dF) or hot weather (temperature above 90dF).		X	Sec. 2104.2, 2104.3	<input type="checkbox"/>		TMS 602 Art. 1.8C, 1.8D
l. Application and measurement of prestressing force.	X			<input type="checkbox"/>		TMS 602 Art. 3.6B
m. Placement of AAC masonry units and construction of thin-bed mortar joints.	X			<input type="checkbox"/>		TMS 602 Art. 3.3B.9, 3.3F.1.b
n. Properties of thin-bed mortar for AAC masonry.	X			<input type="checkbox"/>		TMS 602 Art. 2.1 C.1
3. Observe preparation of grout specimens, mortar specimens, and/or prisms.	X		Table 1705.4.3	<input type="checkbox"/>		TMS 402Section 3.1.3 TMS 602 Art. 1.4
E. Wood Construction:			1705.5 1704.6			Fabrication of prefabricated structural elements and site-built assemblies.
1. Installation of high-load diaphragms		X	1705.5.1 1704.1	<input type="checkbox"/>		
2. Metal-plate-connected wood trusses		X	1705.5.2 1704.1	<input type="checkbox"/>		
3. Pre-fabricated wood I-joists		X	1705.5.3 1704.2	<input type="checkbox"/>		
4. Other structural wood construction		X	1705.5.4 110.3.3	<input type="checkbox"/>		Progress inspection per BC 110.3.3.
5. Type IV Construction			1705.5.6 Table 1705.5.6			
a. Inspection of anchorage and connections of mass timber construction to timber deep foundation systems		X	1705.7, 2308.3, 2304.10	<input type="checkbox"/>		

VERIFICATION AND INSPECTION	CONTINUOUS	PERIODIC	2022 NYCBC REFERENCE	CHECK IF REQUIRED	SPECIFICATION REFERENCE AND CLARIFYING NOTES (by RDP) ²	COMMENTARY/NOTES (by DASNY) ³
b. Inspect erection of mass timber, including material verification.		X	2303.1.4, 2303.1.10	<input type="checkbox"/>		PRG-320, ASTM D5456
c. Inspection of connections where installation methods are required to meet design loads.			2304.10, 2304.11.1.1 to 2304.11.4			NDS 11-14 ANSI/ASME Standard B18.2.1, B18.6.1 as per connection manufacturer's installation instructions.
1. Threaded fasteners		X	2304.10, 2304.11.1.1 to 2304.11.4	<input type="checkbox"/>		NDS 11-14 ANSI/ASME Standard B18.2.1, B18.6.1 as per connection manufacturer's installation instructions.
a. Verify use of proper installation equipment		X	2304.10, 2304.11.1.1 to 2304.11.4	<input type="checkbox"/>		NDS 11-14 ANSI/ASME Standard B18.2.1, B18.6.1 as per connection manufacturer's installation instructions.
b. Verify use of pre-drilled holes where required		X	2304.10, 2304.11.1.1 to 2304.11.4	<input type="checkbox"/>		NDS 11-14 ANSI/ASME Standard B18.2.1, B18.6.1 as per connection manufacturer's installation instructions.
c. Inspect screws, including diameter, length, head type, spacing, installation angle, and depth		X	2304.10, 2304.11.1.1 to 2304.11.4	<input type="checkbox"/>		NDS 11-14 ANSI/ASME Standard B18.2.1, B18.6.1 as per connection manufacturer's installation instructions.
2. Adhesive anchors installed in horizontal or upwardly inclined orientation to resist sustained tension loads	X		2304.10, 2304.11.1.1 to 2304.11.4	<input type="checkbox"/>		NDS 11-14 ANSI/ASME Standard B18.2.1, B18.6.1 as per connection manufacturer's installation instructions.
3. Adhesive anchors not defined in 3.2		X	2304.10, 2304.11.1.1 to 2304.11.4	<input type="checkbox"/>		NDS 11-14 ANSI/ASME Standard B18.2.1, B18.6.1 as per connection manufacturer's installation instructions.
4. Bolted connections		X	2304.10, 2304.11.1.1 to 2304.11.4	<input type="checkbox"/>		NDS 11-14 ANSI/ASME Standard B18.2.1, B18.6.1 as per connection manufacturer's installation instructions.
5. Concealed connections		X	2304.10, 2304.11.1.1 to 2304.11.4	<input type="checkbox"/>		NDS 11-14 ANSI/ASME Standard B18.2.1, B18.6.1 as per connection manufacturer's installation instructions.
6. Other fastener types		X		<input type="checkbox"/>		
d. Inspection of connections where installation methods are required to meet the fire resistance design in 2304.10.8		X		<input type="checkbox"/>		NDS 16.3

VERIFICATION AND INSPECTION	CONTINUOUS	PERIODIC	2022 NYCBC REFERENCE	CHECK IF REQUIRED	SPECIFICATION REFERENCE AND CLARIFYING NOTES (by RDP) ²	COMMENTARY/NOTES (by DASNY) ³
F. Subsurface Conditions			1705.6 Table 1705.6			
1. Special Inspection of subsurface investigations, borings and test pits.	X		Table 1705.6 1803	<input type="checkbox"/>		Continuous inspection to verify compliance with Section 1803.
2. During fill placement	X		Table 1705.6 1804.5	<input type="checkbox"/>		Review submittals, field testing and inspection. Verify soil types and lift thickness comply with the approved geotechnical report as specified in Section 1804.5.
3. Evaluation of in-place density	X		Table 1705.6	<input type="checkbox"/>		Determine that the in-place dry density of the compacted fill complies with the approved construction documents.
4. Subgrade inspection		X	Table 1705.6	<input type="checkbox"/>		Field inspection and testing to verify that the site has been prepared and is in accordance with the approved geotechnical report.
G. Deep foundation elements	X		1705.7 Table 1705.7			The approved geotechnical report and construction documents prepared by the registered design professionals shall be used to determine compliance.
1. Required Special Inspections and tests of Deep Foundation Elements			Table 1705.7	<input type="checkbox"/>		
a. Verify the identifying designation of the deep foundation element and record the date of installation including the start and end times.	X		Table 1705.7	<input type="checkbox"/>		
b. Verify the size, material, and allowable capacity as specified in the construction documents.	X		Table 1705.7	<input type="checkbox"/>		
c. Record the elevation of the minimum required depth of penetration and record the final tip elevation and butt elevation.	X		Table 1705.7	<input type="checkbox"/>		
d. Record the elevation of splices and note whether or not the splices were installed and located in compliance with the construction documents.	X		Table 1705.7	<input type="checkbox"/>		

VERIFICATION AND INSPECTION	CONTINUOUS	PERIODIC	2022 NYCBC REFERENCE	CHECK IF REQUIRED	SPECIFICATION REFERENCE AND CLARIFYING NOTES (by RDP) ²	COMMENTARY/NOTES (by DASNY) ³
e. For load test requiring a load or reaction frame, inspect the construction of the load or reaction frame. Record the results of the inspection and note whether or not the frame complies with the construction documents prepared by the registered design professional.		X	Table 1705.7	<input type="checkbox"/>		
f. Record the identifying designation for the element being tested, and the date of the testing, including the start and end time.	X		Table 1705.7	<input type="checkbox"/>		
g. Record the method of performing the test, including the equipment being used, as well as the test results, noting whether or not the method of testing and the test results comply with the requirements of sections 1810, 1811, and 1812 and the construction documents.	X		Table 1705.7	<input type="checkbox"/>		
2. Required special inspections of driven and vibrated deep foundation elements			Table 1705.7.1			
a. For driven deep foundation elements, record the type and size of hammer and record the number of blows per foot of penetration from the start of driving until the final blow count required by the construction documents is reached.	X		Table 1705.7.1	<input type="checkbox"/>		
b. For vibrated deep foundation elements, record the equipment and method used for installation and record the time for each foot of penetration from the start of installation until complete.	X		Table 1705.7.1	<input type="checkbox"/>		
3. Required special inspections of drilled deep foundation elements			Table 1705.7.2			

VERIFICATION AND INSPECTION	CONTINUOUS	PERIODIC	2022 NYCBC REFERENCE	CHECK IF REQUIRED	SPECIFICATION REFERENCE AND CLARIFYING NOTES (by RDP) ²	COMMENTARY/NOTES (by DASNY) ³
a. Record the equipment and method used for installation and record the time for each foot of penetration from the start of installation until completion.	X		Table 1705.7.2	<input type="checkbox"/>		
b. For deep foundation elements requiring a rock socket;	X		Table 1705.7.2	<input type="checkbox"/>		
1. Record the equipment and method of drilling the rock socket. Record the top elevation and bottom elevation of rock socket, as well as the time for each foot of drilling	X		Table 1705.7.2	<input type="checkbox"/>		
2. Inspect the rock socket to verify rock quality as required by Section 1812 and the construction documents. Record the results of the inspection and note whether or not the rock socket complies with the requirements of Section 1812.	X		Table 1705.7.2	<input type="checkbox"/>		
4. Required special inspections of driven or drilled cast in place deep foundation elements			Table 1705.7.3			
a. Prior to placing concrete, inspect the inside of the pile for alignment and damage. Record the results of the inspection, noting whether or not the pile is in compliance with Section 1812 and the construction documents.	X		Table 1705.7.3	<input type="checkbox"/>		

VERIFICATION AND INSPECTION	CONTINUOUS	PERIODIC	2022 NYCBC REFERENCE	CHECK IF REQUIRED	SPECIFICATION REFERENCE AND CLARIFYING NOTES (by RDP) ²	COMMENTARY/NOTES (by DASNY) ³
b. Witness the placement of concrete or grout inside the deep foundation element, and record the volume placed. Note the date and time of placement, and whether or not the concrete or grout was placed in compliance with Section 1812 and the construction documents.	X		Table 1705.7.3	<input type="checkbox"/>		
5. Required special inspections of prestressed soil and rock anchors.			Table 1705.8.1			
a. Special inspection of casing installation.	X		Table 1705.8.1	<input type="checkbox"/>		
b. Special inspection of anchor materials.	X		Table 1705.8.1 1815.13	<input type="checkbox"/>		ASTM A722, ASTM A416, ASTM A882
c. Special inspection of anchor installation.	X		Table 1705.8.1	<input type="checkbox"/>		PTI DC35.1-14 (Sections 8.1- 8.9)
d. Special inspection of grout – preparation of 3” diameter grout cylinders.	X		Table 1705.8.1 1812.1.1.2.1	<input type="checkbox"/>		ASTM C31/C31M
e. Special inspection of grout – determination of specific gravity of grout.	X		Table 1705.8.1	<input type="checkbox"/>		American Petroleum Group (API) Recommended Practice 13B-1 ASTM C138
f. Special inspection of grout – compressive strength verification.	X		Table 1705.8.1 1812.1.1.2.2	<input type="checkbox"/>		ASTM C39
g. Special inspection of load test.	X		Table 1705.8.1 1815.5	<input type="checkbox"/>		PTI DC35.1-14 (Sections 8.1- 8.9)
H. Helical Pile Foundations	X		1705.9 Section 28- 113.2.2 of the Administrative Code	<input type="checkbox"/>		Continuous installation during helical pile installation.
I. Special Inspections for seismic resistance			1705.12			
1. Designated Seismic Systems		X	1705.12.1 Section 13.2.2 of ASCE 7	<input type="checkbox"/>		SDC C or D
2. Access Floors		X	1705.12.2	<input type="checkbox"/>		SDC D
3. Plumbing, mechanical, fuel gas, and electrical components		X	1705.12.3	<input type="checkbox"/>		SDC C or D
4. Storage Racks		X	1705.12.4	<input type="checkbox"/>		SDC C or D
5. Seismic Isolation Systems		X	1705.12.5	<input type="checkbox"/>		SDC B, C, or D during the fabrication and installation of isolator units and energy dissipation devices.
J. Testing for seismic resistance			1705.13			

VERIFICATION AND INSPECTION	CONTINUOUS	PERIODIC	2022 NYCBC REFERENCE	CHECK IF REQUIRED	SPECIFICATION REFERENCE AND CLARIFYING NOTES (by RDP) ²	COMMENTARY/NOTES (by DASNY) ³
1. Nonstructural components		X	1705.13.1	<input type="checkbox"/>		SDC B, C, or D
2. Designated seismic systems		X	1705.13.2	<input type="checkbox"/>		SDC B, C, or D
3. Seismic isolation systems		X	1705.13.3	<input type="checkbox"/>		SDC B, C, or D
K. Sprayed Fire-Resistant Materials (SFRM)			1705.14			Per AWCI 12-A
1. Structural member surface conditions		X	1705.14.2	<input type="checkbox"/>	078100	The prepared surface of structural members to be sprayed shall be inspected before the application of the SFRM.
2. Application		X	1705.14.3	<input type="checkbox"/>	78100	Verify ambient temperature and ventilation requirements before and after application.
3. Thickness		X	1705.14.4	<input type="checkbox"/>	78100	Field test
4. Density		X	1705.14.5	<input type="checkbox"/>	78100	Collect field sample, test in laboratory in accordance with ASTM E605.
5. Bond strength		X	1705.14.6	<input type="checkbox"/>	78100	Field test in accordance with ASTM E736.
6. Inspection of existing SFRM materials during alterations in office spaces and spaces classified in Occupancy Group B		X	1705.14.7	<input type="checkbox"/>		Classified in Occupancy Group B.
L. Mastic and intumescent fire-resistant coatings		X	1705.15	<input type="checkbox"/>		Per AWCI 12-B
M. Combustible Exterior Wall Coverings			1705.16			Applications installed more than 15 feet above grade.
1. Inspection Program		X	1705.16.1	<input type="checkbox"/>		Verification of compliance with approved construction documents.
2. Water-resistive Barrier Coating		X	1705.16.2	<input type="checkbox"/>		ASTM E2570
3. Thermal Barrier		X	1705.16.3	<input type="checkbox"/>		
4. Fireblocking		X	1705.16.4	<input type="checkbox"/>		
N. Fire-resistant penetrations and joints			1705.17	<input type="checkbox"/>		
O. Testing for Smoke Control		X	1705.18, 909	<input type="checkbox"/>		Inspect during ductwork, erection and system testing.
P. Vertical Masonry Foundation Elements		X	1705.19	<input type="checkbox"/>		
Q. Wall panels, curtain walls and veneers		X	1705.20 1705.4 1705.16	<input type="checkbox"/>		
R. Special Inspection for Mechanical Systems		X	1705.21 Section 28-116.4.1 of the Administrative Code	<input type="checkbox"/>		Includes interior and exterior mechanical systems and equipment.
S. Special Inspection for Fuel Storage and Fuel Piping Systems		X	1705.22 NYCMC Section 1305	<input type="checkbox"/>		Inspection for conformance with the approved CD's and manufacturers' requirements.

VERIFICATION AND INSPECTION	CONTINUOUS	PERIODIC	2022 NYCBC REFERENCE	CHECK IF REQUIRED	SPECIFICATION REFERENCE AND CLARIFYING NOTES (by RDP) ²	COMMENTARY/NOTES (by DASNY) ³
T. High Pressure Steam piping and High Temperature Hot Water Piping		X	1705.23 1705.12 NYCMC Section 1211	<input type="checkbox"/>		Welder qualifications, welding procedures and operations, hydrostatic testing
U. High-pressure-gas piping		X	1705.24 NYCFG	<input type="checkbox"/>		Welder qualifications, welding procedures and operations, pressure testing
V. Structural Stability			1705.25			
1. Alterations to existing structures		X	1705.25.1	<input type="checkbox"/>	051200	Applicable to structural alterations.
2. Construction operations influencing adjacent structures		X	1705.25.2	<input type="checkbox"/>		
3. Excavations		X	1705.25.3 3304.4.1	<input type="checkbox"/>		Methods employed to protect the sides of excavations.
3. Underpinning and alternate methods of support of buildings and adjacent property.		X	1705.25.4	<input type="checkbox"/>		
4. Demolition		X	1705.25.5	<input type="checkbox"/>		For use of mechanical means and methods of demolition equipment other than handheld devices.
5. Raising and moving of a building		X	1705.25.6	<input type="checkbox"/>		
6. Inspection program		X	1705.25.7	<input type="checkbox"/>		Prior to commencement special inspection agency shall review and confirm all approved documents detail areas requiring structural stability temporary protections and sequence.
7. Design documents		X	1705.25.8	<input type="checkbox"/>		Documents detailing work associated with the structural stability protection methods have been filed with NYCDOB.
8. Inspection during construction operations		X	1705.25.9	<input type="checkbox"/>		
9. Records of special inspections		X	1705.25.10	<input type="checkbox"/>		SIA to maintain a special inspection logbook.
W. Tenant Protection Plan Compliance		X	1705.26	<input type="checkbox"/>		SIA to verify work complies with the approved Tenant Protection Plan.
X. Private on-site storm water disposal systems and detention facilities		X	1705.27	<input type="checkbox"/>		Applies to storm water detention, roof retention and dry well systems.
Y. Individual on-site private sewage disposal systems		X	1705.28	<input type="checkbox"/>		
Z. Sprinkler System Special Inspection		X	1705.29	<input type="checkbox"/>		Applies to new and altered systems.
AA. Standpipe System Special Inspection		X	1705.30	<input type="checkbox"/>		

VERIFICATION AND INSPECTION	CONTINUOUS	PERIODIC	2022 NYCBC REFERENCE	CHECK IF REQUIRED	SPECIFICATION REFERENCE AND CLARIFYING NOTES (by RDP) ²	COMMENTARY/NOTES (by DASNY) ³
BB. Heating Systems		X	1705.31 1705.12 NYCMC Section 1011	<input type="checkbox"/>		
CC. Chimneys and Vents		X	1705.32	<input type="checkbox"/>		
DD. Aluminum construction	X		1705.33	<input type="checkbox"/>		Applies to structural aluminum elements and related welding operations in accordance with AWS D1.2.
EE. Flood zone compliance		X	1705.34 Appendix G BC G107	<input type="checkbox"/>		
FF. Luminous exit path markings		X	1705.35 1704 1025.8	<input type="checkbox"/>		
GG. Emergency and standby power systems (generators)		X	1705.36	<input type="checkbox"/>		Generators
HH. Post-installed anchors		X	1705.37 Table 1705.37 Section 28-113.2.2 of the Administrative Code			Mechanical, adhesive and screw anchors.
1. Preparation, placement, type, size and location of anchors, including other details of anchors, installed in hardened concrete and to another construction.			Table 1705.37 1901.1	<input checked="" type="checkbox"/>	40519	
a. Adhesive anchors installed horizontally or upwardly inclined orientations to resist sustained tension loads.	X		Table 1705.37 1901.1	<input type="checkbox"/>		ACI 318 17.8.2.4, ACI 318-11 D.9.2.4
b. Mechanical anchors and adhesive anchors not defined in 1. a.		X	Table 1705.37 1901.1	<input checked="" type="checkbox"/>		ACI 318 17.9.2
2. Preparation, placement, type, size and location of anchors, including details of anchors, installed in masonry, and installed to masonry and to another construction.		X	Table 1705.37 Applicable NYCDOB Procedures	<input checked="" type="checkbox"/>		Manufacturer's specifications and installation instructions.
3. Preparation, placement, type, size and location of anchors, including other details of anchors, installed in stone, and installed to stone and to another construction.		X	Table 1705.37	<input type="checkbox"/>		Manufacturer's specifications and installation instructions.
II. Special Inspection for nonpotable water systems		X	1705.38 NYCPC Chapter 13	<input type="checkbox"/>		

VERIFICATION AND INSPECTION	CONTINUOUS	PERIODIC	2022 NYCBC REFERENCE	CHECK IF REQUIRED	SPECIFICATION REFERENCE AND CLARIFYING NOTES (by RDP) ²	COMMENTARY/NOTES (by DASNY) ³
JJ. Special inspection for exhaust and vent systems in plenums and ducts		X	1705.39 NYCMC Section 601.4			
KK. Progress Inspections	-	-				
1. Preliminary	-	-	110.2	<input checked="" type="checkbox"/>		
2. Footing & Foundation	-	-	110.3.1	<input type="checkbox"/>		
3. Lowest Floor Elevation	-	-	110.3.2	<input type="checkbox"/>		
4. Structural Wood Frame	-	-	110.3.3	<input type="checkbox"/>		
5. Fire-Resistance Rated Construction	-	-	110.3.4	<input type="checkbox"/>		
6. Energy Code Compliance	-	-	110.3.5	<input type="checkbox"/>		
7. Tenant Protection Plan Compliance Inspections	-	-	110.3.7 Article 120 of Title 28 of the Administrative Code	<input type="checkbox"/>		
8. Final	-	-	110.5	<input checked="" type="checkbox"/>		
GG. Other Chapter 17 Requirements						Indicate if requirements of BC 1711 are applicable.
1.	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>		
2.	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>		
3.	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>		
4.	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>		
5.	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>		
6.	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>		

TABLE LEGEND:

NYCDOB - New York City Department of Buildings
RDP – Registered Design Professional (A/E – Architect/Engineer)
SDC – Seismic Design Category
SIA – Special Inspection Agency
NYCBC – 2022 New York City Building Code
NYCMC – 2022 New York City Mechanical Code
NYCFGC – 2022 New York City Fuel Gas Code
NYCPC – 2022 New York City Plumbing Code
AISC – American Institute of Steel Construction
RCSC – Research Council for Structural Connections
AWS – American Welding Society
ACI – American Concrete Institute

NOTES:

1. Completion of this form by the Registered Design Professional (RDP) is a DASNY 60% design review submission requirement and is considered separate from the TR1: Technical Report Statement of Responsibility form required to be filed with the New York City Department of Buildings.
2. RDP to provide reference specification section detailing the requirements for inspections and/or tests and other clarifying notes, as necessary.
3. Commentary/Notes by DASNY are provided for information and are not intended to provide complete details of the required tests and inspections. Refer to the 2014 NYCBC for complete and detailed requirements.

GENERAL REQUIREMENTS for CONSTRUCTION

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The Contract Documents, including but not limited to, the Drawings and Individual Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Sections:
 - 1. Section 011200 – Contract Summary of Work, for work restrictions and limitations on utility interruptions.

1.3 USE CHARGES

- A. General: Installation, removal, and use charges for temporary facilities shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, the Owner, the Design Professionals, occupants of the Project, testing agencies, and authorities having jurisdiction.
- B. Water and Sewer Service from Existing System: Water from the Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- C. Electric Power Service from Existing System: Electric power from the Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations. |

1.4 INFORMATIONAL SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.
- B. Erosion and Sedimentation Control Plan: Show compliance with requirements of New York State Department of Environmental Conservation Stormwater General Permit or authorities having jurisdiction, whichever is more stringent.
- C. Moisture-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage; including delivery, handling, and storage provisions for materials subject to water absorption or water damage, discarding water-damaged

GENERAL REQUIREMENTS for CONSTRUCTION

materials, protocols for mitigating water intrusion into completed Work, and replacing water damaged Work.

1. Indicate sequencing of work that requires water, such as sprayed fire-resistive materials, plastering, and terrazzo grinding, and describe plans for dealing with water from these operations. Show procedures for verifying that wet construction has dried sufficiently to permit installation of finish materials.
- D. Dust-Control and HVAC-Control Plan: Submit coordination drawing and narrative that indicates the dust-control and HVAC-control measures proposed for use, proposed locations, and proposed time frame for their operation. Identify further options if proposed measures are later determined to be inadequate. Include the following:
1. Locations of dust-control partitions at each phase of the work.
 2. HVAC system isolation schematic drawing.
 3. Location of proposed air filtration system discharge.
 4. Other dust-control measures.
 5. Waste management plan.

1.5 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations and requirements of authority having jurisdiction for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.
- C. Accessible Temporary Egress: Comply with applicable provisions in ADA-ABA Accessibility Guidelines and ANSI A117.1.

1.6 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Engage installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before the Owner's acceptance, regardless of previously assigned responsibilities. Temporary use of permanent facilities during construction may be allowed at the sole discretion of the Owner.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Portable Chain-Link Fencing: Minimum 0.148-inch thick, galvanized steel, chain-link fabric fencing; minimum 8 feet high with galvanized steel pipe posts; minimum 2-3/8-inch OD line posts and 2-7/8-inch OD corner and pull posts, with 1-5/8-inch OD top and bottom rails. Provide galvanized steel bases for supporting posts.

GENERAL REQUIREMENTS for CONSTRUCTION

- B. Polyethylene Sheet: Reinforced, fire-resistive sheet, 10 mils minimum thickness, with flame-spread rating of 15 or less per ASTM E 84.
- C. Dust Control Adhesive-Surface Walk-off Mats: Provide mats minimum 36 by 60 inches. |

2.2 TEMPORARY FACILITIES

- A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
 - 1. Store combustible materials apart from building. |

2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 - 1. Arrange with utility company, the Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Water Service: Connect to the Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to the Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
- C. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.

GENERAL REQUIREMENTS for CONSTRUCTION

- D. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.
1. Prior to commencing work, isolate the HVAC system in area where work is to be performed in accordance with approved coordination drawings.
 - a. Disconnect supply and return ductwork in work area from HVAC systems servicing occupied areas.
 - b. Maintain negative air pressure within work area using HEPA-equipped air filtration units, starting with commencement of temporary partition construction, and continuing until removal of temporary partitions is complete.
 2. Maintain dust partitions during the Work. Use vacuum collection attachments on dust-producing equipment. Isolate limited work within occupied areas using portable dust containment devices.
 3. Perform daily construction cleanup and final cleanup using approved, HEPA-filter-equipped vacuum equipment.
- E. Electric Power Service: Connect to the Owner's existing electric power service. Maintain equipment in a condition acceptable to the Owner. Obtain all required permits.
- F. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
 2. Install lighting for the Project identification sign. |

3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
1. Provide construction for temporary offices, shops, and sheds located within construction area or within 30 feet of building lines that is noncombustible according to ASTM E 136. Comply with NFPA 241.
 2. Maintain support facilities until Substantial Completion inspection date is scheduled. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to the Owner.
- B. Traffic Controls: Comply with requirements of authorities having jurisdiction.
1. Protect existing site improvements to remain including curbs, pavement, and utilities.
 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- C. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain the Project site, excavations, and construction free of water.
1. Dispose of rainwater in a lawful manner that will not result in flooding the Project or adjoining properties nor endanger permanent Work or temporary facilities.

GENERAL REQUIREMENTS for CONSTRUCTION

2. Remove snow and ice as required to minimize accumulations.
- D. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.
1. Identification Signs: Provide Project identification signs as specified in the Contract Documents.
 2. Temporary Signs: Provide other signs as required to inform public and individuals seeking entrance to the Project.
 - a. Provide temporary, directional signs for construction personnel and visitors.
 3. Maintain and touchup signs so they are legible at all times.
- E. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction.
- F. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.
- G. Temporary Elevator Use: Use of elevators is not permitted.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- B. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, according to authorities having jurisdiction.
1. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross tree- or plant- protection zones.
 2. Inspect, repair, and maintain erosion and sedimentation control measures during construction until permanent vegetation has been established.
 3. Clean, repair, and restore adjoining properties and roads affected by erosion and sedimentation from the project site during the course of the project.
 4. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.
- C. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- D. Tree and Plant Protection: Install temporary fencing outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.

GENERAL REQUIREMENTS for CONSTRUCTION

- E. Site Enclosure Fence: Before construction operations begin to furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.
 - 1. Extent of Fence: As required to enclose entire Project site or portion determined sufficient to accommodate construction operations.
 - 2. Maintain security by limiting number of keys and restricting distribution to authorized personnel. Furnish one set of keys to the Owner.
- F. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each work day.
- G. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- H. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.
- I. Covered Walkway: Erect protective, covered walkway for passage of individuals through or adjacent to Project site. Coordinate with entrance gates, other facilities, and obstructions. Comply with regulations of authorities having jurisdiction.
 - 1. Construct covered walkways using scaffold or shoring framing.
 - 2. Provide overhead decking, protective enclosure walls, handrails, barricades, warning signs, exit signs, lights, safe and well-drained walkways, and similar provisions for protection and safe passage.
 - 3. Paint and maintain appearance of walkway for duration of the Work.
- J. Fire Safety During Construction: Comply with all requirements identified herein as well as the more stringent requirements of the applicable codes (New York State Building and Fire Codes or New York City Building and Fire Codes).
 - 1. No smoking: Smoking shall be prohibited throughout the project/construction site. "No Smoking" signs shall be conspicuously posted at all entrances and throughout the site.
 - 2. The Contractor shall designate a Fire Prevention Program Superintendent/ Fire Safety Manager who shall be responsible for all fire safety efforts until completion and acceptance of the Work described in the Contract Documents that include but are not limited to the following:
 - a. Prefire Plans. Develop in cooperation with the local Fire Chief and Fire Code Official. Any changes affecting the utilization of information contained in the plan shall result in notification to the local Fire Chief and Fire Code Official.
 - b. Training. Job site personnel shall be trained in fire safety practices and procedures and the proper use of fire protection equipment, including hand-held fire extinguishers, hose lines, fire alarm and sprinkler systems.
 - c. Fire Protection Devices. Fire protection and detection equipment shall be maintained and serviced.
 - d. Hot Work Operations. Welding, cutting, open torches, torch-applied roof system activities, and other hot work operations shall be conducted under a permit system. A fire watch and fire extinguishers shall be provided.

GENERAL REQUIREMENTS for CONSTRUCTION

- e. Impairment of Fire Protection Systems. Coordinate planned, emergency or accidental impairments of fire protection systems to include tagging of impaired systems and notification of Fire Department, Alarm Company, Building Owner/Operator, and Contractors.
- 3. Provide or maintain a Temporary or Permanent Standpipe system for Fire Department use in accordance with the following:
 - a. Buildings subject to the New York City Building Code: In buildings that require a standpipe system, such standpipe shall be installed when the progress of construction reaches a height of 75 feet. The standpipe shall be equipped with an air pressurized alarm system. |

3.5 MOISTURE AND MOLD CONTROL

- A. Contractor's Moisture-Protection Plan: Avoid trapping water in finished work. Document visible signs of mold that may appear during construction.
- B. Exposed Construction Phase: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:
 - 1. Protect porous materials from water damage.
 - 2. Protect stored and installed material from flowing or standing water.
 - 3. Keep porous and organic materials from coming into prolonged contact with concrete.
 - 4. Remove standing water from decks.
 - 5. Keep deck openings covered or dammed. |

3.6 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
 - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 - 1. Materials and facilities that constitute temporary facilities are property of the Contractor. The Owner reserves right to take possession of the Project identification signs.

GENERAL REQUIREMENTS for CONSTRUCTION

2. Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
3. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 – Contract Closeout Requirements.

END OF SECTION 015000

GENERAL REQUIREMENTS for CONSTRUCTION

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The Contract Documents, including but not limited to, the Drawings and Individual Specification Sections and Contractor's Submittal Schedule, apply to this section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in the Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Sections:
 - 1. Section 013300 – Submittal Procedure, for product submittals.

1.3 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work of the Contract and purchased new for the Project. The term "product" includes the terms "material," "equipment," and "system."
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Procurement Exemption Approval Product Specification: A specification in which a specific manufacturer's product is named including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes as a single source or sole source provider.

1.4 ACTION SUBMITTALS

- A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

GENERAL REQUIREMENTS for CONSTRUCTION

1. Include data to indicate compliance with the requirements specified in "Comparable Products" from Article 5, Section 5.04 of the General Conditions.
 2. Design Professional's Action: If necessary, the Design Professional will request additional information or documentation for evaluation within one week of receipt of a comparable product request. The Design Professional will notify the Contractor through the Owner of approval or rejection of proposed comparable product request within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
 - a. Form of Approval: As specified in Section 013300 - Submittal Procedure.
 - b. Use product specified if the Design Professional does not issue a decision on use of a comparable product request within time allocated.
- B. Procurement Exemption Approval Product Specification Submittal: Comply with requirements in Section 013300 - Submittal Procedure. Show compliance with requirements.

1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If the Contractor is given option of selecting between two or more products for use on the Project, select product compatible with products previously selected, even if previously selected products were also options.
1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
 2. If a dispute arises between contractors over concurrently selectable but incompatible products, the Design Professional will determine which products shall be used.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
1. Schedule delivery to minimize long-term storage at the Project site and to prevent overcrowding of construction spaces.
 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 3. Deliver products to the Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.
- C. Storage:
1. Store products to allow for inspection and measurement of quantity or counting of units.

GENERAL REQUIREMENTS for CONSTRUCTION

2. Store materials in a manner that will not endanger the Project structure.
3. Store products that are subject to damage by the elements under cover in a weather tight enclosure above ground, with ventilation adequate to prevent condensation.
4. Store foam plastic protected from exposure to sunlight, except to extent necessary for period of installation and concealment.
5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.

1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of obligations under requirements of the Contract Documents.
 1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to the Owner.
 2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for the Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 2. Refer to individual specification sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Section 013300 – Submittal Procedure.

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and new at time of installation.
 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 3. The Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 4. Where products are accompanied by the term "as selected," the Design Professional will make selection.

GENERAL REQUIREMENTS for CONSTRUCTION

5. Descriptive, performance, and reference standard requirements in the Specifications establish characteristics of products.
6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.
7. Provide products that do not contain asbestos.

B. Product Selection Procedures:

1. Product: Where Specifications include a procurement exemption approval and name a single source, sole source, manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for the Contractor's convenience will not be considered.
2. Manufacturer/Source: Where Specifications include a procurement exemption approval and name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for the Contractor's convenience will not be considered.
3. Products: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.
4. Manufacturers: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.

C. Visual Matching Specification: Where Specifications require "match sample", provide a product that complies with requirements and matches sample. The Owner's decision will be final on whether a proposed product matches.

1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.

D. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's full range", select a product that complies with requirements. The Design Professional will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 COMPARABLE PRODUCTS

A. Conditions for Consideration: The Design Professional will consider the Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, the Design Professional may return requests without action, except to record noncompliance with these requirements:

1. Action Submittal shall be provided in accordance with Submittal Procedures within 60 days after Notice to Proceed.

GENERAL REQUIREMENTS for CONSTRUCTION

2. Evidence that the proposed product does not require revisions to the Contract Documents that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
 3. Detailed comparison of qualities of proposed product with those named in the Specifications, including attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 4. Evidence that proposed product provides specified warranty.
 5. List of similar installations for completed projects with project names and addresses and names and addresses of design professionals and owners, if requested.
 6. Samples, if requested.
- B. Comparable Products Costs: Any costs savings to an approved Comparable Product identified and realized by the Contractor shall be shared equal between the Owner (50%) and Contractor (50%).

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

GENERAL REQUIREMENTS for CONSTRUCTION

SECTION 017329 - CUTTING AND PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The Contract Documents, including but not limited to, the Drawings and Individual Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes procedural requirements for cutting and patching.
- B. Responsibility: Each Contractor is responsible for the cutting and patching to permit installation or performance of Work of their contract.
- C. Related Sections include the following:
 - 1. Individual Specification Sections.

1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of Work of the contract.
- B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of Work of the contract.

1.4 SUBMITTALS

- A. Cutting and Patching Proposal: Submit a proposal describing procedures at least 10 days before the time cutting and patching will be performed, requesting approval to proceed. Include the following information:
 - 1. Extent: At each occurrence, describe cutting and patching, show how they will be performed, and indicate why they cannot be avoided.
 - 2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building's appearance and other significant visual elements.
 - 3. Products: List products to be used and firms or entities that will perform the Work.
 - 4. Dates: Indicate when cutting and patching will be performed.
 - 5. Utility Services and Mechanical/Electrical Systems: List services/systems that cutting and patching procedures will disturb or affect. List services/systems that will be relocated and those that will be temporarily out of service. Indicate how long services/systems will be disrupted.

GENERAL REQUIREMENTS for CONSTRUCTION

6. Structural Elements: Where cutting and patching involve adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure.
7. Design Professional's Approval: Obtain approval of cutting and patching proposal before cutting and patching. Approval does not waive right to later require removal and replacement of unsatisfactory work.

1.5 QUALITY ASSURANCE

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that result in increased maintenance or decreased operational life or safety.
- C. Fire Rated Elements: Do not cut and patch fire rated elements (i.e. floors, walls, roofs, shafts, etc.) in a manner that results in reducing their capacity to perform as intended or that results in decreased fire rating.
- D. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, which results in reducing their capacity to perform as intended, or that result in increased maintenance or decreased operational life or safety.
- E. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Design Professional's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- F. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including other trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

1.6 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.

GENERAL REQUIREMENTS for CONSTRUCTION

- B. In-Place Materials: Use materials identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
 - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of in-place materials, unless specified otherwise in other Sections.
- C. Fire Rated Elements: Provide firestopping products/systems specified in system design listings by approved testing agencies that conform to the construction type, penetrating item, annular space requirements and fire rating involved in each separate assembly. Refer to applicable Individual Specification Sections.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
 - 1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.
 - 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting or patching to minimize interruption to occupied areas.

3.3 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

GENERAL REQUIREMENTS for CONSTRUCTION

- B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction.
1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 3. Concrete or Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 4. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 5. Proceed with patching after construction operations requiring cutting are complete.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - b. Restore damaged pipe covering to its original condition.
 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 - a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
 4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.
 6. Fire Rated Elements: Install firestopping systems to comply with applicable Individual Specification Sections and firestopping manufacturer's written installation instructions and published drawings for products and applications.

GENERAL REQUIREMENTS for CONSTRUCTION

- D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

END OF SECTION 017329

GENERAL REQUIREMENTS for CONSTRUCTION

SECTION 017419 – CONSTRUCTION WASTE MANAGEMENT

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section includes requirements for Construction Waste Management (CWM), with criteria for recycling and/or salvaging demolition and construction waste generated during the project. A Construction Waste Management Plan shall be developed for approval by the Construction Manager and DASNY Project Manager. The Plan shall be implemented throughout the duration of the project, and shall be documented in accordance with the SUBMITTALS Article below.
1. CWM is included as part of the LEED building goals for the project, which are established in alignment with the DASNY Sustainability Policy for Construction, and the project goals of the Owner.
- B. Responsible parties:
1. Locations for removal bins or dumpsters shall be coordinated with DASNY's Project Manager.
 2. Each contractor shall supply a CWM plan detailing the means and methods for recycling job site waste. Following the award of contract, the Contractors shall identify a single entity to act as the construction waste manager.
 3. All Contractors will receive and sign-off on the CWM plan. They will be responsible for adherence to the plan through management of their work on-site and the waste generated under their contract.
 - a. Sign-off and adherence to the plan applies even when a separate bid package is established for the CWM.
- C. Resources
1. NY CD Resource Center
727 East Washington Street
Syracuse, New York 13210
Bgriffin@syracusecoe.org (315) 443-9747

Initiated with support from Empire State Development, The NY CD Resource Center supports and promotes the growth of C&D recycling and building materials reuse (BMR) in New York State through a variety of market-development and network-building activities. Key among these activities is the provision of C&D materials management training to New York contractors and haulers, many of whom want to increase recycling at construction sites but need help getting started. The program also offers on-site assistance at construction sites.

2. ESD Recycling Market Information Database.
<http://appcenter.nylovesbiz.com/esdrecycling/>.

GENERAL REQUIREMENTS for CONSTRUCTION

1.02 PERFORMANCE REQUIREMENTS

- A. Each Contract shall prepare and submit a CWM Plan to the Design Professional for approval. The CWM Plan shall outline the provisions to be implemented to salvage for reuse or to recycle demolition and construction waste generated during the project.
 - 1. The end-of-project recycling rate when possible shall equal, at minimum, 75 percent for 2 LEED credits (by weight) of the total waste from construction, demolition, and land clearing activities.
 - a. Contractors are encouraged to achieve higher levels of diversion from landfill if possible, as this benefits long-term landfill management and the LEED rating system awards additional points if exemplary performance levels are reached.
- B. The approved CWM Plan shall be implemented throughout the duration of the project and documented in accordance with the SUBMITTALS Article below.
- C. The CWM Plan shall include, but not be limited to, the following components:
 - 1. Re-Used materials/equipment: Materials or equipment to be removed from the site or turned over to the State shall be documented.
 - a. Documentation shall include the materials turned over, weight or quantity of materials/equipment and a letter on company letterhead indicating the intended use of items.
 - 2. Listing of Targeted Materials: Develop a list of the waste materials from the Project that will be targeted for reuse, salvage, or recycling. The following materials shall be accounted for (materials that will not be recycled shall be indicated as such):
 - a. Cardboard, paper, packaging
 - b. Acoustical Ceiling Tiles
 - c. Clean dimensional wood, palette wood
 - d. Beverage containers
 - e. Land clearing debris
 - f. Concrete
 - g. Stone
 - h. Concrete Masonry Units (CMU)
 - i. Asphalt
 - j. Metals from banding, stud trim, ductwork, piping, rebar, roofing, windows, other trim, steel, iron, galvanized sheet steel, stainless steel, aluminum, copper, zinc, lead, brass, and bronze
 - k. Gypsum board
 - l. Carpet and pad
 - m. Paint
 - n. Asphalt roofing shingles if applicable for any existing building demolition
 - o. Rigid Foam
 - p. Glass
 - q. Plastics
 - r. Woods

GENERAL REQUIREMENTS for CONSTRUCTION

3. **Sorting Method:** Provide a description of the proposed means of sorting and transporting the recyclable materials (whether materials will be on-site sorted and then hauled to designated centers, or whether mixed materials will be collected by a waste hauler and removed from the site for off-site sorting).
4. **Recycling facilities:** Provide the name of the recycling facilities(s) where materials will be sent for recycling, how it will be recycled, and the applicable fee(s).
5. **Landfill Information:** Provide the name of the landfill(s) where trash will be disposed of and the applicable landfill tipping fee(s).
6. **Additional Information:** Include any additional information deemed relevant to describe the scope and intent of the CWM Plan to the Design Professional.
7. **Subcontractor Requirements:** Construction Waste Management and recycling requirements shall be incorporated into all Subcontractors' contracts.

1.03 SUBMITTALS

- A. **Submittal Requirements:**
 1. A copy of the CWM Plan, as defined in the PERFORMANCE REQUIREMENTS Article above.
 2. Contractors shall submit a monthly Waste Management submission.
 - a. This submission shall include waste receipts and a completed Waste Management Form. (a sample form is included at the end of this Section identified as Exhibit "A")
 3. Calculations and supporting documentation to demonstrate end-of-project recycling rates meeting the requirements of the CWM Plan. Note: These calculations and supporting documentation are required regardless of method of processing (on-site or off-site separations). Use these Solid Waste Conversion Factors only if tipping tickets are not available if the weight in each dumpster or container is not directly measured.

Solid Weight Conversion Factors	
Mixed Waste	350 lbs/cubic yard
Wood	300 lbs/cubic yard
Cardboard	100 lbs/cubic yard
Gypsum Board	500 lbs/cubic yard
Rubble	1,400 lbs/cubic yard
Steel	1,000 lbs/cubic yard

- b. Record and document the total weight (in tons) of all demolition and construction waste materials sent to the landfill, or recycled or salvaged. Monthly Waste Management Reporting Forms shall be used as the basis for determining the total amount of waste recycled or salvaged for the project. The monthly reporting forms shall specify:

GENERAL REQUIREMENTS for CONSTRUCTION

- 1) The number of dumpsters or other containers of recycled or salvaged materials for that month.
 - 2) The volume (in cubic yards) of each dumpster or container of recycled or salvaged materials for that month.
 - 3) The type of recycled or salvaged material contained in each dumpster or container.
 - 4) The weight of the recycled or salvaged material in each dumpster or container. For materials not contained in the Solid Waste Conversion Factors above propose a conversion factor for review by the Design Professional.
 - 5) In addition, provide the name of the receiving facilities/companies that will be purchasing or accepting the recycled or salvaged materials. Receipts or other proof of facility reception of materials is required.
 - 6) For materials separated for recycling off-site, establish a method for tracking the weight of the recycled material. The method shall be included in the CWM Plan for the Design Professional review and approval.
- c. In the case of off-site separation, ensure the transfer station used will provide tickets with required information on delivery weights (or volume with appropriate conversions), and proof of recycling rates for reporting.
 - d. Calculate the end-of-project recycling rate percentage by dividing the recycled and salvaged waste (in tons) by the total waste generated (recycled, salvaged, and landfilled waste – also in tons), and multiplying by 100.
 - e. For materials turned over to others for reuse, provide documentation on company letterhead indicating the material(s), the quantity (either by weight or units), the date and the intended reuse of the product.

PART 3 EXECUTION

3.01 IMPLEMENTATION

The following implementations of the CWM Plan will be the responsibility of either the Contractor for the Construction Work or the CWM Contractor if that work is bid out under separate contract.

- A. Containers: Provide containers and the removal of all waste, non-returned surplus materials, and rubbish from the site in accordance with the Waste Management Plan. Oversee and document the results of the Plan. The Prime Contractors shall be responsible for collecting, sorting, and depositing in designated areas, their waste, non-returned surplus materials, and rubbish, as per the CWM Plan.
- B. Instruction: Provide on-site instruction of appropriate separation, handling and recycling, salvage, reuse and return methods to be used by all parties in appropriate stages of the Project.

GENERAL REQUIREMENTS for CONSTRUCTION

- C. Separation of materials: Recycling and waste bin areas are to be kept neat and clean, and clearly marked.
 - 1 On-site separation: Lay out a specific area(s) to facilitate separation of materials for potential recycling, salvage, reuse and return. Each potential material shall be collected and stored to avoid being mixed with other materials
 - 2. Off-site separation: Lay out an area for collection of mingled recyclable and waste materials, to be picked up and sorted off-site for recycling.

3.02 MEETINGS

- A. Conduct Construction Waste Management meetings. Meetings shall include Subcontractors affected by the CWM Plan. At a minimum, waste management goals and issues shall be discussed at the following meetings:
 - 1. Pre-bid meeting.
 - 2. Pre-construction meeting.
 - 3. Regular job-site meetings.
- B. Any non-compliant practices in the field will be addressed at regular job-site meetings.

3.03 MONTHLY WASTE MANAGEMENT REPORTING FORMS

- A. Monthly Waste Management Reporting Forms, as required in the SUBMITTALS Article above, shall be submitted to the Design Professional for review throughout the duration of the project.

END OF SECTION

GENERAL REQUIREMENTS for CONSTRUCTION

SECTION 017700 – CONTRACT CLOSEOUT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The Contract Documents, including but not limited to, the Drawings and Individual Specification Sections and Notice of Substantial Completion (NOSC) Form, apply to this section.

1.2 SUMMARY

- A. Section includes administrative requirements for preparation and submission of final Contract Closeout Documents, including, but not limited to, the following:

- 1. Contract Closeout Meeting
- 2. Notice of Substantial Completion (NOSC) Requirements
 - a. List of Incomplete Work Items
 - b. Contract Turnover Documents
 - 1) As-built Drawings
 - 2) As-built Specifications
 - 3) As-built Schedule
 - 4) Permits, Licenses and Certificates
 - 5) Hazardous Wastes Documents
 - c. General Guarantee
 - d. Operation and Maintenance Manuals
- 3. Contract Closeout
- 4. Final Cleaning

- B. Related Sections:

- 1. General Conditions, Article 8 – Payment
- 2. General Conditions, Article 13 – Inspection and Acceptance
- 3. Section 014000 – Quality and Code Requirements
- 4. Section 017823 – Operation and Maintenance Manuals
- 5. Section 017839 – As-built Documents

1.3 CONTRACT CLOSEOUT Meeting

- A. Contract Closeout Meeting: The Owner will schedule and conduct a Contract closeout meeting, at a time convenient to the Owner and Design Professional, but no later than sixty (60) days prior to the scheduled inspection date for Substantial Completion.
 - 1. The Owner will conduct the meeting to review requirements and responsibilities related to Contract closeout.

GENERAL REQUIREMENTS for CONSTRUCTION

2. Attendees: Representatives of the Owner, testing agency, commissioning authority, Design Professional, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to make binding decisions on matters relating to the Work.
3. Agenda: Discuss items of significance that could affect or delay Contract closeout, including the following:
 - a. Status of Contract Turnover Documents.
 - b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
 - c. Requirements for submitting final operation and maintenance manual.
 - d. Requirements for Permits, Licenses and Certificates.
 - e. Preparation of Contractor's list of incomplete Work items.
 - f. Procedures for processing Application for Payment at Substantial Completion and final payment.
 - g. Submittal procedure.
 - h. Installation of the Owner's furniture, fixtures, and equipment.
 - i. Responsibility for removing temporary facilities and controls.
4. Minutes: The Owner or Design Professional will record and distribute meeting minutes.

1.4 NOTICE OF SUBSTANTIAL COMPLETION (NOSC)

- A. Substantial Completion: After the Work of the Contract is determined by the Owner, to be at Substantial Completion, the Contractor shall submit a written request to the Owner for a date of inspection. The date of Substantial Completion establishes the start of the guarantee period.
- B. Documentation: The Notice of Substantial Completion (NOSC) form shall be executed at the end of inspection documenting incomplete Work items and submission of documents in accordance with this section that includes but is not limited to:
 - a. Preparation of a list of Work to be completed and corrected, the value of Work items on the list, and completion date of each Work item.
 - b. Submittal of contract turnover documents.
 - c. Submittal of operation and maintenance manuals, testing, adjustment and balance records.
 - d. Delivery of tools, spare parts, extra materials, and similar items to location designated by the Owner. Label with manufacturer's name and model number where applicable.
 - e. Termination and removal of temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 - f. Completion of final cleaning requirements.

C. SAMPLE FORM - NOTICE OF SUBSTANTIAL COMPLETION

GENERAL REQUIREMENTS for CONSTRUCTION

DORMITORY AUTHORITY – STATE OF NEW YORK

NOTICE OF SUBSTANTIAL COMPLETION

INSTITUTION: _____ CONTRACTOR: _____
 PROJECT TITLE: _____ CONTRACT NO: _____
 PROJECT NO: 9999 CONTRACT VALUE: _____

With exception of the list of incomplete Work and status of Contract Turnover Documents, the Dormitory Authority accepts the Work of the Contract Documents as Substantial Completion on (date) _____, in accordance with the General Conditions. This date also constitutes start of the guarantee period.

ITEM	LIST OF INCOMPLETE WORK	SCHEDULED COMPLETION DATE
1.		
2.		
3.		
4.		
5.		
6.		

NOTE: Attach additional pages if necessary.

STATUS of CONTRACT TURNOVER DOCUMENTS:

	PROVIDED YES	DUE DATE	Not Applicable
▪ As-built drawings & specifications transmitted to Design Professional	<input type="checkbox"/>		<input type="checkbox"/>
▪ Certified As-built schedule transmitted to Owner	<input type="checkbox"/>		<input type="checkbox"/>
▪ Sustainable documentation submitted to Owner	<input type="checkbox"/>		<input type="checkbox"/>
▪ Permits, licenses and certificates submitted to Authority having jurisdiction	<input type="checkbox"/>		<input type="checkbox"/>
▪ Hazard waste documentation approved by Owner	<input type="checkbox"/>		<input type="checkbox"/>
▪ Operation and maintenance manual submitted to Owner in final form	<input type="checkbox"/>		<input type="checkbox"/>
▪ Spare products stock stored on site per Owner's direction	<input type="checkbox"/>		<input type="checkbox"/>
▪ Identify any other Contract specific turnover document	<input type="checkbox"/>		<input type="checkbox"/>
▪ Identify any other Contract specific turnover document	<input type="checkbox"/>		<input type="checkbox"/>
▪ Final cleaning	<input type="checkbox"/>		<input type="checkbox"/>

Acknowledged by the Contractor (signature & title)	Email Address	Date
Recommended by the Design Professional (signature & title)	Email Address	Date
Recommended by the Project Manager (signature)		Date
Approved by the Director/Chief (signature)		Date

Distribution by PM:
 Contractor
 Design Professional
 Facility Representative

Distribution by PA:
 Code Compliance Unit
 Risk Management
 Procurement Contract File (original)

NOTICE OF SUBSTANTIAL COMPLETION
 May '10

GENERAL REQUIREMENTS for CONSTRUCTION

1.5 LIST OF INCOMPLETE ITEMS

- A. Organization of List: Submit list of incomplete items in *EXCEL* spreadsheet electronic format. 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 items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
 2. Include the following information at the top of each page:
 - a. Project name & number.
 - b. Date.
 - c. Name of Contractor & Contract number.
 - d. Page number.
- B. Reinspection: Submit a written request for reinspection. On receipt of request, the Owner will either proceed with inspection or notify the Contractor of unfulfilled requirements. After inspection, the Owner will notify the Contractor of items, either on the Contractor's list or additional items identified, that must be completed or corrected.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 2. Results of completed inspection will form the basis to proceed with commencement of Contract Closeout Documents.

1.6 CONTRACT TURNOVER DOCUMENTS

- A. Procedure: Contract turnover documents shall be transmitted to the Owner or if stated to the Design Professional, fifteen (15) days prior to requesting inspection date for Substantial Completion.
- B. As-built Drawings: Transmit one paper copy set of marked-up As-built Drawings to the Design Professional, with copy of transmittal to Owner. Print each Drawing, whether or not changes and additional information were recorded.
- C. As-built Specifications: Transmit one paper copy set of marked-up as-built specifications, including addenda and contract modifications to the Design Professional, with copy of transmittal to Owner.
- D. As-built Schedule: Submit one electronic (PDF) copy, certified by the Contractor, of the schedule that reflects the exact manner in which the project was actually constructed, to the Owner.
- E. Permits, Licenses and Certificates Documents: Submit one copy of original permits, licenses, certifications, inspection reports, material certificates/affidavits, approvals, and related documents required by authorities having jurisdiction to obtain Letter of Completion, Certificate of Occupancy, or Code Compliance Certificate. Coordinate and respond to requirements from the Owner, NYC Department of Buildings, and all other authorities having jurisdiction for issuance of approval/documents required for the Owner use and occupancy.

GENERAL REQUIREMENTS for CONSTRUCTION

1. Cooperate and help coordinate with agency testing materials as specified in Section 014000 – Quality and Code Requirements. Testing Agency is required to submit final report of special inspections.
 - F. Hazardous Waste Documents: Submit four (4) paper copies of documents to the Owner thirty (30) days prior to requesting inspection date for Substantial Completion. Refer to Individual Specification Sections for all requirements.
 - G. Miscellaneous Record Submittals: Refer to Individual Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit one electronic (PDF) copy of each submittal.
 - H. Reports: Submit written report indicating items incorporated in Contract Documents concurrent with progress of the Work, including modifications, concealed conditions, field changes, product selections, and other notations incorporated.
- 1.7 GUARANTEE
- A. General Guarantee: Comply with General Conditions, Article 13 – Inspection and Acceptance. The date established on the Notice of Substantial Completion form constitutes commencement of the Guarantee period.
- 1.8 OPERATION AND MAINTENANCE MANUALS
- A. Final Manuals Submittal: Submit an electronic copy of a compiled set of complete Operation and Maintenance Manuals in final form as indicated in Section 017823 – Operation and Maintenance Manuals, to the Owner fifteen (15) days prior to requesting date of inspection for Substantial Completion.
- 1.9 CONTRACT CLOSEOUT (same as final application for payment)
- A. Contract Compliance: The Contractor shall comply with the requirements of General Conditions, Section 10.08 – Limitations on Actions.
 - B. Preliminary Procedure: All Work and Extra Work of the Contract and requirements of this section must be complete and approved prior to commencement of Contract closeout.
 1. The Contractor shall request and submit to the Owner a final Contractor's Pencil Copy billing request that will formulate the final Application for Payment.
 2. The Contractor shall provide outstanding documentation to the Owner in accordance with General Conditions, Article 20 – Opportunity Programs.
 - C. Procedures: Upon the Owner's approval of the Contractor's Pencil Copy billing request, Contract closeout documents will be provided to the Contractor. The Contractor shall complete each document and submit all documents with original signature & notary as indicated on forms, the following:
 1. Final Application for Payment that includes remaining Retainage.

GENERAL REQUIREMENTS for CONSTRUCTION

2. Final Compliance Report.
 3. Contractor and Subcontractor Certifications Form.
 4. Contractor's Certified Payroll Form.
 5. Release Form -- Final Payment to Contractor.
 6. Consent of Surety -- Final Payment to Contractor, with power of attorney.
- D. Payroll Forms: The Contractor and all Sub-contractors to the Contractor shall submit original copies of the Contractor and Subcontractor Certifications Form and Contractor's Certified Payroll Form.

PART 2 - PRODUCTS

2.1 CLEANING 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 allowable VOC levels.

PART 3 - EXECUTION

3.1 DEMOBILIZATION

- A. Deliver tools, spare parts, extra materials, and similar items to location designated by the Owner. Label with manufacturer's name and model number where applicable.
- B. Make final changeover of permanent locks and deliver keys to the Owner. Advise the Owner's personnel of changeover.
- C. Terminate and remove temporary facilities from the Project site, along with mockups, construction tools, and similar elements.

3.2 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for contract turnover document purposes. Post changes and modifications to contract turnover documents as they occur; do not wait until the end of the Project.
- B. Maintenance of Turnover Documents and Samples: Store turnover documents and Samples in the field office apart from the Contract Documents used for construction. Contract turnover documents shall not be used for construction purposes. Maintain turnover documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to contract turnover documents for the Owner's reference during normal working hours during performance of Contract.

GENERAL REQUIREMENTS for CONSTRUCTION

3.3 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 as applies to Work of the contract.
 - a. Clean Project site, 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. Replace if soil or stains remain after shampooing.
 - 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.
 - 1) Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates.
 - m. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - n. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
 - o. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.

GENERAL REQUIREMENTS for CONSTRUCTION

- p. 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.
 - q. Leave Project clean and ready for occupancy. |
- C. Construction Waste Disposal: Comply with waste disposal requirements in all other applicable sections.

END OF SECTION 017800

GENERAL REQUIREMENTS for CONSTRUCTION

SECTION 017823 - OPERATION AND MAINTENANCE MANUALS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The Contract Documents, including but not limited to, the Drawings and Individual Specification Sections and Contractor's Submission Schedule, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
 - 1. Operation and maintenance manual for systems, subsystems, and equipment.
 - 2. Product maintenance data.
 - 3. Systems and equipment maintenance data.
- B. Related Sections:
 - 1. Section 013300 – Submittal Procedures
 - 2. Section 017700 – Contract Closeout Requirements

1.3 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.

1.4 CLOSEOUT SUBMITTALS

- A. Required Manuals: see Section 017700 – Contract Closeout Requirements for additional requirements.
- B. Format: Submit operations and maintenance manuals in the following format:
 - 1. PDF electronic file. Assemble each manual into a composite electronically indexed file. Submit on digital media acceptable to the Design Professional.
 - a. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically linked operation and maintenance directory.
 - b. Enable inserted reviewer comments on draft submittals.

GENERAL REQUIREMENTS for CONSTRUCTION

C.

PART 2 - PRODUCTS

2.1 REQUIREMENTS FOR OPERATION, AND MAINTENANCE MANUALS

- A. Organization: Organize the manual into separate sections by CSI number based on the table of contents of the project manual, for each system and subsystem, and a separate section for each piece of equipment not part of a system. The manual shall contain the following materials, in the order listed:
1. Title page.
 2. Table of contents.
 3. Manual contents:
 - a. Operation data.
 - b. Product maintenance data.
 - c. Systems and equipment data
- B. Title Page: 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 and contact information for Contractor.
 6. Name and contact information for Construction Manager.
 7. Name and contact information for Design Professional.
 8. Names and contact information for major consultants to the Design Professional that designed the systems contained in the manuals.
 9. 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 volume, and cross-referenced to Specification Section number in Project Manual.
1. If operation or maintenance documentation requires more than one media 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 by CSI Section number and then by system, subsystem, and equipment. .
- E. Manuals, Electronic Copy: Submit electronic (PDF) copy of the manual, to the Design Professional, concurrent with Action Submittal.

GENERAL REQUIREMENTS for CONSTRUCTION

2.2 PRODUCT MAINTENANCE DATA

- A. Content: Organize data into a separate section, within the O & M Manual, 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 section 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 and drawing or schedule designation or identifier where applicable.
- 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 Guarantees: Include copies of warranties and guarantees lists of circumstances and conditions that would affect validity of warranties.
 - 1. Include procedures to follow and required notifications for warranty claims.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

- A. Operation and Maintenance Documentation shall be provided for review, concurrent, with Action Submittal specified in Individual Specification Section.
 - 1. Correct or modify the manual to comply with the Design Professional's and Commissioning Authority's comments. Submit copies of each corrected manual within 15 days of receipt of Design Professional's and Commissioning Authority's comments and prior to commencing demonstration and training.

GENERAL REQUIREMENTS for CONSTRUCTION

- B. **Product Maintenance Data:** Assemble a complete set of maintenance data, in a separate section, within the O & M Manual, indicating care and maintenance of each product, material, and finish incorporated into the Work.
- C. **Operation and Maintenance Data:** Assemble a complete set of operation and maintenance data, in a separate section, within the O & M Manual, 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 section within the O & M Manual, for each system and subsystem, in the form of an instructional manual for use by operating personnel.
- D. **Manufacturers' Data:** Where manual 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.
 - 1. 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.
- E. **Drawings:** Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in As-built Drawings to ensure correct illustration of completed installation.
 - 1. Do not use original project record documents as part of operation and maintenance manuals.

END OF SECTION 017823

GENERAL REQUIREMENTS for CONSTRUCTION

SECTION 017839 – AS BUILT DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The Contract Documents, including but not limited to, the Drawings and Individual Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for As-built documents, including the following:
 - 1. As-built Drawings
 - 2. As-built Specifications
 - 3. As-built Schedule
 - 4. Record Product Data
 - 5. Miscellaneous record submittals
- B. Related Sections:
 - 1. Section 013200 – Construction Progress Documentation
 - 2. Section 013300 – Submittal Procedure; Required Submittal List
 - 3. Section 017700 – Contract Closeout Requirements
 - 4. Section 017823 – Operation and Maintenance Manuals
- C. Administrative and procedural requirements for contract turnover documents, including, but not limited to the following, as provided in Individual Specifications Sections.
 - 1. Hazardous Waste Documents

1.3 CLOSEOUT SUBMITTALS

- A. Required Documents: Section 017700 – Contract Closeout Requirements, describes administrative requirements for submission, number and type of copies required for contract closeout requirements.

PART 2 - PRODUCTS

2.1 AS-BUILT DRAWINGS

- A. As-built Drawings: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings onsite. Review As-built Drawings and shop drawings monthly with the Owner, for approval.

GENERAL REQUIREMENTS for CONSTRUCTION

1. Preparation: Daily mark As-built Drawings to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up As-built Drawings.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Accurately record information in an acceptable drawing technique.
 - c. Record data as soon as possible after obtaining it.
 - d. Record and check the markup before enclosing concealed installations.
2. Content: Types of items requiring marking include, but are not limited to, the following:
 - a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. Actual equipment locations.
 - d. Locations of concealed internal utilities.
 - e. Changes made by Change Order.
 - f. Changes made by Bulletin.
 - g. Changes made following the Owner's written orders.
 - h. Details not on the original Contract Drawings.
 - i. Field records for variable and concealed conditions.
 - j. Record information on the Work that is shown only schematically.
3. Mark the Contract Drawings and Shop Drawings completely and accurately. Utilize personnel proficient at recording graphic information in production of marked-up as-built prints.
4. Mark as-built sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
5. Mark important additional information that was either shown schematically or omitted from original Drawings.
6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

2.2 AS-BUILT SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that 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. For each principal product, indicate whether record Product Data has been submitted in operation and maintenance manuals instead of submitted as record Product Data.
 5. Note related Change Orders, record Product Data, and turnover Drawings where applicable.

GENERAL REQUIREMENTS for CONSTRUCTION

2.3 AS-BUILT SCHEDULE

- A. Final Schedule: Submit to the Owner a final schedule update. The As-built Schedule shall reflect the exact manner in which the project was actually constructed including actual start and finish dates, activities, sequences and logic.
 - 1. The Contractor shall certify the final schedule update as being a true reflection of the way the project was actually constructed.

2.4 RECORD PRODUCT DATA

- 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 the Project site and changes in manufacturer's written instructions for installation.
 - 3. Note related Change Orders, As-built Specifications, and As-built Drawings where applicable.

2.5 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by Individual 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 miscellaneous record submittals.
 - 1. Include miscellaneous record submittals directory organized by specification section number and title, electronically linked to each item of miscellaneous record submittals.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Maintain Change Log: Maintain and submit written change log to the Owner, monthly for review indicating items incorporated in contract turnover documents concurrent with progress of the Work, including modifications, concealed conditions, field changes, product selections, and other notations incorporated.
- B. Recording: Maintain one copy of each submittal during the construction period for contract turnover document purposes. Post changes and modifications to contract turnover documents as they occur; do not wait until the end of the Project.
- C. Maintenance of Turnover Documents and Samples: Store turnover documents and Samples in the field office apart from the Contract Documents used for construction. Contract turnover documents are not to be used for construction purposes. Maintain turnover documents in good

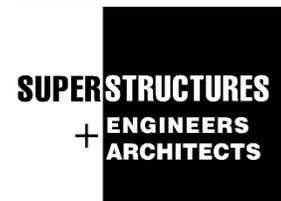
GENERAL REQUIREMENTS for CONSTRUCTION

order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to contract turnover documents for the Owner's reference during normal working hours during performance of Contract.

END OF SECTION 017839

TECHNICAL SPECIFICATIONS

PREPARED BY



14 Wall Street, Floor 25
New York, New York 10005



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087100 DOOR HARDWARE

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118129 HORIZONTAL FALL PROTECTION

○ **DIVISION 22**

221426 DRAINS

○ **DIVISION 26**

264100 LIGHTNING PROTECTION



LIST OF DRAWINGS

P. #	DRAWING NO.	TITLE
1	T-001.00	TITLE SHEET: LIST OF DRAWINGS, LOCATION PLAN, SITE PLAN
2	G-001.00	GENERAL NOTES: RESTORATION SCHEDULE, ORGANIZATION OF DRAWINGS & SPECIFICATIONS, AND ABBREVIATIONS
3	G-002.00	GENERAL NOTES: NYC DEPARTMENT OF BUILDINGS NOTES, NYC ECC NOTES, CONSTRUCTION NOTES, LANDMARKS NOTES & FLOOD HAZARD NOTES
4	G-003.00	ROOF PLAN – LOGISTICS PLAN
5	H-101.00	ASBESTOS REMOVAL PLAN
6	H-102.00	LEAD REMEDIATION PLAN
7	A-101.00	ROOF PLAN - DEMOLITION
8	A-102.00	PARTIAL ROOF PLAN - MAIN TOWER & ADJACENT ROOFS
9	A-103.00	PARTIAL ROOF PLAN - MUSIC HALL ASPE & TOWERS
10	A-104.00	PARTIAL ROOF PLAN - MUSIC HALL CLERESTORY SOUTH SIDE, NORTH SIDE
11	A-105.00	PARTIAL ROOF PLAN - NORTH WING
12	A-106.00	PARTIAL ROOF PLAN - SOUTH WING
13	A-107.00	PARTIAL ROOF PLAN - NORTH WING PAVILION
14	A-108.00	PARTIAL ROOF PLAN - SOUTH WING PAVILION
15	A-109.00	PARTIAL ROOF PLAN - MAIN TOWER ADJACENT ROOFS
16	A-110.00	GREAT HALL ROOF: SINGLE SLATE REPLACEMENT LOCATIONS
17	A-200.00	ROOF PLAN: BAY LOCATIONS
18	A-201.00	SOUTH PAVILION ELEVATIONS - BAY A1 & A3
19	A-202.00	SOUTH PAVILION ELEVATIONS - BAYS A4 & A5
20	A-203.00	SOUTH WING - BAYS B1 THRU B6, A2
21	A-204.00	SOUTH WING - BAYS B7 THRU B13
22	A-205.00	MAIN TOWER ELEVATION - BAY C1, G1, G2, & F3
23	A-206.00	MAIN TOWER ELEVATION - BAY C2, G5, G6
24	A-207.00	MAIN TOWER ELEVATIONS - BAYS C3 & C4
25	A-208.00	NORTH WING ELEVATIONS - BAYS D1 THRU D6, E2
26	A-209.00	NORTH WING ELEVATIONS - BAYS D7 THRU D13
27	A-210.00	NORTH PAVILION ELEVATIONS - BAYS E1 & E3
28	A-211.00	NORTH PAVILION ELEVATIONS - BAYS E4 & E5
29	A-212.00	MAIN TOWER ENTRANCE ELEVATIONS - G3, G4, F1, & F2
30	A-213.00	GREAT HALL ELEVATIONS - BAYS H1, H3, H5, H7, H9, H11, & H13
31	A-214.00	GREAT HALL ELEVATIONS - BAYS H2, H4, H6, H8, H10, H12, & H14
32	A-215.00	GREAT HALL ELEVATION - BAY H15
33	A-216.00	GREAT HALL ELEVATION - BAYS I1 THRU I7
34	A-217.00	SOUTH TOWER ELEVATION - J1 & J2

35	A-218.00	SOUTH TOWER ELEVATION - J3 & J4
36	A-219.00	BELL TOWER ELEVATIONS - K1 & K2
37	A-220.00	BELL TOWER ELEVATIONS - K3 & K4
38	A-501.00	RESTORATION ASSEMBLY DETAILS: CON 01, DEK 01
39	A-502.00	DEMOLITION DETAILS: DEM 01, DEM 02, DEM 03
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51	A-514.00	RESTORATION ASSEMBLY DETAILS: FLA 15, FLA 16
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57	A-520.00	RESTORATION ASSEMBLY DETAILS: GUT 01
58	A-521.00	RESTORATION ASSEMBLY DETAILS: GUT 02, JNT 03
59	A-522.00	RESTORATION ASSEMBLY DETAILS: LIT 01, MEM 01, MEM 02
60	A-523.00	RESTORATION ASSEMBLY DETAILS: MEM 03, PNT 01, SCU 01
61	A-524.00	RESTORATION ASSEMBLY DETAILS: SDL 01
62	A-525.00	RESTORATION ASSEMBLY DETAILS: SHM 01, SKL 01
63	A-526.00	RESTORATION ASSEMBLY DETAILS: SKT 01
64	A-527.00	RESTORATION ASSEMBLY DETAILS: SLT 01
65	A-528.00	RESTORATION ASSEMBLY DETAILS: SLT 02, TRC 01
66	A-601.00	RESTORATION ASSEMBLY DETAILS: GFC 01
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71	A-606.00	RESTORATION ASSEMBLY DETAILS: JNT 01, JNT 02
72	A-607.00	RESTORATION ASSEMBLY DETAILS: PNT 02, TRC 02
73	A-608.00	RESTORATION ASSEMBLY DETAILS: TRC 03, WIN 01

024119 SELECTIVE DEMOLITION

PART 1 - GENERAL

1.01 Summary

- A. This Section includes the following:
 - 1. Demolition and removal of selected portions of building or structure.
 - 2. Salvage of existing items to be placed in storage and/or reinstalled.
- B. This Section excludes hazardous material remediation, which is contained in the following Sections:
 - 1. 028200 (Asbestos Remediation) for asbestos remediation.
 - 2. 028319 (Lead-Based Paint Remediation) for lead-based paint remediation.
- C. Related Sections:
 - 1. 014000 (Quality Requirements).
 - 2. 016000 (Product Requirements).
 - 3. 017300 (Execution).

1.02 Definitions

- A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Items indicated on Drawings for removal and salvage. Detach items from existing construction in a manner to prevent damage, and deliver as indicated in this Section.
- C. Remove and Reinstall: Items indicated on Drawings for removal and reinstallation (e.g., fixtures, equipment, building elements, etc.). Detach items from existing construction in a manner to prevent damage, prepare them for reuse, and reinstall them where indicated.
- D. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.03 Quality Assurance

- A. Comply with the following:
 - 1. ANSI/ASSE A10.6 "Safety Requirements for Demolition Operations."
 - 2. NFPA 241 "Standard for Safeguarding Construction, Alterations and Demolition Operations."



1.04 Project Conditions

- A. Explosives: Use of explosives is prohibited.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 General

A. Examination:

1. Prior to commencement of Work:
 - a. Document existing damage, and determine if adverse existing conditions exist as per Section 017300 (Execution).
 - b. Verify that utilities have been disconnected and capped where needed to accommodate specific selective demolition.
2. If in the progress of the Work unanticipated mechanical, electrical, structural, or other elements that conflict with intended function or design are encountered, investigate and measure both nature and extent of the conflict.
 - a. Promptly submit an accurate and complete written report detailing conflicting elements to Architect.
 - b. Pending receipt of directive from Architect or Owner, rearrange selective demolition schedule as necessary to continue progress of overall Work without delay.

B. Shoring, Bracing and Structural Support:

1. Provide shoring, bracing, and structural supports to preserve stability and prevent movement, settlement or collapse of construction and finishes to be selectively demolished and adjacent facilities to remain.
 - a. Retain a qualified professional engineer to design temporary shoring, bracing, and structural support as needed.
 - b. Strengthen or add new supports when required during progress of selective demolition.
 - c. If safety of structure appears to be endangered, cease operations immediately, notify Owner and Architect, and take precautions to support structure until determination is made for continuing operations.

C. Demolish and remove existing construction only to the extent required by new construction and as indicated.

1. At any one time, remove only that portion of the existing construction that can be immediately protected so that building interior remains watertight and weathertight.
2. Where selective demolition converges with existing construction to remain:
 - a. Comply with Section 017329 (Cutting and Patching).

- b. Conduct operations in a manner to protect adjacent and surrounding surfaces and material to remain from damage. Do not damage substrates to remain.
 - c. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces.
 - d. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 - e. Remove residual mortar, adhesives, or other matter, from material to remain, in preparation for tie-in of new Work. (For example, where deficient brick has been removed, remove mortar around perimeter of area in preparation for new brick and mortar.)
3. Where whole units are being removed for replacement (e.g., masonry units, sills, lintels, wall panels, etc.), cut out whole units from joint to joint in a manner to permit replacement of full size units, and carefully remove without damaging surrounding construction.
 4. Do not use cutting torches until Work area is cleared of flammable materials. At concealed spaces (e.g., duct and pipe chases, etc.), verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and portable fire-suppression devices during flame-cutting operations. Maintain adequate ventilation when using cutting torches.

3.02 Environmental

- A. Conduct construction operations as required to comply with environmental regulations and minimize noise, odor, dust, and possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
 1. Use products, cleaners, and installation materials that are not considered hazardous.
 2. Do not use tools or equipment that produces harmful noise levels.

3.03 Removed and Salvaged Items

- A. Carefully remove items to be salvaged from existing construction in a manner to prevent damage.
- B. Clean salvaged items.
- C. Label items to include the following information:
 1. Date removed.
 2. Item number, if applicable.
 3. Description.
 4. Location (where removed).
- D. Pack or crate items after cleaning. Identify contents of containers.
- E. Protect items from damage in handling, transport and storage.
- F. Transport items to storage area designated by DASNY, and obtain receipt from DASNY.



- G. Protect items from damage in handling, transport and storage.

3.04 Removed and Reinstalled Items

- A. Carefully remove items, which will be reinstalled in the Work, from existing construction in a manner to prevent damage.
- B. Clean removed items.
- C. Label items to include the following information:
 - 1. Date removed.
 - 2. Item number, if applicable.
 - 3. Description.
 - 4. Location (where removed).
- D. Pack or crate items. Identify contents of containers.
- E. Protect items from damage in handling, transport and storage.
- F. Reinstall items in locations indicated. Comply with installation requirements for new products and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

3.05 Replication Specimens

- A. For building elements that will be reproduced or duplicated in the final Work, comply with replication specimen requirements in Section 014339 (Mockups and Physical Quality Assurance Aids).

3.06 Utility Services and Mechanical / Electrical Systems Demolition

- A. If services/systems are required to be removed, relocated, or abandoned, before proceeding with selective demolition provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
- B. Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing.

3.07 Concrete Demolition

- A. Where required, perform concrete demolition as follows:
 - 1. Concrete Spall Demolition:
 - a. Do not impact reinforcing steel to remain with any tools. Use only hand tools at locations immediately surrounding embedded reinforcing steel.
 - b. Remove loose or deteriorated concrete to achieve sound condition. Acceptable tools include power "chipping" hammer (15 lbs max. weight) or hand tools.

- c. Cut rectilinear perimeter at minimum depth, as indicated on Drawings. Acceptable tools include power driven grinder with diamond blade and vacuum attachment for dust collection.
2. Mass Concrete Demolition and Trenching:
 - a. Do not impact reinforcing steel to remain with any tools. Use only hand tools at locations immediately surrounding embedded reinforcing steel.
 - b. Cut perimeter as indicated on Drawings. Acceptable tools include power driven diamond blade saw.
 - c. Break up slab concrete in small sections. Acceptable tools include pneumatic "paving breaker" hammer (70 lbs max. weight).

3.08 Masonry Demolition

- A. Where required, perform masonry unit and wall demolition as follows:
 1. Cut perimeter of area to be removed in a manner to protect adjacent material to remain from damage.
 - a. At head joints, short bed joints or end of long cuts, acceptable tools include power oscillating mortar removal tools or hand tools.
 - b. At long cuts, acceptable tools include power driven grinder with diamond blade and vacuum attachment for dust collection, or hand tools.
 2. Remove mass of masonry in small sections. Acceptable tools include electric demolition "chipping" hammer (15 lbs max. weight), power driven grinder with diamond blade and vacuum attachment for dust collection, or hand tools.

3.09 Mortar Joint Demolition

- A. Where required, rake mortar joint in a manner to protect masonry units from damage. Acceptable tools include:
 1. At head joints, short bed joints or end of long cuts, acceptable tools include power oscillating mortar removal tools or hand tools.
 2. At long cuts, acceptable tools include power driven grinder with diamond blade and vacuum attachment for dust collection, or hand tools.
- B. Where mortar embedded units (e.g., masonry units, precast architectural concrete units, CMU units, stone units, etc.) have been removed, remove mortar, loose particles and debris from existing surrounding units, in preparation for replacement units.

3.10 Roofing Demolition

- A. Where required, remove all existing overlay material, roof membrane or shingles, and accessories (nails, etc.) to expose substrate.

END OF SECTION 024119

SECTION 02 82 00

ASBESTOS REMOVAL

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. This asbestos abatement Project will consist of the removal and disposal of asbestos-containing materials (ACMs) and presumed asbestos-containing materials (PACMs) as regulated asbestos-containing material (RACM) at Shepard Hall on the campus of City College of New York located at 259 Convent Avenue in New York, NY for the Roof Restoration project (DASNY No. 3635809999) .
- B. The work shall include but not be limited to the removal of the following materials:

Floor/level /location	Work Area Designation	Description of Asbestos Materials	Removal Method(s)	Approximate Quantity (SF/Unit)	Approximate Quantity (LF/Unit)
Roof	SH-23 and SH-24	Drain Flashing Tar	ICR 56-11.6	16 SF – 4 Drains	-----
Roofs	SH-19	Black Radiant (foil) Barrier Backing	ICR 56-11.6	5,300 SF	-----
Roofs	SH-02, SH-15, SH-16, SH-17, SH-18, SH-19, SH-20, SH-25A, SH-25B and SH-26	Bitumen Vapor Barrier on Concrete Deck in Areas Where Plywood Sheeting is to be Removed	ICR 56-11.6	1,380 SF Locations to be verified during construction – a unit price per square foot shall be used for this work	-----
Total Quantity (SF/LF/Units)				6,696 SF	-----

- C. The Contractor shall be aware of all conditions of the Project and is responsible for verifying quantities and locations of all Work to be performed. Failure to do so shall not relieve the Contractor of its obligation to furnish all labor and materials necessary to perform the Work.
- D. All Work shall be performed in strict accordance with the Project Documents and all governing codes, rules, and regulations. Where conflicts occur between the Project Documents and applicable codes, rules, and regulations, the more stringent shall apply.
- E. Working hours shall be as required and approved by DASNY. Asbestos abatement activities including, but not limited to, work area preparation, gross removal activities, cleaning activities, waste removal, etc. may need to be performed during ‘off-hours’ (including nights and weekends). In addition, multiple mobilizations may be required to perform the work identified in this project. The Contractor shall coordinate and schedule all Work with the facility and DASNY’s representative.

1.02 SPECIAL JOB CONDITIONS

- A. Any special job conditions, including Variances obtained by DASNY, are described below:
 - 1. Access to the roof to be provided by the General Contractor. Coordinate the phasing with the General Contractor.
 - 2. The Contractor shall maintain temporary protection to keep the building watertight throughout the performance of the work. Damage resulting from improper temporary protection will be the responsibility of the Contractor.
 - 3. All roofing materials, tars, adhesives, caulks, etc. shall be removed completely down to the plywood sheeting, or terracotta roof deck if plywood sheeting is to be removed. The plywood sheeting/terracotta deck shall be free and clear of all residues and left suitable for replacement material.
 - 4. The abatement work will require the submission of an ACP-7 form. Refer to the draft version in Appendix D for information relating to the filing.
 - 5. The work will require an ACP-9 due to the phasing of the work.
 - 6. The abatement contractor shall file the project with NYC DEP via an ACP-7 form. Additionally, the contractor shall petition the NYC DEP via an ACP-9 variance form for the use of the 1-22(b) section of NYC DEP Title 15 regulations. The contractor's NYS DOL asbestos project designer shall prepare the phasing plan and letter as required by the NYC DEP.
 - 7. The certified asbestos project designer has reviewed NYC DEP ATRU requirements and has determined that the asbestos abatement project will not trigger a Work Place Safety Plan, Asbestos Abatement Work Permit or FDNY forms.
 - 8. Any suspect ACM identified during construction may be sampled and analyzed for asbestos content by the environmental consultant per DASNY's request.
 - 9. All entrances/egresses to the building shall be maintained per state and federal regulations.

1.03 PERMITS AND COMPLIANCE

- A. The Contractor shall assume full responsibility and liability for compliance with all applicable Federal, State, and local laws, rules, and regulations pertaining to Work practices, protection of Workers, authorized visitors to the site, persons, and property adjacent to the Work.
- B. Perform asbestos related Work in accordance with New York State Industrial Code Rule 56 (herein referred to as Code Rule 56), New York City Department of Environmental Protection Asbestos Control Program Title 15, Chapter 1 of the Rules of New York City (herein referred to as NYC DEP regulations), 40 CFR 61, and 29 CFR 1926. Where more stringent requirements are specified, adhere to the more stringent requirements.
- C. The Contractor is responsible for providing the Asbestos Inspection Report (ACP7) filing to NYC DEP as well as all Asbestos Abatement Permit applications with supporting documentation, including the Work Place Safety Plan (WPSP) and any other applicable documents as may be required by NYC DEP, if applicable.
- D. If applicable, the Contractor is responsible for obtaining any Asbestos Project Conditional Completion (ACP20) forms upon completion of each phase of asbestos abatement or as otherwise may be required during the course of the project as well as the Asbestos Project Completion (ACP21) form and any other applicable documents as may be required by NYC DEP. DASNY's Design Professional shall be responsible to submit the A-TR1 form to NYC DEP.
- E. The Contractor must maintain current licenses pursuant to New York State Department of Labor, New York City Department of Environmental Protection Asbestos Control Program, New York

City Department of Sanitation, and New York State Department of Environmental Conservation for all Work related to this Project, including the removal, handling, transport, and disposal of asbestos-containing materials.

- F. The Contractor must have and submit proof upon request that any persons employed by the Contractor to engage in or supervise Work on any asbestos Project have valid NYS and NYC asbestos handling and supervisor certificates pursuant to Code Rule 56 and NYC DEP regulations.
- G. The Contractor shall comply fully with any existing or new Variance secured from regulatory agencies by DASNY or DASNY's Representative in the performance of the Work. Any Variance applications previously submitted are included as an appendix of this specification.
- H. The Contractor shall be responsible for obtaining all other Variances as may be required for the Project or as requested by DASNY, including variances necessary to obtain NYC Department of Buildings Work Permits prior to completion of all asbestos abatement activities. Approval of DASNY is required prior to submission of a Variance application to any regulatory agency. Failure to obtain DASNY approval may result in DASNY not permitting variance to be used on the Project.
- I. The Contractor shall be responsible for compliance with The New York State Uniform Fire Prevention and Building Code, or its successor during all Work at the site.
- J. Failure to adhere to the Project Documents shall constitute a breach of the Contract and DASNY shall have the right to and may terminate the Contract provided, however, the failure of DASNY to so terminate shall not relieve the Contractor from future compliance.

1.04 SUBMITTALS

- A. Pre-Work Submittals: Within seven (7) days prior to the pre-construction conference, the Contractor shall submit an electronic copy of the documents listed below to the DASNY Project Manager, the DASNY Code Compliance Unit and the Environmental Consultant for review and Code Compliance approval prior to the commencement of asbestos abatement activities:
 - 1. Contractor license issued by New York State Department of Labor.
 - 2. A list of Projects performed within the past two (2) years and include the dollar value of all Projects. Provide Project references to include DASNY or owner, Environmental Consultant, and air monitoring firm's name, contact persons, address, and phone number.
 - 3. Progress Schedule:
 - a. Show the complete sequence of abatement activities for each work area and the sequencing of Work within each building or building section listed in the contract.
 - b. Show the dates and hours of work for the beginning and completion of each major element of Work for all work areas including substantial completion dates for each Work Area, building, or phase.
 - 4. Project Notifications (original and all amendments in chronological order): As required by Federal, State, and NYC DEP (ACP-7) regulatory agencies together with proof of transmittal (i.e. certified mail return receipts). NYS DOL Site Specific Variance or Applicable Variance, if applicable.
 - 5. Building Occupant Notification: Provide the following information, as required by regulatory agencies:
 - a. Owner, DASNY Project Number, Site Name and Address, Building, Asbestos Project Location at Building, Start and End Dates.
 - b. Quantity and type of material to be removed.
 - c. Asbestos Contractor Name, Address, Contact Name and Phone Number, NYSDOL License Number.

- d. Third Party Air Monitor Name, Address, Contact Name and Phone Number, NYSDOL License Number.
 - e. Air Monitoring Laboratory Name, Address, Contact Name and Phone Number, New York State Department of Health (NYSDOH) Environmental Laboratory Approval Program (ELAP) Number.
 - f. NYSDOL Regional Office Phone Number.
 - g. DASNY Project Manager Name and Phone Number.
 - h. General Contractor Project Manager Name and Phone Number, if applicable
6. Abatement Work Plan and Drawing(s): Provide a written work plan description of work and drawing(s) that clearly indicates the following:
- a. All work areas/containments numbered sequentially.
 - b. Locations and types of all decontamination enclosures for each work area.
 - c. Entrances and exits to each work area/containment.
 - d. Type of abatement activity/technique for each work area/containment.
 - e. Number and location of negative air units and exhaust for each work area, when applicable. Also provide calculations for determining number of negative air pressure units.
 - f. Proposed location and construction of storage facilities and field office.
 - g. Location of water and electrical connections to building services for each work area/containment.
 - h. Waste transport routes through the building, or exterior to the waste storage container for each work area/containment.
7. Disposal Site/Landfill Permit from applicable regulatory agency.
8. Transfer Facility Permit (if used) from applicable regulatory agency.
9. Valid Waste Transporter NYS DEC Part 364 permit for all transporters.
10. Valid State Waste Transport vehicle permit for all transporters for each State the waste is being transported through to reach the Disposal Facility/Landfill.
11. Valid US DOT vehicle number / permits for all Transporters.
12. Special Waste Characterization Profile, if required by the disposal site/landfill.
13. Current ELAP Certificate for laboratory performing analysis of OSHA personal air monitoring samples. Refer to Section 1.09.
14. Approved NYC DEP Asbestos Abatement Permits and Variances (ACP8, ACP9 and backup documentation [submitted Phasing Plan/Variance, Owners Hardship Letters, etc.], V5, ACP-13, WPSP), if applicable.
- B. On-Site Submittals: Refer to Part 3.01.B, C, D and E for all submittals, documentation, and postings required to be maintained on-site during abatement activities.
- C. Project Close-out Submittals: Within 30 days of the completion of each abatement phase, the **Abatement Contractor** shall submit an electronic copy of the documents listed below to DASNY Code Compliance and the Environmental Consultant for review. Original fully executed waste records, original signed notarized Contractor's Acknowledgement Statements and any other original signed notarized documents required must be sent to Code Compliance prior to final approval. Once DASNY Code Compliance approves the close-out submittal, the Contractor shall provide 3 hard copy sets of the approved close-out documents (double-sided and bound) to DASNY Project Management for appropriate distribution, including 1 set to be distributed to the facility, prior to Contractor's final payment.
- 1. All Waste Shipment Records and Waste Shipment Record Logs (**Original** Waste Shipment Record(s) shall be sent to DASNY Code Compliance).
 - 2. OSHA compliance air monitoring records (laboratory reports and chain of custodies) conducted during the Work (compiled in chronological order).
 - 3. Daily progress log, and the Work Area entry/exit log (s).

4. Contractor's Acknowledgement Statement (Appendix C) that lists all Workers used in the performance of the Project, including name, NYS DOL and NYC DEP certification numbers and type of certification (i.e. supervisor, asbestos handler, etc.). The Statement shall be notarized (**Original** notarized statement shall be sent to DASNY Code Compliance).
 5. Supervisor and Handlers/Workers NYS DOL and NYC DEP Asbestos (current at time of asbestos abatement) Certifications.
 6. Contractor licensed issued by New York State Department of Labor.
 7. Disposal Site/Landfill Permit from applicable regulatory agency.
 8. Transfer Facility Permit (if used) from applicable regulatory agency.
 9. Valid Waste Transporter NYS Part 364 permit for all transporters.
 10. Valid State Waste Transport vehicle permit for all transporters for each State the waste is being transported through to reach the Disposal Facility/Landfill.
 11. Valid US DOT vehicle permits for all Transporters.
 12. Special Waste Characterization Profile, if required by the disposal site/landfill.
 13. Current ELAP Certificate for laboratory performing analysis of OSHA personal air monitoring samples. Refer to Section 1.09.
 14. EPA, NYS DOL & NYCDEP Regulatory Project notifications, amended notifications, along with proof of transmittals and NYS DOL Site-Specific Variances/Applicable Variances, if applicable. If required, NYC DEP Asbestos Abatement Permits and Variances (ACP7, ACP8, ACP9 and backup documentation [submitted Phasing Plan/Variance, owner's hardship letters, etc.], V5, ACP13, ACP15, Work Place Safety Plan (stamped received by the DEP), Asbestos Project Conditional Completion (ACP20) forms and/or Asbestos Project Completion (ACP21) form and fully executed ATR-1.
- D. Project Close-out Submittals: Within 30 days of the completion of the abatement phase, the **Environmental Consultant** shall submit 1 electronic copy of the closure report, including the documents listed below to DASNY Code Compliance for review and Code Compliance approval. Once DASNY Code Compliance approves the final closeout submittals, the Environmental Consultant shall provide 3 hard copy sets of the approved submittals (double-sided and bound) to DASNY Project Management for appropriate distribution, including 1 set to be distributed to the facility and 1 set to Code Compliance.
1. Upon completion of the Project, the Environmental Consultant shall certify to DASNY, in writing, that the work is complete, acceptable and was performed in compliance with the Project Documents and all Local, State and Federal Regulations in an Executive Summary of the work.
 2. The Environmental Consultant shall review and approve or disapprove all necessary guarantees, certificates of compliance, and all other close-out documentation, which the Asbestos Contractor is required to submit.
 3. The Environmental Consultant shall provide to DASNY the final/closeout project report which must include
 - a. Consultant license issued by New York State Department of Labor.
 - b. Project Monitor(s) Certificate issued by New York State Department of Labor.
 - c. All daily logs and daily worker/handler rosters.
 - d. Summary of all visual inspections with the date of inspection and the date of signoff on the supervisor's log.
 - e. Air sampling logs, final lab reports (no drafts-must be signed by analyst and reviewer), chain of custody forms, and sample location plans.
 - f. Copies of Waste Shipment Records and Waste Shipment Record Logs.
 - g. EPA, NYS DOL & NYCDEP Regulatory Project notifications, amended notifications, along with proof of transmittals and NYS DOL Site-Specific Variances/Applicable Variances, if applicable. If required, NYC DEP Asbestos Abatement Permits and Variances (ACP7, ACP8, ACP9 and backup

- documentation [submitted Phasing Plan/Variance, owner's hardship letters, etc.], V5, ACP13, ACP15, Work Place Safety Plan (stamped received by the DEP), Asbestos Project Conditional Completion (ACP20) forms and/or Asbestos Project Completion (ACP21) form, and fully executed ATR-1.
- h. All pertinent correspondence related to the Project, including re-occupancy letters and elevated air results submission to NYS DOL documentation per 56-4.10 (a).

1.05 PRE-CONSTRUCTION CONFERENCE

- A. Prior to start of preparatory Work under this Contract, the Contractor shall attend a pre-construction conference attended by DASNY, Facility Personnel, and Environmental Consultant.
- B. Agenda for this conference shall include but not necessarily be limited to:
 - 1. Contractor's scope of Work, Work plan, and schedule to include number of workers and shifts.
 - 2. Contractor's safety and health precautions including protective clothing and equipment and decontamination procedures.
 - 3. Environmental Consultant's duties, functions, and authority.
 - 4. Contractor's Work procedures including:
 - a. Methods of job site preparation and removal methods.
 - b. Respiratory protection.
 - c. Disposal procedures.
 - d. Cleanup procedures.
 - e. Fire exits and emergency procedures.
 - 5. Contractor's required pre-work and on-site submittals, documentation, and postings.
 - 6. Contractor's plan for twenty-four (24) hour Project security both for prevention of theft and for barring entry of unauthorized personnel into Work Areas.
 - 7. Temporary utilities.
 - 8. Handling of furniture and other movable objects.
 - 9. Storage of removed asbestos-containing materials.
 - 10. Waste disposal requirements and procedures, including use of DASNY supplied Waste Shipment Record and Waste Shipment Record Log.
- C. In conjunction with the conference the Contractor shall accompany the DASNY and Environmental Consultant on a pre-construction walk-through documenting existing condition of finishes and furnishings, reviewing overall Work plan, location of fire exits, fire protection equipment, water supply and temporary electric tie-in.

1.06 APPLICABLE STANDARDS AND REGULATIONS

- A. The Contractor shall comply with the following codes and standards, except where more stringent requirements are shown or specified:
- B. Federal Regulations:
 - 1. 29 CFR 1910.1001, "Asbestos" (OSHA)
 - 2. 29 CFR 1910.1200, "Hazard Communication" (OSHA)
 - 3. 29 CFR 1910.134, "Respiratory Protection" (OSHA)
 - 4. 29 CFR 1910.145, "Specification for Accident Prevention Signs and Tags" (OSHA)
 - 5. 29 CFR 1926, "Construction Industry" (OSHA)
 - 6. 29 CFR 1926.1101, "Asbestos, Tremolite, Anthophyllite, and Actinolite" (OSHA)
 - 7. 29 CFR 1926.500 "Guardrails, Handrails and Covers" (OSHA)
 - 8. 40 CFR 61, Subpart A, "General Provisions" (EPA)
 - 9. 40 CFR 61, Subpart M, "National Emission Standard for Asbestos" (EPA)

10. 49 CFR 171-172, Transportation Standards (DOT)
- C. New York State Regulations:
1. 12 NYCRR, Part 56, "Asbestos", Industrial Code Rule 56 (DOL) (amended March 21, 2007).
 2. 6 NYCRR, Parts 360, 364, Disposal and Transportation (DEC)
 3. 10 NYCRR, Part 73, "Asbestos Safety Program Requirements" (DOH)
- D. Local Regulations:
1. New York City Department of Environmental Protection Asbestos Control Program Title 15, Chapter 1 of the Rules of New York City
 2. New York City Department of Sanitation Title 16, Chapter 8 of the Rules of New York City
- E. Standards and Guidance Documents:
1. American National Standards Institute (ANSI) Z88.2, Practices for Respiratory Protection
 2. ANSI Z9.2-79, Fundamentals Governing the Design and Operation of Local Exhaust Systems
 3. EPA 560/585-024, Guidance for Controlling Asbestos-containing Materials in Buildings (Purple Book)
 4. EPA 530-SW-85-007, Asbestos Waste Management Guidance
 5. ASTM Standard E1368 "Standard Practice for Visual Inspection of Asbestos Abatement Projects."

1.07 NOTICES

- A. The Contractor shall provide notification of intent to commence asbestos abatement activities as indicated below.
1. At least ten (10) Working days prior to beginning abatement activities, send written notification to:

U.S. Environmental Protection Agency Region 2
National Emissions Standards for Hazardous Air Pollutants (NESHAPS) Coordinator
Air Branch
290 Broadway, 21st Floor
New York, NY 10007-1866
 2. At least ten (10) calendar days prior to beginning abatement activities send written notification to:

New York State Department of Labor
Division of Safety and Health, Asbestos Control Program
State Office Campus
Building 12 - Room 161B
Albany, NY 12240
 3. At least seven (7) days prior to beginning abatement activities provide an electronic Asbestos Project Notification (ACP7) to New York City Department of Environmental Protection Asbestos Control Program in accordance with NYC DEP regulations.
- B. The Contractor is required to send notifications to U.S. Environmental Protection Agency and New York State Department of Labor via mail, package delivery service that will provide proof of delivery and receipt.

- C. The Contractor shall be responsible for maintaining current project filings with regulatory agencies for the duration of the project.
- D. The Contractor shall post and/or provide Building Occupant Notification at least 10 calendar days prior to beginning abatement activities as required by Code Rule 56.
- E. The Contractor shall post a floor plan as required by NYC DEP regulations, if applicable.

1.08 PROJECT MONITORING AND AIR SAMPLING

- A. DASNY shall engage the services of an Environmental Consultant who shall serve as DASNY's Representative in regard to the performance of the asbestos abatement Project and provide direction as required throughout the entire abatement Project period. The Environmental Consultant and all subconsultants shall not have any contractual relationship with the Contractor for the duration of the asbestos project.
- B. The Contractor is required to ensure cooperation of its personnel with the Environmental Consultant for the air sampling and Project monitoring functions described in this section. The Contractor shall comply with all direction given by the Environmental Consultant during the course of the Project.
- C. The Environmental Consultant shall provide the following administrative services:
 - 1. Review and approve or disapprove all submittals, shop drawings, schedules, and samples.
 - 2. Assure that all notifications to governmental agencies by the Contractor are submitted in a timely manner and are correct in content.
- D. The Environmental Consultant shall staff the Project with a trained and certified person(s) to act on DASNY's behalf at the job site. This individual shall be designated as the Abatement Project Monitor (APM).
 - 1. The APM shall be on-site at all times the Contractor is on-site. The Contractor shall not be permitted to conduct any Work unless the APM is on-site (except for inspection of barriers and negative air system during non-working days).
 - 2. The APM shall have the authority to direct the actions of the Contractor verbally and in writing to ensure compliance with the Project documents and all regulations. The APM shall have the authority to Stop Work when gross Work practice deficiencies or unsafe practices are observed, or when ambient fiber concentrations outside the removal area are equal to or greater than 0.01 f/cc or background level, whichever is greater.
 - a. Such Stop Work order shall be effective immediately and remain in effect until corrective measures have been taken and the situation has been corrected.
 - b. Standby time, re-cleaning time, and air sample collection time and analysis cost required to resolve the situation shall be at the Contractor's expense.
 - c. The APM shall track and provide a summary of standby, re-cleaning, and/or air sampling time to achieve satisfactory clearance, as well as a summary of any equipment used. These summaries shall be provided to the DASNY Project Manager.
 - 3. The APM shall provide the following services:
 - a. Inspection of the Contractor's Work, practices, and procedures, including temporary protection requirements, for compliance with all regulations and Project specifications including provisions required by Variances, the Work Place Safety Plan and Asbestos Work Permit.
 - b. Provide abatement Project air sampling as required by applicable regulations and DASNY. Sampling will include background, work area preparation, asbestos handling, final cleaning and aggressive clearance air sampling.

- c. Verify daily that all Workers used in the performance of the Project are certified by the appropriate regulatory agency and include a worker roster in the daily log.
 - d. Monitor the progress of the Contractor's work and report any deviations from the schedule to DASNY.
 - e. Monitor, verify, and document all waste load-out operations.
 - f. Verify that the Contractor is performing personal air monitoring daily, and that results are being returned and posted at the site as required.
 - g. The APM shall maintain a daily log on site that documents all project related and APM and Contractor actions, activities, and occurrences.
 - h. Verify landfill to be used for waste disposal with waste transporter (driver) and Contractor prior to waste trailer/hardtop dumpster leaving site. Confirm the waste transporter firm and landfill are listed on the regulatory notifications for the project and the waste transport vehicle license number is listed on the current NYS DEC Waste Transporter permit.
4. The following minimum inspections shall be conducted by the APM, accompanied by the Contractor's supervisor. Additional inspections shall be conducted as required by Project conditions and/or at DASNY's direction. Progression from one (1) phase of Work to the next by the Contractor is only permitted with the written approval of the APM.
- a. Pre-Construction Inspection: The purpose of this inspection is to verify the existing conditions of the Work Areas and to document these conditions.
 - b. Pre-Commencement Inspection: The purpose of this inspection is to verify the integrity of each containment system prior to disturbance of any asbestos-containing material. This inspection shall take place only after the Work Area is fully prepped for removal.
 - c. Work Inspections: The purpose of this inspection is to monitor the Work practices and procedures employed on the Project and to monitor the continued integrity of the containment system. Inspections within the removal areas shall be conducted by the APM during all preparation, removal, and cleaning activities at least twice every Work shift. Additional inspections shall be conducted as warranted.
 - d. Pre-Encapsulation Inspection: The purpose of this inspection is to ensure the complete removal of Asbestos-Containing Material (ACM), from all surfaces in the Work Area prior to encapsulation.
 - e. Visual Clearance Inspection: The purpose of this inspection is to verify that: all materials in the scope of work have been properly removed; no visible asbestos debris/residue remains; no pools of liquid or condensation remains; and all required cleanings are complete. This inspection shall be conducted before final air clearance testing.
 - f. Post-Clearance Inspection: The purpose of this inspection is to ensure the complete removal of ACM, including debris, from the Work Area after satisfactory final clearance sampling and removal of all isolation and critical barriers and equipment from the Work Area.
 - g. Punch List Inspection: The purpose of this inspection is to verify the Contractor's certification that all Work has been completed as contracted and the existing condition of the area prior to its release to DASNY.
- E. The APM shall provide abatement Project air sampling and analysis as required by applicable regulations. Sampling will include, but is not limited to, background, work area preparation, asbestos handling, and final cleaning and clearance air sampling.
- 1. Unless otherwise required by applicable regulations, the APM shall have samples analyzed by Phase Contrast Microscopy (PCM). Results shall be available at the Project site within 24 hours of completion of sampling.
 - 2. Samples shall be collected as required by applicable regulations and these specifications. If Transmission Electron Microscopy (TEM) clearance air sampling is utilized by

DASNY, the clearance criteria and sampling protocols must be in compliance with AHERA. If PCM air sample analysis results exceed the satisfactory clearance criteria, then TEM analysis of the entire set of clearance air samples may be used, provided that a standard NIOSH/ELAP accepted laboratory analysis method is utilized that shall report each air sample result in fibers per cubic centimeter.

3. If the air sampling during any phase of the abatement project reveals airborne fiber levels at or above 0.01 fibers/cc or the established background level, whichever is greater, outside the regulated Work Area, Work shall stop immediately and corrective measures required by applicable regulations shall be initiated. Notify DASNY project personnel, as well as all employers and occupants in adjacent areas. The Contractor shall bear the burden of any and all costs incurred by this delay.
4. The APM shall submit copies of all elevated air sampling results collected during abatement and all elevated final air clearance results to the Commissioner of Labor, as required by regulation.
5. At the completion of each abatement phase, the APM shall provide the ACP15 Project Monitors Report to DEP, if applicable
6. A minimum of 1,200 Liters for PCM air samples or 1,300 Liters for TEM air samples (whichever is applicable) shall be collected at a flow rate between 2 and 16 liters per minute (L/min) for PCM samples and a flow rate of between 2 and 10 L/min for TEM AHERA air samples, as necessary to achieve proper sample collection and work practice duration.

1.09 CONTRACTOR AIR SAMPLING

- A. In addition to the requirements of OSHA 1926.1101, the Contractor shall be required to perform personal air monitoring **every Work shift in each Work Area** during which abatement activities occur in order to determine that appropriate respiratory protection is adequate and is being worn and utilized. **Negative Exposure Assessments are not allowed to be used in lieu of personal air monitoring.**
- B. The Contractor shall conduct air sampling that is representative of both the 8-hour time weighted average and 30-minute short-term excursion level exposures to indicate compliance with the OSHA Permissible Exposure Limits (PELs).
- C. The Contractor's laboratory analysis of air samples shall be conducted by a NYS DOH ELAP approved laboratory. The Environmental Consultant shall not collect, ship, transport or analyze the Contractor's air samples.
- D. Results of personal air sample analyses shall be available, verbally, within twenty-four 24 hours of sampling and results with associated chains of custody shall be posted upon receipt and documented in the supervisor's daily log book. Written laboratory reports shall be delivered and posted at the Work site within five (5) days. Failure to comply with these requirements may result in all work being stopped until compliance is achieved.

1.10 PROJECT SUPERVISOR

- A. The Contractor shall designate a full-time Project Supervisor who shall meet the following qualifications:
 1. The Project Supervisor shall hold New York State DOL and New York City DEP certification as an Asbestos Supervisor.
 2. The Project Supervisor shall meet the requirements of a "Competent Person" as defined by OSHA 1926.1101 and shall have a minimum of one (1) year experience as a supervisor.

3. The Project Supervisor must be able to speak, read, and write English fluently, as well as communicate in the primary language of the Workers.
- B. If the Project Supervisor is not on-site at any time whatsoever, all Work shall be stopped. The Project Supervisor shall remain on-site until the Project is complete. The Project Supervisor cannot be removed from the Project without the written consent of DASNY and the Environmental Consultant. The Project Supervisor shall be removed from the Project if so requested by DASNY.
 - C. The Project Supervisor shall maintain the bound Daily Project Log and separate work area entry/exit logs for each work area, as required by applicable regulations and section 2.03 of the specifications and the Waste Shipment Record Log required by section 4.03 of the specifications.
 - D. The Project Supervisor shall be responsible for the performance of the Work and shall represent the Contractor in all respects at the Project site. The Supervisor shall be the primary point of contact for the Abatement Project Monitor.

1.11 MEDICAL REQUIREMENTS

- A. Before exposure to airborne asbestos fibers, provide Workers with a comprehensive medical examination as required by 29 CFR 1910.1001, and 29 CFR 1926.1101.
 1. This examination is not required if adequate records show the employee has been examined as required by 29 CFR 1910.1001, and 29 CFR 1926.1101 within the past year.
 2. The same medical examination shall be given on an annual basis to employees engaged in an occupation involving asbestos fibers and within thirty 30 calendar days before or after the termination of employment in such occupations.

1.12 TRAINING

- A. As required by applicable regulations, prior to assignment to asbestos Work instruct each employee with regard to the hazards of asbestos, safety and health precautions, and the use and requirements of protective clothing and equipment.
- B. Establish a respirator program as required by ANSI Z88.2 and 29 CFR 1910.134, and 29 CFR 1926.1101. Provide respirator training and fit testing.

1.13 RESPIRATORY PROTECTION

- A. Select respirators from those approved by the National Institute for Occupational Safety and Health (NIOSH).
- B. Respirators shall be individually fit-tested to personnel under the direction of an Industrial Hygienist on a yearly basis. Fit-tested respirators shall be permanently marked to identify the individual fitted, and use shall be limited to that individual. Fit-test records shall be maintained on site for each employee.
- C. Where fiber levels permit, and in compliance with regulatory requirements, Powered Air Purifying Respirators (PAPRs) are the minimum allowable respiratory protection permitted to be utilized during gross removal operations of OSHA Class I or OSHA Class II friable ACM.
- D. No respirators shall be issued to personnel without such personnel participating in a respirator training program.

- E. High Efficiency Particulate Air (HEPA) respirator filters shall be approved by NIOSH and shall conform to the OSHA requirements in 29 CFR 1910.134 and 29 CFR 1926.1101.
- F. A storage area for respirators shall be provided by the Contractor in the clean room side of the personal decontamination enclosure where they will be kept in a clean environment.
- G. The Contractor shall provide and make available a sufficient quantity of respirator filters so that filter changes can be made as necessary during the work day. Filters will be removed and discarded during the decontamination process. Filters cannot be reused. Filters must be changed if breathing becomes difficult.
- H. Filters used with negative pressure air purifying respirators shall not be used any longer than one eight (8) hour work day. Any loose respirator filters found within the regulated area, must be disposed of as RACM asbestos waste.
- I. Any authorized visitor, worker, or supervisor found in the Work Area not wearing the required respiratory protection shall be removed from the Project site and shall not be permitted to return.
- J. The Contractor shall have at least two (2) Powered Air Purifying Respirators stored on site designated for authorized visitors use. Appropriate respirator filters for authorized visitors shall be made available by the Contractor.

1.14 DELIVERY AND STORAGE

- A. Deliver all materials to the job site in original packages with containers bearing manufacturer's name and label.
- B. Store all materials at the job site in a suitable and designated area.
 - 1. Store materials subject to deterioration or damage away from wet or damp surfaces and under cover.
 - 2. Protect materials from unintended contamination and theft.
 - 3. Storage areas shall be kept clean and organized.
- C. Remove damaged or deteriorated materials from the job site. Materials contaminated with asbestos shall be disposed of as asbestos debris as herein specified.

1.15 TEMPORARY UTILITIES

- A. Shut down and lock out all electrical power to the asbestos Work Areas, including lighting circuits. Any electrical power passing through the Work Areas that can't be shut down due to health and safety reasons, shall be protected as per the requirements of applicable regulations and shall not be utilized within the work area.
- B. Provide temporary 120-240 volt, single phase, three (3) wire, 100 amp electric service with Ground Fault Circuit Interrupters (GFCIs) for all electric requirements within the asbestos Work Area.
 - 1. Where available, obtain from Owner's existing system. Otherwise provide power from other sources (i.e. generator).
 - 2. Provide temporary wiring and "weatherproof" receptacles in sufficient quantity and location to serve all HEPA equipment and tools.
 - 3. Provide wiring and receptacles as required by the APM for air sampling equipment.
 - 4. All power to the Work Area shall be brought in from outside the area through GFCIs at the source.

- C. Provide temporary lighting with "weatherproof" fixtures for all Work Areas including decontamination chambers.
 - 1. The entire Work Area shall be kept illuminated at all times.
 - 2. Provide lighting as required by the APM for the purposes of performing required inspections.
- D. All temporary devices and wiring used in the Work Area shall be capable of decontamination procedures including HEPA vacuuming and wet-wiping.
- E. Utilize domestic water service, if available, from Owner's existing system. Provide hot water heaters with sufficient capacity to meet Project demands.

PART 2 PRODUCTS

2.01 PROTECTIVE CLOTHING

- A. Provide personnel utilized during the Project with disposable protective whole body clothing, head coverings, gloves and foot coverings. Provide disposable plastic or rubber gloves to protect hands. Cloth gloves may be worn inside the plastic or rubber for comfort, but shall not be used alone. Make sleeves secure at the wrists and make foot coverings secure at the ankles by the use of tape, or provide disposable coverings with elastic wrists or tops.
- B. Provide sufficient quantities of protective clothing to assure a minimum of four (4) complete disposable outfits per day for each individual performing abatement Work.
- C. Eye protection and hard hats shall be provided and made available for all personnel entering any Work Area.
- D. Authorized visitors shall be provided with suitable protective clothing, headgear, eye protection, and footwear whenever they enter the Work Area.

2.02 SIGNS AND LABELS

- A. Provide bilingual (English-Spanish) warning signs and barrier tapes at all approaches to asbestos Work Areas. Locate signs at such distance that personnel may read the sign and take the necessary protective steps required before entering the area.
 - 1. Provide danger signs in vertical format conforming to 29 CFR 1926.1101, minimum 20" x 14" displaying the following legend.

DANGER
ASBESTOS
MAY CAUSE CANCER
CAUSES DAMAGE TO LUNGS
AUTHORIZED PERSONNEL ONLY
WEAR RESPIRATORY PROTECTION AND
PROTECTIVE CLOTHING IN THIS AREA
 - 2. Provide 3" wide red barrier tape printed with black lettered, "DANGER ASBESTOS REMOVAL". Locate barrier tape across all corridors, entrances and access routes to asbestos Work Area. Install tape 3' to 4' above finished floor (AFF).
- B. Provide asbestos danger labels affixed to all asbestos materials, scrap, waste, debris and other products contaminated with asbestos.

1. Provide asbestos danger labels of sufficient size to be clearly legible, displaying the following legend:

DANGER
CONTAINS ASBESTOS FIBERS
MAY CAUSE CANCER
CAUSES DAMAGE TO LUNGS
DO NOT BREATHE DUST
AVOID CREATING DUST

2. Provide the following asbestos labels, of sufficient size to be clearly legible, for display on waste containers (bags or drums) which will be used to transport asbestos contaminated material in accordance with United States Department of Transportation 49 CFR Parts 171 and 172:

RQ, NA2212, RACM ASBESTOS, 9, PGIII

3. Generator identification information shall be affixed to each waste container or any packaging used to containerize RACM asbestos waste indicating the following printed in indelible ink:

Generator Name
Facility Name
Facility Address
Date

2.03 DAILY PROJECT LOG & WORK AREA (Worker Decontamination Unit) ENTRY/EXIT LOG

- A. Provide a bound Daily Project Log. The log shall contain on title page the Project name and DASNY project number, name, address and phone number of Owner; name, address and phone number of Environmental Consultant; name, address and phone number of Abatement Contractor; emergency numbers including, but not limited to local Fire/Rescue department and all other regulatory requirements.
- B. All entries into the log shall be made in non-washable, permanent ink and such pen shall be strung to or otherwise attached to the log to prevent removal from the log-in area. Under no circumstances shall pencil entries be permitted.
- C. All persons entering and exiting the Work Area shall sign the Work Area (entry/exit log located in the decontamination unit clean room or airlock to the work area) and include name, certification number, and time.
- D. The Project Supervisor shall document all work performed daily and note all regulatory required inspections, maintain entry log records and ensure that they are recorded in accordance with the provisions of all applicable regulations.

2.04 SCAFFOLDING AND LADDERS

- A. Provide all scaffolding and/or staging as necessary to accomplish the Work of this Contract. Scaffolding may be of suspension type or standing type such as metal tube and coupler, tubular welded frame, pole or outrigger type or cantilever type. All scaffolding shall be designed and constructed in accordance with OSHA, New York City Building Code, and any other applicable federal, state and local government regulations. Whenever there is a conflict or overlap of the above references the most stringent provisions are applicable.

- B. Provide scaffolding and ladders as required by the APM for the purposes of performing required inspections.

2.05 SURFACTANT (AMENDED WATER)

- A. Wet all asbestos-containing materials prior to removal with surfactant mixed and applied in accordance with manufacturer's printed instructions.

2.06 ENCAPSULANT

- A. Encapsulant shall be tinted or pigmented so that application when dry is readily discernible.
- B. The encapsulant solvent or vehicle shall not contain a volatile hydrocarbon.

2.07 FOAM/VISCOUS LIQUID

- A. Foam or viscous liquid shall be non-toxic, shall not require special respirator protection for handling, and shall not affect the handling and disposal of the asbestos waste
- B. Foam or viscous liquid shall leave an identifiable colored residue when it dissipates.
- C. Foam or viscous liquid may be used for non-friable ACM roofing and/or flooring removals consistent with all applicable regulations.

2.08 WASTE DISPOSAL BAGS, DRUMS, AND CONTAINERS

- A. Provide 6 mil clear polyethylene disposal bags printed with asbestos caution labels. Bags shall also be imprinted with U.S. Department of Transportation required markings.
- B. Provide 30 or 55 gallon capacity fiber, plastic, or metal drums capable of being sealed air and water tight if asbestos waste has the potential to damage or puncture disposal bags. Affix asbestos caution labels on lids and at one-third points around drum circumference to assure ready identification.
- C. Containers and bags must be labeled in accordance with 40 CFR Part 61 NESHAPS and applicable regulations. When the bags/containers are moved to the lockable hardtop dumpster from the waste decontamination system washroom, the bags must also be appropriately labeled with the date they are moved on the bag/container in waterproof markings.
- D. Labeled ACM waste containers or bags shall not be used for non-ACM waste or trash. Any material placed in labeled containers or any material placed in bags, whether the bag is turned inside out or not, shall be handled and disposed of as RACM waste.

2.09 HEPA VACUUM EQUIPMENT

- A. All vacuuming performed under this contract shall be performed with High Efficiency Particulate Air (HEPA) filter equipped industrial vacuums conforming to ANSI Z9.2.
- B. Provide tools and specialized equipment including scraping nozzles with integral vacuum hoods connected to a HEPA vacuum with flexible hose.

2.10 POWER TOOLS

- A. Any power tools used to drill, cut into, or otherwise disturb asbestos material shall be manufacturer equipped with HEPA filtered local exhaust ventilation

2.11 FIRE RETARDANT POLYETHYLENE SHEETING

- A. All polyethylene (plastic) sheeting used on the Project (including but not limited to sheeting used for critical and isolation barriers, fixed objects, walls, floors, ceilings, and waste container) shall be at least 6 mil fire retardant sheeting.
- B. Decontamination enclosure systems shall utilize at least 6 mil opaque fire retardant plastic sheeting. At least two (2) layers of 6 mil reinforced fire retardant plastic sheeting shall be used for the flooring.

PART 3 EXECUTION

3.01 GENERAL REQUIREMENTS

- A. Should visible emissions or water leaks be observed outside the Work Area, immediately stop Work and institute emergency procedures per applicable regulations. Should there be elevated fiber levels outside the Work Area, immediately stop Work and institute emergency procedures per applicable regulations. All costs incurred in decontaminating such non-Work Areas and the contents thereof shall be borne by the Contractor, at no additional cost to DASNY.
- B. Current medical surveillance approval, fit test reports, Contractor's Worker Acknowledgments, and valid NYS DOL/NYC DEP Asbestos Handler certification cards shall be on site prior to admittance of any Contractor's employees to the asbestos Work Area.
- C. Hard Copies of the following submittals, documentation, and postings shall be maintained on-site by the Contractor during abatement activities at a location approved by the Abatement Project Monitor:
 - 1. Valid Contractor license issued by New York State Department of Labor.
 - 2. Certification, Worker Training, Medical Surveillance, Acknowledgment(s):
 - a. NYS DOL and NYC DEP Asbestos Handler certification cards for each person employed in the removal, handling, or disturbance of asbestos.
 - b. Evidence that Workers have received proper training required by the regulations and the medical examinations required by OSHA 29 CFR 1926.1101.
 - c. Documentation that Workers have been fit tested specifically for respirators used on the Project.
 - d. Contractor's Workers Acknowledgments (Appendix C): Statements listing all the employees and signed by the supervisor stating that the employee has received training in the proper handling of asbestos-containing materials; understands the health implications and risks involved; and understands the use and limitations of the respiratory equipment to be used.
 - 3. Daily OSHA personal air monitoring results.
 - 4. NYS Department of Health ELAP certification for the laboratory that will be analyzing the OSHA personal air samples.
 - 5. Disposal Site/Landfill Permit from applicable regulatory agency.
 - 6. Transfer Facility Permit (if used) from applicable regulatory agency.
 - 7. Valid Waste Transporter NYS Part 364 permit for all transporters.
 - 8. Valid State Waste Transport vehicle permit for all transporters for each State the waste is being transported through to reach the Disposal Facility/Landfill.
 - 9. Valid US DOT vehicle permits for all Transporters.

10. Special Waste Characterization Profile, if required by the disposal site/landfill.
 11. Regulatory Project notifications and amended notifications.
 12. Applicable regulations.
 13. Safety Data Sheets of supplies/chemicals used on the Project.
 14. Approved Abatement Work Plan.
 15. List of emergency telephone numbers.
 16. Magnahelic manometer semi-annual calibration certification.
 17. Waste Shipment Record Log.
 18. Daily Project Log.
 19. Work Area Entry/Exit Logs, for each personal decontamination unit.
 20. Contract documents (environmental survey report, specifications and drawings).
- D. A floor plan showing the areas of the building under abatement and the location of all fire exits in said areas shall be prominently posted in the building lobby or comparable location, along with a notice stating the location within the building of the negative air cutoff switch required under applicable regulations.
- E. Hard Copies of the following documentation shall be maintained on-site by the Abatement Project Monitor during abatement activities:
1. Valid Contractor license issued by New York State Department of Labor.
 2. Air Sample Log.
 3. Air sample laboratory results with chain of custody and sample location plans.
 4. ACP15 Project Monitors Reports, if applicable.
 5. Project monitor daily log and a daily list of workers/supervisors onsite.
 6. A copy of ASTM Standard E1368 "Standard Practice for Visual Inspection of Asbestos Abatement Projects".
 7. Calibration Chart for rotometer(s) used on-site.
 8. Project documents (environmental survey report, specifications and drawings).
- F. The Work Area must be vacated by building occupants prior to decontamination enclosure construction and Work Area preparation.
- G. All demolition necessary to access asbestos-containing materials for removal must be conducted within negative pressure enclosures by licensed asbestos handlers. Demolition debris may be disposed of as construction and demolition debris provided the Abatement Project Monitor determines that it is not contaminated with asbestos and there has been no disturbance of ACM within the enclosure. If the demolition debris is determined to be contaminated or ACM has been disturbed, porous materials must be disposed of as RACM asbestos waste.

3.02 PERSONAL DECONTAMINATION ENCLOSURE

- A. Provide personal decontamination enclosure contiguous to the Work Area or as per Variance. The decontamination enclosure shall be attached to the Work Area and not located within it unless isolation barriers are installed. If the decontamination chamber is accessible to the public it shall be fully framed and sheathed to prevent unauthorized entry.
- B. Access to the Work Area will be from the clean room through an airlock to the shower and through an airlock to the equipment room. Each airlock shall be a minimum of three (3) feet from door to door. Additional airlocks shall be provided as required by applicable regulations for remote decontamination enclosures.
- C. The decontamination enclosure ceiling and walls shall be covered with one (1) layer of opaque 6 mil fire retardant polyethylene sheeting. Two (2) layers of reinforced 6 mil fire retardant polyethylene sheeting shall be used to cover the floor.

- D. The entrance to the clean room shall have a lockable door along with adequate small openings for Work Area make-up air. Provide suitable lockers for storage of Worker's street clothes. Storage for respirators along with replacement filters and disposable towels shall also be provided.
- E. Provide a temporary shower with individual hot and cold water supplies and faucets. Provide a sufficient supply of soap and shampoo. There shall be one (1) shower for every six Workers. The shower room shall be constructed in such a way so that travel through the shower chamber shall be through the shower. The shower shall not be able to be bypassed.
- F. Shower water shall be drained, collected and filtered through a system with at least a 5.0 micron particle size collection capability containing a series of several filters with progressively smaller pore sizes to avoid rapid clogging of the system. The filtered waste water shall then be discharged in accordance with applicable codes and the contaminated filters disposed of as RACM asbestos waste.
- G. The equipment room shall be used for the storage of tools and equipment. A walk-off pan filled with water shall be located in the Work Area outside the equipment room for Workers to clean foot coverings when leaving the Work Area. A labeled 6 mil plastic ACM waste bag for collection of contaminated clothing shall be located in this room.
- H. The personal decontamination enclosure shall be cleaned and disinfected minimally at the end of each Work shift and as otherwise directed by the Abatement Project Monitor.

3.03 WASTE DECONTAMINATION ENCLOSURE

- A. Provide a waste decontamination enclosure contiguous to the Work area or as per Variance. The decontamination enclosure shall be attached to the Work Area and not located within it unless isolation barriers are installed. If the decontamination chamber is accessible to the public it shall be fully framed and sheathed to prevent unauthorized entry.
- B. The waste decontamination enclosure system shall consist of a holding area, airlock and washroom. The airlock shall be a minimum of three (3) feet from door to door. The entrance to the holding area shall have a lockable door.
- C. The decontamination enclosure ceiling and walls shall be covered with one (1) layer of opaque 6 mil fire retardant polyethylene sheeting on walls and ceiling. Two (2) layers of reinforced 6 mil fire retardant polyethylene sheeting shall be used to cover the floor.
- D. Where there is only one egress from the Work Area, the holding area of the waste decontamination enclosure system may branch off from the personal decontamination enclosure equipment room, which then serves as the waste wash room.
- E. The waste wash room water shall be drained, collected, and filtered through a system with at least a 5.0 micron particle size collection capability containing a series of several filters with progressively smaller pore sizes to avoid rapid clogging of the system. The filtered waste water shall then be discharged in accordance with applicable codes and the contaminated filters disposed of as RACM asbestos waste.
- F. In small asbestos Projects where only one (1) egress from the Work Area exists, the shower room may be used as a waste washroom. In this instance, the clean room shall not be used for waste storage, but shall be used for waste transfer to carts, which shall immediately be removed from this enclosure.

3.04 WORK AREA ENTRY AND EXIT PROCEDURES

- A. Access to and from the asbestos Work Area is permitted only through the personal decontamination enclosure unless otherwise stipulated in a Variance.
- B. Workers shall sign the Work Area entry/exit log (located in the decontamination clean room) upon every entry and exit.
- C. The following procedures shall be followed when entering the Work Area:
 - 1. Before entering the Work Area, Workers shall proceed to the clean room, remove all street clothes, and don protective clothing, equipment, and respirators.
 - 2. Workers shall proceed from the clean room through the shower room and the equipment room and into the Work Area.
- D. The following procedures shall be followed when exiting the Work Area:
 - 1. Before leaving the Work Area, gross asbestos contamination will be removed by brushing, wet cleaning and/or HEPA vacuuming.
 - 2. In the equipment room, Workers shall remove disposable clothing, but not respirators, and shall place clothing in plastic disposal bags for disposal as contaminated debris prior to entering the shower room.
 - 3. Workers shall shower thoroughly while wearing respirators then wash respirator with soap and water prior to removal.
 - 4. Upon exiting the shower, Workers shall don new disposable clothing if the Work shift is to continue or street clothes to exit area. Under no circumstances shall Workers enter public non-Work Areas in disposable protective clothing.
- E. If remote decontamination enclosures are permitted by applicable regulations or a Variance, workers shall wear two disposable suits for all phases of Work. Workers exiting the work area shall HEPA vacuum the outer suit, enter the airlock, remove the outer suit and then place it back into the Work Area. A clean second suit shall be donned before exiting the airlock and proceeding to the decontamination enclosure or another work area via the designated pathway.

3.05 WORK AREA PREPARATION

- A. Asbestos danger signs shall be posted at all approaches to the asbestos Work Area. Post all emergency exits as emergency exits only on the Work Area side; post with asbestos caution signs on the non-Work Area side. Provide all non-Work Area stairs and corridors accessible to the asbestos Work Area with warning tapes at the base of stairs and beginning of corridors. Warning tapes shall be in addition to caution signs.
- B. Shut down and lock out the building heating, ventilating, and air conditioning (HVAC) systems. Electrical systems and circuits shall also be shut down unless permitted to remain active per applicable regulations and appropriately protected and labeled. Existing lighting sources shall not be utilized. Provide temporary electric power and lighting as specified herein.
- C. All non-ACM surfaces and objects within the Work Area shall be pre-cleaned using HEPA vacuuming and/or wet-wiping methods. Dry sweeping and any other methods that raise dust shall be prohibited. ACM shall not be disturbed during pre-cleaning.
- D. Movable objects within the Work Area shall be HEPA vacuumed and/or wet-wiped and removed from the Work Area.

- E. All non-movable equipment in the Work Area shall be completely covered with two (2) layers of fire retardant polyethylene sheeting, at least 6 mil in thickness, and secured in place with duct tape and/or spray adhesive. Active Fire Protection System components in the Work Area shall not be covered with fire retardant plastic sheeting or any other obstruction.
- F. Provide enclosure of the asbestos Work Area necessary to isolate it from unsealed areas of the building in accordance with the approved asbestos Work plan and as specified herein.
- G. Provide critical barriers by sealing off all openings including but not limited to windows, diffusers, grills, electrical outlets and boxes, doors, floor drains, and any other penetrations of the Work Area enclosure, using two (2) layers of at least 6 mil fire retardant polyethylene sheeting.
- H. Provide isolation barriers by installing temporary framing and sheathing at openings larger than 32 square feet forming the limits of the asbestos Work Area. Sheathing thickness must be a minimum of 3/8 inch and all sheathing shall be caulked and the Work Area side sealed with two (2) layers of 6 mil fire retardant polyethylene sheeting.
- I. Isolation barriers shall be installed at all elevator openings in the Work Area. Elevators running through the regulated abatement work area shall be shut down or isolated as per applicable regulations. Elevator controls shall be modified so that elevators bypass the Work Area.
- J. Provide two (2) independent layers of 6 mil fire retardant polyethylene sheeting over all floor, wall, and ceiling surfaces. Each sheet/layer shall be individually applied and secured with tape, not folded over. Isolation barriers shall also be covered with two (2) independent layers (for a total of four (4) layers). Sheets shall be secured with duct tape. All joints in fire retardant polyethylene sheeting shall overlap 12" minimum. Carpeting left in place shall be covered with 3/8-inch plywood sheathing prior to plasticizing.
- K. Unless otherwise specified for removal, the Contractor shall either protect all fiberglass insulation on piping, ductwork, tanks, etc. in the Work Area using two (2) layers of 6 mil fire retardant polyethylene or remove the insulation as asbestos-containing waste. If the Contractor elects to remove the fiberglass insulation, he/she shall be responsible for reinsulation, if piping is required to be insulated.
- L. Frame out emergency exits. Provide double layer 6 mil fire retardant polyethylene sheeting and tape seal opening. Post as emergency exits only and mark with photoluminescent paint or signage. Provide a cutting tool on the Work Area side of exit.
- M. Remove all items attached to or in contact with ACM only after the Work Area enclosure is in place. HEPA vacuum and wet wipe with amended water all removed items prior to their removal from the Work Area and before the start of asbestos removal operations.
- N. Suspended ceiling tiles shall only be removed after Work Area preparation is complete. If possible, non-contaminated ceiling tiles shall be HEPA vacuumed and removed from the Work Area before asbestos removals begin. Contaminated ceiling tiles and porous ceiling tiles in work areas with ACM debris located above the ceiling shall be disposed of as RACM asbestos waste.

3.06 NEGATIVE AIR PRESSURE FILTRATION SYSTEM

- A. Provide a portable asbestos filtration system that develops a minimum pressure differential of negative 0.02 inches of water column within all full enclosure areas relative to adjacent unsealed

areas and that provides a minimum of four (4) air changes per hour in the Work Area during abatement and six (6) air changes for non-friable flooring and/or mastic removal.

- B. Such filtration systems must be made operational after critical and isolation barriers are installed but before wall, floor, and ceilings are plasticized and shall be operated 24 hours per day during the entire Project until the final cleanup is completed and satisfactory results of the final air samples are received from the laboratory.
- C. The system shall include a series of pre-filters and filters to provide High Efficiency Particulate Air (HEPA) filtration of particles down to 0.3 microns at 100% efficiency and below 0.3 microns at 99.9% efficiency. Provide sufficient replacement filters to replace pre-filters every 2 hours, secondary pre-filters every 24 hours, and primary HEPA filters every 600 hours of operation. HEPA filter sides shall be marked with the date of installation during all new HEPA filter installations on the Project.
- D. A minimum of one (1) additional filtration unit of at least the same capacity as the primary unit(s) shall be installed and fully functional to be used during primary unit (s) filter changing and in case of primary failure.
- E. If the containment area includes either the entire floor of the building or an area greater than 15,000 square feet on any floor, install a negative air cut off switch as required by NYC DEP regulations.
- F. Upon electric power failure or shut-down of any filtration unit, all abatement activities shall stop immediately and only resume after power is restored and all filtration units are fully operating. For shut-downs longer than one-half hour, all openings into the Work Area, including the decontamination enclosures, shall be sealed.
- G. The Contractor shall provide a manometer to verify negative air pressure. Manometers shall be read twice daily and recorded within the Supervisor's Daily Project Log.
- H. There shall be at least a four (4) hour settling period after the Work Area is fully prepared, small and large projects only, as defined by 12 NYCRR Part 56, and the negative filtration units have been started to ensure integrity of the barriers.
- I. Once installed and operational, the Contractor's Supervisor shall conduct daily inspections of the Work Area to ensure the airtight integrity of the enclosure and operation of the negative air system. Findings shall be recorded within the Daily Project Log. Inspections shall also be conducted on days when no abatement activities are in progress.

3.07 REMOVAL OF ASBESTOS-CONTAINING MATERIALS

- A. If new (previously unidentified) suspect ACM is discovered during the course of a Project, DASNY or DASNY's Representative shall be notified. The Contractor is prohibited from collecting bulk samples. The Designer of Record shall have bulk samples collected by a dually certified NYS DOL asbestos inspector and NYC DEP asbestos investigator to determine asbestos content.
- B. Definition of Substrate – The underlying support, foundation or base (e.g. wood lathe, wire screen, concrete, etc.) to which a single layer or multilayered system (e.g. plaster, roofing, etc.) is applied.
- C. Asbestos-containing materials shall be removed in accordance with the Contract Documents and the approved Asbestos Work Plan. Only one (1) type of ACM shall be abated at a time within

a Work Area. Where there are multiple types of ACM requiring abatement, applicable regulation procedures for sequential abatement shall be followed.

- D. Sufficiently wet asbestos materials with a low pressure, airless fine spray of surfactant to ensure full penetration to substrate prior to material removal. Re-wet material that does not display evidence of saturation.
- E. One (1) Worker shall continuously apply amended water while ACM is being removed. All layers of ACM shall be removed to the underlying substrate (e.g. concrete, roof deck, piping, etc.), unless stated otherwise in the contract documents.
- F. Perform cutting, drilling, abrading, or any penetration or disturbance of asbestos-containing material in a manner to minimize the dispersal of asbestos fibers into the air. This may require a NYS DOL site specific variance. Use equipment and methods specifically designed to limit generation of airborne asbestos particles. All power operated tools used shall be provided with manufacturer equipped HEPA filtered local exhaust ventilation.
- G. Upon removal of ACM from the substrate, the newly exposed surfaces shall be HEPA vacuumed and/or wet cleaned. Surfaces must be thoroughly cleaned using necessary methods and any required solvents to completely remove any adhesive, mastic, etc.
- H. All removed material shall be placed into 6 mil plastic disposal bags or other suitable container upon detachment from the substrate. ACM is not permitted to lie on the floor for any period of time. Cleanup of accumulations of loose debris or waste shall be performed whenever there is enough accumulation to fill a single bag or container and minimally at the end of each workshift.
- I. Large components shall be wrapped in two (2) layers of 6 mil polyethylene sheeting. Sharp components likely to tear disposal bags shall be placed in fiber drums or boxes and then wrapped with sheeting.
- J. Power or pressure washers are not permitted for asbestos removal. Power or pressure washers are allowed during clean-up procedures only if stated in an approved Site-Specific Variance and allowed by DASNY.
- K. All open ends of pipe and duct insulation not scheduled for removal shall be encapsulated using lag cloth.
- L. All construction and demolition debris determined by the Environmental Consultant to be contaminated with asbestos shall be handled and disposed of as RACM asbestos waste.
- M. The use of metal shovels, metal dust pans, etc. are not permitted inside the work area.

3.08 EQUIPMENT AND WASTE CONTAINER DECONTAMINATION AND REMOVAL PROCEDURES

- A. External surfaces of contaminated containers and equipment shall be cleaned by wet cleaning and/or HEPA vacuuming in the Work Area before moving such items into the waste decontamination enclosure system airlock by persons assigned to this duty. The persons in the Work Area shall not enter the airlock. No gross removal operations are permitted when waste transfer is in progress.
- B. The containers and equipment shall be removed from the airlock by persons stationed in the washroom during waste removal operations. The external surfaces of containers and equipment shall be cleaned a second time by wet cleaning.

- C. The cleaned containers of asbestos material and equipment are to be dried of any excessive pooled or beaded liquid, placed in uncontaminated 6 mil plastic bags or sheeting, as the item's physical characteristics demand, and sealed airtight.
- D. The clean recontainerized items shall be moved into the airlock that leads to the holding area. Workers in the washroom shall not enter this airlock.
- E. Containers and equipment shall be moved from the airlock and into the holding area by persons dressed in clean personal protective equipment, who have entered from the holding area.
- F. The cleaned containers of asbestos material and equipment shall be placed in water tight carts with doors or tops that shall be closed and secured. These carts shall be held in the holding area until transfer to the waste trailer/container. The carts shall be wet cleaned and/or HEPA vacuumed at least once each day.
- G. The exit from the decontamination enclosure system shall be secured to prevent unauthorized entry.
- H. Where the waste removal enclosure is part of the personal decontamination enclosure, waste removal shall not occur during shift changes or when otherwise occupied. Precautions shall be taken to prevent short circuiting and cycling of air outward through the shower and clean room.

3.09 WORK AREA DECONTAMINATION, CLEANING, AND CLEARANCE PROCEDURES

- A. Following completion of gross abatement and after all accumulations of asbestos waste materials have been containerized, the following decontamination procedures shall be followed unless modified by a Variance.
- B. First Cleaning:
 1. All bagged asbestos waste and unnecessary equipment shall be decontaminated and removed from the Work Area.
 2. All surfaces in the Work Area shall be wet cleaned, except active fire protection system components that may be damaged by water. A wet-purpose shop vacuum may be used to pick up excess liquid, and may either be decontaminated prior to removal from the Work Area or disposed of as RACM asbestos waste.
 3. The Abatement Project Monitor shall conduct a visual inspection of the Work Area for cleanliness and completion of abatement and document the results in the project log accordingly.
 4. The Contractor shall then apply a thin coat of encapsulant to all surfaces in the Work Area that were not the subject of removal. In no event shall encapsulant be applied to any surface that was the subject of removal prior to obtaining satisfactory air monitoring results. Encapsulants shall be pigmented or tinted to provide an indication for completeness of coverage. The Abatement Project Monitor shall determine adequacy of coverage.
 5. After the encapsulant has been applied and the required waiting/settling and drying time has elapsed, the first layer of fire retardant polyethylene sheeting shall then be removed and bagged as RACM asbestos waste.
- C. Second Cleaning
 1. All surfaces in the Work Area shall be HEPA vacuumed and then wet cleaned. Wet cleaning of active fire protection system components is not necessary if damage may occur.

2. The Abatement Project Monitor shall conduct a second visual inspection of the Work Area for cleanliness and document the results in the project log accordingly.
 3. After the required waiting/settling and drying time has elapsed, the second layer of fire retardant polyethylene sheeting shall be removed and bagged as RACM asbestos waste.
- D. Third Cleaning
1. All surfaces in the Work Area shall be HEPA vacuumed and then wet cleaned. Wet cleaning of active fire protection system components is not necessary if damage may occur.
 2. After the required waiting/settling and drying time has elapsed, the Abatement Project Monitor shall conduct a third visual inspection of the Work Area for cleanliness and document the results in the project log accordingly.
 3. After satisfactory APM visual inspection, aggressive final clearance air sampling shall then be conducted by the APM provided no visible asbestos debris/residue; pools of liquid, or condensation remains. NOTE: TEM samples should be used vs. PCM if demolition or other dust-generating evolutions are taking place in adjacent areas, as evident from excessive loading.
 4. Upon receipt of satisfactory final clearance air sampling results, the negative air pressure equipment can be shut down and the isolation and critical barriers removed and bagged as RACM asbestos waste.
- E. After isolation and critical barriers are removed, the Abatement Project Monitor and Contractor's Supervisor shall inspect the Work Area for cleanliness. If necessary, additional cleaning shall be performed by the Contractor as directed by the Abatement Project Monitor. Following the satisfactory inspections, the decontamination enclosures shall be removed.
- F. As a result of any visual inspection by the Abatement Project Monitor or should air sampling results indicate high fiber levels, the Contractor will clean or reclean the affected areas at no additional expense to DASNY. Clearance air samples shall be collected again if previous results failed, at no additional expense to DASNY. The Contractor shall be back-charged for the additional clearance air sample collection and analysis.

3.10 TENT ENCLOSURES

- A. Tent enclosures may only be used where specifically permitted by applicable regulations or a Variance.
- B. The Contractor shall restrict access to the immediate area where tent removal procedures are taking place using barrier tape and/or construction barriers. Caution signs shall be posted.
- C. Personal and waste decontamination enclosures shall be constructed. Configuration shall be as required by Project size. Remote personal decontamination enclosure may be allowed by variance.
- D. The Work Area shall be precleaned. All objects and equipment that will remain in the restricted area during abatement shall be sealed with two (2) layers of six mil fire retardant polyethylene and tape.
- E. The tent shall be a single use barrier constructed with a rigid frame and at least two (2) layers of 6 mil fire retardant polyethylene unless one (1) layer of 6 mil fire retardant polyethylene is otherwise permitted by applicable regulations. All seams shall be sealed airtight using duct tape and/or spray adhesive.
- F. The tent shall be constructed with at least one (1) airlock for worker/waste egress.

- G. A monometer shall be used for all enclosures.
- H. Negative air shall be maintained at four (4) air changes per hour for non-friable and glovebag abatement tent enclosure work areas. Eight (8) air changes shall be maintained for friable gross removal tent enclosure work areas.
- I. OSHA compliance air monitoring is required per section 1.09.
- J. ACM removal shall follow procedures defined in section 3.07.
- K. Waste material shall be placed in properly labeled 6 mil plastic bags or other appropriate containers. The outside of the bags or containers shall be wet wiped and/or HEPA vacuumed in the wash room and shall then be placed in a second bag/container before being transferred to the waste storage container. All transportation of waste bags and containers outside the Work Area shall be in watertight carts. These carts shall be held in the holding area until transfer to the waste storage container. The carts shall be wet cleaned and/or HEPA vacuumed at least once each day.
- L. Following completion of gross abatement and after all accumulations of asbestos waste materials have been containerized, the following decontamination procedures shall be followed.
 1. All bagged asbestos waste and unnecessary equipment shall be decontaminated and removed from the Work Area.
 2. All surfaces in the Work Area shall be wet cleaned. A wet-purpose shop vacuum may be used to pick up excess liquid, and shall be decontaminated prior to removal from the Work Area.
 3. The asbestos supervisor shall perform a visual inspection of the work area(s) followed by the APM prior to applying the encapsulation.
 4. The Contractor shall then apply a thin coat of encapsulant to all non-removal surfaces covered with plastic in the Work Area. In no event shall encapsulant be applied to any surface that was the subject of removal prior to obtaining satisfactory air monitoring results. Encapsulants shall be pigmented or tinted to provide an indication for completeness of coverage. The APM shall determine adequacy of coverage.
 5. After the waiting/settling/drying time requirements have elapsed, the Abatement Project Monitor shall conduct a visual inspection of the Work Area for cleanliness and completion of abatement. The APM shall document the results of the visual inspection in the Project Monitor Log and Contractor's Daily Project Log.
 6. After satisfactory APM visual inspection, aggressive final clearance air sampling shall then be conducted by the APM.
 7. Upon receipt of satisfactory final clearance air sampling results, the tent shall be collapsed into itself, placed in suitable disposal bags, and transported to the waste decontamination enclosure. Isolation and critical barriers shall then be removed and bagged as RACM asbestos waste followed by satisfactory visual inspections by the project supervisor and the APM for cleanliness.

3.11 GLOVEBAG REMOVAL

- A. Glovebag removals may only be used as specifically permitted by applicable regulations or a Variance. Glovebags may only be used on piping.
- B. In addition to conformance with applicable regulations and Variances, glovebag removals are only permitted to be conducted within full containments or tent enclosures complying with these specifications.

- C. The Contractor shall restrict access to the immediate area where tent/glovebag removal procedures are taking place using barrier tape and/or construction barriers. Caution signs shall be posted.
- D. Personal and waste decontamination enclosures shall be constructed. Configuration shall be as required by Project size. Remote personal decontamination enclosure may be allowed by variance.
- E. Glovebag removals shall utilize commercially available glovebags of at least 6 mil thickness. Use shall be in accordance with the manufacturer's instructions and the following minimum requirements:
 1. The sides of the glovebag shall be cut to fit the size pipe being removed. Tools shall be inserted into the attached tool pocket.
 2. The glovebag shall be placed around the pipe and the open edges shall be folded and sealed with staples and duct tape. The glovebag shall also be sealed at the pipe to form a tight seal.
 3. Openings shall be made in the glovebag for the wetting tube and HEPA vacuum hose. The opening shall be sealed to form a tight seal.
 4. All glovebags shall be smoke tested by the Abatement Project Monitor under negative pressure using the HEPA vacuum before removal operations commence. Glovebags that do not pass the smoke test shall be resealed and then retested.
 5. After first wetting the materials to be removed, removal may commence. ACM shall be continuously wetted. After removal of the ACM, the piping shall be scrubbed or brushed so that no visible ACM remains. Open ends of pipe insulation shall be encapsulated.
 6. After the piping is cleaned, the inside of the glovebag shall be washed down and the wetting tube removed. Using the HEPA vacuum, the glovebag shall be collapsed and then twisted and sealed with tape with the ACM at the bottom of the bag.
 7. A disposal bag shall be placed around the glovebag that is then detached from the pipe. The disposal bag is then sealed and transferred through the wash room to the waste storage container.
- F. After glovebag removals are complete, containment/tent decontamination procedures shall be followed.

3.12 REMOVALS OF EXTERIOR NON-FRIABLE ACM

- A. Except as modified by this section, removal of exterior non-friable ACM shall conform to all provisions of this specification.
- B. Unless Variances have been otherwise obtained, removals shall be conducted in accordance with the provisions of applicable regulations.
- C. The Work Area shall be the area from which ACM materials are being removed and shall extend 25 feet from the perimeter of the removal area.
- D. Non-certified Workers are not allowed in the Work Area until the Work Area is cleared by the Abatement Project Monitor.
- E. Personal and waste decontamination enclosures shall be constructed at a location in accordance with the approved Work Plan and applicable regulations. Unless located outside the Work Area, decontamination enclosures are not permitted to be constructed on the roof. Remote personal decontamination enclosure may be allowed by variance.

- F. All openings (including but not limited to operable windows, doors, hatches, vents, ducts, and grilles) one (1) story above, one (1) story below, and within 25 feet of the work area shall be sealed with two (2) layers of 6 mil fire retardant polyethylene.
- G. The removal of the ACM may require the use of scrapers, solvents, mastic removal chemicals, or other methods/procedures to ensure complete removal. Use of mechanical equipment without a tent containment, including, but not limited to chipping gun/hammer is prohibited without an approved NYS DOL site specific variance. Refer to Section 2.10 for other Power tool requirements.
- H. The Contractor is required to provide temporary protection of the building (i.e. roof, window openings, construction joints, etc.) at the end of each Work shift so as to maintain the building in a watertight condition.
- I. All asbestos waste generated shall be containerized in the work area, prior to transfer to waste storage trailer/container/dumpster. No waste shall remain in the work area at the end of each work shift. All waste shall be disposed of as RACM asbestos waste including projects where waste transfer procedures are modified by Site Specific Variance.
- J. Waste Containers used for waste storage shall be lined with two (2) layers of six mil polyethylene and shall have a hard top (fully enclosed). Canvas cover or open topped dumpsters shall not be used to store asbestos waste unless permitted by a Site-Specific Variance.
- K. Personal protective equipment, including respirators, shall be utilized and worn during all removal operations until the Work Area is cleared by the Abatement Project Monitor.
- L. If air samples collected during abatement indicate any airborne asbestos fiber concentration(s) at or above 0.01 f/cc or the background level, whichever is greater, Work shall be stopped immediately and Work methods shall be altered to reduce the airborne asbestos fiber concentration(s).
- M. Following completion of gross abatement and after all accumulations of asbestos waste materials have been containerized, the following decontamination procedures shall be followed:
 1. All surfaces in the Work Area shall be HEPA vacuumed and then wet cleaned.
 2. The Abatement Project Monitor shall conduct a visual inspection of the Work Area for cleanliness and completeness of abatement, prior to conducting final air clearance.
 3. Upon obtaining satisfactory clearance air sample results, the isolation and critical barriers shall be removed and bagged as RACM asbestos waste. Following this, the decontamination enclosures shall be removed.

3.13 NON-FRIABLE FLOORING AND/OR MASTIC REMOVALS

- A. The following procedures may only be used for the removal of non-friable flooring and/or mastic materials using manual and chemical methods. These procedures shall not apply to beadblaster use or other abrasive abatement methods.
- B. The Contractor shall restrict access to the immediate area where removals are taking place using barrier tape and/or construction barriers. Caution signs shall be posted.
- C. Personal and waste decontamination enclosures shall be utilized and shall be constructed at a location in accordance with the approved Work Plan. Remote personal decontamination enclosure may be allowed by variance.
- D. The Work Area shall be prepared per applicable regulations.

- E. Negative air shall be maintained at six (6) air changes per hour.
- F. OSHA compliance air monitoring is required per section 1.09.
- G. ACM removal shall follow procedures defined in section 3.07.
- H. Waste material shall be placed in properly labeled 6 mil plastic bags or other appropriate containers. The outside of the bags or containers shall be wet wiped and/or HEPA vacuumed before being passed into the wash room for double-bagging. The bags or containers shall then be transferred to the waste storage container. All transfer of waste bags and containers outside the Work Area shall be in watertight carts.
- I. Following completion of gross abatement and after all accumulations of asbestos waste materials have been containerized, the following decontamination procedures shall be followed.
 - 1. All bagged asbestos waste and unnecessary equipment shall be decontaminated and removed from the Work Area.
 - 2. All surfaces in the Work Area shall be wet cleaned. A wet-purpose shop vacuum may be used to pick up excess liquid, and shall be decontaminated prior to removal from the Work Area.
 - 3. The Abatement Project Monitor shall conduct a visual inspection of the Work Area for cleanliness and completion of abatement.
 - 4. The Contractor shall then apply a thin coat of encapsulant to all non-removal surfaces covered with plastic in the Work Area. In no event shall encapsulant be applied to any surface that was the subject of removal prior to obtaining satisfactory air monitoring results. Encapsulants shall be pigmented or tinted to provide an indication for completeness of coverage. The Abatement Project Monitor shall determine adequacy of coverage.
 - 5. After the encapsulant has been applied and the required waiting/settling and drying time has elapsed, aggressive final clearance air sampling shall then be conducted by the APM.
 - 6. Upon receipt of satisfactory final clearance air sampling results, the isolation and critical barriers shall be removed. Following this, the decontamination enclosures shall be removed.

3.14 RESTORATION OF UTILITIES, FIRESTOPPING, AND FINISHES

- A. If final inspection is required by NYC DEP regulations or Variance, DASNY's Design Professional shall be responsible to submit the A-TR1 form to NYC DEP.
- B. After final clearance, remove locks and restore electrical and HVAC systems. All temporary power shall be disconnected, power lockouts removed and power restored. All temporary plumbing shall be removed.
- C. Finishes damaged by asbestos abatement activities including, but not limited to, plaster/paint damage due to duct tape and spray adhesives, and floor tile lifted due to wet or humid conditions, shall be restored prior to final payment.
 - 1. Finishes unable to be restored shall be replaced under this Contract.
 - 2. All foam and expandable foam products and materials used to seal Work Area openings shall be completely removed upon completion of abatement activities.
- D. All penetrations (including, but not limited to, pipes, ducts, etc.) through fire rated construction shall be firestopped using materials and systems tested in accordance with ASTM E814 on Projects where reinsulation is part of the required work.

PART 4 DISPOSAL OF ASBESTOS WASTE

4.01 TRANSPORTATION AND DISPOSAL SITE

- A. The Contractor's Hauler and Disposal Site shall be approved by DASNY. All waste generated during the asbestos project shall be disposed of as RACM asbestos waste.
- B. The Contractor shall give 24 hour notification prior to removing any waste from the site. Waste shall be removed from the site only during normal working hours unless otherwise specified. No waste may be taken from the site unless the Contractor and APM are present and the APM authorizes the release of the waste as described herein.
- C. All waste generated as part of the asbestos project shall be removed from the site within ten (10) calendar days after successful completion of all asbestos abatement work.
- D. Upon arrival at the Project Site, the Hauler must possess and present to the APM a valid US DOT Hazardous Waste Transporter Permit and New York State Department of Environmental Conservation Part 364 Asbestos Hauler's Permit and any New York City required permit/license. The APM may verify the authenticity of the hauler's permit with the proper authority.
- E. The Hauler, with the Contractor and the APM, shall inspect all material in the transport container prior to taking possession and signing the Asbestos Waste Shipment Records.
- F. Unless specifically approved by DASNY, the Contractor shall not permit any off-site transfers of the waste or allow the waste to be transported or combined with any other off-site asbestos material. The Hauler must travel directly to the disposal site as identified on the notifications with no unauthorized stops.
- G. The APM shall verify the landfill to be used for waste disposal with the waste transporter (driver) and Contractor prior to the waste trailer/dumpster leaving the site. The APM shall confirm the waste transporter firm and landfill are listed on the regulatory notifications for the project and the waste transport vehicle license number is listed on the current NYS DEC Waste Transporter permit.

4.02 WASTE STORAGE CONTAINERS

- A. All waste containers shall be fully enclosed with a hard top and be lockable (i.e. enclosed dumpster, trailer, etc.). No open containers will be permitted on-site (i.e. open dumpster with canvas cover, etc.) unless specifically permitted by a Variance. When asbestos contaminated waste must be kept on the work site overnight or longer, it shall be double bagged and stored in accordance with Federal, State, and local laws, including New York City Department of Sanitation Title 16, Chapter 8 of the Rules of New York City.
- B. The APM shall verify that the waste storage container and/or truck tags (license plates) match the information listed on the New York State Department of Environmental Conservation Part 364 permit. Any container not listed on the permit shall be removed from the site immediately.
- C. The container shall be plasticized and sealed with two (2) layers of 6 mil polyethylene. Once on site, it shall be kept locked at all times, except during load out. The waste container shall not be used for storage of equipment or contractor supplies.

- D. While on-site, the container shall be labeled with EPA Danger signage:
DANGER
CONTAINS ASBESTOS FIBERS
AVOID CREATING DUST
CANCER AND LUNG DISEASE HAZARD
- E. The New York State Department of Environmental Conservation Asbestos Hauler's Permit number shall be displayed on both sides and back of the container. The permit number shall be at least 3 inches high and in a color that contrasts with the container / vehicle background color.
- F. The container is not permitted to be loaded unless it is properly plasticized, has the appropriate danger signage affixed, and has the permit number appropriately displayed on the container.
- G. Waste generated off-site or from a different, on-site non-DASNY project is not permitted to be brought onto the Project site and/or loaded into the waste container.
- H. All asbestos waste removed from the Project site shall be transported directly to the disposal site without any additional waste being added to the container during transport.
- I. DASNY may initiate random checks at the Disposal Site to ensure that the procedures outlined herein are complied with.

4.03 DASNY'S AND HAULER'S ASBESTOS WASTE SHIPMENT RECORDS

- A. An Asbestos Waste Shipment Record shall be provided by DASNY (Appendix A) and shall be utilized in conjunction with the Asbestos Hauler's Waste Shipment Record.
- B. DASNY's Waste Shipment Record and the Hauler's Waste Shipment Record shall be completed by the Contractor and verified by the APM that all the information and amounts are accurate and the proper signatures are in place.
- C. The Waste Shipment Records shall have the appropriate signatures of the APM, the Contractor, and the Hauler representatives prior to any waste being removed from the site.
- D. Copies of the completed DASNY's Waste Shipment Record and the Hauler's Waste Shipment Record shall be retained by the APM and the Contractor and shall remain on site for inspection.
- E. The Contractor shall utilize the Waste Shipment Record Log provided by DASNY. This log shall be maintained by the Project Supervisor and shall be kept on site at all times. (See Appendix B.)
- F. Upon arrival at the Disposal Site, DASNY's Waste Shipment Record and the Hauler's Waste Shipment Record shall be signed by the Disposal Facility operator to certify receipt of ACM covered by the Waste Shipment Record.
- G. The Disposal Facility operator shall return the original DASNY's Waste Shipment Record and the Hauler's Waste Shipment Record to the Contractor.
- H. The Contractor shall forward copies of DASNY's Waste Shipment Record and the Hauler's Waste Shipment Record to the APM within 14 days of the waste container being removed from the site. Failure to do so may result in payment being withheld from the Contractor.

- I. Originals of all Waste Shipment Records, Contractor Acknowledgement Statements, and signed / notarized letters shall be submitted by the Contractor to DASNY with the final close-out documentation.

END OF SECTION 02 82 00

APPENDIX A

SAMPLE ASBESTOS WASTE SHIPMENT RECORD



DASNY

Asbestos Waste Shipment Record
Dormitory Authority State of New York
515 Broadway
Albany, New York 12207-2964

Record No.
A4001

DASNY PROJECT NUMBER: _____

Responsible Agency: EPA Region II - Air Branch
290 Broadway, 21st Floor, New York, NY 10007-1866

DASNY Project Name: _____

Generator Facility Name: _____

Generator Facility Address: _____

DASNY Contact Person: _____ Phone #: _____

Asbestos Abatement Contractor Firm Name & Address: _____

Contact Person _____ Phone # _____ Asbestos License # _____

Asbestos Consultant/Monitoring Firm Name and Address: _____

Contact Person _____ Phone # _____ Asbestos License # _____

Asbestos Abatement Contractor/Consultant Certification: I hereby declare that the contents of this consignment are fully described below and are packed, marked, and labeled in accordance with applicable governmental regulations.

Type of Material: _____ RQ, NA2212, RACM Asbestos, 9, PGIII

Type & Size of Container: _____ Type of Packaging & Volume (yd³ or m³): _____

Asbestos Abatement Contractor Name: _____

Date: _____ Signature: _____

Asbestos Consultant/Monitor Name: _____

Date: _____ Signature: _____

Transporter/Transfer Facility Acknowledgement of Receipt of Material:

Transporter #1 Company Name, Address, Phone #: _____

Name: _____ Signature: _____

Date & Time of Departure _____ State Transporter Permit # _____

Truck/Trailer License # _____ USDOT Permit # _____

Discrepancies Noted: _____

Transfer Facility (if applicable) Company Name, Address, Phone #: _____

Name: _____ Signature: _____

Date & Time of Departure _____ Permit (NYSDEC #) _____

Discrepancies Noted: _____

Transporter #2 (if applicable) Company Name, Address, Phone #: _____

Name: _____ Signature: _____

Date & Time of Departure _____ State Transporter Permit # _____

Truck/Trailer License # _____ USDOT Permit # _____

Discrepancies Noted: _____

Disposal Facility Owner or Operator: I hereby certify receipt of the asbestos waste covered by this shipment record including discrepancies noted above.

Disposal Facility Name, Address and Phone #: _____

Date & Time of Arrival: _____

Name: _____ Signature: _____

Disposal facility to return completed waste shipment record (white copy) to the Asbestos Abatement Contractor listed above.

White: DASNY Green: Disposal Facility Canary: Transporter Pink: Consultant Goldenrod: Contractor



DASNY

Asbestos Waste Shipment Record
Dormitory Authority State of New York
515 Broadway
Albany, New York 12207-2964

Record No.
A4001

DASNY PROJECT NUMBER: 12349999
Responsible Agency: EPA Region II - Air Branch
290 Broadway, 21st Floor, New York, NY 10007-1866
DASNY Project Name: Lake Placid University Snow Hall Renovation
Generator Facility Name: Lake Placid University
Generator Facility Address: 1234 Above and Beyond Ln, Lake Placid NY 12340
DASNY Contact Person: DASNY Construction Project Manager Phone #: (###) ###-####

Asbestos Abatement Contractor Firm Name & Address: QPN Abatement Services, Inc.
1234 Elm Street, Albany NY 12234
Contact Person Owner or Project Manager Phone # (###) ###-#### Asbestos License # NYSDOL License #

Asbestos Consultant/Monitoring Firm Name and Address: WUV Architecture & Engineering, Inc.
1130 Main Street, Albany NY 12234
Contact Person Project Manager Phone # (###) ###-#### Asbestos License # NYSDOL License #

Asbestos Abatement Contractor/Consultant Certification: I hereby declare that the contents of this consignment are fully described below and are packed, marked, and labeled in accordance with applicable governmental regulations.
Type of Material: TSI & Miscellaneous RQ, NA2212, RACM Asbestos, 9, PGIII
Type & Size of Container: 100 yard trailer Type of Packaging & Volume (yd³ or m³): 2x 6 mil Bags
Asbestos Abatement Contractor Name: Taylor Doe Date: 1/1/2021 Signature: X
Asbestos Consultant/Monitor Name: Riley Smith Date: 1/1/2021 Signature: X

Transporter/Transfer Facility Acknowledgement of Receipt of Material:

Transporter #1 Company Name, Address, Phone #: Zeus Hauling, 2234 Spring Lane, Albany, NY 12234 (###) ###-####
Name: Driver Name Signature: X
Date & Time of Departure 1/1/2021 @ 10:22 AM State Transporter Permit # State Permit #
Truck/Trailer License # ABC 2679 / XYZ 3489 USDOT Permit # Permit #
Discrepancies Noted: TBD by Transporter (if applicable)

Transfer Facility (if applicable) Company Name, Address, Phone #: SWS Env Solutions, Inc. 255 Main Street, Syracuse NY 12234
Name: Transfer Facility Representative Signature: X
Date & Time of Departure 1/2/2021 @ 4:13 PM Permit (NYSDEC #) NYSDEC Permit #
Discrepancies Noted: TBD by Transfer Facility (if applicable)

Transporter #2 (if applicable) Company Name, Address, Phone #: See above for example text
Name: Signature: X
Date & Time of Departure State Transporter Permit #
Truck/Trailer License # USDOT Permit #
Discrepancies Noted:

Disposal Facility Owner or Operator: I hereby certify receipt of the asbestos waste covered by this shipment record including discrepancies noted above.
Disposal Facility Name, Address and Phone #: XYZ Landfill, 99 Plankton St. Shoretown, NY 14567 (###) ###-####

Date & Time of Arrival: 1/1/2021 @ 3:45 PM
Name: Disposal Facility Representative Signature: X

Disposal facility to return completed waste shipment record (white copy) to the Asbestos Abatement Contractor listed above.

White: DASNY Green: Disposal Facility Canary: Transporter Pink: Consultant Goldenrod: Contractor

APPENDIX B

WASTE SHIPMENT RECORD LOG

APPENDIX C

CONTRACTOR'S ACKNOWLEDGEMENT STATEMENT



CONTRACTOR'S ACKNOWLEDGEMENT STATEMENT

Re: Abatement of Asbestos-containing Materials

_____ (DASNY Project Title)

_____ (Project Location-Campus, Building ID, Floor)

_____ (DASNY Project Number) _____ Project Date(s) (Start/End)

_____ (Asbestos Contractor)

In consideration of the following individuals' employment in connection with the abatement, handling, and disposal of RACM asbestos-containing materials at the referenced Project, I hereby certify that the employees: a) have received the medical examinations required by OSHA 29 CFR 1926.1101; b) have been fit tested specifically for respirators used on the Project; and c) have received training as required by OSHA 29 CFR 1926.1101 in the proper handling of asbestos-containing materials, including the health implications and risks involved, as well as the use and limitations of the respiratory equipment to be used.

Employee Name (Supervisor and Handlers) (Print Name)	Asbestos NYS DOL Certificate Number	Asbestos NYC DEP Certificate Number
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		

Project Supervisor: _____
Print Name Signature

(Notary block here) Notary Name: _____

APPENDIX D

NYC DEP DRAFT ACP 7 AND ACP9



NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program
59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT NOTIFICATION (Form ACP7)

This form must be submitted to the DEP not less than one week in advance of the start of abatement activities.

I. FACILITY

- 1. Premise No. 259 Street Name Convent Avenue Borough Manhattan Zip 10031
2. AKA CCNY Shepard Hall Type of Facility School BIN 1084077 Block 01957 Lot 0105
3. Is the abatement activity not associated with a building / structure (ie., a street activity job)? Yes No
4. If yes, specify location, on between and
5. Is this building a one-or-two family residence? Yes No Is the building height more than 75 feet? Yes No
6. Is the abatement activity conducted in a Government owned building? Yes No
6a. Is it a Build-It-Back project? Yes No App ID #

II. BUILDING OWNER

- 7. Name Dormitory Authority State of New York (DASNY) Address 515 Broadway DASNY
8. City Albany State NY Zip 12207 Contact Person Chris Alonge
9. Tel. # 518-257-3481 Fax # Email dep-arts@dasny.org

III. APPLICANT

- 10. Applicant's Affiliation Owner Asbestos contractor Third Party Air Monitor Other
11. Name Address
12. City State Zip Contact Person
13. Tel. # Fax # Email

IV. ASBESTOS ABATEMENT CONTRACTOR

- 14. Name DOL Lic. # Address
15. City State Zip Contact Person
16. Tel. # Fax # Email

V. THIRD PARTY AIR MONITOR

- 17. Name DOL Lic. # Address
18. City State Zip Contact Person
19. Tel. # Fax # Email

20.

VI. PROJECT INFORMATION

- 21. Start date N/A Projected completion date (Actual completion date will be provided once ACP7 is submitted.)
22. Asbestos work schedule

Access to inspect the premises must be provided during the work schedule indicated above.

Table with 3 columns: TRU #, ACP7 Fee, EN #. Values: \$0.00

23. Total amount of asbestos-containing material 6,696 Square Feet, and/or _____ Linear Feet

24. Is the area under containment on any single floor equal to or more than a. 15,000 sq.ft Yes No b. 7,500 sq.ft. Yes No

25. TYPE OF ABATEMENT: Removal

26. ABATEMENT PROCEDURE: CODE 56 State Owned Bldgs

VII. PROJECT DETAILS

27. DOES THE ASBESTOS PROJECT INVOLVE

(Checking "Yes" to any of the following subsections will require notice to FDNY as per Section 901.7 NYC Fire Code, Local Law 26 of 2008)

- A. Disengagement or obstruction of any component of exit signage or exit lighting system? Yes No
- B. Disengagement of any fire alarm system component including any fire alarm-initiating device? Yes No
- C. Shut-off of the sprinkler system water supply? Yes No
- D. Shut-off of any part of a standpipe system or standpipe system components, including valves or fire pumps? Yes No

28. DOES THE ASBESTOS PROJECT INVOLVE

(If you answer "Yes" to any of the following, you must submit a complete Work Place Safety Plan and obtain an Asbestos Abatement permit from DEP before commencing abatement activities. Please see section 1-26 of the DEP Asbestos Rules and the instructions for this form)

- A. Obstruction of an exit door leading to an exit stair or the exterior of the building? Yes No
- B. Obstruction of an exterior fire escape or access to that fire escape? Yes No
- C. Obstruction of a fire-rated corridor leading to an exit door? Yes No
- D. Removal of handrails in an exit stair or ramp within the work area*? Yes No
- E. Removal or dismantling of any fire alarm system component including any fire alarm-initiating device (e.g. smoke detectors and manual pull stations) within the work area*? Yes No
- F. Removal or dismantling of any exit sign, including directional signs, or any component of the exit lighting system, including photoluminescent exit path marking within the work area*? Yes No
- G. Removal or dismantling of any part of a sprinkler system including piping or sprinkler head within the work area*? Yes No
- H. Removal or dismantling of any part of a standpipe system, including valves or fire pumps within the work area*? Yes No
- I. Obstruction of an interior stairway leading to an exit or exit passageway of a building? Yes No
- J. Is abatement activity being performed within a work area located in a confined space? Yes No

29. DOES THE ASBESTOS PROJECT INVOLVE

(If you answer "Yes" to any of the following, you must obtain an Asbestos Abatement Permit from DEP before commencing abatement activities. Please see section 1-26 of the DEP Asbestos Rules and the instruction form that will be generated once you submit this application)

- A. Removal of any fire-resistance rated portions of a wall, ceiling, floor, door, corridor, partition, or structural element enclosure including spray on fire-resistance rated materials within the work area*? Yes No
- B. Removal of any fire dampers, smoke dampers, fire stopping materials, fireblocking or draft stopping within fire-resistance rated assemblies or within concealed spaces? Yes No
- C. Removal of any non-load bearing / non-fire-resistance rated wall (greater than 45 sq.ft or 50% of a given wall) within the work area*? Yes No
- D. Any plumbing work other than the repair or replacement of plumbing fixtures within the work area*? Yes No

* (ie the designated rooms, spaces where asbestos activities take place)

TRU #	ACP7 Fee	EN #
	\$0.00	

VIII. ASBESTOS HAULER

30. Asbestos Hauler N/A NYS DEC Permit # N/A TEL.# N/A
 Disposal Site(s) N/A

IX. LOCATION OF ABATEMENT

Total amount of asbestos-containing material 6,696 Square Feet, and/or _____ Linear Feet

Floor	Entire Floor	Section of Floor	Type Of Abatement	Abatement Procedure	Type of Asbestos Containing Material	Amount of ACM		A-TRU Review/ Approval/Permit Required
						Square Feet	Linear Feet	
Roof	No	SH 19	Removal	CODE 56 State Owned Bldgs	Black Radiant Barrier Backing	5,300		No
Roof	No	SH 23	Removal	CODE 56 State Owned Bldgs	Roof Drain Flashing	8		No
Roof	No	SH 24	Removal	CODE 56 State Owned Bldgs	Roof Drain Flashing	8		No
Roofs	No	SH-02, SH-15, SH-16, SH-17, SH-18, SH-19, SH-20, SH-25, SH-26	Removal	CODE 56 State Owned Bldgs	Black Bitumen Vapor Barrier	1,380		No
TOTAL ACM						6,696		

TRU #	ACP7 Fee	EN #
	\$0.00	

X. ACKNOWLEDGEMENT

31. I hereby declare that the information provided herein is true and complete to the best of my knowledge. I am familiar with Federal, State and NYC laws and regulations applicable to asbestos-related work.

<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Print Name of Air Monitor <hr style="border: 0; border-top: 1px solid black; margin-top: 10px;"/> N/A <hr style="border: 0; border-top: 1px solid black; margin-top: 10px;"/> Date Acknowledged	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Print Name of Asbestos Contractor <hr style="border: 0; border-top: 1px solid black; margin-top: 10px;"/> N/A <hr style="border: 0; border-top: 1px solid black; margin-top: 10px;"/> Date Acknowledged	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Print Name of Applicant <hr style="border: 0; border-top: 1px solid black; margin-top: 10px;"/> N/A <hr style="border: 0; border-top: 1px solid black; margin-top: 10px;"/> Date Acknowledged
---	---	---

32. I understand that as the owner of a building where asbestos abatement activity occurs, I am responsible for the performance of the asbestos abatement activities in accordance with the Asbestos Control Program Rules. I have contracted the third party air monitor who is completely independent of all parties involved in the asbestos project. I hereby declare that I have authorized the filing of this notification for the work specified herein.

Dormitory Authority State of New York (DASNY) <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> Print Name of Owner	N/A <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> Date Acknowledged
--	---

Please note:

1. The requirements of the Asbestos Control Program Rules may not be lawfully avoided or lessened through the performance of work in incremental or piecemeal fashion
2. Any modification of information provided on this form must be reported immediately in writing directly to the NYC DEP Asbestos Control Program

TRU #	ACP7 Fee	EN #
	\$0.00	



NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program
59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS VARIANCE APPLICATION

I. FACILITY

Address 259 Convent Avenue Borough Manhattan Zip 10031

II. OWNER

Name DASNY Tel# (518) 257-3481
Address 515 Broadway City Albany State NY Zip 12207

III. SPECIFY ALL NYC DEP OR NYS DOL (ICR56) ASBESTOS RULE PROVISIONS FROM WHICH A VARIANCE IS REQUESTED

1-22(b)

SPECIFY FLOORS AND/OR AREAS WHERE WORK INVOLVING THIS VARIANCE IS TO OCCUR

Roofs

REASONS FOR REQUEST AND DESCRIPTION FOR PROPOSED ACTION (Attachment(s) shall be submitted in TRIPLICATE) Explain why the procedures required by Title 15, Chapter 1 of the Rules of the City of New York (RCNY) and/or Part 56 of Title 12 of New York Codes, Rules and Regulations (Subparts 56-4 through 56-17) cannot be used. (Attach Additional Sheets)

State the alternative procedures that will be employed to satisfy each requirement modified. (Attach Additional Sheets)

Provide color coded drawings identifying work area(s) and location of decontamination enclosure system(s).

IV. FEE SCHEDULE

Amount of ACM affected by this variance: 6,696 square feet + 0 linear feet = Total Amount of ACM 6,696 feet

Table with 3 columns: Fee Category, Fee (Less than 5000 feet), Fee (5000 feet or more). Rows include First sub-section, Each additional sub-section, and Maximum fee.

Enter applicable fee based on schedule above

Total Fees

Note: If you change ACM through amendment, then variance fee might change

Certification section containing a declaration and signature fields for Greg Andrews, Project Designer, with company name Watts Architects & Engineers.

DASNY

Print Name of Owner Signature of Owner Date

Work involving a variance may not commence prior to the receipt of the Department's approval of the application. Any violation of the terms of any variance issued pursuant to Title 15, Chapter 1 of the RCNY Section 1-03 is considered a violation of the lettered subdivision modified by the variance.

Table with 3 columns: TRU #, VAR #, Fee

SECTION 02 83 10 - LCP/LBP DISTURBANCES USING OSHA LEAD SAFE WORK PRACTICES

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. The work covered by this Specification shall consist of furnishing all labor, materials, tools, and equipment necessary to control and mitigate potential lead-based paint (LBP) and lead-containing paint (LCP) material hazards during demolition/renovation activities pertaining to the project at Shepard Hall on the campus of City College of New York located at 259 Convent Avenue in New York, NY for the Roof Restoration project (DASNY No. 3635809999).

This Specification shall be used as a guideline for Contractors who complete the demolition/renovation activities pertaining to this Project, as detailed within Section 1.01, B of this Specification. The intent of this Specification is to remain in conformance with Occupational Safety and Health Administration (OSHA) Regulation 29 CFR 1926.62 “Lead Exposure in Construction” and to maintain an airborne concentration of lead-dust below the Action Level. This Specification is written to outline the worst-case scenario regarding lead safe work practices.

- B. The following is a detailed listing of identified LBP and/or LCP, above the laboratory and/or device detection limit:

Location	Component	Substrate	Concentration	Color	Condition
Pitched Roofs	Lead Coated Copper Flashing	Metal	5 mg/cm ² (LBP)	Grey	Intact
Atrium Roof	Hatch and Door	Metal	5 mg/cm ² (LBP)	Grey	Intact
Roofs	Coping Stone Cap	Metal	0.0-0.13 mg/cm ² (LCP)	Grey	Intact
Flat Roofs	Lead Sheeting around Roof Drains	Metal	5 mg/cm ² (LBP)	Grey	Intact
Catwalk Roof	Catwalk Door/Frame	Metal	5 mg/cm ² (LBP)	Grey	Intact

It should be noted that several components tested did contain minimal lead-concentrations below the EPA threshold level of 1.0 mg/cm² or 0.5% by weight for classification as LBP and are considered lead-containing paints or coatings by 29CFR 1926.62. OSHA does not recognize a minimum limit for lead concentration in paint for the purpose of disturbance. Personal Air monitoring of workers performing demolition/cleaning/disturbance of painted surfaces shall be completed to document personnel occupational exposure and reviewed by the Contractor’s Competent Person. Items containing any amount of lead concentration are considered lead-containing paints or coatings per 29 CFR 1926.62. See project environmental survey report for lead paint reports. Lead paint summary information is located within the Appendices of this specification.

For Storage, Transportation and Disposal requirements, refer to the DASNY Standard Specification for the Identification and Disposal of Hazardous Waste 028600.

- C. Manual demolition, scraping and sanding of lead-based paint or lead containing paint coated surfaces, power tool cleaning with dust collection systems shall be performed in conjunction with engineering and work practice controls meeting the requirements of 29 CFR 1926.62(e)(1).

- D. Components with LBP and LCP shall be removed intact to the extent practicable. A 6-mil polyethylene drop cloth shall be placed around and/or beneath the component, prior to its removal, to catch any paint chips that may become dislodged. Intact components shall be wrapped in a layer of clear 6-mil polyethylene prior to movement to the disposal container. The area around the component removal shall be wet wiped and high-efficiency particulate air (HEPA) filter vacuumed, including the tent enclosure (if applicable). The polyethylene sheeting shall be carefully folded in on itself and placed in a 6-mil disposal bag and sealed closed. All debris shall be properly disposed of in accordance with the respective waste stream Resource Conservation Recovery Act (RCRA) Toxicity Characteristic Leaching Procedure (TCLP) testing results.
- E. Chemical stripping may be used for LBP and LCP removal on surfaces that will be subjected to welding, cutting, torch burning or where it is the only acceptable procedure. No chemical strippers containing methylene chloride shall be used by the Contractor on this project. SDS for stripping and neutralizing chemicals must be reviewed and approved by the Consultant prior to use and a copy shall be posted at the site.
- F. The Contractor's use of a subcontractor (must be approved) shall not relieve the Contractor of full responsibility for the work to be performed.
- G. If available and approved by the Competent Person, the Contractor may utilize exposure assessment data that is compliant with OSHA and was obtained within the last twelve (12) months from previous jobs conducted under similar conditions, control methods, work practices and environmental conditions to be used in this contract for LCP disturbances only. Other objective data may be used to demonstrate that work activities in this contract will not result in occupational exposures to airborne lead that exceeds the PEL for LCP disturbances only. The assessment shall include comparable lead concentrations (LCP only) in paint/coating materials, work practices, engineering controls and work schedules.
- H. The Contractor must provide to his workers the following: Respiratory protection in accordance with the Contractor's Respiratory Protection Program, personal protective clothing, lead-free change areas, hand washing/shower facilities, blood lead level monitoring and training per 29 CFR 1926.62. **Respiratory Protection is required for all LBP disturbances.**
- I. The Contractor shall ensure that any HVAC equipment intakes within and around the control areas are protected by shutting down the units. The Contractor shall alter the size and extent of the isolation barriers as necessary due to weather conditions, functional space use and density of building occupants in the vicinity, as required.

1.02 DEFINITIONS, REGULATIONS & REFERENCE STANDARDS

- A. Definitions (excerpted from 29 CFR 1926.62)
 - 1. **Action Level:** Employee exposure, without regard to the use of respirators, to an airborne lead concentration of 30 micrograms per cubic meter (30 ug/m³) calculated as an 8-hour time-weighted average (TWA). Exceedance of the Action Level requires blood lead monitoring implementation.
 - 2. **Competent Person:** One who is capable of identifying existing and predictable lead hazards in the surroundings or working conditions and who has the authorization to take prompt corrective measures to eliminate them. For LBP work, the Competent Person shall also be the on-site Supervisor/Foreman in-charge of the work crew.
 - 3. **Exposure Assessment:** Each employer who has a workplace or operation covered by 29 CFR 1926.62 shall initially determine if any employee may be exposed to lead at or above the Action Level.

4. **Lead:** Metallic lead, all inorganic lead compounds, and organic lead soaps. Excluded from this definition are all other organic lead compounds.
5. **Lead-Based Paint (LBP):** Paint, varnish, shellac or other coatings on surfaces that contain 1.0 milligram per square centimeter (1.0 mg/cm²) or more lead or 0.5% or more lead by weight. The concentration 0.5% is equivalent to:
 - a. 5,000 parts per million (5,000 ppm) and;
 - b. 5,000 milligrams per kilogram (5,000 mg/kg)
6. **Lead-Containing Paint (LCP):** Paint, varnish, shellac or other coatings on surfaces that contain measurable concentrations less than 1.0 milligrams per square centimeter (1.0 mg/cm²) lead or less than 0.5% or more lead by weight including equivalents less than 5,000 ppm and 5,000 mg/kg. This does not include paint, varnish, shellac or other coatings on surfaces where the concentration is below the detection limit of the respective laboratory method / device.
7. **LBP Inspection:** A surface by surface investigation to determine the presence of LBP. A report is then issued that identifies if there is LBP present and where it is located.
8. **Lead Risk Assessor:** EPA trained and certified to conduct LBP inspections and collect samples for the presence of lead in air, dust and soil for the purposes of abatement clearance testing as well as conduct risk assessments.
9. **Permissible Exposure Limit (PEL):** The limit above which the employer shall not expose workers to lead. The current PEL for lead is 50 ug/m³ over an eight-hour time-weighted-average for all employees covered.

B. General Requirements

The Contractor is required to perform all work related to this project in strict accordance with all applicable Federal, State and Local regulations.

Where these requirements vary, the most stringent shall apply.

C. Specific Requirements

1. American National Standards Institute (ANSI)
ANSI Z9.2-79 – Fundamentals Governing the Design and Operation of Local Exhaust Systems.
2. Z88.2-80 – Practice for Respiratory Protection.
3. Code of Federal Regulations (CFR)
4. 29 CFR Part 1910.120 – Hazardous Waste Operations and Emergency Response.
5. 29 CFR Part 1910.134 – Respiratory Protection.
6. 29 CFR Part 1910.146 – Confined Space Entry Program.
7. 29 CFR Part 1910.1025 – Lead (General Industry Standard).
8. 29 CFR Part 1910.1200 – Hazard Communication.
9. 29 CFR Part 1926.55 – Gases, Vapors, Fumes, Dusts and Mists.
10. 29 CFR Part 1926.57 – Ventilation.
11. 29 CFR Part 1926.62 – Lead (Construction Industry Standard).

12. 40 CFR Part 260 – Hazardous Waste Management Systems: General.
13. 40 CFR Part 261 – Identification and Listing of Hazardous Waste.
14. 40 CFR Part 262 – Generators of Hazardous Wastes.
15. 40 CFR Part 263 – Transporters of Hazardous Waste.
16. 40 CFR Part 264 – Owners and Operators of Hazardous Waste Treatment, Storage & Disposal Facilities.
17. 40 CFR Part 265 – Interim Status Standards for Owners and Operators of Hazardous Waste Treatment, Storage & Disposal Facilities.
18. 40 CFR Part 268 – Land Disposal Restrictions.
19. 40 CFR Part 745 – Lead; Requirements for Lead-Based Paint Activities in Child Occupied Facilities
20. 49 CFR Parts 170-178 – Department of Transportation Regulations.
21. New York Codes of Rules and Regulations (NYCRR)
 - a. 6 NYCRR Part 360 – Solid Waste Regulations.
 - b. 6 NYCRR Part 364 – Waste Transporter Permits.
 - c. 6 NYCRR Part 370-373 – Hazardous Waste Regulations.
22. Steel Structures Painting Council (SSPC)
 - a. SSPC-Guide 6 – Guide for Containing Debris Generated During Paint Removal Operations.
 - b. SSPC-Guide 7 – Guide for the Disposal of Lead-Contaminated Surface Preparation Debris.
23. Underwriters Laboratories, Inc. (UL)
 - a. UL 586 – High Efficiency, Particulate Air Filter Units.

1.03 QUALITY ASSURANCE

The Contractor's Competent Person is required to maintain a copy of the following documents on-site:

A. Qualifications

1. Contractor: Documentation that the Contractor has prior experience on LBP and LCP activity projects similar in nature and extent to ensure the capability to perform the required work procedures in a satisfactory manner.
2. Competent Person: Certification that the Contractor's full-time on-site Competent Person meets the Competent Person requirements of 29 CFR Part 1926.62 and is experienced in administration and supervision of LBP and LCP activity projects, including work practices, protective measures for building and personnel, disposal procedures, etc. The Competent Person shall also be the project Supervisor.
3. Contractor's Testing Laboratory: Documentation that the laboratory performing the OSHA personal sample analysis is an EPA National Lead Laboratory Accreditation Program (NLLAP) accredited laboratory and that it is listed proficient in the NIOSH/EPA Environmental Lead Proficiency Analytical Testing Program (ELPAT),

and is a New York State Department of Health (NYSDOH) Environmental Laboratory Approval Program (ELAP) certified laboratory. Certification shall include accreditation for heavy metal analysis, and a Quality Assurance and Quality Control Program. Currently, the American Association for Laboratory Accreditation (ASLA) and the American Industrial Hygiene Association (AIHA) are the EPA recognized laboratory accreditors. Documentation shall include the date of accreditation or reaccreditation.

4. Blood Lead Testing Laboratory: Adequate documentation that the laboratory is certified to perform blood lead analysis for the State where the work site is located.

B. Respiratory Protection Devices

Manufacturer's NIOSH certification for respiratory protection devices utilized on the site.

C. Cartridges, Filters, and Vacuum Systems

Manufacturer's NIOSH certification of approval of respirator cartridges (organic vapor, acid gas, mist, dust, high efficiency particulate); High Efficiency Particulate Air (HEPA) filtration capabilities for all cartridges, filters, and HEPA vacuum systems.

D. Medical Examination and Records

1. Certification that employees who are involved in LBP and LCP work have received medical examinations and will receive continued medical surveillance, including blood lead level monitoring, as required by 29 CFR Part 1926.62, 29 CFR Part 910.1200, 29 CFR Part 1910.120 and by the state and local regulations pertaining to such work. Records shall be retained, at Contractor expense, in accordance with 29 CFR Part 1910.20.
2. Provide medical surveillance to workers until exposure monitoring reveals that workers are not exposed to airborne lead at or above the Action Level of 30 ug/m³. This consists of a blood test measuring the level of lead and zinc protoporphyrin by a licensed physician. Further testing and medical exams may be necessary depending on the results of initial blood tests and/or the initial exposure assessment.

E. Training

Training certification shall be maintained and posted at the site, prior to the start of work involving LBP and LCP work, for all of the Contractors' workers, supervisors and Competent Person. Training shall meet the requirements of 29 CFR Part 1926.62, 29 CFR Part 1926.59, 29 CFR Part 1910.1200 and 49 CFR 172. Training shall be provided prior to the time of job assignment and as required by the regulations thereafter. The project specific training shall, at a minimum, include the following.

1. Lead Paint Awareness Training as per 29 CFR 1926.62.
2. Specific nature of the operation, which could result in exposure to lead.
3. Purpose, proper selection, fitting, use and limitations of respirators.
4. Purpose and description of the medical surveillance program and the medical removal protection program, including information concerning the adverse health effects associated with excessive exposure to lead (with particular attention to the adverse reproductive effects on both males and females, hazards to the fetus and additional precautions for employees who are pregnant).
5. Relevant engineering controls and good work practices.
6. The contents of any compliance plan in effect.
7. Instructions to employees that chelating agents should not routinely be used to remove lead from their bodies and should not be used at all except under the direction of a licensed physician.

8. The employee's right of access to records under 29 CFR part 1910.20.

F. Respiratory Protection Program

1. Furnish each employee required to wear a negative pressure respirator or other appropriate type with a respirator fit test at the time of initial fitting and at least every 12 months thereafter as required by 29 CFR Part 1910.134 and 29 CFR Part 1926.62.
2. Establish and implement a respiratory protection program as required by ANSI Z88.2, 29 CFR Part 1910.134 and 29 CFR Part 1926.62.
3. All workers are required to don respirator(s) with the appropriate level of protection commensurate with the airborne concentrations of lead in which they are working. The level of protection will be determined by the Contractor, based on objective air monitoring data.

1.04 ON-SITE SUBMITTALS

The Contractor's Competent Person is required to maintain a copy of the following documents on-site:

A. Certifications

Prior to the start of work, maintain the on-site, required certifications and licenses listed above in Section 1.03.

B. Equipment List

Maintain a list of equipment items to be used in the work, including brand names, model, capacity, performance characteristics, quantities, and other pertinent information.

C. LBP and LCP Safe Work Practice Compliance Plan

The contractor shall prepare a detailed LBP and LCP Safe Work Practice Compliance Plan that identifies the work procedures, health and safety measures to be used in LBP and LCP work procedures; and that addresses spill prevention, containment, and emergency response procedures. The Plan shall be maintained on-site. The plan shall address the methods to be undertaken during LBP and LCP disturbances to include all requirements of 1926.62(e)(2)(ii) including, but not limited to the following key elements:

1. LBP and LCP containment methods to control employee exposure to lead at or below the permissible exposure limit.
2. Training requirements as required by Federal, State, and Local regulations.
3. Unique problems associated with the LBP and LCP project.
4. Sketch of location and details of LBP and LCP control areas, decontamination procedures. Refer to the DASNY Standard Specification for the Identification and Disposal of Hazardous Waste 028600 for waste storage area requirements.
5. Eating, drinking, smoking, and rest room procedures.
6. Sequencing of LBP and LCP related work.
7. Personal protective equipment and respiratory protection program, including controls.
8. Engineering controls, containment structures and safety measures. Refer to 1.07, D of this Section for HEPA filtered negative air unit requirements, as applicable.
9. Worker exposure assessment procedures.
10. Work Practice controls.

11. Housekeeping.
12. Hygiene facilities and practice.
13. Medical surveillance, including medical removal procedures.
14. Sampling, testing and analytical methods for personal air sampling requirements of 29 CFR Part 1926.62. Procedures must include frequency, locations, sampling, and analytical methods to be used.
15. Contractor to include the segregation and minimization of lead waste streams from construction and demolition waste in their lead-based paint management plan.
16. Visual clearance log for each control area that is maintained by the Contractor's Competent Person.

D. Compliance Program

Contractor's Compliance Program prepared in accordance with 29 CFR Part 1926.62 (e) (2) shall be maintained on-site.

E. Sampling and Laboratory Analysis Reports

Maintain on-site all field sampling logs for all personal air samples taken, including copies of laboratory analysis reports and chain of custody records for all sample analyses.

F. Competent Person certification per Sections 1.02 and 1.03.

1.05 CLOSEOUT SUBMITTALS: At the conclusion of the LBP/LCP project, the Contractor shall provide the following closeout submittals:

1. Refer to DASNY Standard Specification for the Identification and Disposal of Hazardous Waste 02 86 00 for closeout document requirements related to the disposal of hazardous waste, if applicable.
2. Submit copies of all "Visual Clearance Logs" to the DASNY Project Manager for owner's reference.
3. Signed Certification from the Contractor's Competent Person that all required documentation has been provided.

1.06 POSTED WARNINGS & NOTICES

The following regulations, warnings and notices shall be posted at the work site in accordance with 29 CFR Part 1926.62.

A. Regulations

A copy of applicable Federal, State, and Local regulations shall be maintained at the work site.

B. Warning Signs

Warning signs shall be provided at approaches to LBP/LCP control areas. Signs shall be located at a distance from the LBP and LCP control areas that will allow personnel to read the sign and take the necessary protective actions required before entering the LBP/LCP control area. The signs shall comply with the requirements of 29 CFR Part 1926.62.

C. Worker Information

Right-to-know notices shall be placed in clearly visible areas of the work site in compliance with Federal, State and Local regulations.

D. Exposure Air Monitoring Results

Exposure air monitoring results shall be prepared in order to be easily understood by the workers and shall be placed in a clearly visible area of the work site.

E. Emergency Telephone Numbers

A list of telephone numbers shall be posted at the site. The list shall include numbers of the local hospital, emergency squad, police and fire departments, Government and Contractor representatives who can be reached 24 hours per day as well as professional consultants directly involved in the project.

1.07 EQUIPMENT & MATERIALS

Sufficient quantities of health and safety materials required by 29 CFR Part 1926.62, and other materials and equipment needed to complete the project, shall be available and kept on the site.

A. Respirators

Air-purifying respirators shall be approved by NIOSH for use with dust, fumes and mists having permissible exposure limits less than 0.05 milligrams per cubic meter (i.e. have high-efficiency particulate air [HEPA] filters) and for other hazardous airborne contaminants that may be encountered, as determined by the Competent Person. The Contractor shall furnish, at no cost to personnel/employees, respirators to provide protection from airborne concentrations of lead. Respirators shall comply with the requirements of 29 CFR Part 1926.62 and shall be used in accordance with 29 CFR Part 1926.62, 29 CFR Part 1926.103 and 29 CFR Part 1910.134.

B. Respirator Cartridges

A sufficient supply of respirator cartridges shall be maintained at the work site to provide new cartridges to employees and authorized visitors throughout the duration of the project. Cartridges shall be replaced according to the manufacturer's recommendations, when breathing becomes difficult, or if the cartridges become wet.

C. Protective Clothing

1. The Contractor shall furnish, at no cost to personnel/employee, equipment/ clothing for protection from airborne and waterborne LBP and LCP debris. An adequate supply of these items shall be available for worker and authorized visitor use. Workers and visitors shall not take protective clothing and equipment off the work site at any time. Protective clothing includes:

a. Coveralls (Whole Body Protective Coverings): Full-body coveralls and head covers shall be worn by workers in the control area as necessary. Sleeves shall be secured at the wrist and pants legs at the ankle with tape. Permeable clothing shall be provided in heat-stress conditions. Where non-disposable coveralls are provided, these coveralls shall be cleaned after each wearing and kept within the control area or decon/airlock (bagged). Cleaning of coveralls and other non-disposable clothing shall be in accordance with the provisions for cleaning in 29 CFR Part 1926.62.

- b. Boots: Work boots with nonskid soles or impermeable work boot covers shall be worn by workers. Where required by OSHA, safety boots (steel toe or steel toe and shank) shall be worn. Paint the uppers of boots red with waterproof enamel. Do not allow boots to be removed from the control area for any reason after being contaminated with LBP or LCP debris. Keep within control area or decon/airlock (bagged).
- c. Gloves: Inner gloves, appropriate for items and hazards encountered, and disposable outer work gloves shall be provided to each worker and shall be worn while the worker is in the control area. Glove material shall be appropriate for the specific chemical exposure. Gloves shall not be removed from the control area and shall be disposed of as LBP or LCP contaminated waste at the end of the work.
- d. Hard Hats: Head protection (hard hats) shall be provided as required by OSHA for workers and authorized visitors. Protective plastic-strap suspension hats shall be used. Hard hats shall be worn at all times when work is in progress. Hard hats shall remain in the control area until the project is completed. Hard hats shall be thoroughly cleaned, decontaminated, dried and bagged before being removed from the control area at the end of the project.
- e. Eye Protection: Fog-proof goggles for personnel engaged in LBP and LCP operations shall be worn when the use of a full-face piece respirator is not required and kept within control area or decon/airlock (bagged) until completion of project.

D. Negative Air Pressure System

When a LBP or LCP control area requires the use of an airtight containment barrier, a negative air pressure system shall be used and pressure differential recordings taken. LBP and LCP shall not be removed from the LBP/LCP control area until the proper engineering controls and HEPA filtration systems are in place.

1. HEPA Filter Requirements

The negative air pressure system shall be equipped with approved HEPA filters per UL 586. Negative air pressure equipment shall be equipped with new HEPA filters, and shall be sufficient to maintain a minimum pressure differential of minus 5 Pascals (Pa), equivalent to 0.02 inch of water column relative to adjacent, unsealed areas. Negative air pressure system minimum requirements are listed below.

- a. The unit shall be capable of delivering its rated volume of air with a clean first stage filter, an intermediate filter and a primary HEPA filter in place. The units shall be clean and sealed (intake & exhaust) at all times when not operating in a control area.
- b. The HEPA filter shall be certified as being capable of removing particles as small as 0.3 micrometers at a minimum efficiency of 99.97 percent. 700 hours is the manufacturer life recommendation of a HEPA filter (approximately 1 month of continuous operating).
- c. The unit shall be capable of continuing to deliver no less than 70 percent of rated capacity when the HEPA filter is 70 percent full or measures 620 Pa (2.5 inches of water) static pressure differential on a magnehelic gauge.
- d. The unit shall be equipped with a manometer-type negative pressure differential monitor with minor scale division of 0.02 inch of water and accuracy within plus or minus 1.0 percent. The manometer shall be calibrated in accordance with the manufacturer's recommendations. Record manually manometer readings of the

pressure differential between the LBP control area and adjacent unsealed areas at the beginning and end of each work day.

- e. The unit shall be equipped with a means for the operator to easily interpret the readings in terms of the volumetric flow rate of air per minute moving through the machine at any given moment.
- f. The unit shall be equipped with an electronic mechanism that automatically shuts the machine off in the event of a filter breach or absence of a filter.
- g. The unit shall be equipped with an audible horn that sounds an alarm when the machine has shut itself off.
- h. The unit shall be equipped with an automatic safety mechanism that prevents a worker from improperly inserting the main HEPA filter.
- i. The unit shall be ducted through the containment barrier wall to the exterior of the building. The unit shall not be exhausted into any interior areas. If exhausting to the exterior is not feasible, utilize an unoccupied area or room that is large enough to handle the volume of air with two units connected in series. Applicable warning signage shall be posted at this location. DASNY prior approval is required if exhausting into the interior of the building.

2. Number of Units Required

The air within the containment barrier shall be changed at least once every 15 minutes by a continuously operating negative air pressure system, until the LBP/LCP control area barrier is removed. Filters shall be replaced as necessary to maintain the efficiency of the system. A back-up unit shall be maintained on-site.

3. Auxiliary Generator

If site conditions can't provide power, an auxiliary generator shall be provided. The generator shall not present a carbon monoxide hazard to workers.

4. Discontinuing Negative Air Pressure System

The negative air pressure system shall not be shut down during LBP/LCP work unless authorized by the DASNY's third-party environmental consultant. At the completion of the LBP/LCP work procedures and disposal project, units shall be run until removal is completed satisfactorily and full cleanup has been completed and satisfactory clearance has been achieved. Dismantling of the negative air pressure systems shall conform to the written decontamination procedures. Prefilters shall be removed and properly disposed. The intake and exhaust of the machines shall be sealed with polyethylene to prevent environmental contamination.

E. Expendable Materials

1. Polyethylene Sheet and Bags - General

Polyethylene sheet and bags shall be minimum 6-mil thick. Bags shall have pre-printed labels, and 5-inch (minimum) long plastic ties, pointed and looped to secure the filled bags. Polyethylene sheets shall be in roll sizes to minimize seams.

2. Polyethylene Sheet - Flame Resistant

Where a potential for fire exists, flame-resistant polyethylene sheets shall be provided. Polyethylene film shall conform to the requirements of NFPA 701.

3. Polyethylene Sheet - Reinforced

Reinforced polyethylene sheet shall be provided where high skin strength is required such as where it constitutes the only barrier between the LBP control area and the indoor and outdoor environments. The sheet stock shall consist of translucent, nylon-reinforced or woven-polyethylene thread laminated between two layers of polyethylene film. Film shall meet flame resistant standards of NFPA 701.

4. Tape and Adhesive Spray

Tape and adhesive shall be capable of sealing joints between polyethylene sheets and for attachment of polyethylene sheets to adjacent surfaces. After dry application, tape or adhesive shall retain adhesion when exposed to wet conditions, including amended water. Tape shall be minimum 2 inches wide, industrial strength.

5. Containers

DOT approved impermeable containers shall be used to receive and retain LBP and LCP waste and debris and lead contaminated material until disposal. Containers shall be labeled in accordance with EPA, DOT and OSHA standards, as applicable for the type of waste. Waste streams shall be segregated in a manner to reduce the potential volume of hazardous waste generated.

6. Chemicals

Chemicals, including caustics and paint strippers, shall be properly labeled, stored in leak-tight containers and properly/safely secured from the general public.

F. Vacuum Systems

HEPA filtered vacuum systems shall be used during LBP/LCP operations which generate dust. The systems shall be suitably sized for the project, and filters shall be capable of removing particles as small as 0.3 micrometers at a minimum efficiency of 99.97 percent. Vacuum opening, wands and hoses shall be sealed at all times when not in a control area.

G. Chemical Paint Strippers

Chemical paint strippers shall contain no methylene chloride.

H. Chemical Paint Stripper Neutralizer

Neutralizers for paint strippers shall be compatible with the substrate and suitable for use with the chemical stripper that has been applied to the surface.

I. Storage of Materials

Materials shall be stored in an approved enclosed structure, which protects them from damage, rain, wind, etc. and contamination. During periods of cold weather, plastic materials shall be protected from the cold. Regularly inspect materials to identify damaged or deteriorating items. Damaged or deteriorated items shall not be used and shall be removed from the site as soon as they are discovered. Stored materials shall not present a hazard or an inconvenience to workers, visitors, employees and/or other building occupants.

PART 2 – EXECUTION

2.01 WORK PROCEDURES

LBP and LCP work procedures and related work shall be performed in accordance with the accepted Contractor's LBP and LCP Safe Work Practice Compliance Plan, 29 CFR Part 1926.62 and as specified herein. LBP/LCP waste and debris, lead contaminated debris and personal protective clothing and equipment shall be disposed of in compliance with Federal, State, and Local regulations and in accordance with the respective waste stream TCLP testing results.

A. Personal Protection Procedures

Respiratory Protection is required for all LBP disturbances. Personnel shall wear and use protective clothing and equipment as specified and required by 29 CFR Part 1926.62 and 29 CFR Part 1910.120. Eating, smoking, drinking, chewing tobacco, chewing gum, applying makeup and use of non-work-related walkie-talkies/phones shall not be permitted in the LBP and LCP control area. Personnel of trades not engaged in the LBP or LCP work procedures and disposal of LBP and LCP shall not be exposed at any time to airborne concentrations of lead equal to or in excess of 30 micrograms per cubic meter of air (30 ug/m³). Electrical service shall be disconnected when wet removal is performed, and temporary electrical service protected by a ground fault circuit interrupter (GFCI) shall be provided.

B. Safety and Health Procedures

The Competent Person shall be present on the work site throughout the LBP and LCP project to supervise, monitor and document the project's health and safety provisions. A daily log shall be maintained showing the results of air sampling tests throughout the project area. LBP and LCP work being conducted within a LBP or LCP control area where an airtight barrier is required shall be stopped if measured airborne lead concentrations, collected during LBP or LCP work procedures, exceed the Action Level.

C. Safety and Health Responsibilities

The Competent Person shall:

1. Verify that training meets applicable requirements.
2. Review and approve LBP/LCP Safe Work Practice Compliance Plan for conformance to the applicable referenced standards.
3. Inspect LBP and LCP removal work for conformance with the accepted Safe Work Practice Compliance Plan.
4. Ensure that worker exposure air monitoring activities are in accordance with 29 CFR Part 1926.62.
5. Ensure work is performed in strict accordance with specifications.
6. Ensure hazardous exposure to personnel and to the environment are adequately controlled.
7. The Contractor's Competent Person shall be responsible for directing personal air monitoring and shall also perform visual inspections prior to the visual inspection conducted by DASNY's third-Party Environmental Consultant (if applicable), to verify the control areas are free of all visible debris.
8. If required, the Contractor's Competent Person shall coordinate with DASNY and the DASNY's third-party environmental consultant for any control areas requiring final air/wipe testing clearance testing (Action Level/wipe) in accordance with OSHA and/or US Department of Housing and Urban Development (HUD) protocols.

D. Medical Surveillance Procedures

Medical surveillance shall be implemented in accordance with the accepted Contractor's LBP/LCP Safe Work Practice Compliance Plan and shall comply with the requirements of 29 CFR Part 1926.62, including the provisions for blood lead level monitoring, medical removal, protection and a physician's written opinion, signed by the physician performing the employee examination. The Contractor's Competent Person shall maintain on-site, a copy of the written opinion for Contractor's employees prior to each employee's commencement of work.

E. Engineering Controls and Containment Structures

Engineering and work practice controls are the primary means of maintaining exposures to lead below the PEL. Paint removal and surface preparation activities must keep dust levels at a minimum. Power tools must be equipped with manufacturer equipped vacuum shrouds including an attached HEPA filtered vacuum system.

1. LBP/LCP Control Area

The control area is where LBP/LCP work procedures occur and as such shall be considered contaminated. The LBP/LCP control area shall be isolated to prevent LBP/LCP containing dust or debris from passing into adjacent areas. The control area shall be decontaminated at the completion of the LBP/LCP work procedures and disposal work.

2. Boundary Requirements.

Physical boundaries along with Warning Signage shall be provided around exterior LBP/LCP control areas by taping off the area indicated in the Safe Work Practice Compliance Plan.

3. Control Barriers

The LBP/LCP control area shall be designated and separated from other outside areas with control barriers. The polyethylene sheeting shall mask and seal all openings. The LBP/LCP control area shall be erected according to the Contractors LBP/LCP Safe Work Practice Compliance Plan. Polyethylene sheeting shall be mechanically supported, independent of duct tape or spray adhesive.

4. Exterior Masking and Sealing

Exterior LBP/LCP control area requirements: Where the construction of a contained LBP/LCP control area is impractical or not required based on the method of lead work procedures, a taped-off perimeter shall be installed around the area where the LBP/LCP handling procedures are performed and other requirements for LBP/LCP control areas shall be maintained. Personal monitoring of airborne concentrations is still required and shall be conducted in accordance with 29 CFR Part 1926.62.

5. Hand Wash Station

An operational hand washing station shall be provided to all workers adjacent to each LBP/LCP control area utilizing polyethylene sheeting as a drop cloth. Water shall be hot and cold or warm. Soap dish, continuing supply of soap, and clean towels shall be provided. The hand wash station shall be maintained in a sanitary condition. Waste water shall be collected and placed within 6-mil polyethylene bags and sealed. Bags shall be immediately placed within non-leaking, drums and sealed.

6. Equipment Decontamination

An equipment decontamination area shall be installed at the entrance to each LBP/LCP control area to allow for the cleaning of all equipment utilized on the project. Polyethylene sheeting shall be utilized as a drop cloth, along with a utility tub to clean and capture debris/water during the cleaning process. Water shall be hot and cold or warm. Continuing supply of detergent, and clean towels shall be provided. The equipment decontamination area shall be maintained in a sanitary condition. Waste

water shall be collected and placed within 6-mil polyethylene bags and sealed. Bags shall be immediately placed within non-leaking, drums and sealed.

F. Temporary Utilities

1. Temporary equipment as necessary to provide adequate power, light, heat, and water shall be installed, as needed, to accomplish the LBP/LCP operations properly and safely. The Contractor shall maintain the security and maintenance of the utility system in the LBP/LCP control areas. In the event of a failure of any utility system, the Owner will not be responsible for any loss of time or other expense incurred by the Contractor. In addition to any site-specific temporary utility requirements, the Contractor shall provide:
 - a. Back-flow protection on all water connections. Fittings installed by the Contractor shall be removed after completion of work with no damage or alteration to existing water piping and equipment.
 - b. When applicable, heavy-duty abrasion-resistant hoses to provide water to each control area and decontamination area.
 - c. A hot water heater, if necessary, to provide warm water to the decontamination showers, hand wash station and equipment decontamination area.
 - d. Electrical service to control areas. Electrical service shall comply with National Electric Code, State and Local requirements and UL standards. Warning signs shall be posted at power outlets, which are other than 110-120 volt power. Only grounded extension cords connected into a GFCI shall be used. Incandescent lamps and light fixtures shall be of adequate wattage to provide good illumination in LBP/LCP control areas.
 - e. Temporary heating units, when needed, that have been tested and labeled by UL, FM, or another recognized trade association related to the fuel being consumed. Forced air or fan type units shall not be utilized inside a control area. Units shall have tip-over protection.

2.02 LEAD-BASED/CONTAINING PAINT WORK PRACTICES (Use methods as applicable)

A. Component Removal:

Components shall be removed intact to the extent practicable. A 6-mil polyethylene drop cloth shall be placed around and/or beneath the component, prior to its removal, to catch any paint chips that may become dislodged. The component shall be wrapped and sealed in a layer of clear 6-mil polyethylene prior to movement to the disposal container. Follow proper disposal requirements. The area around the component removal shall be wet wiped and HEPA vacuumed. The polyethylene sheeting shall be carefully folded in on itself and placed in a 6-mil disposal bag. Containment debris shall be properly stored of in accordance with respective waste stream as per the Contractor's LBP/LCP Safe Work Practice Compliance Plan

B. Chemical Stripping:

Chemical stripping may be used for LBP and LCP removal on surfaces that will be subjected to welding, cutting, torch burning or where it is the only acceptable procedure. No chemical strippers or associated neutralizer chemicals containing methylene chloride shall be used by the Contractor on this project.

1. Horizontal surfaces directly below and in a radial direction from the area where chemical stripping is to be performed shall be covered with 6-mil plastic sheeting and shall also extend ten (10) feet on either side of the control area or to the furthest practical distance to catch any paint chips that may become dislodged.

2. All LBP/LCP on specified surfaces shall be removed to the bare substrate. The job is not considered complete until the substrate is dry, free of paint, debris, and LBP/LCP residue.
3. LBP/LCP stripping agents shall be brushed or troweled on the designated surfaces, or otherwise applied to a minimum thickness in accordance with manufacturer's specifications.
4. The required application/reaction time for stripping will depend upon the ambient temperature, humidity, and thickness of LBP/LCP. If LBP/LCP is not completely removed following the initial application of stripper, additional applications and wet scrapings may be required.
5. Removed LBP/LCP shall not be deposited on the polyethylene containment surfaces but shall be transferred directly into clear 6-mil polyethylene bags from the scraper and sealed. LBP/LCP shall be removed by wet scraping to the maximum extent feasible. If the substrate is to be reused, the removal activities shall not damage the substrate.
6. Any residue not removable by wet scraping shall be washed down to the bare metal substrate with an appropriate, pre-approved solution. LBP/LCP-contaminated wastewater shall be kept to a minimum using wet scrub brushes or sponges. These residues and disposable cleaning media shall also be directly transferred to 6-mil polyethylene bags and sealed. Bags shall be immediately placed within non-leaking, drums and sealed. Free standing water shall be eliminated by use of a drying agent. Contractor to include the segregation and minimization of lead waste from construction and demolition waste in their LBP/LCP Safe Work Practice Compliance Plan .

C. Manual Demolition/Scraping/Cleaning:

1. Manual demolition, scraping, sanding and power tool cleaning with dust collection systems shall be performed in conjunction with engineering and work practice controls meeting the requirements of 29 CFR 1926.62(e)(1).
2. Seal openings of HVAC ductwork and other penetrations (doors, windows, etc.) within the Control Area with two layers of 6-mil polyethylene sheeting. For work on vertical surfaces, place a layer of 6-mil polyethylene sheeting below the area prior to manual demolition/scraping/sanding/cleaning. The sheeting shall extend ten (10) feet on either side of the control area or to the furthest practical distance to catch any paint chips that may become dislodged.
3. Wet methods shall be used during manual scraping, sanding and power tool cleaning with dust collection systems. Local HEPA ventilation shall be utilized in conjunction with manual scraping, sanding and power tool cleaning with dust collection systems. In the case that local HEPA ventilation is not sufficient to control dust hazards, the Contractor shall be required to install engineering controls to meet requirements of specification section 1.06, D., "Negative Air Pressure System".
4. Removed LBP/LCP shall not be allowed to accumulate on surfaces within the Control Area but shall be HEPA vacuumed or placed directly into 6-mil polyethylene bags. The Contractor shall maintain all surfaces as free as practicable of accumulated lead dust to prevent the dispersal of lead into the work places that are outside of the lead paint control areas. LBP/LCP shall be removed by manual methods to the maximum extent feasible.
5. Debris shall be bagged in 6-mil polyethylene bags, sealed, and secured in leak proof drums. The area around the surfaces subject to work shall be wet wiped and HEPA

vacuumed, including the polyethylene sheeting. Upon a satisfactory clearance inspection by DASNY's Third-Party Environmental Consultant (if applicable) and the Contractor's Competent Person, the cleaned polyethylene sheeting shall be carefully folded in on itself and placed in a 6-mil disposal bag. Containment debris shall be properly stored of in accordance with the respective waste stream as indicated in the contractor's LBP/LCP Safe Work Practice Compliance Plan . The contractor shall coordinate with the DASNY's third-party environmental consultant to test the waste streams for disposal.

D. Alternative Lead Work Procedures

1. Any work procedure deviating from the outlined procedures above shall be submitted to DASNY Code Compliance and the Owner's third-party Environmental Consultant for review and approval prior to the start of the project. As there are many different components in different areas of the building(s), it is impractical to address every potential lead work procedure. The intent of alternative lead work procedures shall be to maintain compliance with 29 CFR 1926.62 and maintain airborne concentrations of lead dust below the Action Level of 30 ug/m³.

2.03 PERSONAL AIR MONITORING, WASTE SAMPLING & CLEARANCE SAMPLING (If Required by DASNY)

During all LBP/LCP removal and disposal operations, the Contractor's OSHA Competent Person shall be on-site inspecting the work to ensure that the health and safety requirements of this contract are satisfied. DASNY may elect to have a Third-Party Environmental Consultant on-site to perform visual clearance inspections and/or clearance sampling.

A. Personal Air Monitoring (Provided by the Contractor, as necessary)

1. Personal air monitoring samples for airborne concentrations of lead shall be collected and analyzed in accordance with 29 CFR Part 1926.62. Results shall be reported in micrograms per cubic meter of air. The Competent Person shall use personal air monitoring results to determine the effectiveness of engineering controls, the adequacy of PPE and to determine if proper work practices are being employed. The DASNY's third-party environmental consultant shall be notified if any personal air monitoring result meets or exceeds 30 ug/m³ of air. The Contractor shall stop work and take steps to reduce the concentration of lead in the air. Such corrective actions shall be documented in the daily log. Personal air sampling results shall be verbally available within 24-hours of sampling with hard copy reports available within five (5) calendar days of sampling.

B. Waste Sampling and Testing (Provided by DASNY's Third Party Environmental Consultant)

1. Sampling and testing of all waste streams, shall be in accordance with 40 CFR Part 261, 6 NYCRR Part 371 and SW-846, Chapter 9, Sampling Plan. See Paragraph 2.05 C. of this specification section for waste sampling and analyses requirements.

C. Dust/Wipe Sampling (If Required by DASNY, will be provided by DASNY's Third Party Environmental Consultant).

1. Dust/wipe samples shall be taken after clean-up activities have been completed and the control areas passed a visual inspection. Refer to Section 2.01 C. 7. for visual inspection requirements.
2. Sampling for clearance criteria shall be performed in compliance with HUD Guidance document.

3. If clearance fails, the recleaning and any additional costs (dust/wipe sample analyses, etc.) to clear the control area shall be the responsibility of the Contractor. The control area shall remain in place until satisfactory clearance has been achieved.
4. Clearance Levels:
 - a. Floors: 10 ug/ft²
 - b. Window Sills: 50 ug/ft²
 - c. Window Wells: 100 ug/ft²

2.04 ADJACENT AREAS

Damage to adjacent areas shall be repaired by the Contractor to the approval of the Owner.

2.05 CLEAN-UP & DISPOSAL

A. Cleanup

1. Daily:

Surfaces in the LBP/LCP control area shall be maintained free of accumulations of paint chips, LBP/LCP debris and dust. Spread of dust and debris shall be restricted; waste shall not be distributed over the control area. Dry sweeping or compressed air shall not be used for cleanup. At the end of each shift, the area shall be cleaned of visible lead paint contamination by vacuuming with a HEPA filtered vacuum cleaner and wet wiping the area. LBP/LCP work procedures shall cease during the cleanup.
2. At completion of LBP/LCP work and a satisfactory visual inspection by DASNY's Third Party Environmental Consultant (if applicable) and OSHA Competent Person, a clean-up shall be performed by the Contractor. This clean-up includes removal of any contaminated material, equipment or debris including polyethylene sheeting from the control area. The polyethylene sheeting shall be sprayed or misted with water for dust control, construction debris removed and polyethylene sheeting wet wiped. Then the sheeting shall be removed by folding it in upon itself.
 - a. Lead-contaminated debris shall be containerized in accordance with the Contractor's LBP/LCP Safe Work Practice Compliance Plan Waste bags shall not be overloaded and shall be securely sealed and stored in the designated area.
 - b. Removal of surface polyethylene sheeting shall begin from top to bottom. Removal of floor polyethylene sheeting shall begin at the corners and folded in the middle to contain the dust. Polyethylene shall be disposed of as per the Contractor's LBP/LCP Safe Work Practice Compliance Plan Cleaning Equipment. The Contractor shall decontaminate the lead abatement equipment and equipment used in the control area. The wastewater from cleaning shall be contained, sampled and disposed of as specified within Section 2.01 E. 6. and 2.02 B. 7 and as per contractor's LBP/LCP Safe Work Practice Compliance Plan.

B. Certification

1. The Contractor's Competent Person shall certify and sign within the log that the respiratory protection for the employees was adequate, the work procedures were performed in accordance with 29 CFR Part 1926.62 and that there was no visible accumulations of LBP/LCP paint/coating or dust on the worksite. Do not remove warning signs at the lead control area or roped-off boundary signs prior to the completion of the Competent Person's signed certification. If applicable, the Contractor's Competent Person's certification shall be forwarded to the DASNY

Project Manager and the DASNY's Third Party Environmental Consultant's for review prior to removing warning signs at the lead control area or roped-off boundary signs.

- C. Waste Storage and Disposal (Provided by the Contractor) and Sampling/Analysis (Provided by DASNY's Third Party Environmental Consultant).
 - 1. LBP/LCP Wastes and Lead-Contaminated Water. Refer to DASNY Standard Specification for the Identification and Disposal of Hazardous Waste section 02 86 00.

END OF SECTION 02 83 10

Appendix A: LBP and LCP Survey Report Documentation Summary:

For Details, refer to the Environmental Survey Report Included as Part of this Project Manual.

SECTION 02 86 00

IDENTIFICATION AND DISPOSAL OF HAZARDOUS WASTE

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. This specification covers the identification and disposal of hazardous waste, and related hazardous materials at Shepard Hall on the campus of City College of New York located at 259 Convent Avenue in New York, NY for the Roof Restoration project (DASNY No. 3635809999). Demolition and removal of materials shall be as required to support the work.

- B. Special Wastes:
 - 1. Asbestos-Containing Materials (ACM): ACM is regulated by United States Environmental Protection Agency (EPA) Toxic Substances Control Act (TSCA) Rules, NY Code Rule 56 and United State Occupational Safety and Health Administration (OSHA) standards and is not Hazardous Waste. Asbestos-Containing materials are governed under DASNY Specification 028200 Asbestos Removal.
 - 2. PCB Bulk Waste and non-liquid PCB materials (NLPCB): Interior and exterior caulk / sealant and glazing materials may contain NLPCB; if so, when disposed these materials are EPA-regulated PCB Bulk Waste under TSCA and are NYS hazardous waste. PCB light ballasts are also to be disposed of as NYS Hazardous Waste. NLPCB are governed under DASNY Specification 028400 Non-liquid PCB Material Removal.

- C. The work shall include but not be limited to the removal of the following.

Building & Floor	Description of Material	Approximate Quantity (lbs/units)
Pitched and Flat Roofs	Lead Coated Copper Flashing	6,680 LF (13,360 SF)
Flat Roofs	Lead Sheeting around Roof Drains	81 drains

- D. The Contractor shall be aware of all conditions of the Project and is responsible for verifying quantities and locations of all Work to be performed (See General Conditions Article 3 – Site Conditions). Failure to do so shall not relieve the Contractor of its obligation to furnish all labor and materials necessary to perform the Work.

- E. If any hidden materials are encountered during construction that when impacted by the project may generate hazardous waste, these materials shall be adequately assessed by the environmental consultant. This specification section shall be followed as appropriate for any impact to these hidden materials.

- F. All Work shall be performed in strict accordance with the Project Documents and all governing codes, rules, and regulations. Where conflicts occur between the Project Documents and applicable codes, rules, and regulations, the more stringent shall apply.

- G. Working hours shall be as required and approved by the Owner. Removal activities including, but not limited to, work area preparation, gross removal activities, cleaning activities, waste removal, etc. may need to be performed during ‘off-hours’ (including nights and weekends). In addition, multiple mobilizations may be required to perform the work identified in this project. The Contractor shall coordinate and schedule all Work with the facility and Owner’s representative.

1.02 SPECIAL JOB CONDITIONS

- A. Any special job conditions are described below:
Refer to the roof demolition drawing (A-101.00) for additional information..

1.03 DEFINITIONS

- A. Hazardous waste shall be any generated waste stream that possesses at least one of four characteristics (ignitability, corrosivity, reactivity or toxicity) as defined and regulated by the Resource Conservation and Recovery Act (RCRA) and applicable state and federal regulations, or a material specifically identified as hazardous waste by applicable Federal or State lists, in 40 CFR 261 or 6 NYCRR 371, respectively.
 - 1. Exception – Hazardous waste metal scrap, lead shielding, and metal with lead-based paint that has been segregated for recycling. A blank C7 NYS DEC notification form is included in appendices.
- B. A Conditionally Exempt/Very Small Quantity Generator (CESQ/VSQG) of hazardous waste shall be a waste handler who generates no more than 100 kilograms per month of listed and/or characteristic hazardous waste, generates no more than 1 kilogram of acute hazardous waste in any calendar month, and stores no more than 1,000 kilograms of listed and/or characteristic hazardous waste or more than 1 kilogram of acutely hazardous waste.
- C. A Small Quantity Generator (SQG) of hazardous waste shall be a waste handler who generates more than 100 kilograms but less than 1,000 kilograms per month of listed and/or characteristic hazardous waste, generates no more than 1 kilogram of acute hazardous waste per month, and stores no more than 6,000 kilograms of listed and/or characteristic hazardous waste or more than 1 kilogram of acutely hazardous waste.
- D. Large Quantity Generator (LQG) of hazardous waste shall be a waste handler who generates more than 1,000 kilograms per month of listed and/or characteristic hazardous waste, generates more than 1 kilogram of acute hazardous waste per month, or stores more than 6,000 kilograms of hazardous waste or 1 kilogram of acutely hazardous waste.
- E. The Owner’s Environmental Consultant: The Owner shall provide a third-party environmental consultant to provide pre-work assessments, project monitoring assessments for the construction procedures for the work area, surrounding areas waste sampling, and container storage area, submittal review, and inspection and signoff of all hazardous waste shipments as well as final clearance assessments. The Contractor shall be responsible for the worker protection requirements.

1.04 SUBMITTALS

- A. Pre-Work Submittals: Within 7 days prior to the pre-construction conference, the Contractor shall submit an electronic copy of the documents listed below to the DASNY Project Manager, the DASNY Code Compliance Unit and the Environmental Consultant for review. Code Compliance approval must be obtained, prior to the commencement of removal activities.

Pre-work Submittals	VSQG (CESQG)	SQG	LQG
1. Training & Certifications			
a) List of the employees scheduled to perform this work and their project function (Supervisor or Worker)	X	X	X
b) Certificate of on-site supervisor, for successful completion of OSHA 40-hour Health and Safety course [29 CFR 1910.120/1926.65] for handling hazardous waste and spills, including most recent refresher training.	X	X	X

Pre-work Submittals	VSQG (CESQG)	SQG	LQG
c) OSHA 8-hour supervisor training [29 CFR 1910.120(e)(4)/1926.65(e)(4)] for hazardous waste.	X	X	X
d) Certificates of workers, for successful completion of OSHA 40-hour Health and Safety course [29 CFR 1910.120/1926.65] for handling hazardous waste and spills, including most recent refresher training.	X	X	X
e) Valid United States Department of Transportation (DOT) training [49 CFR172.704] for supervisor and all employees loading waste and maintaining on-site waste storage area. This training shall include: general awareness / familiarization training; function specific training; safety training; security awareness training; and in-depth security training.	X	X	X
f) Annual hazardous waste RCRA training as per 40 CFR 260.10, 262.17(a)(7), 264.16 & 265.16. Submit sign-in sheets for all employees and supervisors working on the project. This training may be either 2 hours, 4 hours or 8 hours, as applicable.	X	X	X
g) For projects involving Lead-based Paint, Lead Paint certification for each of the employees and supervisors per EPA, as applicable.	X	X	X
h) Employees managing Hazardous Waste must also meet the Personnel training requirements in section 6 NYCRR 373-3.2, 3.3, 3.4 & 376(g)(1)(v), as applicable. OSHA HAZWOPER training should suffice for this requirement along with the addition of site-specific required training.	X	X	X
2. Transportation & Disposal			
a) Valid Hazardous Waste Transporter NYS Part 364 permit for all transporters.	X	X	X
b) Valid Hazardous Waste Transport vehicle permit for all transporters for each state the waste is being transported through to reach the Treatment, Storage and Disposal Facility (TSDF), as applicable.	X	X	X
c) Valid US DOT vehicle registration for EACH Transporter.	X	X	X
d) Transfer Facility Permit (if used) including the name, address and EPA ID No. of the facility, phone number and contact person. Include an acknowledgement letter stating that the facility has the capacity and is permitted to accept the waste from the project site and how the waste will be disposed [i.e. treatment (T) landfill (L), incineration (B), recycled (R)]. Transfer Facilities must be located within the US.	X	X	X
e) Final Disposal Facility permit including the name, address, phone number and EPA ID No. of the facility, and contact person. Include an acknowledgement letter from the disposal facility stating that the facility has the capacity and is permitted to accept the waste from the project site and how the waste will be disposed [i.e. treatment (T) landfill (L), incineration (B), recycled (R)]. The final destination of waste must be within the United States.	X	X	X
f) The TSDF permit(s) must identify the waste material(s) to be received.	X	X	X
g) Draft Land Disposal Restriction (LDR) form (See Appendix A for PCB LDR).	X	X	X
h) Draft Waste Profile(s).	X	X	X
i) Draft Waste Manifest.	X	X	X
j) Draft C7 NYSDEC Notification form for any metals to be recycled, if applicable (See Appendix B).	X	X	X
3. Site-specific:			
a) Safety Data Sheet (SDS) for all materials to be removed.	X	X	X

Pre-work Submittals	VSQG (CESQG)	SQG	LQG
b) If the Contractor introduces any chemical into the work environment, a SDS for each chemical must be presented to the Owner's Representative prior to use.	X	X	X
4. Progress Schedule:			
a) Show the complete sequencing of removal activities and the sequencing of Work within each building, wing or section of building. <i>The schedules will be utilized to schedule facility and third-party environmental consultant requirements.</i>	X	X	X
b) Show the dates for the beginning and completion of each major element of Work including substantial completion dates for each Work Area, building or phase.	X	X	X
5. Scope of Work Plan:			
Removal Work Plan and Drawing(s)			
Provide a written work plan description of work and drawing(s) that clearly indicates the following:			
a) All work areas/phases numbered sequentially.	X	X	X
b) Locations and types of all decontamination enclosures for each work area/phase.	X	X	X
c) Proposed location and construction of storage facilities and field office (when applicable).	X	X	X
d) Type of removal activity/technique for each work area/phase.	X	X	X
e) List waste types and quantity being generated and stored (refer to 1.01, C).	X	X	X
f) Site/work area preparation and cleanup procedures.	X	X	X
g) Include in the plan, eating, drinking, and sanitary procedures, interface of trades and sequencing of hazardous waste generation.		X	X
h) Include occupational and environmental sampling (if any by the Contractor), frequency and duration of sampling.		X	X
i) Contractor's Health and Safety Plan		X	X
j) Contractor's Facility Contingency Plan revision information for material handling and emergency procedures, that has been accepted by owner.			X
k) Container Storage Area (CSA) location and construction details. (refer to 3.03.H.) [How is the waste being stored? (indoors or outdoors, drums, containers, or dumpsters, types, with cover?).]	X	X	X
l) Include waste transport routes to the CSA from each work area/phase	X	X	X
m) Collected wastewater disposal/treatment plan.			X
n) Include plan for hazardous waste segregation and minimization including metal recycling, as necessary.	X	X	X
o) Contractor waste generation details (amount per day, per week or per quarter) in kgs or pounds.			X
p) Contractor emergency evacuation plan requirements and evacuation route for the project specific work areas/phases.			X
q) DASNY PM, Facility Representative, and Project team emergency contact numbers. [to be posted at CSA (interior and exterior).]	X	X	X
Do not start work until submittals are returned with the Owner's Representative approval for unrestricted use.	X	X	X

VSQG: <220 lbs.; SQG: 220lbs – 2200lbs (180 Days); LQG - >2,200lbs (90 Day).

B. On-Site and During Construction Submittal Requirements.

On-Site & During Construction	VSQG (CESQG)	SQG	LQG
The following submittals, documentation, and postings shall be maintained on-site by the Contractor during abatement activities at a location approved by the Environmental Consultant:			
1. Approved pre-work submittals.	X	X	X
2. Project Documents (environmental reports, specifications and drawings).	X	X	X
3. Applicable regulations.	X	X	X
4. Updated licenses/permits and acknowledgement letters for any changes in transporter or disposal site.	X	X	X
5. For each employee, current annual medical respiratory clearance.		X	X
6. For each employee, current satisfactory respiratory fit test results.		X	X
7. Confined Space training certificates as per 29 CFR 1910.146 or 1926.1207, as applicable.	X	X	X
8. Coordinate with facility for a 30-minute training on the facility contingency plan requirements and contractors emergency action plan. Submit proof of contingency plan training. A copy of the contingency plan, including any revisions, shall be posted at each CSA			X
9. Contractor shall provide weekly update, including initial container storage dates for each container stored, an approximate estimate of amount of waste being generated during each work-day, week or month that it is stored on-site. The actual weight of the waste, excluding the weight of the dumpster / container, shall be identified.			X
10. Toxicity Characteristic Leaching Procedure (TCLP) waste sample results. Contractor shall notify DASNY and Environmental Consultant for waste stream sampling prior to any waste being removed from the site. Painted component waste streams shall be tested by the 8 RCRA Metals TCLP methodology.	X	X	X
11. Completed Waste Profile form(s). Contractor shall utilize analytical test results from the survey report and / or TCLP results provided by Environmental Consultant, as appropriate, to generate waste profile and LDR form.	X	X	X
12. Completed LDR form.		X	X
13. Completed C7 form along with NYS DEC submission documentation (email delivery), if applicable	X	X	X
14. List of emergency phone numbers.	X	X	X
15. Waste disposal log.		X	X
16. Daily Project Log.	X	X	X
17. Copy of Waste manifest for each load of waste that is removed from site.	X	X	X
18. Copy of completed hazardous waste manifest including legible transporter and disposal facility information, dates and times of waste shipment departures / arrivals, and signatures, for each load of waste, within 35 days of waste being removed from site.	X	X	X
The following documentation shall be maintained on-site by the Environmental Consultant during abatement activities:			
19. Valid Environmental Consultant personnel OSHA, RCRA, and DOT training certifications.	X	X	X

On-Site & During Construction	VSQG (CESQG)	SQG	LQG
20. Proof of current Facility Contingency Plan Training.			X
21. Consultant Daily Log.	X	X	X
22. Listing of all visual inspections with the date of inspection and the date of signoff on the supervisor's log.	X	X	X
23. Hazardous Materials Survey Report.	X	X	X
24. All TCLP waste sample laboratory results including completed chain of custody forms and valid laboratory NYS DOH ELAP certifications.	X	X	X
25. CSA Inspections – Initial Inspection and Weekly Inspections Thereafter.	X	X	X
26. All applicable waste documentation, including but not limited to Universal Hazardous Waste Manifests, waste profiles, LDR forms, c7 forms and disposal facility letter(s).	X	X	X

C. Project Close-out Submittal Requirements:

1. Within 30 days after project and/or phase completion, the **Contractor** shall submit one electronic copy of the closeout-out submittal (requirements listed below) to DASNY Code Compliance and one copy to the Environmental Consultant for review and approval prior to the Contractor's final payment. Once DASNY Code Compliance approves the electronic close-out submittal, the Contractor shall provide hardcopy or e-copy of the approved close-out documents, as per DASNY Project Management. DASNY Project Management shall provide the Facility with a copy of the approved closeout submittals.
 - a. **Fully Executed Copies** of all completed hazardous waste disposal manifests, recycling certificates for recycled metal and disposal logs (see Appendix C), not yet submitted and approved, shall be sent to DASNY Code Compliance including legible transporter and disposal facility information, departure / arrival times and dates, and signatures. Original hazardous waste manifests shall be sent to the Owner/Generator.
 - b. Copies of all executed waste profile forms, disposal facility acknowledgement letters and LDR forms.
 - c. Daily progress log.
 - d. Entry/Exit Logs. Decontamination unit entry/exit log for Hazardous Waste generation work areas (must be separate from any documentation associated with Asbestos removals, unless the material is both Hazardous and ACM).
 - e. If TSDF transfer facility is utilized, completed hazardous waste manifest from final destination must also be provided along with a certificate of disposal/recycling. Final destination of waste must be within the United States.
 - f. Documentation (i.e. daily log) of Container Storage Area (CSA) closure (if applicable) in accordance with applicable federal and state regulations.

2. Within 30 days of project and/or phase completion, the **Environmental Consultant** shall submit one electronic copy of the documents listed below to DASNY Code Compliance for review and approval prior to Environmental Consultant's final payment. Once DASNY Code Compliance approves the electronic close-out submittal, the Environmental Consultant shall provide three sets of the approved close-out documents (double-sided and bound) to DASNY Project Management. Project Management shall provide the Facility with one copy of the approved closeout submittals.
 - a. Upon completion of the Project, the Environmental Consultant shall certify to the Owner, in writing, that the work is complete and acceptable in an Executive Summary of the work.

- b. The Environmental Consultant shall review and approve or disapprove all necessary guarantees, certificates of compliance, and all other close-out documentation, which the Contractor is required to submit.
- c. The Environmental Consultant shall provide to the Owner the final Project data binder to include:
 - 1) All daily logs.
 - 2) Summary of all visual inspections with the date of inspection and the date of signoff on the supervisor's log.
 - 3) Sampling logs, Laboratory results, chain of custody forms, and sample location plans, if applicable.
 - 4) Daily worker rosters.
 - 5) All TCLP waste sample laboratory results including completed chain of custody forms and valid laboratory NYS DOH ELAP certifications, if applicable.
 - 6) All applicable waste documentation, including but not limited to Uniform Hazardous Waste Manifests, waste profiles, LDR forms, C7 forms, certificate of disposal/recycling and disposal facility acknowledgment/acceptance letter(s)/documentation.
 - 7) All pertinent correspondence related to the Project including but not limited to clearance letters and supplemental inspection findings performed during construction, copies of all weekly hazardous waste storage location inspections, etc.
- D. Hazardous Waste Project Submittals shall be submitted as separate packages, not included with any other environmental or hazardous materials submittals.

1.05 PRE-CONSTRUCTION CONFERENCE

- A. Prior to start of preparatory Work under this Contract, the Contractor shall attend a pre-construction conference attended by Owner, Facility Personnel, and Environmental Consultant.
- B. Agenda for this conference shall include but not necessarily be limited to:
 - 1. Contractor's scope of Work, Work plan, and schedule to include number of workers and shift days and times.
 - 2. Contractor's safety and health precautions including protective clothing and equipment and decontamination procedures.
 - 3. Environmental Consultant's duties, functions, and authority.
 - 4. Contractor's Work procedures including:
 - a. Methods of job site preparation and removal methods.
 - b. Respiratory protection.
 - c. Disposal procedures.
 - d. Cleanup procedures.
 - e. Fire exits and emergency procedures.
 - 5. Contractor's required pre-work and on-site submittals, documentation, and postings.
 - 6. Contractor's plan for 24-hour Project security both for prevention of theft and for barring entry of unauthorized personnel into Work Areas.
 - 7. Temporary utilities.
 - 8. Handling of furniture and other movable objects.
 - 9. Hazardous waste segregation and minimization plan, including metals intended for recycling.
 - 10. Storage of Hazardous waste in CSA.
 - 11. Waste disposal requirements and procedures, including Contractor notification to DASNY project management and Environmental Consultant for TCLP waste stream sampling, once waste stream generation has commenced, and prior to any waste being removed from site.
 - 12. If applicable, contingency plan training information.

- C. In conjunction with the conference, the Contractor shall accompany the Owner and Environmental Consultant on a pre-construction walk-through documenting existing condition of finishes and furnishings, reviewing overall Work plan, location of CSA, location of fire exits, fire protection equipment, water supply and temporary electric tie-in.

1.06 APPLICABLE STANDARDS AND REGULATIONS

- A. All activities related to the work shall be conducted in compliance with all applicable laws, regulations, and requirements which may include, but not be limited to: EPA, DOT, RCRA, TSCA, OSHA, New York State Department of Environmental Conservation (NYS DEC), New York City Department of Environmental Protection (NYC DEP), and New York City Fire Department.
- B. The Contractor is required to secure and maintain all required regulatory permits necessary to perform all aspects of the work.
- C. The Contractor shall containerize and store waste in accordance with all applicable regulations. All containers shall be appropriately marked/labeled, including the accumulation start date indicated on each package.

1.07 PROJECT SUPERVISOR

- A. The Contractor shall designate a full-time Project Supervisor who shall meet the following qualifications:
 - 1. The Project Supervisor shall be trained in hazardous waste removal/generation procedures and hazardous waste management in NYS, via a 40-hour HAZWOPER and 8-hour Supervisor training course, as well as appropriate RCRA and DOT training.
 - 2. The Project Supervisor shall have a minimum of one year experience as a supervisor.
 - 3. The Project Supervisor must be able to read and write English fluently, as well as communicate in the primary language of the Workers.
- B. If the Project Supervisor is not on-site at any time whatsoever, all Work shall be stopped. The Project Supervisor shall remain on-site until the Project is complete. The Project Supervisor cannot be removed from the Project without the written consent of the Owner and the Environmental Consultant. The Project Supervisor shall be removed from the Project if so requested by the Owner or DASNY.
- C. The Project Supervisor shall maintain a Daily Project Log that includes the Waste Disposal Log required by section 4.03 of this specification.
- D. The Project Supervisor shall be responsible for the performance of the Work and shall represent the Contractor in all respects at the Project site. The Supervisor shall be the Contractor primary point of contact for the Environmental Consultant.
- E. As required by applicable regulations, prior to assignment to hazardous waste work, instruct each employee with regard to the hazards of the generated waste, safety and health precautions, and the use and requirements of protective clothing and equipment, as well as the facility contingency plan and/or Contractor emergency action plan. The contractor shall also determine whether work will be performed in confined spaces. If so, properly trained personnel shall be required. Valid initial and refresher confined space training documentation shall be maintained at the site.

PART 2 PRODUCTS

2.01 PROTECTIVE CLOTHING

- A. Provide personnel utilized during the Project with disposable protective whole body clothing, head coverings, and foot coverings. Provide appropriate disposable gloves (i.e. neoprene or butyl gloves for handling PCBs), suitable to prevent hazardous waste skin contact, to protect hands.
- B. Provide sufficient quantities of protective clothing to assure a minimum of four (4) complete disposable outfits per day for each individual performing abatement Work.
- C. Eye protection and hard hats shall be provided and made available for all personnel entering any Work Area.
- D. Authorized visitors shall be provided with suitable protective clothing, headgear, eye protection, gloves, and footwear whenever they enter the Work Area.

2.02 SIGNS AND LABELS, CONTAINERS

- A. Products for signs, labels and containers shall be as indicated in this section, or as directed by the Owner and / or their representative.
- B. Provide warning signs and barrier tapes at all approaches to Hazardous Waste generation Work Areas. Locate signs at such distance that personnel may read the sign and take the necessary protective steps required before entering the area.
- C. Each container used for on-site hazardous waste accumulation must be labeled or marked clearly with the words "Hazardous Waste," an indication of the hazards of the contents, and the date on which accumulation began (sections 262.16(b)(6) and 262.17(a)(5)).

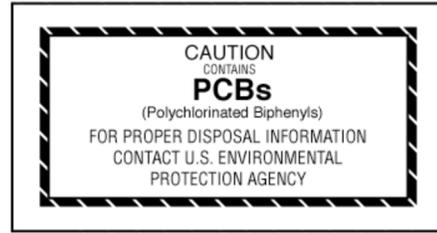
Example:

<p>Hazardous Waste Marking Example:</p> <ol style="list-style-type: none">1. Hazardous warning statement2. Generator name and address3. Generator EPA ID number4. Accumulation start date5. EPA waste number6. Manifest tracking number7. Proper shipping name, technical name, special hazard warning (if applicable) and DOT special permits (if applicable)	<p>HAZARDOUS WASTE</p> <p>FEDERAL LAWS PROHIBIT IMPROPER DISPOSAL</p> <p>IF FOUND, CONTACT THE NEAREST POLICE OR PUBLIC SAFETY AUTHORITY OR THE U.S. ENVIRONMENTAL PROTECTION AGENCY</p> <p>GENERATOR INFORMATION:</p> <p>NAME: _____</p> <p>ADDRESS: _____</p> <p>CITY _____ STATE _____ ZIP _____</p> <p>EPA ID NO. _____ EPA WASTE NO. _____</p> <p>ACCUMULATION START DATE _____ MANIFEST TRACKING NO. _____</p> <p>_____</p> <p>_____</p> <p>D.O.T. PROPER SHIPPING NAME AND UN OR NA NO. WITH PREFIX</p> <p>HANDLE WITH CARE!</p>
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- D. For PCB Hazardous Waste, provide the appropriate "Large PCB Mark" or "Small PCB Mark" (M_L or M_S per 40 CFR 761) as shown below, of sufficient size to be clearly legible, for display on waste containers (bags, boxes, rolloffs or drums) which will be used to contain or transport PCB contaminated material, in accordance with 40 CFR 761. In addition, U.S. Department of Transportation (DOT) 49 CFR Parts 171 and 172 requires the name and UN number of the material to be on the bags or drums, and, if shipped in bulk (rolloffs, Gaylord boxes, etc.), the bulk container must also be labeled: Polychlorinated Biphenyl, solid mixture UN 3432.



M_L



M_S

- E. The PCB materials are also NYS Hazardous Waste, and must have a label stating the following on each container :

HAZARDOUS WASTE—Federal Law Prohibits Improper Disposal. If found, contact the nearest police or public safety authority, or the U.S. Environmental Protection Agency.

Proper DOT Shipping Name _____
Generator's Name, Address, City, State, ZIP and phone _____
Generator's EPA Identification Number, Waste code _____
Accumulation Start Date _____
Manifest Tracking Number _____

- F. Provide 6 mil clear plastic disposal bags with PCB caution labels.
1. The "Small PCB Label" (M_S per 40 CFR 761) may be used as shown above. Bags shall also be labeled with U.S. DOT required markings per 49 CFR 172, Polychlorinated Biphenyl, solid mixture UN 3432.
 2. Labeled PCB waste containers or bags shall not be used for non-PCB waste or trash. Any material placed in labeled containers or bags, whether turned inside out or not, shall be handled and disposed of as PCB waste.

2.03 DAILY PROJECT LOG

- A. Provide a Daily Project Log. The log shall contain on title page the DASNY Project name, phase (if applicable) and number; name, address and phone number of Owner; name, address and phone number of Environmental Consultant; name, address and phone number of Abatement Contractor; and emergency numbers including, but not limited to, local Fire/Rescue department.
- B. All entries into the log shall be made in non-washable, permanent ink and such pen shall be strung to or otherwise attached to the log to prevent removal from the log-in area. Under no circumstances shall pencil entries be permitted.
- C. The Project Supervisor shall document all Work performed daily and note all inspections.

2.04 SCAFFOLDING AND LADDERS

- A. Provide all scaffolding and/or staging as necessary to accomplish the Work of this Contract. Scaffolding may be of suspension type or standing type such as metal tube and coupler, tubular welded frame, pole or outrigger type or cantilever type. The type, erection and use of all scaffolding and ladders shall comply with all applicable OSHA construction industry standards.

- B. Provide scaffolding and ladders as required by the Environmental Consultant for the purposes of performing required inspections.

2.05 SHIPPING CONTAINERS AND PACKAGING

- A. Products for containerization and packaging shall be as indicated in this section, or as directed by the Owner and / or their representative.
- B. Provide packaging in accordance with 49 CFR 173 Packaging Group 9, such as 30 or 55 gallon capacity fiber, plastic, or metal drums, Gaylord Boxes or other Intermediate Bulk Containers (IBCs), or non-siftable bulk containers, capable of being sealed air and water tight if hazardous waste has the potential to damage or puncture disposal bags. Affix hazardous waste caution labels on lids of drums, and opposite sides of drums or bulk containers, as well as the ends of bulk containers. Recovery or salvage drums must be acceptable for disposal of hazardous waste. Prior approval of drums is required. Drums or containers must meet the required OSHA, EPA (40 CFR Parts 260-264 and 300), and DOT Regulations (49 CFR Parts 171-178). Use of damaged containers shall not be allowed.

2.06 EQUIPMENT AND MATERIALS

- A. All dry vacuuming performed under this contract shall be performed with HEPA filter equipped industrial vacuums conforming to ANSI Z9.2.
- B. Any power tools used to drill, cut into, or otherwise disturb hazardous material shall be manufacturer equipped with HEPA filtered local exhaust ventilation, unless specified otherwise.
- C. All polyethylene (plastic) sheeting used on the Project (including but not limited to sheeting used for critical and isolation barriers, fixed objects, walls, floors, ceilings, and waste container) shall be at least 6 mil clear fire retardant sheeting.
- D. Absorbent Material: : Clay, soil or any commercially available absorbent used for the purpose of absorbing hazardous or potentially hazardous materials.

2.07 RESPIRATORY PROTECTION

- A. Establish a respirator program as required by ANSI Z88.2 and 29 CFR 1910.134. Provide respirator training.
- B. Select respirators from those approved by the National Institute for Occupational Safety and Health (NIOSH), Department of Health and Human Services. High Efficiency Particulate Air (HEPA) respirator filters shall be approved by NIOSH and shall conform to the OSHA requirements in 29 CFR 1910.134.
- C. Respirators shall be individually fit-tested to personnel under the direction of an Industrial Hygienist initially and on a yearly basis thereafter. Fit-tested respirators shall be permanently marked to identify the individual fitted, and use shall be limited to that individual.
- D. A storage area for respirators shall be provided by the Contractor in the clean portion of the decontamination enclosure where they will be kept in a clean, dry environment.
- E. The Contractor shall provide and make available a sufficient quantity of respirator filters so that filter changes can be made as necessary during the work day. Filters will be removed and discarded during the decontamination process. Filters cannot be reused. Filters must be changed if breathing becomes

difficult. Filters provided to the personnel shall be appropriate to the hazardous waste(s) being handled as well as any chemicals brought on site and used to facilitate the removals.

- F. Filters used with negative pressure air purifying respirators shall not be used any longer than one eight (8) hour work day.
- G. Any authorized visitor, Worker, or supervisor found in the Work Area not wearing the required respiratory protection shall be removed from the Project site and shall not be permitted to return.
- H. The Contractor shall have at least two (2) Powered Air Purifying Respirators stored on site designated for authorized visitors use. Appropriate respirator filters for authorized visitors shall be made available by the Contractor.

PART 3 EXECUTION

3.01 HAZARDOUS WASTE GENERATION AND ON-SITE STORAGE

- A. All waste shall be stored, handled, transported and disposed of in accordance with all federal, state, and local guidelines and regulations. The Contractor shall obtain all permits, licenses, etc., which are necessary for the storing, transporting and disposing of hazardous waste. The Contractor shall develop all applicable manifests, Waste Profile Sheets, LDR Forms, C7 forms and any other documentation and coordinate with the Owner regarding proper signatures.
- B. All hazardous waste generated shall be placed into 6 mil clear plastic disposal bags or other suitable container upon detachment from the substrate. Large components with residue shall be wrapped in one layer of clear 6 mil plastic sheeting. Sharp components likely to tear disposal bags shall be placed in fiber drums or boxes and then wrapped with clear 6 mil plastic sheeting.
- C. All construction and demolition debris determined by the Environmental Consultant to be potentially contaminated with hazardous waste shall be handled and disposed of as hazardous waste. If the project is at an OPWDD hostel and hazardous waste is limited to lead based paint from non-demolition/deconstruction activity, the owner may elect to have waste temporarily stored on-site, transported and disposed of as household waste, at a Municipal Solid Waste (MSW) permitted landfill, as per all pertinent NYS DEC requirements. If the owner selects this option, the owner would be responsible for transport to an MSW as well as appropriate disposal at the MSW. TCLP samples are not necessary for characterization of household waste.
- D. All generated hazardous waste must be stored at or near the point of generation, under the control of the Project Supervisor. Up to 55 gallons may be stored at the point of generation for an indefinite period, but any greater than 55 gallons must be moved within three (3) days to a CSA as specified in 6 NYCRR Section 372.2 "Standards Applicable to Generators of Hazardous Waste", or off-site. Waste may be stored at the CSA for 90 days (large quantity generator), 180 days (small quantity generator with TSDF within 200 miles of site), or 270 days (small quantity generator with TSDF greater than 200 miles from the site) during which labeling, inspections, and other requirements must be met as described in 6 NYCRR Section 372.2, Section 373-3.1(d) and Subpart 373-3.
- E. The Contractor shall identify and classify the hazardous waste generated through the performance of the work as per the governing regulations, and in accordance with the waste stream TCLP results provided by the Owner's third-party Environmental Consultant. The Contractor shall utilize the TCLP results to confirm the requirements for handling, storing, transporting and disposing of the hazardous waste.

- F. The Third-Party Environmental Consultant shall sample all potential hazardous waste streams for TCLP listed hazardous and characteristic (if applicable) analyses prior to disposal, in accordance with 40 CFR 261 for hazardous waste. It should be noted that the disposal facility may have more stringent requirements for hazardous waste acceptance (i.e. PCB testing for painted wastes). Therefore, the Environmental Consultant shall be informed in writing, so that they may indicate analytical testing accordingly. The waste profile, LDR and C7 forms and waste transporter permit must be reviewed and approved by the Owner's Environmental Consultant prior to any hazardous waste leaving the site. The DOT-trained Environmental Consultant must be on-site for all hazardous waste shipment removals and will be responsible for inspection of the waste shipment as well as signoff on the hazardous waste manifest, on behalf of the owner and DASNY, to allow the hazardous waste shipment to leave the site. If at an Office of Mental Health (OMH) facility, a properly trained OMH site representative must also be present for the waste pickup.
- G. On-site Storage Requirements.
1. Each waste dumpster\container shall have completed hazardous waste label with facility name, correct EPA ID number, full address, waste codes, and waste information.
 2. Appropriate hazardous waste storage and contents labels shall also be posted on the containers.
 3. Since this is considered a main storage area for the project, the third-party DASNY Environmental Consultant shall be completing an initial and weekly hazardous waste storage area inspection logs and these records shall be provided to DASNY and the facility each week. Weekly inspection records shall be maintained for three (3) years.
 4. Each dumpster\container shall also post all relevant DOT labels to indicate proper waste types.
 5. Each dumpster\container shall identify the accumulation start date. Maximum storage limit is 90-270 days from the date of accumulation.
 6. All dumpsters and containers being stored outside shall meet EPA RCRA container requirements and shall not leak. All dumpsters and containers must be fully covered and protected from the elements as well as secured by lock when not in use.
 7. A spill kit shall be maintained in the CSA.
 8. Regarding the posting of emergency numbers, Contractor shall coordinate with facility and DASNY and post all required emergency numbers including facility contact(s), DASNY field office, Contractor emergency numbers and local fire, police and medical facility numbers. Signage shall be posted on the lockable CSA.
- H. The CSA and personnel managing it must also meet the following requirements of 6 NYCRR 373:
1. Preparedness and Prevention provisions of Section 373-3.3
 2. Secondary containment requirements of 373-2.9(f)(1)
 3. Personnel training in section 373-3.2
 4. Contingency plans and emergency procedures in section 373-3.4 subparagraph 376.1(g)(1)(v)
 5. The containers must be dated when placed in storage, and accumulation times must be observed.
 6. The total amount of hazardous waste stored in the CSA at any given time must not exceed the maximum for the current generator status (6,000 kg-SQG, no limit-LQG).
 7. A label or sign stating "Hazardous Waste" must identify all areas and containers used to accumulate hazardous waste.
- I. Closure of the CSA. If a CSA was created specifically for the Hazardous waste generation work, once the work is complete, the Contractor shall immediately close out the CSA, as per 373-3.7(b) and (e). This shall be observed and documented by the Environmental Consultant.
- J. The Contractor is required to provide temporary protection of the building (i.e. roof, window openings, construction joints, etc.) as applicable for the work, at the end of each Work shift so as

to maintain the building in a watertight condition. Any damage to the facility caused by inadequate Contractor protection shall be the responsibility of the contractor.

PART 4 DISPOSAL OF HAZARDOUS WASTE

4.01 TRANSPORTATION AND DISPOSAL SITE

- A. The Contractor's Hauler and Disposal Facility shall be approved by the Owner. Prior to the hazardous waste being removed from the site, written communication from the disposal facility must be provided, confirming proper authority to receive the particular hazardous waste, as well as the ultimate disposal method for the waste. The written communication shall be from a disposal facility representative including signature, printed name and title, as well as phone number, in compliance with 6 NYCRR 372.2(b)(2). For disposal within New York State, facilities must be specifically permitted to accept hazardous waste. In addition, the Contractor is responsible for securing appropriate treatment or disposal for the generated hazardous waste streams at a permitted TSDF, if necessary, in compliance with all regulatory requirements, and for obtaining a copy of the waste manifest and waste profile of the treated waste as executed by the TSDF. If the manifest is not returned within 35 calendar days from removal from the site, the contractor shall notify the Owner and the NYS DEC, and initiate an investigation as required.
- B. The Contractor shall give at least 24-hour notification prior to removing any waste from the site. Waste shall be removed from the site only during normal working hours unless otherwise specified. No waste shall be removed from the site unless the Contractor, Environmental Consultant and authorized/qualified facility personnel are present, and the Environmental Consultant authorizes the release of the waste. The DOT-trained Environmental Consultant must be on-site for all hazardous waste shipment removals and will be responsible for inspection of the waste shipment. They may also be required to signoff on the hazardous waste manifest on behalf of the owner and DASNY, if the authorized/qualified facility personnel is unavailable, to allow the hazardous waste shipment to leave the site. This responsibility shall be coordinated and executed in accordance with the Owner's direction.
- C. The Contractor shall supply all required placard and labeling and shall have an appropriately DOT - trained individual to prepare the waste container and inspect the packaging of the hazardous waste.
- D. All hazardous waste generated as part of the project shall be removed from the site within ten (10) calendar days after successful completion of all hazardous waste generation work. However, all disposal facility permits/licenses, waste profiles, LDR forms, C7 forms, hauler permit(s), and all other necessary paperwork must be submitted to and approved by the Environmental Consultant before the waste is removed from the site. Waste stream samples shall be collected by the Environmental Consultant for TCLP analysis and the results utilized by the Contractor for proper waste stream characterization and appropriate disposal determination.
- E. Upon arrival at the Project Site, the Hauler must possess and present to the Environmental Consultant a valid DEC Part 364 Waste Hauler's Permit. The Environmental Consultant may verify the authenticity of the hauler's permit with the proper authority.
- F. The Hauler, with the Contractor and the Environmental Consultant, shall inspect all material in the transport container prior to taking possession and signing the Hazardous Waste Manifests.
- G. Transporters shall maintain waste manifest and shipment record forms. All transporters are required to obtain and maintain NYS DEC Part 364 Waste Transporter permits and, if applicable, a NYC Fire Department permit for transporting flammables. The Part 364 Permit shall have the license plate number of the vehicle, the expiration date of the permit, the type of waste the hauler can transport and

the TSDF to which the hauler can transport the waste. The transporter must also have all applicable, current waste transportation permits for the states where the proposed disposal facilities are located.

4.02 WASTE SHIPMENT STORAGE CONTAINERS

- A. All waste shipment storage containers shall be fully enclosed and lockable (i.e. enclosed dumpster, trailer, etc.).
- B. The Environmental Consultant shall verify that the waste shipment storage container and/or truck tags (license plates) match that listed on the DEC Part 364 permit. Any waste shipment storage container not listed on the permit shall be removed from the site immediately.
- C. The valid waste shipment storage container shall be plasticized and sealed with one layer of clear 6 mil plastic. Once on-site, it shall be kept locked at all times, except during load out. The waste shipment storage container shall not be used for storage of equipment or contractor supplies.
- D. While on-site, the waste shipment storage container shall be labeled with DEC Hazardous Waste Warning Labels as specified in Section 2.02.
- E. The New York State Department of Environmental Conservation Hauler's Permit number shall be displayed on both sides and back of the container. The permit number shall be at least 3 inches high and in a color that contrasts with the container / vehicle background color.
- F. Waste generated off-site or from a different, on-site non-DASNY project is not permitted to be brought onto the Project site and/or loaded into the waste container.
- G. The waste shipment storage container is not permitted to be loaded unless it is properly plasticized, (C above) has the appropriate danger signage affixed, and has the permit number appropriately displayed on the container. (B above)
- H. The Owner may initiate random checks at the Disposal Site to ensure that the procedures outlined herein are complied with.

4.03 HAZARDOUS WASTE MANIFESTS & DISPOSAL DOCUMENTATION

- A. The Contractor is responsible for securing appropriate treatment or disposal for the waste streams at a permitted TSDF, in compliance with all requirements, and for obtaining a copy of the waste manifest (interim storage and final disposal) as executed by the TSDF. If the manifest is not returned within 35 calendar days from removal from the site, the Contractor shall notify the Owner and the NYS DEC, and initiate an investigation as required. The Contractor shall contact the EPA and file an Exception report if the manifest is not returned within 45 days. All hazardous waste metals intended for recycling, shall have the appropriate completed C7 form accompanying the shipment and this form must be emailed to the DEC one (1) to two (2) weeks prior to the shipment leaving the site. Documentation of submission (i.e. delivery receipt and read receipt) shall be provided upon request.
- B. A Uniform Hazardous Waste Manifest shall be utilized solely as the waste Manifest for transportation. A hauler billing form or bill of lading may be used if the hauler needs an independent record, but shall not be used as the sole shipping document.
- C. The Manifest shall be completed by the Contractor and verified by the Environmental Consultant that all the information and amounts are accurate and the proper signatures are in place.
- D. The Manifest shall have the appropriate signatures of the Owner's Representative (the Generator) and the Hauler representative prior to any waste being removed from the site.

- E. Copies of the completed Manifest, shall be retained by the Environmental Consultant and shall remain on-site for inspection.
- F. Upon arrival at the Disposal Site, the Manifest shall be signed by the Disposal Facility operator to certify receipt of hazardous and asbestos (if applicable) wastes covered by the manifest.
- G. The Disposal Facility operator shall return the original Manifest and certificate of recycling for recycled metals to the Owner's Representative or the project facility as required by the DEC in 6 NYCRR 372 within 35 days. The Environmental Consultant must call the facility to investigate if the Manifest is not returned within 35 days and contact the DEC and file an Exception report if not returned within 45 days.
- H. The Contractor shall utilize the Waste Disposal Log provided by the Owner. This log shall be maintained by the Project Supervisor and shall be kept on-site at all times. (See Appendix C.)
- I. Copies of all waste disposal manifests, C7 forms, certificates of recycling, as well as originals of all manifests and disposal logs (copies are acceptable for electronic closeout submittal review) shall be submitted by the Contractor to the Owner with the final close-out documentation.
- J. The Contractor must also submit reports and records per the requirements of 6 NYCRR 372.2.
- K. Payment for disposal of hazardous waste will not be made until a fully executed signed copy of the manifest and certificate of recycling from the treatment or disposal facility certifying the amount of hazardous waste delivered is returned for each load of waste removed from the site and proof the original hazardous waste manifest was provided to the Owner, and copies provided to DASNY Code Compliance.
- L. The Owner shall file the annual report and fee report, if applicable, for the hazardous waste shipped.

END OF SECTION 02 86 00

APPENDIX A
SAMPLE BLANK PCB LDR FORM

NEW YORK STATE GENERATOR RESTRICTED WASTE NOTIFICATION/CERTIFICATION FOR PCB WASTES

ALL NEW YORK STATE GENERATORS WHO GENERATE PCB WASTES MUST ATTACH THIS
ADDENDUM TO THE UNIFORM HAZARDOUS WASTE MANIFEST
(THIS NOTIFICATION/CERTIFICATION IS ONLY APPLICABLE WITHIN THE STATE OF NEW YORK)

GENERATOR NAME:

EPA ID NO.:

SIGNATURE:

DATED:

MANIFEST NO:

This addendum to the uniform hazardous waste manifest must be completed for any New York State regulated hazardous waste generated in the State of New York. This form ensures that New York State generators comply with the notification requirements of 6 NYCRR Part 376. All New York State generators shipping PCB waste which is a New York State regulated hazardous waste must check the box and indicate the applicable waste code below.

- Check Here: The waste associated with the above manifest includes New York State Regulated PCB waste which is land restricted in the State of New York and is subject to 6 NYCRR Part 376.4(f). This waste shall be disposed of in accordance with 40 CFR 761. Pursuant to 376.4(f) (l) (i), B002 waste from any source other than a spill may not be stabilized or mixed with any other substance to conform with any provision of 40 CFR Part 761 regarding land disposal if the disposal occurs in the state of New York.

Check all which apply:

- B001 - PCB oil (concentrated) from transformers, capacitors, etc.
- B002 - Petroleum oil or other liquid containing 50 ppm or greater of PCBs, but less than 500 ppm PCBs.
- B003 - Petroleum oil or other liquid containing 500 ppm or greater of PCBs.
- B004 - PCB articles containing 50 ppm or greater of PCBs, but less than 500 ppm PCBs, excluding small capacitors.
- B005 - PCB articles, other than transformers, that contain 500 ppm or greater of PCBs, excluding small capacitors.
- B006* - PCB transformers. *PCB transformers* means any transformer that contains 500 ppm PCB or greater.
- B007* - Other PCB wastes, including contaminated soil, solids, sludges, clothing, rags and dredge material.

* Generators are required to certify that their B006 and/or B007 waste can be land disposed in accordance with 40 CFR Part 761 without further treatment if:

- a. The waste is a B006 and is a transformer which has been drained and flushed pursuant to 40CFR761.60(b)(l)(i)(B) or
- b. The waste is a B007 and does not contain PCBs which have been deliberately solicited.

- Check here if the B006 and/or B007 waste associated with this manifest conforms with either "a" or "b" and is intended for land disposal and sign this form at the top of the page. In accordance with 6 NYCRR Part 376.1 (g) (l)(ii) the generator makes the following certification:

"I certify under penalty of law that I personally have examined and am familiar with the waste, through analysis and testing or through knowledge of the waste, to support this certification that the waste complies with the treatment standards specified in part 376, section 376.4 and all applicable prohibitions set forth in subdivision 376.3(b) of Part 376 or RCRA section 3.04(d). I believe that the information I submitted is true, accurate, and complete. I am aware that there are significant penalties for submitting a false certification, including the possibility of a fine and imprisonment. "

APPENDIX B
SAMPLE BLANK C7 NYSDEC NOTIFICATION FORM

“C7” NOTIFICATION FOR GENERATORS

To: Training & Technical Support Section
Bureau of Technical Support
Division of Environmental Remediation
New York State Department of Environmental Conservation
625 Broadway
Albany, NY 12233-7020

Date: _____

Please be advised that _____
(generator’s company name)

(generator’s street address)
intends to use the

(description and citation of exemption or exclusion; e.g., scrap metal exemption of 6 NYCRR 371.1(g)(1)(iii)(b)) for

(describe waste stream)

that will be shipped from the above address to _____
(receiving company e.g., scrap metal dealer, recycler or smelter)

(receiving company address)

Please contact the undersigned at _____ if you have any questions.
(phone number)

Sincerely,

(print name of generator company representative)

(Optional – email address)

(signature of generator company representative)

Submission by email to info.sgg@dec.ny.gov is preferred.
If submitting by mail to the address above or by fax to 518-402-9020, please direct to Attn: Training & Technical Support Section

Please call (518) 402-9553 if you have any questions about how to complete this form.

APPENDIX C

WASTE DISPOSAL LOG



DASNY

DORMITORY AUTHORITY STATE OF NEW YORK WASTE DISPOSAL LOG

Facility Name: _____

Building Name/Number: _____

Project Name: _____

DASNY Project Number: _____

Abatement/Remediation Contractor: _____

Project Monitor Firm: _____

Load No.	Hauler Name	NYSDEC #	License Plate No.	Size of Container	Disposal Facility Name	Date Depart from Site	Date Received at Disposal Site	Date Shipment Record Returned

Comments: _____

Page _____ of _____



029000 LAWN RESTORATION

PART 1 - GENERAL

1.01 Summary

- A. This Section includes the following:
 - 1. Weed removal
 - 2. Sodding
 - 3. Topsoil and soil amendments
 - 4. Fertilizers and mulches
- B. Related Sections:
 - 1. 014000 (Quality Requirements).
 - 2. 016000 (Product Requirements).
 - 3. 017300 (Execution).

1.02 Submittals

- A. General: Submit each item in this Article according to the Conditions of the Contract and Division I Specification Sections.
- B. Product certificates signed by manufacturers certifying that their products comply with specified requirements.
 - 1. Manufacturer's certified analysis for standard products.
 - 2. Label data substantiating that planting materials comply with specified requirements.
- C. Certification of grass seed from seed vendor for each grass-seed mixture stating the botanical and common name and percentage by weight of each species and variety, and percentage of purity, germination, and weed seed. Include the year of production and date of packaging.
 - 1. Certification of each seed mixture for turfgrass sod, identifying source, including name and telephone number of supplier.
- D. Qualification data for firms and persons specified in the "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and address of architects and owners, and other information specified.
- E. Maintenance instructions recommending procedures to be established by Owner for maintenance of landscaping during an entire year. Submit before expiration of required maintenance periods.



1.03 Quality Assurance

- A. Installer Qualifications: Engage an experienced Installer who has completed landscaping work similar in material, design, and extent to that indicated for this Project and with a record of successful landscape establishment.
- B. Topsoil Analysis: Furnish a soil analysis made by a qualified independent soil-testing agency stating percentages of organic matter, inorganic matter (silt, clay, and sand), deleterious material, pH, and mineral and plant-nutrient content of topsoil.
 - 1. Report suitability of topsoil for growth of applicable planting material. State recommended quantities of nitrogen, phosphorus, and potash nutrients and any limestone, aluminum sulfate, or other soil amendments to be added to produce a satisfactory topsoil.

1.04 Delivery, Storage and Handling

- A. Packaged Materials: Deliver packaged materials in containers showing weight, analysis, and name of manufacturer. Protect materials from deterioration during delivery and while stored at site.
- B. Sod: Harvest, deliver, store, and handle sod according to the requirements of the American Sod Producers Association's (ASPA) "Specifications for Turfgrass Sod Materials and Transplanting/Installing." Deliver sod in time for planting within 24 hours of harvesting. Protect sod from breakage and drying.

1.05 Coordination

- A. Coordinate installation of planting materials during normal planting seasons for each type of plant material required.

1.06 Warranty

- A. General Warranty: The special warranty specified in this Article shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and shall be in addition to, and concurrent with, other warranties made by the Contractor under requirements of the Contract Documents.
- B. Remove and replace dead planting materials immediately unless required to plant in the succeeding planting season.
- C. Replace planting materials that are more than 25 percent dead or in an unhealthy condition at end of warranty period.

1.07 Lawn Maintenance

- A. Begin maintenance of lawns immediately after each area is planted and continue until acceptable lawn is established, but for not less than the following periods:
 - 1. Sodded Lawns: 30 days from date of Substantial Completion.



- B. Maintain and establish lawns by watering, fertilizing, weeding, mowing, trimming, replanting, and other operations. Roll, regrade, and replant bare or eroded areas and remulch to produce a uniformly smooth lawn.
- C. Watering: Provide and maintain temporary piping, hoses, and lawn-watering equipment to convey water from sources and to keep lawns uniformly moist to a depth of 4 inches.
- D. Mow lawns as soon as there is enough top growth to cut with mower set at specified height for principal species planted. Repeat mowing as required to maintain specified height without cutting more than 40 percent of the grass height. Remove no more than 40 percent of grass-leaf growth in initial or subsequent mowings. Do not delay mowing until grass blades bend over and become matted. Do not mow when grass is wet.
- E. Post fertilization: Apply fertilizer to lawn after first mowing and when grass is dry.

PART 2 - PRODUCTS

2.01 Grass Materials

- A. Turfgrass Species: Sod of grass species as follows, with not less than 95 percent germination, not less than 85 percent pure seed, and not more than 0.5 percent weed seed:
 - 1. Full Sun: Kentucky bluegrass (*Poa pratensis*), a minimum of three cultivars.
 - 2. Sun and Partial Shade: Proportioned by weight as follows:
 - a. 50 percent Kentucky bluegrass (*Poa pratensis*).
 - b. 30 percent chewings red fescue (*Festuca rubra* variety).
 - c. 10 percent perennial ryegrass (*Lolium perenne*).
 - d. 10 percent redtop (*Agrostis alba*).
 - 3. Shade: Proportioned by weight as follows:
 - a. 50 percent chewings red fescue (*Festuca rubra* variety).
 - b. 35 percent rough bluegrass (*Poa trivialis*).
 - c. 15 percent redtop (*Agrostis alba*).
- B. Sedum at North and South Pavilion ramps:
 - 1. Sedum rupestre "Angelina" (aka Angelina stonecrop).
 - 2. Healthy plants in 3½" pots, plant 8" on center. 22 plants/10 sq ft.

2.02 Topsoil

- A. Topsoil: ASTM D 5268, pH range of 5.5 to 7, 4 percent organic material minimum, free of stones 1 inch or larger in any dimension, and other extraneous materials harmful to plant growth.
 - 1. Topsoil Source: Reuse surface soil stockpiled on the site. Verify suitability of surface soil to produce topsoil meeting requirements and amend when necessary. Supplement with



imported topsoil when quantities are insufficient. Clean topsoil of roots, plants, sods, stones, clay lumps, and other extraneous materials harmful to plant growth.

2.03 Fertilizer

- A. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea-form, phosphorous, and potassium in the following composition:

PART 3 - EXECUTION

3.01 Examination

- A. Examine areas to receive landscaping for compliance with requirements and for conditions affecting performance of work of this Section. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.02 Lawn Planting Preparation

- A. Limit subgrade preparation to areas that will be planted in the immediate future.
- B. Loosen subgrade to a minimum depth of 4 inches. Remove stones larger than 1-1/2 inches in any dimension and sticks, roots, rubbish, and other extraneous materials.
- C. Spread planting soil mixture to depth required to meet thickness, grades, and elevations shown, after light rolling and natural settlement. Do not spread if planting soil or subgrade is frozen.
 - 1. Place approximately 1/2 the thickness of planting soil mixture required. Work into top of loosened subgrade to create a transition layer and then place remainder of planting soil mixture.
 - 2. Allow for sod thickness in areas to be sodded.
- D. Preparation of Unchanged Grades: Where lawns are to be planted in areas unaltered or undisturbed by excavating, grading, or surface soil stripping operations, prepare soil as follows:
- E. Grade lawn and grass areas to a smooth, even surface with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades. Limit fine grading to areas that can be planted in the immediate future. Remove trash, debris, stones larger than 1-1/2 inches in any dimension, and other objects that may interfere with planting or maintenance operations.
- F. Moisten prepared lawn areas before planting when soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.
- G. Restore prepared areas if eroded or otherwise disturbed after fine grading and before planting.

3.03 Sodding

- A. Lay sod within 24 hours of harvesting. Do not lay sod if dormant or if ground is frozen or muddy.
- B. Lay sod to form a solid mass with lightly fitted joints. Butt ends and sides of sod; do not stretch or overlap. Stagger sod strips or pads to offset joints in adjacent courses. Avoid damage to subgrade or sod during installation. Tamp and roll lightly to ensure contact with subgrade, eliminate air pockets, and form a smooth surface. Work sifted soil or fine sand into minor cracks between pieces of sod; remove excess to avoid smothering sod and adjacent grass.
 - 1. Lay sod across angle of slopes exceeding 1:3.
 - 2. Anchor sod on slopes exceeding 1:6 with wood pegs spaced as recommended by sod manufacturer but not less than 2 anchors per sod strip to prevent slippage.
- C. Saturate sod with fine water spray within two hours of planting. During first week after planting, water daily or more frequently as necessary to maintain moist soil to a minimum depth of 1- 1/2 inches below sod.

3.04 Sedum

- A. Remove existing soil at ramps to a level 12" below designated finish grade.
- B. Provide lightly compacted sandy loam topsoil to designated finish grade.
- C. Plant in staggered rows.

3.05 Cleanup and Protection

- A. During landscaping, keep pavements clean and work area in an orderly condition.
- B. Protect landscaping from damage due to landscape operations) operations by other contractors and trades, and trespassers. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged landscape work as directed.

3.06 Disposal of Surplus and Waste Materials

- A. Disposal: Remove surplus soil and waste material, including excess subsoil, unsuitable soil, trash, and debris, and legally dispose of it off the Owner's property.

END OF SECTION 029000



030100 CONCRETE RESTORATION

PART 1 - GENERAL

1.01 Summary

- A. This Section includes restoration of concrete spalls and cracks, and other aesthetic and structural restorative treatments to concrete.
- B. Related Sections:
 - 1. 014000 (Quality Requirements).
 - 2. 016000 (Product Requirements).
 - 3. 017300 (Execution).
 - 4. 075419 (Thermoplastic Membrane Roofing).
 - 5. 075600 (Fluid Applied Roofing).

1.02 Submittals

- A. Product Data: For each product specified in Part 2 - Products.
- B. Samples:
 - 1. Injection Ports: One for each type to be incorporated in the Work.
- C. Manufacturer Approved Installer Credentials: Prior to pre-installation conference, submit installer credentials issued by manufacturer of concrete restoration products.
- D. Field Quality Control Test Reports:
 - 1. Concrete Spall Restoration Bond Strength Test Reports.
- E. Warranty Prerequisites:
 - 1. Prior to pre-installation conference, submit the following:
 - a. Warranty letter of intent, and evidence of manufacturer approval.
 - b. Sample warranty and warranted application procedures from manufacturer.
 - 2. Manufacturer Inspection Reports/Certifications (On-demand).

1.03 Performance Requirements

- A. Performance of Concrete Spall Restoration: Minimum tensile and bond strength shall be 200 psi.

1.04 Quality Assurance

- A. Comply with the following, except where exceeded by the requirements in this Section:
1. ACI 224 "Cracking."
 2. ACI 503 "Adhesives for Concrete."
 3. ACI 546 "Repair of Concrete."
- B. Pre-installation Conference: Prior to starting concrete restoration Work, conduct an on-site conference to review the detailed requirements of the Work.
1. Attendees shall include Contractor's Project manager and superintendent, Architect's Project representative, Owner's Project representative, manufacturer's authorized representative, manufacturer approved installer. Provide seven (7) business days advance notice to attendees.
 2. Agenda shall include:
 - a. Manufacturer approved installer credentials.
 - b. Sample warranties and warranted application procedures.
 - c. Project construction schedule.
 - d. Weather conditions.
 - e. Condition of substrate and preparation.
 - f. Proposed equipment.
 - g. Mixing procedures.
 - h. Installation sequence.
 - i. Quantification procedures.
 - j. Curing procedures.
 - k. Mockups.
 - l. Tests and inspections.

1.05 Tests and Inspections

- A. Field Quality Control Testing:
1. Concrete Spall Restoration Tensile and Bond Strength Testing:
 - a. Performance Models: Architect will determine three (3) locations for each spall restoration detail, where spall restoration has occurred, to be used as performance models for field testing.
 - b. Testing: Immediately following manufacturer's recommended time period for development of bond, conduct pull tests in accordance with ASTM C 1583 / ASTM C 1583M on each performance model to measure tensile and bond strength of each concrete spall restoration performance model. Arrange for Architect and manufacturer's authorized representative to be present at testing, provide five (5) business days' notice.

- c. Test Reports: Reports shall include date of test, location, date concrete spall restoration was installed, test method, and test results.
- d. Acceptance: Obtain Architect's written acceptance of test reports before proceeding with the Work.

1.06 Project Conditions

- A. Weather Condition Limitation: Proceed with concrete restoration Work only when existing and forecasted weather conditions will permit Work to be performed in accordance with manufacturers' recommendations and warranty requirements.

1.07 Warranty

- A. Product Manufacturer's Warranty:
 - 1. Prior to starting concrete restoration work, Contractor shall submit a "letter of intent" to warranty the work, in accordance with this Warranty article, to the manufacturer, and obtain manufacturer's approval of same.
 - 2. Written form in which manufacturer agrees to furnish concrete restoration products and labor to repair or replace those areas of concrete restoration that do not comply with performance and other requirements specified in the Contract Documents during the warranty period.
 - 3. Warranty period for coated or sealed concrete repairs: Five (5) Years.
- B. Manufacturer's Inspection and Certification:
 - 1. Coordinate inspections required by manufacturer. Provide three (3) business days' notice to manufacturer's authorized representative to inspect Work at the required milestones or intervals. No Work is to proceed until after each inspection is completed with written acceptance by manufacturer's authorized representative.
 - 2. Upon acceptance of completed Work by manufacturer, obtain manufacturer's certification stating that the Work complies with the requirements for Warranty.

PART 2 - PRODUCTS

2.01 General

- A. Product Source Limitation: Concrete restoration products are intended to be installed as a warranted system. Use only compatible products from the same manufacturer without exception, unless authorized in writing by Architect, and approved in advance by manufacturer.
- B. Listed Products: In some cases, a listed product has a companion product (i.e. a product which is a slightly modified version of a listed product) associated with it, designated by enclosing brackets ("[]"). Where applicable, companion products are recommended by the manufacturer for better adapting to certain conditions (e.g. temperature, pot life).



2.02 Repair Mortars

A. **Concrete Deck Repair Mortar**

1. Very Rapid Setting Mortar:

- a. **MasterEmaco T 1060** BASF
- b. **SikaQuick 2500** SIKA

2. Extended Working Time Mortar:

- a. **MasterEmaco T 1061** BASF
- b. **SikaQuick 1000** SIKA

PART 3 - EXECUTION

3.01 General

- A. All concrete restoration work shall be sealed and coated as indicated on Drawings, or as otherwise directed by Architect. Refer to Section 099723 (Concrete and Masonry Coatings).

3.02 Manufacturer's Instructions and Recommendations

- A. Comply with manufacturer's written installation instructions and recommendations for applications indicated.
- B. If written instructions are not available or do not apply to Project conditions, consult manufacturer's authorized representative for specific recommendations before proceeding with Work. Document such recommendations in detail and submit to Architect along with Product Data.

END OF SECTION 030100

034900

GLASS-FIBER REINFORCED CONCRETE

PART 1 - GENERAL

1.01 Summary

- A. This Section includes glass-fiber reinforced concrete (GFRC) unit repairs and replacement.
- B. Related Sections:
 - 1. 014000 (Quality Requirements).
 - 2. 016000 (Product Requirements).
 - 3. 017300 (Execution).
 - 4. 079200 (Joint Sealants).
 - 5. 099713 (Steel Coatings).

1.02 Submittals

- A. Product Data: For each product specified in Part 2 - Products.
- B. Samples:
 - 1. GFRC: Representative of finished exposed face of GFRC showing the full range of colors and textures indicated, 12 inches square and 3/4 inch thick.
- C. Source Quality Control Test Reports.
 - 1. GFRC Manufacture Test Reports (On-demand).
- D. Pre-construction Test Reports:
 - 1. Anchorage (to Backup) Pull-out Test Reports.
- E. Warranty Prerequisites:
 - 1. Sample Warranty: Prior to pre-installation conference, submit sample warranty and warranted application procedures from manufacturer.
 - 2. Manufacturer Inspection Reports/Certifications (On-demand).
- F. Shop Drawings: For each unit type showing the following:
 - 1. Elevations, sections, dimensions, relationship to adjacent materials, support frame details, and joint and connection details.
 - 2. Thickness of facing mix, GFRC backing, reinforcement, and bonding pads where applicable.
 - 3. Finishes.
 - 4. Design loads.



5. Size, location and details of connection hardware and anchors attached to structure.
6. Lifting loops, and erection details.
7. Engineering Calculations (Delegated Design): Prepared by a qualified professional engineer, indicating that units and accessories (e.g., hardware, anchors, etc.) as indicated on Shop Drawings are of adequate strength and size to resist all code mandated loads without overstress (using a factor of safety of 4), both in completed configuration, and during installation.

1.03 Performance Requirements

- A. GFRC shall conform to the following specifications, at 28 days after manufacturing:
 1. Shell Thickness: 1/2-inch
 2. Glass Fiber: 5% - 6% by weight
 3. Compressive Strength: 7,000 psi (edgewise)
 4. Flexural Yield Strength: 1,000 psi
 5. Flexural Ultimate Strength: 2,500 psi
 6. Weight: 3-5 lbs/sf

1.04 Quality Assurance

- A. Comply with the following:
 1. PCI MNL 128 "Recommended Practice for Glass Fiber Reinforced Concrete Panels."
 2. PCI MNL 130 "Manual for Quality Control for Plants and Production of Glass Fiber Reinforced Concrete Products."
- B. GFRC Manufacturer: A qualified manufacturer that participates in PCI's Plant Certification Program and is designated a PCI-Certified Plant for Group G - Glass Fiber Reinforced Concrete.
- C. Pre-installation Conference: Prior to starting GFRC Work, conduct an on-site conference to review the detailed requirements of the Work.
 1. Attendees shall include Contractor's Project manager and superintendent, Architect's Project representative, Owner's Project representative, manufacturer's authorized representative, manufacturer approved installer. Provide seven (7) business days advance notice to attendees.
 2. Agenda shall include:
 - a. Manufacturer approved installer credentials.
 - b. Sample warranties and warranted application procedures.
 - c. Project construction schedule.
 - d. Weather conditions.
 - e. Surface preparation / proposed demolition equipment.
 - f. Installation sequence.

- g. Mockups.
- h. Tests and inspections.
- i. Quantification procedures.

1.05 Tests and Inspections

A. Source Quality Control Testing:

1. GFRC Manufacture Testing: GFRC Manufacturer shall establish and maintain a quality-control program for manufacturing GFRC units according to PCI MNL 130 "Manual for Quality Control for Plants and Production of Glass Fiber Reinforced Concrete Products."
 - a. Test Specimens and Testing:
 - 1) Prepare test specimens and test according to ASTM C 1228, PCI MNL 130, and PCI MNL 128 "Recommended Practice for Glass Fiber Reinforced Concrete Panels" procedures.
 - 2) Test GFRC inserts and anchors according to ASTM C 1230 to validate design values, including the applicable factor of safety.
 - 3) Produce test specimens (boards) at a rate not less than one per work shift per operator for each spray machine and for each mix design. For each test specimen (board), determine glass-fiber content according to ASTM C 1229, and flexural yield and ultimate strength according to ASTM C 947.
 - b. Test Reports: Maintain test log including date of test, test description, products (materials) tested, test method, and test results.

B. Pre-construction Testing:

1. Anchorage (to Backup) Pull-out Testing:
 - a. Performance Models: Construct performance models of anchorage into existing backup construction. Individual models shall be constructed for each anchor and backup construction configuration required for GFRC installation, at locations determined by Architect.
 - b. Testing: Perform pull-out tests on each anchorage performance model.
 - 1) Arrange for Architect to be present at testing, provide five (5) business days' notice.
 - 2) Retest as necessary until satisfactory results are obtained.
 - c. Test Reports: Reports shall include date of test, location, products used, test method, and test results stating whether anchorage to backup construction complies, or does not comply with load requirements indicated on Shop Drawings, including the applicable factor of safety.
 - d. Acceptance: Obtain Architect's written acceptance of test results before proceeding with GFRC installation Work.



1.06 Warranty

- A. GFRC Units Manufacturer’s Warranty: Written form in which manufacturer agrees to furnish GFRC units to repair or replace those that do not comply with performance and other requirements specified in the Contract Documents during the warranty period.
 - 1. Warranty Period: **5 Years**
- B. Manufacturer's Inspection and Certification:
 - 1. Coordinate inspections required by manufacturer. Provide three (3) business days’ notice to manufacturer's authorized representative to inspect Work at the required milestones or intervals. No Work is to proceed until each inspection is completed with written acceptance by manufacturer's authorized representative.
 - 2. Upon acceptance of completed Work by manufacturer, obtain manufacturer's certification stating that the Work complies with the requirements for Warranty.

PART 2 - PRODUCTS

2.01 Glass-Fiber Reinforced Concrete (GFRC)

- A. **GFRC Units**
 - a. GFRC Materials:
 - 1) Portland Cement: **ASTM C 150 or C 595** Type IL
 - 2) Aggregate: **ASTM C 144** manufactured sand unless otherwise specified
 - 3) Fiberglass Reinforcement: Alkali-resistant fiberglass filaments with a minimum zirconia content of 16 percent. PCI MNL 130 compliant and nominal glass content of 2.5 to 3.5% by weight. CEM-FIL 60 by Owens Corning or approved equal. Continuously introduce into the GFRC mix for all backing coats to produce a continuously dispersed fiberglass mat reinforcement. Do not insert fiberglass mats or scrims.
 - 4) Water: Certification that water is potable
 - 5) Pigment: **ASTM C 979** shall not exceed 8% of cement weight
 - 6) Admixtures:
 - a) Polymer Curing (TEC-10): **ASTM C 494**
 - b) Pozzolan (Silica Fume) **ASTM C 1290**
 - 7) GFRC Sealer: Prosoco Siloxane or approved equal
 - b. Fabrication dimensions shall be held to permit installation within the following tolerances:
 - 1) Face width of joints: 1/8-inch out of plane (unit to unit)
 - 2) Variation in plumb: 1/4-inch in 10 feet
 - 3) Variation in level:..... 1/4-inch in 10 feet

- c. Mold Release Agents: Shall not interfere with the adhesion of sealants or finishes specified under normal preparation requirements.
 - d. Hoisting Loops: Provide stainless steel hoisting loops, for units too large to be handled manually. Loops shall be cast integrally with the unit. Loops shall not penetrate any exposed surface of any unit.
 - e. Surface: Fabricated units to provide a smooth surface, free of pockets, sand streaks, and honeycomb, finished by blast cleaning and/or acid washing to achieve the specified surface finish.
 - f. Support Frames and Embedded Support Anchors: Support frames shall be designed by the manufacturer and fabricated of track and stud or steel tubing sections of sufficient strength to support the GFRC units, with flexible connections to permit relative movement of the GFRC and the attachment frame.
 - g. Through-bolt attachments: When through-bolt attachments are used for suspended pieces, stainless steel washers shall be embedded in the GFRC mix, and a countersunk area shall be provided for the attachment nut, including wrench clearance. Any exposed fasteners shall be recessed and designed to be field patched smooth.
 - h. Welded joints shall be protected by rust inhibitive coating Type 2E, as specified in Section 099713 (Steel Coatings).
 - i. Anchors and fasteners for attachment to structural steel work shall be provided by the GFRC manufacturer unless otherwise specified.
 - j. Control Joints: Manufacturer shall design units with adequate control joints for sealing and patching in the field.
 - k. Cleaning: Manufacturer shall remove all surfaces contamination prior to shipment, to provide a clean, uniform appearance.
2. Acceptable Manufacturers: Subject to compliance with the requirements, following is a list of acceptable manufacturers offering GFRC castings:
- a. David Kucera, Inc.
 - b. Essex Works
 - c. Towne House Restorations
 - d. Vestacast

PART 3 - EXECUTION

3.01 Removal of Existing GFRC Units

- A. Comply with Section 024119 (Selective Demolition).
- B. Document existing GFRC and anchorage configuration as required for production of new replacement GFRC.
- C. Retain removed damaged GFRC units as test specimen for mock-ups, samples, and compatibility testing with new sealant, chemical cleaner, water repellent and spall repair products.

3.02 Manufacturer's Instructions and Recommendations

- A. Comply with manufacturer's written installation instructions and recommendations for applications indicated.

3.03 Installation of GFRC Units

- A. Lift GFRC units with suitable lifting devices at points provided by the manufacturer, and set level, plumb, square and true within the allowable tolerances. Provide temporary supports and bracing as required to maintain position, stability and alignment as units are being permanently connected.
- B. Install and connect GFRC units as shown on Drawings and on approved Shop Drawings.

3.04 GFRC Spall Repair

- A. Surface Preparation: Remove any loose material and debris from hole in existing GFRC and clean adjacent surfaces to receive repair.
- B. GFRC Patching Kit
 - 1. Prepare GFRC surface for patching and mix patching supplied from GFRC manufacturer according to their specifications. Color to match existing GFRC.
 - 2. Acceptable Manufacturers: Subject to compliance with the requirements, following is a list of acceptable manufacturers offering GFRC patching:
 - a. David Kucera, Inc.
 - b. Essex Works
 - c. Towne House Restorations
 - d. Vestacast

3.05 Cleanup

- A. Cleaning tools, products, and methods shall be approved by manufacturer.
 - 1. After installation, Contractor shall clean soiled GFRC surfaces with detergent and water, or other materials as recommended by manufacturer, using fiber brush and sponge, and rinse thoroughly with clean water.
 - 2. Use extreme care to prevent damage to GFRC surfaces and to adjacent materials. Soiled surface must be thoroughly rinsed with clean water immediately after using cleaner.

END OF SECTION 034900



040130 TERRA COTTA RESTORATION

PART 1 - GENERAL

1.01 Summary

- A. This Section includes terra cotta composite patching, crack repair, glaze repair, and coating.
- B. Related Sections:
- C. Related Sections:
 - 1. 014000 (Quality Requirements).
 - 2. 016000 (Product Requirements).
 - 3. 017300 (Execution).
 - 4. 024119 (Selective Demolition).
 - 5. 040513 (Masonry Mortar).
 - 6. 040519 (Masonry Anchorage and Reinforcing).
 - 7. 079200 (Joint Sealants).

1.02 Submittals

- A. Product Data: For each product specified in Part 2 - Products.
- B. Samples:
 - 1. Patching Compound: For each type and color of patching compound to be incorporated in the Work. Samples shall be fully cured.
 - 2. Coating Materials: For each coating type, color and combination to be incorporated in the Work. Samples shall be fully cured, minimum 4" square; label each coat.
- C. Special Inspection Reports.
- D. Manufacturer Approved Installer Credentials: Prior to pre-installation conference, submit installer credentials issued by manufacturer of terra cotta restoration products.
- E. Warranty Prerequisites:
 - 1. Sample Warranty: Prior to pre-installation conference, submit sample warranty and warranted application procedures from manufacturer.
 - 2. Manufacturer Inspection Reports/Certifications (On-demand).

1.03 Quality Assurance

- A. Comply with the following for restoration of existing terra cotta units.

1. NPS Preservation Brief 7 “The Preservation of Historic Glazed Architectural Terra Cotta” by de Teel Patterson Tiller
- B. Pre-installation Conference: Prior to starting terra cotta restoration Work, conduct an on-site conference to review the detailed requirements of the Work.
 1. Attendees shall include Contractor’s Project manager and superintendent, Architect’s Project representative, Owner’s Project representative, manufacturer’s authorized representative, manufacturer approved installer. Provide seven (7) business days advance notice to attendees.
 2. Agenda shall include:
 - a. Manufacturer-approved installer credentials.
 - b. Sample warranties and warranted application procedures.
 - c. Project construction schedule.
 - d. Weather conditions.
 - e. Surface preparation / proposed demolition equipment.
 - f. Mixing procedures.
 - g. Installation sequence.
 - h. Curing procedures.
 - i. Mockups.
 - j. Tests and inspections.
 - k. Quantification procedures.

1.04 Project Conditions

- A. Weather Conditions: Proceed with restoration Work only when existing and forecasted weather conditions will permit Work to be performed in accordance with manufacturers’ recommendations and warranty requirements.
- B. Cold Weather: Perform work in accordance with ACI 530.1 (current edition).
- C. Hot Weather: Perform work in accordance with ACI 530.1 (current edition).
- D. At end of working day, or during rainy weather, cover masonry work exposed to weather with waterproof coverage and securely anchor as necessary.
- E. Protection: Adequately protect and do not damage exist construction to remain.

1.05 Tests and Inspections

- A. Special Inspections: Comply with special inspection requirements of authorities having jurisdiction including, but not limited to, those indicated on Drawings.

1.06 Warranty

- A. Terra Cotta Restoration Products Manufacturer's Warranty: Written form in which manufacturer agrees to furnish terra cotta restoration products to repair or replace those that



do not comply with performance and other requirements specified in the Contract Documents during the warranty period.

1. Warranty Period: 5 years

B. Manufacturer's Inspection and Certification:

1. Coordinate inspections required by manufacturer. Provide three (3) business days' notice to manufacturer's authorized representative to inspect Work at the required milestones or intervals. No Work is to proceed until each inspection is completed with written acceptance by manufacturer's authorized representative.
2. Upon acceptance of completed Work by manufacturer, obtain manufacturer's certification stating that the Work complies with the requirements for Warranty.

PART 2 - PRODUCTS

2.01 Injection Grouts

A. **Micro Injection Grout (Hairline to 3/16")**

- | | |
|----------------------|--------------------------------|
| 1. Jahn M32 | Cathedral Stone Products, Inc. |
| 2. Pump-X53iL | Edison Coatings, Inc. |

B. **Crack and Void Injection Grout (3/16" and up)**

- | | |
|---|--------------------------------|
| 1. Jahn M40 Crack and Void Injection Grout | Cathedral Stone Products, Inc. |
| 2. Pump-X53i | Edison Coatings, Inc. |
| 3. Pump-X53iE | Edison Coatings, Inc. |

Expanding grout, not suitable for historic or low-strength masonry.

2.02 Repair Coatings

- A. Product Callout Abbreviations Key: Patching compound callouts (e.g. Repair Coating: SC) include the following abbreviations:

E Existing Matte Coating

B. **Repair Coating: E**

- | | |
|---|--------------------------------|
| 1. CSP Potassium Silicate Coating
(2 Coat)
Color: (Match Existing Off-White)
Sheen: (Matte) | Cathedral Stone Products, Inc. |
| 2. ElastoWall 351
(2 Coat)
Color: (Match Existing Off-White)
Sheen: (Matte) | Edison Coatings, Inc. |



2.03 Patching Compounds

A. Patching Compound

1. **Jahn M100** Cathedral Stone Products, Inc.
Minimum patch depth: 1/2"
2. **Custom System 45 Type TC** Edison Coatings, Inc.
Minimum patch depth: 1/4"
3. **Thin-Fill 55 Refilling Mortar** Edison Coatings, Inc.
For thin-section patches 1/32" to 1/8" depth

2.04 Adhesives

A. Epoxy Adhesive

1. **Sikadur 32 Hi Mod LPL Epoxy** Sika Corporation
2. **Flexi-Weld 520 Masonry Adhesive** Edison Coatings, Inc.
3. **Flexi-Weld 520T Masonry Adhesive** Edison Coatings, Inc.

2.05 Mortar

- A. Comply with Section 040513 (Masonry Mortar).

2.06 Joint Sealants

- A. Comply with Section 079200 (Joint Sealants).

2.07 Crack Sealer

A. Temporary Non-staining Crack Sealer

1. Comply with manufacturer's recommendation for temporary non-staining crack sealer.

2.08 Accessories

A. Injection Ports (HDP)

1. For Drilled Socket:
 - a. **Injecti-Port I** Lily Corporation
2. For Surface Mount:
 - a. **Injecti-Port II** Lily Corporation
3. For Surface Mount at Interior Corners:



a. Nestler P-380

Lily Corporation

PART 3 - EXECUTION

3.01 Terra Cotta Patch Repair (Patching Compound)

- A. Refer to Drawings for details and extent of terra cotta patch repairs.

3.02 Manufacturer's Instructions and Recommendations

- A. Comply with manufacturer's written installation instructions and recommendations for applications indicated.
- B. If written instructions are not available or do not apply to Project conditions, consult manufacturer's authorized representative for specific recommendations before proceeding with Work. Document such recommendations in detail and submit to Architect along with Product Data.

3.03 Terra Cotta Crack Repair

- A. Refer to Drawings for details and extent of terra cotta crack repairs.
- B. Follow manufacturer guidelines for preparation and application of Injection Grout.
- C. Immediately clean grout overflow, and remove temporary non-staining crack sealer.
- D. Apply patching mortar in crack or routed area and finish to match adjoining surface.

3.04 Repointing

- A. Removal of Existing Mortar Joint: Comply with Section 024119 (Selective Demolition).
- B. Comply with Contract Documents for repointing mortar joints.

3.05 Coatings

- A. Apply coating(s) according to manufacturer's recommendations. Allow required cure time for patch materials prior to coating.
- B. Apply coating(s) to repairs to match adjoining terra cotta surface or entire unit as indicated on the drawings.

3.06 Protection

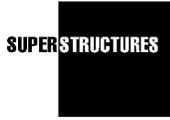
- A. Protect existing terra cotta during construction as follows:
 - 1. Cover tops of walls with non-staining, waterproof sheeting at end of each day's work. Cover partially completed structures when work is not in progress. Extend cover a minimum of 24 inches down both sides and hold securely in place.

2. Prevent staining of terra cotta from mortar, grout, sealants, and other sources. Immediately remove such materials without damaging terra cotta.
3. Protect base of walls from rain-splashed mud and mortar splatter by coverings spread on ground and over wall surface.
4. Protect sill, ledges, and projections from mortar and sealant droppings.

3.07 Cleanup

- A. After mortar is thoroughly set and cured, remove matter accumulated during construction and wash down masonry as follows:
 1. Remove large mortar particles by hand with wooden paddles and non-metallic scrap hoes or chisels.
 2. Wash Down:
 - a. Test wash down methods on sample panels before proceeding with wash down of masonry surfaces.
 - b. Wash down terra cotta masonry in accordance with National Park Service Preservation Brief #1 "Assessing Cleaning and Water-Repellent Treatments for Historic Masonry Buildings" by Robert C. Mack, FAIA, Anne Grimmer, 2000. Do not use wire brushes, steel wool, acid or alkali cleaning agents, cleaning compounds with caustic or harsh fillers, or other materials or methods that could damage terra cotta masonry.

END OF SECTION 040130



040513 MASONRY MORTAR

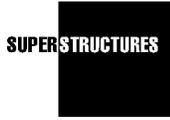
PART 1 - GENERAL

1.01 Summary

- A. This Section includes masonry mortar materials.
- B. Related Sections:
- C. Related Sections:
 - 1. 014000 (Quality Requirements).
 - 2. 016000 (Product Requirements).
 - 3. 017300 (Execution).
 - 4. 034900 (Glass-fiber Reinforced Concrete).
 - 5. 040130 (Terra Cotta Restoration).
 - 6. 079200 (Joint Sealants).

1.02 Submittals

- A. Product Data Sheets: For each product specified in Part 2 - Products.
- B. Mix Design:
 - 1. Proportions of ingredients for each type of mortar specified.
 - 2. Where Pre-blended (Pre-bagged with Aggregates) mortars are specified, Manufacturer shall provide material certificates including description of mortar type indicating proportion or property specification, and conformance with ASTM C270 and ASTM C1714.
- C. Samples:
 - 1. Mortar Components: Dry samples (minimum 4 oz.) of each component.
 - a. Cement.
 - b. Lime.
 - c. Pigment (color).
 - d. Sand (aggregate) samples.
 - 2. Scuffed Mortar (showing exposed aggregate): For each mortar expected to be incorporated in the Work. Samples shall be fully cured and scuffed (showing exposing aggregate), 6 inch long x 1/2 inch wide strips set in aluminum or plastic channels.
 - 3. Tooled-only Mortar: For each mortar expected to be incorporated in the Work. Samples shall be fully cured and tooled-only (unscuffed), 6" long x 1/2" wide, set in aluminum or plastic channels.



D. Special Inspection Reports.

E. Field Quality Control Test Reports:

1. Mortar Test Reports: If not in conflict with special inspections, submit within 24 hours after test is conducted.

1.03 Quality Assurance

A. Comply with the following:

1. Brick Industry Association (BIA)
2. National Concrete Masonry Association (NCMA)

1.04 Tests and Inspections

A. Special Inspections: Comply with special inspection requirements of authorities having jurisdiction including, but not limited to, those indicated on Drawings.

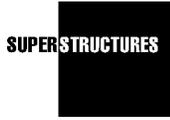
B. Field Quality Control:

1. If not in conflict with, or covered by special inspections, comply with the following:
 - a. ASTM C780.
2. Preconstruction Evaluation: Provide enough dry materials for one set of tests prior to construction.
3. Construction Evaluation: Provide test specimen of mortar batch mix for every one thousand (1000) square feet of wall surface area or periodically upon request.
 - a. Mortar Aggregate Ratio Test Method (A4)
 - b. Compressive Strength of Molded Masonry Mortar (A6) and Mortar Air Content Test Method (A5)

1.05 Project Conditions

A. Cold Weather Protection:

1. Provide protection when ambient air temperature is below 40° F, or is expected to fall below 40° F within 48 hours after completion of Work, as follows:
 - a. 40° F to 32° F:
 - 1) Heat sand or mixing water to produce mortar temperatures between 40° F and 120° F.
 - 2) Protect from rain or snow; completely cover with weather-resistive membrane for 24 hours.
 - b. 32° F and Below: No Work permitted.
2. Do not lower freezing point of mortar by use of antifreeze, calcium chloride, or other additives.



PART 2 - PRODUCTS

2.01 General

- A. Refer to Drawings for color and texture of exposed mortars.
- B. Pigmented Portland cement-lime should be used to achieve the required color in exposed mortars.
- C. Use aggregates (sand) that match color and grain size of original aggregates as closely as possible.
- D. All mortars specified shall comply with ASTM C 270, type as indicated.
- E. Mortar components shall comply with the following:
 - 1. Portland cement: ASTM C 150, Type I or Type II; gray or non-staining white. Portland cement for use with limestone shall contain no more than 0.60 percent total alkali when tested according to ASTM C 114.
 - 2. Hydrated Lime: ASTM C 207, Type S
 - 3. Aggregates (for mortar): ASTM C 144
 - 4. Coloring Agent (Pigments): Alkali stable as approved by in writing by Architect.
 - 5. Admixtures: None, unless approved in writing by Architect.
 - 6. Water: Potable

2.02 Mortar

A. **Mortar: ASTM C 270 Type N**

1. Field Mixed, Separate Components

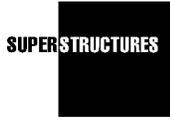
Portland Cement:	Portland Cement Type I	Lehigh Portland Cement Co.
Lime:	Lime Type S	Graymont, Inc.
Pigment:	Pigment (Alkali Stable)	Rainbow Color
Aggregates:	Sand	George Schofield & Sons

2. Pre-blended, Aggregates Added in Field

PCL and Color:	Color Portland Cement Lime Mortar (Type N)	Glen Gery
Aggregates:	Sand	George Schofield & Sons

OR

PCL and Color:	Pre-blended Portland Cement Lime Color (Type N)	Lehigh Portland Cement Co.
Aggregates:	Sand	George Schofield & Sons



3. Pre-blended (Pre-bagged with Aggregates)
 - a. Spec-Joint 46 Custom Color (Type N) Edison Coatings, Inc.
 - b. Spec Mix Pre-blended PCL Sand Color (Type N) Spec Mix, Inc.

2.03 Mortar Mixing

- A. Measuring: Measure all ingredient materials in a dry condition by volume or equivalent weight. Do not measure by shovel.
- B. Mixing: Mix materials in a clean mechanical batch mixer.
 1. Thoroughly mix cement, lime, pigment, and aggregate materials together before adding any water.
 2. Mix again adding only enough water to produce a damp, unworkable mix which will retain its form when pressed into a ball. Let mortar stand in this dampened condition for 15 minutes to allow for pre-hydration.
 3. Add remaining water in small portions until mortar of desired consistency is reached. Use mortar within 1 hour of final mixing. Do not re-temper or use partially hardened material.

PART 3 - EXECUTION

3.01 General

- A. Comply with Contract Documents for mortaring requirements (e.g. mortar bedding and jointing, repointing mortar joints, and parging (plastering) masonry walls).

3.02 Manufacturer's Instructions and Recommendations

- A. Comply with manufacturer's written installation instructions and recommendations for applications indicated.
- B. If written instructions are not available or do not apply to Project conditions, consult manufacturer's authorized representative for specific recommendations before proceeding with Work. Document such recommendations in detail and submit to Architect along with Product Data.

END OF SECTION 040513



040519

MASONRY ANCHORAGE AND REINFORCING

PART 1 - GENERAL

1.01 Summary

- A. This Section includes anchors and fastening systems for masonry.
- B. Related Sections:
 - 1. 014000 (Quality Requirements).
 - 2. 016000 (Product Requirements).
 - 3. 017300 (Execution).
 - 4. 034900 (Glass-fiber Reinforced Concrete).
 - 5. 040130 (Terra Cotta Restoration).
 - 6. 040513 (Masonry Mortar).

1.02 Submittals

- A. Product Data: For each product specified in Part 2 - Products.
- B. Samples:
 - 1. Anchors and Fasteners: For each type to be incorporated in the Work.
- C. Pre-construction Test Reports:
 - 1. Anchorage Pull-out Test Reports.
- D. Certificates:
 - 1. ICC-ES (Evaluation Service) Reports, for each adhesive or capsule anchor specified.

1.03 Quality Assurance

- A. Comply with ACI/CRSI Adhesive Anchor Installer Certification Program requirements for all adhesive anchor installers.

1.04 Tests and Inspections

- A. Testing:
 - 1. Performance Models: Construct performance models of anchorage into existing substrate material. Individual models shall be constructed for each anchor and substrate material configuration required for the Work, at locations determined by Architect.
 - 2. Pre-construction Testing:



- a. Perform tensile proof load pull-out tests (herein referred to as “pull-out tests”) on each anchorage performance model.
 - 1) Arrange for Architect to be present at testing, provide five (5) business days’ notice.
- b. Testing: Three (3) of each type and size of drilled-in anchor shall be proof loaded by the independent testing laboratory.
 - 1) Strength Design Testing (LRFD): Test in accordance with values indicated in manufacturer’s design manual.
 - 2) Allowable Stress Design Testing (ASD): Test in accordance with manufacturer’s allowable stress recommendations, multiplied by a factor of safety of 1.5.
- 3. Construction Pull-out Testing:
 - a. Testing: **3%** of each type and size of drilled-in anchor shall be proof loaded by the independent testing laboratory. Adhesive anchors and capsule anchors shall not be torque tested unless otherwise directed by the Engineer. If **any** of the tested anchors fail to achieve the specified torque or proof load within the limits as defined on the Drawings, all anchors of the same diameter and type as the failed anchor shall be tested, unless otherwise instructed by the Engineer.
 - 1) Tension testing should be performed in accordance with ASTM E488.
 - 2) Retest as necessary until satisfactory results are obtained.
 - b. Test Reports: Reports shall include date of test, location, products used, test method, and test results stating whether anchorage complies, or does not comply with the manufacturer’s listed allowable load capacity.
 - c. Acceptance: Obtain Architect or Engineer’s written acceptance of test results before proceeding with installation Work.
 - d. Anchor type, diameter and minimum embedment shall be as shown on the Drawings or approved Shop Drawings.

B. Special Inspection:

- 1. Periodic special inspection must be performed where required in accordance with related ICC-ES Report (ICC-ESR), per table below.
- 2. ICC-ES Report (ICC-ESR) numbers listed are for reference only. Verify ICC-ESR with anchor manufacturer.

Manufacturer	Product	ICC-ES Report
ITW Red Head	Trubolt+ Anchor	ICC-ESR 2427
Hilti	HIT-HY 270 Injection Adhesive	ICC ESR 4143
Hilti	HIT-HY 200 Injection Adhesive	ICC-ESR 3187
Hilti	Kwik Bolt Tension Zone (KB-TZ)	ICC-ESR 1917
Hilti	HIT-RE 500 V3	ICC-ESR 3814



Powers Fasteners	AC100+ Gold (Concrete)	ICC-ESR 2582
Powers Fasteners	AC100+ Gold (CMU/Brick)	ICC-ESR 3200
Powers Fasteners	Power Stud+ SD4 Expansion Anchor	ICC-ESR 2502
Simpson Strong-Tie	AT Anchoring Adhesive	ICC-ESR 1958
Simpson Strong-Tie	AT-XP Anchoring Adhesive (Concrete)	UES ER 263
Simpson Strong-Tie	AT-XP Anchoring Adhesive (CMU)	UES ER 281
Simpson Strong-Tie	Strong Bolt 2	ICC-ESR 3037
Simpson Strong-Tie	ET-HP Anchoring Adhesive	ICC-ESR 3638

PART 2 - PRODUCTS

2.01 General

- A. Product Source Limitation: Where products are intended to be installed as a system (warranted or otherwise) use only compatible products from the same manufacturer without exception, unless authorized in writing by Architect and, for warranted systems, approved in advance by manufacturer.
- B. Anchoring systems: must comply with:
 - 1. Steel components: must be either AISI Type 304 or AISI Type 316, as indicated on Drawings.
 - 2. Plate steel: must be AISI Type 304 or AISI Type 316, and comply with ASTM A240 - "Standard Specification for Chromium and Chromium-Nickel Stainless Steel Plate, Sheet, and Strip for Pressure Vessels and for General Applications".
 - 3. Wire: must be AISI Type 304 or AISI Type 316, and comply with ASTM A580 - "Standard Specification for Stainless Steel Wire".
- C. Where low temperature limits are listed for products, the listed value refers to minimum air and surface temperature at time of application and for a period required by manufacturer.
- D. Reinforcing bar couplers: Where reinforcing bars are to be coated, couplers must be coated to match.
- E. Steel shims: must be either AISI Type 304 or AISI Type 316, and be of the same material grade as the bolts or superior.
- F. Steel bolts: must be either AISI Type 304 or AISI Type 316, and comply with ASTM F593 - "Standard Specification for Stainless Steel Bolts, Hex Cap Screws, and Studs.
- G. Steel nuts: must be AISI Type 304 or AISI Type 316, and comply with ASTM F594 – "Standard Specification for Stainless Steel Nuts". Nut material shall be the same grade as the bolts or superior. Nuts shall be furnished with the bolt and meet the dimensional requirements of ANSI to conform with bolt.

- H. Steel washers: must be AISI Type 304 or AISI Type 316, and comply with ASME B18.21.1 “Washers: Helical Spring-Lock, Tooth Lock, and Plain Washers (Inch Series)”. Washer material must be the same grade as the bolts or superior.
- I. Horizontal joint reinforcement: must be AISI Type 304 or AISI Type 316, and comply with ASTM A580 - “Standard Specification for Stainless Steel Wire”.
- J. Plain steel reinforcing bars: must comply with ASTM A615 - “Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement”, Grade 60, unless otherwise indicated.
- K. Galvanized steel reinforcing bars: must comply with ASTM A767 - “Standard Specification for Zinc-Coated (Galvanized) Steel Bars for Concrete Reinforcement”, Grade 60, unless otherwise indicated.
- L. Epoxy coated steel reinforcing bars: must comply with ASTM A775 - “Standard Specification for Epoxy-Coated Steel Reinforcing Bars”, Grade 60, unless otherwise indicated.

2.02 Fasteners

A. **Hammer Drive Anchor**

- | | |
|---|---|
| <ul style="list-style-type: none"> 1. HMH SS 304 Nail-In Anchor
Stainless steel 2. ZamacNailin
Zamac alloy body, stainless steel nail 3. Zinc SS Nailon Pin Drive Anchor
Zamac alloy body, stainless steel nail | <ul style="list-style-type: none"> Hilti Powers Simpson Strong-Tie |
|---|---|

2.03 Adhesive Anchorage Systems

A. **Anchorage Adhesive**

For CMU Substrates:

- | | |
|--|---|
| <ul style="list-style-type: none"> 1. HIT-HY 270 Hybrid Mortar
Low temperature limit: 23° F 2. AT-XP High-Strength Acrylic Adhesive
Low temperature limit: 14° F | <ul style="list-style-type: none"> Hilti Simpson Strong-Tie |
|--|---|

B. **Threaded Rod**

- | | |
|--|--|
| <ul style="list-style-type: none"> 3. HAS-R 304 Anchor Rod
Stainless steel 4. HAS-R 316 Anchor Rod
Stainless steel 5. ATR Threaded Rod
Stainless steel | <ul style="list-style-type: none"> Hilti Hilti Simpson Strong-Tie |
|--|--|



C. **Screen Tube**

- | | | |
|----|---|--------------------|
| 6. | HIT-SC Composite Mesh Sleeve | Hilti |
| 7. | Acrylic Adhesive (AT) Screen Tube
Stainless steel. Used for non-stone applications. | Simpson Strong-Tie |
| 8. | Epoxy Adhesive (SET and ET-HP) Screen Tube
Carbon steel. Used for stone applications. | Simpson Strong-Tie |

2.04 Stone Anchoring Systems

A. **Stone Anchor**

1. Hohmann & Barnard Stone Anchors:

Metal Anchor: **300 Series and 400 Series Stone Anchors** Hohmann & Barnard
Min. 1/4" thick; stainless steel;

Note: Refer to detail drawings for anchor shapes and profiles.

Fastener: **BL-523 Brass Expansion Bolt** Hohmann & Barnard
Stainless steel bolt, brass sleeve

PART 3 - EXECUTION

3.01 General

- A. Install anchors of type and diameter indicated, at locations shown on the Drawings.
- B. Where length of anchor is not indicated on the Drawings, follow manufacturer's recommendations and obtain approval in writing from Architect prior to proceeding.

3.02 Manufacturer's Instructions and Recommendations

- A. Comply with manufacturer's written installation instructions and recommendations for applications indicated.
- B. If written instructions are not available or do not apply to Project conditions, consult manufacturer's authorized representative for specific recommendations before proceeding with Work. Document such recommendations in detail and submit to Architect along with Product Data.

3.03 Post-Installed Anchors

- A. Anchor capacity used in design shall be based on the technical data published by Manufacturer or such other method as approved by the Structural Engineer of Record. Substitution requests for alternate products must be approved in writing by the Structural

- Engineer of Record prior to use. Contractor shall provide calculations demonstrating that the substituted product is capable of achieving the performance values of the specified product including an ICC-ES Report showing compliance with the relevant building code, seismic use, load resistance, installation category, in-service temperature, installation temperature, etc.
- B. Contractor shall arrange an anchor manufacturer's representative to provide on-site anchor installation training for all of their anchoring products specified. Contractor shall submit documented confirmation that all of the contractor's personnel installing anchors have received the required training prior to the commencement of work.
 - C. Anchor capacity is dependent upon spacing between adjacent anchors and proximity of anchors to edge of concrete. Install anchors in accordance with spacing and edge clearances indicated in the manufacturer's design manual.

END OF SECTION 040519

061000 ROUGH CARPENTRY

PART 1 - GENERAL

1.01 Summary

- A. This Section includes wood blocking, nailers, plywood, fasteners, and related accessories.
- B. Related Sections:
 - 1. 014000 (Quality Requirements).
 - 2. 016000 (Product Requirements).
 - 3. 017300 (Execution).
 - 4. 075419 (Thermoplastic Membrane Roofing).
 - 5. 075600 (Fluid Applied Roofing).

1.02 Submittals

- A. Product Data: For each product specified in Part 2 - Products.
- B. Engineering data for power driven fasteners (set by nailing guns) of all types proposed to be used as equivalents to hammer driven nails.
- C. Samples:
 - 1. Fasteners: For each type and size of fastener to be incorporated in the Work.
- D. Roofing manufacturer written approval of layout and spacing of anchors and fasteners.

1.03 Quality Assurance

- A. Mill and Producers Mark:
 - 1. Each piece of lumber shall bear a stamp by the WWPA, WCLIB or SPIB or other agency certified by ALSC, indicating type, grade, mill and grading.
 - 2. Each piece of plywood shall bear a stamp by the APA indicating grade, thickness, span ratio, and exposure durability.
- B. Pressure Preservative / Fire Hazard Classification: Each piece of lumber shall bear markings indicating treatment and fire hazard classification by ALSC accredited agency.



PART 2 - PRODUCTS

2.01 General

- A. All wood must be exterior grade Alkaline Copper Quaternary (ACQ) pressure treated in accordance with American Wood Protection Association (AWPA) Standard U1-19 to the requirements of Use Category UC3A for protected wood or Use Category UC3B for exposed wood.

2.02 Wood Blocking, Nailer, and Sleepers

A. Wood Blocking

1. Comply with PS 20-99, American Softwood Lumber Standard by US DOC.
2. Wood blocking must be kiln dried to a maximum of 19 percent moisture content after treatment.
3. No. 2 or better Douglas Fir, Southern Pine or Hem Fir.

B. Wood Nailer

1. Comply with wood blocking requirements.

C. Wood Sleepers

1. Comply with wood blocking requirements.

2.03 Plywood

A. Exterior Grade Plywood

1. Comply with PS 1-95/ ANSI A199.1, PS 2-92
2. CDX for exterior.
3. The moisture content of plywood shall not exceed 18 percent moisture.

2.04 Fasteners

- A. All fasteners shall be corrosion resistant, hot-dip zinc coating complying with ASTM A 153 / ASTM A 153M, or stainless steel (Type 304).
- B. Nails: Provide nails with barbed, annular ring or screw shank. Comply with ASTM F 1667 and FS FF-N-105.
- C. Screws:
 1. Wood Blocking to Metal: Provide No. 10 (5mm) screws with a galvanized steel washer (5/8 inch outside diameter) under screw heads.
 2. Plywood to Wood: Provide screws that comply with ASTM C 1002.

3. Plywood to Metal (0.033 to 0.112 inch thick): Provide screws that comply with ASTM C 954.

PART 3 - EXECUTION

3.01 Preparation of Substrate

- A. Examine substrate surfaces to receive wood and plywood.
- B. Remove all existing overlay material, membrane, and accessories (e.g., nails) to expose substrate. Do not damage substrate during removal.

3.02 General Installation

- A. Comply with AF&PA's WCD 1, "Details for Conventional Wood Frame Construction," unless otherwise indicated.
- B. Do not use material with defects which impair the quality of the Work.
- C. Set rough carpentry to required levels and lines, with members plumb, true to line, cut and fitted. Fit rough carpentry accurately to other construction.
- D. Securely anchor and fasten rough carpentry making tight connections to substrates as indicated on Drawings and required in this Section.
 1. Position fasteners and anchors in such a manner that they will not spall the underlying substrate.
 2. Install fasteners without splitting wood; pre-drill material as required.
 3. Take care that fasteners do not penetrate through members where opposite side wall will be exposed to view.
 4. Countersink bolts, nuts, and screw heads flush with surfaces.

3.03 Blocking and Nailer Installation

- A. General:
 1. Locate and install wood blocking and nailers where indicated and where required for support and/or attachment of other Work. Form and shim to shapes as indicated or required.
 2. Where multiple layers of wood blocking, framing or nailers are required, off-set and stagger joints a minimum of 12 inches.
- B. Roofs:
 1. Comply with Performance Requirements in roofing specifications.
 2. Field verify extent of wood blocking required for each location based on insulation layout.
 3. Layout blocking to achieve the following minimum requirements, unless otherwise indicated on Drawings:

- a. Set wood blocking to achieve a continuously level height around perimeters, penetrations and curbs.
 - b. Wood Blocking at Perimeter Roof Edge / Gravel Stops and Penetrations:
 - 1) Minimum length of 8 inches or longer, with a minimum 2 inch thickness.
 - 2) All blocking shall extend a minimum of 1/4 inch past the metal flange of the perimeter roof edge / gravel stop, and/or penetration flashing to accommodate full support and attachment of the flange as required.
 - 3) Numerous layers of wood blocking may be required to match the height of the roof insulation at the highest point.
 - c. Wood Blocking at Expansion Joint Curbs:
 - 1) At a minimum, match the width of the curb coping, with a minimum 2 inch thickness.
 - 2) Numerous layers of wood blocking may be required to achieve a minimum roof membrane base flashing height of 8 inches.
4. Secure blocking as follows, unless otherwise indicated on the Drawings:
- a. Size and space fasteners as required to support applied loading.
 - b. Obtain roofing manufacturer written approval of layout and spacing of anchors and fasteners.
 - c. Where feasible, install two rows of fasteners/anchors staggered.
 - d. Wood-to-CMU/Concrete/Masonry:
 - 1) Comply with Section 040519 Masonry Anchorage and Reinforcing.
 - 2) Fill hollow cells of CMU to receive anchor with high strength grout.
 - 3) Anchor with 1/4 inch stainless steel threaded rod, nut and washer set in anchorage adhesive at 16 inches on center. Spacing shall not exceed 12 inches, within 8 feet from outside corner, each way. Stagger anchors if blocking is wider than 6 inches.
 - e. Wood-to-Wood:
 - 1) Fasten with nails in two rows so that spacing in any one row does not exceed 16 inches. Spacing shall not exceed 12 inches, within 8 feet from outside corner, each way. Stagger nails if blocking is wider than 6 inches.
 - 2) Nails shall be long enough to penetrate substrate a minimum of 1-1/4 inches. Withdrawal resistance should be 100 lbs. per nail minimum.
 - f. Wood-to-Metal: Fasten with screws in two rows so that spacing in any one row does not exceed 16 inch centers. Spacing shall not exceed 12 inches, within 8 feet from outside corner, each way. Stagger screws if blocking is wider than 6 inches.

3.04 Plywood Installation

A. General:

1. Layout plywood to achieve the following minimum requirements, unless otherwise indicated on Drawings:

- a. Face grain of plywood to be at right angles to support framing. Arrange joints so that pieces do not span between fewer than three support members. Provide 1/8 inch space between sheet as at end and side joints. Stagger panel end joints. Do not use pieces that are too small to use with minimum number of joints or optimum joint arrangement.
 - b. Cut panels at penetrations, edges, and other obstructions of work; fit tightly against abutting construction unless otherwise indicated.
 - c. Do not bridge building expansion joints; cut and space edges of panels to match spacing of structural support elements.
2. Securely attach plywood to substrate with screws in compliance with the following, unless otherwise indicated on the Drawings:
 - 1) Table 2304.9.1, "Fastening Schedule," in the ICC's International Building Code.
 - 2) ICC-ES evaluation report for fastener.
 3. Coordinate plywood installation with installation of materials installed over plywood so plywood is not exposed to precipitation or left exposed at end of the workday when rain is forecast.
- B. Roofs: Comply with Performance Requirements in roofing specifications.

END SECTION 061000



073126 SLATE SHINGLES

PART 1 - GENERAL

1.01 Summary

- A. Extent of slate shingle roofing system work is indicated on Drawings and by provisions of this section and is defined to include shingles, underlayment, flashing, anchors and accessories integrally related to roof installation, and repair of existing roofing substrate.
- B. Related Sections:
- C. Related Sections:
 - 1. 014000 (Quality Requirements).
 - 2. 016000 (Product Requirements).
 - 3. 017300 (Execution).
 - 4. 040513 (Masonry Mortar).
 - 5. 075600 (Fluid Applied Roofing).
 - 6. 076200 (Flashing: Sheet Metal and Flexible).

1.02 Submittals

- A. Product Data: For each product specified in Part 2 - Products.
- B. Samples:
 - 1. Slate Shingles: For each type of shingle to be incorporated in the Work. Submit three (3) individual shingles for each type.
 - 2. Underlayment Materials: For each type of underlayment material to be installed atop of substrate and incorporated in the roof system. Samples shall be 12" square.
 - 3. Flashing: For each type of valley, ridge and eave flashing. Samples shall be 12" long.
- C. Pre-construction Test Reports:
 - 1. Nail Pull-out Test Reports.
 - 2. Deck Dryness Test Report (On-demand).
- D. Installer Qualifications: Provide written evidence to the Architect indicating work experience.
- E. Manufacturer Approved Installer Credentials: Prior to pre-installation conference, submit installer credentials issued by manufacturer of roofing products.
- F. Shop Drawings:
 - 1. Roofing details for all roofing terminations and penetrations; include dimensions of each product specified, method of installation to the substrate, underlayment, and termination.



1.03 Performance Requirements

- A. Wind Uplift Pressure Resistance: Roofing system shall resist wind uplift pressures at corners, perimeter, and field-of-roof in accordance with ASCE 7 and applicable building codes.
- B. Follow manufacturer's recommendations for exposure maximums, underlayment and fasteners to achieve wind uplift pressure resistance values listed in product testing data.
- C. Fire Rating: Fluid applied flashing shall achieve Class A fire rating.

1.04 Quality Assurance

- A. Installer Qualifications: Roofing shall be applied by workers with a minimum of ten years experience in the application of slate roofing. Provide written evidence to the Architect indicating work experience.
- B. Pre-Installation: The contractor shall inspect all surfaces to receive slate tiles and bring to the attention of the Owner and Architect all defects, including those at the substrate and roof flashing, and shall not proceed with the laying of plywood sheathing, underlayment, flashings or slate until the necessary corrections have been made.
- C. Pre-installation Conference: Prior to starting roofing Work, conduct an on-site conference to review the detailed requirements of the Work.
 - 1. Attendees shall include Contractor's Project manager and superintendent, Architect's Project representative, Owner's Project representative, qualified installer. Provide seven (7) business days advance notice to attendees.
 - 2. Agenda shall include:
 - a. Project construction schedule.
 - b. Condition of substrate and preparation.
 - c. Preparation Work performed by other trades.
 - d. Proposed equipment.
 - e. Installation sequence.
 - f. Flashing at eave, hips and ridge.
 - g. Penetrations.
 - h. Mockups.
 - i. Tests and inspections.
- D. Contractor shall perform a random withdrawal test on slating nails, total of 5 tests per roof area. The withdrawal resistance shall not be less than 60 lb per nail. Contractor shall retain and pay for the independent testing agency performing the tests.
- E. Comply with:
 - 1. NRCA: Roofing and Waterproofing Manual
 - 2. ASTM C406 – Specification for Roofing Slate.

3. ASTM B370 – Cold Rolled Copper
- F. Mockups: Build mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
 1. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups, unless such deviations are specifically approved by Architect in writing.
 2. Install in area and of size designated by Architect.
 3. Do not proceed with remaining work until finish color, texture, pattern, joint sizes, and installation workmanship are approved by Architect.
 4. Correct mock-up area as required to produce acceptable work.
 5. Mock-up may be incorporated into final construction upon Owners approval.

1.2 Tests and Inspections

A. Pre-construction Testing:

1. Nail Pull-out Testing:

- a. Testing: Perform a random withdrawal test on slating nails, total of 5 tests per roof area. The withdrawal resistance shall not be less than 60 lb. per nail.
- b. Test Reports: Reports shall include date of test, location, products used, test method, and test results stating whether nailing to backup construction complies, or does not comply with load requirements indicated.
- c. Acceptance: Obtain Architect's written acceptance of test results before proceeding with the Work.

2. Deck Dryness Test:

- a. Testing: Perform NRCA deck dryness test daily, immediately prior to, and at each location of the Work.
- b. Test Reports: Reports shall include date of test, locations, test method, and test results.

1.05 Project Conditions

A. Weather Conditions:

1. Proceed with roofing Work only when existing and predicted weather conditions do not include precipitation.
2. Do not proceed with roofing Work if moisture, snow, or ice is present on the roof.

- ### B. Temporary Covering: When adverse job conditions or weather conditions prevent permanent roofing and associated work from being installed in accordance with requirements, provide and install temporary covering for the roof of the building, as required, to maintain a watertight condition.



1.06 Deliver, Storage and Handling

- A. Deliver materials to site in manufacturer's original and unopened containers and packaging, bearing labels as to type and names of products and manufacturers.
- B. Store and Handling:
 - 1. Follow manufacturer's recommendations regarding temperature limitations for storage and installation.
 - 2. Store and handle roofing materials in a manner which will prevent moisture pick up and damage. Store in a dry, well ventilated, weather tight place. Unless protected from weather or other moisture sources, do not leave unused underlayments on the roof overnight or when roofing work is not in progress. Store rolls of felt and other sheet materials on end on pallets or other raised surface. Store slate shingle on pallets on grade. Handle shingles with care to prevent chipping and breakage. Handle and store materials or equipment in a manner to avoid overstress or visible deflection of the existing structural deck.
 - 3. Stage roofing materials on the building in a manner to avoid significant or permanent damage to the roof deck or structural supporting members.

1.07 Warranty

- A. Slate Shingle Manufacturer Warranty: Submit slate shingle manufacturer warranty, signed by the manufacturer and covering the slate shingles described in this section, in which the manufacturer agrees to replace slate shingles that fail in materials. The duration of this warranty shall be established by ASTM C406 and grade indicated in this specification.
- B. Roofing Installer's Warranty: Submit roofing installer's warranty, signed by roofing Installer and covering Work of this Section, in which roofing Installer agrees to repair or replace slate roofing that fails in materials or workmanship within the following warranty period:
 - 1. Warranty Period: Five years from date of Substantial Completion.
 - 2. The Performance Bonding Company's guarantee shall be for the entire two year warranty period.

1.08 Maintenance

- A. Extra Materials:
 - 1. Furnish two additional squares (200 square feet) of slate shingles for replacement and maintenance to the Owner's Representative, including manufacturer's installation instructions.
 - 2. Furnish shingles of each size, shape, color and type included in the Work. All shingles shall be new, clean, undamaged and in original containers.



PART 2 - PRODUCTS

2.01 Slate Shingles

A. **Slate Shingles**

1. Slate Shingles:
 - a. Hard, dense, sound rock, with chamfered edges, punched or drilled for two nails each. Slate shingles shall be punched or drilled back to front, and on the thinner end when there is variation in thickness along the length of the shingle.
 - b. Slate shall comply with ASTM C406, Grade S1: Expected service life in excess of 75 years.
 - c. Color: Vermont Black to match colors and patterns of existing slate roof and adjacent campus buildings.
 - d. Size: 18 inches long by 11 inches wide.
 - e. Thickness: 3/8" thick.
 - f. Slate shall be free of any visible inclusions of oxidizable iron pyrite.
 - g. Slate shingles shall be trimmed with 90-degree square corners. Face dimensions of slate shingles shall not differ from those specified by more than 1/8 inch.
2. Source: Obtain slate required for the project from a single quarry, with consistent color range, physical properties and texture throughout.
3. Starter Slate Size: Length of starter slates to be the exposure of the field slates plus the specified headlap and rounded up to the nearest full inch. Starter slates are to be front-side punched and installed chamfered edge down.
4. Acceptable Manufacturers: Subject to compliance with the requirements, following is a list of acceptable manufacturers:
 - a. Greenstone Slate Co., Inc.
 - b. Hilltop Slate, Inc.
 - c. Newmont Slate Company
 - d. Virginia Slate Company

2.02 Underlayment Materials

A. **Underlayment**

1. Acceptable Product: 30 lb. Asphalt-Saturated Organic Felt (Type II).
2. ASTM D226.

B. **Ice Dam Protection Membrane**

1. **Ice & Water Shield**

W.R. Grace & Co.
or an approved equal

2.03 Accessories

A. Copper Roofing Nails

1. Slating nails 11 ga large head copper wire.
2. Minimum nail length for shingles greater than 3/16 inch thick: Twice the shingle thickness, plus 1 inch.
3. Point should penetrate through underside of sheathing.

2.2 Removal

- A. Comply with 024119 (Selective Demolition).
- B. Remove all existing overlay material, roof shingles, and accessories (nails, etc.) to expose substrate. Do not damage substrate during removal.

2.3 Manufacturer's Instructions and Recommendations

- A. Comply with manufacturer's written installation instructions and recommendations for applications indicated.
- B. If written instructions are not available or do not apply to Project conditions, consult manufacturer's authorized representative for specific recommendations before proceeding with Work. Document such recommendations in detail and submit to Architect along with Product Data.

3.01 Preparation of Substrate

- A. Examine substrate surfaces to receive shingle roofing system and associated work and conditions under which roofing will be installed. Do not proceed with roofing until unsatisfactory conditions have been corrected.
- B. Structural Clay Tile Substrate: Repair surface spalls and joints with masonry mortar. Follow manufacturer's recommendations regarding storage conditions, surface preparation and protection, mixing ratio, application time, and finishing time.
- C. Concrete Substrate: Repair surface spalls using modified repair mortar. Follow manufacturer's recommendations regarding storage conditions, surface preparation and protection, mixing ratio, application time, and finishing time.
- D. Protect substrate with installation of underlayment, or by immediate installation of new roofing system. Expose only that portion of substrate at any one time which may be immediately protected.
- E. Substrate Moisture: Do not install roofing on wet or moist substrates.

3.02 Roof System Installation

- A. Proceed with installation only after written approval and acceptance of all materials and accessories has been issued by Architect / Owner.

- B. Coordinate installation of roofing, underlayment materials, flashings, and substrate preparation to ensure that each element of this Work performs properly and that combined elements are sound, waterproof and properly secured.
- C. Sleepers: Install additional 16" long sleepers in staggered pattern as indicated on Drawings. Verify that existing sleepers are securely fastened to metal deck with no projecting fasteners. Re-secure loose and provide new sleepers to match existing sleeper sizes if existing sleepers are damaged.
- D. Board Sheathing: Install new board sheathing over entire deck area as indicated on Drawings. Secure board sheathing to wood sleepers.
- E. Underlayment: Install double layer, half-lapped felt underlayment wrinkle free over entire deck surface. At hips, valleys, and ridges, install additional 36 inch (915 mm) width of underlayment, centered on the valley or ridge. Lap sheets 4" minimum, lap ends 6" minimum.
- F. Ice Shield: Prime area to receive ice shield as per manufacturer's recommendations. Install ice shield in horizontal layers with joints lapped towards eaves. Lap sheets 2" minimum, lap ends 4" minimum.
- G. Metal Flashings: Install as indicated on Drawings and in compliance with details and recommendations as published in Architectural Sheet Metal Manual by Sheet Metal & Air Conditioning Contractors National Association (SMACNA).
 - 1. Install flashing at all locations where roof intersects other roofs, sidewall or parapet walls, chimneys, ventilators, and similar projections, and at gable edges. Ensure that dissimilar sheet and fastener metals are galvanically separated. Nail flashings at 8" on-center.
- H. Cant Strip: Solder 2-inch wide by 48-inch long copper cant strips directly onto copper gutter or apron flashing, spacing 1 inch (25 mm) apart for drainage. Nominal thickness of cant strip shall be equal to the slate thickness specified.
- I. Head Lap: Slate to be installed at standard 4 inches headlap.
- J. Slate Shingles: Install as indicated and in compliance with details and recommendations as published in the National Slate Association's Slate Roofs Design and Installation Manual, 2010 Edition.
 - 1. Joint Spacing: Slate shingles in each course to be installed with no joint spacing (butted together).
 - 2. Cut and fit shingles neatly around vents, pipes, ventilators, and other roof projections.
 - 3. Slate shingles overlapping sheet metal shall have nails placed so as to avoid penetrating the sheet metal.
 - 4. Nail slate shingles so nail heads touch shingle lightly, without producing strain on the slate.
 - 5. Cover all exposed nails heads with elastic cement. Hip slates and ridge slates shall be laid in elastic cement spread thickly over unexposed surface of under courses of slate, nailed securely in place and pointed with elastic cement.
- K. Snow Guard Installation: Install snow guards in rows at locations indicated according to manufacturers written installation instructions. Space snow guards in each row, offsetting by half this dimension between succeeding rows.

- L. Spot replacement of loose or missing shingles in a field of shingles shall be carried out by removing the deteriorated shingle and nails, and inserting a new shingle, which shall be nailed through the vertical joint of the overlaying course approximately 5 inches from the head of the new shingle. Over this nail insert a piece of 24oz. lead coated copper approximately 5 inches in width by 8 inches in length, which shall extend a minimum of 2 inches under the overlaying course. Bend the copper piece to a slight convex or concave shape to ensure that it remains in place.
- M. Alternate method for spot replacement: At top course of replaced shingle, install sheet metal support clip and slide top course under lowest course of slate to remain.
- N. Remove excess materials and debris from the Project site.

3.03 Protection

- A. Minimize traffic over finished roof surface. If necessary, wear soft-soled shoes and walk on the 'butt' of the shingles in order to avoid breakage.

END OF SECTION 073126

075419

THERMOPLASTIC ROOFING MEMBRANE

PART 1 - GENERAL

1.01 Summary

- A. This Section includes feltback, adhered PVC membrane roofing systems, and related substrate restoration, insulation, vapor barriers, flashing, and accessories.
- B. Related Sections:
 - 1. 014000 (Quality Requirements).
 - 2. 016000 (Product Requirements).
 - 3. 017300 (Execution).
 - 4. 030100 (Concrete Restoration).
 - 5. 061000 (Rough Carpentry).
 - 6. 075600 (Fluid Applied Roofing).
 - 7. 076200 (Flashing: Sheet Metal and Flexible).
 - 8. 077113 (Manufactured Copings and Fascias).

1.02 Submittals

- A. Product Data: Obtain from manufacturer and submit latest technical data for each product indicated including recommendations for their application and use and material safety data sheets for each product specified in Part 2 - Products.
- B. Contractor Qualifications: Obtain written certification from manufacturer of roofing system certifying that Installer is approved by the manufacturer for warranted installation of specified roofing system. Provide copy of certification to Architect prior to award of contract of the specified roofing Work.
- C. Warranty: Sample warranty letter and warranty application procedures from manufacturer.
- D. System Letter: System Letter must indicate the roofing system listing all the roofing components and indicating that the described roofing system will achieve the specified warranty.
- E. Membrane Sample: A 4 inch square sample of the proposed membrane with profile rib and related accessories. Color, texture, thickness, and surfacing shall be representative of the proposed system.
- F. Edge Metal Flashing Sample: A 12 inch long sample of the proposed PVC coated edge metal flashing and related accessories.
- G. Shop Drawings: Dimensioned drawings which shall include:
 - 1. Outline of roof with roof size and elevations shown.

2. Details of flashing methods for penetrations.
 3. Roof system fastener layout.
 4. Membrane layout.
 5. Technical acceptance from manufacturer.
- H. Certifications by manufacturers of roofing and insulating materials that all materials supplied comply with all requirements of the identified ASTM and other industry standards or practices.
- I. Certification from the Applicator that the system specified meets all identified code and insurance requirements as required by the Specification.

1.03 Quality Assurance

A. Contractor Qualification

1. Obtain written certification from manufacturer of roofing system that Installer is approved for warranted installation of specified system. Provide copy of certification to Architect prior to award of contract.
 2. Experience: Contractor and application personnel shall have been engaged, and specializing, in the installation of similar roofing systems, specifically ribbed roof applications for at least the five (5) preceding years and shall have worked on five (5) projects of similar scope and materials to the Work of this section.
- B. Upon completion of the installation and the delivery to manufacturer by the Applicator of a certification that all work has been done in strict accordance with the contract specifications and manufacturer's requirements, an inspection shall be made by a Technical Representative to review the installed roof system.
- C. There shall be no deviation made from the Project Specification or the approved shop drawings without prior written approval by the Owner, the Owner's Representative and roofing system manufacturer.
- D. All work pertaining to the installation of roofing membrane and flashings shall only be completed by Applicator personnel trained and authorized by approved roofing manufacturer in those procedures.

1.04 Performance Requirements

- A. Roof coverings shall be capable of resisting fire commensurate with the severity of exposure, and shall be installed in conformity with NFPA 203, "Guideline on Roof Covering and Roof Deck Construction".
- B. The roof covering shall meet "Class A" rating as classified on the basis of their resistance to exterior fire exposures as determined by the following tests:
1. NFPA 256, "Standard Methods of Fire Test of Roof Coverings"
 2. UL 790, "Standard for Tests for Fire Resistance of Roof Covering Materials" and/or ASTM E 108, "Standard Test Method for Fire Tests of Roof Covering"

- C. Roof coverings shall resist impact damage based on the results of the following tests:
 - 1. FM 4470, "Approval Standard for Class 1 Roof Covers"
- D. Wind Uplift Pressure Resistance: Roofing system shall resist wind uplift pressures at corners, perimeter, and field-of-roof in accordance with ASCE 7 and applicable building codes.
- E. Uplift approval:
 - 1. Modified gypsum substrate & roofing membrane shall be installed to meet FM 60, FM 90, and FM 120 ratings.
 - 2. The contractor shall submit shop drawings of the fastener layout to ensure that these requirements are met.
- F. Material Classification Identification: Materials delivered to the site that are a component of the roofing system shall bear the UL & FM Classification mark.
- G. The roofing system shall be warranted against failure due to wind speeds up to and including one hundred and ten (110) miles per hour.

1.05 Tests and Inspections

- A. Pre-construction Testing:
 - 1. Deck Dryness Test:
 - a. Testing: Perform deck dryness test daily, immediately prior to, and at each location of the Work in accordance with Manufacturer's recommended methods. Roof deck dryness testing should be performed by, or in the presence of Manufacturer's Representative at the frequency required by the Manufacturer.
 - b. Test Reports: Reports shall include date of test, locations, test method, and test results.

1.06 Mock Ups

- A. Comply with mockup requirements indicated on Drawings, and in Section 013119 (Mockups), and the following:
 - 1. Notification: Notify Architect and manufacturer's representative in writing, five (5) business days prior to roofing assembly mockup. Architect and manufacturer's authorized representative will be present during mockup.
 - 2. Prepare mockups of roofing assembly and typical base flashing to set quality standards for materials and execution.
 - 3. Use the same equipment for mockups that will be used for the overall concrete restoration Work.
 - 4. Document the exact procedures used for the mockup.
 - 5. Approved mockup can remain as part of the work.

1.07 Project Conditions

- A. Only as much of the new roofing as can be made weathertight each day, including all flashing and detail work, shall be installed. All seams shall be heat welded before leaving the job site that day.
- B. All work shall be scheduled and executed without exposing the interior building areas to the effects of inclement weather. The existing building and its contents shall be protected against all risks.
- C. All surfaces to receive new insulation, membrane or flashings shall be dry. Should surface moisture occur, the Applicator shall provide the necessary equipment to dry the surface prior to application. The use of torches to dry the roof shall not be allowed.
- D. All new and temporary construction, including equipment and accessories, shall be secured in such a manner as to preclude wind blow-off and subsequent roof or equipment damage.
- E. Uninterrupted waterstops shall be installed at the end of each day's work and shall be completely removed before proceeding with the next day's work. Waterstops shall not emit dangerous or unsafe fumes and shall not remain in contact with the finished roof as the installation progresses. Contaminated membrane shall be replaced at no cost to the Owner.
- F. The Applicator is cautioned that certain roofing membranes are incompatible with asphalt, coal tar, heavy oils, roofing cements, creosote and some preservative materials. The Applicator shall consult manufacturer regarding compatibility, precautions and recommendations.
- G. Arrange work sequence to avoid use of newly constructed roofing as a walking surface or for equipment movement and storage. Where such access is absolutely required, the Applicator shall provide all necessary protection and barriers to segregate the work area and to prevent damage to adjacent areas. A substantial protection layer consisting of plywood over insulation board shall be provided for all new and existing roof areas that receive rooftop traffic during construction.
- H. Prior to and during application, all dirt, debris and dust shall be removed from surfaces either by vacuuming, sweeping, blowing with compressed air and/or similar methods.
- I. The Applicator shall follow all safety regulations as required by OSHA and any other applicable authority having jurisdiction.
- J. All roofing, insulation, flashings and metal work removed during construction shall be immediately taken off site to a legal dumping area authorized to receive such materials. Hazardous materials, such as materials containing asbestos, are to be removed and disposed of in strict accordance with applicable State and Federal requirements.
- K. All new roofing waste material (i.e., scrap roof membrane, empty cans of adhesive) shall be immediately removed from the site by the Applicator and properly transported to a legal dumping area authorized to receive such material.
- L. The Applicator shall take precautions that storage and/or application of materials and/or equipment does not overload the roof deck or building structure.
- M. Flammable adhesives and deck primers shall not be stored and not be used in the vicinity of open flames, sparks and excessive heat.

- N. All rooftop contamination that is anticipated or that is occurring shall be reported to manufacturer to determine the corrective steps to be taken.
- O. The Applicator shall verify that all roof drain lines are functioning correctly (not clogged or blocked) before starting work. Applicator shall report any such blockages in writing to the Owner's Representative for corrective action prior to the installation of the roofing system.
- P. Applicator shall immediately stop work if any unusual or concealed condition is discovered and shall immediately notify Owner of such condition in writing for correction at the Owner's expense.
- Q. Site cleanup, including both interior and exterior building areas that have been affected by construction, shall be completed to the Owner's satisfaction.
- R. All landscaped areas damaged by construction activities shall be repaired at no cost to the Owner.
- S. The Applicator shall conduct fastener pullout tests in accordance with the latest version of the SPRI/ANSI Fastener Pullout Standard to help verify condition of the deck/substrate and to confirm expected pullout values.
- T. Precautions shall be taken when using adhesives at or near rooftop vents or air intakes. Adhesive odors could enter the building. Coordinate the operation of vents and air intakes in such a manner as to avoid the intake of adhesive odor while ventilating the building. Keep lids on unused cans at all times.
- U. Protective wear shall be worn when using solvents or adhesives or as required by job conditions.
- V. Roof membranes are slippery when wet or covered with snow, frost, or ice. Working on surfaces under these conditions is hazardous. Appropriate safety measures must be implemented prior to working on such surfaces. Always follow OSHA and other relevant fall protection standards when working on roofs.

1.08 Environmental Requirements

- A. Implement odor control and elimination measures prior to and during the application of the roofing/waterproofing materials. Strictly adhere to Manufacturer's recommended methods for odor control.
- B. Application of waterproofing membrane may proceed while air temperature is between 40°F and 95°F providing the substrate is a minimum of 5°F above the dew point.
- C. When ambient temperatures are at or expected to fall below 40°F, or reach 86°F or higher, follow Membrane System Manufacturer's recommendations for weather related application procedures.
- D. Ensure that substrate materials are dry and free of contaminants. DO NOT commence with the application unless substrate conditions are suitable. Contractor shall demonstrate that substrate conditions are suitable for the application of the materials.0
- E. Follow regulatory requirements including UL classification, and FM I-90.

1.09 Delivery, Storage and Handling

- A. All products delivered to the job site shall be in the original unopened containers or wrappings bearing all seals and approvals.
- B. Handle all materials to prevent damage. Place all materials on pallets and fully protect from moisture.
- C. Membrane rolls shall be stored lying down on pallets and fully protected from the weather with clean canvas tarpaulins. Unvented polyethylene tarpaulins are not accepted due to the accumulation of moisture beneath the tarpaulin in certain weather conditions that may affect the ease of membrane weldability.
- D. As a general rule all adhesives shall be stored at temperatures between 40° F (5° C) and 80° F (27° C). Read instructions contained on adhesive canister for specific storage instructions.
- E. All flammable materials shall be stored in a cool, dry area away from sparks and open flames. Follow precautions outlined on containers or supplied by material manufacturer/supplier.
- F. All materials which are determined to be damaged by the Owner's Representative are to be removed from the job site and replaced at no cost to the Owner.

1.10 Warranty

- A. Submit executed copy of roof manufacturer's standard agreement including, embedded edge metal, coping, expansion joint and insulation endorsement, as follows:
 - 1. Thirty (30) Year, Full System, No Dollar Limit, Materials and Labor Total System Warranty
 - a. Warranty must be signed by an authorized representative of roofing system Manufacturer, on form which was published with product literature as of date of substantial completion.
 - 2. Warranty shall include wind speed up to 110 mph.
 - 3. Warranty shall include repair of leakage and the repair and/or replacement of the roofing system as necessary to correct defects caused by the materials or workmanship.
 - a. Materials shall include but not limited to, membrane, insulation, fasteners, adhesives, membrane flashing, and other accessory items provided by the membrane manufacturer.
 - b. Repair and/or replacement of the roofing system shall include the replacement of wet insulation. For the purpose of this specification, insulation will be considered wet if either of the following exists:
 - i. Free water is visible when the insulation is compressed.
 - ii. No free water is visible when the insulation is compressed, but the insulation is damp to the touch over a large enough area, as determined by the Owner, to jeopardize the integrity of the roof system and any of it's components, or to significantly lower the specified R value of the insulation.



PART 2 - PRODUCTS

2.01 General

- A. Components to be used that are other than those supplied by roofing membrane manufacturer may be submitted for review and acceptance. The specifications, installation instructions, limitations, and/or restrictions of the respective manufacturers must be reviewed by the Owner's Representative for acceptability for the intended use with approved roofing products.
- B. It is the Owner's intention that the contractor uses the products specified in this section, however, the contractor may substitute products of equal or better quality, provided such substitution are submitted to and approved by, the Owner and Architect. All substitutions must include a written statement from the manufacturer that all items in Part 1 of this specification are acceptable and will conform to these requirements, including, but not limited to, warranty items and manufacturer inspection requirements.
- C. All products and components must be compatible, supplied and approved by the Manufacturer of the overall roofing system to achieve 20-year full system materials and labor warranty.

2.02 Approved Manufacturers

- A. Sika Corporation
- B. Soprema
- C. Siplast

All roofing components shall be supplied from single manufacturer.

2.03 Thermoplastic Membrane

A. **PVC Feltback Membrane**

1. Sika System:

Adhesive:	Sarnacol 2170 VC Adhesive	Sika Corp.
Membrane:	Sarnafil G410 (Energy Smart White Color)	Sika Corp.

2. Soprema System:

Adhesive:	3M CR-20 Adhesive	Soprema
Membrane:	Sentinel P150 HFB (White Color)	Soprema

3. Elevate System:

Adhesive:	Jet Bond PVC	Elevate
Membrane:	Elevate PVC KEE XR (White Color)	Elevate



2.04 Initial Roofing Membrane

A. Initial Roofing Membrane

1. Sika System:
 - Primer: Vapor Retarder Primer VC Sika Corp.
 - Membrane: Sarnavap SA 31 Sika Corp.
2. Soprema System:
 - Primer: Elastocol Stick Zero Soprema
 - Membrane: Sopravap'r Soprema
3. Elevate System:
 - Primer: ASTM D-41 as approved by Mfr. Elevate
 - Membrane: Elevate SBS Membrane Elevate

2.05 Flashing Materials

A. Membrane Flashing

1. Sarnafil G410-15 60 mil (1.5 mm) Membrane Sika Corp.
2. Sentinel P150 HFB Soprema
3. Elevate PVC KEE XR Elevate

2.06 Roof Substrate Board

A. Cover Board / Substrate Board

1. DensDeck Prime Georgia-Pacific
2. Gypsum-Fiber Roof Board USG Securock Brand
3. Or approved equal

2.07 Rigid Roof Insulation

A. Polyisocyanurate Foam Board Insulation

1. Sarnatherm Sika Corp.
25 psi min. compressive strength
2. Sopra-Iso Soprema
25 psi min. compressive strength



3. Or approved equal

B. Insulation Board Adhesive

1. Sarnacol 2163 Adhesive Sika Corp.
2. Duotack Insulation Adhesive Soprema
3. Or approved equal

2.08 Accessories

A. Fasteners

1. Sarnafastener #12 Sika Corp.
2. Soprafix #15 HD Fastener Soprema
3. Or approved equal

B. Fastener Plates

1. 3" Sarnaplate Sika Corp.
2. 3" Soprafix 3" Plate Soprema
3. Or approved equal

C. Termination Bar

1. Sarnastop Sika or approved equal

2.09 Miscellaneous Accessories

A. Aluminum Tape

A 2 inch (50 mm) wide pressure-sensitive aluminum tape used as a separation layer between small areas of asphalt contamination and the membrane and as a bond-breaker under the cover strip at Sarnaclad joints.

B. Sealing Tape Strip

Compressible foam with pressure-sensitive adhesive on one side. Used with metal flashings as a preventive measure against air and windblown moisture entry.

C. Multi-Purpose Tape

A high performance sealant tape used with metal flashings as a preventive measure against air and windblown moisture entry.

D. Cleaner

Use cleaner approved by system manufacturer. A high quality solvent cleaner used for the general cleaning of residual asphalt, scuff marks, etc., from the membrane surface. Cleaner

is also used daily to clean seam areas prior to hot-air welding in tear off or dirty conditions or if the membrane is not welded the same day it is unrolled.

2.10 Sealant

- A. Refer to Section 079200, Joint Sealants, for specification of sealant

PART 3 - EXECUTION

3.01 Removal

- A. Comply with 024119 (Selective Demolition).

3.02 General

- A. Protect adjacent areas, materials, and equipment from defacing or contamination.

3.03 Manufacturer's Instructions and Recommendations

- A. Comply with manufacturer's written installation instructions and recommendations for applications indicated.
- B. If written instructions are not available or do not apply to Project conditions, consult manufacturer's authorized representative for specific recommendations before proceeding with Work. Document such recommendations in detail and submit to Architect along with Product Data.

3.04 Substrate Preparation

- A. Examine substrate surfaces to receive roofing system and associated Work and conditions under which roofing will be installed. Do not proceed with roofing until unsatisfactory conditions have been corrected.
- B. Protect substrate with installation of initial roofing membrane, or by immediate installation of new roofing membrane. Expose only that portion of substrate at any one time which may be immediately protected.

3.05 Wood Nailer Installation

- A. Comply with 061000 (Rough Carpentry).
- B. Install continuous wood nailers at the perimeter of the entire roof and around roof projections and penetrations as shown on the Detail Drawings.
- C. Nailers shall be anchored to resist a minimum force of 300 pounds per linear foot in any direction. Individual nailer lengths shall not be less than 3 feet long. Nailer fastener spacing shall be at 12 inches on center or 16 inches on center if necessary to match the structural framing. Fasteners shall be staggered 1/3 the nailer width and installed within 6 inches of each end. Two fasteners shall be installed at ends of nailer lengths. Nailer attachment shall also meet the requirements of the current Factory Mutual Loss Prevention Data Sheet 1-49.

- D. Thickness shall be as required to match substrate and/or insulation height to allow a smooth transition.

3.06 Installation of Insulation

- A. Comply with instructions and recommendations of insulation manufacturer and roofing system manufacturer for the installation and bonding or anchorage of insulation to substrate.
 - 1. Clean initial membrane as recommended by manufacturer to ensure full bonding of insulation.

3.07 Installation of Roofing System

- A. Install roofing system in accordance with manufacturer's written instructions and recommendations.

3.08 Membrane Flashings

- A. All flashings shall be installed concurrently with the roof membrane as the job progresses. No temporary flashings shall be allowed without the prior written approval of the Owner's Representative. Approval shall only be for specific locations on specific dates. If any water is allowed to enter under the newly completed roofing, the affected area shall be removed and replaced at the Applicator's expense. Flashing shall be adhered to compatible, dry, smooth, and solvent-resistant surfaces. Use caution to ensure adhesive fumes are not drawn into the building.
- B. Install membrane flashings according to the manufacturer's recommendations and specifications for the systems specified.
- C. Roofing manufacturer's requirements and recommendations and the specifications shall be followed. All material submittals shall have been accepted by roofing manufacturer prior to installation.
- D. All flashings shall extend a minimum of 8 inches above roofing level unless otherwise accepted in writing by the Owner's Representative and Roofing Manufacturer.
- E. All flashing membranes shall be consistently adhered to substrates. All interior and exterior corners and miters shall be cut and hot-air welded into place. No bitumen shall be in contact with the PVC membrane.
- F. All flashing membranes shall be mechanically fastened along the counter-flashed top edge with a stainless steel termination bar approved by the roofing manufacturer at 6-8 inches on center.
- G. All flashings that exceed 30 inches in height shall receive additional securement or as recommended by the roofing manufacturer.

3.09 Metal Flashings

- A. Metal details, fabrication practices and installation methods shall conform to the applicable requirements of the following:
 - 1. Factory Mutual Loss Prevention Data Sheet 1-49 (latest issue).

2. Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA) - latest issue.
 - B. Complete all metal work in conjunction with roofing and flashings so that a watertight condition exists daily.
 - C. Metal shall be installed to provide adequate resistance to bending to allow for normal thermal expansion and contraction.
 - D. Metal joints shall be watertight.
 - E. Metal flashings shall be securely fastened into solid wood blocking. Fasteners shall penetrate the wood nailer a minimum of 1 inch.
 - F. Airtight and continuous metal hook strips are required behind metal fascias. Hook strips are to be fastened 12 inches on center into the wood nailer or masonry wall.
 - G. Counter flashings shall overlap base flashings at least 4 inches.
 - H. Hook strips shall extend past wood nailers over wall surfaces by 1-1/2 inch minimum and shall be securely sealed from air entry.
- 3.10 PVC Coated Edge Metals
- A. Install PVC coated edge metals in accordance with manufacturer's written instructions and recommendations.
- 3.11 Temporary Cut-Off
- A. All flashings shall be installed concurrently with the roof membrane in order to maintain a watertight condition as the work progresses. All temporary waterstops shall be constructed to provide a 100% watertight seal. The stagger of the insulation joints shall be made even by installing partial panels of insulation. The new membrane shall be carried into the waterstop. The waterstop shall be sealed to the deck and/or substrate so that water will not be allowed to travel under the new or existing roofing. The edge of the membrane shall be sealed in a continuous heavy application of sealant as described in Section 2.10. When work resumes, the contaminated membrane shall be cut out. All sealant, contaminated membrane, insulation fillers, etc. shall be removed from the work area and properly disposed of off site. None of these materials shall be used in the new work.
 - B. If inclement weather occurs while a temporary waterstop is in place, the Applicator shall provide the labor necessary to monitor the situation to maintain a watertight condition.
 - C. If any water is allowed to enter under the newly-completed roofing, the affected area shall be removed and replaced at the Applicator's expense.
- 3.12 Clean-up
- A. Restore site, including both interior and exterior building areas that have been affected by construction, to pre-construction condition.
 - B. Remove soiling caused by roofing materials from finished surfaces per roofing manufacturer's recommended methods.

3.13 Acceptance

- A. Pre-acceptance Conference: Conduct an on-site conference to review and coordinate remaining requirements of the Work. Attendees shall include Contractor's Project manager and superintendent, Architect's Project representative, Owner's Project representative, and manufacturer-approved installer.
- B. Provide an infra-red inspection as described in General Requirements Specification 01323330, Roof Inspection prior to acceptance walk-through with Campus.

END OF SECTION 075419



APPENDIX A

WARRANTY AND MAINTENANCE AGREEMENT

TOTAL ROOF SYSTEM WARRANTY

Warranty #: _____ Square Footage: _____
 DASNY JDE #: _____
 Building Name: _____
 Facility: _____
 Warranty Period: Twenty years Beginning MM/DD/YYYY
 Roofing Contractor & Contact: _____
 Roofing Contractor Address: _____
 Roofing Contractor Telephone: _____
 Roofing Contractor Fax: _____
 Roofing Contractor Email Address: _____
 Roofing Manufacturer & Contact: _____
 Roofing Manufacturer Address: _____
 Roofing Manufacturer Telephone: _____
 Roofing Manufacturer Fax: _____
 Roofing Manufacturer Email Address: _____
 Facility Contact: _____
 Facility Address: _____
 Facility Telephone: _____
 Facility Fax: _____
 Facility Email Address: _____

TERMS, CONDITIONS AND LIMITATIONS

- A. Upon completion of the Roofing System and as a condition of its acceptance, deliver to the Owner two (2) copies of the following "Warranty and Maintenance Agreement", signed by the Contractor and the Roofing Manufacturer. This is a total system warranty, covering all roofing components provided by the Contractor or Roofing Manufacturer, including, but not limited to, membrane, fasteners, asphalt, insulation, insulation adhesive, cover board, membrane flashing, metal coping, metal cap flashing and/or gravel stop assemblies.
- B. Upon execution of this document, the undersigned Contractor hereby proposes and agrees, for a period of two (2) years after final acceptance of the roof, to make immediate repairs as required to stop leaks or correct defects in the roofing system. Said repairs shall be made within seventy-two (72) hours of the receipt of a notice from the Owner by telephone, fax, email or letter. Subject to provisions established in Paragraph E below, the Contractor further agrees to make such repairs without reference to or consideration of the cause or nature of such leaks or defects. (See Surety Bond section below for additional requirements.)
- C. Upon execution of this document, the undersigned Roofing Manufacturer hereby proposes and agrees, for a period of twenty (20) years after final acceptance of the roof, to make immediate

- repairs as required to stop leaks or correct defects in the roofing system. Said repairs shall be made within seventy-two (72) hours of the receipt of a notice from the Owner by telephone, fax, email or letter. Subject to provisions established in Paragraph E below, the Roofing Manufacturer further agrees to make such repairs without reference to or consideration of the cause or nature of such leaks or defects.
- D. Five (5) consecutive annual inspections, commencing one (1) year after acceptance of the work by the Owner, shall be made by the Manufacturer of the roofing system. The Manufacturer shall be responsible for contacting the Owner and scheduling the annual inspections. The Manufacturer shall submit a written report, within ten (10) days of the inspection, to the Owner, which shall include, but not be limited to, any indication of damage, deterioration, unusual wear, weathering effects, or no apparent defects at all. Further, the Manufacturer shall arrange and pay for the immediate repairs needed to stop any potential leaks or correct any defects discovered during the annual inspections, subject to provisions established in Paragraph E below.
- E. Repairs required within the stated period will be provided without cost to the Owner, except that repairs required consequent to an Act of God, abuse, alteration, or failure of the substrata or supporting structure (other than caused by defects in the roofing system) will be paid for by the Owner upon completion of the repair in each instance. Any determination on whether the repairs are the Owner's responsibility will be made by an independent third party.
- F. Repairs that are the Owner's responsibility to pay shall be invoiced to the Owner at the prevailing wage rates, and shall include an itemized breakdown of quantities plus unit cost for labor and materials, and shall include not more than twenty (20) percent markup for overhead and profit.
- G. Unless otherwise specified, the roofing system shall be warranted against failure due to wind speeds up to and including one hundred and ten (110) miles per hour, regardless of building height, as measured at the closest office of the National Weather Service.
- H. This Warranty and Maintenance Agreement, and the enforcement of its provisions, shall not deprive the Owner of any action, right, or remedy otherwise available to them.



SURETY BOND

The Contractor shall, as principal, furnish to the Owner before final payment a surety bond guaranteeing the installation of the total roofing system, including all membrane, fasteners, asphalt, insulation, insulation adhesive, cover board, membrane flashing, metal coping, metal cap flashing and/or gravel stop assemblies installed in connection with same, free from defects as to the materials, workmanship, leaks, and damage as a result of leaking. Guarantee shall be for a period of two (2) years from the date of final acceptance of the roof. Said bond shall be in the amount of fifty (50) percent of the cost of the original bid amount (roof system installation and associated removals) as determined by the Owner from a detailed estimate or other information available.

ROOFING CONTRACTOR
By:

ROOFING MANUFACTURER
By:

Authorized Signature _____
Title

Authorized Signature _____
Title



075600 FLUID APPLIED ROOFING

PART 1 - GENERAL

1.1 Summary

- A. This Section includes fluid applied membrane roofing systems, and related substrate restoration, primers, reinforcing mats, flashing, surfacing aggregates, and accessories.
- B. Related Sections:
 - 1. 014000 (Quality Requirements).
 - 2. 016000 (Product Requirements).
 - 3. 017300 (Execution).
 - 4. 030100 (Concrete Restoration).
 - 5. 073126 (Slate Shingles).
 - 6. 076200 (Sheet Metal and Flexible Flashing).

1.2 Submittals

- A. Product Data: For each product specified in Part 2 - Products.
- B. Samples:
 - 1. Membrane: Sample shall be 12" square, and representative of color, texture, thickness, and surfacing of membrane to be incorporated in the Work.
- C. Shop Drawings:
 - 1. Deck Survey: After removal of overlaying components as indicated in the contract documents, provide deck elevation drawings completed by New York State Licensed Surveyor, signed and sealed.
 - 2. Shop drawings to indicate:
 - a. Dimensions, thickness and arrangement of insulation panels.
 - b. Roofing details for all roofing terminations and penetrations as required for warranted roofing system, where not otherwise indicated; include dimensions of each product specified, method of installation to the substrate, underlayment, and termination.
 - 3. Comply with required R-Value, per Energy Conservation Construction Code of New York State.
- D. Manufacturer Approved Installer Credentials: Prior to pre-installation conference, submit installer credentials issued by manufacturer of roofing products.
- E. Pre-construction Test Reports:
 - 1. Membrane Bond Strength Test Reports



2. Deck Dryness Test Reports
- F. Warranty Prerequisites:
1. Sample Warranty: Prior to pre-installation conference, submit sample warranty and warranted application procedures from manufacturer.
 2. Manufacturer Inspection Reports/Certifications (On-demand).
- 1.3 Performance Requirements
- A. Wind Uplift Pressure Resistance: Roofing system shall resist wind uplift pressures at corners, perimeter, and field-of-roof in accordance with ASCE 7 and applicable building codes.
 - B. Fire Rating: Fluid applied roof system shall achieve Class A fire rating.
- 1.4 Quality Assurance
- A. Pre-installation Conference: Prior to starting roofing Work, conduct an on-site conference to review the detailed requirements of the Work.
 1. Attendees shall include Contractor's Project manager and superintendent, Architect's Project representative, Owner's Project representative, manufacturer's authorized representative, manufacturer approved installer. Provide seven (7) business days advance notice to attendees.
 2. Agenda shall include:
 - a. Manufacturer approved installer credentials.
 - b. Sample warranties and warranted application procedures.
 - c. Project construction schedule.
 - d. Weather conditions.
 - e. Condition of substrate and preparation.
 - f. Preparation Work performed by other trades.
 - g. Proposed equipment.
 - h. Mixing procedures.
 - i. Installation sequence.
 - j. Odor control procedures.
 - k. Penetrations.
 - l. Mockups.
 - m. Tests and inspections.
- 1.5 Tests and Inspections
- A. Pre-construction Testing:
 1. Membrane Bond Strength Testing:

- a. Testing: Perform random tensile bond strength of membrane to substrate tests according to manufacturer's requirements.
 - b. Test Reports: Reports shall include date of test, locations, test method, and test results, whether the results comply, or do not comply with performance requirements.
 - c. Acceptance: Obtain Architect's written acceptance of test results before proceeding with the Work.
 - d. Re-testing: If necessary, after additional preparation per manufacturer's recommendations, repeat testing to verify suitability of substrate preparation.
2. Deck Dryness Test:
- a. Testing: Determine substrate moisture content, throughout Work, at location of application according to manufacturer's requirements.
 - b. Test Reports: Reports shall include date of test, locations, test method, and test results.
- B. Additional Tests: Perform Additional Tests as recommended by manufacturer.
- 1.6 Project Conditions
- A. Weather Conditions: Proceed with roofing Work only when existing and predicted weather conditions will permit Work to be performed in accordance with manufacturer's recommendations and warranty requirements.
 - B. Substrate Conditions: Do not install roofing on wet or moist substrates.
- 1.7 Warranty
- A. Roofing System Manufacturer's Warranty: Written form in which manufacturer agrees to furnish products and labor to repair or replace those areas of roofing system that do not comply with performance and other requirements specified in the Contract Documents during the warranty period. Manufacturer shall warranty the complete roofing system including, but not limited to membranes and flashings.
 1. Warranty Period: Twenty (20) Years, No Dollar Limit (NDL).
 - B. Overburden Addenda to Roofing System Manufacturer's Warranty: Written form in which roofing system manufacturer agrees to furnish products and labor to remove and replace overburden components including, but not limited to, roof pavers, pedestal support system, insulation, filter fabric and drainage mats as needed to repair or replace those areas of the roofing system that do not comply with performance and other requirements specified in the Contract Documents during the warranty period.
 - C. Manufacturer's Inspection and Certification:
 1. Coordinate inspections required by manufacturer. Provide three (3) business days' notice to manufacturer's authorized representative to inspect Work at the required milestones or intervals. No Work is to proceed until after each inspection is completed with written acceptance by manufacturer.
 2. Upon acceptance of completed Work by manufacturer, obtain manufacturer's certification stating that the Work complies with the requirements for Warranty.



3. Manufacturer's certification to verify that systems comply with cool roof reflectivity, fire rating and wind uplift resistance requirements.
- D. Contractor's Warranty: In addition to the provisions of the manufacturer's warranty, the following items shall be covered under the Contractor's warranty for the period indicated in the Supplementary General Conditions:
 1. Ponding of water on any roof surface for longer than 48 hours after rain will be considered a failure of materials and workmanship.

PART 2 - PRODUCTS

2.1 General

- A. All products in this Section must be acceptable to the manufacturer of the overall roofing system, and used in accordance with manufacturer's recommendations.
- B. Fluid Applied Products, by Category:
 1. Membranes:
 - a. Kemper System: 2K-PUR Resin (2-component).
Polyurethane.
Membrane thickness: 70 mils (w/ 165 fleece).
Minimum application air and surface temperature is 41° F.
 - b. Siplast System: Parapro S System (2-component).
MMA-based Acrylic.
Membrane thickness: 90 mils (40 mils).
Minimum application air and surface temperature is 23° F.
 - c. Sika System: Sikalastic 641 System (1-component).
Polyurethane.
Membrane thickness: 80 mils (w/ 140 fleece).
Minimum application air and surface temperature is 36° F.
 - d. Soprema System: Alsan RS260 LO Field (2-component).
Poly-methacrylate.
Membrane thickness: 105 mils (40 mils).
Minimum application air and surface temperature is 32° F.
 - C. Resin Additives: Comply with manufacturer's recommendations for use of resin additives (e.g. cold weather additive, warm weather additive) under specific project conditions.

2.2 Fluid Applied Membrane and Flashing

Fluid Applied Membrane

1. Kemper System:

Resin (2-Component):	Kemperol 2K-PUR	Kemper
Fleece:	Kemperol Fleece 165	Kemper
Coating:	Kemperdur BSF-R Coating (Gray Color)	Kemper



Note: Kemperol 2K-PUR System requires Kemperdur BSF-R Coating to achieve Class A Fire Rating

2. Sika System:

Resin (1-Component):	Sikalastic 641 (Gray Color)	Sika
Fleece:	Sika Fleece 140	Sika

3. Siplast System:

Resin (2-Component)	Parapro Roof Membrane (Gray Color)	Siplast
Fleece:	Pro Fleece	Siplast
Ply Sheet Concrete:	Pro Base TS SA	Siplast
Ply Sheet Wood:	Parabase	Siplast
Liquid Flashing:	Parapro 123	Siplast

4. Soprema System:

Resin (2-Component)	Alsans RS 260 LO Field	Soprema
Fleece:	Alsans RS Fleece	Soprema

B. Fluid Applied Flashing

1. Same components and manufacturer as Fluid Applied Membrane.

2.3 Modified Bituminous Membrane Substrate

Modified Bituminous Membrane Base Sheet

1. Torch applied modified bitumen granulated APP membrane supplied by roofing manufacturer.

2.4 Surface Primers

A. Primer (for Fluid Applied Membrane)

1. Kemper Primers:

- a. For Metal, Wood, and Bituminous Substrate:
Kempertec D Primer Kemper
- b. For Cementitious and Masonry Substrate:
Kempertec EP5 Primer Kemper

2. Sika Primers:

- a. For Metal, Wood, and Bituminous Substrate:



2.6 Modified Repair Mortar & Grout (for Concrete Substrate)

A. **Modified Repair Mortar**

1. BASF System:

Repair Mortar: **MasterEmaco T1060 [T1061]** BASF
Bonding Agent: **MasterEmaco P124** BASF

2. Sika System:

Repair Mortar: **SikaQuick 1000** Sika

Note: Prime concrete with scrub coat, per manufacturer's recommendations.

B. **Cementitious Grout (Non-Shrink)**

- 1. **MasterFlow 928** BASF
- 2. **SikaQuick 1000** Sika

2.7 Cementitious Fill (To Establish Slope)

A. **Rapid Hardening Cementitious Fill**

- 1. **T-17 Patch Material** Transpo
- 2. **SikaQuick 1000** Sika

2.8 Rigid Roof Insulation

A. **Extruded Polystyrene Insulation**

- 1. **Styrofoam Plazamate** Dow
60 psi min. compressive strength
- 2. **InsulFoam XV** Carlisle
60 psi min. compressive strength
- 3. **Foamular 604** Owens Corning
60 psi min. compressive strength

2.9 Pavers (Pedestal)

- A. All products in this Section must be acceptable to the manufacturer of the overall paving system.
- B. Where paving system is installed as part of an inverted roof membrane assembly, all products must be acceptable to the manufacturer of the overall roofing system, and used in accordance with manufacturer's recommendations.
- C. Concrete pavers: Comply with ASTM C 936.



- D. Manufacturers: The following is a list of acceptable paver manufacturers subject to fluid-applied roofing system manufacturers' approval, if applicable:
 - a. Hanover.
 - b. Wausau.
 - c. Westile.
- E. Products for incorporating into the Work have been designated as follows:
 - 1. Basis of Design: Where a named product is indicated as the basis of design, the named product embodies the salient characteristics (i.e. qualities related to type, function, dimension, in-service performance, physical properties, appearance, etc.) required by the Architect.
 - a. Provide the named product indicated, or
 - b. Provide a product comparable to the named product, whose salient characteristic meet or exceed those of the named product. The comparable product must be approved through the submittal process. The burden of proof of the merit of a proposed comparable product is on the Contractor.

F. Precast Concrete Ballast Pavers

- 1. Salient Characteristics:
 - a. Description: 2' x 2' concrete paver
 - b. Size: As specified on drawings.
 - c. Thickness: 2-3/8 inches, minimum.
 - d. Weight: 23 psf, minimum.
 - e. Dimensional tolerance: 1/16 inch, maximum.
 - f. Compressive strength: 8,000 psi, minimum.
 - g. Color: Standard color selected by Owner.
 - h. Finish: Standard finish.

2.10 Pedestal Supports

A. Paver Alignment Tab

- 1. **Spacer Tab** Hanover
- 2. **Terra Tab** Wausau

B. EPDM Pedestals

- 1. **Hanover High Tab** Hanover
- 2. **Waffle Reducer** Wausau



2.11 Accessories

A. Equipment Pad

- | | |
|----------------------------------|-------------|
| 1. UltraLite Equipment Pad | DiversiTech |
| Thickness: 3" | |
| 2. D Condenser Pad | Hamilton |
| Thickness: 3" | |
| 3. Air Conditioner Condenser Pad | Winchester |
| Thickness: 3" | |

B. Drainage Mat

- | | |
|------------------------|-----------|
| 2. Enkadrain | Colbond |
| 3. DB650 | Henry |
| 4. Hydrodrain | Hydrotech |
| 5. Paradrain | Siplast |
| 6. Drainage Mat 720 | Sika |
| 7. SopraDrain Eco-Vent | Soprema |

PART 3 - EXECUTION

3.1 General:

- A. Coordinate the installation
- B. so that each completed area is made watertight at the end of each day.

3.2 Manufacturer's Instructions and Recommendations

- A. Comply with manufacturer's written installation instructions and recommendations for applications indicated.
- B. If written instructions are not available or do not apply to Project conditions, consult manufacturer's authorized representative for specific recommendations before proceeding with Work. Document such recommendations in detail and submit to Architect along with Product Data.

3.3 Odor Control Measures

- A. Implement odor control and elimination measures prior to and during the application of the roofing materials in accordance with manufacturer's recommendations and regulatory authorities.

3.4 Preparation of Substrate

- A. Substrate conditions are to be evaluated by Contractor, Architect, and roofing manufacturer to determine the extent of repair and leveling required.
- B. Unacceptable substrates, per manufacturer's warranty requirements, shall be brought to the Architect's attention in writing immediately upon discovery.
- C. Existing concrete substrate should be prepared per manufacturer's recommendations and in accordance with ASTM D4259. Concrete should be abraded to comply with ICRI CSP 2-4.
- D. Clean, level, and repair substrate in manner recommended by roofing manufacturer. Allow time for curing of repair mortars and patching/leveling compounds, prior to application of membrane system.
- E. Additional substrate preparation is required in the event pre-construction tests do not meet manufacturer's recommendations.
- F. Inspection of Prepared Substrate: Provide two (2) business days written notice to Architect and roofing manufacturer to inspect fully prepared substrate. Implement additional preparation specified in writing by Architect or manufacturer. Obtain manufacturer's written acceptance prior to proceeding with Work.

3.5 Installation of Roofing System

- A. Install roofing system in accordance with manufacturer's written instructions and recommendations.

3.6 Paver Layout

- A. Measure area to receive pavers and cut and fit units at irregular areas. No paver dimension shall be less than 6 inches. All paver cuts shall be perpendicular to beveled edges except where beveled edge is to be removed for forming around penetrations.

3.7 Paver Manufacturer's Instructions and Recommendations

- A. Comply with manufacturer's written installation instructions and recommendations for applications indicated.
- B. If written instructions are not available or do not apply to Project conditions, consult manufacturer's authorized representative for specific recommendations before proceeding with Work. Document such recommendations in detail and submit to Architect along with Product Data.

3.8 Paver Installation

- A. Installation shall begin at corners placing the first row with the downward/outward bevel towards the perimeter.
- B. Joint width shall be uniform. Joint width at walls shall not exceed 1/2 inch.
- C. Adjust pedestals such that each precast paver is level, and is supported on all four corners.



THE CITY COLLEGE OF NEW YORK
SHEPARD HALL
ROOF REPLACEMENT AND FAÇADE REPAIRS
DASNY # 363580 SSX # 6353 R01
BID SUBMISSION

END SECTION 075600



APPENDIX A

WARRANTY AND MAINTENANCE AGREEMENT

TOTAL ROOF SYSTEM WARRANTY

Warranty #: _____ **Square Footage:** _____
DASNY JDE #: _____
Building Name: _____
Facility: _____
Warranty Period: Twenty years Beginning MM/DD/YYYY
Roofing Contractor & Contact: _____
Roofing Contractor Address: _____
Roofing Contractor Telephone: _____
Roofing Contractor Fax: _____
Roofing Contractor Email Address: _____
Roofing Manufacturer & Contact: _____
Roofing Manufacturer Address: _____
Roofing Manufacturer Telephone: _____
Roofing Manufacturer Fax: _____
Roofing Manufacturer Email Address: _____
Facility Contact: _____
Facility Address: _____
Facility Telephone: _____
Facility Fax: _____
Facility Email Address: _____

TERMS, CONDITIONS AND LIMITATIONS

- A. Upon completion of the Roofing System and as a condition of its acceptance, deliver to the Owner two (2) copies of the following "Warranty and Maintenance Agreement", signed by the Contractor and the Roofing Manufacturer. This is a total system warranty, covering all roofing components provided by the Contractor or Roofing Manufacturer, including, but not limited to, membrane, fasteners, asphalt, insulation, insulation adhesive, cover board, membrane flashing, metal coping, metal cap flashing and/or gravel stop assemblies.
- B. Upon execution of this document, the undersigned Contractor hereby proposes and agrees, for a period of two (2) years after final acceptance of the roof, to make immediate repairs as required to stop leaks or correct defects in the roofing system. Said repairs shall be made within seventy-two (72) hours of the receipt of a notice from the Owner by telephone, fax, email or letter. Subject to provisions established in Paragraph E below, the Contractor further agrees to make such repairs without reference to or consideration of the cause or nature of such leaks or defects. (See Surety Bond section below for additional requirements.)
- C. Upon execution of this document, the undersigned Roofing Manufacturer hereby proposes and agrees, for a period of twenty (20) years after final acceptance of the roof, to make immediate

- repairs as required to stop leaks or correct defects in the roofing system. Said repairs shall be made within seventy-two (72) hours of the receipt of a notice from the Owner by telephone, fax, email or letter. Subject to provisions established in Paragraph E below, the Roofing Manufacturer further agrees to make such repairs without reference to or consideration of the cause or nature of such leaks or defects.
- D. Five (5) consecutive annual inspections, commencing one (1) year after acceptance of the work by the Owner, shall be made by the Manufacturer of the roofing system. The Manufacturer shall be responsible for contacting the Owner and scheduling the annual inspections. The Manufacturer shall submit a written report, within ten (10) days of the inspection, to the Owner, which shall include, but not be limited to, any indication of damage, deterioration, unusual wear, weathering effects, or no apparent defects at all. Further, the Manufacturer shall arrange and pay for the immediate repairs needed to stop any potential leaks or correct any defects discovered during the annual inspections, subject to provisions established in Paragraph E below.
- E. Repairs required within the stated period will be provided without cost to the Owner, except that repairs required consequent to an Act of God, abuse, alteration, or failure of the substrata or supporting structure (other than caused by defects in the roofing system) will be paid for by the Owner upon completion of the repair in each instance. Any determination on whether the repairs are the Owner's responsibility will be made by an independent third party.
- F. Repairs that are the Owner's responsibility to pay shall be invoiced to the Owner at the prevailing wage rates, and shall include an itemized breakdown of quantities plus unit cost for labor and materials, and shall include not more than twenty (20) percent markup for overhead and profit.
- G. Unless otherwise specified, the roofing system shall be warranted against failure due to wind speeds up to and including one hundred and ten (110) miles per hour, regardless of building height, as measured at the closest office of the National Weather Service.
- H. This Warranty and Maintenance Agreement, and the enforcement of its provisions, shall not deprive the Owner of any action, right, or remedy otherwise available to them.



SURETY BOND

The Contractor shall, as principal, furnish to the Owner before final payment a surety bond guaranteeing the installation of the total roofing system, including all membrane, fasteners, asphalt, insulation, insulation adhesive, cover board, membrane flashing, metal coping, metal cap flashing and/or gravel stop assemblies installed in connection with same, free from defects as to the materials, workmanship, leaks, and damage as a result of leaking. Guarantee shall be for a period of two (2) years from the date of final acceptance of the roof. Said bond shall be in the amount of fifty (50) percent of the cost of the original bid amount (roof system installation and associated removals) as determined by the Owner from a detailed estimate or other information available.

ROOFING CONTRACTOR

By:

ROOFING MANUFACTURER

By:

Authorized Signature _____
Title

Authorized Signature _____
Title

076200

FLASHING (SHEET METAL AND FLEXIBLE)

PART 1 - GENERAL

1.01 Summary

- A. This Section includes flashing (e.g. in-wall flashing, counter flashing), and related accessories.
- B. Excludes roof membrane flashing which is integrally installed with roofing membrane systems. Roof membrane flashing is specified in the roofing Sections.
- C. Related Sections:
 - 1. 014000 (Quality Requirements).
 - 2. 016000 (Product Requirements).
 - 3. 017300 (Execution).

1.02 Submittals

- A. Product Data: For each product specified in Part 2 - Products.
- B. Samples:
 - 1. Sheet Metal: For each type to be incorporated in the Work. Samples shall be 12" square.
 - 2. Pre-formed Sheet Metal Flashing: For each type to be incorporated in the Work. Samples shall be 12" long.
 - 3. Sheet Metal Counterflashing: For each type to be incorporated in the Work. Samples shall be 12" long.
 - 4. Composite Fabric Flashing: For each type to be incorporated in the Work. Samples shall be 12" square.
 - 5. Accessories: For each type of termination bar, metal clip, strap, anchor, and hammer drive anchor to be incorporated in the Work.
- C. Shop Drawings: Showing each type of counterflashing and pre-formed sheet metal components including cleats, springs, splice plates; fastener type, size, spacing; and related accessories.
- D. Fabricator Qualifications: For sheet metal fabrications. Obtain written acceptance from Architect, prior to commencement with fabrication Work.
- E. Fabricator Certification / System Letter: Prepared and signed by sheet metal fabricator, listing all components of each type of assembly. The fabricator must certify that each system complies with wind pressure resistance as specified in the "Performance Requirements" article in this Section, and will achieve the specified warranty for each application.

1.03 Performance Requirements

- A. Wind Pressure Resistance: Pre-formed sheet metal pertaining to coping and/or roof edge metal systems, including blocking shall resist wind pressures in accordance with ANSI/SPRI ES-1 and applicable building codes.

PART 2 - PRODUCTS

2.01 General

- A. General Metal Fabrication: Shop fabricate sheet metal units to greatest extent possible. Comply with details shown, and with applicable requirements of SMACNA "Architectural Sheet Metal Manual" and other recognized industry practices. Fabricate for waterproof and weather resistant performance; with expansion provisions for running Work, sufficient to permanently prevent leakage, damage or deterioration of the Work. Form units to fit substrates. Form exposed sheet metal Work without excessive oil canning, buckling and tool marks, true at line and levels indicated, with exposed edges folded back to form hems.
- B. Seams: Fabricate non-moving seams in sheet metal with flat lock seams. For metal, tin edges to be seamed, form seams, and solder.
- C. Expansion Provisions: Where lapped or bayonet type expansion provisions in Work cannot be used, or would not be sufficiently water/weatherproof, form expansion joints of intermeshing hooked flanges, not less than 1" deep, filled with sealant (concealed within joints).
- D. Sealant Joints: Where movable, non-expansion type joints are indicated or required for proper performance of Work, form metal to provide for proper installation of sealant, in compliance with SMACNA standards.

2.02 Sheet Metal

A. **Lead Coated Copper**

- 1. ASTM B 101, cold rolled sheet and strip copper except where soft temper is required for forming. Provide lead coating of 0.06 to 0.07 lbs. per sq. ft. on each side of copper surface.

2.03 Sheet Metal Panel and Accessories

A. **Sheet Metal Sill Pan**

- 1. Acceptable Product: 20 oz. Copper

B. **Continuous Cleats**

- 1. Acceptable Product: 20 oz. Copper



C. **Cleats (Lead Coated Copper)**

1. Acceptable Product: 16 oz. Lead Coated Copper (2" wide). Provide lead coating of 0.06 lbs. per sq. ft. on exposed copper surfaces.

D. **Fasteners (Sheet Metal)**

1. Nails: "stronghold" type copper nails with large head (not less than #12 gauge)
2. Screws: Non-corrosive, 5/8 inch self-tapping screws for wood substrate
3. Anchors: lead alloy expansion shields

2.04 Pre-Formed Sheet Metal Flashing

A. **Pre-Formed Sheet Metal Flashing (Lead Coated Copper)**

1. Comply with ASTM B 101, brake formed 16 oz. hard temper (Type H00) cold rolled copper, unless otherwise noted. Provide lead coating of 0.06 lbs. per sq. ft. on exposed copper surfaces.

2.05 Flexible Flashing

A. **Modified Bitumen Flexible Flashing**

1. **Bituthene 4000** GCP Applied Technologies

2.06 Sheet Metal Counterflashing

A. **2-Piece Counterflashing (Lead Coated Copper)**

1. Comply with ASTM B 101, 16 oz. hard temper (Type H00) cold rolled copper. Provide lead coating of 0.06 lbs. per sq. ft. on exposed copper surfaces.

2.07 Accessories

A. **Solder (for copper)**

1. 50 - 50 tin / lead solder (ASTM B 32), with rosin flux.

B. **Utility Mastic**

1. **Cop-R-Tite** York

C. **Pop Rivet**

1. **POP Rivet** Stanley
Match material being secured.
2. **Grip Range Rivet** Fastenal
Match material being secured.

2.08 General

- A. Fabrication: Unless otherwise indicated, fabricate the required sheet metal components from the following materials and gages:
1. Standing Seam: 16 oz. copper.
 2. Flat Seam: 20 oz. copper.
 3. Cleats: 16 oz. copper.
 4. Continuous Edge strips: 20 oz. copper.
 5. Valley Sheets: 20 oz. copper.
- B. Workmanship:
1. Tinning and Soldering:
 - a. Tin all surfaces of uncoated metal in contact with solder.
 - b. Wire brush all surfaces of coated metals in contact with solder. Produce a clean and bright surface.
 - c. Apply flux as required.
 - d. Sweat solder thoroughly into seams, completely filling the full width of the seam.
 - e. Upon completion of soldering, remove all traces of flux residue. If required, apply a neutralizing wash followed by a clean water wash.
 - f. All soldering shall be done with soldering irons (heavy coppers).
 2. Cross Folded Seams: Where sheet metal is cross folded at a right angle to the first fold, slit the folded portion of the metal at the cross fold and solder a metal patch over the slit to avoid binding.

2.09 Installation Requirements

- A. General:
1. Except as otherwise indicated, comply with manufacturer's installation instructions and recommendations, and with SMACNA "Architectural Sheet Metal Manual".
 2. Anchor units of work securely in place by methods indicated, providing for thermal expansion of metal units. Conceal fasteners where possible.
 3. Completely isolate dissimilar metals or corrosive substrates to achieve permanent separation to prevent electrolytic corrosion.
 4. Set units true to line, levels, and slopes.
 5. Install work with laps, joints, and seams that are permanently watertight and weather resistant. Laps shall be 4" minimum, unless otherwise indicated on drawings.
- B. Roof Edge Flashing and Copings: Anchor to resist uplift and outward forces to meet performance requirements.
- C. Counterflashing:

1. Coordinate installation of counterflashing with installation of base flashing and fit counterflashing tightly to base flashing.
2. Where reglets are indicated on drawings, secure counterflashing in waterproof manner by means of lead wedges and seal as indicated on drawings.
3. Where the roof slope requires a vertical step in the counterflashing, the counterflashing shall be fabricated and installed (including miters) to provide continuous counterflashing along horizontal lines and vertical steps. Coordinate installations of wall flashing with installation of wall-opening components such as windows, doors, and louvers.

2.10 Installation of Sheet Metal at Slate Roof Gutters

A. Standing Seam (Use only for slopes 3"/ft and greater):

1. General:
 - a. Form pans or rolls from 8' or 10' long sheet not more than 24" wide.
 - b. Start alternating pans or rolls at eaves with half-length sheets, staggering transverse seams.
 - c. Place cleats one foot apart in each standing seam. Secure each cleat with two nails. Turn end of cleat up and over to cover nails.
 - d. Provide loose-lock seams at all connections to valley flashing and edge strips.
2. Standing Seams:
 - a. Form 5 ply standing lock seams with finished height of 1" on straight surfaces and 1/2" on curved surfaces.
 - b. Bend one side edge up 1-1/2" and the other 1-3/4". Make first fold 1/4" wide and second fold 1/2" wide to obtain a locked portion of 5 ply thickness.
 - c. At eaves, fold lower end of seam over at a 45 degrees angle.
 - d. At hips and ridges, flatten seam for a distance of 6" and fold into ridge or hip seam.
3. Pan Method: Fold lower end of each pan 3/4" under. Slit fold 1" away from corner to form tab where pan turns up into standing seam.
 - a. Roof Slopes 3" to 6" per foot: Fold upper end of each pan 1/2" over. Solder a 1-1/2" wide locking strip continuously across the pan 4" below the top folded edge. Hook the 3/4" fold of the lower end of each pan into the locking strip of the pan below.
 - b. Roof slopes more than 6" per foot: Fold upper end of each pan 2" over. Hook the 3/4" fold at the lower end of the upper pan into the 2"fold of the underlying pan.
 - c. Roll Method: Join sheets together with 1/2" wide double lock seams to form continuous strips equal to the length of the slope. Form the standing seams at the site as specified in this Section.
 - d. Ridges and Hips: Provide standing seams as specified for the main roofing sheets.

B. Flat Seam Roofing

1. Roofing Sheets:

- a. Form pieces from sheets not larger than 18" x 24". Notch corners and fold edges 3/4". Lay sheets in courses parallel with eaves and with shorter dimension of sheets at right angles to course. Stagger cross joints.
- b. Secure sheets to deck with cleats, fastened with 2 nails each. Place one cleat at each intersection of longitudinal and transverse seam. Place one cleat in the center of each transverse seam. Fold cleats into seams.
- c. Solder all seams thoroughly to produce watertight joints; pre-tin and solder with soldering irons (heavy coppers).
- d. Where sheets are turned up on vertical surfaces (such as base flashings), seal seams with Type 2 sealant.

C. Valleys

1. Install valley sheets in lengths of not more than 10 feet. Make 6" laps in the direction of the flow. Extend the sides of the sheets 6" under the roofing. Fold side edges 1/2" over and secure with cleats spaced not more than 18" apart. Provide 3/4" double fold or continuous soldered lock strip 6" away from each side edge to engage lower end of roofing sheets with a 3/4" loose lock.
2. Integral base flashing: Where required, turn metal roof sheets or pans up on vertical surfaces to form an integral base flashing. Terminate the top edge of the base flashing not less than 3" above the bottom edge of the cap flashing. Where base flashing is less than 6" in total height, connect the base flashing to the cap flashing with a 3/4" sealed lock seam.

2.11 Manufacturer's Instructions and Recommendations

- A. Comply with manufacturer's written installation instructions and recommendations for applications indicated.
- B. If written instructions are not available or do not apply to Project conditions, consult manufacturer's authorized representative for specific recommendations before proceeding with Work. Document such recommendations in detail and submit to Architect along with Product Data.

2.12 Cleanup and Protection

- A. Clean exposed metal surfaces, removing substances which might cause corrosion of metal or deterioration of finish.
- B. Ensure that work will be without damage or deterioration, other than natural weathering, at time of substantial completion.

END OF SECTION 076200



077123

MANUFACTURED GUTTERS, DOWNSPOUTS AND SCUPPERS

PART 1 - GENERAL

1.01 Summary

- A. This Section includes manufactured sheet metal gutters, downspouts (leaders), conductor heads, scuppers, and related accessories, collectively referred to as gutter and downspout systems.
- B. Related Sections:
 - 1. 014000 (Quality Requirements).
 - 2. 016000 (Product Requirements).
 - 3. 017300 (Execution).

1.02 Submittals

- A. Product Data: For each product specified in Part 2 - Products.
- B. Samples:
 - 1. Gutter: For each type to be incorporated in the Work, including miscellaneous accessories and fasteners. Sample shall be 12" long.
 - 2. Downspouts: For each type to be incorporated in the Work, including miscellaneous accessories and fasteners. Sample shall be 12" long.
 - 3. Conductor heads: For each type to be incorporated in the Work, including miscellaneous accessories and fasteners.
- C. Shop Drawings: Showing gutter and downspout systems including layout, and size of components; details of attachment; and adjacent materials, and Work.
- D. Manufacturer Certification / System Letter: Prepared and signed by gutter and downspout system manufacturer, listing all components of each type of assembly. The manufacturer must certify that each system complies with wind pressure resistance as specified in the "Performance Requirements" article in this Section, and will achieve the specified warranty for each application.

1.03 Performance Requirements

- A. Wind Design Considerations: Gutter and downspout systems shall comply with wind design standards specified in ANSI/SPRI GD-1 and applicable building codes.

1.04 Project Conditions

- A. Do not proceed with installation of sealants under the following conditions:





1. When conditions are outside the limitations permitted by the product manufacturer.
2. When ambient and substrate temperature is below 40° F.
3. When substrates are damp or wet. Comply with ASTM C 1193 Paragraph 5.8.3 (Moisture) and Paragraph 16.2 (Environmental Conditions).

PART 2 - PRODUCTS

2.01 General

- A. Miscellaneous Accessories: Include exposed and concealed fasteners, straps, hangers, and continuous clips; seals, and sealants; and other accessories; as recommended by manufacturer and required for complete assembly of systems indicated.

2.02 Gutters, Downspouts and Scuppers

- A. **Downspout**
Lead-coated copper
 1. **Downspout** OMG Roofing Products
 2. **Seal-Tite Industrial Downspout** Metal-Era

2.03 Accessories

- A. **Downspout Straps**
Lead-coated copper
 1. As recommended by manufacturer.
- B. **Splash Block**
 1. **SplashGuard SG24** Suncast Corporation

PART 3 - EXECUTION

3.01 General

- A. Coordinate installation with roofing, flashing, masonry and substrate Work to ensure that each element of this Work performs properly and that combined elements are sound, waterproofed and properly secured. Anchor and secure to substrate to withstand lateral and thermal stresses.
- B. Completely isolate dissimilar metals or corrosive substrates to achieve permanent separation to prevent electrolytic corrosion.

3.02 Manufacturer's Instructions and Recommendations

- A. Comply with manufacturer's written installation instructions and recommendations for applications indicated.



- B. If written instructions are not available or do not apply to Project conditions, consult manufacturer's authorized representative for specific recommendations before proceeding with Work. Document such recommendations in detail and submit to Architect along with Product Data.

3.03 Cleaning

- A. Clean exposed metal surfaces in accordance with manufacturer's instruction.

3.04 Touch-up

- A. Touch-up damaged metal coatings.

END OF SECTION 077123



077253 SNOW GUARDS

PART 1 - GENERAL

1.01 Summary

- A. Extent of snow guard system work is indicated on Drawings and by provisions of this section and is defined to include slate roof snow guards, including the appropriate accessories and fasteners
- B. Related Sections:
 - 1. 014000 (Quality Requirements).
 - 2. 016000 (Product Requirements).
 - 3. 017300 (Execution).
 - 4. 061000 (Rough Carpentry).
 - 5. 073126 (Slate Shingles).

1.02 Performance Requirements

- A. Snow Loads: Snow guard system shall withstand roof snow loads per NYC Building Code.
- B. Wind Uplift Pressure Resistance: Snow guard system shall resist wind uplift pressures in accordance with ASCE 7 and applicable building codes.
- C. Follow manufacturer's recommendations for base plate spacing and fasteners to achieve wind uplift pressure resistance values listed in product testing data.

1.03 Submittals

- A. Product Data: For each product specified in Part 2 – Products.
- B. Samples:
 - 1. Base Plate
 - 2. Pipe Assembly System: 12" section, including end caps
 - 3. Fasteners: Three fasteners for each type, length and finish.
- C. Installer Qualifications: Provide written evidence to the Architect indicating work experience.
- D. Manufacturer Approved Installer Credentials: Prior to pre-installation conference, submit installer credentials issued by manufacturer of roofing products.
- E. Shop Drawings:



1. Snow guard layout for each roof from the manufacturer. Show locations, including base plates and thermal expansion breaks in bars, typical attachment details and angle of guards to withstand retained roof snow loads per NYC Building Codes.

1.04 Quality Assurance

- A. Installer to be experienced in the installation of slate roofing and snow guards for not less than 5 years.

1.05 Project Conditions

- A. Weather Conditions:
 1. Proceed with work only when existing and predicted weather conditions do not include precipitation.
 2. Do not proceed with work if moisture, snow, or ice is present on the roof.

1.06 Delivery, Storage and Handling

- A. Deliver materials to site in manufacturer's original and unopened containers and packaging, bearing labels as to type and names of products and manufacturers.
- B. Store and Handling:
 1. Follow manufacturer's recommendations regarding temperature limitations for storage and installation.
 2. Store and handle roofing materials in a manner which will prevent moisture pick up and damage. Store in a dry, well ventilated, weather tight place. Unless protected from weather or other moisture sources, do not leave unsecured materials on the roof overnight or when roofing work is not in progress.
 3. Stage materials on the building in a manner to avoid significant or permanent damage to the roof or flashings.

1.07 Coordination

- A. Coordinate installation with the slate roof work.

1.08 Warranty

- A. Snow Guard Manufacturer Warranty: Submit snow guard manufacturer warranty, signed by the manufacturer and covering the snow guards described in this section, in which the manufacturer agrees to replace any defective materials or workmanship by snow guard manufacturer furnished under this contract without cost to the owner for a period of two years.
- B. Roofing Installer's Warranty: Include in roofing installer's warranty, signed by roofing Installer and covering Work of this Section, in which roofing Installer agrees to repair or replace any snow guards that fails in materials or workmanship within the following warranty period:
 1. Warranty Period: Five years from date of Substantial Completion.



2. The Performance Bonding Company's guarantee shall be for the entire two year warranty period.

PART 2 - PRODUCTS

2.01 Adjustable Snow Guards - Stainless Steel (Mill Finish)

A. Snow Guard Bracket

1. 304 Stainless Steel, Adjustable Angle PP225 Alpine SnowGuards
Or Approved Equal

B. Base Plate

1. 304 Stainless Steel (11" x 18" to match slate shingle size, 11 gage) with 4 pre-drilled countersunk holes per plate PP225 Alpine SnowGuards
Or Approved Equal

C. Tubing

1. 304 Stainless Steel, 6000 Series, 1" outside diameter, 0.120" wall thickness, extruded PP225 Alpine SnowGuards
Or Approved Equal

D. Couplings

1. 304 Stainless Steel PP225 Alpine SnowGuards
Or Approved Equal
Internal, Concealed Coupling – 3" long
External, Exposed Coupling – 5" long; can also serve as expansion mechanism

E. End Caps

1. 304 Stainless Steel PP225 Alpine SnowGuards
Or Approved Equal

F. End Collars

1. 304 Stainless Steel PP225 Alpine SnowGuards
Or Approved Equal

G. Fasteners

1. 304 Stainless Steel Screws (Countersunk), meeting snow guard manufacturer's min. pull out values. Size as indicated in drawings or recommended by snow guard manufacturer. Provide neoprene gaskets at all exposed fasteners.

PART 3 - EXECUTION

3.01 Examination

A. Substrate

1. Inspect structure on which snow guard system is to be installed and verify that it will withstand any additional loading that it may incur. Notify general contractor of any deficiencies before installing.
2. Verify that roofing material has been installed correctly prior to installing snow guards.

3.02 Installation

- A. Comply with architectural drawings, approved shop drawings and snow guard manufacturer's recommendations for location of system. Comply with manufacturer's written installation instructions for installation and layout.
- B. Coordinate installation with slate roofing work.

3.03 Protection

- A. Protect snow guards during construction. Do not place other materials or loads on them.

3.04 Cleaning

- A. Remove excess materials and debris from the Project site.
- B. Remove dust, fingerprints, grease, rust or any other contaminants from the stainless steel snow guards per manufacturer's recommendations.

END OF SECTION 077253



079200 JOINT SEALANTS

PART 1 - GENERAL

1.01 Summary

- A. This Section includes joint sealants, and related cleaners, primers and accessories (e.g., backer rod, etc.).
- B. Related Sections:
 - 1. 014000 (Quality Requirements).
 - 2. 016000 (Product Requirements).
 - 3. 017300 (Execution).
 - 4. 034900 (Glass-fiber Reinforced Concrete).
 - 5. 040130 (Terra Cotta Restoration).
 - 6. 086300 (Skylights).

1.02 Submittals

- A. Product Data: For each product specified in Part 2 - Products.
- B. Samples:
 - 1. Sealant: For each type and color of sealant to be incorporated in the Work. Samples shall be fully cured.
 - 2. Lead Weather Cap.
- C. Pre-construction Test Reports:
 - 1. Compatibility and Adhesion Test Reports.
 - 2. Field Adhesion Test Reports.
- D. Joint Sealant Installation Log (On-demand).
- E. Warranty Prerequisites:
 - 1. Sample Warranty: Prior to installation, submit sample warranty and warranted application procedures from manufacturer.
 - 2. Manufacturer Inspection Reports/Certifications (On-demand).

1.03 Performance Requirements

- A. Provide joint sealants that establish and maintain watertight and airtight continuous joint seals without staining or deteriorating joint substrates.



1.04 Tests and Inspections

A. Pre-construction Testing:

1. Compatibility and Adhesion Testing:

- a. Test Specimens: Provide to joint sealant manufacturer four (4) test specimens of each Project joint substrate and other materials that will contact or affect joint sealants (e.g., shims, backings, secondary seals, etc.).
- b. Testing: Manufacturer shall perform required tests to determine compatibility of materials with one another, and whether priming and other specific joint preparation techniques are required to obtain rapid, optimum adhesion of joint sealants to joint substrates.
- c. Test Reports: Obtain from manufacturer test reports and written recommendations for primers and substrate preparation needed for adhesion. Where joint sealants are specified to be non-bleeding (or non-staining) to porous substrates, manufacturer shall certify that the sealant products have undergone testing according to ASTM C 1248 and have not stained porous joint substrates indicated for Project.
- d. Acceptance: Obtain Architect's written acceptance of test reports and recommendations before proceeding with joint sealant Work.

2. Field Adhesion Testing:

- a. Performance Models: Construct performance models following joint sealant manufacturer's recommendations for removal of sealant and backings (at existing joints), joint preparation, and installation of sealant. Individual models shall be constructed for each combination of joint substrate and sealant represented on the Project, at locations determined by Architect, and each shall be a minimum of three (3) feet in length.
- b. Testing: Follow joint sealant manufacturer's test recommendations. Where manufacturer does not specify test recommendations, follow Method A (Field-Applied Sealant Joint Hand Pull Tab) in Appendix X1.1 in ASTM C 1193 appropriate for the types of Project joints. For joints with dissimilar substrates, verify adhesion to each substrate separately.
 - 1) Arrange for Architect and manufacturer's authorized representative to be present at testing, provide five (5) business days' notice.
 - 2) Retest as necessary until satisfactory adhesion is obtained.
- c. Test Reports: Reports shall include date of test, location, date joint sealant was installed, Project joint substrates involved, joint preparation method, sealant and other products used, test method, and test results.
- d. Acceptance: Obtain Architect's written acceptance of test results before proceeding with joint sealant Work.

1.05 Joint Sealant Installation Log

- A. Maintain a tabular log of all joint sealant installations including columns for date, temperature, weather conditions, and location(s).



1.06 Project Conditions

- A. Do not proceed with installation of joint sealants (and primers) under the following conditions:
 - 1. When conditions are outside the limitations permitted by the product manufacturer.
 - 2. When ambient and joint substrate temperature is below 40° F.
 - 3. When joint substrates are damp or wet. Comply with ASTM C 1193 Paragraph 5.8.3 (Moisture) and Paragraph 16.2 (Environmental Conditions).
 - 4. When joints do not comply with requirements for joint configurations, and sealant installation tolerances.

1.07 Warranty

- A. Joint Sealant Manufacturer's Warranty: Written form in which manufacturer agrees to furnish joint sealants to repair or replace those that do not comply with performance and other requirements specified in the Contract Documents during the warranty period.
 - 1. Warranty Period for Silicone Sealants: Twenty (20) Years, No Dollar Limit (NDL).
- B. Manufacturer's Inspection and Certification:
 - 1. Coordinate inspections required by manufacturer. Provide three (3) business days' notice to manufacturer's authorized representative to inspect Work at the required milestones or intervals. No Work is to proceed until after each inspection is completed with written acceptance by manufacturer's authorized representative.
 - 2. Upon acceptance of completed Work by manufacturer, obtain manufacturer's certification stating that the Work complies with the requirements for Warranty.

PART 2 - PRODUCTS

2.01 General

- A. Product Callout Abbreviations Key: Sealant product callouts include the following abbreviations:
 - 1. NT..... Non-traffic
 - 2. NS Nonsag
- B. Colors of Exposed Sealant Joints: Where not specifically indicated, Architect will select colors through the sample submittal process.

2.02 Sealants – For General Weathersealing (Non-traffic / Non-sag)

- A. **Sealant: NT(NS) Skylights / Metal**
 - 1. **756 SMS Building Sealant** Dow Corning Corporation
Non-bleed Formulation
 - 2. **SilPruf NB SCS9000** Momentive Performance
Non-bleed Formulation Materials



B. **Non-staining Sealant: NT(NS) GFRC / Terracotta**

- | | |
|---|------------------------------------|
| 3. 756 SMS Building Sealant
Non-bleed Formulation | Dow Corning Corporation |
| 4. SilPruf NB SCS9000
Non-bleed Formulation | Momentive Performance
Materials |

2.03 Cleaners and Primers

A. **Cleaner**

1. Non-staining cleaner as recommended by sealant manufacturer for each substrate.

B. **Primer**

1. Non-staining primer as recommended by sealant manufacturer.

2.04 Accessories

A. **Backer Rod**

1. As recommended by sealant manufacturer.

B. **Bond Breaker Tape**

1. As recommended by sealant manufacturer to prevent bond between sealant and joint filler or other materials at back surface of joint.

C. **Masking**

1. Pressure sensitive tape that will not leave residue upon removal from substrate (as manufactured by 3M).

PART 3 - EXECUTION

3.01 Removal of Existing Joint Sealant

- A. Where existing sealant is indicated to be replaced, perform selective demolition as follows:
1. Remove sealant (and backings as applicable), sealant and primer residue, and other contaminants capable of interfering with adhesion of new sealant to joint substrates.
 2. Remove only that portion of existing sealant (and backing, as applicable) that can be installed the same working day.

3.02 Preparation

- A. Surface Cleaning of Joints: Clean out joints immediately before installation as follows:

1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant.
 - a. Clean porous joint substrate surfaces by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants.
 - b. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air.
2. Remove laitance and form-release agents from concrete joint substrates.
 - a. Clean nonporous surfaces with cleaner as recommended by manufacturer. Ensure that cleaner does not stain, harm, or leave residues capable of interfering with adhesion of joint sealants on joint substrates.
- B. Joint Priming: Prime joint substrates as recommended by joint sealant manufacturer. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.03 Installation

- A. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- B. Install sealant backings of type indicated to support sealants during application and at position required to produce uniform cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 1. Do not leave gaps between ends of sealant backings.
 2. Do not stretch, twist, puncture, or tear sealant backings.
 3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- C. Install sealants at the same time backings are installed and using proven techniques that comply with the following:
 1. Place sealants so they directly contact and fully wet joint substrates with sealant.
 2. Completely fill recesses in each joint configuration.
 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- D. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
 1. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.

2. Provide concave joint configuration per Figure 8A in ASTM C 1193, unless otherwise indicated.

3.04 Cleanup

- A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants, and manufacturers of joint substrate materials.

END OF SECTION 079200



086300 SKYLIGHTS

PART 1 - GENERAL

1.01 Summary

- A. This Section includes extent of work entailing skylights as indicated on the Drawings. Refer to Drawings for window locations, sizes, and additional requirements.
- B. Related Sections:
 - 1. 014000 (Quality Requirements).
 - 2. 016000 (Product Requirements).
 - 3. 017300 (Execution).
 - 4. 079200 (Joint Sealants).

1.02 Submittals

- A. Product Data: For each product specified in Part 2 - Products. Include certified test and laboratory reports as necessary to show compliance with requirements.
- B. Samples:
 - 1. Color Samples: For selected color coating to demonstrate maximum color variation between separate units to be provided. Samples shall be on two (2) window extrusions.
 - 2. Accessories: For each type of screen material.
 - 3. Glass: For each type of insulating glass and laminated glass units.
- C. Manufacturer Approved Installer Credentials: Prior to award of Contract, submit installer credentials issued by manufacturer of aluminum window products.
- D. Test Reports: Manufacturer's current reports from independent testing laboratory for component products requires as follows:
 - 1. Flame Spread and Smoke Development (ASTM D-635)
 - 2. Burn Extent (ASTM D-635)
 - 3. Color Difference (ASTM D-2244)
 - 4. Impact Strength (ASTM D-3841/SPI Method)
 - 5. Bond Strength (ASTM C-297 and ASTM D-1002)
 - 6. Accelerated Aging (ASTM E-1037)
 - 7. Beam Bending Strength (ASTM E-72)



- 8. Insulated "U" Factor (ASTM C-236)
- 9. Class A Roof Covering Burning Brand (ASTM E-108)
- 10. Class A Roof Assemblies (ASTM E 108)
- E. Shop Drawings: Submit shop drawings for the fabrication and installation of all work and associated components.
- F. Design Requirements: Professional Engineer's design certification form per Part 1.4C.
- G. Warranties: As specified in Part 1.6.

1.03 Quality Assurance

- A. Performance Requirements: The manufacturer shall be responsible for the design and fabrication of the skylight system in compliance with the Project Drawings and other requirements stipulated herein.
- B. Material and products shall be manufactured by companies continuously and regularly employed in the manufacture of materials of type specified, for a period of at least 3 consecutive years.
- C. Erection shall be by an installer which has been in the business of erecting materials of type specified for at least three (3) consecutive years; and can show evidence of satisfactory completion of projects of similar size and scope.
- D. Where components of the skylight system are provided by different Manufacturers, the components shall be compatible and capable of accomplishing an acceptable completed system.
- E. Regulatory Agencies:
 - 1. New York City Building Code, latest edition
 - 2. New York City Materials and Equipment Acceptance (MEA)

1.04 Design Requirements

- A. The skylight systems shall be fabricated by the manufacturer to conform to the Drawing Details and to the following requirements
 - 1. Sizes and configurations: as indicated on the Drawings
 - 2. Roof Slope: as detailed on Drawings
 - 3. Design Roof Live Load: 35psf, on horizontal projected surface
 - 4. Design wind load: 25 psf on vertically projected surface



5. Deflection of principal framing members (i.e. mullions) due to combined wind and snow loading shall not exceed $L/175$ where "L" is the span of the member.
 6. The skylight shall be designed to sustain a combined snow and wind load of 90 psf without permanent distortion or deformation.
 7. Earthquake Zone 2, in accordance with NYC Building Code.
 8. Glazing Material: as specified herein and which comply with the flammability, smoke development and toxicity restrictions of the Building Code of the City of New York.
 9. Provide for expansion and contraction due to temperature variations, of component materials over a minimum temperature range of 120°F.
 10. Interior and exterior guards of wire mesh, 3/4" - 1", 1/4" wire glass, #12 B & S gauge.
- B. The Contractor or the Manufacturer shall retain a Professional Engineer licensed in the State of New York who shall be responsible for the structural design of the skylight system. All shop drawings and calculations submissions pertaining to the skylight assemblies shall be signed and sealed by the Professional Engineer retained by the Contractor or the Manufacturer.
- C. The Professional Engineer shall submit the following certification form to the Engineer of Record with a copy to the Commissioner:

"To Whom it May Concern

Please be advised that the skylight system has been adequately designed and conforms to all applicable provisions of the New York City Building Code."

Certification Form shall be dated, name printed and signed by the Professional Engineer with affixed P.E. seal.

1.05 Warranty

- A. Wire Glass: 10-year written warranty against defective design, color and materials deterioration, bond integrity, and workmanship.

PART 2 - PRODUCTS

2.01 Skylight Glass

- A. **Wire Glass**
1/4" Thickness

2.02 Plexi Glass

- A. Clear Plexi Glass
1/4" Thick; cut to fit profile.



2.03 Fabrication

- A. Construction: Completely guttered glazing system; expansion joints located as required.
1. Fitting and assembly: in Manufacturer's shop. Where not possible to fit and permanently assemble Work in shop: completely assemble, mark, and disassemble before shipment to the job Site to assure proper fit and assembly in field.
 2. Rafter Bars: galvanized steel, designed for snap-in neoprene glazing gaskets, with integral condensation gutters; Cross bar gutter to set on top of and drain into rafter gutters.
 3. Waterproofing: continuous snap-in or slip-in neoprene glazing gaskets applied above and below the glazing. Use neoprene spacers as required, at all extrusions for glazing separation; at no point shall glazing come in contact with metal parts. Do not use butyl tape or similar type materials.
 4. Fasteners: concealed, except where shown otherwise on the Drawings.
 5. Complete shop cutting, fitting, forming, welding, drilling, and grinding of all metal work prior to cleaning, finishing, treatment, and application of coatings.
 6. Vented as per NYC Code for stair enclosure.

2.04 Flexible Sealing Tape

- A. Sealing tape shall be manufacturer's standard pre-applied to closure system at the factory under controlled conditions.

2.05 Gaskets

- A. All gaskets shall be extruded non-cellular thermoplastic, or thermoset rubber or silicone and shall conform to AAMA, SG-1-76.

PART 3 - EXECUTION

3.01 Removal

- A. Comply with 024119 (Selective Demolition).

3.02 Installation

- A. Comply with Manufacturer shop drawings and recommendations for installation of skylight and components.
- B. Place windows in openings; set plumb, square, and level without twist or bow, accurately fitted with tight joints and intersections. Anchor securely in place.

1. Do not use exposed fasteners on exterior except where unavoidable for application of hardware. Provide stainless steel screws for exposed fasteners.
 2. Locate all fasteners so as not to bridge the thermal break construction of windows.
- C. Fully insulate space between new units and existing frame.
- D. Sealant
1. Comply with Section 079200 for sealing perimeter of window units on exterior between windows and adjacent construction.
 2. Prepare surfaces for perimeter sealant installation and install bond breaker and backer rod (where required) and sealant in accordance with manufacturer's instructions.
 3. Back-seal with silicone all metal-to-metal lapped joints.

3.03 Adjust and Clean

- A. Clean aluminum surfaces promptly after installation of glazing, exercising care to avoid damage to protection coatings and finishes. Remove excess glazing and sealant compounds, dirt, and other substances.
- B. Clean all sandwich panel surfaces as recommended by Manufacturer.
- C. Clean all debris from the work area.

END OF SECTION 086300.

087100 DOOR HARDWARE

PART 1 - GENERAL

1.01 Summary

- A. This Section includes finish hardware (aka builder's hardware) for doors, such as, hinges, lock cylinders (with keys), lock and latch bolts, closures, saddles, weather stripping, etc.
- B. Related Sections:
 - 1. 014000 (Quality Requirements).
 - 2. 016000 (Product Requirements).
 - 3. 017300 (Execution).
 - 4. 075600 (Fluid Applied Roofing).
 - 5. 076200 (Flashing).

1.02 Submittals

- A. Product Data: For each product specified in Part 2 - Products.
- B. Samples:
 - 1. Threshold: For each type including fasteners in color selected.
- C. Master Hardware Table: Prior to ordering hardware, submit as indicated.

1.03 Quality Assurance

- A. Hardware Sets From Single Source: Obtain each kind of hardware (hinges, locks and latch sets, closures, etc.) from only one manufacturer.
- B. Comply with the following:
 - 1. American Insurance Association.
 - 2. National Board of Fire Underwriters Laboratories, Inc.
- C. Each hardware item shall bear a label or mark of the Underwriters Laboratories, Inc., indicating its conformity with requirements for its specified use.
- D. Fire Rated Openings: Provide hardware for fire-rated openings in compliance with NFPA 80. Provide only hardware which has been tested and listed by UL, FM, WH for types and sizes of doors required and which complies with requirements of door and door frame labels.
- E. Barrier Free Requirements: Maximum pressure applied to the latch area to open exterior doors shall not exceed fifteen (15) pounds. Interior doors which have a self-closing feature shall require pressure not to exceed eight (8) pounds.

1.04 Master Hardware Table

- A. Before any finish hardware is ordered or purchased, field verify all hardware requirements to ensure compatibility.
- B. Prepare a complete master hardware table listing all finish hardware.
 - 1. Organize table by hardware sets indicating every item required for each door opening. Including the following information:
 - a. Manufacturer name.
 - b. Brand, catalog number.
 - c. Type, style, function, size, material, and finish.
 - d. Location of hardware set cross-referenced to indications on Drawings.
 - e. Door frame sizes and materials.
 - f. Fastenings and other pertinent information.
 - g. Explanation of all abbreviations, symbol, codes, etc. contained in table.
- C. Revise master hardware table as needed to reflect hardware requirements.

PART 2 - PRODUCTS

2.01 General

- A. Door Thickness and Operation: Furnish hardware items of proper design for use on doors and frames of the thickness, profile, swing, security and similar requirements. The Drawings show the direction of slide, swing or hand of each door leaf. Furnish each item of hardware for proper installation and operation of the door movement as shown.
- B. Templates: Furnish hardware templates to each fabricator of doors, frames and other Work to be factory prepared for the installation of hardware.
- C. Keying: All cylinders shall be BEST-interchangeable-core type and shall be provided with keyed, brass construction cores.
- D. Base Materials: Produce hardware units of the basic metal and forming method indicated, using the manufacturer's standard metal allow, composition, temper and hardness, but in no case of lesser (commercially recognized) quality than specified for the applicable hardware units.
- E. Finish: Hardware shall be uniform in color and finish and free from imperfections affecting its appearance, function, operation and serviceability. Such hardware shall be suited and adapted to its required use and shall fit its respective location.
- F. Fasteners:
 - 1. Manufacturer's hardware to conform to published templates, generally prepared for machine installation. Do not provide hardware which has been prepared for self-tapping sheet metal screws, unless otherwise indicated.



2. Provide Philips flat-head screws for installation with each hardware item, unless otherwise indicated.
3. Finish of screws, exposed under any condition, shall match the hardware finish; or, if exposed in surfaces of other construction, screws shall match the finish of such other construction as closely as possible, including "prepared for paint" in surfaces to receive painted finish.

2.02 Door Saddles (Thresholds)

A. Flat Utility Threshold

Aluminum, 6" depth, ¼" – ½" height, width cut to fit existing door frame

1. ¼" Height:
 - a. **NGP 613 Utility Threshold, 6" Aluminum** National Guard Products
 - b. **Pemko #272 Utility Threshold, 6" Aluminum** SIKA
 - c. **Zero #546 Door Threshold, 6" Aluminum** Zero International
2. ½" Height:
 - a. **NGP 426E Utility Threshold, 6" Aluminum** National Guard Products
 - b. **Pemko #172 Utility Threshold, 6" Aluminum** ASSA ABLOY
 - c. **Zero #656 Utility Threshold, 6" Aluminum** Zero International

B. General:

1. Fabricate saddle assemblies to meet AAMA 603 Specification.
2. Metal door saddles shall be 6063 Aluminum Alloy (T5 or T6 hardness) with clear, bronze, or 2-step bronze finish. Not all finishes are available in all shapes.
3. Fastening:
 - a. Include exposed and concealed fasteners, sealants, flashing materials, seals and adhesive required for complete assembly of systems indicated.
 - b. All fastening screws, matching items in color and finish specified, shall be supplied with saddle assemblies. Phillips, slotted, flat, truss, and pan wood screw heads are supplied in either stainless steel, zinc or brass plated steel at no extra cost.
 - c. Lead shields, machine screws and anchors are supplied by request at Contractor's cost.

2.03 Door Stops and Sweeps

A. Door Sweep

Clear Anodized Aluminum, 1" Neoprene Rubber Seal

1. **NGP 198 Door Sweep, 0.875" Aluminum Casing with 1"** Neoprene Seal Products
2. **Pemko #3151N Door Bottom, 1.25" Aluminum Casing with 1" Neoprene Seal** ASSA ABLOY
3. **Zero #539 Door Bottom, 1" Aluminum with 1.034" Solid Neoprene Seal** Zero International

B. General:

1. Metal door stops and sweeps shall be 6063 Aluminum Alloy (T5 or T6 hardness) with clear, bronze, or 2-step bronze finish. Not all finishes are available in all shapes.

PART 3 - EXECUTION

3.01 Installation

- A. Coordinate with installation of door to produce a watertight assembly capable of withstanding inward and outward loading pressures, and thermal and lateral loads.
- B. Set units level, plumb and true to line and location. Adjust and reinforce the attachment substrate as necessary for proper installation and operation.
- C. Isolate metals from dissimilar metals or corrosive substrates using bituminous coatings or other means of permanent separation to prevent electrolytic corrosion.
- D. Drill and countersink units which are not factory prepared for anchorage fasteners. Space fasteners and anchors in accordance with industry standards.
- E. Mount hardware units at heights indicated in the Door Hardware Institute's, "Recommended Locations For Builders Hardware for Standard Steel Doors and Frames," unless otherwise indicated or directed by Architect, or required by authorities having jurisdiction.

3.02 Manufacturer's Instructions and Recommendations

- A. Comply with manufacturer's written installation instructions and recommendations for applications indicated.
- B. If written instructions are not available or do not apply to Project conditions, consult manufacturer's authorized representative for specific recommendations before proceeding with Work. Document such recommendations in detail and submit to Architect along with Product Data.

3.03 Adjust and Clean

- A. Adjust and check operation of each item of hardware and each door to ensure proper smooth, free operation as intended.

END OF SECTION 087100

099713 STEEL COATINGS

PART 1 - GENERAL

1.01 Summary

- A. This Section includes coatings on steel substrates.
- B. This Section excludes coating the following metal surfaces: stainless steel, anodized aluminum, copper, bronze, and brass.
- C. Related Sections:
 - 1. 014000 (Quality Requirements).
 - 2. 016000 (Product Requirements).
 - 3. 017300 (Execution).

1.02 Submittals

- A. Product Data: For each product specified in Part 2 - Products.
- B. Samples: For each coating type, color and steel substrate combination to be incorporated in the Work. Samples shall be fully cured, 8" square, with stepped coats to show each coat required for system; label each coat.

1.03 Project Conditions

- A. Apply coatings only when temperature of surfaces to be coated and surrounding air temperature are within manufacturer recommendations, and will remain so for at least 24 hours. Verify minimum temperatures listed with products in Part 2 of this Section with manufacturer.
- B. Do not apply coatings under the following conditions:
 - 1. When conditions are outside the limitations permitted by the product manufacturer.
 - 2. In snow, rain, fog, or mist.
 - 3. When relative humidity exceeds 85 percent.
 - 4. When temperatures are less than 5° F above the dew point.
 - 5. When surfaces are damp or wet, or when ice or frost is present on surfaces.



PART 2 - PRODUCTS

2.01 General

A. Product Callout Abbreviations Key: Steel coating product callouts (e.g. 3E) include the following abbreviations:

- 2 2 coats
- E Exterior grade (exposed / concealed)
- Z Zinc-Rich primer application

B. Coatings by Category:

1. Epoxy:

- a. PPG: Amerlock 2 (2 parts).
 6 mils (dry film thickness) per coat.
 Minimum application air and surface temperature is 20° F.

2. Polyamide Epoxy:

- a. Sherwin Williams: Macropoxy 646 Fast Cure Epoxy (2 parts).
 6 - 10 mils (dry film thickness) per coat.
 Minimum application air and surface temperature is 35° F.
- b. Tnemec: Hi-Build Epoxoline 2 Series V69F (2 parts).
 5 mils (dry film thickness) per coat.
 Minimum application air and surface temperature is 35° F and rising.
- c. Tnemec: Hi-Build Epoxoline 2 Series V69 (2 parts).
 5 mils (dry film thickness) per coat.
 Minimum application air and surface temperature is 50° F.

C. Colors of Coatings: Where not specifically indicated, Architect will select colors through the sample submittal process.

2.02 Exterior Grade Steel Coatings

A. **Steel Coating: 2E**

1. Sherwin Williams 2-Coat System:

Prime Coat (Mill White Color):	Macropoxy 646 - 100 Fast Cure Epoxy	Sherwin Williams
Top Coat (Gray):	Macropoxy 646 - 100 Fast Cure Epoxy	Sherwin Williams

2. PPG 2-Coat System:

Prime Coat (Red Color)	Amerlock 600	PPG
Second Coat (Gray Color)	Amerlock 600	PPG

3. Tnemec 2-Coat System:



Prime Coat (Color)	Hi-Build Epoxoline 2 Series V69F [Hi-Build Epoxoline 2 Series V69]	Tnemec
Second Coat (Color)	Hi-Build Epoxoline 2 Series V69F [Hi-Build Epoxoline 2 Series V69]	Tnemec

PART 3 - EXECUTION

3.01 Preparation

A. Surface Preparation:

1. Clean substrates of substances that could impair bond of coatings, including dirt, oil, grease, and incompatible paints and encapsulants.
2. Perform surface preparation and cleaning in compliance with coating manufacturer's instructions for the particular substrate conditions.
 - a. Where the manufacturer indicates more than one preparation standard, the better preparation (as determined in writing by the Architect) shall apply.
 - b. For existing steel members in exterior restoration work, where the coating manufacturer does not specify preparation, prepare substrate in accordance with the following SSPC standard:
 - 1) SSPC-SP 3 "Power Tool Cleaning" and SSPC-VIS 3 "Guide and Reference Photographs for Steel Surfaces Prepared by Power and Hand Tool Cleaning"
3. For galvanized metal substrates, comply with manufacturer's instructions and ASTM D 6386.

3.02 Manufacturer's Instructions and Recommendations

- A. Comply with manufacturer's written installation instructions and recommendations for applications indicated.
- B. If written instructions are not available or do not apply to Project conditions, consult manufacturer's authorized representative for specific recommendations before proceeding with Work. Document such recommendations in detail and submit to Architect along with Product Data.

3.03 Application

A. Apply coating systems as indicated on Drawings, and as follows:

1. New Members (steel and galvanized steel):
 - a. Perform any indicated shop fabrication prior to application of coatings.
 - b. Apply complete coating system to all surfaces in shop prior to delivery to Project.

- c. Touch up shop applied coating after erection. Clean field welds, bolted connections and abraded areas, and apply primer, intermediate coat (where applicable), and top coat.
2. Existing Members (steel and galvanized steel):
 - a. Perform any indicated, drilling, structural welding or bolting prior to field application of coatings.
 - b. Apply coating system to all surfaces in field.
3. Apply coatings to produce uniform surface films without cloudiness, holidays, laps, brush marks, runs, sags, or other surface imperfections.
4. If undercoats or other conditions show through final coat, apply additional coats until cured film has a uniform coating finish, color, and appearance.

3.04 Touch-up

- A. At completion of the Work of other trades, touch up and restore damaged or defaced coated surfaces.

END OF SECTION 099713



118129 HORIZONTAL FALL PROTECTION

PART 1 - GENERAL

1.01 Summary

- A. This Section includes rooftop horizontal fall arrest cable systems and related accessories.
- B. Related Sections:
 - 1. 014000 (Quality Requirements).
 - 2. 016000 (Product Requirements).
 - 3. 017300 (Execution).
 - 4. 040519 (Masonry Anchorage and Reinforcing).
 - 5. 075419 (Thermoplastic Membrane Roofing).
 - 6. 075600 (Fluid Applied Roofing).

1.02 Submittals

- A. Product Data: For each product specified in Part 2 - Products.
- B. Manufacturer Approved Installer Credentials: Prior to pre-installation conference, submit installer credentials issued by manufacturer of horizontal fall protection products.
- C. Manufacturer Literature: Preparation instructions and recommendations, storage and handling requirements and recommendations, operation and maintenance manuals, and installation methods for all components of the fall protection system and user equipment.
- D. Shop Drawings:
 - 1. Showing details of fabrication and installation for each type and material of horizontal fall protection required including plans, elevations, sections, connections, and anchors.
 - 2. Engineering Calculations: Prepared by a qualified professional engineer, indicating hardware and anchors on Shop Drawings are of adequate strength and size to resist all code mandated loads without overstress (using a factor of safety of 4), both in completed configuration, and during installation.
 - 3. Anchorage (to structural roof deck) Pull-out Testing.

1.03 Quality Assurance

- A. Manufacturer: A minimum of 5 years experience manufacturing similar products.
- B. Installer: A minimum of 2 years experience installing similar products.
- C. Pre-installation Conference: Prior to starting fall protection Work, conduct an on-site conference to review the detailed requirements of the Work.



1. Attendees shall include Contractor's Project manager and superintendent, Architect's Project representative, Owner's Project representative, manufacturer's authorized representative, manufacturer approved installer. Provide seven (7) business days advance notice to attendees.
2. Agenda shall include:
3. Manufacturer approved installer credentials.
4. Sample warranties and warranted application procedures.
5. Project construction schedule.
6. Weather conditions.
7. Condition of substrate and preparation.
8. Preparation Work performed by other trades.
9. Proposed equipment.
10. Mixing procedures.
11. Installation sequence.
12. Penetrations.
13. Mockups.
14. Tests and inspections.

1.04 Performance Requirements

A. Comply with:

1. ANSI Z359 "Fall Protection Code."
2. OSHA 1926.502 "Fall Prevention Systems Criteria and Practices."

1.05 Project Conditions

- A. Weather Conditions: Proceed with fall protection Work only when existing and predicted weather conditions will permit Work to be performed in accordance with manufacturer's recommendations and warranty requirements.
- B. Field Measurements: Perform prior to preparation of Shop Drawings and fabrication drawings to ensure required fit and dimensions.
- C. Review site specific safety requirements and obtain a list of any site specific pre-installation safety training requirements.
- D. Verify that the fall protection design proposed in the bid document provides a safe and compliant system that fully protects the users.
- E. Coordinate any work done in conjunction with any other trades (i.e. roofers for flashing of anchor posts).

1.06 Delivery, Storage and Handling

- A. Deliver products in manufacturer's original packaging. Store materials in a dry, protected, well-vented area. Inspect product upon receipt and report damaged material immediately to delivering carrier and note such damage on the carrier's freight bill of lading.

1.07 Warranty

- A. **Manufacturer's Warranty:** Provide manufacturer's standard warranty. Materials shall be free of defects in material and workmanship for a period of five years from the date of purchase. Should a part fail to function in normal use within this period, manufacturer shall furnish a new part at no charge.

PART 2 - PRODUCTS

2.01 Horizontal Fall Protection System

- A. **Basis-of-Design Manufacturer:** Kee Line II - by Flexible Lifeline Systems, Inc. 2437 Peyton Rd. Houston, TX 77032, phone 832-448-2900, email info@flexiblelifeline.com
- B. **System Design:**
 - 1. Furnish and install where indicated on plans a permanent rooftop horizontal fall protection system including personal fall arrest equipment, extent as indicated on the drawings, verify in field.
 - 2. The horizontal fall protection system shall be designed for a minimum of 2 simultaneous users.
 - 3. **Deceleration Device:** Provide two (2) appropriate length lanyards that meet or exceed applicable standards of ASNI Z 359.1 and OSHA 1926.104
 - 4. **Harnesses:** Provide two (2) full body harnesses with single back D-ring that meet or exceed applicable standards of ANSI Z 359.1 and OSHA 1926.104.
- C. **System Description:**
 - 1. **Horizontal Lifeline Cable:** Marine grade stainless 8mm diameter 316L stainless steel wire rope with a minimum breaking strength of 10,000 pounds.
 - 2. **Membrane Rooftop Anchor Post:** Designed and engineered for direct attachment to roof deck by means of toggle bolting. The rooftop anchor posts shall not have internal components that cannot be visually inspected by a competent person.
 - 3. **Swaging:** The cable shall be swaged in-line with the anchor point and have a slip indicator. Each swage is to be proof tested according to the manufacturer's requirements. Cable clamps shall not be utilized for termination of the engineered horizontal lifeline system.
 - 4. **Energy Absorber:** When the engineering design dictates the use of load limiting in-line shock absorbers, the shock absorber shall visually display deployment in the event a fall has occurred on the system. In-line shock absorbers are utilized in systems where the loads may exceed the structural ability of the support structure. Shock Absorbers shall not have internal components that cannot be visually inspected.

5. Cable Trolley: 316 stainless steel with a minimum tensile load of 3600 pounds. The cable trolley shall allow for pass-through of intermediate support points without disconnecting from the system.
 6. Tension Indicator: The system shall include a tension indicator that will allow the user to physically inspect that the correct inline cable tension is achieved.
 7. Fasteners: The Fall Arrest Systems shall be attached to the supporting structure with appropriate fasteners. The fasteners shall be designed to support a load on the system of 2 times the maximum design load without failure.
 8. System components shall be of stainless steel construction unless otherwise indicated. Exposed work shall be true to line and level with accurate angles, surfaces and with straight square edges.
 9. All primary cable system components shall be of same material unless otherwise indicated. Exposed work shall be true to line and level with accurate angles, surfaces and with straight square edges. Coordinate anchorage system with supporting structure. Fabricate anchoring devices as recommended by the manufacturer to provide adequate support for intended use.
 10. Fabricate Joints in a manner to discourage water accumulation. Provide weep holes to drain any water, which could accumulate in the exposed joints.
- D. Materials:
1. All materials shall be new, and completed Fall Protection System shall be the product of one manufacturer or the manufacturer's authorized installer regularly engaged in the design and production of such equipment.
 2. Primary cable assembly components shall be manufactured from stainless steel: ASTM A 666, Type 316. Fabricated supports required for additional support shall be carbon steel with a corrosion resistant finish.
 3. Material Control: All critical cable assembly components shall contain serial numbers, permanently stamped or engraved, identifying the specific job and system they are used for. These serial numbers shall be recorded in the system manual as described in 1.4 and forwarded to the owner upon completion of the project.
- E. Acceptable Manufacturers: Subject to compliance with the requirements, following is a list of acceptable manufacturers offering horizontal lifeline systems:
1. Kee Safety, Inc. (Flexible Lifeline Systems)
 2. Honeywell Safety Products USA Inc.
 3. Capital Safety/3M

PART 3 - EXECUTION

3.01 Installation

- A. Install products in strict accordance with manufacturer's instructions and approved submittals. Locate units level, plumb, and in proper alignment with adjacent work.
- B. Fall protection system shall be installed under the direction of manufacturer's authorized trained personnel.

- C. Install anchorages and fasteners in accordance with manufacturer's recommendations to obtain the allowable working loads published in the product literature and in accordance with this specification. Do not load or stress fall protection system until all materials and fasteners are properly installed and ready for service.
- D. Completely isolate dissimilar metals or corrosive substrates to achieve permanent separation to prevent electrolytic corrosion.

3.02 Flashing

- A. Comply with Section 075600 (Fluid Applied Roofing).

3.03 Cleaning

- A. Clean exposed surfaces using methods acceptable to the manufacturer which will not damage finish.

3.04 Closeout Activities

- A. Demonstration: Demonstrate operation of system to Owner's personnel, briefly describing the function, operation, and inspection of each component.
- B. Training: Provide minimum 1 hour of training for the operation and inspection of the fall protection system.
 - 1. Use operation and maintenance manual as training reference, supplemented with additional training materials as required.
 - 2. Train Owner's personnel in the proper techniques of rescue and retrieval of fallen personnel.

END OF SECTION 118129



221426 DRAINS

PART 1 - GENERAL

1.01 Summary

- A. This Section includes roof and terrace drains, and related accessories.
- B. Related Sections:
 - 1. 014000 (Quality Requirements).
 - 2. 016000 (Product Requirements).
 - 3. 017300 (Execution).
 - 4. 075419 (Thermoplastic Membrane Roofing).
 - 5. 075600 (Fluid Applied Roofing).

1.02 Submittals

- A. Product Data: For each product specified in Part 2 - Products.
- B. Pre-construction Test Reports:
 - 1. Existing Drain Flow Test Reports (On-demand). If inadequate drain flow is determined by testing, provide report to Architect immediately.
- C. Field Quality Control Test Reports:
 - 1. New Drain Test Reports.

1.03 Tests and Inspections

- A. Pre-construction Testing
 - 1. Existing Drain Flow Testing:
 - a. Testing: Test drain by inserting a hose and running water a minimum of 15 minutes at a rate of 5 gallons per minute to determine flow adequacy.
 - b. Test Reports: Reports shall include date of test, location, test method, and test results stating whether drain flow is adequate, or, if not adequate, state cause and make recommendations for correcting flow.
- B. Field Quality Control Testing:
 - 1. New Drain Flow Testing:
 - a. Testing: Following installation of drains and related piping, inspect drains and drain lines, and test for adequate flow by inserting a hose and running water a minimum of 15 minutes at a rate of 5 gallons per minute. Arrange for Architect to be present at testing, provide five (5) business days' notice.



- b. Test Reports: Reports shall include date of test, location, test method, and test results stating whether drain flow is adequate or not adequate.

PART 2 - PRODUCTS

2.01 General

- A. Provide accessories such as under deck and miscellaneous clamps, adapters, sump receivers, extension collars etc. required for proper installation of all roof and terrace drains.

2.02 Roof and Terrace Drains

A. Roof Drain (16 inch diameter)

Bottom outlet:

- | | | |
|----|----------|-----------------|
| 1. | 21500-22 | Josam Company |
| 2. | 1010 | J.R. Smith |
| 3. | ZC-Z100 | Zurn Industries |

Side outlet:

- | | | |
|----|---------------|-----------------|
| 1. | 21500-66NH-22 | Josam Company |
| 2. | 1020 | J.R. Smith |
| 3. | ZC-Z100-90 | Zurn Industries |

B. IRMA Drain (16 inch diameter)

- | | | |
|----|---------------|-----------------|
| 1. | 21500-IRMA-22 | Josam Company |
| 2. | 1017 | J.R. Smith |
| 3. | ZC-Z100-85 | Zurn Industries |

C. Retrofit Drain

- | | | |
|----|---------------------|----------------------|
| 1. | Hercules RetroDrain | OMG Roofing Products |
| 2. | RD2150 | Zurn Industries |

Note: Dimension of retrofit drain specified in Drawings.

2.03 Accessories

A. Drain Dome

- | | | |
|----|------------|-----------------|
| 1. | Drain Dome | Josam Company |
| 2. | Drain Dome | J.R. Smith |
| 3. | Drain Dome | Zurn Industries |

Note: Dimension of drain dome as specified on Drawings.

2.04 Installation

- A. Field verify type and size of pipe connections required to assure a water-tight connection at roof.
- B. Patch opening surrounding drain body to provide a level surface for setting new drain.

PART 3 - EXECUTION

3.01 Manufacturer's Instructions and Recommendations

- A. Comply with manufacturer's written installation instructions and recommendations for applications indicated.
- B. If written instructions are not available or do not apply to Project conditions, consult manufacturer's authorized representative for specific recommendations before proceeding with Work. Document such recommendations in detail and submit to Architect along with Product Data.

END OF SECTION 221426



264100 LIGHTNING PROTECTION

PART 1 - GENERAL

1.01 Summary

- A. Listing of components, inspection and certification of installations.
- B. Provide all labor, components and services to perform all operations required for the complete installation and related work as specified herein.
- C. Any such work in any other section of these specifications that is not specifically described therein shall comply with the requirements of this section.
- D. The following items of work are specifically included in, but not necessarily limited to, the work of this section without limiting the generality implied by these specifications:
 - 1. ESE lightning protection air terminal
 - 2. Mast, complete with base and supports
 - 3. Down conductors
 - 4. Grounds
 - 5. Transient Voltage Surge Suppression
- E. Related Sections:
 - 1. 014000 (Quality Requirements).
 - 2. 016000 (Product Requirements).
 - 3. 017300 (Execution).
 - 4. 073126 (Slate Shingles).
 - 5. 076200 (Flashings – Sheet Metal and Flexible).

1.02 Reference Standards

- A. Lightning Protection Institute: LPI 175 – Standard of Practice for the Design, Installation and Inspection of Lightning Protection Systems.
- B. National Fire Protection Association: NFPA 780 – Standard for the Installation of Lightning Protection Systems.
- C. Underwriters Laboratories, Inc.:
 - 1. UL 96 – Lightning Protection Components.
 - 2. UL 96A – Installation Requirements for Lightning Protection System.
 - 3. UL 497 – Protectors for Paired-Conductor Communications Circuits.
 - 4. UL 1449 – Surge Protective Devices.



1.03 Performance Requirements

- A. The ESE installer shall provide a complete installation of equipment to comprise a complete system in accordance with manufacturer's installation standard.
- B. The ESE installer shall be responsible for all components and labor to accomplish this result.
- C. The system, including the ESE air terminal, conductors, mast and complementary parts, shall be installed so that completed work is unobtrusive and does not detract from the building appearance.
- D. The completed system shall comply with the ESE manufacturer's standard, equipment supplier drawings and specification requirements for installation of ESE lightning protection systems.
- E. The installer, at their own expense, shall accomplish any corrections required by the inspection.
- F. Noncompliance shall be reported to the equipment supplier for consideration.

1.04 Submittals

- A. Product Data: For each product specified in Part 2 – Products.
- B. Samples of each material item specified.
- C. Installer Qualifications: Provide written evidence to the Architect indicating minimum 5 years work experience of similar size and scope.
- D. Manufacturer Approved Installer Credentials: Prior to pre-installation conference, submit installer credentials issued by manufacturer of roofing products.
- E. Shop Drawings:
 - 1. Show type, size and locations of ESE air terminal, mast conductors, installation procedures and details.

1.05 Quality Assurance

- A. The ESE system equipment supplier, contractor and installer shall install the ESE system in compliance with the manufacturer's installation standard.
- B. The ESE system contractor and installer shall provide documentation of installation procedures as required by manufacturer and
- C. The ESE system and manufacturer's guarantees and warranties shall be submitted to the owner upon completion of the ESE system installation.
- D. The ground resistance of the completed system shall be measured using IEEE "Fall of Potential Method" in the presence of the Architect/Engineer and shall be forwarded to the ESE manufacturer. Ground resistance shall be ten (10) ohms or less.



1.06 Project Conditions

A. Weather Conditions:

1. Proceed with work only when existing and predicted weather conditions do not include precipitation.
2. Do not proceed with work if moisture, snow, or ice is present on the roof.

1.07 Delivery, Storage and Handling

A. Deliver materials to site in manufacturer's original and unopened containers and packaging, bearing labels as to type and names of products and manufacturers.

B. Store and Handling:

1. Follow manufacturer's recommendations regarding temperature limitations for storage and installation.
2. Store and handle roofing materials in a manner which will prevent moisture pick up and damage. Store in a dry, well ventilated, weather tight place. Unless protected from weather or other moisture sources, do not leave unsecured materials on the roof overnight or when roofing work is not in progress.
3. Stage materials on the building in a manner to avoid significant or permanent damage to the roof or flashings.

1.08 Coordination

- ### A. Coordinate installation with the slate roof, flashing and terracotta patching/sealant work.

1.09 Warranty

A. Snow Guard Manufacturer Warranty: Submit snow guard manufacturer warranty, signed by the manufacturer and covering the snow guards described in this section, in which the manufacturer agrees to replace any defective materials or workmanship by snow guard manufacturer furnished under this contract without cost to the owner for a period of two years.

B. Roofing Installer's Warranty: Include in roofing installer's warranty, signed by roofing Installer and covering Work of this Section, in which roofing Installer agrees to repair or replace any snow guards that fails in materials or workmanship within the following warranty period:

1. Warranty Period: Five years from date of Substantial Completion.
2. The Performance Bonding Company's guarantee shall be for the entire two year warranty period.

PART 2 - PRODUCTS

2.01 Lightning Protection System (Faraday Multi-Point Copper System)



A. Conductors

- 1. Copper, 29 strands 17 gauge minimum (under 75 ft. high) & 28 strands 14 gauge minimum (over 75 ft. high). East Coast Lightning Equip.
Harger Lightning Protection
Heary Bros. Lightning
B&B Lightning Protection

B. Adhesive Cable Holder

- 1. Copper, set in non-staining adhesive recommended by manufacturer for type of substrate. Space according to manufacturer's requirements. East Coast Lightning Equip.
Harger Lightning Protection
Heary Bros. Lightning
B&B Lightning Protection

C. Adhesive

- 1. Non-staining adhesive recommended by lightning protection system manufacturer for type of substrate. Prepare and prime substrate as recommend by adhesive manufacturer.

D. Air Terminals

- 1. Copper, tapered bar 3/8" x 12" minimum (under 75 ft. high) & 1/2" x 12" minimum (over 75 ft. high) East Coast Lightning Equip.
Harger Lightning Protection
Heary Bros. Lightning
B&B Lightning Protection

E. Air Terminal Bases

- 1. Copper base, suitable for mounting substrate. Use copper swivel base adaptor for mounting on sloping surfaces. Set in adhesive. Shall have 18.5 sq. in. minimum surface contact. East Coast Lightning Equip.
Harger Lightning Protection
Heary Bros. Lightning
B&B Lightning Protection

F. Ground Rods

- 1. 5/8" x 10" minimum connected to system with two-bolt copper clamp fastened at 1 1/2" length minimum with stainless steel cap screws. East Coast Lightning Equip.
Harger Lightning Protection
Heary Bros. Lightning
B&B Lightning Protection

G. Connectors & Fittings

- 1. Copper East Coast Lightning Equip.
Harger Lightning Protection
Heary Bros. Lightning
B&B Lightning Protection

H. Fasteners, Bolts & Nuts

- 1. Stainless steel, unless otherwise specified. Separate dissimilar metals.



PART 3 - EXECUTION

3.01 Examination

A. Substrate

1. Inspect structure and substrates on which lightning protection system is to be installed. Field verify all dimensions for cable spans.

3.02 Installation

- A. Comply with architectural drawings, approved shop drawings and lightning protection system manufacturer's recommendations for location, type and size of system. Comply with manufacturer's written installation instructions for installation and layout.
- B. Coordinate installation with slate roofing work.
- C. The installation shall be accomplished by an experienced installer. The installer shall work under the direct supervision of a manufacturer as listed above or a qualified distributor of such manufacturer's products.
- D. All equipment shall be installed in a neat workmanlike manner in the most inconspicuous manner possible.
- E. The system shall consist of a complete cable network on the roof involving all air terminals, splices and bonds with cable downleads routed concealed in conduit to ground.
- F. The electrical contractor shall furnish and install all necessary PVC conduit for concealed down conductors.

3.03 Protection

- A. Protect roofing, parapets, flashings and snow guards during installation.

3.04 Cleaning

- A. Remove excess materials and debris from the Project site.
- B. Remove dust, fingerprints, grease, rust or any other contaminants from the site per manufacturer's recommendations.

END OF SECTION 264100