

**FASHION INSTITUTE OF TECHNOLOGY
COED HALL REAR WALL REPLACEMENT
INVITATION FOR BID NUMBER C1696**

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SECTION I:
NOTICE TO BIDDERS

SECTION I: NOTICE TO BIDDERS

FASHION INSTITUTE OF TECHNOLOGY COED HALL REAR WALL REPLACEMENT INVITATION FOR BID NUMBER C1696

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

FIT is **ONLY** accepting electronic scanned bids for the subject project. You must email your bid to purchasingbids@fitnyc.edu in PDF format and it should include all the requested documents (See Attachment A – Bid Checklist) including a scanned image of your bid security (Certified Check of 2 percent or Bid Bond of 10 percent of your total bid price), we’ll also need you to mail us the original copy of the bid security to have on file. The bid security must either be mailed to 227 W 27th Street, New York, NY 10001 or dropped off at 333 7th Avenue (16th Floor), New York, NY 10001. Bids must be received by **June 4, 2025, on or before 12:00 P.M.** All bidders will be notified of the bid results by the end of the bid due date. Bid results are not official until each package has been fully reviewed.

ATTACHMENT A - BID CHECKLIST

FASHION INSTITUTE OF TECHNOLOGY & COED HALL REAR WALL REPLACEMENT INVITATION FOR BID NUMBER C1696

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

- ☐ Did you attend the **mandatory** site inspection?
- ☐ Did you include all required documentation? (As per Bidder Requirements – i.e., proof of being in business, permits, licenses, certifications, etc.)
- ☐ Did you include the Form of Bid? (See Section VIII.)
- ☐ Did you include the Non-Collusive Bidding Certification? (See Section IX.)
- ☐ Did you complete in full the Bid Analysis Form, (See Attachment C)
- ☐ Did you sign for each Addendum to this project, if any were published? (It is the contractor's responsibility to check FIT's "Current Bid Opportunities" webpage for addendums prior to submitting their bid.)
<https://www.fitnyc.edu/about/administration/finance/purchasing/current-bids.php>
- ☐ Did you complete the Contractor Reference Sheet? **Do not list FIT as your projects of similar size and scope.** (See Attachment B)
- ☐ Can you provide the required levels of insurance coverage? See: General Conditions – Article 15
- ☐ Did you include the Bid Security?
- ☐ Can the bidder provide references to at least three (3) different prior contracts that have been completed within the past five (5) years that are similar in size and scope to the project indicated for this Contract?
- ☐ All contractors must comply with New York State Labor Law Section 220-I and submit their NYS DOL Certificate of Contractor Registration with their bid. Did you include the certificate with your bid?
- ☐ Did you provide proof of years in business/date of incorporation?
- ☐ Sub-contracting percentage shall **not exceed 50%** of the project cost.
- ☐ Did you include an audited or reviewed financial report for the last two (2) years with your bid?

ATTACHMENT B - CONTRACTOR REFERENCE SHEET
FASHION INSTITUTE OF TECHNOLOGY
COED HALL REAR WALL REPLACEMENT
INVITATION FOR BID NUMBER C1696

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

Contact Name/Title: _____
Company Name/Address: _____
Phone Number: _____
Project Name: _____
Project Cost: _____
Project Start/End Date: _____
For FIT Use Only – Reference Responses
Quality of Work: _____ Site Maintenance: _____
Scheduling: _____ Cooperation: _____ Safety Standards: _____
Permits: _____ Report Submittals: _____ Payments: _____
Other Relevant Factors: _____
Overall Performance Rating: Excellent ___ Satisfactory ___ Marginal ___ Unsatisfactory ___

Contact Name/Title: _____
Company Name/Address: _____
Phone Number: _____
Project Name: _____
Project Cost: _____
Project Start/End Date: _____
For FIT Use Only – Reference Responses
Quality of Work: _____ Site Maintenance: _____
Scheduling: _____ Cooperation: _____ Safety Standards: _____
Permits: _____ Report Submittals: _____ Payments: _____
Other Relevant Factors: _____
Overall Performance Rating: Excellent ___ Satisfactory ___ Marginal ___ Unsatisfactory ___

Contact Name/Title: _____
Company Name/Address: _____
Phone Number: _____
Project Name: _____
Project Cost: _____
Project Start/End Date: _____
For FIT Use Only – Reference Responses
Quality of Work: _____ Site Maintenance: _____
Scheduling: _____ Cooperation: _____ Safety Standards: _____
Permits: _____ Report Submittals: _____ Payments: _____
Other Relevant Factors: _____
Overall Performance Rating: Excellent ___ Satisfactory ___ Marginal ___ Unsatisfactory ___

FIT

Interviewer: _____ Signature: _____ Date: _____

SECTION II:
BID TERMS AND CONDITIONS

SECTION II. BID TERMS AND CONDITIONS

SPECIFICATIONS FOR FASHION INSTITUTE OF TECHNOLOGY COED HALL REAR WALL REPLACEMENT INVITATION FOR BID NUMBER C1696

I. INTRODUCTION

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

II. SUMMARY OF SCOPE OF WORK

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

Project Description: Provide labor, materials, scanning, tools and equipment to complete the COED Hall Rear Replacement. Contractor may begin survey and procurement of materials immediately following award.

The installation of all equipment in accordance with the Manufacturer's Installation/Operation & Maintenance Manuals & Instructions shall be followed.

III. **BIDDER REQUIREMENTS**

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

- A. **Bidder shall have been primarily a general contractor in the business for a minimum of five (5) years as of the Bid Opening Date. Proof shall be submitted with the Bid.**
- B. Bidder shall have satisfactorily performed work of the size, scope and nature to be performed under this Contract, as evidenced by **references from at least three (3) different successfully completed contracts in an installation similar to those indicated for this Contract in the past five (5) years.** Bidder shall include for each reference: project location, dollar value of contract; initiation and completion date, name, title, address and telephone number of contact person. References cannot be members of FIT staff or FIT consultants.
- C. **Bidder shall attend the mandatory pre-bid meeting and site inspection. Failure to comply with this requirement shall be grounds for rejection of the Bid.**
- D. Bidder is responsible for all necessary field measurements, all necessary data on the existing conditions and verification of all quantities and dimensions listed in the Project Specifications and Drawings, if applicable.
- E. By submitting a Bid, Bidder agrees that s/he has examined the Contract Documents, visited the site, noted all conditions and limitations affecting the Work, and fully understands the nature of the Work. Bidder is required to inform FIT in writing immediately of any instance where changed conditions are encountered.
- F. Bidder shall submit documentation of financial viability, including balance sheets and profit and loss statement for the prior two (2) years, with the Bid.
- G. Bidder, upon request, shall submit copies of current licenses and certifications applicable to the work, including, but not limited to, licenses issued by the Commissioner of Buildings of the City of New York. Proof of the following certificates will also be required: 10 Hour OSHA Outreach Training Program; Asbestos Awareness Training, FDNY Certificate of Fitness, with the Bid.

IV. **APPROVAL OF SUBCONTRACTORS**

Subcontracting shall be permitted **not to exceed 50%** of the work of the Project as determined by FIT. The ratio of the contractors and subcontractors work must be included with your bid submission. All subcontractors are required to gain prior written approval by FIT's Facilities Director. The Mechanical Contractor will be the Prime Contractor (hereinafter "Contractor") and shall be permitted to Subcontract the following types of Services:

- Services to develop, amend and/or upgrade EHS Plan
- Demolition
- Drilling and placing rebar
- Pouring concrete
- Waterproofing

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

V. **BID SECURITY**

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

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

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

A **mandatory** Pre-Bid Site Inspection for prospective Bidders will be held on **May 19, 2025 at 10:00 A.M.** at the Fashion Institute of Technology, Feldman "C Building" Lobby, located at 227 West 27th Street (between 7th and 8th Avenues). We highly encourage the Bidder to invite their sub-contractors as this will be the one and only site visit prior to awarding the project. **Failure to attend shall be grounds for rejection of your Bid. Please also bring a business card.**

Bidder shall examine the Bid documents carefully. Before bidding, Bidder shall make any requests for interpretation of Bid documents or clarification of any ambiguity therein that should have been detected by a reasonably prudent Bidder. Questions shall be submitted in writing to the attention of Purchasing Department via email: purchasingbids@fitnyc.edu, no later than **May 23, 2025 on or before 12:00 P.M.** Answers shall be provided by **May 26 2025** in the form of an Addendum and be posted on the FIT purchasing department website. Reference Bid number **C1696**.

VII. **BID DESIGNATION**

- A. FIT is **ONLY** accepting electronic scanned bids for the subject project. You must email your bid to purchasingbids@fitnyc.edu in PDF format and it should include all the requested documents (See Attachment A – Bid Checklist) including a scanned image of your bid security (Certified Check of 2 percent or Bid Bond of 10 percent of your total bid price), we'll also need you to mail us the original copy of the bid security to have on file. The bid security must either be mailed to 227 W 27th Street, New York, NY 10001 or dropped off at 333 7th Avenue (16th Floor), New York, NY 10001. Bids must be received by **June 4, 2025, on or before 12:00 P.M.** All bidders will be notified of the bid results by the end of the bid due date. Bid results are not official until each package has been fully reviewed.
- B. Bids received late will not be considered.

VIII. **PREPARATION OF THE BIDS**

- A. Bids must be submitted on the forms supplied by FIT in the Bidder's full legal name or the Bidder's full legal name plus a registered assumed name. All blank spaces for bid prices must be filled in, using both words and figures, words to take precedence over figures. **Conditional bids shall not be accepted.** Bids shall not contain any recapitulation of the Work to be done. Bidder exclusions shall be grounds for bid rejection. Do not modify the bid forms supplied by FIT
- B. Bids that are illegible or that contain omission, alterations, additions or items not called for in the bidding documents may be rejected as not responsive. Any bid which modifies, limits, or restricts all or any part of such bid, other than as expressly provided for in the Notice to Bidders, Bid Terms and Conditions, and Contract Terms and Conditions, may be rejected as not responsive.
- C. FIT may reject any bid not prepared and submitted in accordance with the provisions of the Notice to Bidders, Bid Terms and Conditions, and Contract Terms and Conditions. Neither FIT nor the FIT Student Housing Corporation will be responsible for receipt of any Bid which does not comply with these instructions. Only those Bids emailed to the FIT Purchasing Dept. inbox (purchasingbids@fitnyc.edu) on or before **June 4, 2025, on or before 12:00 PM** will be considered.
- D. Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof and any bid received after such time and date shall not be considered.
- E. No Bidder may withdraw a bid within ninety (90) days after the actual date of the opening thereof.

IX. **AWARD OF CONTRACT**

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

X. DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

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

XI. PREVAILING WAGE

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

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

A copy of the prevailing wage schedule, for New York County, can be found at the New York State Department of Labor website. (PRC# 2025005666)

www.labor.ny.gov

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

XII. M/WBE AND SDVOB

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

XIII. MISCELLANEOUS

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

SECTION III:
CONTRACT TERMS AND CONDITIONS

SECTION III. CONTRACT TERMS AND CONDITIONS

I. COMPLIANCE REQUIREMENTS

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

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

NONE

THE WORK:

Unless modified by the Contract Documents, the work of each section of the specifications shall include all labor, materials, testing, tools and equipment necessary and reasonably incidental to **COED Hall Rear Wall Replacement**

WORKMANSHIP:

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

ON-SITE VERIFICATION:

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

COORDINATION OF THE WORK:

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

WORK HOURS:

Regular work hours are from **7:00 am to 7:00 pm Monday to Sunday** unless otherwise specified in the Contract Documents. Contractor will have reasonable access to the site in order to complete the work in the given time frame. Contractor shall comply with FIT's additional work rules related to such extended access. All labor costs required to meet this deadline are the sole responsibility of the Contractor and shall be included in the contract price. FIT reserves the right to put the work on hold for any reason as many as three (3) occasions during the course of construction for a total duration of not more than 20 workdays.

PERFORMANCE AND PAYMENT BONDS

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

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

CONFLICTS, ERRORS AND OMISSIONS:

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

MANUFACTURER'S PRODUCTS AND FABRICATIONS:

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

DELIVERY AND STORAGE OF MATERIALS:

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

PROJECT SCHEDULE:

1. Contractor shall attend a Project Initiation Conference, prior to the commencement of work at the site. Attending this Conference on behalf of the Contractor shall be a representative of FIT and the Project Manager assigned to the project. Contractor shall submit at this Conference a detailed timeline indicating the important milestones of the project and establishing an estimated date of substantial completion in accordance with Contract Documents. He/she shall also present all submittals required by the Contract Documents, such as Insurance Certificates, product tear sheets (not at the initial conference), copy of the General Liability insurance policy (amended to reflect required additional insureds), etc. Project access, storage locations, required crew size and other relevant issues shall also be addressed at this Conference.
2. Time is of the essence. Contractor shall be required to commence work of **COED Rear Wall Replacement** within five (5) working days of receipt of a Notice to Proceed from FIT. The shop drawings process and ordering need to proceed first. Work shall commence on or about **June 16, 2025. The project shall be Substantially Completed no later than August 15, 2025.** Contractor must be de-mobilized and leave the job site on the ending date of work period. Only close-out, administrative tasks may continue beyond the closing date. Unless otherwise specified, the work is to be performed solely between the hours of **7:00 A.M. to 7:00 P.M.**, Monday through Sunday, legal and union holidays excluded. All labor costs encountered to meet this deadline are the sole responsibility of the Contractor and shall be included in the Bid Price. FIT reserves the right, at no financial liability associated with the same, to put the Project work on hold for any reason on as many as three (3) occasions during the course of the construction for a total duration of not more than 20 workdays.
3. On Monday of each week during the construction period, the Contractor shall email to FIT's Facility Director (or such other individual as FIT may designate at its sole discretion) a written report outlining the work completed during the preceding week and the work planned for the upcoming week. Included will be any unforeseen or anticipated problems regarding implementation of the work, in addition to Change Order requests, submission data, etc. Daily reports **MUST** be submitted to the CM and or the Facilities Department Designee.
4. Job meetings will be held at the site on dates to be determined by Architect and FIT. These meetings shall be attended by an officer of the Contractor, the Project Manager, FIT's representative, and the Architect. The purpose of these meetings will be to review

the status of the project, discuss any potential changes to the project scope, and resolve any problems relating to successful completion of the work.

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

PAYMENT:

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

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

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

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

LABOR HARMONY:

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

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

II. GENERAL NOTES

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

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

12. All work shall be performed by skilled and qualified workmen in accordance with the best practices of the trades involved and in compliance with building regulations and/or governmental laws, statutes or ordinances.
13. All materials shall be new, unused and of professional quality, unless otherwise noted, installed as per manufacturer's recommendations and instructions.
14. For purposes of the Specifications and Drawings sections in the Contract, the use of the words "Supplied By" or "Provided" in connection with any item specified is intended to mean that such item shall be furnished, installed and connected where so required.
15. All approvals of submittals shall be for design intent only. Contractor shall be responsible for quantities, dimensions and compliance with Contract Documents and for information pertaining to fabrication processes or techniques of first class construction and for coordination with other trades.
16. All work shall be erected and installed plumb, level, square, true and in proper alignment.
17. Contractor shall be responsible for cutting, patching and restoration required for this work.
18. If, during the course of construction, Contractor believes materials that might contain asbestos may be disturbed during performance of the work, Contractor shall immediately notify FIT of the area(s) of concern, and stop work if that area would be disturbed by the continuing work.
19. All correspondence to FIT shall be directed to the attention of the FIT Facilities Director with a copy of the same forwarded to the Architect.
20. Contractor shall at all times keep the premises free of accumulation of waste materials and rubbish; premises to be broom swept clean daily. At the completion of the work, Contractor shall leave the job site free of construction debris and materials, and "broom clean" including thorough cleaning of toilets, bathrooms, electrical closets, stairwells, and all areas of work or staging, etc.
21. Contractor shall provide all necessary protection against dirt and damage within the premises, as well as public areas, and shall be responsible for keeping these areas clean and free of materials at all times.
22. Contractor shall verify location of existing utilities and coordinate with location shown on drawings.
23. During construction, security and fire exit doors must remain unobstructed at all times.
24. Contractor shall take every precaution to properly protect all existing construction to remain. Contractor shall be responsible for all damaged areas to be returned to original condition.

25. Contractor shall schedule construction, in such a manner so as not to disturb areas outside of the area under construction during normal operating hours. The Contractor shall coordinate with FIT Facilities Director minimum of 24 hours prior to any disruption of services to those areas not under construction even if such a disruption occurs during or after normal operating hours.
26. Contractor shall staff the project with a Project Manager with at least 5 years' experience in this type of project scope, with similar complexity and schedule requirements.
27. The acceptance of shop drawings containing deviations not specifically brought to the attention of FIT, or containing errors or omissions of any sort, shall not relieve Contractor of the responsibility for executing the Work in accordance with the Contract Documents and Contract Terms and Condition.

III. DEMOLITION NOTES

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

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

9. Cut, patch, paint and finish existing walls, ceiling and/or floor disturbed to match existing.
10. Perform patching around items penetrating existing construction in a manner that will maintain the water and fire resistive capability of existing construction. Should either of these be compromised, it is the responsibility of the Contractor to repair prior to completion.
11. Remove debris, rubbish and other materials resulting from the removals and demolitions from the building immediately; transport and legally dispose of materials off-site. Disposal method shall be in accordance with city, state and federal statutes regulations, and ordinances.
12. Work of this section shall conform to all requirements of the New York City Building Code and all applicable regulations and guidelines of all governmental authorities having jurisdiction, including, but not limited to, Safety, Health and Anti-Pollution regulations.
13. Any existing lead-based paint areas of the building where the contractor and its subcontractors are required to work shall be mitigated prior to beginning work. Such mitigation may include FIT directing the contractor to take necessary precautions and wear protective gear to work in the vicinity of the lead paint. The contractor will not be responsible for delays caused by the mitigation activities or any associated cost.
14. Work is to conform to OSHA requirements.

IV. ADDITIONAL CONTRACTOR'S RESPONSIBILITIES

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

1. Contractor shall coordinate all work with FIT Facilities Department and Director.
2. Contractor to provide daily crew manpower log/count to FIT.
3. Contractor shall perform work in a neat workmanlike manner in accordance with accepted industry standards.
4. FIT Facilities Department shall notify Contractor before commencing work which floors are accessible by Contractor.
5. Contractor shall mask all signs, window frames, door frames, etc. when painting around them.
6. Contractor shall use Benjamin Moore, Regal Paint, or approved equal.
7. Employee Identification and Building Access: All Managers and their crew must wear at all times company identification. All Managers and their crew must sign in and out, upon entering and leaving the facility, at the FIT front security desk.

8. After Bid opening, FIT will evaluate and review submissions and notify the lowest Bidder, who is deemed most responsive and responsible. Within five (5) business days of such written notification, such Bidder shall submit the following information. Failure to comply with these requirements in whole or part shall constitute grounds for rejection of the Bid. FIT reserves the right to determine whether a Bidder has substantially met these requirements and to ask for additional information. Documentation of the following:
 - a. Health and safety training program and procedures for employees and on-site EHS Coordinator.
 - b. Copies of current licenses and certifications applicable to the Work, including but not limited to licenses issued by the Fire Department of New York, Department of Buildings of the City of New York, must be provided to FIT Facilities.
9. Contractor shall complete the attached Outline for Preparing Work-Specific Environment, Health and Safety Plan (“EHS Plan”) which will be reviewed and approved by FIT’s EHS Compliance Director prior to commencement of work. Contractor shall include the costs of completing the EHS Plan in the Bid price. Proof of the 10 Hour OSHA Outreach Training Program for Construction certificate will be required.
10. Contractor shall provide as described in the FIT Safety EHS Plan, legible copies of SDS sheets and estimates of anticipated amounts of chemicals Contractor intends to store on site to the FIT’s Director of EHS Compliance for review and approval at least ten (10) days before Contractor allows on-site storage.
11. Contractor shall ensure that legible copies of all SDS are available at the location of chemical storage and available for review at all times. Contractor shall take all necessary precautions necessary to prevent vapors, fumes, or dust from leaving the work area. This includes but is not limited to the construction of negatively ventilated containments as controls.
12. Contractor shall provide as described in the FIT Safety EHS Plan a written statement of the types of project waste disposed, including the amounts and the name of the waste disposal facility for each type of waste disposed. Contractor shall provide the statement with each Payment Application. Contractor shall provide a separate copy of the statement to FIT’s Director of EHS Compliance.
13. Contractor may not store Hazardous Waste on site at any time. Contractor may not generate or accumulate Hazardous Waste on site without the written approval of FIT’s Director of EHS Compliance. Contractor shall obtain FIT’s Director of EHS Compliance approval at least ten (10) days before the Contractor generates or accumulates Hazardous Waste on site beginning with demolition work.

14. Off-site shipments of Universal or Hazardous Waste. The Contractor may not allow the off-site removal of Universal or Hazardous Waste without the written approval of the FIT Director of EHS Compliance. Contractor will ensure that the FIT Director of EHS Compliance alone signs any shipping papers for the off-site removal of Universal or Hazardous Waste.
15. Contractor's personnel must report daily to the FIT Security area in the Lobby of Building "C", the Feldman Center before entering FIT's site. All Contractor's personnel must obtain temporary FIT identification that shall be displayed at all times while on the FIT site. While on FIT property, all Contractor's personnel shall be subject to all FIT campus policies and procedures, including, but not limited to, prohibitions related to tobacco, drug, and alcohol use, and policies and procedures regarding appropriate and civil conduct. Contractor's personnel shall not fraternize with FIT students and employees beyond what is necessary to complete their work or any assigned Projects. FIT policies may be found at <https://www.fitnyc.edu/policies/>. FIT reserves the right, in its sole determination, to eject from the campus, any Contractor personnel violating such policies, in addition to any other rights and remedies.

V. **PERMITS**

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

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

VI. PROJECT MANAGER

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

VII. SUBMISSIONS AND SUBSTITUTIONS

1. All submissions called for in the Contract Documents shall be submitted at least twenty (20) working days prior to proposed initiation of any related work.
2. FIT and FIT's Architect and Engineer will review and accept or take other appropriate action regarding Contractor submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for

conformance with information given and the design concept expressed in the Contract Documents. FIT's review of all shop drawings submitted by the Contractor shall be for concept only and does not remove the Contractor's responsibility for insuring that all specific details of the installation shall be performed in such a way so as to achieve satisfactory results. Acceptance by FIT, the Architect & Engineer of Contractor submittals does not relieve the Contractor from responsibility for errors which may exist in the submitted data.

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

VIII. PROGRESS PAYMENTS

1. All submissions called for in the Contract Documents shall be submitted at least twenty (20) working days prior to proposed initiation of any related work.
2. Progress payments will be made to the Contractor based solely on actual work completed. Furthermore, payment will not be made for the purchase of materials, nor for their transfer onto the site, nor for any costs associated with mobilization.
3. Payment requests shall be submitted to FIT's Facilities Director on AIA Documents G702 and G703.
4. Payments will be authorized based upon FIT's field visits and review of work. All FIT's decisions regarding progress payments shall be final.
5. The values quoted on the bid form shall constitute the Schedule of Values for AIA Document G703. Additional breakdown of the bid form shall be provided on the Schedule of Values and will be used for progress payments.
6. No progress payments will be processed without submission by the Contractor of properly executed Affidavit of Payment and Release of Liens (AIA Documents G706 and G706A or equivalent forms as may be requested by FIT), up-to-date weekly written reports and timeline in bar chart form, and all submittals, certificates, permits, etc. required pursuant to the terms of the contract.
7. A 10% retainage shall be deducted from all progress payments made by FIT.

8. Payment requests shall be submitted to FIT not more than once per month.
9. Contractor shall provide sufficient and appropriate documentation for all invoices to FIT including submittal of invoices for actual cost of materials, labor rates and certified payrolls. Filing of such payrolls shall comply with the Labor Law and is a condition precedent to payment. FIT reserves the right to request additional information at any time. Contractor required to submit Monthly Contractor's Compliance Form with each Payment Requisition.
10. Contractor required to submit a Certificate of Monthly Payment signed by each Sub- contractor with each Payment Requisition.
11. Contractor shall be required to submit a detailed Trade Payment Breakdown.

IX. SITE VISITS BY ARCHITECT/ENGINEER

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

X. CHANGE ORDERS

1. FIT may order changes in the work of any quantity and without invalidating the Agreement so long as the Contract Sum and/or Contract Time of Completion are adjusted accordingly. All such changes in the work shall be authorized by written Change Order. All Change Orders shall be reviewed by Architect and Engineer and authorized by a representative of FIT.
2. No work shall be performed by the Contractor unless it is specifically included in the Contract Scope of Work or authorized in advance by a bulletin issued by the Architect which will serve as the backup paperwork for a change order. The contractor needs to submit a Change Order. All work to

proceed prior to approval of change orders. Change Orders will be negotiated fairly in separate meetings. All written Change Orders are to be signed by all parties.

3. Any sums to be paid to Contractor as a result of any Change Order or any sums to be credited to FIT as a result of any Change Order shall be computed by one of the following methods:
 - (1) As agreed upon between the parties to the contract in writing prior to commencement of the work required by the Change Order, or;
 - (2) By Unit Prices detailed in the Contract Documents or subsequently agreed upon.

XI. GUARANTEES

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

XII. FINAL PAYMENT

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

4. One (1) set each of record drawings (measuring 24 inches by 36 inches) indicating the “As- Built” manner of installation of all work, shall be submitted to FIT and Engineer prior to the release of final payment.
5. Once the project has reached substantial completion, FIT and Architect will prepare a “Certificate of Substantial Completion”. This certificate must be signed by all parties (Engineer, FIT and Contractor), to acknowledge the date the project has reached substantial completion, and confirm agreement on a final punch-list of work to be performed. The Contractor shall be responsible for completing all punch-list items prior to release of final payment.

XIII. SUPPLEMENTAL CONDITIONS

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

XIV. PREVENTIVE MAINTENANCE SCHEDULE

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

BID ANALYSIS FORM FOLLOWS

ATTACHMENT C – BID ANALYSIS FORM

**FASHION INSTITUTE OF TECHNOLOGY &
COED HALL REAR WALL REPLACEMENT
INVITATION FOR BID NUMBER C1696
NYS PREVAILING WAGE SCHEDULE PRC # 2025005666**

BID BREAKDOWN

Line	Description	Total Labor Cost	Total Materials, Tools & Equipment	Line Total
1	DEMOLITION	\$	\$	\$
2	SCANNING EXISTING CONCRETE FOR REBAR LOCATION	\$	\$	\$
3	INSTALLING NEW REBAR	\$	\$	\$
4	POURING CONCRETE			
5	WATERPROOFING			
6	GENERAL REQUIREMENTS	\$	\$	\$
7	GENERAL CONDITIONS	\$	\$	\$

TOTAL BID PRICE (1-7)

\$ _____

As stated in Section IV of the front-end documents: Subcontracting shall be permitted **not to exceed 50%** of the work of the project. Please provide the ratio of the contractors and subcontractors work that will be used on this project.

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

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

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

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

The undersigned, having carefully examined all Contract Documents, including Notice to Bidders, Bid Terms and Conditions, Contract Terms and Conditions, General Requirements, General Conditions, Labor & Material Payment Bond, Performance Bond, Form of Bid, Non-Collusive Bidding Certification, Substitution Form Request, Contract, Affirmative Action Form, Change Order, Form, Contractor's Trade Payment Breakdown, Safety EHS Plan, Prevailing Wage Schedule, Specifications, and Drawings and having

examined the existing conditions by on-site visit(s), hereby submits this Bid Analysis, covering all labor, materials, equipment, tools, machinery, licensing, insurance, taxes, and fees required to perform the specified work at the above-referenced site, in accordance with the Contract Documents. **No exclusions & no exceptions.**

Company Name and Address of Bidder:

Signature of Bidder _____ Date _____

Printed Name and Title of Representative: _____

Telephone #: _____

Email Address: _____

EIN#: _____

IMPORTANT:

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

NOTE:

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

SECTION IV.
GENERAL REQUIREMENTS

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01010 -- SUMMARY OF THE WORK

.01 - Work Under The Contract

The Work shall be as described in the Contract Documents.

.02 - Work by Others

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

.03 - Items Not Included

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

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

.04 - Openings and Chases

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

.05 - Surveys and Layout

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

.06 - Scheduling

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

.07 - Contractor Use of Premises

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

01080 -- PERMITS AND COMPLIANCE

.01 - Permits and Licenses

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

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

.02 - Compliance

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

.03 - Additional Compliance

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

.04 - Royalties and Patents

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

01200 -- PROJECT MEETINGS

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

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

.02 - Initial Job Meeting (Orientation Meeting)

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

.03 - Job Progress Meetings

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

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

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

01300 -- SUBMITTALS

.01 - Schedules & Records

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

01311 – PROJECT ANALYSIS

.01 - Project Control and Progress Meetings

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

.02 – Payment

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

.03 - Time of Completion

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

01340 -- SHOP DRAWINGS AND SAMPLES

.01 - Contractor Submittal

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

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

.02 - Contractor Review

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

.03 - Contractor Responsibility

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

.04 - Commencement of Work

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

01380 -- PROGRESS PHOTOGRAPHS

.01 - Contractor Submission

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

01500 -- TEMPORARY FACILITIES AND CONTROLS

.01 - Requirements

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

.02 - Temporary Lighting and Electric Service

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

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

.03 - Material Hoists

A. General

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

B. The Contractor shall:

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

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

A. The Contractor shall:

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

B. The permanent elevator equipment shall be ready for use when required by the Work and shall permit any use approved by the Owner or the Owner's Representative.

.05- Temporary Enclosures

The Contractor shall:

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

.06 - Temporary Fence Enclosures

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

.07 - Maintenance of Permanent Roadways

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

.08 – Traffic Control

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

.09 - Fire Prevention Control

The Contractor Shall:

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

.10 - Pollution Control

The Contractor shall:

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

.11 - Temporary Field Office

- A. The Contractor may Provide a temporary office structure, for the Contractor's use during the course of the Work.
 - 1. The Contractor must receive prior written approval from the Owner or the Owner's Representative for such temporary office structure in relation to location, type of structure, and included facilities.
 - 2. All toilet and sink facilities in any such office structure shall be connected to an approved sewage disposal system.
 - 3. The Contractor shall remove the temporary office structure from the Site and shall repair the Site and finish the area as directed by the Owner or the Owner's Representative.
- B. The Contractor shall:
 - 1. Provide a temporary office structure completely separate from any other office structures at a location approved by the Owner or the Owner's Representative until the Work is completed and is accepted.
 - 2. Provide such office structure for the exclusive use of the Owner.
 - 3. Bear all costs in relation to the furnishing, construction and removal of such office structure.
 - 4. Repair and refinish the area as directed by the Owner or the Owner's Representative.
 - 5. Construct such office structure and furnish such office structure as required by the Contract.
 - 6. Maintain such office structure in a sanitary condition and in proper repair, properly heat the structure, furnish the fuel and furnish all utilities and pay all utility charges.
 - 7. Install a telephone for the sole use of the Owner or the Owner's Representative and pay all service and local toll charges incurred as a result of the use of such telephone service.
- C. **With** the prior written approval of the Owner or the Owner's Representative any other Contractor may erect a substantial office structure at the Site for the use of such Contractor in relation to the Work.
 - 1. All toilet and sink facilities in any such office structure shall be connected to an approved sewage disposal system.

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

.12 - Rubbish Removal

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

.13 - Discontinuance, Changes and Removal

The Contractor shall:

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

.14 - Project Identification

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

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

.15 - Moisture and Condensation Control

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

.16 - Protective Services

The Contractor shall provide security services required by the Contract.

01600 -- MATERIAL AND EQUIPMENT

.01 - Storage and Protection

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

01700 -- PROJECT CLOSE OUT

.01 - Final Cleanup

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

.02 - Required Close Out Documentation

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

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

.03 - Orientation Instruction

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

.04 - Project Close Out Inspections

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

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

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

01720 -- PROJECT RECORD DOCUMENTS

.01 - Project Record Drawings

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

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

01740 -- WARRANTIES, GUARANTEES, AND BONDS

See the Contract Documents for details.

SECTION V.
GENERAL CONDITIONS

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ARTICLE 1 -- DEFINITIONS

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

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

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

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

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

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

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

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

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

Furnish - To deliver to the site ready for installation.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2 -- CONTRACT DOCUMENTS

Section 2.01 - Captions

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

Section 2.02 - Conflicting Conditions

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

Section 2.03 - Notice and Service Thereof

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

Section 2.04 - Nomenclature

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

Section 2.05 - Invalid Provisions

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

ARTICLE 3 -- INTERPRETATION OF CONTRACT DOCUMENTS

Section 3.01 – Owner/Architect

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

Section 3.02 - Meaning and Intent of Contract Documents

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

Section 3.03 - Order of Preference

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

ARTICLE 4 -- MATERIALS AND LABOR

Section 4.01 - Contractor's Obligations

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

Section 4.02 - Contractor's Title to Materials

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

Section 4.03 - "Or Equal" Clause

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

Section 4.04 - Quality, Quantity and Labeling

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

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

ARTICLE 5 -- CONTRACTOR

Section 5.01 - Supervision by Contractor

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

Section 5.02 - Representations of Contractor

The Contractor represents and warrants:

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

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

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

SECTION 5.03 – COPIES OF CONTRACT DOCUMENTS FOR CONTRACTORS

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

SECTION 5.04 - MEETINGS

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

SECTION 5.05 – RELATED WORK

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

SECTION 5.06 – ERRORS OR DISCREPANCIES

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

ARTICLE 6 -- SITE CONDITIONS

SECTION 6.01 – SUBSURFACE OR SITE CONDITIONS FOUND DIFFERENT

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

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

SECTION 6.02 – VERIFYING DIMENSIONS AND CONDITIONS

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

SECTION 6.03 - SURVEYS

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

ARTICLE 7 -- INSPECTION AND ACCEPTANCE

SECTION 7.01 – ACCESS TO THE WORK

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

SECTION 7.02 – NOTICE FOR TESTING

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

SECTION 7.03 – REEXAMINATION OF WORK

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

SECTION 7.04 – INSPECTION OF WORK

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

SECTION 7.05 – DEFECTIVE OR DAMAGED WORK

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

SECTION 7.06 - TESTING

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

SECTION 7.07 - ACCEPTANCE

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

ARTICLE 8 -- CHANGES IN THE WORK

SECTION 8.01 - CHANGES

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

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

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

SECTION 8.02 – OVERHEAD AND PROFIT ALLOWANCE

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

Example A:

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

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

Example B:

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

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

Example C:

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

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

Example D:

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

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

Example E:

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

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

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

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

SECTION 8.02A – DEDUCT CHANGE ORDER

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

SECTION 8.03 – FORM OF CHANGE ORDERS

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

ARTICLE 9 -- TIME OF COMPLETION

SECTION 9.01 – TIME OF COMPLETION

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

F. It is further agreed that time is of the essence for each and every portion of the Work. In any instance in which additional time is allowed for the completion of any Work, the new time of completion established by said extension shall be of the essence. The Contractor shall not be charged with liquidated damages or any excess cost if the Owner determines that the Contractor is without fault and that the delay in completion of the Work is due:

1. to an unforeseeable cause beyond the control and without the fault of, or negligence of the Contractor, and approved by the Owner, including, but not limited to, acts of God or of public enemy, acts of the Owner, fires, epidemics, quarantine, restrictions, strikes, freight embargoes and unusually severe weather; and
2. to any delays of Subcontractors or suppliers occasioned by any of the causes specified in Subsections 1. of this paragraph.

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

G. The time for completion can be extended only by Change Order approved by the Owner and may be extended for:

1. all of the Work, or
2. only that portion of the Work altered by the Change Order.

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

ARTICLE 10 -- TERMINATION OR SUSPENSION

SECTION 10.01 – TERMINATION FOR CAUSE

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

SECTION 10.02 – TERMINATION FOR CONVENIENCE OF OWNER

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

SECTION 10.03 – OWNER'S RIGHT TO DO WORK

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

SECTION 10.04 – SUSPENSION OF WORK

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

ARTICLE 11 -- DISPUTES

SECTION 11.01 – CLAIMS FOR EXTRA WORK

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

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

SECTION 11.02 – CLAIMS FOR DELAY

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

SECTION 11.03 – FINALITY OF DECISIONS

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

ARTICLE 12 -- SUBCONTRACTS

SECTION 12.01 – SUBCONTRACTING

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

ARTICLE 13 -- CONTRACT COORDINATION AND COOPERATION

SECTION 13.01 – COOPERATION WITH OTHER CONTRACTORS

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

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

SECTION 13.02 – SEPARATE CONTRACTS

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

SECTION 13.03 – COORDINATED COMPOSITE DRAWINGS

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

ARTICLE 14 -- PROTECTION OF RIGHTS, PERSONS AND PROPERTY

SECTION 14.01 – ACCIDENT PREVENTION

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

SECTION 14.02 – SAFETY PROGRAMS

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

SECTION 14.03 – PROTECTION OF WORK AND PROPERTY

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

SECTION 14.04 – ADJOINING PROPERTY

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

SECTION 14.05 – RISKS ASSUMED BY THE CONTRACTOR

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

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

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

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

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

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

ARTICLE 15--INSURANCE AND CONTRACT SECURITY

SECTION 15.01 – INSURANCE PROVIDED BY CONTRACTOR

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

The Contractor shall provide insurance as follows:

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

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

Coverage shall provide and encompass the following:

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

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

Certificates shall be forwarded to Owner in care of:

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

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

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

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

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

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

SECTION 15.01A – OTHER INSURANCE PROVIDED BY CONTRACTOR

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

SECTION 15.02 – GENERAL CONFORMANCE

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

SECTION 15.03 – CONTRACT SECURITY

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

SECTION 15.04 – ADDITIONAL OR SUBSTITUTE BOND

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

SECTION 15.05 – FAILURE TO COMPLY WITH PROVISIONS OF ARTICLE 15

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

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

SECTION 16.01 – OCCUPANCY PRIOR TO ACCEPTANCE

NOT APPLICABLE

ARTICLE 17 -- PAYMENT

SECTION 17.01 – PROVISION FOR PAYMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 17.03 – RELEASE AND CONSENT OF SURETY

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

SECTION 17.04 - LIENS

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

SECTION 17.05 – WITHHOLDING OF PAYMENTS

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

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

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

SECTION 17.07 – FALSE STATEMENTS/INFORMATION

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

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

ARTICLE 18 -- TAX EXEMPTION

SECTION 18.01 – TAX EXEMPTION

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

ARTICLE 19 -- GUARANTEE

SECTION 19.01 - GUARANTEE

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

ARTICLE 20 -- STANDARD PROVISIONS

SECTION 20.01 – PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

SECTION 20.02 – COMPLIANCE WITH LAWS, RULES AND REGULATIONS

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

SECTION 20.03 – LAW GOVERNING THE CONTRACT

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

SECTION 20.04 - ASSIGNMENT

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

SECTION 20.05 – NO THIRD PARTY RIGHTS

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

SECTION 20.06 – CONTRACT DEEMED EXECUTORY

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

SECTION 20.07 – ANTI-RIOT PROVISIONS

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

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

SECTION 20.08 – DOMESTIC STEEL

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

SECTION 20.09 – PROTECTION OF LIVES AND HEALTH

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

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

- F. The Owner, Owner's Representative, or Architect may inspect the Site at any time without notice to the Contractor. If the Owner or its representatives find that the Contractor is not complying with Section 20.10 A or any other provision of Section 20.10, the Owner may send written notice to the Contractor to correct any deficiency. Upon re-inspection, if the Owner finds the deficiencies have not been corrected, or in instances where a safety violation (s) must be corrected before Work continues and the Contractor is given three (3) hours to make correction (s) and they are not made, the Owner may let a separate contract to correct any deficiencies and back charge the cost of the separate contract to the Contractor at a premium rate. The Contractor cannot pass these additional charges on to the Owner. No action taken under this section shall be deemed as a basis for any delay claim or any other claim against the Owner by the Contractor.
- G. The Contractor shall preserve and safeguard the scene of an accident involving a ladder, scaffold, mobile machinery, equipment, safety railing or uncovered floor opening or any other incident where the injured person required emergency medical treatment. The Contractor shall "tape off" the area, and not allow any material object or property to be altered, changed, moved or removed from the accident site. In addition to "taping off" the accident site, the Contractor shall telephone and send a facsimile or email to Owner immediately, and post a person at the accident site to protect it. Safeguarding and protecting the accident site shall only be abandoned by the Contractor upon release by the Owner or the Owner's Representative. Failure of the Contractor to comply with the provisions of this paragraph shall be deemed a breach of this Contract. In addition to any other contractual remedies available, the Owner may satisfy the breach by imposing the penalties set out in paragraph 20.10 E or void the entire Contract and retain any or all amounts due the Contractor under this Contract.

SECTION 20.10 – PROHIBITED INTERESTS / ETHICAL CONDUCT

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

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

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

SECTION 20.11 – STATE AND FEDERAL LABOR LAW PROVISIONS

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

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

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

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

H. The Contractor specifically agrees:

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

SECTION 20.12 - NONDISCRIMINATION

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

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

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

SECTION 20.13 – LIMITATION ON ACTIONS

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

SECTION 20.14 – WAIVER OF REMEDIES

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

SECTION 20.15 – WAIVER OF CERTAIN CAUSES OF ACTION

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

SECTION 20.16 – CONTRACTOR RELATIONSHIP

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

SECTION 20.17 – FAILURE TO COMPLY WITH THIS ARTICLE

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

SECTION 20.18 – YEAR 2000 WARRANTY

SECTION DELETED

SECTION 20.19 – FALSE RECORDS/KICKBACKS

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

ARTICLE 21- COOPERATION WITH INVESTIGATIONS

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

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

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

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

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

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

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

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

SECTION VI.

LABOR & MATERIAL PAYMENT BOND

LABOR & MATERIAL PAYMENT BOND

KNOW ALL BY THESE PRESENTS:

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

as Principal, hereinafter called Principal, and _____

(Here insert the legal title of Surety)

(Address)

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

_____ and /100 Dollars (\$_____)

WHEREAS, Principal has by written agreement dated _____

entered into a Contract with Owner for _____

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

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

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

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

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

Signed this _____ day of _____ 20__.

IN THE PRESENCE OF:

(Principal)

(Surety)

(Signature)

(Signature)

(Print Name and Title)

(Print Name and Title)

(Address)

(Address)

(City, State, Zip)

(City, State, Zip)

Telephone (____) _____

Fax No. _____

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

STATE OF _____) ss:

COUNTY OF _____)

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

Notary Public

ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP

STATE OF _____)ss:

COUNTY OF _____)

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

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

Notary Public

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

STATE OF _____) ss:

COUNTY OF _____)

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

Notary Public

ACKNOWLEDGEMENT OF SURETY

STATE OF NEW YORK)

COUNTY OF _____) ss:

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

Notary Public

SECTION VII.
PERFORMANCE BOND

PERFORMANCE BOND

KNOW ALL BY THESE PRESENTS:

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

as Principal, hereinafter called Principal, and _____

(Here insert the legal title of Surety)

(Address)

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

WHEREAS, CONTRACTOR has by written agreement dated _____

entered into a Contract with Owner for _____

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

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

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

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

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

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

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

Signed this _____ day of _____ 20__.

IN THE PRESENCE OF:

(Principal)

(Surety)

(Signature)

(Signature)

(Print Name and Title)

(Print Name and Title)

(Address)

(Address)

(City, State, Zip)

(City, State, Zip)

Telephone (____) _____

Fax No. _____

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

STATE OF _____) ss:

COUNTY OF _____)

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

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

Notary Public

ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP

STATE OF _____)ss:

COUNTY OF _____)

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

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

Notary Public

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

STATE OF _____) ss:

COUNTY OF _____)

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

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

Notary Public

ACKNOWLEDGEMENT OF SURETY

STATE OF NEW YORK)

COUNTY OF _____) ss:

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

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

Notary Public

SECTION VIII.
FORM OF BID

FORM OF BID

(Contract for Total of All Materials and Labor)

The Fashion Institute of Technology
(Owner)

For:

The Fashion Institute of Technology is requesting Bids for the Work described in Section II. Bid Terms and Conditions, II. Summary of Scope of Work and as shown and described on the drawings and specifications provided with this document at the Fashion Institute of Technology's "_____ " located on 27th street campus. To be known from this point forward as the "_____ "

Pursuant to and in compliance with the Owner's advertisement for bids dated_____, 20__ and the Contract Documents relating hereto, the undersigned hereby offers to provide all plant, labor, materials, supplies, equipment, and other facilities and things necessary or proper for or incidental to, the General Contracting and Electrical Work as required by, and in strict accordance with, the applicable provisions of the Contract Documents, as defined in the General Conditions, including changes thereto, and all of the addenda issued by the Owner and sent to the undersigned by facsimile transmission or delivered to the bidder prior to the date of opening of bids, whether received by the undersigned or not, for the total sum of

_____ Dollars
(\$_____).

The Bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

If written notice of the acceptance of the Bid is sent to the undersigned by certified or registered mail or by facsimile transmission or delivered to the undersigned within ninety (90) days after the date of opening of the bids, or any time thereafter before the Bid is withdrawn, the undersigned shall, within eight (8) days after the date of such mailing, facsimile transmission, or delivery of such notice, execute and deliver a Contract in the Form of Contract included in the Contract Documents.

The undersigned hereby designates as the undersigned's office to which such notice of acceptance may be mailed, transmitted, or delivered as _____

SECTION IX.
NON-COLLUSIVE
BIDDING
CERTIFICATION

Non-collusive Bidding Certification

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

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

Firm Name _____

Address _____

By _____
(Signature and Title)

Dated: _____

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

(Taxpayer ID or Social Security Number)

ACKNOWLEDGEMENT OF BIDDER, IF A CORPORATION

STATE OF NEW YORK)
COUNTY OF _____) ss:

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

Notary Public

ACKNOWLEDGEMENT OF BIDDER, IF A PARTNERSHIP

STATE OF NEW YORK)
COUNTY OF _____) ss:

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

Notary Public

ACKNOWLEDGEMENT OF BIDDER, IF AN INDIVIDUAL

STATE OF NEW YORK)
COUNTY OF _____) ss:

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

Notary Public

SECTION X:

SUBSTITUTION FORM REQUEST

FASHION INSTITUTE OF TECHNOLOGY

SUBSTITUTION REQUEST FORM

1.1 CONDITIONS OF SUBSTITUTIONS

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

1.2 SUBSTITUTION REQUEST

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

Specification Section and Title: _____

Paragraph _____ Page _____ Specified Item _____

Proposed Substitution: _____

Manufacturer: _____ Address: _____ Phone: _____

Trade Name: _____ Model No: _____

Price Difference: _____ or No Change _____

The Undersigned certifies:

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

Submitted by: _____

Signed by: _____

Firm: _____

Address: _____

Telephone: _____ FAX: _____

ARCHITECT'S REVIEW AND ACTION

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

Signed by: _____

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

SECTION XI.
CONTRACT

TO BE SIGNED ONLY UPON AWARD

CONTRACT

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

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

1. The Contractor shall Provide and shall perform all Work of every kind or nature whatsoever required and all other things necessary to complete in a proper and workmanlike manner the _____
_____ in strict accordance with the Contract Documents as defined in the General Conditions (and of which a listing of specifications and drawings are attached hereto) and in strict accordance with such changes as are ordered and approved pursuant to the Contract, and shall perform all other obligations imposed on such Contractor by the Contract.
2. The Contractor agrees to perform all Work and labor required, necessary, proper for, or incidental to the Work, and to Furnish all supplies and materials required, necessary, proper for, or incidental to the Work for the total sum of _____ and 00/100 Dollars (\$ _____ .00), which sum shall be deemed to be in full consideration for the performance by the Contractor of all the duties and obligations of such Contractor under the Contract.
3. The Contractor shall commence Work on the Contract at a time to be specified in a written notice to proceed issued by the OWNER and complete the project no later than _____.

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

F.I.T. Student Housing Corp.

Sherry Brabham, Treasurer

(Name of Contractor)

By _____
(Signature)

(Print Name and Title)

ACKNOWLEDGEMENT OF CONTRACTOR, IF A CORPORATION

STATE OF _____)
COUNTY OF _____) ss:

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

Notary Public

ACKNOWLEDGEMENT OF CONTRACTOR, IF A PARTNERSHIP

STATE OF _____)
COUNTY OF _____) ss:

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

Notary Public

ACKNOWLEDGEMENT OF CONTRACTOR, IF AN INDIVIDUAL

STATE OF _____)
COUNTY OF _____) ss:

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

Notary Public

SECTION XII.
AFFIRMATIVE ACTION FORM

MONTHLY CONTRACTOR'S COMPLIANCE REPORT FORM AAP 7.0

INSTRUCTION SHEET

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

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

PART B- PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS

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

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

DEFINITIONS

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

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

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

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

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

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

MONTHLY CONTRACTOR'S COMPLIANCE REPORT

Page 1 of

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

CONTRACTOR INFORMATION

Name _____ Federal ID No. _____

Address _____

Contact Person _____ Telephone Number _____

PROJECT INFORMATION

Institution _____ City and Zip Code _____

Work Description _____

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

Firm _____ ☐ MBE ☐ WBE ☐ Other Fed. ID# _____

Address _____ Phone# _____ Intended Payment\$. _____

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

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

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

Work Description _____

Firm _____ ☐ MBE ☐ WBE ☐ Other Fed. ID# _____

Address _____ Phone # _____ Intended Payment\$. _____

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

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

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

Work Description _____

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

Name of Principal or Officer (Type or Print)

Title of Principal or Officer (Type or Print)

Signature of Principal or Officer

Date

SECTION XIII.
CHANGE ORDER FORM

CHANGE ORDER

TO:

Contractor: _____

Contract No. _____

Street: _____

Contract Date: _____

City, State, Zip: _____

Original Contract Amount: \$ _____

Phone No. _____

Total Approved Change Orders: _____

Current Contract Amount: \$ _____

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

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

_____ Dollars.

Labor = _____

Materials = _____

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

Recommended by:
CONSTRUCTION MANAGER OR ARCHITECT

Name: _____

Accepted by:
CONTRACTOR

Name: _____

By: _____ Date: _____

By: _____ Date: _____

Approved by:

Name: _____

By: _____ Date: _____

OWNER

Name: _____

By: _____ Date: _____

SECTION XIV.
CONTRACTOR'S
TRADE PAYMENT BREAKDOWN

TRADE PAYMENT BREAKDOWN

PROJECT: _____

CONTRACT # C

CONTRACTOR: _____

[illegible]

EXHIBIT A: SAFETY EHS PLAN

EXHIBIT A. SAFETY EHS PLAN

FASHION INSTITUTE OF TECHNOLOGY

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

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

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

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

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

DESCRIPTION OF CONTENTS OF WORK-SPECIFIC EHS PLAN

III) GENERAL INFORMATION – PROJECT PLANNING

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

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

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

IV) WORK-SPECIFIC HAZARD ANALYSIS/RISK ASSESSMENT

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

V) WORK-SPECIFIC ENVIRONMENTAL, HEALTH AND SAFETY ELEMENTS

A) To address health and safety issues, the work-specific EHS Plan shall:

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

requirements to make to work area safe and

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

VI) ON-SITE DOCUMENTATION

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

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

VII) EMERGENCY RESPONSE PLANNING

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

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

TABLE 1

Project Name: _____ **Bid Number:** _____

CONTACTOR ORGANIZATION CHART AND SAFETY DATA

COMPANY	:	Name: Address: Phone:
President	:	Name: Phone:
Vice President – Operations	:	Name: Phone:
Director of Environmental, Health, and Safety	:	Name: Phone:
Contractor EHS Program Development	:	Name: Phone:
OSHA Total Case Recordable Rate (TCRR)	:	
Days Away from work, or Restricted work or job Transfer (DART)	:	
Experience Modification Rate (EMR)	:	

Listing of On-site Subcontractors for project work, as applicable -

[illegible]

TABLE 2**ON-SITE SUPERVISORY PERSONNEL**
of 2**Page 1**

TITLE	:	NAME(S) AND ON-SITE PHONE NUMBER
On-site EHS Coordinator	:	
Contractor Project Managers	:	
FIT's Project Manager(s)	:	
<u>Contractor's Competent Persons</u>		List all that Apply – Indicate not applicable areas for department /project work as “NA” For subcontractor employees, place subcontractor firm name in parenthesis after the employee's name
• Confined Spaces	:	
• Excavations	:	
• Industrial Hygiene	:	
• Electrical--Lock Out/Tag Out	:	
• PPE, Respiratory Protection	:	
• Hazard Communication (Required for each department and project. Identify responsible employee for each subcontractor)	:	
• Fall Protection	:	
• Scaffolds	:	
• Cranes & Derricks	:	
• Blasting & Use of Explosives	:	

TABLE 2 (Cont'd)**ON-SITE SUPERVISORY PERSONNEL****Page 2 of 2**

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

- Lead

- Silica

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

- FDNY Certificate of Fitness-Torch Operations

- FDNY Certificate of Fitness-Fire Guard

- FDNY Certificate of Fitness-Fire proofing

- FDNY Certificate of Fitness-Powder Activated Tools

- FDNY Certificate of Fitness-Air Compressors_____

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

- FDNY REFRIGERATING SYSTEM OPERATING ENGINEER

- FDNY Certificate of Fitness-Other_____

- FDNY Certificate of Fitness-Other_____

-

-

TABLE 3

LISTING OF REQUIRED EMPLOYEE/SUPERVISORY BRIEFINGS

Page 1 of 1

[illegible]

TABLE 4**EMERGENCY CONTACT NAMES & TELEPHONE NUMBERS****Page 1 of****1**

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

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

EXHIBIT B: PREVAILING WAGE SCHEDULE



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Fashion Institute of Technolog
Sam Li, Director of Procurement
227 W27th Street
New York NY 10001

Schedule Year 2024 through 2025
Date Requested 05/12/2025
PRC# 2025005666

Location Fashion Institute of Technolog
Project ID# C1696
Project Type Provide labor, materials, scanning, tools and equipment to complete the COED Hall Rear Replacement.

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.

Contractor Registry

Effective December 30, 2024 all contractors and subcontractors submitting bids or performing construction work on public work projects, or private projects covered by Article 8 of the Labor Law, are required to register with the New York State Department of Labor (NYSDOL) under Labor Law Section 220-i. To register, contractors and subcontractors must submit an application through NYSDOL's Contractor Registry portal which is available through the agency's Management System for Protecting Worker Rights (MPWR) <https://mpwr-public.labor.ny.gov/en/login>.

For additional information, please visit [online](#).

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 form the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 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

Payrolls and Payroll Records

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

The filing of payrolls to the Department of Jurisdiction is a condition of payment. Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (Contracting Agency) shall collect, review for facial validity, and maintain such payrolls.

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

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

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

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

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

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

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

Withholding of Payments

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

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

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

Summary of Notice Posting Requirements

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

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

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

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

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

Apprentices

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeymen 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

Fashion Institute of Technolog
Sam Li, Director of Procurement
227 W27th Street
New York NY 10001

Schedule Year 2024 through 2025
Date Requested 05/12/2025
PRC# 2025005666

Location Fashion Institute of Technolog
Project ID# C1696
Project Type Provide labor, materials, scanning, tools and equipment to complete the COED Hall Rear Replacement.

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.

**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

New York County General Construction

Asbestos Worker

05/01/2025

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

05/01/2025

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

05/01/2025

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

05/01/2025

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

05/01/2025

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**05/01/2025**

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
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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
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8-1456MC

Carpenter**05/01/2025**

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

05/01/2025

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**05/01/2025**

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**05/01/2025**

JOB DESCRIPTION Carpenter**DISTRICT** 8**ENTIRE COUNTIES**

Bronx, Kings, Nassau, 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

05/01/2025

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

05/01/2025

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

05/01/2025

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**05/01/2025**

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**05/01/2025**

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
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Night (Graveyard Shift): Electrician Audio/Sound and Temporary Light	\$ 81.49
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SUPPLEMENTAL BENEFITS

Per Hour:

Electrician	\$ 66.09 70.01*
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Swing Shift:	75.07 79.66*
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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/MIJ:	
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	05/01/2025
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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	05/01/2025
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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	\$ 47.65
Modernization & Service/Repairs	45.217	46.47

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 of the Constructor, the Modernization and the Service/Repair wage.
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	36.88
4th & 5th Term	37.19	37.58
6th & 7th Term	38.80	39.20
8th & 9th Term	40.41	40.83

4-1

Glazier

05/01/2025

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	\$ 64.23
Scaffolding, including swing scaffold	67.28	69.23

*Mechanical Equipment	64.28	65.23
**Repair & Maintenance	30.76	31.71

*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:

Glazier, Glass Tinting Window Film, Scaffolding and Mechanical Equipment	\$ 42.13	\$ 43.03
Repair & Maintenance	24.62	25.12

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	05/01/2025
1st term	\$ 22.34	\$ 22.79
2nd term	30.64	31.15
3rd term	40.87	41.53
4th term	50.14	50.90

Supplemental Benefits:

(Per hour)

1st term	\$ 19.27	\$ 19.56
2nd term	27.34	27.85
3rd term	32.85	33.49
4th term	36.01	36.73

8-1087 (DC9 NYC)

Insulator - Heat & Frost

05/01/2025

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 4

ENTIRE COUNTIES

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

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

05/01/2025

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	05/01/2025
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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
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Ornamental	\$ 47.65	\$ 47.90
Chain Link Fence	47.65	47.90
Guide Rail	47.65	47.90

SUPPLEMENTAL BENEFITS

Per hour:		
Journeyworker:	\$ 66.29	\$ 67.29

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

1st Term	\$ 25.98	\$ 26.45
2nd Term	28.45	28.97
3rd Term	30.80	31.36
4th Term	34.39	35.02

Supplemental Benefits per hour:

1st Term	\$ 16.29	\$ 16.29
2nd Term	18.29	18.29
3rd Term	19.29	19.29
4th Term	20.29	20.29

4-580-Or

Ironworker	05/01/2025
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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
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Ironworker:		
Structural	\$ 57.20	\$ 58.45
Bridges		
Machinery		

SUPPLEMENTAL BENEFITS

PER HOUR PAID:

Journeyman	\$ 89.85	\$ 91.35
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OVERTIME PAY

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

*NOTE: Benefits are calculated for every hour paid.

HOLIDAY

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (5, 6, 18, 19) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES PER HOUR:

6 month terms at the following rate:

1st	\$ 30.23	\$ 30.36
2nd	30.83	30.96

3rd - 6th	31.44	31.57
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Supplemental Benefits PER HOUR PAID:	62.47	63.48
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4-40/361-Str

Ironworker

05/01/2025

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	\$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 BENIFITS

Per Hour:

1st term	2nd term	3rd term	4th Term
\$18.40	\$17.40	\$16.45	\$15.45

4-46Reinf

Laborer

05/01/2025

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

05/01/2025

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

05/01/2025

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
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For Repairs on Existing Water Tunnels	90% of rates above
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For Repairs of Sewer & Drainage Tunnels	85% of rates above
--	--------------------

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

05/01/2025

JOB DESCRIPTION Laborer - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour: 07/01/2024 01/01/2025

Basic Laborer and Mason Tender	\$ 44.70*	\$ 45.25*
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*Before calculating premium wage deduct	\$ 3.25	\$ 3.45
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SUPPLEMENTAL BENEFITS

Per hour:

Basic Laborer and Mason Tender	\$ 29.99	\$ 30.69
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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
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Basic Laborer and

Mason Tender				
07/01/2024	\$ 22.05*	\$ 23.80*	\$ 25.30*	\$ 27.80*
01/01/2025	\$ 22.25*	\$ 24.10*	\$ 25.60*	\$ 28.10*

*Before calculating premium wage deduct

	\$ 0.50	\$ 0.60
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Supplemental Benefits per hour:

All Terms	\$ 10.77	\$ 11.02	9-MTDC(79)
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Laborer - Building	05/01/2025
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JOB DESCRIPTION Laborer - Building	DISTRICT 9
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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	05/01/2025
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JOB DESCRIPTION Laborer - Building	DISTRICT 9
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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	\$ 20.15	\$ 20.95
+ 2.49*	+ 7.32*	+ 7.80*

* This portion is not subjected to overtime premiums.

Supplemental Benefits:

Per hour:

\$ 12.70	\$ 16.70	\$ 16.70
+ 2.65*	+ 3.45*	+ 4.25*

Journeyworker rate applies after 4000 hours

*This portion subjected to same premium as wages.

9-6A/18A/20-C

Laborer - Building

05/01/2025

JOB DESCRIPTION Laborer - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour: 07/01/2024 01/01/2025

Building:

Plasterer Tender and

Spray Fireproofing Tender

\$ 44.70* \$ 45.25*

* Before calculating overtime wages deduct

\$ 3.25 \$ 3.45

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker

\$ 29.99 \$ 30.69

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
07/01/2024	\$22.05*	\$23.80*	\$25.30*	\$27.80*
01/01/2025	\$22.35*	\$24.10*	\$25.60*	\$28.10*

* Before calculating overtime wages deduct

\$ 0.50

\$ 0.60

Supplemental Benefits per hour:

All Terms:

\$ 10.77

\$ 11.02

9-30 (79)

Laborer - Building

05/01/2025

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

\$ 40.55

\$ 41.15

Material Abatement
Laborer

(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

\$ 21.00

OVERTIME PAY

See (B, B2, I) on OVERTIME PAGE

07/01/2024 - *Calculate at \$39.00 per hour then add \$1.55

01/06/2025 - *Calculate at \$39.25 per hour then add \$1.90

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

\$ 21.00*

\$ 21.48*

2nd Term

22.00**

22.48**

3rd Term

25.00***

25.48***

4th Term

27.00****

27.48****

SUPPLEMENTAL BENEFIT

Per Hour:

All Terms

\$ 14.35

\$ 15.07

OVERTIME PAY:

07/01/2024

*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

01/06/2025

*Calculate at \$21.20 per hour then add \$1.28

**Calculate at \$22.20 per hour then add \$1.28

***Calculate at \$24.20 per hour then add \$1.28

****Calculate at \$26.20 per hour then add \$1.28

4-NYDC(78)

Laborer - Building

05/01/2025

JOB DESCRIPTION Laborer - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour: 07/01/2024 01/01/2025

Skilled Demolition Laborer: \$ 42.48* \$ 42.66*
General Demolition Laborer: 31.06** 31.24**

*Before calculating overtime wages deduct 3.00 3.05

**Before calculating overtime wages deduct 2.35 2.40

**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 \$ 29.24
General Demolition Laborer: 21.98 22.30

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.

	1st	2nd	3rd	4th
07/01/2024	\$ 22.05*	\$ 23.80*	\$ 25.30*	\$ 27.80*
01/01/2025	22.35*	24.10*	25.60*	28.10*

*Before calculating overtime wages deduct \$ 0.50 \$ 0.60

Supplemental Benefits per hour:

All Terms: 10.77 11.02

9-79/95

Laborer - Concrete & Asphalt Paving

05/01/2025

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

05/01/2025

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

05/01/2025

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

05/01/2025

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

05/01/2025

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:

Mosaic & Terrazzo Mechanic \$ 60.98 \$ 61.33

Mosaic & Terrazzo Finisher 58.96 59.72

SUPPLEMENTAL BENEFITS

Per hour:

Mosaic & Terrazzo Mechanic	\$ 31.36*	\$ 31.46*
	+ \$9.78	+ \$10.39

Mosaic & Terrazzo Finisher	\$ 31.36* + \$9.77	\$ 31.46* + \$10.38
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*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
01/01/2025	25.36	32.60	39.95	41.09	49.37	56.15

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
01/01/2025	\$7.12* + 3.64	\$9.16* + 4.67	\$15.72* + 6.24	\$23.86* + 7.27	\$24.86* + 8.31	\$27.36* + 9.35

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

9-7/3

Mason - Building 05/01/2025

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour: 07/01/2024 12/02/2024

Tile Setters \$ 64.40 \$ 64.62

SUPPLEMENTAL BENEFITS

Per Hour: \$ 28.51*
+8.52 \$ 29.01*
+8.52

*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
12/02/2024										

\$22.29	\$27.35	\$34.36	\$39.41	\$43.05	\$46.60	\$50.29	\$55.33	\$57.84	\$62.20
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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
12/02/2024	\$12.70*	\$12.70*	\$15.81*	\$15.81*	\$16.81*	\$18.31*	\$19.31*	\$19.31*	\$19.31*	\$24.56*
	+ \$.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

05/01/2025

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

Building-Marble Restoration:

Marble, Stone & Terrazzo Polisher	\$ 47.72	\$ 47.93
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SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker:

Building-Marble Restoration:

Marble, Stone & Polisher	\$ 31.50	\$ 31.86
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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
07/01/2024	\$ 33.40	\$ 38.18	\$ 42.94	\$ 47.72
01/06/2025	33.54	38.34	43.13	47.93
Supplemental Benefits Per Hour:				
07/01/2024	29.06	29.87	30.69	31.50
01/06/2025	29.59	30.34	31.11	31.86

9-7/24-MP

Mason - Building

05/01/2025

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
Marble Cutters & Setters	\$ 63.92	\$ 64.21

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker	\$ 40.05	\$ 40.51
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OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage Per Hour:

750 hour terms at the following wage

	1st	2nd	3rd	4th	5th	6th	7th	8th
	0-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6750	6751-7500	7500+
07/01/2024	\$ 27.01	\$ 40.52	\$ 43.88	\$ 47.26	\$ 50.64	\$ 54.32	\$ 60.71	\$ 63.92
01/06/2025	\$ 27.24	\$ 40.84	\$ 44.25	\$ 47.63	\$ 51.05	\$ 54.58	\$ 60.99	\$ 64.21

Supplemental Benefits per hour:

	1st	2nd	3rd	4th	5th	6th	7th	8th
07/01/2024	\$ 26.42	\$ 29.76	\$ 30.61	\$ 31.44	\$ 32.28	\$ 37.55	\$ 39.23	\$ 40.05
01/06/2025	\$ 26.88	\$ 30.14	\$ 30.95	\$ 31.78	\$32.59	\$38.07	\$ 39.71	\$ 40.51

9-7/4

Mason - Building **05/01/2025**

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	\$ 49.59
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*To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per Hour:

\$ 25.36*	\$ 25.81*
+ \$8.33	+ \$8.34

* 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 **05/01/2025**

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	\$ 27.99

Note 1: An additional \$2.00 per hour
for time spent grinding floor using
"60 grit" and below.

Note 2: Flaming equipment operator
shall be paid an additional \$25.00 per day.

SUPPLEMENTAL BENEFITS

Per Hour:

Marble, Stone Maintenance Finishers:	\$ 15.74	\$ 15.88
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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	01/06/2025
0-750	\$ 22.32	\$ 22.91
751-1500	23.04	23.59
1501-2250	23.75	24.26
2251-3000	24.48	24.95
3001-3750	25.56	25.96
3751-4500	27.00	27.32
4501+	27.72	27.99

Supplemental Benefits:

Per hour:

0-750	12.69	12.43
751-1500	13.10	12.89
1501-2250	13.51	13.35
2251-3000	13.91	13.80
3001-3750	14.52	14.50
3751-4500	15.33	15.41
4501+	15.74	15.88

9-7/24M-MF

Mason - Building / Heavy&Highway

05/01/2025

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
Marble-Finisher	\$ 49.99	\$ 50.22

SUPPLEMENTAL BENEFITS

Journeyworker:

Per hour

Marble- Finisher	\$ 37.39	\$ 37.69
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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.

Mason - Building / Heavy&Highway

05/01/2025

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

05/01/2025

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

05/01/2025

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

05/01/2025

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
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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**

05/01/2025

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

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

STEEL ERECTION:

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

Group 2: Oiler (Truck Crane)

Group 3: Oiler (Crawler Crane)

BUILDING CONSTRUCTION:

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

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

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

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

Group 5: Maintenance on Radiant Mechanical Heaters

HEAVY CONSTRUCTION (Excavation, Foundations, etc)

Group 1:Maintenance of: Generators, Light Towers

Group 2:Maintenance of: Pumps, Mixers including mudsucking

Group 3: Base Mounted Tower Cranes

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

WAGES:

Per hour: 07/01/2024

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.
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\$ 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

05/01/2025

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

05/01/2025

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

05/01/2025

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
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*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

05/01/2025

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

05/01/2025

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

05/01/2025

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

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

05/01/2025

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

05/01/2025

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

Brush \$ 52.86* \$ 54.56*

Abatement/Removal of lead based 52.86* 54.56*
or lead containing paint on
materials to be repainted.

Spray & Scaffold	\$ 55.86*	57.56*
Fire Escape	55.86*	57.56*
Decorator	55.86*	57.56*
Paperhanger/Wall Coverer	55.09*	55.62*

*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	\$ 38.82
All others	34.31	35.23
Premium	38.28**	39.36**

**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	05/01/2025
Appr 1st term...	\$ 20.22*	\$ 20.76*
Appr 2nd term...	25.93*	26.72*
Appr 3rd term...	31.61*	32.51*
Appr 4th term...	42.40*	43.64*

*Subtract \$ 0.10 to calculate premium rate.

Supplemental benefits:

Per Hour:

Appr 1st term...	\$ 16.89	\$ 17.40
Appr 2nd term...	20.95	21.47
Appr 3rd term...	24.10	24.77
Appr 4th term...	30.57	31.43

8-NYDC9-B/S

Painter	05/01/2025
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JOB DESCRIPTION Painter

DISTRICT 8

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

PARTIAL COUNTIES

Nassau: Atlantic Beach, Ceadershurst, 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

05/01/2025

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
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	+ 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

05/01/2025

JOB DESCRIPTION Painter - Metal Polisher

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

	07/01/2024
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
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Journeyworker:

All classification	\$ 12.79
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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**05/01/2025**

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 &	\$ 47.72	\$ 47.99
Spraying Fireproofing	+ \$5.00*	+ \$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

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**05/01/2025**

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

05/01/2025

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

05/01/2025

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	01/01/2025 \$ 48.90
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*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 Maintenance	\$ 21.36	\$ 22.26
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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

05/01/2025

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*
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* 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*
Supplements:				
	1st	2nd	3rd	4th
	\$ 4.10	\$ 16.17	\$ 19.31	\$ 24.02

* This portion is not subjected to overtime premiums.

(1) year term apprentices indentured after 01/01/2023

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**05/01/2025**

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
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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
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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**05/01/2025**

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour:

07/01/2024 11/01/2024

Sheetmetal Worker	\$ 61.09	\$ 62.34
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Maintenance of Fans	48.87	51.42
Temporary Operation		

SUPPLEMENTAL BENEFITS

Per Hour:

Sheetmetal Worker	\$ 53.25	\$ 55.00
Maintenance Worker	53.25	55.00

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	\$ 21.70
3rd & 4th Term	27.39	27.95
5th & 6th Term	33.52	34.21
7th & 8th Term	42.75	43.63
9th Term	48.55	49.85

Per Hour: Supplemental Benefits

1st & 2nd Term	\$ 19.66	\$ 19.72
3rd & 4th Term	26.73	26.97
5th & 6th Term	31.57	31.98
7th & 8th Term	38.78	39.45
9th Term	43.62	44.47

4-28

Steamfitter

05/01/2025

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 & Refrigeration	\$ 46.10	\$ 46.60
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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 & Refrigeration	\$ 20.96	\$ 22.71
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Per hour Paid: \$ 17.65 \$ 19.65

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

1 year terms

Wages per hour:

1st Term	\$ 22.31	\$ 22.55
2nd Term	26.94	27.23
3rd Term	31.38	31.72

4th Term	37.90	38.31
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Benefits per hour worked:

1st Term	\$ 14.44	\$ 14.93
2nd Term	15.91	16.43
3rd Term	17.41	17.99
4th Term	19.44	20.10

Benefits per hour paid:

1st Term	\$ 11.38	\$ 11.87
2nd Term	12.85	13.37
3rd Term	14.35	14.93
4th Term	16.38	17.04

4-638B-StmFtrRef

Steamfitter

05/01/2025

JOB DESCRIPTION Steamfitter

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour:	07/01/2024	10/1/2024	04/01/2025
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Sprinkler/Steam AC/Heat Fitter	\$ 69.11	\$ 69.86	\$ 70.36
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Temporary Heat & AC Fitter	52.54	53.11	53.49
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SHIFT WORK

Add 15% to Hourly Wage and Hourly Supplemental Benefit for "Contracting Agency" Mandated Off Shift Work.

SUPPLEMENTAL BENEFITS

Per Hour:

Sprinkler/Steam Fitter	\$ 53.49	\$ 53.49	\$ 54.24
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Temporary Heat & AC Fitter	43.67	43.67	44.43
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OVERTIME PAY

Note: The posted overtime rates are applicable after 8 hours plus Saturday, Sunday and Holidays:

Per Hour:	07/01/2024	10/01/2024	04/01/2025
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Wages			
Sprinkler/Steam	\$ 138.22	\$ 139.72	\$ 140.66
Temp Heat/AC	105.08	106.22	106.92

Supplemental Benefits			
Sprinkler/Steam	105.99	106.84	107.49
Temp Heat/AC	85.35	87.34	87.87

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Per hour:

WAGES

1 year Terms	1st	2nd	3rd	4th	5th
07/01/2024	\$ 27.98	\$ 34.96	\$ 41.94	\$ 48.92	\$ 55.90
04/01/2025	28.18	35.21	42.24	49.27	56.30

Supplemental Benefits

07/01/2024	21.80	27.05	32.28	37.53	42.76
10/01/2024	22.10	27.42	32.73	38.05	43.36

04/01/2025	22.20	27.55	32.88	38.23	43.56
Premium Time Supplemental Benefits					
07/01/2024	43.60	54.10	64.56	75.06	85.52
10/01/2024	43.36	53.94	64.52	75.18	85.68
04/01/2025	43.56	54.23	64.87	75.54	86.18

4-638A-StmSpFtr

Teamster - Delivery of Concrete**05/01/2025****JOB DESCRIPTION** Teamster - Delivery of Concrete**DISTRICT** 9**ENTIRE COUNTIES**

Bronx, Kings, New York, Queens, Richmond

WAGES

Per Hour:

Effective 07/01/2025

07/01/2025

Concrete Delivery \$ 43.29
 + 2.66

SUPPLEMENTAL BENEFITS

Per Hour:

Concrete Delivery \$ 46.85
Driver

OVERTIME PAY

See (B, E, P, *R, **U, ***V) on OVERTIME PAGE

Note: R* for Holidays 2, 11, & 15 ONLY

U** for Holidays 5 & 6 ONLY

V*** paid at \$13.25 per hour worked ONLY

HOLIDAY

Paid: See (5, 6, 11, 25) on HOLIDAY PAGE

Overtime: See (2, 5, 6, 11, 15) on HOLIDAY PAGE

9-282nyc

Teamster - Heavy Construction**05/01/2025****JOB DESCRIPTION** Teamster - Heavy Construction**DISTRICT** 4**ENTIRE COUNTIES**

Bronx, Kings, New York, Queens, Richmond

WAGES

Per Hour:

Drivers (Debris Removal, Street Level and below)*
07/01/2024

Dump Trucks \$ 44.165
Tractor Trailers 47.315
Euclid/Turnapull 47.88

*Dump & Tractor Trailer Drivers- Asphalt Delivery starting 7/1/2025

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.

Welder

05/01/2025

JOB DESCRIPTION Welder

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour 07/01/2024

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 Residential

Plumber - Residential

05/01/2025

JOB DESCRIPTION Plumber - Residential

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour: 07/01/2024

Plumber \$ 52.07

(RESIDENTIAL RATES FOR 1, 2 AND 3 FAMILY HOME CONSTRUCTION)

THERE ARE NO HELPERS UNDER THIS CLASSIFICATION.

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 \$ 30.82

OVERTIME PAY

See (D, O, V) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

9-1Res

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
- (B3) Time and one half of the hourly rate after 40 straight 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)

<p>1. Name and complete address <input type="checkbox"/> (Check if new or change)</p> <p>Telephone _____ Fax _____</p> <p>E-Mail: _____</p>	<p>2. NY State Units (see Item 5).</p> <table style="width: 100%;"><tr><td><input type="checkbox"/> 01 DOT</td><td><input type="checkbox"/> 07 City</td></tr><tr><td><input type="checkbox"/> 02 OGS</td><td><input type="checkbox"/> 08 Local School District</td></tr><tr><td><input type="checkbox"/> 03 Dormitory Authority</td><td><input type="checkbox"/> 09 Special Local District, i.e., Fire, Sewer, Water District</td></tr><tr><td><input type="checkbox"/> 04 State University Construction Fund</td><td><input type="checkbox"/> 10 Village</td></tr><tr><td><input type="checkbox"/> 05 Mental Hygiene Facilities Corp.</td><td><input type="checkbox"/> 11 Town</td></tr><tr><td><input type="checkbox"/> 06 OTHER N.Y. STATE UNIT</td><td><input type="checkbox"/> 12 County</td></tr><tr><td></td><td><input type="checkbox"/> 13 Other Non-N.Y. State (Describe)</td></tr></table>	<input type="checkbox"/> 01 DOT	<input type="checkbox"/> 07 City	<input type="checkbox"/> 02 OGS	<input type="checkbox"/> 08 Local School District	<input type="checkbox"/> 03 Dormitory Authority	<input type="checkbox"/> 09 Special Local District, i.e., Fire, Sewer, Water District	<input type="checkbox"/> 04 State University Construction Fund	<input type="checkbox"/> 10 Village	<input type="checkbox"/> 05 Mental Hygiene Facilities Corp.	<input type="checkbox"/> 11 Town	<input type="checkbox"/> 06 OTHER N.Y. STATE UNIT	<input type="checkbox"/> 12 County		<input type="checkbox"/> 13 Other Non-N.Y. State (Describe)
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<p>3. SEND REPLY TO <input type="checkbox"/> (check if new or change) Name and complete address:</p> <p>Telephone _____ Fax _____</p> <p>E-Mail: _____</p>	<p>4. SERVICE REQUIRED. Check appropriate box and provide project information.</p> <p><input type="checkbox"/> New Schedule of Wages and Supplements. APPROXIMATE BID DATE : _____</p> <p><input type="checkbox"/> Additional Occupation and/or Redetermination</p> <table style="width: 100%;"><tr><td style="border: 1px solid black; padding: 5px; width: 50%;">PRC NUMBER ISSUED PREVIOUSLY FOR THIS PROJECT :</td><td style="border: 1px solid black; padding: 5px; width: 50%;">OFFICE USE ONLY</td></tr></table>	PRC NUMBER ISSUED PREVIOUSLY FOR THIS PROJECT :	OFFICE USE ONLY												
PRC NUMBER ISSUED PREVIOUSLY FOR THIS PROJECT :	OFFICE USE ONLY														

B. PROJECT PARTICULARS

<p>5. <u>Project Title</u> _____</p> <p><u>Description of Work</u> _____</p> <p>_____</p> <p><u>Contract Identification Number</u> _____</p> <p><u>Note: For NYS units, the OSC Contract No.</u> _____</p>	<p>6. Location of Project: <u>Location on Site</u> _____</p> <p><u>Route No/Street Address</u> _____</p> <p><u>Village or City</u> _____</p> <p><u>Town</u> _____</p> <p><u>County</u> _____</p>																						
<p>7. Nature of Project - Check One:</p> <table style="width: 100%;"><tr><td><input type="checkbox"/> 1. New Building</td></tr><tr><td><input type="checkbox"/> 2. Addition to Existing Structure</td></tr><tr><td><input type="checkbox"/> 3. Heavy and Highway Construction (New and Repair)</td></tr><tr><td><input type="checkbox"/> 4. New Sewer or Waterline</td></tr><tr><td><input type="checkbox"/> 5. Other New Construction (Explain)</td></tr><tr><td><input type="checkbox"/> 6. Other Reconstruction, Maintenance, Repair or Alteration</td></tr><tr><td><input type="checkbox"/> 7. Demolition</td></tr><tr><td><input type="checkbox"/> 8. Building Service Contract</td></tr></table>	<input type="checkbox"/> 1. New Building	<input type="checkbox"/> 2. Addition to Existing Structure	<input type="checkbox"/> 3. Heavy and Highway Construction (New and Repair)	<input type="checkbox"/> 4. New Sewer or Waterline	<input type="checkbox"/> 5. Other New Construction (Explain)	<input type="checkbox"/> 6. Other Reconstruction, Maintenance, Repair or Alteration	<input type="checkbox"/> 7. Demolition	<input type="checkbox"/> 8. Building Service Contract	<p>8. OCCUPATION FOR PROJECT :</p> <table style="width: 100%;"><tr><td><input type="checkbox"/> Construction (Building, Heavy Highway/Sewer/Water)</td><td><input type="checkbox"/> Fuel Delivery</td></tr><tr><td><input type="checkbox"/> Tunnel</td><td><input type="checkbox"/> Guards, Watchmen</td></tr><tr><td><input type="checkbox"/> Residential</td><td><input type="checkbox"/> Janitors, Porters, Cleaners, Elevator Operators</td></tr><tr><td><input type="checkbox"/> Landscape Maintenance</td><td><input type="checkbox"/> Moving furniture and equipment</td></tr><tr><td><input type="checkbox"/> Elevator maintenance</td><td><input type="checkbox"/> Trash and refuse removal</td></tr><tr><td><input type="checkbox"/> Exterminators, Fumigators</td><td><input type="checkbox"/> Window cleaners</td></tr><tr><td><input type="checkbox"/> Fire Safety Director, NYC Only</td><td><input type="checkbox"/> Other (Describe)</td></tr></table>	<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)
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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.

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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	DOL		AKHLAQ OULAKH		4307 28TH AVE ASTORIA NY 11103	10/11/2024	10/11/2029
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	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	NYC	*****2113	BHW CONTRACTING, INC.		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
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	*****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	DOL		CHRISTOPHER GRECO		26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL	*****2281	CORRAO TRUCKING, INC.		PO BOX 393 NANUET NY 10954	09/17/2024	09/17/2029
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

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DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		DARWIN PEGUESE		6400 BALTIMORE NATIONAL SUITE 602CANTONSVILLE NY 21228	10/24/2024	10/24/2029
DOL	DOL		DAVID FRIEDLANDER		64 NORTH PUTT CORNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	DOL		DINA TAYLOR		64 N PUTT CONNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
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	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		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	*****2397	ISLAND BREEZE MARINE, INC.		6400 BALTIMORE NATIONAL CANTONSVILLE MD 21228	10/24/2024	10/24/2029
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
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

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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	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 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 HALL		937 US ROUTE 11 CENTRAL SQUARE NY 13036	10/21/2024	10/21/2029
DOL	DOL	*****2271	JOSEPH HALL COMPANIES LLC		937 US ROUTE 11 CENTRAL SQUARE NY 13036	10/21/2024	10/21/2029
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
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

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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		KEVIN FUNEZ URBINA A/K/A KEVIN FUNEZ		1009 LYNDAL AVE TRENTON NJ 08629	12/16/2024	12/16/2029
DOL	DOL		KIMBERLY F. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****8760	KJ&J CONSTRUCTION, LLC		1009 LYNDAL AVE TRENTON NJ 08629	12/16/2024	12/16/2029
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	DOL	*****3716	LIGHTNIN ELECTRIC INC.		3418 NORTHERN BLVD SUITE 5-27LONG ISLAND CITY NY 11101	12/13/2024	12/13/2029
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	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	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	DOL		MOHAMMAD MIAN		8269 21ST ST BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	NYC		MUHAMMED A. HASHEM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
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
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 ALLEN TOWN PA 18104	09/17/2020	09/17/2025

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DOL	DOL		NIKOLA NTONI		3418 NORTHERN BLVD SUITE 5-27LONG ISLAND CITY NY 11101	12/13/2024	12/13/2029
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	*****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	NYC		RASHEL CONSTRUCTION CORP		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
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		ROBBYE BISSEsar		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	*****4772	RWLOBDELL CONSTRUCTION LLC		635 WEST DRYDEN ROAD FREEVILLE NY 13068	01/31/2025	01/31/2030
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	DA	*****0476	SAMCO ELECTRIC CORP.		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DA		SILVANO TRAVALJA		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	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	*****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 MUHAMMAD S. JAFRI A/K/A SHARRUKH JAFRI		4307 28TH AVE ASTORIA NY 11103	10/11/2024	10/11/2029
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

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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	*****2426	THE MATRUKH GROUP, INC.		4307 28TH AVE PO BOX 9082ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	DOL		THOMAS LOBDELL		635 WEST DRYDEN ROAD FREEVILLE NY 13068	01/31/2025	01/31/2030
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 RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****8210	UPSTATE CONCRETE & MASONRY CONTRACTING CO INC		449 WEST MOMBSHA 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		VINCENT CORRAO		PO BOX 393 NANUET NY 10954	09/17/2024	09/17/2029
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
DOL	DOL		XENOFON EFTHIMIADIS		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028

EXHIBIT C: SPECIFICATIONS

Project Specifications

Fashion Institute of Technology

PROJECT No: C1631

PROJECT TITLE: **Coed Residence Hall**
Rear Wall Replacement
230 West 27th Street
New York, NY

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DM-100.00	DEMOLITION PLAN
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FASHION INSTITUTE OF TECHNOLOGY

COED RESIDENCE HALL

REAR WALL REPLACEMENT

PROJECT NO. C1631

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SECTION 01 10 00 - SUMMARY OF GENERAL CONSTRUCTION WORK

PART 1 – GENERAL

1.1 WORK COVERED BY CONTRACT DOCUMENTS

- A. The work to be done under the Contract, in accordance with the Contract Documents, consists of performing, installing, furnishing and supplying all materials, equipment, labor and incidentals necessary or convenient for the construction of the above referenced project at the Fashion Institute of Technology and carrying out all of the duties and obligations imposed upon the Contractor by the Contract Documents. The work is to be performed in conjunction with the Fire Alarm work specified elsewhere.
- B. The main features of the General Construction Work as indicated in contract drawings and specifications shall include, but not be limited to the following:
- Removal of areas of ceilings and walls for installation of new conduit, wiring and fire alarm devices, equipment, panels, cabinets etc.
 - Patch, repair and painting of ceilings and walls after new systems are removed permanently and/or new or existing devices reinstalled in the same or different location.
 - Note: Removal of existing fire alarm devices shall be performed after the new fire alarm system is installed, tested and approved by agencies having jurisdiction. Repair work and painting shall be performed in these areas.
 - Reinstallation of various types of ceilings and walls, to match existing or as indicated on drawings.
 - Construction of new walls and soffits as indicated.
 - Painting of exposed new and existing gypsum board, plaster, and concrete masonry units.
 - Repair of fireproofing lost due to demolition activities.
 - Core drilling of floors for fire alarm system conduits and wiring.
 - Installation of fire stopping in compromised rated walls & floors.
 - Notification to Architect if a fire rated wall does not go to the under slab.

1.2 RELATED SECTIONS

All sections within these Specifications

1.3 PHYSICAL COMPLETION DATE

A. See FIT Terms and Conditions of negotiated contract.

1.4 ITEMS NOT INCLUDED

- A. The following items shown on the drawings are not included in this Contract:
1. Items indicated "NIC" (Not in Contract).
 2. Existing construction, except where such construction is indicated to be removed, replaced, or altered.
 3. Field conditions above the ceiling where fire rated walls have been compromised or incomplete. Field conditions architect to be immediately notified.

1.5 EXAMINATION OF PREMISES

- A. Verification of Existing Conditions after Award
1. Various existing conditions at locations of the Work which cannot be determined until removals are under way cannot be indicated on the Drawings or described in the Specifications.
 2. Perform all such removals as required to verify all existing conditions before performing the work.
 3. Where applicable, before disturbing any structural work, make all possible preliminary investigations to verify, any existing conditions threat.

B. Discrepancies in Existing Conditions

During the process of the Work, should conditions be encountered that materially differ from those shown on the Drawings or indicated in the Specifications, or conditions which could not reasonably have been anticipated, which conditions will materially affect the cost of the Work, such conditions shall immediately be called to the attention of the Architect / Engineer, before they are further disturbed. The Architect / Engineer will promptly investigate the conditions and if it is found that they do so materially differ, shall issue a clarification.

1.7 CONTRACTOR USE OF PREMISES

- A. Comply with the Facilities Contractor Identification Policy.

- B. Work hours shall be as established by the College Facilities Department.
- C. Check in with the Facility Representative, as directed, at the beginning of each work day. Furnish information regarding name of employee, where employees will be working during the day.
- D. Comply with applicable Federal and State of New York Right-to-Know Law provisions and supply copies of the appropriate Material Safety Data Sheets (MSDS) to the F.I.T. Facilities Right-to-Know Information Officer.
- E. Do not diminish the level of life safety during performance of the Work.
- F. Employees must sign in and sign out at the end of their work day with the construction managers or with an FIT facilities representative.
- G. A daily log must be maintained.

1.8 REFERENCE SPECIFICATIONS AND STANDARDS

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

1.9 LAY-OUT

- A. Examine the Contract Documents thoroughly and promptly report any errors or discrepancies to the Architect / Engineer before commencing the Work.
- B. Lay out the Work in accordance with the Contract Documents.
- C. All work shall be coordinated with the Fire Alarm System Contract Documents.

1.10 CLEAN-UP

- A. Clean-up and containerize the rubbish (refuse, debris, waste materials, and removed materials and equipment) resulting from the Work at the end of each work day and leave work areas broom swept clean. Locate containerized rubbish where directed.
- B. Remove piled rubbish from property at least once a week or more often if the rubbish presents a hazard. Properly dispose of rubbish. Burning of rubbish will not be permitted.

1.11 SUSTAINABILITY REQUIREMENTS

- A. The Contractor shall meet sustainability performance and documentation requirements to comply with New York City Local Law 86 of 2005, and to achieve

the following objectives: sustainable site use, water use reduction, conservation of energy and resources and improvement of indoor environmental quality.

- B. Sustainability performance requirements include, but are not limited to: water use reduction, energy conservation, construction waste management, and indoor air quality controls during construction and prior to occupancy.
- C. Sustainability documentation requirements include, but are not limited to, Contractor's Certification Form, cost information, documentation of VOC content, urea-formaldehyde content and recycled and regional content.

1.12 NEW YORK CITY CODE OF 2008 IMPLEMENTATION

- A. Beginning July 1, 2008, Chapters 17 and 33 of the New York City Construction Code went into affect. These two chapters supersede the Controlled Inspections requirements contained in the 1968 Building Code, and Chapter 19 of the 1968 Building Code that deals with protection of the public.
 - 1. References to public protections and code sections included in Chapter 19 of the 1968 code referenced in the Contract Documents shall mean those equivalent Sections contained in Chapter 33 of the NYC Construction Code. The Contractor shall be responsible for complying with all provisions of Chapter 33 of the NYC Construction Code.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 10 00

SECTION 01 33 00 - SUBMITTALS

PART 1 - GENERAL

1.1 DEFENITIONS

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

1.2 DEVIATIONS FROM REQUIREMENTS OF THE CONTRACT DOCUMENTS

- A. Deviations from the requirements of the Contract Documents will not be allowed unless a request for deviation is made in writing prior to or at the time of submission and the specific deviation is approved by the Owner, Architect or Engineer. The submission of a deviation shall be written and done in a timely manner according to the schedule of submittals to allow the Architect / Engineer sufficient time for review.

1.3 “OR EQUAL” TO BRAND NAME PRODUCTS

- A. Whenever a product is specified by brand name, a comparable brand, equal to that named, may be submitted for approval subject to:
 - 1. The contractor shall bear the burden of proving that the proposed product is equal to the specified product. The submission of an “or equal” shall be done in a timely manner to allow sufficient time to review the proposed product by the Architect / Engineer.

1.4 ADMINISTRATIVE REQUIREMENTS

- A. Identify all submittals by project title and number. Include Contractor’s name, date, and revision date. On shop drawings, product data and samples, also include the name of the supplier and subcontractor (if any), and applicable specification section number. Stamp each submittal and initial or sign the stamp to certify review and approval of submittal.
- B. Assemble submittals in accordance with the requirements in the individual sections of the Specifications and as required by that section. It is the Contractor's responsibility to review and verify that all information required for each submittal is included in the submittal package. Errors or omissions found by the Contractor are to be corrected prior to the submission of the submittal package for approval. Incomplete submittal packages that have been submitted for review and approval will be returned for resubmission.

1. It is the Contractor's responsibility to verify that portions of the submittal package to be provided by a subcontractor (or supplier) are complete, as well as portions of the submittal package being provided directly by the Contractor.
 2. Do not combine the submittals of more than one specification section with submittals required by other specification sections unless specifically stated in the contract specifications.
- C. If a submittal is based on, or the result of, a change order or field condition to the Contract documents, include copies of the applicable change order or field condition with the submittal.

1.5 COORDINATION DRAWINGS

- A. Provide coordination drawings showing scope of all work. Coordination drawings to indicate any conflicts between both new and existing work as indicated on the Contract Drawings or otherwise specified.

1.6 SHOP DRAWINGS

- A. Provide shop drawings in the format required by the specifications. The Architect / Engineer will not provide CAD drawings to the contractor to be used as shop drawings. Show the information, dimensions, connections and other details necessary to insure that the shop drawings accurately interpret the Contract Documents. Show adjoining construction in such detail as required indicating proper connections. Where adjoining connected construction requires shop drawings or product data, submit such information for approval at the same time so that connections can be accurately checked.
1. Submit 4 copies of each shop drawing required by the Specifications., or one (1) electronic copy via email.
- B. Shop drawings shall be neatly drawn and clearly legible. Machine duplicated copies of Contract Drawings will not be accepted as shop drawings.
1. Where shop drawings are indicated to be drawn to scale:
 - a. Use scale normally found on an Architect or Engineer scale.
 - b. Written Scale: Clearly label scales being used on each drawing and/or on each detail on the drawing.
 - 1) Examples: 1/8" = 1' - 0" 1" = 40' - 0".
 - c. Graphic Scale: Adjacent to each Written Scale, provide a graphic scale delineating the scale being used. Graphic scale shall be divided into measuring units relating to the accuracy required for the drawing or details.
 - d. Clearly dimension key elements of the drawing or detail.
 2. When the drawing sheet is printed full size, the minimum text size shall be 1/8" (3.2 mm) for hand drafting and 3/32" (2.5 mm) for CADD drawings.

- C. The shop drawings will be reviewed and 1 stamped copy returned electronically. If returned copies are stamped “DISAPPROVED” or “REVISE AND RESUBMIT”, promptly resubmit the shop drawing meeting Contract requirements.

1.7 PRODUCT DATA

- A. Provide product data in the format required by the specifications. Modify product data by deleting information that is not applicable to the project or by marking the product data to identify pertinent products. Supplement standard information, if necessary, to provide additional information applicable to project.
 - 1. Submit 1 copy of product data electronically as required by the Specifications.
- B. The product data will be reviewed and 1 stamped copy returned electronically. If returned copies are stamped “DISAPPROVED” or “REVISE AND RESUBMIT”, promptly resubmit 1 copy electronically of product data meeting Contract requirements.

1.8 QUALITY ASSURANCE

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

1.9 SAMPLES

- A. Submit 2 (unless a different number is specified) of each sample required by the Specifications.
- B. Samples will become the property of the Owner when submitted and will not be incorporated in the Work unless specifically stated otherwise.

1.10 REVIEW OF SUBMITTALS

- A. Items submitted for review will be reviewed for compliance with the contract documents, based upon the information submitted. The items will be acted upon with the following dispositions:
 - 1. Approved (or No Exception Noted): Where the submittal is marked “Approved”, the work covered by the submittal may proceed provided

- it complies with the contract documents. Final acceptance will depend upon that compliance.
2. Approved as Noted (or Make Corrections Noted): Where the submittal is marked “Approved as Noted”, the work covered by the submittal may proceed provided it complies with the review comments noted on the submittal and the contract documents. Final acceptance will depend on that compliance.
 3. Disapproved (or Rejected): Where the submittal is marked “Disapproved”, do not proceed with the work covered by the submittal, including purchasing, fabrication, delivery or other activity for the item submitted. Prepare a new submittal according to the review comments noted on the submittal and meeting the contract documents.
 4. Returned for Correction (or Revise and Resubmit): Where the submittal is marked “Revise and Resubmit”, do not proceed with the work covered by the submittal, including purchasing, fabrication, delivery or other activity for the item submitted. Revise and prepare a new submittal according to the review comments noted on the submittal and meeting the contract documents.
 5. No Action: Where the submittal is marked “No Action” or “No Action Taken”, no review was made of this item, see comments noted on submittal and take appropriate action.

1.11 SCHEDULES AND RECORDS

- A. Submit the following Schedules and Records information not later than 7 days after approval of the Contract unless an earlier submission is required to properly schedule or progress the Work.
 1. SCHEDULE OF SUBMITTALS: On the Schedule of Submittals forms, indicate in the spaces following each item, the date the item will be submitted, the date approval is required, and the date delivery of the material or equipment is necessary for timely completion of the Work in accordance with the Project Schedule. The date entered for submittal of each item is the last day a deviation will be considered. Deliver the SCHEDULE OF SUBMITTALS to the Director’s Representative at the site.
- B. Warrantees: Unless specified elsewhere contractor shall warrantee all work for (1) one year.

END OF SECTION 01 33 00

SECTION 01 73 29 - CUTTING AND PATCHING

PART 1 – GENERAL

1.1 GENERAL REQUIREMENTS

- A. Work under this section shall be governed by the Contract Documents. Provide materials, labor, equipment and services necessary to furnish, deliver and install all work of this section as shown on the drawings, as specified herein, and/or as specified by job conditions.

1.2 DESCRIPTION OF WORK

- A. Provide materials, labor, equipment and services to complete cutting and patching as specified herein and as indicated on the Drawings.

1.3 RELATED SECTIONS

- A. See individual Specification Sections for work required.

1.4 QUALITY ASSURANCES

- A. Codes and Regulations
 - 1. Work specified herein shall conform to all applicable City, State and Local codes and regulations having jurisdiction.
 - 2. Where fire resistant ratings are required for work of this section, the required assemblies shall be installed in strict accordance with the Underwriters Laboratory requirements.
 - 3. All UL labels must be clear and come with the manufactured item.

1.5 SUBMITTALS

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

1.6 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to the site, ready for use in the manufacturer's original and unopened containers and packaging, bearing labels as to type of material, brand name and manufacturer's name. Delivered materials shall be identical to approved samples and production information.

- B. Store materials under cover in a dry and clean location, off the ground. Remove materials which are damaged or otherwise not suitable for installation from the job site and replace with acceptable materials.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Match the appearance and performance of existing corresponding materials as closely as practicable, unless otherwise indicated.

PART 3 – EXECUTION

3.1 CUTTING AND REMOVALS

- A. Do not disturb any existing construction unless required by the Contract.
- B. Cut and alter existing materials as required to perform the Work. Limit cutting to the smallest amount necessary. Core drill round holes and saw-cut other openings where possible.
- C. Remove existing construction as required to install and connect the Fire Alarm Work.
- D. Provide temporary supports necessary to prevent settlement or other damage to existing construction which is to remain.
- E. Perform the cutting, drilling, and removals in a manner which will prevent damage to adjoining construction which is to remain.
- F. Prior to any cutting, drilling, or removal, investigate both sides of the surface involved.
- G. Do not cut, drill, or remove structural members such as joists, beams, or columns supporting construction unless expressly required by the Work. If unforeseen obstructions are encountered, take all precautions necessary to prevent damage and obtain instructions from the Architect/Engineer before proceeding with the Work.
- H. If existing remaining items are within the damaged area, these items shall be removed and carefully stored until they can be reinstalled.

3.2 PATCHING

- A. Patch existing construction and finishes defaced, damaged, or left incomplete due to alterations and removals. Patching, except as otherwise indicated, shall be limited to the areas which have been cut or altered.
- B. Prepare existing surfaces properly to receive and, where required, bond with the Work.
- C. Unless otherwise indicated, provide new materials to match the appearance and performance of existing corresponding materials as closely as practicable.

3.3 REINSTALLATION

- A. Where reinstallation of existing, remaining items removed during cutting is required, reinstall them to a condition equal to or better than their condition before removal.

END OF SECTION 01 73 29

SECTION 01 74 19 - CONSTRUCTION WASTE MANAGEMENT

PART 1 GENERAL

1.1 SUMMARY

- A. This Section includes requirements for Construction Waste Management (CWM), with criteria for recycling and/or salvaging demolition and construction waste generated during the project. A Construction Waste Management Plan shall be developed for approval by the Facilities Representative. The Plan shall be implemented throughout the duration of the project, and shall be documented in accordance with the SUBMITTALS Article below.
- B. Each contract or shall supply the means for recycling job site waste. Locations for removal bins or dumpsters shall be coordinated with Facilities Representative. Following contract award, the Contractors may elect a single entity to act as the construction waste manager.

1.2 PERFORMANCE REQUIREMENTS

- A. The General Contractor shall prepare and submit a Construction Waste Management Plan (CWM) to the Facilities Representative for approval. The CWM Plan shall outline the provisions to be implemented to recycle and salvage demolition and construction waste generated during the project.
- B. Upon approval of the CWM Plan by the Facilities Representative, it shall be implemented throughout the duration of the project, and documented in accordance with the SUBMITTALS Article below.
- C. The Construction Waste Management Plan shall include, but not be limited to, the following components:
 - 1. Listing of Targeted Materials: Develop a list of the waste materials from the Project that will be targeted for reuse, salvage, or recycling. The following materials shall be accounted for (materials that will not be recycled shall be indicated as such):
 - a. Cardboard, paper, packaging.
 - b. Clean dimensional wood, palette wood.
 - c. Beverage containers.
 - d. Metals from banding, stud trim, ductwork, piping, rebar, windows, other trim, steel, iron, galvanized sheet steel, stainless steel, aluminum, copper, zinc, lead, brass, and bronze.
 - e. Gypsum board.
 - f. Paint.

- g. Glass/Mirrors.
 - h. Plastics.
 - i. Woods.
 - j. Tile
- 2. Landfill Information: Provide the name of the landfill(s) where trash will be disposed of and the applicable landfill tipping fee(s).
- 3. Sorting Method: Provide a description of the proposed means of sorting and transporting the recyclable materials (whether materials will be site-separated and self-hauled to designated centers, or whether mixed materials will be collected by a waste hauler and removed from the site for off-site sorting).
- 4. Packaging Waste: Provide an estimate of packaging materials generated, and note whether suppliers will eliminate or take back packaging.
- 5. Field Conditions: Include provisions in the Construction Waste Management Plan for addressing conditions in the field that do not adhere to the CWM Plan, including provisions to implement a stop work order, or to rectify non-compliant conditions.
- 6. Recycling facilities: Provide the name of the recycling facilities(s) where materials will be sent for recycling, how it will be recycled, and the applicable fee(s).
- 7. Additional Information: Include any additional information deemed relevant to describe the scope and intent of the CWM Plan to the Facilities Representative.
- 8. Re-Used materials/Equipment: Materials or equipment to be removed from the site or turned over to the College which are classified as recycled materials shall be documented.
Documentation shall include the materials turned over, weight or quantity of materials/equipment and a letter on company letterhead indicating the intended use of items.
- 9. Subcontractor Requirements: Construction Waste Management and recycling requirements shall be incorporated into all Subcontractor's contracts.

1.3 SUBMITTALS

- A. Submittal Requirements:
 - 1. A copy of the Construction Waste Management Plan, as defined in the PERFORMANCE REQUIREMENTS Article above.
 - 2. In conjunction with payment applications, contractors shall submit a monthly Waste Management submission. This submission shall include waste receipts for the payment period and a completed Waste Management Form for the same payment period.
 - 3. Calculations and supporting documentation to demonstrate end-of-project recycling rates meeting the requirements of the

Construction Waste Management Plan. The process for recording and assembling documentation shall be as follows:

- a. Record and document the total weight (in tons) of all demolition and construction waste materials sent to the landfill. Monthly Waste Management Reporting Forms (sample included at the end of this Section identified as Exhibit "A") shall be used as the basis for determining the total amount of waste landfilled for the project. The monthly reporting forms shall specify:

- 1) The number of dumpsters or other containers sent to the landfill for that month.
- 2) The volume (in cubic yards) of each dumpster or container sent to the landfill for that month.
- 3) The type of waste contained in each dumpster or container.
- 4) The weight of the waste in each dumpster or container. If the weight of the waste is not directly measured for each dumpster or container, the following Solid Waste Conversion Factors shall be used to convert the volume of waste to weight:

Solid Weight Conversion Factors	
Mixed Waste	350 lbs/cubic yard
Wood	300 lbs/cubic yard
Cardboard	100 lbs/cubic yard
Gypsum Board	500 lbs/cubic yard
Rubble	1,400 lbs/cubic yard
Steel	1,000 lbs/cubic yard

- 5) Identification of the landfill. In addition, provide the name of the landfill that will be accepting the materials. Receipts or other proof of facility reception of materials is required.

- b. Record and document the total weight (in tons) of all demolition and construction waste materials recycled or salvaged. Monthly Waste Management Reporting Forms shall be used as the basis for determining the total amount of waste recycled or salvaged for the project. The monthly reporting forms shall specify:

- 1) The number of dumpsters or other containers of recycled or salvaged materials for that month.
- 2) The volume (in cubic yards) of each dumpster or container of recycled or salvaged materials for that month.
- 3) The type of recycled or salvaged material contained in each dumpster or container.
- 4) The weight of the recycled or salvaged material in each dumpster or container. If the weight of the

material is not directly measured for each dumpster or container, the Solid Waste Conversion Factors listed for landfill waste above shall be used, where applicable, to convert the volume of material to weight. For materials not contained in the Solid Waste Conversion Factors above propose a conversion factor for review by the Director's Representative.

- 5) In addition, provide the name of the receiving facilities/companies that will be purchasing or accepting the recycled or salvaged materials. Receipts or other proof of facility reception of materials is required.
 - 6) For materials separated for recycling off-site, establish a method for tracking the weight of the recycled material. The method shall be included in the CWM Plan for the Director's Representative review and approval.
- c. Calculate the end-of-project recycling rate percentage by dividing the recycled and salvaged waste (in tons) by the total waste generated (recycled, salvaged, and landfilled waste – also in tons), and multiplying by 100.
 - d. For materials turned over to others for reuse, provide documentation on company letterhead indicating the material(s), the quantity (either by weight or units), the date and the intended reuse of the product.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.1 IMPLEMENTATION

- A. The General Contractor shall be responsible for the provision of containers and the removal of all waste, non-returned surplus materials, and rubbish from the site in accordance with the Waste Management Plan. The General Contractor shall oversee and document the results of the Plan. The Sub-Contractors shall be responsible for collecting, sorting, and depositing in designated areas, their waste, non-returned surplus materials, and rubbish, as per the Waste Management Plan.
- B. Instruction. The General Contractor shall provide on-site instruction of appropriate separation, handling and recycling, salvage, reuse and return methods to be used by all parties in appropriate stages of the Project.

- C. Separation Facilities: The General Contractor shall lay out a specific area(s) to facilitate separation of materials for potential recycling, salvage, reuse and return. Each potential material shall be collected and stored to avoid being mixed with other materials. Recycling and waste bin areas are to be kept neat and clean, and clearly marked.

3.2 MEETINGS

- A. Conduct Construction Waste Management meetings. Meetings shall include Subcontractors affected by the CWM Plan. At a minimum, waste management goals and issues shall be discussed at the following meetings:
 - 1. Pre-bid meeting.
 - 2. Pre-construction meeting.
 - 3. Regular job-site meetings.

3.3 MONTHLY WASTE MANAGEMENT REPORTING FORMS

- A. Monthly Waste Management Reporting Forms, as required in the SUBMITTALS Article above, shall be submitted to the Facilities Representative and Architect for review throughout the duration of the project.

END OF SECTION 01 74 19

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

Company: _____

Contact: _____

Phone: _____

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

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

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

SECTION 02 41 13 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED WORK SPECIFIED ELSEWHERE

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

1.2 SUMMARY

- A. Work Included: Perform selective demolition in accordance with the Contract Documents. The Work of this Section shall include but not be limited to the following:
 - 1. See drawings for scope of demolition work.
 - 2. Removal of interior finishes and other items, to accommodate new construction.
 - 3. Protection of existing items to remain.
 - 4. Removal of existing items to be reinstalled to be protected or turned over to College.
 - 5. The maintenance of the College's operations during selective demolition operations.
 - 6. Protection of the cables and utilities serving other areas at the College Campus during the demolition and construction activities. The above services shall be maintained in operation without any interruption at all times unless otherwise scheduled and authorized by the Campus.
 - 7. Coordinate demolition work with sequencing

1.3 DEFINITIONS

- A. Remove: Remove and legally dispose of items except those indicated to be reinstalled, salvaged, or to remain the College's property.
- B. Remove and Reinstall: Remove items indicated; clean, service, and otherwise prepare them for reuse; store and protect against damage. Reinstall items in the same locations or in new locations as indicated.
- C. Existing to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by the Architect / Engineer, items may be removed to a suitable, protected storage location during selective demolition and then cleaned and reinstalled in their original locations.

1.4 SUBMITTALS

- A. Proposed schedule of operations including coordination for shutoff, capping, fire alarm, bells, gongs and continuation of utility services as required.
 - 1. Provide a detailed sequence of selective demolition and removal work to ensure uninterrupted utilities and safety of the College's on-site operations.
 - 2. Coordinate with the College's continuing occupation of portions of existing building.
 - 3. Include proposed methods for dust and noise control measures.
 - 4. Contractor to submit intermediate life safety plan demonstrating how required government regulations will be maintained for occupied portions of the building.
 - 5. Decommissioning of any fire alarm in an occupied building must be in accordance with the NYC FDNY regulations.

1.5 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: Engage an experienced firm that has successfully completed selective demolition Work similar to that indicated for this Project.
- B. Regulatory Requirements: Comply with governing EPA notification regulations before starting selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction. Fluorescent tubes shall be considered hazardous waste and shall be disposed of according to the regulations of the New York State EPA.
 - 1. All demolition work shall comply with requirements of the College's operational requirements and authorities having jurisdiction.
 - a. Coordinate with the College's Facilities department.
- C. Contractor shall verify all conditions at site prior to the start of Work.
- D. Notify the Facilities Director, Architect and Engineer of any hazardous materials unearthed at the site. Do not proceed with removal of said substances until so instructed.
- E. Contractor to provide fire watches as needed if the Fire Alarm is disabled.

1.6 JOB CONDITIONS

- A. Condition of Structures: The College assumes no responsibility for actual condition of structures to be demolished.

**FASHION INSTITUTE OF TECHNOLOGY
COED RESIDENCE HALL
REAR WALL REPLACEMENT**

PROJECT NO. C1631

1. Conditions existing at time of inspection for bidding purpose will be maintained by the College insofar as practicable.
- B. Explosives: Use of explosives will not be permitted. Explosives will not be permitted for any Work of the project.
- C. Traffic: Conduct selective demolition operations and removal of debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities, including on-going construction on other parts of the campus.
 1. Do not close or obstruct streets, walks, or other occupied or used facilities without permission from the College and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing authorities or regulations.
- D. Protections: Ensure safe passage of persons around area of demolition. Conduct operations to prevent damage to adjacent buildings, structures, and other facilities and injury to persons.
 1. Provide interior shoring, bracing, or support to prevent movement, settlement.
- E. Damages: Promptly repair damages caused to adjacent areas and facilities by demolition operations.
- F. Flame Cutting: Do not use cutting torches for removal of material to be salvaged. Do not use cutting torches for demolition or removal until work area is cleared of flammable materials. Maintain portable fire suppression devices during flame-cutting operations.
- G. Utility Services: Maintain existing utilities indicated to stay in service and protect against damage during demolition operations.
 1. Do not interrupt existing utilities serving occupied or used facilities, except when authorized in writing by authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to governing authorities and/or the College.
- H. Utility Services: Do not start demolition work until utility disconnections have been completed, inspected by the colleges CM or Engineer and verified in writing.
- I. Environmental Controls: Use temporary enclosures, and other methods to limit dust and dirt migration. Comply with governing regulations pertaining to environmental protection.

1. Do not use water when it may create hazardous or objectionable conditions such as damage to finishes, flooding, and pollution.

1.7 SCHEDULING

- A. Arrange selective demolition schedule so as not to interfere with the College's on-site operations.

PART 2 - PRODUCTS

2.1 REPAIR MATERIALS

- A. Use repair materials identical to existing materials.
 1. Where identical materials are unavailable or cannot be used for exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible. Approval by Architect is required prior to proceeding.
 2. Use materials whose installed performance equals or surpasses that of existing materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. General: Prior to commencement of selective demolition operations, verify that existing utilities have been located, identified, disconnected and capped.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.
- D. When unanticipated mechanical, electrical, or structural elements that conflict with the intended function or design are encountered, investigate and measure the nature and extent of the conflict. Promptly submit a written report to the Architect / Engineer.
- E. Survey the condition of the building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of the structure or adjacent structures during selective demolition.
- F. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

3.2 UTILITY SERVICES

- A. Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
 - 1. Do not interrupt existing utilities serving occupied or operating facilities, except when authorized in writing by the Architect / Engineer or Facilities Director. Provide temporary services during interruptions to existing utilities, as acceptable to the Architect / Engineer and to the Facilities Director.
 - a. Provide not less than 72 hours notice to the College if shutdown of service is required during changeover.
- B. Utility Requirements: Do not start selective demolition work until utility disconnecting and sealing have been completed and verified in writing.

3.3 PREPARATION

- A. Erect and maintain dust-proof partitions and enclosures as required, to prevent spread of dust or fumes, to occupied portions of the building.
 - a. Where selective demolition occurs immediately adjacent to active portions of the building, construct dust-proof partitions of minimum 3 5/8-inch studs at 16 inches on center, 5/8-inch drywall (joints taped) on occupied side, 1/2-inch fire-retardant plywood on demolition side. Fill partition cavity with sound-deadening insulation. Create dust-tight joints at edges and penetrations of dust-proof partitions.
 - b. Provide weatherproof closures for exterior openings resulting from demolition work (if required).
- B. Locate, identify, stub off, and disconnect utility services that are not indicated to remain.
 - a. Provide bypass connections as necessary to maintain continuity of service to designated areas of building. Provide minimum of 72 hours advance notice to the College if shutdown of service is necessary during changeover.
- C. Pollution Controls: Use water sprinkling, temporary enclosures, and other suitable methods to limit dust and dirt rising and scattering in air. Comply with governing regulations pertaining to environmental protection.
 - 1. Do not use water when it may create hazardous or objectionable conditions such as ice, flooding, and pollution.

- D. Clean adjacent structures and improvements of dust, dirt, and debris caused by demolition operations. Return adjacent areas to condition existing prior to start of work.
- E. If unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure both nature and extent of the conflict. Submit report to the Architect / Engineer in written, accurate detail. Pending receipt of directive from the Architect / Engineer, rearrange selective demolition schedule as necessary to continue overall job progress without undue delay.
- F. Provide HEPA air filters to keep the air quality CIEA.
- G. Demolition, General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete Work within limitations of governing regulations and as follows:
 - 1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. To minimize disturbance of adjacent surfaces, use hand or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
 - 2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 - 3. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations continuously.
 - 4. Maintain adequate ventilation when using cutting torches.
 - 5. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
 - 6. Locate selective demolition equipment throughout the structure and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 - 7. Dispose of demolished items and materials promptly. On-site storage or sale of removed items is prohibited.
 - 8. Return elements of construction and surfaces to remain to condition existing before start of selective demolition operations.

3.4 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: As a minimum, remove weekly from site accumulated debris, rubbish, and other materials resulting from demolition operations. However, more frequent off site removal of accumulated debris is required as soon as the dumpster is full.

1. If hazardous materials are encountered or suspected during demolition operations, comply with applicable regulations, laws, and ordinances concerning removal, handling, and protection against exposure or environmental pollution. Notify College personnel immediately.

B. Removal: Transport materials removed from demolished structures and legally dispose off site.

3.5 CLEAN-UP AND REPAIR

A. General: Upon completion of demolition work, remove tools, equipment, and demolished materials from site.

1. Repair demolition performed in excess of that required. Return elements of construction and surfaces to remain to condition existing prior to start of operations. Repair adjacent construction or surfaces soiled or damaged by demolition work.
2. Clean adjacent areas, of all dust, dirt, and debris caused by selective demolition, cutting, and patching operations. Daily and final clean up shall be to the satisfaction of the Architect / Engineer.

END OF SECTION 02 41 13

SECTION 03 01 30 - MAINTENANCE OF CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Bonding agent between new Portland-cement mortar or concrete and hardened Portland-cement mortar or concrete.
 - 2. Patching of exterior horizontal surfaces with a polymer modified, Portland cement mortar.
- B. Related Sections include the following:
 - 1. Refer to Specification Section 075430 – Cold-Fluid Applied Waterproofing.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated. Include material descriptions, chemical composition, physical properties, test data, and mixing, preparation, and application instructions.
- B. Qualification Data: For installers, manufacturers and testing agency.
 - 1. For products required to be installed by workers approved by product manufacturers, include letters of acceptance by product manufacturers certifying that installers are approved to apply their products.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: Installer that employs workers trained and approved by manufacturer to apply corrosion-inhibiting treatments, concrete patching and rebuilding materials.
- B. Manufacturer Qualifications: Manufacturer that employs factory-trained representatives who are available for consultation and project-site inspection, ISO 9001 certified.

- C. Source Limitations: Obtain concrete patching and rebuilding materials through one source from a single manufacturer.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to Project site in manufacturer's original and unopened containers, labeled with type and name of products and manufacturers.
- B. Comply with manufacturer's written instructions for minimum and maximum temperature requirements and other conditions for storage.
- C. Store cementitious materials off the ground, under cover, and in a dry location.
- D. Store aggregates covered and in a dry location, where grading and other required characteristics can be maintained and contamination avoided.

1.6 PROJECT CONDITIONS

- A. Environmental Limitations for Epoxies: Do not apply when air and substrate temperatures are outside limits permitted by manufacturer. During hot weather, cool epoxy components before mixing, store mixed products in shade, and cool unused mixed products to retard setting. Do not apply to wet substrates unless approved by manufacturer.
 - 1. Use only Class A epoxies when substrate temperatures are below or are expected to go below 40 deg F within 8 hours.
 - 2. Use only Class A or B epoxies when substrate temperatures are below or are expected to go below 60 deg F within 8 hours.
 - 3. Use only Class C epoxies when substrate temperatures are above and are expected to stay above 60 deg F for 8 hours.
- B. Cold-Weather Requirements for Cementitious Materials: Do not apply unless air temperature is above 40 deg F and will remain so for at least 48 hours after completion of Work.
- C. Cold-Weather Requirements for Cementitious Materials: Comply with the following procedures:
 - 1. When air temperature is below 40 deg F, heat patching material ingredients and existing concrete to produce temperatures between 40 and 90 deg F.
 - 2. When mean daily air temperature is between 25 and 40 deg F, cover completed Work with weather-resistant insulating blankets for 48 hours after repair or provide enclosure and heat to maintain temperatures above 32 deg F within the enclosure for 48 hours after repair.

3. When mean daily air temperature is below 25 deg F, provide enclosure and heat to maintain temperatures above 32 deg F within the enclosure for 48 hours after repair.
- D. Hot-Weather Requirements for Cementitious Materials: Protect repair work when temperature and humidity conditions produce excessive evaporation of water from patching materials. Provide artificial shade and wind breaks, and use cooled materials as required. Do not apply to substrates with temperatures of 90 deg F and above.
- E. Cold-Weather Requirements for Silicone Elastomeric Coating: Application is not recommended when the temperature is below 20° F (-7° C) or if frost or moisture is present on the surfaces to be coated.
- F. Hot-Weather Requirements for Silicone Elastomeric Coating: Application not recommended to surfaces above 120° F (49° C). The time to complete cure of this product is dependent upon temperature and humidity. Under basic conditions [72 °F (22° C) and 50% RH] this material can attain a tack-free surface in 1-2 hours. As temperatures drop towards freezing, application should proceed with caution due to the possibility of moisture (dew, frost) on surfaces to be coated as well as longer curing times relative to application of a second or touchup coat (recoat), (and vice versa as temperatures increase).

PART 2 - PRODUCTS

2.1 BONDING AGENT FOR CONCRETE

- A. Manufacturer and Materials:
 1. Sika Corporation; Sikadur 32 Hi-mod
 2. Or approved equal.

2.2 HORIZONTAL PATCHING MORTAR

- A. Manufacturer and Materials:
 1. Sika Corporation; SikaQuick 2500
 2. Or approved equal

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Notify Architect seven days in advance of dates when areas of deteriorated or delaminated concrete and deteriorated reinforcing bars will be located.

3.2 PREPARATION

- A. Protect people, equipment, surrounding construction, Project site, plants, and surrounding buildings from injury resulting from concrete rehabilitation work.
- B. Concrete Removal:
 - 1. Saw-cut perimeter of areas indicated for removal to a depth of at least 1/2 inch. Make cuts perpendicular to concrete surfaces and no deeper than cover on reinforcement.
 - 2. Remove deteriorated and delaminated concrete by breaking up and dislodging from reinforcement.
 - 3. Remove additional concrete down to the existing waterproofing.
 - a. Exercise caution to avoid damaging the drain catch and metal flashing.

3.3 PATCHING

- A. Surface Preparation
 - 1. Areas to be repaired must be clean, sound, and free of contaminants. All loose and deteriorated concrete shall be removed by mechanical means. Mechanically prepare concrete substrate to obtain a surface profile of $\pm 1/16''$ (CSP 5 or greater as per ICRI Guidelines) with a new exposed aggregate surface. Area to be patched shall not be less than 1/8" in depth.
 - 2. Where reinforcing steel with active corrosion is encountered, sandblast the steel to a white metal finish to remove all contaminants and rust. Where corrosion has occurred due to the presence of chlorides, the steel shall be high pressure washed after mechanical cleaning. Prime steel with rust inhibitor.
- B. Mixing and Application
 - 1. Mechanically mix in an appropriate sized mortar mixer and low speed (400-600 rpm) drill. Pour approximately 4/5 gal Component A into the mixing container. Add Component B while continuing to mix. Mix to a uniform consistency for a maximum of three minutes. Add remaining Component A to mix for desired consistency. Should smaller quantities be needed, be sure the components are measured in the correct ratio and that the Component B is uniformly blended before mixing the components together. Mix only that

amount of material that can be placed in 10 - 15 minutes. Do not retemper material.

2. Placement Procedure: At the time of application, the substrate shall be saturated surface dry with no standing water. Mortar must be scrubbed into substrate filling all pores and voids. While the scrub coat is still plastic, force material against edge of repair, working toward center. If repair area is too large to fill while scrub coat is still wet use rust inhibitor in lieu of scrub coat. After filling, consolidate then screed. Allow mortar to set to desired stiffness then finish with trowel for smooth surface. Wood float or sponge float for a rough surface. Areas where the depth of the repair area to sound concrete is greater than 1-1/2", the repair shall be made in lifts of 1 1/2" maximum thickness. The top surface of each lift shall be scored to produce a rough surface for the next lift. The preceding lift shall be allowed to reach final set before applying fresh material. The fresh mortar must be scrubbed into the preceding lift.
3. As per ACI recommendations for portland cement concrete, curing is required. Moist cure with wet burlap and polyethylene, a fine mist of water or a water-based* compatible curing compound. Moist curing should commence immediately after finishing and continue for 48 hours. Protect newly applied material from rain, sun, and wind until compressive strength is 70% of the 28 day compressive strength. To prevent from freezing cover with insulating material. Setting time is dependent on temperature and humidity. *Pretesting of curing compound is recommended.
4. Adhere to all procedures, limitations and cautions for the polymer-modified portland cement mortar in the manufacturers current printed technical data sheet and literature.

3.4 BONDING AGENT FOR CONCRETE

A. Mixing and Application:

1. Mixing the epoxy resin: Premix each component. Proportion equal parts by volume of Component "A" and Component "B" into a clean, dry mixing pail. Mix thoroughly for 3 minutes with a jiffy paddle on a low-speed (400-600 rpm) drill. Mix only that quantity of material that can be used within its potlife (25-35 minutes 73F).

B. Placement procedure:

1. Manually apply the mixed epoxy resin to the prepared surface at a approximate rate of 80 sq ft/gal. Use of rollers, brushes, or brooms. Always place the portland cement mortar or concrete before the epoxy adhesive becomes tack-free to touch.
2. To spray apply, the mixed epoxy resin adhesive should be placed in a paint-type pressure pot or applied with a positive displacement pump. The spray gun should be atomized at the nozzle. Spray uniform coat at a approximately rate of 80 sq ft/gal. Always place the portland cement mortar or concrete before the epoxy adhesive becomes tack-free to the touch.
3. Should circumstances prevent the placement of the cement mortar or concrete before the epoxy resin becomes tack-free to touch, within a 48 hour period, clean the cured epoxy adhesive to remove any surface contaminates and re-apply the epoxy resin adhesive.
4. Adhere to all limitations and cautions for the epoxy resin adhesive in the manufacturers current printed literature.

C. Cleaning

1. The uncured epoxy resin adhesive can be cleaned from tools with approved solvent. The cured epoxy resin adhesive can only be removed mechanically.
2. Leave unfinished work and work area in a neat, clean condition without evidence of spillovers onto adjacent areas.

3.5 HORIZONTAL PATCHING MORTAR:

A. Surface Preparation:

1. Concrete/Mortar: Remove all deteriorated concrete, dirt, oil, grease, and all bond-inhibiting materials from surface. Be sure repair area is not less than 1/2 inch in depth. Preparation work should be done by high pressure water blast, scabbler, or other appropriate mechanical means to obtain an exposed aggregate surface with a minimum surface profile of $\pm 1/16$ in. (CSP-5). Saturate surface with clean water. Substrate should be saturated surface dry (SSD) with no standing water during application.
2. Reinforcing Steel: Steel reinforcement should be thoroughly prepared by mechanical cleaning to remove all traces of rust. Where corrosion has occurred due to the presence of chlorides, the steel should be high pressure washed with clean water after mechanical cleaning. For priming of reinforcing steel use Sika Armatec 110 EpoCem (consult Technical Data Sheet).

B. Surface Preparation:

1. Areas to be repaired must be clean, sound, and free of contaminants. All loose and deteriorated concrete shall be removed by mechanical means. Mechanically prepare the concrete substrate to obtain a surface profile of $\pm 1/16''$ (CSP 5 or greater as per ICRI Guidelines) with a new exposed aggregate surface. Area to be patched shall not be less than $1/8''$ in depth.
2. Where reinforcing steel with active corrosion is encountered, sandblast the steel to a white metal finish to remove all contaminants and rust. Where corrosion has occurred due to the presence of chlorides, the steel shall be high pressure washed after mechanical cleaning. Prime steel with 2 coats of Sika Armatex 110 EpoCem as directed by manufacturer. (See Spec Component SC-201-0699)

C. Mixing and Application:

1. Mechanically mix in appropriate sized mortar mixer or with a Sika jiffy paddle and low speed (400-600 rpm) drill. Pour approximately $4/5$ gal Component A into the mixing container. Add Component B while continuing to mix. Mix to a uniform consistency for a maximum of three minutes. Add remaining Component A to mix if a more loose consistency is desired. Should smaller quantities be needed, be sure the components are measured in the correct ratio and that the Component B is uniformly blended before mixing the components together. Mix only that amount of material that can be placed in 30 minutes. Do not retemper material.
2. Mixing of the polymer-modified portland cement concrete: Pour all (1-gallon) of Component A into the mixing container. Add Component B while continuing to mix. Add correct amount of the pre-approved coarse aggregate, and continue mixing to a uniform consistency. Mixing time should be 3 minutes maximum.
3. Placement Procedure: At the time of application, the substrate should be saturated surface dry with no standing water. Mortar and/or concrete must be scrubbed into substrate filling all pores and voids. While the scrub coat is still plastic, force material against edge of repair, working toward center. If repair area is too large to fill while scrub coat is still wet use Sika Armatex 110 EpoCem in lieu of scrub coat (See Spec Component SC-200). After filling, consolidate, then screed. Allow mortar or concrete to set to desired stiffness, then finish with trowel, manual or power, for smooth surface. Broom or burlap drag for rough surface. Areas where the depth of the repair is less than 1-inch shall be repaired with polymer-modified portland cement

mortar. In areas where the depth of the repair is greater than 1 inch, the repair shall be made with polymer-modified portland cement concrete.

4. As per ACI recommendations for portland cement concrete, curing is required. Moist cure with wet burlap and polyethylene, a fine mist of water or a water-based* compatible curing compound. Moist curing should commence immediately after finishing and continue for 48 hours. Protect newly applied material from rain, sun, and wind until compressive strength is 70% of the 28-day compressive strength. To prevent from freezing cover with insulating material. Setting time is dependent on temperature and humidity.
5. *Pretesting of curing compound is recommended.
6. Adhere to all procedures, limitations and cautions for the polymer-modified portland cement mortar in the manufacturers current printed technical data sheet and literature.

D. Cleaning:

1. The uncured polymer-modified portland cement mortar can be cleaned from tools with water. The cured polymer - modified portland cement mortar can only be removed mechanically.
2. Leave finished work and work area in a neat, clean condition without evidence of spillovers onto adjacent areas.

END OF SECTION 03 01 30

SECTION 03 30 00 – CAST-IN-PLACE CONCRETE (FOUNDATIONS)

PART 1 - GENERAL

1.1 GENERAL

- A. The quality and nature of work where not defined in these specifications shall be subject to the most stringent of industry standards and the approval of the Owner's Representative.
- B. When conflicts arise between the contract drawing and this specification, the stricter requirements shall take precedence.

1.2 RELATED SECTIONS

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

1.3 WORK DESCRIPTION

- A. This Section specifies cast-in place concrete, including formwork, reinforcing, mix design, placement procedures, and finishes for foundation work.
- B. Cast-in-place Concrete includes the following:
 - 1. Concrete curb.

1.4 SUBMITTALS

- A. General: Submit the following in accordance with Conditions of Contract and Division 1 Specification Sections.
- B. Product data for proprietary materials and items, including reinforcement and forming accessories, admixtures, patching compounds, waterstops, joint systems, curing compounds, dry-shake finish materials, and others as requested by Architect.
- C. Shop drawings for reinforcement, prepared by registered Professional Engineer for fabrication, bending, and placement of concrete reinforcement. Comply with ACI SP-66 (04), "ACI Detailing Manual," showing bar schedules, stirrup spacing, diagrams of bent bars, and arrangement of concrete reinforcement. Include special reinforcement required for openings through concrete structures.
- D. Samples of materials as requested by Architect, including names, sources, and

descriptions.

- E. Laboratory test reports for concrete materials and mix design test.
- F. Materials certificates in lieu of materials laboratory test reports when permitted by Architect. Materials certificates shall be signed by manufacturer and Contractor, certifying that each material item complies with or exceeds specified requirements. Provide certification from admixture manufacturers that chloride content complies with specification requirements.

1.5 QUALITY ASSURANCE

- A. Codes and Standards: Comply with provisions of following codes, specifications, and standards, except where more stringent requirements are shown or specified:
 - 1. American Concrete Institute (ACI) 301, "Standard Specifications for Structural Concrete for Buildings".
 - 2. ACI 318, "Building Code Requirements for Structural Concrete."
 - 3. Concrete Reinforcing Steel Institute (CRSI), "Manual of Standard Practice."
- B. Concrete Testing Service: Engage an Approved testing laboratory acceptable to Architect and Engineer of Record to perform material evaluation tests and to design concrete mixes.
- C. Materials and installed work may require testing and retesting at any time during progress of work. Tests, including retesting of rejected materials for installed work, shall be done at Contractor's expense.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. General: Do not deliver concrete until vapor retarder, forms, reinforcement, embedded items, and chamfer strips are in place and ready for concrete placement. Do not store concrete curing compounds or sealers with materials that have a high capacity to adsorb volatile organic compound (VOC) emissions. Do not store concrete curing compounds or sealers in occupied spaces.
- B. Reinforcement: Store reinforcement of different sizes and shapes in separate piles or racks raised above the ground to avoid excessive rusting. Protect from contaminants such as grease, oil, and dirt. Ensure bar sizes can be accurately identified after bundles are broken and tags removed.

PART 2 - PRODUCTS

2.1 FORM MATERIALS

- A. Forms for Exposed Finish Concrete: Plywood, metal, metal-framed plywood faced, or other acceptable panel-type materials, to provide continuous, straight, smooth, exposed surfaces. Furnish in largest practicable sizes to minimize number of joints and to conform to joint system shown on drawings.
 - 1. Use plywood complying with U.S. Product Standard PS-1 "B-B (Concrete Form) Plywood," Class I, Exterior Grade or better, mill-oiled and edge-sealed, with each piece bearing legible inspection trademark.
- B. Forms for Unexposed Finish Concrete: Plywood, lumber, metal, or other acceptable material. Provide lumber dressed on at least 2 edges and one side for tight fit.
- C. Form Release Agent: Provide commercial formulation form release agent with a maximum of 350 mg/l volatile organic compounds (VOCs) that will not bond with stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.
- D. Form Ties: Factory-fabricated, adjustable-length, removable or snap-off metal form ties, designed to prevent form deflection and to prevent spalling concrete upon removal. Provide units that will leave no metal closer than 1-1/2 inches to exposed surface.
 - 1. Provide ties that, when removed, will leave holes not larger than 1-inch diameter in concrete surface.

2.2 REINFORCING MATERIALS

- A. Reinforcing Bars: ASTM A 615, Grade 60, deformed.
- B. Welded Wire Fabric: ASTM A 185, welded steel wire fabric.
- C. Supports for Reinforcement: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire fabric in place. Use wire-bar-type supports complying with CRSI specifications.
 - 1. For slabs-on-grade, use supports with sand plates or horizontal runners where base material will not support chair legs.

2.3 CONCRETE MATERIALS

- A. Portland Cement: ASTM C 150, Type I.
 - 1. Use one brand of cement throughout project unless otherwise acceptable to Architect.

- B. Supplementary Cementitious Materials
 - 1. Fly Ash: ASTM C618, Type F may be used up to a maximum of 25 percent of the total cementitious content.
 - 2. Ground Granulated Blast-Furnace Slag: ASTM C989, Grade 100 or 120 may be used up to a maximum of 40 percent of the total cementitious content.
 - 3. The exact percentages used shall be based on a successful test placement on-site.
 - 4. In mass concrete, fly ash may be increased to 50% and the slag content may be increased to 80% of the total cementitious content.
- C. Normal Weight Aggregates: ASTM C 33 and as herein specified. Provide aggregates from a single source for exposed concrete.
 - 1. For exposed exterior surfaces, do not use fine or coarse aggregates that contain substances that cause spalling.
 - 2. Local aggregates not complying with ASTM C 33 that have been shown to produce concrete of adequate strength and durability by special tests or actual service may be used when acceptable to Architect.
- D. Water: Potable.
- E. Admixtures, General: Provide admixtures for concrete that contain not more than 0.05 percent chloride ions.
- F. Air-Entraining Admixture: ASTM C 260, certified by manufacturer to be compatible with other required admixtures.
 - 1. Available Products: Subject to compliance with requirements, products that may be incorporated in the Work are:
 - a. Air-Mix or AEA 92, Euclid Chemical Co.
 - b. Darex AEA or Daravair, W.R. Grace & Co.
 - c. MB-VR or Micro-Air, Degussa Co.
- G. Water-Reducing Admixture: ASTM C 494, Type A.
 - 1. Available Products: Subject to compliance with requirements, products that may be incorporated in the work are:
 - a. Eucon WR-91 or Plastol 341, Euclid Chemical Co.
 - b. WRDA with Hycol or Adva 140, 170, 190, W.R. Grace & Co.
 - c. Pozzolith 322 or Polyheed 997, Degusssa Co..
 - d. Plastocrete 161, Sika Corp.
- H. Water-Reducing, Accelerating Admixture (non-chloride): ASTM C 494.
 - 1. Available Products: Subject to compliance with requirements, products that may be incorporated in the work are:
 - a. Accelguard 80 or Accelguard 90, Euclid Chemical Co.

- b. Polarset, W.R. Grace & Co.
 - c. Pozzutec 20, BASF, Inc.
- I. Water-Reducing, Retarding Admixture: ASTM C 494, Type D.
 - 1. Available Products: Subject to compliance with requirements, products that may be incorporated in the work are:
 - a. Eucon Retarder 75 or Eucon W.O., Euclid Chemical Co.
 - b. Daratard-17, W.R. Grace & Co.
 - c. Pozzolith R, BASF, Inc.
- J. High-Range Water-Reducing Admixture: ASTM C 494, Type F or Type G.
 - 1. Available Products: Subject to compliance with requirements, products that may be incorporated in the Work are:
 - a. Eucon 37/1037 or Plastol 341/5000, Euclid Chemical Co.
 - b. Adva 575, 555, 190, 170, 140, W.R. Grace & Co.
 - c. Rheobuild 1000 or Glenium 3030, Degussa Company
 - d. Sikament 300, Sika Corp.
- K. Corrosion Inhibiting Admixture: 30% calcium nitrite (where called for in the specifications or on the drawings).
 - 1. Available Products: Subject to compliance with requirements, products that may be incorporated in the Work at 3 gal/cy are:
 - a. Eucon CIA, Euclid Chemical Co.
 - b. DCI, DCI-S W.R. Grace & Co.
 - c. Rheocrete CNI, Degussa Company.
- L. Prohibited Admixtures: Calcium chloride, thiocyanates or admixtures containing more than 0.05 percent chloride ions are not permitted.
- M. Certification: Written conformance to the above-mentioned requirements and the chloride ion content of admixtures will be required from the admixture manufacturer prior to mix design review by the Engineer

2.4 RELATED MATERIALS

- A. Waterstops: Provide flat, dumbbell-type or centerbulb-type waterstops at construction joints and other joints or Volclay type as indicated on the drawings. Size to suit joints.
- B. Rubber Waterstops: Corps of Engineers CRD-C 513.
 - 1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated in the work include, but are not limited to, the following:
 - a. The Burke Co.

- b. Progress Unlimited.
 - c. Williams Products, Inc.
- C. Polyvinyl Chloride Waterstops: Corps of Engineers CRD-C 572.
 - 1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated in the work include, but are not limited to, the following:
 - a. The Burke Co.
 - b. Greenstreak Plastic Products Co.
 - c. W.R. Meadows, Inc.
 - d. Progress Unlimited.
 - e. Schlegel Corp.
 - f. Vinylex Corp.
- D. Foundation pit waterproofing membrane: Provide continuous waterproofing membrane (BITUTHENE 3000 or equal) with 2-inch rigid insulation protection board all around foundation pit.
- E. Foundation pit waterproofing coating: Provide 1-inch HYDRO type (H.I.T.) waterproofing coating all around the interiors of pit slab and walls.
- F. Clear Curing and Sealing Compound (350 g/l): Liquid type membrane-forming curing compound, clear styrene acrylate type, complying with ASTM C1315, Type I, Class A, 25% solids content minimum. Moisture loss shall be not more than 0.40 Kg/m² when applied at 300 sq. ft./gal. Manufacturer's certification is required.
 - 1. Available Products: Subject to compliance with requirements, products that may be incorporated in the Work are:
 - a. Super Diamond Clear VOX, Euclid Chemical Company
 - b. Masterkure 100W, BASF.
- G. Curing Compound (Strippable): The compound shall conform to ASTM C309. For use on slabs receiving subsequent applied finishes and where noted on the drawings. Provide "Kurez DR VOX or Kurez W VOX or Horncure WB 30" by The Euclid Chemical Company. Install in strict accordance with the manufacturer's recommendation and supervision.
- H. Underlayment Compound: Free-flowing, self-leveling, pumpable, cement-based compound for applications from 1 inch thick to feathered edges.
 - 1. Available Products: Subject to compliance with requirements, products that may be incorporated in the Work are:
 - a. K-15, Ardex, Inc.
 - b. Super Flo-Top or Level Magic, Euclid Chemical Co.

- I. Repair Topping: Self-leveling, polymer modified high strength topping. Product shall be “Thin-Top Supreme, Concrete Top Suprement or Tammspatch II” by The Euclid Chemical Co.
- J. Epoxy Adhesive: ASTM C 881, two-component, 100% solids, 100% reactive compound suitable for use on dry or damp surfaces. Provide material type, grade, and class to suit Project requirements.
 - 1. Available Products: Subject to compliance with requirements, products that may be incorporated in the Work are:
 - a. Euco Epoxy System #452 or Duralcrete Series, Euclid Chemical Co.
 - b. Sikadur 32 Hi-Mod, Sika Corp.
- K. Polymer Repair Compound: Polymer and microsilica modified cementitious based compounds.
 - 1. Available Products: Subject to compliance with requirements, products that may be incorporated in the Work are:
 - Horizontal
 - a. Thin Top Supreme or Concrete Top Supreme or Tammspatch II, Euclid Chemical
 - b. Sikatop 121 or 122, Sika Chemical
 - Vertical or Overhead
 - a. Verticoat or Verticoat Supreme, Euclid Chemical
 - b. Sikatop 123, Sika Chemical

2.5 PROPORTIONING AND DESIGN OF MIXES

- A. Prepare design mixes for each type and strength of concrete by laboratory trial batch methods as specified in ACI 301. For the trial batch method use an independent testing agency acceptable to Architect and Engineer of Record for preparing and reporting proposed mix designs. The report shall be filed with Authority Having Jurisdiction as required.
- B. Design mixes to provide normal weight concrete with the properties, as indicated on drawings and schedules.
- C. Water Cementitious Ratio: Provide concrete for following conditions with maximum water-cement (W/cm) ratios as follows:
 - 1. Subjected to freezing and thawing: W/C 0.45.
 - 2. Subjected to deicers/watertight: W/C 0.40.
 - 3. Subjected to brackish water, salt spray, or deicers: W/C 0.40.

- D. Slump Limits: Recommended proportion and design mixes to result in concrete slump at point of placement as follows:
1. Ramps, slabs, and sloping surfaces: Not more than 3 inches.
 2. Reinforced foundation systems: Not less than 3 inch and not more than 5 inches.
 3. Concrete containing high-range water-reducing admixture (superplasticizer): Not more than 9 inches after adding admixture to site-verified 2 to 3 inch water slump concrete.
 4. Other concrete: Not more than 4”.
 5. Self Consolidating concrete (SCC) a slump/flow between 20 to 30 inches.

Note: If the forgoing recommendation is not achievable the contractor shall consult the Engineer of Record for further instruction before proceeding.

- E. Adjustment to Concrete Mixes: Mix design adjustments may be requested by Contractor when characteristics of materials, job conditions, weather, test results, or other circumstances warrant, as accepted by Engineer of Record. Laboratory test data for revised mix design and strength results must be submitted to and accepted by Engineer of Record before using in work.
- F. Corrosion Inhibiting Admixture (where called for on drawings): A calcium nitrite based corrosion inhibitor shall be added at a rate of 3 gallons per cubic yard of concrete and shall inhibit corrosion when exposed up to 9 pounds of chloride.

2.6 ADMIXTURES

- A. Use water-reducing admixture or high-range water reducing admixture (superplasticizer) in concrete, as required for placement and workability.
- B. Use accelerating admixture in concrete slabs placed at ambient temperatures below 50 deg F (10 deg C).
- C. Use high-range water-reducing admixture in pumped concrete, architectural concrete, self-consolidating concrete, macro fiber concrete, parking structure slabs, concrete required to be watertight, and concrete with water-cementitious ratios below 0.50, unless otherwise approved by Engineer of Record.
- D. Use air-entraining admixture in exterior exposed concrete unless otherwise indicated. Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having total air content of 6.0 percent with a tolerance of plus or minus 1-1/2 percent.
1. Other concrete (not exposed to freezing, thawing, or hydraulic pressure) or to receive a surface hardener: 2 percent to 4 percent air.
 2. All interior trowel finished floors: 3% air maximum.

- E Use admixtures for water reduction and set control in strict compliance with manufacturer's directions.

2.7 CONCRETE MIXING

- A. Ready-Mix Concrete: Comply with requirements of ASTM C 94, and as specified.
 - 1. Provide ticket for each truck discharged and used in work, indicating project identification name and number, date, mix type, mix time, quantity, and amount of water introduced.
 - 2. When air temperature is between 85 deg F (30 deg C) and 90 deg F (32 deg C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes, and when air temperature is above 90 deg F (32 deg C), reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.1 GENERAL

- A. Coordinate the installation of joint materials and vapor retarders with placement of forms and reinforcing steel.

3.2 FORMS

- A. General: Design, erect, support, brace, and maintain formwork to support vertical and lateral, static, and dynamic loads that might be applied until concrete structure can support such loads. Construct formwork so concrete members and structures are of correct size, shape, alignment, elevation, and position. Maintain formwork construction tolerances complying with ACI 347.
 - 1. Provide Class A tolerances for concrete surfaces exposed to view.
 - 2. Provide Class C tolerances for other concrete surfaces.
- B. Construct forms to sizes, shapes, lines, and dimensions shown and to obtain accurate alignment, location, grades, level, and plumb work in finished structures. Provide for openings, offsets, sinkages, keyways, recesses, moldings, rustications, reglets, chamfers, blocking, screeds, bulkheads, anchorages and inserts, and other features required in work. Use selected materials to obtain required finishes. Solidly butt joints and provide backup at joints to prevent cement paste from leakage.
- C. Fabricate forms for easy removal without hammering or prying against concrete

surfaces. Provide crush plates or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces where slope is too steep to place concrete with bottom forms only. Kerf wood inserts for forming keyways, reglets, recesses, and the like, for easy removal.

- D. Provide temporary openings where interior area of formwork is inaccessible for cleanout, for inspection before concrete placement, and for placement of concrete. Securely brace temporary openings and set tightly to forms to prevent loss of concrete mortar. Locate temporary openings in forms at inconspicuous locations.
- E. Chamfer exposed corners and edges as indicated, using wood, metal, PVC, or rubber chamfer strips fabricated to produce uniform smooth lines and tight edge joints.
- F. Provisions for Other Trades: Provide openings in concrete formwork to accommodate work of other trades. Determine size and location of openings, recesses, and chases from trades providing such items. Accurately place and securely support items built into forms.
- G. Cleaning and Tightening: Thoroughly clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, or other debris just before concrete is placed. Retighten forms and bracing before concrete placement as required to prevent mortar leaks and maintain proper alignment.

3.3 PLACING REINFORCEMENT

- A. General: Comply with Concrete Reinforcing Steel Institute's recommended practice for "Placing Reinforcing Bars," for details and methods of reinforcement placement and supports and as herein specified.
 - 1. Avoiding cutting or puncturing vapor retarder during reinforcement placement and concreting operations.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, and other materials that reduce or destroy bond with concrete.
- C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcing by metal chairs, runners, bolsters, spacers, and hangers, as approved by Architect.
- D. Place reinforcement to obtain at least minimum coverages for concrete protection. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement operations. Set wire ties so ends are directed into concrete, not toward exposed concrete surfaces.

- E. Install welded wire fabric in as long lengths as practicable. Lap adjoining pieces at least one full mesh and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.

3.4 JOINTS

- A. Construction Joints: Locate and install construction joints as indicated or, if not indicated, locate so as not to impair strength and appearance of the structure, as acceptable to Architect and/or Engineer of Record.
- B. Provide keyways at least 1-1/2 inches deep in construction joints in walls and slabs and between walls and footings. Accepted bulkheads designed for this purpose may be used for slabs.
- C. Place construction joints perpendicular to main reinforcement. Continue reinforcement across construction joints except as otherwise indicated. Do not continue reinforcement through sides of strip placements.
- D. Use bonding agent or epoxy adhesive on existing concrete surfaces that will be joined with fresh concrete.
- E. Waterstops: Provide waterstops in construction joints as indicated. Install waterstops to form continuous diaphragm in each joint. Make provisions to support and protect exposed waterstops during progress of work. Field-fabricate joints in waterstops in accordance with manufacturer's printed instructions.
- F. Isolation Joints in Slabs-on-Ground: Construct isolation joints in slabs-on-ground at points of contact between slabs-on-ground and vertical surfaces, such as column pedestals, foundation walls, grade beams, and elsewhere as indicated.
 - 1. Joint filler and sealant materials are specified in Division 7 Sections of these specifications.

3.5 PREPARATION OF FORM SURFACES

- A. General: Coat contact surfaces of forms with an approved, nonresidual, low-VOC, form-coating compound before placing reinforcement.
- B. Do not allow excess form-coating material to accumulate in forms or to come into contact with in-place concrete surfaces against which fresh concrete will be placed. Apply in compliance with manufacturer's instructions.

3.6 CONCRETE PLACEMENT

- A. Inspection: Before placing concrete, inspect and complete formwork installation,

reinforcing steel, and items to be embedded or cast in. Notify other crafts to permit installation of their work.

- B. General: Comply with ACI 304, "Recommended Practice for Measuring, Mixing, Transporting, and Placing Concrete," and as specified.
- C. Deposit concrete continuously or in layers of such thickness that no concrete will be placed on concrete that has hardened sufficiently to cause the formation of seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as herein specified. Deposit concrete to avoid segregation at its final location.
- D. Placing Concrete in Forms: Deposit concrete in forms in horizontal layers not deeper than 24 inches and in a manner to avoid inclined construction joints. Where placement consists of several layers, place each layer while preceding layer is still plastic to avoid cold joints.
 - 1. Consolidate placed concrete by mechanical vibrating equipment supplemented by hand-spading, rodding, or tamping. Use equipment and procedures for consolidation of concrete in accordance with ACI 309.
 - 2. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations not farther than visible effectiveness of machine. Place vibrators to rapidly penetrate placed layer and at least 6 inches into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to set. At each insertion limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing mix to segregate.
- E. Placing Concrete Slabs: Deposit and consolidate concrete slabs in a continuous operation, within limits of construction joints, until completing placement of a panel or section.
 - 1. Consolidate concrete during placing operations so that concrete is thoroughly worked around reinforcement and other embedded items and into corners.
 - 2. Bring slab surfaces to correct level with straightedge and strike off. Use highway bull floats or darbies to smooth surface, free of humps or hollows. Do not disturb slab surfaces prior to beginning finishing operations.
 - 3. Maintain reinforcing in proper position during concrete placement.
- F. Cold-Weather Placing: Comply with provisions of ACI 306 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.

- G. When air temperature has fallen to or is expected to fall below 40 deg F (4 deg C), uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F (10 deg C) and not more than 80 deg F (27 deg C) at point of placement.
1. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
 2. Use only the specified non-corrosive accelerator. Calcium chloride, thiocyanates or admixtures containing more than 0.05 percent chloride ions are not permitted.
- H. Hot-Weather Placement: When hot weather conditions exist that would impair quality and strength of concrete, place concrete complying with ACI 305 and as specified.
1. Cool ingredients before mixing to maintain concrete temperature at time of placement below 90 deg F (32 deg C). Mixing water may be chilled, or chopped ice may be used to control temperature provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
 2. Cover reinforcing steel with water-soaked burlap if it becomes too hot, so that steel temperature will not exceed the ambient air temperature immediately before embedment in concrete.
 3. Fog spray forms, reinforcing steel, and subgrade just before concrete. Keep subgrade moisture uniform without puddles or dry areas.
 4. Use water-reducing retarding admixture when required by high temperatures, low humidity, or other adverse placing conditions, as acceptable to Architect.

3.7 FINISH OF FORMED SURFACES

- A. Rough Form Finish: For formed concrete surfaces not exposed to view in the finish work or concealed by other construction. This is the concrete surface having texture imparted by form-facing material used, with tie holes and defective areas repaired and patched and fins and other projections exceeding 1/4 inch in height rubbed down or chipped off.
- B. Smooth Form Finish: For formed concrete surfaces exposed to view or to be covered with a coating material applied directly to concrete, or a covering material applied directly to concrete, such as waterproofing, dampproofing, veneer plaster, painting, or other similar system. This is an as-cast concrete surface obtained with selected form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch defective areas with fins and other projections completely removed and smoothed.

- C. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces occurring adjacent to formed surfaces, strike-off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

3.8 MONOLITHIC SLAB FINISHES

- A. Float Finish: Apply float finish to monolithic slab surfaces to receive trowel finish and other finishes as hereinafter specified; slab surfaces to be covered with membrane or elastic waterproofing, membrane or elastic roofing, or sand-bed terrazzo; and as otherwise indicated.
 - 1. After screeding, consolidating, and leveling concrete slabs, do not work surface until ready for floating. Begin floating, using float blades or float shoes only, when surface water has disappeared, when concrete has stiffened sufficiently to permit operation of power-driven floats, or both. Consolidate surface with power-driven floats or by hand-floating if area is small or inaccessible to power units. Check and level surface plane to tolerances of Ff 20 - Fl 15. Cut down high spots and fill low spots. Uniformly slope surfaces to drains. Immediately after leveling, refloat surface to a uniform, smooth, granular texture.

3.9 MISCELLANEOUS CONCRETE ITEMS

- A. Filling In: Fill in holes and openings left in concrete structures for passage of work by other trades, unless otherwise shown or directed, after work of other trades is in place. Mix, place, and cure concrete as herein specified, to blend with in-place construction. Provide other miscellaneous concrete filling shown or required to complete work.

3.10 CONCRETE CURING AND PROTECTION

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. In hot, dry, and windy weather, protect concrete from rapid moisture loss before and during finishing operations with an evaporation-control material. Apply in accordance with manufacturer's instructions after screeding and bull floating, but before power floating and troweling.
- B. Start initial curing as soon as free water has disappeared from concrete surface after placing and finishing. Weather permitting, keep continuously moist for not less than 7 days.

- C. Curing Methods: Cure concrete by curing compound, by moist curing, by moisture-retaining cover curing, or by combining these methods, as specified.
- D. Provide moisture curing by one of the following methods.
 - 1. Keep concrete surface continuously wet by covering with water.
 - 2. Use continuous water-fog spray.
 - 3. Cover concrete surface with specified absorptive cover, thoroughly saturate cover with water, and keep continuously wet. Place absorptive cover to provide coverage of concrete surfaces and edges, with 4-inch lap over adjacent absorptive covers.
 - 4. Cure with the specified curing and sealing compound or strippable curing compound. Apply curing compound immediately after final finishing.
- E. Curing and Sealing Compound: All exposed interior slabs, not receiving a liquid densifier shall be cured with the specified curing and sealing compound. All floors receiving adhesive applied finishes may be cured with this compound upon receipt of a proper compatibility letter from the adhesive manufacturer. Exterior slabs, sidewalks, curbs, and architectural concrete, not receiving a penetrating sealer, shall be cured with the specified clear, non-yellowing curing and sealing compound. Maximum coverage shall be 400 ft²/gallon on steel troweled surfaces and 300 ft²/gallon on floated or broomed surfaces.
- F. Strippable Curing Compound: Use the specified strippable curing compound on surfaces to be covered with finish or coating material applied directly to concrete, such as liquid densifier/sealer, waterproofing, damp proofing, membrane roofing, flooring, painting, and other coatings and finish materials. Apply in accordance with manufacturer's instructions.
- G. Curing Formed Surfaces: Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces, by moist curing with forms in place for full curing period or until forms are removed. If forms are removed, continue curing by methods specified above, as applicable.
- H. Curing Unformed Surfaces: Cure unformed surfaces, such as slabs, floor topping, and other flat surfaces, by application of appropriate curing method.

3.11 REMOVAL OF FORMS

- A. General: Formwork not supporting weight of concrete, such as sides of beams, walls, columns, and similar parts of the work, may be removed after cumulatively curing at not less than 50 deg F (10 deg C) for 24 hours after placing concrete, provided concrete is sufficiently hard to not be damaged by form-removal operations, and provided curing and protection operations are maintained.

3.12 CONCRETE SURFACE REPAIRS

- A. Patching Defective Areas: Repair and patch defective areas with cement mortar immediately after removal of forms, when acceptable to Architect.
- B. Mix dry-pack mortar, consisting of one part Portland cement to 2-1/2 parts fine aggregate passing a No.16 mesh sieve, using only water as required for handling and placing.
 - 1. Cut out honeycomb, rock pockets, voids over 1/4 inch in any dimension, and holes left by tie rods and bolts, down to solid concrete but in no case to a depth of less than 1 inch. Make edges of cuts perpendicular to the concrete surface. Thoroughly clean, dampen with water, and brush-coat the area to be patched with specified bonding agent. Place patching mortar before bonding compound has dried.
 - 2. For exposed-to-view surfaces, blend white Portland cement and standard Portland cement so that, when dry, patching mortar will match color surrounding. Provide test areas at inconspicuous location to verify mixture and color match before proceeding with patching. Compact mortar in place and strike-off slightly higher than surrounding surface.
- C. Repair of Formed Surfaces: Remove and replace concrete having defective surfaces if defects cannot be repaired to satisfaction of Architect. Surface defects, as such, include color and texture irregularities, cracks, spalls, air bubbles, honeycomb, rock pockets, fins and other projections on surface, and stains and other discolorations that cannot be removed by cleaning. Flush out form tie holes, fill with dry-pack mortar, or precast cement cone plugs secured in place with bonding agent.
 - 1. Repair concealed formed surfaces, where possible, that contain defects that affect the durability of concrete. If defects cannot be repaired, remove, and replace concrete.
- D. Repair of Unformed Surfaces: Test unformed surfaces, such as slabs, for smoothness and verify surface plane to tolerances specified for each surface and finish. Correct low and high areas as specified herein. Test unformed surfaces sloped to drain for trueness of slope and smoothness by using a template having required slope.
 - 1. Repair finished unformed surfaces that contain defects that affect durability of concrete. Surface defects, as such, include crazing and cracks more than 0.01 inch wide or that penetrate to reinforcement or completely through unreinforced sections regardless of width, spalling, popouts, honeycomb, rock pockets, and other objectionable conditions.
 - 2. Correct high areas in unformed surfaces by grinding after concrete has cured at least 14 days.
 - 3. Correct low areas in unformed surfaces during or immediately after completion of surface finishing operations by cutting out low areas and replacing with patching compound. Finish repaired areas to blend into

- adjacent concrete. The specified underlayment or repair topping shall be used when acceptable to Architect.
4. Repair defective areas, except random cracks and single holes not exceeding 1 inch in diameter, by cutting out and replacing with fresh concrete. Remove defective areas to sound concrete with clean, square cuts and expose reinforcing steel with at least 3/4-inch clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding compound. Mix patching concrete of same materials to provide concrete of same type or class as original concrete. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.
- E. All structural repairs shall be made with prior approval of the Engineer, as to method and procedure, using the specified repair mortar or epoxy adhesive and/or epoxy mortar. Where epoxy injection procedures must be used, an approved low viscosity epoxy made by the manufacturers previously specified shall be used.
- F. Repair methods not specified above may be used, subject to acceptance of Architect.

3.13 QUALITY CONTROL TESTING DURING CONSTRUCTION

- A. General: The Owner will employ a testing laboratory to perform tests and to submit test reports.
- B. Sampling and testing for quality control during placement of concrete may include the following, as directed by Architect.
1. Sampling Fresh Concrete: ASTM C 172, except modified for slump to comply with ASTM C 94.
 - a. Slump: ASTM C 143; one test at point of discharge for each day's pour of each type of concrete; additional tests when concrete consistency seems to have changed. Water content shall be verified by use of the microwave test, AASHTO T318, as directed by the Engineer.
 - b. Air Content: ASTM C 173, volumetric method for lightweight or normal weight concrete; ASTM C 231 pressure method for normal weight concrete; one for each day's pour of each type of air-entrained concrete.
 - c. Concrete Temperature: ASTM C 1064; one test hourly when air temperature is 40 deg F (4 deg C) and below, when 80 deg F (27 deg C) and above, and one test for each set of compressive-strength specimens.
 - d. Compression Test Specimen: ASTM C 31; one set of 4 standard cylinders for each compressive strength test, unless otherwise

- directed. Mold and store cylinders for laboratory-cured test specimens except when field-cure test specimens are required.
- e. Compressive Strength Tests: ASTM C 39; one set for each day's pour exceeding 5 cu. yds. plus additional sets for each 50 cu. yds. more than the first 25 cu. yds. of each concrete class placed in any one day; one specimen tested at 7 days, three specimens tested at 28 days, and as otherwise noted on the drawings.
 - 2. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, evaluate current operations and provide corrective procedures for protecting and curing the in-place concrete.
 - 3. Strength level of concrete will be considered satisfactory if averages of sets of three consecutive strength test results equal or exceed specified compressive strength, and no individual strength test result falls below specified compressive strength by more than 500 psi.
- C. Test results will be reported in writing to Architect, Structural Engineer, Ready-Mix Producer, and Contractor within 24 hours after tests. Reports of compressive strength tests shall contain the project identification name and number, date of concrete placement, name of concrete testing service, concrete type and class, location of concrete batch in structure, design compressive strength at 28 days, concrete mix proportions and materials, compressive breaking strength, and type of break for both 7-day tests and 28-day tests.
- D. Non-Compliant Test Reports: All test reports indicating non-compliance should be e-mailed for faxed immediately to all parties on the test report distribution list. Copies shall be on different colored paper.
- E. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted but shall not be used as the sole basis for acceptance or rejection.
- F. Additional Tests: The testing agency will make additional tests of in-place concrete when test results indicate specified concrete strengths and other characteristics have not been attained in the structure, as directed by Architect. Testing service may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42, or by other methods as directed.

3.14 INSPECTIONS AND SERVICES

- A. The owner will retain the services of Approved Special Inspection Agency approved to provide special inspection of concrete operations as required by the latest New York State Building Code, chapter 17.

END OF SECTION 03 30 00

SECTION 04 01 42 - UNIT MASONRY

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. This Section includes, but is not limited to the following:
 - 1. Replacement of CMU where damaged or removed by the Work including, glazed block, ground faced block, painted block, and unpainted block.
 - 2. Furnish and install new CMU required to complete rated wall assemblies where missing if uncovered during the Work.

1.2 DESIGN REQUIREMENTS

- A. Mortar types to be used at the following locations, unless otherwise stated:
 - 1. Concrete masonry units – type N unless otherwise stated.

1.3 REFERENCES

References and industry standards listed in this Section are applicable to the Work. Unless more restrictive criteria or differing requirements are explicitly stated in the Specifications, or mandated by governing codes or regulations, the recommendations, suggestions, and requirements described in the referenced standards shall be deemed mandatory and applicable to the Work.

- A. American Society of Testing and Materials (ASTM) standards, latest editions.
 - A706 Standard Specifications for Low-Alloy Steel Deformed and Plain Bars for Concrete Reinforcement.
 - C33 Standard Specification for Concrete Aggregates.
 - C90 Standard Specification for Hollow, Load-Bearing Concrete Masonry Units.
 - C129 Standard Specification for Non-Load-Bearing Concrete Masonry Units.
 - C140 Standard Methods of Sampling and Testing Concrete Masonry Units.
 - C144 Standard Specifications for Aggregate for Masonry Mortar.
 - C150 Standard Specification for Portland Cement.
 - C207 Standard Specification for Hydrated Lime for Masonry Purposes.
 - C270 Standard Specification for Mortar for Unit Masonry.
 - C331 Standard Specification for Lightweight Aggregates for Concrete Masonry Units.
 - C595 Standard Specifications for Blended Hydraulic Cements.
- B. Industry Standards.
 - 1. "Standard for Concrete Masonry Units" - UL 618- Underwriters Laboratory.

1.4 SUBMITTALS

- A. Product Data: Submit Product Data to show compliance with specified requirements.

1. Submit complete data for masonry units. Laboratory test reports for brick shall be no more than two years old. Submit a list indicating the maximum dry weight of each type and size of CMU to be used in the project.
 2. Submit complete data for reinforcement and ties, of each type.
 3. Portland Cement: Brand and manufacturer's name.
 4. Lime: Brand and manufacturer's name.
 5. Packaged Products: Manufacturer's specifications and application instructions.
 6. Sand: Location of pit, name of owner, and previous test data.
 7. Masonry reinforcement, anchors
 8. Masonry cleaner, including specific masonry manufacturer's recommended cleaning procedure for the product selected.
- B. Samples:
1. 2 samples of each type of wall tie and truss tie.
 2. 2 samples of each masonry unit
- C. Sustainable Submittals:
1. Submit Contractor's Sustainable Materials Form with complete information on recycled and regional content for materials. Include cost of all materials, distance in miles to point of materials extraction and manufacture and percentage, by weight, of materials that have post-consumer or pre-consumer recycled content for the following:
 - a. Concrete masonry units.
 2. Submit documentation of recycled and regional content in brick and concrete masonry unit materials – product data, mix design information, or manufacturer's statement.

1.5 QUALITY ASSURANCE

- A. Qualifications: Company specializing in the Work of this Section shall have a minimum of three years experience and at least two projects using similar quantity of materials and of the same or greater construction value.
- B. Regulatory Requirements
1. Building Code: Work of this Section shall conform to all requirements of the NYC Building Code and all applicable regulations of governmental authorities having jurisdiction, including safety, health, noise, and anti-pollution regulations. Where more severe requirements than those contained in the Building Code are given in this Section, the requirements of this Section shall govern.
 2. Controlled Inspection and Certification (If Required)
Reinforced and unreinforced masonry shall conform to the material acceptance, certification and inspection requirements of Article 7, Chapter 1 - Subchapter 1 and Tables 10-1 and 10-2 of the Building Code (Title 27).

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to project site in undamaged condition per ASTM guidelines. Store in an enclosed location or off the ground with waterproof covering as needed to protect all materials from moisture, contaminants, corrosion, deleterious temperature changes, and other harmful conditions.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Aggregate for Concrete Masonry Units (CMU)
 - 1. Northeast Solite Corporation, Mt. Marion, N.Y.
 - 2. Norlite Corporation, Cohoes, N.Y.
 - 3. Or equal.
- B. Reinforcement and Ties
 - 1. Hohmann & Barnard, Inc., Hauppauge, N.Y.
 - 2. Dur-O-Wall, Arlington Heights, IL.
 - 3. Or equal.
- C. Mortar Additives
 - 1. ACM Chemistries, Norcross, GA 30010
 - 2. Master Builders, Inc., Cleveland, OH 44122
 - 3. Sika Corp., Lyndhurst, NJ 07071

2.2 MATERIALS

- A. Base Materials
 - 1. Portland Cement
Type I ASTM C150
 - 2. Sand for Mortar Mix ASTM C144
Sand shall be washed natural sand with 100% passing the No. 8 sieve. Mix shall not contain chlorides.
 - 3. Aggregate for CMU - 100% light ASTM C331
weight aggregate, expanded clay shale or slate (rotary kiln process). To meet recycled content, lightweight recycled aggregate of up to 20% of total material that will maintain the same fire resistance equivalent thickness of 100% expanded shale, clay, or slate without a decrease in block strength may be used.
 - 4. Hydrated Lime ASTM C207
Type "S"
 - 5. Water - Clean, potable New York City water free of injurious materials.
- B. Concrete Masonry Units (CMU)
 - 1. Types: Hollow Load-Bearing: ASTM C90, Type I. Aggregate shall conform to ASTM C331.
 - 2. Size
 - a. Nominal face dimension 8" x 16" or 8"x18", except as noted otherwise.
 - b. Unit weight: Unit weight of concrete for CMU not to exceed 90 pcf when tested in accordance with ASTM C140 (105 pcf for the high strength CMU).
 - 3. Concrete masonry units shall be manufactured with a minimum of 3% pre-consumer content materials. A maximum ratio of 40% slag to Portland cement is permitted for cementitious materials and 20% recycled lightweight material (such as fly ash) to expanded clay shale, or slate for aggregate, as long as the required

strength to meet ASTM C90 is met, the weights are the same, and the equivalent thickness to meet fire-resistance ratings is the same as block with 100% expanded clay, shale, or slate.

C. Joint Reinforcement and Ties

1. Material

a. Reinforcement and Ties for Interior Walls: ASTM A951, hot-dip galvanized (after fabrication), ASTM A153.

b. Width of truss and mesh reinforcement to place edge of reinforcement 1" from each face of masonry.

2. Manufactured Units. Units are listed by Hohmann & Barnard model number in order to establish a standard for comparison. Deliver all units with manufacturer's printed installation instructions.

a. Interior Concrete Masonry Unit Walls: LOX-ALL #120 Truss-Mesh, 9 gage, of proper width for wall thickness.

b. Interior Concrete Masonry Unit Walls

1. For Wall Carried up Separately: #344 steel straps, 1/4" x 1 1/2" x 8" with 2 bent ends (90 degrees).

D. Masonry Cleaner: Masonry cleaner capable of cleaning masonry without degrading the masonry material or mortar. Cleaner must be approved by the masonry manufacturer.

2.3 MIXES

A. Mortar (basic)

Shall conform to ASTM C270 and BIA M1-88. Provide Type I Portland cement. Masonry cement shall not be used as a substitute. Preconstruction testing with the proportions carefully monitored is to be used to establish the upper end of the strength range, which should generally be near the minimum strength of the next higher strength mortar.

1. Type N: 1 part gray cement, 1 part lime, 6 parts dry sand. Minimum compressive strength shall be 750 psi at 28 days.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine all adjoining Work on which this Work is in anyway dependent for proper installation and workmanship. Report to the Architect / Engineer any conditions that prevent the performance of this Work.

3.2 MIXING PROCEDURES FOR MORTAR

A. Measure material by volume or equivalent weight. In measuring by volume, measure ingredients by container. Do not measure by shovel.

- B. Mix ingredients in a clean mechanical mixer for a minimum of 3 minutes, maximum of 5, with the minimum amount of water to produce a workable consistency.
- C. Mortar that has stiffened because of evaporation of water from the mortar may be retempered only once, and only during the first hour of placement to restore the required consistency. Mortar shall be used within 2¹/₂ hours after initial mixing. Limit amount of mortar batched at one time to maintain these requirements.

3.3 LAYING - GENERAL

- A. Lay units true to dimensions, plumb and level, square; exterior and interior bond work in bond indicated on the Drawings or specified by Architecture if an unusual site condition. Lay courses level with joints uniform; vertical joints spaced properly for plumb alignment.
- B. Fill bed joints and cross joints solid with mortar. Furrowed bed and spotted cross joints not permitted. For hollow block units, apply mortar full length on all bearing surfaces.
- C. "Tooth" openings in exposed masonry walls, to maintain proper bond when closed.
- D. Tool joints in exposed masonry with a concave jointer to provide a neat, smooth, compacted surface.
- E. Rough cut joints in masonry that are to receive plaster, to provide good plaster bond.
- F. Remove excess mortar, leaving masonry surface clean.
- G. Cut concrete masonry units with circular masonry wet saw.

3.4 CONCRETE MASONRY UNITS (CMU)

- A. General
 - 1. Lay blocks with cells vertical. Provide running bond unless shown otherwise on the Drawings or as indicated, bonded at corner angles. Fill cores containing vertical reinforcement with masonry grout for full height, as the wall is erected.
 - 2. Where interior partitions intersect other partitions or walls, bond together with metal wall ties spaced 2'-0" o.c. min., vertically.
- B. Horizontal and Vertical Face Joints
 - 1. Make joints uniform and 3/8" thick, unless otherwise indicated.
 - 2. Shove vertical joints tight.
 - 3. Tool joints with a concave smooth, non-staining tool, when thumb print hard, at surfaces to be painted or exposed.
 - 4. Point joints tight with a trowel, in unparged masonry below grade.
 - 5. Strike mortar joints flush in surfaces to be plastered, stuccoed, covered with other masonry, or which are otherwise concealed from view.
- C. Exposed and Painted Surfaces
 - 1. Smooth, even texture, free of chips, cracks, or other imperfections and free from any material that will stain paint.

3.5 GENERAL - CUTTING, FITTING AND LAYING

- A. Cut units for exposed Work with motor-driven carborundum wet saw; provide smooth, straight edges.

- B. Provide necessary cuts to fit tightly in and around mechanical installations.
- C. Where split block units are used to conceal piping or other installations, provide reinforcement for bonding the split units together.
- D. Remove mortar protrusions that extend into cells or cavities which are to be reinforced and filled.
- E. Set block up with special care for plane, jointing, pattern, and cutting.
- F. Keep faces of units clean; clean off mortar droppings on block face immediately.
- G. Extend interior partitions to underside of slabs and beams. Leave sufficient space between partition and slab/beam to install firestopping materials where required. Install sealant to top of wall and at bottom of wall.

3.6 REINFORCEMENT

- A. General
 - 1. Interior Concrete Masonry Units
 - 2. Provide continuous mesh at every third block course.
 - 3. Provide ties at 24" o.c. vertical spacing. Embed in masonry 4" minimum each wall.
- B. Provide galvanized steel bent straps secured to slab, to brace tops of interior masonry partitions.
 - 1. Cells of hollow masonry units containing reinforcing bars are to be filled completely with masonry grout.

3.7 CLEANING

- A. Concrete Masonry Units
 - 1. Clean wall surfaces to be painted; rub with carborundum stone: remove mortar from surfaces; remove rough edges from joints.
 - 2. Point up holes and joints. Brush with stiff bristle brush. Leave surface in condition to receive paint.
 - 3. Do not use wire brush.

END OF SECTION 04 01 42

SECTION 04 05 13 – MORTAR AND MASONRY GROUT

PART 1 - GENERAL

1.1 GENERAL

- A. The quality and nature of work where not defined in these specifications shall be subject to the most stringent of industry standards and the approval of the Owner's Representative.
- B. When conflicts arise between the contract drawing and this specification, the stricter requirements shall take precedence.

1.2 RELATED SECTIONS

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

1.3 WORK DESCRIPTION

- A. This section includes mortar and grout for masonry.

1.4 SUBMITTALS

- A. Product Data:
 - 1. Portland Cement: Brand and manufacturer's name.
 - 2. Masonry Cement: Brand and manufacturer's name.
 - 3. Lime: Brand and manufacturer's name.
 - 4. Sand(s): Location of pit, name of owner, and previous test data.
 - 5. Color Pigments: Brand and manufacturer's name.

1.5 QUALITY ASSURANCE

- A. Refer to sections of Specifications which require mortar and masonry grout.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle materials in a manner which will insure the preservation of their quality and fitness for the Work.
- B. Store cement and lime on raised platforms under waterproof, well-ventilated cover.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cement: One of the following complying with the indicated requirements:
 - 1. Portland Cement: ASTM C 150, Type 1, of natural color or white as required to produce the desired color.
 - a. Fly Ash: Comply with ASTM C593.
 - 1) Recycled Content: Minimum 15 percent pre-consumer recycled content at contractor's option.
 - a) Type 1: 81 g, 15 percent.
 - 2. Masonry Cement: ASTM C 91, of natural color or custom color as required to produce the desired color.
 - a. Fly Ash: Comply with ASTM C593.
 - 1) Recycled Content: Minimum 5 percent post-consumer recycled content, or minimum 20 percent pre-consumer recycled content at contractor's option.
 - a) Type M: 27 g, 5 percent; 108 g 20 percent.
 - b) Type S: 26 g, 5 percent; 102 g, 20 percent.
 - c) Type N: 24 g, 5 percent; 96 g 20 percent.
- A. Hydrated Lime: ASTM C 207, Type S.
- B. Mortar Sand: ASTM C 144, except that for joints less than 1/4 inch thick use sand graded with 100 percent passing the No. 16 sieve.
- C. Grout Sand: ASTM C 404.
- D. Color Pigments: High purity, finely ground, chemically inert, unfading, lime proof mineral oxides specially prepared for use in mortar.
- E. Water: Clean and free of deleterious amounts of acids, alkalis, and organic materials.

2.2 MIXES

- A. Mortar for Unit Masonry: Comply with ASTM C 270, proportion specifications, except limit materials to those specified.
- B. Grout: Comply with ASTM C 476. If grout types are not indicated on Drawings, furnish type (fine or coarse) most suitable for the particular job conditions to completely fill cavities and embed reinforcement and other built-in items.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Refer to sections of Specifications which require mortar and masonry grout.

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PROJECT NO. C1631

END OF SECTION 04 05 13

SECTION 04 22 00 - CONCRETE MASONRY UNIT

PART 1 – GENERAL

1.1 GENERAL

- A. The quality and nature of work where not defined in these specifications shall be subject to the most stringent of industry standards and the approval of the Owner's Representative.
- B. When conflicts arise between the contract drawing and this specification, the stricter requirements shall take precedence.

1.2 RELATED SECTIONS

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

1.3 WORK DESCRIPTION

- A. This Section includes the following:
 - 1. Concrete masonry unit load bearing and non-load bearing wall.
 - 2. Accessories.

1.4 SUBMITTALS

- A. Shop Drawings:
 - 1. Submit placing drawings for bar reinforcement of concrete masonry unit wall.
- B. Product Data: Catalog sheets, specifications, and installation instructions for the following:
 - 1. Masonry wall reinforcement.
 - 2. Bar reinforcement.
 - 3. Truss-type joint reinforcement.
 - 4. Scored concrete masonry unit product specifications.
- C. Quality Control Submittals:
 - 1. Test Reports: Certified test reports for concrete masonry units showing that materials for delivery to the Project meet the requirements of these Specifications.
 - 2. Certificates: Affidavit required under Quality Assurance Article.

1.5 QUALITY ASSURANCE

- A. Certifications: Affidavit by the bar reinforcement manufacturer certifying that bar material meets the contract requirements.

1. Submit evidence of steel material compliance with this Specification. Evidence shall consist of certification of source of material, copies of purchase orders and manufacturer's certifications. For stock material, submit copies of the latest mill or purchase orders for material replacement.
 2. Certificates: Bar reinforcement manufacturer's certification that bar material conforms with ASTM A 615 and specified grade.
- B. Special inspections: All masonry works shall be inspected by a third-party special inspector retained by the owner. All special inspections shall comply to the requirements of chapter 17 in latest New York City building code 2022 edition.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store masonry units off the ground on platforms that allow air circulation under stacked units.
- B. Cover and protect masonry units against wetting prior to use.
- C. Handle masonry units on pallets or flatbed barrows.

1.7 PROJECT CONDITIONS

- A. Environmental Requirements; Cold Weather Conditions:
1. At temperatures below 40 degrees F, maintain mortar temperature between 40 degrees F and 120 degrees F. If necessary, heat mixing water and sand to produce the required results.
 2. At temperatures between 40 degrees F and 32 degrees F, protect masonry from rain and snow for 24 hours after laying.
 3. At temperatures between 32 degrees F and 20 degrees F, provide wind breaks and cover the masonry to prevent wetting and freezing. Maintain masonry above freezing for not less than 24 hours using auxiliary heat or insulating blankets.
 4. At temperatures below 20 degrees F, provide heated enclosures for laying the masonry. At the end of the workday, maintain the enclosures and keep the Work from freezing for not less than 24 hours.
 5. Do not lower the freezing point of mortar by use of antifreeze, calcium chloride or other additives.
 6. Do not use frozen materials or materials coated with ice or frost.

PART 2 - PRODUCTS

2.1 CONCRETE MASONRY UNITS

- A. Hollow Load-Bearing Units: ASTM C 90, Type I.

- B. Solid Load-Bearing Units: ASTM C 90, Type I.
- C. Building Bricks: ASTM C 62, Grade SW.
- F. Aggregate:
 - 1. Normal Weight Units: ASTM C 33; dry net weight not less than 125 lb per cu ft.
- G. Manufacturer: Obtain masonry units from one manufacturer of uniform texture and color for each kind required.
- H. Concrete masonry units shall be scored to provide 8-inch by 8-inch module on face shells.

2.2 ACCESSORIES

- A. Masonry Wall Reinforcement: Joint reinforcement factory fabricated from cold-drawn steel wire, ASTM A 82, truss or ladder design, with 9 gage deformed steel wire longitudinal rods welded to 9 gage steel wire cross ties spaced 16 inches o.c.; width 1-1/2 to 2 inches less than total wall thickness. Furnish factory-fabricated corner and tee sections for corners and wall intersections.
 - 1. Finish for Exterior Walls: 1.5 oz per sq ft hot dipped galvanized after fabrication, ASTM A 153, Class B-2.
 - 2. Finish for Interior Walls: 0.8 oz per sq ft mill galvanized, ASTM A 641, Class 3, except interior walls exposed to moist environment shall have finish specified for exterior walls.
- B. Bar Reinforcement: ASTM A 615, Grade 60, deformed steel bars.
 - 1. Rebar Positioner: Fabricate from galvanized steel wire, 9 gage or 6.5 gage as required. Design to fit concrete masonry units, and number, size and location of rebars indicated. Products; Steel-Wich Telescoping Rebar Positioner or No. 376 Rebar Positioner or No. 377 Rebar Positioner by Heckmann Building Products, Inc., 1501 N. 31st Ave., Melrose Park, IL 60160, (800) 621-4140, www.heckmannbuildingprods.com.

2.3 SOURCE QUALITY CONTROL

- A. Tests: Sample and test concrete masonry units in accordance with ASTM C 140 and ASTM C 426. Have tests performed by a qualified independent testing laboratory.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Lay out walls and partitions with one course of unit masonry, or other suitable means, to define the spaces, locations of doors and other openings, and to serve as a guide for other trades in the installation of conduits, pipes, etc.
- B. Allow other trades sufficient opportunity to install built-in Work before proceeding with the walls and partitions. Do not cover pipes, conduit, or ductwork in masonry until directed by the Director's Representative.
- C. Clean off supporting surface under first course of masonry just prior to laying the masonry units.
- D. Protection:
 - 1. Protect face materials against staining.
 - 2. Remove misplaced mortar immediately.
 - 3. Protect sills, ledges, off-sets, and similar items from mortar drippings and other damage during construction.
 - 4. Protect newly laid masonry from exposure to precipitation, excessive drying, freezing, soiling, backfill, and other harmful elements.
 - 5. Cover top of walls with non-staining waterproof covering when Work is not in progress. Place with minimum 2-foot overhang of protective covering on each side of wall and securely anchor.

3.2 INSTALLATION

- A. Install concrete masonry units plumb and true to line in level courses accurately spaced.
- B. Lay masonry units in running bond, with vertical joints located at center of units in course below, unless otherwise indicated on the Drawings.
- C. Lay only dry masonry units.
- D. Adjust units to final position while mortar is soft and plastic. Remove units disturbed after mortar has stiffened; clean joints and units of mortar and re-lay in fresh mortar.
- E. Lay out Work to avoid use of less than half-size units. Where cutting of masonry units is necessary, cut with a power saw.
- F. Where fresh masonry joins partially or totally set masonry, clean bond surfaces of set masonry, removing loose mortar and foreign material prior to laying fresh masonry.
- G. If it is necessary to stop off a horizontal run of masonry, rack back one-half unit length in each course. Toothing will not be permitted unless approved in writing by the Director's Representative.

3.3 INSTALLATION TOLERANCES

- A. Variation from the Plumb:
 - 1. In the lines and surfaces of columns, walls, and arises:
 - a. In 10 feet: 1/4 inch.
 - b. In any story or 20 feet maximum: 3/8 inch.
 - c. In 40 feet or more: 1/2 inch.
 - 2. For external corners, control joints, and other conspicuous lines:
 - a. In any story or 20 feet maximum: 1/4 inch.
 - b. In 40 feet or more: 1/2 inch.
- B. Variation from the Level or Grades indicated on the Drawings:
 - 1. For exposed lintels, sills, parapets, horizontal grooves, and other conspicuous lines:
 - a. In any bay or 20 feet maximum: 1/4 inch.
 - b. In 40 feet or more: 1/2 inch.
- C. Variation of the Linear Building Lines from Established Position in Plan and Related Portion of Columns, Walls, and Partitions:
 - 1. In any bay or 20 feet maximum: 1/2 inch.
 - 2. In 40 feet or more: 3/4 inch.
- D. Variation in Cross-sectional Dimensions of Columns and in the Thickness of Walls: Minus 1/4 inch; plus 1/2 inch.

3.4 MORTAR BEDS

- A. Hollow Units:
 - 1. Lay with full mortar coverage on horizontal and vertical face shells.
 - 2. Bed webs in mortar also at the following locations:
 - a. All courses of piers, columns and pilasters.
 - b. Starting course on footings and solid foundation walls.
 - c. Adjacent to cells or cavities to be reinforced or filled.
 - d. Within 1'-6" of each side of openings.
- B. Solid Units: Lay with full mortar coverage on horizontal and vertical joint surfaces.

3.5 JOINTS

- A. Horizontal and Vertical Face Joints:
 - 1. Nominal Thickness: 3/8 inch, unless otherwise indicated.
 - 2. Construct uniform joints.
 - 3. Strike joints flush in surfaces to be plastered, stuccoed, or covered with other masonry or other surface applied finish other than paint and high-build glazed coating.

4. Cut joints flush and tool slightly concave on both sides of other walls and partitions, including inner wythe of exterior cavity walls.
 5. Point joints tight in unparged masonry below ground.
- B. Fill horizontal joint between top of masonry partitions and underside of concrete slabs and beams with mortar, unless otherwise shown on the Drawings.
- C. Collar Joints: Except in cavity walls, fill vertical-longitudinal joint between wythes by slushing and rodding the joint full of mortar.
- D. Remove mortar protruding into cells or cavities to be reinforced or filled.

3.6 HORIZONTAL JOINT REINFORCEMENT

- A. Reinforce horizontal joints of concrete unit masonry with continuous masonry wall reinforcement at the following locations:
1. Exterior walls.
 2. Interior load-bearing walls.
 3. Straight runs of interior non-load-bearing partitions and walls that exceed 20 feet in length or exceed 12 feet in height, including partitions and walls having door and window openings.
 4. Joint immediately above and below openings in walls and partitions for a length 4 feet longer than opening.
- B. Install masonry wall reinforcement in horizontal joints as follows:
1. Space reinforcement every 16 inches vertically, except space 8 inches in parapet walls.
 2. Straighten kinks or bends in the wires caused by handling, without injury to the material, before placing in masonry.
 3. Place longitudinal wires over face shell mortar beds.
 4. Embed entire length of longitudinal wires fully in mortar.
 5. Provide minimum mortar cover of 5/8 inch on exterior side of exterior walls and 1/2 inch at other locations.
 6. Lap ends of adjoining strips of reinforcement 6 inches or more.
 7. Install factory fabricated corner and tee sections at corners and wall intersections respectively.
 8. Cut reinforcement one inch short of each side of control and expansion joints.
 9. Install additional lengths of reinforcement in first unreinforced joint above and below openings, centered on opening.

3.7 BONDING WITH MASONRY

- A. Bonding of Abutting or Intersecting Walls and Partitions:
1. External Corners: Where partitions and walls form external corners, bond together by alternate lapping of each course of corner unit.

2. Door Openings Near Intersections: Where door openings in abutting partitions or walls are within one foot of the intersection, lay every second course at intersection in masonry bond. Reinforce every second course of intersection with masonry wall reinforcement. Fill all cells between the intersection and the door frame with mortar to the full height of the door.

3.8 BUILT-IN WORK

- A. Avoid cutting and patching.
- B. Build-in bolts, anchors, nailing blocks, inserts, frames, vents, flashings, conduit and other items as masonry Work progresses.
- C. Fit masonry units closely around built-in Work. Fill voids around built-in items with mortar for anchorage. Solidly fill space between masonry and metal frames with mortar.

3.10 LINTELS

- A. Install precast concrete lintels over all openings 14 inches or more in width in masonry walls, except where steel or masonry bond beam lintels are specified in the contract drawing.
- B. Center lintel over opening. Set in full bed of mortar under each end with minimum 8" bearing.

3.11 REINFORCING WALLS AND PARTITIONS WITH BAR REINFORCEMENT AND GROUT

- A. Place bar reinforcement in cells and cavities in the masonry where shown on the Drawings. Secure bars in designed locations with rebar positioners.
- B. Grouting: Completely fill cells and cavities in the masonry with grout where shown on the Drawings. Puddle or slightly vibrate grout during placement.
 1. Placement Procedure: Use low-lift grouting procedure. Place in lifts or layers up to maximum of 5 feet in height, except where otherwise shown on the Drawings. Stop level of grout in each lift approximately 1-1/2 inches from top of masonry, except the last lift shall finish flush with the top of masonry.

3.12 POINTING AND CLEANING

- A. Cut off mortar projections remaining from tooling joints.
- B. Dry brush masonry Work after mortar has set at end of each day's Work and after final pointing.

- C. At completion of masonry Work, fill holes in joints (except weep holes) and tool.
- D. Remove and replace CMU that are loose, chipped, broken, stained, or otherwise damaged, or if units do not match adjacent units. Install new units to match adjoining units in fresh mortar, point joints to eliminate any evidence of block replacement.
- E. Cut out and repoint defective joints.
- F. Leave Work and surrounding surfaces clean and free of mortar spots and droppings.

END OF SECTION 04 22 00

SECTION 04 51 00 - MASONRY CLEANING

PART 1 – GENERAL

1.1 DESCRIPTION OF WORK

- A. Provide all masonry cleaning Work as indicated on the Drawings and as specified herein, including, but not limited to the following:
 - 1. Brick
 - 7. Cast Stone
 - 8. Architectural Precast Concrete
- B. The work of this section shall not take place until all paint (as designated by the Authority) has been removed in accordance with Section 02085 - Exterior Paint Removal

1.2 REFERENCES

- A. References and industry standards listed in this Section are applicable to the Work. Unless more restrictive criteria or differing requirements are explicitly stated in the Specifications, or mandated by governing codes or regulations, the recommendations, suggestions, and requirements described in the referenced standards shall be deemed mandatory and applicable to the Work.
 - 1. ASTM International (ASTM)

1.3 SUBMITTALS

- A. Product Data
 - 1. Cleaning materials manufacturers' catalog sheets, specifications, and application instructions.
 - 2. Include test data substantiating that products comply with the performance standards/requirements listed.
- B. Quality Control Submittals
 - 1. Cleaning Subcontractor's Qualifications Data
 - a. Firm name, address, and telephone number.

- b. Period of time firm has performed masonry cleaning work, and names and addresses of the required number of similar projects completed by the firm.
 2. Cleaners Qualifications Data
 - a. Name of each person who will be performing the Work of this Section.
 - b. Employer's name, address, and telephone number.
 - c. Names and addresses of the required number of similar projects that each person has worked on which meet the experience criteria.
 3. Cleaning Procedure: Proposed cleaning procedure for cleaning masonry including each step in the cleaning process, type of scaffolding, and type, size and location of equipment.
- C. Submit a schedule of cleaning activities for each type of masonry to be cleaned. (Include location and a description of the cleaning sequence, all products, equipment and scaffolding, etc. to be used.
- D. Submit a description of Protection Procedures for each condition and surface which requires protection.
- E. Mock-ups

In accordance with Article titled Quality Assurance.

1.4 QUALITY ASSURANCE

- A. Qualifications
 1. Chemical-Cleaner Manufacturer: A firm regularly engaged in producing masonry cleaners that have been used for similar applications with successful results and with factory-authorized service representatives who are available for consultation and Project-site inspection, preconstruction product testing and on-site assistance.
 2. Cleaning Contractor: The firm performing the Work of this Section shall have been regularly engaged in masonry cleaning work for a minimum of five years, and shall have completed 5 similar projects using the cleaning method specified.

3. Cleaners: The persons cleaning the masonry and their supervisors shall be personally experienced in the required method of masonry cleaning, and shall have worked on 5 similar projects within the last 3 years.
- B. Mock-ups
1. Test samples
 - a. Test cleaners and methods on samples of adjacent materials for possible adverse reactions. Do not test cleaners and methods known to have deleterious effect.
 - b. Allow a waiting period of not less than seven days after completion of sample cleaning to permit a study of sample panels for negative reactions.
 2. Field Mock-ups
 - a. Before the building cleaning operations are started, clean a sample panel of approximately 100 square feet of each type of masonry required to be cleaned at a location on the building directed by the Authority's Representative. If the sample panel is not satisfactory, as determined by the Authority's Representative, modify the cleaning procedure and clean another sample panel. Continue cleaning sample panels until satisfactory results are obtained and approved by the Authority's Representative. When a final approval is obtained, go back and re-clean all previously rejected panels.
 - 1) For cleaning procedures other than specified, but which generally follow the method(s) specified, submit proposed procedure for approval and clean additional sample panels adjacent to the above sample panels for comparison of results.
 - b. Approved panels and procedures will become the cleaning standard for the Work of this Section.
 - c. Cover the approved sample panels with six mil polyethylene plastic mounted on wood frames of adequate size and strength to protect the panels until the completion of Work. The cover shall be easily removable for comparison with completed Work.
- C. If unusual types of soiling agents are encountered, consult with the Authority's Representative before proceeding with the Work.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver cleaning materials in manufacturer's packaging, with instructions for use.
- B. Store, protect, and handle cleaning materials in accordance with manufacturer's instructions.

1.6 SEQUENCING AND SCHEDULING

- A. Work Sequence: Perform masonry-cleaning work in the following sequence:
 - 1. Remove plant growth, bird nests, stalactite deposits, and heavy accumulations of dirt, bird droppings and other foreign materials from surfaces required to be cleaned. Remove material from the site.
 - 2. Inspect for open mortar joints. Where repairs are required, delay further cleaning work until after repairs are completed, cured and dried to prevent the intrusion of water and other cleaning materials into the wall.
 - 3. Clean test samples.
 - 4. Clean masonry surfaces.

1.7 PROJECT CONDITIONS

- A. Environmental Requirements
 - 1. Make necessary provisions for the diversion and disposal of cleaning water and solutions, including the furnishing of pumps if required. Take precautions as required to prevent damage and contamination resulting from run off of cleaning solution.
 - 2. Do not wet or wash down masonry surfaces when the temperature is below 40°F or may drop below 40°F within 24 hours.
- B. Existing Conditions
 - 1. Take necessary precautions and protective measures to prevent injury to people and damage to property in areas adjacent to the Site, including damage due to wind drift of cleaning materials.
 - 2. Pumping equipment will not be allowed in or on the building.

3. Ensure that painted surfaces (such as exterior doors, windows, window sills, etc.) are not affected by the washing, except for those surfaces designated by the Authority for cleaning.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Materials

Liquid detergents and water, and solutions of chemical cleaning agents and additives, that will remove the dirt, grime, carbon, surface residues, stains, graffiti, and other foreign material from the masonry surfaces, but will not damage the masonry. To remove graffiti and paints, refer to Section 02085.

- B. Do not use abrasive blasting aggregate cleaning method, or low pressure micro-abrasive powder process or any other cleaning method until written permission is given by the Authority.

PART 3 - EXECUTION

3.1 PREPARATION

A. Protection

1. Protect windows, doors, fixtures, air conditioners, louvers, roofing, flashings, painted surfaces and other adjacent surfaces not required to be cleaned, from damage.
2. Protect landscaping, paving, and other improvements near the building from damage.
3. Construct temporary sidewalk sheds at building entrances and other areas to divert cleaning materials and debris away from entrance ways and to provide sheltered access to the building.

B. Surface Preparation

1. Remove vines, bird nests, stalactite deposits, and heavy accumulations of dirt, bird droppings and other foreign materials from surfaces required to be cleaned. Remove material from the site.
2. Perform this preliminary cleaning by brushing, sweeping, wiping, scraping, vacuuming, and other approved methods as required by existing conditions. Use tools that will not damage the masonry.

3.2 CLEANING MASONRY

- A. Chemical Solutions or Liquid Detergent and Water
 - 1. Prewet the masonry surfaces with water.
 - 2. Prepare cleaning solutions and operate pressure spray equipment in accordance with cleaning materials manufacturer's recommendations, unless otherwise indicated.
 - a. Clean areas not accessible to spray equipment with bristle brushes.
- B. Water Cleaning Methods
 - 1. Low pressure (water soak) for limestone and marble.
 - 2. Medium pressure: Use 200 psi to 600 psi.
- C. Clean masonry equal in appearance to the approved sample panels.
- D. Clean masonry free of dirt, grime, soot, carbon, efflorescence, moss, stains, graffiti, tendrils, and other foreign materials. Leave masonry uniformly clean and undamaged.
- E. Clean all features and appurtenances of the masonry such as sills, arches, lintels, returns, reveals, projecting courses, coping, entablature work, back of parapets and balustrades, balconies, friezes, fascias, cornices, chimneys and other features, except for those building features which are painted and are not included in the scope of work.
- F. Thoroughly rinse off the masonry surfaces with water.

3.3 CLEAN-UP

- A. Clean and restore sidewalks, paving, and lawns soiled or damaged as a result of the cleaning operations. Remove all protective materials.

END OF SECTION

LIST OF SUBMITTALS

SUBMITTAL	DATE SUBMITTED	DATE APPROVED
Product Data:	_____	_____
1. Cleaning materials Mfr's catalog sheets, specs, application instructions		
2. Test data		
Quality Control Submittals:	_____	_____
1. Chemical Cleaner Manufacturer qualifications		
2. Cleaning Subcontractor's qualifications		
3. Cleaners' qualifications (names, addresses, projects)		
4. Schedule of cleaning activities		
Cleaning Procedure: (equipment, scaffolding types)	_____	_____
Description of Protection Procedure:	_____	_____
Mock-ups:	_____	_____
1. Test Sample		
2. Cleaning Mock-up		

END OF SECTION 04 51 00

SECTION 04 72 00 – CAST STONE

PART 1 – GENERAL

1.1 DESCRIPTION OF WORK

- A. The Work of this Section includes all labor, materials, equipment and services necessary to:

Provide cast stone copings, windowsills, bandings, windows surrounds and all other cast stone features and accessories as indicated on Drawings, specified herein, and as needed for a complete and proper installation.

1.2 SUSTAINABILITY REQUIREMENTS

- A. The Contractor shall implement practices and procedures to meet the Project's sustainable requirements. The Contractor shall ensure that the requirements related to these goals, as defined in Specification Section S01352, Sustainability Requirements, and as specified in this Section, are implemented to the fullest extent. Substitutions or other changes to the work shall not be proposed by the Contractor or their sub-contractors if such changes compromise the stated Sustainable Design Performance Criteria.
- B. Sustainability requirements included in the Section are as follows:
1. Documentation of Regional materials.

1.3 DESIGN REQUIREMENTS

- A. No air-entraining admixtures or material containing such shall be permitted in the mortar. Also, no anti-freeze compounds, calcium chloride, or other compounds, unless expressly permitted otherwise, shall be permitted in the mortar.
- B. Mortar types to be used at the following locations, unless otherwise stated:
1. General Setting – Type N
 2. Below Grade – Type M

1.4 REFERENCES

- A. References and industry standards listed in this Section are applicable to the Work. Unless more restrictive criteria or differing requirements are explicitly stated in the Specifications, or mandated by governing codes or regulations, the

recommendations, suggestions, and requirements described in the referenced standards shall be deemed mandatory and applicable to the Work.

- B. Cast Stone Institute (CSI)
- C. American Concrete Institute (ACI).
- D. Concrete Reinforcing Steel Institute (CRSI).
- E. ASTM International (ASTM).

1.5 SUBMITTALS

A. Product Data

Submit Product Data to show compliance with specified requirements.

1. Submit complete data for reinforcement.
2. Portland Cement used in mortar: Brand and manufacturer's name.
3. Lime used in mortar: Brand and manufacturer's name.
4. Mortar and Stone Pigments: Brand and manufacturer's name.
5. Packaged Products: Manufacturer's specifications and application instructions.
6. Sand used in mortar: Location of pit, name of owner, and previous test data.
7. Anchors and other ties.
8. Cast Stone cleaner. Also provide cast stone manufacturer's recommended cleaning procedure for the cleaning product to be used and required adjacent material protection requirements.

B. Shop Drawings

1. Shop Drawings showing complete information for fabrication and erection of the Work of this Section, including, but not limited to:
 - a. Plan and elevation of all stone location with dimension and joint locations. Show location of corresponding joint in adjoining

masonry. Stone identification marks used on plan shall be used on fabricated unit.

- b. Show fabrication and installation details for cast stone. Include dimensions and cross sections; details, locations, size, and type of reinforcement. Indicate finished faces.
 - 1) If changes to the profile are proposed, show existing profile in dotted line and new or proposed profile in solid line clearly depicting the proposed changes.
 - b. Erection procedures, sequence of erection, and required handling equipment.
 - c. Layout, dimensions, and identification of each precast unit corresponding to the sequence and procedure of installation.
 - d. Details of inserts, connections, and joints, including accessories.
 - e. Location and details of anchorage devices that are to be embedded in other construction.
 - f. Anchorages, including special reinforcement and lifting devices necessary for handling and erection.
- C. Samples: Review of samples by the Authority will be for color, texture, and general condition only. Compliance with all other requirements is the exclusive responsibility of the Contractor.
 - 1. Cast Stone: Submit 3 cast stone samples approximately 12" x 12" ", showing quality, texture, and color of the proposed finish.
 - 2. Samples for Initial Selection of Mortar Color: Submit the full range of colors available. Where mortar color is to match existing, provide proposed colors.
 - 3. Samples for Verification of Mortar Color: For each mortar color required, submit the full range expected in the finished construction. Make samples using the same ingredients to be used on Project. Label samples to indicate type and amount of colorant used.
 - 4. Submit 3 samples each of anchorages and other attachments and accessories.
- D. Quality Control Submittals

1. Mix design for the cast stone showing each aggregate, cement, pigment, admixture, water to cement ratio, and unit weight. If wet cast, show air content and slump. Include aggregate gradation and fineness modulus that was used in the sample subject to the required freeze-thaw test. Include acceptable limits for the gradation to meet pass the testing.
2. Laboratory tests reports, by a qualified independent testing laboratory, as specified in Article titled "Source Quality Control".

For Cast Stone Institute (CSI) certified plants, the 6-month regular plant-performed testing for each 500 ft³ may be provided for all tests by an independent lab in lieu of project specific testing.

- a. For Cast Stone Institute (CSI) certified plants, the 6-month regular independent tests and plant performed testing for each 500 ft³ may be provided in lieu of tests for each 500 ft³ of project material by an independent lab. Provide proof of CSI plant certification and membership in good standing.
3. Sieve analysis of aggregates for each 500 ft³ of project production run.
4. Certificates
 - a. Statements that manufacturer, installer, adhesive anchor installer and test laboratory have the specified qualifications. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
 - b. Statements that cast stone and mortar materials meet the single source requirements indicated under "Quality Control".
 - c. For wet-cast units, certification that air-entraining admixture is compatible with other admixtures used by the admixture manufacturer.
5. Field quality control test samples, if required.

E. Mock-up

In accordance with Article titled Quality Assurance.

F. Sustainable Submittals

1. Submit Contractor's Sustainable Materials Form with complete information on regional content for cast stone provided under the work of this section in accordance with Section G01352, Sustainability

Requirements. Include cost of all cast stone materials and distance in miles to point of materials extraction and manufacture.

2. Submit documentation of regional materials – product data, mix design information, or manufacturer’s statement.

G. Warranty

1. Manufacturer’s Warranty

1.6 QUALITY ASSURANCE

A. Qualifications

1. Installer: A firm with at least 3 years experience in installing cast stone units of a type and quantity similar to those indicated for this Project. Use adequate numbers of skilled workman who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the Work of this Section.
2. Manufacturer: A supplier experienced in manufacturing cast stone units similar to those indicated for this Project and with a record of successful in-service performance of 5 years, as well as sufficient production capacity to manufacture required units.
3. Testing Laboratory: An independent testing laboratory qualified according to ASTM E329 to conduct the testing specified. Lab is also to be qualified by CSI or demonstrate experience in performing the testing required by ASTM C1364.
4. Adhesive Anchor Installer: Installer for adhesive anchors installed in concrete in a horizontal or upwardly inclined position supporting sustained tension loads shall be certified per ACI 318-11 Appendix D9.2.4 as per Section BC 1705 of the 2022 NYC Building Code.

B. Regulatory Requirements

1. Building Code: Work of this Section shall conform to all requirements of the NYC Building Code and all applicable regulations of governmental authorities having jurisdiction, including safety, health, noise, and anti-pollution regulations. Where more severe requirements than those contained in the Building Code are given in this Section, the requirements of this Section shall govern.

2. NYC Board of Standards and Appeals (BSA) approvals, NYC Materials and Equipment Acceptance (MEA) approvals or Office of Technical Certification and Research (OTCR).

C. Certifications

Masonry construction shall conform to the material acceptance, certification and inspection requirements of Section BC 1701 of the 2022 NYC Building Code.

D. Source Quality Control

1. Source Limitations for Cast Stone: Obtain cast stone units through one source from a single manufacturer.
2. Source Limitations for Mortar Materials: Obtain mortar ingredients of a uniform quality, including color, from one manufacturer for each cementitious component and from one source or producer for each aggregate.

E. Mock-ups

1. Sample Panel

- a. Construct sample panels to conform to appearance and workmanship as indicated in the Drawings and Specifications.
- b. Use approved sample panels for a standard of comparison for the Project. All Work shall conform in workmanship and appearance to that of the approved samples.
- c. If not approved, remove panel and install new panel (or panels), repeating the process until panel is approved.
- d. Do not proceed with Work until panels are approved in writing by the Architect/Engineer of Record (AEOR).

2. Cleaning

Prior to cleaning all stones, perform mock-up on two stones to verify cleaner and technique will not damage stones nor the adjoining surfaces.

1.7 DELIVERY, STORAGE AND HANDLING

- A. Deliver the Work of this Section to the job site in such quantities and at such times as to assure the continuity of construction; carefully pack or crate to prevent damage.

- B. Store units at the job site in a manner to prevent cracking, distortion, warping, staining, and other physical damage, and in a manner to keep markings visible.
- C. Lift and support the units only at designated lifting points or supporting points as shown on the approved Shop Drawings.
- D. Any units damaged before final acceptance shall be replaced.
- E. Patching of units will not be acceptable, except as permitted in Article 2.02.
- F. Pack, handle, and ship cast stone units in suitable packs or pallets.
 - 1. Lift using only manufacturer installed or approved field installed lifting devices. Do not lift with wide-belt slings or wire ropes to avoid chipping units. Move cast stone units, if required, using dollies with wood supports.
 - 2. Store cast stone units on wood skids or pallets with non-staining, waterproof covers. Arrange to distribute weight evenly and to prevent damage to units. Ventilate under covers to prevent condensation. Place nothing on top of cast stone pallets. Do not double stack without manufacturer's written permission.
- G. Store installation materials on elevated platforms, under cover, and in a dry location.
- H. Store mortar aggregates where grading and other required characteristics can be maintained and contamination avoided.

1.8 ENVIRONMENTAL REQUIREMENTS

- A. Cold Weather Construction Requirements
 - 1. Per Section BC 2104.2, cold weather construction provisions of Article 1.8C of TMS 602 shall be implemented when either the ambient temperature falls below 40°F or the temperature of masonry units is below 40°F.
 - 2. Salt or other chemicals for lowering the freezing temperature of the mortar shall not be used.
- B. Hot Weather Construction Requirements

Per the requirements of Section BC 2104.3, hot weather construction provisions of Article 1.8D of TMS 602 shall be implemented when temperatures exceed 100°F, or 90°F with a wind velocity greater than 8 mph.

1.9 WARRANTY

- A. Provide a 5-year warranty that all parts of the cast stone will be free from defects in material and workmanship.

PART 2 - PRODUCT

2.1 MATERIALS

- A. Cast Stone
 - 1. Portland Cement: ASTM C150, Type I, white, containing not more than 0.60 percent total alkali when tested according to ASTM C114.
 - 2. Coarse Aggregates: Granite, quartz, or limestone complying with ASTM C33; gradation as needed to produce required textures. Used for wet mix process.
 - 3. Fine Aggregates: Manufactured or natural sands complying with ASTM C33, gradation as needed to produce required textures.
 - 4. Coloring Admixture for Cast Stone: ASTM C979, synthetic mineral-oxide pigments or colored water-reducing admixtures, temperature stable, non-fading, and alkali resistant. Limit pigment loading to 10% of total cementitious material.
 - 5. Water: Shall be clean potable water free of injurious foreign matter conforming to the requirements of Section BC 1903.5.
 - 6. Air-Entraining Admixture: ASTM C260, certified by the manufacturer to be compatible with other admixtures used.
 - a. Add to wet-cast process mixes for units exposed to the exterior at manufacturer's prescribed rate to result in an air content of 4 to 8 percent. For dry-cast process mixes, it is required if needed to meet the freeze-thaw resistance criteria, as verified by freeze-thaw testing.
 - 7. Other Admixtures: ASTM C494
 - 8. Reinforcement: Deformed steel bars complying with ASTM A615.
 - a. Galvanizing: ASTM A767

9. Inserts: Fabricated from stainless steel complying with ASTM A276 or ASTM A666, Type 304 or steel hot dip galvanized in accordance with ASTM A123.

B. Anchors

1. Eye rods: Type 304 stainless steel complying with ASTM A276.
2. Pins/Dowels: Round stainless-steel bars complying with ASTM A276, Type 304, 1/2" diameter minimum.
3. Strap Anchors for building with back-up wall or welding to existing steel: 1/8" thick minimum stainless steel, Type 304 conforming to ASTM A240. See Drawings for sizes and shapes.
4. Rod Anchors for attaching into masonry are to be Type 304 stainless steel adhesive type with screen:
 - a. Hilti HY 270
 - b. ITW Red Head C6+
 - c. Dewalt AC100+Gold
5. Rod Anchors for attaching into concrete are to be Type 304 stainless steel adhesive type. Adhesive anchors in concrete shall have an ICC-ES Evaluation Service report (ESR) issued in accordance with ACI 355.4 or ICC-ES AC 308 for use in cracked concrete, including seismic applicability loading, and pursuant to the Office of Technical Certification and Research (OTCR) Building Bulletin 2014-018. Anchors installed in grouted masonry shall have a report issued in accordance with AC 58:
 - a. Hilti HY 200
 - b. ITW Red Head C6+
 - c. Dewalt AC100+Gold
 - d. Allfasteners VF200PRO, EF600
6. Electrode for Welding to Stainless Steel to carbon steel: E309-16. Keep electrode dry. Oven dry electrode after exposing it for more than 6 hours.

C. Mortar

1. Portland Cement: ASTM C150, Type I or II, except Type III may be used for cold-weather construction. Provide natural color, white, or a blend to produce mortar color indicated.
2. Hydrated Lime: ASTM C207, Type S.
3. Mortar Aggregate: ASTM C144.
 - a. White-Mortar Aggregates: Natural, white sand or ground, white stone.
4. Mortar Coloring: Provide pure mineral pigments, natural and synthetic iron oxides, and chromium oxides compounded for use in mortar mixes. Material shall conform to ASTM C979. Coloring shall not contain alkalyde salts. No liquid colorants shall be permitted. Use only pigments with record of satisfactory performance in masonry mortars.
5. Water: Shall be clean potable water free of injurious foreign matter conforming to the requirements of Section BC 1903.5.

D. Accessories

1. Cast Stone Cleaner: Cleaner shall be as recommended by the manufacturer and capable of adequately cleaning stones of mortar droppings and other stains without damaging adjoining surfaces.
2. Sealant
 - a. Sealant as specified in Section 07900 - Joint Sealers, as applicable for vertical joints and for horizontal joints.
 - b. Bond breaker tape as specified in Section 07900 - Joint Sealers.

2.2 CAST STONE UNIT FABRICATION

- A. Provide cast stone units complying with ASTM C1364 for the following attributes:
1. Compressive Strength: At 28 days after manufacture, not less than 6500 psi, when tested in accordance with Test Method ASTM C1194.
 2. Absorption, Cold Water: At 28 days after manufacture, not greater than 6%, when tested in accordance with ASTM C1195.
 3. Free-thaw Resistance: The CPWL shall be less than 5% after 300 cycles of freezing and thawing in accordance with ASTM C1634, with testing performed per ASTM C666.

4. Linear Shrinkage: Shrinkage shall not exceed 0.065% when tested in accordance with ASTM C426.
5. Air Content: For wet cast product, shall be between 4 to 8% when tested in accordance with ASTM C173 or C231. Air entrainment is not required for the dry cast method.

B. Colors and Textures

1. Match existing
2. Color shall be uniform for each unit and consistent for all units.

C. Fabrication

1. General

- a. Fabricate the Work of this Section to the sizes and shapes indicated, and of texture matching the approved Samples.
- b. Provide finished units that are straight, true to size and shape, and within the specified casting tolerances.
- c. Make exposed edges sharp, straight, and square, unless indicated otherwise. Make flat surfaces into a true plane.
- d. Stones that are warped, out of tolerance, broken, spalled, stained, have continuous effloresce, surface-crazed, have cracks, have a deteriorating surface and/or are otherwise defective are not acceptable and are to be replaced. Stones with chips may be repaired if no more than a 1½" in any length and only after test patches have been deemed acceptable by the AEOR. Patches shall match color and texture. Patches are to be done by a manufacturer-trained technician utilizing the manufacturer's recommended mix manufacturer and guaranteed by the Contractor for the same 5-year period as the manufacturer's warranty. If patches are deemed not acceptable, units shall be replaced.
- e. Place and secure in the forms all anchors, clips, stud bolts, inserts, lifting devices, shear ties, and other devices required for handling and installing the precast units and for attachment of subsequent items as indicated or specified.
- f. Field measure existing units and produce molds from existing units to replicate work. Based on these, create shop drawings and molds. Joint widths are to be 1/4" minimum if existing is less

than 1/4" and 3/8" maximum if joints are equal to or greater than 3/8".

- g. Reinforce units as indicated and as required by ASTM C1364. Use galvanized reinforcement. Damage to the galvanizing is to be repaired with appropriate material conforming to ASTM A780.
 - h. Install lifting points and hardware for all units exceeding 65 pounds/LF. No slings are to be used as the primary lifting apparatus.
- 2. Fabricate units with sharp arris and details accurately reproduced with indicated texture on all exposed surfaces, unless otherwise indicated. Match existing units in texture, color and shape where units are being replaced. Take all molds as necessary.
 - a. Slope exposed horizontal surfaces at least 1:12, unless otherwise indicated.
 - b. Provide raised fillets at backs of sills and at ends indicated to be built into jambs.
 - c. Provide drips on projecting elements, unless otherwise indicated.
- 3. Casting tolerances

Maintain casting, bowing, warping, and dimension tolerance below the following maximums:

 - a. Overall dimension for height and width of units:
Plus zero, and minus 1/16" of unit length.
 - b. Make thickness of units plus or minus 1/8" maximum.
 - c. Bowing or warping: Do not exceed 1/360 of the length.
 - d. Insert locations: Place within plus or minus 1/4" in each direction.
- 4. Cure and finish units as follows:
 - a. Cure units in totally enclosed curing room under dense fog and water spray at 95 percent relative humidity for a minimum of 24 hours. Follow PCI recommendations.
 - b. Yard cure units until the sum of the mean daily temperatures for each day equals or exceeds 350°F.

- c. Utilize appropriate methods to meet the finish specified in paragraph B above without need to repair. If none is specified, provide fine-grained surface imitating Indiana limestone.

2.3 MORTAR MIXES

A. Setting Mortar

Shall conform to ASTM C270 and BIA M1-88. Provide Type I Portland cement. Masonry cement and masonry mortar shall not be used as a substitute. Preconstruction testing with the proportions carefully monitored is to be used to establish the upper end of the strength range, which should generally be near the minimum strength of the next higher strength mortar (e.g. Type N many times is in the 2000 to 3000 range).

1. Type M: 1 part gray cement, 1/4 part lime, 3³/₄ parts dry sand. Minimum compressive strength shall be 2500 psi at 28 days.
2. Type N: 1 part gray cement, 1 part lime, 6 parts dry sand. Minimum compressive strength shall be 750 psi at 28 days.

- B. Mortar Color: Proportion mortar coloring with other mortar mix ingredients to obtain desired color, as approved by the AEOR. Do not exceed 1 part pigment to 10 parts cement, by weight. If consistent color cannot be obtained, provide as a minimum premixed Portland cement and coloring from major cement manufacturer.

2.4 SOURCE QUALITY CONTROL

- A. The Authority will assign a Special Inspector who will inspect the masonry construction under the requirements of Section BC 1705.4.
- B. Employ an independent testing agency to sample and test cast stone according to ASTM C1364 and the specific test methods specified in Article titled "Cast Stone Units".

Include testing for:

1. Compressive Strength in accordance with Test Method ASTM C1194. Test units from each 500 ft³ of cast stone.
2. Absorption, Cold Water, in accordance with Test Method ASTM C1195. Test units from each 500 ft³ of cast stone.

3. Resistance to Freezing and Thawing in accordance with Test Method ASTM C666, Procedure A. Test one unit from each cast stone mixture design.
- C. Provide sieve analysis of the aggregate for each batch with each shipment of material to show compliance with the gradation limits of the accepted cast stone mix design for which the ASTM C666 test was performed.
- D. If test specimens fail or the sieve analysis does not match that of the test specimen used for the freeze-thaw test, the specimens and the entire 500 ft³ lot they came from shall be rejected and shall not be used in the project.
- E. If the plant is CSI certified, the requirements for Source Quality Control testing by an independent lab for each 500 ft³ of material for the individual project can be replaced by the test reports by the plant for every 500 ft³ of material manufactured by the plant required by CSI and the six month independent lab tests required by ASTM C1364, if the mix utilized is the manufacturer's standard mix for which the ASTM C1364 testing was performed. If the mix for the project is new, the testing of the production run is to be performed. See Article titled "Submittals" for certification and other submittals required.

PART 3 - EXECUTION

3.1 EXAMINATION

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

3.2 PROTECTION

- A. Cover top of masonry wall with waterproof plastic membrane at the end of the work period, when work is not in progress, and at other times when Work needs to be protected from rain and other precipitation. Extend cover down sides as needed to thoroughly protect the Work.
- B. During cold weather, do not use wet masonry units and frozen masonry units.
- C. Do not use frozen materials or lay masonry on frozen materials; remove frozen materials from wall. Refer to Part 1 of this Section, "Environmental Requirements" for temperature restrictions.
- D. Remove excess mortar from walls as soon after laying units as practicable to prevent staining and to facilitate cleaning of wall.

- E. Brace walls as needed until sufficiently set, or until intersecting walls provide lateral support.
- F. Prevent masonry cleaners from coming in contact with adjacent glass, metal, and other masonry surfaces such as cast stone. Protect adjoining glass and metal surfaces and all other adjacent materials and property from masonry operations.

3.3 MIXING PROCEDURES FOR MORTAR

- A. Measure material by volume or equivalent weight. In measuring by volume, measure ingredients by container. Do not measure by shovel.
- B. Mix ingredients in a clean mechanical mixer for a minimum of 3 minutes, maximum of 5, with the minimum amount of water to produce a workable consistency.
- C. Mortar that has stiffened because of evaporation of water from the mortar may be retempered only once, and only during the first hour of placement to restore the required consistency. Mortar shall be used within 2¹/₂ hours after initial mixing. Limit amount of mortar batched at one time to stay within these requirements.

3.4 INSTALLATION

- A. Do not install units that do not meet the aesthetic requirements of the specification.
- B. Coordinate as required with other trades to assure proper and adequate accommodation with the Work of this Section.
- C. Set cast stone as indicated on Drawings. Install anchors, supports, fasteners, and other attachments indicated or necessary to secure units in place. Set units accurately in locations indicated with edges and faces aligned according to established relationships and indicated tolerances.
- D. Drench units with clear water just before setting.
- E. Set units in full bed of mortar with full head joints, unless otherwise indicated. Build anchors and ties into mortar joints as units are set. Anchors are to be set in substrate with adhesives.
 - 1. Coping Stone/sills: Set 3/8" of mortar prior to installation of flashing providing full bed. Rake joint 3/8" to allow for bondbreaker tape and sealant installation under flashing. Seal flashing penetrations with sealant. Install another 3/8" mortar on top of flashing and place stone. Provide full bed of mortar and tool joint. After stones are set and mortar cured, install bond breaker tape and sealant under the flashing.

2. Fill dowel holes and anchor slots with mortar.
 3. Fill collar joint solid as units are set, if part of solid masonry construction. If part of a cavity construction, keep area clear of mortar.
 4. Build concealed flashing into mortar joints as units are set.
- F. After units are set in or on the wall they shall have all top surfaces covered and protected from the elements at the close of each day's work and shall be kept covered and protected until all the Work is completed.
- G. Lead, Plastic or hard rubber buttons shall be used in setting large units to sustain the weight until mortar has set.
- H. Units with horizontal surfaces subject to water (copings, windowsills, projecting stone bands, etc.): All transverse joints between units (not bed joints) shall be raked out 3/8" deep and shall be filled with joint sealer, (after bond breaker tape) as specified in Article titled "Accessories".
- I. Expansion Joints
- Provide expansion, control, and pressure-relieving joints of widths and at locations indicated.
- Provide expansion joints at a maximum spacing of approximately 20 feet on center. Match joint spacing with parapet/facade expansion joints.
- Provide filler seal, bond breaker tape, and joint sealers at expansion joints where indicated on the Drawings and where required for proper installation. (See Section 07900 Joint Sealers).
- Keep joints free of mortar and other rigid materials.
- J. Discrepancies
1. Immediately notify Authority's Representative.
 2. Do not proceed until fully corrected.

3.5 INSTALLATION TOLERANCES

- A. Variation from Plumb: Do not exceed 1/8 inch in 10 feet (3 mm in 3 m) or 1/4 inch in 20 feet (6 mm in 6 m) or more.
- B. Variation from Level: Do not exceed 1/8 inch in 10 feet (3 mm in 3 m), 1/4 inch in 20 feet (6 mm in 6 m), or a 3/8-inch (9 mm) maximum.

- C. Variation in Joint Width: Do not vary joint thickness more than 1/8 inch in 36 inches (3 mm in 900 mm) or one-fourth of nominal joint width, whichever is less.
- D. Variation in Plane between Adjacent Surfaces (Lipping): Do not exceed 1/16-inch (1.5-mm) difference between planes of adjacent units or adjacent surfaces indicated to be flush with units.

3.6 FIELD QUALITY CONTROL

- A. The Authority will assign under the requirements of Section BC 1705.4 a Special Inspector who will inspect the masonry construction. Post installed anchors are subject to Special Inspection as per Section BC 1705.37. Adhesive anchors installed in concrete in a horizontal or upwardly inclined position supporting sustained tension loads shall be installed under continuous Special Inspection as required by paragraph D9.2.4 of ACI 318-11. If the masonry work is not designated for Special Inspection, the masonry work will be subject to Quality Control Inspection, with testing and inspection similar to that listed below for Special Inspection. Inspections performed by the Authority do not relieve the Contractor of its obligation to conform to all requirements specified in this Section.
- B. The Special Inspector will make inspections and any testing deemed necessary. Mortar suspected or tested to be too strong or too weak will be subject to petrographic analysis or other methods deemed necessary by the Engineer of Record and Special Inspector. The Contractor shall pay for all tests if they verify improper work. Inspections will include, but not be limited to, the following:
 - 1. Proper installation of reinforcement and placement of stone on angles.
 - 2. Proper installation of mortar, including proportioning and mixing. Those mortar properties listed in the Appendix of ASTM C780 are to be tested at the discretion of the Special Inspector or the AEOR. Mortar strengths, when tested, will be determined in accordance with ASTM C780 using cylinders.
 - 3. Proper installation of weeps, flashing, drip edges, etc.
 - 4. At solid masonry construction, all bed, head, and collar joints are filled completely. For cavity wall construction, all bed and head joints are filled completely.
 - 5. Verify the sieve analysis (gradation of aggregates) submitted with each batch of stones matches that of the accepted design mix gradation range.

- C. The AEOR will analyze any results not found to be in conformance with the applicable ASTM standard, industry practice, and the Specifications and determine if the work in question is to be removed and redone.
- D. Cooperate with the Special Inspector and the Testing Laboratory performing Special Inspection testing.
- E. Include in the bid, a minimum of 4 units to be field tested and destroyed. At the beginning of the deliveries, the Authority will take one stone for testing to verify compliance with the requirements. The Authority will employ an independent testing laboratory to obtain, prepare, and test cubes cut from hardened cast stone units to determine the compressive strength according to ASTM C1194 and perform petrographic analysis and other ASTM C1364 testing. If the test results show that the stone does not meet the requirements, the stones from that batch are to be removed from the project, and testing of other batches is required and will be done so at no cost to the Authority. This includes replacement of any stones removed for the further testing.
- F. If there is evidence later in the project that the strength and/or durability of cast stone units may be deficient or may not comply with the specified requirements, additional units will be taken for testing. If the units are found to be defective, all cast stone from those batches are to be replaced, and other units from other batches will be required to be tested and replaced at no cost to the Authority.
 - 1. Allow the Authority's testing laboratory access to material storage areas. Cooperate with the Authority's testing laboratory and provide samples of materials and concrete mixes as may be requested for testing and evaluation.
 - 2. A minimum of three representative cubes will be cut from units of suspect strength and additional samples taken for durability analysis, from locations directed by the Authority. Contractor is to remove stones and cut in half, permitting manufacturer to utilize half the stone for its own testing by an independent lab if desired.
 - 3. Cubes will be prepared and tested in accordance to ASTM C1364, C1194, C1195 and C666.
 - 4. The strength of the cast stone for each series of 3 cubes will be considered satisfactory if the average compressive strength is equal to at least 85 percent of the 28-day design compressive strength and no single cube is less than 75 percent of the 28-day design compressive strength.

- a. Test results will be made in writing on the same day that tests are performed, with copies to Authority, Contractor, and cast stone fabricator. Test reports will include the following:
 - b. Project identification name and number.
 - c. Date when tests were performed.
 - d. Name of cast stone fabricator.
 - e. Name of testing laboratory.
 - f. Identification letter, name, and type of cast stone unit or units represented by tests.
5. Petrographic analysis will be performed, which will include microscopic analysis and testing as deemed necessary, including the freeze-thaw testing and cold-water absorption.
- G. Defective Work: Cast Stone units that do not comply with any of the specified requirements, including compressive strength, manufacturing tolerances, durability requirements, and finishes, are unacceptable. The Contractor shall remove and replace defective Work with cast stone units that comply with the specified requirements at no cost to the Authority.
- H. Additional testing, at Contractor's expense, will be performed by the Authority's testing laboratory to determine compliance of corrected Work with specified requirements.

3.7 ADJUSTING AND CLEANING

- A. Remove and replace stained and otherwise damaged units and units not matching approved Samples.
- B. Replace units in a manner that results in cast stone matching approved Samples, complying with other requirements, and showing no evidence of replacement.
- C. In-Progress Cleaning: Clean cast stone as work progresses. Protect adjoining surfaces from damage. Remove mortar fins and smears before tooling joints.
- D. Final Cleaning: After mortar is thoroughly set and cured, and after completion of other work liable to damage or soil cast stone units, clean exposed cast stone as follows:
 1. Remove large mortar particles by hand with wooden paddles and nonmetallic scrape hoes or chisels.

2. Protect adjacent surfaces from contact with cleaner by covering them with liquid strippable masking agent, polyethylene film, or waterproof masking tape. Follow fabricators recommendations for type of cleaners.
3. Clean in conjunction with the cleaning of all other masonry work. Perform a mock-up the cleaning procedure demonstrating the units will not discolor or burn using the manufacturer's recommended dilution rate and dwell time. Do not clean in temperature below 50°F. Drench all units with water prior to application of approved cleaner. Clean by scrubbing with cleaner and water, applied vigorously with stiff fiber brushes. After scrubbing, drench all surfaces of the cast stone units thoroughly with clean water. The use of sand blast, wire brushes; etc. will not be permitted under any circumstances for the cleaning of cast stone work. Start the cleaning operation at the top of the structure and proceed downward.

END OF SECTION

LIST OF SUBMITTALS

<u>SUBMITTAL APPROVED</u>	<u>DATE SUBMITTED</u>	<u>DATE</u>
Product Data:	_____	_____
1. Materials list.		
2. Manufacturer's specifications & material data.		
Shop Drawings:	_____	_____
Samples:		
1. Cast stone samples, size 12"x 12" x 4".		
2. Mortar colors for initial selection.		
3. Mortar colors for verification		
4. Anchors, attachments, accessories.		
5. Full size samples.		
Quality Control Submittals:	_____	_____
1. Mix design, including sieve analysis		
2. Source Quality Control laboratory test reports; or CSI Certification and standard reports.		
3. Sieve analysis of aggregates From production run		
4. Qualifications of installer, manufacturer, adhesive anchor installer, test lab.		
5. Material single source qualification For cast stone and mortar		
6. Admixture compatibility certification		
7. Field Quality Control Testing (if required)		
Mock-Up:	_____	_____
1. Contractor's Sustainable		

**FASHION INSTITUTE OF TECHNOLOGY
COED RESIDENCE HALL
REAR WALL REPLACEMENT**

PROJECT NO. C1631

Materials Form (see Section
S01352).

2. Mfr's printed literature or
statement on regionally extracted
and manufactured material content.

* * *

SECTION 06 10 00 - ROUGH CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DESCRIPTION OF WORK

- A. Provide rough carpentry Work as indicated on the Drawings, or as required for the completed Work of this Contract, regarding field conditions but not limited to, the following:
 - 1. Wood Grounds, nailing strips, blocking, furring, nailers, and framing.
 - 2. Rough hardware, including nails, screws, anchors, brackets, braces, bolts, nuts, fittings, and other devices required for the proper fitting, connecting, and erecting of the Work.
 - 3. Fire-retardant treatment for wood.
 - 4. Miscellaneous Lumber and plywood.

1.3 REFERENCES

- A. U.S. Department of Commerce.
- B. American Plywood Association (APA).
- C. Western Wood Product Association (WWPA).
- D. Southern Pine Inspection Bureau (SPIB).
- E. Redwood Inspection Service (RIS).
- F. American Wood Preservers' Association (AWPA).
- G. American Society for Testing and Materials (ASTM).
- H. Underwriters Laboratories, Inc. (UL).
- I. Federal Specifications (FS).
- J. American Lumber Standards Committee (ALSC).
- K. West Coast Lumber Inspection Bureau (WCLIB).
- L. American Wood Preservers Bureau (AWPB).
- M. National Fire Protection Association (NFPA).

1.4 SUBMITTALS

- A. Quality Control Submittals
 - 1. Certificates: Certification for the following wood treatments:

- a. Dip Treatment: Certification by treating plant stating chemical solutions used, submersion period, and conformance with applicable standards.
- b. Pressure Treatment: Certification by treating plant stating chemicals and process used, net amount of chemical preservative retained, and conformance with specified standards.
- c. Waterborne Preservatives: Certified written statement that moisture content of treated materials was reduced to a maximum of 19 percent prior to shipment to Project site.
- d. Fire-Retardant Treatment: Certification by treating plant stating treated material complies with specified standards and treatment will not bleed through specified finishes.

1.5 QUALITY ASSURANCE

A. Mill and Producers Mark

Each piece of lumber and plywood shall be gradestamped indicating type, grade, mill, and grading agency certified by the Board of Review of the American Lumber Standards Committee. Mark shall appear on unfinished surface, or ends of pieces with finished surfaces.

1. Fire-Retardant Treated Material: Accredited testing agency mark on each piece of wood indicating compliance with the fire hazard classification.

B. Standards

Comply with the following unless otherwise specified or indicated on the Drawings:

1. Lumber: American Softwood Lumber Standard PS 20 by the U.S. Department of Commerce. Comply with applicable provisions by each indicated use.
2. Plywood: Product Standard PS 1 for Softwood Plywood, Construction and Industrial by the U.S. Department of Commerce.
3. Plywood Installation: APA Design/Construction Guide, by the American Plywood Association (APA), except as indicated otherwise.
4. Grading Rules:
 - a. Douglas Fir, Hem-Fir, Idaho White Pine, and other Western Woods: Western Wood Products Association (WWPA) or West Coast Lumber Inspection Bureau (WCLIB).
 - b. Southern Pine: Southern Pine Inspection Bureau (SPIB).
 - c. Redwood: Redwood Inspection Service (RIS).
5. Fire-Retardant Treatment: American Wood Preservers' Association (AWPA) Standards.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Keep materials dry during delivery. Store materials 6" minimum above ground surface. Protect against exposure to weather and contact with damp or wet surfaces. Stack lumber and plywood, and provide air circulation between stacks.
- B. Cover stored materials until ready for use for protection from moisture. Place and anchor covering in a manner which will assure good ventilation under the covering.

1.7 PROJECT CONDITIONS

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

PART 2 - PRODUCTS

2.1 LUMBER

- A. General:
Furnish seasoned dimensional lumber dressed to nominal sizes indicated with 19 percent maximum moisture content at time of dressing, marked "S-DRY". Comply with dry size requirements of PS 20.
 - 1. Dress: Surfaced 4 sides (S4S) unless otherwise indicated.
- B. Miscellaneous Lumber:
Standard grade, No. 3 grade, or better grade of the following species unless otherwise indicated:
 - 1. Nailers and Blocking: Douglas Fir, Hem-Fir, Idaho White Pine or Southern Pine.
 - 2. Furring: Douglas Fir or Southern Pine.

2.2 MISCELLANEOUS MATERIALS

- A. Adhesive:
APA Specification AFG-01.

2.3 FIRE-RETARDANT TREATMENT

- A. All lumber is to be fire-retardant treated, provide "FR-S" lumber, complying with AWWPA Standards for pressure impregnation with fire-retardant chemicals to achieve a flamespread rating of 25 or less, when tested in accordance with UL Test 723, ASTM E84 or NFPA Test 255.
 - 1. Provide UL label or identifying mark on each piece of fire-retardant lumber.
 - 2. Redry treated items to a maximum moisture content of 19 percent after treatment.
- B. Fire-retardant Treated Plywood:
Comply with APA requirements.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verification of Conditions:
Examine substrate and supporting structure on which rough carpentry is to be installed for defects that will adversely affect the execution and quality of the Work. Do not proceed with installation until unsatisfactory conditions are corrected.

3.2 INSTALLATION - GENERAL

- A. Do not use units of material with defects which impair the quality of the Work and units which are too small to fabricate the Work with minimum joints or with optimum joint arrangement.
- B. Install Work accurately to required lines and levels with members plumb and true, accurately cut and fitted and securely fastened. Closely fit rough carpentry to other associated construction.
- C. Securely attach carpentry Work to substrates by anchoring and fastening as indicated, or, if not indicated, as required by the referenced standards. Select fasteners of size that will not penetrate through members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood; predrill as required. Set nail heads in exposed Work which is to be painted or stained and fill resulting holes.
- D. Fire-retardant Wood
Do not rip or mill; only end cuts, drilling holes and joining cuts shall be permitted.

3.3 WOOD NAILERS, BLOCKING, AND GROUNDS

- A. Install required items where indicated and where required for support, attachment or screeding of other Work. Form to shapes indicated or required. Coordinate locations and cut and shim as required to provide items at true and level planes to receive Work to be attached. Install closure strips to nailers at all edges.
 - 1. Attach to substrates as indicated; if not indicated, size and space fasteners as required to support applied loading. Maximum spacing of fasteners shall not exceed 16".

3.4 PLYWOOD APPLICATIONS

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

3.5 ROUGH HARDWARE

- A. Furnish all rough hardware, such as nails, bolts, clips, and all other rough hardware required to secure the carpentry work in place, unless otherwise specified.

END OF SECTION 06 10 00

SECTION 07 54 30 – COLD FLUID-APPLIED WATERPROOFING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Preparation of Substrate to Receive Waterproofing Materials
 - 2. Cold-Fluid Applied, Reinforced, Waterproofing Membrane
- B. Related Sections include the following:
 - 1. Section: 030130 – Maintenance of Cast-In-Place Concrete
 - 2. Section: 076200 - Sheet Metal Flashing And Trim

1.3 REFERENCES

References in these specifications to standards, test methods and codes, are implied to mean the latest edition of each such standard adopted. The following is an abbreviated list of associations, institutions, and societies which may be used as references throughout these specifications.

- A. American Society for Testing and Materials (ASTM) C 836 Standard Specification for High Solids Content, Cold Liquid-Applied Elastomeric Waterproofing Membrane.
- B. National Waterproofing Contractors Association (NRCA) Waterproofing and Waterproofing Manual.
- C. ASTM - D638 - Test Methods for Tensile Properties of Plastics
- D. ASTM - D4541 - Method for Pull-Off Strength of Coatings using Portable Adhesion Tester
- E. ASTM - E96(A) - Test Methods of Moisture Transmission of Material
- F. ASTM E-108, ANSI/UL 790 for fire resistance.
- G. Steel Structures Painting Council (SSPC)

- H. Certified Waterproofing Torch Applicator Program (CERTA)
- I. Occupational Safety and Health Administration (OSHA)
- J. Factory Mutual Engineering (FM)

1.4 PERFORMANCE REQUIREMENTS

- A. General: Provide installed waterproofing membrane that remain watertight; do not permit the passage of water; and resist specified uplift pressures, thermally induced movement, and exposure to weather without failure.
- B. Material Compatibility: Provide waterproofing materials that are compatible with one another under conditions of service and application required, as demonstrated by waterproofing manufacturer based on testing and field experience.

1.5 SUBMITTALS

- A. Submittals: After Contract Award:
 - 1. Membrane System Product Data: Provide current standard printed product literature indicating characteristics of membrane materials, flashing materials, components, and accessories product specification and installation.
 - 2. Product Samples: Submit product samples of membrane and flashing materials showing color, texture, thickness and surfacing representative of the proposed system for review and approval by the Owner's Representative.
 - 3. Warranties: Submit sample copies of both the Manufacturer and Applicator warranties for the periods stipulated. Each specimen must be a preprinted representative sample of the issuing company's standard warranty for the system specified.
 - 4. MSDS Data Sheets: Submit copies of current Material Safety Data Sheets (MSDS) for all components of the work.
 - 5. Membrane Shop Drawings: Submit shop drawings of cold fluid-applied reinforced unsaturated polyester showing all a project plan, size, flashing details, and attachment for review and approval by the Owner's Representative and Membrane Manufacturer.
 - 6. Product Test Reports: From a qualified independent testing agency indicating and interpreting test results of waterproofing for compliance with requirements, based on comprehensive testing of current waterproofing formulations.

- A. Installer Certificates: Signed by waterproofing system manufacturer certifying that Installer is approved, authorized, or licensed by manufacturer to install waterproofing system.
- B. Qualification Data: For Installer and manufacturer.

1.6 QUALITY ASSURANCE

- A. Applicator: Company specializing in performing the work of this section with (3) years documented experience and approved by system manufacturer for warranted membrane installation. Applicator shall submit the following certification for review:
 - 1. Applicator shall submit documentation from the membrane manufacturer to verify contractor's status as an approved applicator for warranted installations.
- B. Substrate Moisture Content: Evaluate moisture content of substrate materials. Constructor shall determine substrate moisture content through-out the work and record with Daily Inspection Reports or other form of reporting acceptable to the Owner or designated Representative, and Membrane Manufacturer.
- C. Product Quality Assurance Program: Primary waterproofing materials shall be manufactured under a quality management system that is monitored regularly by a third party auditor under the ISO 9001:2000 audit process.
- D. Agency Approvals: The proposed waterproofing system shall conform to the following requirements. No other testing agency approvals will be accepted; Underwriters Laboratories Class A acceptance of the proposed waterproofing system based upon testing performed in accordance with ASTM E 108 protocol.
- E. Adhesion Testing: Random tests to determine tensile bond strength of membrane to substrate shall be conducted by the Contractor at the job site using an Elcometer Adhesion Tester Model 106 or similar device. Contractor shall perform tests at the beginning of the Work, and at intervals as required to assure specified adhesion with a minimum of three (3) tests per 5000 square feet. Smaller areas shall receive a minimum of three (3) tests. Test results shall be submitted to the Owner or his designated Representative and the Membrane Manufacturer. Contractor shall immediately notify the Owner or his designated Representative and Membrane Manufacturer in the event tensile bond test results are below specified values.
 - 1. Adequate surface preparation will be indicated by tensile bond strength of membrane to substrate greater than or equal to 220 psi (1.5 N/mm²) for pedestrian traffic and 300 psi (2.0 n/mm²) for vehicular (low speed) traffic and water flow/containment.

2. In the event the tensile bond strengths are lower than the minimum specified, additional substrate preparation is required. Repeat testing to verify suitability of substrate preparation.
- F. **Material Quantities:** Monitor quantities of installed materials. Monitor application of cold-fluid applied waterproofing membrane, reinforcing fleece and flashing. Perform Work in accordance with manufacturer's instructions.
- G. **Scope of Work:** The work to be performed under this specification shall include but is not limited to the following:
 1. Attend necessary job meetings and furnish competent and full time supervision, experienced roof mechanics, all materials, tools, and equipment necessary to complete, in an acceptable manner, the waterproofing membrane/flashing installation in accordance with this specification.
 2. Comply with the latest written application instructions of the manufacturer of the primary waterproofing products.
- H. **Local Regulations:** Conform to regulations of public agencies, including any specific requirements of the city and/or state of jurisdiction.
- I. **Manufacturer Requirements:** The membrane/flashing system manufacturer shall provide direct-trained company personnel to attend necessary job meetings, perform periodic inspections as necessary, and conduct a final inspection upon successful completion of the project.

1.7 REGULATORY REQUIREMENTS

- A. Conform to applicable building and jurisdictional codes for waterproofing/waterproofing assembly and fire resistance requirements.
- B. Comply with requirements of OSHA, NIOSH or local governing authority for work place safety.
- C. Comply with authority or agency "Confined Space Policy" during and throughout all work to be performed.

1.8 PRE-INSTALLATION MEETING

- A. Convene a pre-installation meeting at the job site (1) week before starting work of this section.
- B. Require attendance of parties directly affecting work of this section, including but not limited to, Waterproofing/Waterproofing Consultant, Owner's Representative,

Waterproofing/Waterproofing Contractor, and Membrane Manufacturer's Representative.

- C. Review waterproofing/waterproofing preparation and installation procedures, coordination and scheduling required with related work, and condition and structural loading limitations of deck/substrate.

1.9 FIELD INSPECTION SERVICES

- A. Manufacturer's technical representative shall provide the following inspections of the membrane application:
 - 1. Job-start inspection at the beginning of each phase of the project, to review special detailing conditions and substrate preparation.
 - 2. Periodic in-progress inspections throughout duration of the project to evaluate membrane and flashing application.
 - 3. Final punch-list inspection at the completion of each phase of the project prior to installation of any surfacing or overburden materials.
 - 4. Warranty inspection to confirm completion of all punch list items, surfacing, and overburden application.

1.10 DELIVERY, STORAGE, AND PROTECTION

- A. The Contractor together with the Owner or his designated Representative shall define a storage area for all components. The area shall be cool, dry, out of direct sunlight, and in accordance with manufacturer's recommendations and relevant regulatory agencies. Materials shall not be stored in quantities that will exceed design loads, damage substrate materials, hinder installation or drainage.
- B. Store solvent-bearing solutions, resins, additives, inhibitors or adhesives in accordance with the MSDS and/or local fire authority. After partial use of materials replace lids promptly and tightly to prevent contamination.
- C. Roll goods shall be stored horizontally on platforms sufficiently elevated to prevent contact with water and other contaminants. DO NOT use rolls which are wet, dirty or have damaged ends.
- D. Waterproofing materials must be kept dry at all times. If stored outside, raise materials above ground or roof level on pallets and cover with a tarpaulin or other waterproof material. Plastic wrapping installed at the factory should not be used as outside storage covers.
- E. Follow manufacturer's directions for protection of materials prior to and during installation. Do not use materials which have been damaged to the point that they

will not perform as specified. Fleece reinforcing materials must be clean, dry and free of all contaminants.

- F. Copies of all current MSDS for all components shall be kept on site. Provide any and all crew members with appropriate safety data information and training as it relates to the specific chemical compound he or she may be expected to deal with. Each crew member shall be fully aware of first-aid measures to be undertaken in case of incidents. Comply with requirements of OSHA, NIOSH or local governing authority for work place safety.

1.11 ENVIRONMENTAL REQUIREMENTS

- A. Do not apply waterproofing/waterproofing membrane during or with the threat of inclement weather.
- B. Application of cold fluid-applied reinforced unsaturated polyester waterproofing/waterproofing membrane may proceed while air temperature is between 35 and 105 °F (2-40 °C) providing the substrate is a minimum of 5 °F above the dew point.
- C. When ambient temperatures are at or expected to fall below 50 °F (10 °C) or reach 75 °F (24 °C) or higher, follow Membrane System Manufacturer's recommendations for weather related additives and 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.
- E. Where required by the Owner or his designated Representative, Contractor shall implement odor control and elimination measures prior to and during the application of the waterproofing/waterproofing materials. Control/elimination measures shall be field tested at off-hours and typically consists of one (1) or a multiple of the following measures:
 - 1. Sealing of air intakes with activated carbon filters. Install filters in accordance with requirements and recommendations of the filter manufacturer. Seal filters at joints and against building exterior walls to prevent leakage of unfiltered air where required due to size of intake opening. Provide track system to secure filters.
 - 2. Erection and use of moveable enclosure(s) sized to accommodate work area(s) and stationary enclosure for resin mixing station. Enclosure shall be field constructed or pre-manufactured of fire retardant materials in compliance with local code requirements in accordance with requirements of the Owner or his designated Representative. Equipment enclosure(s) with mechanical air intake/ exhaust openings and Odor Control Air Cleaners, as

required to clean enclosed air volume and to prevent odor migration outside the enclosure. Exhaust opening shall be sealed with activated carbon filter.

3. Placement of odor elimination stations inside and outside of the enclosure(s) as required by field condition, in coordination with the Owner or his designated Representative.
4. Protection of Contractor personnel and occupants of the structure and surrounding buildings as necessary to comply with requirements of OSHA, NIOSH and/or governing local authority.
5. When disposing of all refuse or unused materials, observe all EPA, OSHA or local disposal requirements.

1.12 COORDINATION & PROTECTION

- A. Coordinate the work with the installation of associated metal flashings, accessories, appurtenances, etc. as the work of this section proceeds.
- B. Building components shall be protected adequately (with tarp or other suitable material) from soil, stains, or spills at all hoisting points and areas of application. Contractor shall be responsible for preventing damage from any operation under its Contract. Any such damage shall be repaired at Contractor's expense to Owner's satisfaction or be restored to original condition.
- C. Provide barricades, retaining ropes, safety elements (active/passive) and any appropriate signage required by OSHA, NIOSH, and NSC and/or the Owner or designated Representative.
- D. Protect finished waterproofing/waterproofing membrane from damage by other trades. Do not allow waste products containing petroleum, grease, acid, solvents, vegetable or mineral oil, animal oil, animal fat, etc. or direct steam venting to come into direct contact with the membrane.

1.13 MATERIAL SUBSTITUTIONS

- A. Materials proposed for use in the performance of the work that are not specified herein must be submitted to the Owner/Owner's Representative for evaluation no later than ten days prior to bid.

1.14 PRODUCT DELIVERY STORAGE AND HANDLING

- A. Delivery: Deliver materials in the manufacturer's original sealed and labeled containers and in quantities required to allow continuity of application.
- B. Storage: Store closed containers in a cool, dry area away from heat, direct sunlight, oxidizing agents, strong acids, and strong alkalis. Do not store

waterproofing materials at temperatures below 32°F (0°C) or above 85°F (29°C). Keep away from open fire, flame or any ignition source. Store in a well ventilated area.

- C. Handling: Handle all materials in such a manner as to preclude damage and contamination with moisture or foreign matter. Keep away from open fire, flame, or any ignition source. Vapors may form explosive mixtures with air. Avoid skin and eye contact with this material. Avoid breathing fumes when above the Threshold Limit Value (TLV). Do not eat, drink, or smoke in areas where materials are stored or applied.
- D. Damaged Material: Any materials that are found to be damaged or stored in any manner other than stated above shall be automatically rejected, removed and replaced at the Contractor's expense.

1.15 PROJECT/SITE CONDITIONS

- A. Requirements Prior to Job Start
 - 1. Notification: Give a minimum of 5 days' notice to the Owner and manufacturer prior to commencing any work and notify both parties on a daily basis of any change in work schedule.
 - 2. Permits: Obtain all permits required by local agencies and pay all fees which may be required for the performance of the work.
 - 3. Safety: Familiarize every member of the application crew with all fire and safety regulations recommended by OSHA, NIOSH, NRCA and other industry or local governmental groups.
 - a. Workers shall wear a long sleeve shirt with long pants and work boots.
 - b. Workers shall use only butyl rubber or nitrile gloves when mixing or applying cold-fluid waterproofing products.
 - c. Safety glasses with side shields are required for eye protection. Use local exhaust ventilation to maintain worker exposure below the published Threshold Limit Value (TLV). If the airborne concentration poses a health hazard, becomes irritating or exceeds recommended limits, use a NIOSH approved respirator in accordance with OSHA Respirator Protection requirements published under 29 CFR 1910.134.
 - d. The specific type of respirator will depend on the airborne concentration.

- e. A filtering face piece or dust mask is not appropriate for use with this product if TLV filtering levels have been exceeded.

B. Environmental Requirements

- 1. **Precipitation:** Do not apply waterproofing materials during precipitation or in the event there is a probability of precipitation during application. Take adequate precautions to ensure that materials, applied waterproofing, and building interiors are protected from possible moisture damage or contamination.
- 2. **Temperature Restrictions** –Do not apply waterproofing materials if there is a threat of inclement weather. Follow the waterproofing manufacturer's specifications for minimum and maximum ambient, material and substrate temperatures. Do not apply waterproofing materials unless temperatures fall within the resin manufacturer's published range.

- C. Protection Requirements: Membrane Protection:** Provide protection against staining and mechanical damage for newly applied waterproofing and adjacent surfaces.

PART 2 - PRODUCTS

2.1 WATERPROOFING SYSTEM ASSEMBLY

- A. Waterproofing Membrane Assembly:** A membrane assembly consisting a cold-fluid applied high solids, water-activated, waterproofing system. W. R. Meadows Hydralastic 836 SL with Reinforcing Fabric HCR and Mel-Drain. Or approved equal.

- 1. **Field Membrane Construction:** A flexible, cold-fluid applied, moisture cured waterproofing membrane, use in combination with reinforcing fabric to form a monolithic, reinforced membrane.

Hydralastic 836 SL by W.R. Meadows; Hampshire, IL

- 2. **Fabric Membrane Reinforcement:** A spun-bonded polyester cold reinforcing fabric.

Reinforcing Fabric HCR by W.R. Meadows; Hampshire, IL

PART 3 - EXECUTION

3.1 SUBSTRATE EXAMINATION/PREPARATION

- A. General: Ensure that substrates are free from gross irregularities, loose, unsound or foreign material such as dirt, ice, snow, water, grease, oil, bituminous products, release agents, laitance, paint, loose particles/friable matter, rust or any other material that would be detrimental to adhesion of the catalyzed primer and/or resin to the substrate. Some surfaces may require scarifying, sandblasting, or grinding to achieve a suitable substrate. Wipe surfaces with a clean cloth saturated with the specified preparation liquid to remove grease, oils or dust that may affect adhesion and to cured cold-fluid waterproofing membrane.
- B. Concrete Substrate Requirements: Structural concrete shall be cured a minimum of 28 days in accordance with ACI-308, have a minimum compressive strength of 3,500 psi (24 N/mm²) and have a moisture content that conforms with the waterproofing system manufacturer's requirements prior to commencement of work.
- C. Moisture Evaluation: Evaluate the level of moisture in the substrate to determine that moisture levels are acceptable for application of specified waterproofing system. Concrete substrates to receive an application of the specified waterproofing system shall have a maximum moisture content of 6% and be prepared as required to provide acceptable adhesion of the membrane.
- D. Preparation of Existing Concrete/Masonry Substrates to Receive Resin Materials: Existing concrete substrates shall have a minimum compressive strength of 3,500 psi (24 N/mm²). Following evaluation for moisture content and confirmation that the moisture content is at an acceptable level, shot blast or scarify/shot-blast concrete or masonry surfaces to provide a sound substrate free from laitance and residue from bitumen, coal tar, primer, coatings, adhesives, sealer or any material that may inhibit adhesion of the specified primer. Generate a concrete surface profile of CSP-2 to CSP-4 as defined by the ICRI. Grinding may be used as a preparation method for localized areas that cannot be reached by a shot blasting equipment provided that a surface can be prepared to a CSP-2 to CSP 4. Repair spalls and voids on vertical or horizontal surfaces using the specified primer and preparation paste.
- E. Preparation of Concrete Substrates to Modified Bitumen Base Ply: Poured reinforced concrete shall be cured a minimum of 28 days in accordance with ACI-308, with a minimum compressive strength of 3,500 psi (24 N/mm²). Concrete decks shall be fully cured, dry, frost-free, relatively smooth, broom-cleaned and free from release or curing agents. Ensure that the moisture content is at a level suitable for proper application of the primer and waterproofing system components. Level projections or depressions that may interfere with proper application of waterproofing system components. Prime the deck with the specified asphalt primer at the rate of 1 gallon per 100-400 square feet and allow to dry thoroughly.

- F. Repair and Leveling of Concrete Substrate to Receive Resin Materials: Before application of the waterproofing membrane, and after priming, fill all joints, cracks, voids, fractures, depressions, small indentations, and low areas in the substrate using the specified paste or repair mortar.
- G. Concrete Substrate Repair: Prime areas of the concrete substrate intended for repair using the specified PMMA primer. Fill the areas using the specified paste or repair mortar and allow to catalyze. Follow the paste or repair mortar manufacturer's published minimum and maximum product thickness limitations per lift.

3.2 FLASHING AND FIELD MEMBRANE APPLICATION

- A. Base Flashing Application:
 - 1. Pre-cut fleece to ensure a proper fit at transitions and corners prior to membrane application.
 - 2. Apply an even, generous base coat of waterproofing material in accordance with the application procedures of the manufacture.

3.3 FIELD QUALITY CONTROL AND INSPECTIONS

- A. Site Condition. All areas around job site shall be free of debris, waterproofing materials, equipment, and related items after completion of job.
- B. Notification Of Completion: Notify the manufacturer by means of manufacturer's printed Notification of Completion form of job completion in order to schedule a final inspection date.
- C. Final Inspection:
 - 1. Drain Verification: At final inspection of all work, verify that all drains, scuppers, etc., are functioning properly. Drains shall have adequate strainers.
- D. Issuance Of The Guarantee. Complete all post installation procedures and meet the manufacturer's final endorsement for issuance of the specified guarantee.

END OF SECTION 07 45 30

SECTION 07 62 00 - SHEET METAL FLASHING AND TRIM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following sheet metal flashing and trim:
 - 1. Formed wall flashing and trim.
- B. Related Sections include the following:
 - 1. Section: 074530 - Cold Fluid Applied Waterproofing Membrane

1.3 PERFORMANCE REQUIREMENTS

- A. General: Install sheet metal flashing and trim to withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failing, rattling, leaking, and fastener disengagement.
- B. Fabricate and install roof edge flashing and copings capable of resisting the following forces according to recommendations in FMG Loss Prevention Data Sheet 1-49:
 - 1. Wind Zone 2: For velocity pressures of 31 to 45 lbf/sq. ft.: 90-lbf/sq. ft. perimeter uplift force, 120-lbf/sq. ft. corner uplift force, and 45-lbf/sq. ft. outward force.
- C. Thermal Movements: Provide sheet metal flashing and trim that allow for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures by preventing buckling, opening of joints, hole elongation, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Provide clips that resist rotation and avoid shear stress as a result of sheet metal and trim thermal movements. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
 - 1. Temperature Change (Range): 120 deg F, ambient; 180 deg F, material surfaces.
- D. Water Infiltration: Provide sheet metal flashing and trim that do not allow water infiltration to building interior.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
- B. Shop Drawings: Show layouts of sheet metal flashing and trim, including plans and elevations. Distinguish between shop- and field-assembled work. Include the following:
 - 1. Identify material, thickness, weight, and finish for each item and location in Project.
 - 2. Details for forming sheet metal flashing and trim, including profiles, shapes, seams, and dimensions.
 - 3. Details for fastening, joining, supporting, and anchoring sheet metal flashing and trim, including fasteners, clips, cleats, and attachments to adjoining work.
 - 4. Details of expansion-joint covers, including showing direction of expansion and contraction.
- C. Samples for Initial Selection: For each type of sheet metal flashing and trim indicated with factory-applied color finishes.
 - 1. Include similar Samples of trim and accessories involving color selection.
- D. Samples for Verification: For each type of exposed finish required, prepared on Samples of size indicated below:
 - 1. Sheet Metal Flashing: 12 inches long. Include fasteners, cleats, clips, closures, and other attachments.
 - 2. Trim: 12 inches long. Include fasteners and other exposed accessories.
 - 3. Accessories: Full-size Sample.

1.5 QUALITY ASSURANCE

- A. Sheet Metal Flashing and Trim Standard: Comply with SMACNA's "Architectural Sheet Metal Manual." Conform to dimensions and profiles shown unless more stringent requirements are indicated.
 - 1. Copper Standard: Comply with CDA's "Copper in Architecture Handbook."

- B. Mockups: Build mockups to demonstrate aesthetic effects and set quality standards for fabrication and installation.
 - 1. Build mockup of typical counter flashing, approximately 48 inches long, including seams, attachments, underlayment, and accessories.
 - 2. Approval of mockups is for other material and construction qualities specifically approved by Architect in writing.
 - 3. 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.
 - 4. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.
- C. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination."
 - 1. Meet with Owner, Architect, Owner's insurer if applicable, Installer, and installers whose work interfaces with or affects sheet metal flashing and trim including installers of roofing materials, roof accessories, unit skylights, and roof-mounted equipment.
 - 2. Review methods and procedures related to sheet metal flashing and trim.
 - 3. Examine substrate conditions for compliance with requirements, including flatness and attachment to structural members.
 - 4. Document proceedings, including corrective measures and actions required, and furnish copy of record to each participant.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver sheet metal flashing materials and fabrications undamaged. Protect sheet metal flashing and trim materials and fabrications during transportation and handling.
- B. Unload, store, and install sheet metal flashing materials and fabrications in a manner to prevent bending, warping, twisting, and surface damage.
- C. Stack materials on platforms or pallets, covered with suitable weathertight and ventilated covering. Do not store sheet metal flashing and trim materials in contact with other materials that might cause staining, denting, or other surface damage.

1.7 COORDINATION

- A. Coordinate installation of sheet metal flashing and trim with interfacing and adjoining construction to provide a leakproof, secure, and noncorrosive installation.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:
 - 1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products specified.

2.2 SHEET METALS

- A. Stainless-Steel Sheet: ASTM A 240/A 240M, Type 304.
 - 1. Finish: No. 2D (dull, cold rolled).

2.3 UNDERLAYMENT MATERIALS

- A. Felts: ASTM D 226, Type II (No. 30), asphalt-saturated organic felt, nonperforated.
- B. Slip Sheet: Rosin-sized paper, minimum 3 lb/100 sq. ft..

2.4 MISCELLANEOUS MATERIALS

- A. General: Provide materials and types of fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation.
- B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads.
 - 1. Exposed Fasteners: Heads matching color of sheet metal by means of plastic caps or factory-applied coating.
 - 2. Fasteners for Flashing and Trim: Blind fasteners or self-drilling screws, gasketed, with hex washer head.
 - 3. Blind Fasteners: High-strength aluminum or stainless-steel rivets.

- C. Solder for Stainless Steel: ASTM B 32, Grade Sn60, with acid flux of type recommended by stainless-steel sheet manufacturer.
- D. Sealing Tape: Pressure-sensitive, 100 percent solids, polyisobutylene compound sealing tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape.
- E. Elastomeric Sealant: ASTM C 920, elastomeric silicone polymer sealant; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.
- F. Butyl Sealant: ASTM C 1311, single-component, solvent-release butyl rubber sealant, polyisobutylene plasticized, heavy bodied for hooked-type expansion joints with limited movement.
- G. Epoxy Seam Sealer: Two-part, noncorrosive, aluminum seam-cementing compound, recommended by aluminum manufacturer for exterior nonmoving joints, including riveted joints.
- H. Bituminous Coating: Cold-applied asphalt mastic, SSPC-Paint 12, compounded for 15-mil dry film thickness per coat. Provide inert-type noncorrosive compound free of asbestos fibers, sulfur components, and other deleterious impurities.
- I. Asphalt Roofing Cement: ASTM D 4586, asbestos free, of consistency required for application.

2.5 WALL SHEET METAL FABRICATIONS

- A. Counter Flashing: Fabricate continuous flashings in minimum 96-inch- long, but not exceeding 12 foot long, sections, where indicated. Fabricate from the following material:
 - 1. Stainless Steel: 0.0188 inch (0.477 mm) thick.

2.6 FINISHES

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Protect mechanical and painted finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- C. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations

in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, to verify actual locations, dimensions and other conditions affecting performance of work.
 - 1. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.
 - 2. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION, GENERAL

- A. General: Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement. Use fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.
 - 1. Torch cutting of sheet metal flashing and trim is not permitted.
- B. Metal Protection: Where dissimilar metals will contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with bituminous coating or by other permanent separation as recommended by fabricator or manufacturers of dissimilar metals.
 - 1. Coat side of uncoated aluminum, stainless-steel and lead sheet metal flashing and trim with bituminous coating where flashing and trim will contact wood, ferrous metal, or cementitious construction.
 - 2. Underlayment: Where installing metal flashing directly on cementitious or wood substrates, install a course of felt underlayment and cover with a slip sheet or install a course of polyethylene underlayment.
 - 3. Bed flanges in thick coat of asphalt roofing cement where required for waterproof performance.
- C. Install exposed sheet metal flashing and trim without excessive oil canning, buckling, and tool marks.
- D. Install sheet metal flashing and trim true to line and levels indicated. Provide uniform, neat seams with minimum exposure of solder, welds, and elastomeric sealant.

- E. Install sheet metal flashing and trim to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
 - 1. Space cleats not more than 12 inches apart. Anchor each cleat with two fasteners. Bend tabs over fasteners.
- F. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 10 feet with no joints allowed within 24 inches of corner or intersection. Where lapped or bayonet-type expansion provisions cannot be used or would not be sufficiently watertight, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with butyl sealant concealed within joints.
- G. Fasteners: Use fasteners of sizes that will penetrate substrate not less than 1-1/4 inches for nails and not less than 3/4 inch for wood screws.
 - 1. Galvanized or Prepainted, Metallic-Coated Steel: Use stainless-steel fasteners.
 - 2. Aluminum: Use aluminum or stainless-steel fasteners.
 - 3. Copper: Use copper, hardware bronze, or stainless-steel fasteners.
 - 4. Stainless Steel: Use stainless-steel fasteners.
- H. Seal joints with elastomeric sealant as required for watertight construction.
 - 1. Where sealant-filled joints are used, embed hooked flanges of joint members not less than 1 inch into sealant. Form joints to completely conceal sealant. When ambient temperature at time of installation is moderate, between 40 and 70 deg F set joint members for 50 percent movement either way. Adjust setting proportionately for installation at higher ambient temperatures. Do not install sealant-type joints at temperatures below 40 deg F.
 - 2. Prepare joints and apply sealants to comply with requirements in Division 07 Section "Joint Sealants."
- I. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter. Pre-tem edges of sheets to be soldered to a width of 1-1/2 inches except where pre-tinned surface would show in finished Work.
 - 1. Do not solder prepainted, metallic-coated steel and aluminum sheet.
 - 2. Pre-tinning is not required for lead-coated copper, zinc-tin alloy-coated stainless steel, and lead.

3. Stainless-Steel Soldering: Pre-tin edges of uncoated sheets to be soldered using solder recommended for stainless steel and phosphoric acid flux. Promptly wash off acid flux residue from metal after soldering.
 4. Copper Soldering: Tin uncoated copper surfaces at edges of sheets using solder recommended for copper work.
 5. Where surfaces to be soldered are lead coated, do not tin edges, but wire brush lead coating before soldering.
 6. Lead-Coated Copper Soldering: Wire brush edges of sheets before soldering.
 7. Do not use open-flame torches for soldering. Heat surfaces to receive solder and flow solder into joints. Fill joints completely. Completely remove flux and spatter from exposed surfaces.
- J. Aluminum Flashing: Rivet or weld joints in uncoated aluminum where necessary for strength.

3.3 ROOF DRAINAGE SYSTEM INSTALLATION

- A. General: Install sheet metal roof drainage items to produce complete roof drainage system according to SMACNA recommendations and as indicated. Coordinate installation of roof perimeter flashing with installation of roof drainage system.

3.4 ROOF FLASHING INSTALLATION

- A. General: Install sheet metal roof flashing and trim to comply with performance requirements, sheet metal manufacturer's written installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, set units true to line, and level as indicated. Install work with laps, joints, and seams that will be permanently watertight.
- B. Copings: Anchor to resist uplift and outward forces according to recommendations in FMG Loss Prevention Data Sheet 1-49 for specified wind zone and as indicated.
1. Interlock exterior bottom edge of coping with continuous cleats anchored to substrate at 16-inch centers.
- C. Counterflashing: Coordinate installation of counterflashing with installation of base flashing. Insert counterflashing in reglets or receivers and fit tightly to base flashing. Extend counterflashing 4 inches over base flashing. Lap counterflashing joints a minimum of 4 inches and bed with butyl sealant.

1. Secure in a waterproof manner by means of snap-in installation and sealant or lead wedges and sealant.

3.5 WALL FLASHING INSTALLATION

- A. General: Install sheet metal wall flashing to intercept and exclude penetrating moisture according to SMACNA recommendations and as indicated.

3.6 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Clean and neutralize flux materials. Clean off excess solder and sealants.
- C. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed. On completion of installation, clean finished surfaces, including removing unused fasteners, metal filings, pop rivet stems, and pieces of flashing. Maintain in a clean condition during construction.
- D. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION 07 62 00

SECTION 07 92 00 – JOINT SEALANTS

PART 1 – GENERAL

1.1 WORK OF THIS SECTION INCLUDES

Sealant at new Fire Alarm Devices, Cabinets, Panels and where required at other locations.

1.2 SUBMITTALS

- A. Product Data: Catalog sheets, specifications, and installation instructions for each product specified except miscellaneous materials.
- B. Samples:
 - 1. Sealants: One pint or standard tube.
 - 2. Joint Fillers: 12 inch long section
 - 3. Joint Primer/Sealer/Conditioners: One pint.
 - 4. Bond Breaker Tape: 12 inch long section.

1.3 QUALITY ASSURANCE

- A. Container Labels: Include manufacturer's name, trade name of product, kind of material, federal specification number (if applicable), expiration date packaging date or batch number and expiration date.

1.4 PROJECT CONDITIONS

- A. Environmental Requirements:
 - 1. Temperature: Unless otherwise approved or recommended in writing by the sealant manufacturer, do not install sealants at temperatures below 40 degrees F or above 85 degrees F for non silicone sealants.
 - 2. Humidity and Moisture: Do not install the Work of this section under conditions that are detrimental to the application, curing, and performance of the materials.
 - 3. Ventilation: Provide sufficient ventilation wherever sealants, primers, and other similar materials are installed in enclosed spaces. Follow manufacturer's recommendations.
- B. Protection:
 - 1. Protect all surfaces adjacent to sealants with non-staining removable tape or other approved covering to prevent soiling or staining.

2. Protect all other surfaces in the Work area with tarps, plastic sheets, or other approved coverings to prevent defacement from droppings.

PART 2 – PRODUCTS

2.1 SEALANTS

- A. One-part acrylic or elastomeric sealant for sealing small joints; PTI 200 or Tremco Small Joint Sealant, Pecora AC-20.
- B. Sealant Colors: For exposed materials provide color as indicated or, if not indicated, submit to the Architect from manufacturer's standard colors for their selection. For concealed materials, provide the natural color which has the best overall performance characteristics.

2.2 MISCELLANEOUS MATERIALS

- A. Joint Primer/Sealer/Conditioner: As recommended by the sealant manufacturer for the particular joint surface materials and conditions.
- B. Bond Breaker Tape: Polyethylene or other plastic tape as recommended by the sealant manufacturer; non-bonding to sealant; self adhesive where applicable.
- C. Cleaning Solvents: Oil free solvents as recommended by the sealant manufacturer. Do not use re-claimed solvents.
- D. Masking Tape: Removable paper or fiber tape, self-adhesive, non-staining.

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Examine all joint surfaces for conditions that may be detrimental to the performance of the completed Work. Do not proceed until satisfactory corrections have been made.

3.2 PREPARATION

- A. Clean joint surfaces immediately before installation of sealant and other materials specified in this Section.
 1. Remove all loose materials, dirt, dust, rust, oils and other foreign matter that will impair the performance of materials installed under this Section.

3.3 SEALANT INSTALLATION

- A. Except as shown or specified otherwise, install sealants in accordance with the manufacturer's printed instructions.
- B. Install sealants with ratchet hand gun or other approved mechanical gun. Where gun application is impractical, install sealant by knife or by pouring as applicable.
- C. If low temperature makes application difficult, preheat sealants using manufacturer's recommended heating equipment.
- D. Finishing: Tool all vertical, non-sag sealants so as to compress the sealant, eliminating all air voids and providing a neat smoothly finished joint. Provide slightly concave joint surface, unless otherwise indicated or recommended by the manufacturer.
 - 1. Use tool wetting agents as recommended by the sealant manufacturer.

3.4 CLEANING

- A. Immediately remove misapplied sealant and droppings from metal surfaces with solvents and wiping cloths. On other materials, remove misapplied sealant and droppings by methods and materials recommended in writing by the manufacturer of the sealant material.
- B. After sealants are applied and before skin begins to form on sealant, remove all masking and other protection and clean up remaining defacement caused by the Work.

END OF SECTION 07 92 00

SECTION 32 13 00 - CONCRETE PAVING

PART 1 – GENERAL

1.1 RELATED WORK SPECIFIED ELSEWHERE

- A. Earthwork: Section 31 00 00.
- B. Concrete Paving Joint Sealants: Section 32 13 73.

1.2 REFERENCES

- A. Comply with American Concrete Institute, ACI 301-05, for the Work of this Section unless otherwise indicated on the drawings or specified.

1.3 SUBMITTALS

- A. Product Data:
 - 1. Concrete Design Mix: Submit proposed concrete design mix together with name and location of batching plant at least 28 days prior to the start of concrete work.
 - 2. Portland Cement: Brand and Manufacturer's name.
 - 3. Air-entraining Admixture: Brand and manufacturer's name.
 - 4. Water-reducing or High Range Water-reducing Admixture: Brand and manufacturer's name.
 - 5. Curing and Anti-Spalling Compound: Manufacturer's specifications and application instructions.
 - 6. Fibrous Concrete Reinforcement: Manufacturer's specifications, and batching and mixing instructions for fibrous concrete reinforcement.
- B. Performance Criteria Submittals:
 - 1. Certifications:
 - a. Submit written certification from the product manufacturers to verify the product information supplied.
 - b. Submit written certification to verify the amount of recycled material, by weight included in the concrete design mix.
 - 2. Product Data Sheets: Submit written certification that the materials meet the Performance criteria, as stated in the QUALITY ASSURANCE Article below. Stamp each Product Data Sheet and initial or sign the stamp to that the submitted products are the products installed in the project.
 - 3. Material Safety Data Sheets, for all applicable products. If the material data sheets do not contain the VOC content in grams per

liter, then other manufacturer certification of VOC levels must be provided.

1.4 QUALITY ASSURANCE

- A. Concrete batching plants shall be currently approved as concrete suppliers by the New York State Department of Transportation.
- B. Fibrous Concrete Reinforcement:
 - 1. Certificates: Affidavit by the concrete supplier certifying that approved fibrous concrete reinforcement in the required amount per cubic yard was added to and properly mixed into each batch of concrete discharged at the site.
- C. Performance Criteria: The following criteria are required for the products included in this section:
 - 1. Cast-in-place Concrete shall contain post-industrial and/or post-consumer recycled content as follows:
 - a. Fly Ash: Concrete shall incorporate fly ash as a replacement for 15 percent (by weight) of the Portland cement. All design mixes are subject to review and approval by the Director.
 - b. GGBF (Ground Granulated Blast Furnace) Slag: Concrete shall incorporate GGBF slag as a replacement for at least 20 percent (by weight) of the Portland cement. All design mixes are subject to review and approval by the Director.
 - c. Certification of recycled content shall be in accordance with the SUBMITTALS Article above.
 - d. Recycled Steel: Reinforcing bar, steel wire, welded wire fabric, and miscellaneous steel accessories shall contain a minimum of 35 percent (combined) post-industrial/post-consumer recycled content (the percentage of recycled content is based on the weight of the component materials).

1.5 DELIVERY

- A. Batch Ticket Information: Indicate on the delivery ticket the type, brand, and amount of fibrous concrete reinforcement material added to each batch of concrete.

PART 2 – PRODUCTS

2.1 MATERIALS

**FASHION INSTITUTE OF TECHNOLOGY
COED RESIDENCE HALL
REAR WALL REPLACEMENT**

PROJECT NO. C1631

- A. Cast-In-Place Concrete: Normal weight, air entrained concrete with a minimum compressive strength of 4,000 psi at the end of 28 days.
 - 1. Design Air Content: ASTM C 260, and on the New York State Department of Transportation's current "Approved List"; 6 percent by volume plus or minus 1.5 percent.
 - 2. Cement: ASTM C 150 Type I or II Portland cement. Minimum 6.5 bags or 611 pounds per cubic yard.
 - 3. Water: Potable.
 - 4. Slump: Between 2 and 4 inches; except when a water-reducing admixture is used maximum slump shall be 6 inches and when a high range water reducing admixture is used maximum slump shall be 8 inches.
 - 5. Water-reducing Admixture: ASTM C 494 Type A and on the New York State Department of Transportation's current "Approved List".
 - 6. High Range Water-reducing Admixture: ASTM C 494 Type F and on the New York State Department of Transportation's current "Approved List".

- B. Chemical Curing and Anti-Spalling Compound: ASTM C-309, Type 1D or 2, Class B, with minimum 18 percent total solids content. No thinning of material allowed. The volatile organic compound (VOC) content of concrete curing compounds shall meet requirements of the EPA national AIM VOC regulations.
 - 1. Lin-Seal White by W.R. Meadows, Inc., PO Box 338, Hampshire, IL 60140-0038, (800) 342-5976, www.wrmeadows.com.
 - 2. KUREZ W VOX or KUREZ VOX WHITE PIGMENTED by The Euclid Chemical Company, 19218 Redwood Road, Cleveland, OH 44110, (800) 321-7628, www.euclidchemical.com.
 - 3. Thinfilm 422 by Kaufman Products, Inc. 3811 Curtis Avenue, Baltimore, MD 21226, (800) 637-6372, www.kaufmanproducts.net.

- C. Fabric Reinforcement: Flat sheets of 6 x 6 - W2.9 x W2.9 ASTM A 185, welded wire fabric.

- D. Fibrous Concrete Reinforcement: Collated Fibrillated type; ASTM C 1116 and ASTM C 1018, 100 percent virgin, homopolymer polypropylene fibers specifically manufactured for use as concrete reinforcement. Fiber Length: 3/4 to 1 1/2 inch. Specific Gravity: 0.9.
 - 1. Grace Fibers by W.R. Grace & Company – Conn., Construction Products, 62 Whittemore Ave., Cambridge, MA 02140-1692, (877) 423-6491 www.na.graceconstruction.com.
 - 2. Fibermesh by Propex Concrete Systems Corp., 6025 Lee Highway, Suite 425, PO Box 22788, Chattanooga, TN 37422, (800) 621-1273, www.fibermesh.com.

3. FORTA Econo-Mono by Forta Corporation, 100 Forta Dr., Grove City, PA 16127-6399, (800) 245-0306, www.fortacorp.com.
4. ProMesh Fibrillated Fibers by Pro Mesh Fiber Systems, Division of Canada Cordage Inc., 50 Ottawa St. S., Kitchener, Ontario, Canada N2G 3S7, (877) 224-2673, www.promesh.com.

PART 3 – EXECUTION

3.1 PREPARATION

- A. Set forms true to line and grade and anchor rigidly in position.
- B. Space expansion joints equally at not more than 50'-0" on center unless otherwise indicated.
- C. Place joint filler at expansion joints and where new concrete abuts existing concrete paving and fixed structures or appurtenances. Protect the top edge of the joint filler during concrete placement with a temporary cap and remove after concrete has been placed.
- D. Space control joints – 5'-0" o.c. unless otherwise indicated.

3.2 PLACEMENT OF FABRIC REINFORCEMENT

- A. Prior to placement, clean reinforcement thoroughly of mill and rust scale and of coatings that could destroy or reduce bond.
- B. Install fabric reinforcement midway between the top and bottom of the concrete slab. Use one of the following methods to ensure the final location of reinforcement at the mid-slab location:
 1. Prior to placing concrete, place fabric reinforcement midway between top and bottom of the slab and secure against displacement with the use of chair carriers, or other approved materials.

OR

 2. Pour one half the final thickness of concrete. Place fabric reinforcement in the wet concrete. Immediately place the remaining concrete to achieve the required final slab thickness.
- C. Lap edges and ends of adjoining sheets of fabric reinforcement at least half the mesh width. Offset end laps in adjacent sheets to prevent continuous joints at ends. Interrupt reinforcement at expansion joints, stopping 2 inches from edges.

3.2 PLACEMENT OF FIBER REINFORCEMENT

- A. Add required amount of fibrous concrete reinforcement to the concrete and mix in accordance with fiber manufacturer's batching and mixing instructions.
- B. Fibers shall be uniformly dispersed in the concrete, and concrete shall be free of fiber balls or lumps when discharged at the Site.

3.3 PLACING CONCRETE

- A. Consolidate concrete by spading, rodding, forking, or using an approved vibrator eliminating all air pockets, stone pockets, and honeycombing. Work and float concrete surface so as to produce a uniform texture.
- B. Locate construction joints (if any) at expansion joints.

3.4 FINISHING AND CURING

- A. Wait until bleeding is stopped before final finishing operations.
- B. Keep surface damp but not wet between initial strike off and final finish.
 - 1. Utilize a fog spray, evaporative inhibitor, or midrange water reducer that is compatible with supplementary cementing materials to help control the amount of surface drying of the fresh concrete.
- C. Use minimal working of the surface during finishing.
- D. Utilize a magnesium or wood float.
- E. Avoid the use of steel finishing trowels and utilize a concrete finishing machine when possible.
- F. Finish edges of walk and expansion joints with a 1/4 inch radius edging tool.
- G. Provide broom finish for walk surfaces.
- H. Apply curing and anti-spalling compound in accordance with the manufacturer's printed instructions.
- I. Apply curing immediately after final finish.
- J. Saw cut control joints one inch deep after the concrete has set. Space control joints equally between expansion joints at approximately 5'-0" on center, except where a different spacing is shown on the drawings.

END OF SECTION 32 13 00

SECTION 32 13 73 - CONCRETE PAVING JOINT SEALANTS

PART 1 – GENERAL

1.1 RELATED WORK SPECIFIED ELSEWHERE

- A. Portland Cement Concrete Paving: Section 32 13 00.
- B. Unit Paving: Section 32 14 16.

1.2 SUBMITTALS

- A. Product Data: Catalog sheets, specifications, and installation instructions for each product specified except miscellaneous materials.

1.3 QUALITY ASSURANCE

- A. Container Labels: Include manufacturer's name, trade name of product, kind of material, federal specification number (if applicable), expiration date (if applicable) and packaging date or batch number.

1.4 PROJECT CONDITIONS

- A. Environmental Conditions:
 - 1. Temperature: Unless otherwise approved or recommended in writing by the sealant manufacturer, do not install sealants at temperatures below 40 degrees F or above 85 degrees F.
 - 2. Humidity and Moisture: Do not install the Work under this Section under conditions that are detrimental to the application, curing and performance of the specified materials.
- B. Protection:
 - 1. Protect all surfaces adjacent to sealants with non-staining removable tape or other approved covering to prevent soiling or staining.

PART 2 – PRODUCTS

2.1 SEALANTS

- A. Type 1B Sealant:
 - 1. For Horizontal Joints: One-part, self-leveling silicone or polyurethane sealant for traffic bearing construction; Bostik Chem-Calk 955-SL, Tremco Vulkem 45, Pecora Urexpan NR-201,

Pecora 300-SL, Pecora 310-SL, Sika Sikaflex-1CSL, Dow Corning CCS.

2. For Vertical Joints: One-part, non-sag silicone or polyurethane sealant; Tremco Vulkem 116, Pecora Dynatrol I, Sika Sikaflex Textured Sealant, Dow Corning CCS or CWS, Pecora 301-NS, Pecora 311-NS.

2.2 JOINT FILLERS

- A. Cork Joint Filler: Resilient, non-extruding type premoulded cork units; ASTM D 1752 Type II.
- B. Closed Cell Polyurethane Joint Filler: Resilient, compressible, semi-rigid; W.R. Meadows' Ceramar or A.C. Horn's Closed Cell Plastic Foam Filler, Code 5401.
- C. Self-Expanding Cork Joint Filler: Resilient, non-extruding type premoulded cork units; ASTM D 1752, Type III.

2.3 MISCELLANEOUS MATERIALS

- A. Joint Primer/Sealer/Conditioner: As recommended by the sealant manufacturer for the particular joint surface materials and conditions.
- B. Backer Rod: Compressible rod stock or expanded, extruded polyethylene.
- C. Bond Breaker Tape: Polyethylene or other plastic tape as recommended by the sealant manufacturer; non-bonding to sealant.
- D. Cleaning Solvents: Oil free solvents as recommended by the sealant manufacturer. Do not use re-claimed solvents.
- E. Masking Tape: Removable paper or fiber tape, self-adhesive, non-staining.

2.4 COLOR OF MATERIALS

- A. For exposed materials furnish color as indicated, or if not indicated, as selected by the Architect from the manufacturer's standard colors. For concealed materials, provide the natural color which has the best overall performance characteristics.

PART 3 – EXECUTION

3.1 PREPARATION

- A. Clean joint surfaces immediately before installation of sealant and other materials specified in this Section.
 - 1. Remove all loose materials, dirt, dust, rust, oils and other foreign matter that will impair the performance of materials installed under this Section. When necessary or when directed, wire brush, grind, or acid etch to thoroughly clean joint surfaces.

3.2 JOINT FILLER INSTALLATION

- A. Set joint fillers at proper depth and position as required for installation of bond breakers, backer rods and sealants. Do not leave voids or gaps between the ends of joint filler units.
 - 1. Smooth Edged Joints: For joints between two concrete slabs or where new concrete abuts smooth edged materials use either filler as specified.
 - 2. Irregular Edged Joints: For joints where new concrete abuts granite curbs or other irregular edges use closed cell polyurethane joint filler.

3.3 BACKER ROD AND BOND BREAKER TAPE INSTALLATION

- A. Install bond breaker tape in relaxed condition as it comes off the roll. Do not stretch the tape. Lap individual lengths.
- B. Provide backer rod of sufficient size to fill the joint width at all points in a compressed state. Compress backer rod at the widest part of the joint by a minimum of 25 percent. Do not cut or puncture the surface skin of the rod.

3.4 SEALANT INSTALLATION

- A. Except as shown or specified otherwise, install sealants in accordance with the manufacturer's printed instructions.
- B. Prime joint surfaces which are to receive Type 1A Sealant. Do not allow the primer to spill or migrate onto adjoining surfaces.
- C. Apply sealant with ratchet hand gun or other approved mechanical gun. Where gun application is impractical, apply sealant by knife or by pouring as applicable.
- D. Finishing: Tool all vertical, non-sag sealants so as to compress the sealant and eliminate air voids. Provide a neat smoothly finished joint with a slightly concave surface unless otherwise indicated or recommended by the manufacturer.

1. Use tool wetting agents as recommended by the sealant manufacturer.

3.5 CLEANING

- A. Immediately remove misapplied sealant and drippings from metal surfaces with solvents and wiping cloths. On other materials, remove misapplied sealant and droppings by methods and materials recommended in writing by the manufacturer of the sealant material.
- B. After sealants are applied and before skin begins to form on sealant, remove all masking and other protection and clean up any remaining defacement caused by the Work.

END OF SECTION 32 13 73

EXHIBIT D: DRAWINGS

Fashion Institute of Technology

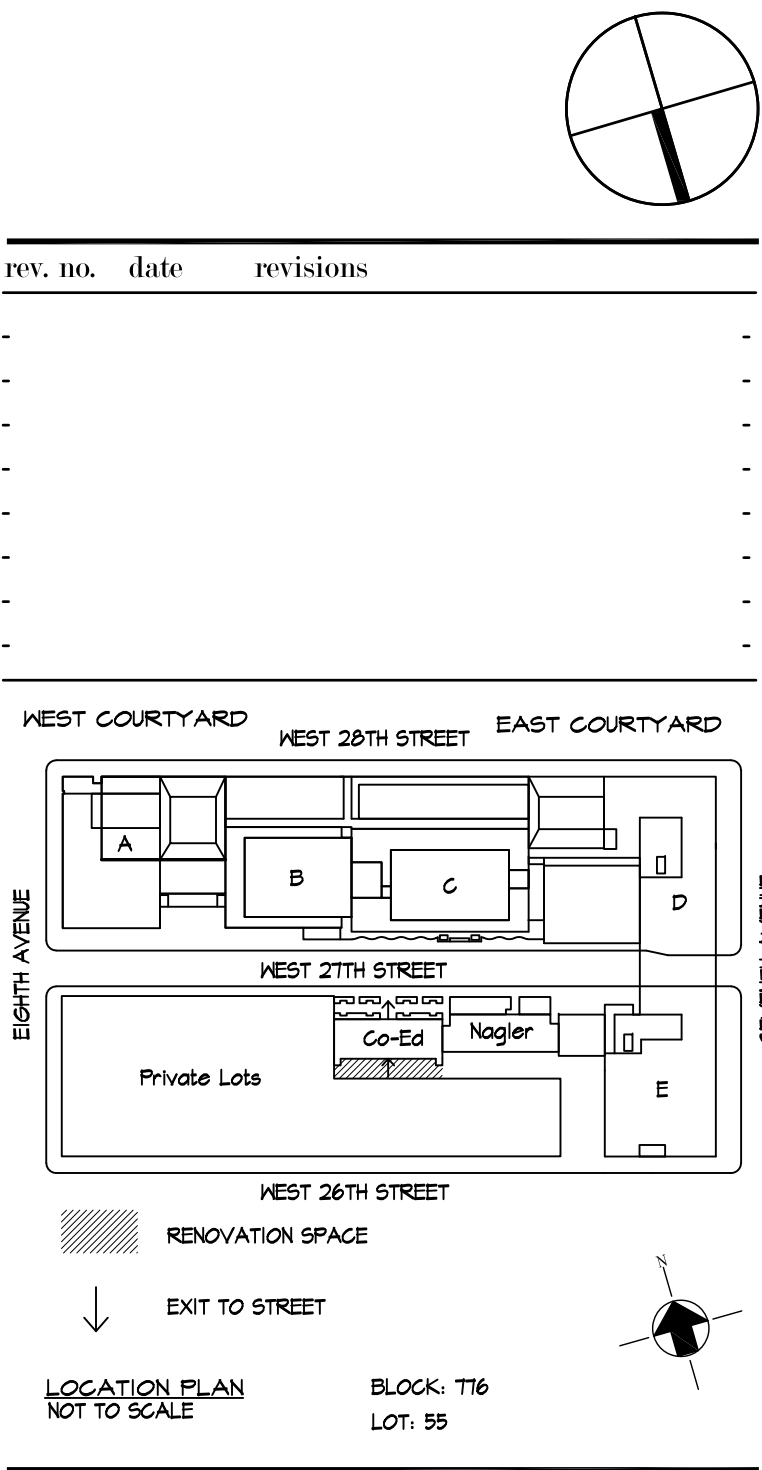
State University of New York

COED Rear Wall Replacement
COED Residence Hall
230 West 27th Street
New York, NY 10001

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

443 Park Avenue South
New York, NY 10016

May 1, 2025



Waterproofing Consultant
CANY Technical Services LLC
104 West 29th Street, 5th Floor, NY, NY 10001
t.212-414-9623

Structural Engineer
Alan Margolin & Associates
420 Lexington Ave, Suite 2738, NY, NY 10170
t.212-867-6720

Fashion Institute of Technology
340 8TH AVENUE
NEW YORK, NY 10001

David Smotrich & Partners LLP
Architects/Planners

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

PROJECT:
COED REAR WALL REPLACEMENT
COED RESIDENCE HALL
230 WEST 27TH STREET
NEW YORK NY 10001

DRAWING TITLE:
COVER SHEET

SEAL & SIGNATURE:	DATE: 5.1.2025
	PROJECT No: 22320.11
	DRAWING BY: OD
	CHK BY: DH & CK
	DWG No:
	T-000.00
SCALE: N.T.S.	1 of 8

Material Designations		Graphic Symbols		General Notes		Drawing List	
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GYPSUM DRYWALL/ CEMENT FILL

INSULATION (LOOSE OR BATT)

INSULATION (RIGID)

METAL (SMALL SCALE)

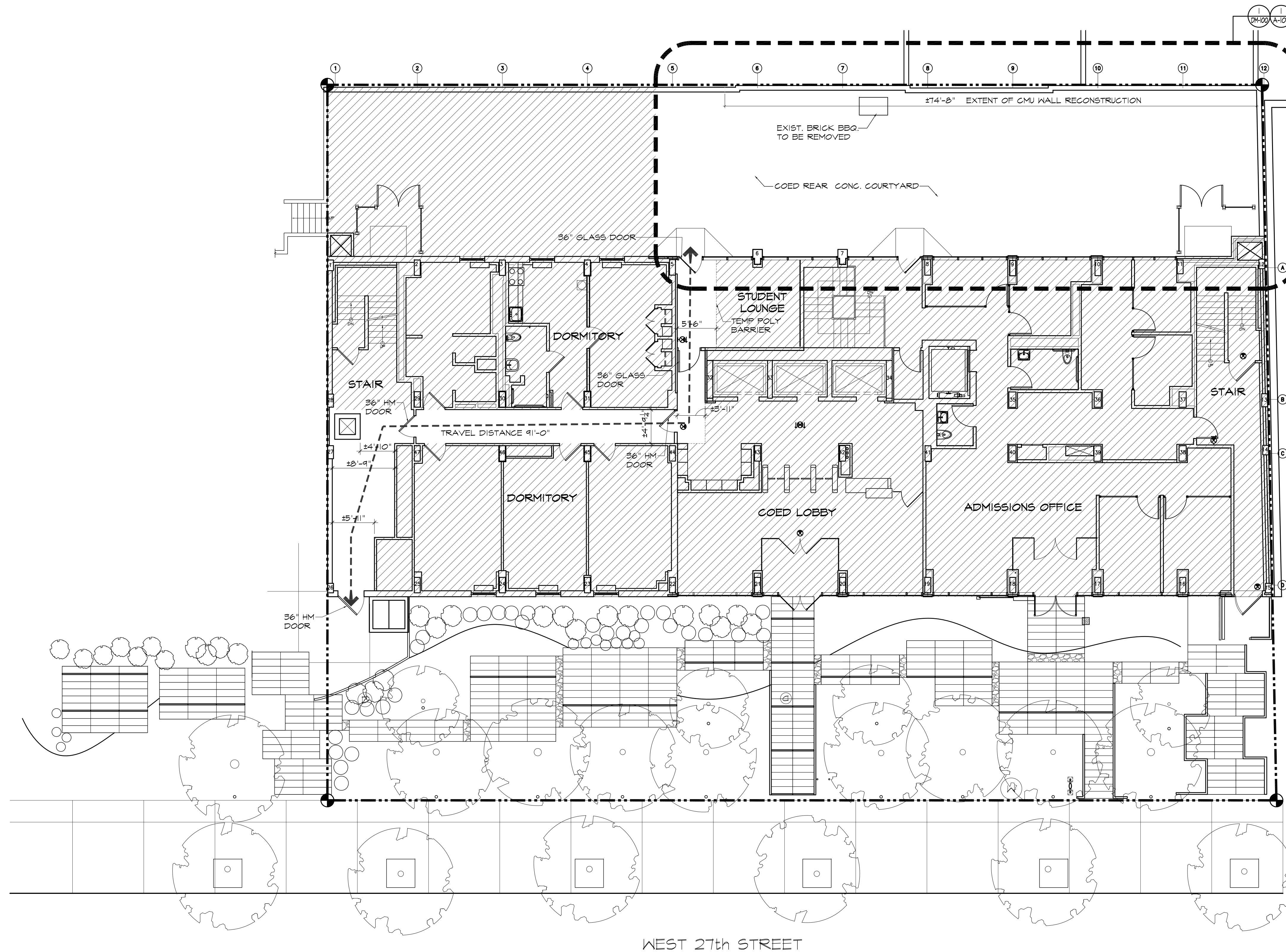
PLYWOOD

STEEL (LARGE SCALE)

TILE - CERAMIC, ACOUSTIC, VCT

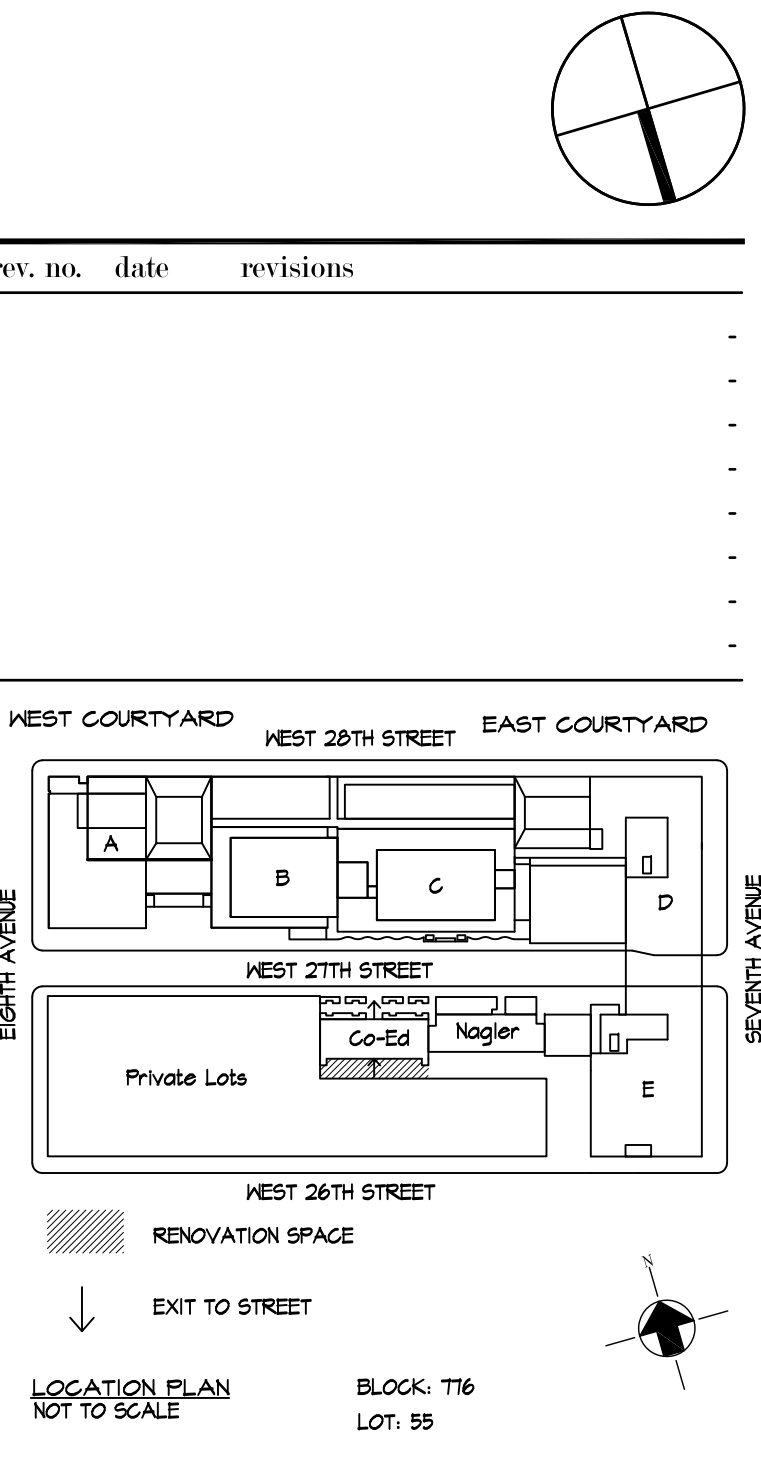
WOOD, FINISHED

WOOD, ROUGH



6-002 COED - SITE ACCESS PLAN & KEY PLAN
SCALE: 1/8" = 1'-0"

- LEGEND:
- N.I.C.
 - PROPERTY LINE
 - AREA OF WORK
 - ACCESS TO SITE



Waterproofing Consultant
CANY Technical Services LLC
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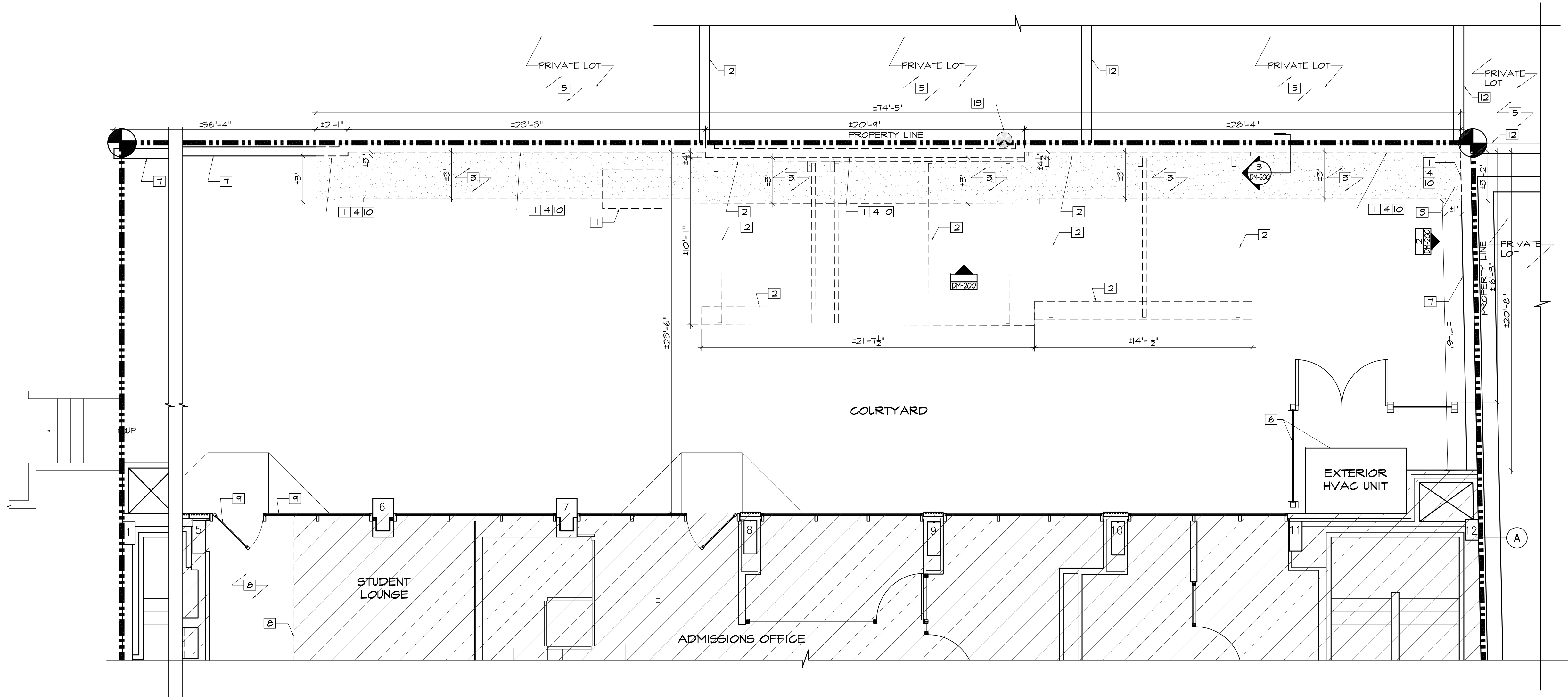
David Smotrich & Partners LLP
Architects/Planners

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

PROJECT:
COED REAR WALL REPLACEMENT
COED RESIDENCE HALL
230 WEST 27TH STREET
NEW YORK NY 10001

DRAWING TITLE:
**SITE ACCESS
& KEY PLAN**

SEAL & SIGNATURE: DATE: 5.1.2025
PROJECT No: 22320.11
DRAWING BY: OD
CHK BY: DH & CK
DWG No:
G-002.00
SCALE: AS NOTED 3 of 8



1 DEMOLITION PLAN
DM-100
SCALE : 1/4" = 1'-0"

DEMOLITION NOTES

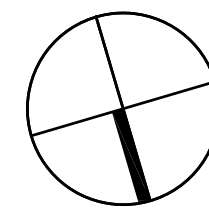
- 1 REMOVE PORTION OF THE EXISTING CMU WALL AS INDICATED.
- 2 REMOVE EXISTING TEMPORARY BRACING. CONTRACTOR IS RESPONSIBLE OF MAINTAINING THE STABILITY OF THE EXISTING STRUCTURE (CMU WALL) DURING THE DEMOLITION PHASE. SEE GENERAL DEMOLITION NOTE #1.
- 3 SAW CUT AND REMOVE PORTION OF THE EXISTING CONCRETE PAVING ALONG THE CMU WALL AS INDICATED TO ACCESS CONCRETE CURB AT THE BASE OF THE WALL. PROVIDE PROTECTION TO EXISTING TO REMAIN CONCRETE PATIO PAVING, EXISTING WATERPROOFING AND INSULATION.
- 4 REMOVE EXISTING CONCRETE CURB (AT BASE OF CMU WALL) DOWN TO SLAB. COORDINATE WITH STRUCTURAL FOR EXTENT OF DEMOLITION.
- 5 PROVIDE PROTECTION TO EXISTING PRIVATE LOTS BEYOND FIT'S PROPERTY. REMOVE ANY ITEMS ATTACHED TO THE WALL THAT WILL BE REMOVED. CONTRACTOR TO COORDINATE WITH FIT AND PROPERTY OWNERS BEFORE PROCEEDING WITH THE WORK.
- 6 PROVIDE PROTECTION TO EXISTING HVAC UNIT AND METAL ENCLOSURE.
- 7 EXISTING CMU WALL TO REMAIN TO BE SCRAPPED AND PREP FOR PAINTING.
- 8 PROVIDE TEMPORARY POLI BARRIER AND FLOOR COVERING THROUGHOUT COED PATHWAY TO ACCESS THE COURTYARD. SEE DRAWING G-002 FOR ACCESS PLAN.
- 9 PROVIDE PROTECTION TO EXISTING GLASS DOOR AND STOREFRONT.
- 10 TEMPORARILY DETACH EXISTING CABLING FROM WALL. PROVIDE TEMP SUPPORT. COORDINATE IN THE FIELD.
- 11 REMOVE EXISTING BRICK BBQ.
- 12 EXISTING NEIGHBOR'S PARTY WALL TO REMAIN AND BE PROTECTED. PROVIDE TEMPORARY SUPPORT AS REQUIRED.
- 13 EXISTING TREE TRUNK OR STUMP TO BE LEVEL WITH GRADE PRIOR TO CONSTRUCTION OF NEW WALL.

GENERAL DEMOLITION NOTES:

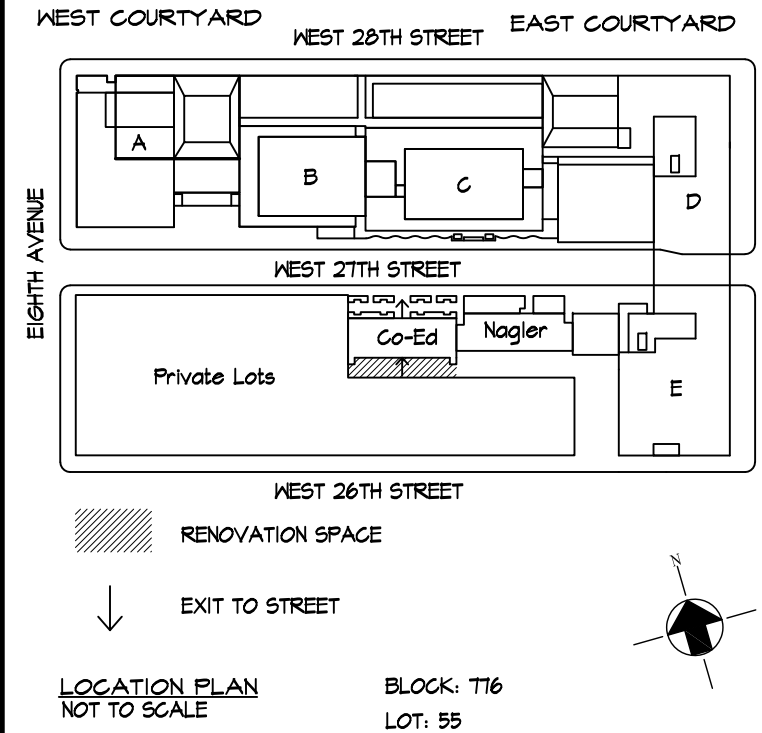
1. MAINTAINING STABILITY OF THE EXISTING STRUCTURE DURING THE DEMOLITION IS SOLE RESPONSIBILITY OF THE CONTRACTOR.
2. CONTRACTOR TO PROVIDE TEMPORAN PROTECTION TO THE EXISTING FLOOR, WALLS AND CEILING OF THE PATHWAY FROM COURT YARD TO 27TH STREET. SEE DRAWING G-002 FOR ACCESS PLAN.
3. ALL EXISTING FLOOR, WALLS, WINDOWS, MECHANICAL UNITS IN THE COURT YARD TO BE BE PROTECTED DURING CONSTRUCTION.
4. THE CELLAR UNDER THE PATIO HOUSES OFFICES AND A STUDENT LOUNGE, TO AVOID LEAKS INTO THE CELLAR, CONTRACTOR MUST MAINTAIN A WATER TIGHT ENCLOSURE AND PROTECTION OF THE EXISTING PATIO AND FOUNDATION EXPOSED BY THE WORK. PROTECTION TO REMAIN FOR THE FULL DURATION OF THE WORK. CONTRACTOR TO SUBMIT PROPOSED METHOD AND DETAILS OF THE WATER TIGHT PROTECTION FOR REVIEW AND APPROVAL.
5. CONTRACTOR TO COORDINATE WITH THE EXISTING CONDITIONS OF THE NEIGHBOR'S YARDS. ANY MODIFICATIONS TO THE PRIVATE YARDS MUST BE COORDINATED AND APPROVED BY FIT BEFORE PROCEEDING WITH THE WORK.
6. LOCATION OF THE EXISTING REBAR IN THE STRUCTURAL SLAB AND FOUNDATION WALL MUST BE DETERMINED. ONCE PORTION OF THE CONCRETE PATIO PAVING AND EXISTING CONCRETE CURB ARE REMOVED, CONTRACTOR TO PERFORM A GPR SCAN OF THE EXISTING STRUCTURAL SLAB AND FOUNDATION WALL FOR THE ENTIRE LENGTH OF THE WALL THAT IS TO BE REPLACED. CONTRACTOR TO SUBMIT RESULTS OF THE SCAN FOR REVIEW. COORDINATE WITH STRUCTURAL DRAWINGS.

LEGEND:

- N.I.C.
- PROPERTY LINE



rev. no. date revisions



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NEW YORK NY 10001

DRAWING TITLE:

DEMOLITION PLAN

SEAL & SIGNATURE:



DATE: 5.1.2025

PROJECT No: 22320.11

DRAWING BY: OD

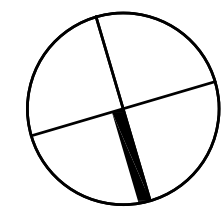
CHK BY: DH & CK

DWG No:

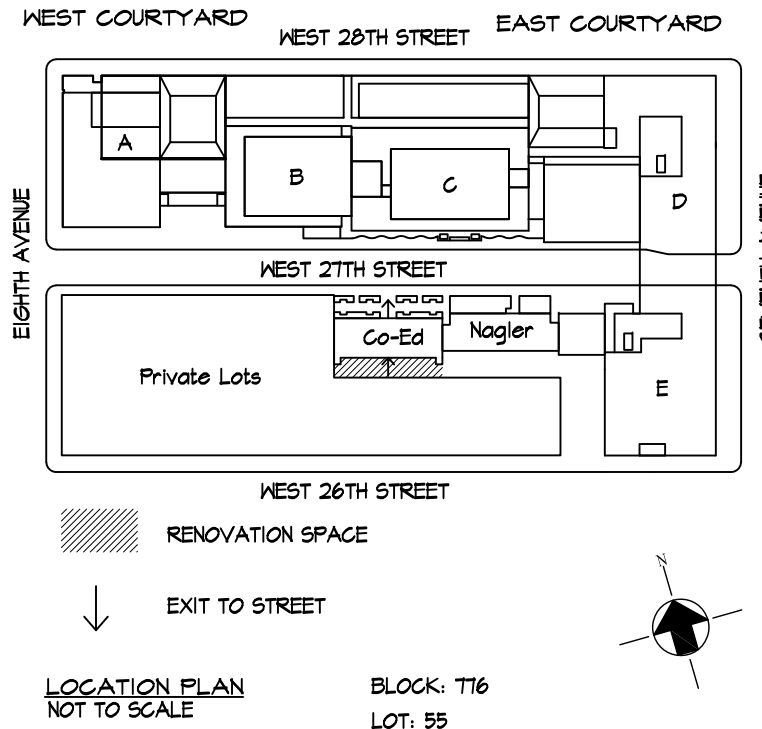
DM-100.00

SCALE: AS NOTED

4 of 8



rev. no. date revisions



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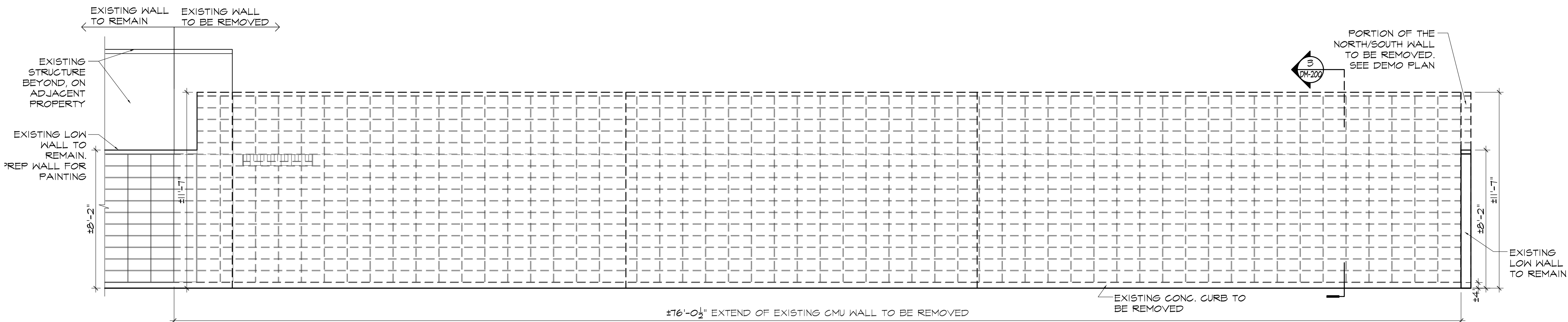
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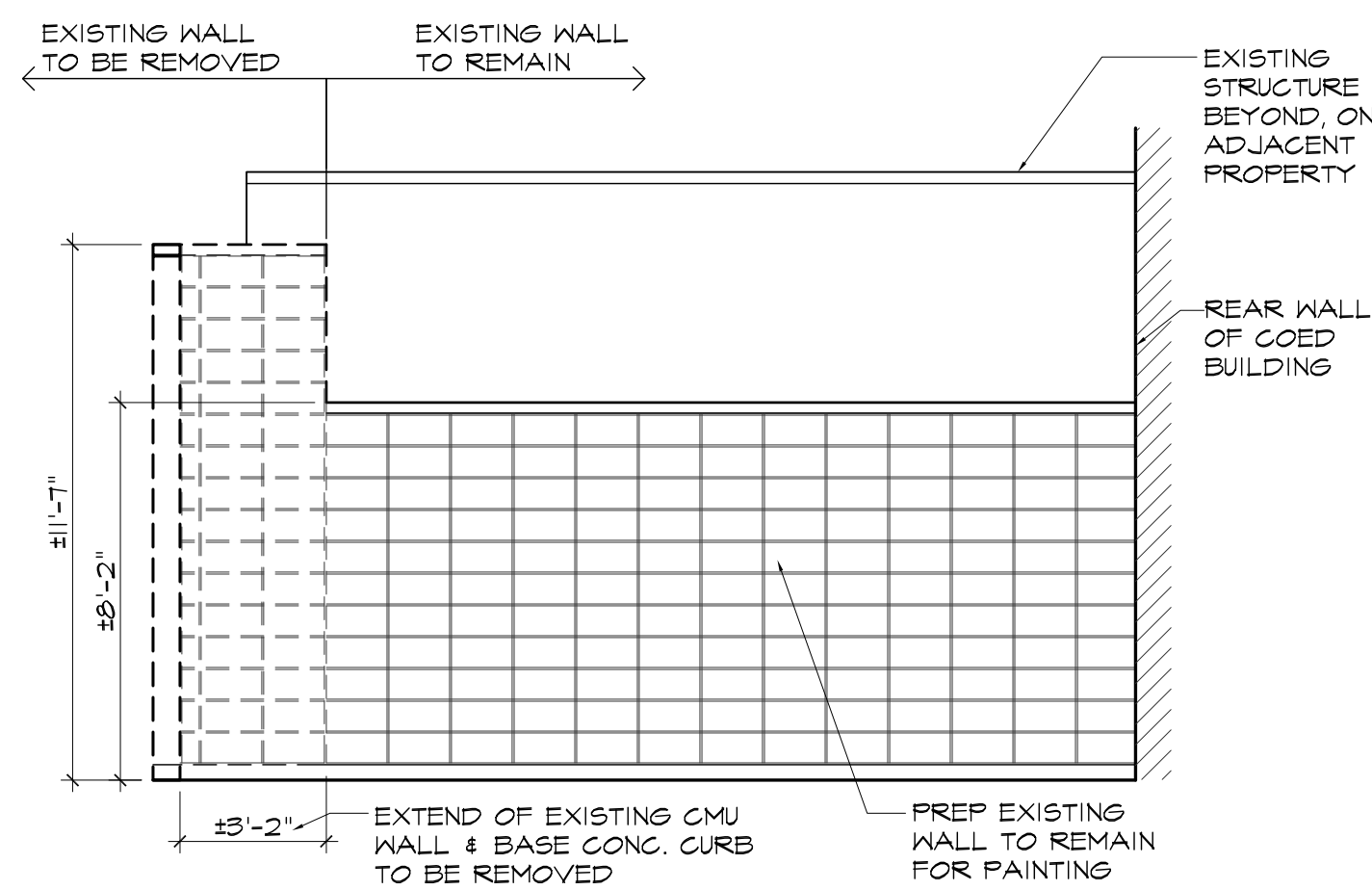
PROJECT:
COED REAR WALL REPLACEMENT
COED RESIDENCE HALL
230 WEST 27TH STREET
NEW YORK NY 10001

DRAWING TITLE:
**DEMOLITION ELEVATIONS
& SENTION**

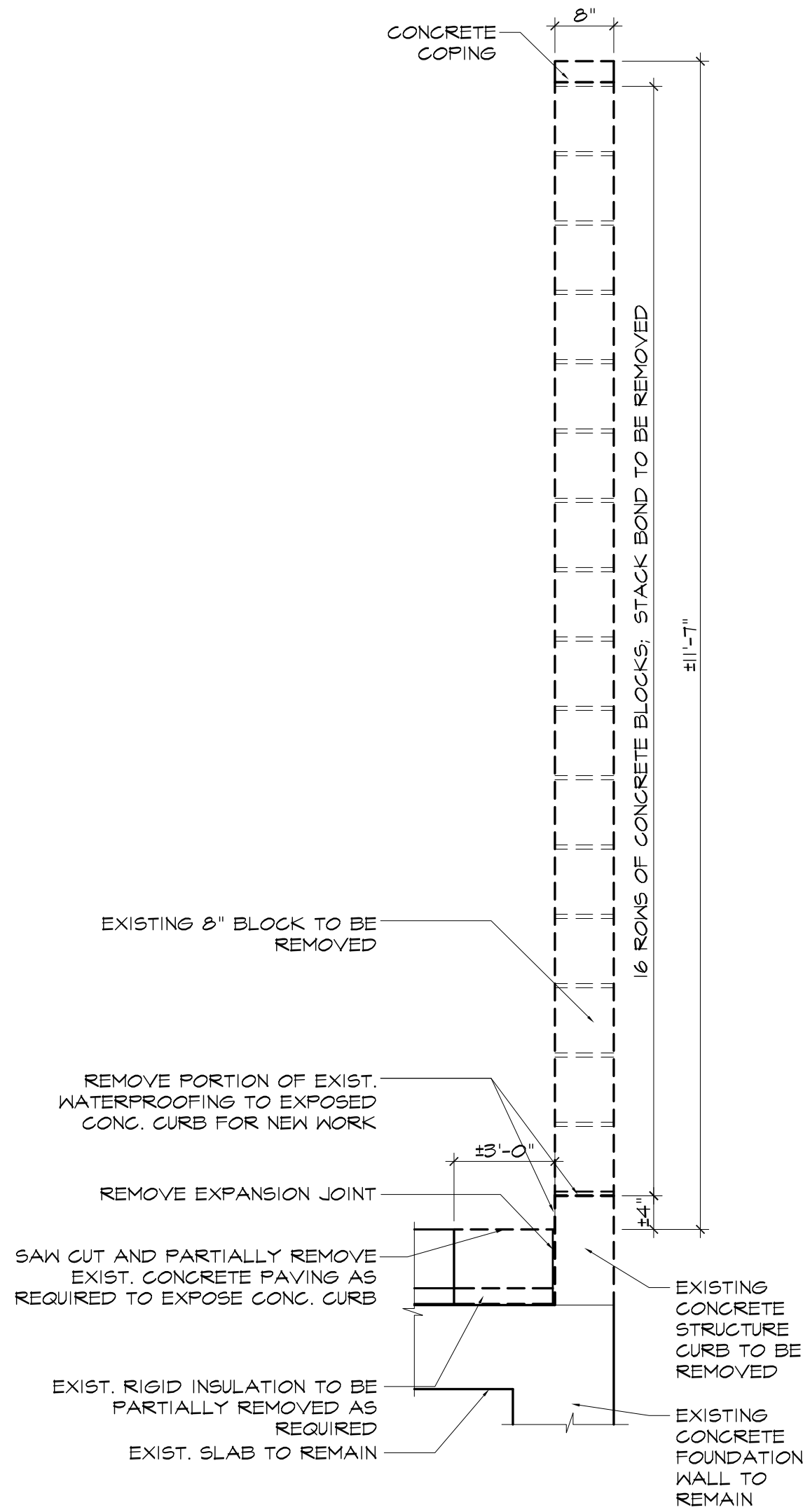
SEAL & SIGNATURE: DATE: 5.1.2025
PROJECT No: 22320.11
DRAWING BY: OD
CHK BY: DH & CK
DWG No:
DM-200.00
SCALE: AS NOTED 2 of 8



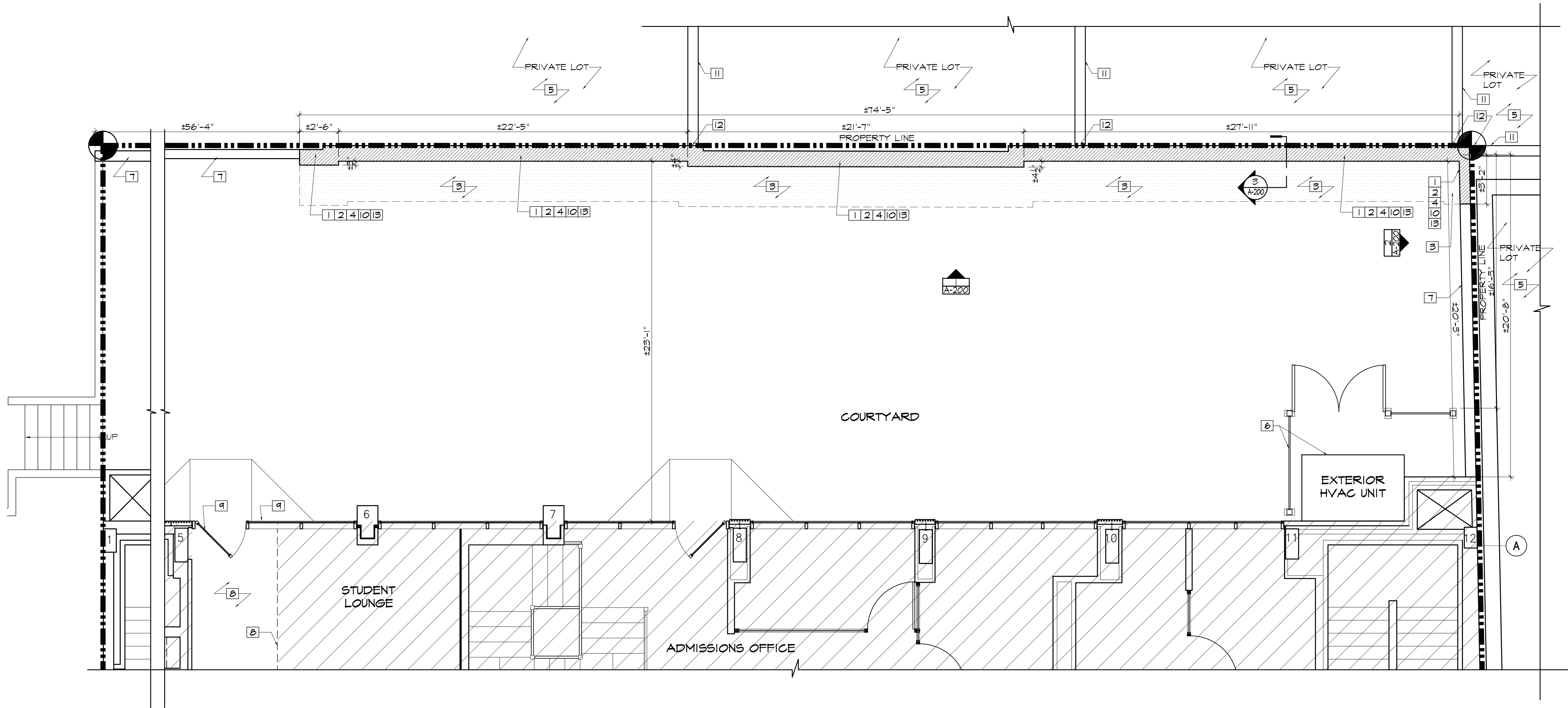
DEMOLITION ELEVATION
SCALE : 1/4" = 1'-0"



DEMOLITION ELEVATION
SCALE : 1/4" = 1'-0"



DEMOLITION SECTION
SCALE : 3/4" = 1'-0"



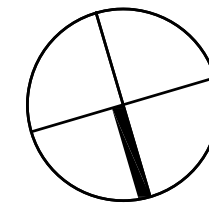
1
A-100 CONSTRUCTION PLAN
SCALE : 1/4" = 1'-0"

CONSTRUCTION NOTES

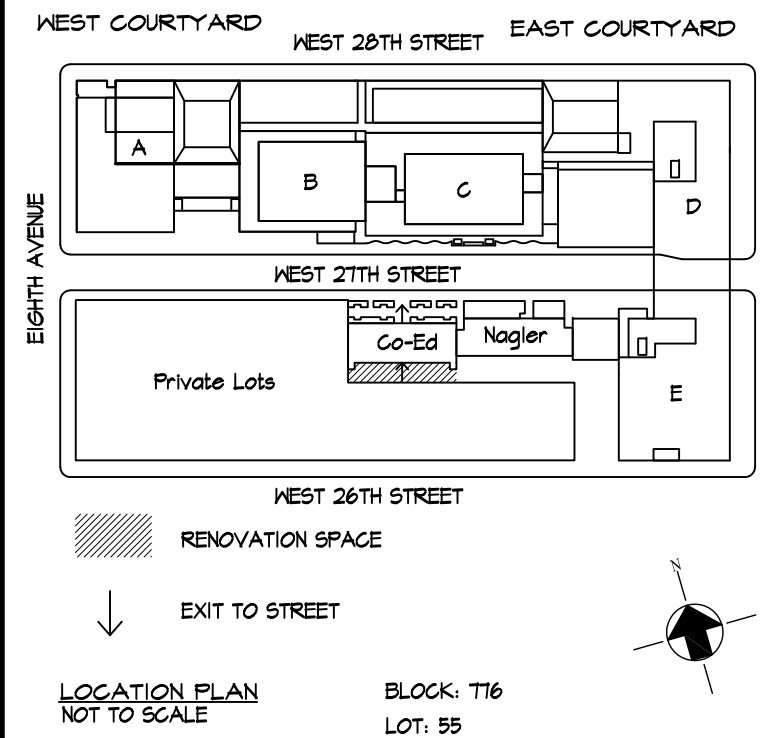
- 1 NEW SPLIT FACE CMU WALL AS INDICATED. SEE STRUCTURAL DRAWINGS FOR DETAILS.
- 2 REINSTALL EXISTING CABLING ON NEW WALL.
- 3 INSTALL NEW CONCRETE PAVING ALONG THE CMU WALL TO MATCH EXISTING. CONTRACTOR TO REPLACEMENT EXISTING WATERPROOFING AND RIGID INSULATION AS REQUIRED.
- 4 NEW CONC. CURB. SEE STRUCTURAL DRAWINGS FOR DETAILS.
- 5 PROVIDE PROTECTION TO EXISTING PRIVATE LOTS BEYOND FIT'S PROPERTY.
- 6 PROVIDE PROTECTION TO EXISTING HVAC UNIT AND METAL ENCLOSURE.
- 7 APPLY SIKA THOROCOAT HB 400 TO REMAIN CMU WALLS TO MATCH NEW CMU WALL. FINISH TBD.
- 8 PROVIDE TEMPORARY POLI BARRIER AND FLOOR COVERING THROUGHOUT THE PATHWAY TO STREET.
- 9 PROVIDE PROTECTION TO EXISTING GLASS DOOR AND WINDOW.
- 10 INSTALL NEW WATERPROOFING ON NEW CONCRETE CURB (AT BASE OF CMU WALL).
- 11 EXISTING NEIGHBOR'S PARTY WALL TO REMAIN AND BE PROTECTED. PROVIDE TEMPORARY SUPPORT AS REQUIRED.
- 12 PROVIDE CONNECTION BETWEEN EXISTING NEIGHBOR'S PARTY WALL AND NEW CMU WALL. CLOSE ANY GAB BETWEEN NEW AND EXISTING WALLS.
- 13 APPLY SIKA THOROCOAT HB 400 TO NEW CMU WALLS (BOTH SIDES). FINISH TBD.

GENERAL CONSTRUCTION NOTES:

1. CONTRACTOR TO PROVIDE TEMPORARY PROTECTION TO THE EXISTING FLOOR, WALLS AND CEILING OF THE PATHWAY FROM COURT YARD TO 27TH STREET. SEE DRAWING G-002 FOR TRAVEL PLAN.
2. ALL EXISTING FLOOR, WALLS, WINDOWS, MECHANICAL UNITS IN THE COURT YARD TO BE BE PROTECTED DURING CONSTRUCTION.
3. NEW CMU TO BE SPLIT FACE TO MATCH STACK BOND PATTERN. SEE PROJECT MANUAL FOR CMU DETAIL INFORMATION.
4. THE CELLAR UNDER THE PATIO HOUSES OFFICES AND A STUDENT LOUNGE. TO AVOID LEAKS INTO THE CELLAR, CONTRACTOR MUST MAINTAIN A WATER TIGHT ENCLOSURE AND PROTECTION OF THE EXISTING PATIO AND FOUNDATION EXPOSED BY THE WORK. PROTECTION TO REMAIN FOR THE FULL DURATION OF THE WORK. CONTRACTOR TO SUBMIT PROPOSED METHOD AND DETAILS OF THE WATER TIGHT PROTECTION FOR REVIEW AND APPROVAL.
5. CONTRACTOR TO COORDINATE WITH THE EXISTING CONDITIONS OF THE NEIGHBOR'S YARDS. ANY MODIFICATIONS TO THE PRIVATE YARDS MUST BE COORDINATED AND APPROVED BY FIT BEFORE PROCEEDING WITH THE WORK.
6. LOCATION OF THE EXISTING REBAR IN THE STRUCTURAL SLAB AND FOUNDATION WALL MUST BE DETERMINED. ONCE PORTION OF THE CONCRETE PATIO PAVING AND EXISTING CONCRETE CURB ARE REMOVED CONTRACTOR TO PERFORM A GPR SCAN OF THE EXISTING STRUCTURAL SLAB AND FOUNDATION WALL FOR THE ENTIRE LENGTH OF THE WALL THAT IS TO BE REPLACED. CONTRACTOR TO SUBMIT RESULTS OF THE SCAN FOR REVIEW. COORDINATE WITH STRUCTURAL DRAWINGS.



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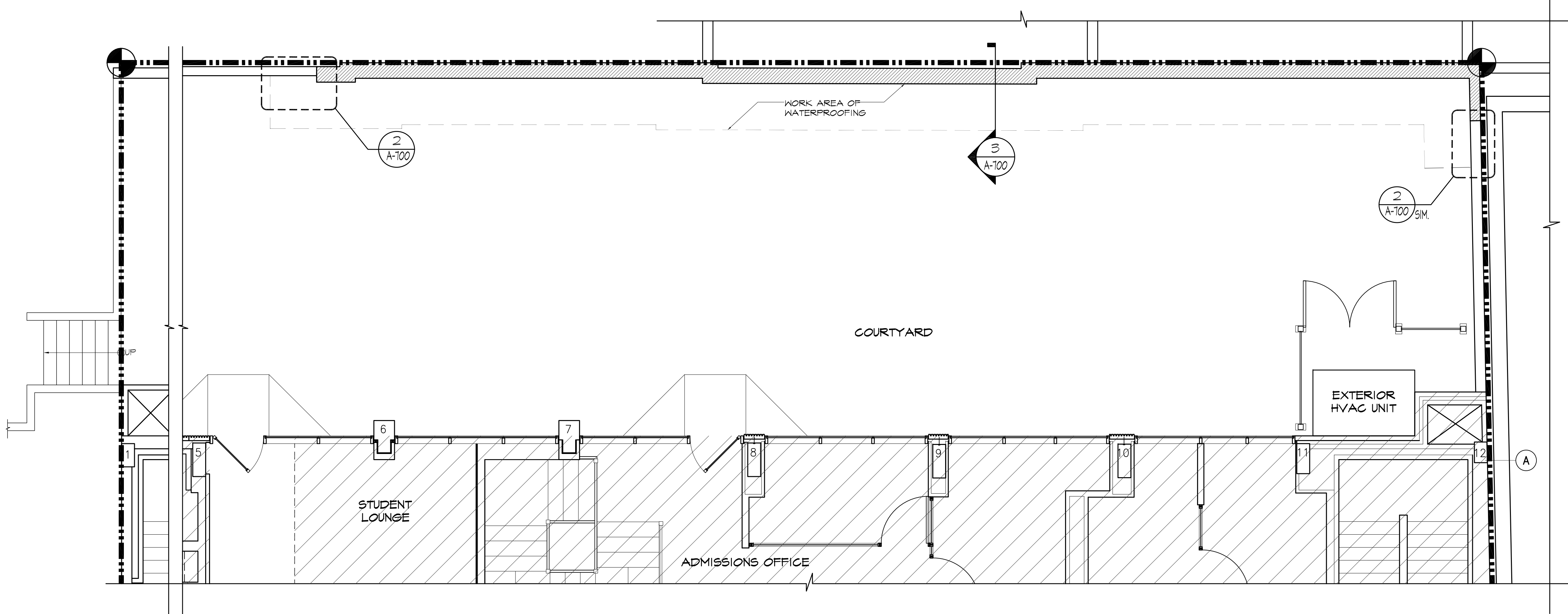
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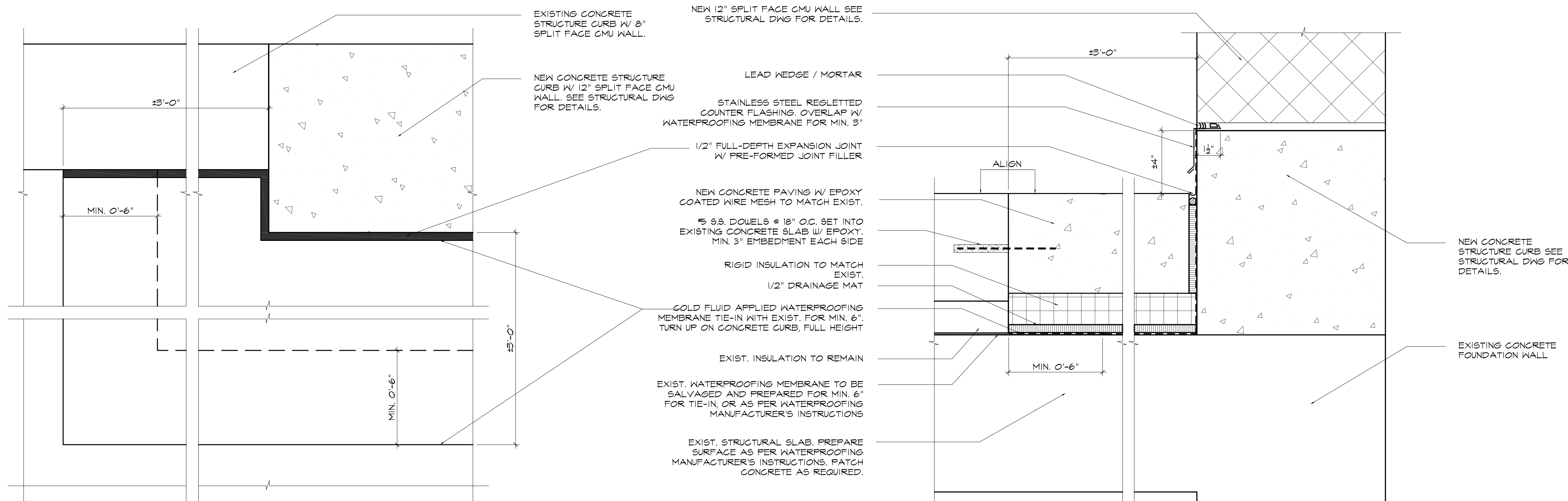
PROJECT:
COED REAR WALL REPLACEMENT
COED RESIDENCE HALL
230 WEST 27TH STREET
NEW YORK NY 10001

DRAWING TITLE:
CONSTRUCTION PLAN

SEAL & SIGNATURE: DATE: 5.1.2025
PROJECT No: 22320.11
DRAWING BY: OD
CHK BY: DH & CK
DWG No:
A-100.00
SCALE: AS NOTED 6 of 8

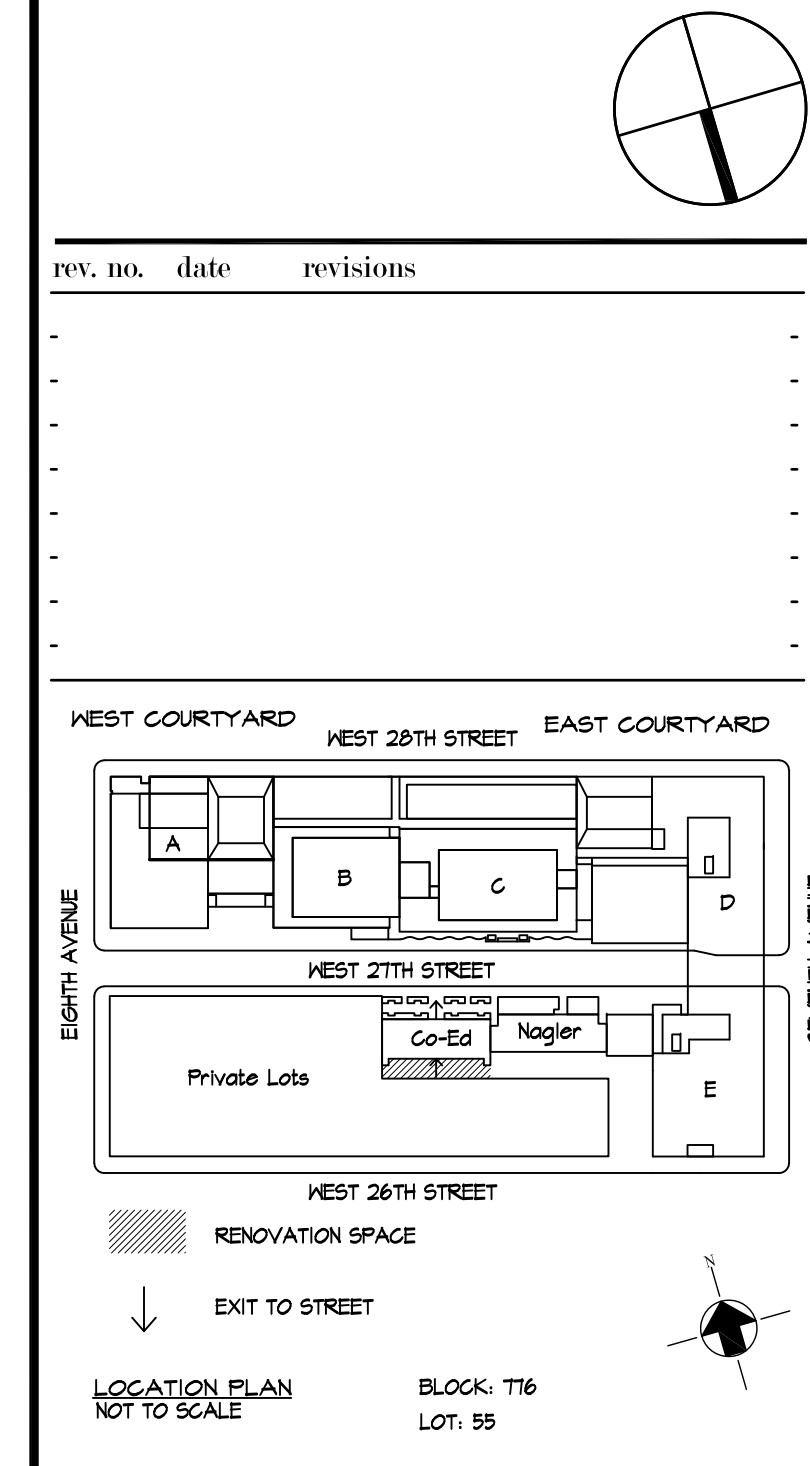


1 PLAN
A-100
SCALE : 1/4" = 1'-0"



2 PLAN DETAIL
A-100
SCALE : 3" = 1'-0"

3 SECTION DETAIL
A-100
SCALE : 3" = 1'-0"



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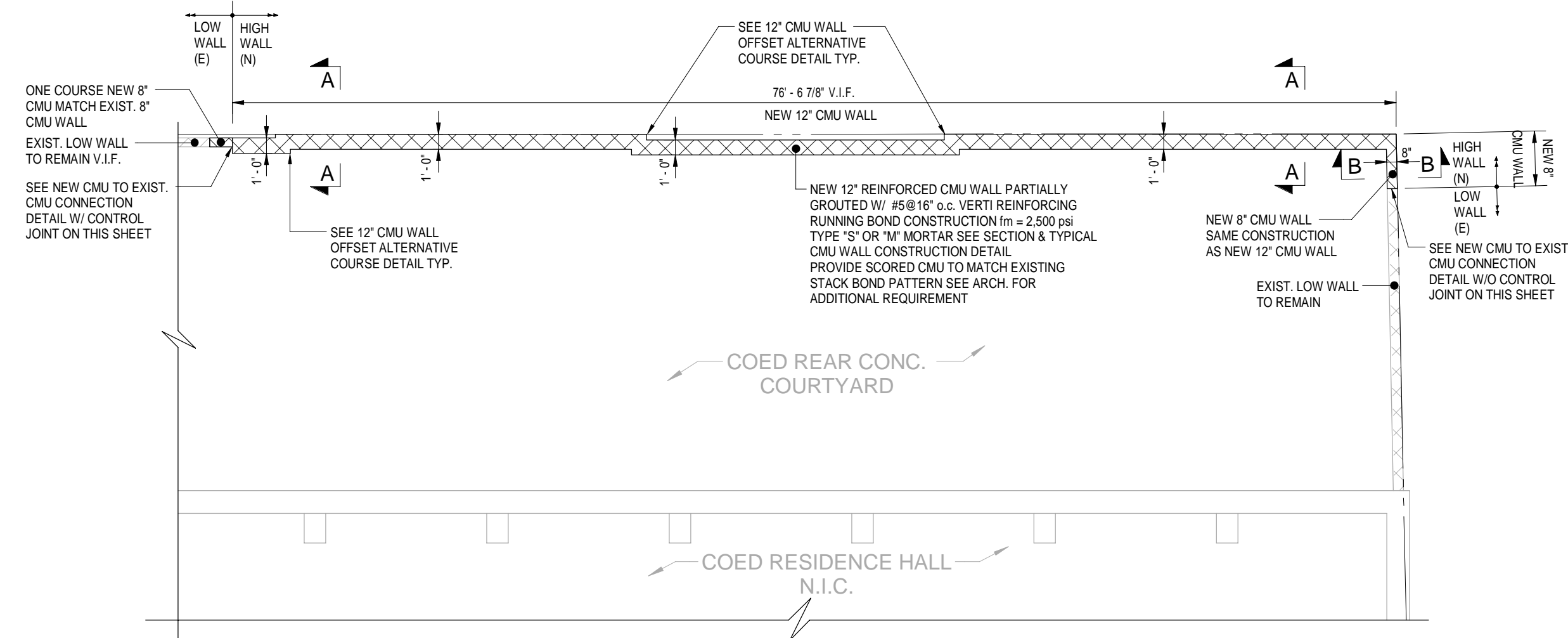
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PROJECT:
COED REAR WALL REPLACEMENT
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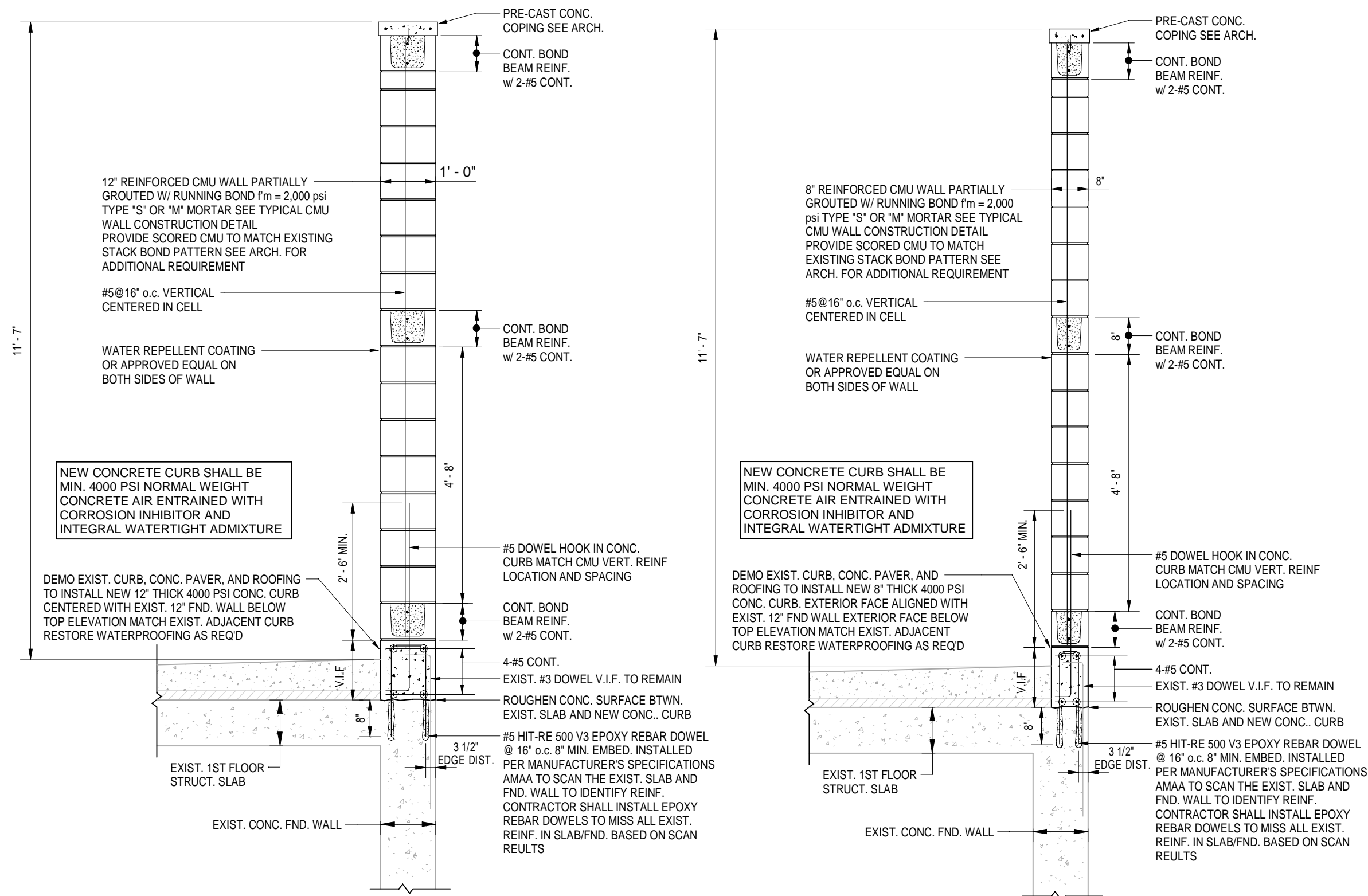
DRAWING TITLE:
WATERPROOFING DETAILS

SEAL & SIGNATURE: DATE: 5.1.2025
PROJECT No: 22320.11
DRAWING BY: OD
CHK BY: DH & CK
DWG No:
A-700.00
SCALE: AS NOTED 8 of 8



REPLACEMENT WALL CONSTRUCTION PART PLAN

- SCALE: 1/8" = 1'-0"
- GENERAL NOTES:
1. VERIFY ALL DIMENSIONS AND CONDITIONS IN THE FIELD.
 2. CONTRACTOR SHALL SUBMIT SHOP DRAWING TO THE ENGINEER OF RECORD FOR APPROVAL PRIOR TO CONSTRUCTION.
 3. NEW CMU SHALL BE SCORED TO MATCH EXISTING STACK BOND PATTERN SEE ARCH. FOR ADDITIONAL REQUIREMENTS.

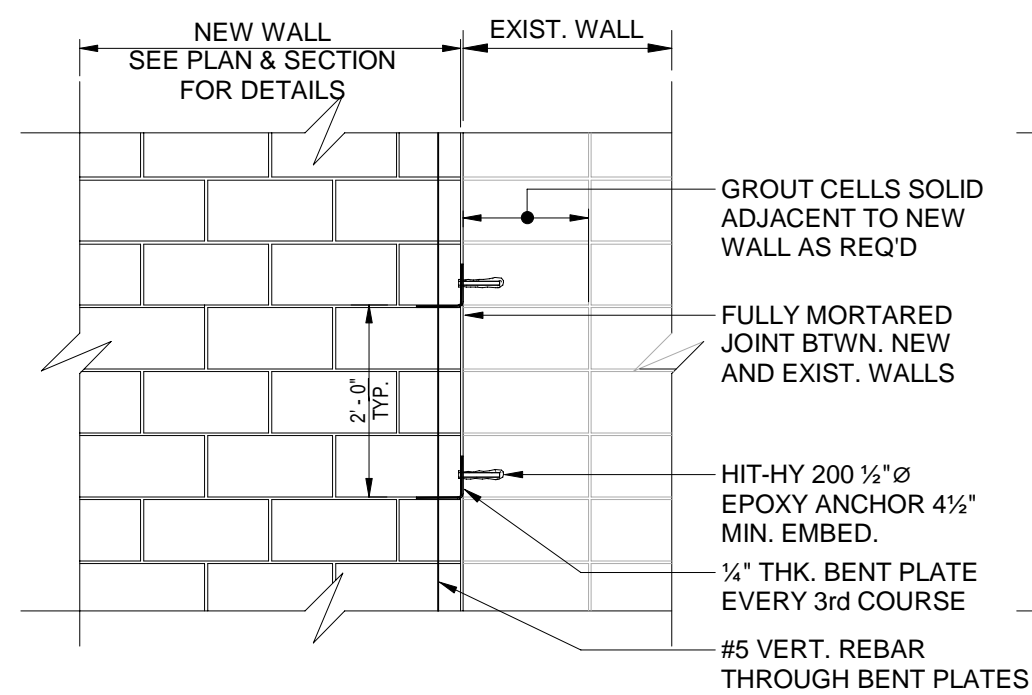


SECTION A - A

SCALE: 1/2" = 1'-0"

SECTION B - B

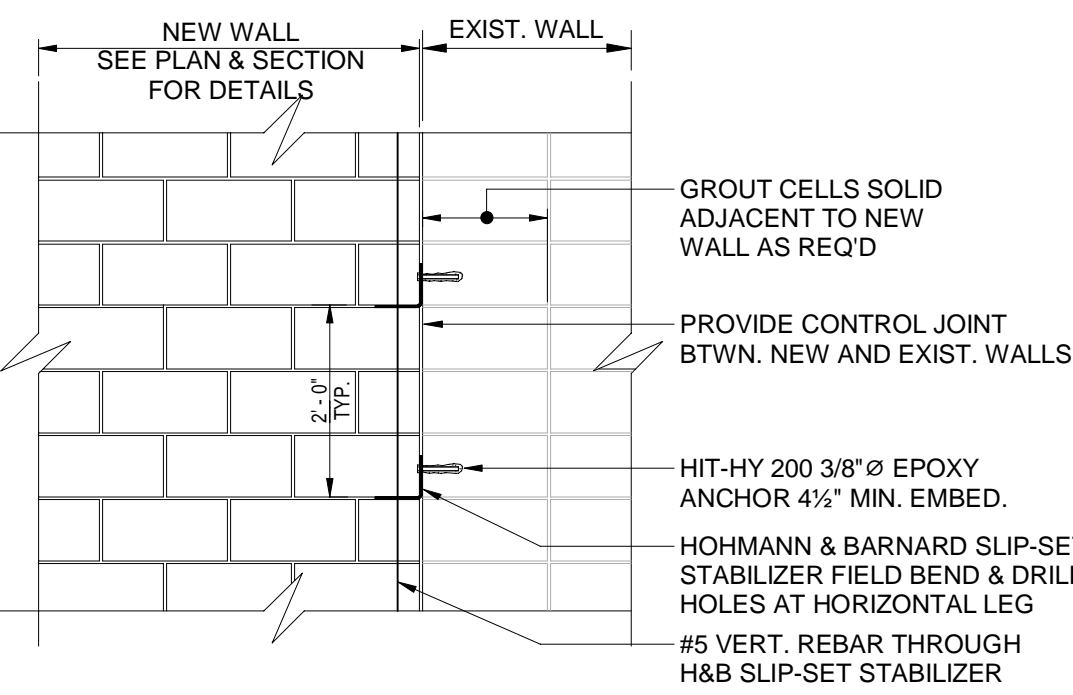
SCALE: 1/2" = 1'-0"



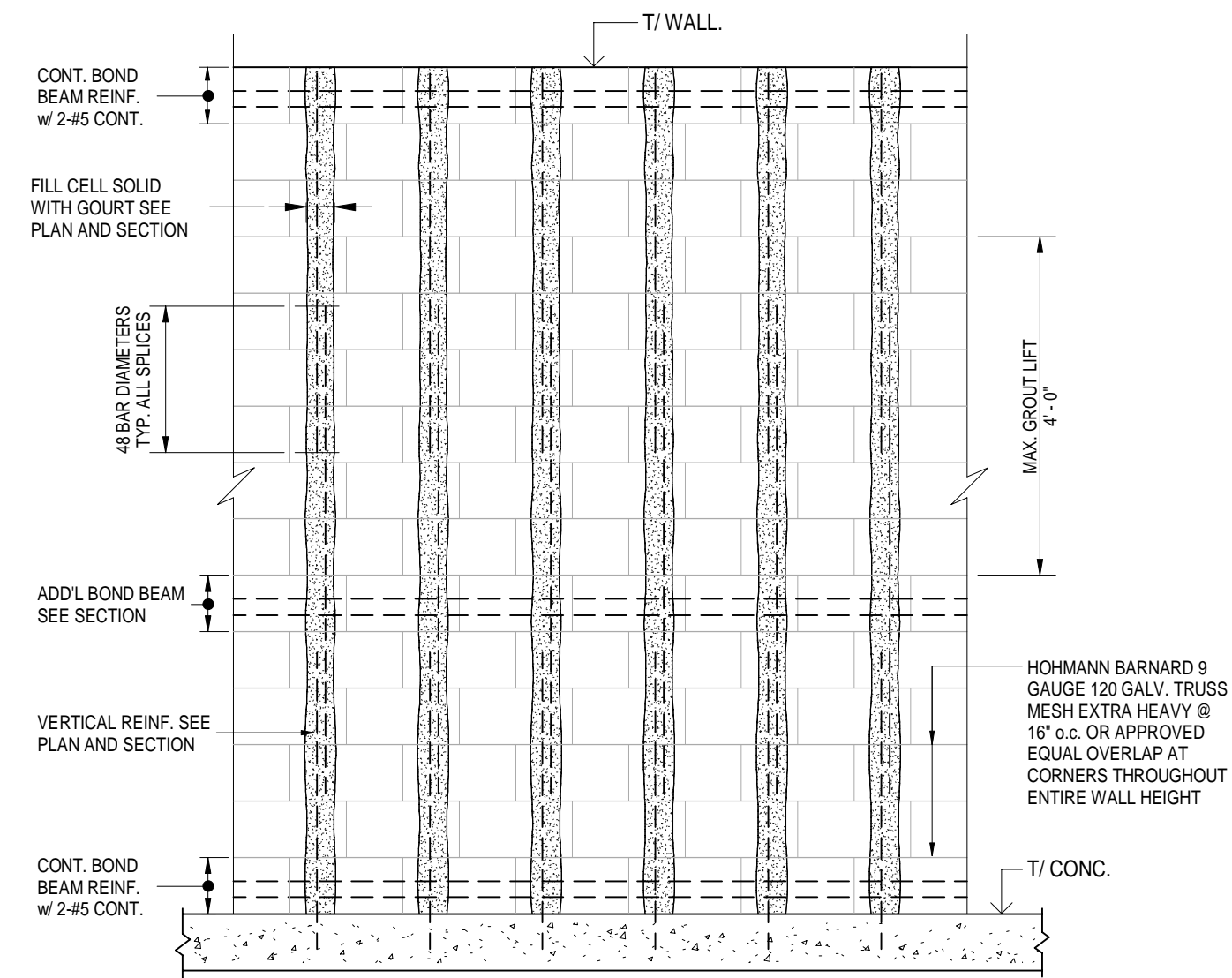
WITHOUT CONTROL JOINT

NEW CMU WALL TO EXIST. CMU WALL DETAIL

SCALE: 1/2" = 1'-0"

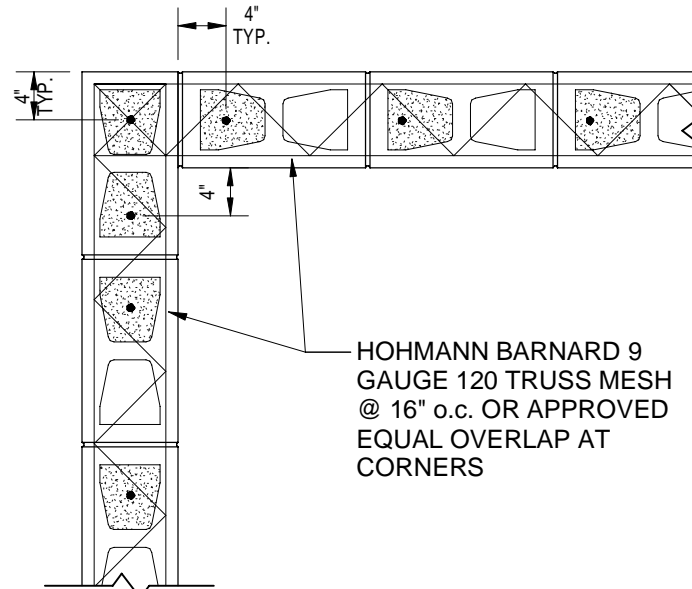


WITH CONTROL JOINT



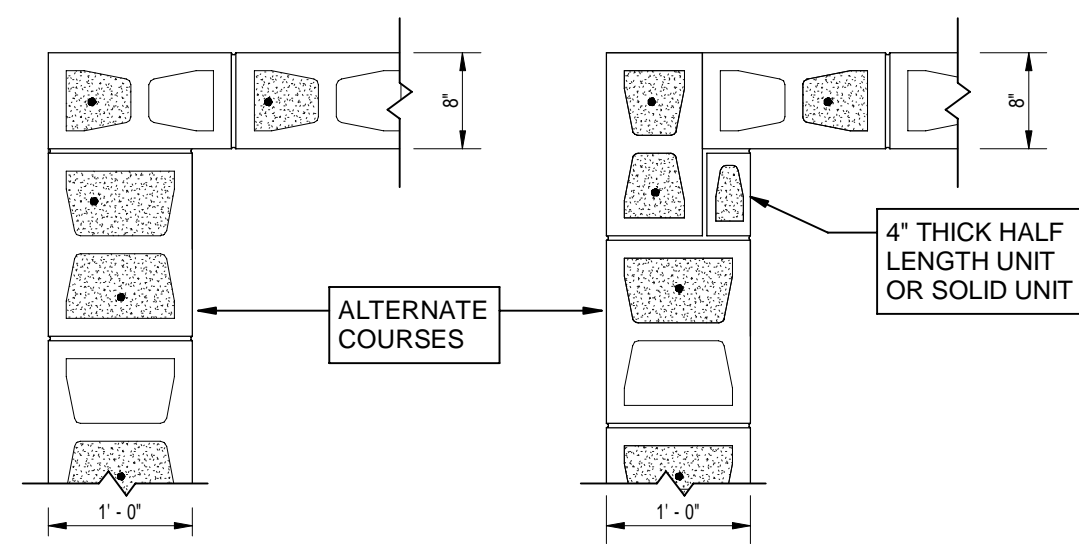
TYPICAL CMU WALL ELEVATION

SCALE: 1/2" = 1'-0"



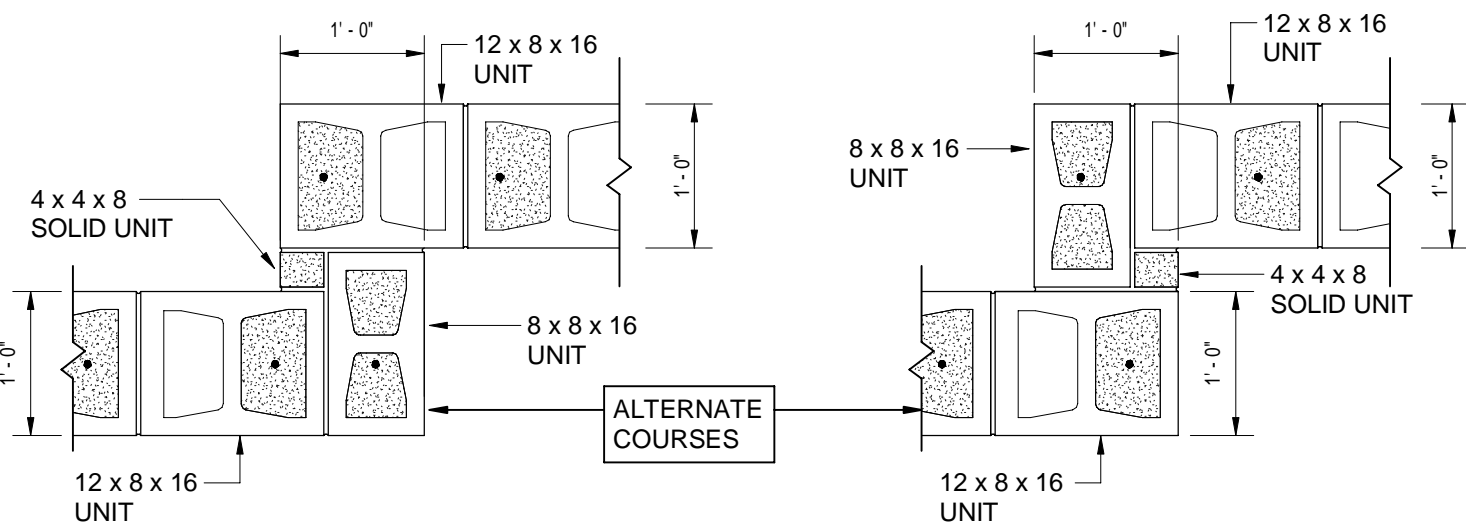
TYPICAL MASONRY WALL CORNER DETAIL

SCALE: 3/4" = 1'-0"



8" CMU TO 12" CMU WALL ALTERNATIVE COURSES

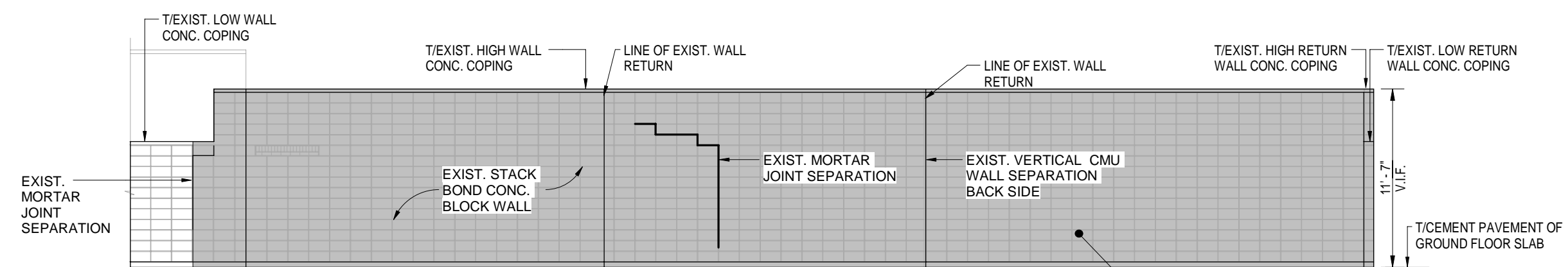
SCALE: 3/4" = 1'-0"



12" CMU WALL OFFSET ALTERNATIVE COURSES

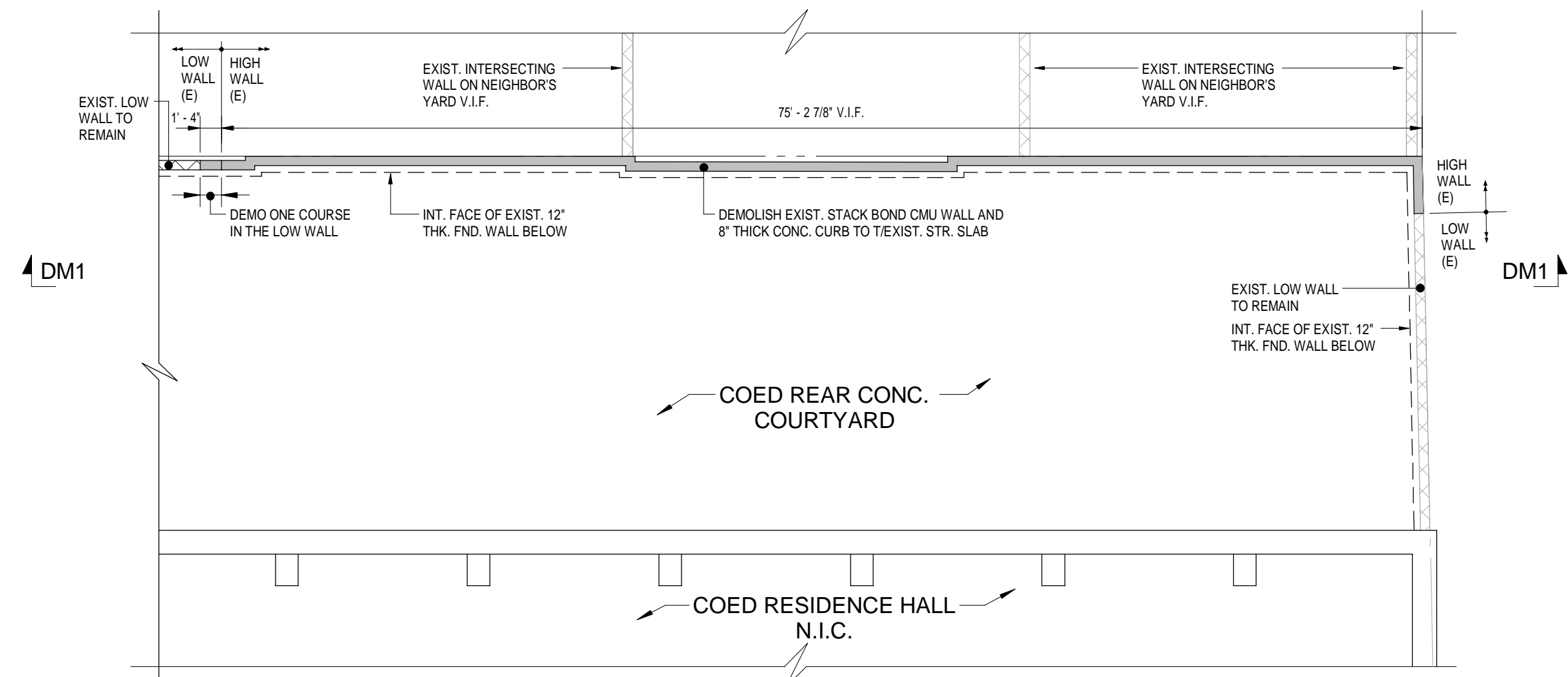
SCALE: 3/4" = 1'-0"

- NOTES:
1. CONTRACTOR TO FIELD VERIFY CMU WALL OFFSET DIMENSIONS. IF THE PROPOSED ALTERNATIVE DETAIL IS NOT APPLICABLE TO ACTUAL OFFSET DIMENSION, CONTRACTOR TO SUBMIT ALTERNATIVE DETAIL TO THIS OFFICE FOR APPROVAL PRIOR TO CONSTRUCTION.
 2. PROVIDE HOHMANN BARNARD 9 GAUGE 120 TRUSS MESH @ 16" o.c. OR APPROVED EQUAL OVERLAP AT CORNERS. TRUSS MESH REINFORCING OMITTED IN THE DRAWING FOR CLARITY.



DEMO ELEVATION SECTION DM1 - DM1

SCALE: 1/8" = 1'-0"

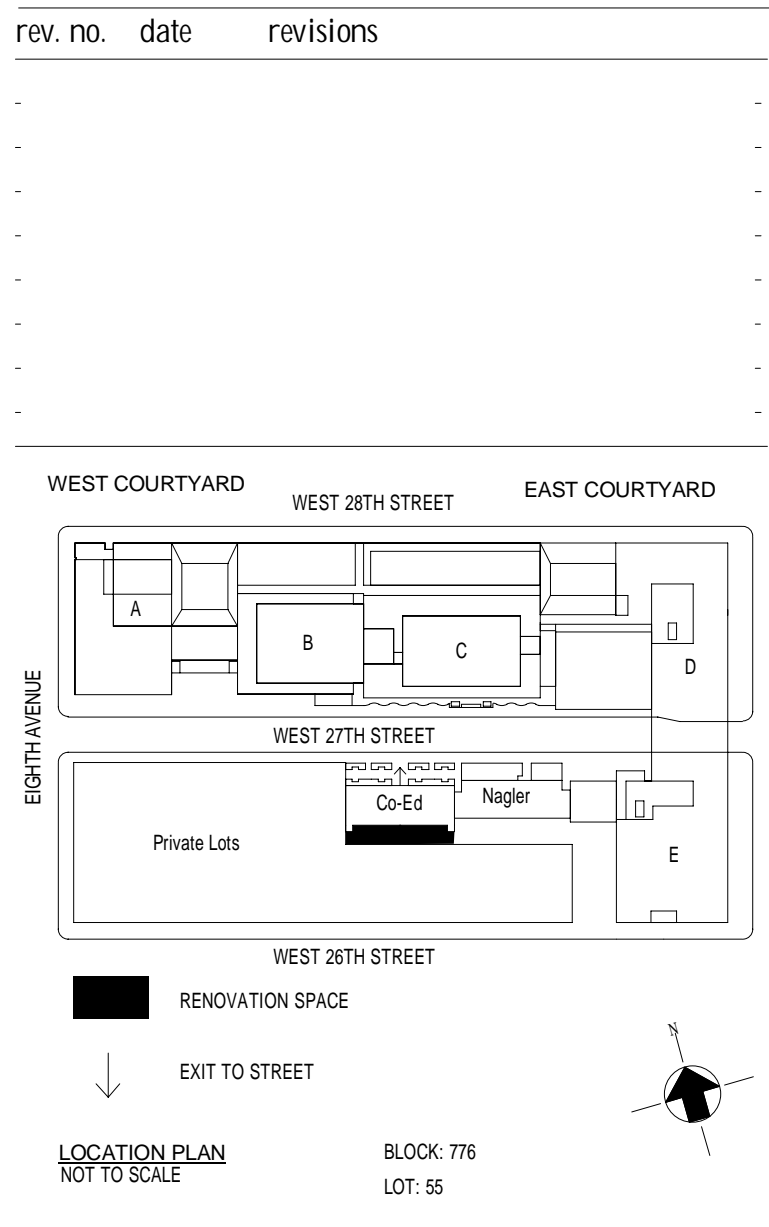


DEMO PART PLAN

SCALE: 1/8" = 1'-0"

- GENERAL NOTES:
1. VERIFY ALL DIMENSIONS AND CONDITIONS IN THE FIELD.

DOB APPLICATION REFERENCES
Structural DOB NOW Job #



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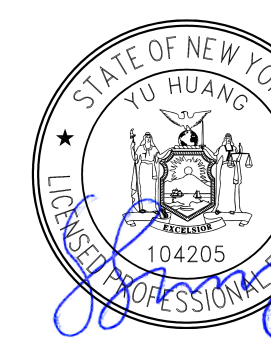
443 Park Avenue South New York, NY 10016
212 889 4045 Fax 212 889 3672

PROJECT:
COED REAR WALL REPLACEMENT
COED RESIDENCE HALL
230 WEST 27TH STREET
NEW YORK NY 10001

DRAWING TITLE:

S-110.00
WALL DEMO & RECONSTRUCTION PLAN

SEAL & SIGNATURE:



DATE: 5.1.2025

PROJECT No 22320.11

DRAWING BY:

CHK BY:

DWG No:

SCALE: AS NOTED

of