

# PROJECT MANUAL

# EMERGENCY EGRESS & SYSTEMS

## BUFFALO AND ERIE COUNTY CENTRAL LIBRARY

1 LAFAYETTE SQUARE  
BUFFALO, NEW YORK, 14203

**DATE: JANUARY 1, 2024**

PROJECT #: 2020-812-05

**BID DATE: FEBRUARY 29, 2024**



**MARK C. POLONCARZ**  
COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER

WILLIAM E. GEARY  
COMMISSIONER OF PUBLIC WORKS



**ERIE COUNTY DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

**PROJECT MANUAL: TABLE OF CONTENTS**

**LEGAL AND PROCEDURAL DOCUMENTS**

1-3	Table of Contents
NTB 1	Notice to Bidders
IB 1	Information for Bidders
PW 1	NYS Prevailing Wage Rates
G1-G10	Bid Proposal - General Construction
E1-E10	Bid Proposal - Electrical Construction
EQ 1	New York State Vendor Responsibility Questionnaire For-Profit Construction (CCA-2)

**GENERAL CONDITIONS**

GCI 1	Index to General Conditions
GC 1	Section 1 – Definitions
GC 2	Section 2 – Drawings, Specifications and Related Data
GC 8	Section 3 – Relations Among Owner, Contractor and Architect / Engineer
GC 12	Section 4 – Materials and Workmanship
GC 14	Section 5 – Insurance, Bonds, Safety, Etc
GC 16	Section 6 – Progress and Completion of Work
GC 18	Section 7 – Measurement and Payment
GC 22	Section 8 – Wages and Labor Conditions
GC 31	Section 9 – Accountability
GC 31	Section 10 – The Erie County Workforce Development and Diversification New York State Certified Worker Training Program - Erie County Local Law No. 3-2018
Appendix A	Minority Women Business Enterprise Parts A through D Forms
Appendix B	DPW Building Permit Application & Insurance Requirements
Appendix C	Executive Order 13 - Pay Equity Certification Policy
Appendix D	Executive Order 18 Policy, Rules, Regulations and Reporting
Appendix E	Contract Reference Documents
SGC 1	Supplementary General Conditions

ERIE COUNTY DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER

**PROJECT MANUAL: TABLE OF CONTENTS**

TECHNICAL SPECIFICATIONS

Division 1 - General Requirements

Section 01 1000	Summary of the Work
Section 01 1500	Application for Payment
Section 01 2300	Alternate Bids
Section 01 2600	Contract Modification Procedures
Section 01 3200	Construction Progress Documentation
Section 01 3300	Submittal Procedures
Section 01 4000	Quality Requirements
Section 01 4200	References
Section 01 5000	Temporary Facilities and Controls
Section 01 7300	Execution
Section 01 7419	Construction Waste Management and Disposal
Section 01 7700	Closeout Procedures
Section 01 7823	Operation and Maintenance Data
Section 01 7839	Project Record Documents

Division 2 - Existing Conditions

Section 02 8200	Asbestos Abatement
Section 02 8400	PCB Removals

Division 5 -Metals

Section 05-9000	Stainless Steel Cleaning
-----------------	--------------------------

Division 7 - Thermal and Moisture Protection

Section 07 9200	Joint Sealers
-----------------	---------------



**ERIE COUNTY DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

**PROJECT MANUAL: TABLE OF CONTENTS**

Division 8 - Openings

Section 08 1113	Hollow Metal Doors and Frames
Section 08 1119	Stainless Steel Doors and Frames
Section 08 1743	Composite FRP Doors and Frames
Section 08 4229.23	Sliding Automatic Entrances
Section 08 7100	Door Hardware
Section 08 7110	Balanced Door Hardware
Section 08 8000	Glazing
Section 08 8700	Window Film

Division 09 - Finishes

Section 09 3016	Quarry Tile
Section 09 99123	Interior Painting

Division 12 Furnishings

Section 124813	Entrance Floor Mats and Frames
----------------	--------------------------------

Division 26 - Electrical

Section 26 0505	Selective Demolition for Electrical
Section 26 0515	Electrical Firestopping
Section 26 0529	Hangers and Supports for Electrical Systems
Section 26 0533.13	Conduit for Electrical Systems
Section 26 0533.16	Boxes for Electrical Systems
Section 26 0533.23	Surface Raceways for Electrical Systems
Section 26 0553	Identification for Electrical Systems
Section 26 0583	Wiring Connections
Section 26 5100	Interior Lighting

Division 28 Electronic Safety &  
Security

Section 28 3100.02	Fire Detection and Alarm
--------------------	--------------------------

Division 32 Exterior Improvements

Section 32 1313	Concrete Paving
-----------------	-----------------

APPENDIX F

Haz Materials Report 12.21.23.

ERIE COUNTY DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER

**PROJECT MANUAL: TABLE OF CONTENTS**

DRAWINGS

G-001	COVER
G-002	CODE COMPLIANCE & GENERAL NOTES
HM-100	HAZARDOUS REMOVALS PLAN - PENTHOUSES
HM-101	HAZARDOUS REMOVALS PLAN - GROUND FLOOR
A-100	BASEMENT PLANS
A-101	GROUND FLOOR PLAN
A-102	STACK TIER A FLOOR PLAN
A-103	FIRST FLOOR PLAN
A-104	STACK TIER B FLOOR PLAN
A-105	SECOND FLOOR PLAN
A-106	PENTHOUSE FLOOR PLAN
A-200	EAST AND WEST ELEVATIONS
A-201	NORTH AND SOUTH ELEVATIONS
A-500	DOOR SCHEDULE & DETAILS
A-501	DETAILS
ED-100	ELECTRICAL DEMOLITION PLANS BASEMENT
ED-101	ELECTRICAL DEMOLITION PLANS GROUND FLOOR
ED-102	ELECTRICAL DEMOLITION PLAN STACK TIER A
ED-103	ELECTRICAL DEMOLITION PLAN FIRST FLOOR
ED-104	ELECTRICAL DEMOLITION PLAN STACK TIER B
ED-105	ELECTRICAL DEMOLITION PLAN SECOND FLOOR
ED-106	ELECTRICAL DEMOLITION PLANS PENTHOUSE
E-001	ELECTRICAL LEGENDS, ABBR'S & NOTES
E-100	ELECTRICAL SYSTEMS PLANS BASEMENT
E-101	ELECTRICAL SYSTEMS PLANS GROUND FLOOR
E-102	ELECTRICAL SYSTEMS PLAN STACK TIER A
E-103	ELECTRICAL SYSTEMS PLAN FIRST FLOOR
E-104	ELECTRICAL SYSTEMS PLAN STACK TIER B
E-105	ELECTRICAL SYSTEMS PLAN SECOND FLOOR
E-106	ELECTRICAL SYSTEM PLANS PENTHOUSE
E-601	ELECTRICAL FIRE ALARM RISER

COUNTY OF ERIE  
NOTICE TO BIDDERS  
EMERGENCY EGRESS & SYSTEMS  
BUFFALO & ERIE COUNTY CENTRAL LIBRARY  
ONE LAFAYETTE SQUARE BUFFALO NEW YORK 14202  
ECDPW PROJECT NO. 2020-812-05

Separate Sealed bids for General Construction and Electrical Construction work at the above County facility will be received by the County's Commissioner of Public Works in Suite 1400 of the Rath County Office Building, 95 Franklin Street, Buffalo, New York 14202 until 10:30 AM local time on Thursday, February 29, 2024; at which time they will be opened and read aloud.

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

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

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

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

A Pre-Bid Conference/Site visit will be held at 10:30 AM on Thursday, February 15, 2024. Contractors are to convene at Buffalo & Erie County Central Library to review the scope of the project and respond to questions from the bidders.

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

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

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

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

The County of Erie reserves the right to reject any or all bids and waive any informality.

WILLIAM E. GEARY  
Commissioner of Public Works  
Rath County Office Building  
95 Franklin Street, Suite 1400  
Buffalo, NY 14202  
DATED: January 1, 2024

Rev 11/2022



**INFORMATION FOR BIDDERS**

**1. THE PROJECT CONSISTS OF:**

- A. General Construction Work, including but not limited to, including but not limited to, the replacement of existing doors, frames and hardware. Work is to include limited Mechanical Work involving duct and louver removal and reinstallation through a door panel.
- B. Electrical Construction Work, including but not limited to, the replacement and additional exit signs, lighting, and fire alarm devices.

**2. RECEIPT AND OPENING OF PROPOSALS**

- A. Sealed bids for the project (separately submitted based on the above type of construction work) will be received by the Department of Public Works, Office of the Commissioner, 14th Floor, Rath County Office Building, 95 Franklin Street, Buffalo NY 14202 until 10:30 AM local time on Thursday, February 29, 2024, at which time they will be publicly opened and read aloud.

**3. ARCHITECT/ENGINEER**

- A. For the purpose of this contract, the Architect as defined in the General Conditions, shall be: TRAUTMAN ASSOCIATES.

- B. Direct all inquiries concerning these documents to:

Name: Mr. James Radwan AIA and Mr. Robert Radwan RA

Address: Trautman Associates, 37 Franklin Street, Buffalo, NY 14202

Phone: (716) 883-4400

Fax: (716) 883-4268

E-Mail: jradwan@trautmanassociates.com and rradwan@trautmanassociates.com

**4. SITE VISITATION / PRE-BID CONFERENCE**

- A. A Pre-Bid Conference will be held at 10:30 AM on Thursday February 15, 2024 at the Buffalo & Erie County Central Library to review the scope of the project and respond to any questions from bidders.
- B. Prospective Bidders shall assemble promptly on the date indicated at the Buffalo & Erie County Central Library.

**5. PREPARATION OF PROPOSALS**

- A. Submit proposal on the enclosed form. Enclose in sealed envelope bearing the title of the work and the name of the Bidder. Bidders shall submit all of the following to be considered :

- 1) Proposal Form, included herein, inclusive of the following:

**ERIE COUNTY DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

- 1) Base Bid Price
    - a) The Base Bid Price is inclusive of any associated allowances for a given Contract within the Project. If allowances are associated with the Project, note that the contractor is to include an overhead and profit markup for the entirety of a Lump-Sum Allowance. See Specification 012100 – Allowances included in the Project Manual for more information.
  - 2) Completion Time
  - 3) Alternate Pricing (if applicable)
  - 4) Unit Pricing (if applicable)
  - 5) Substitutions (if applicable)
  - 6) Acknowledgement of all Addenda
  - 7) Non-Collusive Bidding Certificate
  - 8) Company information with Owner Signature
  - 9) Apprenticeship Certification (if applicable; see the proposal form and Section 10 of the General Conditions for more information)
  - 10) Contractors Own Workforce – See Section 3.18 of the General Conditions for more information
  - 11) Equal Pay Certification - See Sections 8.04 and 8.07 of the General Conditions for more information
  - 12) Erie County Executive Order #18 Attestation and Statement of Workforce (if applicable; See the proposal form and Section 8.08 of the General Conditions for more information)
  - 13) Drug and Alcohol Testing Compliance Form
- 2) Experience Questionnaire conforming to the New York Vendor Responsibility Questionnaire For-Profit Construction (Form CCA-2) as included within the project manual.
    - 1) **NOTE** – Failure to submit the completed Responsibility Questionnaire referenced above with the sealed bid proposal shall render the bid non-responsive and the bid shall not be considered in accordance with Erie County Local Law 2-2021.
      - a) See Appendix D for the fill version of Local Law 2-2021.
    - 2) Form CCA-2 is to be provided with the sealed bid proposal in its entirety, inclusive of Attachments A and B.

**ERIE COUNTY DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

- a) **Attachment C titled 'FINANCIAL INFORMATION' will only be required to be provided by the awarded contractor, prior to final contract execution, at the request of the County.** Failure to project Attachment C at the request of the County may result in termination or cancelled execution of the contract associated with a given Project.
- 3) If the contractor is already enrolled in the New York State's VendRep system, the contractor is permitted to print out their packet from the State's system, in its entirety inclusive of Attachments A and B, to provide within their respective sealed bid proposal submission.
- 4) All documents related to the CCA-2 Questionnaire can be found in the front end of the project manual and can also be found at the link below  
  
<https://www.osc.state.ny.us/state-vendors/vendrep/profit-construction-questionnaire-cca-2>
- 3) Erie County Minority/Women Business Enterprise & Service-Disabled Veteran Owned Business Utilization Report – Part A included herein (if applicable; See the proposal form and Section 8.06 of the General Conditions for more information).
- 4) Bid Bond in an amount not less than five percent (5%) of the base bid.
- B. In case of a difference between the stipulated amount of the proposal written in words and the stipulated amount written in figures, the stipulated amount stated in written words shall govern.
- C. Proposals shall not contain any recapitulations of the work to be done. Alternate proposals will not be considered unless called for. Oral proposals or modifications will not be considered.
- D. Any Bidder may withdraw their proposal, either personally or by fax or written request, at any time prior to the scheduled closing time for receipt of proposals.
- E. All proposal forms submitted by a bidder requiring a bidder's signature must bear an original signature signed in ink. Proposals submitted without original signatures will be rejected.

**6. AWARD OR REJECTION**

- A. The Contract for each phase of the work will be awarded to the lowest qualified responsible Bidder. The Owner reserves the right to reject any or all proposals or to waive any informality. All proposals shall be good for 90 days from date of opening.
- B. For the purpose of determining the lowest responsible bidder, the County shall compare all base bids plus any add or any deduct Alternate Bid items. Unit prices set forth in the proposal shall not be considered in determining the lowest responsible bidder.
- C. The County reserves the right to accept or reject any and all Alternate Bid Items in any order. The low-bidder will be determined based on the base scope of work and the alternates selected by the Owner, if applicable.
- D. The County reserves the right to deem a contractor "Non-responsible" in accordance with Erie County Local Law No. 2-2021

**7. INTERPRETATION OF DOCUMENTS**

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

**8. ADDENDA**

- A. Any Addenda issued during the time of bidding shall be covered in the proposal, and shall be made a part of the Contract Documents. Receipt of each Addendum shall be acknowledged in the proposal.
- B. A final addendum will be issued no later than Thursday, February 22, 2024. Requests for interpretation or correction (RFI) shall be submitted to the Architect no later than 11:30AM on Tuesday, February 27, 2024.

**9. BID BOND**

- A. Each proposal must be accompanied by a Bid Bond in form similar to American Institute of Architects Document No. A-310 in an amount not less than five percent (5%) of the base bid.
- B. Should the Bidder, if awarded the Contract, fail to execute the Agreement within five (5) days in accordance with the proposal and other Contract Documents the Bid Bond amount shall be forfeited to the Owner as liquidated damages caused by such failures.

**10. PERFORMANCE AND LABOR AND MATERIAL PAYMENT BOND**

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

**11. QUALIFICATIONS OF BIDDERS**

- A. The Bidder shall submit all documents as described in Section 5 above.
- B. All prospective bidders are hereby notified that they must be able to prove to the satisfaction of the Owner that they are a responsible bidder and have the skill and experience, as well as the necessary facilities, ample financial resources, organization and general reliability to do the work to be performed under the provisions of the contract in a satisfactory manner and within the time specified.



**ERIE COUNTY DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

- C. At the request of the Owner, within forty-eight hours (48) after the opening of the proposals, the lowest three bidders, if requested, must submit, in duplicate, to the Owner a current financial statement certified to be true and correct by a certified public accountant or an officer or principal of the bidder.
- D. Each bidder must be prepared to show to the satisfaction of the Owner that he has sufficient liquid assets available for the project upon which he is bidding. The Owner does not regard credit, borrowed money, equity in real estate, life insurance, reserves representing pre-payment of taxes and life insurance, and other expenses, deposits held as security for other contracts, capital of proposed sub-contractors, capital stock of the contractor, and similar items, as liquid assets available for the work to be performed under the contract.
- E. A bidder must also be prepared to prove to the satisfaction of the Owner that he has successfully completed a contract of similar work in an amount of not less than 25 percent of the amount of the proposed contract.
- F. Each bidder must comply promptly with all requests by the Owner for information and must actively cooperate with the Owner in its efforts to determine whether the bidder is qualified.
- G. The award of the contract shall not be construed as a guarantee by the Owner that the plant, equipment and the general scheme of operations and other data submitted by the bidder with or after their proposal is either adequate or suitable for the satisfactory performance of the work.

**12. ACKNOWLEDGEMENTS**

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

**13. EQUIVALENT MATERIAL OR EQUIPMENT**

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

**14. LIST OF PROPOSED SUBCONTRACTORS**

- A. The low bidder, or three low bidders if requested, shall submit a complete list of sub-contractors he proposes to use not later than 48 hours after receipt of bid proposals.
- B. Sub-contractor list shall be delivered to the Architect with a copy for the Owner.
- C. Execution of the Contract by the Owner without objection to any name on said list shall constitute an acceptance of the same. Should the Owner request that a different sub-contractor be proposed for any phase of the work, the bidder shall comply with such requests until a sub-contractor acceptable to the Owner is proposed. No sub-contractor approved by the Owner may be replaced unless replacement is approved by the Owner.

**15. NON-COLLUSIVE BIDDING CERTIFICATE**

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

**16. SALES TAX EXEMPTION**

- A. The Owner is an exempt organization under the Tax Law and is exempt from payment of Sales and Compensating Use Taxes of the State of New York and cities and counties of the State on all materials sold to the Owner pursuant to the provisions of the Contract. These taxes are not to be included in bids.
  - 1. Section 115 (a) (15) of the Tax Law provides that tangible personal property sold to a Contractor for use in erecting a structure or building for an exempt organization is exempt from the Sales and Compensating Use Tax of the State of New York and of cities and counties of the State provided such tangible personal property is to become an integral component part of such structure, building, or real property.
  - 2. There is no exemption from the Sales or Use Tax on sales or charges to a Contractor or sub-contractor for the purchase or lease of supplies, machinery, equipment, tools, services, etc., used or consumed in the completion of the Contract. The Contractor and its sub-contractors shall be responsible for and pay any and all applicable taxes including Sales and Compensating Use Taxes on such items.

**17. BIDDING DOCUMENTS**

- A. Drawings, Specifications and other Bidding Documents must be downloaded from the Erie.gov website <http://www.erie.gov/dpw/>, 'Bids, RFPs, RFQs' then select 'Bid Documents', unless stated otherwise in the Notice to Bidders. Electronic pdf files of the Bid Documents will be available for each Prime Contract Bidder for purposes of preparing a bona fide Proposal.

**18. EXISTING CONDITIONS**

- A. It shall be the responsibility of each and every bidder to thoroughly investigate all existing conditions and he shall acquaint themselves with existing conditions, insofar as it may affect their work and/or bidding.
- B. The Bidder, before submitting a proposal, shall satisfy themselves fully as to the work called for on the Contract Documents, and to the working conditions and condition of the site, including the existence of other facilities and/or structures on, over or under the site which may interfere with, or make more difficult, the performance of the Contract.
- C. The signature of the Bidder upon the proposal form shall constitute a certification to the Owner that such Bidder is fully informed regarding all the conditions affecting the work to be done, that such information was secured by personal investigation and that such Bidder accepts full responsibility for their bid.
- D. If a Bidder should encounter any condition not provided for in the Contract Documents that will affect their bid or the performance of their contract obligations, should he be the successful bidder, he shall notify the Architect, in writing, at least five (5) days prior to opening of bids.

**19. WAGE RATES**

- A. It is hereby agreed by the parties to this contract that all laborers, workmen and mechanics employed on the work done in performance of said contract shall be paid not less than the rate of wages listed on the current prevailing rate schedule issued by the New York State Department of Labor for the trade or occupation of such laborer, workmen, or mechanics, and any supplements thereto.
- B. The wage rates and supplemental benefits to be paid such laborer, workmen or mechanics shall always be those prevailing at the time the work is being performed.
- C. A copy of the current "Prevailing Rate Schedule" is attached hereto for convenience. The wage rates and supplemental benefits listed thereon are subject to change and may be superseded by any schedule hereafter issued by the New York State Department of Labor. Any such revised schedules shall be attached hereto and become a part of this contract, but this will in no way alter the contract amount or any provisions of said contract.
- D. It is the responsibility of the Contractor to remain familiar with the currently applicable schedule.
- E. Should the Contractor employ laborers, workmen or mechanics engaged in any trade for which a wage rate is not stipulated in the attached schedule, or any supplements thereto, he shall obtain the appropriate wage rate from the New York State Department of Labor before employing the laborer, workman or mechanic.
- F. Section 220-a of the New York State Labor Law requires the Contractor and each of its sub-contractors to place on file with the Owner, certificates relating to the final payment of wages and supplements for Labors on this Project. Samples of the required certificates immediately follow this section and are designated as PICC-1 (Sub-contractor Certification) and PICC-2 (Prime Contractor Certification, pages 1 & 2). The Contractor and each of its sub-contractors acknowledge that no final payment can be made to the Contractor unless the necessary certifications, properly executed, accompany the final payment request.
- G. If a Contractor or sub-contractor has had one final determination by the New York State Department of Labor that it willfully failed to pay or provide the prevailing rate of wages or supplements to its employees, the contractor or sub-contractor will be ineligible to tender a bid.

**20. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA)**

- A. It is the contractor responsibility to submit proof of OSHA 10 certification for all employees performing work on a job site associated with the Project. OSHA 10 certification can be submitted through the LCPtracker software system.

**21. DRUG & ALCOHOL TESTING PROGRAM COMPLIANCE**

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

**END OF SECTION (see attachment)**

**ATTACHEMENT**

1. Erie County Local Law 2-2021 – MWBE Goals
2. Erie County Local Law 3-2023 – SDVOB Goals

TRAUTMAN ASSOCIATES  
EMERGENCY EGRESS & SYSTEMS  
BUFFALO & ERIE COUNTY CENTRAL LIBRARY  
ONE LAFAYETTE SQUARE BUFFALO NEW YORK 14202  
EC DPW PROJECT NO.2022-812-02  
TA PROJECT 22079

**ERIE COUNTY DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

# WAGE RATES





Kathy Hochul, Governor

Roberta Reardon, Commissioner

Erie County DPW  
Robert Radwan, Project Architect  
Trautman Associates  
37 Franklin Street  
Suite 100  
Buffalo NY 14202

Schedule Year 2023 through 2024  
Date Requested 11/29/2023  
PRC# 2023013982

Location Central Library  
Project ID# TA 20042  
Project Type Buffalo and Erie County Public Library Emergency Egress & Systems

### PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for your project.

The schedule is effective from July 2023 through June 2024. 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](http://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 12226





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

## Introduction

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

## Responsibilities of the Department of Jurisdiction

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

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

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

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

Both the PW 16 and PW 200 forms are available for completion [online](#).

## Hours

No laborer, worker, or mechanic in the employ of a contractor or subcontractor engaged in the performance of any public work project shall be permitted to work more than eight hours in any day or more than five days in any week, except in cases of extraordinary emergency. The contractor and the Department of Jurisdiction (Contracting Agency) may apply to the Bureau of Public Work for a dispensation permitting workers to work additional hours or days per week on a particular public work project.

## Wages and Supplements

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule from the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12226; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website [www.labor.ny.gov](http://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](http://www.labor.ny.gov).

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year. The annual determination is available on the NYSDOL website [www.labor.ny.gov](http://www.labor.ny.gov).

## Payrolls and Payroll Records

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

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

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

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

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

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

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

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

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

### **Withholding of Payments**

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

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

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

### **Summary of Notice Posting Requirements**

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

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

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

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

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

## **Apprentices**

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

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

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12226 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested.

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

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

## **Interest and Penalties**

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

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

## **Debarment**

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

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

## **Criminal Sanctions**

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

## **Discrimination**

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

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

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

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

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

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

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

### **Workers' Compensation**

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

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

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

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

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

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

### **Unemployment Insurance**

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



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Erie County DPW  
Robert Radwan, Project Architect  
Trautman Associates  
37 Franklin Street  
Suite 100  
Buffalo NY 14202

Schedule Year 2023 through 2024  
Date Requested 11/29/2023  
PRC# 2023013982

Location Central Library  
Project ID# TA 20042  
Project Type Buffalo and Erie County Public Library Emergency Egress & Systems

### 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](mailto: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](http://www.labor.ny.gov) or be made available upon request by contacting the Bureau of Public Work at 518-457-5589. \*In the event the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice.

(12.20)

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

## **Budget Policy & Reporting Manual**

# **B-610**

### **Public Work Enforcement Fund**

*effective date December 7, 2005*

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#### **1. Purpose and Scope:**

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

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

#### **2. Background and Statutory References:**

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

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

#### **3. Procedures and Agency Responsibilities:**

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

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



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

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

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

Reports should contain the following information:

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

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

Department of Labor  
Administrative Finance Bureau-PWEF Unit  
Building 12, Room 464  
State Office Campus  
Albany, NY 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](mailto: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](http://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](http://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

**Erie County General Construction**

**Boilermaker** **11/01/2023**

**JOB DESCRIPTION** Boilermaker **DISTRICT 12**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour: 07/01/2023

Boilermaker \$ 36.10

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

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

**SUPPLEMENTAL BENEFITS**

Per hour: \$ 32.30\*

\*NOTE: \$31.06 of this amount is for every Hour "Paid"

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

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

**REGISTERED APPRENTICES**

1st Term at 12 Months

Terms 3-8 at 6 Months

Per Hour:

1st 65%      3rd 70%      4th 75%      5th 80%      6th 85%      7th 90%      8th 95%

Supplemental Benefits per hour:

All Terms \$ 32.30\*\*

\*\*NOTE: \$31.06 of this amount is for every Hour "Paid"

12-7

**Carpenter - Building** **11/01/2023**

**JOB DESCRIPTION** Carpenter - Building **DISTRICT 12**

**ENTIRE COUNTIES**

Erie

**PARTIAL COUNTIES**

Cattaraugus: Townships of Persia and Perrysburg

**WAGES**

Per hour: 07/01/2023

Building:

Carpenter	\$ 33.53
FloorLayer	33.53
Certified Welder	34.53
Hazardous Waste Worker	35.03
Diver-Dry Day	34.53
Diver Tender	34.53
Diver-Wet Day***	61.25

Hazardous Waste Worker: Hazardous sites requiring personal protective equipment.

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

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

**SHIFT WORK**

On Agency/Owner mandated shift work, the following rates will be applicable:

- 1st Shift - Regular Rate
- 2nd Shift - Premium of 7% of base wage per hour
- 3rd Shift - Premium of 14% of base wage per hour

Shift work shall be defined as implementing at least two (2) shifts in a twenty-four (24) consecutive hour period. Shift work must be for a minimum of three (3) consecutive days.

NOTE - The 'Employer Registration' (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Carpenter(s)	\$ 29.60
Diver(s)	29.60

**OVERTIME PAY**

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

Wages per hour:

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

Floorlayer Apprentices:

1st	2nd	3rd	4th
65%	70%	75%	80%

Carpenter Apprentices:

1st	2nd	3rd	4th
65%	70%	75%	80%

Supplemental Benefits per hour worked:

1st	2nd	3rd	4th
\$12.75	\$12.75	\$15.35	\$15.35

12-276B-Cat

**Carpenter - Building / Heavy&Highway**

**11/01/2023**

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

**DISTRICT 2**

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

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

**WAGES**

Wages per hour:	07/01/2023	07/01/2024
		Additional
Carpenter - ONLY for Artificial Turf/Synthetic Sport Surface	\$ 34.48	\$ 2.25*

\*To be allocated at a later date

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

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman	\$ 26.30
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**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (5) on HOLIDAY PAGE

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

Notes:

When a holiday falls upon a Saturday, it shall be observed on the preceding Friday. When a holiday falls upon a Sunday, it shall be observed on the following Monday.

An employee taking an unexcused day off the regularly scheduled day before or after a paid Holiday shall not receive Holiday pay.

**REGISTERED APPRENTICES**

Wages per hour (1300 hour terms at the following percentage of Journeyman's wage):

1st	2nd	3rd	4th
65%	70%	75%	80%

Supplemental Benefits per hour:

1st term	\$ 17.56
2nd term	18.04
3rd term	20.06
4th term	20.54

2-42AtSS

**Carpenter - Heavy&Highway**

**11/01/2023**

**JOB DESCRIPTION** Carpenter - Heavy&Highway

**DISTRICT** 12

**ENTIRE COUNTIES**

Erie

**WAGES**

Per hour: 07/01/2023

Carpenter	\$ 38.69
Certified Welder	41.19
Diver-Dry Day	39.69
Diver-Wet Day**	63.69
Diver Tender	39.69
Hazardous Material Worker	40.19
Piledriver	38.69
Effluent & Slurry Diver-Dry Day	59.54
Effluent & Slurry Diver-Wet Day	95.54

Hazardous Waste Worker: Hazardous sites requiring personal protective equipment.

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

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

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

NOTE - The 'Employer Registration' (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Carpenter(s)	\$ 32.09
Diver(s)	32.09

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wages per hour:

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

Carpenter Apprentice:

1st	2nd	3rd	4th	5th
65%	70%	75%	80%	85%

Pile Driver Apprentice (1300hour terms at percentage of Pile Driver Rate)

1st	2nd	3rd	4th
65%	70%	75%	80%

Supplemental benefits Carpenter/Pile Driver per hour worked:

1st	2nd	3rd	4th	5th
\$ 18.53	\$ 19.09	\$ 21.19	\$ 21.74	\$ 22.29

12-276HH-Erie

**Electrician**

**11/01/2023**

**JOB DESCRIPTION** Electrician

**DISTRICT 3**

**ENTIRE COUNTIES**

Erie

**PARTIAL COUNTIES**

Cattaraugus: Only the Townships of Ashford, East Otto, Ellicottville, Farmersville, Freedom, Franklinville, Lyndon, Machias, Mansfield, New Albion, Otto, Perrysburg, Persia and Yorkshire.

Genesee: Only the Townships of Alabama, Alexander, Darien, Oakfield, Pembroke and that portion of the Towns of Batavia and Elba that are west of Little Tonawanda Creek; Tonawanda Creek; the City limits of Batavia (in effect prior to Feb. 1, 1970) and State Highway 98 north of the City of Batavia, then north on Highway 98 to the Orleans County line.

Wyoming: Only the Townships of Arcade, Attica, Bennington, Eagle, Java, Orangeville, Sheldon and Wethersfield.

**WAGES**

Per hour: 07/01/2023

Electrician*	\$ 39.99
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\* Includes teledata work

When shift work is mandated either in the job specification or by the contracting agency the following premiums apply:

17.3% for work from 4:30PM - 1:00AM

31.4% for work from 12:30AM - 9:00AM

Additional \$0.50/hr in shafts over 25 ft. deep and in underground tunnels over 75 ft. long.

Additional \$0.75/hr for work on toothpicks, structural steel, temporary platforms, swinging scaffolds, boatswain chairs, smoke stacks or water towers 30 ft above the floor or for work on rolling scaffolds and ladders over 50 ft.

Additional \$1.50/hr for Cable Splicers on such work as lead, and shielded cable and splices or terminations on cable 5KV and above.

Additional \$1.00/hr for Hot work (Atomic plants).  
Additional \$2.00/hr for work on radio, TV, light towers and floating platforms or climbing ladders in excess of 100 ft. high.

**SUPPLEMENTAL BENEFITS**

Per hour: \$ 31.55\*

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

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

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

**REGISTERED APPRENTICES**

Wages per hour:

Hour terms at the following wages:

0 to 1000 to 2000 to 3500 to 5000 to 6500 to 8200  
\$ 14.80 \$ 16.00 \$ 18.00 \$ 22.00 \$ 28.00 \$ 32.00

Supplemental benefits per hour:

0 to 2000 to 6500 to 8200  
\$ 14.31\* \$ 25.30\* \$ 31.55\*

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

3-41

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**Elevator Constructor** **11/01/2023**

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**JOB DESCRIPTION** Elevator Constructor

**DISTRICT 3**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour: 07/01/2023  
Elevator Constructor \$ 57.37  
Helper 40.16

NOTE The Employer Registration (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

**SUPPLEMENTAL BENEFITS**

Per hour: \$ 37.34

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

**OVERTIME PAY**

See (D, O) on OVERTIME PAGE

**HOLIDAY**

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

**REGISTERED APPRENTICES**

Wages per hour:

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

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

Supplemental benefits per hour:

\$ 37.34

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

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

**Glazier**

**11/01/2023**

**JOB DESCRIPTION** Glazier

**DISTRICT 3**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour: 07/01/2023

Glazier \$ 30.48

Working off Suspended

Scaffold (Swing Stage) 32.48

Maintenance 19.80\*

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

NOTE The Employer Registration (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeymen Glazier \$ 26.59

Maintenance 16.76

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE for Glazier and Glazier Apprentices.

Paid: See (5, 6) on HOLIDAY PAGE for Maintenance

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

**REGISTERED APPRENTICES**

Wages per hour:

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

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 18.00	\$ 19.00	\$ 20.00	\$ 21.00	\$ 22.00	\$ 23.00	\$ 24.00	\$ 25.00

Supplemental benefits per hour:

1st & 2nd terms \$ 8.60

3rd & 4th terms 11.10

5th & 6th terms 12.60

7th & 8th terms 14.10

3-660

**Insulator - Heat & Frost**

**11/01/2023**

**JOB DESCRIPTION** Insulator - Heat & Frost

**DISTRICT 3**

**ENTIRE COUNTIES**

Allegany, Cattaraugus, Chautauqua, Erie, Niagara, Wyoming

**PARTIAL COUNTIES**

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

**WAGES**

Per Hour: 07/01/2023

Heat & Frost Insulator \$ 36.10

**SUPPLEMENTAL BENEFITS**

Per hour: \$ 27.99

**OVERTIME PAY**

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

\* Note - Double time after 10 hours on Saturday.

\*\* Note - Triple time on Labor Day if WORKED.

**HOLIDAY**

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

**REGISTERED APPRENTICES**

Wages per hour:

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

1st	2nd	3rd	4th
60%	70%	75%	80%

Supplemental Benefits per hour:

1st	\$ 8.46
2nd	12.04
3rd	27.99
4th	27.99

3-4

**Ironworker**

**11/01/2023**

**JOB DESCRIPTION** Ironworker

**DISTRICT 3**

**ENTIRE COUNTIES**

Cattaraugus, Chautauqua

**PARTIAL COUNTIES**

Allegany: Entire county except the Towns of Birdsall, Burns and Grove.

Erie: All except the Town of Grand Island north of Whitehaven Road.

Genesee: Only the Townships of Alabama, Alexander, Darien and Pembroke

Steuben: Only the Townships of Canisteo, Freemont, Greenwood, Hartsville, Hornell, Hornellsville, Howard, Jasper, Troupsburg and West Union

Wyoming: Only the Townships of Arcade, Attica, Bennington, Eagle, Gainsville, Java, Orangeville, Pike, Sheldon, Warsaw and Wethersfield.

**WAGES**

Per hour: 07/01/2023

Structural	\$ 33.40
Ornamental	33.40
Layout	33.40
Rodmen	33.40
Reinforcing	33.40
Welders	33.40
Riggers & Mach. Movers	33.40
Curtain Wall Erector	33.40
Window Erector	31.05
Fence Erector	31.97

When shift work is mandated either in the job specification or by the contracting agency the following premiums apply:

10% for second shift work from 2:00PM - 7:00PM

15% for third shift work from 7:00PM - 12:00AM

When a single irregular shift is worked outside the standard workday with the start times based on second and third shifts, a 10% premium on hours worked applies.

**SUPPLEMENTAL BENEFITS**

Per hour:

Fence erectors	\$ 30.63
All others	32.13

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

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

**REGISTERED APPRENTICES**

Wages per hour:



One year terms at the following wage:

1st	2nd	3rd	4th
\$ 19.50	\$ 21.50	\$ 23.50	\$ 25.50

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$ 14.53	\$ 24.44	\$ 25.85	\$ 27.27

3-6

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**Ironworker** **11/01/2023**

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**JOB DESCRIPTION** Ironworker **DISTRICT 3**

**ENTIRE COUNTIES**

Niagara

**PARTIAL COUNTIES**

Erie: Only that portion of the Township of Grand Island north of Whitehaven Road.

Orleans: Only the Townships of Ridgeway, Shelby and Yates.

**WAGES**

Per hour: 07/01/2023

Structural	\$ 33.00
Ornamental	33.00
Reinforcing	33.00
Rigger & Mach. Mover	33.00
Pre-Engineered	33.00
Fence Erector	33.00
Pre-Cast Erector	33.00
Welder	33.00
Window Erector	33.00

When shift work is mandated either in the job specification or by the contracting agency the following premiums apply:

10% for second shift work from 2:00PM - 7:00PM

15% for third shift work from 7:00PM - 12:00AM

When a single irregular shift is worked outside the standard workday with the start times based on second and third shifts, a 10% premium on hours worked applies.

**SUPPLEMENTAL BENEFITS**

Per hour: \$ 32.80

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wages per hour:

One year terms at the following wage:

1st term	\$ 19.50
2nd term	21.50
3rd term	23.50
4th term	25.50

Supplemental benefits per hour:

1st term	\$ 12.78
2nd term	20.66
3rd term	21.78
4th term	22.91

3-9

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**Laborer - Building** **11/01/2023**

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**JOB DESCRIPTION** Laborer - Building

**DISTRICT 3**

**ENTIRE COUNTIES**

Erie

**PARTIAL COUNTIES**

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

**WAGES**

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

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

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

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

CLASS E: Wearing of replaceable cartridge respirator.

CLASS F: Asbestos Removal, Deleader.

CLASS G: Hazardous Waste Worker.

Per hour: 07/01/2023

Building Laborer:

CLASS A	\$ 30.43
CLASS B	30.60
CLASS C	30.71
CLASS D	31.18
CLASS E	31.43
CLASS F	31.93
CLASS G	32.43

**SUPPLEMENTAL BENEFITS**

Per hour:

\$ 28.40

**OVERTIME PAY**

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

Wages per hour:

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

0 to 1500 to 3000 to 4000  
70% 80% 90%

Supplemental benefits per hour:

\$ 28.40

3-210b

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**Laborer - Heavy&Highway**

**11/01/2023**

**JOB DESCRIPTION** Laborer - Heavy&Highway

**DISTRICT** 3

**ENTIRE COUNTIES**

Erie

**WAGES**

Heavy/Highway Laborer:

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

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

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

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

Per hour:	07/01/2023
Heavy/Highway Laborer:	
GROUP A	\$ 34.66
GROUP B	34.86
GROUP C	35.06
GROUP D	35.26

For all Deleader & Asbestos work add \$1.50 to Group A rate.

For all Hazardous waste work add \$2.00 to Group A rate.

For use of replaceable cartridge respirator add \$1.00 to Group A rate.

An additional \$4.00 per hour is required when an irregular work shift starting any time from 3:30PM to 1:00AM is mandated either in the job specification or by the contracting agency.

Sewer/Water Laborer:

GROUP A: Basic, Flagman, Top man, Wreckers.

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

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

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

GROUP E: Utility pave driver, Laser operator.

GROUP F: Blaster.

Per hour:	07/01/2023
Sewer/Water Laborer:	
GROUP A	\$ 34.66
GROUP B	34.76
GROUP C	34.81
GROUP D	34.91
GROUP E	35.26
GROUP F	35.66

For all Deleader & Asbestos work add \$1.50 to Group A rate.

For all Hazardous waste work add \$2.00 to Group A rate.

An additional \$4.00 per hour is required when an irregular work shift starting any time from 3:30PM to 1:00AM is mandated either in the job specification or by the contracting agency.

#### **SUPPLEMENTAL BENEFITS**

Per hour:

\$ 28.90

#### **OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

#### **HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

#### **REGISTERED APPRENTICES**

Wages per hour:

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

0 to 1500 to 3000 to 4000  
70% 80% 90%

Supplemental benefits per hour:

\$ 28.90

3-210h

**Laborer - Tunnel**

**11/01/2023**

**JOB DESCRIPTION** Laborer - Tunnel

**DISTRICT 3**

**ENTIRE COUNTIES**

Erie

**WAGES**

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

CLASS B: Air Spade, Jackhammer, Pavement Breaker.

CLASS C: Top Bell.

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

CLASS E: Powder Monkey.

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

CLASS G: Steel Erectors, Piledriver, Rigger.

Per hour: 07/01/2023

Tunnel Laborer:

CLASS A	\$ 36.16
CLASS B	36.31
CLASS C	36.41
CLASS D	36.91
CLASS E	37.01
CLASS F	37.41
CLASS G	37.66

For all Deleader & Asbestos work add \$1.50 to Class A rate.

For all Hazardous waste add \$2.00 to Class A rate.

For use of replaceable cartridge respirator add \$1.00 to Group A rate.

An additional \$4.00 per hour is required when a single irregular work shift starting any time from 5:00PM to 1:00AM is mandated either in the job specification or by the contracting agency.

**SUPPLEMENTAL BENEFITS**

Per hour:

\$ 28.90

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wages per hour:

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

0 to 1500 to 3000 to 4000  
70% 80% 90%

Supplemental benefits per hour:

\$ 28.90

3-210t

**Lineman Electrician**

**11/01/2023**

**JOB DESCRIPTION** Lineman Electrician

**DISTRICT 6**

**ENTIRE COUNTIES**

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

**WAGES**

A Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors, assembly of all electrical materials, conduit, pipe, or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

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

NOTE: Includes Teledata Work within ten (10) feet of High Voltage Transmission Lines. Also includes digging of holes for poles, anchors, footer, and foundations for electrical equipment.

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

Per hour:	07/01/2023	05/06/2024
Lineman, Technician	\$ 57.40	\$ 58.90
Crane, Crawler Backhoe	57.40	58.90
Welder, Cable Splicer	57.40	58.90
Digging Mach. Operator	51.66	53.01
Tractor Trailer Driver	48.79	50.07
Groundman, Truck Driver	45.92	47.12
Equipment Mechanic	45.92	47.12
Flagman	34.44	35.34

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

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

Lineman, Technician	\$ 57.40	\$ 58.90
Crane, Crawler Backhoe	57.40	58.90
Cable Splicer	63.14	64.79
Certified Welder,		
Pipe Type Cable	60.27	61.85
Digging Mach. Operator	51.66	53.01
Tractor Trailer Driver	48.79	50.07
Groundman, Truck Driver	45.92	47.12
Equipment Mechanic	45.92	47.12
Flagman	34.44	35.34

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

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

Lineman, Tech, Welder	\$ 58.72	\$ 60.22
Crane, Crawler Backhoe	58.72	60.22
Cable Splicer	64.59	66.24
Certified Welder,		
Pipe Type Cable	61.66	63.23
Digging Mach. Operator	52.85	54.20
Tractor Trailer Driver	49.91	51.19
Groundman, Truck Driver	46.98	48.18
Equipment Mechanic	46.98	48.18
Flagman	35.23	36.13

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

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

Lineman, Tech, Welder	\$ 59.91	\$ 61.41
Crane, Crawler Backhoe	59.91	61.41
Cable Splicer	59.91	61.41
Digging Mach. Operator	53.92	55.27
Tractor Trailer Driver	50.92	52.20
Groundman, Truck Driver	47.93	49.13
Equipment Mechanic	47.93	49.13
Flagman	35.95	36.85

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

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

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

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

**SUPPLEMENTAL BENEFITS**

Per hour:

	07/01/2023	05/06/2024
Lineman, Technician, or Equipment Operators with Crane License	\$ 29.40 *plus 7% of the hourly wage paid	\$ 30.90 *plus 7% of the hourly wage paid
All other Journeyman	\$ 26.40 *plus 7% of the hourly wage paid	\$ 26.90 *plus 7% of the hourly wage paid

\*The 7% is based on the hourly wage paid, straight time or premium time.

**OVERTIME PAY**

See (B, E, Q, X) on OVERTIME PAGE. \*Note\* Double time for all emergency work designated by the Dept. of Jurisdiction.

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

**HOLIDAY**

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

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

**REGISTERED APPRENTICES**

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

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

SUPPLEMENTAL BENEFITS per hour:

	07/01/2023	05/06/2024
	\$ 26.40 *plus 7% of the hourly	\$ 26.90 *plus 7% of the hourly

wage paid                      wage paid

\*The 7% is based on the hourly wage paid, straight time or premium time.

6-1249a

**Lineman Electrician - Teledata** **11/01/2023**

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

**ENTIRE COUNTIES**

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

**WAGES**

Per hour:

For outside work, stopping at first point of attachment (demarcation).

	07/01/2023	01/01/2024	01/01/2025
Cable Splicer	\$ 37.73	\$ 39.24	\$ 40.81
Installer, Repairman	\$ 35.81	\$ 37.24	\$ 38.73
Teledata Lineman	\$ 35.81	\$ 37.24	\$ 38.73
Tech., Equip. Operator	\$ 35.81	\$ 37.24	\$ 38.73
Groundman	\$ 18.98	\$ 19.74	\$ 20.53

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

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

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

**SUPPLEMENTAL BENEFITS**

Per hour:	07/01/2023	01/01/2024	01/01/2025
Journeyman	\$ 5.70	\$ 5.70	\$ 5.70
	*plus 3% of the hourly wage paid	*plus 3% of the hourly wage paid	*plus 3% of the hourly wage paid

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

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

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

**HOLIDAY**

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

6-1249LT - Teledata

**Lineman Electrician - Traffic Signal, Lighting** **11/01/2023**

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

**ENTIRE COUNTIES**

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

**WAGES**

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

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

A flagger's duties shall consist of traffic control only.  
 (Ref #14.01.01)

Per hour:	07/01/2023	05/06/2024
Lineman, Technician	\$ 49.32	\$ 50.54
Crane, Crawler Backhoe	49.32	50.54
Certified Welder	51.79	53.07
Digging Machine	44.39	45.49
Tractor Trailer Driver	41.92	42.96
Groundman, Truck Driver	39.46	40.43
Equipment Mechanic	39.46	40.43
Flagman	29.59	30.32

Above rates are applicable for installation, testing, operation, maintenance and repair on all Traffic Control (Signal) and Illumination (Lighting) projects, Traffic Monitoring Systems, and Road Weather Information Systems. Includes digging of holes for poles, anchors, footer foundations for electrical equipment; assembly of all electrical materials or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

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

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

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

**SUPPLEMENTAL BENEFITS**

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

	07/01/2023	05/06/2024
Lineman, Technician, or Equipment Operators with Crane License	\$ 29.40 *plus 7% of the hourly wage paid	\$ 30.90 *plus 7% of the hourly wage paid
All other Journeyman	\$ 26.40 *plus 7% of the hourly wage paid	\$ 26.90 *plus 7% of the hourly wage paid

\*The 7% is based on the hourly wage paid, straight time or premium time.

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE. \*Note\* Double time for all emergency work designated by the Dept. of Jurisdiction.

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

**HOLIDAY**

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

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

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



**REGISTERED APPRENTICES**

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

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

SUPPLEMENTAL BENEFITS per hour:

07/01/2023	05/06/2024
\$ 26.40	\$ 26.90
*plus 7% of the hourly wage paid	*plus 7% of the hourly wage paid

\*The 7% is based on the hourly wage paid, straight time or premium time.

6-1249a-LT

**Lineman Electrician - Tree Trimmer**

**11/01/2023**

**JOB DESCRIPTION** Lineman Electrician - Tree Trimmer

**DISTRICT 6**

**ENTIRE COUNTIES**

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

**WAGES**

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

Per hour:	07/01/2023	12/31/2023
Tree Trimmer	\$ 29.80	\$ 31.44
Equipment Operator	26.35	27.80
Equipment Mechanic	26.35	27.80
Truck Driver	21.95	23.15
Groundman	18.07	19.07
Flag person	14.20	14.20*

\*NOTE- Rate effective on 01/01/2024 - \$15.00 due to minimum wage increase

**SUPPLEMENTAL BENEFITS**

Per hour:

	07/01/2023	12/31/2023
Journeyman	\$ 10.48	\$ 10.48
	*plus 4.5% of the hourly wage paid	*plus 4.5% of the hourly wage paid

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

**OVERTIME PAY**

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

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

**HOLIDAY**

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

NOTE: All paid holidays falling on a Saturday shall be observed on the preceding Friday.  
 All paid holidays falling on a Sunday shall be observed on the following Monday.

6-1249TT

**Mason - Building**

**11/01/2023**

**JOB DESCRIPTION** Mason - Building

**DISTRICT 3**

**ENTIRE COUNTIES**

Erie, Niagara

**PARTIAL COUNTIES**

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

**WAGES**

Per hour:	07/01/2023	04/01/2024
		Additional
Plasterer	\$ 31.40	\$ 1.50

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

**SUPPLEMENTAL BENEFITS**

Per hour:	\$ 23.74
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**OVERTIME PAY**

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

All other work See ( B, E, Q ) on OVERTIME PAGE.

**HOLIDAY**

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

**REGISTERED APPRENTICES**

Wages per hour:

Hour terms at the following dollar amounts:  
07/01/2023

0-2000	\$ 20.00
2000-4000	\$ 22.00
4000-6000	\$ 24.00
6000-8000	\$ 26.00

Supplemental benefits per hour:

Hour terms at the following dollar amounts:

0-2000	\$ 3.50
2000-4000	\$ 4.50
4000-8000	\$ 5.50

3-9-Pltr

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**Mason - Building**

**11/01/2023**

**JOB DESCRIPTION** Mason - Building

**DISTRICT 5**

**ENTIRE COUNTIES**

Erie, Niagara

**PARTIAL COUNTIES**

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

**WAGES**

Per Hour:	07/01/2023
Building:	
Bricklayer	\$ 36.82
Stone Mason	36.82
Tuck Pointer	36.82

\*\* NOTE-The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to JUNE 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four(4),Ten(10)hour days may be worked at straight time during a week Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman	\$ 31.76
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**OVERTIME PAY**

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

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

Wages per hour:

1250 hour terms at the following wage:

1st	2nd	3rd	4th
\$ 28.40	\$ 29.07	\$ 31.11	\$ 34.03

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$ 12.65	\$ 18.86	\$ 23.70	\$ 27.67

5-3B-Z3

**Mason - Building / Heavy&Highway**

**11/01/2023**

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

**DISTRICT 3**

**ENTIRE COUNTIES**

Erie

**PARTIAL COUNTIES**

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

**WAGES**

Per hour: 07/01/2023

Cement Mason \$ 32.55

Additional \$0.25 per hr for Swing scaffold or exterior scaffold 42' or higher.

Additional \$1.00 per hr when required to wear respirator.

**SUPPLEMENTAL BENEFITS**

Per hour: \$ 33.22

**OVERTIME PAY**

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

Wages per hour:

750 hour terms at the following dollar amounts:

1st	2nd	3rd	4th	5th	6th
\$ 19.53	\$ 21.16	\$ 22.79	\$ 24.41	\$ 26.04	\$ 27.67

Supplemental benefits per hour:

1st	2nd	3rd	4th	5th	6th
\$ 8.86	\$ 11.86	\$ 11.80	\$ 15.05	\$ 17.21	\$ 20.54

3-111Erie

**Mason - Heavy&Highway**

**11/01/2023**

**JOB DESCRIPTION** Mason - Heavy&Highway

**DISTRICT 5**

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

Cattaraugus: Entire county except in the Township of Perrysburg and the Village of Gowanda only the Bricklayer classification applies.

Erie: Only the Bricklayer classification applies.

Niagara: Only the Bricklayer classification applies.

**WAGES**

Per hour: 07/01/2023

Heavy & Highway:  
Cement Mason \$ 36.88  
Bricklayer 36.88

\*\* NOTE-The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to JUNE 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four(4),Ten(10)hour days may be worked at straight time during a week Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 23.53

**OVERTIME PAY**

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

Wages per hour:

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

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

Supplemental benefits per hour:

1st term	\$ 14.03
2nd term	\$ 22.97
3rd term	\$ 23.11
4th term	\$ 23.25

5-3h

**Mason - Tile Finisher**

**11/01/2023**

**JOB DESCRIPTION** Mason - Tile Finisher

**DISTRICT 5**

**ENTIRE COUNTIES**

Erie, Niagara, Orleans

**PARTIAL COUNTIES**

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

**WAGES**

Per hour: 07/01/2023

Building:

Marble, Slate, Terrazzo \$ 33.71  
and Tile Finisher

\*\* NOTE-The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to JUNE 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four(4),Ten(10)hour days may be worked at straight time during a week Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

**SUPPLEMENTAL BENEFITS**

Per hour: \$ 16.97

**OVERTIME PAY**

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

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

Wages per hour:

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

1st	2nd	3rd
\$ 21.37	\$ 24.34	\$ 27.62

Supplemental benefits per hour:

1st	2nd	3rd
\$ 8.94	\$ 11.06	\$ 12.87

5-3TF - Z3

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**Mason - Tile Setter** **11/01/2023**

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**JOB DESCRIPTION** Mason - Tile Setter

**DISTRICT 5**

**ENTIRE COUNTIES**

Erie, Niagara, Orleans

**PARTIAL COUNTIES**

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

**WAGES**

Per hour: 07/01/2023  
 Building:  
 Marble, Slate, Terrazzo \$ 36.85  
 and Tile Setter

\*\* NOTE-The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to JUNE 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four(4),Ten(10)hour days may be worked at straight time during a week Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

**SUPPLEMENTAL BENEFITS**

Per hour: \$ 31.23

**OVERTIME PAY**

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

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

Wages per hour:

1250 hour terms at the following wage:

1st	2nd	3rd	4th
\$ 28.28	\$ 28.90	\$ 30.72	\$ 34.34

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$ 12.47	\$ 18.68	\$ 23.69	\$ 26.91

5-3TS - Z3

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**Millwright** **11/01/2023**

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**JOB DESCRIPTION** Millwright

**DISTRICT 6**

**ENTIRE COUNTIES**

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

**WAGES**

THE FOLLOWING RATE APPLIES TO ANY GAS/STEAM TURBINE AND OR RELATED COMPONENT WORK, INCLUDING NEW INSTALLATIONS OR MAINTENANCE AND ANY/ALL WORK PERFORMED WITHIN THE PROPERTY LIMITS OF A NUCLEAR FACILITY.

Per hour: 07/01/2023 07/01/2024 07/01/2025  
Additional Additional

Millwright - Power Generation \$ 43.05 \$ 2.50 \$2.50

NOTE: ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount subject to any overtime premiums):  
 - Certified Welders shall receive an additional \$1.75 per hour provided he/she is directed to perform certified welding.  
 - If a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) are required, then that employee shall receive an additional \$1.50 per hour.  
 - An employee performing the work of a machinist shall receive an additional \$2.00 per hour. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.  
 - When performing work underground at 500 feet and below, the employee shall receive an additional \$1.00 per hour.

**SUPPLEMENTAL BENEFITS**

Per hour paid:

Journeyman \$ 27.40\*

\*NOTE: Subject to OT premium

**OVERTIME PAY**

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

**HOLIDAY**

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

NOTE: Any holiday that falls on Sunday shall be observed the following Monday. Any holiday that falls on Saturday shall be observed the preceding Friday.

**REGISTERED APPRENTICES**

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

Appr. 1st year 65 %\*  
 Appr. 2nd year 75 %\*  
 Appr. 3rd year 80 %\*  
 Appr. 4th year 90 %\*

\*NOTE: Additional premium for the following work listed below:

Certified Welder \$ 1.75  
 Hazardous Waste Work 1.50  
 Machinist 2.00  
 Underground 1.00  
 (500' and below)

SUPPLEMENTAL BENEFITS per hour:

Appr. 1st year \$ 11.89  
 Appr. 2nd year 22.75  
 Appr. 3rd year 24.30  
 Appr. 4th year 25.85

6-1163Power

**Millwright** **11/01/2023**

**JOB DESCRIPTION** Millwright

**DISTRICT** 12

**ENTIRE COUNTIES**

Erie, Genesee, Niagara

**WAGES**

Per hour: 07/01/2023

Building \$ 38.29  
 Heavy & Highway\* 41.29

\*All Heavy & Highway Millwright construction will be paid at the rate indicated above. H/H work performed on hazardous waste sites where employees are required to wear protective gear shall receive an additional \$2.00 per hour over the Millwright H/H rate for all hours worked on the day protective gear was worn.

NOTE ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount subject to any overtime premiums):

- Certified Welders shall receive \$1.75 per hour in addition to the current Millwright's rate provided he/she is directed to perform certified welding.  
 - If a building work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) are required, then that employee shall receive a \$1.50 premium per hour.

- An employee performing the work of a machinist shall receive \$2.00 per hour in addition to the current Building & Heavy Millwright's rate. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.
- When performing work underground at 500 feet and below, the employee shall receive an additional \$1.00 per hour.

**SUPPLEMENTAL BENEFITS**

Per hour Paid:

All Classifications \$ 31.23

**OVERTIME PAY**

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

Wages per hour:

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

1st	2nd	3rd	4th
65%	75%	80%	90%

Supplemental Benefits per hour worked:

1st	2nd	3rd	4th
\$12.54	\$ 25.63	\$ 27.49	\$ 29.37

12-1163-Gen/Nia/Orl/Wyo

**Operating Engineer - Building**

**11/01/2023**

**JOB DESCRIPTION** Operating Engineer - Building

**DISTRICT** 12

**ENTIRE COUNTIES**

Cattaraugus, Chautauqua, Erie, Niagara, Orleans, Wyoming

**PARTIAL COUNTIES**

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

**WAGES**

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

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

Operating Engineer- Building:

Per hour:	07/01/2023
Class A	\$ 41.83
Class B	37.17
Crane(Up to 60 Tons)	44.58
" (61 to 199 Tons)	45.58
" (200 to 399 Tons)	46.08
" (400 Tons or more)	46.58

Additional \$5.00/hr. for Any Tower Crane  
Additional \$2.50/hr. for Hazardous Work Site  
Additional \$1.00/hr. for Tunnel Work  
Additional \$2.25/hr. for Agency Mandated Shift Work

**SUPPLEMENTAL BENEFITS**

Per Hour:

Journeyman \$ 33.25\*\*

\*\*Note: For Overtime Hours \$25.00 of this amount is paid a straight time, the remaining balance of \$8.25 is paid at the same premium as the wage.

**OVERTIME PAY**

See (B, E, \*E2, P, V) on OVERTIME PAGE

\* Only Saturdays between October 15th and April 15th.

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wages per hour:

1 year Terms

1st	2nd	3rd	4th
\$ 31.23	\$ 32.15	\$ 33.07	\$ 33.99

Supplemental benefits Per Hour:

All Apprentices \$ 32.35\*\*

\*\*Note: For Overtime Hours \$25.00 of this amount to be paid a straight time rate remaining balance of \$7.35 is paid at same premium as the wage.

12-17b

**Operating Engineer - Heavy&Highway**

**11/01/2023**

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

**DISTRICT** 12

**ENTIRE COUNTIES**

Chautauqua, Erie, Niagara, Orleans

**WAGES**

Marine Construction/Dredging

Class 1: Diver/Wet Tender, Engineer, Engineer(hydraulic dredge), Blaster.

Class 2(A): Crane, Backhoe Operator, Material Handler, ALL Self-propelled Drill Rigs, Mechanic/Welder, Asst. Engineer(hydraulic dredge), Leverman(hydraulic dredge), Diver/Dry Tender.

Class 2(B): Friction, Lattice Boom, or Crane License Certificate, Endorse Tug or Tow Boat Operator.

Class 3: Deck Equipment Operator, (Machineryman), Maintenance of Crane, Tug/Launch Operator, Loader/Dozer on Barge.



Class 4: Deck Equipment Operator and Machinery Man/Fireman on 4 equipment units or more, Off Road Trucks, Deck Hand, Tug Engineer, Crane Maintenance (50 tons and under/ backhoe 115,000lbs or less), Asst. Tug Operator, Blaster Helper.

Per hour: 07/01/2023

Class 1	\$ 50.00
Class 2(A)	48.50
Class 2(B)	51.50
Class 3	44.00
Class 4	39.50

Hazardous/Toxic Waste based on EAP Levels

Additional:

Level A - \$2.50/Hr.

Level B - 2.00/Hr.

Level C - 1.00/Hr.

Level D - 0.50/Hr.

**SUPPLEMENTAL BENEFITS**

Per Hour Paid:

ALL CLASSES \$ 34.26

**OVERTIME PAY**

See (B, E, I, \*S) on OVERTIME PAGE

\* If the Holiday is Worked

**HOLIDAY**

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

12-17 Marine

**Operating Engineer - Heavy&Highway**

**11/01/2023**

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

**DISTRICT** 12

**ENTIRE COUNTIES**

Cattaraugus, Chautauqua, Erie, Niagara, Orleans, Wyoming

**PARTIAL COUNTIES**

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

**WAGES**

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

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

Operating Engineer- Heavy & Highway, Sewer (includes cleaning, lining & rehab), Water & Tunnel

Per hour:	07/01/2023
Class A	\$ 42.64
Class B	38.14
Crane 5 to 60 tons	45.64
" 61 to 199 tons	46.14
" 200 to 399 tons	46.64
" 400 and over	47.14

Additional \$2.50/hr. for Hazardous Work Site  
Additional \$1.00/hr. for Tunnel Work  
Additional \$4.00/hr. for Agency Mandated Off-Shift Work

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 34.86\*

\*Note: For Overtime Hours \$26.41 of the amount paid at straight time, the remaining balance of 8.45 is paid at the same premium as the wage.

**OVERTIME PAY**

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

**HOLIDAY**

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

\*Saturday Holidays will be recognized on the Friday before

\*\*Sunday Holidays will be recognized on the Monday after

**REGISTERED APPRENTICES**

Wages per hour:

Apprentices at 1 year terms

1st	2nd	3rd	4th
\$35.14	\$36.14	\$37.14	\$38.14

Supplemental Benefits

All Apprentices \$ 34.46\*

\*Note: For Overtime Hours \$26.41 of the amount paid at straight time, the remaining balance of \$8.05 is paid at same premium as the wage.

12-17 hh/sw/t

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**Operating Engineer - Survey Crew**

**11/01/2023**

**JOB DESCRIPTION** Operating Engineer - Survey Crew

**DISTRICT** 12

**ENTIRE COUNTIES**

Cattaraugus, Chautauqua, Erie, Niagara, Orleans, Wyoming

**PARTIAL COUNTIES**

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

**WAGES**

These rates apply to Building, Heavy and Highway Construction.

Per hour:

**SURVEY CLASSIFICATIONS:**

Party Chief - One who directs a survey party.

Instrument Person - One who operates the surveying instruments.  
Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2023

Party Chief	\$ 47.72
Instrument Person	45.03
Rod Person	31.37

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

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman	\$ 29.95
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**OVERTIME PAY**

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

\*Note: \$24.25 Only for "ALL" premium hours paid.

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

WAGES: 1000 hour terms based on the Percentage of Rod Person wage:

07/01/2023

0-1000 Hrs	60%
1001-2000 Hrs	70%
2001-3000 Hrs	80%

SUPPLEMENTAL BENEFITS per hour worked:

0-1000 Hrs	\$ 17.97 / PHP \$14.55
1001-2000 Hrs	20.97 / 16.98
2001-3000 Hrs	23.96 / 19.40

NOTE: PHP is premium hours paid when worked.

12-17D Sur

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**Operating Engineer - Survey Crew - Consulting Engineer**

**11/01/2023**

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

**DISTRICT** 12

**ENTIRE COUNTIES**

Cattaraugus, Chautauqua, Erie, Niagara, Orleans, Wyoming

**PARTIAL COUNTIES**

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

**WAGES**

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

Per hour:

SURVEY CLASSIFICATIONS:

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

07/01/2023

Party Chief	\$ 47.22
Instrument Person	45.03
Rod Person	31.37

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman \$ 29.95

**OVERTIME PAY**

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

\*Note: \$24.25 Only for "ALL" premium hours paid.

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

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

07/01/2023

0-1000	60%
1001-2000	70%
2001-3000	80%

SUPPLEMENTAL BENEFITS per hour worked:

0-1000	\$ 18.72 / PHP \$14.55
1001-2000	21.50 / " 16.98
2001-3000	24.27 / " 19.40

NOTE: PHP is premium hours paid.

12-17D Con Eng

**Painter**

**11/01/2023**

**JOB DESCRIPTION** Painter

**DISTRICT 3**

**ENTIRE COUNTIES**

Allegany, Erie, Genesee, Niagara, Orleans, Wyoming

**PARTIAL COUNTIES**

Cattaraugus: Entire County except the Townships of Conewango, Leon, Napoli, New Albion, Randolph and South Valley.

Chautauqua: Only the Townships of Awkright, Dunkirk, Hanover, Pomfret, Portland, Sheridan and Villenova.

Livingston: Only the Townships of North Dansville, Nunda, Ossian, Portage, Sparta, Spring Water and West Sparta.

Steuben: Only the Townships of Avoca, Canisteo, Cohocton, Dansville, Fremont, Greenwood, Hartsville, Hornellsville, Howard, Jasper, Prattsburg, Pulteney, Troupsburg, Tuscarora, Urbana, Wayland, Wayne, Woodhull, West Union, Wheeler, and the City of Hornell.

**WAGES**

Per hour: 07/01/2023

Basic Rate (Brush & Roll)	\$ 30.37
Spray painting, wallcovering	30.37
Abrasive and hydroblasting	30.37
Taping/DryWall Finisher	31.61
Skeleton Steel*	31.12

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

NOTE The Employer Registration (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

**SUPPLEMENTAL BENEFITS**

Per hour:

	\$ 27.28
Taping/Drywall Finisher	\$ 26.94

**OVERTIME PAY**

Exterior work only See ( B, E4, F\*, R ) on OVERTIME PAGE.

All other work See ( B, F\*, R ) on OVERTIME PAGE.

\* Note - Saturday is payable at straight time if the employee misses work, except where a doctor's or hospital verification of illness is produced Monday through Friday when work was available to the employee.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wages per hour:

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

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 18.00	\$ 19.00	\$ 20.00	\$ 21.00	\$ 22.00	\$ 23.00	\$ 24.00	\$ 25.00

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

1st	2nd	3rd	4th	5th	6th
\$ 20.00	\$ 21.00	\$ 22.00	\$ 23.00	\$ 24.00	\$ 25.00

Supplemental benefits per hour:

Painter/Decorator and Taper/Drywall Finisher:

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 3.35	\$ 5.35	\$ 6.35	\$ 6.85	\$ 7.35	\$ 7.85	\$ 8.35	\$ 8.60

3-4-Buf, Nia, Olean

**Painter**

**11/01/2023**

**JOB DESCRIPTION** Painter

**DISTRICT 3**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour: 07/01/2023

Bridge	\$ 42.06
Tunnel	42.06
Tank*	40.06

For Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

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

Note an additional \$1.50 per hour is required when the contracting agency or project specification requires any shift to start prior to 6:00am or after 12:00 noon.

**SUPPLEMENTAL BENEFITS**

Per hour: \$ 30.89

**OVERTIME PAY**

Exterior work only See ( B, E4, F\*, R ) on OVERTIME PAGE.

All other work See ( B, F\*, R ) on OVERTIME PAGE.

\*Note - Saturday is payable at straight time if the employee misses work, except where a doctor's or hospital verification of illness is produced Monday through Friday when work was available to the employee.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wages per hour:

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

1st	2nd	3rd	4th	5th	6th
\$ 24.00	\$ 26.00	\$ 28.00	\$ 30.00	\$ 34.00	\$ 38.00

Supplemental benefits per hour:

1st	2nd	3rd	4th	5th	6th
\$ 6.60	\$ 6.95	\$ 7.30	\$ 7.65	\$ 8.00	\$ 8.35

3-4-Bridge, Tunnel, Tank

**Painter - Metal Polisher**

**11/01/2023**

**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**

	07/01/2023
Metal Polisher	\$ 38.18
Metal Polisher*	39.28
Metal Polisher**	42.18

\*Note: Applies on New Construction & complete renovation

\*\* Note: Applies when working on scaffolds over 34 feet.

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2023

Journeyworker:  
 All classification \$ 12.34

**OVERTIME PAY**

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

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

	07/01/2023
1st year	\$ 16.00
2nd year	17.00
3rd year	18.00
1st year*	\$ 16.39
2nd year*	17.44
3rd year*	18.54
1st year**	\$ 18.50
2nd year**	19.50
3rd year**	20.50

\*Note: Applies on New Construction & complete renovation

\*\* Note: Applies when working on scaffolds over 34 feet.

Supplemental benefits:

Per hour:

1st year	\$ 8.69
2nd year	8.69
3rd year	8.69

8-8A/28A-MP

**Plumber**

**11/01/2023**

**JOB DESCRIPTION** Plumber

**DISTRICT 3**

**ENTIRE COUNTIES**

Cattaraugus, Chautauqua, Erie, Niagara, Wyoming

**PARTIAL COUNTIES**

Allegany: Only the Townships of Allen, Alma, Amity, Angelica, Belfast, Bolivar, Caneadea, Centerville, Clarksville, Cuba, Genesee, Friendship, Granger, Hume, New Hudson, Rushford, Wirt and that portion of Scio which lies west of Rt. 19.  
 Genesee: Only the Townships of Alabama, Alexander, Batavia, Darien, Elba, Oakfield, Pembroke and the City of Batavia.  
 Orleans: Only the Townships of Ridgeway, Shelby and Yates.

**WAGES**

Per hour: 07/01/2023

Plumber \$ 40.10  
Steamfitter \$ 40.10

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

**SUPPLEMENTAL BENEFITS**

Per hour: \$ 28.64

Note - \$4.88 of this amount must be paid at the same premium as the wage.

**OVERTIME PAY**

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

\* Double time after 11 hours per day on Weekdays.

\*\* Double time after 10 hours per day on Saturday.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

**REGISTERED APPRENTICES**

Wages per hour:

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

1st	2nd	3rd	4th	5th
50%	60%	70%	75%	90%

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

Supplemental benefits per hour:

\$ 23.77

Note - \$4.88 of this amount must be paid at the same premium as the wage.

3-22-P

**Roofer**

**11/01/2023**

**JOB DESCRIPTION** Roofer

**DISTRICT 3**

**ENTIRE COUNTIES**

Erie, Genesee, Niagara, Orleans, Wyoming

**WAGES**

Per hour: 07/01/2023

Asbestos Removal	\$ 35.96
Slate, Tile	33.11
Precast tile / slabs	33.11
Crete / gypsum planks	33.11
Damp and waterproofer	32.96
Composition, sprayers,	32.96
Asphalt mastic,	32.96
Steep roofers	32.96

When shift work is mandated either in the job specification or by the contracting agency the following premiums apply:

15.0% for work from 4:30PM - 1:00AM or second shift

20.0% for work from 12:30AM - 9:00AM or third shift

**SUPPLEMENTAL BENEFITS**

Per hour: \$ 26.01

**OVERTIME PAY**

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

\* and \*\* Double time after 8 hours on Saturday.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wages per hour:

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

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

Supplemental benefits per hour:

0 to 999	to 1499	to 1999	to 2499	to 2999	to 3499	to 4499
\$ 10.86	\$ 15.04	\$ 15.29	\$ 23.12	\$ 23.84	\$ 24.56	\$ 25.29

3-74

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**Sheetmetal Worker** **11/01/2023**

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**JOB DESCRIPTION** Sheetmetal Worker

**DISTRICT** 3

**ENTIRE COUNTIES**

Erie, Genesee, Niagara, Orleans, Wyoming

**WAGES**

Per hour: 07/01/2023

Sheet Metal Worker \$ 38.50

Additional \$0.50 per hour for work more than 30" above floor on boatswain chair.

Additional \$1.00 per hour for work in "Hot" areas of atomic laboratories, atomic plants, or any premises where radio-active materials are stored or handled and personal protective equipment is required.

Additional \$1.00 per hour for work when required to have 40-hour HAZMAT training or the use of OSHA compliant respirator is required.

When shift work is mandated either in the job specification or by the contracting agency the following premiums apply:

Shift Premium per hour:

Second Shift \$ 3.25

Third Shift \$ 5.00

**SUPPLEMENTAL BENEFITS**

Per hour: \$ 28.35\*

\* Note - \$18.17 of this amount must be paid at the same premium as the wages per overtime hours.

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

**REGISTERED APPRENTICES**

Wages per hour:

One year terms at the following wage:

1st term	\$ 20.18
2nd term	24.67
3rd term	27.28
4th term	28.88
5th term	32.09

Supplemental benefits per hour:

1st term	\$ 17.38	Note - \$8.20 of this amount must be paid at the same premium as the wage.
2nd term	21.24	Note - \$12.06 of this amount must be paid at the same premium as the wage.
3rd term	26.10	Note - \$15.92 of this amount must be paid at the same premium as the wage.
4th term	26.42	Note - \$16.24 of this amount must be paid at the same premium as the wage.
5th term	27.06	Note - \$16.88 of this amount must be paid at the same premium as the wage.

When shift work is mandated either in the job specification or by the contracting agency the following premiums apply;

Shift Premium per hour:

Second Shift

1st term \$ 1.46

2nd term \$ 1.63

3rd term \$ 1.79

4th term \$ 2.28

5th term \$ 2.60

Third Shift

1st term \$ 2.25



2nd term	\$ 2.50
3rd term	\$ 2.75
4th term	\$ 3.50
5th term	\$ 4.00

3-71

**Sprinkler Fitter** **11/01/2023**

**JOB DESCRIPTION** Sprinkler Fitter **DISTRICT 1**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour 07/01/2023

Sprinkler \$ 40.04  
 Fitter

**SUPPLEMENTAL BENEFITS**

Per hour

Journey person \$ 28.24

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

**REGISTERED APPRENTICES**

Wages per hour

One Half Year terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 19.15	\$ 21.28	\$ 23.16	\$ 25.29	\$ 27.41	\$ 29.54	\$ 31.67	\$ 33.80	\$ 35.93	\$ 38.05

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 8.74	\$ 8.74	\$ 20.32	\$ 20.32	\$ 20.57	\$ 20.57	\$ 20.57	\$ 20.57	\$ 20.57	\$ 20.57

1-669

**Teamster - Building / Heavy&Highway** **11/01/2023**

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

**ENTIRE COUNTIES**

Erie, Niagara

**PARTIAL COUNTIES**

Genesee: Only in the Townships of Alabama, Darien and Pembroke.

Orleans: Only the Townships of Ridgeway, Shelby and Yates.

Wyoming: Only in the Townships of Arcade, Bennington, Java and Sheldon.

**WAGES**

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

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

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

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

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

Per hour: 07/01/2023  
All GROUPS \$ 44.48

Add \$2.00 when required to use personal protection when performing hazardous waste removal work.

An additional \$3.00 per hour is required when a single irregular work shift starting any time from 5:00PM to 1:00AM is mandated either in the job specification or by the contracting agency.

**SUPPLEMENTAL BENEFITS**

Per hour: \$ 16.71\*

\*Note - Only \$ 8.16 per hour needs to be paid for overtime hours.

**OVERTIME PAY**

See (B, G, P) on OVERTIME PAGE

**HOLIDAY**

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

3-449

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**Teamster - Building / Heavy&Highway 11/01/2023**

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

**DISTRICT 3**

**ENTIRE COUNTIES**

Erie, Niagara

**WAGES**

Per hour: 07/01/2023  
Dump Truck Operator\* \$ 28.50

\*Does not include Single Axle Dump Trucks (see Teamster Group 1).

\*Does not include Off-highway Dump Trucks (see Teamster Groups 2-5).

**SUPPLEMENTAL BENEFITS**

Per hour: \$ 2.02

**OVERTIME PAY**

See (B, B2, Q) on OVERTIME PAGE

**HOLIDAY**

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

3-449d-DT

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**Welder 11/01/2023**

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**JOB DESCRIPTION** Welder

**DISTRICT 1**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour: 07/01/2023

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

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

**OVERTIME PAY**

**HOLIDAY**

1-As Per Trade

## Overtime Codes

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

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

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

- ( S1 ) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- ( T ) Triple the hourly rate for Holidays
- ( U ) Four times the hourly rate for Holidays
- ( V ) Including benefits at SAME PREMIUM as shown for overtime
- ( W ) Time and one half for benefits on all overtime hours.
- ( X ) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

## Holiday Codes

### PAID Holidays:

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

### OVERTIME Holiday Pay:

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

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

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

( 29 )      Juneteenth

**New York State Department of Labor - Bureau of Public Work  
State Office Building Campus  
Building 12 - Room 130  
Albany, New York 12226**

**REQUEST FOR WAGE AND SUPPLEMENT INFORMATION**

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

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

**This Form Must Be Typed**

Submitted By:

(Check Only One)

Contracting Agency

Architect or Engineering Firm

Public Work District Office

Date:

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

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

Telephone

Fax

E-Mail:

2. NY State Units (see Item 5).

01 DOT

02 OGS

03 Dormitory Authority

04 State University  
Construction Fund

05 Mental Hygiene  
Facilities Corp.

06 OTHER N.Y. STATE UNIT

07 City

08 Local School District

09 Special Local District, i.e.,  
Fire, Sewer, Water District

10 Village

11 Town

12 County

13 Other Non-N.Y. State  
(Describe)

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

Telephone

Fax

E-Mail:

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

New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR  
THIS PROJECT :

OFFICE USE ONLY

**B. PROJECT PARTICULARS**

5. Project Title \_\_\_\_\_

Description of Work \_\_\_\_\_

Contract Identification Number \_\_\_\_\_

Note: For NYS units, the OSC Contract No. \_\_\_\_\_

6. Location of Project:

Location on Site \_\_\_\_\_

Route No/Street Address \_\_\_\_\_

Village or City \_\_\_\_\_

Town \_\_\_\_\_

County \_\_\_\_\_

7. Nature of Project - Check One:

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

8. OCCUPATION FOR PROJECT :

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

9. Does this project comply with the Wicks Law involving separate bidding? YES  NO

10. Name and Title of Requester

**Signature**







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

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

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

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

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

**Debarment Database:** To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: <https://apps.labor.ny.gov/EDList/searchPage.do>

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



**NYS DOL Bureau of Public Work Debarment List 11/22/2023**

**Article 8**

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	****5754	0369 CONTRACTORS, LLC		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL	****4018	ADIRONDACK BUILDING RESTORATION INC.		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	AG	****1812	ADVANCED BUILDERS & LAND DEVELOPMENT, INC.		400 OSER AVE #2300HAUPPAUGE NY 11788	09/11/2019	09/11/2024
DOL	DOL	****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	NYC		ALL COUNTY SEWER & DRAIN, INC.		7 GREENFIELD DR WARWICK NY 10990	03/25/2022	03/25/2027
DOL	NYC		AMJED PARVEZ		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL		ANGELO GARCIA		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL		ANGELO TONDO		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL		ANITA SALERNO		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DOL	****4231	ANKER'S ELECTRIC SERVICE, INC.		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	NYC		ARADCO CONSTRUCTION CORP		115-46 132RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL		ARNOLD A. PAOLINI		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC		ARSHAD MEHMOOD		168-42 88TH AVENUE JAMAICA NY 11432	11/20/2019	11/20/2024
DOL	NYC		AVM CONSTRUCTION CORP		117-72 123RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	NYC		AZIDABEGUM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	****8421	B & B DRYWALL, INC		206 WARREN AVE APT 1WHITE PLAINS NY 10603	12/14/2021	12/14/2026
DOL	NYC		BALWINDER SINGH		421 HUDSON ST SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	NYC	****8416	BEAM CONSTRUCTION, INC.		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	DOL		BERNARD BEGLEY		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	NYC	****2113	BHW CONTRACTING, INC.		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL	****3627	BJB CONSTRUCTION CORP.		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	DOL	****4512	BOB BRUNO EXCAVATING, INC		5 MORNINGSIDE DR AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		BOGDAN MARKOVSKI		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	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	****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	****4083	C.P.D. ENTERPRISES, INC		P.O BOX 281 WALDEN NY 12586	03/03/2020	03/03/2025
DOL	DOL	****5161	CALADRI DEVELOPMENT CORP.		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	****3391	CALI ENTERPRISES, INC.		1223 PARK STREET PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	NYC		CALVIN WALTERS		465 EAST THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL	****4155	CASA BUILDERS, INC.	FRIEDLANDER CONSTRUCTION	64 N PUTT CONNERS ROAD NEW PALTZ NY 12561	05/10/2023	05/10/2028

**NYSDOL Bureau of Public Work Debarment List 11/22/2023**

**Article 8**

DOL	AG	****7247	CENTURY CONCRETE CORP		2375 RAYNOR ST RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	****0026	CHANTICLEER CONSTRUCTION LLC		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	NYC	****2117	CHARAN ELECTRICAL ENTERPRISES		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028
DOL	NYC		CHARLES ZAHRADKA		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025
DOL	DOL		CHRISTOPHER GRECO		26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL		CHRISTOPHER PAPASTEFANOU A/K/A CHRIS PAPASTEFANOU		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
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	****2524	CSI ELECTRICAL & MECHANICAL INC		42-32 235TH ST DOUGLSTON NY 11363	01/14/2019	01/14/2024
DOL	DOL	****7619	DANCO CONSTRUCTION UNLIMITED INC.		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL		DANIEL ROBERT MCNALLY		7 GREENFIELD DRIVE WARWICK NY 10990	03/25/2022	03/25/2027
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL		DAVID FRIEDLANDER		64 NORTH PUTT CORNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	NYC		DAVID WEINER		14 NEW DROP LANE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	DOL		DELPHI PAINTING & DECORATING CO INC		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL		DINA TAYLOR		64 N PUTT CONNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	DOL	****5175	EAGLE MECHANICAL AND GENERAL CONSTRUCTION LLC		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	AG		EDWIN HUTZLER		23 NORTH HOWELLS RD BELLPORT NY 11713	08/04/2021	08/04/2026
DOL	DA		EDWIN HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	NYC	****5917	EPOCH ELECTRICAL, INC		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2024
DOL	DOL		FAIGY LOWINGER		11 MOUNTAIN RD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DA		FREDERICK HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	NYC	****6616	G & G MECHANICAL ENTERPRISES, LLC.		1936 HEMPSTEAD TURNPIKE EAST MEDOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		GABRIEL FRASSETTI			04/10/2019	04/10/2024
DOL	NYC		GAYATRI MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DOL		GIGI SCHNECKENBURGER		261 MILL RD EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DA		GIOVANNA TRAVALJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DA	****0213	GORILLA CONTRACTING GROUP, LLC		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DOL		HANS RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL		IRENE KASSELIS		32 PENNINGTON AVE WALDWICK NJ 07463	05/30/2019	05/30/2024

**NYS DOL Bureau of Public Work Debarment List 11/22/2023**

**Article 8**

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	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	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	10/25/2022	10/25/2027
DOL	DOL	****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JAMES J. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	****7993	JBS DIRT, INC.		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	****2435	JEFFEL D. JOHNSON	JMJ7 AND SON	5553 CAIRNSTRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JEFFEL JOHNSON ELITE CARPENTER REMODEL AND CONSTRUCTION		C2 EVERGREEN CIRCLE LIVERPOOL NY 13090	11/21/2022	11/21/2027
DOL	DOL	****2435	JEFFREY M. JOHNSON	JMJ7 AND SON	5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	NYC		JENNIFER GUERRERO		1936 HEMPSTEAD TURNPIKE EAST MEADOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		JIM PLAUGHER		17613 SANTE FE LINE ROAD WAYNEFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		JMJ7 & SON CONSTRUCTION, LLC		5553 CAIRNS TRAIL LIVERPOOL NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 AND SONS CONTRACTORS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS		7014 13TH AVENUE BROOKLYN NY 11228	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS AND SONS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS, LLC		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JOHN GOCEK		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL		JOHN MARKOVIC		47 MANDON TERRACE HAWTHORN NJ 07506	03/29/2021	03/29/2026
DOL	DOL		JOHN WASE		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		JON E DEYOUNG		261 MILL RD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL		JORGE RAMOS		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	DOL		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

**NYS DOL Bureau of Public Work Debarment List 11/22/2023**

**Article 8**

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	****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		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		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL		KARIN MANGIN		796 PHELPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	DOL		KATE E. CONNOR		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL	****2959	KELC DEVELOPMENT, INC		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KIMBERLY F. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		KMA GROUP II, INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL	****1833	KMA GROUP INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KMA INSULATION, INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	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	AG	****3291	LINTECH ELECTRIC, INC.		3006 TILDEN AVE BROOKLYN NY 11226	02/16/2022	02/16/2027
DOL	DOL		LOUIS A. CALICCHIA		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	NYC		LUBOMIR PETER SVOBODA		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	NYC		M & L STEEL & ORNAMENTAL IRON CORP.		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	DOL	****2196	MAINSTREAM SPECIALTIES, INC.		11 OLD TOWN RD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	NYC		MAREK FABIJANOWSKI		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	NYC		MARIA NUBILE		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	DOL		MATTHEW P. KILGORE		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	DOL	****4829	MILESTONE ENVIRONMENTAL CORPORATION		704 GINESI DRIVE SUITE 29MORGANVILLE NJ 07751	04/10/2019	04/10/2024
DOL	NYC	****9926	MILLENNIUM FIRE PROTECTION, LLC		325 W. 38TH STREET SUITE 204NEW YORK NY 10018	11/14/2019	11/14/2024
DOL	NYC	****0627	MILLENNIUM FIRE SERVICES, LLC		14 NEW DROP LNE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	DOL	****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	NYC		MUHAMMED A. HASHEM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	NYC		NAMOW, INC.		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025

**NYSDOL Bureau of Public Work Debarment List 11/22/2023**

**Article 8**

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	DA	****9786	NATIONAL INSULATION & GC CORP		180 MILLER PLACE HICKSVILLE NY 11801	12/12/2018	12/12/2023
DOL	NYC		NAVIT SINGH		402 JERICO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
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 CONSTRUCTION, INC.	444 SCHANTZ ROAD ALLENTOWN PA 18104	09/17/2020	09/17/2025
DOL	NYC	****5643	NYC LINE CONTRACTORS, INC.		402 JERICO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		PAULINE CHAHALES		935 S LAKE BLVD MAHOPAC NY 10541	03/02/2021	03/02/2026
DOL	DOL		PETER STEVENS		11 OLD TOWN ROAD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DOL		PETER STEVENS		8269 21ST ST BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL	****0466	PRECISION BUILT FENCES, INC.		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	NYC		RASHEL CONSTRUCTION CORP		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	****1068	RATH MECHANICAL CONTRACTORS, INC.		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL	****2633	RAW POWER ELECTRIC CORP.		3 PARK CIRCLE MIDDLETOWN NY 10940	07/11/2022	07/11/2027
DOL	DA	****7559	REGAL CONTRACTING INC.		24 WOODBINE AVE NORTHPORT NY 11768	10/01/2020	10/01/2025
DOL	DOL		RICHARD REGGIO		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	DOL		ROBBYE BISSEsar		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROBERT A. VALERINO		3841 LANYARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		ROBERT BRUNO		5 MORNINGSIDE DRIVE AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	07/11/2022	07/11/2027
DOL	DOL		RONALD MESSEN		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL	****7172	RZ & AL INC.		198 RIDGE AVENUE VALLEY STREAM NY 11581	06/06/2022	06/06/2027
DOL	DOL	****1365	S & L PAINTING, INC.		11 MOUNTAIN ROAD P.O BOX 408MONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL		SAL FRESINA MASONRY CONTRACTORS, INC.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		SAL MASONRY CONTRACTORS, INC.		(SEE COMMENTS) SYRACUSE NY 13202	07/16/2021	07/16/2026
DOL	DOL	****9874	SALFREE ENTERPRISES INC		P.O BOX 14 2821 GARDNER RDPOMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		SALVATORE A FRESINA A/K/A SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DOL		SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	NYC	****0349	SAM WATERPROOFING INC		168-42 88TH AVENUE APT.1 AJAMAICA NY 11432	11/20/2019	11/20/2024
DOL	DA	****0476	SAMCO ELECTRIC CORP.		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	NYC	****1130	SCANA CONSTRUCTION CORP.		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025

**NYSDOL Bureau of Public Work Debarment List 11/22/2023**

**Article 8**

DOL	DOL	****2045	SCOTT DUFFIE	DUFFIE'S ELECTRIC, INC.	P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	DOL		SCOTT DUFFIE		P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	NYC	****6597	SHAIRA CONSTRUCTION CORP.		421 HUDSON STREET SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	DOL		SHULEM LOWINGER		11 MOUNTAIN ROAD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
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	DOL	****2221	SOUTH BUFFALO ELECTRIC, INC.		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC	****3661	SPANIER BUILDING MAINTENANCE CORP		200 OAK DRIVE SYOSSET NY 11791	03/14/2022	03/14/2027
DOL	DOL		STANADOS KALOGELAS		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL	****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL	****6844	STEAM PLANT AND CHX SYSTEMS INC.		14B COMMERCIAL AVENUE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL	****9933	STEED GENERAL CONTRACTORS, INC.		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	****9528	STEEL-IT, LLC.		17613 SANTE FE LINE ROAD WAYNESFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		STEFANOS PAPANSTEFANOU, JR. A/K/A STEVE PAPANSTEFANOU, JR.		256 WEST SADDLE RIVER RD UPPER SADDLE RIVER NJ 07458	05/30/2019	05/30/2024
DOL	DOL	****3800	SUBURBAN RESTORATION CO. INC.		5-10 BANTA PLACE FAIR LAWN PLACE NJ 07410	03/29/2021	03/29/2026
DOL	DOL	****1060	SUNN ENTERPRISES GROUP, LLC		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL	****9150	SURGE INC.		8269 21ST STREET BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL		SYED RAZA		198 RIDGE AVENUE NY 11581	06/06/2022	06/06/2027
DOL	DOL	****8209	SYRACUSE SCALES, INC.		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DOL		TERRY THOMPSON		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL	****9733	TERSAL CONSTRUCTION SERVICES INC		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13208	07/16/2021	07/16/2026
DOL	DOL		TERSAL CONTRACTORS, INC.		221 GARDNER RD P.O BOX 14POMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		TERSAL DEVELOPMENT CORP.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		TEST		P.O BOX 123 ALBANY NY 12204	05/20/2020	05/20/2025
DOL	DOL	****6789	TEST1000		P.O BOX 123 ALBANY NY 12044	03/01/2021	03/01/2026
DOL	DOL	****5766	THE COKER CORPORATION	COKER CORPORATION	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	****5766	THE COKER CORPORATION	COKER CORPORATION	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DA	****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 MOMBASHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	****6418	VALHALLA CONSTRUCTION, LLC.		796 PHLEPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	NYC	****2426	VICKRAM MANGRU	VICK CONSTRUCTION	21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025



**NYS DOL Bureau of Public Work Debarment List 11/22/2023**

**Article 8**

DOL	NYC		VICKRAM MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DOL		VICTOR ALICANTI		42-32 235TH ST DOUGLASTON NY 11363	01/14/2019	01/14/2024
DOL	DOL		VIKTORIA RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	NYC	*****3673	WALTERS AND WALTERS, INC.		465 EAST AND THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL	*****3296	WESTERN NEW YORK CONTRACTORS, INC.		3841 LAYNARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL	*****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 CONTRACTIN G, INC.	54 PENTAQUIT AVE BAYSHORE NY 11706	01/19/2021	01/19/2026
DOL	DOL		XENOFON EFTHIMIADIS		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028



**NAME OF BIDDER**

**BID SUBMITTED BY:**

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**PROPOSAL FOR:**

**GENERAL CONSTRUCTION WORK**

**Emergency Egress & Systems  
Buffalo and Erie County Central Library  
1 Lafayette Square  
Buffalo, New York, 14203**

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

Commissioner Geary:

Pursuant to and in compliance with your advertisement for Bids, the undersigned offers to furnish all materials and all plant, labor, supplies, equipment, transportation and other facilities necessary or proper for, or incidental to the construction work, as required by and in strict accord with the contract documents dated 01/01/2024 entitled: Emergency Egress & Systems Buffalo and Erie County Central Library including all Addenda for the following sum of:

BASE BID :

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/100 DOLLARS (\$ )

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

**CAUTION: Be advised that Erie County Local Law No. 3-2018 will be enforced. All bidders submitting bids with a value in excess of \$250,000 must adhere to the provisions detailed within this Proposal and Section 10 of the General Conditions. For consideration, bidders must (1) check the appropriate box and (2) enclose the corresponding paperwork.**

**CAUTION: ERIE COUNTY EXECUTIVE ORDER #18: The project contemplated by these Bid Specifications may be subject to Erie County**

**ERIE COUNTY DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

**Executive Order #18 (“EO #18”) which is included along with its Rules and Regulations for reference in Appendix “D” to the General Conditions of this Bid. All bids with a value that meets or exceeds \$250,000 must include a verified attestation of intent to comply and statement of work force. Such attestation and statement is attached hereto. Any bids received which do not include such attestation or include an incomplete attestation will be deemed non-compliant and will not be considered for award. Should it be determined that the project is subject to EO #18, Contractor must provide county with a fully executed and verified Local and Disadvantaged Worker Compliance Certification prior to final execution of an award agreement.**

**CAUTION: All compliance reporting required for Erie County Local Law No. 3-2018 and Executive Order #18 shall now be completed via LCPtracker. The County will be available to assist with any reasonable training requests and support, as necessary.**

**NOTE: As of April 6, 2021 the County of Erie is requiring a new experience questionnaire form. Please reference the Information to Bidders, Section 5, included within the project manual for detailed information.**

**SUMMARY OF WORKFORCE AND MINORITY/WOMEN BUSINESS COMMITMENT**

<b>Requirement</b>	<b>Applicable when Contract value meets or exceeds:</b>	<b>Reference</b>
<b>Erie County Executive Order No.18</b>	<b>\$250,000</b>	<b>General Conditions Section 8.08</b>
<b>New York State Certified Apprenticeship Training Program</b>	<b>\$250,000</b>	<b>General Conditions Section 10</b>
<b>Minority/ Women Business Enterprise</b>	<b>\$100,000</b>	<b>General Conditions Section 8.06</b>
<b>General Minority and Women Workforce Goals</b>	<b>All Contracts</b>	<b>General Conditions Section 8.05</b>
<b>Equal Pay Certification</b>	<b>All Contracts</b>	<b>General Conditions Sections 8.04 &amp; 8.07</b>

**\*Refer to Supplemental General Conditions for any modifications to the above**

**ERIE COUNTY DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

**ALTERNATE BIDS**

The undersigned further proposes and agrees that if any or all of the following alternates are accepted and included in the contract, the total amount of the contract as heretofore stated shall be accordingly increased, or decreased, as the case may be. All materials and workmanship shall be in strict accordance with specifications and drawings.

The Owner, as a term and condition of Bid, reserves the right to either accept or reject any or all of the alternates appearing below. Pursuant to the Owner's right of acceptance or rejection, the Contractor submitting this Proposal hereby agrees that he will hold all of the alternate prices appearing below for the duration of the contract.

- A. Alternate Bid Alt.-1: ADD the removal and replacement of existing Penthouse and Upper Elevator Machine Room single doors #P1, #P4 & #P5; doors, frames, and associated hardware indicated as Alternate No. 3 on Drawings:**

**A-106 PENTHOUSE FLOOR PLAN  
A-500 DOOR SCHEDULE AND DETAILS  
A-501 DETAILS**

and as specified in specification Sections under "Section 081743 – FRP Composite doors."

**ADD DEDUCT (circle one)** \_\_\_\_\_

\_\_\_\_\_/100 DOLLARS (\$ \_\_\_\_\_ )

**Completion in Calendar Days:** \_\_\_\_\_

- B. Alternate Bid Alt.-2: ADD the removal and replacement of existing Oak Street doors G#8, G#9, & G#13; doors, frames, and associated hardware indicated as Alternate No. 4 on Drawings:**

**A-101 GROUND FLOOR PLAN  
A-500 DOOR SCHEDULE AND DETAILS  
A-501 DETAILS**

and as specified in specification under "Section 081743 – FRP Composite Doors."

**ADD DEDUCT (circle one)** \_\_\_\_\_

\_\_\_\_\_/100 DOLLARS (\$ \_\_\_\_\_ )

**Completion in Calendar Days:** \_\_\_\_\_



**ERIE COUNTY DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

NON-COLLUSIVE BIDDING CERTIFICATE.

1. By submission of this bid, the bidder and each person signing on behalf of the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or its knowledge and belief:
  - a. The prices in this bid have been arrived at independently with no collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and
  - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
  - c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit a bid for the purpose of restricting competition; and
  - d. If the bidder is a corporation, this certificate is and shall be deemed to have been authorized by the board of directors of the bidder, and such authorization is and shall be deemed to include the signing and submission of the bid and the inclusion therein of this certificate of non-collusion as the act and deed of the corporation.
  
2. Pursuant to 103-d, General Municipal Law, a bid shall not be considered for award nor shall any award be made where the above Non-Collusive Certificate, Paragraphs 1, (A), (B), (C), and (D) have not been complied with, unless explained, justified and legally excused in accordance with said law.

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

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

NAME OF FIRM: \_\_\_\_\_ Federal Tax ID No.: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINTED OR TYPEWRITTEN  
NAME OF SIGNATORY: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

DATE: \_\_\_\_\_

SEAL IF BIDDER  
IS A CORPORATION

**ERIE COUNTY DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

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

NAME:

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

ADDRESS OF PRINCIPAL OFFICE:

Street: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

LOCAL BRANCH OFFICE ADDRESS:

INCORPORATED UNDER THE LAWS OF THE STATE OF: \_\_\_\_\_

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

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

_____	_____
_____	_____
_____	_____
_____	_____

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

Name of Owner: \_\_\_\_\_

Certificate Filed: \_\_\_\_\_

(Place)

(Date)



**ERIE COUNTY DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

NEW YORK STATE CERTIFIED APPRENTICESHIP  
TRAINING PROGRAM CERTIFICATION

**Pursuant to Erie County Local Law 3-2018 the following MUST be submitted along with supporting documentation** unless the Contracting Agency has otherwise determined under Section 2f of the Erie County Rules and Regulations that the New York State Certified Apprenticeship Training Program does not apply.

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

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

Please check all items i through vi to acknowledge compliance:

- i. An organized written plan in place that embodies the terms and conditions of employment, training and supervision of one or more apprentices;
  - ii. A schedule of wages to be paid to the apprentices consistent with the skills required and approved by the New York State Department of Labor;
  - iii. Equal employment and affirmative action plans;
  - iv. Workforce development and diversification goals to ensure that the contractor will diligently work toward a minority workforce goal of 30% minority and female participation combined in project personnel including trades people, trainees, journeymen, apprentices and supervisory staff;
  - v. A minimum of ten percent (10%) of the total construction workers. Trades people, trainees, journeymen, and apprentices employed at any given time on a particular project by any and all contractors or subcontractors must be consist of persons participating in a NYSCATP; and
  - vi. In all cases, such Certified Apprenticeship Training Program must be specific to the type and scope of work which is being performed and must have a graduation rate of at least thirty percent (30%) as determined by the New York State Department of Labor.
- Enclosed is a detailed explanatory written statement as to the inapplicability of Apprenticeship participation due to: the lack of career opportunities in NYSCATP Approved by New York State Department of Labor Commissioner; OR the magnitude of the construction contract which would make use of apprentices impracticable.

\_\_\_\_\_  
*SIGNATURE*

\_\_\_\_\_  
*COMPANY NAME*

\_\_\_\_\_  
*DATE*



**ERIE COUNTY DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

**Erie County Equal Pay Certification**

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

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

\_\_\_\_\_  
Signature

**Verification**

**A) OWNER/PARTNERSHIP**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS:

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

Sworn to before me this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary

**B) CORPORATE**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS:

\_\_\_\_\_, being duly sworn, states that he or she is the  
Name of Corporate Officer  
\_\_\_\_\_, of \_\_\_\_\_,  
Title of Corporate Officer Name of Corporation

the enterprise making the foregoing Certification, that he or she has read the Certification and knows its contents, that the statements and representations made in the Certification are true to his or her own knowledge, and that the Certification is made at the direction of the Board of Directors of the Corporation.

Sworn to before me this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary

**ERIE COUNTY DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

**ERIE COUNTY EXECUTIVE ORDER #18  
ATTESTATION AND  
STATEMENT OF WORKFORCE**

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

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

\_\_\_\_\_  
Signature

**Verification**

STATE OF NEW YORK    )  
COUNTY OF ERIE       ) SS:

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

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

Sworn to before me this \_\_\_\_\_  
Day of \_\_\_\_\_, 20\_\_\_\_ Notary Public \_\_\_\_\_

**ERIE COUNTY DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

**ACKNOWLEDGMENT OF DRUG AND ALCOHOL TESTING COMPLIANCE**

\_\_\_\_\_ hereby acknowledges that a drug  
(PRINT OR TYPE COMPANY NAME)  
and alcohol program, which is required by Federal Department of Transportation rules (CFR, Title 49, Part 40 and 382), has been implemented by this Company. The program is administered by:

(PLEASE SELECT ONE)

( ) The Company itself - The program administrator is:

\_\_\_\_\_  
(Company Administrator's Name and Telephone Number)

( ) Third - Party Administrator - The program administrator is:

\_\_\_\_\_  
(Third - Party Administrator's Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Contact Person/Telephone)

\_\_\_\_\_  
(Company's Official's Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

Subscribed to before me on

\_\_\_\_\_, day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
Notary Public

Due to the safety-sensitive nature of the work which your Commercial Driver Licensed (CDL) employees may perform on this project, you are required to implement a drug and alcohol testing program which follows Federal Department of Transportation rules (CFR, Title 49, Parts 40 and 382). Further, as a condition of your contract, you must also submit proof of your compliance via this form to the Erie County Department of Public Works, office of the Commissioner.

This form must be signed and returned to the Commissioner of Public Works, 14th Floor, Rath Building, 95 Franklin Street, Buffalo, NY, no later than three (3) working days after the bid opening.



**NAME OF BIDDER**

**BID SUBMITTED BY:** \_\_\_\_\_

**PROPOSAL FOR:**

**ELECTRICAL CONSTRUCTION WORK**

**Emergency Egress & Systems  
Buffalo and Erie County Central Library  
1 Lafayette Square  
Buffalo, New York, 14203**

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

Commissioner Geary:

Pursuant to and in compliance with your advertisement for Bids, the undersigned offers to furnish all materials and all plant, labor, supplies, equipment, transportation and other facilities necessary or proper for, or incidental to the construction work, as required by and in strict accord with the contract documents dated 01/01/24 entitled: Emergency Egress & Systems Buffalo and Erie County Central Library including all Addenda for the following sum of:

**BASE BID :**

\_\_\_\_\_  
/100 DOLLARS (\$) )

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

**CAUTION: Be advised that Erie County Local Law No. 3-2018 will be enforced. All bidders submitting bids with a value in excess of \$250,000 must adhere to the provisions detailed within this Proposal and Section 10 of the General Conditions. For consideration, bidders must (1) check the appropriate box and (2) enclose the corresponding paperwork.**

**ERIE COUNTY DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

**CAUTION: ERIE COUNTY EXECUTIVE ORDER #18:** The project contemplated by these Bid Specifications may be subject to Erie County Executive Order #18 (“EO #18”) which is included along with its Rules and Regulations for reference in Appendix “D” to the General Conditions of this Bid. All bids with a value that meets or exceeds \$250,000 must include a verified attestation of intent to comply and statement of work force. Such attestation and statement is attached hereto. Any bids received which do not include such attestation or include an incomplete attestation will be deemed non-compliant and will not be considered for award. Should it be determined that the project is subject to EO #18, Contractor must provide county with a fully executed and verified Local and Disadvantaged Worker Compliance Certification prior to final execution of an award agreement.

**CAUTION:** All compliance reporting required for Erie County Local Law No. 3-2018 and Executive Order #18 shall now be completed via LCPtracker. The County will be available to assist with any reasonable training requests and support, as necessary.

**NOTE:** As of April 6, 2021 the County of Erie is requiring a new experience questionnaire form. Please reference the Information to Bidders, Section 5, included within the project manual for detailed information.

**SUMMARY OF WORKFORCE AND MINORITY/WOMEN BUSINESS COMMITMENT**

<b>Requirement</b>	<b>Applicable when Contract value meets or exceeds:</b>	<b>Reference</b>
<b>Erie County Executive Order No.18</b>	<b>\$250,000</b>	<b>General Conditions Section 8.08</b>
<b>New York State Certified Apprenticeship Training Program</b>	<b>\$250,000</b>	<b>General Conditions Section 10</b>
<b>Minority/ Women Business Enterprise</b>	<b>\$100,000</b>	<b>General Conditions Section 8.06</b>
<b>General Minority and Women Workforce Goals</b>	<b>All Contracts</b>	<b>General Conditions Section 8.05</b>
<b>Equal Pay Certification</b>	<b>All Contracts</b>	<b>General Conditions Sections 8.04 &amp; 8.07</b>

**\*Refer to Supplemental General Conditions for any modifications to the above**



**ERIE COUNTY DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

**ALTERNATE BIDS**

The undersigned further proposes and agrees that if any or all of the following alternates are accepted and included in the contract, the total amount of the contract as heretofore stated shall be accordingly increased, or decreased, as the case may be. All materials and workmanship shall be in strict accordance with specifications and drawings.

The Owner, as a term and condition of Bid, reserves the right to either accept or reject any or all of the alternates appearing below. Pursuant to the Owner's right of acceptance or rejection, the Contractor submitting this Proposal hereby agrees that he will hold all of the alternate prices appearing below for the duration of the contract.

- A. Alternate Bid Alt.-E1: ADD the removal and replacement of existing fire alarm initiating and notification devices on Tier Floor B as indicated as Alternate No. 1 on Drawings: E-104 STACK TIER B FLOOR PLAN and as specified in specification under "Section 283100.02 – Fire Detection and Alarm**

**ADD DEDUCT (circle one)** \_\_\_\_\_  
  
\_\_\_\_\_ /100 DOLLARS (\$ \_\_\_\_\_ )

**Completion in Calendar Days:** \_\_\_\_\_

- B. Alternate Bid Alt.-E2: ADD the removal and replacement of existing fire alarm initiating and notification devices. on Tier Floor A as indicated as Alternate No. 2 on Drawings: E-102 STACK TIER A FLOOR PLAN and as specified in specification under "Section 283100.02 – Fire Detection and Alarm."**

**ADD DEDUCT (circle one)** \_\_\_\_\_  
  
\_\_\_\_\_ /100 DOLLARS (\$ \_\_\_\_\_ )

**Completion in Calendar Days:** \_\_\_\_\_

**SUBSTITUTIONS**

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

<b><u>ITEMS</u></b>	<b><u>MANUFACTURER'S NAME AND PRODUCT DESCRIPTION</u></b>
_____	_____
_____	_____
_____	_____
_____	_____

**ERIE COUNTY DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

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

**ADDENDA:**

The foregoing proposal covers the following Addenda:

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

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**ERIE COUNTY DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

NON-COLLUSIVE BIDDING CERTIFICATE.

1. By submission of this bid, the bidder and each person signing on behalf of the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or its knowledge and belief:
  - a. The prices in this bid have been arrived at independently with no collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and
  - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
  - c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit a bid for the purpose of restricting competition; and
  - d. If the bidder is a corporation, this certificate is and shall be deemed to have been authorized by the board of directors of the bidder, and such authorization is and shall be deemed to include the signing and submission of the bid and the inclusion therein of this certificate of non-collusion as the act and deed of the corporation.
  
2. Pursuant to 103-d, General Municipal Law, a bid shall not be considered for award nor shall any award be made where the above Non-Collusive Certificate, Paragraphs 1, (A), (B), (C), and (D) have not been complied with, unless explained, justified and legally excused in accordance with said law.

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

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

NAME OF FIRM: \_\_\_\_\_ Federal Tax ID No.: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINTED OR TYPEWRITTEN  
NAME OF SIGNATORY: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

DATE: \_\_\_\_\_

SEAL IF BIDDER  
IS A CORPORATION

**ERIE COUNTY DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

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

NAME:

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

ADDRESS OF PRINCIPAL OFFICE:

Street: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

LOCAL BRANCH OFFICE ADDRESS:

INCORPORATED UNDER THE LAWS OF THE STATE OF: \_\_\_\_\_

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

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

_____	_____
_____	_____
_____	_____
_____	_____

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

Name of Owner: \_\_\_\_\_

Certificate Filed: \_\_\_\_\_

(Place)

(Date)

**ERIE COUNTY DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

NEW YORK STATE CERTIFIED APPRENTICESHIP  
TRAINING PROGRAM CERTIFICATION

**Pursuant to Erie County Local Law 3-2018 the following MUST be submitted along with supporting documentation** unless the Contracting Agency has otherwise determined under Section 2f of the Erie County Rules and Regulations that the New York State Certified Apprenticeship Training Program does not apply.

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

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

Please check all items i through vi to acknowledge compliance:

- i. An organized written plan in place that embodies the terms and conditions of employment, training and supervision of one or more apprentices;
  - ii. A schedule of wages to be paid to the apprentices consistent with the skills required and approved by the New York State Department of Labor;
  - iii. Equal employment and affirmative action plans;
  - iv. Workforce development and diversification goals to ensure that the contractor will diligently work toward a minority workforce goal of 30% minority and female participation combined in project personnel including trades people, trainees, journeymen, apprentices and supervisory staff;
  - v. A minimum of ten percent (10%) of the total construction workers. Trades people, trainees, journeymen, and apprentices employed at any given time on a particular project by any and all contractors or subcontractors must be consist of persons participating in a NYSCATP; and
  - vi. In all cases, such Certified Apprenticeship Training Program must be specific to the type and scope of work which is being performed and must have a graduation rate of at least thirty percent (30%) as determined by the New York State Department of Labor.
- Enclosed is a detailed explanatory written statement as to the inapplicability of Apprenticeship participation due to: the lack of career opportunities in NYSCATP Approved by New York State Department of Labor Commissioner; OR the magnitude of the construction contract which would make use of apprentices impracticable.

\_\_\_\_\_  
*SIGNATURE*

\_\_\_\_\_  
*COMPANY NAME*

\_\_\_\_\_  
*DATE*



**ERIE COUNTY DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

**Erie County Equal Pay Certification**

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

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

\_\_\_\_\_  
Signature

**Verification**

**A) OWNER/PARTNERSHIP**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS:

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

Sworn to before me this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary

**B) CORPORATE**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS:

\_\_\_\_\_, being duly sworn, states that he or she is the  
Name of Corporate Officer  
\_\_\_\_\_, of \_\_\_\_\_,  
Title of Corporate Officer Name of Corporation

the enterprise making the foregoing Certification, that he or she has read the Certification and knows its contents, that the statements and representations made in the Certification are true to his or her own knowledge, and that the Certification is made at the direction of the Board of Directors of the Corporation.

Sworn to before me this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary





**ERIE COUNTY DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

**ERIE COUNTY EXECUTIVE ORDER #18  
ATTESTATION AND  
STATEMENT OF WORKFORCE**

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

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

\_\_\_\_\_  
Signature

**Verification**

STATE OF NEW YORK    )  
COUNTY OF ERIE        ) SS:

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

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

Sworn to before me this \_\_\_\_\_  
Day of \_\_\_\_\_, 20\_\_\_\_ Notary Public \_\_\_\_\_



**ERIE COUNTY DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

**ACKNOWLEDGMENT OF DRUG AND ALCOHOL TESTING COMPLIANCE**

\_\_\_\_\_ hereby acknowledges that a drug  
(PRINT OR TYPE COMPANY NAME)  
and alcohol program, which is required by Federal Department of Transportation rules (CFR, Title 49, Part 40 and 382), has been implemented by this Company. The program is administered by:

(PLEASE SELECT ONE)

( ) The Company itself - The program administrator is:

\_\_\_\_\_  
(Company Administrator's Name and Telephone Number)

( ) Third - Party Administrator - The program administrator is:

\_\_\_\_\_  
(Third - Party Administrator's Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Contact Person/Telephone)

\_\_\_\_\_  
(Company's Official's Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

Subscribed to before me on

\_\_\_\_\_, day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
Notary Public

Due to the safety-sensitive nature of the work which your Commercial Driver Licensed (CDL) employees may perform on this project, you are required to implement a drug and alcohol testing program which follows Federal Department of Transportation rules (CFR, Title 49, Parts 40 and 382). Further, as a condition of your contract, you must also submit proof of your compliance via this form to the Erie County Department of Public Works, office of the Commissioner.

This form must be signed and returned to the Commissioner of Public Works, 14th Floor, Rath Building, 95 Franklin Street, Buffalo, NY, no later than three (3) working days after the bid opening.



## NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

You have selected the For-Profit Construction questionnaire, commonly known as the “CCA-2,” which may be printed and completed in this format or, **for your convenience, may be completed online using the [New York State VendRep System](#).**

### COMPLETION & CERTIFICATION

The person(s) completing the questionnaire must be knowledgeable about the vendor’s business and operations. An owner or official must certify the questionnaire and the signature must be notarized.

### NEW YORK STATE VENDOR IDENTIFICATION NUMBER (VENDOR ID)

The Vendor ID is a ten-digit identifier issued by New York State when the vendor is registered on the Statewide Vendor File. This number must now be included on the questionnaire. If the business entity has not obtained a Vendor ID, contact the IT Service Desk at [ITServiceDesk@osc.state.ny.us](mailto:ITServiceDesk@osc.state.ny.us) or call 866-370-4672.

### DEFINITIONS

All underlined terms are defined in the “New York State Vendor Responsibility Definitions List,” found at <http://www.osc.state.ny.us/vendrep/documents/questionnaire/definitions.pdf>. These terms may not have their ordinary, common or traditional meanings. Each vendor is strongly encouraged to read the respective definitions for any and all underlined terms. By submitting this questionnaire, the vendor agrees to be bound by the terms as defined in the "New York State Vendor Responsibility Definitions List" existing at the time of certification.

### RESPONSES

Every question must be answered. Each response must provide all relevant information which can be obtained within the limits of the law. However, information regarding a determination or finding made in error which was subsequently corrected or overturned, and/or was withdrawn by the issuing government entity, is not required. Individuals and Sole Proprietors may use a Social Security Number but are encouraged to obtain and use a federal Employer Identification Number (EIN).



## NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

BUSINESS ENTITY INFORMATION				
<u>Legal Business Name</u>		<u>EIN</u> _____		
Address of the <u>Principal Place of Business</u> (street, city, state, zip code)		<u>New York State Vendor Identification Number</u>		
		Telephone ext.		Fax
		Website		
Authorized Contact for this Questionnaire				
Name		Telephone ext.		Fax
Title		Email		
Additional <u>Business Entity</u> Identities: If applicable, list any other <u>DBA</u> , <u>Trade Name</u> , <u>Former Name</u> , Other Identity, or <u>EIN</u> used in the last five (5) years, the state or county where filed and the status (active or inactive).				
Type	Name	EIN	State or County where filed	Status

I. BUSINESS CHARACTERISTICS				
1.0 <u>Business Entity</u> Type – Check appropriate box and provide additional information:				
a) <input type="checkbox"/> <u>Corporation</u> (including <u>PC</u> )	Date of Incorporation			
b) <input type="checkbox"/> <u>Limited Liability Company</u> ( <u>LLC</u> or <u>PLLC</u> )	Date Organized			
c) <input type="checkbox"/> <u>Limited Liability Partnership</u>	Date of Registration			
d) <input type="checkbox"/> <u>Limited Partnership</u>	Date Established			
e) <input type="checkbox"/> <u>General Partnership</u>	Date Established	County (if formed in NYS)		
f) <input type="checkbox"/> <u>Sole Proprietor</u>	How many years in business?			
g) <input type="checkbox"/> Other	Date Established			
If Other, explain:				
1.1 Was the <u>Business Entity</u> formed in New York State?				<input type="checkbox"/> Yes <input type="checkbox"/> No
If “No,” indicate jurisdiction where the <u>Business Entity</u> was formed:				
<input type="checkbox"/> United States	State			
<input type="checkbox"/> Other	Country			

## NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

<b>I. BUSINESS CHARACTERISTICS</b>			
1.2 Is the <u>Legal Business Entity</u> publicly traded?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
If "Yes," provide the <u>CIK code</u> or Ticker Symbol:			
1.3 Is the <u>Business Entity</u> currently <u>registered to do business in New York State</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
<i>Note: Select "Not Required" if the Business Entity is a Sole Proprietor or General Partnership</i>			
If "No," explain why the <u>Business Entity</u> is not required to be <u>registered to do business in New York State</u> :			
1.4 Is the responding <u>Business Entity</u> a <u>Joint Venture</u> ? Note: If the submitting <u>Business Entity</u> is a <u>Joint Venture</u> , also submit a separate questionnaire for each <u>Business Entity</u> comprising the <u>Joint Venture</u> .	<input type="checkbox"/> Yes <input type="checkbox"/> No		
1.5 If the <u>Business Entity's</u> <u>Principal Place of Business</u> is not in New York State, does the <u>Business Entity</u> maintain an office in New York State?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
<i>(Select "N/A" if <u>Principal Place of Business</u> is in New York State.)</i>			
If "Yes," provide the address and telephone number for one office located in New York State.			
1.6 Is the Business Entity a New York State certified <u>Minority-Owned Business Enterprise</u> , or <u>Women-Owned Business Enterprise</u> , or <u>New York State Small Business</u> , or federally certified <u>Disadvantaged Business Enterprise</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
If "Yes," check all that apply:			
<input type="checkbox"/> New York State certified <u>Minority-Owned Business Enterprise</u> (MBE)			
<input type="checkbox"/> New York State certified <u>Women-Owned Business Enterprise</u> (WBE)			
<input type="checkbox"/> <u>New York State Small Business</u>			
<input type="checkbox"/> Federally certified <u>Disadvantaged Business Enterprise</u> (DBE)			
1.7 Identify each person or business entity that is, or has been within the past five (5) years, <u>Principal Owner</u> of 5.0% or more of the firm's shares; a Business Entity Official; or one of the five largest shareholders, if applicable. <i>(Attach additional pages if necessary.)</i>			
<u>Joint Ventures</u> : Provide information for all firms involved.			
Name <i>(For each person, include middle initial)</i>	Title	Percentage of ownership (Enter 0%, if not applicable)	Employment status with the firm
			<input type="checkbox"/> Current <input type="checkbox"/> Former
			<input type="checkbox"/> Current <input type="checkbox"/> Former
			<input type="checkbox"/> Current <input type="checkbox"/> Former
			<input type="checkbox"/> Current <input type="checkbox"/> Former



**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT CONSTRUCTION (CCA-2)**

II. AFFILIATE and JOINT VENTURE RELATIONSHIPS		
2.0 Are there any other <u>construction</u> -related firms in which, now or in the past five years, the submitting <u>Business Entity</u> or any of the individuals or business entities listed in question 1.7 either owned or owns 5.0% or more of the shares of, or was or is one of the five largest shareholders or a director, officer, partner or proprietor of said other firm? ( <i>Attach additional pages if necessary.</i> )		<input type="checkbox"/> Yes <input type="checkbox"/> No
Firm/Company Name	Firm/Company EIN (If available)	Firm/Company's Primary Business Activity
Firm/Company Address		
Explain relationship with the firm and indicate percent of ownership, if applicable (enter N/A, if not applicable):		
Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting <u>Business Entity</u> has in common with this firm?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Individual's Name ( <i>Include middle initial</i> )	Position/Title with Firm/Company	
2.1 Does the <u>Business Entity</u> have any <u>construction</u> -related <u>affiliates</u> not identified in the response to question 2.0 above? ( <i>Attach additional pages if necessary.</i> )		<input type="checkbox"/> Yes <input type="checkbox"/> No
Affiliate Name	Affiliate EIN (If available)	Affiliate's Primary Business Activity
Affiliate Address		
Explain relationship with the affiliate and indicate percent of ownership, if applicable ( <i>enter N/A, if not applicable</i> ):		
Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting Business Entity has in common with this affiliate?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Individual's Name ( <i>Include middle initial</i> )	Position/Title with Firm/Company	
2.2 Has the <u>Business Entity</u> participated in any <u>construction-related Joint Ventures</u> within the past three (3) years? ( <i>Attach additional pages if necessary.</i> )		<input type="checkbox"/> Yes <input type="checkbox"/> No
Joint Venture Name	Joint Venture EIN (If available)	Identify parties to the Joint Venture

## NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

### III. CONTRACT HISTORY

3.0 Has the Business Entity completed any construction contracts?  Yes  No

*If "Yes," list the ten most recent construction contracts the Business Entity has completed using Attachment A – Completed Construction Contracts, found at [www.osc.state.ny.us/vendrep/documents/questionnaire/ac3294s.doc](http://www.osc.state.ny.us/vendrep/documents/questionnaire/ac3294s.doc).*

*If less than ten, include most recent subcontracts on projects up to that number.*

3.1 Does the Business Entity currently have uncompleted construction contracts?  Yes  No

*If "Yes," list all current uncompleted construction contracts by using Attachment B – Uncompleted Construction Contracts, found at [www.osc.state.ny.us/vendrep/documents/questionnaire/ac3295s.doc](http://www.osc.state.ny.us/vendrep/documents/questionnaire/ac3295s.doc).*

*Note: Ongoing projects must be included.*

### IV. INTEGRITY – CONTRACT BIDDING

*Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:*

4.0 Been suspended or debarred from any government contracting process or been disqualified on any government procurement?  Yes  No

4.1 Been subject to a denial or revocation of a government prequalification?  Yes  No

4.2 Had any bid rejected by a government entity for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid?  Yes  No

4.3 Had a proposed subcontract rejected by a government entity for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid?  Yes  No

4.4 Had a low bid rejected on a government contract for failure to make good faith efforts on any Minority-Owned Business Enterprise, Women-Owned Business Enterprise or Disadvantaged Business Enterprise goal or statutory affirmative action requirements on a previously held contract?  Yes  No

4.5 Agreed to a voluntary exclusion from bidding/contracting with a government entity?  Yes  No

4.6 Initiated a request to withdraw a bid submitted to a government entity or made any claim of an error on a bid submitted to a government entity?  Yes  No

*For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, project(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.*

### V. INTEGRITY – CONTRACT AWARD

*Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:*

5.0 Defaulted on or been suspended, cancelled or terminated for cause on any contract?  Yes  No

5.1 Been subject to an administrative proceeding or civil action seeking specific performance or restitution (except any disputed work proceeding) in connection with any government contract?  Yes  No

5.2 Entered into a formal monitoring agreement, consent decree or stipulation settlement as specified by, or agreed to with, any government entity?  Yes  No

5.3 Had its surety called upon to complete any contract whether government or private sector?  Yes  No

5.4 Forfeited all or part of a standby letter of credit in connection with any government contract?  Yes  No

## NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

### V. INTEGRITY – CONTRACT AWARD

**Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:**

For each “Yes,” provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity/owners involved, project(s), contract number(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.

### VI. CERTIFICATIONS/LICENSES

**Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:**

- |  |  |
|--|--|
| 6.0 Had a revocation or <u>suspension</u> of any business or professional permit and/or license?   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 6.1 Had a denial, decertification, revocation or forfeiture of New York State certification of <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> or a federal certification of <u>Disadvantaged Business Enterprise</u> status, for other than a change of ownership? | <input type="checkbox"/> Yes <input type="checkbox"/> No |

For each “Yes,” provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.

### VII. LEGAL PROCEEDINGS/GOVERNMENT INVESTIGATIONS

**Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:**

- |  |  |
|--|--|
| 7.0 Been the subject of a criminal <u>investigation</u> , whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or <u>federal</u> law?   | <input type="checkbox"/> Yes <input type="checkbox"/> No   |
| 7.1 Been the subject of:<br>(i.) An indictment, grant of immunity, <u>judgment</u> or conviction (including entering into a plea bargain) for conduct constituting a crime; or<br>(ii.) Any criminal <u>investigation</u> , felony indictment or conviction concerning the formation of, or any business association with, an allegedly false or fraudulent <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> , or a <u>Disadvantaged Business Enterprise</u> ? | <input type="checkbox"/> Yes <input type="checkbox"/> No<br><br><input type="checkbox"/> Yes <input type="checkbox"/> No |
| 7.2 Received any <u>OSHA</u> citation, which resulted in a final determination classified as <u>serious</u> or <u>willful</u> ?  | <input type="checkbox"/> Yes <input type="checkbox"/> No   |
| 7.3 Had a <u>government entity</u> find a willful prevailing wage or supplemental payment violation?   | <input type="checkbox"/> Yes <input type="checkbox"/> No   |
| 7.4 Had a New York State Labor Law violation deemed willful?   | <input type="checkbox"/> Yes <input type="checkbox"/> No   |
| 7.5 Entered into a consent order with the New York State Department of Environmental Conservation, or a <u>federal</u> , state or local government enforcement determination involving a violation of <u>federal</u> , state or local environmental laws?  | <input type="checkbox"/> Yes <input type="checkbox"/> No   |

## NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

### VII. LEGAL PROCEEDINGS/GOVERNMENT INVESTIGATIONS

*Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:*

7.6 Other than previously disclosed, been the subject of any <u>citations</u> , notices or violation orders; a pending administrative hearing, proceeding or determination of a violation of: <ul style="list-style-type: none"> <li>• <u>Federal</u>, state or local health laws, rules or regulations;</li> <li>• <u>Federal</u>, state or local environmental laws, rules or regulations;</li> <li>• Unemployment insurance or workers compensation coverage or <u>claim</u> requirements;</li> <li>• Any labor law or regulation, which was deemed willful;</li> <li>• Employee Retirement Income Security Act (ERISA);</li> <li>• <u>Federal</u>, state or local human rights laws;</li> <li>• <u>Federal</u>, state or local security laws?</li> </ul>	<input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

*For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.*

*Note: Information regarding a determination or finding made in error, which was subsequently corrected or overturned, and/or was withdrawn by the issuing government entity, is not required.*

### VIII. LEADERSHIP INTEGRITY

*If the Business Entity is a Joint Venture Entity, answer "N/A - Not Applicable" to questions in this section.*

*Within the past five (5) years has any individual previously identified or any individual currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the Business Entity with any government entity been:*

8.0 <u>Sanctioned</u> relative to any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.1 <u>Suspended, debarred or disqualified</u> from any <u>government contracting process</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.2 The subject of a criminal <u>investigation</u> , whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or <u>federal</u> law?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.3 Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for: <ul style="list-style-type: none"> <li>(i.) Any business-related activity, including but not limited to fraud, coercion, extortion, bribe or bribe-receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price-fixing or collusive bidding; or</li> <li>(ii.) Any crime, whether or not business-related, the underlying conduct of which related to truthfulness, including but not limited to the filing of false documents or false sworn statements, perjury or larceny</li> </ul>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

*For each "Yes," provide an explanation of the issue(s), the individual involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.*

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT CONSTRUCTION (CCA-2)**

IX. FINANCIAL AND ORGANIZATIONAL CAPACITY		
9.0 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> received any <u>formal unsatisfactory performance assessment(s)</u> from any <u>government entity</u> on any contract?		<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, the <u>government entity</u> involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</i>		
9.1 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> had any <u>liquidated damages</u> assessed over \$25,000?		<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, relevant dates, the contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</i>		
9.2 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> had any <u>liens, claims or judgments</u> over \$25,000 filed against the <u>Business Entity</u> which remain undischarged or were unsatisfied for more than 90 days? (Note: Including but not limited to tax warrants or liens. Do not include UCC filings.)		<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, relevant dates, the Lien holder or Claimants' name(s), the amount of the <u>lien(s)</u> and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</i>		
9.3 In the last seven (7) years, has the <u>Business Entity</u> or any <u>affiliate</u> initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?		<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Yes," provide the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with numbered responses.</i>		
9.4 What is the <u>Business Entity's</u> Bonding Capacity?		
a. Single Project		b. Aggregate (All Projects)
9.5 List <u>Business Entity's</u> Gross Sales for the previous three (3) Fiscal Years:		
1st Year (Indicate year ) Gross Sales	2nd Year (Indicate year ) Gross Sales	3rd Year (Indicate year ) Gross Sales
9.6 List <u>Business Entity's</u> Average Backlog for the previous three (3) fiscal years: (Estimated total value of uncompleted work on outstanding contracts)		
1st Year (Indicate year ) Amount	2nd Year (Indicate year ) Amount	3rd Year (Indicate year ) Amount
9.7 Attach <u>Business Entity's</u> most recent annual <u>financial statement</u> and accompanying notes or complete Attachment C – Financial Information, found at <a href="http://www.osc.state.ny.us/vendrep/documents/questionnaire/ac3296s.xls">www.osc.state.ny.us/vendrep/documents/questionnaire/ac3296s.xls</a> . (This information must be attached.)		

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT CONSTRUCTION (CCA-2)**

**X. FREEDOM OF INFORMATION LAW (FOIL)**

10.0 Indicate whether any information provided herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL).  
*Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL. Attach additional pages if necessary.*

Yes  No

*If "Yes," indicate the question number(s) and explain the basis for the claim.*

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT CONSTRUCTION (CCA-2)**

**Certification**

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State government entities (including the Office of the State Comptroller (OSC)) in making responsibility determinations regarding award or approval of a contract or subcontract and that such government entities will rely on information disclosed in the questionnaire in making responsibility determinations; (2) acknowledges that the New York State government entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (3) acknowledges that intentional submission of false or misleading information may result in criminal penalties under State and/or Federal Law, as well as a finding of non-responsibility, contract suspension or contract termination.

**The undersigned certifies that he/she:**

- is knowledgeable about the submitting Business Entity’s business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the questionnaire in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his/her knowledge, information and belief, confirms that the Business Entity’s responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State government entities will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under an obligation to update the information provided herein to include any material changes to the Business Entity’s responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the New York State government entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of Owner/Official \_\_\_\_\_

Printed Name of Signatory \_\_\_\_\_

Title \_\_\_\_\_

Name of Business \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_;

\_\_\_\_\_ Notary Public





**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
ATTACHMENT A – COMPLETED CONSTRUCTION CONTRACTS**

**NYS Vendor ID:**

**Vendor Name:**

<b>Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:</b>						
<b>1.</b>	Agency/Owner		Award Date	Amount	Date Completed	
	Contact Person	Telephone No.	Designer Architect and /or Design Engineer			
<b>2.</b>	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable	EIN of JV, if applicable		
	Agency/Owner		Award Date	Amount	Date Completed	
<b>3.</b>	Contact Person	Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable	EIN of JV, if applicable		
<b>4.</b>	Agency/Owner		Award Date	Amount	Date Completed	
	Contact Person	Telephone No.	Designer Architect and /or Design Engineer			
<b>5.</b>	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable	EIN of JV, if applicable		
	Agency/Owner		Award Date	Amount	Date Completed	
<b>6.</b>	Contact Person	Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable	EIN of JV, if applicable		
<b>7.</b>	Agency/Owner		Award Date	Amount	Date Completed	
	Contact Person	Telephone No.	Designer Architect and /or Design Engineer			
<b>8.</b>	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable	EIN of JV, if applicable		
	Agency/Owner		Award Date	Amount	Date Completed	

**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
ATTACHMENT A – COMPLETED CONSTRUCTION CONTRACTS**

**NYS Vendor ID:**

**Vendor Name:**

<b>Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:</b>						
<b>6.</b>	Agency/Owner		Award Date	Amount	Date Completed	
	Contact Person	Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
<b>7.</b>	Agency/Owner		Award Date	Amount	Date Completed	
	Contact Person	Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
<b>8.</b>	Agency/Owner		Award Date	Amount	Date Completed	
	Contact Person	Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
<b>9.</b>	Agency/Owner		Award Date	Amount	Date Completed	
	Contact Person	Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
<b>10.</b>	Agency/Owner		Award Date	Amount	Date Completed	
	Contact Person	Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	

**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS**

**Vendor Name:**

**NYS Vendor ID:**

<b>Question 3.1: List all current uncompleted construction contracts:</b>									
<b>1.</b>	Agency/Owner			Designer Architect and /or Design Engineer		Award Date	Completion Date		
	Contact Person	Telephone No.							
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable				
			Total Contract Amount		Amount Sublet to others		Uncompleted Amount		
<b>2.</b>	Agency/Owner			Designer Architect and /or Design Engineer		Award Date	Completion Date		
	Contact Person	Telephone No.							
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable				
			Total Contract Amount		Amount Sublet to others		Uncompleted Amount		
<b>3.</b>	Agency/Owner			Designer Architect and /or Design Engineer		Award Date	Completion Date		
	Contact Person	Telephone No.							
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable				
			Total Contract Amount		Amount Sublet to others		Uncompleted Amount		
<b>4.</b>	Agency/Owner			Designer Architect and /or Design Engineer		Award Date	Completion Date		
	Contact Person	Telephone No.							
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable				
			Total Contract Amount		Amount Sublet to others		Uncompleted Amount		

**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS**

**NYS Vendor ID:**

**Vendor Name:**

<b>Question 3.1: List all current uncompleted construction contracts:</b>									
<b>5.</b>	Agency/Owner			Designer Architect and /or Design Engineer		Award Date	Completion Date		
	Contact Person	Telephone No.							
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable				
			Total Contract Amount	Amount Sublet to others		Uncompleted Amount			
<b>6.</b>	Agency/Owner			Designer Architect and /or Design Engineer		Award Date	Completion Date		
	Contact Person	Telephone No.							
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable				
			Total Contract Amount	Amount Sublet to others		Uncompleted Amount			
<b>7.</b>	Agency/Owner			Designer Architect and /or Design Engineer		Award Date	Completion Date		
	Contact Person	Telephone No.							
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable				
			Total Contract Amount	Amount Sublet to others		Uncompleted Amount			
<b>8.</b>	Agency/Owner			Designer Architect and /or Design Engineer		Award Date	Completion Date		
	Contact Person	Telephone No.							
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable				
			Total Contract Amount	Amount Sublet to others		Uncompleted Amount			

**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS**

**Vendor Name:**

**NYS Vendor ID:**

<b>Question 3.1: List all current uncompleted construction contracts:</b>						
<b>9.</b>	Agency/Owner			Award Date	Completion Date	
	Contact Person	Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
		Total Contract Amount		Amount Sublet to others		Uncompleted Amount
<b>10.</b>	Agency/Owner			Award Date	Completion Date	
	Contact Person	Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
		Total Contract Amount		Amount Sublet to others		Uncompleted Amount

<b>Grand Total All Uncompleted Contracts</b>	<b>\$0.00</b>
--	---------------



**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
ATTACHMENT C - FINANCIAL INFORMATION**

NYS Vendor ID: \_\_\_\_\_

As of Date: \_\_\_\_\_

**ASSETS**

Current Assets

1. Cash		\$	-	
				_____
2. Accounts receivable - less allowance for doubtful accounts	\$	-		
Retainers included in accounts receivable	\$	-		
Claims included in accounts receivable not yet approved or in litigation	\$	-		
Total Accounts Receivable	\$	-		
				_____
3. Notes receivable - due within one year	\$	-		
				_____
4. Inventory - materials	\$	-		
				_____
5. Contract costs in excess of billings on uncompleted contracts	\$	-		
				_____
6. Accrued income receivable				
Interest	\$	-		
Other (list) _____	\$	-		
_____	\$	-		
Total Accrued Income Receivable	\$	-		
				_____
7. Deposits				
Bid and Plan _____	\$	-		
Other (list) _____	\$	-		
_____	\$	-		
Total Deposits	\$	-		
				_____
8. Prepaid Expenses				
Income Taxes	\$	-		
Insurance	\$	-		
Other (list) _____	\$	-		
_____	\$	-		
Total Prepaid Expenses	\$	-		
				_____
9. Other Current Assets				
Other (list) _____	\$	-		
_____	\$	-		
Total Other Current Assets	\$	-		
				_____
10. Total Current Assets				\$ _____
11. Investments				
Listed securities-present market value	\$	-		
Unlisted securities-present value	\$	-		
Total Investments				\$ _____





**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
ATTACHMENT C - FINANCIAL INFORMATION**

NYS Vendor ID: \_\_\_\_\_

**LIABILITIES**

Current Liabilities

15. Accounts payable	\$	-
16 a. Loans from shareholders - due within one year	\$	-
16 b. Other Loans - due within one year	\$	-
17. Notes payable - due within one year	\$	-
18. Mortgage payable - due within one year	\$	-
19. Other payables - due within one year		
Other (list) _____	\$	-
_____	\$	-
_____		
Total Other Payables - due within one year	\$	-
20. Billings in excess of costs and estimated earnings	\$	-
21. Accrued expenses payable		
Salaries and wages	\$	-
Payroll taxes	\$	-
Employees' benefits	\$	-
Insurance	\$	-
Other	\$	-
Total Accrued Expenses Payable	\$	-
22. Dividends payable	\$	-
23. Income taxes payable		
State	\$	-
Federal	\$	-
Other	\$	-
Total Income Taxes Payable	\$	-
24. Total current liabilities	\$	-
25. Deferred income taxes payable		
State	\$	-
Federal	\$	-
Other	\$	-
Total Deferred Income Taxes	\$	-
26. Long Term Liabilities		
Loans from shareholders - due after one year	\$	-
Other Loans - due within one year		
Principle	\$	-
Interest	\$	-
Notes payable - due after one year	\$	-
Mortgage - due after one year	\$	-
Other payables - due after one year	\$	-
Other (list) _____	\$	-
_____	\$	-
Total Long Term Liabilities	\$	-

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
ATTACHMENT C - FINANCIAL INFORMATION**

NYS Vendor ID: \_\_\_\_\_

27. Other Liabilities			
Other (list) _____	\$	-	
_____	\$	-	
Total Other Liabilities			\$ -
28. TOTAL LIABILITIES			\$ -

**NET WORTH**

29. Net Worth (if proprietorship or partnership)			\$ -
30. Stockholders' Equity			
Common stock issued and outstanding	\$	-	
Preferred stock issued and outstanding	\$	-	
Retained earnings	\$	-	
Total	\$	-	
Less: Treasury stock	\$	-	
31. TOTAL STOCKHOLDERS' EQUITY			\$ -
32. TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY			\$ -

**INDEX TO GENERAL CONDITIONS**

**SECTION 1 - DEFINITIONS**

1.01	Contract Documents
1.02	Architect / Engineer
1.03	Owner
1.04	Contractor
1.05	Sub-contractor
1.06	Proposal
1.07	Proposal Guaranty
1.08	Performance Labor & Material Payment Bond
1.09	Surety
1.10	Project Manual - Specifications
1.11	Drawings
1.12	Written Notice
1.13	Act of God

**SECTION 2 - DRAWINGS, SPECIFICATIONS AND RELATED DATA**

2.01	Intent of Drawings and Specifications
2.02	Conflict
2.03	Discrepancies in Drawings
2.04	Drawings and Specifications
2.05	Additional Instructions
2.06	Copies of Drawings and Specifications Furnished
2.07	Drawings and Specifications at Job Site
2.08	Ownership of Drawings and Specifications
2.09	Dimensions
2.10	Models
2.11	Samples
2.12	Shop Drawings
2.13	Quality of Equipment and Materials
2.14	Equipment Approval Data
2.15	Surveys
2.16	Record Document Submittals

**SECTION 3 - RELATIONS AMONG OWNER, CONTRACTOR AND ARCHITECT / ENGINEER**

3.01	Architect / Engineer's Responsibility and Authority
3.02	Architect / Engineer's Decisions
3.03	Suspension of Work
3.04	Inspection of Work
3.05	Examination of Complete Work
3.06	Contractor's Superintendence
3.07	Lands by Owner

- 3.08 Lands by Contractor
- 3.09 Private Property
- 3.10 Assignment of Contract
- 3.11 Removal of Construction Equipment, Tools and Supplies
- 3.12 Suspension of Work by Owner
- 3.13 Owner's Right to Correct Deficiencies
- 3.14 Owner's Right to Terminate Contract and Complete the Work
- 3.15 Contractor's Right to Suspend Work or Terminate Contract
- 3.16 Rights of Various Interests
- 3.17 Separate Contracts
- 3.18 Contractors Own Workforce
- 3.19 Subcontracts
- 3.20 Work During An Emergency
- 3.21 Oral Agreements

**SECTION 4 - MATERIALS AND WORKMANSHIP**

- 4.01 Materials Furnished by the Contractor
- 4.02 Materials Furnished by the Owner
- 4.03 Storage of Materials
- 4.04 Character of Workmen
- 4.05 Rejected Work and Materials
- 4.06 Manufacturer's Directions
- 4.07 Cutting and Patching
- 4.08 Cleaning Up
- 4.09 Guaranty Period

**SECTION 5 - INSURANCE, BONDS, SAFETY, ETC.**

- 5.01 Insurances Required
- 5.02 Certificates of Insurance
- 5.03 Performance, Labor and Material Payment Bond
- 5.04 Patents and Royalties
- 5.05 Permits
- 5.06 Laws to be Observed
- 5.07 Protection of Project and Public
- 5.08 Traffic Safety and Convenience
- 5.09 Crossing Utilities
- 5.10 Sanitary Provisions

**SECTION 6 - PROGRESS AND COMPLETION OF WORK**

- 6.01 Notice to Proceed
- 6.02 Laying Out Work
- 6.03 Methods of Materials
- 6.04 Contract Time

**COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

- 6.05 Progress Schedule
- 6.06 Changes in the Work
- 6.07 Extra Work
- 6.08 Extension of Contract Time
- 6.09 Use of Completed Portions
- 6.10 Existing Utilities
- 6.11 Site Conditions
- 6.12 Prevention of Delay

**SECTION 7 - MEASUREMENT AND PAYMENT**

- 7.01 Detailed Breakdown of Contract Amount
- 7.02 Requests for Payment
- 7.03 Architect / Engineer's Action on a Request for Payment
- 7.04 Owner's Action on an Approved Request for Payment
- 7.05 Owner's Right to Withhold Payment of an Approved Request for Payment
- 7.06 Responsibility of the Contractor
- 7.07 Payment for Uncorrected Work
- 7.08 Payment for Rejected Work and Materials
- 7.09 Payment for Extra or Omitted Work
- 7.10 Payment for Work Suspended by the Owner
- 7.11 Payment for Work by the Owner
- 7.12 Payment for Work by the Owner Following His  
Termination of the Contract
- 7.13 Payment for Work Terminated
- 7.14 Payment for Samples and Testing of Materials
- 7.15 Release of Liens
- 7.16 Acceptance and Final Payment
- 7.17 Termination of Contractor's Responsibility
- 7.18 Correction of Faulty Work After Final Payment

**SECTION 8 - WAGES AND LABOR CONDITIONS**

- 8.01 Working Hours
- 8.02 Wage Rates and Supplements
- 8.03 Discrimination
- 8.04 Equal Employment Opportunity
- 8.05 Monitoring
- 8.06 County of Erie Minority and Women's Business & Service-Disabled Veterans Business  
Enterprise Commitment
- 8.07 County of Erie-Executive Order No.13 "Pay Equity Certification on County Contracts"
- 8.08 County of Erie-Executive Order No.18 "First Source Hiring Policy for County Construction  
Projects"

**SECTION 9 - ACCOUNTABILITY**

9.01 Accountability

SECTION 10 - THE ERIE COUNTY WORKFORCE DEVELOPMENT AND DIVERSIFICATION NEW YORK STATE  
CERTIFIED WORKER TRAINING PROGRAM

- 10.01 County of Erie Local Law No. 3-2018
- 10.02 Rules and Regulations Adopted by the Erie County Commissioner of Public Works  
Regarding Local Law No. 3-2018

APPENDIX A – EQUAL EMPLOYMENT OPPORTUNITY FORMS

ERIE COUNTY MINORITY/WOMEN BUSINESS ENTERPRISE & SERVICE-DISABLED VETERANS  
BUSINESS UTILIZATION REPORT – PART A

ERIE COUNTY MINORITY/WOMEN BUSINESS ENTERPRISE & SERVICE-DISABLED VETERANS  
BUSINESS UTILIZATION REPORT – PART B

ERIE COUNTY MINORITY/WOMEN BUSINESS ENTERPRISE & SERVICE-DISABLED VETERANS  
UTILIZATION REPORT – PART C

ERIE COUNTY MINORITY/WOMEN BUSINESS ENTERPRISE & SERVICE-DISABLED VETERANS  
BUSINESS UTILIZATION REPORT – PART D

AUTHORIZATION FOR RELEASE OF MBE/SDVOB INFORMATION

MINORITY/ WOMEN BUSINESS ENTERPRISE & SERVICE-DISABLED VETERANS BUSINESS WAIVER

APPENDIX B – ERIE COUNTY DEPARTMENT OF PUBLIC WORKS – BUILDING PERMIT APPLICATION

BUILDING PERMIT APPLICATION

INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

APPENDIX C – COUNTY OF ERIE – EXECUTIVE ORDER NO.13 – PAY EQUITY CERTIFICATION ON COUNTY  
CONTRACTS

EXECUTIVE ORDER #13 PAY EQUITY CERTIFICATION ON COUNTY CONTRACTS

ERIE COUNTY EQUAL PAY CERTIFICATION

APPENDIX D – COUNTY OF ERIE – EXECUTIVE ORDER NO. 18 – FIRST SOURCE HIRING POLICY FOR  
COUNTY CONSTRUCTION PROJECTS

EXECUTIVE ORDER NO.18 – FIRST SOURCE HIRING POLICY FOR COUNTY CONSTRUCTION  
PROJECTS

RULES AND REGULATIONS IMPLEMENTING ERIE COUNTY EXECUTIVE MARK C. POLONCARZ  
ORDER #18 SPECIFIC TO THOSE ERIE COUNTY CONSTRUCTION PROJECTS NOT  
INITIATED IN THE ERIE COUNTY DEPARTMENT OF ENVIRONMENT AND PLANNING  
DIVISION OF SEWERAGE MANAGEMENT

COUNTY OF ERIE EXECUTIVE ORDER #18 MONITORING AND REPORTS

FIRST SOURCE POLICY TARGETED ZIP CODES – ERIE COUNTY ZIP CODES WITH 20% POVERTY  
RATE OR HIGHER





**INDEX TO GENERAL CONDITIONS**

**SECTION 1 - DEFINITIONS**

1.01	Contract Documents
1.02	Architect / Engineer
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3.07	Lands by Owner

- 3.08 Lands by Contractor
- 3.09 Private Property
- 3.10 Assignment of Contract
- 3.11 Removal of Construction Equipment, Tools and Supplies
- 3.12 Suspension of Work by Owner
- 3.13 Owner's Right to Correct Deficiencies
- 3.14 Owner's Right to Terminate Contract and Complete the Work
- 3.15 Contractor's Right to Suspend Work or Terminate Contract
- 3.16 Rights of Various Interests
- 3.17 Separate Contracts
- 3.18 Contractors Own Workforce
- 3.19 Subcontracts
- 3.20 Work During An Emergency
- 3.21 Oral Agreements

**SECTION 4 - MATERIALS AND WORKMANSHIP**

- 4.01 Materials Furnished by the Contractor
- 4.02 Materials Furnished by the Owner
- 4.03 Storage of Materials
- 4.04 Character of Workmen
- 4.05 Rejected Work and Materials
- 4.06 Manufacturer's Directions
- 4.07 Cutting and Patching
- 4.08 Cleaning Up
- 4.09 Guaranty Period

**SECTION 5 - INSURANCE, BONDS, SAFETY, ETC.**

- 5.01 Insurances Required
- 5.02 Certificates of Insurance
- 5.03 Performance, Labor and Material Payment Bond
- 5.04 Patents and Royalties
- 5.05 Permits
- 5.06 Laws to be Observed
- 5.07 Protection of Project and Public
- 5.08 Traffic Safety and Convenience
- 5.09 Crossing Utilities
- 5.10 Sanitary Provisions

**SECTION 6 - PROGRESS AND COMPLETION OF WORK**

- 6.01 Notice to Proceed
- 6.02 Laying Out Work
- 6.03 Methods of Materials
- 6.04 Contract Time

**COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

- 6.05 Progress Schedule
- 6.06 Changes in the Work
- 6.07 Extra Work
- 6.08 Extension of Contract Time
- 6.09 Use of Completed Portions
- 6.10 Existing Utilities
- 6.11 Site Conditions
- 6.12 Prevention of Delay

**SECTION 7 - MEASUREMENT AND PAYMENT**

- 7.01 Detailed Breakdown of Contract Amount
- 7.02 Requests for Payment
- 7.03 Architect / Engineer's Action on a Request for Payment
- 7.04 Owner's Action on an Approved Request for Payment
- 7.05 Owner's Right to Withhold Payment of an Approved Request for Payment
- 7.06 Responsibility of the Contractor
- 7.07 Payment for Uncorrected Work
- 7.08 Payment for Rejected Work and Materials
- 7.09 Payment for Extra or Omitted Work
- 7.10 Payment for Work Suspended by the Owner
- 7.11 Payment for Work by the Owner
- 7.12 Payment for Work by the Owner Following His  
Termination of the Contract
- 7.13 Payment for Work Terminated
- 7.14 Payment for Samples and Testing of Materials
- 7.15 Release of Liens
- 7.16 Acceptance and Final Payment
- 7.17 Termination of Contractor's Responsibility
- 7.18 Correction of Faulty Work After Final Payment

**SECTION 8 - WAGES AND LABOR CONDITIONS**

- 8.01 Working Hours
- 8.02 Wage Rates and Supplements
- 8.03 Discrimination
- 8.04 Equal Employment Opportunity
- 8.05 Monitoring
- 8.06 County of Erie Minority and Women's Business Enterprise Commitment
- 8.07 County of Erie-Executive Order No.13 "Pay Equity Certification on County Contracts"
- 8.08 County of Erie-Executive Order No.18 "First Source Hiring Policy for County Construction  
Projects"

**SECTION 9 - ACCOUNTABILITY**

- 9.01 Accountability

SECTION 10 - THE ERIE COUNTY WORKFORCE DEVELOPMENT AND DIVERSIFICATION NEW YORK STATE  
CERTIFIED WORKER TRAINING PROGRAM

- 10.01 County of Erie Local Law No. 3-2018
- 10.02 Rules and Regulations Adopted by the Erie County Commissioner of Public Works  
Regarding Local Law No. 3-2018

APPENDIX A – EQUAL EMPLOYMENT OPPORTUNITY FORMS

ERIE COUNTY MINORITY/WOMEN BUSINESS ENTERPRISE UTILIZATION REPORT – PART A  
ERIE COUNTY MINORITY/WOMEN BUSINESS ENTERPRISE UTILIZATION REPORT – PART B  
ERIE COUNTY MINORITY/WOMEN BUSINESS ENTERPRISE UTILIZATION REPORT – PART C  
ERIE COUNTY MINORITY/WOMEN BUSINESS ENTERPRISE UTILIZATION REPORT – PART D  
AUTHORIZATION FOR RELEASE OF MBE INFORMATION  
MINORITY/ WOMEN BUSINESS ENTERPRISE WAIVER

APPENDIX B – ERIE COUNTY DEPARTMENT OF PUBLIC WORKS – BUILDING PERMIT APPLICATION

BUILDING PERMIT APPLICATION  
INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE  
COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

APPENDIX C – COUNTY OF ERIE – EXECUTIVE ORDER NO.13 – PAY EQUITY CERTIFICATION ON COUNTY  
CONTRACTS

EXECUTIVE ORDER #13 PAY EQUITY CERTIFICATION ON COUNTY CONTRACTS  
ERIE COUNTY EQUAL PAY CERTIFICATION

APPENDIX D – COUNTY OF ERIE – EXECUTIVE ORDER NO. 18 – FIRST SOURCE HIRING POLICY FOR  
COUNTY CONSTRUCTION PROJECTS

EXECUTIVE ORDER NO.18 – FIRST SOURCE HIRING POLICY FOR COUNTY CONSTRUCTION  
PROJECTS  
RULES AND REGULATIONS IMPLEMENTING ERIE COUNTY EXECUTIVE MARK C. POLONCARZ  
ORDER #18 SPECIFIC TO THOSE ERIE COUNTY CONSTRUCTION PROJECTS NOT  
INITIATED IN THE ERIE COUNTY DEPARTMENT OF ENVIRONMENT AND PLANNING  
DIVISION OF SEWERAGE MANAGEMENT  
COUNTY OF ERIE EXECUTIVE ORDER #18 MONITORING AND REPORTS  
FIRST SOURCE POLICY TARGETED ZIP CODES – ERIE COUNTY ZIP CODES WITH 20% POVERTY  
RATE OR HIGHER

**GENERAL CONDITIONS OF THE CONTRACT**

**SECTION 1 - DEFINITIONS**

- 1.01 CONTRACT DOCUMENTS - The Contract comprises all the documents listed in the Table of Contents of the Project Manual, including all additions, deletions and modifications incorporated therein before the execution of the Contract:
- A. Legal and Procedural Documents
  - B. General Conditions of the Contract
  - C. Supplementary General Conditions
  - D. Application for Payment
  - E. Detailed Specifications
  - F. Drawings
- 1.02 ARCHITECT / ENGINEER is the Architect, Architect / Engineer or Engineer named in the Contract Documents, or the representative duly authorized in writing to act for such Architect, Architect / Engineer or Engineer.
- 1.03 OWNER is the County of Erie. With respect to approval of the Contract Award, Change Orders and Final Payment, as well as the appropriation of funds therefore, the County Legislature shall be the Owner's representative. For Contract execution, the County Executive shall be the Owner's representative. In legal matters, the County Attorney shall be the County's representative. In all other matters, the County's representative shall be the Commissioner of Public Works, or in his absence, his duly authorized representative.
- 1.04 CONTRACTOR is the Contractor named in the Contract Documents.
- 1.05 SUBCONTRACTOR is any person, firm or corporation who has a direct contract with the Contractor and who acts for or in behalf of the Contractor in executing any part of the Contract, but does not include one who merely furnishes material or equipment.
- 1.06 PROPOSAL: The offer of a Bidder to perform the work described by the Contract Documents when made out and submitted on the prescribed Proposal Form, properly signed and guaranteed.
- 1.07 PROPOSAL GUARANTY: The Bid Bond, which shall accompany each Proposal submitted by the Bidder, is a guarantee that the Bidder will enter into a contract with the Owner for the construction of the work if the contract is awarded to him.
- 1.08 PERFORMANCE LABOR AND MATERIAL PAYMENT BOND: The Owner's standard bond document and the only approved form of security to be submitted by the contractor and his surety as a guarantee to faithfully execute the work in accordance with the terms of the contract and to pay all amounts owed by him to all laborers, tradesmen and suppliers in connection with the work covered by his contract.
- 1.09 SURETY is the person, firm or corporation that executes the Contractor's Performance Bond.

**COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

- 1.10 PROJECT MANUAL shall mean the Legal and Procedural Documents, General Conditions of the Contract, together with the modifications thereof, and the Detailed Specifications, with all addenda thereto.
- 1.11 DRAWINGS are those enumerated in the contract documents.
- 1.12 WRITTEN NOTICE shall be considered as served when delivered in person or sent by registered or certified mail to the individual, firm or corporation or to the last business address of such known to him who serves the notice.
- A. Notice to Owner - All required notices to the Owner shall be delivered to the Erie County Department of Public Works – Office of the Commissioner, 14<sup>th</sup> Floor Rath Building, 95 Franklin Street, Buffalo, NY 14202.
- B. Change of Address - Each party shall advise the other parties to the Contract promptly as to any change in his business address until completion of the Contract.
- 1.13 ACT OF GOD means an earthquake, flood, tornado or other cataclysmic phenomenon of nature. Rain, wind, flood or other natural phenomenon of normal intensity for the locality shall not be construed as an Act of God and no reparation shall be made to the Contractor for damaged to the work resulting there from.

**SECTION 2 - DRAWINGS, SPECIFICATIONS AND RELATED DATA**

- 2.01 INTENT OF DRAWINGS AND SPECIFICATIONS - The intent of the Drawings and Specifications is that the Contractor furnish all labor and materials, equipment and transportation necessary for the proper execution of the work unless specifically noted otherwise. The Contractor shall do all the work shown on the Drawings and described in the Specifications and all incidental work considered necessary to complete the work included in the contract in a substantial and acceptable manner, and to fully complete the work or improvement, ready for use, occupancy and operation by the Owner.
- 2.02 CONFLICT - If there is conflicting variance between the Drawings and the Specifications, the provisions of the Specifications shall control. In case of conflict between the General Conditions of the Contract or any modifications thereof and the Detailed Specification Requirements, the Detailed Specification Requirements shall control.
- 2.03 DISCREPANCIES IN DRAWINGS - Any discrepancies found between the Drawings and Specifications and site conditions or any errors or omissions in the Drawings or Specifications shall be immediately reported to the Architect / Engineer , who shall promptly correct such error or omission in writing. Any work done by the Contractor after his discovery of such discrepancies, errors or omissions shall be done at the Contractor's risk.
- 2.04 DRAWINGS AND SPECIFICATIONS - The complete requirements of the work to be performed under the Contract shall be set forth in Drawings and Specifications to be supplied through the Architect / Engineer or by the Architect / Engineer as consultant to the Owner.
- 2.05 ADDITIONAL INSTRUCTIONS - Further instructions may be issued by the Architect / Engineer during the progress of the work by means of Drawings or otherwise to make more clear or specific the Drawings and Specifications or as may be necessary to explain or illustrate changes in the work to be done.
- 2.06 COPIES OF DRAWINGS AND SPECIFICATIONS FURNISHED - Except as provided for otherwise, all required copies of Drawings and Specifications necessary for the execution of the work shall be furnished to the Contractor without charge.

**COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

- 2.07 DRAWINGS AND SPECIFICATIONS AT JOB SITE - One complete set of all Drawings and Specifications shall be maintained at the job site and shall be available to the Architect / Engineer at all times.
- 2.08 OWNERSHIP OF DRAWINGS AND SPECIFICATIONS - Except as otherwise provided in the Owner's Contract with the Architect / Engineer, all original or duplicated Drawings and Specifications and other data prepared by the Architect / Engineer shall remain the property of the Owner and/or Architect / Engineer, and they shall not be reused on other work, but shall be returned upon completion of the work.
- 2.09 DIMENSIONS - Figured dimensions on the plans will be used in preference to scaling the Drawings. Where the work of the Contractor is affected by finish dimensions, these shall be determined by the Contractor at the site, and he shall assume the responsibility therefore.
- 2.10 MODELS - All models prepared for this work shall become the property of the Owner at the completion of the work.
- 2.11 SAMPLES - All samples called for in the Specifications or required by the Architect / Engineer shall be furnished by the Contractor and shall be submitted to the Architect / Engineer for his approval. Samples shall be furnished so as not to delay fabrication, allowing the Architect / Engineer reasonable time for the consideration of the samples submitted.
- A. Samples of Tests - Contractor shall furnish such samples of material as may be required for examination and test. All materials and workmanship shall be in accordance with approved samples. All samples of materials for tests shall be taken according to methods provided in the Specifications.
- 2.12 SHOP DRAWINGS – A schedule of shop drawings, setting data, and other manufacturer's data shall be submitted by the Contractor for approval of the Architect/Engineer. This schedule shall be coordinated with the project construction schedule and shall be submitted within 30 days after award of contracts.
- A. The shop drawings schedule should list the following information:
1. Description of items for which shop drawings and data shall be submitted.
  2. Approximate date for first submittal.
  3. Approximate number of calendar days required for fabrication and delivery after final approval.
  4. Number of copies each item for preliminary and final submittals.
- B. The Contractor shall be responsible for the accuracy, completeness, and suitability of the information furnished or shop drawings prepared by the subcontractors and vendors. The Contractor shall check and approve all shop drawings before they are submitted to the Architect/Engineer. Such approval shall be understood to indicate the Contractor's assurances that the items proposed by the drawings and data sheets are in accordance with the contract. Shop drawings shall include setting drawings, schedules, catalogs, brochures, manufacturer's data and other information required to evaluate and install.
- C. Shop drawings may be disapproved by the Architect/Engineer for the following reasons:
1. Drawing has not been approved by the Contractor.
  2. Drawings have been prepared without due regard for information and requirements called for or logically implied by the Contract Documents.

**COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

3. The information is not sufficiently complete or accurate to verify that that the work represented is in accordance with the Contract Documents.
- D. Shop drawings and submitted data shall be graded by the Architect/Engineer as follows:
1. Reviewed
    - a. There shall be no correction marks on drawings.
    - b. The work may be fabricated.
  2. Make Noted Corrections
    - a. Corrections shall be of a minor nature.
    - b. The work may be fabricated at the Contractor's option, except where otherwise noted.
    - c. Corrected copies shall be submitted within a reasonable time for final approval.
    - d. Not Approved
  3. Rejected
    - a. Drawings are not acceptable.
  4. Revise and Re-submit
    - a. Drawings are basically correct, but due to the nature and/or extent of the corrections and/or revisions required, work shall not be fabricated.
  5. Submit Item Specified
    - a. Contractor shall submit item as specified in the specifications.
  6. The Architect / Engineer shall, within fourteen (14) days of the submittal of any shop drawings, return one copy to the contractor marked with all corrections and changes.
- E. The Architect/Engineer's approval of shop drawings is subject to the following conditions:
1. Approval does not authorize changes to contract requirements unless so stated in a separate letter or change order.
  2. The Contractor shall verify all dimensions.
  3. Checking and approval of shop drawings shall be only for conformance with the design concept of the project and compliance with the information given in the Contract Documents. Contractor shall be responsible for the dimensions to be confirmed and correlated at the jobsite; for all quantities, for information that pertains solely to the fabrication processes or to techniques or construction, and for coordination of the work of all trades.
- F. Shop drawings should generally provide the following information:
1. Job Title and Shop Drawing Number.



**COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

2. Date of Drawing and Revisions.
3. Certification that drawing has been checked by Contractor and is in compliance with the Contract Documents.
4. Details of Fabrication, Assembly and Erection.
5. Materials Used.
6. Required Dimensions.
7. Details of connections of related work.
8. Designation of the other subcontractor, trade or Contractor who provides related work shown on drawings. If not shown, this information should be provided by the Contractor before the first submittal is transmitted to the Architect / Engineer.
9. Information relating to the capacities, controls and other specification data for items or equipment.
10. Schedule, where pertinent, information on finishes or protective coating, including color samples as required.

G. Distribution Procedure:

1. In general, all shop drawings and submittals shall be received by the Architect / Engineer under a covering transmittal memorandum from the Contractor.
2. Unless otherwise indicated, initial and subsequent submissions, except final submissions shall consist of one (1) reproducible transparency and two (2) prints. The two (2) prints will be retained by the Architect /Engineer and the reproducible transparency will be returned to the Contractor.
3. Submission of catalogs, brochures and other data, where reproducible transparencies are not feasible, shall consist of a minimum of four (4) copies, two (2) of which shall be retained and two (2) returned to the Contractor. Final submittal shall include extra copies as maybe be required by the Contractor.
4. The Contractor shall make all necessary corrections to conform to the corrections and changes requested by the Architect / Engineer.
5. When shop drawings are “approved “and so stamped, the Contractor shall then submit an additional three (3) copies to the Architect/ Engineer which will be retained.
6. The Contractor shall make a minimum distribution of “approved” copies as follows:
  7. One or more copies to the fabricator and /or manufacturer’s representative.
  8. One copy in the contractor’s office.
  9. One copy to file and keep in good condition at the site.

2.13 QUALITY OF EQUIPMENT AND MATERIALS - In order to establish standard of quality, the Architect / Engineer may, in the Detailed Specifications, refer to certain products by name and catalog number. This procedure is not to be construed as eliminating from competition other products of equal or better quality by other manufacturers where fully suitable for performance, capacity and design.

**COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

- A. The Contractor shall furnish the complete list of proposed desired substitutions at the time of bidding, in the space provided on the Proposal Form, together with such engineering and catalog data as the Architect / Engineer may require.
- B. Substitutions
1. Requests for substitutions will be considered under the following time limitations and situations:
    - a. Not less than ten (10) calendar days before bids are due.
    - b. Work or equipment specified becomes unavailable through unforeseen events such as strikes, loss of manufacturers' plant through fire, flood or bankruptcy.
  2. Requested substitutions will be reviewed and adjudged. Failure of the Owner to raise objection shall not constitute a waiver of any of the requirements of the Contract Documents.
  3. Request for substitutions shall include complete data with drawings and samples as required, including the following:
    - a. Quality Comparison – Proposed substitution versus the specified product.
    - b. Changes required in other work because of the substitution.
    - c. Effect on the construction schedule.
    - d. Cost Data – Resulting from the proposed substitution versus the specified product. The Contractor shall certify that the cost data presented is complete and includes all related costs under this Contract.
  4. When proposing a substitution, the Contractor represents that:
    - a. They have investigated the proposed substitution and have determined that it is equal to or better than the product specified.
    - b. They will guarantee the substitution in the same manner as the product specified.
    - c. They will coordinate and make other changes as required in the work as a result of the substitution.
    - d. They waive all claims for additional costs as a result of the substitution, with the exception of those identified above under "cost data".
  5. The Owner will be sole judge of the acceptability of the proposed substitution.
  6. The Owner will have authority to approve or reject substitutions or to change the specified standards of quality. However, neither this authority to act under this provision nor any decision made in good faith, either to exercise or not to exercise this authority, shall give rise to any duty or responsibility of the Owner to the Contractor, any Subcontractor, any Sub-Subcontractor, any of their agents or employees, or any other persons performing the work or offering to perform the work.
- C. The Contractor shall abide by the Architect / Engineer's judgment when proposed substitute materials or items of equipment are judged to be unacceptable and shall furnish the specified material or item of equipment in such case. All proposals for substitutions shall be submitted in writing by the Contractor and not by sub-contractors, individual trades or material suppliers. The Architect / Engineer will approve or disapprove proposed substitutions in writing. No substitute materials or equipment shall be used unless approved in writing.

**COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

- 2.14 EQUIPMENT APPROVAL DATA - The Contractor shall furnish one copy of complete catalog data for every manufactured item of equipment and all components to be used in the work, including specific performance data, material description, rating, capacity, working pressure, material gage or thickness, brand name, catalog number and general type.
- A. This submission shall be compiled by the Contractor and approved by the Architect / Engineer before any of the equipment is ordered.
  - B. Each data sheet or catalog in the submission shall be indexed according to specification section and paragraph for easy reference.
  - C. After written approval, this submission shall become a part of the Contract, and may not be deviated from except upon written approval of the Architect / Engineer and Owner.
  - D. Catalog data for equipment approved by the Architect / Engineer does not in any case supersede the Architect / Engineer's Contract Documents. The approval of the Architect / Engineer shall not relieve the Contractor from responsibility for deviations from Drawings or Specifications, unless he has in writing called the Architect / Engineer's attention to such deviations at the time of submission, nor shall it relieve him from responsibility for errors of any sort in the items submitted. The Contractor shall check the work described by the catalog data with the Architect / Engineer's Contract Documents for deviations and errors.
  - E. It shall be the responsibility of the Contractor to insure that items to be furnished fit the space available. He shall make necessary field measurements to ascertain space requirements, including those for connections, and shall order such sizes and shapes of equipment that the final installation shall suit the true intent and meaning of the Drawings and Specifications.
  - F. Where equipment requiring different arrangement of connections from those shown is approved, it shall be the responsibility of the Contractor to install the equipment to operate properly, and in harmony with the intent of the Drawings and Specifications, and to make all changes in the work required by the different arrangement of connections without extra cost to the Owner.
- 2.15 SURVEYS - Unless otherwise specified, the Owner shall establish all base lines for the location of the principal component parts of the work together with a suitable number of bench marks adjacent to the work. Based upon the information provided by the Owner, the Contractor shall develop and make all detail surveys necessary for construction, including slope stakes, batterboards, stakes for pile locations and other working points, lines and elevations. The Contractor shall have the responsibility to carefully preserve bench marks, reference points and stakes, and, in the case of destruction thereof by the Contractor or resulting from his negligence, the Contractor shall be charged with the expense and damage resulting there from and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such bench marks, reference points and stakes.
- 2.16 RECORD DOCUMENT SUBMITTALS
- A. Record Drawings: Prior to acceptance by the Owner of all work covered by the contract each contractor shall furnish to the Architect/ Engineer project record documents as required under Division 1.
  - B. Operation and Maintenance Manuals: Prior to acceptance by the Owner of all work covered by the contract each contractor shall furnish to the Architect/ Engineer operation and maintenance manuals as required under Division 1.

**SECTION 3 - RELATIONS AMONG OWNER, CONTRACTOR AND ARCHITECT / ENGINEER**

- 3.01 ARCHITECT / ENGINEER 'S RESPONSIBILITY AND AUTHORITY - All work shall be done under the general administration of the Architect / Engineer. The Architect / Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, rate or progress of work, interpretation of Drawings and Specifications and all questions, other than legal questions, as to the acceptable fulfillment of the Contract on the part of the Contractor.
- 3.02 ARCHITECT / ENGINEER'S DECISIONS - All decisions of the Architect / Engineer concerning the intent of the drawings and specifications shall be final. No changes may be made in the drawings or specifications involving more or less quantities of materials, changes in the quality of materials or workmanship, or changes in design or in the amount of labor or machine time involved, regardless of whether or not a change in contract price is sought, until a request in writing has been submitted to the Owner for his approval and such approval has been granted.
- 3.03 SUSPENSION OF WORK - The Owner's representative and/or the Architect / Engineer shall have the authority to suspend the work, wholly or in part, for such periods as he may deem necessary due to unsuitable weather or such other conditions as are considered unfavorable for prosecution of the work, or failure on the part of the Contractor to carry out the provisions of the Contract or to supply materials meeting the requirements of the Specifications. The Contractor shall not suspend operation without the Owner's representative and/or the Architect / Engineer's permission.
- 3.04 INSPECTION OF WORK - All materials and each part or detail of the work shall be subject at all times to inspection by the Owner's representative and/or the Architect / Engineer, and the Contractor will be held strictly to the true intent of the Specifications in regard to quality of materials, workmanship, and the diligent execution of the Contract. Such inspection may include mill, plant, or shop inspection, and any material furnished under these Specifications is subject to such inspection. The Owner's representative and/or the Architect / Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.
- 3.05 EXAMINATION OF COMPLETE WORK - If the Architect / Engineer requests it, the Contractor at any time before acceptance of the work shall remove or uncover such portions of the finished work as maybe directed. After examination, the Contractor shall restore said portions of the work to the standard required by the Specifications. Should the work thus exposed or examined prove acceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed shall be paid for as Extra Work, but should the work so exposed or examined prove unacceptable, the uncovering, removing and replacing shall be at the Contractor's expense.
- 3.06 CONTRACTOR'S SUPERINTENDENCE - The Contractor shall designate a qualified superintendent, acceptable to the Owner's representative and the Architect / Engineer, who shall be maintained on the project and give efficient supervision to the work until its completion. The superintendent shall have full authority to act in behalf of the Contractor, and all directions given to the superintendent shall be considered given to the Contractor. In general, the Architect / Engineer's instructions shall be confirmed in writing and always upon written request from the Contractor. The Contractor's superintendent or other authorized managerial level representative shall be required to attend all scheduled job meetings.
- 3.07 LANDS BY OWNER - The Owner shall provide the lands shown on the Drawings upon which the work under the Contract is to be performed and to be used for rights-of-way for access. Any unreasonable delay in furnishing these lands by the Owner shall be deemed proper cause for adjustment in the Contract Amount and/or in the time of completion.

**COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

- 3.08 LANDS BY CONTRACTOR - Any additional land and access thereto, not shown on the Drawings, that may be required for temporary construction facilities or for storage of materials shall be provided by the Contractor with no liability to the Owner. The Contractor shall confine his apparatus and storage of materials and operation of his workmen to those areas described in the Drawings and Specifications and such additional areas which he may provide as approved by the Owner's representative and the Architect / Engineer.
- 3.09 PRIVATE PROPERTY - The Contractor shall not enter upon private property for any purpose without obtaining permission, and he shall be responsible for the preservation of all public property, trees, monuments, etc. along and adjacent to the street and/or right-of-way, and shall use every precaution necessary to prevent damage or injury thereto. He shall use suitable precautions to prevent damage to pipes, conduits, and other underground structures, and shall protect carefully from disturbance or damage all monuments and property marks until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed.
- 3.10 ASSIGNMENT OF CONTRACT - The Contractor shall be bound by Section 109 of the General Municipal Law relating to the assignment of Public Contracts. The following extracts are directed to the attention of bidders:
- A. "Prohibiting any contractor, to whom any contract shall be let, granted or awarded, as required by law, from assigning, transferring, conveying, subletting or otherwise disposing of the same, or of his right, title or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract."
  - B. "If any contractor, to whom any contract is let, granted or awarded, as required by law, by any officer, board or agency of a political subdivision, or of any district therein, shall without the previous written consent specified in subdivision one of this section, assign, transfer, convey, sublet or otherwise dispose of such contract, or his right, title or interest therein, or his power to execute such contract, to any other person or corporation, the officer, board or agency which let, made, granted or awarded such contract shall revoke and annul such contract, and the political subdivision or district therein, as the case maybe, and such officer, board or agency shall be relieved and discharged from any and all liability and obligations growing out of such contract to such contractor, and to the person or corporation to which such contract shall have been assigned, transferred, conveyed, sublet or otherwise disposed of, and such contractor, and his assignees, transferees or sub lessees shall forfeit and lose all moneys, theretofore earned under such contract, except so much as may be required to pay his employees. The provisions of this section shall not hinder, prevent or affect any assignment by any such contractor for the benefit of his creditors made pursuant to the laws of this state."
- 3.11 REMOVAL OF CONSTRUCTION EQUIPMENT, TOOLS AND SUPPLIES - At the termination of this Contract, before acceptance of the work by the Architect / Engineer , the Contractor shall remove all of his equipment, tools and supplies from the property of the Owner. Should the Contractor fail to remove such equipment, tools and supplies, the Owner shall have the right to remove them.
- 3.12 SUSPENSION OF WORK BY OWNER - The work or any portion thereof may be suspended at any time by the Owner provided that he give the Contractor five (5) days' written notice of suspension, which shall set forth the date on which work is to be resumed.
- 3.13 OWNER'S RIGHT TO CORRECT DEFICIENCIES - Upon failure of the Contractor to perform the work in accordance with the Contract Documents, including any requirements with respect to the Schedule of Completion, and after five (5) day's written notice to the Contractor and receipt of written approval from the Architect / Engineer, the Owner may, without prejudice to any other remedy he may have, correct such deficiencies.

**COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

- 3.14 OWNER'S RIGHT TO TERMINATE CONTRACT AND COMPLETE THE WORK - The Owner shall have the right to terminate the employment of the Contractor after giving ten (10) days' written notice of termination to the Contractor in the event of any default by the Contractor and upon receiving written notice from the Architect / Engineer certifying cause for such action. In the event of such termination, the Owner may take possession of the work and of all materials, tools and equipment thereon and may finish the work by whatever method and means he may select. It shall be considered a default by the Contractor whenever he shall:
- A. Declare bankruptcy, become insolvent, or assign his assets for the benefit of his creditors.
  - B. Disregard or violate important provisions of the Contract Documents or Architect / Engineer's Instructions, or fail to prosecute the work according to the agreed progress schedule, including extensions thereof.
  - C. Fail to provide a qualified superintendent, competent workmen or sub-contractors, or proper materials, or fail to make prompt payment therefore.
- 3.15 CONTRACTOR'S RIGHT TO SUSPEND WORK OR TERMINATE CONTRACT - The Contractor may suspend work or terminate Contract upon ten (10) days' written notice to the Owner and the Architect / Engineer, if an order of any court, or other public authority causes the work to be stopped or suspended for a period of ninety (90) days through no act or fault of the Contractor or his employees.
- 3.16 RIGHTS OF VARIOUS INTERESTS - Wherever work being done by the Owner's forces or by other contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Architect / Engineer to secure the completion of the various portions of the work in general harmony.
- 3.17 SEPARATE CONTRACTS - The Owner may let other contracts in connection with the work of the Contractor. The Contractor shall cooperate with other Contractors with regard to storage of materials and execution of their work. It shall be the Contractor's responsibility to inspect all work by other Contractors affecting their work and to report to the Architect / Engineer any irregularities which will not permit them to complete their work in a satisfactory manner. Their failure to notify the Architect / Engineer of such irregularities shall indicate the work of other Contractors has been satisfactorily completed to receive their work. The Contractor shall not be responsible for defects of which he could not have known, which develop in the work of others after the work is completed. It shall be the responsibility of the Contractor to measure the completed work in place and report to the Architect / Engineer immediately any difference between completed work by others and the Drawings.

It is the responsibility of each Prime Contractor under separate contracts associated with the same project to coordinate the activities of their respective subcontractors and the work between other prime contracts that affects their scope of work in a cooperative manner to prevent delays and/ or additional costs to the extent practical. It will be the responsibility of the Architect/ Engineer in conjunction with the Owner to evaluate delays and/or additional costs should they arise. Owner reserves the right to withhold payment per Section 7.05 as deemed necessary.

- 3.18 CONTRACTORS OWN WORKFORCE – The Contractor shall perform with their own workforce contract work amounting to not less that 25 percent of the original total contract price, except those items designated by the County as “Specialty Items” so performed shall be deducted from the original total contract price before computing the amount of work required to be performed by the Contractor with their own workforce.
- A. “Their own workforce” shall be construed to include only worker’s employed and paid directly by the Contractor and equipment owned or rented by the Contractor, with or without operators.



**COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

- 3.19 SUBCONTRACTS - Within 48 hours (not counting Saturdays, Sundays or holidays) after the time of bidding, the Contractor shall submit in writing to the Owner for approval by the Architect / Engineer the names of the sub-contractors proposed for the work. After such approval, sub-contractors may not be changed except at the request of, or with the approval of the Architect / Engineer. The Contractor is responsible to the Owner for the acts and omissions of his sub-contractors, and of their direct and indirect employees, to the same extent as he is responsible for the acts and omissions of his employees. The Contract Documents shall not be construed as creating any contractual relation between any sub-contractor and the Owner. The Contractor shall bind every sub-contractor by the terms of the Contract Documents.
- A. For convenience of reference and to facilitate the letting of Contracts and sub-contracts, the Specifications are separated into titled sections. Such separations shall not, however, operate to make the Architect / Engineer an arbiter to establish limits to the contracts between Contractor and sub-contractors.
- 3.20 WORK DURING AN EMERGENCY - The Contractor shall perform any work and shall furnish and install any materials and equipment necessary during an emergency endangering life or property. In all cases he shall notify the Architect / Engineer of the emergency as soon as practicable, but he shall not wait for instructions before proceeding to properly protect both life and property.
- 3.21 ORAL AGREEMENTS - No oral order, objection, claim or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the Contract Documents, and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than a definitely agreed waiver or modification thereof in writing, and no evidence shall be introduced in any proceeding of any other waiver or modification.

**SECTION 4 - MATERIALS AND WORKMANSHIP**

- 4.01 MATERIALS FURNISHED BY THE CONTRACTOR - All materials sold to the Owner and/or used in the work shall meet the requirements of the respective Specifications, and no material shall be used until it has been approved by the Architect / Engineer. All materials not otherwise specifically indicated shall be furnished by the Contractor.
- 4.02 MATERIALS FURNISHED BY THE OWNER - Materials specifically indicated shall be furnished by the Owner. The fact that the Owner is to furnish material is conclusive evidence of its acceptability for the purpose intended, and the Contractor may continue to use it until otherwise directed. If the Contractor discovers any defect in material furnished by the Owner, he shall notify the Architect / Engineer. Unless otherwise noted or specifically stated, materials furnished by the Owner, which are not of local occurrence, are considered to be f.o.b. the nearest railroad station. The Contractor shall be prepared to unload and properly protect all such material from damage or loss. The Contractor shall be responsible for material loss or damage after receipt of material at the point of delivery.
- 4.03 STORAGE OF MATERIALS - Materials shall be so stored as to insure the preservation of their quality and fitness for the work. When considered necessary, they shall be placed on wooden platforms or other hard, clean surfaces, and not on the ground, and/or they shall be placed under cover. Stored materials shall be located so as to facilitate prompt inspection. Request for payment of offsite storage shall be in accordance with Section 7.02.c.



**COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

- 4.04 CHARACTER OF WORKMEN - The Contractor shall at all times be responsible for the conduct and discipline of his employees and/or any sub-contractor or persons employed by sub-contractors. All workmen must have sufficient knowledge, skill, and experience to perform properly the work assigned to them. Any foreman or workman employed by the Contractor or sub-contractor who, in the opinion of the Architect / Engineer, does not perform his work in a skillful manner, or appears to be incompetent or to act in a disorderly or intemperate manner shall, at the written request of the Architect / Engineer, be discharged immediately and shall not be employed again in any portion of the work without the approval of the Architect / Engineer.
- 4.05 REJECTED WORK AND MATERIALS - All materials which do not conform to the requirements of the Contract Documents, are not equal to samples approved by the Architect / Engineer, or are in any way unsatisfactory or unsuited to the purposes for which they are intended, shall be rejected. Any defective work whether the result of poor workmanship, use of defective materials, damaged through carelessness or any other cause shall be removed within ten (10) days after written notice is given by the Architect / Engineer, and the work shall be re-executed by the Contractor. The fact that the Architect / Engineer may have previously overlooked such defective work shall not constitute an acceptance of any part of it.
- A. Should the Contractor fail to remove rejected work or materials within ten (10) days after written notice to do so, the Owner may remove them and may store the materials.
- B. Correction of Faulty Work after Final Payment shall be in accordance with Paragraph 7.18.
- 4.06 MANUFACTURER'S DIRECTIONS - Manufactured articles, material and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer unless herein specified to the contrary.
- 4.07 CUTTING AND PATCHING - The Contractor shall do all necessary cutting and patching of the work that may be required to properly receive the work of the various trades or as required by the Drawings and Specifications to complete the structure. He shall restore all such cut or patched work as directed by the Architect / Engineer. Cutting of existing structure that shall endanger the work, adjacent property, workmen or the public, shall not be done unless approved by the Architect / Engineer and under his direction.
- 4.08 CLEANING UP - The Contractor shall remove from the Owner's property, and from all public and private property, all temporary structures, rubbish and waste materials resulting from his operation or caused by his employees, and shall remove all surplus materials leaving the site smooth, clean and true to line and grade. If all materials described above related to a contractor's scope of work are not removed in a timely manner, the contractor will be issued a written notice of unsatisfactory demobilization / cleanup which shall be addressed within 24 hours. If satisfactory corrective action is not completed within 24 hours the County shall have the situation remedied as deemed necessary by the County and the contractor shall be responsible for the costs through a withhold of retention and/or invoice to the contractor equaling the cost to clean up the construction site.
- 4.09 GUARANTY PERIOD - The Contractor shall warrant all materials and equipment furnished and all work performed by him for a period of two (2) years, or for such longer period as may be specified in the Detailed Specifications, from the date of written acceptance of the work or "Notice of Substantial Completion". (Note: The warranty period, in regard to any facilities or portions thereof which are essentially completed and have been accepted for use and occupancy by the Owner shall commence with the date of the "Notice of Substantial Completion".)
- A. Correction of Faulty Work after Final Payment shall be as provided in Paragraph 7.18, except that where a period longer than two years is specified in the Detailed Specifications, such longer period shall apply.

**COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

- B. As a condition precedent to final payment, the Contractor shall execute a guaranty in the form provided by the Architect / Engineer warranting the work under his contract free from defects of materials and workmanship and agreeing to replace at his expense any materials or equipment found defective within the two years after final acceptance by the Owner, and to replace any other work found unsatisfactory because of settlement or displacement within such longer period as may be specified in the Detailed Specifications, and to do such replacing or corrective work at such times and in such manner as not to interfere with the Owner's use of the premises.

**SECTION 5 - INSURANCE, BONDS, SAFETY, ETC.**

5.01 INSURANCES REQUIRED - Insurance shall be procured by the successful bidder before commencing work, no later than seven (7) days after notice of an award and maintained without interruption for the duration of the contract, in the kinds and amounts specified below.

	<u>Each Occurrence</u>	<u>Aggregate</u>
A. Commercial General Liability Premises and Operations	\$1,000,000	\$2,000,000
▪ Products and Completed Operations	\$2,000,000	
▪ Independent Contractors	Not Excluded or Limited	
▪ Contractual	Not Excluded or Limited	
▪ Broad Form Property Damage	Not Excluded or Limited	
▪ X,C,U	Not Excluded or Limited	
B. Automobile Liability, including	\$1,000,000 CSL	
▪ Owner		
▪ Hired		
▪ Non-Owned		
C. Excess Umbrella Liability		\$5,000,000
D. Worker's Compensation	Statutory (IC-1, Section IX)	
E. New York Disability	Statutory (IC-1, Section IX)	
F. Builders' Risk-All Risk. The policy is required. The Prime Contractors shall procure and maintain Insurance against loss by fire, extended coverage, vandalism and malicious mischief upon all work in place and all materials and equipment stored on and off the building site. This insurance shall be in an amount equal to the full insurable value at all times and shall be for the benefit of the Owner and each Prime Contractor, as their interest might appear. The Policy must carry the County of Erie as the named insured.		

5.02 CERTIFICATES OF INSURANCE

- A. Shall be made to the "County of Erie"  
95 Franklin Street, Buffalo, New York, 14202.
- B. Coverage must comply with all requirements of "Instructions for County of Erie Standard Insurance Certificate" page IC-1 of this Project Manual.

**COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

- C. Executed by an insurance company and/or agency or broker which is licensed by the Insurance Department of the State of New York. If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.
- D. All policies in which the County of Erie is named as an additional insured shall provide that:
- E. "The insurance company or companies issuing the policies shall have no recourse against the County of Erie for payment of any premiums or for assessments under any form of policy."
- F. "The insurance shall apply separately to each insured (except with respect to the limit of liability)."
- G. During the term of this Agreement, the Contractor agrees to maintain insurance coverage consistent with the insurance requirements attached hereto. Contractor agrees to name the "County of Erie" as an additional insured on all such insurance policies, and to provide to the County Attorney certificate(s) of insurance evidencing such insurance coverage prior to the commencement of any work on the Project. All insurance certificates shall be subject to approval by the office of the County Attorney.

5.03 PERFORMANCE, LABOR AND MATERIAL PAYMENT BOND - The Contractor shall furnish, as required elsewhere in the General Conditions. A Performance, Labor and Material Payment Bond in a sum equal to the Contract amount, including change order values. The form of such bond shall be the Owner's Standard Performance, Labor and Material Payment Bond which is exhibited elsewhere in the Project Manual. The bond shall be written with a Surety Company licensed or otherwise authorized to do business in the State of New York.

The Performance Bond shall be submitted by the successor bidder no later than 7 days after notice of an award.

5.04 PATENTS AND ROYALTIES - If any design, device, material or process covered by letters, patent or copyright is used by the Contractor, he shall provide for such use by legal agreement with the Owner of the patent or a duly authorized licensee of such owner, and shall save harmless the Owner from any and all loss or expense on account thereof, including its use by the Owner.

5.05 PERMITS - All permits and licenses necessary for the prosecution of the work shall be secured by the Contractor as required and/or as directed by the Architect/ Engineer as described within the Project Documents.

The Contractor shall apply for and obtain a Building Permit from the Department of Public Works prior to the start of the work. The Contractor shall also submit proof of NYS Worker's Compensation and NYS Disability Benefit's Insurance on forms as prescribed by NYS. No work shall be started until the County has issued a valid Building Permit to the Contractor. Building in violation of a valid Building Permit is cause for the County to issue a Stop Work Order. The Contractor will not be required to submit stamped drawings as part of the application process. Building Permit Forms are included in Appendix B.

5.06 LAWS TO BE OBSERVED - The Contractor shall give all notices and comply with all Federal, State and Local Laws, Ordinances and Regulations in any manner affecting the conduct of the work, and all such order and decrees as exist, or may be enacted by bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the Owner against any claim or liability arising from or based on, the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

**COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

- 5.07 PROTECTION OF PROJECT AND PUBLIC - The Contractor shall provide adequate signs, barricades, flashing and/or red lights and take all necessary precautions for the safety of the public and the protection of the work against loss or damage. All barricades and obstructions shall be protected at night by signal lights which shall be kept burning or flashing from sunset to sunrise. Barricades shall be of substantial construction and shall be so painted or coated as to increase their visibility at night. Suitable warning signs shall be so placed and illuminated at night as to show in advance where construction, barricades or detours exist. The Contractor shall inform himself as to conditions likely to be applicable to the site and shall, in any case, provide such watchmen, guards, watchdogs or other services as appear necessary to protect the work and workmen from damage or injury from vandalism, malicious mischief or other hazard.
- 5.08 TRAFFIC SAFETY AND CONVENIENCE - The Contractor shall at all times so conduct his work as to insure the least possible obstruction to traffic and to minimize inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property in a manner satisfactory to the Architect/Engineer. No road or street shall be closed to the public except with the permission of the Architect/Engineer and proper governmental authority. Fire hydrants on or adjacent to the work shall be kept accessible to firefighting equipment at all times. Temporary provisions shall be made by the Contractor to insure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches and irrigation ditches, which shall not be obstructed except as approved by the Architect/Engineer under conditions assuring satisfactory detour and/or by-pass facilities.
- 5.09 CROSSING UTILITIES - When new construction crosses highways, railroads, streets or utilities under the jurisdiction of State, County, City or other public agency, public utility or private entity, the Contractor shall secure written permission from the proper authority before executing such new construction. A copy of this written permission must be filed with the Owner before any work is done. The Contractor will be required to furnish a release from the proper authority before final acceptance of the work.
- 5.10 SANITARY PROVISIONS - The Contractor shall provide and maintain such sanitary accommodations for the use of his employees and those of his subcontractors as may be necessary to comply with the requirements and regulations of the local and State departments of health and as directed by the Architect/Engineer.

**SECTION 6 - PROGRESS AND COMPLETION OF WORK**

- 6.01 NOTICE TO PROCEED - Following authorization of the Contract by the Owner, written Notice to Proceed with the work shall be given to the Contractor. The Contractor shall begin and shall prosecute the work regularly and uninterruptedly thereafter (unless otherwise directed in writing by the Owner) with such labor force as to secure the completion of the work within the time stated in the Proposal.
- 6.02 LAYING OUT WORK
- A. The Contractor shall, immediately upon entering the project site for the purpose of beginning work, locate all general reference points and take such action as is necessary to prevent their destruction. He shall lay out his own work and be responsible for all lines, elevations and measurements of structures, grading, paving, utilities and other work executed by him under the Contract. He must exercise proper precaution to verify figures shown on drawings before laying out work and will be held responsible for any error resulting from his failure to exercise such precaution.
- B. The Contractor shall be responsible for correlation of all work.
- 6.03 METHODS OF MATERIALS
- A. If alternate methods or materials from those specified are accepted and approved by the Owner, the Contractor shall be responsible for the equivalent operation and performance, and the proper installation in the space designated of the substituted material or system.

**COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

B. When job conditions require reasonable changes in indicated locations and arrangements, such changes shall be made without extra cost to the Owner.

6.04 CONTRACT TIME - The Contractor shall complete, in an acceptable manner, all of the work contracted for in the time stated in the Agreement, commencing with the date of Notice to Proceed.

6.05 PROGRESS SCHEDULE

A. The Contractor shall prepare a progress schedule to indicate the proposed progress of work. The progress schedule shall be in the form of a bar graph or other approved method.

B. The progress schedule shall be submitted to the Owner for application of work sequencing approval within fourteen (14) days of Notice to Proceed.

6.06 CHANGES IN THE WORK - The Owner may, as the need arises, order changes in the work through additions, deletions, or modifications without invalidating the Contract. Compensation and time of completion affected by the change shall be adjusted at the time of ordering such change, and shall be specified in a written Change Order approved by the Owner on recommendation by the Architect / Engineer.

6.07 EXTRA WORK - New and unforeseen items of work found to be necessary and which cannot be covered by any item or combination of items for which there is a Contract price shall be classed as Extra Work. The Contractor shall do such Extra Work and furnish such materials as may be required for the proper completion or construction of the whole work contemplated upon written Change Order by the Owner on recommendation by the Architect / Engineer. Materials to be incorporated into the project shall be sold to the Owner separately and apart from the furnishing of work, labor and other items required for the construction of the project in the same manner and with the same effect as if specified in the Bid Documents. In the absence of such written order, no claim for Extra Work shall be considered. Extra Work shall be performed in accordance with these Specifications where applicable and work not covered by the Specifications or special provisions shall be done in accordance with the best practice as approved by the Architect / Engineer. Extra Work required in an emergency to protect life and property shall be performed by the Contractor as required.

6.08 EXTENSION OF CONTRACT TIME - A delay beyond the Contractor's control occasioned by an Act of God, or act or omission on the part of the Owner by strikes, lockouts, fire, etc. may entitle the Contractor to an extension of time in which to complete the work as determined by the Architect / Engineer, provided, however, that the Contractor shall immediately give written notice to the Architect / Engineer of the cause of such delay. If an extension of time is granted, the approved Progress Schedule shall be updated and a change order issued covering the extension of time. The Contractor's signature on the change order shall signify the Contractor's acceptance of the updated Progress Schedule.

6.09 USE OF COMPLETED PORTIONS - The Owner shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding that the time for completing the entire work or such portions may not have expired; but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the completion of uncompleted work or causes refinishing of completed work, the Contractor shall be entitled to such extra compensation, or extension of time or both, as the Owner and Contractor may agree.

6.10 EXISTING UTILITIES - The operation of existing active utilities, including gas, water, sewer, electric and telephone lines, shall not be disturbed except as required to connect new utilities thereto.

6.11 SITE CONDITIONS - The Contractor shall maintain the site so as to avoid unhealthful, hazardous and noisome conditions. He shall maintain excavations free of the accumulation of excess water.

- 6.12 PREVENTION OF DELAY - The Contractor agrees that there will be no interruption in the performance of the work under this agreement due to labor strife or unrest. The Contractor and his subcontractors will not employ on the work, any labor, materials or means whose employment or utilization during the course of this contract may tend to or in any way cause or result in strikes, work stoppages, delays, suspension of work or similar troubles by workmen employed by the Contractor or his subcontractors or by any of the trades working in or about the buildings and premises where work is being performed under this contract, or by other contractors or their subcontractors pursuant to other contracts, or on any other building or premises owned or operated by the County of Erie. Any violation by the Contractor of this requirement will be considered proper and sufficient cause for the County, through the Department of Public Works – Office of the Commissioner to consider such interruption a breach of the agreement and to cancel the contract without any penalty to the County, and to recover any damages from the Contractor that may have been caused by labor strife and unrest.

## **SECTION 7 - MEASUREMENT AND PAYMENT**

- 7.01 DETAILED BREAKDOWN OF CONTRACT AMOUNT - Except in cases where unit prices form the basis for payment under the Contract, the Contractor shall within ten (10) days of receipt of Notice to Proceed submit a complete breakdown of the Contract Amount showing the value assigned to the materials sold to the Owner for, and separately, the labor and other costs assigned to each part of the work, including any allowances as part of the base bid. Upon approval of the breakdown of the Contract Amount by the Architect / Engineer, it shall be used as the basis for all Requests for Payment.

Allowances and any future approved change orders shall be shown on the request for payment worksheets as separate line items. Request for payment worksheet can be found in specification Section 011500 – Application For Payment.

### 7.02 REQUESTS FOR PAYMENT

- A. The Contractor may submit periodically, but not more than once a month, a Request for Payment for work done. The Contractor shall furnish the Architect / Engineer all reasonable facilities required for obtaining the necessary information relative to the progress and execution of the work. Each Request for Payment shall be computed on all items listed in the Detailed Breakdown of Contract Amount, less 5% to be retained until substantial completion and acceptance of the work and less previous payments. See Specification Section 011500 'Application for Payment' for additional information
- B. Upon the issuance of a letter of substantial completion by the Owner, the Contractor shall prepare a detailed listing of all items of work or corrections yet to be performed on the project with monetary value assigned to each. He shall forward said list to the Architect/Engineer and the Owner, who may modify such list at their discretion. The Owner reserves the sole right to reduce the retention previously withheld to any amount equal to two times the value of the outstanding work items and corrections yet to be performed with monetary values assigned to each as determined by the Owner, and an amount necessary to satisfy any claims, liens, or judgments against the Contractor which have not been suitably discharged. As the remaining items of work are satisfactorily completed or corrected, the Owner shall promptly pay, upon receipt of a requisition, for these items less amount necessary to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged. Where unit prices are specified, the Request for Payment shall be based on the quantities expended.
- C. For purposes of monitoring the payment progress, the Contractor shall submit a detailed breakdown on a proper County form indicating items of work and separately listing labor and material cost for each item.

**COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

- D. The Owner will make payments for stored materials at off-site locations provided said materials are suitably stored (a) in public warehouses, or (b) at the contractor's place of business or other location approved by the Owner, in which case the materials shall be segregated and have affixed to them in prominent locations placards stating "this material is the property of the County of Erie". All materials to be considered for payment shall be stored within a 100 mile radius of the County of Erie. The materials shall be completely covered by insurance. The required insurance shall be an all-risk policy, in an amount equal to the full insurable value at all times and shall be for the benefit of the County of Erie (named insured). In addition to the necessary insurance, a notarized affidavit shall be provided at the time of request for payment, indicating the location of the stored material. The Owner shall have the right of access to inspect the material at any time during normal working hours. All other appropriate insurance requirements and procedures as stipulated in Section 5 of the Erie County General Conditions shall apply.

7.03 ARCHITECT / ENGINEER'S ACTION ON A REQUEST FOR PAYMENT - Within ten (10) days of submission of any Request for Payment by the Contractor, the Architect / Engineer shall:

- A. Approve the Request for Payment as submitted; or
- B. Approve such other amount as he shall decide is due the Contractor, informing the Contractor in writing for his reasons for approving the amended amount; or
- C. Withhold the Request for Payment, informing the Contractor in writing of his reasons for withholding it.

7.04 OWNER'S ACTION ON AN APPROVED REQUEST FOR PAYMENT - Within forty-five days (45) from the date of approval of a Request for Payment by the Architect / Engineer, the Owner shall:

- A. Pay the Request for Payment as approved, or
- B. Pay such other amount in accordance with Paragraph 7.05 as he shall decide is due the Contractor, informing the Contractor and the Architect / Engineer in writing of his reasons for paying the amended amount; or
- C. Withhold payment in accordance with paragraph 7.05, informing the Contractor and the Architect / Engineer of his reasons for withholding payment.

7.05 OWNER'S RIGHT TO WITHHOLD PAYMENT OF AN APPROVED REQUEST FOR PAYMENT - The Owner may withhold payment in whole or in part on an approved Request for Payment to the extent necessary to protect himself from loss on account of any of the following causes discovered subsequent to approval of a Request for Payment by the Architect / Engineer :

- A. Defective work.
- B. Evidence indicating the probable filing of claims by other parties against the Contractor.
- C. Failure of the Contractor to make payments to sub-contractors, material suppliers and suppliers of labor.
- D. Damage to another contractor.

**COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

- E. Lack of progress of work for by a contractor that affects the progress of work of other contractors under a separate contract related to the same project. The County reserves the right to withhold payment until work has progressed to a satisfactory manner and/or to compensate other contractors under separate contracts related to any project delays. This would include but not be limited to; labor, materials and equipment associated with any necessary rework, compensation for extended completion of work duration, extended schedule of work, mobilization/ remobilization of other prime contractors.

The above does not include unforeseen work and/or unforeseen conditions that add time and/or costs to the project that is unavoidable by contractors.

7.06 RESPONSIBILITY OF THE CONTRACTOR - Unless specifically noted otherwise, the Contractor shall furnish and pay for all materials and services and perform all the work described by the Contract Documents, or shall have all materials and services furnished and all the work, performed at his expense. It shall also be the Contractor's responsibility to pay for:

- A. Replacement of survey benchmarks, reference points and stakes provided by the Owner under Paragraph 2.15.
- B. Lands by Contractor provided in accordance with Paragraph 3.08.
- C. Insurance obtained in accordance with Paragraph 5.01.
- D. Fire Insurance obtained in accordance with Paragraph 5.01.
- E. Performance Labor and Material Payment Bond obtained in accordance with Paragraph 5.04.
- F. Royalties required under Paragraph 5.05.
- G. Permits and Licenses required of the Contractor and all subcontractors.
- H. All applicable taxes and fees, including sales and compensating use taxes except sales and compensating use taxes of the State of New York and of cities and counties of the State, on all materials sold to the Owner under this Contract.

7.07 PAYMENT FOR UNCORRECTED WORK - Should the Architect / Engineer direct the Contractor not to correct work that has been damaged or that was not performed in accordance with the Contract Documents, an equitable deduction from the Contract Amount shall be made to compensate the Owner for the uncorrected work.

7.08 PAYMENT FOR REJECTED WORK AND MATERIALS - The removal of work and materials rejected under Paragraph 4.05 and the re-execution of acceptable work by the Contractor shall be at the expense of the Contractor, and he shall pay the cost of the replacement of work of other contractors destroyed or damaged by the removal of the rejected work or materials and the subsequent replacement of acceptable work.

- A. Removal of rejected work or materials and storage of materials by the Owner in accordance with Paragraph 4.05 shall be paid by the Contractor within thirty (30) days after written notice to pay is given by the Owner. If the Contractor does not pay the expenses of such removal and after ten (10) days' written notice being given by the Owner of his intent to sell the materials, the Owner may sell the materials at auction or at private sale and shall pay to the Contractor the net proceeds there from after deducting all the costs and expenses that should have been borne by the Contractor.



**COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

- 7.09 PAYMENT FOR EXTRA OR OMITTED WORK - The Contractor after receiving instructions to submit a proposal for Extra Work or for the Omission of Work shall within ten (10) days, except in an emergency endangering life and/or property, furnish the Architect / Engineer with a Change Order Proposal for transmittal to the Owner. The Contractor shall also submit to the Architect / Engineer an itemized sheet or sheets showing the labor, and separately, the materials to be sold to the Owner involved in the Change Order, together with (1) a maximum mark-up for overhead and profit of 15% on the sum of the aforementioned where the work is to be performed solely by the Contractor, or (2) a maximum mark-up for overhead and profit of 10% by a sub-contractor where the work is to be performed by the sub-contractor with a 5% maximum mark-up by the contractor on the total sub-contractor cost proposal. The Architect / Engineer shall promptly review the change order proposal and forward it to the Owner, together with his recommendations. The addition to or deduction from the contract amount shall be a sum for the materials sold to the Owner and a separate sum for labor and other costs, based on the Contractor's proposal, approved by the Architect / Engineer and accepted by the Owner.

The County is due a credit or a reduction in the total contract amount for omitted work that was originally included in the scope of work; whether it was included in the base bid or by an increase contract amendment (change order). The work previously agreed upon that is not performed by the contractor will result in a decrease contract amendment (credit change order) at a negotiated price between the design consultant (if applicable), The County and contractor.

If the decrease contract amendment is in relation to a previously approved change order, the Overhead and Profit percentages as described above will still apply to the portion of said change order that is being credited. If the credit change order is related to work removed from the original base scope of work associated with the Project at the direction of the Owner, a reasonable Overhead and Profit (O&P) percentage is to be included as part of the change order. It is understood that the Contractor submits bid proposal price at their discretion and therefore the O&P percentage will be proposed by the Contractor and negotiated or approved by the Owner and/or Architect/ Engineer.

- 7.10 PAYMENT FOR WORK SUSPENDED BY THE OWNER - If the work or any part thereof shall be suspended by the Owner, the Contractor will then be entitled to payment for the cost of all work done on the portions so abandoned, but such payment shall not exceed the value of such portion of the work as established under Paragraph 7.01.
- 7.11 PAYMENT FOR WORK BY THE OWNER - The cost of the work performed by the Owner in removing construction equipment, tools and supplies in accordance with Paragraph 3.11 and in correcting deficiencies in accordance with Paragraph 3.13 shall be paid by the Contractor.
- 7.12 PAYMENT FOR WORK BY THE OWNER FOLLOWING HIS TERMINATION OF THE CONTRACT - Upon termination of the Contract by the Owner in accordance with Paragraph 3.14, no further payments shall be due the Contractor until the work is completed. If the unpaid balance of the Contract Amount shall exceed the cost of completing the work, including all overhead cost, the excess shall be paid to the Contractor. If the cost of completing the work shall exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The cost incurred by the Owner, as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Owner, and approved by the Architect / Engineer.
- 7.13 PAYMENT FOR WORK TERMINATED- Upon suspension of the work or termination of the Contract by the Owner, the Contractor shall recover payment from the Owner for the work performed as negotiated with the owner. See Section 7.09 above for additional information.
- 7.14 PAYMENT FOR SAMPLES AND TESTING OF MATERIALS - Samples furnished in accordance with Paragraph 2.11 shall be furnished by the Contractor at his expense.
- A. Testing of samples and materials furnished in accordance with Paragraph 2.11 shall be arranged and paid for by the Owner unless otherwise specified in the detailed specifications.

**COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

- 7.15 RELEASE OF LIENS - The Contractor shall deliver to the Owner a complete release of all liens arising out of this Contract before the retained percentage or before the final Request for Payment is paid.
- 7.16 ACCEPTANCE AND FINAL PAYMENT - When the Contractor shall have completed the work in accordance with the terms of the Contract Documents, the Architect / Engineer shall certify his acceptance to the Owner and his approval of the Contractor's final Request for Payment, which shall be the Contract Amount plus all approved additions less all approved deductions and less previous payments made. The Contractor shall furnish evidence that he has fully paid all debts for labor, materials, and equipment incurred in connection with the work, following which the Owner shall accept the work and release the Contractor except as to the conditions of the Performance Bond, any legal rights of the Owner, required guarantees, and Correction of Faulty Work after Final Payment, and shall authorize payment of the Contractor's final Request for Payment. The Contractor must allow sufficient time between the time of completion of the work and approval of the final Request for Payment for the Architect / Engineer to assemble and check the necessary data.
- 7.17 TERMINATION OF CONTRACTOR'S RESPONSIBILITY - The Contract will be considered complete when all work has been finished, the final inspection made by the Architect / Engineer, and the project accepted in writing by the Owner. The Contractor's responsibility shall then cease, except as set forth in his Performance Bond, as required by the Guaranty Period in accordance with Paragraph 4.09, and as provided in Paragraph 7.18.
- 7.18 CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT - The approval of the final Request for Payment by the Architect / Engineer and the making of the final payment by the Owner to the Contractor shall not relieve the Contractor of responsibility for faulty materials or workmanship. The Owner shall promptly give notice of faulty materials or workmanship and the Contractor shall promptly replace any such defects discovered within two years from the date of written acceptance of the work, or within such longer period as may be incorporated in the Detailed Specification Requirements. The Architect / Engineer shall decide all questions arising under this paragraph.

**SECTION 8 - WAGES AND LABOR CONDITIONS**

- 8.01 WORKING HOURS - No laborer, workman or mechanic in the employ of the Contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by this contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.
- 8.02 WAGE RATES AND SUPPLEMENTS - Each laborer, workman or mechanic, employed by the Contractor, subcontractor or other person about or upon such public work, shall be paid not less than the prevailing rates of wages and shall be provided supplements not less than the prevailing supplements, as determined by the Industrial Commissioner of the State of New York (see "Information for Bidders").
- 8.03 DISCRIMINATION
- A. In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no Contractor, subcontractor nor any person acting on behalf of such Contractor or subcontractor, shall by reason of race, creed, color or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;
  - B. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color or national origin;

**COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

- C. There may be deducted from the amount payable to the Contractor by the County of Erie under this contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract;
- D. This contract may be cancelled or terminated by the County of Erie and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract; and
- E. The aforesaid provisions of this section covering every contract for or on behalf of the County of Erie for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.
- F. General Regulation No. 1 as issued by the State Commission Against Discrimination states: "It is hereby agreed by and between the parties hereto that every contractor and subcontractor engaged in the public work described in this contract shall post and maintain at each of his establishments and at all places at which the public work described hereunder is being conducted, the Notice of the State Commission Against Discrimination indicating the substantive provision of the Law Against Discrimination, where complaints may be filed, and other pertinent information. Such Notice shall be posted in easily accessible and well lighted places customarily frequented by employees and applicants for employment."
- G. Provision of the State Law Against Discrimination also prohibits discrimination in employment because of age.

8.04 EQUAL EMPLOYMENT OPPORTUNITY

In the performance of work under Erie County Contracts or any subcontract, no Contractor, subcontractor, nor any person acting on behalf of such Contractor, or subcontractor, in their employment practices, shall by reason of race, color, national origin, sex, age, religion, marital status, or disability discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates. Reference Title VI of the Civil Rights Act of 1964 (42 USC 200d).

Executive Order 11245, 30 Federal Regulation 12319 (1965) (Equal Opportunity Clause)

During the performance of Erie County contracts, the Contractor agrees:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, national origin, sex, age, religion, marital status, or disability. The Contractor will take affirmative action to ensure the applicants are employed and employees are treated during employment, without regard to their race, color, national origin, sex, age, religion, marital status, or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- B. The Contractor agrees to appoint an Equal Employment Opportunity (EEO) officer whose function will be to assure that said Contractor participates fully and effectively in the County of Erie Affirmative Action Program in compliance with the requirements of the County of Erie Contract.
- C. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the EEO officer setting forth the provisions of this non-discrimination clause.

**COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

- D. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, national origin, sex, age, religion, marital status, or disability.
- E. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the organization EEO officer, advising the labor union or workers' representative of the Contractor's commitment under Executive Order No. 11246 on September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- F. The Contractor will file, by the fifteenth day of each month with the EEO office and the Contracting Agency, a monthly manpower utilization report of his work force on the Erie County project for the preceding month, broken down by racial groups, craft status, and job classification and including (a) the number of minority workers he has secured and (b) the type of On-the-Job Training he has provided on the Erie County project, the classification of said minority participants (apprentices, journeymen, and trainees), the specific crafts in which they have received training, and the number of hours they have worked.
- G. The Monthly Manpower Utilization Report shall be attached to every Request for Payment Application. Payment Requests will not be reviewed unless the manpower utilization report is attached.
- H. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 and all relevant rules, regulations, and orders of an Erie County Contract and the Erie County Affirmative Action Program.
- I. In the event of the Contractor's non-compliance with the nondiscrimination clauses of an Erie County Contract or with any such rules, regulations, or orders that contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Erie County contracts in accordance with the procedures authorized in Executive Order No. 11246 or as otherwise provided by law.
- J. The Contractor will include the provisions of paragraphs a. through i. in every subcontract or purchase order unless specifically exempted by the rules, regulations, or orders, of an Erie County contractual agreement, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the Contracting Agency may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation with any subcontractor or vendor as a result of such direction by the Contracting Agency, the Contractor may request the County of Erie to enter into such litigations to protect the interests of the County of Erie.

8.05 MONITORING

- A. The EEO Office has the responsibility of administering the Monitoring Program for the County of Erie and its Affirmative Action Program. During the monitoring of an organization, the EEO Office shall receive the full cooperation of the Contracting Agency in dealing with organizations needing remedial actions.
- B. The objective of the County of Erie's Monitoring Program is a systematic review, by the EEO Office, of the Contractor's performance in meeting the goals of minority utilization at each level of his work force. There will be two basic results from the County of Erie's monitoring process:

**COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

- C. Acceptable achievement or progress, according to the program for construction contracts on County of Erie projects, toward the County of Erie's goal of 13.2% minority manpower utilization, and in addition, the County of Erie's goal for the utilization of women in the area of construction shall be in accordance with the U.S. Department of Labor's goal of 6.9%.
  - 1. Insufficient progress toward goals according to the program; if an organization is found to be unwilling to correct deficiencies after a recommended non-compliance investigation, the County of Erie may:
    - a. Summon the Contractor to a hearing
    - b. Withhold progress payments in part or in full
    - c. Cancel the Contract
    - d. Bar the award of future contracts until the Contractor can demonstrate that he will comply
- D. The County of Erie's Monitoring Program will consist of both Off-Site and On-site monitoring.
- E. Off-Site monitoring program shall consist of Monthly Employment Utilization reports submitted via LCPtracker. Due to the regular turnover of the work force of a construction Contractor and because of Federal Compliance reporting requirements, all Contractors and subcontractors must submit these monthly reports to the Erie County EEO Office and the Contracting Agency. These reports will state an employee's EEO identification trade, classification, hours worked, and the percentage of completion for each County of Erie project for each reporting month.
- F. On-Site monitoring, for the purpose of verifying these monthly reports, will be dependent on but not limited to:
  - 1. The compliance status of each Contractor for each County of Erie construction project.
  - 2. Length of the contract, subcontract, or grant and its percentage of completion.
  - 3. Size of the labor force of the organization.
  - 4. Degree of employment opportunity the County of Erie contract, subcontract, or grant will offer to minority workers.
  - 5. Past record of affirmative action achievement of the organization.
  - 6. Past record of affirmative action compliance performance under the EEO Office.
- G. The EEO Office will have an ongoing Master File, dealing with each Contractor or subcontractor for each County of Erie construction project participated in for reference of the past performance of each Contractor.
- H. In the event any deficiencies are found during an Off-Site or On-Site analysis, organization officials shall receive a summary of these deficiencies and the audits made for each reporting month. Any violations found will be fully explained and discussed with the Contractor or subcontractor. During discussions with the EEO Office and the Contracting Agency, alternative solutions to particular problems will be explored. At this time, attempts will be made to obtain the Contractor's agreement to take action by specified dates and a duplicate copy of the agreement will be sent to the Contractor or subcontractor.

**COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

8.06 COUNTY OF ERIE MINORITY AND WOMEN'S BUSINESS ENTERPRISE COMMITMENT  
Minority/Women's Business & Service-Disabled Veteran Owned Business Utilization Commitment:

- A. Erie County's Minority and Women's Business Utilization Local Law. No. 6, 1987 requires all prime contractors awarded construction contracts let by the County of Erie to exemplify Affirmative Action and subcontract to minority and women's business enterprises MBE/WBE.
1. For the purpose of these regulations, the term "Minority Business Enterprise" refers to a business at least fifty-one percent (51%) of which is owned and controlled by minority group members. Minority group members are citizens of the United States who are Blacks, Hispanics, Asian Americans, American Indians, Eskimos and Aleuts. MBE's must be certified by the Erie County and/or the Erie County City of Buffalo Joint Certification Committee.
  2. For the purpose of these regulations the term "Women's Business Enterprise" refers to a business at least fifty-one percent (51%) of which is owned and controlled by women. WBE's must be certified by Erie County and/or the Erie County/City of Buffalo Joint Certification Committee.
  3. For the purpose of these regulations, the term "Service-Disabled Veteran Owned Business" (SDVOB) refers to a business that is a certified service-disabled veteran-owned business under the New York State Service-Disabled Veteran-Owned Business Act.
  4. Be it further understood that in order for a Minority and/or Women's Business to be certified as such by Erie County and/or the Erie County City of Buffalo Joint Certification Committee and the proposed business is incorporated, that the MBE/WBE must own and control 51% of the stock authorized to be issued by the corporation. Such authorization is made in the Certificate of Incorporation.
  5. The County of Erie has determined that a goal of six percent (6%) of the total contract value represents a fair share of SDVOB utilization, ten percent (10%) of the total contract value represents a fair share of minority business utilization and two percent (2%) of the total contract value represents a fair share of women's business utilization on each construction contract awarded.
  6. This local law requires that positive efforts be made by recipients of Erie County construction contracts to utilize service-disabled veteran owned business as well as minority and women owned business sources for supplies, services and professional services, allowing these sources the maximum feasible opportunity to compete for contracts, subcontracts and third-tier contracts to be performed.
  7. All prime contractors awarded Erie County contracts estimated to exceed \$100,000 are to take positive steps "to afford fair opportunities to SDVOB, MBE's and WBE's". Positive steps shall include but not be limited to:
    - a. Utilizing a source list of bona fide service-disabled veteran owned business, minority and women's business enterprises.
    - b. Solicitations of bids from SDVOB's, MBE's and WBE's particularly of those located in Erie, Niagara, Cattaraugus and Chautauqua Counties.
    - c. Giving service-disabled, minority and women firms' sufficient time to submit proposals in response to solicitations.

**COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

- d. Maintaining records showing minority and women's business enterprises and specific efforts to identify and award contracts to these companies.
  - e. Each contractor bidding on a County of Erie Contract is to contact **SDVOB's**, MBE's and WBE's and solicit bids for various aspects of each project. The contractor is to supply the County MBE/WBE office with information regarding contracts for services and products with minority and women's business enterprises and the dollar amount of each contract on the Minority Business Utilization Report.
8. Where the **SDVOB**, MBE or WBE is a supplier, a credit of one hundred percent (100%) of the dollar value of the subcontract between the **SDVOB**, MBE or WBE and the Contractor shall be awarded toward the fulfillment of the appropriate goal.
  9. For purposes of this Section, a **SDVOB**, MBE or a WBE will be considered a supplier when it:
    - a. Assumes actual and contractual responsibility to furnish supplies and/or materials and is the manufacturer of those supplies and/or materials; or
    - b. Is recognized by the manufacturer involved as a distributor of its supplies and/or materials; and
    - c. Owns or leases a warehouse, yard, building or other facility which is necessary and customary to carry out the purported function of the business; and
    - d. Distributes, delivers and services the supplies and/or materials with its' own staff.
  10. Where an **SDVOB**, MBE or WBE performs a sales function, which is customarily performed as a distinct and necessary part of the supply process, a credit of twenty-five percent (25%) of the dollar value of the subcontract between the MBE or WBE, the Contractor will be awarded toward the fulfillment of the appropriate goal.
  11. Where the **SDVOB**, MBE or WBE performs a function or service which is commercially unnecessary, such as acting as a passive conduit in the supply process of duplicating a service provided by others in the same chain of supply from manufacturer to purchaser, no credit will be granted toward the appropriate goal.
  12. The qualifications set forth in subsections, above of this Action shall be certified by the Erie County Equal Employment Opportunity Office.
  13. All bidders shall submit a properly executed **SDVOB**/Minority/Women Business Enterprise Utilization Report Part A with their bid proposal at the time of bid.
  14. In the event of a joint venture participating in this **SDVOB and/or** MBE/WBE Program, the Joint Venture Disclosure Affidavit must be submitted with the Minority/Women Business Enterprise Utilization - Prime Contractor Affidavit. Only to the extent that a minority and/or women's business enterprise contributes to and is paid for its participation in a Joint Venture will that dollar amount be credited towards the 10% and/or 2% respectively goal of minority/women's participation in the County of Erie MBE/WBE Program.
  15. **SDVOB's**, MBE's and WBE's must be certified before their participation may be credited toward the respective **6%**, 10% and 2% goal. Where the proposed MBE and/or WBE are not certified by Erie County or the Erie County/City of Buffalo Joint Certification Committee, the appropriate Certification Disclosure Affidavit must be filed with the appropriate Erie County/City of Buffalo Department. Forms and lists of certified MBE's/WBE's may be obtained by calling 858-7542.

**COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

16. Should a bidder conclude that they would be unable to satisfy the SDVOB and/ or the MBE/WBE goal, the bidder shall submit a properly executed applicable Waiver Request Form with their bid proposal. Waivers shall be granted only where the availability of SDVOB's, MBE's and/or WBE's in the market area of the project is less than the respective 6%, 10% and 2% goals.
17. Sufficient information must be provided on the SDVOB, Minority and/or Women's Business Enterprise Utilization Waiver Request to ascertain whether a waiver should be approved, conditionally approved or rejected by the Department of Public Works on the advice of the EEO Office.
18. A waiver approval limits the contractor's obligation to solicit SDVOB's, MBE's and/or WBE's for a particular project only. It does not relieve the contractor of MBE/WBE utilization for any other County of Erie project on which he submits a bid.
19. Conditional approval of the waiver request makes it necessary for the contractor to continue soliciting SDVOB's, MBE's and/or WBE's for contracting purposes, after he has been declared the low bidder.
20. A MBE/WBE Utilization Waiver Request will be rejected if the contractor:
  - a. Fails to provide information on the SDVOB, Minority and/or Women's Business Enterprise Utilization Report at the time of the Bid opening.
  - b. Provides fraudulent information on the SDVOB or MBE/WBE reports.
  - c. Fails to make an honest good faith effort to recruit a contractor with SDVOB or MBE's/WBE's.  
or
  - d. Takes any other action which is contrary to the spirit and intent of the law.
21. The information provided on the SDVOB/MBE/WBE Waiver Request and the SDVOB/MBE/WBE Utilization Report will be considered concurrently to determine if a waiver should be approved, conditionally approved or rejected.
22. The successful low bidder shall submit to the Erie County SDVOB/MBE/WBE Office within 15 business days of the bid opening, a schedule for service-disabled veteran owned business and minority/women's business enterprise participation as applicable, listing the business enterprise with whom the contractor intends to subcontract, specifying the agreed price to be paid for such work, and identifying in detail the contract item(s) or parts to be performed by each business enterprise.
23. A letter of intent to enter into a subcontract or purchase agreement, contingent upon contract award, indicating the agreed upon price and scope of work, shall be provided, signed by both the contractor and the SDVOB/MBE/WBE business enterprise. The prime contractor shall not substitute or delete the listed service-disabled veteran owned business minority and/or women's business enterprise without the written consent of Erie County.



**COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

24. In the event that the **SDVOB**/MBE/WBE goal for the contract is not met, the contractor shall provide sufficient documentation to establish that every positive effort was made to identify, solicit and negotiate with **SDVOB**, MBE's and WBE's in pursuit of the goal. Such documentation includes, but is not limited to advertisement in minority-focus media, written contact with minority contractors' associations and community groups and copies of direct solicitation of individual minority businesses indicating sufficient time to prepare quotations. Where an **SDVOB**/MBE/WBE is rejected due to price, the contractor shall provide documentation of the successful bidder's price along with evidence showing the work to be performed in the same, and not a reduced portion thereof.

**COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

25. The contractor shall provide to the Erie County **EEO** Office copies of all subcontracts and/or purchase agreements with minority/women's business enterprise within 15 days of contract award. A Notice to Proceed with construction shall not be issued until acceptable documentation is received.
26. Upon completion of the work, the contractor shall provide a properly executed **SDVOB**/Minority/Women Business Enterprise Utilization Report – Part A-Part D, certifying the total dollar amounts expended to the MBE's & WBE's subcontracted with. This report and all cancelled checks necessary to verify certification are to be submitted to the Erie County **EEO** Office, prior to final payment request.
27. In the event a contractor fails to comply with these provisions, Erie County may:
  - a. Summon the contractor to a hearing.
  - b. Withhold progress payments in part or in full.
  - c. Cancel the contract.
  - d. Bar award of future contracts until the contractor can demonstrate that he will comply.
28. It is, hereby, the County of Erie's commitment to assure that on all contracts awarded, prime contractors expend a fair share of the contract with bona fide Minority and Women Owned business enterprises in accordance with the goals set forth in the Minority Business Utilization Local Law, No. 1, 1987.
29. It is, hereby, the County of Erie's commitment to assure that on all contracts awarded, prime contractors expend a fair share of the contract with bona fide Service-Disabled Veteran Owned Business enterprises in accordance with the goals set forth in the fide Service-Disabled Veteran Owned Business Utilization Local Law, No. 3, 2023.
30. Failure to comply with the provisions of the law shall constitute a break of contract subject to all remedies available to Erie County.
31. The Prime Contractor and all **Service-Disabled Veteran Owned Business**, Minority and Women Owned Business subcontractors are bound by all requirements as put forth in the County of Erie Standard General Conditions and all modifications thereto contained in these Contract Specifications.

8.07 COUNTY OF ERIE EXECUTIVE ORDER #13 "PAY EQUITY CERTIFICATION ON COUNTY CONTRACTS"

- A. During the term of this Contract, the agency shall comply with Executive Order 13 (2014), and the Agency shall make such records available, upon request, to the County's Division of Equal Employment Opportunity for review. The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the agency, its offices and facilities, for the purpose of verifying information supplies in the Erie County Equal Pay Certification and for any other purpose reasonably related to confirming the Agency's compliance with Erie County Executive Order No. 13 (2014). Violation of the provisions of Executive Order 13 (2014) which is attached hereto and made a part hereof, can constitute grounds for the immediate termination of this contract and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.

1. Refer to Appendix C for the Erie County Executive Order #13 and Equal Pay Certification Form.

**COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

2. The Equal Pay Certification Form shall be submitted with the bid proposal.

8.08 COUNTY OF ERIE EXECUTIVE ORDER #18 "FIRST SOURCE HIRING POLICY FOR COUNTY CONSTRUCTION PROJECTS"

- A. During the term of this Contract, Erie County Executive Order No. 18 (2017) may apply. Violation of the provisions of Executive Order 13 (2014) which is attached hereto and made a part hereof, can constitute grounds for the immediate termination of this contract and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.
1. Refer to Appendix D of the General Conditions for the Erie County Executive Order #18, Rules and Regulations, Erie County Local and Disadvantaged Worker Compliance Certification, County of Erie Executive Order #18 Monitoring and Reports, and First Source Policy Targeted Zip Codes.
    - a. First Source Policy Targeted Zip Codes are provided for information only and subject to change.
    - b. Be advised that the Contractor will be required to provide monthly reports demonstrating good faith effort to meet the required work force goals using LCPtracker web-based software.
  2. The Erie County Executive Order #18 Attestation and Statement of Workforce shall be submitted with the bid proposal.
- B. Requirements of Executive Order No.18 are as shown in Appendix D of the General Conditions and are summarized below. It should be noted that Executive Order No. 18 does not apply to work hours performed by individuals residing outside of New York State per the language of the Executive Order.
- a. 100% of the workforce must be from New York State's 8 Western Counties.
  - b. 70% of the workforce must be from County of Erie.
  - c. 30% of the workforce must be from the identified zip codes included in Appendix D and/or one of the following qualifying disadvantaged status as described below
    - i. Area Medium Income
    - ii. Released from prison in last 10 years
    - iii. Participated in Temporary Assistance for Needy Families Program
    - iv. Participated in Supplemental Nutritional Assistance Program
    - v. Was unemployed for a least 12 consecutive months.

**SECTION 9 – ACCOUNTABILITY**

- 9.01 The Contractor shall be fully accountable for his performance under this contract and agrees to answer under oath all questions relevant to the performance thereof and to any transaction, act, or omission had, done or omitted in connection therewith if called before any Judicial, County or State Officer or agency empowered to investigate the Contract or its performance.
- 9.02 It shall be the contractor’s responsibility for providing and maintaining daily sign-in books for all persons on the project site including; employees, visitors or otherwise at all times during the duration of the project until the project has been completed. Copies of the sign in books are to be provided to the Owner if requested.
- 9.03 The Electrical Contractor (or General Contractor when there is no associated Electrical Contract associated with a given Project) will be responsible to replace all existing smoke detectors within the construction work area with heat detectors, when applicable, at the direction of the Owner.
- 9.04 It is the Contractor’s responsibility to perform all work in accordance with the Occupational Safety and Health Administration (OSHA) rules and requirements. All contractors are to ensure that all employees assigned to the Project as defined within the Project Documents, have been OSHA 10 certified. Proof of certification to be uploaded to the LCPtracker software system.
- 9.05 Contractor to ensure that at least one (1) approved fire extinguisher device is on the contraction site at all times. Additional fire extinguishers to be provided at the locations, as applicable, as follows:
- At each stairway on all floor levels where combustible materials have accumulated.
  - In every storage and construction shed.
  - Additional portable fire extinguishers shall be provided where special hazards exist, such as the storage and use of flammable and combustible liquids

**SECTION 10 - THE ERIE COUNTY WORKFORCE DEVELOPMENT AND DIVERSIFICATION NEW YORK  
STATE CERTIFIED WORKER TRAINING PROGRAM**

10.01 County of Erie Local Law No. 3-2018

**COUNTY OF ERIE  
LOCAL LAW INTRO NO. 3 - 2018**

A LOCAL LAW in relation to a requirement for New York State Certified Worker Training Programs by contractors and subcontractors under construction contracts, as defined herein, with the County of Erie.

**BE IT ENACTED BY THE ERIE COUNTY LEGISLATURE AS FOLLOWS:**

Section 1. Legislative Intent.

The Erie County Legislature hereby finds, declares and determines that:

- A. New York Labor Law Section 816-b specifically authorizes this Local Law.
- B. There has been a long and productive history of partnership between labor and management in the training of workers in New York State.
- C. New York State Certified Worker Training Programs are valuable educational and training tools for the local workforce by reducing reliance on out-of-area labor for construction projects.

**COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

- D. New York State Certified Worker Training Programs provide opportunities to residents in this area through training and education for skilled jobs.
- E. These skilled jobs allow us to reinvest our taxpayer dollars spent on local construction projects so that local workers and local tax dollars remain within the local community.
- F. It would be valuable to encourage labor and business/industry to participate in New York State Certified Worker Training Programs to meet the increased need for trade persons while providing residents the means to earn a better living and fostering the local and regional economies.
- G. It is valuable for local government to encourage broad participation in such New York State Certified Worker Training Programs by the residents of Erie County and to foster the equal opportunity of men and women of all races and backgrounds to participate in order to enhance workforce development and diversification, and to prevent exclusionary practices which have historically excluded women and minorities.
- H. The New York State Department of Labor sets objective standards and provides oversight for New York State Certified Worker Training Programs. These Programs are important because they require on-the-job training and classroom training, and provide objective industry standards. In effect these programs lead to a standardized, cost effective and skilled local workforce.
- I. Nothing in this Local Law should be read to abrogate the duty of Erie County with respect to its MBE/WBE requirements.

Section 2. Short Title.

This Local Law shall be known as "The Erie County Workforce Development and Diversification New York State Certified Worker Training Program."

Section 3. Definitions.

- A. "New York State Certified Worker Training Program" shall mean: a state registered and regulated apprenticeship program through the New York State Department of Labor that has been approved by the New York State Commissioner of Labor in accordance with Article 23 of the New York Labor Law, that includes the following standards:
  - i. An organized, written plan in place that embodies the terms and conditions of employment, and the training and supervision of one or more workers;
  - ii. A schedule of wages to be paid to the worker consistent with the skills required and approved by the New York State Department of Labor;
  - iii. Equal opportunity and affirmative action plans;
  - iv. Workforce development and diversification goals to ensure that the contractor will diligently work toward a minority workforce goal of 30% minority and female participation combined in project personnel including trades people, trainees, journeymen, apprentices and supervisory staff;
  - v. A minimum of ten percent (10%) of the total construction workers. Trades people, trainees, journeymen, and apprentices employed at any given time on a particular project by any and all contractors or subcontractors must be consist of persons participating in a New York State Certified Worker Training Program.

**COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

- vi. In all cases, such Certified Apprenticeship Training Program must be specific to the type and scope of work which is being performed and must have a graduation rate of at least thirty percent (30%) as determined by the New York State Department of Labor.
- B. "Commissioner" shall mean the Commissioner of the Erie County Department of Public Works.
- C. "Construction contract" shall mean projects with a value in excess of \$250,000 where Erie County is a direct or indirect party to the contract which includes more than an incidental amount of construction type activity intended to benefit the public, including all work which is necessary, incidental or connected with the execution of the contract which is performed by construction workers. A public entity need not be party to the construction contract. A construction contract includes: projects that Erie County funds directly, projects that Erie County funds indirectly by providing funds to a separate entity to perform the construction type activity; privately financed construction projects specifically built with the intent of leasing them to any Department of Erie County government; and construction projects built under Erie County's direction and later paid for with Erie County funds.
- D. "Construction subcontract" shall mean any subcontract between a contractor who has a construction contract as defined in Section 3, subdivision C above.
- E. "Contractor" or "subcontractor" shall mean a contractor or subcontractor that directly employs construction workers, as defined below, under a construction contract or construction subcontract, as defined herein, for which a New York State Certified Worker Training Program is required.
- F. "Construction worker" shall mean an individual directly involved in the construction, reconstruction, improvement, rehabilitation, installation, alteration, renovation, demolition or otherwise providing for any building, facility, roads, highways, bridges, or physical structure of any kind, but does not include professional services employees or those construction workers for which a New York State Certified Worker Training Program does not exist.

Section 4. Requirements.

- A. Any contractor, prior to entering into a construction contract as set forth in section 3 (C) above, or any subcontractor entering into a construction subcontract with a contractor who has a construction contract with the County of Erie is required to have in place and provide written proof of same at the time of bid a New York State Certified Worker Training Program, either internally to the contractor or subcontractor and/or through an organization servicing several contractors or subcontractors, appropriate for the type and scope of work to be performed.
- B. Any contractor or subcontractor, as defined herein, shall strive to meet the minimum workforce development and diversification goals set forth in section 3(A) (iv) above. Such contractors and/or subcontractors shall provide the Commissioner or designated compliance officer with the following:
  - i. A monthly workforce census and such other employment and/or payroll records necessary to verify an attempt to achieve the workforce development and diversification goals set forth in Section 3(A)(iv) above.
  - ii. Access to and cooperation with the project compliance officer to review records on-site and/or at worksite premises to validate attempts to achieve the workforce development and diversification goals set forth in Section 3(A)(iv) above.
  - iii. With bid submission, a statement committing to providing apprenticeship training opportunities to workers, as well as details of workforce diversification recruiting program directed at attracting candidates to fill positions to meet the minimum workforce development and diversification goals set forth in Section 3(A)(iv) above.

Section 5. Rules & Regulations.

**COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

As of the date this Local Law becomes effective, the Commissioner of the Erie County Department of Public Works shall promulgate such rules and regulations that are lawful, necessary and appropriate to implement, enforce or otherwise carry out the purposes of this Local Law, provided that the Legislature, by simple majority, has not voted to disapprove such rule or regulation within sixty (60) days from the Commissioner's written notice to the Legislature that such rule or regulation has been promulgated.

**Section 6. Equal Employment Monitoring.**

There shall be an Independent Monitor to report on the compliance of each County contractor and subcontractor with this Local Law's workforce development and diversification goals. The Commissioner of DPW shall develop regulations that provide for the compensation of the Independent Monitor.

The Monitor shall monitor and review every facet of construction to report what percentage of the goals that are established for minority and female participation are met or exceeded. The Monitor shall report to the Equal Employment Opportunity Office on the compliance of each contractor and subcontractor with the workforce development and diversification goals.

The Monitor shall file monthly reports with the Equal Employment Opportunity Office regarding the actual workforce development and diversification goals, including reporting all instances of non-compliance; make appropriate recommendations to the Equal Employment Opportunity Office when non-compliance is evident with supportive documentation; develop a database of the workforce of each contractor and subcontractor to provide a visual format of each contractor's workforce, both monthly and year-to-date cumulative totals on each construction contract.

**Section 7. Compliance.**

The Director of Erie County Division of Equal Employment shall ensure that all contractors and subcontractors entering into a construction contract as it is defined herein, maintain records which prove that each construction worker as it is defined herein, signs in and out at the beginning and end of each day, listing next to his or her name his or her craft, and status as journeyman or apprentice, if applicable.

**Section 8. Penalties.**

Violation of any provision of this Local Law shall constitute cause, grounds or other legal justification for termination of any contractual agreement with any contractor or subcontractor engaged in a construction contract or construction subcontract with the County, in accordance with County and state laws, rules and regulations governing the termination of such contractual agreements.

**Section 9. Severability.**

If any clause, sentence, paragraph, subdivision, section or part of this Local Law or the application thereof, to any person, individual, corporation, firm, partnership, entity or circumstance, shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional such order of judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this Local Law or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance directly involved in the controversy in which such judgment or order shall be rendered.

**Section 10. Applicability.**

This Local Law shall apply to construction contracts advertised for bids on or after the effective date with the following condition:

**COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

Apprenticeship agreements currently in place as of the effective date of this Local Law which are still in probationary status or apprenticeship agreements which were in probationary status during the period preceding the specific trade's program length as set forth in the New York State Prevailing Wage Schedule, shall be exempt from the 30% apprenticeship graduation requirement specified in Section 3 (A) (vi) for the period measured from the date the apprenticeship program is registered with the New York State Department of Labor plus the specific trade's program length plus two years.

Section 11. Effective Dates.

This Local Law shall take effect 30 days after the filing with the Secretary of State, in accordance with Section 27 of the New York State Municipal Home Rule Law.

SPONSORS: PATRICK BURKE  
APRIL N.M. BASKIN  
JOHN BRUSSO



10.02 Rules and Regulations Adopted by the Erie County Commissioner of Public Works Regarding Local Law No. 3-2018

**RULES AND REGULATIONS ADOPTED BY THE  
ERIE COUNTY COMMISSIONER OF PUBLIC WORKS  
REGARDING:  
COUNTY OF ERIE  
LOCAL LAW NO. 3-2018**

A LOCAL LAW in relation to a requirement for New York State Certified Worker Training Programs by contractors and subcontractors under construction contracts, as defined herein, with the County of Erie.

Pursuant to Section 5 of Erie County Local Law No. 3-2018, "the Commissioner of the Erie County Department of Public Works shall promulgate such rules and regulations that are lawful, necessary and appropriate to implement, enforce or otherwise carry out the purposes of this Local Law..." Such rules and regulations are as follows:

**1. Definitions.**

"Bidders" – an individual or entity which submits a formal Bid for a Construction Contract, as hereinafter defined.

"Bids" – formal bids submitted for a Construction Contract, as hereinafter defined, in accordance with New York General Municipal Law.

"Commissioner" – Erie County Commissioner of Public Works

"Construction Contract" – a contract for a Project which includes more than an incidental amount of construction-type activity performed by persons in trades or careers for which there exists an NYSCATP, as hereinafter defined.

"Contracting Agency" – a department, division, board, agency or office of the County, an entity undertaking a Project that Erie County funds indirectly, or an entity undertaking a Project with the specific intent of leasing the completed Project to the County, which solicits and receives Bids for a Construction Contract.

"Local Law" – Erie County Local Law 3-2018

"Monitoring Agency" – the Erie County Equal Employment Opportunity Office

"New York State Certified Apprentice Training Program" or "NYSCATP" - a state registered and regulated apprenticeship program(s) approved by the Commissioner of the New York State Department of Labor in accordance with Article 23 of the Labor Law and the Rules and Regulations thereto.

"Prime Contractor" – the party with whom the Contracting Agency contracts with on a Project.

"Project" – the construction, reconstruction, improvement, rehabilitation, installation, alteration, renovation, demolition or otherwise of any building, facility, roads, highways, bridges, or physical structure of any kind, estimated by the Contracting Agency as having a cost to complete in excess of \$250,000, for which the County is a direct or indirect party to a Construction Contract. Projects include those: that Erie County funds directly, either in whole or in part; that Erie County funds indirectly, either in whole or in part, by providing funds to a separate entity to perform the construction-type activity; privately financed construction projects specifically built with the intent of leasing the completed project to Erie County; and construction projects built under Erie County's direction and later paid for with Erie County funds.

"Rules" – these rules and regulations promulgated by the Commissioner pursuant to the Local Law.

"Subcontractor" – A subcontractor to a Prime Contractor.

“Workforce” – the total worker hours anticipated on the Construction Contract to be undertaken by workers in careers or trades for which there exists an NYSCATP.

**2. Rules and Regulations.**

- A. Each Contracting Agency shall include in its bid specifications provisions for the implementation of the Local Law and these Rules. Bids shall demonstrate a Bidder’s ability to comply with the Local Law and these Rules and in the event that Bidder is a successful Prime Contractor on a Construction Contract.
- B. Bidder shall submit as part of the Bid a copy of the certification of approval of the NYSCATP by the New York State Department of Labor which will be used by the Bidder in connection with the Construction Contract. Such NYSCATP shall be a NYSCATP registered by the NYS Commissioner of Labor which will be utilized by the Bidder on the Construction Contract by the Bidder as a Prime Contractor or by the Bidder’s Subcontractor(s).
- C. As part of its’ Bid, Bidder shall provide a written plan demonstrating how apprentices will be utilized by the Bidder as Prime Contractor or by Subcontractor(s) to the Bidder as Prime Contractor. Such plan shall include at a minimum, but not be limited to the following:
  - i. An organized, written plan in place that embodies the terms and conditions of employment, training and supervision of one or more apprentices;
  - ii. A schedule of wages to be paid to the apprentices consistent with the skills required and approved by the New York State Department of Labor;
  - iii. Equal employment opportunity and affirmative action plans.
  - iv. Demonstration that ten percent (10%) of the Workforce of the Prime Contractor (inclusive of the workforce utilized by any Subcontractor(s) to the Bidder) shall consist of persons participating in New York State Certified Apprentice Training Programs.
- D. In the alternative Bidder may provide a statement as to the inapplicability of apprenticeship participation on the Prime Contract and the related subcontracts due to the lack of career opportunities in NYSCATP approved by New York State Department of Labor Commissioner or that the magnitude of the Construction Contract would make use of apprentices impracticable. In the event that Bidder provides a statement that there is a lack of such career opportunities or the use of apprentices on the Construction Contract is impracticable, said Bidder may not be deemed non-responsive by virtue of the submission of such a statement, as determined by the Monitoring Agency. Applicability of this section will be viewed within the total Workforce of each Prime Contract and not as a function of each subcontract of the Construction Contract as a whole.
- E. As part of its’ Bid, Bidder shall provide affirmation of its commitment toward acceptable achievement or progress towards the County of Erie workforce development and diversification goal in all construction contracts of thirty percent (30%) minority and female participation combined in project personnel including trades people, trainees, journeymen, apprentices and supervisory staff.
- F. Contracting Agency may determine prior to the advertisement of bids for the Project or prior to the award of Bids that the nature of the Construction Contract does not provide an adequate opportunity for the use of NYSCATP for such reasons including, but not limited to, that:
  - i. 75% or more of the value of the Construction Contract involves material, equipment and/or supplies;  
or

**COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

- ii. There is a lack of NYSCATP approved by the Department of Labor for at least 75% of the work hours anticipated to be spent on construction-type activity involved in the Construction Contract; or
  - iii. The Construction Contract is in response to an emergency condition; or
  - iv. The Project is estimated to cost less than \$250,000 or the Bid amount is less than \$250,000; or
  - v. None of the bids received were from Bidders who had an NYSTACP.
- G. All Bids shall be reviewed by the Monitoring Agency within 10 business days of delivery of the Bids by the Contracting Agency to the Monitoring Agency. A Contracting Agency shall not reject any Bid as being non-responsive to the requirements of the Local Law and these Rules, unless the Monitoring Agency, within 10 business days of receipt of Bids from the Contracting Agency, provides the Contracting Agency with a written report recommending non-responsiveness of the Bidder and the reasons therefore. Determination of a Bidder's compliance with the Local Law and these Rules shall be the responsibility of the Monitoring Agency.
- H. The Contracting Agency is permitted to require within the Bid specifications for a Project, a reasonable fee for the Prime Contractor to hire an independent monitor to review and report on the diversification goals of the Local Law

**3. Effect**

These Rules and Regulations shall become effective immediately. No Rule or Regulation promulgated herein shall be disapproved by the Erie County Legislature unless and until such time as the public, following 10 days advertised notice, is given the opportunity to comment upon such rule or regulation.



**APPENDIX "A"**  
**EQUAL EMPLOYMENT OPPORTUNITY FORMS**



BID DATE: \_\_\_\_\_  
 TODAY'S DATE: \_\_\_\_\_

**ERIE COUNTY MINORITY/WOMEN BUSINESS ENTERPRISE  
 UTILIZATION REPORT – PART A**

COMPANY: \_\_\_\_\_  
 AUTHORIZED REPRESENTATIVE: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 TELEPHONE NUMBER: \_\_\_\_\_  
 PROJECT NAME: \_\_\_\_\_  
 PROJECT NUMBER: \_\_\_\_\_

A. List actions taken to identify, solicit, and contact Minority Business Enterprise (MBE) & Women Business Enterprise (WBE) to bid on subcontracts for this project.

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

II. List all bona-fide Minority/ Women Business Enterprise, sub-contractors, suppliers, professional personnel, solicited, contracted, or presently negotiating a contract in accordance with the minority business utilization goal set forth by the County of Erie.

MBE/WBE OWNED FIRMS	SUPPLY/ SERVICE	AMOUNT OF PROPOSAL	PRIOR CERTIFICATION	CONTRACT EXECUTED	REASON IF CONTRACT NOT AWARDED
NAME _____				YES _____	
ADDRESS _____					
CITY, STATE _____					
TELEPHONE _____				NO _____	
IRS # _____					

MBE/WBE OWNED FIRMS	SUPPLY/ SERVICE	AMOUNT OF PROPOSAL	PRIOR CERTIFICATION	CONTRACT EXECUTED	REASON IF CONTRACT NOT AWARDED
NAME _____				YES _____	
ADDRESS _____					
CITY, STATE _____					
TELEPHONE _____				NO _____	
IRS # _____					

MBE/WBE OWNED FIRMS	SUPPLY/ SERVICE	AMOUNT OF PROPOSAL	PRIOR CERTIFICATION	CONTRACT EXECUTED	REASON IF CONTRACT NOT AWARDED
NAME _____				YES _____	
ADDRESS _____					
CITY, STATE _____					
TELEPHONE _____				NO _____	
IRS # _____					

MBE/WBE OWNED FIRMS	SUPPLY/ SERVICE	AMOUNT OF PROPOSAL	PRIOR CERTIFICATION	CONTRACT EXECUTED	REASON IF CONTRACT NOT AWARDED
NAME _____				YES _____	
ADDRESS _____					
CITY, STATE _____					
TELEPHONE _____				NO _____	
IRS # _____					

MBE/WBE OWNED FIRMS	SUPPLY/ SERVICE	AMOUNT OF PROPOSAL	PRIOR CERTIFICATION	CONTRACT EXECUTED	REASON IF CONTRACT NOT AWARDED
NAME _____				YES _____	
ADDRESS _____					
CITY, STATE _____					
TELEPHONE _____				NO _____	
IRS # _____					

III. Assistance offered by contractor to MBE's/WBE's as to bonding, union requirements obtaining work capital, etc.

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_



IV. Total Dollar Amount to be subcontracted to:

Minority Business Enterprise(s) \$ \_\_\_\_\_

Women Business Enterprise(s). (If applicable) \$ \_\_\_\_\_

\_\_\_\_\_

V. Total Amount of Bid: \$ \_\_\_\_\_

VI. MBE Percent (%) of project bid: \_\_\_\_\_ %

WBE Percent (%) of project bid: \_\_\_\_\_ %

VII. YOU MUST ATTACH COPIES OF RELEVANT CORRESPONDENCE AND DOCUMENTS, INCLUDING RETURN RECEIPTS.

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

VIII. CONTRACTOR'S DESIGNATED EQUAL OPPORTUNITY OFFICER (EEO)

\_\_\_\_\_  
NAME

\_\_\_\_\_  
DATE

**COUNTY OF ERIE**  
**MINORITY/WOMEN BUSINESS ENTERPRISE UTILIZATION REPORT PART - B**

Certificate of Expenditures at 30% Completion of Project

Contractor: \_\_\_\_\_ Contract Name: \_\_\_\_\_

- I. List all bona-fide minority/women business enterprises, subcontractors, suppliers, professional personnel, or joint venture firms, with whom you have entered into a binding agreement in accordance with the Minority/Women Business Utilization Goal set forth by the County of Erie. Include minority trucking firms that will be utilized and include an estimated dollar amount. The information must be submitted to the County of Erie when the project is 30% complete.

MBE/WBE OWNED FIRMS (USE REVERSE SIDE IF MORE SPACE IS NEEDED)		TYPE OF WORK	DATE CONTRACT EXECUTED	TOTAL EXPENDED TO DATE	ESTIMATED AMOUNT REMAINING
NAME					
ADDRESS					
CITY, STATE					
TELEPHONE					
MBE WBE					
IRS #					

MBE/WBE OWNED FIRMS (USE REVERSE SIDE IF MORE SPACE IS NEEDED)		TYPE OF WORK	DATE CONTRACT EXECUTED	TOTAL EXPENDED TO DATE	ESTIMATED AMOUNT REMAINING
NAME					
ADDRESS					
CITY, STATE					
TELEPHONE					
MBE WBE					
IRS #					

Erie County reserves the right to require documentation including, but not limited to, cancelled checks to verify these amounts.

- II. Total Dollar Amount to be subcontracted to:
- Minority Business Enterprise(s). \$ \_\_\_\_\_
- Women Business Enterprise(s). (If applicable) \$ \_\_\_\_\_
- III. Total Amount Expended to Date: \$ \_\_\_\_\_
- IV. Total Amount of Bid: \$ \_\_\_\_\_

V. MBE Percent (%) of project bid: \_\_\_\_\_ %  
WBE Percent (%) of project bid: \_\_\_\_\_ %  
\_\_\_\_\_ %

I, \_\_\_\_\_

as an official representative of \_\_\_\_\_

do hereby certify that the information listed above is correct and complete.

\_\_\_\_\_  
NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE



**MINORITY / WOMEN BUSINESS ENTERPRISE UTILIZATION REPORT – PART C**  
**CERTIFICATION OF EXPENDITURES TO MBEs / WBEs**

(To Be Completed by the Prime Contractor and submitted at the 75% payment level.)

Contractor: \_\_\_\_\_ Contract Name: \_\_\_\_\_

MBE / WBE	PART B CONTRACT AMOUNT OR ESTIMATE	TOTAL EXPENDED TO DATE	ESTIMATED AMOUNT REMAINING
MBE's			
WBE's			

Erie County reserves the right to require documentation, including, but not limited to, cancelled checks to verify these amounts.

I, \_\_\_\_\_  
as an official representative of \_\_\_\_\_

do hereby certify that the information listed above is correct and complete.

\_\_\_\_\_  
NAME

\_\_\_\_\_  
DATE



**MINORITY BUSINESS ENTERPRISE UTILIZATION REPORT – PART D**  
**FINAL CERTIFICATION OF EXPENDITURE TO MBE'S / WBE'S**

(To be completed by the prime contractor and submitted when contract is complete)

Erie County reserves the right to require documentation, including, but not limited to, cancelled checks to verify these amounts.

Contractor: \_\_\_\_\_ Contract Name: \_\_\_\_\_

MBE	TOTAL AMOUNT EXPENDED
WBE	TOTAL AMOUNT EXPENDED

TOTAL OF ALL MBE SUBCONTRACTS	\$	_____
TOTAL OF ALL WOMEN SUBCONTRACTS (If applicable)	\$	_____
AMOUNT OF CONTRACT (PRIME)	\$	_____
FINAL MBE PERCENTAGE		_____ %
FINAL WBE PERCENTAGE (If applicable)		_____ %

I, \_\_\_\_\_  
as an official representative of \_\_\_\_\_

do hereby certify that the information listed above is correct and complete.

\_\_\_\_\_  
NAME DATE

\_\_\_\_\_

**AUTHORIZATION FOR RELEASE OF MBE INFORMATION**

I, \_\_\_\_\_ as principal officer of: \_\_\_\_\_  
hereby authorize Erie County's representative to have access to: \_\_\_\_\_  
M.B.E. certification materials, filed with: \_\_\_\_\_  
File documents may be released to Erie County's representative to expedite the County's M.B.E. certification  
process for: \_\_\_\_\_

\_\_\_\_\_  
SIGNED

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE

"Sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, 2011"

\_\_\_\_\_  
Notary Public / Commissioner of Deeds



**ERIE COUNTY MINORITY/WOMEN BUSINESS ENTERPRISE - WAIVER**

COMPANY: \_\_\_\_\_  
PROJECT NAME: \_\_\_\_\_  
PROJECT NUMBER: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_

1. Contractor has made a good faith effort to adopt subcontracting on this project to those trades, professions, suppliers, etc. for which minority/ women's business enterprise bids could be solicited; and
2. The total percentage of the bid which could be subcontracted in trades, professions, suppliers, etc. for which minority business enterprises bids could be solicited is less than 10% for MBE's and/or 2% WBE's.

A waiver provided for by Erie County Local Law, is hereby requested on the ground that there are no / insufficient (circle the appropriate term) minority / women's business enterprises in the market area of this project which do subcontracting in the following field (list all trades, professions, supplies, etc. which could be subcontracted on this project):

- |    |       |     |       |
|----|-------|-----|-------|
| 1. | _____ | 6.  | _____ |
| 2. | _____ | 7.  | _____ |
| 3. | _____ | 8.  | _____ |
| 4. | _____ | 9.  | _____ |
| 5. | _____ | 10. | _____ |

(Use additional sheets if necessary.)

If a partial waiver is granted, the Contractor with make a good faith effort to meet the reduced goal.

_____	_____
DATE	SIGNATURE OF AUTHORIZED REPRESENTATIVE OF COMPANY
Granted in Whole: _____	
Granted in Part: _____	

Comments: \_\_\_\_\_  
\_\_\_\_\_

_____	_____
EQUAL OPPORTUNITY OFFICIAL / TITLE	DATE
_____	_____
LETTING DEPARMENT REPRESENTATIVE / TITLE	DATE



COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER

BID DATE: \_\_\_\_\_

TODAY'S DATE: \_\_\_\_\_

**ERIE COUNTY MINORITY/WOMEN BUSINESS ENTERPRISE & SERVICE-DISABLED  
VETERAN-OWNED BUSINESS UTILIZATION REPORT- PART A**

COMPANY: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

PROJECT NUMBER: \_\_\_\_\_

I. List actions taken to identify, solicit, and contact Minority Business Enterprise (MBE), Women Business Enterprise (WBE) & Service-Disabled Veteran-Owned Business (SDVOB) to bid on subcontracts for this project.

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

II. List all bona-fide Minority/Women Business Enterprise & Service-Disabled Veteran-Owned Businesses, sub-contractors, suppliers, professional personnel, solicited, contracted, or presently negotiating a contract in accordance with the minority business utilization goal set forth by the County of Erie.

MBE/WMB/SDVOB OWNED FIRMS	SUPPLY/ SERVICE	AMOUNT OF PROPOSAL	PRIOR CERTIFICATION	CONTRACT EXECUTED	REASON IF CONTRACT NOT AWARDED
---------------------------	--------------------	-----------------------	------------------------	----------------------	--------------------------------------

NAME: \_\_\_\_\_

YES

ADDRESS: \_\_\_\_\_

CITY, STATE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

NO

IRS #: \_\_\_\_\_

COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER

MBE/WMB/SDVOB OWNED FIRMS	SUPPLY/ SERVICE	AMOUNT OF PROPOSAL	PRIOR CERTIFICATION	CONTRACT EXECUTED	REASON IF CONTRACT NOT AWARDED
---------------------------	--------------------	-----------------------	------------------------	----------------------	--------------------------------------

NAME: \_\_\_\_\_ YES

ADDRESS: \_\_\_\_\_

CITY, STATE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ NO

IRS #: \_\_\_\_\_

MBE/WMB/SDVOB OWNED FIRMS	SUPPLY/ SERVICE	AMOUNT OF PROPOSAL	PRIOR CERTIFICATION	CONTRACT EXECUTED	REASON IF CONTRACT NOT AWARDED
---------------------------	--------------------	-----------------------	------------------------	----------------------	--------------------------------------

NAME: \_\_\_\_\_ YES

ADDRESS: \_\_\_\_\_

CITY, STATE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ NO

IRS #: \_\_\_\_\_

MBE/WMB/SDVOB OWNED FIRMS	SUPPLY/ SERVICE	AMOUNT OF PROPOSAL	PRIOR CERTIFICATION	CONTRACT EXECUTED	REASON IF CONTRACT NOT AWARDED
---------------------------	--------------------	-----------------------	------------------------	----------------------	--------------------------------------

NAME: \_\_\_\_\_ YES

ADDRESS: \_\_\_\_\_

CITY, STATE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ NO

IRS #: \_\_\_\_\_

MBE/WMB/SDVOB OWNED FIRMS	SUPPLY/ SERVICE	AMOUNT OF PROPOSAL	PRIOR CERTIFICATION	CONTRACT EXECUTED	REASON IF CONTRACT NOT AWARDED
---------------------------	--------------------	-----------------------	------------------------	----------------------	--------------------------------------

NAME: \_\_\_\_\_ YES

ADDRESS: \_\_\_\_\_

CITY, STATE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ NO

IRS #: \_\_\_\_\_

COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER

III. Assistance offered by contractor to MBE's/WBE's/SDVOB's as to bonding, union requirements obtaining work capital, etc.

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_
- 6. \_\_\_\_\_

IV. Total Dollar Amount to be subcontracted to:

Minority Business Enterprise(s). \$ \_\_\_\_\_  
Women Business Enterprise(s). (if applicable) \$ \_\_\_\_\_  
Service-Disabled Veteran-Owned Business(s). \$ \_\_\_\_\_

V. Total Amount of Bid \$ \_\_\_\_\_

VI. MBE Percent (%) of project bid: (EC goal is 10%) \_\_\_\_\_ %  
WBE Percent (%) of project bid: (EC goal is 2%) \_\_\_\_\_ %  
SDVOB Percent (%) of project bid: (EC goal is 6%) \_\_\_\_\_ %

VII. YOU MUST ATTACH COPIES OF RELEVANT CORRESPONDENCE AND DOCUMENTS, INCLUDING RETURN RECEIPTS UPON LOW BIDDER STATUS TO EEO.

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

VIII. CONTRACTOR'S DESIGNATED EQUAL OPPORTUNITY OFFICER (EEO)

\_\_\_\_\_  
NAME

\_\_\_\_\_  
DATE

**COUNTY OF ERIE MINORITY/WOMEN BUSINESS ENTERPRISE  
& SERVICE-DISABLED VETERAN-OWNED BUSINESS UTILIZATION REPORT PART – B**

Certificate of Expenditures at 30% Completion of Project

Contractor: \_\_\_\_\_ Contractor Name: \_\_\_\_\_

- I. List all bona-fide minority/women business enterprises & Service-Disabled Veteran-Owned Business, subcontractors, suppliers, professional personnel, or joint venture firms, with whom you have entered into a binding agreement in accordance with the MWBE/SDVOB Business Utilization Goal set forth by the County of Erie. Include (minority trucking) firms that will be utilized and include an estimated dollar amount. The information must be submitted to the County of Erie when the project is 30% complete.

MBE/WBE/SDVOB OWNED FIRMS (SEE REVERSE SIDE IF MORE SPACE IS NEEDED)	TYPE OF WORK	DATE CONTRACT EXECUTED	TOTAL EXPENDED TO DATE	ESTIMATED AMOUNT REMAINING
--	-----------------	---------------------------	---------------------------	----------------------------------

NAME: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 CITY, STATE: \_\_\_\_\_  
 TELEPHONE: \_\_\_\_\_  
 IRS #: \_\_\_\_\_

MBE/WBE/SDVOB OWNED FIRMS (SEE REVERSE SIDE IF MORE SPACE IS NEEDED)	TYPE OF WORK	DATE CONTRACT EXECUTED	TOTAL EXPENDED TO DATE	ESTIMATED AMOUNT REMAINING
--	-----------------	---------------------------	---------------------------	----------------------------------

NAME: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 CITY, STATE: \_\_\_\_\_  
 TELEPHONE: \_\_\_\_\_  
 IRS #: \_\_\_\_\_

Erie County reserves the right to require documentation including, but not limited to, cancelled checks to verify these amounts.

- II. Total Dollar Amount To Be Subcontracted To:
- Minority Business Enterprise(s). \$ \_\_\_\_\_
- Women Business Enterprise(s). (if applicable) \$ \_\_\_\_\_
- Service-Disabled Veteran-Owned Business(s). \$ \_\_\_\_\_
- III. Total Amount Expended To Date: \$ \_\_\_\_\_

OFFICE OF THE COMMISSIONER

- IV. Total Amount of Bid: \$ \_\_\_\_\_
- V. MBE Percent (%) of project bid: \_\_\_\_\_ %
- WBE Percent (%) of project bid: \_\_\_\_\_ %
- SDVOB Percent (%) of project bid: \_\_\_\_\_ %

I, \_\_\_\_\_

As an official representative of \_\_\_\_\_

do hereby certify that the information listed above is correct and complete.

\_\_\_\_\_  
NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE





**MINORITY/WOMEN BUSINESS ENTERPRISE & SERVICE-DISABLED VETERAN-OWNED  
BUSINESS UTILIZATION REPORT – PART C CERTIFICATION OF EXPENDITURES TO MBEs/WBEs**

(To Be Completed by the Prime Contractor and submitted at the 75% payment level.)

Contractor: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

MBE / WBE	PART B CONTRACT AMOUNT OR ESTIMATE	TOTAL EXPENDED TO DATE	ESTIMATED AMOUNT REMAINING
MBE's			
WBE's			
SDVOB's			

Erie County Reserves the right to require documentation, including, but not limited to, cancelled checks to verify these amounts.

I, \_\_\_\_\_

As an official representative of \_\_\_\_\_

do hereby certify that the information listed above is correct and complete.

\_\_\_\_\_  
NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE



**MINORITY BUSINESS ENTERPRISE UTILIZATION REPORT-PART D**  
**FINAL CERTIFICATION OF EXPENDITURE TO MBE's/WBE's/SDVOB's**

(To be completed by the prime contractor and submitted when contract is complete)

Erie County reserves the right to require documentation, including, but not limited to, cancelled checks to verify these amounts.

Contractor: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

MBE	<b>TOTAL AMOUNT EXPENDED</b>
WBE	<b>TOTAL AMOUNT EXPENDED</b>
SDVOB	<b>TOTAL AMOUNT EXPENDED</b>

TOTAL OF ALL MBE SUBCONTRACTS \$ \_\_\_\_\_

TOTAL OF ALL WOMEN SUBCONTRACTS (if applicable) \$ \_\_\_\_\_

TOTAL OF ALL SDVOB SUBCONTRACTS \$ \_\_\_\_\_

FINAL MBE PERCENTAGE \_\_\_\_\_ %

FINAL WBE PERCENTAGE (if applicable) \_\_\_\_\_ %

FINAL SDVOB PERCENTAGE \_\_\_\_\_ %

I, \_\_\_\_\_

As an official representative of \_\_\_\_\_

do hereby certify that the information listed above is correct and complete.

\_\_\_\_\_  
NAME DATE

\_\_\_\_\_  
TITLE

**AUTHORIZATION FOR RELEASE OF MWBE/SDVOB INFORMATION TO ERIE COUNTY**

I, \_\_\_\_\_ as principal officer of: \_\_\_\_\_

Hereby authorize Erie County's representative to have access to: \_\_\_\_\_

MWBE/SDVOB certification materials, filed with: \_\_\_\_\_

File documents may be released to Erie County's representative to expedite the County's M.B.E certification process for: \_\_\_\_\_

\_\_\_\_\_  
SIGNED DATE

\_\_\_\_\_  
TITLE

\*Sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, 2023"

\_\_\_\_\_

Notary Public / Commissioner of Deeds



County of Erie  
Division of Equal Employment Opportunity  
James Blackwell  
Director

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# M/WBE WAIVER PACKET

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## **Instructions for Prime Contractors:**

The utilization of certified M/WBEs for non-commercially useful functions may not be counted towards utilization of certified M/WBEs in the Utilization Plan.

M/WBE firms must be certified by Erie County's Division of Equal Employment Opportunity ("DEEO") or by New York State ("NYS") in order to be counted towards satisfaction of M/WBE participation goals.

See the Bid Packet at or consult the DEEO for further guidance.



**Erie County Division of Equal Employment Opportunity  
Minority- & Women- Owned Business Enterprise (M/WBE) Utilization Waiver  
Attachment A**

**Section 1: M/WBE Utilization Waiver Request: Letter of Explanation**

The purpose of this letter is to provide the Project Manager and the Division of Equal Employment Opportunity (“DEEO”) a summary of the steps taken by the Prime Contractor to obtain Minority-owned Business Enterprise (“MBE”) and Women-owned Business Enterprise (“WBE”) subcontractors and request a partial or full waiver from the M/WBE Participation Goals.

A summary of the steps taken, include:

- (1) Break out all subcontract opportunities;
- (2) Search the DEEO M/WBE Directory in those areas (a list of County certified M/WBEs can be found here: <https://www3.erie.gov/eoo/>). Additionally, search New York States (“NYS”) M/WBE Directory (a list of NYS certified M/WBEs can be found here: <https://ny.newnycotntracts.com/?TN>)
- (3) Solicit bids from M/WBE firms:  
Document at least two (2) contacts using two (2) different methods of contact; Contact more than one (1) M/WBE in each area – the number depends on how large the contract is); and
- (4) Document solicitations using the Solicitation Log (Attachment B). Keep copies of the DEEO and NYS M/WBE Directory search results, or any faxes, emails and quotes from Erie County and NYS certified M/WBEs.

The letter shall include:

- (1) A short description of the scope of work involved in the contract;
- (2) A short description of the subcontracting opportunities available. If there are limited subcontracting opportunities, explain the reason for the limited opportunities. For example, explaining that your company always self-performs the work is not a valid reason for granting a waiver.
- (3) Results of the DEEO M/WBE Directory search.  
For example: were firms available; how many; were they qualified?
- (4) General results of solicitations.  
For example: what happened? If a non-M/WBE bid lower than a M/WBE, did you negotiate?
  - a. Include specific information about the solicitation results in areas where M/WBEs weren’t obtained you want the waiver reviewer to know about
- (5) Formally mention, in the letter, your request for a partial or full waiver.

**Erie County Division of Equal Employment Opportunity  
Minority- & Women- Owned Business Enterprise (M/WBE) Utilization Waiver Checklist**

The following checklist is for the Project Manager to use when reviewing the M/WBE Utilization Waiver Request. Once the Project Manager is satisfied, they should forward the Waiver Request forms, along with this signed checked list, to the Director or Erie County's Division of Equal Employment Opportunity ("DEEO") for final review and approval/denial.

M/WBE Waiver Request Form

There are two types of requests: Full Waiver from meeting the M/WBE Goals or a Partial Waiver from meeting the full M/WBE Goals. The Waiver Request Form contains examples of Good Faith Effort documentation. However, the following checklist contains items that are required before submission to the DEEO.

- Letter of Explanation for Waiver Request
- Copies of advertisements for M/WBE Participation, if applicable
- Screenshots of search results (by business type) from the DEEO's and the NYS M/WBE Directory
- A completed Solicitation Log (See Attachment A). The log shall be broken out into separate areas for each task that is solicited (e.g. electrician, plumbing, drywall, painting, etc.). The log shall show: (1) each M/WBE firm was contacted at least twice, by two (2) different methods (e.g. phone, e-mail, fax, etc.), and (3) with whom the Requesting Firm spoke with at the potential M/WBE firm.

The following items are optional, depending on the type of request:

- Quotes from M/WBEs and non-M/WBEs to show the lowest responsible bidder
- Documentation of any negotiations Prime Contractor has/had with M/WBEs
- Any other documentation to show GFE, such as: e-mail correspondence, sign in sheet from any pre-bid meetings, etc.

**Acknowledgement and Signature**

- By checking this box and signing below, you affirm that all of the information requested is included in this package, and that all information is honest, true, and accurate to the best of your knowledge.

\_\_\_\_\_  
Prime Contractor – Print Name

\_\_\_\_\_  
Prime Contractor Signature

\_\_\_\_\_  
Date



**Erie County Division of Equal Employment Opportunity  
Solicitation Log (Examples Included)  
Attachment A**

Company Name	MBE or WBE	Work Type	Location	Contact		Result	Contact		Result	Overall	
				1 - Date	1 - Type		2 - Date	2 - Type		Result	Result/Reason Chosen or Not/Comments
ABC	MBE	Doors and Windows	Rochester	12-Apr	Fax	Went thru, No response	14-Apr	Phone	Left VM	No response	
XYZ	MBE	Doors and Windows	Syracuse	12-Apr	Fax	Went thru, May bid	21-Apr	Phone	Spoke with Kathy.	Declined to bid.	
123	WBE	Doors and Windows	Albany	12-Apr	Fax	Went thru, No response	14-Apr	Phone	Spoke with Bob.	Don't offer the items.	
Tough guy	MWBE	masonry	Liverpool	12-Apr	Email	Undeliverable	12-Apr	Fax	Went thru, No response	No response	
Quality GENERAL CON	WBE NA	masonry masonry	Plattsburgh Plattsburgh	12-Apr 12-Apr	Fax Email	Went thru, will respond Responded low bidder	16-Apr	Phone	Left VM	Received quote, too high	See quote comparison



**Erie County Division of Equal Employment Opportunity  
Minority- & Women- Owned Business Enterprise (M/WBE) Utilization Plan & Waiver Request**

**SECTION 3: SUPPORTING DOCUMENTATION**

To be considered, the Request for Waiver Form must be accompanied by the documentation requested in items 1 – 9, as listed below. Copies of the following information and all relevant supporting documentation must be submitted along with the request. Please contact the DEEO for assistance.

1. A letter of explanation setting forth your basis for requesting a partial or total waiver and detailing the good faith efforts that were made.
  2. Copies of advertisements in any general circulation, trade association, and minority- and women-oriented publications in which you solicited MWBEs for the purposes of complying with your participation goals, with the dates of publication.
  3. Screenshots of search results (by business description or commodity code) from Erie County's Equal Employment Opportunity MWBE Directory of all certified MWBEs that were solicited for purposes of complying with your MWBE participation goals.
  4. Copies of faxes, letters, or e-mails sent to MWBE firms to solicit participation and their responses.
  5. A log of solicitation results, consisting of the list of MWBE firms solicited for the contract and the outcome of the solicitations. The log should be broken out into separate areas for each task that is solicited (e.g., trucking, materials, electricians) and clearly provide a rationale for firms included on the completed Utilization Plan as well as for those not chosen. The log should show: that each MWBE firm was contacted twice by two different methods (e.g., fax and phone); who was spoken to; what was said; and the final outcome of the solicitation.
  6. A description of any contract documents, plans, or specifications made available to MWBEs for purposes of soliciting their bids and the date and manner in which these documents were made available. Specifically, include information on the scope of work in the contract and a breakout of tasks or equipment, such as a schedule of values for a construction contract or a proposal or excerpt from a professional services agreement.
  7. Documentation of any negotiations between you, the Contractor, and the MWBEs undertaken for purposes of complying with your MWBE participation goals.
  8. Any other information you deem relevant which may help us in evaluating your request for a waiver. Examples may include sign-in sheets from any pre-bid meetings where MWBE firms were invited, attendance at MWBE forums, etc.
  9. The Project Manager and/or the DEEO reserve the right to request additional information and/or documentation.
- Note:** Unless a Total Waiver has been granted, Firms will be required to submit all reports and documents pursuant to the provisions set forth in the procurement and/or contract, as deemed appropriate by Erie County, to determine MWBE compliance. In cases where Erie County accepts a full or partial waiver of MWBE participation goals, the waiver request approval will be added to your file.

**SIGNATURE**

**Prime Contractor Acknowledgement:**  I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and that all M/WBE subcontractors will perform a commercially useful function.

**Prime Contractor/Contractor's Authorized Representative's Name (Please Type):**

**Date:**

**Prime Contractor/Contractor's Authorized Representative's Signature:**

**Erie County Division of Equal Employment Opportunity  
 Minority- & Women- Owned Business Enterprise (M/WBE) Utilization Plan & Waiver Request**

SECTION 4: DIVISION OF EQUAL EMPLOYMENT OPPORTUNITY INFORMATION (FOR THE DEEO USE ONLY)			
<b>DEEO Director:</b>	<b>Email:</b>	<b>Phone #:</b>	
<b>Signature DEEO Director:</b>		<b>Date:</b>	
<b>DEEO Director Acknowledgement:</b> <input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.			
<b>Complete if applicable:</b>			
<b>DEEO Director/Authorized Rep.:</b>		<b>Title:</b>	
<b>Email:</b>		<b>Phone #:</b>	
<b>Signature of DEEO Representative:</b>		<b>Date:</b>	
<b>DEEO Representative Acknowledgment:</b> <input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.			
<b><u>Comments:</u></b>			

**APPENDIX "B"**

**COUNTY OF ERIE – DEPARTMENT OF PUBLIC WORKS BUILDING PERMIT  
APPLICATION AND INSURANCE REQUIREMENTS**

Exhibit 1B – Building Permit Application

Exhibit 2B – Contractor Insurance Requirements





## Building Permit Application

**ECDPW Building Permit No.**

### Part I: General Information

#### 1. Project Location and Information

Project Name:
Name and Address:
Building Name:

#### 2. Architect/Engineer (Prime)

Name:
Address:
City, State, Zip: Phone Number:

#### 3. Contractor

Name:
Address:
City, State, Zip: Phone Number:

#### 4. Type of Construction or Improvement

<input type="checkbox"/> New Building: Proposed use is			
<input type="checkbox"/> Conversion:	Current use is	Proposed use is	
<input type="checkbox"/> Addition	<input type="checkbox"/> Alteration	<input type="checkbox"/> Repair/Replacement	<input type="checkbox"/> Relocation
<input type="checkbox"/> Demolition	<input type="checkbox"/> Sign	<input type="checkbox"/> Fence	<input type="checkbox"/> Equipment
<input type="checkbox"/> Other (Describe)			

**NOTE: AN INCOMPLETE APPLICATION MAY DELAY THE TIMELY ISSUANCE OF YOUR PERMIT; PLEASE ENTER N/A IF A SECTION IS NOT APPLICABLE**

**5. Use and Occupancy Classification**

<input type="checkbox"/> Assembly Group <b>A</b>	<input type="checkbox"/> Business Group <b>B</b>	<input type="checkbox"/> Education Group <b>E</b>	<input type="checkbox"/> Factory Group <b>F</b>
<input type="checkbox"/> High-Hazard Group <b>H</b>	<input type="checkbox"/> Institutional Group <b>I</b>	<input type="checkbox"/> Mercantile Group <b>M</b>	<input type="checkbox"/> Residential Group <b>R</b>
<input type="checkbox"/> Storage Group <b>S</b>	<input type="checkbox"/> Utility Group <b>U</b>		

If Assembly, Factory, High-Hazard, Institutional, Residential or Storage indicate Group subcategory type (e.g. Assembly A4) and Describe:

**6. Special Inspections Required (3<sup>rd</sup> Party)  N/A**

<input type="checkbox"/> Electrical	<input type="checkbox"/> Mechanical	<input type="checkbox"/> Plumbing	<input type="checkbox"/> Geotechnical
<input type="checkbox"/> Foundations	<input type="checkbox"/> Compaction	<input type="checkbox"/> Steel	<input type="checkbox"/> Equipment
<input type="checkbox"/> Asbestos	<input type="checkbox"/> Hazardous Materials	<input type="checkbox"/> Medical Specialties	<input type="checkbox"/> Other:
<input type="checkbox"/> Chapter 17 – Structural Tests and Special Inspections			

**7. Dimensions of EXISTING Buildings:**

Description:	Width:	Length:	Height:	No. of Stories:

**8. Dimensions of NEW Buildings:**

Description:	Width:	Length:	Height:	No. of Stories:

**9. Lot Dimensions:**

Description:	Width:	Length:	Height:	No. of Stories:

**NOTE: AN INCOMPLETE APPLICATION MAY DELAY THE TIMELY ISSUANCE OF YOUR PERMIT; PLEASE ENTER N/A IF A SECTION IS NOT APPLICABLE**



**10. Description of Project: (If need additional space please attach sheets to application). For any mixed occupancy, specify in detail the nature and extent of each use.**


**11. Estimated Project Cost**

Cost of the work to be performed, <b>excluding</b> land costs:
--

**CONTINUE TO PART TWO: DO NOT WRITE BELOW THIS LINE – OFFICIAL USE ONLY**

Date Received:	Received by:	Forwarded to (for review):
<b>Additional Approvals needed:</b>		
<input type="checkbox"/> Historic Preservation	<input type="checkbox"/> Environmental Impact Statement	<input type="checkbox"/> Engineering:
<input type="checkbox"/> Attorney:	<input type="checkbox"/> Other (explain):	<input type="checkbox"/> None

**Part II: Not Used**

**Part III: Project Location and Details**

1. This application must be accompanied by two complete sets of plans and specifications. Depicting the scope of the work to be performed.
2. Location of the proposed structure or addition showing the number of stories and all exterior dimensions.
3. The distance of the proposal from all lot lines and any structure including neighboring structures.
4. The depth of the proposed foundation or footers.
5. The maximum percentage of the lot to be covered by building(s).
6. The Water Supply is:  Municipal Water     Existing Well     New Well
7. Site is:  Within Flood Plain     **Not** within Flood Plain  
 Designated as a Wetland     **Not** Designated as a Wetland

**NOTE: AN INCOMPLETE APPLICATION MAY DELAY THE TIMELY ISSUANCE OF YOUR PERMIT; PLEASE ENTER N/A IF A SECTION IS NOT APPLICABLE**

8. A drawing showing the existing conditions surrounding the project area. The drawing must include but not limited to adjacent: locations, exiting requirements, fire separations and functional areas, etc. Indicate with sufficient clarity and detail the nature and extent of the work proposed and its context. Failure to do so will interrupt the approval process until all the pertinent information is received.
9. Architectural and/or Engineered drawings are required. Drawings need to be prepared by a New York registered Architect or Licensed Professional Engineer. When the project floor area exceeds fifteen hundred (1,500) square feet and/or the project costs twenty thousand (\$20,000) dollars or more.

#### **Part IV: Notices (Read before signing):**

1. Work conducted pursuant to a building permit must be visually inspected by the Code Enforcement Official and must conform to the New York State Uniform Fire Prevention and Building Code, and all applicable local, County of Erie, state and federal: laws, codes, rules and regulations.
2. In the event that there are changes to the scope of work that has been approved on the building permit, the Erie County Department of Public Works, Office of the Commissioner **must be notified immediately** of the same.
3. Prior to the start of Demolition activities the potential for exposure to asbestos and any other hazardous materials must be identified. Accordingly, an abatement plan that complies with New York State Department of Labor rules must be implemented.
4. It is the owner's responsibility to contact the Erie County Department of Public Works, Office of the Commissioner at (716) 858-8301 (Monday through Friday from 8am to 4pm) at least **72** hours before the owner and/or contractor wishes to have an inspection conducted. Inspections will be performed by appointment only. More than one inspection may be necessary. This is especially true for "internal work" which will eventually be covered from visual inspection by additional work (i.e. electrical work later to be covered by a wall).

#### **Part V: Inspections (Read before signing):**

1. **PROVISIONS SHALL BE MADE FOR INSPECTION OF THE FOLLOWING ELEMENTS OF THE CONSTRUCTION PROCESS, WHERE APPLICABLE:**
  - a. Work site prior to the issuance of a permit
  - b. Fire rated construction
  - c. Footing and foundations
  - d. Fire rated penetrations
  - e. Preparation for concrete slab
  - f. Solid fuel burning heating appliances, chimneys, flues or gas vents
  - g. Framing
  - h. Energy code compliance

**NOTE: AN INCOMPLETE APPLICATION MAY DELAY THE TIMELY ISSUANCE OF YOUR PERMIT; PLEASE ENTER N/A IF A SECTION IS NOT APPLICABLE**

- i. Rough-in of all building systems, including but not limited to: Electrical, Plumbing, Gas or Fuel Piping, Security, HVAC, Temperature Controls, etc.
  - j. A final inspection after all work authorized by the building permit has been completed
2. DO NOT PROCEED TO THE NEXT STEP OF CONSTRUCTION IF SUCH "INTERNAL WORK" HAS NOT BEEN INSPECTED. Otherwise, work may need to be removed at the contractor's expense to conduct the interior inspection. Close coordination with the Erie County Department of Public Works, Office of the Commissioner will greatly reduce this possibility.
3. All permitted electrical work to be performed will be inspected by a certified independent third party having the prior approval of the Department of Public Works. Such inspections shall be paid for by the Contractor.
4. Owner hereby agrees to allow the Erie County Department of Public Works, Office of the Commissioner to inspect the sufficiency of the work being done pursuant to this permit, provided however, that such inspection(s) is (are) limited to the work being conducted pursuant to this permit and any other non work related violations which are readily discernible from such inspection(s).
5. New York State law requires contractors to maintain Worker's compensation and Disability Insurance for their employees. The contractor, as part of their Building Permit Application, shall submit copies of their NYS Workmen's Compensation and NYS Worker's Disability Insurance Certificates on the prescribed New York State forms. The County also requires Certificates of Insurance as limited on the attached Schedule for Contractors performing work on County property whether contracted by the County or third party. Please use the attached Standard Insurance Certificate with the "County of Erie, 95 Franklin St, Buffalo, NY 14202" listed as Certificate Holder.
6. All drawings and specifications submitted with a Building Permit Application for a Building Permit shall bear the seal and signature of a NYS Registered Design Professional per the requirements of NYS law. Building Permit Applications submitted without the seal and signature of a registered NYS Design Professional will be returned as incomplete.
7. If a Certificate of Occupancy is required, the structure shall not be occupied until said certificate has been issued.
8. Work undertaken pursuant to this permit is conditioned upon and subject to any State and Federal regulations relating to Asbestos Material and any other Hazardous Material.
9. This permit does not include any privilege of encroachment in, over, under, or upon any city street or right-of-way.
10. The building permit card must be displayed so as to be visible from the street nearest to the site of the work being conducted.

**NOTE: AN INCOMPLETE APPLICATION MAY DELAY THE TIMELY ISSUANCE OF YOUR PERMIT; PLEASE ENTER N/A IF A SECTION IS NOT APPLICABLE**

I, \_\_\_\_\_, the above named applicant, hereby attest that I am the contractor for the above referenced project and affirm under the penalty of perjury that all statements made by me on this application are true.

(Contractor Signature)

Date:

**Please Return Completed Application to:**

**Erie County  
Department of Public Works  
95 Franklin Street, Room 1400  
Buffalo, NY 14202**

**DO NOT WRITE BELOW THIS LINE – OFFICIAL USE ONLY**

Application Approved

Date:

Permit Number:

Permit issued by:

Date:

**CERTIFICATE OF OCCUPANCY OR COMPLIANCE MUST BE OBTAINED BEFORE OCCUPANCY USE.**

Certificate of Occupancy or Use by:

Date:

Application Denied by:

Date:

**NOTE: AN INCOMPLETE APPLICATION MAY DELAY THE TIMELY ISSUANCE OF YOUR PERMIT; PLEASE ENTER N/A IF A SECTION IS NOT APPLICABLE**

**INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE**

- I Insurance shall be procured and certificates delivered before commencement of work or delivery of merchandise or equipment.
- II CERTIFICATES OF INSURANCE
  - A Shall be made to the "County of Erie, 95 Franklin St, Buffalo NY, 14202"
  - B. Coverage must comply with all specifications of the contract.
  - C. Must be executed by an insurance company, agency or broker, which is licensed by the Insurance Department of the State of New York. If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.
- III Forward the completed certificate to: County of Erie, (Department or Division) responsible for entering into the agreement for construction, purchase, lease or service.
- IV Minimum coverage with limits are as follows:

Vendor Classification	A Construction and Maintenance	B Purchase or Lease of Merchandise or Equipment	C Professional Services	D Property Leased To Others Or Use Of Facilities Or Grounds	E Concessionaires Services	F Livery Services	G All Purposes Public Entity Contracts
Commercial Gen Liab.	\$1,000,000 per occ.	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000	\$1,000,000 CSL	\$1,000,000	\$1,000,000 CSL
General Aggregate	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
Products Completed Operations Liability	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
Blanket Broad Form Contractual Liability	INCLUDE						
Contractual Liability		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Broad Form P.D.	INCLUDE						
X.C.U. (explosion, collapse, Underground)	INCLUDE						
Liquor Law				INCLUDE	INCLUDE		
Auto Liab.	\$1,000,000 CSL		\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Hired	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Non-Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Excess/Umbrella Liab.	\$5,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$5,000,000	\$1,000,000
Worker's Compensation & Employer's Liability	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Disability Benefits	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Professional Liability			\$5,000,000				
Erie County, To Be Named Add'l Insd.	Gen. Liab., Auto Liab., & Excess	Broad Form Vendors May Be Required	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess

- V. Construction contracts require excess Umbrella Liability limits of \$5,000,000.
- VI Coverage must be provided on a primary-non contributory bases.
- VII. Designated Construction Project General Aggregate Limit Per Project Endorsement CG 25 03 is required.  
In the event the concessionaire is required to have a N.Y.S. license to dispense alcoholic beverages an endorsement for liquor liability is VIII required.
- IX. Waiver of Subrogation: Required on all lines unless noted
- X Transportation of people in buses, vans or station wagons requires \$5,000,000 excess liability.
- XI. Workers Compensation: State Workers' Compensation / Disability Benefits Law  
Use Applicable Certificates Below

**Workers Compensation Forms**

CE-200	Exemption
C105.2	Commercial Insurer
SI-12	Self Insurer
GSI-105.2	Group Self Insured
U-26.3	New York State Insurance Fund

**DBL (Disability Benefits Law) Forms**

CE-200	Exemption
DB-120.1	Insurers
DB-155	Self Insured

- XII. The "ACORD" form certificate may be used in place of the County of Erie Standard Insurance Certificate, provided that all of the above referenced requirements are incorporated into the "ACORD" form certificate

**NOTE: AN INCOMPLETE APPLICATION MAY DELAY THE TIMELY ISSUANCE OF YOUR PERMIT; PLEASE ENTER N/A IF A SECTION IS NOT APPLICABLE**



**INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE**

I. Insurance shall be procured and certificates delivered before commencement of work or delivery of merchandise or equipment.

II. **CERTIFICATES OF INSURANCE**

A. Shall be made to the "County of Erie, 95 Franklin St, Buffalo NY, 14202"

B. Coverage must comply with all specifications of the contract.

C. Must be executed by an insurance company, agency or broker, which is licensed by the Insurance Department of the State of New York. If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.

III. Forward the completed certificate to: County of Erie, (Department or Division) responsible for entering into the agreement for construction, purchase, lease or service.

IV. Minimum coverage with limits are as follows:

Vendor Classification	A Construction and Maintenance	B Purchase or Lease of Merchandise or Equipment	C Professional Services	D Property Leased To Others Or Use Of Facilities Or Grounds	E Concessionaires Services	F Livery Services	G All Purposes Public Entity Contracts
Commercial Gen. Liab.	\$1,000,000 per occ.	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000	\$1,000,000 CSL	\$1,000,000	\$1,000,000 CSL
General Aggregate	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
Products Completed Operations Liability	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
Blanket Broad Form Contractual Liability	INCLUDE						
Contractual Liability		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Broad Form P.D.	INCLUDE						
X.C.U. (explosion, collapse, Underground)	INCLUDE						
Liquor Law				INCLUDE	INCLUDE		
Auto Liab.	\$1,000,000 CSL		\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Hired	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Non-Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Excess/Umbrella Liab.	\$5,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$5,000,000	\$1,000,000
Worker's Compensation & Employer's Liability	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Disability Benefits	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Professional Liability			\$5,000,000				
Erie County, To Be Named Add'l Insd.	Gen. Liab., Auto Liab., & Excess	Broad Form Vendors May Be Required	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess

V. Construction contracts require excess Umbrella Liability limits of \$5,000,000.

VI Coverage must be provided on a primary-non contributory bases.

VII. Designated Construction Project General Aggregate Limit Per Project Endorsement CG 25 03 is required.

In the event the concessionaire is required to have a N.Y.S. license to dispense alcoholic beverages an endorsement for liquor liability is

VIII. required.

IX. Waiver of Subrogation: Required on all lines unless noted

X Transportation of people in buses, vans or station wagons requires \$5,000,000 excess liability.

XI. Workers Compensation: State Workers' Compensation / Disability Benefits Law

Use Applicable Certificates Below:

**Workers Compensation Forms**

**DBL (Disability Benefits Law) Forms**

CE-200	Exemption
C105.2	Commercial Insurer
SI-12	Self Insurer
GSI-105.2	Group Self Insured
U-26.3	New York State Insurance Fund

CE-200	Exemption
DB-120.1	Insurers
DB-155	Self Insured

XII. The "ACORD" form certificate may be used in place of the County of Erie Standard Insurance Certificate, provided that all of the above referenced requirements are incorporated into the "ACORD" form certificate.







## **Pay Equity Certification on County Contracts**

During the term of this Contract, the Awardee shall comply with Executive Order 13 (2014), and the Awardee shall make such records available, upon request, to the County's Division of Equal Employment Opportunity for review. The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Awardee, its offices and facilities, for the purpose of verifying information supplied in the Erie County Equal Pay Certification and for any other purpose reasonably related to confirming the Awardee's compliance with Erie County Executive Order No. 13 (2014). Violation of the provisions of Executive Order 13 (2014), which is attached hereto and made a part hereof, can constitute grounds for the immediate termination of this contract and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.

# **Executive Order #013**

## **Pay Equity Certification on County Contracts**

**WHEREAS**, federal law, including the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964 and Federal Executive Order 11246 of September 24, 1965 (Equal Employment Opportunity) (together "Federal Equal Pay Law"), requires that men and women in the same workplace be given equal pay for equal work; and

**WHEREAS**, Section 194 of New York State Labor Law ("NYS Equal Pay Law") prohibits compensating men and women differently for the same work; and

**WHEREAS**, on average, a full-time working woman in New York State earns just 85 cents for every dollar that a man earns and the pay gap is even greater for African-American and Latina women; and

**WHEREAS**, females make up nearly fifty-two percent of Erie County's population; and

**WHEREAS**, women make up nearly half of the U.S. labor force and are a growing number of breadwinners in their families; and

**WHEREAS**, this pay differential shortchanges women and their families by thousands of dollars a year, and potentially hundreds of thousands of dollars over a lifetime, presenting a lifelong threat to those families' economic security and reducing their earnings through Social Security and other post retirement plans; and

**WHEREAS**, poverty is recognized as a leading cause of or contributing factor to many social problems, including but not limited to substance abuse, domestic violence, child abuse, improper nutrition, obesity, improper health care and criminal conduct; and

**WHEREAS**, the impact of pay differentials is exacerbated as workers age, causing underpaid workers to disproportionately rely upon various forms of public support in their retirement years; and

**WHEREAS**, pay inequity can significantly impact the County, necessitating the provision of various public subsidies for low income residents and leading to the lack of receipt of income by women residents which would be spent in our local economy; and

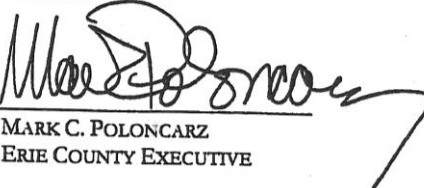
**WHEREAS**, through the enforcement of current state and federal laws that ban unequal pay for equal work, Erie County can help ameliorate the many negative consequences of pay inequality, thereby improving the lives of those who might otherwise be underpaid, strengthening families and protecting children, and

reducing the demand for public services, all positively impacting county, state and federal budgets.

**NOW, THEREFORE, I MARK C. POLONCARZ**, Erie County Executive, by virtue of the authority vested in me by the Erie County Charter § 302, do hereby order as follows:

1. It is ordered that on and after January 1, 2015, all Erie County offices, departments and administrative units, including but not limited to the Division of Purchase, fully implement a requirement in all bids, requests for proposals and other contract solicitations that the contractor submit an Erie County Equal Pay Certification which certifies the contractor's compliance with Federal Equal Pay Law and New York State Equal Pay Law (together, the "Equal Pay Laws"). Such certification shall be required prior to execution of the contract; and it is,
2. Further ordered that such certification shall include a representation by the contractor that it has not been the subject of an adverse finding under the Equal Pay Laws within the previous five years and shall include disclosure of any currently pending claims against the contractor; and it is,
3. Further ordered that violation of any provision of the Equal Pay Laws during the effective period of such a contract or the filing of a false or misleading Erie County Equal Pay Certificate may constitute grounds for immediate termination of such a contract; and it is,
4. Further ordered that violation of any provision of the Equal Pay Laws during the effective period of such a contract or the filing of a false or misleading Erie County Equal Pay Certificate may constitute grounds for determining a bidder or responder is not qualified to participate in future County contracts; and it is,
5. Further ordered that the Law Department prepare an Erie County Equal Pay Certification for use by Erie County offices, departments and administrative units and assure compliance with this Executive Order in the contract approval process; and it is,
6. Further ordered that the County Division of Equal Employment Opportunity ("EEO") establish a procedure for compliance monitoring and periodic auditing of certification records; and it is,

**GIVEN**, under my hand and the Privy Seal of the County of Erie in the City of Buffalo this 28<sup>th</sup> day of October, in the year two thousand fourteen.

COUNTY OF ERIE  
BY:   
MARK C. POLONCARZ  
ERIE COUNTY EXECUTIVE



APPENDIX "C"

COUNTY OF ERIE – EXECUTIVE ORDER NO.13 – PAY EQUITY CERTIFICATION ON  
COUNTY CONTRACTS



**APPENDIX "D"**

**COUNTY OF ERIE – EXECUTIVE ORDER NO. 18 – FIRST SOURCE HIRING POLICY  
FOR COUNTY CONSTRUCTION PROJECTS**

Exhibit 1 - Executive Order # 18 Policy

Exhibit 2 - Executive Order # 18 Rules and Regulations

Exhibit 3 – Executive Order # 18 Monitoring and Reporting Requirements

Exhibit 4 – List of First Source Zip Codes





**RULES AND REGULATIONS IMPLEMENTING  
ERIE COUNTY EXECUTIVE MARK C. POLONCARZ ORDER #18**

**PURPOSE**

The Erie County Attorney's Office promulgates these Rules and Regulations pursuant to Section 5 of Erie County Executive Mark C. Poloncarz Order #18 dated September 27, 2017 ("EO #18"). These Rules and Regulations are intended to articulate guidelines for implementing the provisions of EO #18 as they relate to those Erie County construction projects.

**DEFINITIONS**

1. **ERIE COUNTY CONSTRUCTION PROJECT** shall mean construction projects bid by Erie County and located within the geographic boundaries of Erie County which involve an expenditure of \$250,000 or more and which utilize not less than three construction workers to complete the project.
2. **CONSTRUCTION SUBCONTRACT** shall mean any subcontract entered into by a contractor working on an Erie County Construction Project which, by its terms, engages such subcontractor to provide work hours on an Erie County Construction Project.
3. **CONTRACTOR OR SUBCONTRACTOR** shall mean a contractor or subcontractor that directly employs construction workers who provide work hours on an Erie County Construction Project.
4. **CONSTRUCTION WORKER** shall mean a laborer, workman or mechanic who resides in the local labor area (Erie County, Niagara County, Chautauqua County, Cattaraugus County, Allegany County, Wyoming County, Genesee County, Orleans County) and is directly involved in the construction, reconstruction, improvement, rehabilitation, installation, alteration, renovation, demolition or otherwise providing for any building, facility, roads, highways, bridges, or physical structure of any kind, but does not include professional services employees.

**APPLICATION**

All Erie County Construction Projects ("Project" or "Projects") as defined above are subject to the provisions of EO #18. The Commissioner or his/her Designee or the Division Head or his/her Designee of the Erie County Department or Division who solicits a bid for an Erie County Construction project ("the Commissioner") must, with the aid of the County Attorney when necessary, determine on a case by case basis the applicability of EO #18 to a given project. In order for a project to be subject to EO #18, the Commissioner must make the following findings:

1. **Location:** The Commissioner must find that work on a project will take place solely within the geographic boundaries of Erie County.

2. **Monetary Threshold:** The Commissioner must find that the cost of a project meets or exceeds \$250,000. In determining whether a project meets the expenditure threshold of \$250,000, the Commissioner shall calculate the total cost of the project based on the successful bidder's final bid submission. A project previously exempt because it did not meet the monetary threshold of \$250,000 may become subject to EO #18 because an amendment, modification, renewal, or extension increases the total cost of the project. In that case, the Commissioner will have the authority to unilaterally amend the project contract(s) to include the standard EO #18 contract language and certification specifically delineated below.
3. **Work Force Threshold:** The Commissioner must find that no less than three construction workers will be utilized by contractor and/or subcontractor for the completion of the project. In determining whether a project utilizes at least three construction workers to complete the Project, the Commissioner shall rely on the statement of work force contained within the attestation required by the mandatory request for bid language specifically delineated below. A project previously exempt because it did not meet the work force threshold may become subject to EO #18 because of an increase in work force during the course of work on the project. In that case, the Commissioner shall have the authority to unilaterally amend the project contract(s) to include the standard EO #18 contract language and certification specifically delineated below.

## **REQUEST FOR BID LANGUAGE**

The Commissioner shall include the following language in all construction project Requests for Bids.

**ERIE COUNTY EXECUTIVE ORDER #18:** The project contemplated by this Request for Bids may be subject to Erie County Executive Order #18 which is attached hereto along with its Rules and Regulations for reference as Exhibit \_\_\_\_\_. The Erie County Department or Division letting the contract will advise the successful bidder if it must comply with Executive Order #18 at the time of award. All bids must include a verified attestation of intent to comply and statement of work force. Such attestation and statement is attached hereto as Exhibit \_\_\_\_\_. Any bids received which do not include such attestation or include an incomplete attestation will be deemed non-compliant and will not be considered for award. Be advised that the Contractor will be required to provide monthly reports demonstrating good faith efforts to meet the work force requirements using LCPtracker software.

## **CONTRACT LANGUAGE**

The Commissioner shall include the following language in all award contracts for construction projects determined to be subject to EO #18.

**ERIE COUNTY EXECUTIVE ORDER #18:** The Commissioner or Division Director of the Erie County Department or Division letting the contract has determined that the project

contemplated herein is subject to the provisions of Erie County Executive Order #18 which is attached hereto for reference as Exhibit \_\_\_\_\_. Prior to the final execution of this Agreement, Contractor shall furnish to the County a fully executed and verified Local and Disadvantaged Worker Compliance Certification. A fillable Certification is attached hereto as Exhibit \_\_\_\_\_. Contractor will be required to provide monthly reports demonstrating good faith efforts to meet the work force requirements using LCPtracker software. Contractor shall make such records as deemed necessary available upon request to the Erie County Division of Equal Employment Opportunity for review. The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Contractor, for the purpose of verifying information supplied in the Local and Disadvantaged Worker Compliance Certification and for any other purpose reasonably related to confirming Contractor compliance with Erie County Executive Order #18. Notwithstanding any other termination provisions contained herein, violations of the provisions of Executive Order #18 will constitute grounds for immediate termination of the underlying contract and shall further result in the Contractor being deemed a non-responsible bidder for a period of twelve months. Once grounds for immediate termination are established, actual contract termination will be at the discretion of Erie County.

## **WAIVER PROCESS**

When a Commissioner determines that a project is subject to the provisions of EO #18, he/she shall notify the successful bidder of such determination at the time of award. The successful bidder shall then have the opportunity to submit a partial waiver request to the Erie County Division of Equal Employment Opportunity for consideration. Waiver requests shall be made in writing and directed to the Erie County Division of Equal Employment Opportunity at 95 Franklin Street, Room 625, Buffalo, NY 14202 "Attention Director". In order to prevent undue project delays, any such request shall be made as soon as the successful bidder is aware that it cannot meet the full requirements of EO #18. Should a partial waiver be requested such request shall state which EO #18 requirement(s) cannot be met and shall further indicate how the successful bidder intends to partially comply. All waiver requests shall contain a narrative of the efforts employed by the successful bidder in attempting to comply with EO #18 by recruiting construction workers to work on the subject project and the reasons why such efforts were only partially successful. At a minimum, these efforts must include and the narrative must state the following:

- 1) Where a successful bidder has, through collective bargaining agreements or other legally binding agreements, any exclusive hiring arrangements with local unions such successful bidder must attempt to meet the mandates of EO #18 by following the hiring process outlined in their respective exclusivity agreements. The narrative provided in connection with any waiver request will describe the process followed and the results of those efforts. Where a successful bidder has no exclusive hiring agreements in place or where a successful bidder is unable to comply with EO #18 after following their exclusive hire process, such successful bidder must proceed to follow steps 2 through 4 below.
- 2) Posting the job opening(s) for construction worker(s) on or with each of the following:

- A) The New York State Department of Labor Database used by the Buffalo and Erie County Workforce System ([www.jobzone.ny.gov](http://www.jobzone.ny.gov))
  - B) The People United for Sustainable Housing located at 271 Grant Street, Buffalo, NY 14213
  - C) At least one private staffing firm to aid Contractor in locating qualified candidates
  - D) Any other staffing organization or web site if so directed by the Erie County Commissioner of Public Works
- 3) All job opening(s) posted pursuant to Section one above must be posted for a period of at least ten (10) consecutive calendar days. Proof of publication must be included in all waiver requests.
- 4) The narrative provided with a waiver request shall state the number of candidates found via the job postings that would aid Contractor in meeting the requirements of EO #18, the number of those candidates that were subsequently interviewed for the opening(s), and if such candidates were not hired, the narrative shall include the reason(s) why the candidates were found to be unsuitable for the position(s).
- 5) A copy of the waiver request shall be sent to the Project Manager/Point of Contact in the Erie County Department of Public Works located at 95 Franklin Street, 14<sup>th</sup> Floor, Buffalo, NY 14202

If the Erie County Division of Equal Employment Opportunity determines that a successful bidder has demonstrated a good faith effort to comply in whole with the provisions of EO #18, and yet for reasons delineated in its request still cannot do so, a partial waiver shall be granted to the successful bidder.

### **SPECIALIZED WORK EXEMPTION**

Certain Erie County Construction Projects require the use of workers who possess specialized skills, training, or formal certification/licensing in order to complete the contemplated work. When a Commissioner or Director of an Erie County Department or Division believes that there are an insufficient number of construction workers that meet EO#18 requirements and possess the unique qualifications necessary to complete such specialized work, he/she may request a specialized work exemption from the Erie County Division of Equal Employment Opportunity. Where granted, a specialized work exemption removes the mandates of EO #18 in whole or in part for a given project.

A request for a specialized work exemption shall be made in writing by the commissioner or director bidding the subject project. The request shall be directed to the Erie County Division of Equal Employment Opportunity at 95 Franklin Street, Room 625, Buffalo, NY 14202 "Attention Director" and must include a narrative describing what the specialized work involves, what portion of the project such specialized work is needed for, the particular skills, training, or formal

certification/licensing needed to perform the work, and the steps taken to determine if workers meeting EO #18 requirements have the necessary expertise. Upon receipt of a specialized work exemption request, the Equal Employment Opportunity Director shall form an ad hoc committee, and select its members, in order to review the request and either grant or deny the specialized work exemption.

The specialized work exemption committee shall consist of four members to include the commissioner or director of the department or division bidding the project, the involved project manager, and one respective representative from the Erie County Department of Law and the Erie County Division of Equal Employment Opportunity. The committee shall convene as soon as practicable to consider the specialized work exemption request. In making a determination, the committee shall consider all information presented to it and shall solicit further information from any source available in order to aid in its deliberations. A determination as to whether or not to grant the specialized work exemption shall be made within a reasonable time so as not to frustrate the bidding process for the contemplated project. The committee's determination shall be memorialized in writing and shall include its specific findings and the information upon which such findings were made.

Where the committee finds that a specialized work exemption is warranted, a notice to bidders shall be included in the project bid specifications which shall clearly indicate what portion of the project is exempt from the provisions of EO #18 and shall further indicate that the remaining work, if any, may still be subject to EO #18. Where there is work remaining outside of the granted exemption, the attestation of work force must be completed to include that portion of work which falls outside of the exemption.

## **COMPLIANCE**

The Director of the Erie County Division of Equal Employment Opportunity shall ensure that all contractors and subcontractors working on a Project as defined herein are in compliance with EO #18 or are in compliance with the provisions of any duly granted partial waiver or have been granted a full waiver.

## **PENALTY FOR NONCOMPLIANCE**

Any failure to adhere to Erie County Executive Order #18 or the Rules and Regulations contained herein shall cause Contractor to be deemed noncompliant. Such noncompliance shall constitute grounds for immediate termination of the underlying contract and shall further result in the Contractor being deemed a non-responsible bidder for a period of twelve months. Once grounds for immediate termination are established, actual contract termination will be at the discretion of Erie County.

**County of Erie Executive Order No. 18  
Monitoring and Reports**

All EMPLOYER/EMPLOYEE information reviewed or gathered, including Social Security Numbers, as a result of ERIE COUNTY'S Division of Equal Employment Opportunity (DEEO) monitoring and enforcement activities will be held confidential in accordance with all County, State and Federal confidentiality and privacy laws and used only for the purposes that it was reviewed or gathered.

- A. The Division of Equal Employment Opportunity (DEEO) shall monitor all Projects as authorized by Executive Order No. 18. The DEEO will require the following:
1. CONTRACTOR and Subcontractor whose projects are subject to ERIE COUNTY Executive Order No. 18 are to utilize their Certified Payroll Records when reporting their workforce compliance. That of the total work hours performed by residents of New York State on an Erie County construction project 100% are worked by residents of the Local Labor Area and 70% are worked by residents of the County of Erie.
  2. Monthly LCPTTracker Reports to determine if the CONTRACTOR and/or Subcontractor's workforce is in compliance with the submitted Agreement and that Monthly Compliance Reports identify residents of Erie County who reside in zip codes with a poverty rate of 30% or higher, and/or, in any ratio, disadvantaged workers who reside in Erie County. (***A disadvantaged worker is (1) a resident who has a household income below 50% of the Area Median Income (AMI); or (2) has been released from prison within the last 10 years, or (3) participates in the Temporary Assistance for Needy Families Program; or (4) participates in the Supplemental Nutrition Assistance Program; or (5) has been unemployed for at least 12 consecutive months.***)
  3. Receive LCPTTracker Reports; inspect certified payroll, personnel records and any other records or information necessary to ensure the required workforce utilization is in compliance with the EC Executive Order No. 18.
  4. Conduct desk reviews of Monthly Compliance Reports.
  5. Monitor and complete statistical reports that identify the overall project, contractor, and subcontractors' hiring or hours worked percentages in accordance with meeting Executive Order No. 18 stated requirements.
  6. Provide formal notification of non-compliance with the required workforce percentages or any alleged breach of Executive Order No. 18 to all contracting agencies, and stakeholders.

**B. PENALTIES**

Willful breach of the Executive Order No. 18 by the CONTRACTOR, failure to submit the Contract Compliance Reports via LCPTTracker, deliberate submission of falsified data, or failure to reach specific hiring or hours worked requirements may result in:

1. Erie County immediate termination of the underlying contract.
2. The CONTRACTOR being deemed a non-responsible bidder for a period of twelve months.

**ERIE COUNTY DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

**EO #18 - EXHIBIT # 4**

**First Source Policy Targeted Zip Codes – Erie County Zip Codes with 20% Poverty Rate or Higher:**

<b>Zip Code</b>	<b>Area</b>
14201	Buffalo – Peace Bridge to Chippewa
14203	Buffalo – Downtown and the Outer Harbor
14204	Buffalo – Fruit Belt to the Old First Ward
14206	Cheektowaga
14207	Buffalo
14208	Buffalo
14209	Buffalo
14210	Buffalo
14211	Buffalo, Cheektowaga and Sloan – Kensington and Bailey
14212	Buffalo and Cheektowaga – Central Terminal and Broadway
14213	Buffalo – Peace Bridge to Buffalo State
14214	Buffalo – Delaware Park to UB (East Side)
14215	Buffalo and Cheektowaga – Intersection of Bailey Ave. and Route 33
14218	City of Lackawanna
14061	Farnham
14169	Wales Center





**COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

**SUPPLEMENTARY GENERAL CONDITIONS**

The following supplements modify the "GENERAL CONDITIONS OF THE CONTRACT". Where a portion of the General Conditions is modified or deleted by these Supplementary General Conditions, the unaltered portions of the General Conditions shall remain in effect.

**Item -1: SECTION 3 – RELATIONS AMONG OWNERS, CONTRACTOR AND ARCHITECT/  
ENGINEER**

**3.14 Delete and replace with the following: "3.14 OWNER'S RIGHT TO TERMINATE  
CONTRACT AND COMPLETE THE WORK**

A. The County, upon ten (10) days notice to the Contractor, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the Contractor shall be compensated and the County shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination at the values established under the approved Schedule of Values. Upon receipt of notice that the County is terminating this Agreement in its best interests, the Contractor shall stop work immediately and incur no further costs in furtherance of this Agreement without the express approval of the Commissioner of Public Works, and the Contractor shall direct any approved sub contractor to do the same.

In the event of a dispute as to the value of the Work rendered by the Contractor prior to the date of termination, it is understood and agreed that the Commissioner shall determine the value of such work rendered by the contractor. The Contractor shall accept such reasonable and good faith determination as final.

B. In the event the County determines that there has been a material breach by the Contractor of any of the terms of the Agreement and such breach remains uncured for forty-eight (48) hours after service on the Contractor of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement and the County shall have the right, power and authority to complete the Work provided for in this Agreement, or contract for its completion, and any additional expense or cost of such completion shall be charged to and paid by the Contractor. Without limiting the foregoing, upon written notice to the Contractor, repeated breaches by the Contractor of duties or obligations under this Agreement shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure."



**APPENDIX "E"**

**COUNTY OF ERIE – CONTRACT REFERENCE DOCUMENTS**

Exhibit 1 – Example Agreement

Exhibit 2 – Example Performance and Labor Bond



**COUNTY OF ERIE  
DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

DPW PROJECT #      YEAR-LOCATION-#  
VENDOR #

**AGREEMENT**

This Agreement made as of the \_\_\_\_ day of \_\_\_\_\_, 2020 by and between the County of Erie, a municipal corporation of the State of New York, having its principal place of business at The Edward A. Rath, County Office Building, 95 Franklin Street, Buffalo New York 14202, hereinafter called "County" and **AWARDEE (VENDOR)** having its principal office at **VENDOR ADDRESS, CITY, STATE, ZIP** hereinafter called the "Contractor".

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

**For the County:**  
Erie County Department of Public Works  
95 Franklin Street, Suite 1400  
Buffalo, New York 14202

**For the Contractor:**  
**VENDOR NAME**  
**VENDOR ADDRESS**  
**CITY, STATE ZIP**

WITNESSETH That whereas the County intends to do **DISCIPLINE** construction work in connection with the **PROJECT NAME**, located at **PROJECT ADDRESS** hereinafter called the "Project" in accordance with the Contract Documents prepared by **AE DESIGN FIRM**, having its principal offices at **AE ADDRESS**.

NOW, THEREFORE, The County and the Contractor for the consideration hereinafter set forth, agree as follows:

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

**Addendum # 1    DATE**  
**Addendum # 2    DATE**

**COMPLETION TIME:** Work shall commence immediately upon receipt of written Notice to Proceed and shall progress pursuant to the provisions set forth in the agreement. The Contractor hereby agrees substantially complete with the work of this agreement **within 000 calendar days** from the date of issuance of the Notice to Proceed.

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

**COUNTY OF ERIE  
DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

**AGREEMENT AMOUNT:** The County agrees to pay and the Contractor agrees to accept, in full payment for the performance of this Agreement, the total amount of: **AMOUNT LONG WRITTEN Dollars (\$00.00)**. And be funded from **SAP Account(s) X.00000**.

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

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

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

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

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

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

**COUNTY OF ERIE  
DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

**EXECUTIVE ORDER No. 13 (2014):** The Contractor shall comply with Erie County Executive Order 13 (2014) and agrees to complete the Certificate collectively attached hereto **as Appendix “C”** and made a part hereof. The Contractor shall make such records available, upon request, to the County’s Division of Equal Employment Opportunity for review. The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Contractor, its offices and facilities, for the purpose of verifying information supplied in the Erie County Equal Pay Certification and for any other purpose reasonably related to confirming the Contractors’ compliance with Erie County Executive Order 13 (2014). Notwithstanding the termination provisions contained herein, violation of the provisions of Executive Order 13 (2014) , may constitute grounds for the immediate termination of this Agreement and may constitute grounds for determining that the Contractor is not qualified to participate in future County contracts.

**EXECUTIVE ORDER No. 18 (2017):** The Commissioner or Division Director of the Erie County Department or Division letting the contract has determined that the project contemplated herein is subject to the provisions of Erie County Executive Order #18. Prior to the final execution of this Agreement, Contractor shall furnish to the County a fully executed and verified *Local and Disadvantaged Worker Compliance Certification*. A fillable Certification is included in **Appendix “D”**. Contractor shall make such records as deemed necessary available upon request to the Erie County Division of Equal Employment Opportunity for review. The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Contractor, for the purpose of verifying information supplied in the Local and Disadvantaged Worker Compliance Certification and for any other purpose reasonably related to confirming Contractor compliance with Erie County Executive Order #18. Notwithstanding any other termination provisions contained herein, violations of the provisions of Executive Order #18 will constitute grounds for immediate termination of the underlying contract and shall further result in the Contractor being deemed a non-responsible bidder for a period of twelve months. Once grounds for immediate termination are established, actual contract termination will be at the discretion of Erie County.

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

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

**COUNTY’S RIGHT TO TERMINATE:**

a. The County, upon ten (10) days’ notice to the Contractor, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the Contractor shall be compensated and the County shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination at the values established under the approved Schedule of Values. Upon receipt of notice that the County is terminating this Agreement in its best interests, the Contractor shall stop work immediately and incur no further costs in furtherance of this Agreement without the express approval of the Commissioner of Public Works, and the Contractor shall direct any approved sub-contractor to do the same. In the event of a dispute as to the value of the Work rendered by the Contractor prior to the date of termination, it is understood and agreed that the Commissioner shall determine the value of such Work rendered by the Contractor. The Contractor shall accept such reasonable and good faith determination as final.

**COUNTY OF ERIE  
DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

b. In the event the County determines that there has been a material breach by the Contractor of any of the terms of the Agreement and such breach remains uncured for forty-eight (48) hours after service on the Contractor of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement and the County shall have the right, power and authority to complete the Work provided for in this Agreement, or contract for its completion, and any additional expense or cost of such completion shall be charged to and paid by the Contractor. Without limiting the foregoing, upon written notice to the Contractor, repeated breaches by the Contractor of duties or obligations under this Agreement shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure.

**SPECIAL PROVISIONS:** The County and the Contractor mutually agree that this Agreement shall be subject to the following Special Provision:

**The Contractor agrees that he will hold all of the Alternate and/or Unit Prices appearing in the PROJECT PROPOSAL, “Appendix A”, for the duration of the Agreement with Owner. All materials and workmanship shall be in strict accordance with specifications and drawings. The Owner, reserves the right to either accept or reject any or all of the Alternate and/or Unit Prices in the PROJECT PROPOSAL, “Appendix A”. The total amount of the contract as heretofore states, shall be accordingly increased or decreased, as the case may be.**

**INSURANCE:** During the term of this Agreement, the Contractor agrees to maintain insurance coverage consistent with the insurance requirements attached hereto and incorporated herein as **Schedule B**. Contractor agrees to name the “County of Erie” as an additional insured on all such insurance policies, and to provide to the County Attorney certificate(s) of insurance evidencing such insurance coverage prior to the commencement of any work on the Project. All insurance certificates shall be subject to approval by the office of the County Attorney.

**CONFIDENTIALITY:** The County agrees to assist the Contractor with the scope of work described in the Contractor’s Contract by providing applicable drawing files that may include but not be limited to; drawings, specifications, approved submittals and any other reasonable information necessary to perform the Contractor’s scope of work. Any and all information provided to the Contractor by The County or the Design Consultant, shall be defined as “Confidential Information”.

Contractor hereby agrees to maintain any Confidential Information received or learned in preparation of the underlying scope of work, (a) in confidence to the same extent the Contractor maintains its own proprietary industrial information of similar kind and value (but at a minimum the Consultant shall use commercially reasonable efforts); (b) the Contractor agrees not to disclose such Confidential Information to any Third Party without prior consent of the County; and (c) not use such Confidential Information for any purpose except those permitted by this Agreement.

**RESOLUTION:** This Agreement is made and executed pursuant to resolutions of **the Erie County Legislature adopted on the 00 day of MONTH, YEAR being Communication Number 00E-00**, copy(ies) of which are annexed hereto.



**COUNTY OF ERIE  
DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

This Agreement document, together with the Contract Documents listed on page A2 of the Agreement constitutes the sole and complete agreement and understanding between the Parties.

County of Erie

**VENDOR NAME**

\_\_\_\_\_  
Mark Poloncarz/Lisa Chimera  
County Executive/Deputy County Executive  
Dated: \_\_\_\_\_

\_\_\_\_\_  
Print Name:  
Title:  
Date:

\_\_\_\_\_  
95 Franklin Street  
BUSINESS ADDRESS

\_\_\_\_\_  
**VENDOR ADDRESS**  
BUSINESS ADDRESS

Buffalo NY 14202  
\_\_\_\_\_  
CITY STATE ZIP

CITY STATE ZIP  
\_\_\_\_\_  
CITY STATE ZIP

**APPROVED AS TO CONTENT**  
*Electronically Signed*

**APPROVED AS TO FORM**  
*Electronically Signed*

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

Document No. \_\_\_\_\_  
ASSISTANT ERIE COUNTY ATTORNEY  
COUNTY OF ERIE, STATE OF NEW YORK

**CORPORATE ACKNOWLEDGEMENT**

State of New York )  
County of )

On the \_\_\_ day of \_\_\_\_\_, 2020, before me personally came \_\_\_\_\_,  
to me known who, being by me duly sworn, did depose and say that he reside(s) in \_\_\_\_\_  
\_\_\_\_\_ ; that he is the \_\_\_\_\_ of \_\_\_\_\_, the  
corporation described in and which executed the above instrument; that he knows the seal of said corporation;  
that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of  
directors of said corporation, and that he signed his name thereto by like authority.

\_\_\_\_\_  
Notary Public

Re: PROJECT I.D.



**COUNTY OF ERIE  
DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

**PERFORMANCE AND LABOR AND MATERIAL PAYMENT BOND**

PROJECT No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, That we, \_\_\_\_\_  
of \_\_\_\_\_ (hereinafter called Principal) and the  
\_\_\_\_\_ a corporation of the State of \_\_\_\_\_  
having its principal office in the City of \_\_\_\_\_ and authorized to do business in the State of New  
York (hereinafter called Surety) and held and firmly bound unto the County of Erie, State of New York (hereinafter called  
Obligee), in the amount of \_\_\_\_\_  
(\$ \_\_\_\_\_) Dollars, lawful money of the United States of America, for the payment of which the  
Principal and the Surety hereby bind themselves, their heirs, executors, administrators, successors and assigns jointly and  
severally, firmly by these presents.

WHEREAS, the above bounden Principal has by written agreement dated \_\_\_\_\_ 20\_\_ entered into a  
contract with the Obligee for \$ \_\_\_\_\_ which contract and documents included therein by reference  
made a part hereof (hereinafter called Contract), covering the following project, \_\_\_\_\_

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

1. Well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extensions thereof that may be granted by the Obligee, with or without notice to the Surety, and during the life of any guarantee required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all modifications of said Contract that may hereafter be made, with or without notice to the Surety.
2. Promptly make payment to all persons having a direct contract with the Principal or with a subcontractor of the Principal supplying labor and material in the prosecution of the work provided for in said Contract and any and all modifications of said Contract that may hereinafter be made, notice of which modifications to the Surety being hereby waived; then this obligation shall be void, otherwise to remain in full force and effect.

**COUNTY OF ERIE  
DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

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

1. That all persons who have supplied labor and material as aforesaid shall have a direct right of action hereunder against the Principal and the Surety subject, however, to the prior right of the Obligee to recover hereunder on account of any loss or damage caused to it by the failure of the Principal to perform the Contract as aforesaid.
2. The Surety for value received hereby stipulates and agrees, if requested to do so by the Obligee, to fully perform and complete the work and furnish the materials mentioned and described in said contract pursuant to terms, conditions, and covenants thereof, if for any cause said principal fails or neglects to so fully perform said work; the said Surety further agrees to commence said work of completion twenty (20) days after notice thereof from the Obligee.
3. That the Obligee shall notify the Surety by registered letter, addressed and mailed to its Home Office, of any breach of said-Contract within sixty (60) days after such breach shall have come to the knowledge of the Obligee (Owner)
4. That the Surety shall not be liable hereunder for any damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.
5. That no suit, action or proceedings, for loss or damage caused by a breach of any of the conditions of this bond shall be brought against the Surety by the Obligee after one (1) year from the day of final acceptance of the work by the Owner.
6. That no suit, action or proceedings for loss caused by the failure of the Principal to pay all persons supplying labor and material in the prosecution of the work under said Contract shall be brought against the Surety after six (6) months from the day on which final payment of the Contract is made.

Signed, sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
(Principal) (seal)

\_\_\_\_\_  
(Principal) (seal)

By \_\_\_\_\_ (seal)  
President, Vice President, Secretary-Treasurer  
(Surety)

## SECTION 011500 - APPLICATION FOR PAYMENT

### PART 1 – GENERAL

#### 1.1 RELATED DOCUMENTS

- A. The Contractor for this work shall be held to have read: all of the Bidding Requirements, all of the County of Erie General Conditions, the Supplementary General Conditions, Information for Bidders, Division 1 and Contract Proposal Forms before submitting a tender for the proposed work, and in the execution of the work, he will be bound by all of the conditions and requirements therein.
- B. Drawings and general provisions of the Contract, Division 01 Specification Sections, apply to this Section. All work shall comply with the New York State Uniform Fire Prevention and Building Code, latest edition.

#### 1.2 GENERAL REQUIREMENTS

- A. The Contractor shall submit an Application for Payment in accordance with the requirements stated in the General Conditions of the Contract Specifications and as specified in the Project Manual.
- B. Prime Contractor to submit a list of emergency contacts of on-site personnel to contact in the event of an emergency prior to commencing work.
- C. All documents required summarized herein are to be submitted to the Owner and the Architect/ Engineer via email or postal mail. The County will not approve pencil copies verbally. See Section 1.3 Review Procedure below for pencil copy procedure.
- D. During Construction, Monthly Applications for Payment can be approved at a construction progress meeting as scheduled and documented in the Meeting Minutes or by written approval via email or other means as determined by the Owner.

#### 1.3 REVIEW PROCEDURE

- A. The Contractor shall submit a Schedule of Values in the 'Request For Payment Worksheet' format included within this specification to the Owner and the Architect/ Engineer for review and approval prior to submitting any pencil copy for approval or formal billing for any work.
  - a) All items already listed in the template provided shall be included as line items accordingly.
  - b) ALL subcontractors with their associated scope of work broken down by line item (row) shall be included as shown in the template provided in the attached. This includes all work that the prime contractor anticipates to be subcontracted to complete the project scope.
    - i. In the event a subcontractor has yet to be identified by the prime contractor, the anticipated scope of work for a subcontractor(s) shall be provided and broken down

- by line (row) item as shown to the best of the prime contractor's knowledge. The eventual subcontractor(s) used to complete a given scope of work can be listed on future payment applications once a subcontractor is identified by the prime contractor.
- ii. Work cannot be billed for until the subcontractor (if applicable) is identified for that specific scope/ portion of work related to the project on the Schedule of Values.
- B. The Contractor, Architect/Engineer, Construction Inspector, and Construction Manager (when applicable) must review and approve all Preliminary Requests for Payment (Pencil Copies) prior to submission of the Monthly Application for Payment.
- a. Pencil copy Requests for Payment attempting to forecast work yet to be completed (billing projections) will not be reviewed
  - b. The Contractor shall submit the pencil copy to the Owner and the Architect/ Engineer, billing for the work completed within the month prior, by the 15<sup>th</sup> of each month. At the contractor's discretion and as authorized by the Owner, the Contractor may request to have the pencil copy submission date(s) and/or billing period for prior work completed modified.
- C. After the Pencil Copies are approved, the Contractor shall forward the formal Monthly Application for Payment with all the required documents to the Architect/Engineer.
- D. The Architect/Engineer must review the Applications for Payment to ensure that they are mathematically accurate and that all the required documents are included.
- E. If any of the required documentation is missing or inaccurate, the Owner reserves the right to reject the Application for Payment return to the Contractor. Such action will be recorded in the minutes of the Project Meeting and/or notified by the Owner by email. The Owner is under no obligation to provide a list of missing items but may do so as a courtesy.
- a. Rejected Applications for Payment must be corrected and re-submitted to the Architect/Engineer for approval.
- F. If the required documentation is complete and accurate the Monthly Application for Payment will be approved and submitted processing once signed by all parties; The Owner, Contractor, Architect/Engineer, Construction Inspector, and Construction Manager (when applicable).
- G. The Department of Public Works, Office of the Commissioner will receive and log-in the approved Monthly Application for Payment when received.

#### 1.4 REQUIRED DOCUMENTS

- A. The Contractor's Monthly Application for Payment **must include** one (1) set of originals comprised of the following:
1. Invoice: Printed on the Prime Contractor's own Letterhead.
  2. Certificate for Payment: Signature sheet for payment certification and approval.

3. Request for Payment Worksheets: Labor and material costs itemized by Specification Division of Work and/or separated by scope of work of subcontractors.
  4. Contractor's & Sub-Contractor's Payment Certification (CPC-1 form): To be completed separately by Prime Contractor and ALL associated Sub-Contractors. This includes Sub-Contractors to the Prime Contractor as well as any associated Sub-Contractors to Sub-Contractors associates with the project.
    - a. Note that Sub-Contractor(s) and named on the Prime Contractor's CPC form must also complete this form separately. Sub-Contractors to Sub-Contractors to the Prime Contractor also need to complete a separate form.
  5. MBE/WBE/SDVOB Utilization Forms: Part B - at 30% completion, Part C - at 75% completion to be completed by Prime Contractor.
    - a. MBE/WBE/SDVOB Utilization Forms as required are included within the General Conditions – Appendix A
  6. Certified Payroll Records, from each Prime Contractor and from each Sub-Contractor associated with the project: Certified Payroll Records are to be submitted electronically via LCP Tracker per the General Conditions included as part of this project manual.
    - a. All contractors, including any associated subcontractor performing work on the project, are to submit certified "Non-performing weeks" if no work was performed. This is for all weeks for each (sub)contractor applicable to their respective scope of work from the when work commences to when the work is completed.
    - b. When each respective (sub) contractor scope of work is complete, the certified payroll for the last week on the project is to be marked "Final" in LCPtracker.
  7. Certificate of Insurance for Stored Materials (when applicable): To be completed by Prime Contractor only when billing for stored materials not yet delivered to the jobsite, per sections 4.03, 5.02, and 7.02 of the General Conditions.
- B. The Contractor's **FINAL** Application for Payment including **retention only must include** one (1) set of originals comprised of the following:
1. Invoice: Printed on the Prime Contractor's own Letterhead.
  2. Certificate for Payment: Signature sheet for payment certification and approval.
  3. Request for Payment Worksheets: Labor and material costs itemized by Division of Work and/or separated by scope of work of subcontractors.
  4. Final Waiver of Lien and Claim (FW-1 form): Affix with Notary Stamp. To be completed by Prime Contractor and ALL associated Sub-Contractors.
  5. Form of Guarantee (F.G.-1 form): To be completed by Prime Contractor only.

6. Form of Affidavit For Final Payment (F.A.-1 form): To be completed by Prime Contractor only.
7. Public Improvement Contractor Certification (PICC-2 form): To be completed by Prime Contractor.
8. Public Improvement Contractor Certification (PICC-1 form): To be completed separately by all Sub-Contractors (if applicable).
9. MBE/WBE/SDVOB Utilization Form Part D - at 100% completion: To be completed by Prime Contractor only.
10. Executive Order 18 Workers Compliance Certification (EO18-1 form) (if applicable): To be completed by Prime Contractor only.
11. Apprenticeship Utilization Certification (AU-1 form) (if applicable): To be completed by Prime Contractor only.

**ALL SIGNATURES ON ALL FORMS NOTED ABOVE MUST BE ORIGINAL SIGNATURES**

**1.5 DISTRIBUTION**

- A. In addition to including MWBE/SDVOB forms with the payment application, the Prime Contractor must mail separately, one (1) copy of the MBE/WBE/SDVOB Utilization forms Part B, Part C, and Part D forms at 30% completion, 75% completion, and 100% completion respectively to the Erie County Division of Equal Employment Opportunity, 95 Franklin St., Buffalo, New York, 14202.
- B. If deemed applicable to the underlying project, the Prime Contractor and all subcontractors shall provide monthly reports demonstrating good faith efforts to meet the requirements outlined in Executive Order #18 dated September 27, 2017 and Local Law 3-2018 via LCPtracker.

**1.6 STANDARD FORMS**

- A. **THE ERIE COUNTY DEPARTMENT OF PUBLIC WORKS' STANDARD FORMS MUST BE USED IN ALL APPLICATIONS FOR PAYMENT. AIA (AMERICAN INSTITUTE OF ARCHITECTS) FORMS OR ANY OTHER FORMS WILL NOT BE ACCEPTED IN LIEU OF THE ABOVE. THE STANDARD FORMS ARE ANNEXED HERETO FOR CONTRACTOR'S REFERENCE AND USE.**





**SAMPLE INVOICE**  
(ON YOUR OWN LETTERHEAD)

**X.Y.Z. CO., INC.**

499 Elm Avenue  
P.O. BOX 9-C  
Buffalo, NY 14000  
Telephone: (716) 666-8888

Date: \_\_\_\_\_

Payment No.: \_\_\_\_\_

To: COUNTY OF ERIE  
DEPARTMENT OF PUBLIC WORKS – OFFICE OF THE COMMISSIONER  
14<sup>TH</sup> FLOOR  
95 FRANKLIN STREET, ROOM 1408  
BUFFALO, NY 14202

Re: PROJECT NAME: \_\_\_\_\_  
DPW PROJECT NO.: 2021-XXX-01  
BILLING PERIOD: From 1/1/2021 to: 1/31/2021

ORIGINAL CONTRACT AMOUNT:		\$	0.00
CHANGE ORDER:	NO.: _____	\$	0.00
	NO.: _____	\$	0.00
	NO.: _____	\$	0.00
CONTRACT SUM TO DATE:		\$	0.00

Total Complete to Date:	\$	0.00
Less 5% Retainage:	\$	0.00
Total Earned Less 5% Retainage:	\$	0.00
Less Previous Payments	\$	0.00
Current Amount Due:	\$	0.00

VENDOR NO: xxxxxx

CE/PO NUMBER: CE40000XXXXX

CONTRACT DOC NO: XX-XXX-PW

SAP WBS NO: X.XXXXXX.X

# CERTIFICATE FOR PAYMENT

**PROJECT NAME:** \_\_\_\_\_

**CONTRACTOR NAME:** \_\_\_\_\_

**DPW PROJECT NO.:** \_\_\_\_\_

**PAYMENT NO.:** \_\_\_\_\_

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Undersigned certifies to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

**AMOUNT CERTIFIED** .....\$ \_\_\_\_\_

Contractor Company Name	Contractor Representative's Name	Signature	Date
-------------------------	----------------------------------	-----------	------

Architect/Engineer Firm Name	Architect/Engineer Representative's Name	Signature	Date
------------------------------	--	-----------	------

**Erie County DPW**

Construction Inspector (Owner)	Construction Inspector (Owner) Name	Signature	Date
--------------------------------	-------------------------------------	-----------	------

**Erie County DPW**

Project Manager (Owner)	Project Manager (Owner) Name	Signature	Date
-------------------------	------------------------------	-----------	------

This Certificate is not negotiable. The **AMOUNT CERTIFIED** is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.







**COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

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

BILLING PERIOD (to match invoice): From: \_\_\_\_\_ to: \_\_\_\_\_

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

**I CERTIFY**

(1) That the following constitute all the sub-contractors employed by me on this work during the period covered by this request (any sub-contractor named below must also submit this form separately. If none, so state). If there are more contractors than lines shown below, please provide an attached list with the signed/ notarized form:

NAME	ADDRESS
_____	_____
_____	_____
_____	_____
_____	_____

(2) That the following constitute all claims by sub-contractors & suppliers for material, labor and/or supplies used by me on this work, which are due and payable and have not been paid (If none, so state):

NAME	ADDRESS	AMOUNT
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(3) That the following constitute all laborers employed by me on this work who are unpaid and the amount due each (If none, so state):

NAME	ADDRESS	AMOUNT
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

Dated: \_\_\_\_\_ CONTRACTOR: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

State of New York }  
County of Erie }

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

\_\_\_\_\_  
Commissioner of Deeds or Notary Public, Erie County







## FINAL WAIVER OF LIEN AND CLAIM

To: County of Erie

(Owner)

From:

(Name of Contractor Company)

(Address of Contractor Company)

Project:

The undersigned Contractor, Subcontractor or Supplier Company (hereinafter "Contractor"), for and in consideration of the sum of \$ \_\_\_\_\_ being payment for any and all work performed, services rendered and / or materials furnished with respect to the aforementioned Project, under all contracts, orders and instructions, including extras, written, and for other goods and valuable consideration paid by Owner, the receipt and sufficiency of which is hereby acknowledged, hereby covenants and warrants:

1. Contractor does hereby waive, release and relinquish any and all claims, demands and rights of lien to the extent of the amount shown hereon and previously paid for all work, labor, materials, machinery or other goods, equipment or services done, performed or furnished for the construction located at the project described above.
2. Contractor warrants that it has not been delayed in the performance of its works to date and that it has incurred no extra costs in connection herewith. The undersigned specifically waives, relinquishes and releases any and all claims incurred or alleged in connection with its work to date except only those claims, if any, previously denominated as claims and warrants and represents that any and all valid labor and / or materials and equipment bills, now due and payable, on the project herein above described on behalf of the undersigned have been paid in full to date of this waiver, or will be paid from these funds.
3. Contractor hereby agrees to indemnify and defend the Owner and to hold them free and harmless from any and all loses, claims, damages and expenses, including attorney's fees, arising directly or indirectly from any inaccuracy recited in the facts herein, from any failure to the Contractor to pay in full all sums due its laborers, subcontractors, material men and suppliers on the project, or from any liens against the project moneys filed by any such laborer, subcontractor, material men or suppliers.

Total Contract to Date: \$ \_\_\_\_\_

Due on Total Contract (after above payment): \$ \_\_\_\_\_

Contractor

Notary Public

Sworn to before me on this \_\_\_\_\_ Day of \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

(Affix Notary Stamp)

OFFICE OF THE COMPTROLLER

PUBLIC IMPROVEMENT CONTRACT CERTIFICATION

Name of Project: \_\_\_\_\_

Prime Contractor Certification

1. I am an officer of \_\_\_\_\_ and am duly authorized to make this affidavit on behalf of the prime contractor on public contract No. \_\_\_\_\_.
2. I fully comprehend the terms and provisions of Section 220-a of the New York State Labor Law.
3. Except as herein stated, there are no amounts due and owing to or on behalf of laborers employed on the project by the contractor. (Set forth any unpaid wages and supplements; if none, so state.)

Name	Amount
_____	_____
_____	_____
_____	_____

4. The contractor hereby files every verified statement required to be obtained by the contractor from the subcontractor(s).
5. Upon information and belief, except as stated herein, all laborers (exclusive of executive or supervisory employees) employed on the project have been paid the prevailing wage and supplements for their services through \_\_\_\_\_ (if more than one subcontractor, list name and date separately), the last day worked on the project by their subcontractor(s). Set forth any unpaid wages and supplements; if none, so state and utilize clause 6.

Name	Amount
_____	_____
_____	_____
_____	_____

6. The contractor has no knowledge of amounts owing to or on behalf of any laborers of its subcontractor(s).
7. Pursuant to Section 223 of the New York State Labor Law, the contractor shall be responsible if the State Commissioner of Labor determines that wages and/or supplements were not paid or provided to employees of its subcontractor(s) in accordance with the appropriate schedule.

COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER

I have read the foregoing statements and any schedules attached hereto and know the contents thereof, and I hereby verify that the same is true of my own knowledge, except that the statement with respect to wages and supplements owing by subcontractor is certified upon information and belief.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

ACKNOWLEDGEMENT:

STATE OF NEW YORK  
COUNTY OF \_\_\_\_\_:SS: \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_

before me personally came \_\_\_\_\_ to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
County

If this affidavit is verified by an oath administered by a notary public in a foreign county other than Canada, it must be accompanied by a certificate authenticating the authority of the notary who administers the oath. (See CPLR Sect. 2309 (c); Real Property Law, Sect. 311, 312.)



**OFFICE OF THE COMPTROLLER**

**PUBLIC IMPROVEMENT CONTRACT CERTIFICATION**

Subcontractor Certification

Name of Project: \_\_\_\_\_

1. I am an officer of \_\_\_\_\_  
a subcontractor on public contract no. \_\_\_\_\_ and I am duly authorized to make this affidavit on behalf of the firm.
2. I make this affidavit in order to comply with the provisions of Section 220-a of the New York State Labor Law.
3. On \_\_\_\_\_ we received from \_\_\_\_\_, the prime contractor, a copy of the initial/revised schedule of wages and supplements.  
Prevailing Rate Schedule Case Number \_\_\_\_\_ (PRC) specified in the public improvement contract.
4. I have reviewed such schedule(s) and agree to pay the applicable prevailing wages and to pay or provide the supplements specified therein.

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Title

ACKNOWLEDGEMENT:

STATE OF NEW YORK  
COUNTY OF \_\_\_\_\_ :SS: \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ before me personally came  
\_\_\_\_\_ to me known and known to me to be the person described in  
and who executed the foregoing instruction and acknowledged that he executed the same.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
County

TRAUTMAN ASSOCIATES  
EMERGENCY EGRESS & SYSTEMS  
BUFFALO & ERIE COUNTY CENTRAL LIBRARY  
ONE LAFAYETTE SQUARE BUFFALO NEW YORK 14202  
EC DPW PROJECT NO. 2020-812-05  
TA PROJECT 20042

ERIE COUNTY DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER

If this affidavit is verified by an oath administered by a notary public in a foreign county other than Canada, it must be accompanied by a certificate authenticating the authority of the notary who administers the oath. (See CPLR Sect. 23099c); Real Property Law, Sect. 311, 312.)

**FORM OF GUARANTEE**

DATE OF SUBSTANTIAL COMPLETION: \_\_\_\_\_

BUILDING: \_\_\_\_\_

OWNER: COUNTY OF ERIE

Gentlemen:

The undersigned guarantees the \_\_\_\_\_ work  
(type of work)

for the \_\_\_\_\_ under its contract  
(name of project)

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

by: \_\_\_\_\_  
(Name of Architect or Engineer)

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

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

all of the \_\_\_\_\_ work covered  
(type of work)

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

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

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

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

\_\_\_\_\_  
Contractor

By: \_\_\_\_\_

Witness: \_\_\_\_\_ Date: \_\_\_\_\_

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





FORM OF AFFIDAVIT

FOR FINAL PAYMENT

STATE OF NEW YORK

COUNTY OF ERIE

\_\_\_\_\_ being duly sworn, deposes and  
says that (s)he is the contractor for \_\_\_\_\_ in the  
(kind of work)  
construction of \_\_\_\_\_  
(Name of Project)  
for COUNTY OF ERIE, the Owner; and says that (s)he is the

\_\_\_\_\_  
(President or Vice President)

\_\_\_\_\_  
(Secretary or Treasurer)

of \_\_\_\_\_ the contracting corporation.  
(Name of Firm)

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

(IF NONE, SO STATE)

\_\_\_\_\_  
(Name of Contractor)

"SEAL"

By \_\_\_\_\_

Sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public or Commissioner of Deeds

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



**APPRENTICESHIP UTILIZATION**  
**CERTIFICATION FOR FINAL PAYMENT**

STATE OF NEW YORK

COUNTY OF ERIE

\_\_\_\_\_ being duly sworn, deposes and says that he is the Contractor for the work associated with \_\_\_\_\_

\_\_\_\_\_ for the COUNTY OF ERIE, the Owner; and says that he is the \_\_\_\_\_  
\_\_\_\_\_, the contracting company.

Deponent certifies that in accordance with Erie County Local Law 3-2018, \_\_\_\_\_% is the final percentage of persons participating in an apprenticeship program that the undersigned employed in the performance of this Contract.

Deponent further states that he has read the above statement and knows the content thereof, and that the same is true of his own knowledge.

\_\_\_\_\_  
(Name of Contractor)

“CORPORATE  
SEAL”

By \_\_\_\_\_

Sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public or Commissioner of Deeds



**COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

**ERIE COUNTY LOCAL AND DISADVANTAGED  
WORKER COMPLIANCE CERTIFICATION**

In order to comply with Erie County Executive Order #18 dated September 27, 2017 we hereby make the following certification for the \_\_\_\_\_ project:  
(name of project)

\_\_\_\_\_ 1) We hereby certify that, including any and all subcontracted work hours used on the project, we are in full compliance with Erie County Executive Order #18.

OR,

\_\_\_\_\_ 2) We hereby certify that on \_\_\_\_\_, \_\_\_\_\_ we submitted a partial waiver request to the Erie County Office of Equal Employment Opportunity. Such request for partial waiver was granted on \_\_\_\_\_, \_\_\_\_\_. The conditions granted to us under this partial waiver allow for

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
We further certify that we are in compliance with all conditions granted to us under this partial waiver.

We understand that this certification is a material component of this contract. Violation of the provisions of Executive Order #18 will constitute grounds for the immediate termination of this Agreement and will further result in the Contractor being deemed a non-responsible bidder for a period of twelve months. Once grounds for immediate termination are established, actual contract termination will be at the discretion of Erie County.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

**Verification**

STATE OF NEW YORK    )  
COUNTY OF ERIE       ) SS:

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

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

Sworn to before me this \_\_\_\_\_  
Day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public

**EXECUTIVE ORDER NO. 18**  
**ERIE COUNTY LOCAL AND DISADVANTAGED**  
**WORKER COMPLIANCE CERTIFICATION – WAIVER REQUEST**

COMPANY: \_\_\_\_\_  
PROJECT NAME: \_\_\_\_\_  
PROJECT NUMBER: \_\_\_\_\_  
ADDRESS / PHONE: \_\_\_\_\_

**Waiver Request Requirements are as follows:**

1. Contractor has made a good faith effort to meet the requirements of Executive Order No. 18.
2. This waiver request form is to be accompanied with a detailed description of reasons to grant the waiver request on company letterhead per the requirements included in the Rules and Regulations “Waiver Process”.
3. In the event Contractor is seeking a waiver due to **workforce** challenges, Contractor must provide proof of the following:
  - a. Job postings per the Rules and Regulations and a description of candidate responses; and/or
  - b. A copy of the company’s collective bargaining or other legally binding agreement(s) (i.e. union signatory agreements or exclusivity agreements, etc.) and a description of how Contractor attempted to meet E.O. 18 requirements via this hiring process.
4. In the event Contractor is seeking a waiver due to **specialized work**, Contractor must provide a description of the specialized work, the particular skills and/or licenses required to complete such work and the reasons why a waiver is needed.
5. If a partial waiver is granted, Contractor is required to be in full compliance with the adjusted requirements.

A waiver provided for Executive Order No. 18, is hereby requested on the grounds that we have met the job posting requirements of the waiver process and are seeking a reduction of the following workforce requirements:

<b><u>Percentage Required</u></b>	<b><u>Percentage Requested</u></b>
Local Labor (100%):	_____
Erie County (70%):	_____
Disadvantaged (30%):	_____

-OR-

A waiver provided for Executive Order No. 18, is hereby requested due to the nature of specialized work and the revised dollar amounts of the contract are proposed to be as follows:

Original Awarded Contract Value: \$ \_\_\_\_\_

Proposed Decrease in Contract Value subject to EO 18 requirements: \$ \_\_\_\_\_  
(if requesting partial waiver)

Revised Contract Value subject to subject to EO 18 requirements: \$ \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

**FOR ERIE COUNTY APPROVAL:**

\_\_\_\_\_  
Office of Equal Employment Opportunity

\_\_\_\_\_  
Erie County Department Representative

## SECTION 011000 - SUMMARY

### 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. Section Includes:
  - 1. Project information.
  - 2. Work covered by Contract Documents.
  - 3. Access to site.
  - 4. Coordination with occupants.
  - 5. Work restrictions.
  - 6. Specification and drawing conventions.
  - 7. Miscellaneous provisions.
- B. Related Requirements:
  - 1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

#### 1.3 PROJECT INFORMATION

- 1. The project consists of upgrades to the Buffalo and Erie County Central Library located at 1 Lafayette Square, Buffalo, New York 14202.
- B. Owner: Erie County Department of Public Works, 14<sup>th</sup> Floor, Rath County Office Building, 95 Franklin Street, Buffalo, NY 14202.
  - 1. Owner's Representative: Ms. Amanda Apante
- C. Architect: Trautman Associates, 37 Franklin Street, Buffalo, NY 14202.
  - 1. Contacts: Mr. James Radwan, AIA & Mr. Robert Radwan RA
    - a. Phone: (716) 883-4400
    - b. Fax: (716) 883-4268
    - c. Email: [jradwan@trautmanassociates.com](mailto:jradwan@trautmanassociates.com) & [rradwan@trautmanassociates.com](mailto:rradwan@trautmanassociates.com)

#### 1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Requirements and consists of the following but not necessarily limited to:
1. General Construction Work:
    - a. Replacement of door leafs, door frames, and hardware.
    - b. Disconnect existing ductwork as required to remove an existing door and frame.
    - c. Reconnecting existing ductwork as required after door and frame is installed.
    - d. Provide and install window film on doors, sidelights, and windows.
  2. Electrical Work:
    - a. Disconnect and remove existing equipment and devices as indicated on drawings.
    - b. Remove and replace existing exit signs, provide additional exist signs , provide heat and smoke detectors. as indicated on the contract drawings and specifications to provide a complete and operational system.
    - c. Refer to contract documents for additional information regarding scope of work.
  3. Time of Completion:
    - a. All work for all contracts shall be completed in 365 calendar days.

#### 1.5 WORK UNDER SEPARATE CONTRACTS

- A. General: Cooperate fully with separate contractors, so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract or other contracts. Coordinate the Work of this Contract with work performed under separate contracts.

#### 1.6 ACCESS TO SITE

- A. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
- B. Use of Site: Limit use of Project site to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
1. Limits: Confine construction operations to rooms indicated on the drawings.
  2. Driveways, Walkways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
    - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
    - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.



## 1.7 COORDINATION WITH OCCUPANTS

- A. Full Owner Occupancy: Owner will occupy site and building(s) during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.
1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
  2. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.
  3. All Prime Contractors shall use construction entrances as indicated in phasing plans. Entrances designated for owner's staff use are strictly for owner's use. If those entrances are used by Prime Contractors, they shall be cleaned on a regular basis of any debris and dust.
- B. Owner Limited Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Substantial Completion of the Work, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and limited occupancy shall not constitute acceptance of the total Work.
1. Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied prior to Owner acceptance of the completed Work.
  2. Obtain a Certificate of Occupancy from authorities having jurisdiction before limited Owner occupancy.
  3. Before limited Owner occupancy, plumbing, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will operate and maintain mechanical and electrical systems serving occupied portions of Work.
  4. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of Work.

## 1.8 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
- B. Employees to sign in at the Oak Street Building entrance Facilities Office each day prior to beginning work within the building and at the site.
- C. Employee Identification: Provide identification tags for contractor personnel working on project site. Require personnel to use identification tags at all times.
- D. On-Site Work Hours: Limit work in the existing building to normal business working hours of 7a.m. to 4 p.m., Monday through Friday, any work after 4:00pm. must be coordinated with the owner and the owner must be notified 48 hours prior to any request, except as otherwise indicated by the Buffalo and Erie County Central Library. Deliveries Monday thru Friday 7:30 am to 1:30pm. Contractors need to work with building owner as to when deliveries are arriving. Contractor must be on-site to accept deliveries. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner

or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:

1. Notify Owner not less than 48 hours in advance of proposed utility interruptions.
  2. Obtain Owner's written permission before proceeding with utility interruptions.
- E. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
1. Notify Owner not less than 48 hours in advance of proposed disruptive operations.
  2. Obtain Owner's written permission before proceeding with disruptive operations.
- F. Non-smoking Building: Smoking is not permitted within the building or within 50 feet of entrances, operable windows, or outdoor-air intakes.
- G. Controlled Substances: Use of tobacco products and other controlled substances within the existing building is not permitted.
- H. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times. All employees must sign in at the security office each morning prior to starting any work.

## 1.9 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
  2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
  2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.
  3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

TRAUTMAN ASSOCIATES  
EMERGENCY EGRESS & SYSTEMS  
BUFFALO & ERIE COUNTY CENTRAL LIBRARY  
ONE LAFAYETTE SQUARE BUFFALO NEW YORK 14202  
EC DPW PROJECT NO. 2020-812-05  
TA PROJECT 20042

**ERIE COUNTY DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**END OF SECTION 011000**

RMR 01/01/2024



## **SECTION 017700 – CLOSEOUT PROCEDURES**

### **PART I – GENERAL**

#### **1.1 SUMMARY**

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. Substantial Completion procedures.
  - 2. Final completion procedures.
  - 3. Warranties.
  - 4. Final cleaning.
  
- B. Related Section:
  - 1. Division 1 Section “Project Record Documents: for submitting Record Drawings, Record Specifications, and Record Product Data.
  - 2. Division 1 Section “Operation and Maintenance Data” for operation and maintenance manual requirements.
  - 3. All Divisions for “Demonstration and Training” for requirements for instructing Owner’s personnel.
  - 4. All Divisions for specific closeout and special cleaning requirements for the Work in those Sections.

#### **1.2 SUBSTANTIAL COMPLETION**

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete with request.
  - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
  - 2. Advise Owner of pending insurance changeover requirements.
  - 3. Submit specific warranties, workmanship bonds. Maintenance service agreements, final certifications, and similar documents.
  - 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  - 5. Prepare and submit Project Record Documents, operation and maintenance manual, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.

6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
  7. Make final changeover
  8. Complete startup testing of systems.
  9. Submit test/adjust/balance records.
  10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
  11. Advise Owner of changeover in hear and other utilities.
  12. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
  13. Complete final cleaning requirements, including touchup painting.
  14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issues.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
  2. Results of completed inspection will form the basis of requirements for final completion.

### 1.3 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining final completion, complete the following:
1. Submit a final Application for Payment according to Division 1 Section "Payment Procedures."
  2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
  3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
  4. Submit pest-control final inspection report and warranty.
  5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.

- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
  - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

#### **1.4 LIST OF INCOMPLETE ITEMS (PUNCH LIST)**

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
  - 1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
  - 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
  - 3. Submit list of incomplete items in the following format:
    - a. One electronic copy in Portable Data File (PDF) format provided to the Owner and Architect/ Engineer.

#### **1.5 WARRANTIES**

- A. Submittal Time: Submit written warranties per General Conditions of the Contract, specifically Section 4.09, on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
  - 1. Bind two sets of warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8 ½ - 11 inch paper.
  - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
  - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES", Project name, and name of contractor.

4. Provide one CD or USB flash drive to contain all scanned warranties and bonds. Assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide table of contents at beginning of document.

C. Provide additional copies of each warranty to include in operation and maintenance manuals.

## **PART 2 – PRODUCTS**

### **2.1 MATERIALS**

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
  1. Use cleaning products that meet Green Seal GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

## **PART 3 – EXECUTION**

### **3.1 FINAL CLEANING**

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with General Conditions of the Contract, specifically Section 4.08, all local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
  1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
    - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
    - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
    - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
    - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
    - e. Remove snow and ice to provide safe access to building.



- f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
  - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
  - h. Sweep concrete floors broom clean in unoccupied spaces.
  - i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
  - j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
  - k. Remove labels that are not permanent.
  - l. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
    - 1. Do not paint over "URL" and other required labels and identification, including mechanical and electrical nameplates
  - m. Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
  - n. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
  - o. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
  - p. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
  - q. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
  - r. Leave Project clean and ready for occupancy.
- C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid Project of rodents, insects, and other pests. Prepare a report.

**END OF SECTION 017700**

## **SECTION 012300 - ALTERNATES**

### **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. Section includes administrative and procedural requirements for alternates.

#### **1.3 DEFINITIONS**

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if the Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
  - 1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
  - 2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternates into the Work. No other adjustments are made to the Contract Sum.

#### **1.4 PROCEDURES**

- A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
  - 1. Include, as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation, whether or not indicated as part of alternate.
- B. Execute accepted alternates under the same conditions as other Work of the Contract.
- C. Schedule: A Part 3 "Schedule of Alternates" Article is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

## **PART 2 - PRODUCTS (Not Used)**

## **PART 3 - EXECUTION**

### **3.1 SCHEDULE OF ALTERNATES**

- A. Alternates No. EC-1 and EC-2: Replace fire alarm initiating and notification devices.

Base Bid: Remove and replace existing fire alarm initiating and notification devices as indicated on the drawings. Provide fire alarm initiating and notification devices as indicated on the Drawings G-001 thru E-702 and as specified in the project manual.

1. Alternate No. EC-1: ADD the removal and replacement of existing fire alarm initiating and notification devices on Tier Floor B as indicated as Alternate No. 1 on Drawings:  
E-104 STACK TIER B FLOOR PLAN  
and as specified in specification under "Section 283100.02 – Fire Detection and Alarm
2. Alternate No. EC-2: ADD the removal and replacement of existing fire alarm initiating and notification devices. on Tier Floor A as indicated as Alternate No. 2 on Drawings:  
E-102 STACK TIER A FLOOR PLAN  
and as specified in specification under "Section 283100.02 – Fire Detection and Alarm."

- B. Alternates No. GC-1 through GC-2 : Replace doors, frames, and hardware.

Base Bid: Remove and replace existing door leafs, frames, and associated hardware, as indicated on the drawings. Provide new door leafs, frames, and associated hardware as indicated on the Drawings G-001 thru E-702 and as specified in the project manual.

1. Alternate No. GC-1: ADD the removal and replacement of existing Penthouse and Upper Elevator Machine Room single doors #P1, #P4 & #P5; doors, frames, and associated hardware indicated as Alternate No. 3 on Drawings:  
A-106 PENTHOUSE FLOOR PLAN  
A-500 DOOR SCHEDULE AND DETAILS  
A-501 DETAILS  
and as specified in specification Sections under "Section 081743 – FRP Composite doors."

- 2 Alternate No. GC-2: ADD the removal and replacement of existing Oak Street doors G#8, G#9, & G#13; doors, frames, and associated hardware indicated as Alternate No. 4 on Drawings:
  - A-101 GROUND FLOOR PLAN
  - A-500 DOOR SCHEDULE AND DETAILS
  - A-501 DETAILSand as specified in specification under "Section 081743 – FRP Composite Doors."
  
- 3 Alternate No. GC-3: ADD the removal and replacement of existing Penthouse double doors #P2 & #P3; doors, frames, and associated hardware indicated as Alternate No. 5 on Drawings:
  - A-106 PENTHOUSE FLOOR PLAN
  - A-500 DOOR SCHEDULE AND DETAILS
  - A-501 DETAILSand as specified in specification under "Section 081743 – FRP Composite Doors."

**END OF SECTION 012300**

## **SECTION 017823 – OPERATIONS AND MAINTENANCE DATA**

### **PART I – GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawing and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

#### **1.2 SUMMARY**

- A. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
  - 1. Operation and Maintenance manuals for systems, subsystems, and equipment.
  - 2. Maintenance manuals for the care and maintenance of products, materials, and finishes.
- B. Related Sections include the following:
  - 1. Division 1 Section “Submittal Procedures” for submitting copies of submittals for operation and maintenance manuals.
  - 2. Division 1 Section “Closeout Procedures” for submitting operation and maintenance manuals.
  - 3. All Divisions Sections for specific operation and maintenance manual requirements for products in those Sections.

#### **1.3 DEFINITIONS**

- A. System: An organized collection of parts, equipment, or subsystems united by regular interaction
- B. Subsystem: a portion of a system with characteristics similar to a system.

#### **1.4 SUBMITTALS**

- A. Final Submittal: Submit each manual in electronic portable data file (pdf) format at least 15 days before final inspection to Architect/ Engineer of Record. Architect/ Engineer will return copy with comments within 15 days after final inspection.
  - 1. Correct or modify each manual to comply with comments provided by Architect/ Engineer. Submit one (1) hard copy and one (1) electronic copy in Portable Data File (pdf) format of

the corrected Operation & Maintenance Manual within 15 days of receipt of Architect's comments for submission to the Owner.

## **1.5 COORDINATION**

- A. Where operation and maintenance documentation includes information on installations by more than one factory-authorized service representative, assemble and coordinate information furnished by representatives and prepare manuals.

## **PART 2 – PRODUCTS**

### **2.1 MANUAL, GENERAL**

- A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following material, in the order listed:
  - 1. Title Page
  - 2. Table of Contents
  - 3. Manual Contents
- B. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:
  - 1. Subject matter included in manual
  - 2. Name and address of Project
  - 3. Name and address of Owner
  - 4. Date of submittal
  - 5. Name, address, and telephone number of Contractor
  - 6. Name and address of Architect
  - 7. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the column, and cross-referenced to Specification Section number in Project Manual.
  - 1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive Table of Contents for all volumes in each volume of the set.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystem, equipment, and components of one system into a single binder.

1. Binders: Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2- by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
  - a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
  - b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENACE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.
2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software diskettes for computerized electronic equipment.
4. Supplementary Text: Prepared on 8-1/2-by-11-inch, 20-lb/sq.ft. white bond paper.
5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text
  - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
  - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

## **2.2 OPERATION AND MAINTENACE MANUALS**

- A. Content: In addition to requirements in this Section, include operation and maintenance data required in individual Specification Sections and the following information:
  1. System, subsystem, and equipment descriptions
  2. Performance and design criteria if Contractor is delegated design responsibility
  3. Operating standards
  4. Operating procedures
  5. Wiring diagrams
  6. Control diagrams
  7. Piped system diagrams
  8. Precautions against improper use

9. License requirements including inspection and renewal dates
10. Warranty information

B. Descriptions: Include the following:

1. Product name and model number
2. Manufacturer's name
3. Equipment identification with serial number of each component
4. Equipment function
5. Operating characteristics
6. Limiting conditions
7. Performance curves
8. Engineering data and tests
9. Complete nomenclature and number of replacement parts

C. Operating Procedures: Include the following, as applicable:

1. Start-up procedures
2. Equipment or system break-in procedures
3. Routine and normal operating instructions
4. Regulation and control procedures
5. Instructions on stopping
6. Normal shutdown instructions
7. Seasonal and weekend operating instructions
8. Required sequences for electric or electronic systems
9. Special operating instructions and procedures

D. Systems and Equipment Controls: Describe the sequence of operations, and diagram controls as installed.

E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

F. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:

1. Standard printed maintenance instructions and bulletins
2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly
3. Identification and nomenclature of parts and components
4. List of items recommended to be stocked as spare parts



- G. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
1. Test and inspection instructions
  2. Troubleshooting guide
  3. Precautions against improper maintenance
  4. Disassembly; component removal, repair, and replacement; and reassembly instructions
  5. Aligning, adjusting, and checking instructions
  6. Demonstration and training videotape, if available
- H. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies
  2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance
- I. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- J. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.
- K. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
1. Include procedures to follow and required notifications for warranty claims.
- L. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include instructions and procedures for each type of emergency, and responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.
1. Include the following, as applicable:
    - a. Instructions on stopping
    - b. Shutdown instructions for each type of emergency
    - c. Operating instructions for conditions outside normal operating limits

- d. Required sequences for electric or electronic systems
- e. Special operating instructions and procedures

### **2.3 PRODUCT MAINTENANCE MANUAL**

- A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- B. Source Information: List each product included in manual identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Product Information: Include the following, as applicable:
  - 1. Product name and model number
  - 2. Manufacturer's name
  - 3. Color, pattern, and texture
  - 4. Material and chemical composition
  - 5. Reordering information for specially manufactured products
- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
  - 1. Inspection procedures
  - 2. Types of cleaning agents to be used and methods of cleaning
  - 3. List of cleaning agents and methods of cleaning detrimental to product
  - 4. Schedule for routine cleaning and maintenance
  - 5. Repair instructions
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
  - 1. Include procedures to follow and required notifications for warranty claims.

## **PART 3 – EXECUTION**

### **3.1 MANUAL PREPARATION**

- A. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
  - 1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
  - 2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner’s operating personnel.
  
- B. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
  
- C. Manufacturers’ Data: Where manuals contain manufacturers’ standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
  - 1. Prepare supplementary text if manufacturers’ standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
  
- D. Drawings: Prepare drawings supplementing manufacturers’ printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.
  - 1. Do not use original Project Record Documents as part of operation and maintenance manuals.
  
- E. Comply with Division 1 Section “Closeout Procedures” for the schedule for submitting operation and maintenance documentation.

**END OF SECTION**

## **SECTION 017839 – PROJECT RECORD DOCUMENTS**

### **PART I – GENERAL**

#### **1.1 SUMMARY**

- A. Section includes administrative and procedural requirements for project record documents, including the following:
  - 1. Record Drawings
  - 2. Record Specifications
  - 3. Record Product Date
  
- B. Related Sections:
  - 1. Division 1 Section “Operation and Maintenance Data” for operation and maintenance manual requirements.
  - 2. All Divisions for specific requirements for project record documents of the Work in those Sections.

#### **1.2 CLOSEOUT SUBMITTALS**

- A. Record Drawings: Comply with the following:
  - 1. Number of Copies: Submit record drawings as follows:
    - a. Initial Submittal: Submit one set of marked-up (red-lined) record prints in electronic portable data file (PDF) format inclusive of all addendum, sketches, work change directives, change orders and field revisions to Architect for review. Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
    - b. Final Submittal: Submit one set of marked-up (red-lined) record prints in electronic portable data file (PDF) format and one set hard paper copy incorporating Architect’s comments to Architect and Owner. Provide each drawing, whether or not changes were applicable to any given specific drawing/ sheet.
  
- B. Record Specifications: Submit one hard paper copy and electronic portable data file (PDF) format of the Project’s Specifications, including addenda and contract modifications to the Owner and Architect.

## **PART 2 – PRODUCTS**

### **2.1 RECORD DRAWINGS**

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings.
1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record date, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
    - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    - b. Record data as soon as possible after obtaining it.
    - c. Record and check the markup before enclosing concealed installations.
  2. Mark the Contract Drawings and Shop Drawings completely and accurately. Utilize personnel proficient at recording graphic information in production of marked-up record prints.
  3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same locations.
  4. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion and in accordance with Section 1.2 of this specification, review marked-up record prints with Architect and/or Construction Manager. When authorized, prepare a full set of corrected red-lines, as follows:
1. Copies: One (1) electronic copy provided on a CD or USB flash drive in portable data file (PDF) format.
  2. Format: Same digital data software program, version, and operating system as the original Contract Drawings.
  3. Format: Annotated PDF electronic file with comment function enabled.
  4. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
  5. Refer instances of uncertainty to Architect for resolution.
  6. Architect will furnish Contractor one set of digital data files of the Contract Drawings for use in recording information.
- C. Format: Identify and date each record Drawing; include the designation “PROJECT RECORD DRAWING” in a prominent location.

1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
2. Format: Annotated PDF electronic file with comment function enabled.
3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
4. Identification: As follows:
  - a. Project Name
  - b. Date
  - c. Designation "PROJECT RECORD DRAWINGS"
  - d. Name of Architect
  - e. Name of Contractor

## 2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from the indicated in Specifications, addenda, and contract modifications.
  1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
  3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
  4. Note related Change Orders and record Drawings where applicable.
- B. Format: submit record Specifications as PDF electronic file.

## 2.3 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
  1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
  3. Note related Change Orders, and record Drawings where applicable.
- B. Format: Submit record Product Data as paper copy within the Operation and Maintenance Manual and one electronic copy in portable data file (pdf) format. .

## **2.4 MISCELLANEOUS RECORD SUBMITTALS**

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.
- B. Format; Submit record submittals as paper copy.

## **PART 3-EXECUTION**

### **3.1 RECORDING AND MAINTENANCE**

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and modifications to project record documents as they occur; do not wait until the end of Project.
- B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for contraction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's and Construction Manager's reference during normal working hours.

**END OF SECTION**

## **SECTION 012600 - CONTRACT MODIFICATION PROCEDURES**

### **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. Section includes administrative and procedural requirements for handling and processing Contract modifications.

#### **1.3 PROPOSAL REQUESTS**

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
  - 2. Within time specified in Proposal Request after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
    - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    - c. Include costs of labor and supervision directly attributable to the change.
    - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
    - e. Quotation Form: Use forms acceptable to Architect.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.
  - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.



TRAUTMAN ASSOCIATES  
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ONE LAFAYETTE SQUARE BUFFALO NEW YORK 14202  
EC DPW PROJECT NO. 2020-812-05  
TA PROJECT 20042

**ERIE COUNTY DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Proposal Request Form: Use form acceptable to Architect.

#### **1.4 CHANGE ORDER PROCEDURES**

- A. On Owner's approval of a Work Changes Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**END OF SECTION 012600**

**RMR: 01/01/2024**



## **SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION**

### **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. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
  - 1. Startup construction schedule.
  - 2. Contractor's construction schedule.

#### **1.3 INFORMATIONAL SUBMITTALS**

- A. Format for Submittals: Submit required submittals in the following format:
  - 1. Three paper copies.
- B. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
  - 1. Construction Schedule Updating Reports: Submit with Applications for Payment.

#### **1.4 COORDINATION**

- A. Coordinate Contractor's construction schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests, and other required schedules and reports.
  - 1. Secure time commitments for performing critical elements of the Work from entities involved.

### **PART 2 - PRODUCTS**

#### **2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL**

- A. Phase tasks and sequence the work for all trades as it relates to Construction Start, Construction Completion, overall project time duration and completion of each phasing task in general.

- B. Time Frame: Extend schedule from date established for the Notice to Proceed to date of final completion.
1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.
  2. Procurement Activities: Include procurement process activities for long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
  3. Submittal Review Time: Include review and resubmittal times indicated in Section 013300 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
  4. Startup and Testing Time: Include no fewer than 15 days for startup and testing.
  5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
  6. Punch List and Final Completion: Include not more than 15 days for completion of punch list items and final completion.
- C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
1. Phasing: Arrange list of activities on schedule by phase.
  2. Work under More Than One Contract: Include a separate activity for each contract.
  3. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
  4. Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Section 011000 "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
  5. Owner-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Section 011000 "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
  6. Work Restrictions: Show the effect of the following items on the schedule:
    - a. Coordination with existing construction.
    - b. Limitations of continued occupancies.
    - c. Uninterruptible services.
    - d. Partial occupancy before Substantial Completion.
    - e. Use of premises restrictions.
    - f. Provisions for future construction.
    - g. Seasonal variations.
    - h. Environmental control.
  7. Work Restrictions: Show the effect of the following items on the schedule:
    - a. Coordination with existing construction.
    - b. Limitations of continued occupancies.
    - c. Uninterruptible services.
    - d. Partial occupancy before Substantial Completion.
    - e. Use of premises restrictions.
  8. Work Stages: Indicate important stages of construction for each major portion of the Work.

- D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, Notice to Proceed, Substantial Completion, and final completion.
- E. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
  - 1. Unresolved issues.
  - 2. Unanswered Requests for Information.
  - 3. Rejected or unreturned submittals.
  - 4. Notations on returned submittals.
  - 5. Pending modifications affecting the Work and Contract Time.
- F. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, and equipment required to achieve compliance, and date by which recovery will be accomplished.

## 2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal, Gantt-chart-type, Contractor's construction schedule within 15 days of date established for the Notice to Proceed. Base schedule on the startup construction schedule and additional information received since the start of Project.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
  - 1. For construction activities that require three months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

## PART 3 - EXECUTION

### 3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At weekly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
  - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
  - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
  - 3. As the Work progresses, indicate final completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Architect, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.

TRAUTMAN ASSOCIATES  
EMERGENCY EGRESS & SYSTEMS  
BUFFALO & ERIE COUNTY CENTRAL LIBRARY  
ONE LAFAYETTE SQUARE BUFFALO NEW YORK 14202  
EC DPW PROJECT NO. 2020-812-05  
TA PROJECT 20042

**ERIE COUNTY DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

1. Post copies in Project meeting rooms and temporary field offices.
2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

**END OF SECTION 013200**

**RMR:avs 01/01/2024**

## SECTION 013300 - SUBMITTAL PROCEDURES

### 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. Section Includes:
  - 1. Submittal schedule requirements.
  - 2. Administrative and procedural requirements for submittals.
- B. Related Requirements:
  - 1. Section 013100 "Project Management and Coordination" for submitting coordination drawings and subcontract list and for requirements for web-based Project software.
  - 2. Section 013200 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
  - 3. Section 014000 "Quality Requirements" for submitting test and inspection reports, and schedule of tests and inspections.
  - 4. Section 017700 "Closeout Procedures" for submitting closeout submittals and maintenance material submittals.
  - 5. Section 017823 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
  - 6. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

#### 1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

#### 1.4 SUBMITTAL SCHEDULE

- A. Submittal Schedule: Submit, as an action submittal, a list of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.
1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
  2. Initial Submittal Schedule: Submit concurrently with startup construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
  3. Final Submittal Schedule: Submit concurrently with the first complete submittal of Contractor's construction schedule.
    - a. Submit revised submittal schedule as required to reflect changes in current status and timing for submittals.
  4. Format: Arrange the following information in a tabular format:
    - a. Scheduled date for first submittal.
    - b. Specification Section number and title.
    - c. Submittal Category: Action; informational.
    - d. Name of subcontractor.
    - e. Description of the Work covered.
    - f. Scheduled date for Architect's final release or approval.

#### 1.5 SUBMITTAL FORMATS

- A. Submittal Information: Include the following information in each submittal:
1. Project name.
  2. Date.
  3. Name of Architect.
  4. Name of Construction Manager.
  5. Name of Contractor.
  6. Name of firm or entity that prepared submittal.
  7. Names of subcontractor, manufacturer, and supplier.
  8. Unique submittal number, including revision identifier. Include Specification Section number with sequential alphanumeric identifier and alphanumeric suffix for resubmittals.
  9. Category and type of submittal.
  10. Submittal purpose and description.



11. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.
  12. Drawing number and detail references, as appropriate.
  13. Indication of full or partial submittal.
  14. Location(s) where product is to be installed, as appropriate.
  15. Other necessary identification.
  16. Remarks.
  17. Signature of transmitter.
- B. Options: Identify options requiring selection by Architect.
- C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Architecton previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.
- D. Paper Submittals:
1. Place a permanent label or title block on each submittal item for identification; include name of firm or entity that prepared submittal.
  2. Provide a space approximately 6 by 8 inches (150 by 200 mm) on label or beside title block to record Contractor's review and approval markings and action taken by Architect
  3. Action Submittals: Submit three paper copies of each submittal unless otherwise indicated. Architect will return two copies.
  4. Informational Submittals: Submit two paper copies of each submittal unless otherwise indicated. Architect will not return copies.
  5. Additional Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
  6. Transmittal for Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using facsimile of sample form included in Project Manual transmittal form.
- E. Electronic Submittals: Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with submittal number.
- F. Submittals Utilizing Web-Based Project Software: Prepare submittals as PDF files or other format indicated by Project management software.

## **1.6 SUBMITTAL PROCEDURES**

- A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.

1. Email: Prepare submittals as PDF package and transmit to Architect by sending via email. Include PDF transmittal form. Include information in email subject line as requested by Architect.
    - a. Architect will return annotated file. Annotate and retain one copy of file as a digital Project Record Document file.
  2. Paper: Prepare submittals in paper form and deliver to Architect.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
  3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
  4. Coordinate transmittal of submittals for related parts of the Work specified in different Sections, so processing will not be delayed because of need to review submittals concurrently for coordination.
    - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
  2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
  3. Resubmittal Review: Allow 15 days for review of each resubmittal.
  4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 21 days for initial review of each submittal.
  5. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Architect and to Architect's consultants, allow 15 days for review of each submittal. Submittal will be returned to Architect before being returned to Contractor.
    - a. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Architect
- D. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

1. Note date and content of previous submittal.
  2. Note date and content of revision in label or title block, and clearly indicate extent of revision.
  3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.
- E. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- F. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

## 1.7 SUBMITTAL REQUIREMENTS

- A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.
  2. Mark each copy of each submittal to show which products and options are applicable.
  3. Include the following information, as applicable:
    - a. Manufacturer's catalog cuts.
    - b. Manufacturer's product specifications.
    - c. Standard color charts.
    - d. Statement of compliance with specified referenced standards.
    - e. Testing by recognized testing agency.
    - f. Application of testing agency labels and seals.
    - g. Notation of coordination requirements.
    - h. Availability and delivery time information.
  4. For equipment, include the following in addition to the above, as applicable:
    - a. Wiring diagrams that show factory-installed wiring.
    - b. Printed performance curves.
    - c. Operational range diagrams.
    - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
  5. Submit Product Data before Shop Drawings, and before or concurrently with Samples.
- B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:

- a. Identification of products.
  - b. Schedules.
  - c. Compliance with specified standards.
  - d. Notation of coordination requirements.
  - e. Notation of dimensions established by field measurement.
  - f. Relationship and attachment to adjoining construction clearly indicated.
  - g. Seal and signature of professional engineer if specified.
2. Paper Sheet Size: Except for templates, patterns, and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm), but no larger than 30 by 42 inches (750 by 1067 mm)
    - a. Two opaque (bond) copies of each submittal. Architect will return one copy(ies).
    - b. Three opaque copies of each submittal. Architect will retain two copies; remainder will be returned.
- C. Samples: Submit Samples for review of type, color, pattern, and texture for a check of these characteristics with other materials.
1. Transmit Samples that contain multiple, related components, such as accessories together in one submittal package.
  2. Identification: Permanently attach label on unexposed side of Samples that includes the following:
    - a. Project name and submittal number.
    - b. Generic description of Sample.
    - c. Product name and name of manufacturer.
    - d. Sample source.
    - e. Number and title of applicable Specification Section.
    - f. Specification paragraph number and generic name of each item.
  3. Email Transmittal: Provide PDF transmittal. Include digital image file illustrating Sample characteristics and identification information for record.
  4. Paper Transmittal: Include paper transmittal, including complete submittal information indicated.
  5. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
    - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
    - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
  6. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units, showing the full range of colors, textures, and patterns available.

- a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
7. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
    - a. Number of Samples: Submit three sets of Samples. Architect will retain two Sample sets; remainder will be returned.
      - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
      - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- D. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
    1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
    2. Manufacturer and product name, and model number if applicable.
    3. Number and name of room or space.
    4. Location within room or space.
- E. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- F. Design Data: Prepare and submit written and graphic information indicating compliance with indicated performance and design criteria in individual Specification Sections. Include list of assumptions and summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Number each page of submittal.
- G. Certificates:
    1. Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.

2. Installer Certificates: Submit written statements on manufacturer's letterhead, certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead, certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
4. Material Certificates: Submit written statements on manufacturer's letterhead, certifying that material complies with requirements in the Contract Documents.
5. Product Certificates: Submit written statements on manufacturer's letterhead, certifying that product complies with requirements in the Contract Documents.
6. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of AWS B2.1/B2.1M on AWS forms. Include names of firms and personnel certified.

H. Test and Research Reports:

1. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for substrate preparation and primers required.
2. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
3. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
4. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
5. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
6. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
  - a. Name of evaluation organization.
  - b. Date of evaluation.
  - c. Time period when report is in effect.
  - d. Product and manufacturers' names.
  - e. Description of product.
  - f. Test procedures and results.
  - g. Limitations of use.

## 1.8 CONTRACTOR'S REVIEW

- A. Action Submittals and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect
- B. Contractor's Approval: Indicate Contractor's approval for each submittal with a uniform approval stamp Include name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.
  - 1. Architect will not review submittals received from Contractor that do not have Contractor's review and approval.

## 1.9 ARCHITECT'S REVIEW

- A. Action Submittals: Architect will review each submittal, indicate corrections or revisions required, and return.
  - 1. PDF Submittals: Architect will indicate, via markup on each submittal, the appropriate action.
    - a. < No Exceptions Taken: Where submittals are so marked that part of the work covered by the submittal may proceed provided that it complies with the requirements of the Contract Documents, final acceptance will depend upon the compliance.
    - b. Note Markings: Where submittals are so marked that part of the work covered by the submittal may proceed provided that it complies with notations or corrections on the submittal and requirements of the Contract Documents, final acceptance will depend upon that compliance.
    - c. Revise and Resubmit: Where submittals are so marked do not proceed with that part of the work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a submittal in accordance with the notations; resubmit without delay. Repeat if necessary to obtain a different action mark.
    - d. Action Not Required: Where a submittal is primarily for information or record purposes, special processing or other activity.
  - 2. Paper Submittals: Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action., as follows:
    - a. No Exceptions Taken: Where submittals are so marked that part of the work covered by the submittal may proceed provided that it complies with the requirements of the Contract Documents, final acceptance will depend upon the compliance.
    - b. Note Markings: Where submittals are so marked that part of the work covered by the submittal may proceed provided that it complies with notations or corrections

- on the submittal and requirements of the Contract Documents, final acceptance will depend upon that compliance.
- c. **Revise and Resubmit:** Where submittals are so marked do not proceed with that part of the work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a submittal in accordance with the notations; resubmit without delay. Repeat if necessary to obtain a different action mark.
  - d. **Action Not Required:** Where a submittal is primarily for information or record purposes, special processing or other activity.
- B. **Informational Submittals:** Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
  - C. **Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect**
  - D. **Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.**
  - E. **Architect will return without review submittals received from sources other than Contractor.**
  - F. **Submittals not required by the Contract Documents will be returned by Architect without action.**

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**END OF SECTION 013300**



## **SECTION 014000 - QUALITY REQUIREMENTS**

### **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. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
  - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
  - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and control procedures that facilitate compliance with the Contract Document requirements.
  - 3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
  - 4. Specific test and inspection requirements are not specified in this Section.

#### **1.3 DEFINITIONS**

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.
- C. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

- D. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.
- E. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- F. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- G. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
  - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).
- H. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

#### **1.4 CONFLICTING REQUIREMENTS**

- A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

#### **1.5 INFORMATIONAL SUBMITTALS**

- A. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
  - 1. Specification Section number and title.
  - 2. Entity responsible for performing tests and inspections.
  - 3. Description of test and inspection.

4. Identification of applicable standards.
  5. Identification of test and inspection methods.
  6. Number of tests and inspections required.
  7. Time schedule or time span for tests and inspections.
  8. Requirements for obtaining samples.
  9. Unique characteristics of each quality-control service.
- C. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility sent to authorities having jurisdiction before starting work on the following systems:
1. Seismic-force-resisting system, designated seismic system, or component listed in the designated seismic system quality-assurance plan prepared by Architect.

## 1.6 CONTRACTOR'S QUALITY-CONTROL PLAN

- A. Quality-Control Plan, General: Submit quality-control plan within 10 days of Notice to Proceed, and not less than five days prior to preconstruction conference. Submit in format acceptable to Architect. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities. Coordinate with Contractor's construction schedule.
- B. Quality-Control Personnel Qualifications: Engage qualified full-time personnel trained and experienced in managing and executing quality-assurance and quality-control procedures similar in nature and extent to those required for Project.
1. Project quality-control manager may also serve as Project superintendent.
- C. Submittal Procedure: Describe procedure for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review.
- D. Testing and Inspection: In quality-control plan, include a comprehensive schedule of Work requiring testing or inspection, including the following:
1. Contractor-performed tests and inspections including subcontractor-performed tests and inspections. Include required tests and inspections and Contractor-elected test and inspections.
  2. Special inspections required by authorities having jurisdiction and indicated on the "Statement of Special Inspections."
  3. Owner-performed tests and inspections indicated in the Contract Documents.
- E. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring work into compliance with standards of workmanship established by Contract requirements and approved mockups.

- F. Monitoring and Documentation: Maintain testing and inspection reports including log of approved and rejected results. Include work Architect has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

## 1.7 REPORTS AND DOCUMENTS

- A. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
  - 1. Name, address, and telephone number of technical representative making report.
  - 2. Statement on condition of substrates and their acceptability for installation of product.
  - 3. Statement that products at Project site comply with requirements.
  - 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
  - 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  - 6. Statement whether conditions, products, and installation will affect warranty.
  - 7. Other required items indicated in individual Specification Sections.
- B. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
  - 1. Name, address, and telephone number of factory-authorized service representative making report.
  - 2. Statement that equipment complies with requirements.
  - 3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  - 4. Statement whether conditions, products, and installation will affect warranty.
  - 5. Other required items indicated in individual Specification Sections.
- C. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

## 1.8 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
  - 1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
- F. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- G. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

## 1.9 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
  - 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
  - 2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
  - 1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
  - 2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.

- a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
  3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
  4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
  5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
  6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 013300 "Submittal Procedures."
- D. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- E. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- F. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
  2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
  3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
  4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
  5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
  6. Do not perform any duties of Contractor.
- G. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
  2. Incidental labor and facilities necessary to facilitate tests and inspections.

3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
  4. Facilities for storage and field curing of test samples.
  5. Delivery of samples to testing agencies.
  6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
  7. Security and protection for samples and for testing and inspecting equipment at Project site.
- H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- I. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents as a component of Contractor's quality-control plan. Coordinate and submit concurrently with Contractor's construction schedule. Update as the Work progresses.
1. Distribution: Distribute schedule to Owner, Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

#### **1.10 SPECIAL TESTS AND INSPECTIONS**

- A. Special Tests and Inspections: Owner will engage a qualified testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, and as follows:
- B. Special Tests and Inspections: Conducted by a qualified testing agency as required by authorities having jurisdiction, as indicated in individual Specification Sections, and as follows:
1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviews the completeness and adequacy of those procedures to perform the Work.
  2. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
  3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
  4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
  5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
  6. Retesting and reinspecting corrected work.

## **PART 2 - PRODUCTS (Not Used)**

## **PART 3 - EXECUTION**

### **3.1 TEST AND INSPECTION LOG**

- A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
  - 1. Date test or inspection was conducted.
  - 2. Description of the Work tested or inspected.
  - 3. Date test or inspection results were transmitted to Architect.
  - 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

### **3.2 REPAIR AND PROTECTION**

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
  - 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

**END OF SECTION 014000**

**RMR:klr 01/01/2024**



## SECTION 014200 - REFERENCES

### 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 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

#### 1.3 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if

bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
  - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

#### 1.4 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."
- B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
  - 1. AABC - Associated Air Balance Council; [www.aabc.com](http://www.aabc.com).
  - 2. AAMA - American Architectural Manufacturers Association; [www.aamanet.org](http://www.aamanet.org).
  - 3. AAPFCO - Association of American Plant Food Control Officials; [www.aapfco.org](http://www.aapfco.org).
  - 4. AASHTO - American Association of State Highway and Transportation Officials; [www.transportation.org](http://www.transportation.org).
  - 5. AATCC - American Association of Textile Chemists and Colorists; [www.aatcc.org](http://www.aatcc.org).
  - 6. ABMA - American Bearing Manufacturers Association; [www.americanbearings.org](http://www.americanbearings.org).
  - 7. ACI - American Concrete Institute; (Formerly: ACI International); [www.concrete.org](http://www.concrete.org).
  - 8. ACPA - American Concrete Pipe Association; [www.concrete-pipe.org](http://www.concrete-pipe.org).
  - 9. AEIC - Association of Edison Illuminating Companies, Inc. (The); [www.aeic.org](http://www.aeic.org).
  - 10. AF&PA - American Forest & Paper Association; [www.afandpa.org](http://www.afandpa.org).
  - 11. AGA - American Gas Association; [www.aga.org](http://www.aga.org).
  - 12. AHAM - Association of Home Appliance Manufacturers; [www.aham.org](http://www.aham.org).
  - 13. AHRI - Air-Conditioning, Heating, and Refrigeration Institute (The); [www.ahrinet.org](http://www.ahrinet.org).
  - 14. AI - Asphalt Institute; [www.asphaltinstitute.org](http://www.asphaltinstitute.org).
  - 15. AIA - American Institute of Architects (The); [www.aia.org](http://www.aia.org).
  - 16. AISC - American Institute of Steel Construction; [www.aisc.org](http://www.aisc.org).
  - 17. AISI - American Iron and Steel Institute; [www.steel.org](http://www.steel.org).
  - 18. AITC - American Institute of Timber Construction; [www.aitc-glulam.org](http://www.aitc-glulam.org).
  - 19. AMCA - Air Movement and Control Association International, Inc.; [www.amca.org](http://www.amca.org).
  - 20. ANSI - American National Standards Institute; [www.ansi.org](http://www.ansi.org).
  - 21. AOSA - Association of Official Seed Analysts, Inc.; [www.aosaseed.com](http://www.aosaseed.com).
  - 22. APA - APA - The Engineered Wood Association; [www.apawood.org](http://www.apawood.org).

23. APA - Architectural Precast Association; [www.archprecast.org](http://www.archprecast.org).
24. API - American Petroleum Institute; [www.api.org](http://www.api.org).
25. ARI - Air-Conditioning & Refrigeration Institute; (See AHRI).
26. ARI - American Refrigeration Institute; (See AHRI).
27. ARMA - Asphalt Roofing Manufacturers Association; [www.asphaltroofing.org](http://www.asphaltroofing.org).
28. ASCE - American Society of Civil Engineers; [www.asce.org](http://www.asce.org).
29. ASCE/SEI - American Society of Civil Engineers/Structural Engineering Institute; (See ASCE).
30. ASHRAE - American Society of Heating, Refrigerating and Air-Conditioning Engineers; [www.ashrae.org](http://www.ashrae.org).
31. ASME - ASME International; (American Society of Mechanical Engineers); [www.asme.org](http://www.asme.org).
32. ASSE - American Society of Safety Engineers (The); [www.asse.org](http://www.asse.org).
33. ASSE - American Society of Sanitary Engineering; [www.asse-plumbing.org](http://www.asse-plumbing.org).
34. ASTM - ASTM International; (American Society for Testing and Materials International); [www.astm.org](http://www.astm.org).
35. ATIS - Alliance for Telecommunications Industry Solutions; [www.atis.org](http://www.atis.org).
36. AWEA - American Wind Energy Association; [www.awea.org](http://www.awea.org).
37. AWI - Architectural Woodwork Institute; [www.awinet.org](http://www.awinet.org).
38. AWMAC - Architectural Woodwork Manufacturers Association of Canada; [www.awmac.com](http://www.awmac.com).
39. AWPA - American Wood Protection Association; (Formerly: American Wood-Preservers' Association); [www.awpa.com](http://www.awpa.com).
40. AWS - American Welding Society; [www.aws.org](http://www.aws.org).
41. AWWA - American Water Works Association; [www.awwa.org](http://www.awwa.org).
42. BHMA - Builders Hardware Manufacturers Association; [www.buildershardware.com](http://www.buildershardware.com).
43. BIA - Brick Industry Association (The); [www.gobrick.com](http://www.gobrick.com).
44. BICSI - BICSI, Inc.; [www.bicsi.org](http://www.bicsi.org).
45. BIFMA - BIFMA International; (Business and Institutional Furniture Manufacturer's Association); [www.bifma.com](http://www.bifma.com).
46. BISSC - Baking Industry Sanitation Standards Committee; [www.bissc.org](http://www.bissc.org).
47. BOCA - BOCA; (Building Officials and Code Administrators International Inc.); (See ICC).
48. BWF - Badminton World Federation; (Formerly: International Badminton Federation); [www.bwfbadminton.org](http://www.bwfbadminton.org).
49. CDA - Copper Development Association; [www.copper.org](http://www.copper.org).
50. CEA - Canadian Electricity Association; [www.electricity.ca](http://www.electricity.ca).
51. CEA - Consumer Electronics Association; [www.ce.org](http://www.ce.org).
52. CFFA - Chemical Fabrics & Film Association, Inc.; [www.chemicalfabricsandfilm.com](http://www.chemicalfabricsandfilm.com).
53. CFSEI - Cold-Formed Steel Engineers Institute; [www.cfsei.org](http://www.cfsei.org).
54. CGA - Compressed Gas Association; [www.cganet.com](http://www.cganet.com).
55. CIMA - Cellulose Insulation Manufacturers Association; [www.cellulose.org](http://www.cellulose.org).
56. CISCA - Ceilings & Interior Systems Construction Association; [www.cisca.org](http://www.cisca.org).
57. CISPI - Cast Iron Soil Pipe Institute; [www.cispi.org](http://www.cispi.org).
58. CLFMI - Chain Link Fence Manufacturers Institute; [www.chainlinkinfo.org](http://www.chainlinkinfo.org).
59. CPA - Composite Panel Association; [www.pbmdf.com](http://www.pbmdf.com).
60. CRI - Carpet and Rug Institute (The); [www.carpet-rug.org](http://www.carpet-rug.org).
61. CRRC - Cool Roof Rating Council; [www.coolroofs.org](http://www.coolroofs.org).

62. CRSI - Concrete Reinforcing Steel Institute; [www.crsi.org](http://www.crsi.org).
63. CSA - Canadian Standards Association; [www.csa.ca](http://www.csa.ca).
64. CSA - CSA International; (Formerly: IAS - International Approval Services); [www.csa-international.org](http://www.csa-international.org).
65. CSI - Construction Specifications Institute (The); [www.csinet.org](http://www.csinet.org).
66. CSSB - Cedar Shake & Shingle Bureau; [www.cedarbureau.org](http://www.cedarbureau.org).
67. CTI - Cooling Technology Institute; (Formerly: Cooling Tower Institute); [www.cti.org](http://www.cti.org).
68. CWC - Composite Wood Council; (See CPA).
69. DASMA - Door and Access Systems Manufacturers Association; [www.dasma.com](http://www.dasma.com).
70. DHI - Door and Hardware Institute; [www.dhi.org](http://www.dhi.org).
71. ECA - Electronic Components Association; [www.ec-central.org](http://www.ec-central.org).
72. ECAMA - Electronic Components Assemblies & Materials Association; (See ECA).
73. EIA - Electronic Industries Alliance; (See TIA).
74. EIMA - EIFS Industry Members Association; [www.eima.com](http://www.eima.com).
75. EJMA - Expansion Joint Manufacturers Association, Inc.; [www.ejma.org](http://www.ejma.org).
76. ESD - ESD Association; (Electrostatic Discharge Association); [www.esda.org](http://www.esda.org).
77. ESTA - Entertainment Services and Technology Association; (See PLASA).
78. EVO - Efficiency Valuation Organization; [www.evo-world.org](http://www.evo-world.org).
79. FIBA - Federation Internationale de Basketball; (The International Basketball Federation); [www.fiba.com](http://www.fiba.com).
80. FIVB - Federation Internationale de Volleyball; (The International Volleyball Federation); [www.fivb.org](http://www.fivb.org).
81. FM Approvals - FM Approvals LLC; [www.fmglobal.com](http://www.fmglobal.com).
82. FM Global - FM Global; (Formerly: FMG - FM Global); [www.fmglobal.com](http://www.fmglobal.com).
83. FRSA - Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc.; [www.floridarroof.com](http://www.floridarroof.com).
84. FSA - Fluid Sealing Association; [www.fluidsealing.com](http://www.fluidsealing.com).
85. FSC - Forest Stewardship Council U.S.; [www.fscus.org](http://www.fscus.org).
86. GA - Gypsum Association; [www.gypsum.org](http://www.gypsum.org).
87. GANA - Glass Association of North America; [www.glasswebsite.com](http://www.glasswebsite.com).
88. GS - Green Seal; [www.greenseal.org](http://www.greenseal.org).
89. HI - Hydraulic Institute; [www.pumps.org](http://www.pumps.org).
90. HI/GAMA - Hydronics Institute/Gas Appliance Manufacturers Association; (See AHRI).
91. HMMA - Hollow Metal Manufacturers Association; (See NAAMM).
92. HPVA - Hardwood Plywood & Veneer Association; [www.hpva.org](http://www.hpva.org).
93. HPW - H. P. White Laboratory, Inc.; [www.hpwhite.com](http://www.hpwhite.com).
94. IAPSC - International Association of Professional Security Consultants; [www.iapsc.org](http://www.iapsc.org).
95. IAS - International Approval Services; (See CSA).
96. ICBO - International Conference of Building Officials; (See ICC).
97. ICC - International Code Council; [www.iccsafe.org](http://www.iccsafe.org).
98. ICEA - Insulated Cable Engineers Association, Inc.; [www.icea.net](http://www.icea.net).
99. ICPA - International Cast Polymer Alliance; [www.icpa-hq.org](http://www.icpa-hq.org).
100. ICRI - International Concrete Repair Institute, Inc.; [www.icri.org](http://www.icri.org).
101. IEC - International Electrotechnical Commission; [www.iec.ch](http://www.iec.ch).
102. IEEE - Institute of Electrical and Electronics Engineers, Inc. (The); [www.ieee.org](http://www.ieee.org).
103. IES - Illuminating Engineering Society; (Formerly: Illuminating Engineering Society of North America); [www.ies.org](http://www.ies.org).
104. IESNA - Illuminating Engineering Society of North America; (See IES).

105. IEST - Institute of Environmental Sciences and Technology; [www.iest.org](http://www.iest.org).
106. IGMA - Insulating Glass Manufacturers Alliance; [www.igmaonline.org](http://www.igmaonline.org).
107. IGSHPA - International Ground Source Heat Pump Association; [www.igshpa.okstate.edu](http://www.igshpa.okstate.edu).
108. ILI - Indiana Limestone Institute of America, Inc.; [www.iliai.com](http://www.iliai.com).
109. Intertek - Intertek Group; (Formerly: ETL SEMCO; Intertek Testing Service NA); [www.intertek.com](http://www.intertek.com).
110. ISA - International Society of Automation (The); (Formerly: Instrumentation, Systems, and Automation Society); [www.isa.org](http://www.isa.org).
111. ISAS - Instrumentation, Systems, and Automation Society (The); (See ISA).
112. ISFA - International Surface Fabricators Association; (Formerly: International Solid Surface Fabricators Association); [www.isfanow.org](http://www.isfanow.org).
113. ISO - International Organization for Standardization; [www.iso.org](http://www.iso.org).
114. ISSFA - International Solid Surface Fabricators Association; (See ISFA).
115. ITU - International Telecommunication Union; [www.itu.int/home](http://www.itu.int/home).
116. KCMA - Kitchen Cabinet Manufacturers Association; [www.kcma.org](http://www.kcma.org).
117. LMA - Laminating Materials Association; (See CPA).
118. LPI - Lightning Protection Institute; [www.lightning.org](http://www.lightning.org).
119. MBMA - Metal Building Manufacturers Association; [www.mbma.com](http://www.mbma.com).
120. MCA - Metal Construction Association; [www.metalconstruction.org](http://www.metalconstruction.org).
121. MFMA - Maple Flooring Manufacturers Association, Inc.; [www.maplefloor.org](http://www.maplefloor.org).
122. MFMA - Metal Framing Manufacturers Association, Inc.; [www.metalframingmfg.org](http://www.metalframingmfg.org).
123. MHIA - Material Handling Industry of America; [www.mhia.org](http://www.mhia.org).
124. MIA - Marble Institute of America; [www.marble-institute.com](http://www.marble-institute.com).
125. MMPA - Moulding & Millwork Producers Association; (Formerly: Wood Moulding & Millwork Producers Association); [www.wmmpa.com](http://www.wmmpa.com).
126. MPI - Master Painters Institute; [www.paintinfo.com](http://www.paintinfo.com).
127. MSS - Manufacturers Standardization Society of The Valve and Fittings Industry Inc.; [www.mss-hq.org](http://www.mss-hq.org).
128. NAAMM - National Association of Architectural Metal Manufacturers; [www.naamm.org](http://www.naamm.org).
129. NACE - NACE International; (National Association of Corrosion Engineers International); [www.nace.org](http://www.nace.org).
130. NADCA - National Air Duct Cleaners Association; [www.nadca.com](http://www.nadca.com).
131. NAIMA - North American Insulation Manufacturers Association; [www.naima.org](http://www.naima.org).
132. NBGQA - National Building Granite Quarries Association, Inc.; [www.nbgqa.com](http://www.nbgqa.com).
133. NCAA - National Collegiate Athletic Association (The); [www.ncaa.org](http://www.ncaa.org).
134. NCMA - National Concrete Masonry Association; [www.ncma.org](http://www.ncma.org).
135. NEBB - National Environmental Balancing Bureau; [www.nebb.org](http://www.nebb.org).
136. NECA - National Electrical Contractors Association; [www.necanet.org](http://www.necanet.org).
137. NeLMA - Northeastern Lumber Manufacturers Association; [www.nelma.org](http://www.nelma.org).
138. NEMA - National Electrical Manufacturers Association; [www.nema.org](http://www.nema.org).
139. NETA - InterNational Electrical Testing Association; [www.netaworld.org](http://www.netaworld.org).
140. NFHS - National Federation of State High School Associations; [www.nfhs.org](http://www.nfhs.org).
141. NFPA - NFPA; (National Fire Protection Association); [www.nfpa.org](http://www.nfpa.org).
142. NFPA - NFPA International; (See NFPA).
143. NFRC - National Fenestration Rating Council; [www.nfrc.org](http://www.nfrc.org).
144. NHLA - National Hardwood Lumber Association; [www.nhla.com](http://www.nhla.com).

145. NLGA - National Lumber Grades Authority; [www.nlga.org](http://www.nlga.org).
146. NOFMA - National Oak Flooring Manufacturers Association; (See NWFA).
147. NOMMA - National Ornamental & Miscellaneous Metals Association; [www.nomma.org](http://www.nomma.org).
148. NRCA - National Roofing Contractors Association; [www.nrca.net](http://www.nrca.net).
149. NRMCA - National Ready Mixed Concrete Association; [www.nrmca.org](http://www.nrmca.org).
150. NSF - NSF International; (National Sanitation Foundation International); [www.nsf.org](http://www.nsf.org).
151. NSPE - National Society of Professional Engineers; [www.nspe.org](http://www.nspe.org).
152. NSSGA - National Stone, Sand & Gravel Association; [www.nssga.org](http://www.nssga.org).
153. NTMA - National Terrazzo & Mosaic Association, Inc. (The); [www.ntma.com](http://www.ntma.com).
154. NWFA - National Wood Flooring Association; [www.nwfa.org](http://www.nwfa.org).
155. PCI - Precast/Prestressed Concrete Institute; [www.pci.org](http://www.pci.org).
156. PDI - Plumbing & Drainage Institute; [www.pdionline.org](http://www.pdionline.org).
157. PLASA - PLASA; (Formerly: ESTA - Entertainment Services and Technology Association); [www.plasa.org](http://www.plasa.org).
158. RCSC - Research Council on Structural Connections; [www.boltcouncil.org](http://www.boltcouncil.org).
159. RFCI - Resilient Floor Covering Institute; [www.rfci.com](http://www.rfci.com).
160. RIS - Redwood Inspection Service; [www.redwoodinspection.com](http://www.redwoodinspection.com).
161. SAE - SAE International; (Society of Automotive Engineers); [www.sae.org](http://www.sae.org).
162. SCTE - Society of Cable Telecommunications Engineers; [www.scte.org](http://www.scte.org).
163. SDI - Steel Deck Institute; [www.sdi.org](http://www.sdi.org).
164. SDI - Steel Door Institute; [www.steeldoor.org](http://www.steeldoor.org).
165. SEFA - Scientific Equipment and Furniture Association; [www.sefalabs.com](http://www.sefalabs.com).
166. SEI/ASCE - Structural Engineering Institute/American Society of Civil Engineers; (See ASCE).
167. SIA - Security Industry Association; [www.siaonline.org](http://www.siaonline.org).
168. SJI - Steel Joist Institute; [www.steeljoist.org](http://www.steeljoist.org).
169. SMA - Screen Manufacturers Association; [www.smainfo.org](http://www.smainfo.org).
170. SMACNA - Sheet Metal and Air Conditioning Contractors' National Association; [www.smacna.org](http://www.smacna.org).
171. SMPTE - Society of Motion Picture and Television Engineers; [www.smpte.org](http://www.smpte.org).
172. SPFA - Spray Polyurethane Foam Alliance; [www.sprayfoam.org](http://www.sprayfoam.org).
173. SPIB - Southern Pine Inspection Bureau; [www.spib.org](http://www.spib.org).
174. SPRI - Single Ply Roofing Industry; [www.spri.org](http://www.spri.org).
175. SRCC - Solar Rating and Certification Corporation; [www.solar-rating.org](http://www.solar-rating.org).
176. SSINA - Specialty Steel Industry of North America; [www.ssina.com](http://www.ssina.com).
177. SSPC - SSPC: The Society for Protective Coatings; [www.sspc.org](http://www.sspc.org).
178. STI - Steel Tank Institute; [www.steeltank.com](http://www.steeltank.com).
179. SWI - Steel Window Institute; [www.steelwindows.com](http://www.steelwindows.com).
180. SWPA - Submersible Wastewater Pump Association; [www.swpa.org](http://www.swpa.org).
181. TCA - Tilt-Up Concrete Association; [www.tilt-up.org](http://www.tilt-up.org).
182. TCNA - Tile Council of North America, Inc.; (Formerly: Tile Council of America); [www.tileusa.com](http://www.tileusa.com).
183. TEMA - Tubular Exchanger Manufacturers Association, Inc.; [www.tema.org](http://www.tema.org).
184. TIA - Telecommunications Industry Association; (Formerly: TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance); [www.tiaonline.org](http://www.tiaonline.org).
185. TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance; (See TIA).

186. TMS - The Masonry Society; [www.masonrysociety.org](http://www.masonrysociety.org).
187. TPI - Truss Plate Institute; [www.tpinst.org](http://www.tpinst.org).
188. TPI - Turfgrass Producers International; [www.turfgrasssod.org](http://www.turfgrasssod.org).
189. TRI - Tile Roofing Institute; [www.tilerroofing.org](http://www.tilerroofing.org).
190. UBC - Uniform Building Code; (See ICC).
191. UL - Underwriters Laboratories Inc.; [www.ul.com](http://www.ul.com).
192. UNI - Uni-Bell PVC Pipe Association; [www.uni-bell.org](http://www.uni-bell.org).
193. USAV - USA Volleyball; [www.usavolleyball.org](http://www.usavolleyball.org).
194. USGBC - U.S. Green Building Council; [www.usgbc.org](http://www.usgbc.org).
195. USITT - United States Institute for Theatre Technology, Inc.; [www.usitt.org](http://www.usitt.org).
196. WASTEC - Waste Equipment Technology Association; [www.wastec.org](http://www.wastec.org).
197. WCLIB - West Coast Lumber Inspection Bureau; [www.wclib.org](http://www.wclib.org).
198. WCMA - Window Covering Manufacturers Association; [www.wcmanet.org](http://www.wcmanet.org).
199. WDMA - Window & Door Manufacturers Association; [www.wdma.com](http://www.wdma.com).
200. WI - Woodwork Institute; (Formerly: WIC - Woodwork Institute of California); [www.wicnet.org](http://www.wicnet.org).
201. WMMPA - Wood Moulding & Millwork Producers Association; (See MMPA).
202. WSRCA - Western States Roofing Contractors Association; [www.wsrca.com](http://www.wsrca.com).
203. WPA - Western Wood Products Association; [www.wwpa.org](http://www.wwpa.org).

C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.

1. IAPMO - International Association of Plumbing and Mechanical Officials; [www.iapmo.org](http://www.iapmo.org).
2. ICC - International Code Council; [www.iccsafe.org](http://www.iccsafe.org).
3. ICC-ES - ICC Evaluation Service, LLC; [www.icc-es.org](http://www.icc-es.org).

D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Information is subject to change and is up-to-date as of the date of the Contract Documents.

1. COE - Army Corps of Engineers; [www.usace.army.mil](http://www.usace.army.mil).
2. CPSC - Consumer Product Safety Commission; [www.cpsc.gov](http://www.cpsc.gov).
3. DOC - Department of Commerce; National Institute of Standards and Technology; [www.nist.gov](http://www.nist.gov).
4. DOD - Department of Defense; <http://dodssp.daps.dla.mil>.
5. DOE - Department of Energy; [www.energy.gov](http://www.energy.gov).
6. EPA - Environmental Protection Agency; [www.epa.gov](http://www.epa.gov).
7. FAA - Federal Aviation Administration; [www.faa.gov](http://www.faa.gov).
8. FG - Federal Government Publications; [www.gpo.gov](http://www.gpo.gov).
9. GSA - General Services Administration; [www.gsa.gov](http://www.gsa.gov).
10. HUD - Department of Housing and Urban Development; [www.hud.gov](http://www.hud.gov).
11. LBL - Lawrence Berkeley National Laboratory; Environmental Energy Technologies Division; <http://eetd.lbl.gov>.
12. OSHA - Occupational Safety & Health Administration; [www.osha.gov](http://www.osha.gov).
13. SD - Department of State; [www.state.gov](http://www.state.gov).

14. TRB - Transportation Research Board; National Cooperative Highway Research Program; [www.trb.org](http://www.trb.org).
  15. USDA - Department of Agriculture; Agriculture Research Service; U.S. Salinity Laboratory; [www.ars.usda.gov](http://www.ars.usda.gov).
  16. USDA - Department of Agriculture; Rural Utilities Service; [www.usda.gov](http://www.usda.gov).
  17. USDJ - Department of Justice; Office of Justice Programs; National Institute of Justice; [www.ojp.usdoj.gov](http://www.ojp.usdoj.gov).
  18. USP - U.S. Pharmacopeia; [www.usp.org](http://www.usp.org).
  19. USPS - United States Postal Service; [www.usps.com](http://www.usps.com).
- E. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
1. CFR - Code of Federal Regulations; Available from Government Printing Office; [www.gpo.gov/fdsys](http://www.gpo.gov/fdsys).
  2. DOD - Department of Defense; Military Specifications and Standards; Available from Department of Defense Single Stock Point; <http://dodssp.daps.dla.mil>.
  3. DSCC - Defense Supply Center Columbus; (See FS).
  4. FED-STD - Federal Standard; (See FS).
  5. FS - Federal Specification; Available from Department of Defense Single Stock Point; <http://dodssp.daps.dla.mil>.
    - a. Available from Defense Standardization Program; [www.dsp.dla.mil](http://www.dsp.dla.mil).
    - b. Available from General Services Administration; [www.gsa.gov](http://www.gsa.gov).
    - c. Available from National Institute of Building Sciences/Whole Building Design Guide; [www.wbdg.org/ccb](http://www.wbdg.org/ccb).
  6. MILSPEC - Military Specification and Standards; (See DOD).
  7. USAB - United States Access Board; [www.access-board.gov](http://www.access-board.gov).
  8. USATBCB - U.S. Architectural & Transportation Barriers Compliance Board; (See USAB).
- F. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**END OF SECTION 014200**



## **SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
  - 1. Section 011000 "Summary" for work restrictions and limitations on utility interruptions.

#### **1.2 USE CHARGES**

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Architect, occupants of Project, testing agencies, and authorities having jurisdiction.
- B. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- C. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

#### **1.3 INFORMATIONAL SUBMITTALS**

- A. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire prevention program.

### **PART 2 - PRODUCTS**

#### **2.1 EQUIPMENT**

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

### **PART 3 - EXECUTION**

#### **3.1 INSTALLATION, GENERAL**

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
  - 1. Locate facilities to limit site disturbance as specified in Section 011000 "Summary."
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

#### **3.2 TEMPORARY UTILITY INSTALLATION**

- A. General: Connect to existing service.
  - 1. Arrange with Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Water Service: Use of the Owner's water service is permitted. Connect to Owner's existing water service facilities.
- C. Sanitary Facilities: Use of the Owner's toilet facilities is permitted. Owner to designate which toilet rooms are to be used.
- D. Electric Power Service: Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner.
- E. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
  - 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.

#### **3.3 SUPPORT FACILITIES INSTALLATION**

- A. General: Comply with the following:
  - 1. Provide construction for temporary offices, shops, and sheds located within construction area or within 30 feet of building lines that is noncombustible according to ASTM E 136. Comply with NFPA 241.
  - 2. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion.

- B. Site Restoration: Repair any damage to existing roads and driveway caused by this construction work.
- C. Traffic Controls: Comply with requirements of authorities having jurisdiction.
  - 1. Protect existing site improvements to remain including curbs, pavement, and utilities.
  - 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- D. Parking: **There is NO contractor parking on-site.** Parking areas for construction personnel will be limited to on street metered parking or in the adjacent parking lots.
- E. Waste Disposal Facilities: Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."
- F. Existing Stair Usage: Use of Owner's existing stairs will be permitted, provided stairs are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore stairs to condition existing before initial use.
  - 1. Provide protective coverings, barriers, devices, signs, or other procedures to protect stairs and to maintain means of egress. If stairs become damaged, restore damaged areas so no evidence remains of correction work.

### 3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- C. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- D. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.
- E. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire prevention program.
  - 1. Prohibit smoking in construction areas.
  - 2. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Post warnings and information.

TRAUTMAN ASSOCIATES  
EMERGENCY EGRESS & SYSTEMS  
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TA PROJECT 20042

**ERIE COUNTY DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE COMMISSIONER**

### **3.5 OPERATION, TERMINATION, AND REMOVAL**

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

**END OF SECTION 015000**

## **SECTION 017300 - EXECUTION**

### **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. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
  - 1. Installation of the Work.
  - 2. Cutting and patching.
  - 3. Coordination of Owner installed products.
  - 4. Progress cleaning.
  - 5. Starting and adjusting.
  - 6. Protection of installed construction.
- B. Related Requirements:
  - 1. Section 011200 "Multiple Contract Summary" for limits on use of Project site.
  - 2. Section 017700 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.
  - 3. Section 024119 "Selective Demolition" for demolition and removal of selected portions of the building.
  - 4. Section 078413 "Penetration Firestopping" for patching penetrations in fire-rated construction.

#### **1.3 DEFINITIONS**

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.
- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

#### **1.4 INFORMATIONAL SUBMITTALS**

- A. Cutting and Patching Plan: Submit plan describing procedures at least 10 (ten) days prior to the time cutting and patching will be performed. Include the following information:
  - 1. Extent: Describe reason for and extent of each occurrence of cutting and patching.

2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building appearance and other significant visual elements.
  3. Products: List products to be used for patching and firms or entities that will perform patching work.
  4. Dates: Indicate when cutting and patching will be performed.
  5. Utilities and Mechanical and Electrical Systems: List services and systems that cutting and patching procedures will disturb or affect. List services and systems that will be relocated and those that will be temporarily out of service. Indicate length of time permanent services and systems will be disrupted.
    - a. Include description of provisions for temporary services and systems during interruption of permanent services and systems.
- B. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.

## 1.5 QUALITY ASSURANCE

- A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection
  2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operational elements include the following:
    - a. Primary operational systems and equipment.
    - b. Fire separation assemblies.
    - c. Air or smoke barriers.
    - d. Fire-suppression systems.
    - e. Mechanical systems piping and ducts.
    - f. Control systems.
    - g. Communication systems.
    - h. Fire-detection and -alarm systems.
    - i. Electrical wiring systems.
    - j. Operating systems of special construction.
  3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Other construction elements include but are not limited to the following:
    - a. Water, moisture, or vapor barriers.
    - b. Equipment supports.
    - c. Piping, ductwork, vessels, and equipment.

- d. Noise- and vibration-control elements and systems.
  - e. Sprayed fire-resistive material.
  4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- B. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.
- C. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

## **PART 2 - PRODUCTS**

### **2.1 MATERIALS**

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
  2. Examine walls and floors for suitable conditions where products and systems are to be installed.
  3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- B. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:

1. Description of the Work.
  2. List of detrimental conditions, including substrates.
  3. List of unacceptable installation tolerances.
  4. Recommended corrections.
- C. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

### 3.2 PREPARATION

- A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Section 013100 "Project Management and Coordination."

### 3.3 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
1. Make vertical work plumb and make horizontal work level.
  2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
  3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
  4. Maintain minimum headroom clearance of 96 inches in occupied spaces and 90 inches in unoccupied spaces.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.



- F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- G. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
  - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
  - 2. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

### 3.4 CUTTING AND PATCHING

- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
  - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Temporary Support: Provide temporary support of work to be cut.
- C. Protection: Protect in-place construction during cutting and patching to prevent damage.
- D. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching according to requirements in Section 011200 "Multiple Contract Summary."
- E. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.
- F. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
  3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
  4. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal the remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
  5. Proceed with patching after construction operations requiring cutting are complete.
- G. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
  2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
    - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
    - b. Restore damaged pipe covering to its original condition.
  3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
    - a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
  4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
  5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.
- H. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

### **3.5 OWNER-INSTALLED PRODUCTS**

- A. Site Access: Provide access to Project to site for Owner's other construction personnel.
- B. Coordination: Coordinate construction and operations of the work with work performed by Owner's construction personnel.
  1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the work. Adjust construction schedule based on a mutually

agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual constructional progress.

2. Preinstallation Conferences: Include Owner's construction personnel at preinstallation conferences covering portions of the work that are to receive Owner's work. Attend preinstallation conferences conducted by Owner's construction personnel if portions of the work depend on Owner's construction.

### 3.6 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
  1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
  2. Do not hold waste materials for more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
  3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
    - a. Use containers intended for holding waste materials of type to be stored.
  4. Coordinate progress cleaning for joint-use areas where contractor and other contractors are working concurrently.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
  1. Remove liquid spills promptly.
  2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 015000 "Temporary Facilities and Controls." Section 017419 "Construction Waste Management and Disposal."
- H. During handling and installation, clean and protect construction in progress and adjoining materials and equipment already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

### **3.7 STARTING AND ADJUSTING**

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

### **3.8 PROTECTION OF INSTALLED CONSTRUCTION**

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

**END OF SECTION 017300**

**RMR;jce 01/01/2024**

## **SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL**

### **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. Section includes administrative and procedural requirements for the following:
  - 1. Salvaging nonhazardous demolition and construction waste.
  - 2. Recycling nonhazardous demolition and construction waste.
  - 3. Disposing of nonhazardous demolition and construction waste.
- B. Related Requirements:
  - 1. Section 011200 "Multiple Contract Summary" for coordination of responsibilities for waste management.
  - 2. Section 024119 "Selective Demolition" for disposition of waste resulting from partial demolition of buildings, structures, and site improvements, and for disposition of hazardous waste.

### **1.3 DEFINITIONS**

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

#### 1.4 PERFORMANCE REQUIREMENTS

A. General: Achieve end-of-Project rates for salvage/recycling of 50 percent by weight of total non-hazardous solid waste generated by the Work. Practice efficient waste management in the use of materials in the course of the Work. Use all reasonable means to divert construction and demolition waste from landfills and incinerators. Facilitate recycling and salvage of materials, including the following:

1. Demolition Waste:

- a. Concrete.
- b. Concrete reinforcing steel.
- c. Piping.
- d. Supports and hangers.
- e. Mechanical equipment.
- f. Electrical conduit.
- g. Copper wiring.
- h. Electrical devices.

2. Construction Waste:

- a. Lumber.
- b. Metals.
- c. Piping.
- d. Electrical conduit.
- e. Packaging: Regardless of salvage/recycle goal indicated in "General" Paragraph above, salvage or recycle 100 percent of the following uncontaminated packaging materials:
  - 1) Paper.
  - 2) Cardboard.
  - 3) Boxes.
  - 4) Plastic sheet and film.
  - 5) Polystyrene packaging.
  - 6) Wood crates.
  - 7) Plastic pails.

#### 1.5 QUALITY ASSURANCE

A. Waste Management Conference: Conduct conference at Project site to comply with requirements in Section 013100 "Project Management and Coordination." Review methods and procedures related to waste management including, but not limited to, the following:

1. Review and discuss waste management plan including responsibilities of waste management coordinator.
2. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.

3. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
  4. Review waste management requirements for each trade.
- B. Waste Management Conference: Conduct conference at Project site to comply with requirements in Section 013100 "Project Management and Coordination." Review methods and procedures related to waste management including, but not limited to, the following:
1. Review and discuss waste management plan including responsibilities of waste management coordinator.
  2. Review requirements for documenting quantities of each type of waste and its disposition.
  3. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
  4. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
  5. Review waste management requirements for each trade.

## **1.6 WASTE MANAGEMENT PLAN**

- A. General: Develop a waste management plan according to ASTM E 1609 and requirements in this Section. Plan shall consist of waste identification, waste reduction work plan, and cost/revenue analysis. Distinguish between demolition and construction waste. Indicate quantities by weight or volume, but use same units of measure throughout waste management plan.

## **PART 2 - PRODUCTS (Not Used)**

## **PART 3 - EXECUTION**

### **3.1 PLAN IMPLEMENTATION**

- A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
1. Comply with operation, termination, and removal requirements in Section 015000 "Temporary Facilities and Controls."

### **3.2 SALVAGING DEMOLITION WASTE**

- A. Salvaged Items for Reuse in the Work: Salvage items for reuse and handle as follows:
1. Clean salvaged items.
  2. Pack or crate items after cleaning. Identify contents of containers with label indicating elements, date of removal, quantity, and location where removed.

3. Store items in a secure area until installation.
4. Protect items from damage during transport and storage.
5. Install salvaged items to comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make items functional for use indicated.

B. Salvaged Items for Owner's Use: Salvage items for Owner's use and handle as follows:

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers with label indicating elements, date of removal, quantity, and location where removed.
3. Store items in a secure area until delivery to Owner.
4. Transport items to Owner's storage area designated by Owner.
5. Protect items from damage during transport and storage.

C. Doors and Hardware: Brace open end of door frames. Except for removing door closers, leave door hardware attached to doors.

### 3.3 RECYCLING DEMOLITION AND CONSTRUCTION WASTE, GENERAL

A. General: Recycle paper and beverage containers used by on-site workers.

B. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical.

1. Provide appropriately marked containers or bins for controlling recyclable waste until removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
  - a. Inspect containers and bins for contamination and remove contaminated materials if found.
2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
4. Store components off the ground and protect from the weather.
5. Remove recyclable waste from Owner's property and transport to recycling receiver or processor.

### 3.4 RECYCLING CONSTRUCTION WASTE

A. Packaging:

1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
2. Polystyrene Packaging: Separate and bag materials.



3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.

### **3.5 DISPOSAL OF WASTE**

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
  1. Except as otherwise specified, do not allow waste materials that are to be disposed of to accumulate on-site.
  2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Disposal: Remove waste materials from Owner's property and legally dispose of them.

**END OF SECTION 017419**

**RMR;jce 01/01/2024**



## **SECTION 017700 – CLOSEOUT PROCEDURES**

### **PART I – GENERAL**

#### **1.1 SUMMARY**

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. Substantial Completion procedures.
  - 2. Final completion procedures.
  - 3. Warranties.
  - 4. Final cleaning.
  
- B. Related Section:
  - 1. Division 1 Section “Project Record Documents: for submitting Record Drawings, Record Specifications, and Record Product Data.
  - 2. Division 1 Section “Operation and Maintenance Data” for operation and maintenance manual requirements.
  - 3. All Divisions for “Demonstration and Training” for requirements for instructing Owner’s personnel.
  - 4. All Divisions for specific closeout and special cleaning requirements for the Work in those Sections.

#### **1.2 SUBSTANTIAL COMPLETION**

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete with request.
  - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
  - 2. Advise Owner of pending insurance changeover requirements.
  - 3. Submit specific warranties, workmanship bonds. Maintenance service agreements, final certifications, and similar documents.
  - 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  - 5. Prepare and submit Project Record Documents, operation and maintenance manual, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
  - 6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer’s name and model number where applicable.

7. Make final changeover
  8. Complete startup testing of systems.
  9. Submit test/adjust/balance records.
  10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
  11. Advise Owner of changeover in hear and other utilities.
  12. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
  13. Complete final cleaning requirements, including touchup painting.
  14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issues.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
  2. Results of completed inspection will form the basis of requirements for final completion.

### 1.3 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining final completion, complete the following:
1. Submit a final Application for Payment according to Division 1 Section "Payment Procedures."
  2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
  3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
  4. Submit pest-control final inspection report and warranty.
  5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements.

Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

#### **1.4 LIST OF INCOMPLETE ITEMS (PUNCH LIST)**

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
  1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
  2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
  3. Submit list of incomplete items in the following format:
    - a. One electronic copy in Portable Data File (PDF) format provided to the Owner and Architect/ Engineer.

#### **1.5 WARRANTIES**

- A. Submittal Time: Submit written warranties per General Conditions of the Contract, specifically Section 4.09, on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
  1. Bind two sets of warranties and bonds in heavy-duty, 3-ring, vinyl-covered, lose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8 ½ - 11 inch paper.
  2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
  3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES", Project name, and name of contractor.
  4. Provide one CD or USB flash drive to contain all scanned warranties and bonds. Assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide table of contents at beginning of document.

- C. Provide additional copies of each warranty to include in operation and maintenance manuals.

## **PART 2 – PRODUCTS**

### **2.1 MATERIALS**

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
  - 1. Use cleaning products that meet Green Seal GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

## **PART 3 – EXECUTION**

### **3.1 FINAL CLEANING**

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with General Conditions of the Contract, specifically Section 4.08, all local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
  - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
    - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
    - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
    - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
    - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
    - e. Remove snow and ice to provide safe access to building.
    - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.

- g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
- h. Sweep concrete floors broom clean in unoccupied spaces.
- i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
- j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
- k. Remove labels that are not permanent.
- l. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
  - 1. Do not paint over “URL” and other required labels and identification, including mechanical and electrical nameplates
- m. Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
- n. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
- o. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
- p. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
- q. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
- r. Leave Project clean and ready for occupancy.

**END OF SECTION**





## **SECTION 017823 – OPERATIONS AND MAINTENANCE DATA**

### **PART I – GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawing and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

#### **1.2 SUMMARY**

- A. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
  - 1. Operation and Maintenance manuals for systems, subsystems, and equipment.
  - 2. Maintenance manuals for the care and maintenance of products, materials, and finishes.
- B. Related Sections include the following:
  - 1. Division 1 Section “Submittal Procedures” for submitting copies of submittals for operation and maintenance manuals.
  - 2. Division 1 Section “Closeout Procedures” for submitting operation and maintenance manuals.
  - 3. All Divisions Sections for specific operation and maintenance manual requirements for products in those Sections.

#### **1.3 DEFINITIONS**

- A. System: An organized collection of parts, equipment, or subsystems united by regular interaction
- B. Subsystem: a portion of a system with characteristics similar to a system.

#### **1.4 SUBMITTALS**

- A. Final Submittal: Submit each manual in electronic portable data file (pdf) format at least 15 days before final inspection to Architect/ Engineer of Record. Architect/ Engineer will return copy with comments within 15 days after final inspection.
  - 1. Correct or modify each manual to comply with comments provided by Architect/ Engineer. Submit one (1) hard copy and one (1) electronic copy in Portable Data File (pdf) format of the corrected Operation & Maintenance Manual within 15 days of receipt of Architect’s comments for submission to the Owner.

## 1.5 COORDINATION

- A. Where operation and maintenance documentation includes information on installations by more than one factory-authorized service representative, assemble and coordinate information furnished by representatives and prepare manuals.

## PART 2 – PRODUCTS

### 2.1 MANUAL, GENERAL

- A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following material, in the order listed:
  - 1. Title Page
  - 2. Table of Contents
  - 3. Manual Contents
- B. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:
  - 1. Subject matter included in manual
  - 2. Name and address of Project
  - 3. Name and address of Owner
  - 4. Date of submittal
  - 5. Name, address, and telephone number of Contractor
  - 6. Name and address of Architect
  - 7. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the column, and cross-referenced to Specification Section number in Project Manual.
  - 1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive Table of Contents for all volumes in each volume of the set.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystem, equipment, and components of one system into a single binder.

1. Binders: Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2- by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
  - a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
  - b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENACE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.
2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software diskettes for computerized electronic equipment.
4. Supplementary Text: Prepared on 8-1/2-by-11-inch, 20-lb/sq.ft. white bond paper.
5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text
  - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
  - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

## 2.2 OPERATION AND MAINTENACE MANUALS

- A. Content: In addition to requirements in this Section, include operation and maintenance data required in individual Specification Sections and the following information:
  1. System, subsystem, and equipment descriptions
  2. Performance and design criteria if Contractor is delegated design responsibility
  3. Operating standards
  4. Operating procedures
  5. Wiring diagrams
  6. Control diagrams
  7. Piped system diagrams
  8. Precautions against improper use

9. License requirements including inspection and renewal dates
10. Warranty information

B. Descriptions: Include the following:

1. Product name and model number
2. Manufacturer's name
3. Equipment identification with serial number of each component
4. Equipment function
5. Operating characteristics
6. Limiting conditions
7. Performance curves
8. Engineering data and tests
9. Complete nomenclature and number of replacement parts

C. Operating Procedures: Include the following, as applicable:

1. Start-up procedures
2. Equipment or system break-in procedures
3. Routine and normal operating instructions
4. Regulation and control procedures
5. Instructions on stopping
6. Normal shutdown instructions
7. Seasonal and weekend operating instructions
8. Required sequences for electric or electronic systems
9. Special operating instructions and procedures

D. Systems and Equipment Controls: Describe the sequence of operations, and diagram controls as installed.

E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

F. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:

1. Standard printed maintenance instructions and bulletins
2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly
3. Identification and nomenclature of parts and components
4. List of items recommended to be stocked as spare parts

- G. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
1. Test and inspection instructions
  2. Troubleshooting guide
  3. Precautions against improper maintenance
  4. Disassembly; component removal, repair, and replacement; and reassembly instructions
  5. Aligning, adjusting, and checking instructions
  6. Demonstration and training videotape, if available
- H. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies
  2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance
- I. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- J. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.
- K. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
1. Include procedures to follow and required notifications for warranty claims.
- L. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include instructions and procedures for each type of emergency, and responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.
1. Include the following, as applicable:
    - a. Instructions on stopping
    - b. Shutdown instructions for each type of emergency
    - c. Operating instructions for conditions outside normal operating limits

- d. Required sequences for electric or electronic systems
- e. Special operating instructions and procedures

## **2.3 PRODUCT MAINTENANCE MANUAL**

- A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- B. Source Information: List each product included in manual identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Product Information: Include the following, as applicable:
  - 1. Product name and model number
  - 2. Manufacturer's name
  - 3. Color, pattern, and texture
  - 4. Material and chemical composition
  - 5. Reordering information for specially manufactured products
- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
  - 1. Inspection procedures
  - 2. Types of cleaning agents to be used and methods of cleaning
  - 3. List of cleaning agents and methods of cleaning detrimental to product
  - 4. Schedule for routine cleaning and maintenance
  - 5. Repair instructions
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
  - 1. Include procedures to follow and required notifications for warranty claims.

## **PART 3 – EXECUTION**

### **3.1 MANUAL PREPARATION**

- A. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
  - 1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
  - 2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
  
- B. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
  
- C. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
  - 1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
  
- D. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.
  - 1. Do not use original Project Record Documents as part of operation and maintenance manuals.
  
- E. Comply with Division 1 Section "Closeout Procedures" for the schedule for submitting operation and maintenance documentation.

**END OF SECTION**

## **SECTION 017839 – PROJECT RECORD DOCUMENTS**

### **PART I – GENERAL**

#### **1.1 SUMMARY**

- A. Section includes administrative and procedural requirements for project record documents, including the following:
  - 1. Record Drawings
  - 2. Record Specifications
  - 3. Record Product Date
  
- B. Related Sections:
  - 1. Division 1 Section “Operation and Maintenance Data” for operation and maintenance manual requirements.
  - 2. All Divisions for specific requirements for project record documents of the Work in those Sections.

#### **1.2 CLOSEOUT SUBMITTALS**

- A. Record Drawings: Comply with the following:
  - 1. Number of Copies: Submit record drawings as follows:
    - a. Initial Submittal: Submit one set of marked-up (red-lined) record prints in electronic portable data file (PDF) format inclusive of all addendum, sketches, work change directives, change orders and field revisions to Architect for review. Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
    - b. Final Submittal: Submit one set of marked-up (red-lined) record prints in electronic portable data file (PDF) format and one set hard paper copy incorporating Architect’s comments to Architect and Owner. Provide each drawing, whether or not changes were applicable to any given specific drawing/ sheet.
  
- B. Record Specifications: Submit one hard paper copy and electronic portable data file (PDF) format of the Project’s Specifications, including addenda and contract modifications to the Owner and Architect.



## **PART 2 – PRODUCTS**

### **2.1 RECORD DRAWINGS**

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings.
1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record date, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
    - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    - b. Record data as soon as possible after obtaining it.
    - c. Record and check the markup before enclosing concealed installations.
  2. Mark the Contract Drawings and Shop Drawings completely and accurately. Utilize personnel proficient at recording graphic information in production of marked-up record prints.
  3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same locations.
  4. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion and in accordance with Section 1.2 of this specification, review marked-up record prints with Architect and/or Construction Manager. When authorized, prepare a full set of corrected red-lines, as follows:
1. Copies: One (1) electronic copy provided on a CD or USB flash drive in portable data file (PDF) format.
  2. Format: Same digital data software program, version, and operating system as the original Contract Drawings.
  3. Format: Annotated PDF electronic file with comment function enabled.
  4. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
  5. Refer instances of uncertainty to Architect for resolution.
  6. Architect will furnish Contractor one set of digital data files of the Contract Drawings for use in recording information.

- C. Format: Identify and date each record Drawing; include the designation “PROJECT RECORD DRAWING” in a prominent location.
  - 1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
  - 2. Format: Annotated PDF electronic file with comment function enabled.
  - 3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
  - 4. Identification: As follows:
    - a. Project Name
    - b. Date
    - c. Designation “PROJECT RECORD DRAWINGS”
    - d. Name of Architect
    - e. Name of Contractor

## 2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from the indicated in Specifications, addenda, and contract modifications.
  - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  - 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
  - 3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
  - 4. Note related Change Orders and record Drawings where applicable.
- B. Format: submit record Specifications as PDF electronic file.

## 2.3 RECORD PRODUCT DATE

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
  - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  - 2. Include significant changes in the product delivered to Project site and changes in manufacturer’s written instructions for installation.
  - 3. Note related Change Orders, and record Drawings where applicable.

- B. Format: Submit record Product Data as paper copy within the Operation and Maintenance Manual and one electronic copy in portable data file (pdf) format. .

#### 2.4 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.
- B. Format; Submit record submittals as paper copy.

### **PART 3-EXECUTION**

#### **3.1 RECORDING AND MAINTENANCE**

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and modifications to project record documents as they occur; do not wait until the end of Project.
- B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for contraction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's and Construction Manager's reference during normal working hours.

**END OF SECTION 017839**



## SECTION 028200- ASBESTOS ABATEMENT

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This asbestos abatement project will consist of the removal and disposal of certain asbestos-containing and non-asbestos-containing materials, within the Buffalo & Erie County Public Library, located at Lafayette Square, City of Buffalo, New York.

#### 1.3 SCOPE OF WORK

- A. The asbestos abatement work shall include the following:
  - 1. Remove and dispose of asbestos-containing window glazing compound associated with the side light on the ground floor southeast exit door (approximately 15 linear feet/0.6 square feet of caulk), as indicated on Contract Drawing HM-101.
- B. Work resulting in disturbance of asbestos-containing materials shall be performed by a licensed asbestos abatement contractor employing certified workers in accordance with all applicable standards referenced herein.
- C. For placement of dumpsters, trailers, equipment, etc., outside the building, contractor is responsible for obtaining any permits for any traffic control required by the authorities having jurisdiction. Coordinate placement of all dumpsters/trailers with Erie County DPW, Buffalo and Erie County Public Library, and City of Buffalo. Parking and/or placement of dumpsters/trailers is not allowed in the library parking/loading dock area along Oak Street.

#### 1.4 CODES AND REGULATIONS

- A. General Applicability of Codes and Regulations and Standards: Except to the extent that more explicit or more stringent requirements are written directly into the Contract Documents, all applicable codes, regulations and standards have the same force and effect (and are made a part of the Contract Documents by reference) as if copied directly into the Contract Documents, or as if published copies are bound herewith.
- B. Contractor Responsibility: The Contractor shall assume full responsibility and liability for the compliance with all applicable Federal, State and local regulations pertaining to work practices, hauling, disposal, and protection of workers, visitors to the site and persons occupying areas adjacent to the site. The Contractor is responsible for providing medical examinations and maintaining medical records of personnel as required by the applicable Federal, State and local regulations. The Contractor shall hold the Owner and Owner's Representative harmless for failure to comply with any applicable work, hauling, disposal, safety, health or other regulation on the part of himself, his employees or his subcontractors.
- C. Federal Requirements which govern asbestos abatement work or hauling and disposal of asbestos waste materials include but are not limited to the following:

OSHA: U.S. Department of Labor, Occupational Safety and Health Administration (OSHA), including but not limited to:

Occupational Exposure to Asbestos, Tremolite, Anthophyllite, and Actinolite; Final Rules

Title 29, Part 1926, Section 1101 of the Code of Federal Regulations

Respirator Protection

Title 29, Part 1910, Section 134 of the Code of Federal Regulations

Access to Employee Exposure and Medical Records

Title 29, Part 1910, Section 2 of the Code of Federal Regulations

Hazard Communication

Title 29, Part 1910, Section 1200 of the Code of Federal Regulations

Specifications for Accident Prevention Signs and Tags

Title 29, Part 1910, Section 145 of the Code of Federal Regulations

DOT: U.S. Department of Transportation, including but not limited to:

Hazardous Substances

Title 29, Part 171 and 172 of the Code of Federal Regulations

EPA: U.S. Environmental Protection Agency (EPA), including but not limited to:

Training Requirements of (AHERA) Regulations

Asbestos-Containing Material in Schools Final Rule & Notice

Title 40, Part 763, Subpart E, amended Appendix C of the Code of Federal Regulations dated April 4, 1994

National Emission Standard for Hazardous Air Pollutants (NESHAPS)

National Emission Standard for Asbestos

Title 40, Part 61, Subpart A, and revised Subpart M (Revised Subpart B) of the Code of Federal Regulations dated November 20, 1990

- D. State Requirements which govern asbestos abatement work or hauling and disposal of asbestos waste materials include but are not limited to the following:

New York State Department of Labor (NYSDOL) Industrial Code Rule 56 (Code Rule 56): Asbestos, as Amended adopted January 11, 2006 and Effective September 5, 2006.

New York State Department of Environmental Conservation (DEC) Regulations regarding waste collector registration Title 6, Part 364 of the New York State Official compilation of Codes, Rules and Regulations. An annual "Industrial Waste Hauler Permit" specifically for asbestos-containing materials is required for transportation of asbestos-containing waste to the disposal site.

- E. Local Requirements: Abide by all local requirements which govern asbestos abatement work or hauling and disposal of asbestos waste materials.

## 1.5 STANDARDS

- A. General Applicability of Standards: Except to the extent that more explicit or more stringent requirements are written directly into the Contract Documents, all applicable standards have the same force and effect (and are made a part of the Contract Documents by reference) as if copied directly into the Contract Documents, or as if published copies are bound herewith.

- B. Contractor Responsibility: The Contractor shall assume full responsibility and liability for the compliance with

all standards pertaining to work practices, hauling, disposal, and protection of workers, visitors to the site and persons occupying areas adjacent to the site. The Contractor shall hold the Owner and Owner's Representative harmless for failure to comply with any applicable standard on the part of himself, his employees or his subcontractors.

- C. Standards: These standards apply to asbestos abatement work or hauling and disposal of asbestos waste materials and include but are not limited to the following:

American National Standards Institute (ANSI)  
1430 Broadway  
New York, NY 10018  
(212) 354-3300

Practices for Respiratory Protection Publication Z88.2-80

American Society for Testing and Materials (ASTM)  
1916 Race Street  
Philadelphia, PA 19103  
(215) 299-5400

Safety and Health Requirements Relating to Occupational Exposure to Asbestos E 849-82

#### 1.6 SUBMITTALS

- A. No less than 7 days before the start of the project, three (3) legible copies of the following items must be submitted to the Owner or the Owner's Representative:
1. NYSDOL Contractor's License (DOH-432).
  2. City of Buffalo Contractor's License.
  3. A statement signed by an authorized representative of the company stating that a Respiratory Protection Program which meets the requirements of OSHA Title 29, Part 1910, Section 134 will be in effect and followed during the project.
  4. Provide a statement signed by an authorized representative of the company stating that the Building Occupants/Other Trades notification required by ICR 56 will be or has been posted at least 10 days prior to the start of the project. Provide a copy of the notification that will be posted at the job site.
  5. Variance(s) to be used on the project (if required).
  6. Name and address of landfill to be used.
  7. Name, address and phone number of air sampling firm and laboratory to be used on the project for OSHA personal samples. Include the accreditation of the analytical laboratory (ELAP certificates).
  8. Site-specific work plan in accordance with Section 1.7 C.
  9. NYSDOL and EPA Asbestos Project Notifications (as required).
- B. During the project, legible copies of the following items must be maintained at the job site, and available for review:
1. NYSDOL Asbestos Handling Certifications (DOH 442) for all persons employed on the project. (Likeness on photographs must be clear.)
  2. Proof of current (within the last 12 months) physical examination for all persons to be employed on the project.
  3. Proof of current (within the last 12 months) respirator fit test for all persons to be employed on the project.
  4. Project Log Book Entries.
  5. Daily Sign-in Log.
  6. Work Area Entry/Exit Log.

7. Any and all changes to the Contract should any occur.
  8. Personal sampling results within 24 hours of sampling.
  9. The company's standard operating procedures manual.
  10. The company's respiratory protection program.
- C. Upon completion of the project, legible copies of the following items must be submitted to the Owner or Owner's Representative:
1. Project Log Book Entries.
  2. Daily Sign-in Logs.
  3. Work Area Entry/Exit Logs.
  4. Personal air sampling records including chain-of-custody forms and laboratory results. These records must also include the accreditation of the analytical laboratory (ELAP certificates).
  5. Waste manifest(s), shipment records and landfill receipts signed by the landfill operator within 30 days after the waste leaves the site. A percentage of the final payment will be withheld until the waste shipment record is received by the Owner or Owner's Representative.

#### 1.7 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with the referenced regulations and standards.
- B. Pre-work Conference: Before the work of this section is scheduled to commence, a conference will be held at the site for the purpose of reviewing the Contract Documents, discussing requirements for the work, and reviewing the work procedures. The conference shall be attended by the asbestos abatement contractor.
- C. Work Plan: The Contractor shall prepare a detailed work plan and submit the plan no later than one week prior to the start of the abatement project. The work plan shall include, but not be limited to: a schedule for completion of the work; work procedures; types of equipment; crew size; shift times and durations; and emergency procedures for fire and medical emergencies and for failure of containment barriers. The work plan shall include details on the procedures that will be used to construct the containment barriers, including measures to be taken to prevent damage to existing finishes and use of spray adhesives, duct tape etc.

#### 1.8 SPECIAL CONDITIONS

- A. The Contractor shall provide security following the final air clearance. If final air clearance is unsatisfactory, the Contractor shall be responsible for re-cleaning the area and for any and all costs incurred for additional air monitoring.
- B. Locations and quantities of all materials to be removed by the abatement contractor must be field verified.
- C. The contractor shall have at least one English-speaking supervisor on the job site at all times while the project is in progress. The supervisor must be able to communicate fluently with all of his employees.
- D. Most of the building will remain occupied. Contractor shall be responsible for costs incurred due to relocation of building occupants or delays to any work subsequent to the asbestos removal project that are a result of the actions of the contractor.
- E. Under no circumstances shall any contractor perform bulk sampling and analysis of suspect asbestos-containing material without first consulting the Owner or Owner's Representative.
- F. Contractor shall provide temporary protection to keep the work areas and building in a secure and watertight condition at all times during the performance of the Contract Work. The Contractor shall be responsible for any damage caused to any areas of the building as a result of improper temporary protection.



- G. All clearance air samples will be analyzed by transmission electron microscopy (TEM) using the method specified under the Asbestos Hazard Emergency Response Act (AHERA).
- H. For placement of dumpsters, trailers, equipment, etc., outside the building, contractor is responsible for obtaining any permits for any traffic control required by the authorities having jurisdiction. Coordinate placement of all dumpsters/trailers with Erie County DPW, Buffalo and Erie County Public Library, and City of Buffalo. Parking and/or placement of dumpsters/trailers is not allowed in the library parking/loading dock area along Oak Street.

## PART 2 - PRODUCTS

- 2.1 WETTING MATERIALS: For wetting prior to disturbance of asbestos-containing materials, use amended water:
  - A. Amended Water: Water to which a surfactant has been added. Use a mixture of surfactant and water which results in wetting of the asbestos-containing material and retardation of fiber release during disturbance of the material equal to or greater than that provided by the use of one ounce of a surfactant consisting of 50% polyoxyethylene ester and 50% polyoxyethylene ether mixed with five gallons of water.
- 2.2 POLYETHYLENE SHEET: Fire retardant polyethylene film in the largest sheet size possible to minimize seams, 6-mil thick as indicated, clear, frosted or black as indicated.
- 2.3 DUCT TAPE: Provide duct tape in 2" or 3" widths as indicated, with an adhesive which is formulated to stick aggressively to sheet polyethylene.
- 2.4 SPRAY CEMENT: Provide spray adhesive in aerosol cans which is specifically formulated to stick tenaciously to sheet polyethylene.
- 2.5 DISPOSAL BAGS: Provide 6-mil thick leak-tight polyethylene bags labeled as described in the standards referenced in Part 1 of this section.
- 2.6 GARDEN SPRAYER: Provide a hand pump type pressure-can garden sprayer fabricated out of either metal or plastic, equipped with a metal wand at the end of a hose that can deliver a stream or spray of liquid under pressure.
- 2.7 RESPIRATORS
  - A. Select respirators from those approved by the National Institute for Occupational Safety and Health (NIOSH), Department of Health and Human Services.
  - B. Respirators shall be fit-tested to personnel by an industrial hygienist or other competent person. Fit-tested respirators shall be permanently marked to identify the individual fitted, and use shall be limited to that individual.
  - C. The asbestos abatement workers will be allowed to use half face, dual cartridge HEPA filtered respirators when the airborne fiber concentrations collected inside the work area are within standards as specified herein. The decision of what type of respirator the workers will wear shall be based on fiber concentration of air samples collected during the beginning phases of the removal project.
  - D. No respirators shall be issued to personnel without such personnel participating in a respirator training program.
  - E. High Efficiency Particulate Air (HEPA) respirator filters shall be approved by NIOSH and have the NIOSH P100 designation. The respirator filters shall also conform to the OSHA requirements in 29 CFR 1910.134 and 29 CFR 1926.1101.

- F. A storage area for respirators shall be provided by the Contractor on the clean room side of any established decontamination chamber where they will be kept in a clean environment.
- G. The Contractor shall provide and make available a sufficient quantity of respirator filters so that filter changes can be made as necessary during the work day. Filters will be removed and discarded during the decontamination process. Filters cannot be reused. Filters must be changed if breathing becomes difficult.
- H. Filters shall not be used any longer than one eight (8) hour work day.
- I. Respirator filters shall be stored at the project site in the change room of each work area personnel decontamination unit.
- J. Where not in violation of NIOSH and OSHA requirements the Contractor shall provide at least the following minimum respiratory protection to the maximum use concentrations indicated below:

OSHA/NIOSH Approved Respiratory Protection	Maximum use Concentrations*
Half mask Air Purifying with HEPA Filters	1.0 f/cc
Full face piece Air Purifying HEPA filters and qualitative fit test	5.0 f/cc
Powered Air Purifying (PAPR) Full Face piece HEPA filtered	10.0 f/cc
Supplied Air, Continuous Flow, full face piece, HEPA filter	10.0 f/cc
Full face piece supplied air, pressure demand	100.0 f/cc
Full face piece, supplied air, pressure demand, with Aux. SCBA pressure demand or continuous flow	100.0 f/cc

- K. Where fiber levels permit, and in compliance with regulatory requirements, Powered Air Purifying Respirators (PAPR) are the minimum allowable respiratory protection permitted to be utilized during gross removal operations of OSHA Class I or OSHA Class II friable ACM unless the Contractor performs and/or submits a valid negative exposure assessment.

**PART 3 - EXECUTION**

**3.1 ASBESTOS-CONTAINING MATERIAL HANDLING AND REMOVAL PROCEDURES**

- A. Perform work under this contract in accordance with the standards referenced in Part 1 of this Section. The provisions of any site specific variances to New York State Department of Labor (NYS DOL) Industrial Code Rule 56 (ICR 56) obtained for this project may not be implemented until approval is given by the Owner or Owner's Representative.

- B. Work resulting in disturbance of asbestos containing materials shall be performed by a licensed asbestos abatement contractor employing certified workers in accordance with all applicable standards referenced herein.

### 3.2 CLEAN-UP PROCEDURES

- A. Comply with the standards referenced in Part 1 of this Section.

### 3.3 AREA AIR SAMPLING AND ANALYSIS

1. The Owner shall be responsible for hiring an independent third party firm to perform the required area air sampling and analysis in accordance with ICR 56.
2. The Contractor is required to ensure cooperation of its personnel with the Air Sampling Technician (AST) for general air sampling, and testing of each work area after completion of asbestos work prior to removal of containment barriers.
3. All air samples other than clearance samples shall be analyzed using Phase Contrast Microscopy (PCM) in accordance with NYS DOL Industrial Code Rule 56 and NIOSH method 7400.
4. Turn-around time for laboratory analysis of area air samples shall not exceed 48 hours.
5. All clearance samples will be analyzed in accordance with Asbestos Hazard Emergency Response Act (AHERA) under Transmission Electron Microscopy (TEM).
6. Copies of all area air monitoring results shall be immediately transmitted to the Owner or his Representative.

#### B. Personal Air Sampling

1. In addition to the requirements of OSHA 1926.1101, the Contractor shall be required to perform personal air monitoring every work shift in each work area during which abatement activities occur in order to determine that appropriate respiratory protection is being utilized.
2. The analysis of personal air samples shall be conducted by an ELAP approved laboratory, subject to approval of the Owner or the Owner's Representative.
3. Results of personal air sample analyses shall be available, verbally, within twenty-four (24) hours of sampling and shall be posted at the work site within 48 hours. Results shall be submitted in accordance with the requirements of Section 1.6 D.

### 3.4 PROJECT MONITORING

- A. The building Owner shall retain the services of a New York State Department of Labor licensed and certified Project Monitor to provide periodic, as needed site inspections, documentation review, and general consulting services. The Contractor shall cooperate fully with the Project Monitor(s) during the course of work. Failure to cooperate fully may lead to the issuance of a Stop Work Order. Any liquidated damages incurred as a result of any stop work order issued shall be the responsibility of the Contractor. The Project Monitor's responsibilities shall be as follows:

1. The Project Monitor shall oversee work practices and ensure compliance with all applicable regulations and standards, and the Contract Documents.
2. The Project Monitor shall review all project submittals as submitted by the Contractor. Applicability, completeness, and thoroughness shall be reviewed and written comments/approvals shall be issued to the Contractor by the Project Monitor.
3. The Project Monitor shall inspect each work area prior to, during, and at the completion of asbestos abatement work. The Project Monitor must give approval to the Contractor prior to beginning asbestos removal work. The Contractor is responsible for continuously informing the Project Monitor of on-going progress of the project, and scheduling the final visual inspection of each work area prior to running final

- clearance air samples.
4. The Project Monitor shall perform final visual inspections in accordance with current ASTM Standard E1368 “ Standard Practice for Visual Inspection of Asbestos Abatement Projects”.
  5. The Project Monitor shall maintain a detailed project log book. The log book shall include a chronological record of site visits, inspections, correspondence, and general information on the project. Details of personnel on site, explanations of unusual occurrences, meetings, phone conversations, etc. shall be documented. This project log shall not be substituted for the contractor’s project log.
  6. The Project Monitor shall compile all project records into a project records manual at the completion of the project. Records shall included but not be limited to the following: air sampling records; Project Monitor's records; as well as any other pertinent records documenting compliance to applicable regulations, and the Contract Documents. The Contractor shall turn over copies of all pertinent documents to the Project Monitor upon request for inclusion into the project records manual. The Project Monitor shall complete the project records manual, and submit two (2) bound copies to the building Owner or his/her representative.

### 3.5 DISPOSAL OF ASBESTOS-CONTAINING MATERIAL AND RELATED DEBRIS

- A. Transport the asbestos-containing waste and related debris to the approved disposal site. Comply with the standards referenced in Part 1 of this Section.

### 3.6 RESTORATION

- A. Remove temporary decontamination facilities and restore area designated for these facilities to its original condition or better.

END OF SECTION 028200

## **SECTION 028400- PCB REMOVALS**

### **PART 1 – GENERAL**

#### 1.1 SUMMARY

- A. Test results included indicate that caulk associated with the penthouse doors scheduled for removal contain PCBs at concentrations greater than 50 parts per million (ppm). the following shall apply to the removal of PCB-containing caulk and sealant conducted under this contract:
- B. PCB non-remediation waste: Debris generated from construction materials manufactured with PCBs with a concentration greater than 50 ppm. This debris can be the result of building renovation and demolition projects. This debris is also referenced as PCB bulk product waste.
- C. When performing any tasks in work areas that contain this product, the contractor is responsible for providing PPE for all workers, in accordance with all applicable regulations. All workers shall possess current 40 hour HAZWOPER training.
- D. Size, location, and quantities of all caulk must be field verified. Information given on the drawings and/or specifications is for bidding purposes only.
- E. The Contractor shall have at least one English-speaking supervisor on the job site at all times while the project is in progress.
- F. The Contractor will be responsible for any damage resulting from improper storage and accidental spills or releases. The supervisor must be able to communicate fluently with all workers and the Owner.

#### 1.2 EXECUTION

- A. When working with PCBs, work practices shall be performed in a manner that minimizes or prevents airborne dust generation and release to adjacent areas. Aggressive removal techniques, such as power grinding or sanding, shall not be used to remove or dislodge caulk or adjacent materials. All power tools must be HEPA equipped. The use of hand prying and scraping techniques shall be used to control airborne dust generation. Debris shall be collected and area shall be wiped down to collect dusts in accordance with all applicable regulations. All PCB sealant removal shall be performed from the exterior of the building.
- B. For exterior caulk removals, all openings (operable windows/doors, louvers, etc) within 25ft from all sides of the work area shall be covered with plastic sheeting or closed. Drop clothes shall be placed on the ground underneath the area where the PCB caulk is being removed.
- C. It is the responsibility of the Contractor to determine current waste handling, transport and disposal regulations for the work site and the waste disposal landfill. The contractor must comply fully with these regulations, all appropriate U.S. Department of Transportation, EPA and Federal, State and locally applicable regulations, and all other current legal requirements. The Contractor shall bear responsibility for managing and handling the waste at each stage of operation and properly storing in approved containers.
- D. Submittals:
  - 1. Prior to commencement of the work on this project, the Contractor must submit the following:

- a. Remediation Plan – General practices and procedures to be followed.
- b. Supervisor and Worker HAZWOPER certifications.
- c. Waste Transporter Permits/License.
- d. Disposal facility license to accept and dispose of PCB waste stream.

2. At the completion of abatement, Contractor shall submit the following:

- a. Project Log Book Entries.
- b. Daily Sign-in Logs.
- c. Waste manifest(s), shipment records and landfill receipts signed by the landfill operator within 30 days after the waste leaves the site. A percentage of the final payment will be withheld until the waste shipment record is received by the Owner or Owner's Representative.

### 1.3. SCOPE OF WORK

A. Materials to be removed are:

- 1. Removal and disposal of PCB-containing caulk and backer rod associated with the West Penthouse doors scheduled for removal (approximately 50 linear feet/1.0 square feet of caulk), as indicated on Contract Drawing HM-100. All building components in contact with the PCB caulk and scheduled for demolition shall be disposed of as PCB bulk product waste.
- 2. Removal and disposal of PCB-containing caulk and backer rod rod associated with the East Penthouse doors scheduled for removal (approximately 50 linear feet/1.0 square feet of caulk), as indicated on Contract Drawing HM-100. All building components in contact with the PCB caulk and scheduled for demolition shall be disposed of as PCB bulk product waste.
- 3. Removal and disposal of PCB-containing caulk and backer rod rod associated with the Ground Floor East Exit doors scheduled for removal (approximately 80 linear feet/1.8 square feet of caulk), as indicated on Contract Drawing HM-101. All building components in contact with the PCB caulk and scheduled for demolition shall be disposed of as PCB bulk product waste.

**PART 2 - PRODUCTS (NOT APPLICABLE)**

**PART 3 – EXECUTION (NOT APPLICABLE)**

**END OF SECTION 028400**

## **SECTION 059000 – STAINLESS STEEL CLEANING**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. This Section includes the following:
  - 1. Cleaning all exposed exterior stainless steel surfaces (including but not limited to doors, exterior frames, sidelights trim, on Washington Street.

#### **1.2 DEFINITIONS**

- A. Low-Pressure Spray: 100 to 400 psi .
- B. Medium-Pressure Spray: 400 to 800 psi.

#### **1.3 SUBMITTALS**

- A. Product Data: For each type of product indicated. Include recommendations for application and use.
- B. Qualification Data: Contractor for this work shall have a minimum of five (5) years' experience with similar work and provide a list of projects that he has performed this similar work.

#### **1.4 QUALITY ASSURANCE**

- A. Mockups: Prepare mockups of cleaning as follows to demonstrate aesthetic effects and qualities of materials and execution.
  - 1. Clean one door and frame for each cleaning method specified.
  - 2. Approval required prior to proceeding with cleaning remaining stainless steel.

### **PART 2 - PRODUCTS**

#### **2.1 MANUFACTURERS**

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply for product selection:
  - 1. Products: Subject to compliance with requirements, provide one of the products specified.

## 2.2 CLEANING MATERIALS

- A. Water for Cleaning: Potable.
- B. Hot Water: Heat water to a temperature of 140 to 160 deg F (60 to 71 deg C).
- C. Job-Mixed Detergent Solution: Solution prepared by mixing non-abrasive detergent and hot water.
- D. Household Cleaner: Manufacturer's standard cleaner containing no chlorine.
  - 1. Products:
    - a. 3M Stainless Steel Cleaner and Polish.
    - b. Revere Stainless Steel Cleaner.
    - c. Copper-Brite.

## PART 3 - EXECUTION

### 3.1 PROTECTION

- A. Protect persons, motor vehicles, surrounding surfaces of building being restored, building site, plants, and surrounding buildings from harm resulting from cleaning stainless steel work.
- B. Prevent chemical cleaning solutions from coming into contact with pedestrians, motor vehicles, landscaping, buildings, and other surfaces that could be harmed by such contact.
  - 1. Cover adjacent surfaces with materials that resist chemical cleaners used unless chemical cleaners will not damage surfaces. Use materials that contain only waterproof, UV-resistant adhesives. When no longer needed, promptly remove masking to prevent adhesive staining.
  - 2. Keep wall wet below area being cleaned to prevent streaking from runoff.

### 3.2 CLEANING

- A. Proceed with cleaning in an orderly manner; work from top to bottom of each scaffold width and from one end of each elevation to the other.
- B. Use only those cleaning methods indicated for each material and location.
  - 1. **Do not use steel wire brushes or steel wire pads.**
  - 2. Use spray equipment that provides controlled application at volume and pressure indicated, measured at spray tip.
  - 3. For water spray application, use fan-shaped spray tip that disperses water at an angle of 25 to 50 degrees.
- C. Warm-Water Soak: Apply warm water by prolonged spraying until surface encrustation has softened sufficiently to permit its removal by water wash.



1. Remove soil and softened surface encrustation from steel with warm water applied by low-pressure spray.

D. Detergent Cleaning:

1. Wet stainless steel with warm water applied by low-pressure spray.
2. Scrub steel with detergent solution using scotch brite sponge in the direction of the visible structure (grain of the stainless steel) until soil is thoroughly dislodged and can be removed by rinsing.
3. Rinse with hot water applied by low-pressure spray.
4. Wipe dry with towels.

E. Household Cleaner Cleaning Washington Street entrance.

1. Wet stainless steel with cold water applied by low-pressure spray.
2. Apply cleaner to stainless steel by wiping with cleaner-impregnated cloths in direction of the visible structure (grain of the stainless steel).
3. Rinse with hot water.
4. Wipe dry with towels.

**END OF SECTION 05900**

RPK:cr 01/01/24



## **SECTION 079200 - JOINT SEALANTS**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. Section Includes:
  - 1. Nonstaining silicone joint sealants., and Butyl rubber based joint sealants.

#### **1.3 ACTION SUBMITTALS**

- A. Product Data: For each joint-sealant product.
- B. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.
- C. Samples for Verification: For each kind and color of joint sealant required, provide Samples with joint sealants in 1/2-inch-wide joints formed between two 6-inch-long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.
- D. Joint-Sealant Schedule: Include the following information:
  - 1. Joint-sealant application, joint location, and designation.
  - 2. Joint-sealant manufacturer and product name.
  - 3. Joint-sealant formulation.
  - 4. Joint-sealant color.

#### **1.4 INFORMATIONAL SUBMITTALS**

- A. Qualification Data: For qualified testing agency.
- B. Preconstruction Laboratory Test Schedule: Include the following information for each joint sealant and substrate material to be tested:

1. Joint-sealant location and designation.
  2. Manufacturer and product name.
  3. Type of substrate material.
  4. Proposed test.
  5. Number of samples required.
- C. Preconstruction Laboratory Test Reports: From sealant manufacturer, indicating the following:
1. Materials forming joint substrates and joint-sealant backings have been tested for compatibility and adhesion with joint sealants.
  2. Interpretation of test results and written recommendations for primers and substrate preparation are needed for adhesion.
- D. Preconstruction Field-Adhesion-Test Reports: Indicate which sealants and joint preparation methods resulted in optimum adhesion to joint substrates based on testing specified in "Preconstruction Testing" Article.
- E. Field-Adhesion-Test Reports: For each sealant application tested.
- F. Sample Warranties: For special warranties.

## 1.5 QUALITY ASSURANCE

- A. Installer Qualifications: An authorized representative who is trained and approved by manufacturer.
- B. Product Testing: Test joint sealants using a qualified testing agency.
1. Testing Agency Qualifications: Qualified according to ASTM C1021 to conduct the testing indicated.

## 1.6 FIELD CONDITIONS

- A. Do not proceed with installation of joint sealants under the following conditions:
1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F.
  2. When joint substrates are wet.
  3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
  4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

## 1.7 WARRANTY

- A. Special Installer's Warranty: Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
  - 1. Warranty Period: Two years from date of Substantial Completion.
- B. Special Manufacturer's Warranty: Manufacturer agrees to furnish joint sealants to repair or replace those joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
  - 1. Warranty Period: Five years from date of Substantial Completion.
- C. Special warranties specified in this article exclude deterioration or failure of joint sealants from the following:
  - 1. Movement of the structure caused by stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression.
  - 2. Disintegration of joint substrates from causes exceeding design specifications.
  - 3. Mechanical damage caused by individuals, tools, or other outside agents.
  - 4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

## PART 2 - PRODUCTS

### 2.1 JOINT SEALANTS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.
- B. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range .

### 2.2 NONSTAINING SILICONE JOINT SEALANTS (Type-1)

- A. Nonstaining Joint Sealants: No staining of substrates when tested according to ASTM C1248.
- B. Silicone, Nonstaining, S, NS, 100/50, NT: Nonstaining, single-component, nonsag, plus 100 percent and minus 50 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C920, Type S, Grade NS, Class 100/50, Use T, NT, M, G, A, and O.

Basis-of-Design Product: Subject to compliance with requirements, provide Dow Corning Dowsil 790 or subject to compliance with requirements provide products by one of the following:

Manufacturers:

- a. Dow Corning Corporation
- b. GE Silicones.
- c. Pecora Corporation.

**2.3 BUTYL JOINT SEALANTS (Type-2)**

- A. Butyl-Rubber-Based Joint Sealants: ASTM C1311.

**2.4 TWO PART POLYURETHANE SEALANT FOR PAVEMENTS , WALKS & CURBS (Type-3).**

1. Sealant:

- a. For Horizontal Joints: Two-part, self-leveling silicone or polyurethane sealant for traffic bearing construction; Bostik Chem-Calk 550 (not SWRI), Tremco Vulkem 255, Pecora Urexpan NR-200, Pecora Silicone 310SL, Bostik Chem-Calk 550, Dow Corning Parking Structure Sealant FC or SL, Dow Corning Contractors Concrete Sealant, Sikaflex 2c SL

2. Applicable Standards:

- a. ASTM C920, Class 100, Type S, Grade SL.

**2.5 JOINT-SEALANT BACKING**

- A. Sealant Backing Material, General: Nonstaining; compatible with joint substrates, sealants, primers, and other joint fillers; and approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

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

- a. Adfast.
- b. Alcot Plastics Ltd.
- c. BASF Corporation.
- d. Construction Foam Products; a division of Nomaco, Inc.

- B. Cylindrical Sealant Backings: ASTM C1330, Type C (closed-cell material with a surface skin), Band of size and density to control sealant depth and otherwise contribute to producing A optimum sealant performance.
- C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

## 2.6 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
  - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.

2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:
    - a. Concrete.
    - b. Masonry.
  3. Remove laitance and form-release agents from concrete.
  4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
    - a. Metal.
    - b. Granite stone panels.
- B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

### 3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
  1. Do not leave gaps between ends of sealant backings.
  2. Do not stretch, twist, puncture, or tear sealant backings.
  3. Remove absorbent sealant backings that have become wet before sealant application, and replace them with dry materials.



- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
  - 1. Place sealants so they directly contact and fully wet joint substrates.
  - 2. Completely fill recesses in each joint configuration.
  - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
  - 1. Remove excess sealant from surfaces adjacent to joints.
  - 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
  - 3. Provide concave joint profile per Figure 8A in ASTM C1193 unless otherwise indicated.

### **3.4 CLEANING**

- A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

### **3.5 PROTECTION**

- A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out, remove, and repair damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

### **3.6 JOINT-SEALANT SCHEDULE**

- A. Joint-Sealant Application: Exterior joints in vertical surfaces and horizontal nontraffic surfaces.
  - 1. Joint Locations:
    - a. Joints in dimension stone cladding.
    - b. Joints between metal panels.
    - c. Perimeter joints between materials listed above and frames of doors.

- d. Other joints as indicated on Drawings.
  - 2. Joint Sealant: Silicone, nonstaining, S, NS, 100/50, NT.
  - 3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.
- B. Joint-Sealant Application: Concealed mastics.
- 1. Joint Locations:
    - a. Sill plates.
  - 2. Joint Sealant: Butyl-rubber based.
  - 3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

**END OF SECTION 079200**

## SECTION 081113 – HOLLOW METAL DOORS AND FRAMES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes hollow-metal work.
- B. Related Requirements:
  - 1. Section 087100 "Door Hardware" for door hardware for hollow-metal doors.
  - 2. Section 081119 "Stainless Steel Doors" for hollow metal doors manufactured from stainless steel.

#### 1.3 DEFINITIONS

- A. Minimum Thickness: Minimum thickness of base metal without coatings according to SDI A250.8.

#### 1.4 COORDINATION

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

#### 1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Include construction details, material descriptions, core descriptions, fire-resistance ratings, temperature-rise ratings, and finishes.
- B. Shop Drawings: Include the following:
  - 1. Elevations of each door type.
  - 2. Details of doors, including vertical- and horizontal-edge details and metal thicknesses.
  - 3. Frame details for each frame type, including dimensioned profiles and metal thicknesses.
  - 4. Locations of reinforcement and preparations for hardware.

5. Details of each different wall opening condition.
6. Details of anchorages, joints, field splices, and connections.
7. Details of accessories.
8. Details of moldings, removable stops, and glazing.

- C. Schedule: Provide a schedule of hollow-metal work prepared by or under the supervision of supplier, using same reference numbers for details and openings as those on Drawings. Coordinate with final Door Hardware Schedule.

#### 1.6 INFORMATIONAL SUBMITTALS

- A. Product Test Reports: For each type of hollow-metal door and frame assembly, for tests performed by a qualified testing agency.

#### 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver hollow-metal work palletized, packaged, or crated to provide protection during transit and Project-site storage. Do not use nonvented plastic.
1. Provide additional protection to prevent damage to factory-finished units.
- B. Deliver welded frames with two removable spreader bars across bottom of frames, tack welded to jambs and mullions.
- C. Store hollow-metal work vertically under cover at Project site with head up. Place on minimum 4-inch- high wood blocking. Provide minimum 1/4-inch space between each stacked door to permit air circulation.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Amweld International, LLC.
  2. Ceco Door; ASSA ABLOY.
  3. Curries Company; ASSA ABLOY.
  5. DE LA FONTAINE.
  6. Pioneer Industries, Inc.
  8. Republic Doors and Frames.
  9. Steelcraft; an Ingersoll-Rand Company.
- B. Source Limitations: Obtain hollow-metal work from single source from single manufacturer.

## 2.2 REGULATORY REQUIREMENTS

- A. Fire-Rated Assemblies: Complying with NFPA 80 and listed and labeled by a qualified testing agency acceptable to authorities having jurisdiction for fire-protection ratings and temperature-rise limits indicated, based on testing at positive pressure according to NFPA 252 or UL 10C.
  - 1. Smoke- and Draft-Control Assemblies: Provide an assembly with gaskets listed and labeled for smoke and draft control by a qualified testing agency acceptable to authorities having jurisdiction, based on testing according to UL 1784 and installed in compliance with NFPA 105.

## 2.3 INTERIOR DOORS AND FRAMES

- A. Construct interior doors to comply with the standards indicated for materials, fabrication, hardware locations, hardware reinforcement, tolerances, and clearances, and as specified.
- B. Extra-Heavy-Duty Doors: SDI A250.8, Level 3.
  - 1. Physical Performance: Level A according to SDI A250.4.
  - 2. Doors:
    - a. Type: As indicated in the Door and Frame Schedule.
    - b. Thickness: 1-3/4 inches.
    - c. Face: Uncoated, cold-rolled steel sheet, minimum thickness of 0.053 inch.
    - d. Edge Construction: Model 2, Seamless.
    - e. Core: Manufacturer's standard kraft-paper honeycomb, polystyrene, polyurethane, polyisocyanurate, mineral-board, core at manufacturer's discretion.
  - 3 Exposed Finish: Prime

## 2.4 MATERIALS

- A. Cold-Rolled Steel Sheet: ASTM A 1008/A 1008M, Commercial Steel (CS), Type B; suitable for exposed applications.
- B. Hot-Rolled Steel Sheet: ASTM A 1011/A 1011M, Commercial Steel (CS), Type B; free of scale, pitting, or surface defects; pickled and oiled.
- C. Metallic-Coated Steel Sheet: ASTM A 653/A 653M, Commercial Steel (CS), Type B.
- D. Mineral-Fiber Insulation: ASTM C 665, Type I (blankets without membrane facing); consisting of fibers manufactured from slag or rock wool; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively; passing ASTM E 136 for combustion characteristics.
- E. Bituminous Coating: Cold-applied asphalt mastic, compounded for 15-mil (0.4-mm) dry film thickness per coat. Provide inert-type noncorrosive compound free of asbestos fibers, sulfur components, and other deleterious impurities.

## 2.5 FABRICATION

- A. Fabricate hollow-metal work to be rigid and free of defects, warp, or buckle. Accurately form metal to required sizes and profiles, with minimum radius for metal thickness. Where practical, fit and assemble units in manufacturer's plant. To ensure proper assembly at Project site, clearly identify work that cannot be permanently factory assembled before shipment.
- B. Hollow-Metal Doors:
  - 1. Fire Door Cores: As required to provide fire-protection and temperature-rise ratings indicated.
  - 2. Vertical Edges for Single-Acting Doors: Bevel edges 1/8 inch in 2 inches.
  - 3. Top Edge Closures: Close top edges of doors with flush closures of same material as face sheets.
  - 4. Bottom Edge Closures: Close bottom edges of doors with end closures or channels of same material as face sheets.
  - 5. Astragals: Provide overlapping astragal on one leaf of pairs of doors where required by NFPA 80 for fire-performance rating or where indicated. Extend minimum 3/4 inch beyond edge of door on which astragal is mounted or as required to comply with published listing of qualified testing agency.
- C. Fabricate concealed stiffeners and edge channels from either cold- or hot-rolled steel sheet.
- D. Hardware Preparation: Factory prepare hollow-metal work to receive templated mortised hardware; include cutouts, reinforcement, mortising, drilling, and tapping according to SDI A250.6, the Door Hardware Schedule, and templates.
  - 1. Reinforce doors and frames to receive nontemplated, mortised, and surface-mounted door hardware.
  - 2. Comply with applicable requirements in SDI A250.6 and BHMA A156.115 for preparation of hollow-metal work for hardware.

## 2.6 STEEL FINISHES

- A. Prime Finish: Clean, pretreat, and apply manufacturer's standard primer.
  - 1. Shop Primer: Manufacturer's standard, fast-curing, lead- and chromate-free primer complying with SDI A250.10; recommended by primer manufacturer for substrate; compatible with substrate and field-applied coatings despite prolonged exposure.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

- B. Examine roughing-in for embedded and built-in anchors to verify actual locations before frame installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Remove welded-in shipping spreaders installed at factory. Restore exposed finish by grinding, filling, and dressing, as required to make repaired area smooth, flush, and invisible on exposed faces.
- B. Drill and tap doors and frames to receive nontemplated, mortised, and surface-mounted door hardware.

### 3.3 INSTALLATION

- A. General: Install hollow-metal work plumb, rigid, properly aligned, and securely fastened in place. Comply with Drawings and manufacturer's written instructions.
- B. Hollow-Metal Doors: Fit hollow-metal doors accurately in frames, within clearances specified below. Shim as necessary.
  - 1. Non-Fire-Rated Steel Doors:
    - a. Between Door and Frame Jambs and Head: 1/8 inch plus or minus 1/32 inch.
    - b. Between Edges of Pairs of Doors: 1/8 inch to 1/4 inch plus or minus 1/32.
    - c. At Bottom of Door: 5/8 inch plus or minus 1/32 inch.
    - d. Between Door Face and Stop: 1/16 inch to 1/8 inch plus or minus 1/32 inch.
  - 2. Fire-Rated Doors: Install doors with clearances according to NFPA 80.
  - 3. Smoke-Control Doors: Install doors and gaskets according to NFPA 105.

### 3.4 ADJUSTING AND CLEANING

- A. Final Adjustments: Check and readjust operating hardware items immediately before final inspection. Leave work in complete and proper operating condition. Remove and replace defective work, including hollow-metal work that is warped, bowed, or otherwise unacceptable.
- B. Prime-Coat Touchup: Immediately after erection, sand smooth rusted or damaged areas of prime coat and apply touchup of compatible air-drying, rust-inhibitive primer.
- C. Metallic-Coated Surface Touchup: Clean abraded areas and repair with galvanizing repair paint according to manufacturer's written instructions.





## **SECTION 081119 - STAINLESS-STEEL DOORS AND FRAMES**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. Section Includes:
  - 1. Stainless-steel, hollow-metal doors
  - 2. Stainless-steel, hollow-metal frames.

#### **1.3 ACTION SUBMITTALS**

- A. Product Data: For each type of product indicated. Include construction details, material descriptions, core descriptions, fire-resistance rating, and finishes.
- B. Shop Drawings: Include the following:
  - 1. Elevations of each door design.
  - 2. Details of doors, including vertical and horizontal edge details and metal thicknesses.
  - 3. Frame details for each frame type, including dimensioned profiles and metal thicknesses.
  - 4. Locations of reinforcement and preparations for hardware.
  - 5. Details of each different wall opening condition.
  - 6. Details of anchorages, joints, field splices, and connections.
  - 7. Details of accessories.
  - 8. Details of conduit and preparations for power, signal, and control systems.
- C. Samples for Verification:
  - 1. Finishes: For each type of exposed finish required, prepared on Samples of not less than 3 by 5 inches.
  - 2. Doors: Include section of vertical-edge, top, and bottom construction; core construction; and hinge and other applied hardware reinforcement.
  - 3. Frames: Show profile, corner joint, floor and wall anchors, and silencers.
- D. Schedule: Provide a schedule of stainless-steel, hollow-metal work prepared by or under the supervision of supplier, using same reference numbers for details and openings as those on Drawings. Coordinate with a door hardware schedule.

#### **1.4 INFORMATIONAL SUBMITTALS**

- A. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, for each type of stainless-steel, hollow-metal door and frame assembly.

#### **1.5 QUALITY ASSURANCE**

- A. Source Limitations: Obtain stainless-steel, hollow-metal work from single source from single manufacturer.
- B. Fire-Rated Door Assemblies: Assemblies complying with NFPA 80 that are listed and labeled by a qualified testing agency, for fire-protection ratings indicated, based on testing at positive pressure according to NFPA 252 or UL 10C.
  - 1. Temperature-Rise Limit: At vertical exit enclosures and exit passageways, provide doors that have a maximum transmitted temperature end point of not more than 450 deg F above ambient after 30 minutes of standard fire-test exposure.
- C. Smoke- and Draft-Control Door Assemblies: At corridors, smoke barriers, and smoke partitions, provide assemblies tested according to UL 1784 and installed in compliance with NFPA 105.
  - 1. Air Leakage Rate: Maximum air leakage of 0.3 cfm/sq. ft. at the tested pressure differential of 0.3-inch wg of water.

#### **1.6 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver doors and frames palletized, wrapped, or crated to provide protection during transit and Project-site storage. Do not use nonvented plastic.
- B. Shipping Spreaders: Deliver welded frames with two removable spreader bars across bottom of frames, tack welded or mechanically attached to jambs and mullions.
- C. Store doors and frames under cover at Project site. Place units in a vertical position with heads up, spaced by blocking, on minimum 4-inch- high wood blocking. Avoid using nonvented plastic or canvas shelters that could create a humidity chamber.
  - 1. If wrappers on doors become wet, remove cartons immediately. Provide minimum 1/4-inch space between each stacked door to permit air circulation.

#### **1.7 PROJECT CONDITIONS**

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

## 1.8 COORDINATION

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

## PART 2 - PRODUCTS

### 2.1 STAINLESS-STEEL DOORS AND FRAMES

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Ceco Door Products; an ASSA ABLOY Group company.
  2. CURRIES Company; an ASSA ABLOY Group company.
  3. Stainless Doors, Incorporated.
  4. Steelcraft; an Ingersoll-Rand company.

### 2.2 STAINLESS-STEEL DOORS

- A. Description: Stainless-steel doors, not less than 1-3/4 inches thick, of seamless, hollow-metal construction. Construct doors with smooth, flush surfaces without visible joints or seams on faces.
1. Face Sheets: Fabricate from 0.062-inch- thick, stainless-steel sheet.
  2. Core Construction: Fabricate doors with core indicated.
    - a.. Laminated Core: foam-plastic insulation] fastened to face sheets with waterproof adhesive.
      - 1) Foam-Plastic Insulated Doors: Thermal-resistance value (R-value) of not less than [4.0 deg F x h x sq. ft./Btu (0.704 K x sq. m/W)] [6.0 deg F x h x sq. ft./Btu (1.057 K x sq. m/W)] when tested according to ASTM C 1363.
    - b) Locations: Exterior doors where indicated.
- Fire-Rated Door Core: As required to provide fire-protection and temperature-rise ratings indicated.
3. Vertical Edges for Single-Acting Doors: Beveled 1/8 inch in 2 inches.
  4. Top and Bottom Channels: Closed with continuous channels, 0.062-inch thick stainless steel.
    - a. Securely fastened using adhesive.
  5. Hardware Reinforcement: Fabricate according to ANSI/NAAMM-HMMA 866 with reinforcing plates from stainless steel.
- B. Performance: Level A, ANSI A250.4.
- C. Materials:

1. Stainless-Steel Sheet: ASTM A 240/A 240M, austenitic stainless steel, Type 316.
2. Foam-Plastic Insulation: Manufacturer's standard urethane board insulation with maximum flame-spread and smoke-developed indexes of 75 and 450, respectively, according to ASTM E 84. Enclose insulation completely within door.

D. Stainless-Steel Finishes:

1. Surface Preparation: Remove tool and die marks and stretch lines, or blend into finish.
2. Polished Finishes: Grind and polish surfaces to produce uniform finish, free of cross scratches.
  - a. Run grain of directional finishes with long dimension of each piece.
  - b. When polishing is completed, passivate and rinse surfaces. Remove embedded foreign matter and leave surfaces chemically clean.
  - c. Directional Satin Finish: No. 4.

### 2.3 STAINLESS-STEEL FRAMES

A. Description: Fabricate stainless-steel frames of construction indicated, with faces of corners mitered and contact edges closed tight.

1. Door Frames: Machine mitered and full welded.
  - a. Weld frames according to HMMA 820.
2. Door Frames for Openings 48 Inches Wide or Less: Fabricate from 0.062-inch- thick, stainless-steel sheet.
3. Hardware Reinforcement: Fabricate according to ANSI/NAAMM-HMMA 866 with reinforcing plates from stainless steel.
4. Jamb Anchors:
  - a. Postinstalled Expansion Type for In-Place Concrete or Masonry: Minimum 3/8-inch- diameter, stainless-steel bolts with expansion shields or inserts. Provide pipe spacer from frame to wall, with throat reinforcement plate, welded to frame at each anchor location.

B. Performance: Level A, ANSI A250.4.

C. Materials:

1. Stainless-Steel Sheet: ASTM A 240/A 240M, austenitic stainless steel, Type 316.
2. Frame Anchors: Stainless-steel sheet. Same type as door face.
3. Inserts, Bolts, and Anchor Fasteners: Stainless-steel components complying with ASTM F 593 and ASTM F 594, Alloy Group 1 or 2 for bolts and nuts.

D. Finishes:

1. Surface Preparation: Remove tool and die marks and stretch lines, or blend into finish.
2. Polished Finishes: Grind and polish surfaces to produce uniform finish, free of cross scratches.
  - a. Run grain of directional finishes with long dimension of each piece.
  - b. When polishing is completed, passivate and rinse surfaces. Remove embedded foreign matter and leave surfaces chemically clean.
  - c. Directional Satin Finish: No. 4.

**2.4 LOUVERS**

- A. Provide louvers for exterior doors, where indicated, which comply with SDI 111, with blades or baffles formed of 24 guage, 0.024-inch- (0.5-mm-) thick, cold-rolled steel sheet set into 18 gauge, 0.051-inch- (1.2-mm-) thick steel frame. Powder coated, color to be selected from full range colors available.
1. Sightproof Louver: Stationary louvers constructed with inverted-V or inverted-Y blades.
- B. Form corners of moldings with hairline joints. Provide fixed frame moldings on outside of exterior and on secure side of exterior doors and frames. Mitered and welded.

Aluminum insect screen: 22 Ga. 1/8" . Square Mesh Installed Exterior Side. Torx security screens.

**2.5 FABRICATION**

- A. Stainless-Steel Door Fabrication: Stainless-steel doors to be rigid and free of defects, warp, or buckle. Accurately form metal to required sizes and profiles, with minimum radius for thickness of metal.
1. Seamless Edge Construction: Door face sheets joined at vertical edges by continuous weld extending full height of door; with edges ground and polished, providing smooth, flush surfaces with no visible seams.
  2. Exterior Doors: Close top edges flush and seal joints against water penetration. Provide weep-hole openings in bottom of exterior doors to permit moisture to escape.
  3. Hardware Preparation: Factory prepare stainless-steel doors to receive templated mortised hardware; include cutouts, reinforcement, mortising, drilling, and tapping, according to the Door Hardware Schedule and templates furnished as specified in Section 087100 "Door Hardware."
    - a. Reinforce doors to receive nontemplated mortised and surface-mounted door hardware.
  4. Locate hardware as indicated, or if not indicated, according to HMMA 831, "Recommended Hardware Locations for Custom Hollow Metal Doors and Frames."

2.6

1. Tolerances: Fabricate doors to tolerances indicated in ANSI/NAAMM-HMMA 866.

B. Stainless-Steel Frame Fabrication: Fabricate stainless-steel frames to be rigid and free of defects, warp, or buckle. Accurately form metal to required sizes and profiles, with minimum radius for thickness of metal. Where practical, fit and assemble units in manufacturer's plant. To ensure proper assembly at Project site, clearly identify work that cannot be permanently factory assembled before shipment.

1. Weld flush face joints continuously; grind, fill, dress, and make smooth, flush, and invisible. Where frames are fabricated in sections due to shipping or handling limitations, provide alignment plates or angles at each joint, fabricated from same thickness metal as frames.

2. Provide countersunk, flat-, or oval-head exposed screws and bolts for exposed fasteners unless otherwise indicated.

3. Floor Anchors: Weld anchors to bottom of jambs and mullions with at least four spot welds per anchor.

4. Jamb Anchors: Provide number and spacing of anchors as follows:

a. Postinstalled Expansion Type: Locate anchors not more than 6 inches from top and bottom of frame. Space anchors not more than 26 inches o.c.

5. Head Reinforcement: For frames more than 48 inches wide, provide continuous head reinforcement for full width of opening, welded to back of frame at head.

6. Door Silencers: Except on weather-stripped frames, drill stops to receive door silencers as follows. Provide plastic plugs to keep holes clear during construction.

a. Single-Door Frames: Drill stop in strike jamb to receive three door silencers.

7. Hardware Preparation: Factory prepare stainless-steel frames to receive templated mortised hardware; include cutouts, reinforcement, mortising, drilling, and tapping, according to the Door Hardware Schedule and templates furnished as specified in Section 087100 "Door Hardware."

a. Reinforce frames to receive nontemplated mortised and surface-mounted door hardware.

b. Locate hardware as indicated, or if not indicated, according to HMMA 831, "Recommended Hardware Locations for Custom Hollow Metal Doors and Frames."

8. Tolerances: Fabricate frames to tolerances indicated in ANSI/NAAMM-HMMA 866.

### **PART 3 - EXECUTION**

#### **3.1 EXAMINATION**

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of stainless-steel doors and frames.
- B. Examine roughing-in for embedded and built-in anchors to verify actual locations of stainless-steel, door-frame connections before frame installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

#### **3.2 PREPARATION**

- A. Remove welded-in shipping spreaders installed at factory. Restore exposed finish by grinding, filling, and dressing, as required to make repaired area smooth, flush, and invisible on exposed faces.
- B. Prior to installation and with installation spreaders in place, adjust and securely brace stainless-steel door frames for squareness, alignment, twist, and plumb to the following tolerances:
  - 1. Squareness: Plus or minus 1/16 inch, measured at door rabbet on a line 90 degrees from jamb perpendicular to frame head.
  - 2. Alignment: Plus or minus 1/16 inch, measured at jambs on a horizontal line parallel to plane of wall.
  - 3. Twist: Plus or minus 1/16 inch, measured at opposite face corners of jambs on parallel lines, and perpendicular to plane of wall.
  - 4. Plumbness: Plus or minus 1/16 inch, measured at jambs on a perpendicular line from head to floor.
- C. Drill and tap doors and frames to receive nontemplated mortised and surface-mounted door hardware.

#### **3.3 INSTALLATION**

- A. General: Install stainless-steel doors and frames plumb, rigid, properly aligned, and securely fastened in place; comply with ANSI/NAAMM-HMMA 866 and manufacturer's written instructions.
- B. Stainless-Steel Frames: Install stainless-steel frames of size and profile indicated.
  - 1. Set frames accurately in position; plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is complete, remove temporary braces, leaving surfaces smooth and undamaged.
    - a. At fire-protection-rated openings, install frames according to NFPA 80.
    - b. Where frames are fabricated in sections due to shipping or handling limitations, field splice at approved locations by welding face joint continuously; grind, fill, dress, and make splice smooth, flush, and invisible on exposed faces.

- c. Install door silencers in frames before grouting.
  - d. Remove temporary braces necessary for installation only after frames have been properly set and secured.
  - e. Check plumb, squareness, and twist of frames as walls are constructed. Shim as necessary to comply with installation tolerances.
  - f. Apply corrosion-resistant coating to backs of grout-filled frames.
2. In-Place Concrete or Masonry Construction: Secure frames in place with postinstalled expansion anchors. Countersink anchors, and fill and make smooth, flush, and invisible on exposed faces.
  3. Installation Tolerances: Adjust stainless-steel frames for squareness, alignment, twist, and plumb to the following tolerances:
    - a. Squareness: Plus or minus 1/16 inch, measured at door rabbet on a line 90 degrees from jamb perpendicular to frame head.
    - b. Alignment: Plus or minus 1/16 inch, measured at jambs on a horizontal line parallel to plane of wall.
    - c. Twist: Plus or minus 1/16 inch, measured at opposite face corners of jambs on parallel lines, and perpendicular to plane of wall.
    - d. Plumbness: Plus or minus 1/16 inch, measured at jambs at floor.
- C. Stainless-Steel Doors: Fit non-fire-rated doors accurately in frames with the following clearances:
1. Non-Fire-Rated Doors:
    - a. Jambs and Head: 1/8 inch plus or minus 1/16 inch.
    - b. Between Edges of Pairs of Doors: 1/8 inch plus or minus 1/16 inch.
    - c. Between Bottom of Door and Top of Threshold: Maximum 3/8 inch.
    - d. Between Bottom of Door and Top of Finish Floor (No Threshold): Maximum 3/4 inch.
  2. Fire-Rated Doors: Install doors with clearances according to NFPA 80.
  3. Smoke-Control Doors: Install doors according to NFPA 105.

### **3.4 ADJUSTING AND CLEANING**

- A. Final Adjustments: Check and readjust operating hardware items immediately before final inspection. Leave work in complete and proper operating condition. Remove and replace defective work including stainless-steel doors or frames that are warped, bowed, or otherwise unacceptable.
- B. Stainless-Steel Touchup: Immediately after erection, smooth any abraded areas of stainless steel and polish to match undamaged finish.

**END OF SECTION 081119**

RMR:avs 01/01/24



## **SECTION 081743 –COMPOSITE FRP DOORS AND FRAMES**

### **PART 1 - GENERAL**

#### **1.1 SECTION INCLUDES**

- A. AF Composite doors with FRP frames.

#### **1.2 RELATED SECTIONS**

- A. Section 087100 - Door Hardware:
- B. Section 088000 - Glazing.

#### **1.3 REFERENCES**

- A. AAMA 1304-02 - Voluntary Specification for Forced Entry Resistance of Side-Hinged Door Systems
- B. ASTM C 1363 – Standard Test Method for Thermal Performance of Building Materials and Envelope Assemblies by Means of Hot Box Apparatus.
- C. ASTM D 256 – Standard Test Methods for Determining the Izod Pendulum Impact Resistance of Plastics.
- D. ASTM D 638 – Standard Test Method for Tensile Properties of Plastics.
- E. ASTM D 570 – Standard Test Method for Water Absorption of Plastics.
- F. ASTM D 790 – Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials.
- G. ASTM D 1761-06 – Standard Test Methods for Mechanical Fasteners in Wood.
- H. ASTM D 2583 – Standard Test Method for Indentation Hardness of Rigid Plastics by Means of a Barcol Impressor.
- I. ASTM D 3029 – Test Methods for Impact Resistance of Flat Rigid Plastic Specimens by Means of a Falling Weight.
- J. ASTM D 6670-01 - Standard Practice for Full-Scale Chamber Determination of Volatile Organic Emissions from Indoor Materials/Products.
- K. ASTM E 84-11 – Standard Method of Test for Surface Burning Characteristics of Building Materials.

- L. ASTM E 283-04 – Test Method for Determining Rate of Airflow Through Exterior Windows, Curtain Walls and Doors Under Specified Pressure Differences Across the Specimen.
- M. ASTM E 330-02 – Test Method for Structural Performance of Exterior Windows, Curtain Walls, Doors by Uniform Static Air Pressure Difference.
- N. ASTM E 331-00 – Test Method for Water Penetration of Exterior Windows, Curtain Walls and Doors, and Curtain Walls by Uniform Static Air Pressure Difference.
- O. ASTM E 1886 – Standard Test Method for Performance of Exterior Windows, Curtain Walls, Doors and Storm Shutters Impacted by Missile and Exposed to Cyclic Pressure Differentials.
- P. ASTM E 1996 – Standard Specification for Performance of Exterior Windows, Curtain Walls, Doors, and Impact Protective Systems Impacted by Windborne Debris in Hurricanes.

#### **1.4 PERFORMANCE REQUIREMENTS**

- A. General: Provide door assemblies that have been designed and fabricated to comply with specified performance requirements, as demonstrated by testing manufacturer's corresponding standard systems.
- B. Air Infiltration: For a single door 3'-0" x 7'-0", test specimen shall be tested in accordance with ASTM E 283 at pressure differential of 1.57 psf. Door shall not exceed 0.20 cfm/ft<sup>2</sup>.
- C. Uniform Load Structural: For a single door 3'-0" x 7'-0", test specimen shall be tested in accordance with ASTM E 330: Plus or minus 112.5 psf.
- D. Forced Entry Resistance per AAMA 1304-02: Pass.
- E. Large Missile Impact Test per ASTM E 1996: Pass.
- F. Air Pressure Cycle Test per ASTM E 1886: Plus or Minus 75 psf.
- G. Indoor air quality testing per ASTM D 6670-01: GREENGUARD Environmental Institute Certified including GREENGUARD for Children and Schools Certification.
- H. Thermal Transmission, Exterior Doors, U-Value, ASTM C 1363: Maximum of 0.34 BTU/hr. x sf x degrees F.
- I. Screw Pullout, ASTM D 1761-06, Minimum 924 pounds.
- J. Surface Burning Characteristics, Class C Option On Exterior Faces of Exterior FRP Doors and Panels, ASTM E 84:
  - 1. Flame Spread: Maximum of 200, Class C.
  - 2. Smoke Developed: Maximum of 450, Class C.

- K. Surface Burning Characteristics, Class A Option, on Interior Faces of FRP Exterior Panels and Both Faces of FRP Interior Panels, ASTM E 84:
  - 1. Flame Spread: Maximum of 25.
  - 2. Smoke Developed: Maximum of 450.
  
- L. FRP Class A Sandstone face Sheet Properties:
  - 1. Izod Impact Strength, ASTM D 256, Minimum 6.0 ft-lb/in notched.
  - 2. Tensile Strength, ASTM D 638, Minimum  $7 \times 10^3$  psi.
  - 3. Tensile Modulus, ASTM D 638, Minimum  $0.5 \times 10^6$  psi.
  - 4. Water Absorption, ASTM D 570, Maximum 0.15%/ 24 hours @ 77°F.
  - 5. Flexural Strength, ASTM D 790, Minimum  $11 \times 10^3$  psi.
  - 6. Flexural Modulus, ASTM D 790, Minimum  $0.35 \times 10^6$  psi.
  - 7. Barcol Hardness, ASTM D 2583, Minimum 40.

## 1.5 SUBMITTALS

- A. Comply with Section 013300 - Submittal Procedures.
- B. Product Data: Submit manufacturer's product data, including description of materials, components, fabrication, finishes, and installation.
- C. Shop Drawings: Submit manufacturer's shop drawings, including elevations, sections, and details, indicating dimensions, tolerances, materials, fabrication, doors, panels, framing, and finish.
- D. Samples:
  - 1. Door: Submit manufacturer's sample of door showing face sheets, core, framing, and finish.
  - 2. Color: Submit manufacturer's samples of standard colors of doors and frames.
- E. Test Reports: Submit test reports from qualified independent testing agency indicating doors comply with specified performance requirements.
- F. Manufacturer's Project References: Submit list of successfully completed projects including project name and location, name of architect, and type and quantity of doors manufactured.
- G. Maintenance Manual: Submit manufacturer's maintenance and cleaning instructions for doors, including maintenance and operating instructions for hardware.

### Closeout Submittals.

- 1. Operation and Maintenance Manual.
  - a. Submit manufacturer's maintenance and cleaning instructions for doors and frames, including maintenance and operating instructions for hardware.

- H. Warranty: Submit manufacturer's standard warranty.

## 1.6 QUALITY ASSURANCE

### A. Manufacturer's Qualifications:

1. Continuously engaged in manufacturing of doors of similar type to that specified, with a minimum of 25 years successful experience.
2. Door and frame components from same manufacturer.
3. Evidence of a compliant documented quality management system.

## 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Delivery: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying opening door mark and manufacturer.
- B. Storage: Store materials in clean, dry area indoors in accordance with manufacturer's instructions.
- C. Handling: Protect materials and finish from damage during handling and installation.

## 1.8 WARRANTY

- A. Warrant doors, frames, and factory hardware against failure in materials and workmanship, including excessive deflection, faulty operation, defects in hardware installation, and deterioration of finish or construction in excess of normal weathering.
- B. Warranty Period: Ten years starting on date of substantial completion. In addition, a limited lifetime (while the door is in its specified application in its original installation) warranty covering: failure of corner joinery, core deterioration, and delamination or bubbling of door skin and corrosion.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURER

- A. Basis of Design, Subject to compliance with requirements provide: Special-Lite, Inc. 860 Dugan Associates, Rep. Kyle Learch, (518-281-4018) Web Site <https://www.duganmfgrp.com/>

E-Mail [kyle@duganassoc.com](mailto:kyle@duganassoc.com) or [info@special-lite.com](mailto:info@special-lite.com). or an approved equivalent product from one of the following manufacturers.

1. Corrim Company

2. Simon Door Company

**2.2 FRP FLUSH DOORS & SIDEPANEL**

- A. Model: AF-220 Sandstone Skin Texture Composite Fiberglass Door.
- B. Door Opening Size: As indicated on the Drawings.
- C. Construction:
  - 1. Door & Panel Thickness: 1-3/4 inches.
  - 2. Construction: Doors & panel shall be fabricated using insulated pultruded stiles and rails with - 120" FRP face sheets. Stiles and rails to be secured at corners with pultruded corner clip.
  - 3. Reinforcement: Solid high-density urethane shapes to be chemically welded to stiles, rails and/ or core at factory. No metallic reinforcements will be allowed.
  - 4. Top Rail: Pultruded FRP insulated stile material.
  - 5. Bottom Rail: Pultruded FRP insulated stile material.
  - 6. Corners.
    - a. Mitered.
    - b. Secured with pultruded fiberglass corner clip chemically welded to stiles and rails.
    - c. Mechanical fasteners to secure corner joints not acceptable.
- D. Face Sheet:
  - 1. AF-220.
    - a. Material: Exterior Grade UV resistant FRP, 0.120-inch thickness, finish color throughout.
    - b. Texture: Sandstone.
    - c. Color: As selected by Architect from manufacturer's full range.
    - d. Interior face to meet Class A requirements.
- E. Core:

Material: Expanded Polystyrene.

  - 1. 2.0 pcf.
  - 1. High strength to weight ratio.
  - 2. Corrosion, fungi, rot, chemical and moisture resistant.
  - 3. Sound and vibration dampening.
- F. Cutouts:
  - 1. Manufacture sidelight panels and doors with cutouts for required louvers.
- G. Hardware:

1. Pre-machine doors in accordance with templates from specified hardware manufacturers and hardware schedule.
2. Hardware Installation
  - a. Locks, panic devices & hinges to be factory applied.
  - b. Door closers to be prepped and field installed.
  - c. 10 year warranty on the installation of factory applied hardware
3. Surface mounted closures will be reinforced for but not prepped or installed at factory.
4. Reinforcements.
  - a. Solid high-density polyurethane shapes chemically welded to stiles, rails and/ or core.
  - b. No metallic reinforcements will be allowed.

### **2.3 MATERIALS**

- A. Components: Door and frame components from same manufacturer.
- B. Fasteners:
  1. Material: Aluminum, 18-8 stainless steel, or other noncorrosive metal.
  2. Compatibility: Compatible with items to be fastened.

### **2.4 FABRICATION**

1. Sizes and Profiles: Required sizes for door and frame units, and profile requirements shall be as indicated on the Drawings.
2. Coordination of Fabrication: Field measure before fabrication and show recorded measurements on shop drawings.
3. Assembly:
  - a. Complete cutting, fitting, forming, drilling, and chemically welding of FRP before assembly.
4. Fit:
  - a. Maintain continuity of line and accurate relation of planes and angles.
  - b. Secure attachments and support at mechanical joints with hairline fit at contacting members.

## 2.5 FRP FRAMING SYSTEMS

### A. Framing: AF-150:

1. Size and Type: As indicated on the Drawings.
2. Materials: 1/4" thick solid pultruded FRP profiles having no corrosive components or reinforcement.
3. Width: 2" face.
4. Depth: 5.
5. Frame Assembly: Chemically welded. .
6. Door Stop: 5/8" x 2 1/4".
7. Corner Construction: Mitered with 4" x 4" x 3/8" pultruded FRP angle reinforcement with interlocking pultruded FRP brackets. All member to member connections chemically welded. Provide hairline butt joint appearance.
8. Reinforcing: 1/4" pultruded FRP chemically welded at all hinge, strike and closer locations.
9. Hardware  
Pre-machine and reinforce frame members for hardware in accordance with manufacturer's standards and door hardware schedule.  
Surface mounted closures will be reinforced for but not prepped or installed at factory.  
Anchors: Masonry. Existing concrete or block punch and dimple.
10. Anchors: Furnished with type as specified on drawings.
11. Fasteners for reinforcing: 18-8 Stainless Steel.
12. Sidelites.: Same as perimeter frame members. Removable stop for 1/4", 5/8" or 1" glass or panels.
13. Color: As selected by Architect from the manufacturer's full range of colors.

### B. Mullion:

1. Materials: 1/4" thick solid pultruded FRP profiles having no corrosive components or reinforcement.
2. Removeable
3. Anchor: per manufacturers recommendations.

## 2.6 HARDWARE

- A. Premachine doors in accordance with templates from specified hardware manufacturers and hardware schedule. Reinforce for specific hardware locations:

## 2.7 FABRICATION

### A. Factory Assembly.

1. Door and frame components from the same manufacturer.
2. Required size for door and frame units, shall be as indicated on the drawings.

3. Complete cutting, fitting, forming, drilling, and grinding of metal before assembly.
4. All cut edges to be free of burs.
5. Electrical arc welding of doors or frames is not acceptable.
6. Maintain continuity of line and accurate relation of planes and angles.
7. Secure attachments and support at mechanical joints with hairline fit at contact surfaces.

**B. Shop Fabrication**

1. All shop fabrication to be completed in accordance with manufactures process work instructions.
2. Quality control to be performed before leaving each department.

**2.8 FINISH**

**A. Finish for Door Edges and Frames: Primer with a finished color coat:**

1. Painted Finish: Two-part aliphatic polyurethane, low VOC, Industrial Coating.
2. Thickness: 5 mils.
3. Sheen: Gloss.
4. Impact Resistance per ASTM D 2794: 140 in lbs.

**B. Finish for Face Sheet: Through color, as selected from manufacturer's standard sandstone finishes.**

**PART 3 - EXECUTION**

**3.1 EXAMINATION**

- A. Examine areas to receive doors. Notify Architect of conditions that would adversely affect installation or subsequent use. Do not proceed with installation until unsatisfactory conditions are corrected.**

**3.2 PREPARATION**

- A. Ensure openings to receive frames are plumb, level, square, and in tolerance.**

**3.3 INSTALLATION**

- A. Install doors in accordance with manufacturer's instructions**
1. Install doors plumb, level, square, true to line, and without warp or rack.



2. Anchor frames securely in place.
3. Set thresholds in bed of mastic and backseal.

- B. Install exterior doors to be weathertight in closed position.
- C. Repair minor damages to finish in accordance with manufacturer's instructions and as approved by Architect.
- D. Remove and replace damaged components that cannot be successfully repaired as determined by Architect.

### **3.4 FIELD QUALITY CONTROL**

- A. Manufacturer's Field Services: Manufacturer's representative shall provide technical assistance and guidance for installation of doors.

### **3.5 ADJUSTING**

- A. Adjust doors, hinges, and locksets for smooth operation without binding.

### **3.6 CLEANING**

- A. Clean doors promptly after installation in accordance with manufacturer's instructions.
- B. Do not use harsh cleaning materials or methods that would damage finish.

### **3.7 PROTECTION**

- A. Protect installed doors to ensure that, except for normal weathering, doors will be without damage or deterioration at time of substantial completion.

### **END OF SECTION 081743**

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## **SECTION 084229.23 - SLIDING AUTOMATIC ENTRANCES**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. Section Includes:
  - 1. Sliding automatic entrances.
- B. Related Requirements:
  - 1. Section "321313 - Concrete Paving".

#### **1.3 DEFINITIONS**

- A. AAADM: American Association of Automatic Door Manufacturers.
- B. Activation Device: A control that, when actuated, sends an electrical signal to the door operator to open the door.
- C. Safety Device: A control that, to avoid injury, prevents a door from opening or closing.
- D. For automatic door terminology, refer to BHMA A156.10 for definitions of terms.

#### **1.4 COORDINATION**

- A. Templates: Distribute for doors, frames, and other work specified to be factory prepared for installing automatic entrances.
- B. Coordinate hardware with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish. Coordinate hardware for automatic entrances with hardware required for rest of Project.
- C. Electrical System Roughing-in: Coordinate layout and installation of automatic entrances with connections to power supplies

## **1.5 PREINSTALLATION MEETINGS**

- A. Preinstallation Conference: Conduct conference at Project site

## **1.6 ACTION SUBMITTALS**

- A. Product Data: For each type of product.
  - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for automatic entrances.
  - 2. Include rated capacities, operating characteristics, electrical characteristics, and furnished specialties and accessories.
- B. Shop Drawings: For sliding automatic entrances.
  - 1. Include plans, elevations, sections, hardware mounting heights, and attachment details.
  - 2. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
  - 3. Include diagrams for power, signal, and control wiring.
  - 4. Indicate locations of activation and safety devices.
  - 5. Include hardware schedule and indicate hardware types, functions, quantities, and locations.
- C. Samples for Initial Selection: For units with factory-applied finishes.
  - 1. Include Samples of hardware and accessories involving color or finish selection.
- D. Samples for Verification: For each type of exposed finish required, in manufacturer's standard sizes.

## **1.7 INFORMATIONAL SUBMITTALS**

- A. Qualification Data: For Installer manufacturer .
- B. Product Certificates: For each type of automatic entrance. Include emergency-exit features of automatic entrances serving as a required means of egress.
- C. Product Test Reports: For each type of automatic entrance, for tests performed by a qualified testing agency.
- D. Field quality-control reports.
- E. Sample Warranties: For manufacturer's special warranties.

## **1.8 CLOSEOUT SUBMITTALS**

- A. Operation and Maintenance Data: For automatic entrances, safety devices, and control systems to include in operation and maintenance manuals.

## **1.9 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: A manufacturer with Company Certificate issued by AAADM indicating that manufacturer has a Certified Inspector on staff.
- B. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation and maintenance of units required for this Project
  - 1. Maintenance Proximity: Not more than two hours' normal travel time from Installer's place of business to Project site.
- C. Installed by a certified AAADM.

## **1.10 WARRANTY**

- A. Special Warranty: Manufacturer agrees to repair or replace components of automatic entrances that fail in materials or workmanship within specified warranty period.
  - 1. Failures include, but are not limited to, the following:
    - a. Structural failures including, but not limited to, excessive deflection.
    - b. Faulty operation of operators, controls, and hardware.
    - c. Deterioration of metals, metal finishes, and other materials beyond normal weathering and use.
  - 2. Warranty Period: Two years from date of Substantial Completion.
- B. Special Finish Warranty: Manufacturer agrees to repair or replace components on which finishes fail in materials or workmanship within specified warranty period.
  - 1. Warranty Period: 10 years from date of Substantial Completion.

## **PART 2 - PRODUCTS**

### **2.1 AUTOMATIC ENTRANCE ASSEMBLIES**

- A. Source Limitations: Obtain sliding automatic entrances from single source from single manufacturer.

- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. Power-Operated Door Standard: BHMA A156.10.

## 2.2 PERFORMANCE REQUIREMENTS

- A. Structural Performance: Automatic entrances shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated according to ASCE/SEI 7
  - 1. Wind Loads: 31 psf.
- B. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes.
  - 1. Temperature Change: 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces
- C. Operating Temperature Range: Automatic entrances shall operate within minus 20 to plus 122 deg F (minus 29 to plus 50 deg C)
- D. Air Infiltration: Maximum air leakage through fixed glazing and framing areas of 1.25 cfm/sq. ft. (6.4 L/s x sq. m) of fixed entrance-system area when tested according to ASTM E283 at a minimum static-air-pressure difference of 6.24 lbf/sq. ft. (300 Pa)
- E. Opening Force:
  - 1. Power-Operated Doors: Not more than 50 lbf (222 N) required to manually set door in motion if power fails, and not more than 15 lbf (67 N) required to open door to minimum required width.
  - 2. Breakaway Device for Power-Operated Doors: Not more than 50 lbf (222 N) required for a breakaway door or panel to open.
- F. Entrapment-Prevention Force:
  - 1. Power-Operated Sliding Doors: Not more than 30 lbf (133 N) required to prevent stopped door from closing.

## 2.3 SLIDING AUTOMATIC ENTRANCES

- A. General: Provide manufacturer's standard automatic entrances, including doors, sidelites, framing, headers, carrier assemblies, roller tracks, door operators, controls, and accessories required for a complete installation.

B. Sliding Automatic Entrance:

1. Basis-of-Design Product: Subject to compliance with requirements, provide Horton Automatics; a division of Overhead Door Corporation, Series 2000, Linear Operator, or comparable product by one of the following:
  - a. Biparting-Sliding Units:
    - 1.DORMA Automatics; Division of DORMA Group North America.
    - 2.Stanley Access Technologies, LLC; Division of Stanley Security Solutions.
2. Configuration, Single-Sliding: Single-sliding door with one sliding leaf and sidelite.
  - a. Traffic Pattern: Two way.
  - b. Emergency Breakaway Capability: Sliding leaf and sidelite .
  - c. Mounting: Between jambs.
3. Operator Features:
  - a. Power opening and closing.
  - b. Drive System: Linear Drive.
  - c. Adjustable opening and closing speeds.
  - d. Adjustable hold-open time between zero and 30 seconds.
  - e. Obstruction recycle.
  - f. On-off/hold-open switch to control electric power to operator, key operated.
  - g. Battery pack for uninterrupted power supply
4. Sliding-Door Carrier Assemblies and Overhead Roller Tracks: Carrier assembly that allows vertical adjustment; consisting of nylon- or Delrin-covered, ball-bearing-center steel wheels operating on a continuous roller track, or ball-bearing-center steel wheels operating on a nylon- or Delrin-covered, continuous roller track. Support doors from carrier assembly by cantilever and pivot assembly.
  - a. Rollers: Minimum of two ball-bearing roller wheels and two antirise rollers for each active leaf.
5. Sliding-Door Threshold: Threshold members and bottom-guide-track system with stainless steel, ball-bearing-center roller wheels.
  - a. Configuration, Threshold: Saddle-type threshold across door opening and surface-mounted guide-track system at sidelites.
6. Controls: Activation and safety devices as indicated on Drawings and according to BHMA standards.
  - a. Activation Device, Motion Sensor: Mounted on each side of door header to detect pedestrians in activating zone and to open door.

- b. Safety Device, Photoelectric Beams: Two photoelectric beams mounted in sidelite jambs on each side of door to detect pedestrians in presence zone and to prevent door from closing.
7. Finish: Finish framing, door(s), and header with Class II, clear anodic finish .

## 2.4 ENTRANCE COMPONENTS

- A. Framing Members: Extruded aluminum, minimum 0.125 inch (3.2 mm) thick and reinforced as required to support imposed loads.
  1. Nominal Size: 1-3/4 by 4-1/2 inches (45 by 115 mm)
  2. Extruded Glazing Stops and Applied Trim: Minimum 0.062-inch (1.6-mm) wall thickness.
- B. Stile and Rail Doors: 1-3/4-inch- (45-mm-) thick, glazed doors with minimum 0.125-inch- (3.2-mm-) thick, extruded-aluminum tubular stile and rail members. Mechanically fasten corners with reinforcing brackets that are welded, or incorporate concealed tie-rods that span full length of top and bottom rails.
  1. Glazing Stops and Gaskets: Square, snap-on, extruded-aluminum stops and preformed gaskets.
  2. Stile Design: Medium stile, 3-1/2-inch (90-mm) nominal width.
  3. Rail Design: 10-inch (254-mm) nominal height.
- C. Sidelite: 1-3/4-inch- (45-mm-) deep sidelite with minimum 0.125-inch- (3.2-mm-) thick, extruded-aluminum tubular stile and rail members matching door design.
  1. Glazing Stops and Gaskets: Same materials and design as for stile and rail door
  2. Muntin Bars: Horizontal tubular rail members for each sidelite; match stile design.
- D. Headers: Fabricated from minimum 0.125-inch- (3.2-mm-) thick extruded aluminum and extending full width of automatic entrance units to conceal door operators and controls. Provide hinged or removable access panels for service and adjustment of door operators and controls. Secure panels to prevent unauthorized access.
  1. Mounting: Concealed, with one side of header flush with framing.
  2. Capacity: Capable of supporting doors of up to 175 lb. (79 kg) per leaf over spans of up to 8 feet without intermediate supports.
    - a. Provide sag rods for spans exceeding 14 feet (4.3 m).
- E. Brackets and Reinforcements: High-strength aluminum with nonstaining, nonferrous shims for aligning system components.
- F. Signage: As required by cited BHMA standard.



1. Application Process: Door manufacturer's standard process

## 2.5 MATERIALS

- A. Aluminum: Alloy and temper recommended by manufacturer for type of use and finish indicated.
  1. Extrusions: ASTM B221
  2. Sheet: ASTM B209
- B. Steel Reinforcement: Reinforcement with corrosion-resistant primer complying with SSPC-PS Guide No. 12.00 applied immediately after surface preparation and pretreatment. Use surface preparation methods according to recommendations in SSPC-SP COM and prepare surfaces according to applicable SSPC standard.
- C. Glazing: As specified in Section 088000 "Glazing."
- D. Sealants and Joint Fillers: As specified in Section 079200 "Joint Sealants."
- E. Nonmetallic, Shrinkage-Resistant Grout: Premixed, nonmetallic, noncorrosive, nonstaining grout; complying with ASTM C1107/C1107M; of consistency suitable for application.
- F. Bituminous Coating: Cold-applied asphalt emulsion complying with ASTM D1187/D1187M.
- G. Fasteners and Accessories: Corrosion-resistant, nonstaining, nonbleeding fasteners and accessories compatible with adjacent materials.

## 2.6 DOOR OPERATORS AND CONTROLS

- A. General: Provide operators and controls, which include activation and safety devices, according to BHMA standards, for condition of exposure, and for long-term, maintenance-free operation under normal traffic load for type of occupancy indicated.
- B. Door Operators: Provide door operators of size recommended by manufacturer for door size, weight, and movement.
  1. Door Operator Performance: Door operators shall open and close doors and maintain them in fully closed position when subjected to Project's design wind loads.
  2. Electromechanical Operators: Concealed, self-contained, overhead units powered by fractional-horsepower, permanent-magnet dc motor; with closing speed controlled mechanically by gear train and dynamically by braking action of electric motor; with solid-state microprocessor controller; complying with UL 325; and with manual operation with power off.

- C. Motion Sensors: Self-contained, K-band-frequency, microwave-scanner units; fully enclosed by their plastic housings; adjustable to provide detection-field sizes and functions required by BHMA A156.10.
  - 1. For one-way traffic, sensor on ingress side shall not be active when doors are fully closed.
- D. Presence Sensors: Self-contained, active-infrared scanner units; adjustable to provide detection-field sizes and functions required by BHMA A156.10. Sensors shall remain active at all times.
- E. Photoelectric Beams: Pulsed infrared, sender-receiver assembly for recessed mounting. Beams shall not be active when doors are fully closed.
- F. Electrical Interlocks: Unless units are equipped with self-protecting devices or circuits, provide electrical interlocks to prevent activation of operator when door is locked, latched, or bolted.

## 2.7 HARDWARE

- A. General: Provide units in sizes and types recommended by automatic entrance and hardware manufacturers for entrances and uses indicated. Finish exposed parts to match door finish
- B. Breakaway Device for Power-Operated Doors: Device that allows door to swing out in direction of egress to full 90 degrees from any operating position. Maximum force to open door shall be as stipulated in "Performance Requirements" Article. Interrupt powered operation of door operator while in breakaway mode.
  - 1. Include two adjustable detent devices mounted in SO breakaway panel; one top mounted and one bottom mounted to control breakaway force.
  - 2. Two-Point Locking for Stile and Rail Sliding Doors: Mechanism in stile of active door leaf that automatically extends second lockbolt into overhead carrier assembly threshold.
  - 3. Three-Point Locking for Stile and Rail Sliding Doors: Mechanism in stile of active door leaf that automatically extends lockbolts into overhead carrier assembly and threshold.
- C. Access-Control Locking: Electrically controlled device mounted in header that automatically locks sliding door in closed position, preventing door panels from sliding manually. Provide fail- secure operation if power fails.
  - 1. Include concealed, vertical-rod, tamper-proof exit devices, complying with UL 305, with latching into threshold and overhead carrier assembly and released by full-width panic bar, surface mounted prohibiting manual breakout of door(s) from exterior.
  - 2. Power Interruption: Lock shall be disengaged, allowing doors to slide manually.
  - 3. Means of Egress: Vertical rod exit device.
  - 4. Include locking devices for sidelites to prevent manual breakout.
- D. Uninterrupted Power Supply: UL 1778, fully integrated unit mounted within header or adjacent to the unit.

1. Power Interruption: Supply power to operator, controls, activation device, and safety systems of sliding automatic door for up to 100 cycles of normal operation.
2. Include low-battery shutdown feature to safely open or close door prior to complete battery discharge.
3. Include audible battery replacement alarm to indicate that battery will no longer accept a charge and replacement is required.

E. Weather Stripping: Replaceable components.

1. Sliding Type: AAMA 701/702, made of wool, polypropylene, or nylon woven pile with nylon-fabric or aluminum-strip backing.

## 2.8 FABRICATION

A. General: Factory fabricate automatic entrance components to designs, sizes, and thicknesses indicated and to comply with indicated standards.

1. Form aluminum shapes before finishing.
2. Weld in concealed locations to greatest extent possible to minimize distortion or discoloration of finish. Remove weld spatter and welding oxides from exposed surfaces by descaling or grinding.
3. Use concealed fasteners to greatest extent possible. Where exposed fasteners are required, use countersunk Phillips flat-head machine screws, finished to match framing
  - a. Where fasteners are subject to loosening or turning out from thermal and structural movements, wind loads, or vibration, use self-locking devices.
  - b. Reinforce members as required to receive fastener threads.
4. Where aluminum will contact dissimilar metals, protect against galvanic action by painting contact surfaces with primer or by applying sealant or tape recommended by manufacturer for this purpose.

B. Framing: Provide automatic entrances as prefabricated assemblies. Complete fabrication, assembly, finishing, hardware application, and other work before shipment to Project site.

1. Fabricate tubular and channel frame assemblies with welded or mechanical joints. Provide subframes and reinforcement as required for a complete system to support required loads.
2. Perform fabrication operations in manner that prevents damage to exposed finish surfaces.
3. Form profiles that are sharp, straight, and free of defects or deformations.
4. Provide components with concealed fasteners and anchor and connection devices.
5. Fabricate components with accurately fitted joints, with ends coped or mitered to produce hairline joints free of burrs and distortion.
6. Fabricate exterior components to drain water passing joints, condensation occurring within framing members, and moisture migrating within system to exterior. Provide

- anchorage and alignment brackets for concealed support of assembly from building structure.
7. Allow for thermal expansion of exterior units.
- C. Doors: Factory fabricated and assembled in profiles indicated. Reinforce as required to support imposed loads and for installing hardware.
- D. Door Operators: Factory fabricated and installed in headers, including adjusting and testing.
- E. Glazing: Fabricate framing with minimum glazing edge clearances for thickness and type of glazing indicated, according to GANA's "Glazing Manual."
- F. Hardware: Factory install hardware to greatest extent possible; remove only as required for final finishing operation and for delivery to and installation at Project site. Cut, drill, and tap for factory-installed hardware before applying finishes.
1. Provide sliding-type weather stripping, mortised into door, at perimeter of doors and breakaway sidelites.
- G. Controls:
1. General: Factory install activation and safety devices in doors and headers as required by BHMA A156.10 for type of door and direction of travel.
  2. Install photoelectric beams in vertical jambs of sidelites, with dimension above finished floor as follows:
    - a. Top Beam: 48 inches (1219 mm)
    - b. Bottom Beam: 24 inches (610 mm).

## 2.9 GENERAL FINISH REQUIREMENTS

- A. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- B. Apply organic and anodic finishes to formed metal after fabrication unless otherwise indicated.
- C. Appearance of Finished Work: Noticeable variations in same piece are unacceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

## 2.10 ALUMINUM FINISHES

- A. Clear Anodic Finish: AAMA 611, AA-M12C22A31, Class II, 0.010 mm or thicker.

### **PART 3 - EXECUTION**

#### **3.1 EXAMINATION**

- A. Examine conditions, with Installer present, for compliance with requirements for installation tolerances, header support, and other conditions affecting performance of automatic entrances.
- B. Examine roughing-in for electrical systems to verify actual locations of power connections before automatic entrance installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

#### **3.2 INSTALLATION**

- A. General: Install automatic entrances according to manufacturer's written instructions and cited BHMA A156.10 for direction of pedestrian travel, including signage, controls, wiring, and connection to the building's power supply.
  - 1. Do not install damaged components. Fit frame joints to produce hairline joints free of burrs and distortion. Rigidly secure nonmovement joints. Seal joints watertight.
  - 2. Where aluminum will contact dissimilar metals, protect against galvanic action by painting contact surfaces with primer or by applying sealant or tape recommended by manufacturer for this purpose.
  - 3. Where aluminum will contact concrete or masonry, protect against corrosion by painting contact surfaces with bituminous coating.
- B. Entrances: Install automatic entrances plumb and true in alignment with established lines and grades without warp or rack of framing members and doors. Anchor securely in place.
  - 1. Install surface-mounted hardware using concealed fasteners to greatest extent possible.
  - 2. Set headers, carrier assemblies, tracks, operating brackets, and guides level and true to location with anchorage for permanent support.
  - 3. Install components to drain water passing joints, condensation occurring within framing members, and moisture migrating within system to exterior.
  - 4. Level recesses for recessed thresholds using nonshrink grout.
- C. Door Operators: Connect door operators to electrical power distribution system.
- D. Glazing: Install glazing as specified in Section 088000 "Glazing."
- E. Sealants: Comply with requirements specified in Section 079200 "Joint Sealants" to provide weathertight installation.
  - 1. Set thresholds, framing members and flashings in full sealant bed.
  - 2. Seal perimeter of framing members with sealant.

- F. Signage: Apply signage on both sides of each door and breakaway sidelite, as required by cited BHMA standard for direction of pedestrian travel.
- G. Wiring within Automatic Entrance Enclosures: Bundle, lace, and train conductors to terminal points with no excess and without exceeding manufacturer's written limitations on bending radii. Provide and use lacing bars and distribution spools.

### 3.3 FIELD QUALITY CONTROL

- A. Certified Inspector: Engage a Certified Inspector to test and inspect components, assemblies, and installations, including connections.
- B. Perform the following tests and inspections with the assistance of a factory-authorized service representative:
  - 1. Test and inspect each automatic entrance, using AAADM inspection forms, to determine compliance of installed systems with applicable BHMA standards.
- C. Automatic entrances will be considered defective if they do not pass tests and inspections.
- D. Prepare test and inspection reports.

### 3.4 ADJUSTING

- A. Adjust hardware, moving parts, door operators, and controls to function smoothly, and lubricate as recommended by manufacturer; comply with requirements of applicable BHMA standards.
  - 1. Adjust exterior doors for tight closure.
- B. Readjust door operators and controls after repeated operation of completed installation equivalent to three days' use by normal traffic (100 to 300 cycles).
- C. Occupancy Adjustments: When requested within 12 months of date of Substantial Completion, provide on-site assistance in adjusting system to suit actual occupied conditions. Provide up to two visits to Project during other-than-normal occupancy hours for this purpose.

### 3.5 CLEANING

- A. Clean glass and metal surfaces promptly after installation. Remove excess glazing and sealant compounds, dirt, and other substances. Repair damaged finish to match original finish.
  - 1. Comply with requirements in Section 088000 "Glazing" for cleaning and maintaining glass.

**3.6 MAINTENANCE SERVICE**

- A. Initial Maintenance Service: Beginning at Substantial Completion, maintenance service shall include 12 months' full maintenance by skilled employees of automatic entrance Installer. Include quarterly preventive maintenance, repair or replacement of worn or defective components, lubrication, cleaning, and adjusting as required for proper automatic entrance operation. Parts and supplies shall be manufacturer's authorized replacement parts and supplies.
1. Engage a Certified Inspector to perform safety inspection after each adjustment or repair and at end of maintenance period. Furnish completed inspection reports to Owner.
  2. Perform maintenance, including emergency callback service, during normal working hours.
  3. Include 24-hour-per-day, 7-day-per-week emergency callback service.

**3.7 DEMONSTRATION**

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain automatic entrances.

**END OF SECTION 084229.23**





## SECTION 087100 – FINISH HARDWARE

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes furnishing, installation and commissioning of mechanical and electro-mechanical door hardware for doors specified in “Hardware Sets” and required by actual conditions: including screws, bolts, expansion shields, electrified door hardware, and other devices for proper application of hardware.

Door security and access controls previously installed by Fire Safety Systems (FSS). Fire Safety Systems is the Libraries vendor. Contact: Terry Connelly Fire Safety Systems, [tconnelly@firesafetysystemsinc.com](mailto:tconnelly@firesafetysystemsinc.com) @ (716)894-9700. Contractor to coordinate removal, reinstallation, and installation of the security hardware with Fire Safety Systems.

- B. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- C. Related Divisions:
1. Division 07 Joint Sealants
  2. Division 08 Openings
  3. Division 26 Electrical
  4. Division 28 Electronic Safety And Security

#### 1.2 REFERENCES

- A. American National Standards Institute/Builders Hardware Manufacturers Association (ANSI):
1. ANSI/BHMA A156.1 Butts & Hinges (2016)
  2. ANSI/BHMA A156.3 Exit Devices (2014)
  3. ANSI/BHMA A156.4 Door Controls – Closers (2013)
  4. ANSI/BHMA A156.5 Cylinders and Input Devices for Locks (2014)
  5. ANSI/BHMA A156.6 Architectural Door Trim (2015)
  6. ANSI/BHMA A156.7 Template Hinge Dimensions (2016)
  7. ANSI/BHMA A156.13 Mortise Locks & Latches (2012)
  8. ANSI/BHMA A156.16 Auxiliary Hardware (2013)
  9. ANSI/BHMA A156.18 Materials & Finishes (2016)
  10. ANSI/BHMA A156.22 Door Gasketing Systems (2012)
  11. ANSI/BHMA A156.26 Continuous Hinges (2012)
  12. ANSI/BHMA A156.31 Electric Strikes (2013)
  13. ANSI/BHMA A156.115 Hardware Preparation in Steel Doors and Steel Frames (2014)
- B. International Code Council/American National Standards Institute (ICC/ANSI)/ADA:

1. ICC/ANSI A117.1 Standards for Accessible and Usable Buildings and Facilities.

C. Underwriters Laboratories, Inc. (UL):

1. UL 10C Positive Pressure Fire Test of Door Assemblies.
2. UL 1784 Air Leakage Test of Door Assemblies.
3. UL 294 Access Control System Units

D. Door and Hardware Institute (DHI):

1. DHI Publications – Keying Systems and Nomenclature (1989).
2. DHI Publication – Abbreviations and Symbols.
3. DHI Publication – Installation Guide for Doors and Hardware.
4. DHI Publication – Sequence and Format of Hardware Schedule (1996).

E. National Fire Protection Agency (NFPA):

1. NFPA 70 National Electrical Code.
2. NFPA 80 Standard for Fire Doors and Other Opening Protectives.
3. NFPA 101 Life Safety Code.
4. NFPA 105 Standard for the Installation of Smoke Door Assemblies.

### 1.3 SUBMITTALS

- A. Submit in accordance with Conditions of the Contract and Division 1 Administrative Requirements and Submittal Procedures Section.

**B. Shop Drawings:**

1. Organize hardware schedule in vertical format as illustrated in DHI Publications Sequence and Formatting for the Hardware Schedule. Include abbreviations and symbols page according to DHI Publications Abbreviations and Symbols. Complete nomenclature of items required for each door opening as indicated.
2. Coordinate final Door Hardware Schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of hardware.
3. Architectural Hardware Consultant (AHC), as certified by DHI, who will affix seal attesting to completeness and correctness, including the review of the hardware schedule prior to submittal.

- C. Submit manufacturer's catalog sheet on design, grade, and function of items listed in hardware schedule. Identify specific hardware item per sheet, provide an index, and cover sheet.

D. Templates:

1. Upon final approval of the architectural hardware schedules, submit one set of complete templates for each hardware item to the door manufacturers, frame manufacturers, and the installers. Date and index these 8-1/2 inch x 11 inch papers in a three ring binder,

including detailed lists of the hardware location requirements for mortised and surface applied hardware within fourteen days of receiving approved door hardware submittals.

- E. Electrified Hardware: Provide electrical information to include voltage and amperage requirements for electrified door hardware and description of operation.
  - 1. Description of operation for each electrified opening to include description of component functions including location, sequence of operation and interface with other building control systems.
  - 2. Wiring Diagrams: Detail wiring for power, signal, and control system and differentiate between manufacturers installed and field-installed wiring. Include the following:
    - a. System schematic.
    - b. Point to point wiring diagram.
    - c. Riser diagram.
    - d. Elevation of each door.
  - 3. Detail interface between electrified door hardware and fire alarm, access control, security, and building control systems.
  - 4. Provide junction boxes, relays and terminal blocks as needed for proper door operations and connections.
- F. Upon door hardware submittal approval, furnish for each electrified opening, three copies of point to point diagrams.
- G. Closeout Submittals: Submit to Owner in a three-ring binder or CD if requested.
  - 1. Warranties.
  - 2. Maintenance and operating manual.
  - 3. Maintenance service agreement.
  - 4. Record documents.
  - 5. Copy of approved hardware schedule.
  - 6. Copy of approved keying schedule with bitting list.
  - 7. Door hardware supplier name, phone number, and fax number.

#### 1.4 QUALITY ASSURANCE

- A. Listed and Labeled electrified door hardware as defined in NFPA 70, Article 100, by a testing agency acceptable to authority having jurisdiction.
- B. Hardware supplier will employ an Architectural Hardware Consultant (AHC) as certified by DHI and a member of the seal program who will be available at reasonable times during course of work for Project hardware consultation.
  - 1. Electrified Door Hardware Supplier Qualifications: Experienced door hardware supplier who has completed projects with electrified door hardware similar in material, design,

and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

- C. Door hardware conforming to ICC/ANSI A117.1: Handles pulls, latches locks and operating devices: Shape that is easy to grasp with one hand and does not require tight grasping, tight pinching, or twisting of the wrist.
- D. Fire Rated Door Assemblies: Where fire-rated door assemblies are indicated, provide door hardware rated for use in assemblies complying with NFPA 80 that are listed and/or labeled by a qualified testing agency, for fire-protection ratings indicated, based on testing at positive pressure according to UL 10C, unless otherwise indicated.
- E. Fire Door Inspection: Prior to receiving certificate of occupancy have fire rated doors inspected by an independent Certified Fire and Egress Door Assembly Inspector (FDAI), as certified by Intertek (ITS), a written report be submitted to Owner and Contractor. Doors failing inspection must be adjusted, replaced or modified to be within appropriate code requirements.
- F. Smoke and Draft Control Door Assemblies: Where smoke and draft control door assemblies are required, provide door hardware that meets requirements of assemblies tested according to UL 1784 and installed in compliance with NFPA 105.
- G. Door hardware certified to ANSI/BHMA standards as noted, participate and be listed in BHMA Certified Products Directory.
- H. Meetings: Comply with requirements in Division 1 Section "Project Meetings."
  - 1. Low-voltage Coordination Meeting
    - a. Prior to furnishing door hardware submittals, convene a low-voltage coordination meeting. Participants required to attend: Contractor, installer, material supplier, manufacturer representatives, electrical contractor, security consultant (Fire Safety Systems), and fire alarm consultant (Fire Safety Systems).
    - b. Review sequence of operation for each opening with electrified hardware to ensure that every opening functions in the proper manner for the Owner's use.
    - c. Discuss the types of electrified door hardware, inspection, and electrical roughing-in and other preparatory work performed by other trades.
    - d. Verify wire quantities, wire types, wire sizes, conduit sizes, and locations including if the power supplies will be centrally located or if they will be located near each opening.
    - e. Coordinate the door hardware, power supplies, back-up power requirements, access control components, fire alarm interfaces, elevator controls, and related building systems have all proper and necessary components to interface and operate correctly.

2. Keying Meeting
  - a. Within fourteen days of receipt of approved door hardware submittals, contact Owner with representative from hardware supplier to establish a keying conference. Verify keyway, visual key identification, number of master keys and keys per lock. Provide keying system per Owner's instructions.
3. Pre-installation Meeting
  - a. Convene meeting within fourteen days of receipt of approved door hardware submittals. Participants required to attend: Contractor, installer, material supplier, manufacturer representatives, electrical contractor, security consultant, and fire alarm consultant.
  - b. Include in-conference decisions regarding proper installation methods and procedures for receiving and handling hardware.
  - c. Review all system, elevation, and point-to-point drawings to ensure that all necessary components are provided and detailed.
  - d. Review and finalize construction schedule and verify availability of materials, installer's personnel, equipment and facilities needed to make progress and avoid delays.
- I. Installer Qualifications: Specialized in performing installation of this Section and have five years minimum documented experience.
  1. Electrified Door Hardware Supplier Qualifications: Experienced door hardware installer who has installed projects with electrified door hardware similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- J. Hardware listed in 3.07 – Hardware Schedule is intended to establish minimum level of design, type, function and grade of hardware to be used.

## **1.5 DELIVERY, STORAGE, AND HANDLING**

- A. Provide clean, dry and secure room for hardware delivered to Project but not yet installed. Shelf hardware off of the floor and with larger items of hardware being stored on wooden pallets. Arrange locksets and keyed cylinders by opening number. Organize the balance of hardware by brand, model of hardware, and hardware set number. Leave the door markings of the hardware visible for installers.
- B. Furnish hardware that is not bulk packed with each unit marked and numbered in accordance with approved finish hardware schedule. Include architect's opening number, hardware set number, and item number for each type of hardware. Include keyset symbols and corresponding hardware component for keyed products.
- C. Pack each item complete with necessary parts and fasteners in manufacturer's original packaging.

- D. Deliver architectural hardware to the job site according to the phasing agreed upon in the pre-installation meeting. Inventory the delivery with the supplier's assistance. Immediately note shortages and damages on the shipping receipts and bill of ladings. Coordinate replacement or repair with the supplier.
- E. Deliver permanent keys, cores, and related accessories directly to Owner via registered mail or overnight package service. Establish the instructions for delivery to Owner at "Keying Conference."
- F. Waste Management and Disposal: Separate waste materials for use or recycling in accordance with Division 1.

## 1.6 WARRANTY

- A. General Warranty: Owner may have under provisions of the Contract Documents and be an addition and run concurrently with other warranties made by Contractor under requirements of the Contract documents.
- B. Special Warranty: Warranties specified in this article will not deprive Owner of other rights.
  - 1. Ten years for manual door closers.
  - 2. Five years for mortise, auxiliary and bored locks.
  - 3. Five years for exit devices.
  - 4. One year for electromechanical door hardware.
- C. Replace or repair defective products during warranty period in accordance with manufacturer's warranty at no cost to Owner. There is no warranty against defects due to improper installation, abuse, and failure to exercise normal maintenance.
- D. Maintenance Tool and Instructions: Furnish a complete set of specialized tools and maintenance instructions for Owner's continued adjustment, maintenance, removal and replacement of door hardware.

## PART 2 – PRODUCTS

### 2.1 HINGES

- A. Hinges, electric hinges, and self-closing hinges of one manufacturer as listed for continuity of design and consideration of warranty.
- B. Standards: Products to be certified and listed by the following:
  - 1. Butts and Hinges: ANSI/BHMA A156.1.
  - 2. Template Hinge Dimensions: ANSI/BHMA A156.7.
  - 3. Self-Closing Hinges: ANSI/BHMA A156.17.

C. Butt Hinges:

1. Hinge weight and size unless otherwise indicated in hardware sets:
  - a. Doors up to 36" wide and up to 1-3/4" thick provide hinges with a minimum thickness of .134" and a minimum of 4-1/2" in height.
  - b. Doors from 36" wide up to 42" wide and up to 1-3/4" thick provide hinges with a minimum thickness of .145" and a minimum of 4-1/2" in height.
  - c. For doors from 42" wide up to 48" wide and up to 1-3/4" thick provide hinges with a minimum thickness of .180" and a minimum of 5" in height.
  - d. Doors greater than 1-3/4" thick provide hinges with a minimum thickness of .180" and a minimum of 5" in height.
  - e. Width of hinge is to be minimum required to clear surrounding trim.
2. Base material unless otherwise indicated in hardware sets:
  - a. Doors: 304 Stainless Steel, Brass or Bronze material.
3. Quantity of hinges per door unless otherwise stated in hardware sets:
  - a. Doors up to 60" in height provide 2 hinges.
  - b. Doors 60" up to 90" in height provide 3 hinges.
  - c. Doors 90" up to 120" in height provide 4 hinges.
  - d. Doors over 120" in height add 1 additional hinge per each additional 30" in height.
  - e. Dutch doors provide 4 hinges.
4. Hinge design and options unless otherwise indicated in hardware sets:
  - a. Hinges are to be of a square corner five-knuckle design, flat button tips and have ball bearings unless otherwise indicated in hardware sets.
  - b. Out-swinging exterior and out-swinging access-controlled doors are required to have Non-Removable Pins (NRP) to prevent removal of pin while door is in closed position.
  - c. When full width of opening is required, use hinges that are designed to swing door completely from opening when door is opened to 95 degrees.
  - d. When shims are necessary to correct frame or door irregularities, provide metal shims only.
5. Acceptable Manufacturers:

Hager	AB850
Bommer	
McKinney	

**2.2 CONTINUOUS HINGES**

- A. Continuous hinges of one manufacturer as listed for continuity of design and consideration of warranty.
- B. Continuous Pinned Hinges:
  - 1. Determine model number by door and frame application, door thickness, frequency of use, and fire rating requirements according to manufacturer’s recommendations.
    - a. Size length of hinge to equal the actual door height unless otherwise stated in hardware sets.
- C. Material and Design
  - 1. Base Material: 14 gauge type 304 stainless steel with a 1/4” diameter stainless steel non-rising pin.
  - 2. Bearings: Vertical loads be carried on lubricated nylon 6/6 bearings between each knuckle and stainless steel pin.
  - 3. Options:
    - a. Where indicated in the hardware sets provide Electric Through-Wire (ETW) hinges that have appropriate number of wires to transfer power through door frame to door for proper connection fo finish hardware and is certified to handle an amperage rating of 3.5AMPS/continuous duty with 16.0AMPS/intermittent duty.
    - b. Provide factory-cut preparations for concealed electric power tranfers.
    - c. When full width of opening is required, use hinges that are designed to swing door completely from opening when door is opened to 95 degrees.
    - d. Fire rated hinges are stamped with UL fire label, up to and including 90-minute applications for wood doors and up to 3-hour applications for metal doors.
    - e. Dust free bearings: Self-lubricating material provides clean and quiet operations and prevents metal on metal wearing (DFB).

D. Acceptable Manufacturers:

Hager	790-903
Stanley	
Markar	

**2.3 FLUSH BOLTS AND DUST PROOF STRIKES**

- A. Flush bolts of one manufacturer as listed for continuity of design and consideration of warranty.
- B. Standards: Manufacturer to be listed by the following: Auxiliary Hardware: ANSI/BHMI A156.16.



- C. Non-Labelled openings: Provide two flush bolts for inactive leaf of pairs of doors per hardware schedule. Provide extension rods so that the center line of the top flush bolt is not more than 78” above the finish floor. Provide dust proof strike from bottom bolt.
- D. Acceptable Manufacturers:

	Manual Flush Bolt	Dust Proof Strike
Hager	282D	280X
Burns		
Trimco		

**2.4 ELECTRIC STRIKES**

- A. Provide for use with type of locks shown on hardware schedule.
- B. Products to be certified and listed by the following:
1. ANSI/BHMA A156.31 Electric Strikes and Frame Mounted Actuators Grade 1.
  2. UL Tested 1500 lb. static strength.
  3. UL listed for Fire Doors and Frames where applicable.
  4. UL 1034 Burglary Resistance.
  5. UL 10C.3H fire-rated, 4’ x 8’ door.
- C. Material and Design:
1. To accept up to 3/4” latch bolt and 1” deadbolt.
  2. Field reversible, Fail Safe or Fail Secure.
  3. Dual voltage 12/24 VDC.
  4. Tamper resistant, stainless steel corrosion resistance parts, and cast body and keeper.
- D. Options:
1. Latch Bolt Monitoring (LBM) Signals the door is closed and latched or unlatched and open.
  2. Door Secure Monitor (DSM) Door secure and unlocked monitoring.
  3. Deadbolt Monitoring (DBM) Signals deadbolt projected or retracted.
  4. Plug in buzzer (BUZZ) Indicates Fail Secure strike is energized and unlocked.
  5. Rectified (RECT) Converts AC to DC.
- E. Acceptable Manufacturers: to be coordinated with Fire Safety Systems.

Von Duprin	6223DS Series
SDC	
RCI	

**2.5 LOCKS AND LATCHES**

- A. Locks and latches of one manufacturer as listed for continuity of design and consideration of warranty.
- B. Standards: Product to be certified and listed by following:
  - 1. ANSI/BHMA A156.13 Series 1000 Certified to Grade 1 for Operational and Security.
  - 2. UL/cUL Labeled and listed up to 3 hours for single doors up to 48” in width and up to 96” in height.
  - 3. UL10C/UBC 7-2 Positive Pressure Rated.
  - 4. ICC/ANSI A117.1.
- C. Lock and latch function numbers and descriptions of manufacturer’s series as listed in hardware sets.
- D. Material and Design:
  - 1. Lock cases from fully wrapped, 12 gauge steel, zinc dichromate for corrosion resistance.
  - 2. Non-handed, field reversible without opening lock case.
  - 3. Break-away spindles to prevent unlocking during forced entry or vandalism.
  - 4. Levers, zinc cast, forged brass or stainless steel and plated to match finish designation in hardware sets.
  - 5. Sectional Roses, solid brass or stainless steel material and have a minimum diameter of 2-7/16”.
  - 6. Armor fronts, self-adjusting to accommodate a square edge door or a standard 1/8” beveled edge door.
- E. Latch and Strike:
  - 1. Stainless steel latch bolt with minimum of 3/4” throw and deadlocking for keyed and exterior functions.
  - 2. Strike is to fit a standard ANSI A115 prep measuring 1-1/4” x 4-7/8” with proper lip length to protect surrounding trim.
  - 3. Deadbolts to be 1-3/4” total length with a minimum of a 1” throw and 3/4” internal engagement when fully extended and made of stainless steel material.
- F. Acceptable Manufacturers:

Hager	3800 Series
Best	
Sargent	

**2.6 EXIT DEVICES**

- A. Exit Devices of one manufacturer as listed for continuity of design and consideration of warranty. Touchpad type, finish to match balance of door hardware.
- B. Standards: Manufacturer to be certified and/or listed by the following:
  - 1. BHMA Certified ANSI A156.3 Grade 1.
  - 2. UL/cUL Listed for up to 3 hours for “A” labeled doors.
  - 3. UL10C/UBC 7-2 Positive Pressure Rated.
  - 4. UL10B Neutral Pressure Rated.
  - 5. UL 305 Listed for Panic Hardware.
- C. Material and Design:
  - 1. Provide exit devices with actuators that extend a minimum of one-half of door width.
  - 2. Where trim is indicated in hardware sets provide the lever design to match design of lock levers.
  - 3. Exit device to mount flush with door.
  - 4. Latchbolts:
    - a. Rim device – 3/4” throw, Pullman type with automatic dead-latching, stainless steel
    - b. Surface vertical rod device – Top 1/2” throw, Pullman type with automatic dead-latching, stainless steel. Bottom 1/2” throw, Pullman type, held retracted during door swing, stainless steel.
  - 5. Fasteners: Wood screws, machine screws, and thru-bolts.
- D. Lock and Latch Functions: Function numbers and descriptions of manufacturer’s series and lever styles indicated in door hardware sets.
- E. Acceptable Manufacturers:

Hager	4500 Series
Von Duprin	
Sargent	

**2.7 CYLINDERS AND KEYING**

- A. Cylinders:
  - 1. Cylinders and cores are to be provided by Gorenflo’s Buffalo Wholesale Company, 716-882-1974. No substitution is allowed.
- B. Keying:
  - 1. Key into Owner’s existing key system.
- C. Acceptable Manufacturers:

Match Existing
----------------

## 2.8 CLOSERS

- A. Closers of one manufacturer as listed for continuity of design and consideration of warranty, unless otherwise indicated on hardware schedule, comply with manufacturer's recommendations for size of closer, depending on width of door, frequency of use, atmospheric pressure, ADAAG requirement, and fire rating.
- B. Standards: Manufacturer to be certified and or listed by the following:
1. BHMA Certified ANSI A156.4 Grade 1.
  2. ADA Complaint ANSI A117.1.
  3. UL/cUL Listed up to 3 hours.
  4. UL10C Positive Pressure Rated.
  5. UL10B Neutral Pressure Rated.
- C. Material and Design:
1. Provide cast iron non-handed bodies with full plastic covers.
  2. Closers will have separated staked adjustable valve screws for latch speed, sweep speed, and backcheck.
  3. Provide Tri-Pack arms and brackets for regular arm, top jamb, and parallel arm mounting.
  4. One-piece seamless steel spring tube sealed in hydraulic fluid.
  5. Double heat-treated steel tempered springs.
  6. Precision-machined heat-treated steel piston.
  7. Triple heat-treated steel spindle.
  8. Full rack and pinion operation.
- D. Mounting:
1. Out-swing doors use surface parallel arm mount closers except where noted on hardware schedule.
  2. In-swing doors use surface regular arm mount closers except where noted on hardware schedule.
  3. Provide brackets and shoe supports for aluminum doors and frames to mount fifth screw.
  4. Furnish drop plates where top rail conditions on door do not allow for mounting of closer and where backside of closer is exposed through glass.
- E. Size closers in compliance with requirements for accessibility (ADAAG). Comply with following maximum opening force requirements.
1. Interior hinged openings: 5.0 lbs.
  2. Fire-rated and exterior openings use minimum opening force allowable by authority having jurisdiction.

- F. Fasteners: Provide self-reaming, self-tapping wood and machine screws, and sex nuts and bolts for each closer.

- G. Acceptable manufacturers:

Hager	5100 Series
LCN	
Sargent	

**2.9 PROTECTIVE TRIM**

- A. Protective trim of one manufacturer as listed for continuity of design and consideration of warranty.

- B. Size of protection plate: single doors, size two inches less door width (LDW) on push side of door, and one inch less door width on pull side of door. For pairs of doors, size one inch less door width (LDW) on push side of door, and 1/2 inch on pull side of door. Adjust sizes to accommodate accompanying hardware, such as, edge guards, astragals and others.

1. Kick Plates 10” high or sized to door bottom rail height.
2. Mop Plates 4” high.
3. Armor Plates 36” high.

- C. Products to be certified and listed by the following:

1. Architectural Door Trim: ANSI/BHMA A156.6.
2. UL.

- D. Material and Design:

1. 0.050” gage stainless steel.
2. Corners square, polishing lines or dominant direction of surface pattern so they run across door width of plate.
3. Bevel top, bottom, and sides uniformly leaving no sharp edges.
4. Countersink holes for screws. Space screw holes so they are no more than eight inches CTC, along a centerline not over 1/2” in from edge around plate. End screws maximum of 0.53” from corners.

- E. UL label stamp required on protection plates when top of plate is more than 16 inches above bottom of door on fire rated openings. Verify door manufacturer’s UL listing for maximum height and width of protection plate to be used.

- F. Acceptable Manufacturers:

Hager	190S
Trimco	
Burns	

**2.10 STOPS AND HOLDERS**

- A. Stops and holders of one manufacturer as listed for continuity of design and consideration of warranty.
- B. Wall Stops: Provide door stops wherever necessary to prevent door or hardware from striking an adjacent partition or obstruction. Provide wall stops when possible. Door stops and holders mounted in concrete floor or masonry walls have stainless steel machine screws and lead expansion shields.
- C. Products to be certified and listed by the following:
  - 1. Auxiliary Hardware: ANSI/BHMA A156.16.

D. Acceptable Manufacturers:

	Convex	Concave
Hager	232W	236W
Trimco		
Burns		

**2.11 DOOR GASKETING**

- A. Door gasketing and weatherstrip of one manufacturer as listed for continuity of design and consideration of warranty.
- B. Provide continuous weatherstrip gasketing on exterior doors and provide smoke, light, or sound gasketing where indicated on hardware schedule. Provide noncorrosive fasteners for exterior applications.
  - 1. Perimeter gasketing: Apply to head and jamb, forming seal between door and frame.
  - 2. Meeting stile gasketing: Fasten to meeting stiles, forming seal when doors are in closed position.
  - 3. Door bottoms: Apply to bottom of door, forming seal with threshold or floor when door is in closed position.
  - 4. Sound Gasketing: Cutting or notching for stop mounted hardware not permitted.
  - 5. Drip Guard: Apply to exterior face of frame header. Lip length to extend 4” beyond width of door.
- C. Products to be certified and listed by the following:
  - 1. Door Gasketing and Edge Seal Systems: ANSI/BHMA A156.22.
  - 2. BHMA certified for door sweeps, automatic door bottoms, and adhesive applied gasketing.
- D. Smoke-Labeled Gasketing: Comply with NFPA 105 listed, labeled, and acceptable to Authorities Having Jurisdiction, for smoke control indicated.

- 1. Provide smoke-labeled gasketing on 20 minute rated doors and on smoke rated doors.
- E. Fire-Rated Gasketing: Comply with NFPA 80 listed, labeled, and acceptable to Authorities Having Jurisdiction, for fire ratings indicated.
- F. Refer to Section 08 1416 Wood Doors for Category A or Category B. Comply with UBC 7-2 and UL10C positive pressure where frame applied intumescent seals are required.
- G. Acceptable Manufacturers:

1. Perimeter Gasketing:

Hager	726
K.N. Crowder	
Reese	

2. Meeting Stile Weatherstrip:

Hager	872SN
K.N. Crowder	
Reese	

**2.12 FINISHES**

- A. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if within 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 range of approved samples.
- B. Comply with base material and finish requirements indicated by ANSI/BHMA A156.18 designations in hardware schedule.

**PART 3 – EXECUTION**

**3.1 EXAMINATION**

- A. Examine doors and frames, with Installers present, for compliance with requirements for installation tolerances, labeled fire-rated door assembly construction, wall and floor construction, and other conditions affecting performance.
- B. Examine roughing-in for electrical power systems to verify actual locations of wiring connections before electrified door hardware installation.
- C. Notify Architect via a prepared written report and endorsed by Installer of any discrepancies between the door schedule, door types, drawings and scheduled hardware. Report will have a list of conditions detrimental to application, to the proper and timely completion of the work

and performance of the hardware. Proceed only after such discrepancies or conflicts have been resolved in writing.

### 3.2 INSTALLATION

- A. Install hardware using manufactures recommended fasteners and installation instructions, at height locations and clearance tolerances that comply with:
  - 1. NFPA 80
  - 2. NFPA 105
  - 3. ICC/ANSI A117.1
  - 4. ANSI/BHMA A156.115 Hardware Preparation in Steel Doors and Steel Frames
  - 5. ANSI/BHMA A156.115W hardware Preparation in Wood Doors with Wood or Steel Frames
  - 6. DHI Publication – Installation Guide for Doors and Hardware
  - 7. Approved shop drawings
  - 8. Approved finish hardware schedule
  
- B. Install soffit mounted gaskets prior other soffit mounted hardware to provide a continuous seal around the perimeter of the opening without cutting or notching.
  
- C. Install door closers so they are on the interior of the room side of the door. Stairwell doors will have closers mounted on the stair side and exterior doors will be mounted on the interior side of the building.
  
- D. In drywall applications provide blocking material of sufficient type and size for hardware items that mount directly to the wall.
  
- E. Locate wall mounted bumper to contact the trim of the operating trim.
  
- F. Mount mop and kick plates flush with the bottom of the door and centered horizontally on the door.
  
- G. Set thresholds for exterior, and acoustical doors at sound control openings in full bed of sealant complying with requirements specified in Division 07 Section “Joint Sealants” forming a tight seal between threshold and surface to which set.
  
- H. Anchor all components firmly into position and use anchoring devices furnished with the hardware item, unless otherwise specified.
  
- I. Do not install surface mounted items until finishes have been completed on substrates involved. Set unit level, plumb and true to line location. Adjust and reinforce attachment substrate as necessary for proper installation and operation.



### **3.3 FIELD QUALITY CONTROL**

- A. Material supplier to schedule final walk through to inspect hardware installation ten (10) business days before final acceptance of Owner. Material supplier will provide a written report detailing discrepancies of each opening to General Contractor within seven (7) calendar days of walk through.

### **3.4 ADJUSTMENT, CLEANING, AND DEMONSTRATING**

- A. Adjustment: Adjust and check each opening to ensure proper operation of each item of finish hardware. Replace items that cannot be adjusted to operate freely and smoothly or as intended for application at no cost to Owner.
- B. Cleaning: Clean adjacent surfaces soiled by hardware installation. Clean finish hardware per manufacturer's instructions after final adjustments have been made. Replace items that cannot be cleaned to manufacturer's level of finish quality at no cost to Owner.
- C. Conduct a training class for building maintenance personnel demonstrating the adjustment, operation of mechanical and electrical hardware. Special tools for finish hardware to be turned over and explained usage at the meeting. Record all training and provide to the Owner for future reference.

### **3.5 PROTECTION**

- A. Leave manufacturer's protective film intact and provide proper protection for all other finish hardware items that do not have protective material from the manufacture until Owner accepts project as complete.

### **3.6 HARDWARE SET SCHEDULE**

- A. Intent of Hardware Groups
  - 1. Should items of hardware not specified be required for completion of the Work, furnish such items of type and quality comparable to adjacent hardware and appropriate for service required.
  - 2. Where items of hardware aren't correctly specified and are required for completion of the Work, a written statement of such omission, error, or other discrepancy is required to be submitted to Architect, prior to date specified for receipt of bids for clarification by addendum; or, furnish such items in the type and quality established by this specification, and appropriate to the service intended.
- B. Guide: Door hardware items have been placed in sets which are intended to be a guide of design, grade, quality, function, operation, performance, exposure, and like characteristics of door hardware, and may not be complete. Provide door hardware required to make each set complete and operational.

- C. Hardware schedule does not reflect handing, backset, method of fastening, and like characteristics of door hardware and door operation.
- D. Review door hardware sets with door types, frames, sizes and details on drawings. Verify suitability and adaptability of items specified in relation to details and surrounding conditions.
- E. Field verify every existing opening. Note any problems between specified hardware and existing door, frame and hardware.

### 3.7 HARDWARE SCHEDULE

SET #1 (not used)

SET #2

Doors: G53

Each opening to have:

2 Continuous Hinges	790-903 x LAR	US32D	HA
2 Exit Devices	4501 RIM F	US32D	HA
2 Exit Device Trims	45CE ARC	US26D	HA
2 Cylinders	BY OTHERS	BYOT	
2 Closers	5100 x HD	US26D	HA
2 Kick Plates	190S 10" x 1" LDW	US32D	HA
2 Wall Stop	232W/236W (as required)	US32D	HA
1 Set Weatherstrip	726 x LAR	S	HA
1 Astragal Set	872S N x LAR	CLR	HA

NOTE: New metal doors and hardware in existing frame. Existing fixed mullion. Field verify conditions. Remove existing concealed closers. Repair, modify, patch and paint as existing conditions require.

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SET #3 (not used)

SET #4

Doors: TA-2, TB-32

Each opening to have:

2	Continuous Hinges	790-903 x LAR	US32D	HA
2	Flush Bolts	282D	US26D	HA
1	Dust Proof Strike	280X	US26D	HA
1	Lockset	3870 SECT ARC Less Cyl	US32D	HA
1	Cylinder	BY OTHERS	BYOT	
1	Closer	5100 TRK NHOTA	US26D	HA
2	Kick Plates	190S 10" x 1" LDW	US32D	HA
2	Wall Stops	232W/236W (as required)	US32D	HA

NOTE: New metal doors and hardware in existing frame. Astragal by door manufacturer. Field verify conditions. Remove existing concealed closers. Repair, modify, patch and paint as existing conditions require.

SET #5

Doors: 1-9, 2-1

Each opening to have:

2	Continuous Hinges	790-903 x LAR	US32D	HA
2	Closers	5100 x HD	US26D	HA
2	Wall Stops	232W/236W (as required)	US32D	HA

NOTE: Existing doors and frame. Existing fixed mullion. Balance of existing hardware to remain. Field verify conditions. Remove existing concealed closers. Repair, modify, patch and paint as existing conditions require.

SET #6

Doors: 1-44

Each opening to have:

2 Continuous Hinges	790-903 x LAR	US32D	HA
2 Flush Bolts	282D	US26D	HA
1 Dust Proof Strike	280X	US26D	HA
1 Lockset	3880 SECT ARC Less Cyl	US32D	HA
1 Cylinder	BY OTHERS	BYOT	
1 Electric Strike	6223 DS	US32D	VO
2 Wall Stops	232W/236W (as required)	US32D	HA
1 Set Weatherstrip	726 x LAR	S	HA
1 Astragal Set	872S N x LAR	CLR	HA

NOTE: New stainless steel doors with new hardware in existing frame. Reuse existing contacts. Field verify conditions. Remove existing concealed closers. Repair, modify, patch and paint as existing conditions require.

SET #7 (not used)

SET #8

Doors: 101 ( 4 doors)

Each opening to have:

NOTE: Existing full glass balance doors, refer to that section. Field verify conditions. New internal door closing devices to be installed and existing hardware will be re-used as conditions allow. Repair, modify, patch and paint as existing conditions require.

SET #9

Doors: G17

Each opening to have:

1 Continuous Hinges	780-224HD x LAR	ALM	HA
1 Exit Device	4501 RIM	US32D	HA
1 Flush Pull	BY DOOR MANUFACTURER	BYOT	
1 Cylinder	BY OTHERS	BYOT	
1 Closer	5100 x HDCS	US26D	HA
1 Threshold	413S	MIL	HA
1 Door Bottom Seal	770S V x LAR	CLR	HA
1 Door Strike	BY OTHERS (FSS)		

	Door contacts	To be monitored by building security system		
1	Door Position Switch	2-679-0626	WHT	HA
1	Motion Sensor	2-679-0611	WHT	HA
1	Power Supply	2908		HA
1	Card Reader	By Security Provider (FSS)	BYOT	
1	Wiring Diagram	Wiring Diagrams		

Description of Operation:

Door is normally closed and locked.  
 Valid credential unlocks door.  
 Free egress at all times.  
 Upon loss of power door remains locked.  
 Door monitored by access control system.

New FRP door and frame. Balance of seals by frame manufacturer. Field verify conditions.

Repair, modify, patch and paint as existing conditions require. Coordinate with Fire Safety Systems and electrical contractor. Field verify conditions. Repair, modify, patch and paint as existing conditions require.

SET #10 (ALTERNATE #4)

Doors: G8, G13

Each opening to have:

1	Continuous Hinges	780-224HD x LAR	ALM	HA
1	Exit Device	4501 RIM	US32D	HA
1	Exit Device Trim	45NL ARD	US26D	HA
1	Cylinder	BY OTHERS	BYOT	
1	Closer	5100 x HDCS	US26D	HA
1	Threshold	413S	MIL	HA
1	Door Bottom Seal	770S V x LAR	CLR	HA
1	Door Strike	By Security Provider (FSS)		
	Door contacts	By Security Provider (FSS)		
1	Door Position Switch	2-679-0626	WHT	HA
1	Motion Sensor	2-679-0611	WHT	HA
1	Power Supply	2908		HA
1	Card Reader	By Security Provider (FSS)		
1	Wiring Diagram	Wiring Diagrams		

Description of Operation:

Door is normally closed and locked.  
 Valid credential unlocks door.  
 Free egress at all times.  
 Upon loss of power door remains locked.  
 Door monitored by access control system.

New FRP door and frame. Balance of seals by frame manufacturer. Field verify conditions. Repair, modify, patch and paint as existing conditions require. Coordinate with Fire Safety Systems (FSS) and electrical contractor.

SET #11

Doors: G12

Each opening to have: All hardware to be provided by the sliding door manufacturer.

NOTE: New sliding doors.

SET #12 (ALTERNATE #5)

Doors: P-2, P-3

Each opening to have:

2 Continuous Hinges	780-224HD x LAR	CLR	HA
1 Removable Mullion	FIBERGLASS – BY DOOR MANUFACTURER		BYOT
1 Cylinder	BY OTHERS	BYOT	
2 Exit Devices	4501 RIM	US32D	HA
2 Exit Device Trims	45DT ARC	US26D	HA
2 Closers	5100 x HDCS	US26D	HA
1 Threshold	413S	MIL	HA
2 Door Bottom Seals	770S V x LAR	CLR	HA

NOTE: New FRP doors and frame. Balance of seals by frame manufacturer. Reuse existing mag locks, contacts, and exit button, coordinate with Fire Safety Systems (FSS) and electrical contractor. Field verify conditions. Repair, modify, patch and paint as existing conditions require.

SET #13

Doors: P-1, P-4, P-5 (ALTERNATE #3)

Each opening to have:

1 Continuous Hinges	780-224HD x LAR	ALM	HA
1 Lockset	3880 SEC ARC	US32D	HA
1 Cylinder	BY OTHERS	BYOT	
1 Closer	5100 x HDCS	US26D	HA
1 Threshold	413S	MIL	HA
1 Door Bottom Seal	770S V x LAR	CLR	HA

NOTE: New FRP door and frame. Balance of seals by frame manufacturer. Field verify conditions. Repair, modify, patch and paint as existing conditions require.

SET #14

Doors: 1-41

Each opening to have:

2	Continuous Hinges	790-903 x LAR	US32D	HA
2	Flush Bolts	282D	US26D	HA
1	Dust Proof Strike	280X	US26D	HA
1	Lockset	3880 SECT ARC Less Cyl	US32D	HA
1	Cylinder	BY OTHERS	BYOT	
1	Electric Strike	6223 DS	US32D	VO
1	Operator	4900 Series x LHR	ALM	HO
2	Wall Stops	232W/236W (as required)	US32D	HA
1	Set Weatherstrip	726 x LAR	S	HA

NOTE: Existing stainless-steel doors with new hardware in existing frame. Provide new operator and related equipment, including power supplies. Field verify conditions. Remove existing concealed closure. Repair, modify, patch and paint as existing conditions require.

SET #15

Doors: G-9

Each opening to have:

1	Continuous Hinge	790-903 x LAR	US32D	HA
1	Exit Device	4501 RIM	US32D	HA
1	Closer	5100 HDCS	US26D	HA
1	Set Weatherstrip	881S N x LAR	S	HA
1	Door Bottom Seal	770S V x LAR	CLR	HA
1	Threshold	413S x LAR	MIL	HA

NOTE: Remove existing door, frame and hardware and replace with new.

SET #16

Doors: TA-1

Each opening to have:

1	Continuous Hinge	790-903 x LAR	US32D	HA
2	Closer	Adjust existing.		

SET #17

Doors: TB-1, TB-33, TB-35

Each opening to have:

2 Closer Adjust existing.

SET #18

Doors: G-59

6 Hinge	AB750 4 1/2 X 4 1/2 NRP	US26D	HA
1 Power Transfer(s)	2-679-0623	ALM	HA
1 Automatic Flush Bolt Set	292D	US32D	HA
1 Dust Proof Strike	280X	US26D	HA
1 Latch Retraction Lockset	Z7652 G	US26D	SEDC
1 Cylinder	CYLINDER BY OWNER	BYOT	
1 Coordinator	297D x LAR	BLACK	HA
2 Mounting Bracket(s)	297M/297N (as required)	BLACK	HA
1 Simultaneous Pair Operator	8319 PULL	ALM	HA
2 Overhead Stop(s)	7016 SRF	US32D	HA
2 Kick Plate(s)	190S 10" x 1" LDW	US32D	HA
1 Weatherstrip	726 x LAR	S	HA
1 Astragal	835S x LAR	USP	HA
2 Door Position Switch(es)	2-679-0626		HA
1 Motion Sensor	Reuse existing	BYOT	
2 Actuator(s)	2-659-0357	US32D	HA
1 Access Control Reader	Reuse existing	BYOT(FSS)	
1 Power Supply(s)	Use power supply in operator or reuse existing	BYOT	
1 Wiring Diagrams	Wiring Diagrams	BYOT	

NOTE: Description of Operation

Doors are normally closed and locked.

Valid credential unlocks doors and enables outside actuator. Pressing actuator opens both doors.

Free egress at all times. Pressing actuator opens both doors.

Upon loss of power doors remain locked and operator is disabled.

Activation of fire alarm disables hold open on operator and locks door.

Doors are monitored by the access control system.



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Set #MISC

Doors: MISC

1 Programmer (8300 Operator) 2-679-0907

HA

**END OF SECTION 087100**

## **SECTION 087110 – BALANCE DOOR HARDWARE**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. This Section includes the following:
  - 1. Replacement of existing internal operating hardware in existing stainless steel balanced doors. Cleaning of doors/ frames and glass. Work is to be completed by a certified Installer of Ellison Bronze, Inc – door hardware.

#### **1.2 SUBMITTALS**

- A. Product Data: For each product indicated.
- B. Product certificates.

#### **1.3 QUALITY ASSURANCE**

- A. Source Limitations: Obtain hardware from same manufacturer as existing door manufacturer, Ellison Bronze, Inc.
- B. Certified Products: Provide door hardware that is certified products of existing door manufacturer, Ellison Bronze, Inc.

#### **1.4 WARRANTY**

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of door hardware that fail in materials or workmanship within warranty period.
  - 1. Warranty Period: 2 year from date of Substantial Completion for parts, 2 year on labor.

### **PART 2 - PRODUCTS**

#### **2.1 MANUFACTURERS**

- A. Product: Subject to compliance with requirements, provide the product named for each door hardware item indicated in Door Hardware Sets.

## **2.2 DOOR HARDWARE**

- A. Scheduled Door Hardware: Provide door hardware according to Door Hardware Sets at the end of Part 3. Manufacturers' names are abbreviated.

## **2.3 PIVOTS AND BEARINGS**

- A. Top and Bottom:
  - 1. Manufacturers:
    - a. Ellison Bronze, Inc.

## **2.4 CONVERSION CHECK AND GUIDE CHANNEL**

- A. Manufacturers:
  - 1. Ellison Bronze, Inc.

## **2.5 CONVERSION ROLLER GUIDE**

- A. Manufacturers:
  - a. Ellison Bronze, Inc.

## **2.6 FLOOR BOX GEARS**

- A. Manufacturers:
  - a. Ellison Bronze, Inc.

## **2.7 HOLDERS**

- A. Stops and Holders: Provide semi-automatic hold open.
  - 1. Manufacturers:
    - a. Ellison Bronze, Inc.

## **2.8 DOOR GASKETING AND THRESHOLDS**

- A. Door Gasketing: Replace existing.
- B. Thresholds: Of type scheduled or indicated. Extruded aluminum, match existing.
  - 1. Manufacturers:
    - a. Hager Companies (HAG).

- b. National Guard Products, Inc. (NGP).
- c. Pemko Manufacturing Co., Inc. (PEM).
- d. Reese Enterprises, Inc. (RE).

## **2.9 CYLINDERS, KEYING, AND STRIKES**

- A. Cylinders: Retain existing Sargeant keying system.

## **2.10 FABRICATION**

- A. Base Metals: Furnish metals of a quality equal to or greater than that of specified door hardware units and BHMA A156.18 for finishes. Do not furnish manufacturer's standard materials if different from specified standard.
- B. Fasteners: Phillips flat-head screws with finished heads to match surface of door hardware, unless otherwise indicated. Provide steel machine screws or steel through bolts for fire-rated applications.
- C. Finishes: Comply with BHMA A156.18.

## **2.11 CLEANING MATERIALS**

- A. Water for Cleaning: Potable.
- B. Hot Water: Heat water to a temperature of 140 to 160 deg F (60 to 71 deg C).
- C. Household Cleaner: Manufacturer's standard cleaner containing no chlorine.
  - 1. Products:
    - a. 3M Stainless Steel Cleaner and Polish.
    - b. Revere Stainless Steel Cleaner.
    - c. Copper-Brite.

## **PART 3 - EXECUTION**

### **3.1 INSTALLATION**

- A. Examine doors and frames for compliance with requirements for installation tolerances, labeled fire door assembly construction, wall and floor construction, and other conditions affecting performance.
- B. Door hardware replacement work to be coordinated with Owner.
- C. Adjust and reinforce attachment substrates as necessary for proper installation and operation. Drill and countersink units that are not factory prepared for anchorage fasteners. Space fasteners and anchors according to industry standards.

1. Thresholds: Set thresholds for exterior and acoustical doors in full bed of sealant complying with requirements specified in Division 7 Section "Joint Sealants."
- D. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with accessibility requirements.
1. Door Closers: Adjust sweep period so that from an open position of 70 degrees, the door will take at least three seconds to move to a point 3 inches (75 mm) from the latch, measured to the leading edge of the door.

**3.2 CLEANING**

- A. Proceed with cleaning in an orderly manner; work from top to bottom of each scaffold width and from one end of each elevation to the other.
- B. Household Cleaner Cleaning (Washington Street entrance doors, sidelights and transom):
1. Wet stainless steel with cold water applied by low-pressure spray.
  2. Apply cleaner to stainless steel by wiping with cleaner-impregnated cloths in direction of the visible structure (grain of the stainless steel) until soil is thoroughly dislodged and can be removed by rinsing.
  3. Rinse with hot water.
  4. Wipe dry with towels.

**3.3 DOOR HARDWARE SETS**

Door Hardware Set No. 1				
Single Balanced Door each to have the following:				
1	Pivots and Bearings		Ellison Bronze, Inc.	Match Existing
2	Conversion Check & Guide Channel		Ellison Bronze, Inc.	Match Existing
3	Conversion Roller Guide		Ellison Bronze, Inc.	Match Existing
4	Floor Box Gears		Ellison Bronze, Inc.	Match Existing
5	Holder			Aluminum
6	Threshold	6" wide V.I.F.		

**END OF SECTION 087110**

RMR:cr 01/01/24

## **SECTION 088000 - GLAZING**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. Section includes:
  - 1. Glass for doors.
  - 2. Glazing sealants and accessories.

#### **1.3 DEFINITIONS**

- A. Glass Manufacturers: Firms that produce primary glass, fabricated glass, or both, as defined in referenced glazing publications.
- B. Glass Thicknesses: Indicated by thickness designations in millimeters according to ASTM C 1036.
- C. IBC: International Building Code.
- D. Interspace: Space between lites of an insulating-glass unit.

#### **1.4 COORDINATION**

- A. Coordinate glazing channel dimensions to provide necessary bite on glass, minimum edge and face clearances, and adequate sealant thicknesses, with reasonable tolerances.

#### **1.5 ACTION SUBMITTALS**

- A. Product Data: For each type of product.
- B. Glass Samples: For each type of glass product other than clear monolithic vision glass; 12 inches square.
  - 1. Insulating glass.
- C. Glazing Accessory Samples: For sealants and colored spacers, in 12-inch lengths. Install sealant Samples between two strips of material representative in color of the adjoining framing system.

- D. Glazing Schedule: List glass types and thicknesses for each size opening and location. Use same designations indicated on Drawings.

## 1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer, manufacturers of insulating-glass units with sputter-coated, low-E coatings.
- B. Product Certificates: For glass.
- C. Product Test Reports: For tinted glass, coated glass, insulating glass, and glazing sealants, for tests performed by a qualified testing agency.
  - 1. For glazing sealants, provide test reports based on testing current sealant formulations within previous 36-month period.
- D. Preconstruction adhesion and compatibility test report.
- E. Sample Warranties: For special warranties.

## 1.7 QUALITY ASSURANCE

- A. Manufacturer Qualifications for Insulating-Glass Units with Sputter-Coated, Low-E Coatings: A qualified insulating-glass manufacturer who is approved and certified by coated-glass manufacturer.
- B. Sealant Testing Agency Qualifications: An independent testing agency qualified according to ASTM C 1021 to conduct the testing indicated.

## 1.8 TESTING

- A. Adhesion and Compatibility Testing: Test each glass product, tape sealant, gasket, glazing accessory, and glass-framing member for adhesion to and compatibility with elastomeric glazing sealants.
  - 1. Testing is not required if data are submitted based on previous testing of current sealant products and glazing materials matching those submitted.
  - 2. Use ASTM C 1087 to determine whether priming and other specific joint-preparation techniques are required to obtain rapid, optimum adhesion of glazing sealants to glass, tape sealants, gaskets, and glazing channel substrates.
  - 3. Test no fewer than eight Samples of each type of material, including joint substrates, shims, sealant backings, secondary seals, and miscellaneous materials.
  - 4. Schedule enough time for testing and analyzing results to prevent delaying the Work.
  - 5. For materials failing tests, submit sealant manufacturer's written instructions for corrective measures including the use of specially formulated primers.

## **1.9 DELIVERY, STORAGE, AND HANDLING**

- A. Protect glazing materials according to manufacturer's written instructions. Prevent damage to glass and glazing materials from condensation, temperature changes, direct exposure to sun, or other causes.

## **1.10 FIELD CONDITIONS**

- A. Environmental Limitations: Do not proceed with glazing when ambient and substrate temperature conditions are outside limits permitted by glazing material manufacturers and when glazing channel substrates are wet from rain, frost, condensation, or other causes.
  - 1. Do not install glazing sealants when ambient and substrate temperature conditions are outside limits permitted by sealant manufacturer or are below 40 deg F.

## **1.11 WARRANTY**

- A. Manufacturer's Special Warranty for Coated-Glass Products: Manufacturer agrees to replace coated-glass units that deteriorate within specified warranty period. Deterioration of coated glass is defined as defects developed from normal use that are not attributed to glass breakage or to maintaining and cleaning coated glass contrary to manufacturer's written instructions. Defects include peeling, cracking, and other indications of deterioration in coating.
  - 1. Warranty Period: 10 years from date of Substantial Completion.
- B. Manufacturer's Special Warranty for Laminated Glass: Manufacturer agrees to replace laminated-glass units that deteriorate within specified warranty period. Deterioration of laminated glass is defined as defects developed from normal use that are not attributed to glass breakage or to maintaining and cleaning laminated glass contrary to manufacturer's written instructions. Defects include edge separation, delamination materially obstructing vision through glass, and blemishes exceeding those allowed by referenced laminated-glass standard.
  - 1. Warranty Period: 10 years from date of Substantial Completion.
- C. Manufacturer's Special Warranty for Insulating Glass: Manufacturer agrees to replace insulating-glass units that deteriorate within specified warranty period. Deterioration of insulating glass is defined as failure of hermetic seal under normal use that is not attributed to glass breakage or to maintaining and cleaning insulating glass contrary to manufacturer's written instructions. Evidence of failure is the obstruction of vision by dust, moisture, or film on interior surfaces of glass.
  - 1. Warranty Period: 10 years from date of Substantial Completion.

## **PART 2 - PRODUCTS**

### **2.1 MANUFACTURERS**

- A. Basis-of-Design Glass Product: Subject to compliance with requirements, provide Viracon, Inc. product indicated in glass schedules or equivalent product by one of the following manufacturers.
- B.
  - 1. Guardian Industries Corp.



- C. 2. Pilkington North America.
- D. 3. Cardinal Glass Industries.
- E. 4. Old Castle Glass.
- F. Source Limitations for Glass: Obtain from single source from single manufacturer for each glass type.
- G. Source Limitations for Glazing Accessories: Obtain from single source from single manufacturer for each product and installation method.

## 2.2 PERFORMANCE REQUIREMENTS

- A. General: Installed glazing systems shall withstand normal thermal movement and wind and impact loads (where applicable) without failure, including loss or glass breakage attributable to the following: defective manufacture, fabrication, or installation; failure of sealants or gaskets to remain watertight and airtight; deterioration of glazing materials; or other defects in construction.
- B. Structural Performance: Glazing shall withstand the following design loads within limits and under conditions indicated determined according to the IBC and ASTM E 1300.
  - 1. Design Wind Pressures: As indicated on Drawings.
  - 2. Maximum Lateral Deflection: For glass supported on all four edges, limit center-of-glass deflection at design wind pressure to not more than 1/50 times the short-side length or 1 inch, whichever is less.
  - 3. Differential Shading: Design glass to resist thermal stresses induced by differential shading within individual glass lites.
- C. Safety Glazing: Where safety glazing is indicated, provide glazing that complies with 16 CFR 1201, Category II.
- D. Thermal and Optical Performance Properties: Provide glass with performance properties specified, as indicated in manufacturer's published test data, based on procedures indicated below:
  - 1. For monolithic-glass lites, properties are based on units with lites 6 mm thick.
  - 2. For laminated-glass lites, properties are based on products of construction indicated.
  - 3. For insulating-glass units, properties are based on units of thickness indicated for overall unit and for each lite.
  - 4. U-Factors: Center-of-glazing values, according to NFRC 100 and based on LBL's WINDOW 5.2 computer program, expressed as Btu/sq. ft. x h x deg F.
  - 5. Solar Heat-Gain Coefficient and Visible Transmittance: Center-of-glazing values, according to NFRC 200 and based on LBL's WINDOW 5.2 computer program.

## 2.3 GLASS PRODUCTS, GENERAL

- A. Glazing Publications: Comply with published recommendations of glass product manufacturers and organizations below unless more stringent requirements are indicated. See these publications for glazing terms not otherwise defined in this Section or in referenced standards.
  - 1. GANA Publications: "Laminated Glazing Reference Manual" and "Glazing Manual."

2. IGMA Publication for Insulating Glass: SIGMA TM-3000, "North American Glazing Guidelines for Sealed Insulating Glass Units for Commercial and Residential Use."
- B. Safety Glazing Labeling: Where safety glazing is indicated, permanently mark glazing with certification label of the SGCC or another certification agency acceptable to authorities having jurisdiction. Label shall indicate manufacturer's name, type of glass, thickness, and safety glazing standard with which glass complies.
- C. Insulating-Glass Certification Program: Permanently marked either on spacers or on at least one component lite of units with appropriate certification label of IGCC.
- D. Thickness: Where glass thickness is indicated, it is a minimum. Provide glass that complies with performance requirements and is not less than the thickness indicated.
  1. Minimum Glass Thickness for Exterior Lites: 6 mm.
- E. Strength: Where annealed float glass is indicated, provide annealed float glass, heat-strengthened float glass, or fully tempered float glass as needed to comply with "Performance Requirements" Article. Where heat-strengthened float glass is indicated, provide heat-strengthened float glass or fully tempered float glass as needed to comply with "Performance Requirements" Article. Where fully tempered float glass is indicated, provide fully tempered float glass.

## 2.4 GLASS PRODUCTS

### 2.5 LAMINATED GLASS

- A. Laminated Glass: ASTM C 1172. Use materials that have a proven record of no tendency to bubble, discolor, or lose physical and mechanical properties after fabrication and installation.
  1. Construction: Laminate glass with ionomeric polymer interlayer or cast-in-place and cured-transparent-resin interlayer to comply with interlayer manufacturer's written instructions.
  2. Interlayer Thickness: Provide thickness not less than that indicated and as needed to comply with requirements.
  3. Interlayer Color: Clear unless otherwise indicated.

### 2.6 INSULATING GLASS

- A. Insulating-Glass Units: Factory-assembled units consisting of sealed lites of glass separated by a dehydrated interspace, qualified according to ASTM E 2190.
  1. Sealing System: Dual seal, with primary and secondary sealants, match existing seal.
  2. Spacer: Match existing spacers.
  3. Desiccant: Molecular sieve or silica gel, or a blend of both.

## **2.7 GLAZING SEALANTS**

- A. General:
1. Compatibility: Compatible with one another and with other materials they contact, including glass products, seals of insulating-glass units, and glazing channel substrates, under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.
  2. Suitability: Comply with sealant and glass manufacturers' written instructions for selecting glazing sealants suitable for applications indicated and for conditions existing at time of installation.
- B. Glazing Sealant: Neutral-curing silicone glazing sealant complying with ASTM C 920, Type S, Grade NS, Class 100/50, use NT.
1. Products: Subject to compliance with requirements, provide the following:
    - a. Dow Corning Corporation; 790.
  2. Applications: Structural and weathering.

## **2.8 GLAZING TAPES**

- A. Back-Bedding Mastic Glazing Tapes: Preformed, butyl-based, 100 percent solids elastomeric tape; nonstaining and nonmigrating in contact with nonporous surfaces; with or without spacer rod as recommended in writing by tape and glass manufacturers for application indicated; and complying with ASTM C 1281 and AAMA 800 for products indicated below:
1. AAMA 804.3 tape, where indicated.
- B. Expanded Cellular Glazing Tapes: Closed-cell, PVC foam tapes; factory coated with adhesive on both surfaces; and complying with AAMA 800 for the following types:
1. AAMA 810.1, Type 1, for glazing applications in which tape acts as the primary sealant.

## **2.9 MISCELLANEOUS GLAZING MATERIALS**

- A. General: Provide products of material, size, and shape complying with referenced glazing standard, with requirements of manufacturers of glass and other glazing materials for application indicated, and with a proven record of compatibility with surfaces contacted in installation.
- B. Cleaners, Primers, and Sealers: Types recommended by sealant or gasket manufacturer.
- C. Setting Blocks: Elastomeric material with a Shore, Type A durometer hardness of 85, plus or minus 5.
- D. Spacers: Elastomeric blocks or continuous extrusions of hardness required by glass manufacturer to maintain glass lites in place for installation indicated.
- E. Edge Blocks: Elastomeric material of hardness needed to limit glass lateral movement (side walking).
- F. Cylindrical Glazing Sealant Backing: ASTM C 1330, Type O (open-cell material), of size and density to control glazing sealant depth and otherwise produce optimum glazing sealant performance.

## **2.10 FABRICATION OF GLAZING UNITS**

- A. Fabricate glazing units in sizes required to fit openings indicated for Project, with edge and face clearances, edge and surface conditions, and bite complying with written instructions of product manufacturer and referenced glazing publications, to comply with system performance requirements.
  - 1. Allow for thermal movements from ambient and surface temperature changes acting on glass framing members and glazing components.
    - a. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.
- B. Clean-cut or flat-grind vertical edges of butt-glazed monolithic lites to produce square edges with slight chamfers at junctions of edges and faces.
- C. Grind smooth and polish exposed glass edges and corners.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Examine framing, glazing channels, and stops, with Installer present, for compliance with the following:
  - 1. Manufacturing and installation tolerances, including those for size, squareness, and offsets at corners.
  - 2. Presence and functioning of weep systems.
  - 3. Minimum required face and edge clearances.
  - 4. Effective sealing between joints of glass-framing members.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### **3.2 PREPARATION**

- A. Clean glazing channels and other framing members receiving glass immediately before glazing. Remove coatings not firmly bonded to substrates.
- B. Examine glazing units to locate exterior and interior surfaces. Label or mark units as needed so that exterior and interior surfaces are readily identifiable. Do not use materials that leave visible marks in the completed Work.

### **3.3 GLAZING, GENERAL**

- A. Comply with combined written instructions of manufacturers of glass, sealants, gaskets, and other glazing materials, unless more stringent requirements are indicated, including those in referenced glazing publications.
- B. Protect glass edges from damage during handling and installation. Remove damaged glass from Project site and legally dispose of off Project site. Damaged glass includes glass with edge damage or other imperfections that, when installed, could weaken glass, impair performance, or impair appearance.

- C. Apply primers to joint surfaces where required for adhesion of sealants, as determined by preconstruction testing.
- D. Install setting blocks in sill rabbets, sized and located to comply with referenced glazing publications, unless otherwise required by glass manufacturer. Set blocks in thin course of compatible sealant suitable for heel bead.
- E. Do not exceed edge pressures stipulated by glass manufacturers for installing glass lites.
- F. Provide spacers for glass lites where length plus width is larger than 50 inches.
  - 1. Locate spacers directly opposite each other on both inside and outside faces of glass. Install correct size and spacing to preserve required face clearances, unless gaskets and glazing tapes are used that have demonstrated ability to maintain required face clearances and to comply with system performance requirements.
  - 2. Provide 1/8-inch minimum bite of spacers on glass and use thickness equal to sealant width. With glazing tape, use thickness slightly less than final compressed thickness of tape.
- G. Provide edge blocking where indicated or needed to prevent glass lites from moving sideways in glazing channel, as recommended in writing by glass manufacturer and according to requirements in referenced glazing publications.
- H. Set glass lites in each series with uniform pattern, draw, bow, and similar characteristics.
- I. Set glass lites with proper orientation so that coatings face exterior or interior as specified.
- J. Where wedge-shaped gaskets are driven into one side of channel to pressurize sealant or gasket on opposite side, provide adequate anchorage so gasket cannot walk out when installation is subjected to movement.
- K. Square cut wedge-shaped gaskets at corners and install gaskets in a manner recommended by gasket manufacturer to prevent corners from pulling away; seal corner joints and butt joints with sealant recommended by gasket manufacturer.

### **3.4 TAPE GLAZING**

- A. Position tapes on fixed stops so that, when compressed by glass, their exposed edges are flush with or protrude slightly above sightline of stops.
- B. Install tapes continuously, but not necessarily in one continuous length. Do not stretch tapes to make them fit opening.
- C. Cover vertical framing joints by applying tapes to heads and sills first, then to jambs. Cover horizontal framing joints by applying tapes to jambs, then to heads and sills.
- D. Place joints in tapes at corners of opening with adjoining lengths butted together, not lapped. Seal joints in tapes with compatible sealant approved by tape manufacturer.
- E. Do not remove release paper from tape until right before each glazing unit is installed.

- F. Center glass lites in openings on setting blocks, and press firmly against tape by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings.

### **3.5 GASKET GLAZING (DRY)**

- A. Cut compression gaskets to lengths recommended by gasket manufacturer to fit openings exactly, with allowance for stretch during installation.
- B. Insert soft compression gasket between glass and frame or fixed stop so it is securely in place with joints miter cut and bonded together at corners.
- C. Installation with Drive-in Wedge Gaskets: Center glass lites in openings on setting blocks, and press firmly against soft compression gasket by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings. Compress gaskets to produce a weathertight seal without developing bending stresses in glass. Seal gasket joints with sealant recommended by gasket manufacturer.
- D. Installation with Pressure-Glazing Stops: Center glass lites in openings on setting blocks, and press firmly against soft compression gasket. Install dense compression gaskets and pressure-glazing stops, applying pressure uniformly to compression gaskets. Compress gaskets to produce a weathertight seal without developing bending stresses in glass. Seal gasket joints with sealant recommended by gasket manufacturer.
- E. Install gaskets so they protrude past face of glazing stops.

### **3.6 SEALANT GLAZING (WET)**

- A. Install continuous spacers, or spacers combined with cylindrical sealant backing, between glass lites and glazing stops to maintain glass face clearances and to prevent sealant from extruding into glass channel and blocking weep systems until sealants cure. Secure spacers or spacers and backings in place and in position to control depth of installed sealant relative to edge clearance for optimum sealant performance.
- B. Force sealants into glazing channels to eliminate voids and to ensure complete wetting or bond of sealant to glass and channel surfaces.
- C. Tool exposed surfaces of sealants to provide a substantial wash away from glass.

### **3.7 CLEANING AND PROTECTION**

- A. Immediately after installation remove nonpermanent labels and clean surfaces.
- B. Protect glass from contact with contaminating substances resulting from construction operations. Examine glass surfaces adjacent to or below exterior concrete and other masonry surfaces at frequent intervals during construction, but not less than once a month, for buildup of dirt, scum, alkaline deposits, or stains.

1. If, despite such protection, contaminating substances do come into contact with glass, remove substances immediately as recommended in writing by glass manufacturer. Remove and replace glass that cannot be cleaned without damage to coatings.
- C. Remove and replace glass that is damaged during construction period.
- D. Wash glass on both exposed surfaces not more than four days before date scheduled for inspections that establish date of Substantial Completion. Wash glass as recommended in writing by glass manufacturer.

### **3.8 INSULATING GLASS SCHEDULE**

- A. Glass Type GL-1: Low-E-coated, insulating glass.
  1. Overall Unit Thickness: 1 inch.
  2. Minimum Thickness of Each Glass Lite: 6 mm.
  3. Outdoor Lite: Laminated float glass.
  4. Interspace Content: Argon.
  5. Indoor Lite: Clear laminated float glass.
  6. Low-E Coating: Pyrolytic or sputtered on second or third surface.
  7. Winter Nighttime U-Factor: 0.35 maximum.
  8. Summer Daytime U-Factor: 0.38 maximum.
  9. Visible Light Transmittance: 73 percent minimum.
  10. Solar Heat Gain Coefficient: 0.61 maximum.
  11. Safety glazing required.

**END OF SECTION 088000**

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## **SECTION 088700 – WINDOW FILM**

### **PART 1 - GENERAL**

#### **1.1 SECTION INCLUDES**

- A. Safety and Security Window Film:
  - 1. Clear safety film. (Safety S70X Exterior) and Armoured One (Interior glass surface.)

#### **1.2 REFERENCES**

- A. ANSI Z97.1 - American National Standard for Safety Glazing Materials Used in Buildings - Safety Performance Specifications and Methods of Test.
- B. ASHRAE - American Society for Heating, Refrigeration, and Air Conditioning Engineers; Handbook of Fundamentals.
- C. ASTM International (ASTM):
  - 1. ASTM D 1044 - Standard Method of Test for Resistance of Transparent Plastics to Surface Abrasion (Taber Abrader Test).
  - 2. ASTM E 84 - Standard Method of Test for Surface Burning Characteristics of Building Materials.
  - 3. ASTM E 903 - Standard Methods of Test for Solar Absorbance, Reflectance and Transmittance of Materials Using Integrating Spheres.
- D. Consumer Products Safety Commission 16 CFR, Part 1201 - Safety Standard for Architectural Glazing Materials.
- E. NFRC 100/200 (Formerly ASTM E903) - Standard Methods of Test for Solar Absorbance, Reflectance and Transmittance of Materials Using Integrating Spheres.

#### **1.3 PERFORMANCE REQUIREMENTS**

- A. Safety Glazing Impact Performance:
  - 1. 150 ft-lbs impact resistance, meeting ANSI Z97.1 (Class B, Unlimited) and 16 CFR 1201 (Category 1) impact requirements with film applied on 1/4 inch annealed glass.
  - 2. 150 ft-lbs impact resistance, meeting ANSI Z97.1 (Class B, Unlimited) and 16 CFR 1201 (Category 1) impact requirements with film applied on 1/8 inch annealed glass.

- B. Adhesion to Glass:
  - 1. Nominal 5 lbs/in peel strength per ASTM D3330 (Method A).
- C. Flammability: Surface burning characteristics when tested in accordance ASTM E 84, demonstrating film applied to glass rated Class A for Interior Use:
  - 1. Flame Spread Index: no greater than 25.
  - 2. Smoke Developed Index: no greater than 55.
- D. Abrasion Resistance:
  - 1. Film shall have a surface coating that is resistant to abrasion such that less than 5 percent increase of transmitted light haze will result when tested in accordance to ASTM D 1044 using 100 cycles, 500 grams weight, and the CS10F Calibrase Wheel.
- E. UV Light Rejection:
  - 1. Minimum of 99 percent UV light rejection (300 - 380 nm), per ASTM E903, as determined with film applied on 1/4 inch clear glass.

#### 1.4 SUBMITTALS

- A. Submit under provisions of Section 01 30 00.
- B. Product Data: Manufacturer's current technical literature on each product to be used, including:
  - 1. Manufacturer's Data Sheets.
  - 2. Preparation instructions and recommendations.
  - 3. Storage and handling requirements and recommendations.
  - 4. Installation methods.
- C. 3rd Party Test Report Submittal Requirements. Submit the following 3rd Party test reports indicating compliance with the test values listed in this section.
  - 1. Flammability Testing, ASTM E84.
  - 2. Film Properties Testing, ASTM D882.
  - 3. Abrasion Resistance Testing, ASTM D1044.
  - 4. Peel Strength Testing, ASTM D3330.
  - 5. Puncture Strength Testing, ASTM D4830.
  - 6. Safety Glazing Impact Testing, ANSI Z97.1 or 16 CFR 1201.
- D. Verification Samples: For each film specified, two samples representing actual film color and pattern.

## 1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: All primary products specified in this section will be supplied by a single manufacturer with a minimum of ten (10) years experience.
1. Provide documentation that the adhesive used on the specified films is a Pressure Sensitive Adhesive (PSA).
- B. Installer Qualifications: All products listed in this section are to be installed by a single installer with a minimum of five years demonstrated experience in installing products of the same type and scope as specified.
1. Provide documentation that the installer is authorized by the Manufacturer to perform Work specified in this section.
  2. Provide a commercial building reference list of 5 properties where the installer has applied window film. This list will include the following information:
    - a. Name of building.
    - b. The name and telephone number of a management contact.
    - c. Type of glass.
    - d. Type of film and/or film attachment system.
    - e. Amount of film and/or film attachment system installed.
    - f. Date of completion.
- C. Mock-Up: Provide a mock-up for evaluation of surface preparation techniques and application workmanship.
1. Finish areas designated by Architect.
  2. Do not proceed with remaining work until workmanship, color, and sheen are approved by Architect.
  3. Refinish mock-up area as required to produce acceptable work.

## 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Follow Manufacturer's instructions for storage and handling.
- B. Store products in manufacturer's unopened packaging until ready for installation.
- C. Store and dispose of hazardous materials, and materials contaminated by hazardous materials, in accordance with requirements of local authorities having jurisdiction.

## 1.7 PROJECT CONDITIONS

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

## 1.8 WARRANTY

- A. At project closeout, provide to Owner or Owners Representative an executed current copy of the manufacturer's standard limited warranty against manufacturing defect, outlining its terms, conditions, and exclusions from coverage.
- B. In order to validate warranty, installation must be performed by an Authorized window films dealer and according to Manufacturer's installation instructions.

## PART 2 PRODUCTS

### 2.1 MANUFACTURERS

- A. Acceptable Manufacturer: 3M Commercial Solutions, which is located at: 3M Center Bldg. 220-12-E-04; St. Paul, MN 55144-1000; Toll Free Tel: 888-650-3497; Tel: 651-737-1081; Fax: 651 737 8241; Email:3mredinsidesales@mmm.com;. This product is to be applied to the exterior glass surface.
- B. Armoured One:386 N. Midler Ave., Syracuse N.Y. 132; Tel: 315-720-4186; Email:3mredinsidesales@mmm.com;. This product is to be applied to the interior glass surface.
- C. Substitutions: Not permitted.

### 2.2 CLEAR SAFETY AND SECURITY WINDOW FILM – EXTERIOR GLASS SURFACES.

- A. 3M Safety S70x : Optically clear polyester film with a durable acrylic abrasion resistant coating over one surface and a pressure sensitive adhesive over the other. Apply to the exterior glass surface.
  - 1. Physical / Mechanical Performance Properties:
    - a. Film Color: Clear.
    - b. Thickness: Nominal 7.0 mils.
    - c. Tensile Strength (ASTM D 882): 23,000 psi (MD) / 28,000 psi (TD).
    - d. Break Strength (ASTM D 882): 178 lbs/in.
  - 2. Uniformity: No noticeable pin holes, streaks, thin spots, scratches, banding or other optical defects.
  - 3. Variation in Total Transmission across the Width: Less than 2 percent over the average at any portion along the length.
  - 4. Identification: Labeled as to Manufacturer as listed in this Section.
  - 5. Solar Performance Properties: Film applied to 1/4 Inch (6 mm) thick clear glass.
    - a. Visible Light Transmission (ASTM E 903): 88 percent.

- b. Ultraviolet Transmission (ASTM E 903): Less than 1 percent.
- 6. Impact Resistance for Safety Glazing: Tested on 1/4 inch and 1/8 inch annealed glass.
  - a. Safety Rating (CPSC 16 CFR, Part 1201): Category I (150 ft.-lbs).
  - b. Warranty 15 years

**2.3 CLEAR SAFETY AND SECURITY WINDOW FILM – INTERIOR GLASS SURFACES.**

- A. ARMOURED ONE-23 mil security film. Optically clear film with a durable abrasion resistant coating over one surface and a pressure sensitive adhesive over the other. Apply to the interior glass surface.
  - 1. Physical / Mechanical Performance Properties:
    - a. Film Color: Clear.
    - b. Thickness: Nominal 23 mils.
    - c. Tensile Strength (ASTM D 882): 23,000 psi (MD) / 28,000 psi (TD).
    - d. Break Strength (ASTM D 882): 178 lbs/in.
  - 2. Uniformity: No noticeable pin holes, streaks, thin spots, scratches, banding or other optical defects.
  - 3. Variation in Total Transmission across the Width: Less than 2 percent over the average at any portion along the length.
  - 4. Identification: Labeled as to Manufacturer as listed in this Section.
  - 5. Solar Performance Properties: Film applied to 1/4 Inch (6 mm) thick clear glass.
    - a. Visible Light Transmission (ASTM E 903): 87 percent.
- B. Impact Resistance for Safety Glazing: Tested on 1/4 inch and 1/8 inch annealed glass.
  - a. Safety Rating (CPSC 16 CFR, Part 1201):
  - b. FILTI Shooter Attack Certification Level.
  - c. Break Strength:640 lbs/inch.
  - d. Elongation Strength 230%
  - e. Tensile Strength at Break 35,000
  - f. Peel Strength:10-11 lbs/inch
  - g. Forced Entry Test UL 972
- C. Warranty:15 year

### **PART 3 EXECUTION**

#### **3.1 EXAMINATION**

A. Film Examination:

1. If preparation of glass surfaces is the responsibility of another installer, notify Architect in writing of deviations from manufacturer's recommended installation tolerances and conditions.
  - a. Glass surfaces receiving new film should first be examined to verify that they are free from defects and imperfections, which will affect the final appearance.
2. Do not proceed with installation until glass surfaces have been properly prepared and deviations from manufacturer's recommended tolerances are corrected. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result under the project conditions.
3. Commencement of installation constitutes acceptance of conditions.

#### **3.2 PREPARATION**

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Refer to Manufacturer's installation instructions for methods of preparation for Impact Protection Adhesive or Impact Protection Profile film attachment systems.

#### **3.3 INSTALLATION**

A. Film Installation, General:

1. Install in accordance with manufacturer's instructions.
2. Cut film edges neatly and square at a uniform distance of 1/8 inch (3 mm) to 1/16 inch (1.5 mm) of window sealant. Use new blade tips after 3 to 4 cuts.
3. Spray the slip solution, composed of one capful of baby shampoo or dishwashing liquid to 1 gallon of water, on window glass and adhesive to facilitate proper positioning of film.
4. Apply film to glass and lightly spray film with slip solution.
5. Squeegee from top to bottom of window. Spray slip solution to film and squeegee a second time.
6. Bump film edge with lint-free towel wrapped around edge of a 5-way tool.
7. Upon completion of film application, allow 30 days for moisture from film installation to dry thoroughly, and to allow film to dry flat with no moisture dimples when viewed under normal viewing conditions.
8. If completing an exterior application, check with the manufacturer as to whether edge sealing is required.

**3.4 CLEANING AND PROTECTION**

- A. Remove left over material and debris from Work area. Use necessary means to protect film before, during, and after installation.
- B. Touch-up, repair or replace damaged products before Substantial Completion.
- C. After application of film, wash film using common window cleaning solutions, including ammonia solutions, 30 days after application. Do not use abrasive type cleaning agents and bristle brushes to avoid scratching film. Use synthetic sponges or soft cloths.

**END OF SECTION**

RPK:01/01/24





## **SECTION 093016 - QUARRY TILE**

### **PART 1 – GENERAL**

#### **1.1 REFERENCES**

- A. Tile Manufacturing Standard: Comply with the requirements of ANSI A 137.1 - 2023.
- B. Installation Standards: Comply with the requirements of ANSI Specifications for the Installation of Ceramic Tile, and Correlating Tile Council of America (TCA) Details, except as shown or specified otherwise.

#### **1.2 SUBMITTALS**

- A. Product Data: Manufacturer's printed specifications and installation instructions for the following:
  - 1. Each tile material specified.
  - 2. Each Setting Material specified except for reinforcement, membrane, and primer.
  - 3. Each Grouting Material specified.
- B. Samples:
  - 1. Flat Tile: Each type and color specified.
  - 2. Trim Units: Each type and shape specified.
  - 3. Grout: Each type specified.
  - 4. Color Samples:
    - a. Tile manufacturer's standard range of colors and textures for each tile type specified.
- C. Quality Control Submittals:
  - 1. Tile Grade Certificates: Furnish tile manufacturer's Master Grade Certificate bearing the manufacturer's certification for each shipment of tile.
  - 2. List of Completed Installations: Furnish a list of at least 3 comparable installations of the submitted flooring materials with a satisfactory service life of not less than 3 years. Include list and references with title and contact information.

D. Contract Closeout Submittals:

1. Maintenance Data: Manufacturer's recommended cleaning and stain removal methods and materials.

**1.3 QUALITY ASSURANCE**

A. Manufacturer:

1. Obtain each color, grade, finish, type, composition, and variety of tile from one source with resources to provide products from the same production run for each contiguous area of consistent quality in appearance and physical properties without delaying the Work.
2. Obtain ingredients of a uniform quality for each mortar, waterproof membrane, adhesive, and grout component from a single manufacturer and each aggregate from one source or producer.

B. Certifications:

1. Tile manufacturer's grade certification for each shipment of tile.

C. Installers' Qualifications: The persons installing the work of this Section and their Supervisor shall be personally experienced in quarry or ceramic tile installation and shall have been regularly employed by a Company installing quarry or ceramic tile for a minimum of 5 years. Submit 3 project sites of similar size completed within last 3 years. The Architect will view these sites to determine quality of work. If work is acceptable, the subcontractor will then be approved to perform the work.

**1.4 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver and store packaged materials in original containers with seals unbroken and labels intact until time of use. Comply with requirements of ANSI A137.1 for labeling sealed tile packages.
- B. Prevent damage or contamination to materials by water, freezing, foreign matter, and other causes.

**1.5 PROJECT CONDITIONS**

- A. Environmental Requirements: Do not install tile until construction in spaces is completed. Set and grout tile when ambient temperature is 50 degrees F (10 degrees C) or higher and humidity conditions are being maintained. Substrate must be free of ice. All work to meet material manufacturer's recommendations.

## **1.6 MAINTENANCE**

- A. Extra Materials: Furnish extra tile, equal to 3 percent of the tile installed, of each type, size and color of tile required for the Work. Also furnish a proportionate number of trim units. Place extra materials in storage at the site where directed.

## **PART 2 - PRODUCTS**

### **2.1 TILE MATERIALS**

- A. Unglazed Quarry Tile: Ground square edge unglazed units complying with Section 5.2, ANSI A 137.1; Standard Grade, and of the following requirements:
  - 1. Wearing Surface: Nonabrasive.
  - 2. Facial Dimensions: 6 by 6 inches.
  - 3. Thickness: 1/2 inch.
  - 4. Face: Plain.
- B. Trim Units: Furnish necessary trim shapes of same material, grade, type, and finish as flat tile unless otherwise indicated. Furnish trim shapes required for a complete finished installation.
  - 1. Base: Sanitary cove units.
  - 2. Base for Portland Cement Mortar Installations: Coved.
  - 3. Base for Thin-Set Mortar Installations: Straight.
  - 4. External Corners for Thin-Set Mortar Installations: Surface bullnose.
- C. Colors: Quarry tile colors shall be as indicated, as selected by the Architect from tile manufacturer's standard range of colors.

### **2.2 SETTING MATERIALS**

- A. Dry-Set Mortar: Complying with ANSI A 118.1, and meeting the requirements for setting the particular type of tile to be set with the mortar.
- B. Primer: As recommended by the mortar manufacturer.

### **2.3 GROUTING MATERIALS**

- A. Commercial Portland Cement Grout: Compound of Portland cement and additives, factory blended to decrease shrinkage and increase moisture resistance, and complying with ANSI A 118.6.
- B. Colors: As selected by the Architect from grout manufacturer's standard range of colors.

## **2.4 MISCELLANEOUS MATERIALS**

- A. Metal Edge Strips: White-zinc alloy terrazzo strips, 1/8 inch (3.2mm) wide at top edge with integral provision for anchorage to mortar bed or substrate, unless otherwise indicated.
- B. Extend tile work into recesses and under equipment and fixtures, to form a complete covering without interruptions, except as otherwise shown. Terminate tile work neatly at obstructions, edges, and corners without disruption of pattern or joint alignments.
- C. Accurately form intersections and returns. Perform cutting and drilling of tile without marring visible surfaces. Carefully grind cut edges of tile abutting trim, finish, or built-in items for straight aligned joints. Fit tile closely to electrical outlets, piping, fixtures, and other penetrations so plates, collars, or covers overlap tile.
- D. Metal Edge Strips: Install metal edge strips at edge of tile meeting other types of flooring, unless otherwise indicated.
- E. Grouting: Comply with ANSI A 108.10, 108.8, or 108.6, as applicable; for type of grout, and grout manufacturer's installation instructions. Make joints watertight, and without voids, cracks and excess grout. Damp cure in accordance with reference standards and manufacturer's instructions when applicable.
- F. Install waterproofing to comply with waterproofing manufacturer's written instructions to produce a waterproof membrane of uniform thickness bonded securely to substrate.
  - 1. Do not install tile over waterproofing until waterproofing has cured and been tested to determine that it is watertight.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Examine substrates, areas, and conditions where tile will be installed, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of installed tile.
- B. Do not proceed with installation until unsatisfactory conditions have been corrected.

### **3.2 PREPARATION**

- A. Provide concrete substrates for tile floors installed with dry-set that comply with flatness tolerances specified in referenced ANSI A 108 series of tile installation standards for installations indicated.

1. Use trowelable leveling and patching compounds per tile-setting material manufacturer's written instructions to fill cracks, holes, and depressions.
  2. Remove protrusions, bumps, and ridges by sanding or grinding.
- B. Protection: Protect adjacent surfaces before tile work begins.
- C. Cleaning: Clean substrate surfaces in accordance with applicable reference standards and manufacturer's installation instructions.

### **3.3 INSTALLATION**

- A. Install quarry tile in accordance with ANSI A 108.1, 108.5, or 108.6, as applicable for type of tile and method of installation, and in accordance with the printed installation instructions of the tile and setting material manufacturers.
1. Neutralize and seal substrate as required by the mortar manufacturer's instructions.
  2. Mix and apply proprietary setting and grouting materials in compliance with the manufacturer's instructions.
- B. Setting Beds:
1. Dry -Set mortar
- C. Joint Pattern: Install tile in grid pattern with 1/4 inch joint width, unless otherwise indicated.
- D. Layout tile work on principal walls, with tile field centered in both directions on the floor in each space, so that no tile less than one-half full size will occur along principal walls, unless otherwise approved to suit the features of the space. Align joints (parallel to the space axis in both directions) when adjoining tiles are the same size, unless otherwise indicated. Maintain uniform joint width.
- E. Extend tile work into recesses and under equipment and fixtures, to form a complete covering without interruptions, except as otherwise shown. Terminate tile work neatly at obstructions, edges, and corners without disruption of pattern or joint alignments.
- F. Accurately form intersections and returns. Perform cutting and drilling of tile without marring visible surfaces. Carefully grind cut edges of tile abutting trim, finish, or built-in items for straight aligned joints. Fit tile closely to electrical outlets, piping, fixtures, and other penetrations so plates, collars, or covers overlap tile.

### **3.4 ADJUSTING**

- A. Check the tile work installation. Remove defective tile and retile. Leave finished installation free of cracked, chipped, broken, unbonded, and otherwise defective tile

work.

### **3.5 CLEANING**

- A. On completion of placement and grouting, clean all quarry tile surfaces so they are free of foreign matter. Comply with grouting specifications and with grout manufacturer's printed instructions for materials and method.
  - 1. Unglazed tile may be cleaned with acid solutions only when permitted by tile and grout manufacturer's written instructions, but no sooner than 10 days after installation. Protect metal surfaces, cast iron, and vitreous plumbing fixtures from effects of acid cleaning. Flush surface with clean water before and after cleaning.

### **3.6 PROTECTION**

- A. Apply heavy kraft paper, or other approved heavy protective covering, masked in place over tile work to prevent surface damage.
- B. Prohibit foot and wheel traffic on newly tiled areas for seven days after completion of installation unless otherwise approved by the Architect.
- C. Before final inspection, remove protective coverings and rinse neutral cleaner from tile surfaces.

**END OF SECTION**

## **SECTION 099123 - INTERIOR PAINTING**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. Section Includes:
  - 1. Primers.
  - 2. Acrylic based finish coatings.

#### **1.3 ACTION SUBMITTALS**

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
  - 1. Include preparation requirements and application instructions.
  - 2. Indicate VOC content.
- B. Samples: For each type of topcoat product.
- C. Samples for Initial Selection: For each type of topcoat product.
- D. Samples for Verification: For each type of paint system and each color and gloss of topcoat.
  - 1. Submit Samples on rigid backing, 8 inches square.
  - 2. Apply coats on Samples in steps to show each coat required for system.
  - 3. Label each coat of each Sample.
  - 4. Label each Sample for location and application area.
- E. Product Schedule: Use same designations indicated on Drawings and in the Interior Painting Schedule to cross-reference paint systems specified in this Section. Include color designations.

#### **1.4 MAINTENANCE MATERIAL SUBMITTALS**

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Paint Products: 5 percent, but not less than 1 gal. each material and color applied.

## 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.
  1. Maintain containers in clean condition, free of foreign materials and residue.
  2. Remove rags and waste from storage areas daily.

## 1.6 FIELD CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F.
- B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures of less than 5 deg F above the dew point; or to damp or wet surfaces.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following: Basis of Design
  1. Benjamin Moore & Co.
  2. PPG Paints; PPG Industries, Inc.
  3. Sherwin-Williams Company (The).
- B. Source Limitations: Obtain each paint product from single source from single manufacturer.

### 2.2 PAINT PRODUCTS, GENERAL

- A. Material Compatibility:
  1. Materials for use within each paint system shall be compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
  2. For each coat in a paint system, products shall be recommended in writing by topcoat manufacturers for use in paint system and on substrate indicated.
- B. Colors: As selected by architect.



### **PART 3 - EXECUTION**

#### **3.1 EXAMINATION**

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Verify suitability of substrates, including surface conditions and compatibility, with existing finishes and primers.
- C. Proceed with coating application only after unsatisfactory conditions have been corrected.
  - 1. Application of coating indicates acceptance of surfaces and conditions.

#### **3.2 PREPARATION**

- A. Comply with manufacturer's written instructions and recommendations applicable to substrates and paint systems indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
  - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
- C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
  - 1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.
- D. Steel Substrates: Remove rust, loose mill scale, and shop primer, if any. Clean using methods recommended in writing by paint manufacturer but not less than the following:
  - 1. SSPC-SP 2.
  - 2. SSPC-SP 3.
  - 3. SSPC-SP 7/NACE No. 4.
  - 4. SSPC-SP 11.
- E. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and areas where shop paint is abraded. Paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.

- F. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.
- G. Aluminum Substrates: Remove loose surface oxidation.

### **3.3 INSTALLATION**

- A. Apply paints according to manufacturer's written instructions.
  - 1. Use applicators and techniques suited for paint and substrate indicated.
- B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat but provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

### **3.4 FIELD QUALITY CONTROL**

- A. Dry-Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry-film thickness.
  - 1. Contractor shall touch up and restore painted surfaces damaged by testing.
  - 2. If test results show that dry-film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry-film thickness that complies with paint manufacturer's written recommendations.

### **3.5 CLEANING AND PROTECTION**

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
  - 1. Do not clean equipment with free-draining water and prevent solvents, thinners, cleaners, and other contaminants from entering into waterways, sanitary and storm drain systems, and ground.
  - 2. Dispose of contaminants in accordance with requirements of authorities having jurisdiction.
  - 3. Allow empty paint cans to dry before disposal.

4. Collect waste paint by type and deliver to recycling or collection facility.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

### **3.6 INTERIOR PAINTING**

- A. Paint Type: Interior Acrylic Latex, Semigloss Enamel. (EAL-3).
  1. Solids by Weight: 47.0 percent.
  2. Solids by Volume: 33.2 percent.
  3. Solvent: Water.
  4. Vehicle: 100 percent acrylic resin.
  5. Weight Per Gallon: 10.0 lbs.
  6. Wet Film Thickness: 4.0 mils.
  7. Dry Film Thickness: 1.3 mils.
  8. Manufacturers: Benjamin Moore, PPG, Sherwin-Williams.

**END OF SECTION 099123**



## **SECTION 124813 – ENTRANCE FLOOR MATS**

### **PART 1 – GENERAL**

#### **1.1 SUMMARY**

- A. This section includes the following types of entrance flooring systems:
  - 1. Floor Mats & Frame Assemblies

#### **1.2 REFERENCES**

- A. American Society for Testing and Materials (ASTM)
- B. The Aluminum Association
- C. The National Floor Safety Institute (NFSI)
- D. International Organization for Standardization (ISO)

#### **1.3 SUBMITTALS**

- A. General: Submit the following in accordance with conditions of contract and Division 1 specification section 01300.
- B. Product data for each type of floor mat and frame specified including manufacturer's specifications and installation instructions.
- C. Shop drawings in sufficient detail showing layout of mat and frame specified including details indicating construction relative to materials, direction of traffic, spline locations, profiles, anchors and accessories.
- D. Samples for verification purposes: Submit an assembled section of floor mat and frame members with selected tread insert showing each type of color for exposed floor mat, frame and accessories required.
  - 1. PeditiredLP G3® standard size 9" x 7 ½" Mill Finish with Midnight color standard color
- E. Maintenance data in the form of manufacturer's printed instructions for cleaning and maintaining floor mats.

#### **1.4 QUALITY ASSURANCE**

- A. Flammability in accordance with ASTM E648, Class 1, Critical Radiant Flux, minimum 0.45 watts/m<sup>2</sup>.
- B. Slip resistance in accordance with ASTM D-2047-96, Coefficient of Friction, minimum 0.60 for accessible routes.
- C. Single Source Responsibility: Obtain floor mats and frames from one source of a single manufacturer.
- D. Utilize superior structural aluminum alloy 6063-T6 for rail connectors.
- E. Utilize a manufacturer that is ISO 9001 & 14001 certified.

#### **1.5 DELIVERY, STORAGE AND HANDLING**

- A. Deliver materials to the project site ready for use and fabricated in as large sections and assemblies as practical, in unopened original factory packaging clearly labeled to identify manufacturer.

#### **1.6 PROJECT CONDITIONS**

- A. Field measurements: Check actual openings for mats by accurate field measurements before fabrication. Record actual measurements on final shop drawings. Coordinate fabrication schedule with construction progress to avoid delay of work.
- B. Recessed Conditions: **IMPORTANT:** Coordination with Division 03 00 00 Concrete specifications is required. For proper installation, the concrete recess must be flat and smooth throughout. If the recess is formed by a concrete contractor, the pour dimensions may require leveling grout to achieve the proper depth and a smooth finish. The final recess depth will match the specified product and must be field verified. For proper frame installation, the side walls of the concrete recess must also be straight and smooth. Inconsistencies with the recess and side walls must be remediated prior to product installation.

### **PART 2 - PRODUCTS**

#### **2.1 Manufacturer**

- A. Construction Specialties, 3 Werner Way, Lebanon, NJ 08833 USA 800-233-8493; email [cet@c-sgroup.com](mailto:cet@c-sgroup.com)

- B. Drawings and specifications are based on manufacturer's literature from Construction Specialties, Inc. unless otherwise indicated. Other manufacturers must be approved equal by Architect/Owner.

## 2.2 Materials

- A. Aluminum – 6105-t5, for extrusions.
- B. Flexible TPE extrusions.

## 2.3 Floor Mats

- A. Model and Description – G3 Peditred LP Shall be extruded 6105- T5 aluminum alloy with ½" deep multiple tread planks which are joined by an TPE hinge to comprise the overall grid length (traffic direction). All material shall be perforated to allow drainage. Units must withstand 750 lb. wheel loads (load applied) to a solid 5" x 2" wide polyurethane wheel ,1000 passes without damage.

## 2.04 Mat Frames

- A. THFR- Threshold Frame shall be supplied in 6063-T6 aluminum alloy. For surface/recess installations to provide a flush transition from the entryway door threshold to the mat surface. The frame does not require a leveling screed. Choose from anodized or heavy-duty powder coat finish.

## 2.5 Tread Insert Options

- A. R - Rubber shall include a flexible TPE tread insert in color, Black.

## PART 3 - EXECUTION

### 3.1 Examination

- A. Verification of conditions: Examine areas and conditions under which work is to be performed and identify conditions detrimental to proper or timely completion.
  - 1. Do not proceed until unsatisfactory conditions have been corrected.

3.2 Preparation

- A. Manufacturer shall offer assistance and guidance to provide a template of irregular shaped mat assemblies to ensure a proper installation.

3.3 Installation

- A. Install the work of this section in strict accordance with the manufacturer's recommendations.
- B. Set mat at height recommended by manufacturer for most effective cleaning action.
- C. Coordinate top of mat surface with bottom of doors that swing across to provide ample clearance between door and mat.

3.4 Cleaning

- A. It is important to the life cycle of the flooring system that a maintenance schedule be developed which includes regular vacuuming and extraction that correctly matches the amount of traffic the mat incurs.

3.5 Protection

- A. After completing required frame installation and concrete work, provide temporary filler of plywood or fiberboard in recess, and cover frames with plywood protective flooring. Maintain protection until construction traffic has ended and project is near time of substantial completion.
- B. Defer installation of floor mats until time of substantial completion of project.

END OF SECTION 124813



## SECTION 260505 - SELECTIVE DEMOLITION FOR ELECTRICAL

### PART 1 GENERAL

#### 1.1 SECTION INCLUDES

- A. Electrical demolition.

#### 1.2 RELATED REQUIREMENTS

### PART 2 PRODUCTS

#### 2.1 MATERIALS AND EQUIPMENT

- A. Materials and equipment for patching and extending work: As specified in individual sections.

### PART 3 EXECUTION

#### 3.1 EXAMINATION

- A. Verify field measurements and circuiting arrangements are as indicated.
- B. Verify that abandoned wiring and equipment serve only abandoned facilities.
- C. Demolition drawings are based on casual field observation and existing record documents.
- D. Report discrepancies to Engineer before disturbing existing installation.
- E. Beginning of demolition means installer accepts existing conditions.

#### 3.2 PREPARATION

- A. Disconnect electrical systems in walls, floors, and ceilings to be removed.
- B. Provide temporary wiring and connections to maintain existing systems in service during construction. When work must be performed on energized equipment or circuits, use personnel experienced in such operations.
- C. Existing Fire Alarm System: Maintain existing system in service at all times. Disable system only to make switchovers and connections. Minimize outage duration.
  - 1. Notify Library/County before partially or completely disabling system.
  - 2. Notify local fire service.
  - 3. Make notifications at least 48 hours in advance.
  - 4. Make temporary connections to maintain service in areas adjacent to work area.
  - 5. Provide a fire watch where required by Owner.

### 3.3 DEMOLITION AND EXTENSION OF EXISTING ELECTRICAL WORK

- A. Perform work for removal and disposal of equipment and materials containing toxic substances regulated under the Federal Toxic Substances Control Act (TSCA) in accordance with applicable federal, state, and local regulations. Applicable equipment and materials include, but are not limited to:
  - 1. PCB-containing electrical equipment, including transformers, capacitors, and switches.
  - 2. PCB- and DEHP-containing lighting ballasts.
  - 3. Mercury-containing lamps and tubes, including fluorescent lamps, high intensity discharge (HID), arc lamps, ultra-violet, high pressure sodium, mercury vapor, ignitron tubes, neon, and incandescent.
- B. Remove, relocate, and extend existing installations to accommodate new construction.
- C. Remove abandoned wiring to source of supply.
- D. Remove exposed abandoned conduit, including abandoned conduit above accessible ceiling finishes. Cut conduit flush with walls and floors, and patch surfaces.
- E. Disconnect abandoned outlets and remove devices. Remove abandoned outlets if conduit servicing them is abandoned and removed. Provide blank cover for abandoned outlets that are not removed.
- F. Disconnect and remove electrical devices and equipment serving utilization equipment that has been removed.
- G. Disconnect and remove abandoned luminaires. Remove brackets, stems, hangers, and other accessories.
- H. Repair adjacent construction and finishes damaged during demolition and extension work.
- I. Maintain access to existing electrical installations that remain active. Modify installation or provide access panel as appropriate.
- J. Extend existing installations using materials and methods compatible with existing electrical installations, or as specified.

### 3.4 CLEANING AND REPAIR

- A. See Section 017419 - Construction Waste Management and Disposal for additional requirements.
- B. Clean and repair existing materials and equipment that remain or that are to be reused.

END OF SECTION

## SECTION 260515 - ELECTRICAL FIRESTOPPING

### PART 1 GENERAL

#### 1.1 SECTION INCLUDES

- A. Firestopping materials.
- B. Firestopping of all penetrations, openings, and interruptions to fire rated assemblies, whether indicated on drawings or not, including but not limited to piping, tubing, and similar utilities passing through or penetrating fire rated walls and floor assemblies.

#### 1.2 RELATED SECTIONS

- A. Refer to "Code Compliance Drawings" for location of fire rated assemblies. At a minimum all corridor walls and all floors between stories have a 1hour rating.

#### 1.3 REFERENCES

##### A. ASTM International:

- 1. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
- 2. ASTM E119 - Standard Test Methods for Fire Tests of Building Construction and Materials.
- 3. ASTM E814 - Standard Test Method for Fire Tests of Through-Penetration Fire Stops.

##### B. National Fire Protection Association:

- 1. NFPA 70 - National Electrical Code.

##### C. Underwriters Laboratories Inc.:

- 1. UL 263 - Fire Tests of Building Construction and Materials.
- 2. UL 723 - Tests for Surface Burning Characteristics of Building Materials.
- 3. UL 1479 - Fire Tests of Through-Penetration Firestops.
- 4. UL - Fire Resistance Directory.

#### 1.4 FIRE-STOP SYSTEM PERFORMANCE REQUIREMENTS

- A. General: For penetrations through fire-resistance-rated constructions, including both empty openings and openings containing penetrating items, provide through-penetration fire-stop systems that are produced and installed to resist spread of fire according to requirements indicated, resist passage of smoke and other gases, and maintain original fire-resistance rating of construction penetrated.

1. Fire-resistance-rated walls including fire walls, fire partitions, fire barriers and smoke barriers.
2. Fire-resistance-rated horizontal assemblies including floors and ceiling membranes of roof/ceiling assemblies.

#### 1.5 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: For each type of product indicated.
- C. Shop Drawings: For each through-penetration fire-stop system, show each type of construction condition penetrated, relationships to adjoining construction, and type of penetrating item. Include fire-stop design designation of qualified testing and inspecting agency that evidences compliance with requirements for each condition indicated. Submit UL Standard detail for each penetration type proposed.

#### 1.6 QUALITY ASSURANCE

- A. Fire Testing: Provide firestopping assemblies of designs which provide the specified fire ratings when tested in accordance with methods indicated.
  1. Listing in the current-year classification or certification books of UL will be considered as constituting an acceptable test report.

#### 1.7 ENVIRONMENTAL REQUIREMENTS

- A. Comply with firestopping manufacturer's recommendations for temperature and conditions during and after installation. Maintain minimum temperature before, during, and for 3 days after installation of materials.

### PART 2 PRODUCTS

#### 2.1 MANUFACTURERS

- A. Hilti.
- B. Nelson Fire Stop Products.
- C. Specified Technology.
- D. 3M Fire Protection Products.
- E. Approved equals meeting UL requirements.

#### 2.2 MATERIALS

- A. Sealant Firestopping:

1. Intumescent firestop sealant designed to expand when exposed to fire.
2. Paintable
3. Fire Resistance: Up to 4 hours
4. Curing Time: 14-21 days
5. Elongation: 5%
6. Density: 1.5 g/cm<sup>3</sup>
7. Product: FS-ONE Intumescent Firestop Sealant manufactured by Hilti USA.
8. Uses: Insulated and uninsulated metal pipes, with or without sleeve, jacketed cables, cable bundles, plastic pipes, sheet metal duct, and top of wall joints.

B. Silicone Sealant Firestopping:

1. Silicone based firestop sealant that provides maximum movement in fire-rated joint applications and pipe penetrations.
2. Not paintable
3. Fire Resistance: Up to 4 hours
4. Elongation: 25%
5. Product: CP 601S Elastomeric Firestop Sealant manufactured by Hilti USA.
6. Uses: Joints in walls, floor to floor or fire compartments.

C. Safing Insulation:

1. Mineral-wool type insulation.
2. Thickness: 1" to 1-1/2"
3. Density: 4 to 8 pcf
4. Product: THERMAFIBER Safing Insulation

D. Mechanical systems with fillers. Uses: cable trays, bus duct.

E. Sleeves:

1. Provide sleeves in accordance with Installation requirements section.

### PART 3 EXECUTION

#### 3.1 EXAMINATION

- A. Verify openings are ready to receive sleeves and firestopping materials proposed.
- B. If fire ratings are not shown on drawings, or obvious, review other adjacent fire protective fire stopping materials and methods.
- C. Assume all floor and ceiling penetrations require a 2 hour assembly.

#### 3.2 PREPARATION

- A. Surface Cleaning: Clean out openings immediately before installing through-penetration fire-stop systems to comply with fire-stop system manufacturer's written instructions and with the following requirements:
  1. Remove from surfaces of opening substrates and from penetrating items foreign materials that could interfere with adhesion of through-penetration fire-stop systems.
  2. Clean opening substrates and penetrating items to produce clean, sound surfaces capable of developing optimum bond with through-penetration fire-stop systems. Remove loose particles remaining from cleaning operation.
  3. Remove laitance and form-release agents from concrete.
- B. Priming: Prime substrates where recommended in writing by through-penetration fire-stop system manufacturer using that manufacturer's recommended products and methods. Confine primers to areas of bond; do not allow spillage and migration onto exposed surfaces.

#### 3.3 INSTALLATION

##### A. General

1. Install materials in manner described in UL Detail and in accordance with manufacturer's instructions, completely closing openings.

##### B. Installation

1. Install material at fire rated construction perimeters and openings containing penetrating sleeves, piping, ductwork, conduit and other items, requiring firestopping.
2. Apply primer where recommended by manufacturer for type of firestopping material and substrate involved, and as required for compliance with required fire ratings.
3. Apply firestopping material in sufficient thickness to achieve required fire and smoke rating, to uniform density and texture.

4. Fire Rated Surface:
  1. Seal opening at floor, wall, partition, and roof as follows:
    - 1) Install sleeve through opening and extending beyond minimum of 1 inch on both sides of building element.
    - 2) Size sleeve allowing minimum of 1 inch void between sleeve and building element.
    - 3) Pack void with backing material.
    - 4) Seal ends of sleeve with UL listed fire resistive silicone compound to meet fire rating of structure penetrated.
  2. Where cable tray, conduit, wireway, and trough penetrates fire rated surface, install firestopping product in accordance with manufacturer's instructions.
5. Non-Rated Surfaces:
  1. Seal opening through non-fire rated wall, floor, ceiling, and roof opening as follows:
    - 1) Install sleeve through opening and extending beyond minimum of 1 inch on both sides of building element.
    - 2) Size sleeve allowing minimum of 1 inch void between sleeve and building element.
    - 3) Install type of firestopping material recommended by manufacturer.
  2. Install floor plates or ceiling plate where conduit, penetrates non-fire rated surfaces in occupied spaces. Occupied spaces include rooms with finished ceilings and where penetration occurs below finished ceiling.
  3. Exterior wall openings below grade: Assemble rubber links of mechanical seal to size of conduit and tighten in place, in accordance with manufacturer's instructions.
  4. Interior partitions: Seal pipe penetrations at telecommunication rooms and data rooms. Apply sealant to both sides of penetration to completely fill annular space between sleeve and conduit.

C. Identification:

1. Identify through-penetration fire-stop systems with preprinted metal or plastic labels. Attach labels permanently to surfaces adjacent to and within 6 inches of edge of the fire-stop systems so that labels will be visible to anyone seeking to remove penetrating items or fire-stop systems. Use mechanical fasteners for metal labels. For plastic labels, use self-adhering type with adhesives capable of permanently bonding labels to surfaces on which labels are placed and, in combination with label material, will result in partial destruction of label if removal is attempted. Include the following information on labels:
  1. The words "Warning - Through-Penetration Fire-Stop System - Do Not Disturb. Notify Building Management of Any Damage."
  2. Date of installation.
  3. Through-penetration fire-stop system manufacturer's name.

### 3.4 CLEANING AND PROTECTION

- A. Clean off excess fill materials adjacent to openings as Work progresses by methods and with cleaning materials that are approved in writing by through-penetration fire-stop system manufacturers and that do not damage materials in which openings occur.

- B. Provide final protection and maintain conditions during and after installation that ensure that through-penetration fire-stop systems are without damage or deterioration at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated through-penetration fire-stop systems immediately and install new materials to produce systems complying with specified requirements.

END OF SECTION



## SECTION 260529 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

### PART 1 GENERAL

#### 1.1 SECTION INCLUDES

- A. Support and attachment requirements and components for equipment, conduit, cable, boxes, and other electrical work.

#### 1.2 RELATED REQUIREMENTS

- A. Section 033000 - Cast-in-Place Concrete: Concrete equipment pads.
- B. Section 260533.13 - Conduit for Electrical Systems: Additional support and attachment requirements for conduits.
- C. Section 260533.16 - Boxes for Electrical Systems: Additional support and attachment requirements for boxes.
- D. Section 265100 - Interior Lighting: Additional support and attachment requirements for interior luminaires.

#### 1.3 REFERENCE STANDARDS

- A. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products; 2015.
- B. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2009.
- C. ASTM B633 - Standard Specification for Electrodeposited Coatings of Zinc on Iron and Steel; 2013.
- D. MFMA-4 - Metal Framing Standards Publication; 2004.
- E. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.
- F. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

#### 1.4 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
  - 1. Coordinate sizes and arrangement of supports and bases with actual equipment and components to be installed.
  - 2. Coordinate work to provide additional framing and materials required for installation.

3. Coordinate compatibility of support and attachment components with mounting surfaces at installed locations.
4. Coordinate arrangement of supports with ductwork, piping, equipment and other potential conflicts.
5. Notify Engineer of conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

B. Sequencing:

1. Do not install products on or provide attachment to concrete surfaces until concrete has cured; see Section 033000.

1.5 SUBMITTALS

- A. See Section 013000 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for channel/strut framing systems, nonpenetrating rooftop supports, and post-installed concrete/masonry anchors.
- C. Manufacturer's Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of product.

1.6 QUALITY ASSURANCE

- A. Comply with NFPA 70.
- B. Comply with applicable building code.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Receive, inspect, handle, and store products in accordance with manufacturer's instructions.

PART 2 PRODUCTS

2.1 SUPPORT AND ATTACHMENT COMPONENTS

A. General Requirements:

1. Comply with the following. Where requirements differ, comply with most stringent.
  1. NFPA 70.
  2. Requirements of authorities having jurisdiction.
2. Provide required hangers, supports, anchors, fasteners, fittings, accessories, and hardware as necessary for complete installation of electrical work.

3. Provide products listed, classified, and labeled as suitable for purpose intended, where applicable.
  4. Where support and attachment component types and sizes are not indicated, select in accordance with manufacturer's application criteria as required for the load to be supported with a minimum safety factor of 1.5. Include consideration for vibration, equipment operation, and shock loads where applicable.
  5. Do not use products for applications other than as permitted by NFPA 70 and product listing.
  6. Do not use wire, chain, perforated pipe strap, or wood for permanent supports unless specifically indicated or permitted.
  7. Steel Components: Use corrosion-resistant materials suitable for environment where installed.
    1. Indoor Dry Locations: Use zinc-plated steel or approved equivalent unless otherwise indicated.
    2. Zinc-Plated Steel: Electroplated in accordance with ASTM B633.
    3. Galvanized Steel: Hot-dip galvanized after fabrication in accordance with ASTM A123/A123M or ASTM A153/A153M.
- B. Conduit and Cable Supports: Straps and clamps suitable for conduit or cable to be supported.
1. Conduit Straps: One-hole or two-hole type; steel or malleable iron.
  2. Conduit Clamps: Bolted type unless otherwise indicated.
- C. Outlet Box Supports: Hangers and brackets suitable for boxes to be supported.
- D. Metal Channel/Strut Framing Systems:
1. Description: Factory-fabricated, continuous-slot, metal channel/strut and associated fittings, accessories, and hardware required for field assembly of supports.
  2. Comply with MFMA-4.
- E. Hanger Rods: Threaded, zinc-plated steel unless otherwise indicated.
1. Minimum Size, Unless Otherwise Indicated or Required:
    1. Single Conduit up to 1-inch (27 mm) Trade Size: 1/4-inch diameter.
    2. Single Conduit Larger than 1-inch (27 mm) Trade Size: 3/8-inch diameter.
    3. Trapeze Support for Multiple Conduits: 3/8-inch diameter.
    4. Outlet Boxes: 1/4-inch diameter.
    5. Luminaires: 1/4-inch diameter.
- F. Anchors and Fasteners:

1. Unless otherwise indicated and where not otherwise restricted, use anchor and fastener types indicated for specified applications.
2. Concrete: Use preset concrete inserts, expansion anchors, or screw anchors.
3. Solid or Grout-Filled Masonry: Use expansion anchors or screw anchors.
4. Hollow Masonry: Use toggle bolts.
5. Hollow Stud Walls: Use toggle bolts.
6. Steel: Use beam clamps, machine bolts, or welded threaded studs.
7. Sheet Metal: Use sheet metal screws.
8. Plastic and lead anchors are not permitted.
9. Preset Concrete Inserts: Continuous metal channel/strut and spot inserts specifically designed to be cast in concrete ceilings, walls, and floors.
  1. Manufacturer: Same as manufacturer of metal channel/strut framing system.
  2. Comply with MFMA-4.
  3. Channel Material: Use galvanized steel.

### PART 3 EXECUTION

#### 3.1 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify that mounting surfaces are ready to receive support and attachment components.
- C. Verify that conditions are satisfactory for installation prior to starting work.

#### 3.2 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Install hangers and supports in accordance with NECA 1.
- C. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.
- D. Unless specifically indicated or approved by Engineer, do not provide support from suspended ceiling support system or ceiling grid.
- E. Unless specifically indicated or approved by Engineer, do not provide support from roof deck.
- F. Do not penetrate or otherwise notch or cut structural members without approval of Structural Engineer.

G. Equipment Support and Attachment:

1. Use metal, fabricated supports or supports assembled from metal channel/strut to support equipment as required.
2. Use metal channel/strut secured to studs to support equipment surface mounted on hollow stud walls when wall strength is not sufficient to resist pull-out.
3. Use metal channel/strut to support surface-mounted equipment in wet or damp locations to provide space between equipment and mounting surface.
4. Securely fasten floor-mounted equipment. Do not install equipment such that it relies on its own weight for support.

H. Conduit Support and Attachment: See Section 260533.13 for additional requirements.

I. Box Support and Attachment: See Section 260533.16 for additional requirements.

J. Interior Luminaire Support and Attachment: See Section 265100 for additional requirements.

K. Preset Concrete Inserts: Use manufacturer provided closure strips to inhibit concrete seepage during concrete pour.

L. Secure fasteners in accordance with manufacturer's recommended torque settings.

M. Remove temporary supports.

3.3 FIELD QUALITY CONTROL

A. See Section 014000 - Quality Requirements for additional requirements.

B. Inspect support and attachment components for damage and defects.

C. Repair cuts and abrasions in galvanized finishes using zinc-rich paint recommended by manufacturer. Replace components that exhibit signs of corrosion.

D. Correct deficiencies and replace damaged or defective support and attachment components.

END OF SECTION



## SECTION 260533.13 - CONDUIT FOR ELECTRICAL SYSTEMS

### PART 1 GENERAL

#### 1.1 SECTION INCLUDES

- A. Galvanized steel rigid metal conduit (RMC).
- B. Flexible metal conduit (FMC).
- C. Galvanized steel electrical metallic tubing (EMT).
- D. Conduit fittings.
- E. Accessories.

#### 1.2 RELATED REQUIREMENTS

- A. Section 078400 - Firestopping.
- B. Section 260526 - Grounding and Bonding for Electrical Systems.
- C. Section 260529 - Hangers and Supports for Electrical Systems.
- D. Section 260533.16 - Boxes for Electrical Systems.
- E. Section 260533.23 - Surface Raceways for Electrical Systems.
- F. Section 260553 - Identification for Electrical Systems: Identification products and requirements.

#### 1.3 REFERENCE STANDARDS

- A. ANSI C80.1 - American National Standard for Electrical Rigid Steel Conduit (ERSC); 2005.
- B. ANSI C80.3 - American National Standard for Steel Electrical Metallic Tubing (EMT); 2005.
- C. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.
- D. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable; 2012.
- E. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- F. UL 1 - Flexible Metal Conduit; Current Edition, Including All Revisions.
- G. UL 6 - Electrical Rigid Metal Conduit-Steel; Current Edition, Including All Revisions.
- H. UL 514B - Conduit, Tubing, and Cable Fittings; Current Edition, Including All Revisions.

- I. UL 797 - Electrical Metallic Tubing-Steel; Current Edition, Including All Revisions.
- J. UL 1203 - Explosion-Proof and Dust-Ignition-Proof Electrical Equipment for Use in Hazardous (Classified) Locations; Current Edition, Including All Revisions.
- K. UL 2419 - Outline of Investigation for Electrically Conductive Corrosion Resistant Compounds; Current Edition, Including All Revisions.

#### 1.4 ADMINISTRATIVE REQUIREMENTS

##### A. Coordination:

- 1. Coordinate minimum sizes of conduits with actual type and quantity of conductors to be installed, including adjustments for conductor sizes increased for voltage drop.
- 2. Coordinate arrangement of conduits with structural members, ductwork, piping, equipment, and other potential conflicts.
- 3. Verify exact conduit termination locations required for boxes, enclosures, and equipment.
- 4. Coordinate work to provide roof penetrations that preserve integrity of roofing system and do not void roof warranty.
- 5. Notify Engineer of conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

##### B. Sequencing:

- 1. Do not begin installation of conductors and cables until installation of conduit between termination points is complete.

#### 1.5 SUBMITTALS

- A. See Section 013000 - Administrative Requirements for submittals procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for conduits and fittings.
- C. Project Record Documents: Record actual routing for conduits installed underground, conduits embedded within concrete slabs, and conduits 2-inch (53 mm) trade size and larger.

#### 1.6 QUALITY ASSURANCE

- A. Comply with requirements of NFPA 70.

#### 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Receive, inspect, handle, and store conduit and fittings in accordance with manufacturer's instructions.



## PART 2 PRODUCTS

### 2.1 CONDUIT APPLICATIONS

- A. Do not use conduit and associated fittings for applications other than as permitted by NFPA 70, manufacturer's instructions, and product listing.
- B. Refer to the Raceway Schedule on the Electrical Drawings for permitted usage and restrictions.
- C. Unless otherwise indicated and where not otherwise restricted, use conduit types indicated for specified applications. Where more than one listed application applies, comply with most restrictive requirements. Where conduit type for particular application is not specified, use galvanized steel rigid metal conduit.

### 2.2 CONDUIT - GENERAL REQUIREMENTS

- A. Comply with NFPA 70.
- B. Existing Work: Where existing conduits are indicated to be reused, they may be reused only where they comply with specified requirements, are free from corrosion, and integrity is verified by pulling mandrel through them.
- C. Provide conduit, fittings, supports, and accessories required for complete raceway system.
- D. Provide products listed, classified, and labeled as suitable for purpose intended.
- E. Minimum Conduit Size, Unless Otherwise Indicated:
  - 1. Branch Circuits: 3/4-inch trade size.
  - 2. Branch Circuit Homeruns: 3/4-inch trade size.
- F. Where conduit size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

### 2.3 GALVANIZED STEEL RIGID METAL CONDUIT (RMC OR GRS)

- A. Description: NFPA 70, Type RMC galvanized steel rigid metal conduit complying with ANSI C80.1 and listed and labeled as complying with UL 6.
- B. Fittings:
  - 1. Nonhazardous Locations: Use fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B or UL 6.
  - 2. Hazardous/Classified Locations: Use fittings listed and labeled as complying with UL 1203 for classification of installed location.
  - 3. Material: Use steel or malleable iron.

1. Do not use die cast zinc fittings.
4. Connectors and Couplings: Use threaded type fittings only. Threadless fittings, including set screw and compression/gland types, are not permitted.

#### 2.4 FLEXIBLE METAL CONDUIT (FMC)

A. Description: NFPA 70, Type FMC standard-wall steel flexible metal conduit listed and labeled as complying with UL 1, and listed for use in classified firestop systems.

B. Fittings:

1. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
2. Material: Use steel or malleable iron.
  1. Do not use die cast zinc fittings.

#### 2.5 GALVANIZED STEEL ELECTRICAL METALLIC TUBING (EMT)

A. Description: NFPA 70, Type EMT galvanized steel electrical metallic tubing complying with ANSI C80.3 and listed and labeled as complying with UL 797.

B. Fittings:

1. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
2. Material: Use steel or malleable iron.
  1. Do not use die cast zinc fittings.
3. Connectors and Couplings: Use compression/gland or set-screw type.
  1. Do not use indenter type connectors and couplings.

#### 2.6 ACCESSORIES

A. Conduit Joint Compound: Corrosion-resistant, electrically conductive compound listed as complying with UL 2419; suitable for use with conduit to be installed.

B. Pull Strings: Use nylon or polyester tape with average breaking strength of not less than 1,250 lbf.

C. Firestop Sleeves: Listed; provide as required to preserve fire resistance rating of building elements.

### PART 3 EXECUTION

#### 3.1 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify that mounting surfaces are ready to receive conduits.
- C. Verify that conditions are satisfactory for installation prior to starting work.

#### 3.2 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Install conduit in accordance with NECA 1.
- C. Conduit Routing:
  - 1. Unless dimensioned, conduit routing indicated is diagrammatic.
  - 2. Refer to specific instructions on drawings in areas where ACM is noted as existing.
  - 3. When conduit destination is indicated without specific routing, determine exact routing required.
  - 4. Conceal conduits unless specifically indicated to be exposed.
  - 5. Conduits in the following areas may be exposed, unless otherwise indicated:
    - 1. Electrical rooms.
    - 2. Mechanical equipment rooms.
    - 3. Within joists in areas with no ceiling.
    - 4. Library Stack A and B
  - 6. Unless otherwise approved, do not route exposed conduits:
  - 7. Conduits installed underground or embedded in concrete may be routed in shortest possible manner unless otherwise indicated. Route other conduits parallel or perpendicular to building structure and surfaces, following surface contours where practical.
  - 8. Arrange conduit to maintain adequate headroom, clearances, and access.
  - 9. Arrange conduit to provide no more than equivalent of four 90-degree bends between pull points.
  - 10. Arrange conduit to provide no more than 150 feet between pull points.
  - 11. Route conduits above water and drain piping where possible.

12. Arrange conduit to prevent moisture traps. Provide drain fittings at low points and at sealing fittings where moisture may collect.
13. Maintain minimum clearance of 6 inches between conduits and piping for other systems.
14. Maintain minimum clearance of 12 inches between conduits and hot surfaces. This includes, but is not limited to:
  1. Heaters.
  2. Hot water piping.
  3. Flues.
15. Group parallel conduits in same area on common rack.

D. Conduit Support:

1. Secure and support conduits in accordance with NFPA 70 using suitable supports and methods approved by authorities having jurisdiction; see Section 260529.
2. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.
3. Installation Above Suspended Ceilings: Do not provide support from ceiling support system. Do not provide support from ceiling grid or allow conduits to lay on ceiling tiles.
4. Use metal channel/strut with accessory conduit clamps to support multiple parallel surface-mounted conduits.
5. Use conduit clamp to support single conduit from beam clamp or threaded rod.
6. Use nonpenetrating rooftop supports to support conduits routed across rooftops, where approved.
7. Use of wire for support of conduits is not permitted.
8. Where conduit support intervals specified in NFPA 70 and NECA standards differ, comply with most stringent requirements.

E. Connections and Terminations:

1. Use approved zinc-rich paint or conduit joint compound on field-cut threads of galvanized steel conduits prior to making connections.
2. Where two threaded conduits must be joined and neither can be rotated, use three-piece couplings or split couplings. Do not use running threads.
3. Use suitable adapters where required to transition from one type of conduit to another.

4. Terminate threaded conduits in boxes and enclosures using threaded hubs or double lock nuts for dry locations and raintight hubs for wet locations.
5. Provide insulating bushings, insulated throats, or listed metal fittings with smooth, rounded edges at conduit terminations to protect conductors.
6. Secure joints and connections to provide mechanical strength and electrical continuity.

F. Penetrations:

1. Do not penetrate or otherwise notch or cut structural members, including footings and grade beams, without approval of Structural Engineer.
2. Make penetrations perpendicular to surfaces unless otherwise indicated.
3. Provide sleeves for penetrations as indicated or as required to facilitate installation. Set sleeves flush with exposed surfaces unless otherwise indicated or required.
4. Conceal bends for conduit risers emerging above ground.
5. Seal interior of conduits entering the building from underground at first accessible point to prevent entry of moisture and gases.
6. Where conduits penetrate waterproof membrane, seal as required to maintain integrity of membrane.
7. Make penetrations for roof-mounted equipment within associated equipment openings and curbs where possible to minimize roofing system penetrations. Where penetrations are necessary, seal as indicated or as required to preserve integrity of roofing system and maintain roof warranty.
8. Install firestopping to preserve fire resistance rating of partitions and other elements; see Section 078400.

G. Conduit Movement Provisions: Where conduits are subject to movement, provide expansion and expansion/deflection fittings to prevent damage to enclosed conductors or connected equipment. This includes, but is not limited to:

1. Where conduits cross structural joints intended for expansion, contraction, or deflection.
2. Where conduits are subject to earth movement by settlement or frost.

H. Condensation Prevention: Where conduits cross barriers between areas of potential substantial temperature differential, provide sealing fitting or approved sealing compound at an accessible point near the penetration to prevent condensation. This includes, but is not limited to:

1. Where conduits pass from outdoors into conditioned interior spaces.
2. Where conduits pass from unconditioned interior spaces into conditioned interior spaces.

I. Provide grounding and bonding; see Section 260526.

J. Identify conduits; see Section 260553.

### 3.3 FIELD QUALITY CONTROL

A. See Section 014000 - Quality Requirements for additional requirements.

B. Repair cuts and abrasions in galvanized finishes using zinc-rich paint recommended by manufacturer. Replace components that exhibit signs of corrosion.

C. Correct deficiencies and replace damaged or defective conduits.

### 3.4 CLEANING

A. Clean interior of conduits to remove moisture and foreign matter.

### 3.5 PROTECTION

A. Immediately after installation of conduit, use suitable manufactured plugs to provide protection from entry of moisture and foreign material and do not remove until ready for installation of conductors.

END OF SECTION

## SECTION 260533.16 - BOXES FOR ELECTRICAL SYSTEMS

### PART 1 GENERAL

#### 1.1 SECTION INCLUDES

- A. Outlet and device boxes up to 100 cubic inches, including those used as junction and pull boxes.
- B. Cabinets and enclosures, including junction and pull boxes larger than 100 cubic inches.

#### 1.2 RELATED REQUIREMENTS

- A. Section 260529 - Hangers and Supports for Electrical Systems.
- B. Section 260533.13 - Conduit for Electrical Systems:
  - 1. Conduit bodies and other fittings.
  - 2. Additional requirements for locating boxes to limit conduit length and/or number of bends between pulling points.
- C. Section 260533.23 - Surface Raceways for Electrical Systems:
  - 1. Accessory boxes designed specifically for surface raceway systems.
- D. Section 260553 - Identification for Electrical Systems: Identification products and requirements.

#### 1.3 REFERENCE STANDARDS

- A. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.
- B. NECA 130 - Standard for Installing and Maintaining Wiring Devices; 2010.
- C. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum); 2014.
- D. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable; 2012.
- E. NEMA OS 1 - Sheet-Steel Outlet Boxes, Device Boxes, Covers, and Box Supports; 2013.
- F. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum); 2014.
- G. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- H. UL 50 - Enclosures for Electrical Equipment, Non-Environmental Considerations; Current Edition, Including All Revisions.

- I. UL 50E - Enclosures for Electrical Equipment, Environmental Considerations; Current Edition, Including All Revisions.
- J. UL 508A - Industrial Control Panels; Current Edition, Including All Revisions.
- K. UL 514A - Metallic Outlet Boxes; Current Edition, Including All Revisions.

#### 1.4 ADMINISTRATIVE REQUIREMENTS

##### A. Coordination:

1. Coordinate the work with other trades to avoid placement of ductwork, piping, equipment, or other potential obstructions within the dedicated equipment spaces and working clearances for electrical equipment required by NFPA 70.
2. Coordinate arrangement of electrical equipment with the dimensions and clearance requirements of the actual equipment to be installed.
3. Coordinate minimum sizes of boxes with the actual installed arrangement of conductors, clamps, support fittings, and devices, calculated according to NFPA 70.
4. Coordinate minimum sizes of pull boxes with the actual installed arrangement of connected conduits, calculated according to NFPA 70.
5. Coordinate the placement of boxes with millwork, furniture, devices, equipment, etc. installed under other sections or by others.
6. Coordinate the work with other trades to preserve insulation integrity.
7. Coordinate the work with other trades to provide walls suitable for installation of flush-mounted boxes where indicated.
8. Notify Engineer of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

#### 1.5 SUBMITTALS

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for cabinets and enclosures, boxes for hazardous (classified) locations, floor boxes, and underground boxes/enclosures.
- C. Manufacturer's Installation Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of product.
- D. Project Record Documents: Record actual locations for cabinets and enclosures, floor boxes, and underground boxes/enclosures.



## 1.6 QUALITY ASSURANCE

- A. Comply with requirements of NFPA 70.

## 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Receive, inspect, handle, and store products in accordance with manufacturer's instructions.

## PART 2 PRODUCTS

### 2.1 BOXES

#### A. General Requirements:

1. Do not use boxes and associated accessories for applications other than as permitted by NFPA 70 and product listing.
2. Provide all boxes, fittings, supports, and accessories required for a complete raceway system and to accommodate devices and equipment to be installed.
3. Provide products listed, classified, and labeled as suitable for the purpose intended.
4. Where box size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
5. Provide grounding terminals within boxes where equipment grounding conductors terminate.

#### B. Outlet and Device Boxes Up to 100 cubic inches, Including Those Used as Junction and Pull Boxes:

1. Use sheet-steel boxes for dry locations unless otherwise indicated or required.
2. Use cast iron boxes or cast aluminum boxes for damp or wet locations unless otherwise indicated or required; furnish with compatible weatherproof gasketed covers.
3. Use suitable concrete type boxes where flush-mounted in concrete.
4. Use suitable masonry type boxes where flush-mounted in masonry walls.
5. Use raised covers suitable for the type of wall construction and device configuration where required.
6. Use shallow boxes where required by the type of wall construction.
7. Do not use "through-wall" boxes designed for access from both sides of wall.
8. Sheet-Steel Boxes: Comply with NEMA OS 1, and list and label as complying with UL 514A.

9. Cast Metal Boxes: Comply with NEMA FB 1, and list and label as complying with UL 514A; furnish with threaded hubs.
  10. Boxes for Ganged Devices: Use multigang boxes of single-piece construction. Do not use field-connected gangable boxes unless specifically indicated or permitted.
  11. Minimum Box Size, Unless Otherwise Indicated:
    1. Wiring Devices (Other Than Communications Systems Outlets): 4 inch square by 1-1/2 inch deep (100 by 38 mm) trade size.
  12. Wall Plates: Comply with Section 262726.
- C. Cabinets and Enclosures, Including Junction and Pull Boxes Larger Than 100 cubic inches:
1. Comply with NEMA 250, and list and label as complying with UL 50 and UL 50E, or UL 508A.
  2. NEMA 250 Environment Type, Unless Otherwise Indicated:
    1. Indoor Clean, Dry Locations: Type 1, painted steel.
    2. Outdoor Locations: Type 3R, painted steel.
  3. Junction and Pull Boxes Larger Than 100 cubic inches:
    1. Provide screw-cover or hinged-cover enclosures unless otherwise indicated.

### PART 3 EXECUTION

#### 3.1 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify that mounting surfaces are ready to receive boxes.
- C. Verify that conditions are satisfactory for installation prior to starting work.

#### 3.2 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Install boxes in accordance with NECA 1 (general workmanship) and, where applicable, NECA 130, including mounting heights specified in those standards where mounting heights are not indicated.
- C. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.
- D. Provide separate boxes for emergency power and normal power systems.
- E. Unless otherwise indicated, provide separate boxes for line voltage and low voltage systems.

- F. Flush-mount boxes in finished areas unless specifically indicated to be surface-mounted.
- G. Unless otherwise indicated, boxes may be surface-mounted where exposed conduits are indicated or permitted.
- H. Box Locations:
1. Locate boxes to be accessible. Provide access panels in accordance with Section 083100 as required where approved by the Architect.
  2. Unless dimensioned, box locations indicated are approximate.
  3. Locate boxes as required for devices installed under other sections or by others.
  4. Locate boxes so that wall plates do not span different building finishes.
  5. Locate boxes so that wall plates do not cross masonry joints.
  6. Unless otherwise indicated, where multiple outlet boxes are installed at the same location at different mounting heights, install along a common vertical center line.
  7. Do not install flush-mounted boxes on opposite sides of walls back-to-back. Provide minimum 6 inches horizontal separation unless otherwise indicated.
  8. Acoustic-Rated Walls: Do not install flush-mounted boxes on opposite sides of walls back-to-back; provide minimum 24 inches horizontal separation.
  9. Fire Resistance Rated Walls: Install flush-mounted boxes such that the required fire resistance will not be reduced.
    1. Do not install flush-mounted boxes on opposite sides of walls back-to-back; provide minimum 24 inches separation where wall is constructed with individual noncommunicating stud cavities or protect both boxes with listed putty pads.
  10. Locate junction and pull boxes as indicated, as required to facilitate installation of conductors, and to limit conduit length and/or number of bends between pulling points in accordance with Section 260533.13.
- I. Box Supports:
1. Secure and support boxes in accordance with NFPA 70 and Section 260529 using suitable supports and methods approved by the authority having jurisdiction.
  2. Provide independent support from building structure except for cast metal boxes (other than boxes used for fixture support) supported by threaded conduit connections in accordance with NFPA 70. Do not provide support from piping, ductwork, or other systems.
- J. Install boxes plumb and level.

K. Flush-Mounted Boxes:

1. Install boxes in noncombustible materials such as concrete, tile, gypsum, plaster, etc. so that front edge of box or associated raised cover is not set back from finished surface more than 1/4 inch or does not project beyond finished surface.
2. Install boxes in combustible materials such as wood so that front edge of box or associated raised cover is flush with finished surface.
3. Repair rough openings around boxes in noncombustible materials such as concrete, tile, gypsum, plaster, etc. so that there are no gaps or open spaces greater than 1/8 inch at the edge of the box.

L. Install boxes as required to preserve insulation integrity.

M. Install permanent barrier between ganged wiring devices when voltage between adjacent devices exceeds 300 V.

N. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 078400.

O. Close unused box openings.

P. Install blank wall plates on junction boxes and on outlet boxes with no devices or equipment installed or designated for future use.

Q. Provide grounding and bonding in accordance with Section 260526.

R. Identify boxes in accordance with Section 260553.

3.3 CLEANING

A. Clean interior of boxes to remove dirt, debris, plaster and other foreign material.

3.4 PROTECTION

A. Immediately after installation, protect boxes from entry of moisture and foreign material until ready for installation of conductors.

END OF SECTION

## SECTION 260533.23 - SURFACE RACEWAYS FOR ELECTRICAL SYSTEMS

### PART 1 GENERAL

#### 1.1 SECTION INCLUDES

A. Surface raceway systems.

#### 1.2 RELATED REQUIREMENTS

A. Section 260529 - Hangers and Supports for Electrical Systems.

B. Section 260533.13 - Conduit for Electrical Systems.

C. Section 260533.16 - Boxes for Electrical Systems.

D. Section 260553 - Identification for Electrical Systems: Identification products and requirements.

#### 1.3 REFERENCE STANDARDS

A. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.

B. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

C. UL 5 - Surface Metal Raceways and Fittings; Current Edition, Including All Revisions.

#### 1.4 ADMINISTRATIVE REQUIREMENTS

##### A. Coordination:

1. Coordinate the placement of raceways with millwork, furniture, equipment, etc. installed under other sections or by others.
2. Coordinate rough-in locations of outlet boxes provided under Section 260533.16 and conduit provided under Section 260533.13 as required for installation of raceways provided under this section.
3. Verify minimum sizes of raceways with the actual conductors and components to be installed.
4. Notify Engineer of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

##### B. Sequencing:

1. Do not install raceways until final surface finishes and painting are complete.

2. Do not begin installation of conductors and cables until installation of raceways is complete between outlet, junction and splicing points.

## 1.5 SUBMITTALS

A. Product Data: Provide manufacturer's standard catalog pages and data sheets including dimensions, knockout sizes and locations, materials, fabrication details, finishes, service condition requirements, and accessories.

1. Surface Raceway Systems: Include information on fill capacities for conductors and cables.

B. Shop Drawings:

1. Pre-wired Surface Raceway Systems: Provide plan and elevation views including dimensioned locations of wiring devices and circuiting arrangements.
2. Wireways: Provide dimensioned plan and elevation views including adjacent equipment with all required clearances indicated.

## 1.6 QUALITY ASSURANCE

A. Comply with requirements of NFPA 70.

## 1.7 DELIVERY, STORAGE, AND HANDLING

A. Receive, inspect, handle, and store products in accordance with manufacturer's instructions.

## PART 2 PRODUCTS

### 2.1 RACEWAY REQUIREMENTS

A. Provide all components, fittings, supports, and accessories required for a complete raceway system.

B. Provide products listed, classified, and labeled as suitable for the purpose intended.

C. Do not use raceways for applications other than as permitted by NFPA 70 and product listing.

### 2.2 SURFACE RACEWAY SYSTEMS

A. Manufacturers:

1. Hubbell Incorporated; Series HBL500/700
2. MonoSystems, Inc; Series SMS500/700
3. Wiremold, a brand of Legrand North America, Inc; Series V500/700

B. Surface Metal Raceways: Listed and labeled as complying with UL 5.

C. Surface Raceway System:

1. Raceway Type: Single channel, painted steel.
2. Length: As indicated on the drawings.
3. Color: To be selected by Architect.
4. Accessory Device Boxes: Suitable for the devices to be installed; color to match raceway.
5. Integrated Device Provisions:
  1. Receptacles:
    - 1) Configuration: As indicated on the drawings.
    - 2) Color: Match raceway.
    - 3) Spacing: As indicated on the drawings.
  2. Communications Outlets:
    - 1) Voice and Data Jacks: As specified in Section 271000.
    - 2) Configuration: As indicated on the drawings.
    - 3) Spacing: As indicated on the drawings.

### 2.3 SOURCE QUALITY CONTROL

A. See Section 014000 - Quality Requirements, for additional requirements.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify that outlet boxes and conduit terminations are installed in proper locations and are properly sized in accordance with NFPA 70 to accommodate raceways.
- C. Verify that mounting surfaces are ready to receive raceways and that final surface finishes are complete, including painting.
- D. Verify that conditions are satisfactory for installation prior to starting work.

### 3.2 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Perform work in accordance with NECA 1 (general workmanship).
- C. Install raceways plumb and level.

D. Secure and support raceways in accordance with Section 260529 at intervals complying with NFPA 70 and manufacturer's requirements.

E. Close unused raceway openings.

F. Provide grounding and bonding in accordance with Section 260526.

G. Identify raceways in accordance with Section 260553.

### 3.3 FIELD QUALITY CONTROL

A. Inspect raceways for damage and defects.

B. Surface Raceway Systems with Integrated Devices: Test each wiring device to verify operation and proper polarity.

C. Correct wiring deficiencies and replace damaged or defective raceways.

### 3.4 CLEANING

A. Clean exposed surfaces to remove dirt, paint, or other foreign material and restore to match original factory finish.

### 3.5 PROTECTION

A. Protect installed raceways from subsequent construction operations.

END OF SECTION



## SECTION 260553 - IDENTIFICATION FOR ELECTRICAL SYSTEMS

### PART 1 GENERAL

#### 1.1 SECTION INCLUDES

- A. Electrical identification requirements.
- B. Identification nameplates and labels.
- C. Wire and cable markers.

#### 1.2 RELATED REQUIREMENTS

- A. Section 260519 - Low-Voltage Electrical Power Conductors and Cables: Color coding for power conductors and cables 600 V and less; vinyl color coding electrical tape.

#### 1.3 REFERENCE STANDARDS

- A. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

#### 1.4 ADMINISTRATIVE REQUIREMENTS

##### A. Coordination:

- 1. Verify final designations for equipment, systems, and components to be identified prior to fabrication of identification products.

##### B. Sequencing:

- 1. Do not conceal items to be identified, in locations such as above suspended ceilings, until identification products have been installed.
- 2. Do not install identification products until final surface finishes and painting are complete.

#### 1.5 SUBMITTALS

- A. See Section 013000 - Administrative Requirements for submittals procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for each product.
- C. Manufacturer's Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation and installation of product.

#### 1.6 QUALITY ASSURANCE

- A. Comply with requirements of NFPA 70.

## 1.7 FIELD CONDITIONS

- A. Do not install adhesive products when ambient temperature is lower than recommended by manufacturer.

## PART 2 PRODUCTS

### 2.1 IDENTIFICATION REQUIREMENTS

- A. Existing Work: Unless specifically excluded, identify existing elements to remain that are not already identified in accordance with specified requirements.

- B. Identification for Equipment:

- 1. Use identification nameplate to identify each piece of electrical distribution and control equipment and associated sections, compartments, and components.
- 2. Use identification label to identify overcurrent protective devices for branch circuits serving fire alarm circuits. Identify with text "FIRE ALARM CIRCUIT".

- C. Identification for Conductors and Cables:

- 1. Color Coding for Power Conductors 600 V and Less: Comply with Section 260519.
- 2. Identification for Communications Conductors and Cables: Comply with Section 271000.
- 3. Use identification nameplate or identification label to identify color code for ungrounded and grounded power conductors inside door or enclosure at each piece of feeder or branch-circuit distribution equipment when premises has feeders or branch circuits served by more than one nominal voltage system.
- 4. Use wire and cable markers to identify circuit number or other designation indicated for power, control, and instrumentation conductors and cables at the following locations:
  - 1. At each source and load connection.

- D. Identification for Boxes:

- 1. Use identification labels or handwritten text using indelible marker to identify circuits enclosed.

- E. Identification for Devices:

- 1. Identification for Communications Devices: Comply with Section 271000.
- 2. Wiring Device and Wallplate Finishes: Comply with Section 262726.
- 3. Use identification label or engraved wallplate to identify serving branch circuit for all receptacles.

1. For receptacles in public areas or in areas as directed by Architect, provide identification on inside surface of wallplate.

## 2.2 IDENTIFICATION NAMEPLATES AND LABELS

### A. Identification Nameplates:

1. Materials:
  1. Indoor Clean, Dry Locations: Use plastic nameplates.
  2. Outdoor Locations: Use plastic, stainless steel, or aluminum nameplates suitable for exterior use.
2. Plastic Nameplates: Two-layer or three-layer laminated acrylic or electrically non-conductive phenolic with beveled edges; minimum thickness of 1/16 inch; engraved text.
3. Stainless Steel Nameplates: Minimum thickness of 1/32 inch; engraved or laser-etched text.
4. Aluminum Nameplates: Anodized; minimum thickness of 1/32 inch; engraved or laser-etched text.
5. Mounting Holes for Mechanical Fasteners: Two, centered on sides for sizes up to 1 inch high; Four, located at corners for larger sizes.

### B. Identification Labels:

1. Materials: Use self-adhesive laminated plastic labels; UV, chemical, water, heat, and abrasion resistant.
  1. Use only for indoor locations.
2. Text: Use factory pre-printed or machine-printed text. Do not use handwritten text unless otherwise indicated.

### C. Format for Equipment Identification:

1. Minimum Size: 1 inch by 2.5 inches.
2. Legend:
  1. Equipment designation or other approved description.
3. Text: All capitalized unless otherwise indicated.
4. Minimum Text Height:
  1. Equipment Designation: 1/2 inch.
  2. Exception: Provide minimum text height of 1 inch for equipment located more than 10 feet above floor or working platform.
5. Color:

1. Normal Power System: White text on black background.

## 2.3 WIRE AND CABLE MARKERS

- A. Markers for Conductors and Cables: Use wrap-around self-adhesive vinyl cloth, wrap-around self-adhesive vinyl self-laminating, heat-shrink sleeve, plastic sleeve, plastic clip-on, or vinyl split sleeve type markers suitable for the conductor or cable to be identified.
- B. Markers for Conductor and Cable Bundles: Use plastic marker tags secured by nylon cable ties.
- C. Legend: Power source and circuit number or other designation indicated.
- D. Text: Use factory pre-printed or machine-printed text, all capitalized unless otherwise indicated.
- E. Minimum Text Height: 1/8 inch.
- F. Color: Black text on white background unless otherwise indicated.

## PART 3 EXECUTION

### 3.1 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Install identification products to be plainly visible for examination, adjustment, servicing, and maintenance. Unless otherwise indicated, locate products as follows:
  1. Surface-Mounted Equipment: Enclosure front.
  2. Flush-Mounted Equipment: Inside of equipment door.
  3. Free-Standing Equipment: Enclosure front; also enclosure rear for equipment with rear access.
  4. Elevated Equipment: Legible from the floor or working platform.
  5. Interior Components: Legible from the point of access.
  6. Boxes: Outside face of cover.
  7. Conductors and Cables: Legible from the point of access.
  8. Devices: Outside face of cover.
- C. Install identification products centered, level, and parallel with lines of item being identified.
- D. Secure nameplates to exterior surfaces of enclosures using stainless steel screws and to interior surfaces using self-adhesive backing or epoxy cement.

- E. Install self-adhesive labels and markers to achieve maximum adhesion, with no bubbles or wrinkles and edges properly sealed.
- F. Mark all handwritten text, where permitted, to be neat and legible.
- G. Provide and affix a typewritten circuit directory card with a clear plastic cover to the inside of each panelboard door. Directory shall include the Panel ID, voltage rating, and current rating of the panel, as well as the circuit names (or spare circuit breakers or spare positions identified) fed by each circuit position on the panel.

### 3.2 FIELD QUALITY CONTROL

- A. See Section 014000 - Quality Requirements, for additional requirements.
- B. Replace self-adhesive labels and markers that exhibit bubbles, wrinkles, curling or other signs of improper adhesion.

END OF SECTION

## SECTION 260583 - WIRING CONNECTIONS

### PART 1 GENERAL

#### 1.1 SECTION INCLUDES

- A. Electrical connections to equipment.

#### 1.2 RELATED REQUIREMENTS

- A. Section 260519 - Low-Voltage Electrical Power Conductors and Cables.
- B. Section 260533.16 - Boxes for Electrical Systems.

#### 1.3 REFERENCE STANDARDS

- A. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

#### 1.4 ADMINISTRATIVE REQUIREMENTS

##### A. Coordination:

1. Obtain and review shop drawings, product data, manufacturer's wiring diagrams, and manufacturer's instructions for equipment furnished under other sections.
2. Determine connection locations and requirements.

##### B. Sequencing:

1. Install rough-in of electrical connections before installation of equipment is required.
2. Make electrical connections before required start-up of equipment.

#### 1.5 SUBMITTALS

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide wiring device manufacturer's catalog information showing dimensions, configurations, and construction.
- C. Manufacturer's Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of product.

#### 1.6 QUALITY ASSURANCE

- A. Comply with requirements of NFPA 70.
- B. Products: Listed, classified, and labeled as suitable for the purpose intended.

## PART 2 PRODUCTS

### 2.1 MATERIALS

- A. Wire and Cable: As specified in Section 260519.
- B. Boxes: As specified in Section 260533.16.

### 2.2 EQUIPMENT CONNECTIONS

- A. Provide connections as noted on the Contract Drawings. :

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Verify that equipment is ready for electrical connection, wiring, and energization.

### 3.2 ELECTRICAL CONNECTIONS

- A. Make electrical connections in accordance with equipment manufacturer's instructions.
- B. Install suitable strain-relief clamps and fittings for cord connections at outlet boxes and equipment connection boxes.
- C. Install terminal block jumpers to complete equipment wiring requirements.
- D. Install interconnecting conduit and wiring between devices and equipment to complete equipment wiring requirements.

END OF SECTION





## SECTION 265100 - INTERIOR LIGHTING

### PART 1 GENERAL

#### 1.1 SECTION INCLUDES

A. Exit signs.

#### 1.2 RELATED REQUIREMENTS

A. Section 260529 - Hangers and Supports for Electrical Systems.

B. Section 260533.16 - Boxes for Electrical Systems.

C. Section 260553 - Identification for Electrical Systems: Identification products and requirements.

#### 1.3 REFERENCE STANDARDS

A. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.

B. NECA/IESNA 500 - Standard for Installing Indoor Commercial Lighting Systems; 2006.

C. NECA/IESNA 502 - Standard for Installing Industrial Lighting Systems; 2006.

D. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

E. NFPA 101 - Life Safety Code; 2015.

F. UL 924 - Emergency Lighting and Power Equipment; Current Edition, Including All Revisions.

#### 1.4 ADMINISTRATIVE REQUIREMENTS

##### A. Coordination:

1. Coordinate the installation of luminaires with mounting surfaces installed under other sections or by others. Coordinate the work with placement of supports, anchors, etc. required for mounting. Coordinate compatibility of luminaires and associated trims with mounting surfaces at installed locations.
2. Coordinate the placement of luminaires with structural members, ductwork, piping, equipment, diffusers, fire suppression system components, and other potential conflicts installed under other sections or by others.
3. Coordinate the placement of exit signs with furniture, equipment, signage or other potential obstructions to visibility installed under other sections or by others.
4. Notify Engineer of any conflicts or deviations from Contract Documents to obtain direction prior to proceeding with work.

## 1.5 SUBMITTALS

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets including detailed information on luminaire construction, dimensions, ratings, finishes, mounting requirements, listings, service conditions, photometric performance, installed accessories, and ceiling compatibility; include model number nomenclature clearly marked with all proposed features.
- C. Field quality control reports.
- D. Operation and Maintenance Data: Instructions for each product including information on replacement parts.

## 1.6 QUALITY ASSURANCE

- A. Comply with requirements of NFPA 70.
- B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

## 1.7 DELIVERY, STORAGE, AND PROTECTION

- A. Receive, handle, and store products according to NECA/IESNA 500 (commercial lighting), NECA/IESNA 502 (industrial lighting), and manufacturer's written instructions.
- B. Keep products in original manufacturer's packaging and protect from damage until ready for installation.

## 1.8 FIELD CONDITIONS

- A. Maintain field conditions within manufacturer's required service conditions during and after installation.

## 1.9 WARRANTY

- A. See Section 017800 - Closeout Submittals, for additional warranty requirements.
- B. Provide 10-year pro-rata warranty for exit signs.

## PART 2 PRODUCTS

### 2.1 MANUFACTURERS - LUMINAIRES

- A. Acuity Brands, Inc: [www.acuitybrands.com](http://www.acuitybrands.com).
- B. Cooper Lighting, a division of Cooper Industries: [www.cooperindustries.com](http://www.cooperindustries.com).

- C. Substitutions: See Section 016000 - Product Requirements, except where individual luminaire types are designated with substitutions not permitted.

## 2.2 LUMINAIRE TYPES

- A. Furnish products as indicated in luminaire schedule included on the drawings.
- B. Substitutions: See Section 016000 - Product Requirements.

## 2.3 EXIT SIGNS

- A. Description: Exit signs and similar signs for special purpose applications such as area of refuge/rescue assistance.
- B. Description: Exit signs complying with NFPA 101 and applicable state and local codes, and listed and labeled as complying with UL 924.
  - 1. Number of Faces: Single- or double-face as indicated or as required for installed location.
  - 2. Directional Arrows: As indicated or as required for installed location.
- C. Powered Exit Signs: Internally illuminated with LEDs unless otherwise indicated.
  - 1. Self-Powered Exit Signs:
    - 1. Operation: Upon interruption of normal power source or brownout condition exceeding 20 percent voltage drop from nominal, solid-state control automatically switches connected lamps to integral battery power for minimum of 90 minutes of rated emergency illumination, and automatically recharges battery upon restoration of normal power source.
    - 2. Battery: Sealed, maintenance-free, nickel cadmium unless otherwise indicated.
    - 3. Diagnostics: Provide power status indicator light and accessible integral test switch to manually activate emergency operation.
    - 4. Provide low-voltage disconnect to prevent battery damage from deep discharge.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify that outlet boxes are installed in proper locations and at proper mounting heights and are properly sized to accommodate conductors in accordance with NFPA 70.
- C. Verify that suitable support frames are installed where required.
- D. Verify that branch circuit wiring installation is completed, tested, and ready for connection to luminaires.

E. Verify that conditions are satisfactory for installation prior to starting work.

### 3.2 PREPARATION

A. Provide extension rings to bring outlet boxes flush with finished surface.

B. Clean dirt, debris, plaster, and other foreign materials from outlet boxes.

### 3.3 INSTALLATION

A. Coordinate locations of outlet boxes provided under Section 260533.16 as required for installation of luminaires provided under this section.

B. Perform work in accordance with NECA 1 (general workmanship).

C. Install products in accordance with manufacturer's instructions.

D. Install luminaires securely, in a neat and workmanlike manner, as specified in NECA 500 (commercial lighting) and NECA 502 (industrial lighting).

E. Provide required support and attachment in accordance with Section 260529.

F. Install luminaires plumb and square and aligned with building lines and with adjacent luminaires.

#### G. Suspended Ceiling Mounted Luminaires:

1. Do not use ceiling tiles to bear weight of luminaires.
2. Do not use ceiling support system to bear weight of luminaires unless ceiling support system is certified as suitable to do so.
3. Secure surface-mounted and recessed luminaires to ceiling support channels or framing members or to building structure.
4. Secure pendant-mounted luminaires to building structure.
5. Secure lay-in luminaires to ceiling support channels using listed safety clips at four corners.
6. See appropriate Division 9 section where suspended grid ceiling is specified for additional requirements.

#### H. Recessed Luminaires:

1. Install trims tight to mounting surface with no visible light leakage.

#### I. Suspended Luminaires:

1. Unless otherwise indicated, specified mounting heights are to bottom of luminaire.
  2. Install using the suspension method to match the existing to be replaced luminaire, furnish with support type and accessories as required to replace existing in kind.
- J. Install accessories furnished with each luminaire.
- K. Bond products and metal accessories to branch circuit equipment grounding conductor.
- L. Exit Signs:
1. Unless otherwise indicated, connect unit to closest existing unswitched emergency power circuit . Bypass local switches, contactors, or other lighting controls.
  2. Install lock-on device on branch circuit breaker serving units (new circuits only)
- M. Identify luminaires connected to emergency power system in accordance with Section 260553.
- 3.4 FIELD QUALITY CONTROL
- A. See Section 014000 - Quality Requirements, for additional requirements.
  - B. Inspect each product for damage and defects.
  - C. Operate each luminaire after installation and connection to verify proper operation.
  - D. Test self-powered exit signs, emergency lighting units, and fluorescent emergency power supply units to verify proper operation upon loss of normal power supply.
  - E. Correct wiring deficiencies and repair or replace damaged or defective products. Repair or replace excessively noisy ballasts as determined by Engineer.
- 3.5 ADJUSTING
- A. Exit Signs with Field-Selectable Directional Arrows: Set as indicated or as required to properly designate egress path as directed by Engineer or authority having jurisdiction.
- 3.6 CLEANING
- A. Clean surfaces according to NECA 500 (commercial lighting), NECA 502 (industrial lighting), and manufacturer's instructions to remove dirt, fingerprints, paint, or other foreign material and restore finishes to match original factory finish.
- 3.7 CLOSEOUT ACTIVITIES
- A. Demonstration: Demonstrate proper operation of luminaires to Engineer, and correct deficiencies or make adjustments as directed.

### 3.8 PROTECTION

- A. Protect installed luminaires from subsequent construction operations.
- END OF SECTION

## SECTION 283100.02 - FIRE DETECTION AND ALARM

### PART 1 GENERAL

#### 1.1 SUMMARY

- A. This Section covers fire alarm systems, including initiating devices, notification appliances, controls, and supervisory devices.
- B. Work covered by this section includes the furnishing of labor, equipment, and materials for installation of the fire alarm system as indicated on the drawings and specifications.
- C. The Fire Alarm System shall consist of all necessary hardware equipment, associated cabling and software programming to accomplish the following:
  1. Accommodate the additional detection devices and notification appliances throughout the facility as shown on plan.
  2. Conversion of existing detection devices from analog to addressable, where noted on plan (alternate)

#### 1.2 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this section.
- B. The work covered by this section is to be coordinated with related work as specified elsewhere in the specifications. Requirements of the following sections apply:
  1. Section 26: "Low-Voltage Conductors and Cables."
  2. Division 26: "Basic Electrical Materials and Methods."
  3. Division 26: "Fire Stopping."
- C. The system and all associated operations shall be in accordance with the following:
  1. Requirements of the following Model Fire Code: NFPA, 2003 Edition
  2. NFPA 72, National Fire Alarm Code
  3. NFPA 70, National Electrical Code
  4. NFPA 101, Life Safety Code
  5. NFPA 90A, Standard for the Installation of Air Conditioning and Ventilating Systems,
  6. Local Jurisdictional Adopted Codes and Standards
  7. ADA Accessibility Guidelines

### 1.3 SCOPE OF WORK

#### A. New Work:

1. Provide expansion of existing addressable microprocessor-based FACP model EST4.
2. Install new addressable fire alarm devices where indicated on the contract drawings. All new addressable devices shall utilize new fire alarm cable, unless noted otherwise on plan.
3. Install new addressable pull station devices where indicated on the contract drawings. All new pull stations shall utilize new fire alarm cable.
4. Provide required circuits to accommodate all proposed notification appliance devices. Where necessary, provide additional NAC power supplies and circuits to meet NFPA 72 battery backup requirements.
5. Provide required fire alarm terminal cabinets in strategic locations to accommodate cabling/splices and expansion.
6. Provide required addressable modules for all new addressable devices plus 25% spare capacity for initiating devices, per module.
7. Provide new control panel, to accommodate the proposed conversion of conventional analog to addressable (alternate). Refer to floor plans for additional details.

### 1.4 PERFORMANCE REQUIREMENTS

- A. New equipment shall be programmed to respond in a fashion that matches the existing programming response matrix. No proposed changes to the system output/reporting sequence are suggested or proposed as part of this expansion project.
- B. Comply with NFPA 72.

### 1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Personnel certified by NICET as Fire Alarm Level III, as supervisor, and NICET I and II all other installers.
- B. Installer and equipment vendor shall be Licensed by the State of NY to install security and fire alarm systems.
- C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.



- D. Coordinate with the existing Library Fire Alarm Vendor/Supplier. All equipment shall be sole sourced to work with and be compatible with the existing controller. Contact Fire Safety Systems Inc.

## 1.6 SUBMITTALS

- A. General: Submit the following according to Conditions of Contract.

1. Qualification Data: For Installer
  1. Factory training certificate.
  2. NICET Certification.
  3. NYS Fire/Security System Installation License.
2. Product data sheets for system components highlighted to indicate the specific products, features, or functions required to meet this specification. Alternate or as-equal products submitted under this contract must provide a detailed line-by-line comparison of how the submitted product meets, exceeds, or does not comply with this specification.
3. Indicate the candela ratings and loudness settings for all audible and visual devices planned for installation.
4. Wiring Diagrams: Power, signal, and control wiring. Include diagrams for equipment and for system with all terminals and interconnections identified. Show wiring color code.
5. Shop drawings showing system details including location of FACP, all devices, circuiting and details of graphic annunciator.
6. System power and battery charts with performance graphs and voltage drop calculations to assure that the system will operate in accordance with the prescribed backup time periods and under all voltage conditions per UL and NFPA standards.
7. Record of field tests of system.

## 1.7 FURNISH & INSTALL EXTRA MATERIALS

- A. General: As part of bid price, include labor and materials required to fully install the following equipment. Installation shall be as directed by the Engineer and/or owner during construction. Extra materials not required shall be turned over to the owner at substantial completion.
1. Notification Appliances: Furnish 10 units. Include the cost of turnkey installation as directed in the field.
  2. Detection Devices (Smoke Detectors or Heat detectors): Furnish 10 total units. Include the cost of turnkey installation as directed in the field.

## PART 2 PRODUCTS

### 2.1 MANUFACTURERS

A. Manufacturers: Basis of Design system is Edwards EST4. Subject to compliance with requirements. Or-Equal's not permitted.

1. Wire and Cable:
  1. Comtran Corporation.
  2. Helix/HiTemp Cables, Inc.; a Draka USA Company.
  3. Rockbestos-Suprenant Cable Corporation; a Marmon Group Company.
  4. West Penn Wire/CDT; a division of Cable Design Technologies.
2. Audible and Visual Signals:
  1. Amseco; a division of Kobishi America, Inc.
  2. Commercial Products Group.
  3. Gentex Corporation.
  4. System Sensor; a GE-Honeywell Company.
  5. Wheel lock.

### 2.2 SYSTEM CONFIGURATION

A. System Wiring Configuration:

1. Match existing configurations used throughout the Library.

### 2.3 FACP HEAD END CONTROLLER

- A. Main EST4 FACP existing to remain. Provide expansion as necessary.
- B. Bid Alternate shall include provisions to add one additional EST4 controller within the stacks for additional SLC capacity.

### 2.4 EMERGENCY POWER SUPPLY FOR CONTROL PANELS

- A. General: Components include battery, charger, and an automatic transfer switch.
- B. Battery: Sealed lead-acid or nickel cadmium type. Provide sufficient capacity to operate the complete alarm system in normal or supervisory (non-alarm) mode for a period of 24 hours. Following this period of operation on battery power, the battery shall have sufficient capacity to operate all components of the system, including all alarm notification devices in alarm mode for a period of 15 minutes.

### 2.5 ADDRESSABLE MANUAL PULL STATIONS

- A. Description: Addressable double-action type, red LEXAN, with molded, raised-letter operating instructions of contrasting color. Station will mechanically latch upon operation and remain so until manually reset by opening with a key common with the control units.

## 2.6 ADDRESSABLE SENSOR BASES

- A. Plug-In Arrangement: Sensor and associated electronic components are mounted in a module that connects to a fixed base with a twist-locking plug connection. Base shall provide break-off plastic tab that can be removed to engage the head/base locking mechanism. No special tools shall be required to remove head once it has been locked.
- B. Removal of the detector head shall interrupt the supervisory circuit of the fire alarm detection loop and cause a trouble signal at the control unit.
- C. Each sensor base shall contain an LED that will flash each time it is scanned by the Control Unit (once every 4 seconds). In alarm condition, the sensor base LED shall be on steady.
- D. Each sensor base shall contain a magnetically actuated test switch to provide for easy alarm testing at the sensor location.
- E. Sensors shall include a communication transmitter and receiver in the mounting base having a unique identification and capability for status reporting to the FACP.
- F. Each sensor shall be scanned by the Control Unit for its type identification to prevent inadvertent substitution of another sensor type. Upon detection of a "wrong device", the control unit shall operate with the installed device at the default alarm settings for that sensor; 2.5% obscuration for photoelectric sensor, 135-deg F and 15-deg F rate-of-rise for the heat sensor, but shall indicate a "Wrong Device" trouble condition.
- G. Provide auxiliary relays in base to provide local control of equipment, such as magnetic door holder release signals.
  1. Provide separate 24 volt supply to sensors with auxiliary relays to guarantee that sufficient power will be available to operate relays.

## 2.7 SMOKE DETECTORS

- A. General: Comply with UL 268, "Smoke Detectors for Fire Protective Signaling Systems." Include the following features:
  1. Unless otherwise indicated, detectors shall be analog-addressable type, individually monitored at the FACP for calibration, sensitivity, and alarm condition, and individually adjustable for sensitivity from the FACP.
  2. Factory Nameplate: Serial number and type identification.
  3. Operating Voltage: 24 VDC, nominal.
  4. Self-Restoring: Detectors do not require resetting or readjustment after actuation to restore normal operation.
  5. The sensors electronics shall be immune from nuisance alarms caused by EMI and RFI.

6. Removal of the sensor head for cleaning shall not require the setting of addresses.

B. Type: Smoke sensors shall be of the photoelectric or combination photoelectric / heat type.  
Basis of design is the FSP-851 series.

C. Bases: Relay output, sounder and isolator bases shall be supported alternatives to the standard base. Refer to Contract Drawings for locations of sounder bases.

## 2.8 HEAT SENSORS

A. Fixed temperature type or combination rate of rise and fixed temperature type.

B. Self restoring: Sensors do not require resetting or readjustment after actuation to restore them to normal operation.

C. The sensors electronics shall be immune from false alarms caused by EMI and RFI.

D. Sensor fixed temperature sensing shall be independent of rate-of-rise sensing and programmable to operate at 135-deg F or 155-deg F. Sensor rate-of-rise temperature detection shall be selectable at the FACP for either 15-deg F or 20-deg F per minute.

E. Sensor shall have the capability to be programmed as a utility monitoring device to monitor for temperature extremes in the range from 32-deg F to 155-deg F.

F. Heat Sensors shall be UL listed for 30'x30' coverage (Layout Based On).

G. Fixed Temperature heads for boiler rooms shall be selected/programmed for 200 deg F.

## 2.9 STANDARD ALARM NOTIFICATION APPLIANCES

A. Horn: Piezoelectric type horn shall be listed to UL 464. The horn shall have a minimum sound pressure level of 85 dBA @ 24VDC. The horn shall mount directly to a standard single gang, double gang or 4" square electrical box, without the use of special adapter or trim rings.

B. Visible/Only: Strobe shall be listed to UL 1971. The V/O shall consist of a xenon flash tube and associated lens/reflector system. The V/O enclosure shall mount directly to standard single gang, double gang or 4" square electrical box, without the use of special adapters or trim rings. .

1. Candela outputs (15cd, 30cd, 75cd and 110cd) shall be field selectable thru the use of a DIP switch.

C. Audible/Visible: Combination Audible/Visible (A/V) Notification Appliances shall be listed to UL 1971 and UL 464. The strobe light shall consist of a xenon flash tube and associated lens/reflector system. The audible/visible enclosure shall mount directly to standard single gang, double gang or 4" square electrical box, without the use of special adapters or trim rings.

1. The horn shall have a minimum sound pressure level of 85 dBA @ 24VDC.

2. Candela outputs (15cd, 30cd, 75cd and 110cd) shall be field selectable thru the use of a DIP switch.

D. Notification Appliance Circuit provides synchronization of strobes at a rate of 1Hz and operates horns with a Temporal Code Pattern operation. The circuit shall provide the capability to silence the audible signals, while the strobes continue to flash, over a single pair of wires. The capability to synchronize multiple notification appliance circuits shall be provided.

#### 2.10 NAC POWER EXTENDER PANELS

- A. Provide as required to meet the design intent as proposed by the Contract Drawings.
- B. Propose final locations during the shop drawing phase. Provide a dedicated protective system smoke detector above each panel, in accordance with the latest NFPA 72 requirements.
- C. Two Class A or Class B Notification Appliance Circuits
- D. 6 or 8 Amp Full load output panels
- E. Fully regulated and filtered power output.
- F. Include integral battery charger capable of charging up to 18AH batteries.

#### 2.11 CONTROL RELAYS

- A. Control relays shall be used for door holder, fire/smoke damper, fire alarm unit shutdown and other similar type branch circuits. Contacts shall be 120 volt coil, 2-pole, 20 ampere, industrial quality.

#### 2.12 CONDUIT AND WIRE:

##### A. Conduit:

1. Conduit shall be used in accordance with The National Electrical Code (NEC), local and state requirements. Conduit shall be RED in color, no exceptions.
2. Install wiring in conduit or raceway. Conduit fill shall not exceed 40 percent of interior cross sectional area where three or more cables are contained within a single conduit. Conduit shall be RED in color, no exceptions.
3. Cable must be separated from any open conductors of power, or Class 1 circuits, and shall not be placed in any conduit, junction box or raceway containing these conductors, per NEC Article 760-55.
4. Wiring for 24 volt DC control, alarm notification, emergency communication and similar power-limited auxiliary functions may be run in the same conduit as initiating and signaling line circuits. All circuits shall be provided with transient suppression devices

and the system shall be designed to permit simultaneous operation of all circuits without interference or loss of signals.

5. Conduit shall not enter the fire alarm control panel, or any other remotely mounted control panel equipment or backboxes, except where conduit entry is specified by the FACP manufacturer.
6. Conduit shall be 3/4-inch minimum.

B. Wire:

1. All fire alarm system wiring shall be new.
2. Wiring shall be in accordance with local, state and national codes (e.g., NEC Article 760) and as recommended by the manufacturer of the fire alarm system. Number and size of conductors shall be as recommended by the fire alarm system manufacturer, but not less than 18 AWG (1.02 mm) for Initiating Device Circuits and Signaling Line Circuits, and 14 AWG (1.63 mm) for Notification Appliance Circuits.
3. All wire and cable shall be listed and/or approved by a recognized testing agency for use with a protective signaling system.
4. Wire and cable not installed in conduit shall have a fire resistance rating suitable for the installation as indicated in NFPA 70 (e.g., FPLR).
5. Wiring used for the multiplex communication circuit (SLC) shall be twisted and unshielded and support a minimum wiring distance of 12,500 feet. The design of the system shall permit use of IDC and NAC wiring in the same conduit with the SLC communication circuit.
6. All field wiring shall be electrically supervised for open circuit and ground fault.
7. The fire alarm control panel shall be capable of t-tapping Class B (NFPA Style 4) Signaling Line Circuits (SLCs). Systems that do not allow or have restrictions in, for example, the amount of t-taps, length of t-taps etc., are not acceptable.

C. Terminal Boxes, Junction Boxes and Cabinets:

1. All boxes and cabinets shall be UL listed for their use and purpose.

D. Initiating circuits shall be arranged to serve like categories (manual, smoke, waterflow). Mixed category circuitry shall not be permitted except on signaling line circuits connected to intelligent reporting devices.

### PART 3 EXECUTION

#### 3.1 INSTALLATION, GENERAL

- A. Install system components and all associated devices in accordance with applicable NFPA Standards and manufacturer's recommendations.
- B. Installation personnel shall be supervised by persons who are qualified and experienced in the installation, inspection, and testing of fire alarm systems. Examples of qualified personnel shall include, but not be limited to, the following:
  - 1. Factory trained and certified personnel.
  - 2. National Institute of Certification in Engineering Technologies (NICET) fire alarm level II certified personnel.
  - 3. Personnel licensed or certified by state or local authority.

#### 3.2 EQUIPMENT INSTALLATION

- A. Install manual station with operating handle 48 inches (1.22 m) above floor. Install wall mounted audible and visual notification appliances not less than 80 inches (2.03 m) above floor to bottom of lens and not greater than 96 inches (2.44 m) above floor to bottom of lens.
- B. Mount outlet box for electric door holder to withstand 80 pounds pulling force.
- C. Automatic Detector Installation: Conform to NFPA 72.

#### 3.3 WIRING INSTALLATION

- A. System Wiring: Wire and cable shall be a type listed for its intended use by an approval agency acceptable to the Authority Having Jurisdiction and shall be installed in accordance with the appropriate articles from the current approved edition of NFPA 70 and NFPA 72.
- B. Contractor shall obtain from the Fire Alarm System Manufacturer written instruction regarding the appropriate wire/cable to be used for this installation. No deviation from the written instruction shall be made by the Contractor without the prior written approval of the Fire Alarm System Manufacturer.
- C. Color Coding: Color-code fire alarm conductors differently from the normal building power wiring. Use one color code for alarm initiating device circuits wiring and a different color code for supervisory circuits. Color-code notification appliance circuits differently from alarm-initiating circuits. Paint fire alarm system junction boxes and covers red.
- D. Make all fire alarm wiring continuous from terminal to terminal or from terminal to device pigtail lead.
  - 1. Circuit splices not permitted.

2. Wiring joints, only when required at device pigtail leads shall utilize Scotchlok insulate conical spring connectors (or equal).

E. Mount end-of-line device in a separate box adjacent to last device for Class "B" supervision.

### 3.4 BATTERIES:

- A. The battery shall have sufficient capacity to power the fire alarm system for not less than twenty-four hours plus 5 minutes of alarm upon a normal AC power failure.
- B. The batteries are to be completely maintenance free. No liquids are required. Fluid level checks for refilling, spills, and leakage shall not be required.
- C. If necessary to meet standby requirements, external battery and charger systems may be used.

### 3.5 FIELD QUALITY CONTROL

- A. Manufacturer's Field Services: Provide services of a factory-authorized service representative to supervise the field assembly and connection of components and the pre testing, testing, and adjustment of the system.
- B. Service personnel shall be qualified and experienced in the inspection, testing, and maintenance of fire alarm systems. Examples of qualified personnel shall be permitted to include, but shall not be limited to, individuals with the following qualifications:
  1. Factory trained and certified.
  2. National Institute for Certification in Engineering Technologies (NICET) fire alarm certified.
- C. Determine, through pre testing, the conformance of the system to the requirements of the Drawings and Specifications. Correct deficiencies observed in pre testing. Replace malfunctioning
- D. Inspection:
  1. Inspect equipment installation, interconnection with system devices, mounting locations, and mounting methods.
  2. Verify that units and controls are properly installed, connected, and labeled and that interconnecting wires and terminals are identified.
- E. Acceptance Operational Tests:
  1. Perform operational system tests to verify conformance with specifications:
    1. Each alarm initiating device installed shall be operationally tested. Each device shall be tested for alarm and trouble conditions. Contractor shall submit a written certification that the Fire Alarm System installation is complete including all



- punch-list items. Test battery operated emergency power supply. Test emergency power supply to minimum durations specified. Test Supervising Station Signal Transmitter. Coordinate testing with Supervising Station monitoring firm/entity.
2. Test each Notification Appliance installed for proper operation. Submit written report indicating sound pressure levels at specified distances.
  3. Test Fire Alarm Control Panel and Remote Annunciator.
2. Provide minimum 10 days notice of acceptance test performance schedule to Owner, and local Authority Having Jurisdiction.
- F. Retesting: Correct deficiencies indicated by tests and completely retest work affected by such deficiencies. Verify by the system test that the total system meets the Specifications and complies with applicable standards.
- G. Report of Tests and Inspections: Provide a written record of inspections, tests, and detailed test results in the form of a test log. Use NFPA 72 Forms for documentation.
- H. Final Test, Record of Completion, and Certificate of Occupancy:
1. Test the system as required by the Authority Having Jurisdiction in order to obtain a certificate of occupancy. Provide completed NFPA 72 Record of Completion form to Owner and AHJ.

### 3.6 CLEANING AND ADJUSTING

- A. Cleaning: Remove paint splatters and other spots, dirt, and debris. Clean unit internally using methods and materials recommended by manufacturer.

END OF SECTION



## SECTION 321313 - CONCRETE PAVING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes Concrete Paving. Including the Following:
  - 1. Walks.
- B. Related Requirements:
  - 1. Section 072900 "Joint Sealants" for sealant joint material to be used at concrete joints.

#### 1.3 DEFINITIONS

- A. Cementitious Materials: Portland cement alone or in combination with one or more of blended hydraulic cement, fly ash, slag cement, and other pozzolans.
- B. W/C Ratio: The ratio by weight of water to cementitious materials.

#### 1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

#### 1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product and manufactured material indicated.
- B. Samples for Initial Selection: For each type of product, ingredient, admixture, or exposed finish requiring color selection.
- C. Design Mixtures: For each concrete paving mixture. Include alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified ready-mix concrete manufacturer and testing agency.
- B. Material Certificates: For the following, from manufacturer:
  - 1. Cementitious materials.
  - 2. Steel reinforcement and reinforcement accessories.
  - 3. Admixtures.
  - 4. Curing compounds.
  - 5. Applied finish materials.
  - 6. Bonding agent or epoxy adhesive.
  - 7. Joint fillers.
- C. Material Test Reports: For each of the following:
  - 1. Aggregates: Include service-record data indicating absence of deleterious expansion of concrete due to alkali-aggregate reactivity.
- D. Field quality-control reports.
- E. Minutes of preinstallation conference.

1.7 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For tactile warning surfacing, to include in maintenance manuals.

1.8 QUALITY ASSURANCE

- A. Ready-Mix-Concrete Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.
  - 1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities" (Quality Control Manual - Section 3, "Plant Certification Checklist").
- B. Testing Agency Qualifications: Qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.
  - 1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-1 or an equivalent certification program.

## 1.9 FIELD CONDITIONS

- A. Traffic Control: Maintain access for vehicular and pedestrian traffic as required for other construction activities.
- B. Cold-Weather Concrete Placement: Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing, or low temperatures. Comply with ACI 306.1 and the following:
  - 1. When air temperature has fallen to or is expected to fall below 40 deg F, uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F and not more than 80 deg F at point of placement.
  - 2. Do not use frozen materials or materials containing ice or snow.
  - 3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in design mixtures.
  - 4. Do not build detectable warnings on frozen subgrade or setting beds
  - 5. Remove and replace detectable warning unit paver work damaged by frost or freezing.
- C. Hot-Weather Concrete Placement: Comply with ACI 301 and as follows when hot-weather conditions exist:
  - 1. Cool ingredients before mixing to maintain concrete temperature below 90 deg F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated in total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
  - 2. Cover steel reinforcement with water-soaked burlap, so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
  - 3. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.
- D. Weather Limitations for Adhesive Application:
  - 1. Apply adhesive only when ambient temperature is above 50 deg F and when temperature has not been below 35 deg F for 12 hours immediately before application. Do not apply when substrate is wet or contains excess moisture.

## PART 2 - PRODUCTS

### 2.1 CONCRETE, GENERAL

- A. ACI Publications: Comply with ACI 301 unless otherwise indicated.

## 2.2 FORMS

- A. Form Materials: Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, and smooth exposed surfaces.
  - 1. Use flexible or uniformly curved forms for curves with a radius of 100 feet or less. Do not use notched and bent forms.
- B. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and that will not impair subsequent treatments of concrete surfaces.

## 2.3 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60; deformed.
- B. Plain-Steel Welded-Wire Reinforcement: ASTM A 1064/A 1064M, plain, fabricated from as-drawn steel wire into flat sheets.
- C. Joint Dowel Bars: ASTM A 615/A 615M, Grade 60 plain-steel bars. Cut bars true to length with ends square and free of burrs.
- D. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars, welded-wire reinforcement, and dowels in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete of greater compressive strength than concrete specified, and as follows:
  - 1. Equip wire bar supports with sand plates or horizontal runners where base material will not support chair legs.
  - 2. For epoxy-coated reinforcement, use epoxy-coated or other dielectric-polymer-coated wire bar supports.

## 2.4 CONCRETE MATERIALS

- A. Cementitious Materials: Use the following cementitious materials, of same type, brand, and source throughout Project:
  - 1. Portland Cement: ASTM C 150/C 150M, grey portland cement Type III.
  - 2. Fly Ash: ASTM C 618, Class C or Class F.
- B. Normal-Weight Aggregates: ASTM C 33/C 33M, Class 4S, uniformly graded. Provide aggregates from a single source.
  - 1. Maximum Coarse-Aggregate Size: 1 inch nominal.
  - 2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
  - 3. Do not use fine or coarse aggregates containing substances that cause spalling.

- C. Calcium Chloride: Not permitted.
- D. Air-Entraining Admixture: ASTM C 260/C 260M.
- E. Chemical Admixtures: Admixtures certified by manufacturer to be compatible with other admixtures and to contain not more than 0.1 percent water-soluble chloride ions by mass of cementitious material.
  - 1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
  - 2. Retarding Admixture: ASTM C 494/C 494M, Type B.
  - 3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
  - 4. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
  - 5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
  - 6. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.
- F. Water: Potable and complying with ASTM C 94/C 94M.
- G. Integral Water-Repellent Admixture: Permeability-reducing admixture capable of reducing water absorption of concrete exposed to hydrostatic pressure (PRAH) as defined in ACI 212.3R-10.
  - 1. Composition: Prepackaged, proprietary blend of Portland cement, specialty treated sand, and active chemicals in powder form, or an equivalent mixture in liquid form, that when added to the concrete mixture, reacts chemically to develop insoluble, self-healing crystalline growth throughout the capillary structure, producing a permanent impervious, dense, waterproof concrete.
  - 2. Concrete Permeability: Minimum 90 percent reduction in permeability compared to the same concrete mixture that does not contain the PRAH when tested in accordance with COE CRD-C 48.
  - 3. Resistance to Water Pressure: No leakage at 200 psi when tested in accordance with COE CRD-C 48.
  - 4. Crack Sealing: Self-seals cracks up to 1/64-inch wide.
  - 5. Accessories: Provide all certifications, supplemental labor, products, field instruction and supervision recommended by the water-repellant admixture manufacturer for the intended application to achieve the specified warranty.

## 2.5 CURING MATERIALS

- A. Water: Potable.
- B. Evaporation Retarder: Waterborne, monomolecular, film forming, manufactured for application to fresh concrete.
- C. Clear, Waterborne, Membrane-Forming, Curing and Sealing Compound: ASTM C1315, Type 1, Class A.

## 2.6 RELATED MATERIALS

- A. Joint Fillers: ASTM D 1751/D 1752 recycled rubber in preformed strips.
- B. Bonding Agent: ASTM C 1059/C 1059M, Type II, non-redispersible, acrylic emulsion or styrene butadiene.
- C. Epoxy-Bonding Adhesive: ASTM C 881/C 881M, two-component epoxy resin capable of humid curing and bonding to damp surfaces; of class suitable for application temperature, of grade complying with requirements, and of the following types:
  - 1. Types IV and V, load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.

## 2.7 CONCRETE MIXTURES

- A. Prepare design mixtures, proportioned according to ACI 301, for each type and strength of normal-weight concrete, and as determined by either laboratory trial mixtures or field experience.
  - 1. Use a qualified independent testing agency for preparing and reporting proposed concrete design mixtures for the trial batch method.
  - 2. When automatic machine placement is used, determine design mixtures and obtain laboratory test results that comply with or exceed requirements.
- B. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:
  - 1. Fly Ash or Pozzolan: 10 percent.
- C. Add air-entraining admixture at manufacturer's prescribed rate to result in normal-weight concrete at point of placement having an air content as follows:
  - 1. Air Content: 6 percent plus or minus 1-1/2 percent for 1-inch nominal maximum aggregate size.
- D. Limit water-soluble, chloride-ion content in hardened concrete to 0.15 percent by weight of cement.
- E. Chemical Admixtures: Use admixtures according to manufacturer's written instructions.
  - 1. Use water-reducing admixture, high-range, water-reducing admixture, high-range, water-reducing and retarding admixture, or plasticizing and retarding admixture in concrete as required for placement and workability.
  - 2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
  - 3. Use water-reducing admixture in concrete with a w/cm below 0.50.



- F. Concrete Mixtures: Normal-weight concrete.
  - 1. Compressive Strength (28 Days): 5000 psi.
  - 2. Maximum W/C Ratio at Point of Placement: 0.40.
  - 3. Slump Limit: 4 inches, plus or minus 1 inch.

## 2.8 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M. Furnish batch certificates for each batch discharged and used in the Work.
  - 1. When air temperature is between 85 and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine exposed subgrades and subbase surfaces for compliance with requirements for dimensional, grading, and elevation tolerances.
- B. Verify that pavement is in suitable condition to begin installation according to manufacturer's written instructions.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Remove loose material from compacted subbase surface immediately before placing concrete.

### 3.3 EDGE FORMS AND SCREED CONSTRUCTION

- A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.
- B. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

### 3.4 STEEL REINFORCEMENT INSTALLATION

- A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.
- C. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.
- D. Install welded-wire reinforcement in lengths as long 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.

### 3.5 JOINTS

- A. General: Form construction, isolation, and contraction joints and tool edges true to line, with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline unless otherwise indicated.
  - 1. When joining existing paving, place transverse joints to align with previously placed joints unless otherwise indicated.
- B. Construction Joints: Set construction joints at side and end terminations of paving and at locations where paving operations are stopped for more than one-half hour unless paving terminates at isolation joints.
  - 1. Continue steel reinforcement across construction joints unless otherwise indicated. Do not continue reinforcement through sides of paving strips unless otherwise indicated.
  - 2. Provide tie bars at sides of paving strips where indicated.
  - 3. Doweled Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or coat with asphalt one-half of dowel length to prevent concrete bonding to one side of joint.
- C. Isolation Joints: Form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, other fixed objects, and where indicated.
  - 1. Locate expansion joints at intervals of 75 Feet unless otherwise indicated.
  - 2. Extend joint fillers full width and depth of joint.
  - 3. Terminate joint filler not less than 1/2 inch or more than 1 inch below finished surface if joint sealant is indicated.
  - 4. Place top of joint filler flush with finished concrete surface if joint sealant is not indicated.
  - 5. Furnish joint fillers in one-piece lengths. Where more than one length is required, lace or clip joint-filler sections together.
  - 6. During concrete placement, protect top edge of joint filler with metal, plastic, or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of joint.

- D. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of the concrete thickness, as follows, to match jointing of existing adjacent concrete paving:
1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint with grooving tool to a 1/4-inch radius. Repeat grooving of contraction joints after applying surface finishes. Eliminate grooving-tool marks on concrete surfaces.
    - a. Tolerance: Ensure that grooved joints are within 3 inches either way from centers of dowels.
  2. Doweled Contraction Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or coat with asphalt one-half of dowel length to prevent concrete bonding to one side of joint.
- E. Edging: After initial floating, tool edges of paving, gutters, curbs, and joints in concrete with an edging tool to a 1/4-inch radius. Repeat tooling of edges after applying surface finishes. Eliminate edging-tool marks on concrete surfaces.

### 3.6 CONCRETE PLACEMENT

- A. Before placing concrete, inspect and complete formwork installation, steel reinforcement, and items to be embedded or cast-in. Notify other trades to permit installation of their work.
- B. Remove snow, ice, or frost from subbase surface and steel reinforcement before placing concrete. Do not place concrete on frozen surfaces.
- C. Moisten subbase to provide a uniform dampened condition at time concrete is placed. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.
- D. Comply with ACI 301 requirements for measuring, mixing, transporting, and placing concrete.
- E. Do not add water to concrete during delivery or at Project site. Do not add water to fresh concrete after testing.
- F. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.
- G. Consolidate concrete according to ACI 301 by mechanical vibrating equipment supplemented by hand spading, rodding, or tamping.
  1. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square-faced shovels for hand spreading and consolidation. Consolidate with care to prevent dislocating reinforcement dowels and joint devices.

- H. Place concrete in two operations; strike off initial pour for entire width of placement and to the required depth below finish surface. Lay welded wire fabric or fabricated bar mats immediately in final position. Place top layer of concrete, strike off, and screed.
  - 1. Remove and replace concrete that has been placed for more than 15 minutes without being covered by top layer, or use bonding agent if approved by Architect.
- I. Screed paving surface with a straightedge and strike off.
- J. Commence initial floating using bull floats or darbies to impart an open-textured and uniform surface plane before excess moisture or bleedwater appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.

### 3.7 FLOAT FINISHING

- A. General: Do not add water to concrete surfaces during finishing operations.
- B. Float Finish: Begin the second floating operation when bleedwater sheen has disappeared and concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform granular texture.
  - 1. Medium-to-Fine-Textured Broom Finish: Draw a soft-bristle broom across float-finished concrete surface, perpendicular to line of traffic, to provide a uniform, fine-line texture.

### 3.8 CONCRETE PROTECTION AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
- B. Comply with ACI 306.1 for cold-weather protection.
- C. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete but before float finishing.
- D. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.
- E. Curing Methods: Cure concrete by curing compound as follows:
  - 1. Curing and Sealing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy

rainfall within three hours after initial application. Repeat process 24 hours later, and apply a second coat. Maintain continuity of coating, and repair damage during curing period.

### 3.9 PAVING TOLERANCES

#### A. Comply with tolerances in ACI 117 and as follows:

1. Elevation: 3/4 inch.
2. Thickness: Plus 3/8 inch, minus 1/4 inch.
3. Surface: Gap below 10-feet-long; unlevelled straightedge not to exceed 1/2 inch.
4. Alignment of Tie-Bar End Relative to Line Perpendicular to Paving Edge: 1/2 inch per 12 inches of tie bar.
5. Lateral Alignment and Spacing of Dowels: 1 inch.
6. Vertical Alignment of Dowels: 1/4 inch.
7. Alignment of Dowel-Bar End Relative to Line Perpendicular to Paving Edge: 1/4 inch per 12 inches of dowel.
8. Joint Spacing: 3 inches.
9. Contraction Joint Depth: Plus 1/4 inch, no minus.
10. Joint Width: Plus 1/8 inch, no minus.

### 3.10 FIELD QUALITY CONTROL

#### A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.

#### B. Testing Services: Testing and inspecting of composite samples of fresh concrete obtained according to ASTM C 172/C 172M shall be performed according to the following requirements:

1. Testing Frequency: Obtain at least one composite sample for each 50 Cu.yd. or fraction thereof of each concrete mixture placed each day.
  - a. When frequency of testing will provide fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
2. Slump: ASTM C 143/C 143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
3. Air Content: ASTM C 231/C 231M, pressure method; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
4. Concrete Temperature: ASTM C 1064/C 1064M; one test hourly when air temperature is 40 deg F and below and when it is 80 deg F and above, and one test for each composite sample.
5. Compression Test Specimens: ASTM C 31/C 31M; cast and laboratory cure one set of four standard cylinder specimens for each composite sample.
6. Compressive-Strength Tests: ASTM C 39/C 39M; test one specimen at seven days and two specimens at 28 days and one specimen at 56 days.

- a. A compressive-strength test shall be the average compressive strength from two specimens obtained from same composite sample and tested at 28 days.
- C. Strength of each concrete mixture will be satisfactory if average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.
- D. Test results shall be reported in writing to Architect, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
- E. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Architect but will not be used as sole basis for approval or rejection of concrete.
- F. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect.
- G. Concrete paving will be considered defective if it does not pass tests and inspections.
- H. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
- I. Prepare test and inspection reports.

### 3.11 REPAIR AND PROTECTION

- A. Remove and replace concrete paving that is broken, damaged, or defective or that does not comply with requirements in this Section. Remove work in complete sections from joint to joint unless otherwise approved by Architect.
- B. Drill test cores, where directed by Architect, when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory paving areas with portland cement concrete bonded to paving with epoxy adhesive.
- C. Protect concrete paving from damage. Exclude traffic from paving for at least 3 days after placement. When construction traffic is permitted, maintain paving as clean as possible by removing surface stains and spillage of materials as they occur.
- D. Maintain concrete paving free of stains, discoloration, dirt, and other foreign material. Sweep paving not more than two days before date scheduled for Substantial Completion inspections.

END OF SECTION 321313

**APPENDIX "F"**  
**CONTRACT REFERENCE DOCUMENTS**

Exhibit 1 – ACM Report, dated July 31, 2023







Transmitted via Email: [rradwan@trautmanassoc.com](mailto:rradwan@trautmanassoc.com)

December 21, 2023

Mr. Robert Radwan  
Trautman Associates  
37 Franklin Street, Suite 100  
Buffalo, New York

**RE: Replace Penthouse Doors/Emergency Egress Systems Project - Buffalo & Erie County Public Library  
1 Lafayette Square, Buffalo, New York  
Survey for Asbestos-Containing Materials, Lead Based-Paint & PCBs in Caulk**

Dear Mr. Radwan:

Watts Architecture & Engineering (Watts) was retained by Trautman Associates (Trautman) to perform a pre-renovation survey for asbestos-containing materials (ACM), lead-based paint (LBP) and polychlorinated biphenyls (PCBs) in caulks for the Replace Penthouse Doors/Emergency Egress Systems project at the Buffalo & Erie County Public Library located at 1 Lafayette Square in Buffalo, New York. The purpose of the survey was to determine the presence of lead-based paint, as well as the presence, location, and quantity of ACM and PCBs in caulk throughout the project limits that may be disturbed during the proposed penthouse door replacement/emergency egress systems project.

Field survey activities were conducted on October 6 and 27, 2020 and on August 23, 2023 and included the following:

- A review of the proposed work areas, based on discussions with Trautman and Erie County representatives.
- A visual site inspection of the project areas to identify suspect ACM and PCB caulks within the project limits.
- Collection of bulk samples from each suspect material identified within the project work area for laboratory analysis for asbestos and/or PCBs, as appropriate.
- Performing X-Ray Fluorescence (XRF) readings to detect the presence of lead-based paint on suspect surfaces.
- Documentation of bulk sample locations on chain-of-custody forms.
- Photographs.



### **ASBESTOS-CONTAINING MATERIALS (ACM)**

The inspection included the collection and analysis of a total of twenty-one (21) bulk samples to represent all identified suspect ACM. ACM is defined as any material containing more than one percent of asbestos. Based on the laboratory analysis and visual observations, **the following ACMs were identified within the project limits:**

- Window glazing compound associated with the side light window on the southeast egress door (approximately 15 linear feet/0.6 square feet of window glazing compound). The window glazing compound is non-friable and in fair condition.

### **NON-ASBESTOS-CONTAINING MATERIALS (NON-ACM)**

The following materials have been tested by Watts as part of this investigation and determined to be non-ACM:

- Ceramic wall tile grout and mudset in stairwells
- Black door caulk associated with West Building egress door
- White door caulk associated with East Building north and south egress doors
- Grey door caulk associated with East Building employee entrance door
- Ceiling Plaster at stairwell doors
- Aluminizer paint on roof\*

\*This material does not exceed the threshold of greater than 1% asbestos which would classify the material as ACM, however a trace amount of asbestos does exist in this material.

The following table identifies the samples that were collected, the sample descriptions and the laboratory results.

Mr. Robert Radwan

Replace Penthouse Doors/Emergency Egress Systems Project

Buffalo & Erie County Public Library - 1 Lafayette Square, Buffalo, New York

Survey for Asbestos-Containing Materials, Lead-Based Paint and PCBs in Caulk

Material Description	Sample Location	Type	Sample Number	Results (% Asbestos)		ACM
				PLM	TEM	Y/N
Wall Tile Grout	West Stairwell Doors	M	20142-01	NAD	NA	N
	East Stairwell Doors		20142-02	NAD	NA	
Will Tile Mudset	East Stairwell Doors	M	20142-03	NAD	NA	N
	East Stairwell Doors		20142-04	NAD	NA	
White Door Caulk	West Stairwell Doors	M	20142-05	NAD	NAD	N
	West Man Door		20142-06	NAD	NAD	
	East Building NE Egress Door		20165-03	NAD	NAD	
	East Building SE Egress Door		20165-04	NAD	NAD	
Black Door Caulk	East Stairwell Doors	M	20142-07	NAD	NAD	N
	East Stairwell Doors		20142-08	NAD	NAD	
	West Building Egress Door		20165-01	NAD	NAD	
	West Building Egress Door		20165-02	NAD	NAD	
Ceiling Plaster	East Stairwell Doors	S	20142-09	NAD	NA	N
	East Stairwell Doors		20142-10	NAD	NA	
	East Stairwell Doors		20142-11	NAD	NA	
Aluminizer Paint on Roof*	Outside West Penthouse	M	20142-12	NAD	NAD	N
	Outside East Penthouse		20142-13	NAD	Trace Chrysotile	
Gray Door Caulk	East Building Employee Entrance Door	M	20165-05	NAD	NAD	N
			20165-06	NAD	NAD	
Window Glazing Compound	East Building SE Egress Door	M	20165-07	1.4% Chrysotile	NAD	Y
	East Building SE Egress Door		20165-08	1.7% Chrysotile	NAD	

NAD = No Asbestos Detected  
M = Miscellaneous Material

NA = Not Analyzed  
S = Surfacing

Mr. Robert Radwan  
Replace Penthouse Doors/Emergency Egress Systems Project  
Buffalo & Erie County Public Library - 1 Lafayette Square, Buffalo, New York  
Survey for Asbestos-Containing Materials, Lead-Based Paint and PCBs in Caulk

Samples were delivered with the proper chain-of-custody forms to a New York State accredited laboratory that is a participant in the Environmental Laboratory Approval Program (ELAP) and National Voluntary Laboratory Approval Program (NVLAP). All materials, except non-friable organically bound (NOB) materials, were analyzed using Polarized Light Microscopy (PLM) using Method 198.1. NOBs, which include, but are not limited to, flooring materials, mastics, and caulks underwent gravimetric reduction and were analyzed by Polarized Light Microscopy (PLM) Method 198.6. Any NOB materials that were found to be negative under PLM were then analyzed by Transmission Electron Microscopy (TEM) Method 198.4. The New York State Department of Health (NYSDOH) protocol requires analysis by TEM if the PLM analysis does not confirm the presence of asbestos.

### **LEAD-BASED PAINT**

A field survey for lead-based paint was conducted using a portable X-Ray Fluorescence Analyzer (XRF). The XRF field survey was conducted to evaluate for the presence of lead-based paint (LBP) on building surfaces that may be impacted by the proposed project.

The LBP survey was performed using the Department of Housing and Urban Development (HUD) protocol. Certain aspects of the HUD guidelines are typically applied to public and commercial buildings, most commonly the levels used to establish LBP. HUD defines LBP, when analyzed by a portable XRF, as paint that contains lead at 1.0 milligram per square centimeter (1.0 mg/cm<sup>2</sup>) or greater. When paint chips are analyzed by Atomic Absorption Spectroscopy (AAS), HUD defines LBP as paint containing 0.5 percent or greater (>0.5%) lead by weight.

The following surfaces were tested and were determined to be lead-based paint:

- **Grey metal door slabs and door frames**

Mr. Robert Radwan

Replace Penthouse Doors/Emergency Egress Systems Project

Buffalo & Erie County Public Library - 1 Lafayette Square, Buffalo, New York

Survey for Asbestos-Containing Materials, Lead-Based Paint and PCBs in Caulk

XRF READINGS								
REPLACE PENTHOUSE DOORS/EMERGENCY EGRESS SYSTEMS PROJECT								
BUFFALO & ERIE COUNTY CENTRAL LIBRARY								
Testing Date: August 23, 2023							Viken Serial No. 2900	
Reading	Room or Area	Side	Component	Substrate	Color	Condition	Floor	Results (mg/cm <sup>2</sup> )
1	Calibration							1.1
2	Calibration							1
3	Calibration							1
4	Calibration Blank							0
5	Calibration Blank							0.1
6	Calibration Blank							0
7	Tier A	South	Door Slab	Metal	Grey	Intact	A	0.9
8	Tier A	South	Door Frame	Metal	Grey	Intact	A	1.3
9	Tier A	South	Wall	Plaster	Tan	Intact	A	0.2
10	Tier A	South	Glazed Block Wall	Ceramic	Tan	Intact	A	0
11	Tier A	South	Floor	Composite	Tan	Intact	A	0.9
12	Tier A	South	Covebase	Metal	Beige	Intact	A	0.6
13	Tier A	North	Door Frame	Metal	Grey	Intact	A	1.1
14	Tier A	North	Door Slab	Metal	Grey	Intact	A	1.3
15	Tier A	North	Wall	Plaster	Tan	Intact	A	0.2
16	Tier A	North	Covebase	Metal	Beige	Intact	A	0.6
17	Tier A	North	Ceramic Wall Tile	Ceramic	Light Blue	Intact	A	0
18	Tier B	South	Ceramic Wall Tile	Ceramic	Salmon	Intact	B	0.1
19	Tier B	South	Glazed Block Wall	Ceramic	Tan	Intact	B	0.2

20	Tier B	South	Wall	Plaster	Salmon	Intact	B	0.2
21	Staff Lounge	South	Door Frame	Metal	White	Intact	Second	0.2
22	Staff Lounge	South	Door Frame	Metal	White	Intact	Second	0.1
23	Staff Lounge	South	Wall	Wood	White	Intact	Second	0
24	Staff Lounge	South	Covebase	Metal	Black	Intact	Second	0.3
25	Calibration							1.0
26	Calibration							1.1
27	Calibration							1.1
28	Calibration Blank							0.1
29	Calibration Blank							0.1
30	Calibration Blank							0.1

**Bold** Indicates results equal to or greater than 1.0 mg/cm<sup>2</sup>

### **POLYCHLORINATED BIPHENYLS (PCBS) IN CAULKS/SEALANTS**

It was requested that Watts investigate the caulk and sealants within the project limits to determine if polychlorinated biphenyls (PCBs) were present in these materials. Samples were collected from representative locations identified by Watts based on visual observations made at the time of the site visits.

The purpose of the laboratory testing was to determine if the materials contained PCBs and subsequent proper handling and disposal procedures that will be required if they are disturbed. A total of five (5) samples were collected from caulks/sealants within the project limits. The samples were analyzed by Schneider Laboratories Global of Richmond, Virginia. Schneider Laboratories Global is a New York State Department of Health (NYSDOH) approved laboratory. The samples were analyzed using USEPA SW-846 Method 8082A, PCBs.

The Environmental Protection Agency (EPA) regulates PCBs and considers any debris generated from construction materials manufactured with PCBs derived from building renovation projects with a concentration of greater than 50 parts per million (ppm) as PCB bulk product waste. The Toxic Substances Control Act (TSCA) regulations (40 CFR Part 761) prescribe requirements for the proper management of PCB materials, including their handling and disposal. PCB bulk product waste at concentrations  $\geq 50$  ppm must follow specific storage, transport and disposal requirements.

Mr. Robert Radwan  
Replace Penthouse Doors/Emergency Egress Systems Project  
Buffalo & Erie County Public Library - 1 Lafayette Square, Buffalo, New York  
Survey for Asbestos-Containing Materials, Lead-Based Paint and PCBs in Caulk

**PCBs were identified above the regulatory threshold in the following building materials:**

- White door caulk associated with the exterior doors of the West Penthouse scheduled for replacement (approximately 50 linear feet/1.0 square foot of door caulk associated with the 2 doors scheduled for removal).
- Black door caulk associated with the exterior doors of the East Penthouse scheduled for replacement (approximately 50 linear feet/1.0 square foot of door caulk associated with the 2 doors scheduled for removal).

Based on the concentrations of PCBs, special handling and/or disposal requirements, in regard to PCBs, will be required for any of these materials.

The photographs, laboratory analytical data, chain of custody forms (COC), laboratory accreditations, and Watts' license and personnel certifications are attached. Should you have any questions or need additional information, please contact me at (716) 206-5130.

Sincerely,

**WATTS ARCHITECTS & ENGINEERS**



Ted Gorenflo  
Environmental Consultant  
Attachments





Photo 1: Photograph of white door caulk associated with the West Penthouse doors. The caulk was determined to be PCB-containing.



Photo 2: Photograph of black door caulk associated with the East Penthouse doors. The caulk was determined to be PCB-containing.


<p>WATTS ARCHITECTS &amp; ENGINEERS 95 Perry Street Buffalo, NY 13203 Ph:716.206.5100 Fax: 716.206.5199</p>	<p><b>PRE-RENOVATION SURVEY FOR ASBESTOS CONTAINING MATERIALS, LEAD-BASED PAINT AND PCBs IN CAULKS</b></p>	<p><b>PROJECT PHOTOGRAPHS</b></p>	
<p>Prepared By: TG</p>	<p><b>BUFFALO &amp; ERIE COUNTY PUBLIC LIBRARY REPLACE PENTHOUSE WINDOWS/EMERGENCY EGRESS SYSTEMS 1 LAFAYETTE SQUARE BUFFALO, NEW YORK</b></p>		<p><b>1</b></p> <p>Page No.</p>
		<p>Project #20165 Dec. 2023</p>	



Photo 3: Photograph of the ceramic wall tile in East Penthouse stairwell. The grout and mudset were determine to be non-ACM.

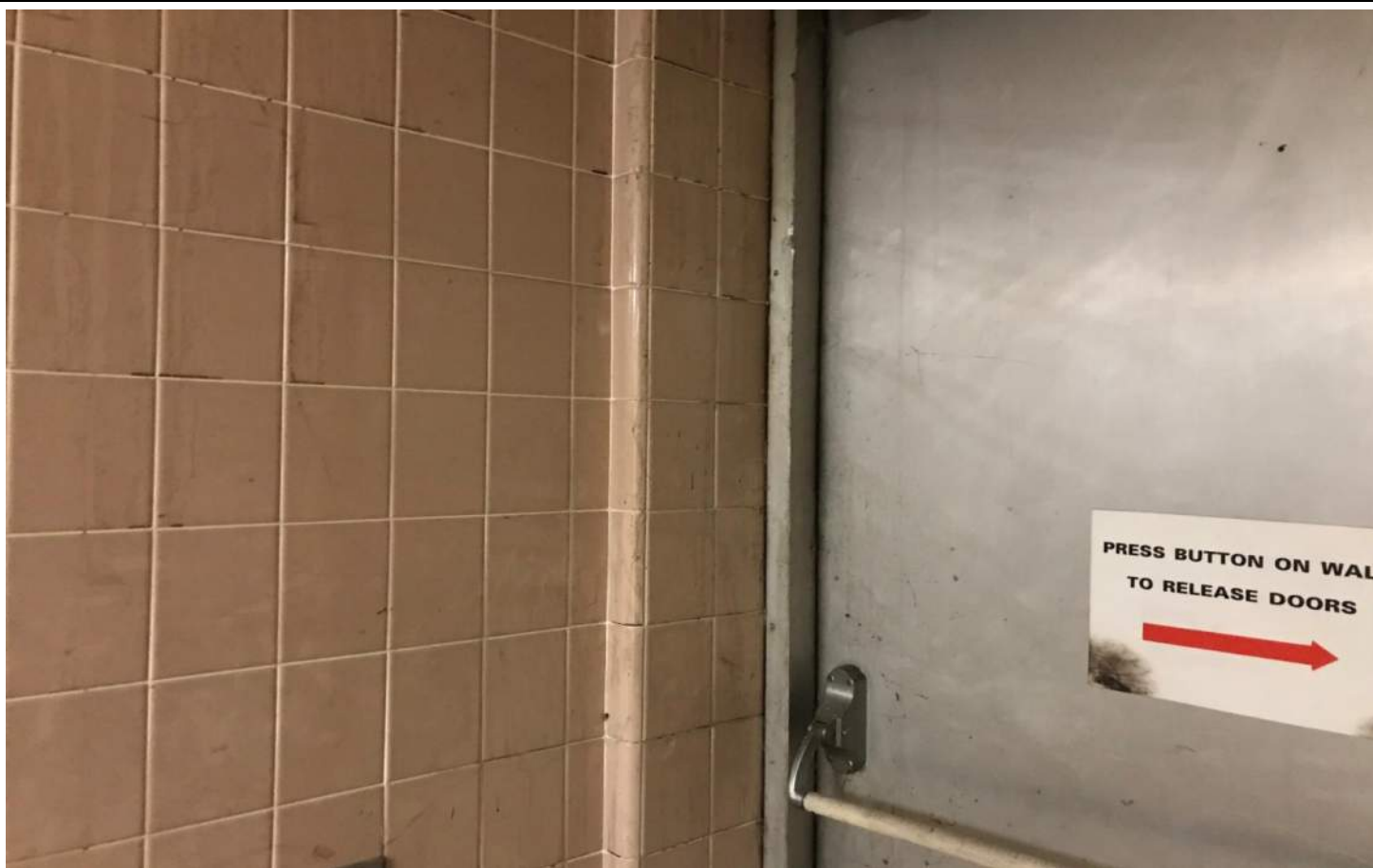


Photo 4: Photograph of the ceramic wall tile in West Penthouse stairwell. The grout and mudset were determine to be non-ACM.


<p>WATTS ARCHITECTS &amp; ENGINEERS 95 Perry Street Buffalo, NY 13203 Ph:716.206.5100 Fax: 716.206.5199</p>	<p><b>PRE-RENOVATION SURVEY FOR ASBESTOS CONTAINING MATERIALS, LEAD- BASED PAINT AND PCBS IN CAULKS</b></p>	<p><b>PROJECT PHOTOGRAPHS</b></p>	
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		<p>Project #20165 Dec. 2023</p>	






Photo 5: Photograph of the elevator lobby doors on floor Tier A. Grey metal door slabs and frames were found to be coated in lead-based paint on the Tier Floors.



Photo 6: Photograph of the non-suspect fiberglass insulation found in fire doors on floors Tier A and Tier B.

<p>WATTS ARCHITECTS &amp; ENGINEERS 95 Perry Street Buffalo, NY 13203 Ph:716.206.5100 Fax: 716.206.5199</p>	<p><b>PRE-RENOVATION SURVEY FOR ASBESTOS CONTAINING MATERIALS, LEAD- BASED PAINT AND PCBS IN CAULKS</b></p>	<p><b>PROJECT PHOTOGRAPHS</b></p>	
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		<p>Project #20165 Dec. 2023</p>	



**AmeriSci Richmond**

13635 GENITO ROAD  
MIDLOTHIAN, VIRGINIA 23112  
TEL: (804) 763-1200 • FAX: (804) 763-1800

## PLM Bulk Asbestos Report

Watts Architecture & Engineers  
Attn: Jerry Grady  
95 Perry Street  
Suite 300  
Buffalo, NY 14203

**Date Received** 10/07/20      **AmeriSci Job #** 120101194  
**Date Examined** 10/11/20      **P.O. #**  
**ELAP #** 10984      **Page** 1 of 4  
**RE:** 20142; Buffalo & Erie County Public Library - Replace Doors;  
Buffalo, NY (Report Amended 10/14/2020)

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
20137-01 <b>Location:</b> Wall Tile Grout; West Stairwell Doors  <b>Analyst Description:</b> White, Heterogeneous, Non-Fibrous, Grout <b>Asbestos Types:</b> <b>Other Material:</b> , Non-fibrous 100 %	120101194-01	No	NAD (by NYS ELAP 198.1) by J. Samuel Baird on 10/11/20
20137-02 <b>Location:</b> Wall Tile Grout; East Stairwell Doors  <b>Analyst Description:</b> White, Heterogeneous, Non-Fibrous, Grout <b>Asbestos Types:</b> <b>Other Material:</b> , Non-fibrous 100 %	120101194-02	No	NAD (by NYS ELAP 198.1) by J. Samuel Baird on 10/11/20
20137-03 <b>Location:</b> Wall Tile Mudset; East Stairwell Doors  <b>Analyst Description:</b> Gray, Heterogeneous, Non-Fibrous, Cementitious, Bulk Material <b>Asbestos Types:</b> <b>Other Material:</b> , Non-fibrous 100 %	120101194-03	No	NAD (by NYS ELAP 198.1) by J. Samuel Baird on 10/11/20
20137-04 <b>Location:</b> Wall Tile Mudset; East Stairwell Doors  <b>Analyst Description:</b> Gray, Heterogeneous, Non-Fibrous, Cementitious, Bulk Material <b>Asbestos Types:</b> <b>Other Material:</b> , Non-fibrous 100 %	120101194-04	No	NAD (by NYS ELAP 198.1) by J. Samuel Baird on 10/11/20

## PLM Bulk Asbestos Report

20142; Buffalo & Erie County Public Library - Replace Doors;  
Buffalo, NY (Report Amended 10/14/2020)

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
20137-05	120101194-05	No	NAD
<b>Location:</b> White Door Caulk; West Stairwell Doors			(by NYS ELAP 198.6) by J. Samuel Baird on 10/11/20
<b>Analyst Description:</b> White, Heterogeneous, Non-Fibrous, Bulk Material			
<b>Asbestos Types:</b>			
<b>Other Material:</b> , Non-fibrous 63.8 %			
<b>Comment:</b> Heat Sensitive (organic): 22.5%; Acid Soluble (inorganic): 13.6%; Inert (Non-asbestos): 63.8%			
20137-06	120101194-06	No	NAD
<b>Location:</b> White Door Caulk; West Man Door			(by NYS ELAP 198.6) by J. Samuel Baird on 10/11/20
<b>Analyst Description:</b> White, Heterogeneous, Non-Fibrous, Bulk Material			
<b>Asbestos Types:</b>			
<b>Other Material:</b> , Non-fibrous 64.7 %			
<b>Comment:</b> Heat Sensitive (organic): 17.2%; Acid Soluble (inorganic): 18.1%; Inert (Non-asbestos): 64.7%			
20137-07	120101194-07	No	NAD
<b>Location:</b> Black Door Caulk; East Stairwell Doors			(by NYS ELAP 198.6) by J. Samuel Baird on 10/11/20
<b>Analyst Description:</b> Black, Heterogeneous, Non-Fibrous, Bulk Material			
<b>Asbestos Types:</b>			
<b>Other Material:</b> , Non-fibrous 2.9 %			
<b>Comment:</b> Heat Sensitive (organic): 58.0%; Acid Soluble (inorganic): 39.0%; Inert (Non-asbestos): 2.9%			
20137-08	120101194-08	No	NAD
<b>Location:</b> Black Door Caulk; East Stairwell Doors			(by NYS ELAP 198.6) by J. Samuel Baird on 10/11/20
<b>Analyst Description:</b> Black, Heterogeneous, Non-Fibrous, Bulk Material			
<b>Asbestos Types:</b>			
<b>Other Material:</b> , Non-fibrous 5.3 %			
<b>Comment:</b> Heat Sensitive (organic): 58.9%; Acid Soluble (inorganic): 35.8%; Inert (Non-asbestos): 5.3%			
20137-09	120101194-09.1	No	NAD
<b>Location:</b> Ceiling Plaster; East Stairwell Doors			(by NYS ELAP 198.1) by J. Samuel Baird on 10/11/20
<b>Analyst Description:</b> White, Heterogeneous, Non-Fibrous, Skim Coat (Plaster)			
<b>Asbestos Types:</b>			
<b>Other Material:</b> , Non-fibrous 100 %			

## PLM Bulk Asbestos Report

20142; Buffalo & Erie County Public Library - Replace Doors;  
Buffalo, NY (Report Amended 10/14/2020)

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
20137-09	120101194-09.2	<b>No</b>	NAD
<b>Location:</b> Ceiling Plaster; East Stairwell Doors			(by NYS ELAP 198.1) by J. Samuel Baird on 10/11/20
<b>Analyst Description:</b> Gray, Heterogeneous, Non-Fibrous, Cementitious, Base Coat (Plaster)			
<b>Asbestos Types:</b>			
<b>Other Material:</b> , Non-fibrous 100 %			
20137-10	120101194-10.1	<b>No</b>	NAD
<b>Location:</b> Ceiling Plaster; East Stairwell Doors			(by NYS ELAP 198.1) by J. Samuel Baird on 10/11/20
<b>Analyst Description:</b> White, Heterogeneous, Non-Fibrous, Skim Coat (Plaster)			
<b>Asbestos Types:</b>			
<b>Other Material:</b> , Non-fibrous 100 %			
20137-10	120101194-10.2	<b>No</b>	NAD
<b>Location:</b> Ceiling Plaster; East Stairwell Doors			(by NYS ELAP 198.1) by J. Samuel Baird on 10/11/20
<b>Analyst Description:</b> Gray, Heterogeneous, Non-Fibrous, Cementitious, Base Coat (Plaster)			
<b>Asbestos Types:</b>			
<b>Other Material:</b> , Non-fibrous 100 %			
20137-11	120101194-11.1	<b>No</b>	NAD
<b>Location:</b> Ceiling Plaster; East Stairwell Doors			(by NYS ELAP 198.1) by J. Samuel Baird on 10/11/20
<b>Analyst Description:</b> White, Heterogeneous, Non-Fibrous, Skim Coat (Plaster)			
<b>Asbestos Types:</b>			
<b>Other Material:</b> , Non-fibrous 100 %			
20137-11	120101194-11.2	<b>No</b>	NAD
<b>Location:</b> Ceiling Plaster; East Stairwell Doors			(by NYS ELAP 198.1) by J. Samuel Baird on 10/11/20
<b>Analyst Description:</b> Gray, Heterogeneous, Non-Fibrous, Cementitious, Base Coat (Plaster)			
<b>Asbestos Types:</b>			
<b>Other Material:</b> , Non-fibrous 100 %			

# PLM Bulk Asbestos Report

20142; Buffalo & Erie County Public Library - Replace Doors;  
Buffalo, NY (Report Amended 10/14/2020)

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
20137-12	120101194-12	No	NAD
<b>Location:</b> Aluminizer Paint On Roof; Outside West Panthouse			(by NYS ELAP 198.6) by J. Samuel Baird on 10/11/20
<b>Analyst Description:</b> Black, Heterogeneous, Non-Fibrous, Bulk Material <b>Asbestos Types:</b> <b>Other Material:</b> , Non-fibrous 43.3 % <b>Comment:</b> Heat Sensitive (organic): 28.5%; Acid Soluble (inorganic): 28.2%; Inert (Non-asbestos): 43.3%			
20137-13	120101194-13	No	NAD
<b>Location:</b> Aluminizer Paint On Roof; Outside East Penthouse			(by NYS ELAP 198.6) by J. Samuel Baird on 10/11/20
<b>Analyst Description:</b> Black, Heterogeneous, Non-Fibrous, Bulk Material <b>Asbestos Types:</b> <b>Other Material:</b> , Non-fibrous 17.8 % <b>Comment:</b> Heat Sensitive (organic): 34.3%; Acid Soluble (inorganic): 47.9%; Inert (Non-asbestos): 17.8%			

**Reporting Notes:**

Analyzed by: J. Samuel Baird  
Date: 10/11/2020



Reviewed by: T. Brian Keith



\*NAD = no asbestos detected, Detection Limit <1%, Reporting Limits: CVES = 1%, 400 Pt Ct = 0.25%, 1000 Pt Ct = 0.1%; "Present" or NVA = "No Visible Asbestos" are observations made during a qualitative analysis; NA = not analyzed; NA/PS = not analyzed / positive stop; PLM Bulk Asbestos Analysis using Meiji, Model MT 6120 microscope, Serial #1900011, by EPA 600/R-93/116 per 40 CFR 763 (NVLAP Lab Code 101904-0) and ELAP PLM Analysis Protocol 198.1 for New York friable samples which includes quantitation of any vermiculite observed (198.6 for NOB samples) or EPA 400 pt ct by EPA 600/M4-82-020 (NYSDOH ELAP Lab # 10984); CA ELAP Lab # 2508; Note: PLM is not consistently reliable in detecting asbestos in floor coverings and similar NOB materials. NAD or Trace results by PLM are inconclusive, TEM is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos-containing in New York State (also see EPA Advisory for floor tile, FR 59, 146, 38970, 8/1/94). NIST Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the laboratory. This PLM report relates ONLY to the items tested.

**Table I**  
**Summary of Bulk Asbestos Analysis Results**

20142; Buffalo & Erie County Public Library - Replace Doors; Buffalo, NY (Report Amended 10/14/2020)

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
01	20137-01	Location: Wall Tile Grout; West Stairwell Doors	---	---	---	---	NAD	NA
02	20137-02	Location: Wall Tile Grout; East Stairwell Doors	---	---	---	---	NAD	NA
03	20137-03	Location: Wall Tile Mudset; East Stairwell Doors	---	---	---	---	NAD	NA
04	20137-04	Location: Wall Tile Mudset; East Stairwell Doors	---	---	---	---	NAD	NA
05	20137-05	Location: White Door Caulk; West Stairwell Doors	0.526	22.5	13.6	63.8	NAD	NAD
06	20137-06	Location: White Door Caulk; West Man Door	0.596	17.2	18.1	64.7	NAD	NAD
07	20137-07	Location: Black Door Caulk; East Stairwell Doors	0.197	58.0	39.0	2.9	NAD	NAD
08	20137-08	Location: Black Door Caulk; East Stairwell Doors	0.316	58.9	35.8	5.3	NAD	NAD
09.1	20137-09	Location: Ceiling Plaster; East Stairwell Doors	---	---	---	---	NAD	NA
09.2	20137-09	Location: Ceiling Plaster; East Stairwell Doors	---	---	---	---	NAD	NA
10.1	20137-10	Location: Ceiling Plaster; East Stairwell Doors	---	---	---	---	NAD	NA
10.2	20137-10	Location: Ceiling Plaster; East Stairwell Doors	---	---	---	---	NAD	NA
11.1	20137-11	Location: Ceiling Plaster; East Stairwell Doors	---	---	---	---	NAD	NA
11.2	20137-11	Location: Ceiling Plaster; East Stairwell Doors	---	---	---	---	NAD	NA
12	20137-12	Location: Aluminizer Paint On Roof; Outside West Panthouse	0.366	28.5	28.2	43.3	NAD	NAD
13	20137-13	Location: Aluminizer Paint On Roof; Outside East Panthouse	0.351	34.3	47.9	17.7	NAD	Chrysotile Trace

See Reporting notes on last page



Client Name: Wattis Architecture & Engineers

**Table I  
Summary of Bulk Asbestos Analysis Results**

20142; Buffalo & Erie County Public Library - Replace Doors; Buffalo, NY (Report Amended 10/14/2020)

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
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Analyzed by: Cory M. Parnell  
Date: 10/12/2020



Reviewed by: T. Brian Keith



Semi-Quantitative Analysis: NAD = no asbestos detected; NA = not analyzed; NA/PS = not analyzed due to positive stop; Trace = < 1%; PLM analysis by EPA 600/R-93/116 per 40 CFR 763 (NVLAP Lab Code 101904-0) or NY ELAP 198.1 for New York friable samples which includes quantitation of any vermiculite observed (198.6 for NOB samples) or EPA 400 pt ct by EPA 600/M4-82-020 (NY ELAP Lab # 10984); TEM prep by EPA 600/R-93/116 Section 2.3 (analysis by Section 2.5, not covered by NVLAP Bulk accreditation); or NY ELAP 198.4 for New York NOB samples (NY ELAP Lab # 10984); \*\* Warning Notes: Consider PLM fiber diameter limitation, only TEM will resolve fibers <0.25 micrometers in diameter. TEM bulk analysis is representative of the fine grained matrix material and may not be representative of non-uniformly dispersed debris, soils or other heterogeneous materials for which a combination PLM/TEM evaluation is recommended; Quantitation for beginning weights of <0.1 grams should be considered as qualitative only.

120-10-1194

WATTS ARCHITECTURE & ENGINEERING  
ASBESTOS BULK SAMPLE CHAIN-OF-CUSTODY

Client: Trautman Associates  
Project: Buffalo & Erie County Public Library - Replace Doors  
Building / Location: Buffalo, NY  
Email: Jerry Grady at jgrady@watts-ae.com  
Fax Preliminary Results to: (716) 206-5199  
Mail Report & Invoice to: Watts Architecture & Engineering  
95 Perry Street, Suite 300, Buffalo, NY 14203

Date: 10/6/2020  
Watts Project No.: 20137

Turnaround Requested: 3 Hr. 48 Hr.  
Analysis Requested: 6 Hr. 72 Hr.  
PLM x TEM x 12 Hr. x 5 Day  
24 Hr. 6-10 Day

20142-01	Wall Tile Grout	West Stairwell Doors
20142-02	Wall Tile Grout	East Stairwell Doors
20142-03	Wall Tile Mudset	East Stairwell Doors
20142-04	Wall Tile Mudset	East Stairwell Doors
20142-05	White Door Caulk	West Stairwell Doors
20142-06	White Door Caulk	West Man Door
20142-07	Black Door Caulk	East Stairwell Doors
20142-08	Black Door Caulk	East Stairwell Doors
20142-09	Ceiling Plaster	East Stairwell Doors
20142-10	Ceiling Plaster	East Stairwell Doors
20142-11	Ceiling Plaster	East Stairwell Doors
20142-12	Aluminizer Paint on Roof	Outside West Panthouse
20142-13	Aluminizer Paint on Roof	Outside East Penthouse

Sampled By: Jerry Grady Date: 10/6/20 Received By: \_\_\_\_\_ Date: \_\_\_\_\_  
Relinquished By: Jerry Grady Date: 10/6/20 Received By: \_\_\_\_\_ Date: \_\_\_\_\_  
Comments: \_\_\_\_\_

RECEIVED  
OCT 14 2020  
*[Signature]*

**AmeriSci Richmond**13635 GENITO ROAD  
MIDLOTHIAN, VIRGINIA 23112  
TEL: (804) 763-1200 • FAX: (804) 763-1800**PLM Bulk Asbestos Report**Watts Architecture & Engineers  
Attn: Jerry Grady  
95 Perry Street  
Suite 300  
Buffalo, NY 14203**Date Received** 10/29/20    **AmeriSci Job #** 120102143  
**Date Examined** 11/02/20    **P.O. #**  
**ELAP #** 10984    **Page** 1 of 3  
**RE:** 20165; BECPL Main Library Exit Doors; Buffalo, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
20165-01	120102143-01	No	NAD
<b>Location:</b> Door Caulk; Ground Floor - West Building Main Door			(by NYS ELAP 198.6) by C. David Mintz on 11/02/20
<b>Analyst Description:</b> Black, Homogeneous, Non-Fibrous, Bulk Material			
<b>Asbestos Types:</b>			
<b>Other Material:</b> , Non-Asbestos 9.2 %			
<b>Comment:</b> Heat Sensitive (organic): 58.8%; Acid Soluble (inorganic): 32.0%; Inert (Non-asbestos): 9.2%			
20165-02	120102143-02	No	NAD
<b>Location:</b> Door Caulk; Ground Floor - West Building Main Door			(by NYS ELAP 198.6) by C. David Mintz on 11/02/20
<b>Analyst Description:</b> Black, Homogeneous, Non-Fibrous, Bulk Material			
<b>Asbestos Types:</b>			
<b>Other Material:</b> , Non-Asbestos 8.5 %			
<b>Comment:</b> Heat Sensitive (organic): 54.4%; Acid Soluble (inorganic): 37.1%; Inert (Non-asbestos): 8.5%			
20165-03	120102143-03	No	NAD
<b>Location:</b> Door Caulk; Ground Floor - East Building North Main Door			(by NYS ELAP 198.6) by C. David Mintz on 11/02/20
<b>Analyst Description:</b> White, Homogeneous, Non-Fibrous, Bulk Material			
<b>Asbestos Types:</b>			
<b>Other Material:</b> , Non-Asbestos 35.1 %			
<b>Comment:</b> Heat Sensitive (organic): 32.0%; Acid Soluble (inorganic): 32.9%; Inert (Non-asbestos): 35.1%			
20165-04	120102143-04	No	NAD
<b>Location:</b> Door Caulk; Ground Floor - East Building South Main Door			(by NYS ELAP 198.6) by C. David Mintz on 11/02/20
<b>Analyst Description:</b> White, Homogeneous, Non-Fibrous, Bulk Material			
<b>Asbestos Types:</b>			
<b>Other Material:</b> , Non-Asbestos 35.2 %			
<b>Comment:</b> Heat Sensitive (organic): 30.4%; Acid Soluble (inorganic): 34.4%; Inert (Non-asbestos): 35.2%			

**PLM Bulk Asbestos Report**

20165; BECPL Main Library Exit Doors; Buffalo, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
20165-05	120102143-05	<b>No</b>	NAD
<b>Location:</b> Door Caulk; Ground Floor - East Building Entrance Door			(by NYS ELAP 198.6) by C. David Mintz on 11/02/20
<b>Analyst Description:</b> Gray, Homogeneous, Non-Fibrous, Bulk Material			
<b>Asbestos Types:</b>			
<b>Other Material:</b> , Non-Asbestos 23.5 %			
<b>Comment:</b> Heat Sensitive (organic): 38.9%; Acid Soluble (inorganic): 37.6%; Inert (Non-asbestos): 23.5%			
20165-06	120102143-06	<b>No</b>	NAD
<b>Location:</b> Door Caulk; Ground Floor - East Building Entrance Door			(by NYS ELAP 198.6) by C. David Mintz on 11/02/20
<b>Analyst Description:</b> Gray, Homogeneous, Non-Fibrous, Bulk Material			
<b>Asbestos Types:</b>			
<b>Other Material:</b> , Non-Asbestos 14.5 %			
<b>Comment:</b> Heat Sensitive (organic): 46.2%; Acid Soluble (inorganic): 39.2%; Inert (Non-asbestos): 14.5%			
20165-07	120102143-07	<b>Yes</b>	1.4 %
<b>Location:</b> Window Glazing Compound; Ground Floor - East Building South Main Door			(ELAP 400 PC) by C. David Mintz on 11/02/20
<b>Analyst Description:</b> Gray, Homogeneous, Fibrous, Bulk Material			
<b>Asbestos Types:</b> Chrysotile 1.4 %			
<b>Other Material:</b> , Non-Asbestos 32 %			
<b>Comment:</b> Heat Sensitive (organic): 5.6%; Acid Soluble (inorganic): 61.0%; Inert (Non-asbestos): 32.0%			
20165-08	120102143-08	<b>Yes</b>	1.7 %
<b>Location:</b> Window Glazing Compound; Ground Floor - East Building South Main Door			(ELAP 400 PC) by C. David Mintz on 11/02/20
<b>Analyst Description:</b> Gray, Homogeneous, Fibrous, Bulk Material			
<b>Asbestos Types:</b> Chrysotile 1.7 %			
<b>Other Material:</b> , Non-Asbestos 43.4 %			
<b>Comment:</b> Heat Sensitive (organic): 8.2%; Acid Soluble (inorganic): 46.7%; Inert (Non-asbestos): 43.4%			

Client Name: Watts Architecture & Engineers

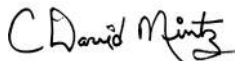
# PLM Bulk Asbestos Report

20165; BECPL Main Library Exit Doors; Buffalo, NY

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## Reporting Notes:

Analyzed by: C. David Mintz  
Date: 11/2/2020



Reviewed by: Cory M. Parnell



\*NAD = no asbestos detected, Detection Limit <1%, Reporting Limits: CVES = 1%, 400 Pt Ct = 0.25%, 1000 Pt Ct = 0.1%; "Present" or NVA = "No Visible Asbestos" are observations made during a qualitative analysis; NA = not analyzed; NA/PS = not analyzed / positive stop; PLM Bulk Asbestos Analysis using Olympus, Model BH-2 microscope, Serial #210972, by EPA 600/R-93/116 per 40 CFR 763 (NVLAP Lab Code 101904-0) and ELAP PLM Analysis Protocol 198.1 for New York friable samples which includes quantitation of any vermiculite observed (198.6 for NOB samples) or EPA 400 pt ct by EPA 600/M4-82-020 (NYSDOH ELAP Lab # 10984); CA ELAP Lab # 2508; Note: PLM is not consistently reliable in detecting asbestos in floor coverings and similar NOB materials. NAD or Trace results by PLM are inconclusive, TEM is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos-containing in New York State (also see EPA Advisory for floor tile, FR 59, 146, 38970, 8/1/94). NIST Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the laboratory. This PLM report relates ONLY to the items tested.

**Table I**  
**Summary of Bulk Asbestos Analysis Results**  
 20165; BECPL Main Library Exit Doors; Buffalo, NY

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
01	20165-01	Door Caulk; Ground Floor - West Building Main Door	0.261	58.8	32.0	9.2	NAD	NAD
02	20165-02	Door Caulk; Ground Floor - West Building Main Door	0.186	54.4	37.1	8.5	NAD	NAD
03	20165-03	Door Caulk; Ground Floor - East Building North Main Door	0.281	32.0	32.9	35.1	NAD	NAD
04	20165-04	Door Caulk; Ground Floor - East Building South Main Door	0.248	30.4	34.4	35.2	NAD	NAD
05	20165-05	Door Caulk; Ground Floor - East Building Entrance Door	0.218	38.9	37.6	23.5	NAD	NAD
06	20165-06	Door Caulk; Ground Floor - East Building Entrance Door	0.083	46.2	39.2	14.5	NAD	NAD
07	20165-07	Window Glazing Compound; Ground Floor - East Building South Main Door	0.386	5.6	61.0	32.0	Chrysotile 1.4	NA
08	20165-08	Window Glazing Compound; Ground Floor - East Building South Main Door	0.376	8.2	46.7	43.4	Chrysotile 1.7	NA



Reviewed by: Cory M. Parnell



Analyzed by: Cory M. Parnell  
 Date: 11/2/2020

Semi-Quantitative Analysis: NAD = no asbestos detected; NA = not analyzed; NA/PS = not analyzed due to positive stop; Trace = <1%; PLM analysis by EPA 600/R-93/116 per 40 CFR 763 (NVLAP Lab Code 101904-0) or NY ELAP 198.1 for New York friable samples which includes quantitation of any vermiculite observed (198.6 for NOB samples) or EPA 400 pt ct by EPA 600/M4-82-020 (NY ELAP Lab # 10984); TEM prep by EPA 600/R-93/116 Section 2.3 (analysis by Section 2.5, not covered by NVLAP Bulk accreditation); or NY ELAP 198.4 for New York NOB samples (NY ELAP Lab # 10984); \*\* Warning Notes: Consider PLM fiber diameter limitation, only TEM will resolve fibers <0.25 micrometers in diameter. TEM bulk analysis is representative of the fine grained matrix material and may not be representative of non-uniformly dispersed debris, soils or other heterogeneous materials for which a combination PLM/TEM evaluation is recommended; Quantitation for beginning weights of <0.1 grams should be considered as qualitative only.

120102143

Page: 1 of 1

Date: 10/27/2020

Watts Project No.: 20165

WATTS ARCHITECTURE & ENGINEERING  
ASBESTOS BULK SAMPLE CHAIN-OF-CUSTODY

Client: Trautman Associates  
Project: BECPL Main Library Exit Doors  
Building / Location: Buffalo, NY at jgrady@watts-ae.com  
Email: Jerry Grady  
Fax Preliminary Results to: (716) 206-5199  
Mail Report & Invoice to: Watts Architecture & Engineering  
95 Perry Street, Suite 300, Buffalo, NY 14203

Turnaround Requested: 3 Hr. 48 Hr.  
Analysis Requested: 6 Hr. 72 Hr.  
PUM x TEM x 12 Hr. x 5 Day  
24 Hr. 6-10 Day

20165-01	Door Caulk	Ground Floor - West Building Mon Door	
20165-02	Door Caulk	Ground Floor - West Building Mon Door	
20165-03	Door Caulk	Ground Floor - East Building North Mon Door	
20165-04	Door Caulk	Ground Floor - East Building South Mon Door	
20165-05	Door Caulk	Ground Floor - East Building Entrance Door	
20165-06	Door Caulk	Ground Floor - East Building Entrance Door	
20165-07	Window Glazing Compound	Ground Floor - East Building South Mon Door	
20165-08	Window Glazing Compound	Ground Floor - East Building South Mon Door	
20165-09			
20165-10			
20165-11			
20165-12			

Sampled By: Jerry Grady Date: 10/28/20 Received By: \_\_\_\_\_ Date: \_\_\_\_\_  
Relinquished By: Jerry Grady Date: 10/28/20 Received By: \_\_\_\_\_ Date: \_\_\_\_\_

Comments: \_\_\_\_\_ RECEIVED

OCT 29 2020  
BY: CA



**Customer:** Watts Architecture & Engineering (4637)  
**Address:** 95 Perry Street Suite 300  
Buffalo, NY 14203

**Order #:** 389060

**Matrix:** Bulk  
**Received:** 10/07/20  
**Reported:** 10/14/20

**Attn:**  
**Project:** Buffalo & Erie County Library  
**Location:** Buffalo, NY  
**Number:** 20142

**PO Number:** 7628

Sample ID	Cust. Sample ID	Location	Result	RL*	Units	Analysis Date	Analyst
Parameter		Method					
<b>389060-001</b>	20142-PCB-01	Door Caulk					
<b>Semi-volatile Organic Compounds</b>							
Aroclor - 1016		SW846 8082A	<497000	496000	µg/kg	10/09/20	AE
Aroclor - 1221		SW846 8082A	<497000	496000	µg/kg	10/09/20	AE
Aroclor - 1232		SW846 8082A	<497000	496000	µg/kg	10/09/20	AE
Aroclor - 1242		SW846 8082A	<497000	496000	µg/kg	10/09/20	AE
Aroclor - 1248		SW846 8082A	<497000	496000	µg/kg	10/09/20	AE
Aroclor - 1254		SW846 8082A	1290000	496000	µg/kg	10/09/20	AE
Aroclor - 1260		SW846 8082A	<497000	496000	µg/kg	10/09/20	AE
Aroclor - 1262		SW846 8082A	<497000	496000	µg/kg	10/09/20	AE
Aroclor - 1268		SW846 8082A	<497000	496000	µg/kg	10/09/20	AE
PCB - Surrogate Recoveries							
DCB		D					
TCMX		D					
<b>389060-002</b>	20142-PCB-02	Door Caulk					
<b>Semi-volatile Organic Compounds</b>							
Aroclor - 1016		SW846 8082A	<94000	94000	µg/kg	10/09/20	AE
Aroclor - 1221		SW846 8082A	<94000	94000	µg/kg	10/09/20	AE
Aroclor - 1232		SW846 8082A	<94000	94000	µg/kg	10/09/20	AE
Aroclor - 1242		SW846 8082A	<94000	94000	µg/kg	10/09/20	AE
Aroclor - 1248		SW846 8082A	<94000	94000	µg/kg	10/09/20	AE
Aroclor - 1254		SW846 8082A	349000	94000	µg/kg	10/09/20	AE
Aroclor - 1260		SW846 8082A	<94000	94000	µg/kg	10/09/20	AE
Aroclor - 1262		SW846 8082A	<94000	94000	µg/kg	10/09/20	AE
Aroclor - 1268		SW846 8082A	<94000	94000	µg/kg	10/09/20	AE
<b>MS failed due to high concentrate of analyte.</b>							
PCB - Surrogate Recoveries							
DCB		D					
TCMX		D					

**Report Amended. Corrected project number from 20137 to 20142 per revised chain of custody.**

All internal QC parameters were met. Unusual sample conditions, if any, are described. Surrogate Spike results designated with "D" indicate that the analyte was diluted out. "MI" indicates matrix interference. Concentration and \*Reporting Limit (RL) based on areas provided by client. Values are reported to three significant figures. Solid PPM = mg/kg | PPB = µg/kg and Water PPM = mg/L | PPB = µg/L. The test results reported relate only to the samples submitted.





**Customer:** Watts Architecture & Engineering (4637)  
**Address:** 95 Perry Street Suite 300  
Buffalo, NY 14203

**Attn:**  
**Project:** Buffalo & Erie County Library  
**Location:** Buffalo, NY  
**Number:** 20142

<b>Order #:</b>	389060
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**Matrix** Bulk  
**Received** 10/07/20  
**Reported** 10/14/20

**PO Number:** 7628

Sample ID	Cust. Sample ID	Location	Result	RL*	Units	Analysis Date	Analyst
Parameter		Method					
389060-10/14/20 11:28 AM							

Reviewed By: **Irma Faszewski**  
QAQC Director

### State Certifications

Method	Parameter	New York	Virginia
SW846 8082A	Aroclor - 1016	ELAP Certified	VELAP Certified
SW846 8082A	Aroclor - 1221	ELAP Certified	VELAP Certified
SW846 8082A	Aroclor - 1232	ELAP Certified	VELAP Certified
SW846 8082A	Aroclor - 1242	ELAP Certified	VELAP Certified
SW846 8082A	Aroclor - 1248	ELAP Certified	VELAP Certified
SW846 8082A	Aroclor - 1254	ELAP Certified	VELAP Certified
SW846 8082A	Aroclor - 1260	ELAP Certified	VELAP Certified
SW846 8082A	Aroclor - 1262	ELAP Certified	VELAP Certified
SW846 8082A	Aroclor - 1268	ELAP Certified	VELAP Certified

State	Certificate Number
New York	ELAP 61372
Virginia	VELAP 10779

### Report Amended. Corrected project number from 20137 to 20142 per revised chain of custody.

All internal QC parameters were met. Unusual sample conditions, if any, are described. Surrogate Spike results designated with "D" indicate that the analyte was diluted out. "MI" indicates matrix interference. Concentration and \*Reporting Limit (RL) based on areas provided by client. Values are reported to three significant figures. Solid PPM = mg/kg | PPB = µg/kg and Water PPM = mg/L | PPB = µg/L. The test results reported relate only to the samples submitted.





**Customer:** Watts Architecture & Engineering (4637)  
**Address:** 95 Perry Street Suite 300  
Buffalo, NY 14203

<b>Order #:</b>	392071
-----------------	--------

**Matrix** Bulk  
**Received** 10/29/20  
**Reported** 11/03/20

**Attn:**  
**Project:** BECPL- Main Library Exit Doors  
**Location:** Buffalo, NY  
**Number:** 20165

**PO Number:** 7628

Sample ID	Cust. Sample ID	Location	Result	RL*	Units	Analysis Date	Analyst
Parameter	Method						
<b>392071-001</b>	20165-PCB-01	Door Caulk					
<b>Semi-volatile Organic Compounds</b>							
Aroclor - 1016	SW846 8082A		<2120	2120	µg/kg	10/29/20	THN
Aroclor - 1221	SW846 8082A		<2120	2120	µg/kg	10/29/20	THN
Aroclor - 1232	SW846 8082A		<2120	2120	µg/kg	10/29/20	THN
Aroclor - 1242	SW846 8082A		<2120	2120	µg/kg	10/29/20	THN
Aroclor - 1248	SW846 8082A		<2120	2120	µg/kg	10/29/20	THN
Aroclor - 1254	SW846 8082A		7340	2120	µg/kg	10/29/20	THN
Aroclor - 1260	SW846 8082A		<2120	2120	µg/kg	10/29/20	THN
Aroclor - 1262	SW846 8082A		<2120	2120	µg/kg	10/29/20	THN
Aroclor - 1268	SW846 8082A		<2120	2120	µg/kg	10/29/20	THN
PCB - Surrogate Recoveries							
DCB	D						
TCMX	D						
<b>392071-002</b>	20165-PCB-02	Door Caulk					
<b>Semi-volatile Organic Compounds</b>							
Aroclor - 1016	SW846 8082A		<233000	233000	µg/kg	10/29/20	THN
Aroclor - 1221	SW846 8082A		<233000	233000	µg/kg	10/29/20	THN
Aroclor - 1232	SW846 8082A		<233000	233000	µg/kg	10/29/20	THN
Aroclor - 1242	SW846 8082A		<233000	233000	µg/kg	10/29/20	THN
Aroclor - 1248	SW846 8082A		<233000	233000	µg/kg	10/29/20	THN
Aroclor - 1254	SW846 8082A		3470000	233000	µg/kg	10/29/20	THN
Aroclor - 1260	SW846 8082A		<233000	233000	µg/kg	10/29/20	THN
Aroclor - 1262	SW846 8082A		<233000	233000	µg/kg	10/29/20	THN
Aroclor - 1268	SW846 8082A		<233000	233000	µg/kg	10/29/20	THN
PCB - Surrogate Recoveries							
DCB	D						
TCMX	D						

All internal QC parameters were met. Unusual sample conditions, if any, are described. Surrogate Spike results designated with "D" indicate that the analyte was diluted out. "MI" indicates matrix interference. Concentration and \*Reporting Limit (RL) based on areas provided by client. Values are reported to three significant figures. Solid PPM = mg/kg | PPB = µg/kg and Water PPM = mg/L | PPB = µg/L. The test results reported relate only to the samples submitted.



**Customer:** Watts Architecture & Engineering (4637)  
**Address:** 95 Perry Street Suite 300  
Buffalo, NY 14203

**Order #:** 392071

**Matrix:** Bulk  
**Received:** 10/29/20  
**Reported:** 11/03/20

**Attn:**  
**Project:** BECPL- Main Library Exit Doors  
**Location:** Buffalo, NY  
**Number:** 20165

**PO Number:** 7628

Sample ID	Cust. Sample ID	Location	Result	RL*	Units	Analysis Date	Analyst
Parameter		Method					
392071-003	20165-PCB-03	Door Caulk					
<b>Semi-volatile Organic Compounds</b>							
Aroclor - 1016		SW846 8082A	<237000	236000	µg/kg	10/29/20	THN
Aroclor - 1221		SW846 8082A	<237000	236000	µg/kg	10/29/20	THN
Aroclor - 1232		SW846 8082A	<237000	236000	µg/kg	10/29/20	THN
Aroclor - 1242		SW846 8082A	<237000	236000	µg/kg	10/29/20	THN
Aroclor - 1248		SW846 8082A	<237000	236000	µg/kg	10/29/20	THN
Aroclor - 1254		SW846 8082A	366000	236000	µg/kg	10/29/20	THN
Aroclor - 1260		SW846 8082A	<237000	236000	µg/kg	10/29/20	THN
Aroclor - 1262		SW846 8082A	<237000	236000	µg/kg	10/29/20	THN
Aroclor - 1268		SW846 8082A	<237000	236000	µg/kg	10/29/20	THN

**Dup and MS failure due to high concentration of target analyte. Results are accurate and unaffected.**

PCB - Surrogate Recoveries

DCB D

TCMX D

392071-11/03/20 03:10 PM

Reviewed By: **Jennifer Lee**  
Manager

All internal QC parameters were met. Unusual sample conditions, if any, are described. Surrogate Spike results designated with "D" indicate that the analyte was diluted out. "MI" indicates matrix interference. Concentration and \*Reporting Limit (RL) based on areas provided by client. Values are reported to three significant figures. Solid PPM = mg/kg | PPB = µg/kg and Water PPM = mg/L | PPB = µg/L. The test results reported relate only to the samples submitted.



**Customer:** Watts Architecture & Engineering (4637)  
**Address:** 95 Perry Street Suite 300  
Buffalo, NY 14203

<b>Order #:</b>	392071
-----------------	--------

**Matrix** Bulk  
**Received** 10/29/20  
**Reported** 11/03/20

**Attn:**  
**Project:** BECPL- Main Library Exit Doors  
**Location:** Buffalo, NY  
**Number:** 20165

**PO Number:** 7628

Sample ID	Cust. Sample ID	Location	Result	RL*	Units	Analysis Date	Analyst
Parameter		Method					

### State Certifications

Method	Parameter	New York	Virginia
SW846 8082A	Aroclor - 1016	ELAP Certified	VELAP Certified
SW846 8082A	Aroclor - 1221	ELAP Certified	VELAP Certified
SW846 8082A	Aroclor - 1232	ELAP Certified	VELAP Certified
SW846 8082A	Aroclor - 1242	ELAP Certified	VELAP Certified
SW846 8082A	Aroclor - 1248	ELAP Certified	VELAP Certified
SW846 8082A	Aroclor - 1254	ELAP Certified	VELAP Certified
SW846 8082A	Aroclor - 1260	ELAP Certified	VELAP Certified
SW846 8082A	Aroclor - 1262	ELAP Certified	VELAP Certified
SW846 8082A	Aroclor - 1268	ELAP Certified	VELAP Certified

State	Certificate Number
New York	ELAP 61372
Virginia	VELAP 10779

All internal QC parameters were met. Unusual sample conditions, if any, are described. Surrogate Spike results designated with "D" indicate that the analyte was diluted out. "MI" indicates matrix interference. Concentration and \*Reporting Limit (RL) based on areas provided by client. Values are reported to three significant figures. Solid PPM = mg/kg | PPB = µg/kg and Water PPM = mg/L | PPB = µg/L. The test results reported relate only to the samples submitted.





NEW YORK STATE DEPARTMENT OF HEALTH  
WADSWORTH CENTER



Expires 12:01 AM April 01, 2021  
Issued April 01, 2020

**CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE**

*Issued in accordance with and pursuant to section 502 Public Health Law of New York State*

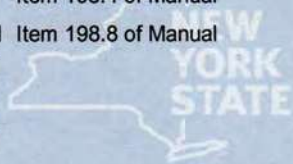
**DR. THOMAS R. MCKEE**  
**AMERISCI RICHMOND**  
**13635 GENITO RD**  
**MIDLOTHIAN, VA 23112**

**NY Lab Id No: 10984**

*is hereby APPROVED as an Environmental Laboratory for the category  
ENVIRONMENTAL ANALYSES SOLID AND HAZARDOUS WASTE  
All approved subcategories and/or analytes are listed below:*

**Miscellaneous**

Asbestos in Friable Material	Item 198.1 of Manual EPA 600/M4/82/020
Asbestos in Non-Friable Material-PLM	Item 198.6 of Manual (NOB by PLM)
Asbestos in Non-Friable Material-TEM	Item 198.4 of Manual
Asbestos-Vermiculite-Containing Material	Item 198.8 of Manual



Department  
of Health

**Serial No.: 61267**

Property of the New York State Department of Health. Certificates are valid only at the address shown, must be conspicuously posted, and are printed on secure paper. Continued accreditation depends on successful ongoing participation in the Program. Consumers are urged to call (518) 485-5570 to verify the laboratory's accreditation status.



**SCOPE OF ACCREDITATION TO ISO/IEC 17025:2017**

**AmeriSci Richmond**  
dba AmeriSci Richmond  
13635 Genito Road  
Midlothian, VA 23112  
Mr. Thomas B. Keith  
Phone: 804-763-1200 Fax: 804-763-1800  
Email: [bkeith@amerisci.com](mailto:bkeith@amerisci.com)  
<http://www.amerisci.com>

**ASBESTOS FIBER ANALYSIS**

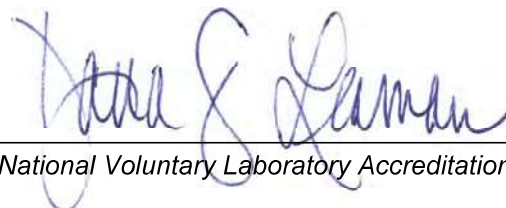
**NVLAP LAB CODE 101904-0**

**Bulk Asbestos Analysis**

<u>Code</u>	<u>Description</u>
18/A01	EPA -- 40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples
18/A03	EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials

**Airborne Asbestos Analysis**

<u>Code</u>	<u>Description</u>
18/A02	U.S. EPA's "Interim Transmission Electron Microscopy Analytical Methods-Mandatory and Nonmandatory-and Mandatory Section to Determine Completion of Response Actions" as found in 40 CFR, Part 763, Subpart E, Appendix A.



For the National Voluntary Laboratory Accreditation Program



**NEW YORK STATE DEPARTMENT OF HEALTH  
WADSWORTH CENTER**



Expires 12:01 AM April 01, 2021  
Issued April 01, 2020

**CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE**

*Issued in accordance with and pursuant to section 502 Public Health Law of New York State*

**MR. FAYEZ ABOUZAKI**  
**SCHNEIDER LABORATORIES GLOBAL, INC**  
**2512 WEST CARY STREET**  
**RICHMOND, VA 23220-5117**

NY Lab Id No: 11413

*is hereby APPROVED as an Environmental Laboratory in conformance with the  
National Environmental Laboratory Accreditation Conference Standards (2003) for the category  
ENVIRONMENTAL ANALYSES SOLID AND HAZARDOUS WASTE  
All approved analytes are listed below:*

**Characteristic Testing**

TCLP EPA 1311

**Metals I**

Barium, Total EPA 6010D  
Cadmium, Total EPA 6010D  
Calcium, Total EPA 6010D  
Chromium, Total EPA 6010D  
Copper, Total EPA 6010D  
Iron, Total EPA 6010D  
Lead, Total EPA 6010D  
EPA 7000B  
Magnesium, Total EPA 6010D  
Manganese, Total EPA 6010D  
Nickel, Total EPA 6010D  
Potassium, Total EPA 6010D  
Silver, Total EPA 6010D  
Sodium, Total EPA 6010D

**Metals II**

Aluminum, Total EPA 6010D  
Antimony, Total EPA 6010D  
Arsenic, Total EPA 6010D  
Beryllium, Total EPA 6010D  
Chromium VI EPA 7196A  
Mercury, Total EPA 7471B  
Selenium, Total EPA 6010D  
Vanadium, Total EPA 6010D

**Metals II**

Zinc, Total EPA 6010D

**Metals III**

Cobalt, Total EPA 6010D  
Molybdenum, Total EPA 6010D  
Thallium, Total EPA 6010D  
Tin, Total EPA 6010D  
Titanium, Total EPA 6010D

**Miscellaneous**

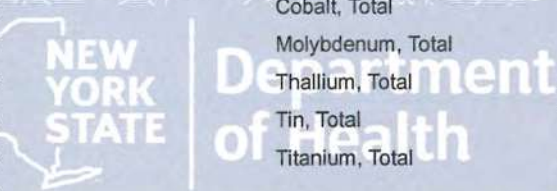
Boron, Total EPA 6010D

**Polychlorinated Biphenyls**

Aroclor 1016 (PCB-1016) EPA 8082A  
Aroclor 1221 (PCB-1221) EPA 8082A  
Aroclor 1232 (PCB-1232) EPA 8082A  
Aroclor 1242 (PCB-1242) EPA 8082A  
Aroclor 1248 (PCB-1248) EPA 8082A  
Aroclor 1254 (PCB-1254) EPA 8082A  
Aroclor 1260 (PCB-1260) EPA 8082A  
Aroclor 1262 (PCB-1262) EPA 8082A  
Aroclor 1268 (PCB-1268) EPA 8082A

**Sample Preparation Methods**

EPA 3010A  
EPA 3050B  
EPA 3550C



**Serial No.: 61372**

Property of the New York State Department of Health. Certificates are valid only at the address shown, must be conspicuously posted, and are printed on secure paper. Continued accreditation depends on successful ongoing participation in the Program. Consumers are urged to call (518) 485-5570 to verify the laboratory's accreditation status.





**New York State – Department of Labor**

Division of Safety and Health  
License and Certificate Unit  
State Campus, Building 12  
Albany, NY 12240

**ASBESTOS HANDLING LICENSE**

Watts Architecture & Engineering, D.P.C.  
Suite 300  
95 Perry Street  
Buffalo, NY 14203

FILE NUMBER: 12-68007  
LICENSE NUMBER: 68007  
LICENSE CLASS: RESTRICTED  
DATE OF ISSUE: 08/28/2020  
EXPIRATION DATE: 09/30/2021

Duly Authorized Representative – Edward Watts:

This license has been issued in accordance with applicable provisions of Article 30 of the Labor Law of New York State and of the New York State Codes, Rules and Regulations (12 NYCRR Part 56). It is subject to suspension or revocation for a (1) serious violation of state, federal or local laws with regard to the conduct of an asbestos project, or (2) demonstrated lack of responsibility in the conduct of any job involving asbestos or asbestos material.

This license is valid only for the contractor named above and this license or a photocopy must be prominently displayed at the asbestos project worksite. This license verifies that all persons employed by the licensee on an asbestos project in New York State have been issued an Asbestos Certificate, appropriate for the type of work they perform, by the New York State Department of Labor.



Eileen M. Franko, Director  
For the Commissioner of Labor


SH 432 (8/12)



*Excellence in all we do.*

**WATTS** Architecture & Engineering



**WE ARE YOUR DOL**  
 Department of Labor

DIVISION OF SAFETY & HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BLDG. 12, ALBANY, NY 12226


## ASBESTOS HANDLING LICENSE

Watts Architecture & Engineering, D.P.C.  
95 Perry Street, Suite 300, Buffalo, NY, 14203

License Number: 68007  
License Class: RESTRICTED  
Date of Issue: 08/30/2023  
Expiration Date: 09/30/2024  
Duly Authorized Representative: Kevin Janik

This license has been issued in accordance with applicable provisions of Article 30 of the Labor Law of New York State and of the New York State Codes, Rules and Regulations (12 NYCRR Part 56). It is subject to suspension or revocation for a (1) serious violation of state, federal or local laws with regard to the conduct of an asbestos project, or (2) demonstrated lack of responsibility in the conduct of any job involving asbestos or asbestos material.

This license is valid only for the contractor named above and this license or a photocopy must be prominently displayed at the asbestos project worksite. This license verifies that all persons employed by the licensee on an asbestos project in New York State have been issued an Asbestos Certificate, appropriate for the type of work they perform, by the New York State Department of Labor.

  
Amy Phillips, Director  
For the Commissioner of Labor

**EXCELSIOR**

SH 432 (12/21)



120 E. Washington St., Suite 414  
Syracuse, NY 13202

95 Perry Street, Suite 300325  
Buffalo, NY 14203

Gold Street, Suite 701  
Brooklyn, NY 11201

# United States Environmental Protection Agency

This is to certify that



Watts Architecture & Engineering


has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226

In the Jurisdiction of:

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires May 21, 2024

LBP-1952-2  
Certification #  
March 17, 2021  
Issued On

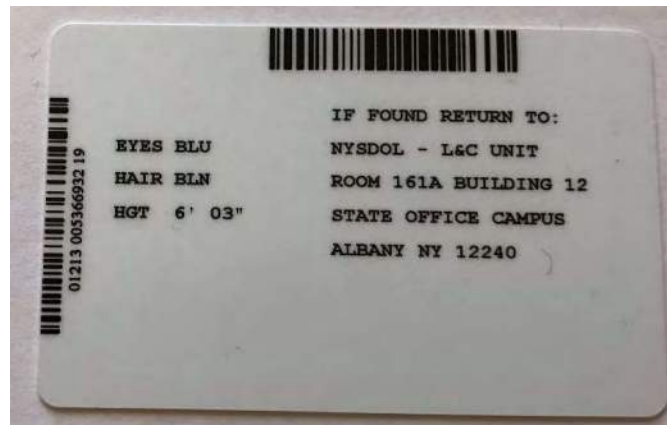
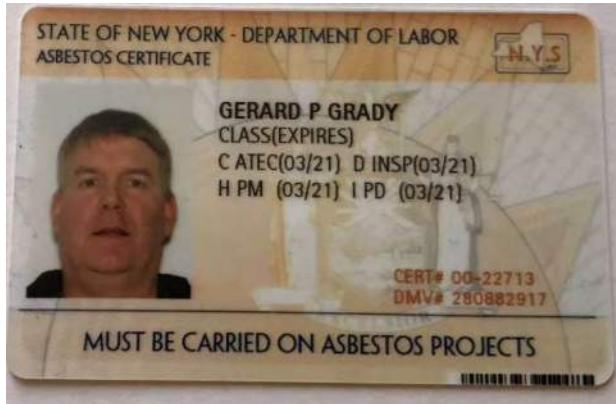
  
Michelle Price, Chief  
Lead, Heavy Metals, and Inorganics Branch



120 E. Washington St., Suite 414  
Syracuse, NY 13202

95 Perry Street, Suite 300  
Buffalo, NY 14203

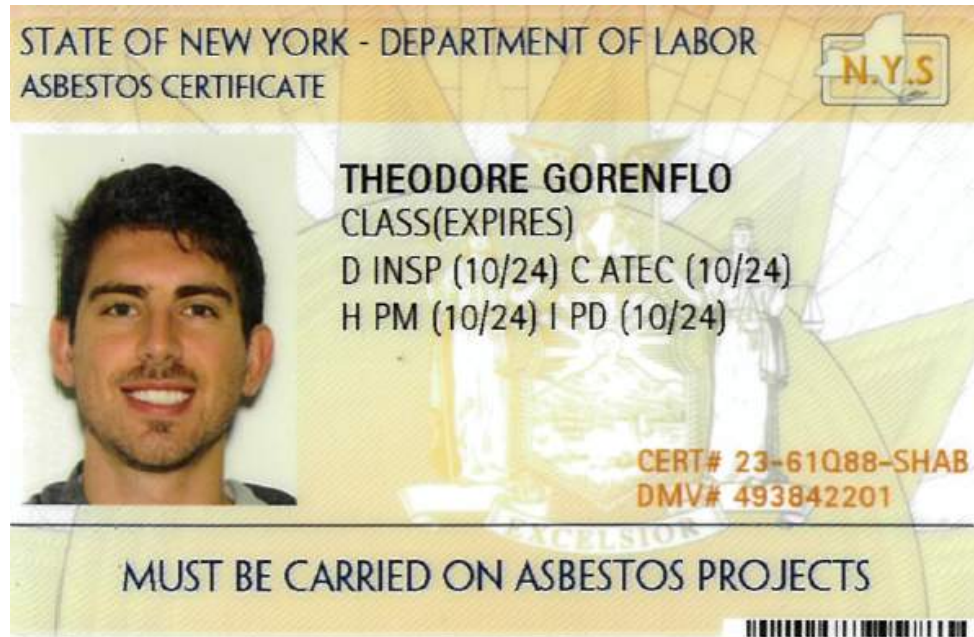
325 Gold Street, Suite 701  
Brooklyn, NY 11201



## Jerry Grady

C – Air Sampling Technician  
D – Inspector  
H – Project Monitor  
I – Project Designer





IF FOUND, RETURN TO:  
NYS DOL - L&C UNIT  
ROOM 161A BUILDING 12  
STATE OFFICE CAMPUS  
ALBANY NY 12226

### Theodore Gorenflo

- C - Air Sampling Technician
- D - Inspector
- H - Project Monitor
- I - Project Designer



# United States Environmental Protection Agency

This is to certify that



Theodore Gorenflo

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226 as:



## In the Jurisdiction of:

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires December 16, 2025

LBP-I-1242837-1

Certification #

December 02, 2022

Issued On

Ben Conetta, Chief

Chemicals and Multimedia Programs Branch

