Exterior Marble Restoration

BUFFALO AND ERIE COUNTY PUBLIC LIBRARY

1 Lafayette Square
Buffalo, NY, 14203
DATE: October 6, 2026

PROJECT #: 2025-812-03
BID DATE: November 12, 2026



LICENSE EXPIRATION DATE: 08/31/2029

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

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ERIE COUNTY DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE COMMISSIONER

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COUNTY OF ERIE
NOTICE TO BIDDERS
Buffalo and Erie County Public Library
EXTERIOR MARBLE RESTORATION
ECDPW PROJECT NO. 2025-812-03

Sealed bids for General 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 10:00 AM local time on November 12, 2026; 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 so that contact information is captured by ECDPW for bid addenda and communication.

A Pre-Bid Conference/Site visit will be held at 10:00 AM on October 21, 2026. Contractors are to convene at the main entrance ramp facing Washington St 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:October 6, 2026

New York State Department of State
Division of Corporations, State Records and Uniform Commercial Code
One Commerce Plaza, 99 Washington Avenue
Albany, NY 12231-0001
www.dos.ny.gov

Local Law Filing

(Use this form to file a local law with the Secretary of State.)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

☑ **County** ☐ **City** ☐ **Town** ☐ **Village**
(Select one:)

of Erie

Local Law No. 2 **of the year 20**21

A local law updating and reforming Erie County's Requirements for
(Insert Title)
Lowest Responsible Bidding on County Construction Projects and
Repealing and Replacing Local Law 1-2009 in its entirety.

Be it enacted by the Erie County Legislature **of the**
(Name of Legislative Body)

☑ **County** ☐ **City** ☐ **Town** ☐ **Village**
(Select one:)

of Erie **as follows:**

Section 1. Legislative Intent.

The Erie County Legislature hereby finds, declares and determines that:

A. New York General Municipal Law Section 103 requires that all contracts entered into by the County of Erie for public work involving an expenditure of more than thirty-five thousand dollars ($35,000) shall be awarded to the lowest responsible bidder.

B. Taxpayers have a strong interest in an effective screening process to ensure that appropriate contractors be awarded public works contracts. A thorough evaluation process ensures that the taxpayers get a proper return on their investment and that qualified contractors are awarded bids.

(If additional space is needed, attach pages the same size as this sheet, and number each.)

C. General Municipal Law § 103(15)(a) recognizes the need for this process and provides that municipalities, such as the County of Erie, may establish guidelines governing the qualifications of bidders seeking to bid or enter into such contracts.

D. By enacting this Local Law, the County of Erie seeks to establish such guidelines in order to assure the prudent and economical use of public moneys for the benefit of all the inhabitants of the County.

Section 2. Short Title.

This Local Law shall be known as "the Erie County Lowest Responsible Bidder Law".

Section 3. Applicability.

This Local Law shall apply to County of Erie construction projects, defined herein, in excess of $35,000 and advertised for bids on or after the effective date of this Local Law.

Section 4. Definitions.

A. "The County of Erie" or "County" as used herein shall include the political subdivision known as the County of Erie as well as those County Departments responsible for letting public works contracts.

B. "Bidder" or "bidders" as used herein shall include individuals, companies, partnerships or other entities that respond to requests for bids issued by the County of Erie.

C. "Construction Projects" as used herein shall mean projects with a value in excess of $35,000 where the County of Erie 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 the County of Erie funds directly, projects that the County of Erie 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 the County of Erie government; and construction projects built under the County of Erie's direction and later paid for with County of Erie funds.

D. "Commissioner" as used herein shall mean the Commissioner of the County of Erie Department that is requesting bids and/or his or her designee.

E. "Responsible" or "responsibility" as used herein means the financial ability, legal capacity, integrity, past performance of a business entity and compliance with applicable laws and regulations and as such terms have been interpreted relative to public procurements.

F. "Responsive" as used herein means a bidder meeting the minimum specifications or requirements as prescribed in the request for bids.

G. "Responsibility Questionnaire" shall mean the current the New York Vendor Responsibility Questionnaire For-Profit Construction (CCA-2), as maintained by the New York Office of the State Comptroller, and as may be amended from time to time, which requires all bidders to answer questions demonstrating their financial ability, legal capacity, integrity, past performance on municipal contracts and compliance with applicable laws and regulations. Such Questionnaire shall be affirmed by a principal of the bidder.

Section 5. Requirements.

A. By submitting bids in response to solicitations from the County of Erie, all bidders and sub-bidders (including sub-sub bidders) for construction projects funded by the County of Erie, acknowledge the terms and conditions of this Local Law and agree that they shall comply with the obligations of this Local Law.

B. In addition to the bid response, all bidders shall complete and submit a Responsibility Questionnaire as defined in Section 4 so that the County can evaluate the financial responsibility and organizational capacity of the bidder; the bidder's legal authority to do business in this County and State; the integrity of the owners, officers, principals, members and contract managers and the past performance of the bidder on prior municipal or public contracts. The completed Responsibility Questionnaire must be submitted with the bid.

C. Failure to submit the completed Responsibility Questionnaire with the bid documents shall render the bid non-responsive and the bid shall not be considered by the Commissioner.

Section 6. Procedure.

A. Bids for construction projects to which this Local Law applies shall be advertised in accordance with the requirements of the General Municipal Law and other applicable State and Local Laws. Such advertisement shall set forth the request for bids and shall set forth the deadline for submission and the time and place of the public opening of the bids.

B. The Commissioner, or his or her designee, shall distribute to all bidders a copy of this Local Law and the Responsibility Questionnaire referenced above. Distribution of the aforementioned documents shall be deemed effectuated when delivered in the same manner as the request for bids and any associated documents. The submission of a bid shall establish that the bidder received all necessary documents, including but not limited to, the Responsibility Questionnaire.

C. Only Bids accompanied by the Responsibility Questionnaire and all other necessary documentation will be considered by the Commissioner and or his or her designee.

D. All bids received shall be publicly opened and read at the time and place so specified in the advertisement for bids and the identity of all bidders shall be publicly disclosed at the time and place so specified. The apparent lowest bidder shall be announced at that time.

E. Commencing on the date of the bid opening and lasting for ten (10) calendar days thereafter, there shall be a public comment period during which members of the public may submit information relative to any such bidder to the Commissioner. The Commissioner shall acknowledge receipt of such information, and provide a written response prior to the final determination of bidder responsibility.

F. After review of the bid documents, the information collected pursuant to this and other Local Laws, New York State Law, applicable rules and regulations, consideration of the information provided in the Responsibility Questionnaire and of the financial ability, legal capacity, integrity, past performance of the bidder and compliance with applicable laws and regulations, the Commissioner shall determine if the apparent lowest bidder is responsible.

H. If the amount of the lowest responsible bidder appears disproportionately low when compared with estimates undertaken by or on behalf of the County of Erie, and/or compared to other bids submitted (10% or greater disparity), the County reserves the right to inquire further of the apparent lowest bidder to determine whether the bid contains mathematical errors, omissions and/or erroneous assumptions, and whether the apparent lowest bidder has the capability to perform and complete the contract for the bid amount.

I. If the apparent lowest bidder is deemed responsible by the Commissioner, such low bidder will be notified, as soon as is practicable.

J. At least five (5) business days prior to the award of the contract to the low bidder, the Commissioner shall post on the Erie County Website a listing of the three apparent lowest bidders for the work.

Section 7. Non-Responsibility Determination.

A. If, after review of the bid documents, the information collected pursuant to this and other Local Laws, New York State Law, applicable rules and regulations, consideration of the information provided in the Responsibility Questionnaire and of the financial ability, legal capacity, integrity, past performance of the bidder and compliance with applicable laws and regulations, the Commissioner makes a provisional determination that the apparent lowest bidder is deemed not to be responsible, the provisions of subdivisions C-E herein shall apply.

B. In the event the bidder is found to have falsified information on a submitted Responsibility Questionnaire or if the bidder fails to properly disclose information that would call into question the financial ability, legal capacity, integrity, or past performance of the business entity, the Commissioner shall make a provisional determination that the bidder is not responsible subject to the provisions of subdivisions C-E herein.

C. Not less than five (5) business days prior to any final determination that the apparent lowest bidder is not responsible, the County shall notify the affected bidder of the same, in writing, stating the reasons therefore and setting forth a time, date and place for the apparent lowest bidder to appear and be heard on the issue of non-responsibility. Mailing via first class mail to the address provided by bidder shall constitute sufficient service of the notice.

D. At the date, time and place set forth above, the bidder may appear in person, with or without counsel or via affidavit. After due consideration, the Commissioner shall make a determination with regard to responsibility. Such determination may be appealed pursuant to the CPLR.

E. If the apparent lowest bidder is deemed not to be responsible, then the next lowest bidder will be reviewed and so on until the lowest bidder is deemed responsible and selected as the lowest responsible bidder. The Commissioner reserves the right to award the contract to the bidder determined to be the lowest responsible bidder or to reject all bids and rebid the contract in accordance with the General Municipal Law.

Section 8. Ongoing Responsibility.

A. The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

B. Any resident of Erie County who has reason to believe that an awarded contractor is not responsible, may submit to the Commissioner evidence as to why the contractor or subcontractor is not responsible. The Commissioner shall acknowledge receipt of such evidence, and provide a written response within fifteen (15) calendar days.

C. The Commissioner may, upon receipt of such information, conduct a further investigation into whether or not the contractor is responsible and prior to making any determination of non-responsibility shall proceed in accordance with the process set forth in Section 7 above.

Section 9. Sanctions.

A. Any contractor or subcontractor, its alter ego or control group, or principal officer who has, after the opportunity to be heard as set forth above, been determined by the Commissioner to be non-responsible, shall be barred from bidding on contracts for the County of Erie for a period of six months for the first violation. In the event the bidder subsequently fails to comply with the provisions of this Local Law on future bids, it may be subject to additional penalties, including prohibition against work on County contracts for three years for the second violation, and permanently for the third violation.

Section 10. Emergency.

A. Notwithstanding the provisions of this Local Law, in the case of a public emergency arising out of an accident or any other unforeseen occurrence or condition whereby circumstances affecting public buildings, public property or the life, health, safety or property of the inhabitants of the County of Erie, which requires immediate action which cannot await competitive bidding or competitive offering, contracts for public work may be let by the appropriate officer, board or agency of the County of Erie without competitive bidding and as it otherwise deems appropriate.

Section 11. 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 12. Effective Date.

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:

Timothy Meyers
April N.M. Baskin
Howard Johnson

(Complete the certification in the paragraph that applies to the filing of this local law and strike out that which is not applicable.)

1. (Final adoption by local legislative body only.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, in accordance with the applicable provisions of law.
(Name of Legislative Body)

2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer*.)

I hereby certify that the local law annexed hereto, designated as local law No. 2 of 20 21 of the (County) [redacted] of Erie was duly passed by the Erie County Legislature on February 4 2021, and was (approved)(~~not approved~~)
(Name of Legislative Body)

(~~repassed after disapproval~~) by the Eric County Executive and was deemed duly adopted
(Elective Chief Executive Officer)*

on March 1 20 2 1, in accordance w ith the applicable provisions of law.

3. (Final adoption by referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved)
(Name of Legislative Body)

(repassed after disapproval) by the _____ on _____ 20____.
(Elective Chief Executive Officer)*

Such local law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on _____ 20____, in accordance with the applicable provisions of law.

4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved)
(Name of Legislative Body)

(repassed after disapproval) by the _____ on _____ 20____. Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of _____ 20____, in accordance with the applicable provisions of law.
(Elective Chief Executive Officer)*

* Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairperson of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.

5. (City local law concerning Charter revision proposed by petition.)
I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the City of _____ having been submitted to referendum pursuant to the provisions of section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on _____ 20____, became operative.

6. (County local law concerning adoption of Charter.)
I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the County of _____State of New York, having been submitted to the electors at the General Election of November _____ 20____, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)
I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph 2 above.

_____
Clerk of the county legislative body, City, Town or Village Clerk or officer designated by local legislative body

(Seal)

Date: March 2, 2021

A Public Hearing was held on the foregoing **Local Law Intro. No. 7-1-2020** on **February 23, 2021** due notice thereof having been published in the official newspapers of the County of Erie designated for this purpose, and after due deliberation thereon, I, MARK C. POLONCARZ, County Executive of Erie County, do hereby APPROVE and SIGN said Local Law this 1 day of March, 2021.

Mark C. Poloncarz

A Public Hearing was held on the foregoing Local Law Intro. **No. 7-1-2020** on **February 23, 2021** due notice thereof having been published in the official newspapers of the County of Erie designated for this purpose, and after due deliberation thereon, I, MARK C. POLONCARZ, County Executive of Erie County, do hereby DISAPPROVE and VETO said Local Law this ____ day of _____, 2021.

_____
Mark C. Poloncarz

INFORMATION FOR BIDDERS

1. THE PROJECT CONSISTS OF:

A. General Construction Work, including but not limited to, removal and replacement of sealant around building exterior, epoxy and dutchman repairs at designated locations, cleaning of exterior.

2. RECEIPT AND OPENING OF PROPOSALS

A. Sealed bids for the project will be received by the Department of Public Works, Office of the Commissioner, 14th Floor, Rath County Office Building, 95 Franklin Street, Buffalo NY 14202 until 10:00 AM local time on Thursday, November 12, 2026, 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: CPL Architects, Engineers, and Landscape Architect, D.P.C.

B. Direct all inquiries concerning these documents to:

Name: Paul Dudkowski, A.I.A.

Address: 726 Exchange Street, Suite 920, Buffalo NY 14210

Phone: (716) 218-4734

E-Mail: pdudkowski@cplteam.com

4. SITE VISITATION / PRE-BID CONFERENCE

A. A Pre-Bid Conference will be held at 10:00 AM on October 21 at the Main Entrance Ramp 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 1 Lafayette Square.

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:

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 competed 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.

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.

5) Public Work Contractor and Subcontractor Registration. All Contractors and subcontractors submitting bids or performing construction work on public work projects or private projects covered by Article 8 of the Labor Law are required to register with the New York State Department of Labor (NYSDOL) under Labor Law Section 220-i.

Projects subject to Article 8 of the Labor Law include those covered by Labor Law Sections 224-a (public subsidy funded projects), 224-d (renewable energy systems), 224-e (broadband projects), 224-f (climate risk-related and energy transition projects, and roadway excavations.)

Contractors need to register before submitting any new bids or commencing new work on a covered project on or after December 30, 2024. Subcontractors need to register before commencing new work on a covered project on or after December 30, 2024. NYSDOL encourages all contractors and subcontractors to register as soon as possible to obtain a Certificate of Registration to avoid negatively impacting a bidding period or project schedule.

https://dol.ny.gov/public-work-contractor-and-subcontractor-registry-landing

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.

1) For the purposes of bidding and planning when the work can begin, the Notice To Proceed can expect to be issued within 90 days of the bid opening and therefore all work specified within a given contract shall be planned accordingly by the lowest responsible bidder to commence without delay or extra compensation from the County within that timeframe. Once the Notice To Proceed is issued, the contractor is responsible for completing the work within the specified completion time on the bid proposal by the contractor, unless otherwise approved by the County.

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, November 5, 2026. Requests for interpretation or correction (RFI) shall be submitted to the Architect no later than 3:00 PM on Friday, October 30, 2026.

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.

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

Kathy Hochul, Governor

Roberta Reardon, Commissioner

Erie County DPW

Rebecca Offermann
95 Franklin St
14th Floor
Buffalo NY 14202

Schedule Year 2026 through 2027
Date Requested 09/15/2026
PRC# 2026026920

Location BECPL Downtown Library
Project ID#
Project Type Replacement of sealant around exterior marble panels and windows, dutchman and epoxy repairs at select locations around exterior, washing of exterior marble panels.

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

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

The schedule is effective from July 2026 through June 2027. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

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

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

Introduction

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

Contractor Registry

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

For additional information, please visit online.

Responsibilities of the Department of Jurisdiction

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

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

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

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

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

Hours

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

Wages and Supplements

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

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

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

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, contemperaneous, true, and accurate payroll records. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

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

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

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

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

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

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

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

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

Withholding of Payments

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

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

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

Summary of Notice Posting Requirements

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

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

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

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

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

Apprentices

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

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

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 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.

Erie County DPW

Rebecca Offermann
95 Franklin St
14th Floor
Buffalo NY 14202

Schedule Year 2026 through 2027
Date Requested 09/15/2026
PRC# 2026026920

Location BECPL Downtown Library
Project ID#
Project Type Replacement of sealant around exterior marble panels and windows, dutchman and epoxy repairs at select locations around exterior, washing of exterior marble panels.

Notice of Contract Award

New York State Labor Law, Article 8, Section 220.3a requires that certain information regarding the awarding of public work contracts, be furnished to the Commissioner of Labor. One "Notice of Contract Award" (PW 16, which may be photocopied), **MUST** be completed for **EACH** prime contractor on the above referenced project.

Upon notifying the successful bidder(s) of this contract, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

Contractor Information
All information must be supplied

Federal Employer Identification Number: _____

Name: _____

Address: _____

_____

City: _____ State: _____ Zip: _____

Amount of Contract: $_____

Approximate Starting Date: ____/____/____

Approximate Completion Date: ____/____/____

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

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12226

Social Security Numbers on Certified Payrolls:

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

For these reasons, the substitution of the use of the last four digits of the social security number on certified payrolls submitted to contracting agencies on public work projects is now acceptable to the Department of Labor. This change does not affect the Department's ability to request and receive the entire social security number from employers during its public work/ prevailing wage investigations.

Construction Industry Fair Play Act: Required Posting for Labor Law Article 25-B § 861-d

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site. Failure to post the notice can result in penalties of up to $1,500 for a first offense and up to $5,000 for a second offense. The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, https://dol.ny.gov/public-work-and-prevailing-wage
If you have any questions concerning the Fair Play Act, please call the State Labor Department toll-free at 1-866-435-1499 or email us at: dol.misclassified@labor.ny.gov .

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

Effective June 23, 2020

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

(12.20)

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

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

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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.

NEW YORK STATE OF OPPORTUNITY. Department of Labor

Required Notice under Article 25-B of the Labor Law

Attention All Employees, Contractors and Subcontractors: You are Covered by the Construction Industry Fair Play Act

The law says that you are an employee unless:

- You are free from direction and control in performing your job, **and**
- You perform work that is not part of the usual work done by the business that hired you, **and**
- You have an independently established business.

Your employer cannot consider you to be an independent contractor unless all three of these facts apply to your work.

It is against the law for an employer to misclassify employees as independent contractors or pay employees off the books.

Employee Rights: If you are an employee, you are entitled to state and federal worker protections. These include:

- Unemployment Insurance benefits, if you are unemployed through no fault of your own, able to work, and otherwise qualified,
- Workers' compensation benefits for on-the-job injuries,
- Payment for wages earned, minimum wage, and overtime (under certain conditions),
- Prevailing wages on public work projects,
- The provisions of the National Labor Relations Act, and
- A safe work environment.

It is a violation of this law for employers to retaliate against anyone who asserts their rights under the law. Retaliation subjects an employer to civil penalties, a private lawsuit or both.

Independent Contractors: If you are an independent contractor**, you must pay all taxes and Unemployment Insurance contributions required by New York State and Federal Law.**

Penalties for paying workers off the books or improperly treating employees as independent contractors:

• **Civil Penalty**	First offense: Up to $2,500 per employee Subsequent offense(s): Up to $5,000 per employee
• **Criminal Penalty**	First offense: Misdemeanor - up to 30 days in jail, up to a $25,000 fine and debarment from performing public work for up to one year. Subsequent offense(s): Misdemeanor - up to 60 days in jail or up to a $50,000 fine and debarment from performing public work for up to 5 years.

If you have questions about your employment status or believe that your employer may have violated your rights and you want to file a complaint, call the Department of Labor at (866) 435-1499 or send an email to dol.misclassified@labor.ny.gov. All complaints of fraud and violations are taken seriously. You can remain anonymous.

Employer Name:

IA 999 (09/16)

WE ARE YOUR DOL

NEW YORK STATE Department of Labor

New York State Department of Labor
Bureau of Public Work

Attention Employees

THIS IS A:

PUBLIC WORK PROJECT

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

Your pay stub and wage notice received upon hire must clearly state your wage rate and supplement rate.

Chapter 629 of the Labor Laws of 2007:

These wages are set by law and must be posted at the work site. They can also be found at: https://dol.ny.gov/bureau-public-work

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

Albany	(518) 457-2744	Patchogue	(631) 687-4882
Binghamton	(607) 721-8005	Rochester	(585) 258-4505
Buffalo	(716) 847-7159	Syracuse	(315) 428-4056
Garden City	(516) 228-3915	Utica	(315) 793-2314
New York City	(212) 932-2419	White Plains	(914) 997-9507
Newburgh	(845) 568-5287		

* For New York City government agency construction projects, please contact the Office of the NYC Comptroller at (212) 669-4443, or www.comptroller.nyc.gov – click on Bureau of Labor Law.

Contractor Name: _____

Project Location: _____

Requirements for OSHA 10 Compliance

Article 8 §220-h requires that when the advertised specifications, for every contract for public work, is $250,000.00 or more the contract must contain a provision requiring that every worker employed in the performance of a public work contract shall be certified as having completed an OSHA 10 safety training course. The clear intent of this provision is to require that all employees of public work contractors, required to be paid prevailing rates, receive such training “prior to the performing any work on the project.”

The Bureau will enforce the statute as follows:

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

Proof of completion may include but is not limited to:

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

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

Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-457-5589.

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 requirement s 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.

*Contractor Registry (LL 220-I):
Labor Law Section 220-i requires that contractors obtain a Contractor Registry certificate of registration prior to bidding on or commencing work on a public or private project subject to prevailing wage requirements. Subcontractors also are prohibited from commencing work on covered employment unless they have received a Contractor Registry certificate. Contractors are required to submit their Certificate of Registration with their bid materials. A public database is available online to confirm registration at data.ny.gov to confirm registration validity. For additional information on how to register and the requirements, visit https://dol.ny.gov/public-work-contractor-and-subcontractorregistry-
landing.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the projects date of completion. Additionally, as per Article 6 of the Labor Law, contractors and subcontractors are required to establish, maintain, and preserve for not less that 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.

Payroll records and transcripts are required to be kept on site during all the time that work under that contract is being performed.

NOTE: *For more detailed information regarding Article 9 prevailing wage contracts, please refer to "General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts".*

If you have any questions concerning the attached schedule or would like additional information, please write to:

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

OR

Contact the nearest BUREAU of PUBLIC WORK District Office

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

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. 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. Please Note: Updates to the Wage Schedule shall be made on a quarterly basis.

All contractors and subcontractors are required to pay the current prevailing rates of wages and supplements. If you have any questions please contact the Bureau of Public Work or visit the New York State Department of Labor website (www.labor.ny.gov) for current wage rate information.

Shift Work

If the timeline of the contract requires shift work be performed to meet deadlines, the BPWE will enforce the shift work rate as the required rate on the project whether or not shift work is specifically addressed in the contract.

Paid Prenatal Leave

Every employer shall be required to provide to its employees twenty hours of paid prenatal personal leave during any fifty-two week calendar period. Paid prenatal personal leave shall mean leave taken for the health care services received by an employee during their pregnancy or related to such pregnancy, including physical examinations, medical procedures, monitoring and testing, and discussions with a healthcare provider related to the pregnancy. Paid prenatal personal leave may be taken in hourly increments. Benefits for paid prenatal personal leave shall be paid in hourly installments. Employees shall receive compensation at the employee's regular rate of pay, or the applicable minimum wage established by the labor law, whichever is greater, for the use of Paid Prenatal leave.

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 — 09/01/2026

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:	07/01/2026	01/01/2027 Additional
Boilermaker	$ 41.50	$ 2.50*

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

* To be allocated at a later date.

SUPPLEMENTAL BENEFITS
Per hour: $ 32.38
+ 1.49*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
Terms at 6 Months

1st	2nd	3rd	4th	5th	6th	7th	8th
65%	65%	70%	75%	80%	85%	90%	95%

Supplemental Benefits per hour:

All Terms: $ 32.38
+ 1.49*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

12-7

Broadband — 09/01/2026

JOB DESCRIPTION Broadband **DISTRICT** 4

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, Orleans, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

PARTIAL COUNTIES
Orange: Only in the Village of Greenwood Lake, Village of Highland Falls, Town of Tuxedo, and Town of Patterson

WAGES
NOTE: Applies to all public work and covered private projects, including those receiving ConnectAll funding subject to New York State Labor Law §224-E, solicited on or after July 1,2025. For all other projects solicited prior to July 1,2025 please see LINEMAN ELECTRICIAN(1)-TELEDATA

Per Hour:	07/01/2026	08/04/2026
Field Tech Install/Repair*	$ 52.85	$ 54.44

For outside work (excluding installation on building construction/alteration/renovation projects), stopping at first point of attachment (demarcation), installing/maintaining/repairing broadband internet service.

"Broadband", "Broadband Service", or "Broadband Internet" means mass-market retail service by wire or radio that provides the capability to transmit data to and receive data from all or substantially all internet endpoints, including any capabilities that are incidental to and enable the operation of the communications service, but excluding dial-up internet access service.

*NOTE: EXCLUDES work within ten(10) feet of High Voltage (600 Volts and over) transmission lines. Please see LINEMAN rates.
*NOTE: Does not include the operation of equipment. Please see applicable OPERATING ENGINEER rates.
*NOTE: Does not include Groundmen/Flagger/Flagmen. Please see LABORER/LABORER-HEAVY/HIGHWAY rates.

SUPPLEMENTAL BENEFITS
Per Hour:

$ 23.24

OVERTIME PAY
See (B, K, *R) on OVERTIME PAGE
* Two and one half times the hourly rate after the 8th hour

HOLIDAY
Paid: See (5, 6, 7, 11, 12) on HOLIDAY PAGE
Overtime: See (5, 6, 7, 11, 12) on HOLIDAY PAGE

4-CWA-Dist2

Carpenter - Building — 09/01/2026

JOB DESCRIPTION Carpenter - Building **DISTRICT** 12

ENTIRE COUNTIES
Erie

PARTIAL COUNTIES
Cattaraugus: : Townships of Persia and Perrysburg

WAGES

Per hour:	07/01/2026	07/01/2027 Additional	07/01/2028 Additional
Carpenter	$ 38.47	3.50*	2.50*
Certified Welder	41.47	3.50*	2.50*
Diver-Wet Day	63.47	3.50*	2.50*
Diver-Dry Day	39.97	3.50*	2.50*

* To be allocated at a later date.

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (per hour worked):
- When an employee performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require employees to be furnished and use or wear required forms of personal protection, then the employee shall receive their regular hourly rate plus $1.50 per hour.

- Certified Welders shall receive $ 3.00 per hour over the Journeyworker's rate of pay when the employee is required to be certified and performs DOT or ABS specified welding work.

- Depth pay for Divers based upon deepest depth on the day of the dive (per diem payment):

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 for Divers based upon deepest penetration on the day of the dive (per diem payment):

0' to 50'	no additional fee
51' to 100'	additional $0.75 per foot
101'and deeper	additional $1.25 per foot

- Diver rates applies to all hours worked on dive day.

SHIFT WORK
On Contracting Agency mandated shift work, the following rates will be applicable:
1st Shift - Regular Rate
2nd Shift - Premium of 10% of base wage per hour
3rd Shift - Premium of 15% 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.

SUPPLEMENTAL BENEFITS
Per hour worked:

Carpenter(s)	$ 30.16
Diver(s)	30.16

OVERTIME PAY

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

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

REGISTERED APPRENTICES
Wages per hour:
One year terms at the following percentage of Journeyman's base wage:

Carpenter Apprentices:

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

Supplemental Benefits per hour worked:

1st	2nd	3rd	4th
$13.30	$13.30	$15.90	$15.90

ADDITIONAL AMOUNTS PAID PER HOUR WORKED TO APPRENTICES FOR SPECIFIC TYPES OF WORK PERFORMED:
- Certified Welders shall receive $ 3.00 per hour over the apprentice's rate of pay when the apprentice is required to be certified and performs DOT or ABS specified welding work.
- When an apprentice performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require the apprentice to be furnished and use or wear required forms of personal protection, then the apprentice shall receive his regular hourly rate plus $ 1.50 per hour.

12-276B-Cat

Carpenter - Building / Heavy&Highway — 09/01/2026

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:	07/01/2026	07/01/2027 Additional
Carpenter - ONLY for Artificial Turf/Synthetic Sport Surface	$ 39.69	$ 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 worked:

Journeyworker	$ 27.84

OVERTIME PAY
See (B, E, Q) 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. Whan a holiday falls upon a Sunday, it shall be observed on the following Monday.
An employee taking an unexcused day off the regularly scheduled day before or after a paid Holiday shall not receive Holiday pay.

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

1st	2nd	3rd	4th

65%	70%	75%	80%

Supplemental Benefits per hour worked:

$ 19.08	$ 19.69	$ 21.86	$ 22.47

2-42AtSS

Carpenter - Heavy&Highway — 09/01/2026

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

ENTIRE COUNTIES
Erie

WAGES

Per hour:	07/01/2026	07/01/2027 Additional
Carpenter	$ 45.23	$ 2.65*
Pile Driver	45.23	
Diver-Wet Day	70.23	
Diver-Dry Day & Dive Tender	46.23	
Effluent & Slurry Diver-Wet Day	105.35	
Effluent & Slurry Diver-Dry Day	69.34	

* To be allocated at a later date.

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED (per hour worked):
- State or Federal designated hazardous site, requiring protective gear shall be an additional $2.50 per hour.
- Certified Welders when required to perform welding work will receive an additional $5.00 per hour.

ADDITIONAL NOTES PERTAINING TO DIVERS/TENDERS:
- The pilot of an ADS or submersible will receive one and one-half (1 1/2) times the Diver-Wet Day Rate for time submerged.
- All crew members aboard a submersible shall receive the Diver-Wet Day rate.
- Depth pay for Divers based upon deepest depth on the day of the dive (per diem payment):

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
201' or deeper	additional $1.50 per foot

- Penetration pay for Divers based upon deepest penetration on the day of the dive (per diem payment):

0' to 50'	no additional fee
51' to 100'	additional $0.75 per foot
101' to 200'	additional $1.00 per foot
201' or deeper	additional $1.25 per foot

- Diver rates apply to all hours worked on dive day.

SUPPLEMENTAL BENEFITS

Per hour worked:	
Carpenter(s)	$ 33.35
Pile Driver(s)	33.35
Diver(s)	33.35

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

HOLIDAY
Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
In the event a Holiday falls on a Saturday, the Friday before will be observed as a Holiday. If a Holiday falls on a Sunday, then Monday will be observed as a Holiday. Employee must work scheduled workday before and after the Holiday.

REGISTERED APPRENTICES
Wages per hour:
One year terms at the following percentage of Journeyman's wage:
Carpenter Apprentice:

07/01/2026	1st	2nd	3rd	4th
	65%	70%	75%	80%

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

07/01/2026	1st	2nd	3rd	4th
	65%	70%	75%	80%

Supplemental benefits Carpenter/Pile Driver per hour worked:

1st	2nd	3rd	4th
$20.27	$20.96	$23.20	$23.89

NOTE ADDITIONAL AMOUNTS PAID PER HOUR WORKED TO APPRENTICES FOR SPECIFIC TYPES OF WORK PERFORMED:
- State or Federal designated hazardous site, requiring protective gear shall be an additional $2.50 per hour.
- Certified welders when required to perform welding work will receive an additional $5.00 per hour.

12-276HH-Erie

Electrician — 09/01/2026

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:	07/01/2026	06/01/2027 Additional
Electrician*	$ 47.50	$5.50

* Includes teledata work

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.

SHIFT 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

SUPPLEMENTAL BENEFITS
Per hour:
$ 34.88*
* NOTE - add 6% 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	1000 to 2000	2000 to 3500	3500 to 5000	5000 to 6500	6500 to 8200
$ 23.75	$ 28.50	$ 30.90	$ 33.25	$ 35.65	$ 40.40

Supplemental benefits per hour:

0 to 2000	2000 to 6500	6500 to 8200
$ 15.55*	$ 27.10*	$ 34.88*

* NOTE - add 6% of the posted straight time or applicable premium wage rate.

3-41

Elevator Constructor — 09/01/2026

JOB DESCRIPTION Elevator Constructor **DISTRICT** 3

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

WAGES

Per hour:	07/01/2026
Elevator Constructor	$ 65.07
Helper	45.55

SUPPLEMENTAL BENEFITS
Per hour:
$ 38.99
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 Journeyworker's wage:

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

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

Supplemental benefits per hour:
$ 38.99

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

3-14

Glazier — 09/01/2026

JOB DESCRIPTION Glazier **DISTRICT** 3

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

WAGES

Per hour:	07/01/2026
Glazier	$ 36.00
Working off Suspended Scaffold (Swing Stage)	$ 38.00

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker Glazier	$ 31.47

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE for Glazier and Glazier Apprentice
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 Journeyworker's wage:

1st	2nd	3rd	4th	5th	6th	7th	8th
$ 21.50	$ 22.50	$ 23.50	$ 24.50	$ 25.50	$ 26.50	$ 27.50	$ 28.50

Supplemental benefits per hour:

1st & 2nd terms	$ 8.65
3rd & 4th terms	11.15
5th & 6th terms	12.65
7th & 8th terms	14.15

3-660

Insulator - Heat & Frost — 09/01/2026

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:	07/01/2026	05/01/2027	05/01/2028	05/01/2029
		Additional	Additional	Additional
Heat & Frost Insulator	$ 40.65	$4.25	$4.50	$5.15

SUPPLEMENTAL BENEFITS
Per hour:
$ 31.54

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 Journeyworker's wage:

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

Supplemental Benefits per hour:

1st	$ 9.76
2nd	13.34
3rd	31.54
4th	31.54

3-4

Ironworker — 09/01/2026

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:	07/01/2026
Structural	$ 38.43
Ornamental	38.43
Layout	38.43
Rodmen	38.43
Reinforcing	38.43

Welders	38.43
Riggers & Mach. Movers	38.43
Curtain Wall Erector	38.43
Window Erector	35.88
Fence Erector	36.75

SHIFT WORK
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	$ 33.79
All others	35.29

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
$ 21.50	$ 23.50	$ 25.50	$ 27.50

Supplemental benefits per hour:

1st	2nd	3rd	4th
$ 15.85	$ 26.21	$ 27.69	$ 29.17

3-6

Ironworker — 09/01/2026

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: 07/01/2026

Structural	$ 38.25
Ornamental	38.25
Reinforcing	38.25
Rigger & Mach. Mover	38.25
Pre-Engineered	38.25
Fence Erector	38.25
Pre-Cast Erector	38.25
Welder	38.25
Window Erector	38.25

SHIFT WORK
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:

$ 35.80

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	$ 21.50
2nd term	23.50
3rd term	25.50
4th term	27.50

Supplemental benefits per hour:

1st term	$ 14.03
2nd term	22.12
3rd term	23.27
4th term	24.43

3-9

Laborer - Building — 09/01/2026

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: Asbestos Removal, Deleader.

CLASS F: Hazardous Waste Worker.

*For wearing of replaceable cartridge respirator in excess of 2 hours per day - add $1.00 to Group A rate.

Per hour:	07/01/2026
Building Laborer:	
CLASS A	$ 35.33
CLASS B	35.50
CLASS C	35.61
CLASS D	36.08
CLASS E	36.83
CLASS F	37.33

SUPPLEMENTAL BENEFITS
Per hour:
$ 28.25

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 Journeyworker's wage:

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

Supplemental benefits per hour:

$ 28.25

3-210b

Laborer - Heavy&Highway **09/01/2026**

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: 07/01/2026

Heavy/Highway Laborer:

GROUP A	$ 39.00
GROUP B	39.20
GROUP C	39.40
GROUP D	39.60

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 wearing of replaceable cartridge respirator in excess of 2 hours per day - add $1.00 to Group A rate.

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: 07/01/2026

Sewer/Water Laborer:

GROUP A	$ 39.00
GROUP B	39.10
GROUP C	39.15
GROUP D	39.25

GROUP E	39.60
GROUP F	40.00

For all Deleader & Asbestos work add $1.50 to Group A rate.
For all Hazardous waste work add $2.00 to Group A rate.

SHIFT WORK
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:

$ 31.31

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 Journeyworker's wage:

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

Supplemental benefits per hour:

$ 31.31

3-210h

Laborer - Tunnel — 09/01/2026

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:	07/01/2026
Tunnel Laborer:	
CLASS A	$ 40.50
CLASS B	40.65
CLASS C	40.75
CLASS D	41.25
CLASS E	41.35
CLASS F	41.75
CLASS G	42.00

For all Deleader & Asbestos work add $1.50 to Class A rate.
For all Hazardous waste add $2.00 to Class A rate.
For wearing of replaceable cartridge respirator in excess of 2 hours per day - add $1.00 to Group A rate.

SHIFT WORK
An additional $4.00 per hour is required when a single 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:
$ 31.31

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 Journeyworker's wage:

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

Supplemental benefits per hour:

$ 31.31

3-210t

Lineman Electrician — 09/01/2026

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.

Crane Operators: Operation of any type of crane on line projects.
Crawler Backhoe: Operation of tracked excavator/crawler backhoe with 1/2 yard bucket or larger on line projects.
Digging Machine Operator: All other digging equipment and augering on line projects.

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. Includes access matting for line work.

Per hour:	07/01/2026	05/03/2027	05/01/2028
Group A:			
Lineman, Technician	$ 64.37	$ 66.84	$ 69.47
Crane, Crawler Backhoe	64.37	66.84	69.47
Welder, Cable Splicer	64.37	66.84	69.47
Group B:			
Digging Mach. Operator	$ 57.93	$ 60.16	$ 62.52
Group C:			
Tractor Trailer Driver	$ 54.71	$ 56.81	$ 59.05
Groundman, Truck Driver	51.50	53.47	55.58

Equipment Mechanic	51.50	53.47	55.58
Group D:			
Flagger	$ 35.40	$ 36.76	$ 38.21

Additional 3% per hour above regular rate for entire crew when a helicopter is used. This will increase to 5% on May 03, 2027.

-----Below rates applicable on all electrical sub-stations, switching structures, fiber optic cable and all other work not defined as "Utility outside electrical work." Includes access matting for line work.

Group A:			
Lineman, Technician	$ 64.37	$ 66.84	$ 69.47
Crane, Crawler Backhoe	64.37	66.84	69.47
Cable Splicer	70.81	73.52	76.42
Certified Welder, Pipe Type Cable	$ 67.59	$ 70.18	$ 72.94
Group B:			
Digging Mach. Operator	$ 57.93	$ 60.16	$ 62.52
Group C:			
Tractor Trailer Driver	$ 54.71	$ 56.81	$ 59.05
Groundman, Truck Driver	51.50	53.47	55.58
Equipment Mechanic	51.50	53.47	55.58
Group D:			
Flagger	$ 35.40	$ 36.76	$ 38.12

Additional 3% per hour above regular rate for entire crew when a helicopter is used. This will increase to 5% on May 03, 2027.

-----Below rates applicable on all railroad catenary installation and maintenance, third rail installation, bonding of rails and pipe type cable and installation of fiber optic cable. Includes access matting for line work.

Group A:			
Lineman, Tech, Welder	$ 65.81	$ 68.34	$ 71.03
Crane, Crawler Backhoe	65.81	68.34	71.03
Cable Splicer	72.39	75.17	78.13
Certified Welder, Pipe Type Cable	69.10	71.76	74.58
Group B:			
Digging Mach. Operator	$ 59.23	$ 61.51	$ 63.93
Group C:			
Tractor Trailer Driver	$ 55.94	$ 58.09	$ 60.38
Groundman, Truck Driver	52.65	54.67	56.82
Equipment Mechanic	52.65	54.67	56.82
Group D:			
Flagger	$ 36.20	$ 37.59	$ 39.07

Additional 3% per hour above regular rate for entire crew when a helicopter is used. This will increase to 5% on May 03, 2027.

-----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. Includes access matting for line work.

Group A:			
Lineman, Tech, Welder	$ 67.10	$ 69.68	$ 72.43
Crane, Crawler Backhoe	67.10	69.68	72.43
Group B:			
Digging Mach. Operator	$ 60.39	$ 62.71	$ 65.19
Group C:			
Tractor Trailer Driver	$ 57.04	$ 59.23	$ 61.57
Groundman, Truck Driver	53.68	55.74	57.94
Equipment Mechanic	53.68	55.74	57.94

Group D:			
Flagger	$ 36.91	$ 38.32	$ 39.84

Additional 3% per hour above regular rate for entire crew when a helicopter is used. This will increase to 5% on May 03, 2027.

SHIFT WORK
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 %

SUPPLEMENTAL BENEFITS
Per hour:

	07/01/2026	05/03/2027	05/01/2028
Group A	$ 32.91*	$ 34.41*	$ 35.91*
Group B	$ 28.91*	$ 30.41*	$ 31.91*
Group C	$ 28.51*	$ 29.71*	$ 30.91*
Group D	$ 28.41*	$ 29.54*	$ 30.67*

*NOTE: Plus 7% of the hourly wage paid. The 7% is based on the straight time rate or the premium time rate.

OVERTIME PAY
See (B, E, Q, X) on OVERTIME PAGE. NOTE: Double time for all emergency work designated by the Contracting Agency.
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, 25) on HOLIDAY PAGE
Overtime	See (5, 6, 8, 15, 25) on HOLIDAY PAGE

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 Journeyworker's Lineman wage.

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

SUPPLEMENTAL BENEFITS per hour:

	07/01/2026	05/03/2027	05/01/2028
All terms:	$ 28.41*	$ 29.54*	$ 30.67*

*NOTE: Plus 7% of the hourly wage paid. The 7% is based on the straight time rate or the premium time rate.

6-1249a

Lineman Electrician - Teledata — 09/01/2026

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
NOTE: Applies to all public work and covered private projects, including those receiving ConnectAll funding subject to LL 224-E,solicited prior to July 1, 2025. For all projects, excluding dial-up internet access service, solicited on or after July 1, 2025, please see BROADBAND

Per hour:	07/01/2026	01/04/2027	01/03/2028	01/01/2029
Cable Splicer	$ 42.03	$ 43.30	$ 44.59	$ 45.93
Installer, Repairman	39.89	41.09	42.32	43.59
Teledata Lineman	39.89	41.09	42.32	43.59
Tech., Equip. Operator	39.89	41.09	42.32	43.59
Groundman/Flagger	21.14	21.78	22.43	23.10

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

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

SHIFT WORK
The following rates apply when the contracting agency mandates multiple shifts of at least five (5) days duration are worked. When two (2) or three (3) shifts are worked the following rates apply:

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

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 6.18 plus 4%*	$ 6.43 plus 5%*	$ 6.43 plus 6%*	$ 6.68 plus 7%*

*NOTE: The percentage (%) listed above is based on the hourly wage paid, straight time rate or premium time rate.

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE
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 — 09/01/2026

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.

Crane Operators: Operation of any type of crane on Traffic Signal/Lighting projects.
Crawler Backhoe: Operation of tracked excavator/crawler backhoe with 1/2 yard bucket or larger on Traffic Signal/Lighting projects.
Digging Machine Operator: All other digging equipment and augering on Traffic Signal/Lighting projects.

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.

Per hour:	07/01/2026	05/03/2027	05/01/2028
Group A:			
Lineman, Technician	$ 55.31	$ 57.40	$ 59.64
Crane, Crawler Backhoe	55.31	57.40	59.64
Certified Welder	58.08	60.27	62.62
Group B:			
Digging Machine	$ 49.78	$ 51.66	$ 53.68
Group C:			

Tractor Trailer Driver	$ 47.01	$ 48.79	$ 50.69
Groundman, Truck Driver	44.25	45.92	47.71
Equipment Mechanic	44.25	45.92	47.71
Group D:			
Flagger	$ 33.19	$ 34.44	$ 35.78

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.

SHIFT WORK

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%

SUPPLEMENTAL BENEFITS

Per hour:

	07/01/2026	05/03/2027	05/01/2028
Group A	$ 32.91*	$ 34.41*	$ 35.91*
Group B	$ 28.91*	$ 30.41*	$ 31.91*
Group C	$ 28.51*	$ 29.71*	$ 30.91*
Group D	$ 28.41*	$ 29.54*	$ 30.67*

*NOTE: Plus 7% of the hourly wage paid. The 7% is based on the straight time rate or the premium time rate.

OVERTIME PAY

See (B, E, Q, X) on OVERTIME PAGE.
NOTE: Double time for all emergency work designated by the Contracting Agency.
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, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 25) on HOLIDAY PAGE
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 Journeyworker's Lineman wage.

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

SUPPLEMENTAL BENEFITS per hour:

	07/01/2026	05/03/2027	05/01/2028
All terms:	$ 28.41*	$ 29.54*	$ 30.67*

*NOTE: Plus 7% of the hourly wage paid. The 7% is based on the straight time rate or the premium time rate.

6-1249a-LT

Lineman Electrician - Tree Trimmer — 09/01/2026

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 includes stump removal near underground energized electrical lines including telephone and CATV lines.

Per hour:	07/01/2026	01/01/2027	01/03/2027
Tree Trimmer	$ 34.67	$ 34.67	$ 36.23
Equipment Operator	30.67	30.67	32.05
Equipment Mechanic	30.67	30.67	32.05
Truck Driver	24.93	24.93	26.05
Groundman	20.53	20.53	21.45
Flagger	16.20	16.20*	16.93

* This rate may be subject to a minimum wage increase 01/01/2027.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 11.23*	$ 11.48*	$ 11.48*

*NOTE: Plus 4.5% of the hourly wage paid. The 4.5% is based on the straight time rate or the premium time rate.

OVERTIME PAY
See (B, E, Q, X) on OVERTIME PAGE
WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

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

6-1249TT

Mason - Building — 09/01/2026

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:	07/01/2026	04/01/2027 Additional	04/01/2028 Additional
Plasterer	$ 35.05	$3.00	$3.50

Additional $5.00/hr for work on swing stage over 19 feet.

SUPPLEMENTAL BENEFITS
Per hour:
$ 25.59

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:

	07/01/2026
0-2000	$ 24.00
2000-4000	$ 26.00
4000-6000	$ 28.00
6000-8000	$ 28.00

Supplemental benefits per hour:

Hour terms at the following dollar amounts:

0-2000	$ 1.00
2000-4000	$ 3.00
4000-6000	$ 4.00
6000-8000	$ 8.00

3-9-Pltr

Mason - Building 09/01/2026

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:	07/01/2026
Building:	
Bricklayer	$ 40.44
Stone Mason	40.44
Tuck Pointer	40.44

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 36.14

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
$ 30.57	$ 31.59	$ 34.01	$ 37.28

Supplemental benefits per hour:

1st	2nd	3rd	4th
$ 15.28	$ 21.94	$ 27.20	$ 31.62

5-3B-Z3

Mason - Building / Heavy&Highway 09/01/2026

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

ENTIRE COUNTIES
Erie, Niagara

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

WAGES

Per hour:	07/01/2026	07/01/2027 Additional	07/01/2028 Additional
Cement Mason	$ 38.00	$3.00	$3.00

Additional $1.00 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
$ 22.80	$ 24.70	$ 26.60	$ 28.50	$ 30.40	$ 32.30

Supplemental benefits per hour:

1st	2nd	3rd	4th	5th	6th
$ 8.86	$ 11.86	$ 11.80	$ 15.05	$ 17.20	$ 20.54

3-111Erie

Mason - Heavy&Highway — 09/01/2026

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: Enitre 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: 07/01/2026
Heavy & Highway:
Cement Mason $ 41.38
Bricklayer 41.38

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker $ 27.03

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 Journeyworker's wage:

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

Supplemental benefits per hour:

1st term	$ 15.78
2nd term	$ 25.07
3rd term	$ 25.56
4th term	$ 26.05

5-3h

Mason - Tile Finisher — 09/01/2026

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: 07/01/2026

Building:
Marble, Slate, Terrazzo and Tile Finisher $ 38.21

SUPPLEMENTAL BENEFITS
Per hour: $ 20.47

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
$ 24.07	$ 27.48	$ 31.22

Supplemental benefits per hour:

1st	2nd	3rd
$ 11.04	$ 13.52	$ 15.67

5-3TF - Z3

Mason - Tile Setter — 09/01/2026

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: 07/01/2026
Building:
Marble, Slate, Terrazzo and Tile Setter $ 40.00

SUPPLEMENTAL BENEFITS
Per hour: $ 36.08

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
$ 30.17	$ 31.10	$ 33.24	$ 37.17

Supplemental benefits per hour:

1st	2nd	3rd	4th
$ 15.38	$ 22.08	$ 27.57	$ 31.28

Millwright **09/01/2026**

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:	07/01/2026	07/01/2027 Additional	07/01/2028 Additional
Millwright - Power Generation	$ 50.00	$ 3.00*	$ 3.00*

* To be allocated at a later date.

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 they are directed to weld.
- 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) is 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:

Journeyworker	$ 28.45*

*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 Journeyworker'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 (500' and below)	1.00

SUPPLEMENTAL BENEFITS per hour:

Appr. 1st year	$ 11.96
Appr. 2nd year	23.50
Appr. 3rd year	25.15
Appr. 4th year	26.80

6-1163Power

JOB DESCRIPTION Millwright **DISTRICT** 12

ENTIRE COUNTIES
Erie, Genesee, Niagara

WAGES

Per hour:	07/01/2026	07/01/2027 Additional	07/01/2028 Additional
Building	$ 46.23	$3.50*	$3.50*
Heavy & Highway**	$ 49.73		

* To be allocated at a later date

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

**H/H work performed on hazardous waste sites where employees are required to wear protective gear shall receive an additional $2.00 per hour.

- If a building work site has been declared a hazardous site and the use of protective gear (including, at a minimum, air purifying canister-type chemical respirators) are required, then that employee shall receive a $1.50 premium per hour.

- 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.

- An employee performing work on site as a machinist shall receive $2.00 per hour in addition to the current Building & Heavy Highway 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 $ 32.29

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:

(1)year terms at the following percentage of Journeyworker's rate:

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

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

Certified Welder	$ 1.75
Hazardous Waste (Bldg)	1.50
Hazardous Waste (H/H)	2.00
Machinist	2.00
Underground (500' and below)	1.00

SUPPLEMENTAL BENEFITS per hour:

1st	2nd	3rd	4th
$ 11.96	$ 26.19	$ 28.22	$ 30.26

12-1163-Gen/Erie/Nia

Operating Engineer 09/01/2026

JOB DESCRIPTION Operating Engineer **DISTRICT** 12

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

PARTIAL COUNTIES

Genesee: The 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

	07/01/2026
Per Hour:	
Concrete Pump Operator (Up to 46 Meters)	$ 49.75
Concrete Pump Operator (46 Meters or Larger)	54.21

- Additional $ 2.50 per hour for Hazardous Work Sites.

SUPPLEMENTAL BENEFITS

	07/01/2026	01/01/2027
Per Hour:	$ 33.90	$ 34.15
At Time and a Half	38.50	38.75
At Double Time	43.10	43.35

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

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

12-17Pump

Operating Engineer - Building — 09/01/2026

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, Conveyor, Core Drill, Crane, Crusher, Decon of Equipment, Derrick, Dragline, Dredge, Drill Rig (Tractor Mounted), Dual Drum Paver, Electric Pump used in conjunction with Well Point Systems, Elevating Grader (self propelled or towed), Elevator, Excavator (all purpose, hydraulically operated), Farm Tractor with Accessories, Fine Grade Machine, Forklift, Front End Loader, Generator (10 outlets or more), Gradall, Grader, Grout or Gunite Machine, Head Tower, Heavy Equipment Robotics Operator/Mechanic, Helicopter (when used for hoisting), Hoist (one drum), Hoisting Engine, Horizontal Directional Drill Locator, Horizontal Directional Drill Operator, Hydraulic Boom, Hydraulic Hammer (self-propelled), Hydraulic Pipe Jack Machine (or similar type machine), Hydraulic Rock Expander (or similar type machine), Hydraulic System Pumps, Hydro Crane, Hydro Hammer (or similar type), Industrial Tractor, Jersey Spreader, Kolman Plant Loader (and similar type loaders), Laser Screed, Locomotive, Lubrication Truck, Maintenance Engineer, Maintenance, Lubrication Unit or Truck, Mine Hoist, Mixer for Stabilized Base (self-propelled), Monorail, Motorized Hydraulic Pin Puller, Motorized Hydraulic Seeder, Mucking Machine, Mulching Machine, Multiple Drum Hoist (more than one drum in use), Overhead Crane, Peine Crane (or similar type), Pile Driver, Plant Engineer, Pneumatic Mixer, Post Hole Digger and Driver, Power Broom, Pump Crete, Push Button Hoist, Push or Snatch Cat, Quarry Master or equivalent, Road Widener, Rock Bit Sharpener (all types), Roller (all), Rolling Machine (pipe), Rotomill, Scissors Trucks, Lift, or Boom Lift of any type (when used for hoisting), Scoopmobile, Shovel, SideBoom, Skidsteer/Bobcat (Similar Type), Skimmer, Slip Form Paver (CMI or similar type), Snorkel/Vacuum Truck, Strato-Tower, Stump Chipping Machine, Tire Truck and Drivers performing tire repair (exclude outside vendor), Towed Roller, Tractor Drawn Belt-Type Grader/Loader, Tractor Shovel, Tractor with Towed Accessories, Tractor (when using winch power), Tractors, Trencher, Truck Crane, Truck Mechanic and Helper (exclude Teamsters when repairing their own trucks), Tunnel Shovel, Tube Finisher (CMI and similar type), Ultra High Pressure Waterjet Cutting Tool System Operator/Mechanic, Vacuum Blasting Machine Operator/Mechanic, Vibratory Compactor, Vibro Tamp, Well Drilling Machine, Well Point, Winch, Winch Truck with A Frame.

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

Per hour:	07/01/2026	07/01/2027 Additional
Class A	$ 52.53	$ 6.00*
Class B	48.03	
Crane Operator:		
5 to 110 tons	57.53	
111 to 199 tons	58.53	
200 to 599 tons	59.53	
600 to 999 tons	61.53	
1000 tons +	62.53	
Tower Crane	58.53	

Cranes in Luffer Configuration additional $5.00/Hr.
Cranes with external ballast (tray or wagon) additional $5.00/Hr.

Additional $2.50/hr. for Hazardous Work Site
Additional $1.00/hr. for Tunnel Work
Additional $8.00/hr. for Contracting agency Mandated Shift Work (Projects Bid After 7/1/2025)

* To be allocated at a later date.

SUPPLEMENTAL BENEFITS
Per Hour:

Journeyworker	$ 37.39
At Time and one Half	46.11
At Double Time	54.83

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

- Overtime rate is 1.5X the hourly wage plus $9.93/Hr.
- Double-Time calculation rate is 2X the hourly wage plus $19.85/Hr.

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

REGISTERED APPRENTICES
Wages per hour:
1 year Terms at the following wages:

1st	2nd	3rd	4th
$ 45.03	$ 46.03	$ 47.03	$ 48.03

Supplemental benefits Per Hour:

All Apprentices	$ 36.99
At Time and One Half	45.51
At Double Time	54.03

12-17b

Operating Engineer - Heavy&Highway **09/01/2026**

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:	07/01/2026
Class 1	$ 56.00
Class 2(A)	54.50
Class 2(B)	57.50
Class 3	50.00
Class 4	45.50

Additional to be paid when working with Hazardous/Toxic Waste (based on EAP levels):
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	$ 36.81

OVERTIME PAY
See (B, E, I, *S, X) 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 — 09/01/2026

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 Saw (self propelled), Conveyor, Convoying Vehicles Convoying Engineer's Equipment, Core Drill, Crane, Crusher, Decontamination of Equipment, Derrick, Dragline, Dredge, Drill Rig (Tractor Mounted), Dual Drum Paver, Electric Pump used in conjunction with Well Point Systems, Elevating Grader (self propelled or towed), Elevator, Excavator (all purpose, hydraulically operated), Farm Tractor with Accessories, Fine Grade Machine, Forklift, Front End Loader, Gradall, Grader, Grout or Gunite Machine, Head Tower, Heavy Equipment Robotics Operator/Mechanic, Hoist (all types), Hoisting Engine, Horizontal Directional Drill Locator, Horizontal Directional Drill Operator, Hydraulic Boom, Hydraulic Hammer (self propelled), Hydraulic Pipe Jack Machine, (or similar type machine), Hydraulic Rock Expander (or similar type machine), Hydraulic System Pumps, Industrial Tractor, Jersey Spreader, Kolman Plant Loader (and similar type Loaders), Laser Screed, Locomotive, Log Skidder (similar type), Maintenance Engineer, Maintenance, Lubrication Unit or Truck, Mine Hoist, Mixer for Stabilized Base (self propelled), Monorail, Motorized Hydraulic Pin Puller, Motorized Hydraulic Seeder, Mucking Machine, Mulching Machine, Overhead Crane, Parts Chasing, Peine Crane (or similar type), Pile Driver, Plant Engineer, Pneumatic Mixer, Post Hole Digger and Post Driver, Power Broom, Pump Crete, Push Button Hoist, Push or Snatch Cat, Quarry Master (or equivalent), Road Widener, Rock Bit Sharpener (all types), Roller (all), Rolling Machine (Pipe), Rotomill, Scoopmobile, Shovel, Side Boom, Skidsteer/Bobcat (similar type), Skimmer, Slip Form Paver (CMI or similar, first and second operator), Snorkel/Vacuum Truck, Strato-Tower, Tire Truck & Repair, Towed Roller, Tractor Drawn Belt-Type Grader/Loader, Tractor Shovel, Tractor with Towed Accessories, Tractors (when using winch power), Trencher, Truck Crane, Tug Boats, Tunnel Shovel, Tube Finisher (CMI and similar), Vacuum Blasting Machine Operator/Mechanic, Vibratory Compactor, Vibro Tamp, Waterjet Cutting Tool System Operator/Mechanic (Ultra High Pressure), Well Drilling Machine, Well Point, Winch, Winch Truck with A Frame.

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

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

Per hour:	07/01/2026	07/01/2027 Additional
Class A	$ 52.39	$ 5.50*
Class B	47.89	
Crane Operator:		
5 to 110 tons	57.39	
111 to 199 tons	58.39	
200 to 599 tons	59.39	
600 to 999 tons	61.39	
1000 tons +	62.39	
Tower Crane	58.39	

Cranes in Luffer Configuration additional $5.00/Hr.
Cranes with external ballast (tray or wagon) additional $5.00/Hr.

Additional $2.50/hr. for Hazardous Work Site
Additional $1.00/hr. for Tunnel Work
Additional $8.00/hr. for Contracting agency Mandated Shift Work (Projects Bid After 7/1/2025)

* To be allocated at a later date.

SUPPLEMENTAL BENEFITS
Per hour:

Journeymen	$ 37.36
At Time and a Half	$ 46.06
At Double Time	$ 54.77

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE
- Overtime rate is 1.5X the hourly wage plus $9.93/Hr
- Double-Time Calculation rate is 2X the hourly wage plus $19.85/Hr.

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

REGISTERED APPRENTICES
Wages per hour:
Apprentices at 1 year terms
07/01/2026

1st	2nd	3rd	4th
$ 44.89	$ 45.89	$ 46.89	$ 47.89

Supplemental Benefits

All Apprentices	$ 36.96
At Time and a Half	$ 45.46
At Double Time	$ 53.97

12-17 hh/sw/t

Operating Engineer - Survey Crew — 09/01/2026

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

ENTIRE COUNTIES
Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, 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, Tioga, Tompkins, Warren, Washington, Wayne, Wyoming, Yates

PARTIAL COUNTIES
Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.

WAGES
These rates apply to Building, Tunnel, and Heavy Highway.

Per hour:
SURVEY CLASSIFICATIONS:
Party Chief - One who directs a survey party and/or works independently.
Surveyor - One who operates the surveying instruments for measurements.
Survey Assistant - One who assists the Party Chief or Surveyor.

	07/01/2026	07/01/2027 Additional	07/01/2028 Additional
Party Chief	$ 56.64	$ 5.50*	$ 5.50*
Surveyor	52.74	$ 4.50*	$ 4.50*
Surveyor Assistant	36.00	$ 3.50*	$ 3.50*

Additional $3.00/hr. for Tunnel Work.
Additional $2.50/hr. for EPA or DEC certified toxic or hazardous waste work.

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS
Per hour worked:

Party Chief	$ 32.45
Surveyor	$ 32.45
Survey Assistant	$ 20.60

OVERTIME PAY
See (B, Q) on OVERTIME PAGE

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

REGISTERED APPRENTICES
WAGES: 1000 hour terms based on percentage of Surveyor wage:

07/01/2026

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

SUPPLEMENTAL BENEFIT per hour worked:
All Terms: $ 22.65

12-158-545 D.H.H.

Operating Engineer - Survey Crew - Consulting Engineer — 09/01/2026

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

ENTIRE COUNTIES
Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, 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, Tioga, Tompkins, Warren, Washington, Wayne, Wyoming, Yates

PARTIAL COUNTIES
Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.

WAGES
These rates apply to feasibility and preliminary design surveying, line and 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 and/or works independently
Surveyor - One who operates the surveying instruments for measurements
Survey Assistant - One who assists the Party Chief or Surveyor.

	07/01/2026	07/01/2027 Additional	07/01/2028 Additional
Party Chief	$ 56.64	$ 5.50*	$ 5.50*
Surveyor	52.74	$ 4.50*	$ 4.50*
Survey Assistant	36.00	$ 3.50*	$ 3.50*

Additional $3.00/hr. for Tunnel Work.
Additional $2.50/hr. for EPA or DEC certified toxic or hazardous waste work.

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS
Per hour worked:

Party Chief	$ 32.45
Surveyor	$ 32.45
Survey Assistant	$ 20.60

OVERTIME PAY
See (B, Q) on OVERTIME PAGE

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

REGISTERED APPRENTICES
WAGES: 1000 hour terms based on percentage of Surveyor wage:

07/01/2026

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

SUPPLEMENTAL BENEFIT per hour worked:
All Terms: $22.65

12-158-545 DCE

Painter **09/01/2026**

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: 07/01/2026

Basic Rate (Brush & Roll)	$ 34.00
Spray painting, wallcovering	34.00

Abrasive and hydroblasting	34.00
Taping/DryWall Finisher	35.00
Skeleton Steel*	34.75

* Skeleton Steel: No floors, walls or ceiling are constructed, including radio and television towers, flagpoles, smokestacks and cranes.

SUPPLEMENTAL BENEFITS
Per hour:

Basic Rate (Brush & Roll) Spray painting, wallcovering Abrasive and hydroblasting and Skeleton Steel	$ 29.44
Taping/Drywall Finisher	$ 29.94

OVERTIME PAY
Exterior work only See (B, E2, E4, F, R) on OVERTIME PAGE.
All other work See (B, F, R) on OVERTIME PAGE.

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 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

Taper/Drywall Finisher: 750 hour terms at the following 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 — 09/01/2026

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: 07/01/2026

Bridge	$ 47.39
Tunnel	47.39
Tank*	45.39

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.

SHIFT WORK
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:
$ 32.81

OVERTIME PAY
Exterior work only See (B, E2, E4, F, R) on OVERTIME PAGE.
All other work See (B, F, R) 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 wage:

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 — 09/01/2026

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

	07/01/2026
Metal Polisher	$ 41.33
Metal Polisher*	42.43
Metal Polisher**	45.33

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

SUPPLEMENTAL BENEFITS
Per Hour:

Journeyworker:
All classifications $ 13.99

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

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

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

	07/01/2026
1st year	$ 20.67
2nd year	22.73
3rd year	24.80
1st year*	$ 21.06
2nd year*	23.17
3rd year*	25.34
1st year**	$ 23.17
2nd year**	25.23
3rd year**	27.30

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

Supplemental benefits:

Per hour:

1st year	$ 9.19
2nd year	9.19
3rd year	9.19

8-8A/28A-MP

Plumber — 09/01/2026

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:	07/01/2026	05/03/2027 Additional	05/01/2028 Additional
Plumber	$ 46.27	$4.00	$4.00
Steamfitter	$ 46.27		

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

SUPPLEMENTAL BENEFITS
Per hour:

$ 30.91

Note - $7.00 of this amount must be paid at the same premium as the wage.

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

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

REGISTERED APPRENTICES
Wages per hour:

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

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

$ 25.99

Note - $7.00 of this amount must be paid at the same premium as the wage.

3-22-P

Roofer — 09/01/2026

JOB DESCRIPTION Roofer **DISTRICT** 3

ENTIRE COUNTIES
Erie, Genesee, Niagara, Orleans, Wyoming

WAGES

Per hour:	07/01/2026
Asbestos Removal	$ 41.46
Slate, Tile	38.61
Precast tile / slabs	38.61
Crete / gypsum planks	38.61
Damp and waterproofer	38.46
Composition, sprayers,	38.46
Asphalt mastic,	38.46
Steep roofers	38.46

SHIFT WORK
When shift work is mandated either in the job specification or by the contracting agency the following premiums apply:
15% of hourly rate for second shift
20% of hourly rate for third shift

SUPPLEMENTAL BENEFITS
Per hour:

$ 28.81

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 Journeyworker'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
$ 12.06	$ 17.47	$ 17.78	$ 25.67	$ 26.45	$ 27.24	$ 28.03

3-74

Sheetmetal Worker — 09/01/2026

JOB DESCRIPTION Sheetmetal Worker **DISTRICT** 3

ENTIRE COUNTIES
Erie, Genesee, Niagara, Orleans, Wyoming

WAGES

Per hour:	07/01/2026	05/31/2027	05/29/2028
		Additional	Additional
Sheet Metal Worker	$ 44.63	$3.00	$3.00

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.

SHIFT WORK
When shift work is mandated either in the job specification or by the contracting agency the following premiums apply:
All 2nd shift work shall receive 10% per hour above the rate of wages.
All 3rd shift work shall receive 15% per hour above the rate of wages.

SUPPLEMENTAL BENEFITS
Per hour:

$ 30.98*

* Note - $19.74 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	$ 25.78
2nd term	30.88
3rd term	33.75

4th term	35.62	
5th term	39.38	
Supplemental benefits per hour:		
1st term	$ 18.80	Note - $8.56 of this amount must be paid at the same premium as the wage.
2nd term	23.11	Note - $12.87 of this amount must be paid at the same premium as the wage.
3rd term	28.47	Note - $17.23 of this amount must be paid at the same premium as the wage.
4th term	28.83	Note - $17.59 of this amount must be paid at the same premium as the wage.
5th term	29.54	Note - $18.30 of this amount must be paid at the same premium as the wage.

3-71

Sprinkler Fitter — 09/01/2026

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

	07/01/2026	01/01/2027	04/01/2027	01/01/2028
Sprinkler Fitter	$ 47.91	$ 47.91	$ 50.76	$ 50.76

SUPPLEMENTAL BENEFITS
Per hour

Journeyworker	$ 30.71	$ 31.71	$ 31.71	$ 32.71

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
One Half Year terms at the following wage per hour:

	07/01/2026	01/01/2027	04/01/2027	01/01/2028
1st Term	$ 24.50	$ 24.50	$ 25.73	$ 25.73
2nd Term	27.35	27.35	28.72	28.72
3rd Term	29.63	29.63	31.11	31.11
4th Term	31.91	31.91	33.50	33.50
5th Term	33.62	33.62	35.30	35.30
6th Term	36.47	36.47	38.29	38.29
7th Term	38.75	38.75	40.68	40.68
8th Term	41.03	41.03	43.08	43.08
9th Term	43.30	43.30	45.47	45.47
10th Term	45.58	45.58	47.86	47.86
Supplemental Benefits per hour:				
1st & 2nd Term	$ 10.23	$ 11.23	$ 11.23	$ 12.23
3rd & 4th Term	22.79	23.79	23.79	24.79
All Other Terms	23.04	24.04	24.04	25.04

1-669

Teamster - Building / Heavy&Highway — 09/01/2026

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: Off Road Tandems and Batch Trucks, Mechanics, Dispatcher.

GROUP 3: Semi Truck, Asphalt Distributor Trucks and Agitator, Mixer Trucks and dumpcrete type vehicles, Truck Mechanic, Fuel and Water 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:	07/01/2026	07/01/2027 Additional
ALL GROUPS	$ 52.23	$ 4.00

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

SHIFT WORK
An additional $4.00 per hour is required when a single 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:
$ 17.55*
*Note - Only $ 9.00 per hour needs to be paid for overtime hours.

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

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

3-449

Teamster - Building / Heavy&Highway — 09/01/2026

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

ENTIRE COUNTIES
Erie, Niagara

WAGES

Per hour:	07/01/2026	06/01/2027 Additional
Dump Truck Operator*	$ 33.00	$1.50
Lowboy	$ 35.00	

Tractor trailer drivers pulling a dump, live bottom, flatbed, step deck, or walking floor trailer will receive an additional $1.00 per hour

*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:
$ 2.31

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

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

3-449d-DT

Welder — 09/01/2026

JOB DESCRIPTION Welder **DISTRICT** 1

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

WAGES

Per hour 07/01/2026

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
(B3)	Time and one half of the hourly rate after 40 straight hours per week
(C)	Double the hourly rate after 7 hours per day
(C1)	Double the hourly rate after 7 and one half hours per day
(D)	Double the hourly rate after 8 hours per day
(D1)	Double the hourly rate after 9 hours per day
(E)	Time and one half of the hourly rate on Saturday
(E1)	Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
(E2)	Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
(E3)	Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
(E4)	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
- ☐ 1O Village
- ☐ 11 Town
- ☐ 12 County
- ☐ 13 Other Non-N.Y. State (Describe)

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

Telephone Fax

E-Mail:

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

☐ New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR THIS PROJECT :

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title _____

Description of Work _____

_____

Contract Identification Number _____

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

6. Location of Project:
Location on Site _____

Route No/Street Address _____

Village or City _____

Town _____

County _____

7. Nature of Project - Check One:

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

8. OCCUPATION FOR PROJECT :

- ☐ Construction (Building, Heavy Highway/Sewer/Water)
- ☐ Tunnel
- ☐ Residential
- ☐ Landscape Maintenance
- ☐ Elevator maintenance
- ☐ Exterminators, Fumigators
- ☐ Fire Safety Director, NYC Only
- ☐ 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

SEE PAGE TWO FOR LAWS RELATING TO PUBLIC WORK CONTRACTS

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

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

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

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

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

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

For inquiries please call 518-457-5589.

NYSDOL Bureau of Public Work Debarment List 09/11/2026

Article 8

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	*****5784	A.J.M. TRUCKING, INC.		PO BOX 2064 MONROE NY 10950	02/12/2024	02/12/2029
DOL	DOL		AKHLAQ OULAKH		4307 28TH AVE ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	DOL		ALEXANDER DELISA		411 THEODORE FREMND SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	NYC		ALL COUNTY SEWER & DRAIN, INC.		7 GREENFIELD DR WARWICK NY 10990	03/25/2022	03/25/2027
DOL	DOL	*****8387	AMERICAN PAVING & MASONRY, CORP.		8 FOREST AVE GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	DOL	*****8654	AMERICAN PAVING, INC.		8 FORREST AVE. GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	NYC	*****8017	AMIN ELECTRICAL CORP.		97-23 218TH STREET QUEENS VILLAGE NY 11429	12/04/2025	12/04/2030
DOL	DOL		ANGELO STANCO		8 FOREST AVE. GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	DOL		ANGELO TONDO		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	*****4231	ANKER'S ELECTRIC SERVICE, INC.		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL		ANTHONY CASALE		20 HEATHER RIDGE ROAD TROY NY 12180	05/20/2025	05/20/2030
DOL	DOL		ANTHONY MONGELLI		PO BOX 2064 MONROE NY 10950	02/12/2024	02/12/2029
DOL	DOL	*****8421	B & B DRYWALL, INC		206 WARREN AVE APT 1WHITE PLAINS NY 10603	12/14/2021	12/14/2026
DOL	DOL	*****3932	B ROC CONSTRUCTION INC		7307 WOODSIDE ROAD VICTOR NY 14564	05/06/2025	05/06/2030
DOL	DA	*****2404	BJA RENOVATION, CORP		33 DOLLARD DR NORTH BABYLON NY 11703	03/19/2025	03/19/2030
DOL	DOL	*****5078	BLACK RIVER TREE REMOVAL, LLC		29807 ANDREWS ROAD BLACK RIVER NY 13032	10/17/2023	10/17/2028
DOL	DOL		C.M.C CONTRACTORS, INC.		500 WEST PUTNAM AVE SUITE 400GREENWICH CT 06830	09/03/2025	09/03/2030
DOL	DOL		CARLOS F. ESCOBAR		411 THEODORE FREMD AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL		CARLOS FIGUEROA		411 THEODORE FREMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL	*****4155	CASA BUILDERS, INC.	FRIEDLANDER CONSTRUCTION	64 N PUTT CONNERS ROAD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	DOL		CESAREO TULA		120 SEARS AVE ELMSFORD NY 10523	09/26/2025	09/26/2030
DOL	DOL	*****2292	CHAMPION MAINTENANCE CONTRACTORS, INC.		211 SOUTH RIDGE STREET RYE BROOK NY 10573	09/03/2025	09/03/2030
DOL	NYC	*****2117	CHARAN ELECTRICAL ENTERPRISES		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028
DOL	DOL		CHARLES CASALE		55 MAIN AVENUE WYNANTSKILL NY 12198	05/20/2025	05/20/2030
DOL	DOL		CHARLES CASALE		55 MAIN AVENUE WYNANTSKILL NY 12198	05/20/2025	05/20/2030
DOL	DOL		CHRISTOPHER PEROSI		5507 NESCONSET HIGHWAY MT. SINAI NY 11766	07/17/2025	07/17/2030
DOL	DOL	*****2281	CORRAO TRUCKING, INC.		PO BOX 393 NANUET NY 10954	09/17/2024	09/17/2029
DOL	DOL		CRAIG JOHANSEN		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL	*****7619	DANCO CONSTRUCTION UNLIMITED INC.		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL		DANIEL DELISA		211 SOUTH RIDGE STREET RYE BROOK NY 10573	09/03/2025	09/03/2030
DOL	DOL		DANIEL LOHAN		6836 N. LEXINGTON LANE NILES IL 60714	05/28/2026	05/28/2031
DOL	DOL		DANIEL ROBERT MCNALLY		7 GREENFIELD DRIVE WARWICK NY 10990	03/25/2022	03/25/2027
DOL	DOL		DARWIN PEGUESE		6400 BALTIMORE NATIONAL SUITE 602CANTONSVILLE NY 21228	10/24/2024	10/24/2029
DOL	DOL		DAVID FRIEDLANDER		64 NORTH PUTT CORNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	DOL		DENISE NAGLE		36 OAKWOOD TRAIL S AL MONROE NY 10950	10/29/2025	10/29/2030

NYSDOL Bureau of Public Work Debarment List 09/11/2026

Article 8

DOL	DOL		DINA TAYLOR		64 N PUTT CONNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	DOL	*****2337	EGL DRAINAGE SOLUTION & REPAIRS LLC		5507 NESCONSET HIGHWAY MT. SINAI NY 11766	07/17/2025	07/17/2030
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	DOL		EMIL KISZKO		84 DIAMOND ST BROOKLYN NY 11222	07/18/2024	07/18/2029
DOL	DOL	*****3298	EMJACK CONSTRUCTION CORP.		84 DIAMOND ST BROOKLYN NY 11222	07/18/2024	07/18/2029
DOL	DOL	*****3298	EMJACK CONSTRUCTION LLC		4192 SIR ANDREW CIRCLE DOYLESTOWN PA 18902	07/18/2024	07/18/2029
DOL	NYC		ENRICO MANETTA		101 MALBA DR. WHITESTONE NY 11357	04/01/2026	04/01/2031
DOL	DOL		EUGENIUSZ "GINO" KUCHAR		195 KINGSLAND AVE BROOKLYN NY 11222	12/22/2023	12/22/2028
DOL	DOL	*****2998	G.E.M. AMERICAN CONSTRUCTION CORP.		195 KINGSLAND AVE BROOKLYN NY 11222	12/22/2023	12/22/2028
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	NYC		GHANSHYAM AMIN		97-23 218TH STREET QUEENS VILLAGE NY 11429	12/04/2025	12/04/2030
DOL	DA		GIOVANNA TRAVALJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DA		GIOVANNI NAPOLITANO		2501 BAYVIEW AVENUE WANTAGH NY 11793	02/21/2024	02/21/2029
DOL	DA	*****0213	GORILLA CONTRACTING GROUP, LLC		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DA	*****4760	GTX CONSTRUCTION ASSOCIATES, CORP		2501 BAYVIEW AVE WANTAGH NY 11793	02/21/2024	02/21/2029
DOL	DOL		HENRY WICKE A/K/A HENRY WICKE, JR.		36 OAKWOOD TRAIL S AL MONROE NY 10950	10/29/2025	10/29/2030
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	*****6961	HUNTER ELEVATOR COMPANY, INC.		36 OAKWOOD TRAIL S AL MONROE NY 10950	10/29/2025	10/29/2030
DOL	DOL	*****2397	ISLAND BREEZE MARINE, INC.		6400 BALTIMORE NATIONAL CANTONSVILLE MD 21228	10/24/2024	10/24/2029
DOL	DOL	*****5010	J. LINDSLEY ENTERPRISE, LLC		1002 STATE ROUTE 176 FULTON NY 13069	07/30/2025	07/30/2030
DOL	DOL	*****0241	J. LINDSLEY ROOFING, LLC		211 NORTH 2ND STREET FULTON NY 13069	07/30/2025	07/30/2030
DOL	DOL		J.M.J CONSTRUCTION		151 OSTRANDER AVENUE SYRACUSE NY 13205	11/21/2022	11/21/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	12/12/2022	12/12/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JAMES LINDSLEY		211 NORTH 2ND STREET FULTON NY 13069	07/30/2025	07/30/2030
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	*****2435	JEFFEL D. JOHNSON	JMJ7 AND SON	5553 CAIRNSTRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JEFFEL JOHNSON ELITE CARPENTER REMODEL AND CONSTRUCTION		C2 EVERGREEN CIRCLE LIVERPOOL NY 13090	11/21/2022	11/21/2027
DOL	DOL	*****2435	JEFFREY M. JOHNSON	JMJ7 AND SON	5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JENNIFER LINDSLEY		211 NORTH 2ND STREET FULTON NY 13069	07/30/2025	07/30/2030
DOL	DOL		JERRY DASTON		36 OAKWOOD TRAIL S AL MONROE NY 10950	10/29/2025	10/29/2030
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 NAGLE A/K/A JOHN NAGLE, JR.		36 OAKWOOD TRAIL S AL MONROE NY 10950	10/29/2025	10/29/2030
DOL	DOL		JONATHAN DELISA		411 THEODORE FREMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL		JORGE FIGUEROA		411 THEODORE FRMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DA		JOSEPH DEMASCO		33 DOLLARD DRIVE NORTH BABYLON NY 11703	01/30/2026	01/30/2031
DOL	DA		JOSEPH DEMASCO		33 DOLLARD DRIVE NORTH BABYLON NY 11703	03/19/2025	03/19/2030
DOL	DOL		JOSEPH HALL		937 US ROUTE 11 CENTRAL SQUARE NY 13036	10/21/2024	10/21/2029
DOL	DOL	*****2271	JOSEPH HALL COMPANIES LLC		937 US ROUTE 11 CENTRAL SQUARE NY 13036	10/21/2024	10/21/2029
DOL	DOL		JOSEPH K. SALERNO		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL		JOSEPH K. SALERNO II		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		JRN CONSTRUCTION CO, LLC		1024 BROADWAY ALBANY NY 12204	11/07/2023	11/07/2028
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL		KEAN INDUSTRIES, LLC		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028

DOL	DOL		KEVIN FUNEZ URBINA A/K/A KEVIN FUNEZ		1009 LYNDALE AVE TRENTON NJ 08629	12/16/2024	12/16/2029
DOL	DOL	*****8760	KJ&J CONSTRUCTION, LLC		1009 LYNDALE AVE TRENTON NJ 08629	12/16/2024	12/16/2029
DOL	DOL		KMA GROUP II, INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL	*****1833	KMA GROUP INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KMA INSULATION, INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KRIN HEINEMANN		2345 ROUTE 52, SUITE 2N HOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	NYC		KULWANT S. DEOL		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028
DOL	DA	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL	*****3716	LIGHTNIN ELECTRIC INC.		3418 NORTHERN BLVD SUITE 5-27LONG ISLAND CITY NY 11101	12/13/2024	12/13/2029
DOL	AG	*****3291	LINTECH ELECTRIC, INC.		3006 TILDEN AVE BROOKLYN NY 11226	02/16/2022	02/16/2027
DOL	DOL		LIZETTE PONCE		411 THEODORE FREMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	NYC	*****7516	MANCO ENTERPRISES OF NY, INC.		44-17 54TH DR. MASPETH NY 11378	04/01/2026	04/01/2031
DOL	NYC	*****1783	MANETTA ENTERPISES, INC. D/B/A MANETTA INDUSTRIES		44-17 54TH DR. MASPETH NY 11378	04/01/2026	04/01/2031
DOL	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	DOL		MOHAMMAD MIAN		8269 21ST ST BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	NYC		NASEER CHAUDHRY		2349 BRAGG STREET BROOKLYN NY 11229	04/22/2025	04/22/2030
DOL	DOL	*****7790	NATIONAL BUILDING & RESTORATION CORP		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	*****1797	NATIONAL CONSTRUCTION SERVICES, INC		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	NYC		NAVIT SINGH		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		NELCO CONTRACTING, LLC		1024 BROADWAY ALBANY NY 12204	11/07/2023	11/07/2028
DOL	DA		NICHOLAS BARNETT		33 DOLLARD DR BABYLON NY 11703	03/04/2025	03/04/2030
DOL	DOL		NICHOLAS RAO		411 THEODORE FREMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
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		NIKOLA NTONI		3418 NORTHERN BLVD SUITE 5-27LONG ISLAND CITY NY 11101	12/13/2024	12/13/2029
DOL	NYC	*****6971	NN CONSTRUCTION, INC.		2349 BRAGG STREET BROOKLYN NY 11229	04/22/2025	04/22/2030

NYSDOL Bureau of Public Work Debarment List 09/11/2026

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DOL	NYC	*****5643	NYC LINE CONTRACTORS, INC.		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL	*****4168	PHANTOM CONSTRUCTION CORP.		95-27 116TH STREET QUEENS NY 11419	07/12/2024	07/12/2029
DOL	DOL	*****4168	PHANTOM CONSTRUCTION CORP.		95-27 116TH STREET QUEENS NY 11419	05/28/2024	05/28/2029
DOL	DOL	*****2041	QUALITY STEEL ERECTORS INC.		6836 N. LEXINGTON LANE NILES IL 60714	05/28/2026	05/28/2031
DOL	DOL	*****4772	R.W. LOBDELL CONSTRUCTION LLC		635 WEST DRYDEN ROAD FREEVILLE NY 13068	01/31/2025	01/31/2030
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP.		3 PARK CIRCLE MIDDLETOWN NY 10940	07/11/2022	07/11/2027
DOL	DOL		ROBBYE BISSESAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	07/11/2022	07/11/2027
DOL	DOL		ROSA GARCIA		411 THEODORE FRMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL	*****7172	RZ & AL INC.		198 RIDGE AVENUE VALLEY STREAM NY 11581	06/06/2022	06/06/2027
DOL	DA	*****0476	SAMCO ELECTRIC CORP.		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DA		SILVANO TRAVALJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	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		STEVEN DELISA		411 THEODORE FREMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL	*****9150	SURGE INC.		8269 21ST STREET BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL		SYED MUHAMMAD S. JAFRI A/K/A SHARRUKH JAFRI		4307 28TH AVE ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	DOL		SYED RAZA		198 RIDGE AVENUE NY 11581	06/06/2022	06/06/2027
DOL	DOL		TARLOK SINGH		95-27 116TH STREET QUEENS NY 11419	05/28/2024	05/28/2029
DOL	DOL		TARLOK SINGH		95-27 116TH STREET QUEENS NY 11419	07/12/2024	07/12/2029
DOL	DOL	*****4855	TECH INDUSTRIES LLC		20 HEATHER RIDGE ROAD TROY NY 12180	05/20/2025	05/20/2030
DOL	DOL	*****2426	THE MATRUKH GROUP, INC.		4307 28TH AVE PO BOX 9082ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	DOL		THOMAS LOBDELL		635 WEST DRYDEN ROAD FREEVILLE NY 13068	01/31/2025	01/31/2030
DOL	DOL		TIMOTHY PERCY		29807 ANDREWS ROAD BLACK RIVER NY 13612	10/17/2023	10/17/2028
DOL	DA	*****1050	TRI STATE CONSTRUCTION OF NY CORP.		50-39 175TH PLACE FRESH MEADOWS NY 11365	03/28/2022	03/28/2027
DOL	DOL	*****8485	TULA PLUMBING AND HEATING LLC		120 SEARS AVE ELMSFORD NY 10523	09/26/2025	09/26/2030
DOL	DOL	*****8210	UPSTATE CONCRETE & MASONRY CONTRACTING CO INC		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL		VINCENT CORRAO		PO BOX 393 NANUET NY 10954	09/17/2024	09/17/2029
DOL	DOL		WILLIAM A BELL		7307 WOODSIDE ROAD VICTOR NY 14564	05/06/2025	05/06/2030
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 SCRIVENS		4192 SIR ANDREW CIRCLE DOYELSTOWN PA 18902	07/18/2024	07/18/2029

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DOL	DOL	*****9494	WND CONSTRUCTION LLC		411 THEODORE FREMD AVENUE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
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: _____

PROPOSAL FOR:

GENERAL CONSTRUCTION WORK

Buffalo and Erie County Public Library
Exterior Marble Restoration
1 Lafayette Avenue, Buffalo NY, 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 10/06/2026 entitled: *"2025-2028 BECPL CAPITAL PROJECTS – EXTERIOR MARBLE RESTORATION"* 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.

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: Lump-Sum Allowances are to include an Overhead and Profit (O&P) Margin. Unit-Price Allowances are NOT to include an O&P Margin. O&P for unit prices are to be included in the unit price. See Specification 012100 – Allowances for more information.

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

SUMMARY OF WORKFORCE, MINORITY/WOMEN BUSINESS, & DISABLED VETERANS BUSINESS COMMITMENT

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

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

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: East Elevation

ADD DEDUCT (circle one) _____

_____ **/100 DOLLARS ($)**

Completion in Calendar Days: _____

B. Alternate Bid Alt.-2: East Building North and West Elevations

ADD DEDUCT (circle one) _____

_____ **/100 DOLLARS ($)**

Completion in Calendar Days: _____

C. Alternate Bid Alt.-3: Washington Street Planters

ADD DEDUCT (circle one) _____

_____ **/100 DOLLARS ($)**

Completion in Calendar Days: _____

D. Alternate Bid Alt.-4: Ellicott Street Underpass

ADD DEDUCT (circle one) _____

_____ **/100 DOLLARS ($)**

Completion in Calendar Days: _____

ALLOWANCES

Certain work is specified in the Contract Documents by allowance. The allowances include: furnishing all plant materials within the planters associated with Alt-3 and sealant replacement material costs. Allowances have been established in
lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. If necessary, additional requirements will be issued by Change Order.

Allowance no. A-1: See Allowances: Section 011020

Allowance no. A-2: See Allowances: Section 011020

SUBSTITUTIONS

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

ITEMS	MANUFACTURER'S NAME AND PRODUCT DESCRIPTION

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

ADDENDA:

The foregoing proposal covers the following Addenda:

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

NON-COLLUSIVE BIDDING CERTIFICATE.

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

    a. The prices in this bid have been arrived at independently with no collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and
    b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
    c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit a bid for the purpose of restricting competition; and
    d. If the bidder is a corporation, this certificate is and shall be deemed to have been authorized by the board of directors of the bidder, and such authorization is and shall be deemed to include the signing and submission of the bid and the inclusion therein of this certificate of non-collusion as the act and deed of the corporation.

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

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

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

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)

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*

CONTRACTOR'S OWN WORKFORCE

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

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

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

_____ _____ _____

SIGNATURE *COMPANY NAME* *DATE*

Erie County Equal Pay Certification

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

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

_____
Signature

Verification

A) OWNER/PARTNERSHIP

STATE OF _____)
COUNTY OF _____) SS:

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

Sworn to before me this _____Day of _____, 20__

_____
Notary

B) CORPORATE

STATE OF _____)
COUNTY OF _____) SS:

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

_____
Notary

ERIE COUNTY EXECUTIVE ORDER #18
ATTESTATION AND
STATEMENT OF WORKFORCE

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

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

_____
Signature

Verification

STATE OF NEW YORK)
COUNTY OF ERIE) SS:

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

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

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

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 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).

NYS VENDOR ID: 000000000

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

BUSINESS ENTITY INFORMATION		
Legal Business Name	EIN ____	
Address of the Principal Place of Business (street, city, state, zip code)	New York State Vendor Identification Number	
	Telephone ext.	Fax
	Website	
Authorized Contact for this Questionnaire		
Name	Telephone ext.	Fax
Title	Email	

Additional Business Entity Identities: If applicable, list any other DBA, Trade Name, Former Name, Other Identity, or EIN 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 Business Entity Type – Check appropriate box and provide additional information:		
a) ☐ Corporation (including PC)	Date of Incorporation	
b) ☐ Limited Liability Company (LLC or PLLC)	Date Organized	
c) ☐ Limited Liability Partnership	Date of Registration	
d) ☐ Limited Partnership	Date Established	
e) ☐ General Partnership	Date Established	County (if formed in NYS)
f) ☐ Sole Proprietor	How many years in business?	
g) ☐ Other	Date Established	
If Other, explain:		
1.1 Was the Business Entity formed in New York State?		☐ Yes ☐ No
If "No," indicate jurisdiction where the Business Entity was formed:		
☐ United States	State	
☐ Other	Country	

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

I. BUSINESS CHARACTERISTICS	
1.2 Is the Legal Business Entity publicly traded?	☐ Yes ☐ No
If "Yes," provide the CIK code or Ticker Symbol:	
1.3 Is the Business Entity currently registered to do business in New York State? *Note: Select "Not Required" if the Business Entity is a Sole Proprietor or General Partnership*	☐ Yes ☐ No ☐ Not Required
If "No," explain why the Business Entity is not required to be registered to do business in New York State:	
1.4 Is the responding Business Entity a Joint Venture? Note: If the submitting Business Entity is a Joint Venture, also submit a separate questionnaire for each Business Entity comprising the Joint Venture.	☐ Yes ☐ No
1.5 If the Business Entity's Principal Place of Business is not in New York State, does the Business Entity maintain an office in New York State? *(Select "N/A" if Principal Place of Business is in New York State.)*	☐ Yes ☐ No ☐ N/A
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 Minority-Owned Business Enterprise, or Women-Owned Business Enterprise, or New York State Small Business, or federally certified Disadvantaged Business Enterprise?	☐ Yes ☐ No
If "Yes," check all that apply: ☐ New York State certified Minority-Owned Business Enterprise (MBE) ☐ New York State certified Women-Owned Business Enterprise (WBE) ☐ New York State Small Business ☐ Federally certified Disadvantaged Business Enterprise (DBE)	
1.7 Identify each person or business entity that is, or has been within the past five (5) years, Principal Owner of 5.0% or more of the firm's shares; a Business Entity Official; or one of the five largest shareholders, if applicable. *(Attach additional pages if necessary.)* Joint Ventures: Provide information for all firms involved.	

Name *(For each person, include middle initial)*	Title	Percentage of ownership (Enter 0%, if not applicable)	Employment status with the firm
			☐ Current ☐ Former
			☐ Current ☐ Former
			☐ Current ☐ Former
			☐ Current ☐ Former

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

II. AFFILIATE and JOINT VENTURE RELATIONSHIPS		
2.0 Are there any other construction-related firms in which, now or in the past five years, the submitting Business Entity 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? *(Attach additional pages if necessary.)*		☐ Yes ☐ 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 Business Entity has in common with this firm?		☐ Yes ☐ No
Individual's Name *(Include middle initial)*	Position/Title with Firm/Company	
2.1 Does the Business Entity have any construction-related affiliates not identified in the response to question 2.0 above? *(Attach additional pages if necessary.)*		☐ Yes ☐ 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 *(enter N/A, if not applicable)*:		
Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting Business Entity has in common with this affiliate?		☐ Yes ☐ No
Individual's Name *(Include middle initial)*	Position/Title with Firm/Company	
2.2 Has the Business Entity participated in any construction-related Joint Ventures within the past three (3) years? *(Attach additional pages if necessary.)*		☐ Yes ☐ 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. *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. *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 suspension of any business or professional permit and/or license?	☐ Yes ☐ No
6.1	Had a denial, decertification, revocation or forfeiture of New York State certification of Minority-Owned Business Enterprise, Women-Owned Business Enterprise or a federal certification of Disadvantaged Business Enterprise status, for other than a change of ownership?	☐ 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, 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 investigation, whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or federal law?	☐ Yes ☐ No
7.1	Been the subject of:	
	(i.) An indictment, grant of immunity, judgment or conviction (including entering into a plea bargain) for conduct constituting a crime; or	☐ Yes ☐ No
	(ii.) Any criminal investigation, felony indictment or conviction concerning the formation of, or any business association with, an allegedly false or fraudulent Minority-Owned Business Enterprise, Women-Owned Business Enterprise, or a Disadvantaged Business Enterprise?	☐ Yes ☐ No
7.2	Received any OSHA citation, which resulted in a final determination classified as serious or willful?	☐ Yes ☐ No
7.3	Had a government entity find a willful prevailing wage or supplemental payment violation?	☐ Yes ☐ No
7.4	Had a New York State Labor Law violation deemed willful?	☐ Yes ☐ No
7.5	Entered into a consent order with the New York State Department of Environmental Conservation, or a federal, state or local government enforcement determination involving a violation of federal, state or local environmental laws?	☐ Yes ☐ 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 citations, notices or violation orders; a pending administrative hearing, proceeding or determination of a violation of: • Federal, state or local health laws, rules or regulations; • Federal, state or local environmental laws, rules or regulations; • Unemployment insurance or workers compensation coverage or claim requirements; • Any labor law or regulation, which was deemed willful; • Employee Retirement Income Security Act (ERISA); • Federal, state or local human rights laws; • Federal, state or local security laws?	☐ 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, 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	Sanctioned relative to any business or professional permit and/or license?	☐ Yes ☐ No ☐ N/A
8.1	Suspended, debarred or disqualified from any government contracting process?	☐ Yes ☐ No ☐ N/A
8.2	The subject of a criminal investigation, whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or federal law?	☐ Yes ☐ No ☐ N/A
8.3	Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for: (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 (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	☐ Yes ☐ No ☐ 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 Business Entity or any affiliate received any formal unsatisfactory performance assessment(s) from any government entity on any contract?	☐ Yes ☐ No
If "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 below or attach additional sheets with numbered responses.	
9.1 Within the past five (5) years, has the Business Entity or any affiliate had any liquidated damages assessed over $25,000?	☐ Yes ☐ No
If "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, 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.	
9.2 Within the past five (5) years, has the Business Entity or any affiliate had any liens, claims or judgments over $25,000 filed against the Business Entity 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.)*	☐ Yes ☐ No
If "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the Lien holder or Claimants' name(s), the amount of the lien(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.3 In the last seven (7) years, has the Business Entity or any affiliate initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?	☐ Yes ☐ No
If "Yes," provide the Business Entity involved, the relationship to the submitting Business Entity, 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.	

9.4 What is the Business Entity's Bonding Capacity?	
a. Single Project	b. Aggregate (All Projects)
9.5 List Business Entity's 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 Business Entity's 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 Business Entity's most recent annual financial statement and accompanying notes or complete Attachment C – Financial Information, found at www.osc.state.ny.us/vendrep/documents/questionnaire/ac3296s.xls. *(This information must be attached.)*		

NYS VENDOR ID: 000000000

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

Vendor Name: **NYS Vendor ID:**

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:					
1.	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
2.	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
3.	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
4.	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
5.	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 A – COMPLETED CONSTRUCTION CONTRACTS

Vendor Name: **NYS Vendor ID:**

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:						
6.	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
7.	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
8.	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
9.	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
10.	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:**

Question 3.1: List all current uncompleted construction contracts:

1.	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
2.	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
3.	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
4.	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

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE

ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name: **NYS Vendor ID:**

Question 3.1: List all current uncompleted construction contracts:

5.	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
6.	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
7.	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
8.	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

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE

ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name: **NYS Vendor ID:**

Question 3.1: List all current uncompleted construction contracts:

9.	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
10.	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

Grand Total All Uncompleted Contracts	**$0.00**

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: _____

12. Fixed Assets			
Land	$ -		
Building and improvements	$ -		
Leasehold improvements	$ -		
Machinery and equipment	$ -		
Automotive equipment	$ -		
Office furniture and fixtures	$ -		
Other (list) _____	$ -		
_____	$ -		
Total		$ -	
Less: Accumulated depreciation		$ -	
Total Fixed Assets - Net			$ -
13. Other Assets			
Loans receivable			
Officers	$ -		
Employees	$ -		
Shareholders	$ -		
Cash surrender value of officers' life insurance	$ -		
Organization expense – net of amortization	$ -		
Notes receivable - due after one year	$ -		
Other (list) _____	$ -		
_____	$ -		
Total Other Assets			$ -
14. TOTAL ASSETS			$ -

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			$ -

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COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

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EXECUTIVE ORDER NO.18 – FIRST SOURCE HIRING POLICY FOR COUNTY CONSTRUCTION PROJECTS

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GENERAL CONDITIONS OF THE CONTRACT

SECTION 1 - DEFINITIONS

1.01 CONTRACT DOCUMENTS - The Contract comprises all the documents listed in the Table of Contents of the Project Manual, including all additions, deletions and modifications incorporated therein before the execution of the Contract:

A. Legal and Procedural Documents

B. General Conditions of the Contract

C. Supplementary General Conditions

D. Application for Payment

E. Detailed Specifications

F. Drawings

1.02 ARCHITECT / ENGINEER is the Architect, Architect / Engineer or Engineer named in the Contract Documents, or the representative duly authorized in writing to act for such Architect, Architect / Engineer or Engineer.

1.03 OWNER is the County of Erie. With respect to approval of the Contract Award, Change Orders and Final Payment, as well as the appropriation of funds therefore, the County Legislature shall be the Owner's representative. For Contract execution, the County Executive shall be the Owner's representative. In legal matters, the County Attorney shall be the County's representative. In all other matters, the County's representative shall be the Commissioner of Public Works, or in his absence, his duly authorized representative.

1.04 CONTRACTOR is the Contractor named in the Contract Documents.

1.05 SUBCONTRACTOR is any person, firm or corporation who has a direct contract with the Contractor and who acts for or in behalf of the Contractor in executing any part of the Contract, but does not include one who merely furnishes material or equipment.

1.06 PROPOSAL: The offer of a Bidder to perform the work described by the Contract Documents when made out and submitted on the prescribed Proposal Form, properly signed and guaranteed.

1.07 PROPOSAL GUARANTY: The Bid Bond, which shall accompany each Proposal submitted by the Bidder, is a guarantee that the Bidder will enter into a contract with the Owner for the construction of the work if the contract is awarded to him.

1.08 PERFORMANCE LABOR AND MATERIAL PAYMENT BOND: The Owner’s standard bond document and the only approved form of security to be submitted by the contractor and his surety as a guarantee to faithfully execute the work in accordance with the terms of the contract and to pay all amounts owed by him to all laborers, tradesmen and suppliers in connection with the work covered by his contract.

1.09 SURETY is the person, firm or corporation that executes the Contractor's Performance Bond.

1.10 PROJECT MANUAL shall mean the Legal and Procedural Documents, General Conditions of the Contract, together with the modifications thereof, and the Detailed Specifications, with all addenda thereto.

1.11 DRAWINGS are those enumerated in the contract documents.

1.12 WRITTEN NOTICE shall be considered as served when delivered in person or sent by registered or certified mail to the individual, firm or corporation or to the last business address of such known to him who serves the notice.

A. Notice to Owner - All required notices to the Owner shall be delivered to the Erie County Department of Public Works – Office of the Commissioner, 14th Floor Rath Building, 95 Franklin Street, Buffalo, NY 14202.

B. Change of Address - Each party shall advise the other parties to the Contract promptly as to any change in his business address until completion of the Contract.

1.13 ACT OF GOD means an earthquake, flood, tornado or other cataclysmic phenomenon of nature. Rain, wind, flood or other natural phenomenon of normal intensity for the locality shall not be construed as an Act of God and no reparation shall be made to the Contractor for damaged to the work resulting there from.

SECTION 2 - DRAWINGS, SPECIFICATIONS AND RELATED DATA

2.01 INTENT OF DRAWINGS AND SPECIFICATIONS - The intent of the Drawings and Specifications is that the Contractor furnish all labor and materials, equipment and transportation necessary for the proper execution of the work unless specifically noted otherwise. The Contractor shall do all the work shown on the Drawings and described in the Specifications and all incidental work considered necessary to complete the work included in the contract in a substantial and acceptable manner, and to fully complete the work or improvement, ready for use, occupancy and operation by the Owner.

2.02 CONFLICT - If there is conflicting variance between the Drawings and the Specifications, the provisions of the Specifications shall control. In case of conflict between the General Conditions of the Contract or any modifications thereof and the Detailed Specification Requirements, the Detailed Specification Requirements shall control.

2.03 DISCREPANCIES IN DRAWINGS - Any discrepancies found between the Drawings and Specifications and site conditions or any errors or omissions in the Drawings or Specifications shall be immediately reported to the Architect / Engineer , who shall promptly correct such error or omission in writing. Any work done by the Contractor after his discovery of such discrepancies, errors or omissions shall be done at the Contractor's risk.

2.04 DRAWINGS AND SPECIFICATIONS - The complete requirements of the work to be performed under the Contract shall be set forth in Drawings and Specifications to be supplied through the Architect / Engineer or by the Architect / Engineer as consultant to the Owner.

2.05 ADDITIONAL INSTRUCTIONS - Further instructions may be issued by the Architect / Engineer during the progress of the work by means of Drawings or otherwise to make more clear or specific the Drawings and Specifications or as may be necessary to explain or illustrate changes in the work to be done.

2.06 COPIES OF DRAWINGS AND SPECIFICATIONS FURNISHED - Except as provided for otherwise, all required copies of Drawings and Specifications necessary for the execution of the work shall be furnished to the Contractor without charge.

2.07 DRAWINGS AND SPECIFICATIONS AT JOB SITE - One complete set of all Drawings and Specifications shall be maintained at the job site and shall be available to the Architect / Engineer at all times.

2.08 OWNERSHIP OF DRAWINGS AND SPECIFICATIONS - Except as otherwise provided in the Owner's Contract with the Architect / Engineer, all original or duplicated Drawings and Specifications and other data prepared by the Architect / Engineer shall remain the property of the Owner and/or Architect / Engineer, and they shall not be reused on other work, but shall be returned upon completion of the work.

2.09 DIMENSIONS - Figured dimensions on the plans will be used in preference to scaling the Drawings. Where the work of the Contractor is affected by finish dimensions, these shall be determined by the Contractor at the site, and he shall assume the responsibility therefore.

2.10 MODELS - All models prepared for this work shall become the property of the Owner at the completion of the work.

2.11 SAMPLES - All samples called for in the Specifications or required by the Architect / Engineer shall be furnished by the Contractor and shall be submitted to the Architect / Engineer for his approval. Samples shall be furnished so as not to delay fabrication, allowing the Architect / Engineer reasonable time for the consideration of the samples submitted.

A. Samples of Tests - Contractor shall furnish such samples of material as may be required for examination and test. All materials and workmanship shall be in accordance with approved samples. All samples of materials for tests shall be taken according to methods provided in the Specifications.

2.12 SHOP DRAWINGS – A schedule of shop drawings, setting data, and other manufacturer's data shall be submitted by the Contractor for approval of the Architect/Engineer. This schedule shall be coordinated with the project construction schedule and shall be submitted within 30 days after award of contracts.

A. The shop drawings schedule should list the following information:

1. Description of items for which shop drawings and data shall be submitted.

2. Approximate date for first submittal.

3. Approximate number of calendar days required for fabrication and delivery after final approval.

4. Number of copies each item for preliminary and final submittals.

B. The Contractor shall be responsible for the accuracy, completeness, and suitability of the information furnished or shop drawings prepared by the subcontractors and vendors. The Contractor shall check and approve all shop drawings before they are submitted to the Architect/Engineer. Such approval shall be understood to indicate the Contractor's assurances that the items proposed by the drawings and data sheets are in accordance with the contract. Shop drawings shall include setting drawings, schedules, catalogs, brochures, manufacturer's data and other information required to evaluate and install.

C. Shop drawings may be disapproved by the Architect/Engineer for the following reasons:

1. Drawing has not been approved by the Contractor.

2. Drawings have been prepared without due regard for information and requirements called for or logically implied by the Contract Documents.

3. The information is not sufficiently complete or accurate to verify that that the work represented is in accordance with the Contract Documents.

D. Shop drawings and submitted data shall be graded by the Architect/Engineer as follows:

1. Reviewed

   a. There shall be no correction marks on drawings.

   b. The work may be fabricated.

2. Make Noted Corrections

   a. Corrections shall be of a minor nature.

   b. The work may be fabricated at the Contractor's option, except where otherwise noted.

   c. Corrected copies shall be submitted within a reasonable time for final approval.

   d. Not Approved

3. Rejected

   a. Drawings are not acceptable.

4. Revise and Re-submit

   a. Drawings are basically correct, but due to the nature and/or extent of the corrections and/or revisions required, work shall not be fabricated.

5. Submit Item Specified

   a. Contractor shall submit item as specified in the specifications.

6. The Architect / Engineer shall, within fourteen (14) days of the submittal of any shop drawings, return one copy to the contractor marked with all corrections and changes.

E. The Architect/Engineer's approval of shop drawings is subject to the following conditions:

1. Approval does not authorize changes to contract requirements unless so stated in a separate letter or change order.

2. The Contractor shall verify all dimensions.

3. Checking and approval of shop drawings shall be only for conformance with the design concept of the project and compliance with the information given in the Contract Documents. Contractor shall be responsible for the dimensions to be confirmed and correlated at the jobsite; for all quantities, for information that pertains solely to the fabrication processes or to techniques or construction, and for coordination of the work of all trades.

F. Shop drawings should generally provide the following information:

1. Job Title and Shop Drawing Number.

2. Date of Drawing and Revisions.

3. Certification that drawing has been checked by Contractor and is in compliance with the Contract Documents.

4. Details of Fabrication, Assembly and Erection.

5. Materials Used.

6. Required Dimensions.

7. Details of connections of related work.

8. Designation of the other subcontractor, trade or Contractor who provides related work shown on drawings. If not shown, this information should be provided by the Contractor before the first submittal is transmitted to the Architect / Engineer.

9. Information relating to the capacities, controls and other specification data for items or equipment.

10. Schedule, where pertinent, information on finishes or protective coating, including color samples as required.

G. Distribution Procedure:

1. In general, all shop drawings and submittals shall be received by the Architect / Engineer under a covering transmittal memorandum from the Contractor.

2. Unless otherwise indicated, initial and subsequent submissions, except final submissions shall consist of one (1) reproducible transparency and two (2) prints. The two (2) prints will be retained by the Architect /Engineer and the reproducible transparency will be returned to the Contractor.

3. Submission of catalogs, brochures and other data, where reproducible transparencies are not feasible, shall consist of a minimum of four (4) copies, two (2) of which shall be retained and two (2) returned to the Contractor. Final submittal shall include extra copies as maybe be required by the Contractor.

4. The Contractor shall make all necessary corrections to conform to the corrections and changes requested by the Architect / Engineer.

5. When shop drawings are “approved “and so stamped, the Contractor shall then submit an additional three (3) copies to the Architect/ Engineer which will be retained.

6. The Contractor shall make a minimum distribution of “approved” copies as follows:

7. One or more copies to the fabricator and /or manufacturer’s representative.

8. One copy in the contractor’s office.

9. One copy to file and keep in good condition at the site.

2.13 QUALITY OF EQUIPMENT AND MATERIALS - In order to establish standard of quality, the Architect / Engineer may, in the Detailed Specifications, refer to certain products by name and catalog number. This procedure is not to be construed as eliminating from competition other products of equal or better quality by other manufacturers where fully suitable for performance, capacity and design.

A. The Contractor shall furnish the complete list of proposed desired substitutions at the time of bidding, in the space provided on the Proposal Form, together with such engineering and catalog data as the Architect / Engineer may require.

B. Substitutions

1. Requests for substitutions will be considered under the following time limitations and situations:

    a. Not less than ten (10) calendar days before bids are due.
    b. Work or equipment specified becomes unavailable through unforeseen events such as strikes, loss of manufacturers' plant through fire, flood or bankruptcy.

2. Requested substitutions will be reviewed and adjudged. Failure of the Owner to raise objection shall not constitute a waiver of any of the requirements of the Contract Documents.

3. Request for substitutions shall include complete data with drawings and samples as required, including the following:

    a. Quality Comparison – Proposed substitution versus the specified product.
    b. Changes required in other work because of the substitution.
    c. Effect on the construction schedule.
    d. Cost Data – Resulting from the proposed substitution versus the specified product. The Contractor shall certify that the cost data presented is complete and includes all related costs under this Contract.

4. When proposing a substitution, the Contractor represents that:

    a. They have investigated the proposed substitution and have determined that it is equal to or better than the product specified.
    b. They will guarantee the substitution in the same manner as the product specified.
    c. They will coordinate and make other changes as required in the work as a result of the substitution.
    d. They waive all claims for additional costs as a result of the substitution, with the exception of those identified above under "cost data".

5. The Owner will be sole judge of the acceptability of the proposed substitution.

6. The Owner will have authority to approve or reject substitutions or to change the specified standards of quality. However, neither this authority to act under this provision nor any decision made in good faith, either to exercise or not to exercise this authority, shall give rise to any duty or responsibility of the Owner to the Contractor, any Subcontractor, any Sub-Subcontractor, any of their agents or employees, or any other persons performing the work or offering to perform the work.

C. The Contractor shall abide by the Architect / Engineer's judgment when proposed substitute materials or items of equipment are judged to be unacceptable and shall furnish the specified material or item of equipment in such case. All proposals for substitutions shall be submitted in writing by the Contractor and not by sub-contractors, individual trades or material suppliers. The Architect / Engineer will approve or disapprove proposed substitutions in writing. No substitute materials or equipment shall be used unless approved in writing.

2.14 EQUIPMENT APPROVAL DATA - The Contractor shall furnish one copy of complete catalog data for every manufactured item of equipment and all components to be used in the work, including specific performance data, material description, rating, capacity, working pressure, material gage or thickness, brand name, catalog number and general type.

A. This submission shall be compiled by the Contractor and approved by the Architect / Engineer before any of the equipment is ordered.

B. Each data sheet or catalog in the submission shall be indexed according to specification section and paragraph for easy reference.

C. After written approval, this submission shall become a part of the Contract, and may not be deviated from except upon written approval of the Architect / Engineer and Owner.

D. Catalog data for equipment approved by the Architect / Engineer does not in any case supersede the Architect / Engineer's Contract Documents. The approval of the Architect / Engineer shall not relieve the Contractor from responsibility for deviations from Drawings or Specifications, unless he has in writing called the Architect / Engineer's attention to such deviations at the time of submission, nor shall it relieve him from responsibility for errors of any sort in the items submitted. The Contractor shall check the work described by the catalog data with the Architect / Engineer's Contract Documents for deviations and errors.

E. It shall be the responsibility of the Contractor to insure that items to be furnished fit the space available. He shall make necessary field measurements to ascertain space requirements, including those for connections, and shall order such sizes and shapes of equipment that the final installation shall suit the true intent and meaning of the Drawings and Specifications.

F. Where equipment requiring different arrangement of connections from those shown is approved, it shall be the responsibility of the Contractor to install the equipment to operate properly, and in harmony with the intent of the Drawings and Specifications, and to make all changes in the work required by the different arrangement of connections without extra cost to the Owner.

2.15 SURVEYS - Unless otherwise specified, the Owner shall establish all base lines for the location of the principal component parts of the work together with a suitable number of bench marks adjacent to the work. Based upon the information provided by the Owner, the Contractor shall develop and make all detail surveys necessary for construction, including slope stakes, batterboards, stakes for pile locations and other working points, lines and elevations. The Contractor shall have the responsibility to carefully preserve bench marks, reference points and stakes, and, in the case of destruction thereof by the Contractor or resulting from his negligence, the Contractor shall be charged with the expense and damage resulting there from and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such bench marks, reference points and stakes.

2.16 RECORD DOCUMENT SUBMITTALS

A. Record Drawings: Prior to acceptance by the Owner of all work covered by the contract each contractor shall furnish to the Architect/ Engineer project record documents as required under Division 1.

B. Operation and Maintenance Manuals: Prior to acceptance by the Owner of all work covered by the contract each contractor shall furnish to the Architect/ Engineer operation and maintenance manuals as required under Division 1.

SECTION 3 - RELATIONS AMONG OWNER, CONTRACTOR AND ARCHITECT / ENGINEER

3.01 ARCHITECT / ENGINEER 'S RESPONSIBILITY AND AUTHORITY - All work shall be done under the general administration of the Architect / Engineer. The Architect / Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, rate or progress of work, interpretation of Drawings and Specifications and all questions, other than legal questions, as to the acceptable fulfillment of the Contract on the part of the Contractor.

3.02 ARCHITECT / ENGINEER'S DECISIONS - All decisions of the Architect / Engineer concerning the intent of the drawings and specifications shall be final. No changes may be made in the drawings or specifications involving more or less quantities of materials, changes in the quality of materials or workmanship, or changes in design or in the amount of labor or machine time involved, regardless of whether or not a change in contract price is sought, until a request in writing has been submitted to the Owner for his approval and such approval has been granted.

3.03 SUSPENSION OF WORK - The Owner's representative and/or the Architect / Engineer shall have the authority to suspend the work, wholly or in part, for such periods as he may deem necessary due to unsuitable weather or such other conditions as are considered unfavorable for prosecution of the work, or failure on the part of the Contractor to carry out the provisions of the Contract or to supply materials meeting the requirements of the Specifications. The Contractor shall not suspend operation without the Owner's representative and/or the Architect / Engineer's permission.

3.04 INSPECTION OF WORK - All materials and each part or detail of the work shall be subject at all times to inspection by the Owner's representative and/or the Architect / Engineer, and the Contractor will be held strictly to the true intent of the Specifications in regard to quality of materials, workmanship, and the diligent execution of the Contract. Such inspection may include mill, plant, or shop inspection, and any material furnished under these Specifications is subject to such inspection. The Owner's representative and/or the Architect / Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

3.05 EXAMINATION OF COMPLETE WORK - If the Architect / Engineer requests it, the Contractor at any time before acceptance of the work shall remove or uncover such portions of the finished work as maybe directed. After examination, the Contractor shall restore said portions of the work to the standard required by the Specifications. Should the work thus exposed or examined prove acceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed shall be paid for as Extra Work, but should the work so exposed or examined prove unacceptable, the uncovering, removing and replacing shall be at the Contractor's expense.

3.06 CONTRACTOR'S SUPERINTENDENCE - The Contractor shall designate a qualified superintendent, acceptable to the Owner's representative and the Architect / Engineer, who shall be maintained on the project and give efficient supervision to the work until its completion. The superintendent shall have full authority to act in behalf of the Contractor, and all directions given to the superintendent shall be considered given to the Contractor. In general, the Architect / Engineer's instructions shall be confirmed in writing and always upon written request from the Contractor. The Contractor's superintendent or other authorized managerial level representative shall be required to attend all scheduled job meetings.

1. Delays caused by the contractor due to lack of attendance at a scheduled job meeting and/or lack of coordination will be at the contractor's expense. This would be inclusive of all costs related to the delayed work caused by a given prime contractor and/or its subcontractors affecting any contractor (prime or sub) on the Project.

3.07 LANDS BY OWNER - The Owner shall provide the lands shown on the Drawings upon which the work under the Contract is to be performed and to be used for rights-of-way for access. Any unreasonable delay in furnishing these lands by the Owner shall be deemed proper cause for adjustment in the Contract Amount and/or in the time of completion.

3.08 LANDS BY CONTRACTOR - Any additional land and access thereto, not shown on the Drawings, that may be required for temporary construction facilities or for storage of materials shall be provided by the Contractor with no liability to the Owner. The Contractor shall confine his apparatus and storage of materials and operation of his workmen to those areas described in the Drawings and Specifications and such additional areas which he may provide as approved by the Owner's representative and the Architect / Engineer.

3.09 PRIVATE PROPERTY - The Contractor shall not enter upon private property for any purpose without obtaining permission, and he shall be responsible for the preservation of all public property, trees, monuments, etc. along and adjacent to the street and/or right-of-way, and shall use every precaution necessary to prevent damage or injury thereto. He shall use suitable precautions to prevent damage to pipes, conduits, and other underground structures, and shall protect carefully from disturbance or damage all monuments and property marks until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed.

3.10 ASSIGNMENT OF CONTRACT - The Contractor shall be bound by Section 109 of the General Municipal Law relating to the assignment of Public Contracts. The following extracts are directed to the attention of bidders:

A. "Prohibiting any contractor, to whom any contract shall be let, granted or awarded, as required by law, from assigning, transferring, conveying, subletting or otherwise disposing of the same, or of his right, title or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract."

B. "If any contractor, to whom any contract is let, granted or awarded, as required by law, by any officer, board or agency of a political subdivision, or of any district therein, shall without the previous written consent specified in subdivision one of this section, assign, transfer, convey, sublet or otherwise dispose of such contract, or his right, title or interest therein, or his power to execute such contract, to any other person or corporation, the officer, board or agency which let, made, granted or awarded such contract shall revoke and annul such contract, and the political subdivision or district therein, as the case maybe, and such officer, board or agency shall be relieved and discharged from any and all liability and obligations growing out of such contract to such contractor, and to the person or corporation to which such contract shall have been assigned, transferred, conveyed, sublet or otherwise disposed of, and such contractor, and his assignees, transferees or sub lessees shall forfeit and lose all moneys, theretofore earned under such contract, except so much as may be required to pay his employees. The provisions of this section shall not hinder, prevent or affect any assignment by any such contractor for the benefit of his creditors made pursuant to the laws of this state."

3.11 REMOVAL OF CONSTRUCTION EQUIPMENT, TOOLS AND SUPPLIES - At the termination of this Contract, before acceptance of the work by the Architect / Engineer , the Contractor shall remove all of his equipment, tools and supplies from the property of the Owner. Should the Contractor fail to remove such equipment, tools and supplies, the Owner shall have the right to remove them.

3.12 SUSPENSION OF WORK BY OWNER - The work or any portion thereof may be suspended at any time by the Owner provided that he give the Contractor five (5) days' written notice of suspension, which shall set forth the date on which work is to be resumed.

3.13 OWNER'S RIGHT TO CORRECT DEFICIENCIES - Upon failure of the Contractor to perform the work in accordance with the Contract Documents, including any requirements with respect to the Schedule of Completion, and after five (5) day's written notice to the Contractor and receipt of written approval from the Architect / Engineer, the Owner may, without prejudice to any other remedy he may have, correct such deficiencies.

3.14 OWNER'S RIGHT TO TERMINATE CONTRACT AND COMPLETE THE WORK - The Owner shall have the right to terminate the employment of the Contractor after giving ten (10) days' written notice of termination to the Contractor in the event of any default by the Contractor and upon receiving written notice from the Architect / Engineer certifying cause for such action. In the event of such termination, the Owner may take possession of the work and of all materials, tools and equipment thereon and may finish the work by whatever method and means he may select. It shall be considered a default by the Contractor whenever he shall:

A. Declare bankruptcy, become insolvent, or assign his assets for the benefit of his creditors.

B. Disregard or violate important provisions of the Contract Documents or Architect / Engineer's Instructions, or fail to prosecute the work according to the agreed progress schedule, including extensions thereof.

C. Fail to provide a qualified superintendent, competent workmen or sub-contractors, or proper materials, or fail to make prompt payment therefore.

3.15 CONTRACTOR'S RIGHT TO SUSPEND WORK OR TERMINATE CONTRACT - The Contractor may suspend work or terminate Contract upon ten (10) days' written notice to the Owner and the Architect / Engineer, if an order of any court, or other public authority causes the work to be stopped or suspended for a period of ninety (90) days through no act or fault of the Contractor or his employees.

3.16 RIGHTS OF VARIOUS INTERESTS - Wherever work being done by the Owner's forces or by other contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Architect / Engineer to secure the completion of the various portions of the work in general harmony.

3.17 SEPARATE CONTRACTS - The Owner may let other contracts in connection with the work of the Contractor. The Contractor shall cooperate with other Contractors with regard to storage of materials and execution of their work. It shall be the Contractor's responsibility to inspect all work by other Contractors affecting 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.

B. "Specialty Items" shall be construed to be limited to work that requires specialized knowledge, craftsmanship or equipment not ordinarily available in contracting organizations qualified to bid on the contract as a whole and, in general, are to be limited to minor components of the overall contract.

The following list of "Specialty Items" are work items which require special skills and comprise work which is not relevant to the general type of construction contained in this contract:

NONE

CONTRACTOR'S OWN WORKFORCE
(This form must be submitted with the Contractor's bid proposal)

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

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

3.19 SUBCONTRACTS - Within 48 hours (not counting Saturdays, Sundays or holidays) after the time of bidding, the Contractor shall submit in writing to the Owner for approval by the Architect / Engineer the names of the sub-contractors proposed for the work. After such approval, sub-contractors may not be changed except at the request of, or with the approval of the Architect / Engineer. The Contractor is responsible to the Owner for the acts and omissions of his sub-contractors, and of their direct and indirect employees, to the same extent as he is responsible for the acts and omissions of his employees. The Contract Documents shall not be construed as creating any contractual relation between any sub-contractor and the Owner. The Contractor shall bind every sub-contractor by the terms of the Contract Documents.

A. For convenience of reference and to facilitate the letting of Contracts and sub-contracts, the Specifications are separated into titled sections. Such separations shall not, however, operate to make the Architect / Engineer an arbiter to establish limits to the contracts between Contractor and sub-contractors.

3.20 WORK DURING AN EMERGENCY - The Contractor shall perform any work and shall furnish and install any materials and equipment necessary during an emergency endangering life or property. In all cases he shall notify the Architect / Engineer of the emergency as soon as practicable, but he shall not wait for instructions before proceeding to properly protect both life and property.

3.21 ORAL AGREEMENTS - No oral order, objection, claim or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the Contract Documents, and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than a definitely agreed waiver or modification thereof in writing, and no evidence shall be introduced in any proceeding of any other waiver or modification.

SECTION 4 - MATERIALS AND WORKMANSHIP

4.01 MATERIALS FURNISHED BY THE CONTRACTOR - All materials sold to the Owner and/or used in the work shall meet the requirements of the respective Specifications, and no material shall be used until it has been approved by the Architect / Engineer. All materials not otherwise specifically indicated shall be furnished by the Contractor.

4.02 MATERIALS FURNISHED BY THE OWNER - Materials specifically indicated shall be furnished by the Owner. The fact that the Owner is to furnish material is conclusive evidence of its acceptability for the purpose intended, and the Contractor may continue to use it until otherwise directed. If the Contractor discovers any defect in material furnished by the Owner, he shall notify the Architect / Engineer. Unless otherwise noted or specifically stated, materials furnished by the Owner, which are not of local occurrence, are considered to be f.o.b. the nearest railroad station. The Contractor shall be prepared to unload and properly protect all such material from damage or loss. The Contractor shall be responsible for material loss or damage after receipt of material at the point of delivery.

4.03 STORAGE OF MATERIALS - Materials shall be so stored as to insure the preservation of their quality and fitness for the work. When considered necessary, they shall be placed on wooden platforms or other hard, clean surfaces, and not on the ground, and/or they shall be placed under cover. Stored materials shall be located so as to facilitate prompt inspection. Request for payment of offsite storage shall be in accordance with Section 7.02.c.

4.04 CHARACTER OF WORKMEN - The Contractor shall at all times be responsible for the conduct and discipline of his employees and/or any sub-contractor or persons employed by sub-contractors. All workmen must have sufficient knowledge, skill, and experience to perform properly the work assigned to them. Any foreman or workman employed by the Contractor or sub-contractor who, in the opinion of the Architect / Engineer, does not perform his work in a skillful manner, or appears to be incompetent or to act in a disorderly or intemperate manner shall, at the written request of the Architect / Engineer, be discharged immediately and shall not be employed again in any portion of the work without the approval of the Architect / Engineer.

4.05 REJECTED WORK AND MATERIALS - All materials which do not conform to the requirements of the Contract Documents, are not equal to samples approved by the Architect / Engineer, or are in any way unsatisfactory or unsuited to the purposes for which they are intended, shall be rejected. Any defective work whether the result of poor workmanship, use of defective materials, damaged through carelessness or any other cause shall be removed within ten (10) days after written notice is given by the Architect / Engineer, and the work shall be re-executed by the Contractor. The fact that the Architect / Engineer may have previously overlooked such defective work shall not constitute an acceptance of any part of it.

A. Should the Contractor fail to remove rejected work or materials within ten (10) days after written notice to do so, the Owner may remove them and may store the materials.

B. Correction of Faulty Work after Final Payment shall be in accordance with Paragraph 7.18.

4.06 MANUFACTURER'S DIRECTIONS - Manufactured articles, material and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer unless herein specified to the contrary.

4.07 CUTTING AND PATCHING - The Contractor shall do all necessary cutting and patching of the work that may be required to properly receive the work of the various trades or as required by the Drawings and Specifications to complete the structure. He shall restore all such cut or patched work as directed by the Architect / Engineer. Cutting of existing structure that shall endanger the work, adjacent property, workmen or the public, shall not be done unless approved by the Architect / Engineer and under his direction.

4.08 CLEANING UP - The Contractor shall remove from the Owner's property, and from all public and private property, all temporary structures, rubbish and waste materials resulting from his operation or caused by his employees, and shall remove all surplus materials leaving the site smooth, clean and true to line and grade. 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.

B. As a condition precedent to final payment, the Contractor shall execute a guaranty in the form provided by the Architect / Engineer warranting the work under his contract free from defects of materials and workmanship and agreeing to replace at his expense any materials or equipment found defective within the two years after final acceptance by the Owner, and to replace any other work found unsatisfactory because of settlement or displacement within such longer period as may be specified in the Detailed Specifications, and to do such replacing or corrective work at such times and in such manner as not to interfere with the Owner's use of the premises.

SECTION 5 - INSURANCE, BONDS, SAFETY, ETC.

5.01 INSURANCES REQUIRED - Insurance shall be procured by the successful bidder before commencing work, no later than seven (7) days after notice of an award and maintained without interruption for the duration of the contract, in the kinds and amounts specified below.

	Each Occurrence	Aggregate
A. Commercial General Liability	$1,000,000	$2,000,000
Premises and Operations		
▪ Products and Completed Operations	$2,000,000	
▪ Independent Contractors	Not Excluded or Limited	
▪ Contractual	Not Excluded or Limited	
▪ Broad Form Property Damage	Not Excluded or Limited	
▪ X,C,U	Not Excluded or Limited	
B. Automobile Liability, including	$1,000,000 CSL	
▪ Owner		
▪ Hired		
▪ Non-Owned		
C. Excess Umbrella Liability		$5,000,000
D. Worker's Compensation	Statutory (IC-1, Section IX)	
E. New York Disability	Statutory (IC-1, Section IX)	

F. Builders' Risk-All Risk. The policy is required. The Prime Contractors shall procure and maintain Insurance against loss by fire, extended coverage, vandalism and malicious mischief upon all work in place and all materials and equipment stored on and off the building site. This insurance shall be in an amount equal to the full insurable value at all times and shall be for the benefit of the Owner and each Prime Contractor, as their interest might appear. The Policy must carry the County of Erie as the named insured.

5.02 CERTIFICATES OF INSURANCE

A. Shall be made to the "County of Erie"
95 Franklin Street, Buffalo, New York, 14202.

B. Coverage must comply with all requirements of "Instructions for County of Erie Standard Insurance Certificate" page IC-1 of this Project Manual.

C. Executed by an insurance company and/or agency or broker which is licensed by the Insurance Department of the State of New York. If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.

D. All policies in which the County of Erie is named as an additional insured shall provide that:

E. "The insurance company or companies issuing the policies shall have no recourse against the County of Erie for payment of any premiums or for assessments under any form of policy."

F. "The insurance shall apply separately to each insured (except with respect to the limit of liability)."

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.

5.07 PROTECTION OF PROJECT AND PUBLIC - The Contractor shall provide adequate signs, barricades, flashing and/or red lights and take all necessary precautions for the safety of the public and the protection of the work against loss or damage. All barricades and obstructions shall be protected at night by signal lights which shall be kept burning or flashing from sunset to sunrise. Barricades shall be of substantial construction and shall be so painted or coated as to increase their visibility at night. Suitable warning signs shall be so placed and illuminated at night as to show in advance where construction, barricades or detours exist. The Contractor shall inform himself as to conditions likely to be applicable to the site and shall, in any case, provide such watchmen, guards, watchdogs or other services as appear necessary to protect the work and workmen from damage or injury from vandalism, malicious mischief or other hazard.

5.08 TRAFFIC SAFETY AND CONVENIENCE - The Contractor shall at all times so conduct his work as to insure the least possible obstruction to traffic and to minimize inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property in a manner satisfactory to the Architect/Engineer. No road or street shall be closed to the public except with the permission of the Architect/Engineer and proper governmental authority. Fire hydrants on or adjacent to the work shall be kept accessible to firefighting equipment at all times. Temporary provisions shall be made by the Contractor to insure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches and irrigation ditches, which shall not be obstructed except as approved by the Architect/Engineer under conditions assuring satisfactory detour and/or by-pass facilities.

5.09 CROSSING UTILITIES - When new construction crosses highways, railroads, streets or utilities under the jurisdiction of State, County, City or other public agency, public utility or private entity, the Contractor shall secure written permission from the proper authority before executing such new construction. A copy of this written permission must be filed with the Owner before any work is done. The Contractor will be required to furnish a release from the proper authority before final acceptance of the work.

5.10 SANITARY PROVISIONS - The Contractor shall provide and maintain such sanitary accommodations for the use of his employees and those of his subcontractors as may be necessary to comply with the requirements and regulations of the local and State departments of health and as directed by the Architect/Engineer.

SECTION 6 - PROGRESS AND COMPLETION OF WORK

6.01 NOTICE TO PROCEED - Following authorization of the Contract by the Owner, written Notice to Proceed with the work shall be given to the Contractor. The Contractor shall begin and shall prosecute the work regularly and uninterruptedly thereafter (unless otherwise directed in writing by the Owner) with such labor force as to secure the completion of the work within the time stated in the Proposal.

6.02 LAYING OUT WORK

A. The Contractor shall, immediately upon entering the project site for the purpose of beginning work, locate all general reference points and take such action as is necessary to prevent their destruction. He shall lay out his own work and be responsible for all lines, elevations and measurements of structures, grading, paving, utilities and other work executed by him under the Contract. He must exercise proper precaution to verify figures shown on drawings before laying out work and will be held responsible for any error resulting from his failure to exercise such precaution.

B. The Contractor shall be responsible for correlation of all work.

6.03 METHODS OF MATERIALS

A. If alternate methods or materials from those specified are accepted and approved by the Owner, the Contractor shall be responsible for the equivalent operation and performance, and the proper installation in the space designated of the substituted material or system.

B. When job conditions require reasonable changes in indicated locations and arrangements, such changes shall be made without extra cost to the Owner.

6.04 CONTRACT TIME - The Contractor shall complete, in an acceptable manner, all of the work contracted for in the time stated in the Agreement, commencing with the date of Notice to Proceed.

6.05 PROGRESS SCHEDULE

A. The Contractor shall prepare a progress schedule to indicate the proposed progress of work. The progress schedule shall be in the form of a bar graph or other approved method.

B. The progress schedule shall be submitted to the Owner for application of work sequencing approval within fourteen (14) days of Notice to Proceed.

6.06 CHANGES IN THE WORK - The Owner may, as the need arises, order changes in the work through additions, deletions, or modifications without invalidating the Contract. Compensation and time of completion affected by the change shall be adjusted at the time of ordering such change, and shall be specified in a written Change Order approved by the Owner on recommendation by the Architect / Engineer.

6.07 EXTRA WORK - New and unforeseen items of work found to be necessary and which cannot be covered by any item or combination of items for which there is a Contract price shall be classed as Extra Work. The Contractor shall do such Extra Work and furnish such materials as may be required for the proper completion or construction of the whole work contemplated upon written Change Order by the Owner on recommendation by the Architect / Engineer. Materials to be incorporated into the project shall be sold to the Owner separately and apart from the furnishing of work, labor and other items required for the construction of the project in the same manner and with the same effect as if specified in the Bid Documents. In the absence of such written order, no claim for Extra Work shall be considered. Extra Work shall be performed in accordance with these Specifications where applicable and work not covered by the Specifications or special provisions shall be done in accordance with the best practice as approved by the Architect / Engineer. Extra Work required in an emergency to protect life and property shall be performed by the Contractor as required.

6.08 EXTENSION OF CONTRACT TIME - A delay beyond the Contractor's control occasioned by an Act of God, or act or omission on the part of the Owner by strikes, lockouts, fire, etc. may entitle the Contractor to an extension of time in which to complete the work as determined by the Architect / Engineer, provided, however, that the Contractor shall immediately give written notice to the Architect / Engineer of the cause of such delay. If an extension of time is granted, the approved Progress Schedule shall be updated and a change order issued covering the extension of time. The Contractor's signature on the change order shall signify the Contractor's acceptance of the updated Progress Schedule.

6.09 USE OF COMPLETED PORTIONS - The Owner shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding that the time for completing the entire work or such portions may not have expired; but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the completion of uncompleted work or causes refinishing of completed work, the Contractor shall be entitled to such extra compensation, or extension of time or both, as the Owner and Contractor may agree.

6.10 EXISTING UTILITIES - The operation of existing active utilities, including gas, water, sewer, electric and telephone lines, shall not be disturbed except as required to connect new utilities thereto.

6.11 SITE CONDITIONS - The Contractor shall maintain the site so as to avoid unhealthful, hazardous and noisome conditions. He shall maintain excavations free of the accumulation of excess water.

6.12 PREVENTION OF DELAY - The Contractor agrees that there will be no interruption in the performance of the work under this agreement due to labor strife or unrest. The Contractor and his subcontractors will not employ on the work, any labor, materials or means whose employment or utilization during the course of this contract may tend to or in any way cause or result in strikes, work stoppages, delays, suspension of work or similar troubles by workmen employed by the Contractor or his subcontractors or by any of the trades working in or about the buildings and premises where work is being performed under this contract, or by other contractors or their subcontractors pursuant to other contracts, or on any other building or premises owned or operated by the County of Erie. Any violation by the Contractor of this requirement will be considered proper and sufficient cause for the County, through the Department of Public Works – Office of the Commissioner to consider such interruption a breach of the agreement and to cancel the contract without any penalty to the County, and to recover any damages from the Contractor that may have been caused by labor strife and unrest.

SECTION 7 - MEASUREMENT AND PAYMENT

7.01 DETAILED BREAKDOWN OF CONTRACT AMOUNT - Except in cases where unit prices form the basis for payment under the Contract, the Contractor shall within ten (10) days of receipt of Notice to Proceed submit a complete breakdown of the Contract Amount showing the value assigned to the materials sold to the Owner for, and separately, the labor and other costs assigned to each part of the work, including 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.

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.

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.

7.09 PAYMENT FOR EXTRA OR OMITTED WORK - The Contractor after receiving instructions to submit a proposal for Extra Work or for the Omission of Work shall within ten (10) days, except in an emergency endangering life and/or property, furnish the Architect / Engineer with a Change Order Proposal for transmittal to the Owner. The Contractor shall also submit to the Architect / Engineer an itemized sheet or sheets showing the labor, and separately, the materials to be sold to the Owner involved in the Change Order, together with (1) a maximum mark-up for overhead and profit of 15% on the sum of the aforementioned where the work is to be performed solely by the Contractor, or (2) a maximum mark-up for overhead and profit of 10% by a sub-contractor where the work is to be performed by the sub-contractor with a 5% maximum mark-up by the contractor on the total sub-contractor cost proposal. The Architect / Engineer shall promptly review the change order proposal and forward it to the Owner, together with his recommendations. The addition to or deduction form the contract amount shall be a sum for the materials sold to the Owner and a separate sum for labor and other costs, based on the Contractor's proposal, approved by the Architect / Engineer and accepted by the Owner.

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 be difference to the Owner. The cost incurred by the Owner, as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Owner, and approved by the Architect / Engineer.

7.13 PAYMENT FOR WORK TERMINATED- Upon suspension of the work or termination of the Contract by the Owner, the Contractor shall recover payment from the Owner for the work performed as negotiated with the owner. 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.

7.15 RELEASE OF LIENS - The Contractor shall deliver to the Owner a complete release of all liens arising out of this Contract before the retained percentage or before the final Request for Payment is paid.

7.16 ACCEPTANCE AND FINAL PAYMENT - When the Contractor shall have completed the work in accordance with the terms of the Contract Documents, the Architect / Engineer shall certify his acceptance to the Owner and his approval of the Contractor's final Request for Payment, which shall be the Contract Amount plus all approved additions less all approved deductions and less previous payments made. The Contractor shall furnish evidence that he has fully paid all debts for labor, materials, and equipment incurred in connection with the work, following which the Owner shall accept the work and release the Contractor except as to the conditions of the Performance Bond, any legal rights of the Owner, required guarantees, and Correction of Faulty Work after Final Payment, and shall authorize payment of the Contractor's final Request for Payment. The Contractor must allow sufficient time between the time of completion of the work and approval of the final Request for Payment for the Architect / Engineer to assemble and check the necessary data.

7.17 TERMINATION OF CONTRACTOR'S RESPONSIBILITY - The Contract will be considered complete when all work has been finished, the final inspection made by the Architect / Engineer, and the project accepted in writing by the Owner. The Contractor's responsibility shall then cease, except as set forth in his Performance Bond, as required by the Guaranty Period in accordance with Paragraph 4.09, and as provided in Paragraph 7.18.

7.18 CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT - The approval of the final Request for Payment by the Architect / Engineer and the making of the final payment by the Owner to the Contractor shall not relieve the Contractor of responsibility for faulty materials or workmanship. The Owner shall promptly give notice of faulty materials or workmanship and the Contractor shall promptly replace any such defects discovered within two years from the date of written acceptance of the work, or within such longer period as may be incorporated in the Detailed Specification Requirements. The Architect / Engineer shall decide all questions arising under this paragraph.

SECTION 8 - WAGES AND LABOR CONDITIONS

8.01 WORKING HOURS - No laborer, workman or mechanic in the employ of the Contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by this contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.

8.02 WAGE RATES AND SUPPLEMENTS - Each laborer, workman or mechanic, employed by the Contractor, subcontractor or other person about or upon such public work, shall be paid not less than the prevailing rates of wages and shall be provided supplements not less than the prevailing supplements, as determined by the Industrial Commissioner of the State of New York (see "Information for Bidders").

8.03 DISCRIMINATION

A. In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no Contractor, subcontractor nor any person acting on behalf of such Contractor or subcontractor, shall by reason of race, creed, color or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;

B. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color or national origin;

C. There may be deducted from the amount payable to the Contractor by the County of Erie under this contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract;

D. This contract may be cancelled or terminated by the County of Erie and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract; and

E. The aforesaid provisions of this section covering every contract for or on behalf of the County of Erie for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

F. General Regulation No. 1 as issued by the State Commission Against Discrimination states: "It is hereby agreed by and between the parties hereto that every contractor and subcontractor engaged in the public work described in this contract shall post and maintain at each of his establishments and at all places at which the public work described hereunder is being conducted, the Notice of the State Commission Against Discrimination indicating the substantive provision of the Law Against Discrimination, where complaints may be filed, and other pertinent information. Such Notice shall be posted in easily accessible and well lighted places customarily frequented by employees and applicants for employment."

G. Provision of the State Law Against Discrimination also prohibits discrimination in employment because of age.

8.04 EQUAL EMPLOYMENT OPPORTUNITY

In the performance of work under Erie County Contracts or any subcontract, no Contractor, subcontractor, nor any person acting on behalf of such Contractor, or subcontractor, in their employment practices, shall by reason of race, color, national origin, sex, age, religion, marital status, or disability discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates. Reference Title VI of the Civil Rights Act of 1964 (42 USC 200d).

Executive Order 11245, 30 Federal Regulation 12319 (1965) (Equal Opportunity Clause)

During the performance of Erie County contracts, the Contractor agrees:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, national origin, sex, age, religion, marital status, or disability. The Contractor will take affirmative action to ensure the applicants are employed and employees are treated during employment, without regard to their race, color, national origin, sex, age, religion, marital status, or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. The Contractor agrees to appoint an Equal Employment Opportunity (EEO) officer whose function will be to assure that said Contractor participates fully and effectively in the County of Erie Affirmative Action Program in compliance with the requirements of the County of Erie Contract.

C. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the EEO officer setting forth the provisions of this non-discrimination clause.

D. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, national origin, sex, age, religion, marital status, or disability.

E. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the organization EEO officer, advising the labor union or workers' representative of the Contractor's commitment under Executive Order No. 11246 on September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

F. The Contractor will file, by the fifteenth day of each month with the EEO office and the Contracting Agency, a monthly manpower utilization report of his work force on the Erie County project for the preceding month, broken down by racial groups, craft status, and job classification and including (a) the number of minority workers he has secured and (b) the type of On-the-Job Training he has provided on the Erie County project, the classification of said minority participants (apprentices, journeymen, and trainees), the specific crafts in which they have received training, and the number of hours they have worked.

G. The Monthly Manpower Utilization Report shall be attached to every Request for Payment Application. Payment Requests will not be reviewed unless the manpower utilization report is attached.

H. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 and all relevant rules, regulations, and orders of an Erie County Contract and the Erie County Affirmative Action Program.

I. In the event of the Contractor's non-compliance with the nondiscrimination clauses of an Erie County Contract or with any such rules, regulations, or orders that contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Erie County contracts in accordance with the procedures authorized in Executive Order No. 11246 or as otherwise provided by law.

J. The Contractor will include the provisions of paragraphs a. through i. in every subcontract or purchase order unless specifically exempted by the rules, regulations, or orders, of an Erie County contractual agreement, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the Contracting Agency may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation with any subcontractor or vendor as a result of such direction by the Contracting Agency, the Contractor may request the County of Erie to enter into such litigations to protect the interests of the County of Erie.

8.05 MONITORING

A. The EEO Office has the responsibility of administering the Monitoring Program for the County of Erie and its Affirmative Action Program. During the monitoring of an organization, the EEO Office shall receive the full cooperation of the Contracting Agency in dealing with organizations needing remedial actions.

B. The objective of the County of Erie's Monitoring Program is a systematic review, by the EEO Office, of the Contractor's performance in meeting the goals of minority utilization at each level of his work force. There will be two basic results from the County of Erie's monitoring process:

C. Acceptable achievement or progress, according to the program for construction contracts on County of Erie projects, toward the County of Erie's goal of 13.2% minority manpower utilization, and in addition, the County of Erie's goal for the utilization of women in the area of construction shall be in accordance with the U.S. Department of Labor's goal of 6.9%.

   1. Insufficient progress toward goals according to the program; if an organization is found to be unwilling to correct deficiencies after a recommended non-compliance investigation, the County of Erie may:

      a. Summon the Contractor to a hearing

      b. Withhold progress payments in part or in full

      c. Cancel the Contract

      d. Bar the award of future contracts until the Contractor can demonstrate that he will comply

D. The County of Erie's Monitoring Program will consist of both Off-Site and On-site monitoring.

E. Off-Site monitoring program shall consist of Monthly Employment Utilization reports 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.

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, six percent (6%) of the total contract value represents a fair share of minority business utilization and five percent (5%) 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.

   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 6% and/or 5% 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%, 6% and 5% 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.

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%, 6% and 5% 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.

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.

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.

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.

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.

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.

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:

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

ii. There is a lack of NYSCATP approved by the Department of Labor for at least 75% of the work hours anticipated to be spent on construction-type activity involved in the Construction Contract; or

iii. The Construction Contract is in response to an emergency condition; or

iv. The Project is estimated to cost less than $250,000 or the Bid amount is less than $250,000; or

v. None of the bids received were from Bidders who had an NYSTACP.

G. All Bids shall be reviewed by the Monitoring Agency within 10 business days of delivery of the Bids by the Contracting Agency to the Monitoring Agency. A Contracting Agency shall not reject any Bid as being non-responsive to the requirements of the Local Law and these Rules, unless the Monitoring Agency, within 10 business days of receipt of Bids from the Contracting Agency, provides the Contracting Agency with a written report recommending non-responsiveness of the Bidder and the reasons therefore. Determination of a Bidder's compliance with the Local Law and these Rules shall be the responsibility of the Monitoring Agency.

H. The Contracting Agency is permitted to require within the Bid specifications for a Project, a reasonable fee for the Prime Contractor to hire an independent monitor to review and report on the diversification gals of the Local Law

3. Effect

These Rules and Regulations shall become effective immediately. No Rule or Regulation promulgated herein shall be disapproved by the Erie County Legislature unless and until such time as the public, following 10 days advertised notice, is given the opportunity to comment upon such rule or regulation.

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: _____ ADDRESS: _____ CITY, STATE: _____ TELEPHONE: _____ IRS #: _____				YES NO	

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 #: _____

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 6%) _____%

WBE Percent (%) of project bid: (EC goal is 5%) _____%

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: $_____

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	**TOTAL AMOUNT EXPENDED**
WBE	**TOTAL AMOUNT EXPENDED**
SDVOB	**TOTAL AMOUNT EXPENDED**

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

*Sworn to before me

This _____ day of _____, 20___

_____

Notary Public / Commissioner of Deeds

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

MARK C. POLONCARZ
COUNTY EXECUTIVE

WILLIAM E. GEARY
COMMISSIONER OF PUBLIC WORKS

Building Permit Application

ECDPW Building Permit No.

Part I: General Information

1. Project Location and Information

Project Name:
Name and Address:
Building Name:

2. Architect/Engineer (Prime)

Name:
Address:
City, State, Zip: Phone Number:

3. Contractor

Name:
Address:
City, State, Zip: Phone Number:

4. Type of Construction or Improvement

☐New Building: Proposed use is		
☐Conversion:	Current use is	Proposed use is

☐Addition	☐Alteration	☐Repair/Replacement	☐Relocation
☐Demolition	☐Sign	☐Fence	☐Equipment
☐Other (Describe)			

NOTE: AN INCOMPETE APPLICATION MAY DELAY THE TIMELY ISSUANCE OF YOUR PERMIT; PLEASE ENTER N/A IF A SECTION IS NOT APPLICABLE

5. Use and Occupancy Classification

☐ Assembly Group **A**	☐ Business Group **B**	☐ Education Group **E**	☐ Factory Group **F**
☐ High-Hazard Group **H**	☐ Institutional Group **I**	☐ Mercantile Group **M**	☐ Residential Group **R**
☐ Storage Group **S**	☐ Utility Group **U**		

If Assembly, Factory, High-Hazard, Institutional, Residential or Storage indicate Group subcategory type (e.g. Assembly A4) and Describe:

6. Special Inspections Required (3Rd Party) ☐ N/A

☐ Electrical	☐ Mechanical	☐ Plumbing	☐ Geotechnical
☐ Foundations	☐ Compaction	☐ Steel	☐ Equipment
☐ Asbestos	☐ Hazardous Materials	☐ Medical Specialties	☐ Other:
☐ Chapter 17 – Structural Tests and Special Inspections			

7. Dimensions of **EXISTING** Buildings**:**

Description:	Width:	Length:	Height:	No. of Stories:

8. Dimensions of **NEW** Buildings:

Description:	Width:	Length:	Height:	No. of Stories:

9. Lot Dimensions:

Description:	Width:	Length:	Height:	No. of Stories:

NOTE: AN INCOMPETE APPLICATION MAY DELAY THE TIMELY ISSUANCE OF YOUR PERMIT; PLEASE ENTER N/A IF A SECTION IS NOT APPLICABLE

10. Description of Project: (If need additional space please attach sheets to application). For any mixed occupancy, specify in detail the nature and extent of each use.

11. Estimated Project Cost

Cost of the work to be performed, **excluding** land costs:

CONTINUE TO PART TWO: ***DO NOT WRITE BELOW THIS LINE – OFFICIAL USE ONLY***

Date Received:	Received by:	Forwarded to (for review):
Additional Approvals needed:		
☐Historic Preservation	☐Environmental Impact Statement	☐Engineering:
☐Attorney:	☐Other (explain):	☐None

Part II: Not Used

Part III: Project Location and Details

1. This application must be accompanied by two complete sets of plans and specifications. Depicting the scope of the work to be performed.

2. Location of the proposed structure or addition showing the number of stories and all exterior dimensions.

3. The distance of the proposal from all lot lines and any structure including neighboring structures.

4. The depth of the proposed foundation or footers.

5. The maximum percentage of the lot to be covered by building(s).

6. The Water Supply is: ☐Municipal Water ☐Existing Well ☐New Well

7. Site is: ☐Within Flood Plain ☐**Not** within Flood Plain
   ☐Designated as a Wetland ☐**Not** Designated as a Wetland

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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

i. Rough-in of all building systems, including but not limited to: Electrical, Plumbing, Gas or Fuel Piping, Security, HVAC, Temperature Controls, etc.

j. A final inspection after all work authorized by the building permit has been completed

2. DO NOT PROCEED TO THE NEXT STEP OF CONSTRUCTION IF SUCH "INTERNAL WORK" HAS NOT BEEN INSPECTED. Otherwise, work may need to be removed at the contractor's expense to conduct the interior inspection. Close coordination with the Erie County Department of Public Works, Office of the Commissioner will greatly reduce this possibility.

3. All permitted electrical work to be performed will be inspected by a certified independent third party having the prior approval of the Department of Public Works. Such inspections shall be paid for by the Contractor.

4. Owner herby agrees to allow the Erie County Department of Public Works, Office of the Commissioner to inspect the sufficiency of the work being done pursuant to this permit, provided however, that such inspection(s) is (are) limited to the work being conducted pursuant to this permit and any other non work related violations which are readily discernible from such inspection(s).

5. New York State law requires contractors to maintain Worker's compensation and Disability Insurance for their employees. The contractor, as part of their Building Permit Application, shall submit copies of their NYS Workmen's Compensation and NYS Worker's Disability Insurance Certificates on the prescribed New York State forms. The County also requires Certificates of Insurance as limited on the attached Schedule for Contractors performing work on County property whether contracted by the County or third party. Please use the attached Standard Insurance Certificate with the "County of Erie, 95 Franklin St, Buffalo, NY 14202" listed as Certificate Holder.

6. All drawings and specifications submitted with a Building Permit Application for a Building Permit shall bear the seal and signature of a NYS Registered Design Professional per the requirements of NYS law. Building Permit Applications submitted without the seal and signature of a registered NYS Design Professional will be returned as incomplete.

7. If a Certificate of Occupancy is required, the structure shall not be occupied until said certificate has been issued.

8. Work undertaken pursuant to this permit is conditioned upon and subject to any State and Federal regulations relating to Asbestos Material and any other Hazardous Material.

9. This permit does not include any privilege of encroachment in, over, under, or upon any city street or right-of-way.

10. The building permit card must be displayed so as to be visible from the street nearest to the site of the work being conducted.

I,_____, the above named applicant, hereby attest that I am the contractor for the above referenced project and affirm under the penalty of perjury that all statements made by me on this application are true.

(Contractor Signature) Date:

Please Return Completed Application to:

Erie County
Department of Public Works
95 Franklin Street, Room 1400
Buffalo, NY 14202

DO NOT WRITE BELOW THIS LINE – OFFICIAL USE ONLY

☐ Application Approved	Date:	Permit Number:
☐ Permit issued by:		Date:
CERTIFICATE OF OCCUPANCY OR COMPLIANCE MUST BE OBTAINED BEFORE OCCUPANCY USE.		
☐ Certificate of Occupancy or Use by:		Date:
☐ Application Denied by:		Date:

NOTE: AN INCOMPETE APPLICATION MAY DELAY THE TIMELY ISSUANCE OF YOUR PERMIT; PLEASE ENTER N/A IF A SECTION IS NOT APPLICABLE

INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

I. Insurance shall be procured and certificates delivered before commencement of work or delivery of merchandise or equipment.

II. CERTIFICATES OF INSURANCE

A. Shall be made to the "County of Erie, 95 Franklin St, Buffalo NY, 14202"

B. Coverage must comply with all specifications of the contract.

C. Must be executed by an insurance company, agency or broker, which is licensed by the NYS Department of Financial Services.
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	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
& Employer's Liability							
Disability Benefits	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Professional Liability			$5,000,000				
Cyber Liability	$1,000,000	N/A	$5,000,000	N/A	N/A	N/A	$1,000,000
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 noncontributory basis.

VII. Designated Construction Project General Aggregate Limit Per Project Endorsement CG 25 03 is required

VIII. In the event the concessionaire is required to have a N.Y.S. license to dispense alcoholic beverages an endorsement for liquor liability is required.

IX. Waiver of Subrogation: Required on all lines unless noted

X Transportation of people in buses, vans or station wagons requires $5,000,000 excess liability.

XI. Workers Compensation: State Workers' Compensation / Disability Benefits Law.

USE APPLICABLE CERTIFICATES BELOW:

Workers Compensation Forms

CE-200	Exemption
C105.2	Commercial Insurer
SI-12	Self-Insurer
GSI-105.2	Group Self Insured
U-26.3	New York State Insurance Fund

DBL (Disability Benefits Law) Forms

CE-200	Exemption
DB-120.1	Insurers
DB-155	Self-Insured

XII. The "ACORD" form certificate may be used in place of the County of Erie Standard Insurance Certificate, provided that all of the above referenced requirements are incorporated into the "ACORD" form certificate.

XIII Cyber Liability coverage must be provided in instances where vendors/contractors have access to the County's IT network and/or any personal and confidential information.

XIV Pollution/Environmental Liability coverage required for projects involving the remediation, handling, transporting and/or disposal of hazardous waste Including but not limited to asbestos, lead and any other substance determined to be a Pollutant or Contaminant by the (DEC).

XV Endorsement CG2038 (Additional Insured) or equivalent should be used in construction contracts where there is no direct contract between the Contractor performing services and ECC/Erie County.

County of Erie Standard Insurance Certificate

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME	
	PHONE (A/C No, Ext)	FAX A/C No:
	EMAIL ADDRESS	
	PRODUCER CUSTOMER ID #:	
	INSURER(S) AFFORDING COVERAGE	**NAIC #**
INSURED	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO T E INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY T E POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
	☐						PERSONAL & ADV INJURY	$
	☐						GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	☐ HIRED AUTOS							$
	☐ NON-OWNED AUTOS							$
	☐							
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DEDUCTIBLE							$
	☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ WC STATU TORY LIMITS- ☐ OTH ER-	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**	N/A					E.L. EACH ACCIDENT	$
	If yes describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L.DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER	**CANCELLATION**
County of Erie 95 Franklin St Buffalo NY, 14202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

X. FOR COUNTY USE ONLY:

Name of County Dept. Requesting Certificate: DPW OFFICE OF THE COMMISSIONER

Purchase Order or Contact Number: _____

Vendor Insurance Classification: _____

(Rev 3/11)

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X.C.U. (explosion, collapse, Underground)	INCLUDE						
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Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Hired	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Non-Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Excess/Umbrella Liab.	$5,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$5,000,000	$1,000,000
Worker's Compensation	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
& Employer's Liability							
Disability Benefits	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Professional Liability			$5,000,000				
Cyber Liability	$1,000,000	N/A	$5,000,000	N/A	N/A	N/A	$1,000,000
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

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XV Endorsement CG2038 (Additional Insured) or equivalent should be used in construction contracts where there is no direct contract between the Contractor performing services and ECC/Erie County.

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 disproportionally rely upon various forms of public support in their retirement years; and

WHEREAS, pay inequity can significantly impact the County, necessitating the provision of various public subsidies for low income residents and leading to the lack of receipt of income by women residents which would be spent in our local economy; and

WHEREAS, through the enforcement of current state and federal laws that ban unequal pay for equal work, Erie County can help ameliorate the many negative consequences of pay inequality, thereby improving the lives of those who might otherwise be underpaid, strengthening families and protecting children, and

reducing the demand for public services, all positively impacting county, state and federal budgets.

NOW, THEREFORE, I MARK C. POLONCARZ, Erie County Executive, by virtue of the authority vested in me by the Erie County Charter § 302, do hereby order as follows:

1. It is ordered that on and after January 1, 2015, all Erie County offices, departments and administrative units, including but not limited to the Division of Purchase, fully implement a requirement in all bids, requests for proposals and other contract solicitations that the contractor submit an Erie County Equal Pay Certification which certifies the contractor's compliance with Federal Equal Pay Law and New York State Equal Pay Law (together, the "Equal Pay Laws"). Such certification shall be required prior to execution of the contract; and it is,

2. Further ordered that such certification shall include a representation by the contractor that it has not been the subject of an adverse finding under the Equal Pay Laws within the previous five years and shall include disclosure of any currently pending claims against the contractor; and it is,

3. Further ordered that violation of any provision of the Equal Pay Laws during the effective period of such a contract or the filing of a false or misleading Erie County Equal Pay Certificate may constitute grounds for immediate termination of such a contract; and it is,

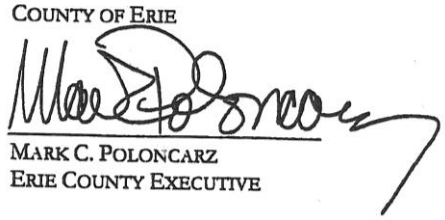
4. Further ordered that violation of any provision of the Equal Pay Laws during the effective period of such a contract or the filing of a false or misleading Erie County Equal Pay Certificate may constitute grounds for determining a bidder or responder is not qualified to participate in future County contracts; and it is,

5. Further ordered that the Law Department prepare an Erie County Equal Pay Certification for use by Erie County offices, departments and administrative units and assure compliance with this Executive Order in the contract approval process; and it is,

6. Further ordered that the County Division of Equal Employment Opportunity ("EEO") establish a procedure for compliance monitoring and periodic auditing of certification records; and it is,

GIVEN, under my hand and the Privy Seal of the County of Erie in the City of Buffalo this 28th day of October, in the year two thousand fourteen.

COUNTY OF ERIE

BY: 

MARK C. POLONCARZ
ERIE COUNTY EXECUTIVE

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

Executive Order #018
Erie County Construction Project Bid Documents Shall Include
Local and Disadvantaged Worker Requirements

Whereas, Erie County annually appropriates over $25,000,000 in tax dollars for expenditures related to public works construction projects;

Whereas, Erie County awards contracts to private firms to provide the construction services associated with budgeted projects;

Whereas, while unemployment in Erie County as a whole is comparable to other metropolitan regions in the United States, the unemployment rate within certain zip codes located in Erie County is as high as 21.7% and the poverty rate as high as 44.7%;

Whereas, there are 182,200 working age individuals in the region who are either unemployed or underemployed and seeking work;

Whereas, low-income or otherwise disadvantaged individuals residing in Erie County experience higher rates of unemployment compared to other individuals;

Whereas, the purpose of this order is to foster construction employment opportunities for qualified local residents, underemployed individuals or otherwise disadvantaged workers on those construction projects located within the geographic boundaries of Erie County which are bid by the County of Erie ("Erie County construction project(s)").

Now, Therefore, I, Mark C. Poloncarz, Erie County Executive, by virtue of the authority vested in me by Erie County's Charter Sections 301 and 302, do hereby order as follows:

1. It is ordered that on and after April 30, 2018, all bids for Erie County construction projects initiating out of the Erie County Department of Environment and Planning Division of Sewerage Management and on and after October 1, 2017, all other bids for Erie County construction projects wherever so initiated, and all associated contracts involving an expenditure of $250,000 or greater which utilize not less than three workers to complete the project shall require that:

   a) Entirely 100% of work hours performed by residents of New York State on an Erie County construction project will be worked by residents of the Local Labor Area (Erie County, Niagara County, Chautauqua County, Cattaraugus County, Allegany County, Wyoming County, Genesee County, Orleans County).

   b) At least 70% of total work hours performed by residents of New York State on an Erie County construction project will be worked by residents of the County of Erie.

   c) For the remainder of the calendar year subsequent to the effective date of this Order as specified above in Section 1, and for the entirety of the calendar year that follows, at least 20% of total work hours performed by residents of New York State, which percentage may be wholly or partly included within the hourly requirement contained in sub-section (b) above, used on an Erie County construction project will be worked by residents of Erie County who reside in zip codes with a poverty rate of 20% or higher, and/or, in any ratio, disadvantaged workers who

reside in Erie County. A disadvantaged worker is a resident who has a household income below 50% of the Area Median Income ("AMI"); or has been released from prison within the last 10 years; or participates in the Temporary Assistance for Needy Families program; or participates in the Supplemental Nutrition Assistance Program; or has been unemployed for at least 12 consecutive months.

d) On the first day of the second full calendar year from such effective date and continuing thereafter, the applicable percentage of total work hours performed referenced in this subsection above will move upward from 20% to 30%. The applicable zip codes as referenced above will be determined annually by the ErieCounty Division of Equal Employment Opportunity and will be provided to potential contractors in all request for bids documents; and

2. It is further ordered that work hours performed by individuals residing outside of New York State will not be included in the requirements set forth above; and

3. It is further ordered that where an Erie County construction project is funded in whole or in part with Federal Highway Administration monies, those projects are exempt from the requirements specified above to avoid conflict with federal law or regulation; and

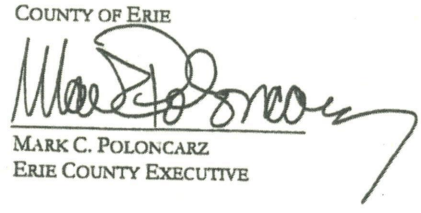
4. It is further ordered that failure to adhere to the requirements herein, as further delineated in all formal construction contracts and any rules and regulations promulgated pursuant to Section 5 below, will constitute grounds for immediate termination of the underlying contract and will further result in the Contractor being deemed a non-responsible bidder for a period of twelve months. Once grounds for immediate termination are established, actual contract termination will be at the discretion of Erie County; and

5. It is further ordered that the Erie County Department of Law must promulgate, and update annually where necessary, separate formal rules and regulations with respect to implementation of the requirements contained herein as applied respectively and distinctly to Erie County construction projects initiating out of the Erie County Department of Environment and Planning Division of Sewerage Management and to Erie County construction projects wherever else so initiated. The Erie County Department of Law must also assure compliance with this Executive Order within the contract approval process; and

6. It is further ordered that the Erie County Division of Equal Employment Opportunity establish a procedure for compliance monitoring and periodic auditing of construction contractor hiring rates.

Given, under my hand and the Privy Seal of the County of Erie in the City of Buffalo this twenty seventh day of September, in the year two thousand seventeen.

COUNTY OF ERIE

BY: 

MARK C. POLONCARZ
ERIE COUNTY EXECUTIVE

RULES AND REGULATIONS IMPLEMENTING
ERIE COUNTY EXECUTIVE MARK C. POLONCARZ ORDER #18

PURPOSE

The Erie County Attorney's Office promulgates these Rules and Regulations pursuant to Section 5 of Erie County Executive Mark C. Poloncarz Order #18 dated September 27, 2017 ("EO #18"). These Rules and Regulations are intended to articulate guidelines for implementing the provisions of EO #18 as they relate to those Erie County construction projects.

DEFINITIONS

1. **ERIE COUNTY CONSTRUCTION PROJECT** shall mean construction projects bid by Erie County and located within the geographic boundaries of Erie County which involve an expenditure of $250,000 or more and which utilize not less than three construction workers to complete the project.

2. **CONSTRUCTION SUBCONTRACT** shall mean any subcontract entered into by a contractor working on an Erie County Construction Project which, by its terms, engages such subcontractor to provide work hours on an Erie County Construction Project.

3. **CONTRACTOR OR SUBCONTRACTOR** shall mean a contractor or subcontractor that directly employs construction workers who provide work hours on an Erie County Construction Project.

4. **CONSTRUCTION WORKER** shall mean a laborer, workman or mechanic who resides in the local labor area (Erie County, Niagara County, Chautauqua County, Cattaraugus County, Allegany County, Wyoming County, Genesee County, Orleans County) and is directly involved in the construction, reconstruction, improvement, rehabilitation, installation, alteration, renovation, demolition or otherwise providing for any building, facility, roads, highways, bridges, or physical structure of any kind, but does not include professional services employees.

APPLICATION

All Erie County Construction Projects ("Project" or "Projects") as defined above are subject to the provisions of EO #18. The Commissioner or his/her Designee or the Division Head or his/her Designee of the Erie County Department or Division who solicits a bid for an Erie County Construction project ("the Commissioner") must, with the aid of the County Attorney when necessary, determine on a case by case basis the applicability of EO #18 to a given project. In order for a project to be subject to EO #18, the Commissioner must make the following findings:

1. **Location**: The Commissioner must find that work on a project will take place solely within the geographic boundaries of Erie County.

2. **Monetary Threshold**: The Commissioner must find that the cost of a project meets or exceeds $250,000. In determining whether a project meets the expenditure threshold of $250,000, the Commissioner shall calculate the total cost of the project based on the successful bidder's final bid submission. A project previously exempt because it did not meet the monetary threshold of $250,000 may become subject to EO #18 because an amendment, modification, renewal, or extension increases the total cost of the project. In that case, the Commissioner will have the authority to unilaterally amend the project contract(s) to include the standard EO #18 contract language and certification specifically delineated below.

3. **Work Force Threshold**: The Commissioner must find that no less than three construction workers will be utilized by contractor and/or subcontractor for the completion of the project. In determining whether a project utilizes at least three construction workers to complete the Project, the Commissioner shall rely on the statement of work force contained within the attestation required by the mandatory request for bid language specifically delineated below. A project previously exempt because it did not meet the work force threshold may become subject to EO #18 because of an increase in work force during the course of work on the project. In that case, the Commissioner shall have the authority to unilaterally amend the project contract(s) to include the standard EO #18 contract language and certification specifically delineated below.

REQUEST FOR BID LANGUAGE

The Commissioner shall include the following language in all construction project Requests for Bids.

ERIE COUNTY EXECUTIVE ORDER #18: The project contemplated by this Request for Bids may be subject to Erie County Executive Order #18 which is attached hereto along with its Rules and Regulations for reference as Exhibit _____. The Erie County Department or Division letting the contract will advise the successful bidder if it must comply with Executive Order #18 at the time of award. All bids must include a verified attestation of intent to comply and statement of work force. Such attestation and statement is attached hereto as Exhibit _____. Any bids received which do not include such attestation or include an incomplete attestation will be deemed non-compliant and will not be considered for award. 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)

B) The People United for Sustainable Housing located at 271 Grant Street, Buffalo, NY 14213

C) At least one private staffing firm to aid Contractor in locating qualified candidates

D) Any other staffing organization or web site if so directed by the Erie County Commissioner of Public Works

3) All job opening(s) posted pursuant to Section one above must be posted for a period of at least ten (10) consecutive calendar days. Proof of publication must be included in all waiver requests.

4) The narrative provided with a waiver request shall state the number of candidates found via the job postings that would aid Contractor in meeting the requirements of EO #18, the number of those candidates that were subsequently interviewed for the opening(s), and if such candidates were not hired, the narrative shall include the reason(s) why the candidates were found to be unsuitable for the position(s).

5) A copy of the waiver request shall be sent to the Project Manager/Point of Contact in the Erie County Department of Public Works located at 95 Franklin Street, 14th Floor, Buffalo, NY 14202

If the Erie County Division of Equal Employment Opportunity determines that a successful bidder has demonstrated a good faith effort to comply in whole with the provisions of EO #18, and yet for reasons delineated in its request still cannot do so, a partial waiver shall be granted to the successful bidder.

SPECIALIZED WORK EXEMPTION

Certain Erie County Construction Projects require the use of workers who possess specialized skills, training, or formal certification/licensing in order to complete the contemplated work. When a Commissioner or Director of an Erie County Department or Division believes that there are an insufficient number of construction workers that meet EO#18 requirements and possess the unique qualifications necessary to complete such specialized work, he/she may request a specialized work exemption from the Erie County Division of Equal Employment Opportunity. Where granted, a specialized work exemption removes the mandates of EO #18 in whole or in part for a given project.

A request for a specialized work exemption shall be made in writing by the commissioner or director bidding the subject project. The request shall be directed to the Erie County Division of Equal Employment Opportunity at 95 Franklin Street, Room 625, Buffalo, NY 14202 "Attention Director" and must include a narrative describing what the specialized work involves, what portion of the project such specialized work is needed for, the particular skills, training, or formal

certification/licensing needed to perform the work, and the steps taken to determine if workers meeting EO #18 requirements have the necessary expertise. Upon receipt of a specialized work exemption request, the Equal Employment Opportunity Director shall form an ad hoc committee, and select its members, in order to review the request and either grant or deny the specialized work exemption.

The specialized work exemption committee shall consist of four members to include the commissioner or director of the department or division biding the project, the involved project manager, and one respective representative from the Erie County Department of Law and the Erie County Division of Equal Employment Opportunity. The committee shall convene as soon as practicable to consider the specialized work exemption request. In making a determination, the committee shall consider all information presented to it and shall solicit further information from any source available in order to aid in its deliberations. A determination as to whether or not to grant the specialized work exemption shall be made within a reasonable time so as not to frustrate the bidding process for the contemplated project. The committee's determination shall be memorialized in writing and shall include its specific findings and the information upon which such findings were made.

Where the committee finds that a specialized work exemption is warranted, a notice to bidders shall be included in the project bid specifications which shall clearly indicate what portion of the project is exempt from the provisions of EO #18 and shall further indicate that the remaining work, if any, may still be subject to EO #18. Where there is work remaining outside of the granted exemption, the attestation of work force must be completed to include that portion of work which falls outside of the exemption.

COMPLIANCE

The Director of the Erie County Division of Equal Employment Opportunity shall ensure that all contractors and subcontractors working on a Project as defined herein are in compliance with EO #18 or are in compliance with the provisions of any duly granted partial waiver or have been granted a full waiver.

PENALTY FOR NONCOMPLIANCE

Any failure to adhere to Erie County Executive Order #18 or the Rules and Regulations contained herein shall cause Contractor to be deemed noncompliant. Such noncompliance shall constitute grounds for immediate termination of the underlying contract and shall further result in the Contractor being deemed a non-responsible bidder for a period of twelve months. Once grounds for immediate termination are established, actual contract termination will be at the discretion of Erie County.

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 LCPTracker 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 *LCPTracker* 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 Oder No. 18 to all contracting agencies, and stakeholders.

B. PENALTIES

Willful breach of the Executive Order No. 18 by the CONTRACTOR, failure to submit the Contract Compliance Reports via LCPTracker, 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.

EO #18 - EXHIBIT # 4

First Source Policy Targeted Zip Codes – Erie County Zip Codes with 20% Poverty Rate or Higher:

Zip Code	Area
14201	Buffalo – Peace Bridge to Chippewa
14203	Buffalo – Downtown and the Outer Harbor
14204	Buffalo – Fruit Belt to the Old First Ward
14206	Cheektowaga
14207	Buffalo
14208	Buffalo
14209	Buffalo
14210	Buffalo
14211	Buffalo, Cheektowaga and Sloan – Kensington and Bailey
14212	Buffalo and Cheektowaga – Central Terminal and Broadway
14213	Buffalo – Peace Bridge to Buffalo State
14214	Buffalo – Delaware Park to UB (East Side)
14215	Buffalo and Cheektowaga – Intersection of Bailey Ave. and Route 33
14218	City of Lackawanna
14061	Farnham
14169	Wales Center

APPENDIX "E"

COUNTY OF ERIE – CONTRACT REFERENCE DOCUMENTS

Exhibit 1 – Example Agreement

Exhibit 2 – Example Performance and Labor Bond

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."

SECTION 003119
EXISTING CONDITION INFORMATION

PART 1 GENERAL

1.1 EXISTING CONDITION INFORMATION

A. This Document, with its referenced attachments, is part of the Procurement and Contracting Requirements for this Project. They provide Owner's information for Bidders' convenience and are intended to supplement, rather than serve in lieu of, the Bidders' own investigations. It is made available for Bidders' convenience and information and is not a warranty of existing conditions. This Document and its attachments are not part of the Contract Documents.

B. Existing drawings that include information on existing conditions, including previous construction at Project Site, are available for viewing or download on the Architect's information exchange website (Autodesk Forma).

C. Existing specifications and submittals that include information on existing conditions, including previous construction at Project Site, are available for viewing or download on the Architect's information exchange website (Autodesk Forma).

1.2 RELATED REQUIREMENTS:

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

PART 2 PRODUCTS – (NOT USED).

PART 3 EXECUTION – (NOT USED).

END OF SECTION 003119

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SECTION 003126
EXISTING HAZARDOUS MATERIAL INFORMATION

PART 1 GENERAL

1.1 EXISTING HAZARDOUS MATERIAL INFORMATION

A. This Section with its referenced attachments is part of the Procurement and Contracting Requirements for this Project. It provides Owner's information for Bidders' convenience and is intended to supplement, rather than serve in lieu of, Bidders' own investigations. It is made available for Bidders' convenience and information but is not a warranty of existing conditions. This Document and its attachments are not part of the Contract Documents.

B. An existing asbestos report for Project, prepared by Watts Architects & Engineers, dated July 2026, is available for viewing at the office of the Architect.

C. An existing lead report for Project, prepared by Watts Architects & Engineers, dated July 2026, is available for viewing at the office of the Architect.

D. An existing PCB (Polychlorinate Biphenyl) report for Project, prepared by Watts Architects & Engineers, dated July 2026, available for viewing at the office of the Architect.

E. Related Requirements:

1. Section 024100 - Demolition: Notification requirements if materials suspected of containing hazardous materials are encountered.
2. Section 028213 - Asbestos Remediation: Procedures for handling, removal and disposal of asbestos containing or contaminated materials.
3. Section 028300 - Lead Containing Materials: Procedures on handling, removal and disposal of lead containing materials.
4. Section 028400 - Polychlorinate Biphenyl (PCB) Remediation: Procedures for handling, removal and disposal of PCB contaminated materials.

PART 2 PRODUCTS – (NOT USED).

PART 3 EXECUTION – (NOT USED).

END OF SECTION 003126

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HAZARDOUS MATERIALS SURVEY

FOR

ASBESTOS-CONTAINING MATERIALS AND POLYCHLORINATED BIPHENYLS IN CAULKS AND SEALANTS

FOR THE

EXTERIOR STONE PANEL AND SEALANT PROJECT

AT

BUFFALO & ERIE COUNTY CENTRAL LIBRARY
1 LAFAYETTE SQUARE
BUFFALO, NEW YORK



JULY 2026

PREPARED FOR:

CPL
726 Exchange Street, Suite 920
Buffalo, New York 14210

FOR SUBMISSION TO:

Buffalo & Erie County Public Library
1 Lafayette Square
Buffalo, New York 14203

Watts Architects &Engineers
95 Perry Street
Suite 300
Buffalo, NY 14203

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1.0 – EXECUTIVE SUMMARY

1.0 EXECUTIVE SUMMARY

Watts Architects & Engineers (Watts) was retained by CPL to perform a hazardous materials survey for asbestos-containing materials (ACM) and polychlorinated biphenyls (PCBs) in caulks and sealants at the Buffalo & Erie County Central Library, located at 1 Lafayette Square in Buffalo, New York. The scope of the project includes the replacement of most exterior sealants on the building façade and limited panel replacement.

The Buffalo & Erie County Public Library was constructed in two phases between 1960 and 1964. Materials and sealants on the exterior of the building appear to be homogeneous. However; for sampling purposes, Watts generally treated the East and West Buildings separately to account for the construction phasing.

The field survey work was conducted by Watts on June 16, 2026, and included the following:

- A review of prior testing reports including:
    - "Hazardous Materials Survey for Asbestos-Containing Materials and Polychlorinated Biphenyls In Caulks and Sealants for the Exterior Sealants Project" prepared by Watts Architects & Engineers and issued in November 2025.
    - "Supplemental Asbestos and PCB in Caulk/Sealants Sampling, Auditorium Renovation Project – Exterior Planter" prepared by Watts Architects & Engineers and issued on August 19, 2016.
    - "Survey for Asbestos-Containing Materials and PCBs in Caulk, Repair Retaining Wall and Chimney – Buffalo & Erie County Public Library" prepared by Watts Architects & Engineers and issued on June 4, 2021.
    - "Asbestos-Containing Materials and PCB Caulk/Sealants Pre-Renovation Survey, Stone Panels at the Base of the Flagpole, Broadway and Washington St" prepared by Watts Architects & Engineers and issued on November 21, 2016.
    - "Revised Asbestos and PCB in Caulk/Sealants Letter Report, Exterior Panel Evaluation, Proposed Library Elevator Installation Project" prepared by Watts Architects & Engineers and issued on January 26, 2016.
- A visual site inspection to identify suspect ACM and PCBs that are anticipated to be disturbed by the scope of the project;
- Collection and laboratory analysis of bulk material samples for asbestos and PCBs, as appropriate, that may be disturbed by the project;
- Documentation of asbestos and PCB bulk sample locations on drawings and chain-of-custody forms, and
- Inspection photographs.

ASBESTOS-CONTAINING MATERIALS

The inspection included collection of four (4) bulk samples to represent identified suspect materials that may be disturbed within the proposed project limits. ACM is defined as any material

containing more than one percent (1%) of asbestos. Based on laboratory analysis of bulk samples collected as part of this investigation and previous testing data, **the following ACM have been identified:**

- **Black asphaltic flashing[1]** behind the top edge of marble and granite panels on the building exterior. The flashing was observed behind and along the top edge of the panels and was not observed beneath the entire panel. It is currently unknown if the asphaltic flashing will be disturbed by the project. Flashing is a non-friable material and is assumed to be in good condition.
- **Tar coated copper through wall flashing[1]** behind mortar associated with the marble and granite panels. The tar coated copper through wall flashing was previously observed behind black granite panels at the Ellicott Street bridge but is assumed to be present across the building. It is currently unknown if the tar coated copper through wall flashing will be disturbed by the project. Tar coated copper through wall flashing is a non-friable material and assumed to be in good condition.
- **Black caulk at plaza level panels and planters[1] (material is also PCB-containing).** Asbestos-containing black caulk was previously identified at the West Building plaza level retaining wall seams. The caulk was also observed at plaza level planter seams. Therefore, all black caulk at the plaza level retaining walls and planters shall be treated as asbestos-containing. In total, approximately 800 linear feet or sixty-seven (67) square feet of caulk was observed at the plaza level retaining walls and planters. Caulk is a non-friable material and was observed to be in good condition.

[1] Material was identified to be asbestos-containing as part of previous testing. Applicable laboratory data is included in Section 7.0 of this report.

NON-ASBESTOS-CONTAINING MATERIALS

Based on laboratory analysis of samples collected as part of this inspection and previous testing data, the following materials have been identified to be non-ACM:

- Gray caulk at sidewalk
- Light gray window caulk
- White caulk at white marble panels – West Building[2]
- Black caulk at red granite panels – West Building[2]
- Black caulk at black granite panels – West Building[2]
- White caulk at white marble panels – East Building[2]
- Black caulk at red granite panels – East Building[2]
- Black caulk at black granite panels – East Building[2]
- Light gray/silver caulk at window frames[2]
- Thin set/mortar behind exterior marble panels[2]
- Thin set/mortar behind exterior granite panels[2]
- Mosaic wall tile grout and mudset observed under the Ellicott Street bridge[2]

- Brown fibrous joint filler at panels seams[2]
- Gray caulk between retaining wall panels and sidewalk[2]

[2] Material was previously identified to be non-ACM. Applicable laboratory data is included in Section 7.0 of this report.

POLYCHLORINATED BIPHENYLS

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 equal to or greater than 50 parts per million (ppm) to be "PCB bulk product waste". The Toxic Substances Control Act (TSCA) regulations (40 CFR Part 761) prescribes requirements for the proper management of PCB materials, including their handling and disposal. PCB bulk product waste at concentrations ≥ 50 ppm must follow specific storage, transport, and disposal requirements.

The following caulk/sealants were observed within the project limits, and have been sampled as part of this investigation or previous investigations, and submitted for laboratory analysis of PCB-content:

- Light gray window caulk – East Building
- Light gray window caulk – West Building
- Gray caulk at sidewalks
- White caulk between white marble panels – West Building
- Black caulk between red granite panels – West Building
- Black caulk between black granite panels – West Building
- White caulk between white marble panels – East Building
- Black caulk between red granite panels – East Building
- Black caulk between black granite panels – East Building
- White caulk between white marble ceiling panels – Ellicott Street library bridge
- Beige caulk between new white marble panels – Elevator shaft at Ellicott Street
- Caulk between white marble panels at elevator shaft (sampled prior to elevator addition project)
- Black caulk between exterior granite panels and at vertical metal mullions, library bridge over Ellicott Street
- Black caulk at planters
- Black caulk at flag poles

The following caulk/sealants were determined to contain PCBs at a concentration greater than the regulatory threshold of 50 ppm, therefore special handling and disposal considerations with respect to PCBs will be required if these will be disturbed by the project:

- **Gray window caulk – Entire Library.** Gray caulk at window frames, window sashes and at window glazing is PCB-containing across the entire library. The caulk was observed in approximately 1" thick beads in each of these areas. Approximately 26,000 linear feet or 2,200 square feet of window caulk was identified across the library.

- **Black caulk associated with black granite panels – Entire Library.** The caulk was determined to be PCB-containing at both the East and West Buildings. Approximately 21,600 linear feet or 1,800 square feet of black caulk associated with black granite panels was identified across the entire library.
- **Black caulk associated with red granite panels and planters – Entire Library.** The caulk was determined to be PCB-containing at both the East and West Buildings and at planters. Approximately 10,500 linear feet or 875 square feet of black caulk associated with red granite panels and planters was identified across the entire library.
- **White caulk associated with white marble panels - East Building only.** The caulk was observed in approximately 1" thick beads. Approximately 8,200 linear feet or 680 square feet of white caulk was identified on the East Building. Low levels of PCBs were identified between the panels of the West Building. Further investigation may be warranted.

Refer to Section 3.0 of this report for additional information on each material that was sampled and analyzed for PCB-content as part of this investigation.

OBSERVATIONS

During the survey, Watts' personnel investigated suspect ACM and PCBs in caulk/sealants that may be disturbed by the Exterior Stone Panel and Sealant project at the Buffalo & Erie County Central Library, located at 1 Lafayette Square in Buffalo, New York.

The Buffalo & Erie County Public Library was constructed in two phases between 1960 and 1964 and consists of an East Building and a West Building, which are connected to each other. Materials appear to be homogeneous across both buildings. Window systems across the Library have three separate sealants all of which are PCB-containing; a sealant at window frames, a sealant at the window glazing, and a sealant where the window sash meets the window frame. Two samples of white caulk associated with white marble panels at the West Building have been submitted for PCB content and both were determined to have concentrations less than the 50 ppm threshold and are therefore considered non-PCB. However, low levels of PCBs were identified in the two white caulk samples and further investigation may be warranted. A licensed abatement contractor will be required for removal of caulks identified to be asbestos-containing and PCB-containing. The previously identified asbestos-containing black caulk at the West Building planter retaining wall is unique to the plaza level and planter area only. There is sufficient data showing that black caulk associated with panels across the building is non-ACM.

During Watts June 16, 2026 field investigation, Watts observed the conditions behind a few stone façade panels that were removed by others for test purposes. The stone panels were adhered with a thick application of mortar and there was no disturbance to the asbestos-containing black asphaltic flashing and tar coated copper through wall flashing that are present behind the mortar.

It is the belief of Watts that this investigation has identified all suspect ACM and PCB-containing caulks and sealants that may be disturbed by the proposed scope of the work as it was defined at the time this report was issued. However, if the scope of the proposed project is expanded, additional field investigation and sampling may be necessary. If additional suspect building materials are to be disturbed that have not been sampled as part of this investigation, or part of a previous investigation, samples of each material should be collected and analyzed for asbestos or PCB-content, as appropriate.

2.0 – ASBESTOS-CONTAINING MATERIALS

2.0 ASBESTOS-CONTAINING MATERIALS

Sampling and Laboratory Methodology

A NYSDOL-certified asbestos inspector from Watts collected bulk samples of all suspect ACM that may be disturbed by the proposed renovation project. Bulk samples were collected using simple hand tools from each matrix identified as a potential ACM.

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, and cellulose-containing ceiling tiles (CCT) were analyzed by Polarized Light Microscopy (PLM) using NY ELAP Method 198.1. In addition, all samples analyzed via 198.1 were examined for the presence of vermiculite. CCTs and NOBs, which include, but are not limited to, roofing materials, mastics, and caulks underwent gravimetric reduction and were analyzed by Polarized Light Microscopy (PLM) using NY ELAP Method 198.6. Any CCTs or NOB materials that were found to be negative under PLM were then analyzed by Transmission Electron Microscopy (TEM) using NY ELAP 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.

Where possible, Watts visually inspected identified ACMs to assess their condition. The condition of ACMs are classified as good, fair, or poor. The requirement for each designation is as follows:

Good: Material with no visible damage or deterioration or showing very limited damage or deterioration.

Fair: The surface of the material is crumbling, blistering, water-stained, gouged, punctured, or otherwise damaged with the damage covering less than one tenth of the surface if the damage is evenly distributed or up to 25% of the material if the damage is localized.

Poor: The surface of the material is crumbling, blistering, water-stained, gouged, punctured, or otherwise damaged with the damage covering more than one tenth of the surface if the damage is evenly distributed or more than 25% of the material if the damage is localized. Material with large areas hanging from the substrate, delaminated, heavily gouged, crushed, etc.

The following sections include information on all suspect ACM sampled and contain the following: a Homogeneous Materials List containing all suspect homogeneous materials identified, bulk sample location descriptions, corresponding bulk sample numbers, and whether or not they are ACM, drawings identifying the approximate locations of asbestos bulk samples, and asbestos laboratory reports and associated chain-of custody forms.

HOMOGENEOUS MATERIALS LIST
EXTERIOR STONE PANEL AND SEALANT PROJECT
BUFFALO & ERIE COUNTY CENTRAL LIBRARY
BUFFALO, NEW YORK

Material Description	Sample Location	Type	Sample Number	Results (% Asbestos)		ACM
				PLM	TEM	Y/N
Gray Caulk at Stone Sidewalk	West Building Main Entrance	M	260370-01	NAD	NAD	N
			260370-02	NAD	NAD	
Light Gray Window Caulk	East Building, Clinton & Ellicott, Window Frame	M	260370-03	NAD	NAD	N
	East Building, William & Oak, Glazing		260370-04	NAD	NAD	

Results Abbreviations

NAD = No asbestos detected

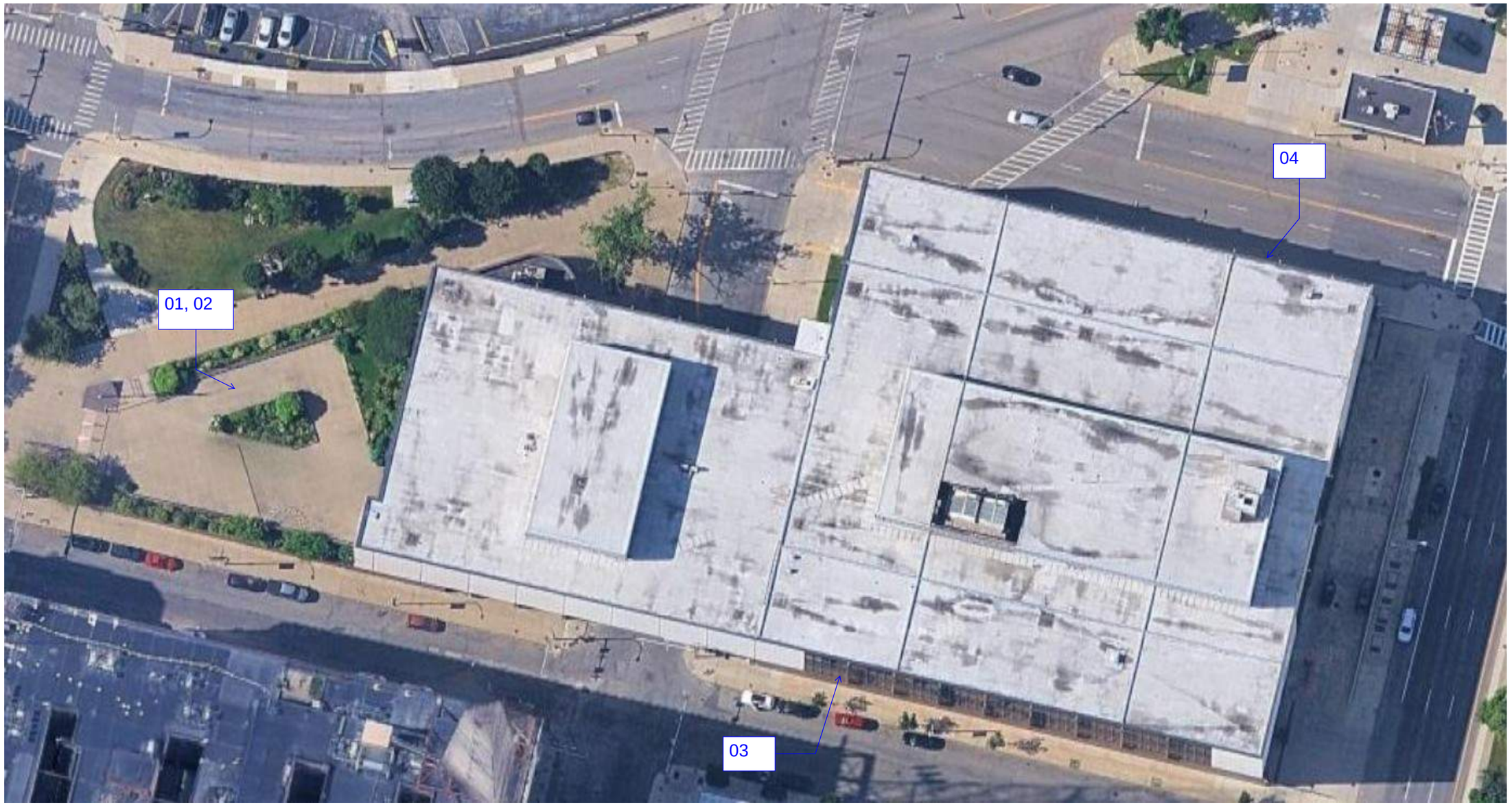
Type

M = Miscellaneous

ACM

Y = Yes N = No

2.1 – ASBESTOS SAMPLE LOCATION DRAWING



ASBESTOS BULK SAMPLE LOCATIONS
SAMPLES COLLECTED ON JUNE 16, 2026
SAMPLES PREFIXED BY 260370-
SAMPLES IN RED ARE ASBESTOS-CONTAINING

2.2 – ASBESTOS LABORATORY REPORT AND CHAIN-OF CUSTODY FORMS

AmeriSci Richmond
13635 GENITO ROAD
MIDLOTHIAN, VIRGINIA 23112
TEL: (804) 763-1200 • FAX: (804) 763-0493

PLM Bulk Asbestos Report

Watts Architecture & Engineers
Attn: Ted Gorenflo
95 Perry Street
Suite 300
Buffalo, NY 14203

Date Received 6/19/2026 **AmeriSci Job #** 126061968
Date Examined 06/24/26 **P.O. #**
ELAP # 10984 **Page** 1 **of** 2

RE: 20260370; Buffalo Erie County Public Library Hazardous Testing; 1 Lafayette Square, Buffalo, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos	Notes
260370-01 1	126061968-01	***No***	Inconclusive - NAD (NOB by EPA 600/M4-82-020) by C. David Mintz on 06/24/26	*1*

Location: Gray Caulk At Stone Sidewalk; West Building Main Entrance
Analyst Description: Gray, Homogeneous, Non-Fibrous, Bulk Material
Asbestos Types:
Other Material: Non-fibrous 15%
Comment: Heat Sensitive (organic): 39.8%; Acid Soluble (inorganic): 45.5%; Inert (Non-asbestos): 14.7%

260370-02 1	126061968-02	***No***	Inconclusive - NAD (NOB by EPA 600/M4-82-020) by C. David Mintz on 06/24/26	*1*

Location: Gray Caulk At Stone Sidewalk; West Building Main Entrance
Analyst Description: Gray, Homogeneous, Non-Fibrous, Bulk Material
Asbestos Types:
Other Material: Non-fibrous 19%
Comment: Heat Sensitive (organic): 38.1%; Acid Soluble (inorganic): 42.5%; Inert (Non-asbestos): 19.4%

260370-03 2	126061968-03	***No***	Inconclusive - NAD (NOB by EPA 600/M4-82-020) by C. David Mintz on 06/24/26	*1*

Location: Light Gray Window Caulk; East Building - Clinton & Ellicott - Window Frame
Analyst Description: Gray, Homogeneous, Non-Fibrous, Bulk Material
Asbestos Types:
Other Material: Non-fibrous 40%
Comment: Heat Sensitive (organic): 31.1%; Acid Soluble (inorganic): 29.4%; Inert (Non-asbestos): 39.5%

260370-04 2	126061968-04	***No***	Inconclusive - NAD (NOB by EPA 600/M4-82-020) by C. David Mintz on 06/24/26	*1*

Location: Light Gray Window Caulk; East Building - William & Oak - Glazing
Analyst Description: Gray, Homogeneous, Non-Fibrous, Bulk Material
Asbestos Types:
Other Material: Non-fibrous 40%
Comment: Heat Sensitive (organic): 36.7%; Acid Soluble (inorganic): 23.7%; Inert (Non-asbestos): 39.7%

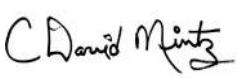
See Reporting notes on last page

PLM Bulk Asbestos Report

20260370; Buffalo Erie County Public Library Hazardous Testing; 1
Lafayette Square, Buffalo, NY

Reporting Notes:

(1) NAD results by NYS 198.6 are inconclusive and are not considered non-ACM

Analyzed by: C. David Mintz  Reviewed by: Cory M. Parnell 

Date: 6/24/2026

*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 (Not covered by NVLAP or NY ELAP accreditations); 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.

Client Name: Watts Architecture & Engineers

Table I
Summary of Bulk Asbestos Analysis Results by NYS ELAP 198.4

20260370; Buffalo Erie County Public Library Hazardous Testing; 1 Lafayette Square, Buffalo, NY

AmeriSci Sample #	Client Sample#	HG Area	NOB Sample Weight (gram)	NOB Heat Sensitive Organic %	NOB Acid Soluble Inorganic %	NOB Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
01	260370-01	1	0.369	39.8	45.5	14.7	NAD	NAD
Location:	Gray Caulk At Stone Sidewalk; West Building Main Entrance							
02	260370-02	1	0.348	38.1	42.5	19.4	NAD	NAD
Location:	Gray Caulk At Stone Sidewalk; West Building Main Entrance							
03	260370-03	2	0.250	31.1	29.4	39.5	NAD	NAD
Location:	Light Gray Window Caulk; East Building - Clinton & Ellicott - Window Frame							
04	260370-04	2	0.353	36.7	23.7	39.7	NAD	NAD
Location:	Light Gray Window Caulk; East Building - William & Oak - Glazing							

Analyzed by: Cory M. Parnell

Reviewed by: Cory M. Parnell

Date: 6/25/2026

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). Analysis using Jeol, Model JEM-100CX II microscope, Serial #156147-247. ** 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.

126061968

WATTS ARCHITECTS & ENGINEERS
ASBESTOS BULK SAMPLE CHAIN-OF-CUSTODY

Client: Buffalo & Erie County Public Library
Project: Buffalo Erie County Public Library Hazardous Testing
Building / Location: 1 Lafayette Square, Buffalo, NY
Contact: Ted Gorenflo at (716) 392-4556
Preliminary Results to: tgorenflo@watts-ae.com and
Mail Report & Invoice to: Watts Architects & Engineers
95 Perry Street, Buffalo, NY 14203

Date: 6/16/2026
Watts Project No: 20260370

Turnaround Requested:

3 Hr.	48 Hr.
6 Hr.	72 Hr.
12 Hr.	4 Day
24 Hr.	x 5 Day

Analysis Requested:
198.1 X 198.4 X
198.8 198.6 X

Sample Number	Material Description	HA	Sample Location	Laboratory Results PLM	Laboratory Results TEM
260370-01	Gray Caulk at Stone Sidewalk	1	West Building Main Entrance		
260370-02	Gray Caulk at Stone Sidewalk	1	West Building Main Entrance		
260370-03	Light Gray Window Caulk	2	East Building - Clinton & Ellicott - Window Frame		
260370-04	Light Gray Window Caulk	2	East Building - William & Oak - Glazing		

Sampled By: Ted Gorenflo Date: 6/16/2026 Time: N/A Received By: Date:

Relinquished By: Ted Gorenflo Date: 6/17/2026 Time: 1700 Received By: Date:

Comments: If PLM NOB is negative, analyze by TEM. Stop at first positive for each homogeneous material description group.
If Vermiculite is detected , cease analysis and contact the Watts Project Manager for further instructions.

Received
JUN 19 2026

2.3 – HOMOGENEOUS MATERIAL TABLES FROM PRIOR TESTING

Buffalo and Erie County Library, 1 Lafayette Square, Buffalo, NY
Auditorium Renovation Project - Exterior Planter
Supplemental Asbestos and PCB in Caulk/Sealants Sampling

- Black caulk at planter cap stone and wall

The following table includes the following: the homogeneous materials identified, their corresponding sample numbers, analytical results and whether or not they are ACM.

Material Description	Sample Location	Type	Sample Number	Results (% Asbestos)		ACM
				PLM	TEM	Y/N
Black Caulk	Planter Cap Stone Top Seam	M	1214720-01 1214720-02	ND ND	ND ND	N
Black Caulk	Planter cap stone at wall	M	1215203-10 1215203-11	ND ND	ND ND	N

ND = None Detected
NA = Not Analyzed
NA/PS = Not Analyzed/Positive Stop
Y = Yes
N = No
S = Surfacing
M = Miscellaneous

ABESTOS-CONTAINING MATERIALS (ACM)

The inspection included the collection and analysis of a total of twelve (12) bulk samples to represent all identified suspect ACM. ACM is defined as any material containing more than one percent of asbestos. Based on testing performed for this project, **the following ACMs were identified within the Project Limits:**

- Black seam caulk between the granite panels on the retaining wall of the plaza (approximately 500 linear feet/20.8 square feet of seam caulk). The seam `caulk 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:

- Grey caulk at the intersection between wall panels and sidewalk
- Waterproofing cement
- Flashing caulk
- Black caulk on flashing
- Grey caulk on ends of chimney flashing*

* 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 is present in this material.

The following table identifies the samples that were collected, the sample descriptions and the laboratory results.

Material Description	Sample Location	Type	Sample Number	Results (% Asbestos)		ACM
				PLM	TEM	Y/N
Black Caulk in Seams of Wall Panels	Exterior Plaza Exterior Plaza	M	21075-01 21075-02	NAD 1.9 % Chrysotile	NAD NA	Y

Material Description	Sample Location	Type	Sample Number	Results (% Asbestos)		ACM
				PLM	TEM	Y/N
Grey Caulk at Intersection Between Wall Panels and Sidewalk	Exterior Plaza Exterior Plaza	M	21075-03 21075-04	NAD NAD	NAD NAD	N
Waterproofing Cement	Exterior Plaza Exterior Plaza	M	21075-05 21075-06	NAD NAD	NA NA	N
Flashing Caulk	Chimney Chimney	M	21075-07 21075-08	NAD NAD	NAD NAD	N
Black Caulk on Flashing	Chimney Chimney	M	21075-09 21075-10	NAD	NAD NAD	N
Grey Caulk on Ends of Chimney Flashing	East Building SE Egress Door East Building SE Egress Door	M	20175-11 20175-12	NAD NAD	Trace Chrysotile NAD	N

NAD = No Asbestos Detected NA = Not Analyzed M=Miscellaneous Material

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.

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.

NON ASBESTOS-CONTAINING MATERIALS

The following materials were tested and determined to be non-ACM:

- Soft black caulk between granite panels, exposed at the surface of joints.
- Light gray caulk in joints between granite panels, below black caulk and on top of gray caulk.
- Gray caulk at the bottom of joints between granite panels, bottom layer.
- Soft gray caulk on bottom side of granite panels, at the damaged side panel.
- Mortar behind granite panels.

The following table identifies the samples that were collected, the sample descriptions and the laboratory results.

Material Description	Sample Location	Type	Sample Number	Results (% Asbestos)		ACM
				PLM	TEM	Y/N
Soft Black Caulk Between Granite Panels	Joint on Top of Stonework at Base of Flagpole, Broadway and Washington St. Plaza	M	1214724-01 1214724-02	Inconclusive: ND Inconclusive: ND	ND ND	N
Gray Caulk at Bottom of Joint Between Granite Panels, Bottom Layer	Joint on Top of Stonework at Base of Flagpole, Broadway and Washington St. Plaza	M	1214724-03 1214724-04	Inconclusive: ND Inconclusive: ND	ND ND	N
Light Gray Caulk in Joint Between Granite Panels, Below Black Caulk and on Top Gray Caulk	Joint on Top of Stonework at Base of Flagpole, Broadway and Washington St. Plaza	M	1214724-05 1214724-06	Inconclusive: ND Inconclusive: ND	ND ND	N
Soft Gray Caulk, Bottom Side of Granite Panel	Behind Damaged Granite Panel at Base of Flagpole, Broadway and Washington St. Plaza	M	1214724-07 1214724-08	Inconclusive: ND Inconclusive: ND	ND ND	N
Mortar Behind Granite Panel	Behind Damaged Granite Panel at Base of Flagpole, Broadway and Washington St. Plaza	M	1214724-09 1214724-10	ND ND	NA NA	N

ND = Non Detected
NA = Not Analyzed
NA/PS = Not Analyzed/Positive Stop

M= Miscellaneous Material

HOMOGENEOUS MATERIALS LIST
EXTERIOR SEALANTS PROJECT
BUFFALO & ERIE COUNTY CENTRAL LIBRARY
BUFFALO, NEW YORK

Material Description	Sample Location	Type	Sample Number	Results (% Asbestos)		ACM
				PLM	TEM	Y/N
West Building						
Exterior Caulk (White) Between White Marble Panels	South of Main Entry Doors South Elevation by Auditorium Entrance	M	250527-01 250527-02	NAD NAD	NAD NAD	N
Exterior Caulk (Black) Between Red Granite Panels	Main Entrance Exterior Foyer South Elevation by Auditorium Entrance	M	250527-03 250527-04	NAD NAD	NAD NAD	N
Exterior Caulk (Black) Between Black Granite Panels	South Elevation by Auditorium Entrance West Elevation Below Window	M	250527-05 250527-06	NAD NAD	NAD NAD	N
Exterior Caulk (Light Gray/Silver) Associated with Windows and Doors	West Elevation – Window Frame Left of Entry Doors West Elevation – North Window Frame	M	250527-13 250527-14	NAD NAD	NAD NAD	N
East Building						
Exterior Caulk (White) Between White Marble Panels	South Elevation North Elevation	M	250527-07 250527-08	NAD NAD	NAD NAD	N
Exterior Caulk (Black) Between Red Granite Panels	South Elevation East Elevation	M	250527-09 250527-10	NAD NAD	NAD NAD	N
Exterior Caulk (Black) Between Black Granite Panels	East Elevation Above Receiving Man Door North Elevation	M	250527-11 250527-12	NAD NAD	NAD NAD	N

Results Abbreviations

NAD = No asbestos detected

Type

M = Miscellaneous

ACM

Y = Yes N = No

Following is information on all suspect ACM sampled that includes the following: the homogeneous materials identified, their corresponding sample numbers, analytical results and whether or not they are ACM.

Material Description	Sample Location	Type	Sample Number	Results (% Asbestos)		ACM
				PLM	TEM	Y/N
Spay-on Fireproofing	Crawlspace West of Elevator Pit	S	1215203-01	ND	NA	N
	Crawlspace SW of Elevator Pit		1215203-02	ND	NA	
	Crawlspace South of Escalator Pit		1215203-03	ND	NA	
	Crawlspace North of Escalator Pit		1215203-04	ND	NA	
	Crawlspace South of Escalator Pit		1215203-05	ND	NA	
	Crawlspace West of Escalator Pit		1215203-06	ND	NA	
	Crawlspace NW of Escalator Pit		1215203-07	ND	NA	
Granite Panel Caulk	West Side of Building Near West Entrance	M	1215203-08	ND	ND	N
			1215203-09	ND	ND	
Marble Panel Caulk	West Side of Building Near West Entrance	M	1215203-10	ND	ND	N
			1215203-11	ND	ND	
Mosaic Tile Grout/Mudset	West Side of Building Near West Entrance	M	1215203-12	ND	NA	N
			1215203-13	ND	NA	
Black Asphalt Flashing	**West Side of Building, Test Area at Ellicott Street, Beneath Top of Granite Panel**	**M**	**1215203-14**	**8.3% Chrysotile**	**NA**	**Y**
			1215203-15	**NA/PS**	**NA**	
Cementitious Thin Set Behind Granite Panels	West Side of Building, Test Area at Ellicott Street, Cement Behind Granite Panel	M	1215203-16	ND	NA	N
	West Side of Building, Test Area at Ellicott Street, on Back Side of Granite Panel		1215203-17	ND	NA	
Brown Fibrous Joint Filler	West Side of Building, Test Area at Ellicott Street, Behind Granite Panel, at Seam	M	1215203-18	ND	ND	N
			1215203-19	ND	ND	

Material Description	Sample Location	Type	Sample Number	Results (% Asbestos)		ACM
				PLM	TEM	Y/N
Cementitious Thin Set Behind Marble Panels	West Side of Building, Test Area at Ellicott Street, on Backside of Marble Panel	M	1215203-20	ND	NA	N
	West Side of Building, Test Area at Ellicott Street, Behind Marble Panel		1215203-21	ND	NA	
Black Caulk Between Metal Mullion and Black Stone Panels	North Side of Library Bridge over Ellicott Street, Lowest Panel	M	1215203-22	ND	ND	N
			1215203-23	ND	ND	
Thin Set Behind Black Stone Panels, on Underlying Mortar	North Side of Library Bridge over Ellicott Street, Lowest Panel, Below Window	M	1215203-24	ND	NA	N
			1215203-25	ND	NA	
Black Caulk Between Edges of Black Stone Panels	North Side of Library Bridge over Ellicott Street, Between Lowest Row Panels	M	1215203-26	ND	ND	N
			1215203-27	ND	ND	
Black Asphaltic Flashing on Copper Flashing	**North Side of Library Bridge over Ellicott Street, Behind Mortar, on Copper Flashing on Concrete**	**M**	**1215203-28**	**5.4% Chrysotile**	**NA**	**Y**
			1215203-29	**NA/PS**	**NA**	
Black Asphaltic Flashing Behind Copper Flashing	**North Side of Library Bridge over Ellicott Street, Behind Mortar, Behind Copper Flashing on Concrete**	**M**	**1215203-30**	**3.0% Chrysotile**	**NA**	**Y**
			1215203-31	**NA/PS**	**NA**	
Black Tar and Fabric, on Concrete Behind Copper Flashing	**North Side of Library Bridge over Ellicott Street, Behind Mortar, on Concrete, Behind Copper Flashing**	**M**	**1215203-32**	**24.9% Chrysotile**	**NA**	**Y**
			1215203-33	**NA/PS**	**NA**	
Yellow Fibrous Packing at Metal Lip, Base of Concrete	North Side of Library Bridge over Ellicott Street, Behind Mortar, Copper & Black Tar Flashing	M	1215203-34	ND	NA	N
			1215203-35	ND	NA	

ND = None Detected
NA = Not Analyzed
NA/PS = Not Analyzed/Positive Stop
Y = Yes
N = No
S = Surfacing
M = Miscellaneous

3.0 – POLYCHLORINATED BIPHENYLS IN CAULKS AND SEALANTS

3.0 POLYCHLORINATED BIPHENYLS (PCBs) IN CAULKS AND SEALANTS

Watts was retained to sample suspect caulks and sealants that may be disturbed by the scope of work to determine if polychlorinated biphenyls (PCBs) are present.

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) prescribes requirements for the proper management of PCB materials, including their handling and disposal. PCB bulk product waste at concentrations ≥50 ppm must follow specific storage, transport, and disposal requirements.

Bulk samples were collected using simple hand tools from each matrix identified as a potential PCB-containing material. The samples were analyzed by Schneider Laboratories in Richmond, Virginia. Schneider Laboratories is a New York State Department of Health (NYSDOH) approved laboratory and participant in the National Voluntary Laboratory Approval Program (NVLAP). The samples were analyzed using USEPA SW-846 Method 8082A, PCBs.

Watts collected a total of ten (10) bulk samples of suspect PCB-containing caulks and sealants that were identified within the project scope and are anticipated to be disturbed by the proposed project.

The table on the following page identifies each suspect PCB material identified, its corresponding sample number and PCB aroclor analytical results.

POLYCHLORINATED BIPHENYLS (PCBs)
EXTERIOR STONE PANEL AND SEALANT PROJECT
BUFFALO & ERIE COUNTY CENTRAL LIBRARY
BUFFALO, NEW YORK

Sample Number	PCB Concentration (mg/kg or ppm)									Sample Description
	Aroclor 1016	Aroclor 1221	Aroclor 1232	Aroclor 1242	Aroclor 1248	Aroclor 1254	Aroclor 1260	Aroclor 1262	Aroclor 1268	
260370-PCB-01	**<4,210**	**<4,210**	**<4,210**	**<4,210**	**<4,210**	**60,300**	**<4,210**	**<4,210**	**<4,210**	**Bridge – Light Gray with Residual Beige – Window Frame Caulk**
260370-PCB-02	**<4,580**	**<4,580**	**<4,580**	**<4,580**	**<4,580**	**16,900**	**<4,580**	**<4,580**	**<4,580**	**East Building – Light Gray with Residual Beige – Window Frame Caulk**
260370-PCB-03	**<457**	**<457**	**<457**	**<457**	**<457**	**7,090**	**<457**	**<457**	**<457**	**East Building – Light Gray Window Frame Caulk**
260370-PCB-04	**<471**	**<471**	**<471**	**<471**	**<471**	**<518**	**2,200**	**<471**	**<471**	**East Building – Light Gray Window Glazing Caulk**
260370-PCB-05	**<472**	**<472**	**<472**	**<472**	**<472**	**<519**	**2,800**	**<472**	**<472**	**West Building – Light Gray Window Glazing Caulk – Main Entrance**
260370-PCB-06	**<93.8**	**<93.8**	**<93.8**	**<93.8**	**<93.8**	**1,330**	**<93.8**	**<93.8**	**<93.8**	**East Building – Light Gray Caulk Between Window Frame & Sash**
260370-PCB-07	ND	ND	ND	ND	ND	ND	5.63	ND	ND	Bridge – Light Gray Caulk Between Window Frame & Sash
260370-PCB-08	ND	ND	ND	ND	ND	3.2	ND	ND	ND	West Building Main Entrance – Gray Caulk at Stone Sidewalk Seam
260370-PCB-09	ND	ND	ND	ND	ND	ND	ND	ND	ND	West Building Main Entrance – Black Caulk at Middle Planter Seam
260370-PCB-10	ND	ND	ND	ND	ND	4.89	ND	ND	ND	West Building Main Entrance – Black Caulk at Flag Pole Red Panel

Results Abbreviations

ND = No PCBs Detected

Bold rows indicate PCB ≥ 50 ppm limit

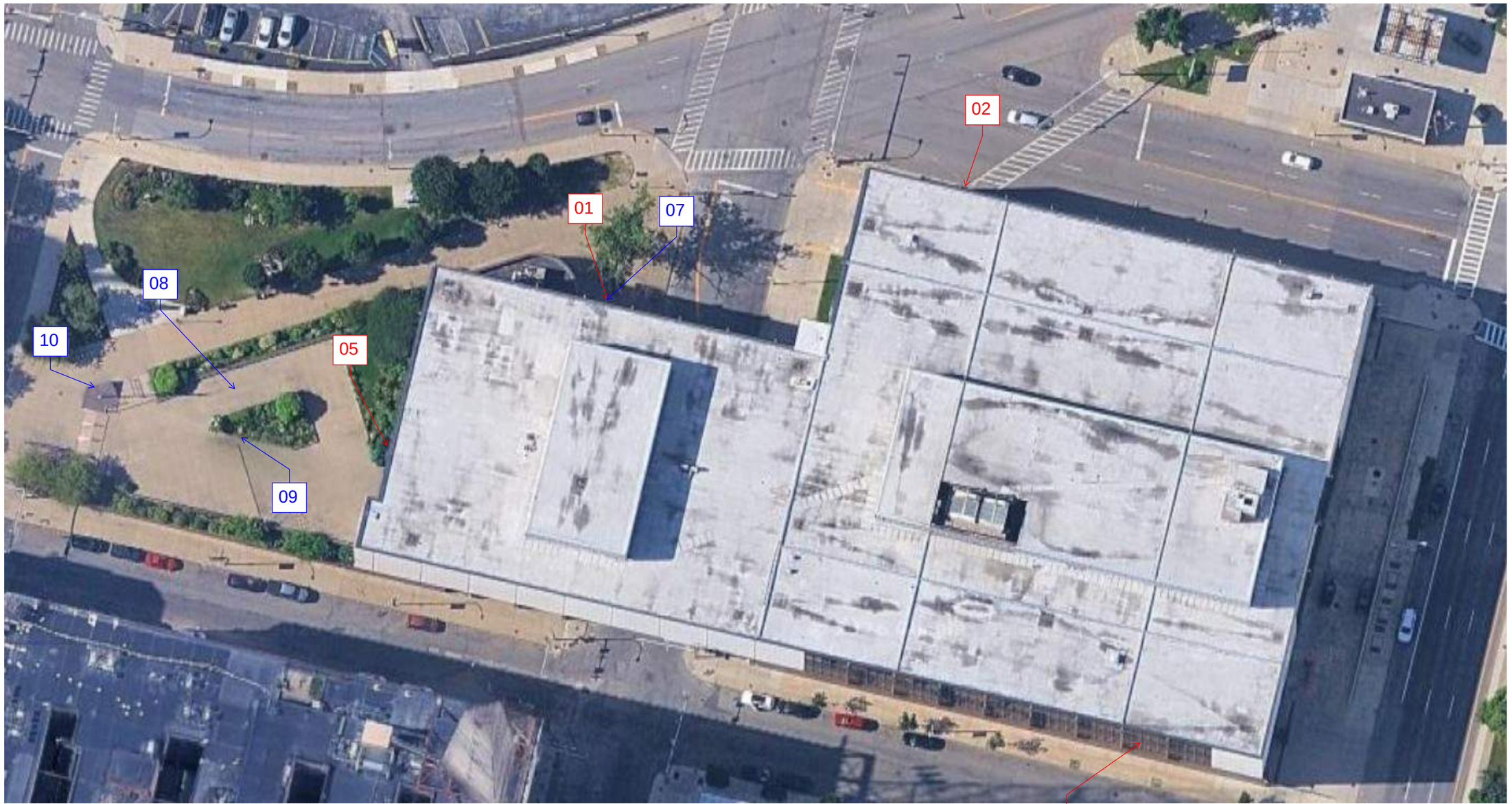
Units

mg/kg = milligram per kilogram

ppm = parts per million

A drawing depicting the approximate PCB sample locations is included in Section 3.1 of this report. It is the belief of Watts that this investigation has identified all suspect PCB-containing materials that will be disturbed by the proposed project. However, if additional suspect materials are identified that have not been previously sampled or sampled as part of this assessment, samples of each material should be collected and analyzed for PCB content.

3.1 – PCB SAMPLE LOCATION DRAWING



PCB BULK SAMPLE LOCATIONS
SAMPLES COLLECTED ON JUNE 16, 2026
SAMPLES PREFIXED BY 260370-PCB-
SAMPLES IN RED ARE PCB-CONTAINING

3.2 – PCB LABORATORY REPORT AND CHAIN-OF-CUSTODY FORMS

Analysis Report

Schneider Laboratories Global, Inc

2512 W. Cary Street • Richmond, Virginia • 23220-5117
804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475

Customer: Watts Architecture & Engineering (4637)
Address: 95 Perry Street Suite 300
Buffalo, NY 14203

Attn:

Project: Buffalo Erie County Public Lib
Location: 1 Lafayette Square, Buffalo
Number: 20260370

Order #: 693464

Matrix Bulk
Received 06/23/26
Reported 06/25/26

PO Number: 7628

Sample ID / Parameter	Cust. Sample ID	Location / Method	Result	RL*	Units	Analysis Date	Analyst
693464-001	260370-PCB-01	Bridge Window Frame					
Semi-volatile Organic Compounds							
Aroclor - 1016		SW846 8082A / 3550C	**<4210000**	4210000	µg/kg	06/24/26	RR
Aroclor - 1221		SW846 8082A / 3550C	**<4210000**	4210000	µg/kg	06/24/26	RR
Aroclor - 1232		SW846 8082A / 3550C	**<4210000**	4210000	µg/kg	06/24/26	RR
Aroclor - 1242		SW846 8082A / 3550C	**<4210000**	4210000	µg/kg	06/24/26	RR
Aroclor - 1248		SW846 8082A / 3550C	**<4210000**	4210000	µg/kg	06/24/26	RR
Aroclor - 1254		SW846 8082A / 3550C	**60300000**	4630000	µg/kg	06/24/26	RR
Aroclor - 1260		SW846 8082A / 3550C	**<4210000**	4210000	µg/kg	06/24/26	RR
Aroclor - 1262		SW846 8082A / 3550C	**<4210000**	4210000	µg/kg	06/24/26	RR
Aroclor - 1268		SW846 8082A / 3550C	**<4210000**	4210000	µg/kg	06/24/26	RR
693464-002	260370-PCB-02	East Bld Window Frame Clk					
Semi-volatile Organic Compounds							
Aroclor - 1016		SW846 8082A / 3550C	**<4580000**	4570000	µg/kg	06/24/26	RR
Aroclor - 1221		SW846 8082A / 3550C	**<4580000**	4570000	µg/kg	06/24/26	RR
Aroclor - 1232		SW846 8082A / 3550C	**<4580000**	4570000	µg/kg	06/24/26	RR
Aroclor - 1242		SW846 8082A / 3550C	**<4580000**	4570000	µg/kg	06/24/26	RR
Aroclor - 1248		SW846 8082A / 3550C	**<4580000**	4570000	µg/kg	06/24/26	RR
Aroclor - 1254		SW846 8082A / 3550C	**16900000**	5030000	µg/kg	06/24/26	RR
Aroclor - 1260		SW846 8082A / 3550C	**<4580000**	4570000	µg/kg	06/24/26	RR
Aroclor - 1262		SW846 8082A / 3550C	**<4580000**	4570000	µg/kg	06/24/26	RR
Aroclor - 1268		SW846 8082A / 3550C	**<4580000**	4570000	µg/kg	06/24/26	RR
693464-003	260370-PCB-03	East Bld Window Frame Clk					
Semi-volatile Organic Compounds							
Aroclor - 1016		SW846 8082A / 3550C	**<457000**	457000	µg/kg	06/24/26	RR
Aroclor - 1221		SW846 8082A / 3550C	**<457000**	457000	µg/kg	06/24/26	RR
Aroclor - 1232		SW846 8082A / 3550C	**<457000**	457000	µg/kg	06/24/26	RR
Aroclor - 1242		SW846 8082A / 3550C	**<457000**	457000	µg/kg	06/24/26	RR

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 apply to the sample as received.

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Schneider Laboratories Global, Inc

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804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475

Customer: Watts Architecture & Engineering (4637)
Address: 95 Perry Street Suite 300
Buffalo, NY 14203

Attn:

Project: Buffalo Erie County Public Lib
Location: 1 Lafayette Square, Buffalo
Number: 20260370

Order #: 693464

Matrix Bulk
Received 06/23/26
Reported 06/25/26

PO Number: 7628

Sample ID / Parameter	Cust. Sample ID	Location / Method	Result	RL*	Units	Analysis Date	Analyst
693464-003	260370-PCB-03	East Bld Window Frame Clk					
Aroclor - 1248		SW846 8082A / 3550C	**<457000**	457000	µg/kg	06/24/26	RR
Aroclor - 1254		SW846 8082A / 3550C	**7090000**	503000	µg/kg	06/24/26	RR
Aroclor - 1260		SW846 8082A / 3550C	**<457000**	457000	µg/kg	06/24/26	RR
Aroclor - 1262		SW846 8082A / 3550C	**<457000**	457000	µg/kg	06/24/26	RR
Aroclor - 1268		SW846 8082A / 3550C	**<457000**	457000	µg/kg	06/24/26	RR
693464-004	260370-PCB-04	East Bld Window Clk					
Semi-volatile Organic Compounds							
Aroclor - 1016		SW846 8082A / 3550C	**<471000**	471000	µg/kg	06/24/26	RR
Aroclor - 1221		SW846 8082A / 3550C	**<471000**	471000	µg/kg	06/24/26	RR
Aroclor - 1232		SW846 8082A / 3550C	**<471000**	471000	µg/kg	06/24/26	RR
Aroclor - 1242		SW846 8082A / 3550C	**<471000**	471000	µg/kg	06/24/26	RR
Aroclor - 1248		SW846 8082A / 3550C	**<471000**	471000	µg/kg	06/24/26	RR
Aroclor - 1254		SW846 8082A / 3550C	**<518000**	518000	µg/kg	06/24/26	RR
Aroclor - 1260		SW846 8082A / 3550C	**2200000**	471000	µg/kg	06/24/26	RR
Aroclor - 1262		SW846 8082A / 3550C	**<471000**	471000	µg/kg	06/24/26	RR
Aroclor - 1268		SW846 8082A / 3550C	**<471000**	471000	µg/kg	06/24/26	RR
693464-005	260370-PCB-05	West Bld Window Clk					
Semi-volatile Organic Compounds							
Aroclor - 1016		SW846 8082A / 3550C	**<472000**	472000	µg/kg	06/24/26	RR
Aroclor - 1221		SW846 8082A / 3550C	**<472000**	472000	µg/kg	06/24/26	RR
Aroclor - 1232		SW846 8082A / 3550C	**<472000**	472000	µg/kg	06/24/26	RR
Aroclor - 1242		SW846 8082A / 3550C	**<472000**	472000	µg/kg	06/24/26	RR
Aroclor - 1248		SW846 8082A / 3550C	**<472000**	472000	µg/kg	06/24/26	RR
Aroclor - 1254		SW846 8082A / 3550C	**<519000**	519000	µg/kg	06/24/26	RR
Aroclor - 1260		SW846 8082A / 3550C	**2800000**	472000	µg/kg	06/24/26	RR
Aroclor - 1262		SW846 8082A / 3550C	**<472000**	472000	µg/kg	06/24/26	RR
Aroclor - 1268		SW846 8082A / 3550C	**<472000**	472000	µg/kg	06/24/26	RR

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 apply to the sample as received.

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Customer: Watts Architecture & Engineering (4637)
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Buffalo, NY 14203

Attn:

Project: Buffalo Erie County Public Lib
Location: 1 Lafayette Square, Buffalo
Number: 20260370

Order #: 693464

Matrix Bulk
Received 06/23/26
Reported 06/25/26

PO Number: 7628

Sample ID / Parameter	Cust. Sample ID	Location / Method	Result	RL*	Units	Analysis Date	Analyst
693464-006	260370-PCB-06	East Bld Clk					
Semi-volatile Organic Compounds							
Aroclor - 1016		SW846 8082A / 3550C	**<93800**	93700	µg/kg	06/24/26	RR
Aroclor - 1221		SW846 8082A / 3550C	**<93800**	93700	µg/kg	06/24/26	RR
Aroclor - 1232		SW846 8082A / 3550C	**<93800**	93700	µg/kg	06/24/26	RR
Aroclor - 1242		SW846 8082A / 3550C	**<93800**	93700	µg/kg	06/24/26	RR
Aroclor - 1248		SW846 8082A / 3550C	**<93800**	93700	µg/kg	06/24/26	RR
Aroclor - 1254		SW846 8082A / 3550C	**1330000**	103000	µg/kg	06/24/26	RR
Aroclor - 1260		SW846 8082A / 3550C	**<93800**	93700	µg/kg	06/24/26	RR
Aroclor - 1262		SW846 8082A / 3550C	**<93800**	93700	µg/kg	06/24/26	RR
Aroclor - 1268		SW846 8082A / 3550C	**<93800**	93700	µg/kg	06/24/26	RR
693464-007	260370-PCB-07	Bridge Clk					
Semi-volatile Organic Compounds							
Aroclor - 1016		SW846 8082A / 3550C	**<499**	498	µg/kg	06/24/26	RR
Aroclor - 1221		SW846 8082A / 3550C	**<499**	498	µg/kg	06/24/26	RR
Aroclor - 1232		SW846 8082A / 3550C	**<499**	498	µg/kg	06/24/26	RR
Aroclor - 1242		SW846 8082A / 3550C	**<499**	498	µg/kg	06/24/26	RR
Aroclor - 1248		SW846 8082A / 3550C	**<499**	498	µg/kg	06/24/26	RR
Aroclor - 1254		SW846 8082A / 3550C	**<548**	548	µg/kg	06/24/26	RR
Aroclor - 1260		SW846 8082A / 3550C	**5630**	498	µg/kg	06/24/26	RR
Aroclor - 1262		SW846 8082A / 3550C	**<499**	498	µg/kg	06/24/26	RR
Aroclor - 1268		SW846 8082A / 3550C	**<499**	498	µg/kg	06/24/26	RR
693464-008	260370-PCB-08	West Bld Main Entr Clk					
Semi-volatile Organic Compounds							
Aroclor - 1016		SW846 8082A / 3550C	**<463**	463	µg/kg	06/24/26	RR
Aroclor - 1221		SW846 8082A / 3550C	**<463**	463	µg/kg	06/24/26	RR
Aroclor - 1232		SW846 8082A / 3550C	**<463**	463	µg/kg	06/24/26	RR
Aroclor - 1242		SW846 8082A / 3550C	**<463**	463	µg/kg	06/24/26	RR

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 apply to the sample as received.

Analysis Report

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Buffalo, NY 14203

Attn:

Project: Buffalo Erie County Public Lib
Location: 1 Lafayette Square, Buffalo
Number: 20260370

Order #: 693464

Matrix Bulk
Received 06/23/26
Reported 06/25/26

PO Number: 7628

Sample ID / Parameter	Cust. Sample ID	Location / Method	Result	RL*	Units	Analysis Date	Analyst
693464-008	260370-PCB-08	West Bld Main Entr Clk					
Aroclor - 1248		SW846 8082A / 3550C	**<463**	463	µg/kg	06/24/26	RR
Aroclor - 1254		SW846 8082A / 3550C	**3200**	509	µg/kg	06/24/26	RR
Aroclor - 1260		SW846 8082A / 3550C	**<463**	463	µg/kg	06/24/26	RR
Aroclor - 1262		SW846 8082A / 3550C	**<463**	463	µg/kg	06/24/26	RR
Aroclor - 1268		SW846 8082A / 3550C	**<463**	463	µg/kg	06/24/26	RR
693464-009	260370-PCB-09	West Bld Main Entr Clk					
Semi-volatile Organic Compounds							
Aroclor - 1016		SW846 8082A / 3550C	**<499**	498	µg/kg	06/24/26	RR
Aroclor - 1221		SW846 8082A / 3550C	**<499**	498	µg/kg	06/24/26	RR
Aroclor - 1232		SW846 8082A / 3550C	**<499**	498	µg/kg	06/24/26	RR
Aroclor - 1242		SW846 8082A / 3550C	**<499**	498	µg/kg	06/24/26	RR
Aroclor - 1248		SW846 8082A / 3550C	**<499**	498	µg/kg	06/24/26	RR
Aroclor - 1254		SW846 8082A / 3550C	**<548**	548	µg/kg	06/24/26	RR
Aroclor - 1260		SW846 8082A / 3550C	**<499**	498	µg/kg	06/24/26	RR
Aroclor - 1262		SW846 8082A / 3550C	**<499**	498	µg/kg	06/24/26	RR
Aroclor - 1268		SW846 8082A / 3550C	**<499**	498	µg/kg	06/24/26	RR
693464-010	260370-PCB-10	West Bld Main Entr Clk					
Semi-volatile Organic Compounds							
Aroclor - 1016		SW846 8082A / 3550C	**<476**	476	µg/kg	06/24/26	RR
Aroclor - 1221		SW846 8082A / 3550C	**<476**	476	µg/kg	06/24/26	RR
Aroclor - 1232		SW846 8082A / 3550C	**<476**	476	µg/kg	06/24/26	RR
Aroclor - 1242		SW846 8082A / 3550C	**<476**	476	µg/kg	06/24/26	RR
Aroclor - 1248		SW846 8082A / 3550C	**<476**	476	µg/kg	06/24/26	RR
Aroclor - 1254		SW846 8082A / 3550C	**4890**	524	µg/kg	06/24/26	RR
Aroclor - 1260		SW846 8082A / 3550C	**<476**	476	µg/kg	06/24/26	RR
Aroclor - 1262		SW846 8082A / 3550C	**<476**	476	µg/kg	06/24/26	RR
Aroclor - 1268		SW846 8082A / 3550C	**<476**	476	µg/kg	06/24/26	RR

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 apply to the sample as received.

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Number: 20260370

Order #: 693464

Matrix Bulk
Received 06/23/26
Reported 06/25/26

PO Number: 7628

Sample ID / Parameter	Cust. Sample ID / Method	Result	RL*	Units	Analysis Date	Analyst

693464-06/25/26 01:59 PM

Reviewed By: **Kelly Muncy**
Manager

Surrogate Recoveries

693464-001 - PCB	
DCB	D
TCMX	D
693464-002 - PCB	
DCB	D
TCMX	D
693464-003 - PCB	
DCB	D
TCMX	D
693464-004 - PCB	
DCB	D
TCMX	D
693464-005 - PCB	
DCB	D
TCMX	D
693464-006 - PCB	
DCB	D
TCMX	D
693464-007 - PCB	
DCB	89%
TCMX	118%
693464-008 - PCB	
DCB	91%
TCMX	68%
693464-009 - PCB	
DCB	98%
TCMX	139%
693464-010 - PCB	
DCB	88%

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 apply to the sample as received.

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Attn:

Project: Buffalo Erie County Public Lib
Location: 1 Lafayette Square, Buffalo
Number: 20260370

Order #: 693464

Matrix Bulk
Received 06/23/26
Reported 06/25/26

PO Number: 7628

Sample ID / Parameter	Cust. Sample ID	Location / Method	Result	RL*	Units	Analysis Date	Analyst
TCMX		114%					

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 72103
Virginia	VELAP 13831
Virginia	VELAP 13853

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 apply to the sample as received.

SCHNEIDER LABORATORIES GLOBAL, INC.
2512 West Cary Street, Richmond, Virginia 23220-5117
804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475
www.slabinc.com • info@slabinc.com

S 10

693464

V:\693\693464

bwood 6/23/2026 9:35:01 AM

UPS 1Z777A9R0319244315

Submitting Co.	Watts Architects and Engineers	State of Collection	NY	Cert. Required	☐ YES ■ NO
95 Perry Street, Suite 300		Acct #	4637	Phone	(716) 392-4556
Buffalo NY, 14203		Email	tgorenflo@watts-ae.com		
Project Name	Buffalo Erie County Public Library Hazardous Testing	PO #	N/A		
Project Location	1 Lafayette Square, Buffalo, NY	Special Instructions	PCB 8082		
Project Number	20260370				
Collected By	Ted Gorenflo				

Turn Around Time**

- ☐ Same day *
- ☐ 1 business day
- ☐ 2 business days
- ☐ 3 business days
- ■ 5 business days

* not available for all tests

** A job received past 3 PM will begin its TAT the next business day

Please schedule rush tests in advance

Matrix

- ☐ Paint
- ■ Bulk
- ☐ Soil
- ☐ Wipe
- ☐ Ground Water
- ☐ Waste Water

Test selection for all Samples listed below (Circle desired method)

- ☐ VOC (8260/624)
- ☐ 5VOC (8270/625)
- ☐ Pesticides (8081/608)
- ☐ Herbicides (8151)
- ☐ Chlordane (8081/608)
- ☐ Toxaphene (8081/608)
- ■ PCB (8082)
- ☐ TPH-DRO (8015)
- ☐ TPH-GRO (8015)
- ☐ BTEX (8260/8021)
- ☐ MTBE (8260/8021)
- ☐ Naphthalene (8260/8270)

TCLP

- ☐ Volatiles
- ☐ Semi-Volatiles
- ☐ Herbicides
- ☐ Pesticides
- ☐ Full TCLP (10 Day)

Miscellaneous

- ☐ Chlorides (300/9056)
- ☐ Silica (7602)
- ☐ Sulfates (300/9056)
- ☐ PAH (8270/625)
- ☐ Oil and Grease (1664)
- ☐ TPH (EPA 418.1)

Individual Sample Requests

Sample #	Date Sampled	Time Sampled	# of Containers	Sample Identification	Wipe Area
260370-PCB-01	6-16-2026	N/A	1	Bridge - Window Frame Caulk (Light Gray with Residual Beige)	
260370-PCB-02				East Building - Window Frame Caulk (Light Gray with Residual Beige) - William & Ellicott	
260370-PCB-03				East Building - Window Frame Caulk (Light Gray) - Clinton & Oak	
260370-PCB-04				East Building - Window Glazing Caulk (Light Gray) - Clinton & Oak	
260370-PCB-05				West Building - Window Glazing Caulk (Light Gray) - Main Entrance	
260370-PCB-06				East Building - Caulk (Light Gray) Between Frame & Sash - Clinton & Oak	
260370-PCB-07				Bridge - Caulk (Light Gray) Between Frame & Sash	
260370-PCB-08				West Building Main Entrance - Caulk (Gray) at Stone Sidewalk Seam	
260370-PCB-09				West Building Main Entrance - Caulk (Black) at Middle Planter Seam	
260370-PCB-10				West Building Main Entrance - Caulk (Black) at Flag Pole Red Panel	

For Aqueous and Solid samples ensure enough sample is sent for duplicate and spike analyses

Relinquished By: Ted Gorenflo Signature: Ted Gorenflo Date/Time 6-17-26 / 1700

! ALL SHADED FIELDS MUST BE FILLED TO AVOID DELAYS !

Chain-of-Custody documentation continued internally

3.3 – HOMOGENEOUS MATERIAL TABLES FROM PRIOR TESTING

Buffalo and Erie County Library, 1 Lafayette Square, Buffalo, NY
Auditorium Renovation Project - Exterior Planter
Supplemental Asbestos and PCB in Caulk/Sealants Sampling

The following table identifies the samples that were collected, the sample description and laboratory results.

Sample #	PCB Concentration (mg/kg or ppm)									Material & Sample Location
	Aroclor 1016	Aroclor 1221	Aroclor 1232	Aroclor 1242	Aroclor 1248	Aroclor 1254	Aroclor 1260	Aroclor 1262	Aroclor 1268	
1214720-PCB-01	**ND**	**ND**	**ND**	**ND**	**ND**	**114.0 ppm**	**ND**	**ND**	**ND**	**Planter Cap Stone Top**
1214720-PCB-02	ND	ND	ND	ND	ND	15.5 ppm	ND	ND	ND	Planter Cap Stone at Wall

Bold: Concentration exceeds 50 ppm (50 mg/kg) ppm = parts per million1 mg/kg = 1,000 ug/kg ND = not detected

The laboratory analytical reports, chain-of-custody forms, laboratory accreditations and Watts' license and certifications are attached. Should you have any questions or need additional information, please contact me at (716) 206-5118.

Sincerely,

WATTS ARCHITECTURE & ENGINEERING

Kevin R. O'Connor
Associate Principal

POLYCHLORINATED BIPHENYLS (PCBs)

PCB Concentration (mg/kg or ppm)										
Sample Number	Aroclor 1016	Aroclor 1221	Aroclor 1232	Aroclor 1242	Aroclor 1248	Aroclor 1254	Aroclor 1260	Aroclor 1262	Aroclor 1268	Sample Description
1214724-P01	ND	ND	ND	ND	ND	ND	ND	ND	ND	Gray Caulk at Bottom of Joint Between Granite Panels, Bottom Layer, Joint on Top of Stonework
1214724-P02	ND	ND	ND	ND	ND	ND	ND	ND	ND	Light Gray Caulk in Joint Between Granite Panels, Below Black Caulk and on Top Gray Caulk, Joint on Top of Stonework
1214724-P03	ND	ND	ND	ND	ND	ND	ND	ND	ND	Soft Gray Caulk, Bottom Side of Granite Panel, Behind Damaged Granite Panel at Base of Flagpole

Abbreviations:
ND = Non Detected, below Reporting Limit mg/kg = milligram per kilogram ppm = parts per million



Photo 1: View of the stone panels at the base of the flagpole, plaza at Broadway and Washington St. No ACM or PCBs were detected in samples of caulk between the stone panels.

POLYCHLORINATED BIPHENYLS (PCBs)
EXTERIOR SEALANT PROJECT
BUFFALO & ERIE COUNTY CENTRAL LIBRARY
BUFFALO, NEW YORK

Sample Number	PCB Concentration (mg/kg or ppm)									Sample Description
	Aroclor 1016	Aroclor 1221	Aroclor 1232	Aroclor 1242	Aroclor 1248	Aroclor 1254	Aroclor 1260	Aroclor 1262	Aroclor 1268	
250527-PCB-01	ND	ND	ND	ND	ND	2.95	ND	ND	ND	Exterior Caulk (White) Between White Marble Panels – West Building
250527--PCB-02	ND	ND	ND	ND	ND	ND	ND	ND	ND	Exterior Caulk (Black) Between Red Granite Panels – West Building
250527-PCB-03	ND	ND	ND	ND	ND	3.92	ND	ND	ND	Exterior Caulk (Black) Between Black Granite Panels – West Building
250527-PCB-04	ND	ND	ND	ND	ND	2.03	ND	ND	ND	Exterior Caulk (White) Between White Marble Panels – East Building
250527-PCB-05	ND	ND	ND	ND	ND	0.399	ND	ND	ND	Exterior Caulk (Black) Between Red Granite Panels – East Building
250527-PCB-06	**ND**	**ND**	**ND**	**ND**	**ND**	**68.0**	**ND**	**ND**	**ND**	**Exterior Caulk (Black) Between Black Granite Panels – East Building**
250527-PCB-07	**ND**	**ND**	**ND**	**ND**	**ND**	**568.0**	**ND**	**ND**	**ND**	**Exterior Caulk (Light Gray/Silver) at Window Frames – West Building**
250527-PCB-08	ND	ND	ND	ND	ND	1.12	ND	ND	ND	Exterior Caulk (White) Between White Marble Ceiling Panels – Ellicott Street Bridge
250527-PCB-09	ND	ND	ND	ND	ND	ND	ND	ND	ND	Exterior Caulk (Beige) Between New White Marble Panels – Elevator Shaft at Ellicott Street

Results Abbreviations

ND = No PCBs Detected

Bold rows indicate PCB ≥ 50 ppm limit

Units

mg/kg = milligram per kilogram

ppm = parts per million

A drawing depicting the approximate PCB sample locations is included in Section 3.1 of this report. It is the belief of Watts that this investigation has identified all suspect PCB-containing materials that will be disturbed by the proposed project. However, if additional suspect materials are identified that have not been previously sampled or sampled as part of this assessment, samples of each material should be collected and analyzed for PCB content.

The following table identifies the samples that were collected, the sample description and laboratory results.

Sample #	PCB Concentration (mg/kg or ppm)									Material & Sample Location
	Aroclor 1016	Aroclor 1221	Aroclor 1232	Aroclor 1242	Aroclor 1248	Aroclor 1254	Aroclor 1260	Aroclor 1262	Aroclor 1268	
01	ND	ND	ND	ND	ND	51.0 ppm	ND	ND	ND	Caulk Between Exterior Granite Panels
02	ND	ND	ND	ND	ND	8,250 ppm	ND	ND	ND	Caulk Between Exterior Marble Panels
03	ND	ND	ND	ND	ND	950.0 ppm	ND	ND	ND	Black Caulk Between Metal Mullions and Black Stone Panels, Bridge over Ellicott Street
04	ND	ND	ND	ND	ND	36.0 ppm	ND	ND	ND	Black Caulk Between Edges of Black Stone Panels, Bridge over Ellicott Street

Samples prefixed "12152-PCB-"
Bold: Concentration exceeds 50 ppm (50 mg/kg) ppm = parts per million1 mg/kg = 1,000 ug/kg ND = not detected

Observations

The asbestos-containing flashing beneath the top edge of the granite panel at the proposed elevator location was where the building façade protrudes out from the building wall, forming a narrow ledge. The asbestos-containing flashing may extend beneath the edge of all panels that extend out from the buidlng exteirior.

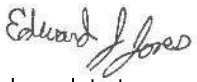
The asbestos-containg black tar on both sides of the copper flashing and the asbestos-containing fabric and black tar on the underlying concrete beneath the flashing was observed behind the stine panels below the floor deck level on the bridge over Ellicott Street. All of the black tar and fabric on concrete behind the copper flashing and the the black stone panels on the library bridge should be considered to be asbestos-containing materials.

Samples of the caulks between the exterior granite panels and exterior white marble panels, and the black caulk between the exterior black stone panels on the library bridge over Ellicott Street are all contained PCBs greater than 50 ppm. Samples were obtained on exterior panels at locations that are representative of the proposed elevator location. Although one caulk sample was less than 50 ppm, it is clear from the results that PCBs were used as an additive. Therefore, we recommend the all exterior caulk between the granite and white marble panels and the black stone panels on the bridge over Ellicott Street be assumed to contain PCBs greater than 50 ppm.

The laboratory analytical reports, chain-of-custody forms, laboratory accreditations and Watts' license and certifications are attached. Should you have any questions or need additional information, please contact me at (716) 206-5142.

Sincerely,

WATTS ARCHITECTURE & ENGINEERING



Edward J. Jones
Environmental Consultant

4.0 – INSPECTION PHOTOGRAPHS



Photo 1: View of the West Building main entrance plaza. Window caulk, black panel and red panel caulk were determined to be PCB-containing. Black caulk associated with the plaza level retaining walls and planters is asbestos-containing.



Photo 2: Closeup view of a window system. Window frame caulk (red arrow), window glazing caulk (yellow arrow) and caulk between window frames and sashes (purple arrow) are all PCB-containing.



Photo 3: View of the library bridge over Ellicott Street. Black caulk at black granite panels, caulk along metal mullions, and window caulk are all PCB-containing.



Photo 4: View of a removed stone panel. Asbestos-containing black asphaltic flashing and tar coated copper through wall flashing was <u>not</u> disturbed by the panel removal. Panel mortar is non-ACM.



Photo 5: View of the West Building planter / retaining wall. Black caulk is both asbestos-containing and PCB-containing.



Photo 6: View of Ellicott Street under the library bridge. White caulk associated with the white marble ceiling panels was determined to be non-ACM and non-PCB.

5.0 – LABORATORY ACCREDITATIONS

NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER

Expires 12:01 AM April 01, 2027
Issued April 01, 2026

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

MR. CORY M. PARNELL
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 Mate	Item 198.8 of Manual

Serial No.: 72018

Property of the New York State Department of Health. Certificates are valid only at the address shown and must be conspicuously posted by the laboratory. Continued accreditation depends on the laboratory's successful ongoing participation in the Program. Consumers may verify a laboratory's accreditation status online at https://apps.health.ny.gov/pubdoh/applinks/wc/elappublicweb/, by phone (518) 485-5570 or by email to elap@health.ny.gov.

United States Department of Commerce
National Institute of Standards and Technology

Certificate of Accreditation to ISO/IEC 17025:2017

NVLAP LAB CODE: 101904-0

AmeriSci Richmond

Midlothian, VA

is accredited by the National Voluntary Laboratory Accreditation Program for specific services, listed on the Scope of Accreditation, for:

Asbestos Fiber Analysis

This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2017. This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality management system (refer to joint ISO-ILAC-IAF Communique on ISO/IEC 17025).

2025-07-01 through 2026-06-30

Effective Dates

For the National Voluntary Laboratory Accreditation Program

National Voluntary Laboratory Accreditation Program

SCOPE OF ACCREDITATION TO ISO/IEC 17025:2017

AmeriSci Richmond
dba AmeriSci Richmond
13635 Genito Road
Midlothian, VA 23112
Cory M. Parnell
Phone: 804-763-1200
Email: cparnell@amerisci.com
http://www.amerisci.com

ASBESTOS FIBER ANALYSIS

NVLAP LAB CODE 101904-0

Bulk Asbestos Analysis

Code	*Description*
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

Code	*Description*
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

Effective 2025-07-01 through 2026-06-30

NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER

Expires 12:01 AM April 01, 2027
Issued April 01, 2026

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 (2016) for the category ENVIRONMENTAL ANALYSES NON POTABLE WATER
All approved analytes are listed below:

Metals III

Thallium, Total	EPA 6010D
Tin, Total	EPA 6010D
Titanium, Total	EPA 6010D

Nitroaromatics and Isophorone

2,4-Dinitrotoluene	EPA 8270D
Nitrobenzene	EPA 8270D

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

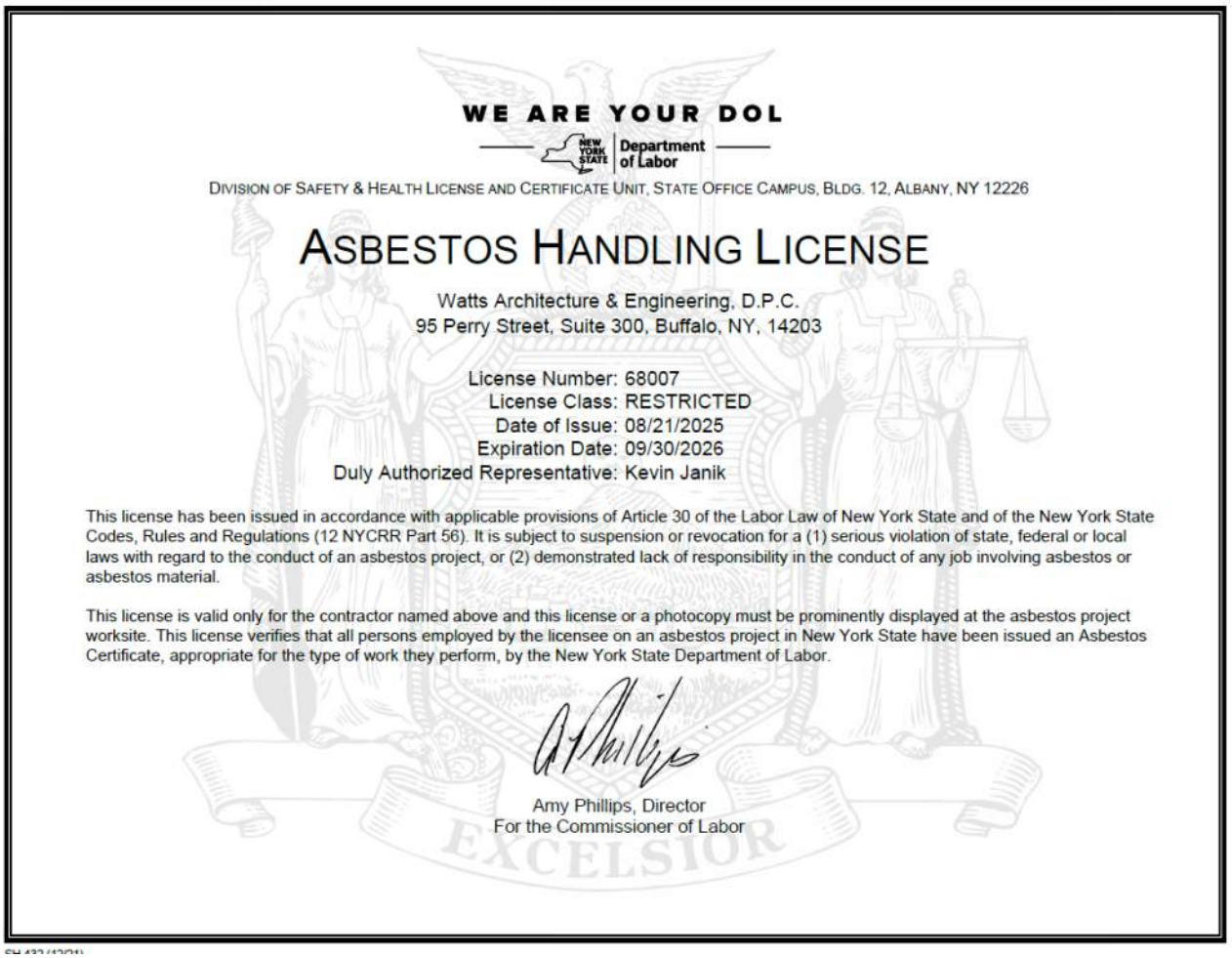
Polynuclear Aromatics

Acenaphthene	EPA 8270D
Anthracene	EPA 8270D
Benzo(a)anthracene	EPA 8270D
Benzo(a)pyrene	EPA 8270D
Benzo(b)fluoranthene	EPA 8270D
Benzo(g,h,i)perylene	EPA 8270D
Benzo(k)fluoranthene	EPA 8270D
Chrysene	EPA 8270D
Dibenzo(a,h)anthracene	EPA 8270D

Serial No.: 72102

Property of the New York State Department of Health. Certificates are valid only at the address shown and must be conspicuously posted by the laboratory. Continued accreditation depends on the laboratory's successful ongoing participation in the Program. Consumers may verify a laboratory's accreditation status online at https://apps.health.ny.gov/pubdoh/applinks/wc/elappublicweb/, by phone (518) 485-5570 or by email to elap@health.ny.gov.

6.0 – CONSULTANT'S LICENSES AND CERTIFICATIONS



WE ARE YOUR DOL

NEW YORK STATE | 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

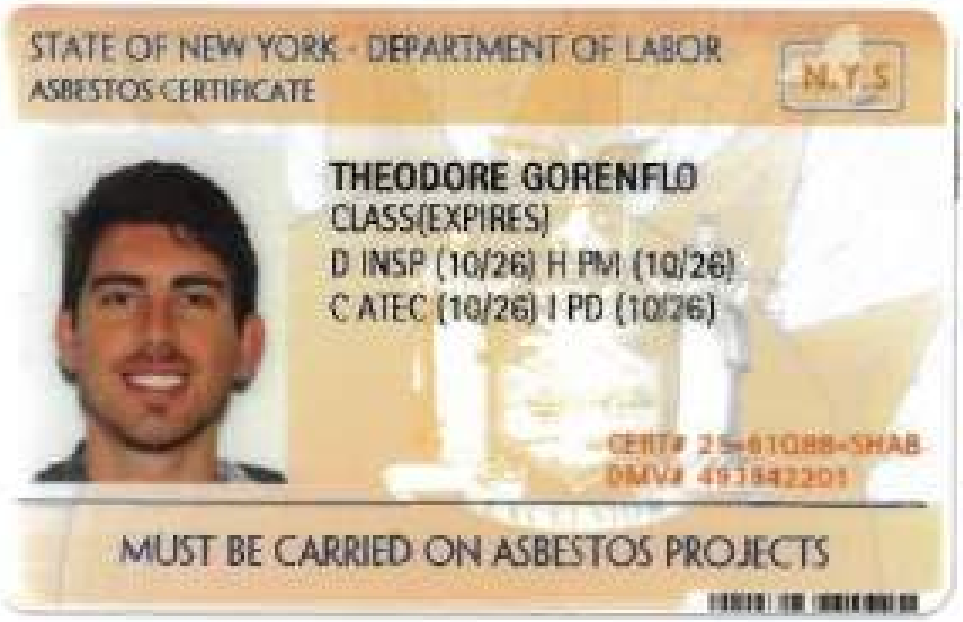
License Number: 68007
License Class: RESTRICTED
Date of Issue: 08/21/2025
Expiration Date: 09/30/2026
Duly Authorized Representative: Kevin Janik

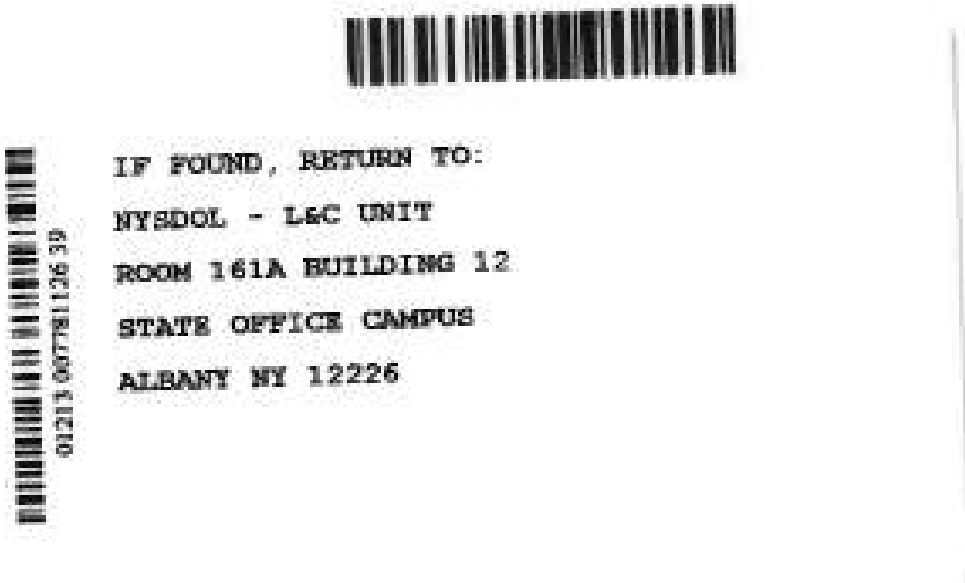
This license has been issued in accordance with applicable provisions of Article 30 of the Labor Law of New York State and of the New York State Codes, Rules and Regulations (12 NYCRR Part 56). It is subject to suspension or revocation for a (1) serious violation of state, federal or local laws with 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





Theodore Gorenflo

C – Air Sampling Technician
D - Inspector
H – Project Monitor
I – Project Designer

7.0 – LABORATORY DATA FROM PRIOR TESTING

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 05/10/21
Date Examined 05/12/21
ELAP # 10984
AmeriSci Job # 121051322
P.O. #

RE: 21075; Buffalo & Erie County Public Library - Exterior Renovations; Buffalo, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
21075-01	121051322-01	*No*	NAD (by NYS ELAP 198.6) by C. David Mintz on 05/12/21

Location: Black Caulk In Seams Of Wall Panels; Exterior Plaza

Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material
Asbestos Types:
Other Material: Non-fibrous 31.4%
Comment: Heat Sensitive (organic): 35.8%; Acid Soluble (inorganic): 32.8%; Inert (Non-asbestos): 31.4%

21075-02	121051322-02	*Yes*	1.9% (by NYS ELAP 198.6) by C. David Mintz on 05/12/21

Location: Black Caulk In Seams Of Wall Panels; Exterior Plaza

Analyst Description: Black, Homogeneous, Fibrous, Bulk Material
Asbestos Types: Chrysotile 1.9 %
Other Material: Non-fibrous 18.3%
Comment: Heat Sensitive (organic): 69.4%; Acid Soluble (inorganic): 10.4%; Inert (Non-asbestos): 18.3%

21075-03	121051322-03	*No*	NAD (by NYS ELAP 198.6) by C. David Mintz on 05/12/21

Location: Grey Caulk At Intersection Between Wall Panels And Sidewalk; Exterior Plaza

Analyst Description: Gray, Homogeneous, Non-Fibrous, Bulk Material
Asbestos Types:
Other Material: Non-fibrous 30.6%
Comment: Heat Sensitive (organic): 31.7%; Acid Soluble (inorganic): 37.7%; Inert (Non-asbestos): 30.6%

21075-04	121051322-04	*No*	NAD (by NYS ELAP 198.6) by C. David Mintz on 05/12/21

Location: Grey Caulk At Intersection Between Wall Panels And Sidewalk; Exterior Plaza

Analyst Description: Gray, Homogeneous, Non-Fibrous, Bulk Material
Asbestos Types:
Other Material: Non-fibrous 35.4%
Comment: Heat Sensitive (organic): 25.4%; Acid Soluble (inorganic): 39.2%; Inert (Non-asbestos): 35.4%

See Reporting notes on last page

PLM Bulk Asbestos Report

21075; Buffalo & Erie County Public Library - Exterior Renovations; Buffalo, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
21075-05	121051322-05	***No***	NAD (by NYS ELAP 198.1) by C. David Mintz on 05/12/21
Location: Waterproofing Cement; Exterior Plaza			
Analyst Description: Gray, Homogeneous, Non-Fibrous, Cementitious, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 100%			
21075-06	121051322-06	***No***	NAD [1] (by NYS ELAP 198.1) by C. David Mintz on 05/12/21
Location: Waterproofing Cement; Exterior Plaza			
Analyst Description: Gray, Homogeneous, Non-Fibrous, Cementitious, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 100%			
21075-07	121051322-07	***No***	NAD (by NYS ELAP 198.6) by C. David Mintz on 05/12/21
Location: Flashing Caulk; Chimney			
Analyst Description: Gray, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 26.1%			
Comment: Heat Sensitive (organic): 57.1%; Acid Soluble (inorganic): 16.8%; Inert (Non-asbestos): 26.1%			
21075-08	121051322-08	***No***	NAD (by NYS ELAP 198.6) by C. David Mintz on 05/12/21
Location: Flashing Caulk; Chimney			
Analyst Description: Gray, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 25.3%			
Comment: Heat Sensitive (organic): 57.5%; Acid Soluble (inorganic): 17.1%; Inert (Non-asbestos): 25.3%			
21075-09	121051322-09	***No***	NAD (by NYS ELAP 198.6) by C. David Mintz on 05/12/21
Location: Black Caulk On Flashing; Chimney			
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 10.1%			
Comment: Heat Sensitive (organic): 87.1%; Acid Soluble (inorganic): 2.8%; Inert (Non-asbestos): 10.1%			

See Reporting notes on last page

PLM Bulk Asbestos Report

21075; Buffalo & Erie County Public Library - Exterior Renovations; Buffalo, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
21075-10	121051322-10	***No***	NAD (by NYS ELAP 198.6) by C. David Mintz on 05/12/21

Location: Black Caulk On Flashing; Chimney

Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material
Asbestos Types:
Other Material: Non-fibrous 8.3%
Comment: Heat Sensitive (organic): 89.9%; Acid Soluble (inorganic): 1.8%; Inert (Non-asbestos): 8.3%

21075-11	121051322-11	***No***	NAD (by NYS ELAP 198.6) by C. David Mintz on 05/12/21

Location: Grey Caulk On Ends Of Chimney Flashing; Chimney

Analyst Description: Gray, Homogeneous, Non-Fibrous, Bulk Material
Asbestos Types:
Other Material: Non-fibrous 11.1%
Comment: Heat Sensitive (organic): 44.5%; Acid Soluble (inorganic): 44.4%; Inert (Non-asbestos): 11.1%

21075-12	121051322-12	***No***	NAD (by NYS ELAP 198.6) by C. David Mintz on 05/12/21

Location: Grey Caulk On Ends Of Chimney Flashing; Chimney

Analyst Description: Gray, Homogeneous, Non-Fibrous, Bulk Material
Asbestos Types:
Other Material: Non-fibrous 17.9%
Comment: Heat Sensitive (organic): 44.3%; Acid Soluble (inorganic): 37.9%; Inert (Non-asbestos): 17.9%

Reporting Notes:

(1) Sample homogenized by grinding to a powder prior to analysis.

Analyzed by: C. David Mintz C David Mintz Reviewed by: Cory M. Parnell
Date: 5/12/2021

*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.

Client Name: Watts Architecture & Engineers

Table I
Summary of Bulk Asbestos Analysis Results

21075; Buffalo & Erie County Public Library - Exterior Renovations; 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	21075-01		0.279	35.8	32.8	31.4	NAD	NAD
Location: Black Caulk In Seams Of Wall Panels; Exterior Plaza								
02	21075-02		0.285	69.4	10.4	18.3	Chrysotile 1.9	NA
Location: Black Caulk In Seams Of Wall Panels; Exterior Plaza								
03	21075-03		0.244	31.7	37.7	30.6	NAD	NAD
Location: Grey Caulk At Intersection Between Wall Panels And Sidewalk; Exterior Plaza								
04	21075-04		0.449	25.4	39.2	35.4	NAD	NAD
Location: Grey Caulk At Intersection Between Wall Panels And Sidewalk; Exterior Plaza								
05	21075-05		----	----	----	----	NAD	NA
Location: Waterproofing Cement; Exterior Plaza								
06	21075-06		----	----	----	----	NAD	NA
Location: Waterproofing Cement; Exterior Plaza								
07	21075-07		0.469	57.1	16.8	26.1	NAD	NAD
Location: Flashing Caulk; Chimney								
08	21075-08		0.408	57.5	17.1	25.3	NAD	NAD
Location: Flashing Caulk; Chimney								
09	21075-09		0.265	87.1	2.8	10.1	NAD	NAD
Location: Black Caulk On Flashing; Chimney								
10	21075-10		0.331	89.9	1.8	8.3	NAD	NAD
Location: Black Caulk On Flashing; Chimney								
11	21075-11		0.252	44.5	44.4	11.0	NAD	Chrysotile Trace
Location: Grey Caulk On Ends Of Chimney Flashing; Chimney								
12	21075-12		0.289	44.3	37.9	17.9	NAD	NAD
Location: Grey Caulk On Ends Of Chimney Flashing; Chimney								

See Reporting notes on last page

Table I
Summary of Bulk Asbestos Analysis Results

21075; Buffalo & Erie County Public Library - Exterior Renovations; 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

Analyzed by: Cory M. Parnell

Reviewed by: Cory M. Parnell

Date: 5/13/2021

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). Analysis using Jeol, Model JEM-100CX II microscope, Serial #156147-247. ** 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.

121051322

WATTS ARCHITECTURE & ENGINEERING
ASBESTOS BULK SAMPLE CHAIN-OF-CUSTODY

Client: Trautman Associates
Project: Buffalo & Erie County Public Library - Exterior Renovations
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: 5/6/2021
Watts Project No.: 21075

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

21075-01	Black Caulk in Seams of Wall Panels	Exterior Plaza		
21075-02	Black Caulk in Seams of Wall Panels	Exterior Plaza		
21075-03	Grey Caulk at intersection between Wall Panels and Sidewalk	Exterior Plaza		
21075-04	Grey Caulk at intersection between Wall Panels and Sidewalk	Exterior Plaza		
21075-05	Waterproofing Cement	Exterior Plaza		
21075-06	Waterproofing Cement	Exterior Plaza		
21075-07	Flashing Caulk	Chimney		
21075-08	Flashing Caulk	Chimney		
21075-09	Black Caulk on Flashing	Chimney		
21075-10	Black Caulk on Flashing	Chimney		
21075-11	Grey Caulk on ends of Chimney Flashing	Chimney		
21075-12	Grey Caulk on ends of Chimney Flashing	Chimney		
21075-13				

Sampled By: Jerry Grady Date: 4/6/21 Received By: ___ Date: ___
Relinquished By: Jerry Grady Date: 4/7/21 Received By: ___ Date: ___
Comments:

RECEIVED
MAY 10 2021
By

Analysis Report

Schneider Laboratories Global, Inc

2512 W. Cary Street • Richmond, Virginia • 23220-5117
804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475

Customer: Watts Architecture & Engineering (4637)
Address: 95 Perry Street Suite 300
Buffalo, NY 14203

Attn:

Project: BECPL Exterior
Location: Buffalo, NY
Number: 21075

Order #: 418038

Matrix Bulk
Received 05/10/21
Reported 05/12/21

PO Number: 7628

Sample ID / Parameter	Cust. Sample ID	Location / Method	Result	RL*	Units	Analysis Date	Analyst
418038-001	21075-PCB-01	Wall Panel Caulk					
Semi-volatile Organic Compounds							
Aroclor - 1016		SW846 8082A	**<476**	476	µg/kg	05/10/21	AE
Aroclor - 1221		SW846 8082A	**<476**	476	µg/kg	05/10/21	AE
Aroclor - 1232		SW846 8082A	**<476**	476	µg/kg	05/10/21	AE
Aroclor - 1242		SW846 8082A	**<476**	476	µg/kg	05/10/21	AE
Aroclor - 1248		SW846 8082A	**<476**	476	µg/kg	05/10/21	AE
Aroclor - 1254		SW846 8082A	**767**	476	µg/kg	05/10/21	AE
Aroclor - 1260		SW846 8082A	**<476**	476	µg/kg	05/10/21	AE
Aroclor - 1262		SW846 8082A	**<476**	476	µg/kg	05/10/21	AE
Aroclor - 1268		SW846 8082A	**<476**	476	µg/kg	05/10/21	AE
PCB - Surrogate Recoveries							
DCB		MI					
TCMX		MI					
418038-002	21075-PCB-02	Sidewalk Caulk					
Semi-volatile Organic Compounds							
Aroclor - 1016		SW846 8082A	**<4320**	4320	µg/kg	05/10/21	AE
Aroclor - 1221		SW846 8082A	**<4320**	4320	µg/kg	05/10/21	AE
Aroclor - 1232		SW846 8082A	**<4320**	4320	µg/kg	05/10/21	AE
Aroclor - 1242		SW846 8082A	**<4320**	4320	µg/kg	05/10/21	AE
Aroclor - 1248		SW846 8082A	**<4320**	4320	µg/kg	05/10/21	AE
Aroclor - 1254		SW846 8082A	**9670**	4320	µg/kg	05/10/21	AE
Aroclor - 1260		SW846 8082A	**<4320**	4320	µg/kg	05/10/21	AE
Aroclor - 1262		SW846 8082A	**<4320**	4320	µg/kg	05/10/21	AE
Aroclor - 1268		SW846 8082A	**<4320**	4320	µg/kg	05/10/21	AE
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.

Analysis Report

Schneider Laboratories Global, Inc

2512 W. Cary Street • Richmond, Virginia • 23220-5117
804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475

Customer: Watts Architecture & Engineering (4637)
Address: 95 Perry Street Suite 300
Buffalo, NY 14203

Attn:

Project: BECPL Exterior
Location: Buffalo, NY
Number: 21075

Order #: 418038

Matrix Bulk
Received 05/10/21
Reported 05/12/21

PO Number: 7628

Sample ID / Parameter	Cust. Sample ID	Location / Method	Result	RL*	Units	Analysis Date	Analyst
418038-003	21075-PCB-03	Flashing Caulk					
Semi-volatile Organic Compounds							
Aroclor - 1016		SW846 8082A	**<452**	452	µg/kg	05/10/21	AE
Aroclor - 1221		SW846 8082A	**<452**	452	µg/kg	05/10/21	AE
Aroclor - 1232		SW846 8082A	**<452**	452	µg/kg	05/10/21	AE
Aroclor - 1242		SW846 8082A	**<452**	452	µg/kg	05/10/21	AE
Aroclor - 1248		SW846 8082A	**<452**	452	µg/kg	05/10/21	AE
Aroclor - 1254		SW846 8082A	**<452**	452	µg/kg	05/10/21	AE
Aroclor - 1260		SW846 8082A	**<452**	452	µg/kg	05/10/21	AE
Aroclor - 1262		SW846 8082A	**<452**	452	µg/kg	05/10/21	AE
Aroclor - 1268		SW846 8082A	**<452**	452	µg/kg	05/10/21	AE
PCB - Surrogate Recoveries							
DCB		140%					
TCMX		87%					
418038-004	21075-PCB-04	Black Caulk On Flashing					
Semi-volatile Organic Compounds							
Aroclor - 1016		SW846 8082A	**<443**	443	µg/kg	05/10/21	AE
Aroclor - 1221		SW846 8082A	**<443**	443	µg/kg	05/10/21	AE
Aroclor - 1232		SW846 8082A	**<443**	443	µg/kg	05/10/21	AE
Aroclor - 1242		SW846 8082A	**<443**	443	µg/kg	05/10/21	AE
Aroclor - 1248		SW846 8082A	**1230**	443	µg/kg	05/10/21	AE
Aroclor - 1254		SW846 8082A	**<443**	443	µg/kg	05/10/21	AE
Aroclor - 1260		SW846 8082A	**<443**	443	µg/kg	05/10/21	AE
Aroclor - 1262		SW846 8082A	**<443**	443	µg/kg	05/10/21	AE
Aroclor - 1268		SW846 8082A	**<443**	443	µg/kg	05/10/21	AE
PCB - Surrogate Recoveries							
DCB		MI					
TCMX		MI					

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.

Analysis Report

Schneider Laboratories Global, Inc

2512 W. Cary Street • Richmond, Virginia • 23220-5117
804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475

Customer: Watts Architecture & Engineering (4637)
Address: 95 Perry Street Suite 300
Buffalo, NY 14203

Attn:

Project: BECPL Exterior
Location: Buffalo, NY
Number: 21075

Order #: 418038

Matrix Bulk
Received 05/10/21
Reported 05/12/21

PO Number: 7628

Sample ID / Parameter	Cust. Sample ID / Method	Result	RL*	Units	Analysis Date	Analyst
418038-005	21075-PCB-05 / Grey Caulk On Flashing					
Semi-volatile Organic Compounds						
Aroclor - 1016	SW846 8082A	**<448**	447	µg/kg	05/10/21	AE
Aroclor - 1221	SW846 8082A	**<448**	447	µg/kg	05/10/21	AE
Aroclor - 1232	SW846 8082A	**<448**	447	µg/kg	05/10/21	AE
Aroclor - 1242	SW846 8082A	**<448**	447	µg/kg	05/10/21	AE
Aroclor - 1248	SW846 8082A	**<448**	447	µg/kg	05/10/21	AE
Aroclor - 1254	SW846 8082A	**<448**	447	µg/kg	05/10/21	AE
Aroclor - 1260	SW846 8082A	**<448**	447	µg/kg	05/10/21	AE
Aroclor - 1262	SW846 8082A	**<448**	447	µg/kg	05/10/21	AE
Aroclor - 1268	SW846 8082A	**<448**	447	µg/kg	05/10/21	AE
PCB - Surrogate Recoveries						
DCB	114%					
TCMX	74%					

418038-05/12/21 01:21 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.

Analysis Report

Schneider Laboratories Global, Inc

2512 W. Cary Street • Richmond, Virginia • 23220-5117
804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475

Customer: Watts Architecture & Engineering (4637)
Address: 95 Perry Street Suite 300
Buffalo, NY 14203

Attn:

Project: BECPL Exterior
Location: Buffalo, NY
Number: 21075

Order #: 418038

Matrix Bulk
Received 05/10/21
Reported 05/12/21

PO Number: 7628

Sample ID / Parameter	Cust. Sample ID / Method	Location	Result	RL*	Units	Analysis Date	Analyst

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 11259

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.

SCHNEIDER LABORATORIES GLOBAL, INC.
2512 West Cary Street, Richmond, Virginia 23220-5117
804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475
www.slabinc.com • info@slabinc.com

418038

V:\418\418038

fghraizi 5/10/2021 10:00:24 AM
UPS 1Z2E28998468502711

Submitting Co.	Watts A & E	State of Collection	NY	Cert. Required	☐ YES ☐ NO
95 Perry Street, Suite 300		Acct #	4637	Phone	716.435.1849
Buffalo, NY 14203		Email	jgrady@watts-ae.com		
Project Name	BECPL Exterior	PO #			
Project Location	Buffalo, NY	Special Instructions			
Project Number	21075				
Collected By	Jerry Grady				

Turn Around Time **

- ☐ Same day *
- ☐ 1 business day
- ☐ 2 business days
- ☐ 3 business days
- ☒ 5 business days

* not available for all tests

Matrix

- ☐ Paint
- ☒ Bulk
- ☐ Soil
- ☐ Wipe
- ☐ Ground Water
- ☐ Waste Water

** A job received past 3 PM will begin its TAT the next business day

Please schedule rush tests in advance

Test selection for all Samples listed below (Circle desired method)

- ☐ VOC (8260/624)
- ☐ SVOC (8270/625)
- ☐ Pesticides (8081/608)
- ☐ Herbicides (8151)
- ☐ Chlordane (8081/608)
- ☐ Toxaphene (8081/608)
- ☒ PCB (8082)
- ☐ TPH-DRO (8015)
- ☐ TPH-GRO (8015)
- ☐ BTEX (8260/8021)
- ☐ MTBE (8260/8021)
- ☐ Naphthalene (8260/8270)

TCLP

- ☐ Volatiles
- ☐ Semi-Volatiles
- ☐ Herbicides
- ☐ Pesticides
- ☐ Full TCLP (10 Day)

Miscellaneous

- ☐ Chlorides (300/9056)
- ☐ Silica (7602)
- ☐ Sulfates (300/9056)
- ☐ PAH (8270/625)
- ☐ Oil and Grease (1664)
- ☐ TPH (EPA 418.1)

Individual Sample Requests

Sample #	Date Sampled	Time Sampled	# of Containers	Sample Identification	Wipe Area
21075-PCB-01	5/5/21	1310	1	Wall Panel Caulk	
21075-PCB-02	5/5/21	1315	1	Sidewalk Caulk	
21075-PCB-03	5/5/21	1330	1	Flashing Caulk	
21075-PCB-04	5/5/21	1335	1	Black Caulk on Flashing	
21075-PCB-05	5/5/21	1340	1	Grey Caulk on Flashing	

For Aqueous and Solid samples ensure enough sample is sent for duplicate and spike analyses

Relinquished By: Jerry Grady Signature: Jerry Grady Date/Time 5/7/21 1200

! ALL SHADED FIELDS MUST BE FILLED TO AVOID DELAYS !

Chain-of-Custody documentation continued internally

EMSL Analytical, Inc.
490 Rowley Road, Depew, NY 14043
Phone/Fax: (716) 651-0030 / (716) 651-0394
http://www.EMSL.com buffalolab@emsl.com

EMSL Order: 141600168
CustomerID: WATT50
CustomerPO:
ProjectID:

Attn: **Edward Jones**
Watts Architecture & Engineering
95 Perry Street
Suite 300
Buffalo, NY 14203

Phone: (716) 206-5100
Fax: (716) 206-5199
Received: 01/15/16 4:12 PM
Analysis Date: 1/20/2016
Collected: 1/15/2016

Project: **12152 Phase 03 / Buffalo & Erie County Library Elevator**

Test Report:Asbestos Analysis of Bulk Material

Test	Analyzed Date	Color	Non Asbestos: Fibrous	Non Asbestos: Non-Fibrous	Asbestos
Sample ID 1215203-22 *141600168-0001*		**Description** black caulk between metal frame and - black stone panels **Homogeneity** Homogeneous			
PLM NYS 198.1 Friable					**Not Analyzed**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB	1/19/2016	Black			**Inconclusive: None Detected**
TEM NYS 198.4 NOB	1/20/2016	Black			**None Detected**
Sample ID 1215203-23 *141600168-0002*		**Description** black caulk between metal frame and - black stone panels **Homogeneity** Homogeneous			
PLM NYS 198.1 Friable					**Not Analyzed**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB	1/19/2016	Black			**Inconclusive: None Detected**
TEM NYS 198.4 NOB	1/20/2016	Black			**None Detected**
Sample ID 1215203-24 *141600168-0003*		**Description** thin set behind black stone panels - on underlying mortar **Homogeneity** Homogeneous			
PLM NYS 198.1 Friable	1/19/2016	Gray		100.00% Non-fibrous (other)	**None Detected**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**
Sample ID 1215203-25 *141600168-0004*		**Description** thin set behind black stone panels - on underlying mortar **Homogeneity** Homogeneous			
PLM NYS 198.1 Friable	1/19/2016	Gray		100.00% Non-fibrous (other)	**None Detected**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**
Sample ID 1215203-26 *141600168-0005*		**Description** black caulk between edges of black - stone panels **Homogeneity** Homogeneous			
PLM NYS 198.1 Friable					**Not Analyzed**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB	1/19/2016	Black			**Inconclusive: None Detected**
TEM NYS 198.4 NOB	1/20/2016	Black			**None Detected**

Initial Report From 01/21/2016 11:07:21

EMSL Analytical, Inc.
490 Rowley Road, Depew, NY 14043
Phone/Fax: (716) 651-0030 / (716) 651-0394
http://www.EMSL.com buffalolab@emsl.com

EMSL Order: 141600168
CustomerID: WATT50
CustomerPO:
ProjectID:

Test Report:Asbestos Analysis of Bulk Material

Test		Color	Non Asbestos Fibrous / Non-Fibrous	Asbestos
Sample ID 1215203-27 *141600168-0006*		**Description** black caulk between edges of black - stone panels **Homogeneity** Homogeneous		
PLM NYS 198.1 Friable				**Not Analyzed**
PLM NYS 198.6 VCM				**Not Analyzed**
PLM NYS 198.6 NOB	1/19/2016	Black		**Inconclusive: None Detected**
TEM NYS 198.4 NOB	1/20/2016	Black		**None Detected**
Sample ID 1215203-28 *141600168-0007*		**Description** black asphaltic flashing on - copper flashing **Homogeneity** Homogeneous		
PLM NYS 198.1 Friable				**Not Analyzed**
PLM NYS 198.6 VCM				**Not Analyzed**
PLM NYS 198.6 NOB	1/19/2016	Tan/Black		**5.4% Chrysotile** **5.4% Total**
TEM NYS 198.4 NOB	1/20/2016			**Not Analyzed**
Sample ID 1215203-29 *141600168-0008*		**Description** black asphaltic flashing on - copper flashing **Homogeneity**		
PLM NYS 198.1 Friable				**Not Analyzed**
PLM NYS 198.6 VCM				**Not Analyzed**
PLM NYS 198.6 NOB	1/19/2016			**Positive Stop (Not Analyzed)**
TEM NYS 198.4 NOB	1/20/2016			**Not Analyzed**
Sample ID 1215203-30 *141600168-0009*		**Description** black asphaltic flashing behind - copper flashing **Homogeneity** Homogeneous		
PLM NYS 198.1 Friable				**Not Analyzed**
PLM NYS 198.6 VCM				**Not Analyzed**
PLM NYS 198.6 NOB	1/19/2016	Black		**3.0% Chrysotile** **3.0% Total**
TEM NYS 198.4 NOB	1/20/2016			**Not Analyzed**
Sample ID 1215203-31 *141600168-0010*		**Description** black asphaltic flashing behind - copper flashing **Homogeneity**		
PLM NYS 198.1 Friable				**Not Analyzed**
PLM NYS 198.6 VCM				**Not Analyzed**
PLM NYS 198.6 NOB	1/19/2016			**Positive Stop (Not Analyzed)**
TEM NYS 198.4 NOB	1/20/2016			**Not Analyzed**
Sample ID 1215203-32 *141600168-0011*		**Description** black tar and fabric, on concrete behind - copper flashing **Homogeneity** Homogeneous		
PLM NYS 198.1 Friable				**Not Analyzed**
PLM NYS 198.6 VCM				**Not Analyzed**
PLM NYS 198.6 NOB	1/19/2016	Black		**24.9% Chrysotile** **24.9% Total**
TEM NYS 198.4 NOB	1/21/2016			**Not Analyzed**

Initial Report From 01/21/2016 11:07:21

EMSL Analytical, Inc.
490 Rowley Road, Depew, NY 14043
Phone/Fax: (716) 651-0030 / (716) 651-0394
http://www.EMSL.com buffalolab@emsl.com

EMSL Order: 141600168
CustomerID: WATT50
CustomerPO:
ProjectID:

Test Report:Asbestos Analysis of Bulk Material

Test			Color	Non Asbestos Fibrous	Non Asbestos Non-Fibrous	Asbestos
Sample ID	1215203-33 *141600168-0012*		**Description** **Homogeneity**	black tar and fabric, on concrete behind - copper flashing		
PLM NYS 198.1 Friable						**Not Analyzed**
PLM NYS 198.6 VCM						**Not Analyzed**
PLM NYS 198.6 NOB		1/19/2016				**Positive Stop (Not Analyzed)**
TEM NYS 198.4 NOB		1/21/2016				**Not Analyzed**
Sample ID	1215203-34 *141600168-0013*		**Description** **Homogeneity**	yellow fibrous packing at metal lip - base of concrete Homogeneous		
PLM NYS 198.1 Friable		1/19/2016	Black/Yellow	90.00% Cellulose 10.00% Glass	0.00% Non-fibrous (other)	**None Detected**
PLM NYS 198.6 VCM						**Not Analyzed**
PLM NYS 198.6 NOB						**Not Analyzed**
TEM NYS 198.4 NOB						**Not Analyzed**
Sample ID	1215203-35 *141600168-0014*		**Description** **Homogeneity**	yellow fibrous packing at metal lip - base of concrete Homogeneous		
PLM NYS 198.1 Friable		1/19/2016	Black/Yellow	100.00% Cellulose	0.00% Non-fibrous (other)	**None Detected**
PLM NYS 198.6 VCM						**Not Analyzed**
PLM NYS 198.6 NOB						**Not Analyzed**
TEM NYS 198.4 NOB						**Not Analyzed**

Analyst(s)
Mark Tate
Shauna Strnad

Rhonda McGee

Rhonda McGee, Laboratory Manager
or other approved signatory

NOB = Non Friable Organically Bound N/A = Not Applicable VCM = Vermiculite Containing Material

-In New York State, TEM is currently the only method that can be used to determine if NOB materials can be considered or treated as non-asbestos containing.
All samples examined for the presence of vermiculite when analyzed via NYS 198.1.
-NYS Guidelines for Vermiculite containing samples are available at http://www.wadsworth.org/labcert/elapcert/forms/VermiculiteInterimGuidance_Rev070913.pdf
EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported above and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. Samples were received in good condition unless otherwise noted.
This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the federal government. This report may contain data that is not covered by the NVLAP accreditation.

Samples analyzed by EMSL Analytical, Inc. Depew, NY NYS ELAP 11606

Initial Report From 01/21/2016 11:07:21

WATTS ARCHITECTURE & ENGINEERING
ASBESTOS BULK SAMPLE CHAIN-OF-CUSTODY

1416600168

Page: 1 of 1

Client: Hamilton Huston Lownie, LLC
Date: Friday 01/15/2016
Project: Buffalo & Erie County Library Elevator
Watts Project No.: 12152 Phase 03
Building / Location: Main Library, Buffalo, NY
Contact: Edward J. Jones at (716) 206-5142
Preliminary Results to: ejones@watts-ae.com
Mail Report & Invoice to: Watts Architecture & Engineering, 95 Perry Street, Buffalo, NY 14203

Analysis Requested:
198.1 x 198.6 x 198.4 x

Turnaround Requested:

	3 Hr.		48 Hr.
	6 Hr.		72 Hr.
	12 Hr.		4 Day
	24 Hr.		5 Day
X	7 Day (1 WEEK)		

Sample Number	Material Description	HA	Location		
1215203-22	Black caulk between metal frame and black stone panels	1	North side of library bridge over Ellicott Street, lowest panel		
1215203-23	Black caulk between metal frame and black stone panels	1	North side of library bridge over Ellicott Street, lowest panel		
1215203-24	Thin set behind black stone panels, on underlying mortar	2	North side of library bridge over Ellicott Street, lowest panel, below window		
1215203-25	Thin set behind black stone panels, on underlying mortar	2	North side of library bridge over Ellicott Street, lowest panel, below window		
1215203-26	Black caulk between edges of black stone panels	3	North side of library bridge over Ellicott Street, between lowest row panels		
1215203-27	Black caulk between edges of black stone panels	3	North side of library bridge over Ellicott Street, between lowest row panels		
1215203-28	Black asphaltic flashing on copper flashing	4	North side of library bridge over Ellicott Street, behind mortar, on copper flashing on concrete		
1215203-29	Black asphaltic flashing on copper flashing	4	North side of library bridge over Ellicott Street, behind mortar, on copper flashing on concrete		
1215203-30	Black asphaltic flashing behind copper flashing	5	North side of library bridge over Ellicott Street, behind mortar, behind copper flashing on concrete		
1215203-31	Black asphaltic flashing behind copper flashing	5	North side of library bridge over Ellicott Street, behind mortar, behind copper flashing on concrete		
1215203-32	Black tar and fabric, on concrete behind copper flashing	6	North side of library bridge over Ellicott Street, behind mortar, on concrete, behind copper flashing		
1215203-33	Black tar and fabric, on concrete behind copper flashing	6	North side of library bridge over Ellicott Street, behind mortar, on concrete, behind copper flashing		
1215203-34	Yellow fibrous packing at metal lip, base of concrete	7	North side of library bridge over Ellicott Street, behind mortar, copper & black tar flashing		
1215203-35	Yellow fibrous packing at metal lip, base of concrete	7	North side of library bridge over Ellicott Street, behind mortar, copper & black tar flashing		

RECEIVED
JAN 15 2016
BY: C. Ward 4:15pm

Sampled By: Edward J. Jones **Date:** 01/15/16 **Received By:** _____ **Date:** _____
Relinquished By: Edward J. Jones **Date:** 01/15/16 12:00 **Received By:** _____ **Date:** _____

Comments: If PLM NOB is negative, analyze by TEM. Stop at first positive for each homogeneous material description group.

Page 1 Of 1

OrderID: 141600168

EMSL Analytical, Inc.
490 Rowley Road, Depew, NY 14043
Phone/Fax: (716) 651-0030 / (716) 651-0394
http://www.EMSL.com buffalolab@emsl.com

EMSL Order: 141505207
CustomerID: WATT50
CustomerPO:
ProjectID:

Attn: **Edward Jones**
Watts Architecture & Engineering
95 Perry Street
Suite 300
Buffalo, NY 14203

Phone: (716) 206-5100
Fax: (716) 206-5199
Received: 12/08/15 3:28 PM
Analysis Date: 12/14/2015
Collected: 12/8/2015

Project: **12152 phase 03 / Buffalo & Erie County Library Elevator: Main Library, Buffalo, NY**

Test Report:Asbestos Analysis of Bulk Material

Test	Analyzed Date	Color	Non Asbestos: Fibrous	Non Asbestos: Non-Fibrous	Asbestos
Sample ID 1215203-14 *141505207-0001*		**Description** **Homogeneity**	black asphaltic flashing Homogeneous		
PLM NYS 198.1 Friable					**Not Analyzed**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB	12/11/2015	Black			**8.3% Chrysotile** **8.3% Total**
TEM NYS 198.4 NOB	12/14/2015				**Not Analyzed**
Sample ID 1215203-15 *141505207-0002*		**Description** **Homogeneity**	black asphaltic flashing		
PLM NYS 198.1 Friable					**Not Analyzed**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB	12/11/2015				**Positive Stop (Not Analyzed)**
TEM NYS 198.4 NOB	12/14/2015				**Not Analyzed**
Sample ID 1215203-16 *141505207-0003*		**Description** **Homogeneity**	cementitious thin set behind granite panel Homogeneous		
PLM NYS 198.1 Friable	12/14/2015	Gray		100.00% Non-fibrous (other)	**None Detected**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**
Sample ID 1215203-17 *141505207-0004*		**Description** **Homogeneity**	cementitious thin set behind granite panel Homogeneous		
PLM NYS 198.1 Friable	12/14/2015	Gray		100.00% Non-fibrous (other)	**None Detected**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**
Sample ID 1215203-18 *141505207-0005*		**Description** **Homogeneity**	brown fibrous joint filler Homogeneous		
PLM NYS 198.1 Friable					**Not Analyzed**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB	12/11/2015	Black			**Inconclusive: None Detected**
TEM NYS 198.4 NOB	12/14/2015	Black			**None Detected**

Initial Report From 12/14/2015 21:04:27

EMSL Analytical, Inc.
490 Rowley Road, Depew, NY 14043
Phone/Fax: (716) 651-0030 / (716) 651-0394
http://www.EMSL.com buffalolab@emsl.com

EMSL Order:	141505207
CustomerID:	WATT50
CustomerPO:	
ProjectID:	

Test Report:Asbestos Analysis of Bulk Material

Test		Color	Non Asbestos Fibrous	Non-Fibrous	Asbestos
Sample ID 1215203-19 *141505207-0006*		**Description** brown fibrous joint filler **Homogeneity** Homogeneous			
PLM NYS 198.1 Friable					**Not Analyzed**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB	12/11/2015	Brown			**Inconclusive: None Detected**
TEM NYS 198.4 NOB	12/14/2015	Brown			**None Detected**
Sample ID 1215203-20 *141505207-0007*		**Description** cementitious thin set behind marble panel **Homogeneity** Homogeneous			
PLM NYS 198.1 Friable	12/14/2015	Gray		100.00% Non-fibrous (other)	**None Detected**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**
Sample ID 1215203-21 *141505207-0008*		**Description** cementitious thin set behind marble panel **Homogeneity** Homogeneous			
PLM NYS 198.1 Friable	12/14/2015	Gray		100.00% Non-fibrous (other)	**None Detected**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**

Analyst(s)

Rhonda McGee

Shauna Strnad

Taron Williams

Rhonda McGee

Rhonda McGee, Laboratory Manager
or other approved signatory

NOB = Non Friable Organically Bound N/A = Not Applicable VCM = Vermiculite Containing Material

-In New York State, TEM is currently the only method that can be used to determine if NOB materials can be considered or treated as non-asbestos containing.
All samples examined for the presence of vermiculite when analyzed via NYS 198.1.
-NYS Guidelines for Vermiculite containing samples are available at http://www.wadsworth.org/labcert/elapcert/forms/VermiculiteInterimGuidance_Rev070913.pdf
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Samples analyzed by EMSL Analytical, Inc. Depew, NY NYS ELAP 11606

Initial Report From 12/14/2015 21:04:27

WATTS ARCHITECTURE & ENGINEERING
ASBESTOS BULK SAMPLE CHAIN-OF-CUSTODY

141505207

Page: 1 of 1

Client: Hamilton Huston Lawnie, LLC
Project: Buffalo & Erie County Library Elevator
Building / Location: Main Library, Buffalo, NY
Contact: Edward J. Jones at (716) 206-5142
Preliminary Results to: ejones@watts-ae.com
Mail Report & Invoice to: Watts Architecture & Engineering
95 Perry Street, Buffalo, NY 14203

Date: TUES 12/08/15
Watts Project No.: 12152 PHASE 03

Turnaround Requested:

___ 3 Hr.	___ 48 Hr.
___ 6 Hr.	___ 72 Hr.
___ 12 Hr.	___ 4 Day
___ 24 Hr.	___ 5 Day
	X 7 Day (1WEEI

Analysis Requested:
198.1 x 198.6 x 198.4 x

Sample Number	Material Description	HA	Sample Location	Laboratory Results PLM	TEM
1215203-14	Black Asphaltic Flashing	1	west side of Building Test area at Ellicott St, Beneath TOP of Granite panel		
1215203-15	Black Asphaltic Flashing	1	west side of Building Test area at Ellicott St, Beneath TOP of Granite panel		
1215203-16	Cementitious Thinset behind Granite panel	2	west side of Building Test area at Ellicott St, Beneath TOP of Granite panel		
1215203-17	Cementitious Thinset behind Granite panel	2	west side of Building Test area at Ellicott St, on cement behind Granite panel		
1215203-18	Brown Fibrous Joint Filler	3	west side of Building Test area at Ellicott St, on back side of Granite panel		
1215203-19	Brown fibrous Joint Filler	3	west side of Building Test area at Ellicott St, behind Granite panel seam		
1215203-20	Cementitious Thinset behind marble panel	4	west side of Building Test area at Ellicott St, behind Granite panel seam		
1215203-21	Cementitious Thinset behind marble panel	4	west side of Building Test area at Ellicott St, on back side of marble panel		
			west side of Building Test area at Ellicott ST, on cracked tile behind marble panel		

Sampled By: Edward J Jones **Date:** 12/08/15 **Received By:** [signature] **Date:** 12/8/15 3:28 pm

Relinquished By: [signature] **Date:** 12/08/15 14:00 **Received By:** _____ **Date:** _____

Comments: If PLM NOB is negative, analyze by TEM. Stop at first positive for each homogeneous material description group.

OrderID: 141505207

EMSL Analytical, Inc.
490 Rowley Road, Depew, NY 14043
Phone/Fax: (716) 651-0030 / (716) 651-0394
http://www.EMSL.com buffalolab@emsl.com

EMSL Order: 141502278
CustomerID: WATT50
CustomerPO:
ProjectID:

Attn: **Jerry Grady**
Watts Architecture & Engineering
95 Perry Street
Suite 300
Buffalo, NY 14203

Phone: (716) 206-5100
Fax: (716) 206-5199
Received: 06/02/15 3:37 PM
Analysis Date: 6/6/2015
Collected: 5/28/2015

Project: **12152 / Buffalo & Erie County Library Elevator: Main Library Buffalo, NY**

Test Report:Asbestos Analysis of Bulk Material

Test	Analyzed Date	Color	Non Asbestos Fibrous	Non Asbestos Non-Fibrous	Asbestos
Sample ID 1215203-01 *141502278-0001*		**Description** spray-on fireproofing **Homogeneity** Homogeneous			
PLM NYS 198.1 Friable	6/6/2015	Gray	70.00% Min. Wool	30.00% Non-fibrous (other)	**None Detected**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**
Sample ID 1215203-02 *141502278-0002*		**Description** spray-on fireproofing **Homogeneity** Homogeneous			
PLM NYS 198.1 Friable	6/6/2015	Gray	70.00% Min. Wool	30.00% Non-fibrous (other)	**None Detected**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**
Sample ID 1215203-03 *141502278-0003*		**Description** spray-on fireproofing **Homogeneity** Homogeneous			
PLM NYS 198.1 Friable	6/6/2015	Gray	70.00% Min. Wool	30.00% Non-fibrous (other)	**None Detected**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**
Sample ID 1215203-04 *141502278-0004*		**Description** spray-on fireproofing **Homogeneity** Homogeneous			
PLM NYS 198.1 Friable	6/6/2015	Gray	70.00% Min. Wool	30.00% Non-fibrous (other)	**None Detected**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**
Sample ID 1215203-05 *141502278-0005*		**Description** spray-on fireproofing **Homogeneity** Homogeneous			
PLM NYS 198.1 Friable	6/6/2015	Gray	70.00% Min. Wool	30.00% Non-fibrous (other)	**None Detected**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**

Initial Report From 06/06/2015 16:19:34

EMSL Analytical, Inc.
490 Rowley Road, Depew, NY 14043
Phone/Fax: (716) 651-0030 / (716) 651-0394
http://www.EMSL.com buffalolab@emsl.com

EMSL Order: 141502278
CustomerID: WATT50
CustomerPO:
ProjectID:

Test Report:Asbestos Analysis of Bulk Material

Test		Color	Non Asbestos Fibrous	Non-Fibrous	Asbestos
Sample ID 1215203-06 *141502278-0006*		**Description** spray-on fireproofing **Homogeneity** Homogeneous			
PLM NYS 198.1 Friable	6/6/2015	Gray	70.00% Min. Wool	30.00% Non-fibrous (other)	**None Detected**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**
Sample ID 1215203-07 *141502278-0007*		**Description** spray-on fireproofing **Homogeneity** Homogeneous			
PLM NYS 198.1 Friable	6/6/2015	Gray	70.00% Min. Wool	30.00% Non-fibrous (other)	**None Detected**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**
Sample ID 1215203-08 *141502278-0008*		**Description** granite panel caulk **Homogeneity** Homogeneous			
PLM NYS 198.1 Friable					**Not Analyzed**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB	6/4/2015	Black			**Inconclusive: None Detected**
TEM NYS 198.4 NOB	6/6/2015	Black			**None Detected**
Sample ID 1215203-09 *141502278-0009*		**Description** granite panel caulk **Homogeneity** Homogeneous			
PLM NYS 198.1 Friable					**Not Analyzed**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB	6/4/2015	Black			**Inconclusive: None Detected**
TEM NYS 198.4 NOB	6/6/2015	Black			**None Detected**
Sample ID 1215203-10 *141502278-0010*		**Description** marble panel caulk **Homogeneity** Homogeneous			
PLM NYS 198.1 Friable					**Not Analyzed**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB	6/4/2015	White			**Inconclusive: None Detected**
TEM NYS 198.4 NOB	6/6/2015	White			**None Detected**
Sample ID 1215203-11 *141502278-0011*		**Description** marble panel caulk **Homogeneity** Homogeneous			
PLM NYS 198.1 Friable					**Not Analyzed**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB	6/4/2015	White			**Inconclusive: None Detected**
TEM NYS 198.4 NOB	6/6/2015	White			**None Detected**

Initial Report From 06/06/2015 16:19:34

EMSL Analytical, Inc.
490 Rowley Road, Depew, NY 14043
Phone/Fax: (716) 651-0030 / (716) 651-0394
http://www.EMSL.com buffalolab@emsl.com

EMSL Order:	141502278
CustomerID:	WATT50
CustomerPO:	
ProjectID:	

Test Report:Asbestos Analysis of Bulk Material

Test		Color	Non Asbestos Fibrous	Non-Fibrous	Asbestos
Sample ID 1215203-12 *141502278-0012*		**Description** mosaic tile grout/mudset **Homogeneity** Homogeneous			
PLM NYS 198.1 Friable	6/6/2015	Gray		100.00% Non-fibrous (other)	**None Detected**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**
Sample ID 1215203-13 *141502278-0013*		**Description** mosaic tile grout/mudset **Homogeneity** Homogeneous			
PLM NYS 198.1 Friable	6/6/2015	Gray		100.00% Non-fibrous (other)	**None Detected**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**

Analyst(s)

Kelly Gallisdorfer

Shauna Strnad

Taron Williams

Rhonda McGee

Rhonda McGee, Laboratory Manager
or other approved signatory

NOB = Non Friable Organically Bound N/A = Not Applicable VCM = Vermiculite Containing Material

-In New York State, TEM is currently the only method that can be used to determine if NOB materials can be considered or treated as non-asbestos containing.
All samples examined for the presence of vermiculite when analyzed via NYS 198.1.
-NYS Guidelines for Vermiculite containing samples are available at http://www.wadsworth.org/labcert/elapcert/forms/VermiculiteInterimGuidance_Rev070913.pdf
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Samples analyzed by EMSL Analytical, Inc. Depew, NY NYS ELAP 11606

Initial Report From 06/06/2015 16:19:34

WATTS ARCHITECTURE & ENGINEERING
ASBESTOS BULK SAMPLE CHAIN-OF-CUSTODY

141502278

Client: Hamilton Houston Lownie, LLC
Project: Buffalo & Erie County Library Elevator
Building / Location: Main Library Buffalo, NY
Contact: Jerry Grady at (716) 206-5100
Fax Preliminary Results to: (716) 206-5199
Mail Report & Invoice to: Watts Architecture & Engineering, P.C.
95 Perry Street, Suite 300, Buffalo, NY 14203

Date: 5/28/2015
Watts Project No.: 12152

Turnaround Requested: ___ 3 Hr. ___ 48 Hr.
Analysis Requested: ___ 6 Hr. ___ 72 Hr.
PLM x TEM x ___ 12 Hr. ___ 5 Day
___ 24 Hr. x 1 week

1215203-01	Spray-on Fireproofing	Crawlspace West of Elevator Pit	NAD	
1215203-02	Spray-on Fireproofing	Crawlspace SW of Elevator Pit	NAD	
1215203-03	Spray-on Fireproofing	Crawlspace S of Elevator Pit	NAD	
1215203-04	Spray-on Fireproofing	Crawlspace N of Escalator Pit	NAD	
1215203-05	Spray-on Fireproofing	Crawlspace South of Escalator Pit	NAD	
1215203-06	Spray-on Fireproofing	Crawlspace West of Escalator Pit	NAD	
1215203-07	Spray-on Fireproofing	Crawlspace NW of Escalator Pit	NAD	
1215203-08	Granite Panel Caulk	West side of Building near West Entrance	NAD	
1215203-09	Granite Panel Caulk	West side of Building near West Entrance	NAD	
1215203-10	Marble Panel Caulk	West side of Building near West Entrance	NAD	
1215203-11	Marble Panel Caulk	West side of Building near West Entrance	NAD	
1215203-12	Mosaic Tile Grout/Mudset	West side of Building at West Entrance	NAD	

RECEIVED
JUN 02 2015
BY:

Sampled By: Jerry Grady Date: 6/2/2015 Received By: C 3:37pm Date:
Relinquished By: Jerry Grady Date: 6/2/15 Received By: Date:

Comments: Analyze all NOB's by PLM then proceed to TEM if necessary. Analyze to 1st positive. Call if spray-on fireproofing contains vermiculate.

* 01 to 07 No Vermiculite present. @ 6/3/15

OrderID: 141502278

WATTS ARCHITECTURE & ENGINEERING
ASBESTOS BULK SAMPLE CHAIN-OF-CUSTODY

141502278

Client: Hamilton Houston Lownie, LLC

Project: Buffalo & Erie County Library Elevator

Building / Location: Main Library Buffalo, NY

Contact: Jerry Grady at (716) 206-5100

Fax Preliminary Results to: (716) 206-5199

Mail Report & Invoice to: Watts Architecture & Engineering, P.C.
95 Perry Street, Suite 300, Buffalo, NY 14203

Date: 5/28/2015

Watts Project No.: 12152

Turnaround Requested: ___ 3 Hr. ___ 48 Hr.
Analysis Requested: ___ 6 Hr. ___ 72 Hr.
PLM x TEM x ___ 12 Hr. ___ 5 Day
___ 24 Hr. x 1 Week

Sample No.	Material Description	Sample Location	PLM	TEM
1215203-13	Mosaic Tile Grout/Mudset	West side of Building at West Entrance	NAD	
1215203-14				
1215203-15				
1215203-16				
1215203-17				
1215203-18				
1215203-19				
1215203-20				
1215203-21				
1215203-22				
1215203-23				
1215203-24				

RECEIVED
JUN 02 2015

Sampled By: Jerry Grady Date: 6/2/2015 Received By: C 3:37 PM Date:

Relinquished By: Jerry Grady Date: 6/2/15 Received By: BY: Date:

Comments: Analyze all NOB's by PLM then proceed to TEM if necessary. Analyze to 1st positive.

OrderID: 141502278

Analysis Report

Schneider Laboratories Global, Inc

2512 W. Cary Street • Richmond, Virginia • 23220-5117
804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475

Customer: Watts Architecture & Engineering (4637)
Address: 95 Perry Street Suite 300
Buffalo, NY 14203

Attn:

Project: Buffalo & Erie County Library
Location: Main Library, 1 Lafayette
Number: 12152.03

Order #: 156180

Matrix Bulk
Received 01/18/16
Reported 01/21/16

PO Number: 7628 12152.03

Sample ID / Parameter	Cust. Sample ID	Location / Method	Result	RL*	Units	Analysis Date	Analyst
156180-001	12152-PCB-03	Btwn Metal Frame & Panels					
Semi-volatile Organic Compounds							
Aroclor - 1016		SW846 8082A	**<417000**	417000	µg/Kg	01/20/16	BRW
Aroclor - 1221		SW846 8082A	**<417000**	417000	µg/Kg	01/20/16	BRW
Aroclor - 1232		SW846 8082A	**<417000**	417000	µg/Kg	01/20/16	BRW
Aroclor - 1242		SW846 8082A	**<417000**	417000	µg/Kg	01/20/16	BRW
Aroclor - 1248		SW846 8082A	**<417000**	417000	µg/Kg	01/20/16	BRW
Aroclor - 1254		SW846 8082A	**950000**	417000	µg/Kg	01/20/16	BRW
Aroclor - 1260		SW846 8082A	**<417000**	417000	µg/Kg	01/20/16	BRW
Aroclor - 1262		SW846 8082A	**<417000**	417000	µg/Kg	01/20/16	BRW
Aroclor - 1268		SW846 8082A	**<417000**	417000	µg/Kg	01/20/16	BRW
PCB - Surrogate Recoveries							
DCB		D					
TCMX		D					
156180-002	12152-PCB-04	Btwn Edges Of Panels					
Semi-volatile Organic Compounds							
Aroclor - 1016		SW846 8082A	**<4170**	4160	µg/Kg	01/20/16	BRW
Aroclor - 1221		SW846 8082A	**<4170**	4160	µg/Kg	01/20/16	BRW
Aroclor - 1232		SW846 8082A	**<4170**	4160	µg/Kg	01/20/16	BRW
Aroclor - 1242		SW846 8082A	**<4170**	4160	µg/Kg	01/20/16	BRW
Aroclor - 1248		SW846 8082A	**<4170**	4160	µg/Kg	01/20/16	BRW
Aroclor - 1254		SW846 8082A	**36000**	4160	µg/Kg	01/20/16	BRW
Aroclor - 1260		SW846 8082A	**<4170**	4160	µg/Kg	01/20/16	BRW
Aroclor - 1262		SW846 8082A	**<4170**	4160	µg/Kg	01/20/16	BRW
Aroclor - 1268		SW846 8082A	**<4170**	4160	µg/Kg	01/20/16	BRW
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. PPM = mg/kg | PPB = µg/kg. The test results reported relate only to the samples submitted.

Analysis Report

Schneider Laboratories Global, Inc

2512 W. Cary Street • Richmond, Virginia • 23220-5117
804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475

Customer: Watts Architecture & Engineering (4637)
Address: 95 Perry Street Suite 300
Buffalo, NY 14203

Attn:

Project: Buffalo & Erie County Library
Location: Main Library, 1 Lafayette
Number: 12152.03

Order #: 156180

Matrix Bulk
Received 01/18/16
Reported 01/21/16

PO Number: 7628 12152.03

Sample ID / Parameter	Cust. Sample ID / Method	Location	Result	RL*	Units	Analysis Date	Analyst
156180-01/21/16 11:44 AM							

Reviewed By: **Thoria Nadiem**
Organics Analyst

Certifications

Parameter	Method	Matrix	CT	NY	VA
Aroclor - 1016	SW846 8082A	Bulk	X	X	X
Aroclor - 1221	SW846 8082A	Bulk	X	X	X
Aroclor - 1232	SW846 8082A	Bulk	X	X	X
Aroclor - 1242	SW846 8082A	Bulk	X	X	X
Aroclor - 1248	SW846 8082A	Bulk	X	X	X
Aroclor - 1254	SW846 8082A	Bulk	X	X	X
Aroclor - 1260	SW846 8082A	Bulk	X	X	X
Aroclor - 1262	SW846 8082A	Bulk	X	X	X
Aroclor - 1268	SW846 8082A	Bulk	X	X	X

Key

State	Regulatory Agency - Lab ID	Certificate Number
CT	CT DPH	PH-0118
NY	NYELAP-11413	52362
VA	Virginia DCLS/DEQ - 460135	8160

'X' indicates that the analyte is accredited.

If your state is not listed above, call laboratory for accreditation/certification information.

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. PPM = mg/kg | PPB = µg/kg. The test results reported relate only to the samples submitted.

SCHNEIDER LABORATORIES GLOBAL, INC.

2512 West Cary Street, Richmond, Virginia 23220-5117
804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475
www.slabinc.com e-mail: info@slabinc.com

156180

V:\156\156180

Submitting Co.	Watts Architecture and Engineering	Lab WO#		Phone	(716) 205-5100
95 Perry Street, Suite 300		Acct #		Fax	(716) 206-5199
Buffalo, New York 14203		State of Collection	New York	E-Mail	ejones@watts-ae.com

Project Name:	Buffalo and Erie County Library
Project Location:	Main Library, 1 Lafayette Square, Buffalo, NY
Project Number:	12152.03
Purchase Order #	12152.03
TAT Requested	(Business Day) ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☒ 5 ☐ 10 ☐ Other: _____

Special Instructions [include requests for special reporting or data packages]

Minimum detection limit of 50 ppm required

e-mail results to Edward Jones at: ejones@watts-ae.com

Analysis Request — Other

BTEX 602 ☐ MTBE ☐ Naphthalene ☐ | Purgeable Aromatics 8021 ☐ | Petrol Hydrocarbons GC 8015M Diesel ☐ 8015M Gas ☐ | TPH 418.1 ☐ | Corrosivity ☐ Reactivity ☐ Flashpoint, Closed Cup ☐ | Volatile Organics 624 ☐ 8260 ☐ | Semivolatile Organics 625 ☐ 8270 ☐ | PAHs 610 ☐ 8270 ☐ 8310 By HPLC ☐ | TCLP Semi-Vols ☐ BNAs ☐ Pest ☐ Herb ☐ VOAs ☐ Full ☐ | Pesticides 608 ☐ 8081 ☐ Herbicides 8151 ☐ PCB's 8082 ☒

	Sample #	Date Sampled	Time Sampled	# Containers	Composite	Grab	Matrix: Drinking Water	Waste Water	Ground Water	Soil / Sludge	Air	Wipe	Oil	Solid	Pesticides 608
03	12152-PCB-03	01/15/16	10:00	1		X								X	X
	Caulk Between metal Frame & Black stone panels Bridge over Ellicott St														
04	12152-PCB-04	01/15/16	10:15	1		X								X	X
	Black caulk Between Edges of Black stone panels Bridge over Ellicott St.														

Sampled by
NAME Edward J. Jones
SIGNATURE Edward J. Jones
DATE/TIME 01/15/16

Relinquished to lab by
NAME Edward J. Jones
SIGNATURE Edward J. Jones
DATE/TIME 01/15/16 12:00

1/18/16

Preserved ☒ Yes ☐ No ☐ Ambient temp ☐ Ice °C ___ pH ___ Cl ___ ☐R ☒S ☐X

☐ Receive a physical copy of report.

Sample Disposal
If samples over red. weight (Refer to Fee Schedule)
☐ Return to Sender (Shipping fees)
☒ Disposal by lab ($50 fee)

Shipping Methods
☐ FX ☒ UPS ☐ USM ☐ HD ☐ DB
WB 2016

Chain-of-Custody documentation continued internally within lab. Terms and conditions page 2.

Analysis Report

Schneider Laboratories Global, Inc

2512 W. Cary Street • Richmond, Virginia • 23220-5117
804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475

Customer: Watts Architecture & Engineering (4637)
Address: 95 Perry Street Suite 300
Buffalo, NY 14203

Attn:

Project: Buffalo & Erie County Library
Location: Buffalo, NY
Number: 12152

Order #: 135879

Matrix Bulk
Received 07/16/15
Reported 07/20/15

PO Number:

Sample ID / Parameter	Cust. Sample ID / Method	Result	RL*	Units	Analysis Date	Analyst
135879-001	12152-PCB-01					
Semi-volatile Organic Compounds						
Aroclor - 1016	SW846 8082A	<6900	6890	µg/Kg	07/20/15	BRW
Aroclor - 1221	SW846 8082A	<6900	6890	µg/Kg	07/20/15	BRW
Aroclor - 1232	SW846 8082A	<6900	6890	µg/Kg	07/20/15	BRW
Aroclor - 1242	SW846 8082A	<6900	6890	µg/Kg	07/20/15	BRW
Aroclor - 1248	SW846 8082A	<6900	6890	µg/Kg	07/20/15	BRW
Aroclor - 1254	SW846 8082A	51000	6890	µg/Kg	07/20/15	BRW
Aroclor - 1260	SW846 8082A	<6900	6890	µg/Kg	07/20/15	BRW
Aroclor - 1262	SW846 8082A	<6900	6890	µg/Kg	07/20/15	BRW
Aroclor - 1268	SW846 8082A	<6900	6890	µg/Kg	07/20/15	BRW
PCB - Surrogate Recoveries						
DCB	D					
TCMX	D					
135879-002	12152-PCB-02					
Semi-volatile Organic Compounds						
Aroclor - 1016	SW846 8082A	<370000	369000	µg/Kg	07/20/15	BRW
Aroclor - 1221	SW846 8082A	<370000	369000	µg/Kg	07/20/15	BRW
Aroclor - 1232	SW846 8082A	<370000	369000	µg/Kg	07/20/15	BRW
Aroclor - 1242	SW846 8082A	<370000	369000	µg/Kg	07/20/15	BRW
Aroclor - 1248	SW846 8082A	<370000	369000	µg/Kg	07/20/15	BRW
Aroclor - 1254	SW846 8082A	8250000	369000	µg/Kg	07/20/15	BRW
Aroclor - 1260	SW846 8082A	<370000	369000	µg/Kg	07/20/15	BRW
Aroclor - 1262	SW846 8082A	<370000	369000	µg/Kg	07/20/15	BRW
Aroclor - 1268	SW846 8082A	<370000	369000	µg/Kg	07/20/15	BRW
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. PPM = mg/kg | PPB = µg/kg. The test results reported relate only to the samples submitted.

Analysis Report

Schneider Laboratories Global, Inc

2512 W. Cary Street • Richmond, Virginia • 23220-5117
804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475

Customer: Watts Architecture & Engineering (4637)
Address: 95 Perry Street Suite 300
Buffalo, NY 14203

Attn:

Project: Buffalo & Erie County Library
Location: Buffalo, NY
Number: 12152

Order #: 135879

Matrix Bulk
Received 07/16/15
Reported 07/20/15

PO Number:

Sample ID / Parameter	Cust. Sample ID / Method	Result	RL*	Units	Analysis Date	Analyst
135879-07/20/15 04:04 PM						

Reviewed By: **Thoria Nadiem**
Organics Analyst

Certifications

Paramater	Method	Matrix	CT	NY	VA
Aroclor - 1016	SW846 8082A	Bulk	X	X	X
Aroclor - 1221	SW846 8082A	Bulk	X	X	X
Aroclor - 1232	SW846 8082A	Bulk	X	X	X
Aroclor - 1242	SW846 8082A	Bulk	X	X	X
Aroclor - 1248	SW846 8082A	Bulk	X	X	X
Aroclor - 1254	SW846 8082A	Bulk	X	X	X
Aroclor - 1260	SW846 8082A	Bulk	X	X	X
Aroclor - 1262	SW846 8082A	Bulk	X	X	X
Aroclor - 1268	SW846 8082A	Bulk	X	X	X

Key

State	Regulatory Agency - Lab ID	Certificate Number
CT	CT DPH	PH-0118
NY	NYELAP-11413	52362
VA	Virginia DCLS/DEQ - 460135	7939

'X' indicates that the analyte is accredited.

If your state is not listed above, call laboratory for accreditation/certification information.

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. PPM = mg/kg | PPB = µg/kg. The test results reported relate only to the samples submitted.

135879

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SCHNEIDER LABORATORIES GLOBAL, INC.

2512 West Cary Street, Richmond, Virginia 23220-5117
804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475
www.slabinc.com e-mail: info@slabinc.com

Submitting Co.	Watts Architecture and Engineering	Lab WO#		Phone	(716) 206-5157
95 Perry Street, Buffalo, NY 14203		Acct #		Fax \ Email	jgrady@watts-ae.com
		**State of Collection	NY	**Cert. Required	☒ Yes ☐ No

Project Name:	Buffalo and Erie County Library
Project Location:	Buffalo, NY
Project Number:	12152
Purchase Order #	
TAT Requested	(Business Day)☐ 1 ☐ 2 ☐ 3☐ 4☒ 5 ☐ 10 ☐ Other: _____

Special Instructions [include requests for special reporting or data packages]

Bulk Samples of Caulk for PCB analysis

Sample #	**Date Sampled	**Time Sampled	# Containers	Chlorine (Cl)	Temp *	pH	Matrix: Drinking Water	Waste Water	Ground Water	Soil / Sludge	Wipe	Oil or Air	Bulk	Analysis Request: BTEX ☐ MTBE ☐ Naphthalene ☐	Purgeable Aromatics 8021 ☐	Petrol Hydrocarbons CC 8015M Diesel ☐ 8015M Gas ☐	TPH 418.1 ☐	Corrosivity ☐ Reactivity ☐ Flashpoint, Closed Cup ☐	Volatile Organics 624 ☐ 8260 ☐	Semivolatile Organics 625 ☐ 8270 ☐	PAHs 610 ☐ 8270 ☐ 8310 By HPLC ☐	TCLP Semi-Vols ☐ BNAs ☐ Pest ☐ Herb ☐ VOAs ☐ Full ☐	Pesticides 608 ☐ 8081 ☐ Herbicides 8151 ☐ PCB's 8082 ☒	Other
12152-PCB-01 (Granite Caulk)			1										X											X	
12152-PCB-02 (Marble Caulk)			1										X											X	

Sampled by

NAME Jerry Grady

SIGNATURE Jerry Grady

DATE/TIME 7/15/15 10:00

Relinquished to lab by

NAME Jerry Grady

SIGNATURE _____

DATE/TIME _____

7-16-15

Preserved ☐ Yes ☐ No ☐ Ambient temp ☐ Ice ☐ R ☐ S ☐ X

☐ Receive a physical copy of report.

Sample Disposal
If samples over red. weight (Refer to Fee Schedule)
☐ Return to Sender (Shipping fees)
☒ Disposal by lab ($50 fee)

Shipping Methods
☒ FX ☐ UPS ☐ USM
☐ HD ☐ DB
WB: 5409

* Temperature taken with IR Gun A. **Required.

Chain-of-Custody documentation continued internally within lab. Terms and conditions page 2.

EMSL Analytical, Inc.
490 Rowley Road, Depew, NY 14043
Phone/Fax: (716) 651-0030 / (716) 651-0394
http://www.EMSL.com buffalolab@emsl.com

EMSL Order: 141604158
CustomerID: WATT50
CustomerPO:
ProjectID:

Attn: **Edward Jones**
Watts Architecture & Engineering
95 Perry Street
Suite 300
Buffalo, NY 14203

Phone: (716) 206-5100
Fax: (716) 206-5199
Received: 10/10/16 5:29 PM
Analysis Date: 10/13/2016
Collected: 10/10/2016

Project: **1214724 / Buffalo & Erie County Library Main Branch Flagpole Base Stonework: 1 Lafayette Square, Buffalo, NY**

Test Report:Asbestos Analysis of Bulk Material

Test	Analyzed Date	Color	Non Asbestos Fibrous	Non Asbestos Non-Fibrous	Asbestos
Sample ID 1214724-01 *141604158-0001*		**Description** soft black caulk, between granite panels **Homogeneity** Homogeneous			
PLM NYS 198.1 Friable					**Not Analyzed**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB	10/12/2016	Black			**Inconclusive: None Detected**
TEM NYS 198.4 NOB	10/13/2016	Black			**None Detected**
Sample ID 1214724-02 *141604158-0002*		**Description** soft black caulk, between granite panels **Homogeneity** Homogeneous			
PLM NYS 198.1 Friable					**Not Analyzed**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB	10/12/2016	Black			**Inconclusive: None Detected**
TEM NYS 198.4 NOB	10/13/2016	Black			**None Detected**
Sample ID 1214724-03 *141604158-0003*		**Description** gray caulk at bottom of joint between granite panels, bottom layer **Homogeneity** Homogeneous			
PLM NYS 198.1 Friable					**Not Analyzed**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB	10/12/2016	Gray			**Inconclusive: None Detected**
TEM NYS 198.4 NOB	10/13/2016	Gray			**None Detected**
Sample ID 1214724-04 *141604158-0004*		**Description** gray caulk at bottom of joint between granite panels, bottom layer **Homogeneity** Homogeneous			
PLM NYS 198.1 Friable					**Not Analyzed**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB	10/12/2016	Gray			**Inconclusive: None Detected**
TEM NYS 198.4 NOB	10/13/2016	Gray			**None Detected**
Sample ID 1214724-05 *141604158-0005*		**Description** light gray caulk in joint between granite panels, below black & on gray caulks **Homogeneity** Homogeneous			
PLM NYS 198.1 Friable					**Not Analyzed**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB	10/12/2016	Gray			**Inconclusive: None Detected**
TEM NYS 198.4 NOB	10/13/2016	Gray			**None Detected**

Initial Report From 10/13/2016 12:38:23

EMSL Analytical, Inc.
490 Rowley Road, Depew, NY 14043
Phone/Fax: (716) 651-0030 / (716) 651-0394
http://www.EMSL.com buffalolab@emsl.com

EMSL Order: 141604158
CustomerID: WATT50
CustomerPO:
ProjectID:

Test Report:Asbestos Analysis of Bulk Material

Test		Color	Non Asbestos Fibrous	Non-Fibrous	Asbestos
Sample ID 1214724-06 *141604158-0006*		**Description** light gray caulk in joint between granite panels, below black & on gray caulks **Homogeneity** Homogeneous			
PLM NYS 198.1 Friable					**Not Analyzed**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB	10/12/2016	Gray			**Inconclusive: None Detected**
TEM NYS 198.4 NOB	10/13/2016	Gray			**None Detected**
Sample ID 1214724-07 *141604158-0007*		**Description** soft gray caulk, bottom side of granite panel **Homogeneity** Homogeneous			
PLM NYS 198.1 Friable					**Not Analyzed**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB	10/12/2016	Brown/Gray			**Inconclusive: None Detected**
TEM NYS 198.4 NOB	10/13/2016	Brown/Gray			**None Detected**
Sample ID 1214724-08 *141604158-0008*		**Description** soft gray caulk, bottom side of granite panel **Homogeneity** Homogeneous			
PLM NYS 198.1 Friable					**Not Analyzed**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB	10/12/2016	Brown/Gray			**Inconclusive: None Detected**
TEM NYS 198.4 NOB	10/13/2016	Brown/Gray			**None Detected**
Sample ID 1214724-09 *141604158-0009*		**Description** mortar behind granite panel **Homogeneity** Homogeneous			
PLM NYS 198.1 Friable	10/12/2016	Gray		100.00% Non-fibrous (other)	**None Detected**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**
Sample ID 1214724-10 *141604158-0010*		**Description** mortar behind granite panel **Homogeneity** Homogeneous			
PLM NYS 198.1 Friable	10/12/2016	Gray		100.00% Non-fibrous (other)	**None Detected**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**

Initial Report From 10/13/2016 12:38:23

EMSL Analytical, Inc.
490 Rowley Road, Depew, NY 14043
Phone/Fax: (716) 651-0030 / (716) 651-0394
http://www.EMSL.com buffalolab@emsl.com

EMSL Order:	141604158
CustomerID:	WATT50
CustomerPO:	
ProjectID:	

Test Report:Asbestos Analysis of Bulk Material

Test	Color	Non Asbestos Fibrous	Non Asbestos Non-Fibrous	Asbestos

Analyst(s)
Mark Tate
Shauna Strnad
Tom Hanes



Rhonda McGee, Laboratory Manager
or other approved signatory

NOB = Non Friable Organically Bound N/A = Not Applicable VCM = Vermiculite Containing Material

-In New York State, TEM is currently the only method that can be used to determine if NOB materials can be considered or treated as non-asbestos containing.
All samples examined for the presence of vermiculite when analyzed via NYS 198.1.
-NYS Guidelines for Vermiculite containing samples are available at http://www.wadsworth.org/labcert/elapcert/forms/VermiculiteInterimGuidance_Rev070913.pdf
EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported above and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. Samples were received in good condition unless otherwise noted.
This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the federal government. This report may contain data that is not covered by the NVLAP accreditation.

Samples analyzed by EMSL Analytical, Inc. Depew, NY NYS ELAP 11606

Initial Report From 10/13/2016 12:38:23

WATTS ARCHITECTURE & ENGINEERING
ASBESTOS BULK SAMPLE CHAIN-OF-CUSTODY

14160 4158

Client: Erie County DPW
Project: Buffalo & Erie County Library Main Branch Flagpole Base Stonework
Building / Location: 1 Lafayette Square Buffalo, NY
Contact: Edward J. Jones **at (716) 206-5155**
Preliminary Results to: cjones@watts-ae.com
Mail Report & Invoice to: **Watts Architecture & Engineering**
95 Perry Street, Buffalo, NY 14203

Date: Monday 10/10/2016
Watts Project No.: 1214724

Turnaround Requested:

	3 Hr.		48 Hr.
	6 Hr.	X	72 Hr.
	12 Hr.		4 Day
	24 Hr.		5 Day
			7 Day

Analysis Requested:

198.1 x 198.6 x 198.4 x

Sample Number	[redacted]		[redacted]		
1214724-01	Soft black caulk, between granite panels	1	Joint on top of stonework at base of flagpole, Broadway & Washington St. plaza		
1214724-02	Soft black caulk, between granite panels	1	Joint on top of stonework at base of flagpole, Broadway & Washington St. plaza		
1214724-03	Gray caulk at bottom of joint between granite panels, bottom layer	2	Joint on top of stonework at base of flagpole, Broadway & Washington St. plaza		
1214724-04	Gray caulk at bottom of joint between granite panels, bottom layer	2	Joint on top of stonework at base of flagpole, Broadway & Washington St. plaza		
1214724-05	Light gray caulk in joint between granite panel, below black & on top gray caulks	3	Joint on top of stonework at base of flagpole, Broadway & Washington St. plaza		
1214724-06	Light gray caulk in joint between granite panel, below black & on top gray caulks	3	Joint on top of stonework at base of flagpole, Broadway & Washington St. plaza		
1214724-07	Soft gray caulk, bottom side of granite panel	4	Behind damaged granite panel, base of flagpole, Broadway & Washington St. Plaza		
1214724-08	Soft gray caulk, bottom side of granite panel	4	Behind damaged granite panel, base of flagpole, Broadway & Washington St. Plaza		
1214724-09	Mortar behind granite panel	5	Behind damaged granite panel, base of flagpole, Broadway & Washington St. Plaza		
1214724-10	Mortar behind granite panel	5	Behind damaged granite panel, base of flagpole, Broadway & Washington St. Plaza		

Sampled By: Edward Jones **Date:** 10/10/16 **Received By:** M. Skillman Courier **Date:** 10/10/16 5:29 PM

Relinquished By: Edward Jones **Date:** 10/10/16 14:30 **Received By:** _____ **Date:** _____

Comments: If PLM NOB is negative, analyze by TEM. Stop at first positive for each homogeneous material description group.
If Vermiculite is detected , cease analysis and contact the Watts Project Manager for further instructions.

Page 1 Of 1

OrderID: 141604158

Analysis Report

Schneider Laboratories Global, Inc

2512 W. Cary Street • Richmond, Virginia • 23220-5117
804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475

Customer: Watts Architecture & Engineering (4637)
Address: 95 Perry Street Suite 300
Buffalo, NY 14203

Attn:

Project: Buffalo Library Main Branch
Location: 1 Lafayette Square, Buffalo
Number: 1214724

Order #: 187864

Matrix Bulk
Received 10/11/16
Reported 10/18/16

PO Number: 7628

Sample ID / Parameter	Cust. Sample ID	Location / Method	Result	RL*	Units	Analysis Date	Analyst
187864-001	1214724-P01	Bottom Layer					
Semi-volatile Organic Compounds							
Aroclor - 1016		SW846 8082A	**<403**	402	µg/Kg	10/18/16	BRW
Aroclor - 1221		SW846 8082A	**<403**	402	µg/Kg	10/18/16	BRW
Aroclor - 1232		SW846 8082A	**<403**	402	µg/Kg	10/18/16	BRW
Aroclor - 1242		SW846 8082A	**<403**	402	µg/Kg	10/18/16	BRW
Aroclor - 1248		SW846 8082A	**<403**	402	µg/Kg	10/18/16	BRW
Aroclor - 1254		SW846 8082A	**<403**	402	µg/Kg	10/18/16	BRW
Aroclor - 1260		SW846 8082A	**<403**	402	µg/Kg	10/18/16	BRW
Aroclor - 1262		SW846 8082A	**<403**	402	µg/Kg	10/18/16	BRW
Aroclor - 1268		SW846 8082A	**<403**	402	µg/Kg	10/18/16	BRW
PCB - Surrogate Recoveries							
DCB		MI					
TCMX		41%					
187864-002	1214724-P02	Middle Layer					
Semi-volatile Organic Compounds							
Aroclor - 1016		SW846 8082A	**<425**	424	µg/Kg	10/18/16	BRW
Aroclor - 1221		SW846 8082A	**<425**	424	µg/Kg	10/18/16	BRW
Aroclor - 1232		SW846 8082A	**<425**	424	µg/Kg	10/18/16	BRW
Aroclor - 1242		SW846 8082A	**<425**	424	µg/Kg	10/18/16	BRW
Aroclor - 1248		SW846 8082A	**<425**	424	µg/Kg	10/18/16	BRW
Aroclor - 1254		SW846 8082A	**<425**	424	µg/Kg	10/18/16	BRW
Aroclor - 1260		SW846 8082A	**<425**	424	µg/Kg	10/18/16	BRW
Aroclor - 1262		SW846 8082A	**<425**	424	µg/Kg	10/18/16	BRW
Aroclor - 1268		SW846 8082A	**<425**	424	µg/Kg	10/18/16	BRW
PCB - Surrogate Recoveries							
DCB		129%					
TCMX		81%					

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.

Analysis Report

Schneider Laboratories Global, Inc

2512 W. Cary Street • Richmond, Virginia • 23220-5117
804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475

Customer: Watts Architecture & Engineering (4637)
Address: 95 Perry Street Suite 300
Buffalo, NY 14203

Attn:

Project: Buffalo Library Main Branch
Location: 1 Lafayette Square, Buffalo
Number: 1214724

Order #: 187864

Matrix Bulk
Received 10/11/16
Reported 10/18/16

PO Number: 7628

Sample ID / Parameter	Cust. Sample ID / Method	Result	RL*	Units	Analysis Date	Analyst
187864-003	1214724-P03 Bottomside					
Semi-volatile Organic Compounds						
Aroclor - 1016	SW846 8082A	**<441**	440	µg/Kg	10/18/16	BRW
Aroclor - 1221	SW846 8082A	**<441**	440	µg/Kg	10/18/16	BRW
Aroclor - 1232	SW846 8082A	**<441**	440	µg/Kg	10/18/16	BRW
Aroclor - 1242	SW846 8082A	**<441**	440	µg/Kg	10/18/16	BRW
Aroclor - 1248	SW846 8082A	**<441**	440	µg/Kg	10/18/16	BRW
Aroclor - 1254	SW846 8082A	**<441**	440	µg/Kg	10/18/16	BRW
Aroclor - 1260	SW846 8082A	**<441**	440	µg/Kg	10/18/16	BRW
Aroclor - 1262	SW846 8082A	**<441**	440	µg/Kg	10/18/16	BRW
Aroclor - 1268	SW846 8082A	**<441**	440	µg/Kg	10/18/16	BRW
PCB - Surrogate Recoveries						
DCB	105%					
TCMX	126%					

187864-10/18/16 01:05 PM



Reviewed By: **Thoria Nadiem**
Organics Analyst

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.

Analysis Report

Schneider Laboratories Global, Inc

2512 W. Cary Street • Richmond, Virginia • 23220-5117
804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475

Customer: Watts Architecture & Engineering (4637)
Address: 95 Perry Street Suite 300
Buffalo, NY 14203

Attn:

Project: Buffalo Library Main Branch
Location: 1 Lafayette Square, Buffalo
Number: 1214724

Order #: 187864

Matrix	Bulk
Received	10/11/16
Reported	10/18/16
PO Number:	7628

Sample ID / Parameter	Cust. Sample ID / Method	Location	Result	RL*	Units	Analysis Date	Analyst

Certifications

Parameter	Method	Matrix	CA	CT	NY	RI	VA
Aroclor - 1016	SW846 8082A	Bulk	X	X	X	X	X
Aroclor - 1221	SW846 8082A	Bulk	X	X	X	X	X
Aroclor - 1232	SW846 8082A	Bulk	X	X	X	X	X
Aroclor - 1242	SW846 8082A	Bulk	X	X	X	X	X
Aroclor - 1248	SW846 8082A	Bulk	X	X	X	X	X
Aroclor - 1254	SW846 8082A	Bulk	X	X	X	X	X
Aroclor - 1260	SW846 8082A	Bulk	X	X	X	X	X
Aroclor - 1262	SW846 8082A	Bulk	X	X	X	X	X
Aroclor - 1268	SW846 8082A	Bulk	X	X	X	X	X

Key

State	Regulatory Agency - Lab ID	Certificate Number
CA	CA ELAP	2078
CT	CT DPH	PH-0118
NY	NYELAP-11413	54668
RI	RIDOH	LAO00084
VA	Virginia DCLS/DEQ - 460135	8615

'X' indicates that the analyte is accredited.

If your state is not listed above, call laboratory for accreditation/certification information.

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.

187864 R 3

V:\187\187864

fghraizi 10/11/2016 9:5 :00 AM

UPS 1Z2E2899846 9455689

SCHNEIDER LABORATORIES GLOBAL, INC.

2512 West Cary Street, Richmond, Virginia 23220-5117
804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475
www.slabinc.com e-mail: info@slabinc.com

Submitting Co.	Watts Architecture and Engineering	Lab WO#		Phone	(716) 206-5100
95 Perry Street, Suite 300		Acct #	4637	Fax	(716) 206-5199
Buffalo, NY 14203		State of Collection	NY	E-Mail	ejones@watts-ae.com

Project Name:	Buffalo Library Main Branch Flagpole Base Stonework
Project Location:	1 Lafayette Square, Buffalo, NY
Project Number:	1214724
Purchase Order #	1214724
TAT Requested	(Business Day) ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☒ 5 ☐ 10 ☐ Other: _____

Special Instructions [include requests for special reporting or data packages]

5 Day TAT

Minimum detection of 50 PPM requried

e-mail results to: ejones@watts-ae.com and to koconnor@watts-ae.com

Analysis Request — Other

BTEX 602 ☐ MTBE ☐ Naphthalene ☐ | Purgeable Aromatics 8021 ☐ | Petrol Hydrocarbons GC 8015M Diesel ☐ 8015M Gas ☐ | TPH 418.1 ☐ | Corrosivity ☐ Reactivity ☐ Flashpoint, Closed Cup ☐ | Volatile Organics 624 ☐ 8260 ☐ | Semivolatile Organics 625 ☐ 8270 ☐ | PAHs 610 ☐ 8270 ☐ 8310 By HPLC ☐ | TCLP Semi-Vols ☐ BNAs ☐ Pest ☐ Herb ☐ VOAs ☐ Full ☐ | Pesticides 608 ☐ 8081 ☐ Herbicides 8151 ☐ PCB's 8082 ☒

Sample #	Date Sampled	Time Sampled	# Containers	Composite	Grab	Matrix: Drinking Water	Waste Water	Ground Water	Soil / Sludge	Air	Wipe	Oil	Solid
P01 1214724-P01 Gray Caulk, Bottom Layer, In Joint Between Granite panels Flagpole Foundation	10/10/16	10:30	1		X								X
P02 1214724-P02 Light Gray caulk, Middle Layer, Between Black & gray caulks, In Joint Between Granite panels, Flagpole Foundation	10/10/16	10:45	1		X								X
P03 1214724-P03 Soft Gray caulk, Bottomside of Granite panels, at Damaged Area Flagpole Foundation	10/10/16	10:55	1		X								X

Sampled by
NAME Edward J. Jones
SIGNATURE Edward J Jones
DATE/TIME 10/10/16

Relinquished to lab by
NAME Edward J. Jones
SIGNATURE Edward J Jones
DATE/TIME 10/10/16 14:30

Preserved ☒ Yes ☐ No ☐ Ambient temp ☐ Ice °C pH Cl ☐R ☐S ☐X

☐ Receive a physical copy of report.

Sample Disposal
If samples over red. weight (Refer to Fee Schedule)
☐ Return to Sender (Shipping fees)
☒ Disposal by lab ($50 fee)

Shipping Methods
☐ FX ☒ UPS ☐ USM ☐ HD ☐ DB
WB: _____

Chain-of-Custody documentation continued internally within lab. Terms and conditions page 2.

EMSL Analytical, Inc.
490 Rowley Road, Depew, NY 14043
Phone/Fax: (716) 651-0030 / (716) 651-0394
http://www.EMSL.com buffalolab@emsl.com

EMSL Order: 141603172
CustomerID: WATT50
CustomerPO:
ProjectID:

Attn: **Kevin O'Connor**
Watts Architecture & Engineering
95 Perry Street
Suite 300
Buffalo, NY 14203

Phone: (716) 206-5100
Fax: (716) 206-5199
Received: 08/16/16 4:34 PM
Analysis Date: 8/18/2016
Collected: 8/16/2016

Project: **15150 / Boiler at 127 Fillmore Ave. Lake Avenue, Lackawanna, NY**

Test Report:Asbestos Analysis of Bulk Material

Test	Analyzed Date	Color	Non Asbestos Fibrous	Non Asbestos Non-Fibrous	Asbestos
Sample ID 15150 Boiler-01 *141603172-0001*		**Description** block type insulation **Homogeneity** Homogeneous			
PLM NYS 198.1 Friable	8/18/2016	White	80.00% Glass	20.00% Non-fibrous (other)	**None Detected**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**
Sample ID 15150 Boiler-02 *141603172-0002*		**Description** block type insulation **Homogeneity** Homogeneous			
PLM NYS 198.1 Friable	8/18/2016	White	80.00% Glass	20.00% Non-fibrous (other)	**None Detected**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**
Sample ID 15150 Boiler-03 *141603172-0003*		**Description** block type insulation **Homogeneity** Homogeneous			
PLM NYS 198.1 Friable	8/18/2016	White	80.00% Glass	20.00% Non-fibrous (other)	**None Detected**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**
Sample ID 15150 Boiler-04 *141603172-0004*		**Description** refractory 1 **Homogeneity** Homogeneous			
PLM NYS 198.1 Friable	8/18/2016	White	80.00% Glass	20.00% Non-fibrous (other)	**None Detected**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**
Sample ID 15150 Boiler-05 *141603172-0005*		**Description** refractory 1 **Homogeneity** Homogeneous			
PLM NYS 198.1 Friable	8/18/2016	White	85.00% Glass	15.00% Non-fibrous (other)	**None Detected**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**

Initial Report From 08/18/2016 17:04:48

EMSL Analytical, Inc.
490 Rowley Road, Depew, NY 14043
Phone/Fax: (716) 651-0030 / (716) 651-0394
http://www.EMSL.com buffalolab@emsl.com

EMSL Order:	141603172
CustomerID:	WATT50
CustomerPO:	
ProjectID:	

Test Report:Asbestos Analysis of Bulk Material

Test		Color	Non Asbestos Fibrous	Non-Fibrous	Asbestos
Sample ID 15150 Boiler-06 *141603172-0006*		**Description** refractory 2 **Homogeneity** Homogeneous			
PLM NYS 198.1 Friable	8/18/2016	Pink	1.00% Glass	99.00% Non-fibrous (other)	**None Detected**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**
Sample ID 15150 Boiler-07 *141603172-0007*		**Description** refractory 2 **Homogeneity** Homogeneous			
PLM NYS 198.1 Friable	8/18/2016	Pink	1.00% Glass	99.00% Non-fibrous (other)	**None Detected**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**
Sample ID 15150 Boiler-08 *141603172-0008*		**Description** refractory 3 **Homogeneity** Homogeneous			
PLM NYS 198.1 Friable	8/18/2016	Tan		90.00% Non-fibrous (other) 10.00% Vermiculite	**None Detected**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**
Sample ID 15150 Boiler-09 *141603172-0009*		**Description** refractory 3 **Homogeneity** Homogeneous			
PLM NYS 198.1 Friable	8/18/2016	Tan		91.50% Non-fibrous (other) 8.50% Vermiculite	**None Detected**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**
Sample ID 15150 Boiler-10 *141603172-0010*		**Description** refractory 4 **Homogeneity** Homogeneous			
PLM NYS 198.1 Friable	8/18/2016	Tan		92.60% Non-fibrous (other) 7.40% Vermiculite	**None Detected**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**
Sample ID 15150 Boiler-11 *141603172-0011*		**Description** refractory 4 **Homogeneity** Homogeneous			
PLM NYS 198.1 Friable	8/18/2016	Tan		91.30% Non-fibrous (other) 8.70% Vermiculite	**None Detected**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**

Initial Report From 08/18/2016 17:04:48

EMSL Analytical, Inc.
490 Rowley Road, Depew, NY 14043
Phone/Fax: (716) 651-0030 / (716) 651-0394
http://www.EMSL.com buffalolab@emsl.com

EMSL Order:	141603172
CustomerID:	WATT50
CustomerPO:	
ProjectID:	

Test Report:Asbestos Analysis of Bulk Material

Test	Color	Non Asbestos Fibrous	Non Asbestos Non-Fibrous	Asbestos

Analyst(s)
Shauna Strnad

Rhonda McGee, Laboratory Manager
or other approved signatory

NOB = Non Friable Organically Bound N/A = Not Applicable VCM = Vermiculite Containing Material

-In New York State, TEM is currently the only method that can be used to determine if NOB materials can be considered or treated as non-asbestos containing.
All samples examined for the presence of vermiculite when analyzed via NYS 198.1.
-NYS Guidelines for Vermiculite containing samples are available at http://www.wadsworth.org/labcert/elapcert/forms/VermiculiteInterimGuidance_Rev070913.pdf
EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported above and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. Samples were received in good condition unless otherwise noted.
This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the federal government. This report may contain data that is not covered by the NVLAP accreditation.

Samples analyzed by EMSL Analytical, Inc. Depew, NY NYS ELAP 11606

Initial Report From 08/18/2016 17:04:48

Analysis Report

Schneider Laboratories Global, Inc

2512 W. Cary Street • Richmond, Virginia • 23220-5117
804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475

Customer: Watts Architecture & Engineering (4637)
Address: 95 Perry Street Suite 300
Buffalo, NY 14203

Attn:

Project: Buffalo & Erie County Main Lib
Location: 1 Lafayette Square, Buffalo NY
Number: 1214720

Order #: 178748

Matrix Bulk
Received 07/28/16
Reported 08/04/16

PO Number:

Sample ID / Parameter	Cust. Sample ID	Location / Method	Result	RL*	Units	Analysis Date	Analyst
178748-001	1214720-PCB-01	Planter Cap Stone Top					
Semi-volatile Organic Compounds							
Aroclor - 1016		SW846 8082A	<19000	18900	µg/Kg	08/03/16	BRW
Aroclor - 1221		SW846 8082A	<19000	18900	µg/Kg	08/03/16	BRW
Aroclor - 1232		SW846 8082A	<19000	18900	µg/Kg	08/03/16	BRW
Aroclor - 1242		SW846 8082A	<19000	18900	µg/Kg	08/03/16	BRW
Aroclor - 1248		SW846 8082A	<19000	18900	µg/Kg	08/03/16	BRW
Aroclor - 1254		SW846 8082A	114000	18900	µg/Kg	08/03/16	BRW
Aroclor - 1260		SW846 8082A	<19000	18900	µg/Kg	08/03/16	BRW
Aroclor - 1262		SW846 8082A	<19000	18900	µg/Kg	08/03/16	BRW
Aroclor - 1268		SW846 8082A	<19000	18900	µg/Kg	08/03/16	BRW
PCB - Surrogate Recoveries							
DCB		D					
TCMX		D					
178748-002	1214720-PCB-02	Planter Cap Stone at Wall					
Semi-volatile Organic Compounds							
Aroclor - 1016		SW846 8082A	**<466**	465	µg/Kg	08/03/16	BRW
Aroclor - 1221		SW846 8082A	**<466**	465	µg/Kg	08/03/16	BRW
Aroclor - 1232		SW846 8082A	**<466**	465	µg/Kg	08/03/16	BRW
Aroclor - 1242		SW846 8082A	**<466**	465	µg/Kg	08/03/16	BRW
Aroclor - 1248		SW846 8082A	**<466**	465	µg/Kg	08/03/16	BRW
Aroclor - 1254		SW846 8082A	**15500**	465	µg/Kg	08/03/16	BRW
Aroclor - 1260		SW846 8082A	**<466**	465	µg/Kg	08/03/16	BRW
Aroclor - 1262		SW846 8082A	**<466**	465	µg/Kg	08/03/16	BRW
Aroclor - 1268		SW846 8082A	**<466**	465	µg/Kg	08/03/16	BRW
PCB - Surrogate Recoveries							
DCB		MI					
TCMX		MI					

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.

Analysis Report

Schneider Laboratories Global, Inc

2512 W. Cary Street • Richmond, Virginia • 23220-5117
804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475

Customer: Watts Architecture & Engineering (4637)
Address: 95 Perry Street Suite 300
Buffalo, NY 14203

Attn:

Project: Buffalo & Erie County Main Lib
Location: 1 Lafayette Square, Buffalo NY
Number: 1214720

Order #: 178748

Matrix Bulk
Received 07/28/16
Reported 08/04/16

PO Number:

Sample ID / Parameter	Cust. Sample ID / Method	Location	Result	RL*	Units	Analysis Date	Analyst
178748-08/04/16 05:26 PM							

Reviewed By: **Thoria Nadiem**
Organics Analyst

Certifications

Parameter	Method	Matrix	CT	NY	RI	VA
Aroclor - 1016	SW846 8082A	Bulk	X	X	X	X
Aroclor - 1221	SW846 8082A	Bulk	X	X	X	X
Aroclor - 1232	SW846 8082A	Bulk	X	X	X	X
Aroclor - 1242	SW846 8082A	Bulk	X	X	X	X
Aroclor - 1248	SW846 8082A	Bulk	X	X	X	X
Aroclor - 1254	SW846 8082A	Bulk	X	X	X	X
Aroclor - 1260	SW846 8082A	Bulk	X	X	X	X
Aroclor - 1262	SW846 8082A	Bulk	X	X	X	X
Aroclor - 1268	SW846 8082A	Bulk	X	X	X	X

Key

State	Regulatory Agency - Lab ID	Certificate Number
CT	CT DPH	PH-0118
NY	NYELAP-11413	54668
RI	RIDOH	LAO00084
VA	Virginia DCLS/DEQ - 460135	8259

'X' indicates that the analyte is accredited.

If your state is not listed above, call laboratory for accreditation/certification information.

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.

WATTS ARCHITECTURE & ENGINEERING
PCB BULK SAMPLE CHAIN-OF-CUSTODY

Client: Erie County DPW
Date: 7/27/2016
Project: Buffalo & Erie County Main Library/Planter Cap Stones
Watts Project No.: 1214720
Building / Location: 1 Lafayette Square, Buffalo, NY
Contact: Mark Morris at 716-206-5100
Email Preliminary Results to: mmorris@watts-ae.com
Mail Report & Invoice to: Watts Architecture & Engineering
95 Perry Street, Suite 300, Buffalo, NY 14203

Turnaround Requested:
Analysis Requested:
9 Aroclors: X

X 5 day
3 day
2 day
1 day

Sample Number	Material Description	Sample Location	Laboratory Results	
1214720-PCB-01	Black Caulk	Planter Cap Stone Top Seam		
1214720-PCB-02	Black Caulk at wall	Planter cap stone at wall		



Sampled By: Mark Morris / M. Morris Date: 27 Jul 2016 Received By: THORA TOD Date: 7/28/16 9:17
Relinquished By: M. Morris Date: 27 Jul 2016 Received By: Date:
Comments:

C:\Users\SMarmion\Desktop\PCB BulkForm (Watts)
7/27/2016

Thank You

2990 (R)

AmeriSci Richmond
13635 GENITO ROAD
MIDLOTHIAN, VIRGINIA 23112
TEL: (804) 763-1200 • FAX: (804) 763-0493

PLM Bulk Asbestos Report

Watts Architecture & Engineers
Attn: Ted Gorenflo
95 Perry Street
Suite 300
Buffalo, NY 14203

Date Received 9/10/2025 **AmeriSci Job #** 125091422
Date Examined 09/15/25 **P.O. #**
ELAP # 10984 **Page** 1 **of** 3
RE: 20250527; Buffalo Central Library Sealants Testing; 1 Lafayette Sq, Buffalo, NY 14203

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos	Notes
250527-01 1	125091422-01	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Eric H. Ahles on 09/15/25	*1*
Location: Exterior Caulk (White) From White Marble Panels; West Building - South Of Main Entry Doors **Analyst Description:** White, Heterogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-Asbestos 63%				
250527-02 1	125091422-02	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Eric H. Ahles on 09/15/25	*1*
Location: Exterior Caulk (White) From White Marble Panels; West Building - South Elevation By Auditorium Entrance **Analyst Description:** White, Heterogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-Asbestos 33%				
250527-03 2	125091422-03	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Eric H. Ahles on 09/15/25	*1*
Location: Exterior Caulk (Black) From Red Granite Panels; West Building - Main Entrance Exterior Foyer Area - Ledge **Analyst Description:** Black, Heterogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-Asbestos 14%				
250527-04 2	125091422-04	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Eric H. Ahles on 09/15/25	*1*
Location: Exterior Caulk (Black) From Red Granite Panels; West Building - South Elevation By Auditorium Entrance **Analyst Description:** Black, Heterogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-Asbestos 46%				
250527-05 3	125091422-05	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Eric H. Ahles on 09/15/25	*1*
Location: Exterior Caulk (Black) From Black Granite Panels; West Building - South Elevation By Auditorium Entrance **Analyst Description:** Black, Heterogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-Asbestos 32%				

See Reporting notes on last page

PLM Bulk Asbestos Report

20250527; Buffalo Central Library Sealants Testing; 1 Lafayette Sq, Buffalo, NY 14203

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos	Notes
250527-06 3	125091422-06	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Eric H. Ahles on 09/15/25	*1*
Location: Exterior Caulk (Black) From Black Granite Panels; West Building - West Elevation Below Window **Analyst Description:** Black, Heterogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-Asbestos 23%				
250527-07 4	125091422-07	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Eric H. Ahles on 09/15/25	*1*
Location: Exterior Caulk (White) From White Marble Panels; East Building - South Elevation **Analyst Description:** White, Heterogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-Asbestos 27%				
250527-08 4	125091422-08	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Eric H. Ahles on 09/15/25	*1*
Location: Exterior Caulk (White) From White Marble Panels; East Building - North Elevation **Analyst Description:** White, Heterogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-Asbestos 26%				
250527-09 5	125091422-09	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Eric H. Ahles on 09/15/25	*1*
Location: Exterior Caulk (Black) From Red Granite Panels; East Building - South Elevation **Analyst Description:** Black, Heterogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-Asbestos 33%				
250527-10 5	125091422-10	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Eric H. Ahles on 09/15/25	*1*
Location: Exterior Caulk (Black) From Red Granite Panels; East Building - East Elevation **Analyst Description:** Black, Heterogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-Asbestos 28%				
250527-11 6	125091422-11	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Eric H. Ahles on 09/15/25	*1*
Location: Exterior Caulk (Black) From Black Granite Panels; East Building - East Elevation Above Receiving Main Door **Analyst Description:** Black, Heterogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-Asbestos 30%				

See Reporting notes on last page

PLM Bulk Asbestos Report

20250527; Buffalo Central Library Sealants Testing; 1 Lafayette Sq, Buffalo, NY 14203

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos	Notes
250527-126	125091422-12	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Eric H. Ahles on 09/15/25	*1*
Location: Exterior Caulk (Black) From Black Granite Panels; East Building - North Elevation **Analyst Description:** Black, Heterogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-Asbestos 57%				
250527-137	125091422-13	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Eric H. Ahles on 09/15/25	*1*
Location: Exterior Caulk (Light Gray, Silver); West Building - West Elevation - Window Frame Left Of Entry Doors **Analyst Description:** Gray, Heterogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-Asbestos 26%				
250527-147	125091422-14	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Eric H. Ahles on 09/15/25	*1*
Location: Exterior Caulk (Light Gray, Silver); West Building - West Elevation North Side - Window Frame **Analyst Description:** Gray, Heterogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-Asbestos 14%				

Reporting Notes:

(1) NAD results by NYS 198.6 are inconclusive and are not considered non-ACM

Analyzed by: Eric H. Ahles
Date: 9/15/2025

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 (Not covered by NVLAP or NY ELAP accreditations); NA = not analyzed; NA/PS = not analyzed / positive stop; PLM Bulk Asbestos Analysis using Meiji, Model MT 6130 microscope, Serial #1410298, 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.

Client Name: Watts Architecture & Engineers

Table I
Summary of Bulk Asbestos Analysis Results by NYS ELAP 198.4

20250527; Buffalo Central Library Sealants Testing; 1 Lafayette Sq, Buffalo, NY 14203

AmeriSci Sample #	Client Sample#	HG Area	NOB Sample Weight (gram)	NOB Heat Sensitive Organic %	NOB Acid Soluble Inorganic %	NOB Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
01	250527-01	1	0.287	27.9	8.8	63.3	NAD	NAD
Location: Exterior Caulk (White) From White Marble Panels; West Building - South Of Main Entry Doors								
02	250527-02	1	0.269	22.3	44.5	33.2	NAD	NAD
Location: Exterior Caulk (White) From White Marble Panels; West Building - South Elevation By Auditorium Entrance								
03	250527-03	2	0.256	29.1	56.6	14.3	NAD	NAD
Location: Exterior Caulk (Black) From Red Granite Panels; West Building - Main Entrance Exterior Foyer Area - Ledge								
04	250527-04	2	0.263	23.3	30.5	46.1	NAD	NAD
Location: Exterior Caulk (Black) From Red Granite Panels; West Building - South Elevation By Auditorium Entrance								
05	250527-05	3	0.220	21.5	45.8	32.7	NAD	NAD
Location: Exterior Caulk (Black) From Black Granite Panels; West Building - South Elevation By Auditorium Entrance								
06	250527-06	3	0.178	22.6	54.0	23.4	NAD	NAD
Location: Exterior Caulk (Black) From Black Granite Panels; West Building - West Elevation Below Window								
07	250527-07	4	0.277	24.3	48.4	27.3	NAD	NAD
Location: Exterior Caulk (White) From White Marble Panels; East Building - South Elevation								
08	250527-08	4	0.356	25.1	48.1	26.8	NAD	NAD
Location: Exterior Caulk (White) From White Marble Panels; East Building - North Elevation								
09	250527-09	5	0.451	26.6	40.0	33.3	NAD	NAD
Location: Exterior Caulk (Black) From Red Granite Panels; East Building - South Elevation								
10	250527-10	5	0.281	25.3	46.4	28.3	NAD	NAD
Location: Exterior Caulk (Black) From Red Granite Panels; East Building - East Elevation								
11	250527-11	6	0.252	20.9	48.7	30.3	NAD	NAD
Location: Exterior Caulk (Black) From Black Granite Panels; East Building - East Elevation Above Receiving Main Door								
12	250527-12	6	0.309	27.4	15.1	57.5	NAD	NAD
Location: Exterior Caulk (Black) From Black Granite Panels; East Building - North Elevation								
13	250527-13	7	0.234	23.0	50.8	26.2	NAD	NAD
Location: Exterior Caulk (Light Gray, Silver); West Building - West Elevation - Window Frame Left Of Entry Doors								
14	250527-14	7	0.323	55.0	30.7	14.3	NAD	NAD
Location: Exterior Caulk (Light Gray, Silver); West Building - West Elevation North Side - Window Frame								

See Reporting notes on last page

Client Name: Watts Architecture & Engineers

Table I
Summary of Bulk Asbestos Analysis Results by NYS ELAP 198.4

20250527; Buffalo Central Library Sealants Testing; 1 Lafayette Sq, Buffalo, NY 14203

AmeriSci Sample #	Client Sample#	HG Area	NOB Sample Weight (gram)	NOB Heat Sensitive Organic %	NOB Acid Soluble Inorganic %	NOB Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM

Analyzed by: Cory M. Parnell

Reviewed by: Cory M. Parnell

Date: 9/16/2025

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). Analysis using Jeol, Model JEM-100CX II microscope, Serial #156147-247. ** 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.

125091422

WATTS ARCHITECTS & ENGINEERS
ASBESTOS BULK SAMPLE CHAIN-OF-CUSTODY

Client: Buffalo & Erie County Public Library
Project: Buffalo Central Library Sealants Testing
Building / Location: 1 Lafayette Sq, Buffalo, NY 14203
Contact: Ted Gorenflo at (716) 392-4556
Preliminary Results to: tgorenflo@watts-ae.com and
Mail Report & Invoice to: Watts Architects & Engineers
95 Perry Street, Buffalo, NY 14203

Date: 9/9/2025
Watts Project No: 20250527

Turnaround Requested:

3 Hr.	48 Hr.
6 Hr.	X 72 Hr.
12 Hr.	4 Day
24 Hr.	5 Day

Analysis Requested:

198.1	X	198.4	X
198.8		198.6	X

Sample Number	Material Description	HA	Sample Location	Laboratory Results	
				PLM	TEM
250527-01	Exterior Caulk (White) from White Marble Panels	1	West Building - South of Main Entry Doors		
250527-02	Exterior Caulk (White) from White Marble Panels	1	West Building - South Elevation by Auditorium Entrance		
250527-03	Exterior Caulk (Black) from Red Granite Panels	2	West Building - Main Entrance Exterior Foyer Area - Ledge		
250527-04	Exterior Caulk (Black) from Red Granite Panels	2	West Building - South Elevation by Auditorium Entrance		
250527-05	Exterior Caulk (Black) from Black Granite Panels	3	West Building - South Elevation by Auditorium Entrance		
250527-06	Exterior Caulk (Black) from Black Granite Panels	3	West Building - West Elevation Below Window		
250527-07	Exterior Caulk (White) from White Marble Panels	4	East Building - South Elevation		
250527-08	Exterior Caulk (White) from White Marble Panels	4	East Building - North Elevation		
250527-09	Exterior Caulk (Black) from Red Granite Panels	5	East Building - South Elevation		
250527-10	Exterior Caulk (Black) from Red Granite Panels	5	East Building - East Elevation		
250527-11	Exterior Caulk (Black) from Black Granite Panels	6	East Building - East Elevation Above Receiving Man Door		
250527-12	Exterior Caulk (Black) from Black Granite Panels	6	East Building - North Elevation		
250527-13	Exterior Caulk (Light Gray, Silver)	7	West Building - West Elevation - Window Frame Left of Entry Doors		
250527-14	Exterior Caulk (Light Gray, Silver)	7	West Building - West Elevation North Side - Window Frame		
			Received		

Sampled By: Ted Gorenflo **Date:** 9/9/2025 **Time:** N/A **Received By:** SEP 10 2025 **Date:**

Relinquished By: Ted Gorenflo **Date:** 9/9/2025 **Time:** 1630 **Received By:** ALC **Date:**

Comments: If PLM NOB is negative, analyze by TEM. Stop at first positive for each homogeneous material description group.
If Vermiculite is detected , cease analysis and contact the Watts Project Manager for further instructions.

Analysis Report

Schneider Laboratories Global, Inc

2512 W. Cary Street • Richmond, Virginia • 23220-5117
804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475

Customer: Watts Architecture & Engineering (4637)
Address: 95 Perry Street Suite 300
Buffalo, NY 14203

Attn:

Project: Buffalo Cntrl Library Sealants
Location: 1 Lafayette Sq Buffalo NY
Number: 20250527

Order #: 646074

Matrix Bulk
Received 09/11/25
Reported 09/16/25

PO Number: 7628

Sample ID / Parameter	Cust. Sample ID	Location / Method	Result	RL*	Units	Analysis Date	Analyst
646074-001	250527-PCB-01	Ext Caulk Wht Marble W					
Semi-volatile Organic Compounds							
Aroclor - 1016		SW846 8082A / 3550C	**<239**	239	µg/kg	09/12/25	AE
Aroclor - 1221		SW846 8082A / 3550C	**<239**	239	µg/kg	09/12/25	AE
Aroclor - 1232		SW846 8082A / 3550C	**<239**	239	µg/kg	09/12/25	AE
Aroclor - 1242		SW846 8082A / 3550C	**<239**	239	µg/kg	09/12/25	AE
Aroclor - 1248		SW846 8082A / 3550C	**<239**	239	µg/kg	09/12/25	AE
Aroclor - 1254		SW846 8082A / 3550C	**2950**	263	µg/kg	09/12/25	AE
Aroclor - 1260		SW846 8082A / 3550C	**<239**	239	µg/kg	09/12/25	AE
Aroclor - 1262		SW846 8082A / 3550C	**<239**	239	µg/kg	09/12/25	AE
Aroclor - 1268		SW846 8082A / 3550C	**<239**	239	µg/kg	09/12/25	AE
646074-002	250527-PCB-02	Ext Caulk Blk Red Granite					
Semi-volatile Organic Compounds							
Aroclor - 1016		SW846 8082A / 3550C	**<47.0**	47.0	µg/kg	09/12/25	AE
Aroclor - 1221		SW846 8082A / 3550C	**<47.0**	47.0	µg/kg	09/12/25	AE
Aroclor - 1232		SW846 8082A / 3550C	**<47.0**	47.0	µg/kg	09/12/25	AE
Aroclor - 1242		SW846 8082A / 3550C	**<47.0**	47.0	µg/kg	09/12/25	AE
Aroclor - 1248		SW846 8082A / 3550C	**<47.0**	47.0	µg/kg	09/12/25	AE
Aroclor - 1254		SW846 8082A / 3550C	**<51.7**	51.7	µg/kg	09/12/25	AE
Aroclor - 1260		SW846 8082A / 3550C	**<47.0**	47.0	µg/kg	09/12/25	AE
Aroclor - 1262		SW846 8082A / 3550C	**<47.0**	47.0	µg/kg	09/12/25	AE
Aroclor - 1268		SW846 8082A / 3550C	**<47.0**	47.0	µg/kg	09/12/25	AE
The sample duplicate and matrix spike failed possibly due to high concentration of aroclor.							
646074-003	250527-PCB-03	Ext Caulk Blk Blk Granite					
Semi-volatile Organic Compounds							
Aroclor - 1016		SW846 8082A / 3550C	**<437**	437	µg/kg	09/12/25	AE
Aroclor - 1221		SW846 8082A / 3550C	**<437**	437	µg/kg	09/12/25	AE
Aroclor - 1232		SW846 8082A / 3550C	**<437**	437	µg/kg	09/12/25	AE

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 apply to the sample as received.

Analysis Report

Schneider Laboratories Global, Inc

2512 W. Cary Street • Richmond, Virginia • 23220-5117
804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475

Customer: Watts Architecture & Engineering (4637)
Address: 95 Perry Street Suite 300
Buffalo, NY 14203

Attn:

Project: Buffalo Cntrl Library Sealants
Location: 1 Lafayette Sq Buffalo NY
Number: 20250527

Order #: 646074

Matrix Bulk
Received 09/11/25
Reported 09/16/25

PO Number: 7628

Sample ID / Parameter	Cust. Sample ID	Location / Method	Result	RL*	Units	Analysis Date	Analyst
646074-003	250527-PCB-03	Ext Caulk Blk Blk Granite					
Aroclor - 1242		SW846 8082A / 3550C	**<437**	437	µg/kg	09/12/25	AE
Aroclor - 1248		SW846 8082A / 3550C	**<437**	437	µg/kg	09/12/25	AE
Aroclor - 1254		SW846 8082A / 3550C	**3920**	480	µg/kg	09/12/25	AE
Aroclor - 1260		SW846 8082A / 3550C	**<437**	437	µg/kg	09/12/25	AE
Aroclor - 1262		SW846 8082A / 3550C	**<437**	437	µg/kg	09/12/25	AE
Aroclor - 1268		SW846 8082A / 3550C	**<437**	437	µg/kg	09/12/25	AE
646074-004	250527-PCB-04	Ext Caulk Wht Marble E					
Semi-volatile Organic Compounds							
Aroclor - 1016		SW846 8082A / 3550C	**<222**	221	µg/kg	09/12/25	AE
Aroclor - 1221		SW846 8082A / 3550C	**<222**	221	µg/kg	09/12/25	AE
Aroclor - 1232		SW846 8082A / 3550C	**<222**	221	µg/kg	09/12/25	AE
Aroclor - 1242		SW846 8082A / 3550C	**<222**	221	µg/kg	09/12/25	AE
Aroclor - 1248		SW846 8082A / 3550C	**<222**	221	µg/kg	09/12/25	AE
Aroclor - 1254		SW846 8082A / 3550C	**2030**	244	µg/kg	09/12/25	AE
Aroclor - 1260		SW846 8082A / 3550C	**<222**	221	µg/kg	09/12/25	AE
Aroclor - 1262		SW846 8082A / 3550C	**<222**	221	µg/kg	09/12/25	AE
Aroclor - 1268		SW846 8082A / 3550C	**<222**	221	µg/kg	09/12/25	AE
646074-005	250527-PCB-05	Ext Caulk Blk Red Granite					
Semi-volatile Organic Compounds							
Aroclor - 1016		SW846 8082A / 3550C	**<44.3**	44.3	µg/kg	09/12/25	AE
Aroclor - 1221		SW846 8082A / 3550C	**<44.3**	44.3	µg/kg	09/12/25	AE
Aroclor - 1232		SW846 8082A / 3550C	**<44.3**	44.3	µg/kg	09/12/25	AE
Aroclor - 1242		SW846 8082A / 3550C	**<44.3**	44.3	µg/kg	09/12/25	AE
Aroclor - 1248		SW846 8082A / 3550C	**<44.3**	44.3	µg/kg	09/12/25	AE
Aroclor - 1254		SW846 8082A / 3550C	**399**	48.7	µg/kg	09/12/25	AE
Aroclor - 1260		SW846 8082A / 3550C	**<44.3**	44.3	µg/kg	09/12/25	AE
Aroclor - 1262		SW846 8082A / 3550C	**<44.3**	44.3	µg/kg	09/12/25	AE

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 apply to the sample as received.

Analysis Report

Schneider Laboratories Global, Inc

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804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475

Customer: Watts Architecture & Engineering (4637)
Address: 95 Perry Street Suite 300
Buffalo, NY 14203

Attn:

Project: Buffalo Cntrl Library Sealants
Location: 1 Lafayette Sq Buffalo NY
Number: 20250527

Order #: 646074

Matrix Bulk
Received 09/11/25
Reported 09/16/25

PO Number: 7628

Sample ID / Parameter	Cust. Sample ID	Location / Method	Result	RL*	Units	Analysis Date	Analyst
646074-005	250527-PCB-05	Ext Caulk Blk Red Granite					
Aroclor - 1268		SW846 8082A / 3550C	**<44.3**	44.3	µg/kg	09/12/25	AE
646074-006	250527-PCB-06	Ext Caulk Blk Blk Granite					
Semi-volatile Organic Compounds							
Aroclor - 1016		SW846 8082A / 3550C	**<10000**	10000	µg/kg	09/12/25	AE
Aroclor - 1221		SW846 8082A / 3550C	**<10000**	10000	µg/kg	09/12/25	AE
Aroclor - 1232		SW846 8082A / 3550C	**<10000**	10000	µg/kg	09/12/25	AE
Aroclor - 1242		SW846 8082A / 3550C	**<10000**	10000	µg/kg	09/12/25	AE
Aroclor - 1248		SW846 8082A / 3550C	**<10000**	10000	µg/kg	09/12/25	AE
Aroclor - 1254		SW846 8082A / 3550C	**68000**	11000	µg/kg	09/12/25	AE
Aroclor - 1260		SW846 8082A / 3550C	**<10000**	10000	µg/kg	09/12/25	AE
Aroclor - 1262		SW846 8082A / 3550C	**<10000**	10000	µg/kg	09/12/25	AE
Aroclor - 1268		SW846 8082A / 3550C	**<10000**	10000	µg/kg	09/12/25	AE
646074-007	250527-PCB-07	Ext Caulk Light Gry Slvr					
Semi-volatile Organic Compounds							
Aroclor - 1016		SW846 8082A / 3550C	**<47500**	47500	µg/kg	09/12/25	AE
Aroclor - 1221		SW846 8082A / 3550C	**<47500**	47500	µg/kg	09/12/25	AE
Aroclor - 1232		SW846 8082A / 3550C	**<47500**	47500	µg/kg	09/12/25	AE
Aroclor - 1242		SW846 8082A / 3550C	**<47500**	47500	µg/kg	09/12/25	AE
Aroclor - 1248		SW846 8082A / 3550C	**<47500**	47500	µg/kg	09/12/25	AE
Aroclor - 1254		SW846 8082A / 3550C	**568000**	52200	µg/kg	09/12/25	AE
Aroclor - 1260		SW846 8082A / 3550C	**<47500**	47500	µg/kg	09/12/25	AE
Aroclor - 1262		SW846 8082A / 3550C	**<47500**	47500	µg/kg	09/12/25	AE
Aroclor - 1268		SW846 8082A / 3550C	**<47500**	47500	µg/kg	09/12/25	AE
646074-008	250527-PCB-08	Ext Caulk Wht Wht Marble					
Semi-volatile Organic Compounds							
Aroclor - 1016		SW846 8082A / 3550C	**<922**	922	µg/kg	09/12/25	AE
Aroclor - 1221		SW846 8082A / 3550C	**<922**	922	µg/kg	09/12/25	AE

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 apply to the sample as received.

Analysis Report

Schneider Laboratories Global, Inc

2512 W. Cary Street • Richmond, Virginia • 23220-5117
804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475

Customer: Watts Architecture & Engineering (4637)
Address: 95 Perry Street Suite 300
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Attn:

Project: Buffalo Cntrl Library Sealants
Location: 1 Lafayette Sq Buffalo NY
Number: 20250527

Order #: 646074

Matrix Bulk
Received 09/11/25
Reported 09/16/25

PO Number: 7628

Sample ID / Parameter	Cust. Sample ID	Location / Method	Result	RL*	Units	Analysis Date	Analyst
646074-008	250527-PCB-08	Ext Caulk Wht Wht Marble					
Aroclor - 1232		SW846 8082A / 3550C	**<922**	922	µg/kg	09/12/25	AE
Aroclor - 1242		SW846 8082A / 3550C	**<922**	922	µg/kg	09/12/25	AE
Aroclor - 1248		SW846 8082A / 3550C	**<922**	922	µg/kg	09/12/25	AE
Aroclor - 1254		SW846 8082A / 3550C	**11200**	1010	µg/kg	09/12/25	AE
Aroclor - 1260		SW846 8082A / 3550C	**<922**	922	µg/kg	09/12/25	AE
Aroclor - 1262		SW846 8082A / 3550C	**<922**	922	µg/kg	09/12/25	AE
Aroclor - 1268		SW846 8082A / 3550C	**<922**	922	µg/kg	09/12/25	AE
646074-009	250527-PCB-09	Ext Caulk Beige Newer					
Semi-volatile Organic Compounds							
Aroclor - 1016		SW846 8082A / 3550C	**<917**	916	µg/kg	09/12/25	AE
Aroclor - 1221		SW846 8082A / 3550C	**<917**	916	µg/kg	09/12/25	AE
Aroclor - 1232		SW846 8082A / 3550C	**<917**	916	µg/kg	09/12/25	AE
Aroclor - 1242		SW846 8082A / 3550C	**<917**	916	µg/kg	09/12/25	AE
Aroclor - 1248		SW846 8082A / 3550C	**<917**	916	µg/kg	09/12/25	AE
Aroclor - 1254		SW846 8082A / 3550C	**<1010**	1010	µg/kg	09/12/25	AE
Aroclor - 1260		SW846 8082A / 3550C	**<917**	916	µg/kg	09/12/25	AE
Aroclor - 1262		SW846 8082A / 3550C	**<917**	916	µg/kg	09/12/25	AE
Aroclor - 1268		SW846 8082A / 3550C	**<917**	916	µg/kg	09/12/25	AE

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 apply to the sample as received.

Analysis Report

Schneider Laboratories Global, Inc

2512 W. Cary Street • Richmond, Virginia • 23220-5117
804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475

Customer: Watts Architecture & Engineering (4637)
Address: 95 Perry Street Suite 300
Buffalo, NY 14203

Attn:

Project: Buffalo Cntrl Library Sealants
Location: 1 Lafayette Sq Buffalo NY
Number: 20250527

Order #: 646074

Matrix Bulk
Received 09/11/25
Reported 09/16/25

PO Number: 7628

Sample ID / Parameter	Cust. Sample ID / Method	Result	RL*	Units	Analysis Date	Analyst
646074-09/16/25 06:01 PM						

Reviewed By: **Kelly Muncy**
Manager

Surrogate Recoveries

646074-001 - PCB	
DCB	MI
TCMX	MI
646074-002 - PCB	
DCB	MI
TCMX	MI
646074-003 - PCB	
DCB	MI
TCMX	MI
646074-004 - PCB	
DCB	MI
TCMX	MI
646074-005 - PCB	
DCB	MI
TCMX	MI
646074-006 - PCB	
DCB	D
TCMX	D
646074-007 - PCB	
DCB	MI
TCMX	MI
646074-008 - PCB	
DCB	MI
TCMX	MI
646074-009 - PCB	
DCB	MI
TCMX	49%

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 apply to the sample as received.

Analysis Report

Schneider Laboratories Global, Inc

2512 W. Cary Street • Richmond, Virginia • 23220-5117
804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475

Customer: Watts Architecture & Engineering (4637)
Address: 95 Perry Street Suite 300
Buffalo, NY 14203

Attn:

Project: Buffalo Cntrl Library Sealants
Location: 1 Lafayette Sq Buffalo NY
Number: 20250527

Order #: 646074

Matrix	Bulk
Received	09/11/25
Reported	09/16/25
PO Number:	7628

Sample ID	Cust. Sample ID	Location					
Parameter		Method	Result	RL*	Units	Analysis Date	Analyst

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 69247
Virginia	VELAP 12761

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 apply to the sample as received.

SCHNEIDER LABORATORIES GLOBAL, INC
2512 West Cary Street, Richmond, Virginia 23220-5117
804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475
www.slabinc.com • info@slabinc.com

R 9

646074

V:\646\646074

tnadiem 9/11/2025 9:22:10 AM
UPS 1Z2E28999068489369

Submitting Co.	Watts Architects and Engineers	**State of Collection**	NY	**Cert. Required**	☐ YES ■ NO
95 Perry Street, Suite 300		**Acct #**	4637	**Phone**	(716) 392-4556
Buffalo NY, 14203		**Email**	tgorenflo@watts-ae.com		
Project Name	Buffalo Central Library Sealants Testing	**PO #**	N/A		
Project Location	1 Lafayette Sq, Buffalo, NY 14203	**Special Instructions**	PCB 8082		
Project Number	20250527				
Collected By	Ted Gorenflo				

Turn Around Time **

- ☐ Same day *
- ☐ 1 business day
- ☐ 2 business days
- ■ 3 business days
- ☐ 5 business days

* not available for all tests

Matrix

- ☐ Paint
- ■ Bulk
- ☐ Soil
- ☐ Wipe
- ☐ Ground Water
- ☐ Waste Water

** A job received past 3 PM will begin its TAT the next business day

Please schedule rush tests in advance

Test selection for all Samples listed below (Circle desired method)

- ☐ VOC (8260/624) ☐ SVOC (8270/625)
- ☐ Pesticides (8081/608) ☐ Herbicides (8151)
- ☐ Chlordane (8081/608) ☐ Toxaphene (8081/608)
- ■ PCB (8082) ☐ TPH-DRO (8015) ☐ TPH-GRO (8015)
- ☐ BTEX (8260/8021) ☐ MTBE (8260/8021) ☐ Naphthalene (8260/8270)

TCLP

- ☐ Volatiles
- ☐ Semi-Volatiles
- ☐ Herbicides
- ☐ Pesticides
- ☐ Full TCLP (10 Day)

Miscellaneous

- ☐ Chlorides (300/9056) ☐ Silica (7602)
- ☐ Sulfates (300/9056) ☐ PAH (8270/625)
- ☐ Oil and Grease (1664) ☐ TPH (EPA 418.1)

Individual Sample Requests

Sample #	Date Sampled	Time Sampled	# of Containers	Sample Identification	Wipe Area
250527-PCB-01	9-9-2025	N/A	1	Exterior Caulk (White) from White Marble Panels - West Building - South of Main Entry Doors	
250527-PCB-02	↓	N/A	1	Exterior Caulk (Black) from Red Granite Panels - West Building - South Elevation	
250527-PCB-03		N/A	1	Exterior Caulk (Black) from Black Granite Panels - West Building - West Elevation	
250527-PCB-04		N/A	1	Exterior Caulk (White) from White Marble Panels - East Building - South Elevation	
250527-PCB-05		N/A	1	Exterior Caulk (Black) from Red Granite Panels - East Building - South Elevation	
250527-PCB-06		N/A	1	Exterior Caulk (Black) from Black Granite Panels - East Building - North Elevation	
250527-PCB-07		N/A	1	Exterior Caulk (Light Gray, Silver) - West Elevation North Side - Window Frame	
250527-PCB-08		N/A	1	Exterior Caulk (White) from White Marble Ceiling Panels - Ellicott Street	
250527-PCB-09	✓	N/A	1	Exterior Caulk (Beige) - Newer White Marble Paneling at Elevator Shaft	

For Aqueous and Solid samples ensure enough sample is sent for duplicate and spike analyses

Relinquished By: Ted Gorenflo Signature: Ted Gorenflo Date/Time 9-7-25 / 1700

! ALL SHADED FIELDS MUST BE FILLED TO AVOID DELAYS !

Chain-of-Custody documentation continued internally

Analysis Report

Schneider Laboratories Global, Inc

2512 W. Cary Street • Richmond, Virginia • 23220-5117
804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475

Customer: Watts Architecture & Engineering (4637)
Address: 95 Perry Street Suite 300
Buffalo, NY 14203

Attn:

Project: Buffalo & Erie County Library
Location: Buffalo, NY
Number: 12152

Order #: 135879

Matrix Bulk
Received 07/16/15
Reported 07/20/15

PO Number:

Sample ID / Parameter	Cust. Sample ID / Method	Result	RL*	Units	Analysis Date	Analyst
135879-001	12152-PCB-01					
Semi-volatile Organic Compounds						
Aroclor - 1016	SW846 8082A	<6900	6890	µg/Kg	07/20/15	BRW
Aroclor - 1221	SW846 8082A	<6900	6890	µg/Kg	07/20/15	BRW
Aroclor - 1232	SW846 8082A	<6900	6890	µg/Kg	07/20/15	BRW
Aroclor - 1242	SW846 8082A	<6900	6890	µg/Kg	07/20/15	BRW
Aroclor - 1248	SW846 8082A	<6900	6890	µg/Kg	07/20/15	BRW
Aroclor - 1254	SW846 8082A	51000	6890	µg/Kg	07/20/15	BRW
Aroclor - 1260	SW846 8082A	<6900	6890	µg/Kg	07/20/15	BRW
Aroclor - 1262	SW846 8082A	<6900	6890	µg/Kg	07/20/15	BRW
Aroclor - 1268	SW846 8082A	<6900	6890	µg/Kg	07/20/15	BRW
PCB - Surrogate Recoveries						
DCB	D					
TCMX	D					
135879-002	12152-PCB-02					
Semi-volatile Organic Compounds						
Aroclor - 1016	SW846 8082A	<370000	369000	µg/Kg	07/20/15	BRW
Aroclor - 1221	SW846 8082A	<370000	369000	µg/Kg	07/20/15	BRW
Aroclor - 1232	SW846 8082A	<370000	369000	µg/Kg	07/20/15	BRW
Aroclor - 1242	SW846 8082A	<370000	369000	µg/Kg	07/20/15	BRW
Aroclor - 1248	SW846 8082A	<370000	369000	µg/Kg	07/20/15	BRW
Aroclor - 1254	SW846 8082A	8250000	369000	µg/Kg	07/20/15	BRW
Aroclor - 1260	SW846 8082A	<370000	369000	µg/Kg	07/20/15	BRW
Aroclor - 1262	SW846 8082A	<370000	369000	µg/Kg	07/20/15	BRW
Aroclor - 1268	SW846 8082A	<370000	369000	µg/Kg	07/20/15	BRW
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. PPM = mg/kg | PPB = µg/kg. The test results reported relate only to the samples submitted.

Analysis Report

Schneider Laboratories Global, Inc

2512 W. Cary Street • Richmond, Virginia • 23220-5117
804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475

Customer: Watts Architecture & Engineering (4637)
Address: 95 Perry Street Suite 300
Buffalo, NY 14203

Attn:

Project: Buffalo & Erie County Library
Location: Buffalo, NY
Number: 12152

Order #: 135879

Matrix Bulk
Received 07/16/15
Reported 07/20/15

PO Number:

Sample ID / Parameter	Cust. Sample ID / Method	Result	RL*	Units	Analysis Date	Analyst
135879-07/20/15 04:04 PM						

Reviewed By: **Thoria Nadiem**
Organics Analyst

Certifications

Paramater	Method	Matrix	CT	NY	VA
Aroclor - 1016	SW846 8082A	Bulk	X	X	X
Aroclor - 1221	SW846 8082A	Bulk	X	X	X
Aroclor - 1232	SW846 8082A	Bulk	X	X	X
Aroclor - 1242	SW846 8082A	Bulk	X	X	X
Aroclor - 1248	SW846 8082A	Bulk	X	X	X
Aroclor - 1254	SW846 8082A	Bulk	X	X	X
Aroclor - 1260	SW846 8082A	Bulk	X	X	X
Aroclor - 1262	SW846 8082A	Bulk	X	X	X
Aroclor - 1268	SW846 8082A	Bulk	X	X	X

Key

State	Regulatory Agency - Lab ID	Certificate Number
CT	CT DPH	PH-0118
NY	NYELAP-11413	52362
VA	Virginia DCLS/DEQ - 460135	7939

'X' indicates that the analyte is accredited.

If your state is not listed above, call laboratory for accreditation/certification information.

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. PPM = mg/kg | PPB = µg/kg. The test results reported relate only to the samples submitted.

135879

V:\135\135879

SCHNEIDER LABORATORIES GLOBAL, INC.

2512 West Cary Street, Richmond, Virginia 23220-5117
804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475
www.slabinc.com e-mail: info@slabinc.com

Submitting Co.	Watts Architecture and Engineering	Lab WO#		Phone	(716) 206-5157
95 Perry Street, Buffalo, NY 14203		Acct #		Fax \ Email	jgrady@watts-ae.com
		**State of Collection	NY	**Cert. Required	☒ Yes ☐ No

Project Name:	Buffalo and Erie County Library
Project Location:	Buffalo, NY
Project Number:	12152
Purchase Order #	
TAT Requested	(Business Day)☐ 1 ☐ 2 ☐ 3☐ 4☒ 5 ☐ 10 ☐ Other: _____

Special Instructions [include requests for special reporting or data packages]

Bulk Samples of Caulk for PCB analysis

Sample #	**Date Sampled	**Time Sampled	# Containers	Chlorine (Cl)	Temp *	pH	Matrix: Drinking Water	Waste Water	Ground Water	Soil / Sludge	Wipe	Oil or Air	Bulk	Analysis Request: BTEX ☐ MTBE ☐ Naphthalene ☐	Purgeable Aromatics 8021 ☐	Petrol Hydrocarbons GC 8015M Diesel ☐ 8015M Gas ☐	TPH 418.1 ☐	Corrosivity ☐ Reactivity ☐ Flashpoint, Closed Cup ☐	Volatile Organics 624 ☐ 8260 ☐	Semivolatile Organics 625 ☐ 8270 ☐	PAHs 610 ☐ 8270 ☐ 8310 By HPLC ☐	TCLP Semi-Vols ☐ BNAs ☐ Pest ☐ Herb ☐ VOAs ☐ Full ☐	Pesticides 608 ☐ 8081 ☐ Herbicides 8151 ☐ PCB's 8082 ☒	Other
12152-PCB-01 (Granite Caulk)			1										X										X	
12152-PCB-02 (Marble Caulk)			1										X										X	

Sampled by

NAME Jerry Grady

SIGNATURE Jerry Grady

DATE/TIME 7/15/15 10:00

Relinquished to lab by

NAME Jerry Grady

SIGNATURE _____

DATE/TIME _____

7-16-15

Preserved ☐ Yes ☐ No ☐ Ambient temp ☐ Ice ☐ R ☐ S ☐ X

☐ Receive a physical copy of report.

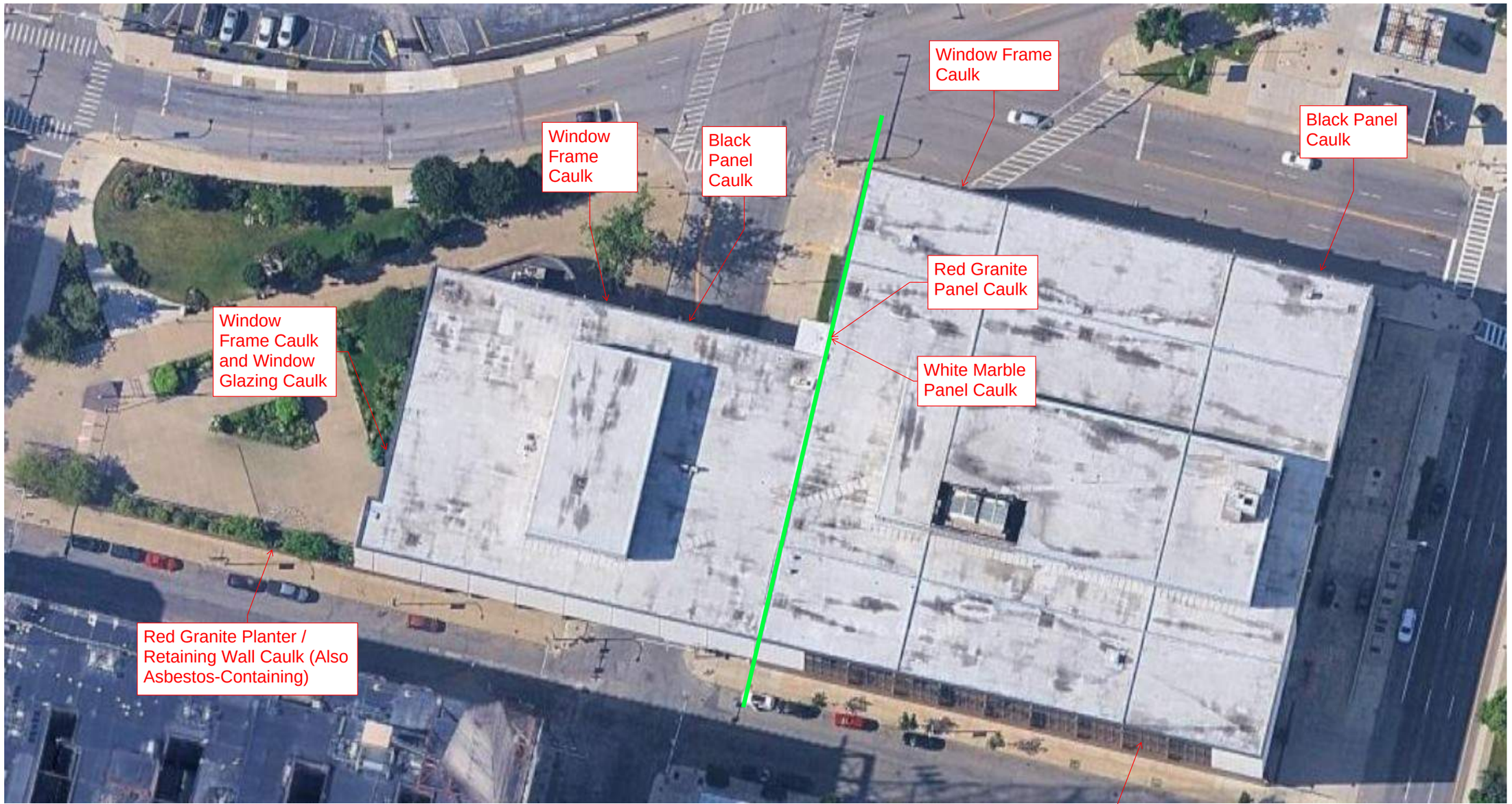
Sample Disposal
If samples over red. weight (Refer to Fee Schedule)
☐ Return to Sender (Shipping fees)
☒ Disposal by lab ($50 fee)

Shipping Methods
☒ FX ☐ UPS ☐ USM
☐ HD ☐ DB
WB: 5409

* Temperature taken with IR Gun A. **Required.

Chain-of-Custody documentation continued internally within lab. Terms and conditions page 2.

APPENDIX A – PCB-CONTAINING SEALANT MARKUP



THESE MATERIALS HAVE BEEN IDENTIFIED TO BE PCB-CONTAINING AS PART OF THE CURRENT PROJECT AND FROM PRIOR INVESTIGATIONS.

JULY 2026

SECTION 006000
PROJECT FORMS AND RELATED DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. This Section lists the project forms used for administration of the project as well as documents used for administration and logistics.

1.2 FORMS

A. The following forms are contained within the conditions of the contract section:
1. FRONT END SUBMISSION LOG
2. PROJECT REQUEST FOR INFORMATION (RFI) FORM
3. SUBCONTRACTOR LIST
4. ALLOWANCE DISBURSEMENT FORM
5. SUBSTITUTION REQUEST FORM
6. SUBMITTAL COVER
7. INFORMATION BULLETIN
8. ELECTRONIC DOCUMENT TRANSFER AGREEMENT

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 PROCEDURES

A. **Front End Submission Log**: This document is a checklist of required submittals. Refer to Division 00 Section entitled “Instructions to Bidders” and Division 01 Section entitled “Submittal Procedures” for submittal procedures.

B. **Project Request For Information (RFI) Form**: This form is used for information requests. The forms are filled out by any party to the contract and sent to the Architect/Engineer. Architect / Engineer shall number RFI before processing.

C. **Subcontractor List**: This document shall be used to identify subcontractors. The forms are filled out by each Prime Contractor for all proposed subcontractors and sent to the Architect / Engineer in accordance with. Division 01 Section entitled “Submittal Procedures”.

D. **Allowance Disbursement Form**: the Architect / Engineer shall issue this document after all parties have agreed to the conditions of change to be charged to the Allowance Amount in accordance with Division 01 Section entitled “Allowances”, if required.

E. **Substitution Request Form**: This document is used by Contractor to propose substitutions. The forms are filled out by each Prime Contractor and sent to the Architect / Engineer in accordance with. Division 01 Sections entitled “Submittal Procedures” and “Product Requirements”.

F. **Submittal Cover**: This document is used for submission of submittals. The forms are filled out by each Prime Contractor and sent to the Architect / Engineer in accordance with. Division 01 Section entitled “Submittal Procedures”.

G. **Information Bulletin:** The Architect / Engineer shall issue this document for three actions as follows:

1. PROPOSAL REQUEST: A quotation for changes to the Contract Sum or proposed modifications to the Contract Documents.

2. SUPPLEMENTAL INSTRUCTIONS: Instructions for changes to the Contract Documents without additional cost or time.

3. CONSTRUCTION CHANGE DIRECTIVE: A directive to immediately proceed with changes to the work of the contract and to submit final cost for inclusion into a Change Order.

H. **Electronic Document Transfer Agreement:** This document is used by a Contractor to request the transfer of electronic files, other than PDF's, for purposes including, but not limited to, creating coordination drawings.

END OF SECTION 006000

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ARCHITECTURE
ENGINEERING
PLANNING
CPLteam.com

FRONT END SUBMISSION LOG

2025-2028 B&ECPL CAPITAL PROJECTS - EXTERIOR RESTORATION
R25.17654.01

Contractor Name: _____

SUBMISSIONS

Submission	Date Submitted	Date Approved	Remarks
Contract:			
Schedule of Values:			
Bonds:			
Insurance:			
Workers Compensation:			
Automobile Insurance:			
Safety Program:			
Schedule:			
Submittal Schedule:			
Emergency Contact:			
Substitution List:			
Subcontractor List:			
Project Manager:			
Superintendent:			

This log is to be used by the contractor to monitor and complete the required front-end submissions.

CPL
726 Exchange Street, Suite 920
Buffalo, New York 14210
CPLteam.com
800.274.9000 TEL

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ARCHITECTURE
ENGINEERING
PLANNING
CPLteam.com

REQUEST FOR INFORMATION	RFI #:
	Date:

2025-2028 B&ECPL CAPITAL PROJECTS - EXTERIOR RESTORATION – R25.17654.01

Contractor Name: _____

To: _____ Firm: _____

From: _____

WE REQUEST YOUR ATTENTION (OR CONFIRMATION) REGARDING THE FOLLOWING:

Subject: _____

_____

Location: _____

_____

Information is Requested By: _____

MESSAGE: _____

Contractors Name: _____

By: _____ Date: _____

CPL
726 Exchange Street, Suite 920
Buffalo, New York 14210
CPLteam.com
800.274.9000 TEL

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ENGINEERING
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CPLteam.com

SUBCONTRACTOR LIST

2025-2028 B&ECPL CAPITAL PROJECTS - EXTERIOR RESTORATION - R25.17654.01

To: **CPL**
726 Exchange Street, Suite 920
Buffalo, New York 14210

From:
(Contractor) _____

Contractors No.: _____

Contract For: _____

List Subcontractors proposed for use on this Project as required by the Construction Documents. Attach supplemental sheets if necessary.

Section No.: _____ Section Title: _____
Firm Name: _____ Contact: _____
Address: _____

Section No.: _____ Section Title: _____
Firm Name: _____ Contact: _____
Address: _____

Section No.: _____ Section Title: _____
Firm Name: _____ Contact: _____
Address: _____

Section No.: _____ Section Title: _____
Firm Name: _____ Contact: _____
Address: _____

Section No.: _____ Section Title: _____

☐ Attachment(s)

Signed by: _____ Date: _____

Copies: ☐ **Owner** ☐ **Consultants** ☐ File
☐ ☐ ☐

CPL
726 Exchange Street, Suite 920
Buffalo, New York 14210
CPLteam.com
800.274.9000 TEL

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ALLOWANCE DISBURSEMENT AUTHORIZATION

Owner _____
Architect/Engineer _____
Contractor _____
Field _____
Other _____
Other _____

2025-2028 B&ECPL CAPITAL PROJECTS - EXTERIOR RESTORATION – R25.17654.01

Allowance Disbursement No. _____ Initiation Date: _____

Contract For: _____

_____

To Contractor: _____

_____

Contract Date: _____

Not valid until signed by Owner, Architect/Engineer and Contractor.

The Original Contract Allowance _____

Net Allowance Disbursements previously authorized _____

Charges to Contract Allowance as a result of this authorization

Current Contract Allowance Balance including this authorization _____

Owner: _____

Architect/Engineer: _____
(CPL)

Contractor:

CPL
726 Exchange Street, Suite 920
Buffalo, New York 14210
CPLteam.com
800.274.9000 TEL

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SUBSTITUTION REQUEST FORM

2025-2028 B&ECPL CAPITAL PROJECTS - EXTERIOR RESTORATION – R25.17654.01

To:
CPL
726 Exchange Street, Suite 920
Buffalo, New York 14210

From:
(Contractor) _____

Re: _____ Substitution Request Number: _____

Contract For: _____

Specification Title: _____ Description: _____

Section Number: _____ Page: _____ Part/Paragraph: _____

Proposed Substitution: _____

Manufacturer: _____ Address: _____ Phone: _____

Trade Name: _____ Model No.: _____

Installer: Address: Phone:

History: ☐ New product ☐ 2-5 years old ☐ 5-10 years old ☐ More than 10 years old

Differences between proposed substitution and specified product: _____

☐ Point-by-point comparative data attached

Reason for not providing specified item: _____

Similar Installation:

Project: _____ Architect/Engineer: _____

Contractor: _____ Owner: _____

_____ Date Installed: _____

Proposed substitution affects other parts of Work:

☐ No

☐ Yes, explain _____

Savings to Owner for accepting substitution: _____ ($ _____)

Proposed substitution changes Contract Time:

☐ Yes; explain ☐ No ☐ Yes [Add] [Deduct] _____ days

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

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Cost data as stated above is complete. Claims for additional costs related to accepted substitution which may subsequently become apparent are to be waived.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.
- Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.

Submitted By: _____

Signed By: _____

Firm: _____

Address _____

_____

_____

Phone: _____

Attachments: _____

_____

_____

REVIEW AND ACTION

☐ Substitution approved - Make submittals in accordance with Specification Section 01330.

☐ Substitution approved as noted - Make submittals in accordance with Specification Section 01330.

☐ Substitution rejected - Use specified materials.

☐ Substitution Request received too late - Use specified materials.

Signed By: _____ Date: _____

Additional Comments: ☐ Contractor ☐ Subcontractor ☐ Supplier ☐ Manufacturer ☐ Architect/Engineer ☐ _____

CPL
726 Exchange Street, Suite 920
Buffalo, New York 14210
CPLteam.com
800.274.9000 TEL

CPL
ARCHITECTURE
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PLANNING
CPLteam.com

SUBMITTAL COVER

(Attach to each submittal)

#
Submittal No. Contractor only

Architect Project Number: R25.17654.01
Contractors Number:
Project Name: 2025-2028 B&ECPL CAPITAL PROJECTS - EXTERIOR RESTORATION

Contractor:
Address:
Phone / Fax: ( )

Date returned:

TYPE OF SUBMITTAL
(Check one)

☐ Product Data ☐ Color Selection ☐ O&M Manual
☐ Shop Drawings ☐ Sample ☐ Record Document
☐ Other

SUBSTITUTION ☐ YES ☐ NO
See General Conditions

DATE OF SUBMITTAL:

RESUBMITTED:

NUMBER OF ATTACHED:

PRODUCT IDENTIFICATION
Specification Section No.:
Contract Dwg. No.:
Product Name:
Part/Paragraph:
Detail Reference:
Manufacturer:

CONTRACTOR APPROVAL

Identify that this submittal has been reviewed and approved by the Contractor in accordance with the General Conditions

By: _____ Date: _____

Deviation from Contract Documents:

Contractor Comments:

FOR USE BY CPL

SHOP DRAWING

☐ No Exception Taken ☐ Revise & Resubmit
☐ Furnish as Corrected ☐ Rejected

Corrections or comments made on the shop drawings during this review do not relieve the Contractor from compliance with the requirements of the drawings and specifications. This check is only for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor is responsible for: confirming and correlating all quantities and dimensions; selecting fabrication processes and techniques of construction; coordinating his work with that of all other trades; and performing his work in a safe satisfactory manner.

CPL

Date:_____ By: _____

Architect's Comments:

RECEIVED STAMP

CPL
726 Exchange Street, Suite 920
Buffalo, New York 14210
CPLteam.com
800.274.9000 TEL

CPL
ARCHITECTURE
ENGINEERING
PLANNING
CPLteam.com

INFORMATION BULLETIN

PROJECT:	2025-2028 B&ECPL CAPITAL PROJECTS - EXTERIOR RESTORATION	INFORMATION BULLETIN NO.:	
OWNER:	ERIE COUNTY DEPARTMENT OF PUBLIC WORKS	DATE:	
CONTRACTOR:		ARCHITECT'S PROJECT NO.:	R25.17654.01
DESCRIPTION:		CONTRACT NO.:	
		CONTRACT DATE:	

ATTACHMENT(S):

A C T I O N

☐ 1. *PROPOSAL REQUEST:* Submit an itemized quotation for changes in the Contract Sum and/or time required to implement the above proposed modifications to the Contract Documents. This is not authorization to proceed with the work.

☐ 2. *SUPPLEMENTAL INSTRUCTIONS:* Implement the above instructions without change to the Contract Sum and/or Time. Prior to proceeding, indicate acceptance below and return one copy to the Architect.

☐ 3. *CONSTRUCTION CHANGE DIRECTIVE:* Proceed with the above described changes to the Contract Documents immediately. Submit final costs and/or change in Contract Time for inclusion in a subsequent Change Order.

Methods: ☐ Lump Sum ☐ Unit Price ☐ Time & Material Not-to-Exceed

Change in Contract Sum of _____

Change in Contract Time of _____ days

ISSUED:	ACCEPTED:	AUTHORIZED:
BY:_____	BY:_____	BY:_____
Architect Date	Contractor Date	Owner Date

☐ Owner ☐ Architect ☐ Structural ☐ Civil
☐ Contractor ☐ Field ☐ Mechanical/Electrical ☐ Other (Roofing)

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Buffalo, New York 14210
CPLteam.com
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ELECTRONIC DOCUMENT TRANSFER AGREEMENT

DATE:		**PROJECT #:**	R25.17654.01
PROJECT NAME	2025-2028 B&ECPL CAPITAL PROJECTS - EXTERIOR RESTORATION	**CLIENT / LOCATION**	Erie County Department of Public works
COMPANY REQUESTING AND RECEIVING FILES:		**PERSON REQUESTING:**	
DESCRIPTION OF FILES:		**REASON FOR FILES:**	

1. The requested electronic file(s) (the "Files") remain the property of and are owned by CPL.
2. The Files are not Contract Documents. The use of the Files to alter or revise the scope of work is not permitted.
3. CPL makes no warranties or guarantees that the Files represent or reflect the complete scope of work and/or as-built condition, and CPL assumes no responsibility for data files supplied in electronic format. Such data is provided as a courtesy only.
4. The Company requesting the Files and users of the Files accept full responsibility for verifying the accuracy and completeness of the Files.
5. Files in Revit/Building Information Model format: Unless express written consent of CPL is given through the implementation of a Project Building Information Modeling Protocol Form (AIA® Document G202™ or similar); the information contained within the Files was compiled for the purposes of creating the contract documents and are graphic representations of approximate locations of materials. Therefore, information contained within these files should not be assumed to be accurate and users of the Files accept full responsibility for verifying the accuracy and completeness of the Files with field conditions and the contract documents.
6. Shop drawings shall not be based on reproduction of the contract documents or standard printed data. This includes reproductions of the Files, unless express written consent is given of CPL through the implementation of a Project Building Information Modeling Protocol Form.
7. The Company requesting the Files agrees to defend, indemnify and hold harmless CPL, its officers, employees, consultants, and agents from any claims or damages arising from the use of the Files.
8. In the event that any of the Files contain electronic copies of drawings with permits or professional seals, the Company requesting the Files shall immediately notify CPL and destroy such Files.
9. No use shall be made of the Files for any purpose other than that for which they were originally intended without the express written consent of CPL.
10. No retransmission of the Files in any form to third parties is permitted unless authorized in writing by CPL.
11. The handling fee for the time and effort it will take CPL to deliver the requested Files is $150.00. Under no circumstances shall delivery of the Files be considered a sale by CPL.

Having read and understood the terms set forth in paragraphs 1-11 above, and in consideration of CPL providing electronic files, the undersigned agrees to be bound by these terms.

_____ _____

Signature of Authorized Representative Date

_____

Print Name and Title

The requested electronic files will only be released upon CPL's receipt of a signed Electronic Document Transfer Agreement by a duly authorized representative of the company requesting and receiving the files. CPL reserves the right to deny any request for copies of electronic files.

CPL
726 Exchange Street, Suite 920
Buffalo, New York 14210
CPLteam.com
800.274.9000 TEL

SECTION 011000 – SUMMARY

PART 1 - GENERAL

1.1 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.

1.2 PROJECT INFORMATION

A. Project Identification: BECPL Exterior Marble Panel Stabilization.

1. Project Location: 1 Lafayette Square, Buffalo NY 14203.

B. Owner: Erie County Department of Public Works (ECDPW).

1. Owner's Representative: Amanda Aponte, Amanda.Aponte2@erie.gov, 716-858-4723

C. Architect: Paul Dudkowski, AIA, pdudkowski@cplteam.com, 716-218-4734

1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and includes, but is not limited to the following:

1. Stabilization and repair of exterior marble panels.

2. Cleaning of exterior panels, windows, and lettering on relevant elevations.

3. Replacement of existing sealant.

B. Type of Contract.

1. Project will be constructed under a single prime contract.

1.4 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 the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1. Limits: Confine construction operations to area of renovations and as allowed by owner.
2. Driveways, Walkways and Entrances: Keep driveways, loading areas, 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.
    c. No parking is permitted on the premises.

C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.

D. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.

1.5 COORDINATION WITH OCCUPANTS

A. Full Owner Occupancy: Owner will occupy the premises 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 authorities having jurisdiction.
2. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.

1.6 WORK RESTRICTIONS

A. Work Restrictions, General: Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.

B. On-Site Work Hours: Limit work in the existing building to first shift working hours beginning no earlier than 7:00 a.m., Monday through Friday, unless otherwise indicated or approved with building engineer.

1. Weekend Hours: Only if permitted by Owner.

2. Hours for Utility Shutdowns: As directed by Owner.

C. 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 two days in advance of proposed utility interruptions.
2. Obtain Owner's written permission before proceeding with utility interruptions.

D. 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 two days in advance of proposed disruptive operations.
2. Obtain Owner's written permission before proceeding with disruptive operations.

E. Nonsmoking Building: Smoking is not permitted on the property.

F. Controlled Substances: Use of tobacco products and other controlled substances on Project site is not permitted.

G. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.

H. Employee Screening: Comply with Owner's requirements for drug screening of Contractor personnel working on Project site.
1. Maintain list of approved screened personnel with Owner's representative.

1.7 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 00 Contracting Requirements: General provisions of the Contract, including General and Supplementary Conditions, apply to all Sections of the Specifications.

C. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

D. 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.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

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 15th of each month. At the contractors 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.

CONTRACTOR'S MONTHLY APPLICATION FOR PAYMENT CHECKLIST

PROJECT NAME: _____ PAYMENT NO.: _____

DPW PROJECT NO.: _____ CONTRACTOR NAME: _____ DATE: _____

*Prime/Sub-Contractor Name	Invoice	Certificate For Payment	Request for Payment Worksheet	Contractor's Payment Certification (CPC-1)	M/WBE& SDVOB Utilization Part B-30%	M/WBE& SDVOB Utilization Part C-75%	Certified Payroll Records	Certification for Stored Materials	*Subs Included in this Pay App.	Comments

*Prime Contractor shall list all sub-contractors included in their scope of work and shall make a check mark (Subs included column) for those sub-contractors covered under this payment application. Refer to Section 011500 - Application for Payment for additional payment information, requirements and procedures for Reduction in Retention and Final Payment.

SAMPLE INVOICE
(ON YOUR OWN LETTERHEAD)

X.Y.Z. CO., INC.
499 Elm Avenue
P.O. BOX 9-C
Buffalo, NY 14000
Telephone: (716) 666-8888

Date: _____

Payment No.: _____

To: COUNTY OF ERIE
DEPARTMENT OF PUBLIC WORKS – OFFICE OF THE COMMISSIONER
14TH FLOOR
95 FRANKLIN STREET, ROOM 1408
BUFFALO, NY 14202

Re: PROJECT NAME: _____

DPW PROJECT NO.: 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.XXXXX.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.

REQUEST FOR PAYMENT - WORKSHEETS

PROJECT NAME: _____ **SHEET#:** _____ **OF** _____

CONTRACTOR NAME: _____ **DPW PROJECT NO.:** _____ **PAYMENT NO.:** _____

TYPE OF CONSTRUCTION WORK: _____ **BILLING PERIOD: FROM** _____ **TO** _____ **DATE:** _____

ITEM NO.	ITEM	ITEM PRICE		PERCENT COMPLETE		AMOUNT COMPLETE TO DATE		AMOUNT PREVIOUSLY BILLED		AMOUNT THIS BILLING		AMOUNT UNBILLED	
		L	M	L	M	L	M	L	M	L	M	L	M
PREVIOUS SUBTOTAL(If Applicable)													
PRIME CONTRACTOR – XYZ COMPANY													
1	Mobilization												
2	Bonds and Insurances												
3	Supervision												
4	Temporary Facilities/ Conditions												
SUBCONTRACTOR(S) as applicable – XYZ COMPANY (All subs are to be listed with their respective scopes of work)													
X	Building/ Project Cleaning												
X	Clsoeout Docs/ Record Drawings												
X	Oper. & Maint. Manuals												
SHEET SUBTOTAL													

REQUEST FOR PAYMENT - WORKSHEETS

PROJECT NAME: _____ **SHEET#:** _____ **OF** _____

CONTRACTOR NAME: _____ **DPW PROJECT NO.:** _____ **PAYMENT NO.:** _____

TYPE OF CONSTRUCTION WORK: _____ **BILLING PERIOD: FROM** _____ **TO** _____ **DATE:** _____

ITEM NO.	ITEM	ITEM PRICE		PERCENT COMPLETE		AMOUNT COMPLETE TO DATE		AMOUNT PREVIOUSLY BILLED		AMOUNT THIS BILLING		AMOUNT UNBILLED	
		L	M	L	M	L	M	L	M	L	M	L	M
PREVIOUS SUBTOTAL(If Applicable)													
NO.	ALLOWANCES (IF Applicable)												
CONTRACT TOTALS													
CONTRACT GRAND TOTAL													
NO.	APPLIED CHANGE ORDERS												
	Change Order X-0X												
CHANGE ORDER TOTALS													
CHANGE ORDER GRAND TOTAL													
ADJUSTED TOTALS													
ADJUSTED GRAND TOTAL													

SECTION 012100 - ALLOWANCES

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 governing allowances.

1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when direction will be provided to the Contractor. If necessary, additional requirements will be issued by Change Order.

B. Types of allowances include the following:
1. Unit-cost allowances.
2. Lump-sum allowances

C. Related Requirements:

1. Section 012200 "Unit Prices" for procedures for using unit prices.

1.3 SELECTION AND PURCHASE

A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.

B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.

C. Purchase products and systems selected by Architect from the designated supplier as approved through the submittal process.

1.4 ACTION SUBMITTALS

A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.

1.5 INFORMATIONAL SUBMITTALS

A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance. These tickets should be signed by the Construction Inspector assigned to the project.

1. The above only applies to allowance draws that do not have a unit price associated with the scope of work and are authorized by the Owner.

B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance. These tickets should be signed by the Construction Inspector assigned to the project.

1. The above only applies to allowance draws that do not have a unit price associated with the scope of work and are authorized by the Owner.

C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.6 ALLOWANCE COORDINATION

A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

B. See Sections 1.7 and 1.8 within this specification below for permitted markups to Lump-Sum and Unit-Price Allowances, respectively.

C. At Project closeout, a credit for unused amounts remaining in all allowances will be processed by a Change Order to the Owner
1. The credit to the Owner shall be inclusive of a reasonable overhead and profit margin for Lump-Sum Allowances. Unit Price allowances do not need to include an overhead and profit margin as Unit-Price allowances do not include this markup as part of the Base Bid Proposal.

D. Under no circumstances, is the Contractor permitted to exceed the value of the allowance without prior authorization from the Owner. Charges in excess of the allowance threshold may result in incurred costs to the Owner with no requirement by the Owner for reimbursement for the costs in excess of the allowance.
1. If allowances draws exceed the amount of the allowance and are authorized by the Owner, the amount of authorized work that exceeds the value of the allowance, will be treated as a Change Order, as defined in the General Conditions under ‘Payment for Extra or Omitted Work’ included within the Project Manual

E. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.

F. All charges against an allowance are subject to the Owner and/ or Architect/ Engineer’s review and authorization prior to payment of any allowance.

G. All work authorized by the Owner to be billed to an Allowance, shall have the associated certified payroll submitted within LCPtracker software. See General Conditions for additional information.

1.7 LUMP-SUM ALLOWANCES

A. Lump-Sum Allowances shall be inclusive of all applicable costs associated with executing the work as authorized by the Owner including but not limited to; installation, insurance, equipment, labor, material, delivery to Project site, startup and turn over to the Owner.

1. See the 'Information To Bidders' Section included within the Project Manual for all items required at the time of the Bid Opening.

B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials of an allowance shall be included as part of the Contract Sum and not part of the allowance.

C. No items within the base bid scope of work will be paid for through the allowance.

D. If no unit price is specified, changes to the base bid scope of work will be handled per following:
1. All work authorized through a lump sum allowance associated with a given prime contract shall be prepared and billed accordingly as specified in Section 7.09 included within the General Conditions included in the Project Manual.
2. Work shall not commence prior to written authorization by the Owner.

E. Unused Materials: Turn over any unused or left-over materials purchased under an allowance to the Owner, after installation has been completed and accepted. The contractor may only bill the Owner for unused or left-over materials that were previously authorized to be drawn off the allowance.
1. If requested by Architect, retain and prepare unused material for storage by Owner. Deliver unused material to Owner's storage space as directed.

1.8 UNIT-PRICE ALLOWANCES

A. Unit prices as included in the bid proposal form will be used to charge to an allowance as applicable and as directed by the Owner.
1. Unit Price Allowances DO NOT include an overhead and profit margin to the overall allowances. Unit Prices are to be inclusive of the overhead and profit margin as determined by the contractor within the unit price item.

B. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include freight and delivery to Project site.

C. Allowances will be paid by the unit price provided as part of base bid as shown on the Proposal Form included within the bid submitted by the contractor. No additional markup is permitted on unit prices.

D. Work shall not commence prior to written authorization by the Owner.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

A. Allowance No. 1: Landscaping Materials: Include the sum of $35,000 for the replacement of foliage in the planters, omitting the trees and bushes designated to remain.

1. This allowance includes material cost, receiving, handling, and installation, and Contractor overhead and profit.

B. Allowance No. 2: Sealant Replacement: Include the sum of $1,300,000 for the material and labor costs associated with the sealant removal and replacement throughout the building exterior.
1. This allowance includes material cost, receiving, handling, and installation, and Contractor overhead and profit.
2. Coordinate quantity allowance adjustment with corresponding unit-price requirements in Section 012200 “Unit Prices.”

END OF SECTION

SECTION 012200
UNIT PRICES

PART 1 GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for unit prices.

B. Related Requirements:

1. Drawings and general provision of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
2. Section 012600 - Contract Modification Procedures: Procedures for submitting and handling Change Orders.

1.2 DEFINITIONS

A. Unit price is a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

1.3 PROCEDURES

A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.

B. Measurement and Payment: Refer to individual Specification Sections indicated in the "Schedule of Unit Prices" for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.

C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.

D. List of Unit Prices: A schedule of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 SCHEDULE OF UNIT PRICES

A. GENERAL CONSTRUCTION

1. Unit Price No. 1: PCB Containing Sealant Removal.
    a. Description: Removal and disposal of existing PCB bearing sealant as described on the HM Drawings and in Specification Section 02 8700 - PCB-Containing Caulk and Sealant Removal.
    b. Unit of Measurement: Linear foot of PCB bearing sealant removed.

2. Unit Price No. 2: NonHazardous Sealant Removal.
   a. Description: Removal and disposal of existing sealant.
   b. Unit of Measurement: Linear feet of sealant removed.

3. Unit Price No. 3: Sealant Installation.
   a. Description: Install new sealant as described on the A Drawings and in Specification Section 07 9200 - Sealants.
   b. Unit of Measurement: Linear foot of Sealant installed.

END OF SECTION 012200

SECTION 012300 - ALTERNATES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for alternates.

1.2 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 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 alternate into the Work. No other adjustments are made to the Contract Sum.

1.3 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. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated revisions to alternates.

C. Execute accepted alternates under the same conditions as other work of the Contract.

D. Schedule: A schedule of alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. Alternate No. 1: East Elevation

1. Base Bid: Replace caulk between stone and adjacent materials. Provide repairs required per drawing documents. Clean stone panels and signage on West and North elevation.
2. Alternate #1: Replace caulk between stone and adjacent materials. Provide repairs required per drawing documents. Clean stone panels on East elevation.

B. Alternate No. 2: East Building North and West Elevation

1. Base Bid: Replace caulk between stone and adjacent materials. Provide repairs required per drawing documents. Clean stone panels and signage on West and North elevation.

2. Alternate #2: Replace caulk between stone and adjacent materials. Provide repairs required per drawing documents. Clean stone panels and signage on South elevation

C. Alternate No. 3: Underpass

1. Base Bid: Replace caulk between stone and adjacent materials. Provide repairs required per drawing documents. Clean stone panels and signage on West and North elevation.

2. Alternate #3: Repair damaged wall and ceiling tile in tunnel.

D. Alternate No. 4: Planters

1. Base Bid: Replace caulk between stone and adjacent materials. Provide repairs required per drawing documents. Clean stone panels and signage on West and North elevation.

2. Alternate #4: Restabilize stone planters. Coordinate with Library Gardener as required.

END OF SECTION 012300

SECTION 012500
SUBSTITUTION PROCEDURES

PART 1 GENERAL

1.1 GENERAL

A. Should the Contractor desire to substitute other articles, materials, apparatus, products or processes than those specified or approved as equal, the Contractor shall apply to the Architect in writing for approval of such substitution. It should be noted that the bid shall not be based on a substituted article, material, apparatus, product or process. With the application, furnish such information as required by the Architect to demonstrate that the article, material, apparatus, product or process he or she wishes to use is the equivalent of that specified in quality, finish, design, efficiency and durability and has been elsewhere demonstrated to be equally serviceable for the purpose for which it is intended. The Contractor shall set forth the reasons for desiring to make the substitution and shall further state what difference, if any, will be made in the construction schedule and the contract price for such substitution should it be accepted; it being the intent hereunder that any savings shall accrue to the benefit of the Owner.

B. The Architect shall reject any such desired substitution as not being specifically named in the contract, or if he or she shall determine that the adjustment in price in favor of the Owner is insufficient, the Contractor shall immediately proceed to furnish the designated article, material, apparatus, product or process.

C. Request for substitutes shall conform to the requirements of this Article.

D. Requests for substitutions shall, include full information concerning differences in cost, and any savings in cost resulting from such substitutions shall be passed on to the Owner.

E. Requests for utilization of substitutes will be reviewed during the course of the project. The impact on the project and the timeliness of submission will be of key consideration.

F. The approval of utilization of a substitute is subject to the sole and final discretion of the Architect.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for substitutions.

B. Related Requirements:
   1. Drawings and general provision of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
   2. Section 012300 - Alternates: Products selected under an alternate.
   3. Section 013300 - Submittal Procedures: For submittal procedures.
   4. Section 016000 - Product Requirements: Requirements for submitting comparable product submittals for products by listed manufacturers.
   5. Divisions 02 through 49 Sections for specific requirements and limitations for substitutions.

1.3 DEFINITIONS

A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
   1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
   2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

B. Substitute Items (Or Equal): If in Architect/Engineer's sole discretion, an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item it will be considered a proposed substitute item.

1.4 ACTION SUBMITTALS

A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

B. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
   1. Statement indicating why specified product or fabrication, or installation cannot be provided, if applicable.
   2. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
   3. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
   4. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
   5. Samples, where applicable or requested.
   6. Certificates and qualification data, where applicable or requested.
   7. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
   8. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
   9. Research reports evidencing compliance with current building code in effect for Project, from Building Code of New York State.
   10. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.

11. Cost information, including a proposal of change, if any, in the Contract Sum.
12. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
13. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
14. See additional requirements in Article 2.3 DETAILED SUBSTITUTION REVIEW PROCEDURES.
15. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within (5) five days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within (10) ten days of receipt of request, or (5) five days of receipt of additional information or documentation, whichever is later.
    a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
    b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.5 QUALITY ASSURANCE

A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage qualified testing agency to perform compatibility tests recommended by manufacturers.

PART 2 PRODUCTS

2.1 SUBSTITUTION PROCEDURES (GENERAL)

A. Conditions: After the "Notice of Award" and prior to the Contractor entering into a Formal Contract with the Owner, the Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
    1. Requested substitution is consistent with the Contract Documents and will produce indicated results.
    2. Substitution results in substantial cost savings to the Owner or substantial performance improvements.
    3. Substitution request is fully documented and properly submitted.
    4. Requested substitution will not adversely affect Contractor's construction schedule.
    5. Requested substitution has received necessary approvals of authorities having jurisdiction.
    6. Requested substitution is compatible with other portions of the Work.
    7. Requested substitution has been coordinated with other portions of the Work.
    8. Requested substitution provides specified warranty.
    9. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
    10. The substitution is submitted in compliance with Article 2.3 DETAILED SUBSTITUTION REVIEW PROCEDURES of this specification.

B. If the Contractor does not present "Substitution(s)" in the time frame noted above, any future requests to substitute products will not be considered, unless the substitution is for cause.

C. Coordination: Modify or adjust affected work as necessary to integrate work of the approved substitutions.

2.2 SUBSTITUTIONS

A. Substitutions for Cause: Submit requests for substitution immediately upon discovery of need for change, but not later than (20) twenty days prior to time required for preparation and review of related submittals.
   1. Architect will consider Contractor's request for substitution when the following conditions are present.
      a. The specified product is not available
      b. The specified product cannot be delivered in the time frame required under the Project Schedule.
   2. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
      a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
      b. Substitution request is fully documented and properly submitted.
      c. Requested substitution will not adversely affect Contractor's construction schedule.
      d. Requested substitution has received necessary approvals of authorities having jurisdiction.
      e. Requested substitution is compatible with other portions of the Work.
      f. Requested substitution has been coordinated with other portions of the Work.
      g. Requested substitution provides specified warranty.
      h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

B. Substitutions for Convenience: Architect will consider requests for substitution if received prior to award of contract and based on the following:
   1. The proposed product substitution will result in a significant cost savings to the Owner.
   2. The proposed product has substantial performance improvements.
   3. The proposed product can be provided much earlier in the schedule enhancing the project completion date.
   4. The proposed product warranty is superior to the specified item.

2.3 DETAILED SUBSTITUTION REVIEW PROCEDURES

A. The Architect, in addition to the requirements listed above, will require compliance with the following requirements and procedures.
   1. Requests for approval of substitutions will be received and considered from Prime Contractors only and not from manufacturers, suppliers, Subcontractors, or other third parties.

2. If the materials and equipment submitted are offered as substitutions to the Contract Documents or approved equal, the Contractor shall advise the Owner and the Architect of the requested substitutions and comply with the requirements hereinafter specified in this Article.
3. Where the acceptability of substitution is conditioned upon a record of and the proposed substitution does not fulfill this requirement, the Architect, at the Architect's sole discretion, may accept the substitution if the Contractor provides a bond or cash deposit which guarantees replacement at no cost to the Owner for any failure occurring within a specified time. The substitution item must meet all other technical requirements contained in the Specification.
4. The Contractor shall furnish such information as required by the Architect to demonstrate that the equal article, material, apparatus, product or process is the equivalent of that specified in quality, finish, design, efficiency and durability and has been elsewhere demonstrated to be equally serviceable for the purpose for which it is intended and/or that it offers substantial benefits to the Owner in saving of time and/or cost. The Contractor shall set forth the reasons for desiring to make this substitution.
5. Contractor shall submit:
    a. For each proposed request for approved substitute sufficient details, complete descriptive literature and performance data together with samples of the materials, where feasible, to enable the Architect to determine if the proposed request for approval should be granted, including manufacturer's brand or trade names, model numbers, description of specification of item, performance data, test reports, samples, history of service, and other data as applicable.
    b. Certified tests, where applicable, by an independent laboratory attesting to the performance of the substitute.
    c. A list of installations where the proposed substitute equipment or materials is performing under similar conditions as specified.
    d. A list of installations where the proposed substitute equipment or materials is performing under similar conditions as specified.
6. Where the approval of a substitute requires revision or redesign of any part of Work, including that of other Contracts, all such revision and redesign, and all new drawings and details required therefore, shall be provided by the Contractor at its own cost and expense, and shall be subject to the approval of the Architect.
7. In the event that the Architect is required to provide additional services, then the Architect's charges for such additional services shall be paid by the Contractor to the Owner.
8. Any modifications in the Work required under other contracts to accommodate the changed design will be incorporated in the appropriate contracts and any resulting increases in contract prices will be charged to the Contractor by the Owner who initiated the changed design.
9. In all cases, the Architect shall be the judge as to whether a proposed substitute is to be approved. The Contractor shall be bound by the Architect’s decision. No substitute items shall be used in the Work without written approval of the Architect.
10. In making request for approval of substitute, Contractor represents that:
    a. Contractor has investigated proposed substitute and determined that it is equal to or superior in all respects to the product, manufacturer or method specified or offers other specified advantages to the Owner.

b. Contractor will provide the same or better warranties or bonds for proposed substitute as for product, manufacturer or method specified.
c. Contractor waives all claims for additional costs or extension of time related to proposed substitute that subsequently may become apparent.
d. Contractor shall have and make no claim for an extension of time or for damages by reason of the time taken by the Architect in considering a substitute proposed by the Contractor or by reason of failure of the Architect to approve a substitute proposed by the Contractor. Any delays arising out of consideration, approval, or utilization of a substitute shall be the sole responsibility of the Contractor requesting the substitute and it shall arrange its operations to make up the time lost.

11. Proposed substitute will not be accepted if:
    a. Acceptance will require substantial revision of Contract Documents.
    b. Acceptance will substantially change design concepts or Technical Specifications.
    c. Acceptance will delay completion of the Work, or the Work of other Contractors.
    d. If the Substitute item is not accompanied by formal request for approval of substitute from Contractor.
12. The Architect reserves the right to disapprove, for aesthetic reasons, any material or equipment on the basis of design or color considerations alone, without prejudice to the quality of the material or equipment, if the manufacturer cannot meet the required colors or design.
13. All requests for approval of substitutes of materials or other changes from the contract requirements shall be accompanied by an itemized list of all other items affected by such substitution or change. The Architect shall have the right, if such is not done, to rescind any approvals for substitutions and to order such Work removed and replaced with Work conforming to the specified requirements of the contract, all at the Contractor's expense, or to assess all additional costs resulting from the substitution to the Contractor.
14. Approval of a substitute will not relieve Contractor from the requirement to submit Shop Drawings or any of the provisions of the Contract Documents.
15. In the event that the Architect is required to provide additional services as a result of a request for approval of a substitute results in changes by the Contractor in dimension, weight, power requirements, etc., of the equipment and accessories furnished, or as a result of Contractor's errors, omissions or failure to conform to the requirements of the Contract Documents or if the Architect is required to examine and evaluate any changes proposed by the Contractor solely for the convenience of the Contractor, or for evaluation of deviations from Contract Documents, then the Architect's charges in connection with such additional services shall be paid by the Contractor.
16. Structural design shown on the Drawings is based upon the configuration of and maximum loading for major items of equipment as indicated on the Drawings and as specified. If the substituted equipment furnished differs from said features, the Contractor shall pay to the Owner all costs of redesign and for any construction changes required to accommodate the equipment furnished, including the Architect's charges in connection therewith.

B. The Contractor shall respond to required submittals with complete information and with a degree of accuracy to achieve approvals within two (2) submissions. All costs to the Architect involved with subsequent submissions of Shop Drawings, Samples or other items requiring approval, will be paid by the Contractor to the Owner, by deducting such costs from payments due for Work completed. In the event an approved item is requested by the Contractor to be changed or substituted for, all costs involved in the reviewing and approval process will likewise be back charged to the Contractor unless determined by the Architect that the need for such substitution and/or deviation from Contract Documents is beyond the control of the Contractor.

PART 3 EXECUTION (NOT USED)

END OF SECTION 012500

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SECTION 012519
EQUIVALENT PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

A. Requirements set forth herein pertain to products specified in divisions included in project manual.

1.2 DEFINITIONS

A. For the purpose of this contract, the words "similar", "equal to", "or equal", "equivalent" and such other words of similar content and meaning, shall be deemed to mean similar and equal to one of named and/or specified products.

B. For the purpose of bidding documents, the word "products" shall be deemed to include the words "articles", "materials", "items", "equipment" and "methods". Whenever in contract documents one or more products are specified, words "similar, equivalent, and equal to" shall be deemed inserted.

1.3 EQUIVALENTS

A. Where, in these specifications or on drawings, certain kinds, types, brands, or manufacturers of materials are named, they shall be regarded as the required standard of quality. Where two or more are named these are presumed to be equal, and Contractor may select one of those items.

B. If Contractor desires to use any kind, type, brand, or manufacturer of material other than those named in specification, he or she may submit the request for approval to the Architect well in advance of the bid date.

C. Requests for approval of proposed equivalents will be received by Architect only from a Prime Contractor.

D. If the Architect approves a proposed equivalent prior to receipt of Bids, such approval will be set forth in an Addendum.

E. After the bid opening the apparent low bidder or bidders will be notified by the Architect and shall submit to the Architect in writing, within (10) ten calendar days what equivalent kind, type, brand, or manufacturer is included in bid in lieu of specified items. No equivalents will be considered after this submission.

F. Contractor shall have burden of proving, at Contractor's own cost and expense, to satisfaction of Owner/Architect, that proposed product is similar and equal to named product. In making such determination Owner/Architect will be sole judge of objective and appearance criteria that proposed product must meet in order for it to be approved.

1. Supporting data on equivalency is responsibility of bidder. For each equivalent to base specification, included in products list, submit information describing in specific detail.
    a. Wherein it differs from quality and performance required by base specification.
    b. Changes required in other elements of work because of equivalent.
    c. Effect on construction schedule.
    d. Any required license fees or royalties.

e. Availability of maintenance service, and source of replacement materials.
f. Such other information as may be required by Owner.

G. Owner, through Architect, shall be judge of acceptability of proposed equivalents. Risk of whether bid equivalents will be accepted is borne by Contractor.

1.4 CONTRACTOR'S REPRESENTATION

A. Submission of an equivalent product and/or material constitutes a representation that Contractor:
1. Has investigated proposed product and determined it is equal to or superior in all respects to that specified.
2. Will provide same warranties or bonds for equivalent as for product specified.
3. Will coordinate installation of an accepted equivalent into work and make such other changes as may be required to make work complete in all respects.
4. Waives all claims for additional costs, under his responsibility, which may subsequently become apparent.
5. Will provide, at own cost and expense, any different quantity and/or arrangement of ductwork, piping, wiring, conduit or any part of work from that specified, detailed or indicated in Contract Documents if required for proper installation of an approved equivalent.
6. Will provide, at own cost and expense, all such revision and redesign and all new drawings and details required by Architect for approval if proposed equivalent product requires a revision or redesign of any part of work covered by this contract.
7. Provide complete documentation on both the product specified and the proposed substitute, including the following information as appropriate:
   a. Point-by-point comparison of specified and proposed substitute product data, fabrication drawings, and installation procedures.
   b. Copies of current, independent third-party test data of salient product or system characteristics.
   c. Samples where applicable or when requested by Architect.
   d. Detailed comparison of significant qualities of the proposed substitute with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
   e. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
   f. Research reports, where applicable, evidencing compliance with building code in effect for Project, from Building Code of New York State.
   g. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, which will become necessary to accommodate the proposed substitute.
8. Provide certification by manufacturer that the substitute proposed is equal to or superior to that required by the Procurement and Contracting Documents, and that its in-place performance will be equal to or superior to the product or equipment specified in the application indicated.

9. Bidder, in submitting the Procurement Substitution Request, waives the right to additional payment or an extension of Contract Time because of the failure of the substitute to perform as represented in the Procurement Substitution Request.

1.5 EQUIVALENT CERTIFICATION

A. Contractor must sign the "Equivalent Certification Form" following this specification section and deliver it to the Architect along with a complete list of proposed equivalents within ten (10) calendar days after notification from the Architect or Owner. This is mandatory and must be done prior to award of contracts.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

EQUIVALENT CERTIFICATION FORM

Project Name: _____

Project Address: _____

Project No.: _____

REVIEWED MATERIAL:

AIA A701-2018 Instructions to Bidders

AIA A201-2017 General Conditions of the Contract

Specification Section: 012500 - Substitutions Procedures

Specification Section: 012519 - Equivalent Procedures

Specification Section: 016000 - Product Requirements

CHECK THE FOLLOWING THAT APPLIES:

_____ No equivalents are proposed.

_____ Proposed equivalents are attached with supporting data as per Section 012519.

ALL EQUIVALENTS ARE HEREBY PRESENTED TO ARCHITECT AND OWNER FOR APPROVAL. NO FUTURE EQUIVALENTS WILL BE CONSIDERED.

Contractor Signature: _____

Printed Name of Contractor: _____

Date: _____

Signature of Reviewer: _____

Printed Name of Reviewer: _____

Approved as Noted Date: _____

SECTION 012600
CONTRACT MODIFICATION PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

B. Related Requirements:
   1. Drawings and general provision of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
   2. Division 01 Section "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

1.2 NO COST CHANGES IN THE WORK

A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on the Information Bulletin form bound in section 006000 of this Project Manual.

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. 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 or (10) ten days, when not otherwise specified, 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.

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.
   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.
6. Comply with requirements in Division 01 Section "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.

1.4 ADMINISTRATIVE CHANGE ORDERS

A. Adjustment from Allowances: Refer to Division 01 Section "Allowances" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect actual costs of allowances.

B. Adjustments from Unit Prices: Refer to Division 01 Section "Unit Prices" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect measured scope of unit price work.

1.5 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on the Information Bulletin form bound in section 006000 of this Project Manual.

1.6 CONSTRUCTION CHANGE DIRECTIVE

A. Construction Change Directive: Architect may issue a Construction Change Directive on the Information Bulletin form bound ins section 006000 of this Project Manual.
   1. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
      a. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
   2. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
      a. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 012600

SECTION 013100
PROJECT MANAGEMENT AND COORDINATION

PART 1 GENERAL

1.1 SUMMARY

A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
   1. General project coordination procedures.
   2. Administrative and supervisory personnel.
   3. Coordination drawings.
   4. Requests for Information (RFIs).
   5. Project meetings.

B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.

C. Related Requirements:
   1. Drawings and general provision of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
   2. Division 01 Section " Summary" for Project Information and phasing requirements
   3. Division 01 Section "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
   4. Division 01 Section "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.

1.2 DEFINITIONS

A. RFI: Request from Owner, Architect, or Contractor seeking information from each other during construction.

1.3 INFORMATIONAL SUBMITTALS

A. Use the Architect's information exchange website, Autodesk Forma, when uploading Submittals.

B. Subcontractor List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Use Subcontractor List form bound into 006000 of this Project Manual. Include the following information in tabular form:
   1. Name, address, and telephone number of entity performing subcontract or supplying products.
   2. Number and title of related Specification Section(s) covered by subcontract.
   3. Drawing number and detail references, as appropriate, covered by subcontract.
   4. Pursuant to New York State Department of Labor requirements, submit a copy of the Contractor(s), Contractor Certificate of Registration prior to **any** work being performed.

C. Key Personnel Names: Within (15) fifteen days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, cellular telephone numbers and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.

D. Emergency Telephone Numbers: Each Contractor shall, at the Contractor's own expense, furnish to the Architect and Owner, an emergency phone number list for 24-hour, emergency, contact during the entire construction period. Include numbers for office phones, mobile phones, and pagers as applicable.
   1. This list shall include, but not be limited to, the following:
      a. Contractor's office representative.
      b. Contractor's field superintendent.
      c. Contractor's field foreman.
      d. Owner's office representative.
      e. Owner's 24-hour emergency number.
      f. Project Architect's office representative.
      g. Project Architect.
      h. Project Inspector.
      i. Utility companies including, but not limited to: natural gas, water, electric, sewer, oil, telecommunications, etc.
      j. Highway Departments.
      k. Any other involved agencies.
   2. Contractor shall add names and numbers, or remove names and numbers, as Project progresses and re-submit to Architect in a timely manner.
   3. Emergency phone list shall be submitted and considered acceptable to Architect prior to the start of construction.
   4. List shall be neatly typed or word processed and submitted to the Architect on both 8-1/2" x 11" paper and as a digital PDF.

1.4 COORDINATION

A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.
   1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
   2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
   3. Make adequate provisions to accommodate items scheduled for later installation.

B. Coordination: Each contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its operations with operations, included in different Sections that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components with other contractors to ensure maximum performance and accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.

C. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

D. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's construction schedule.
2. Preparation of the schedule of values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Preinstallation conferences.
7. Project closeout activities.
8. Startup and adjustment of systems.
9. Project closeout activities.

E. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.

1.5 COORDINATION DRAWINGS

A. Coordination Drawings, General: Prepare coordination drawings in accordance with requirements in individual Sections, where installation is not completely shown on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.
1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
a. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
b. Coordinate the addition of trade-specific information to the coordination drawings by multiple contractors in a sequence that best provides for coordination of the information and resolution of conflicts between installed components before submitting for review.
c. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.

d. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
e. Show location and size of access doors required for access to concealed dampers, valves, and other controls.
f. Indicate required installation sequences.
g. Indicate dimensions shown on the Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

B. Coordination Drawing Organization: Organize coordination drawings as follows:
1. Floor Plans and Reflected Ceiling Plans: Show architectural and structural elements, and mechanical, plumbing, fire protection, fire alarm, and electrical Work. Show locations of visible ceiling-mounted devices relative to acoustical ceiling grid. Supplement plan drawings with section drawings where required to adequately represent the Work. Provide required information for work sequence to interface with the installation work.
2. Plenum Space: Indicate sub framing for support of ceiling and wall systems, mechanical and electrical equipment, and related Work. Locate components within ceiling plenum to accommodate layout of light fixtures indicated on Drawings. Indicate areas of conflict between light fixtures and other components.
3. Mechanical Rooms: Provide coordination drawings for mechanical rooms showing plans and elevations of mechanical, plumbing, fire protection, fire alarm, and electrical equipment.
4. Structural Penetrations: Indicate penetrations and openings required for all disciplines.
5. Slab Edge and Embedded Items: Indicate slab edge locations and sizes and locations of embedded items for metal fabrications, sleeves, anchor bolts, bearing plates, angles, door floor closers, slab depressions for floor finishes, curbs and housekeeping pads, and similar items.
6. Mechanical and Plumbing Work: Show the following:
   a. Sizes and bottom elevations of ductwork, piping, and conduit runs, including insulation, bracing, flanges, and support systems.
   b. Dimensions of major components, such as dampers, valves, diffusers, access doors, cleanouts and electrical distribution equipment.
   c. Fire-rated enclosures around ductwork.
7. Electrical Work: Show the following:
   a. Runs of vertical and horizontal conduit 1-1/4 inch diameter and larger.
   b. Light fixture, exit light, emergency battery pack, smoke detector, and other fire alarm locations.
   c. Panel board, switch board, switchgear, transformer, busway, generator, and motor control center locations.
   d. Location of pull boxes and junction boxes, dimensioned from column center lines.
8. Fire Protection System: Show the following:
   a. Locations of standpipes, mains piping, branch lines, pipe drops, and sprinkler heads.
9. Review areas for required access and indicate the need for access doors for access to shutoffs, electrical boxes, etc.

10. Review: Architect will review coordination drawings to confirm that the Work is being coordinated, but not for the details of the coordination, which are the Contractor's responsibility. If the Architect determines that the coordination drawings are not being prepared in sufficient scope or detail, or are otherwise deficient, the Architect will so inform the Contractor, who shall make changes as directed and resubmit.
    a. Failure to provide the required coordination drawings as required by this specification section may result in withholding a portion of the Contractor payment requests until such coordination drawings are received.
11. Coordination Drawing Prints: Prepare and submit coordination drawing prints in accordance with requirements of Division 01 Section "Submittal Procedures."

C. Architect's Digital Data Files:
1. The Architect will provide digital PDF's of Contract Drawings for the purpose of producing coordination drawings for a Handling Fee of $ 50.00 per drawing file.
    a. Contract documents are graphic representations of approximate locations of materials. Therefore, information contained within these files should not be assumed to be accurate and users of the Files accept full responsibility for verifying the accuracy and completeness of the Files with field conditions and the contract documents.
2. Document Transfer Agreement - For Projects where Architect's work files are not a deliverable: The Contractor shall execute an Electronic Document Transfer Agreement for all electronic transfers of files, other than PDFs. The contractor must provide acknowledgement, accept the information regarding drawings, ownership and Limitations of Liability. Electronic Document Transfer Agreement form is bound in section 006000 of this Project Manual.

1.6 KEY PERSONNEL

A. Key Personnel Names: Within (5) five days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and email addresses. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.
1. Post copies of list in project meeting room, or temporary office, and by field telephone.

1.7 REQUESTS FOR INFORMATION (RFI)

A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit to the Architect, an RFI in the form specified.
1. Do not submit an RFI if information is readily available in the contract documents. Verify by contacting and questioning the Architect prior to submitting an RFI.
    a. Architect will return with no response, any RFI where information is available to the contractor and is indicated in the Contract Documents.
2. Architect will return RFI's submitted to Architect by other entities controlled by Contractor with no response.
3. Coordinate and submit RFI's in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
   1. Project name.
   2. Project number.
   3. Name of Contractor.
   4. Name of Architect.
   5. RFI number, numbered sequentially.
   6. RFI subject.
   7. Specification Section number and title and related paragraphs, as appropriate.
   8. Drawing number and detail references, as appropriate.
   9. Field dimensions and conditions, as appropriate.
   10. Contractor's suggested resolution. If Contractor's solution(s) impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
   11. Contractor's signature.
   12. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
      a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.

C. RFI's sent without the required content information will not be considered a formal RFI and will be returned to the Contractor without comment or response.

D. RFI Forms: Use Request For Information form bound in section 006000 of this Project Manual.

E. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow (7) seven working days for Architect's response for each RFI. RFI's received by Architect after 1:00 p.m. will be considered as received the following working day.
   1. The following RFI's will be refused without action:
      a. Requests for approval of submittals.
      b. Requests for approval of substitutions.
      c. Requests for information already indicated in the Contract Documents.
      d. Requests for adjustments in the Contract Time or the Contract Sum.
      e. Requests for interpretation of Architect's actions on submittals.
      f. Incomplete RFI's or inaccurately prepared RFI's.
   2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
   3. Architect's action on RFI's that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit a Change Proposal according to Division 01 Section "Contract Modification Procedures."
      a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within (10) ten days of receipt of the RFI response.

F. RFI Log: Prepare, maintain, and submit a tabular log of RFI's organized by the RFI number. Submit log weekly. Use CSI Log Form 13.2B. Include the following:
   1. Project name.
   2. Name and address of Contractor.

3. Name and address of Architect.
4. RFI number including RFI's that were dropped and not submitted.
5. RFI description.
6. Date the RFI was submitted.
7. Date Architect's response was received.
8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
9. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

G. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within (7) seven days if Contractor disagrees with response.
1. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
2. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

1.8 ARCHITECT'S WEBSITE

A. The contractor will use Architect's information exchange website, Autodesk Forma, for Submittals, Shop Drawings and RFI's. Project Web site shall include the following functions:
1. Project directory.
2. Project correspondence.
3. Meeting minutes.
4. Contract modifications forms and logs.
5. RFI forms and logs.
6. Task and issue management.
7. Photo documentation.
8. Schedule and calendar management.
9. Submittals forms and logs.
10. Payment application forms.
11. Drawing and specification document hosting, viewing, and updating.
12. Online document collaboration.
13. Reminder and tracking functions.
14. Archiving functions.

B. Access to the Project Website shall be provided for up to (3) users per contract by Architect. Provide (4) hours of virtual software training.

C. Upon completion of Project, provide (1) one complete archive copy(ies) of Project Web site files to Owner and to Architect in a digital storage format acceptable to Architect.

D. Contractor, subcontractors, and other parties granted access by Contractor to Project Web site shall execute a data licensing agreement in the form of AIA Document C106.

1.9 PROJECT MEETINGS

A. General: Architect will schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
   1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times. All Prime Contractors are required to attend Project Meetings.
   2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
   3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner, within (3) three days of the meeting.

B. Preconstruction Conference: Architect will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than (15) fifteen days after execution of the Agreement.
   1. Conduct the conference to review responsibilities and personnel assignments.
   2. Attendees: Authorized representatives of Owner, Architect, and Architect's Consultants; Contractors and their superintendents; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to decide matters relating to the Work.
   3. Agenda: Discuss items of significance that could affect progress, including the following:
      a. Tentative construction schedule.
      b. Phasing.
      c. Critical work sequencing and long-lead items.
      d. Designation of key personnel and their duties.
      e. Sub-Contractors and their responsibilities.
      f. Coordination among all contractors.
      g. All insurance requirements in force.
      h. Procedures for project communications.
      i. Procedures for processing field decisions and Change Orders.
      j. Procedures for RFI's using Autodesk Forma.
      k. Testing and inspecting reqiurements.
      l. Procedures for processing Applications for Payment.
      m. Distribution of the Contract Documents.
      n. Schedule of Values.
      o. Schedule of submittals, including submittal log.
      p. Submittal procedures using Autodesk Forma.
      q. Preparation and updating of record documents.
      r. Use of the premises.
      s. Work restrictions.
      t. Working hours.
      u. Owner's occupancy requirements and restrictions.
      v. Responsibility for temporary facilities and controls.
      w. Procedures for moisture and mold control.
      x. Procedures for disruptions and shutdowns.
      y. Construction waste management and recycling.

z. Use of Site and parking availability.
aa. Field office, work, and storage areas.
bb. Equipment deliveries and priorities.
cc. Safety and first aid procedures.
dd. Security.
ee. Progress cleaning.

4. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.

C. Preinstallation Conferences: Architect shall conduct a preinstallation conference at Project site, unless otherwise indicated, before each construction activity that requires coordination with other construction.

1. Attendees: Installer and representatives of manufacturers and fabricators involved in, or affected by, the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise all parties involved of scheduled meeting dates.
2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
   a. Contract Documents.
   b. Options.
   c. Related RFI's.
   d. Related Change Orders.
   e. Purchases.
   f. Deliveries.
   g. Submittals.
   h. Review of mockups.
   i. Possible conflicts.
   j. Compatibility problems.
   k. Time schedules.
   l. Weather limitations.
   m. Manufacturer's written recommendations.
   n. Warranty requirements.
   o. Compatibility of materials.
   p. Acceptability of substrates.
   q. Temporary facilities and controls.
   r. Space and access limitations.
   s. Regulations of authorities having jurisdiction.
   t. Testing and inspecting requirements.
   u. Installation procedures.
   v. Coordination with other work.
   w. Required performance results.
   x. Protection of adjacent work.
   y. Protection of construction and personnel.
3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
4. Reporting: The entity recording meeting minutes shall distribute them to each party present and to other parties requiring information.

5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

D. Progress Meetings: Architect will conduct progress meetings at weekly intervals.
1. Coordinate dates of meetings with preparation of payment requests.
2. Required Attendees: In addition to representatives of Owner and Architect, each Prime contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to decide matters relating to the Work.
3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
   a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
      1) Review schedule for next period.
   b. Review present and future needs of each entity present, including the following:
      1) Interface requirements.
      2) Sequence of operations.
      3) Status of submittals.
      4) Deliveries.
      5) Off-site fabrication.
      6) Access.
      7) Site utilization.
      8) Temporary facilities and controls.
      9) Progress cleaning.
      10) Status of correction of deficient items.
      11) Field observations.
      12) Status of RFI's.
      13) Status of proposal requests.
      14) Pending changes.
      15) Status of Change Orders.
4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
   a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

E. Coordination Meetings: Architect will conduct Project coordination meetings at weekly intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.

1. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meetings shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    a. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to combined Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
    b. Schedule Updating: Revise combined Contractor's construction schedule after each coordination meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
    c. Review present and future needs of each contractor present, including the following:
        1) Interface requirements.
        2) Sequence of operations.
        3) Status of submittals.
        4) Deliveries.
        5) Off-site fabrication.
        6) Access.
        7) Site utilization.
        8) Temporary facilities and controls.
        9) Work hours.
        10) Hazards and risks.
        11) Progress cleaning.
        12) Quality and work standards.
        13) Change Orders.
3. Reporting: Entitiy recording meeting minutes shall distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

F. Project Closeout Meeting: Architect will schedule and conduct a Project Closeout Meeting, at a time convenient to Owner and Architect, but no later than (30) thirty days prior to the scheduled date of Substantial Completion.
1. Conduct the conference to review requirements and responsibilities related to Project closeout.
2. Required Attendees: Authorized representatives of Owner and Architect; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:
    a. Preparation and completion of Contractor's punch list.

b. Responsibility for removing temporary facilities and controls.
c. Owner's partial occupancy requirements.
d. Coordination of separate contracts for owner related work prior to occupancy.
e. Installation of Owner's furniture, fixtures, and equipment.
f. Requirements for preparing operations and maintenance data.
g. Requirements for the Submittal of written warranties.
h. Requirements for demonstration and training.
i. Requirements for submission of record documents, record specifications and record submittals.
j. Responsibility and schedule for final cleaning
k. Procedures for processing Applications for Payment at Substantial Completion and for final payment.

4. Minutes: Entity conducting meeting will record and distribute meeting minutes.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 013100

SECTION 013200
CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
   1. Start-up construction schedule.
   2. Contractor's construction schedule.
   3. Daily construction reports.
   4. Field condition reports.
   5. Special reports.

B. Related Requirements:
   1. Drawings and general provision of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
   2. Division 01 Section "Submittal Procedures" for submitting schedules and reports.
   3. Division 01 Section "Quality Requirements" for submitting a schedule of tests and inspections.

1.2 INFORMATIONAL SUBMITTALS

A. Format for Submittals: Submit required submittals in the following format(s):
   1. Electronic PDF files.

B. Start-up construction schedule.

C. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.

D. Daily Construction Reports: Submit at weekly intervals.

E. Field Condition Reports: Submit at time of discovery of differing conditions.

F. Special Reports: Submit at time of unusual event.

1.3 QUALITY ASSURANCE

A. Prescheduling Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination". Review methods and procedures related to the preliminary construction schedule and Contractor's construction schedule, including, but not limited to, the following:
   1. Review software limitations and content and format for reports.
   2. Verify availability of qualified personnel needed to develop and update schedule.
   3. Discuss phasing.
   4. Review delivery dates for Owner-furnished products.
   5. Review schedule for work of Owner's separate contracts.
   6. Review time required for review of submittals and resubmittals.

7. Review requirements for tests and inspections by independent testing and inspecting agencies.
8. Review time required for completion and startup procedures.
9. Review and finalize list of construction activities to be included in schedule.
10. Review submittal requirements and procedures.
11. Review procedures for updating schedule.

1.4 COORDINATION

A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
   1. Secure time commitments for performing critical elements of the Work from entities involved.
   2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

A. Time Frame: Extend schedule from date established for commencement of the Work to date of Substantial Completion.
   1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.

B. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:
   1. Activity Duration: Define activities and days
   2. Procurement Activities: Include procurement process activities for long lead items and major items, requiring a cycle of more than (60) sixty 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 Division 01 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
   4. Startup and Testing Time: Include not less than (15) fifteen days for startup and testing.
   5. Punch List and Final Completion: Include not more than (30) thirty days for punch list and final completion.

C. Schedule 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 Division 01 Section "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 Division 01 Section "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 Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
   a. Submittals.
   b. Purchases.
   c. Mockups.
   d. Sample testing.
   e. Deliveries.
   f. Installation.
   g. Tests and inspections.
   h. Adjusting.
   i. Startup and placement into final use and operation.
8. Construction Areas: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
   a. Structural completion.
   b. Permanent space enclosure.
   c. Completion of mechanical installation.
   d. Completion of electrical installation.
   e. Substantial Completion.

D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed and Substantial 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 RFI's.
3. Rejected or unreturned submittals.
4. Notations on returned submittals.

F. Recovery Schedule: When periodic update indicates the Work is (14) fourteen 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.

G. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.

2.2 START-UP CONSTRUCTION SCHEDULE

A. Bar-Chart Schedule: Submit start-up horizontal bar-chart-type construction schedule within (7) seven days of date established for approval. Schedule to start from the Notice of Award.

B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first (90) ninety days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

2.3 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

A. Gantt-Chart Schedule: From the approved Bar Chart Schedule submit a comprehensive, fully developed, horizontal, Gantt-chart-type, Contractor's construction schedule within (30) thirty days Base schedule on the approved startup construction schedule and additional information received since the start of Project.

2.4 REPORTS

A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
   1. List of Prime contractors at Project site.
   2. List of subcontractors at Project site.
   3. Approximate count of personnel at Project site.
   4. Equipment at Project site.
   5. Material deliveries.
   6. High and low temperatures and general weather conditions, including presence of rain or snow.
   7. Accidents.
   8. Meetings and significant decisions.
   9. Unusual events (refer to special reports).
   10. Stoppages, delays, shortages, and losses.
   11. Meter readings and similar recordings.
   12. Emergency procedures.
   13. Orders and requests of authorities having jurisdiction.
   14. Change Orders received and implemented.
   15. Construction Change Directives received and implemented.
   16. Services connected and disconnected.
   17. Equipment or system tests and startups.
   18. Partial completions and occupancies.
   19. Substantial Completions authorized.

B. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.5 SPECIAL REPORTS

A. General: Submit special reports directly to Owner within (1) one day(s) of an occurrence. Distribute copies of report to parties affected by the occurrence.

B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

PART 3 EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Contractor's Construction Schedule Updating: At monthly 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 Owner, Architect, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
   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

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SECTION 013300
SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

B. This specification describes the procedures for submission of submittals and shop drawings using the Architect's information exchange website, Autodesk Forma.
   1. The Contractor will be required to use the Architect's information exchange website, Autodesk Forma, for the transfer of Submittals, Shop Drawings and RFI's. There will be **no exceptions** to this requirement. The contractor will be given a login and password free of charge. For more information follow the procedure below.
      a. Information and instructions for use are available for review by the Contractor by contacting CPL. The Contractor is to provide an email address for the file to be sent. Instructions regarding use of Architect's website will be emailed to the requesting contractor.

C. Related Requirements:
   1. Drawings and general provision of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
   2. Section 013100 - Project Management and Coordination, for submitting coordination drawings and subcontract list and for requirements for web-based Project software.
   3. Section 013200 - Construction Progress Documentation, for submitting schedules and reports, including Contractor's construction schedule.
   4. Section 014000 - Quality Requirements, for submitting test and inspection reports, and schedule of tests and inspections.

1.2 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".

C. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

1.3 DELEGATED-DESIGN SERVICES

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

1. If criteria indicated are insufficient to perform services or certification required, submit a written request for additional information to Architect.

B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF file of certificate, signed and sealed by the responsible design professional, licensed in the state of project location, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
   1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

1.4 SUBMITTAL GENERAL ADMINISTRATIVE REQUIREMENTS

A. The Contractor shall prepare a Submittal Log containing the information required to be submitted under the Submittal article from each respective Specification Section. With each item listed the Contractor shall provide anticipated dates for submission to the Architect. The Architect will review and accept or request that corrections be made for subsequent acceptance. This acceptance will constitute an approval for the submittal, shop drawings and sample submissions to commence. **No Submittals or Shop Drawings will be reviewed by the Architect until an approved Submittal Schedule is in place.**

B. The contractor shall prepare expected submittals in Autodesk Forma that correspond to all submittals listed on the submittal schedule at the time of submission of the submittal log. These expected submittals are to follow the naming conventions laid out in article "1.5 Submittal Schedule" and "1.6 Submittal Identification" of this specification section.

C. The Contractor is responsible for all costs for creating electronic files for the submittal process. The Architect will not provide this service.
   1. The Submittal Cover Sheet, located in Specification Section 006000 Project Forms, shall be used for all Submittals.
      a. An electronic form of the submittal cover is available upon request from the Architect.
   2. The Submittal Cover sheet when scanned to a PDF shall be the first page viewed in the individual file.
      a. Each product submitted within a specification section shall have a Submittal Cover sheet attached. Combined submittals with one cover page will not be accepted
      b. Each Submittal Cover sheet shall be filled in completely. **Files that are sent with the Submittal Cover Sheet missing or not filled in correctly will not be reviewed**. The Architect will send a notice that the submittal is missing information. If the Contractor fails to correct or provide the proper submittal within (15) fifteen days, notice will be provided, and the submittal will be REJECTED.
   3. The Contractor(s) will be provided with a link to upload files to Autodesk Forma. The site address and a "log in" will be provided to the Contractor(s) free of charge.
   4. A read-only Record Submittal Log and RFI Log will be available from Autodesk Forma for the Contractor's reference in checking the status of the submittals and shop drawings.

D. 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 transmittals of different types of submittals from related sections for parts of the work 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 all related submittals are received. Delays associated with the above are not the Architects responsibility and rests solely with the Contractor.

E. Architect's Digital Data Files:
1. Architect will not furnish Contractor with digital drawings for the preparation of shop drawings.

1.5 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. Submit a preliminary, if not final, Submittal Schedule for approval a minimum of (15) fifteen days after award of contract. Failure to submit a submittal schedule within the required time frame will result in the refusal by the Architect to review any submittals. Delays associated with failure to receive the Submittal Schedule are not the Architect's responsibility and rest solely with the Contractor.

B. The information is required to be submitted under the Submittal article from each respective Specification Section. With each item listed, the Contractor shall provide anticipated dates for submission to the Architect. The Architect will review and accept or request that corrections be made for subsequent acceptance. This acceptance will constitute a review for the submittal, shop drawings and sample submissions may commence. No Submittals or Shop Drawings will be reviewed by the Architect until an approved Submittal Schedule is in place.
1. The Submittal Schedule shall be coordinated with the overall Project Schedule to ensure that submittals are submitted and reviewed so as not to delay the Project Schedule.
2. The Architect will not be responsible for ensuring that all required Shop Drawings, Product Data, Samples or similar submittals that are required to be submitted and reviewed under the Contract Documents are submitted by the Contractor. Submissions of Shop Drawings, Product Data, Samples or similar submittals are the Contractor’s sole responsibility. Delays associated with the Contractor’s failure to provide the required submittals are the Contractor's responsibility.
3. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
4. Initial Submittal Schedule: Submit concurrently with startup construction schedule. Include submittals required during the first (30) thirty 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.

5. 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.
6. 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.
   g. Scheduled dates for purchasing.
   h. Scheduled date of fabrication.
   i. Scheduled dates for installation.

1.6 SUBMITTAL IDENTIFICATION

A. Submittal Cover Sheet: Attach one cover sheet for each product, shop drawing or sample. **DO NOT** combine submittals together with one cover sheet for multiple items. They will not be reviewed.

B. Submittal Information: Include the following information in each submittal. Use the submittal cover form found in specification section 006000 Project Forms. An electronic form can be sent to the contractor upon request.
   1. Contractor, Address, Phone/fax and or Email
   2. Contractors Submittal Number.
   3. Architects Project Number (if not filled in by the Architect).
   4. Project Name (if not filled in by the Architect).
   5. Type of submittal being sent (select box).
   6. Product Identification including the following: Provide one submittal cover sheet for each product within a specification section.
      a. Specification Section Number.
      b. Contract Drawing Number.
      c. Product Name.
      d. Specification Reference: Part/Paragraph.
      e. Detail Reference.
      f. Manufacturer.
   7. Contractors Approval: The contractor must acknowledge that they have reviewed the submittal for conformance with the Contract Documents and must sign and date the approval.
   8. Deviation from the Contract Documents: Where the submittal may not meet all of the requirements of the specified item. The contractor must indicate how the submitted item differs from the specified item.
   9. Contractor Comments: Any additional comments by the contractor should be indicated in this space. (Provide an attachment sheet for any other information required that will not fit on the cover sheet).

C. Deviations and Additional Information: On each individual submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information, revisions, line by line comparison and other information requested by Architect. Indicate by highlighting on each submittal or noting on attached separate sheet. Identify options requiring selection by Architect.

D. File Naming for uploading to Autodesk Forma: Each submittal or shop drawing file uploaded to the project on Autodesk Forma, shall have in the file name, the specification section number followed by the submittal number, the submittal abbreviation and the specification section name. For re-submissions an R1 would be added following submittal number. The file name must include the following information:

Example:

081416	001	PD	Flush Wood Doors
Spec Section	Submittal No.	Submittal Abbr	Specification Name

File to Read: 081416-001 PD - Flush Wood Doors

Re-submission to Read: 081416-001-R1 PD - Flush Wood Doors

Submittal Abbreviations required to be used in the file name on submittals are as follows:

CD - Coordination Drawings

CERT - Certification(s)

CLC - Calculations

DD - Design Data

EJ - Engineer's Judgement

LEED - LEED or PD/LEED

O&M - Operations and Maintenance Manuals

PD - Product Data

PHOTO - Photo

QD - Qualification Data

RPT - Report

SAMP - Sample

SCH - Schedule

SEL - Make A Selection

SD - Shop Drawing(s)

STDY - Study

TR - Test Results

WAR - Warranty

E. When uploading submittals or RFI's to Autodesk Forma, complete the online transmittal. The information required is derived from the Contractor's submittal cover sheet or RFI. Instructions for using Autodesk Forma are available from CPL. These instructions can be emailed to the contractor.

1.7 SUBMITTAL DATA AND TESTING REQUIREMENTS

A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment. Each product within a specification section shall have a separate submittal cover.
   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. Send full submittals for each product. Partial submittals will not be reviewed until all required submittal information is received. The Architect will not be responsible for project delays due to the Contractor's failure to submit the required submittal information in a complete package.
   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 for each shop drawing. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal based on Architect's digital data drawing files is otherwise permitted.
   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. Description any conflicts with other trades.
      h. Seal and signature of professional engineer if specified.

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. If samples are delivered with product data, only the samples will be reviewed. The Product Data must be uploaded to Autodesk Forma. A duplicate submittal cover sheet is to be uploaded to Autodesk Forma as a record of sample delivery.
      a. The Product Data is to be loaded concurrent with the delivery of samples. Samples may be delivered/given to the Architect. In the remarks column of the transmittal place “given to the Architect”.
   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.
      g. In addition to all hard copy and physical samples submitted, duplicate digital submittal is to be produced for review, record and tracking purposes through Autodesk Forma. Include same information as above as well as a high resolution, color, digital image of all samples with labeled information clearly visible for each physical sample.
   3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
      a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
      b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
   4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units, showing the full range of colors, textures, and patterns available.
      a. Number of Samples: Submit (1) 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.
   5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
      a. Number of Samples: Submit (3) three sets of Samples. Architect will retain (2) two Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a project record Sample.

1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least (3) three sets of paired units that show approximate limits of variations.

D. Information requirements for each submittal: Where submittal is requiring Schedules, Product Data, Qualification Data, Design Data, Certificates and Tests use the following protocol.
1. Schedules: 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:
2. Product Data: Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
   a. Manufacturer and product name, and model number if applicable.
   b. Number and name of room or space.
   c. Location within room or space.
3. 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.
4. 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.
5. Certificates:
   a. 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.
   b. Insert definition of Contractor certificates here if required by individual Specification Sections. See the Evaluations.
   c. 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.
   d. 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.
   e. Material Certificates: Submit written statements on manufacturer's letterhead, certifying that material complies with requirements in the Contract Documents.
   f. Product Certificates: Submit written statements on manufacturer's letterhead, certifying that product complies with requirements in the Contract Documents.
   g. 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. 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.

i. 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.
j. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
k. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

6. Test and Research Reports:
   a. 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.
   b. 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.
   c. 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.
   d. 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.
   e. 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.
   f. 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:
      1) Name of evaluation organization.
      2) Date of evaluation.
      3) Time period when report is in effect.
      4) Product and manufacturers' names.
      5) Description of product.
      6) Test procedures and results.
      7) Limitations of use.

E. Submit the following submittals: Within (15) fifteen days of contract award.
   1. Submittal Schedule including dates of anticipated review and approval.
      a. No submittals will be reviewed without an approved Submittal Schedule in place.
   2. Subcontractor List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
      a. Name, address, telephone number and email address of entities performing subcontract or supplying products.
      b. Number and title of related Specification Section(s) covered by subcontract.
   3. Contractor's Construction Schedule: Comply with requirements specified in Section 013200 "Construction Progress Documentation".

4. Schedule of Values: Comply with requirements specified in Section 012900 "Payment Procedures".

F. Submit with in the first (30) thirty days after Contract Award
1. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Section 014329 "Special Inspections".
2. 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.
3. 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 primers and substrate preparation needed for adhesion.

G. Submit Field Test Reports during construction within (15) fifteen days of the testing date and as follows:
1. 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.

H. Submit a minimum (30) thirty days prior to Project Closeout:
1. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 017700 "Closeout Procedures".
2. Maintenance Data: Comply with requirements specified in Division 01 Section 017823 "Operation and Maintenance Data".

1.8 SUBMITTAL PROCESSING

A. Processing Time: Allow time for submittal review, including time for re-submittals, 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 re-submittals.

B. The architect will not be responsible for project delays due to the contractor’s failure to submit the required submittal information in time to allow for review based on the stipulated review time and to meet the project schedule.

C. Initial Review: Allow (10) ten Business 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.

D. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.

E. Re-submittal Review: Allow (10) ten Business days for review of each re-submittal.

F. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow (21) twenty-one Business days for initial review of each submittal.

G. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Architect and to Architect's consultants, allow (15) fifteen Business days for review of each submittal. Submittal will be returned to Architect before being returned to Contractor.

H. Where submittal are required to be approved that are part of an assembly or for items such as finishes where color selections are required. The submittal will be retained until all of the information related to these systems and color selections is provided and accepted.

I. Products with multiple submittals may be held until all necessary information has been submitted for architect to make a complete review. Submittals dependent on coordinating information from related or dependent products; or products with critical interface with other products may be held until all information is submitted for architect to make a complete review and coordinate all required information. EXAMPLE: door frames will not be reviewed without door hardware.

J. 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 reviewed notation from Architect's action stamp.

K. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.

1.9 SUBMITTAL PROCEDURES

A. 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.

B. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.

C. 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.

D. 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.

E. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

F. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

G. 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.

H. 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.

I. 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:
   1. Name of evaluation organization.
   2. Date of evaluation.
   3. Time period when report is in effect.
   4. Product and manufacturers' names.
   5. Description of product.
   6. Test procedures and results.
   7. Limitations of use.

J. Schedule of Tests and Inspections: Comply with requirements specified in Division 01 Section "Quality Requirements".

K. 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.

L. 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 primers and substrate preparation needed for adhesion.

M. 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.

N. Maintenance Data: Comply with requirements specified in Division 01 Section "Operation and Maintenance Data".

O. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

1.10 CONTRACTOR'S REVIEW

A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.

B. Contractors Approval: Provide Contractor's approval signature and date on the Submittal Cover sheet certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

1.11 ARCHITECT'S ACTION

A. Submittals: Architect will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect will respond to each submittal indicating one of the following actions required:
   1. NO EXCEPTIONS TAKEN (NET): Architect takes no exception to the submittal. This part of the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents; final acceptance will depend upon that compliance.
   2. FURNISH AS CORRECTED (FAC): No exceptions taken except what is identified by the Architect. The part of the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents; final acceptance will depend on that compliance. Furnish any additional related information as requested.
   3. REVISE AND RESUBMIT (RAR): Revise the submittal based on the Architects comments and resubmit the submittal. Do not proceed with that part of the Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal in accordance with the notations; resubmit without delay. Repeat if necessary to obtain a different action mark.
      a. Do not permit submittals marked “Revise and Resubmit” to be used at the Project Site, or elsewhere where Work is in progress.
   4. REJECTED (REJ): The submittal is rejected. See Architects comments on why submittal was rejected.
      a. Submittal has not been reviewed by the Contractor and so noted.
      b. Submittal has been prepared without due regard for information called for or logically implied by the Contract Documents.
      c. Information is not sufficiently complete or accurate to verify that work represented is in accordance with the Contract Documents.
      d. Do not permit submittals marked “Rejected” to be used at the Project Site, or elsewhere where Work is in progress.
   5. NO ACTION TAKEN (NAT): The submittal is not required and will not be reviewed.

B. Submittals by Autodesk Forma: Architect will indicate, on Autodesk Forma, the appropriate action.

C. Informational Submittals: Architect will review each submittal and will not return it or will return it if it does not comply with requirements. The Architect's action will be noted in Autodesk Forma.

D. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect. The Architect's action will be noted in Autodesk Forma and noted as a partial review until a full submittal can be received.

E. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for re-submittal without review.

F. Submittals not required by the Contract Documents will not be reviewed and will receive no action.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 013300

SECTION 014000
QUALITY REQUIREMENTS

PART 1 GENERAL

1.1 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 and Owner or authorities having jurisdiction are not limited by provisions of this Section.

C. Related Requirements:
   1. Drawings and general provision of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
   2. Divisions 02 through 49 Sections for specific test and inspection requirements.

1.2 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. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.

C. Mockups: Full size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.
   1. Integrated Exterior Mockups: Mockups of the exterior envelope erected separately from the building but on Project site, consisting of multiple products, assemblies, and subassemblies.
   2. Room Mockups: Mockups of typical interior spaces complete with wall, floor, and ceiling finishes, doors, windows, millwork, casework, specialties, furnishings and equipment, and lighting.

D. Preconstruction Testing: Tests and inspections performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.

E. 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.

F. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.

G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

I. 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 or trades.

J. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of (5) five Projects similar in nature, size, and extent of this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.3 DELEGATED-DESIGN SERVICES

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
   1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

B. Delegated-Design Services Statement: Submit a statement signed and sealed by the responsible design professional, licensed in the state of project location, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.
   1. The design professional shall be licensed to perform professional design services In the jurisdiction of the project location.

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 ACTION SUBMITTALS

A. Shop Drawings: For integrated exterior mockups, provide plans, sections, and elevations, indicating materials and size of mockup construction.
   1. Indicate manufacturer and model number of individual components.
   2. Provide axonometric drawings for conditions difficult to illustrate in two dimensions.

1.6 INFORMATIONAL SUBMITTALS

A. 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 the Architect.
   2. Main wind-force resisting system or a wind-resisting component listed in the wind-force-resisting system quality assurance plan prepared by the Architect.

B. 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.

C. 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.

1.7 REPORTS AND DOCUMENTS

A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
   1. Date of issue.
   2. Project title and number.
   3. Name, address, and telephone number of testing agency.
   4. Dates and locations of samples and tests or inspections.
   5. Names of individuals making tests and inspections.

6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and re-inspecting.

B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, and telephone number of technical representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.
3. Statement that products at Project site comply with requirements.
4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
6. Statement whether conditions, products, and installation will affect warranty.
7. Other required items indicated in individual Specification Sections.

C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, and telephone number of factory-authorized service representative making report.
2. Statement that equipment complies with requirements.
3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
4. Statement whether conditions, products, and installation will affect warranty.
5. Other required items indicated in individual Specification Sections.

D. 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 with (5) five years' experience 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 with (5) five years' experience 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 with (5) five years' experience 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. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.

F. 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.

G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E329; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
   1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
   2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.

H. 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.

I. 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.

J. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
   1. Contractor responsibilities include the following:
      a. Provide test specimens representative of proposed products and construction.
      b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
      c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
      d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.

e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
f. When testing is complete, remove test specimens, assemblies, mockups; do not reuse products on Project.

2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

K. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
1. Build mockups in location indicated or, if not indicated, as directed by Architect.
2. Notify Architect (7) seven days in advance of dates and times when mockups will be constructed.
3. Employ supervisory personnel who will oversee mockup construction. Employ workers who will be employed to perform same tasks during the construction at Project.
4. Demonstrate the proposed range of aesthetic effects and workmanship.
5. Obtain Architect's approval of mockups before starting corresponding Work, fabrication, or construction.
a. Allow (7) seven days for initial review and each re-review of each mockup.
6. Promptly correct unsatisfactory conditions noted by Architect's preliminary review, to the satisfaction of the Architect, before completion of final mockup.
7. Approval of mockups by the Architect does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
8. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
9. Demolish and remove mockups when directed unless otherwise indicated.

L. Integrated Exterior Mockups: Construct integrated exterior mockup as indicated on Drawings. Coordinate installation of exterior envelope materials and products for which mockups are required in individual Specification Sections, along with supporting materials. Comply with requirements in "Mockups" Paragraph.
1. Coordinate construction of the mockup to allow observation of air barrier installation, flashings, air barrier integration with fenestration systems, and other portions of the building air/moisture barrier and drainage assemblies, prior to installation of veneer, cladding elements, and other components that will obscure the work.

M. Room Mockups: Construct room mockups as indicated on Drawings, incorporating required materials and assemblies, finished according to requirements. Provide required lighting and additional lighting where required to enable Architect to evaluate quality of the Work. Comply with requirements in "Mockups" Paragraph.

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 re-inspecting 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.
3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
6. Notify testing agencies at least (24) twenty four hours in advance of time when Work that requires testing or inspecting will be performed.

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 Division 01 Section "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/Re-inspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and re-inspecting, 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. Preliminary design mix proposed for use for material mixes that require control by testing agency.
   6. 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.

1.10 QUALITY-CONTROL PLAN

A. Contractor's Quality-Control Plan, The Contractor shall submit quality-control plan within (10) ten days of Notice of Award, and not less than (5) 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 and to coordinate Owner's quality-assurance and quality-control activities. Coordinate with Contractor's Construction Schedule.

B. Quality-Control Personnel Qualifications: Engage qualified personnel trained and experienced in managing and executing quality-assurance and quality-control procedures similar in nature and extent to those required for Project.
   1. Project quality-control manager may also serve as Project Superintendent.

C. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review.

D. Testing and Inspection: 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 tests and inspections. Distinguish source quality-control tests and inspections from field quality-control tests 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 the 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.

1.11 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 the Owner 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 a 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 re-inspecting corrected work.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 TEST AND INSPECTION LOG

A. Prepare a record of tests and inspections. Include the following:
   1. Date test or inspection was conducted.
   2. Description of the Work tested or inspected.
   3. Date test or inspection results were transmitted to Architect.
   4. Identification of testing agency or special inspector conducting test or inspection.

B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for 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 Division 01 Section "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

SECTION 014200
REFERENCE STANDARDS

PART 1 GENERAL

1.1 KEY 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": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.

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.

1.2 DEFINITIONS

A. Air Handling Unit: A blower or fan used for the purpose of distributing supply air to a room, space or area.

B. Approved Agency: An established and recognized agency regularly engaged in conducting tests or furnishing inspection services, when such agency has been approved according to the requirements established in this Section and as required by the Code Official having jurisdiction over this project.

C. Architect: Other terms including “Architect/Engineer” and “Engineer” have the same meaning as "Architect".

D. Company Field Adviser: An employee of the Company which lists and markets the primary components of the system under the name who is certified in writing by the Company to be technically qualified in design, installation, and servicing of the required products or an employee of an organization certified by the foregoing Company to be technically qualified in design, installation, and serving of the required products. Personnel involved solely in sales do not qualify.

E. Concealed Location: A location that cannot be accessed without damaging permanent parts of the building structure or finish surface. Spaces above, below or behind readily removable panels or doors shall not be considered as concealed.

F. Concealed Piping: Piping that is located in a concealed location. (See "concealed location".)

G. Connect: A term contraction and unless otherwise specifically noted is to mean " The labor and materials necessary to join or attach equipment, materials or systems to perform the functions intended".

H. Construction Manager: Construction Manager's Name.

I. Drain: Any pipe that carries wastewater or water-borne wastes in a building drainage system.

J. Drainage Fittings: Type of fitting or fittings utilized in the drainage system. Drainage fittings are similar to cast-iron fittings, except that instead of having a bell and spigot, drainage fittings are recessed and tapped to eliminate ridges on the inside of the installed pipe.

K. Drainage System: Piping within a public or private premise that conveys sewage, rainwater or other liquid wastes to a point of disposal. A drainage system does not include the mains of a public sewer system or a private or public sewage treatment or disposal plant.
   1. Building Gravity: A drainage system that drains by gravity into the building sewer.
   2. Sanitary: A drainage system that carries sewage and excludes storm, surface and ground water.
   3. Storm: A drainage system that carries rainwater, surface water, condensate, cooling water or similar liquid wastes.

L. Duct: A tube or conduit utilized for conveying air. The air passages of self-contained systems are not to be construed as air ducts.

M. Duct System: A continuous passageway for the transmission of air that, in addition to ducts, includes duct fittings, dampers, plenums, fans and accessory air-handling equipment and appliances.

N. Experienced: When used with an entity, "experienced" means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

O. Headroom: Minimum clearance between the floor and the underside of the point of lowest installed mechanical construction above. In case of stairways and walkways, the minimum clearance between the step or surface of the walkway and the lowest installed mechanical construction above the stairway or the walkway.

P. Include: When used in any form other than "inclusive", is non-limiting and is not intended to mean "all-inclusive."

Q. 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."

R. Inspection Certificate: Identification applied on a product by an approved agency containing the name of the manufacturer, the function and performance characteristics, and the name and identification of an approved agency that indicates that the product or material has been inspected and evaluated by an approved agency.

S. Installer: An installer is the Contractor or another entity engaged by the Contractor, either as an employee, subcontractor, or contractor of lower tier, to perform a particular construction activity, including installation, erection, application, or similar operations. Installers are required to be experienced in the operations they are engaged to perform.
   1. Trades: Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespersons of the corresponding generic name.
   2. Assigning Specialists: Certain Sections of the Specifications require that specific construction activities shall be performed by specialists who are recognized experts in those operations. The specialists must be engaged for those activities, and their assignments are requirements over which the Contractor has no option. However, the ultimate responsibility for fulfilling contract requirements remains with the Contractor.
   3. This requirement shall not be interpreted to conflict with enforcing building codes and similar regulations governing the Work. It is also not intended to interfere with local trade-union jurisdictional settlements and similar conventions.

T. Label: An identification applied on a product by the manufacturer that contains the name of the manufacturer, the function and performance characteristics of the product or material, and the name and identification of an approved agency and that indicates that the representative sample of the product or material has been tested and evaluated by an approved agency.

U. Location:
   1. Damp Location: Partially protected locations under canopies, marquees, roofed open porches and like locations, and interior locations subject to moderate degrees of moisture, such as some basements, some barns and some cold-storage warehouses.
   2. Dry Location: A location not normally subject to dampness or wetness. A location classified as dry may be temporarily subject to dampness or wetness, as in the case of a building under construction.
   3. Wet Location: Installations underground or in concrete slabs or masonry in direct contact with the earth and locations subject to saturation with water or other liquids, such as vehicle-washing areas, and locations exposed to weather and unprotected.

V. Manufacturer’s Designation: Identification applied on a product by the manufacturer indicating that a product or material complies with a specified standard or set of rules (see also "Inspection Certificate," "Label" and "Mark").

W. Mark: An identification applied on a product by the manufacturer indicating the name of the manufacturer and the function of a product or material (see also "Inspection Certificate," "Label" and "Manufacturer's Designation").

X. Mechanical: Other terms including “HVAC”, “Plumbing”, “Sprinkler”, “Laboratory Equipment”, “Food Service Equipment”, “Laundry Equipment”, and “Refrigeration” have the same meaning as "Mechanical".

Y. Owner: ERIE COUNTY DEPARTMENT OF PUBLIC WORKS.

Z. Piping: This term includes pipe, tube and appurtenant fittings, flanges, valves, traps, hangers and supports.

AA. Piping, Concealed: Piping built into construction and not accessible without removal of construction Work such as masonry, plaster or other finish material, and piping installed in floors, furred spaces, suspended ceilings, non-walk-in tunnels, conduits, and behind removable panels and cabinet doors.

BB. Piping, Distribution: Domestic water supply piping, starting with a connection to service piping, and continuing throughout the building to point of connection to equipment and fixture supply piping.

CC. Piping, Exposed: Piping directly accessible by normal accesses without removal of any construction Work or material.

DD. Piping, Service: Underground domestic water supply piping with a connection to a water main or supply as noted, and continuing to and into a building and terminating with the exposed fitting inside the building.

EE. Piping, Tunnel: Piping installed in walk-in or non-walk-in tunnels or conduits up to first shut-off valve inside building.

FF. Plumbing System: Includes the water supply and distribution pipes; plumbing fixtures and traps; water-treating or water-using equipment; soil, waste and vent pipes; and sanitary and storm sewers and building drains, in addition to their respective connections, devices and appurtenances within a structure or premises.

GG. Product: As used includes materials, systems and equipment.

HH. Registered Design Professional: An individual who is a registered architect (RA) in accordance with Article 147 of the New York State Education Law or a licensed professional engineer (PE) in accordance with Article 145 of the New York State Education Law.

II. Space, Finished: A space which has a finishing material applied to walls or ceilings, such as paint, plaster, ceramic tile, enamel glazing, face brick, vinyl wall covering, etc. to provide a finished appearance or which will have such finishes applied under a related Contract.

JJ. Space, Unfinished: A space which does not meet the definition of a finished space.

KK. Special Inspection: Inspection as herein required of the materials, installation, fabrication, erection, or placement of components and connections requiring special expertise to ensure compliance with approved construction documents and referenced standards.

LL. Steam-Heating Boiler: A boiler operated at pressures not exceeding 15 psi for steam.

MM. Supplier: Any person or organization who supplies materials or equipment for the work, including that fabricated to a special design.

NN. Utility: Any gas, steam, water, sanitary sewer, storm sewer, electrical or other such service.

OO. Water Supply System: The water service pipe, water distribution pipes, and the necessary connecting pipes, fittings, control valves and all appurtenances in or adjacent to the structure or premises.

1. Chilled: Water-cooled by refrigeration.
2. Cold: Water with at temperature between 33 degrees F and 80 degrees F and which is neither cooled nor heated mechanically.
3. Domestic: Water for use in buildings, except water used in connection with space heating and space cooling.
4. High Temperature: Water with a supply water temperature above 350 degrees.
5. Hot: Water at a temperature greater than or equal to 110ºF.

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. Conflicting Requirements: 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 uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding.

1. 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.

D. 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

AA	Aluminum Association, Inc. (The)
AABC	Associated Air Balance Council
AAALAC	Association for Assessment and Accreditation of Laboratory Animal Care
AAMA	American Architectural Manufacturers Association
AASHTO	American Association of State Highway and Transportation Officials
ACI	ACI International (American Concrete Institute)
ACPA	American Concrete Pipe Association

AF&PA	American Forest & Paper Association
AGA	American Gas Association
AGC	Associated General Contractors of America (The)
AHA	American Hardboard Association (part of CPA)
AI	Asphalt Institute
AIA	American Institute of Architects (The)
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ALSC	American Lumber Standard Committee, Incorporated
AMCA	Air Movement and Control Association International, Inc.
ANSI	American National Standards Institute
AOSA	Association of Official Seed Analysts, Inc.
APA	Architectural Precast Association
APA	APA - The Engineered Wood Association
ARI	Air-Conditioning & Refrigeration Institute
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers

ASME	ASME International
ASSE	American Society of Sanitary Engineering
ASTM	ASTM International
AWCMA	American Window Covering Manufacturers Association (WCSC)
AWI	Architectural Woodwork Institute
AWPA	American Wood-Preservers' Association
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturers Association
BIA	Brick Industry Association (The)
CBM	Certified Ballast Manufacturers
CCC	Carpet Cushion Council
CDA	Copper Development Association
CISCA	Ceilings & Interior Systems Construction Association
CISPI	Cast Iron Soil Pipe Institute
CLFMI	Chain Link Fence Manufacturers Institute
CPA	Composite Panel Association
CRI	Carpet & Rug Institute (The)
CRSI	Concrete Reinforcing Steel Institute

CSI	Cast Stone Institute
CSI	Construction Specifications Institute (The)
CTI	Cooling Technology Institute
DHI	Door and Hardware Institute
EIA	Electronic Industries Alliance
EIMA	EIFS Industry Members Association
EJCDC	Engineers Joint Contract Documents Committee
EJMA	Expansion Joint Manufacturers Association, Inc.
ESD	ESD Association
FM Approvals	Factory Mutual Approvals
FSA	Fluid Sealing Association
GA	Gypsum Association
GANA	Glass Association of North America
GSI	Geosynthetic Institute
HI	Hydraulic Institute
HI	Hydronics Institute
HMMA	Hollow Metal Manufacturers Association
HPVA	Hardwood Plywood & Veneer Association
ICEA	Insulated Cable Engineers Association, Inc

ICRI	International Concrete Repair Institute, Inc.
IEC	International Electrotechnical Commission
IEEE	Institute of Electrical and Electronics Engineers, Inc. (The)
IESNA	Illuminating Engineering Society of North America
IEST	Institute of Environmental Sciences and Technology
IGCC	Insulating Glass Certification Council
IGMA	Insulating Glass Manufacturers Alliance
ILI	Indiana Limestone Institute of America, Inc.
IPCEA	Insulated Power Cable Engineer Associates
ISO	International Organization for Standardization
ISSFA	International Solid Surface Fabricators Association
ITU	International Telecommunication Union
KCMA	Kitchen Cabinet Manufacturers Association
LEED	Leadership in Energy and Environmental Design
MBMA	Metal Building Manufacturers Association
MFMA	Maple Flooring Manufacturers Association, Inc.

MFMA	Metal Framing Manufacturers Association, Inc.
MIA	Marble Institute of America
MPI	Master Painters Institute
MSS	Manufacturers Standardization Society of The Valve and Fittings Industry Inc.
NAAMM	National Association of Architectural Metal Manufacturers
NACE	NACE International
NADCA	National Air Duct Cleaners Association
NAIMA	North American Insulation Manufacturers Association
NCMA	National Concrete Masonry Association
NCPI	National Clay Pipe Institute
NCTA	National Cable & Telecommunications Association
NEBB	National Environmental Balancing Bureau
NECA	National Electrical Contractors Association
NeLMA	Northeastern Lumber Manufacturers' Association
NEMA	National Electrical Manufacturers Association
NETA	National Electrical Testing Association
NFHS	National Federation of State High School Associations

NFPA	National Fire Protection Association
NFRC	National Fenestration Rating Council
NGA	National Glass Association
NHLA	National Hardwood Lumber Association
NLGA	National Lumber Grades Authority
NOFMA	NOFMA: The Wood Flooring Manufacturers Association
NRCA	National Roofing Contractors Association
NRMCA	National Ready Mixed Concrete Association
NSF	NSF International (National Sanitation Foundation International)
NSSGA	National Stone, Sand & Gravel Association
NTMA	National Terrazzo & Mosaic Association, Inc. (The)
NWWDA	National Wood Window and Door Association (WDMA)
PCI	Precast/Prestressed Concrete Institute
PDCA	Painting & Decorating Contractors of America
PDI	Plumbing & Drainage Institute
PGI	PVC Geomembrane Institute
PTI	Post-Tensioning Institute
RCSC	Research Council on Structural Connections

RFCI	Resilient Floor Covering Institute
SAE	SAE International
SDI	Steel Deck Institute
SDI	Steel Door Institute
SEFA	Scientific Equipment and Furniture Association
SEI/ASCE	Structural Engineering Institute/American Society of Civil Engineers
SGCC	Safety Glazing Certification Council
SIA	Security Industry Association
SIGMA	Sealed Insulating Glass Manufacturers Association
SJI	Steel Joist Institute
SMA	Screen Manufacturers Association
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association
SPIB	Southern Pine Inspection Bureau (The)
SPRI	Single Ply Roofing Industry
SSINA	Specialty Steel Industry of North America
SSPC	SSPC: The Society for Protective Coatings
STI	Steel Tank Institute

SWRI	Sealant, Waterproofing, & Restoration Institute
TCA	Tile Council of America, Inc.

1.5 FEDERAL GOVERNMENT AGENCIES:

A. 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. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

CE	Army Corps of Engineers
CPSC	Consumer Product Safety Commission
DOC	Department of Commerce
DOD	Department of Defense
DOE	Department of Energy
EPA	Environmental Protection Agency
FAA	Federal Aviation Administration
FCC	Federal Communications Commission
FDA	Food and Drug Administration
GSA	General Services Administration
HUD	Department of Housing and Urban Development
NIST	National Institute of Standards and Technology
OSHA	Occupational Safety & Health Administration
PHS	Office of Public Health and Science

SD	State Department
TRB	Transportation Research Board
USDA	Department of Agriculture
USPS	Postal Service

B. Codes, 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.

ADAAG	Americans with Disabilities Act (ADA) Accessibility Guidelines
BCNYS	Building Code of New York State
CFR	Code of Federal Regulations
DOD	Department of Defense Military Specifications and Standards
FS	Federal Specification
MILSPEC	Military Specification and Standards

1.6 OTHER TERMS OR ACRONYMS:

A. Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name in the following list.

1. ACM: Asbestos Containing Materials
2. ACT: Acoustical Ceiling Tile
3. ICRA: Infection Control Risk Assessment
4. LVT: Luxury Vinyl Tile
5. SFRM: Spray on Fire Resistive Materials
6. TIS: Thermal Insulation System
7. VAT: Vinyl Asbestos Tile
8. VCT: Vinyl Composition Tile
9. VQT: Vinyl Quartz Tile

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 014200

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SECTION 014529
ASBESTOS TESTING LABORATORY SERVICES (NYS)

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Air monitoring services for asbestos removal provided by the Owner.
   2. Security expenses incurred by the Owner when building is unoccupied.

B. Related Requirements:
   1. Drawings and general provision of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 PERFORMANCE REQUIREMENTS

A. General: Provide air monitoring for the Owner to verify that the building areas beyond the asbestos abatement work areas and the exterior environment remain uncontaminated.
   1. Upon completion of abatement activities, verify that elevated airborne fiber count encountered during abatement operations have been reduced to an acceptable level.

B. Regulatory Requirements: Comply with the current and applicable portions of the following:
   1. New York State Regulations:
      a. 12NYCRR56, referred to as “Code Rule 56” of the NYS Codes, Rules and Regulations (Statutory Authority: New York State Labor Law Section 906).
         1) Exception: Variances obtained in accordance with Article 30 of the Labor Law.
      b. New York State School Asbestos Safety Act (SASA).
   2. Regulations and Requirements of Federal Agencies:
      a. Occupational Safety and Health Administration (OSHA).
      b. United States Environmental Protection Agency (EPA).
      c. 40 CFR Part 763 Subpart E (AHERA) Appendix A unless permitted otherwise by the N.Y. State Department of Labor, EPA, and the Owner's Representative.

1.3 SUBMITTALS

A. Proposed Materials and Equipment: List by brand name and model number including, but not necessarily limited to, the following:
   1. Sampling pumps.
   2. Sampling stands.
   3. Flow meters.
   4. Sample cassettes.
   5. Sample filters.
   6. Aggressive sampling equipment.
   7. Microscopes.

B. Qualification Data: For qualified testing laboratory, including the following:
   1. Current NYS Asbestos Contractor’s License.

2. Certificate of the Environmental Laboratory Approval Program (ELAP).
3. List of the names, addresses and telephone numbers of all laboratory technical personnel employed on the project.
4. Current State and Federal licenses and certifications, analyst qualifications, respirator fit tests and medical screenings for all personnel.
5. Lab CIH and field supervisor CIH's, ABIH and/or PIH's Certificate.

C. Sampling Plan: Proposed plan for sampling based on the air monitor's understanding of the project. The plan shall include:
1. Number and type of samples to be collected on each date.
2. Proposed methodologies for collection and analyzing samples.

D. References: Not less than three (3) three names and telephone numbers from New York State Public School Districts (K-12) in which asbestos project consultation has been approved.

1.4 QUALITY ASSURANCE

A. Daily Recordkeeping:
1. For all records, each sheet shall include all necessary “who, what, when, how” data by minimally including project, work area, location, dates, times, type, person doing the work, applicable observations, and sample I.D. instruments used.
2. Field sheets shall be kept for each sample during collection. Field sheets shall additionally include start/stop times of pumps, sample I.D. number, air volumes, machine used, filters, calibration data, Owner's Representative sign-off, etc. For exterior samples, include temperature, wind speed and direction, and precipitation data.
3. A chain of custody form shall be initiated for each sample in the field. The form shall be kept with the sample and updated as the sample changes possession.
4. Samples will be logged in at the laboratory, and a separate lab sheet (or combined with field sheet) shall be kept, for all lab data, for each sample, equipment used, count, methodology, calculations and interpretations.
5. Daily field sheets, lab analysis and chain of custody sheets, for each work area set of samples, shall be kept together with a summary cover sheet indicating general data above, specific fiber counts for each sample, plus applicable calculations, status of blanks, and interpretations of "pass" or "failed". Phone notification data shall also be included. These shall all be stapled together at the upper left-hand corner. This shall comprise a "Daily Progress Report" for that work area.
6. This Recordkeeping format shall also apply to samples taken prior to commencement of work and for final air clearance.

B. Documentation:
1. Weekly Air Monitoring Results: At the beginning of each week (Monday) written summary results of the prior week’s air samples shall be submitted to the School District's Environmental Safety Office. Each work area shall have a summary of daily analysis including a listing of counts for each sample with locations indicated and interpretation results.

2. Close-out Documentation: Within (2) two weeks from the completion of the project, the air monitoring contractor shall submit three (3) three bound copies of a final report; (1) one copy to the Project Inspector, (2) two copies to the School District's Environmental Safety Office. The final reports shall be broken down by each work area including:
    a. Project Executive Summary per work area including an overall project description, a summary "Daily Progress Reports", dates of non-compliance, reasons, actions taken by Asbestos Abatement Contractor to bring into compliance. Final air clearance interpretation.
    b. "Daily Progress Reports" includes field logs, calculations, lab logs, counts, interpretations, chain of custody documents. All organized consecutively by days.
    c. Final Clearance PCM Sample Results, counts, calculations, and interpretations.
    d. Final Clearance TEM Sample Results, counts, calculations, and interpretations.
    e. Floor plans for each work area identifying exact sample locations including separate drawings for pre-abatement, during abatement, and final clearance sampling.
    f. Certified Industrial Hygienist Certification (Stamp).
    g. Air sample pump and rotometer calibration records.
    h. A copy of all start of work submittals required in the SUBMITTALS article of this Section.

C. Worker Protection:
1. The air-monitoring contractor shall supply all air-sampling technicians with the proper respiratory protection and training.
2. The air-sampling technicians shall enter and exit the work areas using the protocols established for personal decontamination for asbestos projects.

D. Supervision: Supervise and certify by a CIH or a Professional Industrial Hygienist (PIH) all air monitoring practices and procedures. The PIH's responsibilities shall include:
1. Review and become familiar with the asbestos project specifications.
2. Attend at a minimum the initial pre-abatement meeting.
3. Review and document that preliminary, concurrent, and final air sampling and pump calibration techniques conform to AHERA and New York State asbestos abatement regulations.
4. Visit the project site at a minimum of one time per week, accompanied by School District's Director of Environmental Safety, to document and insure proper sampling techniques, methods and equipment are being utilized and conform to AHERA and New York State requirements.
5. Review and certify (stamp) final reports.

1.5 COORDINATION

A. General: Coordinate the activities of the air-sampling technicians with the abatement contractor and Owner's Representative.

B. Collect air samples, 24 hours a day, seven days a week, as instructed by the Owner's Representative.
1. Present the field sheet to the Owner's Representative to be initialed and dated prior to leaving the site.

2. Unless otherwise instructed by the Owner's Representative, air sampling shall be performed during the abatement contractor's shift.

PART 2 PRODUCTS

2.1 MATERIALS AND EQUIPMENT

A. General: Provide all necessary and proper materials and equipment, canisters, filters, etc. to obtain and process air samples.

PART 3 EXECUTION

3.1 SAMPLES

A. Air sampling shall occur continuously during all shift hours of the contractors per Code Rule 56. Minimally this shall be assumed as 9 hours per day, 7 days a week.

B. The air-sampling technician shall calibrate sampling pumps on site at least once before, once at the midpoint and once after the collection of samples, and record in the field sheets.

C. Where possible, sample locations shall be at least 3-feet from any wall or column and 2-feet above the floor. Sampler shall be supported by a stand.

D. For clearance sampling, the air sampling technician shall provide aggressive air sampling per Rule 56 and as follows:
   1. First direct the exhaust of a leaf blower against all walls, ceilings, floors, ledges, and other surfaces in the work area.
   2. Continue agitation for at least five minutes per every 1,000 sf of floor space. Following this aggressive agitation, the air-sampling technician shall use at least one 20-inch fan per 10,000 cubic feet of work area space for continuous agitation.
   3. The fan shall be operated on low speed and pointed toward the ceiling.
   4. Sampling pumps shall be started after the fans are started and stopped before the fans are stopped.

3.2 ANALYSIS

A. Samples shall be logged on a permanently bound logbook at the laboratory. No whiteout will be used to make corrections.

B. All lab counts, data and analysis shall be recorded on a lab summary sheet for each sample.

C. When both TEM and PCM Clearance samples are collected, PCM samples shall be analyzed first. TEM samples will be analyzed only if PCM samples pass clearance criteria.
   1. If TEM samples are analyzed, they shall be analyzed one at a time until the number of asbestos structures counted total 350, or one more sample is found to have 140 asbestos structures. If, and only if, neither of these cases is found, then all TEM samples will be analyzed.

D. Analytical Methods: The following methods shall be used in analyzing filters used to collect air samples:
   1. Cellulose ester filters (PCM) shall be analyzed using NIOSH 7400. This analysis shall be carried out at a laboratory located off the job site.

2. Polycarbonate filers (TEM) shall be analyzed using AHERA Counting Protocol analysis per EPA.

E. If blank samples analysis causes that batch of samples to be suspect so as to cause resampling that shall be done at no cost to the Owner.

3.3 INTERPRETATIONS

A. Daily monitoring sample results shall be daily compared to all requirement levels per Rule 56. If they exceed background or .01 fibers per C.C., Air Monitoring Contractor shall fail the daily sample. If all samples are satisfactory, the summary sheet shall so indicate.
1. Final Clearance Monitoring: Satisfactory levels.

B. For Code Rule 56 PCM Analysis: The clearance air monitoring results shall be considered satisfactory when every sample demonstrates an airborne concentration of asbestos fibers of less than 0.01 fibers per cubic centimeter, or the background level, whichever is greater.

C. For AHERA TEM Analysis: Clearance shall be satisfactory per AHERA protocols including: If the mean average of all the inside samples have asbestos structure concentrations at or below 70 s/mm' and the average airborne asbestos concentrations inside the area is not higher than the average outside calculated by the "Z" Test. All analysis to be per AHERA requirements.

D. Passing of PCM/56 criteria shall satisfy that requirement. Further work by the Asbestos Abatement Contractor, daily monitoring, and clearance retesting need only be done to satisfy the failed TEM method. If PCM/56 sampling fails, TEM samples will be discarded unanalyzed and the clearance has failed. Recleaning and resampling is required for both the PCM and TEM.

3.4 NOTIFICATION

A. Results for pre-abatement and daily abatement sampling shall be reported to the Owner's Representative and the Asbestos Abatement Contractor within 48 hours with the exception that the few final daily sample results must be reported to the Owner's Representative within 24 hours of the clearance sampling. Results for clearance sampling and roofing work area samples shall be reported to the Owner's Representative and the Asbestos Abatement Contractor within 24 hours.

B. If any daily monitoring of clearance sampling fails, the Asbestos Abatement Contractor shall immediately notify the Owner's Representative and the applicable Asbestos Abatement Contractor. The Asbestos Abatement Contractor shall make note of possible reasons for failure, and what corrective actions the Asbestos Abatement Contractor undertakes.

C. All notifications shall occur first by telephone followed by written notices. Telephone notifications shall be recorded indicating who was notified, position, time, date, telephone number, etc. Telephone notification shall only be to acceptable people approved at the beginning of the project.

D. Final air clearance results shall be sent to the Commissioner of Labor per CR-56, minimally by certified mail with copies and certificate to the Owner's Representative.

3.5 SCHEDULE OF AIR SAMPLES

A. Before start of work, verify locations and number of samples, as well as methodology for approval. Submittal shall include pre-abatement, post-abatement and during-abatement phases. Comply with Part 56.

1. Per the requirements of the New York State Education Department all Final Air Clearance Samples shall be (TEM) Transmission Electron Microscopy Methodology.

END OF SECTION 014529

SECTION 015000
TEMPORARY FACILITIES AND CONTROLS - SINGLE PRIME CONTRACT

PART 1 GENERAL

1.1 SUMMARY

A. This Section includes requirements for temporary utilities, facilities, controls and security.

B. Temporary utilities include, but are not limited to, the following:
   1. Telephone service.
   2. Sanitary facilities, including drinking water.
   3. Storm and sanitary sewer.

C. Support facilities include, but are not limited to, the following:
   1. Field offices and storage containers.
   2. Temporary project identification sign and project signage.
   3. Waste disposal services and dumpsters.
   4. Construction aids and miscellaneous services and facilities.

D. Security and protection facilities include, but are not limited to, the following:
   1. Barricades, warning signs, and lights.
   2. Tree and plant protection.
   3. Temporary partitions.
   4. Enclosure fence for the work site.
   5. Environmental protection.

1.2 RELATED REQUIREMENTS:

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

1.3 INFORMATIONAL SUBMITTALS

A. Temporary Utilities: The contractor shall submit reports of tests, inspections, meter readings, and similar procedures performed on temporary utilities.

B. Implementation and Termination Schedule: Within (15) fifteen days of the date established for submittal of the Contractor's Construction Schedule, the contractor shall submit a schedule indicating implementation and termination of each temporary utility for which the Contractor is responsible.

C. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.

D. Dust-Control and HVAC-Control Plan: Submit coordination drawing and narrative that indicates the dust-control and HVAC-control measures proposed for use, proposed locations, and proposed time frame for their operation. Identify further options if proposed measures are later determined to be inadequate. Include the following:
   1. Locations of dust-control partitions at each phase of the work.

2. HVAC system isolation schematic drawing.
3. Location of proposed air filtration system discharge.
4. Other dust-control measures.
5. Waste management plan.

E. Accessible Temporary Egress: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines and ICC A117.1-2009.

1.4 DEFINITIONS

A. Temporary Enclosure: As determined by Architect, temporary roofing is complete, insulated, all exterior wall openings are closed with temporary closures.

B. Permanent Enclosure: As determined by Architect, permanent roofing is complete, insulated, and weather tight; exterior walls are insulated and weather tight; and all openings are closed with permanent construction or substantial temporary closures.

C. Temporary Facilities: Construction, fixtures, fittings, and other built items required to accomplish the work but which are not incorporated into the finished work.

D. Temporary Utilities: A type of temporary facility, primary sources of electric power, water, natural gas supply, etc., obtained from public utilities, other main distribution systems, or temporary sources constructed for the project, but not including the fixtures and equipment served.

E. Temporary Services: Activities required during construction, which do not directly accomplish the work.

1.5 QUALITY ASSURANCE

A. Regulations: The contractor shall comply with industry standards and with applicable laws and regulations of authorities having jurisdiction including, but not limited to, the following:
1. Building code requirements.
2. Health and safety regulations.
3. Utility company regulations.
4. Police, fire department and rescue squad rules.
5. Environmental protection regulations.

B. Standards: The Contractor shall comply with NFPA 241 "Standard for Safeguarding Construction, Alterations, and Demolition Operations," ANSI-A10 Series standards for "Safety Requirements for Construction and Demolition," and NECA Electrical Design Library "Temporary Electrical Facilities."

C. Trade Jurisdictions: Assigned responsibilities for installation and operation of temporary utilities are not intended to interfere with the normal application of trade regulations and union jurisdictions.

D. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

E. Accessible Temporary Egress: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines and ICC A117.1-2009.

1.6 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, testing agencies, and authorities having jurisdiction.
   1. 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.
   2. 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.
   3. Gas Service from Existing System: Gas Service 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.

B. Cost or use charges for temporary facilities are not chargeable to the Owner or the Architect. The Architect will not accept a prime contractor's cost or use charges for temporary services or facilities as a basis of claim for an adjustment in the Contract Sum or the Contract Time.

C. Other entities using temporary services and facilities include, but are not limited to, the following:
   1. Other nonprime contractors.
   2. The Owner's work forces.
   3. Occupants of the Project.
   4. The Architect.
   5. Testing agencies.
   6. Personnel of government agencies.

1.7 PROJECT CONDITIONS

A. Temporary Utilities: The contractor shall prepare a schedule indicating dates for implementation and termination of each temporary utility for which the Contractor is responsible. At the earliest feasible time, when acceptable to the Owner, change over from use of temporary service to use of permanent service.

B. Conditions of Use: Keep temporary services and facilities clean. Operate in a safe and efficient manner. Relocate temporary services and facilities as the Work progresses. Do not overload facilities or permit them to interfere with progress. Take necessary fire-prevention measures. Do not allow hazardous, dangerous, or unsanitary conditions, or public nuisances to develop or persist on-site.

PART 2 PRODUCTS

2.1 MATERIALS

A. Chain-Link Fencing: Minimum 2-inch OD, 0.148-inch- thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet high with galvanized-steel pipe posts; minimum 2-3/8-inch-OD line posts and 2-7/8-inch OD corner and pull posts.

B. Portable Chain-Link Fencing: Minimum 2-inch, 0.148-inch- thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet high with galvanized-steel pipe posts; minimum 2-3/8-inch OD line posts and 2-7/8-inch OD corner and pull posts, with 1-5/8-inch- OD top and bottom rails. Provide concrete bases for supporting posts.

C. General: The contractor shall provide new materials. If acceptable to the Architect, undamaged, previously used materials in serviceable condition may be used. Provide materials suitable for use intended.

D. Lumber and Plywood: Comply with requirements in Division 6 Section "Rough Carpentry."
   1. For signs and directory boards, provide exterior-type, Grade B-B high-density concrete form overlay plywood of sizes and thicknesses indicated.
   2. For fences and vision barriers, provide minimum 3/8-inch thick exterior plywood.
   3. For safety barriers, sidewalk bridges, and similar uses, provide minimum 5/8-inch thick exterior plywood.

E. Gypsum Wallboard: Provide 5/8 type x gypsum wallboard on interior walls of temporary offices or temporary partitions.

F. Roofing Materials: Provide UL Class A roofing materials on roofs of job-built temporary offices, shops, and sheds.

G. Paint: Comply with requirements of Division 9 Section "Painting".

H. Tarpaulins: Provide waterproof, fire-resistant, UL-labeled tarpaulins with flame-spread rating of 15 or less. For temporary enclosures, provide translucent, nylon-reinforced, laminated polyethylene or polyvinyl chloride, fire-retardant tarpaulins.

I. Water: Provide potable water approved by local health authorities.

J. Polyethylene Sheet: Reinforced, fire-resistive sheet, 10-mil minimum thickness, with flame-spread rating of 15 or less per ASTM E84 and passing NFPA 701, Test Method 2.

K. Dust-Control Adhesive-Surface Walk-off Mats: Provide mats minimum 36 by 60 inches.

L. Insulation: Unfaced mineral-fiber blanket, manufactured from glass, slag wool, or rock wool; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively.

2.2 TEMPORARY OFFICE AND STORAGE FACILITIES

A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.

B. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations. Coordinate with Owner if use of existing building for storage and protection of materials is to be incorporated into Project.
   1. Store combustible materials apart from building.

2.3 EQUIPMENT

A. General: The contractor shall provide new equipment. If acceptable to the Architect, undamaged, previously used equipment in serviceable condition may be used. Provide equipment suitable for use intended.

B. Water Hoses: Provide 3/4-inch heavy-duty, abrasion-resistant, flexible rubber hoses, 100 feet long, with pressure rating greater than the maximum pressure of the water distribution system. Provide adjustable shutoff nozzles at hose discharge.

C. Electrical Outlets: Provide properly configured, NEMA-polarized outlets to prevent insertion of 110- to 120-V plugs into higher voltage outlets. Provide receptacle outlets equipped with ground-fault circuit interrupters, reset button, and pilot light for connection of power tools and equipment.

D. Electrical Power Cords: Provide grounded extension cords. Use hard-service cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage ratio.

E. Lamps and Light Fixtures: Provide general service incandescent lamps of wattage required for adequate illumination. Provide guard cages or tempered-glass enclosures, where exposed to breakage. Provide exterior fixtures where exposed to moisture.

F. Heating Units: Provide temporary heating units that have been tested and labeled by UL, FM, or another recognized trade association related to the type of fuel being consumed.

G. Temporary Toilet Units: Provide self-contained, single-occupant toilet units of the chemical, aerated recirculation, or combustion type. Provide units properly vented and fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.

H. Fire Extinguishers: Provide hand-carried, portable, UL-rated, Class A fire extinguishers for temporary offices and similar spaces. In other locations, provide hand-carried, portable, UL-rated, Class ABC, dry-chemical extinguishers or a combination of extinguishers of NFPA-recommended classes for the exposures.

1. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.

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.

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: Engage the appropriate local utility company to install temporary service or connect to existing service. Where the company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with company recommendations.
   1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
   2. Provide adequate capacity at each stage of construction. Prior to temporary utility availability, provide trucked-in services.
   3. Obtain easements to bring temporary utilities to the site where the Owner's easements cannot be used for that purpose.

B. Use qualified personnel for installation of temporary facilities. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.

C. The contractor shall provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

D. Sanitary Facilities: The General Contractor will provide temporary toilets for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
   1. Toilets: Install self-contained toilet units. Shield toilets to ensure privacy. Use of pit-type privies will not be permitted.
   2. Provide toilet tissue, paper towels, paper cups, and similar disposable materials for each facility. Provide covered waste containers for used material.

E. Water Service: Connect to Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.

F. Electric Power Service: Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner.
   1. Connect temporary service to Owner's existing power source, as directed by Owner.

G. Drinking-Water Facilities: The Contractor shall provide containerized, tap-dispenser, bottled-water drinking-water units, including paper cup supply.

H. Telephone Service: Where Cellular Phone communications are not provided for or not possible, provide a temporary telephone service in common-use facilities for use by all construction personnel.
   1. At each telephone or office, post a list of important telephone numbers.
      a. Police and fire departments.
      b. Ambulance service.
      c. Contractor's home office.
      d. Contractor's emergency after-hours telephone number.
      e. Architect's office.
      f. Engineers' offices.

g. Owner's office.
h. Principal subcontractors' field and home offices.

2. Provide superintendent with cellular telephone or if cellular communications are not possible, a portable two-way radio for use when away from field office.

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 E136. Comply with NFPA 241.
2. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
3. Locate field offices, storage trailers, sanitary facilities, and other temporary construction and support facilities for easy access.
4. Maintain support facilities until near Substantial Completion. Remove prior to Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to the Owner.
5. Refer to the drawings for locations of storage/containers or trailers within staging areas.

B. Traffic Controls: Comply with requirements of authorities having jurisdiction.
1. Protect existing site improvements to remain including curbs, pavement, and utilities.
2. Maintain access for fire-fighting equipment and access to fire hydrants.

C. Temporary Parking, Staging Areas and Access Roads:
1. Construction parking will not be allowed adjacent to buildings.
a. See drawings for locations of temporary construction parking, staging areas and access roads.
2. Provide access for suitable parking areas. Re-grade and re-seed any areas disturbed by parking, staging and access roads.
3. Parking Areas: Includes Contractors' employees and construction vehicle parking. Minimum of 6-inch reference Item #304.3 course.
4. Access Roads: Includes access roads for delivery through staging area to building work areas, and to equipment and storage areas and sheds. Minimum of 10-feet wide, 9-inch reference Item #304.3 course.
5. Temporary parking by construction personnel shall be allowed only in areas so designated. Owner does not have space for construction parking in existing parking lots or roadways and will subsequently have vehicles in violation of parking prohibitions towed from site and back-charged with all fees to the Contractor.
6. Traffic Regulations:
a. Access through Owner's entrances shall be limited
b. Utilize only entrances/temporary roads as designated
c. Maintain all site traffic regulations

D. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with Division 01 Section "Execution" for progress cleaning requirements.

E. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
   1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

3.4 SECURITY AND PROTECTION OF 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.
   1. Comply with work restrictions specified in Division 01 Section "Summary."

C. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.

D. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

E. Project Identification and Temporary Signs: Prepare Project identification and other signs in sizes indicated. Install signs where indicated to inform public and persons seeking entrance to Project. Do not permit installation of unauthorized signs.
   1. Engage an experienced sign painter to apply graphics for Project identification signs. Comply with details indicated.
   2. Prepare temporary signs to provide directional information to construction personnel and visitors.
   3. Construct signs of exterior-type Grade B-B high-density concrete form overlay plywood. Support on posts or framing of preservative-treated wood or steel.
      a. Size: 4-feet by 8-feet by 3/4-inch thick.
   4. Paint sign panel and applied graphics with exterior-grade alkyd gloss enamel over exterior primer.
   5. See Example Project Sign at the end of this section

F. Temporary Signs: Prepare signs to provide directional information to construction personnel and visitors for each site. Unauthorized signs are not permitted.
   1. For construction traffic control/flow at entrances/exits, as designated by the Owner.
   2. For warning signs as required.
   3. Per OSHA standards as necessary.
   4. For trailer identification.
   5. For “No Smoking” safe work site at multiple locations.

G. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.

H. Covered Walkway: Erect protective, covered walkway for passage of individuals through or adjacent to Project site. Coordinate with entrance gates, other facilities, and obstructions. Comply with regulations of authorities having jurisdiction and requirements indicated on Drawings.
   1. Construct covered walkways using scaffold or shoring framing.
   2. Provide overhead decking, protective enclosure walls, handrails, barricades, warning signs, exit signs, lights, safe and well-drained walkways, and similar provisions for protection and safe passage.
   3. Paint and maintain appearance of walkway for duration of the Work.

I. 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.
   1. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
   2. Prohibit smoking in construction areas.
   3. Locate fire extinguishers where convenient and effective for their intended purpose, but not less than one extinguisher on each floor at or near each usable stairwell.
   4. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire-protection facilities, stairways, and other access routes for fighting fires. Prohibit smoking in hazardous fire-exposure areas.
   5. Store combustible materials in containers in fire-safe locations
   6. Provide supervision of welding operations, combustion-type temporary heating units, and similar sources of fire ignition.

J. Security Enclosure and Lockup: Install substantial temporary enclosure of partially completed areas of construction. Provide locking entrances to prevent unauthorized entrance, vandalism, theft and similar violations of security.
   1. Storage: Where materials and equipment must be stored, and are of value or attractive for theft, provide a secure lockup. Coordinate with the installation and release of material to minimize the opportunity for theft and vandalism.

3.5 OPERATION, TERMINATION, AND REMOVAL

A. Supervision: Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.

B. Maintenance: Maintain facilities in good operating condition until removal.
   1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
   2. Protection: Prevent water-filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.

C. Operate Project-identification-sign lighting daily from dusk until 12:00 midnight.

D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
   1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
   2. Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.

E. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 01 Section "Closeout Procedures."

END OF SECTION 015000

SECTION 015639
TEMPORARY TREE AND PLANT PROTECTION

PART 1 GENERAL

1.1 SUMMARY

A. Section includes general protection and pruning of existing trees and plants that are affected by execution of the Work, whether temporary or permanent construction.

1.2 RELATED REQUIREMENTS

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

1.3 DEFINITIONS

A. Caliper: Diameter of a trunk measured by a diameter tape at 6 inches above the ground for trees up to, and including, 4-inch size; 12 inches above the ground for trees larger than 4-inch size.

B. Plant-Protection Zone: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction, and indicated on Drawings.

C. Tree-Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction, and as indicated on Drawings.

D. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

1.4 SUBMITTALS

A. See Section 013300 - Submittal Procedures, for submittal procedures.

B. Product Data: For each type of product indicated.

C. Samples for Verification: For each type of the following:
   1. Organic Mulch: 1 pint value volume of organic mulch; in sealed plastic bags labeled with composition of materials by percentage of weight and source of mulch.
   2. Protection-Zone Fencing: Assembled Samples of manufacturer's standard size made from full-size components.
   3. Protection-Zone Signage: Full-size Samples of each size and text, ready for installation.

D. Tree Pruning Schedule: Written schedule detailing scope and extent of pruning of trees to remain that interfere with or are affected by construction.
   1. Species and size of tree.
   2. Reason for pruning.
   3. Description of pruning to be performed.
   4. Description of maintenance following pruning.

E. Qualification Data: For qualified arborist and tree service firm.

F. Certification: From arborist, certifying that trees indicated to remain have been protected during construction according to recognized standards and that trees were promptly and properly treated and repaired when damaged.

G. Maintenance Recommendations: From arborist, for care and protection of trees affected by construction during and after completing the Work.

H. Existing Conditions: Documentation of existing trees and plantings indicated to remain, which establishes preconstruction conditions that might be misconstrued as damage caused by construction activities.
   1. Use sufficiently detailed photographs or videotape.
   2. Include plans and notations to indicate specific wounds and damage conditions of each tree or other plants designated to remain.

1.5 QUALITY ASSURANCE

A. Arborist Qualifications: Certified Arborist as certified by ISA.

B. Tree Service Firm Qualifications: An experienced tree service firm that has successfully completed temporary tree and plant protection work similar to that required for this Project and that will assign an experienced, qualified arborist to Project site during execution of the Work.

C. Preinstallation Conference: Conduct conference at Project site.
   1. Review methods and procedures related to temporary tree and plant protection including, but not limited to, the following:
      a. Construction schedule. Verify availability of materials, personnel, and equipment needed to make progress and avoid delays.
      b. Enforcing requirements for protection zones.
      c. Arborist's responsibilities.
      d. Field quality control.

1.6 PROJECT CONDITIONS

A. The following practices are prohibited within protection zones:
   1. Storage of construction materials, debris, or excavated material.
   2. Parking vehicles or equipment.
   3. Foot traffic.
   4. Erection of sheds or structures.
   5. Impoundment of water.
   6. Excavation or other digging unless otherwise indicated.
   7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.

B. Do not direct vehicle or equipment exhaust toward protection zones.

C. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones and organic mulch.

PART 2 PRODUCTS

2.1 MATERIALS

A. Topsoil: Natural or cultivated top layer of the soil profile or manufactured topsoil; containing organic matter and sand, silt, and clay particles; friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than 1-inch in diameter; and free of weeds, roots, and toxic and other non-soil materials.
   1. Obtain topsoil only from well-drained sites where topsoil is 4 inches deep or more; do not obtain from bogs or marshes.

B. Topsoil: Stockpiled topsoil from location indicated on Drawings.

C. Organic Mulch: Free from deleterious materials and suitable as a top dressing for trees and shrubs, consisting of one of the following:
   1. Type: Shredded hardwood.
   2. Size Range: 3-inch maximum, 1/2-inch minimum.
   3. Color: Natural.

D. Protection-Zone Fencing: Fencing fixed in position and meeting one of the following requirements: *Previously used materials may be used when approved by Architect.*
   1. Chain-Link Protection-Zone Fencing: Galvanized-steel fencing fabricated from minimum 2-inch opening, 0.148-inch-diameter wire chain-link fabric; with pipe posts, minimum 2-3/8-inch-OD line posts, and 2-7/8-inch-OD corner and pull posts with 1-5/8-inch-OD top rails and 0.177-inch-diameter bottom tension wire; with tie wires, hog ring ties, and other accessories for a complete fence system.
      a. Height: 48 inches.
      b. Polymer-Coating Color: Black.
   2. Gates: Single swing access gate(s) matching material and appearance of fencing, to allow for maintenance activities within protection zones; leaf width 24-inch.

E. Protection-Zone Signage: Shop-fabricated, rigid plastic or metal sheet with attachment holes pre-punched and reinforced; legibly printed with nonfading lettering and as follows:
   1. Size and Text: As indicated on drawings.
   2. Lettering: 3-inch high minimum, white characters on white background.

PART 3 EXECUTION

3.1 EXAMINATION

A. Erosion and Sedimentation Control: Examine the site to verify that temporary erosion- and sedimentation-control measures are in place. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.

B. For the record, prepare written report, endorsed by arborist, listing conditions detrimental to tree and plant protection.

3.2 PREPARATION

A. Locate and clearly identify trees, shrubs, and other vegetation to remain. Flag each tree trunk at 54 inches above the ground.

B. Protect tree root systems from damage caused by runoff or spillage of noxious materials while mixing, placing, or storing construction materials. Protect root systems from ponding, eroding, or excessive wetting caused by dewatering operations.

C. Tree-Protection Zones: Mulch areas inside tree-protection zones and other areas indicated.
   1. Apply 4-inch average thickness of organic mulch. Do not place mulch within 6 inches of tree trunks.

3.3 TREE AND PLANT PROTECTION ZONES

A. Protection-Zone Fencing: Install protection zone fencing along edges of protection zones before materials or equipment are brought on the site and construction operations begin in a manner that will prevent people from easily entering protected area except by entrance gates. Construct fencing so as not to obstruct safe passage or visibility at vehicle intersections where fencing is located adjacent to pedestrian walkways or in close proximity to street intersections, drives, or other vehicular circulation.
   1. Chain-Link Fencing: Install to comply with ASTM F567 and with manufacturer's written instructions.
   2. Posts: Set or drive posts into ground one-third the total height of the fence without concrete footings. Where a post is located on existing paving or concrete to remain, provide appropriate means of post support acceptable to Architect.
   3. Access Gates: Install where indicated on drawings; adjust to operate smoothly, easily, and quietly, free of binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range. Confirm that latches and locks engage accurately and securely without forcing or binding.

B. Protection Zone Signage: Install protection zone signage in visibly prominent locations in a manner approved by Architect. Install one sign spaced approximately every 20-feet on protection zone fencing, but no fewer than four signs with each facing a different direction.

C. Maintain protection zones free of weeds and trash.

D. Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations, in a manner approved by Architect.

E. Maintain protection zone fencing and signage in good condition as acceptable to Architect and remove when construction operations are complete and equipment has been removed from the site.
   1. Do not remove protection zone fencing, even temporarily, to allow deliveries or equipment access through the protection zone.
   2. Temporary access is permitted subject to preapproval in writing by arborist if a root buffer effective against soil compaction is constructed as directed by arborist. Maintain root buffer so long as access is permitted.

3.4 EXCAVATION

A. General: Excavate at edge of protection zones and for trenches indicated within protection zones according to requirements in Section 312000 "Earth Moving".

B. Trenching near Trees: Where utility trenches are required within protection zones, hand excavate under or around tree roots or tunnel under the roots by drilling, auger boring, or pipe jacking. Do not cut main lateral tree roots or taproots; cut only smaller roots that interfere with installation of utilities. Cut roots as required for root pruning.

C. Redirect roots in backfill areas where possible. If encountering large, main lateral roots, expose roots beyond excavation limits as required to bend and redirect them without breaking. If encountered immediately adjacent to location of new construction and redirection is not practical, cut roots approximately 3 inches back from new construction and as required for root pruning.

D. Do not allow exposed roots to dry out before placing permanent backfill. Provide temporary earth cover or pack with peat moss and wrap with burlap. Water and maintain in a moist condition. Temporarily support and protect roots from damage until they are permanently relocated and covered with soil.

3.5 ROOT PRUNING

A. Prune roots that are affected by temporary and permanent construction. Prune roots as indicated on drawings.

B. Root Pruning at Edge of Protection Zone: Prune roots 12 inches outside of the protection zone, by cleanly cutting all roots to the depth of the required excavation.

C. Root Pruning within Protection Zone: Clear and excavate by hand to the depth of the required excavation to minimize damage to root systems. Use narrow-tine spading forks, comb soil to expose roots, and cleanly cut roots as close to excavation as possible.

3.6 CROWN PRUNING

A. Prune branches that are affected by temporary and permanent construction. Prune branches as indicated on drawings.
   1. Cut branches with sharp pruning instruments; do not break or chop.
   2. Do not apply pruning paint to wounds.

B. Chip removed branches and spread over areas identified by Architect.

3.7 REGRADING

A. Lowering Grade: Where new finish grade is indicated below existing grade around trees, slope grade beyond the protection zone. Maintain existing grades within the protection zone.

B. Lowering Grade within Protection Zone: Where new finish grade is indicated below existing grade around trees, slope grade away from trees as recommended by arborist unless otherwise indicated.
   1. Root Pruning: Prune tree roots exposed by lowering the grade. Do not cut main lateral roots or taproots; cut only smaller roots. Cut roots as required for root pruning.

C. Raising Grade: Where new finish grade is indicated above existing grade around trees, slope grade beyond the protection zone. Maintain existing grades within the protection zone.

D. Minor Fill within Protection Zone: Where existing grade is 2 inches or less below elevation of finish grade, fill with topsoil. Place topsoil in a single uncompacted layer and hand grade to required finish elevations.

3.8 FIELD QUALITY CONTROL

A. Inspections: Engage a qualified arborist to direct plant-protection measures in the vicinity of trees, shrubs, and other vegetation indicated to remain and to prepare inspection reports.

3.9 REPAIR AND REPLACEMENT

A. General: Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations, in a manner approved by Architect.
   1. Submit details of proposed root cutting and tree and shrub repairs.
   2. Have arborist perform the root cutting, branch pruning, and damage repair of trees and shrubs.
   3. Treat damaged trunks, limbs, and roots according to arborist's written instructions.
   4. Perform repairs within 24 hours.
   5. Replace vegetation that cannot be repaired and restored to full-growth status, as determined by Architect.

B. Trees: Remove and replace trees indicated to remain that are more than 25 percent dead or in an unhealthy condition or are damaged during construction operations that Architect determines are incapable of restoring to normal growth pattern.
   1. Provide new trees of same size and species as those being replaced for each tree that measures 4 inches or smaller in caliper size.
   2. Provide one new tree(s) of 4-inch caliper size for each tree being replaced that measures more than 4-inch in caliper size.
      a. Species: Species selected by ArchitectSpecies selected by ArchitectSpecies selected by ArchitectSpecies selected by ArchitectSpecies selected by Architect.
   3. Plant and maintain new trees as specified in Section 329300 "Plants."

C. Soil Aeration: Where directed by Architect, aerate surface soil compacted during construction. Aerate 10-feet beyond drip line and no closer than 36 inches to tree trunk. Drill 2-inch diameter holes a minimum of 12 inches deep at 24 inches o.c. Backfill holes with an equal mix of augered soil and sand.

3.10 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Disposal: Remove excess excavated material, displaced trees, trash and debris, and legally dispose of them off Owner's property.

END OF SECTION 015639

SECTION 016000
PRODUCT REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.

1.2 RELATED REQUIREMENTS

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

B. Section 012300 - Alternates, for products selected under an alternate.

C. Section 012500 - Substitution Procedures, for requests for substitutions.

D. Section 012519 - Equivalents, for equivalent products submitted prior to Contract award.

E. Section 014200 - Reference Standards, for applicable industry standards for products specified.

1.3 DEFINITIONS

A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

1.4 SUBMITTALS

A. See Section 013300 - Submittal Procedures, for submittal procedures.

B. Comparable Product Requests (if allowed): After award of contract submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
   1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
   2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within (10) ten days of receipt of request, or (7) seven days of receipt of additional information or documentation, whichever is later.
      a. Form of Approval: As specified in Section 013300 "Submittal Procedures."
      b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.

C. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 013300 "Submittal Procedures". Show compliance with requirements.

1.5 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.
   1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
   2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

B. Delivery and Handling:
   1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
   2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
   3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
   4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

C. Storage:
   1. Store products to allow for inspection and measurement of quantity or counting of units.
   2. Store materials in a manner that will not endanger Project structure.

3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.
7. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.7 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
   1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
   2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
   1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
   2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
   3. See other Sections for specific content requirements and particular requirements for submitting special warranties.

C. Submittal Time: Comply with requirements in Section 017700 "Closeout Procedures".

PART 2 PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
   1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
   2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
   3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
   4. Where products are accompanied by the term "as selected", Architect will make selection.
   5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.

6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.

B. Product Selection Procedures:
   1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
   2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
   3. Products:
      a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered.
      b. Non-restricted List: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.
   4. Manufacturers:
      a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered.
      b. Non-restricted List: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.
   5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

C. Visual Matching Specification: Where Specifications require "match Architect's sample", provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
   1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 012500 "Substitution Procedures" for proposal of product.

D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 EQUIVALENT PRODUCTS

A. Conditions for Consideration: Architect will consider Contractor's request for equivalent product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:
   1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
   2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
   3. Evidence that proposed product provides specified warranty.
   4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
   5. Samples, if requested.

B. Refer to specification section 012519 "Equivalents" for additional equivalent product requirements required to be furnished by the contractor prior to execution of the contract.

PART 3 EXECUTION (NOT USED)

END OF SECTION 016000

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SECTION 017300
EXECUTION

PART 1 GENERAL

1.1 SUMMARY

A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
   1. Construction Layout.
   2. Field Engineering and Surveying.
   3. Installation of the Work.
   4. Cutting and patching.
   5. Progress Cleaning.
   6. Protection of Installed Construction.

1.2 RELATED REQUIREMENTS

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

B. Division 01 - "Summary" for limits on use of Project site.

C. Division 02 "Demolition" for demolition and removal of selected portions of the building.

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.
      a. Operational elements include but are not limited to the following:
         1) Primary operational systems and equipment.
         2) Mechanical systems piping and ducts.
         3) Control systems.
         4) Communication systems.
         5) Electrical wiring systems.
         6) 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.
      a. Other construction elements include but are not limited to the following:
         1) Water, moisture, or vapor barriers.
         2) Membranes and flashings.
         3) Equipment supports.
         4) Piping, ductwork, vessels, and equipment.
   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. 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.

C. 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.

PART 3 EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.
   1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
   2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

B. 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, floors, and roofs 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.

C. 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.

D. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

B. 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.

C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

D. 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 CONSTRUCTION LAYOUT

A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.

B. General: Engage a land surveyor to lay out the Work using accepted surveying practices.
1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
2. Establish limits on use of Project site.
3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
4. Inform installers of lines and levels to which they must comply.
5. Check the location, level and plumb, of every major element as the Work progresses.
6. Notify Architect when deviations from required lines and levels exceed allowable tolerances.
7. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.

C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.

D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.

E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

3.4 FIELD ENGINEERING AND SURVEYING

A. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.

1. Do not change or relocate existing benchmarks or control points without prior written approval of Architect. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Architect before proceeding.
2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.

B. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.

C. Certified Survey: On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and sitework.

3.5 INSTALLATION OF THE WORK

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. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.

F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

G. 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.

H. 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. Allow for building movement, including thermal expansion and contraction.
   3. 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.

I. 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.

J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.6 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. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.

C. Temporary Support: Provide temporary support of work to be cut.

D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

E. 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 011000 "Summary".

F. 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 minimize interruption to occupied areas.

G. 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: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.

4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
6. Proceed with patching after construction operations requiring cutting are complete.

H. 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 extending to an inside or outside corner of a wall. 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.

I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.7 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 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".

H. During handling and installation, clean and protect construction in progress and adjoining materials 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.

3.8 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

SECTION 017419
CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 GENERAL

SUMMARY

A. Section includes administrative and procedural requirements for the following:
   1. Disposing of nonhazardous demolition and construction waste.

1.1 RELATED REQUIREMENTS:

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

B. Section 024100 - Demolition, for disposition of waste resulting from partial demolition of buildings, structures, and site improvements and for disposition of hazardous waste.

1.2 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.

1.3 SUBMITTALS

A. See Section 013300 - Submittal Procedures, for submittal procedures.

B. Waste Management Plan: Submit plan within (7) seven days of date established for commencement of the Work.

C. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

1.4 QUALITY ASSURANCE

A. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.

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/or disposal facilities.
   5. Review waste management requirements for each trade.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 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 accumulate on-site.
   2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Burning: Do not burn waste materials.

C. Burning: Burning of waste materials is permitted only at designated areas on Owner's property, provided required permits are obtained. Provide full-time monitoring for burning materials until fires are extinguished.

D. Disposal: Remove waste materials and dispose of at designated spoil areas on Owner's property.

E. Disposal: Remove waste materials from Owner's property and legally dispose of them.

END OF SECTION 017419

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 form lowest floor to highest floor.
2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
3. Submit list of incomplete items in the following format:
   a. 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 sire, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
   b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
   c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
   d. Remove tools, construction equipment, machinery, and surplus material from Project site.
   e. Remove snow and ice to provide safe access to building.
   f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
   g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
   h. Sweep concrete floors broom clean in unoccupied spaces.
   i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
   j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
   k. Remove labels that are not permanent.
   l. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.

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

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

SECTION 024100
DEMOLITION

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Selective demolition of built site elements.

B. Selective demolition of building elements for alteration purposes.

C. Cutting and Patching

D. Salvage of existing items to be reused or recycled.

1.2 RELATED REQUIREMENTS

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

B. Section 003119 - Existing Condition Information: Existing building survey conducted by Owner; information about known hazardous materials.

C. Section 003126 - Existing Hazardous Material Information: Testing of building elements conducted by Owner, scheduled for demolition, for hazardous materials content.

D. Section 011000 - Summary: Limitations on Contractor's use of site and premises.

E. Section 011000 - Summary: Sequencing and staging requirements.

F. Section 011000 - Summary: Description of items to be removed by Owner.

G. Section 011000 - Summary: Description of items to be salvaged or removed for re-use by Contractor.

H. Section 015000 - Temporary Facilities and Controls - Single Prime Contract: Site fences, security, protective barriers, and waste removal.

I. Section 015639 - Temporary Tree and Plant Protection: Tree and plant protection, trimming and protection zone fencing during demolition and new construction.

J. Section 016000 - Product Requirements: Procedural requirements for product, material, and equipment selection and handling; warranties and comparable products.

K. Section 017300 - Execution: General requirements for product installation; cutting and patching; protection of bench marks, survey control points, and existing construction to remain; field engineering; temporary bracing and shoring and progress cleaning.

L. Section 017419 - Construction Waste Management and Disposal: Limitations on disposal of removed materials; requirements for recycling.

M. Section 017700 - Closeout Procedures: Contract closeout including Substantial Completion and Final Completion procedures, warranties, and final cleaning.

1.3 DEFINITIONS

A. Demolition / Demolish: Dismantle, raze, destroy or wreck any building or structure or any part thereof.

B. Remove: Detach or dismantle items from existing construction and legally dispose of them off site, unless items are indicated to be salvaged or reinstalled.

C. Remove and Salvage: Detach or dismantle items from existing construction in a manner to prevent damage. Clean, package, label and deliver salvaged items to Owner in ready-for-reuse condition.

D. Remove and Reinstall: Detach or dismantle items from existing construction in a manner to prevent damage. Clean and prepare for reuse and reinstall where indicated.

E. Extract: Detach or dismantle items from existing construction in a manner to prevent damage, then perform one of the following as indicated on drawings:
   1. Clean, package, label extracted items and deliver them to Owner.
   2. Clean and prepare items for reuse and reinstall them where indicated.

F. Existing to Remain: Designation for existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.

1.4 REFERENCE STANDARDS

A. ANSI A10.6 - Safety & Health Program Requirements for Demolition Operations - American National Standard for Construction and Demolition Operations; Current Edition.

B. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2027.

1.5 MATERIALS OWNERSHIP

A. Historic items, relics and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, antiques and other items of interest or value to Owner that may be encountered, or uncovered, during selective demolition remain Owner's property. Carefully remove and salvage, or extract, each item or object in a manner to prevent damage and promptly deliver to Owner.

1.6 SUBMITTALS

A. See Section 013300 - Submittal Procedures, for submittal procedures.

B. Proposed Protection Measures: Submit report, including drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, and for dust control.

C. Schedule of Selective Demolition Activities: Indicate the following:
   1. Detailed sequence of selective demolition and removal work, with start and end dates for each activity. Ensure Owner's, Building Manager's, and other tenants' on-site operations are uninterrupted.
   2. Interruption of utility services: Indicate how long utility services will be interrupted.
   3. Coordination of shutoff, capping and continuation of utility services.
   4. Coordination with Owner's occupancy prior to, during and after the Work.

D. Inventory: Submit a list of items to be removed and salvaged, or extracted, and delivered to Owner prior to start of demolition.

E. Pre-Demolition Photographs or Video: Submit to Owner and Architect before Work begins.

F. Site Plan: Indicate:
   1. Vegetation to be protected.
   2. Areas for temporary construction and field offices.
   3. Areas for temporary and permanent placement of removed materials.

G. Demolition Plan: Submit demolition plan as required by OSHA and local AHJs.
   1. Indicate extent of demolition, removal sequencing, bracing and shoring, and location and construction of barricades and fences.
   2. Summary of safety procedures.
   3. Demolition firm qualifications.

H. Project Record Documents: Accurately record actual locations of capped and active utilities and subsurface construction.

1.7 CLOSEOUT SUBMITTALS

A. Inventory: Submit a list of items that have been removed and salvaged, or extracted.

B. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

1.8 QUALITY ASSURANCE

A. Regulatory Requirements: Comply with governing EPA regulations prior to beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

B. Standards: Comply with ANSI A10.6 and NFPA 241.

1.9 PROJECT CONDITIONS

A. Owner will occupy building(s) immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.

B. Conditions existing at time of inspection for bidding purposes will be maintained by Owner as far as practical.

C. Notify Architect of discrepancies between existing conditions and Drawings prior to proceeding with selective demolition.

D. Hazardous Materials: Hazardous materials are present in building(s) and structure(s) to be selectively demolished. A report on the presence of hazardous materials can be reviewed at the office of the Architect. Examine report to become aware of hazardous material locations.
   1. Hazardous material remediation is specified elsewhere in the Contract Documents.
   2. Do not disturb hazardous materials or items suspected of containing hazardous materials except under procedures specified elsewhere in the Contract Documents.
   3. Owner will provide material safety data sheets for suspected hazardous materials that are known to be present in building(s) and structure(s) to be selectively demolished.

E. Storage or sale of removed items or materials on-site is prohibited.

F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

1. Maintain fire-protection facilities in service during selective demolition.

PART 2 PRODUCTS -- NOT USED

PART 3 EXECUTION

3.1 DEMOLITION

A. Remove other items indicated, for relocation.

3.2 GENERAL PROCEDURES AND PROJECT CONDITIONS

A. Comply with other requirements specified in Section 017300 and 017700.

B. Review record documents of existing construction provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in record documents.

C. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.

D. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
   1. Obtain required permits.
   2. Comply with applicable requirements of NFPA 241.
   3. Use of explosives is not permitted.
   4. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
   5. Provide, erect, and maintain temporary barriers and security devices.
   6. Use physical barriers to prevent access to areas that could be hazardous to workers or the public.
   7. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
   8. Do not close or obstruct roadways or sidewalks without permits from authority having jurisdiction.
   9. Conduct operations to minimize obstruction of public and private entrances and exits. Do not obstruct required exits at any time. Protect persons using entrances and exits from removal operations.
   10. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon, or limit access to their property.

E. Survey of Existing Conditions: Record existing conditions by use of measured drawings.
   1. Before selective demolition or removal of existing building elements that will be reproduced or duplicated in final Work, make permanent record of measurements, materials, and construction details required to make exact reproduction.

F. Do not begin removal until receipt of notification to proceed from Owner.

G. Do not begin removal until built elements to be salvaged or relocated have been removed.

H. Do not begin removal until vegetation to be relocated has been removed and vegetation to remain has been protected from damage.

I. Protect existing structures and other elements to remain in place and not removed.
   1. Provide bracing and shoring.
   2. Prevent movement or settlement of adjacent structures.
   3. Stop work immediately if adjacent structures appear to be in danger.

J. Minimize production of dust due to demolition operations. Do not use water if that will result in ice, flooding, sedimentation of public waterways or storm sewers, or other pollution.

K. Hazardous Materials:
   1. If hazardous materials are discovered during removal operations, stop work and notify Architect and Owner; hazardous materials include regulated asbestos containing materials, lead, PCBs, and mercury.

L. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.

3.3 EXISTING UTILITIES

A. Coordinate work with utility companies. Notify utilities before starting work, comply with their requirements, and obtain required permits.

B. Protect existing utilities to remain from damage.

C. Do not disrupt public utilities without permit from authority having jurisdiction.

D. Do not close, shut off, or disrupt existing life safety systems that are in use without at least 7 days prior written notification to Owner.

E. Do not close, shut off, or disrupt existing utility branches or take-offs that are in use without at least 3 days prior written notification to Owner.

F. Locate and mark utilities to remain; mark using highly visible tags or flags, with identification of utility type; protect from damage due to subsequent construction, using substantial barricades if necessary.

G. Prepare building demolition areas by disconnecting and capping utilities outside the demolition zone. Identify and mark, in same manner as other utilities to remain, utilities to be reconnected.

H. Verify that utilities have been disconnected and capped before starting selective demolition operations.

3.4 PREPARATION FOR SELECTIVE DEMOLITION

A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
   1. Comply with requirements for access and protection specified in Division 01 Section "Temporary Facilities and Controls."

B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
   1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.

2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
4. Cover and protect furniture, furnishings, and equipment that have not been removed.
5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Division 01 Section "Temporary Facilities and Controls."

C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
1. Strengthen or add new supports when required during progress of selective demolition.

3.5 SELECTIVE DEMOLITION - GENERAL

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and portable fire-suppression devices during flame-cutting operations.
5. Maintain adequate ventilation when using cutting torches.
6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
9. Dispose of demolished items and materials promptly.
    a. Comply with requirements in Division 1 "Construction Waste Management and Disposal".

B. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.6 SELECTIVE DEMOLITION FOR ALTERATIONS

A. Existing construction and utilities indicated on drawings are based on casual field observation and existing record documents only.
   1. Verify construction and utility arrangements are as indicated.
   2. Report discrepancies to Architect before disturbing existing installation.
   3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.

B. Separate areas in which demolition is being conducted from areas that remain occupied.
   1. Provide, erect, and maintain temporary dustproof partitions of construction specified in Section 015000 in locations indicated on drawings.

C. Maintain weatherproof exterior building enclosure, except for interruptions required for replacement or modifications; prevent water and humidity damage.

D. Remove existing work as indicated and required to accomplish new work.
   1. Remove rotted wood, corroded metals, and deteriorated masonry and concrete; replace with new construction indicated.
   2. Remove items indicated on drawings.

E. Protect existing work to remain.
   1. Prevent movement of structure. Provide shoring and bracing as required.
   2. Perform cutting to accomplish removal work neatly and as specified for cutting new work.
   3. Repair adjacent construction and finishes damaged during removal work.
   4. Patch to match new work.

3.7 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

A. Masonry and Stone: Demolish in small sections. Cut masonry and stone at junctures with construction to remain, using power-driven saw, then remove masonry and stone between saw cuts.

3.8 DEBRIS AND WASTE REMOVAL

A. General: Except for items or materials indicated to be reused, salvaged, extracted, reinstalled or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.
   1. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
   2. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

B. Remove all Work related debris, junk, and trash from Owner's property and legally dispose them.

C. Leave site in clean condition, ready for subsequent work and/or Owner occupancy.

D. Clean up spillage and wind-blown debris from public and private lands adjacent to Work site.

3.9 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by structure and/or selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024100

SECTION 028213
ASBESTOS ABATEMENT

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including but not limited to General and Supplementary Conditions, and other Specification Sections, apply to this Section.

B. "Pre-Renovation Environmental Survey for the Exterior Stone Panel and Sealant Project at the Buffalo & Erie Country Central Library".

1.2 SUMMARY

A. This project includes the removal of asbestos-containing materials (ACM) from the Buffalo and Erie County Public Library, located at 1 Lafayette Square in Buffalo, New York as part of the 2025-2028 Buffalo and Erie County Public Library Capital Projects – Exterior Marble Restoration project.

1.3 SCOPE OF WORK

A. The scope of work for asbestos abatement for this project is depicted on contract drawings HM-301, HM-302, HM-303, HM-304, HM-305, and HM-306. Refer to the entirety of the contract documents for additional information regarding the asbestos abatement scope of work. The scope of asbestos abatement includes the following:

1. Properly remove and dispose of all asbestos-containing sealants and backer rod associated with the planters. The sealant is present on both vertical and horizontal seams. Scrape all sealant from the planter seams. Dispose of all sealant and associated debris as combined asbestos and PCB bulk product waste.

2. Properly remove and dispose of asphaltic flashing and/or tar-coated copper through wall flashing as necessary to facilitate the work. Flashing is located behind façade panels and associated mortar. Coordinate the extent of abatement with the associated trade.

Refer to the contract drawings for delineation of Base Bid and Alternate scope of work.

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 that govern asbestos abatement work or hauling and disposal of asbestos waste materials include but are not limited to the following:

1. OSHA: U.S. Department of Labor, Occupational Safety and Health Administration (OSHA), including but not limited to:

   a. Occupational Exposure to Asbestos, Tremolite, Anthophyllite, and Actinolite; Final Rules: Title 29, Part 1926, Section 1101 of the Code of Federal Regulations

   b. Respiratory Protection: Title 29, Part 1910, Section 134 of the Code of Federal Regulations

   c. Access to Employee Exposure and Medical Records: Title 29, Part 1910, Section 2 of the Code of Federal Regulations

   d. Hazard Communication: Title 29, Part 1910, Section 1200 of the Code of Federal Regulations

   e. Specifications for Accident Prevention Signs and Tags: Title 29, Part 1910, Section 145 of the Code of Federal Regulations

2. DOT: U.S. Department of Transportation, including but not limited to:

   a. Hazardous Substances: Title 49, Part 171 and 172 of the Code of Federal Regulations

3. EPA: U.S. Environmental Protection Agency (EPA), including but not limited to:

   a. 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

   b. National Emission Standard for Hazardous Air Pollutants (NESHAP) 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 that govern asbestos abatement work or hauling and disposal of asbestos waste materials include but are not limited to the following:

1. New York State Department of Labor (NYSDOL):

   a. Part 56 of Title 12 of the Official Compilation of Codes, Rules and Regulations of the State of New York (12 NYCRR Part 56) - Industrial Code Rule 56 (Code Rule)

2. New York State Department of Environmental Conservation (DEC) Regulations regarding waste collector registration:

   a. 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.

   b. New York State Department of Health (NYS DOH):
   Title 10, Part 73: Asbestos Safety Program Requirements

E. Local Requirements: Abide by all local requirements that 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:

1. American National Standards Institute (ANSI)
1430 Broadway
New York, NY 10018
(212) 354-3300

2. Practices for Respiratory Protection Publication Z88.2-80

3. American Society for Testing and Materials (ASTM)
1916 Race Street
Philadelphia, PA 19103
(215) 299-5400

4. Safety and Health Requirements Relating to Occupational Exposure to Asbestos E 849-82

1.6 SUBMITTALS

NOTE: Submittals will not be considered acceptable for review unless they are submitted as a complete package including all specified information. All information shall be submitted in the order listed in this specification section. An electronic copy of the submittals must be provided. Include title pages to identify the information included in the distinct sections. If any of the specified information is not included, contractor shall include a page acknowledging the specified information, and an explanation as to why the information is not included. Pre-work submittals shall be submitted at least ten (10) business days prior to the commencement of work.

A. At least ten (10) business days before the start of the project, 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. A statement signed by an authorized representative of the company stating that a Respiratory Protection Program that meets the requirements of OSHA Title 29, Part 1910, Section 134 will be in effect and followed during the project.

3. Project Notifications: As required by Federal and State regulatory agencies together with proof of transmittal (i.e. certified mail return receipt).

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 proposed Building Occupant Notification that will be posted at the job site.

5. A statement signed by an authorized representative of the company stating that a Negative Exposure Assessment (NEA) prepared in accordance with OSHA 1926.1101(f)(2), if one will be utilized. If a NEA will not be utilized, provide a statement signed by an authorized representative of the company stating that a negative exposure assessment will not be used.
6. Information regarding the type(s) of respiratory protection planned for use for each type of abatement activity.
7. Site-specific variance(s) proposed for use on the project, if applicable. Note: Any variance petition initiated by the contractor must be submitted to the Owner and/or Owner's Representative for review and approval prior to submission to NYSDOL.
8. Information (i.e. product data sheet) on the surfactant to be used. Note: Product must be specified for use on asbestos abatement projects.
9. Waste Hauler's Permit.
10. Landfill permit.
11. Name, address and phone number of the laboratory to be used on the project for analysis of OSHA personal samples. Include the accreditation of the analytical laboratory (ELAP certificates).
12. Site-Specific Work Plan that includes the following:
    a. A schedule for the completion of the work.
    b. Work procedures for each type of abatement activity.
    c. Types of equipment to be used.
    d. Anticipated location for water and electrical hookups.
    e. Anticipated location of decontamination enclosures.
    f. Anticipated location(s) of negative air exhaust.
    g. Estimated crew size, shift times and durations.
    h. Emergency procedures for fire and medical emergencies and for failure of containment barriers.

    Marked-up drawings must be provided with the work plan to clearly indicate proposed work plan and work area layout (i.e. locations of decontamination units, negative air exhaust areas, locations of restricted areas to be established, estimated duration of abatement activities per work area, worker/waste pathways, dumpster locations, utility connections, etc.).

B. During the project, legible copies of the following items must be submitted to the Owner or Owner's Representative:

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.

***** If this information is not provided at the time each worker arrives on site, they will be prohibited from working until the information is provided and reviewed.

C. During the project, legible copies of the following items must be maintained at the job site, and available for review:

1. The company's standard operating procedures manual.
2. The company's respiratory protection program.
3. Safety Data Sheets for all substances to be used on the project.

D. Upon completion of the project, legible copies of the following items must be submitted to the Owner or Owner's Representative:

1. 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).
2. 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.
3. Project log book.

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 site-specific procedures, reviewing the Contractor's approved Site-Specific Work Plan, and abatement procedures. The asbestos abatement contractor shall attend.

1.8 SPECIAL CONDITIONS

A. Locations and quantities of all materials to be removed by the abatement contractor must be field verified. Information given on contract drawings and specification sections is for general orientation and information only.

B. 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 employees.

PART 2 – PRODUCTS AND RESPIRATORS

2.1 PRODUCTS

A. WETTING MATERIALS: For wetting prior to disturbance of asbestos-containing materials, use amended water:

1. 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.

B. 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.

C. DUCT TAPE: Provide duct tape in 2" or 3" widths as indicated, with an adhesive which is formulated to stick aggressively to sheet polyethylene.

D. SPRAY CEMENT: Provide spray adhesive in aerosol cans which is specifically formulated to stick tenaciously to sheet polyethylene.

E. DISPOSAL BAGS: Provide 6-mil thick leak-tight polyethylene bags labeled as described in the standards referenced in Part 1 of this section.

F. 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.

2.2 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. In accordance with 29 CFR 1926.1101(h)(3)(iv), at a minimum, all employees will be required to use full face, powered air purifying HEPA-filtered respirators when they are in a regulated area where OSHA Class I work is being performed until a negative exposure assessment is obtained in accordance with 1926.1101 (f)(2)(iii).

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 clean 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 (fibers/cm^3) (f/cc)
Half Face Mask Air Purifying, HEPA Filtered	1.0
Full Face Piece Air Purifying, HEPA Filtered, Qualitative Fit Test	5.0
Powered Air Purifying (PAPR), Full Face Piece, HEPA Filtered	10.0
Supplied Air - Continuous Flow, Full Face Piece, HEPA Filtered	10.0
Supplied Air - Full Face Piece, Pressure Demand	100.0
Supplied Air - Full Face Piece, Pressure Demand with Auxiliary SCBA Pressure Demand or Continuous Flow	100.0

***** A qualitative fit-tested tight fitting negative pressure air-purifying respirator can only be used in an atmosphere less than or equal to 10 times the PEL. In order to achieve the full protection factor, quantitative fit testing must be performed.

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 variance to New York State Department of Labor (NYSDOL) 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 AIR SAMPLING AND ANALYSIS

A. The Owner shall be responsible for hiring an independent third-party firm to perform any/all required area air sampling and analysis in accordance with ICR 56 and AHERA.

B. The Contractor is required to ensure cooperation of its personnel with the Air Sampling Technician (AST) for general air sampling, and clearance testing of each work area after completion of asbestos work prior to removal of containment barriers.

C. Air samples shall be analyzed using Phase Contrast Microscopy (PCM) and/or Transmission Electron Microscopy (TEM) in accordance with applicable NYSDOL Industrial Code Rule 56 and AHERA requirements.

D. Standard turn-around time for laboratory analysis of area air samples shall not exceed twenty-four (24) hours. The Owner may request an expedited turn-around time for some or all air samples. Copies of all area air monitoring results shall be maintained by the Project Monitor/Air Sampling Technician and included with the project monitoring closeout report.

E. For clearance air sampling: PCM air samples, taken utilizing an aggressive sampling technique must show airborne concentrations of total fibers below 0.01 fibers per cubic centimeter (f/cc). TEM

results must show less than (<) an average of 70 structures per square millimeter, and/or be deemed satisfactory in accordance with the Z-test methodology as prescribed by AHERA.

F. If the clearance criteria are not met, then the abatement/decontamination is incomplete. The cleaning procedures shall be repeated and retesting conducted until such time clearance criteria are successfully achieved. The Contractor shall bear the cost of any additional re-testing required due to failure to achieve final clearance criteria.

3.4 PERSONAL AIR SAMPLING

A. The Contractor shall conduct daily personal monitoring that is representative of the exposure of each employee who is assigned to work within a regulated area who is performing OSHA Class I or II work, unless the employer has obtained a negative exposure assessment for the entire operation in accordance with OSHA 1926.1101 (f)(2)(iii). Periodic personal monitoring shall be performed in accordance with 1926.1101(f)(3). If the provisions of 1926.1101(f)(4)(i) are met and monitoring is discontinued, the Contractor shall resume the periodic personal monitoring whenever there has been a change in process, control equipment, personnel or work practices that may result in new or additional exposures above the permissible exposure limits or when the Contractor has any reason to suspect that a change may result in new or additional exposures above the permissible exposure limits. This resumption of personal monitoring is required regardless of whether a "negative exposure assessment" was previously produced for the specific work area.

B. All personal samples shall be analyzed within 48 hours upon being collected at the site. 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.

C. The Contractor shall notify affected employees of the personal monitoring results that represent that employee's exposure as soon as possible following receipt of monitoring results. The Contractor shall notify affected employees of the results of monitoring representing the employee's exposure in writing either individually or by posting at a centrally located place that is accessible to affected employees.

3.5 PROJECT MONITORING

A. The 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. ICR 56 requires a Project Monitor perform a visual inspection at the completion of the asbestos abatement work to verify the completeness of the abatement and the cleanup. 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.

3.6 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. All asbestos waste removed from the project site shall be transported directly to the disposal site without any additional waste being added to the container during transport.

B. The Contractor's Hauler and Disposal Site shall be approved by the Owner.

C. The Contractor shall give twenty-four (24) hour notification prior to removing any waste from the site. Waste shall be removed from the site only during normal working hours unless otherwise specified. Unless otherwise specified, no waste may be taken from the site unless the Contractor and

Environmental Consultant are present, and the Environmental Consultant authorizes the release of the waste.

D. The Contractor and the Environmental Consultant shall inspect the material in the transport container prior to the waste transporter taking possession of the waste.

E. All waste generated as part of the asbestos project shall be removed from the site within ten (10) calendar days after successful completion of all asbestos abatement work.

3.7 RESTORATION

A. Remove temporary decontamination facilities and restore area designated for these facilities to its original condition or better.

END OF SECTION 028213

SECTION 02 87 00
PCB-CONTAINING CAULK & SEALANT REMOVAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including but not limited to General and Supplementary Conditions, and other Specification Sections, apply to this Section.

B. "Pre-Renovation Environmental Survey for the Exterior Stone Panel and Sealant Project at the Buffalo & Erie Country Central Library".

1.2 SUMMARY

A. Test results included within this Division indicate that certain caulks/sealants contain PCBs at a concentration greater than or equal to 50 parts per million and are not asbestos-containing materials. The following shall apply to the removal of PCB non-remediation waste (PCB bulk product waste) being done under this contract:

B. PCB non-remediation waste: Debris generated from construction materials manufactured with PCBs with a concentration greater than or equal to 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. Testing: The Consultant reserves the right to employ an independent testing laboratory to perform testing on the work and air sampling. The Contractor shall be required to cooperate with the testing laboratory.

D. When performing any tasks in work areas that contain this product, the contractor is responsible for PPE for all workers, in accordance with all applicable regulations.

E. Size, location, and quantities of all caulks must be field verified by the Contractor. Information given on the drawings and/or specifications is for bidding purposes only.

F. 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 workers and the Consultant.

G. The Contractor will be responsible for any damage resulting from improper storage and accidental spills or releases.

1.3. SCOPE OF WORK

A. This project includes the removal of PCB-containing caulks and sealants from the exterior of the Buffalo and Erie County Public Library, located at 1 Lafayette Square in Buffalo, New York as part of the 2025-2028 Buffalo and Erie County Public Library Capital Projects – Exterior Marble Restoration project. The PCB abatement scope is depicted on contract drawings HM-301, HM-302, HM-303, HM-304, HM-305, and HM-306. Refer to the contract documents for additional information regarding the PCB abatement scope of work. The scope of PCB abatement includes the following:

1. Properly remove and dispose of all PCB-containing sealants and backer rod from all façade panel seams, throughout the project limits. Façade panel seam sealant across the entire building is PCB-containing. Scrape all loose mortar/debris from seams. Dispose of all sealant and associated debris as PCB bulk product waste.

2. Properly remove and dispose of all PCB-containing sealants and backer rod associated with window systems and vertical window frame mullions. Window sealants across the entire building are PCB-containing. Scrape all loose mortar/debris from the openings. Dispose of all sealants and associated debris as PCB bulk product waste.

3. Properly remove and dispose of all PCB-containing sealants and backer rod associated with the planters. The caulk is present on both vertical and horizontal seams. Scrape all sealant from planter seams. Dispose of all sealant and associated debris as combined asbestos and PCB bulk product waste.

Refer to the contract drawings for delineation of Base Bid and Alternate scope of work.

1.4 EXECUTION

A. When working with PCB-containing caulks/sealants, 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. The use of hand prying and scraping techniques shall be used to control airborne dust generation. Critical barriers shall be installed within window/door openings. Windows shall be closed and the ground covered with plastic from the exterior face of building to 10'-0" away from exterior face, or to the furthest point of gravity fall for material that may be dislodged by removal techniques employed, whichever is further. Debris shall be collected and the area shall be wiped down to collect dusts in accordance with all applicable regulations.

B. Following removal, all PCB bulk product waste shall be collected and placed into a dedicated container and stored in a lockable, controlled area. A PCB label identifying the waste as such is to be placed on the container with the appropriate information fields filled out. PCB bulk product waste shall not be mixed with other waste or soil.

C. It is the responsibility of the Contractor to determine current waste handling, transportation 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.

1.5 SUBMITTALS

A. Submittals: Thirty (30) days prior to commencement of the work on this project, the Contractor must submit the following to the Consultant:

1. Remediation Plan – General practices and procedures to be followed, including the anticipated removal methods and use of personal protective equipment.
2. Worker HAZWOPER certifications and proof of medical testing.
3. Copy of the Waste Transporter Permits/License for the transporter that will be used for final disposal of PCB waste.
4. Copy of the permit and final disposal facility license/approval letter which denotes their ability to accept and dispose of the PCB waste stream.

B. Prior to the commencement of work involving PCB-containing material removal, the Contractor must submit to the Consultant the name of its on-site supervisor responsible for such operations, as well as documentation that the supervisor has completed an OSHA HAZWOPER training course.

C. Following final removal and disposal, provide the waste transport and disposal documents (e.g., manifests), as well as certificates of destruction, as appropriate.

PART 2 – PRODUCTS (NOT APPLICABLE)

PART 3 – EXECUTION

3.1 PROJECT MONITORING/MANAGEMENT

A. The building Owner shall retain the services of an environmental consulting firm to provide periodic site inspections, documentation review, and general consulting services. The environmental consulting firm will supply an Environmental Control Representative (ECR) to monitor the remediation work.

B. The Contractor shall cooperate fully with the ECR 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.

C. The ECR will oversee work practices and ensure compliance to all applicable regulations, standards, and the Contract Documents.

D. The ECR will perform visual inspections during and after the remediation work to ensure that all contaminated material has been properly removed and all surfaces have been cleaned and/or encapsulated in accordance with the contract documents.

END OF SECTION 028700

SECTION 030100
MAINTENANCE OF CONCRETE

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Cleaning of existing concrete surfaces.

B. Repair of exposed structural, shrinkage, and settlement cracks.

C. Resurfacing of concrete surfaces having spalled areas and other damage.

D. Repair of deteriorated concrete.

E. Repair of internal concrete reinforcement.

F. Scope of Work: As indicated on drawings.

1.2 RELATED REQUIREMENTS

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

B. Section 071400 - Fluid Applied Waterproofing: For waterproofing to be applied to concrete surfaces and joints.

1.3 REFERENCE STANDARDS

A. ACI 546R - Guide to Concrete Repair.

B. ACI 563 - Specifications for Repair of Concrete in Buildings.

C. ASTM A615/A615M - Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement; 2026.

D. ASTM A1064/A1064M - Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete; 2024.

E. ASTM C33/C33M - Standard Specification for Concrete Aggregates; 2024a.

F. ASTM C39/C39M - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens; 2026.

G. ASTM C109/C109M - Standard Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 50 mm [2 in.] Cube Specimens); 2026.

H. ASTM C150/C150M - Standard Specification for Portland Cement; 2024.

I. ASTM C404 - Standard Specification for Aggregates for Masonry Grout; 2024.

J. ASTM C881/C881M - Standard Specification for Epoxy-Resin-Base Bonding Systems for Concrete; 2020a.

K. ASTM C928/C928M - Standard Specification for Packaged, Dry, Rapid-Hardening Cementitious Materials for Concrete Repairs; 2025.

L. ASTM C1059/C1059M - Standard Specification for Latex Agents for Bonding Fresh to Hardened Concrete; 2024.

M. ASTM C1708/C1708M - Standard Test Methods for Self-Leveling Mortars Containing Hydraulic Cements; 2025.

N. AWS D1.4/D1.4M - Structural Welding Code - Steel Reinforcing Bars; 2018, with Amendment (2020).

O. ICRI 310.2R - Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, Polymer Overlays, and Concrete Repair; 2013.

1.4 ADMINISTRATIVE REQUIREMENTS

A. Scheduling: Perform blast cleaning only between the hours of 7 am to 10 pm.

1.5 SUBMITTALS

A. See Section 013300 - Submittal Procedures, for submittal procedures.

B. Product Data: Indicate product standards, physical and chemical characteristics, technical specifications, limitations, maintenance instructions, and general recommendations regarding each material.

C. Manufacturer's qualification statement.

D. Installer's qualification statement.

E. Project Record Documents: Accurately record actual locations of structural reinforcement repairs and type of repair.

F. Test Reports: Submit report for each test or series of tests specified.

G. Warranty: Submit manufacturer warranty and ensure forms have been completed in Owner's name and registered with manufacturer.

H. Project Record Documents: Accurately record actual locations, limits and type of repairs.

1.6 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section, with not less than five years of documented experience.

B. Contractor Qualifications: Contractor shall be qualified in the field of concrete repair and protection with a successful track record of not less than five years. Contractor shall maintain qulaified personnel who have recieved product training by a manufacturer's representative.

C. Cleaner Qualifications: Company specializing in, and with minimum of 5 years of experience in, the type of cleaning specified.

D. Installer Qualifications: Company specializing in performing work of the type specified and with minimum of 3 years of documented experience.

E. Welder Qualifications: Welding processes and welding operators qualified in accordance with AWS D1.4/D1.4M and dated no more than 12 months before start of scheduled welding work.

1.7 MOCK-UPS

A. Test each type of maintenance procedure required on each type of existing construction, to determine the most appropriate procedures to use and as a record of expected results.

B. Crack Injection: Prepare one sample of each type of injection.

C. Where color or texture matching is required, first prepare a small size sample on cementitious board.

D. Re-work mock-up(s) until satisfactory to Design Professional.

E. Satisfactory mock-up(s) may remain as part of the work.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Comply with manufacturers' instructions for storage, shelf life limitations, and handling of products.

B. Deliver polymer resin materials in original factory-sealed containers with manufacturer's labels intact and legible. Verify product nomenclature, manufacturer's name, product identification, batch number, date of manufacture, and shelf life or expiration date. Do not use polymer resin materials that have exceeded shelf life.

C. Store materials in covered, well-ventilated area and according to manufacturer's written storage instructions. Store polymer resins and hardeners separate from construction materials that can absorb odors.

D. All materials must be delivered in original, unopened containers with the manufacturer's name. labels and product identification. Damaged material must be removed from the the site.

PART 2 PRODUCTS

2.1 GENERAL

A. Source Limitations: Obtain specified products from single source from single manufacturer.

B. The manufacturer and model number(s) or series listed below are Basis-of-Design.
   1. Subject to compliance with requirements of product identified as basis-of-design, other manufacturers shall be considered for bidding as an equivalent when the bidder provides a written request for equivalency to the Architect prior to bidding.
   2. Follow all instructions as indicated in Section 012519 - Equivalent Procedures.

2.2 CLEANING MATERIALS

A. Detergent: Non-ionic detergent.

B. Strippers and Cleaners for Removal of Existing Coatings:
   1. Manufacturers:
      a. W. R. Meadows, Inc; Ultrite Coating Remover: www.wrmeadows.com.
      b. W. R. Meadows, Inc; Ultrite Cleaner: www.wrmeadows.com.
      c. Euclid Chemical Company; Euco Clean and Strip: www.euclidchemical.com.
      d. SpecChem, LLC; Orange Peel-Citrus Cleaner: www.specchemllc.com.
      e. United Gilsonite Laboratories; DRYLOK® Concrete Cleaner and Degreaser: www.ugl.com.
      f. Substitutions: See Section 016000 - Product Requirements.

2.3 CEMENTITIOUS PATCHING AND REPAIR MATERIALS

A. Manufacturers:

1. ARDEX Engineered Cements: www.ardexamericas.com.
2. Euclid Chemical Company: www.euclidchemical.com.
3. Master Builders Solutions by BASF: www.master-builders-solutions.basf.us/en-us.
4. The QUIKRETE Companies: www.quikrete.com.
5. SpecChem, LLC: www.specchemllc.com.
6. W. R. Meadows, Inc: www.wrmeadows.com.
7. Substitutions: See Section 016000 - Product Requirements.

B. Bonding Slurry: Water-based latex admixture; comply with ASTM C1059/C1059M, combined with Portland cement and sand in accordance with admixture manufacturer's instructions.
   1. Admixture Manufacturers:
      a. Euclid Chemical Company; AKKRO-7T: www.euclidchemical.com.
      b. SpecChem, LLC; Strong Bond - Acrylic Bonder: www.specchemllc.com.
      c. W. R. Meadows, Inc; Acry-lok: www.wrmeadows.com.
      d. Substitutions: See Section 016000 - Product Requirements.

C. Cementitious Resurfacing Mortar: One- or two-component, factory-mixed, polymer-modified cementitious mortar designed for continuous thin-coat application.
   1. In-place material resistant to freezing conditions.
   2. Mixed with water or latex type bonding agent in proportions as recommended by manufacturer.
   3. Integral corrosion inhibitor.
   4. Manufacturers:
      a. ARDEX Engineered Cements; ARDEX Feather Finish: www.ardexamericas.com.
      b. Euclid Chemical Company; THIN TOP SUPREME: www.euclidchemical.com.
      c. Master Builders Solutions by BASF; MasterEmaco T 1061DR: www.master-builders-solutions.basf.us.
      d. SpecChem, LLC: Duo Patch: www.specchemllc.com.
      e. Substitutions: See Section 016000 - Product Requirements.

D. Cementitious Repair Mortar, Trowel Grade: One- or two-component, factory-mixed, polymer-modified cementitious mortar.
   1. In-place material resistant to freezing conditions.
   2. Mixed with water or latex type bonding agent in proportions as recommended by manufacturer.
   3. Integral corrosion inhibitor.
   4. Manufacturers:
      a. ARDEX Engineered Cements; ARDEX Feather Finish: www.ardexamericas.com.
      b. Euclid Chemical Company; EucoRepair V100: www.euclidchemical.com.
      c. Five Star Products, Inc; Five Star Structural Concrete V/O: www.fivestarproducts.com.
      d. W. R. Meadows, Inc; Meadow-Patch T1, Meadow-Patch T2, Meadow-Patch 5, or Meadow-Patch 20: www.wrmeadows.com.
      e. Substitutions: See Section 016000 - Product Requirements.

E. Cementitious Repair Mortar, Form and Pour/Pump Grade: Flowable, one- or two-component, factory-mixed, polymer-modified cementitious mortar; in-place material resistant to freezing conditions.

1. Manufacturers:
   a. Euclid Chemical Company; EUCOCRETE: www.euclidchemical.com.
   b. Five Star Products, Inc; Five Star Structural Concrete: www.fivestarproducts.com.
   c. Master Builders Solutions by BASF; MasterEmaco S 440: www.master-builders-solutions.basf.us/en-us.
   d. W. R. Meadows, Inc; Meadow-Crete FNP: www.wrmeadows.com.
   e. Substitutions: See Section 016000 - Product Requirements.

F. Exterior Self-Leveling Concrete Floor Topping:
1. Compressive Strength: 7,000 psi, minimum, at 28 days, when tested in accordance with ASTM C1708/C1708M.

2.4 EPOXY PATCHING AND REPAIR MATERIALS

A. Manufacturers:
1. Euclid Chemical Company: www.euclidchemical.com.
2. SpecChem, LLC: www.specchemllc.com.
3. W. R. Meadows, Inc: www.wrmeadows.com.
4. Substitutions: See Section 016000 - Product Requirements.

B. Epoxy Repair Mortar: Epoxy resin mixed with aggregate and other materials in accordance with manufacturer's instructions for purpose intended; comply with pot life and workability limits.
1. Manufacturers:
   a. ARDEX Engineered Cements; ARDEX BACA: www.ardexamericas.com.
   b. Euclid Chemical Company; DURALFLEX FASTPATCH: www.euclidchemical.com.
   c. SpecChem, LLC; SpecPoxy 1000, SpecPoxy 2000, SpecPoxy 3000 or SpecPoxy 3000 FS: www.specchemllc.com.
   d. W. R. Meadows, Inc; Rezi-Weld Gel Paste, Rezi-Weld Gel Paste State, Rezi-Weld 1000, Rezi-Weld LV, or Rezi-Weld LV State: www.wrmeadows.com.
   e. Substitutions: See Section 016000 - Product Requirements.

C. Epoxy Injection Adhesive:
1. Manufacturers:
   a. Euclid Chemical Company; DURAL FAST SET LV: www.euclidchemical.com/#s.
   b. SpecChem, LLC; SpecPoxy 1000; www.specchemllc.com.
   c. W. R. Meadows, Inc; Rezi-Weld LV, Rezi-Weld LV State, Rezi-Weld (IP), or Rezi-Weld Gel Paste: www.wrmeadows.com.
   d. Substitutions: See Section 016000 - Product Requirements.

D. Epoxy Bonding Adhesive: Non-sag, two-component, 100 percent solids; recommended by manufacturer for purpose and conditions under which used.
1. Non-Load-Bearing Applications: ASTM C881/C881M, Type I, II, III, IV, or V, whichever is appropriate to application.
2. Load-Bearing Applications: ASTM C881/C881M, Type IV or V, whichever is appropriate to application.
3. Other Applications: ASTM C881/C881M, Type as appropriate to application.

2.5 ACCESSORIES

A. Anchoring Adhesive: Self-leveling or non-sag as applicable.
   1. Self-Leveling Epoxy Products:
      a. Euclid Chemical Company; DURAL FAST SET LV: www.euclidchemical.com.
      b. SpecChem, LLC; SpecPoxy 2000; www.specchemllc.com.
      c. Substitutions: See Section 016000 - Product Requirements.

B. Portland Cement: ASTM C150/C150M, Type I, grey.

C. Sand: ASTM C33/C33M or ASTM C404; uniformly graded, clean.

D. Water: Clean and potable.

E. Reinforcing Steel: ASTM A615/A615M Grade 60 (60,000 psi) billet-steel deformed bars, unfinished.

F. Stirrup Steel: ASTM A1064/A1064M.

PART 3 EXECUTION

3.1 EXAMINATION

A. See drawings for specific areas to be repaired.

B. Verify that surfaces are ready to receive work.

C. Notify Design Professional seven days in advance of dates when areas of delaminated concrete and reinforcing bars will be located.

D. Locate areas of delamination using a hammer or chain drag sounding and mark boundaries. Mark areas for removal by simplifying and squaring off boundaries of delaminated areas as directed by Design Professional.

E. Beginning of installation means acceptance of substrate.

3.2 PREPARATION

A. Prepare concrete surfaces to be repaired according to ICRI 310.2R.

B. Protect people, motor vehicles, equipment, surrounding construction, Project site, plants, and surrounding buildings from injury and damage resulting from concrete rehabilitation work.
   1. Erect temporary protective covers over pedestrian walkways and at points of entrance and exit for people and vehicles that must remain in operation during course of concrete rehabilitation work.
   2. Protect adjacent equipment and surfaces by covering them with heavy polyethylene film and waterproof masking tape or a liquid strippable masking agent. If practical, remove items, store, and reinstall after potentially damaging operations are complete.
   3. Neutralize and collect alkaline and acid wastes for disposal off Owner's property.
   4. Dispose of runoff from wet operations by legal means and in a manner that prevents soil erosion, undermining of paving and foundations, damage to landscaping, and water penetration into building interiors.

C. Shoring: Install temporary supports before beginning concrete removal.

D. Concrete Removal: Saw-cut perimeter of areas indicated for removal to a depth of at least 1/2 inch. Make cuts perpendicular to concrete surfaces and no deeper than cover on reinforcing. Remove loose and deteriorated concrete by breaking up and dislodging from reinforcing.
   1. Remove concrete between cuts to a depth of at least 1/2 inch.
   2. Where half or more of the perimeter of reinforcing bar is exposed, bond between reinforcing bar and surrounding concrete is broken, or reinforcing bar is corroded, remove concrete from entire perimeter of bar to provide at least a 3/4-inchclearance.
   3. Test areas where concrete has been removed by tapping with hammer and remove additional concrete until unsound concrete is completely removed.
   4. Provide fractured aggregate surfaces with a profile of at least 1/8 inch that are approximately perpendicular or parallel to original concrete surfaces. At columns and walls, make top and bottom surfaces level.
   5. Thoroughly clean removal areas of loose concrete, dust, and debris.

E. Reinforcing Bar Preparation: Remove loose and flaking rust from reinforcing bars by high-pressure water cleaning, abrasive blast cleaning, needle scaling, or wire brushing until only tightly bonded light rust remains.
   1. Where section loss of reinforcing bar is more than 25 percent, or 20 percent in 2 or more adjacent bars, cut bars and remove and replace as directed by Design Professional. Remove additional concrete as necessary to provide at least a 3/4-inchclearance at existing and replacement bars. Splice reinforcement bars to existing bars according to ACI 318, by lapping or using mechanical couplings.

F. Preparation of Floor Joints for Repair: Saw-cut joints full width to edges of spalls and to a depth of at least 3/4 inch. Clean out debris and loose concrete; vacuum or blow clear with compressed air.

G. Surface Preparation for Corrosion-Inhibiting Treatment: Clean concrete by low-pressure water cleaning, detergent scrubbing, or sand blasting to remove dirt, oils, films, and other materials detrimental to treatment application. Allow surface to dry before applying corrosion-inhibiting treatment.

H. Surface Preparation for Overlays: Remove delaminated material and deteriorated concrete surface material. Roughen surface of concrete by sand blasting, shot blasting, scarifying, needle scaling, high-pressure water jetting, scabbling, flame blasting, or milling to produce a surface profile matching CSP 4, 5 or 6 per ICRI 03732, as required to meet the requirements of the selected overlay. Sweep and vacuum roughened surface to remove debris followed by low-pressure water cleaning. Coordinate surface preparation with the surface preparation for the corrosion-inhibiting treatment.

I. Surface Preparation for Sealers: Clean concrete by shot blasting, low-pressure water cleaning, or detergent scrubbing to remove dirt, oils, films, and other materials detrimental to sealer application.

3.3 CLEANING EXISTING CONCRETE

A. Clean concrete surfaces of dirt or other contamination using the gentlest method that is effective.
   1. Try the gentlest method first, then, if not clean enough, use a less gentle method taking care to watch for impending damage.

2. Clean out cracks and voids using same methods.

B. The following are acceptable cleaning methods, in order from gentlest to less gentle:
   1. Water washing using low-pressure, maximum of 100 psi, and, if necessary, brushes with natural or synthetic bristles.
   2. Increasing the water washing pressure to maximum of 400 psi.
   3. Adding detergent to washing water; with final water rinse to remove residual detergent.
   4. Steam-generated low-pressure hot-water washing.

3.4 CONCRETE STRUCTURAL MEMBER REPAIR

A. Follow repair product manufacturer's written installation instructions.

B. Epoxy-Modified, Cementitious Bonding and Corrosion Inhibitor: Apply to reinforcing bars and concrete by stiff brush or hopper spray according to manufacturer's written instructions. Apply to reinforcing bars in two coats, allowing first coat to dry two to three hours before applying second coat. Allow to dry before placing patching mortar or concrete.

C. Mortar Scrub-Coat: Dampen repair area and surrounding concrete 6 inches beyond repair area. Remove standing water and apply scrub-coat with a brush, scrubbing it into surface and thoroughly coating repair area. If scrub-coat dries, recoat before applying patching mortar or concrete.

D. Patching Mortar: Unless otherwise recommended by manufacturer, apply as follows:
   1. Wet substrate thoroughly and then remove standing water. Scrub a slurry of neat patching mortar, filling pores and voids.
   2. Place patching mortar by troweling toward edges of patch to force intimate contact with edge surfaces. For large patches, fill edges first and then work toward center, always troweling toward edges of patch. At fully exposed reinforcing bars, force patching mortar to fill space behind bars by compacting with trowel from sides of bars.
   3. For vertical and overhead patching, place material in lifts of not more than 1 inch nor less than 1/8 inch. Do not feather edge.
   4. After each lift is placed, consolidate material and screed surface.
   5. Where multiple lifts are used, score surface of lifts to provide a rough surface for application of subsequent lifts. Allow each lift to reach final set before placing subsequent lifts.
   6. Allow surfaces of lifts that are to remain exposed to become firm and then finish to a smooth surface or match adjacent surface pattern.
   7. Wet-cure cementitious patching materials, including polymer-modified, cementitious patching materials, for not less than seven days by water-fog spray or water-saturated absorptive cover.

E. Dry-Pack Mortar: Use for deep cavities and where indicated. Place according to manufacturer's written instructions and as follows:
   1. Provide forms where necessary to confine patch to required shape.
   2. Wet substrate and forms thoroughly and then remove standing water.

3. Place dry-pack mortar into cavity by hand, and compact into place with a hardwood drive stick and mallet or hammer. Do not place more material at a time than can be properly compacted. Continue placing and compacting until patch is approximately level with surrounding surface.
4. After cavity is filled and patch is compacted, trowel surface to match profile and finish of surrounding concrete. A thin coat of patching mortar may be troweled into the surface of patch to help obtain required finish.
5. Wet-cure patch for not less than seven days by water-fog spray or water-saturated absorptive cover.

F. Concrete: Place according to Section 03 3000 - Cast-in-Place Concrete and as follows:
1. Apply epoxy-modified, cementitious bonding and anticorrosion agent or epoxy bonding agent to reinforcing and concrete substrate.
2. Use vibrators to consolidate concrete as it is placed.
3. At unformed surfaces, screed concrete to produce a surface that when finished with patching mortar will match required profile and surrounding concrete.
4. Where indicated place concrete by form and pump method.
   a. Design and construct forms to resist pumping pressure in addition to weight of wet concrete. Seal joints and seams in forms and junctions of forms with existing concrete.
   b. Pump concrete into place, releasing air from forms as concrete is introduced. When formed space is full, close air vents and pressurize to 14 psi.
5. Wet-cure concrete for not less than seven days by leaving forms in place or keeping surfaces continuously wet by water-fog spray or water-saturated absorptive cover.
6. Fill placement cavities with dry-pack mortar and repair voids with patching mortar. Finish to match surrounding concrete.

G. Grouted Preplaced Aggregate Concrete: Use for column and wall repairs and where indicated. Place as follows:
1. Design and construct forms to resist pumping pressure in addition to weight of wet grout. Seal joints and seams in forms and junctions of forms with existing concrete.
2. Apply epoxy-modified, cementitious bonding and anticorrosion agent or epoxy bonding agent to reinforcing and concrete substrate.
3. Place aggregate in forms, consolidating aggregate as it is placed. Pack aggregate into upper areas of forms to achieve intimate contact with concrete surfaces.
4. Fill forms with water to thoroughly dampen aggregate and substrates. Drain water from forms before placing grout.
5. Pump grout into place at bottom of preplaced aggregate, forcing grout upward. Release air from forms at top as grout is introduced. When formed space is full and grout flows from air vents, close vents and pressurize to 14 psi.
6. Wet-cure concrete for not less than seven days by leaving forms in place or keeping surfaces continuously wet by water-fog spray or water-saturated absorptive cover.
7. Repair voids with patching mortar and finish to match surrounding concrete.

3.5 CRACK REPAIR USING EPOXY ADHESIVE INJECTION

A. Repair exposed cracks.

B. Follow epoxy adhesive manufacturer's written installation instructions.

C. Clean areas to recieve capping adhesive of oil, dirt, and other substances that would interfere with bond.

D. Provide temporary entry ports spaced to accomplish movement of fluids between ports; no deeper than the depth of the crack to be filled or port size diameter no greater than the thickness of the crack. Provide temporary seal at concrete surface to prevent leakage of adhesive.

E. Inject adhesive into ports under pressure using equipment appropriate for particular application.

F. Begin injection at lower entry port and continue until adhesive appears in adjacent entry port. Continue from port to port until entire crack is filled.

G. Remove temporary seal and excess adhesive.

H. Clean surfaces adjacent to repair and blend finish.

3.6 CONCRETE SURFACE REPAIR USING CEMENTITIOUS MATERIALS

A. Clean concrete surfaces, cracks, and joints of dirt, laitance, corrosion, and other contamination using method(s) specified above and allow to dry.

B. Follow bonding agent and repair mortar manufacturer's written installation instructions.

C. Apply coating of bonding agent to entire concrete surface to be repaired.

D. Fill voids with cementitious mortar flush with surface.

E. Apply repair mortar by steel trowel to a minimum thickness of 1/4 inch over entire surface, terminating at a vertical change in plane on all sides.

F. Trowel finish to match adjacent concrete surfaces.

3.7 CONCRETE SURFACE REPAIR USING POLYMER OVERLAY

A. Polymer Overlay: Apply according to ACI 503.3.
   1. Apply to traffic-bearing surfaces, including parking areas and walks.
   2. Application rates: rates are for bidding purposes and are to be confirmed in the field using a 100 sf mockup and skid test.
      a. Primer: if a primer is recommended by the manufacturer, apply at 200 to 300 sq. ft. per gal. and adjust the rate of the remaining coats so the total effective application rate is not less than 8.167 gal. per 100 sf.
      b. 1st coat of epoxy: 2.5 gal. minimum per 100 sf (40 sq. ft. maximum per gal.)
      c. 1st broadcast of aggregate: 1.11 lbs. minimum per sq. ft. to excess
      d. 2nd coat of epoxy: 5 gal. minimum per 100 sf (20 sq. ft. maximum per gal.)
      e. 2nd broadcast of aggregate: 1.55 lbs. minimum per sq. ft. to excess
      f. Seal coat of epoxy: 0.67 gal. minimum per 100 sf (150 sq. ft. maximum per gal.).

B. Polymer Sealer: Apply by brush, roller, or airless spray at manufacturer's recommended application rate. Fill cracks that are not indicated to receive sealant with oven-dried sand before applying sealer. After application of sealer, broadcast a dry silica sand to refusal evenly over the surface at a rate of not less than 20 lbs./100 sq. ft.
   1. Apply to traffic-bearing surfaces, including parking areas and walks.

3.8 FIELD QUALITY CONTROL

A. See Section 014000 - Quality Requirements for additional requirements.

B. An independent testing agency, as specified in Section 014000, will perform field inspection and testing.

C. Patching Mortar, Packaged Mixes: 3 randomly selected samples for every 4 hours of placement or portion thereof. New samples shall be taken when conditions change, such as a change in shift, weather, temperature, etc. Test samples according to ASTM C 928.

D. Grouted Preplaced Aggregate: Tested for compressive strength of grout according to ASTM C 942.
   1. Testing Frequency: 1 sample for each 25 cu. yd. of grout or fraction thereof, but not less than 1 sample for each day's work.

E. Epoxy Crack Injection: Core drilled samples to verify proper installation.
   1. Testing Frequency: 3 samples from mockup and 1 sample for each 100 feet of crack injected.
   2. Core size: ¾ inch diameter by 12 inches long.
   3. Where samples are taken, fill holes with epoxy mortar.

F. Polymer Overlays:
   1. Testing Agency will oversee field quality control per ACI 503.3 that is performed by Manufacturer’s representative and paid for by the contractor:
      a. Confirm proper surface preparation.
      b. Determine that moisture content of slab is within the acceptable range.
      c. Confirm that coating is applied per ACI 503.3 and Manufacturer’s requirements.
      d. Confirm that coatings and aggregate are applied at a rate at least equal to that specified.
      e. Pullout strength test to assure a minimum of 100 psi pullout strength of coating system (12 tests minimum).

END OF SECTION 030100

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SECTION 040100
MAINTENANCE OF MASONRY

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Preparation for Maintenance of Masonry and Stone.

B. Masonry and Stone Cleaning.

C. Stone Repair.

D. Stone Joint Sealants.

E. Replacement of Existing Mortar or Sealant at Windows, Door Frames, Louvers, Ducts and Miscellaneous Items With New Sealant.

F. General Cleaning.

1.2 RELATED REQUIREMENTS

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

B. Section 044200 - EXTERIOR STONE CLADDING.

C. Section 079200 - Joint Sealants

1.3 SUMMARY

A. Extent of masonry restoration and cleaning is indicated on drawings and in provisions of this section.

1. Examine the site, building and adjacent property. Thoroughly investigate conditions at site to determine measures required to protect existing windows, doors and similar items from restoration and cleaning work. Examine potential interferences and difficulties that may be encountered in proper and complete execution.

1.4 REFERENCE STANDARDS

A. ASTM C270 - Standard Specification for Mortar for Unit Masonry; 2026.

B. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2018 (Reapproved 2024).

C. FS TT-S-230 - Sealing Compound, Synthetic Rubber Base, Single Component Chemically Curing (For Caulking and Glazing in Building Construction); Current Edition.

D. FS TT-S-1543 - Sealing Compound; Silicone Rubber Base (Caulking and Sealants); Current Edition.

E. TMS 402/602 - Building Code Requirements and Specification for Masonry Structures; 2022, with Errata (2024).

1.5 ADMINISTRATIVE REQUIREMENTS

A. Preinstallation Meeting: Convene one week prior to commencing work of this section.

1. Require attendance of parties directly affecting work of this section.

2. Review conditions of installation, installation procedures, and coordination with related work.

B. Scheduling:
1. Perform cleaning and washing of masonry between the hours of 7 am to 11 pm only.

1.6 SUBMITTALS

A. See Section 013300 - Submittal Procedures, for submittal procedures.

B. Product Data: Provide data on cleaning compounds.

C. Submit to Architect for approval, manufacturer's product literature and installation/application instructions for each type of work encountered.

D. Certificates: Manufacturer's certification that materials conform to specification requirements.

E. Shop Drawings: Indicate setting details of stone. Detail shoring and temporary or permanent support.

F. Samples: Submit four samples of face brick units to illustrate matching color, texture and extremes of color range.

G. Manufacturer's Instructions: For cleaning materials, indicate special procedures, conditions requiring special attention.

H. Upon completion of work, provide a written two (2) year installation warranty and a manufacturer’s written warranty against staining, failure of caulking and sealing for period of twenty (20) years from date of certificate of substantial completion.

1.7 QUALITY ASSURANCE - MASONRY WORK

A. Comply with provisions of TMS 402/602, except where exceeded by requirements of Contract Documents.
1. Maintain one copy of each document on project site.

B. Restoration Contractor: Company specializing in masonry restoration with minimum five years of documented experience.
1. The Contractor shall keep on the job at all times during the entire restoration and cleaning project, a competent and responsible supervisor, whom has had a minimum of five (5) years experience in this type of specialized work. All other mechanics excluding laborers shall also have had a minimum of three (3) years experience.

C. Products specified herein shall be considered established criteria for type, function, finish and quality.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials to project site in original, unopened packaging with labels intact.

B. Deliver masonry neatly stacked and tied on pallets. Store clear of ground with adequate waterproof covering.

C. Store blast medium and restoration cleaner materials in manufacturer's packaging.

D. Store materials in covered, well-ventilated area protected from exposure to detrimental conditions, including airborne contaminants, dirt, dust, sunlight, temperatures lower than 40 degrees F or greater than 100 degrees F, rainfall, sparks, or flame, and in accordance with the manufacturer's requirements. Store polymer resins and hardeners in separate area from construction materials that can absorb odors.

E. Handle and store materials in accordance with manufacturer's instructions.

1.9 FIELD CONDITIONS - MASONRY WORK

A. Cold and Hot Weather Requirements: Comply with requirements of TMS 402/602 or applicable building code, whichever is more stringent.

1.10 WARRANTY

A. See Section 017700 - Closeout Procedures, for additional warranty requirements.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. The manufacturer and model number(s) or series listed below are Basis-of-Design.
   1. Subject to compliance with requirements of product identified as basis-of-design, other manufacturers shall be considered for bidding as an equivalent when the bidder provides a written request for equivalency to the Architect prior to bidding.
   2. Follow all instructions as indicated in Section 012519 - Equivalent Procedures.

B. Restoration and Cleaning Chemicals:
   1. PROSOCO: www.prosoco.com/#sle.
   2. Substitutions: See Section 016000 - Product Requirements.

2.2 CLEANING MATERIALS

A. Sure-Klean, 600 Detergent as manufactured by Prosoco, Inc. or equivalent.

B. Sure-Klean, Heavy Duty Restoration Cleaner as manufactured by Prosoco, Inc. or equivalent.

C. Sure-Klean Prewash, Afterwash Limestone Cleaner as manufactured by Prosoco, Inc. or equivalent.

2.3 STONE REPAIR COMPOUND

A. Jahn M70 Stone Patching Compound as manufactured by Cathedral Stone Products, or equivalent.
   1. Bonding agent as recommended by repair compound manufacturer.

2.4 MORTAR MATERIALS

A. Pointing Mortar: Non-shrinking, waterproof type as approved by Architect.

B. ASTM C270, Type N.

2.5 MASONRY MATERIALS

A. Stone Cladding: Section 044200.

2.6 MASONRY, CONCRETE AND STONE SEALANT

A. Equivalent to Dow Corning - 790 One Part Silicone Sealant. Sealant shall comply with FS TT-S-1543, FS TT-S-230 and ASTM C920, Type S, Grade NS, Class 25, Use T, NT, M, G, A and O.

2.7 SEALANT FOR WINDOWS, DOOR FRAMES, LOUVERS, DUCTS & MISCELLANEOUS ITEMS

A. Equivalent to Dow Corning – 795 medium modulus, One Part Silicone Sealant. Sealant shall comply with FS TT-S-1543, Class A, FS TT-S-230, Class A and ASTM C920, Type S, Grade NS, Class 50, Use NT, M, G, A and O.

2.8 WATER

A. Clean, potable.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that surfaces to be cleaned and restored are ready for work of this section.

3.2 PREPARATION FOR MAINTENANCE OF MASONRY AND STONE

A. Contractor shall maintain an order of neatness and good housekeeping to his operations. Tools, scaffolding, ladders and other equipment shall at all times be kept in a neat and orderly arrangement. All items shall be placed out of reach of all unauthorized personnel at end of each work day; any debris and dirt resulting from Contractor's operations shall not be allowed to accumulate, but shall be disposed of daily.

B. Protect all existing surfaces and materials from damage due to work under this section. All existing materials damaged shall be replaced to match existing at no additional cost to Owner.

C. Protect surrounding elements from damage due to restoration procedures.

D. Carefully remove and store removable items located in areas to be restored, including fixtures, fittings, finish hardware, and accessories; reinstall upon completion.

E. Separate areas to be protected from restoration areas using means adequate to prevent damage.

F. Mask immediately adjacent surfaces with material that will withstand cleaning and restoration procedures.

G. Protect roof membrane and flashings from damage with 1/2 inch plywood laid on roof surfaces over full extent of work area and traffic route.

H. When using cleaning methods that involve water or other liquids, install drainage devices to prevent runoff over adjacent surfaces unless those surfaces are impervious to damage from runoff.

I. Do not allow cleaning runoff to drain into sanitary or storm sewers.

3.3 MASONRY AND STONE CLEANING

A. Test area:
1. Clean a minimum 4' x 4' area of each type of masonry and stone surface for Architect's approval prior to proceeding with masonry cleaning. All cleaned areas shall match approved sample.
2. Methods and procedures used on approved sample areas shall be used for cleaning the remaining surfaces.

B. Cautions:
1. Exercise cautions stipulated by restoration material manufacturer pertaining to safety equipment required and exposure of personnel to cleaning materials.
2. Protect vehicles, pedestrians and foliage from cleaning operations. Contractor will be responsible for all overspray operations that damage public or private property.

C. Preparation of surfaces:
1. Protect all glass and non-masonry surfaces from exposure to cleaning materials as recommended by materials manufacturer.

D. Application of Heavy-Duty Restoration Cleaner:
1. Apply the cleaning solution liberally to the masonry surface using low pressure (50 psi) spray roller or brush.
2. Allow the cleaning solution to remain on the surface for 3 to 5 minutes. Reapply. Light scrubbing of the surface will improve cleaning results especially where high-pressure rinsing equipment is not available.
3. Application of the rinse water is extremely important. Restoration cleaner penetrates into the masonry surface solubilizing stain producing elements. Pressure water rinsing equipment developing 400 psi will prove effective and drastically improve the efficiency of the cleaning operation.
4. Rinse the treated area thoroughly using as much water pressure as possible. Rinse from the bottom of the treated area to the top covering each section of the surface with the concentrated stream of water.
    a. When cleaning severely stained areas, such as horizontal surfaces, under window sills, eaves, and similar conditions, "pretreating" the surface with limestone prewash may prove more effective. Apply limestone prewash directly to the stained surface and allow to dwell for 30 minutes to 1 hour. Pressure rinse, then "afterwash" with restoration cleaner.
5. Clean surfaces with hot water under high pressure. Pressure shall not exceed 3,000 psi.

E. Application of Sure-Klean 600 Detergent:
1. Thoroughly pre-wet a large area.
2. Apply diluted cleaning solution freely to the masonry surface using a densely-packed, soft-fibered masonry washing brush, or low pressure (50 psi max.) spray.
3. Allow the cleaning solution to remain on the surface for 3 to 5 minutes. Do not allow cleaner to dry. Reapply and scrape off heavy buildup of excess mortar using a wooden scraper or piece of brick, taking care not to harm the masonry surface.

4. Application of the rinse water is extremely important. Rinse thoroughly with fresh water, removing all cleaning compounds, free sand, loose material, debris and residue. Variable pressure water rinsing equipment developing 400 psi will prove effective and drastically improve the efficiency of the cleaning operation.
5. Reapply as required following steps a through c.
    a. When cleaning stained areas use restoration cleaner as per manufacturer's written instructions.

3.4 STONE REPAIR

A. Cut out to sound surfaces, deteriorated and/or spalled areas of existing stone in areas indicated on drawings.

B. Remove all spalling, scaling, crumbly material from surfaces and crevices. Render surfaces structurally sound, clean, free from contaminates that prevent proper bonding of repair compound.

C. Apply bonding agent to surfaces as required by repair compound manufacturer.

D. Install repair compound in accordance with manufacturer's recommendations to bring surfaces to original intended contours and texture.

3.5 STONE JOINT SEALANTS

A. Cut out existing mortar joints and/or sealant in stone to stone, stone to masonry and prepare joints to receive sealant application as follows:
    1. Where entire length of existing joint is sound, cut joint to depth of 3/4 inch.
    2. Where any portion in length of existing joint is deteriorated beyond 3/4 inch depth, cut out entire length of joint to sound mortar.
        a. If cut out joint is deeper than 3/4 inch, repoint with approved non-shrinking waterproof pointing mortar to within 3/4 inch of surface.
    3. Cut out all joints specified above using power saws to form square shoulders to adjoining stone or masonry.
    4. After joints have been cut out, flush out with compressed air to remove loose mortar, dust, and free from any contaminates that would prevent proper bonding of sealant.
    5. Install specified sealant.

3.6 REPLACEMENT OF EXISTING CONTROL JOINTS

A. Rake out existing sealant and backer rod.

B. Flush out joint with compressed air to remove loose material, dust, and free to be free from any contaminates that would prevent proper bonding of sealant. Leave joint ready to receive backer rod and sealant.

C. Install specified backer rod and sealant.

3.7 REPLACEMENT OF EXISTING MORTAR OR SEALANT AT WINDOWS, DOOR FRAMES, LOUVERS, DUCTS AND MISCELLANEOUS ITEMS WITH NEW SEALANT

A. Remove 100% of existing sealant or mortar around windows, door frames, louvers, ducts and miscellaneous items indicated on drawings.

B. Work shall be performed without damage to surfaces. Should any damages occur, Contractor shall repair and refinish as required and approved by Architect.

C. Leave joints clean, ready to receive backer rod and sealant.

D. Install specified backer rod and sealant.

3.8 PAINTING OF EXTERIOR STEEL LINTELS, LADDERS, RAILINGS, ETC.

A. Where existing metal surfaces are scheduled to receive new paint finish, clean surfaces free of dirt, dust, grease, oil, wax and other contaminates that would be detrimental to bond of new primer and paint finish. Where rust or scale is present, wire brush or sandpaper clean before painting. Apply appropriate primer to all areas to provide proper bond between existing and new finish painted surfaces.

B. Apply new primer and paint:
   1. Paint: Equivalent to Sherwin-Williams Company.
      a. 1 coat - S-W Pro-Cryl Universal Water Based Primer.
      b. 2 coats – S-W SHER-CRYL HPA, B66-300 Series Gloss or B66-350 Series Semi-Gloss.

3.9 INSTALLING BACKER ROD & SEALANT

A. Joint Requirements
   1. Joint width to depth proportions: As recommended by sealant manufacturer.
   2. Regulate sealant depth in joints by use of proper backer rods.
   3. Backer rod size before insertion: As recommended by backer rod and/or sealant manufacturer for conditions encountered.
   4. Install backer rods observing manufacturer's precautions pertaining to punctures, folds and creases.

B. Priming: (Where recommended by manufacturer).
   1. Prime joints in which sealant is to be installed.
   2. Apply primer to confines of joint protecting adjacent exposed surfaces to prevent primer from staining surfaces not covered by sealant.
   3. Immediately remove primer splashed on adjacent surfaces following recommendations of primer manufacturer.
   4. Replace, at no additional cost to Owner, surfaces stained by primer.

C. Application:
   1. Fill joints from bottom to top by holding properly sized nozzle against bottom of joint. Superficial or skin bead, not acceptable.
   2. Properly tool sealant to assure correct bead configuration and maximum adhesion to sides of joints.
   3. Strike off excess material with tooling stick or knife.

4. Unless otherwise indicated, finish bead flush with surface.
5. Remove excess materials and smears adjacent to joint as work progresses.
6. Remove masking tape, if used, immediately following tooling of joints.

D. Acceptance:
1. Where sealant or material fails to adhere to sides of joint, remove and repeat installation procedures to insure properly sealed joints.
2. Remove and replace sealant material allowing passage of air and/or water or that has hardened, cracked, crumbled, melted, shrunk, run or stained adjacent surfaces.

3.10 REBUILDING

A. Cut out damaged and deteriorated stone with care in a manner to prevent damage to any adjacent remaining materials.

B. Support structure as necessary in advance of cutting out units.

C. Cut away loose or unsound adjoining masonry as directed.

D. Build in new units following procedures for new work specified in other section(s).

E. Mortar Mix: Colored and proportioned to match existing work.

F. Ensure that anchors are correctly located and built in.

G. Install built in masonry work to match and align with existing, with joints and coursing true and level, faces plumb and in line. Build in all openings, accessories and fittings.

3.11 GENERAL CLEANING

A. Leave work area and surrounding surfaces clean and free of mortar spots, droppings, broken masonry and sealant.

B. Remove water-repellent material from exposed surfaces not scheduled to receive water-repellent.

C. Immediately remove stains, efflorescence, or other excess resulting from the work of this section.

D. Remove excess mortar, smears, and droppings as work proceeds and upon completion.

E. Clean surrounding surfaces.

F. Remove debris caused by work required herein and legally dispose of away from site.

END OF SECTION 040100

SECTION 044200
EXTERIOR STONE CLADDING

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Cut marble and granite veneer at exterior walls.

B. Metal anchors and supports.

C. Sealing exterior joints.

D. Pointing interior joints.

1.2 RELATED REQUIREMENTS

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

B. Section 076200 - SHEET METAL FLASHING AND TRIM.

C. Section 079200 - JOINT SEALANTS.

1.3 REFERENCE STANDARDS

A. ASTM A240/A240M - Standard Specification for Chromium and Chromium-Nickel Stainless Steel Plate, Sheet, and Strip for Pressure Vessels and for General Applications; 2026.

B. ASTM A666/A666M - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar; 2024.

C. ASTM C270 - Standard Specification for Mortar for Unit Masonry; 2026.

D. ASTM C503/C503M - Standard Specification for Marble Dimension Stone; 2023.

E. ASTM C615/C615M - Standard Specification for Granite Dimension Stone; 2023.

F. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2018 (Reapproved 2024).

G. ASTM C1248 - Standard Test Method for Staining of Porous Substrate by Joint Sealants; 2022.

H. ASTM C1330 - Standard Specification for Cylindrical Sealant Backing for Use with Cold Liquid-Applied Sealants; 2023.

I. ASTM C1528/C1528M - Standard Guide for Selection of Dimension Stone; 2020, with Editorial Revision (2025).

J. NBGQA (SPEC) - Specifications for Architectural Granite, Version 20-1; 2020.

K. NSI (DSDM) - Dimensional Stone Design Manual, Version VIII; 2016.

1.4 ADMINISTRATIVE REQUIREMENTS

A. Preinstallation Meeting: Convene one week before starting work of this section.

1.5 SUBMITTALS

A. See Section 013300 – Submittal Procedures, for submittal procedures.

B. Product Data: Provide data on stone, mortar products, and sealant products.

C. Shop Drawings: Indicate layout, pertinent dimensions, anchorages, head, jamb, and sill opening details, and jointing methods.

D. Installation Instructions: Submit stone fabricator's installation instructions and field erection or setting drawings; indicate panel identifying marks and locations on setting drawings.

E. Stone Fabricator's Qualification Statement.

F. Installer's Qualification Statement.

G. NSI Installer Qualification: Documentation of Natural Stone Institute Accreditation.

1.6 QUALITY ASSURANCE

A. Design anchors and supports under direct supervision of a Professional Structural Engineer, registered in State where project is located.
   1. Design anchors to resist positive and negative wind pressures and other loads as required by applicable code.
   2. Design anchor attachment to stone with a factor of safety of 5:1.
   3. Design each individual anchor with a factor of safety in the vertical dead-load-bearing direction of 4:1 and in the horizontal lateral-load-bearing direction of 2:1.

B. Perform work in accordance with NBGQA (SPEC).

C. Perform work in accordance with NSI (DSDM).

D. Maintain one copy of each document on site.

E. Stone Fabricator: Company specializing in fabricating cut stone with minimum ten years of documented experience.

F. Installer Qualifications: Company specializing in performing the work of this section with minimum 10 years of experience.

G. Installer Qualifications: Natural Stone Institute (NSI) Accredited Commercial A Contractor (heavy commercial); www.naturalstoneinstitute.org/#sle.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Store stone panels vertically on edge, resting weight on panel edge.

B. Protect stone from discoloration.

1.8 FIELD CONDITIONS

A. During temporary storage on site, at the end of working day, and during rainy weather, cover stone work exposed to weather with non-staining waterproof coverings, securely anchored.

PART 2 PRODUCTS

2.1 GENERAL

A. Source Limitations: Obtain specified products from single source from single manufacturer.

B. The manufacturer and model number(s) or series listed below are Basis-of-Design.

1. Subject to compliance with requirements of product identified as basis-of-design, other manufacturers shall be considered for bidding as an equivalent when the bidder provides a written request for equivalency to the Architect prior to bidding.
2. Follow all instructions as indicated in Section 012519 - Equivalent Procedures.

2.2 STONE

A. Stone, General: See recommendations in ASTM C1528/C1528M.

B. Marble: complying with ASTM C503/C503M Classification I - Calcite.
   1. Grade: NSI Group A.
   2. Color: as selected by Owner / Architect and as indicated on drawings.
   3. Acceptable Producers:
      a. Vermont Quarries Corporation: www.vermontdanbymarble.com/#sle.
      b. Substitutions: See Section 016000 - Product Requirements.

C. Granite: complying with ASTM C615/C615M.
   1. Color: As selected by Owner / Architect and as indicated on drawings.
   2. Acceptable Producers:
      a. Cold Spring Granite Company: www.coldspringusa.com/#sle.
      b. Polycor Natural Stone: www.polycor.com/#sle.
      c. Substitutions: See Section 016000 - Product Requirements.

2.3 MORTAR

A. Mortar: ASTM C270, Type N, Proportion specification, using Portland cement of white color.

2.4 ANCHORS AND ACCESSORIES

A. Anchors and Other Components in Contact with Stone: Stainless steel, ASTM A666 Type 304.
   1. Sizes and configurations: As required for vertical and horizontal support of stone and applicable loads.
   2. Wire ties are not permitted.

B. Support Components not in Contact with Stone: Stainless steel, ASTM A240/A240M Type 304.

C. Setting Buttons and Shims: Lead type.

D. Flashings: Specified in Section 076200.

E. Weep/Cavity Vents: Molded PVC grille, insect resistant .

F. Joint Sealant: ASTM C920 silicone sealant with movement capability of at least plus/minus 25 percent and non-staining to stone when tested in accordance with ASTM C1248.

G. Joint Backer Rod: ASTM C1330 open cell polyurethane of size 40 to 50 percent larger in diameter than joint width.

H. Back Coating: Bituminous.

2.5 STONE FABRICATION

A. Thickness: As indicated on drawings.

B. Panel Size: As indicated on drawings.

C. Fabrication Tolerances: In accordance with NBGQA (SPEC).

D. Fabricate units for uniform coloration between adjacent units and over the full area of the installation.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that support work and site conditions are ready to receive work of this section.

B. Verify that items built-in under other sections are properly located and sized.

3.2 PREPARATION

A. Clean stone prior to erection. Do not use wire brushes or implements that will mark or damage exposed surfaces.

B. Coat back surfaces with back coating. Allow coating to cure.

3.3 INSTALLATION

A. Install flashings of longest practical length and seal watertight to back-up. Lap end joint minimum 6 inches and seal watertight.

B. Erect stone in accordance with stone supplier's instructions and erection drawings.

C. Set stone with a consistent joint width of 3/8 inch.

D. Install anchors and place setting buttons to support stone and to establish joint dimensions.

E. Install weep/cavity vents in vertical stone joints at 32 inches on center horizontally, immediately above horizontal flashings, above shelf angles and supports, at bottom of walls, and at top of each cavity space; do not permit mortar accumulation in cavity space.

F. Joints in Exterior Work: Seal joints with joint sealant over backer rod, following sealant manufacturer's instructions; tool sealant surface to concave profile.

G. Joints in Interior Work: Leave perimeter joints and expansion joints open for sealant; fill other joints with pointing mortar; pack and work into voids; tool surface to concave joint.

3.4 TOLERANCES

A. Positioning of Elements: Maximum 1/4 inch from true position.

B. Maximum Variation from Plane of Wall: 1/4 inch in 10 feet; 1/2 inch in 50 feet.

C. Maximum Variation Between Face Plane of Adjacent Panels: 1/16 inch.

D. Maximum Variation from Plumb: 1/4 inch per story non-cumulative; 1/2 inch in any two stories.

E. Maximum Variation from Level Coursing: 1/8 inch in 3 feet; 1/4 inch in 10 feet; 1/2 inch maximum.

F. Maximum Variation of Joint Thickness: 1/8 inch in 3 feet.

3.5 CUTTING AND FITTING

A. Obtain approval prior to cutting or fitting any item not so indicated on drawings.

B. Do not impair appearance or strength of stone work by cutting.

3.6 CLEANING

A. Remove excess joint material upon completion of work.

B. Clean soiled surfaces with cleaning solution.

C. Use non-metallic tools in cleaning operations.

END OF SECTION 044200

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SECTION 055000
METAL FABRICATIONS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Shop fabricated steel items including, but not limited to, the following:
   1. Ledge Angles, Shelf Angles, Channels, and Plates.
   2. Loose Steel Lintels.
   3. Loose Bearing and Leveling Plates: applications where they are not specified in other Sections.

B. Fasteners.

C. Miscellaneous Framing and Supports.

D. Miscellaneous Materials.
   1. Welding Rods and Bare Electrodes.
   2. Universal Shop Primer.
   3. Galvanizing Repair Paint.
   4. Bituminous Paint.

E. Products furnished, but not installed, under this Section:
   1. Loose steel lintels.

1.2 RELATED REQUIREMENTS

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

B. Section 044200 - Exterior Stone Cladding.

1.3 REFERENCE STANDARDS

A. ASTM A36/A36M - Standard Specification for Carbon Structural Steel; 2019.

B. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless; 2024.

C. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products; 2024.

D. ASTM A307 - Standard Specification for Carbon Steel Bolts, Studs, and Threaded Rod 60 000 PSI Tensile Strength; 2021.

E. ASTM A325 - Standard Specification for Structural Bolts, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength; current edition.

F. ASTM A490 - Standard Specification for High-Strength Steel Bolts, Classes 10.9 and 10.9.3, for Structural Steel Joints; current edition.

G. ASTM A500/A500M - Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes; 2023.

H. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2025a.

I. ASTM A666/A666M - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar; 2024.

J. ASTM A780/A780M - Standard Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings; 2020.

K. ASTM A1011/A1011M - Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength; 2025.

L. ASTM B209/B209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate; 2021a.

M. ASTM B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes; 2021.

N. ASTM F3125/F3125M - Standard Specification for High Strength Structural Bolts and Assemblies, Steel and Alloy Steel, Heat Treated, Inch Dimensions 120 ksi, 144 ksi, and 150 ksi Minimum Tensile Strength, and Metric Dimensions 830 MPa and 1040 MPa Minimum Tensile Strength; 2025a.

O. AWS A2.4 - Standard Symbols for Welding, Brazing, and Nondestructive Examination; 2020.

P. AWS B2.1/B2.1M - Specification for Welding Procedure and Performance Qualification; 2021, with Errata (2023).

Q. AWS D1.1/D1.1M - Structural Welding Code - Steel; 2025, with Amendment (2026).

R. AWS D1.2/D1.2M - Structural Welding Code - Aluminum; 2014, with Errata (2020).

S. IAS AC172 - Accreditation Criteria for Fabricator Inspection Programs for Structural Steel AC172; 2019, with Editorial Revision (2025).

T. SSPC-PA 1 - Shop, Field, and Maintenance Coating of Metals; 2024.

U. SSPC-Paint 15 - Steel Joist Shop Primer/Metal Building Primer; 2004.

V. SSPC-Paint 20 - Zinc-Rich Coating (Type I - Inorganic, and Type II - Organic); 2019.

W. SSPC-SP 2 - Hand Tool Cleaning; 2024.

1.4 PERFORMANCE REQUIREMENTS

A. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes acting on exterior metal fabrications by preventing buckling, opening of joints, overstressing of components, failure of connections, and other detrimental effects.

1. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.

1.5 ADMINISTRATIVE REQUIREMENTS

A. Coordinate selection of shop primers with topcoats to be applied over them. Comply with paint and coating manufacturers' written recommendations to ensure that shop primers and topcoats are compatible with one another.

B. Coordinate installation of anchorages and steel weld plates and angles for casting into concrete. 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.

1.6 SUBMITTALS

A. See Section 013300 - Submittal Procedures, for submittal procedures.

B. Shop Drawings: Indicate profiles, sizes, connection attachments, reinforcing, anchorage, size and type of fasteners, and accessories. Include erection drawings, elevations, and details where applicable.
   1. Indicate welded connections using standard AWS A2.4 welding symbols. Indicate net weld lengths.
   2. Design data: Submit drawings and supporting calculations, signed and sealed by a qualified professional structural engineer.
      a. Include the following, as applicable:
         1) Design criteria.
         2) Engineering analysis depicting stresses and deflections.
         3) Member sizes and gauges.
         4) Details of connections.
         5) Support reactions.
         6) Bracing requirements.

C. Welders' Qualification Statement: Welders' certificates in accordance with AWS B2.1/B2.1M and dated no more than 12 months before start of scheduled welding work.

D. Fabricator's Qualification Statement: Provide documentation showing steel fabricator is accredited under IAS AC172.

1.7 QUALITY ASSURANCE

A. Welder Qualifications: Welding processes and welding operators qualified in accordance with AWS D1.1/D1.1M and AWS D1.2/D1.2M and dated no more than 12 months before start of scheduled welding work.

B. Fabricator Qualifications: A qualified steel fabricator that is accredited by IAS AC172.

1.8 FIELD CONDITIONS

A. Field Measurements: Verify actual locations of walls and other construction contiguous with metal fabrications by field measurements before fabrication.

PART 2 PRODUCTS

2.1 GENERAL

A. Source Limitations: Obtain specified products from single source from single manufacturer.

B. The manufacturer and model number(s) or series listed below are Basis-of-Design.

1. Subject to compliance with requirements of product identified as basis-of-design, other manufacturers shall be considered for bidding as an equivalent when the bidder provides a written request for equivalency to the Architect prior to bidding.
2. Follow all instructions as indicated in Section 012519 - Equivalent Procedures.

2.2 METALS, GENERAL

A. Metal Surfaces, General: Provide materials with smooth, flat surfaces unless otherwise indicated. For metal fabrications exposed to view in the completed Work, provide materials without seam marks, roller marks, rolled trade names, or blemishes.

2.3 MATERIALS - STEEL (FERROUS METALS)

A. Wide-Flange Steel Sections: ASTM A992/A992M.

B. Steel Channel and Angle Sections: ASTM A36/A36M.

C. Steel Tubing: ASTM A500/A500M Grade B cold-formed structural tubing.

D. Plates, Shapes and Bars: ASTM A36/A36M.

E. Pipe: ASTM A53/A53M, Grade B Schedule 40, black finish.

F. Stainless Steel, General: ASTM A666/A666M, Type 304.

G. Slotted Channel Fittings: ASTM A1011/A1011M.

H. Mechanical Fasteners: Same material as or compatible with materials being fastened; type consistent with design and specified quality level.

I. Common Bolts, Nuts, and Washers: ASTM A307, Grade A, plain.

J. Structural Bolts, Nuts, and Washers: ASTM F3125/F3125M, Type 1, plain. Including:
   1. Grade ASTM A325.
   2. Grade ASTM A490.

K. Welding Materials: AWS D1.1/D1.1M; type required for materials being welded.

L. Shop and Touch-Up Primer: SSPC-Paint 15, complying with VOC limitations of authorities having jurisdiction.

M. Touch-Up Primer for Galvanized Surfaces: SSPC-Paint 20, Type I - Inorganic, complying with VOC limitations of authorities having jurisdiction.

2.4 MATERIALS - ALUMINUM (NON-FERROUS METALS)

A. Extruded Aluminum: ASTM B221 (ASTM B221M), 6063 alloy, T6 temper.

B. Sheet Aluminum: ASTM B209/B209M, 5052 alloy, H32 or H22 temper.

C. Bolts, Nuts, and Washers: Stainless steel.

D. Welding Materials: AWS D1.2/D1.2M; type required for materials being welded.

2.5 FABRICATION

A. Preassemble items in the shop to greatest extent possible. Disassemble units only as necessary for shipping and handling limitations. Use connections that maintain structural value of joined pieces. Clearly mark units for reassembly and coordinated installation.

B. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.

C. Form bent-metal corners to smallest radius possible without causing grain separation or otherwise impairing work.

D. Form exposed work with accurate angles and surfaces and straight edges.

E. Weld corners and seams continuously to comply with the following:
   1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
   2. Obtain fusion without undercut or overlap.
   3. Remove welding flux immediately.
   4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.

F. Form exposed connections with hairline joints, flush and smooth, using concealed fasteners or welds where possible. Where exposed fasteners are required, use Phillips flat-head (countersunk) fasteners unless otherwise indicated. Locate joints where least conspicuous.

G. Fabricate seams and other connections that will be exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate.

H. Fabricate items with joints tightly fitted and secured.

I. Grind exposed joints flush and smooth with adjacent finish surface. Make exposed joints butt tight, flush, and hairline. Ease exposed edges to small uniform radius.

J. Cut, reinforce, drill, and tap metal fabrications as indicated to receive finish hardware, screws, and similar items.

K. Exposed Mechanical Fastenings: Flush countersunk screws or bolts; unobtrusively located; consistent with design of component, except where specifically noted otherwise.

L. Furnish components required for anchorage of fabrications. Fabricate anchors and related components of same material and finish as fabrication, except where specifically noted otherwise.
   1. Coordinate with supporting structure. Space anchoring devices to secure metal fabrications rigidly in place and to support indicated loads.
   2. Where units are indicated to be cast into concrete or built into masonry, equip with integrally welded steel strap anchors, 1/8 by 1-1/2 inches, with a minimum 6 inch embedment and 2 inch hook, not less than 8 inches from ends and corners of units and 24 inches o.c., unless otherwise indicated.

2.6 SHOP FABRICATED STEEL AND ALUMINUM ITEMS

A. Bollards: Schedule 40 steel pipe, concrete filled, crowned cap, as detailed; prime and paint finish.

B. Ledge Angles, Shelf Angles, Channels, and Plates not Attached to Structural Framing: For support of metal decking; prime paint finish.

C. Loose Steel Lintels: As detailed; galvanized finish.
   1. Fabricate loose steel lintels from steel angles and shapes of size indicated for openings and recesses in masonry walls and partitions at locations indicated. Fabricate in single lengths for each opening unless otherwise indicated. Weld adjoining members together to form a single unit where indicated.
   2. Size loose lintels to provide bearing length at each side of openings equal to 1/12 of clear span but not less than 8 inches unless otherwise indicated.
   3. Galvanize loose steel lintels located in exterior walls.

D. Loose Bearing and Leveling Plates:
   1. Provide loose bearing and leveling plates for steel items bearing on masonry or concrete construction. Drill plates to receive anchor bolts and for grouting.
   2. Galvanize plates.

E. Slotted Channel Framing: Fabricate channels and fittings from structural steel complying with the referenced standards; factory-applied, rust-inhibiting thermoset acrylic enamel finish.

2.7 FASTENERS

A. General: Unless otherwise indicated, provide Type 316 stainless-steel fasteners for exterior use and zinc-plated fasteners with coating complying with ASTM B633 or ASTM F1941/F1941M, Class Fe/Zn 5, at exterior walls. Select fasteners for type, grade and class required.

B. Stainless-Steel Bolts and Nuts: Regular hexagon-head annealed stainless-steel bolts, ASTM F593; with hex nuts, ASTM F594; and, where indicated, flat washers; Alloy Group 2.

2.8 MISCELLANEOUS FRAMING AND SUPPORTS

A. General: Provide steel framing and supports not specified in other Sections as needed to complete the Work.

2.9 MISCELLANEOUS MATERIALS

A. Welding Rods and Bare Electrodes: Select according to AWS specifications for metal alloy welded.

B. Universal Shop Primer: Fast-curing, lead- and chromate-free, universal modified-alkyd primer complying with MPI (APSM) #79 and compatible with topcoat.

C. Galvanizing Repair Paint: High-zinc-dust-content paint complying with SSPC-Paint 20 and compatible with paints specified to be used over it.

D. Bituminous Paint: Cold-applied asphalt emulsion complying with ASTM D1187/D1187M.

2.10 FINISHES, GENERAL

A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.

B. Finish metal fabrications after assembly.

C. Finish exposed surfaces to remove tool and die marks and stretch lines, and to blend into surrounding surface.

2.11 FINISHES - STEEL

A. Prime paint steel items.
   1. Exceptions: Galvanize items to be embedded in concrete, items to be embedded in masonry, and items to be permanently exposed to weather.
   2. Exceptions: Do not prime surfaces in direct contact with concrete, where field welding is required, and items to be covered with sprayed fireproofing.

B. Prepare surfaces to be primed in accordance with SSPC-SP2.

C. Clean surfaces of rust, scale, grease, and foreign matter prior to finishing.

D. Shop Prime Painting:
   1. Apply shop primer to comply with SSPC-PA 1, for shop painting.
   2. Coats: One coat.
   3. Stripe paint corners, crevices, bolts, welds, and sharp edges.

E. Galvanizing of Structural Steel Members: Galvanize after fabrication to ASTM A123/A123M requirements. Provide minimum 1.7 oz/sq ft galvanized coating.

F. Galvanizing of Non-structural Items: Galvanize after fabrication to ASTM A123/A123M requirements.

G. Slotted Channel Framing: ASTM A653/A653M, Grade 33.

H. Stainless Steel Finish: No. 4 Bright Polished finish.

2.12 FABRICATION TOLERANCES

A. Squareness: 1/8 inch maximum difference in diagonal measurements.

B. Maximum Offset Between Faces: 1/16 inch.

C. Maximum Misalignment of Adjacent Members: 1/16 inch.

D. Maximum Bow: 1/8 inch in 48 inches.

E. Maximum Deviation From Plane: 1/16 inch in 48 inches.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that field conditions are acceptable and are ready to receive work.

3.2 PREPARATION

A. Clean and strip primed steel items to bare metal where site welding is required.

B. Furnish setting templates to the appropriate entities for steel items required to be cast into concrete or embedded in masonry.

3.3 INSTALLATION

A. Install items plumb and level, accurately fitted, free from distortion or defects.

B. Provide for erection loads, and for sufficient temporary bracing to maintain true alignment until completion of erection and installation of permanent attachments.

C. Field weld components as indicated on drawings.

D. Perform field welding in accordance with AWS D1.1/D1.1M.

E. Obtain approval prior to site cutting or making adjustments not scheduled.

F. After erection, prime welds, abrasions, and surfaces not shop primed , except surfaces to be in contact with concrete.

3.4 INSTALLING LOOSE BEARING AND LEVELING PLATES

A. Clean concrete and masonry bearing surfaces of bond-reducing materials, and roughen to improve bond to surfaces. Clean bottom surface of plates.

B. Set bearing and leveling plates on wedges, shims, or leveling nuts. After bearing members have been positioned and plumbed, tighten anchor bolts. Do not remove wedges or shims but, if protruding, cut off flush with edge of bearing plate before packing with grout.

C. Use nonshrink, nonmetallic grout in all locations unless otherwise indicated.

D. Pack grout solidly between bearing surfaces and plates to ensure that no voids remain.

3.5 INSTALLING MISCELLANEOUS FRAMING AND SUPPORTS

A. General: Install framing and supports to comply with requirements of items being supported, including manufacturers' written instructions and requirements indicated on Shop Drawings.

3.6 ADJUSTING AND CLEANING

A. Touchup Painting: Immediately after erection, clean field welds, bolted connections, and abraded areas. Paint uncoated and abraded areas with the same material as used for shop painting to comply with SSPC-PA 1, for touching up shop-painted surfaces.

1. Apply by brush or spray to provide a minimum 2.0 mils dry film thickness.

B. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing to comply with ASTM A780/A780M.

3.7 TOLERANCES

A. Maximum Variation From Plumb: 1/4 inch per story, non-cumulative.

B. Maximum Offset From True Alignment: 1/4 inch.

C. Maximum Out-of-Position: 1/4 inch.

END OF SECTION 055000

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SECTION 071400
FLUID-APPLIED WATERPROOFING

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Polyurethane waterproofing.

1.2 RELATED REQUIREMENTS

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

1.3 REFERENCE STANDARDS

A. ASTM C836/C836M - Standard Specification for High Solids Content, Cold Liquid-Applied Elastomeric Waterproofing Membrane for Use with Separate Wearing Course; 2018 (Reapproved 2022).

B. ASTM D412 - Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers--Tension; 2016 (Reapproved 2021).

C. ASTM D2240 - Standard Test Method for Rubber Property--Durometer Hardness; 2015 (Reapproved 2021).

D. ASTM D4541 - Standard Test Method for Pull-Off Strength of Coatings Using Portable Adhesion Testers; 2022.

E. NRCA (WM) - The NRCA Waterproofing Manual; 2021.

1.4 SUBMITTALS

A. See Section 013300- Submittal Procedures, for submittal procedures.

B. Product Data: Provide data for membrane, surface conditioner, flexible flashings, joint cover sheet, and joint and crack sealants.

C. Shop Drawings: Indicate special joint or termination conditions and conditions of interface with other materials.

D. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

E. Manufacturer's Installation Instructions: Indicate special procedures, perimeter conditions requiring special attention, and acceptable installation temperatures.

F. Manufacturer's qualification statement.

G. Installer's qualification statement.

H. Testing Firm's qualification statement.

I. Warranty Documentation:
   1. Submit manufacturer warranty and ensure that forms have been completed in Owner's name and registered with manufacturer.
   2. Submit installer's documentation that installation complies with warranty conditions for the field-applied waterproofing.

1.5 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section, with not less than five years documented experience.

B. Installer Qualifications: Company specializing in performing work of the type specified and with at least five years of documented experience and approved by manufacturer.

C. Testing Firm Qualifications: Company specializing in performing work of the type specified and approved by manufacturer.

1.6 FIELD CONDITIONS

A. Maintain ambient temperatures above 40 degrees F for 24 hours before and during application and until cured.

1.7 WARRANTY

A. See Section 017700- Closeout Procedures, for additional warranty requirements.

B. Installer Warranty: Provide 2-year warranty for waterproofing failing to resist penetration of water commencing on Date of Substantial Completion. Complete forms in Owner's name and register with installer.

C. Extended Correction Period: Correct defective work within 2-year period commencing on Date of Substantial Completion.

PART 2 PRODUCTS

2.1 GENERAL

A. Source Limitations: Obtain specified products from single source from single manufacturer.

B. The manufacturer and model number(s) or series listed below are Basis-of-Design.
   1. Subject to compliance with requirements of product identified as basis-of-design, other manufacturers shall be considered for bidding as an equivalent when the bidder provides a written request for equivalency to the Architect prior to bidding.
   2. Follow all instructions as indicated in Section 012519 - Equivalent Procedures.

2.2 MANUFACTURERS

A. Polyurethane Waterproofing:
   1. Tremco Commercial Sealants & Waterproofing; TREMproof 250GC: www.tremcosealants.com/#sle.
   2. Substitutions: See Section 016000 - Product Requirements.

2.3 FLUID-APPLIED WATERPROOFING APPLICATIONS

A. Polyurethane Waterproofing:
   1. Location: As indicated on drawings.

2.4 FLUID-APPLIED WATERPROOFING MATERIALS

A. Polyurethane Waterproofing: Cold-applied, high solids content polyurethane waterproofing complying with ASTM C836/C836M.
   1. Cured Thickness: 60 mil, 0.060 inch, minimum.
   2. Suitable for installation over concrete substrates.
   3. Components: One.
   4. Tensile Strength: 200 psi, minimum, measured in accordance with ASTM D412.
   5. Ultimate Elongation: 600 percent, minimum, measured in accordance with ASTM D412.
   6. Durometer Hardness, Type A: 87, minimum, in accordance with ASTM D2240.
   7. Adhesion: 150 psi, minimum, measured in accordance with ASTM D4541.
   8. Products:
      a. Tremco Commercial Sealants & Waterproofing; TREMproof 250GC: www.tremcosealants.com/#sle.
      b. Substitutions: See Section 016000 - Product Requirements.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify existing conditions before starting work.

B. Verify substrate surfaces are free of frozen matter, dampness, loose particles, cracks, pits, projections, penetrations, or foreign matter detrimental to adhesion or application of waterproofing system.

C. Verify that substrate surfaces are smooth, free of honeycomb or pitting, and not detrimental to full contact bond of waterproofing materials.

D. Verify that items penetrating surfaces to receive waterproofing are securely installed.

E. Do not proceed with this work until unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Protect adjacent surfaces from damage not designated to receive waterproofing.

B. Clean and prepare surfaces to receive waterproofing in accordance with manufacturer's instructions.

C. Do not apply waterproofing to surfaces unacceptable to waterproofing manufacturer.

D. Fill non-moving joints and cracks with a filler compatible with waterproofing materials.

E. Seal moving cracks with sealant and non-rigid filler, using procedures recommended by sealant and waterproofing manufacturers.

F. Install cant strips at inside corners.

3.3 INSTALLATION

A. Install waterproofing to specified minimum thickness in accordance with manufacturers instructions and NRCA (WM) applicable requirements.

B. Apply primer or surface conditioner at a rate recommended by manufacturer, and protect conditioner from rain or frost until dry.

C. Seal membrane and flashings to adjoining surfaces.

3.4 FIELD QUALITY CONTROL

A. See Section 014000 - Quality Requirements for additional requirements.

B. Owner will provide testing services, and Contractor to provide temporary construction and materials for testing.

C. Provide daily on-site attendance of waterproofing manufacturer's representative during installation of this work.

3.5 PROTECTION

A. Do not permit traffic over unprotected or uncovered membrane.

END OF SECTION 071400

SECTION 076200
SHEET METAL FLASHING AND TRIM

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Fabricated sheet metal items, including flashings and counterflashings.

B. Sealants for joints within sheet metal fabrications.

1.2 RELATED REQUIREMENTS

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

1.3 REFERENCE STANDARDS

A. AAMA 611 - Specification for Anodized Architectural Aluminum; 2026.

B. ASTM A666/A666M - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar; 2024.

C. ASTM B209/B209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate; 2021a.

D. ASTM B370 - Standard Specification for Copper Sheet and Strip for Building Construction; 2022.

E. CDA A4050 - Copper in Architecture - Handbook; Current Edition.

F. SMACNA (ASMM) - Architectural Sheet Metal Manual; 2012.

1.4 ADMINISTRATIVE REQUIREMENTS

A. Preinstallation Meeting: Convene one week before starting work of this section.

1.5 SUBMITTALS

A. See Section 013300 - Submittal Procedures, for submittal procedures.

B. Shop Drawings: Indicate material profile, jointing pattern, jointing details, fastening methods, flashings, terminations, and installation details.

1.6 QUALITY ASSURANCE

A. Perform work in accordance with SMACNA (ASMM) and CDA A4050 requirements and standard details, except as otherwise indicated.

B. Maintain one copy of each document on site.

1.7 DELIVERY, STORAGE, AND HANDLING

A. See Section 017419 - Construction Waste Management and Disposal for packaging waste requirements.

B. Stack material to prevent twisting, bending, and abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.

C. Prevent contact with materials that could cause discoloration or staining.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Source Limitations: Obtain specified products and materials from single manufacturer.

B. The manufacturer and model number(s) or series listed below are Basis-of-Design.
   1. Subject to compliance with all specified requirements, provide products by one of the following, for each type of product listed, or equivalent:

C. Sheet Metal Flashing and Trim:
   1. ALUCOBOND by 3A Composites USA: www.alucobondusa.com/#sle.
   2. Substitutions: See Section 016000 - Product Requirements.

2.2 SHEET MATERIALS

A. Anodized Aluminum: ASTM B209/B209M, 3005 alloy, H12 or H14 temper; 0.032 inch thick; clear anodized finish.
   1. Clear Anodized Finish: AAMA 611, AA-M12C22A41, Class I, clear anodic coating not less than 0.7 mil, 0.0007 inch thick.

B. Stainless Steel: ASTM A666/A666M, Type 304 alloy, soft temper, 28 gauge, 0.0156 inch thick; smooth No. 4 - Brushed finish.

C. Copper: ASTM B370, cold rolled 16 oz/sq ft, 24 gauge, 0.0216 inch thick; natural finish.

2.3 FABRICATION

A. Form sections true to shape, accurate in size, square, and free from distortion or defects.

B. Form pieces in longest possible lengths.

C. Hem exposed edges on underside 1/2 inch; miter and seam corners.

D. Form material with flat lock seams, except where otherwise indicated; at moving joints, use sealed lapped, bayonet-type or interlocking hooked seams.

E. Fabricate corners from one piece with minimum 18-inch long legs; seam for rigidity, seal with sealant.

F. Fabricate flashings to allow toe to extend 2 inches over roofing gravel. Return and brake edges.

PART 3 EXECUTION

3.1 PREPARATION

A. Install starter and edge strips, and cleats before starting installation.

B. Back paint concealed metal surfaces with protective backing paint to a minimum dry film thickness of 15 mil, 0.015 inch.

3.2 INSTALLATION

A. Secure flashings in place using concealed fasteners, and use exposed fasteners only where permitted.

B. Apply plastic cement compound between metal flashings and felt flashings.

C. Fit flashings tight in place; make corners square, surfaces true and straight in planes, and lines accurate to profiles.

3.3 FIELD QUALITY CONTROL

A. See Section 014000 - Quality Requirements for field inspection requirements.

B. Inspection will involve surveillance of work during installation to ascertain compliance with specified requirements.

END OF SECTION 076200

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SECTION 079200
JOINT SEALANTS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Nonsag gunnable joint sealants.

B. Joint backings and accessories.

C. Contractor provided field quality control.

1.2 REFERENCE STANDARDS

A. ASTM C661 - Standard Test Method for Indentation Hardness of Elastomeric-Type Sealants by Means of a Durometer; 2015 (Reapproved 2022).

B. ASTM C794 - Standard Test Method for Adhesion-in-Peel of Elastomeric Joint Sealants; 2018 (Reapproved 2022).

C. ASTM C834 - Standard Specification for Latex Sealants; 2017 (Reapproved 2023).

D. ASTM C919 - Standard Practice for Use of Sealants in Acoustical Applications; 2024.

E. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2018 (Reapproved 2024).

F. ASTM C1087 - Standard Test Method for Determining Compatibility of Liquid-Applied Sealants with Accessories Used in Structural Glazing Systems; 2023.

G. ASTM C1193 - Standard Guide for Use of Joint Sealants; 2025.

H. ASTM C1248 - Standard Test Method for Staining of Porous Substrate by Joint Sealants; 2022.

I. ASTM C1330 - Standard Specification for Cylindrical Sealant Backing for Use with Cold Liquid-Applied Sealants; 2023.

J. ASTM C1521 - Standard Practice for Evaluating Adhesion of Installed Weatherproofing Sealant Joints; 2019 (Reapproved 2025).

1.3 SUBMITTALS

A. See Section 013300 for submittal procedures.

B. Product Data: Submit manufacturer's technical datasheets for each product to be used; include the following:

1. Physical characteristics, including movement capability, VOC content, hardness, cure time, and color availability.
2. List of backing materials approved for use with the specific product.
3. Backing material recommended by sealant manufacturer.
4. Substrates that product is known to satisfactorily adhere to and with which it is compatible.
5. Substrates the product should not be used on.
6. Substrates for which use of primer is required.
7. Substrates for which laboratory adhesion and/or compatibility testing is required.
8. Installation instructions, including precautions, limitations, and recommended backing materials and tools.
9. Sample product warranty.
10. Certification by manufacturer indicating that product complies with specification requirements.

C. Product Data for Accessory Products: Submit manufacturer's technical data sheet for each product to be used, including physical characteristics, installation instructions, and recommended tools.

D. Color Cards for Selection: Where sealant color is not specified, submit manufacturer's color cards showing standard colors available for selection.

E. Installation Plan: Submit at least four weeks prior to start of installation.

F. Field Quality Control Plan: Submit at least two weeks prior to start of installation.

G. Preinstallation Field Adhesion Test Reports: Submit filled out Preinstallation Field Adhesion Test Reports log within 10 days after completion of tests; include bagged test samples and photographic records.

H. Installation Log: Submit filled-out log for each length or instance of sealant installed.

I. Field Quality Control Log: Submit filled-out log for each length or instance of sealant installed, within 10 days after completion of inspections/tests; include bagged test samples and photographic records, if any.

J. Installer's qualification statement.

K. Executed warranty.

1.4 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum five years documented experience.

B. Installer Qualifications: Company specializing in performing the work of this section and with at least five years of documented experience.

C. Testing Agency Qualifications: Independent firm specializing in performing testing and inspections of the type specified in this section.

D. Preconstruction Laboratory Testing: Arrange for sealant manufacturer(s) to test each combination of sealant, substrate, backing, and accessories.
   1. Adhesion Testing: In accordance with ASTM C794.
   2. Compatibility Testing: In accordance with ASTM C1087.
   3. Stain Testing: In accordance with ASTM C1248; required only for stone substrates.
   4. Allow sufficient time for testing to avoid delaying the work.
   5. Deliver sufficient samples to manufacturer for testing.
   6. Report manufacturer's recommended corrective measures, if any, including primers or techniques not indicated in product data submittals.
   7. Testing is not required if sealant manufacturer provides data showing previous testing, not older than 24 months, that shows satisfactory adhesion, lack of staining, and compatibility.
      a. Laboratory stain testing on white marble removed from Library must be done.

E. Installation Plan: Include schedule of sealed joints, including the following:
   1. Joint width indicated in Contract Documents.
   2. Joint depth indicated in Contract Documents; to face of backing material at centerline of joint.
   3. Method to be used to protect adjacent surfaces from sealant droppings and smears, with acknowledgment that some surfaces cannot be cleaned to like-new condition and therefore prevention is imperative.
   4. Approximate date of installation, for evaluation of thermal movement influence.

5. Installation Log Form: Include the following data fields, with known information filled out.
   a. Location on project.
   b. Substrates.
   c. Date of installation.
   d. Name of installer.
   e. Actual joint width; provide space to indicate maximum and minimum width.
   f. Actual joint depth to face of backing material at centerline of joint.
   g. Air temperature.

F. Preinstallation Field Adhesion Test Plan: Include destructive field adhesion testing of one sample of each combination of sealant type and substrate, except interior acrylic latex sealants, and include the following for each tested sample.
   1. Identification of testing agency.
   2. Name(s) of sealant manufacturer's field representatives who will be observing.
   3. Preinstallation Field Adhesion Test Log Form: Include the following data fields, with known information filled out.
      a. Substrate; if more than one type of substrate is involved in a single joint, provide two entries on form, for testing each sealant substrate side separately.
      b. Test date.
      c. Location on project.
      d. Sealant used.
      e. Stated movement capability of sealant.
      f. Test method used.
      g. Date of installation of field sample to be tested.
      h. Date of test.
      i. Copy of test method documents.
      j. Age of sealant upon date of testing.
      k. Test results, modeled after the sample form in the test method document.
      l. Indicate use of photographic record of test.

G. Contractor will employ an independent testing agency to perform the field quality control inspection and testing as referenced in PART 3 of this section and as follows, to prepare and submit the field quality control plan and log, and to provide recommendations of remedies in the case of failure.
   1. Contractor shall cooperate with testing agency and repair failures discovered and destructive test location damage.

H. Field Quality Control Plan:
   1. Visual inspection of entire length of sealant joints.
   2. Destructive field adhesion testing of sealant joints, except interior acrylic latex sealant.
      a. For each different sealant and substrate combination, allow for one test every 100 feet in the first 1,000 linear feet, and one test per 1,000 linear feet thereafter, or once per floor on each elevation.
      b. If any failures occur in the first 1,000 linear feet, continue testing at frequency of one test per 500 linear feet at no extra cost to Owner.

3. Field Quality Control Log Form: Show same data fields as on Preinstallation Field Adhesion Test Log, with known information filled out and lines for multiple tests per sealant/substrate combinations; include visual inspection and specified field testing; allow for possibility that more tests than minimum specified may be necessary.

I. Field Adhesion Test Procedures:
1. Allow sealants to fully cure as recommended by manufacturer before testing.
2. Have a copy of the test method document available during tests.
3. Take photographs or make video records of each test, with joint identification provided in the photos/videos; for example, provide small erasable whiteboard positioned next to joint.
4. Record the type of failure that occurred, other information required by test method, and the information required on the Field Quality Control Log.
5. When performing destructive tests, also inspect the opened joint for proper installation characteristics recommended by manufacturer, and report any deficiencies.
6. Deliver the samples removed during destructive tests in separate sealed plastic bags, identified with project, location, test date, and test results, to Owner.
7. If any combination of sealant type and substrate does not show evidence of minimum adhesion or shows cohesion failure before minimum adhesion, report results to Architect.

J. Destructive Field Adhesion Test: Test for adhesion in accordance with ASTM C1521, using Destructive Tail Procedure.
1. Sample: At least 18 inches long.
2. Minimum Elongation Without Adhesive Failure: Consider the tail at rest, not under any elongation stress; multiply the stated movement capability of the sealant in percent by two; then multiply 1 inch by that percentage; if adhesion failure occurs before the 1-inch mark is that distance from the substrate, the test has failed.
3. If either adhesive or cohesive failure occurs before minimum elongation, take necessary measures to correct conditions and retest; record each modification to products or installation procedures.
4. Record results on Field Quality Control Log.
5. Repair failed portions of joints.

1.5 WARRANTY

A. See Section 01 7700 - Closeout Procedures for additional warranty requirements.

B. Manufacturer Warranty: Provide 20 year manufacturer warranty for installed sealants and accessories that fail to achieve a watertight seal, exhibit loss of adhesion or cohesion, or do not cure. Complete forms in Owner's name and register with manufacturer.

1.6 WARRANTY

A. See Section 017700, for additional warranty requirements.

B. Correct defective work within a three year period after Date of Substantial Completion.

C. Warranty: Include coverage for installed sealants and accessories that fail to achieve watertight seal , exhibit loss of adhesion or cohesion, or do not cure.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Nonsag Sealants:
1. Dow Chemical Company: consumer.dow.com/en-us/industry/ind-building-construction.html/#sle.

2. Equivalents: As approved by Architect.

2.2 JOINT SEALANT APPLICATIONS

A. Scope: As indicated on Drawings.
   1. Do Not Seal:
      a. Intentional weep holes in masonry.
      b. Joints where sealant is specified to be furnished and installed by manufacturer of product to be sealed.
      c. Joints where sealant installation is specified in other sections.
      d. Joints between suspended ceilings and walls.

B. Exterior Joints: Use non-sag non-staining silicone sealant, unless otherwise indicated.

2.3 JOINT SEALANTS - GENERAL

A. Sealants and Primers: Provide products with acceptable levels of volatile organic compound (VOC) content.

B. Colors: Architect to select from manufacturer's standard range..

2.4 NONSAG JOINT SEALANTS

A. Non-Staining Silicone Sealant: ASTM C920, Grade NS, Uses M and A; not expected to withstand continuous water immersion or traffic.

B.
   1. Movement Capability: Plus and minus 50 percent, minimum.
   2. Non-Staining To Porous Stone: Non-staining to light-colored marble when tested in accordance with ASTM C1248.
   3. Dirt Pick-Up: Reduced dirt pick-up compared to other silicone sealants.
   4. Hardness Range: 35, Shore A, when tested in accordance with ASTM D 2240.
   5. Color: To be selected by Architect from manufacturer's standard range.
   6. Service Temperature Range: 40 to 300 degrees F.
   7. Products:
      a. Dow; DOWSIL 795 Silicone Building Sealant: www.dow.com/#sle.
      b. Equivalents: As approved by Architect.

2.5 ACCESSORIES

A. Sealant Backing Materials, General: Materials placed in joint before applying sealants; assists sealant performance and service life by developing optimum sealant profile and preventing three-sided adhesion; type and size recommended by sealant manufacturer for compatibility with sealant, substrate, and application.

B. Backer Rod: Cylindrical cellular foam rod with surface that sealant will not adhere to, compatible with specific sealant used, and recommended by backing and sealant manufacturers for specific application.
   1. Type for Joints Not Subject to Pedestrian or Vehicular Traffic: ASTM C1330; Type C - Closed Cell Polyethylene.
   2. Closed Cell and Bi-Cellular: 25 to 33 percent larger in diameter than joint width.
   3. Manufacturers:
      a. ADFAST Corporation: www.adfastcorp.com/#sle.
      b. Nomaco, Inc: www.nomaco.com/#sle.
      c. Equivalents: As approved by Architect.

C. Backing Tape: Self-adhesive polyethylene tape with surface that sealant will not adhere to and recommended by tape and sealant manufacturers for specific application.

D. Masking Tape: Self-adhesive, nonabsorbent, nonstaining, removable without adhesive residue, and compatible with surfaces adjacent to joints and sealants.

E. Joint Cleaner: Noncorrosive and nonstaining type, type recommended by sealant manufacturer; compatible with joint forming materials.

F. Primers: Type recommended by sealant manufacturer to suit application; nonstaining.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that joints are ready to receive work.

B. Verify that backing materials are compatible with sealants.

C. Verify that backer rods are of the correct size.

D. Preinstallation Adhesion Testing: Install a sample for each test location indicated in the test plan.

1. Test each sample as specified in PART 1 under QUALITY ASSURANCE article.
2. Notify Architect of date and time that tests will be performed, at least seven days in advance.
3. Arrange for sealant manufacturer's technical representative to be present during tests.
4. Record each test on Preinstallation Adhesion Test Log as indicated.
5. If any sample fails, review products and installation procedures, consult manufacturer, or take other measures that are necessary to ensure adhesion; retest in a different location; if unable to obtain satisfactory adhesion, report to Architect.
6. After completion of tests, remove remaining sample material and prepare joints for new sealant installation.

3.2 PREPARATION

A. Remove loose materials and foreign matter that could impair adhesion of sealant.

B. Clean joints, and prime as necessary, in accordance with manufacturer's instructions.

C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.

D. Mask elements and surfaces adjacent to joints from damage and disfigurement due to sealant work; be aware that sealant drips and smears may not be completely removable.

3.3 INSTALLATION

A. Install this work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.

B. Provide joint sealant installations complying with ASTM C1193.

C. Install acoustical sealant application work in accordance with ASTM C919.

D. Measure joint dimensions and size joint backers to achieve width-to-depth ratio, neck dimension, and surface bond area as recommended by manufacturer, except where specific dimensions are indicated.

E. Install bond breaker backing tape where backer rod cannot be used.

F. Install sealant free of air pockets, foreign embedded matter, ridges, and sags, and without getting sealant on adjacent surfaces.

G. Do not install sealant when ambient temperature is outside manufacturer's recommended temperature range, or will be outside that range during the entire curing period, unless manufacturer's approval is obtained and instructions are followed.

H. Nonsag Sealants: Tool surface concave, unless otherwise indicated; remove masking tape immediately after tooling sealant surface.

I. Concrete Floor Joint Filler: After full cure, shave joint filler flush with top of concrete slab.

3.4 FIELD QUALITY CONTROL

A. See Section 014000 - Quality Requirements for additional requirements.

B. Perform field quality control inspection/testing as specified in PART 1 under QUALITY ASSURANCE article.

C. Destructive Adhesion Testing: If there are any failures in first 1,000 linear feet, notify Architect immediately.

D. Remove and replace failed portions of sealants using same materials and procedures as indicated for original installation.

E. Repair destructive test location damage immediately after evaluation and recording of results.

END OF SECTION 079200

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SECTION 099000
PAINTING AND COATING

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Surface preparation.

B. Exterior painting and coating systems.

C. Scope:
   1. Finish surfaces exposed to view, unless fully factory-finished and unless otherwise indicated, including the following:
      a. Exterior:
         1) Metal: Aluminum, galvanized.
         2) Metal, Miscellaneous: Iron, ornamental iron, structural iron and steel, and other ferrous metal.

1.2 RELATED REQUIREMENTS

A. Section 055000 - METAL FABRICATIONS: Shop-primed items.

1.3 REFERENCE STANDARDS

A. SSPC-SP 1 - Solvent Cleaning; 2015, with Editorial Revision (2016).

B. SSPC-SP 2 - Hand Tool Cleaning; 2024.

C. SSPC-SP 6 - Commercial Blast Cleaning; 2007.

D. SSPC-SP 13 - Surface Preparation of Concrete; 2018.

1.4 SUBMITTALS

A. See Division 01 for submittal procedures.

B. Product Data: Provide complete list of products to be used, with the following information for each:
   1. Product characteristics.
   2. Surface preparation instructions and recommendations.
   3. Primer requirements and finish specification.
   4. Storage and handling requirements and recommendations.
   5. Application methods.
   6. Clean-up information.

C. Color Charts: Submit samples, 1 by 1 inches in size, illustrating range of colors available for each finishing product specified.

D. Certification: By manufacturer that paints and finishes comply with VOC limits specified.

E. Maintenance Data: Submit coating maintenance manual including finish schedule showing where each product/color/finish was used, product technical data sheets, safety data sheets (SDS), care and cleaning instructions, touch-up procedures, repair of painted and finished surfaces, and color samples of each color and finish used.

F. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
   1. See Division 01 for additional provisions.
   2. Extra Paint and Finish Materials: 1 gallon of each color; from the same product run, store where directed.

3. Label each container with color in addition to manufacturer's label.

1.5 QUALITY ASSURANCE

A. Applicator Qualifications: Company specializing in performing the type of work specified with minimum 3 years experience.

1.6 MOCK-UPS

A. See Section 014000 - Quality Requirements for general requirements for mock-ups.

B. Submit for Architect's review, one letter on each sign instance.
   1. After cleaning, but before painting.
   2. After painting.

C. Inform Architect seven days before mock-ups will be ready for review.

D. Locate where directed by Architect.

E. Mock-up may remain as part of the work.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.

B. Container Label: Include manufacturer's name, type of paint, product name, product code, color designation, VOC content, batch date, environmental handling, surface preparation, application, and use instructions.

C. Paint Materials: Store at a minimum of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.

D. Handling: Maintain a clean, dry storage area to prevent contamination or damage to materials.

1.8 FIELD CONDITIONS

A. Do not apply materials when environmental conditions are outside the ranges required by manufacturer.

B. Follow manufacturer's recommended procedures for producing the best results, including testing substrates, moisture in substrates, and humidity and temperature limitations.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Basis of Design Products: Subject to compliance with requirements, provide Sherwin-Williams Company (The) products indicated; www.sherwin-williams.com/#sle.

B. Behr Process Corporation: www.Behr.com/#sle.

C. PPG Paints: www.ppgpaints.com/#sle.

2.2 PAINTINGS AND COATINGS

A. General:
   1. Provide factory-mixed coatings unless otherwise indicated.
   2. Do not reduce, thin, or dilute coatings or add materials to coatings unless specifically indicated in manufacturer's instructions.

B. Accessory Materials: Provide primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials as required for final completion of painted surfaces.

2.3 PAINT SYSTEMS - EXTERIOR

A. Metal: Aluminum, galvanized.

1. Alkyd Systems, Water-Based:
   a. Gloss Finish:
      1) 1st Coat: Sherwin-Williams Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series: www.sherwin-williams.com/#sle.
         (a) 5 mils wet, 2 mils dry per coat.
      2) 2nd and 3rd Coat: Sherwin-Williams Pro Industrial Water Based Alkyd Urethane Enamel Gloss, B53-1050 Series: www.sherwin-williams.com/#sle.
         (a) 4 to 5 mils wet, 1.4 to 1.7 mils dry per coat.

B. Metal, Miscellaneous: Iron, ornamental iron, structural iron and steel, ferrous metal.
   1. Alkyd Systems, Water-Based:
      a. Gloss Finish:
         1) 1st Coat: Sherwin-Williams Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series: www.sherwin-williams.com/#sle.
            (a) 5 mils wet, 2 mils dry per coat.
         2) 2nd and 3rd Coat: Sherwin-Williams Pro Industrial Water Based Alkyd Urethane Enamel Gloss, B53-1050 Series: www.sherwin-williams.com/#sle.
            (a) 4 to 5 mils wet, 1.4 to 1.7 mils dry per coat.

PART 3 EXECUTION

3.1 EXAMINATION

A. Test materials to determine if they are aluminum or steel.

B. Remove signage from building if it is possible to do so without harming the signage or the stone panels.

C. Verify that surfaces are ready to receive work as instructed by the product manufacturer.

D. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.

E. Test shop-applied primer for compatibility with subsequent cover materials.

3.2 PREPARATION

A. Clean surfaces thoroughly and correct defects prior to application.

B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

C. Remove mildew from impervious surfaces by scrubbing with solution of water and bleach. Rinse with clean water and allow surface to dry.

D. Remove all existing paint per SSPC-SP1 using method that will not harm the stone panels that the signage is mounted to.

E. Aluminum: Remove surface contamination and oil; wash with solvent according to SSPC-SP 1.

F. Galvanized Surfaces:
   1. Remove surface contamination and oils and wash with solvent according to SSPC-SP 1.
   2. Prepare surface according to SSPC-SP 2.

G. Ferrous Metal:
   1. Solvent clean according to SSPC-SP 1.
   2. Shop-Primed Surfaces: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Prime bare steel surfaces.

3. Remove rust, loose mill scale, and other foreign substances using methods recommended by paint manufacturer and blast cleaning according to SSPC-SP 6. Protect from corrosion until coated.

3.3 APPLICATION

A. Mask around signage to prevent getting paint on stone panels.

B. Apply products in accordance with manufacturer's written instructions.

C. Apply coatings at spread rate required to achieve manufacturer's recommended dry film thickness.

D. Regardless of number of coats specified, apply additional coats until complete hide is achieved.

3.4 PRIMING

A. Apply primer to all surfaces unless specifically not required by coating manufacturer. Apply in accordance with coating manufacturer's instructions.

B. Primers specified in painting schedules may be omitted on items factory primed or factory finished items if acceptable to top coat manufacturers.

3.5 CLEANING

A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.

B. Clean surfaces immediately of overspray, splatter, and excess material.

C. After coating has cured, clean and replace finish hardware, fixtures, and fittings previously removed.

3.6 PROTECTION

A. Protect finished coatings from damage until completion of project.

B. Touch-up damaged finishes after Substantial Completion.

END OF SECTION 099000

SECTION 220500
COMMON WORK RESULTS FOR PLUMBING

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes the following:
   1. Piping materials and installation instructions common to most piping systems.
   2. Transition fittings.
   3. Mechanical sleeve seals.
   4. Sleeves.
   5. Painting and finishing.
   6. Supports and anchorages.

1.3 DEFINITIONS

A. Finished Spaces: Spaces other than mechanical and electrical equipment rooms, furred spaces, pipe chases, unheated spaces immediately below roof, spaces above ceilings, unexcavated spaces, crawlspaces, and tunnels.

B. Exposed, Interior Installations: Exposed to view indoors. Examples include finished occupied spaces and mechanical equipment rooms.

C. Exposed, Exterior Installations: Exposed to view outdoors or subject to outdoor ambient temperatures and weather conditions. Examples include rooftop locations.

D. Concealed, Interior Installations: Concealed from view and protected from physical contact by building occupants. Examples include above ceilings and in chases.

E. Concealed, Exterior Installations: Concealed from view and protected from weather conditions and physical contact by building occupants but subject to outdoor ambient temperatures. Examples include installations within unheated shelters.

F. Provide: To supply, furnish, install and connect, ready for safe and regular operation of the system or equipment.

G. Install: To erect, mount and connect complete, with related accessories.

H. Supply, Furnish: To purchase, procure, acquire and deliever complete, with related accessories.

I. The following are industry abbreviations for plastic materials:
   1. ABS: Acrylonitrile-butadiene-styrene plastic.
   2. CPVC: Chlorinated polyvinyl chloride plastic.
   3. PE: Polyethylene plastic.
   4. PVC: Polyvinyl chloride plastic.

J. The following are industry abbreviations for rubber materials:
   1. EPDM: Ethylene-propylene-diene terpolymer rubber.
   2. NBR: Acrylonitrile-butadiene rubber.

1.4 SUBMITTALS

A. Product Data: For the following:
   1. Transition fittings.

2. Mechanical sleeve seals.

B. Welding certificates.

1.5 QUALITY ASSURANCE

A. Steel Support Welding: Qualify processes and operators according to AWS D1.1, "Structural Welding Code--Steel."

B. Steel Pipe Welding: Qualify processes and operators according to ASME Boiler and Pressure Vessel Code: Section IX, "Welding and Brazing Qualifications."

1. Comply with provisions in ASME B31 Series, "Code for Pressure Piping."
2. Certify that each welder has passed AWS qualification tests for welding processes involved and that certification is current.

C. Electrical Characteristics for Plumbing Equipment: Equipment of higher electrical characteristics may be furnished provided such proposed equipment is approved in writing and connecting electrical services, circuit breakers, and conduit sizes are appropriately modified. If minimum energy ratings or efficiencies are specified, equipment shall comply with requirements.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver pipes and tubes with factory-applied end caps. Maintain end caps through shipping, storage, and handling to prevent pipe end damage and to prevent entrance of dirt, debris, and moisture.

B. Store plastic pipes protected from direct sunlight. Support to prevent sagging and bending.

1.7 COORDINATION

A. Arrange for pipe spaces, chases, slots, and openings in building structure during progress of construction, to allow for plumbing installations.

B. Coordinate installation of required supporting devices and set sleeves in poured-in-place concrete and other structural components as they are constructed.

C. Coordinate requirements for access panels and doors for plumbing items requiring access that are concealed behind finished surfaces. Access panels and doors are specified in Division 08 Section "Access Doors and Frames."

D. Coordinate all plumbing piping and equipment with all other trades, including HVAC, electrical, structural and Architectural ceiling elevations.

PART 1 PRODUCTS

2.1 MANUFACTURERS

A. In other Part 2 articles where subparagraph titles below introduce lists, the following requirements apply for product selection:

1. Manufacturers: Subject to compliance with requirements, provide products by the manufacturers specified.

2.2 PIPE, TUBE, AND FITTINGS

A. Refer to individual Division 22 piping Sections for pipe, tube, and fitting materials and joining methods.

B. Pipe Threads: ASME B1.20.1 for factory-threaded pipe and pipe fittings.

2.3 JOINING MATERIALS

A. Refer to individual Division 22 piping Sections for special joining materials not listed below.

B. Pipe-Flange Gasket Materials: Suitable for chemical and thermal conditions of piping system contents.
   1. ASME B16.21, nonmetallic, flat, asbestos-free, 1/8-inch (3.2-mm) maximum thickness unless thickness or specific material is indicated.
      a. Full-Face Type: For flat-face, Class 125, cast-iron and cast-bronze flanges.
      b. Narrow-Face Type: For raised-face, Class 250, cast-iron and steel flanges.
   2. AWWA C110, rubber, flat face, 1/8 inch (3.2 mm) thick, unless otherwise indicated; and full-face or ring type, unless otherwise indicated.

C. Flange Bolts and Nuts: ASME B18.2.1, carbon steel, unless otherwise indicated.

D. Plastic, Pipe-Flange Gasket, Bolts, and Nuts: Type and material recommended by piping system manufacturer, unless otherwise indicated.

E. Solder Filler Metals: ASTM B 32, lead-free alloys. Include water-flushable flux according to ASTM B 813.

F. Brazing Filler Metals: AWS A5.8, BCuP Series, copper-phosphorus alloys for general-duty brazing, unless otherwise indicated; and AWS A5.8, BAg1, silver alloy for refrigerant piping, unless otherwise indicated.

G. Welding Filler Metals: Comply with AWS D10.12 for welding materials appropriate for wall thickness and chemical analysis of steel pipe being welded.

H. Solvent Cements for Joining Plastic Piping:
   1. PVC Piping: ASTM D 2564. Include primer according to ASTM F 656.

2.4 TRANSITION FITTINGS

A. AWWA Transition Couplings: Same size as, and with pressure rating at least equal to and with ends compatible with, piping to be joined.
   1. Manufacturers:
      a. Cascade Waterworks Mfg. Co.
      b. Dresser Industries, Inc.; DMD Div.
      c. Ford Meter Box Company, Incorporated (The); Pipe Products Div.
      d. JCM Industries.
      e. Smith-Blair, Inc.
      f. Viking Johnson.
   2. Underground Piping NPS 1-1/2 (DN 40) and Smaller: Manufactured fitting or coupling.
   3. Underground Piping NPS 2 (DN 50) and Larger: AWWA C219, metal sleeve-type coupling.
   4. Aboveground Pressure Piping: Pipe fitting.

B. Plastic-to-Metal Transition Fittings: PVC one-piece fitting with manufacturer's Schedule 80 equivalent dimensions; one end with threaded brass insert, and one solvent-cement-joint end.
   1. Manufacturers:
      a. Eslon Thermoplastics.

C. Plastic-to-Metal Transition Adaptors: One-piece fitting with manufacturer's SDR 11 equivalent dimensions; one end with threaded brass insert, and one solvent-cement-joint end.
   1. Manufacturers:
      a. Thompson Plastics, Inc.

D. Flexible Transition Couplings for Underground Nonpressure Drainage Piping: ASTM C 1173 with elastomeric sleeve, ends same size as piping to be joined, and corrosion-resistant metal band on each end.
   1. Manufacturers:
      a. Cascade Waterworks Mfg. Co.
      b. Fernco, Inc.
      c. Mission Rubber Company.
      d. Plastic Oddities, Inc.

2.5 MECHANICAL SLEEVE SEALS

A. Description: Modular sealing element unit, designed for field assembly, to fill annular space between pipe and sleeve.
   1. Manufacturers:
      a. Advance Products & Systems, Inc.
      b. Calpico, Inc.
      c. Metraflex Co.
      d. Pipeline Seal and Insulator, Inc.
   2. Sealing Elements: EPDM interlocking links shaped to fit surface of pipe. Include type and number required for pipe material and size of pipe.
   3. Pressure Plates: Carbon steel. Include two for each sealing element.
   4. Connecting Bolts and Nuts: Carbon steel with corrosion-resistant coating of length required to secure pressure plates to sealing elements. Include one for each sealing element.

2.6 SLEEVES

A. Galvanized-Steel Sheet: 0.0239-inch (0.6-mm) minimum thickness; round tube closed with welded longitudinal joint.

B. Steel Pipe: ASTM A 53, Type E, Grade B, Schedule 40, galvanized, plain ends.

C. Cast Iron: Cast or fabricated "wall pipe" equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop, unless otherwise indicated.

D. Stack Sleeve Fittings: Manufactured, cast-iron sleeve with integral clamping flange. Include clamping ring and bolts and nuts for membrane flashing.
   1. Underdeck Clamp: Clamping ring with set screws.

E. Molded PVC: Permanent, with nailing flange for attaching to wooden forms.

F. PVC Pipe: ASTM D 1785, Schedule 40.

G. Molded PE: Reusable, PE, tapered-cup shaped, and smooth-outer surface with nailing flange for attaching to wooden forms.

2.7 GROUT

A. Description: ASTM C 1107, Grade B, nonshrink and nonmetallic, dry hydraulic-cement grout.
   1. Characteristics: Post-hardening, volume-adjusting, nonstaining, noncorrosive, nongaseous, and recommended for interior and exterior applications.
   2. Design Mix: 5000-psi (34.5-MPa), 28-day compressive strength.
   3. Packaging: Premixed and factory packaged.

PART 1 EXECUTION

3.1 PIPING SYSTEMS - COMMON REQUIREMENTS

A. Install piping according to the following requirements and Division 22 Sections specifying piping systems.

B. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems. Indicated locations and arrangements were used to size pipe and calculate friction loss, expansion, pump sizing, and other design considerations. Install piping as indicated unless deviations to layout are approved on Coordination Drawings.

C. Install piping in concealed locations, unless otherwise indicated and except in equipment rooms and service areas.

D. Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.

E. Install piping above accessible ceilings to allow sufficient space for ceiling panel removal.

F. Install piping to permit valve servicing.

G. Install piping at indicated slopes.

H. Install piping free of sags and bends.

I. Install fittings for changes in direction and branch connections.

J. Install piping to allow application of insulation.

K. Select system components with pressure rating equal to or greater than system operating pressure.

L. Install escutcheons for penetrations of walls, ceilings, and floors according to the following:
   1. New Piping:
      a. Piping with Fitting or Sleeve Protruding from Wall: One-piece, deep-pattern type.
      b. Chrome-Plated Piping: One-piece, cast-brass type with polished chrome-plated finish.
      c. Insulated Piping: One-piece, stamped-steel type with spring clips.
      d. Bare Piping at Wall and Floor Penetrations in Finished Spaces: One-piece, cast-brass type with polished chrome-plated finish.
      e. Bare Piping at Wall and Floor Penetrations in Finished Spaces: One-piece, stamped-steel type.
      f. Bare Piping at Ceiling Penetrations in Finished Spaces: Split-plate, stamped-steel type with concealed hinge and set screw.
      g. Bare Piping in Unfinished Service Spaces: One-piece, stamped-steel type with set screw or spring clips.
      h. Bare Piping in Equipment Rooms: One-piece, stamped-steel type with set screw or spring clips.
      i. Bare Piping at Floor Penetrations in Equipment Rooms: One-piece, floor-plate type.

M. Sleeves are not required for core-drilled holes.

N. Permanent sleeves are not required for holes formed by removable PE sleeves.

O. Install sleeves for pipes passing through concrete and masonry walls and concrete floor and roof slabs.

P. Install sleeves for pipes passing through concrete and masonry walls, gypsum-board partitions, and concrete floor and roof slabs.

1. Cut sleeves to length for mounting flush with both surfaces.
   a. Exception: Extend sleeves installed in floors of mechanical equipment areas or other wet areas 2 inches (50 mm) above finished floor level. Extend cast-iron sleeve fittings below floor slab as required to secure clamping ring if ring is specified.
2. Install sleeves in new walls and slabs as new walls and slabs are constructed.
3. Install sleeves that are large enough to provide 1/4-inch (6.4-mm) annular clear space between sleeve and pipe or pipe insulation. Use the following sleeve materials:
   a. Steel Pipe Sleeves: For pipes smaller than NPS 6 (DN 150).
   b. Steel Sheet Sleeves: For pipes NPS 6 (DN 150) and larger, penetrating gypsum-board partitions.
4. Except for underground wall penetrations, seal annular space between sleeve and pipe or pipe insulation, using joint sealants appropriate for size, depth, and location of joint. Refer to Division 07 Section "Joint Sealants" for materials and installation.

Q. Aboveground, Exterior-Wall Pipe Penetrations: Seal penetrations using sleeves and mechanical sleeve seals. Select sleeve size to allow for 1-inch (25-mm) annular clear space between pipe and sleeve for installing mechanical sleeve seals.
1. Install steel pipe for sleeves smaller than 6 inches (150 mm) in diameter.
2. Install cast-iron "wall pipes" for sleeves 6 inches (150 mm) and larger in diameter.
3. Mechanical Sleeve Seal Installation: Select type and number of sealing elements required for pipe material and size. Position pipe in center of sleeve. Assemble mechanical sleeve seals and install in annular space between pipe and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

R. Underground, Exterior-Wall Pipe Penetrations: Install cast-iron "wall pipes" for sleeves. Seal pipe penetrations using mechanical sleeve seals. Select sleeve size to allow for 1-inch (25-mm) annular clear space between pipe and sleeve for installing mechanical sleeve seals.
1. Mechanical Sleeve Seal Installation: Select type and number of sealing elements required for pipe material and size. Position pipe in center of sleeve. Assemble mechanical sleeve seals and install in annular space between pipe and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.
2. Equal to Link-Seal by Garlock.

S. Fire-Barrier Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at pipe penetrations. Seal pipe penetrations with firestop materials. Refer to Division 07 Section "Penetration Firestopping" for materials.

T. Verify final equipment locations for roughing-in.

U. Refer to equipment specifications in other Sections of these Specifications for roughing-in requirements.

3.2 PIPING JOINT CONSTRUCTION

A. Join pipe and fittings according to the following requirements and Division 22 Sections specifying piping systems.

B. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.

C. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.

D. Soldered Joints: Apply ASTM B 813, water-flushable flux, unless otherwise indicated, to tube end. Construct joints according to ASTM B 828 or CDA's "Copper Tube Handbook," using lead-free solder alloy complying with ASTM B 32.

E. Brazed Joints: Construct joints according to AWS's "Brazing Handbook," "Pipe and Tube" Chapter, using copper-phosphorus brazing filler metal complying with AWS A5.8.

F. Threaded Joints: Thread pipe with tapered pipe threads according to ASME B1.20.1. Cut threads full and clean using sharp dies. Ream threaded pipe ends to remove burrs and restore full ID. Join pipe fittings and valves as follows:
   1. Apply appropriate tape or thread compound to external pipe threads unless dry seal threading is specified.
   2. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged. Do not use pipe sections that have cracked or open welds.

G. Welded Joints: Construct joints according to AWS D10.12, using qualified processes and welding operators according to Part 1 "Quality Assurance" Article.

H. Flanged Joints: Select appropriate gasket material, size, type, and thickness for service application. Install gasket concentrically positioned. Use suitable lubricants on bolt threads.

I. Plastic Piping Solvent-Cement Joints: Clean and dry joining surfaces. Join pipe and fittings according to the following:
   1. Comply with ASTM F 402 for safe-handling practice of cleaners, primers, and solvent cements.
   2. PVC Nonpressure Piping: Join according to ASTM D 2855.

J. Plastic Pressure Piping Gasketed Joints: Join according to ASTM D 3139.

K. Plastic Nonpressure Piping Gasketed Joints: Join according to ASTM D 3212.

3.3 PIPING CONNECTIONS

A. Make connections according to the following, unless otherwise indicated:
   1. Install unions, in piping NPS 2 (DN 50) and smaller, adjacent to each valve and at final connection to each piece of equipment.
   2. Install flanges, in piping NPS 2-1/2 (DN 65) and larger, adjacent to flanged valves and at final connection to each piece of equipment.
   3. Dry Piping Systems: Install dielectric unions and flanges to connect piping materials of dissimilar metals.
   4. Wet Piping Systems: Install dielectric coupling and nipple fittings to connect piping materials of dissimilar metals.

3.4 PAINTING

A. Painting of plumbing systems, equipment, and components is specified in Division 09 Sections "Interior Painting" and "Exterior Painting."

B. Damage and Touchup: Repair marred and damaged factory-painted finishes with materials and procedures to match original factory finish.

3.5 ERECTION OF METAL SUPPORTS AND ANCHORAGES

A. Refer to Division 05 Section "Metal Fabrications" for structural steel.

B. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor plumbing materials and equipment.

C. Field Welding: Comply with AWS D1.1.

3.6 CAMERA INSPECTIONS OF UNDERGROUND SEWER/STORM PIPES

A. Where camera inspections are called out on plans for a portion of existing underground piping, these requirements apply:

1. Coordinate schedule for camera inspections with Owner to minimize distruption
2. Coordinate schedule for camera inspections with Engineer of Record, to confirm if they want to be present during inspections.
3. Assume all removal of cleanout covers or fixtures required for inspection is the responsiblity of the contractor.
4. Narrate video material so it is obvious the date/time/location of each individual video.
5. Prepare a pdf or hard copy building plan identifying location of camera access and sections of piping surveyed. Also note major found information on this plan:
    a. Size and material of pipe, general observed condition of pipe, major issues suce as pipe belly/low points and/or breakage, Inverts.

END OF SECTION 220500

SECTION 220719
PLUMBING PIPING INSULATION

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Glass (mineral) fiber insulation.

B. Jacketing and accessories.

C. Section includes insulating the following pipe systems
   1. Storm Water Drains and Rainwater leaders

1.2 RELATED REQUIREMENTS

A. Section 078400 - PENETRATION FIRESTOPPING.

B. Section 099123 - INTERIOR PAINTING: Painting insulation jacket.

C. Section 221005 - Plumbing Piping: Placement of hangers and hanger inserts.

1.3 REFERENCE STANDARDS

A. ASTM C195 - Standard Specification for Mineral Fiber Thermal Insulating Cement; 2007 (Reapproved 2019).

B. ASTM C534/C534M - Standard Specification for Preformed Flexible Elastomeric Cellular Thermal Insulation in Sheet and Tubular Form; 2023.

C. ASTM C547 - Standard Specification for Mineral Fiber Pipe Insulation; 2022a.

D. ASTM C552 - Standard Specification for Cellular Glass Thermal Insulation; 2022.

E. ASTM C585 - Standard Practice for Inner and Outer Diameters of Thermal Insulation for Nominal Sizes of Pipe and Tubing; 2022.

F. ASTM C795 - Standard Specification for Thermal Insulation for Use in Contact with Austenitic Stainless Steel; 2008 (Reapproved 2023).

G. ASTM D2842 - Standard Test Method for Water Absorption of Rigid Cellular Plastics; 2025.

H. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2026a.

I. ASTM E96/E96M - Standard Test Methods for Gravimetric Determination of Water Vapor Transmission Rate of Materials; 2024a.

J. UL 723 - Standard for Test for Surface Burning Characteristics of Building Materials; Current Edition, Including All Revisions.

1.4 SUBMITTALS

A. Product Data: Provide product description, thermal characteristics, list of materials and thickness for each service, and locations.

B. Manufacturer's Instructions: Indicate installation procedures that ensure acceptable workmanship and installation standards will be achieved.

1.5 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with not less than three years of documented experience.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Accept materials on site, labeled with manufacturer's identification, product density, and thickness.

B. Packaging: Insulation material containers shall be marked by manufacturer with appropriate ASTM standard designation, type and grade, and maximum use temperature.

C. Maintain ambient conditions required by manufacturers of each product.

D. Maintain temperature before, during, and after installation for minimum of 24 hours.

1.7 COORDINATION

A. Coordinate sizes and locations of supports, hangers, and insulation shields specified in Section 220529 "Hangers and Supports for Plumbing Piping and Equipment."

B. Coordinate clearance requirements with piping Installer for piping insulation application. Before preparing piping Shop Drawings, establish and maintain clearance requirements for installation of insulation and field-applied jackets and finishes and for space required for maintenance.

C. Coordinate installation and testing of heat tracing.

PART 2 PRODUCTS

2.1 REGULATORY REQUIREMENTS

A. Surface Burning Characteristics: Flame spread index/Smoke developed index of 25/50, maximum, when tested in accordance with ASTM E84 or UL 723.

2.2 GLASS FIBER INSULATION

A. Manufacturers:
1. CertainTeed Corporation
2. Johns Manville Corporation
3. Knauf Insulation

B. Vapor Barrier Jacket: White Kraft paper with glass fiber yarn, bonded to aluminized film; moisture vapor transmission when tested in accordance with ASTM E96/E96M of 0.02 perm.

2.3 JACKETING AND ACCESSORIES

A. PVC Plastic Jacket:
1. Jacket: One piece molded type fitting covers and sheet material, off-white color.
   a. Minimum Service Temperature: 0 degrees F.
   b. Maximum Service Temperature: 150 degrees F.
   c. Moisture Vapor Permeability: 0.002 perm inch, maximum, when tested in accordance with ASTM E96/E96M.
   d. Thickness: 10 mil, 0.010 inch.
   e. Connections: Brush on welding adhesive.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that piping has been tested before applying insulation materials.

B. Verify that surfaces are clean and dry, with foreign material removed.

3.2 INSTALLATION

A. Install in accordance with manufacturer's instructions.

B. Exposed Piping: Locate insulation and cover seams in least visible locations.
   1. Provide PVC jacket on all exposed piping up to 7' above finished floor (i.e. all piping at domestic hot water system and exposed vertical storm leaders).

C. Insulated pipes conveying fluids below ambient temperature: Insulate entire system including fittings, valves, unions, flanges, strainers, flexible connections, pump bodies, and expansion joints.

D. Insulate underside of roof drain body, Insulate all Horizontal storm piping up to vertical riser, but no less then the first 10' linear ft from the roof drain.

E. Glass fiber insulated pipes conveying fluids below ambient temperature:
   1. Provide vapor barrier jackets, factory-applied or field-applied. Secure with self-sealing longitudinal laps and butt strips with pressure-sensitive adhesive. Secure with outward clinch expanding staples and vapor barrier mastic.
   2. Insulate fittings, joints, and valves with molded insulation of like material and thickness as adjacent pipe. Finish with glass cloth and vapor barrier adhesive or PVC fitting covers.

F. For hot piping conveying fluids 140 degrees F or less, do not insulate flanges and unions at equipment, but bevel and seal ends of insulation.

G. Inserts and Shields:
   1. Application: Piping 1-1/2 inches diameter or larger.
   2. Shields: Galvanized steel between pipe hangers or pipe hanger rolls and inserts.
   3. Insert Location: Between support shield and piping and under the finish jacket.

H. Continue insulation through walls, sleeves, pipe hangers, and other pipe penetrations. Finish at supports, protrusions, and interruptions. At fire separations, see Section 078400.

I. Pipe Exposed in Mechanical Equipment Rooms or Finished Spaces (less than 10 feet above finished floor): Finish with PVC jacket and fitting covers.

3.3 INDOOR PIPING INSULATION SCHEDULE

A. **Stormwater and Overflow:**
   1. All Pipe Sizes: Insulation shall be one of the following:
      a. Flexible Elastomeric: 1 inch thick.
      b. Mineral-Fiber, Preformed Pipe Insulation, Type I: 1 inch thick.

3.4 INDOOR, FIELD-APPLIED JACKET SCHEDULE

A. Install jacket over insulation material. For insulation with factory-applied jacket, install the field-applied jacket over the factory-applied jacket.

B. If more than one material is listed, selection from materials listed is Contractor's option.

C. Piping, Concealed: None

D. Piping, Exposed:
   1. PVC: 20 mils thick.

END OF SECTION 220719

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SECTION 221005
PLUMBING PIPING

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Storm drainage piping, above grade.

B. Pipe flanges, unions, and couplings.

1.2 RELATED REQUIREMENTS

A. Section 083100 - ACCESS DOORS AND PANELS.

B. Section 099113 - EXTERIOR PAINTING.

C. Section 220516 - Expansion Fittings and Loops for Plumbing Piping.

D. Section 220529 - Hangers and Supports for Plumbing Piping and Equipment.

E. Section 220553 - Identification for Plumbing Piping and Equipment.

F. Section 220719 - Plumbing Piping Insulation.

G. Section 312316 - Excavation.

H. Section 312323 - Fill.

1.3 REFERENCE STANDARDS

A. ASME B16.23 - Cast Copper Alloy Solder Joint Drainage Fittings: DWV; 2021.

B. ASME B16.29 - Wrought Copper and Wrought Copper Alloy Solder-Joint Drainage Fittings—DWV; 2022.

C. ASME B31.9 - Building Services Piping; 2020.

D. ASTM C564 - Standard Specification for Rubber Gaskets for Cast Iron Soil Pipe and Fittings; 2026.

E. ASTM C1277 - Standard Specification for Shielded Couplings Joining Hubless Cast Iron Soil Pipe and Fittings; 2026.

F. CISPI 301 - Standard Specification for Hubless Cast Iron Soil Pipe and Fittings for Sanitary and Storm Drain, Waste, and Vent Piping Applications; 2021.

G. CISPI 310 - Specification for Coupling for Use in Connection with Hubless Cast Iron Soil Pipe and Fittings for Sanitary and Storm Drain, Waste, and Vent Piping Applications; 2020.

1.4 SUBMITTALS

A. See Section 013000 - Administrative Requirements for submittal procedures.

B. Product Data: Provide data on pipe materials, pipe fittings, valves, and accessories. Provide manufacturers catalog information. Indicate valve data and ratings.

1.5 QUALITY ASSURANCE

A. Perform work in accordance with applicable codes.

B. Identify pipe with marking including size, ASTM material classification, ASTM specification, potable water certification, water pressure rating.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Protect piping systems from entry of foreign materials by temporary covers, completing sections of the work, and isolating parts of completed system.

1.7 FIELD CONDITIONS

A. Do not install underground piping when bedding is wet or frozen.

PART 2 PRODUCTS

2.1 GENERAL REQUIREMENTS

A. All Cast Iron Soil pipe and fittings shall be marked with the collective trademark of the Cast Iron Soil Pipe Institue (CISPI) and listed by NSF International.
   1. Each length of pipe and each fitting shall be plainly marked with size, country of origin, and name of manufactuer or manufacturer's register trademark

2.2 STORM DRAINAGE PIPING, ABOVE GRADE

A. Cast Iron Pipe: CISPI 301, hubless, service weight.
   1. Fittings: Cast iron.
   2. Joints: Neoprene gaskets and stainless steel clamp-and-shield assemblies.

2.3 PIPE FLANGES, UNIONS, AND COUPLINGS

A. No-Hub Couplings:
   1. Testing: In accordance with ASTM C1277 and CISPI 310.
   2. NSF Certification
   3. Gasket Material: Neoprene complying with ASTM C564.
   4. Band Material: Stainless steel.
   5. Eyelet Material: Stainless steel.
   6. Manufacturers:
      a. MIFAB, Inc; MI-QHUB:
      b. Charlotte Pipe and Foundry
      c. Ideal Tridon

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that excavations are to required grade, dry, and not over-excavated.

3.2 PREPARATION

A. Ream pipe and tube ends. Remove burrs. Bevel plain end ferrous pipe.

B. Remove scale and dirt, on inside and outside, before assembly.

C. Prepare piping connections to equipment with flanges or unions.

3.3 INSTALLATION

A. Install in accordance with manufacturer's instructions.

B. Provide non-conducting dielectric connections wherever jointing dissimilar metals.

C. Route piping in orderly manner and maintain gradient. Route parallel and perpendicular to walls. Diagonal runs are prohibited unless specifically indicated otherwise on plans.

D. Install free of sages and bends.

E. Install piping to maintain headroom, conserve space, and not interfere with use of space.

F. Group piping whenever practical at common elevations.

G. Install piping to allow for expansion and contraction without stressing pipe, joints, or connected equipment. See Section 220516.

H. Provide clearance in hangers and from structure and other equipment for installation of insulation and access to valves and fittings.

I. Provide access where valves and fittings are not exposed.
   1. Coordinate size and location of access doors with Section 083100.

J. Establish elevations of buried piping outside the building to ensure not less than 5 ft of cover for pipes that require freeze protection.

K. Install santiary, vent and storm piping at slopes as indicated, but not less then as required by code. Minimum 1/8"/foot on mains and 1/4" per foot on branch piping.

L. Install vent and gas piping penetrating roofed areas to maintain integrity of roof assembly and to comply with manufacturer warrenty.

M. Vent through roof termination shall extend at least 18" above roof.

N. Prepare exposed, unfinished pipe, fittings, supports, and accessories for finish painting.
   1. See Section 099113 for painting of exterior plumbing systems and components.

O. Excavate in accordance with Section 312316.

P. Backfill in accordance with Section 312323.

Q. Install valves with stems upright or horizontal, not inverted. See Section 220523.

R. Install water piping to ASME B31.9.

S. Sleeve pipes passing through partitions, walls, and floors.

T. Pipe Hangers and Supports:
   1. Prime coat exposed steel hangers and supports. Hangers and supports located in crawl spaces, pipe shafts, and suspended ceiling spaces are not considered exposed.

3.4 APPLICATION

A. Install unions downstream of valves and at equipment or apparatus connections.

B. Install ball or butterfly valves for shut-off and to isolate equipment, part of systems, or vertical risers.

C. Provide lug end butterfly valves adjacent to equipment when provided to isolate equipment.

D. Provide spring-loaded check valves on discharge of water pumps.

3.5 FIELD TESTS AND INSPECTIONS

A. Verify and inspect systems according to requirements by the Authority Having Jurisdiction. In the absence of specific test and inspection procedures proceed as indicated below.

B. Test Sanitary waste and vent piping, and Storm according to procedures of AHJ or in absense of published procedures, as follows:
   1. Test for leaks and defects in new piping and parts of existing piping that have been altered, extended, or repaired. If testing is performed in segments, submit seperate report for each test.
   2. Leave piping uncovered and unconcealed new, altered, extended or replaced waste and vent piping until it has been tested, inspected and approved.
   3. Rough-in Plumbing test Procedure:
      a. Close openings in piping system and fill with water to point of overflow, but not less then 10-foot head of water.
      b. From 15 minutes before inspection starts to completion of inspection, water level must not drop.

c. Inspect joints for leaks.

C. Test Results: Document and certify successful results, otherwise repair, document, and retest.

END OF SECTION 221005

SECTION 221006
PLUMBING PIPING SPECIALTIES

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Drains. Roof and Floor

B. Cleanouts.

1.2 REFERENCE STANDARDS

A. ASME A112.6.3 - Floor Drains; 2022.

B. ASME A112.6.4 - Roof, Deck, and Balcony Drains; 2022.

C. ASME B16.29 - Wrought Copper and Wrought Copper Alloy Solder-Joint Drainage Fittings—DWV; 2022.

D. ASSE 1017 - Performance Requirements for Temperature Actuated Mixing Valves for Hot Water Distribution Systems; 2023.

E. ASSE 1019 - Performance Requirements for Wall Hydrant with Backflow Protection and Freeze Resistance; 2023.

F. NSF 61 - Drinking Water System Components - Health Effects; 2023, with Errata.

G. NSF 372 - Drinking Water System Components - Lead Content; 2024.

1.3 SUBMITTALS

A. See Section 013000 - Administrative Requirements for submittal procedures.

B. Product Data: Provide component sizes, rough-in requirements, service sizes, and finishes.

C. Shop Drawings: Indicate dimensions, weights, and placement of openings and holes.

D. Manufacturer's Instructions: Indicate Manufacturer's Installation Instructions: Indicate assembly and support requirements.

E. Maintenance Data: Include installation instructions, spare parts lists, exploded assembly views.

F. Project Record Documents: Record actual locations of equipment, cleanouts, backflow preventers, and water hammer arrestors.

G. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
   1. See Section 016000 - Product Requirements for additional provisions.
   2. Extra Loose Keys for Outside Hose Bibbs: One.

1.4 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with not less than three years documented experience.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Accept specialties on site in original factory packaging. Inspect for damage.

PART 2 PRODUCTS

2.1 GENERAL REQUIREMENTS

A. Specialties in Potable Water Supply Systems: Provide products that comply with NSF 61 and NSF 372 for maximum lead content.

2.2 DRAINS

A. Planter Drains:
   1. ASME A112.6.4; Epoxy coated cast iron body with sump.
   2. Strainer: Removable polyethylene or cast aluminum dome with stainless steel screen with secured solid cover.

2.3 CLEANOUTS

A. Manufacturers:
   1. Jay R. Smith Manufacturing Company
   2. Josam Company
   3. MIFAB, Inc
   4. Zurn Industries, LLC
   5. Watts

B. Cleanouts at Interior Unfinished Accessible Areas CO: Calked or threaded type. Provide bolted stack cleanouts on vertical rainwater leaders.

PART 3 EXECUTION

3.1 INSTALLATION

A. Install in accordance with manufacturer's instructions.

B. Install floor drains at low point in floor. Coordinate final "flush to finished floor" drain cover elevation with GC flooring installer. If entire floor is not pitched to floor drain, create 2' diameter low point at drain, pitched ~1/8"/foot.

C. All floor and trench drains shall be installed with a deep seal p-trap and mechanical trap guard, unless other-wise specified on plans.

D. Extend cleanouts to finished floor or wall surface. Lubricate threaded cleanout plugs with mixture of graphite and linseed oil. Ensure clearance at cleanout for rodding of drainage system.

E. Install floor cleanouts at elevation to accommodate finished floor.

F. Install approved potable water protection devices on plumbing lines where contamination of domestic water may occur; on boiler feed water lines, janitor rooms, fire sprinkler systems, premise isolation, irrigation systems, flush valves, interior and exterior hose bibbs.

G. Pipe relief from backflow preventer to nearest drain.

H. Install water hammer arrestors complete with accessible isolation valve on hot and cold water supply piping to lavatory sinks, washing machine outlets, or any fast closing fixtures/valves.

END OF SECTION 221006