

# **PROJECT MANUAL**

Project Type:

**Beacon Fire Station Abatement  
13 SOUTH AVENUE  
BEACON, NY 12508**

*City of Beacon Bid No. 2022-011*

**Prepared for:  
City of Beacon, Dutchess County, New York**

11/9/2022  
*Issued for Bid*

**MITCHELL ASSOCIATES  
ARCHITECTS, PLLC**

*29 Thacher Park Road  
VOORHEESVILLE, NEW YORK 12186  
Phone# 518/765-4571  
Fax# 518/765-2950*

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THIS DOCUMENT IS A VIOLATION OF LAW

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## SECTION 000100

### PROJECT MANUAL PREFACE

OWNER: City of Beacon  
One Municipal Plaza  
Beacon, NY 10508

PROJECT: Beacon Fire Station Abatement  
13 South Avenue  
Beacon, NY 10508

INTENT: This project is subject to General Municipal Law 101 (Wicks Law) which permits this project to be bid under the single contract listed below:  
1. Abatement Contract (AC)

ARCHITECT: Mitchell Associates Architects PLLC  
29 Thacher Park Rd  
Voorheesville, NY 12186  
(518) 765-4571 (518) 765-2950 fax  
E-mail: ken@mitchell-architects.com

#### NOTES TO BIDDERS:

1. The Owner is a tax-exempt entity.
2. The Owner will obtain the Building Permit for this project.
3. DOT, State, County, and other local fees and/or permits are in force for this project.
4. Bidders shall be required to use a surety authorized to do business in the State of New York. Said surety shall be used for all bonds required.
5. Any reference to "Contractor" shall mean the Abatement Contractor.
6. Any reference to Prime Contractor indicates the Abatement Contractor in the contracting areas listed above.
7. Contractor is responsible for all the requirements for Divisions 00 and 01 of these specifications and the entire set of contract documents.
8. It is the responsibility of the Contractor to forward addenda and other pertinent information to subcontractors, suppliers, and vendors.
9. It is the responsibility of the Contractor to familiarize themselves with the entire Drawing Set and Specifications in order to coordinate their work.
10. All questions during the bidding phase are to be posed **by email only**. NO QUESTIONS WILL BE ANSWERED BY PHONE. Response to questions not covered in the construction documents will be provided by issuance of an Addendum. Please use the provided RFI Transmittal Cover Page included in this manual for all bidding questions.
11. The words "Specification" and "Project Manual" are interchangeable, both referring to this document.
12. Use Charges: Refer to Section 011000 – Summary and Section 015100 – Temporary Utilities.

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**SECTION 000110**  
**TABLE OF CONTENTS**

**PROCUREMENT AND CONTRACTING REQUIREMENTS**

**DIVISION 00 -- PROCUREMENT AND CONTRACTING REQUIREMENTS**

000100 – Project Manual Preface  
000110 - Table of Contents  
001113 – Advertisement to Bid  
001116 – Notice to Bidders  
001116.1 – RFI Transmittal Cover Page  
002112 – Instructions to Bidders AIA A701-2018  
002213 – Supplementary Instructions to Bidders  
003126 – Environmental Survey Report  
004000 – Procurement Forms and Supplements  
004116 – Bid Form  
004313 – Bid Security Form - AIA A310-2010  
005000 – Contracting Forms and Supplements  
005200 – Agreement Form - AIA A101-2017  
005200A – Attachment A - Project Manual Enumeration  
005200B – Attachment B - Drawing List  
005200C – Attachment C – Insurance Requirements  
005200D – Attachment D – Indemnification  
006100 – Payment Bond Form - AIA A312-2010  
006101 – Performance Bond Form - AIA A312-2010  
006519.13 – Affidavit of Payment of Debts and Claims Forms  
006519.15 – Partial Release and Waiver of Lien Form  
006519.16 – Final Release and Waiver of Lien Form  
006519.19 – Consent of Surety to Final Payment Form - AIA G707-1994  
007100 – Contracting Definitions  
007200 – General Conditions - AIA A201-2017  
007300 – Supplementary Conditions  
007346 – Wage Determination Schedule  
009999 – Certificate of Compliance with State Finance Law §139(L)

**SPECIFICATIONS**

**DIVISION 01 -- GENERAL REQUIREMENTS**

011000 – Summary  
012000 – Price and Payment Procedures  
012100 – Allowances  
012200 – Unit Prices  
012300 – Alternates  
013000 – Administrative Requirements  
013216 – Construction Progress Schedule  
014100 – Regulatory Requirements  
014216 – Definitions  
015000 – Temporary Facilities and Controls  
015100 – Temporary Utilities  
015500 – Vehicular Access and Parking

016000 – Product Requirements  
017000 – Execution and Closeout Requirements  
017419 – Construction Waste Management and Disposal  
017800 – Closeout Submittals

**DIVISION 02 – EXISTING CONDITIONS**

028200 – Asbestos Abatement

**END OF SECTION**

**SECTION 001113  
ADVERTISEMENT TO BID**

**Beacon Fire Station Abatement  
City of Beacon, Dutchess County, New York  
COB Bid No. 2022-011  
11/9/2022**

Separate sealed bids will be received by the City of Beacon in City Hall at One Municipal Plaza, Beacon, New York, until **2:00 p.m. on November 23, 2022**, and then at said office publicly opened and read aloud. Bids are requested for:

**Beacon Fire Station Abatement  
City of Beacon, Dutchess County, New York**

**GENERAL CONTRACT**

Please take notice that the City of Beacon ("City") intends to perform abatement to the existing fire station located in the City of Beacon, NY and is seeking sealed bids from licensed abatement contractors (AC). This is a public work project and, as such, Wick's Law and Prevailing Wage requirements do apply. All coordination of work will be the responsibility of the abatement contractor (AC) selected for the project.

**Bid documents may be obtained via electronic means** on Bidnet, NYS Contract Reporter, Construct Connect, Construction Journal, Dodge Construction Network, the Blue Book, and on the City of Beacon Website. Any and all addenda will be posted to each of the same. Bids must be in accordance with the terms, conditions, specifications, and other procurement documents for the project, and must remain good for forty-five (45) days.

The City reserves the right to waive what it deems to be informalities relating to a specific bid, to waive what it deems to be technical defects, irregularities and omissions relating to a specific bid, to reject any or all bids, to request additional information from any Bidder, to re-advertise for new bids, or to accept the whole or part of any bid which in the opinion of the City Council of the City of Beacon is in the best interest of the City.

Each sealed enclosure containing a bid is to be endorsed on the outside with the name, address and telephone number of the bidder, and is to state that it contains a bid for 'Beacon Fire Station Abatement, Beacon, NY.' Bid security in the form of a 5% bid bond issued by an acceptable surety or a bank or certified check payable to the City of Beacon is required. The successful bidder will be required to provide both a performance bond and a labor/material payment bond issued by acceptable sureties and to enter into a written contract with the City of Beacon. A copy of the form of contract is included with the bid documents.

Bidders may examine existing conditions at the project site at the pre-bid walkthrough on **Tuesday, November 15, 2022, at 10:00 a.m.** This will be the only scheduled walkthrough. All questions asked verbally **MUST** be followed up with a submitted Request For Information (RFI) to be considered a formal bid RFI response. All submitted RFI's will be answered via addenda. All questions should be addressed to Ken Gale of Mitchell Associates Architects, PLLC at [Ken@mitchell-architects.com](mailto:Ken@mitchell-architects.com).

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**SECTION 001116**  
**NOTICE TO BIDDERS**

**PART 1 GENERAL**

**1.01 BIDDING REQUIREMENTS**

- A. The following include, but are not limited to, the items defined as the Bidding Requirements:
1. Advertisement to Bid
  2. Notice to Bidders
  3. Instructions to Bidders
  4. Bid Form
  5. Bid Bond

**1.02 CONTRACT DOCUMENTS**

- A. The following include, but are not limited to, the items defined as the Contract Documents:
1. Agreement, with Attachments " A", " B", " C", & "D"
  2. Procurement Forms and Supplements
  3. Bonds and Certificates
  4. General Conditions
  5. Supplementary Conditions
  6. Existing Conditions Plan
  7. General Requirements
  8. Specifications
  9. Addenda
  10. Prevailing Wage Information

**1.03 SOURCE OF BIDDING INFORMATION**

- A. All questions during the bidding phase are to be posed **by email only**. NO QUESTIONS WILL BE ANSWERED BY PHONE. Responses to items not covered in the construction documents will be issued by addendum.
- B. Emailed questions must include the following:
1. Firm: Mitchell Associates Architects
  2. Address: 29 Thacher Park Road
  3. Voorheesville, NY 12186
  4. Attention: Project Manager - Beacon Fire Station Abatement
  5. Email: Ken Gale - ken@mitchell-architects.com
- C. Use the RFI Cover sheet included at the end of this Section for all questions during the bidding period.
- D. See Section 002113, "Supplementary Instructions to Bidders" and AIA A701-2018 for limitations upon verbal communications and addenda procedures.

**1.04 PAYMENTS**

- A. Provide payments in the following forms: As required per the project printer per 1.06 below.

**1.05 LOCATION OF BIDDING DOCUMENTS FOR VIEW**

- A. **Bidding Documents are available at following locations:**
1. Bidnet: [www.bidnet.com](http://www.bidnet.com)

2. Contract Reporter: [www.nyscr.ny.gov](http://www.nyscr.ny.gov)
  3. Construct Connect: [www.constructconnect.com](http://www.constructconnect.com)
  4. Construction Journal: [www.constructionjournal.com](http://www.constructionjournal.com)
  5. Dodge Construction Network: [www.construction.com](http://www.construction.com)
  6. The Blue Book: [www.thebluebook.com](http://www.thebluebook.com)
- B. A list of bidders will be periodically updated and sent to these locations as well as to the Owner.

#### 1.06 BIDS DUE

- A. Submit Bids in the following manner:
1. Refer to Section 001113 - Advertisement to Bid.
- B. See Section 002113 - Supplementary Instructions to Bidders for additional requirements and procedures governing Bid submission.

#### 1.07 BIDS RESULTS WILL BE AVAILABLE APPROXIMATELY FIFTEEN (15) BUSINESS DAYS OF THE BID OPENING.

- A. Bids will be opened and read aloud at the same time/date established in the "Advertisement to Bid."
- B. The Architect will provide the results to those bidders who submit bids.
- C. Others requesting bid results may email a request to Ken Gale at [ken@mitchell-architects.com](mailto:ken@mitchell-architects.com).

#### 1.08 STATEMENT OF NON-COLLUSION IN BIDS & PROPOSALS

- A. Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law for work or services performed, to be performed or goods sold or to be sold, shall contain the following statement as found on the bid form:
1. "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
    - a. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
    - 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 to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition."
- B. A bid shall not be considered for award, nor shall award be made where 1. a), b) and c) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where 1. a), b) and c) above have not been complied with, the bid shall not be considered for award, nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition. The fact that a bidder (a) has published price lists, (b) has informed prospective customers of proposed or pending publication of new

or revised price lists for such items to other customers at the same prices being bid does not constitute, without more, a disclosure within the meaning of subparagraph A.1.

- C. Any bid hereafter made to any political sub-division of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.
- D. The contractor, at time of bid, shall provide the owner information on any lawsuits commenced by or against the contractor within the previous 24 months for work performed and on any mechanic's liens for materials or work filed by or against the contractor.

## **PART 2 PRODUCTS**

### **2.01 NOT APPLICABLE**

## **PART 3 EXECUTION**

### **3.01 ELECTRONIC DOCUMENT SUBMITTAL SERVICE**

- A. All documents transmitted for purposes of administration of the contract are to be in electronic (PDF) format and transmitted via an Internet-based submittal service that receives, logs and stores documents, provides electronic stamping and signatures, and notifies addressees via email. The Architect uses Newforma for this purpose, and the Contractors will be required to communicate all documentation through this system. The Contractor will not be charged any licensing or usage fees for using this system.

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# RFI Transmittal Cover Sheet

# of pages incl. cover sheet: \_\_\_\_\_

***Date***

**TO:** Mitchell Associates Architects,  
PLLC

29 Thacher Park Rd

Voorheesville, NY 12186

**Attn:** Ken Gale/ Project Mgr.

**Re:** *Beacon Fire Station Abatement*

*Beacon, NY*

**Email** [ken@mitchell-architects.com](mailto:ken@mitchell-architects.com)

**FROM:**

**Name****Email**

**CC:**

**CITY OF BEACON BID NO. 2022-011**

**REMARKS:** ☐ Plans ☐ Specifications ☐ See Attached ☐ \_\_\_\_\_

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# DRAFT AIA® Document A701™ – 2018

## Instructions to Bidders

for the following Project:

**Beacon Fire Station Abatement**  
**13 South Avenue**  
**Beacon, NY 12508**

### THE OWNER:

**The City of Beacon**  
**One Municipal Plaza**  
**Beacon, NY 12508**

### THE ARCHITECT:

**Mitchell Associates Architects, PLLC**  
**29 Thacher Park Road**  
**Voorheesville, NY 12186**

### TABLE OF ARTICLES

- |   |  |
|---|--|
| 1 | DEFINITIONS                                    |
| 2 | BIDDER'S REPRESENTATIONS                       |
| 3 | BIDDING DOCUMENTS                              |
| 4 | BIDDING PROCEDURES                             |
| 5 | CONSIDERATION OF BIDS                          |
| 6 | POST-BID INFORMATION                           |
| 7 | PERFORMANCE BOND AND PAYMENT BOND              |
| 8 | ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS |

**ADDITIONS AND DELETIONS:** The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612™-2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

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## ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.

## ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

- .1 the Bidder has read and understands the Bidding Documents;
- .2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- .3 the Bid complies with the Bidding Documents;
- .4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;
- .5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- .6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

## ARTICLE 3 BIDDING DOCUMENTS

### § 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.

Per 001116 – Notice To Bidders

§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

§ 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.

§ 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

### § 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven days prior to the date for receipt of Bids.

By email only

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

### § 3.3 Substitutions

§ 3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

#### § 3.3.2 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least ten days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.4 If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

### § 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.

Posted to listed plan rooms

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

#### **ARTICLE 4 BIDDING PROCEDURES**

##### **§ 4.1 Preparation of Bids**

§ 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents.

§ 4.1.2 All blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change" or as required by the bid form.

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent's authority to bind the Bidder.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

##### **§ 4.2 Bid Security**

§ 4.2.1 Each Bid shall be accompanied by the following bid security per 004313 – Bid Security Form.

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.

§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning 45 days after the opening of Bids, withdraw its Bid and request the return of its bid security.

##### **§ 4.3 Submission of Bids**

§ 4.3.1 A Bidder shall submit its Bid as indicated below:

§ 4.3.2 Paper copies of the Bid, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address, and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.

§ 4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

#### § 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

§ 4.4.3 After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security will be returned.

### ARTICLE 5 CONSIDERATION OF BIDS

#### § 5.1 Opening of Bids

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

#### § 5.2 Rejection of Bids

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

#### § 5.3 Acceptance of Bid (Award)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

§ 5.3.2 Unless otherwise prohibited by law, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

### ARTICLE 6 POST-BID INFORMATION

#### § 6.1 Contractor's Qualification Statement

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

## **§ 6.2 Owner's Financial Capability**

A Bidder to whom award of a Contract is under consideration may request in writing, fourteen days prior to the expiration of the time for withdrawal of Bids, that the Owner furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. The Owner shall then furnish such reasonable evidence to the Bidder no later than seven days prior to the expiration of the time for withdrawal of Bids. Unless such reasonable evidence is furnished within the allotted time, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

## **§ 6.3 Submittals**

**§ 6.3.1** After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

**§ 6.3.2** The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

**§ 6.3.3** Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

**§ 6.3.4** Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

## **ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND**

### **§ 7.1 Bond Requirements**

**§ 7.1.1** If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

**§ 7.1.2** If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

**§ 7.1.3** The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

**§ 7.1.4** Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.

### **§ 7.2 Time of Delivery and Form of Bonds**

**§ 7.2.1** The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to commence sooner in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

**§ 7.2.2** Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond.

**§ 7.2.3** The bonds shall be dated on or after the date of the Contract.



§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

## ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .3 Specifications

Document	Title
Attachment "A"	Project Manual Enumeration (see Specification Section 005200 A)

- .4 Drawings

Document	Title
Attachment "B"	Drawing List (see Specification Section 005200 B)

- .5 Other documents, if any, listed below:

Document	Title
Attachment "C"	Insurance Requirements (see Specification Section 005200 C)
Attachment "D"	Indemnification (see Specification Section 005200 D)

- .6 Other Exhibits:  
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

☒ Supplementary and other Conditions of the Contract:

- .7 Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 8.

## **SECTION 002213**

### **SUPPLEMENTARY INSTRUCTIONS TO BIDDERS**

All requirements of this Section relate exclusively to AIA. Document A701, "Instructions to Bidders", 2018 Edition, and modify that document only to extent and degree as herein stipulated.

#### **ARTICLE 3 - BIDDING DOCUMENTS**

- 3.3.4 DELETE "No substitutions will be considered after the Contract award unless specifically provided for in the contract documents." and  
INSERT "Substitutions will be considered after Contract has been awarded. See Section 012500 – Substitution Procedures.
- 3.4.3 DELETE this paragraph in its entirety and  
INSERT "No questions will be accepted after 5:00 pm, five (5) days prior to the bid opening date. Addenda may be issued via email up until two (2) days prior to the bid opening date, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids."

#### **ARTICLE 4 – BIDDING PROCEDURES**

- 4.2.1 DELETE this paragraph in its entirety and  
INSERT "A Bid Bond is required with penal sum of five percent (5 %) of Base Bid."

#### **ARTICLE 6 – POST-BID INFORMATION**

- 6.1 DELETE this paragraph in its entirety and  
INSERT "Bidders to whom award of a contract is under consideration shall submit to the Architect, within five (5) days of being notified, a properly executed AIA Document A305-2020 (with Appendices A through D), Contractor's Qualification Statement, unless such a Statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents."

#### **ARTICLE 7 - PERFORMANCE BOND AND PAYMENT BOND**

- 7.1.1 DELETE this paragraph in its entirety and  
INSERT "A Performance Bond and a Payment Bond are both required."

#### **ADDITIONAL LANGUAGE**

1. The Owner reserves the right to make an award, in whole or in part, to the lowest responsible bidder or, on the basis of best value, as determined by the sole discretion of the Owner. In determining the responsibility of a bidder, the Owner may consider the bidder's professionalism, experience, skill, judgment, and integrity. The Owner will use the qualitative criteria noted above as well as quantitative factors in the exercise of its honest judgment and discretion in awarding a bid that provides the best value and is best suited to serve the needs of the Owner.

2. In accordance with section 27 of the Municipal Home Rule Law and pursuant to General Municipal Law § 103, on May 5, 2014, the City Council enacted Chapter 53 “Purchasing” to exercise its authority to adopt standards permitting the City and its bodies, officers, and agents, to apply the “best value” standard for awarding purchase contracts. Best value is defined in New York State Finance Law § 163.
3. All awards shall be made to the lowest responsible bidder. If the lowest bidder is deemed not responsible, facts supporting that judgment shall be documented and filed with the records supporting the procurement.

**END OF SECTION**

**SECTION 003126**  
**ENVIRONMENTAL SURVEY REPORT**

**PART 1 GENERAL**

1.01 EXISTING ENVIRONMENTAL DATA

- A. The Environmental Survey Report for the project is attached following this page for reference.

1.02 RELATED REQUIREMENTS

- A. Section – 012100 – Allowances
- B. Section – 012200 – Unit Prices

**PART 2 PRODUCTS – NOT USED**

**PART 3 EXECUTION – NOT USED**

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**END OF SECTION**



Quality Environmental Solutions & Technologies, Inc.

**PRE-DEMOLITION ENVIRONMENTAL SURVEY REPORT  
FOR  
ASBESTOS-CONTAINING MATERIALS (ACM)  
LEAD-BASED PAINTS (LBP)**

**Prepared for:**

**MITCHELL ASSOCIATES ARCHITECTS, PLLC**  
29 Thacher Park Road  
Voorheesville, NY 12186

**at**

**LEWIS TOMPKINS HOSE, FIRE STATION**  
13 South Avenue  
Beacon, NY 12508

**July 18, 2022**

**QuES&T Project #22-4748**

# QuES&T

Quality Environmental Solutions & Technologies, Inc.

July 18, 2022

Mitchell Associates Architects, PLLC  
29 Thacher Park Road  
Voorheesville, NY 12186

**ATTN: Ken Gale**

Via E-mail: [Ken@Mitchell-Architects.com](mailto:Ken@Mitchell-Architects.com)

Re: Lewis Tompkins Hose Station – 13 South Avenue Beacon, NY 12508  
Pre-Demolition Environmental Survey (Asbestos & Lead)  
QuES&T Project #22-4748

Dear Mr. Gale,

Attached is the Pre-Demolition Environmental Survey Report for Asbestos-containing Materials (ACM) & Lead-Based Paints (LBP) identified throughout areas included within the above-referenced location(s) by **Quality Environmental Solutions & Technologies, Inc. (QuES&T)**. The inspection included visual assessment of the location in question, and representative sampling, as required, in compliance with the requirements of all applicable federal, state, and local regulations.

The attached report summarizes the inspection protocol and inspection results for your review. **QuES&T** believes this report accurately reflects the material condition existing in the functional spaces at the time of our inspection.

Should you wish to discuss this matter further or require additional information concerning this submittal, please contact us at (845) 298-6031. **QuES&T** appreciates the opportunity to assist Mitchell Associates Architects, PLLC in the environmental services area.

Sincerely,



**Rudy Lipinski - LEED® AP**  
Director of Field Operations  
NYS/AHERA Inspector/Project Designer  
Cert. #AH 05-09049



Quality Environmental Solutions & Technologies, Inc.

## **TABLE OF CONTENTS**

<b>EXECUTIVE SUMMARY</b>		<b>Page 1 - 2</b>
<b>1.0 INTRODUCTION</b>		<b>Page 2</b>
<b>2.0 ASBESTOS SURVEY</b>		<b>Page 2 - 4</b>
2.1 Inspection Summary		
2.2 Sample Collection & Analytical Procedures		
2.3 Identified Asbestos-containing Materials (ACM)		
<b>3.0 LEAD-BASED PAINT SURVEY</b>		<b>Page 5 - 6</b>
3.1 Inspection Summary		
3.2 Identified Lead-based Paints (LBP)		
<b>4.0 RECOMMENDATIONS</b>		<b>Page 6 - 7</b>
4.1 Asbestos		
4.2 Lead		
<b>5.0 DISCLAIMERS</b>		<b>Page 7</b>
 <b>Table I</b>	<b>Identified Asbestos-containing Materials (ACM)</b>	<b>Page 4</b>
<b>Table II</b>	<b>Identified Lead-based Paints (LBP)</b>	<b>Page 5</b>
 <b>Appendix A</b>	<b>ACM Location Drawings &amp; Photos</b>	
<b>Appendix B</b>	<b>Asbestos Sample Results &amp; Sample Locations</b>	
<b>Appendix C</b>	<b>Lead Based Paint Photos &amp; XRF Analytical Data</b>	
<b>Appendix D</b>	<b>Laboratory, Company, Personnel Licenses &amp; Certifications</b>	



## EXECUTIVE SUMMARY

Quality Environmental Solutions & Technologies, Inc. (**QuES&T**) was retained by Mitchell Associates Architects, PLLC to conduct a Pre-Demolition Environmental Survey for the presence of Asbestos-containing Materials (ACM) & Lead-based Paints (LBP) in support of demolition of the Lewis Tompkins Hose Station located at 13 South Avenue Beacon, NY 12508.

The survey included a visual inspection/assessment for suspect hazardous material(s), as detailed above, which are likely to be affected by planned demolition/renovations/construction activities. Inspection and sampling were limited to areas/materials slated for demolition/renovation/construction.

The survey was conducted by **QuES&T** personnel on June 17th, 2022. Asbestos & Lead inspections and/or sampling were conducted by NYSDOL Asbestos Inspector(s) Kevin Soltysiak (Cert. # 906603), Jonathan Mages (AH# 18-53364), and Shawn Conklin (AH# 22-05119). The lead survey was conducted by Niton-Certified XRF Technician Kevin Soltysiak utilizing X-Ray Fluorescence Technology (XRF).

## ASBESTOS

Laboratory analysis and/or existing sampling data indicated the following materials as Asbestos-containing Materials (greater than 1% asbestos) (**Refer to Table I & Appendix A for details and locations**)

### Main Floor

- Anti-Sweat Tar
- Floor Tile
- Floor Tile Mastic

### Ground Floor

- Floor Tile
- Stair Tread Adhesive
- Fireplace Flooring

### Exterior

- Built-Up Roof
- Tar
- Caulk

## LEAD

Based on review of the data generated by the Niton XLp-300A XRF Spectrum Analyzer, the following surfaces within the scope of work were identified as lead-based as defined by HUD/EPA (equal to or in excess of 1.0 milligram per square centimeter) (**Refer to Table II & Appendix B for details**):

### Main Floor

- Wall, Cove Base, Vinyl, Dark Brown

### Ground Floor

- Wall, Cove Base, Vinyl, Dark Brown

### Utility Rooms & Bathrooms

- Wall, Tile, Ceramic, Tan

### Bathrooms

- Sink Casing, Ceramic, Tan

It should be noted that several components tested did in fact contain minimal lead-levels below the EPA threshold level of 1.0 mg/sq. cm for classification as Lead-Based Paint (LBP) and are considered lead-containing coatings by the OSHA Regulation, "Lead Exposure in Construction" (29 CFR 1926.62). OSHA does not recognize a minimum limit for lead concentrations in paint for the purposes of disturbance. Monitoring of workers performing demolition/cleaning/disturbance of painted surfaces shall be completed to document personnel occupational exposure. Items containing any amount of lead concentration are considered lead-containing coatings per 29 CFR 1926.62, OSHA Lead Exposure in Construction.

## 1.0 INTRODUCTION:

Quality Environmental Solutions & Technologies, Inc. (**QuES&T**) performed a Pre-Demolition Environmental Survey for the presence of Asbestos-containing Materials (ACM) & Lead-based Paint (LBP) in conformance with the requirements of all applicable federal, state, and local regulations. The survey included a visual inspection/assessment, and representative sampling of suspect hazardous materials, as required, throughout accessible interior and exterior locations to be affected by future demolition of the Lewis Tompkins Hose Station located at 13 South Avenue Beacon, NY 12508.

Certified **QuES&T** personnel, Kevin Soltysiak, Jonathan Mages, and Shawn Conklin conducted field inspection(s) on June 17th, 2022. The inspection scope was established based on verbal confirmation from the site representative at the time of inspection.

**QuES&T** established functional spaces based either on physical barriers (i.e. walls, doors, etc.) or homogeneity of material. Within each functional space identified, a visual inspection was performed using reasonable care and judgment, to identify and assess location, quantity, friability, and/or condition, as applicable, of all accessible installed building materials observed at the affected portion of the building/structure.

Limited localized demolition of building surfaces was performed, as part of this survey, to access concealed surfaces. No disassembly of installed equipment was conducted as part of this inspection. ACM and/or LBP, concealed within structural components and equipment interiors or that is accessible only through extensive mechanical or structural demolition may not have been identified as part of this survey.

Homogenous material types were established based on appearance, color and texture. The findings presented in this report are based upon reasonably available information and observed site conditions at the time the assessment was performed. The findings and conclusions of this report are not meant to be indicative of future conditions at the site and does not warrant against conditions that were not evident from visual observations or historical information obtained from others.

## 2.0 ASBESTOS SURVEY:

### 2.1 INSPECTION SUMMARY

**QuES&T** performed a Pre-Demolition Survey in conformance with Title 12 NYCRR Part 56-5.1, for Mitchell Associates Architects, PLLC in support of the demolition of Lewis Tompkins Hose Station located at 13 South Avenue Beacon, NY 12508. The survey included a visual inspection / assessment for Presumed Asbestos-containing Materials (PACM) and suspect miscellaneous Asbestos-containing Materials (ACM) throughout accessible interior and exterior locations to be affected by future demolition, as detailed above.

Limited localized demolition of building surfaces was performed, as part of this survey, to access concealed surfaces. No disassembly of installed equipment was conducted as part of this inspection. ACM concealed within structural components and equipment interiors or that is accessible only through extensive mechanical or structural demolition may not have been identified as part of this survey. When any construction activity, such as demolition, remodeling, renovation or repair work, reveals PACM or suspect miscellaneous ACM that has not been identified, as part of this survey, all construction activities shall cease in the affected area.

The survey included both visual inspection of accessible spaces and representative sampling of suspect building materials for ACM. Samples collected were analyzed by a laboratory approved under the New York State Department of Health Environmental Laboratory Approval Program (NYSDOH ELAP). Samples were analyzed in the laboratory by Polarized Light Microscopy (PLM), Polarized Light Microscopy-NOB (PLM-NOB) and/or Quantitative Transmission Electron Microscopy (QTEM), as required. Sample collection and laboratory analysis were conducted in compliance with the requirements of Title 12 NYCRR Part 56-5.1, 29 CFR 1926.1101 and standard EPA & OSHA accepted methods. Samples consisting of multiple layers were separated and analyzed independently in the laboratory.

## 2.2 SAMPLE COLLECTION & ANALYTICAL PROCEDURES

Representative bulk sampling was performed on suspect building materials for laboratory analysis using PLM, PLM-NOB, and/or QTEM. The following is a summary of installed building materials sampled:

- Wall Materials – Joint Compound, Sheetrock, Adhesive, Cove Base Molding, Ceramic Tile, Brick, Mortar, Cement, Stucco
- Ceiling Materials – Ceiling Tile, Textured Coating, Joint Compound, Block
- Flooring Materials – Concrete, Floor Tile, Mastic, Ceramic Tile, Grout, Quarry Tile, Stair Tread, Adhesive, Mudset
- Thermal System Insulation Materials (TSI) – Fiberglass Pipe Insulation, Mudded Joint Packing, Insulation
- Roofing Materials – EPDM, Isofoam, Built-Up Roof, Perlite, Tar, Fiberboard, Sheetrock
- Miscellaneous Materials – Anti-Sweat Tar, Caulk, Formica, Vibration Dampener, Firebrick, Mortar, Pin Mastic, Flue Brick

Certified **QuES&T** personnel (Appendix D), Kevin Soltysiak (Cert. # 906603), Jonathan Mages (AH# 18-53364), and Shawn Conklin (AH# 22-05119) performed visual assessments throughout interior and exterior areas. A total of two-hundred sixteen (**216**) samples/layers of installed and accessible suspect building materials were analyzed by a laboratory approved under the NYSDOH ELAP. Seventy-seven (**77**) samples/layers were analyzed using Polarized Light Microscopy (PLM) for friable materials; seventy-eight (**78**) samples/layers were analyzed using Polarized Light Microscopy (PLM-NOB) for non-friable organically bound materials; and sixty-one (**61**) samples/layers were analyzed by Confirmatory-QTEM following negative-determinations using PLM-NOB protocols.

## 2.3 IDENTIFIED ASBESTOS-CONTAINING MATERIALS (ACM)

**TABLE I: IDENTIFIED ACM**  
**Lewis Tompkins Hose Station**  
 13 South Avenue  
 Beacon, NY 12508  
 (Refer to Appendix A for details)

**KEY:** **ACM** = Materials containing greater than 1% of asbestos;  
**LF** = Linear Feet; **SF** = Square Feet; **PACM** = Presumed Asbestos-containing Materials;  
**Friable** = ACM capable of being released into air, and which can be crumbled, pulverized, powdered, crushed or exposed by hand-pressure.

Location	Material	Approximate Quantity	Friable?	Condition
<b>HOSE STATION</b>				
Main Floor, Kitchen Hallway, Underside of Sink	Anti-Sweat Tar	6 SF	No	Good
Ground Floor, throughout, Floor	Floor Tile	3,100 SF	No	Good
Ground Floor, Fireplace	Fireplace Flooring	10 SF	No	Good
Main Floor, throughout, Floor	Floor Tile	2,800 SF	No	Good
Main Floor, Utility Room 1, Floor	Floor Tile Mastic	30 SF	No	Good
Stairwell, on Stairs	Stair Tread Adhesive	120 SF	No	Good
Lower Roof, Third Layer	Built-Up Roof	600 SF	No	Good
Lower Roof, Building Flashing	Tar	100 SF	No	Good
Main Roof, Perimeter, Second Layer	Tar	500 SF	No	Good
All Roofs, Termination Bar	Caulk	535 LF	No	Good
All Roofs, Under Metal Coping	Tar	1,070 SF	No	Good
<b>NOTE(S):</b>				
1. <b>PACM pipe insulation/mudded joint packing may exist within concealed locations (i.e....bathroom wet walls, chases, above hard ceilings, etc...).</b>				

### 3.0 LEAD SURVEY:

#### 3.1 INSPECTION SUMMARY

**QuES&T** conducted a Pre-Demolition Lead Survey, utilizing X-Ray Fluorescence Technology (XRF), throughout interior and exterior areas of the Lewis Tompkins Hose Station located at 13 South Avenue Beacon, NY 12508 in support of demolition of the Fire House. The survey was limited to specific accessible, representative building components & immovable objects, potentially affected by scheduled demolition activities.

Niton-certified XRF Technician(s) Kevin Soltysiak of **QuES&T**, collected a total of forty-four (44) samples (including calibrations) on June 17<sup>th</sup>, 2022.

#### 3.2 IDENTIFIED LEAD-BASED PAINT(S) (LBP)

Based on review of the data generated by the Niton XLp-300A XRF Spectrum Analyzer, the following surfaces tested were identified as lead-based as defined by HUD/EPA (equal to or in excess of 1.0 milligram per square centimeter):

**TABLE II: IDENTIFIED LEAD-BASED PAINT**

**Lewis Tompkins Hose Station**

13 South Avenue

Beacon, NY 12508

**(Refer to Appendix C for details)**

Location	LBP Component	Substrate	Color	LBP Condition	Approximate Quantity
<b>HOSE STATION</b>					
Throughout, Walls	Cove Base	Vinyl	Dark Brown	Fair	750 LF
Throughout, Utility Room & Bathrooms, Wall	Wall Tile	Ceramic	Tan	Fair	1,900 SF
Throughout, Bathrooms	Sink Casing	Ceramic	Tan	Fair	35 SF (7 Sinks)

It should be noted that several components tested did in fact contain minimal lead-levels below the EPA threshold level of 1.0 mg/sq. cm for classification as Lead-Based Paint (LBP) and are considered lead-containing coatings by the OSHA Regulation, "Lead Exposure in Construction" (29 CFR 1926.62). OSHA does not recognize a minimum limit for lead concentrations in paint for the purposes of disturbance. Monitoring of workers performing demolition/cleaning/disturbance of painted surfaces shall be completed to document personnel occupational exposure. Items containing any amount of lead concentration are considered lead-containing coatings per 29 CFR 1926.62, OSHA Lead Exposure in Construction.

## 4.0 RECOMMENDATIONS:

### 4.1 ASBESTOS

All construction personnel as well as individuals who have access to locations where asbestos containing materials (ACM) exists should be informed of its presence and the proper work practices in these areas. Conspicuous labeling of all ACM is suggested to ensure personnel is adequately informed. Personnel should be informed not to rest, lean or store material or equipment on or near these surfaces and not to cut, saw, drill, sand or disturb ACM. All removal, disturbance, and repair of ACM should be performed in compliance with Title 12 NYCRR Part 56 by persons properly trained to handle ACM. Facility custodial and maintenance personnel should receive training commensurate with their work activities; as defined in 29 CFR 1910.1001.

As specified in Title 12 NYCRR Part 56-5.1 (h) and (i), "If the building/structure asbestos survey finds that the portion of the building/structure to be demolished, renovated, remodeled, or have repair work contains ACM, PACM, suspect miscellaneous ACM assumed to be ACM, or asbestos material, which is impacted by the work, the owner or the owner's agent shall conduct, or cause to have conducted, asbestos removal performed by a licensed asbestos abatement contractor in conformance with all standards set forth in this Part. All ACM, PACM, suspect miscellaneous ACM assumed to be ACM, or asbestos material impacted by the demolition, renovation, remodeling or repair project shall be removed as per this Part, prior to access or disturbance by other uncertified trades or personnel. No demolition, renovation, remodeling or repair work shall be commenced by any owner or the owner's agent prior to the completion of the asbestos abatement in accordance with the notification requirements of this Part...All building/structure owners and asbestos abatement contractors on a demolition, renovation, remodeling, or repair project, which includes work covered by this part, shall inform all trades on the work site about PACM, ACM, asbestos material and suspect miscellaneous ACM...Bids may be advertised and contracts awarded for demolition, remodeling, renovation, or repair work, but no work on the current intermediate portion of the project shall commence on the demolition, renovation, remodeling or repair work by any owner or agent prior to completion of all necessary asbestos abatement work for the current intermediate portion of the entire project, in conformance with all standards set forth in this Part."

Prior to conducting demolition or construction work at the building, all ACM affected/impacted by such activities shall be removed utilizing a licensed asbestos abatement contractor and NYSDOL/EPA/NYC certified personnel prior to construction/demolition activities. All work conducted should be in accordance with all legal requirements, including but not limited to U.S. Environmental Protection Agency (EPA) National Emissions Standards for Hazardous Air Pollutants (NESHAP) [40 CFR Part 61], New York State Industrial Code Rule 56 Asbestos Regulations (ICR 56) and Chapter 1 of Title 15 of the Rules of the City of New York Regulations, as applicable. Advance notification of the asbestos project to the USEPA, NYSDOL, and NYCDEP may be required.

All suspect building materials not sampled during this survey should be considered ACM until these materials are sampled and analyzed for ACM in the laboratory. Concealed ACM: In addition to the ACMs identified at the site, there is a possibility that concealed ACM may exist at the subject facility. As such, if any concealed suspect ACM is encountered during future construction related activities, the work should immediately stop. Prior to resuming the work, the suspect ACM should either be 1) Sampled by an appropriately certified asbestos professional and submitted to an Approved NYSDOH ELAP laboratory for asbestos analysis or 2) Presumed to be ACM (PACM) and removed by a licensed asbestos abatement contractor for disposal in accordance with all applicable regulations.

## 4.2 LEAD

In addition to any identified Lead-based Paints (LBP), several components tested did in fact contain minimal lead-levels below the EPA threshold level of 1.0 mg/sq. cm for classification as LBP and are considered lead-containing coatings by the OSHA Regulation, "Lead Exposure in Construction" (29 CFR 1926.62). OSHA does not recognize a minimum limit for lead concentrations in paint for the purposes of disturbance. Monitoring of workers performing demolition/cleaning/disturbance of painted surfaces shall be completed to document personnel occupational exposure. Items containing any amount of lead concentration are considered lead-containing coatings per 29 CFR 1926.62, OSHA Lead Exposure in Construction.

Activities involving the disturbance of LBP in homes, child-occupied facilities, and/or pre-schools built before 1978 must follow the requirements outlined by EPA regulations (40 CFR 745).

In areas where demolition and/or renovations are to occur and lead is present, the demolition debris waste stream should be further analyzed during segregation for compliance with EPA regulations to ensure proper disposal. TCLP testing can be performed prior to waste segregation, but results may not be indicative of the actual waste streams produced during demolition.

## 5.0 DISCLAIMERS

The findings presented in this report are based upon reasonably available information and observed site conditions at the time the assessment was performed. Conditions may have changed since that time and the findings and conclusions of this report are not meant to be indicative of future conditions at the Site. This report does not warrant against conditions that were not evident from visual observations or historical information obtained, or conditions that could only be determined by physical sampling or other intrusive investigation techniques that are outside the proposed scope of work.

It should be noted that the information contained within this report is based solely upon site observations and the results of laboratory analysis for samples collected by **QuES&T**. These observations and results are time dependent, subject to changing site conditions and revisions to Federal, State and Local regulations. **QuES&T** warrants that these findings have been promulgated after being prepared in general accordance with generally accepted practices in the abatement industries. **QuES&T** also recognizes that inspection laboratory data is not usually sufficient to make all abatement and management decisions.

Due to the potential for concealed Asbestos-containing Materials (ACM) or other regulated materials, this report should not be construed to represent all ACM or regulated materials within the site(s). All quantities of ACM or other regulated materials identified, and all dimensions listed within this report are approximate and should be verified On-site.

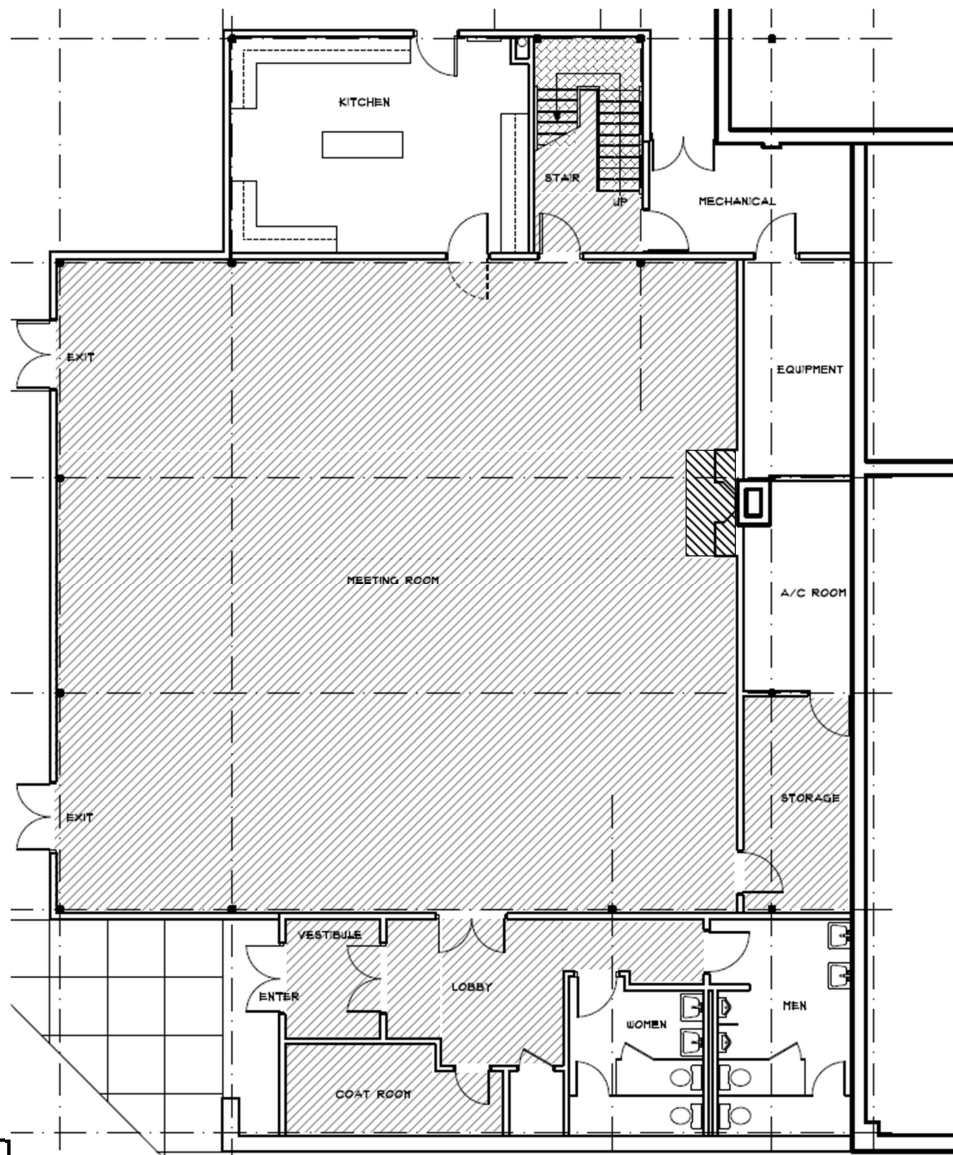
This inspection report is not intended to be used as the sole basis for soliciting pricing for regulated materials abatement. An abatement plan, specification, drawing and/or Variances should be developed to identify scope, timing, phasing and remediation means & methods for any asbestos project. The Linear and/or Square Footages (LF / SF) listed within this Report are only approximates. Abatement Contractor(s) are required to visit the building(s) in order to take actual field measurements within each listed location.






Quality Environmental Solutions & Technologies, Inc.

## **Appendix A: ACM LOCATION DRAWINGS & PICTURES**





ACM LOCATION KEY (Refer to Report for Details)	
	ACM Floor Tile
	ACM Fireplace Flooring
	ACM Stair Tread Adhesive

**\*\*Drawing Not to Scale\*\***

This Drawing is not intended to be used as the sole basis for soliciting pricing for asbestos abatement. An abatement plan, specification, drawing and/or variances should be developed to identify scope, timing, phasing and remediation means & methods for any asbestos project.

<b>Date:</b> 07/18/2022	<b>Version #</b> 1
----------------------------	-----------------------

<b>Issued For:</b> Pre-Demolition Environmental Survey
---

<b>QuES&amp;T Project #:</b> 22-4748
---

<b>Project Manager:</b> RL	<b>Prepared By:</b> JM
----------------------------	------------------------

**QuES&T**

Quality Environmental  
Solutions & Technologies, Inc.  
1376 Route 9  
Wappingers Falls, NY 12590  
Phone: (845) 298- 6031  
Fax: (845) 298-6251

CLIENT

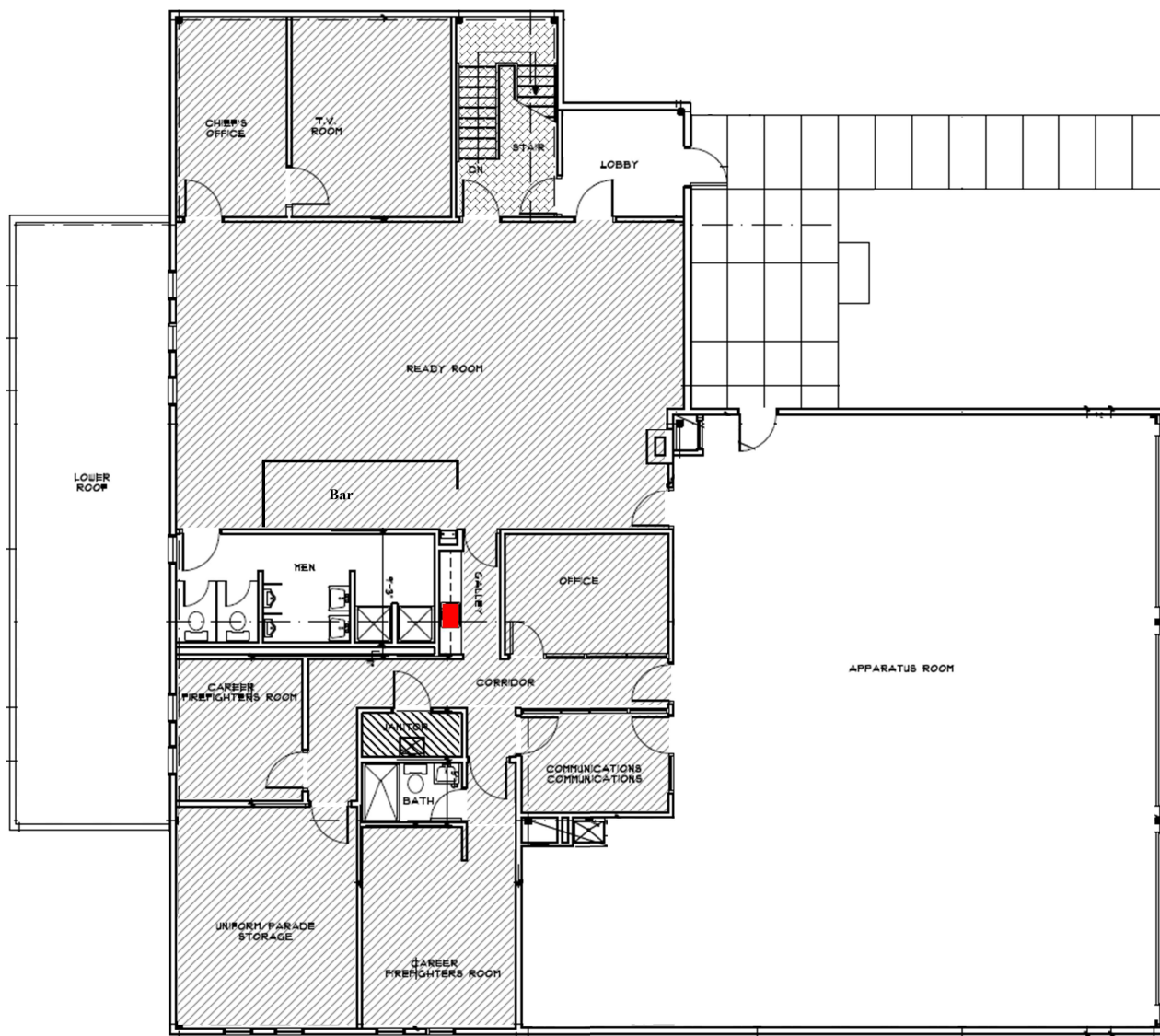
**MITCHELL ASSOCIATES  
ARCHITECTS, PLLC**

PROJECT LOCATION

**13 SOUTH AVENUE  
BEACON, NY 12508,  
LEWIS TOMPKINS HOSE FIRE  
STATION**

**GROUND FLOOR PLAN  
ACM LOCATIONS**

**ASB-01**



ACM LOCATION KEY (Refer to Report for Details)	
	ACM Anti-Sweat Tar
	ACM Floor Tile
	ACM Floor Tile & Mastic
	ACM Stair Tread Adhesive

**\*\*Drawing Not to Scale\*\***

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**Date:**  
07/18/2022

**Version #**  
1

**Issued For:**  
Pre-Demolition Environmental Survey

**QuES&T Project #:**  
22-4748

**Project Manager:** RL

**Prepared By:** JM

**QuES&T**

Quality Environmental  
Solutions & Technologies, Inc.  
1376 Route 9  
Wappingers Falls, NY 12590  
Phone: (845) 298- 6031  
Fax: (845) 298-6251

CLIENT

**MITCHELL ASSOCIATES  
ARCHITECTS, PLLC**





PROJECT LOCATION

**13 SOUTH AVENUE  
BEACON, NY 12508,  
LEWIS TOMPKINS HOSE FIRE  
STATION**

**MAIN/UPPER FLOOR PLAN  
ACM LOCATIONS**

**ASB-02**



ACM LOCATION KEY (Refer to Report for Details)	
	ACM Building Flashing Tar
	ACM Built-Up Roof
	ACM Perimeter Tar
	ACM Termination Bar Caulk & Coping Stone Tar



**\*\*Drawing Not to Scale\*\***

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<b>Date:</b> 07/18/2022	<b>Version #</b> 1
<b>Issued For:</b> Pre-Demolition Environmental Survey	
<b>QuES&amp;T Project #:</b> 22-4748	
<b>Project Manager:</b> RL	<b>Prepared By:</b> NDS

**QuES&T**

Quality Environmental  
Solutions & Technologies, Inc.  
1376 Route 9  
Wappingers Falls, NY 12590  
Phone: (845) 298- 6031  
Fax: (845) 298-6251

CLIENT

**MITCHELL ASSOCIATES  
ARCHITECTS, PLLC.**  
29 THACHER PARK ROAD  
VOORHEESVILLE, NY 12186

PROJECT LOCATION

**LEWIS TOMPKINS HOSE  
FIRE STATION**  
13 SOUTH AVENUE  
BEACON, NY 12508

**ROOF  
ASBESTOS LOCATIONS**

**ASB-03**

# QuES&T

Quality Environmental Solutions & Technologies, Inc.



**ACM Anti-Sweat Tar Under Sink**



# QuES&T

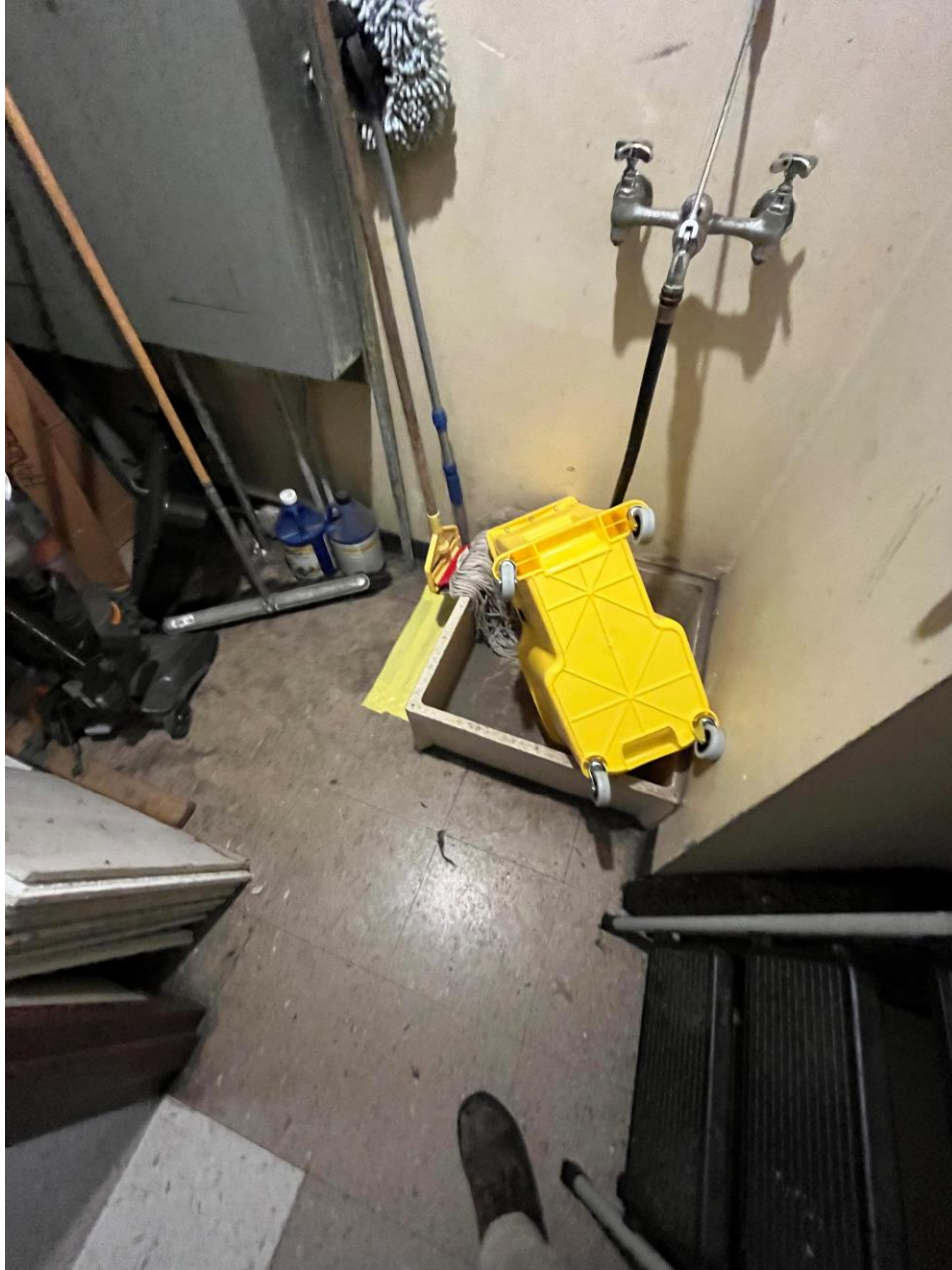
Quality Environmental Solutions & Technologies, Inc.



ACM Floor Tile Throughout Upper Floor

# QuES&T

Quality Environmental Solutions & Technologies, Inc.



ACM Floor Tile & Mastic in Upper Floor Utility Closet



# QuES&T

Quality Environmental Solutions & Technologies, Inc.



ACM Floor Tile Throughout Lower Level

# QuES&T

Quality Environmental Solutions & Technologies, Inc.



ACM Fireplace Flooring



ACM Stair Tread Adhesive



# QuES&T

Quality Environmental Solutions & Technologies, Inc.



ACM Built-Up Roofing Under EPDM Roof of Lower Roof



ACM Building Flashing on Lower Roof



# QuES&T

Quality Environmental Solutions & Technologies, Inc.



Main Roof, ACM Perimeter Flashing

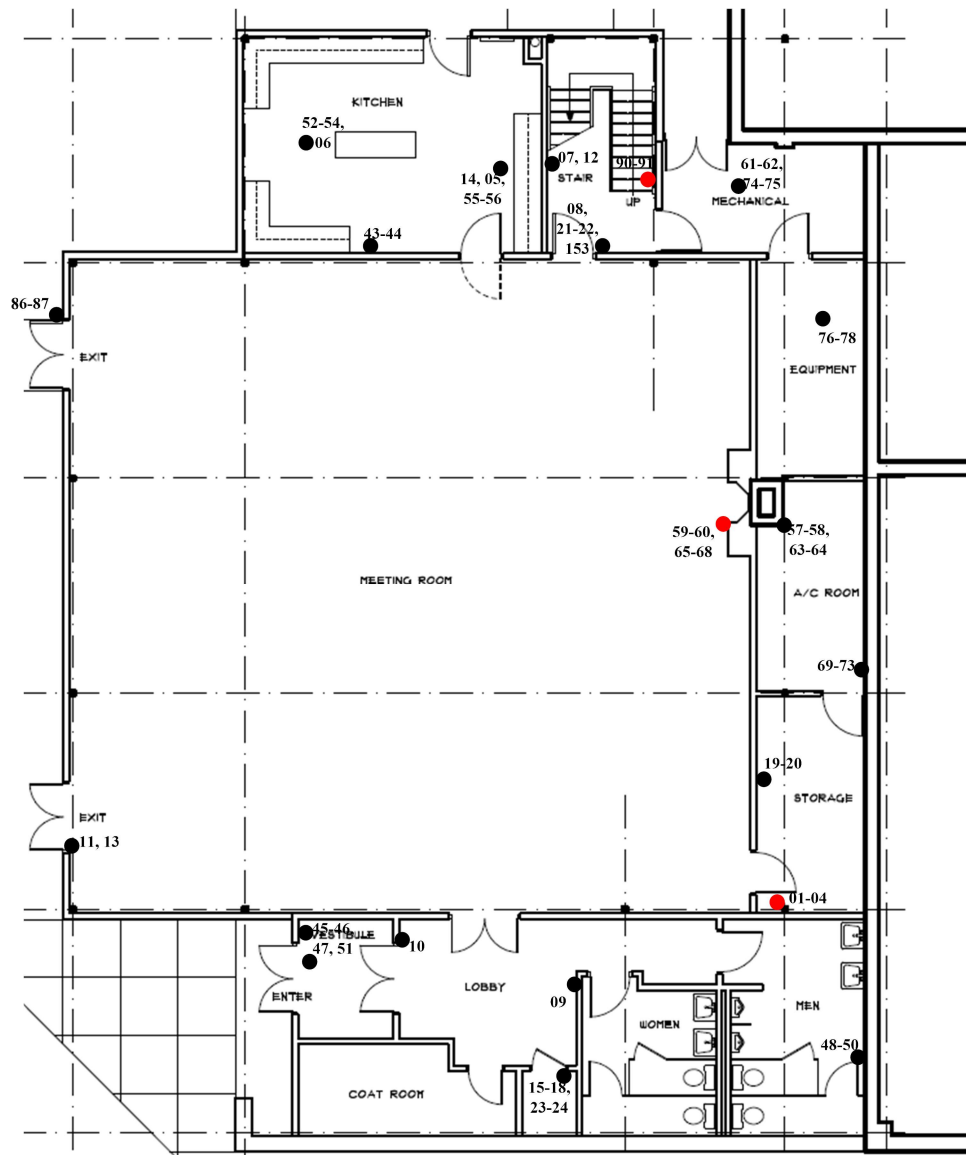


ACM Termination Caulk & Tar Under Coping Throughout



Quality Environmental Solutions & Technologies, Inc.

## **Appendix B: ASBESTOS SAMPLE RESULTS & SAMPLE LOCATIONS**

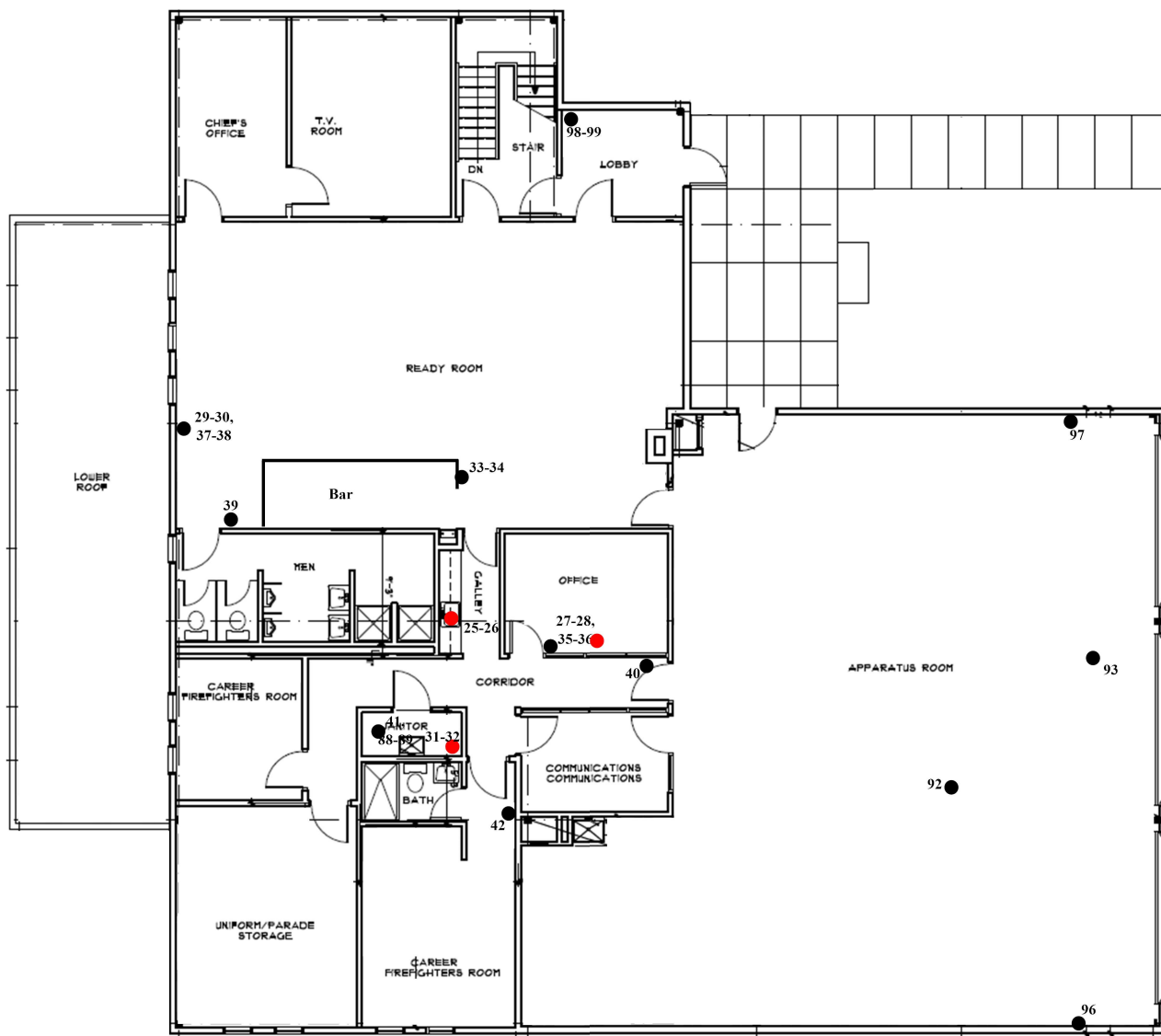


ACM LOCATION KEY (Refer to Report for Details)	
●	Non-ACM Sample Location
●	ACM Sample Location

\*\*Drawing Not to Scale\*\*

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<b>Date:</b> 07/18/2022	<b>Version #</b> 1
<b>Issued For:</b> Pre-Demolition Environmental Survey	
<b>QuES&amp;T Project #:</b> 22-4748	
<b>Project Manager:</b> RL	<b>Prepared By:</b> JM
<p align="center"><b>QuES&amp;T</b></p> <p align="center">Quality Environmental Solutions &amp; Technologies, Inc. 1376 Route 9 Wappingers Falls, NY 12590 Phone: (845) 298- 6031 Fax: (845) 298-6251</p>	
<p>CLIENT</p> <p align="center"><b>MITCHELL ASSOCIATES ARCHITECTS, PLLC</b></p>	
<p>PROJECT LOCATION</p> <p align="center"><b>13 SOUTH AVENUE BEACON, NY 12508, LEWIS TOMPKINS HOSE FIRE STATION</b></p>	
<p align="center"><b>GROUND FLOOR PLAN SAMPLE LOCATIONS</b></p>	
<p align="center"><b>SL-01</b></p>	



ACM LOCATION KEY (Refer to Report for Details)	
●	Non-ACM Sample Location
●	ACM Sample Location

\*\*Drawing Not to Scale\*\*

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<b>Date:</b> 07/18/2022	<b>Version #</b> 1
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<b>Issued For:</b> Pre-Demolition Environmental Survey
---

<b>QuES&amp;T Project #:</b> 22-4748
---

<b>Project Manager:</b> RL	<b>Prepared By:</b> JM
----------------------------	------------------------

**QuES&T**

Quality Environmental  
Solutions & Technologies, Inc.  
1376 Route 9  
Wappingers Falls, NY 12590  
Phone: (845) 298- 6031  
Fax: (845) 298-6251

CLIENT

**MITCHELL ASSOCIATES  
ARCHITECTS, PLLC**

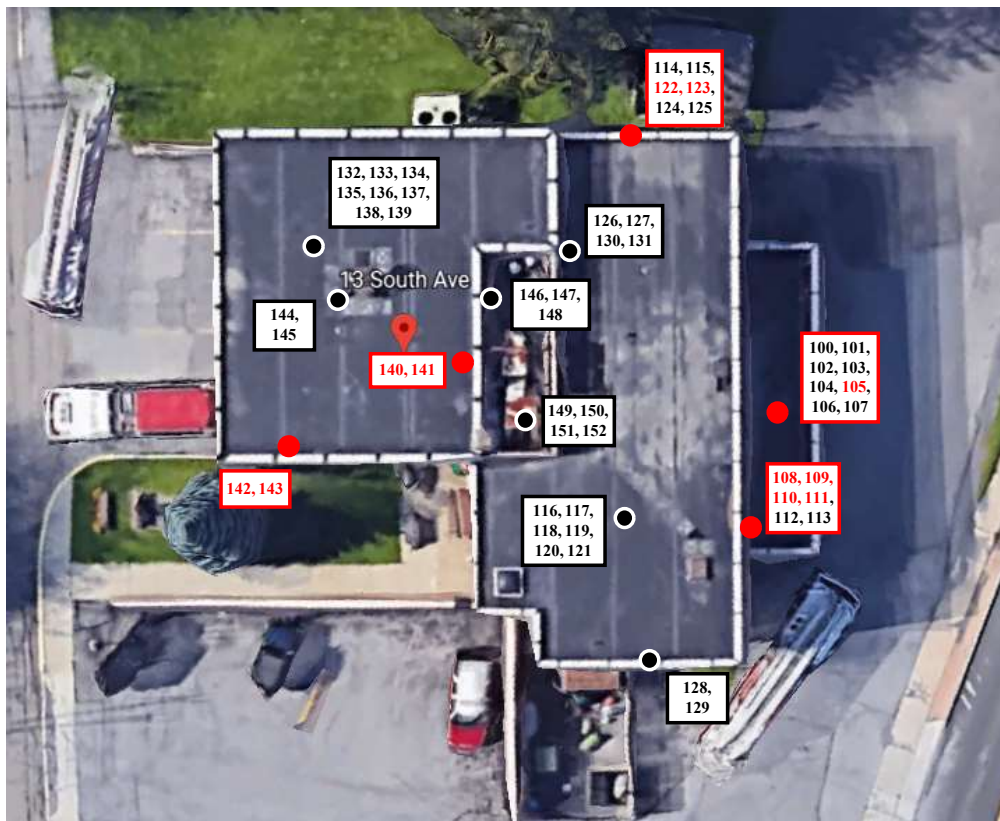
PROJECT LOCATION

**13 SOUTH AVENUE  
BEACON, NY 12508,  
LEWIS TOMPKINS HOSE FIRE  
STATION**

**MAIN/UPPER FLOOR PLAN  
SAMPLE LOCATIONS**

**SL-02**





SAMPLE LOCATION KEY	
●	Sample Location (Non-ACM)
●	Sample Location (ACM)



**\*\*Drawing Not to Scale\*\***

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<b>Date:</b> 07/18/2022	<b>Version #</b> 1
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<b>Issued For:</b> Pre-Demolition Environmental Survey
---

<b>QuES&amp;T Project #:</b> 22-4748
---

<b>Project Manager:</b> RL
----------------------------

<b>Prepared By:</b> NDS
----------------------------

**QuES&T**

Quality Environmental  
Solutions & Technologies, Inc.  
1376 Route 9  
Wappingers Falls, NY 12590  
Phone: (845) 298- 6031  
Fax: (845) 298-6251

CLIENT

**MITCHELL ASSOCIATES  
ARCHITECTS, PLLC.**  
29 THACHER PARK ROAD  
VOORHEESVILLE, NY 12186

PROJECT LOCATION

**LEWIS TOMPKINS HOSE  
FIRE STATION**  
13 SOUTH AVENUE  
BEACON, NY 12508


**ROOF  
SAMPLE LOCATIONS**

**SL-03**



## Bulk Sample Results

RE: CPN 22-4748 - Mitchell Associates Architects, PLLC - Lewis Tompkins Hose Fire  
Station - 13 South Avenue - Beacon, NY

Date Collected : 06/17/2022  
Collected By : J. Mages/S. Conklin/K. Soltysiak  
Date Received : 06/21/2022  
Date Analyzed : 06/27/2022  
Analyzed By : George Htay  
Signature :   
Analytical Method : NYS-DOH 198.1  
NVLAP Lab Code : 101646-0  
NYS Lab No. 10851

Client: QuES&T, Inc.  
1376 Route 9  
Wappingers Falls, NY 12590

Sample ID Number	4748-01	4748-02	4748-07	4748-08
Layer Number				
Lab ID Number	2837009	2837010	2837011	2837012
Sample Location	Ground Floor, Utility Room Floor, Under Tile	Ground Floor, Utility Room Floor, Under Tile	Stairwell, Wall	Stairwell, Wall
Sample Description	Concrete	Concrete	Joint Compound	Joint Compound
Method of Quantification	Scanning Option	Scanning Option	Scanning Option	Scanning Option
Appearance	Layered	No	Yes	Yes
	Homogenous	No	No	No
	Fibrous	No	No	No
	Color	Gray	White/Tan	White/Tan
Sample Treatment	Homogenized	Homogenized	Homogenized	Homogenized
Asbestos	% Amosite	ND	ND	ND
Content	% Chrysotile	ND	ND	ND
	% Other	ND	ND	ND
	% Total Asbestos	ND	ND	ND
Other Fibrous	% Fibrous Glass	ND	ND	ND
Materials	% Cellulose	ND	ND	ND
Present	% Other	ND	ND	ND
	% Unidentified	ND	ND	ND
Non-Fibrous	% Silicates	15.0	25.0	30.0
Materials	% Carbonates	35.0	35.0	35.0
Present	% Other	ND	ND	ND
	% Unidentified	50.0	40.0	35.0

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. ND = Not Detected. Reporting Limit is <1%.


Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.

These Results Can Not Be Used To Claim That NOB Items Tested Are Non-Asbestos Containing. Overall Lab Accuracy  $\pm$  17%. Samples received in acceptable condition unless otherwise noted.

AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

**Bulk Sample Results**

RE: CPN 22-4748 - Mitchell Associates Architects, PLLC - Lewis Tompkins Hose Fire  
Station - 13 South Avenue - Beacon, NY

Date Collected : 06/17/2022  
Collected By : J. Mages/S. Conklin/K. Soltysiak  
Date Received : 06/21/2022  
Date Analyzed : 06/27/2022  
Analyzed By : George Htay  
Signature :   
Analytical Method : NYS-DOH 198.1  
NVLAP Lab Code : 101646-0  
NYS Lab No. 10851

Client: QuES&T, Inc.  
1376 Route 9  
Wappingers Falls, NY 12590

Sample ID Number	4748-09	4748-10	4748-11	4748-12
Layer Number				
Lab ID Number	2837013	2837014	2837015	2837016
Sample Location	Ground Floor, Main Lobby, Wall	Ground Floor, Main Lobby, Wall	Ground Floor, Main Lobby, Wall	Ground Floor, Stairwell, Wall
Sample Description	Joint Compound	Joint Compound	Joint Compound	Sheetrock
Method of Quantification	Scanning Option	Scanning Option	Scanning Option	Scanning Option
Appearance	Layered	Yes	Yes	Yes
	Homogenous	No	No	No
	Fibrous	No	No	Yes
	Color	White/Gray	White/Gray	Gray/Brown
Sample Treatment	Homogenized	Homogenized	Homogenized	Homogenized
Asbestos	% Amosite	ND	ND	ND
Content	% Chrysotile	ND	ND	ND
	% Other	ND	ND	ND
	% Total Asbestos	ND	ND	ND
Other Fibrous	% Fibrous Glass	ND	ND	5.0
Materials	% Cellulose	ND	ND	15.0
Present	% Other	ND	ND	ND
	% Unidentified	ND	ND	ND
Non-Fibrous	% Silicates	30.0	25.0	30.0
Materials	% Carbonates	35.0	35.0	30.0
Present	% Other	ND	ND	ND
	% Unidentified	35.0	40.0	30.0


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## Bulk Sample Results

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Station - 13 South Avenue - Beacon, NY

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Date Analyzed : 06/27/2022  
Analyzed By : George Htay  
Signature :   
Analytical Method : NYS-DOH 198.1  
NVLAP Lab Code : 101646-0  
NYS Lab No. 10851

Client: QuES&T, Inc.  
1376 Route 9  
Wappingers Falls, NY 12590

Sample ID Number	4748-13	4748-14	4748-15	4748-15
Layer Number			1	2
Lab ID Number	2837017	2837018	2837019	2837019
Sample Location	Stairwell, Wall	Ground Floor, Kitchen, Fiberglass	Ground Floor, Utility Closet, On Sheetrock Wall	Ground Floor, Utility Closet, On Sheetrock Wall
Sample Description	Sheetrock	Pipe Insulation (Confirmatory)	Ceramic Wall Tile, Grout, Adhesive (Tile Layer)	Ceramic Wall Tile, Grout, Adhesive (Grout Layer)
Method of Quantification	Scanning Option	Scanning Option	Scanning Option	Scanning Option
Appearance	Layered	Yes	Yes	No
	Homogenous	No	No	Yes
	Fibrous	Yes	No	No
	Color	Gray/Brown	White/Tan	White
Sample Treatment	Homogenized	Homogenized	Homogenized	None
Asbestos	% Amosite	ND	ND	ND
Content	% Chrysotile	ND	ND	ND
	% Other	ND	ND	ND
	% Total Asbestos	ND	ND	ND
Other Fibrous	% Fibrous Glass	5.0	ND	ND
Materials	% Cellulose	15.0	ND	ND
Present	% Other	ND	ND	ND
	% Unidentified	ND	ND	ND
Non-Fibrous	% Silicates	15.0	40.0	15.0
Materials	% Carbonates	30.0	ND	30.0
Present	% Other	ND	ND	ND
	% Unidentified	35.0	60.0	55.0

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RE: CPN 22-4748 - Mitchell Associates Architects, PLLC - Lewis Tompkins Hose Fire  
Station - 13 South Avenue - Beacon, NY

Date Collected : 06/17/2022  
Collected By : J. Mages/S. Conklin/K. Soltysiak  
Date Received : 06/21/2022  
Date Analyzed : 06/27/2022  
Analyzed By : George Htay  
Signature :   
Analytical Method : NYS-DOH 198.1  
NVLAP Lab Code : 101646-0  
NYS Lab No. 10851

Client: QuES&T, Inc.  
1376 Route 9  
Wappingers Falls, NY 12590

Sample ID Number	4748-16	4748-16	4748-21	4748-22
Layer Number	1	2		
Lab ID Number	2837020	2837020	2837021	2837022
Sample Location	Ground Floor, Utility Closet, On Sheetrock Wall	Ground Floor, Utility Closet, On Sheetrock Wall	Ground Floor, Stairwell, Ceiling	Ground Floor, Utility Room, Floor
Sample Description	Ceramic Wall Tile, Grout, Adhesive (Tile Layer)	Ceramic Wall Tile, Grout, Adhesive (Grout Layer)	Textured Coat	Textured Coat
Method of Quantification	Scanning Option	Scanning Option	Scanning Option	Scanning Option
Appearance	Layered	Yes	No	Yes
	Homogenous	No	Yes	No
	Fibrous	No	No	No
	Color	White/Tan	White	White
Sample Treatment	Homogenized	None	Homogenized	Homogenized
Asbestos	% Amosite	ND	ND	ND
Content	% Chrysotile	ND	ND	ND
	% Other	ND	ND	ND
	% Total Asbestos	ND	ND	ND
Other Fibrous	% Fibrous Glass	ND	ND	ND
Materials	% Cellulose	ND	ND	ND
Present	% Other	ND	ND	ND
	% Unidentified	ND	ND	ND
Non-Fibrous	% Silicates	40.0	15.0	10.0
Materials	% Carbonates	ND	35.0	40.0
Present	% Other	ND	ND	ND
	% Unidentified	60.0	50.0	50.0

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AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

**Bulk Sample Results**

RE: CPN 22-4748 - Mitchell Associates Architects, PLLC - Lewis Tompkins Hose Fire  
Station - 13 South Avenue - Beacon, NY

Date Collected : 06/17/2022  
Collected By : J. Mages/S. Conklin/K. Soltysiak  
Date Received : 06/21/2022  
Date Analyzed : 06/27/2022  
Analyzed By : George Htay  
Signature :   
Analytical Method : NYS-DOH 198.1  
NVLAP Lab Code : 101646-0  
NYS Lab No. 10851

Client: QuES&T, Inc.  
1376 Route 9  
Wappingers Falls, NY 12590

Sample ID Number	4748-23	4748-23	4748-24	4748-24
Layer Number	1	2	1	2
Lab ID Number	2837023	2837023	2837024	2837024
Sample Location	Ground Floor, Utility Room, Floor	Ground Floor, Utility Room, Floor	Ground Floor, Utility Room, Floor	Ground Floor, Utility Room, Floor
Sample Description	Ceramic Floor Tile & Grout (Tile Layer)	Ceramic Floor Tile & Grout (Grout Layer)	Ceramic Floor Tile & Grout (Tile Layer)	Ceramic Floor Tile & Grout (Grout Layer)
Method of Quantification	Scanning Option	Scanning Option	Scanning Option	Scanning Option
Appearance	Layered	No	No	No
	Homogenous	Yes	Yes	Yes
	Fibrous	No	No	No
	Color	Brown/White	Gray/Brown	Gray/Brown
Sample Treatment	None	None	None	None
Asbestos	% Amosite	ND	ND	ND
Content	% Chrysotile	ND	ND	ND
	% Other	ND	ND	ND
	% Total Asbestos	ND	ND	ND
Other Fibrous	% Fibrous Glass	ND	ND	ND
Materials	% Cellulose	ND	ND	ND
Present	% Other	ND	ND	ND
	% Unidentified	ND	ND	ND
Non-Fibrous	% Silicates	40.0	25.0	40.0
Materials	% Carbonates	ND	30.0	ND
Present	% Other	ND	ND	ND
	% Unidentified	60.0	45.0	60.0
			50.0	50.0

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AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

**Bulk Sample Results**

RE: CPN 22-4748 - Mitchell Associates Architects, PLLC - Lewis Tompkins Hose Fire  
Station - 13 South Avenue - Beacon, NY

Date Collected : 06/17/2022  
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Date Received : 06/21/2022  
Date Analyzed : 06/27/2022  
Analyzed By : George Htay  
Signature :   
Analytical Method : NYS-DOH 198.1  
NVLAP Lab Code : 101646-0  
NYS Lab No. 10851

Client: QuES&T, Inc.  
1376 Route 9  
Wappingers Falls, NY 12590

Sample ID Number	4748-33	4748-33	4748-34	4748-34
Layer Number	1	2	1	2
Lab ID Number	2837025	2837025	2837026	2837026
Sample Location	Main Floor, Bar	Main Floor, Bar	Main Floor, Bar	Main Floor, Bar

Sample Description	Brick & Mortar (Brick Layer)	Brick & Mortar (Mortar Layer)	Brick & Mortar (Brick Layer)	Brick & Mortar (Mortar Layer)
--------------------	---------------------------------	----------------------------------	---------------------------------	----------------------------------

Method of Quantification	Scanning Option	Scanning Option	Scanning Option	Scanning Option
Appearance Layered	No	No	No	No
Homogenous	No	No	No	No
Fibrous	No	No	No	No
Color	Red	Gray	Red	Gray

Sample Treatment	Homogenized	Homogenized	Homogenized	Homogenized
Asbestos % Amosite	ND	ND	ND	ND
Content % Chrysotile	ND	ND	ND	ND
% Other	ND	ND	ND	ND
% Total Asbestos	ND	ND	ND	ND
Other Fibrous % Fibrous Glass	ND	ND	ND	ND
Materials % Cellulose	ND	ND	ND	ND
Present % Other	ND	ND	ND	ND
% Unidentified	ND	ND	ND	ND
Non-Fibrous % Silicates	25.0	25.0	25.0	25.0
Materials % Carbonates	ND	30.0	ND	25.0
Present % Other	ND	ND	ND	ND
% Unidentified	75.0	45.0	75.0	50.0

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AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

**Bulk Sample Results**

RE: CPN 22-4748 - Mitchell Associates Architects, PLLC - Lewis Tompkins Hose Fire  
Station - 13 South Avenue - Beacon, NY

Date Collected : 06/17/2022  
Collected By : J. Mages/S. Conklin/K. Soltysiak  
Date Received : 06/21/2022  
Date Analyzed : 06/27/2022  
Analyzed By : George Htay  
Signature :   
Analytical Method : NYS-DOH 198.1  
NVLAP Lab Code : 101646-0  
NYS Lab No. 10851

Client: QuES&T, Inc.  
1376 Route 9  
Wappingers Falls, NY 12590

Sample ID Number	4748-39	4748-40	4748-41	4748-42
Layer Number				
Lab ID Number	2837027	2837028	2837029	2837030
Sample Location	Main Floor, Above Suspended Ceiling, Next to Bar, Ceiling	Main Floor, Above Suspended Ceiling, Next to Truck Bay Doors, Ceiling	Main Floor, Custodial Room, Ceiling	Main Floor, Above Suspended Ceiling, Between Officer's Room and EMS Room, Ceiling
Sample Description	Joint Compound	Joint Compound	Joint Compound	Joint Compound

Method of Quantification	Scanning Option	Scanning Option	Scanning Option	Scanning Option
Appearance Layered	Yes	Yes	Yes	Yes
Homogenous	No	No	No	No
Fibrous	No	No	No	No
Color	White/Gray	White/Gray	White/Gray	White/Gray

Sample Treatment	Homogenized	Homogenized	Homogenized	Homogenized
Asbestos				
Content % Amosite	ND	ND	ND	ND
% Chrysotile	ND	ND	ND	ND
% Other	ND	ND	ND	ND
% Total Asbestos	ND	ND	ND	ND
Other Fibrous				
Materials % Fibrous Glass	ND	ND	ND	ND
% Cellulose	ND	ND	ND	ND
Present % Other	ND	ND	ND	ND
% Unidentified	ND	ND	ND	ND
Non-Fibrous				
Materials % Silicates	30.0	30.0	30.0	25.0
% Carbonates	35.0	30.0	35.0	35.0
Present % Other	ND	ND	ND	ND
% Unidentified	35.0	40.0	35.0	40.0

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. ND = Not Detected. Reporting Limit is <1%.

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AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936



**Bulk Sample Results**

RE: CPN 22-4748 - Mitchell Associates Architects, PLLC - Lewis Tompkins Hose Fire  
Station - 13 South Avenue - Beacon, NY

Date Collected : 06/17/2022  
Collected By : J. Mages/S. Conklin/K. Soltysiak  
Date Received : 06/21/2022  
Date Analyzed : 06/27/2022  
Analyzed By : George Htay  
Signature :   
Analytical Method : NYS-DOH 198.1  
NVLAP Lab Code : 101646-0  
NYS Lab No. 10851

Client: QuES&T, Inc.  
1376 Route 9  
Wappingers Falls, NY 12590

Sample ID Number	4748-43	4748-43	4748-43	4748-44
Layer Number	1	2	3	1
Lab ID Number	2837031	2837031	2837031	2837032
Sample Location	Ground Floor, Kitchen, Floor	Ground Floor, Kitchen, Floor	Ground Floor, Kitchen, Floor	Ground Floor, Kitchen, Floor
Sample Description	Quarry Tile, Grout, Mud Layer (Tile Layer)	Quarry Tile, Grout, Mud Layer (Grout Layer)	Quarry Tile, Grout, Mud Layer (Mud Layer)	Quarry Tile, Grout, Mud Layer (Tile Layer)
Method of Quantification	Scanning Option	Scanning Option	Scanning Option	Scanning Option
Appearance	Layered	No	No	No
	Homogenous	Yes	No	Yes
	Fibrous	No	No	No
	Color	Red	Gray/Brown	Red
Sample Treatment	None	None	Homogenized	None
Asbestos	% Amosite	ND	ND	ND
Content	% Chrysotile	ND	ND	ND
	% Other	ND	ND	ND
	% Total Asbestos	ND	ND	ND
Other Fibrous	% Fibrous Glass	ND	ND	ND
Materials	% Cellulose	ND	ND	ND
Present	% Other	ND	ND	ND
	% Unidentified	ND	ND	ND
Non-Fibrous	% Silicates	40.0	20.0	40.0
Materials	% Carbonates	ND	30.0	ND
Present	% Other	ND	ND	ND
	% Unidentified	60.0	50.0	60.0

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## Bulk Sample Results

RE: CPN 22-4748 - Mitchell Associates Architects, PLLC - Lewis Tompkins Hose Fire  
Station - 13 South Avenue - Beacon, NY

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Collected By : J. Mages/S. Conklin/K. Soltysiak  
Date Received : 06/21/2022  
Date Analyzed : 06/27/2022  
Analyzed By : George Htay  
Signature :   
Analytical Method : NYS-DOH 198.1  
NVLAP Lab Code : 101646-0  
NYS Lab No. 10851

Client: QuES&T, Inc.  
1376 Route 9  
Wappingers Falls, NY 12590


Sample ID Number	4748-44	4748-44	4748-48	4748-49
Layer Number	2	3		
Lab ID Number	2837032	2837032	2837033	2837034
Sample Location	Ground Floor, Kitchen, Floor	Ground Floor, Kitchen, Floor	Ground Floor, Men's Room in Wall Riser, On Metal Pipe Fitting	Ground Floor, Men's Room in Wall Riser, On Metal Pipe Fitting
Sample Description	Quarry Tile, Grout, Mud Layer (Grout Layer)	Quarry Tile, Grout, Mud Layer (Mud Layer)	Mudded Joint Packing	Mudded Joint Packing
Method of Quantification	Scanning Option	Scanning Option	Scanning Option	Scanning Option
Appearance	Layered	No	Yes	Yes
	Homogenous	Yes	No	No
	Fibrous	No	Yes	Yes
	Color	Gray/Brown	Gray/Brown	Gray/Brown
Sample Treatment	None	Homogenized	Homogenized	Homogenized
Asbestos	% Amosite	ND	ND	ND
Content	% Chrysotile	ND	ND	ND
	% Other	ND	ND	ND
	% Total Asbestos	ND	ND	ND
Other Fibrous	% Fibrous Glass	ND	25.0	25.0
Materials	% Cellulose	ND	5.0	5.0
Present	% Other	ND	ND	ND
	% Unidentified	ND	ND	ND
Non-Fibrous	% Silicates	15.0	10.0	10.0
Materials	% Carbonates	30.0	25.0	25.0
Present	% Other	ND	ND	ND
	% Unidentified	55.0	35.0	35.0

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## Bulk Sample Results

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Station - 13 South Avenue - Beacon, NY

Date Collected : 06/17/2022  
Collected By : J. Mages/S. Conklin/K. Soltysiak  
Date Received : 06/21/2022  
Date Analyzed : 06/27/2022  
Analyzed By : George Htay  
Signature :   
Analytical Method : NYS-DOH 198.1  
NVLAP Lab Code : 101646-0  
NYS Lab No. 10851

Client: QuES&T, Inc.  
1376 Route 9  
Wappingers Falls, NY 12590

Sample ID Number	4748-50	4748-52	4748-53	4748-54
Layer Number				
Lab ID Number	2837035	2837036	2837037	2837038
Sample Location	Ground Floor, Men's Room in Wall Riser, On Metal Pipe Fitting	Ground Floor, Kitchen, Above Suspended Ceiling, On On Hood Exhaust	Ground Floor, Kitchen, Above Suspended Ceiling, On On Hood Exhaust	Ground Floor, Kitchen, Above Suspended Ceiling, On On Hood Exhaust
Sample Description	Muddled Joint Packing	Insulation	Insulation	Insulation
Method of Quantification	Scanning Option	Scanning Option	Scanning Option	Scanning Option
Appearance	Layered Homogenous Fibrous Color	Yes No Yes Gray/Brown	Yes No Yes Gray/White	Yes No Yes Gray/White
Sample Treatment	Homogenized	Homogenized	Homogenized	Homogenized
Asbestos Content	% Amosite % Chrysotile % Other % Total Asbestos	ND ND ND ND	ND ND ND ND	ND ND ND ND
Other Fibrous Materials Present	% Fibrous Glass % Cellulose % Other % Unidentified	20.0 5.0 ND ND	30.0 ND ND ND	30.0 ND ND ND
Non-Fibrous Materials Present	% Silicates % Carbonates % Other % Unidentified	10.0 25.0 ND 40.0	10.0 25.0 ND 35.0	10.0 25.0 ND 35.0

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**Bulk Sample Results**

RE: CPN 22-4748 - Mitchell Associates Architects, PLLC - Lewis Tompkins Hose Fire  
Station - 13 South Avenue - Beacon, NY

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Collected By : J. Mages/S. Conklin/K. Soltysiak  
Date Received : 06/21/2022  
Date Analyzed : 06/27/2022  
Analyzed By : George Htay  
Signature :   
Analytical Method : NYS-DOH 198.1  
NVLAP Lab Code : 101646-0  
NYS Lab No. 10851

Client: QuES&T, Inc.  
1376 Route 9  
Wappingers Falls, NY 12590

Sample ID Number	4748-57	4748-57	4748-58	4748-58
Layer Number	1	2	1	2
Lab ID Number	2837039	2837039	2837040	2837040
Sample Location	Ground Floor, Air Handler Room, Chimney	Ground Floor, Air Handler Room, Chimney	Ground Floor, Air Handler Room, Chimney	Ground Floor, Air Handler Room, Chimney
Sample Description	Block and Mortar (Block Layer)	Block and Mortar (Mortar Layer)	Block and Mortar (Block Layer)	Block and Mortar (Mortar Layer)
Method of Quantification	Scanning Option	Scanning Option	Scanning Option	Scanning Option
Appearance	Layered	No	No	No
	Homogenous	No	No	Yes
	Fibrous	No	No	No
	Color	Gray	Gray/Brown	Gray/Brown
Sample Treatment	Homogenized	None	Homogenized	None
Asbestos	% Amosite	ND	ND	ND
Content	% Chrysotile	ND	ND	ND
	% Other	ND	ND	ND
	% Total Asbestos	ND	ND	ND
Other Fibrous	% Fibrous Glass	ND	ND	ND
Materials	% Cellulose	ND	ND	ND
Present	% Other	ND	ND	ND
	% Unidentified	ND	ND	ND
Non-Fibrous	% Silicates	15.0	15.0	30.0
Materials	% Carbonates	35.0	35.0	30.0
Present	% Other	ND	ND	ND
	% Unidentified	50.0	40.0	40.0

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## Bulk Sample Results

RE: CPN 22-4748 - Mitchell Associates Architects, PLLC - Lewis Tompkins Hose Fire  
Station - 13 South Avenue - Beacon, NY

Date Collected : 06/17/2022  
Collected By : J. Mages/S. Conklin/K. Soltysiak  
Date Received : 06/21/2022  
Date Analyzed : 06/27/2022  
Analyzed By : George Htay  
Signature :   
Analytical Method : NYS-DOH 198.1  
NVLAP Lab Code : 101646-0  
NYS Lab No. 10851

Client: QuES&T, Inc.  
1376 Route 9  
Wappingers Falls, NY 12590

Sample ID Number	4748-59	4748-59	4748-60	4748-60
Layer Number	1	2	1	2
Lab ID Number	2837041	2837041	2837042	2837042
Sample Location	Ground Floor, Memorial Hall, Chimney/Fireplace	Ground Floor, Memorial Hall, Chimney/Fireplace	Ground Floor, Memorial Hall, Chimney/Fireplace	Ground Floor, Memorial Hall, Chimney/Fireplace
Sample Description	Brick and Mortar (Brick Layer)	Brick and Mortar (Mortar Layer)	Brick and Mortar (Brick Layer)	Brick and Mortar (Mortar Layer)
Method of Quantification	Scanning Option	Scanning Option	Scanning Option	Scanning Option
Appearance Layered	No	No	No	No
Homogenous	No	Yes	No	Yes
Fibrous	No	No	No	No
Color	Rust/Red	Gray	Rust/Red	Gray
Sample Treatment	Homogenized	None	Homogenized	None
Asbestos Content	% Amosite ND	ND	ND	ND
	% Chrysotile ND	ND	ND	ND
	% Other ND	ND	ND	ND
	% Total Asbestos ND	ND	ND	ND
Other Fibrous Materials Present	% Fibrous Glass ND	ND	ND	ND
	% Cellulose ND	ND	ND	ND
	% Other ND	ND	ND	ND
	% Unidentified ND	ND	ND	ND
Non-Fibrous Materials Present	% Silicates 30.0	25.0	30.0	25.0
	% Carbonates ND	30.0	ND	30.0
	% Other ND	ND	ND	ND
	% Unidentified 70.0	45.0	70.0	45.0

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**Bulk Sample Results**

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Station - 13 South Avenue - Beacon, NY

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Collected By : J. Mages/S. Conklin/K. Soltysiak  
Date Received : 06/21/2022  
Date Analyzed : 06/27/2022  
Analyzed By : George Htay  
Signature :   
Analytical Method : NYS-DOH 198.1  
NVLAP Lab Code : 101646-0  
NYS Lab No. 10851

Client: QuES&T, Inc.  
1376 Route 9  
Wappingers Falls, NY 12590


Sample ID Number	4748-61	4748-62	4748-67	4748-67
Layer Number			1	2
Lab ID Number	2837043	2837044	2837045	2837045
Sample Location	Ground Floor, Electrical Room, On HVAC Metal Ducts, Fiberglass	Ground Floor, Electrical Room, On HVAC Metal Ducts, Fiberglass	Ground Floor, Memorial Hall, In Fireplace	Ground Floor, Memorial Hall, In Fireplace
Sample Description	Insulation	Insulation	Firebrick and Mortar (Brick Layer)	Firebrick and Mortar (Mortar Layer)
Method of Quantification	Scanning Option	Scanning Option	Scanning Option	Scanning Option
Appearance	Layered	Yes	No	No
	Homogenous	No	No	Yes
	Fibrous	Yes	No	No
	Color	Brown/White/Silver	Yellow	Gray
Sample Treatment	Homogenized	Homogenized	Homogenized	None
Asbestos	% Amosite	ND	ND	ND
Content	% Chrysotile	ND	ND	ND
	% Other	ND	ND	ND
	% Total Asbestos	ND	ND	ND
Other Fibrous	% Fibrous Glass	40.0	ND	ND
Materials	% Cellulose	15.0	ND	ND
Present	% Other	ND	ND	ND
	% Unidentified	ND	ND	ND
Non-Fibrous	% Silicates	10.0	35.0	25.0
Materials	% Carbonates	ND	ND	30.0
Present	% Other	ND	ND	ND
	% Unidentified	35.0	65.0	45.0

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## Bulk Sample Results

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Date Received : 06/21/2022  
Date Analyzed : 06/27/2022  
Analyzed By : George Htay  
Signature :   
Analytical Method : NYS-DOH 198.1  
NVLAP Lab Code : 101646-0  
NYS Lab No. 10851

Client: QuES&T, Inc.  
1376 Route 9  
Wappingers Falls, NY 12590

Sample ID Number	4748-68	4748-68	4748-69	4748-70
Layer Number	1	2		
Lab ID Number	2837046	2837046	2837047	2837048
Sample Location	Ground Floor, Memorial Hall, In Fireplace	Ground Floor, Memorial Hall, In Fireplace	Ground Floor, HVAC Room, In Poured Wall Foundation	Ground Floor, HVAC Room, In Poured Wall Foundation
Sample Description	Firebrick and Mortar (Brick Layer)	Firebrick and Mortar (Mortar Layer)	Cement	Cement
Method of Quantification	Scanning Option	Scanning Option	Scanning Option	Scanning Option
Appearance	Layered	No	No	Yes
	Homogenous	No	No	No
	Fibrous	No	No	No
	Color	Yellow	Gray	Gray/Tan
Sample Treatment	Homogenized	None	Homogenized	Homogenized
Asbestos	% Amosite	ND	ND	ND
Content	% Chrysotile	ND	ND	ND
	% Other	ND	ND	ND
	% Total Asbestos	ND	ND	ND
Other Fibrous	% Fibrous Glass	ND	ND	ND
Materials	% Cellulose	ND	ND	ND
Present	% Other	ND	ND	ND
	% Unidentified	ND	ND	ND
Non-Fibrous	% Silicates	35.0	15.0	15.0
Materials	% Carbonates	ND	35.0	35.0
Present	% Other	ND	ND	ND
	% Unidentified	65.0	50.0	50.0

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Station - 13 South Avenue - Beacon, NY

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Date Received : 06/21/2022  
Date Analyzed : 06/27/2022  
Analyzed By : George Htay  
Signature :   
Analytical Method : NYS-DOH 198.1  
NVLAP Lab Code : 101646-0  
NYS Lab No. 10851

Client: QuES&T, Inc.  
1376 Route 9  
Wappingers Falls, NY 12590

Sample ID Number	4748-71	4748-72	4748-73	4748-76
Layer Number				
Lab ID Number	2837049	2837050	2837051	2837052
Sample Location	Ground Floor, Air Handler Room, On Metal Pipe	Ground Floor, Air Handler Room, On Metal Pipe	Ground Floor, Air Handler Room, On Metal Pipe	Ground Floor, Boiler Room, Around Metal HVAC Pipe, Fiberglass Insulation
Sample Description	Insulation (Black)	Insulation (Black)	Insulation (Black)	Insulation
Method of Quantification	Scanning Option	Scanning Option	Scanning Option	Scanning Option
Appearance	Layered Homogenous Fibrous Color	No Yes No Black	No Yes No Black	Yes No Yes White/Brown
Sample Treatment	None	None	None	Homogenized
Asbestos Content	% Amosite % Chrysotile % Other % Total Asbestos	ND ND ND ND	ND ND ND ND	ND ND ND ND
Other Fibrous Materials Present	% Fibrous Glass % Cellulose % Other % Unidentified	ND ND ND ND	ND ND ND ND	20.0 10.0 5.0 ND
Non-Fibrous Materials Present	% Silicates % Carbonates % Other % Unidentified	5.0 ND ND 95.0	10.0 ND ND 90.0	5.0 20.0 ND 40.0

Synthetics

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**Bulk Sample Results**

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Station - 13 South Avenue - Beacon, NY

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Collected By : J. Mages/S. Conklin/K. Soltysiak  
Date Received : 06/21/2022  
Date Analyzed : 06/27/2022  
Analyzed By : George Htay  
Signature :   
Analytical Method : NYS-DOH 198.1  
NVLAP Lab Code : 101646-0  
NYS Lab No. 10851

Client: QuES&T, Inc.  
1376 Route 9  
Wappingers Falls, NY 12590

Sample ID Number	4748-77	4748-78	4748-79	4748-80
Layer Number				
Lab ID Number	2837053	2837054	2837055	2837056
Sample Location	Ground Floor, Boiler Room, Around Metal HVAC Pipe, Fiberglass	Ground Floor, Boiler Room, Around Metal HVAC Pipe, Fiberglass	Exterior, Facade, EFIS	Exterior, Facade, EFIS
Sample Description	Insulation	Insulation	Stucco	Stucco
Method of Quantification	Scanning Option	Scanning Option	Scanning Option	Scanning Option
Appearance	Layered Homogenous Fibrous Color	Yes No Yes White/Brown	Yes No Yes Brown/Gray/White	Yes No Yes Brown/Gray/White
Sample Treatment	Homogenized	Homogenized	Homogenized	Homogenized
Asbestos	% Amosite	ND	ND	ND
Content	% Chrysotile	ND	ND	ND
	% Other	ND	ND	ND
	% Total Asbestos	ND	ND	ND
Other Fibrous	% Fibrous Glass	25.0	15.0	20.0
Materials	% Cellulose	10.0	ND	ND
Present	% Other	5.0 Synthetics	ND	ND
	% Unidentified	ND	ND	ND
Non-Fibrous	% Silicates	5.0	25.0	25.0
Materials	% Carbonates	20.0	20.0	20.0
Present	% Other	ND	ND	ND
	% Unidentified	35.0	40.0	35.0

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Station - 13 South Avenue - Beacon, NY

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Date Received : 06/21/2022  
Date Analyzed : 06/27/2022  
Analyzed By : George Htay  
Signature :   
Analytical Method : NYS-DOH 198.1  
NVLAP Lab Code : 101646-0  
NYS Lab No. 10851


Client: QuES&T, Inc.  
1376 Route 9  
Wappingers Falls, NY 12590

Sample ID Number	4748-81	4748-82	4748-83	4748-84
Layer Number				
Lab ID Number	2837057	2837058	2837059	2837060
Sample Location	Exterior, Facade, EFIS	Exterior, Facade, EFIS	Exterior, Facade, EFIS	Exterior Bay Doors, Facade, EFIS
Sample Description	Stucco	Stucco	Stucco	Stucco
Method of Quantification	Scanning Option	Scanning Option	Scanning Option	Scanning Option
Appearance	Layered	Yes	Yes	Yes
	Homogenous	No	No	No
	Fibrous	Yes	Yes	Yes
	Color	Brown/Gray/White	Brown/Gray/White	Brown/Gray/White
Sample Treatment	Homogenized	Homogenized	Homogenized	Homogenized
Asbestos	% Amosite	ND	ND	ND
Content	% Chrysotile	ND	ND	ND
	% Other	ND	ND	ND
	% Total Asbestos	ND	ND	ND
Other Fibrous	% Fibrous Glass	15.0	25.0	30.0
Materials	% Cellulose	ND	ND	ND
Present	% Other	ND	ND	ND
	% Unidentified	ND	ND	ND
Non-Fibrous	% Silicates	20.0	20.0	15.0
Materials	% Carbonates	25.0	20.0	20.0
Present	% Other	ND	ND	ND
	% Unidentified	40.0	35.0	35.0

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AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

**Bulk Sample Results**

RE: CPN 22-4748 - Mitchell Associates Architects, PLLC - Lewis Tompkins Hose Fire  
Station - 13 South Avenue - Beacon, NY

Date Collected : 06/17/2022  
Collected By : J. Mages/S. Conklin/K. Soltysiak  
Date Received : 06/21/2022  
Date Analyzed : 06/27/2022  
Analyzed By : George Htay  
Signature :   
Analytical Method : NYS-DOH 198.1  
NVLAP Lab Code : 101646-0  
NYS Lab No. 10851

Client: QuES&T, Inc.  
1376 Route 9  
Wappingers Falls, NY 12590

Sample ID Number	4748-85	4748-92	4748-93	4748-96
Layer Number				1
Lab ID Number	2837061	2837062	2837063	2837064
Sample Location	Exterior Bay Doors, Facade, EFIS	Truck Bay Floor	Truck Bay Floor	Truck Bay Wall, Southside Near Bay Door
Sample Description	Stucco	Slab	Slab	Block and Mortar (Block Layer)
Method of Quantification	Scanning Option	Scanning Option	Scanning Option	Scanning Option
Appearance Layered	Yes	No	No	Yes
Homogenous	No	No	No	No
Fibrous	Yes	No	No	No
Color	Brown/Gray/White	Gray/Brown	Gray/Brown	Gray/Red
Sample Treatment	Homogenized	Homogenized	Homogenized	Homogenized
Asbestos	% Amosite	ND	ND	ND
Content	% Chrysotile	ND	ND	ND
	% Other	ND	ND	ND
	% Total Asbestos	ND	ND	ND
Other Fibrous	% Fibrous Glass	25.0	ND	ND
Materials	% Cellulose	ND	ND	ND
Present	% Other	ND	ND	ND
	% Unidentified	ND	ND	ND
Non-Fibrous	% Silicates	25.0	20.0	20.0
Materials	% Carbonates	20.0	25.0	30.0
Present	% Other	ND	ND	ND
	% Unidentified	30.0	55.0	50.0

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. ND = Not Detected. Reporting Limit is <1%.

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**Bulk Sample Results**

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Analyzed By : George Htay  
Signature :   
Analytical Method : NYS-DOH 198.1  
NVLAP Lab Code : 101646-0  
NYS Lab No. 10851

Client: QuES&T, Inc.  
1376 Route 9  
Wappingers Falls, NY 12590

Sample ID Number	4748-96	4748-97	4748-97	4748-98
Layer Number	2	1	2	1
Lab ID Number	2837064	2837065	2837065	2837066
Sample Location	Truck Bay Wall, Southside Near Bay Door	Truck Bay Wall, Northside Near Door	Truck Bay Wall, Northside Near Door	Main Floor, Front Vestibule, Floor on Concrete, 1' x 1'
Sample Description	Block and Mortar (Mortar Layer)	Block and Mortar (Block Layer)	Block and Mortar (Mortar Layer)	Ceramic Floor Tile, Grout and Mud Layer (Tile Layer)
Method of Quantification	Scanning Option	Scanning Option	Scanning Option	Scanning Option
Appearance	Layered	Yes	Yes	No
	Homogenous	No	No	Yes
	Fibrous	No	No	No
	Color	Gray/Red	Gray/Red	Brown
Sample Treatment	Homogenized	Homogenized	Homogenized	None
Asbestos	% Amosite	ND	ND	ND
Content	% Chrysotile	ND	ND	ND
	% Other	ND	ND	ND
	% Total Asbestos	ND	ND	ND
Other Fibrous	% Fibrous Glass	ND	ND	ND
Materials	% Cellulose	ND	ND	ND
Present	% Other	ND	ND	ND
	% Unidentified	ND	ND	ND
Non-Fibrous	% Silicates	25.0	25.0	45.0
Materials	% Carbonates	30.0	30.0	ND
Present	% Other	ND	ND	ND
	% Unidentified	45.0	45.0	55.0

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AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

**Bulk Sample Results**

RE: CPN 22-4748 - Mitchell Associates Architects, PLLC - Lewis Tompkins Hose Fire  
Station - 13 South Avenue - Beacon, NY

Date Collected : 06/17/2022  
Collected By : J. Mages/S. Conklin/K. Soltysiak  
Date Received : 06/21/2022  
Date Analyzed : 06/27/2022  
Analyzed By : George Htay  
Signature :   
Analytical Method : NYS-DOH 198.1  
NVLAP Lab Code : 101646-0  
NYS Lab No. 10851

Client: QuES&T, Inc.  
1376 Route 9  
Wappingers Falls, NY 12590


Sample ID Number	4748-98	4748-98	4748-99	4748-99
Layer Number	2	3	1	2
Lab ID Number	2837066	2837066	2837067	2837067
Sample Location	Main Floor, Front Vestibule, Floor on Concrete, 1' x 1'	Main Floor, Front Vestibule, Floor on Concrete, 1' x 1'	Main Floor, Front Vestibule, Floor on Concrete, 1' x 1'	Main Floor, Front Vestibule, Floor on Concrete, 1' x 1'
Sample Description	Ceramic Floor Tile, Grout and Mud Layer (Grout Layer)	Ceramic Floor Tile, Grout and Mud Layer (Mud Layer)	Ceramic Floor Tile, Grout and Mud Layer (Tile Layer)	Ceramic Floor Tile, Grout and Mud Layer (Grout Layer)
Method of Quantification	Scanning Option	Scanning Option	Scanning Option	Scanning Option
Appearance	Layered Homogenous Fibrous Color	No Yes No Brown	No Yes No Brown	No Yes No Brown
Sample Treatment	None	None	None	None
Asbestos Content	% Amosite % Chrysotile % Other % Total Asbestos	ND ND ND ND	ND ND ND ND	ND ND ND ND
Other Fibrous Materials Present	% Fibrous Glass % Cellulose % Other % Unidentified	ND ND ND ND	ND ND ND ND	ND ND ND ND
Non-Fibrous Materials Present	% Silicates % Carbonates % Other % Unidentified	25.0 20.0 ND 55.0	20.0 35.0 ND 45.0	45.0 ND ND 55.0
				25.0 25.0 ND 50.0

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AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936



## Bulk Sample Results

RE: CPN 22-4748 - Mitchell Associates Architects, PLLC - Lewis Tompkins Hose Fire  
Station - 13 South Avenue - Beacon, NY

Date Collected : 06/17/2022  
Collected By : J. Mages/S. Conklin/K. Soltysiak  
Date Received : 06/21/2022  
Date Analyzed : 06/27/2022  
Analyzed By : George Htay  
Signature : 

Client: QuES&T, Inc.  
1376 Route 9  
Wappingers Falls, NY 12590

Analytical Method : NYS-DOH 198.1

NVLAP Lab Code : 101646-0

NYS Lab No. 10851

Sample ID Number	4748-99	4748-106	4748-107	4748-112
Layer Number	3			
Lab ID Number	2837067	2837068	2837069	2837070
Sample Location	Main Floor, Front Vestibule, Floor on Concrete, 1' x 1'	Lower Roof, Bottom Layer	Lower Roof, Bottom Layer	Lower Roof, Building Flashing, Bottom Layer
Sample Description	Ceramic Floor Tile, Grout and Mud Layer (Mud Layer)	Perlite	Perlite	Fiberboard
Method of Quantification	Scanning Option	Scanning Option	Scanning Option	Scanning Option
Appearance	Layered	No	No	No
	Homogenous	Yes	No	No
	Fibrous	No	Yes	Yes
	Color	Gray	Brown	Brown
Sample Treatment	None	Homogenized	Homogenized	Homogenized
Asbestos	% Amosite	ND	ND	ND
Content	% Chrysotile	ND	ND	ND
	% Other	ND	ND	ND
	% Total Asbestos	ND	ND	ND
Other Fibrous	% Fibrous Glass	ND	ND	ND
Materials	% Cellulose	ND	30.0	35.0
Present	% Other	ND	ND	ND
	% Unidentified	ND	ND	ND
Non-Fibrous	% Silicates	20.0	10.0	10.0
Materials	% Carbonates	35.0	ND	ND
Present	% Other	ND	20.0	ND
	% Unidentified	45.0	40.0	35.0

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AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

**Bulk Sample Results**

RE: CPN 22-4748 - Mitchell Associates Architects, PLLC - Lewis Tompkins Hose Fire  
Station - 13 South Avenue - Beacon, NY

Date Collected : 06/17/2022  
Collected By : J. Mages/S. Conklin/K. Soltysiak  
Date Received : 06/21/2022  
Date Analyzed : 06/27/2022  
Analyzed By : George Htay  
Signature :   
Analytical Method : NYS-DOH 198.1  
NVLAP Lab Code : 101646-0  
NYS Lab No. 10851

Client: QuES&T, Inc.  
1376 Route 9  
Wappingers Falls, NY 12590

Sample ID Number	4748-113	4748-120	4748-121	4748-124
Layer Number				
Lab ID Number	2837071	2837072	2837073	2837074
Sample Location	Lower Roof, Building Flashing, Bottom Layer	Main Roof, Bottom Layer, On Metal Deck	Main Roof, Bottom Layer, On Metal Deck	Main Roof, Perimeter Parapet, Bottom Layer
Sample Description	Fiberboard	Perlite	Perlite	Sheetrock
Method of Quantification	Scanning Option	Scanning Option	Scanning Option	Scanning Option
Appearance	Layered	No	No	Yes
	Homogenous	No	No	No
	Fibrous	Yes	Yes	Yes
	Color	Brown	Brown	Brown
Sample Treatment	Homogenized	Homogenized	Homogenized	Homogenized
Asbestos	% Amosite	ND	ND	ND
Content	% Chrysotile	ND	ND	ND
	% Other	ND	ND	ND
	% Total Asbestos	ND	ND	ND
Other Fibrous	% Fibrous Glass	ND	ND	5.0
Materials	% Cellulose	55.0	30.0	10.0
Present	% Other	ND	ND	ND
	% Unidentified	ND	ND	ND
Non-Fibrous	% Silicates	10.0	10.0	20.0
Materials	% Carbonates	ND	ND	30.0
Present	% Other	ND	20.0 Perlite	ND
	% Unidentified	35.0	40.0	35.0

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## Bulk Sample Results

RE: CPN 22-4748 - Mitchell Associates Architects, PLLC - Lewis Tompkins Hose Fire  
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Analyzed By : George Htay  
Signature :   
Analytical Method : NYS-DOH 198.1  
NVLAP Lab Code : 101646-0  
NYS Lab No. 10851

Client: QuES&T, Inc.  
1376 Route 9  
Wappingers Falls, NY 12590

Sample ID Number	4748-125	4748-138	4748-139	4748-146
Layer Number				1
Lab ID Number	2837075	2837076	2837077	2837078
Sample Location	Main Roof, Perimeter Parapet, Bottom Layer	Top Roof, Field, Bottom Layer, Metal on Deck	Top Roof, Field, Bottom Layer, Metal on Deck	Roof, Chimney, On Concrete
Sample Description	Sheetrock	Perlite	Perlite	Stucco (Gray Layer)
Method of Quantification	Scanning Option	Scanning Option	Scanning Option	Scanning Option
Appearance	Layered	Yes	No	No
	Homogenous	No	No	No
	Fibrous	Yes	Yes	Yes
	Color	Brown	Brown	Gray
Sample Treatment	Homogenized	Homogenized	Homogenized	Homogenized
Asbestos	% Amosite	ND	ND	ND
Content	% Chrysotile	ND	ND	ND
	% Other	ND	ND	ND
	% Total Asbestos	ND	ND	ND
Other Fibrous	% Fibrous Glass	5.0	ND	5.0
Materials	% Cellulose	15.0	30.0	35.0
Present	% Other	ND	ND	ND
	% Unidentified	ND	ND	ND
Non-Fibrous	% Silicates	20.0	10.0	25.0
Materials	% Carbonates	ND	ND	25.0
Present	% Other	30.0	25.0	20.0
	% Unidentified	30.0	35.0	45.0

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## Bulk Sample Results

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Collected By : J. Mages/S. Conklin/K. Soltysiak  
Date Received : 06/21/2022  
Date Analyzed : 06/27/2022  
Analyzed By : George Htay  
Signature :   
Analytical Method : NYS-DOH 198.1  
NVLAP Lab Code : 101646-0  
NYS Lab No. 10851

Client: QuES&T, Inc.  
1376 Route 9  
Wappingers Falls, NY 12590

Sample ID Number	4748-146	4748-147	4748-147	4748-148
Layer Number	2	1	2	1
Lab ID Number	2837078	2837079	2837079	2837080
Sample Location	Roof, Chimney, On Concrete	Roof, Chimney, On Concrete	Roof, Chimney, On Concrete	Roof, Chimney, On Concrete
Sample Description	Stucco (Brown Layer)	Stucco (Gray Layer)	Stucco (Brown Layer)	Stucco (Gray Layer)
Method of Quantification	Scanning Option	Scanning Option	Scanning Option	Scanning Option
Appearance	Layered	No	No	No
	Homogenous	No	No	No
	Fibrous	Yes	Yes	Yes
	Color	Brown	Gray	Gray
Sample Treatment	Homogenized	Homogenized	Homogenized	Homogenized
Asbestos	% Amosite	ND	ND	ND
Content	% Chrysotile	ND	ND	ND
	% Other	ND	ND	ND
	% Total Asbestos	ND	ND	ND
Other Fibrous	% Fibrous Glass	20.0	5.0	5.0
Materials	% Cellulose	ND	ND	ND
Present	% Other	ND	ND	ND
	% Unidentified	ND	ND	ND
Non-Fibrous	% Silicates	25.0	25.0	25.0
Materials	% Carbonates	20.0	30.0	30.0
Present	% Other	ND	ND	ND
	% Unidentified	35.0	40.0	40.0

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Station - 13 South Avenue - Beacon, NY

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Date Received : 06/21/2022  
Date Analyzed : 06/27/2022  
Analyzed By : George Htay  
Signature :   
Analytical Method : NYS-DOH 198.1  
NVLAP Lab Code : 101646-0  
NYS Lab No. 10851

Client: QuES&T, Inc.  
1376 Route 9  
Wappingers Falls, NY 12590

Sample ID Number	4748-148	4748-149	4748-150	4748-151
Layer Number	2			
Lab ID Number	2837080	2837081	2837082	2837083
Sample Location	Roof, Chimney, On Concrete	Roof, Chimney, Interior	Roof, Chimney, Interior	Roof, Chimney
Sample Description	Stucco (Brown Layer)	Flue Brick	Flue Brick	Concrete
Method of Quantification	Scanning Option	Scanning Option	Scanning Option	Scanning Option
Appearance	Layered	No	No	No
	Homogenous	No	No	No
	Fibrous	Yes	No	No
	Color	Brown	Red	Gray
Sample Treatment	Homogenized	Homogenized	Homogenized	Homogenized
Asbestos	% Amosite	ND	ND	ND
Content	% Chrysotile	ND	ND	ND
	% Other	ND	ND	ND
	% Total Asbestos	ND	ND	ND
Other Fibrous	% Fibrous Glass	20.0	ND	ND
Materials	% Cellulose	ND	ND	ND
Present	% Other	ND	ND	ND
	% Unidentified	ND	ND	ND
Non-Fibrous	% Silicates	20.0	30.0	20.0
Materials	% Carbonates	25.0	ND	35.0
Present	% Other	ND	ND	ND
	% Unidentified	35.0	70.0	45.0

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AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

**Bulk Sample Results**

RE: CPN 22-4748 - Mitchell Associates Architects, PLLC - Lewis Tompkins Hose Fire  
Station - 13 South Avenue - Beacon, NY

Date Collected : 06/17/2022  
Collected By : J. Mages/S. Conklin/K. Soltysiak  
Date Received : 06/21/2022  
Date Analyzed : 06/27/2022  
Analyzed By : George Htay  
Signature :   
Analytical Method : NYS-DOH 198.1  
NVLAP Lab Code : 101646-0  
NYS Lab No. 10851

Client: QuES&T, Inc.  
1376 Route 9  
Wappingers Falls, NY 12590

Sample ID Number	4748-152	4748-153
Layer Number		
Lab ID Number	2837084	2837085
Sample Location	Roof, Chimney	Ground Floor, Stairwell, Ceiling

Sample Description	Concrete	Textured Coat
--------------------	----------	---------------

Method of Quantification	Scanning Option	Scanning Option
Appearance Layered	No	Yes
Homogenous	No	No
Fibrous	No	No
Color	Gray	White

Sample Treatment	Homogenized	Homogenized
Asbestos % Amosite	ND	ND
Content % Chrysotile	ND	ND
% Other	ND	ND
% Total Asbestos	ND	ND
Other Fibrous % Fibrous Glass	ND	ND
Materials % Cellulose	ND	ND
Present % Other	ND	ND
% Unidentified	ND	ND
Non-Fibrous % Silicates	20.0	15.0
Materials % Carbonates	30.0	40.0
Present % Other	ND	ND
% Unidentified	50.0	45.0


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AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936



**Bulk Sample Results**

RE: CPN 22-4748 - Mitchell Associates Architects, PLLC - Lewis Tompkins Hose Fire  
Station - 13 South Avenue - Beacon, NY

Date Collected : 06/17/2022  
Collected By : J. Mages/S. Conklin/K. Soltysiak  
Date Received : 06/21/2022  
Date Analyzed : 06/24/2022  
Analyzed By : George Htay  
Signature :   
Analytical Method : NYS-DOH 198.6  
NVLAP Lab Code : 101646-0  
NYS Lab No. 10851

Client QuES&T, Inc.  
1376 Route 9  
Wappingers Falls, NY 12590

Sample ID Number	4748-03	4748-03	4748-04	4748-04
Layer Number	1	2	1	2
Lab ID Number	2836313	2836313	2836314	2836314
Sample Location	Ground Floor, Storage Room	Ground Floor, Storage Room	Ground Floor, Storage Room	Ground Floor, Storage Room
Sample Description	Floor Tile and Mastic (Tile Layer)	Floor Tile and Mastic (Mastic Layer)	Floor Tile and Mastic (Tile Layer)	Floor Tile and Mastic (Mastic Layer)
Analytical Method	NOB Plm	NOB Plm	NOB Plm	NOB Plm
Appearance	Layered Homogenous Fibrous Color	No Yes No Gray	No Yes No Gray	No Yes No Tan
Asbestos Content	% Amosite % Chrysotile % Other	ND ND ND	ND ND ND	ND ND ND
	% Total Asbestos	ND Inconclusive	ND Inconclusive	ND Inconclusive
Other Materials Present	% Organic % Carbonates % Other Inorganic	22.1 29.0 48.9	93.5 4.4 2.1	22.4 31.4 46.2
				94.5 4.0 1.5


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This method does not remove vermiculite and may underestimate the level of asbestos present in a sample containing greater than 10% vermiculite.

AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

**Eastern Analytical Services, Inc.****Bulk Sample Results**

RE: CPN 22-4748 - Mitchell Associates Architects, PLLC - Lewis Tompkins Hose Fire  
Station - 13 South Avenue - Beacon, NY

Date Collected : 06/17/2022  
Collected By : J. Mages/S. Conklin/K. Soltysiak  
Date Received : 06/21/2022  
Date Analyzed : 06/24/2022  
Analyzed By : George Htay  
Signature :   
Analytical Method : NYS-DOH 198.6  
NVLAP Lab Code : 101646-0  
NYS Lab No. 10851

Client QuES&T, Inc.  
1376 Route 9  
Wappingers Falls, NY 12590

Sample ID Number	4748-05	4748-06	4748-15	4748-16
Layer Number				
Lab ID Number	2836315	2836316	2836317	2836318
Sample Location	Ground Floor, Kitchen, 2' x 2' Suspended Ceiling	Ground Floor, Kitchen, 2' x 2' Suspended Ceiling	Ground Floor, Utility Closet, On Sheetrock Wall	Ground Floor, Utility Closet, On Sheetrock Wall
Sample Description	Ceiling Tile	Ceiling Tile	Ceramic Wall Tile, Grout, Adhesive (Adhesive Layer)	Ceramic Wall Tile, Grout, Adhesive (Adhesive Layer)
Analytical Method	NOB Plm	NOB Plm	NOB Plm	NOB Plm
Appearance	Layered Homogenous Fibrous Color	No Yes Yes Gray/White	No Yes No Tan	No Yes No Tan
Asbestos Content	% Amosite % Chrysotile % Other	ND ND ND	ND ND ND	ND ND ND
	% Total Asbestos	ND Inconclusive	ND Inconclusive	ND Inconclusive
Other Materials Present	% Organic % Carbonates % Other Inorganic	11.2 49.5 39.3	12.2 44.4 43.4	49.0 9.0 42.0
				46.1 24.2 29.7


Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. Samples received in acceptable condition unless otherwise noted. ND = Not Detected. Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government. These Results Cannot Be Used To Claim That NOB Items Tested Are Non-Asbestos Containing (Unless "% Other Inorganic", As Reported Above, Is Less Than One Percent).

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AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

**Bulk Sample Results**

RE: CPN 22-4748 - Mitchell Associates Architects, PLLC - Lewis Tompkins Hose Fire  
Station - 13 South Avenue - Beacon, NY

Date Collected : 06/17/2022  
Collected By : J. Mages/S. Conklin/K. Soltysiak  
Date Received : 06/21/2022  
Date Analyzed : 06/24/2022  
Analyzed By : George Htay  
Signature :   
Analytical Method : NYS-DOH 198.6  
NVLAP Lab Code : 101646-0  
NYS Lab No. 10851

Client QuES&T, Inc.  
1376 Route 9  
Wappingers Falls, NY 12590

Sample ID Number	4748-17	4748-18	4748-19	4748-19
Layer Number			1	2
Lab ID Number	2836319	2836320	2836321	2836321
Sample Location	Ground Floor, Utility Closet, Wall, On Ceramic Tile	Ground Floor, Utility Closet, Wall, On Ceramic Tile	Ground Floor, Storage Room	Ground Floor, Storage Room
Sample Description	Adhesive	Adhesive	Cove Base Molding & Adhesive (Molding Layer)	Cove Base Molding & Adhesive (Adhesive Layer)
Analytical Method	NOB Plm	NOB Plm	NOB Plm	NOB Plm
Appearance	Layered Homogenous Fibrous Color	No Yes No Tan	No Yes No Brown	No Yes No Brown
Asbestos Content	% Amosite % Chrysotile % Other	ND ND ND	ND ND ND	ND ND ND
	% Total Asbestos	ND Inconclusive	ND	ND Inconclusive
Other Materials Present	% Organic % Carbonates % Other Inorganic	45.7 8.6 45.7	55.8 19.5 24.7	37.4 61.8 0.8
				54.6 10.6 34.8


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**Bulk Sample Results**

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Analyzed By : George Htay  
Signature :   
Analytical Method : NYS-DOH 198.6  
NVLAP Lab Code : 101646-0  
NYS Lab No. 10851


Client QuES&T, Inc.  
1376 Route 9  
Wappingers Falls, NY 12590

Sample ID Number	4748-20	4748-20	4748-25	4748-26
Layer Number	1	2		
Lab ID Number	2836322	2836322	2836323	2836324
Sample Location	Ground Floor, Storage Room	Ground Floor, Storage Room	Main Floor, Kitchen Hallway, Underside of Sink	Main Floor, Kitchen Hallway, Underside of Sink
Sample Description	Cove Base Molding & Adhesive (Molding Layer)	Cove Base Molding & Adhesive (Adhesive Layer)	Anti-Sweat Tar	Anti-Sweat Tar
Analytical Method	NOB Plm	NOB Plm	NOB Plm	NOB Plm
Appearance	Layered Homogenous Fibrous Color	No Yes No Brown	No Yes No Pink	No Yes No Pink
Asbestos Content	% Amosite % Chrysotile % Other	ND ND ND	ND 1.6 ND	ND 1.4 ND
	% Total Asbestos	ND	ND Inconclusive	1.4
Other Materials Present	% Organic % Carbonates % Other Inorganic	37.5 61.5 1.0	50.9 10.2 38.9	26.0 14.6 57.8
				26.6 17.2 54.8

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AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

**Bulk Sample Results**

RE: CPN 22-4748 - Mitchell Associates Architects, PLLC - Lewis Tompkins Hose Fire  
Station - 13 South Avenue - Beacon, NY

Date Collected : 06/17/2022  
Collected By : J. Mages/S. Conklin/K. Soltysiak  
Date Received : 06/21/2022  
Date Analyzed : 06/24/2022  
Analyzed By : George Htay  
Signature :   
Analytical Method : NYS-DOH 198.6  
NVLAP Lab Code : 101646-0  
NYS Lab No. 10851

Client QuES&T, Inc.  
1376 Route 9  
Wappingers Falls, NY 12590

Sample ID Number	4748-27	4748-27	4748-28	4748-28
Layer Number	1	2	1	2
Lab ID Number	2836325	2836325	2836326	2836326
Sample Location	Main Floor, TV Room, Floor	Main Floor, TV Room, Floor	Main Floor, TV Room, Floor	Main Floor, TV Room, Floor
Sample Description	Floor Tile & Mastic (Tile Layer)	Floor Tile & Mastic (Mastic Layer)	Floor Tile & Mastic (Tile Layer)	Floor Tile & Mastic (Mastic Layer)
Analytical Method	NOB Plm	NOB Plm	NOB Plm	NOB Plm
Appearance	Layered Homogenous Fibrous Color	No Yes No White	No Yes No White	No Yes No Tan
Asbestos Content	% Amosite % Chrysotile % Other	ND ND ND	ND ND ND	ND ND ND
	% Total Asbestos	ND Inconclusive	ND Inconclusive	ND Inconclusive
Other Materials Present	% Organic % Carbonates % Other Inorganic	26.7 35.2 38.1	89.5 8.4 2.1	26.9 42.5 30.6
				87.4 10.0 2.6

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**Bulk Sample Results**

RE: CPN 22-4748 - Mitchell Associates Architects, PLLC - Lewis Tompkins Hose Fire  
Station - 13 South Avenue - Beacon, NY

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Date Received : 06/21/2022  
Date Analyzed : 06/24/2022  
Analyzed By : George Htay  
Signature :   
Analytical Method : NYS-DOH 198.6  
NVLAP Lab Code : 101646-0  
NYS Lab No. 10851

Client QuES&T, Inc.  
1376 Route 9  
Wappingers Falls, NY 12590

Sample ID Number	4748-29	4748-29	4748-30	4748-30
Layer Number	1	2	1	2
Lab ID Number	2836327	2836327	2836328	2836328
Sample Location	Main Floor, Wall	Main Floor, Wall	Main Floor, Wall	Main Floor, Wall
Sample Description	Cove Base (Blue) & Adhesive (Cove Base Layer)	Cove Base (Blue) & Adhesive (Adhesive Layer)	Cove Base (Blue) & Adhesive (Cove Base Layer)	Cove Base (Blue) & Adhesive (Adhesive Layer)
Analytical Method	NOB Plm	NOB Plm	NOB Plm	NOB Plm
Appearance	Layered Homogenous Fibrous Color	No Yes No Blue	No Yes No Blue	No Yes No Tan
Asbestos Content	% Amosite % Chrysotile % Other	ND ND ND	ND ND ND	ND ND ND
	% Total Asbestos	ND Inconclusive	ND Inconclusive	ND Inconclusive
Other Materials Present	% Organic % Carbonates % Other Inorganic	55.1 41.8 3.1	46.2 30.1 23.7	58.4 37.8 3.8
				36.4 47.8 15.8


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**Bulk Sample Results**

RE: CPN 22-4748 - Mitchell Associates Architects, PLLC - Lewis Tompkins Hose Fire  
Station - 13 South Avenue - Beacon, NY

Date Collected : 06/17/2022  
Collected By : J. Mages/S. Conklin/K. Soltysiak  
Date Received : 06/21/2022  
Date Analyzed : 06/24/2022  
Analyzed By : George Htay  
Signature :   
Analytical Method : NYS-DOH 198.6  
NVLAP Lab Code : 101646-0  
NYS Lab No. 10851

Client QuES&T, Inc.  
1376 Route 9  
Wappingers Falls, NY 12590

Sample ID Number	4748-31	4748-31	4748-32	4748-32
Layer Number	1	2	1	2
Lab ID Number	2836329	2836329	2836330	2836330
Sample Location	Main Floor, Utility Room 1	Main Floor, Utility Room 1	Main Floor, Utility Room 1	Main Floor, Utility Room 1
Sample Description	Floor Tile & Mastic (Tile Layer)	Floor Tile & Mastic (Mastic Layer)	Floor Tile & Mastic (Tile Layer)	Floor Tile & Mastic (Mastic Layer)
Analytical Method	NOB Plm	NOB Plm	NOB Plm	NOB Plm
Appearance	Layered Homogenous Fibrous Color	No Yes No Black/Tan	No Yes No Gray	No Yes No Black/Tan
Asbestos Content	% Amosite % Chrysotile % Other	ND ND ND	ND 0.5 ND	ND 0.3 ND
	% Total Asbestos	ND Inconclusive	0.5 Inconclusive	ND Inconclusive
Other Materials Present	% Organic % Carbonates % Other Inorganic	25.8 52.0 22.2	38.4 34.8 26.3	25.7 46.3 28.0
				39.4 36.8 23.5

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**Eastern Analytical Services, Inc.****Bulk Sample Results**

RE: CPN 22-4748 - Mitchell Associates Architects, PLLC - Lewis Tompkins Hose Fire  
Station - 13 South Avenue - Beacon, NY

Date Collected : 06/17/2022  
Collected By : J. Mages/S. Conklin/K. Soltysiak  
Date Received : 06/21/2022  
Date Analyzed : 06/24/2022  
Analyzed By : George Htay  
Signature :   
Analytical Method : NYS-DOH 198.6  
NVLAP Lab Code : 101646-0  
NYS Lab No. 10851

Client QuES&T, Inc.  
1376 Route 9  
Wappingers Falls, NY 12590

Sample ID Number	4748-35	4748-36	4748-37	4748-38
Layer Number				
Lab ID Number	2836331	2836332	2836333	2836334
Sample Location	Main Floor, TV Room Door, Metal to Plywood	Main Floor, TV Room Door, Metal to Plywood	Main Floor, Near Bar, Window, Metal to Glass	Main Floor Bathroom, Near Bar, Window, Metal to Glass
Sample Description	Caulk	Caulk	Caulk	Caulk
Analytical Method	NOB Plm	NOB Plm	NOB Plm	NOB Plm
Appearance	Layered Homogenous Fibrous Color	No Yes No Brown/Beige	No Yes No White	No Yes No White
Asbestos Content	% Amosite % Chrysotile % Other	ND ND ND	ND ND ND	ND ND ND
	% Total Asbestos	ND Inconclusive	ND Inconclusive	ND Inconclusive
Other Materials Present	% Organic % Carbonates % Other Inorganic	52.9 26.3 20.8	53.2 24.0 22.8	78.5 2.6 18.9
				61.5 3.2 35.3


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**Bulk Sample Results**

RE: CPN 22-4748 - Mitchell Associates Architects, PLLC - Lewis Tompkins Hose Fire  
Station - 13 South Avenue - Beacon, NY

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Date Analyzed : 06/24/2022  
Analyzed By : George Htay  
Signature :   
Analytical Method : NYS-DOH 198.6  
NVLAP Lab Code : 101646-0  
NYS Lab No. 10851

Client QuES&T, Inc.  
1376 Route 9  
Wappingers Falls, NY 12590

Sample ID Number	4748-45	4748-46	4748-47	4748-47
Layer Number			1	2
Lab ID Number	2836335	2836336	2836337	2836337
Sample Location	Ground Floor, Vestibule, 2' x 2' Suspended Ceiling	Ground Floor, Vestibule, 2' x 2' Suspended Ceiling	Ground Floor, Vestibule, 9D Side, On Sheetrock Wall, White, 4"	Ground Floor, Vestibule, 9D Side, On Sheetrock Wall, White, 4"
Sample Description	Ceiling Tile	Ceiling Tile	Cove Base Molding & Adhesive (Molding Layer)	Cove Base Molding & Adhesive (Adhesive Layer)
Analytical Method	NOB Plm	NOB Plm	NOB Plm	NOB Plm
Appearance	Layered Homogenous Fibrous Color	Yes No Yes Gray/White/Beige	No Yes No White/Pink	No Yes No Brown
Asbestos Content	% Amosite % Chrysotile % Other	ND ND ND	ND ND ND	ND ND ND
	% Total Asbestos	ND Inconclusive	ND Inconclusive	ND Inconclusive
Other Materials Present	% Organic % Carbonates % Other Inorganic	28.4 10.6 61.0	26.4 14.5 59.1	48.9 50.2 0.9
				61.2 2.5 36.3


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Analytical Method : NYS-DOH 198.6  
NVLAP Lab Code : 101646-0  
NYS Lab No. 10851

Client QuES&T, Inc.  
1376 Route 9  
Wappingers Falls, NY 12590

Sample ID Number	4748-51	4748-51	4748-55	4748-56
Layer Number	1	2		
Lab ID Number	2836338	2836338	2836339	2836340
Sample Location	Ground Floor, Vestibule, 9D Side, On Sheetrock Wall, White, 4"	Ground Floor, Vestibule, 9D Side, On Sheetrock Wall, White, 4"	Ground Floor, Kitchen, Counter	Ground Floor, Kitchen, Counter
Sample Description	Cove Base Molding & Adhesive (Molding Layer)	Cove Base Molding & Adhesive (Adhesive Layer)	Formica	Formica
Analytical Method	NOB Plm	NOB Plm	NOB Plm	NOB Plm
Appearance	Layered Homogenous Fibrous Color	No Yes No White/Pink	Yes No No Tan/Brown	Yes No No Tan/Brown
Asbestos Content	% Amosite % Chrysotile % Other	ND ND ND	ND ND ND	ND ND ND
	% Total Asbestos	ND	ND Inconclusive	ND Inconclusive
Other Materials Present	% Organic % Carbonates % Other Inorganic	50.2 48.8 1.0	56.8 3.2 40.0	96.8 0.9 2.3


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Signature :   
Analytical Method : NYS-DOH 198.6  
NVLAP Lab Code : 101646-0  
NYS Lab No. 10851

Client QuES&T, Inc.  
1376 Route 9  
Wappingers Falls, NY 12590

Sample ID Number	4748-63	4748-64	4748-65	4748-66
Layer Number				
Lab ID Number	2836341	2836342	2836343	2836344
Sample Location	Ground Floor, Air Handler Room	Ground Floor, Air Handler Room	Ground Floor, Floor in Front of Fireplace	Ground Floor, Floor in Front of Fireplace
Sample Description	Vibration Dampener	Vibration Dampener	Fireplace Flooring	Fireplace Flooring
Analytical Method	NOB Plm	NOB Plm	NOB Plm	NOB Plm
Appearance	Layered Homogenous Fibrous Color	No Yes Yes Black	Yes No No Gray/Brown	Yes No No Gray/Brown
Asbestos Content	% Amosite % Chrysotile % Other	ND ND ND	ND ND ND	ND ND ND
	% Total Asbestos	ND Inconclusive	ND Inconclusive	ND Inconclusive
Other Materials Present	% Organic % Carbonates % Other Inorganic	41.5 3.8 54.7	42.4 5.0 52.6	25.1 33.6 41.3
				24.2 27.2 48.6


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**Bulk Sample Results**

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Analytical Method : NYS-DOH 198.6  
NVLAP Lab Code : 101646-0  
NYS Lab No. 10851

Client QuES&T, Inc.  
1376 Route 9  
Wappingers Falls, NY 12590

Sample ID Number	4748-74	4748-75	4748-86	4748-87
Layer Number				
Lab ID Number	2836345	2836346	2836347	2836348
Sample Location	Ground Floor, Electrical Room, On Metal HVAC Duct	Ground Floor, Electrical Room, On Metal HVAC Duct	Exterior Basement Doors, West Facade, Metal Doorcase to Stucco	Exterior Basement Doors, West Facade, Metal Doorcase to Stucco
Sample Description	Pin Mastic	Pin Mastic	Caulk	Caulk
Analytical Method	NOB Plm	NOB Plm	NOB Plm	NOB Plm
Appearance	Layered Homogenous Fibrous Color	No Yes Yes Yellow	No Yes No Gray	No Yes No Gray
Asbestos Content	% Amosite % Chrysotile % Other	ND ND ND	ND ND ND	ND ND ND
	% Total Asbestos	ND Inconclusive	ND Inconclusive	ND Inconclusive
Other Materials Present	% Organic % Carbonates % Other Inorganic	96.1 1.2 2.7	96.6 0.7 2.7	71.1 19.5 9.4
				72.1 19.5 8.4

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## Bulk Sample Results

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NVLAP Lab Code : 101646-0  
NYS Lab No. 10851

Client QuES&T, Inc.  
1376 Route 9  
Wappingers Falls, NY 12590

Sample ID Number	4748-88	4748-89	4748-90	4748-90
Layer Number			1	2
Lab ID Number	2836349	2836350	2836351	2836351
Sample Location	Main Floor, Custodial Closet, Around Slopink to Floor Tile	Main Floor, Custodial Closet, Around Slopink to Floor Tile	Stairwell, On Stairs	Stairwell, On Stairs
Sample Description	Caulk	Caulk	Tread and Adhesive (Tread Layer)	Tread and Adhesive (Adhesive Layer)
Analytical Method	NOB Plm	NOB Plm	NOB Plm	NOB Plm
Appearance	Layered Homogenous Fibrous Color	No Yes No Pink	No Yes No Brown	No Yes No Tan
Asbestos Content	% Amosite % Chrysotile % Other	ND ND ND	ND ND ND	ND < 0.5 ND
	% Total Asbestos	ND Inconclusive	ND Inconclusive	< 0.5 Inconclusive
Other Materials Present	% Organic % Carbonates % Other Inorganic	31.2 54.2 14.6	31.4 56.5 12.1	31.5 29.1 39.4
				40.9 12.5 46.6

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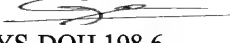
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AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936



**Bulk Sample Results**

RE: CPN 22-4748 - Mitchell Associates Architects, PLLC - Lewis Tompkins Hose Fire  
Station - 13 South Avenue - Beacon, NY

Date Collected : 06/17/2022  
Collected By : J. Mages/S. Conklin/K. Soltysiak  
Date Received : 06/21/2022  
Date Analyzed : 06/24/2022  
Analyzed By : George Htay  
Signature :   
Analytical Method : NYS-DOH 198.6  
NVLAP Lab Code : 101646-0  
NYS Lab No. 10851

Client QuES&T, Inc.  
1376 Route 9  
Wappingers Falls, NY 12590

Sample ID Number	4748-91	4748-91	4748-94	4748-95
Layer Number	1	2		
Lab ID Number	2836352	2836352	2836353	2836354
Sample Location	Stairwell, On Stairs	Stairwell, On Stairs	Truck Bay, Door to Offices, Metal to Block and Mortar	Truck Bay, Door to Offices, Metal to Block and Mortar
Sample Description	Tread and Adhesive (Tread Layer)	Tread and Adhesive (Adhesive Layer)	Caulk	Caulk
Analytical Method	NOB Plm	NOB Plm	NOB Plm	NOB Plm
Appearance	Layered Homogenous Fibrous Color	No Yes No Brown	No Yes No Black/Red	No Yes No Black/Red
Asbestos Content	% Amosite % Chrysotile % Other	ND ND ND	ND 0.4 ND	ND ND ND
	% Total Asbestos	ND Inconclusive	0.4 Inconclusive	ND Inconclusive
Other Materials Present	% Organic % Carbonates % Other Inorganic	31.5 22.7 45.8	42.7 21.6 35.3	38.7 56.1 5.2
				32.8 52.7 14.5


Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. Samples received in acceptable condition unless otherwise noted. ND = Not Detected.  
Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.  
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**Bulk Sample Results**

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Station - 13 South Avenue - Beacon, NY

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Signature :   
Analytical Method : NYS-DOH 198.6  
NVLAP Lab Code : 101646-0  
NYS Lab No. 10851

Client QuES&T, Inc.  
1376 Route 9  
Wappingers Falls, NY 12590

Sample ID Number	4748-100	4748-101	4748-102	4748-103
Layer Number				
Lab ID Number	2836355	2836356	2836357	2836358
Sample Location	Lower Roof, Top Layer	Lower Roof, Top Layer	Lower Roof, 2nd Layer	Lower Roof, 2nd Layer
Sample Description	EPDM	EPDM	ISO Foam	ISO Foam
Analytical Method	NOB Plm	NOB Plm	NOB Plm	NOB Plm
Appearance	Layered	No	No	No
	Homogenous	Yes	Yes	Yes
	Fibrous	No	No	No
	Color	Black	Yellow	Yellow
Asbestos Content	% Amosite	ND	ND	ND
	% Chrysotile	ND	ND	ND
	% Other	ND	ND	ND
	% Total Asbestos	ND Inconclusive	ND	ND
Other Materials Present	% Organic	91.3	91.1	98.6
	% Carbonates	1.2	1.3	0.6
	% Other Inorganic	7.5	7.6	0.8


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**Bulk Sample Results**

RE: CPN 22-4748 - Mitchell Associates Architects, PLLC - Lewis Tompkins Hose Fire  
Station - 13 South Avenue - Beacon, NY

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Date Received : 06/21/2022  
Date Analyzed : 06/24/2022  
Analyzed By : George Htay  
Signature :   
Analytical Method : NYS-DOH 198.6  
NVLAP Lab Code : 101646-0  
NYS Lab No. 10851

Client QuES&T, Inc.  
1376 Route 9  
Wappingers Falls, NY 12590

Sample ID Number	4748-104	4748-105	4748-108	4748-109
Layer Number				
Lab ID Number	2836359	2836360	2836361	2836362
Sample Location	Lower Roof, 3rd Layer	Lower Roof, 3rd Layer	Lower Roof, Building Flashing	Lower Roof, Building Flashing
Sample Description	Built-Up Roofing	Built-Up Roofing	Tar	Tar
Analytical Method	NOB Plm	NOB Plm	NOB Plm	NOB Plm
Appearance	Layered	Yes	Yes	Yes
	Homogenous	No	No	No
	Fibrous	Yes	Yes	Yes
	Color	Gray/Black	Black	Black
Asbestos Content	% Amosite	ND	ND	ND
	% Chrysotile	ND	1.7	< 0.4
	% Other	ND	ND	ND
	% Total Asbestos	ND Inconclusive	1.7	< 0.4 Inconclusive
Other Materials Present	% Organic	71.5	62.8	65.1
	% Carbonates	1.1	8.1	8.5
	% Other Inorganic	27.4	27.4	24.5
				35.5

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## Bulk Sample Results

RE: CPN 22-4748 - Mitchell Associates Architects, PLLC - Lewis Tompkins Hose Fire  
Station - 13 South Avenue - Beacon, NY

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Collected By : J. Mages/S. Conklin/K. Soltysiak  
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Date Analyzed : 06/24/2022  
Analyzed By : George Htay  
Signature :   
Analytical Method : NYS-DOH 198.6  
NVLAP Lab Code : 101646-0  
NYS Lab No. 10851

Client QuES&T, Inc.  
1376 Route 9  
Wappingers Falls, NY 12590

Sample ID Number	4748-110	4748-111	4748-114	4748-115
Layer Number				
Lab ID Number	2836363	2836364	2836365	2836366
Sample Location	Lower Roof, Building Flashing	Lower Roof, Building Flashing	Main Roof, Perimeter, Top Layer	Main Roof, Perimeter, Top Layer
Sample Description	Tar	Tar	EPDM	EPDM
Analytical Method	NOB Plm	NOB Plm	NOB Plm	NOB Plm
Appearance	Layered Homogenous Fibrous Color	Yes No Yes Black	No Yes No Black	No Yes No Black
Asbestos Content	% Amosite % Chrysotile % Other	ND 1.4 ND	ND 0.8 ND	ND ND ND
	% Total Asbestos	1.4	0.8 Inconclusive	ND Inconclusive
Other Materials Present	% Organic % Carbonates % Other Inorganic	66.9 6.0 25.7	77.0 5.0 17.2	91.6 2.0 6.4
				91.7 1.0 7.3

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## Bulk Sample Results

RE: CPN 22-4748 - Mitchell Associates Architects, PLLC - Lewis Tompkins Hose Fire  
Station - 13 South Avenue - Beacon, NY

Date Collected : 06/17/2022  
Collected By : J. Mages/S. Conklin/K. Soltysiak  
Date Received : 06/21/2022  
Date Analyzed : 06/24/2022  
Analyzed By : George Htay  
Signature :   
Analytical Method : NYS-DOH 198.6  
NVLAP Lab Code : 101646-0  
NYS Lab No. 10851

Client QuES&T, Inc.  
1376 Route 9  
Wappingers Falls, NY 12590

Sample ID Number	4748-116	4748-117	4748-118	4748-119
Layer Number				
Lab ID Number	2836367	2836368	2836369	2836370
Sample Location	Main Roof, 2nd Layer	Main Roof, 2nd Layer	Main Roof, 3rd Layer	Main Roof, 3rd Layer
Sample Description	ISO Foam	ISO Foam	Built-Up Roofing	Built-Up Roofing
Analytical Method	NOB Plm	NOB Plm	NOB Plm	NOB Plm
Appearance	Layered Homogenous Fibrous Color	No Yes No Yellow	Yes No Yes Black/Brown	Yes No Yes Black/Brown
Asbestos Content	% Amosite % Chrysotile % Other	ND ND ND	ND ND ND	ND ND ND
	% Total Asbestos	ND	ND Inconclusive	ND Inconclusive
Other Materials Present	% Organic % Carbonates % Other Inorganic	99.8 ND 0.2	99.2 0.6 0.2	94.9 0.6 4.5
				91.9 1.3 6.8

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## Bulk Sample Results

RE: CPN 22-4748 - Mitchell Associates Architects, PLLC - Lewis Tompkins Hose Fire  
Station - 13 South Avenue - Beacon, NY

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Analyzed By : George Htay  
Signature :   
Analytical Method : NYS-DOH 198.6  
NVLAP Lab Code : 101646-0  
NYS Lab No. 10851

Client QuES&T, Inc.  
1376 Route 9  
Wappingers Falls, NY 12590

Sample ID Number	4748-122	4748-123	4748-126	4748-127
Layer Number				
Lab ID Number	2836371	2836372	2836373	2836374
Sample Location	Main Roof, Perimeter, 2nd Layer	Main Roof, Perimeter, 2nd Layer	Main Roof, Termination Bar	Main Roof, Termination Bar
Sample Description	Tar	Tar	Caulk	Caulk
Analytical Method	NOB Plm	NOB Plm	NOB Plm	NOB Plm
Appearance	Layered	Yes	No	No
	Homogenous	No	Yes	Yes
	Fibrous	Yes	No	No
	Color	Black/Brown	Clear	Clear
Asbestos Content	% Amosite	ND	ND	ND
	% Chrysotile	4.6	3.5	ND
	% Other	ND	ND	ND
	% Total Asbestos	4.6	3.5	ND Inconclusive
Other Materials Present	% Organic	65.8	69.8	72.2
	% Carbonates	5.3	6.7	0.6
	% Other Inorganic	24.3	20.0	27.2
				48.3

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**Bulk Sample Results**

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Station - 13 South Avenue - Beacon, NY

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Analyzed By : George Htay  
Signature :   
Analytical Method : NYS-DOH 198.6  
NVLAP Lab Code : 101646-0  
NYS Lab No. 10851

Client QuES&T, Inc.  
1376 Route 9  
Wappingers Falls, NY 12590

Sample ID Number	4748-128	4748-129	4748-130	4748-131
Layer Number				
Lab ID Number	2836375	2836376	2836377	2836378
Sample Location	Main Roof, Perimeter Flashing	Main Roof, Perimeter Flashing	Main Roof, Metal Louver to Stucco	Main Roof, Metal Louver to Stucco
Sample Description	Caulk	Caulk	Caulk	Caulk
Analytical Method	NOB Plm	NOB Plm	NOB Plm	NOB Plm
Appearance	Layered Homogenous Fibrous Color	No Yes No Gray/Black	No Yes No White	No Yes No White
Asbestos Content	% Amosite % Chrysotile % Other	ND ND ND	ND ND ND	ND ND ND
	% Total Asbestos	ND Inconclusive	ND Inconclusive	ND Inconclusive
Other Materials Present	% Organic % Carbonates % Other Inorganic	26.0 47.2 26.8	24.6 48.5 26.9	71.1 6.1 22.8
				74.1 0.6 25.3

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## Bulk Sample Results

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Analyzed By : George Htay  
Signature :   
Analytical Method : NYS-DOH 198.6  
NVLAP Lab Code : 101646-0  
NYS Lab No. 10851

Client QuES&T, Inc.  
1376 Route 9  
Wappingers Falls, NY 12590

Sample ID Number	4748-132	4748-133	4748-134	4748-135
Layer Number				
Lab ID Number	2836379	2836380	2836381	2836382
Sample Location	Top Roof, Field, Top Layer	Top Roof, Field, Top Layer	Top Roof, Field, 2nd Layer	Top Roof, Field, 2nd Layer
Sample Description	EPDM	EPDM	ISO	ISO
Analytical Method	NOB Plm	NOB Plm	NOB Plm	NOB Plm
Appearance	Layered Homogenous Fibrous Color	No Yes Yes Black/Brown	Yes No Yes Black/Yellow	Yes No Yes Black/Yellow
Asbestos Content	% Amosite % Chrysotile % Other	ND ND ND	ND ND ND	ND ND ND
	% Total Asbestos	ND Inconclusive	ND Inconclusive	ND Inconclusive
Other Materials Present	% Organic % Carbonates % Other Inorganic	90.6 1.7 7.7	91.4 1.6 7.0	98.3 0.6 1.1
				92.3 6.2 1.5


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Analytical Method : NYS-DOH 198.6  
NVLAP Lab Code : 101646-0  
NYS Lab No. 10851

Client QuES&T, Inc.  
1376 Route 9  
Wappingers Falls, NY 12590

Sample ID Number	4748-136	4748-137	4748-140	4748-141
Layer Number				
Lab ID Number	2836383	2836384	2836385	2836386
Sample Location	Top Roof, Field, 3rd Layer	Top Roof, Field, 3rd Layer	Top Roof, Termination Bar	Top Roof, Termination Bar
Sample Description	Built-Up Roofing	Built-Up Roofing	Caulk	Caulk
Analytical Method	NOB Plm	NOB Plm	NOB Plm	NOB Plm
Appearance	Layered	Yes	No	No
	Homogenous	No	Yes	Yes
	Fibrous	Yes	No	No
	Color	Black	Black	Black
Asbestos Content	% Amosite	ND	ND	ND
	% Chrysotile	ND	1.7	1.5
	% Other	ND	ND	ND
	% Total Asbestos	ND Inconclusive	1.7	1.5
Other Materials Present	% Organic	76.8	72.4	71.6
	% Carbonates	3.7	4.4	5.2
	% Other Inorganic	19.5	21.5	21.7

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Analyzed By : George Htay  
Signature :   
Analytical Method : NYS-DOH 198.6  
NVLAP Lab Code : 101646-0  
NYS Lab No. 10851

Client QuES&T, Inc.  
1376 Route 9  
Wappingers Falls, NY 12590

Sample ID Number	4748-142	4748-143	4748-144	4748-145
Layer Number				
Lab ID Number	2836387	2836388	2836389	2836390
Sample Location	Top Roof, Under Metal Coping	Top Roof, Under Metal Coping	Top Roof, On Siren Footing, Pitch Pocket	Top Roof, On Siren Footing, Pitch Pocket
Sample Description	Tar	Tar	Tar	Tar
Analytical Method	NOB Plm	NOB Plm	NOB Plm	NOB Plm
Appearance	Layered Homogenous Fibrous Color	No Yes Yes Black	No Yes Yes Black	No Yes Yes Black
Asbestos Content	% Amosite % Chrysotile % Other	ND 1.0 ND	ND 0.6 ND	ND ND ND
	% Total Asbestos	1.0 Inconclusive	0.6 Inconclusive	ND Inconclusive
Other Materials Present	% Organic % Carbonates % Other Inorganic	71.7 6.9 20.4	63.6 6.1 29.7	75.4 10.4 14.2
				75.5 5.3 19.2


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Station - 13 South Avenue - Beacon, NY

Date Collected : 06/17/2022  
Collected By : J. Mages/S. Conklin/K. Soltysiak  
Date Received : 06/21/2022  
Date Analyzed : 06/27/2022  
Analyzed By : Fahrudin Lalic  
Signature :   
Analytical Method : NYS-DOH 198.4  
NVLAP Lab Code : 101646-0  
NYS Lab No. 10851

Client QuES&T, Inc.  
1376 Route 9  
Wappingers Falls, NY 12590


Sample ID Number		4748-03	4748-03	4748-04	4748-04
Layer Number		1	2	1	2
Lab ID Number		2836313	2836313	2836314	2836314
Sample Location		Ground Floor, Storage Room	Ground Floor, Storage Room	Ground Floor, Storage Room	Ground Floor, Storage Room
Sample Description		Floor Tile and Mastic (Tile Layer)	Floor Tile and Mastic (Mastic Layer)	Floor Tile and Mastic (Tile Layer)	Floor Tile and Mastic (Mastic Layer)
Analytical Method		NOB Tem	NOB Tem	NOB Tem	NOB Tem
Appearance	Layered	No	No	No	No
	Homogenous	Yes	Yes	Yes	Yes
	Fibrous	No	No	No	No
	Color	Gray	Tan	Gray	Tan
Asbestos Content	% Amosite	ND	ND	ND	ND
	% Chrysotile	14.7	ND	18.5	ND
	% Other	ND	ND	ND	ND
	% Total Asbestos	14.7	ND	18.5	ND
Other Materials Present	% Organic	22.1	93.5	22.4	94.5
	% Carbonates	29.0	4.4	31.4	4.0
	% Other Inorganic	34.2	2.1	27.7	1.5

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**Bulk Sample Results**

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Station - 13 South Avenue - Beacon, NY

Date Collected : 06/17/2022  
Collected By : J. Mages/S. Conklin/K. Soltysiak  
Date Received : 06/21/2022  
Date Analyzed : 06/27/2022  
Analyzed By : Fahrudin Lalic  
Signature :   
Analytical Method : NYS-DOH 198.4  
NVLAP Lab Code : 101646-0  
NYS Lab No. 10851

Client QuES&T, Inc.  
1376 Route 9  
Wappingers Falls, NY 12590

Sample ID Number		4748-05	4748-06	4748-15	4748-16
Layer Number					
Lab ID Number		2836315	2836316	2836317	2836318
Sample Location		Ground Floor, Kitchen, 2' x 2' Suspended Ceiling	Ground Floor, Kitchen, 2' x 2' Suspended Ceiling	Ground Floor, Utility Closet, On Sheetrock Wall	Ground Floor, Utility Closet, On Sheetrock Wall
Sample Description		Ceiling Tile	Ceiling Tile	Ceramic Wall Tile, Grout, Adhesive (Adhesive Layer)	Ceramic Wall Tile, Grout, Adhesive (Adhesive Layer)
Analytical Method		NOB Tem	NOB Tem	NOB Tem	NOB Tem
Appearance	Layered	No	No	No	No
	Homogenous	Yes	Yes	Yes	Yes
	Fibrous	Yes	Yes	No	No
	Color	Gray/White	Gray/White	Tan	Tan
Asbestos Content	% Amosite	ND	ND	ND	ND
	% Chrysotile	ND	ND	ND	ND
	% Other	ND	ND	ND	ND
	% Total Asbestos	ND	ND	ND	ND
Other Materials Present	% Organic	11.2	12.2	49.0	46.1
	% Carbonates	49.5	44.4	9.0	24.2
	% Other Inorganic	39.3	43.4	42.0	29.7


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Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.

AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936



**Bulk Sample Results**

RE: CPN 22-4748 - Mitchell Associates Architects, PLLC - Lewis Tompkins Hose Fire  
Station - 13 South Avenue - Beacon, NY

Date Collected : 06/17/2022  
Collected By : J. Mages/S. Conklin/K. Soltysiak  
Date Received : 06/21/2022  
Date Analyzed : 06/27/2022  
Analyzed By : Fahrudin Lalic  
Signature :   
Analytical Method : NYS-DOH 198.4  
NVLAP Lab Code : 101646-0  
NYS Lab No. 10851

Client QuES&T, Inc.  
1376 Route 9  
Wappingers Falls, NY 12590


Sample ID Number		4748-17	4748-18	4748-19	4748-20
Layer Number				2	2
Lab ID Number		2836319	2836320	2836321	2836322
Sample Location		Ground Floor, Utility Closet, Wall, On Ceramic Tile	Ground Floor, Utility Closet, Wall, On Ceramic Tile	Ground Floor, Storage Room	Ground Floor, Storage Room
Sample Description		Adhesive	Adhesive	Cove Base Molding & Adhesive (Adhesive Layer)	Cove Base Molding & Adhesive (Adhesive Layer)
Analytical Method		NOB Tem	NOB Tem	NOB Tem	NOB Tem
Appearance	Layered	No	No	No	No
	Homogenous	Yes	Yes	Yes	Yes
	Fibrous	No	No	No	No
	Color	Tan	Tan	Brown	Brown
Asbestos Content	% Amosite	ND	ND	ND	ND
	% Chrysotile	ND	ND	ND	ND
	% Other	ND	ND	ND	ND
	% Total Asbestos	ND	ND	ND	ND
Other Materials Present	% Organic	45.7	55.8	54.6	50.9
	% Carbonates	8.6	19.5	10.6	10.2
	% Other Inorganic	45.7	24.7	34.8	38.9

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**Bulk Sample Results**

RE: CPN 22-4748 - Mitchell Associates Architects, PLLC - Lewis Tompkins Hose Fire  
Station - 13 South Avenue - Beacon, NY

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Analyzed By : Fahrudin Lalic  
Signature :   
Analytical Method : NYS-DOH 198.4  
NVLAP Lab Code : 101646-0  
NYS Lab No. 10851


Client QuES&T, Inc.  
1376 Route 9  
Wappingers Falls, NY 12590

Sample ID Number	4748-27	4748-27	4748-28	4748-28
Layer Number	1	2	1	2
Lab ID Number	2836325	2836325	2836326	2836326
Sample Location	Main Floor, TV Room, Floor	Main Floor, TV Room, Floor	Main Floor, TV Room, Floor	Main Floor, TV Room, Floor
Sample Description	Floor Tile & Mastic (Tile Layer)	Floor Tile & Mastic (Mastic Layer)	Floor Tile & Mastic (Tile Layer)	Floor Tile & Mastic (Mastic Layer)
Analytical Method	NOB Tem	NOB Tem	NOB Tem	NOB Tem
Appearance	Layered Homogenous Fibrous Color	No Yes No White	No Yes No White	No Yes No Tan
Asbestos Content	% Amosite % Chrysotile % Other  % Total Asbestos	ND 11.4 ND  11.4	ND ND ND  ND	ND ND ND  ND
Other Materials Present	% Organic % Carbonates % Other Inorganic	26.7 35.2 26.7	89.5 8.4 2.1	26.9 42.5 23.0

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**Bulk Sample Results**

RE: CPN 22-4748 - Mitchell Associates Architects, PLLC - Lewis Tompkins Hose Fire  
Station - 13 South Avenue - Beacon, NY

Date Collected : 06/17/2022  
Collected By : J. Mages/S. Conklin/K. Soltysiak  
Date Received : 06/21/2022  
Date Analyzed : 06/27/2022  
Analyzed By : Fahrudin Lalic  
Signature :   
Analytical Method : NYS-DOH 198.4  
NVLAP Lab Code : 101646-0  
NYS Lab No. 10851

Client QuES&T, Inc.  
1376 Route 9  
Wappingers Falls, NY 12590


Sample ID Number		4748-29	4748-29	4748-30	4748-30
Layer Number		1	2	1	2
Lab ID Number		2836327	2836327	2836328	2836328
Sample Location		Main Floor, Wall	Main Floor, Wall	Main Floor, Wall	Main Floor, Wall
Sample Description		Cove Base (Blue) & Adhesive (Cove Base Layer)	Cove Base (Blue) & Adhesive (Adhesive Layer)	Cove Base (Blue) & Adhesive (Cove Base Layer)	Cove Base (Blue) & Adhesive (Adhesive Layer)
Analytical Method		NOB Tem	NOB Tem	NOB Tem	NOB Tem
Appearance	Layered	No	No	No	No
	Homogenous	Yes	Yes	Yes	Yes
	Fibrous	No	No	No	No
	Color	Blue	Tan	Blue	Tan
Asbestos Content	% Amosite	ND	ND	ND	ND
	% Chrysotile	ND	ND	ND	ND
	% Other	ND	ND	ND	ND
	% Total Asbestos	ND	ND	ND	ND
Other Materials Present	% Organic	55.1	46.2	58.4	36.4
	% Carbonates	41.8	30.1	37.8	47.8
	% Other Inorganic	3.1	23.7	3.8	15.8

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**Bulk Sample Results**

RE: CPN 22-4748 - Mitchell Associates Architects, PLLC - Lewis Tompkins Hose Fire  
Station - 13 South Avenue - Beacon, NY

Date Collected : 06/17/2022  
Collected By : J. Mages/S. Conklin/K. Soltysiak  
Date Received : 06/21/2022  
Date Analyzed : 06/27/2022  
Analyzed By : Fahrudin Lalic  
Signature :   
Analytical Method : NYS-DOH 198.4  
NVLAP Lab Code : 101646-0  
NYS Lab No. 10851

Client QuES&T, Inc.  
1376 Route 9  
Wappingers Falls, NY 12590


Sample ID Number	4748-31	4748-31	4748-32	4748-32
Layer Number	1	2	1	2
Lab ID Number	2836329	2836329	2836330	2836330
Sample Location	Main Floor, Utility Room 1	Main Floor, Utility Room 1	Main Floor, Utility Room 1	Main Floor, Utility Room 1
Sample Description	Floor Tile & Mastic (Tile Layer)	Floor Tile & Mastic (Mastic Layer)	Floor Tile & Mastic (Tile Layer)	Floor Tile & Mastic (Mastic Layer)
Analytical Method	NOB Tem	NOB Tem	NOB Tem	NOB Tem
Appearance	Layered Homogenous Fibrous Color	No Yes No Gray	No Yes No Black/Tan	No Yes No Black/Tan
Asbestos Content	% Amosite % Chrysotile % Other  % Total Asbestos	ND ND ND  5.4	ND ND ND  ND	ND 4.8 ND  4.8
Other Materials Present	% Organic % Carbonates % Other Inorganic	25.8 52.0 22.2	38.4 34.8 21.4	25.7 46.3 28.0
				39.4 36.8 19.0

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**Eastern Analytical Services, Inc.****Bulk Sample Results**

RE: CPN 22-4748 - Mitchell Associates Architects, PLLC - Lewis Tompkins Hose Fire  
Station - 13 South Avenue - Beacon, NY

Date Collected : 06/17/2022  
Collected By : J. Mages/S. Conklin/K. Soltysiak  
Date Received : 06/21/2022  
Date Analyzed : 06/27/2022  
Analyzed By : Fahrudin Lalic  
Signature :   
Analytical Method : NYS-DOH 198.4  
NVLAP Lab Code : 101646-0  
NYS Lab No. 10851

Client QuES&T, Inc.  
1376 Route 9  
Wappingers Falls, NY 12590


Sample ID Number		4748-35	4748-36	4748-37	4748-38
Layer Number					
Lab ID Number		2836331	2836332	2836333	2836334
Sample Location		Main Floor, TV Room Door, Metal to Plywood	Main Floor, TV Room Door, Metal to Plywood	Main Floor, Near Bar, Window, Metal to Glass	Main Floor Bathroom, Near Bar, Window, Metal to Glass
Sample Description		Caulk	Caulk	Caulk	Caulk
Analytical Method		NOB Tem	NOB Tem	NOB Tem	NOB Tem
Appearance	Layered	No	No	No	No
	Homogenous	Yes	Yes	Yes	Yes
	Fibrous	No	No	No	No
	Color	Brown/Beige	Brown/Beige	White	White
Asbestos Content	% Amosite	ND	ND	ND	ND
	% Chrysotile	ND	ND	ND	ND
	% Other	ND	ND	ND	ND
	% Total Asbestos	ND	ND	ND	ND
Other Materials Present	% Organic	52.9	53.2	78.5	61.5
	% Carbonates	26.3	24.0	2.6	3.2
	% Other Inorganic	20.8	22.8	18.9	35.3

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Station - 13 South Avenue - Beacon, NY

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Collected By : J. Mages/S. Conklin/K. Soltysiak  
Date Received : 06/21/2022  
Date Analyzed : 06/27/2022  
Analyzed By : Fahrudin Lalic  
Signature :   
Analytical Method : NYS-DOH 198.4  
NVLAP Lab Code : 101646-0  
NYS Lab No. 10851

Client QuES&T, Inc.  
1376 Route 9  
Wappingers Falls, NY 12590


Sample ID Number		4748-45	4748-46	4748-47	4748-51
Layer Number				2	2
Lab ID Number		2836335	2836336	2836337	2836338
Sample Location		Ground Floor, Vestibule, 2' x 2' Suspended Ceiling	Ground Floor, Vestibule, 2' x 2' Suspended Ceiling	Ground Floor, Vestibule, 9D Side, On Sheetrock Wall, White, 4"	Ground Floor, Vestibule, 9D Side, On Sheetrock Wall, White, 4"
Sample Description		Ceiling Tile	Ceiling Tile	Cove Base Molding & Adhesive (Adhesive Layer)	Cove Base Molding & Adhesive (Adhesive Layer)
Analytical Method		NOB Tem	NOB Tem	NOB Tem	NOB Tem
Appearance	Layered	Yes	Yes	No	No
	Homogenous	No	No	Yes	Yes
	Fibrous	Yes	Yes	No	No
	Color	Gray/White/Beige	Gray/White/Beige	Brown	Brown
Asbestos Content	% Amosite	ND	ND	ND	ND
	% Chrysotile	ND	ND	ND	ND
	% Other	ND	ND	ND	ND
	% Total Asbestos	ND	ND	ND	ND
Other Materials Present	% Organic	28.4	26.4	61.2	56.8
	% Carbonates	10.6	14.5	2.5	3.2
	% Other Inorganic	61.0	59.1	36.3	40.0

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**Eastern Analytical Services, Inc.****Bulk Sample Results**

RE: CPN 22-4748 - Mitchell Associates Architects, PLLC - Lewis Tompkins Hose Fire  
Station - 13 South Avenue - Beacon, NY

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Analyzed By : Fahrudin Lalic  
Signature :   
Analytical Method : NYS-DOH 198.4  
NVLAP Lab Code : 101646-0  
NYS Lab No. 10851

Client QuES&T, Inc.  
1376 Route 9  
Wappingers Falls, NY 12590


Sample ID Number		4748-55	4748-56	4748-63	4748-64
Layer Number					
Lab ID Number		2836339	2836340	2836341	2836342
Sample Location		Ground Floor, Kitchen, Counter	Ground Floor, Kitchen, Counter	Ground Floor, Air Handler Room	Ground Floor, Air Handler Room
Sample Description		Formica	Formica	Vibration Dampener	Vibration Dampener
Analytical Method		NOB Tem	NOB Tem	NOB Tem	NOB Tem
Appearance	Layered	Yes	Yes	No	No
	Homogenous	No	No	Yes	Yes
	Fibrous	No	No	Yes	Yes
	Color	Tan/Brown	Tan/Brown	Black	Black
Asbestos Content	% Amosite	ND	ND	ND	ND
	% Chrysotile	ND	ND	ND	ND
	% Other	ND	ND	ND	ND
	% Total Asbestos	ND	ND	ND	ND
Other Materials Present	% Organic	96.8	96.5	41.5	42.4
	% Carbonates	0.9	1.2	3.8	5.0
	% Other Inorganic	2.3	2.3	54.7	52.6

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RE: CPN 22-4748 - Mitchell Associates Architects, PLLC - Lewis Tompkins Hose Fire  
Station - 13 South Avenue - Beacon, NY

Date Collected : 06/17/2022  
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Date Received : 06/21/2022  
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Analyzed By : Fahrudin Lalic  
Signature :   
Analytical Method : NYS-DOH 198.4  
NVLAP Lab Code : 101646-0  
NYS Lab No. 10851


Client QuES&T, Inc.  
1376 Route 9  
Wappingers Falls, NY 12590

Sample ID Number	4748-65	4748-66	4748-74	4748-75
Layer Number				
Lab ID Number	2836343	2836344	2836345	2836346
Sample Location	Ground Floor, Floor in Front of Fireplace	Ground Floor, Floor in Front of Fireplace	Ground Floor, Electrical Room, On Metal HVAC Duct	Ground Floor, Electrical Room, On Metal HVAC Duct
Sample Description	Fireplace Flooring	Fireplace Flooring	Pin Mastic	Pin Mastic
Analytical Method	NOB Tem	NOB Tem	NOB Tem	NOB Tem
Appearance	Layered Homogenous Fibrous Color	Yes No No Gray/Brown	No Yes Yes Yellow	No Yes Yes Yellow
Asbestos Content	% Amosite % Chrysotile % Other	ND 16.6 ND	ND 19.5 ND	ND ND ND
	% Total Asbestos	16.6	19.5	ND
Other Materials Present	% Organic % Carbonates % Other Inorganic	25.1 33.6 24.7	24.2 27.2 29.1	96.1 1.2 2.7

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Analyzed By : Fahrudin Lalic  
Signature :   
Analytical Method : NYS-DOH 198.4  
NVLAP Lab Code : 101646-0  
NYS Lab No. 10851

Client QuES&T, Inc.  
1376 Route 9  
Wappingers Falls, NY 12590

Sample ID Number		4748-86	4748-87	4748-88	4748-89
Layer Number					
Lab ID Number		2836347	2836348	2836349	2836350
Sample Location		Exterior Basement Doors, West Facade, Metal Doorcase to Stucco	Exterior Basement Doors, West Facade, Metal Doorcase to Stucco	Main Floor, Custodial Closet, Around Slopink to Floor Tile	Main Floor, Custodial Closet, Around Slopink to Floor Tile
Sample Description		Caulk	Caulk	Caulk	Caulk
Analytical Method		NOB Tem	NOB Tem	NOB Tem	NOB Tem
Appearance	Layered	No	No	No	No
	Homogenous	Yes	Yes	Yes	Yes
	Fibrous	No	No	No	No
	Color	Gray	Gray	Pink	Pink
Asbestos Content	% Amosite	ND	ND	ND	ND
	% Chrysotile	ND	ND	ND	ND
	% Other	ND	ND	ND	ND
	% Total Asbestos	ND	ND	ND	ND
Other Materials Present	% Organic	71.1	72.1	31.2	31.4
	% Carbonates	19.5	19.5	54.2	56.5
	% Other Inorganic	9.4	8.4	14.6	12.1


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## Bulk Sample Results

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Date Received : 06/21/2022  
Date Analyzed : 06/27/2022  
Analyzed By : Fahrudin Lalic  
Signature :   
Analytical Method : NYS-DOH 198.4  
NVLAP Lab Code : 101646-0  
NYS Lab No. 10851


Client QuES&T, Inc.  
1376 Route 9  
Wappingers Falls, NY 12590

Sample ID Number	4748-90	4748-90	4748-91	4748-91
Layer Number	1	2	1	2
Lab ID Number	2836351	2836351	2836352	2836352
Sample Location	Stairwell, On Stairs	Stairwell, On Stairs	Stairwell, On Stairs	Stairwell, On Stairs
Sample Description	Tread and Adhesive (Tread Layer)	Tread and Adhesive (Adhesive Layer)	Tread and Adhesive (Tread Layer)	Tread and Adhesive (Adhesive Layer)
Analytical Method	NOB Tem	NOB Tem	NOB Tem	NOB Tem
Appearance	Layered Homogenous Fibrous Color	No Yes No Brown	No Yes No Brown	No Yes No Tan
Asbestos Content	% Amosite % Chrysotile % Other  % Total Asbestos	ND ND ND  ND	ND 18.6 ND  ND	ND 14.3 ND  14.3
Other Materials Present	% Organic % Carbonates % Other Inorganic	31.5 29.1 39.4	40.9 12.5 28.0	31.5 22.7 45.8
				42.7 21.6 21.4

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**Bulk Sample Results**

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Date Received : 06/21/2022  
Date Analyzed : 06/27/2022  
Analyzed By : Fahrudin Lalic  
Signature :   
Analytical Method : NYS-DOH 198.4  
NVLAP Lab Code : 101646-0  
NYS Lab No. 10851

Client QuES&T, Inc.  
1376 Route 9  
Wappingers Falls, NY 12590


Sample ID Number		4748-94	4748-95	4748-100	4748-101
Layer Number					
Lab ID Number		2836353	2836354	2836355	2836356
Sample Location		Truck Bay, Door to Offices, Metal to Block and Mortar	Truck Bay, Door to Offices, Metal to Block and Mortar	Lower Roof, Top Layer	Lower Roof, Top Layer
Sample Description		Caulk	Caulk	EPDM	EPDM
Analytical Method		NOB Tem	NOB Tem	NOB Tem	NOB Tem
Appearance	Layered	No	No	No	No
	Homogenous	Yes	Yes	Yes	Yes
	Fibrous	No	No	No	No
	Color	Black/Red	Black/Red	Black	Black
Asbestos Content	% Amosite	ND	ND	ND	ND
	% Chrysotile	ND	ND	ND	ND
	% Other	ND	ND	ND	ND
	% Total Asbestos	ND	ND	ND	ND
Other Materials Present	% Organic	38.7	32.8	91.3	91.1
	% Carbonates	56.1	52.7	1.2	1.3
	% Other Inorganic	5.2	14.5	7.5	7.6

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Station - 13 South Avenue - Beacon, NY

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Collected By : J. Mages/S. Conklin/K. Soltysiak  
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Analyzed By : Fahrudin Lalic  
Signature :   
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NVLAP Lab Code : 101646-0  
NYS Lab No. 10851

Client QuES&T, Inc.  
1376 Route 9  
Wappingers Falls, NY 12590


Sample ID Number		4748-104	4748-109	4748-111	4748-114
Layer Number					
Lab ID Number		2836359	2836362	2836364	2836365
Sample Location		Lower Roof, 3rd Layer	Lower Roof, Building Flashing	Lower Roof, Building Flashing	Main Roof, Perimeter, Top Layer
Sample Description		Built-Up Roofing	Tar	Tar	EPDM
Analytical Method		NOB Tem	NOB Tem	NOB Tem	NOB Tem
Appearance	Layered	Yes	Yes	Yes	No
	Homogenous	No	No	No	Yes
	Fibrous	Yes	Yes	Yes	No
	Color	Gray/Black	Black	Black	Black
Asbestos Content	% Amosite	ND	ND	ND	ND
	% Chrysotile	ND	3.5	9.0	ND
	% Other	ND	ND	ND	ND
	% Total Asbestos	ND	3.5	9.0	ND
Other Materials Present	% Organic	71.5	62.2	77.0	91.6
	% Carbonates	1.1	2.3	5.0	2.0
	% Other Inorganic	27.4	32.0	9.0	6.4

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. Samples received in acceptable condition unless otherwise noted. ND = Not Detected.  
Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.  
AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936



**Bulk Sample Results**

RE: CPN 22-4748 - Mitchell Associates Architects, PLLC - Lewis Tompkins Hose Fire  
Station - 13 South Avenue - Beacon, NY

Date Collected : 06/17/2022  
Collected By : J. Mages/S. Conklin/K. Soltysiak  
Date Received : 06/21/2022  
Date Analyzed : 06/27/2022  
Analyzed By : Fahrudin Lalic  
Signature :   
Analytical Method : NYS-DOH 198.4  
NVLAP Lab Code : 101646-0  
NYS Lab No. 10851


Client QuES&T, Inc.  
1376 Route 9  
Wappingers Falls, NY 12590

Sample ID Number	4748-115	4748-118	4748-119	4748-126
Layer Number				
Lab ID Number	2836366	2836369	2836370	2836373
Sample Location	Main Roof, Perimeter, Top Layer	Main Roof, 3rd Layer	Main Roof, 3rd Layer	Main Roof, Termination Bar
Sample Description	EPDM	Built-Up Roofing	Built-Up Roofing	Caulk
Analytical Method	NOB Tem	NOB Tem	NOB Tem	NOB Tem
Appearance	Layered Homogenous Fibrous Color	No Yes No Black	Yes No Yes Black/Brown	No Yes No Clear
Asbestos Content	% Amosite % Chrysotile % Other	ND ND ND	ND ND ND	ND ND ND
	% Total Asbestos	ND	ND	ND
Other Materials Present	% Organic % Carbonates % Other Inorganic	91.7 1.0 7.3	94.9 0.6 4.5	91.9 1.3 6.8
				72.2 0.6 27.2

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. Samples received in acceptable condition unless otherwise noted. ND = Not Detected.  
Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.  
AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

**Bulk Sample Results**

RE: CPN 22-4748 - Mitchell Associates Architects, PLLC - Lewis Tompkins Hose Fire  
Station - 13 South Avenue - Beacon, NY

Date Collected : 06/17/2022  
Collected By : J. Mages/S. Conklin/K. Soltysiak  
Date Received : 06/21/2022  
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Analyzed By : Fahrudin Lalic  
Signature :   
Analytical Method : NYS-DOH 198.4  
NVLAP Lab Code : 101646-0  
NYS Lab No. 10851

Client QuES&T, Inc.  
1376 Route 9  
Wappingers Falls, NY 12590


Sample ID Number		4748-127	4748-128	4748-129	4748-130
Layer Number					
Lab ID Number		2836374	2836375	2836376	2836377
Sample Location		Main Roof, Termination Bar	Main Roof, Perimeter Flashing	Main Roof, Perimeter Flashing	Main Roof, Metal Louwer to Stucco
Sample Description		Caulk	Caulk	Caulk	Caulk
Analytical Method		NOB Tem	NOB Tem	NOB Tem	NOB Tem
Appearance	Layered	No	No	No	No
	Homogenous	Yes	Yes	Yes	Yes
	Fibrous	No	No	No	No
	Color	Clear	Gray/Black	Gray/Black	White
Asbestos Content	% Amosite	ND	ND	ND	ND
	% Chrysotile	ND	ND	ND	ND
	% Other	ND	ND	ND	ND
	% Total Asbestos	ND	ND	ND	ND
Other Materials Present	% Organic	49.9	26.0	24.6	71.1
	% Carbonates	1.8	47.2	48.5	6.1
	% Other Inorganic	48.3	26.8	26.9	22.8

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. Samples received in acceptable condition unless otherwise noted. ND = Not Detected.  
Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.

AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

**Bulk Sample Results**

RE: CPN 22-4748 - Mitchell Associates Architects, PLLC - Lewis Tompkins Hose Fire  
Station - 13 South Avenue - Beacon, NY

Date Collected : 06/17/2022  
Collected By : J. Mages/S. Conklin/K. Soltysiak  
Date Received : 06/21/2022  
Date Analyzed : 06/27/2022  
Analyzed By : Fahrudin Lalic  
Signature :   
Analytical Method : NYS-DOH 198.4  
NVLAP Lab Code : 101646-0  
NYS Lab No. 10851

Client QuES&T, Inc.  
1376 Route 9  
Wappingers Falls, NY 12590

Sample ID Number		4748-131	4748-132	4748-133	4748-134
Layer Number					
Lab ID Number		2836378	2836379	2836380	2836381
Sample Location		Main Roof, Metal Louver to Stucco	Top Roof, Field, Top Layer	Top Roof, Field, Top Layer	Top Roof, Field, 2nd Layer
Sample Description		Caulk	EPDM	EPDM	ISO
Analytical Method		NOB Tem	NOB Tem	NOB Tem	NOB Tem
Appearance	Layered	No	No	No	Yes
	Homogenous	Yes	Yes	Yes	No
	Fibrous	No	Yes	Yes	Yes
	Color	White	Black/Brown	Black/Brown	Black/Yellow
Asbestos Content	% Amosite	ND	ND	ND	ND
	% Chrysotile	ND	ND	ND	ND
	% Other	ND	ND	ND	ND
	% Total Asbestos	ND	ND	ND	ND
Other Materials Present	% Organic	74.1	90.6	91.4	98.3
	% Carbonates	0.6	1.7	1.6	0.6
	% Other Inorganic	25.3	7.7	7.0	1.1


Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. Samples received in acceptable condition unless otherwise noted. ND = Not Detected.  
Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.

AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936



**Bulk Sample Results**

RE: CPN 22-4748 - Mitchell Associates Architects, PLLC - Lewis Tompkins Hose Fire  
Station - 13 South Avenue - Beacon, NY

Date Collected : 06/17/2022  
Collected By : J. Mages/S. Conklin/K. Soltysiak  
Date Received : 06/21/2022  
Date Analyzed : 06/27/2022  
Analyzed By : Fahrudin Lalic  
Signature :   
Analytical Method : NYS-DOH 198.4  
NVLAP Lab Code : 101646-0  
NYS Lab No. 10851


Client QuES&T, Inc.  
1376 Route 9  
Wappingers Falls, NY 12590

Sample ID Number		4748-135	4748-136	4748-137	4748-142
Layer Number					
Lab ID Number		2836382	2836383	2836384	2836387
Sample Location		Top Roof, Field, 2nd Layer	Top Roof, Field, 3rd Layer	Top Roof, Field, 3rd Layer	Top Roof, Under Metal Coping
Sample Description		ISO	Built-Up Roofing	Built-Up Roofing	Tar
Analytical Method		NOB Tem	NOB Tem	NOB Tem	NOB Tem
Appearance	Layered Homogenous Fibrous Color	Yes No Yes Black/Yellow	Yes No Yes Black	Yes No Yes Black	No Yes Yes Black
Asbestos Content	% Amosite	ND	ND	ND	ND
	% Chrysotile	ND	ND	ND	5.3
	% Other	ND	ND	ND	ND
	% Total Asbestos	ND	ND	ND	5.3
Other Materials Present	% Organic	92.3	76.8	84.0	71.7
	% Carbonates	6.2	3.7	2.9	6.9
	% Other Inorganic	1.5	19.5	13.1	16.1

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. Samples received in acceptable condition unless otherwise noted. ND = Not Detected.  
Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.  
AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

**Eastern Analytical Services, Inc.****Bulk Sample Results**

RE: CPN 22-4748 - Mitchell Associates Architects, PLLC - Lewis Tompkins Hose Fire  
Station - 13 South Avenue - Beacon, NY

Date Collected : 06/17/2022  
Collected By : J. Mages/S. Conklin/K. Soltysiak  
Date Received : 06/21/2022  
Date Analyzed : 06/27/2022  
Analyzed By : Fahrudin Lalic  
Signature :   
Analytical Method : NYS-DOH 198.4  
NVLAP Lab Code : 101646-0  
NYS Lab No. 10851

Client QuES&T, Inc.  
1376 Route 9  
Wappingers Falls, NY 12590

Sample ID Number	4748-143	4748-144	4748-145
Layer Number			
Lab ID Number	2836388	2836389	2836390
Sample Location	Top Roof, Under Metal Coping	Top Roof, On Siren Footing, Pitch Pocket	Top Roof, On Siren Footing, Pitch Pocket
Sample Description	Tar	Tar	Tar
Analytical Method	NOB Tem	NOB Tem	NOB Tem
Appearance	Layered Homogenous Fibrous Color	No Yes Yes Black	No Yes Yes Black
Asbestos Content	% Amosite % Chrysotile % Other  % Total Asbestos	ND 9.1 ND  9.1	ND ND ND  ND
Other Materials Present	% Organic % Carbonates  % Other Inorganic	63.6 6.1  21.2	75.4 10.4  14.2

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. Samples received in acceptable condition unless otherwise noted. ND = Not Detected.  
Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.  
AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936



**QUALITY ENVIRONMENTAL SOLUTIONS & TECHNOLOGIES, INC.**

**BULK SAMPLE FORM**

CLIENT: MITCHELL ASSOCIATES ARCHITECTS, PLLC      SAMPLED BY: J. MAGES, S. CONKLIN, K. SOLTYSIAK

ADDRESS: 29 THACHER PARK ROAD      DATE SAMPLED: 17-Jun-22

VOORHEESVILLE, NY 12186

CONTACT: CHIEF GARY VANVOORHIS      ANALYSIS METHOD: PLM/NOB/QTEM

PROJECT ID: LEWIS TOMPKINS HOSE FIRE STATION      TURN-AROUND TIME:          HOURS

13 SOUTH AVENUE BEACON, NY 12508      5 DAYS

PROJECT #: 22-4748               OTHER

SAMPLE # LAB#	LOCATION	SAMPLE DESCRIPTION	COMMENTS
4748-01	Ground Floor, Utility Room Floor, Under Tile	Concrete	
4748-02	Ground Floor, Utility Room Floor, Under Tile	Concrete	
4748-03	Ground Floor, Storage Room	Floor Tile and Mastic (Separate Layers)	
2836313			
4748-04	Ground Floor, Storage Room	Floor Tile and Mastic (Separate Layers)	
2836314			
4748-05	Ground Floor, Kitchen, 2'x2' Suspended Ceiling	Ceiling Tile	
2836315			
4748-06	Ground Floor, Kitchen, 2'x2' Suspended Ceiling	Ceiling Tile	
2836316			
4748-07	Stairwell, Wall	Joint Compound	
4748-08	Stairwell, Wall	Joint Compound	
4748-09	Ground Floor, Main Lobby, Wall	Joint Compound	
4748-10	Ground Floor, Main Lobby, Wall	Joint Compound	

CHAIN OF CUSTODY (SEE LAST PAGE)

SUBMITTED BY: 

DATE: 6/20/22

RECEIVED BY: 

DATE: 6/20/22

JUN 21 '22 8:53

**QUALITY ENVIRONMENTAL SOLUTIONS & TECHNOLOGIES, INC.**

**BULK SAMPLE FORM**

CLIENT: MITCHELL ASSOCIATES ARCHITECTS, PLLC      SAMPLED BY: J. MAGES, S. CONKLIN, K. SOLTYSIAK

ADDRESS: 29 THACHER PARK ROAD      DATE SAMPLED: 17-Jun-22

VOORHEESVILLE, NY 12186

CONTACT: CHIEF GARY VANVOORHIS      ANALYSIS METHOD: PLM/NOB/QTEM

PROJECT ID: LEWIS TOMPKINS HOSE FIRE STATION      TURN-AROUND TIME: \_\_\_\_\_ HOURS

13 SOUTH AVENUE BEACON, NY 12508      5 DAYS

PROJECT #: 22-4748      \_\_\_\_\_ OTHER

SAMPLE # LAB#	LOCATION	SAMPLE DESCRIPTION	COMMENTS
4748-11	Ground Floor, Main Lobby, Wall	Joint Compound	
4748-12	Ground Floor, Stairwell, Wall	Sheetrock	
4748-13	Stairwell, Wall	Sheetrock	
4748-14	Ground Floor, Kitchen, Fiberglass	Pipe Insulation (Confirmatory)	
4748-15 2836317	Ground Floor, Utility Closet, On Sheetrock Wall	Ceramic Wall Tile, Grout, Adhesive (Separate Layers)	
4748-16 2836318	Ground Floor, Utility Closet, on Sheetrock Wall	Ceramic Wall Tile, Grout, Adhesive (Separate Layers)	
4748-17 2836319	Ground Floor, Utility Closet, Wall, On Ceramic Tile	Adhesive	
4748-18 2836320	Ground Floor, Utility Closet, Wall, On Ceramic Tile	Adhesive	
4748-19 2836321	Ground Floor, Storage room	Cove Base Molding & Adhesive (Separate Layers)	
4748-20 2836322	Ground Floor, Storage room	Cove Base Molding & Adhesive (Separate Layers)	

**CHAIN OF CUSTODY (SEE LAST PAGE)**

SUBMITTED BY: [Signature]

DATE: 6/20/22

RECEIVED BY: [Signature]

DATE: 21 JUN 21 '22 9:53

CLIENT: MITCHELL ASSOCIATES ARCHITECTS, PLLCSAMPLED BY: J. MAGES, S. CONKLIN, K. SOLTYSIAKADDRESS: 29 THACHER PARK ROADDATE SAMPLED: 17-Jun-22VOORHEESVILLE, NY 12186CONTACT: CHIEF GARY VANVOORHISANALYSIS METHOD: PLM/NOB/QTEMPROJECT ID: LEWIS TOMPKINS HOSE FIRE STATION

TURN-AROUND TIME: \_\_\_\_\_ HOURS

13 SOUTH AVENUE BEACON, NY 125085 DAYSPROJECT #: 22-4748

OTHER

SAMPLE # LAB#	LOCATION	SAMPLE DESCRIPTION	COMMENTS
4748-21	Ground Floor, Stairwell, Ceiling	Textured Coat	3rd surfacing material sample #153
4748-22	Ground Floor, Stairwell, Ceiling	Textured Coat	
4748-23	Ground Floor, Utility Room, Floor	Ceramic Floor Tile & Grout (Separate Layers)	
4748-24	Ground Floor, Utility Room, Floor	Ceramic Floor Tile & Grout (Separate Layers)	
4748-25	Main Floor, Kitchen hallway, Underside of Sink	Anti-Sweat Tar	
2836323			
4748-26	Main Floor, Kitchen hallway, Underside of Sink	Anti-Sweat Tar	
2836324			
4748-27	Main Floor, TV Room, Floor	Floor Tile & Mastic (Separate layers)	
2836325			
4748-28	Main Floor, TV Room, Floor	Floor Tile & Mastic (Separate layers)	
2836326			
4748-29	Main Floor, Wall	Cove Base (Blue) & Adhesive (Separate layers)	
2836327			
4748-30	Main Floor, Wall	Cove Base (Blue) & Adhesive (Separate layers)	
2836328			

CHAIN OF CUSTODY (SEE LAST PAGE)

SUBMITTED BY: [Signature]DATE: 6/20/22RECEIVED BY: [Signature]DATE: JUN 21 '22 8:53PAGE 3 OF 16

SAMPLED BY: J. MAGES, S. CONKLIN, K. SOLTYSIAK

DATE SAMPLED: 16-Jun-22

ANALYSIS METHOD: LM/NOB/QTEM

TURN-AROUND TIME:            HOURS  
                                  5 DAYS  
  OTHER

**For Vermiculite Analysis Approval, Please Contact L.Goldstein @ L.Goldstein@Qualityenv.com**

SAMPLE #	LOCATION	SAMPLE DESCRIPTION	COMMENTS
4748-31	Main Floor, Utility Room 1	Floor Tile & Mastic (separate layers)	
2836329			
4728-32	Main Floor, Utility Room 1	Floor Tile & Mastic (separate layers)	
2836330			
4728-33	Main Floor, Bar	Brick and Mortar (separate layers)	
4728-34	Main Floor, Bar	Brick and Mortar (separate layers)	
4728-35	Main Floor, TV Room Door, Metal to Plywood	Caulk	
2836331			
4728-36	Main Floor, TV Room Door, Metal to Plywood	Caulk	
2836332			
4728-37	Main Floor, Near bar, Window, Metal to Glass	Caulk	
2836333			
4728-38	Main Floor Bathroom, Near bar, Window, Metal to Glass	Caulk	
2836334			
4728-39	Main Floor, Above Suspended Ceiling, Next to Bar, Ceiling	Joint Compound	
4728-40	Main Floor, Above Suspended Ceiling, Next to Truck Bay doors, Ceiling	Joint Compound	

**SUBMITTED BY:**

RECEIVED BY

DATE:

~~DATE:~~

JUN 21 '22 8:53

PAGE 4 OF 16

SAMPLED BY: J. MAGES, S. CONKLIN, K. SOLTYSIAK

DATE SAMPLED: 16-Jun-22

ANALYSIS METHOD: LM/NOB/QTEM  
TURN-AROUND TIME: \_\_\_\_\_ HOURS  
                                  5 DAYS  
  OTHER

SAMPLE #	LOCATION	SAMPLE DESCRIPTION	COMMENTS
4748-41	Main Floor, Custodial Room, Ceiling	Joint Compound	
4748-42	Main Floor, Above Suspended Ceiling, Between officer's room and EMS room, hallway, Ceiling	Joint Compound	
4748-43	Ground Floor, Kitchen, Floor	Quarry tile, Grout, Mud Layer (Separate layers)	
4748-44	Ground Floor, Kitchen, Floor	Quarry tile, Grout, Mud Layer (Separate layers)	
4748-45	Ground Floor, Vestibule, 2'x2' Suspended Ceiling	Celling Tile	
2836335			
4748-46	Ground Floor, Vestibule, 2'x2' Suspended Ceiling	Ceiling Tile	
2836336			
4748-47	Ground Floor, Vestibule, 9D side, on Sheetrock wall, White, 4"	Cove Base Molding & Adhesive (Separate Layers)	
2836337			
4748-48	Ground Floor, Men's Room in Wall Riser, On metal pipe fitting	Mudded joint Packing	
4748-49	Ground Floor, Men's Room in Wall Riser, On metal pipe fitting	Mudded joint Packing	
4748-50	Ground Floor, Men's Room in Wall Riser, On metal pipe fitting	Mudded joint Packing	

SUBMITTED BY:

DATE:

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DATE:

JUN 21 '22 8:53

PAGE 5 OF 16



SAMPLED BY: J. MAGES, S. CONKLIN, K. SOLTYSIAK

ADDRESS: 29 THACHER PARK ROAD  
VOORHEESVILLE, NY 12186

DATE SAMPLED: 16-Jun-22

CONTACT: **CHIEF GARY VANVOORHIS**  
PROJECT ID: **LEWIS TOMPKINS HOSE FIRE STATION**  
**13 SOUTH AVENUE BEACON, NY 12508**  
PROJECT #: **22-4728**

ANALYSIS METHOD: LM/NOB/QTEM

TURN-AROUND TIME:            HOURS  
                          5 DAYS  
                                     OTHER

SAMPLE #	LOCATION	SAMPLE DESCRIPTION	COMMENTS
4748-51 2836338	Ground Floor, Vestibule, 9D Side, On Sheetrock Wall, White, 4"	Cove Base Molding & Adhesive (separate layers)	
4748-52	Ground Floor, Kitchen, Above Suspended Ceiling, on hood exhaust	Insulation	
4748-53	Ground Floor, Kitchen, Above Suspended Ceiling, on hood exhaust	Insulation	
4748-54	Ground Floor, Kitchen, Above Suspended Ceiling, on hood exhaust	Insulation	
4748-55 2836339	Ground Floor, Kitchen, Counter	Formica	
4748-56 2836340	Ground Floor, Kitchen, Counter	Formica	
4748-57	Ground Floor, Air Handler room, Chimney	Block and Mortar (separate layers)	
4748-58	Ground Floor, Air Handler room, Chimney	Block and Mortar (separate layers)	
4748-59	Ground Floor, Memorial Hall, Chimney/Fireplace	Brick and Mortar (separate layers)	
4748-60	Ground Floor, Memorial Hall, Chimney/Fireplace	Brick and Mortar (separate layers)	

**CHAIN OF CUSTODY (SEE LAST PAGE)**

SUBMITTED BY: [Signature]

DATE: 6/20/22

RECEIVED BY: B. J. [Signature]

DATE: JUN 21 '92 8:53

PAGE 6 OF 16

CLIENT: MITCHELL ASSOCIATES ARCHITECTS, PLLCSAMPLED BY: J. MAGES, S. CONKLIN, K. SOLTYSIAKADDRESS: 29 THACHER PARK ROAD  
VOORHEESVILLE, NY 12186DATE SAMPLED: 16-Jun-22CONTACT: CHIEF GARY VANVOORHISANALYSIS METHOD: LM/NOB/QTEMPROJECT ID: LEWIS TOMPKINS HOSE FIRE STATION  
13 SOUTH AVENUE BEACON, NY 12508

TURN-AROUND TIME: \_\_\_\_\_ HOURS

\_\_\_\_\_ 5 DAYS

PROJECT #: 22-4728

\_\_\_\_\_ OTHER

SAMPLE #	LOCATION	SAMPLE DESCRIPTION	COMMENTS
4748-61	Ground Floor, Electrical Room, On HVAC Metal Ducts Fiberglass	Insulation	
4748-62	Ground Floor, Electrical Room, On HVAC Metal Ducts Fiberglass	Insulation	
4748-63	Ground Floor, Air Handler Room	Vibration Dampener	
2836341			
4748-64	Ground Floor, Air Handler Room	Vibration Dampener	
2836342			
4748-65	Ground Floor, Floor in front of fireplace	Fireplace flooring	
2836343			
4728-66	Ground Floor, Floor in front of fireplace	Fireplace flooring	
2836344			
4748-67	Ground floor, Memorial hall, In fireplace	Firebrick and Mortar (Separate Layers)	
4748-68	Ground floor, Memorial hall, In fireplace	Firebrick and Mortar (Separate Layers)	
4748-69	Ground floor, HVAC room, Poured wall foundation	Cement	
4748-70	Ground floor, HVAC room, Poured wall foundation	Cement	

CHAIN OF CUSTODY (SEE LAST PAGE)

SUBMITTED BY: [Signature]DATE: 6/18/2022RECEIVED BY: [Signature]DATE: 6/21/2022

JUN 21 '22 8:53

PAGE 7 OF 16

As labeled on samples. 7/1/062220222

CLIENT: MITCHELL ASSOCIATES ARCHITECTS, PLLCSAMPLED BY: J. MAGES, S. CONKLIN, K. SOLTYSIAKADDRESS: 29 THACHER PARK ROADDATE SAMPLED: 17-Jun-22VOORHEESVILLE, NY 12186CONTACT: CHIEF GARY VANVOORHISANALYSIS METHOD: PLM/NOB/QTEMPROJECT ID: LEWIS TOMPKINS HOSE FIRE STATION

TURN-AROUND TIME: \_\_\_\_\_ HOURS

13 SOUTH AVENUE BEACON, NY 125085 DAYSPROJECT #: 22-4748

OTHER

SAMPLE # LAB#	LOCATION	SAMPLE DESCRIPTION	COMMENTS
4748-71	Ground Floor, Air Handler room, on metal pipe	Insulation (black)	
4748-72	Ground Floor, Air Handler room, on metal pipe	Insulation (black)	
4748-73	Ground Floor, Air Handler room, on metal pipe	Insulation (black)	
4748-74	Ground Floor, Electrical Room, on metal HVAC Duct	Pin Mastic	
2836345			
4748-75	Ground Floor, Electrical Room, on metal HVAC Duct	Pin Mastic	
2836346			
4748-76	Ground floor, Boiler room, around metal HVAC pipe, Fiberglass	Insulation	
4748-77	Ground floor, Boiler room, around metal HVAC pipe, Fiberglass	Insulation	
4748-78	Ground floor, Boiler room, around metal HVAC pipe, Fiberglass	Insulation	
4748-79	Exterior, Façade, EFIS	Stucco	
4748-80	Exterior, Façade, EFIS	Stucco	

## CHAIN OF CUSTODY (SEE LAST PAGE)

SUBMITTED BY: [Signature]DATE: 6/20/22RECEIVED BY: [Signature]DATE: 21 JUN 21'22 8:53PAGE 8 OF 16

CLIENT: MITCHELL ASSOCIATES ARCHITECTS, PLLCSAMPLED BY: J. MAGES, S. CONKLIN, K. SOLTYSIAKADDRESS: 29 THACHER PARK ROADDATE SAMPLED: 17-Jun-22VOORHEESVILLE, NY 12186CONTACT: CHIEF GARY VANVOORHISANALYSIS METHOD: PLM/NOB/QTEMPROJECT ID: LEWIS TOMPKINS HOSE FIRE STATION

TURN-AROUND TIME: \_\_\_\_\_ HOURS

13 SOUTH AVENUE BEACON, NY 125085 DAYSPROJECT #: 22-4748

OTHER

SAMPLE # LAB#	LOCATION	SAMPLE DESCRIPTION	COMMENTS
4748-81	Exterior, Façade, EFIS	Stucco	
4748-82	Exterior, Façade, EFIS	Stucco	
4748-83	Exterior, Façade, EFIS	Stucco	
4748-84	Exterior Bay Doors, Façade, EFIS	Stucco	
4748-85	Exterior Bay Doors, Façade, EFIS	Stucco	
4748-86	Exterior basement doors, west façade, Metal doorcase to stucco	Caulk	
2836347			
4748-87	Exterior basement doors, west façade, Metal doorcase to stucco	Caulk	
2836348			
4748-88	Main floor, Custodial Closet, Around Slopink to floor tile	Caulk	
2836349			
4748-89	Main floor, Custodial Closet, Around Slopink to floor tile	Caulk	
2836350			
4748-90	Stairwell, On stairs	Tread and Adhesive (Separate layers)	
2836351			

CHAIN OF CUSTODY (SEE LAST PAGE)

SUBMITTED BY: [Signature]DATE: 6/20/22RECEIVED BY: [Signature]DATE: 22 JUN 21 '22

8:53

PAGE 9 OF 16

CLIENT: MITCHELL ASSOCIATES ARCHITECTS, PLLCSAMPLED BY: J. MAGES, S. CONKLIN, K. SOLTYSIAKADDRESS: 29 THACHER PARK ROADDATE SAMPLED: 17-Jun-22VOORHEESVILLE, NY 12186CONTACT: CHIEF GARY VANVOORHISANALYSIS METHOD: PLM/NOB/QTEMPROJECT ID: LEWIS TOMPKINS HOSE FIRE STATION

TURN-AROUND TIME: \_\_\_\_\_ HOURS

13 SOUTH AVENUE BEACON, NY 125085 DAYSPROJECT #: 22-4748

OTHER

SAMPLE # LAB#	LOCATION	SAMPLE DESCRIPTION	COMMENTS
4748-91 2836352	Stairwell, On Stairs	Tread and Adhesive (Separate Layers)	
4748-92	Truck Bay Floor	Slab	
4748-93	Truck Bay Floor	Slab	
4748-94 2836353	Truck Bay, Door to Offices, Metal to Block and Mortar	Caulk	
4748-95 2836354	Truck Bay, Door to Offices, Metal to Block and Mortar	Caulk	
4748-96	Truck Bay Wall, Southside Near Bay Door	Block and Mortar	
4748-97	Truck Bay Wall, Northside near door	Block and Mortar	
4748-98	Main Floor, Front Vestibule, Floor on Concrete, 1'x1'	Ceramic Floor Tile, Grout, Mud layer (Separate Layers)	
4748-99	Main Floor, Front Vestibule, Floor on Concrete, 1'x1'	Ceramic Floor Tile, Grout, Mud layer (Separate Layers)	
4748-100 2836355	Lower Roof, Top layer	EPDM	

## CHAIN OF CUSTODY (SEE LAST PAGE)

SUBMITTED BY: [Signature]DATE: 6/20/22RECEIVED BY: [Signature]DATE: 6/21/22

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PAGE 10 OF 16



CLIENT: MITCHELL ASSOCIATES ARCHITECTS, PLLCSAMPLED BY: J. MAGES, S. CONKLIN, K. SOLTYSIAKADDRESS: 29 THACHER PARK ROADDATE SAMPLED: 17-Jun-22VOORHEESVILLE, NY 12186CONTACT: CHIEF GARY VANVOORHISANALYSIS METHOD: PLM/NOB/QTEMPROJECT ID: LEWIS TOMPKINS HOSE FIRE STATION  
13 SOUTH AVENUE BEACON, NY 12508

TURN-AROUND TIME: \_\_\_\_\_ HOURS

PROJECT #: 22-47485 DAYS

OTHER

SAMPLE # LAB#	LOCATION	SAMPLE DESCRIPTION	COMMENTS
4748-101 2836356	Lower Roof, Top layer	EPDM	
4748-102 2836357	Lower Roof, 2nd layer	ISO Foam	
4748-103 2836358	Lower Roof, 2nd layer	ISO Foam	
4748-104 2836359	Lower Roof, 3rd layer	Built-Up Roofing	
4748-105 2836360	Lower Roof, 3rd layer	Built-Up Roofing	
4748-106	Lower Roof, Bottom Layer	Perlite	
4748-107	Lower Roof, Bottom Layer	Perlite	
4748-108 2836361	Lower roof, Building Flashing	Tar	
4748-109 2836362	Lower roof, Building Flashing	Tar	
4748-110 2836363	Lower Roof, Building Flashing, 3rd Layer	Tar	

## CHAIN OF CUSTODY (SEE LAST PAGE)

SUBMITTED BY: [Signature]DATE: 6/20/22RECEIVED BY: [Signature]DATE: [Signature]

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PAGE 11 OF 16

CLIENT: MITCHELL ASSOCIATES ARCHITECTS, PLLCSAMPLED BY: J. MAGES, S. CONKLIN, K. SOLTYSIAKADDRESS: 29 THACHER PARK ROADDATE SAMPLED: 17-Jun-22VOORHEESVILLE, NY 12186CONTACT: CHIEF GARY VANVOORHISANALYSIS METHOD: PLM/NOB/QTEMPROJECT ID: LEWIS TOMPKINS HOSE FIRE STATION

TURN-AROUND TIME: \_\_\_\_\_ HOURS

13 SOUTH AVENUE BEACON, NY 125085 DAYSPROJECT #: 22-4748

OTHER

SAMPLE # LAB#	LOCATION	SAMPLE DESCRIPTION	COMMENTS
4748-111	Lower Roof, Building Flashing, 3rd Layer	Tar	
2836364			
4748-112	Lower Roof, Building Flashing, Bottom layer	Fiberboard	
4748-113	Lower Roof, Building Flashing, Bottom layer	Fiberboard	
4748-114	Main Roof, Perimeter, Top Layer	EPDM	
2836365			
4748-115	Main Roof, Perimeter, Top Layer	EPDM	
2836366			
4748-116	Main Roof, 2nd Layer	ISO Foam	
2836367			
4748-117	Main Roof, 2nd Layer	ISO Foam	
2836368			
4748-118	Main Roof, 3rd layer	Built-Up Roofing	
2836369			
4748-119	Main Roof, 3rd layer	Built-Up Roofing	
2836370			
4748-120	Main Roof, Bottom Layer, On metal Deck	Perlite	

CHAIN OF CUSTODY (SEE LAST PAGE)

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PAGE 12 OF 16

CLIENT: MITCHELL ASSOCIATES ARCHITECTS, PLLCSAMPLED BY: J. MAGES, S. CONKLIN, K. SOLTYSIAKADDRESS: 29 THACHER PARK ROADDATE SAMPLED: 17-Jun-22VOORHEESVILLE, NY 12186CONTACT: CHIEF GARY VANVOORHISANALYSIS METHOD: PLM/NOB/QTEMPROJECT ID: LEWIS TOMPKINS HOSE FIRE STATION

TURN-AROUND TIME: \_\_\_\_\_ HOURS

13 SOUTH AVENUE BEACON, NY 125085 DAYSPROJECT #: 22-4748\_\_\_\_\_  
OTHER

SAMPLE # LAB#	LOCATION	SAMPLE DESCRIPTION	COMMENTS
4748-121	Main Roof, Bottom Layer, On metal Deck	Perlite	
2836371			
4748-122	Main Roof, Perimeter, 2nd layer	Tar	
2836371			
4748-123	Main Roof, Perimeter, 2nd layer	Tar	
2836372			
4748-124	Main Roof, Perimeter Parapet, Bottom Layer	Sheetrock	
4748-125	Main Roof, Perimeter Parapet, Bottom Layer	Sheetrock	
4748-126	Main Roof, Termination Bar	Caulk	
2836373			
4748-127	Main Roof, Termination Bar	Caulk	
2836374			
4748-128	Middle Roof, Perimeter Flashing	Caulk	
2836375			
4748-129	Middle Roof, Perimeter Flashing	Caulk	
2836376			
4748-130	Middle Roof, Metal louver to Stucco	Caulk	
2836377			

CHAIN OF CUSTODY (SEE LAST PAGE)

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PAGE 13 OF 16

CLIENT: MITCHELL ASSOCIATES ARCHITECTS, PLLCSAMPLED BY: J. MAGES, S. CONKLIN, K. SOLTYSIAKADDRESS: 29 THACHER PARK ROADDATE SAMPLED: 17-Jun-22VOORHEESVILLE, NY 12186CONTACT: CHIEF GARY VANVOORHISANALYSIS METHOD: PLM/NOB/QTEMPROJECT ID: LEWIS TOMPKINS HOSE FIRE STATIONTURN-AROUND TIME:            HOURS13 SOUTH AVENUE BEACON, NY 125085 DAYSPROJECT #: 22-4748           OTHER

SAMPLE # LAB#	LOCATION	SAMPLE DESCRIPTION	COMMENTS
4748-131 2836378	Middle Roof, Metal louver to Stucco	Caulk	
4748-132 2836379	Top Roof, Field, Top Layer	EPDM	
4748-133 2836380	Top Roof, Field, Top Layer	EPDM	
4748-134 2836381	Top Roof, Field, 2nd layer	ISO	
4748-135 2836382	Top Roof, Field, 2nd layer	ISO	
4748-136 2836383	Top Roof, Field, 3rd Layer	Built-Up Roofing	
4748-137 2836384	Top Roof, Field, 3rd Layer	Built-Up Roofing	
4748-138 	Top Roof, Field, Bottom layer, Metal on Deck	Perlite	
4748-139 	Top Roof, Field, Bottom layer, Metal on Deck	Perlite	
4748-140 2836385	Top Roof, Termination Bar	Caulk	

CHAIN OF CUSTODY (SEE LAST PAGE)

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CLIENT: MITCHELL ASSOCIATES ARCHITECTS, PLLCSAMPLED BY: J. MAGES, S. CONKLIN, K. SOLTYSIAKADDRESS: 29 THACHER PARK ROADDATE SAMPLED: 17-Jun-22VOORHEESVILLE, NY 12186CONTACT: CHIEF GARY VANVOORHISANALYSIS METHOD: PLM/NOB/QTEMPROJECT ID: LEWIS TOMPKINS HOSE FIRE STATION  
13 SOUTH AVENUE BEACON, NY 12508

TURN-AROUND TIME: \_\_\_\_\_ HOURS

PROJECT #: 22-47485 DAYS  
\_\_\_\_ OTHER

SAMPLE # LAB#	LOCATION	SAMPLE DESCRIPTION	COMMENTS
4748-141 2836386	Top Roof, Termination Bar	Caulk	
4748-142 2836387	Top Roof, Under Metal Coping	Tar	
4748-143 2836388	Top Roof, Under Metal Coping	Tar	
4748-144 2836389	Top Roof, On Siren Footing, Pitch Pocket	Tar	
4748-145 2836390	Top Roof, On Siren Footing, Pitch Pocket	Tar	
4748-146	Roof, Chimney, On Concrete	Stucco- 2 layers	
4748-147	Roof, Chimney, On Concrete	Stucco- 2 layers	
4748-148	Roof, Chimney, On Concrete	Stucco- 2 layers	
4748-149	Roof, Chimney, Interior	Flue Brick	
4748-150	Roof, Chimney, Interior	Flue Brick	

CHAIN OF CUSTODY (SEE LAST PAGE)

SUBMITTED BY: DATE: 6/20/22RECEIVED BY: DATE: JUN 21 '22

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PAGE 15 OF 16

CLIENT: MITCHELL ASSOCIATES ARCHITECTS, PLLC

SAMPLED BY: J. MAGES, S. CONKLIN, K. SOLTYSIAK

ADDRESS: 29 THACHER PARK ROAD

DATE SAMPLED: 17-Jun-22

VOORHEESVILLE, NY 12186

CONTACT: CHIEF GARY VANVOORHIS

ANALYSIS METHOD: PLM/NOB/QTEM

PROJECT ID: LEWIS TOMPKINS HOSE FIRE STATION

TURN-AROUND TIME: HOURS

13 SOUTH AVENUE BEACON, NY 12508

5 DAYS

PROJECT #: 22-4748

OTHER

SAMPLE # LAB#	LOCATION	SAMPLE DESCRIPTION	COMMENTS
4748-151	Roof Chimney	Concrete	
4748-152	Roof Chimney	Concrete	
4748-153	Ground Floor, Stairwell, Ceiling	Textured Coat	

CHAIN OF CUSTODY (SEE LAST PAGE)

SUBMITTED BY:

DATE:

6/20/22

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PAGE 16 OF 16





Quality Environmental Solutions & Technologies, Inc.

**Appendix C:  
LEAD BASED PAINT PHOTOS  
& XRF ANALYTICAL DATA**

Limited XRF LBP Testing

<u>Sample</u>	<u>Building/Address</u>	<u>Interior/Exterior</u>	<u>Floor</u>	<u>Space/Room/Description</u>	<u>Object</u>	<u>Component</u>	<u>Substrate</u>	<u>Color</u>	<u>Condition</u>	<u>Result</u>	<u>Pb Concentration (mg/cm2)</u>
1	Shutter Calibration										
2	NIST (<0.01)									Negative	0
3	NIST (1.04 +/- 0.06)									Negative	0.9
4	Fire Department	Interior	G	Kitchen	Door	Frame	Wood	Light Brown	Fair	Negative	0
5	Fire Department	Interior	G	Kitchen	Door	Case	Wood	Light Brown	Fair	Negative	0
6	Fire Department	Interior	G	Kitchen	Cabinet	Door	Wood	Dark Brown	Fair	Negative	0.07
7	Fire Department	Interior	G	Kitchen	Door	Frame	Wood	Light Brown	Fair	Negative	0.02
8	Fire Department	Interior	G	Kitchen	Door	Case	Wood	Dark Brown	Fair	Negative	0
9	Fire Department	Interior	G	Kitchen	Wall	Wall	Wood	Dark Brown	Fair	Negative	0
10	Fire Department	Interior	G	Main Lobby	Wall	Wall	Sheetrock	Tan/White	Fair	Negative	0
11	Fire Department	Interior	G	Main Lobby	Wall	Stain	Sheetrock	White	Fair	Negative	0
12	Fire Department	Interior	G	Main Lobby	Fireplace	Mantle	Sheetrock	White	Fair	Negative	0.07
13	Fire Department	Interior	G	Main Lobby	Fireplace	Frame	Wood	Black/Red	Fair	Negative	0.02
14	Fire Department	Interior	G	Main Lobby	Trophy Case	Frame	Wood	Brown	Fair	Negative	0
<u>15</u>	<u>Fire Department</u>	<u>Interior</u>	<u>G</u>	<u>Main Lobby</u>	<u>Wall</u>	<u>Cove Base</u>	<u>Vinyl</u>	<u>Dark Brown</u>	<u>Fair</u>	<u>Positive</u>	<u>3.4</u>
<u>16</u>	<u>Fire Department</u>	<u>Interior</u>	<u>G</u>	<u>Utility Room</u>	<u>Wall</u>	<u>Tile</u>	<u>Ceramic</u>	<u>Tan</u>	<u>Fair</u>	<u>Positive</u>	<u>1.7</u>
<u>17</u>	<u>Fire Department</u>	<u>Interior</u>	<u>G</u>	<u>Men Bathroom</u>	<u>Sink</u>	<u>Case</u>	<u>Ceramic</u>	<u>Tan</u>	<u>Fair</u>	<u>Positive</u>	<u>1.5</u>
18	Fire Department	Interior	G	Men Bathroom	Stall	Frame	Ceramic	White	Fair	Negative	0.07
19	Fire Department	Interior	G	Men Bathroom	Urinal	Case	Ceramic	White	Fair	Negative	0
20	Fire Department	Interior	G	Men Bathroom	Wall	Wall	Ceramic	White	Fair	Negative	0.08
21	Fire Department	Interior	G	Stairway	Wall	Wall	Sheetrock	Tan/White	Fair	Negative	0.08
22	Fire Department	Interior	G	Stairway	Railing	Frame	Metal	Dark Brown	Fair	Negative	0.09
23	Fire Department	Interior	G	Stairway	Railing	Guard	Metal	Dark Brown	Fair	Negative	0.3
24	Fire Department	Interior	G	Stairway	Stairs	Step	Metal	Dark Brown	Fair	Negative	0.3
25	Fire Department	Interior	G	Stairway	Radiator	Bottom Step	Metal	Dark Brown	Fair	Negative	0
26	Fire Department	Interior	G	Electrical Room	Wall	Wall	Sheetrock	Tan	Fair	Negative	0
27	Fire Department	Interior	G	Boiler Room	Door	Frame	Metal	Dark Grey	Fair	Negative	0
28	Fire Department	Interior	G	Boiler Room	Door	Case	Metal	Dark Grey	Fair	Negative	0
29	Fire Department	Interior	1	Loading Area	Garage Door	Case	Wood	Black	Fair	Negative	0.26
30	Fire Department	Interior	1	Loading Area	Wall	Wall	Concrete	Red	Fair	Negative	0
31	Fire Department	Interior	1	Loading Area	Wall	Wall	Concrete	Black	Fair	Negative	0
32	Fire Department	Interior	1	Loading Area	Wall	Wall	Concrete	Grey	Fair	Negative	0
33	Fire Department	Interior	1	Loading Area	Door	Case	Wood	Brown	Fair	Negative	0
34	Fire Department	Interior	1	Loading Area	Door	Case	Wood	Black	Fair	Negative	0
35	Fire Department	Interior	1	Loading Area	Door	Frame	Wood	Brown	Fair	Negative	0
36	Fire Department	Interior	1	Loading Area	Door	Frame	Wood	Red	Fair	Negative	0
37	Fire Department	Interior	1	Stairwell Entrance	Wall	Wall	Wood	Light Brown	Fair	Negative	0
38	Fire Department	Interior	1	Stairwell Entrance	Door	Frame	Wood	Dark Brown	Fair	Negative	0
39	Fire Department	Interior	1	Bedroom 1	Wall	Wall	Sheetrock	Light Brown	Fair	Negative	0
40	Fire Department	Interior	1	Bedroom 1	Wall	Cove Base	Vinyl	Blue	Fair	Negative	0
41	Fire Department	Interior	1	Bedroom 2	Wall	Wall	Sheetrock	Blue	Fair	Negative	0
42	Fire Department	Interior	1	Bedroom 2	Cabinet	Door	Wood	Brown	Fair	Negative	0
43	NIST (<0.01)									Negative	0
44	NIST (1.04 +/- 0.06)									Negative	0.9

# QuES&T

Quality Environmental Solutions & Technologies, Inc.



Dark Brown Cove Base Molding Positive for Lead



Ceramic Wall Tile & Sinks Positive for Lead in All Bathrooms



Quality Environmental Solutions & Technologies, Inc.

**Appendix D:  
LABORATORY, COMPANY, PERSONNEL  
LICENSES & CERTIFICATIONS**

**New York State – Department of Labor**

Division of Safety and Health  
License and Certificate Unit  
State Campus, Building 12  
Albany, NY 12240

**ASBESTOS HANDLING LICENSE**

Quality Environmental Solutions & Technologies, Inc.

1376 Route 9

Wappinger Falls, NY 12590

FILE NUMBER: 99-0018

LICENSE NUMBER: 29085

LICENSE CLASS: RESTRICTED

DATE OF ISSUE: 01/21/2022

EXPIRATION DATE: 01/31/2023

Duly Authorized Representative – Lawrence J Holzapfel:

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

# United States Environmental Protection Agency

This is to certify that

Quality Environmental Solutions & Technologies,  
Inc.

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has  
received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226

In the Jurisdiction of:

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires November 09, 2024

LBP-119213-2

Certification #

November 09, 2021

Issued On



A handwritten signature in black ink, appearing to read "Michelle Price".

Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch



# United States Environmental Protection Agency

This is to certify that



Quality Environmental Solutions & Technologies,  
Inc.

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.89

In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires December 01, 2026

NAT-119213-3

Certification #

November 09, 2021

Issued On



A handwritten signature in black ink, appearing to read "Michelle Price".

Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch



**NEW YORK STATE DEPARTMENT OF HEALTH**  
**RADIOACTIVE MATERIALS LICENSE**

Pursuant to the Public Health Law, Part 16 of the New York State Sanitary Code, Industrial Code Rule 38, and in reliance on statements and representations heretofore made by the licensee designated below, a license is hereby issued authorizing radioactive material(s) for the purpose(s), and at the place(s) designated below. The license is subject to all applicable rules, regulations, and orders now or hereafter in effect of all appropriate regulatory agencies and to any conditions specified below.

<b>1. NAME OF LICENSEE</b>  <div style="text-align: right;">FEIN    14-1800097</div> <b>Quality Environmental Solutions and Technologies, Inc.</b> <div style="text-align: right;">Phone (845) 298-6031</div>	<b>3. LICENSE NUMBER</b>  <b>C2939</b> <hr/> <b>4. EXPIRATION DATE</b>  <b>June 15, 2026</b>				
<b>2. ADDRESS OF LICENSEE</b>  1376 Route 9 Wappingers Falls, New York 12590	<table style="width: 100%;"><tr><td style="width: 50%;"><b>5a. REFERENCE</b></td><td style="width: 50%;"><b>b. AMENDMENT NO.</b></td></tr><tr><td><b>DH 16-1</b> <b>DH 16-97</b></td><td style="text-align: center;"><b>5</b></td></tr></table>	<b>5a. REFERENCE</b>	<b>b. AMENDMENT NO.</b>	<b>DH 16-1</b> <b>DH 16-97</b>	<b>5</b>
<b>5a. REFERENCE</b>	<b>b. AMENDMENT NO.</b>				
<b>DH 16-1</b> <b>DH 16-97</b>	<b>5</b>				

6.    Radioactive Materials (elements in mass number)	7.    Chemical and/or physical form	8.    Maximum quantity licensee may possess at any one time
A.    Cadmium 109	A.    Sealed source	A.    28 millicuries

9.    Authorized use.

- A.    The licensee is authorized to use any sealed source or associated portable x-ray fluorescence device which has been manufactured and distributed in accordance with a specific license issued by an Agreement State or the United States Nuclear Regulatory Commission. Combinations of sources and devices must be compatible for use as stated in a Sealed Source and Device Registration Certificate (i.e., stated in the registration certificate for the source or device).
- B.    No single source may exceed the maximum activity specified for that nuclide in the Sealed Source and Device Registration Certificate for any device in which the source is to be used.
- C.    Only portable x-ray fluorescence devices which require continuous activation by the operator, and which incorporate a mechanism to automatically return the source to its shielded position (e.g., a "dead-man" switch) may be obtained and used under this license. Devices which rely upon positive action by the operator to shield the source, such as operation of a key switch, or which do not require continuous operator activation during exposure, are not authorized under this license.



**NEW YORK STATE DEPARTMENT OF HEALTH**  
**RADIOACTIVE MATERIALS LICENSE**

**3. License Number C2939**

**5a. Reference DHs 16-1 & 16-97**

**b. Amendment No. 5**

10. A. The Radiation Safety Officer (RSO) for this License is **Rudy Lipinski**.
- B. Licensed material shall be used by, or under the supervision of, the Radiation Safety Officer, by licensee personnel trained and certified by the manufacturer. The licensee shall maintain a complete and accurate record of the qualifications of each person permitted to use radiation sources under this license.
11. Except as specifically provided otherwise in this License, the licensee shall conduct its program in accordance with the statements, representation and procedures contained in the documents, including any enclosures, listed below. The Department's Regulations shall govern, unless the statements, representation and procedures in the licensee's application and correspondence are more restrictive than the Regulations.
- A. License Renewal Application dated March 13, 2006, signed by Vincent R. Lander, with attachments.
- B. License Renewal Request dated March 8, 2016, signed by Suann Lander, with attachments.**
12. A. Licensed material shall be stored at the location indicated in Condition 2 and may be used at temporary job sites of the licensee anywhere within the State of New York, where the Department of Health exercises jurisdiction.
- B. Overnight storage at other locations shall be in accordance with statements referenced in Condition 11 of the license, provided that such storage may not be in a residence, or in an attached garage except within a vehicle. Any vehicle used for storage shall be driven only for purposes associated with use or transport of the contained radioactive material, by a person qualified to use the material, and no passengers shall be carried unless they are also involved in work under this license. Vehicular storage shall only be allowed if no other storage is possible and shall not exceed five (5) consecutive nights unless authorization to exceed this limit is obtained from the Department.
- C. Under no circumstances shall radioactive material authorized by this license be transferred to the custody of any person or firm other than the licensee, or be used or stored by another person or firm or its employees; unless that person or firm possesses a valid license to possess and use such radioactive material.
13. Sealed sources containing radioactive materials shall not be opened or removed from devices.
14. A. The licensee is not authorized to dismantle, repair or affect any changes in the source holders/devices.
- B. The licensee shall not alter labels attached to source holders or devices, and shall maintain labels in legible condition at all times.



**NEW YORK STATE DEPARTMENT OF HEALTH**  
**RADIOACTIVE MATERIALS LICENSE**

**3. License Number C2939**

**5a. Reference DHs 16-1 & 16-97**


**b. Amendment No. 5**

15. The licensee shall instruct persons who engage in work under the license, in accordance with 10 NYCRR 16.13(c). Such instruction shall include the licensee's operating and emergency procedures, and other information contained in documents incorporated in Condition 11.
16. The licensee shall conduct a physical inventory every six (6) months to account for all devices received and possessed under the License. The records of the inventories shall be maintained for three (3) years from the date of the inventory for inspection by the Department, and shall include the quantities and kinds of licensed material, manufacturer's name and model number, location of devices, the date of the inventory, and the name of the person who performed it.
17.
  - A. The licensee shall maintain a utilization log containing the identification of devices used, dates removed and returned to storage, the location of use, and the identity of user.
  - B. The log shall be kept at the location of storage and shall contain sufficient detail to enable the licensee to inform the Department, at any time, of the exact location of each device.
18. Current copies of the following documents shall be maintained at temporary job sites for Department inspection:
  - A. The manufacturer's instruction manual and the licensee's operating and emergency procedures.
  - B. A copy of the results of the latest test for leakage and/or contamination performed on the sealed sources.
  - C. A copy of this license.
19. In the event that a theft, loss or other serious incident does occur, the Department shall be notified immediately by telephone and subsequent information acquired by the licensee shall be reported as it is received. All device users must carry the NYSDOH's current telephone number in their emergency procedures.
20. The licensee shall ensure that all persons authorized to use portable devices comply with safe use and maintenance procedures and that they do not leave a device unattended or unsecured at any time, even for a few minutes.

FOR THE NEW YORK STATE DEPARTMENT OF HEALTH

Date: **JUN 15 2016**

DJS/NAK:ks

By   
Daniel J. Samson, CHP, Chief  
Radioactive Materials Section  
Bureau of Environmental Radiation Protection



# **NEW YORK STATE** **MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE ("MWBE")** **CERTIFICATION**

Empire State Development's Division of Minority and Women's Business Development grants a  
**Women Business Enterprise (WBE)**

pursuant to New York State Executive Law, Article 15-A to:

**Quality Environmental Solutions & Technologies Inc.**

**Certification Awarded on:** March 28, 2019

**Expiration Date:** March 28, 2024

**File ID#:** WBE- 49952



NEW YORK STATE DEPARTMENT OF HEALTH  
WADSWORTH CENTER



Expires 12:01 AM April 01, 2023  
Issued April 01, 2022

**CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE**

*Issued in accordance with and pursuant to section 502 Public Health Law of New York State*

MR. PAUL STASCAVAGE  
EAS INC - EASTERN ANALYTICAL SERVICES INC  
4 WESTCHESTER PLAZA  
ELMSFORD, NY 10523-1610

NY Lab Id No: 10851

*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/M-1/82/020
Asbestos in Non-Friable Material-PLM	Item 198.6 of Manual (NOB by PLM)
Asbestos in Non-Friable Material-TEM	Item 198.4 of Manual
Asbestos-Vermiculite-Containing Material	Item 198.8 of Manual
Lead in Dust Wipes	EPA 7000B
Lead in Paint	EPA 7000B

**Sample Preparation Methods**

EPA 3050B

**Serial No.: 64479**

Property of the New York State Department of Health. Certificates are valid only at the address shown, must be conspicuously posted, and are printed on secure paper. Continued accreditation depends on successful ongoing participation in the Program. Consumers are urged to call (518) 485-5570 to verify the laboratory's accreditation status.



STATE OF NEW YORK - DEPARTMENT OF LABOR  
ASBESTOS CERTIFICATE



**RUDY W. LIPINSKI**

CLASS(EXPIRES)

C ATEC(01/23) D INSP(01/23)

E MGPL(01/23) H PM (01/23)

I PD (01/23)

CERT# 05-09049

DMV# 252360689

MUST BE CARRIED ON ASBESTOS PROJECTS



01213 006211177 85

EYES BRO

HAIR BRO

HGT 6' 05"

IF FOUND RETURN TO:


NYSOL - L&C UNIT


ROOM 161A BUILDING 12

STATE OFFICE CAMPUS

ALBANY NY 12240

STATE OF NEW YORK - DEPARTMENT OF LABOR  
ASBESTOS CERTIFICATE

 **JONATHAN R MAGES**  
CLASS(EXPIRES)  
D INSP(01/23)



CERT# 18-53364  
DMV# 345648492

MUST BE CARRIED ON ASBESTOS PROJECTS

NYSDOL HAS 11 FORMS/INSTRUMENTS 8.8.00



01213 006302357 68

EYES HAZ  
HAIR BRO  
HGT 5' 10"

IF FOUND RETURN TO:  
NYSDOL - L&C UNIT  
ROOM 161A BUILDING 12  
STATE OFFICE CAMPUS  
ALBANY NY 12240



11-006052324

This card acknowledges that the recipient has successfully completed:

## 10-hour Construction Safety and Health

This card issued to:

**Jonathan Mages**

**Paul Rodriguez**

Trainer Name

**6/6/2018**

Date of Issue



800-449-6742  
outreach.keeneosha.com

OSHA recommends Outreach Training Courses as an orientation to occupational safety and health for workers. Participation is voluntary. Workers must receive additional training on specific hazards of their job. This course completion card does not expire.


Use or distribution of this card for fraudulent purposes, including false claims of having received training, may result in prosecution under 18 U.S.C. 1001. Potential penalties include substantial criminal fines, imprisonment up to 5 years, or both.

To verify this training, scan the QR code with your mobile device.




Rev. 1/2016

STATE OF NEW YORK - DEPARTMENT OF LABOR  
ASBESTOS CERTIFICATE



**SHAWN A CONKLIN**  
CLASS(EXPIRES)  
D INSP(12/23)



CERT# 22-05119  
DMV# 766990344

**MUST BE CARRIED ON ASBESTOS PROJECTS**



EYES BLU  
HAIR BLN  
HGT 6' 00"

IF FOUND RETURN TO:  
NYSOL - L&C UNIT  
ROOM 161A BUILDING 12  
STATE OFFICE CAMPUS  
ALBANY NY 12240



26-007380756

This card acknowledges that the recipient has successfully completed:

## 10-hour Construction Safety and Health

This card issued to:

**SHAWN A CONKLIN**

Curtis Eugene Chambers  
Trainer Name

04/05/2022  
Date of Issue



866-906-9190  
[www.uta.edu/ded/osh](http://www.uta.edu/ded/osh)

OSHA recommends Outreach Training Courses as an orientation to occupational safety and health for workers. Participation is voluntary. Workers must receive additional training on specific hazards of their job. This course completion card does not expire.

Use or distribution of this card for fraudulent purposes, including false claims of having received training, may result in prosecution under 18 U.S.C. 1001. Potential penalties include substantial criminal fines, imprisonment up to 5 years, or both.

To verify this training, scan the QR code with your mobile device.



Rev. 1/2016

**New York State Department of Health Certificate of Asbestos Safety Training**  
This form is the official record of successful completion of a New York State accredited asbestos safety training course.

Certificate No. **906603**

**I - To be completed by Trainee**

Name of Trainee (print) <u>Kevin Soltysink</u>	NYS Depart. of Motor Vehicles ID (DMV ID) <sup>1</sup> <u>287 494 790</u>	
Signature of Trainee <u>Kevin M. Soltysink</u>	Telephone Number <u>845 926 0616</u>	Date of Birth <sup>1</sup> <u>12-29-1995</u>
Address <u>11 Mina Drive</u> (Street or PO Box) (City) <u>Wappingers Falls</u> (State) <u>NY</u> (Zip Code) <u>12590</u>		

**II - To be completed by Training Sponsor**

Provider's Name <u>QUEST</u>	Telephone Number <u>845-298-6031</u>
Address <u>1376 Route 9</u> <u>Wappingers Falls, NY</u> Zip Code <u>12590</u>	Course <u>QUEST</u> Location: <u>Wappingers Falls, NY</u>

Course Title: I, NSpector ☒ Initial ☐ Refresher ☐ DOH Equivalency<sup>2</sup> NYS DOH use only

Training Language: ☒ English ☐ Other: \_\_\_\_\_ Exam Grade/Date: 76% 3/30/22

Dates of Training: From: 3/28/22 To: 3/30/22 Expires: 3/30/23

I certify that the asbestos safety training course given on the above date complied with both 10 NYCRR Part 73 and TSCA Title II, was consistent with the curriculum and instructors approved by the New York State Department of Health, and the trainee receiving this certificate completed the training course and successfully passed the examination.

Training Director<sup>2</sup>: Heather Gorman (Print) [Signature] (Signature) **SPONSOR**



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**END OF REPORT**

**SECTION 004000**  
**PROCUREMENT FORMS AND SUPPLEMENTS**

**PART 1 GENERAL**

1.01 CONTRACTOR IS RESPONSIBLE FOR OBTAINING A VALID LICENSE TO USE ALL COPYRIGHTED DOCUMENTS SPECIFIED BUT NOT INCLUDED IN THE PROJECT MANUAL.

1.02 FORMS

- A. Use the following forms for the specified purposes unless otherwise indicated elsewhere in the procurement requirements.
- B. Instructions to Bidders: AIA A701-2018.
- C. Procurement Form Supplements:
  - 1. Bid Security Form: AIA 310-2010; See Section 004116.
- D. Representations and Certifications:
  - 1. Non-Collusion Affidavit: Included as part of Bid Form.

1.03 REFERENCE STANDARDS

- A. AIA A310 - Bid Bond 2010.
- B. AIA A701 - Instructions to Bidders 2018.
- C. AIA G703 - Continuation Sheet 1992.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

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**END OF SECTION**

**SECTION 004116  
BID FORM**

**PROJECT:** BEACON FIRE STATION ABATEMENT

**BID MADE** CITY OF BEACON

**TO:**

ONE MUNICIPAL PLAZA

BEACON, NY 12508

**ARCHITECT:** MITCHELL ASSOCIATES ARCHITECTS, PLLC

**BIDDER:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

**BID CONTRACT:**

\_\_\_\_\_ **CONTRACT NO. 1 - ABATEMENT CONTRACT (AC)**

THE UNDERSIGNED BIDDER, HAVING FAMILIARIZED (HIMSELF, THEMSELVES, ITSELF) WITH THE EXISTING CONDITIONS AT THE PROJECT AREA AFFECTING THE COST OF THE WORK, AND THE CONTRACT DOCUMENTS AS PREPARED BY MITCHELL ASSOCIATES ARCHITECTS AND FORM OF SURETY BONDS, HEREBY PROPOSE TO PERFORM THE WORK OF THE CITY OF BEACON FIRE STATION ABATEMENT, ALL IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, WITHIN THE CONTRACT TIME, FOR THE FOLLOWING LUMP SUM BID:

**TOTAL BID \$** \_\_\_\_\_

\_\_\_\_\_ **DOLLARS** \_\_\_\_\_ **CENTS**

**CONTRACTOR TAKE NOTE**

**ALL DOLLAR AMOUNTS FOR ALTERNATES, ALLOWANCE AND UNIT PRICES MUST BE FILLED IN TO CONSTITUTE A VALID BID.**

**ALTERNATES**

**IF THE ALTERNATE DOES NOT AFFECT YOUR CONTRACT OR THE ALTERNATE DOES NOT CHANGE YOUR BASE BID PRICE, ENTER EITHER "NOT APPLICABLE" OR "NO CHANGE". DO NOT LEAVE THE ALTERNATE BLANK. WE HAVE IDENTIFIED THE CONTRACTS THAT WE BELIEVE ARE AFFECTED BY THE ALTERNATES. THIS DOES NOT RESTRICT YOU FROM ENTERING AN ADD OR DEDUCT AMOUNT IF YOU BELIEVE YOUR BASE BID IS AFFECTED BY THE ALTERNATE.**

**THE FOLLOWING AMOUNTS SHALL BE ADDED TO OR DEDUCTED FROM THE BID AMOUNT. REFER TO SECTION 012300 - ALTERNATES: SCHEDULE OF ALTERNATES.**

**ALTERNATE # 1- NONE:**

**(ADD) (DEDUCT) LUMP SUM COST OF \$ \_\_\_\_\_**

\_\_\_\_\_ DOLLARS \_\_\_\_\_ CENTS

**UNIT PRICES**

**THE FOLLOWING ARE UNIT PRICES FOR SPECIFIC PORTIONS OF THE WORK AS LISTED AND ARE APPLICABLE TO AUTHORIZED VARIATIONS FROM THE CONTRACT DOCUMENTS. REFER TO SECTION - UNIT PRICES: SCHEDULE OF UNIT PRICES.**

**UNIT PRICE # 1- ADD/DEDUCT PER DESIGNATED LOCATION OF PACM ABATEMENT IN WET WALLS/CHASES.**

**\$ \_\_\_\_\_ PER \_\_\_\_\_ L.F.**

**\_\_\_\_\_ DOLLARS \_\_\_\_\_ CENTS PER UNIT**



**ALLOWANCES**

THE REQUIRED ALLOWANCE FOR THIS CONTRACT IN THE AMOUNT OF **FIVE THOUSAND DOLLARS (\$5,000.00)** AS DESCRIBED IN SECTION 012100 IS INCLUDED IN THE TOTAL BID SUM.

**A. ALLOWANCE - AC**

1. Include an Allowance of Five Thousand Dollars (\$5,000.00) for the Contract Modification Procedures as specified in Specifications Section 012100, which will include all overhead and profit for said Allowance, and the AIA A201-2017, General Conditions of the Contract for Construction, paragraph 3.8.

**ALL ALLOWANCES FOR THIS CONTRACT NO. 1 - AC CONTRACT AS DESCRIBED IN SECTION 012100 ARE INCLUDED IN THE TOTAL BID SUM.**

## PROPOSED SUBCONTRACTORS FORM

### PARTICULARS

Herewith is the list of Subcontractors referenced in the bid submitted by:

(Bidder) \_\_\_\_\_

TO (Owner): **City of Beacon**

Dated \_\_\_\_\_ and which is an integral part of the Bid Form.

The following work will be performed (or provided) by Subcontractors and coordinated by us:

### LIST OF SUBCONTRACTORS

WORK SUBJECT	SUBCONTRACTOR NAME
--------------	--------------------

<u>Plumbing</u>	_____
<u>HVAC</u>	_____
<u>Electrical</u>	_____
<u>ROOFER</u>	_____
<u>DEMOLITION</u>	_____
_____	_____
_____	_____
_____	_____
_____	_____

**END OF PROPOSED SUBCONTRACTORS FORM**

## **NOTES**

1. If written Notice of Award is mailed, telegraphed, or faxed delivered to the undersigned Bidder after the bid opening but before his bid is forty (45) days old, the undersigned agrees to execute and deliver an Agreement in the prescribed form and furnish the required bonds within seven (7) days after such Notice of Award.
2. Security in the sum of \_\_\_\_\_ DOLLARS  
  
(\_\_\_\_\_) in the form of  
  
\_\_\_\_\_ is submitted herewith in accordance with the Instructions to Bidders.
3. The Bidder has received:  
Addenda numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive, and has included the effect thereof in his/her bid.  
No addendum \_\_\_\_\_ (check, if appropriate).
4. The Bidder agrees that the Work will be substantially completed within the number of weeks indicated in the Specifications.
5. Alternates, Allowances and Unit Prices - For work to be added to or deleted from the Contract. The summary shall be filled in by the Bidder, with the price written in words and numerals, in blue or black ink or by typewriter. Should a discrepancy in prices appear between the written words and numeric figures, the written words shall take precedence. State the amounts to be added to or deleted from the Base Bid per the indicated units for each listed item.
  - a. Allowances shall be incorporated into the Bidder's base bid.
  - b. Alternates shall either be adds or deducts to the Bidder's base bid and shall be clearly shown in the bid form.
  - c. Unit prices shall be shown in the bid form. Unit prices are only for additional work due to field conditions and are not part of the base bid.
6. The Bidder accepts the provisions of the Specifications concerning delay damages in the event of failure to complete the work on time.
7. The Bidder represents that its bid is in compliance with laws of New York.
8. The Bidder is aware and has bid accordingly. The City of Beacon is a tax-exempt entity.

<b>SIGNATURES</b>	
Bidder:	_____
Official Address:	_____ _____
	Phone: _____ Fax: _____
By (print/type)	_____ Title
Subscribed and sworn to me before this	_____ day of _____, 20__
CORPORATE SEAL (if applicable)	Date _____, 20__
<b>STATEMENT OF NON-COLLUSION IN BIDS &amp; PROPOSALS</b>	
"By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:	
I.	The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
II.	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
III.	No attempt has been made or will be made to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition."

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**END OF BID FORM**

**SECTION 004313**  
**BID SECURITY FORM**

**PART 1 GENERAL**

1.01 FORM OF BID SECURITY

A. The Bid Bond applicable to this contract is attached following this page.

1.02 RELATED REQUIREMENTS

A. Section 004116 - Bid Form - Stipulated Sum

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**



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**END OF SECTION**

# DRAFT AIA® Document A310™ – 2010

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

<< >> <>  
<< >>

### SURETY:

(Name, legal status and principal place of business)

<< >> <>  
<< >>

### OWNER:

The City of Beacon  
One Municipal Plaza  
Beacon, NY 12508

BOND AMOUNT: \$ << >>

### PROJECT:

Beacon Fire Station Abatement  
13 South Avenue  
Beacon, NY 12508

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

**ADDITIONS AND DELETIONS:** The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**ELECTRONIC COPYING** of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

Signed and sealed this « » day of « », « »

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Witness)

« »

(Contractor as Principal)

(Seal)

« »

(Title)

« »

(Surety)

(Seal)

« »

(Title)

**SECTION 005000**  
**CONTRACTING FORMS AND SUPPLEMENTS**

**PART 1 GENERAL**

1.01 CONTRACTOR IS RESPONSIBLE FOR OBTAINING A VALID LICENSE TO USE ALL COPYRIGHTED DOCUMENTS SPECIFIED BUT NOT INCLUDED IN THE PROJECT MANUAL.

1.02 AGREEMENT AND CONDITIONS OF THE CONTRACT

- A. See Section 005200 - Agreement Form for the Agreement form to be executed.
- B. See Section 007200 - General Conditions for the General Conditions.
- C. See Section 007300 - Supplementary Conditions for the Supplementary Conditions.
- D. The Agreement is based on AIA A101.
- E. The General Conditions are based on AIA A201.

1.03 FORMS

- A. Use the following forms for the specified purposes unless otherwise indicated elsewhere in Contract Documents.
- B. Bond Forms:
  - 1. Bid Bond Form: AIA A310.
  - 2. Performance Bond Form: AIA A312, 2010.
  - 3. Payment Bond Form: AIA A312, 2010.
- C. Post-Award Certificates and Other Forms:
  - 1. Submittal Transmittal Form: As generated by Electronic Document Submittal Service specified in Section 013000; all supporting documentation transmitted in electronic (PDF) format.
  - 2. Certificate of Insurance Form: ACORD Certificate of Insurance 25.
  - 3. Schedule of Values Form: AIA G703.
  - 4. Application for Payment Forms: AIA G702 with AIA G703 (for Contractors).
  - 5. Affidavit of Partial Release of Liens Form: 006519.15.
- D. Clarification and Modification Forms:
  - 1. Request for Interpretation Form: As generated by Electronic Document Submittal Service specified in Section 013000; all supporting documentation transmitted in electronic (PDF) format.
  - 2. Substitution Request Form (During Construction): CSI Form 13.1A.
  - 3. Supplemental Instruction Form: As generated by Electronic Document Submittal Service specified in Section 013000; all supporting documentation transmitted in electronic (PDF) format.
  - 4. Construction Change Directive Form: Based on AIA G714, including form generated by Electronic Document Submittal Service specified in Section - Administrative Requirements; all supporting documentation transmitted in electronic (PDF) format.
  - 5. Request for Proposal Form: As generated by Electronic Document Submittal Service specified in Section 013000; all supporting documentation transmitted in electronic (PDF) format.
  - 6. Change Order Request Form: As generated by Electronic Document Submittal Service specified in Section 013000; all supporting documentation transmitted in electronic (PDF) format.

7. Change Order Form: Based on AIA G701, including form generated by Electronic Document Submittal Service specified in Section - Administrative Requirements; all supporting documentation transmitted in electronic (PDF) format.
- E. Closeout Forms:
  1. Certificate of Substantial Completion Form: AIA G704.
    - a. Signed and dated by an authorized representative of the Contractor.
    - b. Submit three (3) signed originals to the Architect.
  2. Contractor's Affidavit of Payment of Debts and Claims Form: AIA G706; See Section 006519.13.
    - a. Signed and dated by an authorized representative of the Contractor.
    - b. Submit three (3) signed and notarized originals to the Architect.
  3. Contractor's Affidavit of Release of Liens Form: Architect's "Final Release and Waiver of Lien" form; See Section 006519.16.
    - a. Signed and dated by an authorized representative of the Contractor.
    - b. Submit three (3) signed and notarized originals to the Architect.
  4. Consent of Surety to Final Payment Form: AIA G707; See Section 006519.19.
    - a. Signed, dated, and notarized by an authorized representative of the Surety.
    - b. Submit three (3) signed and notarized originals to the Architect.

#### 1.04 REFERENCE STANDARDS

- A. AIA A101 - Standard Form of Agreement Between Owner and Contractor where the basis of Payment is a Stipulated Sum; 2017.
- B. AIA A201 - General Conditions of the Contract for Construction; 2017
- C. AIA A305 - Contractor's Qualification Statement 2020.
- D. AIA A310 - Bid Bond 2010.
- E. AIA A312 - Performance Bond and Payment Bond 2010.
- F. AIA G701 - Change Order 2017.
- G. AIA G702 - Application and Certificate for Payment 1992.
- H. AIA G703 - Continuation Sheet 1992.
- I. AIA G704 - Certificate of Substantial Completion 2017.
- J. AIA G706 - Contractor's Affidavit of Payment of Debts and Claims; 1994.
- K. AIA G707 - Consent of Surety to Final Payment; 1994.
- L. AIA G710 - Architect's Supplemental Instructions 2017.
- M. AIA G714 - Construction Change Directive 2017.
- N. CSI Form 13.1A - Substitution Request (During Construction); 2013.

#### **PART 2 PRODUCTS - NOT USED**

#### **PART 3 EXECUTION - NOT USED**

#### **END OF SECTION**

**SECTION 005200  
AGREEMENT FORM**

**PART 1 GENERAL**

**1.01 FORM OF AGREEMENT**

- A. The Agreement to be executed is attached following this page.

**1.02 RELATED REQUIREMENTS**

- A. Section 007200 - General Conditions.
- B. Section 007300 - Supplementary Conditions.
- C. Section 014216 - Definitions.

**1.03 MODIFICATIONS TO THE AGREEMENT FORM**

- A. Additions and modifications are denoted as bold text within the document.

**1.04 AGREEMENT FORM SUPPLEMENTS**

- A. Agreement form supplements to be included as exhibits:
  - 1. Attachment "A" - Project Manual Enumeration: Document.
  - 2. Attachment "B" - Drawing List
  - 3. Attachment "C" - Insurance Requirements
  - 4. Attachment "D" - Indemnification

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**



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**END OF AGREEMENT FORM**

# DRAFT AIA® Document A101™ – 2017

## Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the « » day of « » in the year 2022

BETWEEN the Owner:

**The City of Beacon  
One Municipal Plaza  
Beacon, NY 12508**

and the Contractor:

*(Name, legal status, address and other information)*

« »« »

« »

« »

« »

for the following Project:

**Beacon Fire Station Abatement  
13 South Avenue  
Beacon, NY 12508**

The Architect:

**Mitchell Associates Architects, PLLC  
29 Thacher Park Road  
Voorheesville, NY 12186**

The Owner and Contractor agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101™-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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## TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

## EXHIBIT A INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

The work of this Contract is for all Work of this Project as per Bid Proposal dated \_\_\_\_\_ and as per Enumeration of the Contract Documents as contained in Attachments "A" and "B", attached hereto. The Contractor acknowledges that it has reviewed the Project Drawings and Specifications and is familiar with the Work contained in those documents. The Contractor further acknowledges that it is solely responsible to coordinate its efforts with all other Contractors working on this Project.

§ 2.1 Except as expressly provided for in the Contract Documents to the contrary, the Contractor at its sole cost, risk, and expense shall construct, equip, provide, purchase, pay for, and furnish all of the Work in accordance with the Contract Documents and governmental codes and regulations as they apply to performance of the Work.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

**The contractor is anticipated to begin work on or about 1/9/23**

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

#### § 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*

Not later than **forty-two (42)** calendar days from the date of commencement of the Work.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

Liquidated damages in the sum of **Zero Dollars (\$0.00)** per calendar day shall begin to accrue when the Work under this Agreement is not substantially completed by the date noted at § 3.3.1 above, subject to any approved time extensions thereof.

The Owner and the Contractor agree that time is of the essence for this Contract and that the Owner will suffer a financial loss if the Work is not completed within the specified time. The Owner and the Contractor also agree that as such, damages are uncertain in nature and impossible to prove. Therefore the Owner and the Contractor agree that the liquidated damages as stated above are intended as compensatory in nature and not a penalty. Liquidated damages shall begin to accrue when the work under this contract is not Substantially Complete by the date noted in §3.3.1 above; subject to Owner approved extensions of time.

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be **« »** (\$ **« »** ), subject to additions and deductions as provided in the Contract Documents.

#### § 4.2 Alternates, Allowances and Unit Prices

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
As enumerated in Specification Section <b>012300</b>	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.  
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
None		

§ 4.3 Allowances, if any, included in the Contract Sum:  
(Identify each allowance.)

Item	Price
As enumerated in Specification Section <b>012100</b>	

§ 4.4 Unit prices, if any:  
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
As enumerated in Specification Section <b>012200</b>		
<b>#1 – Add/Deduct per Designated Location of PACM Abatement in Wet Wall/Chases</b>	<b>LF</b>	<b>\$</b>

## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.5 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.5.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.5.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.5.3 **Proof of insurance for items stored off site, copies of invoices and photo documentation are to be provided with Application for Payment requesting payment for stored materials. Such documents shall be provided to Architect and Owner in accordance with the schedule set in Section 5.1.3.**

### § 5.1.6 Retainage

§ 5.1.6.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

#### «Five Percent (5%)

§ 5.1.6.2 Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

- .1 Until Substantial Completion, the Owner shall pay no more than ninety-five percent (95%) of the amount due the Contractor on account of progress payments.
- .2 Include a Project Closeout line item equal to the sum of three percent (3%) of the total contract, exclusive of retainage. Refer to 017000 - Execution and Closeout Requirements.
- .3 When, in the opinion of the Contractor, the work contemplated by the terms of the Contract is substantially completed, the Contractor shall submit to the Architect a punch-list of all incomplete items. This punch list will be reviewed by the Architect and adjusted as determined by the Architect. The adjusted punch list shall be considered the approved punch list. The Contractor is required to actively work on their submitted list of incomplete items immediately after transmitting to the Architect and during the time that the Architect assembles the adjusted punch list. Upon receipt of subsequent payment requisitions from the Contractor, the Owner shall approve and promptly pay the Contract balance less two (2) times the value of any remaining items to be completed as identified in the approved punch list and an amount necessary to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged. Any claims, liens or judgments referred to in this clause shall pertain to the Project and shall be filed in accordance with the terms of the Contract, and applicable laws.

§ 5.1.6.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes a portion of the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7, as may be approved by the Architect. The Application for Payment submitted at Substantial Completion, and any subsequent Applications for Payment shall not include retainage as follows:

Two (2) times the value of the following items - incomplete work, work subject to claims and punch list items.

§ 5.1.7 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 5.1.8 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## § 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment.
- .2 a final Certificate for Payment has been issued by the Architect.
- .3 proof of receipt of a certificate of occupancy; and
- .4 as-built drawings, along with all close-out documentation, including, but not limited to all required operation and maintenance manuals and warranties.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment.

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

§ 6.1.1 If the Owner makes a determination to hold the Contractor in default and/or terminate the Contract for cause and it is subsequently determined for any reason whatsoever that either such determination was improper, unwarranted, or wrongful, any such default and/or termination shall be deemed for all purposes to have been a termination for convenience. The Contractor agrees that it shall be entitled to no damages, allowances, overhead, profit, or expenses of any kind other than payment for the value of actual work performed and approved by the Owner and Architect.

## § 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be by litigation in a court of competent jurisdiction

## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination **fee in accordance with AIA A201–2017**,  
§ 14.1.3:

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

Chris White  
The City of Beacon  
One Municipal Plaza  
Beacon, NY 12508

§ 8.3 The Contractor’s representative:  
(Name, address, email address, and other information)

<< >>  
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§ 8.4 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party, **and as stipulated and permitted elsewhere in the Contract Documents.**

## § 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

## § 8.6 DELETED

§ 8.7 Other provisions:

§ 8.7.1 The Contractor is liable, and the Owner shall back charge the Contractor for all the Architect’s time including that of the Architect’s consultants, as calculated at the Architect’s current hourly rate including that of the Architect’s consultants, and costs necessary by the Architect including that of the Architect’s consultants to address any of the following actions or inactions of the Contractor or any of its Subcontractors resulting in:

1. project delays;
2. faulty work;



3. failure to perform any obligation under this agreement;
4. additional time required by the Architect, or the Architect's consultants, for design, research, and/or review necessary as a result of a substitution submitted by the contractor;
5. incomplete or unacceptable project submittals requiring more than two (2) reviews by the Architect;
6. failure to perform closeout in a timely manner;
7. the submission of a claim for contract extension, delay or change order that is rejected; and/or
8. other actions that cause damage or expense to the Owner.

§ 8.7.2 The back charges as noted in 8.7.1 above shall be in the form of a change order deduct. The Contractor's monthly progress payment shall be reduced by said amount or, at the Owner's option, the Contractor's final payment shall be reduced by the total of said amount.

§ 8.7.3 To the fullest extent permitted by law, the Contractor and its subcontractors shall indemnify and hold harmless the Owner, the Owner's Consultants, the Architect, the Architect's Consultants, their agents, officers, employees, or anyone acting on their behalf, for any expense, loss, damages, claims; including reasonable attorney's fees, arising out of the negligent acts, errors, or omissions of the Contractor, its subcontractors, or anyone acting on their behalf.

§ 8.7.4 Contractor, prior to starting work will provide:

1. Certificates of Insurance complying with Attachment "C", in a form acceptable to attorney for Owner, and
2. Indemnification and Hold Harmless by Contractor to Owner per Attachment "D".

§ 8.7.5 Contractor acknowledges its requirement under Specification Section 012100 to provide the allowance therein specified within its base bid. Within this inclusion, the Contractor shall further include all related overhead and profit for allowance labor and materials per Specification Section 012000. No additional contractor markups will be permitted for fees designated within the allowance.

## ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .3 Specifications

Document	Title
Attachment "A"	Project Manual Enumeration (see Specification Section 005200 A)

- .4 Drawings

Document	Title
Attachment "B"	Drawing List (see Specification Section 005200 B)

- .5 Other documents, if any, listed below:

Document	Title
Attachment "C"	Insurance Requirements (see Specification Section 005200 C)
Attachment "D"	Indemnification (see Specification Section 005200 D)

.6 Other Exhibits:

☒ Supplementary and other Conditions of the Contract:

.7 Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** (Signature) (Date)  
« »  
\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
**CONTRACTOR** (Signature) (Date)  
« »  
\_\_\_\_\_  
(Printed name and title)

**AIA A101 ATTACHMENT “A”  
BEACON FIRE STATION ABATEMENT**

**SECTION 005200A - PROJECT MANUAL ENUMERATION**

**PROCUREMENT AND CONTRACTING REQUIREMENTS**

**DIVISION 00 -- PROCUREMENT AND CONTRACTING REQUIREMENTS**

000100 – Project Manual Preface  
000110 - Table of Contents  
001113 – Advertisement to Bid  
001116 – Notice to Bidders  
001116.1 – RFI Transmittal Cover Page  
002112 – Instructions to Bidders AIA A701-2018  
002213 – Supplementary Instructions to Bidders  
003126 – Environmental Survey Report  
004000 – Procurement Forms and Supplements  
004116 – Bid Form  
004313 – Bid Security Form - AIA A310-2010  
005000 – Contracting Forms and Supplements  
005200 – Agreement Form - AIA A101-2017  
005200A – Attachment A - Project Manual Enumeration  
005200B – Attachment B - Drawing List  
005200C – Attachment C – Insurance Requirements  
005200D – Attachment D – Indemnification  
006100 – Payment Bond Form - AIA A312-2010  
006101 – Performance Bond Form - AIA A312-2010  
006519.13 – Affidavit of Payment of Debts and Claims Forms  
006519.15 – Partial Release and Waiver of Lien Form  
006519.16 – Final Release and Waiver of Lien Form  
006519.19 – Consent of Surety to Final Payment Form - AIA G707-1994  
007100 – Contracting Definitions  
007200 – General Conditions - AIA A201-2017  
007300 – Supplementary Conditions  
007346 – Wage Determination Schedule  
009999 – Certificate of Compliance with State Finance Law §139(L)

**SPECIFICATIONS**

**DIVISION 01 -- GENERAL REQUIREMENTS**

011000 – Summary  
012000 – Price and Payment Procedures  
012100 – Allowances  
012200 – Unit Prices  
012300 – Alternates  
013000 – Administrative Requirements  
013216 – Construction Progress Schedule  
014100 – Regulatory Requirements  
014216 – Definitions  
015000 – Temporary Facilities and Controls

015100 – Temporary Utilities  
015500 – Vehicular Access and Parking  
016000 – Product Requirements  
017000 – Execution and Closeout Requirements  
017419 – Construction Waste Management and Disposal  
017800 – Closeout Submittals

**DIVISION 02 – EXISTING CONDITIONS**

028200 – Asbestos Abatement

**END OF SECTION**

# AIA A101 ATTACHMENT "B" - DRAWING SET ENUMERATION

## BEACON FIRE STATION ABATEMENT

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**END OF SECTION**

## SECTION 005200C

### AGREEMENT FORM ATTACHMENT "C" INSURANCE REQUIREMENTS

#### PART 1 GENERAL

##### 1.01 INSURANCE

- A. No work shall commence and the Owner has the option to void the contract unless the Contractor shall secure and deliver a certificate of insurance dated within five (5) days of the date of the signing of the contract and showing that the required policies are in effect. Contractor shall maintain such insurance policies as will protect himself, his subcontractors, and unless otherwise specified, the Owner, its agents, servants and employees and the Architect, and Consultants as additional named insured, from any all claims for Bodily Injuries, Death or Property Damage which may arise from operations under the contract whether such operations be by himself or by any subcontractor or anyone employed by him directly or indirectly, or any other party who may be injured, claim injuries or die.
- B. The insurance policies required under this section shall be as specified in the General Conditions and any Supplementary Conditions thereof.
- C. Contractor shall furnish Original, signed/notarized Certificates of Insurance in triplicate, with the project name and number (if any) stated on the certificates and submit prior to the beginning of on-site operations. The coverage and amounts below are minimum requirements and do not establish limits to the Contractor's liability. Other coverage and higher limits may be provided at the Contractor's option and expense.
- D. Owner will be responsible for Builders Risk and will put in place an appropriate policy with the proper limit to cover the cost of construction and replacement cost of the building.
- E. Worker's Compensation, Employers' Liability (Statutory Limits).
- F. Commercial General Liability and Contractual Liability to be provided on an "occurrence" basis, with coverage to include explosion, collapse, and underground hazards (XCU). Blanket Contractual Products, Independent Contractors Completed Operations, Personal Injury, and Employees as additional insured, with limits of coverage to be:
  - 1. Bodily Injury, Property Damage and Personal Injury Limits:
    - a. \$1,000,000 each occurrence (Bodily Injury and Property Damage)
    - b. \$2,000,000 General aggregate
  - 2. Aggregate shall apply to this project only (aggregate not to include other projects) and must be identified as such on the certificate of insurance.
- G. Automotive Liability including owned, non-owned, and hired automobiles insurance on automobiles of subcontractors and material suppliers must meet the same requirements with limits of coverage to be:
  - 1. Bodily Injury and Property Damage: \$1,000,000 each occurrence.
- H. Excess Umbrella Liability to provide insurance in excess of Employer's Liability, Commercial General Liability, and Automobile Liability policies required thereunder:
  - 1. \$5,000,000 each occurrence
  - 2. \$5,000,000 general aggregate
- I. The Contractor at his own cost shall be responsible for and maintain Property Insurance coverage at his option and expense to cover tools, equipment, etc., owned or rented, the capital value of which is not included in the Work.
- J. All policies are to be written by insurance companies licensed to do business in the State of Connecticut, acceptable to the Owner.
- K. Each insurance certificate must indicate the Project Name and Owner.



- L. All certificates of insurance are to contain substantially the following statement: The insurance covered by this certificate shall not be canceled, nor materially altered, except after thirty (30) days prior written notice to the Owner and Architect which will be sent Registered Mail Return Receipt.
- M. Liability Insurance under a “claims-made” policy is not acceptable. Coverage must be provided on an “occurrence” basis.
- N. **The policy must state that the following are to be named as additional insured in all liability insurance policies: Owner: City of Beacon, Fire Department: Beacon Fire Department; Architect: Mitchell Associates Architects, PLLC; Hazardous Materials Consultant: Quality Environmental Solutions & Technologies, Inc.; Structural Engineer: Construction Manager: The Palombo Group; and their respective members, officers, employees and agents. Coverage is to be primary and non-contributory including umbrella liability coverage. A waiver of subrogation in favor of the owner and their agents shall apply. Additional insured waiver should include coverage for both premises and operations as well as completed operations. Additional insured should be provided using Insurance Services Office, Inc. (ISO) forms CG 2010 and CG 2037 or their equivalents.**

#### 1.02 WAIVER OF SUBROGATION

- A. Contractor waives all rights against Owner and Architect and their agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers’ liability insurance maintained per requirements stated above.

#### 1.03 NOTICE OF CHANGE OR CANCELLATION

- A. No policy will permit cancellation or modification without thirty (30) days prior written notice of cancellation or modification to Owner and Architect.

#### 1.04 CERTIFICATE OF INSURANCE

- A. A Certificate of Insurance shall be provided to Owner and Architect before commencing work. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Contractor’s Commercial General Liability Policy.

#### 1.05 MISCELLANEOUS

- A. Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meaning indicated in General Conditions.
- B. Neither Owner nor Contractor shall, without written consent of the other, assign or sublet in whole or in part his interest under any of the Contract Documents; and specifically, Contractor shall not assign any moneys due or to become due without written consent of Owner. The assignment by Contractor of the Contract or any interest therein, or of money due by reason of the terms hereof, without the written consent of Owner, shall be void.
- C. Owner and Contractor each bind himself, his partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.
- D. All prime contractors shall require the sub-contractors of every level providing labor at the project site provide insurance naming as additional insureds those parties listed in Paragraph 1.01 N (above) on the same terms and basis as set forth in Paragraph 1.01 N.

**END OF ATTACHMENT “C”**

**SECTION 005200D**

**AGREEMENT FORM ATTACHMENT "D" INDEMNIFICATION**

**BEACON FIRE STATION ABATEMENT**

**INDEMNIFICATION AND HOLD HARMLESS REQUIREMENTS**

To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend Owner, Architect, Architect's consultants, and agents and employees of any of them from and against all claims, damages, losses and expenses including but not limited to attorneys' fees arising out of or resulting from the performance of the agreement, provided any such claim, damage, loss or expense:

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and
2. is caused in whole or in part by any act or omission of the Contractor or anyone directly or indirectly employed by it or anyone for whose acts it may be liable pursuant to the performance of the agreement.

Notwithstanding the foregoing, Contractor's obligation to indemnify Owner, Architect, Architect's consultants, and agents and employees of any of them for any judgment, mediation or arbitration award or settlement shall extend only to the percentage of negligence of Contractor or anyone directly or indirectly employed by it or anyone for whose acts it may be liable in connection to such claim, damage, loss and expense. In any and all claims against Owner, Architect, Architect's consultants, and/or any of its agents or employees, employee of Contractor, the indemnification obligation under this paragraph shall not be limited by any limitation of amount or type of damages, compensation or benefits payable by or for Contractor under workers' compensation and benefit acts or other employee benefit acts.

\_\_\_\_\_  
(Contractor)

By: \_\_\_\_\_

Sworn to before me this day of

\_\_\_\_\_, 20\_\_

\_\_\_\_\_

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**END OF SECTION**

# DRAFT AIA® Document A312™ – 2010

## Payment Bond

### CONTRACTOR:

(Name, legal status and address)

« »  
« »

### SURETY:

(Name, legal status and principal place of business)

« »  
« »

### OWNER:

The City of Beacon  
One Municipal Plaza  
Beacon, NY 12508

### CONSTRUCTION CONTRACT

Date: « »

Amount: \$ « »

Description:

Beacon Fire Station Abatement  
13 South Avenue  
Beacon, NY 12508

### BOND

Date:

(Not earlier than Construction Contract Date)

« »

Amount: \$ « »

Modifications to this Bond: « » None « » See Section 18

### CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

### SURETY

Company: (Corporate Seal)

Signature:

Name and « »

Title:

(Any additional signatures appear on the last page of this Payment Bond.)

Signature:

Name and « »

Title:

(FOR INFORMATION ONLY — Name, address and telephone)

### AGENT or BROKER:

« »  
« »  
« »

### OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

« »  
« »  
« »  
« »  
« »  
« »

**ADDITIONS AND DELETIONS:** The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

## § 16 Definitions

§ 16.1 **Claim.** A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 **Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

« »

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company: (Corporate Seal)

Signature:

Name and Title: « »« »

Address: « »

**SURETY**

Company: (Corporate Seal)

Signature:

Name and Title: « »« »

Address: « »



# DRAFT AIA® Document A312™ – 2010

## Performance Bond

### CONTRACTOR:

(Name, legal status and address)

« »  
« »

### SURETY:

(Name, legal status and principal place of business)

« »  
« »

### OWNER:

The City of Beacon  
One Municipal Plaza  
Beacon, NY 12508

### CONSTRUCTION CONTRACT

Date: « »

Amount: \$ « »

Description:

Beacon Fire Station Abatement  
13 South Avenue  
Beacon, NY 12508

### BOND

Date:

(Not earlier than Construction Contract Date)

« »

Amount: \$ « »

Modifications to this Bond: « » None « » See Section 16

### CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Signature:

Name and « »

Title:

### SURETY

Company: (Corporate Seal)

Signature:

Name and « »

Title:

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

### AGENT or BROKER:

« »  
« »  
« »

### OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

« »  
« »  
« »  
« »  
« »  
« »

**ADDITIONS AND DELETIONS:** The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the

Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### § 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

« »

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

**CONTRACTOR AS PRINCIPAL**

Company: (Corporate Seal)

Signature:

Name and Title: « »« »

Address: « »

**SURETY**

Company: (Corporate Seal)

Signature:

Name and Title: « »« »

Address: « »

**SECTION 006519.13**  
**AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS FORM**

**PART 1 GENERAL**

1.01 FORM OF AFFIDAVIT OF PAYMENTS OF DEBTS AND CLAIMS

- A. The Contractor's Affidavit of Payments of Debts and Claims applicable to each contract is attached following this page.

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

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**END OF DOCUMENT**

**SECTION 006519.15**  
**PARTIAL RELEASE AND WAIVER OF LIEN FORM**

PROJECT: BEACON FIRE STATION ABATEMENT  
OWNER: CITY OF BEACON  
ARCHITECT: MITCHELL ASSOCIATES ARCHITECTS, PLLC

29 Thacher Park Road

Voorheesville, NY 12186

Ph: (518) 765-4571; Fax: (518) 765-2950

CONTRACTOR:

SUBCONTRACTOR:

SUPPLIER:

AMOUNT CURRENTLY DUE:

In the consideration of payment made by \_\_\_\_\_ to \_\_\_\_\_ in the sum of \$ \_\_\_\_\_ for all work, labor, materials, equipment and services furnished through the period ending \_\_\_\_\_ in connection with the project named above.

The UNDERSIGNED hereby releases the Owner and Architect listed above, through the date of this Partial Release and Waiver of Lien, from any and all claims and demands of every kind and character, including but not limited to claims for labor and/or materials and/or equipment and/or additional work and/or delays under the aforesaid contract in any way growing out of or connected with said contract. The undersigned does hereby covenant and agree not to claim or file a mechanic's lien or any other lien against the contract and/or premises for materials furnished or labor performed in connection with such a project.

The UNDERSIGNED further warrants

1. All subcontractors employed by the undersigned upon this project have been fully paid to this date hereof;
2. All workmen employed by it or its subcontractors upon this project have been fully paid to this date hereof;
3. All materialmen from whom the undersigned or its subcontractors have purchased materials used in this project have been paid for the materials delivered on or prior to this date;
4. None of such workmen and/or materialmen have any claim or demand right of lien;
5. He/She is an authorized officer with full power to execute this Partial Release and Waiver of Lien.

Witness the signature and seal of the undersigned as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Attest: \_\_\_\_\_

SIGNED: \_\_\_\_\_

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

NAME/TITLE: \_\_\_\_\_

**SWORN TO ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_**

**NOTARY PUBLIC** \_\_\_\_\_

CORRESPONDS TO CERTIFICATE & APPLICATION FOR PAYMENT NO. \_\_\_\_\_



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**END OF AFFIDAVIT OF PARTIAL RELEASE OF LIENS**

**SECTION 006519.16**  
**FINAL RELEASE AND WAIVER OF LIEN FORM**

PROJECT: BEACON FIRE STATION ABATEMENT  
OWNER: CITY OF BEACON  
ARCHITECT: MITCHELL ASSOCIATES ARCHITECTS, PLLC

29 Thacher Park Road	
Voorheesville, NY 12186	
Ph: (518) 765-4571; Fax: (518) 765-2950	
CONTRACTOR:	_____
SUBCONTRACTOR:	_____
SUPPLIER:	_____
FINAL CONTRACT AMOUNT:	_____

The UNDERSIGNED hereby releases the Owner and Architect listed above from any and all claims and demands of every kind and character, including but not limited to claims for labor and/or materials and/or equipment and/or additional work and/or delays under the aforesaid contract in any way growing out of or connected with said contract. The undersigned does hereby covenant and agree not to claim or file a mechanic's lien or any other lien against the contract and/or premises for materials furnished or labor performed in connection with such a project.

The UNDERSIGNED further warrants that

1. All subcontractors employed by the undersigned upon this project have been fully paid to this date hereof;
2. All workmen employed by it or its subcontractors upon this project have been fully paid to this date hereof;
3. All materialmen from whom the undersigned or its subcontractors have purchased materials used in this project have been paid for the materials delivered on or prior to this date;
4. None of such workmen and/or materialmen have any claim or demand or right of lien, and;
5. He/She is an authorized officer with full power to execute this Final Release and Waiver of Lien.

Witness the signature and seal of the undersigned as of the _____ day of _____, 20____.
Attest: _____
SIGNED: _____
DATE: _____
NAME/TITLE: _____
<b>SWORN TO ME THIS _____ DAY OF _____, 20____</b>
<b>NOTARY PUBLIC</b> _____
CORRESPONDS TO CERTIFICATE & APPLICATION FOR PAYMENT NO. _____

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**END OF AFFIDAVIT OF FINAL RELEASE OF LIENS**

**SECTION 006519.19**  
**CONSENT OF SURETY TO FINAL PAYMENT FORM**

**PART 1 GENERAL**

1.01 FORM OF CONSENT OF SURETY TO FINAL PAYMENT

- A. The Consent of Surety to Final Payment applicable to each contract is attached following this page.

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

**THIS PAGE LEFT BLANK INTENTIONALLY**

**END OF DOCUMENT**

# DRAFT AIA® Document G707™ – 1994

## Consent Of Surety to Final Payment

PROJECT: *(Name and address)*

Beacon Fire Station Abatement  
13 South Avenue  
Beacon, NY 12508

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR:

TO OWNER: *(Name and address)*

CONTRACT DATED:

OWNER: ☐

ARCHITECT: ☐

CONTRACTOR: ☐

SURETY: ☐

OTHER: ☐

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
*(Insert name and address of Surety)*

on bond of  
*(Insert name and address of Contractor)*

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to  
*(Insert name and address of Owner)*

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:  
*(Insert in writing the month followed by the numeric date and year.)*

\_\_\_\_\_  
*(Surety)*

\_\_\_\_\_  
*(Signature of authorized representative)*

\_\_\_\_\_  
*(Printed name and title)*

Attest:

(Seal):

**SECTION 007100**  
**CONTRACTING DEFINITIONS**

**PART 1 GENERAL**

1.01 APPLICABILITY: THESE DEFINITIONS ARE INTEGRAL TO THE AGREEMENT.

1.02 RELATED REQUIREMENTS

- A. Section 028200 – Asbestos Abatement: Additional project definitions directly related to the abatement scope of work.

1.03 DEFINITIONS - CONTRACT DOCUMENTS

- A. Contract Documents: As defined in the Conditions of the Contract and as follows:
  - 1. At the time of execution of the Agreement, Contract Documents consist of the following:
    - a. The Agreement and Conditions of the Contract, and other documents listed on the Table of Contents under the heading Contracting Requirements.
  - 2. From time to time after execution of the Agreement, upon approval by the Owner, the following types of documents will be incorporated into Contract Documents:
    - a. Drawings and other documents documenting the design.
    - b. Construction drawings and specifications detailing the execution of the design.

1.04 DEFINITIONS - TIME PERIODS AND MILESTONE DATES

- A. Construction: The time period from the beginning of work on the project site until final payment as defined by the Conditions of the Contract.
- B. Substantial Completion: The date as defined in the Conditions of the Contract. Date of Substantial Completion is the due date for the following:
  - 1. Contractor's comprehensive list of all items to be completed and corrected prior to final payment, submitted to the Architect.
  - 2. Compliance with requirements of governing authorities, for submittals, inspections, and permits.
  - 3. Compliance with Owner's requirements for access to areas occupied by the Owner.
- C. Closeout: The time period during which all details of both construction and commissioning are completed.
  - 1. The Closeout period is the time from Date of Substantial Completion until final payment, both as defined by the Conditions of the Contract.
  - 2. Before and during the Closeout period, the Owner will ascertain whether the completed project complies with Contract Documents.
  - 3. Training of Owner's personnel in operation and maintenance occurs during the Closeout period, unless specifically indicated otherwise for certain items.
- D. Correction Period: The time period defined by the Conditions of the Contract.



**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

**SECTION 007200  
GENERAL CONDITIONS**

**PART 1 GENERAL**

**1.01 FORM OF GENERAL CONDITIONS**

- A. The General Conditions applicable to this contract is attached following this page.

**1.02 RELATED REQUIREMENTS**

- A. SECTION 007300 - Supplementary Conditions.
- B. SECTION 014216 - Definitions.
- C. SECTION 028200 – Asbestos Abatement

**1.03 SUPPLEMENTARY CONDITIONS**

- A. REFER TO DOCUMENT 007300 - Supplementary Conditions FOR AMENDMENTS TO THESE GENERAL CONDITIONS.

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

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**END OF SECTION**

# DRAFT AIA® Document A201™ – 2017

## General Conditions of the Contract for Construction

for the following PROJECT:

Beacon Fire Station Abatement  
13 South Avenue  
Beacon, NY 12508

### THE OWNER:

The City of Beacon  
One Municipal Plaza  
Beacon, NY 12508

### THE ARCHITECT:

Mitchell Associates Architects, PLLC  
29 Thacher Park Road  
Voorheesville, NY 12186

### TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 OWNER
- 3 CONTRACTOR
- 4 ARCHITECT
- 5 SUBCONTRACTORS
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 7 CHANGES IN THE WORK
- 8 TIME
- 9 PAYMENTS AND COMPLETION
- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 INSURANCE AND BONDS
- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
- 15 CLAIMS AND DISPUTES

**ADDITIONS AND DELETIONS:** The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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## INDEX

(Topics and numbers in bold are Section headings.)

### Acceptance of Nonconforming Work

9.6.6, 9.9.3, **12.3**

#### Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, **12.3**

### Access to Work

**3.16**, 6.2.1, **12.1**

#### Accident Prevention

**10**

#### Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.3.2, 14.1, 15.1.2, **15.2**

#### Addenda

1.1.1

#### Additional Costs, Claims for

3.7.4, 3.7.5, 10.3.2, **15.1.5**

### Additional Inspections and Testing

9.4.2, 9.8.3, **12.2.1**, **13.4**

### Additional Time, Claims for

3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.6**

### Administration of the Contract

3.1.3, **4.2**, 9.4, 9.5

#### Advertisement or Invitation to Bid

1.1.1

#### Aesthetic Effect

4.2.13

### Allowances

**3.8**

### Applications for Payment

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10

#### Approvals

2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9,

3.12.10.1, 4.2.7, 9.3.2, **13.4.1**

#### Arbitration

8.3.1, **15.3.2**, **15.4**

## ARCHITECT

**4**

### Architect, Definition of

**4.1.1**

#### Architect, Extent of Authority

2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, **12.1**, **12.2.1**, **13.4.1**, **13.4.2**, **14.2.2**, **14.2.4**, **15.1.4**, **15.2.1**

#### Architect, Limitations of Authority and Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.4, 9.6.4, **15.1.4**, **15.2**

#### Architect's Additional Services and Expenses

2.5, **12.2.1**, **13.4.2**, **13.4.3**, **14.2.4**

#### Architect's Administration of the Contract

3.1.3, 3.7.4, **15.2**, 9.4.1, 9.5

#### Architect's Approvals

2.5, 3.1.3, 3.5, 3.10.2, 4.2.7

#### Architect's Authority to Reject Work

3.5, 4.2.6, **12.1.2**, **12.2.1**

### Architect's Copyright

1.1.7, **1.5**

### Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, **13.4.2**, **15.2**

### Architect's Inspections

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, **13.4**

### Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, **13.4.2**

### Architect's Interpretations

4.2.11, 4.2.12

### Architect's Project Representative

4.2.10

### Architect's Relationship with Contractor

1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, **13.4**, **15.2**

### Architect's Relationship with Subcontractors

1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, **11.3**

### Architect's Representations

9.4.2, 9.5.1, 9.10.1

### Architect's Site Visits

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, **13.4**

### Asbestos

**10.3.1**

### Attorneys' Fees

3.18.1, 9.6.8, 9.10.2, **10.3.3**

### Award of Separate Contracts

6.1.1, 6.1.2

### Award of Subcontracts and Other Contracts for Portions of the Work

**5.2**

## Basic Definitions

**1.1**

### Bidding Requirements

1.1.1

### Binding Dispute Resolution

8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.3.3, **15.4.1**

### Bonds, Lien

7.3.4.4, 9.6.8, 9.10.2, 9.10.3

### Bonds, Performance, and Payment

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**, **11.1.3**, **11.5**

### Building Information Models Use and Reliance

**1.8**

### Building Permit

3.7.1

## Capitalization

**1.3**

### Certificate of Substantial Completion

9.8.3, 9.8.4, 9.8.5

### Certificates for Payment

4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, **14.2.4**, **15.1.4**

### Certificates of Inspection, Testing or Approval

**13.4.4**

Certificates of Insurance

9.10.2

### **Change Orders**

1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2

**Change Orders**, Definition of

**7.2.1**

### **CHANGES IN THE WORK**

2.2.2, 3.11, 4.2.8, 7, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.5

**Claims**, Definition of

**15.1.1**

Claims, Notice of

1.6.2, 15.1.3

### **CLAIMS AND DISPUTES**

3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4

Claims and Timely Assertion of Claims

15.4.1

### **Claims for Additional Cost**

3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, **15.1.5**

### **Claims for Additional Time**

3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, **15.1.6**

### **Concealed or Unknown Conditions, Claims for**

**3.7.4**

Claims for Damages

3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3,

11.3.2, 14.2.4, 15.1.7

Claims Subject to Arbitration

15.4.1

### **Cleaning Up**

**3.15**, 6.3

Commencement of the Work, Conditions Relating to

2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3,

6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, **15.1.5**

**Commencement of the Work**, Definition of

**8.1.2**

### **Communications**

3.9.1, **4.2.4**

Completion, Conditions Relating to

3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1,

9.10, 12.2, 14.1.2, 15.1.2

### **COMPLETION, PAYMENTS AND**

**9**

Completion, Substantial

3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1,

9.10.3, 12.2, 15.1.2

Compliance with Laws

2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1,

13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8,

15.4.2, 15.4.3

Concealed or Unknown Conditions

3.7.4, 4.2.8, 8.3.1, 10.3

Conditions of the Contract

1.1.1, 6.1.1, 6.1.4

Consent, Written

3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2,

15.4.4.2

### **Consolidation or Joinder**

**15.4.4**

### **CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

1.1.4, **6**

**Construction Change Directive**, Definition of

**7.3.1**

### **Construction Change Directives**

1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**,

9.3.1.1

Construction Schedules, Contractor's

3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

### **Contingent Assignment of Subcontracts**

**5.4**, 14.2.2.2

### **Continuing Contract Performance**

**15.1.4**

**Contract**, Definition of

**1.1.2**

### **CONTRACT, TERMINATION OR SUSPENSION OF THE**

5.4.1.1, 5.4.2, 11.5, **14**

Contract Administration

3.1.3, 4, 9.4, 9.5

Contract Award and Execution, Conditions Relating to

3.7.1, 3.10, 5.2, 6.1

Contract Documents, Copies Furnished and Use of

1.5.2, 2.3.6, 5.3

**Contract Documents**, Definition of

**1.1.1**

### **Contract Sum**

2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, **9.1**, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2, 12.3, 14.2.4, 14.3.2, 15.1.4.2, **15.1.5**, **15.2.5**

**Contract Sum**, Definition of

**9.1**

Contract Time

1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5,

7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1,

8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2,

14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5

**Contract Time**, Definition of

8.1.1

### **CONTRACTOR**

**3**

**Contractor**, Definition of

**3.1**, **6.1.2**

### **Contractor's Construction and Submittal Schedules**

**3.10**, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2

Contractor's Employees

2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2,

10.3, 11.3, 14.1, 14.2.1.1

### **Contractor's Liability Insurance**

**11.1**

Contractor's Relationship with Separate Contractors and Owner's Forces

3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4

Contractor's Relationship with Subcontractors  
1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7, 9.10.2, 11.2, 11.3, 11.4

Contractor's Relationship with the Architect  
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1

Contractor's Representations  
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2

Contractor's Responsibility for Those Performing the Work  
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8

Contractor's Review of Contract Documents  
3.2

Contractor's Right to Stop the Work  
2.2.2, 9.7

Contractor's Right to Terminate the Contract  
14.1

Contractor's Submittals  
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3

Contractor's Superintendent  
3.9, 10.2.6

Contractor's Supervision and Construction Procedures  
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4

Coordination and Correlation  
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1

Copies Furnished of Drawings and Specifications  
1.5, 2.3.6, 3.11

Copyrights  
1.5, **3.17**

Correction of Work  
2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**, 12.3, 15.1.3.1, 15.1.3.2, 15.2.1

**Correlation and Intent of the Contract Documents**  
**1.2**

**Cost**, Definition of  
**7.3.4**

Costs  
2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14

**Cutting and Patching**  
**3.14**, 6.2.5

Damage to Construction of Owner or Separate Contractors  
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4

Damage to the Work  
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4

Damages, Claims for  
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2, 11.3, 14.2.4, 15.1.7

Damages for Delay  
6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2

**Date of Commencement of the Work**, Definition of

## 8.1.2

**Date of Substantial Completion**, Definition of

## 8.1.3

**Day**, Definition of

## 8.1.4

Decisions of the Architect

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2, 14.2.2, 14.2.4, 15.1, 15.2

**Decisions to Withhold Certification**

9.4.1, **9.5**, 9.7, 14.1.1.3

Defective or Nonconforming Work, Acceptance, Rejection and Correction of

2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1

Definitions

1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1

**Delays and Extensions of Time**

**3.2**, **3.7.4**, 5.2.3, 7.2.1, 7.3.1, **7.4**, **8.3**, 9.5.1, **9.7**, 10.3.2, **10.4**, 14.3.2, **15.1.6**, 15.2.5

**Digital Data Use and Transmission**

**1.7**

Disputes

6.3, 7.3.9, 15.1, 15.2

**Documents and Samples at the Site**

**3.11**

**Drawings**, Definition of

**1.1.5**

Drawings and Specifications, Use and Ownership of  
3.11

Effective Date of Insurance

8.2.2

**Emergencies**

**10.4**, 14.1.1.2, **15.1.5**

Employees, Contractor's

3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.3, 14.1, 14.2.1.1

Equipment, Labor, or Materials

1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2

Execution and Progress of the Work

1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4

Extensions of Time

3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.6, **15.2.5**

**Failure of Payment**

9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Faulty Work

(See Defective or Nonconforming Work)

**Final Completion and Final Payment**

4.2.1, 4.2.9, 9.8.2, **9.10**, 12.3, 14.2.4, 14.4.3

Financial Arrangements, Owner's

2.2.1, 13.2.2, 14.1.1.4

**GENERAL PROVISIONS**



# 1

## Governing Law

### 13.1

Guarantees (See Warranty)

## Hazardous Materials and Substances

### 10.2.4, 10.3

Identification of Subcontractors and Suppliers

5.2.1

## Indemnification

3.1.7, 3.18, 9.6.8, 9.10.2, 10.3.3, 11.3

## Information and Services Required of the Owner

2.1.2, 2.2, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5,

9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2,

14.1.1.4, 14.1.4, 15.1.4

## Initial Decision

### 15.2

## Initial Decision Maker, Definition of

1.1.8

Initial Decision Maker, Decisions

14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Initial Decision Maker, Extent of Authority

14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

## Injury or Damage to Person or Property

### 10.2.8, 10.4

Inspections

3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,

9.9.2, 9.10.1, 12.2.1, 13.4

Instructions to Bidders

1.1.1

Instructions to the Contractor

3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2

## Instruments of Service, Definition of

### 1.1.7

Insurance

6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5,

## 11

## Insurance, Notice of Cancellation or Expiration

### 11.1.4, 11.2.3

## Insurance, Contractor's Liability

### 11.1

Insurance, Effective Date of

8.2.2, 14.4.2

## Insurance, Owner's Liability

### 11.2

## Insurance, Property

### 10.2.5, 11.2, 11.4, 11.5

Insurance, Stored Materials

9.3.2

## INSURANCE AND BONDS

### 11

Insurance Companies, Consent to Partial Occupancy

9.9.1

Insured loss, Adjustment and Settlement of

11.5

Intent of the Contract Documents

1.2.1, 4.2.7, 4.2.12, 4.2.13

## Interest

### 13.5

## Interpretation

1.1.8, 1.2.3, 1.4, 4.1.1, 5.1, 6.1.2, 15.1.1

Interpretations, Written

4.2.11, 4.2.12

Judgment on Final Award

15.4.2

## Labor and Materials, Equipment

1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,

5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1,

10.2.4, 14.2.1.1, 14.2.1.2

Labor Disputes

8.3.1

Laws and Regulations

1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4,

9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8,

15.4

Liens

2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

Limitations, Statutes of

12.2.5, 15.1.2, 15.4.1.1

Limitations of Liability

3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6,

4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3,

11.3, 12.2.5, 13.3.1

Limitations of Time

2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7,

5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,

9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15,

15.1.2, 15.1.3, 15.1.5

## Materials, Hazardous

### 10.2.4, 10.3

Materials, Labor, Equipment and

1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,

5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2,

10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2

Means, Methods, Techniques, Sequences and

Procedures of Construction

3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2

Mechanic's Lien

2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

## Mediation

8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, 15.3, 15.4.1,

15.4.1.1

## Minor Changes in the Work

1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, 7.4

## MISCELLANEOUS PROVISIONS

### 13

## Modifications, Definition of

### 1.1.1

Modifications to the Contract

1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7,

10.3.2

## Mutual Responsibility

### 6.2

## Nonconforming Work, Acceptance of

9.6.6, 9.9.3, 12.3

Nonconforming Work, Rejection and Correction of

2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2

## **Notice**

**1.6**, 1.6.1, 1.6.2, 2.1.2, 2.2.2., 2.2.3, 2.2.4, 2.5, 3.2.4, 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4, 8.2.2 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1, 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5, 15.1.6, 15.4.1

Notice of Cancellation or Expiration of Insurance

11.1.4, 11.2.3

## **Notice of Claims**

1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, **15.1.3**, 15.1.5, 15.1.6, 15.2.8, 15.3.2, 15.4.1

Notice of Testing and Inspections

13.4.1, 13.4.2

Observations, Contractor's

3.2, 3.7.4

Occupancy

2.3.1, 9.6.6, 9.8

Orders, Written

1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2, 14.3.1

## **OWNER**

### **2**

**Owner**, Definition of

### **2.1.1**

**Owner**, Evidence of Financial Arrangements

**2.2**, 13.2.2, 14.1.1.4

**Owner**, Information and Services Required of the

2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4

Owner's Authority

1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7

**Owner's Insurance**

### **11.2**

Owner's Relationship with Subcontractors

1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2

**Owner's Right to Carry Out the Work**

**2.5**, 14.2.2

**Owner's Right to Clean Up**

### **6.3**

**Owner's Right to Perform Construction and to**

**Award Separate Contracts**

### **6.1**

**Owner's Right to Stop the Work**

### **2.4**

Owner's Right to Suspend the Work

14.3

Owner's Right to Terminate the Contract

14.2, 14.4

**Ownership and Use of Drawings, Specifications and Other Instruments of Service**

1.1.1, 1.1.6, 1.1.7, **1.5**, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12, 5.3

**Partial Occupancy or Use**

9.6.6, **9.9**

**Patching, Cutting and**

**3.14**, 6.2.5

Patents

3.17

**Payment, Applications for**

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3

**Payment, Certificates for**

4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4

**Payment, Failure of**

9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Payment, Final

4.2.1, 4.2.9, **9.10**, 12.3, 14.2.4, 14.4.3

**Payment Bond, Performance Bond and**

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**

**Payments, Progress**

9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

## **PAYMENTS AND COMPLETION**

### **9**

Payments to Subcontractors

5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2

PCB

10.3.1

**Performance Bond and Payment Bond**

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**

**Permits, Fees, Notices and Compliance with Laws**

2.3.1, **3.7**, 3.13, 7.3.4.4, 10.2.2

## **PERSONS AND PROPERTY, PROTECTION OF**

### **10**

Polychlorinated Biphenyl

10.3.1

**Product Data**, Definition of

### **3.12.2**

**Product Data and Samples, Shop Drawings**

3.11, **3.12**, 4.2.7

**Progress and Completion**

4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.4

**Progress Payments**

9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

**Project**, Definition of

### **1.1.4**

Project Representatives

4.2.10

**Property Insurance**

10.2.5, **11.2**

**Proposal Requirements**

1.1.1

## **PROTECTION OF PERSONS AND PROPERTY**

### **10**

Regulations and Laws

1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4

Rejection of Work  
4.2.6, 12.2.1  
Releases and Waivers of Liens  
9.3.1, 9.10.2  
Representations  
3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1  
Representatives  
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1  
Responsibility for Those Performing the Work  
3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10  
Retainage  
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3  
**Review of Contract Documents and Field Conditions by Contractor**  
**3.2**, 3.12.7, 6.1.3  
Review of Contractor's Submittals by Owner and Architect  
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2  
Review of Shop Drawings, Product Data and Samples by Contractor  
3.12  
**Rights and Remedies**  
1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2, 12.2.4, **13.3**, 14, 15.4  
**Royalties, Patents and Copyrights**  
**3.17**  
Rules and Notices for Arbitration  
15.4.1  
**Safety of Persons and Property**  
**10.2**, 10.4  
**Safety Precautions and Programs**  
3.3.1, 4.2.2, 4.2.7, 5.3, **10.1**, 10.2, 10.4  
**Samples, Definition of**  
**3.12.3**  
**Samples, Shop Drawings, Product Data and**  
3.11, **3.12**, 4.2.7  
**Samples at the Site, Documents and**  
**3.11**  
**Schedule of Values**  
**9.2**, 9.3.1  
Schedules, Construction  
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2  
Separate Contracts and Contractors  
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2  
**Separate Contractors, Definition of**  
**6.1.1**  
**Shop Drawings, Definition of**  
**3.12.1**  
**Shop Drawings, Product Data and Samples**  
3.11, **3.12**, 4.2.7  
**Site, Use of**  
**3.13**, 6.1.1, 6.2.1  
Site Inspections  
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4  
Site Visits, Architect's  
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4  
Special Inspections and Testing

4.2.6, 12.2.1, 13.4  
**Specifications, Definition of**  
**1.1.6**  
**Specifications**  
1.1.1, **1.1.6**, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14  
Statute of Limitations  
15.1.2, 15.4.1.1  
Stopping the Work  
2.2.2, 2.4, 9.7, 10.3, 14.1  
Stored Materials  
6.2.1, 9.3.2, 10.2.1.2, 10.2.4  
**Subcontractor, Definition of**  
**5.1.1**  
**SUBCONTRACTORS**  
**5**  
Subcontractors, Work by  
1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7  
**Subcontractual Relations**  
**5.3**, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1  
Submittals  
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3  
Submittal Schedule  
3.10.2, 3.12.5, 4.2.7  
**Subrogation, Waivers of**  
6.1.1, **11.3**  
**Substances, Hazardous**  
**10.3**  
**Substantial Completion**  
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, **9.8**, 9.9.1, 9.10.3, 12.2, 15.1.2  
**Substantial Completion, Definition of**  
**9.8.1**  
Substitution of Subcontractors  
5.2.3, 5.2.4  
Substitution of Architect  
2.3.3  
Substitutions of Materials  
3.4.2, 3.5, 7.3.8  
**Sub-subcontractor, Definition of**  
**5.1.2**  
Subsurface Conditions  
3.7.4  
**Successors and Assigns**  
**13.2**  
**Superintendent**  
3.9, 10.2.6  
**Supervision and Construction Procedures**  
1.2.2, **3.3**, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4  
Suppliers  
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6, 9.10.5, 14.2.1  
Surety  
5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2, 15.2.7  
Surety, Consent of

9.8.5, 9.10.2, 9.10.3

Surveys

1.1.7, 2.3.4

### **Suspension by the Owner for Convenience 14.3**

Suspension of the Work

3.7.5, 5.4.2, 14.3

Suspension or Termination of the Contract

5.4.1.1, 14

### **Taxes**

3.6, 3.8.2.1, 7.3.4.4

### **Termination by the Contractor**

14.1, 15.1.7

### **Termination by the Owner for Cause**

5.4.1.1, 14.2, 15.1.7

### **Termination by the Owner for Convenience 14.4**

Termination of the Architect

2.3.3

Termination of the Contractor Employment

14.2.2

## **TERMINATION OR SUSPENSION OF THE CONTRACT**

### **14**

#### **Tests and Inspections**

3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,  
9.9.2, 9.10.1, 10.3.2, 12.2.1, 13.4

### **TIME**

#### **8**

#### **Time, Delays and Extensions of**

3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7,  
10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5

Time Limits

2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2,  
5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1,  
9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2,  
15.1.3, 15.4

#### **Time Limits on Claims**

3.7.4, 10.2.8, 15.1.2, 15.1.3

Title to Work

9.3.2, 9.3.3

## **UNCOVERING AND CORRECTION OF WORK 12**

### **Uncovering of Work 12.1**

Unforeseen Conditions, Concealed or Unknown

3.7.4, 8.3.1, 10.3

Unit Prices

7.3.3.2, 9.1.2

Use of Documents

1.1.1, 1.5, 2.3.6, 3.12.6, 5.3

### **Use of Site**

3.13, 6.1.1, 6.2.1

### **Values, Schedule of**

9.2, 9.3.1

Waiver of Claims by the Architect

13.3.2

Waiver of Claims by the Contractor

9.10.5, 13.3.2, 15.1.7

Waiver of Claims by the Owner

9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, 15.1.7

Waiver of Consequential Damages

14.2.4, 15.1.7

Waiver of Liens

9.3, 9.10.2, 9.10.4

### **Waivers of Subrogation**

6.1.1, 11.3

### **Warranty**

3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2,  
15.1.2

Weather Delays

8.3, 15.1.6.2

### **Work, Definition of**

#### **1.1.3**

Written Consent

1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3,  
13.2, 13.3.2, 15.4.4.2

Written Interpretations

4.2.11, 4.2.12

Written Orders

1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

## **ARTICLE 1 GENERAL PROVISIONS**

### **§ 1.1 Basic Definitions**

#### **§ 1.1.1 The Contract Documents**

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

#### **§ 1.1.2 The Contract**

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

#### **§ 1.1.3 The Work**

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

#### **§ 1.1.4 The Project**

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

#### **§ 1.1.5 The Drawings**

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

#### **§ 1.1.6 The Specifications**

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

#### **§ 1.1.7 Instruments of Service**

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

#### **§ 1.1.8 Initial Decision Maker**

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

### **§ 1.2 Correlation and Intent of the Contract Documents**

**§ 1.2.1** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

**§ 1.2.1.1** The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

**.1 In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:**

- .1 The AIA A101 Standard Form of Agreement Between Owner and Contractor;**
- .2 Bid Addenda, with those of late date having precedence over those of earlier date;**
- .3 The AIA A201 General Conditions of the Contract for Construction;**
- .4 Project Drawings and Specifications**

**.2 In the case of an inconsistency between the Drawings and the Specifications, or within either Document – not clarified by Addendum, the better quality or greater quality or quantity of Work shall be provided. The Contractor shall submit his action in writing to the Architect for review and interpretation. The Architect's decision is final.**

**§ 1.2.2** Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

**§ 1.2.3** Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

### **§ 1.3 Capitalization**

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

### **§ 1.4 Interpretation**

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

### **§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service**

**§ 1.5.1** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

**§ 1.5.2** The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

### **§ 1.6 Notice**

**§ 1.6.1** Except as may be otherwise noted elsewhere in the contract documents, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

**§ 1.6.2** Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, facsimile, electronic mail, or by courier with proof of delivery.



## § 1.7 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

## ARTICLE 2 OWNER

### § 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

### § 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

### § 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor, **free of charge at the discretion of the Owner up to three (3) copies of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2. Additional sets will be furnished at the cost of reproduction, postage, and handling.**



## **§ 2.4 Owner's Right to Stop the Work**

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

## **§ 2.5 Owner's Right to Carry Out the Work**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

## **§ 2.5**

In no event shall the Owner have control over, charge or any responsibility for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted Owner in the Contract Documents.

## **ARTICLE 3 CONTRACTOR**

### **§ 3.1 General**

**§ 3.1.1** The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

**§ 3.1.2** The Contractor shall perform the Work in accordance with the Contract Documents.

**§ 3.1.3** The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

### **§ 3.2 Review of Contract Documents and Field Conditions by Contractor**

**§ 3.2.1** Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

**§ 3.2.2** Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

**§ 3.2.3** The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall

promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

**§ 3.2.4** If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

**§ 3.2.5** If the Contractor, during the progress of the work, discovers any discrepancies between the Drawings and the Specifications, errors and/or omissions on the Drawings, or any discrepancies between physical condition of the Work and the Drawings, he shall immediately notify the Architect in writing. Whether or not an error is believed to exist, deviations from the Drawings and dimensions given thereon shall be made only after approval in writing is obtained from the Architect. Any work performed after such discovery without the approval of the Architect shall be at the Contractor's risk and expense.

**§ 3.2.6** Whenever the Drawings show existing or other construction not required as part of the Contract Work, it is understood that it is so shown as a matter of information and that the Owner, while believing such information to be substantially correct, assumes no responsibility thereof. The Contractor shall make himself familiar with all conditions affecting the nature and manner of conducting the work.

### **§ 3.3 Supervision and Construction Procedures**

**§ 3.3.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

**§ 3.3.2** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

**§ 3.3.3** The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

### **§ 3.4 Labor and Materials**

**§ 3.4.1** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

**§ 3.4.2** Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

**§ 3.4.3** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

**§ 3.4.4** On receipt of signed Contract, Contractor will be expected to place firm orders with vendors for needed materials upon review by Architect of related product data sheets. If deemed necessary to assure delivery of materials at times needed, Contractor, with approval of Architect, may accept delivery of such materials at any time, and may include cost of such materials in next monthly application for payment, provided such materials have actually been delivered to Contractor and properly stored by him with approval or under direction of the Architect either at job site or in an approved storage shed or warehouse.

**§ 3.4.4.1** If stored off site, Contractor shall furnish proof of title by Owner, provide photos of same and provide adequate insurance coverage.

**§ 3.4.5** Contractor shall warrant that he has good title to all materials used by him as part of work of this Contract. No materials or supplies shall be purchased by Contractor or any of his subcontractors that are subject to any chattel mortgage, conditional sale or other agreement by which an interest is retained by Seller.

**§ 3.4.6** Contractor shall deliver all materials at such times as will ensure speedy and uninterrupted progress of work.

**§ 3.4.7** All articles, materials and equipment shall be applied, installed, connected, used, cleaned and conditioned in accord with directions of manufacturer unless otherwise specified herein.

### **§ 3.5 Warranty**

**§ 3.5.1** The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

**§ 3.5.2** All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

### **§ 3.6 Taxes**

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. **As a political subdivision (or 501 c.3) of the State of New York, the Owner is exempt from New York State sales and compensatory use taxes.**

### **§ 3.7 Permits, Fees, Notices and Compliance with Laws**

**§ 3.7.1** Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

**§ 3.7.2** The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

**§ 3.7.3** If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

### **§ 3.7.4 Concealed or Unknown Conditions**

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an

unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than **21** days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

**§ 3.7.5** If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

### **§ 3.8 Allowances**

**§ 3.8.1** The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

**§ 3.8.2** Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but **no overhead and/or profit mark-ups are permitted by the contractor within the allowance(s) of the project**; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

**§ 3.8.3** Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

### **§ 3.9 Superintendent**

**§ 3.9.1** The Contractor shall employ a competent **English-speaking superintendent** and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. **The superintendent shall be the same person throughout the life of the project, unless as permitted in section 3.9.3.**

**§ 3.9.2** The Contractor, as soon as practicable after award of the Contract, shall **furnish in writing to the Owner and Architect** the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

**§ 3.9.3** The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

### **§ 3.10 Contractor's Construction and Submittal Schedules**

**§ 3.10.1** The Contractor, **within three (3) days of notice of award**, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for

completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

**§ 3.10.2 A minimum of 2 weeks prior to Contractors second submission of a pay requisition** and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

**§ 3.10.3** The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

### **§ 3.11 Documents and Samples at the Site**

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

### **§ 3.12 Shop Drawings, Product Data and Samples**

**§ 3.12.1** Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

**§ 3.12.2** Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

**§ 3.12.3** Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

**§ 3.12.4** Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

**§ 3.12.4.1** The Architect's review of the Contractor's submittals is limited to an initial submittal and one (1) re-submittal. If the Architect is required to review additional submittals because the initial submittal and one (1) re-submittal failed to conform to the information given, and the design concept expressed in the Contract Documents, the **Owner reserves the right to deduct any amounts paid to the Architect for additional re-submittal review services from payments otherwise due to the Contractor.**

**§ 3.12.5** The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

**§ 3.12.6** By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.



**§ 3.12.7** The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

**§ 3.12.8** The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

**§ 3.12.9** The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

**§ 3.12.10** The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

**§ 3.12.10.1** If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

**§ 3.12.10.2** If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

**§ 3.12.11 Labor and Materials**

- .1 After the Contract has been executed, the Owner and the Architect will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in Section 012500 of the Project Manual.**
- .2 By making requests for substitutions the Contractor;**
  - .1 represents that the Contractor has personally investigated the proposed substitute product and determined that it is equivalent or superior in all respects to that specified.**
  - .2 represents that the Contractor and/or manufacturer will provide the same or better warranty for the substitution that the Contractor would for that specified.**
  - .3 certifies that the cost data presented is complete and includes all related costs under this contract and all other prime contracts except the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently became apparent and ;**
  - .4 will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.**
  - .5 The Contractor may make substitutions only with the consent of the Owner after evaluation by the Architect.**

### § 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

### § 3.14 Cutting and Patching

**§ 3.14.1** The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

**§ 3.14.2** The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

### § 3.15 Cleaning Up

**§ 3.15.1** The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

**§ 3.15.2** If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

### § 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

### § 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

### § 3.18 Indemnification

**§ 3.18.1** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property **including the Work itself**, but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

**§ 3.18.2** In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.



## ARTICLE 4 ARCHITECT

### § 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

### § 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

### § 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the

obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 4.2.8** The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

**§ 4.2.9** The Architect will conduct visits to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

**§ 4.2.10** If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

**§ 4.2.11** The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 4.2.12** Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

**§ 4.2.13** The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

**§ 4.2.14** The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

**§ 4.2.15** All written claims for damages or extra work shall include time of occurrence, location and other identifying factors and shall be supported if so required by Architect, by letters, journals, or diaries, instructions, vouchers, or other pertinent or applicable records.

## **ARTICLE 5 SUBCONTRACTORS**

### **§ 5.1 Definitions**

**§ 5.1.1** A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

**§ 5.1.2** A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

### **§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work**

**§ 5.2.1** Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

**§ 5.2.2** The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

**§ 5.2.3** If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

**§ 5.2.4** The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

### **§ 5.3 Subcontractual Relations**

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

### **§ 5.4 Contingent Assignment of Subcontracts**

**§ 5.4.1** Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

**§ 5.4.2** Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

**§ 5.4.3** Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

## **ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

### **§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts**

**§ 6.1.1** The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

**§ 6.1.2** When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term “Contractor” in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

**§ 6.1.3** The Owner shall provide for coordination of the activities of the Owner’s own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

**§ 6.1.4** Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner’s own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

## **§ 6.2 Mutual Responsibility**

**§ 6.2.1** The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor’s construction and operations with theirs as required by the Contract Documents.

**§ 6.2.2** If part of the Contractor’s Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor’s Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner’s or Separate Contractor’s completed or partially completed construction is fit and proper to receive the Contractor’s Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

**§ 6.2.3** The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor’s delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor’s delays, improperly timed activities, damage to the Work or defective construction.

**§ 6.2.4** The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

**§ 6.2.5** The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

## **§ 6.3 Owner’s Right to Clean Up**

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

## **ARTICLE 7 CHANGES IN THE WORK**

### **§ 7.1 General**

**§ 7.1.1** Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

**§ 7.1.2** A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

**§ 7.1.3** Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

## **§ 7.2 Change Orders**

**§ 7.2.1** A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

## **§ 7.3 Construction Change Directives**

**§ 7.3.1** A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

**§ 7.3.2** A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

**§ 7.3.3** If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

**§ 7.3.4** If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

**§ 7.3.5** If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

**§ 7.3.6** Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

**§ 7.3.7** A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.



**§ 7.3.8** The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

**§ 7.3.9** Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

**§ 7.3.10** When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

#### **§ 7.4 Minor Changes in the Work**

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect per Article 5 and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

### **ARTICLE 8 TIME**

#### **§ 8.1 Definitions**

**§ 8.1.1** Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

**§ 8.1.2** The date of commencement of the Work is the date established in the Agreement.

**§ 8.1.3** The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

**§ 8.1.4** The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

#### **§ 8.2 Progress and Completion**

**§ 8.2.1** Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

**§ 8.2.2** The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

**§ 8.2.3** The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

**§ 8.2.4** In no case shall the Contractor delay the progress of the Work, or any part thereof, because of changes in the Work or disputes caused by proposed or ordered changes in the Work, or any disputes or disagreements as to the equitable value of the changes.

#### **§ 8.3 Delays and Extensions of Time**

**§ 8.3.1** If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the

Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 The Owner shall not be liable to the Contractor and/or any subcontractor for claims or damages of any nature caused by or arising out of delays, including, but limited to claims or damages for delay, acceleration, or disruption. The sole remedy for delays shall be the allowance of additional time for completion of the Work, the amount of which shall be subject to the claims procedure set forth herein. Except to the extent, if any, expressly prohibited by law, the Contractor expressly agrees not to make and hereby waives any claim for damages for delay, including, but not limited to, those resulting from acceleration; disruption; increased labor or material costs; directions given or not given by the Owner or Architect, or their respective employees or agents, including scheduling and coordination of the Work; the Architect's preparation of drawings and specifications or review of shop drawings and requests for instruction(s); or, on account of any delay, obstruction or hindrance for any cause whatsoever by the Owner, Architect, or any other contractor on the project, or their respective employees and agents whether or not foreseeable or anticipated. The Contractor agrees that its sole right and remedy therefor shall be an extension of time, if appropriate, except in no event shall the Contractor be entitled to an extension of time for acts of the Owner, Architect, or their respective employees or agents, that result in a delay that is concurrent with (i) other delaying events within the contemplation of this Contract, or (ii) delaying events attributable, in whole or in part, to the Contractor or its subcontractor(s) or their respective employees or agents.

**IT IS EMPHASIZED THAT THE CONTRACTOR WAIVES AND IS NOT ENTITLED TO ANY MONETARY DAMAGES OF ANY KIND FOR DELAY, ACCELERATION, OR DISRUPTION, FOR ANY REASON, WHETHER OR NOT FORESEEABLE OR ANTICIPATED, AND THAT THE CONTRACTOR'S SOLE REMEDY, IF APPROPRIATE, IS ADDITIONAL TIME.**

§ 8.3.4 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

## **ARTICLE 9 PAYMENTS AND COMPLETION**

### **§ 9.1 Contract Sum**

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

### **§ 9.2 Schedule of Values**

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect, **within fourteen (14) days of Contract Award**, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form of **AIA Document G703 – Continuation Sheet**, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

### **§ 9.3 Applications for Payment**

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.



**§ 9.3.1.1** As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

**§ 9.3.1.2** Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

**§ 9.3.2** Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

**§ 9.3.3** The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

## **§ 9.4 Certificates for Payment**

**§ 9.4.1** The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

**§ 9.4.2** The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and **visits**, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site **visits** to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

## **§ 9.5 Decisions to Withhold Certification**

**§ 9.5.1** The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;

- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.
- .8 reasonable evidence that the Work has not progressed as indicated on the Application for Payment, or
- .9 a substantial breach of a provision of this Agreement.

**§ 9.5.2** When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

**§ 9.5.3** When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

**§ 9.5.4** If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

## **§ 9.6 Progress Payments**

**§ 9.6.1** After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

**§ 9.6.2** The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

**§ 9.6.3** The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

**§ 9.6.4** The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

**§ 9.6.5** The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

**§ 9.6.6** A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

**§ 9.6.7** Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

## § 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

## § 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make a **site visit** to determine whether the Work or designated portion thereof is substantially complete. If the Architect's **observations** disclose any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; the date when the owner will occupy the work or designated portion thereof, establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of **Final** Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of **Final** Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

## § 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of

the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

**§ 9.9.2** Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

**§ 9.9.3** Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

#### **§ 9.10 Final Completion and Final Payment**

**§ 9.10.1** Upon receipt of the Contractor's notice that the Work is ready for final **review** and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such **review**. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and **observations**, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

**§ 9.10.2** Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

**§ 9.10.3** If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

**§ 9.10.4** The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

**§ 9.10.5** Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

## **ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

### **§ 10.1 Safety Precautions and Programs**

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

### **§ 10.2 Safety of Persons and Property**

**§ 10.2.1** The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

**§ 10.2.2** The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

**§ 10.2.3** The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

**§ 10.2.4** When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

**§ 10.2.5** The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

**§ 10.2.6** The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

**§ 10.2.7** The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

### **§ 10.2.8 Injury or Damage to Person or Property**

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

### **§ 10.3 Hazardous Materials and Substances**

**§ 10.3.1** The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.



**§ 10.3.2** Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

**§ 10.3.3** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

**§ 10.3.4** The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

**§ 10.3.5** The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

**§ 10.3.6** If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

## **§ 10.4 Emergencies**

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

## **ARTICLE 11 INSURANCE AND BONDS**

### **§ 11.1 Contractor's Insurance and Bonds**

**§ 11.1.1** The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

**§ 11.1.2** The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

**§ 11.1.3** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

**§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

## **§ 11.2 Owner's Insurance**

**§ 11.2.1** The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

**§ 11.2.2 Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

**§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

## **§ 11.3 Waivers of Subrogation**

**§ 11.3.1** The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.



**§ 11.3.2** If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

#### **§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance**

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

#### **§ 11.5 Adjustment and Settlement of Insured Loss**

**§ 11.5.1** A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

**§ 11.5.2** Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

### **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

#### **§ 12.1 Uncovering of Work**

**§ 12.1.1** If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

**§ 12.1.2** If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

#### **§ 12.2 Correction of Work**

##### **§ 12.2.1 Before Substantial Completion**

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

##### **§ 12.2.2 After Substantial Completion**

**§ 12.2.2.1** In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it

promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

**§ 12.2.2.2** The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

**§ 12.2.2.3** The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

**§ 12.2.3** The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

**§ 12.2.4** The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

**§ 12.2.5** Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

### **§ 12.3 Acceptance of Nonconforming Work**

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

### **§ 12.4 Contractors Costs Related To Defective And Non-Conforming Work**

The Contractor shall bear all, direct, indirect, and consequential costs attributable to evaluation of and decision to accept or reject Defective and/or Non-Conforming Work, including costs for the Architect and/or Engineers, (at their current rates in effect at the time of evaluation of such Defective and/or Non-Conforming Work) and any other costs to the Owner. These costs will be charged to the Contractor through Change Order Procedures.

## **ARTICLE 13 MISCELLANEOUS PROVISIONS**

### **§ 13.1 Governing Law**

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

### **§ 13.2 Successors and Assigns**

**§ 13.2.1** The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

**§ 13.2.2** The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

### § 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

### § 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to, **and hired by the Owner**. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures **if desired by the Architect**. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by the Owner's **testing firm**, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures, **if desired by the Architect**. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

### § 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

### § 13.6 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case, not more than ten (10) years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.6.

### § 13.7 Equal Opportunity

§ 13.7.1 The Contractor shall maintain policies of employment as follows;

- .1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment on the basis of race, religion, color, gender, gender orientation, or national origin. The Contractor shall take affirmative action to insure that

applicants are employed, and that employees are treated during employment without regard to race, religion, color, gender, gender orientation, or national origin. Such actions 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

- .2 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, gender, gender orientation, or national origin.

#### § 13.8 Contractor Representations

##### § 13.8.1 Contractor makes the following representations:

- .1 Contractor has familiarized itself with the nature and extent of the Contract Documents, work, locality, and with local conditions, and Federal, State, and Local laws, ordinances, rules, and regulations that may in any manner affect costs, progress, or performance of the Work.
- .2 Contractor has made examinations, investigations, tests, and studies at the Project Site, as he deems necessary for the performance of the Work at the Contract Price, and within the Contract Time. Contractor has correlated the results of all such observations, examinations, investigations, reports, and data with the terms and conditions of the Contract Documents.
- .3 Contractor has given the Architect written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by the Architect is acceptable to the Contractor.

### ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

#### § 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work **under direct or indirect contract with the Contractor**, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

#### § 14.2 Termination by the Owner for Cause

##### § 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents;
- .5 **disregards the instructions of the Architect, or Owner (when such instructions are based on the requirements of the Contract Documents);**
- .6 **fails to furnish the Owner with assurances satisfactory to the Owner evidencing the Contractor's ability to complete the Work in compliance with the requirements of the Contract Documents;**
- .7 **fails or neglects to progress work in such a manner as to reasonably assure the completion of the Work within the Contract time or in accordance with the Construction Schedule.**
- .8 **purposefully engages in a strike or work stoppage, is in any way responsible for hindering or delaying the work of other trades, or ceases work due to picketing or labor disputes of any kind, or**
- .9 **filed for, or received any relief from creditors including bankruptcy or other insolvency laws.**

**§ 14.2.2** When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

**§ 14.2.3** When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

**§ 14.2.4** If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

### **§ 14.3 Suspension by the Owner for Convenience**

**§ 14.3.1** The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

**§ 14.3.2** The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

### **§ 14.4 Termination by the Owner for Convenience**

**§ 14.4.1** The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

**§ 14.4.2** Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.



**§ 14.4.3** In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement, **but shall not be entitled to overhead and profit on the Work not executed.**

## **ARTICLE 15 CLAIMS AND DISPUTES**

### **§ 15.1 Claims**

#### **§ 15.1.1 Definition**

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

#### **§ 15.1.2 Time Limits on Claims**

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

#### **§ 15.1.3 Notice of Claims**

**§ 15.1.3.1** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. **Failure of the Contractor to initiate a Claim within 21 days shall constitute a waiver to any Claim the Contractor may have, including but not limited to delays.**

**§ 15.1.3.2** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

#### **§ 15.1.4 Continuing Contract Performance**

**§ 15.1.4.1** Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

**§ 15.1.4.2** The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

#### **§ 15.1.5 Claims for Additional Cost**

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

#### **§ 15.1.6 Claims for Additional Time**

**§ 15.1.6.1** If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

**§ 15.1.6.2** If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

### § 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

### § 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.



§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

### § 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof **only when the agreement is signed by each party to the mediation.**

**The Owner does not agree to arbitrate any claim arising from this contract. Any dispute not settled by mediation or otherwise shall be litigated solely in the New York Supreme Court for the County of Dutchess.**

### § 15.4 Arbitration - DELETED

#### § 15.4.4 Consolidation or Joinder - DELETED

**SECTION 007300  
SUPPLEMENTARY CONDITIONS**

**PART 1 GENERAL**

**1.01 SUMMARY**

- A. These Supplementary Conditions amend and supplement the General Conditions defined in Document 007200 - General Conditions and other provisions of Contract Documents as indicated below. Provisions that are not so amended or supplemented remain in full force and effect.
- B. The terms used in these Supplementary Conditions that are defined in the General Conditions have the meanings assigned to them in the General Conditions.

**1.02 RELATED SECTIONS**

- A. Section 005000 - Contracting Forms and Supplements.
- B. Section 014216 - Definitions.

**1.03 MODIFICATIONS TO GENERAL CONDITIONS**

- A. Additions and modifications are denoted as underlined text within the document.
- B. Deleted text is denoted as a strike-through within the document.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

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**END OF SECTION**

**SECTION 007346**  
**WAGE DETERMINATION SCHEDULE**

**PART 1 GENERAL**

**1.01 FORM OF WAGE DETERMINATION SCHEDULE**

- A. The Wage Requirements and Wage Determination Schedule applicable to each contract, including a list of employers ineligible to bid on public projects, are based on the State of New York Department of Labor Prevailing Wage Schedule for Article 8 Public Work Projects.
- B. The PRC# for this project is 2022012127 and the complete NYS DOL Prevailing Wage Packet is provided on the following pages.

**1.02 REQUIRED POSTINGS**

- A. These postings are required on all Public Work projects.
- B. The Contractor(s) on the project is/are responsible for displaying each poster.
  - 1. Prevailing Wage Rate Schedule
  - 2. Public Work Poster
  - 3. Fair Play Act Poster (English)
  - 4. Fair Play Act Poster (Spanish)
  - 5. Unemployment Insurance Poster (This poster is obtained by registering with our UI Division - call (888) 899-8810)
  - 6. Worker's Compensation Poster (This poster is supplied by the employer's individual insurance carrier)
  - 7. Disability Benefits Poster (This poster is supplied by the employer's individual insurance carrier)
- C. More information about these posters can be found on Department of Labor web site.

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

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**END OF SECTION**



Kathy Hochul, Governor

Roberta Reardon, Commissioner

City of Beacon

Kenneth Gale, Architect  
29 Thacher Park Road  
Voorheesville NY 12186

Schedule Year 2022 through 2023  
Date Requested 10/27/2022  
PRC# 2022012127

Location 13 South Avenue  
Project ID#  
Project Type Asbestos Abatement of Beacon Fire Station

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

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

The schedule is effective from July 2022 through June 2023. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website [www.labor.ny.gov](http://www.labor.ny.gov). Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

#### NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: \_\_\_\_\_ Date Cancelled: \_\_\_\_\_

Name & Title of Representative: \_\_\_\_\_

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





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

## **Introduction**

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

## **Responsibilities of the Department of Jurisdiction**

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

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

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

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

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

## **Hours**

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

There are very few exceptions to this rule. Complete information regarding these exceptions is available on the ["Request for a dispensation to work overtime" form \(PW30\)](#) and ["4 Day / 10 Hour Work Schedule" form \(PW 30.1\)](#).

## **Wages and Supplements**

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule form the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12240; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website [www.labor.ny.gov](http://www.labor.ny.gov).

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

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

## **Payrolls and Payroll Records**

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

or provided, and Daily and weekly number of hours worked in each classification.

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

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

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

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

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

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

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

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

### **Withholding of Payments**

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

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

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

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

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

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

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

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

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

## **Apprentices**

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

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

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12240 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested.

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

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

## **Interest and Penalties**

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

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

## **Debarment**

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

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

## **Criminal Sanctions**

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

## **Discrimination**

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

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

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

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

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

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

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

### **Workers' Compensation**

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

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

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

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

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

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

### **Unemployment Insurance**

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



Kathy Hochul, Governor

Roberta Reardon, Commissioner

City of Beacon

Kenneth Gale, Architect  
29 Thacher Park Road  
Voorheesville NY 12186

Schedule Year 2022 through 2023  
Date Requested 10/27/2022  
PRC# 2022012127

Location 13 South Avenue  
Project ID#  
Project Type Asbestos Abatement of Beacon Fire Station

### Notice of Contract Award

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

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

### Contractor Information

All information must be supplied

Federal Employer Identification Number: _____		
Name: _____		
Address: _____ _____		
City: _____	State: _____	Zip: _____
Amount of Contract: \$ _____	Contract Type:	
Approximate Starting Date: ____/____/____	<input type="checkbox"/> (01) General Construction	
Approximate Completion Date: ____/____/____	<input type="checkbox"/> (02) Heating/Ventilation	
	<input type="checkbox"/> (03) Electrical	
	<input type="checkbox"/> (04) Plumbing	
	<input type="checkbox"/> (05) Other : _____	

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



### **Social Security Numbers on Certified Payrolls:**

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

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

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

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site. Failure to post the notice can result in penalties of up to \$1,500 for a first offense and up to \$5,000 for a second offense. The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, <https://dol.ny.gov/public-work-and-prevailing-wage>

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

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

#### **Effective June 23, 2020**

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



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

## **Budget Policy & Reporting Manual**

# **B-610**

### **Public Work Enforcement Fund**

*effective date December 7, 2005*

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

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

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

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

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

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

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

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

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

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

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

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

Reports should contain the following information:

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

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

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

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





## Required Notice under Article 25-B of the Labor Law

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

#### **The law says that you are an employee unless:**

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

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

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

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

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

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

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

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

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

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

**Employer Name:**

IA 999 (09/16)



# Attention Employees

## THIS IS A: **PUBLIC WORK PROJECT**

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

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/public-work-and-prevailing-wage>

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

Albany	(518) 457-2744	Patchogue	(631) 687-4882
Binghamton	(607) 721-8005	Rochester	(585) 258-4505
Buffalo	(716) 847-7159	Syracuse	(315) 428-4056
Garden City	(516) 228-3915	Utica	(315) 793-2314
New York City	(212) 932-2419	White Plains	(914) 997-9507
Newburgh	(845) 568-5156		

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

Contractor Name: \_\_\_\_\_

Project Location: \_\_\_\_\_





## Requirements for OSHA 10 Compliance

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

### The Bureau will enforce the statute as follows:

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

Proof of completion may include but is not limited to:

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

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

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

## WICKS

Public work projects are subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work, when the total project's threshold is \$3 million in Bronx, Kings, New York, Queens and, Richmond counties; \$1.5 million in Nassau, Suffolk and Westchester counties; and \$500,000 in all other counties.

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

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

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

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

Contractors must pay subcontractors within a 7 days period.

(07.19)

## Introduction to the Prevailing Rate Schedule

### Information About Prevailing Rate Schedule

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

#### Classification

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

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

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

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

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

#### Payrolls and Payroll Records

Contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records.

Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury.

#### Paid Holidays

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

#### Overtime

At a minimum, all work performed on a public work project in excess of eight hours in any one day or more than five days in any workweek is overtime. However, the specific overtime requirements for each trade or occupation on a public work project may differ. Specific overtime requirements for each trade or occupation are contained in the prevailing rate schedules.

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays.

The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

#### Supplemental Benefits

Particular attention should be given to the supplemental benefit requirements. Although in most cases the payment or provision of supplements is straight time for all hours worked, some classifications require the payment or provision of supplements, or a portion of the supplements, to be paid or provided at a premium rate for premium hours worked. Supplements may also be required to be paid or provided on paid holidays, regardless of whether the day is worked. The Overtime Codes and Notes listed on the particular wage classification will indicate these conditions as required.

#### Effective Dates

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

#### Apprentice Training Ratios

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

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

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

Title (Trade)	Ratio
Boilermaker (Construction)	1:1,1:4
Boilermaker (Shop)	1:1,1:3
Carpenter (Bldg.,H&H, Pile Driver/Dockbuilder)	1:1,1:4
Carpenter (Residential)	1:1,1:3
Electrical (Outside) Lineman	1:1,1:2
Electrician (Inside)	1:1,1:3
Elevator/Escalator Construction & Modernizer	1:1,1:2
Glazier	1:1,1:3
Insulation & Asbestos Worker	1:1,1:3
Iron Worker	1:1,1:4
Laborer	1:1,1:3
Mason	1:1,1:4
Millwright	1:1,1:4
Op Engineer	1:1,1:5
Painter	1:1,1:3
Plumber & Steamfitter	1:1,1:3
Roofer	1:1,1:2
Sheet Metal Worker	1:1,1:3
Sprinkler Fitter	1:1,1:2

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

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

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-932-2419	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4902
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

## Dutchess County General Construction

### Boilermaker

10/01/2022

**JOB DESCRIPTION** Boilermaker

**DISTRICT** 4

#### ENTIRE COUNTIES

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

#### WAGES

Per Hour: 07/01/2022

Boilermaker	\$ 63.38
Repairs & Renovations	63.38

#### SUPPLEMENTAL BENEFITS

Per Hour:

Boilermaker	32% of hourly
Repair \$ Renovations	Wage Paid
	+ \$ 25.38

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay.

Repairs & Renovation Includes replacement of parts and repairs & renovation of existing unit.

#### OVERTIME PAY

See (D, O) on OVERTIME PAGE

Repairs & Renovation see (B,E,Q)

#### HOLIDAY

Paid: See (8, 16, 23, 24) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 12, 15, 16, 22, 23, 24, 25) on HOLIDAY PAGE

NOTE: \*Employee must work in pay week to receive Holiday Pay.

\*\*Employee gets 4 times the hourly wage rate for working Labor Day.

#### REGISTERED APPRENTICES

Wage per hour:

(1/2) Year Terms at the following percentage of Boilermaker's Wage

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

Supplemental Benefits Per Hour:

Apprentice(s)	32% of Hourly
	Wage Paid Plus
	Amount Below

1st Term	\$ 19.41
2nd Term	20.26
3rd Term	21.11
4th Term	21.96
5th Term	22.82
6th Term	23.68
7th Term	24.52

NOTE: "Hourly Wage Paid" shall include any and all premium(s)

4-5

### Carpenter

10/01/2022

**JOB DESCRIPTION** Carpenter

**DISTRICT** 8

#### ENTIRE COUNTIES

Dutchess, Orange

#### WAGES

Per hour: 07/01/2022

Building:	
Millwright	\$ 45.50
	+ 8.17*

\*This portion is not subject to overtime premiums

### SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 33.51

### OVERTIME PAY

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

### HOLIDAY

Paid: See (18,19) on HOLIDAY PAGE.

Paid: See (5,6,11,13,16,18,19,25) for 1st & 2nd yr.Apprentices

Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

### REGISTERED APPRENTICES

Wages per hour:

One (1) year terms:

1st	2nd	3rd	4th
\$27.76	\$30.09	\$34.42	\$43.08
+ 4.27*	+ 5.06*	+ 5.81*	+ 7.31*

\*This portion is not subject to overtime premiums

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$22.00	\$23.79	\$25.90	\$28.63

8-740.2

### Carpenter

10/01/2022

**JOB DESCRIPTION** Carpenter

**DISTRICT** 8

### ENTIRE COUNTIES

Dutchess

### PARTIAL COUNTIES

Orange: : The territory west demarcated by a line drawn from the Bear Mountain Bridge continuing east to the Bear Mountain Circle. The territory south demarcated by a line continuing north on 9W to the town of Cornwall where County Road 107 (also known as Quaker Rd) crosses under 9W to the centerline of Route 32, The territories south and east heading 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

Per hour: 07/01/2022

Carpet/Resilient

Floor Coverer \$ 34.45  
+ 3.25\*

\*This portion is not subject to overtime premiums

INCLUDES HANDLING & INSTALLATION OF ARTIFICIAL TURF AND SIMILAR TURF INDOORS/OUTDOORS.

### SUPPLEMENTAL BENEFITS

Per hour:

\$ 28.33

### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

### HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE

Paid for 1st & 2nd yr.

Apprentices: See (5, 6, 11, 13, 16, 18, 19, 25)

Overtime: See (5, 6, 11, 13, 16, 18, 19, 25) on HOLIDAY PAGE.

### REGISTERED APPRENTICES

Wage per hour - (1) year terms:

1st	2nd	3rd	4th
\$15.25	\$18.37	\$23.09	\$27.73
+ 2.48*	+ 2.48*	+ 2.48*	+ 2.48*

\*This portion is not subject to overtime premiums

Supplemental Benefits per hour - All apprentice terms:

\$ 20.55

8-2287D&O

## Carpenter

10/01/2022

**JOB DESCRIPTION** Carpenter

**DISTRICT** 8

### ENTIRE COUNTIES

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

### WAGES

Per Hour: 07/01/2022

Marine Construction:

Marine Diver \$ 73.03  
+ 9.54\*

Marine Tender \$ 62.11  
+ 9.54\*

\*This portion is not subject to overtime premiums

### SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker \$ 44.54

### OVERTIME PAY

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

### HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE

Overtime: See (5, 6, 10, 11, 13, 16, 18, 19) on HOLIDAY PAGE

### REGISTERED APPRENTICES

Wages per hour:

One (1) year terms.

1st year \$ 24.60  
+ 5.05\*

2nd year 30.20  
+ 5.05\*

3rd year 38.58  
+ 5.05\*

4th year 56.97  
+ 5.05\*

\*This portion is not subject to overtime premiums

Supplemental Benefits

Per Hour:

All terms \$ 31.03

8-1456MC

## Carpenter - Building / Heavy&Highway

10/01/2022

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

**DISTRICT** 11

### ENTIRE COUNTIES

Columbia, Dutchess, Orange, Sullivan, Ulster

### WAGES

WAGES (per hour)

Applies to Carpenter (Building/Heavy & Highway/Tunnel), Dockbuilder, Piledriver, Dive Tender, and Diver (Dry):

	07/01/2022	07/01/2023 Additional	07/01/2024 Additional	07/01/2025 Additional
Base Wage	\$ 34.68 + 4.80*	\$ 2.10**	\$ 2.16**	\$ 2.23**
Applies to Diver (Wet):				
Base Wage	\$ 50.00 + 4.80*	2.10**	2.16**	2.23**

\*For all hours paid straight or premium.

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

SHIFT DIFFERENTIAL: When mandated by a Government Agency irregular or off shift can be worked. The Carpenter shall receive an additional fifteen percent (15%) of the base wage.

#### SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 30.41

#### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

#### HOLIDAY

BUILDING:

Paid: See ( 1 ) on HOLIDAY PAGE.

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

- Holidays that fall on Sunday will be observed Monday.

HEAVY&HIGHWAY/TUNNEL:

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

Overtime: See ( 5, 6 ) on HOLIDAY PAGE

- Holidays that fall on Sunday will be observed Monday

- Must be employed during the five (5) work days immediately preceding a holiday or during the five (5) work days following the paid holiday to receive holiday pay

- If Employee is entitled to a paid holiday, the Employee is paid the Holiday wage and supplemental benefits whether they work or not. If Employee works the Holiday, the Employee will receive holiday pay (including supplemental benefits), plus the applicable premium wage for working the Holiday. If Employee works in excess of 8 hours on Holiday, then benefits will be paid for any hours in excess of 8 hours.

#### REGISTERED APPRENTICES

1 Year terms at the following wage rates.

	1st	2nd	3rd	4th	5th
07/01/2022	\$ 17.34 +2.57*	\$ 20.81 +2.57*	\$ 22.54 +2.57*	\$ 24.28 +2.57*	\$ 27.74 +2.57*

\*For all hours paid straight or premium

SUPPLEMENTAL BENEFITS per hour:

Apprentices (all terms)

07/01/2022 \$ 16.33

11-279.2B/H&H

#### Electrician

10/01/2022

**JOB DESCRIPTION** Electrician

**DISTRICT** 11

#### ENTIRE COUNTIES

Orange, Putnam, Rockland

#### PARTIAL COUNTIES

Dutchess: Towns of Fishkill, East Fishkill, and Beacon.

#### WAGES

Per hour:

	07/01/2022	04/01/2023	04/01/2024
Electrician Wireman/Technician	\$ 48.00 +9.00*	\$ 49.50 + 9.00*	\$ 50.50 + 9.50*

SHIFT DIFFERENTIAL: On Public Work in New York State when shift work is mandated either in the job specifications or by the contracting agency, the following rates apply when shift is worked:



Between 4:30pm & 12:30am	\$ 56.32 + 9.00*	\$ 58.08 + 9.00*	\$ 59.30 + 9.50*
Between 12:30am & 8:30am	\$ 63.09 + 9.00*	\$65.06 + 9.00*	\$66.35 + 9.50*

\*For all hours paid straight or premium, not to be included in 3% calculation for supplemental benefits.

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

- On jobs where employees are required to work from boatswain chairs, swinging scaffolds, etc., forty (40) feet or more above the ground, or under compressed air, using Scottair packs, or gas masks, they shall receive an additional \$2.00 per hour above the regular straight time rate.
- Journeyman Wireman working in Shafts, Tunnels or on Barges: \$5.00 above the Journeyman Wireman rate of pay
- Journeyman Wireman when performing welding or cable splicing: \$3.00 above the Journeyman Wireman rate of pay
- Journeyman Wireman required to have a NYS Asbestos Certificate: \$3.00 above the Journeyman Wireman rate of pay
- Journeyman Wireman required to have a CDL: \$3.00 above the Journeyman Wireman rate of pay.

#### SUPPLEMENTAL BENEFITS

Per hour:	07/01/2022	04/01/2023	04/01/2024
Journeyman	\$ 27.68 plus 3% of straight or premium wage	\$ 28.68 plus 3% of straight or premium wage	\$ 29.68 plus 3% of straight or premium wage

#### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

#### HOLIDAY

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (5, 6, 13, 15, 16, 25) on HOLIDAY PAGE

When the holiday falls on a Saturday it is observed the Friday before. When the holiday falls on a Sunday it is observed on the Monday after.

#### REGISTERED APPRENTICES

WAGES:

(1)year terms at the following rates

07/01/2022	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 13.80 +1.00*	\$ 18.40 +1.00*	\$ 23.00 +1.50*	\$ 27.60 +2.00*	\$ 32.20 +2.50*	\$ 34.50 +2.50*
2nd Shift	16.19 +1.00*	21.59 +1.00*	26.99 +1.50*	32.38 +2.00*	37.78 +2.50*	40.48 +2.50*
3rd Shift	18.14 +1.00*	24.18 +1.00*	30.23 +1.50*	36.28 +2.00*	42.32 +2.50*	45.35 +2.50*
04/01/2023	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 14.25 +1.00*	\$ 19.00 +1.00*	\$ 23.75 +1.50*	\$ 28.50 +2.00*	\$ 33.25 +2.50*	\$ 35.63 +2.50*
2nd Shift	16.72 +1.00*	22.29 +1.00*	27.87 +1.50*	33.44 +2.00*	39.01 +2.50*	41.80 +2.50*
3rd Shift	18.73 +1.00*	24.97 +1.00*	31.22 +1.50*	37.46 +2.00*	43.70 +2.50*	46.83 +2.50*
04/01/2024	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 14.55 +1.00*	\$ 19.40 +1.00*	\$ 24.25 +1.50*	\$ 29.10 +2.00*	\$ 33.95 +2.50*	\$ 36.38 +2.50*
2nd Shift	17.08 +1.00*	22.77 +1.00*	28.47 +1.50*	34.16 +2.00*	39.85 +2.50*	42.70 +2.50*
3rd Shift	19.12 +1.00*	25.49 +1.00*	31.87 +1.50*	38.24 +2.00*	44.61 +2.50*	47.80 +2.50*
09/01/2024	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 14.55 +0.50*	\$ 19.40 +1.00*	\$ 24.25 +1.00*	\$ 29.10 +2.00*	\$ 33.95 +2.50*	\$ 36.38 +2.50*
2nd Shift	17.08 +0.50*	22.77 +1.00*	28.47 +1.00*	34.16 +2.00*	39.85 +2.50*	42.70 +2.50*
3rd Shift	19.12 +0.50*	25.49 +1.00*	31.87 +1.00*	38.24 +2.00*	44.61 +2.50*	47.80 +2.50*

\*For all hours paid straight or premium, not to be included in 3% calculation for supplemental benefits.

SUPPLEMENTAL BENEFITS per hour:

07/01/2022

1st term	\$ 15.31 plus 3% of straight or premium wage
2nd term	\$ 15.81 plus 3% of straight or premium wage
3rd term	\$ 17.31 plus 3% of straight or premium wage
4th term	\$ 18.31 plus 3% of straight or premium wage
5th term	\$ 19.81 plus 3% of straight or premium wage
6th term	\$ 19.81 plus 3% of straight or premium wage

09/01/2022

1st term	\$ 16.28 plus 3% of straight or premium wage
2nd term	\$ 16.28 plus 3% of straight or premium wage
3rd term	\$ 18.28 plus 3% of straight or premium wage
4th term	\$ 18.78 plus 3% of straight or premium wage
5th term	\$ 20.28 plus 3% of straight or premium wage
6th term	\$ 20.28 plus 3% of straight or premium wage

09/01/2024

1st term	\$ 16.28 plus 3% of straight or premium wage
2nd term	\$ 17.78 plus 3% of straight or premium wage
3rd term	\$ 18.78 plus 3% of straight or premium wage
4th term	\$ 19.78 plus 3% of straight or premium wage
5th term	\$ 21.28 plus 3% of straight or premium wage
6th term	\$ 21.28 plus 3% of straight or premium wage

11-363/1

**Electrician**

**10/01/2022**

**JOB DESCRIPTION** Electrician

**DISTRICT** 11

**ENTIRE COUNTIES**

Sullivan, Ulster

**PARTIAL COUNTIES**

Delaware: Only in the Townships of Andes, Harpersfield, Kortwright, Stamford, Bovina, Roxbury, Middletown and those portions of Colchester and Hancock south of the East Branch of the Delaware River.

Dutchess: All of the county except for the towns of Fishkill, East Fishkill, and Beacon.

Greene: That portion of the county south of a line following the south limits of the city of Catskill in a Westerly direction from the Hudson River to Highway 23A along 23A to the road following the Little Westkill and continuing along this road to Delaware County.

**WAGES**

Per hour:

Electrician Wireman/ Technician Electrical/Technician Projects under \$ 250,000.00	07/01/2022	04/01/2023	04/01/2024
	\$ 44.00	\$ 45.50	\$ 46.50
	+ 9.00*	+ 9.00*	+ 9.50*
over \$ 250,000.00	\$ 48.00	\$ 49.50	\$ 50.50
	+ 9.00*	+ 9.00*	+ 9.50*

SHIFT DIFFERENTIAL: On Public Work in New York State when shift work is mandated either in the job specifications or by the contracting agency, the following rates apply:

Shift worked between 4:30pm & 12:30am

Electrical/Technician Projects under \$ 250,000.00	\$ 51.62	\$ 53.39	\$ 54.56
	+ 9.00*	+ 9.00*	+ 9.50*
over \$ 250,000.00	\$ 56.32	\$ 58.08	\$ 59.30
	+ 9.00*	+ 9.00*	+ 9.50*

Shift worked between 12:30am & 8:30am

Electrical/Technician Projects under \$ 250,000.00	\$ 57.83	\$ 59.81	\$ 61.12
	+ 9.00*	+ 9.00*	+ 9.50*
over \$ 250,000.00	\$ 63.09	\$ 65.06	\$ 66.35
	+ 9.00*	+ 9.00*	+ 9.50*

\*For all hours paid straight or premium, not to be included in 3% calculation for supplemental benefits.

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

- On jobs where employees are required to work from boatswain chairs, swinging scaffolds, etc., forty (40) feet or more above the ground, or under compressed air, using Scottair packs, or gas masks, they shall receive an additional \$2.00 per hour above the regular straight time rate.
- Journeyman Wireman working in Shafts, Tunnels or on Barges: \$5.00 above the Journeyman Wireman rate of pay
- Journeyman Wireman when performing welding or cable splicing: \$3.00 above the Journeyman Wireman rate of pay
- Journeyman Wireman required to have a NYS Asbestos Certificate: \$3.00 above the Journeyman Wireman rate of pay
- Journeyman Wireman required to have a CDL: \$3.00 above the Journeyman Wireman rate of pay.

#### SUPPLEMENTAL BENEFITS

Per hour:	07/01/2022	04/01/2023	04/01/2024
Journeyman	\$ 27.68 plus 3% of straight or premium wage	\$ 28.68 plus 3% of straight or premium wage	\$ 29.68 plus 3% of straight or premium wage

#### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

#### HOLIDAY

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (5, 6, 13, 15, 16, 25) on HOLIDAY PAGE

When the holiday falls on a Saturday it is observed the Friday before. When the holiday falls on a Sunday it is observed on the Monday after.

#### REGISTERED APPRENTICES

WAGES:

(1)year terms at the following rates

07/01/2022	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 13.80	\$ 18.40	\$ 23.00	\$ 27.60	\$ 32.20	\$ 34.50
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
2nd Shift	16.19	21.59	26.99	32.38	37.78	40.48
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
3rd Shift	18.14	24.18	30.23	36.28	42.32	45.35
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
04/01/2023	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 14.25	\$ 19.00	\$ 23.75	\$ 28.50	\$ 33.25	\$ 35.63
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
2nd Shift	16.72	22.29	27.87	33.44	39.01	41.80
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
3rd Shift	18.73	24.97	31.22	37.46	43.70	46.83
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
04/01/2024	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 14.55	\$ 19.40	\$ 24.25	\$ 29.10	\$ 33.95	\$ 36.38
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
2nd Shift	17.08	22.77	28.47	34.16	39.85	42.70
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
3rd Shift	19.12	25.49	31.87	38.24	44.61	47.80
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
09/01/2024	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 14.55	\$ 19.40	\$ 24.25	\$ 29.10	\$ 33.95	\$ 36.38
	+0.50*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*
2nd Shift	17.08	22.77	28.47	34.16	39.85	42.70
	+0.50*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*
3rd Shift	19.12	25.49	31.87	38.24	44.61	47.80
	+0.50*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*

\*For all hours paid straight or premium, not to be included in 3% calculation for supplemental benefits.

SUPPLEMENTAL BENEFITS per hour:

07/01/2022	
1st term	\$ 15.31 plus 3% of straight or premium wage
2nd term	\$ 15.81 plus 3% of straight or premium wage
3rd term	\$ 17.31 plus 3% of straight or premium wage
4th term	\$ 18.31 plus 3% of straight or premium wage
5th term	\$ 19.81 plus 3% of straight or premium wage
6th term	\$ 19.81 plus 3% of straight or premium wage

09/01/2022

1st term	\$ 16.28 plus 3% of straight or premium wage
2nd term	\$ 16.28 plus 3% of straight or premium wage
3rd term	\$ 18.28 plus 3% of straight or premium wage
4th term	\$ 18.78 plus 3% of straight or premium wage
5th term	\$ 20.28 plus 3% of straight or premium wage
6th term	\$ 20.28 plus 3% of straight or premium wage

09/01/2024

1st term	\$ 16.28 plus 3% of straight or premium wage
2nd term	\$ 17.78 plus 3% of straight or premium wage
3rd term	\$ 18.78 plus 3% of straight or premium wage
4th term	\$ 19.78 plus 3% of straight or premium wage
5th term	\$ 21.28 plus 3% of straight or premium wage
6th term	\$ 21.28 plus 3% of straight or premium wage

11-363/2

## Elevator Constructor

10/01/2022

**JOB DESCRIPTION** Elevator Constructor

**DISTRICT** 1

### ENTIRE COUNTIES

Columbia, Dutchess, Greene, Orange, Putnam, Sullivan, Ulster

### PARTIAL COUNTIES

Delaware: Towns of Andes, Bovina, Colchester, Davenport, Delhi, Harpersfield, Hemdon, Kortright, Meredith, Middletown, Roxbury, Hancock & Stamford

Rockland: Only the Township of Stony Point.

Westchester: Only the Townships of Bedford, Lewisboro, Cortland, Mt. Kisco, North Salem, Pound Ridge, Somers and Yorktown.

### WAGES

Per Hour	07/01/2022	01/01/2023
Mechanic	\$ 64.63	\$ 67.35
Helper	70% of Mechanic Wage Rate	70% of Mechanic Wage Rate

Four (4), ten (10) hour days may be worked for New Construction and Modernization Work at straight time during a week, Monday thru Thursday or Tuesday thru Friday.

\*\*\*Four (4), ten (10) hour days are not permitted for Contract Work/Repair Work

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

### SUPPLEMENTAL BENEFITS

Per hour	07/01/2022	01/01/2023
Journeyman/Helper	\$ 36.885*	\$ 37.335*

(\*)Plus 6% of regular hourly if less than 5 years of service. Plus 8% of regular hourly rate if more than 5 years of service.

### 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

Note: When a paid holiday falls on Saturday, it shall be observed on Friday. When a paid holiday falls on Sunday, it shall be observed on Monday.

### REGISTERED APPRENTICES

Wages per hour:

0-6 mo*	6-12 mo	2nd yr	3rd yr	4th yr
50 %	55 %	65 %	70 %	80 %

(\*)Plus 6% of the hourly rate, no additional supplemental benefits.

Supplemental Benefits per hour worked:

Same as Journeyperson/Helper

1-138

<b>Glazier</b>	<b>10/01/2022</b>
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**JOB DESCRIPTION** Glazier

**DISTRICT 8**

**ENTIRE COUNTIES**

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

**WAGES**

Per hour:	7/01/2022	11/01/2022 Additional
Glazier	\$ 59.59	\$ 1.25
*Scaffolding	61.55	
Glass Tinting & Window Film	30.11	
**Repair & Maintenance	30.11	

\*Scaffolding includes swing scaffold, mechanical equipment, scissor jacks, man lifts, booms & buckets 24' or more, but not pipe scaffolding.

\*\*Repair & Maintenance- All repair & maintenance work on a particular building whenever performed, where the total cumulative contract value is under \$148,837. All Glass tinting, window film, regardless of material or intended use, and all affixing of decals to windows or glass.

**SUPPLEMENTAL BENEFITS**

Per hour:	7/01/2022
Journeyworker	\$ 37.55
Glass tinting & Window Film	22.01
Repair & Maintenance	22.01

**OVERTIME PAY**

See (B,H,V) on OVERTIME PAGE.

For 'Repair & Maintenance' and 'Glass Tinting & Window Film' see (B, B2, I, S) on overtime page.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (4, 6, 16, 25) on HOLIDAY PAGE  
For 'Repair & Maintenance' and 'Glass Tinting & Window Film' Only  
Paid: See(5, 6, 16, 25)  
Overtime: See(5, 6, 16, 25)

**REGISTERED APPRENTICES**

Wage per hour:

(1) year terms at the following wage rates:

	7/01/2022	11/01/2022
1st term	\$ 21.15	TBD
2nd term	29.07	
3rd term	35.20	
4th term	47.38	

Supplemental Benefits:

(Per hour)

1st term	\$ 17.15
2nd term	24.42
3rd term	27.06
4th term	32.15

8-1087 (DC9 NYC)

<b>Insulator - Heat &amp; Frost</b>	<b>10/01/2022</b>
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**JOB DESCRIPTION** Insulator - Heat & Frost

**DISTRICT 8**

**ENTIRE COUNTIES**

Dutchess, Orange, Putnam, Rockland, Westchester

**WAGES**

Per hour:	07/01/2022	05/31/2023
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Insulator	\$ 58.25	+ \$ 2.00
Discomfort & Additional Training**	61.30	+ \$ 2.00
Fire Stop Work*	31.15	+ \$ 2.00

\* Applies on all exclusive Fire Stop Work (When contract is for Fire Stop work only). No apprentices on these contracts only.

\*\*Applies to work requiring: garb or equipment worn against the body not customarily worn by insulators; psychological evaluation; special training, including but not limited to "Yellow Badge" radiation training

Note: Additional \$0.50 per hour for work 30 feet or more above floor or ground level.

## SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 36.10
Discomfort & Additional Training	38.09
Fire Stop Work: Journeyworker	18.41

## OVERTIME PAY

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

## HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Note: Last working day preceding Christmas and New Years day, workers shall work no later than 12:00 noon and shall receive 8 hrs pay.

Overtime: See ( 2\*, 4, 6, 16, 25 ) on HOLIDAY PAGE.

\*Note: Labor Day triple time if worked.

## REGISTERED APPRENTICES

(1) year terms:

Insulator Apprentices:

1st	2nd	3rd	4th
\$ 31.15	\$ 36.56	\$ 41.98	\$ 47.41

Discomfort & Additional Training Apprentices:

1st	2nd	3rd	4th
\$ 32.67	\$ 38.39	\$ 44.12	\$ 49.85

Supplemental Benefits paid per hour:

Insulator Apprentices:

1st term	\$ 18.41
2nd term	21.94
3rd term	25.48
4th term	29.03

Discomfort & Additional Training Apprentices:

1st term	\$ 19.41
2nd term	23.14
3rd term	26.88
4th term	30.62

8-91

**Ironworker**

**10/01/2022**

**JOB DESCRIPTION** Ironworker

**DISTRICT** 11

**ENTIRE COUNTIES**

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster

**WAGES**

Per hour:

07/01/2022

07/01/2023

Additional

Structural	\$ 51.38	\$ 2.34*
Reinforcing*	51.38	2.34*
Ornamental	51.38	2.34*
Chain Link Fence	51.38	2.34*

\* To be allocated at a later date.

NOTE: For Reinforcing classification ONLY, Ironworker 4-46Reinf rates apply in Rockland County's southern section (south of Convent Road and east of Blue Hills Road).

On Government Mandated Irregular Work Days or Shift Work, the following wage will be paid:

1st Shift	\$ 51.38
2nd Shift	65.79
3rd Shift	70.59

\*\*Note- Any shift that works past 12:00 midnight shall receive the 3rd shift differential.

#### SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 42.71
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#### OVERTIME PAY

See (B1, Q, V) on OVERTIME PAGE

#### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

If a holiday falls on Saturday, it will be observed Friday. If a holiday falls on Sunday, it will be observed Monday.

#### REGISTERED APPRENTICES

Wages:

(1) year terms at the following wage:

	1st yr	2nd yr	3rd yr	4th yr
1st Shift	\$ 25.69	\$ 30.83	\$ 35.97	\$ 41.10
2nd Shift	35.34	41.44	47.53	53.61
3rd Shift	38.56	44.97	51.38	57.77

Supplemental Benefits per hour:

1st year	\$ 36.71
2nd year	37.91
3rd year	39.11
4th year	40.31

11-417

#### Laborer - Building

10/01/2022

JOB DESCRIPTION Laborer - Building

DISTRICT 11

#### ENTIRE COUNTIES

Dutchess

#### PARTIAL COUNTIES

Columbia: Only the Townships of Greenport, Claverack, Philmont, Clermont, Germantown, Livingston, Hillsdale, Gallatin, Copake, Ancram, Taghkanic and the City of Hudson.

#### WAGES

\*ALL WORK RELATED WITH TOXIC OR ANY ASBESTOS OR HAZARDOUS MATERIAL\*

WAGES: (per hour)

07/01/2022

Premium	\$ 45.30
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These rates will cover all work within five feet of the building foundation line.

Shift Differential: On all Governmental mandated irregular or off shift work, an additional 25% of wage is required. The 25% shift differential will be paid on public works contract for shifts or irregular workdays outside the normal working hours for 2nd and 3rd shifts or irregular work day or when mandated or required by state, federal, county, local or other governmental agency contracts.

#### SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 31.65
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Shift 38.61

**OVERTIME PAY**

See (B, E, E5, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

Holidays that fall on Saturday shall be observed on Friday, when holidays fall on Sunday they shall be observed on Monday.

**REGISTERED APPRENTICES**

1000 hour terms at the following wage rates:

1st term	\$ 22.22
2nd term	26.26
3rd term	30.30
4th term	34.34

Supplemental Benefits per hour:

Apprentices	\$ 27.03
Shift	32.71

11-17tox B

**Laborer - Building**

**10/01/2022**

**JOB DESCRIPTION** Laborer - Building

**DISTRICT 8**

**ENTIRE COUNTIES**

Dutchess

**PARTIAL COUNTIES**

Columbia: Only the Townships of Ancram, Claverack, Clermont, Copake, Gallatin, Germantown, Greenport, Hillsdale, Hudson, Livingston, Philmont and Taconic.

**WAGES**

GROUP # 1:

All Laborers except those listed in Group 2

GROUP # 2:

Blaster, Laser Beam Oper., Asphalt Rakers, & Drilling Equipment Only Where a Separate Air Compressor Unit Supplies Power

WAGES per hour

07/01/2022

GROUP # 1 \$ 38.65\*

GROUP # 2 40.80\*

\*Subtract \$ 4.50 to calculate overtime premium

Note: Any job requiring Hazwopper Certification will pay \$1.00 above job classification wage rate.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 27.15

**OVERTIME PAY**

See (B, F, R) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: Whenever a holidays falls on Sunday, it will be observed on the following Monday.

**REGISTERED APPRENTICES**

Wages per hour: 07/01/2022

1000 Hour terms

1st term	\$ 27.07
2nd term	30.89
3rd term	34.72
4th term	38.54

Note: Any job requiring Hazwopper Certification will pay \$1.00 above job classification wage rate.

Supplemental Benefits per hour:

All terms \$ 22.20

8-235

**Laborer - Heavy&Highway**

**10/01/2022**

**JOB DESCRIPTION** Laborer - Heavy&Highway

**DISTRICT 8**

**ENTIRE COUNTIES**

Dutchess

**PARTIAL COUNTIES**

Columbia: Only the Townships of Ancram, Claverack, Clermont, Copake, Gallatin, Germantown, Greenport, Hillsdale, Hudson, Livingston, Philmont and Taconic.

**WAGES**

GROUP I: Blaster, Asphalt Screedman, ACI Certified Flatwork Finisher, Pipe Jacking and Boring Operations, Operator Qualified Dead Condition Pipe Fuser (B Mechanic)

GROUP II: Burner, Drill Operator, Jumbo Driller, Wagon Driller, Air Track Driller, Hydraulic Driller, Self Contained Rotary Drill Operator, Pneumatic Dowel Driller, Concrete Form Aligner, Concrete Form and Curb Form Highway, Concrete Finisher, Asphalt Raker, Pipe Fusion, Wrecking "Bar Person", Operator Qualified Peer Checker.

GROUP III: Asphalt Curb Machine Operator, Jeepers Operator, Pavement Breaker Operator, Power Saw Operator, Jack Hammer Drill, all types Pneumatic Tool and Gasoline Drill, Concrete Saw, Gunning, Railroad, Spike Puller, Sandblasting, Shoring, Pipe Layer, Deck Winches on Scows, Power Buggy and Operator, Power Wheelbarrow Operator, Laser Beam and X-Ray Operator, Pipe Religner, Underpinning, Chain Saw, Tree Cutter, Jack Leg Driller, Hydraulic Rock Splitter, certified, Certified Scaffold Erector, Remote Controlled Demolition Robot, Wrecking "Bar Person" Helper, Utility Per Diem Laborer, Compressed air-lance, Water jet lance

Group IV: General Concrete Laborers - anything pertaining to concrete, aggregate or concrete material handling, Puddlers, Asphalt Worker, Crack Router Operator, Rock Scalers, Vibrator Operator, Bit Grinder, Concrete Grinder, Remote Walk Behind Roller (Wacker, Rammax, etc), Air Tampers and All Tampers not covered by any other classification, Form Pin Pullers, Pumps and their operation, Service of Air Power, Epoxy and Waterproofing Worker, Fine Grade person between forms, Barco Rammer, Guard Rail Installation and Demolition Link Fence, Steel Kings, Wire Mesh, Setting of all Paving Blocks, Brick Paver and Rubber Pavers, Rip Rap and Dry Stone Layer Wall, Stone Work and Pointing, Cement Spray Men, Gabion Basket Assembler, Installation of Noise Barrier, Jersey Barrier and Joints, Pre-Cast Manholes, and Pre-cast and Pre-cast Catch Basins, Crib Retaining Walls

Group V: All Driller Helpers(including Hydraulic Wagon Air Track). Common Laborers, Certified Fire Watch Laborers, All AFL/CIO Trades, Signal Person Truck Spotters, Power Person, Landscaping and Nursery Person, Artificial Turf, Placing Fabric on Landfill, Sign Installer, Temporary and Interim Pavement Line Striping, String Line Automation Grades, Lock Level, Certified Traffic Safety and Control (Pattern)

Group V (A): Flagperson

Group VI: Confined Space Laborer

WAGES per hour 07/01/2022

Group I:	\$ 46.95
Group II:	45.60
Group III:	45.20
Group IV:	44.85
Group V:	44.50
Group V(A):	38.15
Group VI:	46.50

Note: All employees working on a project that requires Hazwopper Certification will receive \$1.00 per hour over job classification rate of pay.

**SUPPLEMENTAL BENEFITS**

Per hour:	07/01/2022
Journeyman	\$ 26.90

**OVERTIME PAY**

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

**HOLIDAY**

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

Note: Whenever a holidays falls on Sunday, it will be observed on the following Monday.

**REGISTERED APPRENTICES**

## Wages per hour

1000 hour year terms

1st Term	\$ 27.07
2nd Term	30.89
3rd Term	34.72
4th Term	38.54

Note: All employees working on a project that requires Hazwopper Certification will receive \$1.00 per hour over job classification rate of pay. All employees who work an irregular work day that starts after 9:00 AM on a governmental mandated schedule shall be paid an additional 15% per hour.

Supplemental Benefits per hour:	
All Terms	\$ 22.20

8-235h

## Laborer - Heavy&Highway

10/01/2022

**JOB DESCRIPTION** Laborer - Heavy&Highway

**DISTRICT** 11

### ENTIRE COUNTIES

Dutchess

### PARTIAL COUNTIES

Columbia: Only the Townships of Claverack, Clermont, Greenport, Philmont, Germantown, Livingston, Hillsdale, Taghkanic, Gallatin, Copake, Ancram, City of Hudson.

### WAGES

\*ALL WORK RELATED WITH TOXIC OR ANY ASBESTOS OR HAZARDOUS MATERIAL, BIO REMEDIATION AND PHYTO REMEDIATION\*(Five feet or more outside of building foundation line)

WAGES:(per hour)	07/01/2022	06/01/2023	06/01/2024
Class 3	\$ 47.75	\$ 49.40	Additional \$ 2.45*

\* To be allocated at a later date.

SHIFT DIFFERENTIAL: Night work and irregular shift require 20% increase on wages for all Government mandated night and irregular shift work.

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

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

### SUPPLEMENTAL BENEFITS

Per hour:		
Journeyman	\$ 31.53	\$ 32.28
Shift	37.09	37.96

### OVERTIME PAY

See (B, E, P, \*R, \*\*S, \*\*\*T, X) on OVERTIME PAGE

\*For Mon-Fri Holidays, Double Benefits to be paid for all hours worked.

\*\*For Saturday Holidays, Two and one Half Benefits for all hours worked.

\*\*\*For Sunday Holidays, Triple Benefits for all hours worked.

### HOLIDAY

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

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

To be eligible for a paid holiday, an employee must work at least two (2) days in the calendar week or payroll week in which the holiday falls.

### REGISTERED APPRENTICES

(1000) hour terms at the following wages.

	07/01/2022
1st term	\$ 22.22
2nd term	26.26
3rd term	30.30
4th term	34.34

Supplemental Benefits per hour:	
All Terms Regular	\$ 27.03
All Terms Shift Rate	31.57

**Laborer - Tunnel**

**10/01/2022**

**JOB DESCRIPTION** Laborer - Tunnel

**DISTRICT** 11

**ENTIRE COUNTIES**

Columbia, Dutchess, Greene, Orange, Otsego, Putnam, Rockland, Sullivan, Ulster, Westchester

**PARTIAL COUNTIES**

Chenango: Townships of Columbus, Sherburne and New Berlin.

Delaware: Townships of Andes, Bovina, Middletown, Roxbury, Franklin, Hamden, Stamford, Delhi, Kortright, Harpersfield, Merideth and Davenport.

**WAGES**

Class 1: All support laborers/sandhogs working above the shaft or tunnel.

Class 2: All laborers/sandhogs working in the shaft or tunnel.

Class 4: Safety Miners

Class 5: Site work related to Shaft/Tunnel

WAGES: (per hour)

	07/01/2022
Class 1	\$ 53.45
Class 2	55.60
Class 4	62.00
Class 5	44.80

Toxic and hazardous waste, lead abatement and asbestos abatement work will be paid an additional \$ 3.00 an hour.

**SHIFT DIFFERENTIAL...**On all Government mandated irregular shift work:

- Employee shall be paid at time and one half the regular rate Monday through Friday.
- Saturday shall be paid at 1.65 times the regular rate.
- Sunday shall be paid at 2.15 times the regular rate.

**SUPPLEMENTAL BENEFITS**

Per hour:

Benefit 1	\$ 34.45
Benefit 2	51.60
Benefit 3	68.75

Benefit 1 applies to straight time hours, paid holidays not worked.

Benefit 2 applies to over 8 hours in a day (M-F), irregular shift work hours worked, and Saturday hours worked.

Benefit 3 applies to Sunday and Holiday hours worked.

**OVERTIME PAY**

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

**HOLIDAY**

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

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

When a recognized Holidays falls on Saturday or Sunday, holidays falling on Saturday shall be recognized or observed on Friday and holidays falling on Sunday shall be recognized or observed on Monday. Employees ordered to work on the Saturday or Sunday of the holiday or on the recognized or the observed Friday or Monday for those holidays falling on Saturday or Sunday shall receive double time the established rate and benefits for the holiday.

**REGISTERED APPRENTICES**

FOR APPRENTICE RATES, refer to the appropriate Laborer Heavy & Highway wage rate contained in the wage schedule for the County and location where the work is to be performed.

11-17/60/235/754Tun

**Lineman Electrician**

**10/01/2022**

**JOB DESCRIPTION** Lineman Electrician

**DISTRICT** 6

**ENTIRE COUNTIES**

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

## WAGES

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

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

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

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

Per hour:	07/01/2022	05/01/2023	05/06/2024
Lineman, Technician	\$ 56.00	\$ 57.40	\$ 58.90
Crane, Crawler Backhoe	56.00	57.40	58.90
Welder, Cable Splicer	56.00	57.40	58.90
Digging Mach. Operator	50.40	51.66	53.01
Tractor Trailer Driver	47.60	48.79	50.07
Groundman, Truck Driver	44.80	45.92	47.12
Equipment Mechanic	44.80	45.92	47.12
Flagman	33.60	34.44	35.34

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

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

Lineman, Technician	\$ 56.00	\$ 57.40	\$ 58.90
Crane, Crawler Backhoe	56.00	57.40	58.90
Cable Splicer	61.60	63.14	64.79
Certified Welder -			
Pipe Type Cable	58.80	60.27	61.85
Digging Mach. Operator	50.40	51.66	53.01
Tractor Trailer Driver	47.60	48.79	50.07
Groundman, Truck Driver	44.80	45.92	47.12
Equipment Mechanic	44.80	45.92	47.12
Flagman	33.60	34.44	35.34

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

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

Lineman, Tech, Welder	\$ 57.32	\$ 58.72	\$ 60.22
Crane, Crawler Backhoe	57.32	58.72	60.22
Cable Splicer	63.05	64.59	66.24
Certified Welder -			
Pipe Type Cable	60.19	61.66	63.23
Digging Mach. Operator	51.59	52.85	54.20
Tractor Trailer Driver	48.72	49.91	51.19
Groundman, Truck Driver	45.86	46.98	48.18
Equipment Mechanic	45.86	46.98	48.18
Flagman	34.39	35.23	36.13

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

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

Lineman, Tech, Welder	\$ 58.51	\$ 59.91	\$ 61.41
Crane, Crawler Backhoe	58.51	59.91	61.41
Cable Splicer	58.51	59.91	61.41
Digging Mach. Operator	52.66	53.92	55.27
Tractor Trailer Driver	49.73	50.92	52.20
Groundman, Truck Driver	46.81	47.93	49.13
Equipment Mechanic	46.81	47.93	49.13
Flagman	35.11	35.95	36.85

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

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

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

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

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

### SUPPLEMENTAL BENEFITS

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

	07/01/2022	05/01/2023	05/06/2024
Journeyman	\$ 25.90 *plus 7% of the hourly wage paid	\$ 26.40 *plus 7% of the hourly wage paid	\$ 26.90 *plus 7% of the hourly wage paid
Journeyman Lineman or Equipment Operators with Crane License	\$ 27.90 *plus 7% of the hourly wage paid	\$ 29.40 *plus 7% of the hourly wage paid	\$ 30.90 *plus 7% of the hourly wage paid

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

### OVERTIME PAY

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

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

### HOLIDAY

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

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

### REGISTERED APPRENTICES

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

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

SUPPLEMENTAL BENEFITS per hour:

	07/01/2022	05/01/2023	05/06/2024
	\$ 25.90 *plus 7% of the hourly wage paid	\$ 26.40 *plus 7% of the hourly wage paid	\$ 26.90 *plus 7% of the hourly wage paid

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

**Lineman Electrician - Teledata****10/01/2022****JOB DESCRIPTION** Lineman Electrician - Teledata**DISTRICT 6****ENTIRE COUNTIES**

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

**WAGES**

Per hour:

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

	07/01/2022	01/01/2023	01/01/2024	01/01/2025
Cable Splicer	\$ 36.28	\$ 37.73	\$ 39.24	\$ 40.81
Installer, Repairman	\$ 34.43	\$ 35.81	\$ 37.24	\$ 38.73
Teledata Lineman	\$ 34.43	\$ 35.81	\$ 37.24	\$ 38.73
Tech., Equip. Operator	\$ 34.43	\$ 35.81	\$ 37.24	\$ 38.73
Groundman	\$ 18.25	\$ 18.98	\$ 19.74	\$ 20.53

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

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

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

**SUPPLEMENTAL BENEFITS**

Per hour:	07/01/2022	01/01/2023	01/01/2024	01/01/2025
Journeyman	\$ 5.14	\$ 5.14	\$ 5.14	\$ 5.14
	*plus 3% of the hourly wage paid	*plus 3% of the hourly wage paid	*plus 3% of the hourly wage paid	*plus 3% of the hourly wage paid

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

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

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

**HOLIDAY**

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

6-1249LT - Teledata

**Lineman Electrician - Traffic Signal, Lighting****10/01/2022****JOB DESCRIPTION** Lineman Electrician - Traffic Signal, Lighting**DISTRICT 6****ENTIRE COUNTIES**

Columbia, Dutchess, Orange, Putnam, Rockland, Ulster

**WAGES**

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

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



A flagger's duties shall consist of traffic control only.  
(Ref #14.01.02)

Per hour:	07/01/2022	05/01/2023	05/06/2024
Lineman, Technician	\$ 49.47	\$ 50.60	\$ 51.82
Crane, Crawler Backhoe	49.47	50.60	51.82
Certified Welder	51.94	53.13	54.41
Digging Machine	44.52	45.54	46.64
Tractor Trailer Driver	42.05	43.01	44.05
Groundman, Truck Driver	39.58	40.48	41.46
Equipment Mechanic	39.58	40.48	41.46
Flagman	29.68	30.36	31.09

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

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

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

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

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

#### SUPPLEMENTAL BENEFITS

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

	07/01/2022	05/01/2023	05/06/2024
Journeyman	\$ 25.90 *plus 7% of the hourly wage paid	\$ 26.40 *plus 7% of the hourly wage paid	\$ 26.90 *plus 7% of the hourly wage paid
Journeyman Lineman or Equipment Operators with Crane License	\$ 27.90 *plus 7% of the hourly wage paid	\$ 29.40 *plus 7% of the hourly wage paid	\$ 30.90 *plus 7% of the hourly wage paid

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

#### OVERTIME PAY

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

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

#### HOLIDAY

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

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

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

#### REGISTERED APPRENTICES

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

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

SUPPLEMENTAL BENEFITS per hour:

07/01/2022	05/01/2023	05/06/2024
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\$ 25.90	\$ 26.40	\$ 26.90
*plus 7% of	*plus 7% of	*plus 7% of
the hourly	the hourly	the hourly
wage paid	wage paid	wage paid

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

6-1249aReg8LT

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**Lineman Electrician - Tree Trimmer****10/01/2022**

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

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

**WAGES**

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

Per hour:	07/01/2022	01/01/2023
Tree Trimmer	\$ 28.25	\$ 29.80
Equipment Operator	24.98	26.35
Equipment Mechanic	24.98	26.35
Truck Driver	20.80	21.94
Groundman	17.13	18.07
Flag person	13.20*	13.20*

\*NOTE: Subject to change due to any minimum wage increases.

**SUPPLEMENTAL BENEFITS**

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

	07/01/2022	01/01/2023
Journeyman	\$ 10.23	\$ 10.48
	*plus 3% of	*plus 3% of
	the hourly	the hourly
	wage paid	wage paid

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

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

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

**HOLIDAY**

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

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

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

All paid holidays falling on a Sunday shall be observed on the following Monday.

6-1249TT

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**Mason - Building****10/01/2022**

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**JOB DESCRIPTION** Mason - Building**DISTRICT 9****ENTIRE COUNTIES**

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

**WAGES**

Wages:	07/01/2022
Marble Cutters & Setters	\$ 62.17

**SUPPLEMENTAL BENEFITS**

Per Hour:

Journeyworker	\$ 38.27
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## OVERTIME PAY

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

## HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

## REGISTERED APPRENTICES

Wage Per Hour:

750 hour terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6751	6751-7500
\$ 24.88	\$ 27.97	\$ 31.08	\$ 34.17	\$ 37.29	\$ 40.39	\$ 43.51	\$ 46.61	\$ 52.82	\$ 59.05

Supplemental Benefits per hour:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 20.55	\$ 22.04	\$ 23.52	\$ 25.01	\$ 26.47	\$ 27.96	\$ 29.42	\$ 30.91	\$ 33.86	\$ 36.81 9-7/4

## Mason - Building

10/01/2022

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 11

## ENTIRE COUNTIES

Dutchess, Sullivan, Ulster

## PARTIAL COUNTIES

Orange: Entire county except the Township of Tuxedo.

## WAGES

Per hour:

	07/01/2022	06/01/2023
Bricklayer	\$ 43.94	\$ 45.00
Cement Mason	43.94	45.00
Plasterer/Stone Mason	43.94	45.00
Pointer/Caulker	43.94	45.00

Additional \$1.00 per hour for power saw work

Additional \$0.50 per hour for swing scaffold or staging work

SHIFT WORK: When shift work or an irregular work day is mandated or required by state, federal, county, local or other governmental agency contracts, the following premiums apply:

Irregular work day requires 15% premium

Second shift an additional 15% of wage plus benefits to be paid

Third shift an additional 25% of wage plus benefits to be paid

## SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 36.44	\$ 37.39
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## OVERTIME PAY

Cement Mason See (B, E, Q, W) on OVERTIME PAGE.

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

## HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

Whenever any of the above holidays fall on Sunday, they will be observed on Monday. Whenever any of the above holidays fall on Saturday, they will be observed on Friday.

## REGISTERED APPRENTICES

Wages per hour:

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

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

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

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

Apprentices indentured before June 1st, 2011 receive full journeyman benefits

11-5du-b

<b>Mason - Building</b>	<b>10/01/2022</b>
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**JOB DESCRIPTION** Mason - Building

**DISTRICT** 9

**ENTIRE COUNTIES**

Dutchess, Orange, Putnam, Sullivan, Ulster

**WAGES**

Per hour:

07/01/2022	12/05/2022	06/05/2023
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Building:

Additional

Additional

Tile, Marble,& Terrazzo

Mechanic/Setter

\$ 56.42

\$ 0.64

\$ 0.64

**SUPPLEMENTAL BENEFITS**

Per Hour:

Journeyworker:

\$ 22.66\*

+ \$7.67

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

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

Double time rate applies after 10 hours

**HOLIDAY**

Paid:

See (1) on HOLIDAY PAGE

Overtime:

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

**REGISTERED APPRENTICES**

Wage per hour:

(Counties of Orange & Putnam)

750 hour terms at the following wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
1-	751-	1501-	2251-	3001-	3751-	4501-	5251-	6001-	6751-
750	1500	2250	3000	3750	4500	5250	6000	6750	7500
\$21.23	\$26.11	\$33.26	\$38.14	\$41.67	\$45.04	\$48.60	\$53.47	\$56.25	\$60.33

Supplemental Benefits per hour:

(Counties of Orange & Putnam)

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$12.55*	\$12.55*	\$15.16*	\$15.16*	\$16.75*	\$18.30*	\$19.35*	\$19.40*	\$17.45*	\$22.80*
+\$0.69	+\$0.74	+\$0.84	+\$0.88	+\$1.28	+\$1.33	+\$1.70	+\$1.75	+\$5.90	+\$6.42

Wages per hour:

(Counties of Dutchess, Sullivan, Ulster)

750 hour terms at the following wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
1-	751-	1501-	2251-	3001-	3751-	4501-	5251-	6001-	6751-
750	1500	2250	3000	3750	4500	5250	6000	6750	7500
\$19.83	\$23.92	\$25.89	\$29.98	\$32.74	\$36.32	\$39.61	\$42.71	\$44.31	\$47.73

Supplemental Benefits per hour:  
(Counties of Dutchess, Sullivan, Ulster)

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$12.55*	\$12.55*	\$14.66*	\$14.66*	\$15.60*	\$16.16*	\$16.66*	\$17.66*	\$15.66*	\$20.41*
+\$0.65	+\$0.69	+\$0.74	+\$0.78	+\$1.15	+\$1.19	+\$1.53	+\$1.57	+\$6.09	+\$6.18

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

9-7/52B

<b>Mason - Building</b>	<b>10/01/2022</b>
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**JOB DESCRIPTION** Mason - Building

**DISTRICT 9**

**ENTIRE COUNTIES**

Dutchess, Orange, Putnam, Sullivan, Ulster

**WAGES**

Per hour: 07/01/2022 12/05/2022 06/05/2023

Building Additional Additional

Tile, Marble, &  
Terrazzo Finisher \$ 46.38 \$ 0.55 \$ 0.54

**SUPPLEMENTAL BENEFITS**

Journeyworker:

Per Hour \$ 19.76\*  
+ \$7.54

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

**OVERTIME PAY**

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

Double time rate applies after 10 hours on Saturdays.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

9-7/88B-tf

<b>Mason - Heavy&amp;Highway</b>	<b>10/01/2022</b>
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**JOB DESCRIPTION** Mason - Heavy&Highway

**DISTRICT 11**

**ENTIRE COUNTIES**

Dutchess, Sullivan, Ulster

**PARTIAL COUNTIES**

Orange: Entire county except the Township of Tuxedo.

**WAGES**

Per hour: 07/01/2022 06/01/2023

Bricklayer	\$ 44.44	\$ 45.50
Cement Mason	44.44	45.50
Marble/Stone Mason	44.44	45.50
Plasterer	44.44	45.50
Pointer/Caulker	44.44	45.50

Additional \$1.00 per hour for power saw work

Additional \$0.50 per hour for swing scaffold or staging work

SHIFT WORK: When shift work or an irregular work day is mandated or required by state, federal, county, local or other governmental contracts, the following rates apply:

Irregular work day requires 15% premium

Second shift an additional 15% of wage plus benefits to be paid

Third shift an additional 25% of wage plus benefits to be paid

### SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 36.44 \$ 37.39

### OVERTIME PAY

Cement Mason See ( B, E, Q, W )

All Others See ( B, E, Q )

### HOLIDAY

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

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

- Whenever any of the above holidays fall on Sunday, they will be observed on Monday. Whenever any of the above holidays fall on Saturday, they will be observed on Friday.

- Supplemental Benefits are not paid for paid Holiday

- If Holiday is worked, Supplemental Benefits are paid for hours worked.

- Whenever an Employee works within three (3) calendar days before a holiday, the Employee shall be paid for the Holiday.

### REGISTERED APPRENTICES

Wages per hour:

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

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

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

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

Apprentices indentured before June 1st, 2011 receive full journeyman benefits

11-5du-H/H

### Operating Engineer - Building

10/01/2022

**JOB DESCRIPTION** Operating Engineer - Building

**DISTRICT** 9

### ENTIRE COUNTIES

Bronx, Kings, New York, Putnam, Queens, Richmond, Westchester

### PARTIAL COUNTIES

Dutchess: that part of Dutchess County lying south of the North City Line of the City of Poughkeepsie.

### WAGES

NOTE: Construction surveying

Party Chief--One who directs a survey party

Instrument Man--One who runs the instrument and assists Party Chief.

Rodman--One who holds the rod and assists the Survey Crew

Wages:(Per Hour) 07/01/2022

Building Construction:

Party Chief	\$ 76.64
Instrument Man	60.50
Rodman	40.64

Steel Erection:

Party Chief	79.41
Instrument Man	62.85
Rodman	43.48

Heavy Construction-NYC counties only:  
(Foundation, Excavation.)

Party Chief	84.60
Instrument man	63.79
Rodman	54.52

**SUPPLEMENTAL BENEFITS**

Per Hour:	07/01/2022
Building Construction	\$ 26.69* +\$ 7.40
Steel Erection	27.29* +\$ 7.40
Heavy Construction	25.25* +\$ 7.15

\* This portion subject to same premium as wages

Non-Worked Holiday Supplemental Benefit:  
16.45

**OVERTIME PAY**

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

Code "A" applies to Building Construction and has double the rate after 7 hours on Saturdays.

Code "B" applies to Heavy Construction and Steel Erection and had double the rate after 8 hours on Saturdays.

**HOLIDAY**

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

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

9-15Db

**Operating Engineer - Building**

**10/01/2022**

**JOB DESCRIPTION** Operating Engineer - Building

**DISTRICT** 8

**ENTIRE COUNTIES**

Putnam, Westchester

**PARTIAL COUNTIES**

Dutchess: All the counties of Westchester and Putnam and the southern part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner Road to Bower Road, then east along Bower Road to Route 44 and along Route 44 east to Route 343, then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

**WAGES**

GROUP I:

Cranes (All Types up to 49 tons), Boom Trucks, Cherry Pickers (All Types), Clamshell Crane, Derrick (Stone and Steel), Dragline, Franki Pile Rig or similar, High Lift (Lull or similar) with crane attachment and winch used for hoisting or lifting, Hydraulic Cranes, Pile Drivers, Potain and similar.

Cranes (All types 50-99 tons), Drill Rig Casa Grande (CAT or similar), Franki Pile Rig or similar, Hydraulic Cranes (All types including Crawler Cranes- No specific boom length).

Cranes (All types 100 tons and over), All Tower Cranes, All Climbing Cranes irrespective of manufacturer and regardless of how the same is rigged, Franki Pile Rig or similar, Conventional Cranes (All types including Crawler Cranes-No specific boom length), Hydraulic Cranes.

GROUP I-A: Barber Green Loader-Euclid Loader, Bulldozer, Carrier-Trailer Horse, Concrete Cleaning Decontamination Machine Operator, Concrete-Portable Hoist, Conway or Similar Mucking Machines, Elevator & Cage, Excavators all types, Front End Loaders, Gradall, Shovel, Backhoe, etc.(Crawler or Truck), Heavy Equipment Robotics Operator/Mechanic, Hoist Engineer-Material, Hoist Portable Mobile Unit, Hoist(Single, Double or Triple Drum), Horizontal Directional Drill Locator, Horizontal Directional Drill Operator and Jersey Spreader, Letourneau or Tournapull(Scrapers over 20 yards Struck), Lift Slab Console, etc., Lull HiLift or Similar, Master Environmental Maintenance Mechanics, Mucking Machines Operator/Mechanic or Similar Type, Overhead Crane, Pavement Breaker(Air Ram), Paver(Concrete), Post Hole Digger, Power House Plant, Road Boring Machine, Road Mix Machine, Ross Carrier and Similar Machines, Rubber tire double end backhoes and similar machines, Scoopmobile Tractor-Shovel Over 1.5 yards, Shovel (Tunnels), Spreader (Asphalt) Telephie(Cableway), Tractor Type Demolition Equipment, Trenching Machines-Vermeer Concrete Saw Trencher and Similar, Ultra High Pressure Waterjet Cutting Tool System, Vacuum Blasting Machine operator/mechanic, Winch Truck A Frame.

GROUP I-B: Compressor (Steel Erection), Mechanic (Outside All Types), Negative Air Machine (Asbestos Removal), Push Button (Buzz Box) Elevator.



GROUP II: Compactor Self-Propelled, Concrete Pump, Crane Operator in Training (Over 100 Tons), Grader, Machines Pulling Sheep's Foot Roller, Roller (4 ton and over), Scrapers (20 yards Struck and Under), Vibratory Rollers, Welder.

GROUP III-A: Asphalt Plant, Concrete Mixing Plants, Forklift (All power sources), Joy Drill or similar, Tractor Drilling Machine, Loader (1 1/2 yards and under), Portable Asphalt Plant, Portable Batch Plant, Portable Crusher, Skid Steer (Bobcat or similar), Stone Crusher, Well Drilling Machine, Well Point System.

GROUP III-B: Compressor Over 125 cu. Feet, Conveyor Belt Machine regardless of size, Compressor Plant, Ladder Hoist, Stud Machine.

GROUP IV-A: Batch Plant, Concrete Breaker, Concrete Spreader, Curb Cutter Machine, Finishing Machine-Concrete, Fine Grading Machine, Hepa Vac Clean Air Machine, Material Hopper(sand, stone, cement), Mulching Grass Spreader, Pump Gypsum etc, Pump-Plaster-Grout-Fireproofing. Roller(Under 4 Ton),Spreading and Fine Grading Machine, Steel Cutting Machine, Siphon Pump, Tar Joint Machine, Television Cameras for Water, Sewer, Gas etc. Turbo Jet Burner or Similar Equipment, Vibrator (1 to 5).

GROUP IV-B: Compressor (all types), Heater (All Types), Fire Watchman, Lighting Unit (Portable & Generator) Pump, Pump Station(Water, Sewer, Portable, Temporary), Welding Machine (Steel Erection & Excavation).

GROUP V: Mechanics Helper, Motorized Roller (walk behind), Stock Attendant, Welder's Helper, Maintenance Engineer Crane(75 ton and over).

Group VI-A: Welder Certified

GROUP VI-B: Utility Man, Warehouse Man.

WAGES: (per hour)

	07/01/2022	03/06/2023	03/04/2024
GROUP I			
Cranes- up to 49 tons	\$ 65.03	\$ 66.23	\$ 67.43
Cranes- 50 tons to 99 tons	67.28	68.53	69.77
Cranes- 100 tons and over	76.77	78.21	79.64
GROUP I-A	56.97	58.01	59.04
GROUP I-B	52.52	53.48	54.41
GROUP II	54.98	55.98	56.97
GROUP III-A	52.97	53.94	54.88
GROUP III-B	50.44	51.35	52.25
GROUP IV-A	52.44	53.40	54.33
GROUP IV-B	44.38	45.17	45.94
GROUP V	47.83	48.69	49.53
Group VI-A	55.93	56.96	57.96
GROUP VI-B			
Utility Man	45.39	46.21	47.00
Warehouse Man	47.57	48.52	49.26

An additional 20% to wage when required to wear protective equipment on hazardous/toxic waste projects.

Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional \$2.00 per hour.

Engineers operating cranes with booms 149 feet or over in length will be paid an additional \$3.00 per hour.

Loader operators over 5 cubic yard capacity additional .50 per hour.

Shovel operators over 4 cubic yard capacity additional \$1.00 per hour.

#### SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 29.87	\$ 30.57	\$ 31.32
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#### OVERTIME PAY

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

#### HOLIDAY

Paid: See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE

8-137B

#### Operating Engineer - Building

10/01/2022

**JOB DESCRIPTION** Operating Engineer - Building

**DISTRICT** 1

#### ENTIRE COUNTIES

Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

#### PARTIAL COUNTIES

Dutchess: Defined as north of the northern boundary line of City of Poughkeepsie then due east to Route 115 to Bedell Road then east along Bedell Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Route 343 then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to Connecticut.

## **WAGES**

### **CLASS A1:**

Crane, hydraulic cranes, tower crane, locomotive crane, piledriver, cableway, derricks, whirlies, dragline, boom trucks over 5 tons.

### **CLASS A:**

Shovel, all Excavators (including rubber tire full swing), Gradalls, power road grader, all CMI equipment, front-end rubber tire loader, tractor-mounted drill (quarry master), mucking machine, concrete central mix plant, concrete pump, belcrete system, automated asphalt concrete plant, and tractor road paver, boom trucks 5 tons and under, maintenance engineer, self-contained crawler drill-hydraulic rock drill.

### **CLASS B:**

Backhoes (rubber tired backhoe/loader combination), bulldozer, pushcat, tractor, traxcavator, scraper, LeTourneau grader, form fine grader, self-propelled soil compactor (fill roller), asphalt roller, blacktop spreader, power brooms, sweepers, trenching machine, Barber Green loader, side booms, hydro hammer, concrete spreader, concrete finishing machine, one drum hoist, power hoisting (single drum), hoist two drum or more, three drum engine, power hoisting (two drum and over), two drum and swinging engine, three drum swinging engine, hod hoist, A-L frame winches, core and well drillers (one drum), post hole digger, model CHB Vibro-Tamp or similar machine, batch bin and plant operator, dinky locomotive, skid steer loader, track excavator 5/8 cubic yard or smaller, front end rubber tired loader under four cubic yards, vacuum machine (mounted or towed).

### **CLASS C:**

Fork lift, high lift, all terrain fork lift: or similar, oiler, fireman and heavy-duty greaser, boilers and steam generators, pump, vibrator, motor mixer, air compressor, dust collector, welding machine, well point, mechanical heater, generators, temporary light plants, electric submersible pumps 4" and over, murphy type diesel generator, conveyor, elevators, concrete mixer, beltcrete power pack (belcrete system), seeding, and mulching machines, pumps.

\* In the event that equipment listed above is operated by robotic control, the classification covering the operation will be the same as if manually operated.

### **WAGES per hour**

	07/01/2022
Class # A1	\$ 47.81
Class # A	47.32
Class # B	46.30
Class # C	43.40

Additional \$0.50 per hr for Tower Cranes.

Additional \$1.25 per hr for Cranes with Boom length & jib 150ft. and over.

Additional \$2.25 per hr for Cranes with Boom length & jib 200ft. and over.

Additional \$2.50 per hr over B rate for Nuclear Leader work.

Additional \$0.40 per hr for tunnel or excavation of shaft 40' or more deep.

Additional \$2.50 per hour if work requires Personal Protective Equipment for hazardous waste site activities with a level C or over rating.

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

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

## **SUPPLEMENTAL BENEFITS**

Per hour

07/01/2022

Journeyman \$ 30.55

## **OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

## **HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: If a holiday falls on Sunday, it will be celebrated on Monday. If the holiday falls on Saturday, it will be celebrated on Friday.

Employees who work a designated holiday shall be paid double time plus 8 hours of straight time.

## **REGISTERED APPRENTICES**

Wages per hour

1000 hours terms at the following percentage of Journeyperson's wage Class B

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

Supplemental Benefits per hour worked

All terms \$ 25.85

1-158 Alb

### Operating Engineer - Heavy&Highway

10/01/2022

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

**DISTRICT** 8

#### ENTIRE COUNTIES

Putnam, Westchester

#### PARTIAL COUNTIES

Dutchess: All the counties of Westchester and Putnam and the southern part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner Road to Bower Road, then east along Bower Road to Route 44 and along Route 44 east to Route 343, then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

#### WAGES

GROUP I: Boom Truck, Cherry Picker, Clamshell, Crane, (Crawler, Truck), Dragline, Drill Rig (Casa Grande, Cat, or Similar), Floating Crane (Crane on Barges) under 100 tons, Gin Pole, Hoist Engineer-Concrete (Crane-Derrick-Mine Hoist), Knuckle Boom Crane, Rough Terrain Crane.

GROUP I-A: Auger (Truck or Truck Mounted), Boat Captain, Bulldozer-All Sizes, Central Mix Plant Operator, Chipper (all types), Close Circuit T.V., Combination Loader/Backhoe, Compactor with Blade, Concrete Finishing Machine, Gradall, Grader (Motor Grader), Elevator & Cage (Materials or Passenger), Excavator (and all attachments), Front End Loaders (1 1/2 yards and over), High Lift Lull and similar, Hoist (Single, Double, Triple Drum), Hoist Portable Mobile Unit, Hoist Engineer (Material), Jack and Bore Machine, Log Skidders, Mill Machines, Mucking Machines, Overhead Crane, Paver (concrete), Post Pounder (of any type), Push Cats, Road Reclaimer, Robot Hammer (Brokk or similar), Robotic Equipment (Scope of Engineer Schedule), Ross Carrier and similar, Scrapers (20 yard struck and over), Side Boom, Slip Form Machine, Spreader (Asphalt), Trenching Machines (Telephies-Vermeer Concrete Saw), Tractor Type Demolition Equipment, Vacuum Truck, Vibratory Roller(Riding) or Roller used in mainline paving operations.

GROUP I-B: Asphalt Mobile Conveyor/Transfer Machine, Road Paver (Asphalt).

GROUP II-A: Ballast Regulators, Compactor Self Propelled, Fusion Machine, Rail Anchor Machines, Roller (4 ton and over), Scrapers (20 yard struck and under).

GROUP II-B: Mechanic (Outside) All Types, Shop Mechanic.

GROUP III: Air Tractor Drill, Asphalt Plant, Batch Plant, Boiler (High Pressure), Concrete Breaker (Track or Rubber Tire), Concrete Pump, Concrete Spreader, Excavator Drill, Farm Tractor, Forklift (all types), Gas Tapping (Live), Hydroseeder, Loader (1 1/2 yards and under), Locomotive (all sizes), Machine Pulling Sheeps Foot Roller, Portable Asphalt Plant, Portable Batch Plant, Portable Crusher (Apprentice), Powerhouse Plant, Roller (under 4 ton), Sheer Excavator, Skid Steer/Bobcat, Stone Crusher, Sweeper (with seat), Well Drilling Machine.

GROUP IV: Service Person (Grease Truck), Deckhand.

GROUP IV-B: Conveyor Belt Machine (Truck Mounted), Heater (all types), Lighting Unit (Portable), Maintenance Engineer (For Crane Only), Mechanics Helper, Pump (Fireproofing), Pumps-Pump Station/Water/Sewer/Gypsum/Plaster, etc., Pump Truck (Sewer Jet or Similar), Welders Helper, Welding Machine (Steel Erection), Well Point System.

GROUP V: All Tower Cranes-All Climbing Cranes and all cranes of 100-ton capacity or greater (3900 Manitowac or similar) irrespective of manufacturer and regardless of how the same is rigged, Hoist Engineer (Steel), Engineer-Pile Driver, Jersey Spreader, Pavement Breaker/Post Hole Digger.

WAGES: Per hour:	07/01/2022	03/06/2023	03/04/2024
Group I	\$ 65.97	\$ 67.27	\$ 68.63
Group I-A	58.16	59.26	60.42
Group I-B	61.28	62.46	63.70
Group II-A	55.70	56.74	57.84
Group II-B	57.44	58.52	59.67
Group III	54.72	55.74	56.81
Group IV	49.74	50.63	51.57
Group IV-B	42.71	43.43	44.19
Group V			
Engineer All Tower, Climbing and			

Cranes of 100 Tons	74.73	76.24	77.82
Hoist Engineer(Steel)	67.67	69.01	70.41
Engineer(Pile Driver)	72.16	73.61	75.13
Jersey Spreader, Pavement Breaker (Air Ram)Post Hole Digger	56.99	58.06	59.19

**SHIFT DIFFERENTIAL:**

A 15% premium on all hours paid, including overtime hours for 2nd, 3rd shifts on all government mandated off-shift work

Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional \$2.00 per hour over the rate listed in the Wage Schedule. Engineers operating cranes with booms 149 feet or over in length will be paid an additional \$3.00 per hour over the rate listed in the Wage Schedule. Loader and Excavator Operators: over 5 cubic yards capacity \$0.50 per hour over the rate listed in the Wage Schedule. Shovel Operators: over 4 cubic yards capacity \$1.00 per hour over the rate listed in the Wage Schedule.

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

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

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker:	\$ 32.60 up to 40 Hours	\$ 33.75 up to 40 hours	\$ 34.85 up to 40 hours
	After 40 hours \$ 23.40* PLUS \$ 1.20 on all hours worked	After 40 hours \$ 24.50* PLUS \$ 1.25 on all hours worked	After 40 hours \$ 25.55* PLUS \$ 1.25 on all hours worked

\*This amount is subject to premium

**OVERTIME PAY**

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

**HOLIDAY**

Paid:..... See ( 5, 6, 8, 15, 25, 26 ) on HOLIDAY PAGE

Overtime..... See ( 5, 6, 8, 15, 25, 26 ) on OVERTIME PAGE

\* For Holiday codes 8,15,25,26 code R applies

\*\* For Holiday Codes 5 & 6 code U applies

Note: If employees are required to work on Easter Sunday they shall be paid at the rate of triple time.

**REGISTERED APPRENTICES**

(1)year terms at the following rate.

1st term	\$ 29.08	\$ 29.63	\$ 30.21
2nd term	34.90	35.56	36.25
3rd term	40.71	41.48	42.30
4th term	46.53	47.41	48.34
Supplemental Benefits per hour:	24.55	25.70	26.85

8-137HH

**Operating Engineer - Heavy&Highway**

**10/01/2022**

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

**DISTRICT 1**

**ENTIRE COUNTIES**

Albany, Broome, Chenango, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Tioga, Warren, Washington

**PARTIAL COUNTIES**

Dutchess: Defined as north of the northern boundary line of City of Poughkeepsie then due east to Route 115 to Bedell Road then east along Bedell Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Route 343 then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to Connecticut.

**WAGES**

**CLASSIFICATION A:**

Asphalt Curb Machine (Self Propelled, Slipform), Asphalt Paver, Automated Concrete Spreader (CMI Type), Automatic Fine Grader, Backhoe (Except Tractor Mounted, Rubber Tired), Backhoe Excavator Full Swing (CAT 212 or similar type), Back Filling Machine, Belt Placer (CMI Type), Blacktop Plant (Automated), Boom truck, GPS operated Bull Dozer, Cableway, Caisson Auger, Central Mix Concrete Plant (Automated), Concrete Curb Machine (Self Propelled, Slipform), Concrete Pump, Crane, Cherry Picker, Derricks (steel erection), Dragline, Overhead Crane (Gantry or Straddle type), Pile Driver, Truck Crane, Directional Drilling Machine, Dredge, Dual Drum Paver, Excavator (All PurposeHydraulically Operated) (Gradall or Similar), Front End Loader (4 cu. yd. and Over), Head Tower (Sauerman or Equal), Hoist (Two or Three Drum), Holland Loader, Maintenance Engineer, Mine Hoist, Mucking Machine or Mole, Pavement Breaker(SP) Wertgen; PB-4 and similar type, Power Grader, Profiler (over 105 H.P.), Quad 9, Quarry Master (or equivalent), Scraper, Shovel, Side Boom, Slip Form Paver (If a second man is needed, he shall be an Oiler), Tractor Drawn BeltType Loader, Truck or Trailer Mounted Log Chipper (Self Feeder), Tug Operator (Manned Rented Equipment Excluded), Tunnel Shovel

**CLASSIFICATION B:**

Backhoe (Tractor Mounted, Rubber Tired), Bituminous Recycler Machine, Bituminous Spreader and Mixer, Blacktop Plant (NonAutomated), Blast or Rotary Drill (Truck or Tractor Mounted), Brokk, Boring Machine, Cage Hoist, Central Mix Plant [(NonAutomated) and All Concrete Batching Plants], Concrete Paver (Over 16S), Crawler Drill (Self-contained), Crusher, Diesel Power Unit, Drill Rigs, Tractor Mounted, Front End Loader (Under 4 cu. yd.), Greaseman/Lubrication Engineer, HiPressure Boiler (15 lbs. and over), Hoist (One Drum), Hydro-Axe, Kolman Plant Loader and Similar Type Loaders (If Employer requires another man to clean the screen or to maintain the equipment, he shall be an Oiler), L.C.M. Work Boat Operator, Locomotive, Material handling knuckle boom, Mini Excavator (under 18,000 lbs.), Mixer (for stabilized base self-propelled), Monorail Machine, Plant Engineer, Prentice Loader, Profiler (105 H.P. and under), Pug Mill, Pump Crete, Ready Mix Concrete Plant, Refrigeration Equipment (for soil stabilization), Road Widener, Roller (all above subgrade), Sea Mule, Self-contained Ride-on Rock Drill(Excluding Air-Track Type Drill), Skidder, Tractor with Dozer and/or Pusher, Trencher, Tugger Hoist, Vacum machine (mounted or towed), Vermeer saw (ride on, any size or type), Welder, Winch, Winch Cat

**CLASSIFICATION C:**

A Frame Winch Hoist on Truck, Articulated Heavy Hauler, Aggregate Plant, Asphalt or Concrete Grooving Machine (ride on), Ballast Regulator(Ride-on), Boiler (used in conjunction with production), Bituminous Heater (self-propelled), Boat (powered), Cement and Bin Operator, Concrete Pavement Spreader and Finisher Concrete Paver or Mixer (16' and under), Concrete Saw (self-propelled), Conveyor, Deck Hand, Directional Drill Machine Locator, Drill (Core and Well), Farm Tractor with accessories, Fine Grade Machine, Fireman, Fork Lift, Form Tamper, Grout Pump, Gunit Machine, Hammers (Hydraulic self-propelled), Hydra-Spiker (ride-on), Hydraulic Pump (jacking system), Hydro-Blaster (Water), Mulching Machine, Oiler, Parapet Concrete or Pavement Grinder, Post Hole Digger and Post Driver, Power Broom (towed), Power Heaterman, Power Sweeper, Revinus Widener, Roller (Grade and Fill), Scarifier (ride-on), Shell Winder, Skid steer loader (Bobcat or similar), Span-Saw (ride-on), Steam Cleaner, Tamper (ride-on), Tie Extractor (ride-on), Tie Handler (ride-on), Tie Inserter (ride-on), Tie Spacer (ride-on), Tire Repair, Track Liner (ride-on), Tractor, Tractor (with towed accessories), Vibratory Compactor, Vibro Tamp, Well Point, and the following hands-off equipment: Compressors, Dust Collectors, Generators, Pumps, Welding Machines, Light Plants and Heaters

- Note for all above classifications of Operating Engineer - In the event that equipment listed above is operated by robotic control, the classification covering the operation will be the same as if manually operated.

**WAGES per hour**

07/01/2022

Master Mechanic	\$ 51.03
Class A*	49.42
Class B	48.51
Class C	45.94

Additional \$2.50 per hour for All Employees who work a single irregular work shift starting from 5:00 PM to 1:00 AM that is mandated by the Contracting Agency.

Additional \$2.50 per hr. for hazardous waste removal work on State and/or Federally designated waste site which require employees to wear Level C or above forms of personal protection.

(\*) Premiums for CRANES is based upon Class A rates with the following premiums:

- Additional \$4.00 per hr for Tower Cranes, including self erecting.
- Additional \$3.00 per hr for Lattice Boom Cranes and all other cranes with a manufacturers rating of fifty (50) tons and over.
- Additional \$2.00 per hr for all Hydraulic Cranes and Derricks with a manufacturer's rating of 49 ton and below, including boom trucks.

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

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

**SUPPLEMENTAL BENEFITS**

Per hour

Journey person	\$ 30.75
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## OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

## HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: If the holiday falls on Sunday, it will be celebrated on Monday. If the Holiday falls on a Saturday employer can choose to celebrate Saturday or give Friday off with pay.

## REGISTERED APPRENTICES

Wages per hour

1000 hours terms at the following percentage of Journeyperson's wage Class B

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

Supplemental Benefits per hour worked

All Terms \$ 26.15

1-158H/H Alb

## Operating Engineer - Heavy&Highway

10/01/2022

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

**DISTRICT** 9

### ENTIRE COUNTIES

Putnam, Westchester

### PARTIAL COUNTIES

Dutchess: South of the North city line of Poughkeepsie

### WAGES

Party Chief - One who directs a survey party

Instrument Man - One who runs the instrument and assists Party Chief

Rodman - One who holds the rod and in general, assists the Survey Crew

Categories cover GPS & Underground Surveying

Per Hour: 07/01/2022

Party Chief \$ 81.72

Instrument Man 61.43

Rodman 52.40

### SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2022

All Categories

Straight Time: \$ 25.25\* plus \$7.15

Premium:

Time & 1/2 \$ 37.88\* plus \$7.15

Double Time

\$ 50.50\* plus \$7.15

Non-Worked Holiday Supplemental Benefits:

\$ 16.45

## OVERTIME PAY

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

\* Doubletime paid on all hours in excess of 8 hours on Saturday

## HOLIDAY

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

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

9-15Dh

## Operating Engineer - Heavy&Highway - Tunnel

10/01/2022

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

**DISTRICT** 8

### ENTIRE COUNTIES

Putnam, Westchester

### PARTIAL COUNTIES

Dutchess: All the counties of Westchester and Putnam and the southern part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner Road to Bower Road, then east along Bower Road to Route 44 and along Route 44 east to Route 343, then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

## WAGES

GROUP I: Boom Truck, Cherry Picker, Clamshell, Crane(Crawler, Truck), Dragline, Drill Rig Casa Grande(Cat or Similar), Floating Crane(Crane on Barge-Under 100 Tons), Hoist Engineer(Concrete/Crane-Derrick-Mine Hoist), Knuckle Boom Crane, Rough Terrain Crane.

GROUP I-A: Auger(Truck or Truck Mounted), Boat Captain, Bull Dozer-all sizes, Central Mix Plant Operator, Chipper-all types, Close Circuit T.V., Combination Loader/Backhoe, Compactor with Blade, Concrete Finishing Machine, Gradall, Grader(Motor Grader), Elevator & Cage(Materials or Passengers), Excavator(and all attachments), Front End Loaders(1 1/2 yards and over), High Lift Lull, Hoist(Single, Double, Triple Drum), Hoist Portable Mobile Unit, Hoist Engineer(Material), Jack and Bore Machine, Log Skidder, Milling Machine, Moveable Concrete Barrier Transfer & Transport Vehicle, Mucking Machines. Overhead Crane, Paver(Concrete), Post Pounder of any type, Push Cats, Road Reclaimer, Robot Hammer(Brokk or similar), Robotic Equipment(Scope of Engineer Schedule), Ross Carrier and similar machines, Scrapers(20 yards struck and over), Side Boom, Slip Form Machine, Spreader(Asphalt), Trenching Machines, Telephies-Vermeer Concrete Saw, Tractor type demolition equipment, Vacuum Truck, Vibratory Roller (Riding) used in mainline paving operations.

GROUP I-B: Asphalt Mobile Conveyor/Transfer Machine, Road Paver(Asphalt).

GROUP II-A: Ballast Regulators, Compactor(Self-propelled), Fusion Machine, Rail Anchor Machines, Roller(4 ton and over), Scrapers(20 yard struck and under).

GROUP II-B: Mechanic(outside)all types, Shop Mechanic.

GROUP III: Air Tractor Drill, Asphalt Plant, Batch Plant, Boiler(High Pressure), Concrete Breaker(Track or Rubber Tire), Concrete Pump, Concrete Spreader, Excavator Drill, Farm Tractor, Forklift(all types of power), Gas Tapping(Live), Hydroseeder, Loader(1 1/2 yards and under), Locomotive(all sizes), Machine Pulling Sheeps Foot Roller, Portable Asphalt Plant, Portable Batch Plant, Portable Crusher(Apprentice), Powerhouse Plant, Roller(under 4 ton), Sheer Excavator, Skidsteer/Bobcat, Stone Crusher, Sweeper(with seat), Well Drilling Machine.

GROUP IV-A: Service Person(Grease Truck), Deckhand.

GROUP IV-B: Conveyor Belt Machine(Truck Mounted), Heater(all types), Lighting Unit(Portable), Maintenance Engineer(for Crane only), Mechanics Helper, Pump(Fireproofing), Pumps-Pump Station/Water/Sewer/Gypsum/Plaster, etc., Pump Truck(Sewer Jet or similar), Welding Machine(Steel Erection), Welders Helper.

GROUP V-A: Engineer(all Tower Cranes, all Climbing Cranes & all Cranes of 100 ton capacity or greater),Hoist Engineer(Steel-Sub Structure), Engineer-Pile Driver, Jersey-Spreader, Pavement breaker, Post Hole Digger

WAGES: (per hour)

	07/01/2022	03/06/2023	03/04/2024
GROUP I	\$ 65.97	\$ 67.27	\$ 68.63
GROUP I-A	58.16	59.26	60.42
GROUP I-B	61.28	62.46	63.70
GROUP II-A	55.70	56.74	57.84
GROUP II-B	57.44	58.52	59.67
GROUP III	54.72	55.74	56.81
GROUP IV-A	49.74	50.63	51.57
GROUP IV-B	42.71	43.43	44.19
GROUP V-A			
Engineer-Cranes	74.73	76.24	77.82
Engineer-Pile Driver	72.16	73.61	75.13
Hoist Engineer	67.67	69.01	70.41
Jersey Spreader/Post Hole Digger	56.99	58.06	59.19

## SHIFT DIFFERENTIAL:

A 15% premium on all hours paid, including overtime hours for 2nd, 3rd shifts on all government mandated off-shift work

An additional 20% to wage when required to wear protective equipment on hazardous/toxic waste projects. Operators required to use two buckets pouring concrete on other than road pavement shall receive \$0.50 per hour over scale. Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional \$2.00 per hour. Engineers operating cranes with booms 149 feet or over in length will be paid an additional \$3.00 per hour. Operators of shovels with a capacity over (4) cubic yards shall be paid an additional \$1.00 per hour. Operators of loaders with a capacity over (5) cubic yards shall be paid an additional \$0.50 per hour.

## SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker:

\$ 32.60 up to 40 hours After 40 hours \$23.40 plus \$1.20 on all hours worked	\$ 33.75 up to 40 hours After 40 hours \$24.50 plus \$1.25 on all hours worked	\$ 34.85 up to 40 hours After 40 hours \$25.55 plus \$1.25 on all hours worked
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## OVERTIME PAY

See (D, O, \*U, V) on OVERTIME PAGE

## HOLIDAY

Paid: See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE

\* Note: For Holiday codes 5 & 6, code U applies. For Holiday codes 8, 15, 25, 26, code R applies.

Note: If employees are required to work on Easter Sunday, they shall be paid at the rate of triple time.

## REGISTERED APPRENTICES

(1)year terms at the following rates:

1st term	\$ 29.08	\$ 29.63	\$ 30.21
2nd term	34.90	35.56	36.25
3rd term	40.71	41.48	42.30
4th term	46.53	47.41	48.34

Supplemental Benefits per hour:

All terms	\$ 24.55	\$ 25.70	\$ 26.85
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8-137Tun

## Operating Engineer - Marine Dredging

10/01/2022

**JOB DESCRIPTION** Operating Engineer - Marine Dredging

**DISTRICT** 4

## ENTIRE COUNTIES

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

## WAGES

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

Per Hour:	07/01/2022	10/01/2022
CLASS A1 Deck Captain, Leverman Mechanical Dredge Operator Licensed Tug Operator 1000HP or more.	\$ 42.66	\$ 43.94
CLASS A2 Crane Operator (360 swing)	38.02	39.16
CLASS B Dozer, Front Loader Operator on Land	To conform to Operating Engineer Prevailing Wage in locality where work is being performed including benefits.	
CLASS B1 Derrick Operator (180 swing) Spider/Spill Barge Operator Operator II, Fill Placer, Engineer, Chief Mate, Electrician, Chief Welder, Maintenance Engineer Licensed Boat, Crew Boat Operator	36.89	38.00
CLASS B2 Certified Welder	34.73	35.77



CLASS C1 Drag Barge Operator, Steward, Mate, Assistant Fill Placer	33.78	34.79
CLASS C2 Boat Operator	32.69	33.67
CLASS D Shoreman, Deckhand, Oiler, Rodman, Scowman, Cook, Messman, Porter/Janitor	27.16	27.97

## SUPPLEMENTAL BENEFITS

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes A & B	\$ 11.40 plus 6% of straight time wage, Overtime hours add \$ 0.63	\$ 11.85 plus 6% of straight time wage, Overtime hours add \$ 0.63
All Class C	\$ 11.10 plus 6% of straight time wage, Overtime hours add \$ 0.48	\$ 11.60 plus 6% of straight time wage, Overtime hours add \$ 0.50
All Class D	\$ 10.80 plus 6% of straight time wage, Overtime hours add \$ 0.33	\$ 11.35 plus 6% of straight time wage, Overtime hours add \$ 0.38

## OVERTIME PAY

See (B2, F, R) on OVERTIME PAGE

## HOLIDAY

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

4-25a-MarDredge

## Operating Engineer - Survey Crew

10/01/2022

**JOB DESCRIPTION** Operating Engineer - Survey Crew

**DISTRICT** 12

## ENTIRE COUNTIES

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

## PARTIAL COUNTIES

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

Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

## WAGES

These rates apply to Building, Tunnel and Heavy Highway.

Per hour:

SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.

Instrument Person - One who operates the surveying instruments.

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

07/01/2022

Party Chief	\$ 47.37
Instrument Person	43.51
Rod Person	32.26

Additional \$3.00/hr. for Tunnel Work

Additional \$2.50/hr. for Hazardous Work Site

### SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 28.05

### OVERTIME PAY

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

\*Note: \$24.10/Hr. Only for "ALL" premium hours paid when worked.

### HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

### REGISTERED APPRENTICES

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

07/01/2022

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

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 19.83 / PHP \$17.03
1001-2000	22.85 / " 19.45
2001-3000	25.88 / " 21.93

NOTE: PHP is premium hours paid when worked.

12-158-545 D.H.H.

## Operating Engineer - Survey Crew - Consulting Engineer

10/01/2022

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

**DISTRICT** 12

### ENTIRE COUNTIES

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

### PARTIAL COUNTIES

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

Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

### 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.

Instrument Person - One who operates the surveying instruments.

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

07/01/2022

Party Chief	\$ 47.37
Instrument Person	43.51
Rod Person	32.26

Additional \$3.00/hr. for Tunnel Work.

Additional \$2.50/hr. for EPA or DEC certified toxic or hazardous waste work.

### SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 28.05

### OVERTIME PAY

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

\*Note: \$24.10/Hr. Only for "ALL" premium hours paid when worked.

## 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 Rod Persons Wage:

07/01/2022

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

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 19.83 / PHP \$17.03
1001-2000	\$ 22.85 / " 19.45
2001-3000	\$ 25.88 / " 21.93

NOTE: PHP is premium hours paid when worked.

12-158-545 DCE

## Operating Engineer - Survey Crew - Consulting Engineer

10/01/2022

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

**DISTRICT** 9

### ENTIRE COUNTIES

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

### PARTIAL COUNTIES

Dutchess: That part in Dutchess County lying South of the North City line of Poughkeepsie.

### WAGES

Feasibility and preliminary design surveying, any line and grade surveying for inspection or supervision of construction.

Per hour: 07/01/2022  
Survey Classifications

Party Chief	\$ 46.44
Instrument Man	38.60
Rodman	33.64

### SUPPLEMENTAL BENEFITS

Per Hour:

All Crew Members: \$ 21.60

### OVERTIME PAY

OVERTIME:.... See ( B, E\*, Q, V ) ON OVERTIME PAGE.

\*Doubletime paid on the 9th hour on Saturday.

## HOLIDAY

Paid: See (5, 6, 7, 11, 16) on HOLIDAY PAGE  
Overtime: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

9-15dconsult

## Operating Engineer - Tunnel

10/01/2022

**JOB DESCRIPTION** Operating Engineer - Tunnel

**DISTRICT** 7

### ENTIRE COUNTIES

Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuylar, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

### PARTIAL COUNTIES

Dutchess: Northern part of Dutchess, to the northern boundary line of the City of Poughkeepsie, then due east to Route 115 to Bedell Road, then east along Bedell Road to VanWagner Road, then north along VanWagner Road to Bower Road, then east along Bower Road to Rte. 44 east to Rte. 343, then along Rte. 343 east to the northern boundary of the Town of Dover Plains and east along the northern boundary of the Town of Dover Plains, to the borderline of the State of Connecticut.

Genesee: Only that portion of the county that lies east of a line drawn down the center of Route 98 and the entirety of the City of Batavia.

### WAGES

CLASS A: Automatic Concrete Spreader (CMI Type); Automatic Fine Grader; Backhoe (except tractor mounted, rubber tired); Belt Placer (CMI Type); Blacktop Plant (automated); Cableway; Caisson Auger; Central Mix Concrete Plant (automated); Concrete Curb Machine (self-propelled slipform); Concrete Pump (8" or over); Dredge; Dual Drum Paver; Excavator; Front End Loader (4 cu. yd & over); Gradall; Head Tower (Sauerman or Equal); Hoist (shaft); Hoist (two or three Drum); Log Chipper/Loader (self-feeder); Maintenance Engineer (shaft and tunnel); any Mechanical Shaft Drill; Mine Hoist; Mining Machine(Mole and similar types); Mucking Machine or Mole; Overhead Crane (Gantry or Straddle Type); Pile Driver; Power Grader; Remote Controlled Mole or Tunnel Machine; Scraper; Shovel; Side Boom; Slip Form Paver (If a second man is needed, they shall be an Oiler); Tripper/Maintenance Engineer (shaft & tunnel); Tractor Drawn Belt-Type Loader; Tug Operator (manned rented equipment excluded); Tunnel Shovel

CLASS B: Automated Central Mix Concrete Plant; Backhoe (topside); Backhoe (track mounted, rubber tired); Backhoe (topside); Bituminous Spreader and Mixer, Blacktop Plant (non-automated); Blast or Rotary Drill (truck or tractor mounted); Boring Machine; Cage Hoist; Central Mix Plant(non-automated); all Concrete Batching Plants; Compressors (4 or less exceeding 2,000 c.f.m. combined capacity); Concrete Pump; Crusher; Diesel Power Unit; Drill Rigs (tractor mounted); Front End Loader (under 4 cu. yd.); Grayco Epoxy Machine; Hoist (One Drum); Hoist (2 or 3 drum topside); Knuckle Boom material handler; Kolman Plant Loader & similar type Loaders (if employer requires another person to clean the screen or to maintain the equipment, they shall be an Oiler); L.C.M. Work Boat Operator; Locomotive; Maintenance Engineer (topside); Maintenance Grease Man; Mixer (for stabilized base-self propelled); Monorail Machine; Plant Engineer; Personnel Hoist; Pump Crete; Ready Mix Concrete Plant; Refrigeration Equipment (for soil stabilization); Road Widener; Roller (all above sub-grade); Sea Mule; Shotcrete Machine; Shovel (topside); Tractor with Dozer and/or Pusher; Trencher; Tugger Hoist; Tunnel Locomotive; Vacuum Machine (mounted or towed); Welder; Winch; Winch Cat

CLASS C: A Frame Truck; All Terrain Telescoping Material Handler; Ballast Regulator (ride-on); Compressors (4 not to exceed 2,000 c.f.m. combined capacity; or 3 or less with more than 1200 c.f.m. but not to exceed 2,000 c.f.m.); Compressors ((any size, but subject to other provisions for compressors), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (4 or any type combination)); Concrete Pavement Spreaders and Finishers; Conveyor; Drill (core); Drill (well); Electric Pump used in conjunction with Well Point System; Farm Tractor with Accessories; Fine Grade Machine; Fork Lift; Grout Pump (over 5 cu. ft.); Gunite Machine; Hammers (hydraulic-self-propelled); Hydra-Spiker (ride-on); Hydra-Blaster (water); Hydro-Blaster; Motorized Form Carrier; Post Hole Digger and Post Driver; Power Sweeper; Roller grade & fill); Scarifer (ride-on); Span-Saw (ride-on); Submersible Electric Pump (when used in lieu of well points); Tamper (ride-on); Tie-Extractor (ride-on), Tie Handler (ride-on), Tie Inserter (ride-on), Tie Spacer (ride-on); Track Liner (ride-on); Tractor with towed accessories; Vibratory Compactor; Vibro Tamp, Well Point

CLASS D: Aggregate Plant; Cement & Bin Operator; Compressors (3 or less not to exceed 1,200 c.f.m. combined capacity); Compressors ((any size, but subject to other provisions for compressors), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (3 or less or any type or combination)); Concrete Saw (self-propelled); Form Tamper; Greaseman; Hydraulic Pump (jacking system); Junior Engineer; Light Plants; Mulching Machine; Oiler; Parapet Concrete or Pavement Grinder; Power Broom (towed); Power Heaterman (when used for production); Revinius Widener; Shell Winder; Steam Cleaner; Tractor

Per hour: 07/01/2022

Master Mechanic	\$ 52.60
CLASS A	50.19
CLASS B	48.97
CLASS C	46.18
CLASS D	43.17

Additional \$5.00 per hour for Hazardous Waste Work on a state or federally designated hazardous waste site where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection. Fringe benefits will be paid at the hourly wage premium.

#### CRANES:

Crane 1: All cranes, including self-erecting to be paid \$4.00 per hour over the Class A rate.

Crane 2: All Lattice Boom Cranes and all cranes with a manufacturer's rating of fifty (50) ton and over to be paid \$3.00 per hour over Class A rate.

Crane 3: All hydraulic cranes and derricks with a manufacturer's rating of forty nine (49) ton and below, including boom trucks, to be paid \$2.00 per hour over Class A rate.

Crane 1	\$ 54.19
Crane 2	53.19
Crane 3	52.19

#### SUPPLEMENTAL BENEFITS

Per hour:	\$ 23.70
	+ 9.35*

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

#### OVERTIME PAY

See (B, B2, E, Q, X) on OVERTIME PAGE

## HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE  
Overtime: See (5, 6) on HOLIDAY PAGE  
If a holiday falls on Sunday, it shall be observed on Monday.

## REGISTERED APPRENTICES

WAGES:(1000) hours terms at the following percentage of Journeyman's Class B wage.

1st term	60%
2nd term	65%
3rd term	70%
4th term	75%

SUPPLEMENTAL BENEFITS per hour: Same as Journeyman

7-158-832TL.

## Painter

10/01/2022

## JOB DESCRIPTION Painter

DISTRICT 1

## ENTIRE COUNTIES

Columbia, Dutchess, Greene, Orange, Sullivan, Ulster

## WAGES

Per hour  
07/01/2022

Brush/Paper Hanger	\$ 37.09
Dry Wall Finisher	37.09
Lead Abatement	37.09
Sandblaster-Painter	37.09
Spray Rate	38.09

See Bridge Painting rates for the following work:

Structural Steel , all work performed on tanks, ALL BRIDGES, towers, smoke stacks, flag poles. Rate shall apply to all of said areas from the ground up.

## SUPPLEMENTAL BENEFITS

Per hour  
Journeyman \$ 25.29

## OVERTIME PAY

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

THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SHIFT(S) OR SINGULAR IRREGULAR SHIFT OF AT LEAST A FIVE (5) DAY DURATION (MONDAY THROUGH FRIDAY), WHEN THE SHIFT STARTS BETWEEN THE HOURS LISTED BELOW:

4:00 PM to 6:30 AM REGULAR RATE PLUS 15%\*\*

OVERTIME ON MULTIPLE SHIFT WORK AND SINGULAR IRREGULAR SHIFT THE SHIFT RATE IS THE BASE RATE

\*\*SHIFT RATE STOPS AFTER 6:30AM

## HOLIDAY

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

## REGISTERED APPRENTICES

Wages per hour

Six (6) month terms at the following percentage of Journeyman's wage

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

Supplemental Benefits per hour worked

1st term	\$ 10.99
All others	25.29

**Painter - Bridge & Structural Steel**

**10/01/2022**

**JOB DESCRIPTION** Painter - Bridge & Structural Steel

**DISTRICT 8**

**ENTIRE COUNTIES**

Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

**WAGES**

Per Hour:

STEEL:

Bridge Painting:	07/01/2022	10/01/2022
	\$ 53.00	\$ 54.50
	+ 9.63*	+ 10.10*

ADDITIONAL \$6.00 per hour for POWER TOOL/SPRAY, whether straight time or overtime.

NOTE: All premium wages are to be calculated on base rate per hour only.

\* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).

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

**SHIFT WORK:**

When directly specified in public agency or authority contract documents for an employer to work a second shift and works the second shift with employees other than from the first shift, all employees who work the second shift will be paid 10% of the base wage shift differential in lieu of overtime for the first eight (8) hours worked after which the employees shall be paid at time and one half of the regular wage rate. When a single irregular work shift is mandated in the job specifications or by the contracting agency, wages shall be paid at time and one half for single shifts between the hours of 3pm-11pm or 11pm-7am.

**SUPPLEMENTAL BENEFITS**

Per Hour:

Journeyworker:	\$ 10.90	\$ 11.78
	+ 30.60*	+ 30.75*

\* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).

**OVERTIME PAY**

See (B, F, R) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (4, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wage - Per hour:

Apprentices: (1) year terms

1st year	\$ 21.20 + 3.86	\$ 21.80 + 4.04
2nd year	\$ 31.80 + 5.78	\$ 32.70 + 6.06
3rd year	\$ 42.40 + 7.70	\$ 43.60 + 8.08
Supplemental Benefits - Per hour:		
1st year	\$ .25 + 12.24	\$ .25 + 12.34
2nd year	\$ 10.90	\$ 10.90

	+ 18.36	+ 18.51
3rd year	\$ 10.90	\$ 10.90
	+ 24.48	+ 24.68

NOTE: All premium wages are to be calculated on base rate per hour only.

8-DC-9/806/155-BrSS

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**Painter - Line Striping****10/01/2022**

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**JOB DESCRIPTION** Painter - Line Striping**DISTRICT 8****ENTIRE COUNTIES**

Albany, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Nassau, Orange, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

**WAGES**

Per hour:

Painter (Striping-Highway):	07/01/2022
Striping-Machine Operator*	\$ 31.53
Linerman Thermoplastic	38.34

Note: \* Includes but is not limited to: Positioning of cones and directing of traffic using hand held devices. Excludes the Driver/Operator of equipment used in the maintenance and protection of traffic safety.

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

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

**SUPPLEMENTAL BENEFITS**

Per hour paid:

Journeyworker:	
Striping Machine Operator:	\$ 10.03
Linerman Thermoplastic:	10.03

**OVERTIME PAY**

See (B, B2, E2, F, S) on OVERTIME PAGE

**HOLIDAY**

Paid:	See (5, 20) on HOLIDAY PAGE
Overtime:	See (5, 20) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

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

1st Term:	\$ 15.00
2nd Term:	18.92
3rd Term:	25.22

Supplemental Benefits per hour:

1st term:	\$ 9.16
2nd Term:	10.03
3rd Term:	10.03

8-1456-LS

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**Painter - Metal Polisher****10/01/2022**

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**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**

	07/01/2022
Metal Polisher	\$ 37.78

Metal Polisher*	38.80
Metal Polisher**	41.78

\*Note: Applies on New Construction & complete renovation

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

#### SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2022

Journeyworker:

All classification \$ 11.24

#### OVERTIME PAY

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

#### HOLIDAY

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

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

#### REGISTERED APPRENTICES

Wages per hour:

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

07/01/2022

1st year	\$ 16.00
2nd year	17.00
3rd year	18.00

1st year*	\$ 16.39
2nd year*	17.44
3rd year*	18.54

1st year**	\$ 18.50
2nd year**	19.50
3rd year**	20.50

\*Note: Applies on New Construction & complete renovation

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

Supplemental benefits:

Per hour:

1st year	\$ 7.99
2nd year	7.99
3rd year	7.99

8-8A/28A-MP

#### Plumber

10/01/2022

**JOB DESCRIPTION** Plumber

**DISTRICT** 8

#### ENTIRE COUNTIES

Dutchess

#### PARTIAL COUNTIES

Delaware: Only the Townships of Middletown and Roxbury.

Ulster: Entire county (including Walkill and Shawangunk Prisons in Town of Shawangunk) EXCEPT for remainder of Town of Shawangunk, and Towns of Plattekill, Marlboro, and Wawarsing.

#### WAGES

Per hour: 07/01/2022

Plumber & Steamfitter	\$ 54.83
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SHIFT WORK:

When directly specified in public agency or authority contract documents, shift work outside the regular hours of work shall be comprised of eight (8) hours per shift not including Saturday, Sundays and holidays. One half (1/2) hour shall be allowed for lunch after the first four (4) hours of each shift. Wage and Fringes for shift work shall be straight time plus a shift premium of twenty-five (25%) percent. A minimum of five days Monday through Friday must be worked to establish shift work.

#### SUPPLEMENTAL BENEFITS

Per hour:



Journeyworker: \$ 40.98

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

**REGISTERED APPRENTICES**

(1)year terms at the following rates:

07/01/2022

1st year	\$ 20.90
2nd year	28.91
3rd year	33.54
4th year	40.25
5th year	46.38

Supplemental Benefits per hour:

1st year	\$ 17.38
2nd year	22.21
3rd year	25.79
4th year	29.79
5th year	32.83

8-21.2-SF

**Plumber - HVAC / Service**

**10/01/2022**

**JOB DESCRIPTION** Plumber - HVAC / Service

**DISTRICT** 8

**ENTIRE COUNTIES**

Dutchess, Putnam, Westchester

**PARTIAL COUNTIES**

Delaware: Only the townships of Middletown and Roxbury

Ulster: Entire County(including Walkill and Shawangunk Prisons) except for remainder of Town of Shawangunk and Towns of Plattekill, Marlboro, and Wawarsing.

**WAGES**

Per hour: 07/01/2022

HVAC Service \$ 41.68  
+ \$ 4.32\*

\*Note: This portion of wage is not subject to overtime premium.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker HVAC Service  
\$ 27.79

**OVERTIME PAY**

See (B, F, R) on OVERTIME PAGE

**HOLIDAY**

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

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

**REGISTERED APPRENTICES**

HVAC SERVICE

(1)year terms at the following wages:

1st yr.	2nd yr.	3rd yr.	4th yr.	5th yr.
\$ 18.87	\$ 22.36	\$ 27.91	\$ 34.33	\$ 37.25
+\$2.37*	+\$2.67*	+\$3.22*	+\$3.84*	+\$4.07*

\*Note: This portion of wage is not subject to overtime premium.

Supplemental Benefits per hour:

Apprentices	07/01/2022
1st term	\$ 20.30
2nd term	21.62
3rd term	23.07
4th term	25.05
5th term	26.47

8-21.1&2-SF/Re/AC

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**Plumber - Jobbing & Alterations****10/01/2022**

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**JOB DESCRIPTION** Plumber - Jobbing & Alterations**DISTRICT** 8**ENTIRE COUNTIES**

Dutchess, Putnam, Westchester

**PARTIAL COUNTIES**

Ulster: Entire county (including Wallkill and Shawangunk Prisons in Town of Shawangunk) EXCEPT for remainder of Town of Shawangunk, and Towns of Plattekill, Marlboro, and Wawarsing.

**WAGES**

Per hour:	07/01/2022
Journeyworker:	\$ 46.79

Repairs, replacements and alteration work is any repair or replacement of a present plumbing system that does not change existing roughing or water supply lines.

**SHIFT WORK:**

When directly specified in public agency or authority contract documents, shift work outside the regular hours of work shall be comprised of eight (8) hours per shift not including Saturday, Sundays and holidays. One half (1/2) hour shall be allowed for lunch after the first four (4) hours of each shift. Wage and Fringes for shift work shall be straight time plus a shift premium of twenty-five (25%) percent. A minimum of five days Monday through Friday must be worked to establish shift work.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker	\$ 33.56
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**OVERTIME PAY**

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

\*When used as a make-up day, hours after 8 on Saturday shall be paid at time and one half.

**HOLIDAY**

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (5, 6, 8, 16, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

(1) year terms at the following wages:

1st year	\$ 20.25
2nd year	22.48
3rd year	24.40
4th year	34.25
5th year	36.19

Supplemental Benefits per hour:

1st year	\$ 10.98
2nd year	12.92
3rd year	16.89
4th year	22.82
5th year	24.77

8-21.3-J&A

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**Roofer****10/01/2022**

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**JOB DESCRIPTION** Roofer**DISTRICT** 9**ENTIRE COUNTIES**

Bronx, Dutchess, Kings, New York, Orange, Putnam, Queens, Richmond, Rockland, Sullivan, Ulster, Westchester

**WAGES**

Per Hour:	07/01/2022	05/01/2023
Roofer/Waterproofer	\$ 45.25	Additional \$ 2.00
	+ \$7.00*	

\* This portion is not subjected to overtime premiums.

Note: Abatement/Removal of Asbestos containing roofs and roofing material is classified as Roofer.

#### SUPPLEMENTAL BENEFITS

Per Hour: \$ 30.62

#### OVERTIME PAY

See (B, H) on OVERTIME PAGE

Note: An observed holiday that falls on a Sunday will be observed the following Monday.

#### HOLIDAY

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

#### REGISTERED APPRENTICES

( 1 ) year term

1st	2nd	3rd	4th
\$ 15.84	\$ 22.63	\$ 27.15	\$ 33.94
	+ 3.50*	+ 4.20*	+ 5.26*

Supplements:

1st	2nd	3rd	4th
\$ 3.88	\$ 15.48	\$ 18.50	\$ 23.04

\* This portion is not subjected to overtime premiums.

9-8R

#### Sheetmetal Worker

10/01/2022

**JOB DESCRIPTION** Sheetmetal Worker

**DISTRICT** 8

#### ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

#### WAGES

	07/01/2022
SheetMetal Worker	\$ 45.25
	+ 3.52*

\*This portion is not subject to overtime premiums.

#### SHIFT WORK

For all NYS D.O.T. and other Governmental mandated off-shift work:  
10% increase for additional shifts for a minimum of five (5) days

#### SUPPLEMENTAL BENEFITS

Journeyworker \$ 45.20

#### OVERTIME PAY

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

#### HOLIDAY

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (5, 6, 8, 15, 16, 23) on HOLIDAY PAGE

#### REGISTERED APPRENTICES

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 16.79	\$ 18.88	\$ 21.00	\$ 23.08	\$ 25.20	\$ 27.30	\$ 29.89	\$ 32.43
+ 1.41*	+ 1.58*	+ 1.76*	+ 1.94*	+ 2.11*	+ 2.29*	+ 2.46*	+ 2.64*

\*This portion is not subject to overtime premiums.

Supplemental Benefits per hour:

Apprentices

1st term	\$ 19.37
2nd term	21.81
3rd term	24.21
4th term	26.65
5th term	29.06

6th term	31.48
7th term	33.42
8th term	35.40

8-38

## Sprinkler Fitter

10/01/2022

**JOB DESCRIPTION** Sprinkler Fitter

**DISTRICT** 1

### ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

### WAGES

Per hour 07/01/2022

Sprinkler \$ 48.98  
Fitter

### SUPPLEMENTAL BENEFITS

Per hour

Journey person \$ 29.13

### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

### REGISTERED APPRENTICES

Wages per hour

One Half Year terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 23.70	\$ 26.34	\$ 28.72	\$ 31.35	\$ 33.99	\$ 36.62	\$ 39.25	\$ 41.89	\$ 44.52	\$ 47.15

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 8.37	\$ 8.37	\$ 19.76	\$ 19.76	\$ 20.01	\$ 20.01	\$ 20.01	\$ 20.01	\$ 20.01	\$ 20.01
									1-669.2

## Teamster - Building / Heavy&Highway

10/01/2022

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

**DISTRICT** 11

### ENTIRE COUNTIES

Dutchess, Orange, Rockland, Sullivan, Ulster

### WAGES

GROUP 1: LeTourneau Tractors, Double Barrel Euclids, Athney Wagons and similar equipment (except when hooked to scrapers), I-Beam and Pole Trailers, Tire Trucks, Tractor and Trailers with 5 axles and over, Articulated Back Dumps and Road Oil Distributors, Articulated Water Trucks and Fuel Trucks/Trailers, positions requiring a HAZMAT CDL endorsement.

GROUP 1A: Drivers on detachable Gooseneck Low Bed Trailers rated over 35 tons.

GROUP 2: All equipment 25 yards and up to and including 30 yard bodies and cable Dump Trailers and Powder and Dynamite Trucks.

GROUP 3: All Equipment up to and including 24-yard bodies, Mixer Trucks, Dump Crete Trucks and similar types of equipment, Fuel Trucks, Batch Trucks and all other Tractor Trailers, Hi-Rail Truck.

GROUP 4: Tri-Axles, Ten Wheelers, Grease Trucks, Tillerman, Pattern Trucks, Attenuator Trucks, Water Trucks, Bus.

GROUP 5: Straight Trucks.

GROUP 6: Pick-up Trucks for hauling materials and parts, and Escort Man over-the-road.

WAGES: (per hour) 07/01/2022 05/01/2023

GROUP 1	\$ 34.28	\$ 34.58
GROUP 1A	35.42	35.72
GROUP 2	33.72	34.02
GROUP 3	33.50	33.80
GROUP 4	33.39	33.69
GROUP 5	33.27	33.57
GROUP 6	33.27	33.57

**NOTE ADDITIONAL PREMIUMS:**

- On projects requiring an irregular shift a premium of 10% will be paid on wages. The premium will be paid for off-shift or irregular shift work when mandated by Governmental Agency.
- Employees engaged in hazardous/toxic waste removal, on a State or Federally designated hazardous/toxic waste site, where the employee comes in contact with hazardous/toxic waste material and when personal protective equipment is required for respiratory, skin, or eye protection, the employee shall receive an additional 20% premium above the hourly wage.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.  
NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

**SUPPLEMENTAL BENEFITS**

Per hour:

First 40 hours	\$ 42.16	\$ 44.59
Over 40 hours	34.76	36.99

**OVERTIME PAY**

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

\*Holidays worked Monday through Friday receive Double Time (2x) after 8 hours.

\*\*Makeup day limited to the employees who were working on the site that week.

\*\*\*Sunday Holidays are paid at a rate of double time and one half (2.5x) for all hours worked.

**HOLIDAY**

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

Overtime: See (\*1) on HOLIDAY PAGE

- Any employee working two (2) days in any calendar week during which a holiday occurs shall receive a days pay for each holiday occurring during said week. This provision shall also apply if a holiday falls on a Saturday or Sunday.

\*See OVERTIME PAY section for when additional premium is applicable on Holiday hours worked.

11-445B/HH

**Teamster - Delivery - Building / Heavy&Highway**

**10/01/2022**

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

**DISTRICT** 11

**ENTIRE COUNTIES**

Dutchess, Orange, Rockland, Sullivan, Ulster

**WAGES**

Group 1	Tractor Trailer Drivers
Group 2	Tri- Axle
Group 3	Senior Teamster

Wages:	07/01/2022	05/01/2023
Group 1	\$ 33.20	\$ 33.70
Group 2	29.20	29.70
Group 3	34.20	34.70

Hazardous/Toxic Waste Removal additional 20% when personal protective equipment is required

**SUPPLEMENTAL BENEFITS**

Per hour paid:

First 40 hours	\$ 31.50	\$ 32.30
Over 40 hours	0.00	0.00

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (5, 13, 15, 16, 20, 22, 25, 26) on HOLIDAY PAGE

Overtime: See (5, 13, 15, 16, 20, 22, 25, 26) on HOLIDAY PAGE

- Employee must work either the scheduled day of work before or the scheduled day of work after the holiday in the workweek.

- Any employee working one (1) day in the calendar week during which a holiday occurs shall receive a day's pay for each holiday occurring during said week. This provision shall also apply if a holiday falls on a Saturday.

- When any of the recognized holidays occur on Sunday and are celebrated any day before or after the holiday Sunday, such days shall be considered as the holiday and paid for as such.

11-445 B/HH Delivery

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**Welder****10/01/2022**

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**JOB DESCRIPTION** Welder**DISTRICT 1****ENTIRE COUNTIES**

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

**WAGES**

Per hour 07/01/2022

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

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

**OVERTIME PAY****HOLIDAY**

1-As Per Trade

## Overtime Codes

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

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

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

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



## Holiday Codes

### PAID Holidays:

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

### OVERTIME Holiday Pay:

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

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

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

( 29 )      Juneteenth



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

**REQUEST FOR WAGE AND SUPPLEMENT INFORMATION**

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

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

**This Form Must Be Typed**

Submitted By:

(Check Only One)

☐

Contracting Agency

☐

Architect or Engineering Firm

☐

Public Work District Office

Date:

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

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

Telephone: ( )

Fax: ( )

E-Mail:

2. NY State Units (see Item 5)

☐ 01 DOT

☐ 02 OGS

☐ 03 Dormitory Authority

☐ 04 State University  
Construction Fund

☐ 05 Mental Hygiene  
Facilities Corp.

☐ 06 OTHER N.Y. STATE UNIT

☐ 07 City

☐ 08 Local School District

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

☐ 10 Village

☐ 11 Town

☐ 12 County

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

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

Telephone:( )

Fax: ( )

E-Mail:

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

☐ New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR  
THIS PROJECT :

OFFICE USE ONLY

**B. PROJECT PARTICULARS**

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

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

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

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

6. Location of Project:  
Location on Site \_\_\_\_\_

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

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

Town \_\_\_\_\_

County \_\_\_\_\_

7. Nature of Project - Check One:

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

8. OCCUPATION FOR PROJECT :

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

9. Has this project been reviewed for compliance with the Wicks Law involving separate bidding?

YES ☐ NO ☐

10. Name and Title of Requester

Signature





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://applications.labor.ny.gov/EDList/searchPage.do>

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



**NYSDOL Bureau of Public Work Debarment List    10/21/2022**

**Article 8**

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	*****5754	0369 CONTRACTORS, LLC		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL	*****4018	ADIRONDACK BUILDING RESTORATION INC.		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	AG	*****1812	ADVANCED BUILDERS & LAND DEVELOPMENT, INC.		400 OSER AVE #2300HAUPPAUGE NY 11788	09/11/2019	09/11/2024
DOL	DOL	*****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	NYC	*****6775	ADVENTURE MASONRY CORP.		1535 RICHMOND AVENUE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	NYC		AGOSTINHO TOME		405 BARRETTO ST BRONX NY 10474	05/31/2018	05/31/2023
DOL	NYC		AMJED PARVEZ		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL		ANGELO GARCIA		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL		ANGELO TONDO		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL		ANITA SALERNO		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DOL		ANTONIO ESTIVEZ		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	NYC		ARADCO CONSTRUCTION CORP		115-46 132RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL		ARNOLD A. PAOLINI		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC		ARSHAD MEHMOOD		168-42 88TH AVENUE JAMAICA NY 11432	11/20/2019	11/20/2024
DOL	NYC	*****2591	AVI 212 INC.		260 CROPEY AVENUE APT 11GBROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	NYC		AVM CONSTRUCTION CORP		117-72 123RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	NYC		AZIDABEGUM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****8421	B & B DRYWALL, INC		206 WARREN AVE APT 1WHITE PLAINS NY 10603	12/14/2021	12/14/2026
DOL	NYC		BALWINDER SINGH		421 HUDSON ST SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	NYC	*****8416	BEAM CONSTRUCTION, INC.		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	DOL		BERNARD BEGLEY		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	NYC	*****2113	BHW CONTRACTING, INC.		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		BIAGIO CANTISANI			06/12/2018	06/12/2023
DOL	DOL	*****3627	BJB CONSTRUCTION CORP.		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	DOL	*****4512	BOB BRUNO EXCAVATING, INC		5 MORNINGSIDE DR AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		BOGDAN MARKOVSKI		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL		BRADLEY J SCHUKA		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	DOL		BRUCE P. NASH JR.		5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	DOL	*****0225	C&D LAFACE CONSTRUCTION, INC.		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	01/09/2023
DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	*****4083	C.P.D. ENTERPRISES, INC		P.O BOX 281 WALDEN NY 12586	03/03/2020	03/03/2025

**NYSDOL Bureau of Public Work Debarment List 10/21/2022**

**Article 8**

DOL	DOL	*****5161	CALADRI DEVELOPMENT CORP.		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	*****3391	CALI ENTERPRISES, INC.		1223 PARK STREET PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	NYC		CALVIN WALTERS		465 EAST THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL		CANTISANI & ASSOCIATES LTD		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CANTISANI HOLDING LLC			06/12/2018	06/12/2023
DOL	DOL		CARMEN RACHETTA		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	02/03/2025
DOL	DOL		CARMENA RACHETTA		8531 OSWEGO ROAD BALDWINVILLE NY 13027	02/03/2020	01/09/2023
DOL	DOL	*****3812	CARMODY "2" INC			06/12/2018	06/12/2023
DOL	DOL	*****1143	CARMODY BUILDING CORP	CARMODY CONTRACTING AND CARMODY CONTRACTING CORP.	442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY CONCRETE CORPORATION			06/12/2018	06/12/2023
DOL	DOL		CARMODY ENTERPRISES, LTD.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY INC		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****3812	CARMODY INDUSTRIES INC			06/12/2018	06/12/2023
DOL	DOL		CARMODY MAINTENANCE CORPORATION		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY MASONRY CORP		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	AG	*****7247	CENTURY CONCRETE CORP		2375 RAYNOR ST RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	AG		CESAR J. AGUDELO		81-06 34TH AVENUE APT. 6EJACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	DOL	*****0026	CHANTICLEER CONSTRUCTION LLC		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	NYC		CHARLES ZAHRAKKA		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025
DOL	DOL		CHRISTOPHER GRECO		26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL		CHRISTOPHER J MAINI		19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL		CHRISTOPHER PAPASTEFANO A/K/A CHRIS PAPASTEFANO		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	*****1927	CONSTRUCTION PARTS WAREHOUSE, INC.	CPW	5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	DOL	*****3228	CROSS-COUNTY LANDSCAPING AND TREE SERVICE, INC.	ROCKLAND TREE SERVICE	26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL	*****2524	CSI ELECTRICAL & MECHANICAL INC		42-32 235TH ST DOUGLSTON NY 11363	01/14/2019	01/14/2024
DOL	DOL	*****7619	DANCO CONSTRUCTION UNLIMITED INC.		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	NYC		DAVID WEINER		14 NEW DROP LANE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	AG		DEBRA MARTINEZ		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL		DELPHI PAINTING & DECORATING CO INC		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL		DOMENICO LAFACE		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	01/09/2023
DOL	DOL	*****5175	EAGLE MECHANICAL AND GENERAL CONSTRUCTION LLC		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025



**NYSDOL Bureau of Public Work Debarment List    10/21/2022**

**Article 8**

DOL	DOL		EAST COAST PAVING		2238 BAKER RD GILLET PA 16923	03/12/2018	03/12/2023
DOL	AG		EDWIN HUTZLER		23 NORTH HOWELLS RD BELLPORT NY 11713	08/04/2021	08/04/2026
DOL	DA		EDWIN HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	NYC	*****5917	EPOCH ELECTRICAL, INC		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2024
DOL	DOL		FAIGY LOWINGER		11 MOUNTAIN RD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL		FRANK BENEDETTO		19 CATLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL	*****4722	FRANK BENEDETTO AND CHRISTOPHER J MAINI	B & M CONCRETE	19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	NYC		FRANK MAINI		1766 FRONT ST YORKTOWN HEIGHTS NY 10598	01/17/2018	01/17/2023
DOL	DA		FREDERICK HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	NYC	*****6616	G & G MECHANICAL ENTERPRISES, LLC.		1936 HEMPSTEAD TURNPIKE EAST MEDOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		GABRIEL FRASSETTI			04/10/2019	04/10/2024
DOL	NYC		GAYATRI MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DOL		GEOFF CORLETT		415 FLAGGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DOL		GIGI SCHNECKENBURGER		261 MILL RD EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL		GIOVANNI LAFACE		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	01/09/2023
DOL	NYC	*****3164	GLOBE GATES INC	GLOBAL OVERHEAD DOORS	405 BARRETTO ST BRONX NY 10474	05/31/2018	05/31/2023
DOL	DOL		GREGORY S. OLSON		P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		HANS RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	NYC	*****3228	HEIGHTS ELEVATOR CORP.		1766 FRONT ST YORKTOWN HEIGHTS NY 10598	01/17/2018	01/17/2023
DOL	DOL	*****5131	INTEGRITY MASONRY, INC.	M&R CONCRETE	722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023
DOL	DOL		IRENE KASELIS		32 PENNINGTON AVE WALDWICK NJ 07463	05/30/2019	05/30/2024
DOL	DOL	*****9211	J. WASE CONSTRUCTION CORP.		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		J.A. HIRES CADWALLADER		P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		JAMES C. DELGIACCO		722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023
DOL	DOL		JAMES J. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		JAMES LIACONE		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		JAMES RACHEL		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
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	03/01/2022	03/01/2027
DOL	DOL	*****7993	JBS DIRT, INC.		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****5368	JCH MASONRY & LANDSCAPING INC.		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	NYC		JENNIFER GUERRERO		1936 HEMPSTEAD TURNPIKE EAST MEADOW NY 11554	11/29/2019	11/29/2024

**NYSDOL Bureau of Public Work Debarment List 10/21/2022**

**Article 8**

DOL	DOL		JIM PLAUGHER		17613 SANTE FE LINE ROAD WAYNEFIELD OH 45896	07/16/2021	07/16/2026
DOL	AG		JOHN ANTHONY MASSINO		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JOHN F. CADWALLADER		200 LATTA BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	*****4612	JOHN F. CADWALLADER, INC.	THE GLASS COMPANY	P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		JOHN GOCEK		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL		JOHN LUCIANO			05/14/2018	05/14/2023
DOL	DOL		JOHN MARKOVIC		47 MANDON TERRACE HAWTHORN NJ 07506	03/29/2021	03/29/2026
DOL	DOL		JOHN WASE		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	AG	*****0600	JOHNCO CONTRACTING, INC.		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JON E DEYOUNG		261 MILL RD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL		JORGE RAMOS		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	DOL		JORI PEDERSEN		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL		JOSE CHUCHUCA		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	NYC		JOSEPH MARTINO		1535 RICHMOND AVENUE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	DOL		JOY MARTIN		2404 DELAWARE AVE NIGARA FALLS NY 14305	09/12/2018	09/12/2023
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	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		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL		KARIN MANGIN		796 PHELPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	DOL		KATE E. CONNOR		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KATIE BURDICK		2238 BAKER RD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL	*****2959	KELC DEVELOPMENT, INC		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KIMBERLY F. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****3490	L & M CONSTRUCTION/DRYWALL INC.		1079 YONKERS AVE YONKERS NY 10704	08/07/2018	08/07/2023
DOL	DA	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		LAVERN GLAVE		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	AG	*****3291	LINTECH ELECTRIC, INC.		3006 TILDEN AVE BROOKLYN NY 11226	02/16/2022	02/16/2027
DOL	DA	*****4460	LONG ISLAND GLASS & STOREFRONTS, LLC		4 MANHASSET TRL RIDGE NY 11961	09/06/2018	09/06/2023
DOL	AG	*****4216	LOTUS-C CORP.		81-06 34TH AVENUE APT. 6EJACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	DOL		LOUIS A. CALICCHIA		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	NYC		LUBOMIR PETER SVOBODA		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	NYC		M & L STEEL & ORNAMENTAL IRON CORP.		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	DOL	*****2196	MAINSTREAM SPECIALTIES, INC.		11 OLD TOWN RD SELKIRK NY 12158	02/02/2021	02/02/2026

**NYSDOL Bureau of Public Work Debarment List    10/21/2022**

**Article 8**

DOL	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	NYC		MAREK FABIJANOWSKI		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	NYC		MARIA NUBILE		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	DOL		MASONRY CONSTRUCTION, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****3333	MASONRY INDUSTRIES, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	NYC		MATINA KARAGIANNIS		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2023
DOL	DOL		MATTHEW P. KILGORE		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	DOL		MAURICE GAWENO		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		MICHAEL LENIHAN		1079 YONKERS AVE UNIT 4YONKERS NY 10704	08/07/2018	08/07/2023
DOL	AG		MICHAEL RIGLIETTI		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL	*****4829	MILESTONE ENVIRONMENTAL CORPORATION		704 GINESI DRIVE SUITE 29MORGANVILLE NJ 07751	04/10/2019	04/10/2024
DOL	NYC	*****9926	MILLENNIUM FIRE PROTECTION, LLC		325 W. 38TH STREET SUITE 204NEW YORK NY 10018	11/14/2019	11/14/2024
DOL	NYC	*****0627	MILLENNIUM FIRE SERVICES, LLC		14 NEW DROP LNE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	AG		MSR ELECTRICAL CONSTRUCTION CORP.		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	NYC		MUHAMMED A. HASHEM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	NYC		NAMOW, INC.		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	DA	*****9786	NATIONAL INSULATION & GC CORP		180 MILLER PLACE HICKSVILLE NY 11801	12/12/2018	12/12/2023
DOL	DOL	*****3684	NATIONAL LAWN SPRINKLERS, INC.		645 N BROADWAY WHITE PLAINS NY 10603	05/14/2018	05/14/2023
DOL	NYC		NAVIT SINGH		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
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	09/29/2021	09/29/2026
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	*****7429	NICOLAE I. BARBIR	BESTUCCO CONSTRUCTI ON, INC.	444 SCHANTZ ROAD ALLEN TOWN PA 18104	09/17/2020	09/17/2025
DOL	NYC	*****5643	NYC LINE CONTRACTORS, INC.		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL	*****1845	OC ERECTERS, LLC A/K/A OC ERECTERS OF NY INC.		1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442	01/16/2018	01/16/2023
DOL	DOL		PAULINE CHAHALES		935 S LAKE BLVD MAHOPAC NY 10541	03/02/2021	03/02/2026
DOL	DOL		PETER STEVENS		11 OLD TOWN ROAD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DOL	*****0466	PRECISION BUILT FENCES, INC.		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	NYC		RASHEL CONSTRUCTION CORP		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****1068	RATH MECHANICAL CONTRACTORS, INC.		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP.		3 PARK CIRCLE MIDDLETOWN NY 10940	01/30/2018	01/30/2023
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP.		3 PARK CIRCLE MIDDLETOWN NY 10940	07/11/2022	07/11/2027
DOL	AG	*****7015	RCM PAINTING INC.		69-06 GRAND AVENUE 2ND FLOORMASPETH NY 11378	02/07/2018	02/07/2023
DOL	DA	*****7559	REGAL CONTRACTING INC.		24 WOODBINE AVE NORTHPORT NY 11768	10/01/2020	10/01/2025

**NYSDOL Bureau of Public Work Debarment List 10/21/2022**

**Article 8**

DOL	DOL		REGINALD WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL	*****9148	RICH T CONSTRUCTION		107 WILLOW WOOD LANE CAMILLUS NY 13031	11/13/2018	11/13/2023
DOL	DOL		RICHARD MACONE		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	DOL		RICHARD REGGIO		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	DOL	*****9148	RICHARD TIMIAN	RICH T CONSTRUCTI ON	108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	11/13/2018	11/13/2023
DOL	DOL		ROBBYE BISSEAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROBERT A. VALERINO		3841 LANYARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		ROBERT BRUNO		5 MORNINGSIDE DRIVE AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		RODERICK PUGH		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	DOL	*****4880	RODERICK PUGH CONSTRUCTION INC.		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	07/11/2022	07/11/2027
DOL	DOL		RONALD MESSEN		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL		ROSEANNE CANTISANI			06/12/2018	06/12/2023
DOL	DOL	*****7172	RZ & AL INC.		198 RIDGE AVENUE VALLEY STREAM NY 11581	06/06/2022	06/06/2027
DOL	DOL	*****1365	S & L PAINTING, INC.		11 MOUNTAIN ROAD P.O BOX 408MONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL	*****7730	S C MARTIN GROUP INC.		2404 DELAWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL		SAL FRESINA MASONRY CONTRACTORS, INC.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		SAL MASONRY CONTRACTORS, INC.		(SEE COMMENTS) SYRACUSE NY 13202	07/16/2021	07/16/2026
DOL	DOL	*****9874	SALFREE ENTERPRISES INC		P.O BOX 14 2821 GARDNER RDPOMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		SALVATORE A FRESINA A/K/A SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DOL		SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	NYC	*****0349	SAM WATERPROOFING INC		168-42 88TH AVENUE APT.1 AJAMAICA NY 11432	11/20/2019	11/20/2024
DOL	NYC	*****1130	SCANA CONSTRUCTION CORP.		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025
DOL	DOL	*****2045	SCOTT DUFFIE	DUFFIE'S ELECTRIC, INC.	P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	DOL		SCOTT DUFFIE		P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	NYC	*****6597	SHAIRA CONSTRUCTION CORP.		421 HUDSON STREET SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	DOL	*****1961	SHANE BURDICK	CENTRAL TRAFFIC CONTROL, LLC.	2238 BAKER ROAD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE BURDICK		2238 BAKER ROAD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE NOLAN		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		SHULEM LOWINGER		11 MOUNTAIN ROAD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024

**NYSDOL Bureau of Public Work Debarment List    10/21/2022**

**Article 8**

DOL	DOL	*****0816	SOLAR ARRAY SOLUTIONS, LLC		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL	*****0440	SOLAR GUYS INC.		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	NYC		SOMATIE RAMSUNAHAI		115-46 132ND ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL	*****2221	SOUTH BUFFALO ELECTRIC, INC.		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC	*****3661	SPANIER BUILDING MAINTENANCE CORP		200 OAK DRIVE SYOSSET NY 11791	03/14/2022	03/14/2027
DOL	DOL		STANADOS KALOGELAS		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL	*****6844	STEAM PLANT AND CHX SYSTEMS INC.		14B COMMERCIAL AVENUE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL	*****9933	STEED GENERAL CONTRACTORS, INC.		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	*****9528	STEEL-IT, LLC.		17613 SANTE FE LINE ROAD WAYNESFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		STEFANOS PAPASTEFANOU, JR. A/K/A STEVE PAPASTEFANOU, JR.		256 WEST SADDLE RIVER RD UPPER SADDLE RIVER NJ 07458	05/30/2019	05/30/2024
DOL	DOL		STEVE TATE		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL		STEVEN MARTIN		2404 DELWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL	*****3800	SUBURBAN RESTORATION CO. INC.		5-10 BANTA PLACE FAIR LAWN PLACE NJ 07410	03/29/2021	03/29/2026
DOL	DOL	*****1060	SUNN ENTERPRISES GROUP, LLC		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL		SYED RAZA		198 RIDGE AVENUE NY 11581	06/06/2022	06/06/2027
DOL	DOL	*****8209	SYRACUSE SCALES, INC.		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DOL		TALAILA OCAMPA		1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442	01/16/2018	01/16/2023
DOL	DOL		TERRY THOMPSON		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL	*****9733	TERSAL CONSTRUCTION SERVICES INC		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13208	07/16/2021	07/16/2026
DOL	DOL		TERSAL CONTRACTORS, INC.		221 GARDNER RD P.O BOX 14POMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		TERSAL DEVELOPMENT CORP.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		TEST		P.O BOX 123 ALBANY NY 12204	05/20/2020	05/20/2025
DOL	DOL	*****6789	TEST1000		P.O BOX 123 ALBANY NY 12044	03/01/2021	03/01/2026
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATIO N	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATIO N	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DA	*****4106	TRIPLE H CONCRETE CORP		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****8210	UPSTATE CONCRETE & MASONRY CONTRACTING CO INC		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	*****6392	V.M.K CORP.		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	DOL	*****6418	VALHALLA CONSTRUCTION, LLC.		796 PHLEPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	NYC	*****2426	VICKRAM MANGRU	VICK CONSTRUCTI ON	21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	NYC		VICKRAM MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DOL		VICTOR ALICANTI		42-32 235TH ST DOUGLSTON NY 11363	01/14/2019	01/14/2024
DOL	NYC		VIKTAR PATONICH		2630 CROSEY AVE BROOKLYN NY 11214	10/30/2018	10/30/2023

**NYSDOL Bureau of Public Work Debarment List    10/21/2022**

**Article 8**

DOL	DOL		VIKTORIA RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	NYC		VITO GARGANO		1535 RICHMOND AVE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	NYC	*****3673	WALTERS AND WALTERS, INC.		465 EAST AND THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL	*****3296	WESTERN NEW YORK CONTRACTORS, INC.		3841 LAYNARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		WHITE PLAINS CARPENTRY CORP		442 ARMONK RD	06/12/2018	06/12/2023
DOL	DOL		WILLIAM G. PROERFRIEDT		85 SPRUCEWOOD ROAD WEST BABYLON NY 11704	01/19/2021	01/19/2026
DOL	DOL	*****5924	WILLIAM G. PROPHY, LLC	WGP CONTRACTIN G, INC.	54 PENTAQUIT AVE BAYSHORE NY 11706	01/19/2021	01/19/2026
DOL	DOL	*****4043	WINDSHIELD INSTALLATION NETWORK, INC.		200 LATTA BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	*****4730	XGD SYSTEMS, LLC	TDI GOLF	415 GLAGE AVE #302STUART FL 34994	10/31/2018	10/31/2023

**SECTION 009999**

**CERTIFICATION OF COMPLAINT WITH  
STATE FINANCE LAW §139(L)**

By submission of this bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the Bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the Labor Law.

The Contractor certifies that this statement provided herein with respect to State Finance Law §139(L) is complete, true and accurate.

\_\_\_\_\_  
**Authorized Signatory** (Print Name)

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Company Name**

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**END OF SECTION**



## SECTION 011000

### SUMMARY

#### PART 1 GENERAL

##### 1.1 PROJECT

- A. Project Name: Beacon Fire Station Abatement
- B. Owner's Name: City of Beacon
- C. Architect's Name: Mitchell Associates Architects, PLLC.
- D. Construction Manager: Luis Rodriguez – The Palombo Group
- E. The Abatement Contractor shall furnish all labor, materials, supervision, services, insurance, and equipment necessary for the complete and total removal of Asbestos-containing Materials (ACM) as described herein, in attachments to the specification, Job Specific Variance(s) and/or as directed by the City of Beacon (here-in-after the "Owner") and/or the Owners Representative(s) to support the Beacon Fire Station Abatement Project. The Abatement Contractor shall review Section 003126 – Environmental Survey Report and Section 028200 – Asbestos Abatement.

##### 1.2 CONTRACT DESCRIPTION

- A. Contract Type: A single prime contract based on a Stipulated Price as described in Document 005200 - Agreement Form.
- B. The work of the prime contract is identified in this section, Section 028200 and on the Drawings. See provided Drawings AA-100, AA-200 & AA-300.

##### 1.3 WORK BY OWNER

- A. See Section 028200 for Owner work related to the project.

##### 1.4 CONTRACTOR USE OF SITE AND PREMISES

- A. Construction Operations: Limited to areas of the existing building and limits of existing parking areas.
- B. Do not disturb site beyond work areas indicated.
- C. Provide access to and from site as required by law and by Owner:
  - 1. Do not obstruct roadways, sidewalks, or other public ways without permit.
  - 2. Limit site access to established staging and storage areas designated for personnel, equipment, materials, and deliveries.
  - 3. Conduct staging and storage area activities in a manner which causes minimal disruption.
- D. Time Restrictions:
  - 1. Any building or construction activity which produces sound, including but not limited to the delivery or transfer of construction materials, supplies and equipment and the clearing and removal of trees or other site preparation work, which sound is audible upon any other property in the City, can only occur as follows:
    - a. Monday through Friday, except holidays, during the hours of 7:00 a.m. to 4:00 p.m.
    - b. Saturdays, except holidays, during the hours of 9:00 a.m. to 4:00 p.m.
  - 2. No work on Sunday, or on Federal and State Holidays.
- E. Utility Outages and Shutdown:
  - 1. Coordinate shutdowns or disruptions of utility services with Construction Manager. Submit written notice at least 72 hours in advance to Construction Manager for approval.
  - 2. Prevent accidental disruption of utility services to other facilities.
  - 3. Costs of disconnections, reconnections, and other work required shall be borne by Contractor requesting shutdown.

#### 1.5 CONTRACTOR ACCOUNTABILITY

- A. Contractor is responsible for completion of its portion of the Work in a timely fashion to allow use of the site as specified in the Agreement, unless otherwise specifically allowed. Costs incurred by Owner resulting from failure of Contractor to meet the obligations of timely completion of the Work as stated above, will be the responsibility of the Contractor, and liquidated damages will be assessed to the delinquent Contractor's account as stipulated in the Agreement.
- B. Regarding the abatement of the roof, the contractor shall include the installation of temporary measures inclusive of silicone, caulk, heavy duty tarps, etc., as needed, to keep the weather out of the building.
- C. Removal & Disposal of Asbestos containing material including but not limited to floor tile, mastic, adhesives, caulk, tar as indicated by contract documents. This contract shall include removals of non-ACM items (equipment or partial demolition) to provide access as necessary to complete all ACM removals. Removed items may be left behind if they are deemed clean of ACM by the Hazmat monitor.

#### **PART 2 PRODUCTS - NOT USED**

#### **PART 3 EXECUTION - NOT USED**

**END OF SECTION**

**SECTION 012000**  
**PRICE AND PAYMENT PROCEDURES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Documentation of changes in Contract Sum and Contract Time.
- C. Change procedures.
- D. Percentage allowances for Contractor's overhead and profit for changes in the Work.
- E. Correlation of Contractor submittals based on changes.
- F. Certified payroll reports.
- G. Procedures for preparation and submittal of application for final payment.

**1.02 RELATED REQUIREMENTS**

- A. Section 012200 - Unit Prices: Monetary values of unit prices; Payment and modification procedures relating to unit prices.
- B. Section 017000 - Execution and Closeout Requirements: Closeout procedures required prior to final payment.

**1.03 SCHEDULE OF VALUES**

- A. Use Schedule of Values Form: AIA G702.
- B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to Architect for approval.
- C. Forms filled out by hand will not be accepted.
- D. Submit Schedule of Values in duplicate within 14 days after date of Owner-Contractor Agreement.
- E. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the specification section. Identify site mobilization.
- F. Include a Project Closeout line item equal to the sum of two percent (2%) of the total contract, exclusive of retainage. Refer to 017000 - Execution and Closeout Requirements.
- G. Include within each line item, a direct proportional amount of Contractor's overhead and profit.
- H. Revise schedule to list approved Change Orders, with each Application for Payment.
- I. When Architect requires substantiating information, submit data justifying dollar amounts in question.

**1.04 APPLICATIONS FOR PROGRESS PAYMENTS**

- A. Payment Period: Submit at intervals stipulated in the Agreement.
- B. Use Form AIA G702 and Form AIA G703, edition stipulated in the Agreement.
- C. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect for approval.
- D. Forms filled out by hand will not be accepted.
- E. For each item, provide a column for listing each of the following:
  - 1. Item Number.
  - 2. Description of work.
  - 3. Scheduled Values.
  - 4. Previous Applications.
  - 5. Work in Place and Stored Materials under this Application.
  - 6. Authorized Change Orders.

7. Total Completed and Stored to Date of Application.
  8. Percentage of Completion.
  9. Balance to Finish.
  10. Retainage.
- F. Execute certification by signature of authorized officer.
- G. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.
- H. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of work.
- I. Submit four (4) **original** copies of each Application for Payment.
- J. Include the following with the application:
1. Transmittal letter as specified for submittals in Section 013000.
  2. Construction progress schedule, revised and current as specified in Section 013000.
    - a. Amounts requested shall be consistent with the progress and finish dates shown on the schedule.
  3. Current construction photographs specified in Section 013000.
  4. Partial release of liens for all Subcontractors, suppliers, and vendors.
  5. Certified Payroll Reports, in compliance with four (4) certified and notarized copies.
  6. Affidavits attesting to off-site stored products, **including certificates from insurance company underwriting coverage of stored products**, copies of invoices and packing slips proving purchase, and actual location of stored materials.
  7. Schedule of submittals, revised and current.
  8. Updated testing schedule and all current results for tests completed since previous application.
- K. When Architect or Construction Manager require substantiating information, submit data justifying dollar amounts in question. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.

#### 1.05 MODIFICATION PROCEDURES

- A. Submit name of the individual authorized to receive change documents and who will be responsible for informing others in Contractor's employ or subcontractors of changes to Contract Documents.
- B. For minor changes not involving an adjustment to the Contract Sum or Contract Time, the Architect will issue an Architect's Supplemental Instructions document directly to Contractor.
- C. For other required changes, the Architect will issue a Construction Change Directive document, which may be signed by Owner and Construction Manager, instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.
  2. Promptly execute the change.
- D. For changes for which advance pricing is desired, Architect will issue a Work Changes Proposal Request document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. **Contractor shall prepare and submit a fixed price quotation within five (5) days.**
- E. Contractor may propose a change by submitting a request for change to Architect, describing the proposed change and its full effect on the work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation. Document any requested substitutions in accordance with Section 016000.

- F. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
1. For change requested by Architect for work falling under a fixed price contract, the amount will be based on Contractor's price quotation.
  2. For change requested by Contractor, the amount will be based on the Contractor's request for a Change Order as approved by Architect.
  3. For pre-determined unit prices and quantities, the amount will be based on the fixed unit prices.
  4. For unit costs or quantities of units of Work which are not predetermined, execute the Work under a Construction Change Directive.
  5. For change ordered by Architect without a quotation from Contractor, the amount will be determined by Architect based on the Contractor's substantiation of costs as specified for Time and Material work.
- G. Substantiation of Costs: Provide full information required for evaluation.
1. Provide the following data:
    - a. Quantities of products, labor, and equipment.
    - b. Taxes, insurance, and bonds.
    - c. Overhead and profit.
      - 1) For any change in the Work resulting in a net addition to or deduction from the contract amount (NOT being directly funded from the Allowance portion of the contract), calculate overhead and profit in accordance with the percentages set below. See Section 012100 for guidelines set forth for Overhead and Profit as pertaining to funding from the Project Allowance.
      - 2) Contractor agrees that, unless otherwise approved by Owner prior to the issuing of any particular subcontract, overhead and profit percentages for Subcontractors and Sub-subcontractors performing any change to their Work shall not be greater than the percentages set forth below.
      - 3) Applicable Contractor overhead and profit percentages:
        - (a) Overhead adjustment: Ten percent (10%) of Contractor's own straight time labor cost.
        - (b) Profit adjustment: Five percent (5%) of Contractor's own straight time labor cost plus the amount of the overhead adjustment for that labor cost calculated in accordance with the previous subparagraph.
        - (c) Combined overhead and profit adjustment: Ten percent (10%) of Contractor's own purchased material cost.
        - (d) Combined overhead and profit adjustment for Subcontractor Work: Five percent (5%) of the Subcontractor Work.
        - (e) Contractor shall not receive overhead or profit on the premium portion of Contractor overtime.
      - 4) Applicable Subcontractors and Sub-subcontractors overhead and profit percentages:
        - (a) Overhead adjustment: Ten percent (10%) of Subcontractor's own straight time labor cost.
        - (b) Profit adjustment: Five percent (5%), maximum of Subcontractor's own straight time labor cost plus the amount of the overhead adjustment for that labor cost calculated in accordance with the previous subparagraph.
        - (c) Combined overhead and profit adjustment: Ten percent (10%) Subcontractor's own purchased material cost.

- (d) Combined overhead and profit adjustment for Sub-subcontractor Work: Five percent (5%) of the Sub-subcontractor Work.
  - (e) Subcontractor and Sub-subcontractor shall not receive overhead or profit on the premium portion of its overtime.
- d. Justification for any change in Contract Time.
- e. Credit for deletions from Contract, similarly documented.
- f. Increases in cost changes in time are decided on the sole discretion of the Architect.
- 2. Support each claim for additional costs with additional information:
  - a. Origin and date of claim.
  - b. Dates and times work was performed, and by whom.
  - c. Time records and wage rates paid.
  - d. Invoices and receipts for products, equipment, and subcontracts, similarly documented.
- 3. For Time and Material work, submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.
- 4. Change order shall reflect actual labor performed on the job. No change order will be allowed for "Book Value" of labor or materials.
- 5. If a change order is necessary on an item that was figured by "Book Value" prior to the change order portion of the Work being complete, then the Contractor may use the "Book Value" method in calculating his cost.
- 6. Contractor shall keep detailed records of all actual costs when the Work is performed. If actual time and materials is less than calculated book value, a credit shall be due the Owner.
- 7. Any change order for a credit shall reflect all labor and materials of Contractor, all Subcontractors, all Sub-subcontractors, suppliers, vendors, etc.
- H. Execution of Change Orders: Architect and Construction Manager will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.
- I. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
- J. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
- K. Promptly enter changes in Project Record Documents.

#### 1.06 RELEASE OF LIENS

- A. Contractor is required to submit a Partial Release and Waiver of Liens Form with each Application for Payment from subcontractors and suppliers for whom a partial payment is scheduled. In addition, supply Release of Lien for all contractors and suppliers of all materials to date.
- B. Use "Partial Release and Waiver of Lien" form included in Section 006519.15.

#### 1.07 CERTIFIED PAYROLL REPORTS

- A. Contractor and each Subcontractor are required to submit a certified payroll with a statement of compliance with each Application for Payment.
- B. Owner has the authority to verify payroll reports by checking employees' pay stubs and personal identification.
- C. Owner may withhold a portion of the Application for Payment if payroll reports have not been submitted for a portion of the Work.

#### 1.08 APPLICATION FOR FINAL PAYMENT

- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- B. Application for Final Payment will not be considered until the following have been accomplished:
  - 1. All closeout procedures specified in Section 017000.

#### **PART 2 PRODUCTS - NOT USED**

#### **PART 3 EXECUTION - NOT USED**

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## SECTION 012100 ALLOWANCES

### PART 1 GENERAL

#### 1.01 SECTION INCLUDES

- A. Cash allowances.
- B. Payment and modification procedures relating to allowances.

#### 1.02 RELATED REQUIREMENTS

- A. Document 007200 - General Conditions: Additional items included in or excluded from allowances.
- B. Section 012000 - Price and Payment Procedures: Additional payment and modification procedures.

#### 1.03 CASH ALLOWANCES

- A. Architect Responsibilities:
  - 1. Consult with Contractor for consideration and selection of products, suppliers, and installers.
  - 2. Select products in consultation with Owner and transmit decision to Contractor.
  - 3. Prepare Change Order.
- B. Contractor Responsibilities:
  - 1. Assist Architect in selection of products, suppliers, and installers.
  - 2. Obtain proposals from suppliers and installers and offer recommendations.
  - 3. On notification of which products have been selected, execute purchase agreement with designated supplier and installer.
  - 4. Arrange for and process shop drawings, product data, and samples. Arrange for delivery.
  - 5. Promptly inspect products upon delivery for completeness, damage, and defects. Submit claims for transportation damage.
- C. Cost of providing the Work of the allowances will be paid up to the amount scheduled and based on the substantiation of actual costs submitted.
- D. Architect will determine the actual amount by evaluating the accuracy and completeness of the cost or pricing data submitted.
- E. Differences in costs above the cash allowances will be adjusted by Change Order.
- F. **The Contractor shall carry the full amount of the Allowance in their Contract Sum as well as all Overhead and Profit (O&P) associated with that total Allowance amount. As such, while there is still an Allowance balance remaining to fund additional services, the Contractor will not be permitted to include O&P in their proposal or in proposals from their subcontractors.** Subcontractors are still permitted all applicable mark-ups for O&P as defined in Section 012000.
- G. Any unexpended funds of the scheduled allowances will be returned to the Owner as a Credit Change Order.

#### 1.04 ALLOWANCES SCHEDULE

- A. Abatement Contract (AC)
  - 1. General Allowance: Include the sum of Five Thousand Dollars (\$5,000.00) for the Contract Modification Procedures specified in Section 012000 - Price and Payment Procedures and Section 3.8 of AIA A201-2017 General Conditions of the Contract for

Construction. This allowance will be used to cover changes, field conditions, unforeseen problems, or Owner requests.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

**SECTION 012200**  
**UNIT PRICES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. List of unit prices, for use in preparing Bids.
- B. Measurement and payment criteria applicable to Work performed under a unit price payment method.
- C. Defect assessment and non-payment for rejected work.

**1.02 COSTS INCLUDED**

- A. Unit Prices included on the Bid Form shall include full compensation for all required labor, products, tools, equipment, plant, transportation, insurance, overhead, profit, bonds, services and incidentals, erection, application, or installation of an item of the Work. No additional mark-up will be allowed for any unit cost.
- B. Unit prices quoted in the Bid Proposal are for additions or deletions of approved items of Work.
- C. Unit prices shall not apply to work the Contractor elects to do for its own convenience or to correct errors committed by the Contractor.
- D. All unit prices shall remain in effect for the full term of the Contract.
- E. The Owner reserves the right to reject any unit prices bid.

**1.03 UNIT QUANTITIES SPECIFIED**

- A. Quantities indicated in the Bid Form are for bidding and contract purposes only. Quantities and measurements of actual Work will determine the payment amount.

**1.04 MEASUREMENT OF QUANTITIES**

- A. Measurement methods delineated in the individual specification sections complement the criteria of this section. In the event of conflict, the requirements of the individual specification section govern.
- B. Take all measurements and compute quantities. Measurements and quantities will be verified by Architect.
- 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 the Contractor.
- D. Assist by providing necessary equipment, workers, and survey personnel as required.
- E. Measurement by Volume: Measured by cubic dimension using mean length, width and height or thickness.
- F. Measurement by Area: Measured by square dimension using mean length and width or radius.
- G. Perform surveys required to determine quantities, including control surveys to establish measurement reference lines. Notify Architect prior to starting work.

**1.05 PAYMENT**

- A. Payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities of Work that is incorporated in or made necessary by the Work and accepted by the Architect, multiplied by the unit price.
- B. Payment will not be made for any of the following:
  - 1. Products wasted or disposed of in a manner that is not acceptable.
  - 2. Products determined as unacceptable before or after placement.
  - 3. Products not completely unloaded from the transporting vehicle.

4. Products placed beyond the lines and levels of the required Work.
5. Products remaining on hand after completion of the Work.
6. Loading, hauling, and disposing of rejected Products.

#### 1.06 DEFECT ASSESSMENT

- A. Replace Work, or portions of the Work, not complying with specified requirements.
- B. If, in the opinion of Architect, it is not practical to remove and replace the Work, Architect will direct one of the following remedies:
  1. The defective Work may remain, but the unit price will be adjusted to a new unit price at the discretion of Architect.
  2. The defective Work will be partially repaired to the instructions of the Architect, and the unit price will be adjusted to a new unit price at the discretion of Architect.
- C. The individual specification sections may modify these options or may identify a specific formula or percentage price reduction.
- D. The authority of Architect to assess the defect and identify payment adjustment is final.

#### 1.07 SCHEDULE OF UNIT PRICES

- A. **Unit Price #1: Add/Deduct per Designated Location of PACM Abatement in Wet Walls/Chases.**
  1. Measure by each designated location indicated by the encircled number one within the documents.
  2. Shall include the total and complete removal and disposal of presumed friable asbestos-containing Pipe Insulation and/or Mudded Joint Packing (Elbows) as located and detailed on the ACM Location Drawings.
  3. **Base Project Scope will still require** all related materials and labor costs for OSHA 29 CFR 1926.1101 and NYS DOL Industrial Code 56 (ICR-56) requirements for tenting, protection, and ventilation for all depicted areas for probing and determination of the presence of ACM.

### PART 2 PRODUCTS - NOT USED

### PART 3 EXECUTION - NOT USED

**END OF SECTION**

**SECTION 012300  
ALTERNATES**

**PART 1 GENERAL**

1.01 SECTION INCLUDES

- A. Description of Alternates.
- B. Procedures for pricing Alternates.
- C. Documentation of changes to Contract Sum and Contract Time.

1.02 ACCEPTANCE OF ALTERNATES

- A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted Alternates will be identified in the Owner-Contractor Agreement.
- B. Coordinate related work and modify surrounding work to integrate the Work of each Alternate.

1.03 SCHEDULE OF ALTERNATES

- A. Alternate No. 1 - **NONE**

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

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**END OF SECTION**

**SECTION 013000**  
**ADMINISTRATIVE REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Electronic document submittal service.
- B. Preconstruction meeting.
- C. Progress meetings.
- D. Construction progress schedule.
- E. Required reports to document construction progress.
- F. Progress photographs.
- G. Submittals for review.
- H. Number of copies of submittals.
- I. Requests for Interpretation (RFI) procedures.
- J. Submittal procedures.

**1.02 RELATED REQUIREMENTS**

- A. Section 007200 - General Conditions: Dates for applications for payment.
- B. Section 013216 - Construction Progress Schedule: Form, content, and administration of schedules.
- C. Section 016000 - Product Requirements: General product requirements.
- D. Section 017000 - Execution and Closeout Requirements: Additional coordination requirements.
- E. Section 017800 - Closeout Submittals: Project record documents; operation and maintenance data; warranties and bonds.

**1.03 PROJECT COORDINATOR - AST**

- A. Project Coordinator: Asbestos Safety Technician (AST).
- B. Cooperate with the AST in allocation of mobilization areas of site, for field offices and sheds, for site access, traffic, and parking facilities.
- C. During construction, coordinate use of site and facilities through the AST.
- D. Comply with instructions of the AST for use of temporary utilities and construction facilities. Responsibility for providing temporary utilities and construction facilities is identified in Section 028200 – Asbestos Abatement.
- E. Coordinate field engineering and layout work under instructions of the AST.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION**

**3.01 ELECTRONIC DOCUMENT SUBMITTAL SERVICE**

- A. All documents transmitted for purposes of administration of the contract are preferred to be in electronic (PDF) format and transmitted via an Internet-based submittal service that receives, logs and stores documents, provides electronic stamping and signatures, and notifies addressees via email. The Architect uses Newforma for this purpose and the Contractor will be requested to communicate all documentation through this system. The Contractor will not be charged any licensing or usage fees for using this system.

**(The AST will confirm use of this platform versus using email as the primary means of communication and submittal of all required project documentation via PDF attachments).**

1. Besides submittals for review, information, and closeout, this procedure applies to Requests for Interpretation (RFIs), progress documentation, contract modification documents (e.g. supplementary instructions, change proposals, change orders), applications for payment, field reports and meeting minutes, Contractor's correction punchlist, and any other document any participant wishes to make part of the project record.
  2. Contractor is required to use this service.
  3. It is Contractor's responsibility to submit documents in allowable format.
  4. Subcontractors and suppliers will not be permitted to use the service.
  5. Users of the service need an email address, Internet access, and will use Newforma Info Exchange for submission and PDF review. Access to Newforma Info Exchange will be provided by the Architect.
  6. Contractor is responsible for image resolution of PDF documents; minimum 200 dots per inch utilizing original document size; increase resolution as required to adequately present the information.
  7. Provide and transmit full color reproduction of PDF documents requiring color to convey intent and compliance.
  8. Paper document transmittals will not be reviewed in lieu of use of the electronic service; emailed PDF documents will not be reviewed.
  9. All other specified submittal and document transmission procedures apply, except that electronic document requirements do not apply to samples or color selection charts.
- B. Submittal Service: The selected service is:
1. Newforma Project Center: [www.newforma.com](http://www.newforma.com).

### 3.02 PRECONSTRUCTION MEETING

- A. Architect and/or AST will schedule a meeting after Notice of Award.
- B. Attendance Required:
1. Owner.
  2. Architect.
  3. Abatement Contractor (AC)
  4. Asbestos Safety Technician (AST).
- C. Agenda:
1. Execution of Owner-Contractor Agreement.
  2. Submission of executed bonds and insurance certificates.
  3. Distribution of Contract Documents.
  4. Submission of list of subcontractors, list of products, schedule of values, and progress schedule.
  5. Designation of personnel representing the parties to Contract and Architect.
  6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
  7. Scheduling.
  8. Scheduling activities of a Geotechnical Engineer.
- D. **AST** to record minutes and distribute copies via the Electronic Document Submittal Service or via email **within two days after meeting** to participants, with copies to Architect, Owner, participants, and those affected by decisions made.



### 3.03 PROGRESS MEETINGS

- A. Make arrangements for bi-monthly meetings, prepare agenda with copies for participants, preside at meetings.
- B. Attendance Required:
  - 1. Contractor.
  - 2. Owner.
  - 3. Architect.
  - 4. AST.
- C. Agenda:
  - 1. Review minutes of previous meetings.
  - 2. Review of work progress.
  - 3. Field observations, problems, and decisions.
  - 4. Identification of problems that impede, or will impede, planned progress.
  - 5. Review of submittals schedule and status of submittals.
  - 6. Review of off-site fabrication and delivery schedules.
  - 7. Maintenance of progress schedule.
  - 8. Corrective measures to regain projected schedules.
  - 9. Planned progress during succeeding work period.
  - 10. Coordination of projected progress.
  - 11. Maintenance of quality and work standards.
  - 12. Effect of proposed changes on progress schedule and coordination.
  - 13. Other business relating to work.
- D. **AST** to record minutes and distribute copies via the Electronic Document Submittal Service or via email **within two days after meeting** to participants, with copies to Architect, Owner, participants, and those affected by decisions made.

### 3.04 CONSTRUCTION PROGRESS SCHEDULE- SEE SECTION 013216

### 3.05 MATERIAL LOCATION REPORTS

- A. At monthly intervals to coincide with updated reports associated with the Monthly Payment Application Process per Section 012000, prepare and submit a comprehensive list of materials delivered to and stored at Project site.
- B. Include materials previously reported plus items recently delivered.
- C. Include statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site.

### 3.06 FIELD CONDITION REPORTS

- A. Prepare and submit a detailed report to the Architect immediately upon discovery of a difference between field conditions and the contract documents.
- B. Submit with a request for interpretation.
- C. Include detailed description of the differing conditions, together with recommendations for changing the contract documents.

### 3.07 SPECIAL REPORTS

- A. Prepare and submit a special report when an event of an unusual and significant nature occurs at the Project site.
- B. Include chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information.
- C. Advise Owner in advance when these events are known or predictable.

- D. Submit within **one day** of occurrence and distribute copies to all parties affected by the occurrence.

### 3.08 PROGRESS PHOTOGRAPHS

- A. Submit minimum 24 photographs with each application for payment, taken not more than 3 days prior to submission of application for payment.
- B. Maintain one set of all photographs at project site for reference; same copies as submitted, identified as such.
- C. Photography Type: Digital; electronic files.
- D. Provide photographs of site and construction throughout progress of work produced by an experienced photographer, acceptable to Architect.
- E. In addition to periodic, recurring views, take photographs of each of the following events:
  - 1. Completion of site clearing.
  - 2. Excavations in progress.
  - 3. Foundations in progress and upon completion.
  - 4. Structural framing in progress and upon completion.
  - 5. Enclosure of building, upon completion.
  - 6. Final completion, minimum of (48) photos.
- F. Take photographs as evidence of existing project conditions, before commencement of demolition and site clearing, as follows:
  - 1. Project site.
  - 2. Surrounding properties.
  - 3. Existing items to remain during construction.
- G. Flag construction limits before taking existing condition photographs.
- H. Substantial Completion Photographs: Take photographs after Date of Substantial Completion for submission as Record Documents; minimum 48 photos. Architect will direct photographer for desired views. **Do not include date stamp.**
- I. Views:
  - 1. Select views showing status of construction and progress since last photographs were taken.
  - 2. Consult with Architect for instructions on any additional views required.
  - 3. Provide factual presentation.
  - 4. Provide correct exposure and focus, high resolution and sharpness, maximum depth of field, and minimum distortion.
- J. Digital Photographs: 24 bit color, minimum resolution of 3200 by 2400 ("8 megapixel"), in JPG format; provide files unaltered by photo editing software.
  - 1. Delivery Medium: Via Electronic Document Submittal Service under the View/File Transfer Tab
  - 2. File Naming: Include project identification, date and time of view, and view identification.

### 3.09 REQUESTS FOR INTERPRETATION (RFI)

- A. Definition: A request seeking one of the following:
  - 1. An interpretation, amplification, or clarification of some requirement of Contract Documents arising from inability to determine from them the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of work is described differently at more than one place in Contract Documents.
  - 2. A resolution to an issue which has arisen due to field conditions and affects design intent.

- B. Whenever possible, request clarifications at the next appropriate project progress meeting, with response entered into meeting minutes, rendering unnecessary the issuance of a formal RFI.
- C. Preparation: Prepare an RFI immediately upon discovery of a need for interpretation of Contract Documents. Failure to submit a RFI in a timely manner is not a legitimate cause for claiming additional costs or delays in execution of the work.
  - 1. Prepare a separate RFI for each specific item.
    - a. Review, coordinate, and comment on requests originating with subcontractors and/or materials suppliers.
    - b. Do not forward requests which solely require internal coordination between subcontractors.
  - 2. Prepare using software provided by the Electronic Document Submittal Service.
  - 3. Combine RFI and its attachments into a single electronic file. PDF format is preferred.
- D. Reason for the RFI: Prior to initiation of an RFI, carefully study all Contract Documents to confirm that information sufficient for their interpretation is definitely not included.
  - 1. Include in each request Contractor's signature attesting to good faith effort to determine from Contract Documents information requiring interpretation.
  - 2. Unacceptable Uses for RFIs: Do not use RFIs to request the following:
    - a. Approval of submittals (use procedures specified elsewhere in this section).
    - b. Approval of substitutions (see Section - 016000 - Product Requirements)
    - c. Changes that entail change in Contract Time and Contract Sum (comply with provisions of the Conditions of the Contract).
  - 3. Improper RFIs: Requests not prepared in compliance with requirements of this section, and/or missing key information required to render an actionable response. They will be returned without a response, with an explanatory notation.
  - 4. Frivolous RFIs: Requests regarding information that is clearly indicated on, or reasonably inferable from, Contract Documents, with no additional input required to clarify the question. They will be returned without a response, with an explanatory notation.
    - a. The Owner reserves the right to assess the Contractor for the costs (on time-and-materials basis) incurred by the Architect, and any of its consultants, due to processing of such RFIs.
- E. Content: Include identifiers necessary for tracking the status of each RFI, and information necessary to provide an actionable response.
  - 1. Official Project name, and any additional required identifiers established in Contract Documents.
  - 2. Owner's, Architect's, and Contractor's names.
  - 3. Issue date and requested reply date.
  - 4. Reference to specific Contract Document(s) requiring additional information/interpretation. Identify pertinent drawing and detail number and/or specification section number, title, and paragraph(s).
  - 5. Annotations: Field dimensions and/or description of conditions which have engendered the request.
  - 6. Contractor's suggested resolution: A written and/or a graphic solution, to scale, is required in cases where clarification of coordination issues is involved, for example; routing, clearances, and/or specific locations of work shown diagrammatically in Contract Documents. If applicable, state the likely impact of the suggested resolution on Contract Time or the Contract Sum.
- F. Attachments: Include sketches, coordination drawings, descriptions, photos, submittals, and other information necessary to substantiate the reason for the request.
- G. Review Time: Architect will respond and return RFIs to Contractor within 14 calendar days of receipt. For the purpose of establishing the start of the mandated response period, RFIs

received after 12:00 noon will be considered as having been received on the following regular working day.

- H. Responses: Content of answered RFIs will not constitute in any manner a directive or authorization to perform extra work or delay the project. If in Contractor's belief it is likely to lead to a change to Contract Sum or Contract Time, promptly issue a notice to this effect, and follow up with an appropriate Change Order request to Owner.
  - 1. Response may include a request for additional information, in which case the original RFI will be deemed as having been answered, and an amended one is to be issued forthwith. Identify the amended RFI with an R suffix to the original number.
  - 2. Do not extend applicability of a response to specific item to encompass other similar conditions, unless specifically so noted in the response.
  - 3. Notify Architect within 3 calendar days if an additional or corrected response is required by submitting an amended version of the original RFI, identified as specified above.

### 3.10 ELECTRONIC DRAWING (CAD) FILES

- A. Available from Architect at the Architect's discretion for the architectural (A) sheets.
- B. Available from the Architect's Consultants, through the Architect, at the Consultants' discretion for all other sheets.
- C. Contractor must sign a release form and pay a per sheet fee prior to transmission of the requested sheets.

### 3.11 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
  - 1. Product data.
  - 2. Shop drawings.
  - 3. Samples for selection.
  - 4. Samples for verification.
- B. Samples will be reviewed only for aesthetic, color, or finish selection.
- C. Product Data: Modify manufacturer's standard schematic drawings and diagrams to supplement standard information and to provide information specifically applicable to the Work. Delete information not applicable.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 017800 - Closeout Submittals.

### 3.12 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
  - 1. Design data.
  - 2. Certificates.
  - 3. Test reports.
  - 4. Inspection reports.
  - 5. Manufacturer's instructions.
  - 6. Manufacturer's field reports.
  - 7. Other types indicated.
- B. Submit for Architect's knowledge as contract administrator or for Owner.

### 3.13 SUBMITTALS FOR PROJECT CLOSEOUT

- A. Submit Correction Punch List for Substantial Completion.
- B. Submit Final Correction Punch List for Substantial Completion.

- C. When the following are specified in individual sections, submit them at project closeout in compliance with requirements of Section 017800 - Closeout Submittals:
  - 1. Project record documents.
  - 2. Warranties.
  - 3. Bonds.
  - 4. Other types as indicated.
- D. Submit for Owner's benefit during and after project completion.

### 3.14 NUMBER OF COPIES OF SUBMITTALS

- A. Electronic Documents: Submit one electronic copy in PDF format; an electronically marked-up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.
- B. Extra Copies at Project Closeout: See Section 017800.

### 3.15 SUBMITTAL PROCEDURES

- A. Provide submittals of all products, materials, items and equipment shown in the contract documents whether or not they are specified items in the project manual.
- B. Transmit each submittal with approved form through the Electronic Document Submittal Service.
- C. Identify Project, Contractor, Subcontractor or supplier, date and revision date; pertinent drawing and detail number, and specification section number, as appropriate on each copy.
- D. Apply Corporation's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
  - 1. Verify that portions of the submittal package provided by a subcontractor or supplier or provided directly by the Contractor are complete.
  - 2. Correct any errors or omissions found prior to transmitting each submittal.
  - 3. Incomplete submittal packages transmitted for review will be returned without action.
  - 4. Architect or Consultant may identify any conspicuous errors or omissions on a submittal without prejudice to being held harmless to Contractor's examinations and responsibilities.
- E. Organize and transmit submittals in logical groupings to facilitate interrelation of several items.
  - 1. Finishes which involve Architect selection of colors, textures, or patterns.
  - 2. Associated items that require correlation for efficient function or for installation.
- F. For each submittal for review, allow five (5) days excluding delivery time to and from the Contractor.
- G. Where the submitted product is the specified product and shop drawings are not otherwise required, provide product data sufficient to prove it is the specified product.
- H. For each revised submittal for review, identify all changes made since previous submission.
  - 1. If the resubmittal process involves three or more submissions due to Contractor's fault, the Architect, at his discretion, may charge the Contractor for the Architect's time or time incurred by the Architect's Consultants by submitting a bill to the Owner, who may deduct the amount from the Contractor's application for payment.
- I. Distribute reviewed submittals, bearing Architect's approval stamp, as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- J. Multiple submittals of unacceptable materials will result in Contractor being charged for the Architect's time reviewing them.
- K. Do not fabricate products or begin Work requiring submittals until return of submittal with Architect's approval.

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**SECTION 013216**  
**CONSTRUCTION PROGRESS SCHEDULE**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Preliminary schedule.
- B. Construction progress schedule, bar chart type.

**1.02 RELATED SECTIONS**

- A. Section 011000 - Summary: Work sequence.
- B. Section 013000 - Administrative Requirements: Daily construction reports.

**1.03 REFERENCE STANDARDS**

- A. AGC (CPSM) - Construction Planning and Scheduling Manual; 2012.
- B. M-H (CPM) - CPM in Construction Management - Project Management with CPM 2015.

**1.04 SUBMITTALS**

- A. Within fourteen (14) days after date established in Notice to Proceed, submit preliminary schedule defining planned operations for the first 45 days of Work, with a general outline for remainder of Work and a cash requirement prediction based on indicated activities.
- B. If preliminary schedule requires revision after review, submit revised schedule within 5 days.
- C. Within 10 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
- D. Submit updated schedule with each Application for Payment.
- E. Abatement Contractor shall submit updated, complete schedule for all Work with each Application for Payment. **Emailed PDF of same is required upon submittal of Payment Applications to Owner and Architect.**

**1.05 QUALITY ASSURANCE**

- A. Scheduler: Contractor's personnel or specialist Consultant specializing in CPM scheduling with three years minimum experience in scheduling construction work of a complexity comparable to this Project and having use of computer facilities capable of delivering a detailed graphic printout within 48 hours of request.
- B. Contractor's Administrative Personnel: Three years minimum experience in using and monitoring CPM schedules on comparable projects.

**1.06 SCHEDULE FORMAT**

- A. Listings: In chronological order according to the start date for each activity. Identify each activity with the applicable specification section number.
- B. Diagram Sheet Size: Maximum 22 x 17 inches.
- C. Sheet Size: Multiples of 11 x 17 inches.
- D. Scale and Spacing: To allow for notations and revisions.

## **PART 2 PRODUCTS - NOT USED**

## **PART 3 EXECUTION**

### **3.01 SCHEDULE - GENERAL**

- A. The schedule prepared by the Contractor shall be the governing schedule.
- B. Coordinate work with all Subconsultants so that the work and schedule are not impeded.
- C. Modify schedules from commencement of work to completion of work.
- D. It is the specific responsibility of the Contractor to respond in a timely manner to perform work to maintain the schedule. Failure to do so will be reflected in delay damages.

### **3.02 PRELIMINARY SCHEDULE**

- A. Prepare preliminary schedule in the form of a horizontal bar chart.

### **3.03 CONTENT**

- A. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction.
- B. Identify work of separate stages and other logically grouped activities.
- C. Identify major milestones, including but not limited to, Project completion, punchlist, and turnover.
- D. Illustrate order and interdependence of activities and sequence of Work; how start of a given activity depends on completion of preceding activities and how completion of the activity may restrain start of following activities.
- E. Show accumulated percentage of completion of each item, and total percentage of Work completed, as of the first day of each month.
- F. Coordinate content with schedule of values specified in Section 012000 - Price and Payment Procedures.
- G. Provide legend for symbols and abbreviations used.
- H. Show sufficient detail to allow visual checking of progress on a bi-monthly basis.

### **3.04 BAR CHARTS**

- A. Include a separate bar for each major portion of Work or operation.
- B. Identify the first workday of each week.

### **3.05 REVIEW AND EVALUATION OF SCHEDULE**

- A. Participate in joint review and evaluation of schedule with Project Coordinator at each submittal.
- B. Evaluate project status to determine work behind schedule and work ahead of schedule.
- C. After review, revise as necessary as result of review, and resubmit within 3 days.

### **3.06 UPDATING SCHEDULE**

- A. Maintain schedules to record actual start and finish dates of completed activities.
- B. Indicate progress of each activity to date of revision, with projected completion date of each activity.
- C. Update diagrams to graphically depict current status of Work.
- D. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.
- E. Indicate changes required to maintain Date of Substantial Completion.

### **3.07 DISTRIBUTION OF SCHEDULE**

- A. Distribute copies of updated schedules to Architect, Owner, AST, and other concerned parties.



- B. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules.

### 3.08 RECOVERY SCHEDULE

- A. When periodic update indicates the Work is ten (10) 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.
- B. Indicate changes to working hours, working days, crew sizes, and equipment required to achieve compliance, and date by which recovery will be accomplished.

### 3.09 DELAYS

- A. Delays in the schedule will be determined through the Agreement and the General Conditions of the Contract.

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**END OF SECTION**

**SECTION 014100  
REGULATORY REQUIREMENTS**

**PART 1 GENERAL**

**1.01 REGULATIONS**

- A. All applicable Federal and State Laws, municipal ordinances, and the rules and regulations, of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.
- B. The Contractor shall conform to the Federal OSHA and State of New York construction safety requirements. The Contractor's attention is specifically directed to the provisions of the OSHA Safety and Health Standards for Construction, which require that all banks and trenches, over a specified height, shall be shored or sloped to insure stability of the walls of the excavation.
- C. All additional costs, if any incurred by reason of any necessity of complying with such laws, ordinances, rules and regulations, as the same may from time to time be amended, shall be borne by the Contractor. The governing agency shall have no duty to inform the Contractor of such laws, ordinances, rules and regulations or amendments thereto.
- D. TAXES:
  - 1. The Contractor shall pay for any and all taxes, occupational, privilege, license, excise, gross income, gross receipts, sales, use, payroll, documentary or other taxes applicable to this contract which are effective or are scheduled to become effective thirty (30) days after the date of Proposals.
- E. UNEMPLOYMENT COMPENSATION:
  - 1. The Contractor shall comply with the State Unemployment Insurance or Compensation Act and wherever permissible shall elect to become subject to the Act.
- F. LICENSE/REGISTRATION:
  - 1. For work in states where contractor License Laws are in effect, the Contractor must be licensed or registered, and submit a statement or other evidence in the form prescribed by law, giving number, date, and/or expiration date of his License.
- G. PERMITS:
  - 1. The Owner will waive all fees for the General Building Permit.
  - 2. Contractor shall procure and pay for all permits; inspections, licenses, and approvals necessary for the execution of is contract including, **but not limited to**, the following:
    - a. General Building Permit
    - b. Electrical Permit and/or Inspections
    - c. Department of Health
    - d. As defined in Section 028200 – Asbestos Abatement

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## SECTION 014216 DEFINITIONS

### PART 1 GENERAL

#### 1.01 SUMMARY

- A. This section supplements the definitions contained in the General Conditions.
- B. Other definitions are included in individual specification sections.

#### 1.02 DEFINITIONS

- A. Allowance: A sum of money set aside in the Contract for items which have not been selected and specified in the Contract Documents. See Section 012100 - Allowances.
- B. Approved: When used in conjunction with the Architect's action on the Contractor's submittals, applications, and requests, is limited to the Architect's duties and responsibilities as stated in the Conditions of the Contract. See AIA A201, 3.12.8.
- C. Directed: Terms such as "directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean directed by the Architect, requested by the Architect, and similar phrases.
- D. Equal: Like in quality, nature or status and consistent with the design intent. A material or product deemed "equal" may be accepted by the Architect in place of the specified material or product. See also Section 016000 - Product Requirements. A cost or time change to the Contract may **NOT** result.
- E. Equivalent: Something that performs substantially the same as the specified item in substantially the same way and is consistent with the design intent. A material or product deemed "equivalent" by the Architect may be accepted as a substitution for a specified material or product. A cost or time change to the Contract may **NOT** result. See also Section 016000 - Product Requirements.
- F. Fire Resistance Rating: Time rating (in hours) in accordance with Underwriters Laboratories Fire Resistance Directory listings.
- G. Furnish: Supply and deliver to the Project Site, ready for unloading, unpacking, assembly, installation, and similar operations for a complete system.
- H. Indicated: Referring to graphic representations, notes, or schedules on the Drawings, or other paragraphs or Schedules in the Specifications, and similar requirements in the Contract Documents. Terms such as "shown," "noted," "scheduled," and "specified" are used to help the reader locate the reference. Location is not limited.
- I. Install: To unpack, assemble, erect, apply, place, finish, cure, protect, clean, start up, and make ready for use. Actions at the Project Site including the actual unloading, unpacking, assembly, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations for a complete system.
- J. Product: Material, machinery, components, equipment, fixtures, and systems forming the work result. Not materials or equipment used for preparation, fabrication, conveying, or erection and not incorporated into the work result. Products may be new, never before used, or re-used materials or equipment.
- K. Project Manual: The book-sized volume that includes the procurement requirements (if any), the contracting requirements, and the specifications.
- L. Project Site: the space available to the Contractor for performing construction activities, either exclusively or in conjunction, with others performing other work as part of the Project. The extent of the Project Site is shown on the Drawings and may or may not be identical with the description of the land on which the Project is to be built.
- M. Provide: To furnish and install, complete and ready for intended use.

- N. Regulations: Includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.
- O. Similar: A designation or note shown as “sim.” that indicates other areas may have the same basic properties of material size, etc. with some small changes.
- P. Substitution: An accepted equivalent product or material that is used in place of the specified product or material. “Substitutions” must be reviewed by the Architect in advance of standard submittal process. See also Section 016000 - Product Requirements. A cost or time change to the Contract may **NOT** result.
- Q. Supply: Same as Furnish.
- R. The words “Specification” and “Project Manual” are interchangeable, both referring to this document.
- S. Typical: A designation or note shown as “type” that indicates the included description of materials, sizes, etc. applies to all like circumstances, unless noted otherwise.

### 1.03 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
  - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.
- D. Abbreviations and Acronyms for Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the organizations responsible for the standards and regulations.

### 1.04 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Thomson Gale's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the U.S."

## **PART 2 PRODUCTS - NOT USED**

## **PART 3 EXECUTION - NOT USED**

## **END OF SECTION**

**SECTION 015000**  
**TEMPORARY FACILITIES AND CONTROLS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Sanitary facilities.
- B. Temporary Controls: Barriers, enclosures, and fencing.
- C. Waste removal facilities and services.

**1.02 RELATED REQUIREMENTS**

- A. Section 028200 – Asbestos Abatement
- B. Section 015500 - Vehicular Access and Parking.

**1.03 REFERENCE STANDARDS**

- A. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials 2022.
- B. ASTM E90 - Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements 2009 (Reapproved 2016).

**1.04 REFERENCES**

- A. NFPA 10 - Standard for Portable Fire Extinguishers
- B. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations, 2022

**1.05 SUMMARY**

- A. This Section specifies requirements for temporary services and facilities, including construction support facilities, security, and protection.
- B. Existing utilities for contractor use without metering or use charges include:
  - 1. Existing electric power and light.
    - a. The Owner will supply single-phase electric power for use by the contractor.
    - b. All other power requirements will be at the expense of the contractor requiring said power.
  - 2. Water for project use:
    - a. Use of Owner's water service will be permitted, so long as facilities are cleaned and maintained in a condition acceptable to Owner. At or prior to Substantial Completion, restore these facilities to condition existing before initial use.

**1.06 SUBMITTALS**

- A. Collection and disposal of waste plan.

**1.07 QUALITY ASSURANCE**

- A. Regulations: Comply with industry standards and applicable laws and regulations of authorities having jurisdiction including, but not limited to:
  - 1. Building Code requirements.
  - 2. Health and safety regulations.
  - 3. Environmental protection regulation
  - 4. OSHA regulations.
  - 5. NYS Department of Labor, Code 56

- B. Contractor to provide for the safety of its personnel and the public.
- C. Enforce strict discipline in use of existing facilities to essential and intended uses to minimize waste and abuse.
- D. Provide protection, operate existing facilities, and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, waterways and subsoil might be contaminated, polluted, or that other undesirable effects might result.
- E. Avoid use of tools and equipment, which produce harmful noise.
- F. Restrict use of noise making tools and equipment during times that will minimize complaints from persons or firms near the site.

#### 1.08 FIELD CONDITIONS

- A. Keep existing services and facilities clean and neat in appearance.
- B. Take necessary fire prevention measures.
- C. Do not overload facilities or permit them to interfere with progress.
- D. Do not allow unsanitary conditions or public nuisances to develop or persist on the site.
- E. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation and similar facilities where required to achieve indicated results.

#### 1.09 EXISTING SANITARY FACILITIES

- A. Use of existing facility restrooms is permitted during the execution of the project.
- B. Maintain daily in clean and sanitary condition.

#### 1.10 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site, to separate construction activities from Owner's activities and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

#### 1.11 INTERIOR ENCLOSURES

- A. Provide temporary partitions and ceilings as indicated to separate work areas, to prevent penetration of dust, moisture, and hazardous materials, and to prevent damage to existing materials and equipment.
- B. Construction: See Section 028200 – Asbestos Abatement
- C. Tarpaulins for Use with Interior Enclosures: See Section 028200 – Asbestos Abatement.

#### 1.12 SECURITY

- A. Provide security and facilities to protect Work, materials, equipment, and Owner's operations from unauthorized entry, vandalism, or theft.
  - 1. Contractor shall be responsible to provide secure lockup of its company-owned materials and equipment.
- B. Maintain security procedures, controls, and services from start of Work until time of project completion.

#### 1.13 VEHICULAR ACCESS AND PARKING - SEE SECTION 015500

#### 1.14 WASTE REMOVAL

- A. See Section 017419 - Construction Waste Management and Disposal, for additional requirements.
- B. Provide waste removal facilities, dumpsters, and services as required to maintain the site in clean and orderly condition.
- C. Contractor shall provide containers with lids. Contractor shall remove trash from site weekly.



- D. Comply with NFPA 241 for removal of combustible waste and debris. Enforce requirements strictly.
- E. Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly.
- F. Do not hold materials more than seven (7) days during normal weather or three (3) days when the temperature is expected to rise above 80 degrees F (27 degrees C).
- G. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.
- H. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.
- I. If Contractor fails or neglects to remove debris and dispose of it properly, the Contractor will be given one day to correct the problem. Architect will direct cleaning by an outside company. Costs for said cleaning company and the Architect's associated time will be back-charged to Contractor in accordance with the General Conditions of the Contract.

#### 1.15 SCAFFOLDING, LADDERS, CHUTES, AND RELATED EQUIPMENT

- A. Provided by Contractor as required to complete its work.
- B. Provide scaffolding, ladders, planks, chutes, and related equipment fabricated from sound "materials" and of adequate dimension for the intended use.
- C. Protective tarpaulins or other wind breaks shall be used whenever work is being done during cold or inclement weather.
- D. Ladders shall be of sound materials and free of defects that would impair their strength.

### PART 2 PRODUCTS

#### 2.01 EQUIPMENT

- A. General: Provide new equipment. Undamaged, previously used equipment in serviceable condition may be used if acceptable to the Architect. Provide equipment suitable for use intended.
- B. Water Hoses: 3/4" heavy-duty abrasion-resistant flexible rubber; 100 ft. long; pressure rating greater than the maximum pressure of the water distribution system; adjustable shut-off nozzles at hose discharge.
- C. Electrical Power Cords: 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.
- D. Fire Extinguishers: Hand-carried, portable UL-rated "Class A" fire extinguishers for field offices, sheds, 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 241 for classification, extinguishing agent and size required by location and class of fire exposure.

### PART 3 EXECUTION - NOT USED

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## **SECTION 015100 TEMPORARY UTILITIES**

### **PART 1 GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Temporary Utilities: Electricity, lighting, heating, ventilation, and water.

#### **1.02 RELATED REQUIREMENTS**

- A. Section 015000 - Temporary Facilities and Controls:
  - 1. Sanitary facilities required by law.
  - 2. Other equipment related to temporary utilities.

#### **1.03 REFERENCES**

- A. ANSI A10 Series - Safety Requirements for Construction and Demolition
- B. NFPA 70 - National Electrical Code, 2020.
- C. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2013

#### **1.04 QUALITY ASSURANCE**

- A. Comply with requirements of NFPA 241, ANSI-A10, and NEC.

#### **1.05 EXISTING ELECTRICITY**

- A. Cost: By Owner.
- B. Use of all existing building power outlets for abatement work scope is permitted.
- C. Provide power cords, etc. as needed for work scope.
- D. Follow additional requirements as noted in Section 028200 – Asbestos Abatement.

#### **1.06 EXISTING LIGHTING FOR CONSTRUCTION PURPOSES**

- A. Existing building lighting provided by Owner.
- B. Maintain lighting and provide routine repairs.
- C. Where work scope requires additional, portable lighting, provide as needed.

#### **1.07 EXISTING HEATING**

- A. Cost of Energy: By Owner.
- B. Maintain minimum ambient temperature of 50 degrees F in areas where work scope is in progress, unless indicated otherwise in specification Section 028200 – Asbestos Abatement.
- C. Minimize energy consumption.
- D. Leave heating set at 50 degrees F upon Final Completion or as approved by the Architect.

#### **1.08 EXISTING COOLING**

- A. Cost of Energy: By Owner.
- B. Provide cooling as needed to maintain specified conditions for work scope.
- C. Maintain maximum ambient temperature of 80 degrees F in areas where construction is in progress, unless indicated otherwise in specification Section 028200 – Asbestos Abatement.
- D. Minimize energy consumption,

#### **1.09 VENTILATION**

- A. Provide ventilation equipment as required to maintain clean air for work scope per Section 028200 – Asbestos Abatement.

**1.10 EXISTING WATER SERVICE**

- A. Cost of Water Used for work scope: By Owner.
- B. Connect to existing water source.
  - 1. Exercise measures to conserve water.

**1.11 EXISTING SEWER SERVICE**

- A. Follow all guidelines and restrictions as noted in Section 028200 – Asbestos Abatement.
- B. Filter out excessive amounts of soil, debris, oils, and other similar contaminants that might clog sewer or pollute waterways before discharge.
- C. Maintain existing sewers and drainage facilities in a clean, sanitary condition. Following heavy use, restore normal conditions promptly.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

**SECTION 015500**  
**VEHICULAR ACCESS AND PARKING**

**PART 1 GENERAL**

1.01 SECTION INCLUDES

- A. Parking.
- B. Existing pavements and parking areas.
- C. Haul Routes.
- D. Maintenance.

1.02 RELATED REQUIREMENTS

- A. Section 011000 - Summary: For access to site, work sequence, and occupancy.

**PART 2 PRODUCTS – NOT USED**

**PART 3 EXECUTION**

3.01 MAINTAINANCE OF FREE AND UNOBSTRUCTED ACCESS FOR FIRE DEPARTMENT EQUIPMENT AND PERSONNEL

- A. This fire station is an essential facility. All contractors must, at all times, conduct their work in such a manner so as to NOT interfere with the work of the Fire Department.
- B. Egress of firefighters and emergency equipment on and off the site is NEVER to be obstructed or delayed.
- C. EXTREME CARE is to be taken in the selection of locations to store construction equipment and material. Any intended locations must be approved by the Owner, Project Coordinator and Architect.

3.02 ACCESS ROADS

- A. Use of existing on-site streets and driveways for construction traffic is permitted.
- B. Tracked vehicles not allowed on paved areas.
- C. Provide unimpeded access for emergency vehicles at South Street Bays.
- D. Provide and maintain access to fire hydrants free of obstructions.

3.03 PARKING

- A. Use of designated areas of existing parking facilities by construction personnel is permitted within southern parking lot only.
- B. When site space is not adequate, provide additional off-site parking at no additional cost to Owner.
- C. Locate as approved by Architect, Project Coordinator, or both.

3.04 CONSTRUCTION PARKING CONTROL

- A. Control vehicular parking to prevent interference with public traffic and parking, access by emergency vehicles, and Owner's operations.
- B. Monitor parking of construction personnel's vehicles in existing facilities. Maintain vehicular access to and through parking areas.
- C. Prevent parking on or adjacent to access roads or in non-designated areas.

### 3.05 HAUL ROUTES

- A. Consult with the State Department of Transportation, establish public thoroughfares to be used for haul routes and site access.
- B. Consult with local authorities to establish public thoroughfares to be used for haul routes and site access.
- C. Confine construction traffic to designated haul routes.
- D. Provide traffic control at critical areas of haul routes to regulate traffic, to minimize interference with public traffic.

### 3.06 MAINTENANCE

- A. Maintain traffic and parking areas in a sound condition free of construction equipment and debris.

**END OF SECTION**

## **SECTION 016000 PRODUCT REQUIREMENTS**

### **PART 1 GENERAL**

#### **1.01 SECTION INCLUDES**

- A. General product requirements.
- B. Transportation, handling, storage and protection.

#### **1.02 RELATED REQUIREMENTS**

- A. Section 028200 – Asbestos Abatement: Product descriptions and use.

#### **1.03 SUBMITTALS**

- A. Proposed Products List: Submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
  - 1. Submit within 3 days after date established of apparent low bidder.
- B. Product Data Submittals: Submit as requested/required per Section 028200.

### **PART 2 PRODUCTS**

#### **2.01 NEW PRODUCTS**

- A. Provide new products unless specifically required or permitted by Contract Documents.
- B. Use of products having any of the following characteristics is not permitted:
  - 1. Made outside the U.S., its territories, Canada, or Mexico, unless otherwise unavailable.
  - 2. Made using or containing CFC's.
  - 3. Made using HCFC's during the manufacturing process.
- C. Where other criteria are met, Contractor shall give preference to products that:
  - 1. Are extracted, harvested, and/or manufactured closer to the location of the project.
  - 2. Have longer documented life span under normal use.
  - 3. Result in less construction waste. See Section 017419

#### **2.02 PRODUCT OPTIONS – SEE SECTION 028200**

### **PART 3 EXECUTION**

#### **3.01 TRANSPORTATION AND HANDLING**

- A. If special precautions are required, attach instructions prominently on outside of packaging.

#### **3.02 STORAGE AND PROTECTION**

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication. See Section 017419.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.

- F. Provide off-site storage and protection when site does not permit on-site storage or protection at no additional cost to Owner.
- G. Protect products from damage/deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight, ultraviolet light, dirt, dust and other contaminants.
- H. Do not store products directly on the ground.

**END OF SECTION**



**SECTION 017000**  
**EXECUTION AND CLOSEOUT REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Examination, preparation, and general installation procedures.
- B. Requirements for alterations work, including selective demolition, except removal, disposal, and/or remediation of hazardous materials and toxic substances.
- C. Pre-installation meetings.
- D. Cutting and patching.
- E. Surveying for laying out the work.
- F. Cleaning and protection.
- G. Starting of systems and equipment.
- H. Tags and labels for systems and equipment.
- I. Demonstration and instruction of Owner personnel.
- J. Closeout procedures, including Contractor's and All Prime Contractor's Correction Punch List, except payment procedures.
- K. General requirements for maintenance service.

**1.02 RELATED REQUIREMENTS**

- A. Section 028200 – Asbestos Abatement: General procedures.
- B. Section 015000 - Temporary Facilities and Controls: Temporary exterior enclosures.
- C. Section 015000 - Temporary Facilities and Controls: Temporary interior partitions.
- D. Section 015100 - Temporary Utilities: Temporary heating, cooling, and ventilating facilities.
- E. Section 017419 - Construction Waste Management and Disposal: Additional procedures for trash/waste removal, recycling, salvage, and reuse.

**1.03 REFERENCE STANDARDS**

- A. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations 2022, with Errata (2021).

**1.04 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Project Record Documents: Accurately record actual locations of sealed exterior portions of construction that have been opened, remediated and properly sealed against weather.

**1.05 QUALIFICATIONS – SEE SECTION 028200**

**1.06 COORDINATION**

- A. See Section 028200 for project-related coordination and monitoring procedures.
- B. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of the work.
- C. Coordinate completion and clean-up of work of separate sections.

## **PART 2 PRODUCTS**

### **2.01 PATCHING MATERIALS**

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Examine and verify specific conditions described in individual specification sections.
- C. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- D. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

### **3.02 CUTTING AND PATCHING**

- A. Perform whatever cutting and patching is necessary to:
  - 1. Complete the work.

### **3.03 PROGRESS CLEANING**

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing and continue cleaning to eliminate dust.
- D. Execute cleaning to prevent contamination of wet or newly coated surfaces or of equipment.
- E. Collect and remove waste materials, debris, and trash/rubbish from site twice a week and dispose off-site; do not burn or bury.

### **3.04 FINAL CLEANING**

- A. Execute final cleaning prior to final project assessment.
  - 1. Clean areas to be occupied by Owner prior to final completion before Owner occupancy.
- B. Use cleaning materials that are nonhazardous.
- C. Remove temporary protection and labels not otherwise required to remain.

### **3.05 CLOSEOUT PROCEDURES**

- A. Make submittals that are required by governing or other authorities.
  - 1. Provide copies to Architect and Owner.
- B. Accompany Owner's Representative on preliminary final inspection.
- C. Notify Architect when work is considered finally complete and ready for Architect's Substantial Completion final inspection.
- D. Complete items of work determined by Architect listed in executed Certificate of Substantial Completion.

### 3.06 CONTRACT CLOSE OUT FORMS AND INSTRUCTIONS

- A. AIA Document G704 - Certification of Substantial Completion (Issued by Architect)
  - 1. The G704 must be signed and dated by an authorized representative of the Contractor.
  - 2. Three signed originals must be submitted to the Architect.
- B. AIA Document G706 - Affidavit and Waiver of Lien
  - 1. Fill in all blanks of the form completely.
  - 2. The G706 must be signed and dated by Contractor's authorized representative and notarized.
  - 3. Three signed and notarized originals must be submitted to the Architect.
- C. AIA Document G702 - Application and Certificate for Payment
- D. AIA Document G707 - Consent of Surety to Final Payment
  - 1. Fill in all blanks of the form completely.
  - 2. The G707 must be signed and dated by the Surety's authorized representative and notarized.
  - 3. Three signed and notarized originals must be submitted to the Architect.

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**SECTION 017419**  
**CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL**

**PART 1 GENERAL**

**1.01 WASTE MANAGEMENT REQUIREMENTS**

- A. Owner requires that this project generate the least amount of trash and waste possible.
- B. Employ processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.
- C. Minimize trash/waste disposal in landfills; reuse, salvage, or recycle as much waste as economically feasible.
- D. Contractor shall submit periodic Waste Disposal Reports; all landfill disposal, recycling, salvage, and reuse must be reported regardless of to whom the cost or savings accrues; use the same units of measure on all reports.
- E. Contractor shall develop and follow a Waste Management Plan designed to implement these requirements.
- F. Methods of trash/waste disposal that are not acceptable are:
  - 1. Burning on the project site.
  - 2. Burying on the project site.
  - 3. Dumping or burying on other property, public or private.
  - 4. Other illegal dumping or burying.
  - 5. Incineration, either on- or off-site.
- G. Regulatory Requirements: Contractor is responsible for knowing and complying with regulatory requirements, including but not limited to Federal, state and local requirements, pertaining to legal disposal of all construction and demolition waste materials.

**1.02 RELATED REQUIREMENTS**

- A. Section 013000 - Administrative Requirements: Additional requirements for project meetings, reports, submittal procedures, and project documentation.
- B. Section 015000 - Temporary Facilities and Controls: Additional requirements related to trash/waste collection and removal facilities and services.
- C. Section 016000 - Product Requirements: Waste prevention requirements related to delivery, storage, and handling.
- D. Section 028200 – Asbestos Abatement

**1.03 DEFINITIONS – SEE SECTION 028200**

**1.04 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Submit Waste Management Plan within (3) three days after receipt of Notice of apparent low bidder.
- C. Waste Management Plan: Include the following information:
  - 1. See Section 028200 – Asbestos Abatement.
- D. Waste Disposal Reports: Include the following information:
  - 1. See Section 028200 – Asbestos Abatement.

**PART 2 PRODUCTS – NOT USED**

**PART 3 EXECUTION**

3.01 WASTE MANAGEMENT PROCEDURES – SEE SECTION 028200

3.02 WASTE MANAGEMENT PLAN IMPLEMENTATION – SEE SECTION 028200

**END OF SECTION**

**SECTION 017800  
CLOSEOUT SUBMITTALS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Project record documents.

**1.02 RELATED REQUIREMENTS**

- A. Section 005000 - Contracting Forms and Supplements: Forms required for contract closeout.
- B. Section 007200 - General Conditions: Performance bond and labor and material payment bonds, warranty, and correction of work.
- C. Section 017000 - Execution and Closeout Requirements: Contract closeout procedures.
- D. Section 028200 – Asbestos Abatement: Closeout project requirements.

**1.03 SUBMITTALS**

- A. Contract Closeout Forms: See Section 005000 for closeout forms and instructions. Submit with claim for Application for Final Payment in accordance with Section 012000.
- B. Project Record Documents: Submit documents to Architect within three (3) calendar days of certified Date of Substantial Completion.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION**

**3.01 PROJECT RECORD DOCUMENTS**

- A. Maintain on site two (2) sets of the following record documents; record actual revisions to the Work:
  - 1. Drawings.
  - 2. Specifications.
  - 3. Addenda.
  - 4. Change Orders and other modifications to the Contract.
  - 5. Reviewed shop drawings, product data, and samples.
  - 6. Field record survey.
  - 7. MSDS Sheets.
  - 8. Field test and inspection reports.
  - 9. Additional record documents: As specified in individual product specification sections.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Record information concurrent with project progress.

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**END OF SECTION**



**SECTION 028200  
ASBESTOS ABATEMENT**

**PART I – GENERAL**

**1.01 DESCRIPTION**

- A. All work under this contract shall be performed in strict accordance with the specifications and all applicable laws for asbestos removal projects. The Abatement Contractor shall furnish all labor, materials, supervision, services, insurance and equipment necessary for the complete and total removal of Asbestos-containing Materials (ACM) as described herein, in attachments to the specification, Job Specific Variance(s) and/or as directed by the City of Beacon (here-in-after the "Owner") and/or the Owners Representative(s) to support the ***Beacon Fire Station Abatement Project***.
- B. Abatement Contractor shall provide for personnel air monitoring to satisfy OSHA regulation 29 CFR Parts 1926.1101(f). All work performed shall be in strict accordance with applicable provisions and regulations promulgated under New York State Department of Labor, Industrial Code 56 (ICR-56).
- C. The Abatement Contractor shall satisfy the requirements for asbestos projects issued by the New York State Department of Labor concerning licensing and certification; notification; equipment; removal and disposal procedures; engineering controls; work area preparation; decontamination and clean-up procedures; and personnel air monitoring.
- D. The Abatement Contractor shall be responsible for submittal of asbestos project notification(s) and applicable fees to EPA and NYSDOL concerning this project. Project notification(s) shall be made for the cumulative total of ACM to be removed as required by ICR-56-3.4. Work practices for each individual work area established shall be consistent with the quantity of ACM contained within that work area as defined in ICR-56-2.
- E. The scope of work under this contract shall include the following:
  - 1. All asbestos-containing materials (ACM) shall be removed in accordance with these specifications. The Abatement Contractor is responsible for field verification of estimated quantities, locations and other site conditions that may affect work.
  - 2. All fixed objects remaining within the work area(s) shall be protected as required by Title 12 NYCRR Section 56-7.10(b) and as described in these specifications.
  - 3. The containerization, labeling and disposal of all asbestos waste in accordance with applicable city, state and federal regulations and these specifications.
  - 4. The Abatement Contractor will be responsible for repairing all building components damaged during abatement including, but not limited to, ceiling tiles, ceiling finishes, wall finishes and/or floor finishes, etc.
  - 5. The Abatement Contractor shall be responsible for any and all demolition required to access materials identified in scope of work and on associated drawings.

6. Concealed conditions that are exposed and may require additional work shall be brought to the attention of the Owner(s) immediately. The Abatement Contractor shall not abate these areas without a written notice to proceed. If the Abatement Contractor removes additional asbestos prior to the order to proceed the additional work will not be acknowledged.
7. Permissible working hours shall be Monday through Friday 7:00 A.M. to 4:00 P.M. and/or as defined by the Owner(s) and/or Owner's Representative(s). Holidays shall be considered weekends and not included for working days. Upon written approval from the Owner, the Abatement Contractor may work past these hours. The Abatement Contractor will incur any and all costs associated for work performed beyond the defined schedule including, but not limited to: abatement activities, project/air monitoring, custodial/staffing labor, overtime, mobilizations, etc.
8. Buildings will be turned over to the Abatement Contractor as is. At that time, all electrical services and HVAC systems in the proposed work areas will be shut down. Electricity and water supply will be maintained in the building for use by the Abatement Contractor. The Abatement Contractor is responsible for securing all power in the work area(s) and establishing all temporary GFCI hookups necessary to complete his work.
9. The Abatement Contractor shall remove all identified Asbestos-containing Materials (ACM) to building substrate(s); in areas indicted. Subsequent to final air clearances, the substrate(s) shall be washed with a neutralizing agent to prepare the substrate to accept new floor covering and eliminate residual odors.
10. The Abatement Contractor must coordinate location of waste containers with the Facility and the Owner. Deliveries and storage of equipment must be coordinated with the Facility and the Owner.
11. All "Large" and "Small" asbestos abatement projects, as defined by 12 NYCRR56 shall not be performed while the building is occupied. The term "building" means a wing or major section of a building that can be completely isolated from the rest of the building with sealed non-combustible construction. The isolated portion of the building must contain exists that do not pass through the occupied portion(s) and ventilation systems must be physically separated and sealed at the isolation barriers.

## **1.02 PRE-CONTRACT SUBMITTALS**

Within three (3) days after bids are opened, the three (3) apparent low bidders shall be required to submit the following documentation:

A. Resume': Shall include the following:

1. Provide a list of projects of similar nature performed within the past two (2) years and include the dollar value of all projects. Provide project references to include owner, consultant, and air monitoring firms' name, contact person, address, and phone number, include location of project and date of completion.
2. Abatement Contractor license issued by New York State Department of Labor for asbestos work in accordance with ICR-56-3.

3. A list of owned equipment available to be used in the performance of the project.
4. The number of years engaged in asbestos removal.
5. An outline of the worker training courses, and medical surveillance program conducted by the Abatement Contractor.
6. A standard operating procedures manual describing work practices and procedures, equipment, type of decontamination facilities, respirator program, special removal techniques, etc.
7. Documentation to the satisfaction of the Owner pertaining to the Abatement Contractor's financial resources available to perform the project. Such data shall include, but not be limited to, the firm's balance sheet for the last fiscal year.

#### B. Citations/Violations/Legal Proceedings

1. Submit a notarized statement describing any citations, violations, criminal charges, or legal proceedings undertaken or issued by any law enforcement, regulatory agency, or consultant concerning performance on previous asbestos abatement contracts. Briefly describe the circumstances citing the project and involved persons and agencies as well as the outcome of any actions.
2. Answer the question: "Has your firm or its agents been issued a Stop Work order on any project within the last two years?" If "Yes" provide details as discussed above.
3. Answer the question: "Are you now, or have you been in the past, a party to any litigation or arbitrations arising out of your performance on Asbestos Abatement Contracts?" If "Yes" provide details as discussed in 1. above.
4. Describe any liquidated damages assessed within the last two years.

#### C. Preliminary Schedule

1. Provide a detailed schedule including work dates, work shift times, estimate of manpower to be utilized and the start and completion date for completion of each major work area.

### 1.03 DOCUMENTATION

- A. The Abatement Contractor shall be required to submit the following and receive the Consultant's approval prior to commencing work on this project:
  1. Provide documentation of worker training for each person assigned to the project. Documentation shall include copies of each workers valid New York State asbestos handler certificates (for those employees who may perform asbestos removal), documentation of current respirator fit test and current OSHA required training and medical examination.

2. The attached "Asbestos Employee Medical Examination Statement" and "Asbestos Employee Training Statement" forms shall be completed, signed and submitted for each worker assigned to the project. Records of all employee training and medical surveillance shall be maintained for at least forty (40) years. Copies of the records shall be submitted to the Consultant prior to commencement.
3. The Abatement Contractor shall submit proof of a current, valid license issued by the New York State Department of Labor pursuant to the authority vested in the Commissioner by section 906 of the Labor Laws, and that the employees performing asbestos related work on this project are certified by the State of New York as required in Part 56 of Title 12 of the Official Compilation of Codes, Rules and Regulations of the State of New York latest edition. Copies of all licenses shall be submitted prior to the commencement of the project.
4. The Abatement Contractor shall submit a written respiratory protection program meeting the requirements of 29 CFR 1910.134 to the Consultant.
5. The name, address, social security number and NYS DOL certificate number of the person(s) who will supervise the asbestos project.
6. The name and address of the deposit or waste disposal site or sites where the asbestos materials are to be deposited or disposed of. This site must be approved by the Owner. The manifesting procedure must also be specified.
7. The name, address and New York State Dept. of Environmental Conservation ID Number of any transporters that are to be used to transport waste.
8. A written Standard Operation Procedure (SOP) that is designed and implemented to maximize protection against human exposure to asbestos dust. The SOP shall take into consideration the workers, visitors, building employees, general public and environment. As a minimum the procedures must include the following:
  - a. Security for all work areas on an around-the-clock basis against unauthorized access.
  - b. Project organization chart including the phone numbers of at least two responsible persons who shall be authorized to dispatch men and equipment to the project in the event of an emergency; including weekends.
  - c. Description of protective clothing and NIOSH approved respirators to be used.
  - d. Description of all removal methods to be used, including HEPA air filtration and decontamination sequence with special emphasis on any procedure that may deviate from these specifications.
  - e. A list of manufacturers' certificates stating that all vacuums, negative air filtration equipment, respirators and air supply equipment meet OSHA and EPA requirements.
  - f. A list of all materials proposed to be furnished and used under this contract.

- g. Emergency evacuation procedures in the event of fire, smoke or accidents such as injury from falling, heat exposure, electrical shock, etc.
  - h. The name, address and ELAP number of the New York State Department of Health Certified Analytical Testing Laboratory the Contractor proposes to use for the OSHA monitoring.
  - 9. A detailed plan, in triplicate, for the phasing of the project, division of work areas and location of decontamination facilities, waste containers and temporary office.
  - 10. Work schedule, identifying firm dates and completion for actual areas. Bar chart or critical path chart indicating phases is required.
- B. The Abatement Contractor shall post their NYS DOL contractor's license and maintain a daily log documenting the dates and time of the following items within each personal decontamination unit:
- 1. Meetings; purpose, attendants, discussion (brief)
  - 2. Sign-in and sign-out of all persons entering the work area including name, date, time, social security number, position or function and general description of daily activity.
  - 3. Testing of barriers and enclosure systems using smoke tubes prior to the beginning of abatement activities and at least once a day thereafter until satisfactory clearance air monitoring results have been achieved.
  - 4. Inspection of all plastic barriers, twice daily, by the asbestos supervisor.
  - 5. Loss of enclosure integrity; special or unusual events, barrier breaches, equipment failures, etc.
  - 6. Daily cleaning of enclosures.
  - 7. Personnel air monitoring test results for OSHA Compliance. Results shall be posted at the work site within 24 hours of testing and copies supplied to the Owner within five (5) days of testing. Abnormalities shall be supplied to the Owner immediately.
- C. Documentation with confirmation signature of Consultant's representative of the following shall be provided by the Abatement Contractor at the final closeout of the project.
- 1. Testing of barriers and enclosure systems using smoke tubes shall be performed prior to the beginning of abatement activities and at least once a day thereafter until satisfactory clearance air monitoring results have been achieved.
  - 2. Inspection of all plastic barriers.
  - 3. Removal of all polyethylene barriers.
  - 4. Consultant's inspections prior to encapsulation.
  - 5. Removal of waste materials.

6. Decontamination of equipment (list items).
  7. Consultant's final inspection/final air tests.
- D. The Abatement Contractor shall provide records of all project information, to include the following which shall be submitted upon completion of the project and prior to approval of the Abatement Contractor's payment application:
1. The location and description of the abatement project.
  2. The name, address and social security number of the person(s) who supervised the asbestos project.
  3. Certified payroll documentation Pursuant to Article 8, Section 220 of the NYS Labor Law
  4. Copies of EPA/NYS DOL Asbestos Certificates for all Workers and Supervisors employed on the Project.
  5. Copies of Medical Approval and Respirator Fit Testing for all Asbestos Workers and Supervisors employed on the Project.
  6. Copies of Abatement Contractors Daily Sign-In Sheets & Logs for persons entering and leaving the work area. – Title 12 NYCRR Part 56-7.3.
  7. Copies of Abatement Contractor's personal air sampling laboratory results.
  8. The amounts and type of asbestos materials that was removed, enclosed, encapsulated, or disturbed.
  9. The name and address of the deposit or waste disposal site or sites where the asbestos waste materials were deposited or disposed of and all related manifests, receipts and other documentation associated with the disposal of asbestos waste.
  10. The name and address of any transporters used to transport waste and all related manifests, receipts and other documentation associated with the transport of asbestos waste.
  11. All other information that may be required by state, federal or local regulations.
  12. Copy of the Supervisor's Daily Project Log of events as described in 1.03 B, above.

#### **1.04 NOTIFICATIONS AND PERMITS**

- A. The Abatement Contractor shall be required to prepare and submit notifications to the following agencies at least ten (10) days prior to the commencement of the project:

1. Asbestos NESHAPS Contact  
U.S. Environmental Protection Agency  
NESHAPS Coordinator, Air Facilities Branch  
26 Federal Plaza  
New York, New York 10007  
(212) 264-7307
2. State of New York Department of Labor  
Division of Safety and Health  
Asbestos Control Bureau  
State Office Building Campus, Building 12, Room 454  
Albany, New York 12240
3. Owner(s): City of Beacon  
1 Municipal Plaza  
Beacon, NY 12508  
ATTN: Chris White, City Administrator  
Ph. (845) 838-5009  
E-mail. [cwhite@beaconny.gov](mailto:cwhite@beaconny.gov)
4. Environmental Consultant(s): Quality Environmental Solutions & Technologies, Inc. (QuES&T)  
1376 Route 9  
Wappingers Falls, New York 12590  
ATTN: Rudy Lipinski, Director of Field Operations  
Ph. (845) 298-6031  
E-mail. [rlipinski@qualityenv.com](mailto:rlipinski@qualityenv.com)

B. The notification shall include but not be limited to the following information:

1. Name and address of Owner.
2. Name, address and asbestos handling license number of the Abatement Contractor.
3. Address and description of the building, including size, age, and prior use of the building or area; the amount, in square feet or linear feet of asbestos material to be removed; room designation numbers or other local information where asbestos material is found, including the type of asbestos material (friable or non-friable).
4. Scheduled starting and completion dates for removal.
5. Methods to be employed in abating asbestos containing materials.
6. Procedures and equipment, including ventilating/exhaust systems, that will be employed to comply with the Code of Federal Regulation (CFR) Title 40, Part 61 of the U.S. Environmental Protection Agency.
7. The name and address of the carting company and of the waste disposal site where the asbestos waste will be deposited.

**NOTE:** Notifications shall be submitted using standard forms as may be used by the respective agency.

For DOL (NYS) include "Asbestos Project Notification" form (DOSHS-483) with proper fee, if required. For EPA include "Notification of Demolition and Renovation"; 40 CFR Part 61.

- C. The Abatement Contractor shall secure any permits required by the city, town, county, or state that may be required and the cost for obtaining the permit shall be included in his base bid.
- D. The Abatement Contractor shall erect warning signs around the work space at every point of potential entry into the work area in accordance with OSHA 1926.58k (2), (i). These signs shall bear the following information:

**DANGER**  
**CANCER AND LUNG DISEASE HAZARD**  
**AUTHORIZED PERSONNEL ONLY**  
**RESPIRATORS AND PROTECTIVE**  
**CLOTHING**  
**ARE REQUIRED IN THIS AREA**

- E. The Abatement Contractor shall post at entrances to the work place and immediate adjacent areas, notifications to building occupants which include the name and license number of the contractor, project location and size, amount and type of ACM, abatement procedures, dates of expected occurrence and name and address of the air monitor and laboratory in compliance with ICR 56-3.6.
- F. The Abatement Contractor shall post a list of emergency telephone numbers at the job site which shall include the Owner's Representative, police, emergency squad, local hospital, Environmental Protection Agency, N.Y. State Department of Labor, Occupational Safety and Health Administration and the local Department of Health.

## **1.05 APPLICABLE STANDARDS**

Except to the extent that more explicit or more stringent requirements are written directly into the contract documents, applicable standards of the construction industry have the same force and effects (and are made a part of contract documents by reference) as if copied directly into contract documents, or as if published copies were bound herewith. Resolution of overlapping and conflicting requirements, which result from the application of several different industry standards to the same unit of work, shall be by adherence to the most stringent requirement.

- A. Applicable standards listed in these Specifications form a part of this Specification and include, but are not necessarily limited to, standards promulgated by the following agencies and organizations:

- 1. ANSI:
  - American National Standards Institute
  - 1430 Broadway
  - New York, New York 10018



2. ASHRAE:  
American Society for Heating, Refrigerating  
and Air Conditioning Engineers  
1791 Tullie Circle NE  
Atlanta, Georgia 30329
3. ASTM:  
American Society for Testing and Materials  
1916 Race Street  
Philadelphia, Pennsylvania 19103
4. CFR  
Code of Federal Regulations Available  
from Government Printing Office  
Washington, District of Columbia 20402
5. CGA  
Compressed Gas Association  
1235 Jefferson Davis Highway  
Arlington, Virginia 22202
6. CS  
Commercial Standard of NBS  
(US Dept. of Commerce)  
Government Printing Office
7. EPA  
Environmental Protection Agency, Region II  
26 Federal Plaza  
New York, New York 10007  
Asbestos Coordinator - Room 802  
(212) 264-9538  
Part 61, Sub-Parts A & B  
National Emission Standard for Asbestos
8. FEDERAL SPECS  
Federal Specification (General Services Administration)  
7th and D Street, SW  
Washington, District of Columbia 20406
9. NBS  
National Bureau of Standards  
(US Department of Commerce)  
Gaithersburg, Maryland 20834
10. NEC  
National Electrical Code (by NFPA)

11. NFPA

National Fire Protection Association  
Batterymarch Park  
Quincy, Massachusetts 02269

12. NIOSH

National Institute for Occupational Safety and Health  
26 Federal Plaza  
New York, New York 10007

13. NYSDOH

New York State Department of Health  
Bureau of Toxic Substance Assessment  
Room 359 - 3rd Floor  
Tower Building Empire State Plaza  
Albany, New York 12237

14. NYSDEC

New York State Department of Environmental Conservation  
Room 136  
50 Wolf Road  
Albany, New York 12233-3245

15. NYSDOL

State of New York Department of Labor  
Division of Safety and Health  
Asbestos Control Program  
State Campus  
Building 12  
Albany, New York 12240

16. OSHA

Occupational Safety and Health Administration  
(US Department of Labor)  
New York Regional Office - room 3445  
1515 Broadway  
New York, New York 10036

17. UL

Underwriters Laboratories  
333 Pfingsten Road  
Northbrook, Illinois 60062

B. Federal Regulations: Those which govern asbestos abatement work or hauling and disposal of asbestos waste materials:

1. U.S. Department of Labor, Occupational Safety and Health Administration, (OSHA):

- a. Asbestos Regulations  
Title 29, Part 1910, of the Code of Federal Regulations.
  - b. Respiratory Protection  
Title 29, Part 1910, Section 134 of the Code of Federal Regulations.
  - c. Construction Industry  
Title 29, Part 1926, of the Code of Federal Regulations.
  - d. Access to Employee Exposure & Medical Records  
Title 29, Part 1910, Section 20 of the Code of Federal Regulations.
  - e. Hazard Communication  
Title 29, Part 1910, Section 1200 of the Code of Federal Regulations.
  - f. Specifications for Accident Prevention Signs and Tags  
Title 29, Part 1910, section 145 of the Code of Federal Regulations.
2. U.S. Environmental Protection Agency (EPA):
- a. Asbestos Hazard Emergency Response Act (AHERA) Regulation Asbestos Containing Materials in Schools Final Rule & Notice Title 40, Part 763, Subpart E of the Code of Federal Regulations.
  - b. Worker Protection Rule  
40 CFR Part 763, Subpart G, CPTS 62044, FLR 2843-9  
Federal Register, Vol. 50, No. 134, 7/12/85, P28530-28540
  - c. Regulation for Asbestos  
Title 40, Part 61, Subpart A of the Code of Federal Regulations
  - d. National Emission Standard for Asbestos  
Title 40, Part 61, Subpart M (Revised Subpart B) of the Code of Federal Regulations
  - e. Resource Conservation and Recovery Act (RCRA) 1976, 1980  
Hazardous and Solid Waste Amendments (HSWA) 1984  
Subtitle D, Subtitle C
3. U.S. Department of Transportation (DOT):
- a. Hazardous Substances: Final Rule Regulation 49 CFR, Part 171 and 172.
- C. State Regulations: Those which govern asbestos abatement work or hauling and disposal of asbestos waste materials:
- 1. New York State Department of Environmental Conservation (DEC) Regulations regarding waste collection registration. Title 6, Part 364 of the New York State Official Compilation of Codes, Rules and Regulations - 6NYCRR 364.

2. New York State Right-To-Know Law
  3. New York State Department of Labor Asbestos Regulations Industrial Code Rule 56.
  4. New York State Department of Health, Title 10 Part 73 Asbestos Safety Program Requirements.
- D. Standards: Those which govern asbestos abatement work or hauling and disposal of asbestos waste materials:
1. American National Standards Institute (ANSI)
    - a. Fundamentals Governing the Design and Operation of Local Exhaust Systems  
Publication Z9.2-79
    - b. Practices for Respiratory Protection  
Publication Z88.2-80
- E. Guidance Documents: Those that discuss asbestos abatement work or hauling, and disposal of asbestos waste materials are listed below only for the Abatement Contractor's information. These documents do not describe the work and are not a part of the work of this contract.
- EPA:
1. Guidance for Controlling Asbestos Containing Materials in Buildings (Purple Book)  
EPA560/5-85-024.
  2. Asbestos Waste Management Guidance EPA 530-SW-85-007.
- F. Patents and Royalties: The Abatement Contractor shall pay all royalties and/or license fees. The Abatement Contractor shall defend all suits and claims for infringement of any patent rights and save the Owner and Consultant harmless from loss including attorney fees on account thereof.

## 1.06 DEFINITIONS

As used in or in connection with these specifications the following are terms and definitions.

**Abatement** - Procedure to control release from asbestos material. This includes removal, encapsulation and enclosure.

**Aggressive sampling** - A method of sampling in which the person collecting the air sample creates activity by the use of mechanical equipment during the sampling period to stir up settled dust and simulate activity in that area of the building.

**AIHA** - The American Industrial Hygiene Association, 475 Wolf Ledges Parkway, Akron, Ohio 44311.

**Airlock** - A system for permitting entrance and exit while restricting air movement between a containment area and an uncontaminated area. It consists of two curtained doorways separated by a distance of at least three feet such that one passes through one doorway into the airlock, allowing the doorway sheeting to overlap and close off the opening before proceeding through the second doorway, thereby preventing flow-through contamination.

**Air sampling** - The process of measuring the content of a known volume of air collected during a specific period of time.

**Amended water** - Water to which a surfactant has been added.

**Approved asbestos safety program** - A program approved by the Commissioner of Health providing training in the various disciplines that may be involved in an asbestos project.

**Area air sampling** - Any form of air sampling or monitoring where the sampling device is placed at some stationary location.

**Asbestos** - Any naturally occurring hydrated mineral silicate separable into commercially usable fibers, including chrysotile (serpentine), amosite (cumingtonite-gunerite), crocidolite (riebeckite), tremolite, anthophyllite and actinolite.

**Asbestos contract** - An oral or written agreement contained in one or more documents for the performance of work on an asbestos project and includes all labor, goods and service.

**Asbestos handler** - An individual who installs, removes, applies, encapsulates, or encloses asbestos or asbestos material, or who disturbs friable asbestos. Only individuals certified by NYS Department of Labor shall be acceptable for work under this specification.

**Asbestos handling certificate** - A certificate issued by the Commissioner of Labor of the State of New York, to a person who has satisfactorily completed an approved asbestos safety program.

**Asbestos project** - Work undertaken by a contractor which involves the installation, removal, encapsulation, application or enclosure of any ACM or the disturbance of friable ACM.

**Asbestos Safety Technician (AST)** - Individual designated to represent the Consultant, perform third party monitoring and perform compliance monitoring at the job site during the asbestos project.

**Asbestos waste material** - Asbestos material or asbestos contaminated objects requiring disposal.

**Authorized visitor** - The building owner, his or her representative or any representative of a regulatory or other agency having jurisdiction over the project.

**Background level monitoring** - A method used to determine ambient airborne concentrations inside and outside of a building or structure prior to starting an abatement project.

**Building owner** - The person in whom legal title to the premises is vested unless the premises are held in land trust, in which instance Building Owner means the person in whom beneficial title is vested.

**Clean room** - An uncontaminated area or room that is a part of the personal decontamination enclosure with provisions for storage of persons' street clothes and protective equipment.

**Cleanup** - The utilization of HEPA vacuuming to control and eliminate accumulations of asbestos material and asbestos waste material.

**Clearance air monitoring** - The employment of aggressive sampling techniques with a volume of air collected to determine the airborne concentration of residual fibers upon conclusion of an asbestos abatement project.

**Commissioner** - Commissioner of the New York State Department of Labor.

**Contractor** - A company, unincorporated association, firm, partnership or corporation and any owner or operator thereof, which engages in an asbestos project or employs persons engaged in an asbestos project.

**Curtained doorway** - A device that consists of at least three overlapping sheets of plastic over an existing or temporarily framed doorway. One sheet shall be secured at the top and left side, the second sheet at the top and right side, and the third sheet at the top and the left side. All sheets shall have weights attached to the bottom to ensure that the sheets hang straight and maintain a seal over the doorway when not in use.

**Decontamination enclosure system** - A series of connected rooms, separated from the work area and from each other by air locks, for the decontamination of persons, materials, equipment, and authorized visitors.

**Encapsulant (sealant) or encapsulating agent** - A liquid material that can be applied to asbestos material and which prevents the release of asbestos from the material by creating a membrane over the surface.

**Enclosure** - The construction of airtight walls, ceilings and floors between the asbestos material and the facility environment, or around surfaces coated with asbestos materials, or any other appropriate procedure that prevents the release of asbestos materials.

**Equipment room** - A contaminated area or room that is part of the personal decontamination enclosure system with provisions for the storage of contaminated clothing and equipment.

**Fixed object** - A unit of equipment, furniture or other fixture in the work area which cannot be readily removed from the work area.

**Friable Asbestos Material** - That condition of crumbled, pulverized, powdered, crushed or exposed asbestos capable of being released into the air by hand pressure.

**Friable material containment** - The encapsulation or enclosure of any friable asbestos material.

**Glovebag technique** - A method for removing asbestos material from heating, ventilating, and air conditioning (HVAC) ducts, piping runs, valves, joints, elbows, and other nonplanar surfaces in a noncontained work area. The glovebag assembly is a manufactured device consisting of a glovebag constructed of at least six mil transparent plastic, two inward-projecting longsleeve gloves, which may contain an inward projecting waterwand sleeve, an internal tool pouch, and an attached, labeled receptacle or portion for asbestos waste. The glovebag is constructed and installed in such a manner that it surrounds the object or area to be decontaminated and to contain all asbestos fibers released during the abatement process.

**HEPA filter** - A high efficiency particulate air filter capable of trapping and retaining 99.97 percent of particulate greater than 0.3 microns equivalent aerodynamic diameter.

**HEPA vacuum equipment** - Vacuuming equipment with a high efficiency particulate air filtration system.

**Holding area** - A chamber in the waste decontamination enclosure located between the washroom and an adjacent uncontaminated area.

**Homogeneous work area** - A site within the abatement work area that contains one type of asbestos material and where one type of abatement is used.

**Large asbestos project** - An asbestos project involving the installation, removal, disturbance, enclosure, or encapsulation of 160 square feet or more of asbestos or asbestos material or 260 linear feet or more of asbestos or asbestos material.

**Minor asbestos project** - An asbestos project involving the installation, removal, disturbance, enclosure, or encapsulation of 10 square feet or less of asbestos or asbestos material, or 25 linear feet or less of asbestos or asbestos material.

**Movable object** - A unit of equipment, furniture or fixture in the work area that can be readily removed from the work area.

**Negative air pressure equipment** - A local exhaust system equipped with HEPA filtration. The system shall be capable of creating and maintaining a negative pressure differential between the outside and the inside of the work area.

**Non-asbestos material** - Any material containing one percent or less asbestos by weight.

**Occupied area** - Any frequented portion of the work site where abatement is not taking place.

**Outside air** - The air outside the building or structure.

**Personal air monitoring** - A method used to determine an individual's exposure to airborne contaminants. The sample is collected outside the respirator in the person's breathing zone.

**Plasticize** - To cover floors, walls, ceilings and other surfaces with 6 mil fire retardant plastic sheeting as herein specified.

**Project** - Any form of work performed in connection with the abatement of asbestos or alteration, renovation, modification or demolition of a building or structure that may disturb asbestos or asbestos material.

**Removal** - The stripping of any asbestos material.

**Repair** - Corrective action using required work practices to control fiber release from damaged areas.

**Respiratory protection** - Respiratory protection required of licensed asbestos workers and authorized visitors in accordance with the applicable laws.

**Satisfactory clearance air monitoring results** - For all post- abatement samples, airborne concentrations of total fibers that are less than 0.01 fibers per cubic centimeter or background levels, whichever are greater, using phase contrast microscopy (PCM).

**Shower room** - A room between the clean room and the equipment room in the personal decontamination enclosure with hot and cold running water controllable at the top and arranged for complete showering during decontamination.

**Small asbestos project** - An asbestos project involving the installation, removal, disturbances, enclosure, or encapsulation of more than 10 and less than 160 square feet of asbestos or asbestos material of more than 25 and less than 260 linear feet of asbestos or asbestos material.

**Staging area** - The area near the waste transfer airlock where containerized asbestos waste has been placed prior to removal from the work area.

**Surfactant** - A chemical wetting agent added to water to improve its penetration.

**Visible emissions** - An emission of particulate material that can be seen without the aid of instruments.

**Washroom** - A room between the work area and the holding area in the waste decontamination enclosure system, where equipment and waste containers are wet cleaned and/or HEPA vacuumed.

**Waste decontamination enclosure system** - An area, consisting of a washroom and a holding area, designated for the controlled transfer of materials and equipment.

**Wet cleaning** - The process of eliminating asbestos contamination from surfaces, equipment or other objects by using cloths, mops, or other cleaning tools.

**Work area** - Designated rooms, spaces, or areas where asbestos abatement takes place.

**Work site** - Premises where asbestos abatement is taking place.

**Work Surface** - Substrate surface from which asbestos-containing material has been removed.



## **1.07 UTILITIES, SERVICE AND TEMPORARY FACILITIES**

- A. The Owner shall make available to the Abatement Contractor all reasonable amounts of water and electrical power at no charge.
- B. The Abatement Contractor shall provide, at his own expense, all electrical, water, and waste connections, extensions, and construction materials, supplies, etc. All connections must be approved in advance by the Owner and all work relative to the utilities must be in accordance with the applicable building codes.
- C. The Abatement Contractor shall provide scaffolding, ladders and staging, etc. as necessary to accomplish the work of this contract. The type, erection and use of all scaffolding, ladders and staging, etc. shall comply with all applicable OSHA provisions.
- D. All connections to the Owner's water system shall include reduced pressure backflow protection or double check and double gate valves. Valves shall be temperature and pressure rated for operation of the temperatures and pressures encountered. After completion of use, connections and fittings shall be removed without damage or alteration to existing water piping and equipment. Leaking or dripping valves shall be piped to the nearest drain or located over an existing sink or grade where water will not damage existing finishes or equipment.
- E. The Abatement Contractor shall use only heavy-duty abrasion resistant hoses with a pressure rating greater than the maximum pressure of the water distribution system to provide water to each work area and to each decontamination unit. Provide fittings as required to allow for connection to existing wall hydrants or spouts, as well as temporary water heating equipment, branch piping, showers, shut-off nozzles and equipment. All water must be shut off at the end of each shift.
- F. The Abatement Contractor shall provide service to decontamination unit electrical subpanel with minimum 60-amp, 2 pole circuit breaker or fused disconnect and ground-fault circuit interrupters (GFCI), reset button and pilot light, connected to the building's main distribution panel. Subpanel and disconnect shall be sized and equipped to accommodate all electrical equipment required for completion of the work. This electrical subpanel shall be used for hot water heater, PAPR battery recharging and air sampling pumps.
- G. The Abatement Contractor shall provide UL rated 40-gallon electric hot water heater to supply hot water for the decontamination unit shower. Activate from 30-amp circuit breaker on the electrical subpanel located within the decontamination unit. Provide with relief valve compatible with water heater operation, relief valve down to drip pan on floor with type L copper. Wiring of the hot water heater shall follow NEMA, NEC, and UL standards.
- H. The Abatement Contractor shall provide identification warning signs at power outlets, which are other than 110-120-volt power. Provide polarized outlets for plug-in type outlets, to prevent insertion of 110-120 plugs into higher voltage outlets. Dry transformers shall be provided where required to provide voltages necessary for work operations. All outlets or power supplies shall be protected by ground fault circuit interrupter (GFCI) at the power source.
- I. The Abatement Contractor shall use only grounded extension cords; use "hard-service" cords where exposed to abrasion and traffic. Use single lengths or use waterproof connectors to connect separate lengths of electric cords if single lengths will not reach areas of work.

- J. The Abatement Contractor shall provide general service incandescent lamps of wattage indicated or required for adequate illumination; Protect lamps with guard cages or tempered glass enclosures; Provide exterior fixtures where fixtures are exposed to moisture.
- K. The Abatement Contractor shall provide temporary heat or air conditioning as necessary to maintain comfortable working temperatures inside and immediately outside the work areas. Heating and A/C equipment shall have been tested and labeled by UL, FM or another recognized trade association related to the fuel being used. Fuel burning heaters shall not be used inside containment areas. The Contractor shall also provide a comfortable working environment for occupied areas that are impacted by the asbestos removal.
- L. The Abatement Contractor shall comply with recommendations of the NFPA standard in regard to the use and application of fire extinguishers. Locate fire extinguishers where they are most convenient and effective for their intended purpose but provide not less than one extinguisher in each work area, equipment room, clean room and outside the work area.

## **1.08 REMOVAL OF FIXTURES**

- A. In locations where the Abatement Contractor is directed to dispose of fixtures, he shall either decontaminate the fixtures and dispose of them as non-asbestos containing materials or he shall place them in an appropriate container and dispose of them as asbestos containing material.
- B. In locations where the Abatement Contractor is directed to remove and reinstall fixtures, the fixtures shall be removed, decontaminated, labeled, protected with plastic and stored by the contractor in a location as directed by the Owner.
- C. Upon completion of the asbestos removal and upon receiving satisfactory clearance air monitoring results, all items to be replaced shall be restored to their original location and reinstalled by the Abatement Contractor.

## **PART 2 – PRODUCTS**

### **2.01 MATERIALS AND EQUIPMENT**

#### **A. GENERAL REQUIREMENTS**

- 1. Materials shall be stored off the ground, away from wet or damp surfaces and under protective cover to prevent damage or contamination.
- 2. Damaged or deteriorating materials shall not be used and shall be removed from the premises.
- 3. Power tools used to drill, cut into, or otherwise disturb asbestos material shall be equipped with HEPA filtered local exhaust ventilation.
- 4. The Abatement Contractor shall make available to authorized visitors, ladders and/or scaffolds of sufficient dimension and quantity so that all work surfaces can be easily and safely reached for inspection. Scaffold joints and ends shall be sealed with tape to prevent incursion of asbestos. Scaffolds and ladders shall comply with all applicable codes.

## B. PLASTIC BARRIERS (POLYETHYLENE)

1. In sizes and shapes to minimize the number of joints.
  - a. Six mil. (.006") fire-retardant for vertical protection (walls, entrances and openings).
  - b. Six mil. (.006") fire-retardant for horizontal protection (fixed equipment) and heating grilles.
  - c. Six mil. (.006") reinforced fire-retardant for floors of decon units.
2. Provide two (2) layers over all roof, wall and ceiling openings. Floor penetrations shall be sealed with a rigid material prior to plasticizing to prevent tripping and fall hazards. All seams within a layer shall be separated by a minimum distance of six feet and sealed airtight. All seams between layers shall be staggered.
3. Barrier Attachment - Commercially available duct tape (fabric or paper) and spray-on adhesive. Duct tape shall be capable of sealing joints of adjacent sheets of plastic, facilitating attachment of plastic sheets to finished or unfinished surfaces of dissimilar materials and adhering under both dry and wet conditions.

## C. SIGNS

1. Danger signs shall be provided and shall conform to 29 CFR 1926.1101 and be 14" x 20". These signs shall bear the following information:

**DANGER  
ASBESTOS  
CANCER AND LUNG DISEASE HAZARD  
RESPIRATORS AND PROTECTIVE  
CLOTHING  
ARE REQUIRED IN THIS AREA**

## D. DANGER LABELS AND TAPE

1. Labels shall be affixed to any asbestos contaminated material in accordance with the requirements of 29 CFR 1910.1200 (f) of OSHA's Hazard Communication Standard, and shall contain the following information:

**DANGER  
CONTAINS ASBESTOS FIBERS  
AVOID BREATHING DUST  
CANCER AND LUNG DISEASE HAZARD**

2. A label shall be affixed on each container of asbestos waste in accordance with the requirements of 49 CFR Parts 171 and 172, Hazardous Substances; Final Rule (U.S. Department of Transportation), and shall contain the following information:

<b>RQ HAZARDOUS SUBSTANCE SOLID, NOS, ORM-E, NA 9188 (ASBESTOS)</b>
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3. A label shall be affixed on each container of asbestos waste in accordance with the requirements of 40 CFR Part 61.150, NESHAP; Asbestos; Final Rule (USEPA) and shall contain the name of the waste generator and the location at which the waste was generated.

NOTE: All containers marked as above (1,2 and 3) shall be disposed of as asbestos waste.

4. Provide 3" red barrier tape printed with black lettered "DANGER ASBESTOS REMOVAL". Locate barrier tape across all corridors, entrances and access routes to asbestos work area.

#### E. PROTECTIVE EQUIPMENT

1. Respiratory Requirements

- a. Where fiber levels permit, and in compliance with regulatory requirements, Powered Air Purifying Respirators are the minimum allowable respiratory protection permitted to be utilized during removal operations.
- b. Where not in violation of NIOSH, OSHA, and any other regulatory requirements, the Abatement Contractor shall provide the following minimum respiratory protection to the maximum use concentrations indicated:

<u>MSHA/NIOSH Approved Respiratory Protection</u>	<u>Maximum Use Concentration</u>
Half-Mask Air Purifying with HEPA Filters	10x PEL
Full-Facepiece Air Purifying HEPA Filters and Quantitative Fit Test	10x PEL
Powered Air Purifying (PAPR), Loose fitting Helmet or Hood, HEPA Filter	25x PEL
Powered Air Purifying (PAPR), Full Facepiece, HEPA Filter	50x PEL
Supplied Air, Continuous Flow Loose fitting Helmet or Hood	25x PEL

Supplied Air, Continuous Flow Full Facepiece, HEPA Filter	50x PEL
Full Facepiece-Supplied Air Pressure Demand, HEPA Filter	100x PEL
Full Facepiece-Supplied Air Pressure Demand, with Aux. SCBA, Pressure Demand or Continuous Flow	>100x PEL

2. Disposable Clothing - "Tyvek" manufactured by Dupont or approved equal.
3. NIOSH approved safety goggles to protect eyes.
4. Polyethylene bags, 6 mil. (.006") thick (use double bags).

NOTE: Workers must always wear disposable coveralls and respirator masks while in the work area. Contaminated coveralls or equipment must be left in work area and not worn into other parts of the building.

#### F. TOOLS AND EQUIPMENT

1. Airless Sprayer - An airless sprayer, suitable for application of encapsulating material, shall be used.
2. Scaffolding - Scaffolding, as required to accomplish the specified work, shall meet all applicable safety regulations.
3. Transportation Equipment - Transportation equipment, as required, shall be suitable for loading, temporary storage, transport and unloading of contaminated waste without exposure to persons or property. Watertight, hard wall containers shall be provided to retain and dispose of any asbestos waste material with sharp-edged components that may tear plastic bags or sheeting. The containers shall be marked with danger labels.
4. Surfactant - Wetting Agents - "Asbestos-Wet" - Aquatrols Corp. of America or approved equal and shall be non-carcinogenic.
5. Portable (negative air pressure) asbestos filtration system - by Micro-Trap or approved equal.
6. Vacuum, HEPA type equal to "Nilfisk" #GA73, or "Pullman/Holt" #75 ASA.
7. Amended Water Sprayer - The water sprayer shall be an airless or other low-pressure sprayer for amended water application.
8. Other Tools and Equipment - The Abatement Contractor shall provide other suitable tools for the stripping, removal, encapsulation, and disposal activities including but not limited to: hand-held scrapers, nylon brushes, sponges, rounded edge shovels, brooms, and carts.

## **PART 3 – EXECUTION**

### **3.01 PRE-ABATEMENT WORK AREA PREPARATION**

- A. The work area shall be vacated by the occupants prior to work area preparation and not reoccupied until satisfactory clearance air monitoring results have been achieved.
- B. Caution signs shall be posted at all locations and approaches to a location where airborne concentrations of asbestos may exceed ambient background levels. Signs shall be posted that permit a person to read the sign and take the necessary protective measures to avoid exposure.
- C. Shut down and lock out electric power to all work areas. The Abatement Contractor shall provide temporary power and lighting and ensure safe installation of temporary power sources and equipment used where high humidity and/or water shall be sprayed in accordance with all applicable codes. All power to work areas shall be brought in from outside the area through a ground-fault interrupter at the source.
- D. Isolate the work area HVAC system.
- E. The personnel decontamination enclosure system shall be installed or constructed prior to preparatory work in the work area and in particular before the disturbance of asbestos material. The waste decontamination enclosure system shall be installed or constructed prior to commencement of abatement activities.
- F. Movable objects within the work area shall be pre-cleaned using HEPA filtered vacuum equipment and/or wet cleaning and such objects shall be removed from the work area to an uncontaminated location. If disposed of as asbestos waste material, cleaning is not required.
- G. Fixed objects and other items, which are to remain within the work area, shall be pre-cleaned using HEPA filtered vacuum equipment and/or wet cleaning. Such objects shall be enclosed with two layers of at least six mil plastic sheeting and sealed with tape.
- H. The work area shall be pre-cleaned using HEPA filtered vacuum equipment and/or wet cleaning. Methods that raise dust, such as dry sweeping or vacuuming with equipment not equipped with HEPA filters, shall be prohibited. Asbestos material shall not be disturbed during pre-cleaning.
- I. Isolation barriers that seal off all openings, including windows, corridors, doorways, ducts, and any other penetrations of the work area, shall be constructed using two layers of at least six mil fire-retardant plastic sheeting sealed with tape. Also, all seams in mechanical system components that pass through the work area shall be sealed. Doorways and corridors, which shall not be used for passage during work, shall also be sealed.
- J. Removal of mounted objects. After isolation barriers are in place, objects such as light fixtures, electrical track, alarm systems, ventilation equipment and other items not previously sealed, shall be double sealed with six mil fire-retardant plastic sheeting. Localized HEPA filtered vacuum equipment shall be used during fixture removal to reduce asbestos dispersal.

- K. Individual roof and floor drains shall be sealed watertight using two layers of 6-mil fire-retardant plastic sheeting and tape prior to plasticizing. Openings in floor shall be fully covered with plywood sheeting secured to the floor in such a way as to minimize a tripping hazard prior to plasticizing.
- L. Emergency and fire exits from the work area shall be maintained or alternate exits shall be established according to all applicable codes.
- M. Adequate toilet facilities shall be supplied by the Abatement Contractor and shall be located either in the clean area of the personnel decontamination enclosure or shall be readily accessible to the personnel decontamination enclosure.

### **3.02 LARGE ASBESTOS PROJECT PERSONNEL DECONTAMINATION ENCLOSURE SYSTEM (ICR 56-7.5)**

- A. The personnel decontamination enclosure shall be constructed prior to preparatory work in the work area and in particular before the disturbance of asbestos material.
  - 1. Construction and use of personnel decontamination enclosure systems shall be in accordance with ICR-56 and any Applicable or Site-Specific Variances utilized on this project. Such systems may consist of existing rooms outside of the work area, if the layout is appropriate, that can be enclosed is plastic sheeting and are accessible from the work area. When this situation does not exist, enclosure systems may be constructed out of metal, wood or plastic support.
  - 2. The personnel decontamination enclosure system shall consist of a clean room, a shower room, and an equipment room, in series, separated from each other and from the work area by three airlocks.
  - 3. There shall be one shower per six full shift abatement persons calculated on the basis of the largest shift.
  - 4. The personnel decontamination enclosure system shall be fully framed, sheathed for safety and constructed to prevent unauthorized entry.
  - 5. Personnel decontamination enclosure systems constructed at the work site shall utilize at least six mil fire-retardant opaque plastic sheeting. At least two layers of six mil fire-retardant reinforced plastic sheeting shall be used for the flooring of this area.
  - 6. All prefabricated decontamination units shall be completely decontaminated and sealed prior to separation and removal from the work area. Mobile decontamination units shall remain in place until satisfactory clearance results have been attained.
  - 7. The clean room shall be sized to accommodate all authorized persons. Benches, lockers and hooks shall be provided for street clothes. Shelves for storing respirators shall also be provided. Clean clothing, replacement filters for respirators, towels and other necessary items shall be provided. The clean room shall not be used for the storage of tools, equipment or materials. It shall not be used for office space. A lockable door shall be provided to permit access to the clean room from outside the work area or enclosure. It shall be used to secure the work area and decontamination enclosure during off-shift hours.

8. The shower room shall contain one or more showers. Each shower head shall be supplied with hot and cold water adjustable at the tap. The shower enclosure shall be constructed to ensure against leakage of any kind. Uncontaminated soap, shampoo and towels shall be available at all times. Shower water shall be drained, collected and filtered through a system with at least 5.0 micron particle size collection capability. A system containing a series of several filters with progressively smaller pore sizes shall be used to avoid rapid clogging of the filtration system by large particles. Filtered wastewater shall be discharged in accordance with applicable codes. Contaminated filters shall be disposed of as asbestos waste. The shower room shall be constructed in such way that travel through the decontamination unit shall be through the shower.
9. The equipment room shall be used for the storage of equipment and tools after decontamination using a HEPA filtered vacuum and/or wet cleaning. A one day supply of replacement filters, in sealed containers, for HEPA vacuums and negative pressure ventilation equipment, extra tools, containers of surfactant and other materials and equipment that may be required during the abatement project may also be stored here. A walk-off pan filled with water shall be located in the work area just outside the equipment room for persons to clean foot covering when leaving the work area. A drum lined with a labeled, at least six mil plastic bag is required for collection of clothing and shall be located in this room. Contaminated footwear and work clothes shall be stored in this area.

### **3.03 WASTE DECONTAMINATION ENCLOSURE SYSTEM (ICR 56-7.5)**

#### **A. General Requirements**

1. A waste decontamination enclosure system shall consist of the following:
  - a. A washroom/cleanup room shall be constructed with an airlock doorway to the work area and another airlock doorway to the holding area.
  - b. The holding area shall be constructed with an airlock doorway to the washroom/cleanup room and another lockable door to the outside.
2. Where there is only one egress from the work area, the holding area of the waste decontamination enclosure system may branch off from the equipment decontamination room, which doubles as a waste washroom, of the personnel decontamination enclosure.
3. The waste washroom shall be equipped with a drain installed to collect water and deliver it to the shower drain where it shall be filtered through a system with at least 5.0 micron particle size collection capability. A system containing a series of several filters with progressively smaller pore sizes shall be used to avoid rapid clogging of the filtration system by large particles. Filtered wastewater shall be discharged in accordance with applicable codes. Contaminated filters shall be disposed of as asbestos waste.
4. The waste washroom shall be constructed in such a way that travel through the rooms shall be through the waste washroom

### **3.04 WORK AREA ENTRY AND EXIT PROCEDURES**



A. The following procedures shall be followed throughout the asbestos abatement project until satisfactory clearance air monitoring results have been achieved:

1. All persons shall enter and exit the work area through the personnel decontamination enclosure system.
2. All persons who enter the work area or an enclosure shall sign the entry/exit log, located in the clean room, upon every entry and exit.
3. All persons, before entering the work area, or an enclosure shall read and be familiar with all posted regulations, personal protection requirements, including work area entry and exit procedures, and emergency procedures. The entry/exit log headings shall indicate, and the signatures shall be used to acknowledge, that these have been reviewed and understood by all persons prior to entry.
4. All persons shall proceed first to the clean room, remove all street clothing, store these items in clean sealable plastic bags or lockers and don coveralls, head covering, foot covering and gloves. All persons shall also don NIOSH approved respiratory protection. Clean respirators and protective clothing shall be utilized, by each person, for each separate entry into the work area. Respirators shall be inspected prior to each use and tested for proper seal using quantitative or qualitative fit checks.
5. Persons wearing designated personal protective equipment shall proceed from the clean room through the shower room to the equipment room, where necessary tools are collected and any additional clothing shall be donned, before entry into the work area.
6. Before leaving the work area, all persons shall remove gross contamination from the outside of respirators and protective clothing by brushing, wet cleaning, and/or HEPA vacuuming.
7. Persons shall proceed to the equipment room where all coveralls, head covering, foot covering and gloves shall be removed. Disposable clothing shall be deposited into labeled containers for disposal. Reusable contaminated clothing, footwear, head gear and gloves shall be stored in the equipment room when not being used in the work area.
8. Still wearing respirators, persons shall proceed to the shower area, clean the outside of the respirator and the exposed face area under running water prior to removal of the respirator, and then fully and vigorously shower and shampoo to remove residual asbestos contamination. Respirators shall be washed thoroughly with soap and water. Some types of respirators will require slight modification of these procedures. An airline respirator with HEPA filtered disconnect protection shall be disconnected in the equipment room and worn into the shower. A powered air-purifying respirator facepiece shall be disconnected from the filter/power pack assembly prior to entering the shower.
9. After showering and drying, all persons shall proceed to the clean room and don clean personal protective equipment if returning to the work area or street clothing if exiting the enclosure.

### **3.05 EQUIPMENT AND WASTE CONTAINER DECONTAMINATION & REMOVAL PROCEDURES**

- A. The following procedures shall be followed throughout the asbestos abatement project until satisfactory clearance air monitoring results have been achieved.
1. External surfaces of contaminated containers and equipment shall be cleaned by wet cleaning and/or HEPA vacuuming in the work area before moving such items into the waste decontamination enclosure system airlock by persons assigned to this duty. These work area persons shall not enter the airlock.
  2. These contaminated items shall be removed from the airlock by persons stationed in the washroom during waste removal operations. These washroom persons shall remove gross contamination from the exterior of their respirators and protective clothing by brushing, HEPA vacuuming and/or wet cleaning.
  3. Once in the waste decontamination enclosure system, external surfaces of contaminated containers and equipment shall be cleaned a second time by wet cleaning.
  4. The cleaned containers of asbestos material and equipment are to be dried of any excessive pooled or beaded liquid, placed in uncontaminated plastic bags or sheeting and sealed airtight.
  5. The clean recontainerized items shall be moved into the airlock that leads to the holding area. The washroom persons shall not enter this airlock or the work area until waste removal is finished for that period.
  6. Containers and equipment shall be moved from the airlock and into the holding area by persons dressed in clean personal protective equipment, who have entered from uncontaminated areas.
  7. The cleaned containers of asbestos material and equipment shall be placed in water tight carts with doors or tops that shall be closed and secured. These carts shall be held in the holding area pending removal. The carts shall be wet cleaned and/or HEPA vacuumed at least once each day.
  8. The exit from the decontamination enclosure system shall be secured to prevent unauthorized entry.
  9. Where the waste removal enclosure is part of the personnel decontamination enclosure, waste removal shall not occur during shift changes or when otherwise occupied. Precautions shall be taken to prevent short circuiting and cycling of air outward through the shower and clean room.
  10. Containers labeled with Asbestos hazard warnings shall not be used to dispose of non asbestos waste.

### **3.06 ENGINEERING CONTROLS**

A. Ventilation.

1. The Abatement Contractor shall employ HEPA equipped vacuums or negative air pressure equipment for ventilation as required.

2. All negative air pressure equipment ventilation units shall be equipped with HEPA filtration. The Contractor shall provide a manufacturer's test certificate for each unit documenting the capability of trapping and retaining 99.97 percent of asbestos fibers greater than 0.3 microns equivalent aerodynamic diameter.
3. A power supply shall be available to satisfy the requirements of the total of all ventilating units.
4. On electric power failure, abatement shall stop immediately and shall not resume until power is restored and exhaust units are operating fully. On extended power failure, longer than one hour, the decontamination facilities, after the evacuation of all persons from the work area, shall be sealed airtight.
5. If extending the exhaust of the ventilation units 50 feet from the building would result in an exhaust location either in the road, blocking driveway access to the facility or within 50 feet of other buildings, a second unit will be run in series with the primary unit.

### **3.07 MAINTENANCE OF DECONTAMINATION ENCLOSURE SYSTEMS AND WORK AREA BARRIERS**

#### **A. GENERAL REQUIREMENTS**

1. The Consultant must review and approve installation before commencement of work. Upon completion of the construction of all plastic barriers and decontamination system enclosures and prior to beginning actual abatement activities.
2. All plastic barriers inside the work area, in the personnel decontamination enclosure system, in the waste decontamination enclosure system and at partitions constructed to isolate the work area from occupied areas, shall be inspected by the asbestos supervisor at least twice daily. The barriers shall be inspected before the start of and following the completion of the day's abatement activities. Inspections and observations shall be documented in the project log.
3. Damage and defects in the barriers and/or enclosure systems shall be repaired immediately upon discovery and prior to resumption of abatement activities.
4. At any time during the abatement activities, if visible emissions are observed outside of the work area or if damage occurs to the barriers, work shall be stopped, repairs made and visible residue immediately cleaned up using HEPA vacuuming methods prior to the resumption of abatement activities.
5. The Abatement Contractor shall HEPA vacuum and/or wet clean the waste decontamination enclosure system and the personnel decontamination enclosure system at the end of each day of abatement activities.

### **3.08 HANDLING AND REMOVAL PROCEDURES**

The Abatement Contractor may utilize existing provisions of ICR-56, Applicable Variances or a Site-Specific Variance, approved by the Owner's Consultant, to permit the conduct of this work.

### **3.09 ABATEMENT PROCEDURES**

#### **A. AIR SAMPLING - By Owner**

1. Air sampling and analysis shall be conducted according to the requirements of Subpart 56-4 before the start, during and after the completion of the asbestos removal project.
2. In addition to the requirements of Subpart 56-4, air monitoring shall be conducted in accordance with any approved job specific variance(s) or applicable variance utilized.
3. Clearance samples may be analyzed using PCM to maintain compliance with ICR-56.
4. If applicable, clearance samples will be analyzed using TEM to maintain compliance with ICR-56 and 40 CFR 763.90[i].

B. The provisions of the Applicable Variances or a Job Specific Variance shall apply only in those areas where approval has been granted by the NYS DOL and the Contractor has obtained concurrence from the Owner's Consultant. All other applicable provisions of Industrial Code Rule 56-1 through 56-12 shall be complied.

C. A copy of the NYS DOL Job Specific or Applicable Variance, if applicable, shall be conspicuously posted at the work area(s).

D. The Abatement Contractor shall construct a decontamination unit at the work site. The Abatement Contractor shall, as a minimum, comply with the requirements of 29 CFR 1926.1101(j); Hygiene facilities and practices for employees.

### **3.10 ENCAPSULATION PROCEDURES**

The following procedures shall be followed to seal in non-visible residue, after obtaining satisfactory clearance air monitoring results, while conducting lockdown encapsulation on any surfaces which were the subject of removal or other remediation activities:

- A. Only encapsulants rated as acceptable or marginally acceptable on the basis of Battelle Columbus Laboratory test procedures and rating requirements developed under the 1978 USEPA contract shall be used for lockdown encapsulation.
- B. Sealants considered for use in encapsulation shall first be tested to ensure that the sealant is adequate for its intended use. A section of the work surface shall be evaluated following this initial test application of the sealant to quantitatively determine the sealant's effectiveness in terms of penetrating and locking down the asbestos fibers. The American Society of Testing and Materials (ASTM) Committee E06.21.06E on Encapsulation of Building Materials has developed a guidance document to assist in the selection of an encapsulant.
- C. The encapsulant solvent or vehicle shall not contain a volatile hydrocarbon.
- D. Encapsulants shall be applied using airless spray equipment.

1. Spraying is to occur at the lowest pressure range possible to minimize fiber release from encapsulant impact at the surface. It shall be applied with a consistent horizontal or vertical motion.
- E. Encapsulation shall be utilized as a surface sealant once all asbestos containing materials have been removed in a work area. In no event shall encapsulant be applied to any surface that was the subject of removal or other remediation activities prior to obtaining satisfactory clearance air monitoring.

### **3.11 CLEANUP PROCEDURES**

A. The following cleanup procedures shall be required.

1. Cleanup of accumulations of loose asbestos material shall be performed whenever enough loose asbestos materials have been removed to fill a single leak tight container of the type commensurate with the material properties. In no case shall cleanup be performed less than once prior to the close of each working day. Asbestos material shall be kept wet until cleaned up.
2. Accumulations of dust shall be cleaned off all surfaces on a daily basis using HEPA vacuum cleaning methods.
3. Decontamination enclosures shall be HEPA vacuumed at the end of each shift.
4. Accumulations of asbestos waste material shall be containerized utilizing HEPA vacuums or rubber or plastic dust pans, squeegees or shovels. Metal shovels shall not be used to pick up or move waste.
5. Excessive water accumulation or flooding in the area shall require work to stop until the water is collected and disposed of properly.

B. The following cleanup procedures shall be required after completion of all removal activities.

1. All accumulations of asbestos waste material shall be containerized utilizing HEPA vacuums or rubber or plastic dust pan, squeegees or shovels. Metal shovels shall not be used to pick up or move waste. HEPA vacuums shall be used to clean all surfaces after gross cleanup.
2. Cleaning. All surfaces in the work area shall be HEPA vacuumed. To pick up excess liquid and wet debris, a wet purpose shop vacuum may be used and shall be decontaminated prior to removal from the work area.
3. Windows, doors, HVAC system vents and all other openings shall remain sealed. Decontamination enclosure systems shall remain in place and be utilized.
4. All containerized waste shall be removed from the work area and the holding area.
5. All tools and equipment shall be decontaminated and removed from the work area.
6. A final visual inspection and clearance air monitoring, as per the schedule for air sampling and analysis, shall be conducted.

7. The isolation barriers and decontamination unit shall be removed only after satisfactory clearance air monitoring results have been achieved.

### **3.12 SAFETY MONITORING – CONSULTANT:**

The Consultant will designate an Asbestos Safety Technician (AST) to represent the Owner during the removal program. The AST must be on the job site at all times during abatement work. Absolutely no abatement or preparation work will occur without the presence of the AST.

The AST will conduct four (4) milestone inspections.

1. Pre-commencement inspection shall be conducted as follows:
  - a. Notification in writing to the Consultant shall be made by the Abatement Contractor to request a pre-commencement inspection at least 48 hours in advance of the desired date of inspection. This inspection shall be requested prior to beginning preparatory work in another work area.
  - b. The AST shall ensure that:
    - i. The job site is properly prepared and that all containment measures are in place;
    - ii. The designated supervisor shall present to the inspector a valid supervisor's license issued by the New York Department of Labor;
    - iii. All workers shall present to the inspector a valid handler's license issued by the New York Department of Labor;
    - iv. Measures for the disposal of removed asbestos material are in place and shall conform to the adopted standards;
    - v. The Abatement Contractor has a list of emergency telephone numbers at the job site which shall include the monitoring firm employed by the Owner and telephone numbers for fire, police, emergency squad, local hospital and health officer.
  - c. If all is in order, the AST shall issue a written notice to proceed in the field. If the job site is not in order, then any needed corrective action must be taken before any work is to commence. Conditional approvals shall not be granted.

Progress inspection shall be conducted as follows:

- a. Primary responsibility for ensuring that the abatement work progresses in accordance with these technical specifications and regulatory requirements rests with the Abatement Contractor. The AST shall continuously be present to observe the progress of work and perform required tests.

- b. If the AST observes irregularities at any time, he shall direct such corrective action as may be necessary. If the Abatement Contractor fails to take the corrective action required, or if the Abatement Contractor or any of their employees habitually and/or excessively violate the requirements of any regulation, then the AST shall inform the Owner who shall issue a Stop Work Order to the Abatement Contractor and have the work site secured until all violations are abated.

Clean-up inspections shall be conducted as follows:

- a. Notice for clean-up inspection shall be requested by the Abatement Contractor at least 24 hours in advance of the desired date of inspection;
  - b. The clean-up inspection shall be conducted prior to the removal of any isolation or critical barriers and before final air clearance monitoring;
  - c. The AST shall ensure that:
    - i. The work site has been properly cleaned and is free of visible asbestos containing material and debris.
    - ii. All removed asbestos has been properly placed in a locked secure container outside of the work area.
  - d. If all is in order, the AST shall issue a written notice of authorization to remove surface barriers from the work area. All isolation barriers shall remain in place until satisfactory clearance air sampling has been completed.
4. Clearance Visual Inspection shall be conducted after the removal of non-critical plastic sheeting. The AST shall insure that:
- a. The work area is free of all visible asbestos or suspect asbestos debris and residue.
  - b. All waste has been properly bagged and removed from the work area.
  - c. Should clearance visual inspection identify residual debris, as determined by the AST, the Abatement Contractor is responsible for recleaning the area at his own cost and shall bear all costs of reinspection until acceptable levels are achieved.
- B. The Abatement Contractor shall be required to receive written approval before proceeding after each milestone inspection.

### **3.13 PERSONNEL AIR MONITORING – CONTRACTOR (29 CFR 1926.1101)**

- A. Personnel air monitoring shall be provided to determine both short-term (STEL) and full shift during when abatement activities occur. Personnel sampling shall be performed in each work area in order to accurately determine the concentrations of airborne asbestos to which workers may be exposed.

- B. The Abatement Contractor shall have a qualified "Competent Person" (as specified in 29 CFR 1926 OSHA) to conduct personnel air monitoring.
- C. The laboratory performing the air sample analysis shall be certified by NYS DOH ELAP and approved by the consultant.
- D. Personnel air monitoring test results for OSHA Compliance. Results shall be posted at the work site within 24 hours of testing and copies supplied to the Owner within five (5) days of testing. Abnormalities shall be supplied to the Owner immediately.

### **3.14 CLEARANCE AIR MONITORING**

- A. Air samples will be collected in and around the work areas at the completion of abatement activities.
- B. Clearance samples may be analyzed using PCM to maintain compliance with ICR-56.
- C. If applicable, clearance samples will be analyzed using TEM to maintain compliance with ICR-56 and 40 CFR part 763 "Asbestos-Containing Materials in Schools; Final Rule and Notice" section 763.90.
- D. \*\*\*RETESTING\*\*\*  
Should clearance air monitoring yield fiber concentrations above the "Clearance" criteria of either 0.01 fibers per CC and/or background levels (PCM) –OR- seventy (70) structures per square millimeter (TEM/AHERA), the Abatement Contractor is responsible for re-cleaning the area at his own cost and shall bear all costs associated with the retesting of the work area(s) including monitoring labor, sampling, analysis, etc. until such levels are achieved.

### **3.15 RESPIRATORY PROTECTION REQUIREMENT**

- A. Respiratory protection shall be worn by all individuals inside the work area from the initiation of the asbestos project until all areas have successfully passed clearance air monitoring in accordance with these specifications. The Abatement Contractor shall keep available at all times two PAPR's with new filters and charged batteries for use by authorized visitors.
- B. All respiratory protection shall be MSHA/NIOSH approved in accordance with the provisions of 30 CFR Part II. All respiratory protection shall be provided by the Abatement Contractor and used by workers in conjunction with the written respiratory protection program.
- C. The Abatement Contractor shall provide respirators that meet the requirements of 29 CFR Parts 1910 and 1926.
  - 1. Full facepiece Type C supplied-air respirators operated in pressure demand mode equipped with an auxiliary self-contained breathing apparatus, operated in pressure demand or continuous flow, shall be worn during gross removal, demolition, renovation and/or other disturbance of ACM whenever airborne fiber concentrations inside the work area are greater than 10.0 f/cc.



2. Full facepiece Type C supplied-air respirators operated in pressure demand mode with HEPA filter disconnect protection shall be work during gross removal, demolition, renovation and/or other disturbance of ACM with an amphibole content and/or whenever airborne fiber concentrations inside the work area are equal to or greater than 0.5 f/cc and less than or equal to 10.0 f/cc.
  3. Full facepiece powered air-purifying respirators (PAPR) equipped with HEPA filters shall be worn during the removal, encapsulation, enclosure, repair and/or other disturbance of friable ACM if airborne fiber concentrations inside the work area are less than 0.5 f/cc. A supply of charged replacement batteries, HEPA filters and flow test meter shall be available in the clean room for use with powered air-purifying respirators. HEPA filters shall be changed daily or as flow testing indicates change is necessary. Any Type C supplied-air respirator operated in continuous flow, with HEPA filter disconnect protection, may be substituted for a powered air-purifying respirator.
  4. Loose fitting helmets or hoods with powered air-purifying respirators (PAPR) equipped with HEPA filters may be worn during the removal, encapsulation, enclosure, repair and/or other disturbance of friable ACM if airborne fiber concentrations inside the work area are less than 0.25 f/cc. A supply of charged replacement batteries, HEPA filters and flow test meter shall be available in the clean room for use with powered air-purifying respirators. HEPA filters shall be changed daily or as flow testing indicates change is necessary. Any Type C supplied-air respirator operated in continuous flow may be substituted for a powered air- purifying respirator.
  5. Half-mask or full-face air-purifying respirators with HEPA filters shall be worn only during the preparation of the work area and final clean up procedures provided airborne fiber concentrations inside the work area are less than 0.1 f/cc.
  6. Use of single use dust respirators is prohibited for the above respiratory protection.
- D. Workers shall be provided with personally issued and individually marked respirators. Respirators shall not be marked with any equipment that will alter the fit of the respirator in any way. Only waterproof identification markers shall be used.
- E. The Abatement Contractor shall ensure that the workers are qualitatively or quantitatively fit tested by an Industrial Hygienist initially and every six months thereafter with the type of respirator he/she will be using.
- F. Whenever the respirator design permits, workers shall perform the positive and negative air pressure fit test each time a respirator is worn. Powered air-purifying respirators shall be tested for adequate flow as specified by the manufacturer.
- G. No facial hair, which interferes with the face-to-mask sealing surface, shall be permitted to be worn when wearing respiratory protection that requires a mask-to-face seal.
- H. Contact lenses shall not be worn in conjunction with respiratory protection.
- I. If a worker wears glasses, a spectacle kit to fit their respirator shall be provided by the Abatement Contractor at the Abatement Contractor's expense.

- J. Respiratory protection maintenance and decontamination procedures shall meet the following requirement:
1. Respiratory protection shall be inspected and decontaminated on a daily basis in accordance with OSHA 29 CFR 1910.134(b); and
  2. HEPA filters for negative pressure respirators shall be changed after each shower; and
  3. Respiratory protection shall be the last piece of worker protection equipment to be removed. Workers must wear respirators in the shower when going through decontamination procedures; and
  4. Airline respirators with HEPA filtered disconnect shall be disconnected in the equipment room and worn into the shower. Powered air-purifying respirator facepieces shall be worn into the shower. Filtered/power pack assemblies shall be decontaminated in accordance with manufacturers' recommendations; and
  5. Respirators shall be stored in a dry place and in such a manner that the facepiece and exhalation valves are not distorted; and
  6. Organic solvents shall not be used for washing of respirators.
- K. No visitors shall be allowed to enter the contaminated area if they do not have their medical certification and training certificate. Authorized visitors shall be provided with suitable PAPR respirators and instructions on the proper use of respirators whenever entering the work area.

### **3.16 DISPOSAL OF WASTE**

#### **A. APPLICABLE REGULATIONS**

1. All asbestos waste shall be stored, transported and disposed of as per, but not limited to, the following Regulations:
  - a. NYS Code Rule 56
  - b. U.S. Department of Transportation (DOT)  
Hazardous Substances  
Title 29, Part 171 and 172 of the code of Federal Regulations  
regarding waste collector registration
  - c. Regulations regarding waste collector registration Title 6, part 364 of the New York State Official Compilation of Codes, Rules and Regulations – 6 NYCRR 364
  - d. USEPA NESHAPS 40 CRF 61
  - e. USEPA ASBESTOS WASTE MANAGEMENT GUIDANCE EPA/530-SW-85-007

B. TRANSPORTER OR HAULER - The Abatement Contractor shall bear full responsibility for proper characterization, transportation and disposal of all solid or liquid waste, generated during the project, in a legal manner. The Owner shall approve all transportation and disposal methods.

1. The Abatement Contractor's Transporter (hauler) and disposal site shall be approved by the Owner. The Abatement Contractor shall remove within 48 hours all asbestos waste from the site after completing the clean up.
2. The Transporter must possess and present to the Owner's representative a valid New York State Department of Environmental Conservation Part 364 asbestos hauler's permit to verify license plate and permit numbers. The Owner's representative will verify the authenticity of the hauler's permit with the proper authority.
3. The Abatement Contractor shall give 24 hour notification prior to removing any waste from the site. All waste shall be removed from site only during normal working hours. No waste may be taken from the site without authorization from the Owner's representative.
4. The Abatement Contractor shall have the Transporter give the date and time of arrival at the disposal site.
5. The Transporter with the Abatement Contractor and Owner's consultant shall inspect all material in the transport container prior to taking possession and signing the Waste Manifest. The Transporter shall not have any off site transfers or be combined with any other off-site asbestos material.
6. The Transporter must travel directly to the disposal site with no unauthorized stops.

C. WASTE STORAGE CONTAINER

1. During loading and on site storage, the asbestos waste container shall be labeled with EPA Danger signage:

**DANGER  
CONTAINS ASBESTOS FIBERS  
AVOID CREATING DUST  
CANCER AND LUNG DISEASE HAZARD**

2. The NYS DEC Hauler's Permit number shall be on both sides and back of the container.
3. The Container will not be permitted to leave the site without the proper signage.
4. A copy of the completed waste manifest shall be forwarded directly to the Owner's Consultant by the disposal facility.

5. Packaging of Non-friable Asbestos. Use of an open top container shall require written request, by the Contractor, and written approval by the Owners Representative, and be performed in compliance with all applicable regulations.
  - a) A chute, if used, shall be air/dust tight along its lateral perimeter and at the terminal connection to the dumpster at ground level (solid wall and top container). The upper end of the chute shall be furnished with a hinged lid, to be closed when the chute is not being used.
  - b) The container shall be lined with a minimum of two (2) layers of 6 mil. Fire-retardant polyethylene draped loosely over the sides so as to facilitate being wrapped over the top of the load and sealed prior to transport from the site.
  - c) Prior to transport from the work site the Dumpster will be disconnected from the chute and sealed air/dust tight utilizing six mil plastic and tape. The waste material will be transported as an asbestos containing material by appropriate legal methods.
6. Packaging Friable Asbestos.
  - a) The container shall be a solid wall, hard top and lockable container.
  - b) The container shall be locked upon arrival at the site to restrict access. Security shall be provided at the entrance to the container during the loading process and immediately locked upon completion.
  - c) The interior walls, floor and ceiling shall be lined with two (2) layers of 6 mil. Fire-retardant polyethylene.
  - d) The waste shall be loaded in such a manner as to protect the integrity of the individual waste packages.
  - e) Prior to transport from the work site the interior of the Dumpster will sealed air/dust tight utilizing six mil plastic and tape. The waste material will be transported as an asbestos containing material by appropriate legal methods.

#### D. WASTE DISPOSAL MANIFEST

1. The Asbestos Waste Manifest shall be equivalent to the "Waste Shipment Record" included in 40 CFR 61. A copy of the Contractor's manifest shall be reviewed by the Owner's Consultant and shall be the only manifest used.
2. The Manifest shall be verified by the Owner's Consultant indicating that all the information and amounts are accurate and the proper signatures are in place.
3. The Manifest shall have the signatures of the Abatement Contractor and the Transporter prior to any waste being removed from the site.

4. The Manifest shall be signed by the Disposal Facility owner or operator to certify receipt of asbestos containing materials covered by the manifest.
5. A copy of the completed manifest shall be provided by the Abatement Contractor to the Owner's Consultant and remain on site for inspection.
6. Abatement Contractor shall maintain a waste disposal log which indicates load number, date and time left site, container size, type of waste, quantity of waste, name of hauler, NYS DES permit number, trailer and tractor license number, and date manifest was returned to Consultant.
7. The Disposal Facility owner or operator shall return a signed copy of the Waste Manifest directly to:

**City of Beacon  
1 Municipal Plaza  
Beacon, NY 12508  
ATTN: Chris White – City Administrator**

8. Copies of the completed Waste Manifest are to be sent by the disposal facility to the Hauler and Abatement Contractor.
9. Submit signed dump tickets and manifests with final payment request.
10. Final payment request will not be honored without signed dump ticket or manifests accounting for all asbestos waste removed from the site.

#### **E. VIOLATIONS OF SPECIFICATIONS**

1. Violations of the safety, hygiene, environmental, procedures herein, any applicable federal, state or local requirements or failure to cooperate with the Owner's representative shall be grounds for dismissal and/or termination of this contract.

#### **F. VIOLATIONS OF NO SMOKING POLICY**

1. The Federal Pro Children Act of 1994 prohibits School District Officials from smoking in any buildings or on the grounds that is property of the School District. The District shall be considered smoke free. The School District strongly enforces its' No Smoking Policy. It is the Contractor's responsibility to inform all workers of this policy. Any worker(s) involved with this project that are found smoking or using tobacco products will be informed that they are in violation of the Federal and State Law and School Board Policy and will be removed from site.

### 3.17 LOCATION OF “ABATEMENT WORK”

*(Please see attached Drawings for approximate locations)*

#### 1) LEWIS TOMPKINS HOSE FIRE STATION (INTERIOR ABATEMENT)

- Abatement Contractor responsible for complete removal and disposal of approximately 6,060 SF of non-friable asbestos-containing Floor Tiles, Mastic, Fireplace Flooring and Stair Tread Adhesive, as detailed on attached ACM Location Drawings. Abatement Contractor responsible for all demolition required to access material(s), as well as for providing all equipment necessary to access material(s). See below for breakdown:

##### Ground Floor

- Stairwell, Meeting Room, Storage Room, Lobby & Coat Room
  - ACM Floor Tiles Only (3,100 SF)
- Meeting Room
  - ACM Fireplace Flooring (10 SF)

##### Ground/Main Floor

- Stairwell
  - ACM Stair Tread Adhesive (120 SF)

##### Main Floor

- Chief's Office, TV Room, Stairwell, Ready Room, Galley, Corridors, Office, Communications Room, Career Firefighters Rooms & Uniform/Parade Storage
  - ACM Floor Tiles Only (2,800 SF)
- Utility Room
  - ACM Floor Tiles & Mastic (30 SF)

*Note: If chemical removal is used on floor tile mastic or stair tread adhesive, after final air clearance, the abatement contractor shall wash flooring substrates with a neutralizing agent to prepare the substrate to accept new floor covering(s) and eliminate residual odors.*

- Abatement Contractor responsible for complete removal and disposal of approximately 6 SF of non-friable asbestos-containing Sink Anti-Sweat Tar, as detailed on attached ACM Location Drawings. Abatement Contractor responsible for all demolition required to access material(s), as well as for providing all equipment necessary to access material(s). See below for breakdown:

##### Main Floor

- Galley
  - ACM Sink Anti-Sweat Tar (6 SF)

- Abatement Contractor responsible for probing of wet walls/chases within identified bathrooms/utility closet/kitchen and responsible for total and complete removal and disposal of approximately 80 LF of friable presumed asbestos-containing Pipe Insulation and/or Mudded Joint Packing (Elbows), as detailed on attached ACM Location Drawings. Abatement Contractor responsible for all demolition required to access material(s), as well as for providing all equipment necessary to access material(s). See below for breakdown:

##### Ground Floor

- Kitchen & Bathrooms
  - PACM Pipe Insulation/Mudded Joint Packing (40 LF)

##### Main Floor

- Bathrooms & Utility Room
  - PACM Pipe Insulation/Mudded Joint Packing (40 LF)

*Location of Abatement Work Cont'd...*

**2) LEWIS TOMPKINS HOSE FIRE STATION (EXTERIOR ABATEMENT)**

- Abatement Contractor responsible for total and complete removal and disposal of approximately 2,270 SF and 535 LF of non-friable asbestos-containing Roofing Materials, as detailed on attached ACM Location Drawings. Abatement Contractor responsible for all demolition required to access material(s), as well as for providing all equipment necessary to access material(s). Temporary security and environmental protection throughout remaining openings shall be provided by the abatement contractor. See below for breakdown:
  - Lower Roof – Field, 3<sup>rd</sup> Layer Throughout, ACM Built-up Roofing (600 SF).
  - Lower Roof – Building Flashing, Bottom Layer, ACM Tar (100 SF)
  - Main Roof – Perimeter Flashing, 2<sup>nd</sup> Layer, ACM Tar (500 SF)
  - All Roofs – Perimeter Flashing Termination Bar, ACM Caulk (535 LF)
  - All Roofs – Under Perimeter Metal Coping, ACM Tar (1,070 SF)

*General Project Scheduling Note #1: Upon Notice of Award, abatement contractor to submit applicable regulatory notification(s).*

*General Project Scheduling Note #2: Upon Execution of Contract, abatement contractor has 6 weeks to complete abatement of all identified asbestos-containing materials (ACM) and presumed asbestos-containing materials (PACM).*

**END OF LOCATION OF WORK**

### **3.18 GENERAL**

- A. The Abatement Contractor will be responsible for repairing all building components damaged during abatement including, but not limited to: ceiling tiles, ceiling finishes, wall finishes, floor finishes, etc.
- B. The Abatement Contractor shall be responsible for all demolition required to access materials identified in scope of work and on associated drawings.
- C. Concealed conditions that are exposed and may require additional work shall be brought to the attention of the Owner immediately. The Abatement Contractor shall not abate these areas without a written notice to proceed. Additional asbestos abatement performed prior to the order to proceed will not be acknowledged.
- D. The Abatement Contractor shall remove asbestos-containing floor covering to the building substrate beneath; in areas indicted. Subsequent to final air clearance the substrate shall be washed with a neutralizing agent to prepare the substrate to accept new floor covering and eliminate residual odors.
- E. Power tools used to drill, cut into or otherwise disturb asbestos containing material shall be equipped with HEPA filtered local exhaust ventilation.
- F. The Abatement Contractor shall provide access to GFCI electrical power, required to perform the area air monitoring for this project, within and immediately adjacent to each work area.
- G. Unwrapped or unbagged ACM shall be immediately placed in an impermeable waste bag or wrapped in plastic sheeting.
- H. Coordinate all removal operations with the Owner.



**Asbestos Employee Medical Examination Statement  
Certificate of Worker Release  
Asbestos Employee Training Statement  
CERTIFICATE OF WORKERS'S ACKNOWLEDGEMENT**

PROJECT NAME: **City of Beacon: Beacon Fire Station Abatement**

CONTRACTOR'S NAME: \_\_\_\_\_

WORKING WITH ASBESTOS INVOLVES POTENTIAL EXPOSURE TO AIRBORNE ASBESTOS FIBERS. INHALING ASBESTOS FIBERS HAS BEEN LINKED WITH VARIOUS TYPES OF CANCER AND RESPIRATORY DISEASES. SMOKING CIGARETTES AND INHALATION OF ASBESTOS FIBERS INCREASES THE RISK THAT YOU WILL DEVELOP LUNG CANCER ABOVE THAT OF THE NON-SMOKING PUBLIC.

The Contract for this project requires your employer to 1) supply proper respiratory protection devices and training on their use 2) provide training on safe work practices and on use of the equipment used on the project 3) provide a medical examination meeting the requirements of 29 CFR 1926.1101. Your signature on this certificate, documents that your employer has fulfilled these contractual obligations and you understand the information presented to you.

**\*\*\*\*\*DO NOT SIGN THIS FORM UNLESS YOU FULLY UNDERSTAND THIS INFORMATION\*\*\*\*\***

RESPIRATORY PROTECTION: I have been trained in the proper use and limitations of the type of respiratory protection devices to be used on this project. I have reviewed the written respiratory protection program manual and a copy is available for my use. Respiratory protection equipment has been provided, by the Contractor, at no cost to me.

TRAINING COURSE: I have been trained in the risks and dangers associated with handling asbestos, breathing asbestos dust, proper work procedures, personal protection and engineering controls. I have satisfactorily completed and Asbestos Safety Training Program for New York State and have been issued a New York State Department of Health Certificate of Asbestos Safety Training.

MEDICAL EXAMINATION: I have satisfactorily completed a medical examination within the last 12 months that meets the OSHA requirement for an asbestos worker and included at least 1) medical history 2) pulmonary function 3) medical examination 4) approval to wear respiratory protection devices and may have included an evaluation of a chest x-ray.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ SS#: \_\_\_\_\_

Witness: \_\_\_\_\_ Date: \_\_\_\_\_

City of Beacon: Beacon Fire Station Abatement

ESTIMATE OF ACM QUANTITIES

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EACH ABATEMENT CONTRACTOR SHALL READ AND ACKNOWLEDGE THE FOLLOWING NOTICE. A SIGNED AND DATED COPY OF THIS ACKNOWLEDGMENT SHALL BE SUBMITTED WITH THE ABATEMENT CONTRACTOR'S BID FOR THIS PROJECT. FAILURE TO DO SO MAY, AT THE SOLE DISCRETION OF THE OWNER, RESULT IN THE BID BEING CONSIDERED NON-RESPONSIVE AND RESULT IN DISQUALIFICATION OF THE ABATEMENT CONTRACTOR'S BID ON THIS PROJECT.

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**\*\*\* NOTICE \*\*\***

*The linear and square footages listed within this specification are approximates. Abatement Contractor is required to visit the work locations prior to bid submittal in order to take actual field measurements within each listed location. The Abatement Contractor shall base their bid on actual quantities determined, by them, at the site walkthrough. Estimates provided in these specifications are for informational purposes only and shall not be considered a basis for Change Orders on this project.*

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**Acknowledgment:** I have read and understand the above NOTICE regarding removal quantity estimates and understand that estimates provided in these specifications are for informational purposes only and shall not be considered a basis for Change Orders on this project. The Abatement Contractor's signatory represents to the Owner that he/she has the authority of the entity he/she represents to sign this agreement on its behalf.

Company Name: \_\_\_\_\_  
Type or Print

BY: \_\_\_\_\_  
Signature Title Date

Print Name: \_\_\_\_\_

## ASSOCIATED ASBESTOS REMOVAL LOCATION DRAWINGS

➤ *City of Beacon: Beacon Fire Station Abatement*

- ❖ **AA-100** – Ground Floor Asbestos Abatements
- ❖ **AA-200** – Main Floor Asbestos Abatements
- ❖ **AA-300** – Roof Asbestos Abatements

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