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CONTRACT AND SPECIFICATIONS

RIVERHEAD WATER DISTRICT
TOWN OF RIVERHEAD
SUFFOLK COUNTY, NEW YORK



REHABILITATION OF PLANT NO. 10 STEEL GROUND STORAGE TANK

WD Capital Project No. 9
Project No: RDWD2002

TOWN SUPERVISOR
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TOWN COUNCIL
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TOWN CLERK
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MAY 2021

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The Town Board of Riverhead will receive bids for the "Rehabilitation of Plant No. 10 Steel Ground Storage Tank" for the Riverhead Water District at the Town Clerk's office, Town Hall, 200 Howell Avenue, Riverhead, New York 11901, until 11:00 A.M., on Thursday, June 3, 2021 at which time and place all bids will be publicly opened and read aloud for:

Rehabilitation of Plant No. 10 Steel Ground Storage Tank

WD Capital Project No. 9

PROJECT NO. RDWD2002

Plans and specifications may be examined on or after Thursday May 13, 2021 by visiting the Town of Riverhead website: <http://townofriverheadny.gov> and click on "Bid Requests". Plans and specifications are available in electronic format only from the aforementioned website.

Each proposal must be accompanied by a bid bond in the amount of five percent (5%) of the total bid, or a certified check made payable to the TOWN OF RIVERHEAD as assurance that the bid is made in good faith.

The right is reserved to reject any or all bids, to waive any informality, and to accept the lowest responsible bid.

BY ORDER OF THE TOWN BOARD
TOWN OF RIVERHEAD
SUFFOLK COUNTY, NEW YORK

ACTING AS THE GOVERNING BODY
OF THE RIVERHEAD WATER DISTRICT

TOWN CLERK, TOWN OF RIVERHEAD

DATED: May 13, 2021

END OF SECTION 001113

BIDS FOR PROJECT

The Town of Riverhead, at the Town Clerk's office, will receive SEALED PROPOSALS for:

RIVERHEAD WATER DISTRICT
Rehabilitation of Plant No. 10 Steel Ground Storage Tank
WD Capital Project No. 9
PROJECT NO.: RDWD2002

TIME AND PLACE OF BID

Bids are to be submitted in sealed opaque envelopes, and will be received by the Town of Riverhead, at the Town Clerk's office, Town Hall, 200 Howell Avenue, Riverhead, New York, not later than 11:00 A.M. prevailing time, on **Thursday, June 3, 2021** at which time and place they will be publicly opened and read aloud. Use of the mails shall be at the Bidder's own risk, and the Bidder shall be responsible for physical delivery of the bid at the time and place set for opening of bids

BID ENVELOPE

All proposals and either the certified check or bid bond must be placed in a sealed opaque envelope bearing the Bidder's firm name and address and marked, "PROJECT NO.: RDWD2002, REHABILITAION OF PLANT NO. 10 STEEL GROUND STORAGE TANK, FOR THE RIVERHEAD WATER DISTRICT, TOWN OF RIVERHEAD, SUFFOLK COUNTY, NEW YORK", but otherwise unmarked.

Bid package shall include TWO (2) COPIES each of Sections 004105 – Bidders Declaration, 004116 – Proposal; 004313 – Bid Security; 004519 – Non-Collusive Bidding Certificate; 004546 – NYS Vendor Responsibility Questionnaire; 004547 – Iran Divestment Act Certification; 004548 – Statement on Sexual Harassment Prevention and 004550 – Qualifications of Bidders.

PLANS AND SPECIFICATIONS

Plans and specifications may be examined on or after Thursday, May 13, 2021 by visiting the Town of Riverhead website: <http://townofriverheadny.gov> and click on "Bid Requests".

Plans and specifications are available from the aforementioned Town of Riverhead website only. All contractors who intend to submit a bid package are required to register on the web site.

VERBAL ANSWERS

The Town Board, its agents, servants or employees, or the Engineer, will not be responsible in any manner for verbal answers to any inquiries regarding the meaning of the contract drawings or Specifications given prior to the awarding of the contract.

EXAMINATION OF SITE

Bidders must satisfy themselves by personal examination of the location of the proposed work and of the actual conditions and requirements of the work and shall not, at any time after the submission of a proposal, dispute or complain of such estimate or assert that there was any misunderstanding in regard to the depth or character of excavation to be made or the nature of the work to be done.

Work on the tank may commence on or about September 15, 2021. The contractor may begin to mobilize and prepare the site for construction prior to September 15, 2021. The tank will be expected to be returned to service by May 1, 2022 as the tank must be available for service at that time.

PROPOSAL

The Proposal contained herein shall be used in making out bids. Any proposal not in accordance with these instructions or containing bids not asked for may be rejected. While separate prices are required for various items under this contract, it is understood that the contract will be awarded as a whole.

As the estimates of quantities of items stated in the Proposal are approximate only, bidders are required to submit their proposal upon and in the following express conditions, which shall apply and become part of every proposal received.

Bids will be compared by total amounts, said total amount being the sum of the products of the quantities multiplied by the unit price bid for the various items, with due consideration being given to the lump sum prices bid for any contingent or optional items. Unbalanced bids will not be accepted.

Each bidder shall fill out in ink, in both words and figures, in the spaces provided, its unit or lump sum bid, as the case may be, for each item in said Proposal for which it is submitting a bid. If there is any discrepancy between the prices in words and figures, the prices in words shall govern as unit and lump sum prices.

A bid which does not include bids for all items in the Proposal may not be considered valid.

If the contract is not awarded by the Town Board within ninety (90) days after the receipt of bids, the obligation of the bidder under this Proposal may terminate at its option and it shall thereupon be entitled to a refund of its certified check or release of its bid bond furnished by it as security with its proposal.

BID BOND OR CERTIFIED CHECK

Each proposal from a Contractor shall be accompanied by a bid bond or certified check on a solvent bank of the STATE OF NEW YORK, in the amount of five percent (5%) of the total bid. Such check shall be made payable to TOWN OF RIVERHEAD, RIVERHEAD, NEW YORK, and the amount thereof shall be the measure of liquidated damages which the Town may sustain by failure, neglect or refusal of the bidder to execute and deliver the contract, should the contract be awarded to it. The checks of all unsuccessful bidders will be returned upon the rejection of bids and the awarding of the contract; also, the check of the successful bidder will be returned upon the execution of the contract and the furnishing of the required bond.

NAME OF BIDDER

Each bidder must state, in its proposal, its full name and business address, and the full name of every person, firm or corporation, interested in same, and the address of every person or firm, or president and secretary of every corporation, interested with it.

QUALIFICATIONS OF BIDDERS

- (1) The Town Board reserves the right to waive any informalities in, or reject any and all bids. The Board reserves the right to reject any and all bids which do not conform to the Proposal.
- (2) All bidders must prove to the satisfaction of the Town Board that they are reputable, reliable and responsible, and that they possess the necessary qualifications (financial, labor, equipment and otherwise) to complete successfully the proposed work.

- (3) In determining the qualifications of a bidder, the Town Board will consider its record in the performance of any contracts entered into by it for the work contemplated or of similar nature, may make such investigation as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Board all such information and data for this purpose as the Town Board may request.
- (4) The Town Board shall be the sole judge of the qualifications of the bidders and of the merits thereof and reserves the right to reject any bid if the record of the bidder in the performance of contracts, payment of bills and meeting of obligations to subcontractors, material men or employees is not satisfactory to the Town Board, or if the evidence submitted by, or the investigation of, such bidders fails to satisfy the Town Board that it is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

PERFORMANCE AND MAINTENANCE BOND

The Contractor shall furnish a Performance Bond, Labor and Materials Bond, and a one (1) year Maintenance Bond each in an amount equal to one hundred (100%) percent of the total contract price as security for its faithful performance of this contract, for the payment of all persons performing labor or furnishing materials in connection with this contract. Such bonds shall also cover any penalties, interest charges and assessments levied by any governmental unit for failure to comply with laws and/or regulations governing public work. The Maintenance Bond shall be an assurance that all work and materials provided under this contract shall be maintained for a minimum period of one (1) year. The Maintenance Bond shall be furnished following final completion, and payment under the contract. The contractor shall be required to furnish all guarantees and warranties of manufacturers of products in connection with this contract, but no manufacturer's limitation of time shall act to limit the responsibility of the contractor or its surety hereunder.

The surety must be licensed in the State of New York and have a BEST A rating, or the surety shall present information satisfactory to the TOWN/DISTRICT to permit the TOWN/DISTRICT to accept the bond.

At the time of submission of bonds or at any time thereafter, the TOWN/DISTRICT may evaluate the surety or sureties proposed, and demand a change of surety if it determines that the financial position of such surety does not provide for a proper protection of the interests of the TOWN/DISTRICT. The TOWN/DISTRICT shall be guided by its legal counsel, and insurance industry consultants in determining proper sureties for TOWN/DISTRICT public works contracts. If the TOWN/DISTRICT notifies the contractor in writing that a surety is unacceptable for any reason, then the contractor shall replace the surety and the bond in question within five (5) business days with a surety and bond deemed suitable by the said TOWN/DISTRICT. The premiums charged for all such bonds shall be a cost of the contractor and not the TOWN/DISTRICT. Upon notice to change surety being forwarded to a contractor, no further payments shall be made until a new bond in proper form naming an acceptable surety is provided.

SIGNATURE OF CONTRACTOR

The bidder to whom a contract may be awarded shall attend at the office of the Town Board, with the sureties offered by it, within seven (7) days, Saturdays and Sundays excepted, after date of notification of the acceptance of its proposal, and there sign the contract in quadripartite for the work and furnish approved security for its performance.

In case of failure to do so, the bidder shall be considered as having abandoned the same, and the check accompanying its proposal shall be forfeited to the Town Board, or the penalty of the bid bond shall be invoked.

CONTRACTOR'S INSURANCE

The Contractor shall not commence any work until it has obtained and had approved by the Town all of the insurance specified and required by the Contract.

The Contractor shall not permit any subcontractor to commence any operation on the site until satisfactory proof of carriage of the above required insurance has been posted with, and approved by, the Town Board.

RESPONSIBILITY OF BIDDER

Attention is hereby particularly directed to the provisions of the contract whereby the Contractor will be responsible for any loss or damage that may happen to the work or any part thereof during its progress; and also whereby the Contractor shall make good any defects or faults that may occur during the progress of the work or within twelve (12) months after date of the Engineer's approval of the final payment request.

LABOR RATES

The Contractor shall pay not less than the minimum hourly wage rates on this contract as established in accordance with Section 220 of the Labor Law, as shown on the Wage Schedule and Prevailing Rate Schedule, either shown on the following pages or the current prevailing rates paid at the time of construction.

APPRENTICESHIP PROGRAM

Pursuant to Section 816-(b) of the New York Labor Law, the Riverhead Water District has adopted a Resolution relating to approved apprenticeship programs. If the successful bidder's bid hereunder exceeds the sum of \$250,000.00, such bidder shall, prior to entering into a contract with the District, be required to have an appropriate apprenticeship agreement that has been registered with and approved by the Commissioner of the New York State Department of Labor pursuant to the requirements found in Article 23 of the New York Labor Law. Any subcontractors under this contract shall also, in all respects, comply with these provisions.

COMPLETION OF WORK

Work is required to be completed to the satisfaction of the Engineer, and in substantial accordance with the Specifications hereunto annexed and the Plans therein referred to and the Change Orders amended to the Contract.

RESPONSIBILITY OF CONTRACTOR

Attention is hereby particularly directed to the provisions of the contract whereby the Contractor will be responsible for any loss or damage that may happen to the work or any part thereof during its progress; and also whereby the Contractor shall make good any defects or faults that may occur during the progress of the work or within twelve (12) months after its completion and acceptance. Any progress payments made by the Town during the completion of this contract by the Contractor shall not be a waiver of the foregoing provision.

TOWN BOARD
TOWN OF RIVERHEAD
SUFFOLK COUNTY, NEW YORK

END OF SECTION 002113

BIDDER'S DECLARATION:

The undersigned, as Bidder, declares that the only person or persons interested in this bid or proposal as principal or principals is or are named herein; and that no other person than herein named has any interest in this proposal or in the contract proposed to be taken; that this bid or proposal is made without any connections with any other person or persons making a bid or proposal for the same purpose; that the bid or proposal is in all respects fair and without collusion or fraud; that it has examined the site of the work and the Contract Documents; and fully understands all the same; and it proposes and agrees, if this proposal is accepted, it will contract with the Riverhead Water District in the Contract accompanying this bid to furnish all the material, implements, etc., and perform all the work required in accordance with the Contract Documents; and it will accept in full payment therefore the following sums to wit:

Acknowledgement that the foregoing Bidder's Declaration is true and factual.

SIGNATURE	PRINT NAME	TITLE	DATE
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END OF SECTION 004105

Board:

The undersigned hereby offers to furnish all labor, equipment, materials and appurtenances for **Rehabilitation of Plant No. 10 Steel Ground Storage Tank**, all in accordance with the plans and specifications prepared by H2M architects + engineers for the following unit and lump sum prices:

ITEM 1 - MOBILIZATION AND DEMOBILIZATION

For mobilization, demobilization, and site restoration, as specified. (Item not to exceed 5% of the total base bid).

LUMP SUM: _____ (\$)
DOLLARS

ITEM 2 - CONTAINMENT

For full containment during exterior paint removal, surface preparation, and painting operations including ground cover and decontamination trailer as specified.

LUMP SUM: _____ (\$)
DOLLARS

ITEM 3 - PRESSURE WASHING

For pressure washing of interior water cavity and exterior to be performed prior to any blasting and painting and for pressure washing of interior water cavity and exterior after application of prime coat, but prior to any additional coat(s) as specified.

LUMP SUM: _____ (\$)
DOLLARS

ITEM 4 - AIR MONITORING

For air monitoring during all surface preparation and painting operations in accordance with New York State Health Department CAMP requirements as specified.

LUMP SUM: _____ (\$)
DOLLARS

ITEM 5 - EXTERIOR SURFACE PREPARATION

For complete commercial blast (SSPC SP-6) of all exterior tank surfaces, proper disposal of all spent abrasive and paint materials, and worker protection as specified.

LUMP SUM: _____ (\$)
DOLLARS

ITEM 6 - EXTERIOR PAINTING*

For complete painting of tank exterior using the specified coating system.

LUMP SUM: _____ (\$)
DOLLARS

ITEM 6A - TANK EXTERIOR PAINTING (ALTERNATE)*

For complete painting of tank exterior using the specified alternate coating system.

LUMP SUM: _____ (\$)
DOLLARS

ITEM 7 - INTERIOR SURFACE PREPARATION

For complete near white-metal blast (SSPC SP-10) of all interior water cavity surfaces, and proper disposal of all spent abrasive and paint materials and decontamination trailer.

LUMP SUM: _____ (\$)
DOLLARS

ITEM 8 - INTERIOR PAINTING

For complete painting of all interior water cavity surfaces using the specified coating system and for providing heating and dehumidification of tank interior and temporary power during all surface preparation, painting and curing periods.

LUMP SUM: _____ (\$)
DOLLARS

ITEM 9 - ROOF BRACKETS

For removing existing roof brackets and grind smooth to be flush with tank surface.

PRICE PER
BRACKET: _____ (\$)
DOLLARS

LUMP SUM: _____ (\$)
(For 36+/- Brackets)
DOLLARS

ITEM 10 - OVERFLOW DRAIN

For removing, modifying, and replacing overflow flange and screen as specified. For reinstalling overflow drain cage.

LUMP SUM: _____ (\$)
DOLLARS

ITEM 11 - RESTORATION

For grading and restoring site upon completion of work, including soil preparation, hydroseeding, and landscaping.

LUMP SUM: _____ (\$)
DOLLARS

ITEM 12 - VANDAL GUARD

For removal and disposal of existing vandal guard and for furnishing and installing new vandal guard.

LUMP SUM: _____ (\$)
DOLLARS

ITEM 13 - ROOF SAFETY CABLE

For new roof safety cable and associated attachment accessories as specified.

LUMP SUM: _____ (\$)
DOLLARS

ITEM 14 - DISINFECTION AND WATER QUALITY SAMPLING

For disinfection and water quality sampling as specified.

LUMP SUM: _____ (\$)
DOLLARS

ITEM 15 - FOUNDATION PREPARATION AND COATING

For complete commercial blast (SSPC SP-7) of all tank foundation surfaces, proper disposal of all spent abrasive and paint materials, caulking, new foundation coating and worker protection air monitoring as specified.

LUMP SUM: _____ (\$)
DOLLARS

ITEM 16 - 6" PVC CONDUIT AND FIRE DEPARTMENT ANTENNA (CONTINGENCY)**

For the removal, storage and reinstall of the existing Fire District equipment including two antennae, mounting pipe, support array, grounding system, PVC Boot, PVC Conduit, conduit mountings, communication cables, ground wire and buss bar and misc. hardware.

LUMP SUM: _____ (\$)
DOLLARS

ITEM 17 - PIT FILLER (CONTINGENCY)

For application of pit filler to all pit rusted areas.

PRICE PER

GALLON: _____ (\$)
DOLLARS

LUMP SUM: _____ (\$)
(For 20 Gallons) DOLLARS

ITEM 18 - SEAM SEALANT (CONTINGENCY)

Application of seam sealant as directed by the engineer.

PRICE PER LINEAR

FOOT: _____ (\$)
DOLLARSLUMP SUM: _____ (\$)
(For 4,000 Linear Feet) DOLLARS**ITEM 19 - WELD SEAM REPAIRS (CONTINGENCY)**

For weld seam repairs as directed by the Engineer.

PRICE PER LINEAR

FOOT: _____ (\$)
DOLLARSLUMP SUM: _____ (\$)
(For 200 Linear Feet) DOLLARS**ITEM 20 - 6"X6" PIT REPAIR PLATES (CONTINGENCY)**

For furnishing and installing new 6" x 6" pit repair plates as specified.

PRICE PER

PLATE: _____ (\$)
DOLLARSLUMP SUM: _____ (\$)
(For 10 Plates) DOLLARS**ITEM 21 - 12"X12" PIT REPAIR PLATES (CONTINGENCY)**

For furnishing and installing new 12" x 12" pit repair plates as specified.

PRICE PER

PLATE: _____ (\$)
DOLLARSLUMP SUM: _____ (\$)
(For 10 Plates) DOLLARS**ITEM 22 - CASH ALLOWANCES**

For all cash allowances for additional work, as specified in Section 012100 – Allowances.

LUMP SUM: Twenty Thousand & 00/100 (\$20,000.00)
(Forced Bid Amount of \$20,000) DOLLARS**TOTAL BID (Sum of Items 1-6, 7-23)**_____
DOLLARS (\$)

TOTAL ALTERNATE BID (Sum of Items 1-5 and 6A-23)

DOLLARS	(\$)
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* Items 6 and 6A **may not** be bid together. If Item 6 is awarded, Item 6A cannot be awarded and vice versa.

** Item 16 may or may not be awarded based on the discretion of the Riverhead Water and Fire District.

The Town of Riverhead/Riverhead Water District reserves the right to award this contract based on either the total base bid, alternate bide, or any combination of bid items, as may be in the best interest of the Riverhead Water District. The award shall be made to the lowest responsible bidder based upon the bid items awarded. The Town/District reserves the right to reject any or all bids. The Town/District reserves the right to award this contract within ninety (90) days of the bid opening.

Within ten (10) consecutive calendar days after the date of the Notice of Award, the bidder shall execute the contract and furnish the required bonds and insurances. The Notice to Proceed will be issued after the contract has been executed by the Owner.

All work shown and specified in the contract documents and included in this bid shall be completed within One Hundred and Twenty (120) consecutive calendar days from the date of the Notice to Proceed. Work on the tank may commence on or about September 15, 2021. In the event that the commencement date is extended or the contractor is unable to perform work on the tank due to reasons outside their control (ie. weather, seasonal demand, etc.), the tank must be turned over to the District ready for service by May 1, 2022.

In addition to liquidated damages, specific damages will be assessed and deducted from amounts otherwise due the contractor for additional inspection and contract management time required to be expended by the Engineer should the project be completed beyond the contract completion date. Such deduction shall be in accordance with the billing rates and fees established between H2M and the Riverhead Water District.

The contractor shall coordinate all work with the Owner to minimize disturbances to Owner operations.

The bidder represents herewith that he is aware of the working conditions, has carefully reviewed the proposal and specifications, has checked and certifies the accuracy of the bid.

The undersigned hereby acknowledges receipt of the following addenda (if any):

ADDENDUM NO.

DATED

Each proposal shall be accompanied by either a certified check drawn on a solvent bank with an office in the State of New York, or a bid bond equal to five percent (5%) of the total amount of the bid and payable to the Riverhead Water District. The certified check or bid bond shall specify which contract it accompanies.

**SECURITY ENCLOSED FOR THIS SECTION
(TOTAL BASE BID)**

**YES / NO
(Circle One)**

PROPOSAL CERTIFICATION

This Bid is hereby submitted by:

BIDDER: _____

BIDDER'S ADDRESS: _____

SIGNED BY: _____ TITLE: _____

PRINT NAME: _____ DATE: _____

FEDERAL I.D. NO. OR
SOCIAL SECURITY NO.: _____

Telephone number where the contractor or a competent representative can accept a telephone message and provide a reasonable reply as soon as possible, but within 24 hours of being contacted.

DAY: _____ NIGHT: _____

EMERGENCY: _____ FAX: _____

EMAIL: _____

Acknowledgement that the Qualification of Bidders section has been fully completed/executed.

SIGNATURE PRINT NAME TITLE DATE

END OF SECTION 004116

Enclosed is a certified check or bid bond for five percent (5%) of the total amount of the bid as required in the foregoing "Information for Bidders".

The Bidder hereby agrees to appear with its sureties at the office of the attorney of the Riverhead Water District within ten (10) calendar days after due notice from the Town Board that the Contract has been awarded to it and is ready for signature; such notice to be given in writing within forty five (45) days of opening of the bids; and, on the signing of such Contract by the Bidder, to furnish the indemnifying bonds as provided in the Contract.

The Bidder hereby further agrees that in the event of its failure or refusal to enter into a contract in accordance with this bid within ten (10) days after due notice from the Board that the Contract has been awarded to it and is ready for signature, as given in accordance with the Contract Documents and/or its failure to execute and deliver the bond for the full amount of the Contract price, as provided in said Contract Documents, the Bidder's check or bid bond which is herewith deposited with the Board (at the option of said Board) become due and payable as ascertained and liquidated damages for such default; otherwise, said check or bid bond will be returned to the undersigned.

The full names and residences of all persons and parties interested in the foregoing bid as principals are as follows:

NAME

ADDRESS

NAME OF BIDDER: _____

BUSINESS ADDRESS OF BIDDER: _____

Telephone number where the bidder or a competent representative can accept a telephone message and provide a reasonable reply as soon as possible, but no later than twenty four (24) hours:

DAY: _____

EVENING: _____

DATED AT: _____

THE _____

DAY OF _____, 20_____

END OF SECTION 004313

Riverhead Water District**Suffolk County, New York**

Bidders shall submit to the Owner the names of the Subcontractors which the Bidder proposes to use on the project. The Owner reserves the right to disapprove the use of any proposed subcontractor and in such event the Bidder shall submit the name of another Subcontractor in the like manner and in the time specified by the Owner. Such disapproval shall not result in additional costs to the Owner. The Owner reserves the right to reject any bid if the name of the proposed Subcontractors, or additional subcontractor information, is not submitted as required.

BIDDER:

FIRM NAME: _____

ADDRESS: _____

PREPARED BY: _____

SIGNED BY: _____

TITLE: _____

END OF SECTION 004350

1.0 - INDEMNITY

The Contractor and all subcontractors performing work in connection with this Contract shall HOLD HARMLESS, INDEMNIFY and DEFEND the Owner and Engineer, their consultants and each of their officers, agents and employees from any liability, claims, losses or damage including reasonable costs of defense arising out of or alleged to arise from the Contractor's or subcontractor's negligence in the performance of the work described in the Contract Documents, but not including liability that may be due to the sole negligence of the Owner, the Engineer or their officers, agents and employees.

2.0 - LIMITATION OF LIABILITY

The Contractor and all subcontractors agree to limit the liability of the Owner and the Engineer due to the Engineer's professional negligent errors or omissions such that the total aggregate liability of the Engineer to those named shall not exceed Fifty Thousand Dollars (\$50,000) or five percent (5%) of the Contract award amount, whichever is greater.

3.0 - NO CLAIM FOR DELAY

The Contractor and all subcontractors agree to HOLD HARMLESS from any and all claims for loss or damages of any nature against the Owner or Engineer for delays in commencement, performance or completion of the Contract, regardless of whether said delays are, or may be, caused by the Owner, Engineer or any governmental agency.

END OF SECTION 004355

NON-COLLUSIVE BIDDING CERTIFICATE

Pursuant to Section 103-D of the General Municipal Law, the Contractor makes the following statement under penalty of perjury, and by submission of this bid or proposal, the Bidder certifies that:

(a) this bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor; (b) this bid or proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the opening of the bids or proposals for this project to any other bidder, competitor or potential competitor; (c) no attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; (d) the person signing this bid or proposal certified that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the Bidder as well as to the person signing in its behalf; (e) attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signatory of the bid or proposal on behalf of the corporate bidder.

Resolved that _____
(Name of Corporation)
be authorized to sign and submit the bid or proposal of this corporation for the following project:

Rehabilitation of Plant No. 10 Steel Ground Storage Tank
(Name of Project)

and to include in such bid or proposal the certificate as to non-collusion required by Section 103-D of the General Municipal Law as the act and deed of said corporation; and for any inaccuracies or misstatements in such certificate, this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by _____
at a meeting of its Board of Directors held on the _____ day of _____, 20____

(Seal of the Corporation) Secretary: _____

Respectfully submitted,

FIRM NAME: _____

FIRM ADDRESS: _____

SIGNED BY: _____

TITLE: _____

END OF SECTION 004519

Vendor Responsibility Questionnaire begins on the following page.

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

You have selected the For-Profit Construction questionnaire, commonly known as the "CCA-2," which may be printed and completed in this format or, **for your convenience, may be completed online using the [New York State VendRep System](#).**

COMPLETION & CERTIFICATION

The person(s) completing the questionnaire must be knowledgeable about the vendor's business and operations. An owner or official must certify the questionnaire and the signature must be notarized.

NEW YORK STATE VENDOR IDENTIFICATION NUMBER (VENDOR ID)

The Vendor ID is a ten-digit identifier issued by New York State when the vendor is registered on the Statewide Vendor File. This number must now be included on the questionnaire. If the business entity has not obtained a Vendor ID, contact the IT Service Desk at ITServiceDesk@osc.state.ny.us or call 866-370-4672.

DEFINITIONS

All underlined terms are defined in the "New York State Vendor Responsibility Definitions List," found at <http://www.osc.state.ny.us/vendrep/documents/questionnaire/definitions.pdf>. These terms may not have their ordinary, common or traditional meanings. Each vendor is strongly encouraged to read the respective definitions for any and all underlined terms. By submitting this questionnaire, the vendor agrees to be bound by the terms as defined in the "New York State Vendor Responsibility Definitions List" existing at the time of certification.

RESPONSES

Every question must be answered. Each response must provide all relevant information which can be obtained within the limits of the law. However, information regarding a determination or finding made in error which was subsequently corrected or overturned, and/or was withdrawn by the issuing government entity, is not required. Individuals and Sole Proprietors may use a Social Security Number but are encouraged to obtain and use a federal Employer Identification Number (EIN).

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

BUSINESS ENTITY INFORMATION				
<u>Legal Business Name</u>		<u>EIN</u> _____		
Address of the <u>Principal Place of Business</u> (street, city, state, zip code)		<u>New York State Vendor Identification Number</u>		
		<u>Telephone</u> ext.	<u>Fax</u>	
		<u>Website</u>		
Authorized Contact for this Questionnaire				
<u>Name</u>		<u>Telephone</u> ext.	<u>Fax</u>	
<u>Title</u>		<u>Email</u>		
Additional <u>Business Entity</u> Identities: If applicable, list any other <u>DBA</u> , <u>Trade Name</u> , <u>Former Name</u> , Other Identity, or <u>EIN</u> used in the last five (5) years, the state or county where filed and the status (active or inactive).				
<u>Type</u>	<u>Name</u>	<u>EIN</u>	<u>State or County where filed</u>	<u>Status</u>

I. BUSINESS CHARACTERISTICS				
1.0 <u>Business Entity Type</u> – Check appropriate box and provide additional information:				
a) <input type="checkbox"/> <u>Corporation</u> (including <u>PC</u>)	Date of Incorporation			
b) <input type="checkbox"/> <u>Limited Liability Company</u> (<u>LLC</u> or <u>PLLC</u>)	Date Organized			
c) <input type="checkbox"/> <u>Limited Liability Partnership</u>	Date of Registration			
d) <input type="checkbox"/> <u>Limited Partnership</u>	Date Established			
e) <input type="checkbox"/> <u>General Partnership</u>	<u>Date Established</u>	<u>County (if formed in NYS)</u>		
f) <input type="checkbox"/> <u>Sole Proprietor</u>	How many years in business?			
g) <input type="checkbox"/> <u>Other</u>	Date Established			
If Other, explain:				
1.1 Was the <u>Business Entity</u> formed in New York State?			<input type="checkbox"/> Yes <input type="checkbox"/> No	
If "No," indicate jurisdiction where the <u>Business Entity</u> was formed:				
<input type="checkbox"/> United States	<u>State</u>			
<input type="checkbox"/> Other	<u>Country</u>			

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

I. BUSINESS CHARACTERISTICS			
1.2 Is the <u>Legal Business Entity</u> publicly traded?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
If "Yes," provide the <u>CIK</u> code or Ticker Symbol:			
1.3 Is the <u>Business Entity</u> currently <u>registered to do business in New York State</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
<i>Note: Select "Not Required" if the Business Entity is a Sole Proprietor or General Partnership</i>			
If "No," explain why the <u>Business Entity</u> is not required to be <u>registered to do business in New York State</u> :			
1.4 Is the responding <u>Business Entity</u> a <u>Joint Venture</u> ? Note: If the submitting <u>Business Entity</u> is a <u>Joint Venture</u> , also submit a separate questionnaire for each <u>Business Entity</u> comprising the <u>Joint Venture</u> .	<input type="checkbox"/> Yes <input type="checkbox"/> No		
1.5 If the <u>Business Entity's Principal Place of Business</u> is not in New York State, does the <u>Business Entity</u> maintain an office in New York State? <i>(Select "N/A" if Principal Place of Business is in New York State.)</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
If "Yes," provide the address and telephone number for one office located in New York State.			
1.6 Is the <u>Business Entity</u> a New York State certified <u>Minority-Owned Business Enterprise</u> , or <u>Women-Owned Business Enterprise</u> , or <u>New York State Small Business</u> , or federally certified <u>Disadvantaged Business Enterprise</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
If "Yes," check all that apply:			
<input type="checkbox"/> New York State certified <u>Minority-Owned Business Enterprise</u> (MBE) <input type="checkbox"/> New York State certified <u>Women-Owned Business Enterprise</u> (WBE) <input type="checkbox"/> <u>New York State Small Business</u> <input type="checkbox"/> Federally certified <u>Disadvantaged Business Enterprise</u> (DBE)			
1.7 Identify each person or business entity that is, or has been within the past five (5) years, <u>Principal Owner</u> of 5.0% or more of the firm's shares; a <u>Business Entity Official</u> ; or one of the five largest shareholders, if applicable. <i>(Attach additional pages if necessary.)</i>			
<u>Joint Ventures:</u> Provide information for all firms involved.			
Name <i>(For each person, include middle initial)</i>	Title	Percentage of ownership <i>(Enter 0%, if not applicable)</i>	Employment status with the firm
			<input type="checkbox"/> Current <input type="checkbox"/> Former
			<input type="checkbox"/> Current <input type="checkbox"/> Former
			<input type="checkbox"/> Current <input type="checkbox"/> Former
			<input type="checkbox"/> Current <input type="checkbox"/> Former

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

II. AFFILIATE and JOINT VENTURE RELATIONSHIPS		
2.0 Are there any other <u>construction</u> -related firms in which, now or in the past five years, the submitting <u>Business Entity</u> or any of the individuals or business entities listed in question 1.7 either owned or owns 5.0% or more of the shares of, or was or is one of the five largest shareholders or a director, officer, partner or proprietor of said other firm? <i>(Attach additional pages if necessary.)</i>		<input type="checkbox"/> Yes <input type="checkbox"/> No
Firm/Company Name	Firm/Company EIN (If available)	Firm/Company's Primary Business Activity
Firm/Company Address		
Explain relationship with the firm and indicate percent of ownership, if applicable (enter N/A, if not applicable):		
Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting <u>Business Entity</u> has in common with this firm?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Individual's Name <i>(Include middle initial)</i>	Position/Title with Firm/Company	
2.1 Does the <u>Business Entity</u> have any <u>construction</u> -related <u>affiliates</u> not identified in the response to question 2.0 above? <i>(Attach additional pages if necessary.)</i>		<input type="checkbox"/> Yes <input type="checkbox"/> No
Affiliate Name	Affiliate EIN (If available)	Affiliate's Primary Business Activity
Affiliate Address		
Explain relationship with the affiliate and indicate percent of ownership, if applicable <i>(enter N/A, if not applicable)</i> :		
Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting Business Entity has in common with this affiliate?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Individual's Name <i>(Include middle initial)</i>	Position/Title with Firm/Company	
2.2 Has the <u>Business Entity</u> participated in any <u>construction</u> -related <u>Joint Ventures</u> within the past three (3) years? <i>(Attach additional pages if necessary.)</i>		<input type="checkbox"/> Yes <input type="checkbox"/> No
Joint Venture Name	Joint Venture EIN (If available)	Identify parties to the Joint Venture

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

III. CONTRACT HISTORY

3.0 Has the <u>Business Entity</u> completed any <u>construction</u> contracts?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>If "Yes," list the ten most recent <u>construction</u> contracts the <u>Business Entity</u> has completed using Attachment A – Completed Construction Contracts, found at www.osc.state.ny.us/vendrep/documents/questionnaire/ac3294s.doc.</p> <p>If less than ten, include most recent subcontracts on projects up to that number.</p>	
3.1 Does the <u>Business Entity</u> currently have uncompleted <u>construction</u> contracts?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>If "Yes," list all current uncompleted <u>construction</u> contracts by using Attachment B – Uncompleted Construction Contracts, found at www.osc.state.ny.us/vendrep/documents/questionnaire/ac3295s.doc.</p> <p>Note: Ongoing projects must be included.</p>	

IV. INTEGRITY – CONTRACT BIDDING

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

4.0 Been <u>suspended</u> or <u>debarred</u> from any <u>government</u> contracting process or been <u>disqualified</u> on any <u>government</u> procurement?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.1 Been subject to a denial or revocation of a <u>government</u> prequalification?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.2 Had any bid rejected by a <u>government entity</u> for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.3 Had a proposed subcontract rejected by a <u>government entity</u> for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.4 Had a low bid rejected on a <u>government contract</u> for failure to make <u>good faith efforts</u> on any <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> or <u>Disadvantaged Business Enterprise</u> goal or <u>statutory affirmative action requirements</u> on a previously held contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.5 Agreed to a voluntary exclusion from bidding/contracting with a <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.6 Initiated a request to withdraw a bid submitted to a <u>government entity</u> or made any claim of an error on a bid submitted to a <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No

For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, project(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.

V. INTEGRITY – CONTRACT AWARD

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

5.0 Defaulted on or been <u>suspended</u> , <u>cancelled</u> or <u>terminated</u> for cause on any contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.1 Been subject to an <u>administrative proceeding</u> or civil action seeking specific performance or restitution (except any disputed work proceeding) in connection with any <u>government contract</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.2 Entered into a formal monitoring agreement, consent decree or stipulation settlement as specified by, or agreed to with, any <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.3 Had its surety called upon to complete any contract whether government or private sector?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.4 Forfeited all or part of a standby letter of credit in connection with any <u>government contract</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

V. INTEGRITY – CONTRACT AWARD

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

For each “Yes,” provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity/owners involved, project(s), contract number(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.

VI. CERTIFICATIONS/LICENSES

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

6.0	Had a revocation or <u>suspension</u> of any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.1	Had a denial, decertification, revocation or forfeiture of New York State certification of <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> or a federal certification of <u>Disadvantaged Business Enterprise</u> status, for other than a change of ownership?	<input type="checkbox"/> Yes <input type="checkbox"/> No

For each “Yes,” provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.

VII. LEGAL PROCEEDINGS/GOVERNMENT INVESTIGATIONS

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

7.0	Been the subject of a criminal <u>investigation</u> , whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or <u>federal</u> law?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.1	Been the subject of: <ul style="list-style-type: none"> (i) An indictment, grant of immunity, <u>judgment</u> or conviction (including entering into a plea bargain) for conduct constituting a crime; or (ii) Any criminal <u>investigation</u>, felony indictment or conviction concerning the formation of, or any business association with, an allegedly false or fraudulent <u>Minority-Owned Business Enterprise</u>, <u>Women-Owned Business Enterprise</u>, or a <u>Disadvantaged Business Enterprise</u>? 	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.2	Received any <u>OSHA</u> citation, which resulted in a final determination classified as <u>serious</u> or <u>willful</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.3	Had a <u>government entity</u> find a willful prevailing wage or supplemental payment violation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.4	Had a New York State Labor Law violation deemed willful?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.5	Entered into a consent order with the New York State Department of Environmental Conservation, or a <u>federal</u> , state or local government enforcement determination involving a violation of <u>federal</u> , state or local environmental laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

VII. LEGAL PROCEEDINGS/GOVERNMENT INVESTIGATIONS

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

<p>7.6 Other than previously disclosed, been the subject of any <u>citations</u>, notices or violation orders; a pending administrative hearing, proceeding or determination of a violation of:</p> <ul style="list-style-type: none"> • <u>Federal</u>, state or local health laws, rules or regulations; • <u>Federal</u>, state or local environmental laws, rules or regulations; • Unemployment insurance or workers compensation coverage or <u>claim</u> requirements; • Any labor law or regulation, which was deemed willful; • Employee Retirement Income Security Act (ERISA); • <u>Federal</u>, state or local human rights laws; • <u>Federal</u>, state or local security laws? 	<input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.

Note: Information regarding a determination or finding made in error, which was subsequently corrected or overturned, and/or was withdrawn by the issuing government entity, is not required.

VIII. LEADERSHIP INTEGRITY

If the Business Entity is a Joint Venture Entity, answer "N/A - Not Applicable" to questions in this section.

Within the past five (5) years has any individual previously identified or any individual currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the Business Entity with any government entity been:

<p>8.0 <u>Sanctioned</u> relative to any business or professional permit and/or license?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<p>8.1 <u>Suspended</u>, <u>debarred</u> or <u>disqualified</u> from any <u>government contracting process</u>?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<p>8.2 The subject of a criminal <u>investigation</u>, whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or <u>federal</u> law?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<p>8.3 Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for:</p> <ol style="list-style-type: none"> (i) Any business-related activity, including but not limited to fraud, coercion, extortion, bribe or bribe-receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price-fixing or collusive bidding; or (ii) Any crime, whether or not business-related, the underlying conduct of which related to truthfulness, including but not limited to the filing of false documents or false sworn statements, perjury or larceny 	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

For each "Yes," provide an explanation of the issue(s), the individual involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.

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

IX. FINANCIAL AND ORGANIZATIONAL CAPACITY

9.0 Within the past five (5) years, has the Business Entity or any affiliate received any formal unsatisfactory performance assessment(s) from any government entity on any contract? Yes No

If "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

9.1 Within the past five (5) years, has the Business Entity or any affiliate had any liquidated damages assessed over \$25,000? Yes No

If "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

9.2 Within the past five (5) years, has the Business Entity or any affiliate had any liens, claims or judgments over \$25,000 filed against the Business Entity which remain undischarged or were unsatisfied for more than 90 days? (Note: Including but not limited to tax warrants or liens. Do not include UCC filings.) Yes No

If "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the Lien holder or Claimants' name(s), the amount of the lien(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

9.3 In the last seven (7) years, has the Business Entity or any affiliate initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending? Yes No

If "Yes," provide the Business Entity involved, the relationship to the submitting Business Entity, the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with numbered responses.

9.4 What is the Business Entity's Bonding Capacity?

a. Single Project b. Aggregate (All Projects)

9.5 List Business Entity's Gross Sales for the previous three (3) Fiscal Years:

1st Year (Indicate year) Gross Sales	2nd Year (Indicate year) Gross Sales	3rd Year (Indicate year) Gross Sales
--	--	--

9.6 List Business Entity's Average Backlog for the previous three (3) fiscal years:
 (Estimated total value of uncompleted work on outstanding contracts)

1st Year (Indicate year) Amount	2nd Year (Indicate year) Amount	3rd Year (Indicate year) Amount
-------------------------------------	-------------------------------------	-------------------------------------

9.7 Attach Business Entity's most recent annual financial statement and accompanying notes or complete Attachment C – Financial Information, found at www.osc.state.ny.us/vendrep/documents/questionnaire/ac3296s.xls.
(This information must be attached.)

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT CONSTRUCTION (CCA-2)****X. FREEDOM OF INFORMATION LAW (FOIL)**

10.0 Indicate whether any information provided herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL). Yes No

Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL. Attach additional pages if necessary.

If "Yes," indicate the question number(s) and explain the basis for the claim.

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

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State government entities (including the Office of the State Comptroller (OSC)) in making responsibility determinations regarding award or approval of a contract or subcontract and that such government entities will rely on information disclosed in the questionnaire in making responsibility determinations; (2) acknowledges that the New York State government entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (3) acknowledges that intentional submission of false or misleading information may result in criminal penalties under State and/or Federal Law, as well as a finding of non-responsibility, contract suspension or contract termination.

The undersigned certifies that he/she:

- is knowledgeable about the submitting Business Entity's business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the questionnaire in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his/her knowledge, information and belief, confirms that the Business Entity's responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State government entities will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under an obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the New York State government entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of Owner/Official _____

Printed Name of Signatory _____

Title _____

Name of Business _____

Address _____

City, State, Zip _____

Sworn to before me this _____ day of _____, 20____;

Notary Public

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE

ATTACHMENT A – COMPLETED CONSTRUCTION CONTRACTS

Vendor Name:

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:				NYS Vendor ID:		
1. Agency/Owner				NYS Vendor ID:		
Contact Person		Telephone No.	Designer Architect and /or Design Engineer	Award Date	Amount	Date Completed
Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				
2. Agency/Owner				NYS Vendor ID:		
Contact Person		Telephone No.	Designer Architect and /or Design Engineer	Award Date	Amount	Date Completed
Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				
3. Agency/Owner				NYS Vendor ID:		
Contact Person		Telephone No.	Designer Architect and /or Design Engineer	Award Date	Amount	Date Completed
Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				
4. Agency/Owner				NYS Vendor ID:		
Contact Person		Telephone No.	Designer Architect and /or Design Engineer	Award Date	Amount	Date Completed
Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				
5. Agency/Owner				NYS Vendor ID:		
Contact Person		Telephone No.	Designer Architect and /or Design Engineer	Award Date	Amount	Date Completed
Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE

ATTACHMENT A – COMPLETED CONSTRUCTION CONTRACTS

Vendor Name:

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:			
NYS Vendor ID:			
6. Agency/Owner		Award Date	Amount
Contact Person	Telephone No.	Designer Architect and /or Design Engineer	Date Completed
Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable	EIN of JV, if applicable
7. Agency/Owner		Award Date	Amount
Contact Person	Telephone No.	Designer Architect and /or Design Engineer	Date Completed
Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable	EIN of JV, if applicable
8. Agency/Owner		Award Date	Amount
Contact Person	Telephone No.	Designer Architect and /or Design Engineer	EIN of JV, if applicable
Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable	EIN of JV, if applicable
9. Agency/Owner		Award Date	Amount
Contact Person	Telephone No.	Designer Architect and /or Design Engineer	Date Completed
Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable	EIN of JV, if applicable
10. Agency/Owner		Award Date	Amount
Contact Person	Telephone No.	Designer Architect and /or Design Engineer	Date Completed
Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable	EIN of JV, if applicable

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE

ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name:

NYS Vendor ID:

Question 3.1: List all current uncompleted construction contracts:

Question 3.1: List all current uncompleted construction contracts:					
1. Agency/Owner		2. Agency/Owner		3. Agency/Owner	
Contact Person	Telephone No.	Designer Architect and /or Design Engineer		Award Date	Completion Date
Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
		Total Contract Amount	Amount Sublet to others	Uncompleted Amount	
Contract Person	Telephone No.	Designer Architect and /or Design Engineer		Award Date	Completion Date
Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
		Total Contract Amount	Amount Sublet to others	Uncompleted Amount	
Contract Person	Telephone No.	Designer Architect and /or Design Engineer		Award Date	Completion Date
Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
		Total Contract Amount	Amount Sublet to others	Uncompleted Amount	
Contract Person	Telephone No.	Designer Architect and /or Design Engineer		Award Date	Completion Date
Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
		Total Contract Amount	Amount Sublet to others	Uncompleted Amount	
Contract Person	Telephone No.	Designer Architect and /or Design Engineer		Award Date	Completion Date
Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
		Total Contract Amount	Amount Sublet to others	Uncompleted Amount	

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE

ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name:

NYS Vendor ID:

Question 3.1: List all current uncompleted construction contracts:

Question 3.1: List all current uncompleted construction contracts:					
5. Agency/Owner		6. Agency/Owner		7. Agency/Owner	
8. Agency/Owner					
Contract Person	Telephone No.	Designer Architect and /or Design Engineer			Award Date Completion Date
Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
		Total Contract Amount	Amount Sublet to others	Uncompleted Amount	
Contract Person	Telephone No.	Designer Architect and /or Design Engineer			Award Date Completion Date
Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
		Total Contract Amount	Amount Sublet to others	Uncompleted Amount	
Contract Person	Telephone No.	Designer Architect and /or Design Engineer			Award Date Completion Date
Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
		Total Contract Amount	Amount Sublet to others	Uncompleted Amount	
Contract Person	Telephone No.	Designer Architect and /or Design Engineer			Award Date Completion Date
Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
		Total Contract Amount	Amount Sublet to others	Uncompleted Amount	
Contract Person	Telephone No.	Designer Architect and /or Design Engineer			Award Date Completion Date
Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
		Total Contract Amount	Amount Sublet to others	Uncompleted Amount	

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE

ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name:

NYS Vendor ID:

Question 3.1: List all current uncompleted construction contracts:

Question 3.1: List all current uncompleted construction contracts:					
1. Agency/Owner		2. Agency/Owner		3. Agency/Owner	
Contact Person	Telephone No.	Designer Architect and /or Design Engineer		Award Date	Completion Date
Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
		Total Contract Amount	Amount Sublet to others	Uncompleted Amount	
Contract Person	Telephone No.	Designer Architect and /or Design Engineer		Award Date	Completion Date
Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
		Total Contract Amount	Amount Sublet to others	Uncompleted Amount	
Contract Person	Telephone No.	Designer Architect and /or Design Engineer		Award Date	Completion Date
Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
		Total Contract Amount	Amount Sublet to others	Uncompleted Amount	
Contract Person	Telephone No.	Designer Architect and /or Design Engineer		Award Date	Completion Date
Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
		Total Contract Amount	Amount Sublet to others	Uncompleted Amount	
Contract Person	Telephone No.	Designer Architect and /or Design Engineer		Award Date	Completion Date
Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
		Total Contract Amount	Amount Sublet to others	Uncompleted Amount	

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE

ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name:

NYS Vendor ID:

Question 3.1: List all current uncompleted construction contracts:

Question 3.1: List all current uncompleted construction contracts:			
5. Agency/Owner		Award Date	Completion Date
Contact Person	Telephone No.	Designer Architect and /or Design Engineer	
Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable	EIN of JV, if applicable
		Total Contract Amount	Uncompleted Amount
6. Agency/Owner		Award Date	Completion Date
Contact Person	Telephone No.	Designer Architect and /or Design Engineer	
Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable	EIN of JV, if applicable
		Total Contract Amount	Uncompleted Amount
7. Agency/Owner		Award Date	Completion Date
Contact Person	Telephone No.	Designer Architect and /or Design Engineer	
Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable	EIN of JV, if applicable
		Total Contract Amount	Uncompleted Amount
8. Agency/Owner		Award Date	Completion Date
Contact Person	Telephone No.	Designer Architect and /or Design Engineer	
Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable	EIN of JV, if applicable
		Total Contract Amount	Uncompleted Amount

NEW YORK STATE

VENOR RESPONSIBILITY QUESTIONNAIRE

ATTACHMENT B - VINCOMPLIETED CONSTRUCTION CONTRACTS

Vendor Name:

NYS Vendor ID:

Question 3.1: List all current uncompleted construction contracts.

Question 3.1: List all current uncompleted construction contracts:					
9.	Agency/Owner	Telephone No.	Designer Architect and/or Design Engineer	Award Date	Completion Date
Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable	EIN of JV, if applicable		
			Total Contract Amount	Amount Sublet to others	Uncompleted Amount
10.	Agency/Owner	Telephone No.	Designer Architect and/or Design Engineer	Award Date	Completion Date
Contract Person	Prime or Sub	Joint Venture (JV) Name, if applicable	EIN of JV, if applicable		
			Total Contract Amount	Amount Sublet to others	Uncompleted Amount
Grand Total All Uncompleted Contracts					
\$0.00					

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C - FINANCIAL INFORMATION

NYS Vendor ID: _____

As of Date: _____

ASSETS

Current Assets

1. Cash	\$ _____ -
2. Accounts receivable - less allowance for doubtful accounts	\$ _____ -
Retainers included in accounts receivable	\$ _____ -
Claims included in accounts receivable not yet approved or in litigation	\$ _____ -
Total Accounts Receivable	\$ _____ -
3. Notes receivable - due within one year	\$ _____ -
4. Inventory - materials	\$ _____ -
5. Contract costs in excess of billings on uncompleted contracts	\$ _____ -
6. Accrued income receivable	
Interest	\$ _____ -
Other (list) _____	\$ _____ -
Total Accrued Income Receivable	\$ _____ -
7. Deposits	
Bid and Plan	\$ _____ -
Other (list) _____	\$ _____ -
Total Deposits	\$ _____ -
8. Prepaid Expenses	
Income Taxes	\$ _____ -
Insurance	\$ _____ -
Other (list) _____	\$ _____ -
Total Prepaid Expenses	\$ _____ -
9. Other Current Assets	
Other (list) _____	\$ _____ -
Total Other Current Assets	\$ _____ -
10. Total Current Assets	\$ _____ -
11. Investments	
Listed securities-present market value	\$ _____ -
Unlisted securities-present value	\$ _____ -
Total Investments	\$ _____ -

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C - FINANCIAL INFORMATION

NYS Vendor ID: _____

12. Fixed Assets

Land	\$ _____	-
Building and improvements	\$ _____	-
Leasehold improvements	\$ _____	-
Machinery and equipment	\$ _____	-
Automotive equipment	\$ _____	-
Office furniture and fixtures	\$ _____	-
Other (list)	\$ _____	-
 Total	 \$ _____	 -
Less: Accumulated depreciation	\$ _____	-
 Total Fixed Assets - Net	 \$ _____	 -

13. Other Assets

Loans receivable		
Officers	\$ _____	-
Employees	\$ _____	-
Shareholders	\$ _____	-
Cash surrender value of officers' life insurance	\$ _____	-
Organization expense – net of amortization	\$ _____	-
Notes receivable - due after one year	\$ _____	-
Other (list)	\$ _____	-
 Total Other Assets	 \$ _____	 -

14. TOTAL ASSETS

	\$ _____	-
	\$ _____	-
	 \$ _____	 -

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C - FINANCIAL INFORMATION

NYS Vendor ID: _____

LIABILITIES

Current Liabilities

15. Accounts payable	\$ _____ -
16 a. Loans from shareholders - due within one year	\$ _____ -
16 b. Other Loans - due within one year	\$ _____ -
17. Notes payable - due within one year	\$ _____ -
18. Mortgage payable - due within one year	\$ _____ -
19. Other payables - due within one year	\$ _____ -
Other (list) _____	\$ _____ -
Total Other Payables - due within one year	\$ _____ -
20. Billings in excess of costs and estimated earnings	\$ _____ -
21. Accrued expenses payable	
Salaries and wages	\$ _____ -
Payroll taxes	\$ _____ -
Employees' benefits	\$ _____ -
Insurance	\$ _____ -
Other	\$ _____ -
Total Accrued Expenses Payable	\$ _____ -
22. Dividends payable	\$ _____ -
23. Income taxes payable	
State	\$ _____ -
Federal	\$ _____ -
Other	\$ _____ -
Total Income Taxes Payable	\$ _____ -
24. Total current liabilities	\$ _____ -
25. Deferred income taxes payable	
State	\$ _____ -
Federal	\$ _____ -
Other	\$ _____ -
Total Deferred Income Taxes	\$ _____ -
26. Long Term Liabilities	
Loans from shareholders - due after one year	\$ _____ -
Other Loans - due within one year	
Principle	\$ _____ -
Interest	\$ _____ -
Notes payable - due after one year	\$ _____ -
Mortgage - due after one year	\$ _____ -
Other payables - due after one year	\$ _____ -
Other (list) _____	\$ _____ -
Total Long Term Liabilities	\$ _____ -

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C - FINANCIAL INFORMATION

NYS Vendor ID: _____

27. Other Liabilities

Other (list) _____

\$ _____ -
\$ _____ -

Total Other Liabilities _____

\$ _____ -
\$ _____ -

28. TOTAL LIABILITIES

NET WORTH

29. Net Worth (if proprietorship or partnership)

\$ _____ -

30. Stockholders' Equity

Common stock issued and outstanding

\$ _____ -

Preferred stock issued and outstanding

\$ _____ -

Retained earnings

\$ _____ -

Total

\$ _____ -

Less: Treasury stock

\$ _____ -

31. TOTAL STOCKHOLDERS' EQUITY

\$ _____ -

32. TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY

\$ _____ -

END OF SECTION 004546

IRAN DIVESTMENT ACT CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

Dated: _____

(Name of corporation or partnership)

(Signature of Individual)

(Officer stating title) (Partner)

(Print Name of Individual)**END OF SECTION 004547**

I have been advised that the Town Board requires that vendors and contractors submitting a competitive bid on a purchase or public works contract or a proposal on a purchase or public works contract that does not require competitive bidding file with the Owner at the time of bid or proposal submission a statement in the form required for contractors by the State of New York under State Finance Law § 139-l relative to compliance with requirements for employer sexual harassment prevention programs.

On behalf of myself and my firm or corporation I make the following statement.

By submission of this bid or proposal, 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 two hundred one-g of the labor law.

I recognize that my failure to submit this statement may result in the rejection of my bid.

If I need to qualify this statement under State Finance Law § 139-l, subparagraph (3) I hereby state the reasons why I must qualify this statement:

I have been advised that pursuant to State Finance Law § 139-l this statement and my signature below shall be deemed to have been authorized by the board of directors of my firm or corporation, and such authorization shall be deemed to include the signing and submission of such bid or proposal and the inclusion of such statement as the act and deed of the corporation.

I, hereby affirm under the penalties of perjury that the foregoing statement is true.

Signature

Print Name

State of New York)
) ss.:
County of)

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

_____ to me known, who, being by me duly sworn, did
depose and say that he/she/they reside(s) in

_____ (place of residence);

that he/she/they is (are) the _____ (office

held) of the _____ (name of
corporation), the corporation described in and which executed the above
instrument; that he/she/they know(s) the seal of said corporation; that the seal
affixed to said instrument is such corporate seal; that it was so affixed by
authority of the board of directors of said corporation, and that he/she/they
signed his/her/their name(s) thereto by like authority.

NOTARY PUBLIC

END OF SECTION 004548

**Riverhead Water District
Suffolk County, New York**

The Owner may make such investigation as the Owner deems necessary to determine the responsibility of any Bidder or to determine the ability of any Bidder to perform the Work. Bidders shall furnish to the Owner all information and data required by the Owner, including complete financial data, within the time and in the form and manner required by the Owner. The Owner reserves the right to reject any bid if the evidence required by the Owner is not submitted as required or if the evidence submitted by or the investigation of any Bidder fails to satisfy the Owner that the Bidder is responsible, or is able or qualified to carry out the obligations of the Contract or to complete the Work as contemplated. At the discretion of the Owner, any bidder may be required to complete and submit the enclosed New York State Vendor Responsibility Questionnaire to assist in determining the bidder's qualifications.

The following is a list showing the name of the Owner, Location, Date of Construction, General Description of Work, Amount of the Contract and Contract Period for projects of similar nature in size, construction method and construction procedure, which have been completed by the undersigned as the prime contractor, and which have been in operation for a period of not less than one year, (minimum of five such projects).

PROJECT NO. 1

Owner: _____

Contact Name and Phone Number: _____

Location: _____

General Description: _____

Contract Amount: _____

Contract Period: _____

PROJECT NO. 2

Owner: _____

Contact Name and Phone Number: _____

Location: _____

General Description: _____

Contract Amount: _____

Contract Period: _____

PROJECT NO. 3

Owner: _____

Contact Name and Phone Number: _____

Location: _____

General Description: _____

Contract Amount: _____

Contract Period: _____

PROJECT NO. 4

Owner: _____

Contact Name and Phone Number: _____

Location: _____

General Description: _____

Contract Amount: _____

Contract Period: _____

PROJECT NO. 5

Owner: _____

Contact Name and Phone Number: _____

Location: _____

General Description: _____

Contract Amount: _____

Contract Period: _____

The following is a list of the major areas of construction work under this contract to be performed by subcontractors to the bidder, showing the Type of Work and the name of the Owner, Location and Date of Construction for work of similar nature in size, construction method and construction procedure, which have been completed by the undersigned, and which have been in operation for a period of not less than one year, (minimum of five such projects).

Subcontractor Name: _____

Type of Work: _____

<u>Owner</u>	<u>Contact Name</u>	<u>Phone Number</u>	<u>Location</u>	<u>Contract Amount</u>

Subcontractor Name: _____

Type of Work: _____

<u>Owner</u>	<u>Contact Name</u>	<u>Phone Number</u>	<u>Location</u>	<u>Contract Amount</u>

Subcontractor Name: _____

Type of Work: _____

<u>Owner</u>	<u>Contact Name</u>	<u>Phone Number</u>	<u>Location</u>	<u>Contract Amount</u>

Subcontractor Name: _____

Type of Work: _____

<u>Owner</u>	<u>Contact Name</u>	<u>Phone Number</u>	<u>Location</u>	<u>Contract Amount</u>

The Riverhead Water District reserves the right to reject any and all bids which do not include a completed qualifications section and/or do not meet the necessary qualifications criteria, for both prime contractor and subcontractors, as described within this qualifications section, for construction work to be performed and completed as required by the contract documents.

BIDDER

FIRM NAME: _____

ADDRESS: _____

PREPARED BY: _____

SIGNED BY: _____

TITLE: _____

END OF SECTION 004550

It is the Contractor's responsibility to inform the Engineer in advance when a situation arises that forces the Contractor to cancel work for a given day. For example, if the Contractor informs the Engineer that he will be on the job on a certain day and then has to cancel the appointment because he cannot obtain certain materials or equipment, it is the Contractor's responsibility to inform the Engineer of these latest developments and to let him know that construction observation services will not be needed for that day.

In the event that the Engineer is not given ample warning of such a cancellation and, as a result, unnecessary time is spent sending field personnel out to the project site to observe the previously scheduled construction, sufficient funds will be deducted from monies due the Contractor to reimburse the Engineer for his wasted time.

By the same token, sufficient funds will be deducted from monies due the Contractor to reimburse the Engineer for any services rendered in the field or in the office regarding work that had to be performed a second time due to substandard work on the part of the Contractor on the original work.

END OF SECTION 004555

SECTION 005209 – CONTRACT

CONTRACT IN QUADRUPLECPATE FOR Rehabilitation of Plant No. 10 Steel Ground Storage
Tank FOR THE TOWN OF RIVERHEAD, SUFFOLK COUNTY, NEW YORK, dated _____,
20_____, BY AND BETWEEN THE TOWN BOARD OF THE TOWN OF RIVERHEAD, SUFFOLK
COUNTY, NEW YORK, acting for and in behalf of the RIVERHEAD WATER DISTRICT (herein called the
TOWN DISTRICT), and _____

(herein called the CONTRACTOR).

WITNESSETH, that the TOWN DISTRICT and the CONTRACTOR, in consideration of the premises and of the mutual covenants, considerations and agreements herein contained, agree as follows:

This Contract is hereby awarded to the CONTRACTOR, as per Town Board Resolution No. _____ dated _____, 20_____, for the work and material called for under his bid in the Proposal section of the Contract and designated as Items:

and if required by the District, Items: _____

for the sum of: _____ (\$)

for the unit and/or lump sum price(s) as listed in the Proposal herein.

SECTION 005209 – CONTRACT

1. CONTRACT DOCUMENTS AND DEFINITIONS

The Notice to Bidders, Information for Bidders, Proposal, General Conditions, Contract, Specifications and Plans, together with any Addenda, shall form part of this Contract, and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The titles, headings, headlines and marginal notes contained herein are solely to facilitate reference to the various provisions of the contract documents and in no way affect, limit or cast light upon the interpretation of the provisions to which they refer. Whenever the term "contract documents" is used, it shall mean and include this Contract, the Plans, Specifications, any Addenda, and the Notice to Bidders, Information for Bidders, General Conditions and Proposal. In case of any conflict or inconsistency between the provisions of the Contract and those of the Specifications, the provisions of the Contract shall govern.

WORK: The term WORK, as used herein, refers to all of the work proposed to be accomplished at the site of the project and all such other work as is in any manner required to accomplish the completed project, and includes all plant, labor, materials, supplies, equipment and other facilities and acts necessary or proper for or incidental to the carrying out and completion of the terms of this Contract. The term WORK PERFORMED shall be construed to include material delivered to and suitably stored at the site of the project.

EXTRA WORK: The term EXTRA WORK, as used herein, refers to and includes all work required by the TOWN DISTRICT which, in the judgment of the Engineer, with the Town's approval, involves changes in or additions to work required by the Plans, Specifications and any Addenda in their present form.

SUBCONTRACTOR: The term SUBCONTRACTOR, as used herein, shall mean any person, firm or corporation applying labor and material for work at the site of the project, but not including the parties to this Contract.

ENGINEER: In the performance of the work, the TOWN DISTRICT shall be represented by its Consulting Engineer H2M architects + engineers (herein called the ENGINEER).

NOTICE: The term NOTICE, as used herein, shall mean and include written notice. Written notice shall be deemed to have been duly served when delivered to, or at the last known business address of, the person, firm or corporation for whom intended or to his, their, or its duly authorized agents, representatives or officers, or when enclosed in a postage prepaid wrapper or envelope addressed to such person, firm, or corporation at his, their, or its last known business address and deposited in a United States Mail Box.

DIRECTED, REQUIRED, APPROVED, ACCEPTABLE: Whenever they refer to the work, or its performance, "directed", "required", "permitted", "ordered", "designated", "prescribed", and words of like import shall imply the direction, requirement, permission, order, designation or prescription of the Engineer, and "approved", "satisfied", or "satisfactory", "in the judgment of", and words of like import, shall mean approved or acceptable to, or satisfactory to, in the judgment of the Engineer.

2. SCOPE OF THE WORK

The Contractor will furnish all plant, labor, material, supplies, equipment and other facilities and things necessary or proper for or incidental to, the work contemplated by this Contract as required by, and in strict accordance with, the applicable Plans, Specifications and Addenda prepared by the Engineer and/or required by and in strict accordance with, such changes as are ordered and approved pursuant to this Contract, and will perform all other obligations imposed on him by the Contract.

SECTION 005209 – CONTRACT

3. COMPENSATION TO BE PAID TO THE CONTRACTOR

A. Agreed Prices: It is understood and agreed that the Contractor will accept as payment in full the summation of products, of the actual quantities in place upon the completion of the work, as determined by the Engineer's measurements by the unit prices bid, no allowance being made for anticipated profit or for reason of variations from the estimated quantities set forth in the Proposal.

B. Extra Work and/or Changes: The TOWN DISTRICT may, at any time, by a written order, and without notice to the sureties, require the performance of such extra work or changes in the work as it may find necessary or desirable. The amount of compensation to be paid to the Contractor for any extra work, as so ordered, shall be determined as follows:

- (1) By such applicable unit prices, if any, as set forth in the contract; or
- (2) If no such unit prices are set forth, then by unit prices or by a lump sum mutually agreed upon by the TOWN DISTRICT and the Contractor; or
- (3) If no such unit prices are set forth, and if the parties cannot agree upon unit prices or a lump sum, then by actual net cost in money to the Contractor of the materials, permits, wages, or applied labor, premium for Workers' Compensation Insurance, payroll taxes required by law, rental for plant and equipment used (excluding small tools) to which total cost will be added 20 percent as full compensation for all other items of profit, costs and expenses, including administration, overhead, superintendence, insurance, insurance other than Workers' Compensation Insurance, material used in temporary structures, allowances made by the Contractor to subcontractors, additional premiums upon the Performance Bond of the Contractor and the use of small tools.

4. TIME OF ESSENCE

Inasmuch as the provisions of this Contract relating to the time for performance and completion of the work are for the purpose of enabling the TOWN DISTRICT to proceed with the construction of a public improvement, in accordance with a predetermined program, such provisions are of the essence of this Contract.

5. COMMENCEMENT OF WORK

The Contractor agrees that he will commence work within ten (10) consecutive calendar days after signing this Contract, and that the day he commences work shall constitute the first of the consecutive calendar days allowed for completion of the work.

6. TIME FOR COMPLETION

The time for completion of this Contract shall be within the number of calendar days stated in the Bid Proposal and the date of such completion shall be the date of the certificate of completion hereinafter specified.

Work on the tank may commence on or about September 15, 2021. The tank will be expected to be returned to service by May 1, 2022 as the tank must be available for service at that time.

The TOWN DISTRICT reserves the right to order the Contractor to suspend operations when, in the opinion of the Engineer, improper weather conditions make such action advisable, and to order the Contractor to resume operations when weather and ground conditions permit. The days during which such suspension of work is in force are not chargeable against the specified completion time.

SECTION 005209 – CONTRACT

7. LIQUIDATED DAMAGES FOR DELAY

The time limit being essential to and of the essence of this Contract, the Contractor hereby agrees that the TOWN DISTRICT shall be, and is hereby authorized to deduct and retain out of the money which may be due or may become due to said Contractor under this agreement, the sum of ONE THOUSAND DOLLARS (\$1,000.00) per day, which amount is hereby agreed upon, fixed and determined by the parties hereto as the LIQUIDATED DAMAGES, including overhead charges, services, inspector's wages, and interest on the money invested, that the TOWN DISTRICT will suffer by reason of such default, for each and every day during which the aforesaid work may be incomplete over and beyond the time herein stipulated for its completion; provided, however, that the TOWN DISTRICT shall have the right to extend the time for the completion of said work.

8. EXTENSIONS OF TIME - NO WAIVER

If the Contractor shall be delayed in the completion of his work by reason of unforeseeable causes beyond his control and without his fault or negligence, including but not restricted to Acts of God or of any public enemy, acts or neglect of the TOWN DISTRICT, acts or neglect of any other Contractor, fires, floods, epidemics, quarantine restrictions, strikes, riots, civil commotion or freight embargoes, the period herein above specified for completion of his work shall be extended by such time as shall be fixed by the TOWN DISTRICT.

No such extension of time shall be considered a waiver by the TOWN DISTRICT of its right to terminate the Contract for abandonment or delay by the Contractor as hereinafter provided or relieve the Contractor from full responsibility for performance of his obligations hereunder.

9. CONTRACT SECURITY

A. The Contractor shall furnish a Performance Bond in an amount equal to one hundred percent (100%) of the total contract price as security for the faithful performance of this Contract, and for the payment of all persons performing labor or furnishing materials in connection with this Contract.

B. Additional or Substitute Bond - If, at any time, the TOWN DISTRICT shall be or become dissatisfied with any surety or sureties, then upon the Performance Bond, or if, for any other reason, such bond shall cease to be adequate security to the TOWN DISTRICT, the Contractor shall, within five (5) days after notice from the TOWN DISTRICT, substitute an acceptable bond in such form and sum, and signed by such other surety as may be satisfactory to the TOWN DISTRICT. The premiums on such bonds shall be paid by the Contractor. No further payments shall be deemed due, nor shall be made until the new surety shall have been qualified.

C. Prior to release of the Performance Bond, the Contractor shall deliver to the TOWN DISTRICT a Maintenance Bond equal to one hundred percent (100%) of the total Contract price, including all extras. This Maintenance Bond shall remain in full force and effect for a period of one (1) year after the date of the Engineer's approval of the final payment request and such bond, which shall be executed by the Contractor and issued by a reliable, solvent surety company authorized to do business in the State of New York shall guarantee to the TOWN DISTRICT that the Contractor shall promptly remedy any defects or faults that may occur within twelve (12) months after completion and acceptance of the work performed by the Contractor pursuant to this Contract.

10. CONTRACTOR'S INSURANCE

The Contractor shall not commence any work until he has obtained and had approved by the TOWN DISTRICT all of the insurance required under this Contract, as enumerated herein:

Compensation Insurance

Public Liability and Property Damage Insurance

Contractor's Protective Liability and Property Damage Insurance

SECTION 005209 – CONTRACT

Owner's (TOWN DISTRICT) and Engineer's Protective Public Liability and Property Damage Insurance

Automobile Public Liability and Property Damage Insurance

The Contractor shall not permit any subcontractor to commence any operation on the site until satisfactory proof of carriage of the above required insurance has been posted with, and approved by, the TOWN DISTRICT.

A. Workers Compensation Insurance - The Contractor shall take out and maintain, during the life of this Contract, Workers' Compensation Insurance for all of his employees employed at the site of the project, and in any case of any of the work being sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Contractor.

B. Commercial General Liability and Insurance - The Contractor shall take out and maintain during the life of this Contract such insurance as shall protect him and any subcontractor performing work covered by this Contract for claims for damages for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under this Contract, whether such operations be by himself or by any subcontractor, or by any one directly or indirectly employed by either of them, and the amounts of such insurance shall be as follows:

(1) Comprehensive General Liability Insurance in the amount not less than ONE MILLION DOLLARS (\$1,000,000.) each occurrence and TWO MILLION DOLLARS (\$2,000,000.) general aggregate.

(2) Umbrella Liability for bodily injury and property damage in an amount not less than FIVE MILLION DOLLARS (\$5,000,000.)

C. Commercial General Liability and Umbrella Liability - The above policies for commercial general liability and umbrella liability insurance must be so written as to include Contractor's Protective Liability Insurance to protect the contractor against claims arising from the operations of any subcontractor.

The above policies for Commercial General Liability insurance must name the Town of Riverhead, The Riverhead Water District, its employees, public officials, officers, agents, etc., as additional insureds on a primary and non-contributory basis for General Liability, Automobile Liability and/or Excess Umbrella Liability. That additional insured status must be evidenced by a copy of endorsement CG 20 10 10 01, "additional insured – owners, lessee or contractors – scheduled person or organization" endorsement (see attached sample) or its equivalent and copy of endorsement CG 20 37 10 01, "additional insured – owners, lessees or contractors - completed operations" endorsement (see attached sample), or its equivalent.

D. Blanket Waiver of Subrogation – The above policies for workers' compensation insurance as well as comprehensive general liability insurance, automobile insurance, and excess umbrella liability insurance shall include waiver of transfer of rights of recovery against the Town of Riverhead, The Riverhead Water District, and H2M architects + engineers. Such waiver of subrogation shall be evidenced by certificate of insurance or copy of endorsement to the appropriate policy.

E. Owner's Protective Liability Insurance – (TOWN DISTRICT, and/or TOWN BOARD, TOWN OF RIVERHEAD as OWNER and H2M architects + engineers as engineer) – If the Town of Riverhead, Riverhead Water District deem necessary, the Contractor shall furnish to the TOWN DISTRICT with respect to the operations he or any of his subcontractors perform, a regular Owner's

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Protective Liability Insurance Policy for and in behalf of the TOWN DISTRICT and/or TOWN BOARD, TOWN OF RIVERHEAD as OWNER, providing for a limit of not less than ONE MILLION DOLLARS (\$1,000,000.) each occurrence, a total limit of TWO MILLION DOLLARS (\$2,000,000.) general aggregate for all damages arising out of bodily injuries to, or death of, two or more persons in any one accident; and regular Protective Property Damage Insurance providing for a limit of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000.) for all damages. The insurance must fully cover the legal liability of the TOWN DISTRICT, TOWN BOARD, TOWN OF RIVERHEAD as OWNER and H2M architects + engineers as ENGINEER. The coverage provided under this policy must not be affected if the TOWN DISTRICT performs work in connection with the project either for, or in cooperation with, the Contractor or as an aid thereto, whether the same be a part of the Contract or separate therefrom, by means of its own employees or agents, or if the TOWN DISTRICT directs or supervises the work to be performed by the Contractor.

F. Commercial Automobile Liability - The Contractor shall take out and maintain during the life of the Contract such automobile public liability insurance as shall protect him and any subcontractor performing work covered by this Contract from claims for damages for personal injury, including accidental death as well as from claims for property damage which may arise from operations under this Contract, whether such operations be by himself or by any subcontractor, or by any one directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:

- (1) Automobile Public Liability Insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000.) for bodily injuries, including wrongful death per occurrence.
- (2) Umbrella Liability for bodily injury and property damage in an amount of not less than FIVE MILLION DOLLARS (\$5,000,000.).

11. PROOF OF CARRIAGE OF INSURANCE

The Contractor shall furnish the TOWN DISTRICT with certificates of each insurer insuring the Contractor or any subcontractor under this Contract, except with respect to subdivision D. of paragraph 10. In respect to this paragraph, the Contractor shall furnish the TOWN DISTRICT with the original insurance policy and a copy to the Engineer.

Both certificates, as furnished, and the insurance policy, as required, shall bear the policy numbers, the expiration date of the policy and the limit or limits of liability thereunder. Both the certificates and the policy shall be further endorsed to provide the TOWN DISTRICT and Engineer with any notice of cancellation at least ten (10) days prior to the actual date of such cancellation.

12. COMPLIANCE WITH LABOR AND PENAL LAWS

The Contractor hereby expressly agrees to comply with all the provisions of the Labor Law and any and all amendments thereto, insofar as the same are applicable to this Contract. The Labor Laws, as amended, provide that no laborer, worker or mechanic in the employ of the Contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by this Contract, shall be permitted or required to work more than eight (8) hours in any one calendar day, except in cases of extraordinary emergency caused by fire, flood, or danger to life or property; that no such person shall be employed more than eight (8) hours in any day or more than five (5) days in any week, except in such emergency; that the wages to be paid for a legal day's work as hereinbefore defined, to laborers, workers, or mechanics upon the work called for under this Contract, or for any materials used upon or in connection therewith shall not be less than the prevailing rate for a day's work in the same trade or occupation in the locality within the State where such work is to be done and each laborer, worker, or mechanic employed by the Contractor, subcontractor, or other person about or upon the work shall be paid the wages herein provided; that employees engaged in the construction outside the limits of cities and villages are no longer exempt from the provisions of the Labor Laws which required the payment of the prevailing rate of wages and the eight (8) hour day.

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Section 220A of the Labor Law, as amended by Chapter 472 of the Laws of 1932, provides that before payment is made by or on behalf of the State or any City, County, Town or Village or other civil division of the State, of any sums due on account of a contract for a public improvement, it is the duty of the Comptroller or the financial officer of the Municipal Corporation to require the Contractor and each and every subcontractor to file a certified statement in writing, in satisfactory form, certifying to the amounts then due and owing to any and all laborers for daily or weekly wages on account of labor performed upon the work of the Contract, setting forth therein the names of the persons whose wages are unpaid and the amount due each, respectively.

Section 220B of the Labor Law, as amended, provides that any interested person who shall have previously filed a protest in writing objecting to the payment to any Contractor or subcontractor to the extent of the amount or amounts due or to become due to him for daily or weekly wages for labor performed on the public improvement for which the Contract was entered into, or if, for any other reason, it may be deemed advisable, the Comptroller of the State or other financial officer of the Municipal Corporation may deduct from the whole amount of any payment on account thereof the sum or sums admitted by any Contractor or subcontractor in such statement or statements so filed to be due and owing by him on account of labor performed and may withhold the amount so deducted for the benefit of the laborers for daily or weekly wages, whose wages are unpaid as shown by the verified statements filed by any Contractor or subcontractor and may pay directly to any person the amount or amounts so shown to be due for such wages.

Section 220C of the Labor Law, as amended, provides the penalty for making a false oath or verification.

Section 220D of the Labor Law provides that the advertised specifications for every Contract for the construction, reconstruction, maintenance and/or repair of highways to which the State, County, Town and/or Village is a party shall contain the provision stating the minimum rate of hourly wage that can be paid, as shall be designated by the Industrial Commissioner, to the laborers employed in the performance of the Contract, either by the Contractor, subcontractor or other person doing or contracting to do the whole or part of the work contemplated by the Contract, and the Contract shall contain a stipulation that such laborers shall be paid not less than such hourly minimum rate of wage. Any person or corporation that willfully pays after entering into such Contract less than such stipulated minimum hourly wage scale shall be guilty of a misdemeanor and, upon conviction, shall be punished for a first offense by a fine of Five Hundred Dollars (\$1,000.00) or by imprisonment for not more than thirty (30) days, or by both fine and imprisonment for a second offense by a fine of One Thousand Dollars (\$1,000.) and, in addition thereto, the Contract on which the violation has occurred shall be forfeited; and no such person or corporation shall be entitled to receive any sum or nor shall any officer, agent or employee of the State pay the same or authorize its payment from the funds under his charge or control to any person or corporation for work done upon any contract, on which the Contractor has been convicted of second offense in violation of the provisions of this Section.

The minimum wage rates established by the Industrial Commissioner, State of New York, for this Contract, are as set forth in the INFORMATION FOR BIDDERS.

All excavation shall be done in compliance with Article 36 of the General Business Law and notices given as provided by GBL Section 761.

13. PAYMENT OF EMPLOYEES

The Contractor and each of his subcontractors shall pay each of his employees engaged in work on this project under this Contract in full (less deductions made mandatory by law) in cash and not less often than once each week.

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14. ESTIMATES AND PAYMENTS

A. Monthly: At the end of each calendar month during the progress of the work, the Contractor shall submit a payment requisition to the Engineer. The Engineer will review the requisition and prepare a payment request based on the estimated amount of work performed and the quantity of materials furnished, based on the prices set forth in the Proposal. In consideration of the work done and the materials furnished, the TOWN DISTRICT will pay or cause to be paid to the Contractor the amount estimated by the Engineer as due him less a sum equal to five percent (5%) of such amount and less such additional amount as may be necessary to satisfy any claims, liens or judgments against the Contractor which have not been suitable discharged. The making of any such estimate or payment made thereon shall not be taken or construed as an acceptance by the Engineer or the TOWN DISTRICT of any work so estimated and paid for. The amount of the monthly estimate remaining unpaid will be retained by the TOWN DISTRICT as a guarantee that the Contractor will faithfully and completely fulfill all obligations imposed by the Contract and Specifications, and against any damages incurred by the TOWN DISTRICT by reason of any failure on the part of the Contractor to fulfill all conditions and obligations herein contained. All partial payments are subject to correction in any subsequent payment. The retained amounts shall be paid as set forth in the following subsection B.

B. Final: Thirty (30) days after the Contractor shall have substantially completed the work required of it under the Contract the Engineer will prepare an approval of Final Payment Request. Thereafter the TOWN DISTRICT will pay to the Contractor the remaining amount of the Contract balance less a sum equal to two (2) times the value of any remaining items to be completed and less an amount necessary to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged. As the remaining items of work are satisfactorily completed or corrected, the TOWN DISTRICT shall promptly pay, upon receipt of a requisition for these items less an amount necessary to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged. Any claims, liens and judgments referred to in this section shall pertain to the project and shall be filed in accordance with the terms of the applicable Contract and/or applicable laws.

C. In order to secure the performance of the covenant of the Contractor, prior to release of the Performance Bond, the Contractor shall deliver to the TOWN DISTRICT a Maintenance Bond equal to one hundred percent (100%) of the total Contract price, including all extras. This Maintenance Bond shall remain in full force and effect for a period of one (1) year after the date of the Engineer's approval of the Final Payment Request and such bond, which shall be executed by the Contractor and issued by a reliable, solvent surety company authorized to do business in the State of New York shall guarantee to the TOWN DISTRICT that the Contractor shall promptly remedy any defects or faults that may occur within twelve (12) months after completion and acceptance of the work performed by the Contractor pursuant to this Contract.

D. Measurements for Payment: The Engineer shall make due measurement of the work done during the progress of the work and his estimate shall be final and conclusive evidence of the amounts of work performed by the Contractor under, and by virtue of, this agreement, and shall be taken as the full measure of compensation to be received by the Contractor. When requested by the Contractor, the Engineer shall measure, re-measure or re-estimate any portion of the work; but the expense of such re-measurement or re-estimating shall, unless material error be proved, be paid for by the Contractor.

E. Should all work not be completed and final payment request not submitted within one (1) year after the punch list has been issued, the TOWN DISTRICT will be under no obligation to make final payment.

15. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by the Contractor of the final payment shall be, and shall operate as a release to the TOWN DISTRICT from all claims and all liabilities to the Contractor for all things done or furnished in connection with this work, and for every act and neglect of the TOWN DISTRICT and other relating to, or

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arising out of, this work, excepting the Contractor's claims for interest upon the final payment, if these payments be improperly delayed. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this Contract or the Performance Bond.

16. CONSTRUCTION REPORTS

The Contractor shall submit to the Engineer prior to the commencing of any work under this Contract a detailed schedule and plan of operation, indicating the manner in which the Contractor proposes to prosecute the work, and a time schedule therefore. Such schedules are not intended to bind the Contractor to a predetermined plan or procedure, but rather to enable the Engineer to coordinate the work of the Contractor with work required of and to be performed by others.

The Contractor shall furnish the Engineer with periodic estimates for partial payments as required elsewhere in the contract documents and, in addition thereto, will furnish the Engineer with a detailed estimate for final payment. Prior to being eligible to receive final payment under this Contract, the Contractor shall furnish the Engineer with substantial proof that all bills for services rendered and materials supplied have been paid. The enumeration of the above reports in no way relieves the Contractor of his responsibility under existing Federal or State laws of filing such other reports with agencies other than the TOWN DISTRICT as may be required by such existing laws or regulations.

17. INSPECTION AND TESTS

All material and workmanship shall be subject to inspection, examination and test by the Engineer and other representatives of the TOWN DISTRICT at any time during the construction and at any and all places where manufacturing of materials used and/or construction is carried on.

Without additional charge, the Contractor shall furnish promptly all reasonable facilities, labor and materials necessary to make tests so required safe and convenient.

If, at any time, before final acceptance of the entire work, the Engineer, with the TOWN DISTRICT's approval, considers necessary or advisable an examination of any portion of the work already completed, by removing or tearing out the same, the Contractor shall, upon request, furnish promptly all necessary facilities, labor and materials for such examination. If such work is found to be defective in any material respect, due to the fault of the Contractor or any subcontractor, or if any work shall be covered over without the approval or consent of the Engineer, with the TOWN DISTRICT's approval, whether or not the same shall be defective, the Contractor shall be liable for the expenses of such examination and of satisfactory reconstruction.

If, however, such approval and consent shall have been given, and such work is found to meet the requirements of this Contract, the Contractor shall be recompensed for the expense of such examination and reconstruction in the manner herein provided for the payment of costs of extra work pursuant to a Change Order signed by the TOWN DISTRICT and the Contractor.

The selection of laboratories and/or agencies for the inspection and tests of supplies, materials or equipment shall be subject to the approval of the Engineer. Satisfactory documentary evidence that the material has passed the required inspection and test must be furnished the Engineer prior to the incorporation of the material in the work.

Any rejected work shall be removed from the site of the project completely at the expense of the Contractor.

18. PLANS AND SPECIFICATIONS - INTERPRETATIONS

The Contractor shall keep at the site of the work one (1) copy of the Plans and Specifications signed and identified by the Engineer. Anything shown on the Plans and not mentioned in the Specifications or mentioned in the Specifications and not shown on the Plans shall have the same effect as if shown or mentioned respectively in both. In case of any conflict or inconsistency between the Plans

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and Specifications, the Plans shall govern. Any discrepancy between the figures and drawings shall be submitted to the Engineer, whose decision therein shall be conclusive.

19. SUBSURFACE CONDITIONS FOUND DIFFERENT

Should the Contractor encounter subsurface conditions at the site materially differing from those shown on the Plans or indicated in the Specifications, he shall immediately give notice to the Engineer of such conditions before they are disturbed; the Engineer shall thereupon promptly investigate the conditions and if he finds that they materially differ from those shown on the Plans or indicated in the Specifications, he shall at once make such changes in the Plans and/or Specifications as he may find necessary.

Any increase or decrease of cost resulting from such changes will be adjusted in the manner provided herein for adjustment as to extra and/or additional work and changes shall be by Change Order executed by the TOWN DISTRICT and Contractor.

20. CONTRACTOR'S TITLE TO MATERIALS

No material or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work.

21. SUPERINTENDENCE BY CONTRACTOR

At the site of the work the Contractor shall employ a Construction Superintendent or Foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Engineer and shall be one who can be continued in that capacity for the particular job involved unless he ceases to be on the Contractor's payroll.

22. PROTECTION OF WORK, PERSONS AND PROPERTY

Precaution shall be exercised at all times for the proper protection of all persons, property and work. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery equipment and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law. The Contractor shall furnish entirely at his own expense any and all additional safety measures deemed necessary by the TOWN DISTRICT or its Engineer to adequately safeguard the traveling public. The Contractor shall give notice to the owners of all utilities which may serve the area and request their assistance in predetermining the location and depth of the various pipes, conduits, manholes and other underground facilities.

The Contractor shall, at all hours of the day, safely guard and protect his own work and adjacent property from any damage and shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the contract documents, or by the TOWN DISTRICT or its duly authorized representatives.

The Contractor shall provide and maintain such watchers, barriers, lights, flares and other signals, at his own expense, as will effectively prevent any accident in consequence of his work for which the TOWN DISTRICT might be liable. The Contractor shall be liable for all injury or damage caused by his act or neglect, or that of his employees.

23. PATENT RIGHTS

As part of his obligation hereunder and without any additional compensation, the Contractor will pay for any patent fees or royalties required in respect to the work or any part thereof and will fully indemnify the TOWN DISTRICT for any loss on account of any infringement of any patent rights, unless

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prior to his use in the work of a particular process or a product of a particular manufacturer, he notifies the TOWN DISTRICT in writing that such process or product is an infringement of a patent.

24. REPRESENTATIONS OF CONTRACTOR

The Contractor represents and warrants:

A. That he is financially solvent and that he is experienced in and competent to perform the type of work involved under this Contract and able to furnish the plan, materials, supplies and/or equipment to be furnished for the work; and

B. That he is familiar with all Federal, State and Municipal Laws, ordinances and regulations which may in any way affect the work of those employed hereunder, including but not limited to any special acts relating to the work; and

C. That such work required by these contract documents as is to be done by him can be satisfactorily constructed and used for the purpose for which it is intended and that such construction will not injure any person or damage any property; and

D. That he has carefully examined the Plans, Specifications, and the site of the work, and that from his own investigation he has satisfied himself as to the nature and location of the work, the character, location, quality and quantity of surface and subsurface materials, structures and utilities likely to be encountered, the character of equipment, and other facilities needed for the performance of the work, the general local conditions which may in any way affect the work or its performance.

25. AUTHORITY OF THE ENGINEER

In the performance of the work, the Contractor shall abide by all orders and directions and requirements of the Engineer and shall perform all work to the satisfaction of the Engineer, at such time and places, by such methods, and in such manner and sequence as he may require. The Engineer shall determine the amount, quality, acceptability and fitness of all parts of the work, shall interpret the plans, specifications, contract documents and any extra work orders and shall decide all other questions in connection with the work. Upon request, the Engineer shall confirm in writing any oral orders, directions, requirements or determinations. The enumeration herein or else-where in the contract documents of particular instances in which the opinion, judgment, discretion or determination of the Engineer shall control, or in which work shall be performed to his satisfaction or subject to his approval, or inspection, shall not imply that only matters similar to those enumerated shall be so governed and so performed, but without exception all the work shall be governed and so performed. Nothing herein shall be construed to give the Contractor a claim for extra work unless prior thereto an appropriate Change Order has been executed by the TOWN DISTRICT and Contractor for such work.

26. SURVEYS

The Contractor shall provide all layouts, measurements, lines, and grades necessary for the execution of the work, and will furnish the necessary stakes and spikes for laying out such lines and grades and the unskilled labor necessary to place same and/or assist in measuring.

27. CHANGES AND ALTERATIONS

The TOWN DISTRICT reserves the right to make alterations in the location, line, grade, plans, form or dimensions of the work, or any part thereof, either before or after the commencement of the construction. If such alterations diminish the amount of work to be done, no claim for damages or anticipated profits will be warranted on the work which may be dispensed with. If such alterations increase the amount of work, such increases shall be paid for according to the quantity of work actually done and at the unit prices for such work as contained in the schedule of prices.

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If such alterations decrease the amount of work, such decreases shall be a credit to the TOWN DISTRICT based on the quantity of work not performed as agreed to by the TOWN DISTRICT and the Contractor and at the unit prices for such work as contained in the Schedule of Prices.

28. CORRECTION OF WORK

All work and all materials, whether incorporated into the work or not, all processes of manufacture and all methods of construction shall be, at all times and places, subject to the inspection of the Engineer who shall be the final judge of quality, materials, processes of manufacture and methods of construction suitable for the purpose for which they are used. Should they fail to meet his approval they shall be forthwith reconstructed, made good and replaced and/or corrected as the case may be, by the Contractor at his own expense. Rejected materials shall immediately be removed from the site.

If, in the opinion of the Engineer, it is not desirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the contract documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as, in the judgment of the Engineer, shall be equitable.

The Contractor expressly warrants that his work shall be free from any defects in materials or workmanship, and agrees to correct any defects, settlements, or shrinkages which may appear within one (1) year following the date of the final payment request. Neither the acceptance of the completed work nor payment therefor shall operate to release the Contractor or his sureties from any obligations under or upon this Contract or the Performance Bond.

29. WEATHER CONDITIONS

The Contractor will and will cause his subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If any work or materials shall have been damaged or injured by reason of the failure on the part of the Contractor or any of his subcontractors to protect his, or their work, such work and materials shall be removed and replaced at the expense of the Contractor.

30. THE TOWN DISTRICT'S RIGHT TO WITHHOLD PAYMENTS

The TOWN DISTRICT may withhold from the Contractor so much of any approved payments due him as may, in the judgment of the TOWN DISTRICT, be necessary:

- A. To assure the payment of just claims then due and unpaid of any persons supplying labor or materials for the work.
- B. To protect the TOWN DISTRICT from loss due to defective work not remedied; or
- C. To protect the TOWN DISTRICT from loss due to injury to persons or damage to the work or property of other contractors or subcontractors or others, caused by the act or neglect of the Contractor or any of his subcontractors. The TOWN DISTRICT shall have the right, as agent for the Contractor, to apply any such amount so withheld in such manner as the TOWN DISTRICT may deem proper to satisfy such claims or to secure such protection. Such application of such money shall be deemed payments for the account of the Contractor.

31. THE TOWN DISTRICT'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If:

- A. The Contractor shall file for any form of bankruptcy relief or make an assignment for the benefit of creditors; or
- B. A receiver or liquidator shall be appointed for the Contractor for any of his property and shall not be dismissed within twenty (20) days after such appointment, or the proceedings in connection therewith shall not be stayed on appeal within the said twenty (20) days; or

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C. The Contractor shall violate any provision of this Contract; or

D. The Contractor shall fail or refuse to regard laws, ordinances, regulations, or the instructions of the Engineer and/or the TOWN DISTRICT.

then, and in any such event, the TOWN DISTRICT without prejudice to any other rights or remedy it may have, and after seven (7) days written notice to the Contractor and Contractor's Surety may terminate the employment of the Contractor and take possession of the premises and all material, tools and appliances therein, and complete the work by contract or otherwise, as the TOWN DISTRICT solely may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished.

If the unpaid balance of the compensation to be paid the Contractor hereunder shall exceed the expense of so completing the work (including compensation for additional managerial, engineering, administration, legal, testing and observation services and any damages for delay), such excess shall be paid to Contractor.

If the expense shall exceed the unpaid balance, the Contractor and his sureties shall be liable to the TOWN DISTRICT for such excess.

32. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If the work shall be stopped by order of the Court or any public authority, Federal or State agency, for a period of three (3) months through no act or fault of the Contractor or any of his agents, servants, employees, materialmen, or subcontractors, the Contractor may, upon ten (10) days notice to the TOWN DISTRICT, discontinue his performance of the work and/or terminate the Contract.

Upon termination by the Contractor the TOWN DISTRICT may take possession of the work and complete the work by Contract or otherwise, as the TOWN DISTRICT solely may deem expedient.

If the Contract is terminated by the Contractor, the liability of the TOWN DISTRICT to the Contractor shall be for all work executed and for any proven loss sustained upon any materials, equipment, tools, construction equipment, including reasonable profit and damages.

33. RESPONSIBILITY OF WORK

The Contractor agrees to be responsible for the entire work embraced in this Contract until its completion and final acceptance, and that any unfaithful or imperfect work that may become damaged from any cause, either by act or commission or omission to properly guard and protect the work that may be discovered at any time before the completion and acceptance shall be removed and replaced by good and satisfactory work without any charge to the TOWN DISTRICT and that such removal and replacement will be performed immediately on the requirement of the Engineer, notwithstanding the fact that it may have been overlooked by the proper inspector, and partial payment made thereon. It is fully understood by the Contractor that the inspection of the work shall not relieve him of any obligation to do sound and reliable work as herein prescribed, and that any omission to disapprove of any work by the Engineer at or before the time of a partial payment or other estimate shall not be construed to be an acceptance of any defective work.

34. USES OF PREMISES AND REMOVAL OF DEBRIS

The Contractor expressly undertakes at his own expense:

A. To take every precaution against injury to persons or damages to property.

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B. To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any of his subcontractors, or other contractors.

C. To place upon any of the completed work only such superimposed loads as are consistent with the safety of that portion of the work.

D. To frequently clean up all refuse, rubbish, scrap materials and debris caused by the operations to the end that at all times the site of the work shall present a neat and orderly and workmanlike appearance.

E. Before the Engineer's approval of the Final Payment Request, to remove all surplus material, temporary structures, plants of any description and debris of any and every nature resulting from his operations and to put the site in a neat and orderly condition.

35. POWER OF THE CONTRACTOR TO ACT IN AN EMERGENCY

In case of an emergency which threatens loss or injury to property and/or safety to life, the Contractor will be permitted to act as he sees fit without previous instructions from the TOWN DISTRICT. He shall notify the TOWN DISTRICT thereof immediately thereafter and any compensation claimed by the Contractor due to extra work made necessary because of his acts in such emergency shall be submitted to the TOWN DISTRICT for approval and Change Order executed by the TOWN DISTRICT and the Contractor.

Where the Contractor has not taken action but has notified the Engineer of an emergency indicating injury to persons or damage to adjoining property or to the work being accomplished under this Contract, then upon authorization from the Engineer to prevent such threatened injury or damage, he shall act as instructed by the Engineer. The amount of reimbursement claimed by the Contractor on account of any such action shall be determined in the manner provided herein for the payment of extra work and shall be incorporated into a Change Order executed by the TOWN DISTRICT and Contractor.

36. SUITS AT LAW

The Contractor shall indemnify and save harmless the TOWN DISTRICT from and against all suits, claims, demands or actions for any injury sustained or alleged to be sustained by any party or parties in connection with the construction of the work or any part thereof, or any commission or omission of the Contractor, his employees or agents or any subcontractors and in case any such action shall be brought against the TOWN DISTRICT, the Contractor shall immediately take care of and defend the same at his own cost and expense.

37. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and, if through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

38. SUBLetting, SUCCESSOR AND ASSIGNS

The Contractor shall not sublet any part of the work under this Contract, nor assign any money due him hereunder without first obtaining the written consent of the TOWN DISTRICT. This Contract shall inure to the benefit of and shall be binding upon the parties hereunder and upon their respective successors and assigns, but neither party shall assign or transfer his interest herein in whole or in part without consent of the other.

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

RIVERHEAD WATER DISTRICT

BY: _____
YVETTE AGUIAR, SUPERVISOR

(TOWN SEAL)

CONTRACTOR

BY: _____

TITLE: _____

(SEAL)

STATE OF NEW YORK)
) ss:
COUNTY OF SUFFOLK)

On the _____ day of _____, 20____, before me personally came YVETTE AGUIAR, to me known, who being by me duly sworn, did depose and say that he is the duly elected SUPERVISOR of the TOWN OF RIVERHEAD, COUNTY OF SUFFOLK, NEW YORK, and that at a meeting of the Town Board of the Town of Riverhead, duly held on the _____ day of _____, 20____, the said Board, also acting in its capacity as the Governing Body of the Riverhead Water District, authorized the said SUPERVISOR to execute all and any contracts on behalf of the Board; that he knows the seal of said Town, and that the said Water District seal is also the seal of the Town of Riverhead; that the seal affixed to the foregoing instrument is its corporate seal; that it was affixed thereto by order of the said Board, and that he signed his name thereto and executed the said instrument on behalf of the said Water District by like order and authority.

NOTARY PUBLIC

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Protection of workers from metals and particulate hazards.

1.02 RELATED SECTIONS

- A. Section 015719 - Temporary Environmental Controls (Containment).
- B. Section 099870 - Steel Tank Coating System.

1.03 REFERENCES

- A. ANSI Z49.1 - Safety in Welding, Cutting and Allied Processes
- B. OSHA 29 CFR 1910.134 - Respiratory Protection
- C. OSHA 29 CFR 1926.20 - General Safety and Health Provisions
- D. OSHA 29 CFR 1926.21 - Safety Training and Education
- E. OSHA 29 CFR 1926.24 - Medical Surveillance and Medical Removal Protection Programs
- F. OSHA 29 CFR 1926.28 - Personal Protective Equipment
- G. OSHA 29 CFR 1926.51(f) - Washing Facilities
- H. OSHA 29 CFR 1926.55 - Gases, Vapors, Fumes, Dusts, and Mists
- I. OSHA 29 CFR 1926.57 - Ventilation
- J. OSHA 29 CFR 1926.59 - Hazard Communication Standard
- K. OSHA 29 CFR 1926.62 - Metals Construction Standard
- L. OSHA 29 CFR 1926.103 - Respiratory Protection
- M. OSHA 29 CFR 1926.353(c) - Ventilation; Welding, Cutting or Heating of Metals of Toxic Significance
- N. USEPA 40 CFR part 745 - Lead; Identification of Dangerous Levels of Lead

1.04 SUBMITTALS

- A. Submit under provisions of Section 013300.
- B. Certifications: Submit evidence that all workers and supervisors have been trained, certified and accredited as required by federal, state, or local code or regulation.
- C. Report from Medical Examination: Submit a report from a medical examination conducted within last 12 months as part of compliance with medical surveillance requirements for each worker who is to enter the Work Area. Submit, at a minimum, for each worker the following:
 1. Name and last four digits of worker's social security number.
 2. Physicians Written Opinion from examining physician including at a minimum the following:

- a. Whether worker has any detected medical conditions that would place the worker at an increased risk of material health impairment from metals exposure.
- b. Any recommended limitations on the work or on the use of personal protective equipment such as respirators.
- c. Results of blood metals determinations and any actions taken as a result of recommendations.
- d. Statement that the worker has been informed by the physician of the results of the medical examination and of any medical conditions that necessitates further medical exam or treatment.
3. Copy of information that was provided to physician prior to the examination.
4. Statement that worker is able to wear and use the type of respiratory protection proposed for the project, and is able to work safely in an environment capable of producing heat stress in the worker.

D. Compliance Program: Submit program in compliance with OSHA 29 CFR 1926.20.

1.05 QUALIFICATIONS

- A. Provide a competent person who is capable of identifying existing and predictable hazards at the worksite, and who has the authority to ensure prompt corrective measures are taken to eliminate them. The competent person has authority to shut down the project in accordance with OSHA 1926.62.
- B. Certification: All workers and supervisors are to be trained, certified, and accredited as required by federal, state, or local code or regulation.
- C. OSHA - Required Training: All workers are to be trained in the dangers inherent in handling metals, breathing or ingesting metal dust, and in the proper work procedures and personal and area protective measures prior to the time of initial job assignment and at least annually thereafter. Including but not limited to the topics covered in the course to the following:
 1. Content of OSHA metals standard.
 2. Possible routes of exposure to metals.
 3. Health effects associated with metals and particulate exposure.
 4. Medical removal protection program.
 5. The importance of good personal hygiene.
 6. Nature of operations that could result in exposure to metals and particulate.
 7. The proper use and maintenance of protective clothing and equipment, including respiratory protection.
 8. The correct use of engineering controls and implementation of good work practices.
 9. Importance of and instruction in the use of necessary protective controls, practices and procedures to minimize exposure including:
 - a. Engineering controls
 - b. Work practices
 - c. Respirators
 - d. Housekeeping procedures
 - e. Hygiene facilities
 - f. Protective clothing
 - g. Decontamination procedures
 - h. Emergency procedures
 - i. Waste disposal procedures
 10. Purpose, proper use, fitting, instructions, and limitations of respirators as required by OSHA 29 CFR 1926.103.
 11. The specific methods of hazard reduction to be used for the project.
 12. Requirements of medical monitoring/surveillance program.
 13. Signs and labels.

14. Work practices including hands-on or on-the-job training.
15. Personal decontamination procedures.
16. Health and safety considerations.
17. Review of OSHA written compliance program as required by 29 CFR 1926.62.
18. Information on the use of chelating agents and the fact that they should not be routinely used to remove metals from their bodies except under the direction of a licensed physician.
19. The employees' right of access to medical records per 29 CFR 1910.23.

D. EPA - Required Training: Training as per USEPA 40CFR Part 745, for all persons conducting "Metals-Based Paint Activities", as defined by EPA, calls for additional training requirements including:

1. For workers:
 - a. A minimum of 32 hours of training, with a minimum of ten hours devoted to hands-on training.
 - b. Instruction in regulatory background, Federal, state and local.
2. For supervisors:
 - a. A minimum of 40 hours training, with a minimum of eight hours devoted to hands-on training.
 - b. Instruction in legal insurance issues.
 - c. Development of pre-abatement work plans.
 - d. Employee information and training.
 - e. Project management.
 - f. Contract specifications.
 - g. Supervisory techniques.
 - h. Soil, dust, and air testing.
 - i. Clearance standards and testing.
 - j. Community relations process.
 - k. Cost estimations.
 - l. Recordkeeping.

1.06 MEDICAL SURVEILLANCE

- A. Institute a medical surveillance program in accordance with OSHA 29 CFR 1926.62.
- B. Provide full medical examinations for all workers performing metals abatement at first use of negative pressure respirators and for each worker exposed to metals for more than thirty days a year and/or who have blood metals levels over 25 micrograms/deciliter. Provide initial medical examinations for each worker exposed to metals for more than one day a year. Provide medical examination for any employee who has signs and symptoms of metals poisoning or when a worker becomes pregnant.
- C. Medical evaluation to include:
 1. A detailed work and medical history.
 2. A thorough physical examination.
 3. Evaluation of pulmonary status.
 4. A blood pressure measurement.
 5. A blood sample and analysis that determines blood metals levels, hemoglobin and hematocrit, red cell indices, peripheral smear morphology, blood urea nitrogen, serum creatinine and zinc protoporphyrin.
 6. A routine urinalysis.
 7. Any other laboratory or other test which is recommended by the examining physician.
- D. The medical evaluation must be provided prior to construction.

- E. Blood testing (blood metals and zinc protoporphyrin) shall be performed at least every two months for the duration of the project. An additional blood test shall be performed at the completion of the project and upon termination of employment. The employer must make available the following:
 - 1. Biological monitoring for blood metals level and zinc protoporphyrin level at least every two months during the first six months and every two months thereafter.
 - 2. When an employee's blood metals level is at or above 40 µg/dl, biological monitoring at least every two months until two consecutive blood level results are below 40 µg/dl.
 - 3. Monthly blood metals level testing during removal period or any employee medically removed due to an elevated blood metals level.
 - 4. When an employee's blood metals level meet the criteria for medical removal (at or above 50 µg/dl), follow-up blood testing within two weeks.
- F. Employers must remove employees with metals exposure at or above 30 micrograms/cubic meter of air each time:
 - 1. A periodic and follow-up blood sampling test indicates a blood metals level at or above 50 µg/dl; and
 - 2. A final medical determination indicates a detectable medical condition that increases health risks from metals exposure.

1.07 REGULATORY REQUIREMENTS

- A. Establish and implement a written compliance program prior to the commencement of a job in accordance with OSHA 29 CFR 1926.62 which includes:
 - 1. Description of activities that produce metals and particulate exposure.
 - 2. Description of the specific means that will be employed to reduce exposure, and where engineering controls are used, the plans and studies used to determine the methods selected.
 - 3. A detailed schedule for implementing the compliance program.
 - 4. A report of the technology considered in meeting the PEL.
 - 5. Air monitoring data that documents the source of the metals and particulate exposure.
 - 6. Specific work practice procedures that will be employed on the project.
 - 7. A schedule of administrative controls if these are to be utilized.
 - 8. A description of all arrangements made on multi-employer work sites to inform affected employers about the metals project.
- B. Do not weld or cut through the existing coating unless adequate worker protection is provided in accordance with ANSI Z49.1 and OSHA 29 CFR 1926.62.

PART 2 - PRODUCTS

2.01 PROTECTIVE CLOTHING AND EQUIPMENT

- A. Coveralls: Provide one of the following:
 - 1. Disposable full-body coveralls and disposable head covers, and require that they be worn by all workers in the Work Area. Provide a sufficient number for all required changes, for all workers in the Work Area. Dispose of coveralls as clothing waste at the end of each day.
 - 2. Cloth full-body coveralls and hats, require that they be worn by all workers in the work area. Require that workers change out of coverall in the equipment section of the Change Room. Dispose of coverall as clothing waste at completion of all work.
- B. Shoe Covers: Provide disposable shoe covers and require that they be worn by all workers in the Work Area. Shoe covers must be replaced each time a worker leaves the work area. Shoe covers are disposed as clothing waste in the equipment section of the Change Room.

- C. Boots: Provide work boots with non-skid soles, and where required by OSHA, foot protectives, for all workers. Provide boots at no cost to workers. Do not allow boots to be removed from the Work Area for any reason, after being contaminated with metals dust. Dispose of boots with clothing waste at the end of the work, or bag and take to next project. Boots that are non-porous may be decontaminated and removed from work area.
- D. Hard Hats: Provide head protectives (hard hats) as required by OSHA for all workers, and provide four spares for use by Engineer, Project Monitor, and Owner. Require hard hats to be worn at all times that work is in progress that may potentially cause head injury. Provide hard hats of type with plastic strap type suspension. Require hats to remain in the Work Area throughout the work. Thoroughly clean and decontaminate hats before removing them from Work Area at the end of the project.
- E. Goggles and Face Shields: Provide eye and face protection (goggles or face shields) as required by OSHA for all workers involved in scraping, spraying, stripping, or any other activity which may potentially cause eye or face injury. Thoroughly clean and decontaminate goggles or face shields before removing them from Work Area at the end of the project.
- F. Gloves: Provide work gloves to all workers and require that they be worn at all times in the Work Area. Chemical resistant gloves must be provided when using chemical strippers to remove metals based paint. Gloves must be secured to the coveralls using duct tape to protect arms and hands from the chemical strippers. Do not remove gloves from Work Area. Dispose of as clothing waste at the end of the work day.
- G. Disposable coveralls, head covers, and footwear covers shall be provided by the Contractor for the Owner, Engineer, Project Monitor, and other authorized representatives who may inspect the job site.
- H. Shower Facilities: Provide shower facilities to be used by all workers when metals air concentrations exceed 30 µg/m³ or surface metals dust concentrations exceed 2,000 µg/FT².
 - 1. Provide pre-fabricated or site-built shower facilities. Supply hot and cold water to shower head which can be controlled from inside shower. Filter all shower water or dispose into sanitary sewer system.
 - 2. Supply a sufficient quantity of soap and towels for the workers and authorized visitors.
- I. Washing Facilities: Provide washing facilities to be used by all workers when exiting the work area.
 - 1. Provide temporary sink with hot and cold water supply. Filter all water or dispose into sanitary sewer system.
 - 2. Supply a sufficient quantity of soap and towels for the workers and authorized visitors.
- J. Eyewash Station: Where the eyes of employees may be exposed to injurious corrosive materials, suitable facilities for flushing of the eyes shall be provided within the work area for immediate emergency use.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Provide worker protection as required by the most stringent OSHA and/or EPA standards applicable to the work. The following procedures are minimums to be adhered to regardless of metals concentration in the Work Area.
- B. Each time Work Area is entered remove street clothes and put on new disposable coverall or (re-use previous coverall if not overly contaminated or torn), new head cover and a clean

respirator with cartridges appropriate for the abatement work to be performed. Reinforce coverall seams and secure gloves to coveralls with duct tape. Proceed through Change Room, don foot covers and enter Work Area.

3.02 DECONTAMINATION PROCEDURES

- A. Air Purifying-Negative Pressure Respirators: Require that all workers use the following decontamination procedure as a minimum requirement whenever leaving the Work Area with a half or full face cartridge type respirator:
 1. Still wearing respirators, comply with the following procedure. Care must be taken to follow reasonable procedures in removing the respirator and filters to avoid disturbing metals dust. The following procedure is required as a minimum:
 - a. HEPA vacuum heavily contaminated protective work clothing.
 - b. When exiting Work Area, remove foot covers in work area. Remove disposable coveralls and disposable head covers in the Change Room. Remove protective coveralls by carefully rolling down the garment to minimize exposure to metals dust.
 2. Remove respirator and set aside.
 3. Remove respirator and set aside. Thoroughly wash hands and face with soap and water. If shower facilities are available, proceed to shower and shower completely with soap and water.
 4. Remove respirator cartridges from facepiece and into six mil labeled disposable bag.
 5. Carefully wash facepiece of respirator inside and out.
 6. Thoroughly wash hands with soap and water.
- B. Powered Air Purifying Respirators: Require that all workers use the following decontamination procedure as a minimum requirement whenever leaving the Work Area with a PAPR:
 1. Still wearing respirators, comply with the following procedure. Care must be taken to follow reasonable procedures in removing the respirator and filters to avoid disturbing metals dust. The following procedure is required as a minimum:
 - a. HEPA vacuum heavily contaminated protective work clothing.
 - b. When exiting Work Area, remove foot covers in work area. Remove disposable coveralls and disposable head covers in the Change Room. Remove protective coveralls by carefully rolling down the garment to minimize exposure to metals dust.
 2. Remove respirator, cap filter cartridges, shut blower unit off and set aside.
 3. Thoroughly wash hands and face with soap and water. If shower facilities are available, proceed to shower and shower completely with soap and water.
 4. Carefully wash facepiece of respirator inside and out. Wet wipe blower unit, hose and battery pack. Do not allow battery pack terminals to get wet. Do not remove respiratory cartridges unless wet. If wet, remove respirator cartridges from blower unit and discard into 6 mil labeled disposable bags.
 5. Thoroughly wash hands with soap and water.
- C. Within the Work Area:
 1. Require that workers NOT eat, drink, smoke, chew tobacco or gum, or apply cosmetics in the Work Area. To eat, chew, drink or smoke, workers shall follow the procedure described above before entering the Non-Work Areas of the building or exterior.
 2. All contaminated PPE, clothing, coveralls etc. not suitable for reuse shall be disposed of in properly labeled containers, characterized, and sent for disposal according to all state and federal regulations.

END OF SECTION 007319

Wage Rates begin on the following page.



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Riverhead Water District

Chelsea Martinez, Staff Engineer
2700 Westchester Avenue
Suite 415
Purchase NY 10577

Schedule Year 2020 through 2021
Date Requested 04/05/2021
PRC# 2021003237

Location Plant No. 10
Project ID# RDWD2002
Project Type Plant No. 10 Tank Rehabilitation

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 2020 through June 2021. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____

Date Cancelled: _____

Name & Title of Representative: _____

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

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

Introduction

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

Responsibilities of the Department of Jurisdiction

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

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

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

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

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

Hours

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

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.

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

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

Payrolls and Payroll Records

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

or provided, and Daily and weekly number of hours worked in each classification.

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

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

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

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

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

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

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



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Riverhead Water District

Chelsea Martinez, Staff Engineer
2700 Westchester Avenue
Suite 415
Purchase NY 10577

Schedule Year 2020 through 2021
Date Requested 04/05/2021
PRC# 2021003237

Location Plant No. 10
Project ID# RDWD2002
Project Type Plant No. 10 Tank Rehabilitation

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, www.labor.ny.gov. <https://labor.ny.gov/formsdocs/ui/IA999.pdf>

If you have any questions concerning the Fair Play Act, please call the State Labor Department toll-free at 1-866-435-1499 or email us at: dol.misclassified@labor.ny.gov .

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

Effective June 23, 2020

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

(12.20)

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

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

1. Purpose and Scope:

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

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

2. Background and Statutory References:

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

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

3. Procedures and Agency Responsibilities:

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

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

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

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

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

Reports should contain the following information:

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

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

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

<ul style="list-style-type: none">• Civil Penalty• Criminal Penalty	<p>First offense: Up to \$2,500 per employee</p> <p>Subsequent offense(s): Up to \$5,000 per employee</p> <p>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.</p> <p>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.</p>
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If you have questions about your employment status or believe that your employer may have violated your rights and you want to file a complaint, call the Department of Labor at (866) 435-1499 or send an email to dol.misclassified@labor.ny.gov. All complaints of fraud and violations are taken seriously. You can remain anonymous.

Employer Name:

IA 999 (09/16)

Attention Employees

THIS IS A: **PUBLIC WORK
PROJECT**

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

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:
www.labor.ny.gov**

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 – click on Bureau of Labor Law.

Contractor Name: _____

Project Location: _____

Requirements for OSHA 10 Compliance

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

The Bureau will enforce the statute as follows:

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

Proof of completion may include but is not limited to:

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

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

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

WICKS

Public work projects are subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work, when the total project's threshold is \$3 million in Bronx, Kings, New York, Queens and, Richmond counties; \$1.5 million in Nassau, Suffolk and Westchester counties; and \$500,000 in all other counties.

For projects below the monetary threshold, bidders must submit a sealed list naming each subcontractor for the plumbing, HVAC and electrical and the amount to be paid to each. The list may not be changed unless the public owner finds a legitimate construction need, including a change in specifications or costs or the use of a Project Labor Agreement (PLA), and must be open to public inspection.

Allows the state and local agencies and authorities to waive the Wicks Law and use a PLA if it will provide the best work at the lowest possible price. If a PLA is used, all contractors shall participate in apprentice training programs in the trades of work it employs that have been approved by the Department of Labor (DOL) for not less than three years. They shall also have at least one graduate in the last three years and use affirmative efforts to retain minority apprentices. PLA's would be exempt from Wicks, but deemed to be public work subject to prevailing wage enforcement.

The Commissioner of Labor shall have the power to enforce separate specification requirements on projects, and may issue stop-bid orders against public owners for non-compliance.

Other new monetary thresholds, and similar sealed bidding for non-Wicks projects, would apply to certain public authorities including municipal housing authorities, NYC Construction Fund, Yonkers Educational Construction Fund, NYC Municipal Water Finance Authority, Buffalo Municipal Water Finance Authority, Westchester County Health Care Association, Nassau County Health Care Corp., Clifton-Fine Health Care Corp., Erie County Medical Center Corp., NYC Solid Waste Management Facilities, and the Dormitory Authority.

Contractors must pay subcontractors within a 7 days period.

(07.19)

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

This information is provided to assist you in the interpretation of particular requirements for each classification of worker contained in the attached Schedule of Prevailing Rates.

Classification

It is the duty of the Commissioner of Labor to make the proper classification of workers taking into account whether the work is heavy and highway, building, sewer and water, tunnel work, or residential, and to make a determination of wages and supplements to be paid or provided. It is the responsibility of the public work contractor to use the proper rate. If there is a question on the proper classification to be used, please call the district office located nearest the project. District office locations and phone numbers are listed below.

Prevailing Wage Schedules are issued separately for "General Construction Projects" and "Residential Construction Projects" on a county-by-county basis.

General Construction Rates apply to projects such as: Buildings, Heavy & Highway, and Tunnel and Water & Sewer rates.

Residential Construction Rates generally apply to construction, reconstruction, repair, alteration, or demolition of one family, two family, row housing, or rental type units intended for residential use.

Some rates listed in the Residential Construction Rate Schedule have a very limited applicability listed along with the rate. Rates for occupations or locations not shown on the residential schedule must be obtained from the General Construction Rate Schedule. Please contact the local Bureau of Public Work office before using Residential Rate Schedules, to ensure that the project meets the required criteria.

Payrolls and Payroll Records

Contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records.

Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury.

Paid Holidays

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

Overtime

At a minimum, all work performed on a public work project in excess of eight hours in any one day or more than five days in any workweek is overtime. However, the specific overtime requirements for each trade or occupation on a public work project may differ. Specific overtime requirements for each trade or occupation are contained in the prevailing rate schedules.

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays.

The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Supplemental Benefits

Particular attention should be given to the supplemental benefit requirements. Although in most cases the payment or provision of supplements is straight time for all hours worked, some classifications require the payment or provision of supplements, or a portion of the supplements, to be paid or provided at a premium rate for premium hours worked. Supplements may also be required to be paid or provided on paid holidays, regardless of whether the day is worked. The Overtime Codes and Notes listed on the particular wage classification will indicate these conditions as required.

Effective Dates

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. The rate listed is valid until the next effective rate change or until the new annual determination which takes effect on July 1 of each year. All contractors and subcontractors are required to pay the current prevailing rates of wages and supplements. If you have any questions please contact the Bureau of Public Work or visit the New York State Department of Labor website (www.labor.ny.gov) for current wage rate information.

Apprentice Training Ratios

The following are the allowable ratios of registered Apprentices to Journey-workers.

For example, the ratio 1:1:1:3 indicates the allowable initial ratio is one Apprentice to one Journeyworker. The Journeyworker must be in place on the project before an Apprentice is allowed. Then three additional Journeyworkers are needed before a second Apprentice is allowed. The last ratio repeats indefinitely. Therefore, three more Journeyworkers must be present before a third Apprentice can be hired, and so on.

Please call Apprentice Training Central Office at (518) 457-6820 if you have any questions.

Title (Trade)	Ratio
Boilermaker (Construction)	1:1,1:4
Boilermaker (Shop)	1:1,1:3
Carpenter (Bldg.,H&H, Pile Driver/Dockbuilder)	1:1,1:4
Carpenter (Residential)	1:1,1:3
Electrical (Outside) Lineman	1:1,1:2
Electrician (Inside)	1:1,1:3
Elevator/Escalator Construction & Modernizer	1:1,1:2
Glazier	1:1,1:3
Insulation & Asbestos Worker	1:1,1:3
Iron Worker	1:1,1:4
Laborer	1:1,1:3
Mason	1:1,1:4
Millwright	1:1,1:4
Op Engineer	1:1,1:5
Painter	1:1,1:3
Plumber & Steamfitter	1:1,1:3
Roofer	1:1,1:2
Sheet Metal Worker	1:1,1:3
Sprinkler Fitter	1:1,1:2

If you have any questions concerning the attached schedule or would like additional information, please contact the nearest BUREAU of PUBLIC WORK District Office or write to:

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

Suffolk County General Construction

Asbestos Worker

04/01/2021

JOB DESCRIPTION Asbestos Worker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2020

Asbestos Worker	\$ 44.00
Removal & Abatement Only*	

NOTE: *On Mechanical Systems that are NOT to be SCRAPPED.

SUPPLEMENTAL BENEFITS

Per Hour:

Asbestos Worker	\$ 8.70
Removal & Abatement Only	

OVERTIME PAY

See (B, B2, *E, J) on OVERTIME PAGE

Hours worked on Saturdays are paid at time and one half only if forty hours have been worked during the week.

HOLIDAY

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (5, 6, 8) on HOLIDAY PAGE

REGISTERED APPRENTICES

Apprentice Removal & Abatement Only:

1000 hour terms at the following percentage of Journeyman's rates.

1st	2nd	3rd	4th
78%	80%	83%	89%

SUPPLEMENTAL BENEFIT

Per Hour:

Apprentice	
Removal & Abatement	\$ 8.70

4-12a - Removal Only

Boilermaker

04/01/2021

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: 07/01/2020 01/01/2021

Boilermaker	\$ 61.24	\$63.38
Repairs & Renovations	61.24	63.38

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2020 01/01/2021

Boilermaker	32% of hourly	32% of hourly
Repair \$ Renovations	Wage Paid	Wage Paid
	+ \$ 25.35	+ TBA

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)	07/01/2020 32% of Hourly Wage Paid Plus Amount Below	01/01/2021 32% of Hourly Wage Paid Plus Amount Below
1st Term	\$ 19.38	\$ TBA
2nd Term	20.24	TBA
3rd Term	21.08	TBA
4th Term	21.94	TBA
5th Term	22.79	TBA
6th Term	23.65	TBA
7th Term	24.48	TBA

NOTE: "Hourly Wage Paid" shall include any and all premium(s)

4-5

Carpenter

04/01/2021

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per hour: 07/01/2020

Piledriver	\$ 55.93
Dockbuilder	\$ 55.93

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 52.44
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OVERTIME PAY

See (B, E2, O) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

Apprentices See (5,6,11,13,25)

Overtime: See (5,6,11,13,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages per hour

(1)year terms:

1st	2nd	3rd	4th
\$22.37	\$27.97	\$36.35	\$44.74

Supplemental benefits per hour:

All Terms: \$ 34.34

8-1556 Db

Carpenter

04/01/2021

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

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

WAGES

Per hour: 07/01/2020

Carpet/Resilient

Floor Coverer \$ 54.00

INCLUDES HANDLING & INSTALLATION OF ARTIFICIAL TURF AND SIMILAR TURF INDOORS/OUTDOORS.

SUPPLEMENTAL BENEFITS

Per hour:

\$ 46.99

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
	\$24.20	\$27.20	\$31.45	\$39.33

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$16.06	\$17.56	\$21.16	\$23.16

8-2287

Carpenter**04/01/2021****JOB DESCRIPTION** Carpenter**DISTRICT 8****ENTIRE COUNTIES**

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per Hour: 07/01/2020

Marine Construction:

Marine Diver	\$ 70.80
Marine Tender	50.34

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker \$ 52.34

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	\$ 22.37
2nd year	27.97
3rd year	36.35
4th year	44.74

Supplemental Benefits
Per Hour:

All terms \$ 34.34

8-1456MC

Carpenter

04/01/2021

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per hour: 07/01/2020

Building
Millwright \$ 55.70

SUPPLEMENTAL BENEFITS

Per hour:

Millwright \$ 54.16

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (18,19) on HOLIDAY PAGE.

Overtime See (5,6,8,11,13,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms:

1st.	2nd.	3rd.	4th.
\$29.99	\$35.44	\$40.89	\$51.79

Supplemental benefits per hour:

One (1) year terms:

1st.	2nd.	3rd.	4th.
\$34.79	\$38.49	\$42.84	\$49.60

8-740.1

Carpenter

04/01/2021

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per Hour:

07/01/2020

Timberman \$ 51.05

SUPPLEMENTAL BENEFITS

Per Hour:

07/01/2020

\$ 51.79

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

Apprentices See (5,6,11,13,25)

Overtime: See (5,6,11,13,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms:

1st	2nd	3rd	4th
\$20.42	\$25.53	\$33.18	\$40.84

Supplemental benefits per hour:

All terms \$ 34.07

8-1556 Tm

Carpenter

04/01/2021

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Westchester

PARTIAL COUNTIES

Orange: South of but including the following, Waterloo Mills, Slate Hill, New Hampton, Goshen, Blooming Grove, Mountainville, east to the Hudson River.

Putnam: South of but including the following, Cold Spring, TompkinsCorner, Mahopac, Croton Falls, east to Connecticut border.

Suffolk: West of Port Jefferson and Patchogue Road to Route 112 to the Atlantic Ocean.

WAGES

Per hour: 07/01/2020 10/18/2020

Core Drilling:

Driller	\$ 41.19	\$ 41.74
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Driller Helper	32.62	32.92
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Note: Hazardous Waste Pay Differential:

For Level C, an additional 10% above wage rate per hour

For Level B, an additional 10% above wage rate per hour

For Level A, an additional 10% above wage rate per hour

Note: When required to work on water: an additional \$ 0.50 per hour.

SUPPLEMENTAL BENEFITS

Per hour:

Driller and Helper	\$ 27.95
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OVERTIME PAY

OVERTIME: See (B,E,K*,P,R**) on OVERTIME PAGE.

HOLIDAY

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

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

** See (8,10,11,13) on HOLIDAY PAGE.

8-1536-CoreDriller

Carpenter - Building / Heavy&Highway

04/01/2021

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour: 07/01/2020

Carpenter	\$ 49.89
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(Building)	\$ 49.89
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Carpenter	\$ 49.89
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(Heavy Highway)	\$ 49.89
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"NOTE" ADD 15% to straight time hourly wage for NEW YORK STATE D.O.T. and other GOVERMENTAL MANDATED Off-Shift Work.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday, with one-half (1/2) hour allowed for a lunch period.

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:

Both Carpenter
Categories \$ 33.10

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

One(1) Year Terms at the following:

Per Hour:

1st	2nd	3rd	4th	5th
\$ 23.85	\$ 28.00	\$ 30.08	\$ 32.16	\$ 36.32

Supplemental Benefits

Per Hour:

All Terms: \$ 18.45

4-Reg.Council Nass/Suff

Electrician

04/01/2021

JOB DESCRIPTION

Electrician

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:	07/01/2020	09/26/2020
Electrician		
Electrical Maintenance	\$ 44.12	\$ 44.54
Traffic Signal	\$ 45.05	\$ 45.50

"PLEASE NOTE"

Applicable to "EXISTING ELECTRICAL SYSTEMS" including, but not limited to TRAFFIC SIGNALS & STREET LIGHTING. Not used for addons.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday, with one-half (1/2) hour allowed for a lunch period.

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:

Electrician	12% of Hourly Wage Paid + \$18.60	12% of Hourly Wage Paid + \$19.50
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NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay

OVERTIME PAY

See (B, E2, K, P) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

One(1) Year Term(s) at the following Percentage

of Journeyman(s) Wage:

1st	2nd	3rd	4th	5th	6th
40%	50%	60%	70%	80%	90%

Supplemental Benefits:

	07/01/2020	09/26/2020
1st	3% + \$3.65	3% + \$3.65
2nd	8% + \$4.19	8% + \$4.19
3rd	9% + \$5.20	9% + \$5.20
4th	10% + \$ 6.96	10% + \$ 6.96
5th	11% + \$10.91	11% + \$10.91
6th	12% + \$14.01	12% + \$14.01

NOTE: Percentages are on "Hourly Wage Paid"

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay

4-25m

Electrician

04/01/2021

JOB DESCRIPTION Electrician

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:	07/01/2020	3/28/2021
Tree Trimmer/Remover		
Line Clearance Specialist	\$ 35.75	\$ 36.82

Groundman*

\$21.45 \$ 22.09

These rates apply to all tree trimming/removal contracts including but not limited to "Electrical Line Clearance"/"Long Island Railroad Right of Ways".

For Building Construction or Road/Highway Construction Contracts, Heavy & Highway Laborer and Operating Engineer classifications Apply.

* Note: Groundman Classification not to exceed 20% of the company(s) workforce on Project. Please contact local office for clarification.

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2020	3/28/2021
Tree Trimmer	20.50% of Hourly	20.50% of Hourly
Line Clearance Specialist	Wage Paid +	Wage Paid +
and Groundman	\$11.07	\$11.57

NOTE: "Hourly Wage Paid" shall include any and all premium(s) paid

OVERTIME PAY

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

HOLIDAY

Paid:	See (5, 6, 8, 16, 23, 24, 25, 26) on HOLIDAY PAGE
Overtime:	See (5, 6, 8, 16, 23, 24, 25, 26) on HOLIDAY PAGE

4-1049/Tree

Electrician

04/01/2021

JOB DESCRIPTION Electrician

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:	07/01/2020	04/25/2021
Electrician/Wireman	\$ 54.00	\$ 55.00
HVAC Controls	54.00	55.00
Fire Alarms	54.00	55.00

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2020	04/25/2021
Electrcian/Wireman	16% of Hourly	16% of Hourly

(all catagories)	Wage Paid + \$ 29.16	Wage Paid + \$ 30.86
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NOTE: "Hourly Wage Paid" shall include any and all premium[s]

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

One(1) Year Terms at the following Percentage of Journeyman(s) Wage:

1st	2nd	3rd	4th	5th	6th
35%	35%	40%	45%	60%	75%
Starting 4/25/2021:					
35%	35%	37.5%	40%	60%	75%

Supplemental Benefits Per Hour:

	07/01/2020	04/25/2021
1st	3% + \$5.15	3% + \$5.15
2nd	8% + \$6.32	8% + \$6.32
3rd	9% + \$7.45	9% + \$7.45
4th	10% + \$8.74	10% + \$8.74
5th	13% + \$10.97	13% + \$10.97
6th	14% + \$17.23	14% + \$17.23

NOTE: Percentages are on "Hourly Wage Paid"

NOTE: "Hourly Wage Paid" shall include any and all premium(s).

4-25

Electrician

04/01/2021

JOB DESCRIPTION

 Electrician

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour: 07/01/2020
Electrician
Pump & Tank \$ 42.65

SUPPLEMENTAL BENEFITS

Per Hour:

Electrician
Pump & Tank 16% of *Wage
paid + \$22.35

*Wage Paid includes any and all Premiums

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

1 Year Terms at the Following:

Per Hour:

1st	2nd	3rd	4th	5th	6th
\$15.90	\$16.90	\$17.90	\$18.90	\$25.59	\$29.86

SUPPLEMENTAL BENEFITS

Per Hour:

1st	13% of *Wage paid + \$5.40
2nd	16% of *Wage paid + \$5.90
3rd	16% of *Wage paid + \$6.15
4th	16% Of *Wage paid + \$6.50
5th	16% Of *Wage paid + \$18.22
6th	16% of *Wage paid + \$19.16

*Wage Paid includes any and all Premiums

4-25 Pump & Tank

Electrician

04/01/2021

JOB DESCRIPTION Electrician

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:	07/01/2020
Telephone and	
Intergrated Tele-Data	

System Electrician \$ 38.18

This rate classification applies to ALL Voice, Data & Video work.: Excluding Fire Alarm Systems and Energy Management Systems (HVAC Controls), in those cases the regular Electrician rate applies. To ensure proper use of this rate please call Nassau Offices at (516)228-3912 or Suffolk Offices at (631)687-4882.

SUPPLEMENTAL BENEFITS

Per Hour:

Tele-Data	
Electrician	16% of
	Hourly Wage

Paid + \$19.85

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay

OVERTIME PAY

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

HOLIDAY

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (5, 6, 15, 16, 25) on HOLIDAY PAGE

4-25tela

Electrician Lineman

04/01/2021

JOB DESCRIPTION Electrician Lineman

DISTRICT 4

ENTIRE COUNTIES

Nassau, Queens, Suffolk

WAGES

For Utility Distribution & Transmission Line Construction:	
Per Hour:	07/01/2020

Lineman/Splicer	\$ 57.41
Material Man	49.95
Heavy Equip. Operator	45.93
Groundman	34.45
Flagman	25.83

For Natural Gasline Construction:

Per Hour:	07/01/2020
Journeyman U.G.Mech.	\$ 50.10

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday.

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:
Utility Distribution & Transmission Line Construction:

07/01/2020

All Classifications 32% of Hourly
Wage Paid +
\$ 13.09

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay

Natural Gasline Construction:

Per Hour: 07/01/2020

Journeyman U.G.Mech. 28% of Hourly
Wage Paid +
\$14.60

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

OVERTIME for Natural Gas Mechanic:(B,G,P)

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 16, 23, 25, 26) on HOLIDAY PAGE

Same as Above for Natural Gas Mechanic.

REGISTERED APPRENTICES

1000 hour Terms at the following Percentage of Journeyman's Wage.
(Lineman Only)

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

SUPPLEMENTAL BENEFIT: 07/01/2020

All Terms 31% of Hourly
Wage Paid +
\$13.09

4-1049 Line/Gas

Elevator Constructor

04/01/2021

JOB DESCRIPTION Elevator Constructor

DISTRICT 4

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Rockland: Entire County except for the Township of Stony Point

Westchester: Entire County except for the Townships of Bedford, Lewisboro, Cortland, Mt. Kisco, North Salem, Pound Ridge, Somers and Yorktown.

WAGES

Per hour:

07/01/2019 03/17/2021

Elevator Constructor \$ 69.56 \$ 72.29

Modernization &
Service/Repair \$ 54.56 \$ 56.77

SUPPLEMENTAL BENEFITS

Per Hour:

Elevator Constructor \$ 41.92 \$ 42.92

Modernization &
Service/Repairs \$ 40.86 \$ 41.82

OVERTIME PAY

Constructor See (D, M, T) on OVERTIME PAGE.

Modern/Service See (B, F, S) on OVERTIME PAGE.

HOLIDAY

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

REGISTERED APPRENTICES

WAGES PER HOUR:

*Note: 1st Term is based on Average wage of Constructor & Modernization.
Terms 2 thru 4 Based on Journeyman's wage of classification Working in.

1 YEAR TERMS:

1st Term*	2nd Term	3rd Term	4th Term
50%	55%	65%	75%

SUPPLEMENTAL BENEFITS

Elevator Constructor

1st Term	\$ 33.38	\$ 34.05
2nd Term	34.20	34.91
3rd Term	35.55	36.30
4th Term	36.89	37.70

Modernization &
Service/Repair

1st Term	\$ 33.33	\$ 34.00
2nd Term	33.82	34.50
3rd Term	35.09	35.83
4th Term	36.36	37.15

4-1

Glazier

04/01/2021

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:	7/01/2020	5/31/2021
		Additional
Glazier	\$ 57.55	\$ 2.00
*Scaffolding	58.55	
Glass Tinting &	29.17	
Window Film		
**Repair & Maintenance	29.17	

*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:	7/01/2020
Journeyworker	\$ 34.59
Glass tinting &	20.29
Window Film	
Repair & Maintenance	20.29

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:

7/01/2020

1st term	\$ 20.14
2nd term	28.21
3rd term	34.10
4th term	45.80

Supplemental Benefits:

(Per hour)	
1st term	\$ 16.16
2nd term	22.76
3rd term	25.16
4th term	29.73

8-1087 (DC9 NYC)

Insulator - Heat & Frost

04/01/2021

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2020

Insulators	\$ 34.16
Heat & Frost	\$ 69.01

SUPPLEMENTAL BENEFITS

Per Hour:

Insulators	\$ 34.16
Heat & Frost	

OVERTIME PAY

See (*C, **O, V) on OVERTIME PAGE

* 8th Hour paid at time and one half

** Triple time for Labor Day (if worked)

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages:

1 year terms Per Hour:

Hired prior to 8/21/2017

	1st	2nd	3rd	4th
7/1/2020	\$27.14	\$33.93	\$41.40	\$51.76

Hired after 8/21/2017

7/1/2020	\$24.16	\$31.06	\$37.95	\$44.85
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Supplemental Benefits:

Hired prior to 8/21/2017

7/1/2020	\$13.62	\$17.03	\$20.54	\$25.62
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Hired after 8/21/2017

7/1/2020	\$11.96	\$15.37	\$18.79	\$22.24
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4-12

Ironworker

04/01/2021

JOB DESCRIPTION Ironworker

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2020 01/01/2021

Ironworker Rigger \$ 67.13 \$ 67.99

Ironworker Stone
Derrickman \$ 67.13 \$ 67.99

SUPPLEMENTAL BENEFITS

Per hour: \$ 40.94 \$ 41.44

OVERTIME PAY

See (B, D1, *E, Q, **V) on OVERTIME PAGE

*Time and one-half shall be paid for all work on Saturday up to eight (8) hours and double time shall be paid for all work thereafter.

** Benefits same premium as wages on Holidays only

HOLIDAY

Paid: See (18) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 25) on HOLIDAY PAGE

*Work stops at schedule lunch break with full day's pay.

REGISTERED APPRENTICES

Wage per hour:

1/2 year terms at the following hourly wage rate:

	1st	2nd	3rd	4th
07/01/2020	\$33.12	\$47.19	\$52.50	\$57.82
01/01/2021	\$33.55	\$47.94	\$53.34	\$58.74

Supplemental benefits:

Per hour:	1st	2nd	3rd	4th
07/01/2020	\$20.93	\$31.23	\$31.23	\$31.23
01/01/2021	\$21.18	\$31.45	\$31.45	\$31.45

9-197D/R

Ironworker

04/01/2021

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2020 01/01/2021

Ornamental	\$ 45.65	\$ 45.90
Chain Link Fence	45.65	45.90
Guide Rail	45.65	45.90

SUPPLEMENTAL BENEFITS

Per hour:
Journeyworker: \$ 58.05 \$ 59.05

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Apprentices hired before 8/31/2018:

(1/2) year terms at the following percentage of Journeyman's wage.

5th Term 80%

Supplemental Benefits per hour:

5th Term	52.38	53.48
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Apprentices Hired after 9/1/18:

1 year terms

1st Term	\$ 21.13	\$ 21.13
2nd Term	24.77	24.77
3rd Term	36.32	28.40
4th Term	TBD	32.06

Supplemental Benefits per hour:

1st Term	\$ 17.61	\$ 17.89
2nd Term	18.86	19.14
3rd Term	52.58	20.40
4th Term	TBD	21.66

4-580-Or

Ironworker

04/01/2021

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

PER HOUR:

07/01/2020 01/01/2021

Ironworker:

Structural	\$ 52.70	\$ 53.45
Bridges		
Machinery		

SUPPLEMENTAL BENEFITS

PER HOUR PAID:

Journeyman \$ 81.35 \$ 82.35

OVERTIME PAY

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

*NOTE: Benefits are calculated for every hour paid

HOLIDAY

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

REGISTERED APPRENTICES

WAGES PER HOUR:

6 month terms at the following rate:

1st	\$27.45	\$27.83
2nd	\$28.05	\$28.43
3rd - 6th	\$28.66	\$29.04

Supplemental Benefits

PER HOUR PAID:

All Terms \$56.15 \$56.90

4-40/361-Str

Ironworker

04/01/2021

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Rockland: Southern section - south of Convent Road and east of Blue Hills Road.

WAGES

Per hour: 07/01/2020

Reinforcing & Metal Lathing \$ 56.25

"Base" Wage \$ 54.70 plus \$ 1.55

"Base" Wage is used to calculate overtime hours only.

SUPPLEMENTAL BENEFITS

Per hour:

Reinforcing & \$ 38.30
Metal Lathing

OVERTIME PAY

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

*Only \$22.00 per Hour for non worked hours

Supplemental Benefit Premiums for Overtime Hours worked:

Time & One Half	\$ 45.08
Double Time	\$ 51.33

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 13, 18, 19, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year terms at the following wage rates:

1st term	2nd term	3rd term	4th Term
Wage Per Hour: \$ 22.55	\$ 28.38	\$ 34.68	\$ 37.18
"Base" Wage \$ 21.00 plus \$1.55	\$ 26.80 plus \$1.58	\$ 33.10 plus \$1.58	\$ 35.60 plus \$1.58

"Base" Wage is used to calculate overtime hours ONLY.

SUPPLEMENTAL BENEFITS

Per Hour:

1st term \$ 18.17	2nd term \$ 21.34	3rd term \$ 22.00	4th Term \$ 20.50
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4-46Reinf

Laborer - Building

04/01/2021

JOB DESCRIPTION Laborer - Building

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour: 07/01/2020

Building Laborer \$ 40.80

Asbestos Abatement Workers 38.05
(Re-Roofing Removal see Roofer)

SUPPLEMENTAL BENEFITS

Per Hour:

Building Laborer	\$ 30.40
Asbestos Abatement Worker	17.75

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

See also (H) for Fire Watch on OVERTIME PAGE

Asbestos Worker See (B, H)

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

Asbestos Worker see (5, 6, 8 & 28)

REGISTERED APPRENTICES

Regular Hours Work Terms

Term #1 1 hr to 1000hrs

Term #2 1001hrs to 2000hrs

Term #3 2001hrs to 3000hrs

Term #4 3001hrs to 4000hrs

Wages per hour:

1st Term	\$ 17.75
2nd Term	21.75
3rd Term	26.80
4th Term	31.40

Benefits per hour

1st Term	\$ 20.75
2nd Term	22.69
3rd Term	22.69
4th Term	22.69

4-66

Laborer - Heavy&Highway

04/01/2021

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Laborer (Heavy/Highway):

GROUP # 1: Asphalt Rakers, Concrete Curb Formsetters.

GROUP # 2: Asphalt Shovelers, Roller Boys and Tampers.

GROUP # 3: Basic Laborer, Power Tool(Jackhammer), Landscape Construction, Traffic Control Personnel(flaggers)

WAGES PER HOUR:

	07/01/2020	06/01/2021
GROUP # 1		
Total Wage Paid	\$ 54.66	Additional
"Base Wage"	47.06	\$ 3.50
GROUP # 2		
Total Wage Paid	\$ 53.25	Additional
"Base Wage"	45.65	\$ 3.44
GROUP # 3		
Total Wage Paid	\$ 48.95	Additional
"Base Wage"	41.35	\$ 3.27

NOTE: "Base Wage" for Premium/Overtime calculation Only. \$7.60 is difference between "Base" and "Total".

Additional 30% to "Base Wage" for all hours worked on New York State D.O.T. and/or other Government Mandated Off-Shift Work.
Hazardous Material Work add an Additional 10% of base wage.

SUPPLEMENTAL BENEFITS

Per Hour:

ALL GROUPS	\$ 32.45
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After Forty (40)paid hours in a work week

OVERTIME PAY	\$ 20.30
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OVERTIME PAY

OVERTIME PAY

See (B, E2, F) on OVERTIME PAGE

NOTES: Premium/Overtime Pay to be calculated on "Base Wage" ONLY

Example Group# 3: \$41.35 X Time and One Half = \$62.02 + \$7.60 = \$69.62

HOLIDAY

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (1) on HOLIDAY PAGE

REGISTERED APPRENTICES

1000 hour(s) Terms at the following Percentage of the "Base Wage" except

4th Term calculate at Total Wage Paid.

1st 0-1000/Hrs.	60%
2nd 1001-2000/Hrs.	70%

3rd 2001-3000/Hrs.	80%
4th 3001-4000/Hrs.	90%

Supplemental Benefits per hour:

All APPRENTICES	\$ 32.45
After Forty(40) paid hours in a work Week	\$ 20.30

4-1298

Mason**04/01/2021****JOB DESCRIPTION** Mason**DISTRICT 4****ENTIRE COUNTIES**

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

WAGES

Per Hour: 07/01/2020

Brick/Blocklayer \$ 62.29

Base Wage for OT Calculation \$ 52.56

SUPPLEMENTAL BENEFITS

Per Hour:

Brick/Block Layer \$ 28.55

OVERTIME PAY

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

Note: OT Calculated on Base Wage plus \$ 9.73/hr.

HOLIDAY

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

REGISTERED APPRENTICES

(800 hour) Terms at the following Percentage of Journeyworkers "Base Wage" plus \$ 5.83/hr.:

1st	2nd	3rd	4th	5th
50%	60%	70%	80%	90%

Supplemental Benefits per hour:

All Apprentices \$ 19.70

4-1Brk

Mason - Building**04/01/2021****JOB DESCRIPTION** Mason - Building**DISTRICT 9****ENTIRE COUNTIES**

Nassau, Rockland, Suffolk, Westchester

WAGES

Per hour: 07/01/2020 12/07/2020

Tile Setters \$ 60.09 \$ 60.86

SUPPLEMENTAL BENEFITS

Per Hour:
\$ 24.81* \$ 24.91*
+ \$9.72 + \$9.73

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

OVERTIME PAY

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

Work beyond 10 hours on Saturday shall be paid at double the hourly wage rate.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:

Tile Setters:

(750 hour) term at the following wage rate:

Term:	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- 6750	6501- 7000
07/01/2020	\$20.35	\$25.11	\$32.09	\$36.83	\$40.25	\$43.50	\$46.95	\$51.69	\$54.34	\$58.19

Supplemental Benefits per hour:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$12.55* +\$.66	\$12.55* +\$.70	\$15.06* +\$.80	\$15.06* +\$.85	\$16.06* +\$ 1.23	\$17.56* +\$ 1.27	\$18.56* +\$ 1.62	\$18.56* +\$ 1.67	\$16.56* +\$ 5.82	\$21.81* +\$ 6.31

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

9-7/52A

Mason - Building

04/01/2021

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Building

07/01/2020 01/01/2021

Wages per hour:

Mosaic & Terrazzo Mechanic	\$57.42	\$ 57.92
Mosaic & Terrazzo Finisher	\$55.82	\$ 56.32
SUPPLEMENTAL BENEFITS		
Per hour:		
Mosaic & Terrazzo Mechanic	\$ 25.61* + \$11.47	\$ 25.81* + \$11.72
Mosaic & Terrazzo Finisher	\$ 25.61* + \$11.45	\$ 25.81* + \$ 11.70

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

OVERTIME PAY

See (A, E, Q) on OVERTIME PAGE

Deduct \$6.60 from hourly wages before calculating overtime.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

Easter Sunday is an observed holiday. Holidays falling on a Saturday will be observed on that Saturday. Holidays falling on a Sunday will be celebrated on the Monday.

REGISTERED APPRENTICES

Wages per hour:

(750 Hour) terms at the following wage rate.

	1st	2nd	3rd	4th	5th	6th	7th	8th
07/01/2020	\$25.40	\$27.94	\$30.49	\$33.03	\$35.57	\$38.11	\$43.20	\$48.28
01/01/2021	\$25.65	\$28.22	\$30.79	\$33.36	\$35.92	\$38.48	\$43.62	\$48.95

Supplemental benefits per hour:

07/01/2020	\$12.81*	\$14.09*	\$15.37*	\$16.65*	\$17.93*	\$19.21*	\$21.77*	\$24.33*
	+\$9.04	+\$9.94	+\$10.84	+\$11.75	+\$12.65	+\$13.55	+\$15.36	+\$17.16
01/01/2021	\$12.91*	\$14.20*	\$15.49*	\$16.78*	\$18.07*	\$19.36*	\$21.94*	\$24.52*
	+\$9.16	+\$10.08	+\$11.00	+\$11.90	+\$12.82	+\$13.74	+\$15.58	+\$17.40

Apprentices hired after 07/01/2017:

Wages Per hour:

	1st 0- 1500	2nd 1501- 3000	3rd 3001- 3750	4th 3751- 4500	5th 4501- 5250	6th 5251- 6000
07/01/2020	\$22.20	\$22.88	\$30.49	\$35.57	\$40.65	\$45.73
01/01/2021	\$22.44	\$28.85	\$30.79	\$35.92	\$41.05	\$46.18

Supplemental Benefits per hour:

	1st \$4.55* +\$6.32	2nd \$11.52* +\$8.13	3rd \$15.37* +\$10.84	4th \$17.93* +\$12.65	5th \$20.49* +\$14.46	6th \$23.05* +\$16.22
07/01/2020						
01/01/2021	\$4.55* +\$6.42	\$5.85* +\$8.24	\$15.49* +\$11.00	\$18.07* +\$12.82	\$20.65* +\$14.66	\$23.23* +\$16.48

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

9-7/3

Mason - Building

04/01/2021

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2020 01/01/2021

Building-Marble Restoration:

Marble, Stone & \$ 44.66 \$ 45.37
 Terrazzo Polisher, etc

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker:

Building-Marble Restoration:

Marble, Stone & \$ 28.41 \$ 28.80
 Polisher

OVERTIME PAY

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

*ON SATURDAYS, 8TH HOUR AND SUCCESSIVE HOURS PAID AT DOUBLE HOURLY RATE.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

1ST TERM APPRENTICE GETS PAID FOR ALL OBSERVED HOLIDAYS.

REGISTERED APPRENTICES

WAGES per hour:

900 hour term at the following wage:

	1st 1- 900	2nd 901- 1800	3rd 1801- 2700	4th 2701
07/01/2020	\$31.19	\$35.68	\$40.16	\$44.66
01/01/2021	\$31.74	\$36.30	\$40.82	\$45.37

Supplemental Benefits Per Hour:

07/01/2020	\$25.78	\$26.66	\$27.54	\$28.41
01/01/2021	\$26.10	\$26.99	\$27.91	\$28.80

9-7/24-MP

Mason - Building	04/01/2021
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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: 07/01/2020 01/14/2021

Marble Cutters & Setters \$ 60.35 \$ 60.89

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker \$ 37.24 \$ 37.65

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
07/01/2020 \$24.15	\$27.15	\$30.16	\$33.19	\$36.20	\$39.20	\$42.15	\$45.26	\$51.28	\$57.34
01/14/2021 \$24.36	\$27.38	\$30.43	\$33.48	\$36.53	\$39.56	\$42.61	\$45.66	\$51.74	\$57.83

Supplemental Benefits per hour:

1st 07/01/2020 \$20.14	2nd \$21.58	3rd \$23.02	4th \$24.42	5th \$25.85	6th \$27.29	7th \$28.72	8th \$30.12	9th \$32.98	10th \$35.81
01/14/2021 \$20.31	\$21.77	\$23.22	\$24.66	\$26.09	\$27.55	\$28.99	\$30.44	\$33.33	\$36.22 9-7/4

Mason - Building	04/01/2021
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JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Nassau, Rockland, Suffolk, Westchester

WAGES

Per hour: 07/01/2020 12/07/2020

Tile Finisher \$ 46.21 \$ 46.69

SUPPLEMENTAL BENEFITS

Per Hour:

\$ 21.56*
+ \$9.65

\$ 21.91
+ \$9.55

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

OVERTIME PAY

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

Work beyond 10 hours on a Saturday shall be paid at double the hourly wage rate.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

9-7/88A-tf

Mason - Building

04/01/2021

JOB DESCRIPTION Mason - Building**DISTRICT 9****ENTIRE COUNTIES**

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

WAGES

Per hour:

07/01/2020

01/01/2021

Marble, Stone,etc.

Maintenance Finishers:

\$ 25.53

\$ 26.10

Note 1: An additional \$2.00 per hour
for time spent grinding floor using

"60 grit" and below.

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

SUPPLEMENTAL BENEFITS

Per Hour:

Marble, Stone, etc

Maintenance Finishers:

\$ 13.85

\$ 13.96

OVERTIME PAY

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

*Double hourly rate after 8 hours on Saturday

HOLIDAY

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

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

1st term apprentice gets paid for all observed holidays.

REGISTERED APPRENTICES

WAGES per hour:

07/01/2020

01/01/2021

0-750

\$17.87

\$20.99

751-1500

\$18.89

\$21.67

1501-2250

\$19.92

\$22.36

2251-3000

\$20.93

\$23.03

3001-3750

\$22.47

\$24.06

3751-4500

\$24.51

\$25.42

4501+

\$25.53

\$26.10

Supplemental Benefits:

Per hour:

0-750

\$ 13.73

\$11.12

751-1500

\$ 13.75

\$11.50

1501-2250

\$ 13.76

\$11.87

2251-3000

\$ 13.78

\$12.26

3001-3750

\$ 13.80

\$12.82

3751-4500

\$ 13.83

\$13.58

4501+

\$ 13.85

\$13.96

9-7/24M-MF

Mason - Building / Heavy&Highway

04/01/2021

JOB DESCRIPTION Mason - Building / Heavy&Highway**DISTRICT 9****ENTIRE COUNTIES**

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

WAGES

Per hour: 07/01/2020 01/14/2021

Marble-Finisher \$ 47.92 \$ 48.27

SUPPLEMENTAL BENEFITS

Journeyworker:
per hour

Marble- Finisher \$ 34.99 \$ 35.25

OVERTIME PAY

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

HOLIDAY

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

* Work beyond 8 hours on a Saturday shall be paid at double the rate.

** When an observed holiday falls on a Sunday, it will be observed the next day.

9-7/20-MF

Mason - Building / Heavy&Highway

04/01/2021

JOB DESCRIPTION Mason - Building / Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2020
Cement Mason \$ 51.97

SUPPLEMENTAL BENEFITS

Per Hour:

Cement Mason \$ 33.71
Overtime Rate* \$ 54.42

OVERTIME PAY

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

* Applies to 9th and 10th hours and up to the 10th hour on Saturday

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 13, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year terms at the following Percentage of Journeyworkers Wage.

1st Term 50%
2nd Term 60%
3rd Term 70%

Supplement Benefits per hour paid:

1st Term \$ 16.86 OT Rate \$ 27.22
2nd Term \$ 20.23 OT Rate \$ 32.66
3rd Term \$ 23.60 OT Rate \$ 38.10

4-780

Mason - Building / Heavy&Highway

04/01/2021

JOB DESCRIPTION Mason - Building / Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

NOTE: Shall include but not limited to Precast concrete slabs (London Walks)Marble and Granite pavers 2'x 2' or larger.
Per Hour:

07/01/2020

Stone Setter \$ 64.42

Stone Tender \$ 44.89

SUPPLEMENTAL BENEFITS

Per Hour:

Stone Setter \$ 33.30

Stone Tender \$ 19.40

OVERTIME PAY

See (*C, **E, Q) on OVERTIME PAGE

* On weekdays the eighth (8th) and ninth (9th) hours are time and one-half all work thereafter is paid at double the hourly rate.

** The first nine (9) hours on Saturday is paid at time and one-half all work thereafter is paid at double the hourly rate.

HOLIDAY

Paid: See (*18) on HOLIDAY PAGE

Overtime: See (5, 6, 10) on HOLIDAY PAGE

Paid: *Must work first 1/2.

REGISTERED APPRENTICES

Per Hour:

Stone Setter(800 hour) terms at the following Percentage of Stone Setters wage rate per hour:

1st	2nd	3rd	4th	5th	6th
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50%	60%	70%	80%	90%	100%
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Supplemental Benefits:

All Apprentices \$ 20.44

4-1Stn

Mason - Heavy&Highway

04/01/2021

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2020

Pointer, Caulkers & \$ 53.67
Cleaners

SUPPLEMENTAL BENEFITS

Per Hour:

Pointer, Cleaners & \$ 27.14
Caulkers

OVERTIME PAY

See (B, E2, H) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms at the following wage rates.

1st \$ 26.36	2nd \$ 29.42	3rd \$ 34.80	4th \$ 41.93
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Apprentices Supplemental Benefits:

(per hour paid) \$ 14.30 \$ 18.24 \$ 20.99 \$ 21.99

4-1PCC

Operating Engineer - Building

04/01/2021

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

BUILDING CATEGORIES:

CLASS " AA "CRANES:

ABI Machine (150,000lbs and over or 149,999lbs and under when driving steel sheet piles),Crane, Truck Crane, Derrick, Dragline, Dredge, Crawler Crane, Tower Crane & Pile Driver, Vertical Drill Rig (115,000lbs and over and 114,999lbs and under).

CLASS "A":

ABI Machine (149,999 and under used for augering and drilling), Asphalt Spreader, Backhoe Crawler(360 swing), Barrier Machine, CAP (ice machine), Cherrypicker CAP (over 70 tons), CMI or Maxim Spreader, Concrete Pump, Directional Boring, GradAll, Grader, Hydraulic Cherrypicker/Crane (2seats), Hoist (3drum or multi platform), Laser Screeed, Loading Machine (Bucket/CAP 10ynds or more), Milling Machine (Large), Pipeline Welder, Plant Engineer, Power Winch (stone setting/structural steel), Powerhouse, Scoop Carry-All Scraper (in tandem), Sideboom Tractor (includes tank work), Track Alignment Machine, Stone Spreader (self propelled), Striping Machine (long line/truck mounted), Tree Grapple, Zamboni.

CLASS "B":

Backhoe (other than 360), Belt Screte, Boom Truck, Bulldozer, Boring Machine/Auger, Cherry Picker(under 70 Tons), Conveyor-Multi, Curb Machine (asphalt or concrete), Dinky Locomotive, Drill Rig (dowels)Fork Lift, Hoist (2 Drum), Loading Machine & Front End Loader, Mechanical Compactors (machine drawn), Mulch Machine(Machine Fed), Post Hole/Auger, Power Wincher (Not Included in Class "A"), Asphalt Roller, Hydraulic Pump with Boring Machine, Scoop, Carryall/Scaper, Skid Loader/Skid Steer/Bobcat, Trenching Machine, Vermeer Cutter, Work Boat, Inspection/Safety Boat.

CLASS "C":

Concrete Finish/Saw/Spreader, Dirt Roller, Hoist (1 drum), Interior Hoist, Milling Machine (small), Oiler Truck Crane (pile work), Power Broom, Vactor Truck, VacAll.

CLASS "D":

Boiler (thermoplastic), Concrete Breaker, Conveyer, Curing Machine, Fork Lift or Walk Behind (power operated), Generator, Hydra Hammer, Compactors (mechanical or hand operated), Maintenance Engineer (small equipment/well point/welding & burning), Mechanic (field man), Micro-Trap with Compressor, Oiler (Truck Crane Boom 100ft or more) Power Winch Truck Mounted (Stone Setter/Struct.Steel), Pin Puller, Portable Heaters, Power Buggies, Pump (double action diaphragm), Pump (4 inch or over), Pump (hydraulic/submersible) Jet Pump, Pulvi-Mixer, Ridge Cutter, Shot Blaster.

CLASS "E":

Batching Plant, Compressor (structural steel/2 or more battery), Generator (small), Grinder, Ground Heater, Power Grinder, Mixer with Skip, Mulching Machine (hand fed), Oiler, Pipeline Welder Helper, Power Washer, Pumps (up to 3 inch/single action 1 to 3 inches), Pump (gypsum), Root Cutter, Stump Chipper, Track Tamper, Tractor (caterpillar or wheel), Trenching Machine (hand), Welding Machine (pile work/structural steel), Deckhand on Work/Inspection/Safety Boat.

	07/01/2020	6/01/2021
		Additional
Class "AA"	\$ 81.82	\$ 3.50
Cranes: Boom length over 100 feet add \$ 1.00		
"" 150 " " \$ 1.50 " "		
"" 250 " " \$ 2.00 " "		
"" 350 " " \$ 3.00 " "		
Class "A"	68.17	3.10
Add \$3.50 for Hazardous Waste Work		
Class "B"	64.71	2.99
Add \$2.50 for Hazardous Waste Work		
Class "C"	62.41	2.93
Add \$1.50 for Hazardous Waste Work		
Class "D"	47.44	2.50
Add \$1.00 for Hazardous Waste Work		
Class "E"	45.39	2.44
SUPPLEMENTAL BENEFITS		
Per Hour:		
All Classes	\$ 38.20	

Overtime Rate 32.60

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

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

"NOTE" Employee must be Employed day before
and day after Holiday to receive Holiday Pay.

REGISTERED APPRENTICES

One(1) Year Terms at the following Rate:

1st Term	\$ 28.00	\$1.13
2nd Term	29.00	1.15
3rd Term	30.00	1.17

Supplemental Benefits per hour:

All Apprentices	\$ 15.64
Overtime Rate	5.60

4-138

Operating Engineer - Building / Heavy&Highway

04/01/2021

JOB DESCRIPTION Operating Engineer - Building / Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2020 08/01/2020

Well Driller	\$ 38.40	\$ 39.30
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Well Driller Helper	33.42	34.17
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Hazardous Waste Differential

Added to Hourly Wage:

Level A	\$ 3.00	\$3.00
Level B	2.00	2.00
Level C	1.00	1.00

Monitoring Well Work

Add to Hourly Wage:

Level A	\$ 3.00	\$3.00
Level B	2.00	2.00

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2020 08/01/2020

Well Driller & Helper	10% of straight time rate plus \$ 12.50	10% of straight time rate plus \$ 12.50
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Additional \$ 4.00 for Premium Time Hours Worked

OVERTIME PAY

See (B2, P, S) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 16, 23) on HOLIDAY PAGE
Overtime: See (5, 6, 16, 23) on HOLIDAY PAGE

REGISTERED APPRENTICES

Apprentices at 12 Month Terms

Wages Per Hour: 07/01/2020 08/01/2020

1st Term	\$ 21.94	\$ 28.00
2nd Term	22.80	29.00
3rd Term	23.48	30.00

SUPPLEMENTAL BENEFITS
Per Hour:

1st Term	10% of Wage + \$ 12.50
2nd Term	10% of Wage + \$ 12.50
3rd Term	10% of Wage + \$ 12.50

Additional \$4.00/Hr. on all Overtime Hours.

4-138well

Operating Engineer - Heavy&Highway

04/01/2021

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

HEAVY and HIGHWAY CATEGORIES:

CLASS "AA" CRANES:

ABI Machine (150,000lbs and over), ABI Machine (149,000lbs and under driving steel sheets), Crane, Truck Crane, Derrick, Dragline, Dredge, Crawler Crane, Tower Crane, Pile Driver.

CLASS "A":

ABI Machine (149,000lbs and under for Augering or Drilling), Asphalt Spreader, Backhoe Crawler (360 Swing & over 150,000lbs), Backhoe Crawler (360 Swing & under 149,000lbs), Barrier Machine, Cherrypicker Cap (over 70 tons), CMI or Maxim Spreader, Concrete Pump, Directional Boring, Grader, Gradall, Hoist (3 drum or multi-platform), Hydraulic Cherrypicker/crane (2 seats), Loading Machine (bucket 10 yds. or more), Laser Screed, Milling Machine (Large), Pipeline Welder, Plant Engineer. Power Winch-Stone Setting/Structural Steel or Truck Mounted, Powerhouse, Scoop-Carryall-Scaper in Tandem, Side Boom Tractor, Side Boom Tractor (Tank Work), Stone Spreader(self propelled), Striping Machine (long line/truck mounted), Tree Graple, Tank Work, Track Alignment Machine.

CLASS "B":

Backhoe (other than 360), Belt Screte, Boom Truck, Bulldozer, Boring Machine/Auger, Cherry Picker (under 70 tons), Convetor-Multi, Curb Machine Asphalt/Concrete, Dinky Locomotive, Drill Rig for Dowels, Field Mechanic, Fork Lift, Hoist (2 Drum), Loading Machine, Loading Machine (Front End), Mechanical Compactors (Machine Drawn), Mulching Machine (Machine Fed), Post Hole/Auger, Power Winch (other than structural steel), Pump Hydraulic (with boring machine), Asphalt Roller, Scoop (carry-all, scraper), Skid Loader/Steer, Vermeer Cutter, Work Boat, Inspection & Safety Boat.

CLASS "C":

Concrete Finish/Saw/Spreader Machines, Dirt Roller, Hoist (1 drum), Interior Hoist, Oiler Truck Crane(Pile work), Power Broom, Small Milling Machine, Vactor Truck/VacAll Truck.

CLASS "D":

Boiler (Thermoplastic), Concrete Breaker, Conveyor, Curing Machine, Fireman, Fork lift (walk behind), Generator, Hydra Hammer, Maintenance Engineer (small equipment/Well Point/Welding & Burning), Compactors (hand operated), Pin Puller, Portable Heaters, Power Buggies, Pulvi Mixer, Pumps (double action/4 inch and over/Hydraulic/Submersible & Jet), Ridge Cutter, Robotic Unit Operator(Trenchless Pipe Rehab-Cleaning & Television of Sewers/CCTV Inspection), Shotblaster.

CLASS "E":

Batching Plant (On Job Site), Compressor (structural steel/2 or more in battery), Generator(small), Grinder, Ground Heater(boilers), Power Grinder, Mixer (with skip), Mulching Machine (hand feed), Oiler, Pipeline Welder Helper, Power Washer, Pump(up to 3 inches/Gypsum/Single action 1 to 3 inches), Root Cutter, Stump Grinder, Track Tamper, Tractor (caterpillar or wheel), Trenching Machine (hand), Welding Machine (Pile Work/Structural Steel), Deckhand (on Work/Inspection/Safety Boat).

	07/01/2020	6/01/2021
Class "AA"	\$ 81.07	Additional \$ 3.48
Cranes: Boom Length over 100 feet add \$ 1.00 per hour		
" " " 150 " " \$ 1.50 " "		
" " " 250 " " \$ 2.00 " "		
" " " 350 " " \$ 3.00 " "		
Class "A"	71.86*	3.22
*Add \$3.50 for Hazardous Waste Work.		
Class "B"	67.20*	3.07
*Add \$2.50 for Hazardous Waste Work.		

Class "C"	64.83*	3.01
*Add \$1.50 for Hazardous Waste Work		
Class "D"	49.48*	2.56
*Add \$1.00 for Hazardous Waste Work		
Class "E"	47.40	2.50

"NOTE": ADD 30% to straight time hourly wage for NEW YORK STATE D.O.T. and other GOVERNMENTAL MANDATED off-shift work.

SUPPLEMENTAL BENEFITS

Per Hour:

ALL CLASSES	\$ 38.45
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Note: OVERTIME AMOUNT	32.60
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OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 8, 15, 20, 22, 25, 26) on HOLIDAY PAGE
Overtime: See (5, 8, 15, 20, 22, 25, 26) on HOLIDAY PAGE

"Note" Employee must be employed day before and day after a holiday to receive holiday pay.

REGISTERED APPRENTICES

Wage per hour:

REGISTERED APPRENTICES

One(1) Year Terms at the following Rate:

		Additional
1st Term	\$ 28.00	\$ 1.31
2nd Term	29.00	1.34
3rd Term	30.00	1.37

SUPPLEMENTAL BENEFITS:

APPRENTICES	15.64
Note: Overtime Amount	5.60

4-138

Operating Engineer - Heavy&Highway

04/01/2021

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

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 party

Categories cover GPS & Under Ground Surveying

Per Hour: 07/01/2020
Heavy Highway/Building

Party Chief	\$ 67.76
Instrument Man	51.66
Rodman	44.30

SUPPLEMENTAL BENEFITS

Per Hour:

Heavy Highway/Building	\$ 34.23
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Premium*:	
Heavy Highway/Building	\$ 43.40

Premium**:	
Heavy Highway/Building	\$ 52.56

* Applies to instances where 1-1/2 regular rate are paid
**Applies to instances where 2 times the rate are paid.

OVERTIME PAY

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

* Doubletime paid on the 9th hour on Saturday.

HOLIDAY

Paid: See (5, 6, 9, 11, 12, 15, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 9, 11, 12, 15, 25) on HOLIDAY PAGE

4-15D-N/S co.

Operating Engineer - Marine Dredging

04/01/2021

JOB DESCRIPTION

Operating Engineer - Marine Dredging

DISTRICT 4

ENTIRE COUNTIES

Albany, Bronx, Cayuga, Chautauqua, Clinton, Columbia, Dutchess, Erie, Essex, Franklin, Greene, Jefferson, Kings, Monroe, Nassau, New York, Niagara, Orange, Orleans, 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:	07/01/2020	10/01/2020
CLASS A1 Deck Captain, Leverman Mechanical Dredge Operator Licensed Tug Operator 1000HP or more.	\$ 40.31	\$ 41.42
CLASS A2 Crane Operator (360 swing)	35.92	36.91
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	34.86	35.82
CLASS B2 Certified Welder	32.82	33.72
CLASS C1 Drag Barge Operator, Steward, Mate, Assistant Fill Placer	31.92	32.80
CLASS C2 Boat Operator	30.89	31.74
CLASS D Shoreman, Deckhand, Oiler, Rodman, Scowman, Cook, Messman, Porter/Janitor	25.66	26.37

SUPPLEMENTAL BENEFITS

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

07/01/2020

10/01/2020

All Classes A & B	\$11.58 plus 7.5% of straight time wage, Overtime hours add \$ 0.63	\$11.98 plus 8% of straight time wage, Overtime hours add \$ 0.63
All Class C	\$11.28 plus 7.5% of straight time wage, Overtime hours add \$ 0.48	11.68 plus 8% of straight time wage, Overtime hours add \$ 0.48
All Class D	\$10.98 plus 7.5% of straight time wage, Overtime hours add \$ 0.33	11.38 plus 8% of straight time wage, Overtime hours add \$ 0.33

OVERTIME PAY

See (B2, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 26) on HOLIDAY PAGE

4-25a-MarDredge

Operating Engineer - Survey Crew - Consulting Engineer

04/01/2021

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: 07/01/2020
Survey Classifications

Party Chief	\$ 45.32
Instrument Man	37.85
Rodman	33.14

SUPPLEMENTAL BENEFITS

Per Hour:

All Crew Members: \$ 19.50

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 - Trenchless Pipe Rehab

04/01/2021

JOB DESCRIPTION Operating Engineer - Trenchless Pipe Rehab

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

IMPORTANT NOTE: This Category & Classifications are now located in
Operating Engineers/Heavy Highway & Laborers/ Heavy Highway.

Per Hour:

07/01/2020

(SEE)

Robotic Unit Operator	Operator(class D)
Technician/Boiler, Generator	Operator(class D)
AM Liner/Hydra Seal	Laborer(Grp#3)
Hobas Pipe, Polyethylene Pipe or Pull and Inflate Liner	Laborer(Grp#3)

OVERTIME PAY

HOLIDAY

4-138TrchPReh

Painter

04/01/2021

JOB DESCRIPTION Painter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2020

Brush	\$ 49.20*
Abatement/Removal of lead based or lead containing paint on materials to be repainted.	49.20*
Spray & Scaffold	\$ 52.20*
Fire Escape	52.20*
Decorator	52.20*
Paperhanger/Wall Coverer	51.96*

*Subtract \$ 0.10 to calculate premium rate.

SUPPLEMENTAL BENEFITS

Per hour: 07/01/2020

Paperhanger	\$ 30.70
All others	28.81
Premium	32.10**

**Applies only to "All others" category,not paperhanger journeyworker.

OVERTIME PAY

See (A, H) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

One (1) year terms at the following wage rate.

Per hour:	07/01/2020
Appr 1st term...	\$ 19.12*
Appr 2nd term...	24.52*
Appr 3rd term...	29.72*
Appr 4th term...	39.75*

*Subtract \$ 0.10 to calculate premium rate.

Supplemental benefits:

Per Hour:	07/01/2020
Appr 1st term...	\$ 14.32
Appr 2nd term...	17.78
Appr 3rd term...	20.50
Appr 4th term...	25.89

8-NYDC9-B/S

Painter

04/01/2021

JOB DESCRIPTION Painter

DISTRICT 8

ENTIRE COUNTIES

Putnam, Suffolk, Westchester

PARTIAL COUNTIES

Nassau: All of Nassau except the areas described below: Atlantic Beach, Ceaderhurst, East Rockaway, Gibson, Hewlett, Hewlett Bay, Hewlett Neck, Hewlett Park, Inwood, Lawrence, Lido Beach, Long Beach, parts of Lynbrook, parts of Oceanside, parts of Valley Stream, and Woodmere. Starting on the South side of Sunrise Hwy in Valley Stream running east to Windsor and Rockaway Ave., Rockville Centre is the boundary line up to Lawson Blvd. turn right going west all the above territory. Starting at Union Turnpike and Lakeville Rd. going north to Northern Blvd. the west side of Lakeville road to Northern blvd. At Northern blvd. going east the district north of Northern blvd. to Port Washington Blvd. West of Port Washington blvd.to St.Francis Hospital then north of first traffic light to Port Washington and Sands Point, Manor HAvn, Harbour Acres.

WAGES

Per hour:	07/01/2020
Drywall Taper	\$ 49.20*

*Subtract \$ 0.10 to calculate premium rate.

SUPPLEMENTAL BENEFITS

Per hour:	07/01/2020
Journeyman	\$ 28.81

OVERTIME PAY

See (A, H) on OVERTIME PAGE

HOLIDAY

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (5, 6, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages - Per Hour:	07/01/2020
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1500 hour terms at the following wage rate:

1st term	\$ 19.12*
2nd term	24.52*
3rd term	29.72*
4th term	39.75*

*Subtract \$ 0.10 to calculate premium rate.

Supplemental Benefits - Per hour:

One year term (1500 hours) at the following dollar amount.

1st year	\$ 14.32
2nd year	17.78
3rd year	20.40
4th year	25.89

8-NYDCT9-DWT

Painter - Bridge & Structural Steel

04/01/2021

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:	07/01/2020	10/01/2020	10/01/2021
	\$ 50.25	\$ 51.50	\$ 53.00
	+ 7.88*	+ 8.63*	+ 9.63*

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:	07/01/2020	10/01/2020	10/01/2021
	\$ 10.20	\$ 10.90	\$ 10.90
	+ 29.65*	+ 30.00*	+ 30.60*

* 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

	07/01/2020	10/01/2020	10/01/2021
1st year	\$ 20.10 + 3.15*	\$ 20.60 + 3.45*	\$ 21.20 + 3.86*
2nd year	\$ 30.15 + 4.73*	\$ 30.90 + 5.18*	\$ 31.80 + 5.78*
3rd year	\$ 40.20 + 6.30*	\$ 41.20 + 6.90*	\$ 42.40 + 7.71*

Supplemental Benefits - Per hour:

1st year	\$.25 + 11.86*	\$.25 + 12.00*	\$.25 + 12.24*
2nd year	\$ 10.20 + 17.79*	\$ 10.90 + 18.00*	\$ 10.90 + 18.36*
3rd year	\$ 10.20 + 23.72*	\$ 10.90 + 24.00*	\$ 10.90 + 24.48*

NOTE: All premium wages are to be calculated on base rate per hour only.

8-DC-9/806/155-BrSS

Painter - Line Striping

04/01/2021

JOB DESCRIPTION

 Painter - Line Striping

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:

Painter (Striping-Highway):	07/01/2020	07/01/2021	07/01/2022
Striping-Machine Operator*	\$ 30.10	\$ 30.32	\$ 31.53
Lineman Thermoplastic	\$ 36.53	\$ 36.93	\$ 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:	07/01/2020	07/01/2021	07/01/2022
Journeyworker:			
Striping Machine Operator:	\$ 9.16	\$ 10.03	\$ 10.03
Lineman Thermoplastic:	\$ 9.16	\$ 10.03	\$ 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:

	07/01/2020	12/31/2020
1st Term:	\$ 12.04	\$ 12.50
2nd Term:	\$ 18.06	\$ 18.19
3rd Term:	\$ 24.08	\$ 24.26

Supplemental Benefits per hour:

1st term:	\$ 9.16	\$ 10.03
2nd Term:	\$ 9.16	\$ 10.03
3rd Term:	\$ 9.16	\$ 10.03

8-1456-LS

Painter - Metal Polisher

04/01/2021

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

	07/01/2020
Metal Polisher	\$ 36.33
Metal Polisher*	37.43
Metal Polisher**	40.33

*Note: Applies on New Construction & complete renovation

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

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2020
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Journeyworker:

All classification \$ 9.94

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:

07/01/2020

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	\$ 6.69
2nd year	6.69
3rd year	6.69

8-8A/28A-MP

Plasterer

04/01/2021

JOB DESCRIPTION Plasterer

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour:

07/01/2020

Building: \$ 50.73*
Plasterer/Traditional &
Spraying Fireproofing

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 22.37
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OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

*When calculating overtime pay, subtract \$5.00 from wages.

HOLIDAY

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

REGISTERED APPRENTICES

Wages:

(per hour)

800 hours term:

07/01/2020

1st term	\$28.04
2nd term	\$30.59
3rd term	\$35.69
4th term	\$38.23

Supplemental Benefits:

(per hour):

(800) hours term:

1st term	07/01/2020
2nd term	\$ 14.27
3rd term	\$ 15.14
4th term	\$ 16.89
	\$ 17.76

9-262

Plumber

04/01/2021

JOB DESCRIPTION Plumber

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour: 07/01/2020 5/01/2021

Plumber/	
PUMP & TANK	\$ 45.49
	\$45.74

SUPPLEMENTAL BENEFITS

Per Hour:

Plumber	\$ 30.64	\$ 31.89
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OVERTIME PAY

See (B, B2, E2, Q, *V) on OVERTIME PAGE

(V) For Sundays & Holidays if Worked Only

HOLIDAY

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (5, 6, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

One(1) Year Terms at the Following

Percentage of Journeymans wage:

1st Term	30%
2nd Term	40%
3rd Term	50%
4th Term	60%
5th Term	70%

Supplemental Benefits Per Hour:

1st Term	\$18.72	\$19.97
2nd Term	\$19.36	\$20.61
3rd Term	\$20.18	\$21.43
4th Term	\$20.56	\$21.81
5th Term	\$23.79	\$25.04

4-200 Pump & Tank

Plumber

04/01/2021

JOB DESCRIPTION Plumber

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour: 07/01/2020 11/01/2020

Plumber	\$ 52.48	\$ 53.48
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SUPPLEMENTAL BENEFITS

Per Hour:

Plumber	\$ 43.98	\$ 45.98
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OVERTIME PAY

See (A, E, Q, *V) on OVERTIME PAGE

CODE "V" is only for SUNDAYS and HOLIDAYS THAT ARE WORKED

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

One(1) Year Terms at the following percentage of Plumbers Rate:

1st Term	2nd Term	3rd Term	4th Term	5th Term
30%	40%	50%	60%	70%

Supplemental Benefits per hour:

	07/01/2020	11/01/2020
1st Term	\$ 31.96	\$ 32.46
2nd Term	34.27	34.77
3rd Term	35.64	36.14
4th Term	37.13	37.63
5th Term	38.71	39.21

4-200

Plumber

04/01/2021

JOB DESCRIPTION Plumber

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:

	07/01/2020	5/01/2021
Plumber		
MAINTENANCE ONLY	\$ 34.74	\$ 33.05

Maintenance: Correction of problem(s)with the existing fixture or group of fixtures, preventive repairs or servicing of said fixtures

SUPPLEMENTAL BENEFITS

SUPPLEMENTAL BENEFITS

Per Hour:

Plumber		
Maintenance	\$ 22.36	\$ 19.30

OVERTIME PAY

See (B, B2, J) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 16) on HOLIDAY PAGE

4-200 Maintance

Roofer

04/01/2021

JOB DESCRIPTION Roofer

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour

ROOFER/Waterproofer

Total Wage	\$ 49.25	Additional
to be Paid		\$2.50/Hr.

"Base" Wage

\$ 44.25**

SUPPLEMENTAL BENEFITS

Per Hour:

ROOFER/Waterproofer	\$ 33.86
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OVERTIME PAY

Per Hour:

NEW ROOF SEE (B,E,Q)
RE-ROOF SEE (B,E,E2,Q)

NOTE:** Overtime Pay to be calculated on "BASE" Wage then add \$5.00.
(Example: \$44.25 x time and one half = \$66.37 + \$5.00 = \$71.37)

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 13, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) Year terms at the following Percentage of Roofers/Waterproofers Wage.

1st	2nd	3rd	4th
40%	50%	70%	80%

Supplemental Benefits per hour:

07/01/2020

1st Term	\$ 9.48
2nd Term	11.71
3rd Term	23.87
4th Term	31.20

4-154

Sheetmetal Worker

04/01/2021

JOB DESCRIPTION

Sheetmetal Worker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2020 8/01/2020

Sign Erector	\$ 50.79	\$ 52.29
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NOTE: Structurally Supported Overhead Highway Signs(See STRUCTURAL IRON WORKER CLASS)

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2020 8/01/2020

Sign Erector	\$ 49.82	\$ 51.26
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OVERTIME PAY

See (A, F, S) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Per Hour:

6 month Terms at the following percentage of Sign Erectors wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
35%	40%	45%	50%	55%	60%	65%	70%	75%	80%

SUPPLEMENTAL BENEFITS

Per Hour:

07/01/2020									
1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 13.96	\$ 15.81	\$ 17.68	\$ 19.56	\$ 27.26	\$ 29.65	\$ 32.80	\$ 35.26	\$ 37.71	\$ 40.15
8/01/2020									
1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 14.34	\$ 16.26	\$ 18.17	\$ 20.10	\$ 28.02	\$ 30.47	\$ 33.72	\$ 36.27	\$ 38.77	\$ 41.29

4-137-SE

Sheetmetal Worker

04/01/2021

JOB DESCRIPTION

Sheetmetal Worker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2020

Sheetmetal Worker	\$ 56.61
Temporary Operation or Maintenace of Fans	46.49

SUPPLEMENTAL BENEFITS

Per Hour:

Sheetmetal Worker	\$ 47.90
Maintenance Worker	47.90

OVERTIME PAY

See (B, E, E2, Q, V) on OVERTIME PAGE
For Maintenance See Codes B,E, Q & V

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Per Hour:Wages

Six(6) Month Terms As Follows:

1st & 2nd Term	\$ 19.85
3rd & 4th Term	25.51
5th & 6th Term	31.17
7th & 8th Term	36.66
9th Term	45.31

Per Hour: Supplemental Benifits

1st & 2nd Term	\$ 17.63
3rd & 4th Term	24.19
5th & 6th Term	28.51
7th & 8th Term	34.97
9th Term	39.30

4-28

Steamfitter

04/01/2021

JOB DESCRIPTION Steamfitter**DISTRICT 4****ENTIRE COUNTIES**

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

WAGES

Per Hour: 07/01/2020 01/01/2021

AC Service/Heat Service	\$ 42.85	Additional \$0.75/Hr.
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Refrigeration, A/C, Oil Burner and Stoker Service and Repair.

Refrigeration Compressor installation. (Not to exceed 5 Hp.)

Air Condition / Heating Compressor installation up to 15hp (Not to exceed 15 tons on any job).

SUPPLEMENTAL BENEFITS

Per Hour

AC Service/Heat Service \$ 17.96

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

1 year terms

Wages per hour:

1st Term	\$ 20.75
2nd Term	\$ 25.04
3rd Term	\$ 29.17
4th Term	\$ 35.22

Benefits per hour:

1st Term	\$ 12.55
2nd Term	\$ 13.73
3rd Term	\$ 14.97
4th Term	\$ 16.65

4-638B-StmFtrRef

Steamfitter

04/01/2021

JOB DESCRIPTION Steamfitter

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2020

Sprinkler/Steam Fitter \$ 65.01

Temporary Heat & AC Fitter \$ 49.42

Note: Add 15% to Hourly Wage for "Contracting Agency" Mandated Off Shift Work.

SUPPLEMENTAL BENEFITS

Per Hour:

Sprinkler/Steam Fitter \$ 50.98

Temporary Heat & AC Fitter \$ 41.83

Note: Add 15% to Hourly Benefit for "Contracting Agency" Mandated Off Shift Work.

OVERTIME PAY

All overtime which is defined as work after 7 hours a day plus Saturday, Sunday and Holidays are subject to the amounts below*:

*Note: The posted overtime rates are applicable after 8 hours plus Saturday, Sunday and Holidays for Temporary Heat & AC Fitter on Fire Protection/Sprinkler contracts under \$3,000,000.00 and HVAC/Mechanical contracts under \$30,000,000.00:

Sprinkler/Steam	Wages \$ 129.96	Benefit \$ 108.08
Temp Heat/AC	Wages \$ 98.78	Benefit \$ 82.78

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

1 year Terms at the Following:

WAGES per hour:

1st Term \$ 26.04	2nd Term \$ 32.54	3rd Term \$ 42.28	4th Term \$ 52.02	5th Term \$ 55.27
Enrolled After 07/01/2017		\$ 39.03	\$ 45.53	\$ 52.02

SUPPLEMENTAL BENEFIT per hour:

1st Term \$ 20.92	2nd Term \$ 25.95	3rd Term \$ 33.45	4th Term \$ 40.96	5th Term \$ 43.47
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Enrolled After 07/01/2017	\$ 30.94	\$ 35.97	\$ 40.96
Premium Time Amounts:			
\$ 40.96	\$ 51.02	\$ 66.02	\$ 81.04
Enrolled After 07/01/2017	\$ 61.00	\$ 71.06	\$ 86.06
\$ 81.04			
4-638A-StmSpFtr			

Teamster - Asphalt Delivery

04/01/2021

JOB DESCRIPTION Teamster - Asphalt Delivery

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:

Heavy Construction Work:

Shall include the supply of Asphalt for construction, improvement and modification of all or any part of Streets, Highways, Bridges, Tunnels, Railroads, Canals, Dams, Airports, Schools, Power Generation Plants, where distance between project and asphalt plant is not more than 50 miles.

TRUCK DRIVER

07/01/2020

Asphalt Delivery \$ 37.545

Light Construction Work:

Shall include the supply of Asphalt for construction of Single & Multi Family Homes, Town Houses, Apartment Buildings, including Driveways, Streets and Curbs within those projects. Parking Lots, Office Buildings, where distance between project and asphalt plant is not more than 50 miles.

TRUCK DRIVER

07/01/2020

Asphalt Delivery \$ 32.16

SUPPLEMENTAL BENEFITS

Per Hour:

Heavy Construction Work

TRUCK DRIVER

07/01/2020

Asphalt Delivery \$ 46.6825

Light Construction Work

TRUCK DRIVER

07/01/2020

Asphalt Delivery \$ 13.05

OVERTIME PAY

See (B, *B2, E, **I, P, ***R, ****U) on OVERTIME PAGE

(NOTE) PREMIUM PAY of 25% on straight time hours for New York State D.O.T. and or other GOVERNMENTAL MANDATED off shift work.

Note: (B,E,P,T&*U) Apply to Heavy Construction.

Note: (B2,I,T&*U) Apply to Light Construction.

Note: (*U) Only applies after 8 hours worked on holiday.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

NOTE:(*16) Paid at Double if Worked; (**25) Paid at Double if Worked.

4-282

Teamster - Building

04/01/2021

JOB DESCRIPTION Teamster - Building

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:

Truck Driver (Building Demolition & Debris)

07/01/2020

Trailers \$ 34.61
Straight Jobs \$ 34.31

SUPPLEMENTAL BENEFITS

Per Hour:

All Classifications
07/01/2020
\$ 34.34

OVERTIME PAY

See (B, E, S1) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 12, 15, 25, 26) on HOLIDAY PAGE

4-282

Teamster - Delivery of Concrete 04/01/2021

JOB DESCRIPTION Teamster - Delivery of Concrete

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:

Heavy Construction Work:

Shall Include the supply of Ready-Mix Concrete for construction, improvement and modification of all or any part of Streets, Highways, Bridges, Tunnels, Railroads, Canals, Dams, Airports, Schools & Power Generation Plants, where distance between project and asphalt plant is not more than 50 miles.

TRUCK DRIVER

07/01/2020

Concrete Delivery \$ 40.005

Light Construction Work:

Shall include the supply of Ready-Mix Concrete for construction of Single & Multi Family Homes, Town Houses, Apartment Buildings, including Driveways, Streets and Curbs within those projects. Parking Lots and Office Buildings, where distance between project and asphalt plant is not more than 50 miles.

TRUCK DRIVER

07/01/2020

Concrete Delivery \$ 36.815

SUPPLEMENTAL BENEFITS

Per Hour:

Heavy Construction Work 07/01/2020
Concrete Delivery \$ 45.475

Light Construction Work 07/01/2020
Concrete Delivery \$ 15.355

OVERTIME PAY

NOTE: Heavy Construction:B2,I
Light Construction:B,E,P

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, *16, **25) on HOLIDAY PAGE
NOTE:(*16) Paid at Double if Worked. (**25) Paid at Double if Worked.

4-282ns

Teamster - Heavy&Highway 04/01/2021

JOB DESCRIPTION Teamster - Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:

Heavy Construction Work:

Shall include the construction, improvement or modification of all or any part of Streets, Highways, Bridges, Tunnels, Railroads, Canals, Dams, Airports, Schools, Power Generation Plants.

07/01/2020

Site Excavating
(Chauffeurs) \$ 37.545

Light Construction Work:

Shall include the construction, improvement and modification of Single & Multi Family Homes, Town Houses, Apartment Buildings, including Driveways, Streets and Curbs within those projects. Parking Lots and Office Buildings.

Site Excavating
(Chauffeurs) 32.16

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2020

Heavy Construction Work
Chauffeurs \$ 46.6825

Light Construction Work
Chauffeurs 13.05

OVERTIME PAY

See (B, *B2, E, **I, P, ***R, ****U) on OVERTIME PAGE

(NOTE) PREMIUM PAY of 25% on straight time hours for NEW YORK STATE D.O.T. and or other GOVERNMENTAL MANDATED off shift work.

Note: (B,E,P,T & *U) Apply to Heavy Construction.

Note: (B2,I,T & *U) Apply to Light Construction.

Note: (*U) Only applies after 8 hours work on holiday

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

NOTE:(*16) Paid at Double if Worked. (**25) Paid at Double if Worked.

4-282

Welder

04/01/2021

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 07/01/2020

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



**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)

2. NY State Units (see Item 5)

- 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)

Telephone: ()

Fax: ()

E-Mail:

3. SEND REPLY TO (check if new or change)

Name and complete address:

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

New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

Additional Occupation and/or Redetermination

Telephone: ()

Fax: ()

E-Mail:

PRC NUMBER ISSUED PREVIOUSLY FOR THIS PROJECT :

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title

6. Location of Project:

Location on Site

Route No/Street Address

Village or City

Town

County

Description of Work

Contract Identification Number

Note: For NYS units, the OSC Contract No.

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 01/13/2021

Article 8

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	NYC	*****9839	A.J.S. PROJECT MANAGEMENT, INC.		149 FIFTH AVENUE NEW YORK NY 10010	12/29/2016	12/29/2021
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 #2300 HAUPPAUGE NY 11788	09/11/2019	09/11/2024
DOL	DOL	*****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P.O BOX 296 EAST 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	DOL		AJ TORCHIA		10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	DOL		AMADEO J TORCHIA	TORCHIA'S HOME IMPROVEMENT	10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	NYC		AMJAD NAZIR		2366 61ST ST BROOKLYN NY 11204	12/15/2016	12/15/2021
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		ANITA SALERNO		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	NYC		ANTHONY J SCLAFANI		149 FIFTH AVE NEW YORK NY 10010	12/29/2016	12/29/2021
DOL	DOL		ANTHONY PERGOLA		3 WEST MAIN ST/SUITE 208 ELMFSORD NY 10323	01/23/2017	01/23/2022
DOL	DOL		ANTONIO ESTIVEZ		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
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	DOL		ARVINDER ATWAL		65 KENNETH PLACE NEW HYDE PARK NY 11040	07/19/2017	07/19/2022
DOL	NYC	*****6683	ATLAS RESTORATION CORP.		35-12 19TH AVENUE ASTORIA NY 11105	08/02/2017	08/02/2022
DOL	NYC	*****5532	ATWAL MECHANICALS, INC		65 KENNETH PLACE NEW HYDE PARK NY 11040	07/19/2017	07/19/2022
DOL	NYC	*****2591	AVI 212 INC.		260 CROPSEY AVENUE APT 11GBROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	NYC		AZIDABEGUM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	NYC		BALWINDER SINGH		421 HUDSON ST SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	NYC	*****3915	BEACON RESTORATION INC		SUITE B-8 782 PELHAM PARKWAY SOUTHBRONX NY 10462	04/21/2016	04/21/2021
DOL	NYC	*****8416	BEAM CONSTRUCTION, INC.		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	DOL		BIAGIO CANTISANI			06/12/2018	06/12/2023
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	*****8551	BRANDY'S MASONRY		216 WESTBROOK STREET P O BOX 304SAYRE PA 18840	08/09/2016	08/09/2021
DOL	DOL	*****1449	BRRESTORATION NY INC		140 ARCADIA AVENUE OSWEGO NY 13126	09/12/2016	09/12/2021
DOL	DOL		BRUCE MORSEY		C/O KENT HOLLOW SIDING LL 29A BRIDGE STREETNEW MILFORD CT 06776	01/15/2016	01/15/2021
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 BALDWINSVILLE NY 13027	02/03/2020	01/09/2023
DOL	DOL	*****8809	C.B.E. CONTRACTING CORPORATION		310 MCGUINNESS BLVD GREENPOINT NY 11222	03/07/2017	03/07/2022

NYSDOL Bureau of Public Work Debarment List 01/13/2021

Article 8

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	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		CARIBBEAN POOLS		C/O DOUGLAS L MALARKEY 64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL		CARMEN RACHETTA		8531 OSWEGO RD BALDWINSVILLE NY 13027	02/03/2020	02/03/2025
DOL	DOL		CARMENA RACHETTA		8531 OSWEGO ROAD BALDWINSVILLE 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	DOL	****8809	CBE CONTRACTING CORP		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	AG		CESAR J. AGUDELO		81-06 34TH AVENUE APT. 6EJACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	DOL		CHARLES ZIMMER JR		216 WESTBROOK STREET P O BOX 304SAYRE PA 18840	08/09/2016	08/09/2021
DOL	DOL		CHRISTOPHER J MAINI		19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL		CHRISTOPHER PAPASTEFANOU A/K/A CHRIS PAPASTEFANOU		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	NYC	****2164	CREATIVE TRUCKING INC		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	DOL	****2524	CSI ELECTRICAL & MECHANICAL INC		42-32 235TH ST DOUGLASTON NY 11363	01/14/2019	01/14/2024
DOL	DOL	****7761	D L MALARKEY CONSTRUCTION		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	****7888	D L MALARKEY CONSTRUCTION INC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	****5629	DAKA PLUMBING AND HEATING LLC		2561 ROUTE 55 POUGHQUAG NY 12570	02/19/2016	02/19/2021
DOL	NYC		DALJIT KAUR BOPARAI		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
DOL	DOL		DANICA IVANOSKI		61 WILLETT ST. PASSAIC NJ 07503	10/26/2016	10/26/2021
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL		DAVID MARTINEZ		C/O EMPIRE TILE INC 6 TREMONT COURTHUNTINGTON STATION NY 11746	03/08/2016	03/08/2021
DOL	NYC		DAVID WEINER		14 NEW DROP LANE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024

NYSDOL Bureau of Public Work Debarment List 01/13/2021

Article 8

DOL	DOL		DEBBIE STURDEVANT		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	AG		DEBRA MARTINEZ		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL		DEDA GAZIVODAN		C/O DAKA PLUMBING AND H 2561 ROUTE 55POUGHQUAG NY 12570	02/19/2016	02/19/2021
DOL	DOL		DELPHI PAINTING & DECORATING CO INC		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL		DENNIS SCHWANDTNER		C/O YES SERVICE AND REPAI 145 LODGE AVEHUNTINGTON STATION NY 11476	08/09/2016	08/09/2021
DOL	DOL		DF CONTRACTORS OF ROCHESTER, INC.		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DF CONTRACTORS, INC.		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	NYC		DIMITRIOS TSOUMAS		35-12 19TH AVENUE ASTORIA NY 11105	08/02/2017	08/02/2022
DOL	DOL		DOMENICO LAFACE		8531 OSWEGO RD BALDWINSVILLE NY 13027	02/03/2020	01/09/2023
DOL	DOL	*****3242	DONALD R. FORSAY	DF LAWN SERVICE	1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DONALD R. FORSAY		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	NYC	*****7404	DOSANJH CONSTRUCTION CORP		9439 212TH STREET QUEENS VILLAGE NY 11428	02/25/2016	02/25/2021
DOL	DOL		DOUGLAS L MALARKEY	MALARKEY CONSTRUCTI ON	64 VICTORIA DRIVE B INGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	NYC		DUARTE LOPES		66-05 WOODHAVEN BLVD. STE 2REGO PARK NY 11374	04/20/2017	04/20/2022
DOL	DOL	*****5175	EAGLE MECHANICAL AND GENERAL CONSTRUCTION LLC		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL		EAST COAST PAVING		2238 BAKER RD GILLETT PA 16923	03/12/2018	03/12/2023
DOL	NYC	*****4269	EAST PORT EXCAVATION & UTILITIES		601 PORTION RD RONKONKOMA NY 11779	11/18/2016	11/18/2021
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	DOL	*****3270	EMPIRE TILE INC		6 TREMONT COURT HUNTINGTON STATION NY 11746	03/08/2016	03/08/2021
DOL	NYC	*****5917	EPOCH ELECTRICAL, INC		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2024
DOL	DOL	*****7403	F & B PAINTING CONTRACTING INC		2 PARKVIEW AVENUE HARRISON NY 10604	09/26/2016	09/26/2021
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		FRANK BENEDETTO		C/O F & B PAINTING CONTRA 2 PARKVIEW AVENUEHARRISON NY 10604	09/26/2016	09/26/2021
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	NYC	*****6616	G & G MECHANICAL ENTERPRISES, LLC.		1936 HEMPSTEAD TURNPIKE EAST MEADOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		GABRIEL FRASSETTI			04/10/2019	04/10/2024
DOL	DOL		GALINDA ROTENBERG		C/O GMDV TRANS INC 67-48 182ND STREETFRESH MEADOWS NY 11365	06/24/2016	06/24/2021
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 BALDWINSVILLE NY 13027	02/03/2020	01/09/2023

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DOL	NYC	*****3164	GLOBE GATES INC	GLOBAL OVERHEAD DOORS	405 BARRETTO ST BRONX NY 10474	05/31/2018	05/31/2023
DOL	DOL	*****5674	GMDV TRANS INC		67-48 182ND STREET FRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	NYC		GREAT ESTATE CONSTRUCTION, INC.		327 STAGG ST BROOKLYN NY 11206	10/10/2017	10/10/2022
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		HARMEL SINGH		15 CLINTON LANE HICKSVILLE NY 11801	02/25/2016	02/25/2021
DOL	NYC		HAROLD KUEMMEL		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
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	AG		J A M CONSTRUCTION CORP		SUITE 125 265 SUNRISE HIGHWAYROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
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	AG		JAMES FALCONE		SUITE 125 265 SUNRISE HIGHWAYROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL		JAMES LIACOME		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 W MILLIMAN		C/O ROCHESTER ACOUSTICAL P O BOX 799 HILTON NY 14468	02/19/2016	02/19/2021
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
DOL	DOL		JESSICA WHITESIDE		C/O BRRESTORATION NY INC 140 ARCADIA AVENUEOSWEGO NY 13126	09/12/2016	09/12/2021
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	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 296 EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL		JORI PEDERSEN		415 FLAGER AVE #302 STUART 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	AG		JOSEPH FALCONE		SUITE 125 265 SUNRISE HIGHWAYROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	NYC		JOSEPH FOLEY		66-05 WOODHAVEN BLVD. STE 2REGO PARK NY 11374	04/20/2017	04/20/2022
DOL	DOL	*****9273	JOSEPH M LOVETRO		P O BOX 812 BUFFALO NY 14220	08/09/2016	08/09/2021

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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		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL	*****5062	K R F SITE DEVELOPMENT INC		375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579	01/23/2017	01/23/2022
DOL	NYC		K.S. CONTRACTING CORP.		29 PHILLIP DRIVE PARSIPPANY NJ 07054	02/13/2017	02/13/2022
DOL	DOL		KARIN MANGIN		796 PHELPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	DOL		KATIE BURDICK		2238 BAKER RD GILLETT PA 16923	03/12/2018	03/12/2023
DOL	DOL		KENNETH FIORENTINO		375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579	01/23/2017	01/23/2022
DOL	DOL	*****9732	KENT HOLLOW SIDING LLC		29A BRIDGE STREET NEW MILFORD CT 06776	01/15/2016	01/15/2021
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	AG	*****4643	LALO DRYWALL, INC.		221 OLD FORD ROAD NEW PLATZ NY 12561	05/20/2016	05/20/2021
DOL	DOL	*****4505	LARAPINTA ASSOCIATES INC		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	DOL		LAVERN GLAVE		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	06/24/2016	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	06/24/2016	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	01/17/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	08/14/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	08/14/2017	08/14/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	01/17/2017	09/19/2022
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	NYC		LUBOMIR PETER SVOBODA		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	AG		LUIS MARTINEZ	LALO DRYWALL	211 MAIN ST. NEW PALTZ NY 12561	05/20/2016	05/20/2021
DOL	NYC		M & L STEEL & ORNAMENTAL IRON CORP.		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	DOL		M ANVER BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL		M. ANVER BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL	*****1784	MADISON AVE CONSTRUCTION CORP.		39 PENNY STREET WEST ISLIP NY 11795	11/02/2016	11/02/2021

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DOL	DOL		MALARKEY'S BAR & GRILL LLC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****0705	MALARKEY'S PUB & GRUB LLC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
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	DOL		MARIACHI'S PIZZERIA		C/O DOUGLAS L MALARKEY 64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	NYC		MARTINE ALTER		1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	DOL		MARVIN A STURDEVANT		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
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	*****6416	MCCALL MASONRY		P O BOX 304 SAYRE PA 18840	08/09/2016	08/09/2021
DOL	DOL		MCLEAN "MIKKI BEANE"		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		MCLEAN "MIKKI" DRAKE		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		MCLEAN M DRAKE-BEANE		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL	*****9445	MCLEAN M WALSH	ELITE PROFESSION AL PAINTING OF CNY	1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL	*****9445	MCLEAN M WALSH	ELITE PROFESSION AL PAINTING OF CNY	1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	NYC		MICHAEL HIRSCH		C/O MZM CORP 163 S MAIN STREET NEW CITY NY 10956	01/28/2016	01/28/2021
DOL	DOL		MICHAEL LENIHAN		1079 YONKERS AVE UNIT 4 YONKERS 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 204 NEW YORK NY 10018	11/14/2019	11/14/2024
DOL	NYC	*****0627	MILLENNIUM FIRE SERVICES, LLC		14 NEW DROP LNE 2ND FLOOR STATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	NYC	*****3826	MOVING MAVEN OF NY, INC.		1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	NYC	*****3550	MOVING MAVEN, INC		1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	AG		MSR ELECTRICAL CONSTRUCTION CORP.		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL		MUHAMMAD BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL		MUHAMMAD BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	NYC		MUHAMMED A. HASHEM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	NYC	*****3613	MZM CORP		163 S MAIN STREET NEW CITY NY 10956	01/28/2016	01/28/2021
DOL	DA	*****9786	NATIONAL INSULATION & GC CORP		180 MILLER PLACE HICKSVILLE NY 11801	12/12/2018	12/12/2023

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DOL	NYC	****4839	NEW YORK RIGGING CORP		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	NYC		NICHOLAS FILIPAKIS		7113 FORT HAMILTON PARKWA BROOKLYN NY 11228	12/09/2016	12/09/2021
DOL	DOL	****7429	NICOLAE I. BARBIR	BESTUCCO CONSTRUCTI ON, INC.	444 SCHANTZ ROAD ALLENTOWN PA 18104	09/17/2020	09/17/2025
DOL	DOL	****6966	NORTH COUNTRY DRYWALL AND PAINT		23167 COUNTY ROUTE 59 DEXTER NY 13634	10/24/2016	10/24/2021
DOL	DOL	****0065	NORTHEAST LANDSCAPE AND MASONRY ASSOC		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10523	01/23/2017	01/23/2022
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	NYC	****0818	ONE TEN RESTORATION, INC.		2366 61ST ST BROOKLYN NY 11204	12/15/2016	12/15/2021
DOL	NYC		PARESH SHAH		29 PHILLIP DRIVE PARSIPPANY NJ 07054	02/13/2017	02/13/2022
DOL	NYC	****9422	PELIUM CONSTRUCTION, INC.		22-33 35TH ST. ASTORIA NY 11105	12/30/2016	12/30/2021
DOL	DOL		PETER M PERGOLA		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10523	01/23/2017	01/23/2022
DOL	DOL		PIERRE LAPORT		224 COUNTY HIGHWAY 138 BROADALBIN NY 12025	03/07/2017	03/07/2022
DOL	DOL	****1543	PJ LAPORT FLOORING INC		224 COUNTY HIGHWAY 138 BROADALBIN NY 12025	03/07/2017	03/07/2022
DOL	NYC	****5771	PMJ ELECTRICAL CORP		7113 FORT HAMILTON PARKWA BROOKLYN NY 11228	12/09/2016	12/09/2021
DOL	DOL	****0466	PRECISION BUILT FENCES, INC.		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	NYC	****4532	PROFESSIONAL PAVERS CORP.		66-05 WOODHAVEN BLVD. REGO PARK NY 11374	04/20/2017	04/20/2022
DOL	DA	****6817	QUADRANT METAL BUILDINGS LLC		2740 SW MARTIN DOWNS BLVD PALM CITY FL 34990	08/25/2016	08/25/2021
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	AG	****7015	RCM PAINTING INC.		69-06 GRAND AVENUE 2ND FLOOR MASPETH NY 11378	02/07/2018	02/07/2023
DOL	DOL		REGINALD WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DA		RIANN MULLER		2740 SW MARTIN DOWNS BLVD PALM CITY FL 34990	08/25/2016	08/25/2021
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 BISSESAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROBERT A. VALERINO		3841 LANYARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		ROBERT BRUNO		3 GAYLORD ST AUBURN NY 13021	11/15/2016	11/15/2021
DOL	DOL		ROBERT BRUNO		5 MORNINGSIDE DRIVE AUBURN NY 13021	05/28/2019	05/28/2024
DOL	NYC		ROBERT HOHMAN		149 FIFTH AVE NEW YORK NY 10010	12/29/2016	12/29/2021
DOL	DOL	****3859	ROCHESTER ACOUSTICAL CORP		P O BOX 799 HILTON NY 14468	02/19/2016	02/19/2021

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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		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		RYAN ALBIE		21 S HOWELLS POINT ROAD BELLPORT NY 11713	02/21/2017	02/21/2022
DOL	DOL	*****3347	RYAN ALBIE CONTRACTING INC		21 S HOWELLS POINT ROAD BELLPORT NY 11713	02/21/2017	02/21/2022
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	NYC		SABIR MUHAMMED		SUITE B-8 782 PELHAM PARKWAY SOUTHBRONX NY 10462	04/21/2016	04/21/2021
DOL	DOL		SALVATORE A FRESINA			08/26/2016	08/26/2021
DOL	DOL		SAM FRESINA			08/26/2016	08/26/2021
DOL	NYC	*****0349	SAM WATERPROOFING INC		168-42 88TH AVENUE APT.1 AJAMAICA NY 11432	11/20/2019	11/20/2024
DOL	NYC		SANDEEP BOPARAI		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
DOL	DOL	*****9751	SCW CONSTRUCTION		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022
DOL	AG		SERGIO RAYMUNDO		109 DUBOIS RD. NEW PALTZ NY 12561	05/20/2016	05/20/2021
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 GILLETT PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE BURDICK		2238 BAKER ROAD GILLETT 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
DOL	DOL	*****0816	SOLAR ARRAY SOLUTIONS, LLC		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL	*****2221	SOUTH BUFFALO ELECTRIC, INC.		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/2003
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		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	*****9751	STEPHEN C WAGAR		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022
DOL	DOL		STEVE TATE		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	NYC		STEVEN GOVERNALE		601 PORTION RD RONKONKOMA NY 11779	11/18/2016	11/18/2021
DOL	DOL		STEVEN MARTIN		2404 DELWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL		STEVEN P SUCATO		15-68 208TH STREET BAYSIDE NY 11360	06/23/2016	06/23/2021
DOL	DOL		STEVEN TESTA		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022
DOL	NYC	*****5863	SUKHMANI CONSTRUCTION, INC.		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022

NYSDOL Bureau of Public Work Debarment List 01/13/2021

Article 8

DOL	DOL	*****1060	SUNN ENTERPRISES GROUP, LLC		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
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	*****9852	TAP STEEL INC		ROUTE 26 3101 P O BOX 457CONSTABLEVILLE NY 13325	01/28/2016	01/28/2021
DOL	DOL		TERRY THOMPSON		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL		TEST		P.O BOX 123 ALBANY NY 12204	05/20/2020	05/20/2025
DOL	DOL	*****5570	TESTA CORP		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022
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	DOL		TIMOTHY A PALUCK		C/O TAP STEEL INC RTE 26 3101/ P O BOX 457CONSTABLEVILLE NY 13325	01/28/2016	01/28/2021
DOL	DOL	*****3453	TORCHIA'S HOME IMPROVEMENT		10153 ROBERTS RD SAUQUOT NY 13456	08/09/2016	08/09/2021
DOL	DOL	*****8311	TRIPLE B FABRICATING, INC.		61 WILLETT ST. PASSAIC NJ 07503	10/26/2016	10/26/2021
DOL	DOL	*****9407	TURBO GROUP INC		15-68 208TH STREET BAYSIDE NY 11360	06/23/2016	06/23/2021
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	*****7361	VIABLE HOLDINGS, INC.	MOVING MAVEN	1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	DOL		VICTOR ALICANTI		42-32 235TH ST DOUGLASTON NY 11363	01/14/2019	01/14/2024
DOL	DOL		VICTOR ROTENBERG		C/O GMDV TRANS INC 67048 182ND STREETFRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	NYC		VIKTAR PATONICH		2630 CROPSEY AVE BROOKLYN NY 11214	10/30/2018	10/30/2023
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		WAYNE LIVINGSTON JR	NORTH COUNTRY DRYWALL AND PAINT	23167 COUNTY ROUTE 59 DEXTER NY 13634	10/24/2016	10/24/2021
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 C WATKINS		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		WILLIAM DEAK		C/O MADISON AVE CONSTR CO 39 PENNY STREETWEST ISLIP NY 11795	11/02/2016	11/02/2021
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
DOL	DOL	*****7345	YES SERVICE AND REPAIRS CORPORATION		145 LODGE AVE HUNTINGTON STATION NY 11476	08/09/2016	08/09/2021
DOL	NYC		ZAKIR NASEEM		30 MEADOW ST BROOKLYN NY 11206	10/10/2017	10/10/2022
DOL	NYC	*****8277	ZHN CONTRACTING CORP		30 MEADOW ST BROOKLYN NY 11206	10/10/2017	10/10/2022

END OF SECTION 007343

PART 1 - GENERAL

1.01 BRIEF PURPOSE OF PROJECT / GENERAL

- A. The purpose of the project is to rehabilitate the Plant No. 10 steel ground storage tank.
- B. All work shown and specified in the Contract Documents shall be the work of this Construction Contract. The Owner does not anticipate awarding other prime contracts for the project as shown.
- C. This Section provides an abbreviated summary of the work for the Construction Contract associated with the Owner's program to construct the project.

1.02 NOMENCLATURE

- A. Where the terms "Engineer/Architect", "Architect/Engineer", "Engineer", or "Architect" are used throughout these Contract Documents, they shall mean the firm of H2M architects + engineers as may be abbreviated by H2M or H2M Group.

1.03 ABBREVIATED SUMMARY OF WORK

- A. Furnish all labor, equipment, materials, tools, means, methods, and incidentals necessary to complete the Work as required by the Contract Documents for this Construction Contract. The contractor shall coordinate, through the Owner/Architect/Engineer, the work of their contract with any work by others.
- B. This following abbreviated summary is provided in order to briefly describe the work covered by the Contract Documents for this Construction Contract. It is not all inclusive of the work under the Contract.
- C. The work includes, but is not limited to, the following:
 1. Mobilize and demobilize the site; provide all required bonds and insurances throughout the duration of the contract.
 2. Remove and dispose of existing tank components as specified on construction documents.
 3. Remove and dispose of existing tank roof vent. Install new tank roof vent.
 4. Remove and dispose of existing overflow flange and screen and weld new flanges. Remove and reinstall existing overflow cage.
 5. Remove existing Fire Department antenna to be protected and re-installed following construction completion. Antenna to be stored at Fire- Department during construction.
 6. Completely powerwash all exterior tank surfaces prior to any blasting operations.
 7. Provide full containment, in accordance with CAMP requirements, during exterior paint removal, surface preparation and painting operations, including ground cover to prevent the migration of blasting and painting materials to neighboring properties.
 8. Commercial blast (SSPC SP-6) all tank exterior surfaces, dispose of all spent abrasive and paint materials, and worker protection air monitoring.
 9. Completely powerwash all tank exterior surfaces after prime coat, as specified.
 10. Complete painting of all tank exterior surfaces utilizing specified steel coating system.
 11. Near-white metal blast (SSPC SP-10) of all tank interior water cavity surfaces.
 12. Completely powerwash all tank interior water cavity surfaces after prime coat, as specified.
 13. Complete painting of all tank interior water cavity surfaces utilizing specified steel coating system.
 14. Remove and replace existing 6" PVC conduit including the appropriate conduit bracket hardware.
 15. Remove and replace existing interior and exterior safety climb. Install new vandel guard on exterior tank ladder.

16. Grind smooth existing roof brackets and grind smooth with tank surface.
17. Install new roof safety cable.
18. Brush off and blast (SSPC SP-7) all foundation surfaces and apply caulking.
19. Complete paint of foundation utilizing specified coating system (Alternate).
20. Regrade and restore site upon completion of work including soil preparation and hydroseeding.
21. Air monitoring in accordance with specified requirements.
22. Perform disinfection as specified.
23. Project closeout submittals.

D. All other work shown and specified in the Contract Documents.

E. Work on the tank may commence on or about September 15, 2021. The tank will be expected to be returned to service by May 1, 2022 as the tank must be available for service at that time.

1.04 PARTIAL LISTING OF SPECIFIC CONTRACT REQUIREMENTS

- A. The Contract Documents detail the work included in the Contract. Related requirements and conditions covered by the Contract Documents include, but are not limited to, the following:
 1. Guidelines and requirements of the New York State Department of Environmental Conservation (NYSDEC).
 2. Guidelines and requirements of the Suffolk County Department of Health Services.
 3. Local laws and ordinances of the Town of Riverhead.

1.05 PARTIAL LISTING OF OVERALL CONTRACT REQUIREMENTS

- A. The Contract Documents detail the work included in the Contract. Related requirements and conditions covered by the Contract Documents include, but is not limited to, the following:
 1. Debris removal and daily and final cleaning up.
 2. Coordination with utility companies necessary to schedule connection of services, and management of the installation.
 3. Site utilization and management so as not to disrupt the Owner's ability to operate the existing facilities in a safe and efficient manner.
 4. Maintain the Owner's ability to operate the facility at all times during the construction period.
 5. Facilities to be used during the contract period that are to be used by the Owner or his representatives and others involved with constructing the project.
 6. Product and equipment storage and handling requirements.
 7. Starting and adjusting of the equipment and systems required under the project.
 8. Site safety in accordance with all applicable federal, state, and local regulations.
 9. Project submittals, meetings, professional photographs, testing services, work plans, schedules, shop drawings, closeout procedures and documents, manuals, as-built drawings, and final commissioning of the work shall be provided as required by the Contract.
 10. To not hinder the Owner's ability to deliver a safe and potable water supply.

1.06 OWNER SUPPLIED PRODUCTS AND UTILITIES

- A. The Owner will not be supplying equipment, labor, or tools for the project.
- B. The Owner will pay for electricity usage. The restrictions on electrical usage shall be as follows:
 1. Power tool usage during specified working hours will only be permitted.
 2. Dewatering and trash pumps and portable heaters will not be permitted.
 3. Sump pumps, if less than 1/3 horsepower will be allowed. Only two (2) sump pumps will be permitted to operate at the same time.

- C. The Owner reserves the right to stop paying for electrical usage at any time if, in the opinion of the Owner/Architect/Engineer, the Contractor causes excessive electrical charges or does not conserve electricity to the maximum extent possible in the opinion of the Architect/Engineer. All Contractors shall conserve electricity during the course of construction.

1.07 EXISTING CONDITIONS

- A. The Drawings show certain information that has been obtained by the Owner regarding various pipelines, structures, and utilities that exist at the location of the project both below and at grade.
- B. The Owner and the Architect/Engineer expressly disclaims all responsibility for the accuracy or completeness of the information given on the Drawings with regard to existing facilities.
- C. In the case where the Contractor discovers an obstruction not indicated on the Drawings or not described via specification reference, then the Contractor shall immediately notify the Architect/Engineer of the obstructions' existence.
- D. The Architect/Engineer will determine if the obstruction is to be relocated or removed.
- E. Compensation for this extra work will be paid for in accordance with the provisions in the Contract for "Extra Work".

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION 011100

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Site access and control of areas outside of site.
- B. Contractor use of the premises.
- C. Contractor storage, parking and deliveries.
- D. Work hours, employee conduct and miscellaneous employee requirements.
- E. Contract requirements related to maintaining Owner's current operations and excess inspection required.

1.02 SITE ACCESS AND CONTROL

- A. The Contractor shall use the designated entrance to the site as shown on the drawings. If no site entrance is designated, the Contractor shall use an entrance designated by the Owner's Construction Representative.
 - 1. The Owner may permit, solely at the Owner's discretion, the temporary use of another entrance for site access.
 - 2. The Owner will only review requests made by the Contractor for an exception to the designated site entrance if made in writing at least 72 hours in advance of each of the times desired for use.
- B. The Contractor is to maintain the entrance area clear of materials, vehicles and any other obstacle or debris. Failure to do so will result in a minimum back charge of \$750 per occurrence.
- C. The area around the site is a residential neighborhood. The Owner intends to be a good neighbor. The Contractor shall not close any road for any period in time. The Contractor shall take whatever measures are necessary to not cause any inconvenience to the area's residents.
- D. The Contractor is responsible to employ methods to prevent construction materials and/or debris from leaving the site. The Contractor is responsible to routinely monitor the areas surrounding the site during the day as well as at the end of the work-day and to immediately clean up any area to its previous condition.
- E. The Contractor shall employ methods to prevent the transmission of dirt from vehicles driving on exposed areas of the site from reaching the surrounding roadways. The Contractor will be responsible to immediately clean the roadway, should the measures being taken by the Contractor not satisfactorily control the transmission of any dirt to the roadway.
- F. Any damages to areas outside the site, spills of soil, liquid, or any other material shall immediately be repaired, cleaned and restored to its previous condition.
- G. The Contractor shall comply with all state and local requirements for allowable weight limits of vehicles on all roads.
- H. The Owner reserves the right to back charge the Contractor for all costs associated with maintaining the grounds as well as maintaining areas outside the site, which may be disturbed by the Contractor should the Contractor fail to maintain or repair the aforementioned in a condition acceptable to the Owner.

- I. Keep all existing driveways, roads, and parking areas free and clear of materials and equipment. Do not unreasonably encumber the work area with materials and equipment.
- J. The Contractor shall be responsible for managing dust.

1.03 CONTRACTOR USE OF THE PREMISES

- A. Premises, for the purpose of this Contract, shall mean the site, buildings and other structures located within the property line or in any temporary or permanent construction easements identified on the plans.
- B. The Contractor shall use and manage the premises and the associated construction activities as follows:
 - 1. To not hinder the Owner's ability to operate their facilities.
 - 2. To allow other Prime Contractors to install their work and complete their contractual obligations in the time period specified.
 - 3. To allow for stockpiling of construction material and debris without any significant hardship, as defined by the Owner's Construction Representative, on the Owner or other contractors.
 - 4. To allow for the delivery of equipment and materials by independent trucking companies by leaving enough space for backing in and out of areas.
 - 5. To allow for the safe, unimpeded travel way of the Owners vehicles, Owner's Construction Representative's vehicles, Architect/Engineer's vehicles, construction vehicles and heavy construction equipment about the entire site.
- C. Contractor shall maintain the premises in a safe condition throughout the construction period. Compliance with OSHA regulations and site safety shall be the responsibility of the Contractor as it relates to work of the Contract. The posting of all applicable OSHA safety signs shall be the responsibility of the Contractor.
- D. The Contractor shall provide temporary handrails, as required, for their work or for work put in place by their Contract that will require temporary handrails. Construction of temporary handrails shall be as specified in Section 015000.
- E. The Contractor shall be responsible for protecting Owner's property. All existing buildings, structures, shrubs, trees, lawn fixtures, sculptures and misc. equipment shall be protected at all times. Any removals or relocation of said objects, if allowed shall be as directed by Owner's Construction Representative.
- F. The Contractor shall protect all of the physical structures, property and improvements upon the site from damage by their Work and shall immediately repair or replace damage caused by construction operations, employees or equipment employed by the Contractor. All labor, materials and equipment and outside contractors that are employed by the Owner to repair damage caused by the Contractor shall be billed to the Contractor directly or withheld from money due the Contractor for work already completed.
- G. Limit use of the site to the areas shown on the Contract Drawings and the adopted Site Utilization Plan. Confine operations to permit others working on the site easy access to all areas of Work.
- H. The construction site space is limited and it shall be the General Contractor's responsibility to manage the site during the entire construction period with input from all concerned parties as to meeting their needs. Equal consideration of the needs of others with that of the Contractor's shall be provided as judged by the Owner.

- I. Due to the limited site area available for construction, staging areas shall be relocated several times during the various stages of construction. Additional compensation for relocating staging areas, equipment and material storage, and trailers are not to be considered an extra cost to the Contractor as this is an anticipated expense that shall be considered at the time of the bid.
- J. The Contractor is responsible for cleaning up their own materials and debris. Failure to maintain a clean work site daily, will result in other performing the work and The Contractor being back charged for the cleaning cost plus construction administration fees.
- K. Refer to Section 015000 - Temporary Facilities and Controls for minimum rubbish removal requirements.
- L. Do not discard or dispose of any waste on-site.
- M. Open fires will not be permitted on the site.
- N. Install erosion control measures as indicated in the Contract. The Contractor shall confine stormwater runoff to the site.

1.04 CONTRACTOR STORAGE, PARKING AND DELIVERIES

- A. Contractor must provide exterior storage containers when required. Final location of storage container shall be determined by the Owner.
- B. Do not unreasonably encumber the premises with materials and equipment. Do not store material in existing buildings. Store all equipment and materials to allow the Owner's employees to operate and conduct their business safely.
- C. Confine premise storage areas to locations designated by the Owner. Immediately repair or replace damaged facilities to the satisfaction of the Owner and to a condition that existed before the damage occurred as determined by preconstruction photographs, or if photographs are unavailable, to that deemed by the Owner.
- D. No storage materials will be permitted within the buildings at any time during construction.
- E. Storage of chemicals and painting shall be outside the existing or new structures and shall follow manufacturer's guidelines.
- F. Compressed gas containers shall be properly stored and secured per OSHA, to the satisfaction of the Owner. Failure to do so will result in a **\$250** back charge, per occurrence.
- G. Contractor shall provide minimum of 48 hours advance written notice to the Owner's Construction Representative for deliveries of materials, site visits by inspectors, manufacturer's representatives or any other occasion that impacts the use of the site. Contractor shall be responsible for any costs that are incurred by the owner, for failure to meet previously agreed upon appointments or work schedules.
- H. Deliveries sent to the Owner will not be signed for or unloaded by the Owner. They will be directed to the construction site and if no employee is on site, the delivery will be rejected, at the contractor's expense.
- I. Night deliveries of equipment (past the designated quitting time) will not be permitted. Do not schedule trucking companies to deliver equipment or wait for the job site to open. Delivery trucks shall not obstruct the site entrance, shall not sit within the neighborhood causing an obstruction or perceived nuisance, nor be left idling on or off the site for any period of time.

1.05 WORK HOURS, EMPLOYEE CONDUCT AND MISCELLANEOUS EMPLOYEE REQUIREMENTS

- A. The Contractor will be permitted to schedule working days and hours as specified in the General Terms and Conditions, if no times are specified therein then the work hours shall be Monday - Friday 8:00 am - 4:00 pm.
- B. Employees are to act in a professional manner. Any employee using inappropriate language or who is disruptive to the work environment will be banned from the site.
- C. Proper work attire is required. Shirts are to be worn at all times and no short pants are permitted.
- D. Employees shall not converse with local residents or Owner's employees.
- E. Any employee found under the influence of any drug or alcohol will be banned from the site.

1.06 CONTRACT REQUIREMENTS RELATED TO MAINTAINING OWNER'S CURRENT OPERATIONS AND EXCESS INSPECTION REQUIRED

- A. The Contractor shall schedule working days and hours as specified. The Contractor shall pay all excess costs for inspection services provided by the Owner/Architect/Engineer for working beyond the times specified.
- B. The hourly rate paid for inspection services beyond normal working hours shall be at a maximum billing rate of **[\$180]** per hour, which shall be used to compute the overtime hourly charge.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION 011400

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Site Utilization Plan requirements

1.02 SITE UTILIZATION PLAN REQUIREMENTS

- A. The General Contractor shall prepare a Site Utilization Plan (SUP) showing staging areas, parking areas, stockpile areas, debris container areas, unloading areas, and trailer areas for review by the Architect/Engineer, Owner's Construction Representative, and other Prime Contractors. The length and number of meetings necessary to develop and adopt a SUP shall be as required.
- B. Meetings will be held at the site with all concerned parties to assist the General Contractor in developing the criteria for the plan. During these meetings, all parties will present their needs and requirements for site utilization. As a minimum, each Prime Contractor shall be allocated the same amount of staging/parking/material storage area regardless of the dollar amount of their construction contract. Representatives from the local municipality or utility companies may be attending. The requirements of the local municipality and utility companies shall be incorporated into the SUP.
- C. The Contractor shall then prepare a draft site plan that attempts to incorporate the needs of all concerned parties. Another meeting will then be held at the site to review and present the plan. The plan shall then be revised at that meeting and adopted for use if it is acceptable to all relevant parties. If all parties cannot agree on an acceptable plan, then the Owner's Construction Representative will establish the Site Utilization Plan without any claims from any contractor.
- D. The Contractor, by submitting a bid, understands the importance of a workable Site Utilization Plan and also understands that the Owner's Construction Representative may be required to select a plan for the contractor to adopt that is not ideal to the planned construction activities anticipated before the bid was submitted. There shall be no claims for damages associated with site utilization.
- E. If the General Contractor fails to prepare the Site Utilization Plan as stipulated above, then the Owner reserves the right to back charge the General Contractor for the costs associated with having a Site Utilization Plan developed.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION 011419

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Allowance pricing for the following items:
 - 1. Contingency Account.
- B. This Section covers the requirements for use of the cash allowances listed above contained in the proposal (Bid Forms, Price Schedule) and included in the Contract Price bid by the Contractor and defines and stipulates the charges that will be paid for out of the stipulated allowances.
- C. The Contractor shall include the cash allowances stipulated in this Section in the amount bid.
- D. Eligible costs described in this Section, and Sections referenced herein, will be the only costs paid for out of the stipulated allowances.
- E. All other costs associated with the project as specified and/or shown, including but not limited to the delivery, installation and all Contractor overhead and/or collateral expenses are to be distributed among the other portions of the work and shall be included in other bid items.

1.02 SUBMITTALS

- A. Make all submissions under the provisions of Section 013300.
- B. For each type of product/material specified to be furnished under allowance pricing provide documentation of the unit pricing on manufacturer's letterhead certifying pricing of the product/material.
- C. Submit additional backup information to substantiate the invoiced amount(s) as the Architect/Engineer may require for review and approval, prior to order or payment of item.
- D. Provide written breakdowns for extra work as the Owner may require.

1.03 CHANGES TO STIPULATED (CASH) ALLOWANCE

- A. If the actual cost of services differs from the cash allowance, then the Contract Price will be adjusted accordingly.

1.04 PAYMENTS TO BE MADE OUT OF CONTINGENCY ACCOUNT

- A. Include the cash allowance amount indicated in the proposal for use upon the Owner's instructions for additional improvements beyond those identified in the contract documents and for unforeseen conditions.
- B. The Owner will draw funds from the contingency account only upon prior approval by the Owner's Construction Field Representative and Architect/Engineer.
- C. Funds remaining at project closeout shall be credited to the Owner.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION 012100

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. This Section includes the requirements for substitution of specified products during construction.
- B. *The Architect/Engineer will consider requests for substitutions only within thirty (30) days from the date of the Notice to Proceed.*
- C. Only products not specifically named in the bid are eligible for substitution in accordance with the requirements contained herein these specifications.
- D. Products named by the Bidder, at the time of bid, shall be furnished and installed and substitutions will not be considered by the Owner/Architect/Engineer for those products named in the bid.

1.02 CONTRACTOR'S OPTIONS

- A. For products specified only by reference standard, select any product meeting that standard.
- B. For products specified by naming several products or manufacturers, select any one of the products or manufacturers named which complies with the Specifications.
- C. Where products are not named, then submit products that meet the specifications.

PART 2 - PRODUCTS

2.01 SUBSTITUTIONS

- A. Name - The Drawings and Specifications list acceptable manufacturers, commercial names, trademarks, brands and other product, material and equipment designations. Such names are provided to establish the required type, quality and other salient requirements of procurement.
- B. Equals - An item equal to that named or described on the Drawings or in the Specifications may be provided by Contractor if accepted by the Architect/Engineer.
- C. A request for product substitution constitutes a representation that the Contractor:
 - 1. Has investigated proposed Product and determined that it meets or exceeds the quality level of the specified Product.
 - 2. Shall provide the same warranty for the Substitution as for the specified Product.
 - 3. Shall coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner, including extra charges by material suppliers and vendors.
 - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
 - 5. Shall reimburse the Owner and the Architect/Engineer for review or redesign services associated with re-approval by authorities.
 - 6. Shall reimburse the Owner for all additional engineering services claimed by the Architect/Engineer for extra services associated with the review of the Contractor's substituted item since it could not have been originally included in the Architect/Engineer's professional engineering services agreement. Reimbursement shall be based on the man-hours expended, at current billing rates.

- D. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.
- E. Substitution Submittal Procedure:
 - 1. The Contractor shall submit the REQUEST FOR SUBSTITUTION FORM for consideration including all required information.
 - 2. The Contractor shall use the form included within this Section.
 - 3. All forms shall be type written.
 - 4. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence.
- F. The burden to prove product equivalence rests on the Contractor.
- G. The Architect/Engineer will notify Contractor in writing of decision to accept or reject request and at that time the Contractor can make a formal submittal in accordance with the requirements contained in Section 013300.
- H. Substitutions may be considered when a product becomes unavailable through no fault of the Contractor.

PART 3 - EXECUTION

NOT USED

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REQUEST FOR SUBSTITUTION FORM

Project: Rehabilitation of Plant No. 10 Steel Substitution Request Number: _____
Ground Storage Tank

Contractor: _____

Address: _____

To: _____ Date: _____

H2M Project Number: RDWD2002 Owner: Riverhead Water District

Contract Name: _____ Contract No.: _____

Specification Title: _____

Section: _____ Page: _____ Article/Paragraph: _____

Drawing No(s).: _____

Proposed Substitution: _____

Manufacturer: _____ Address: _____

Trade Name: _____ Phone #: (____) _____

Installer: _____ Address: _____

Phone #: (____) _____

History: New product 2-5 years old 5-10 years old More than 10 years old

Differences between proposed substitution and specified product:

Point-by-point comparative data attached

Reason for not providing specified item (Attach separate sheet if necessary):

Typical Similar Installation:

Project: _____

Engineer / Architect: _____

Address: _____

Owner: _____

Date Installed: _____

Submit complete installation list on separate sheets.

Proposed substitution affects other parts of Work: No Yes

Explain: _____

Gross Savings to Owner for accepting substitution: \$ _____

Proposed substitution changes Contract Time: No Yes

Add / deduct (circle): _____ days

Supporting data attached for evaluation of the proposed substitution:

 Product Data Photos Drawings Tests Reports Samples Other (explain): _____

Attached data includes description, specifications, drawings, photographs, performance and test data adequate for evaluation of request; applicable portions of data are clearly identified.

Attached data also includes a description of changes to Contract Documents that proposed substitution will require for its proper installation.

The undersigned certifies that the following paragraphs, unless modified by attachments, are correct:

1. Proposed Substitution has been fully checked and coordinated with Contract Documents.
2. Proposed Substitution does not affect dimensions shown on Drawings.
3. Proposed Substitution does not require revisions to any other Prime Contractor's work.
4. The undersigned will pay for changes to building design, including Architectural and Engineering design, detailing, and construction costs caused by requested Substitution.
5. Proposed Substitution will have no adverse affect on other trades, construction schedule, or specified warranty requirements.
6. Maintenance and service parts will be locally available for proposed substitution.
7. The undersigned further states that the function, appearance, and quality of proposed Substitution are equivalent or superior to specified item.

This request for product substitution also constitutes a representation that I, as the Contractor:

1. Has investigated proposed Product and determined that it meets or exceeds the quality of the specified Product.
2. Shall provide the same warranty for the Substitution as for the specified Product.
3. Shall coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner, including extra charges by other Prime Contractors, material suppliers, and vendors.
4. Waives claims for additional costs or time extension that may subsequently become apparent.
5. Shall reimburse the Owner and the Architect/Engineer for review or redesign services associated with re-approval by authorities.
6. Shall reimburse the Owner for all additional engineering services claimed by the Architect/Engineer for extra services associated with the review of the Contractor's substituted item since it could not have been originally included in the Architect/Engineer's professional engineering services agreement. Reimbursement shall be based on the man-hours expended, at current billing rates.

Contractor's Authorized Representative (Typewritten): _____

Authorized Signature: _____

Date: _____

END OF SECTION 012500

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Work under this Section specifies the procedures used to process partial payments and the Final Payment Request.

1.02 TIME FOR COMPLETION

- A. Inasmuch as the provisions of the Contract relating to the time for performance and completion of the Work are for the purposes of enabling the Owner to proceed with the construction of a public improvement in accordance with a predetermined program, and inasmuch as failure to complete the Work within the period herein specified may result in damage or loss to the Owner, time is of the essence of the Contract.
- B. Time for completion of the Work shall be in accordance with that stipulated in the Contract Documents.
- C. The date for completion will be calculated from the date shown on the Notice to Proceed. The Contractor shall execute the Work with diligence from day to day, and complete it within the time fixed.
- D. For the purpose of defining the date of substantial completion, the Project will be considered complete when all Work covered by the Contract has been performed and all installations and equipment have been tested and are ready for permanent use. Removal of the Contractor's equipment and other minor adjustments which do not prevent use of the Project will not be a factor in establishing the date of substantial completion.
- E. Notwithstanding the foregoing, the Architect/Engineer will establish the date of substantial completion when the project is accepted and ready for operation, and no large or major items of work are as yet outstanding. At such time, the Architect/Engineer will issue a punch list, itemizing the items of work remaining. The punch list will include "minor" items only, as defined solely by the Architect/Engineer. Any prior punch lists, which include "major" or significant items, as defined by the Architect/Engineer, shall not be a criterion in establishing the date of substantial completion.

1.03 PARTIAL COMPENSATION

- A. At the Owner's discretion, the Contractor may receive compensation for materials and products delivered to the site yet not installed providing:
 1. A canceled check or paid bill from the supplier is submitted to the Architect/Engineer indicating that the Contractor has paid the supplier for the material or equipment.
 2. The material or piece of equipment is properly stored and protected from the elements and/or vandalism in accordance with the manufacturer's written requirements for long term storage.
 3. A certificate of insurance is provided for the material or piece of equipment in the event of a fire, vandalism, theft, etc.
 4. A bill of material is delivered to the Architect/Engineer at the time of delivery itemizing the subject material or equipment. Payment will be made for on-site material and/or equipment in the amount of 80% of the gross amount of the paid invoice. This payment will be subject to the normal retainage of the partial estimate.
 5. The Architect/Engineer has agreed to the pre-purchasing of the materials.
- B. The Contractor may not receive compensation for materials and products stored in the Contractor's yard or shop unless permitted by the Owner.

1.04 APPLICATIONS FOR PAYMENT

- A. The Contractor shall review the percentage of work completed during the payment period with the Architect/Engineer, based on the bid items in the proposal. The Architect/Engineer shall make the final decision on the percentage of work completed.
- B. The form of application for payment shall be AIA Document G702, application and certificate for payment supported by AIA Document G703, Continuation Sheet.
- C. Submit one (1) copy of each payment application, completed, signed and notarized.
- D. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
- E. The payment application shall include a Contractor Invoice and an Owner Claim Voucher.
- F. Provide completed Labor Affidavit Form for each pay period included in the certified payroll reports for each payment application for both the contractor and any subcontractor(s).
- G. Submit payment application to Architect/Engineer no later than the first day of each month. Payments received after the first day of each month shall be reviewed and processed after the first day of the following month. Only one application for payment will be reviewed and processed each month.
- H. Submit certified payroll receipts for all workers and subcontractors. Payroll receipts shall be submitted with every application for payment. All payroll receipts shall be certified correct and notarized by a Notary in the State of New York. Application for Payment will not be processed unless all payroll receipts are received.
- I. Contractor shall pay all workers and have all subcontractors pay all workers the prevailing New York State Wage Rates.
- J. Owner may conduct on-site interviews with all workers to verify payments of prevailing wage rates are enforced.
- K. The Architect/Engineer shall submit the documentation along with an Architect/Engineer's Payment Report to the Owner for payment.
- L. Retainage in the amount of 5% will be held from each partial payment. Retainage will only be released upon full completion of the project and will be included in the final payment.

1.05 ACCEPTANCE OF FINAL PAYMENT REQUEST

- A. The Contractor shall be conclusively deemed to have accepted the Final Payment Request as a correct statement of the total liability of the Owner and of the compensation paid and to be paid to the Contractor by the Owner unless within seven (7) days after delivery of his copy of the Final Payment Request to him, the Contractor shall return such copy to the Owner together with a statement of his objections to such request and of any claim for damages or compensation in excess of the amounts shown on the Request. The acceptance by the Contractor of the Final Payment Request approved by the Owner shall constitute a release and shall discharge the Owner from all further claims by the Contractor arising out of or relating to the Contract, including but not limited to, a release from all impact costs.

1.06 SCOPE OF PAYMENTS

- A. The Contractor shall receive and accept the compensation as herein provided, in full payment for furnishing all materials, labor, tools, and equipment and for performing all work contemplated

and embraced under the Contract, also for all loss or damage arising out of the nature of the Work or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered during the prosecution of the Work, and for all risks of every description connected with the prosecution of the Work, until its final acceptance by the Owner, also for all expenses incurred by, or in consequence of, the suspension or discontinuance of the said prosecution of the Work as herein specified, and for all actual or alleged infringements of patent, trademark, or copyright, and for completing the Work and the whole hereof, in an acceptable manner, according to the Plans, Specifications, and other Contract Documents. The payment of any partial or final estimate shall in no way or in no degree prejudice or affect the obligation of the Contractor, at his own cost and expense, to renew or replace all defects and imperfections, or damages. The Architect/Engineer shall be the judge, and the said Contractor shall be liable to the Owner for failure so to do.

PART 2 - PRODUCTS

NOT USED.

PART 3 - EXECUTION

NOT USED.

END OF SECTION 012900

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Schedule of Values

1.02 SCHEDULE OF VALUES

- A. Submit for approval prior to the start of the work a Schedule of Values that indicates a breakdown of the labor, materials and equipment and other costs used in the preparation of the bid. This schedule shall be in sufficient detail to indicate separate figures for such items as excavation, concrete, equipment and all other items making up the lump sum price. The cost breakdown shall be separately itemized for each lump sum bid item in the project.
- B. Where the cost breakdown includes items for bond payment, insurance payment, job set-up, or job mobilization, these items will be paid based on paid invoices and copies of cancelled checks.
- C. Submit a Schedule of Values to the Architect/Engineer for review and approval within fifteen (15) calendar days from the date shown on the Notice to Proceed.

1.03 FORM OF SUBMITTAL

- A. Submit typewritten Contract Cost Breakdown on AIA Form G703 - Application and Certificate for Payment Continuation Sheet or EJCDC 1910-8-E. The Architect/Engineer reserves the right to revise the form or provide a form prepared by the Architect/Engineer.
- B. Use the Table of Contents of the Contract Specifications as a basis for format for listing costs of work for Sections under Divisions 1-48 as sections apply to work. Not all Sections need be assigned a breakout price as determined by the Architect/Engineer.
- C. Identify each line item with number and title as listed in Table of Contents.
- D. Provide dollar values for each line item for labor, overhead, profit, material, and equipment components for each category of work if requested by the Architect/Engineer.
- E. List quantities of materials specified under unit price allowances.
- F. The Schedule of Values, after approval by the Architect/Engineer, shall be the basis for the Contractor's Application for Payment.
- G. The first Application for Payment will not be reviewed prior to an approved breakdown.

1.04 PREPARATION OF SCHEDULE OF VALUES

- A. Breakdown schedule of values based on bid items in proposals with further breakdown below each item. In addition to the above, provide a separate line item cost below each bid item, as applicable, for each of the following items which shall be supported by proof where requested by Architect/Engineer:
 1. Performance and payment bonds.
 2. Insurance.
 3. Mobilization and Demobilization (Amounts shall be equal in value).
 4. Temporary facilities and measures as specified in Section 015000.
 5. Project Coordination Meetings as specified in Section 013100.
 6. Preparation of the Project Construction Schedule, and updates, as specified in Section 013300.

7. Preparation of Weekly Schedules as specified in Section 013100
8. Rubbish removal and daily cleaning up. (Provide a total dollar amount and a daily rate for each calendar day during the contract period.)
9. Construction photographs as specified in Section 013233.
10. Architect/Engineer's Trailer.
11. A total dollar amount for furnishing all the Operations and Maintenance Manuals specified throughout the specifications.
12. Record Drawing retainage amount specified in Section 017839.
13. Final cleaning.

B. Show total costs including overhead and profit.

C. Provide additional details and data to substantiate the cost breakdown as requested by the Architect/Engineer.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION 012973

PART 1 - GENERAL**1.01 SECTION INCLUDES**

- A. Work of this Section includes:
 - 1. Requests for Interpretation or for information
 - 2. Coordination between contractors, if applicable
 - 3. Administration of subcontracts
 - 4. Coordination of work with utility companies and the Owner/Architect/Engineer
 - 5. Communication and coordination requirements
 - 6. Qualifications of Contractor's job site superintendent
- B. Site staffing requirements for the Contractor's superintendent are also specified herein, the costs for which shall be included in the Contract price.

1.02 REQUEST FOR INTERPRETATION OR INFORMATION

- A. The Contractor shall use the Request for Interpretation/Information Form included within this Section when the Contractor feels that additional information is needed to perform the work of the Contract.
- B. The Architect/Engineer may not respond to any requests unless the form is used.
- C. The Architect/Engineer's verbal response(s) to the Contractor's formal requests, if provided, shall not constitute an official response and if acted upon by the Contractor are done so at the Contractor's own risk and liability and shall not be subject to claims for additional compensation.
- D. A signed facsimile of the form will be accepted.
- E. The Architect/Engineer will respond in writing to the request as soon as possible.

1.03 COORDINATION BETWEEN CONTRACTORS

- A. During the progress of the Work, other Contractors may be engaged in performing other work or may be awarded other contracts for other work on this Project. The Contractor shall coordinate all the work to be done with the work of The Contractor(s) through the Owner.
- B. The Contractor shall fully cooperate with each other Contractor(s) and carefully fit its own work to that provided under other contracts as shown or specified in the Contract Documents and as may be coordinated by the Owner/Architect/Engineer.
- C. The Contractor shall not commit or permit any act that will interfere with the timely performance of work by any other Contractor.
- D. The Contractor shall conduct his/her own operations, and to cooperate with such other parties, so as to cause as little interference as possible with the work by others.
- E. If there is a difference of opinion as to the respective project rights of The Contractor doing the work, within the limits of or adjacent to the Project, the Owner/Architect/Engineer shall decide as to the respective rights of the various parties involved in order to secure completion of the work in a satisfactory manner. The Owner/Architect/Engineer's decision shall be final and binding on The Contractor.
- F. If any portion of the work of the Contractor, or any of his/her subcontractors, depends upon the proper execution of the work by others, the Contractor shall promptly give written notice to the Architect/Engineer of all purported defects in the installed work as renders it unsuitable for

proper execution and completion of his own work. The Contractor shall further notify the Architect/Engineer of all supposed delays, in the performance of his/her work, as will affect the timely performance of his own work or the project.

- G. The Contractor's lack of notice shall constitute an acceptance by him/her that the work of others is fit and proper for the reception of the Contractor's own work, except as to defects developing in the work that could not have been reasonably foreseen.
- H. The Contractor's lack of notice shall also constitute an acceptance by him/her and an acknowledgement of the timely performance of work by other Contractors or the Owner and that no claims for additional compensation may result.
- I. If the Owner/Architect/Engineer determines that the Contractor is failing to coordinate his own work with the work of others, then the Owner shall have the right to enforce the provisions of the Contract as related to non-performance.
- J. The Owner/Architect/Engineer shall not be liable for any damages suffered by this Contractor by reason of any other Contractor's failure to comply with the directions so issued by the Owner/Architect/Engineer, or by reason of another Contractor's default in performance; it being understood that the Owner does not guarantee the continued efficiency or work production of any Contractor and by execution of the Contract, the Contractor fully understood the potential coordination problems associated with projects involving multiple prime construction contracts.
- K. The Contractor's attention is specifically directed to the fact that he may not have exclusive occupancy of the work area within the limits of the Contract. The Contractor shall afford the Owner, other Contractors, and utilities reasonable opportunity for the storage of their materials and equipment, and the execution of their work, and shall connect and coordinate his work with theirs as required by the Contract Documents.

1.04 SUBCONTRACTOR ADMINISTRATION AND COORDINATION

- A. Terms and conditions of the Contract shall be binding upon each subcontractor.
- B. Furnish each subcontractor and major equipment vendor at least one (1) copy of the Plans and Technical Specifications.
- C. Provide at least one (1) copy of each approved shop drawing to each subcontractor whose work may depend upon the contents of the shop drawing submittal. The Owner reserves the right to stop all work, without claims for delay, until such time as appropriate subcontractors are furnished with appropriate shop drawings.
- D. The Contractor shall sequence and schedule the work of subcontractors. Coordinate construction and administration activities of subcontractors. The Architect/Engineer and Owner will not accept telephone calls, facsimiles or office visits from any subcontractors on the project. Subcontractor and vendor questions and clarifications shall be directed to the Architect/Engineer by the Contractor.
- E. The Contractor's on-site project superintendent shall inspect all the work of all of his/her subcontractors, as it is being constructed. The Contractor's subcontractor shall not be permitted to do any work on the site without the Contractor's job site superintendent also being there to inspect the work as it is being performed.

1.05 UTILITY COORDINATION

- A. Comply with the requirements of 16 NYCRR Part 753 - Protection of Underground Facilities. Submit a letter stating the case number.

B. Comply with the utility coordination requirements contained in the General Conditions.

1.06 PUBLIC/PRIVATE UTILITIES

- A. Notify all public and private utilities in accordance with Article 20, Section 322-a of the New York State General Business Law for location and markout of existing utilities in the vicinity of the work.
- B. Repair all utilities damaged during the Work to the standards and approval of the respective utility at no cost to the Owner.

1.07 SPECIFIC COORDINATION REQUIREMENTS

- A. Sequence and schedule work so as not to interfere with the work by others. Coordinate the work of this Contract with the work by others. In case of conflicts due to improper coordination by the Contractor, the Owner/Architect/Engineer's resolution will be final. No compensation will be awarded for extra work required to resolve conflicts.
- B. Coordinate space requirements, supports, and installation of mechanical, electrical and plumbing work which may be indicated diagrammatically on the Drawings. Follow routing shown for pipes, ducts, and conduit as closely as practicable. Place runs parallel with building lines. Utilize spaces efficiently to maximize accessibility for other installations, maintenance, and to facilitate repairs.
- C. In finished areas, except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of all fixtures and outlets with finish elements and work by all other trades.
- D. Coordinate the work by complying with the following:
 1. Email Account: The Contractor shall maintain an email account that shall be used to improve communication. An email shall not constitute a formal advisement regarding the terms and conditions of the contract. Email shall only be considered an informal way of notifying relevant parties of project related activities.
 2. Email List: The Contractor, within five (5) calendar days from the Notice To Proceed, provide a list of email addresses for each major equipment supplier and local representative, if such exists. A contact person shall be provided for each email address.
- E. Project Coordination Meetings: Participate in and attend the Project Coordination Meetings as specified below:
 1. A minimum of two (2) project coordination meetings will be held at the Owner's office or project site.
 2. The meetings will be held when so called for by the Architect/Engineer.
- F. The Contractor shall sequence and schedule work so as not to interfere with the work by others and to afford The Contractor the time to complete their contractual obligations with the Owner. Coordinate the work of this Contract with the work by others. Coordination includes, but is not limited to, the following:
 1. Schedule work with all trades throughout the project to prevent interference.
 2. Accomplish work in coordination with the other Contractors in a manner that will allow The Contractor adequate time (at the proper stage of construction as determined by the Owner/Architect/Engineer) to perform and complete the work of their contract.
 3. The Contractor shall annotate on each of his own shop drawings and submittals, information that is relevant to the work of others or where potential conflicts in the installed work may occur. The Contractor shall "bubble" in green ink the area of potential conflict so as to alert the reviewer.

4. Each prime Contractor shall provide the Architect/Engineer with a list of shop drawings that they may require to properly coordinate the work. If a list is not provided to the Engineer within fifteen (15) calendar days from the date of the Notice to Proceed, then it shall be taken that shop drawings of other prime Contractors are not required. Each prime Contractor shall be responsible for providing the list within the time specified.
5. In case of conflicts due to improper coordination by any Contractor, the Owner/Architect/Engineer's resolution will be final. No compensation will be awarded for extra work required to resolve conflicts or to coordinate the work of all contracts.
6. Coordinate space requirements, supports, and installation of mechanical, electrical and plumbing work which may be indicated diagrammatically on the Drawings. Follow routing shown for pipes, ducts, and conduit as closely as practicable. Place runs parallel with building lines. Utilize spaces efficiently to maximize accessibility for other installations, maintenance, and to facilitate repairs.
7. In finished areas, except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of all fixtures and outlets with finish elements and work by all other trades.

G. Shop Drawings and Submittals Coordination Procedure:

1. The Architect/Engineer will forward copies of relevant shop drawings to all prime Contractors, whose work may be subject to that of others, as solely determined by the Architect/Engineer.
2. The Contractor shall then, within five (5) calendar days of receipt, review said shop drawings provided by the Architect/Engineer for the purposes of resolving field and fabrication problems and as a way to coordinate the work.
3. Immediately notify the Architect/Engineer should a purported conflict in the work be discovered so that the Architect/Engineer can investigate and take appropriate action.
4. If a shop drawing was so provided by the Architect/Engineer and a conflict in the work was not brought to the attention of the Architect/Engineer, then the conflict shall be immediately corrected by the Contractor submitting the shop drawing.

H. The Contractor shall also coordinate the work by complying with the following:

1. Construction Schedule: The Contractor shall provide a construction schedule as specified in Section 013216 - Construction Schedules.
2. Weekly Schedule: By 3:00 PM of each Friday during the construction period, the Contractor shall fax or email a typed memo addressed to the Architect/Engineer/Owner's resident field engineer/inspector and designated office project manager summarizing the work for the following week. The memo shall also be faxed or emailed to the Owner. The memo shall briefly itemize the planned activities for the coming week. The memo shall also include a summary of expected material/equipment deliveries, concrete pours, utility tie-ins, excavated material removals and other heavy construction traffic that may impact the work activities for the coming week.
3. Email Account: The Contractor shall maintain an email account that shall be used to improve communication. An email shall not constitute a formal advisement regarding the terms and conditions of the contract. Email shall only be considered an informal way of notifying relevant parties of project related activities.
4. Email List: The Contractor, within five (5) calendar days from the Notice To Proceed, shall provide a list of email addresses for each major equipment supplier and local representative, if such exists. A contact person shall be provided for each email address.

1.08 CONTRACTOR'S JOB SITE SUPERINTENDENT

- A. The Contractor shall employ an on-site superintendent as specified herein below. He/She shall be a full-time employee of the Contractor.
- B. The Contractor shall name the job site superintendent within five (5) days of the Notice To Proceed. A letter to the Architect/Engineer shall be provided.

- C. He/She shall have the authority to sequence and schedule the work, and to staff the project, so as not to interfere with the work by others and to complete the work daily within the time so required.
- D. The Superintendent shall have a minimum of five (5) years of experience as a job site superintendent for projects of equal size and complexity.
- E. The superintendent shall not be a foreman or crew supervisor.
- F. The superintendent shall be qualified to perform the duties so required to successfully complete the work in accordance with the Contract Documents.
- G. The superintendent shall speak English. If required by the Architect/Engineer, provide a resume for the proposed superintendent that shall be typed and shall list the qualifications of the superintendent. Prior to the Contractor assigning a superintendent to the project, he may wish to arrange an interview with the Architect/Engineer to determine the proposed superintendent's ability to properly coordinate the work through the Owner/Architect/Engineer. The Contractor shall employ a superintendent acceptable to the Owner.

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REQUEST FOR INTERPRETATION/INFORMATION (RFI)

OWNER'S NAME: Riverhead Water District

PROJECT NAME & CONTRACT DESIGNATION: Rehabilitation of Plant No. 10 Steel Ground Storage Tank

CONSTRUCTION CONTRACT NO.: RDWD2002

Product, Item, or System:	
Request Date:	RFI No.:
Specification Section:	Paragraph Ref:
Contract Drawing Reference(s):	
Describe Request:	
Signed:	See Contractor's Attachments for Additional Description for Information
Owner/Architect/Engineer Response:	
Architect/Engineer (Printed):	See Architect/Engineer's Attachments for Additional Information
Architect/Engineer's Signature & Date	<i>Response Accepted By Contractor Contractor's Signature & Date</i>
The Work shall be carried out in accordance with these supplemental instructions without change in Contract amount or Contract time for completion. Prior to proceeding with these instructions, indicate your acceptance of these instructions by signing where indicated and returning this form to the Architect/Engineer.	

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION 013100

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Work of this Section includes the requirements for progress meetings.

1.02 PRE-CONSTRUCTION CONFERENCE

- A. The Contractor is required to attend the pre-construction conference at a location, date, and time selected by the Owner.
- B. The owner, a partner, or a corporate officer representing each Contractor shall attend the conference. The job site superintendent and office project manager for each Contractor shall also attend.
- C. The Architect/Engineer will prepare an agenda for the conference.

1.03 PROGRESS MEETINGS

- A. Progress meetings will be held approximately once every two (2) weeks during the project. The Owner may elect to hold meetings more or less frequently.
- B. At least seven (7) calendar days advance notice will be given by the Architect/Engineer or the date for the upcoming meeting will be set during the progress meeting.
- C. Attendance at progress meetings shall be mandatory. An amount of \$1,000 shall be deducted from the Contract Amount for each announced meeting not attended by the Contractor.
- D. The owner, a partner, or a corporate officer representing the Contractor shall attend each announced progress meeting. The job site superintendent and office project manager for each Contractor shall also attend.
- E. Subcontractors shall attend when requested by the Owner or Architect/Engineer at no cost to the Owner.
- F. Meetings will be conducted by Architect/Engineer at a location selected by the Owner, normally at or adjacent to the project site.
- G. The minimum agenda will cover:
 1. Review minutes of previous meetings.
 2. Identify present problems and resolve them.
 3. Plan work progress during next work period.
 4. Review the status of off-site fabrication and delivery schedule.
 5. Review shop drawings and submittal schedules.
 6. Review change order status.
 7. Review status of construction progress schedule.
 8. Coordinate access requirements.
 9. Other business related to the work.

1.04 OTHER MEETINGS

- A. Attend special meetings which may be required or called for by Federal, State or Local authorities, utility companies, Owner, Architect/Engineer or any other firm, person or organization related to the project.

1.05 CONDUCTING MEETINGS

- A. General - This paragraph covers Owner and/or Architect/Engineer meetings with Contractor and/or his subcontractors. Neither Owner nor Architect/Engineer wishes to meet solely with a subcontractor and requests for such meetings will be discouraged. If a meeting is deemed necessary, every effort will be made to have Contractor attend. If, for some reason, circumstances do not allow such, the meeting may be held, minutes of the meeting will be sent to contractor and decisions on any major questions will be reserved until contractor has been consulted. Subcontractors may accompany contractor to meetings provided contractor notifies Architect/Engineer in advance.
- B. Chairman - When Architect/Engineer/Owner attend meetings, Architect/Engineer, or his duly authorized representative, will act as chairman. Should Owner-Contractor meetings be necessary, Owner will chair such meetings.
- C. Notices - Architect/Engineer or Owner will issue notices of meetings to all parties concerned and will note, thereof, who must attend and who may attend if they so desire. When a Contractor desires a formal meeting, make a request through Architect/Engineer. Except when Architect/Engineer determines that a prompt meeting is essential, all notices will be issued at least one week in advance of the meeting date.
- D. Agenda - All parties shall inform Architect/Engineer of items desired to be discussed and Architect/Engineer will notify all parties of all items to be considered. This is to allow each party to fully prepare for the meeting. This shall not be construed to mean that other items cannot be brought up at the meetings.
- E. Time Limits - It is the intent to hold productive and efficient meetings and to keep them as short as is reasonably possible. The Chairman will be the sole judge as to whether or not further discussion on any matter is warranted and all discussions shall cease when he so orders.
- F. Minutes - Minutes of meetings will be kept, written and distributed by the Chairman or his duly authorized representative. Minutes of all meetings will be available upon request to the Chairman.
- G. Conduct - It is the intent to conduct all meetings in an orderly manner, to reasonably discuss all items and to hear and observe the rights and opinions of all parties. The Chairman will allow each party to speak, however, he reserves the right to order any individual to leave the meeting at any time for any reason.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION 013119

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. This Section specifies the requirements for making submissions for the project. Electronic submissions will be required unless expressly noted otherwise.
- B. Refer to Section 013216 - Construction Schedule for the requirements concerning the submission of construction schedules and for making updates thereto.

1.02 IDENTIFICATION OF SUBMITTALS

- A. Each and every submission shall be provided by the Contractor and shall be accompanied by a SUBMISSION TRANSMITTAL FORM. The Contractor shall use the specimen form made a part of this Section. *Submittals not containing the form will be returned to the Contractor un-reviewed.* The Architect/Engineer will not review project submissions until such time as the form is completed in its entirety. Identify each submittal and resubmittal using the form.
- B. Each individual submittal shall be identified with a 'submission log number' as specified here in this example: 033000.01-1
 1. The Section number for which the submittal applies, followed by a period, shall be indicated, "033000".
 2. The submittal within the Section shall be indicated by the next grouping "01". For instance and in this example, the concrete design mix may be submission "01", the waterstop catalog cut may be "02", and so on. Submittals shall be sequentially numbered within the Specification Section, i.e. 01, 02, etc.
 3. The number of times the submission was made shall be preceded by a dash and a numerical suffix as follows: "-1". In this example, the concrete design mix is being submitted for the first time. Use the number "1" for the first time it is being submitted.
 4. Subsequent submissions of the concrete design mix shall utilize the original number and a sequential numeric suffix, i.e. "2" for a resubmission, "3" for the second resubmission, and so on. Substitute the new number for the original "1".
- C. Where a layout drawing, containing different elements of the project, is being submitted and there is a question as to what the log number might be, then the Contractor shall contact the Architect/Engineer so that an agreed upon log number can be assigned.
- D. It is incumbent on the Contractor to initially assign the submission log number designation to each submission. Submissions not containing a log number, as specified above, will be returned to the Contractor un-reviewed by the Architect/Engineer.
- E. Every submittal shall also be accompanied by a Transmittal Letter (or "Speed Form") addressed to the Architect/Engineer's Project Manager as hereinafter defined.

1.03 COORDINATION OF SUBMITTALS

- A. Prior to submitting to the Architect/Engineer, fully coordinate all interrelated work. As a minimum, do the following:
 1. Determine and verify all field dimensions and conditions by field measuring existing conditions and the installed work of this Contract and work by others.
 2. Coordinate with all trades, subcontractors, vendors, system and equipment suppliers and manufacturers, public agencies, and utility companies and secure all necessary approvals, in writing.
- B. Make submittals in groups containing all associated items that in some way depend upon each other.

1. This also applies to color charts, as one color may not be able to be selected without the selection of other colors so as to form a color-coordinated group.
2. The Architect/Engineer may elect not to review partial or incomplete submissions, whereupon he will notify the Contractor of the additional submissions that are required before a review can be made.

1.04 TIMING OF SUBMITTALS

- A. Make submittals far enough in advance of scheduled dates of installation to provide time for reviews, for securing necessary approvals, for possible revisions and re-submittals, and for placing orders and securing delivery. The Architect/Engineer will review submittals in a manner as expedient as possible, and will generally send a written response to the Contractor within seven (7) calendar days of receipt of submittals.
- B. Submissions may be returned reviewed, unreviewed, rejected, returned conditioned upon submission of related items, or for other reasons set forth in the Contract Documents.
- C. Make submissions well in advance as the returning, rejecting or disapproval of submissions or other similar circumstances are possible and are deemed "avoidable delays". Costs for these delays or those attributed to Contractor's tardiness in making submittals shall be borne by the Contractor.
- D. **All** submittals requiring Architect/Engineer's review (except operations manuals) as required under the technical specifications of these documents shall be submitted within **FORTY FIVE (45)** consecutive calendar days after the date of the Notice to Proceed. An amount of **\$250** per calendar day shall be deducted from payment due the Contractor for **each** day that an outstanding submittal exists, said amount being the cost associated with the Architect/Engineer's review.
- E. Operation and maintenance manuals shall be submitted at least **FORTY FIVE (45)** consecutive calendar days prior to scheduled startup of the unit or system.
- F. If material or equipment is installed before it has been deemed to be in general compliance with the Contract Documents, as determined by the Architect/Engineer, the Contractor shall be liable for its removal and replacement at no extra charge and without an increase in contract time.

1.05 DESTINATION OF SUBMITTALS

- A. Each submission of documents shall be accompanied by a transmittal form containing the name of the project, the contract name, the Architect/Engineer's project manager, a submittal ID number, and a description of content for the submitted items.
- B. A copy of the TRANSMITTAL FORM shall also be provided to the Architect/Engineer's inspector at the job site.
- C. Electronic submittals shall be transmitted through the Newforma® Project Center website or by email, pending instruction by the Architect/Engineer. H2M architects + engineers is using a project information application called Newforma® Project Center. One of its components is Newforma Info Exchange, a web application that facilitates sending and sharing transmittals, and file sharing.
- D. As an external team member on this project the Contractor will be required to access the H2M architects + engineers/Newforma Info Exchange website for information related to the project, including file transfers, RFI, Submittals, Action Items, and project Calendar information. The Contractor will have access to this website using any internet-capable computer running Internet Explorer or Firefox. All data transmitted through the H2M architects + engineers/Newforma Info

Exchange website is encrypted and logged. Further instructions will be provided to the Contractor after the contract is awarded.

E. Other submissions, such as material samples or other items as instructed by the Architect/Engineer, shall be sent to the Architect/Engineer's office as follows:

H2M architects + engineers

538 Broad Hollow Road - 4th Floor East

Melville, New York 11747

Attention: H2M Project Manager (Named at Pre-Construction Conference or in the Notice to Proceed)

1.06 CLARITY OF SUBMITTALS

- A. All printed materials shall be neat, clean, professionally drafted by hand or by computer, clear, legible, and of such quality that they can be easily reproduced by normal photocopying.
- B. All electronic submittals shall be produced with a minimum resolution of 300 dpi.
- C. Binders of information shall be separated into groups, subsystems, or similar equipment/function. Copies not conforming to this paragraph will be returned to the Contractor without the Architect/Engineer's review.

1.07 CONTRACTOR'S REPRESENTATION

- A. By making a submission, the Contractor represents that he has determined and verified all field measurements and dimensions, field construction criteria, site and building constraints in terms of limitations in moving equipment into an enclosed space, materials, catalog and model numbers and similar data and that he has checked and coordinated each submission with other work at or adjacent to the project site in accordance with the requirements contained in Section 013100 - Project Management and Coordination and the Contract Documents.
- B. Every SUBMISSION TRANSMITTAL FORM shall contain the Contractor's approval stamp and date showing that the submittal has been approved by the Contractor. The Architect/Engineer will not review submittals that have not yet been reviewed and approved by the Contractor.

1.08 ENGINEER/ARCHITECT'S REVIEW

- A. Architect/Engineer will review and comment on each submission conforming to the requirements of this Section.
 1. Architect/Engineer's review will be for conformance with the design concept of the project and will be confined to general arrangement and compliance with the Contract Documents only, and will not be for the purpose of checking dimensions, weights, clearances, fittings, laying lengths, tolerances, interference's, for coordinating the work by others or subcontractors.
 2. The Architect/Engineer's review of a separate item, or portion of a system, does not represent a review of an assembly or system in which the item functions.
- B. The Architect/Engineer will mark submittals as follows:
 1. **NO EXCEPTION TAKEN (A)** - No corrections, no marks. The content of this submittal has been reviewed by the Architect/Engineer and been found to be in general compliance with the Contract Documents. No further submission of this submittal is required and the information contained in the submittal may be built into the work in accordance with the Contract Documents.
 2. **MAKE CORRECTIONS NOTED (B)** - Minor amount of corrections. The content of this submittal has been reviewed by the Architect/Engineer and has been found in general to be in compliance with the Contract Documents. The notations made on the submittal by

the Architect/Engineer shall be incorporated into the work in accordance with the terms and conditions of the Contract Documents. No further submission of this submittal is required.

3. **AMEND AND RESUBMIT (C)** - The content of this submittal has been reviewed by the Architect/Engineer and this review has determined that additional data and/or modification to the submitted data or other changes are required to bring the work represented in this submittal into compliance with the Contract Documents. This submittal shall be reviewed and revised in accordance with the Architect/Engineer's comments and resubmitted to the Architect/Engineer for review. The information contained on the resubmittal shall not be incorporated into the work until the submittal is returned to the Contractor marked "NO EXCEPTION TAKEN" or "MAKE CORRECTIONS NOTED".
4. **REJECTED (D)** - The content of this submittal has been reviewed by the Architect/Engineer and has been determined not to be in accordance with the requirements contained in the Contract Document and requires too many corrections or other justifiable reason. The submittal shall be corrected and resubmitted or a submittal of an alternate shall be provided. No items are to be fabricated under this mark.
5. **SUBMIT SPECIFIED ITEM (E)** - The content of this submittal has been reviewed by the Architect/Engineer and this review has indicated that the work displayed in the submittal is not in compliance with the Contract Documents. The Contractor shall submit another submittal for this portion of the work, which complies with the Contract Documents.
6. **RECEIVED (R)** - This submittal is accepted on the project and filed for record purposes only, in accordance with the terms and conditions of the Contract Documents. Documents marked "RECEIVED" will not be returned.

C. No payment will be made on any item for which a submission is required if such submission:

1. has not been made,
2. has been made but was not stamped "No Exceptions Taken" by Architect/Engineer,
3. has been made and stamped "Make Corrections Noted", but contractor has not complied with Architect/Engineer's notes marked on the submittal,
4. has been made and stamped "No Exceptions Taken", but item provided does not conform to the shop drawing nor to the Contract Documents.

D. Submittals not required by these specifications will not be recognized or processed.

E. Provide an 8-inch by 10-inch space for the Architect/Engineer's review stamp.

1.09 RESUBMISSIONS

- A. Prepare new and additional submissions, make required corrections, and resubmit corrected copies until found in compliance with the Contract Documents.
- B. On, or with, re-submittals, clearly describe revisions and changes made, other than the corrections requested by Architect/Engineer, which did not appear on the previous submissions.

1.10 CONTRACTOR'S RESPONSIBILITIES

- A. Architect/Engineer's review of submittals shall not relieve the Contractor of his/her responsibility for any deviation from the requirements of the Contract Documents nor relieve the Contractor from responsibility for errors or omissions in the submittals.
- B. No portion of the work requiring a submission shall be commenced until the Architect/Engineer has found the submission in general compliance with the Contract Documents.
- C. The Contractor shall provide written notification of any specification or drawing deviation.

1.11 EXCESS COSTS FOR ENGINEERING/ARCHITECTURAL SERVICES

- A. The Owner will charge to the Contractor, and will deduct from the partial and final payments due the Contractor, all excess engineering and architectural expenses incurred by the Owner for extra services (work) conducted or undertaken by the Architect/Engineer as stipulated below:
 1. Services and other similar charges because of the Contractor's errors, omissions, or failures to conform to the requirements of the Contract Documents as related to administrative charges associated with non-compliance with the requirements for making project submissions.
 2. Services and other similar charges required to examine and evaluate any changes or alternates proposed by the Contractor and which may vary from the Contract Documents.
 3. Services and other similar charges as a result of the Contractor's proposed substitution of materials, equipment or products which require a redesign of any portion of the project, as contained in the Contract Documents at the time of bid.
 4. Services and other similar charges as a result of the Contractor's proposed substitution of products which require an engineering and/or architectural evaluation, beyond the time stipulated in Section 012500, to determine if the substituted product is equal to that specified.
 5. Services and other similar charges as a result of changes by the Contractor to dimensions, weights, sizes, voltages, phase, horsepower, materials of construction, and similar physical or operating characteristics of the product furnished which require redesign of the project in any way.
 6. Services and other similar charges for the review of resubmissions of shop drawings that have been marked as "No Exceptions Taken" or "Make Corrections Noted".
 7. Services and other similar charges for the review of shop drawings submitted more than two (2) times for the same product or portion of the work.

1.12 MISCELLANEOUS SUBMITTALS

- A. Provide a Submittal Schedule within seven (7) calendar days from the date of the Notice to Proceed. The Submittal Schedule shall list all submittals for the project referenced by draft log number. Provide the estimated date that the submittal will be transmitted to the Architect/Engineer for review.
- B. Within seven (7) calendar days from the date of the Pre-Construction Meeting, submit a Proposed Products List. This list shall be a complete listing of all products proposed for use, with name of manufacturer, service headquarters, trade name and model number of each product. Partial listings will not be accepted.
- C. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

1.13 SUBCONTRACTOR LIST

- A. The Contractor shall submit, on AIA Form G705, within THIRTY (30) calendar days after the date of the Notice to Proceed, a list of all subcontractors, including the names of the major subcontractors that were submitted at the time of the bid.

1.14 MATERIAL SAFETY DATA SHEETS (MSDS)

- A. Comply with "Right to Know" requirements of Chapter 551 of Laws of New York, 1980, concerning notification of the use of toxic substances.
- B. Any product or substance used by the Contractor or its subcontractors which is listed in Subpart Z of OSHA Part 1910 Title 29 of the Code of Federal Regulations entitled "Toxic and Hazardous

"Substances" shall be identified to the Owner/Architect/Engineer by the Contractor's submission of a standard Material Safety Data Sheet (MSDS) in accordance with "Right To Know" requirements.

- C. Products will not be permitted to be kept on site without a MSDS.

1.15 SHOP DRAWINGS

- A. Submit shop drawings for all fabricated work, for all manufactured items and for items specifically required by the specifications.
- B. Submit one (1) electronic copy of each standard drawing, catalog cut, or other material. All shop drawings or submittals that are not in the standard 8-1/2" x 11" format shall be submitted both electronically and in paper. Samples shall be delivered directly to the office of the Architect/Engineer. The Architect/Engineer will return an electronic copy of each submittal once reviewed.
- C. Subcontractors shall submit shop drawings directly to the Contractor for checking. Thoroughly check subcontractors' shop drawings for measurements, sizes of members, details, materials, and conformance with the Contract Documents.
 - 1. Return submittals which are found to be inaccurate or in error.
 - 2. Do not submit to the Architect/Engineer until all corrections have been made.
- D. Clearly show the relationship of the various parts of the project and where the information provided on the submission depends upon field measurements and existing conditions.
- E. The Contractor shall make all measurements, confirm existing conditions, and include them on the shop drawings before making a submission to the Architect/Engineer.
- F. Submissions for a single item, or group of related items shall be complete.
- G. When submitting manufacturers' catalogs, pamphlets or other data sheets, in lieu of prepared shop drawings, clearly mark the items being submitted for review.
- H. If the shop drawings contain any departures from the contract requirements, specifically describe them in the letter of transmittal.
 - 1. Where such departures require revisions to layouts, structural, architectural, electrical, HVAC or any other changes to the work as shown, Contractor shall, at his own expense, prepare and submit revised drawings accordingly.
 - 2. Make drawings the same size as the Contract Drawings and to the same scale.

1.16 SAMPLES

- A. Where required, or where requested by the Architect/Engineer, submit sample or test specimens of materials to be used or offered for use.
 - 1. Samples shall be representative, in all respects, of the material offered or intended, shall be supplied in such quantities and sizes as may be required for proper examination and tests, and shall be delivered to Architect/Engineer, prepaid, along with identification as to their sources and types of grades.
 - 2. Submit samples well in advance of anticipated use to permit the making of tests or examinations.
- B. Samples will be checked for conformance with the design and for compliance with the Contract Documents.

- C. Work shall be in accordance with the approved sample. The use of materials or equipment for which samples are requested or required to be submitted is not permitted until such time that the Architect/Engineer has completed his review.

1.17 MANUFACTURER'S INSTRUCTIONS

- A. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to Architect/Engineer.
- B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation. Provide manufacturer's instructions with shop drawings.

1.18 CERTIFICATIONS

- A. Submit certifications of compliance indicated in the Contract Documents.
- B. Certifications shall be complete and exact, they shall be properly authenticated by the written signature, in ink, of an owner, officer or duly authorized representative of the person, firm or organization issuing such certification and they shall guarantee that the materials or equipment are in complete conformance with the requirements of these specifications.

1.19 COLORS AND PATTERNS

- A. Unless the precise color and pattern are specified, whenever a choice of color or pattern is available in a specified product, submit accurate color and pattern charts for Architect/Engineer's and Owner's review and selection.

1.20 MANUFACTURER'S SERVICE CENTER

- A. The product of a manufacturer who does not maintain an adequate nearby service center and a sufficient stock of spare parts are subject to rejection by Architect/Engineer solely on that basis.
- B. With each submission, submit information on manufacturer's facilities and give complete details of his service policies and capabilities, and a general idea of the stock of spare parts available. Submit this information in the form of a certification. Also include names, addresses and telephone numbers of at least three of the service center's present customers who are in the area of the project.

1.21 TEST RESULTS AND INSTALLATION

- A. Whenever field startup services are specified, the Contractor shall obtain from the manufacturer and submit to the Architect/Engineer Manufacturer Startup Reports (MSR's). The report shall detail the results of the field visit and all special conditions resulting from the startup.
- B. Whenever field or factory tests are required on materials, equipment and systems, such tests shall be performed and the test results submitted to Architect/Engineer in the form of a MSR.
- C. Do not deliver to the project or incorporate into the work any materials or equipment for which Architect/Engineer has not completed his review and found same to be in general conformance with the Contract Documents.
- D. Submit MSR's within thirty (30) calendar days after the date of the startup or factory test.

1.22 SPARE PARTS LIST

A. Prepare a list of all spare parts specified to be provided in other Sections. Compile the total list for the purposes of reviewing actual spare parts delivered versus spare parts specified to be provided. The list shall reference the Section, model number, and quantity to be provided.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

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CONTRACTOR'S COMPANY NAME
ADDRESS

SUBMISSION TRANSMITTAL FORM

CLIENT NAME: Riverhead Water District

PROJECT TITLE: Rehabilitation of Plant No. 10 Steel Ground Storage Tank

H2M PROJECT NO.: RDWD2002

Product, Item, or System Submitted:			
Submission Date:		Submission Log No.:	
Specification Section:		Paragraph Reference:	
Contract Drawing Reference(s):			
Manufacturer's Name:			
Manufacturer's Mailing Address:			
Manufacturer's Contact Information:	Name	() Tel. no.	Email
Supplier's Name:			
Supplier's Mailing Address:			
Supplier's Contact Information:	Name	() Tel. no.	Email
This item is a substitution for the specified item:	<input type="checkbox"/> No		<input type="checkbox"/> Yes
		<u>Contractor's Brief Comments or Remarks</u> (attach separate letter as needed):	
Contractor's Approval Stamp with Signature & Date		By making this submission, we represent that we have determined and verified all field measurements and dimensions, field construction criteria, site and building constraints in terms of limitations in moving the item into the enclosed space, materials, catalog and model numbers and similar data and that we have checked and coordinated this submission with other work at or adjacent to the installed location in accordance with the requirements contained in the Contract Documents.	

END OF SECTION 013300

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Codes
- B. Governing agencies
- C. Permits

1.02 CODES

- A. Comply with the requirements of the various codes referred to in these Specifications. Such codes shall be the date of the latest revision in effect at the time of receiving bids.
- B. If there is a conflict between local, state, and/or Federal regulatory requirements, seek a consultation with the State Department of Labor. Resolve conflicts to the satisfaction of the State Department of Labor prior to commencing work.

1.03 GOVERNING AGENCIES

- A. All work shall conform to and be performed in strict accordance with all governing agencies such as, but not limited to:
 - 1. Occupational Safety and Health Act - OSHA
 - 2. State Department of Environmental Conservation
 - 3. National Fire Protection Association - NFPA
 - 4. State Plumbing Code
 - 5. County Department of Health
 - 6. Town Codes, Rules, Laws and Ordinances
 - 7. Local Water District
 - 8. Village Codes
 - 9. New York State Department of Health
 - 10. ANSI/NSF Standard 61

1.04 PERMITS AND INSPECTIONS

- A. Representatives of the Owner shall have access to the work for inspection purposes. The Contractor shall provide facilities suitable to the Owner to facilitate inspections of the installed work.
- B. Obtain and pay for all permits, fees, licenses, certificates, inspections and other use charges required in connection with the work.
- C. Such permits include, but are not limited to:
 - 1. Dewatering Permit
 - 2. Transportation and disposal of construction debris
 - 3. Lead abatement permit, if needed.
- D. A New York Board of Fire Underwriters inspection or certificate is not required.
- E. The following permits and/or certifications will be obtained by the Owner from the appropriate permitting agencies:
 - 1. Suffolk County Department of Health 348 – Public Water Supply Improvement.

1.05 LISTINGS

- A. Equipment and materials for which Underwriters' Laboratories, Inc. (UL) provides product listing service, shall be listed and bear the listing mark. Alternately, ETL Testing Laboratories, Inc. Product Safety Testing Listing is acceptable if the listed product has been tested to the applicable UL Standard.

1.06 FIRE RESISTANT CONSTRUCTION MATERIALS AND ASSEMBLIES

- A. Conform to the fire rating classifications based upon the test methods and acceptance criteria in the Standard, Fire Tests of Building Construction and Materials for which Underwriters' Laboratories, Inc. (UL) provides listings.
- B. Materials and assemblies shall comply with the acceptance criteria, detailed description of the assembly, its performance in the fire test and other pertinent details such as specification of materials, Classification coverage, and alternate assembly details.
- C. Alternatively, fire resistance rating classifications by other issuing organizations listed in the Fire and Building Codes are acceptable.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION 014100

PART 1 - GENERAL**1.01 SECTION INCLUDES**

- A. Asbestos and lead-based paint certification.
- B. Moisture control.

1.02 RELATED SECTIONS

- A. Section 014100 - Regulatory Requirements
- B. Section 015719 - Temporary Environmental Controls

1.03 ASBESTOS AND LEAD-BASED PAINT CERTIFICATION

- A. Contractor shall submit the enclosed "Asbestos and Lead-Based Paint Certification" upon completion of all work.

1.04 MOISTURE CONTROL

- A. The Contractor shall maintain a strict policy and protocol for the control of water infiltration and moisture build-up during the course of the project. The plans and specifications are not intended to depict each and every condition or detail of construction. As the knowledgeable party in the field, the Contractor is in the best position to verify that all construction is completed in a manner which will provide a watertight structure. The Contractor has the sole responsibility for ensuring the watertight integrity of the structure. The Contractor's contractual obligations include, but are not limited, to the following:
- B. Water Infiltration: If the Contractor observes water infiltration (unintended) into a completed building or an ongoing construction site, he must immediately report the condition to the Owner and Architect/Engineer, and shall immediately take steps to investigate the source of the water infiltration, identify the responsible party (person who performed work that resulted in water infiltration) and devise a procedure to promptly eliminate water infiltration into the building.

1.05 SUBMITTALS

- A. Contractor shall submit completed and notarized "Certification of Asbestos and Lead-Based Paint" form.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

This space left intentionally blank.

**Certificate of Asbestos and Lead-Based Paint
(New Work)**

Client's Name: _____

Project Location: _____

Project Address: _____

Project Name: _____

Project Number: _____

CERTIFICATION:

This Contractor hereby certifies that no asbestos-containing material and lead-based paint, as defined by applicable federal and state regulations, has been furnished or installed at the referenced project:

Contractor Name: _____

Signature: _____

Address: _____

Telephone: _____ Date Executed: _____

This Form Shall Be Notarized

END OF SECTION 014536

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. This Section supplements the General Conditions.
- B. The Work of this Section includes temporary facilities, utilities, and controls to be furnished by the Contractor for this project as it is specified herein.

1.02 CARE AND PLACEMENT

- A. All temporary and permanent facilities and controls and all other elements on the project site shall meet all standards of the Occupational Safety and Health Act of 1970 and subsequent revisions. The Contractor shall comply with all requirements of the Act.
- B. The Contractor shall take every precaution and shall provide such equipment and facilities as are necessary or required for the safety of its employees and persons at the site.
- C. In the event of damage to existing and/or temporary facilities then immediately make all repairs and replacements to an equal condition prior to the event.

1.03 QUALITY PERFORMANCE

- A. Comply with and perform all work in accordance with the requirements of local authorities and utility companies having jurisdiction, and all applicable codes, regulations and ordinances.
- B. Secure approvals from the appropriate jurisdictions and utility companies on all repairs, relocations, connections, disconnections and the Work.
- C. All barricades, warning signs, lights, temporary signals and other protective devices shall conform with "Manual on Uniform Traffic Control Devices for Streets and Highways", US Government Printing Office.

1.04 SUBMITTALS

- A. The Contractor shall provide a list of contact numbers as follows:
 - 1. Contractor's superintendent and office project manager (home, beeper, cellular, office, fax, trailer, and email address).
 - 2. All subcontractors.
 - 3. All utility companies.
 - 4. Emergency services such as fire department, police, and ambulance.
 - 5. Contractor shall also submit the following:
 - a. Name and qualifications of person or persons who shall be available to render first aid.
 - b. Names, addresses and telephone numbers of personnel who can be telephoned and act on behalf of Contractor in the event of emergencies or other problems requiring prompt attention during winter shutdown, holidays, nights and other periods when the Contractor's superintendent may be absent from the project site.

1.05 CONTRACTOR'S RESPONSIBILITY

- A. The Contractor shall be responsible for the installation, performance, maintenance, and repair of all temporary facilities and controls specified herein this Section as originally provided.
- B. The Owner reserves the right to immediately correct a Contractor caused action, if in the opinion of the Owner, the situation may result in the immediate loss of life, property, and

degradation of the environment. The costs for actions taken by the Owner shall be deducted from money due or to become due the Contractor. Amounts in excess shall be paid by the Contractor.

- C. If the Contractor caused situation is not deemed immediate, then the Contractor shall, within 24 hours of receipt of written and/or verbal notice, correct the defect or unsatisfactory condition.
- D. The Owner may repair, correct, replace, or install temporary facilities to correct the situation if the Contractor fails to perform within the allowed time. The costs to make the corrections shall be deducted from money due or to become due the Contractor. Amounts in excess shall be paid by the Contractor.

PART 2 - PRODUCTS

2.01 GENERAL

- A. The Owner may use temporary power lines, pipes, roadways or other facilities that each Contractor furnishes, installs, and maintains (then removes at the completion of the work), during the period of construction.
- B. The location of all temporary power lines, roadways, and other necessary temporary facilities shall be subject to the approval of the Architect/Engineer, and these shall be located and operated so as not to interfere with the operation of the facilities.

2.02 WATER FOR CONSTRUCTION PURPOSES

- A. The Contractor shall obtain water from the nearest potable water source as designated by the Owner.
- B. The Owner will pay for water usage for general construction activities such as dust control and for sanitary purposes, like hand washing.
- C. Potable water, used for pipe exfiltration testing, process tank testing, storage tank testing, or elevated water storage tank testing, will not be paid for by the Owner. The Contractor shall include the costs for water for this purpose in the price as-bid.
- D. The Contractor shall install his or her own backflow prevention device at the supply point where it is connected to the Owner's system.
 1. The water purveyor shall approve the device.
 2. The device shall be tested and certified as functioning properly.
 3. Post the certification in a location acceptable to the water purveyor.
- E. A water meter shall also be installed on any water service lines used to supply water for exfiltration testing.
- F. The Contractor shall exercise measures to conserve water.
- G. Provide insulation and heat tracing to prevent freezing of temporary piping. Drain hoses at the end of each use.
- H. All Contractors, subcontractors, and personnel involved in the project shall be permitted to use water for construction purposes as provided under this paragraph.

2.03 SANITARY FACILITIES

- A. The Contractor shall provide and maintain his or her own temporary toilet facilities and enclosures.
- B. These facilities shall be maintained in a strictly sanitary manner and be screened from the general public.
- C. All facilities shall be in accordance with the Occupational Safety and Health Act (OSHA) standards and all other applicable local codes.
- D. The locations of such facilities shall be determined by the Architect/Engineer or the Owner and be shown on the General Contractor's Site Utilization Plan.
- E. All applicable codes and regulations regarding the maintenance and method of waste disposal for these facilities will be strictly enforced. These facilities shall be of the portable type.
- F. The Owners sanitary facility will not be available for use by the contractor.
- G. Comply with the requirements also contained in Section 015719 - Temporary Environmental Protection.

2.04 HEAT

- A. The Contractor shall provide and pay for heating devices and fuel as required to maintain adequate heat for specific construction operations; i.e. painting, application of coatings, etc. where so specified elsewhere in these specifications.
- B. Maintain minimum ambient temperature of 40 degrees F in areas where construction is in progress, unless otherwise indicated in specifications or as required by proposed working conditions and manufacturer's installation/application instructions.

2.05 VENTILATION

- A. The Contractor shall ventilate enclosed areas to assist in the curing of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors or gases.

2.06 BARRIERS AND PROTECTION

- A. The Contractor shall provide railings, barricades, signs, fences and other protective devices to prevent unauthorized entry to construction areas, to allow for the Owner's safe use of the site and to protect existing facilities and adjacent structures from damage from the work.
- B. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing buildings.
- C. Provide protection for plant life designated to remain.
- D. Protect vehicular traffic, stored materials, public utilities, site and structures from damage.
- E. Provide warning signs, detour signs and other traffic control devices to insure the safety of plant operators and to adequately direct traffic around the work. Illuminate barricades, obstructions, and warning signs from sunset to sunrise.

2.07 TEMPORARY FENCING

- A. The Contractor is responsible for performance compliance with OSHA standards.
- B. The Contractor shall provide temporary safety fence around all open excavations or other dangerous conditions on the construction site.
 - 1. All temporary safety fencing shall be designed and erected in compliance with OSHA standards, but in no case less stringent than these specifications for fencing.
 - 2. Fence is to be bright orange in color, a minimum of 4 feet high, and properly secured using 1" diameter steel pipe at 4'-0" on-center as support posts.
 - 3. Stake each support post to a depth of 18" and tamp securely into place.
 - 4. Each post shall be plumb.
 - 5. Secure fencing to posts using heavy-duty 12" long cable ties or tie wire.
 - 6. The fence and supports shall remain the property of the Contractor and be promptly removed at the appropriate time.

2.08 TEMPORARY HANDRAILS AND SCAFFOLDS

- A. All temporary handrailing and scaffolds shall be designed and erected in compliance with OSHA standards. The Contractor is responsible for performance compliance with OSHA standards.
- B. Handrails shall be securely installed and maintained in accordance with OSHA regulations until the permanent railing or grating has been permanently installed and approved by the Architect/Engineer.
- C. All scaffolding and platforms shall be erected in a safe and substantial manner complying with OSHA requirements.
- D. All temporary handrails and scaffolds shall be designed by a professional engineer licensed in the state where the project is being constructed.
 - 1. The design drawings and details shall be stamped by the licensed engineer and submitted for record purposes.
 - 2. The Contractor's design engineer shall visit the site to certify that the handrailing and/or scaffolds have been erected pursuant to the stamped design.

2.09 DUST CONTROL

- A. The Contractor shall provide measures to control dust resulting from the work.
- B. Control dust at locations and in such quantities and frequencies as required to prevent dust from becoming a nuisance to the surrounding area.
- C. In the event the Contractor does not adequately provide for dust control, or should insufficient quantities of dust control agents be placed and Contractor fails to place additional quantities within 4 hours after Architect/Engineer's direction, Owner will perform the required work by whatever means deemed expedient and all expenses incurred by Owner will be charged to and paid by Contractor.
- D. Take care in selecting and applying dust control agents so as not to make roadways or walkways slippery, muddy or hazardous. Dust control agents shall be acceptable to the Architect/Engineer.
- E. The Contractor shall provide all roadways with dust control.

2.10 RUBBISH REMOVAL

- A. The Contractor shall be responsible for overall rubbish removal.
- B. Burning of rubbish and trash will not be permitted.
- C. The Contractor shall clean up trash as specified in Section 011400 - Work Restrictions or more often if the trash interferes with the work of others, presents a hazard or if directed by the Architect/Engineer.
- D. Dispose of rubbish and waste materials in accordance with state regulations and local ordinances.
- E. The Contractor shall also place rubbish containers at locations selected by the Architect/Engineer.
 - 1. Furnish adequately sized rubbish containers from the date of initial mobilization to the date of final payment.
 - 2. As a minimum, the Contractor shall furnish ten (10) 55-gallon general trash containers. Secure the top of each container to the container.
 - 3. Secure the container itself so that it does not get blown about the site.
- F. The Contractor shall be responsible for maintaining the site free of trash.

2.11 SNOW REMOVAL

- A. The Contractor shall be responsible for maintaining roads, walkways, sidewalks, and parking areas/lots free of snow. Provide snow plowing during and after each snow fall equal to or greater than 1.0 inch as reported by the local weather service.
- B. Any damage resulting from the Contractor's snow clearing operations shall be immediately repaired at no additional cost to the Owner.

2.12 ENCLOSURES

- A. The Contractor shall provide and maintain temporary enclosures, sheds, or fenced-in areas to accommodate protection for products, material and equipment.
- B. Store equipment that cannot be exposed to outdoors in accordance with Section 016500 - Product Delivery, Storage and Handling.

2.13 SECURITY

- A. The Contractor shall provide security and facilities to protect work from unauthorized entry, vandalism and theft.
- B. Coordinate with Owner's security program, if applicable.
- C. The Contractor has full responsibility for the working area until final acceptance and payment.
- D. The Contractor shall maintain the perimeter fence that pre-existed prior to the start of construction. A temporary perimeter fence shall be required at all times during the construction and until the new perimeter fence is installed, or until the project is accepted by the Owner.
- E. It shall be the Contractor's responsibility to lock all gates to the site, and on the access road, at the end of each work day.

- F. All on-site employees shall bear, at all times, an identification badge, conspicuously worn, which shall include, at a minimum, a passport or similar size photograph, the name of the employee and the name of the company.
- G. All company vehicles shall be conspicuously identified, through sufficiently sized lettering on both the passenger and driver sides, with the company name, address and telephone number.
 - 1. All employee owned vehicles shall have an 8-1/2 inch by 11 inch sign with the company name, address and telephone number placed on the dashboard on the driver side.
 - 2. Vehicles may be subject to search by the Owner or owner's representatives.
 - 3. Any vehicle that does not have the company name, address and telephone number will not be permitted on the Owners' property.
- H. Submit to the Owner a complete listing of all employees that will or might be performing work at the project site.
 - 1. Furthermore, provide sufficient information as may be required for the Owner to conduct background checks, in accordance with the Fair Credit Reporting Act.
 - 2. Background checks may be performed at the discretion of the Owner due to the sensitive nature of the work and the extensive, and sometimes unsupervised, access to Owner property and buildings.
 - 3. The Contractor shall be required, on request from the Owner, at any time prior to or during the work, to provide releases from its employees and officers to the Owner, H2M, and a background search firm, hired by either the Owner or H2M, to conduct background checks in accordance with the Fair Credit Reporting Act and applicable state law.

2.14 PARKING

- A. Do not allow heavy construction vehicle parking on existing pavement, if existing pavement is not scheduled for replacement or restoration.
- B. Provide and maintain access to fire hydrants, building entrances, process tanks, doors and the work in general.
- C. The Contractor shall have his or her employees and subcontractors park in areas designated by the Owner/Architect/Engineer.
- D. If designated on the Contract Drawings, then only use those areas for parking.

2.15 DAMAGES

- A. The Contractor, with the prior approval of the Owner/Architect/Engineer, shall promptly repair any damage, directly or indirectly caused by the Contractor's operations.
- B. All repairs shall be to the complete satisfaction of the Owner and equal in quality to that which pre-existed.

2.16 FIRST AID FACILITIES & EMERGENCY TELEPHONE NUMBERS

- A. The Contractor shall provide and maintain adequately equipped first aid facilities in a location or at locations that are readily accessible to workmen, Architect/Engineer and visitors to the site.
- B. Provide at least one on-site employee who is properly trained in first aid and who shall be available to render first aid whenever construction is in progress.
- C. Provide a list of emergency telephone numbers as specified above.

D. Post the list of emergency telephone numbers as directed by the Architect/Engineer.

2.17 POLLUTION CONTROL

- A. Do not permit pollutants, such as chemicals, fuels, lubricants, calcium chloride, sewage, water containing sediments and other deleterious, poisonous, toxic or oxygen demanding substances to enter or leach into streams, lakes, wetlands, other surface waters, into groundwater, or into the air.
- B. In waters used for public water supply or used for trout, salmon or other game or forage fish spawning or nursery, control measures must be adequate to assure that turbidity in the receiving water will be increased not more than 10 standard turbidity units (s.t.u.) in the absence of other more restrictive locally established limitations, unless otherwise permitted by the State.
- C. In no case shall the classification for the surface water be violated, unless otherwise permitted by the State.
- D. In water used for other purposes, the turbidity shall not exceed State limits.

2.18 REMOVALS

- A. Remove all items provided under this Section except as otherwise specified.

PART 3 - EXECUTION

3.01 PROTECTION OF EXISTING UTILITIES AND PUBLIC WORKS

- A. Maintain and protect existing utilities and public works including, but not limited to, conduits, sewers, water mains, electric and telephone conductors or conduits, and gas mains encountered during the construction.
- B. In the event that it is not possible to cross over, under, around or otherwise avoid the existing utility, the owner of the utility shall be notified that the utility must be altered or moved.
- C. In the event that damage shall result to any service pipe for water or gas, or any private or public sewer or conduit, the Contractor shall immediately, and at its own expense, repair same to the satisfaction of the Architect/Engineer.
- D. Any contents from the pipes, sewers or conduits shall be immediately removed and disposed in accordance with applicable laws.

3.02 REMOVAL OF UTILITIES, FACILITIES AND CONTROLS

- A. Remove temporary above grade or buried utilities, equipment, facilities and materials, immediately following substantial completion and prior to release of retainage.
- B. Remove underground installations to a minimum depth of 2 feet.
- C. Regrade site to restore to existing slope and elevation, and restore the surface.
- D. Clean and repair damage caused by installation or use of temporary work.
- E. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.
- F. Remove temporary parking and access roads.

- G. Regrade area to existing slope and elevation and restore the surface to its existing condition.
- H. Final payment will not be processed until all removals have been completed to the satisfaction of the Owner/Architect/Engineer.

3.03 PROTECTION OF EXISTING PROPERTY

- A. Protect existing structures and finishes during performance of the work.
- B. Protect existing trees and plants during performance of the work.
- C. Do not deposit excavated materials or store materials around trees or plants or attach guy wires to trees.

END OF SECTION 015000

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Environmental Control.
- B. Temperature Control.

1.02 ENVIRONMENTAL CONTROL

- A. Dehumidification will be used to control the environment in the space, 24 hours a day during the interior blast cleaning, coating application and curing time to attain and maintain moisture levels recommended by coating manufacturer.
- B. Equipment shall conform to the following requirements:
 - 1. Desiccant dehumidifiers will be a solid desiccant design having a single rotary desiccant wheel capable of fully automatic continuous operation. No liquid, granular or loose lithium chloride drying systems will be accepted. The dehumidification system may consist of a combination of desiccant and refrigerant equipment for year round use to maintain very low dew points.
 - 2. Dehumidification equipment will continuously maintain a lower dewpoint of 15-20°F differential between the substrate surface temperature and the space air dew point temperature with a relative humidity not to exceed 35% to 45% during the blasting, coating, and cure cycles.
 - 3. Air change rate for maintaining these parameters may be anywhere from 1.0 to 6.0 or more to hold the desired degree of cleanliness of the blast. This is determined by the volume of a given space, time of the year, and time required to hold the blast. Ancillary exhaust and/or dust collection systems can also affect the air change rate. Air rate changes are usually sufficient to maintain safe Lower Explosive Limits during applications. Consult the Paint Manufacturer.

1.03 TEMPERATURE CONTROL

- A. Auxiliary heat, cooling and/or insulation will be necessary to maintain the surface temperature between 50°F and 75°F during application of the coating systems.
- B. This auxiliary equipment must be approved for use by the supplier of the dehumidification equipment and will meet the following requirements:
 - 1. Heaters and refrigerant type systems will be installed in the process air supply duct between and/or blended with the dehumidifier as close to the space as possible.
 - 2. Only electric, indirect fired combustion, or steam coil auxiliary heaters will be used. No direct fired space heaters will be allowed during the blasting, coating, or curing phases.
 - 3. Heaters will be equipped with controls that automatically turn the heater off if the airflow is interrupted or the internal temperature exceeds its design temperature or that of the supply duct.
 - 4. Seal the area where dehumidification and/or heat is introduced to allow the air to escape away from the entry point while maintaining a slight positive pressure unless dust from the operation is hazardous. The design of the filter system, if necessary, will be designed so that it does not interfere with the dehumidification equipment's ability to control the dew point and temperature parameters in that space. Do not recirculate the air from the space or from the filtration equipment back through the dehumidifier during the coating application or when solvent vapors are present.
 - 5. Duct discharge shall be located to provide for even heating of all coated interior surfaces.

1.04 VENTILATION

- A. Ventilation will be required to maintain adequate circulation of the interior air within the containment system to eliminate solvent vapors. Circulation fans will be used during the heating period to distribute heated air. Intake, exhaust and circulation fans will be used to eliminate solvent vapors and aid the coating cure. Additional ventilation and heating may be required should water quality during subsequent filling of the tank not meet the local Department of Health requirements. The cost of any additional ventilation and testing will be the responsibility of the Contractor.

PART 2 - PRODUCTS

NOT USED.

PART 3 - EXECUTION

NOT USED.

END OF SECTION 015124

PART 1 - GENERAL**1.01 SECTION INCLUDES**

- A. Water Storage Tank Containment System.
- B. Decontamination Trailer.
- C. Community Air Monitoring Program Requirements.

1.02 REQUIREMENTS

- A. The containment enclosure shall conform to SSPC Class 2A, as described in SSPC Guide - 6 Revision 10/2004.
- B. Pipe Scaffolding Containment System
 - 1. The enclosure shall be designed according to current OSHA standards including backrails, end rails, toe boards, and stairways.
 - 2. The enclosure shall be designed such that it does not impose excessive loads on the tank or tank appurtenances.
 - 3. The enclosure shall be designed to be dismantled or withstand wind speeds up to hurricane strength when totally wet to prevent storm damage to the enclosure, the tank, personnel, and surrounding property.
 - 4. Contractor shall provide a wind monitoring gauge capable of logging wind speeds no less than every ten (10) minutes. The Contractor shall provide documentation of wind speeds to the Architect/Engineer/owner on a daily basis when requested.
- C. Curtain Containment System
 - 1. The enclosure shall be designed to be raised and lowered within 15 minutes to prevent storm damage to the enclosure, the tank, personnel, and surrounding property.
 - 2. The enclosure shall be designed such that it does not impose excessive loads on the tank or tank appurtenances.
 - 3. The enclosure shall be designed to withstand wind speeds up to 30 mph when totally wet.
 - 4. Alternate Surface Preparation Containment System
 - a. Alternate systems shall be required to conform to the requirements of SSPC Class 2A containment systems during all surface preparation operations.
- D. Painting Containment System
 - 1. Painting containment systems shall be required to conform to the requirements of SSPC Class 2A containment systems during all painting operations.
- E. Wind Monitoring Equipment
 - 1. The contractor shall provide a wind monitoring gauge that is capable of logging the wind speed no less than every 10 minutes. The contractor will maintain this information and provide copies to the owner/Architect/Engineer upon request.
 - 2. Wind monitoring equipment shall be mounted such that it can take and log wind speeds at the top of the tank.

1.03 SUBMITTALS

- A. Submit under provisions of Section 013300.
- B. Submit a detailed plan on the method(s) to be employed to protect adjacent structures and property including, but not limited to, the following:
 - 1. Detailed drawings of the containment system.
 - 2. Detailed description of the decontamination trailer.

3. Type and weight of shrouding.
4. Type and style of wind monitor gauge.
5. Ventilation and dust collection system.
6. Type and style of wind meter.
7. Emergency response plan.

C. The Contractor shall submit for the Architect/Engineer's review, any and all proposed permanent or temporary tank attachments, construction aids, etc. The Architect/Engineer shall determine whether these proposed attachments, construction aids, etc. shall be permitted to be permanently installed or be required to be removed. The installation, removals, touch-up painting, etc. process shall be approved by the Architect/Engineer prior to any installations.

D. No request for substitution shall be considered unless received in writing no less than two weeks prior to commencement of containment system installation.

1.04 REGULATORY REQUIREMENTS

- A. All work shall be performed in accordance with the New York State Department of Health's Generic Community Air Monitoring Plan (CAMP).
 1. VOC Monitoring, Response Levels and Actions
 - a. Volatile organic compounds (VOCs) must be monitored at the downwind perimeter of the immediate work area on a continuous basis or as otherwise specified.
 - b. Upwind concentrations should be measured at the start of each workday and periodically thereafter to establish background conditions.
 - c. The monitoring work should be performed using equipment appropriate to measure the types of contaminants known to be present. The equipment should be calibrated at least daily for the contaminant(s) of concern. The equipment should be capable of calculating 15-minute running average concentrations, which will be compared to the levels specified below:
 - 1) If the ambient air concentration of total organic vapors at the downwind perimeter of the work area or exclusion zone exceeds 5 parts per million (ppm) above background for the 15-minute average, work activities must be temporarily halted and monitoring continued. If the total organic vapor level readily decreases (per instantaneous readings) below 5 ppm over background, work activities can resume with continued monitoring.
 - 2) If the total organic vapor levels at the downwind perimeter of the work area or exclusion zone persists at levels in excess of 5 ppm over background but less than 25 ppm, work activities must be halted, the sources of vapors identified, corrective actions taken to abate emissions and monitoring continued. After these steps, work activities can resume provided that the total organic level 200 feet downwind of the exclusion zone or half the distance to the nearest potential receptor or residential/commercial structure, whichever is less, but in no case less than 20 feet, is below 5 ppm over backgrounds for the 15-minute average.
 - 3) If the organic vapor level is above 25 ppm at the perimeter of the work area, activities must be shut down.
 2. Particulate Monitoring, Response Levels, and Actions
 - a. Particulate concentrations should be monitored continuously at the upwind and downwind perimeters of the exclusion zone at the temporary particulate monitoring stations. The particulate monitoring shall be performed using real-time monitoring equipment capable of measuring particulate matter less than 10 micrometers in size (PM-10) and capable of integrating over a period of 15 minutes or less for comparison to the airborne particulate action level. The equipment must be equipped with an audible alarm to indicate emissions exceeding the action level. In addition, fugitive dust migration shall be visually assessed during all work activities.
 - 1) If the downwind PM-10 particulate level is 100 microgram per cubic meter (mcg/m³) greater than background (upwind perimeter) for the 15 minute period

or if airborne dust is observed leaving the work area, then dust suppression techniques must be employed. Work may continue with dust suppression techniques provided that downwind PM-10 particulate levels do not exceed 150 mcg/m³ above the upwind level and provided that no visible dust is migrating from the work area.

- 2) If, after implementation of dust suppression techniques, downwind PM-10 particulate levels are greater than 150 mcg/m³ above the upwind level, work must be stopped and a re-evaluation of activities initiated. Work can resume if dust suppression measures and other controls are successful in reducing downwind PM-10 particulate concentration to within the 150 mcg/m³ of the upwind level and in preventing visible dust migration.
3. All readings must be recorded and be available for the Owner, Architect/Engineer, County Health Department's and Department of Environmental Conservation's review
- B. All work shall be performed in accordance with Emissions Standards for "Visible Air Contaminants" and "Control of Fugitive Particulate Matter".
- C. All workers engaged in paint removal operations must be protected in accordance with current OSHA and NIOSH regulations.
- D. A primary hand washing facility must be constructed, maintained and used in accordance with OSHA and NIOSH regulations.
- E. Comply with all local, state, and federal regulations concerning emissions or disposal of solid, particulate, liquid, or gaseous matter. These regulations include but are not limited to Resource Conservation and Recovery Act (RCRA), Toxic Substance Control Act (TSCA), United States Environmental Protection Agency (USEPA), and New York State Department of Environmental Conservation (NYSDEC).
- F. The decontamination trailer must be constructed, maintained and used in accordance with all OSHA and NIOSH regulations.
- G. Burning of materials on site is prohibited.
- H. The Contractor shall pay all fines imposed on the Owner, Architect/Engineer or Contractor because of the Contractor's negligence, non-conformance, or non-compliance.

1.05 QUALIFICATIONS

- A. Prepare shop drawings under direct supervision of a Professional Engineer (Structural) experienced in design of this work and licensed in the State of New York.

1.06 ENVIRONMENTAL REQUIREMENTS

- A. The containment system must be lowered when wind speeds in excess of limitations indicated by the containment system designer are expected or experienced at the top of the tank.

PART 2 - PRODUCTS

2.01 COMPONENTS

- A. Full Containment Curtain: Flexible, flame resistant material; impervious to dust and wind; sufficiently translucent to allow the Contractor to work without artificial light; Geotarp as manufactured by EAGLE INDUSTRIES or specifically approved equal.
- B. Partial Containment Curtain: Flexible, flame resistant 85 percent mesh.

- C. Support Structure: Cables, chains, and structural steel members; sufficiently flexible to allow minor movement.
- D. Ground Cover: Must be impervious to abrasives and paint debris. Ground cover may be permeable to water.
- E. Dust Collectors: Exhaust fans equipped with dust bags.
- F. Decontamination Trailer: OSHA 29 CFR 1910.141 compliant; including washing facilities, laundry facilities, clothing for employees and Architect/Engineer, and disposal facilities.

2.02 FABRICATION

- A. Fabricate curtain such that all horizontal and vertical joints are sealed and properly overlapped to prevent possible emissions.
- B. Fabricate curtain with resealable joints for entryways.
- C. Fabricate support structures to allow minor movement of the enclosure and supports.
- D. Fabricate ground cover such that all joints are sealed and properly overlapped to prevent contamination of the ground.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Install containment system in accordance with approved shop drawings.
- B. Immediately repair all tears and holes in curtain.
- C. Provide ground cover in all areas adjacent to the tank for purposes of ensuring recovery of (a minimum) 95% of all spent abrasive, removed paint, debris from blast operations, and overspray.
- D. To ensure that minimal spent abrasive, removed paint and debris from blast operations are released onto the Owner's property, adjacent properties, streets, structures, or freshly painted surfaces, all spent abrasive and blasting debris shall be blown down from all surfaces, horizontal, vertical and protected, prior to lowering the containment curtain.
- E. No abrasive blasting will be permitted during painting operations.
- F. Remove containment system when no longer required, upon Architect/Engineer's approval.

3.02 FIELD QUALITY CONTROL

- A. The Architect/Engineer will take soil samples prior to commencement of the work and test the soil for background lead and heavy metal levels (TCLP). After work is completed, the Architect/Engineer shall resample in the same locations. If tests are not acceptable to the County Health Department and/or the New York State Department of Environmental Conservation, the Contractor will be responsible for immediate remediation to the approval of the County Health Department and/or the New York State Department of Environmental Conservation.
- B. Cleanup shall include vacuum or stripping of top layer of soil, or whatever method is approved by the Architect/Engineer.

- C. Filter all air removed from the tank interior so as not to release blasting debris. All disposable filters and/or dust bags utilized for the project must be characterized, tested and disposed of in accordance with all State and Federal regulations.
- D. For Worker Safety: Collect work site air samples and analyze in accordance with all current OSHA and NIOSH requirements. A minimum of four collection points are required at least 50 feet from the tank. Every two (2) hours, perform a set of three (3) tests within a ten (10) minute time period at each collection point. Record results of all testing and report any incidents of lead emission to the Architect/Engineer immediately.
- E. Any wastewater generated from either the decontamination trailer or construction procedures must be filtered or rendered non-hazardous prior to disposal. All wastewater will be characterized and sent for appropriate disposal according to all state and federal regulations.

END OF SECTION 015719

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. This Section includes the general requirements for products that are to be furnished, installed, or otherwise incorporated into the project.

1.02 QUALITY ASSURANCE APPLIES TO ALL PRODUCTS

- A. In addition to the Contractor's warranties and guarantees on materials and equipment required under the General Conditions of the Contract and the Technical Specifications contained hereinafter, the Contractor shall also be responsible for all materials, equipment, and products that have or is planned to be incorporated into the work.
 - 1. The Contractor shall be responsible for the finished work and that it accurately and completely complies with these Contract Documents.
 - 2. The Contractor shall be responsible for work performed by subcontractors, equipment suppliers, and material vendors.
 - 3. The Contractor shall be satisfied as to the product's performance before it is ordered for installation. At the Contractor's option, he/she shall have tested each product to determine compliance with these specifications.
- B. The Architect/Engineer may check all or any portion of the work and the Contractor shall afford all necessary assistance to the Architect/Engineer in carrying out such checks.
 - 1. Such checking by the Architect/Engineer shall not relieve the Contractor of any responsibilities for the accuracy or completeness of the work.
 - 2. Such checking is a courtesy service being provided by the Owner and does not relieve the Contractor of his/her responsibilities under this Construction Contract.
- C. If witnessed shop tests or inspections are required at the point of manufacture, the Contractor shall keep the Architect/Engineer advised as to the progress of the work to allow inspection at the proper time and place. Provide at least two (2) weeks advance notice before scheduled shop tests.
- D. Should a dispute arise as to the quality of workmanship, equipment or material performance, then the final decision regarding acceptability with these Contract Documents shall be that of the Owner.
- E. At the request of the Architect/Engineer, the Contractor shall promptly provide the services of a competent representative of the manufacturer at the project site, fully equipped and prepared to answer questions, perform tests, make adjustments and to prove compliance with the Contract Documents free of all additional charges. Proof of compliance shall be the responsibility of the Contractor, and such special visits to the project site by the manufacturer shall not be eligible under any cash allowances or stipulated man-hours necessary to startup the system and/or train the Owner as may be specified in the Technical Specifications.

1.03 QUALITY ASSURANCE - EQUIPMENT

- A. Erect and install products under the supervision of a competent and experienced superintendent. The method of installation, including anchorage, clearances, and tolerances for rotating assemblies, methods of support for equipment and adjacent piping, shall be as recommended by the equipment manufacturer unless detailed on the Drawings or specified.
- B. All material furnished shall be new, and guaranteed free from defects in workmanship, installation, and design.

- C. Design and fabricate equipment in conformance with ANSI, ASTM, ASME, ASHRAE, IEEE, NEC and NEMA Standards.
 - 1. Equipment shall withstand the stresses that may occur during fabrication, testing, transportation, installation and conditions of operation.
 - 2. Pumps shall conform to the requirements of the Hydraulic Institute.
 - 3. Equipment shall comply with the latest OSHA regulations and the ANSI Safety Standards.
- D. Equipment shall be products of manufacturers who produce evidence of their ability to promptly furnish any and all interchangeable replacement parts as may be needed at any time within the expected life of the equipment.
- E. Manufacturers shall also have readily available access to suitable and accurate testing facilities for performing the required shop tests.

PART 2 - PRODUCTS

2.01 MATERIALS AND EQUIPMENT

- A. Equipment shall have been in successful regular operation under comparable conditions for a period of at least five (5) years.
 - 1. This time requirement does not apply when the manufacturer posts an Owner/Architect/Engineer acceptable Performance Bond or Letter of Credit for the duration of the time period that will guarantee replacement of the equipment in the event of failure.
 - 2. The bond shall be in a form that is acceptable to the Owner's legal council.
- B. The Owner reserves the right to reject any material or equipment manufacturer who, although he appears to be qualified and meets the technical requirements, does not provide satisfactory evidence indicating adequate and prompt post-installation repair and maintenance service, as required to suit the operational requirements of the Owner.
- C. Whenever it is required that the Contractor furnish materials or manufactured articles or shall do work for which no detailed specifications are set forth, the materials or manufactured articles shall be of the best grade in quality and workmanship obtainable on the market from firms of established good reputation, or, if not ordinarily carried in stock, shall conform to the usual standards for first-class materials or articles of the kind required.
- D. Perform work in full conformity and harmony with the intent to secure the best standard of construction and equipment of the work as a whole or in part.
- E. Items of any one type of material or equipment shall be the product of a single manufacturer.
 - 1. For ease of the Owner in maintaining and obtaining service for equipment and for obtaining spare parts from as few places as possible, to the maximum extent possible, use equipment of a single manufacturer.
 - 2. The Architect/Engineer reserves the right to reject any equipment from various manufacturers if suitable equipment can be secured from fewer manufacturers and to require that source of materials be unified to the maximum extent possible.
- F. Substitute equipment shall not be fabricated nor installed until after written decision to accept request is received from the Architect/Engineer.

2.02 CONTROL PANELS, MCC'S AND SWITCHBOARDS

- A. All control panels, motor control centers, and switchboards shall be fabricated with pilot lights, selector switches, PLC, graphics display panels, elapsed time meters and other components that shall match.
 - 1. This does not require that all components be one manufacturer, but does require that the like components be of the same manufacturer.
 - 2. The Contractor shall coordinate the shop drawing submittals to indicate that all components have been selected on this basis.
 - 3. This requires the Contractor to advise each control panel supplier that product options are limited in this regard.
- B. Replacement of unlike products delivered to the job site shall be the responsibility of the Contractor.
- C. All costs associated with the replacement shall be borne by the Contractor.

2.03 NAMEPLATES

- A. Each unit of equipment shall have the manufacturer's name or trademark on a stainless steel nameplate securely affixed in a conspicuous place.
- B. The manufacturer's name or trademark may be cast integrally with stamp, or otherwise permanently marked upon the item of equipment.
- C. Such other information as the manufacturer may consider necessary for complete identification shall be shown on the nameplate.

2.04 FABRICATIONS

- A. Insofar as possible, shop prefabricate all items complete and ready for installation.
- B. Accurately fabricate all items to the details shown on the Drawings and on the shop drawings found in compliance with the Contract Documents.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Prior to work under any Section, carefully inspect the work of all other prime trades and verify that all such work is in conformance with the Contract Documents and is complete to the point where the work under that Section may properly commence.
- B. Avoid the need to remove and replace work and to avoid unnecessary cutting and patching.
- C. Inspect all surfaces to be sure that they have been properly prepared before applying new work to such surfaces.
- D. Verify that all work can be installed in strict accordance with the drawings and the approved shop drawings. Immediately report discrepancies to Architect/Engineer.
- E. Do not proceed with the work under any Section until these conditions are obtained.

3.02 INSTALLATION

- A. Furnish and install materials and equipment in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Contract Documents.
- B. All work shall be done in a workmanlike manner and set to proper lines and grades. The work shall be square, plumb and/or level as the case may be.
- C. Where performance criteria are specified, do all work necessary to attain the required end results.

3.03 FIELD QUALITY CONTROL

- A. Neither observations by Architect/Engineer nor inspections, tests or approvals by other persons shall relieve the Contractor from his obligations to perform the work in accordance with the requirements of the Contract Documents.
- B. If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to specifically be inspected, tested or approved by some public body, the Contractor shall assume full responsibility therefore, pay all costs in connection therewith, and furnish the Architect/Engineer with the required certificates of inspection, testing or approval.
- C. The Owner reserves the right to independently perform laboratory tests on random samples of material or performance tests on equipment delivered to the site.
 1. These tests, if made, will be conducted in accordance with the appropriate referenced standards or specification requirements.
 2. The entire shipment represented by a given sample, samples or piece of equipment may be rejected on the basis of the failure of samples or pieces of equipment to meet specified test requirements.
 3. All rejected materials or equipment shall be removed from the site, whether stored or installed in the work, and the required replacements shall be made, all at no additional cost to Owner.

3.04 ADJUST AND CLEAN

- A. Upon the completion of installations, and as a condition of its acceptance, visually inspect all work, adjust all components for proper alignment and touch-up abrasions and scratches to make them completely invisible.
- B. Thoroughly examine all materials and equipment with protective or decorative finishes for defects and damage prior to being covered.
 1. In the case of buried items of work, restore protective surface covers so as to conform to the Contract Documents prior to being backfilled, buried or embedded, as the case may be.
 2. In the case of exposed items of work, for which a decorative finish is required, all scratches, discoloration's, unmatched colors, disfigurations and damages shall be repaired and touched-up so as to provide a neat, clean finish, and be uniform in color.

3.05 UNCOVERING WORK

- A. Unless otherwise specified or directed by Architect/Engineer, no work shall be covered until it has been observed, tested, photographed, measured, and authorized to be covered by Architect/Engineer.

- B. Tie distances to above ground physical structures as reference points to all underground utilities, conduits, pits, manholes, valves, and pipelines shall be obtained by the Contractor prior to covering the work. Immediately comply with the Architect/Engineer's direction to uncover the work if tie distances were not obtained.
- C. If any work has been covered with Architect/Engineer's consent and Architect/Engineer considers it necessary or advisable that covered work be observed or tested, the Contractor, at Architect/Engineer's request, shall uncover, expose or otherwise make available for observation, or testing as Architect/Engineer may require, that portion of the work in question, furnishing all necessary labor, material and equipment.
 - 1. If it is found that such work is defective, the Contractor shall bear all the expenses of such uncovering, exposure, observation, and testing of satisfactory reconstruction, including compensation for additional engineering services and an appropriate deductive change order shall be issued.
 - 2. If, however, such work is not found to be defective, the Contractor shall be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to such uncovering, exposure, observation, testing and reconstruction if he makes a claim therefore as provided in the General Conditions.

3.06 DEFECTIVE WORK

- A. The repair, removal, replacement and correction of defective work is a part of this Contract and shall be promptly performed in accordance with the requirements set forth in the General Conditions or other portions of the Contract Documents. All costs in connection with the correction of defective work shall be borne by the Contractor.
- B. Products that fail to maintain the performance or other salient requirements of the Contract Documents, shows undue wear, or other deleterious effects during the maintenance period, shall be considered defective.

END OF SECTION 016100

PART 1 - GENERAL**1.01 SECTION INCLUDES**

- A. The Section includes the transportation, handling, storage and protection of products that are to be incorporated into the work.
- B. The procedures for turning equipment over to the Owner for installation by others is also included herein.

1.02 GENERAL

- A. Items shall be delivered as complete assemblies direct from the manufacturer with all internal wiring, piping, valving, and control devices intact except where partial disassembly is required by transportation regulations, protection of components, or where physical constraints may exist or be created for the setting of the item.
- B. Coordinate the disassembly and reassembly requirements with the manufacturer. Determine the need and extent of reassembly prior to bid.
 - 1. All labor, material and equipment costs associated with the disassembly and reassembly of the product shall be included in the Contract Price.
 - 2. Where reassembly of equipment is necessary, then the manufacturer shall provide reassembly instruction at the project site.
 - 3. A technician shall be present during the entire reassembly procedure and the manufacturer shall certify, in writing, that the unit was reassembled properly in accordance with instructions provided by the manufacturer and that all as-specified warranties remain in effect.
 - 4. The manufacturer's reassembly inspection time shall be in addition to the field service time specified and shall be included in the Contract Price. This time shall not be eligible for payment under any cash allowance item.
- C. In the case where equipment is to be installed by others, then the supplying contractor shall be responsible for its reassembly. If reassembly is necessary and the unit(s) are to be set inside an enclosure or building, reassemble the equipment inside said enclosure. The equipment once reassembled shall be turned over to the installing contractor as specified below.

1.03 PACKING

- A. Transport products in containers, crates, boxes or similar means such that the products are protected against damage that may occur during transportation.
- B. All parts shall be packaged separately or in container where parts of similar systems are grouped.
- C. Part numbers shall be indicated on the individual part. Use indelible ink to mark part numbers.
- D. All equipment shipments shall be included with a parts list showing a description (name) of the part and the manufacturer's part number.
 - 1. The parts list shall be shipped in a plastic zippered envelope with the words "Parts List" lettered on it in indelible ink.
 - 2. The parts list shall be placed inside the shipping container so that it is on the top of the contents.
- E. Equipment shall be shipped with storage, handling and installation instructions.

1. The Engineer reserves the right to withhold payment for equipment delivered to the site until such time as the storage, handling and installation instructions are supplied by the manufacturer.
2. In the case where operation and maintenance manuals have been provided by the manufacturer, which includes the installation instructions, then the installation instructions shall also be included with the equipment shipment.

F. All control panels shall be wood crated.

1. All sides of the control panel shall be covered with 3/4" plywood.
2. The control panel number or name shall be printed on all sides of the crate in 1' high black lettering.
3. The manufacturer's name, Contractor's name and project name shall also be printed on the front of the crate.
4. All control panels and centers shall be packaged with three (3) copies of the approved wiring diagram inside the control panel enclosure in a separate plan holder attached to the inside door. The words "APPROVED FOR CONSTRUCTION" shall be indicated on each page of the wiring diagram.

G. Delicate instruments and devices, reagents, chemicals, and glassware shall be shipped in packaging normally provided by the manufacturer.

H. The Contractor shall require the manufacturer to be responsible for the proper packing of all products.

1.04 SHIPPING AND DELIVERY

- A. Product deliveries shall be accompanied with a bill of lading indicating the place of origination and the Contractor's purchase order number.
- B. Inspect shipments immediately upon delivery, to assure compliance with requirements of the Contract Documents and those products are undamaged.
- C. Promptly remove damaged material and unsuitable items from the job site.
- D. Provide equipment and personnel to handle products by methods to prevent soiling; disfigurement or damage.

1.05 STORAGE

- A. Store sensitive products and all spare parts in weather tight, climate controlled enclosures in an environment favorable to product.
- B. Store and protect products in accordance with the manufacturer's instructions.
- C. All other products that are to be installed underground or products such as pipe, valves, and fittings shall be stored outdoors but shall be blocked off the ground and covered with impervious sheet coverings.
- D. Store fabricated products above the ground on blocking or skids.
- E. Store loose granular materials in well-drained areas on solid surfaces to prevent mixing with foreign matter.
- F. Provide adequate ventilation to avoid condensation.

- G. In accordance with manufacturer's instructions protect bearings, couplings, shafts, rotating components, and assemblies. Protection of said equipment shall be continuous until the time the equipment is placed into permanent service.
- H. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored products to assure that products are maintained under specified conditions, and free from damage or deterioration.
- I. Do not store volatile liquids in any building on site.
- J. Storage of products shall be the responsibility of the supplying contractor. The installing contractor shall take all necessary precautions to protect the equipment being furnished by others.
- K. Store with seals and labels intact and legible.

1.06 EQUIPMENT INSTALLED BY OTHERS

- A. All products, except products noted on the Drawings or specified, shall be furnished and installed under this Contract.
 - 1. Only noted or specified products shall be furnished under this Contract for installation by others.
 - 2. If it is not noted on the Drawings or specified, then the product shall be furnished and installed under the Contract.
- B. The Contractor shall furnish these products to the Owner. These products shall be stored as specified above.
- C. The Owner will then advise the installing contractor that the product(s) are ready for installation.
 - 1. In the case where the product is stored in a proper enclosure, but not stored inside the building to be constructed under this project, then the installing contractor shall move the product into the building to a location adjacent to the final location shown on the Drawings.
 - 2. In all cases, the installing contractor shall be responsible for moving from storage, uncrating, anchoring, mounting and installing the product as required by the Contract Documents.
- D. The Contractor and installing contractor(s) shall be present at the time the equipment is turned over to the Owner. Immediately thereafter, the Owner will turn the product over to the installing contractor for installation.
- E. The Owner, Contractor, Architect/Engineer and the installing contractor shall inspect the condition of the product at this time.
 - 1. Any defects in the product will be noted and the Contractor will be advised to make all repairs immediately.
 - 2. The installing contractor shall still be required to install the product if the damage is deemed cosmetic by the Architect/Engineer.
 - 3. The manufacturer's installation instructions or wiring diagram shall be turned over to the installing contractor at this time by the Contractor.
 - 4. Any damage occurring to the product during moving, setting and mounting the unit(s) shall be the responsibility of the installing contractor.
 - 5. The Contractor is advised to take photographs to document the condition prior to it being turned over to the installing contractor.
 - 6. The installing contractor is advised to take photographs to document the condition prior to its acceptance.

- F. The supplied unit(s) remain the property of the Contractor until final acceptance of the work.
- G. Any damage caused to the unit(s) due to improper installation, workmanship, and non-compliance with the manufacturer's written installation instructions shall be the responsibility of the contractor who caused said damage. The burden of proof shall rest with the supplying Contractor.
- H. In the event the Contractor discovers misuse, abuse or improper installation of the unit(s) by the installing contractor, then he shall immediately notify the Architect/Engineer in writing. The Architect/Engineer will investigate the accusations and make a determination. The Architect/Engineer's determination shall be binding and agreed to by both parties.
- I. If the Architect/Engineer's determination substantiates the accusations of the Contractor, then the Contractor shall install the unit(s), the costs for which will be paid for as extra work. All costs associated with the extra work change order, including engineering and attorney fees of the Owner and Contractor will be deducted from money due the installing contractor.

1.07 PROTECTION OF WORK

- A. The Contractor shall protect the installed work. All costs for protection shall be borne by the Contractor. Provide coverings as necessary to protect installed products from damage, from traffic and subsequent construction operations. Remove when no longer needed.
- B. Cover and protect equipment from dust, moisture or physical damage. Protect finished floor surfaces prior to allowing equipment or materials to be moved over such surfaces. Maintain finished surfaces clean, unmarred and suitably protected until accepted by the Owner.
- C. Additional time required to secure replacements and to make repairs will not be considered by the Architect/Engineer to justify any extension in the Contract Time of Completion. In the event of the damage, promptly make replacement and repairs to the approval of the Engineer at no additional costs.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION 016500

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Cleaning during the progress of the work
- B. Cleaning prior to final payment

1.02 SCHEDULING

- A. Perform final cleaning at least five (5) days before the date set for ceremonies to dedicate the new facility wherein the Owner will provide tours to the general public and/or dignitaries. The site shall be clean, organized, and totally free of construction debris, tools, and equipment.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Cleaning materials shall be appropriate to the surface and materials being cleaned.
- B. Provide pads to protect finished surfaces from cleaning materials.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Post signs to advise building occupants if wet and/or slippery floor conditions exist during cleaning operations.

3.02 PROGRESS CLEANING

- A. Keep all buildings, enclosures, and confined areas where work is being performed under the Contract free from unattended combustible materials.
- B. Remove rust spots as they develop.

3.03 FINAL CLEANING

- A. Remove dust, dirt, grease, stains, paint drips and runs, plastic, labels, tape, glue, rope, and other foreign materials from visible interior and exterior surfaces.
- B. Do not move dust from spot to spot. Remove directly from the surface on which it lies by the most effective mean such as appropriately treated dusting cloths or vacuum tools. When doing high cleaning, do not allow dust to fall from high areas onto furniture and equipment below.
- C. Dismantle and remove all temporary structures, scaffolding, fencing, and equipment. Remove waste materials, rubbish, lumber, block, tools, machinery, and surplus materials.
- D. Perform the following prior to final payment:
 1. Broom clean all exterior concrete surfaces and vacuum clean all interior concrete surfaces.
 2. Repair, patch, and touch-up marred surfaces to specified finish and to match adjacent surfaces.
 3. Replace all damaged insect screens.
 4. Clean and polish all stainless steel surfaces, including control panels supplied under this Contract.

5. Clean all paved roads, lots and drives which were paved as work under this Contract and all existing paved surfaces using a mechanical street cleaner.
6. Repair or repaint damaged pavement markings.
7. Remove all rust spots and stains from new and pre-existing concrete, painted surfaces, and all other surfaces.
8. Wash all existing floors that were in any way impacted by the construction operations.
9. Rake clean landscaped surfaces. Final mow all areas grassed and sodded during the work.
10. Inspect interior and exterior surfaces, and all work areas, to verify that the entire work is clean and ready for use by the Owner. The project will not be considered substantially complete until all final cleaning has been performed.
11. Clean dirt that has accumulated between grating and grating angles/supports.
12. Fill in all holes in concrete that remain after temporary handrail is removed. Non-shrink grout shall be used.

END OF SECTION 017423

PART 1 - GENERAL

1.01 SUBMITTALS

- A. Submit the following documents to the Architect/Engineer before Substantial Completion:
 1. Project Record Documents as specified in Section 017839.
 2. Operations and Maintenance Manuals prepared in accordance with Section 017823 and be updated as a result of start-up activities.
 3. Manufacturer's Start-up Reports (MSR's) for all equipment and systems where manufacturer field time is specified.
 - a. Each MSR shall be signed by the field technician(s) who attended the start-up.
 - b. If the manufacturer is taking exception to the installation or if the warranty is voided, he shall provide a statement to that effect and provide reasons and justification to explain the company's position.
 4. One binder containing original counterparts of all warranties, guarantees, bonds, or affidavits as specified in the Technical Specification Sections. These documents shall contain the original signatures and be placed in a plastic sheet protector, one document per protector.
 5. Spare parts checklist itemizing all spare parts furnished under the Contract summarized by Section.
 6. Electrical Underwriter's Certificate where the prime construction contract includes electrical construction or where this Contract is for a Prime Electrical Construction Contract.
- B. Submit the following items to the Architect/Engineer with the final application for payment:
 1. Final Application for Payment prepared by the Architect/Engineer for Contractor's execution showing final amount of Contract including change orders.
 2. Maintenance Bond prepared in accordance with the Contract or General Conditions.
 3. Utility company signoffs and inspection approvals, if applicable.
 4. Federal, state, county, town and local signoffs and inspection approvals, where applicable.
- C. All documents shall be complete, signed, dated, and notarized (where applicable) and be subject to the Architect/Engineer's acknowledgment of receipt or approval.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION 017800

PART 1 - GENERAL**1.01 SECTION INCLUDES**

- A. Site preparation for pressure washing of water storage tanks.
- B. Pressure washing requirements.

1.02 RELATED SECTIONS

- A. Section 011400 - Work Restrictions
- B. Section 017423 - Cleaning
- C. Section 099870 - Steel Tank Coating System

1.03 REFERENCES

- A. NACE No. 5/SSPC-SP-12 - Surface Preparation and Cleaning of Metals by Waterjetting prior to Recoating
- B. NACE No. 5 SSPC-SP-12 - Visual Standard WJ.1

PART 2 - PRODUCTS

NOT USED.

PART 3 - EXECUTION**3.01 EXAMINATION**

- A. Verify site conditions and tank details.

3.02 PREPARATION

- A. Provide rigging/access to allow working of all areas of the tank.
- B. All tank openings (vents) shall be adequately protected during power washing to prevent any spray, dirt, or debris from entering tank openings or piping.
- C. All debris generated during pressure washing activities shall be collected and retained on site. All debris shall be disposed of in accordance with all state, federal, and local laws.
- D. Contractor shall install his or her own backflow prevention device at the supply point where it is connected to the Oner's system.
 - 1. The water purveyor shall approve the device.
 - 2. The device shall be tested and certified as functioning properly.
 - 3. Post the certification in a location acceptable to the water purveyor.

3.03 APPLICATION

- A. All exterior and interior surfaces of the tank are to be pressure washed as per the requirements of specification Section 099870 - Steel Tank Coating System.

- B. Water pressure shall be 4,000 - 5,000 psi. Contractor shall use the means necessary to accomplish the level of cleanliness less than 70 μ S/cm /WJ-4 or as directed by Engineer. HoldTight 102 shall be utilized in all wash water at a ratio of 100:1.
- C. Water shall be of a minimum temperature of 120-150°F and shall be capable of removing accumulated dirt, mildew, and algae. Water temperature shall be maintained with hot water or steam generator.
- D. Stubborn staining shall be removed by soft bristle scrub brush. Stain scrubbing may be facilitated with a mild chlorine solution if approved by engineer.
- E. Work shall progress such that completed sections are not soiled by subsequent activities.
- F. Any damage to the site due to cleaning activities shall be restored by the contractor at his own expense.

3.04 TOLERANCES

- A. Minimum water temperature: 120°F.

3.05 FIELD QUALITY CONTROL

- A. Perform cleaning under provisions of Section 017423.
- B. Do not perform pressure washing when temperatures may create ice formation or when wind conditions will create a nuisance to adjacent properties and buildings.

END OF SECTION 025129.13

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Shop and field fabricated ferrous metal items.
- B. Structural steel members.

1.02 RELATED SECTIONS

- A. Section 099870 - Steel Tank Coating System

1.03 REFERENCES

- A. AISC - Code of Standard Practice - Manual of Steel Construction - Allowable Stress Design (ASD).
- B. ASTM A36/A36M - Structural Steel.
- C. ASTM A53 - Hot-Dipped, Zinc-coated Welded, and Seamless Steel Pipe.
- D. ASTM A108 - Steel Bars, Carbon, Cold-Finished, Standard Quality.
- E. ASTM A123 - Zinc (Hot Dipped Galvanized) Coatings on Iron and Steel Products.
- F. ASTM A153 - Zinc Coating (Hot Dip) on Iron and Steel Hardware.
- G. ASTM A307 - Carbon Steel Externally Threaded Standard Fasteners.
- H. ASTM A325 - High Strength Bolts for Structural Steel Joints.
- I. ASTM A563 - Carbon and Alloy Steel Nuts.
- J. ASTM A568/A568M - General Requirements for Steel, Carbon and High-Strength Low-Alloy Hot-Rolled Sheet and Cold-Rolled Sheet.
- K. AWS A2.4 - Symbols for Welding, Brazing, and Nondestructive Examination.
- L. AWS D1.1 - Structural Welding Code.
- M. SSPC (Steel Structures Painting Council) - Painting Manual.

1.04 SUBMITTALS

- A. Submit under provisions of Section 013300.
- B. Shop Drawings:
 - 1. Indicate profiles, sizes, connections, reinforcing, anchorage, size and type of fasteners, and accessories.
 - 2. Include erection drawings, elevations, and details where applicable.
- C. Indicate welded connections using standard AWS A2.0 welding symbols. Indicate net weld lengths.
- D. Welders' Certificates: Certify welders employed on the Work have met AWS qualification within the previous twelve (12) months.

E. Manufacturer's Mill Certificate: Certify that Products meet or exceed specified requirements.

1.05 QUALIFICATIONS

- A. Prepare Shop Drawings under direct supervision of a Professional Structural Engineer experienced in design of this work and licensed in the State in which the project is located. Shop drawings must be signed and sealed by a Professional Structural Engineer.
- B. Fabricate structural steel members in accordance with AISC Code of Standard Practice.

1.06 FIELD MEASUREMENTS

- A. Verify field measurements.
- B. Replacement fabrications shall be of same dimensions, strength, and gage as original members, unless noted differently on drawings.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Steel Sections: ASTM A36; sizes to match existing where not indicated on drawings.
- B. Plates: ASTM A283; gage to match existing where not indicated on drawings.
- C. Pipe: ASTM A53, Grade B; schedule to match existing where not indicated on drawing.
- D. Bolts, Nuts, and Washers ASTM A325 and Teflon coated: ASTM A325
- E. Welding Materials: AWS D1.1; type required for materials being welded.

2.02 FABRICATION

- A. Fit and shop assemble in largest practical sections, for delivery to site.
- B. Fabricate items with joints tightly fitted and secured.
- C. Continuously seal joined members by continuous welds.
- D. Grind exposed joints flush and smooth with adjacent finish surface. Make exposed joints butt tight, flush, and hairline.
- E. Supply components required for anchorage of fabrications. Fabricate anchors and related components of same material and finish as fabrication, except where specifically noted otherwise. Components shall be comparable in size and capacity to existing components in similar anchorage situations.
- F. Fabricate support framing for openings and edges where existing supports are inadequate.

2.03 FINISHES

- A. Prepare surfaces to be primed. Refer to Section 099870 - Steel Tank Coating System.
- B. Do not prime surfaces in direct contact with concrete or where field welding is required.
- C. Shop prime structural steel members.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify that field conditions are acceptable and are ready to receive work, including the removal of existing metal fabrications that require replacement.
- B. Beginning of installation means erector accepts existing conditions.
- C. Verify that opening sizes and dimensional tolerances are acceptable.
- D. Verify that supports are correctly positioned.

3.02 PREPARATION

- A. Clean and strip primed steel items to bare metal where site welding is required.

3.03 INSTALLATION

- A. Install items plumb and level, accurately fitted, free from distortion or defects.
- B. Allow for erection loads, and for sufficient temporary bracing to maintain true alignment until completion of erection and installation of permanent attachments.
- C. Field weld components indicated on shop drawings.
- D. Connections shall be capable of transferring loads identical to capacity of existing connections.
- E. Perform field welding in accordance with AWS D1.1. Provide a fire watch during all hot work operations.
- F. Secure to prevent movement and anchor by welding.
- G. Obtain Engineer approval prior to site cutting or making adjustments not scheduled.

END OF SECTION 055000

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Aluminum pipe and tube railings.

1.02 RELATED SECTIONS

- A. Section 055000 – Metal Fabrications.
- B. Section 055213 – Aluminum Pipe and Tube Railings.
- C. Section 108905 – Climbing Safety Device.

1.03 REFERENCES

- A. American Society for Testing and Materials (ASTM).
- B. Building Code of New York State – Latest Edition.
- C. ANSI/ASCE 7 – Minimum Design Loads for Buildings and Other Structures – Latest Edition.
- D. American Welding Society (AWS) D1.2/D1.2M – Structural Welding Code – Aluminum.
- E. ASTM B 209 – Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
- F. ASTM B 221 – Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles and Tubes.
- G. ANSI A14.3 – Ladders-Fixed Safety Requirements.
- H. OSHA 1910.27 – Fixed Ladders.

1.04 DESIGN REQUIREMENTS

- A. Fabricate ladder assembly to support concentrated live load of 250 lb (1100 N) acting anywhere on the ladder with a maximum deflection of 1/240 of span and without damage of permanent set.
- B. Fabricate ladder assembly to support concentrated live load of 80 lb (350 N) acting on each rung simultaneously with a maximum deflection of 1/240 of span and without damage of permanent set.
- C. Control of Corrosion: Prevent galvanic action and other forms of corrosion by insulating metals and other materials from direct contact with incompatible materials.

1.05 SUBMITTALS

- A. Submit under provisions of Section 013300.
- B. Shop Drawings
- C. Include plans, elevations, sections, details, and attachments to other work.
- D. Indicate profiles, sizes, connections attachments, reinforcing, anchorage, fastener size and type and accessories.

- E. Provide reaction loads for each hanger and bracket.
 - 1. Product Information: Provide manufacturer's product brochure and specifications.

1.06 QUALITY ASSURANCE

- A. Obtain all ladder materials from a single manufacturer.
- B. Prepare shop drawings under the direct supervision of a licensed Professional Engineer experienced in design of this work and licensed in the State of New York. The submitted shop drawings shall bear this seal and signature.
- C. Welding Qualifications: Qualify procedures and personnel according to the following:
 - 1. AWS D1.2/D1.2M, "Structural Welding Code - Aluminum".

1.07 DELIVERY, STORAGE AND HANDLING

- A. Deliver, store and handle products to the site under provisions of Section 016500.
- B. Fabricate and deliver products to the site in largest sections as practical.
- C. Do not handle products in a manner that will damage or distort materials.
- D. Do not store materials directly on the ground.

1.08 FIELD MEASUREMENTS

- A. Field verify all required measurements and actual locations of structural anchorage members before fabrication.

1.09 COORDINATION

- A. Coordinate work under provisions of Section 013100.
- B. Coordinate installation of ladder with the installation of other accessories that are to be attached to the ladder.
- C. Schedule installation so substrate attachments are made only to completed substrates.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Manufacturers:
 - 1. O'Keeffe's, Inc., Brisbane CA.
 - 2. Precision Ladders, LLC, Morristown TN.
 - 3. Or approved equal.

2.02 LADDER TYPE

- A. Exterior tank ladder: Tubular rail access ladder with walk through rail extension.
- B. Interior tank ladder: Heavy duty tubular rail fixed ladder.

2.03 MATERIALS

- A. Aluminum Sheet: Alloy 5005-H34 to comply with ASTM B 209.
- B. Aluminum Extrusions: Alloy 6063-T6 to comply with ASTM B 221.

2.04 FABRICATION

- A. Rungs:
 - 1. Fabricate ladder with rungs spaced 12-inches on center. Minimum rung length to be 18-inches (clearance between side rails).
 - 2. Section of rungs shall be less than 1-inch, formed from tubular aluminum extrusions. Rung shall be slip resistant.
 - 3. Rungs shall withstand a 1,500-pound load without deformation or failure.
- B. Install attachment hardware such that the centerline of the ladder rungs is a minimum of 7-inches from any structure, measured perpendicular to the ladder.

2.05 SIDE RAILS:

- A. Assembled from two interlocking aluminum extrusions no less than 1/8-inch wall thickness by 3-inches wide.
- B. Construction shall be self-locking stainless-steel fasteners, full penetration welds, and clean, smooth, and burr-free surfaces.
- C. Extend siderails a minimum of 42-inches above any platforms, landings, or as otherwise indicated on the drawings. Walkthrough rail and roof rail extensions shall be fitted with tubular grabrails.

2.06 ALUMINUM FINISHES

- A. Clear Anodic Finish: AA-M10C22A41 (architectural class, 0.018 mm or thicker).

2.07 ACCESSORIES

- A. Ladder Vandal Guard: 8-foot tall aluminum vandal guard by RB Industries with stainless-steel hardware.
- B. Ladder Safety Gate: Stainless-steel self-closing safety gate, Cotterman Model AG2440S with stainless-steel hardware.
- C. Ladder Safety Climb: See Section 108905 – Climbing Safety Device.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify that field conditions are acceptable and are ready to receive work.

3.02 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Install items plumb and level, accurately fitted, free from distortion or defects.

- C. Corrosion Protection: Coat concealed surfaces of aluminum that will be in contact with wood, or dissimilar metals, with a heavy coat of bituminous paint.
- D. Provide anchors, plates, angles, hangers, and struts required for connecting ladder to structure.
- E. Obtain Engineer's approval prior to field cutting or making adjustments not scheduled.

3.03 ADJUSTING AND CLEANING

- A. Clean aluminum by washing thoroughly with clean water and soap and rinsing with clean water.

3.04 TOLERANCES

- A. Maximum variation from plumb: $\frac{1}{4}$ -inch in 10-feet, non-cumulative.
- B. Maximum offset from true alignment: $\frac{1}{4}$ -inch.

3.05 PROTECTION

- A. Protect finishes of railings from damage during construction period with temporary protective coverings approved by railing manufacturer. Remove protective coverings at time of Substantial Completion.

END OF SECTION 055133.19

PART 1 - GENERAL**1.01 SECTION INCLUDES**

- A. Aluminum pipe and tube railings.

1.02 RELATED SECTIONS

- A. Section 055000 – Metal Fabrications.
- B. Section 055133.19 – Aluminum Ladders

1.03 REFERENCES

- A. American Society for Testing and Materials (ASTM).
- B. Building Code of New York State – Latest Edition.
- C. ANSI/ASCE 7 – Minimum Design Loads for Buildings and Other Structures – Latest Edition.
- D. American Welding Society (AWS) D1.2/D1.2M – Structural Welding Code – Aluminum.
- E. ASTM B 209 – Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
- F. ASTM B 221 – Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles and Tubes.

1.04 DESIGN REQUIREMENTS

- A. Design railings, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.
- B. General: In engineering railings to withstand structural loads indicated, determine allowable design working stresses of railing materials in accordance with ANSI/NAAMM AMP 521 - latest edition and based on the following:
 1. Aluminum: The lesser of minimum yield strength divided by 1.65 or minimum ultimate tensile strength divided by 1.95.
 2. Structural Performance: Railings shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:
 - a. Handrails and Top Rails of Guards:
 - 1) Uniform load of 50 lbf/ ft. (0.73 kN/m) applied in any direction.
 - 2) Concentrated load of 200 lbf (0.89 kN) applied in any direction.
 - 3) Uniform and concentrated loads need not be assumed to act concurrently.
 - b. Infill of Guards:
 - 1) Concentrated load of 50 lbf (0.22 kN) applied horizontally on an area of 1 sq. ft. (0.093 sq. m).
 - 2) Infill load and other loads need not be assumed to act concurrently.
 3. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes acting on exterior metal fabrications by preventing buckling, opening of joints, overstressing of components, failure of connections, and other detrimental effects.
 - a. Temperature Change: 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.
 4. Control of Corrosion: Prevent galvanic action and other forms of corrosion by insulating metals and other materials from direct contact with incompatible materials.

1.05 SUBMITTALS

- A. Submit under provisions of Section 013300.
- B. Shop Drawings
- C. Include plans, elevations, sections, details, and attachments to other work.
- D. Indicate profiles, sizes, connections attachments, reinforcing, anchorage, fastener size and type and accessories.
- E. Provide reaction loads for each hanger and bracket.
 1. Product Information: Provide manufacturer's product brochure and specifications.

1.06 QUALITY ASSURANCE

- A. Obtain all pipe, tube, connectors, etc. from a single manufacturer.
- B. Prepare shop drawings under the direct supervision of a licensed Professional Engineer experienced in design of this work and licensed in the State of New York. The submitted shop drawings shall bear this seal and signature.
- C. Welding Qualifications: Qualify procedures and personnel according to the following:
 1. AWS D1.2/D1.2M, "Structural Welding Code - Aluminum".

1.07 DELIVERY, STORAGE AND HANDLING

- A. Deliver, store and handle products to the site under provisions of Section 016500.
- B. Fabricate and deliver products to the site in largest sections as practical.
- C. Do not handle products in a manner that will damage or distort materials.
- D. Do not store materials directly on the ground.

1.08 FIELD MEASUREMENTS

- A. Field verify all required measurements and actual locations of structural anchorage members before fabrication.

1.09 COORDINATION

- A. Coordinate work under provisions of Section 013100.
- B. Coordinate installation of anchorages for railings. Furnish setting drawings, templates, and directions for installing anchorages, including anchor bolts, and items with integral anchors.
- C. Schedule installation so substrate attachments are made only to completed substrates. Do not support railings temporarily by any means that do not satisfy structural performance requirements.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Manufacturers:
 - 1. Holleander Speed-Rail System
 - 2. Or approved equal.

2.02 METALS, GENERAL

- A. Metal Surfaces, General: Provide materials with smooth surfaces, without seam marks, roller marks, rolled trade names, stains, discolorations, or blemishes.
- B. Brackets, Flanges, and Anchors: Cast or formed metal of same type of material and finish as supported rails unless otherwise indicated.

2.03 ALUMINUM

- A. Aluminum, General: Provide alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated, and with not less than the strength and durability properties of alloy and temper designated below for each aluminum form required.
- B. Extruded Bars and Tubing: ASTM B 221, Alloy 6063-T5.
- C. Pipe and Round Tubing: ASTM B 429, Alloy 6061-T6, ASTM B 221, Alloy 6005-T5.
- D. Drawn Seamless Tubing: ASTM B 210, Alloy 6063-T832.
- E. Plate and Sheet: ASTM B 209, Alloy 6061-T6.
- F. Die and Hand forgings: ASTM B 247, Alloy 6061-T6.
- G. Castings: ASTM B 26/B 26M, Alloy 535.
- H. Panel Clips: Alloy 6063-T6.

2.04 FASTENERS

- A. Type 316 stainless-steel fasteners.
- B. Fasteners for Anchoring Railings to Other Construction: Select fasteners of type, grade, and class required to produce connections suitable for anchoring railings to other types of construction indicated and capable of withstanding design loads. ASTM E 894.
- C. Fasteners for Interconnecting Railing Components:
 - 1. Provide concealed fasteners for interconnecting railing components and for attaching them to other work, unless otherwise indicated.
 - 2. Provide concealed fasteners for interconnecting railing components and for attaching them to other work, unless exposed fasteners are unavoidable or are the standard fastening method for railings indicated.
 - 3. Provide tamper-resistant flat-head machine screws for exposed fasteners unless otherwise indicated.
 - 4. Material for Exterior Locations and Where Stainless Steel is Indicated: Alloy Group 2 (A4) stainless-steel bolts, ASTM F 593 (ASTM F 738M), and nuts, ASTM F 594 (ASTM F 836M).

2.05 MISCELLANEOUS MATERIALS

- A. Welding Rods and Bare Electrodes: Select according to AWS specifications for metal alloy welded.
 - 1. For aluminum railings, provide type and alloy as recommended by producer of metal to be welded and as required for color match, strength, and compatibility in fabricated items.
 - 2. Bituminous Paint: Cold-applied asphalt emulsion complying with ASTM D 1187/D 1187M.
 - 3. Non-shrink, Non-metallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107/C 1107M. Provide grout specifically recommended by manufacturer for interior and exterior applications.
 - 4. Anchoring Cement: Factory-packaged, non-shrink, nonstaining, hydraulic-controlled expansion cement formulation for mixing with water at Project site to create pourable anchoring, patching, and grouting compound.
 - a. Water-Resistant Product: At exterior locations and where indicated, provide formulation that is resistant to erosion from water exposure without needing protection by a sealer or waterproof coating and that is recommended by manufacturer for exterior use.

2.06 FABRICATION

- A. General: Fabricate railings to comply with requirements indicated for design, dimensions, member sizes and spacing, details, finish, and anchorage, but not less than that required to support structural loads.
- B. Assemble railings in the shop to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation. Use connections that maintain structural value of joined pieces.
- C. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch (1 mm) unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.
- D. Form work true to line and level with accurate angles and surfaces.
- E. Fabricate connections that will be exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate.
- F. Cut, reinforce, drill, and tap as indicated to receive finish hardware, screws, and similar items.
- G. Connections: Fabricate railings with welded connections unless otherwise indicated.
- H. Welded Connections: Cope components at connections to provide close fit, or use fittings designed for this purpose. Weld all around at connections, including at fittings.
 - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
 - 2. Obtain fusion without undercut or overlap.
 - 3. Remove flux immediately.
 - 4. At exposed connections, finish exposed surfaces smooth and blended so no roughness shows after finishing and welded surface matches contours of adjoining surfaces.
 - 5. Welded Connections for Aluminum Pipe: Fabricate railings to interconnect members with concealed internal welds that eliminate surface grinding, using manufacturer's standard system of sleeve and socket fittings.
 - 6. Form changes in direction as follows:
 - a. As detailed.

7. Bend members in jigs to produce uniform curvature for each configuration required; maintain cross section of member throughout entire bend without buckling, twisting, cracking, or otherwise deforming exposed surfaces of components.
8. Close exposed ends of railing members with prefabricated end fittings.
9. Provide wall returns at ends of wall-mounted handrails unless otherwise indicated. Close ends of returns unless clearance between end of rail and wall is 1/4 inch (6 mm) or less.
10. Brackets, Flanges, Fittings, and Anchors: Provide wall brackets, flanges, miscellaneous fittings, and anchors to interconnect railing members to other work unless otherwise indicated.
 - a. At brackets and fittings fastened to plaster or gypsum board partitions, provide crush-resistant fillers, or other means to transfer loads through wall finishes to structural supports and prevent bracket or fitting rotation and crushing of substrate.
11. Provide inserts and other anchorage devices for connecting railings to concrete or masonry work. Fabricate anchorage devices capable of withstanding loads imposed by railings. Coordinate anchorage devices with supporting structure.
12. Woven-Wire Mesh Infill Panels: Fabricate infill panels from woven-wire mesh crimped into 1 inch by 1/2 inch by 1/8-inch metal channel frames. Make wire mesh and frames from same metal as railings in which they are installed.

2.07 FINISHES - GENERAL

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- C. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.
- D. Provide exposed fasteners with finish matching appearance, including color and texture, of railings.

2.08 ALUMINUM FINISHES

- A. Clear Anodized Finish: AA-M10C22A41 (architectural class, 0.7 mil or thicker).
- B. Fittings shall be an architectural tumbled mill finish.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine construction to ensure that aluminum support angles are in place to receive anchors, to verify that locations of concealed reinforcements have been clearly marked for Installer. Locate reinforcements and mark locations if not already done.

3.02 INSTALLATION

- A. Fit exposed connections together to form tight, hairline joints.
- B. Perform cutting, drilling, and fitting required for installing railings. Set railings accurately in location, alignment, and elevation; measured from established lines and levels and free of rack.

1. Do not weld, cut, or abrade surfaces of railing components that have been coated or finished after fabrication and that are intended for field connection by mechanical or other means without further cutting or fitting.
2. Set posts plumb within a tolerance of 1/16 inch in 3 feet (2 mm in 1 m).
3. Corrosion Protection: Coat concealed surfaces of aluminum that will be in contact with wood, or dissimilar metals, with a heavy coat of bituminous paint.
4. Adjust railings before anchoring to ensure matching alignment at abutting joints.
5. Fastening: Use anchorage devices and fasteners for securing railings and for properly transferring loads to adjoining support structure.

3.03 RAILING CONNECTIONS

- A. Welded Connections: Use fully welded joints for permanently connecting railing components. Comply with requirements for welded connections in "Fabrication" Article whether welding is performed in the shop or in the field.
- B. Expansion / Slip Movement Joints: Install expansion joints at locations indicated but not farther apart than required to accommodate thermal movement. Provide slip-joint internal sleeve extending 2 inches (50 mm) beyond joint on either side, fasten internal sleeve securely to one side, and locate joint within 6 inches (150 mm) of post.

3.04 ANCHORING POSTS

- A. Form or core-drill holes not less than 5 inches (125 mm) deep and 3/4 inch (20 mm) larger than OD of post for installing posts in concrete. Clean holes of loose material, insert posts, and fill annular space between post and concrete with non-shrink, non-metallic grout, mixed and placed to comply with anchoring material manufacturer's written instructions.
- B. Leave anchorage joint exposed with 1/8-inch (3-mm) buildup, sloped away from post.
- C. Anchor posts to metal surfaces with circular flanges floor type as required by conditions, connected to posts and to metal supporting members as follows:
 1. For aluminum pipe railings, attach posts using fittings designed and engineered for this purpose.

3.05 ADJUSTING AND CLEANING

- A. Clean aluminum by washing thoroughly with clean water and soap and rinsing with clean water.

3.06 PROTECTION

- A. Protect finishes of railings from damage during construction period with temporary protective coverings approved by railing manufacturer. Remove protective coverings at time of Substantial Completion.

END OF SECTION 055213

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Surface preparation.
- B. Interior coating.
- C. Exterior coating.

1.02 RELATED SECTIONS

- A. Section 013300 - Submittals
- B. Section 015124 - Climate Control
- C. Section 015719 - Temporary Environmental Controls (Containment)
- D. Section 331160 - Disinfection of Water Storage Facilities

1.03 REFERENCES

- A. ANSI/NSF 61 - Drinking Water System Components - Health Effects.
- B. AWWA D102-06 - Coating for Steel Water Storage Tanks.
- C. AWWA D102-06 - Outside Coating System No. 6 (OCS-6)
- D. AWWA D 102-06 - Inside Coating System No.5 (ICS-5)
- E. NACE No. 2/SSPC SP-10 - Near-white Blast Cleaning.
- F. NACE No. 3/SSPC SP-6 - Commercial Blast Cleaning.
- G. NACE No. 4/SSPC SP-7 - Brush-off Blast Cleaning
- H. SSPC SP-11 - Power Tool Cleaning to Bare Metal
- I. NACE No. 5/SSPC-SP-12 - Surface Preparation and Cleaning of Metals by Water Jetting Prior to Recoating.
- J. SSPC - PA - 1 - Shop, Field, and Maintenance Painting of Steel.
- K. SSPC - PA - 2 - Measuring of Dry Film Coating Thickness with Magnetic Gages.
- L. SSPC VOL 1 - Good Painting Practices - 2002 4th Edition.
- M. SSPC VOL 2 - Systems and Specifications - 2005 Edition.
- N. SSPC VIS 1-89 - Visual Standard for Abrasive Blast Cleaned Steel.
- O. ASTM D4417-03 - Standard Test Methods for Field Measurement of Surface Profile of Blast Cleaned Steel.
- P. ASTM E1216-99(2005) - Standard Practice for Sampling for Particulate Contamination by Tape Lift.

- Q. SP0188-99 Discontinuity (Holiday) Testing of New Protective Coatings on Conductive Substrates.
- R. NACE No. 5/SSPC-SP12 - Visual Standard WJ-1.
- S. OSHA - Occupational Safety and Health Administration - 29 CFR 1926 (latest revision)

1.04 SUBMITTALS

- A. Submit under provisions of Section 013300.
- B. Product Data: Provide material data sheets (MDS) and material safety data sheets (MSDS), issued by the manufacturer, for all material and accessories that are to be used.
- C. Samples: Provide a color chart for coating color selection by the Owner and Engineer for approval prior to all aspects of coating.
- D. The Contractor shall submit to the Engineer, ten (10) sample panels of the exterior color(s) utilized on the project as provided by the coating manufacturer. Sample panels shall contain the following:
 - 1. 3" x 6" rigid substrate with coating color on the face of substrate.
 - 2. The back of the sample substrate panel shall include: label with coating manufacturer's name, address, phone number, and color code.
 - 3. Sample panels shall be the same color as tank exterior.
- E. Manufacturer's instructions: Indicate surface preparation and coating application.
- F. Submit a detailed plan on the method(s) to be employed to protect adjacent structures and property including, but not limited to, the following:
 - 1. Method of coating application.
 - 2. Method of surface preparation.
- G. Submit detailed daily reports upon Engineer's request at any time during the project, to include the following:
 - 1. The start date and time and the completion date and time of surface preparation to any item or zone. The item or zone, (location) must be clearly defined in the report.
 - 2. The start date and time and the completion date and time of each coat applied to any item or zone. The item or zone, (location) must be clearly defined in the report.
 - 3. The ambient conditions recorded daily on site, for everyday of surface preparation, coating application, and curing of applied coatings. Ambient conditions records shall include wet bulb temperature, dry bulb temperature, surface temperature, relative humidity, dew point, the time conditions were recorded, and the location where the conditions were taken. Also include the weather reported for the previous day and the weather forecasted for the following day of the dated report.
 - 4. The name, type, batch numbers, and amount of coatings used for each application.
- H. Receipts: Provide copies of all receipts from landfill used to dispose spent abrasive.
- I. The Contractor shall submit to the Engineer letters from manufacturers certifying that the coating material being supplied for this project conforms completely to specifications.
- J. Submit a containment procedure plan on how spent abrasive blast debris, removed paint, etc. will be confined to the tank site, including drawings and data detailing the containment system, loose paint removal operations, ventilation, storage, removal, and transportation of the waste.

1.05 REGULATORY REQUIREMENTS

- A. Interior coating system, seam sealer, and pit filler shall be certified by and comply with ANSI/NSF 61 for drinking water system components.
- B. All coatings shall comply with VOC regulations as promulgated by the Ozone Transport Commission, effective January 2005.
- C. Architectural coatings are subject to Article 19 of the New York State Environmental Conservation Laws (ECL) and the provisions of the regulation promulgated thereunder, 6NYCRR Part 205, Industrial and Architectural Coatings.

1.06 CERTIFICATES

- A. The Contractor shall submit to the Engineer, immediately upon completion of the job, certification from the manufacturer indicating that the quantity of each coating purchased was sufficient to properly coat all surfaces.
- B. Certification shall make reference to the square footage figures provided to the manufacturer by the Contractor.

1.07 DELIVERY, STORAGE AND HANDLING

- A. Deliver, store, protect, and handle products to the site under provisions of Section 016500.
- B. All materials furnished by the Contractor shall be brought to the job site in the original sealed and labeled containers of the coating manufacturer and shall be subject to inspection by the Engineer.
- C. Every container of coatings materials shall have the batch number imprinted on the can, as well as the Federal Specification Number. Colors, where not specified, shall be as selected by the Engineer or Owner.
- D. Store all materials as recommended by the manufacturer. Any materials stored improperly shall be removed from the site immediately.
- E. The Contractor shall furnish and install a high/low thermometer where coatings are stored on-site to confirm storage conditions at all times.
- F. The Contractor shall supply the Owner four (4), one (1) gallon coating kits of each of the exterior intermediate and finished coats.

1.08 ENVIRONMENTAL REQUIREMENTS

- A. Reference Section 015124 - Climate Control
- B. No coatings, seam sealer, or pit filler shall be applied to any surfaces when moisture (rain, sleet, snow, condensation or equal) is occurring or expected during the period defined by the manufacturers printed literature as cured. Do not apply coating when the temperature and/or relative humidity are below manufacturers printed literature. Deviations from these requirements will cause all coatings applied to be removed at the direction of the Engineer and the surfaces shall be re-prepared in accordance with this section.
- C. A 24 hour Ambient Monitor shall be required for all coating phases from surface preparation through complete cure of final coat for both interior and exterior of tank. The cost of the ambient monitor shall be borne by the Contractor. The ambient monitor or approved equal must

be capable of recording dry bulb, relative humidity, dew point, and surface temperature periodically for the duration stipulated above.

1.09 WARRANTY

- A. Provide a one (1) year labor and manufacturer's materials warranty for the coating systems.
- B. Provide a ten (10) year manufacturer's materials warranty for the coating systems.
- C. Warranties are to be submitted in writing to the Engineer prior to product delivery.
- D. If the coating manufacturer does not provide this warranty, the Contractor will.
- E. Any defects, failures, breakdowns, or discrepancies of the coatings, that reveal themselves within the one (1) year warranty period after acceptance of work shall be promptly repaired at no additional cost to the Owner.
- F. Touch up procedures shall be issued by the Engineer for areas of coating defects, breakdowns, or discrepancies to be repaired, only if the accumulative areas are less than five square feet, or if the Engineer permits.
- G. Remove the entire coating in the area where failure occurs. Touch-up work will not be permitted. The surface is to be prepared as originally scheduled (blasted and recoated). The entire area shall have structural boarders such as weld seam to weld seam, entire leg, or complete shell to achieve an aesthetically pleasing finish product.
- H. The Owner/Engineer shall perform an anniversary inspection prior to the one-year maintenance period expiration. The Owner/Engineer shall notify the Contractor of any deficiencies, damage, failures, etc. that are required to be repaired. The Contractor shall be required to perform all repairs, touch-ups etc. at that time as per the maintenance bond requirements.

PART 2 - PRODUCTS

2.01 COATING REQUIREMENTS

- A. All coating systems submitted for use shall conform and meet the minimum requirements specified by the Engineer for:
 1. Adhesion - ASTM-D-3359 and 4541
 - a. Minimum 900 psi as measured with a Type 2 tester
 2. Hardness - ASTM-D-3363, 2583, and 2240
 - a. Interior Coating - No gouging or scratching with an F or less pencil
 - b. Exterior Finish Coating - No gouging or scratching with an 8H or less pencil
 3. Flexibility - ASTM-D-522 and FED-STD-6221
 - a. Exterior Finish Coating - No less than 34% elongation, average of three tests
 - b. Impact Resistance - ASTM-D-2754
 - c. Interior Coating - No visible cracking or delamination of film after 25 inch pounds or less direct impact.
 - d. Exterior Coating - No visible cracking or delamination of film after 34 inch pounds or less direct impact.
 4. Abrasion Resistance - ASTM-D 968 and 4060
 - a. No More than 100 mg loss after 1000 cycles

2.02 MANUFACTURERS

- A. TNEMEC COMPANY, INC

- B. SHERWIN WILLIAMS
- C. Coating substitutions shall be permitted only after receiving written approval from the Engineer prior to bid.
- D. Due to the nature of the interior water cavity's design and scope of the structural repairs, only NSF approved zinc and 100% solids epoxy coating systems will be considered as alternatives. No thinning will be permitted.

2.03 MATERIALS - INTERIOR WET COATING - TNEMEC

- A. Interior Coating System (Surface Temperature above 50degreesF) - Two (2) coat system and full stripe coat.
 1. Prime Coat: Series 94H2O Hydro-Zinc, 2.5 - 3.5 mils DFT.
 2. Stripe Coat: Series 22 Epoxoline or Series V140, contrasting color to finish coating.
 3. Finish Coat: Series 22 Epoxoline, 25.0 - 30.0 mils DFT, white.
- B. Interior Coating System (Surface Temperature above 35degreesF) - Two (2) coat system and full stripe coat.
 1. Prime Coat: Series 94H2O Hydro-Zinc, 2.5 - 3.5 mils DFT.
 2. Stripe Coat: Series 22 Epoxoline or Series V140, contrasting color to finish coating.
 3. Finish Coat: Series FC22 Epoxoline, 25.0 - 30.0 mils DFT, white.

2.04 MATERIALS - INTERIOR WET COATING - SHERWIN WILLIAMS

- A. Interior Coating System - Three (3) coat system and full stripe coat.
 1. Prime Coat: Corothane 1 Galvapak 1K Zinc Primer, 2.5 - 3.5 mils DFT.
 2. Stripe Coat: Duraplate UHS Epoxy. Stripe coat to be contrasting color to intermediate coat.
 3. Finish Coat: Duraplate UHS Epoxy, 25.0-30.0 mils DFT, white.

2.05 MATERIALS - EXTERIOR COATING - TNEMEC

- A. Exterior Coating System: Three (3) coat system and full stripe coat.
 1. Prime Coat: Series 94H2O Hydro-Zinc, 2.5 - 3.5 mils DFT.
 2. Stripe Coat: Series 27FC Typoxy. Stripe coat to be contrasting color to intermediate coat.
 3. Intermediate Coat: Series 27FC Typoxy, 4.0 - 6.0 mils DFT.
 4. Finish Coat: Series 1074U Endura Shield II; 3.0 - 5.0 mils DFT. Color(s) to be selected by the Owner.

2.06 MATERIALS - ALTERNATE EXTERIOR COATING - TNEMEC

- A. Exterior Coating System: Three (3) coat system and full stripe coat.
 1. Prime Coat: Series 94H2O Hydro-Zinc, 2.5 - 3.5 mils DFT.
 2. Stripe Coat: Series 73 Endura Shield. Stripe coat to be contrasting color to intermediate coat.
 3. Intermediate Coat: Series 73 Endura Shield, 3.0 - 6.0 mils DFT.
 4. Finish Coat: Series V700 Hydroflon, 2.0 - 3.0 mils DFT. Color(s) to be selected by the Owner.

2.07 MATERIALS - EXTERIOR COATING - SHERWIN WILLIAMS

- A. Exterior Coating System: Three (3) coat system and full stripe coat.
 1. Prime Coat: Corothane 1 Galvapak 1K Zinc Primer, 2.5 - 3.5 mils DFT.
 2. Stripe Coat: Macropoxy 646. Stripe coat to be contrasting color to intermediate coat.

3. Intermediate Coat: Macropoxy 646, 4.0 - 6.0 mils DFT.
4. Finish Coat: High Solids Polyurethane or Acrolon 218, 3.0 - 5.0 mils DFT. Color(s) to be selected by the Owner.

2.08 MATERIALS - ALTERNATE EXTERIOR COATING - SHERWIN WILLIAMS

- A. Exterior Coating System: Three (3) coat system and full stripe coat.
 1. Prime Coat: Corothane 1 Galvapak 1K Zinc Primer, 2.5 - 3.5 mils DFT.
 2. Stripe Coat: High Solids Polyurethane or Acrolon 218. Stripe coat to be contrasting color to intermediate coat.
 3. Intermediate Coat: High Solids Polyurethane or Acrolon 218, 3.0 - 6.0 mils DFT.
 4. Finish Coat: Fluorokem HS, 2.0 - 3.0 mils DFT. Color(s) to be selected by the Owner.

2.09 MATERIALS - FOUNDATION COATING - TNEMEC (ALTERNATE)

- A. Exterior Foundation Coating System:
 1. Prime Coat (steel tank surfaces only): Series 94H2O Hydro-Zinc as per exterior coating system utilized above.
 2. Second Coat (steel tank and concrete surfaces): Series 27FC Typoxy, 4.0 - 6.0 mils DFT (apply down to 4-inches below finished grade).
 3. Third Coat: Series 152 Tneme-Tape. Tape to be applied to tank baseplate and concrete foundation overlapping 1-inch horizontally at steel / concrete interface.
 4. Fourth Coat: Series 118 Uni-Bond Mastic, 6.0 - 8.0 mils DFT (contrasting color to finish coat).
 5. Fifth Coat: Series 118 Uni-Bond Mastic, 6.0 - 8.0 mils DFT (contrasting color to finish coat).
 6. Finish Coat: Series 1074U Endura Shield II or Series V700 Hydroflon as per exterior coating system utilized above.

2.10 MATERIALS - FOUNDATION COATING - SHERWIN WILLIAMS (ALTERNATE)

- A. Exterior Foundation Coating System:
 1. Prime Coat (steel tank surfaces only): Corothane 1 Galvapak 1K Zinc Primer, as per exterior coating system utilized above.
 2. Second Coat (steel tank and concrete surfaces): Recoatable Epoxy Primer, 4.0 - 6.0 mils DFT (apply down to 4-inches below finished grade).
 3. Third Coat: Uniflex 2-inch or 4-inch seam tape. Tape to be applied to tank baseplate and concrete foundation overlapping 1-inch horizontally at steel / concrete interface.
 4. Finish Coat: ConFlex Sherlastic 100% Acrylic Elastomeric coating, 4.0 - 6.0 mils DFT. Color to be selected by the Owner.

2.11 ACCESSORIES

- A. Pit Filler: Modified epoxy; non-shrinking filler, compatible with Steel; Series 215 surfacing epoxy manufactured by Tnemec Company, Inc., Steel-Seam 910 epoxy filler compound manufactured by Sherwin Williams, or specifically approved equal.
- B. Seam Sealer/Caulk: Shall be as recommended by coating manufacturer.

2.12 TESTING

- A. The Engineer shall have the right to take random samples of blast media from the Contractor's equipment at any time. These samples may be sent to a certified lab to be analyzed for non-specified contamination or analyzed by Engineer's representative.

- B. The Engineer shall have the right to take random samples of coating from the painter's bucket as it is being applied to the tank. These samples will be sent to the coating manufacturer for analysis to determine constituents and type of coating.
- C. Cost of testing coating products shall be borne by Contractor and under no circumstances will additional compensation be allowed to the Contractor to pay for this testing. Results shall be provided directly to Engineer within two (2) weeks of sample collection.
- D. No material of any kind shall be used until it has been inspected and accepted by the Engineer. All materials rejected shall be immediately removed from the work and not again offered for inspection.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Contractor shall verify and record existing ambient condition and substrate conditions prior to proceeding with any work and submit to Engineer/Owner's representative prior to requesting Engineer's /Owner's representative's verification.
- B. Contractor shall verify substrate is properly prepared, properly cleaned, and or properly coated in accordance with project specifications prior to proceeding with any additional work and prior to requesting Engineer's /Owner's representative's verification.
- C. Should the Contractor request verification from Engineer/Owner's representative and work is not in conformance with requirements Contractor shall pay \$500 per occurrence to cover the costs to the Owner.

3.02 PREPARATION - GENERAL

- A. The Contractor shall utilize recyclable steel abrasive for all surface preparation activities. Grit shall be new.
- B. The Contractor shall utilize a coating and media stabilizer, such as FESI-BOND™, designed to convert leachable heavy metal containing waste to a non-hazardous material when tested for TCLP. All waste generated on-site shall be tested and deemed non-hazardous prior to off-site disposal.
- C. Abrasive blast all interior surfaces to near-white finish (SSPC SP-10), unless otherwise noted, to achieve an angular surface profile between 2 - 3 mils.
- D. Abrasive blast all exterior surfaces to commercial finish (SSPC SP-6), unless otherwise noted, to achieve an angular surface profile between 2 - 3 mils.
- E. Abrasive blast all exterior concrete surfaces of the tank foundations to SSPC SP-7 "Brush-Off" to remove all loose material.
- F. Blast cleaned surface, when viewed without magnification, shall be free of all visible coatings oil, grease, dirt, mill scale, rust, oxides, corrosion products, dust and other foreign matter as noted in Chapter 2, SSPC Painting Manual Volume 2. Comparison of blast cleaned surfaces will be made to SSPC-VIS 1-89.
- G. Pressure wash all interior and exterior surfaces upon completion of the prime coat, and prior to the application of any additional coatings in accordance with Section 025129.13 - High Pressure Water Cleaning. (No HoldTight 102 for this wash phase).

- H. Pit filler shall be applied to all pits that are greater than 25% of the original steel surface thickness or as deemed necessary by the Engineer or his representative.
- I. The pit filler shall be applied prior to the application of the first coat and in accordance with manufacturer's instructions. If the manufacturer's instructions differ from the project specifications, the determination shall be made by the Engineer.
- J. All areas shall be cleaned prior to any coating application. All surfaces to be coated shall be dry. All ferrous metal surfaces including, structural members and ladders, shall be properly cleaned and prepared as per project specifications.
- K. Weld projections or irregular portions of welds, or any steel defects that would interfere with proper coating of the steel shall be ground smooth, as directed by the Engineer or his representative at any time, prior to or during the surface preparation and coating application.
- L. Explosion proof lighting is required during all interior operations.

3.03 APPLICATION

- A. Apply coating in strict conformance with the manufacturer's instructions and requirements. If the manufacturer's instructions differ from the project specifications, the more stringent will apply.
- B. All interior epoxy finish coats shall be applied by plural component spray pump equipment only. Pump must be computer regulated to automatically stop if pump goes off ratio during application. Contractor must have a certified plural component pump technician operating the pump during the entire application phase regardless of sequence.
- C. Before coating is applied to the steel surfaces, steps shall be taken, either by circulation of air or by the application of heat, to dry the metal surfaces completely.
- D. No coatings shall be applied when the steel surface temperature is less than 5 degrees Fahrenheit (3 degrees Celsius) above the dew point.
- E. No coatings shall be applied when the relative humidity is above 80% or as recommended by manufacturer. If the specifications differ from the manufacturer's recommendations, the more stringent will apply.
- F. No surfaces shall be coated that are not in compliance with SSPC surface preparation standards or any other part of the project specifications.
- G. All coatings shall be applied at the specified thickness. Improper film thickness shall be corrected at the discretion of the Engineer, with proper surface preparation and application of additional coating, or removed to bare steel and prepared as per this section.
- H. All coating applications shall be inspected by the Engineer prior to the application of any succeeding coats. All coats shall be applied to the dry film thickness specified.
- I. The minimum and maximum total dry film thickness shall be as indicated in this section. The Contractor shall have available on the job a satisfactory electronic type gauge for measuring film thickness. Gauge must be calibrated, verified and adjusted in accordance with SSPC PA2.
- J. A brush applied stripe coat, of different color, shall be applied to all weld seams, edges, seams, and areas not accessible for spray applications. The stripe coat shall be applied after the first coat but prior to the second coat. Stripe coat must be dry to touch prior to applying additional coating. Max re-coat window for all stripe coats interior and exterior shall not exceed 5 days. If

the max re-coat window is exceeded, the stripe coat must be blasted off and coating system reapplied.

- K. The coating shall be applied as a continuous film of uniform thickness, free of pores, to the maximum extent practicable. A crosshatch spray pattern shall be made across any surface. Any holidays or areas missed in the application shall be recoated within the maximum re-coat time or be corrected with the proper surface preparation and cleaning prior to the application of the subsequent coating.
- L. All coatings that are specified shall only be acceptable in the number of coats specified in the contract documents.
- M. The Contractor shall be responsible for applying and curing the interior coating to prevent excess organic contaminants from entering the water when the tank is filled. The Contractor shall ventilate the tank to protect workers and to adequately cure each coat applied.
- N. Seam sealer shall be applied to all gaps that are not seal welded or any other crevice where coatings can-not be thoroughly applied.
- O. Seam sealer shall be applied after the final coating has been applied on the interior. Seam sealer shall be applied after the intermediate coating, but prior to final coating, or as directed by the Engineer or Owner's representative for exterior applications.
- P. After the recommended cure time for immersion service, as stipulated by manufacturer, has expired, the Contractor shall pressure wash, using a minimum of 4,000 PSI, to clean all visible debris from the entire tank. Actual curing time varies with air temperature, substrate temperature, air movement, and film thickness.
- Q. All coatings applied shall be free of any runs, drips, sags, roller nap, brush hairs, or any other foreign matter.

3.04 CLEANING

- A. All surfaces shall be free of all dirt, oil, blast media, debris, or any other foreign matter prior to the application of any coating.
- B. The Contractor shall maintain his work area in a neat, orderly fashion. Accumulation of debris, used sand, muck, rust, scale, etc., shall be frequently (not to exceed 1 week) cleaned up and removed from the site. Thinners used to clean spray guns and other tools and equipment shall be held in containers and removed from the site to an approved disposal area by the Contractor. Provide certificates from the disposal site indicating that the material has been properly disposed of.
- C. Upon completion of the work, all excess material, rigging, empty containers, etc., shall be removed from the site. Buildings and grounds shall be left in as good condition as when work was started.
- D. The Contractor shall perform a final cleaning of the site, and site structures upon completion of all specified work, unfinished items lists, and restoration.

3.05 FIELD QUALITY CONTROL

- A. The Engineer will inspect the coating application as it is being performed.
- B. The Engineer reserves the right to accept each phase of the work before further work may be conducted, to halt all Work deemed to be improper or not in compliance with project specifications, and to require the Contractor to promptly correct all improper practices or

deficient work. Contractor shall notify the Engineer's/representative's 24 hours minimum prior to the following:

1. Prior to and upon mobilization by the Contractor.
2. Prior to the delivery and upon receiving of any materials, equipment, supplies, or personnel.
3. Prior to and upon completion of any installation of permanent or nonpermanent items on to the tank.
4. Prior to the start of hot work (of any item).
5. Upon completion of hot work (of any item).
6. Prior to the erection of containment.
7. Upon completion of the erection of containment.
8. Prior to the start of surface preparation (of any section, zone, or area).
9. Upon completion of surface preparation (of any section, zone, or area).
10. Prior to the application of any coating or lining (on any section, zone, or area).
11. Upon completion of application of any coating or lining (on any section, zone, or area).
12. Following the curing of any coating or lining (of any section, zone, or area).
13. Prior to the dismantling or removal of the containment.
14. Upon completion of the dismantling or removal of the containment.
15. Prior to and upon completion of disinfection.
16. Prior to and upon completion of any sampling or testing.

C. The Engineer reserves the right to conduct any testing, both destructive and nondestructive, at any time for inspection or evaluation purposes. The Contractor shall repair any areas damaged by testing at no additional cost. For purposes of bidding the Contractor shall expect to repair six (6) tested areas.

D. The Contractor shall submit to the Engineer three test panels (for interior and exterior), one foot by one foot by $\frac{1}{4}$ inch thick steel plates. Test panels shall be:

1. Abrasive blasted as specified by contract documents.
2. Coated with specified coatings system.
3. Coated in sequence with the project in the same environmental conditions.

E. Any expenses incurred for corrective measures required as the result of improper practices and/or defective or deficient work shall be borne by the Contractor and the extent of these corrective measures shall be at the discretion of the Engineer.

F. The tank is to be properly rigged with safety lines to provide access for inspection of entire tank at all times. The Contractor must provide rigging / access that allows the inspector to physically touch the substrate being inspected, no exceptions. The Contractor shall provide access to all equipment, containers, and office space as deemed necessary by the Engineer or his representative.

G. The use of a float or a raft on the tank interior will not be permitted.

H. Sufficient lighting shall be provided to insure proper safety conditions and permit inspection.

I. Spotlights attached to blast nozzles are recommended to provide sufficient illumination on the surface being blasted.

J. All manholes and other tank openings shall remain open during cleaning, coating application, and curing operations.

K. The Contractor is to test the spent abrasive for TCLP. The results are to be submitted directly to the Engineer.

- L. All coatings shall be checked and verified with a high-voltage Holiday detector by the Contractor. Testing shall be performed in accordance with Section 5.1.3 of AWWA D102-03 and NACE SPO188. The Engineer must be notified a minimum of 24 hours prior to testing. All Holidays indicated shall be repaired. These areas shall be re-tested after the appropriate curing time. The coating system must pass the Holiday test based on the newly applied coating thickness.
- M. The Engineer will then conduct a final high-voltage Holiday detection in accordance with Section 5.1.3 of AWWA D102-03 and NACE SPO188 after the appropriate curing time. The coating must pass the Holiday test based on the newly applied coating thickness.
- N. The interior coating shall be completely cured and the solvents shall be adequately released, and the tank shall not be filled with water until observed by the Owner/Engineer. The Contractor shall perform a solvent rub test, pencil hardness test, or other industry recognized testing procedures recommended by the coating manufacturer to determine if the coatings have cured prior to filling the tank.

3.06 DISPOSAL OF MATERIALS

- A. Removed paint, cleaning debris, and abrasive materials shall be contained in new or reconditioned 55-gallon drums or roll-off containers. Drums or containers shall be sealed (watertight) to prevent rain infiltration and leakage. The Contractor shall label the drums or containers in accordance with federal and state regulations.
- B. All waste materials shall be disposed of in accordance with the requirements of the USEPA and NYSDEC.
- C. Unless otherwise specified, all waste materials shall become the property of the Contractor. The Contractor shall be responsible for the safe and proper removal of all waste materials and the disposal of such waste materials at a licensed waste disposal facility.
- D. All fees, transportation costs, etc. are the responsibility of the Contractor. The Contractor shall bear full responsibility for any and all fines or assessments levied against the project due to improper handling and disposal of the waste material.

END OF SECTION 099870

PART 1 - GENERAL**1.01 SECTION INCLUDES**

- A. Tank vent.

1.02 RELATED SECTIONS

- A. Section 099870 - Steel Tank Coating System.

1.03 REFERENCES

- A. AWS A2.0 - Standard Welding Symbols
- B. AWS D1.0 - Code for Welding in Building Construction
- C. AWS D1.1 - Structural Welding Code

1.04 DESIGN REQUIREMENTS

- A. Minimum capacity: 1,000 CFM

1.05 SUBMITTALS

- A. Submit under provisions of Section 013300.
- B. Shop drawings: Indicate profiles, sizes, connection attachments, reinforcing, size and type of fasteners, and accessories. Indicate welded connections using AWS A2.0 welding symbols.

1.06 QUALITY ASSURANCE

- A. Fabricate vent in accordance with AWS D1.0 and AWS D1.1.
- B. Maintain one (1) copy of each document on site.

1.07 DELIVERY, STORAGE AND HANDLING

- A. Deliver, store, protect, and handle products to the site under provisions of Sections 016500.
- B. Fabricate and deliver products to the site in largest sections practical.
- C. Do not handle vent in a manner which will damage or distort vent.
- D. Do not store vent directly on the ground.

1.08 FIELD MEASUREMENTS

- A. Verify that field measurements are as indicated on approved shop drawings.

1.09 COORDINATION

- A. Coordinate work under provisions of Section 013100.
- B. Coordinate installation of vent with fabrication of substrate and all other adjacent work.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Vent: Fully weatherproof and freezeproof; aluminum construction; designed to prevent the ingress of birds, animals, insects, dust, and water.

2.02 FABRICATION

- A. Fabricate vent to be freeze proof and to provide sufficient air capacity during maximum rate of inflow or outflow of water to the tank so that dangerous pressures do not develop.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify existing plate or cut opening in tank roof to accommodate new vent.
- B. Install saucer plate or cut opening in tank roof to accommodate new vent.
- C. Verify tank shell is ready to receive work of this section.

3.02 INSTALLATION

- A. Install roof vent in accordance with approved shop drawings.
- B. Install roof vent vertical and plumb.

END OF SECTION 108900

PART 1 - GENERAL

1.01 SCOPE

- A. Climbing safety device.

1.02 RELATED SECTIONS

- A. Section 055133.13 - Fixed Metal Ladders.

1.03 REFERENCES

- A. OSHA 1910.27.
- B. ANSI A14.3.

1.04 SYSTEM DESCRIPTION

- A. Fall protection for climbing elevated tank ladders which allows the climber hands-free operation whether ascending or descending.

1.05 SUBMITTALS

- A. Product data.
- B. Manufacturer's installation instructions.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. LAD-SAF System, DBI/SALA.
- B. Or approved equal.

2.02 COMPONENTS

- A. 3/8" (9.25mm) diameter stainless steel cables, brackets and hardware.
- B. Two (2) stainless steel fall prevention sleeve's for 3/8" (9.25mm) climbing cable, Model 6160054.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Install in accordance with manufacturer's installation instructions.

3.02 DEMONSTRATION

- A. Demonstrate operation of system to Owner.
- B. Provide a two (2) hour in-field demonstration of climbing safety device to Owner's personnel.

END OF SECTION 108905

PART 1 - GENERAL

1.01 SUMMARY

- A. Replace or restore disturbed or damaged surfaces including, but not limited to, roadways, driveways, walks, curbs, drains, fences, walls, lawns, trees, shrubs, and plantings.

PART 2 - PRODUCTS

NOT USED.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Prior to starting construction, the Contractor, Owner, and Engineer shall inspect construction areas. The condition of the site, limits of construction, and existence of improvements shall be mutually agreed upon at this time. The Contractor is advised to take photographs as he may deem necessary to depict existing conditions. The intent of these specifications is to restore disturbed areas to a condition equal to or better than their original condition.

3.02 INSTALLATION

- A. The general characteristics of each construction area are shown on the contract drawings. Restoration of disturbed areas shall be as specified herein and within the following sections:
 1. Paved Roads, Driveways, and Walks - Where trenches have been excavated in and across paved areas, the Contractor shall furnish, place, and maintain temporary pavement over the trenches until approval is given by the Engineer for placement of permanent pavements. Bituminous surface pavements shall be equal to the thickness of the existing pavements, and the top course shall match the existing top course. Concrete pavements and walkways shall be at least equal to that existing prior to construction.
 2. Curbs, Drains, Fences, and Walls - Where feasible to do so without causing permanent damage and where approved by the Engineer, the Contractor may remove, store and reconstruct in their original location and condition curbs, drains, fences, walls and similar improvements which interfere with construction. Such reconstruction shall not be made in trench areas until the backfill has been given time to settle. Where reconstruction is not feasible or where the Contractor has caused irreparable damage to the improvement, damaged improvements shall be removed from the site and replaced, as approved. Where required or where originally provided, the Contractor shall construct or restore foundations, footings, or other approved supports for the kinds of improvements specified herein whether reconstructed or replaced new.
 3. Lawns - Lawns and grassed areas which have been excavated, damaged by movement of construction equipment, damaged by the storage of materials, or damaged in any other way as a result of the Contractor's operations shall be restored by approved hydroseeding operations.
 4. Trees, Shrubs, and Landscaping - Trees, shrubs, and landscaped areas that have been excavated, damaged by movement of construction equipment, damaged by the storage of materials, or damaged in any other way as a result of the Contractor's operations shall be restored or replaced with plants of equal value, subject to prior approval of the Engineer.

END OF SECTION 320140

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Water quality sampling of potable water:
 - 1. Storage tanks

1.02 RELATED SECTIONS

- A. Section 331160 - Disinfection of Water Storage Facilities

1.03 SUBMITTALS

- A. Test Reports: Indicate results comparative to specified requirements.
- B. Certificate: Certify that cleanliness of potable water equipment meets or exceeds specified requirements.

1.04 PROJECT RECORD DOCUMENTS

- A. Prepare and submit complete water analysis results with the following information:
 - 1. Date issued, project name and testing laboratory name, address and telephone number.
 - 2. Time and date of water sample collection.
 - 3. Name of person collecting samples.
 - 4. Test locations.
 - 5. Chlorine residual testing
 - 6. Initial and 24-hour disinfectant residuals in ppm.
 - 7. Coliform bacteria and chemical test results.
 - 8. Certification that water conforms or fails to conform to New York State Drinking Water Standards.
 - 9. Laboratory Director's signature and authority.

1.05 QUALIFICATIONS

- A. Testing Firm: Laboratory specializing in testing potable water systems, approved by the New York State Department of Health. Owner approved laboratory, Pace Analytical Services, Inc.

1.06 REGULATORY REQUIREMENTS

- A. The Suffolk County Department of Health Services will be notified of the date of water quality testing to allow sampling by the Health Department. Provide Engineer three (3) days advanced notification of proposed sampling date.

PART 2 - MATERIALS

NOT USED.

PART 3 - EXECUTION

3.01 EXECUTION

- A. Sampling required after completion of installation, for health department approval of completed works:

Type of Work	Tap	R/T	Sampling Time (minutes after startup)			Notes
			MIC	POC	IOC	
Water Storage Tank	Sample line	T	2, 30, 60	30	30	Tank shall sit filled for 24 hours prior to first sample.

R = Raw/Influent

T = Treated/Effluent

MIC =Microbiological

POC =Principal Organic Contaminant

IOC =Inorganic Contaminant

- B. Chlorine residual samples shall be taken prior to collection. Microbiological samples shall not be collected if chlorine residual is greater than 0.1 mg/L, or greater than distribution system residual, if chlorinated system water is used for testing.
- C. Microbiological testing shall continue until two (2) consecutive sets, 24 hours apart, show negative results. Collect samples 24-hours after flushing disinfectant and refilling with potable water.
- D. If water quality in system does not meet the bacteriological requirements of the Suffolk County Department of Health Services for potable water, the Contractor, at no additional cost to the owner, shall re-chlorinate or take other steps necessary to provide acceptable water quality. Samples shall be collected and analyzed after each attempt. All costs associated with subsequent sampling shall be borne directly by the Contractor.

3.02 QUALITY CONTROL

- A. Provide analysis and testing of potable water at locations indicated within this specification or as directed by the Engineer.
- B. Test samples in accordance with ANSI/AWWA C652 and Suffolk County Department of Health Services.

END OF SECTION 331120

PART 1 - GENERAL**1.01 SECTION INCLUDES**

- A. Disinfection of potable water storage facility.

1.02 REFERENCES

- A. ANSI/AWWA B300 - Standard for Hypochlorites.
- B. ANSI/AWWA B301 - Standard for Liquid Chlorine.
- C. ANSI/AWWA C652 - Standard for Disinfection of Water Storage Facilities.

1.03 SUBMITTALS

- A. Test Reports: Indicate results comparative to specified requirements.
- B. Certificate: Certify that cleanliness of water storage facilities system meets or exceeds specified requirements.

1.04 PROJECT RECORD DOCUMENTS

- A. Disinfection Report Record:
 - 1. Type and form of disinfectant used.
 - 2. Date and time of disinfectant injection start and time of completion.
 - 3. Test locations.
 - 4. Chlorine residual testing
 - 5. Initial and 24-hour disinfectant residuals (quantity in treated water) in ppm for each outlet tested.
 - 6. Date and time of flushing start and completion.
 - 7. Disinfectant residual after flushing in ppm for each outlet tested.
- B. Bacteriological, Chemical and Organic Chemical Report Record:
 - 1. Date issued, project name and testing laboratory name, address and telephone number.
 - 2. Time and date of water sample collection.
 - 3. Name of person collecting samples.
 - 4. Test locations.
 - 5. Initial and 24-hour disinfectant residuals in ppm.
 - 6. Coliform bacteria and chemical test results.
 - 7. Certification that water conforms or fails to conform to New York State drinking water standards.
 - 8. Laboratory Director's signature and authority.

1.05 QUALITY ASSURANCE

- A. Perform work in accordance with ANSI/AWWA C652.

1.06 QUALIFICATIONS

- A. Water Treatment Firm: Company specializing in disinfecting potable water systems specified in this Section with minimum three (3) years experience.
- B. Testing Firm: Company specializing in testing potable water systems, approved by the New York State Department of Health.

1.07 REGULATORY REQUIREMENTS

- A. Conform to Recommended Standards for Water Works and applicable codes or regulations for performing the work of this Section.
- B. Water quality to conform to New York State drinking water standards after completion of disinfection.
- C. The Health Department will be notified of the date of water quality testing to allow sampling by the Health Department. Provide Engineer three (3) days advanced notification of proposed sampling date.

PART 2 - PRODUCTS

2.01 DISINFECTION CHEMICALS

- A. ANSI/AWWA B300, Hypochlorite.
- B. ANSI/AWWA B301, Liquid Chlorine.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify that tank has been cleaned and inspected.

3.02 EXECUTION

- A. Provide required equipment to perform the work of this Section. The Owner will provide the water required for the initial disinfection and filling of the tank. The Contractor shall pay for the water required for any subsequent filling of the tank based on the retail water rate.
- B. Disinfect water storage facility in accordance with Method 1 or Method 2 of AWWA C652.
- C. Collect samples after retention period and refilling with potable water. Samples shall not be collected if chlorine residual is greater than 0.1 mg/L.
- D. Collect sample from tank sampling point at 2, 30 and 60 for bacteriological analysis, as listed in table 6 of Part 5, Subpart 5-1 Public Water Systems of the New York State Department of Health Water Quality Monitoring. Repeat bacteriological analysis 24 hours after initial collection.
- E. Collect sample from tank sampling point at 30 minutes and have analyzed for Inorganic Chemicals (IOCs), physical characteristics, and Principal Organic Contaminants (POCs) as listed in Tables 9A and 9D of Part 5, Subpart 5-1 Public Water Systems of the New York State Department of Health Water Quality Monitoring
- F. If water quality in tank does not meet the requirements of the Health Department for potable water, the Contractor shall re-chlorinate tank or take other steps necessary to provide acceptable water quality. Samples shall be collected and analyzed after each attempt at the contractors cost.
- G. Neutralize residual chlorine to less than 1 mg/l with a suitable quantity of sodium bisulfite, sodium sulfide or sodium thiosulfate prior to disposal to drainage system.

3.03 QUALITY CONTROL

- A. Provide analysis and testing of treated water in storage facility.
- B. Test samples in accordance with ANSI/AWWA C652 and Health Department requirements.

END OF SECTION 331160

Appendix A

December 30, 2020

Arthur Eschete
H2M Group
538 Broad Hollow Rd.
Melville, NY 11747

RE: Project: RDLD2002 12/7
Pace Project No.: 70156440

Dear Arthur Eschete:

Enclosed are the analytical results for sample(s) received by the laboratory on December 11, 2020. The results relate only to the samples included in this report. Results reported herein conform to the applicable TNI/NELAC Standards and the laboratory's Quality Manual, where applicable, unless otherwise noted in the body of the report.

The test results provided in this final report were generated by each of the following laboratories within the Pace Network:

- Pace Analytical Services - Melville
- Pace National - Mt. Juliet

If you have any questions concerning this report, please feel free to contact me.

Sincerely,



Stu Murrell
stu.murrell@pacelabs.com
(631)694-3040
Project Manager

Enclosures

cc: J. Minero, H2M Group



REPORT OF LABORATORY ANALYSIS

This report shall not be reproduced, except in full,
without the written consent of Pace Analytical Services, LLC.

CERTIFICATIONS

Project: RDLD2002 12/7

Pace Project No.: 70156440

Pace Analytical Services Long Island

575 Broad Hollow Rd, Melville, NY 11747
 New York Certification #: 10478 Primary Accrediting Body
 New Jersey Certification #: NY158
 Pennsylvania Certification #: 68-00350
 Connecticut Certification #: PH-0435

Maryland Certification #: 208
 Rhode Island Certification #: LAO00340
 Massachusetts Certification #: M-NY026
 New Hampshire Certification #: 2987

Pace Analytical Services National

12065 Lebanon Road, Mt. Juliet, TN 37122
 Alabama Certification #: 40660
 Alaska Certification 17-026
 Arizona Certification #: AZ0612
 Arkansas Certification #: 88-0469
 California Certification #: 2932
 Canada Certification #: 1461.01
 Colorado Certification #: TN00003
 Connecticut Certification #: PH-0197
 DOD Certification: #1461.01
 EPA# TN00003
 Florida Certification #: E87487
 Georgia DW Certification #: 923
 Georgia Certification: NELAP
 Idaho Certification #: TN00003
 Illinois Certification #: 200008
 Indiana Certification #: C-TN-01
 Iowa Certification #: 364
 Kansas Certification #: E-10277
 Kentucky UST Certification #: 16
 Kentucky Certification #: 90010
 Louisiana Certification #: AI30792
 Louisiana DW Certification #: LA180010
 Maine Certification #: TN0002
 Maryland Certification #: 324
 Massachusetts Certification #: M-TN003
 Michigan Certification #: 9958
 Minnesota Certification #: 047-999-395
 Mississippi Certification #: TN00003
 Missouri Certification #: 340
 Montana Certification #: CERT0086
 Nebraska Certification #: NE-OS-15-05

Nevada Certification #: TN-03-2002-34
 New Hampshire Certification #: 2975
 New Jersey Certification #: TN002
 New Mexico DW Certification
 New York Certification #: 11742
 North Carolina Aquatic Toxicity Certification #: 41
 North Carolina Drinking Water Certification #: 21704
 North Carolina Environmental Certificate #: 375
 North Dakota Certification #: R-140
 Ohio VAP Certification #: CL0069
 Oklahoma Certification #: 9915
 Oregon Certification #: TN200002
 Pennsylvania Certification #: 68-02979
 Rhode Island Certification #: LAO00356
 South Carolina Certification #: 84004
 South Dakota Certification
 Tennessee DW/Chem/Micro Certification #: 2006
 Texas Mold Certification #: LAB0152
 Texas Certification #: T 104704245-17-14
 USDA Soil Permit #: P330-15-00234
 Utah Certification #: TN00003
 Virginia Certification #: VT2006
 Vermont Dept. of Health: ID# VT-2006
 Virginia Certification #: 460132
 Washington Certification #: C847
 West Virginia Certification #: 233
 Wisconsin Certification #: 998093910
 Wyoming UST Certification #: via A2LA 2926.01
 A2LA-ISO 17025 Certification #: 1461.01
 A2LA-ISO 17025 Certification #: 1461.02
 AIHA-LAP/LLC EMLAP Certification #:100789

REPORT OF LABORATORY ANALYSIS

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SAMPLE ANALYTE COUNT

Project: RDLD2002 12/7
 Pace Project No.: 70156440

Lab ID	Sample ID	Method	Analysts	Analytes Reported	Laboratory
70156440001	SAMPLE #1 SOIL SP-1	EPA 6010C	KM1	7	PACE-MV
		EPA 7470A	ABL	1	PAN
70156440002	SAMPLE #2 SOIL SP-2	EPA 6010C	KM1	7	PACE-MV
		EPA 7470A	ABL	1	PAN
70156440003	SAMPLE #3 SOIL SP-3	EPA 6010C	KM1	7	PACE-MV
		EPA 7470A	ABL	1	PAN
70156440004	SAMPLE #4 SOIL SP-4	EPA 6010C	KM1	7	PACE-MV
		EPA 7470A	ABL	1	PAN
70156440005	SAMPLE #5 SOIL SP-5	EPA 6010C	KM1	7	PACE-MV
		EPA 7470A	ABL	1	PAN

PACE-MV = Pace Analytical Services - Melville

PAN = Pace National - Mt. Juliet

REPORT OF LABORATORY ANALYSIS

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ANALYTICAL RESULTS

Project: RDLD2002 12/7

Pace Project No.: 70156440

Sample: SAMPLE #1 SOIL SP-1 Lab ID: 70156440001 Collected: 12/07/20 12:00 Received: 12/11/20 09:43 Matrix: Solid

Results reported on a "wet-weight" basis

Parameters	Results	Units	Report Limit	DF	Prepared	Analyzed	CAS No.	Qual
6010 MET ICP, TCLP		Analytical Method: EPA 6010C Preparation Method: EPA 3005A Leachate Method/Date: EPA 1311; 12/15/20 19:54 Pace Analytical Services - Melville						
Arsenic	<0.050	mg/L	0.050	1	12/17/20 10:44	12/18/20 11:01	7440-38-2	
Barium	<1.0	mg/L	1.0	1	12/17/20 10:44	12/18/20 11:01	7440-39-3	
Cadmium	<0.012	mg/L	0.012	1	12/17/20 10:44	12/18/20 11:01	7440-43-9	
Chromium	<0.050	mg/L	0.050	1	12/17/20 10:44	12/18/20 11:01	7440-47-3	
Lead	0.032	mg/L	0.025	1	12/17/20 10:44	12/18/20 11:01	7439-92-1	
Selenium	<0.050	mg/L	0.050	1	12/17/20 10:44	12/18/20 11:01	7782-49-2	
Silver	<0.050	mg/L	0.050	1	12/17/20 10:44	12/18/20 11:01	7440-22-4	
Mercury 7470A TCLP		Analytical Method: EPA 7470A Preparation Method: 7470A Leachate Method/Date: 1311; 12/24/20 08:58 Initial pH: 6.89; Final pH: 4.83 Pace National - Mt. Juliet						
Mercury	<0.0100	mg/L	0.0100	1	12/26/20 16:15	12/28/20 14:55	7439-97-6	

REPORT OF LABORATORY ANALYSIS

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ANALYTICAL RESULTS

Project: RDLD2002 12/7

Pace Project No.: 70156440

Sample: SAMPLE #2 SOIL SP-2 Lab ID: 70156440002 Collected: 12/07/20 12:00 Received: 12/11/20 09:43 Matrix: Solid

Results reported on a "wet-weight" basis

Parameters	Results	Units	Report Limit	DF	Prepared	Analyzed	CAS No.	Qual
6010 MET ICP, TCLP		Analytical Method: EPA 6010C Preparation Method: EPA 3005A Leachate Method/Date: EPA 1311; 12/15/20 19:54 Pace Analytical Services - Melville						
Arsenic	<0.050	mg/L	0.050	1	12/17/20 10:44	12/18/20 11:03	7440-38-2	
Barium	<1.0	mg/L	1.0	1	12/17/20 10:44	12/18/20 11:03	7440-39-3	
Cadmium	<0.012	mg/L	0.012	1	12/17/20 10:44	12/18/20 11:03	7440-43-9	
Chromium	<0.050	mg/L	0.050	1	12/17/20 10:44	12/18/20 11:03	7440-47-3	
Lead	<0.025	mg/L	0.025	1	12/17/20 10:44	12/18/20 11:03	7439-92-1	
Selenium	<0.050	mg/L	0.050	1	12/17/20 10:44	12/18/20 11:03	7782-49-2	
Silver	<0.050	mg/L	0.050	1	12/17/20 10:44	12/18/20 11:03	7440-22-4	
Mercury 7470A TCLP		Analytical Method: EPA 7470A Preparation Method: 7470A Leachate Method/Date: 1311; 12/24/20 08:58 Initial pH: 6.36; Final pH: 4.82 Pace National - Mt. Juliet						
Mercury	<0.0100	mg/L	0.0100	1	12/26/20 16:13	12/30/20 09:51	7439-97-6	

REPORT OF LABORATORY ANALYSIS

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ANALYTICAL RESULTS

Project: RDLD2002 12/7

Pace Project No.: 70156440

Sample: SAMPLE #3 SOIL SP-3 Lab ID: 70156440003 Collected: 12/07/20 12:00 Received: 12/11/20 09:43 Matrix: Solid

Results reported on a "wet-weight" basis

Parameters	Results	Units	Report Limit	DF	Prepared	Analyzed	CAS No.	Qual
6010 MET ICP, TCLP		Analytical Method: EPA 6010C Preparation Method: EPA 3005A Leachate Method/Date: EPA 1311; 12/15/20 19:54 Pace Analytical Services - Melville						
Arsenic	<0.050	mg/L	0.050	1	12/17/20 10:44	12/18/20 11:05	7440-38-2	
Barium	<1.0	mg/L	1.0	1	12/17/20 10:44	12/18/20 11:05	7440-39-3	
Cadmium	<0.012	mg/L	0.012	1	12/17/20 10:44	12/18/20 11:05	7440-43-9	
Chromium	<0.050	mg/L	0.050	1	12/17/20 10:44	12/18/20 11:05	7440-47-3	
Lead	<0.025	mg/L	0.025	1	12/17/20 10:44	12/18/20 11:05	7439-92-1	
Selenium	<0.050	mg/L	0.050	1	12/17/20 10:44	12/18/20 11:05	7782-49-2	
Silver	<0.050	mg/L	0.050	1	12/17/20 10:44	12/18/20 11:05	7440-22-4	
Mercury 7470A TCLP		Analytical Method: EPA 7470A Preparation Method: 7470A Leachate Method/Date: 1311; 12/24/20 08:58 Initial pH: 5.77; Final pH: 4.82 Pace National - Mt. Juliet						
Mercury	<0.0100	mg/L	0.0100	1	12/26/20 16:13	12/30/20 09:53	7439-97-6	

REPORT OF LABORATORY ANALYSIS

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ANALYTICAL RESULTS

Project: RDLD2002 12/7

Pace Project No.: 70156440

Sample: SAMPLE #4 SOIL SP-4 Lab ID: 70156440004 Collected: 12/07/20 12:00 Received: 12/11/20 09:43 Matrix: Solid

Results reported on a "wet-weight" basis

Parameters	Results	Units	Report Limit	DF	Prepared	Analyzed	CAS No.	Qual
6010 MET ICP, TCLP		Analytical Method: EPA 6010C Preparation Method: EPA 3005A						
Leachate Method/Date: EPA 1311; 12/15/20 19:54								
Pace Analytical Services - Melville								
Arsenic	<0.050	mg/L	0.050	1	12/17/20 10:44	12/18/20 11:12	7440-38-2	
Barium	<1.0	mg/L	1.0	1	12/17/20 10:44	12/18/20 11:12	7440-39-3	
Cadmium	<0.012	mg/L	0.012	1	12/17/20 10:44	12/18/20 11:12	7440-43-9	
Chromium	<0.050	mg/L	0.050	1	12/17/20 10:44	12/18/20 11:12	7440-47-3	
Lead	<0.025	mg/L	0.025	1	12/17/20 10:44	12/18/20 11:12	7439-92-1	
Selenium	<0.050	mg/L	0.050	1	12/17/20 10:44	12/18/20 11:12	7782-49-2	
Silver	<0.050	mg/L	0.050	1	12/17/20 10:44	12/18/20 11:12	7440-22-4	
Mercury 7470A TCLP		Analytical Method: EPA 7470A Preparation Method: 7470A						
Leachate Method/Date: 1311; 12/24/20 08:58 Initial pH: 6; Final pH: 4.83								
Pace National - Mt. Juliet								
Mercury	<0.0100	mg/L	0.0100	1	12/26/20 16:15	12/28/20 14:57	7439-97-6	

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ANALYTICAL RESULTS

Project: RDLD2002 12/7

Pace Project No.: 70156440

Sample: SAMPLE #5 SOIL SP-5 Lab ID: 70156440005 Collected: 12/07/20 12:00 Received: 12/11/20 09:43 Matrix: Solid

Results reported on a "wet-weight" basis

Parameters	Results	Units	Report Limit	DF	Prepared	Analyzed	CAS No.	Qual
6010 MET ICP, TCLP		Analytical Method: EPA 6010C Preparation Method: EPA 3005A						
Leachate Method/Date: EPA 1311; 12/15/20 19:54								
Pace Analytical Services - Melville								
Arsenic	<0.050	mg/L	0.050	1	12/17/20 10:44	12/18/20 11:15	7440-38-2	
Barium	<1.0	mg/L	1.0	1	12/17/20 10:44	12/18/20 11:15	7440-39-3	
Cadmium	<0.012	mg/L	0.012	1	12/17/20 10:44	12/18/20 11:15	7440-43-9	
Chromium	<0.050	mg/L	0.050	1	12/17/20 10:44	12/18/20 11:15	7440-47-3	
Lead	0.72	mg/L	0.025	1	12/17/20 10:44	12/18/20 11:15	7439-92-1	
Selenium	<0.050	mg/L	0.050	1	12/17/20 10:44	12/18/20 11:15	7782-49-2	
Silver	<0.050	mg/L	0.050	1	12/17/20 10:44	12/18/20 11:15	7440-22-4	
Mercury 7470A TCLP		Analytical Method: EPA 7470A Preparation Method: 7470A						
Leachate Method/Date: 1311; 12/24/20 08:58 Initial pH: 6.18; Final pH: 4.82								
Pace National - Mt. Juliet								
Mercury	<0.0100	mg/L	0.0100	1	12/26/20 16:15	12/28/20 14:59	7439-97-6	

REPORT OF LABORATORY ANALYSIS

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QUALITY CONTROL DATA

Project: RDLD2002 12/7

Pace Project No.: 70156440

QC Batch:	1597668	Analysis Method:	EPA 7470A
QC Batch Method:	7470A	Analysis Description:	Mercury 7470A
		Laboratory:	Pace National - Mt. Juliet

Associated Lab Samples:

METHOD BLANK: R3607784-1 Matrix: Solid

Associated Lab Samples: 70156440001, 70156440004, 70156440005

Parameter	Units	Blank Result	Reporting Limit	Analyzed	Qualifiers
Mercury	mg/L	<0.0100	0.0100	12/28/20 14:29	

LABORATORY CONTROL SAMPLE: R3607784-2

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
Mercury	mg/L	0.0300	0.0295	98.4	80.0-120	

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: R3607784-3 R3607784-4

Parameter	Units	MS Result	MSD Spike Conc.	MS Result	MSD Spike Conc.	MS % Rec	MSD % Rec	% Rec Limits	RPD	Qual
Mercury	mg/L	ND	0.0300	0.0300	0.0304	0.0298	101	99.2	75.0-125	2.16

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: R3607784-5 R3607784-6

Parameter	Units	MS Result	MSD Spike Conc.	MS Result	MSD Spike Conc.	MS % Rec	MSD % Rec	% Rec Limits	RPD	Qual
Mercury	mg/L	ND	0.0300	0.0300	0.0325	0.0300	108	100	75.0-125	7.92

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REPORT OF LABORATORY ANALYSIS

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QUALITY CONTROL DATA

Project: RDLD2002 12/7

Pace Project No.: 70156440

QC Batch:	1597670	Analysis Method:	EPA 7470A
QC Batch Method:	7470A	Analysis Description:	Mercury 7470A
		Laboratory:	Pace National - Mt. Juliet

Associated Lab Samples:

METHOD BLANK: R3608299-1 Matrix: Solid

Associated Lab Samples: 70156440002, 70156440003

Parameter	Units	Blank Result	Reporting Limit	Analyzed	Qualifiers
Mercury	mg/L	<0.0100	0.0100	12/30/20 09:10	

LABORATORY CONTROL SAMPLE: R3608299-5

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
Mercury	mg/L	0.0300	0.0306	102	80.0-120	

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: R3608299-3 R3608299-4

Parameter	Units	MS Result	MSD Spike Conc.	MS Result	MSD Spike Conc.	MS % Rec	MSD % Rec	% Rec Limits	RPD	Qual
Mercury	mg/L	ND	0.0300	0.0300	0.0220	0.0195	73.3	65.0	75.0-125	12.0

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: R3608299-7 R3608299-8

Parameter	Units	MS Result	MSD Spike Conc.	MS Result	MSD Spike Conc.	MS % Rec	MSD % Rec	% Rec Limits	RPD	Qual
Mercury	mg/L	ND	0.0300	0.0300	0.0298	0.0273	99.3	91.0	75.0-125	8.76

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REPORT OF LABORATORY ANALYSIS

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QUALITY CONTROL DATA

Project: RDLD2002 12/7

Pace Project No.: 70156440

QC Batch: 189970

Analysis Method: EPA 6010C

QC Batch Method: EPA 3005A

Analysis Description: 6010 MET TCLP

Laboratory: Pace Analytical Services - Melville

Associated Lab Samples: 70156440001, 70156440002, 70156440003, 70156440004, 70156440005

METHOD BLANK: 932658

Matrix: Water

Associated Lab Samples: 70156440001, 70156440002, 70156440003, 70156440004, 70156440005

Parameter	Units	Blank	Reporting		Analyzed	Qualifiers
		Result	Limit			
Arsenic	mg/L	<0.010	0.010	12/18/20 10:30		
Barium	mg/L	<0.20	0.20	12/18/20 10:30		
Cadmium	mg/L	<0.0025	0.0025	12/18/20 10:30		
Chromium	mg/L	<0.010	0.010	12/18/20 10:30		
Lead	mg/L	<0.0050	0.0050	12/18/20 10:30		
Selenium	mg/L	<0.010	0.010	12/18/20 10:30		
Silver	mg/L	<0.010	0.010	12/18/20 10:30		

METHOD BLANK: 931676

Matrix: Water

Associated Lab Samples: 70156440001, 70156440002, 70156440003, 70156440004, 70156440005

Parameter	Units	Blank	Reporting	Analyzed	Qualifiers
		Result	Limit		
Arsenic	mg/L	<0.050	0.050	12/18/20 10:35	
Barium	mg/L	<1.0	1.0	12/18/20 10:35	
Cadmium	mg/L	<0.012	0.012	12/18/20 10:35	
Chromium	mg/L	<0.050	0.050	12/18/20 10:35	
Lead	mg/L	<0.025	0.025	12/18/20 10:35	
Selenium	mg/L	<0.050	0.050	12/18/20 10:35	
Silver	mg/L	<0.050	0.050	12/18/20 10:35	

LABORATORY CONTROL SAMPLE: 932659

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
Arsenic	mg/L	0.5	0.48	96	80-120	
Barium	mg/L	0.5	0.48	97	80-120	
Cadmium	mg/L	0.05	0.049	97	80-120	
Chromium	mg/L	0.25	0.24	97	80-120	
Lead	mg/L	0.5	0.49	98	80-120	
Selenium	mg/L	0.75	0.71	95	80-120	
Silver	mg/L	0.25	0.24	97	80-120	

MATRIX SPIKE SAMPLE: 932661

Parameter	Units	70156787002 Result	Spike Conc.	MS Result	MS % Rec	% Rec Limits	Qualifiers
Arsenic	mg/L	0.060	1	1.0	94	75-125	

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REPORT OF LABORATORY ANALYSIS

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QUALITY CONTROL DATA

Project: RDLD2002 12/7

Pace Project No.: 70156440

MATRIX SPIKE SAMPLE: 932661

Parameter	Units	70156787002	Spike	MS	MS	% Rec	Qualifiers
		Result	Conc.	Result	% Rec	Limits	
Barium	mg/L	<1.0	1	1.0	94	75-125	
Cadmium	mg/L	<0.012	0.1	0.094	94	75-125	
Chromium	mg/L	<0.050	0.5	0.47	94	75-125	
Lead	mg/L	0.049	1	0.98	93	75-125	
Selenium	mg/L	<0.050	1.5	1.4	95	75-125	
Silver	mg/L	<0.050	0.5	0.23	46	75-125 M1	

SAMPLE DUPLICATE: 932660

Parameter	Units	70156787002	Dup	RPD	Qualifiers
		Result	Result		
Arsenic	mg/L	0.060	0.063	5	
Barium	mg/L	<1.0	<1.0		
Cadmium	mg/L	<0.012	<0.012		
Chromium	mg/L	<0.050	<0.050		
Lead	mg/L	0.049	0.036	32	D6
Selenium	mg/L	<0.050	<0.050		
Silver	mg/L	<0.050	<0.050		

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REPORT OF LABORATORY ANALYSIS

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QUALIFIERS

Project: RDLD2002 12/7

Pace Project No.: 70156440

DEFINITIONS

DF - Dilution Factor, if reported, represents the factor applied to the reported data due to dilution of the sample aliquot.

ND - Not Detected at or above adjusted reporting limit.

TNTC - Too Numerous To Count

J - Estimated concentration above the adjusted method detection limit and below the adjusted reporting limit.

MDL - Adjusted Method Detection Limit.

PQL - Practical Quantitation Limit.

RL - Reporting Limit - The lowest concentration value that meets project requirements for quantitative data with known precision and bias for a specific analyte in a specific matrix.

S - Surrogate

1,2-Diphenylhydrazine decomposes to and cannot be separated from Azobenzene using Method 8270. The result for each analyte is a combined concentration.

Consistent with EPA guidelines, unrounded data are displayed and have been used to calculate % recovery and RPD values.

LCS(D) - Laboratory Control Sample (Duplicate)

MS(D) - Matrix Spike (Duplicate)

DUP - Sample Duplicate

RPD - Relative Percent Difference

NC - Not Calculable.

SG - Silica Gel - Clean-Up

U - Indicates the compound was analyzed for, but not detected.

N-Nitrosodiphenylamine decomposes and cannot be separated from Diphenylamine using Method 8270. The result reported for each analyte is a combined concentration.

Pace Analytical is TNI accredited. Contact your Pace PM for the current list of accredited analytes.

TNI - The NELAC Institute.

ANALYTE QUALIFIERS

D6 The precision between the sample and sample duplicate exceeded laboratory control limits.

M1 Matrix spike recovery exceeded QC limits. Batch accepted based on laboratory control sample (LCS) recovery.

ML Matrix spike recovery and/or matrix spike duplicate recovery was below laboratory control limits. Result may be biased low.

REPORT OF LABORATORY ANALYSIS

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QUALITY CONTROL DATA CROSS REFERENCE TABLE

Project: RDLD2002 12/7
Pace Project No.: 70156440

Lab ID	Sample ID	QC Batch Method	QC Batch	Analytical Method	Analytical Batch
70156440001	SAMPLE #1 SOIL SP-1	EPA 3005A	189970	EPA 6010C	189971
70156440002	SAMPLE #2 SOIL SP-2	EPA 3005A	189970	EPA 6010C	189971
70156440003	SAMPLE #3 SOIL SP-3	EPA 3005A	189970	EPA 6010C	189971
70156440004	SAMPLE #4 SOIL SP-4	EPA 3005A	189970	EPA 6010C	189971
70156440005	SAMPLE #5 SOIL SP-5	EPA 3005A	189970	EPA 6010C	189971
70156440001	SAMPLE #1 SOIL SP-1	7470A	1597668	EPA 7470A	1597668
70156440002	SAMPLE #2 SOIL SP-2	7470A	1597670	EPA 7470A	1597670
70156440003	SAMPLE #3 SOIL SP-3	7470A	1597670	EPA 7470A	1597670
70156440004	SAMPLE #4 SOIL SP-4	7470A	1597668	EPA 7470A	1597668
70156440005	SAMPLE #5 SOIL SP-5	7470A	1597668	EPA 7470A	1597668

REPORT OF LABORATORY ANALYSIS

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CHAIN-OF-CUSTODY Analytical Request Document

Order Number or

WO# : 70156440

Billing Information:

Chain-of-Custody is a LEGAL DOCUMENT - Complete all relevant fields

ONLY



Sum

Report To: Arthur Eschete
Copy To: Joe Minero
Customer Project Name/Number: RDU2002
Phone: _____
Email: _____

Preservative Types: (1) nitric acid, (2) sulfuric acid, (3) hydrochloric acid, (4) sodium hydroxide, (5) zinc acetate, (6) methanol, (7) sodium bisulfate, (8) sodium thiosulfate, (9) hexane, (A) ascorbic acid, (B) ammonium sulfate, (C) ammonium hydroxide, (D) TSP, (U) Unpreserved, (O) Other

Site Collection Info/Address: RDU 2002 Riverhead NY / Riverhead		State: NY	County/City: Riverhead	Time Zone Collected: [] PT [] MT [] CT [] ET	Compliance Monitoring? [] Yes [] No	Turnaround Date Required: Immediately Packed on Ice: [] Yes [] No	Field Filtered (if applicable): [] Yes [] No	Analysis: [] 12 Day [] 3 Day [] 4 Day [] 15 Day (Expedite Charges Apply)	VOA - Headspace Acceptable USDA Regulated Soils Samples in Holding Time Residual Chlorine Present C1 Strips: Sample PH Acceptable PH Strips: Sulfide Present Lead Acetate Strips: _____	Lab Sample Receipt Checklist: Custody Seals Present/Intact Y N Custody Signatures Present Y N Collector Signature Present Y N Bottles Intact Y N Correct Bottles Y N Sufficient Volume Y N Samples Received on Ice Y N VOA - Headspace Acceptable Y N USDA Regulated Soils Y N Samples in Holding Time Y N Residual Chlorine Present Y N C1 Strips: Y N Sample PH Acceptable Y N PH Strips: Y N Sulfide Present Y N Lead Acetate Strips: Y N	
LAB USE ONLY: Lab Sample # / Comments:											
Customer Sample ID	Matrix *	Matrix	Comp / Grab	Collected (or Composite Start)	Composite End	Res Cl	# of Ctns				
Sample # 1 Soi.1 SP-1	SL	SL	10/7	12:00	12/7	12:00					
Sample # 2 Soi.1 SP-2	SL	SL	11/7	11:00	11/7	12:00					
Sample # 3 Soi.1 SP-3	SL	SL	12/7	12:00	12/7	12:00					
Sample # 4 Soi.1 SP-4	SL	SL	13/7	12:00	13/7	12:00					
Sample # 5 Soi.1 SP-5	SL	SL	14/7	07:00	13/7	12:00					
Customer Remarks / Special Conditions / Possible Hazards:										Lab Sample Temperature Info:	
Type of Ice Used: Wet Blue Dry None										Temp Blank Received: Y N NA	
Packing Material Used:										Therm ID#: T401	
Raddherm sample(s) screened (<500 cpm): Y N NA										Cooler 1 Temp Upon Receipt: 17.1°C Cooler 1 Therm Corr. Factor: -2.0°C Cooler 1 Corrected Temp: 15.1°C Comments:	
Received by/Company: (Signature) Matthew Pace L.T.										MTJL LAB USE ONLY	
Received by/Company: (Signature) Date/Time: 10/11/2020 09:43										Table #:	
Received by/Company: (Signature) Date/Time: _____										Acctnum:	
Received by/Company: (Signature) Date/Time: _____										Template:	
Received by/Company: (Signature) Date/Time: _____										Prelogin:	
Received by/Company: (Signature) Date/Time: _____										PM:	
Received by/Company: (Signature) Date/Time: _____										PB:	
Relinquished by/Company: (Signature) Page: 1 of 2										Non Conformance(s): YES / NO	
Relinquished by/Company: (Signature) Page: 1 of 2										Page: 1 of 1	

ANALYTICAL REPORT

December 30, 2020

¹Cp

²Tc

³Ss

⁴Cn

⁵Sr

⁶Qc

⁷Gl

⁸Al

⁹Sc

Pace Analytical - Melville, NY

Sample Delivery Group: L1297988
Samples Received: 12/17/2020
Project Number: 70156440
Description: RDLD2002 12/7
Site: 001
Report To: Stu Murrell
575 Broad Hollow Rd
Melville, NY 11747

Entire Report Reviewed By:



Christl M Wagner
Project Manager

Results relate only to the items tested or calibrated and are reported as rounded values. This test report shall not be reproduced, except in full, without written approval of the laboratory. Where applicable, sampling conducted by Pace Analytical National is performed per guidance provided in laboratory standard operating procedures ENV-SOP-MTJL-0067 and ENV-SOP-MTJL-0068. Where sampling conducted by the customer, results relate to the accuracy of the information provided, and as the samples are received.

Pace Analytical National

12065 Lebanon Rd Mount Juliet, TN 37122 615-758-5858 800-767-5859 www.pacenational.com

Page 16 of 29



Cp: Cover Page	1	1 Cp
Tc: Table of Contents	2	2 Tc
Ss: Sample Summary	3	3 Ss
Cn: Case Narrative	4	4 Cn
Sr: Sample Results	5	5 Sr
SAMPLE #1 SOIL SP-1 L1297988-01	5	6 Qc
SAMPLE #2 SOIL SP-2 L1297988-02	6	7 GI
SAMPLE #3 SOIL SP-3 L1297988-03	7	8 Al
SAMPLE #4 SOIL SP-4 L1297988-04	8	9 Sc
SAMPLE #5 SOIL SP-5 L1297988-05	9	
Qc: Quality Control Summary	10	
Mercury by Method 7470A	10	
Gl: Glossary of Terms	12	
Al: Accreditations & Locations	13	
Sc: Sample Chain of Custody	14	

SAMPLE SUMMARY

ONE LAB. NATIONWIDE.



SAMPLE #1 SOIL SP-1 L1297988-01 Waste			Collected by	Collected date/time	Received date/time	
Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Preparation by Method 1311	WG1596624	1	12/24/20 08:58	12/24/20 08:58	APH	Mt. Juliet, TN
Mercury by Method 7470A	WG1597668	1	12/26/20 16:15	12/28/20 14:55	ABL	Mt. Juliet, TN
SAMPLE #2 SOIL SP-2 L1297988-02 Waste			Collected by	Collected date/time	Received date/time	
Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Preparation by Method 1311	WG1596624	1	12/24/20 08:58	12/24/20 08:58	APH	Mt. Juliet, TN
Mercury by Method 7470A	WG1597670	1	12/26/20 16:13	12/30/20 09:51	ABL	Mt. Juliet, TN
SAMPLE #3 SOIL SP-3 L1297988-03 Waste			Collected by	Collected date/time	Received date/time	
Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Preparation by Method 1311	WG1596624	1	12/24/20 08:58	12/24/20 08:58	APH	Mt. Juliet, TN
Mercury by Method 7470A	WG1597670	1	12/26/20 16:13	12/30/20 09:53	ABL	Mt. Juliet, TN
SAMPLE #4 SOIL SP-4 L1297988-04 Waste			Collected by	Collected date/time	Received date/time	
Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Preparation by Method 1311	WG1596624	1	12/24/20 08:58	12/24/20 08:58	APH	Mt. Juliet, TN
Mercury by Method 7470A	WG1597668	1	12/26/20 16:15	12/28/20 14:57	ABL	Mt. Juliet, TN
SAMPLE #5 SOIL SP-5 L1297988-05 Waste			Collected by	Collected date/time	Received date/time	
Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Preparation by Method 1311	WG1596624	1	12/24/20 08:58	12/24/20 08:58	APH	Mt. Juliet, TN
Mercury by Method 7470A	WG1597668	1	12/26/20 16:15	12/28/20 14:59	ABL	Mt. Juliet, TN

- 1 Cp
- 2 Tc
- 3 Ss
- 4 Cn
- 5 Sr
- 6 Qc
- 7 Gl
- 8 Al
- 9 Sc



All sample aliquots were received at the correct temperature, in the proper containers, with the appropriate preservatives, and within method specified holding times, unless qualified or notated within the report. Where applicable, all MDL (LOD) and RDL (LOQ) values reported for environmental samples have been corrected for the dilution factor used in the analysis. All Method and Batch Quality Control are within established criteria except where addressed in this case narrative, a non-conformance form or properly qualified within the sample results. By my digital signature below, I affirm to the best of my knowledge, all problems/anomalies observed by the laboratory as having the potential to affect the quality of the data have been identified by the laboratory, and no information or data have been knowingly withheld that would affect the quality of the data.

Christl M Wagner
Project Manager

- ¹ Cp
- ² Tc
- ³ Ss
- ⁴ Cn
- ⁵ Sr
- ⁶ Qc
- ⁷ GI
- ⁸ AI
- ⁹ SC



Preparation by Method 1311

Analyte	Result	Qualifier	Prep date / time	Batch	
TCLP Extraction	-		12/24/2020 8:58:30 AM	WG1596624	¹ Cp
Fluid	1		12/24/2020 8:58:30 AM	WG1596624	² Tc
Initial pH	6.89		12/24/2020 8:58:30 AM	WG1596624	³ Ss
Final pH	4.83		12/24/2020 8:58:30 AM	WG1596624	⁴ Cn

Mercury by Method 7470A

Analyte	Result	Qualifier	RDL	Limit	Dilution	Analysis date / time	Batch	
Mercury	ND	mg/l	mg/l	mg/l	1	12/28/2020 14:55	WG1597668	⁵ Sr

¹Cp²Tc³Ss⁴Cn⁵Sr⁶Qc⁷Gl⁸Al⁹Sc



Preparation by Method 1311

Analyte	Result	Qualifier	Prep date / time	Batch
TCLP Extraction	-		12/24/2020 8:58:30 AM	WG1596624
Fluid	1		12/24/2020 8:58:30 AM	WG1596624
Initial pH	6.36		12/24/2020 8:58:30 AM	WG1596624
Final pH	4.82		12/24/2020 8:58:30 AM	WG1596624

¹ Cp² Tc³ Ss⁴ Cn⁵ Sr⁶ Qc⁷ GI⁸ Al⁹ Sc

Mercury by Method 7470A

Analyte	Result	Qualifier	RDL	Limit	Dilution	Analysis date / time	Batch
Mercury	ND	mg/l	mg/l	mg/l	1	12/30/2020 09:51	WG1597670



Preparation by Method 1311

Analyte	Result	Qualifier	Prep date / time	Batch
TCLP Extraction	-		12/24/2020 8:58:30 AM	WG1596624
Fluid	1		12/24/2020 8:58:30 AM	WG1596624
Initial pH	5.77		12/24/2020 8:58:30 AM	WG1596624
Final pH	4.82		12/24/2020 8:58:30 AM	WG1596624

¹ Cp

² Tc

³ Ss

⁴ Cn

⁵ Sr

⁶ Qc

⁷ GI

⁸ Al

⁹ Sc

Mercury by Method 7470A

Analyte	Result	Qualifier	RDL	Limit	Dilution	Analysis date / time	Batch
Mercury	ND	mg/l	mg/l	mg/l	1	12/30/2020 09:53	WG1597670



Preparation by Method 1311

Analyte	Result	Qualifier	Prep date / time	Batch	
TCLP Extraction	-		12/24/2020 8:58:30 AM	WG1596624	¹ Cp
Fluid	1		12/24/2020 8:58:30 AM	WG1596624	² Tc
Initial pH	6.00		12/24/2020 8:58:30 AM	WG1596624	³ Ss
Final pH	4.83		12/24/2020 8:58:30 AM	WG1596624	⁴ Cn

Mercury by Method 7470A

Analyte	Result	Qualifier	RDL	Limit	Dilution	Analysis date / time	Batch	
Mercury	ND	mg/l	mg/l	mg/l	1	12/28/2020 14:57	<u>WG1597668</u>	⁵ Sr

¹Cp²Tc³Ss⁴Cn⁵Sr⁶Qc⁷Gl⁸Al⁹Sc



Preparation by Method 1311

Analyte	Result	Qualifier	Prep date / time	Batch
TCLP Extraction	-		12/24/2020 8:58:30 AM	WG1596624
Fluid	1		12/24/2020 8:58:30 AM	WG1596624
Initial pH	6.18		12/24/2020 8:58:30 AM	WG1596624
Final pH	4.82		12/24/2020 8:58:30 AM	WG1596624

¹ Cp² Tc³ Ss⁴ Cn⁵ Sr⁶ Qc⁷ Gl⁸ Al⁹ Sc

Mercury by Method 7470A

Analyte	Result	Qualifier	RDL	Limit	Dilution	Analysis date / time	Batch
Mercury	ND	mg/l	mg/l	mg/l	1	12/28/2020 14:59	WG1597668

L1297988-01,04,05

Method Blank (MB)

(MB) R3607784-1 12/28/20 14:29

Analyst	MB Result mg/l	MB Qualifier	MB MDL mg/l	MB RDL mg/l
Mercury	U		0.00330	0.0100

¹Cp²Tc³Ss⁴Cn⁵Sr⁶Qc⁷Gl⁸Al⁹Sc

Laboratory Control Sample (LCS)

(LCS) R3607784-2 12/28/20 14:31

Analyst	Spike Amount mg/l	LCS Result mg/l	LCS Rec. %	Rec. Limits %	LCS Qualifier
Mercury	0.0300	0.0295	98.4	80.0-120	

L1298872-01 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) L1298872-01 12/28/20 14:41 • (MS) R3607784-3 12/28/20 14:43 • (MSD) R3607784-4 12/28/20 14:45

Analyst	Spike Amount mg/l	Original Result mg/l	MS Result mg/l	MSD Result mg/l	MS Rec. %	MSD Rec. %	Dilution	Rec. Limits %	MS Qualifier	MSD Qualifier	RPD %	RPD Limits %
Mercury	0.0300	ND	0.0304	0.0298	101	99.2	1	75.0-125			2.16	20

L1298891-01 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) L1298891-01 12/28/20 14:47 • (MS) R3607784-5 12/28/20 14:49 • (MSD) R3607784-6 12/28/20 14:51

Analyst	Spike Amount mg/l	Original Result mg/l	MS Result mg/l	MSD Result mg/l	MS Rec. %	MSD Rec. %	Dilution	Rec. Limits %	MS Qualifier	MSD Qualifier	RPD %	RPD Limits %
Mercury	0.0300	ND	0.0325	0.0300	108	100	1	75.0-125			7.92	20



Method Blank (MB)

(MB) R3608299-1 12/30/20 09:10

Analyst	MB Result mg/l	MB Qualifier	MB MDL mg/l	MB RDL mg/l
Mercury	U		0.00333	0.0100

¹ Cp

Laboratory Control Sample (LCS)

(LCS) R3608299-5 12/30/20 09:23

Analyst	Spike Amount mg/l	LCS Result mg/l	LCS Rec. %	Rec. Limits %	LCS Qualifier
Mercury	0.0300	0.0306	102	80.0-120	

² Tc³ Ss⁴ Cn⁵ Sr⁶ Qc

L1297361-02 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) L1297361-02 12/30/20 09:15 • (MS) R3608299-3 12/30/20 09:17 • (MSD) R3608299-4 12/30/20 09:20

Analyst	Spike Amount mg/l	Original Result mg/l	MS Result mg/l	MSD Result mg/l	MS Rec. %	MSD Rec. %	Dilution	Rec. Limits %	MS Qualifier	MSD Qualifier	RPD %	RPD Limits %
Mercury	0.0300	ND	0.0220	0.0195	73.3	65.0	1	75.0-125	J6	J6	12.0	20

⁷ Gl⁸ Al⁹ Sc

L1298088-01 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) L1298088-01 12/30/20 09:33 • (MS) R3608299-7 12/30/20 09:36 • (MSD) R3608299-8 12/30/20 09:38

Analyst	Spike Amount mg/l	Original Result mg/l	MS Result mg/l	MSD Result mg/l	MS Rec. %	MSD Rec. %	Dilution	Rec. Limits %	MS Qualifier	MSD Qualifier	RPD %	RPD Limits %
Mercury	0.0300	ND	0.0298	0.0273	99.3	91.0	1	75.0-125			8.76	20



Guide to Reading and Understanding Your Laboratory Report

The information below is designed to better explain the various terms used in your report of analytical results from the Laboratory. This is not intended as a comprehensive explanation, and if you have additional questions please contact your project representative.

Results Disclaimer - Information that may be provided by the customer, and contained within this report, include Permit Limits, Project Name, Sample ID, Sample Matrix, Sample Preservation, Field Blanks, Field Spikes, Field Duplicates, On-Site Data, Sampling Collection Dates/Times, and Sampling Location. Results relate to the accuracy of this information provided, and as the samples are received.

Abbreviations and Definitions

MDL	Method Detection Limit.	¹ Cp
ND	Not detected at the Reporting Limit (or MDL where applicable).	² Tc
RDL	Reported Detection Limit.	³ Ss
Rec.	Recovery.	⁴ Cn
RPD	Relative Percent Difference.	⁵ Sr
SDG	Sample Delivery Group.	⁶ Qc
U	Not detected at the Reporting Limit (or MDL where applicable).	⁷ GI
Analyte	The name of the particular compound or analysis performed. Some Analyses and Methods will have multiple analytes reported.	⁸ AI
Dilution	If the sample matrix contains an interfering material, the sample preparation volume or weight values differ from the standard, or if concentrations of analytes in the sample are higher than the highest limit of concentration that the laboratory can accurately report, the sample may be diluted for analysis. If a value different than 1 is used in this field, the result reported has already been corrected for this factor.	⁹ SC
Limits	These are the target % recovery ranges or % difference value that the laboratory has historically determined as normal for the method and analyte being reported. Successful QC Sample analysis will target all analytes recovered or duplicated within these ranges.	
Original Sample	The non-spiked sample in the prep batch used to determine the Relative Percent Difference (RPD) from a quality control sample. The Original Sample may not be included within the reported SDG.	
Qualifier	This column provides a letter and/or number designation that corresponds to additional information concerning the result reported. If a Qualifier is present, a definition per Qualifier is provided within the Glossary and Definitions page and potentially a discussion of possible implications of the Qualifier in the Case Narrative if applicable.	
Result	The actual analytical final result (corrected for any sample specific characteristics) reported for your sample. If there was no measurable result returned for a specific analyte, the result in this column may state "ND" (Not Detected) or "BDL" (Below Detectable Levels). The information in the results column should always be accompanied by either an MDL (Method Detection Limit) or RDL (Reporting Detection Limit) that defines the lowest value that the laboratory could detect or report for this analyte.	
Uncertainty (Radiochemistry)	Confidence level of 2 sigma.	
Case Narrative (Cn)	A brief discussion about the included sample results, including a discussion of any non-conformances to protocol observed either at sample receipt by the laboratory from the field or during the analytical process. If present, there will be a section in the Case Narrative to discuss the meaning of any data qualifiers used in the report.	
Quality Control Summary (Qc)	This section of the report includes the results of the laboratory quality control analyses required by procedure or analytical methods to assist in evaluating the validity of the results reported for your samples. These analyses are not being performed on your samples typically, but on laboratory generated material.	
Sample Chain of Custody (Sc)	This is the document created in the field when your samples were initially collected. This is used to verify the time and date of collection, the person collecting the samples, and the analyses that the laboratory is requested to perform. This chain of custody also documents all persons (excluding commercial shippers) that have had control or possession of the samples from the time of collection until delivery to the laboratory for analysis.	
Sample Results (Sr)	This section of your report will provide the results of all testing performed on your samples. These results are provided by sample ID and are separated by the analyses performed on each sample. The header line of each analysis section for each sample will provide the name and method number for the analysis reported.	
Sample Summary (Ss)	This section of the Analytical Report defines the specific analyses performed for each sample ID, including the dates and times of preparation and/or analysis.	

Qualifier	Description
J6	The sample matrix interfered with the ability to make any accurate determination; spike value is low.



Pace National is the only environmental laboratory accredited/certified to support your work nationwide from one location. One phone call, one point of contact, one laboratory. No other lab is as accessible or prepared to handle your needs throughout the country. Our capacity and capability from our single location laboratory is comparable to the collective totals of the network laboratories in our industry. The most significant benefit to our one location design is the design of our laboratory campus. The model is conducive to accelerated productivity, decreasing turn-around time, and preventing cross contamination, thus protecting sample integrity. Our focus on premium quality and prompt service allows us to be YOUR LAB OF CHOICE.

* Not all certifications held by the laboratory are applicable to the results reported in the attached report.
 * Accreditation is only applicable to the test methods specified on each scope of accreditation held by Pace National.

State Accreditations

Alabama	40660
Alaska	17-026
Arizona	AZ0612
Arkansas	88-0469
California	2932
Colorado	TN00003
Connecticut	PH-0197
Florida	E87487
Georgia	NELAP
Georgia ¹	923
Idaho	TN00003
Illinois	200008
Indiana	C-TN-01
Iowa	364
Kansas	E-10277
Kentucky ^{1,6}	KY90010
Kentucky ²	16
Louisiana	AI30792
Louisiana ¹	LA180010
Maine	TN00003
Maryland	324
Massachusetts	M-TN003
Michigan	9958
Minnesota	047-999-395
Mississippi	TN00003
Missouri	340
Montana	CERT0086

Nebraska	NE-OS-15-05
Nevada	TN000032021-1
New Hampshire	2975
New Jersey—NELAP	TN002
New Mexico ¹	TN00003
New York	11742
North Carolina	Env375
North Carolina ¹	DW21704
North Carolina ³	41
North Dakota	R-140
Ohio—VAP	CL0069
Oklahoma	9915
Oregon	TN200002
Pennsylvania	68-02979
Rhode Island	LA000356
South Carolina	84004
South Dakota	n/a
Tennessee ^{1,4}	2006
Texas	T104704245-20-18
Texas ⁵	LAB0152
Utah	TN00003
Vermont	VT2006
Virginia	460132
Washington	C847
West Virginia	233
Wisconsin	998093910
Wyoming	A2LA

Third Party Federal Accreditations

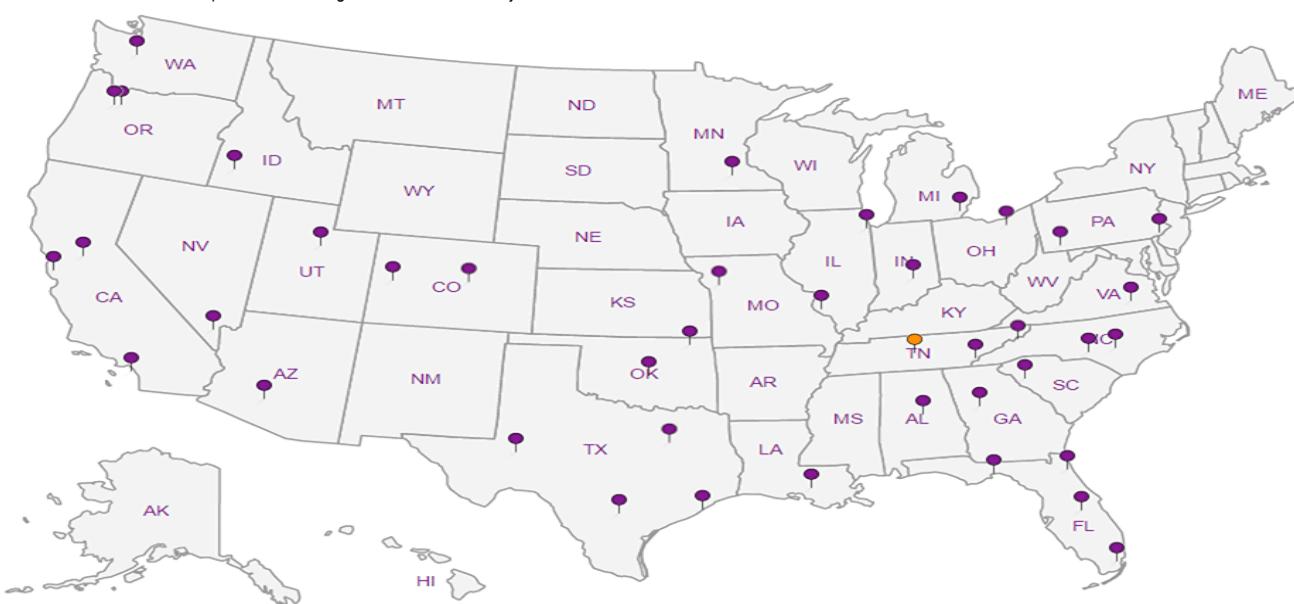
A2LA – ISO 17025	1461.01
A2LA – ISO 17025 ⁵	1461.02
Canada	1461.01
EPA-Crypto	TN00003

AIHA-LAP,LLC EMLAP	100789
DOD	1461.01
USDA	P330-15-00234

¹ Drinking Water ² Underground Storage Tanks ³ Aquatic Toxicity ⁴ Chemical/Microbiological ⁵ Mold ⁶ Wastewater n/a Accreditation not applicable

Our Locations

Pace National has sixty-four client support centers that provide sample pickup and/or the delivery of sampling supplies. If you would like assistance from one of our support offices, please contact our main office. Pace National performs all testing at our central laboratory.



- ¹ Cp
- ² Tc
- ³ Ss
- ⁴ Cn
- ⁵ Sr
- ⁶ Qc
- ⁷ Gl
- ⁸ Al
- ⁹ Sc

Internal Transfer Chain of Custody

Samples Pre-Logged into eCOC.

Workorder: 70156440 Workorder Name: RDLD2002 12/7

State Of Origin: NY

Cert. Needed: Yes

No

Owner Received Date: 12/11/2020 Results Requested By: 12/28/2020

Pace Analytical®
www.pacelabs.com

Report To		Subcontract To		Requested Analysis														
Stu Murrell Pace Analytical Melville 575 Broad Hollow Road Melville, NY 11747 Phone (631)694-3040		Pace Analytical National 12065 Lebanon Rd Mt. Juliet, TN 37122 Phone (615)758-5858																
U29988																		
Item	Sample ID	Sample Type	Collect Date/Time		Lab ID	Matrix	Preserved Containers		Sub TCLP HG								LAB USE ONLY	
			Unreserved															
1	SAMPLE #1 SOIL SP-1	PS	12/7/2020 12:00		70156440001	Solid	1			X							-01	
2	SAMPLE #2 SOIL SP-2	PS	12/7/2020 12:00		70156440002	Solid	1			X							-02	
3	SAMPLE #3 SOIL SP-3	PS	12/7/2020 12:00		70156440003	Solid	1			X							-03	
4	SAMPLE #4 SOIL SP-4	PS	12/7/2020 12:00		70156440004	Solid	1			X							-04	
5	SAMPLE #5 SOIL SP-5	PS	12/7/2020 12:00		70156440005	Solid	1			X							-05	
														Comments				
Transfers	Released By		Date/Time		Received By		Date/Time		OT TCLP HG									
1	<i>dm Bitt</i>		12/15/2018 0		<i>Olivia Turner</i>		12/17/2018 0		<i>700</i>									
2																		
3																		
Cooler Temperature on Receipt <i>4.6 °C</i>				Custody Seal <i>Y</i> or <i>N</i>		Received on Ice <i>Y</i> or <i>N</i>		Samples Intact <i>Y</i> or <i>N</i>										

***In order to maintain client confidentiality, location/name of the sampling site, sampler's name and signature may not be provided on this COC document.

This chain of custody is considered complete as is since this information is available in the owner laboratory.

4.5+1=4.6 mg A7

FedEx: 9421 2435 7453

Sample Receipt Checklist	
COC Seal Present/Intact: <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> If Applicable
COC Signed/Accurate: <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Bottles arrive intact: <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> VOA Zero Headspace: <input checked="" type="checkbox"/>
Correct bottles used: <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Pres.Correct/Check: <input checked="" type="checkbox"/>
Sufficient volume sent: <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
RAD Screen <0.5 mR/hr: <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
FMI-ALL-0000	

Appendix B

Detail 1 – Project Location Map

Detail 2 – General Construction Notes

Detail 3A – Site Plan

Detail 3B – Soil Sampling Site Plan

Detail 4 – Existing Tank Elevation

Detail 5 – Isometric Scope of Work

Detail 6 – Aluminum Roof Vent Detail

Detail 7 – Aluminum Roof Vent Welding Detail

Detail 8 – Roof Safety Climb

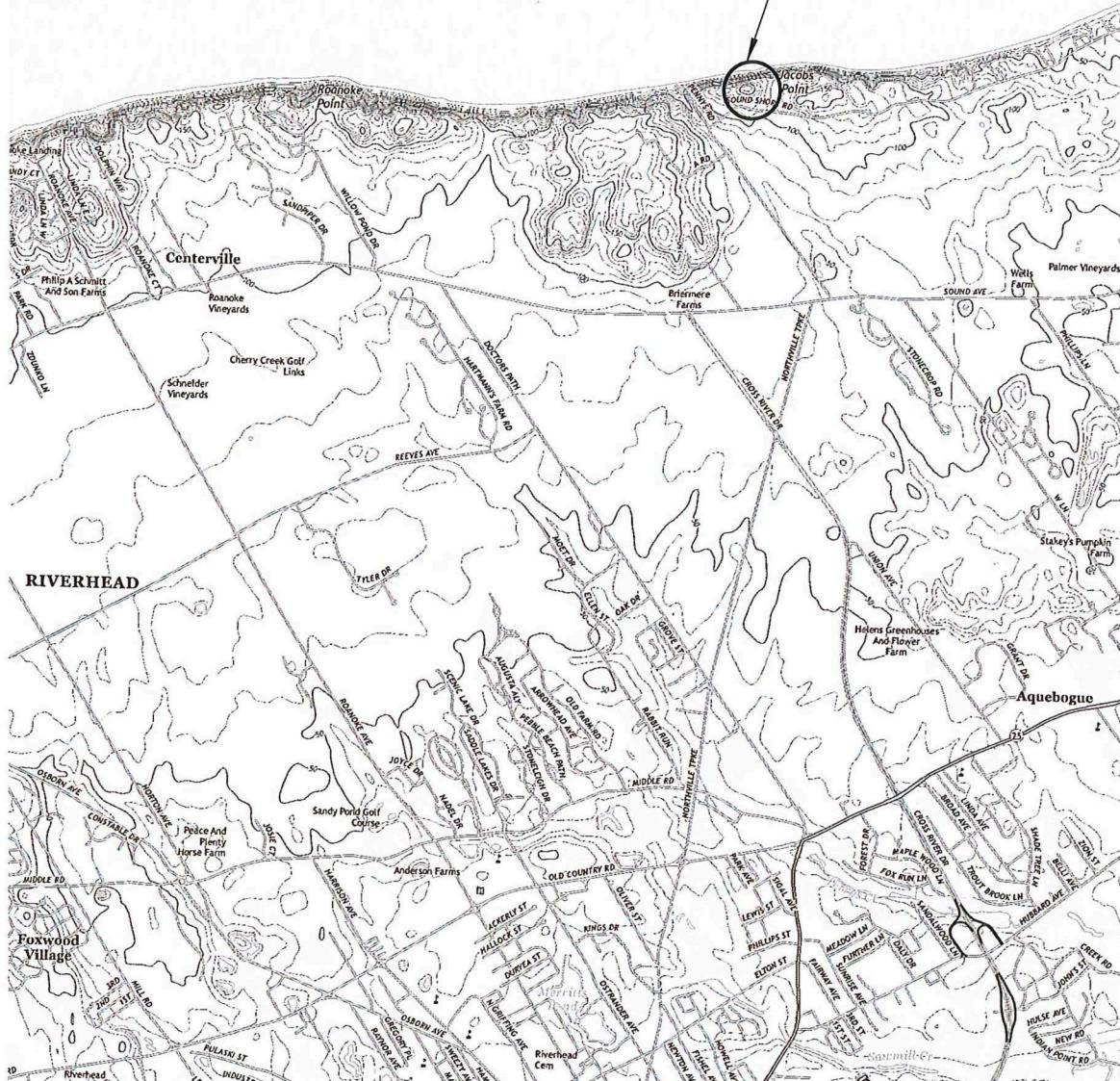
Detail 9 – Foundation Coating System Detail

Detail 10 – Overflow Detail

Detail 11 – Pit Repair Plate Detail

– PROJECT LOCATION

*Long Island
Sound*



ALTERATION OF THIS DOCUMENT EXCEPT BY A LICENSED PROFESSIONAL IS ILLEGAL



Plant No. 10 Tank Rehabilitation

Location Map



NO SCALE

H 2 M

RDWD2002

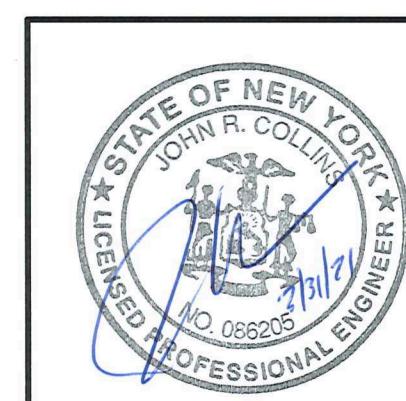
DETAIL

1

architects + engineers
McMile, NY Parsippany, NJ

GENERAL CONSTRUCTION NOTES:

1. CONTRACTOR SHALL INSPECT CONSTRUCTION SITE PRIOR TO SUBMISSION OF BIDS AND SHALL MAKE NO ADDITIONAL CLAIMS REGARDING SITE CONDITIONS THEREAFTER.
2. THE CONTRACTOR SHALL NOTIFY H2M ARCHITECTS+ENGINEERS AT LEAST 24 HOURS PRIOR TO THE COMMENCEMENT OF THE WORK (TELEPHONE (631) 756-8000). THE SAME NOTICE SHALL BE REQUIRED WHEN RESUMING WORK AFTER ANY STOPPAGE OR DELAY.
3. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE LOCATION OF ANY UNDERGROUND UTILITIES, GAS MAINS, ELECTRIC AND TELEPHONE CONDUITS. THE OWNER AND ENGINEER DO NOT GUARANTEE OR ACCEPT RESPONSIBILITY FOR ANY DAMAGE TO SUCH FACILITIES DUE TO DISCREPANCIES IN LOCATION AND SIZE SHOWN ON THE PLANS, NOR WILL ANY COMPENSATION BE MADE TO THE CONTRACTOR FOR ANY INCONVENIENCE CAUSED HIM BY ENCOUNTERING THE AFORE-MENTIONED UTILITIES WHICH ARE NOT SHOWN, OR ARE INCORRECTLY SHOWN ON THE PLANS.
4. THE CONTRACTOR SHALL PERFORM DAILY CLEANUP OPERATIONS WHICH INCLUDE REMOVAL OF DEBRIS AND EXCESS CONSTRUCTION MATERIAL TO THE SATISFACTION OF THE OWNER AND THE ENGINEER.
5. DURING ALL NON-WORKING HOURS, THE CONTRACTOR WILL BE REQUIRED TO STORE ALL EQUIPMENT AND MATERIALS WITHIN THE AREA DESIGNATED BY THE ENGINEER AT THE PROJECT SITE.
6. ALL DIMENSIONS SHOWN ARE APPROXIMATE AND SUBJECT TO FIELD VERIFICATION.
7. CONSTRUCTION OF FACILITY SHALL CONFORM TO ALL APPLICABLE STATE AND LOCAL CODE REQUIREMENTS, THE CONTRACT, AND SHALL BE SUBJECT TO THE APPROVAL OF THE ENGINEER.
8. CONTRACTOR SHALL SECURE CONSTRUCTION SITE IN ACCORDANCE WITH APPLICABLE SAFETY STANDARDS.
9. CONTRACTOR SHALL COORDINATE ACTIVITIES WITH OWNER/ENGINEER SO AS TO MINIMIZE DISTURBANCE TO SITE AND SURROUNDING AREAS.
10. ALL AREAS DISTURBED BY THE WORK SHALL BE RESTORED TO PREEEXISTING OR SPECIFIED NEW CONDITIONS.
11. THE ENGINEER WILL TAKE AND TEST SOIL SAMPLES FOR HEAVY METALS PRIOR TO AND AFTER CONSTRUCTION TO CONFIRM THAT BACKGROUND HEAVY METAL LEVELS ARE NOT EXCEEDED FOLLOWING CONSTRUCTION. THE CONTRACTOR WILL BE REQUIRED TO REMEDIATE ALL AREAS WHERE HEAVY METAL LEVELS EXCEED THE BACKGROUND LEVELS.
12. PROVIDE TEMPORARY FENCING TO PROTECT WORK AREAS.
13. ALL WORK SHALL COMPLY WITH ALL APPLICABLE CODES, LAWS, AND STATUTES AS REQUIRED.
14. VERIFY ALL CHANGES TO THE WORK IN WRITING WITH THE ENGINEER AND OWNER BEFORE BEGINNING RELATED WORK.
15. VERIFY EXACT LAYOUT COMPATIBILITY WITH ALL EXISTING CONDITIONS BEFORE BEGINNING WORK. NOTIFY THE ENGINEER IN WRITING BEFORE BEGINNING WORK IF ANY DISCREPANCIES ARE FOUND.
16. STRICTLY ADHERE TO MANUFACTURER'S PRINTED INSTRUCTIONS.
17. THE WATER DISTRICT WILL DRAIN THE TANK BY GRAVITY PRIOR TO THE COMMENCEMENT OF WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL AND LEGAL DISPOSAL OF ALL REMAINING WATER AND SEDIMENT FROM THE TANK OFF-SITE AS REQUIRED. CONTRACTOR SHALL PROVIDE NECESSARY PUMPS AND APPURTENANCES TO REMOVE REMAINING WATER. CONTRACTOR SHALL OBTAIN ALL NECESSARY DISCHARGE PERMITS. SEDIMENT SHALL BE FILTERED FROM DISCHARGE WATER PRIOR TO DISCHARGE, THEN COLLECTED AND LEGALLY DISPOSED OF.
18. THE INTERIOR AND EXTERIOR TANK COATINGS CONTAIN HEAVY METALS. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY EQUIPMENT AND WORKER PROTECTION FOR ALL PREPATORY WORK AND WELDING OPERATIONS TO COMPLY WITH APPLICABLE REQUIREMENTS.
19. AIR MONITORING WILL BE REQUIRED AS OUTLINED IN SPECIFICATION SECTION 015719 - TEMPORARY ENVIRONMENTAL CONTROLS (CONTAINMENT)
20. CONTRACTOR SHALL PROVIDE INSPECTING ENGINEER WITH FULL FACE RESPIRATOR AND REPLACEMENT CARTRIDGES.
21. THE TANK HAS AN EXISTING ANTENNA THAT SHALL BE REMOVED AND DELIVERED TO THE RIVERHEAD FIRE DEPARTMENT TO BE STORED PRIOR TO EXECUTION OF THIS PROJECT AND REINSTALLED FOLLOWING COMPLETION. ANY EXISTING ATTACHMENT HARDWARE REMAINING ON THE TANK SHALL BE PREPARED AND PAINTED WITH THE TANK. THE CONTRACTOR SHALL PROTECT ALL ON-SITE ANTENNA EQUIPMENT AS REQUIRED AND SHALL BE RESPONSIBLE FOR ANY DAMAGE CAUSED BY THE WORK.
22. THE CONTRACTOR SHALL PROVIDE FULL CONTAINMENT AS SPECIFIED AROUND TANK DURING ALL INTERIOR & EXTERIOR BLASTING, PREPARATORY WORK, AND PAINTING OPERATIONS TO COMPLY WITH STATE REQUIREMENTS FOR PARTICULATE EMISSIONS.
23. PRIOR TO COMMENCING BLASTING THE CONTRACTOR SHALL INSTALL PROPERLY SIZED PIPE PLUGS OR CAPS IN TANK FILL AND DRAIN PIPES WITHIN THE TANK TO PREVENT DEBRIS FROM ENTERING THE PIPES.
24. APPLY PIT FILLER TO ALL PIT RUSTED AREAS AS DIRECTED BY THE ENGINEER.
25. REFER TO SPECIFICATION SECTION 099870 - STEEL TANK COATING SYSTEM FOR PREPARATION AND COATING REQUIREMENTS FOR TANK SURFACES.
26. CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL EXISTING GASKETS AND HARDWARE ON ALL HATCHES OF THE TANK. REPLACE WITH NEW TEFLON COATED HARDWARE AND 1/4" THICK RED RUBBER GASKETS (CUT TO FIT FLANGE).
27. APPLY SEAM SEALER TO ALL NON-WELDED JOINTS ON TANK INTERIOR AND EXTERIOR AS DIRECTED BY THE ENGINEER. FOR INTERIOR OF THE TANK, APPLY SEAM SEALER AFTER THE FINISH COAT. FOR EXTERIOR OF THE TANK, APPLY SEAM SEALER AFTER THE INTERMEDIATE COAT.
28. UPON COMPLETION OF PAINTING OPERATIONS, DISINFECT TANK INTERIOR AND COLLECT AND ANALYZE WATER QUALITY SAMPLES.
29. UPON FILLING THE TANK, THE ENGINEER SHALL OBSERVE THE TANK AND APPURTENANT PIPES FOR LEAKAGE. THE CONTRACTOR SHALL IMMEDIATELY TAKE STEPS TO ELIMINATE ANY LEAKS IN A MANNER APPROVED BY THE ENGINEER AT NO ADDITIONAL COST TO THE OWNER.
30. CONTRACTOR IS RESPONSIBLE FOR RESTORATION OF SURROUNDING AREAS DAMAGED DURING CONSTRUCTION. AS PART OF SITE RESTORATION, CONTRACTOR SHALL GRADE PERIMETER OF TANK FOUNDATION TO ACHIEVE A MINIMUM OF 2% POSITIVE PITCH AWAY FROM TANK FOUNDATION. PLACE 4" OF TOPSOIL AND HYDROSEED ALL GRASS AREAS DISTURBED BY CONSTRUCTION.
31. THE CONTRACTOR SHALL SUBMIT FOR THE ENGINEER'S REVIEW ANY AND ALL PROPOSED PERMANENT OR TEMPORARY TANK ATTACHMENTS, CONSTRUCTION AIDS, ETC. THE ENGINEER SHALL DETERMINE WHETHER THESE PROPOSED ATTACHMENTS, CONSTRUCTION AIDS, ETC. SHALL BE PERMITTED TO BE PERMANENTLY INSTALLED OR BE REQUIRED TO BE REMOVED. THE INSTALLATION, REMOVALS, TOUCH-UP PAINTING, ETC. PROCESS SHALL BE APPROVED BY THE ENGINEER PRIOR TO ANY INSTALLATIONS.



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Plant No. 10 Tank
Rehabilitation

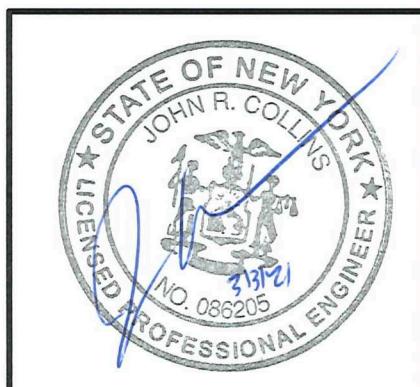
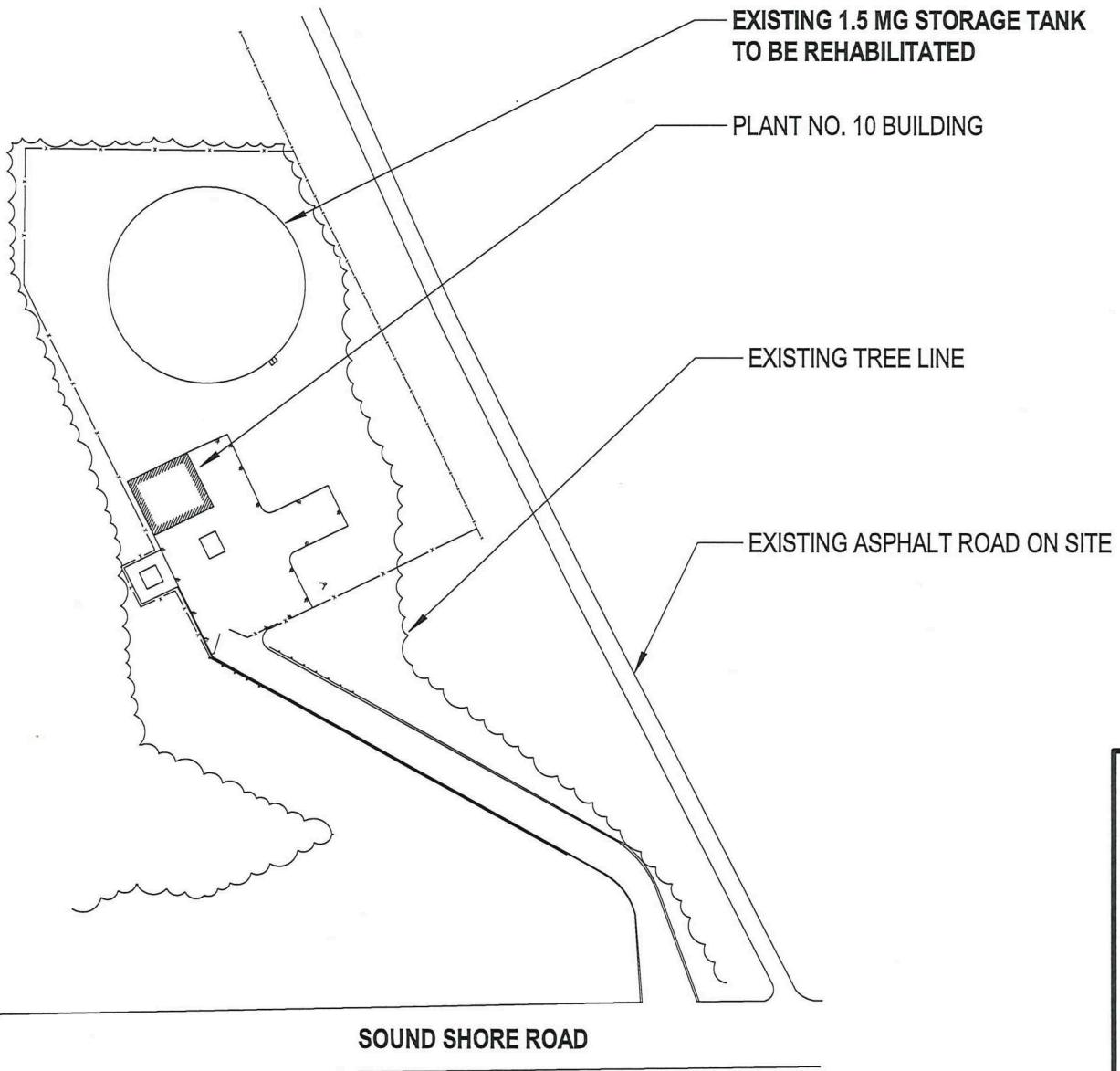
General Construction Notes

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Site Plan



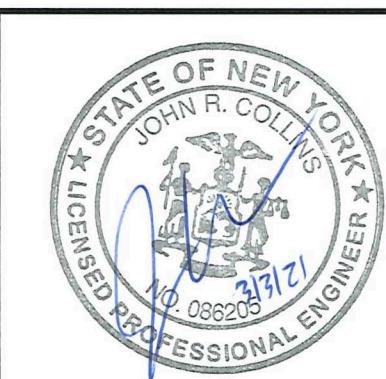
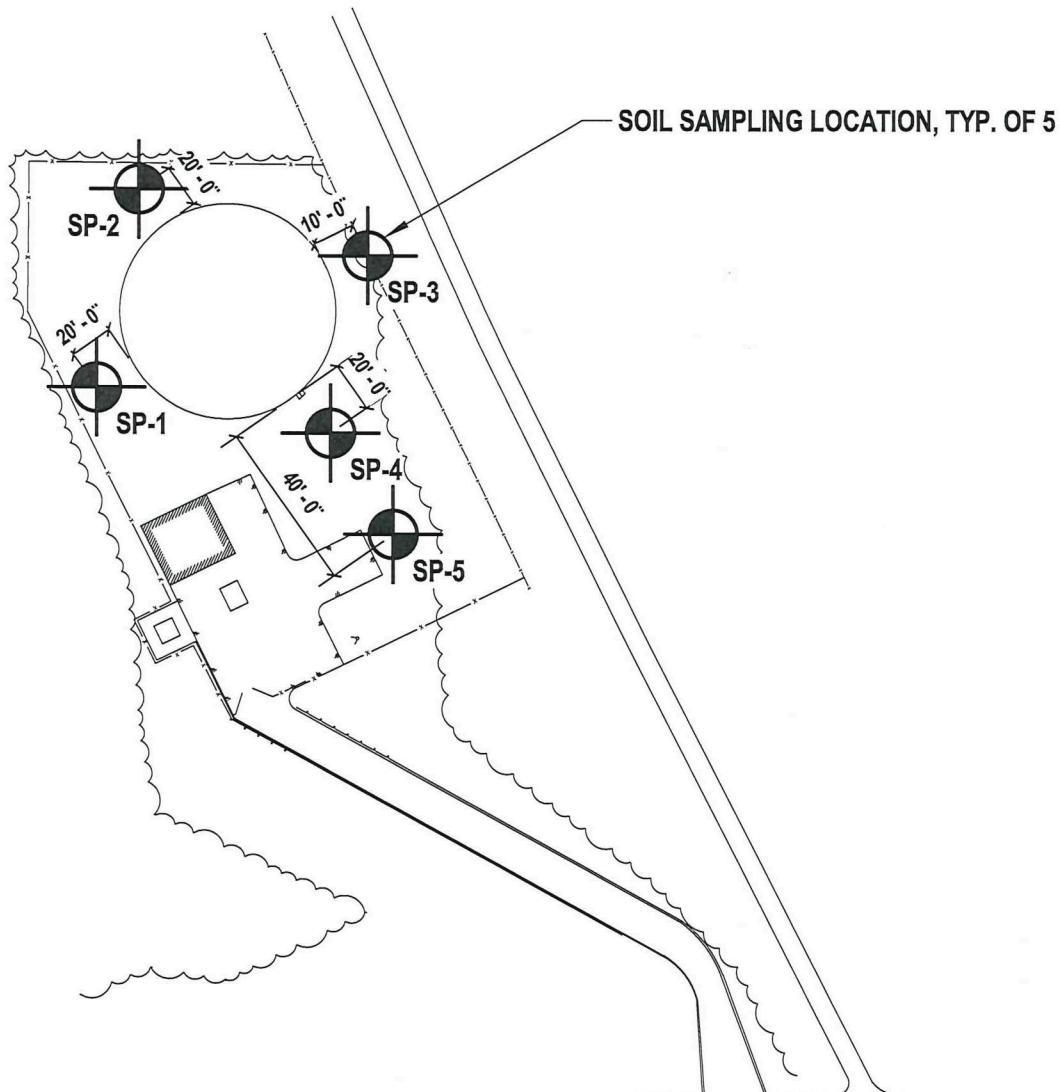
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Soil Sampling Site Plan



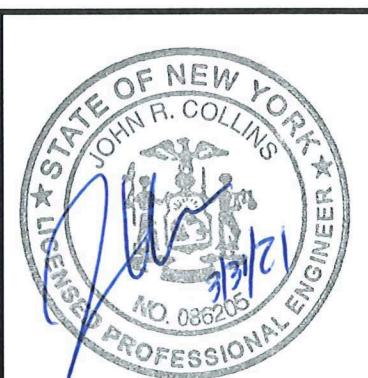
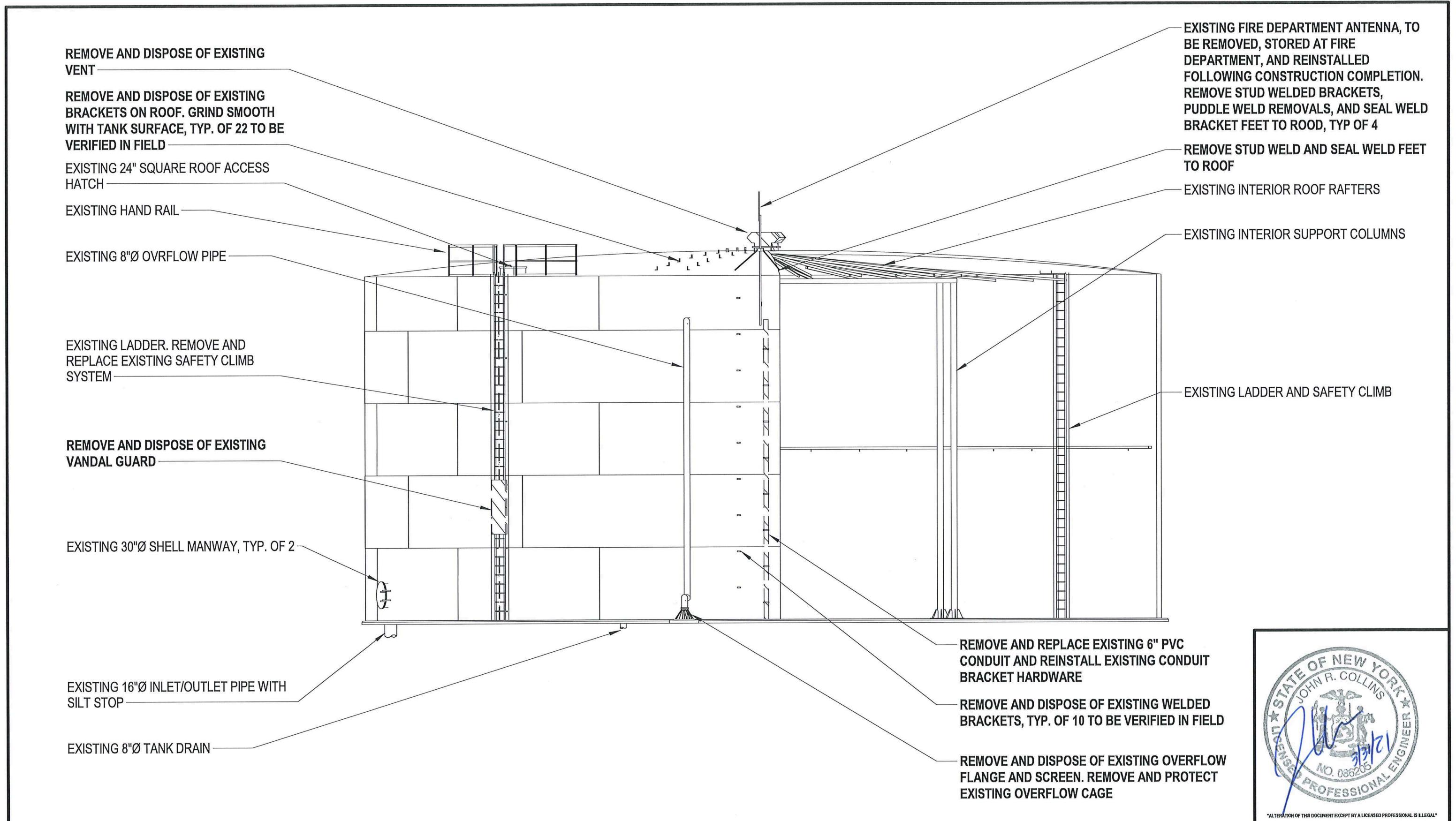
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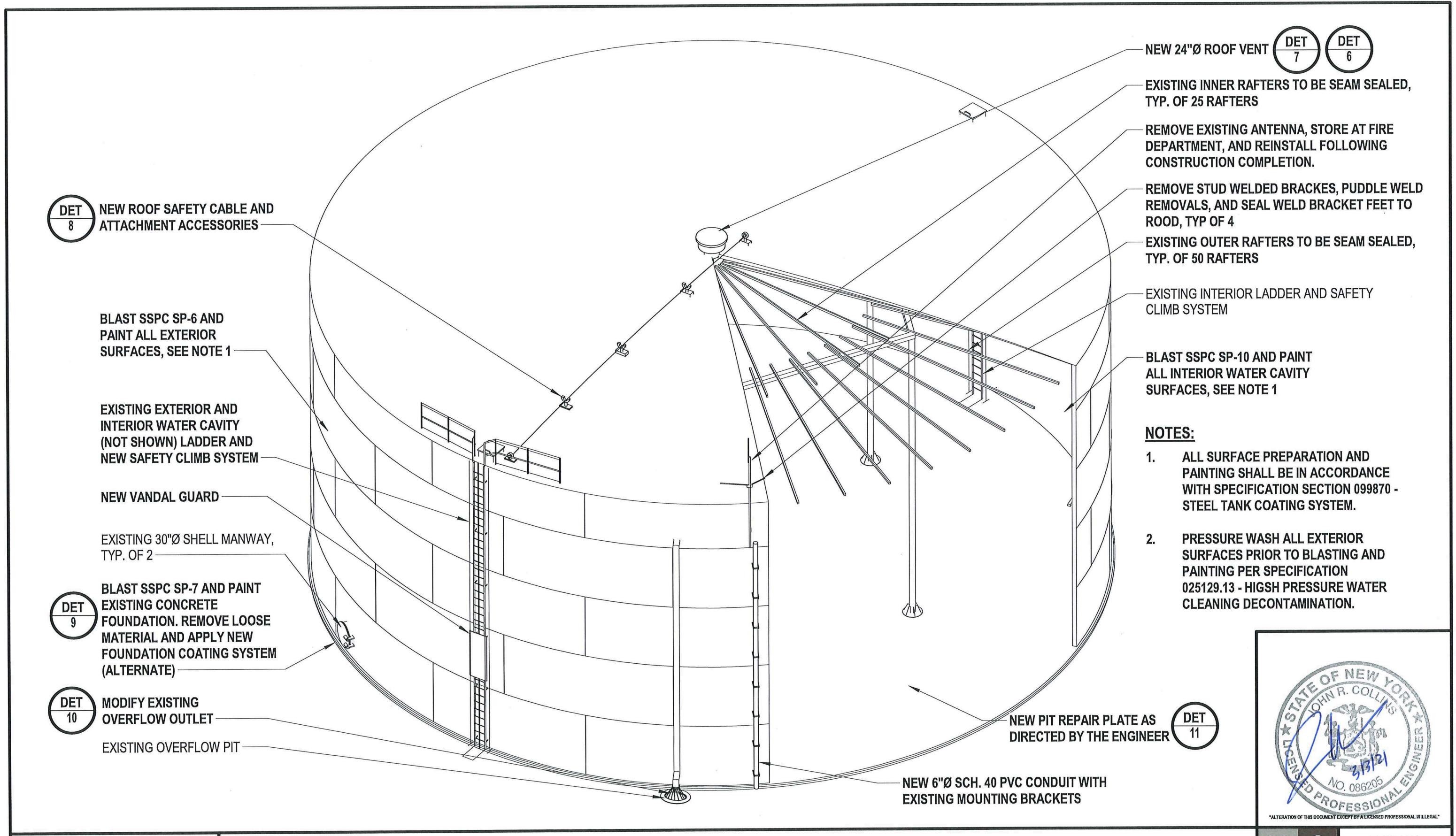
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Plant No. 10 Tank
Rehabilitation

Existing Tank Elevation

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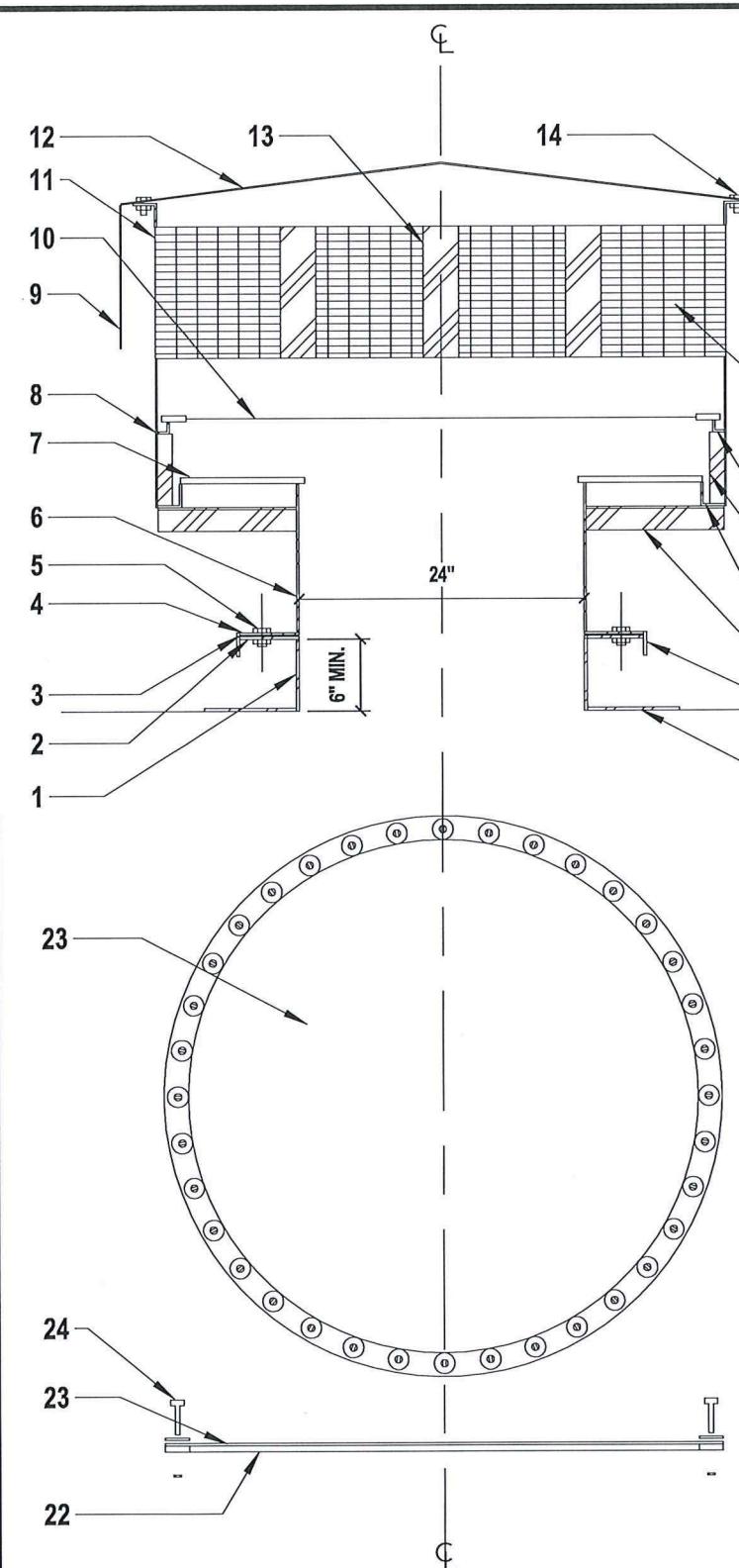


Plant No. 10 Tank
Rehabilitation

Isometric Scope of Work

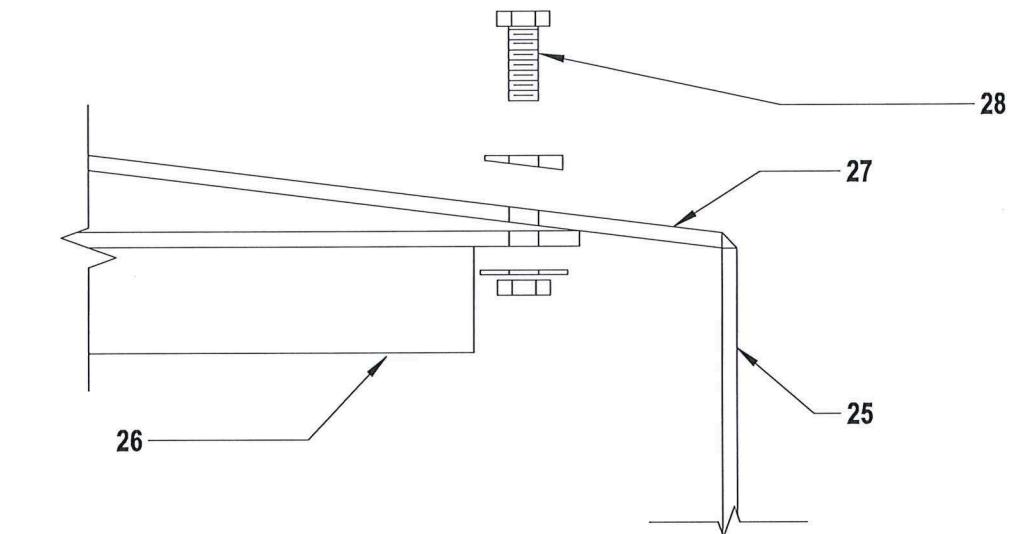
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M		architects + engineers Melville, NY Parsippany, NJ

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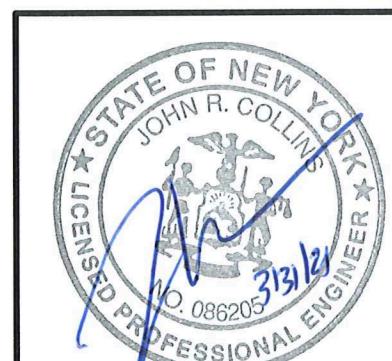
MATERIAL SPECIFICATIONS FOR 24"Ø ALUMINUM VENT:

1. ALUMINUM PLATE ROLLED TO 24" I.D. x 6" HIGH x 1/4" THK.
2. ALUMINUM PLATE 34" O.D. x 1/4" x 24" I.D. - BOLT CIRCLE: (8) 13/16"Ø HOLES AT 15-1/8" RAD.
3. RUBBER GASKET 34" O.D. x 1/8" x 24-1/4" I.D. - BOLT CIRCLE: (8) 13/16"Ø HOLES AT 15-1/8" RAD.
4. ALUMINUM PLATE 34" O.D. (MIN.) x 3/16" x 24" I.D. - BOLT CIRCLE: (8) 13/16"Ø HOLES AT 15-1/8" RAD.
5. (8) 304 S.S. BOLTS W/ H.H. NUTS AND (2) FLAT WASHERS PER BOLT, 3/4"Ø x 1-1/2" LONG.
6. ALUMINUM PLATE ROLLED TO 24" I.D. (MIN.) x 3/16" x 12-1/2" LONG (ROUND ONE EDGE)
7. LINEAR HIGH DENSITY POLY-ETHYLENE (HDPE) VACUUM PALLET 44" O.D. (MIN.) x 23" I.D. (MIN.) x 1/2" THK.
8. ALUMINUM PLATE ROLLED TO 48" O.D. (MIN.) x 12-1/2" HIGH x 1/8" THK.
9. ALUMINUM PLATE ROLLED TO 54" O.D. (MIN.) x 12" HIGH x 1/8" THK.
10. PRESSURE PALLET (SEE ITEMS 22-24)
11. ALUMINUM 2" x 2" x 3/16", ANGLE ROLLED TO 47-3/4" I.D. (MIN.) LEG OUT W/ (4) EVENLY SPACED 9/16"Ø HOLES (REFER TO ALUMINUM VENT COVER DETAIL)
12. ALUMINUM CONE ROOF PLATE 54"Ø (MIN.) x 1/8" THK. - PITCH: 1-1/2" OVER 12" (MAY SUBSTITUTE PRESSED PLATE OR FLANGED AND DISHED HEAD)
13. (6) ALUMINUM BAR 3" x 3/16" x 11" LONG
14. (4) 304 S.S. BOLTS, NUTS AND (1) FLAT WASHER, (1) SQUARE BEVEL WASHER, AND (1) NUT PER BOLT, 1/2"Ø x 1-1/2" LONG (REFER TO ALUMINUM VENT COVER DETAIL)
15. 3/4" x 1/8" FLATTENED EXPANDED ALUMINUM (OPENING SIZE 5/8" x 1-3/4") FORMED TO 48" I.D. (MIN.) x 11" HIGH.
16. ALUMINUM ANGLE 1" x 1" x 3/16" ROLLED TO 45-3/4" I.D. (MIN.) LEG OUT W/ (8) EVENLY SPACED 3/16"Ø HOLES LOCATED MIDWAY ON THE HORIZONTAL LEG.
17. (6) ALUMINUM BAR 6" x 1-1/4" x 1/8".
18. ALUMINUM ANGLE 2" x 2" x 3/16" ROLLED TO 43-3/4" I.D. (MIN.) LEG OUT W/ (8) EVENLY SPACED 3/16"Ø HOLES LOCATED MIDWAY ON THE HORIZONTAL LEG.
19. (6) ALUMINUM ANGLE 2" x 2" x 3/16" x 11-5/8" LONG, ORIENTED LEG-DOWN.
20. ALUMINUM FLAT BAR 2" x 1/4" ROLLED TO 34" I.D. DRIP EDGE WELD WITH 1/4" FILET WELD TO FLANGE
21. STEEL DOUBLER PLATE 40" O.D. x 1/4" THICK X 24-1/2" I.D
22. HDPE RING 47" O.D. x 43" I.D. x 1/2" THK. - BOLT CIRCLE: (36) 1/4"Ø HOLES AND EVENLY SPACED AT 22" RAD.
23. 24-MESH 304 STAINLESS STEEL SCREEN 46" DIA (0.018 - 304 S.S. WIRE SCREEN) - BOLT CIRCLE: (36) 1/4"Ø HOLES AND EVENLY SPACED AT 22" RAD.
24. (36) NO. 12 PAN HEAD 304 S.S. MACHINE SCREWS W/ NUTS AND FENDER WASHERS, 1-1/2" LONG.



MATERIAL SPECIFICATIONS FOR ALUMINUM VENT COVER:

25. ALUMINUM PLATE ROLLED TO 54" O.D. (MIN.) x 12" HIGH x 1/8" THK.
26. ALUMINUM 2" x 2" x 3/16", ANGLE ROLLED TO 47-3/4" I.D. (MIN.) LEG OUT W/ (4) EVENLY SPACED 9/16"Ø HOLES (REFER TO ALUMINUM VENT COVER DETAIL)
27. ALUMINUM CONE ROOF PLATE 54"Ø (MIN.) x 1/8" THK. - PITCH: 1-1/2" OVER 12" (MAY SUBSTITUTE PRESSED PLATE OR FLANGED AND DISHED HEAD)
28. (4) 304 S.S. BOLTS, NUTS AND (1) FLAT WASHER, (1) SQUARE BEVEL WASHER, AND (1) NUT PER BOLT, 1/2"Ø x 1-1/2" LONG (REFER TO ALUMINUM VENT COVER DETAIL)



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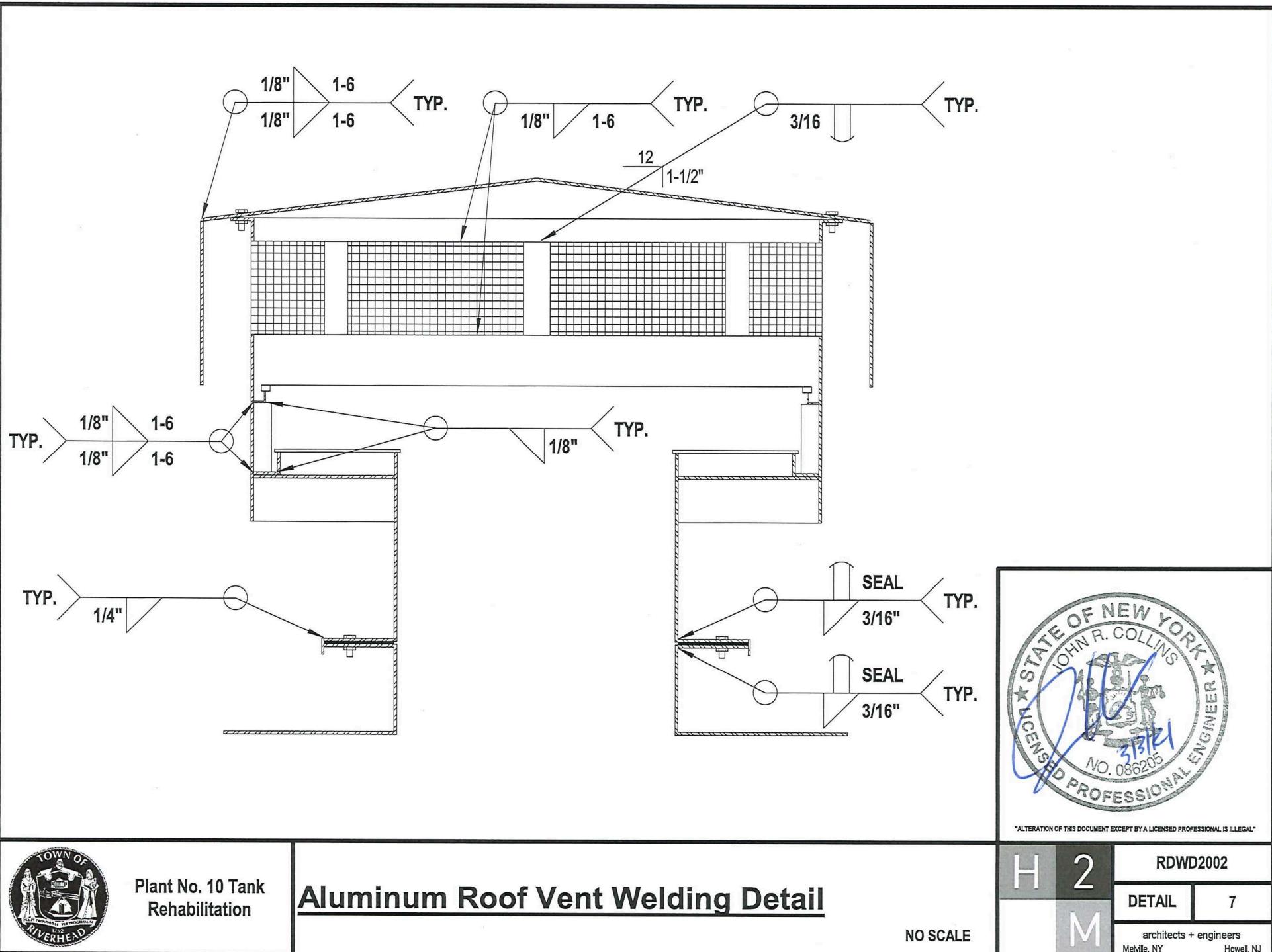


Plant No. 10 Tank
Rehabilitation

Aluminum Roof Vent Detail

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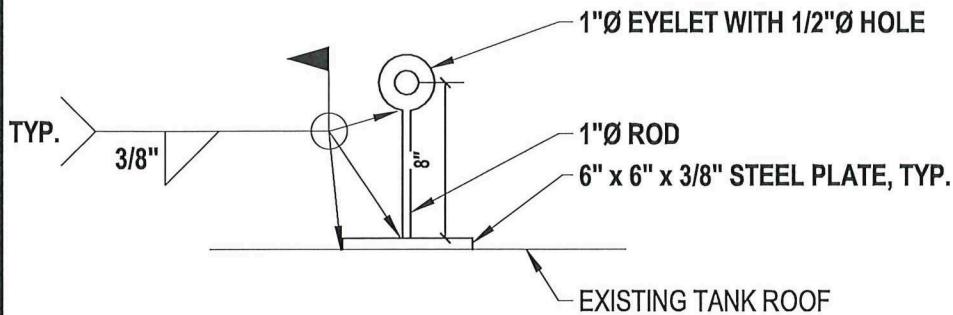


Plant No. 10 Tank Rehabilitation

Aluminum Roof Vent Welding Detail

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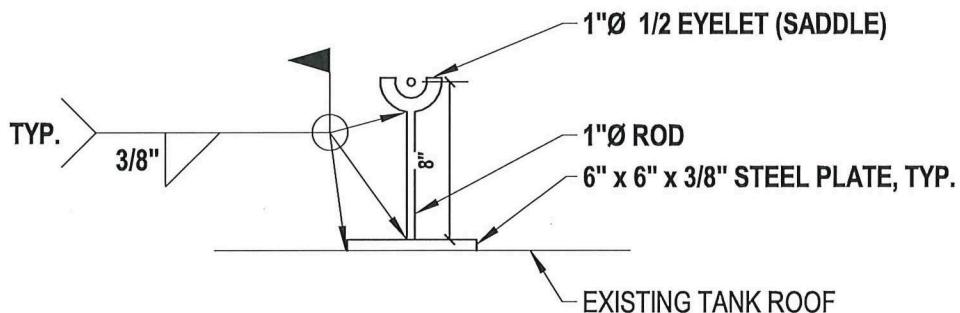




SAFETY CABLE END SUPPORT

NOTES:

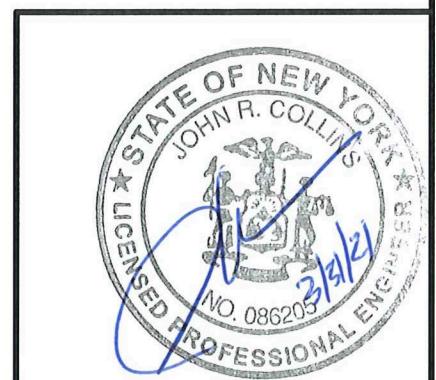
1. INSTALL 3/8" STAINLESS STEEL (7 x 19 STRAND CORE) CONTINUOUS SAFETY CABLE.
2. INSTALL 1/2" SWAGE x THREADED TERMINAL CONNECTION. PROVIDE 4 STAINLESS STEEL LOCK NUTS, TYP. FOR EACH END SUPPORT CONNECTION.



SAFETY CABLE INTERMEDIATE SUPPORT

NOTES:

1. INSTALL CABLE INTERMEDIATE SUPPORTS 6'-0" O.C.
2. INSTALL RUBBER SHEATH ON SAFETY CABLE OR RUBBER WRAP ON EYELET/SADDLE WHERE SAFETY CABLE/INTERMEDIATE SUPPORTS COME IN CONTACT WITH EACH OTHER.



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Plant No. 10 Tank
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Roof Safety Climb

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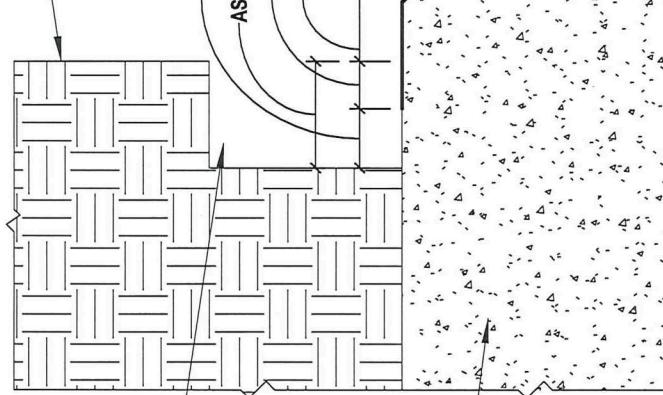
EXTERIOR COATING, TYP.

NEW FOUNDATION COATING, TYP.

100% URETHANE CAULK APPLIED TO ENTIRE CIRCUMFERENCE OF BASEPLATE PRIOR TO APPLICATION OF FOUNDATION COATINGS. ALL VOIDS TO BE FILLED TO A 1/4" EXTERIOR BEAD PROFILE

3/4" CHAMFER (ALTERNATE)

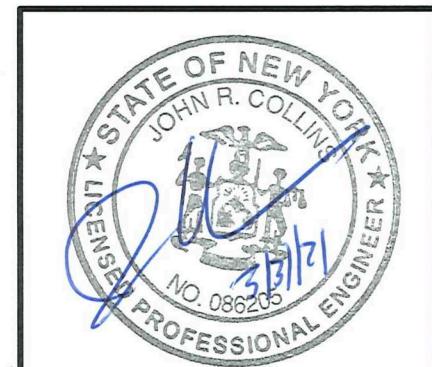
EXISTING GRADE



OVERLAP FINISH COAT OF FOUNDATION COATING 2" ONTO FINISH COAT OF TANK EXTERIOR COATING (ALTERNATE)

NOTES:

1. CONTRACTOR SHALL BLAST SSPC SP-7 CONCRETE FOUNDATIONS AND REMOVE AND DISPOSE OF LOOSE/UNSOULD GROUT AS DIRECTED BY THE ENGINEER. INSTALL NEW GROUT AS REQUIRED PRIOR TO INSTALLATION OF FOUNDATION COATING. (ALTERNATE)



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Plant No. 10 Tank Rehabilitation

Foundation Coating System Detail

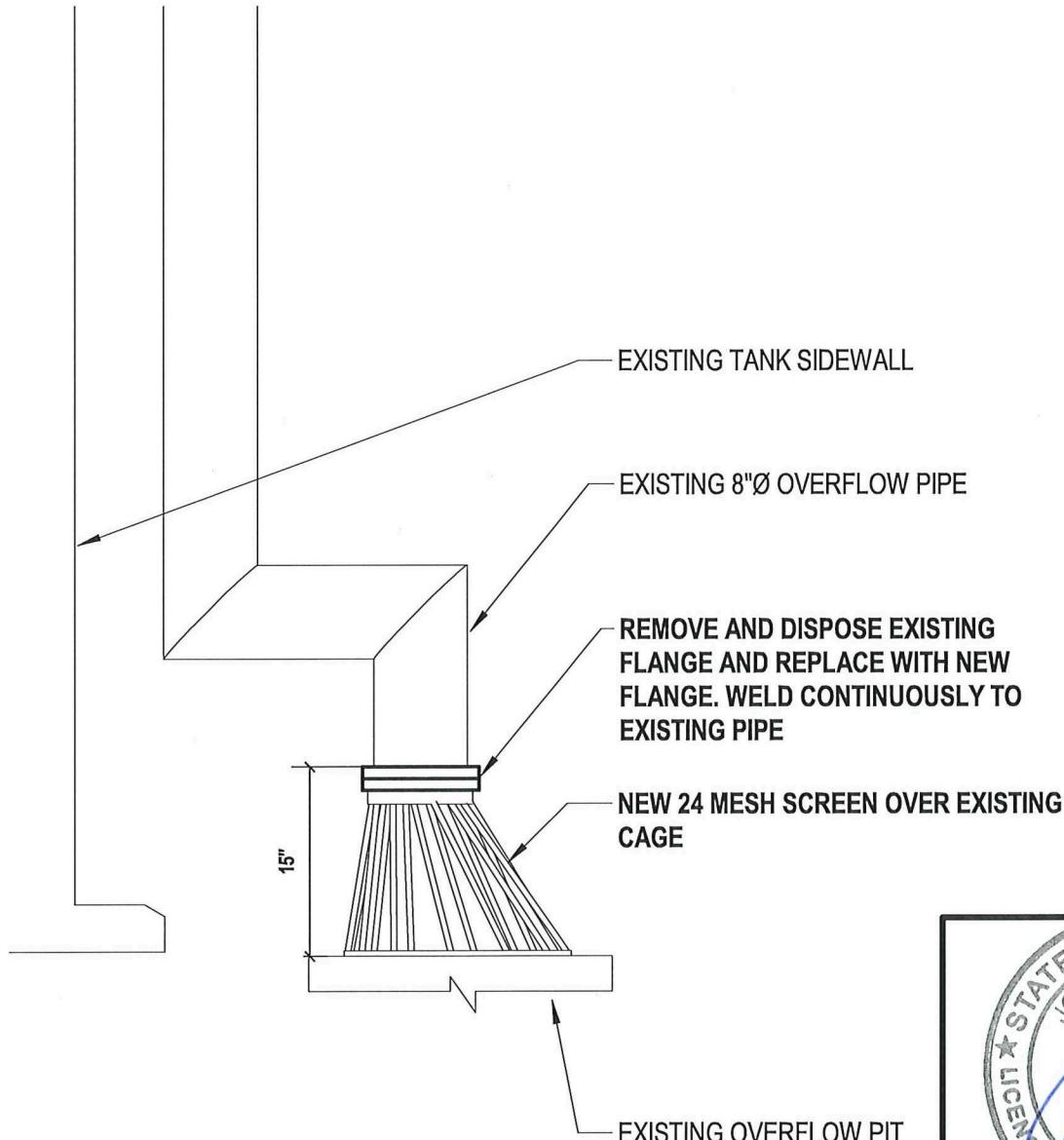
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Overflow Detail

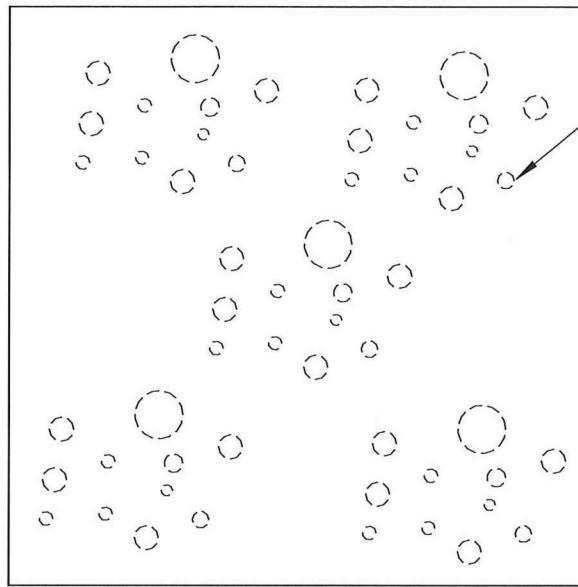
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NOTE:

1. QUANTITY AND SIZE OF PATCH PLATES REQUIRED SHALL BE DETERMINED BY THE ENGINEER AFTER SURFACE PREPARATION IS PERFORMED. UPON INSTALLATION OF PATCH PLATE, AREA SHALL BE RE-PREPARED IN ACCORDANCE WITH SPECIFICATION SECTION 099870 - STEEL TANK COATING SYSTEM.
2. FOR BIDDING PURPOSES, THE CONTRACTOR SHALL ASSUME THE QUANTITY AND SIZE OF REPAIR PLATES AS INDICATED IN THE FORM OF BID. UTILIZATION OF PLATE SHALL BE DETERMINED BY THE ENGINEER.



Plant No. 10 Tank
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Pit Repair Plate Detail

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