



architects + engineers

## **CONTRACT AND SPECIFICATIONS**

**RIVERHEAD WATER DISTRICT  
TOWN OF RIVERHEAD  
SUFFOLK COUNTY, NEW YORK**

### **RE-BID TEST WELL PROGRAM – PHASE II**

**Contract A - Installation of Monitoring Well**

**Contract B – Installation of Test Boring**

Capital Project No. 4  
H2M Project No: RDWD1804

#### **TOWN SUPERVISOR**

Yvette Aguiar

#### **TOWN COUNCIL**

Frank Beyrodt  
Kenneth Rothwell  
Robert Kern  
Tim Hubbard

#### **TOWN CLERK**

Diane Wilhelm

#### **SUPERINTENDENT OF WATER**

Frank Mancini

**JUNE 2022**

#### **Prepared by:**

#### **H2M architects + engineers**

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The Town Board of Riverhead will receive bids for the “**Test Well Program Phase II – RE-BID**” 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, July 21, 2022**, which time and place all bids will be publicly opened and read aloud for:

**Test Well Program Phase 2 – RE-BID**  
**Contract A – Installation of Monitoring Wells**  
**Contract B – Installation of Test Boring**  
**Capital Project No. 4**  
**RDWD1804**

Plans and specifications may be examined on or after *Thursday, June 30, 2022*, by visiting the Town of Riverhead website: <http://townofriverheadny.gov> and clicking on “Purchasing” and “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: June 30, 2022**

BIDS FOR PROJECT

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

RIVERHEAD WATER DISTRICT**TEST WELL PROGRAM PHASE II - REBID****CONTRACT A - INSTALLATION OF MONITORING WELLS****CONTRACT B – INSTALLATION OF TEST BORING****CAPITAL PROJECT No. 4****RDWD1804**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, July 21, 2022** 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.: RDWD1804, TEST WELL PROGRAM PHASE 2 – REBID, CONTRACT A - INSTALLATION OF MONITORING WELLS & CONTRACT B – INSTALLATION OF TEST BORING, 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 – Contract A (if applicable); 004117 – Proposal - Contract B (if applicable), 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, June 30, 2022** by visiting the Town of Riverhead website: <http://townofriverheadny.gov>. Plans and specifications are available from the 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.

## PROPOSAL

The Proposals 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. *Deposits shall be submitted on the individual Contract or if submitting bids for both Contracts, a single deposit will be accepted.* 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

Each Contractor shall furnish a Performance Bond, Labor and Materials Bond 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.

For Contract A – Installation of Monitoring Well, the Contractor shall furnish a one (1) year Maintenance Bond each in an amount equal to one hundred (100%) percent of the total final 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. Contract B – Installation of Test Boring shall be exempt from the requirements of the Maintenance Bond, however, 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.

The Contractor shall include the Owner of the property for which the test well is to be constructed as an additionally insured. The name of the persons and corporation to be named shall be provided upon award of the contract. In addition, the Owner of the property in question shall be deemed as a Certificate Holder on all General Liability and be provided the proper insurances prior to access of site.

#### 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. 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.

#### 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.

TOWN BOARD  
TOWN OF RIVERHEAD  
SUFFOLK COUNTY, NEW YORK

**END OF SECTION 00211**



TO THE TOWN COUNCIL  
RIVERHEAD WATER DISTRICT

For the furnishing and installing of materials for all work included under contract as follows:

Made this \_\_\_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

BIDDER'S DECLARATION:

The party named 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 and 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, the contract and specifications and the drawings referred to; and has read the Information for Bidders hereto attached; and it proposes and agrees, if this proposal is accepted, it will contract in the form as approved to perform all the work mentioned in said contract and specifications; and it will accept in full payment therefore the following sums to wit:

**END OF SECTION 004105**

The undersigned hereby offers to furnish all labor, equipment, materials and appurtenances for **Test Well Program Phase II – Contract A, Installation of Monitoring Wells**, all in accordance with the contract and specifications prepared by H2M architects + engineers for the following individual and lump sum prices:

SECTION 1: By submission of this bid, the contractor herein verifies the unit and lump sum prices submitted herein under SECTION 1 shall be guaranteed for a period of one year following award of the bid or until October 31, 2023 whichever date expires first. A second test or monitoring well may be authorized prior to the contract completion date of Section 1 and shall be performed in accordance with the applicable pricing provided herein. Work that is authorized within this designated timeframe, however which may extend past the governing date shall be eligible for reimbursement in accordance with Section 1 up to completion of the task. All other work authorized after this date shall be in accordance with SECTION 2.

**ITEM 1: MOBILIZATION & DEMOBILIZATION MONITORING WELL**

For furnishing the drilling rig and all miscellaneous equipment, tools etc., required to drill one complete grouted monitoring well to the final depth specified; including clearing, removal, and disposal of undergrowth, moving and unloading equipment, establishment of area for rig set-up, set-up, excavation, install of temporary construction fencing, moving from the site, final cleaning at the end of the job and all incidental work preparatory to and following monitoring well construction.

UNIT PRICE \_\_\_\_\_ (\$ \_\_\_\_\_ )  
(Approximately 1 moves) DOLLARS

TOTAL \_\_\_\_\_ (\$ \_\_\_\_\_ )  
DOLLARS

**ITEM 2A: CONSTRUCTION OF MONITORING WELL**

For construction of a 6"Ø Schedule 80 monitoring well with casing, slotted stainless steel screen, and PVC sump to a depth of approximately 300 feet.

LUMP SUMP \_\_\_\_\_ (\$ \_\_\_\_\_ )  
DOLLARS

**ITEM 2B: DEPTH ADJUSTMENT (ADD / DEDUCT)**

For modifying the depth of monitoring well detailed under Item No. 2A to a greater or lesser depth than specified.

Price per foot \_\_\_\_\_ (\$ \_\_\_\_\_ )  
(Approximately 20 feet) DOLLARS

TOTAL \_\_\_\_\_ (\$ \_\_\_\_\_ )  
DOLLARS

**ITEM 2C: TEST Core SAMPLING**

For obtaining split spoon core sampling at a rate of once every 20 feet and at pronounced changes in the character of the materials beginning at 100 feet and continuing to well termination. Item shall also include screen or sieve analysis and graphing of all samples identified by District or Engineer to be within a potential water bearing formation.

Price per UNIT \_\_\_\_\_ (\$ \_\_\_\_\_ )  
(Approximately 10 samples) DOLLARS

TOTAL \_\_\_\_\_ (\$ \_\_\_\_\_ )  
DOLLARS

**ITEM 2D: GEOPHYSICAL LOG OF MONITORING WELL BORING**

For performance of geophysical logging of monitoring well including electric (single point resistivity & self-potential) and gamma ray logging and plotting for entire submerged depth of hole.

LUMP SUM \_\_\_\_\_ (\$ \_\_\_\_\_ )  
DOLLARS

**ITEM 3: TESTING**

Daily rate for operation of test pump, collection of water quality sample and delivery of samples to District selected lab within Nassau or Suffolk counties. District shall supply bottles and cover all lab costs.

Price per DAY \_\_\_\_\_ (\$ \_\_\_\_\_ )  
(Approximately days) DOLLARS

TOTAL \_\_\_\_\_ (\$ \_\_\_\_\_ )  
DOLLARS

**ITEM 4: ADDITIONAL WORK ALLOWANCE**

Cash allowance for unforeseen conditions encountered during construction of monitoring well.

FIXED PRICE Five Thousand & 00/100 \_\_\_\_\_ ( \$5,000.00 )  
DOLLARS

TOTAL BID (Sum of All Items):

\_\_\_\_\_  
\_\_\_\_\_  
DOLLARS (\$ \_\_\_\_\_ )

SECTION 2: By submission of this bid, the contractor herein verifies the unit prices submitted herein under SECTION 2 shall be guaranteed for the periods specified below. Work that is authorized within a designated timeframe, however which may extend past the period ending date shall be eligible for reimbursement in accordance with the unit prices stipulated on date of notice to proceed from District up to completion of the task. The District shall utilize the below schedule in planning for future test and monitoring wells. Locations shall be as determined. By submission of bid, the contractor agrees to mobilization and commencement of work within sixty (60) days of the Notice to Proceed from District.

Item No.	Description	November 1, 2023 thru October 31, 2024
1	Mobilization and demobilization for the construction of a monitoring well including all items specified.  <b>(Price per mobilization/demobilization)</b>	\$
2A	For construction of a 6"Ø Schedule 80 monitoring well with casing, slotted PVC screen, and PVC sump to a depth as directed by the District and in accordance with these specifications  <b>(Price per linear foot of boring constructed)</b>	\$
2C	For obtaining split spoon core sampling including screen or sieve analysis and graphing of all samples identified by District at a rate as directed by District and in accordance with these specifications.  <b>(Price per sample)</b>	\$
2D	For performance of geophysical logging of monitoring well including electric (single point resistivity & self-potential) and gamma ray logging and plotting for entire submerged depth of hole.  <b>(Price per set of tests completed)</b>	\$
4A	Daily rate for operation of test pump, collection of water quality sample and delivery of samples to District selected lab within Nassau or Suffolk counties. District shall supply bottles and cover all lab costs.  <b>(Price per day)</b>	\$

SECTION 3: Certification

BIDDER: \_\_\_\_\_

BIDDER'S ADDRESS: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

PHONE: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

FEDERAL I.D. NO.: \_\_\_\_\_

THE TOWN OF RIVERHEAD/RIVERHEAD WATER DISTRICT RESERVE THE RIGHT TO AWARD THIS CONTRACT BASED ON EITHER THE TOTAL BID OR ANY COMBINATION OF ITEMS WHATEVER IS DEEMED TO BE IN THE BEST INTEREST OF DISTRICT. THE TOWN/DISTRICT ALSO RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS

THE TOWN OF RIVERHEAD/RIVERHEAD WATER DISTRICT RESERVE THE RIGHT AFTER AWARD TO ELIMINATE OR NOT PROCEED WITH CERTAIN BID ITEMS IF DEEMED TO BE IN THE BEST INTEREST OF DISTRICT.

WITHIN TEN (10) DAYS (SUNDAYS AND LEGAL HOLIDAYS EXCEPTED) AFTER ACCEPTANCE OF THIS BID BY THE TOWN/DISTRICT, THE BIDDER SHALL EXECUTE THE CONTRACT. THE BIDDER SHALL FURNISH THE REQUIRED BONDS AND INSURANCES TO THE WATER DISTRICT'S ATTORNEY WITHIN THE SAME TIME FRAME.

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 CONTRACTOR SHALL COORDINATE ALL WORK WITH THE DISTRICT TO MINIMIZE DISTURBANCES TO DISTRICT OPERATIONS.

SPECIFIC BONDING NOTES:

The contractor shall provide the appropriate bonds as described in the Information to Bidders and Contract Section of these documents and in consideration of the following stipulations:

- The value of the Performance Bond provided to the Town District at the time of the submission of bids shall be in the amount of the total bid submitted under Section 1.
- The value of the Maintenance Bond shall be equal to the final payment amount made under section 1. Separate maintenance bonds must be submitted for wells requested outside the base bid at the discretion of the District.
- For work authorized under Section 2, the contractor shall provide a one-year maintenance bond for the value of the work completed after the completion of the well/boring construction at the discretion of the District.

SPECIFIC CONSTRUCTION NOTES:

All costs associated with these items shall be included in the bid price for Item 2A under Section 1 or within the unit price for Item 2A under Section 2:

- All areas shall be restored to pre-existing conditions or better as judged by the District and Engineer.
- The clearing or trimming of trees is not permitted without prior District consent.
- Contractor shall be responsible to determine appropriate means of water supply required to properly construct well at locations shown.
- Contractor shall be responsible for the disposal of water used in development.
- Where private property is to be accessed, property owners shall be named as additionally insured and be provided endorsements of coverage by the Contractor.
- Contractor shall be responsible for securing appropriate permits from the NYSDEC.
- Final location of wells shall be approved by District and Engineer.
- If a working easement from or access to private property owner is necessary to complete the work, it is the responsibility of the Contractor to secure the permission to access private property and provide verification of permission from property owner to District and Engineer.

THE UNDERSIGNED HEREBY ALSO ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA, IF ANY:

ADDENDUM NO.	DATED
_____	_____
_____	_____
_____	_____

TELEPHONE NUMBER WHERE THE CONTRACTOR OR A COMPETENT REPRESENTATIVE CAN ACCEPT A TELEPHONE MESSAGE AND PROVIDE A REASONABLE REPLY AS SOON AS POSSIBLE, WITHIN 24 HOURS OF BEING CONTACTED.

OFFICE: (\_\_\_\_) \_\_\_\_\_ CELL: (\_\_\_\_) \_\_\_\_\_

E-MAIL: \_\_\_\_\_

**END OF SECTION 004116**

The undersigned hereby offers to furnish all labor, equipment, materials and appurtenances for **Test Well Program Phase II – Contract B, Installation of Test Boring**, all in accordance with the contract and specifications prepared by H2M architects + engineers for the following individual and lump sum prices:

SECTION 1: By submission of this bid, the contractor herein verifies the unit and lump sum prices submitted herein under SECTION 1 shall be guaranteed for a period of one year following award of the bid or until October 31, 2023 whichever date expires first. A second test or monitoring well may be authorized prior to the contract completion date of Section 1 and shall be performed in accordance with the applicable pricing provided herein. Work that is authorized within this designated timeframe, however which may extend past the governing date shall be eligible for reimbursement in accordance with Section 1 up to completion of the task. All other work authorized after this date shall be in accordance with SECTION 2.

**ITEM 1: MOBILIZATION & DEMOBILIZATION TEST BORING**

For furnishing the rotary rig and all miscellaneous equipment, tools etc., required to drill one complete test boring by reverse rotary hydraulic method to the final depth specified; including clearing, removal, and disposal of undergrowth, moving and unloading equipment, establishment of area for rig set-up, set-up, excavation for slush pit and return trenches, install of temporary construction fencing, moving from the site, final cleaning at the end of the job and all incidental work preparatory to and following test boring construction.

UNIT PRICE \_\_\_\_\_ (\$ \_\_\_\_\_ )  
(Approximately 1 move) DOLLARS

TOTAL \_\_\_\_\_ (\$ \_\_\_\_\_ )  
DOLLARS

**ITEM 2A: CONSTRUCTION OF TEST BORING**

For construction of a groundwater test boring with minimum completed hole diameter of 12"Ø to a depth of approximately 700 feet including installation of temporary steel surface casing as well as all means required to provide water for drilling at site of borehole whether through connection to potable hydrant or via separate drilled supply well.

LUMP SUMP \_\_\_\_\_ (\$ \_\_\_\_\_ )  
DOLLARS

**ITEM 2B: DEPTH ADJUSTMENT (ADD / DEDUCT)**

For modifying the depth of boring as described under Item No. 2A to a greater or lesser depth than specified.

Price per foot \_\_\_\_\_ (\$ \_\_\_\_\_ )  
(Approximately 20 feet) DOLLARS

TOTAL \_\_\_\_\_ (\$ \_\_\_\_\_ )  
DOLLARS

**ITEM 2C: TEST Core SAMPLING**

For obtaining split spoon core sampling at a rate of once every 20 feet and at pronounced changes in the character of the materials beginning at 60 feet below the water table well boring and continuing to well termination. Item shall also include screen or sieve analysis and graphing of all samples identified by District or Engineer to be within a potential water bearing formation.

Price per UNIT \_\_\_\_\_ (\$ \_\_\_\_\_ )  
(Approximately 40 samples) DOLLARS

TOTAL \_\_\_\_\_ (\$ \_\_\_\_\_ )  
DOLLARS

**ITEM 2D: PREPARATION OF TEST SCREEN ZONE**

For placing and removing test screen setting at depths specifically directed by the District or Engineer. Item shall include backfill, installation of clay seals, minimum 6"Ø steel casing with 20' of 6" wire-wound steel screen; gravel pack around the well screen, development (minimum 32 hours per test zone) to meet or exceed detailed water quality parameters; furnishing of deep well turbine pump rated at 200 GPM with proper discharge piping, orifice plate and air-line; removal of steel casing, test screen and pumping equipment after completion of each test at a specified depth.

Price per ZONE \_\_\_\_\_ (\$ \_\_\_\_\_ )  
(Approximately 3 zones) DOLLARS

TOTAL \_\_\_\_\_ (\$ \_\_\_\_\_ )  
DOLLARS

**ITEM 2E: GEOPHYSICAL LOG OF TEST WELL BORING**

For performance of geophysical logging of test boring including electric (single point resistivity & self-potential) and gamma ray logging and plotting for entire submerged depth of hole.

LUMP SUM \_\_\_\_\_ (\$ \_\_\_\_\_ )  
DOLLARS

**ITEM 2F: DEVELOPMENT PUMPING ADJUSTMENT (ADD/DEDUCT)**

Price per hour for additional pumping necessary to reach specified water quality parameters beyond the 32 hours stipulated under Item 2D for the three test zones. Hourly price provided can also be applied as credit when development time to reach specified water quality parameters is less than the minimum requirements.

Price per HOUR \_\_\_\_\_ (\$ \_\_\_\_\_ )  
(Approximately 4 hours) DOLLARS

TOTAL \_\_\_\_\_ (\$ \_\_\_\_\_ )  
DOLLARS



**ITEM 3: TESTING**

Daily rate for operation of test pump, collection of water quality sample and delivery of samples to District selected lab within Nassau or Suffolk counties. District shall supply bottles and cover all lab costs.

Price per DAY \_\_\_\_\_ (\$ \_\_\_\_\_ )  
(Approximately 10 days) DOLLARS

TOTAL \_\_\_\_\_ (\$ \_\_\_\_\_ )  
DOLLARS

**ITEM 4: ADDITIONAL WORK ALLOWANCE**

Cash allowance for unforeseen conditions encountered during construction of testy boring.

FIXED PRICE Ten Thousand & 00/100 \_\_\_\_\_ ( \$10,000.00 )  
DOLLARS

**ITEM 5A: MOBILIZATION & DEMOBILIZATION FOR SUPPLY WELL CONSTRUCTION**

For furnishing the drilling rig and all miscellaneous equipment, tools etc., required to drill and operate one complete supply well where a hydrant is not available for test boring construction purposes; including moving and unloading equipment, establishment of area for rig set-up, set-up, maintenance and monitoring of supply well through construction, abandonment of well in accordance with NYSDEC requirements, moving from the site, final cleaning at the end of the job and all incidental work preparatory to and following supply well construction.

LUMP SUMP \_\_\_\_\_ (\$ \_\_\_\_\_ )  
DOLLARS

**ITEM 5B: SUPPLY WELL CONSTRUCTION**

Unit price per linear foot for construction of supply well where a hydrant is not available.

Price per foot \_\_\_\_\_ (\$ \_\_\_\_\_ )  
(Approximately 150 feet) DOLLARS

TOTAL \_\_\_\_\_ (\$ \_\_\_\_\_ )  
DOLLARS

TOTAL BID (Sum of All Items):

\_\_\_\_\_  
DOLLARS (\$ \_\_\_\_\_ )

SECTION 2: By submission of this bid, the contractor herein verifies the unit prices submitted herein under SECTION 2 shall be guaranteed for the periods specified below. Work that is authorized within a designated timeframe, however which may extend past the period ending date shall be eligible for reimbursement in accordance with the unit prices stipulated on date of notice to proceed from District up to completion of the task. The District shall utilize the below schedule in planning for future test and monitoring wells. Locations shall be as determined. By submission of bid, the contractor agrees to mobilization and commencement of work within sixty (60) days of the Notice to Proceed from District.

Item No.	Description	November 1, 2023 thru October 31, 2024
1A	Mobilization and demobilization for the construction of a test boring including all items specified.  <b>(Price per mobilization/demobilization)</b>	\$
2A	For construction of a groundwater test boring with minimum completed hole diameter of 12"Ø to a depth as directed by the District and in accordance with these specifications  <b>(Price per linear foot of boring constructed)</b>	\$
2C	For obtaining split spoon core sampling including screen or sieve analysis and graphing of all samples identified by District at a rate as directed by District and in accordance with these specifications.  <b>(Price per sample)</b>	\$
2D	For placing and removing test boring screen setting at depths specifically directed by the District including backfill, installation of clay seals, minimum 6"Ø steel casing with 20' of 6" wire-wound steel screen; gravel pack around the well screen, development (minimum 32 hours per test zone) to meet or exceed detailed water quality parameters; furnishing of deep well turbine pump rated at 200 GPM with proper discharge piping, orifice plate and air-line; removal of steel casing, test screen and pumping equipment after completion of each test at a specified depth.  <b>(Price per zone completed)</b>	\$
2E	For performance of geophysical logging of test boring including electric (single point resistivity & self-potential) and gamma ray logging and plotting for entire submerged depth of hole.  <b>(Price per set of tests completed)</b>	\$
2F	Price per hour for additional pumping necessary to reach specified water quality parameters beyond the 40 hours stipulated under Item 2D.  <b>(Price per hour)</b>	\$
4A	Daily rate for operation of test pump, collection of water quality sample and delivery of samples to District selected lab within Nassau or Suffolk counties. District shall supply bottles and cover all lab costs.  <b>(Price per day)</b>	\$

5A	For the Mobilization and demobilization of supply rig construction, maintenance and abandonment of a water supply well for use in construction of a test boring when fire hydrant not available for supply  <b>(Price per boring constructed and maintained)</b>	\$
5B	Unit price per linear foot for construction of supply well where a hydrant is not available.  <b>(Price per foot)</b>	\$

SECTION 3: Certification

BIDDER: \_\_\_\_\_

BIDDER'S ADDRESS: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

PHONE: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

FEDERAL I.D. NO.: \_\_\_\_\_

THE TOWN OF RIVERHEAD/RIVERHEAD WATER DISTRICT RESERVE THE RIGHT TO AWARD THIS CONTRACT BASED ON EITHER THE TOTAL BID OR ANY COMBINATION OF ITEMS WHATEVER IS DEEMED TO BE IN THE BEST INTEREST OF DISTRICT. THE TOWN/DISTRICT ALSO RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS

THE TOWN OF RIVERHEAD/RIVERHEAD WATER DISTRICT RESERVE THE RIGHT AFTER AWARD TO ELIMINATE OR NOT PROCEED WITH CERTAIN BID ITEMS IF DEEMED TO BE IN THE BEST INTEREST OF DISTRICT.

WITHIN TEN (10) DAYS (SUNDAYS AND LEGAL HOLIDAYS EXCEPTED) AFTER ACCEPTANCE OF THIS BID BY THE TOWN/DISTRICT, THE BIDDER SHALL EXECUTE THE CONTRACT. THE BIDDER SHALL FURNISH THE REQUIRED BONDS AND INSURANCES TO THE WATER DISTRICT'S ATTORNEY WITHIN THE SAME TIME FRAME.

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 CONTRACTOR SHALL COORDINATE ALL WORK WITH THE DISTRICT TO MINIMIZE DISTURBANCES TO DISTRICT OPERATIONS.

SPECIFIC BONDING NOTES:

The contractor shall provide the appropriate performance bonds as described in the Contract Section of these documents and in consideration of the following stipulations:

- The value of the Performance Bond provided to the Town District at the time of the submission of bids shall be in the amount of the total bid submitted under Section 1.

SPECIFIC CONSTRUCTION NOTES:

All costs associated with these items shall be included in the bid price for Item 2A under Section 1 or within the unit price for Item 2A under Section 2:

- All areas shall be restored to pre-existing conditions or better as judged by the District and Engineer.
- The clearing or trimming of trees is not permitted without prior District consent.
- Contractor shall be responsible to determine appropriate means of water supply required to properly construct well at locations shown.
- Contractor shall be responsible for the disposal of water used in development.
- Where private property is to be accessed, property owners shall be named as additionally insured and be provided endorsements of coverage by the Contractor.
- Contractor shall be responsible for securing appropriate permits from the NYSDEC.
- Final location of wells shall be approved by District and Engineer.
- If a working easement from or access to private property owner is necessary to complete the work, it is the responsibility of the Contractor to secure the permission to access private property and provide verification of permission from property owner to District and Engineer.

THE UNDERSIGNED HEREBY ALSO ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA, IF ANY:

ADDENDUM NO.	DATED
_____	_____
_____	_____
_____	_____

TELEPHONE NUMBER WHERE THE CONTRACTOR OR A COMPETENT REPRESENTATIVE CAN ACCEPT A TELEPHONE MESSAGE AND PROVIDE A REASONABLE REPLY AS SOON AS POSSIBLE, WITHIN 24 HOURS OF BEING CONTACTED.

OFFICE: (\_\_\_\_) \_\_\_\_\_ CELL: (\_\_\_\_) \_\_\_\_\_

E-MAIL: \_\_\_\_\_

**END OF SECTION 004117**

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

The Bidder hereby agrees to appear with its sureties at the office of the Town of Riverhead, Town Clerk's office within ten (10) days (Sundays and Legal Holidays excepted) 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 thirty (30) 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 General Conditions.

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 (Sundays and Legal Holidays excepted) after due notice from the Town Board that the contract has been awarded to it and is ready for signature, as given in accordance with the Information for Bidders and/or its failure to execute and deliver the bond for the full amount of the contract price, as provided in said Information for Bidders, the Bidder's check or bid bond which is herewith deposited with the Town Board shall (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: \_\_\_\_\_

\_\_\_\_\_

DATED AT: \_\_\_\_\_ THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

.

**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**

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 certifies that he/she has fully informed him or herself regarding the accuracy of the statements contained in this certification and, under 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) that attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signatory of this bid or proposal on behalf of the corporate bidder.

Resolve that \_\_\_\_\_ be authorized  
NAME OF CORPORATION

to sign and submit the bid or proposal of this corporation for the following project:

**TEST WELL PROGRAM PHASE II – RE-BID**

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 such 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: \_\_\_\_\_

RESPECTIVELY SUBMITTED:

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signed By: \_\_\_\_\_

Title: \_\_\_\_\_

**END OF SECTION 004519**

**SECTION 004546 - VENDOR RESPONSIBILITY QUESTIONNAIRE**



**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 OF RIVERHEAD 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-I 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-I, subparagraph (3) I hereby state the reasons why I must qualify this statement:

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I have been advised that pursuant to State Finance Law § 139-I 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

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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**

## TOWN OF RIVERHEAD / RIVERHEAD WATER DISTRICT

SUFFOLK COUNTY

NEW YORK

The District may make such investigation as the District 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 District all information and data required by the District, including complete financial data, within the time and in the form and manner required by the District. The District reserves the right to reject any bid if the evidence required by the District is not submitted as required or if the evidence submitted by or the investigation of any Bidder fails to satisfy the District 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 District, any bidder may be required to complete and submit the enclosed New York State Uniform Contracting 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: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_**Type of Work:** \_\_\_\_\_

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

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**

SECTION 005209 – CONTRACT

CONTRACT IN QUADRUPLICATE FOR Test Well Program – Phase II 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.

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.



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 (Weekends & Legal Holidays excepted) 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.

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.

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 FIVE HUNDRED DOLLARS (\$500.00) 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

## SECTION 005209 – CONTRACT

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. **FOR CONTRACT A – INSTALLATION OF MONITORING WELL ONLY:** 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

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

Automobile Public Liability and Property Damage Insurance

## SECTION 005209 – 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 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, H2M architects + engineers as engineer and any and all Owners of private property to which the intended work shall be performed) – 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 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

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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, H2M architects + engineers as ENGINEER and any and all owners of private property to which the intended work shall be performed. 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.

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

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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 of 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 (\$500.) 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.

### 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 suitably 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. **FOR CONTRACT A – INSTALLATION OF MONITORING WELL ONLY:** 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 District 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 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. FUEL SURCHARGES

The Town/District will not pay any type of fuel surcharge. Any fuel surcharges added will be deleted from any payments made to the vendor.

17. 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.

18. 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.

19. 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

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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 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.

### 20. 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.

### 21. PIGGYBACKING CLAUSE METHOD OF AWARD

The contract, if awarded, will be to the lowest responsive/responsible bidder(s) in part or in whole who meet(s) all the terms of the specifications. The TOWN DISTRICT guarantees no minimum or maximum purchases or contracts as a result of award of this bid. The TOWN DISTRICT reserves the right to allow all municipal and not for profit organizations authorized under the General Municipal Laws of the State of New York, to purchase any goods and/or services awarded as a result of this bid in accordance with the latest amendments to NYS GML 100 through 104. However, it is understood that the extension of such contracts are at the discretion of the vendor and the vendor is only bound to any contract between the TOWN DISTRICT and the vendor. Additionally, the TOWN DISTRICT reserves the right to purchase any goods or services included as a part of this bid from any means legally available to it, including cooperative and/or joint purchasing agreements with other Counties, Towns, Villages, Districts pursuant applicable provisions of the laws of New York State.

### 22. 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.

### 23. 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.

### 24. 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.



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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.

### 25. 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 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.

### 26. 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.

### 27. 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.

28. 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.

29. 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.

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.

30. 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.

31. 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.

32. 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

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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.

### 33. 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

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.

### 34. 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.

### 35. 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

## SECTION 005209 – CONTRACT

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.

### 36. 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;
- 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.

### 37. 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.

### 38. 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.

### 39. 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,

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then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

40. 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.

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

SECTION 005209 – CONTRACT

ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION

STATE OF NEW YORK     )  
  ) ss:  
COUNTY OF                 )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally came and appeared \_\_\_\_\_, to me known, who by me being duly sworn, did depose and say that he resides at \_\_\_\_\_ that he is the \_\_\_\_\_ of \_\_\_\_\_, the Corporation described in and which executed the foregoing instrument, that he knows the seal of said corporation, that one of the seals affixed to said instrument is such seal, that it was so affixed by order of the Directors of said Corporation, and that he signed his name thereto by like order.

\_\_\_\_\_  
NOTARY PUBLIC

ACKNOWLEDGMENT OF CONTRACTOR, IF A PARTNERSHIP

STATE OF NEW YORK     )  
  ) ss:  
COUNTY OF                 )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally came and appeared \_\_\_\_\_, to me known, and known to me to be one of the members of the firm of \_\_\_\_\_, described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same as and for the act and deed of said form.

\_\_\_\_\_  
NOTARY PUBLIC

**END OF SECTION 005209**

1. GENERAL CONDITIONS

The "General Conditions" are hereby made a part of these specifications and are attached herein.

Where any article of the General Conditions is supplemented hereby, the provisions of such article shall remain in effect. All the supplemental provisions shall be considered as added thereto. Where any such article is amended, voided or superseded thereby, the provisions of such article not so specifically amended, voided or superseded shall remain in effect.

Work, materials, plant, labor and other requirements of the General Conditions shall be furnished by the contractor. No direct payment shall be made for these General Conditions, and payment shall be deemed to be included in the Contract price or various items of the entire Contract.

2. CONTRACT DOCUMENTS

The Contract Documents include, but are not limited to, the General Conditions, General Specifications, Detailed Specifications, Plans, Proposal Form, Contract and other sections as either cited on the Index page(s) or actually included in the bound documents.

Each section of the Contract Documents is intended to be complementary to the other sections. It is intended that they include all items of labor and materials and everything required and necessary to complete the work, even though some items of work or materials may not be particularly mentioned in every section or may have been inadvertently omitted from the Drawings or Specifications or both.

3. APPROVAL OF SUBCONTRACTORS AND MATERIALS

Prior to commencing any work under this Contract, the contractor shall submit to the Engineer for approval a list of all the subcontractors and material suppliers it proposes to use for this Contract. No subcontractor or material supplier will be permitted to deliver materials or perform any work on this Contract until it has been approved by the Engineer.

4. INTERPRETATION OF DRAWINGS, ETC.

In the event of discrepancies between the Drawings and the Specifications, the following order shall be given preference when making interpretations:

- a. Addenda (later dates to take precedence over earlier dates).
- b. ~~Drawings (schedules or notes to take precedence over other data shown on Drawings).~~
- c. Technical Specifications
- d. General Specifications
- e. General Conditions

On all Plans, Drawings, etc., the figure dimensions shall govern in the case of discrepancy between the scales and figures.

The contractor shall take no advantage of any error or omission in the Plans, or of any discrepancy between the Plans and Specifications, and the Engineer shall make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the Specifications and of the Plans as construed by him, and his decision shall be final.

All work that may be called for in the Specifications and not shown on the Plans or shown on the Plans and not called for in the Specifications, shall be furnished and executed by the contractor as if designated in both. Should any work or material be required which is not denoted in the Plans and Specifications, either directly or indirectly, but which is, nevertheless, necessary for the proper carrying out of the intent thereof, it is understood and agreed that the same is implied and required, and that the contractor shall perform such work and furnish such materials as if they were completely delineated and described.

5. ADDITIONAL WORK

Additional work, if required to be performed under this Contract, will be in accordance with the applicable paragraphs of the Contract. The Engineer shall be the sole judge as to whether such work was intended as part of the Contract or is in addition thereto.

6. SAFETY PROVISIONS

The contractor shall take every precaution and shall provide such equipment and facilities as are necessary or required for the safety of its employees. In case of an accident, first aid shall be administered to any who may be injured in the progress of the work. In addition, the contractor shall also be prepared for the removal to the hospital for treatment of any employee either seriously injured or ill.

7. SANITARY REGULATIONS

In addition to compliance with the Occupational Safety and Health Act, the contractor shall erect and maintain necessary sanitary conveniences for the use of employees on the work. Such conveniences shall be properly secluded from observation, and their use shall be strictly enforced. Such sanitary conveniences shall be constructed in compliance with all laws, ordinances or regulations governing these facilities. The contents of same shall be removed with sufficient frequency to prevent nuisance and disposed of to the satisfaction of the Engineer.

The contractor shall obey and enforce such other sanitary regulations and orders and shall take such precautions against infectious diseases as may be deemed necessary. In case any infectious diseases occur among its employees, it shall arrange for the immediate removal of the patient from the work and his isolation from all persons connected with the work.

8. RESPONSIBILITY OF ENGINEER AND CONTRACTOR DURING CONSTRUCTION

By means of the on-site observations of the work in progress, the Engineer will endeavor to provide protection for the Owner against defects and deficiencies in the contractor's work, but the furnishing of such services shall not include construction review of the contractor's construction means, methods, techniques, sequences or procedures, or of any safety precautions and programs in connection with the work.

The contractor is responsible for complete conformance to the Plans and Specifications, proper construction procedures, coordination with subcontractors, other contractors and utilities, and safe working conditions for its employees.

9. LABOR

All contractors and subcontractors employed upon the work shall and will be required to conform to the Labor Laws of the State of New York and the various acts amendatory and supplementary thereto; and to all other laws, ordinances and legal requirements applicable thereto. All contractors and subcontractors shall submit original copies of certified payroll records for each period worked at the site. In addition, all contractors and subcontractors shall provide a completed Affidavit of Labor Form 220 and Riverhead Town Wage Disclaimer Form for each payroll week prior to issuance of any partial or final payment.

All labor shall be performed in the best and most workmanlike manner by mechanics skilled in their respective trades. The standards of the work required throughout shall be of such grade as will bring results of the first class only.

10. CLAIMS OR PROTESTS

If the contractor considers any work required of him to be outside the requirements of the Contract or considers any record or ruling of the Engineers or Inspectors as unfair, he shall ask for written instructions or decisions immediately, and then file a written protest with the Owner against the same within five days thereafter, or be considered as having accepted the record or ruling.



**11. NOTIFICATION, INTERFERENCE AND INJURY TO UTILITIES**

The contractor shall cooperate in every way with the utility companies. All excavation shall be done in compliance with Article 36 of the General Business Law and notices given as provided by GBL, Section 761.

All conduits, water mains and gas mains encountered in the construction shall be properly and safely taken care of by the contractor, who shall, upon encountering same, notify the public corporation to whom they belong, in order that they may be changed in such a manner as not to interfere with the final construction.

In case any damage shall result to any service pipe for water or gas, or any private or public sewer or conduit by reason of negligence on the part of the contractor, he shall, without delay and at his own expense, repair same to the satisfaction of the Engineer, and in case such repairs are not made promptly or satisfactorily, the Owner may have the repairs made by another contractor or otherwise, and deduct the cost of same from any monies due or to become due the contractor.

**12. INFRINGEMENT OF PATENTS**

The contractor further agrees to hold himself responsible for any claims made against the Owner for any infringement of patents by the use of patented articles in any one phase of construction of the work and the completion of same, or any process connected with the work agreed to be performed under this Contract, or of any materials used upon said work and to save harmless and indemnify the Owner from all costs, expenses and damages which the Owner shall be obliged to pay by reason of any infringement or patents used in the construction and completion of the work.

**13. DAMAGES**

All damage, direct or indirect, of whatever nature resulting from either the performance of, or resulting to the work under, this Contract during its progress from whatever cause, shall be borne and sustained by the contractor, and all work shall be solely at his risk until the date of the final payment request.

**14. GUARANTEE/WARRANTY**

This contractor shall guarantee and warrant his work and that of his subcontractors against defects in workmanship and/or materials for a period of one (1) year from the date of final payment request by the Engineer, except as otherwise specified. Upon written notification from the Engineer, the contractor shall repair, replace or reconstruct such defects to the satisfaction of the Engineer at no cost to the Owner.

**15. STANDARDIZATION**

The general items specified with the Technical Specifications indicate specific manufacturers and/or catalog numbers etc., for the purpose of standardization within the District in order to minimize the stockpiling of replacement parts.

**END OF SECTION 007305**



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

## **Introduction**

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

## **Responsibilities of the Department of Jurisdiction**

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

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

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

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

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

## **Hours**

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

There are very few exceptions to this rule. Complete information regarding these exceptions is available on the "Request for a dispensation to work overtime" form (PW30) and "4 Day / 10 Hour Work Schedule" form (PW 30.1).

## **Wages and Supplements**

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule form the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12240; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website [www.labor.ny.gov](http://www.labor.ny.gov).

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

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

## **Payrolls and Payroll Records**

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

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

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

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

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

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

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

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

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

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

### **Withholding of Payments**

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

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

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

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

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

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

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

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

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

## **Apprentices**

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

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

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12240 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested.

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

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

## **Interest and Penalties**

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

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

## **Debarment**

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

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

## **Criminal Sanctions**

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

## **Discrimination**

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

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

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

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

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

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

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

### **Workers' Compensation**

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

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

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

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

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

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

### **Unemployment Insurance**

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

### **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](http://www.labor.ny.gov). <https://labor.ny.gov/formsdocs/ui/1A999.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](mailto:dol.misclassified@labor.ny.gov) .

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

#### **Effective June 23, 2020**

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

(12.20)

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

## **Budget Policy & Reporting Manual**

# **B-610**

### **Public Work Enforcement Fund**

*effective date December 7, 2005*

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

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

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

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

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

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

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

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

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



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

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

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

Reports should contain the following information:

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

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

Department of Labor  
Administrative Finance Bureau-PWEF Unit  
Building 12, Room 464  
State Office Campus  
Albany, NY 12240

Any questions regarding billing should be directed to NYSDOL's Administrative Finance Bureau-PWEF Unit at (518) 457-3624 and any questions regarding Public Work Contracts should be directed to the Bureau of Public Work at (518) 457-5589.

Required Notice under Article 25-B of the Labor Law

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

**The law says that you are an employee unless:**

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

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

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

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

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

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

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

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

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

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

**Employer Name:**

IA 999 (09/16)

# Attention Employees

## THIS IS A: **PUBLIC WORK PROJECT**

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

Chapter 629 of  
the Labor Laws  
of 2007:

**These wages are set by law and must be posted  
at the work site. They can also be found at:  
[www.labor.ny.gov](http://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](http://www.comptroller.nyc.gov) – click on Bureau of Labor Law.

Contractor Name: \_\_\_\_\_

Project Location: \_\_\_\_\_

## Requirements for OSHA 10 Compliance

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

### The Bureau will enforce the statute as follows:

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

Proof of completion may include but is not limited to:

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

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

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

## WICKS

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

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

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

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

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

Contractors must pay subcontractors within a 7 days period.

(07.19)

## Introduction to the Prevailing Rate Schedule

### Information About Prevailing Rate Schedule

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

#### Classification

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

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

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

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

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

#### Payrolls and Payroll Records

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

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

#### Paid Holidays

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

#### Overtime

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

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

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

#### Supplemental Benefits

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

#### Effective Dates

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

#### Apprentice Training Ratios

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

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

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

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

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

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

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-932-2419	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4902
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

## Suffolk County General Construction

### Asbestos Worker

06/01/2022

**JOB DESCRIPTION** Asbestos Worker

**DISTRICT** 4

#### ENTIRE COUNTIES

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

#### WAGES

Per Hour: 07/01/2021

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

06/01/2022

**JOB DESCRIPTION** Boilermaker

**DISTRICT** 4

#### ENTIRE COUNTIES

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

#### WAGES

Per Hour: 07/01/2021

Boilermaker \$ 63.38  
Repairs & Renovations 63.38

#### SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2021

Boilermaker 32% of hourly  
Repair \$ Renovations Wage Paid  
+ \$ 25.38

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

Repairs & Renovation Includes replacement of parts and repairs & renovation of existing unit.

#### OVERTIME PAY

See (D, O) on OVERTIME PAGE

Repairs & Renovation see (B,E,Q)

#### HOLIDAY

Paid: See (8, 16, 23, 24) on HOLIDAY PAGE  
Overtime: See (5, 6, 8, 11, 12, 15, 16, 22, 23, 24, 25) on HOLIDAY PAGE

NOTE: \*Employee must work in pay week to receive Holiday Pay.

\*\*Employee gets 4 times the hourly wage rate for working Labor Day.

### REGISTERED APPRENTICES

Wage per hour:

(1/2) Year Terms at the following percentage of Boilermaker's Wage

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

Supplemental Benefits Per Hour:

Apprentice(s)	07/01/2021 32% of Hourly Wage Paid Plus Amount Below
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1st Term	\$ 19.41
2nd Term	20.26
3rd Term	21.11
4th Term	21.96
5th Term	22.82
6th Term	23.68
7th Term	24.52

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

4-5

### Carpenter

06/01/2022

**JOB DESCRIPTION** Carpenter

**DISTRICT** 8

### ENTIRE COUNTIES

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

### WAGES

Per hour: 07/01/2021

Piledriver	\$ 56.93
Dockbuilder	\$ 56.93

### SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 53.33
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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
\$23.37	\$28.97	\$37.35	\$45.74

Supplemental benefits per hour:

All Terms:	\$ 35.33
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8-1556 Db

### Carpenter

06/01/2022



**JOB DESCRIPTION** Carpenter

**DISTRICT** 8

**ENTIRE COUNTIES**

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

**WAGES**

Per hour: 07/01/2021

Carpet/Resilient

Floor Coverer \$ 54.75

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

**SUPPLEMENTAL BENEFITS**

Per hour: \$ 46.97

**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
\$ 24.55	\$ 27.55	\$ 31.80	\$ 39.68

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$ 16.19	\$ 17.69	\$ 21.29	\$ 23.29

8-2287

**Carpenter**

**06/01/2022**

**JOB DESCRIPTION** Carpenter

**DISTRICT** 8

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2021

Marine Construction:

Marine Diver \$ 71.80

Marine Tender 51.34

**SUPPLEMENTAL BENEFITS**

Per Hour:

Journeyworker \$ 53.33

**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	\$ 23.37
2nd year	28.97
3rd year	37.35
4th year	45.74

Supplemental Benefits  
Per Hour:

All terms \$ 35.33

8-1456MC

**Carpenter**

**06/01/2022**

**JOB DESCRIPTION** Carpenter

**DISTRICT 8**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour: 07/01/2021

Building

Millwright \$ 57.00

**SUPPLEMENTAL BENEFITS**

Per hour:

Millwright \$ 54.60

**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.
\$30.74	\$36.19	\$41.64	\$52.54

Supplemental benefits per hour:

One (1) year terms:

1st.	2nd.	3rd.	4th.
\$35.03	\$38.73	\$43.08	\$49.84

8-740.1

**Carpenter**

**06/01/2022**

**JOB DESCRIPTION** Carpenter

**DISTRICT 8**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour:

07/01/2021

Timberman

\$ 52.05

**SUPPLEMENTAL BENEFITS**

Per Hour:

07/01/2021

\$ 52.78

**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
\$21.42	\$26.53	\$34.18	\$41.84

Supplemental benefits per hour:

All terms \$ 35.06

8-1556 Tm

### Carpenter

06/01/2022

**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, Tompkins Corner, 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: 07/01/2021 10/18/2021

Core Drilling:

Driller \$ 41.74 \$ 42.27

Driller Helper 32.92 33.47

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 \$ 29.40 \$ 30.60

#### 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

06/01/2022

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

**DISTRICT** 4

#### ENTIRE COUNTIES

Nassau, Suffolk

#### WAGES

Per Hour: 07/01/2021

Carpenter  
(Building) \$ 50.16

Carpenter  
(Heavy Highway) \$ 50.16

"NOTE" ADD 15% to straight time hourly wage for NEW YORK STATE D.O.T. and other GOVERNMENTAL 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 \$ 33.58

## 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
\$ 23.87	\$ 28.02	\$ 30.10	\$ 32.18	\$ 36.34

Supplemental Benefits

Per Hour:

All Terms: \$ 18.40

4-Reg.Council Nass/Suff

## Electrician

06/01/2022

**JOB DESCRIPTION** Electrician

**DISTRICT** 4

## ENTIRE COUNTIES

Nassau, Suffolk

## WAGES

Per Hour: 07/01/2021

Electrician  
Electrical Maintenance \$ 44.54

Traffic Signal 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 + \$19.50

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:

07/01/2021

1st	3% + \$3.65
2nd	8% + \$4.19
3rd	9% + \$5.20
4th	10% + \$ 6.96
5th	11% + \$10.91
6th	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**

**06/01/2022**

**JOB DESCRIPTION** Electrician

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour: 07/01/2021

Tree Trimmer/Remover  
Line Clearance Specialist \$ 36.82

Groundman\* \$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: 07/01/2021

Tree Trimmer 20.50% of Hourly  
Line Clearance Specialist Wage Paid +  
and Groundman \$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**

**06/01/2022**

**JOB DESCRIPTION** Electrician

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour: 07/01/2021

Electrician/Wireman \$ 55.00  
HVAC Controls 55.00  
Fire Alarms 55.00

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2021

Electrician/Wireman 16% of Hourly  
(all categories) Wage Paid

+ \$ 30.86

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%

Indentured After 4/25/2020:

35%	35%	37.5%	40%	60%	75%
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Supplemental Benefits Per Hour:

07/01/2021

1st	3% + \$5.15
2nd	8% + \$6.32
3rd	9% + \$7.45
4th	10% + \$8.74
5th	13% + \$10.97
6th	14% + \$17.23

NOTE: Percentages are on "Hourly Wage Paid"

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

4-25

**Electrician**

**06/01/2022**

**JOB DESCRIPTION** Electrician

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour: 07/01/2021

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

<b>Electrician</b>	<b>06/01/2022</b>
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**JOB DESCRIPTION** Electrician

**DISTRICT** 4

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour:	07/01/2021
Telephone and Integrated 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
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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

<b>Electrician Lineman</b>	<b>06/01/2022</b>
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**JOB DESCRIPTION** Electrician Lineman

**DISTRICT** 4

**ENTIRE COUNTIES**

Nassau, Queens, Suffolk

**WAGES**

For Utility Distribution & Transmission Line Construction:		
Per Hour:	07/01/2021	4/03/2022
Lineman/Splicer	\$ 61.21	\$ 63.20
Material Man	53.25	54.98
Heavy Equip. Operator	48.97	50.56
Groundman	36.73	37.92
Flagman	27.54	28.44

For Natural Gasline Construction:

Per Hour:	
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:

	07/01/2021	4/03/2022
All Classifications	32.75% of Hourly Wage Paid + \$ 14.00	32.75% of Hourly Wage Paid + \$ 14.45

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

Natural Gasline Construction:

Per Hour: 07/01/2021

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: 07/01/2021 4/03/2022

All Terms	31.75% of Hourly Wage Paid + \$ 14.00	31.75% of Hourly Wage Paid + \$ 14.45
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4-1049 Line/Gas

### Elevator Constructor

06/01/2022

**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:

	07/01/2021	03/17/2022
Elevator Constructor	\$ 72.29	\$ 75.14
Modernization & Service/Repair	56.77	59.09

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

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 will be liable for overtime payments for work over the allotted hours per day listed.

### SUPPLEMENTAL BENEFITS

Per Hour:

Elevator Constructor	\$ 41.92	\$ 43.914
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Modernization & Service/Repairs 41.082 42.787

### 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, 2nd, 3rd Terms are based on Average wage of Constructor & Modernization.

Terms 4 thru 9 Based on Journeymans wage of classification Working in.

6 MONTH TERMS:

1st Term*	2nd & 3rd Term*	4th & 5th Term	6th & 7th Term	8th & 9th Term
50%	50%	55%	65%	75%

### SUPPLEMENTAL BENEFITS

Elevator Constructor

1st Term	\$ 0.00	\$ 0.00
2nd & 3rd Term	34.05	34.772
4th & 5th Term	34.91	35.606
6th & 7th Term	36.30	37.052
8th & 9th Term	37.70	38.497

Modernization & Service/Repair

1st Term	\$ 0.00	\$ 0.00
2nd & 3rd Term	34.00	34.672
4th & 5th Term	34.50	35.195
6th & 7th Term	35.83	36.571
8th & 9th Term	37.15	37.938

4-1

**Glazier**

**06/01/2022**

**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: 7/01/2021 11/01/2021

Glazier	\$ 58.60	\$ 59.10
*Scaffolding	59.55	60.55
Glass Tinting & Window Film	29.60	29.60
**Repair & Maintenance	29.60	29.60

\*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: 7/01/2021 11/01/2021

Journeyworker	\$ 36.04	\$ 36.79
Glass tinting & Window Film	21.19	21.19
Repair & Maintenance	21.19	21.19

### 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:

	7/01/2021	11/01/2021
1st term	\$ 20.72	\$ 21.00
2nd term	28.66	28.87
3rd term	34.67	34.94
4th term	46.62	47.01

Supplemental Benefits:

(Per hour)

1st term	\$ 16.58	\$ 16.80
2nd term	23.57	23.99
3rd term	26.09	26.57
4th term	30.91	31.52

8-1087 (DC9 NYC)

### Insulator - Heat & Frost

06/01/2022

**JOB DESCRIPTION** Insulator - Heat & Frost

**DISTRICT** 4

### ENTIRE COUNTIES

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

### WAGES

Per Hour: 07/01/2021 06/01/2022

Insulators		Additional
Heat & Frost	\$ 69.01	\$ 1.00/Hr

### SUPPLEMENTAL BENEFITS

Per Hour:

Insulators	\$ 35.16
Heat & Frost	

### OVERTIME PAY

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

\* Triple time for Labor Day (If worked)

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

### REGISTERED APPRENTICES

Wages:

1 year terms.

Wages Per Hour:

1st	2nd	3rd	4th
\$ 27.60	\$ 34.50	\$ 41.40	\$ 48.30

Supplemental Benefits:

\$ 14.06	\$ 17.58	\$ 21.09	\$ 24.61
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4-12

### Ironworker

06/01/2022

**JOB DESCRIPTION** Ironworker

**DISTRICT** 9

### ENTIRE COUNTIES

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

## WAGES

Per Hour: 07/01/2021

Ironworker Rigger \$ 67.99

Ironworker Stone  
Derrickman \$ 67.99

## SUPPLEMENTAL BENEFITS

Per hour: \$ 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
07/01/2021	\$33.55	\$47.94	\$53.34	\$58.74

Supplemental benefits:

Per hour:				
07/01/2021	\$21.18	\$31.45	\$31.45	\$31.45

9-197D/R

## Ironworker

06/01/2022

## JOB DESCRIPTION Ironworker

DISTRICT 4

## ENTIRE COUNTIES

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

## WAGES

Per Hour: 07/01/2021 01/01/2022

	07/01/2021	01/01/2022
Ornamental	\$ 46.15	\$ 46.40
Chain Link Fence	46.15	46.40
Guide Rail	46.15	46.40

## SUPPLEMENTAL BENEFITS

Per hour:	07/01/2021	01/01/2022
Journeyworker:	\$ 60.05	\$ 61.05

## 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 after 9/1/18:

1 year terms		
1st Term	\$ 20.63	\$21.13
2nd Term	24.22	24.77
3rd Term	27.80	28.40
4th Term	31.38	32.06

Supplemental Benefits per hour:

	07/01/2021	01/01/2022
1st Term	\$ 17.89	\$ 17.89
2nd Term	19.14	19.14
3rd Term	20.40	20.40
4th Term	21.66	21.66

4-580-Or

<b>Ironworker</b>	<b>06/01/2022</b>
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**JOB DESCRIPTION** Ironworker

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

PER HOUR:

07/01/2021	01/01/2022
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Ironworker:

Structural	\$ 54.20	\$ 54.95
Bridges		
Machinery		

**SUPPLEMENTAL BENEFITS**

PER HOUR PAID:

Journeyman	\$ 83.35	\$ 84.35
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**OVERTIME PAY**

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

\*NOTE: Benefits are calculated for every hour paid

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

**REGISTERED APPRENTICES**

WAGES PER HOUR:

6 month terms at the following rate:

1st	\$28.21	\$28.59
2nd	\$28.81	\$29.19
3rd - 6th	\$29.42	\$29.80

Supplemental Benefits

PER HOUR PAID:

All Terms	\$56.90	\$58.42
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4-40/361-Str

<b>Ironworker</b>	<b>06/01/2022</b>
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**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: 07/01/2021

Reinforcing & Metal Lathing	\$ 56.25
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"Base" Wage	\$ 54.70 plus \$ 1.55
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"Base" Wage is used to calculate overtime hours only.

**SUPPLEMENTAL BENEFITS**

Per hour:

Reinforcing & Metal Lathing	\$ 38.30
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**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 BENIFITS**

Per Hour:

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

4-46Reinf

# **Laborer - Building**

06/01/2022

**JOB DESCRIPTION** Laborer - Building

**DISTRICT** 4

# **ENTIRE COUNTIES**

Nassau, Suffolk

# **WAGES**

Per Hour: 07/01/2021

Building Laborer \$ 41.65

Asbestos Abatement Workers see tag NYDC(78)  
(Re-Roofing Removal see Roofer)

# **SUPPLEMENTAL BENEFITS**

Per Hour:

Building Laborer \$ 30.46

Asbestos Abatement Worker see tag NYDC(78)

# **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	\$ 18.00
2nd Term	22.10
3rd Term	27.27
4th Term	31.98

Benefits per hour

1st Term	\$ 21.00
2nd Term	22.94
3rd Term	22.94
4th Term	22.94

4-66

**Laborer - Building**

**06/01/2022**

**JOB DESCRIPTION** Laborer - Building

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2021 09/01/2021

Asbestos, Lead and Hazardous Material Abatement Laborer (Re-Roofing Removal See Roofer)	\$ 38.05	\$ 38.05
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**SUPPLEMENTAL BENEFITS**

Per Hour:

Laborer	\$ 17.75	\$ 19.10
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**OVERTIME PAY**

See (B, B2, I) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (5, 6, 8, 28) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

1000 hour terms at the following;

Per Hour: 07/01/2021

1st term	\$ 20.00
2nd Term	21.00
3rd Term	24.00
4th Term	26.00

**SUPPLEMENTAL BENEFIT**

Per Hour:

ALL TERMS	\$ 14.25
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4-NYDC(78)

**Laborer - Heavy&Highway**

**06/01/2022**

**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:**

07/01/2021

GROUP # 1	
Total Wage Paid	\$ 56.72
"Base Wage"	48.56

GROUP # 2	
Total Wage Paid	\$ 55.25

"Base Wage" 47.09

GROUP # 3

Total Wage Paid \$ 50.78

"Base Wage" 42.62

NOTE: "Base Wage" for Premium/Overtime calculation Only. \$8.16 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 \$ 33.89

After Forty (40) paid hours in a work week

OVERTIME PAY 21.24

**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: \$42.62 X Time and One Half = \$63.93 + \$8.16 = \$72.09

**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 \$ 33.89

After Forty(40) paid hours in a work Week

21.24

4-1298

**Mason**

**06/01/2022**

**JOB DESCRIPTION** Mason

**DISTRICT** 4

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2021

Brick/Block Layer \$ 63.94

Base Wage for OT Calculation 53.65

**SUPPLEMENTAL BENEFITS**

Per Hour:

Brick/Block Layer \$ 29.55

**OVERTIME PAY**

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

Note: OT Calculated on Base Wage plus \$ 10.29/hr.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

## REGISTERED APPRENTICES

(800 hour) Terms at the following Percentage of Journey workers "Base Wage" plus \$ 6.39/hr.:

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

Supplemental Benefits per hour:

All Apprentices \$ 20.70

4-1Brk

### Mason - Building

06/01/2022

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 9

### ENTIRE COUNTIES

Nassau, Rockland, Suffolk, Westchester

### WAGES

Per hour:	07/01/2021	12/06/2021	06/06/2022 Additional
Tile Setters	\$ 61.07	\$ 61.44	\$ 0.72

### SUPPLEMENTAL BENEFITS

Per Hour:	\$ 24.91*	\$ 25.01*
	+ \$10.01	+ \$10.02

\* 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
07/01/2021	\$20.84	\$25.66	\$32.68	\$37.50	\$40.99	\$44.30	\$47.82	\$52.63	\$55.35	\$59.34

Supplemental Benefits per hour:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$12.55*	\$12.55*	\$15.16*	\$15.16*	\$16.16*	\$17.66*	\$18.66*	\$18.66*	\$16.66*	\$21.91*
+\$ .66	+\$ .71	+\$ .81	+\$ .85	+\$ 1.23	+\$ 1.28	+\$ 1.63	+\$ 1.68	+\$ 5.83	+\$ 6.32

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

9-7/52A

### Mason - Building

06/01/2022

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 9

### ENTIRE COUNTIES

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

### WAGES

Building	07/01/2021	01/01/2022
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Wages per hour:



Mosaic & Terrazzo Mechanic	\$ 58.46	\$ 59.21
Mosaic & Terrazzo Finisher	\$ 56.86	\$ 57.60
<b>SUPPLEMENTAL BENEFITS</b>		
Per hour:		
Mosaic & Terrazzo Mechanic	\$ 26.11* + \$11.73	\$ 26.21* + \$11.73
Mosaic & Terrazzo Finisher	\$ 26.11* + \$11.71	\$ 26.21* + \$11.72

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

#### OVERTIME PAY

See (A, E, Q) on OVERTIME PAGE

07/01/2021-Deduct \$6.80 from hourly wages before calculating overtime.

01/01/2022- Deduct \$7.00 from hourly wages before calculating overtime.

#### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

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

#### REGISTERED APPRENTICES

Wages per hour:

(750 Hour) terms at the following wage rate.

	1st	2nd	3rd	4th	5th	6th	7th	8th
07/01/2021	\$ 25.82	\$ 28.40	\$ 31.00	\$ 33.58	\$ 36.16	\$ 38.74	\$ 43.91	\$ 49.08
01/01/2022	\$ 26.09	\$ 28.71	\$ 31.32	\$ 33.94	\$ 36.55	\$ 39.15	\$ 44.38	\$ 49.60

Supplemental benefits per hour:

07/01/2021	\$13.06* +\$9.27	\$14.37* +\$10.19	\$15.67* +\$11.12	\$16.98* +\$12.04	\$18.28* +\$12.97	\$19.59* +\$13.90	\$22.20* +\$15.75	\$24.81* +\$17.60
01/01/2022	\$13.11* +\$9.37	\$14.42* +\$10.30	\$15.73* +\$11.24	\$17.04* +\$12.17	\$18.35* +\$13.11	\$19.66* +\$14.05	\$22.28* +\$15.92	\$24.90* +\$17.79

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
07/01/2021	\$ 22.63	\$ 29.10	\$ 31.00	\$ 36.16	\$ 41.32	\$ 46.48
01/01/2022	\$ 22.82	\$ 29.34	\$ 31.32	\$ 36.55	\$ 41.77	\$ 46.99

Supplemental Benefits per hour:

07/01/2021	\$4.59* +\$6.49	\$5.90* +\$8.34	\$15.67* +\$11.12	\$18.28* +\$12.97	\$20.89* +\$14.83	\$23.50* +\$16.67
01/01/2022	\$4.62* +\$6.56	\$5.94* +\$8.43	\$15.73* +\$11.24	\$18.35* +\$13.11	\$20.97* +\$14.99	\$23.59* +\$16.85

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

9-7/3

<b>Mason - Building</b>	<b>06/01/2022</b>
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**JOB DESCRIPTION** Mason - Building **DISTRICT 9**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour:	07/01/2021	01/01/2022
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Building-Marble Restoration: Marble, Stone & Terrazzo Polisher, etc	\$ 46.16	\$ 46.60
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**SUPPLEMENTAL BENEFITS**

Per Hour:  
Journeyworker:

Building-Marble Restoration: Marble, Stone & Polisher	\$ 29.11	\$ 29.77
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**OVERTIME PAY**

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

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE  
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
07/01/2021	\$32.28	\$36.91	\$41.51	\$46.16
01/01/2022	\$32.61	\$37.28	\$41.94	\$46.60

Supplemental Benefits Per Hour:

07/01/2021	\$26.47	\$27.34	\$28.29	\$29.11
01/01/2022	\$27.07	\$27.97	\$28.87	\$29.77

9-7/24-MP

<b>Mason - Building</b>	<b>06/01/2022</b>
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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:	07/01/2021	01/03/2022
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Marble Cutters & Setters	\$ 61.73	\$ 62.17
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**SUPPLEMENTAL BENEFITS**

Per Hour:

Journeyworker	\$ 37.76	\$ 38.27
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**OVERTIME PAY**

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

## HOLIDAY

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

## REGISTERED APPRENTICES

Wage Per Hour:

750 hour terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6751	6751-7500
07/01/2021 \$ 24.70	\$ 27.77	\$ 30.87	\$ 33.94	\$ 37.03	\$ 40.11	\$ 43.20	\$ 46.29	\$ 52.46	\$ 58.64
01/03/2022 \$ 24.88	\$ 27.97	\$ 31.08	\$ 34.17	\$ 37.29	\$ 40.39	\$ 43.51	\$ 46.61	\$ 52.82	\$ 59.05

Supplemental Benefits per hour:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
07/01/2021 \$ 20.01	\$ 21.43	\$ 22.83	\$ 24.25	\$ 25.65	\$ 27.07	\$ 28.47	\$ 29.88	\$ 32.70	\$ 35.51
01/03/2022 \$ 20.55	\$ 22.04	\$ 23.52	\$ 25.01	\$ 26.47	\$ 27.96	\$ 29.42	\$ 30.91	\$ 33.86	\$ 36.81 9-7/4

## Mason - Building 06/01/2022

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 9

### ENTIRE COUNTIES

Nassau, Rockland, Suffolk, Westchester

### WAGES

Per hour:	07/01/2021	12/06/2021	06/06/2022
Tile Finisher	\$ 46.89	\$ 47.18	Additional \$ 0.58

### SUPPLEMENTAL BENEFITS

Per Hour:	\$ 21.91* + \$9.84	\$ 22.01* + \$9.84
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\*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 06/01/2022

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 9

### ENTIRE COUNTIES

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

### WAGES

Per hour:	07/01/2021	01/01/2022
Marble, Stone, etc. Maintenance Finishers:	\$ 26.73	\$ 27.01

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:	\$ 14.00	\$ 14.40
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### OVERTIME PAY

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

\*Double hourly rate after 8 hours on Saturday

### HOLIDAY

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

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

1st term apprentice gets paid for all observed holidays.

### REGISTERED APPRENTICES

WAGES per hour:

	07/01/2021	01/01/2022
0-750	\$21.37	\$21.67
751-1500	\$22.09	\$22.38
1501-2250	\$22.81	\$23.10
2251-3000	\$23.52	\$23.80
3001-3750	\$24.61	\$24.87
3751-4500	\$26.04	\$26.29
4501+	\$26.73	\$27.01

Supplemental Benefits:

Per hour:

0-750	\$ 11.24	\$11.52
751-1500	\$ 11.60	\$11.90
1501-2250	\$ 11.97	\$12.29
2251-3000	\$ 12.35	\$12.67
3001-3750	\$ 12.84	\$13.25
3751-4500	\$ 13.63	\$14.01
4501+	\$ 14.00	\$14.40

9-7/24M-MF

### Mason - Building / Heavy&Highway

06/01/2022

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

**DISTRICT** 9

### ENTIRE COUNTIES

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

### WAGES

Per hour: 07/01/2021 01/03/2022

Marble-Finisher	\$ 48.87	\$ 48.97
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### SUPPLEMENTAL BENEFITS

Journeyworker:  
per hour

Marble- Finisher	\$ 35.25	\$ 35.76
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### 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

06/01/2022

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

**DISTRICT** 4

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2021  
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**

**06/01/2022**

**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: 07/01/2021

Stone Setter \$ 68.23  
Base Rate \$52.06

Stone Tender \$ 50.64  
Base Rate \$43.49

**SUPPLEMENTAL BENEFITS**

Per Hour:

Stone Setter \$ 36.75

Stone Tender \$ 20.70

**OVERTIME PAY**

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

Base Rates are use to Calculate Overtime Premiums then adding in:  
\$16.22/Hr. for Stone Setter and \$7.15/Hr. for Stone Tender

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

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

**HOLIDAY**

Paid: See (\*18) on HOLIDAY PAGE  
Overtime: See (5, 6, 10) on HOLIDAY PAGE  
Paid: \*Must work first 1/2.

## REGISTERED APPRENTICES

Per Hour:

Stone Setter(800 hour) terms at the following Percentage of Stone Setters Base wage rate per hour plus \$7.69:

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

Supplemental Benefits:

All Apprentices \$ 23.25

4-1Stn

### Mason - Heavy&Highway

06/01/2022

**JOB DESCRIPTION** Mason - Heavy&Highway

**DISTRICT** 4

#### ENTIRE COUNTIES

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

#### WAGES

Per Hour: 07/01/2021 07/01/2022  
Additional  
\$ 2.25

Pointer, Caulkers & Cleaners \$ 57.03

#### SUPPLEMENTAL BENEFITS

Per Hour:

Pointer, Cleaners & Caulkers \$ 30.31

#### OVERTIME PAY

See (B, E2, H) on OVERTIME PAGE

#### HOLIDAY

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

## REGISTERED APPRENTICES

Wages per hour:

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

1st	2nd	3rd	4th
\$ 28.92	\$ 32.58	\$ 37.63	\$ 45.44

Apprentices Supplemental Benefits:  
(per hour paid)

\$ 15.11	\$ 19.66	\$ 23.41	\$ 24.41
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4-1PCC

### Operating Engineer - Building

06/01/2022

**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 Screed, Loading Machine (Bucket/CAP 10yds 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.

	07/01/2021	6/01/2022 Additional
Class "AA"	\$ 84.13	\$ 3.50
Cranes: Boom length over 100 feet add \$ 1.00		
" " " 150 " " \$ 1.50 " "		
" " " 250 " " \$ 2.00 " "		
" " " 350 " " \$ 3.00 " "		
Class "A"	70.09	3.10
Add \$3.50 for Hazardous Waste Work		
Class "B"	66.53	2.99
Add \$2.50 for Hazardous Waste Work		
Class "C"	64.17	2.93
Add \$1.50 for Hazardous Waste Work		
Class "D"	48.77	2.50
Add \$1.00 for Hazardous Waste Work		
Class "E"	46.67	2.44

**SUPPLEMENTAL BENEFITS**

Per Hour:

All Classes	\$ 39.30
Overtime Rate	35.10

**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
2nd Term	29.00
3rd Term	30.00

Supplemental Benefits per hour:

All Apprentices	\$ 15.64
Overtime Rate	5.60

4-138

<b>Operating Engineer - Building / Heavy&amp;Highway</b>	<b>06/01/2022</b>
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**JOB DESCRIPTION** Operating Engineer - Building / Heavy&Highway

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour:	07/01/2021	08/01/2021
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Well Driller	\$ 39.30	\$ 39.45
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Well Driller Helper	34.17	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:	07/01/2021	08/01/2021
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Well Driller & Helper	10% of straight time rate plus \$ 12.50	10% of straight time rate plus \$ 13.50
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Additional \$ 4.25/Hr. for Premium Time Hours Worked

**OVERTIME PAY**

See (B2, P, S) on OVERTIME PAGE

**HOLIDAY**

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

**REGISTERED APPRENTICES**

Apprentices at 12 Month Terms

Wages Per Hour:	07/01/2021	08/01/2021
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1st Term	\$ 28.00	\$ 28.00
2nd Term	29.00	29.00
3rd Term	30.00	30.00

**SUPPLEMENTAL BENEFITS**

Per Hour:

1st Term	10% of Wage + \$ 13.50
2nd Term	10% of Wage + \$ 13.50
3rd Term	10% of Wage + \$ 13.50

Additional \$4.25/Hr. for premium time hours worked.

4-138well

<b>Operating Engineer - Heavy&amp;Highway</b>	<b>06/01/2022</b>
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**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), Stripping Machine (long line/truck mounted), Tree Grapple, Tank Work, Track Alignment Machine.

**CLASS "B":**

Backhoe (other than 360), Belt Screte, Boom Truck, Bulldozer, Boring Machine/Auger, Cherry Picker (under 70 tons), Conveter-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).

	07/01/2021	6/01/2022 Additional
Class "AA"	\$ 83.36	\$ 3.48
Cranes: Boom Length over 100 feet add \$ 1.00 per hour		
" " " 150 " " \$ 1.50 " "		
" " " 250 " " \$ 2.00 " "		
" " " 350 " " \$ 3.00 " "		
Class "A"	73.89*	3.22
*Add \$3.50 for Hazardous Waste Work.		
Class "B"	69.10*	3.07
*Add \$2.50 for Hazardous Waste Work.		
Class "C"	66.66*	3.01
*Add \$1.50 for Hazardous Waste Work		
Class "D"	50.88*	2.56
*Add \$1.00 for Hazardous Waste Work		
Class "E"	48.74	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 \$ 39.55

Note: OVERTIME AMOUNT 34.60

**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:

1st Term \$ 28.00

2nd Term 29.00

3rd Term 30.00

**SUPPLEMENTAL BENEFITS:**

APPRENTICES 15.64

Note: Overtime Amount 5.60

4-138

**Operating Engineer - Heavy&Highway**

**06/01/2022**

**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: 07/01/2021

Heavy Highway/Building

Party Chief \$ 74.54

Instrument Man 56.52

Rodman 48.28

**SUPPLEMENTAL BENEFITS**

Per Hour:

Heavy Highway/Building \$ 36.60

Premium\*:

Heavy Highway/Building \$ 45.67

Premium\*\*:

Heavy Highway/Building \$ 54.75

\* 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, 7, 11, 16) on HOLIDAY PAGE

Overtime: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

4-15D-N/S co.

**Operating Engineer - Marine Dredging**

**06/01/2022**

**JOB DESCRIPTION** Operating Engineer - Marine Dredging

**DISTRICT 4**

**ENTIRE COUNTIES**

Albany, Bronx, Cayuga, Clinton, Columbia, Dutchess, Essex, Franklin, Greene, Jefferson, Kings, Monroe, Nassau, New York, Orange, Oswego, Putnam, Queens, Rensselaer, Richmond, Rockland, St. Lawrence, Suffolk, Ulster, Washington, Wayne, Westchester

**WAGES**

These wages do not apply to Operating Engineers on land based construction projects. For those projects, please see the Operating Engineer Heavy/Highway Rates. The wage rates below for all equipment and operators are only for marine dredging work in navigable waters found in the counties listed above.

Per Hour:	07/01/2021	10/01/2021
CLASS A1 Deck Captain, Leverman Mechanical Dredge Operator Licensed Tug Operator 1000HP or more.	\$ 41.42	\$ 41.42
CLASS A2 Crane Operator (360 swing)	36.91	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	35.82	35.82
CLASS B2 Certified Welder	33.72	33.72
CLASS C1 Drag Barge Operator, Steward, Mate, Assistant Fill Placer	32.80	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

All Classes A & B	07/01/2021 \$11.98 plus 8% of straight time wage, Overtime hours add \$ 0.63	10/01/2021 \$11.98 plus 8% of straight time wage, Overtime hours add \$ 0.63
All Class C	\$11.68 plus 8% 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	\$11.38 plus 8%	11.38 plus 8%

of straight time  
wage, Overtime hours  
add \$ 0.33

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**

**06/01/2022**

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

**DISTRICT** 9

# **ENTIRE COUNTIES**

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

# **PARTIAL COUNTIES**

Dutchess: That part in Dutchess County lying South of the North City line of Poughkeepsie.

# **WAGES**

Feasibility and preliminary design surveying, any line and grade surveying for inspection or supervision of construction.

Per hour: 07/01/2021  
Survey Classifications

Party Chief \$ 45.83  
Instrument Man 38.17  
Rodman 33.34

# **SUPPLEMENTAL BENEFITS**

Per Hour:

All Crew Members: \$ 20.60

# **OVERTIME PAY**

OVERTIME:.... See ( B, E\*, Q, V ) ON OVERTIME PAGE.

\*Doubletime paid on the 9th hour on Saturday.

# **HOLIDAY**

Paid: See (5, 6, 7, 11, 16) on HOLIDAY PAGE  
Overtime: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

9-15dconsult

## **Operating Engineer - Trenchless Pipe Rehab**

**06/01/2022**

**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: 07/01/2021  
(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

06/01/2022

#### JOB DESCRIPTION Painter

DISTRICT 8

#### ENTIRE COUNTIES

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

#### WAGES

Per hour: 07/01/2021

Brush \$ 50.30\*

Abatement/Removal of lead based  
or lead containing paint on  
materials to be repainted. 50.30\*

Spray & Scaffold \$ 53.30\*

Fire Escape 53.30\*

Decorator 53.30\*

Paperhanger/Wall Coverer 52.93\*

\*Subtract \$ 0.10 to calculate premium rate.

#### SUPPLEMENTAL BENEFITS

Per hour: 07/01/2021

Paperhanger \$ 31.83

All others 29.81

Premium 33.40\*\*

\*\*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: 07/01/2021

Appr 1st term... \$ 19.56\*

Appr 2nd term... 25.12\*

Appr 3rd term... 30.42\*

Appr 4th term... 40.65\*

\*Subtract \$ 0.10 to calculate premium rate.

Supplemental benefits:

Per Hour: 07/01/2021

Appr 1st term... \$ 14.72

Appr 2nd term... 18.23

Appr 3rd term... 21.06

Appr 4th term... 26.67

8-NYDC9-B/S

### Painter

06/01/2022

#### 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 HAVen, Harbour Acres.

### WAGES

Per hour: 07/01/2021  
Drywall Taper \$ 50.30\*

\*Subtract \$ 0.10 to calculate premium rate.

### SUPPLEMENTAL BENEFITS

Per hour: 07/01/2021  
Journeyman \$ 29.81

### 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: 07/01/2021

1500 hour terms at the following wage rate:

1st term	\$ 19.56*
2nd term	25.12*
3rd term	30.42*
4th term	40.65*

\*Subtract \$ 0.10 to calculate premium rate.

Supplemental Benefits - Per hour:

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

1st year	\$ 14.72
2nd year	18.23
3rd year	21.06
4th year	26.67

8-NYDCT9-DWT

### Painter - Bridge & Structural Steel

06/01/2022

**JOB DESCRIPTION** Painter - Bridge & Structural Steel

**DISTRICT** 8

### ENTIRE COUNTIES

Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

### WAGES

Per Hour:

STEEL:

Bridge Painting:	07/01/2021	10/01/2021
	\$ 51.50	\$ 53.00
	+ 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:	07/01/2021	10/01/2021
	\$ 10.90	\$ 10.90
	+ 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	07/01/2021	10/01/2021
1st year	\$ 20.60	\$ 21.20
	+ 3.45*	+ 3.86*
2nd year	\$ 30.90	\$ 31.80
	+ 5.18*	+ 5.78*
3rd year	\$ 41.20	\$ 42.40
	+ 6.90*	+ 7.70*
Supplemental Benefits - Per hour:		
1st year	\$ .25	\$ .25
	+ 12.00*	+ 12.24*
2nd year	\$ 10.90	\$ 10.90
	+ 18.00*	+ 18.36*
3rd year	\$ 10.20	\$ 10.90
	+ 24.00*	+ 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

06/01/2022

**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):	07/01/2021	07/01/2022
Striping-Machine Operator*	\$ 30.32	\$ 31.53
Linerman Thermoplastic	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:	07/01/2021	07/01/2022
Journeyworker:		
Striping Machine Operator:	\$ 10.03	\$ 10.03
Linerman Thermoplastic:	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:

	07/01/2021	12/31/2021	07/01/2022
1st Term*:	\$ 15.00	\$ 15.00	\$ 15.00
1st Term**:	14.00	15.00	15.00
1st Term***:	12.50	13.20	13.20
2nd Term:	18.19	18.19	18.92
3rd Term:	24.26	24.26	25.22

\*Bronx, Kings, New York, Queens, Richmond, and Suffolk counties

\*\*Nassau and Westchester counties

\*\*\*All other counties

Supplemental Benefits per hour:

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

8-1456-LS

#### Painter - Metal Polisher

06/01/2022

**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

	07/01/2021
Metal Polisher	\$ 37.13
Metal Polisher*	38.23
Metal Polisher**	41.13

\*Note: Applies on New Construction & complete renovation

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

#### SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2021

Journeyworker:	
All classification	\$ 10.64

#### 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:

07/01/2021

1st year	\$ 16.00
2nd year	17.00
3rd year	18.00

1st year*	\$ 16.39
2nd year*	17.44
3rd year*	18.54

1st year**	\$ 18.50
2nd year**	19.50
3rd year**	20.50

\*Note: Applies on New Construction & complete renovation

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

Supplemental benefits:

Per hour:

1st year	\$ 7.39
2nd year	7.39
3rd year	7.39

8-8A/28A-MP

## Plasterer

06/01/2022

**JOB DESCRIPTION** Plasterer

**DISTRICT** 9

## ENTIRE COUNTIES

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

## WAGES

Per hour:

	07/01/2021	08/01/2021
Building:		
Plasterer/Traditional & Spraying Fireproofing	\$ 50.73*	\$ 51.00*

## SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 22.37	\$ 23.15
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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:

	07/01/2021	08/01/2021
1st term	\$ 28.04	\$ 28.19
2nd term	30.59	30.59
3rd term	35.69	35.88
4th term	38.23	38.43

Supplemental Benefits:

(per hour):

(800) hours term:

	07/01/2021	08/01/2021
1st term	\$ 14.27	\$ 14.70
2nd term	15.14	15.60
3rd term	16.89	17.43
4th term	17.76	18.35

9-262

<b>Plumber</b>	<b>06/01/2022</b>
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**JOB DESCRIPTION** Plumber

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour: 07/01/2021 05/01/2022

Plumber/  
PUMP & TANK \$ 45.74 \$ 46.49

**SUPPLEMENTAL BENEFITS**

Per Hour:

Plumber \$ 31.89 \$ 33.64

**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 Journeyman's wage:

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

Supplemental Benefits Per Hour:

1st Term	\$ 19.97	\$ 21.72
2nd Term	20.61	22.36
3rd Term	21.43	23.43
4th Term	21.81	23.56
5th Term	25.04	26.79

4-200 Pump & Tank

<b>Plumber</b>	<b>06/01/2022</b>
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**JOB DESCRIPTION** Plumber

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour: 07/01/2021 11/01/2021

Plumber \$ 54.88 \$ 55.48

**SUPPLEMENTAL BENEFITS**

Per Hour:

Plumber \$ 46.53 \$ 46.93

**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:

	07/01/2021	11/01/2021
1st Term	\$ 33.01	\$ 33.41
2nd Term	35.32	35.72
3rd Term	36.69	37.09
4th Term	38.18	38.58
5th Term	39.76	40.16

4-200

## Plumber

06/01/2022

**JOB DESCRIPTION** Plumber

**DISTRICT** 4

## ENTIRE COUNTIES

Nassau, Suffolk

## WAGES

Per Hour:

07/01/2021

Plumber

MAINTENANCE ONLY

\$ 35.05

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

## SUPPLEMENTAL BENEFITS

Per Hour:

Plumber

Maintenance

\$ 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

06/01/2022

**JOB DESCRIPTION** Roofer

**DISTRICT** 4

## ENTIRE COUNTIES

Nassau, Suffolk

## WAGES

Per Hour

07/01/2021

05/01/2022

ROOFER/Waterproofeer

Total Wage  
to be Paid

\$ 51.25

\$ 52.75

"Base" Wage

45.25\*\*

46.75\*\*

## SUPPLEMENTAL BENEFITS

Per Hour:

ROOFER/Waterproofeer

\$ 34.36

\$ 34.86

## 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 \$6.00.  
(Example: \$45.25 x time and one half = \$67.87 + \$6.00 = \$73.87)

#### HOLIDAY

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (5, 6, 13, \*16, \*\*25) on HOLIDAY PAGE  
Note: Time and One Half the Hourly Base Rate + \$6.00 if worked.

#### REGISTERED APPRENTICES

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

1st	2nd	3rd	4th
40%	50%	70%	80% + \$4.50/Hr.

Supplemental Benefits per hour:

	07/01/2021	05/01/2022
1st Term	\$ 9.68	\$ 9.94
2nd Term	11.96	12.26
3rd Term	24.22	24.60
4th Term	27.60	28.02

4-154

#### Sheetmetal Worker

06/01/2022

**JOB DESCRIPTION** Sheetmetal Worker

**DISTRICT** 4

#### ENTIRE COUNTIES

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

#### WAGES

Per Hour:	07/01/2021	8/01/2021
Sign Erector	\$ 52.29	\$ 53.97

NOTE: Structurally Supported Overhead Highway Signs(See STRUCTURAL IRON WORKER CLASS)

#### SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2021	8/01/2021
Sign Erector	\$ 51.26	\$ 53.15

#### 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:

07/01/2021	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

8/01/2021

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

4-137-SE

#### Sheetmetal Worker

06/01/2022

**JOB DESCRIPTION** Sheetmetal Worker

**DISTRICT** 4

#### ENTIRE COUNTIES

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

## WAGES

Per Hour:	07/01/2021	08/01/2021
Sheetmetal Worker	\$ 57.61	\$ 57.60
Temporary Operation or Maintenance of Fans	47.33	47.33

## SUPPLEMENTAL BENEFITS

Per Hour:		
Sheetmetal Worker	\$ 48.90	\$ 49.24
Maintenance Worker	48.90	49.24

## 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	\$ 20.20	\$ 20.19
3rd & 4th Term	25.96	25.96
5th & 6th Term	31.72	31.71
7th & 8th Term	40.37	40.37
9th Term	46.11	46.10

Per Hour: Supplemental Benifits

1st & 2nd Term	\$ 17.98	\$ 18.10
3rd & 4th Term	24.64	24.79
5th & 6th Term	29.06	29.25
7th & 8th Term	35.66	35.90
9th Term	40.10	40.37

4-28

## Steamfitter

06/01/2022

**JOB DESCRIPTION** Steamfitter

**DISTRICT** 4

## ENTIRE COUNTIES

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

## WAGES

Per Hour:	07/01/2021
AC Service/Heat Service	\$ 42.85

Refrigeration, A/C, Oil Burner and Stoker Service and Repair.  
Refrigeration Compressor installation. (Not to exceed 5 Hp combined on any one project).  
Air Condition / Heating Compressor installation.(Not to exceed 15 tons combined on any one project).

## SUPPLEMENTAL BENEFITS

Per Hour

AC Service/Heat Service	\$ 19.46
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## 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	\$ 12.99
2nd Term	14.24
3rd Term	15.53
4th Term	17.29

4-638B-StmFtrRef

**Steamfitter**

**06/01/2022**

**JOB DESCRIPTION** Steamfitter

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2021

Sprinkler/Steam \$ 66.11  
AC/Heat Fitter

Temporary 50.26  
Heat & AC  
Fitter

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

**SUPPLEMENTAL BENEFITS**

Per Hour:

Sprinkler/Steam \$ 51.24  
Fitter

Temporary 42.09  
Heat & AC  
Fitter

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 \$ 132.22	Benefit \$ 100.50
Temp Heat/AC	Wages \$ 100.52	Benefit \$ 82.20

**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	2nd Term	3rd Term	4th Term	5th Term
\$ 26.48	\$ 33.09	\$ 42.99	\$ 52.90	\$ 56.20
Enrolled After 07/01/2017		\$ 39.69	\$ 46.30	\$ 52.90

**SUPPLEMENTAL BENEFIT per hour:**

1st Term	2nd Term	3rd Term	4th Term	5th Term
\$ 21.00	\$ 26.06	\$ 33.60	\$ 41.16	\$ 43.68
Enrolled After 07/01/2017		31.08	36.14	41.16

**Premium Time Amounts:**

\$ 40.32	\$ 50.38	65.40	80.44	85.46
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Enrolled After 07/01/2017	60.38	70.44	80.44
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4-638A-StmSpFtr

<b>Teamster - Asphalt Delivery</b>	<b>06/01/2022</b>
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**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

07/01/2021

Asphalt Delivery

\$ 41.255

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

Asphalt Delivery

\$ 35.99

**SUPPLEMENTAL BENEFITS**

Per Hour:

Heavy Construction Work

TRUCK DRIVER

Asphalt Delivery

\$ 50.3125

Light Construction Work

TRUCK DRIVER

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

<b>Teamster - Building</b>	<b>06/01/2022</b>
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**JOB DESCRIPTION** Teamster - Building

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour:

Truck Driver (Building Demolition & Debris)

07/01/2021

Trailers

\$ 35.77

Straight Jobs

\$ 35.47

## SUPPLEMENTAL BENEFITS

Per Hour:

All Classifications

\$ 38.85

## 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

06/01/2022

**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

07/01/2021

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

07/01/2021

Concrete Delivery

\$ 36.815

## SUPPLEMENTAL BENEFITS

Per Hour:

Heavy Construction Work

07/01/2021

Concrete Delivery

\$ 45.475

Light Construction Work

07/01/2021

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

06/01/2022

**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.

07/01/2021  
Site Excavating  
(Chauffeurs) \$ 41.255

**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) \$ 35.99

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2021

Heavy Construction Work  
Chauffeurs \$ 50.3125

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**

**06/01/2022**

**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 07/01/2021

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

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

**OVERTIME PAY**

**HOLIDAY**

1-As Per Trade

## Overtime Codes

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

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

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

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

## Holiday Codes

### PAID Holidays:

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

### OVERTIME Holiday Pay:

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

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

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

( 29 )      Juneteenth



NEW YORK STATE DEPARTMENT OF LABOR  
Bureau of Public Work - 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    05/31/2022**

**Article 8**

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	*****5754	0369 CONTRACTORS, LLC		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL	*****4018	ADIRONDACK BUILDING RESTORATION INC.		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	AG	*****1812	ADVANCED BUILDERS & LAND DEVELOPMENT, INC.		400 OSER AVE #2300HAUPPAUGE NY 11788	09/11/2019	09/11/2024
DOL	DOL	*****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	NYC	*****6775	ADVENTURE MASONRY CORP.		1535 RICHMOND AVENUE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	NYC		AGOSTINHO TOME		405 BARRETTO ST BRONX NY 10474	05/31/2018	05/31/2023
DOL	NYC		AMJED PARVEZ		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL		ANGELO GARCIA		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL		ANITA SALERNO		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DOL		ANTONIO ESTIVEZ		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	NYC		ARADCO CONSTRUCTION CORP		115-46 132RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL		ARNOLD A. PAOLINI		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC		ARSHAD MEHMOOD		168-42 88TH AVENUE JAMAICA NY 11432	11/20/2019	11/20/2024
DOL	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 CROPEY AVENUE APT 11GBROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	NYC		AVM CONSTRUCTION CORP		117-72 123RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	NYC		AZIDABEGUM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****8421	B & B DRYWALL, INC		206 WARREN AVE APT 1WHITE PLAINS NY 10603	12/14/2021	12/14/2026
DOL	NYC		BALWINDER SINGH		421 HUDSON ST SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	NYC	*****8416	BEAM CONSTRUCTION, INC.		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	DOL		BERNARD BEGLEY		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	NYC	*****2113	BHW CONTRACTING, INC.		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		BIAGIO CANTISANI			06/12/2018	06/12/2023
DOL	DOL	*****3627	BJB CONSTRUCTION CORP.		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	DOL	*****4512	BOB BRUNO EXCAVATING, INC		5 MORNINGSIDE DR AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		BOGDAN MARKOVSKI		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL		BRADLEY J SCHUKA		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	DOL		BRUCE P. NASH JR.		5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	DOL	*****0225	C&D LAFACE CONSTRUCTION, INC.		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	01/09/2023
DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	09/17/2020	09/17/2025

**NYSDOL Bureau of Public Work Debarment List 05/31/2022**

**Article 8**

DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	*****4083	C.P.D. ENTERPRISES, INC		P.O BOX 281 WALDEN NY 12586	03/03/2020	03/03/2025
DOL	DOL	*****5161	CALADRI DEVELOPMENT CORP.		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	*****3391	CALI ENTERPRISES, INC.		1223 PARK STREET PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	NYC		CALVIN WALTERS		465 EAST THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL		CANTISANI & ASSOCIATES LTD		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CANTISANI HOLDING LLC			06/12/2018	06/12/2023
DOL	DOL		CARMEN RACHETTA		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	02/03/2025
DOL	DOL		CARMENA RACHETTA		8531 OSWEGO ROAD BALDWINVILLE NY 13027	02/03/2020	01/09/2023
DOL	DOL	*****3812	CARMODY "2" INC			06/12/2018	06/12/2023
DOL	DOL	*****1143	CARMODY BUILDING CORP	CARMODY CONTRACTING AND CARMODY CONTRACTING CORP.	442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY CONCRETE CORPORATION			06/12/2018	06/12/2023
DOL	DOL		CARMODY ENTERPRISES, LTD.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY INC		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****3812	CARMODY INDUSTRIES INC			06/12/2018	06/12/2023
DOL	DOL		CARMODY MAINTENANCE CORPORATION		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY MASONRY CORP		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	AG		CESAR J. AGUDELO		81-06 34TH AVENUE APT. 6EJACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	DOL	*****0026	CHANTICLEER CONSTRUCTION LLC		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	NYC		CHARLES ZAHRADKA		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025
DOL	DOL		CHRISTOPHER GRECO		26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL		CHRISTOPHER J MAINI		19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL		CHRISTOPHER PAPASTEFANO A/K/A CHRIS PAPASTEFANO		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	*****1927	CONSTRUCTION PARTS WAREHOUSE, INC.	CPW	5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	DOL	*****3228	CROSS-COUNTY LANDSCAPING AND TREE SERVICE, INC.	ROCKLAND TREE SERVICE	26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL	*****2524	CSI ELECTRICAL & MECHANICAL INC		42-32 235TH ST DOUGLSTON NY 11363	01/14/2019	01/14/2024
DOL	NYC		DALJIT KAUR BOPARAI		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
DOL	DOL	*****7619	DANCO CONSTRUCTION UNLIMITED INC.		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	NYC		DAVID WEINER		14 NEW DROP LANE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	AG		DEBRA MARTINEZ		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL		DELPHI PAINTING & DECORATING CO INC		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	NYC		DIMITRIOS TSOUMAS		35-12 19TH AVENUE ASTORIA NY 11105	08/02/2017	08/02/2022



**NYSDOL Bureau of Public Work Debarment List 05/31/2022**

**Article 8**

DOL	DOL		DOMENICO LAFACE		8531 OSWEGO RD BALDWINSVILLE NY 13027	02/03/2020	01/09/2023
DOL	DOL	*****5175	EAGLE MECHANICAL AND GENERAL CONSTRUCTION LLC		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL		EAST COAST PAVING		2238 BAKER RD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DA		EDWIN HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	NYC	*****5917	EPOCH ELECTRICAL, INC		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2024
DOL	DOL		FAIGY LOWINGER		11 MOUNTAIN RD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL		FRANK BENEDETTO		19 CATLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL	*****4722	FRANK BENEDETTO AND CHRISTOPHER J MAINI	B & M CONCRETE	19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	NYC		FRANK MAINI		1766 FRONT ST YORKTOWN HEIGHTS NY 10598	01/17/2018	01/17/2023
DOL	DA		FREDERICK HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	NYC	*****6616	G & G MECHANICAL ENTERPRISES, LLC.		1936 HEMPSTEAD TURNPIKE EAST MEDOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		GABRIEL FRASSETTI			04/10/2019	04/10/2024
DOL	NYC		GAYATRI MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DOL		GEOFF CORLETT		415 FLAGGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DOL		GIGI SCHNECKENBURGER		261 MILL RD EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL		GIOVANNI LAFACE		8531 OSWEGO RD BALDWINSVILLE NY 13027	02/03/2020	01/09/2023
DOL	NYC	*****3164	GLOBE GATES INC	GLOBAL OVERHEAD DOORS	405 BARRETTO ST BRONX NY 10474	05/31/2018	05/31/2023
DOL	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	*****3228	HEIGHTS ELEVATOR CORP.		1766 FRONT ST YORKTOWN HEIGHTS NY 10598	01/17/2018	01/17/2023
DOL	DOL	*****5131	INTEGRITY MASONRY, INC.	M&R CONCRETE	722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023
DOL	DOL		IRENE KASELIS		32 PENNINGTON AVE WALDWICK NJ 07463	05/30/2019	05/30/2024
DOL	DOL	*****9211	J. WASE CONSTRUCTION CORP.		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		J.A. HIRES CADWALLADER		P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		JAMES C. DELGIACCO		722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023
DOL	DOL		JAMES J. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		JAMES LIACONE		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		JAMES RACHEL		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027

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DOL	DOL	*****7993	JBS DIRT, INC.		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****5368	JCH MASONRY & LANDSCAPING INC.		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	NYC		JENNIFER GUERRERO		1936 HEMPSTEAD TURNPIKE EAST MEADOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		JIM PLAUGHER		17613 SANTE FE LINE ROAD WAYNEFIELD OH 45896	07/16/2021	07/16/2026
DOL	AG		JOHN ANTHONY MASSINO		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JOHN F. CADWALLADER		200 LATTA BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	*****4612	JOHN F. CADWALLADER, INC.	THE GLASS COMPANY	P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		JOHN GOCEK		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL		JOHN LUCIANO			05/14/2018	05/14/2023
DOL	DOL		JOHN MARKOVIC		47 MANDON TERRACE HAWTHORN NJ 07506	03/29/2021	03/29/2026
DOL	DOL		JOHN WASE		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	AG	*****0600	JOHNCO CONTRACTING, INC.		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JON E DEYOUNG		261 MILL RD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL		JORGE RAMOS		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	DOL		JORI PEDERSEN		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL		JOSE CHUCHUCA		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	NYC		JOSEPH MARTINO		1535 RICHMOND AVENUE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	DOL		JOY MARTIN		2404 DELAWARE AVE NIGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL		KARIN MANGIN		796 PHELPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	DOL		KATE E. CONNOR		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KATIE BURDICK		2238 BAKER RD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL	*****2959	KELC DEVELOPMENT, INC		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KIMBERLY F. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****3490	L & M CONSTRUCTION/DRYWALL INC.		1079 YONKERS AVE YONKERS NY 10704	08/07/2018	08/07/2023
DOL	DA	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		LAVERN GLAVE		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	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

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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	AG	*****3291	LINTECH ELECTRIC, INC.		3006 TILDEN AVE BROOKLYN NY 11226	02/16/2022	02/16/2027
DOL	DA	*****4460	LONG ISLAND GLASS & STOREFRONTS, LLC		4 MANHASSET TRL RIDGE NY 11961	09/06/2018	09/06/2023
DOL	AG	*****4216	LOTUS-C CORP.		81-06 34TH AVENUE APT. 6EJACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	DOL		LOUIS A. CALICCHIA		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	NYC		LUBOMIR PETER SVOBODA		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	NYC		M & L STEEL & ORNAMENTAL IRON CORP.		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	DOL	*****2196	MAINSTREAM SPECIALTIES, INC.		11 OLD TOWN RD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	NYC		MAREK FABIJANOWSKI		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	NYC		MARIA NUBILE		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	DOL		MASONRY CONSTRUCTION, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****3333	MASONRY INDUSTRIES, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	NYC		MATINA KARAGIANNIS		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2023
DOL	DOL		MATTHEW P. KILGORE		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	DOL		MAURICE GAWENO		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		MICHAEL LENIHAN		1079 YONKERS AVE UNIT 4YONKERS NY 10704	08/07/2018	08/07/2023
DOL	AG		MICHAEL RIGLIETTI		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL	*****4829	MILESTONE ENVIRONMENTAL CORPORATION		704 GINESI DRIVE SUITE 29MORGANVILLE NJ 07751	04/10/2019	04/10/2024
DOL	NYC	*****9926	MILLENNIUM FIRE PROTECTION, LLC		325 W. 38TH STREET SUITE 204NEW YORK NY 10018	11/14/2019	11/14/2024
DOL	NYC	*****0627	MILLENNIUM FIRE SERVICES, LLC		14 NEW DROP LNE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	AG		MSR ELECTRICAL CONSTRUCTION CORP.		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	NYC		MUHAMMED A. HASHEM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	NYC		NAMOW, INC.		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	DA	*****9786	NATIONAL INSULATION & GC CORP		180 MILLER PLACE HICKSVILLE NY 11801	12/12/2018	12/12/2023

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DOL	DOL	*****3684	NATIONAL LAWN SPRINKLERS, INC.		645 N BROADWAY WHITE PLAINS NY 10603	05/14/2018	05/14/2023
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	*****7429	NICOLAE I. BARBIR	BESTUCCO CONSTRUCTI ON, INC.	444 SCHANTZ ROAD ALLENTOWN PA 18104	09/17/2020	09/17/2025
DOL	DOL	*****1845	OC ERECTERS, LLC A/K/A OC ERECTERS OF NY INC.		1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442	01/16/2018	01/16/2023
DOL	DOL		PAULINE CHAHALES		935 S LAKE BLVD MAHOPAC NY 10541	03/02/2021	03/02/2026
DOL	DOL		PETER STEVENS		11 OLD TOWN ROAD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DOL	*****0466	PRECISION BUILT FENCES, INC.		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	NYC		RASHEL CONSTRUCTION CORP		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****1068	RATH MECHANICAL CONTRACTORS, INC.		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP		3 PARK CIRCLE MIDDLETOWN NY 10940	01/30/2018	01/30/2023
DOL	AG	*****7015	RCM PAINTING INC.		69-06 GRAND AVENUE 2ND FLOORMASPETH NY 11378	02/07/2018	02/07/2023
DOL	DA	*****7559	REGAL CONTRACTING INC.		24 WOODBINE AVE NORTHPORT NY 11768	10/01/2020	10/01/2025
DOL	DOL		REGINALD WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL	*****9148	RICH T CONSTRUCTION		107 WILLOW WOOD LANE CAMILLUS NY 13031	11/13/2018	11/13/2023
DOL	DOL		RICHARD MACONE		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	DOL		RICHARD REGGIO		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	DOL	*****9148	RICHARD TIMIAN	RICH T CONSTRUCTI ON	108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	11/13/2018	11/13/2023
DOL	DOL		ROBBYE BISSEsar		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROBERT A. VALERINO		3841 LANYARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		ROBERT BRUNO		5 MORNINGSIDE DRIVE AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		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	*****1365	S & L PAINTING, INC.		11 MOUNTAIN ROAD P.O BOX 408MONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL	*****7730	S C MARTIN GROUP INC.		2404 DELAWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL		SAL FRESINA MASONRY CONTRACTORS, INC.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		SAL MASONRY CONTRACTORS, INC.		(SEE COMMENTS) SYRACUSE NY 13202	07/16/2021	07/16/2026
DOL	DOL	*****9874	SALFREE ENTERPRISES INC		P.O BOX 14 2821 GARDNER RDPOMPEI NY 13138	07/16/2021	07/16/2026

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DOL	DOL		SALVATORE A FRESINA A/K/A SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DOL		SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	NYC	*****0349	SAM WATERPROOFING INC		168-42 88TH AVENUE APT.1 AJAMAICA NY 11432	11/20/2019	11/20/2024
DOL	NYC		SANDEEP BOPARAI		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
DOL	NYC	*****1130	SCANA CONSTRUCTION CORP.		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025
DOL	DOL	*****2045	SCOTT DUFFIE	DUFFIE'S ELECTRIC, INC.	P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	DOL		SCOTT DUFFIE		P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	NYC	*****6597	SHAIRA CONSTRUCTION CORP.		421 HUDSON STREET SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	DOL	*****1961	SHANE BURDICK	CENTRAL TRAFFIC CONTROL, LLC.	2238 BAKER ROAD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE BURDICK		2238 BAKER ROAD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE NOLAN		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		SHULEM LOWINGER		11 MOUNTAIN ROAD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL	*****0816	SOLAR ARRAY SOLUTIONS, LLC		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL	*****0440	SOLAR GUYS INC.		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	NYC		SOMATIE RAMSUNAHAI		115-46 132ND ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL	*****2221	SOUTH BUFFALO ELECTRIC, INC.		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	DOL	*****3661	SPANIER BUILDING MAINTENANCE CORP		200 OAK DRIVE SYOSSET NY 11791	03/14/2022	03/14/2027
DOL	DOL		STANADOS KALOGELAS		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL	*****6844	STEAM PLANT AND CHX SYSTEMS INC.		14B COMMERCIAL AVENUE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL	*****9933	STEED GENERAL CONTRACTORS, INC.		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	*****9528	STEEL-IT, LLC.		17613 SANTE FE LINE ROAD WAYNESFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		STEFANOS PAPASTEFANOU, JR. A/K/A STEVE PAPASTEFANOU, JR.		256 WEST SADDLE RIVER RD UPPER SADDLE RIVER NJ 07458	05/30/2019	05/30/2024
DOL	DOL		STEVE TATE		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL		STEVEN MARTIN		2404 DELWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL	*****3800	SUBURBAN RESTORATION CO. INC.		5-10 BANTA PLACE FAIR LAWN PLACE NJ 07410	03/29/2021	03/29/2026
DOL	NYC	*****5863	SUKHMANY CONSTRUCTION, INC.		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
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		TERRY THOMPSON		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL	*****9733	TERSAL CONSTRUCTION SERVICES INC		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13208	07/16/2021	07/16/2026
DOL	DOL		TERSAL CONTRACTORS, INC.		221 GARDNER RD P.O BOX 14POMPEI NY 13138	07/16/2021	07/16/2026

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DOL	DOL		TERSAL DEVELOPMENT CORP.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		TEST		P.O BOX 123 ALBANY NY 12204	05/20/2020	05/20/2025
DOL	DOL	*****6789	TEST1000		P.O BOX 123 ALBANY NY 12044	03/01/2021	03/01/2026
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATIO N	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATIO N	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DA	*****4106	TRIPLE H CONCRETE CORP		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****6392	V.M.K CORP.		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	DOL	*****6418	VALHALLA CONSTRUCTION, LLC.		796 PHLEPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	NYC	*****2426	VICKRAM MANGRU	VICK CONSTRUCTI ON	21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	NYC		VICKRAM MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DOL		VICTOR ALICANTI		42-32 235TH ST DOUGLASTON NY 11363	01/14/2019	01/14/2024
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	*****3296	WESTERN NEW YORK CONTRACTORS, INC.		3841 LAYNARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		WHITE PLAINS CARPENTRY CORP		442 ARMONK RD	06/12/2018	06/12/2023
DOL	DOL		WILLIAM G. PROERFRIEDT		85 SPRUCEWOOD ROAD WEST BABYLON NY 11704	01/19/2021	01/19/2026
DOL	DOL	*****5924	WILLIAM G. PROPHY, LLC	WGP CONTRACTIN G, INC.	54 PENTAQUIT AVE BAYSHORE NY 11706	01/19/2021	01/19/2026
DOL	DOL	*****4043	WINDSHIELD INSTALLATION NETWORK, INC.		200 LATTA BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	*****4730	XGD SYSTEMS, LLC	TDI GOLF	415 GLAGE AVE #302STUART FL 34994	10/31/2018	10/31/2023
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

**NYSDOL Bureau of Public Work Debarment List    05/31/2022**

**Article 9**

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	NYC	*****5732	COMMERCIAL BUILDING MAINTENANCE CORPORATION		65 BILTMORE DR MASTIC BEACH NY 11951	03/14/2022	03/14/2027
DOL	NYC		DAVID PARSONS		200 OAK DR SYOSSET NY 11791	03/14/2022	03/14/2027
DOL	DOL		DENNIS DAN OGBEIDE		P.O BOX 50028 BRONX NY 10458	04/24/2018	04/24/2023
DOL	DOL	*****5067	DENOG PROTECTIVE SECURITY SERVICES INC		P. O BOX 50028 BRONX NY 10458	04/24/2018	04/24/2023
DOL	DOL	*****9060	PEC GROUP OF N.Y., INC.		9.35 S LAKE BLVD SUITE 7MAHOPAC NY 10541	03/02/2021	03/02/2026
DOL	DOL		RUSSELL NEEDHAM		532 NEPTUNE AVENUE BROOKLYN NY 11224	01/12/2022	01/12/2027
DOL	DOL	*****7007	SHOREFRONT MENTAL HEALTH BOARD	BROOKLYN BRIGHT	532 NEPTUNE AVENUE BROOKLYN NY 11224	01/12/2022	01/12/2027

## PART 1 - GENERAL

## 1.01 BRIEF PURPOSE OF PROJECT / GENERAL

- A. Contract A: The purpose of Contract A is to install a minimum of one permanent monitoring well within the Town of Riverhead.
- B. Contract B: The purpose of Contract B is to install a minimum of one test boring to ascertain formation characteristics and water quality for a potable water well in the Town of Riverhead.
- C. 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.
- D. 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.
- B. The terms "Contractor" and/or "Prime Contractor" where used shall refer to the individual or company who has entered into an agreement with the Owner to perform the work contained within these Contract Documents. The lack of word capitalization shall be incidental.

## 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/District, 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. All labor, material, equipment, and appliances required for the complete execution of the work in conjunction with the installation of two groundwater test wells and one groundwater monitoring well for the Riverhead Water District, as specified herein; mobilization, rough grading, final cleanup, demolition, and restoration.
  - 2. Mobilization and demobilization.
  - 3. Test borings.
  - 4. Depth adjustment for test well.
  - 5. Depth adjustment for monitoring well.
  - 6. Core sampling, size analysis, and geophysical logs.
  - 7. Test screen settings, development and test pumping.
  - 8. Water quality testing.
  - 9. Abandonment of test wells.
  - 10. Capping of well at surface.
  - 11. Restore the site to the pre-construction condition or better at the completion of work.
  - 12. Project closeout submittals.
- D. All other work shown and specified in the Contract Documents.



**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 United States Geological Survey.
  - 3. Local laws and ordinances of the Town of Riverhead.
  - 4. Local gas utility requirements for new services, connections, alterations and related work.

**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. Product and equipment storage and handling requirements.
  - 5. Starting and adjusting of the equipment and systems required under the project.
  - 6. Site safety in accordance with all applicable federal, state, and local regulations.
  - 7. Project submittals, meetings, testing services, 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.

**1.06 OWNER SUPPLIED PRODUCTS AND UTILITIES**

- A. The Owner will not be supplying equipment, labor, or tools for the project.
- B. There is no power on-site. Any and all power must be supplied by the Contractor.

**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 District 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 District of the obstructions' existence.
- D. The District will determine if the obstruction is to be relocated or removed.

**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 is to maintain the work areas 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.
- B. The area around the work areas may be residential neighborhoods. 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.
- C. The Contractor is responsible to employ methods to prevent construction materials and/or debris from leaving the work area. The Contractor is responsible to routinely monitor the areas surrounding the work area during the day as well as at the end of the work-day and to immediately clean up any area to its previous condition.
- D. The Contractor shall employ methods to prevent the transmission of dirt from vehicles driving on exposed areas of the work area 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.
- E. 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.
- F. The Contractor shall comply with all state and local requirements for allowable weight limits of vehicles on all roads.
- G. The Owner reserves the right to back charge the Contractor for all costs associated with maintaining the work area as well as maintaining areas surrounding 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.

## 1.03 CONTRACTOR USE OF THE PREMISES

- A. Premises, for the purpose of this Contract, shall mean the work area and immediate vicinity thereof located within.
- B. 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.

- C. The Contractor shall be responsible for protecting private 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 the District or their Construction Representative.
- D. The Contractor shall protect all of the physical structures, property and improvements upon the work area 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.
- E. Keep all existing driveways, roads, and parking areas free and clear of materials and equipment. Do not unreasonably encumber the site with materials and equipment. Confine stockpiling of excess excavated material, materials and equipment to areas designated by the Owner's construction representative. Locate storage sheds and trailers to areas designated or by the District or their Construction Representative.
- F. The Contractor is responsible for cleaning up their own materials and debris. Failure to maintain a clean work area daily, will result in other performing the work and The Contractor being back charged for the cleaning cost plus construction administration fees.
- G. Do not discard or dispose of any waste on-site.
- H. Open fires will not be permitted on the site.
- I. 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. Do not unreasonably encumber the surrounding work area with materials and equipment.
- B. 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 work area, 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 7:00 am - 4:00 pm or as approved by District.
- 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. Any employee found under the influence of any drug or alcohol will be banned from the site.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

**END OF SECTION 011400**

## PART 1 - GENERAL

## 1.01 SECTION INCLUDES

- A. Allowance pricing for the following items:
  - 1. Independent Laboratory Testing Allowance.
  - 2. Extra Work Due to Unforeseen Conditions
  - 3. Additional work item specific to scope of work requested by the District or required by Contractor to complete their work.
- 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 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.

## 1.03 PAYMENTS TO BE MADE OUT OF TESTING AND ADDITIONAL WORK ALLOWANCE

- A. Include the cash allowance amount indicated in the proposal for independent testing laboratory services specified in Section 014500.
- B. The actual invoiced charges of the testing laboratory, including toning companies where called for, incurred for field and laboratory tests, as specified only in Section 014500 - Quality Control, shall be paid for out of the cash allowance.
  - 1. Any other requirement specified herein throughout these specifications for providing the services of an independent testing laboratory, underground utility location company, or similar outside independent service are to be borne by the Contractor.
  - 2. All costs for quality control services are to be included as part of the Contract Price (as-bid).
- C. One (1) week prior to each partial payment, submit a certified invoice from each company listing and detailing the total costs incurred since the last invoice.
  - 1. The invoice shall be on company letterhead signed by an authorized representative of the company and shall include man-hours, tests conducted, date of tests and associated costs and fees.
  - 2. Payment for costs will not be made unless the information is provided and certified. Payment for costs will not be made unless the typed test data reports have been received by the District.
  - 3. In the case of pipe toning, flags must be set to delineate the route of underground pipes and utilities prior to submission of partial payment request.

- D. If in the event test results (provided by the independent testing laboratory) show non-compliance with these specifications, then at the option of the Contractor and only with the approval of the Owner, he may re-test samples to verify the original test results at his/her own expense.
- E. Costs for re-testing failed components of the work, when ordered by the District, will not be paid for out of the cash allowance and will be directly borne by the Contractor.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

**END OF SECTION 012100**

## 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 District 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 District will issue a punch list, itemizing the items of work remaining. The punch list will include "minor" items only, as defined solely by the District. Any prior punch lists, which include "major" or significant items, as defined by the District, 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 District 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 District 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 District 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 District, based on the bid items in the proposal. The District 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. The payment application shall include a Contractor Invoice and an Town Claim Voucher.
- E. 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).
- F. Submit payment application to District 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.
- G. 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.
- H. Contractor shall pay all workers and have all subcontractors pay all workers the prevailing New York State Wage Rates.
- I. The District shall submit the documentation along with an District's Payment Report to the Owner for payment.
- J. 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 District 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. Work of this Section includes:
  - 1. Requests for Interpretation or for information
  - 2. Administration of subcontracts
  - 3. Communication and coordination requirements
  - 4. 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 District may not respond to any requests unless the form is used.
- C. The District'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 or emailed image of the form will be accepted.
- E. The District will respond in writing to the request as soon as possible.

## 1.03 SUBCONTRACTOR ADMINISTRATION AND COORDINATION

- A. Terms and conditions of the Contract shall be binding upon each subcontractor.
- B. 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.
- C. The Contractor shall sequence and schedule the work of subcontractors. Coordinate construction and administration activities of subcontractors. The District 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 District by the Contractor.
- D. 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.

## 1.04 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.

## 1.05 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.

## 1.06 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 District 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 be qualified to perform the duties so required to successfully complete the work in accordance with the Contract Documents.
- F. The superintendent shall speak English. If required by the District, 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 District to determine the proposed superintendent's ability to properly coordinate the work through the Owner/District. The Contractor shall employ a superintendent acceptable to the Owner.

## PART 2 - PRODUCTS

NOT USED

## PART 3 - EXECUTION

NOT USED

**END OF SECTION 013100**

## 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.

## 1.02 COORDINATION OF SUBMITTALS

- A. Prior to submitting to the District, 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 District 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.

## 1.03 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 District 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 District'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 District's review.
- E. If material or equipment is installed before it has been deemed to be in general compliance with the Contract Documents, as determined by the District, the Contractor shall be liable for its removal and replacement at no extra charge and without an increase in contract time.

## 1.04 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 District's project manager, and a description of content for the submitted items.

- B. Submissions as instructed by the District, shall be sent to the District's office.

#### 1.05 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 District's review.

#### 1.06 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 shall contain the Contractor's approval stamp and date showing that the submittal has been approved by the Contractor. The District will not review submittals that have not yet been reviewed and approved by the Contractor.

#### 1.07 ENGINEER/ARCHITECT'S REVIEW

- A. District will review and comment on each submission conforming to the requirements of this Section.
  - 1. District'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 District'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 District will mark submittals as follows:
  - 1. **NO EXCEPTION TAKEN (A)** - No corrections, no marks. The content of this submittal has been reviewed by the District 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 District and has been found in general to be in compliance with the Contract Documents. The notations made on the submittal by the District 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 District 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 District's comments and resubmitted to the District 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 District 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 District 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 District,
  3. has been made and stamped "Make Corrections Noted", but contractor has not complied with District'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 District's review stamp.

#### 1.08 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 District, which did not appear on the previous submissions.

#### 1.09 CONTRACTOR'S RESPONSIBILITIES

- A. District'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 District has found the submission in general compliance with the Contract Documents.
- C. The Contractor shall provide written notification of any specification or drawing deviation.

#### 1.10 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/District 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.

#### 1.11 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.

#### 1.12 TEST RESULTS AND INSTALLATION

- A. Whenever field startup services are specified, the Contractor shall obtain from the manufacturer and submit to the District 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 District in the form of a MSR.
- C. Do not deliver to the project or incorporate into the work any materials or equipment for which District 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.

#### PART 2 - PRODUCTS

NOT USED

#### PART 3 - EXECUTION

NOT USED

**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. United States Geological Survey
  - 4. State Plumbing Code
  - 5. County Department of Health
  - 6. Town Codes, Rules, Laws and Ordinances
  - 7. Local Water District

## 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. Transportation and disposal of construction debris
  - 2. Water supply for drilling
  - 3. Water disposal during development
  - 4. NYSDEC test well and monitoring well construction

## 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 COORDINATION WITH WATER UTILITY

- A. Comply with the water utility requirements for water and fire service connections. Obtain and pay for all necessary permits from the water utility. Obtain authority to connect to the existing water mains.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

**END OF SECTION 014100**

## 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.
  - 2. All subcontractors.
  - 3. Emergency services such as fire department, police, and ambulance.
  - 4. 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.
- B. The Contractor shall provide a sketch showing routing of temporary water service for construction purposes. Provide cuts and plumber's certification for backflow device(s).

## 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 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.
- C. 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.
- D. The Contractor shall exercise measures to conserve water.
- E. Provide insulation and heat tracing to prevent freezing of temporary piping. Drain hoses at the end of each use.
- F. All Contractors, subcontractors, and personnel involved in the project shall be permitted to use water for construction purposes as provided under this paragraph.

### 2.02 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 District or the Owner .
- 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 - Environmental Protection.

### 2.03 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.

### 2.04 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.

### 2.05 EROSION CONTROL

- A. The Contractor shall provide measures to keep the ground surface well drained, but avoid erosion of embankments, excavations, the project site, and adjacent areas.
- B. The Contractor shall comply with all local codes, rules, and regulations concerning soil erosion.
  - 1. Use hay bales or silt fences to control erosion to the satisfaction of the District and regulatory agencies. Use hay bales or silt fences to stop silt and sediment from reaching surface waters, parking lots and roads.
  - 2. Leave erosion control methods in place until ground cover is established or until date of substantial completion.
- C. Comply with the requirements also contained in Section 015719 - Environmental Protection.

### 2.06 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 District'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 District.
- E. The Contractor shall provide all roadways with dust control.

#### 2.07 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 District.
- D. Dispose of rubbish and waste materials in accordance with state regulations and local ordinances.
- E. The Contractor shall be responsible for maintaining the site free of trash.

#### 2.08 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.

#### 2.09 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.

#### 2.10 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/District.
- D. If designated on the Contract Drawings, then only use those areas for parking.

#### 2.11 DAMAGES

- A. The Contractor, with the prior approval of the Owner/District, 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.

#### 2.12 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, District 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 District.

#### 2.13 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.

#### 2.14 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 District.
- 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. Regrade site to restore to existing slope and elevation, and restore the surface.
- C. Clean and repair damage caused by installation or use of temporary work.
- D. Regrade area to existing slope and elevation and restore the surface to its existing condition.
- E. Final payment will not be processed until all removals have been completed to the satisfaction of the Owner/District.

### 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. Control of environmental pollution and damage that the Contractor must consider for air, water, and land resources in preparing a bid and while constructing the project. This Section includes management of site aesthetics, noise, solid and liquid waste and wastewater, and other pollutants that may be generated by the Contractor.
- B. Include all costs associated with environmental protection as specified herein and as specified in other Sections of these specifications in the total price bid.

## 1.02 DEFINITIONS

- A. Environmental pollution and damage is defined as the presence of chemical, physical, or biological elements or agents which:
  - 1. Adversely effect human health or welfare,
  - 2. Unfavorably alter ecological balances of importance to human life,
  - 3. Impact wetlands,
  - 4. Effect other species of importance to man, or;
  - 5. Degrade the utility of the environment for aesthetic, cultural, and historical purposes.
- B. Definitions of Pollutants:
  - 1. Sediment: Soil and other debris that has been eroded and transported by runoff water.
  - 2. Solid Waste: Rubbish, debris, garbage, and other discarded solid materials resulting from industrial, commercial, and agricultural operations and from community activities.
  - 3. Rubbish: Combustible and noncombustible wastes such as paper, boxes, glass and crockery, metal and lumber scrap, tin cans, and bones.
  - 4. Debris: Combustible and noncombustible wastes, such as leaves, tree trimmings, ashes, and waste materials resulting from construction or maintenance and repair work.
- C. Sanitary Wastes:
  - 1. Sewage: Domestic sanitary sewage and human and animal waste.
  - 2. Garbage: Refuse and scraps resulting from preparation, cooking, dispensing, and consumption of food.

## PART 2 - PRODUCTS

NOT USED

## PART 3 - EXECUTION

## 3.01 PROTECTION OF ENVIRONMENTAL RESOURCES

- A. Protect environmental resources within the project boundaries and those affected outside the limits of permanent work during the entire period of this Contract. Confine activities to areas defined by the Contract Documents.
- B. Protection of Land Resources: Prior to construction, identify all land resources to be preserved within the work area. Do not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, top soil, and land forms without permission from the District. Do not fasten or attach ropes, cables, or guys to trees for anchorage unless specifically authorized, or where special emergency use is permitted.
- C. Work Area Limits: Prior to any construction, mark the areas that require work to be performed under this Contract. Mark or fence isolated areas within the general work area that are to be



saved and protected. Protect monuments, works of art, and markers before construction operations begin. Convey to all personnel the purpose of marking and protecting all necessary objects.

- D. Protection of Landscape: Protect trees, shrubs, vines, grasses, land forms, and other landscape features shown on the drawings to be preserved by marking, fencing, or using any other approved techniques.
1. Box and protect from damage existing trees and shrubs to remain on the construction site.
  2. Immediately repair all damage to existing trees and shrubs by trimming, cleaning, and painting with antiseptic tree paint.
  3. Do not store building materials or perform construction activities closer to existing trees or shrubs than the farthest extension of their limbs.
- E. Reduction of Exposure of Unprotected Erodible Soils: Plan and conduct earthwork to minimize the duration of exposure of unprotected soils. Clear areas in reasonably sized increments only as needed to use. Form earthwork to final grade as shown. Immediately protect side slopes and back slopes upon completion of rough grading.
1. Temporary Protection of Disturbed Areas: Construct diversion ditches and berms to retard and divert runoff from the construction site to protected wetlands areas as defined in the Clean Water Act and federal, state and local regulations.
  2. Erosion and Sedimentation Control Devices:
    - a. Construct or install all temporary and permanent erosion and sedimentation control features as shown or specified in the Contract Documents and as required by the Owner pursuant to direction of the regulatory authority.
    - b. Maintain temporary erosion and sediment control measures such as berms, dikes, drains, hay bales, erosion control fencing, sedimentation basins, grassing, and mulching, until permanent drainage and erosion control facilities are completed and operative.
  3. Manage borrow areas on and off Owner property to minimize erosion and to prevent sediment from entering nearby property, watercourses and local streets.
  4. Manage and control spoil areas on and off Owner property to limit spoil to areas shown on the Environmental Protection Plan and prevent erosion of soil or sediment from entering nearby property, watercourses or streets.
  5. Protect adjacent areas from degradation by temporary excavations and embankments.
- F. Handle and dispose of solid wastes in such a manner that will prevent contamination of the environment.
1. Place solid wastes (excluding clearing debris) in containers that are emptied on a regular schedule.
  2. Transport all solid waste off Owners' property and dispose of waste in compliance with Federal, State, and local requirements.
  3. Store chemical waste away from the work areas in corrosion resistant containers and dispose of waste in accordance with Federal, State, and local regulations.
  4. Handle discarded materials other than those included in the solid waste category as directed by the District.
- G. Protection of Water Resources: Keep construction activities under surveillance, management, and control to avoid pollution of surface and ground waters and sewer systems. Implement management techniques to control water pollution by the listed construction activities that are included in this Contract.
- H. Washing and Curing Water: Do not allow wastewater directly derived from construction activities to enter water areas. Collect and place wastewater in retention ponds allowing the suspended material to settle, the pollutants to separate, or the water to evaporate.

- I. Control movement of materials and equipment during construction to prevent violation of water pollution control standards of the Federal, State, or local government.
- J. Monitor water areas affected by construction.
- K. Protection of Fish and Wildlife Resources:
  - 1. Keep construction activities under surveillance, management, and control to minimize interference with, disturbance of, or damage to fish and wildlife.
- L. Protection of Air Resources: Keep construction activities under surveillance, management, and control to minimize pollution of air resources.
  - 1. Burning is not permitted on the job site. Keep activities, equipment, processes, and work operated or performed, in strict accordance with the State and Federal emission and performance laws and standards.
  - 2. Maintain ambient air quality standards set by the Environmental Protection Agency and State, for those construction operations and activities specified.
- M. Particulates: Control dust particles, aerosols, and gaseous by-products from all construction activities, processing, and preparation of materials (such as from asphaltic batch plants) at all times, including weekends, holidays, and hours when work is not in progress.
- N. Particulates Control: Maintain all excavations, stockpiles, haul roads, permanent and temporary access roads, plant sites, spoil areas, borrow areas, and all other work areas within or outside the project boundaries free from particulates which would cause a hazard or a nuisance. Sprinkle, chemical treatment of an approved type, light bituminous treatment, baghouse, scrubbers, electrostatic precipitators, or other methods are permitted to control particulates in the work area.
- O. Hydrocarbons and Carbon Monoxide: Control monoxide emissions from equipment to Federal and State allowable limits.
- P. Odors: Control odors of construction activities and prevent obnoxious odors from occurring.
- Q. Reduction of Noise: Minimize noise using every action possible. Perform noise-producing work in less sensitive hours of the day or week as directed by the District. Maintain noise-produced work at or below the decibel levels and within the time periods specified in accordance with OSHA and local ordinances, whichever is more restrictive.
  - 1. Perform construction activities involving repetitive, high-level impact noise only between 8:00 a.m. and 5:00 p.m. unless otherwise permitted by local ordinance or by the District.
  - 2. Repetitive impact noise on the property shall not exceed the following dB limitations:
  - 3. Provide sound-deadening devices on equipment and take noise abatement measures that are necessary to comply with the requirements of this Contract, consisting of, but not limited to, the following:
    - a. Use shields or other physical barriers to restrict noise transmission.
    - b. Provide soundproof housings or enclosures for noise-producing machinery.
    - c. Use and maintain efficient intake and exhaust mufflers on internal combustion engines.
    - d. Line hoppers and storage bins with sound deadening material.
    - e. Conduct truck loading, unloading, and hauling operations so that noise is kept to a minimum.

**END OF SECTION 015719**

PART 1 - GENERAL

1.01 SUBMITTALS

- A. Submit the following documents to the District before Substantial Completion:
  - 1. Project Record Documents, Test Reports, As-Built, etc.
- B. Submit the following items to the District with the final application for payment:
  - 1. Final Application for Payment prepared by the District for Contractor's execution showing final amount of Contract including change orders.
  - 2. Maintenance Bond (CONTRACT A ONLY) 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 District's acknowledgment of receipt or approval.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

**END OF SECTION 017800**

## SECTION 331111 – TEST BORING RWD

### PART 1 - GENERAL

#### 1.1 SCOPE

- A. The District proposes to investigate possible water bearing formations for quantity and quality via construction of a potable water test well installed within the Town of Riverhead. The actual site has yet to be finalized, but is expected to be within an undeveloped parcel of land.
- B. The investigation shall include the following work items:
  - 1. Test well boring construction
  - 2. Test cores, sampling and geophysical logs.
  - 3. Installing and removing test screen and pump and development of test setting.
  - 4. Test pumping for quality and quantity.
  - 5. Disposal of water
  - 6. Water quality sampling, delivery and analysis.
  - 7. Backfill and/or abandonment of boring and well if required.
- C. The District also reserves the right to utilize this specification for the construction of additional wells to be constructed at other sites within the Town of Riverhead at the discretion of the District.

#### 1.2 REFERENCES

- A. ANSI/AWWA A100 - Water wells.

#### 1.3 SUBMITTALS

- A. Submit under provisions of Section 013300.
- B. NYSDEC Drillers Preliminary Permit.
- C. Shop Drawings: Indicate methods of drilling and test well boring construction.
- D. Submit plan for disposal of all water used for construction, development and testing.
- E. Submit a complete electric, gamma ray and physical description log of the various strata encountered, including depth of formation and changes.
- F. Submit grain size distribution charts.
- G. Submit sieve analysis for every core sample taken below the established depth.
- H. Submit undisturbed and unsieved core samples from below the established depth.
- I. Submit samples of any and all materials used in the construction of the test well boring. Included shall be sealer, sealing medium, clay, development chemicals if used and backfill material.
- J. If required by the Engineer, submit method for abandonment of test well borings.

#### 1.4 QUALITY ASSURANCE

- A. All work shall be performed in accordance with ANSI/AWWA A100.
- B. The testing laboratory shall be approved by the State Department of Health for the specific potable water analysis.
- C. The District reserves the right to cancel the project without obligation or cost, if it

## SECTION 331111 – TEST BORING RWD

becomes necessary for any reason prior to the start of construction.

- D. Due to the many uncertainties involved in test boring and/or drilling work of this nature, it is quite possible that the estimated quantities, as provided for herein, may be materially increased or decreased; also, that certain delays may develop for reasons beyond the control of the District. Under the circumstances, the Contractor agrees that if it becomes necessary for the District to suspend, abandon or terminate the work, or any portion thereof, he will accept estimates and payments for the actual work completed and will not hold the District responsible for any item of expense, including labor, plant, tools, equipment, supervision, overhead, anticipated profits, etc., on that portion of the work so suspended, abandoned and/or terminated, if any

### 1.5 QUALIFICATIONS

- A. Company performing the work of this section shall have a minimum of 5 years documented experience in well construction.

### 1.6 DELIVERY, STORAGE AND HANDLING

- A. Do not store materials directly on the ground.
- B. Protect all materials from natural elements and animals.
- C. Gravel is to remain in its sealed packaging until it is to be placed into the well.

### 1.7 PERMITS AND REGULATIONS

- A. This well is a new test well and has not received approval of the NYSDEC, Water Resources Division.
- B. The Contractor shall be licensed by the NYSDEC, Water Resources Division, and shall comply with all regulations and perform all work to meet the requirements of the Division.

## PART 2 - PRODUCTS (NOT USED)

## PART 3 - EXECUTION

### 3.1 SET-UP & RESTORATION

- A. Contractor shall minimize clearing and grubbing operations to only those areas necessary for the establishment of equipment.
- B. Precautions shall be taken to ensure safety and protection of existing facilities including utilities, buildings and structures.
- C. On completion of the test boring the site shall be left in clean presentable condition with conditions equal to or better than initially encountered. Contractor shall document initial conditions prior to the start of work.

### 3.2 TEST BORING CONSTRUCTION

- A. The test well shall be constructed using reverse rotary hydraulic methods of drilling. Other methods of construction shall be submitted by the Contractor and approved by the District. If the test well is constructed using an approved method other than reverse rotary, the contractor will be responsible for achieving the turbidity requirements of (5) Nephelometric Turbidity Units at their own costs prior to sample collection.

## SECTION 331111 – TEST BORING RWD

- B. The contractor shall utilize a very fine sand, clay or equal for sealing of the walls of the bore hole. Samples of the sealing material to be provided to and approved by the District before its use.
- C. The test well shall be made to a depth of 700 feet. This depth may be varied up or down if the Engineer so directs, in which case, the bid price shall be adjusted in accordance with the adjustment price bid per foot under the adjustment item provided in the PROPOSAL.
- D. The test well shall be constructed with a temporary steel casing at the surface to prevent the hole from caving in. The temporary casing shall be about 24-inches in diameter and a minimum of 16 feet in length.
- E. The bore hole shall be at least 12-inches in diameter and not more than 20-inches in diameter, unless otherwise approved by the District.
- F. The water level in the test well shall be maintained at or above the surface at all times to prevent failure of the test hole.

### 3.3 TEST CORES, SAMPLES AND GEOPHYSICAL LOGS

- A. Test cores shall be taken with a split spoon core sampler or in accordance with best practices. Each core shall be at least twelve inches in continuous length and be provided to the District in partitioned core box provided by contractor and preserved along with samples for further study.
- B. All material at the top of the core, which is not part of the continuous core, shall be discarded.
- C. After core samples have been reviewed by Engineer and District, the contractor shall furnish an undisturbed and unsieved 4-inch length of each core sample in a half pint air-tight glass container for each sample taken in the test well. Samples shall be neatly labeled and boxed.
- D. Samples together with a complete geophysical log or description of the bore hole from surface to termination depth, shall be provided to the District.
- E. Geophysical logs are made of the uncased bore hole from the surface to termination. The logging of the hole is the responsibility of the Contractor. Logging shall be performed by qualified personnel experienced in the classification of soils whether employed by contractor or via subcontractor. The name of the entity responsible for geophysical logging shall be approved by the District. Results shall be correlated with drilling data to determine proper screen intervals.
- F. Complete sieve or screen analysis and grain size distribution charts for various cored samples taken in the areas of indicating possible water bearing formations. In addition, the uniformity coefficient of each core shall be furnished by the Contractor.
- G. Cored samples, in general shall be taken at intervals of 20 feet and at pronounced changes in character of the materials encountered, starting at a point 60 feet below the water table and continuing to termination depth. Ditch or washed samples will be accepted above the depth where cored samples commence.
- H. Upon completion of test drilling, it is proposed to perform electric log and gamma-ray log readings on a plotted graph for the entire submerged depth of the open bore hole. The complete logging procedure, including the apparatus needed, shall be subject to the approval of the District. In the event, after completion of the study of the logs and samples obtained sufficient information has not been obtained within the borehole depth, drilling of the test well shall be resumed at the direction of the District. The final depth shall be predicated on

## SECTION 331111 – TEST BORING RWD

additional logging as required.

- I. A minimum of a single point resistivity log and a self-potential log shall be required for the electric log. A minimum of two (2) runs of each log shall be required.
- J. Contractor shall meter the flow of water and depth of boring whenever the flow is varied.
- K. All information, samples, materials, etc. obtained from the test boring or during miscellaneous test work are the sole property of the District and shall not be transmitted to any other person, organization or agency unless prior approval has been obtained by the District.

### 3.4 TEST PUMPING

- A. The test well shall be pumped for quality and quantity determinations after test boring and logging work is completed. The District and Engineer shall select the possible screen settings. Review of screen setting by the NYSDEC or USGS may be required.
- B. The method of test pumping shall be submitted to the Engineer for approval, and in general, shall include the following:
  - 1. Backfilling of the test hole with selected materials to within 10 feet of the bottom of the deepest screen zone;
  - 2. Providing a clay seal, 5 feet minimum thickness, below the bottom of the screen and above the backfill material.
  - 3. Setting a 6-inch diameter minimum steel casing with 60 feet of 6-inch diameter nominal minimum slotted screen attached to the bottom.
  - 4. Gravel packing around the well screen to at least 10 feet above the top of the screen.
  - 5. Providing a 10 foot minimum clay seal above the gravel pack.
  - 6. Furnishing and installing a submersible or water lubricated deep well turbine pump with a minimum capacity of 200 gpm, including air line, discharge piping and orifice plate. Operation shall be practically continuous as required. The pump assembly shall be so arranged as to permit the pump to rotate freely backward to facilitate surging.
  - 7. Development of well by surging, the use of compressed air, wash line, or by other methods as required to obtain a turbidity of less than 5 NTU. The use of chemicals in development is prohibited, except in cases where extreme difficulty in development is experienced and only after approval is granted by the District.
  - 8. When bore hole has been constructed by the reverse rotary method, there shall be a basic pumping period of thirty-two (32) hours during which the test pump is to be in practically continuous operation.
  - 9. During all pumping periods, the installation shall include stilling tube or other approved method to measure static and pumping water levels. Pumping water levels shall be recorded throughout pumping of screen zones.
  - 10. Test zones will not be accepted until the turbidity has been reduced to a point acceptable to the District.
  - 11. Pumping to obtain necessary water samples and capacity tests.
  - 12. Test zones can be either separate individually cased test wells or as drill stem test zones at discrete intervals within one borehole. Final method must be approved by District and Engineer.
  - 13. Upon completion of the test pumping, the test pump shall be removed and the casing, screen, etc. reset.
- C. Where individually cased wells are utilized the water level within the bore hole shall be maintained. In addition, Contractor shall secure each test well with a locking outer steel casing and to the satisfaction of the District or abandon each in accordance with the requirements of the NYSDEC.

## SECTION 331111 – TEST BORING RWD

- D. The water pumped shall be wasted on the surface of the premises. The contractor shall prevent development water from being washed on to adjacent lands or onto streets unless permission has been previously acquired by landowner or municipality. The contractor shall pay for all permits necessary to complete development of the well.
- E. The District may ask the contractor to furnish and connect the pump discharge to a settling tank for prevention of excessive erosion.
- F. The test pump shall remain operable for a minimum of ten (10) days after water quality sampling, unless otherwise directed by the District.

### 3.5 WATER QUALITY

- A. Water quality samples will be obtained by the Engineer, his representative or by the Contractor, as directed by the Engineer. The Contractor shall be responsible for delivery of samples to laboratory of District choosing. Lab shall be located within Nassau or Suffolk Counties.
- B. The District will be responsible for all costs for water quality sampling.
- C. Chemical analysis from each test setting shall include:
  - 1. Inorganic chemicals and heavy metals analysis;
  - 2. Volatile halogenated organics and volatile non-halogenated organics;
  - 3. Pesticides, herbicides and synthetic organic compounds;
  - 4. Nitrate/Nitrite, Perchlorate and Hexavalent Chromium;
  - 5. Perfluorinated Compounds, EPA Method 533;
  - 6. 1,4 Dioxane;
  - 7. Bromide, Bromate, Chloride, and Chlorate;
  - 8. Radionuclides.
- D. All sample analysis shall be performed via New York State Dept. of Health approved EPA methods unless otherwise approved by District.

### 3.6 DISPOSAL OF WATER

- A. The Contractor shall provide for the draining, the disposal of all water, sand and waste during drilling, developing and testing operations.
- B. No water shall be allowed to flow on public streets without a permit or if the temperature is below 32 degrees F, or is expected to drop below 32 degrees F. No water shall be allowed to flow on private property at any time.
- C. The mud pit and development pit shall be located where directed by the Engineer and Water District.

### 3.7 ABANDONMENT OF TEST WELL

- A. If the logging, quality or yield from the test well is not suitable for use as a permanent well, in the opinion of the District, the Contractor shall abandon the test well.
- B. Direction for abandonment shall be given in writing by the Engineer on behalf of the Water District.
- C. The Contractor shall provide written notice to the New York State Department of Environmental Conservation (NYSDEC) Region 1 Water Unit, Attention Regional Water Quality Engineer, prior to any well abandonment.



SECTION 331111 – TEST BORING RWD

- D. Abandonment shall be performed in strict accordance with all NYSDEC regulations and Section 330114.
- E. Restore site including regrading.

**END OF SECTION 331111**

## PART 1 – GENERAL

## 1.01 SECTION INCLUDES

- A. Monitoring well drilling and construction.
- B. Test cores.
- C. Well casing and screen installation
- D. Disposal of Water
- E. Abandonment of boring
- F. Clean-up and site restoration.

## 1.02 STANDARD SPECIFICATIONS

- A. Where reference is made in these Specifications to the Specifications of the American Society for Testing Materials (ASTM), the American Water Works Association (AWWA) or other societies, the portion referred to shall be read into and shall be a part of this Contract and these Specifications. Materials, methods and equipment, not particularly specified, shall conform to the latest local, state and federal code requirements as they may relate to or govern the construction work.

## 1.03 REFERENCES

- A. ANSI/AWWA A100 – Water wells.

## 1.04 SUBMITTALS

- A. Submit under provisions of Section 013300.
- B. NYSDEC Drillers Preliminary Permit, Final approval, Completion Reports and As-Built..
- C. Shop Drawings: Indicate methods of drilling and monitoring well boring construction.
- D. Submit plan for disposal of all water used for construction, development and testing.
- E. Submit a complete electric, gamma ray and physical description log of the various strata encountered, including depth of formation and changes.
- F. Submit samples of any and all materials used in the construction of the monitoring well boring. Included shall be sealer, sealing medium, clay and development chemicals if used.
- G. If required, submit method for abandonment of monitoring well borings.

## 1.05 QUALITY ASSURANCE

- A. All work shall be performed in accordance with ANSI/AWWA A100.
- B. All work performed by the Contractor shall be in accordance with Federal, State, County and Local Codes and Ordinances

## 1.06 QUALIFICATIONS

- A. Company performing the work of this section shall have a minimum of five years documented experience in well drilling by both auger and mud rotary methods and must provide evidence of such experience with the proposal. Drilling capabilities of the Contractor's equipment for shall be up to 500 feet.
- B. The Company shall be licensed by the New York State Department of Environmental Conservation (NYSDEC) and shall comply with all regulations and requirements of the Department.
- C. The Contractor shall procure all licenses or other permits, if any, and pay all taxes, fees, charges and give notices necessary and incident to the lawful prosecution of the work.

#### 1.07 RESPONSIBILITY

- A. All responsibility for the entire work and accidents occurring therewith shall rest with the Contractor constructing the Work until its completion and acceptance.
- B. The Contractor shall comply with the U.S. Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91 596) as currently amended; and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91 54), as currently amended, as a minimum requirement. In the event of conflict among said Safety and Health Regulations, the Contract Document and requirements of other regulatory agencies, the most stringent provisions shall be binding on the Contractor.
- C. The Contractor is advised of the provisions of Section 4(b)(4) of the Occupational Safety and Health Act of 1970, which states: "Nothing in this Act shall be construed to supersede or in any manner affect any workman's compensation law to enlarge or diminish or affect in any manner the common law or statutory rights, duties, or liabilities of employers and employees under any law with respect to injuries, diseases, or death or employees arising out of, or in the course of, employment."
- D. The selection of levels of personnel protective equipment is an iterative process based upon site specific conditions and available data. When no respiratory or dermal hazards exist, the Contractor shall proceed with a minimally protective work uniform consisting of coveralls, reinforced work boots and hard hats. Should the necessity for additional personnel protective equipment arise, the Contractor shall proceed accordingly and be prepared to supply such additional protection for Contractor's employees.
- E. The omission of the phrase "the Contractor shall" from these detailed Specifications shall not be construed as relieving the Contractor from full and complete performance of the work.

#### 1.08 DELIVERY, STORAGE AND HANDLING

- A. Deliver, store and handle products safely to and at the site.
- B. Materials shall be stored so as to insure the preservation of their quality and fitness for the work. When considered necessary, they shall be placed on wooden platforms or other hard clean surfaces and not on the ground and shall be placed so as to facilitate proper inspection. Other private property shall not be used for storage purposes without the written permission of the Owner.
- C. Protect all materials from natural elements and animals.
- D. Gravel is to remain in its sealed packaging until it is to be placed into the well.

#### 1.09 PROTECTION OF EXISTING WORKS

- A. All existing structures, piping, utilities, fencing or materials, "herein refer to as properties", within each site area shall be protected against damage. The Contractor shall be responsible for any damage to

these existing properties during the operations and such damage shall be corrected by replacing the items damaged to their original condition and position at the Contractor's cost and expense to the satisfaction of the Engineer.

- B. The Contractor shall furnish and install temporary fence, including fabric, fence posts, etc. as directed by the Engineer for safety reasons.
- C. The Contractor shall protect and maintain the existing temporary fence at the site until the drilling equipment is removed. The Contractor shall then remove and legally dispose of the temporary fence around the well site.
- D. Within the property of the State Park, the Contractor shall protect all from damage during drill operations. Within the Park, no tree removal, pruning, cutting or clearing will be permitted for any reason.

#### 1.10 MATERIALS AND WORKMANSHIP

- A. All materials and workmanship shall be of the best quality and shall be subject to the approval of the Engineer. No deviations from the provisions of these detailed Specifications herein shall be made without written approval of the Engineer.
- B. Only first-class work shall be performed, and all materials furnished in carrying out this Contract shall be of character and quality required by these Specifications. Where no standard is specified for such work or materials, they shall be the best of their respective kinds. Any unsatisfactory work performed, or materials furnished at whatever time they may be discovered shall be immediately removed and satisfactorily replaced by the Contractor when notified to do so by the Engineer or District. Upon the completion of each Work Order, the entire work shall be delivered in satisfactory working condition.
- C. Should any work or material be required which is not denoted in these Specifications either directly or indirectly, but which is, nevertheless, necessary for the proper carrying out of the intent thereof, it is understood and agreed that the same is implied and required and that the Contractor shall perform such work and furnish such materials as fully as if they were completely delineated and described.
- D. No metal / ferrous containing material shall be used in the construction of the well. All efforts must be made to prevent any ferrous material from entering borehole during drilling and well construction.

#### PART 2 – MATERIALS

#### 2 MONITORING WELL BORING DATA

##### A. General Data

- 1. Drilling depth: up to 300 feet.
- 2. Diameter: 6-inch

#### 2.02 MONITORING WELL CONSTRUCTION

- A. Any unforeseen obstacles, boulders, concrete or masonry structures, encountered during drilling, shall be demolished and disposed of by the Contractor.
- B. The Contractor shall use the auger or hydraulic method to drill appropriately sized boreholes for the purpose of installing a monitoring well at each site. The selected method of construction shall be approved by the Engineer and District prior to the commencing with drilling operations.

- C. Each borehole will be drilled to the approximate depth specified. The final depth will depend on the depth the characteristics of the strata encountered during drilling.
- D. Review of termination depth shall be provided by District.
- E. Well drillers must permit access to each of the open boreholes to the USGS and NYSDEC for approximately 8 hours.
- F. The monitoring wells shall be constructed to the depths specified. The depth may vary up or down based on test results, in which case, the bid price shall be adjusted in accordance with the Proposal.
- G. The Contractor may utilize a Polymer fluid additive for all rotary drilling called for in this Contract. The specific additive shall be approved by the Engineer and District.
- H. The Contractor shall use a portable mud pit when using the hydraulic method.
- I. The Contractor shall provide all labor, tools, personnel and materials required to perform and complete the drilling in a safe and efficient manner. All cuttings will be properly removed from the site by the Contractor. In the event that the Contractor's equipment is judged unsatisfactory, the Contractor will be expected to replace the unsatisfactory equipment with equipment which is acceptable to the Engineer, and within sufficient time to complete the Contract on schedule.
- J. It is expected that the wells will be drilled into unconsolidated deposits of gravel, sand, silt and clay. Geological conditions at the proposed well sites is not guaranteed by the Engineer or District.
- K. The contractor is responsible for determining the appropriate means in which to provide water to support drilling operations. When a well for water supply is drilled, the well shall be properly abandoned following construction. The Contractor is responsible for determination of the groundwater table depth in preparing his bid. Where available, the Contractor will be permitted to utilize District owned fire hydrants for water source. In these cases, a certified reduced pressure zone device shall be installed at the hydrant. If metered it will be for District record keeping only.
- L. The Contractor shall take every precaution and measure to ensure that the wells are drilled true and plumb. Plumbness of the wells shall be checked frequently during the drilling process.
- M. The Contractor shall drill the wells utilizing a rotary bit with an opening on the end to allow split spoon sampling during drilling.
- N. During the drilling operations, test cores shall be taken with a split spoon core sampler, which shall be driven vertically into undisturbed formation material in the bottom of each drilled hole. Each core shall be at least 12 inches in continuous length. Test cores shall be taken every 20 feet as described in Proposal section of these specifications to the bottom of each well.
- O. The Contractor shall furnish to the Engineer, a complete log of the various strata encountered including depths of formation changes.
- P. The Contractor shall furnish an undisturbed and unsieved 6-inch length of each core sample in a gallon size freezer zip lock back with the sample depth neatly labeled and boxed.

### 2.03 TEST CORES AND GEOPHYSICAL LOGS

- A. Test cores shall be taken with a split spoon core sampler. Each core shall be at least 12-inches in continuous length. All material at the top of the core, which is not part of the continuous core, shall be discarded.
- B. Test cores shall be taken every 20 feet commencing at the scheduled depth.

- C. The USGS may perform similar testing of each borehole.

#### 2.04 WELL CASING AND SCREEN INSTALLATION

- A. Well casing and screen installation shall be in accordance with ASTM D5092 and as indicated on each well construction drawing.
- B. The Contractor shall furnish and install 6-inch PVC pipe well casing to the depth below ground surface as specified.
- C. Casing shall be polyvinyl chloride (PVC, Type I) rigid well casing, ASTM D 1785, 320 psi, Schedule 80 for 6-inch nominal size meeting ASTM F 480-81, NSF approved, minimum of 10-foot lengths, flush threaded both ends, and PVC couplings.

SCH 80 PVC		
Nominal Size	I.D.	O.D.
6"	5.709	6.625"

- D. The Contractor shall provide all parts necessary to satisfactorily complete the casing installation. Casing shall be installed sufficiently plumb to allow installation and operation of all sampling equipment. No metal screws or clamps will be used in well construction.
- E. All screens shall be cleaned and bagged prior to delivery.
- F. Water well screen shall be Type 304 stainless steel, welded wire wound type by Johnson Screen or approved equal. Provide stainless steel to PVC transition adapter. Overall length and slot size to be approved by District prior to installation.
- G. Install filter pack around the screen and grout annular space around each well above the screen zone.
- H. The Contractor shall provide all well screens and fittings or other parts necessary for a complete installation, screen sizes from 0.0010 – 0.0060-inch shall be available for use as determined by the Engineer to facilitate pumping water free of sand.
- I. The contractor will develop each well until the water is clear and free of suspended sediment and pumping at an acceptable discharge rate as determined by the Engineer and District.
- J. Contractor shall be responsible for the removal and disposal of all cutting spoils and excess mud during construction operations.

#### 2.05 DISPOSAL OF WATER

- A. The Contractor is responsible for the disposal of water used in development of the well. The method of disposal shall be as approved by Engineer and District.
- B. The Contractor shall provide for the draining, the disposal of all water, sand and waste during drilling, developing and testing operations.
- C. No water shall be allowed to flow on public streets without a permit or if the temperature is below 32 degrees F, or is expected to drop below 32 degrees F. No water shall be allowed to flow on private property at any time.
- D. Do not discharge water containing bentonite to drainage structures.
- E. Mud pit location shall be as approved by the Engineer and District.

**2.06 ABANDONMENT OF MONITORING OR SUPPLY WELL**

- A. If the construction of the test well is deemed not suitable for use as a permanent well, in the opinion of the Engineer and District, the Contractor shall abandon the test well.
- B. The Contractor shall provide written notice to the New York State Department of Environmental Conservation (NYSDEC) Region 1 Water Unit, Attention Regional Water Quality Engineer, prior to any well abandonment.
- C. Abandonment shall be performed in strict accordance with all NYSDEC regulations and Section 331114.
- D. Restore site including regrading.

**2.07 ANNULAR SPACE BACKFILL MATERIAL**

- A. The Contractor shall furnish and place clean Type C sand in the annular space above the screen area between the well casing and the outer wall of the well hole to a minimum depth of 5 feet. Work under this item shall include but not be limited to:
  - 1. Placement of sand material at designated depth.
  - 2. Removal of obstacles restricting placement along the well casing.

**2.08 BENTONITE GROUT**

- A. The Contractor shall install a mix of bentonite grout in the annular space between the borehole wall and the well casing. All work shall be as directed by the Engineer and District. Work shall include but not be limited to:
  - 1. Opening a clear annular space by circulation of drilling fluids and removal of any obstruction.
  - 2. Mixing and placement of the bentonite slurry in one continuous operation by tremie or pumping. The tremie pipe or any conduit shall extend from ground surface to within close proximity to the seal above the gravel pack material.
- B. The intent of this Section is to mix and place a bentonite slurry between the pipe and the drilled hole at various depths to completely grout the annular space.
- C. The slurry shall be a mixture of bentonite and clean water. Potable water shall be used. The slurry must be placed by a continuous operation. The grout should be introduced at the base of the grouting interval to minimize contamination or dilution of the slurry and bridging of the mixture with upper-formation material. Slurry shall be pumped into place, not placed by gravity except when approved by Engineer and District. Any sand used in slurry shall be clean and free of stone with 100% passing the No. 20 screen. Grout must be a mix of bentonite and sand so as to prevent melting of the PVC casing during curing. Grout to be installed from top of filter pack to top of well via tremie pipe.
- D. Disposal of excess bentonite containing mud/material shall be responsibility of contractor.

**2.09 PLUMBNESS & ALIGNMENT**

- A. Each well shall be constructed plumb and true to line to the best efforts of the contractor.
- B. To demonstrate the compliance of his work with this requirement, the Contractor shall furnish all labor, materials, tools and equipment to demonstrate the plumbness of the completed test hole as

directed by the Engineer and District. The Contractor may be required to run additional tests during the performance of the work.

- C. Test pump must fit within well without conflict and be capable of producing desired flow.
- D. Failure of the contractor to meet the requirements set forth in this section shall result in the driller replacing the final well at their expense.

#### 2.10 FINISHED GRADE

- A. Top of casing shall be set within 18" of finished grade and sealed with a solid, threaded male hoist plug.
- B. Provide flush mounted H-20 steel road box even with surrounding grade. Cover shall be water resistant and marked with "Monitoring or Observation Well". Cover shall be lockable.
- C. Provide 3'x3'x6" concrete pad with welded wire reinforcing around the road box.

#### 2.11 RESTORATION

- A. Clean site of all spoils, materials and equipment.
- B. Restore areas to pre-existing conditions with proper grading, topsoil placement and seeding.
- C. Restore damaged asphaltic areas in accordance with local road agency requirements.

#### 2.12 CLOSE OUT DOCUMENTS

- A. Provide appropriate final submissions to the NYSDEC.
- B. Provide as-built drawings, completion reports and regulatory approvals to the Engineer and District.

#### END OF SECTION 331112



PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Monitoring well drilling and construction.
- B. Test cores.
- C. Well casing and screen installation
- D. Disposal of Water
- E. Abandonment of boring
- F. Clean-up and site restoration.

1.02 STANDARD SPECIFICATIONS

- A. Where reference is made in these Specifications to the Specifications of the American Society for Testing Materials (ASTM), the American Water Works Association (AWWA) or other societies, the portion referred to shall be read into and shall be a part of this Contract and these Specifications. Materials, methods and equipment, not particularly specified, shall conform to the latest local, state and federal code requirements as they may relate to or govern the construction work.

1.03 REFERENCES

- A. ANSI/AWWA A100 – Water wells.

1.04 SUBMITTALS

- A. Submit under provisions of Section 013300.
- B. NYSDEC Drillers Preliminary Permit, Final approval, Completion Reports and As-Built..
- C. Shop Drawings: Indicate methods of drilling and monitoring well boring construction.
- D. Submit plan for disposal of all water used for construction, development and testing.
- E. Submit a complete electric, gamma ray and physical description log of the various strata encountered, including depth of formation and changes.
- F. Submit samples of any and all materials used in the construction of the monitoring well boring. Included shall be sealer, sealing medium, clay and development chemicals if used.
- G. If required, submit method for abandonment of monitoring well borings.

1.05 QUALITY ASSURANCE

- A. All work shall be performed in accordance with ANSI/AWWA A100.
- B. All work performed by the Contractor shall be in accordance with Federal, State, County and Local Codes and Ordinances

## 1.06 QUALIFICATIONS

- A. Company performing the work of this section shall have a minimum of five years documented experience in well drilling by both auger and mud rotary methods and must provide evidence of such experience with the proposal. Drilling capabilities of the Contractor's equipment for shall be up to 500 feet.
- B. The Company shall be licensed by the New York State Department of Environmental Conservation (NYSDEC) and shall comply with all regulations and requirements of the Department.
- C. The Contractor shall procure all licenses or other permits, if any, and pay all taxes, fees, charges and give notices necessary and incident to the lawful prosecution of the work.

## 1.07 RESPONSIBILITY

- A. All responsibility for the entire work and accidents occurring therewith shall rest with the Contractor constructing the Work until its completion and acceptance.
- B. The Contractor shall comply with the U.S. Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91 596) as currently amended; and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91 54), as currently amended, as a minimum requirement. In the event of conflict among said Safety and Health Regulations, the Contract Document and requirements of other regulatory agencies, the most stringent provisions shall be binding on the Contractor.
- C. The Contractor is advised of the provisions of Section 4(b)(4) of the Occupational Safety and Health Act of 1970, which states: "Nothing in this Act shall be construed to supersede or in any manner affect any workman's compensation law to enlarge or diminish or affect in any manner the common law or statutory rights, duties, or liabilities of employers and employees under any law with respect to injuries, diseases, or death or employees arising out of, or in the course of, employment."
- D. The selection of levels of personnel protective equipment is an iterative process based upon site specific conditions and available data. When no respiratory or dermal hazards exist, the Contractor shall proceed with a minimally protective work uniform consisting of coveralls, reinforced work boots and hard hats. Should the necessity for additional personnel protective equipment arise, the Contractor shall proceed accordingly and be prepared to supply such additional protection for Contractor's employees.
- E. The omission of the phrase "the Contractor shall" from these detailed Specifications shall not be construed as relieving the Contractor from full and complete performance of the work.

## 1.08 DELIVERY, STORAGE AND HANDLING

- A. Deliver, store and handle products safely to and at the site.
- B. Materials shall be stored so as to insure the preservation of their quality and fitness for the work. When considered necessary, they shall be placed on wooden platforms or other hard clean surfaces and not on the ground and shall be placed so as to facilitate proper inspection. Other private property shall not be used for storage purposes without the written permission of the Owner.

- C. Protect all materials from natural elements and animals.
- D. Gravel is to remain in its sealed packaging until it is to be placed into the well.

#### 1.09 PROTECTION OF EXISTING WORKS

- A. All existing structures, piping, utilities, fencing or materials, “herein refer to as properties”, within each site area shall be protected against damage. The Contractor shall be responsible for any damage to these existing properties during the operations and such damage shall be corrected by replacing the items damaged to their original condition and position at the Contractor's cost and expense to the satisfaction of the Engineer.
- B. The Contractor shall furnish and install temporary fence, including fabric, fence posts, etc. as directed by the Engineer for safety reasons.
- C. The Contractor shall protect and maintain the existing temporary fence at the site until the drilling equipment is removed. The Contractor shall then remove and legally dispose of the temporary fence around the well site.
- D. Within the property of the State Park, the Contractor shall protect all from damage during drill operations. Within the Park, no tree removal, pruning, cutting or clearing will be permitted for any reason.

#### 1.10 MATERIALS AND WORKMANSHIP

- A. All materials and workmanship shall be of the best quality and shall be subject to the approval of the Engineer. No deviations from the provisions of these detailed Specifications herein shall be made without written approval of the Engineer.
- B. Only first-class work shall be performed, and all materials furnished in carrying out this Contract shall be of character and quality required by these Specifications. Where no standard is specified for such work or materials, they shall be the best of their respective kinds. Any unsatisfactory work performed, or materials furnished at whatever time they may be discovered shall be immediately removed and satisfactorily replaced by the Contractor when notified to do so by the Engineer or District. Upon the completion of each Work Order, the entire work shall be delivered in satisfactory working condition.
- C. Should any work or material be required which is not denoted in these Specifications either directly or indirectly, but which is, nevertheless, necessary for the proper carrying out of the intent thereof, it is understood and agreed that the same is implied and required and that the Contractor shall perform such work and furnish such materials as fully as if they were completely delineated and described.
- D. No metal / ferrous containing material shall be used in the construction of the well. All efforts must be made to prevent any ferrous material from entering borehole during drilling and well construction.

### PART 2 – MATERIALS

#### 2 MONITORING WELL BORING DATA

- A. General Data

1. Drilling depth: 300 feet.
2. Diameter: 6-inch

## 2.02 MONITORING WELL CONSTRUCTION

- A. Any unforeseen obstacles, boulders, concrete or masonry structures, encountered during drilling, shall be demolished and disposed of by the Contractor.
- B. The Contractor shall use the auger or hydraulic method to drill appropriately sized boreholes for the purpose of installing a monitoring well at each site. The selected method of construction shall be approved by the Engineer and District prior to the commencing with drilling operations.
- C. Each borehole will be drilled to the approximate depth specified. The final depth will depend on the depth the characteristics of the strata encountered during drilling.
- D. Review of termination depth shall be provided by District.
- E. Well drillers must permit access to each of the open boreholes to the USGS and NYSDEC for approximately 8 hours.
- F. The monitoring wells shall be constructed to the depths specified. The depth may vary up or down based on test results, in which case, the bid price shall be adjusted in accordance with the Proposal.
- G. The Contractor may utilize a Polymer fluid additive for all rotary drilling called for in this Contract. The specific additive shall be approved by the Engineer and District.
- H. The Contractor shall use a portable mud pit when using the hydraulic method.
- I. The Contractor shall provide all labor, tools, personnel and materials required to perform and complete the drilling in a safe and efficient manner. All cuttings will be properly removed from the site by the Contractor. In the event that the Contractor's equipment is judged unsatisfactory, the Contractor will be expected to replace the unsatisfactory equipment with equipment which is acceptable to the Engineer, and within sufficient time to complete the Contract on schedule.
- J. It is expected that the wells will be drilled into unconsolidated deposits of gravel, sand, silt and clay. Geological conditions at the proposed well sites is not guaranteed by the Engineer or District.
- K. The contractor is responsible for determining the appropriate means in which to provide water to support drilling operations. When a well for water supply is drilled, the well shall be properly abandoned following construction. The Contractor is responsible for determination of the groundwater table depth in preparing his bid. Where available, the Contractor will be permitted to utilize District owned fire hydrants for water source. In these cases, a certified reduced pressure zone device shall be installed at the hydrant. If metered it will be for District record keeping only.
- L. The Contractor shall take every precaution and measure to ensure that the wells are drilled true and plumb. Plumbness of the wells shall be checked frequently during the drilling process.
- M. The Contractor shall drill the wells utilizing a rotary bit with an opening on the end to allow split spoon sampling during drilling.

## SECTION 331112 – MONITORING WELL CONSTRUCTION

**H2M**

- N. During the drilling operations, test cores shall be taken with a split spoon core sampler, which shall be driven vertically into undisturbed formation material in the bottom of each drilled hole. Each core shall be at least 12 inches in continuous length. Test cores shall be taken every 20 feet as described in Proposal section of these specifications to the bottom of each well.
- O. The Contractor shall furnish to the Engineer, a complete log of the various strata encountered including depths of formation changes.
- P. The Contractor shall furnish an undisturbed and unsieved 6-inch length of each core sample in a gallon size freezer zip lock bag with the sample depth neatly labeled and boxed.

### 2.03 TEST CORES AND GEOPHYSICAL LOGS

- A. Test cores shall be taken with a split spoon core sampler. Each core shall be at least 12-inches in continuous length. All material at the top of the core, which is not part of the continuous core, shall be discarded.
- B. Test cores shall be taken every 20 feet commencing at the scheduled depth.
- C. The USGS may perform similar testing of each borehole.

### 2.04 WELL CASING AND SCREEN INSTALLATION

- A. Well casing and screen installation shall be in accordance with ASTM D5092 and as indicated on each well construction drawing.
- B. The Contractor shall furnish and install 6-inch PVC pipe well casing to the depth below ground surface as specified.
- C. Casing shall be polyvinyl chloride (PVC, Type I) rigid well casing, ASTM D 1785, 320 psi, Schedule 80 for 6-inch nominal size meeting ASTM F 480-81, NSF approved, minimum of 10-foot lengths, flush threaded both ends, and PVC couplings.

SCH 80 PVC		
Nominal Size	I.D.	O.D.
6"	5.709	6.625"

- D. The Contractor shall provide all parts necessary to satisfactorily complete the casing installation. Casing shall be installed sufficiently plumb to allow installation and operation of all sampling equipment. No metal screws or clamps will be used in well construction.
- E. The Contractor shall furnish and install a 6-inch diameter bell and socket polyvinyl chloride (PVC) well screen, minimum length of 20 feet unless otherwise approved by Engineer or District.
- F. All PVC screens shall be cleaned and bagged prior to delivery
- G. Water well screen shall be of polyvinyl chloride, Schedule 80, open-ended, with standard slot, fitted on top with a MIPT (NPT) and on the bottom with a FIPT (NPT).
- H. Install filter pack around the screen and tremie pipe grouted annular space around each well.

## SECTION 331112 – MONITORING WELL CONSTRUCTION

**H2M**

- I. The Contractor shall provide all well screens and fittings or other pans necessary for a complete installation, screen sizes from 0.0010 – 0.0060-inch shall be available for use as determined by the Engineer to facilitate pumping water free of sand.
- J. The contractor will develop each well until the water is clear and free of suspended sediment and pumping at an acceptable discharge rate as determined by the Engineer and District.
- K. Contractor shall be responsible for the removal and disposal of all cutting spoils and excess mud during construction operations.

### 2.05 DISPOSAL OF WATER

- A. The Contractor is responsible for the disposal of water used in development of the well. The method of disposal shall be as approved by Engineer and District.
- B. The Contractor shall provide for the draining, the disposal of all water, sand and waste during drilling, developing and testing operations.
- C. No water shall be allowed to flow on public streets without a permit or if the temperature is below 32 degrees F, or is expected to drop below 32 degrees F. No water shall be allowed to flow on private property at any time.
- D. Do not discharge water containing bentonite to drainage structures.
- E. Mud pit location shall be as approved by the Engineer and District.

### 2.06 ABANDONMENT OF MONITORING OR SUPPLY WELL

- A. If the construction of the test well is deemed not suitable for use as a permanent well, in the opinion of the Engineer and District, the Contractor shall abandon the test well.
- B. The Contractor shall provide written notice to the New York State Department of Environmental Conservation (NYSDEC) Region 1 Water Unit, Attention Regional Water Quality Engineer, prior to any well abandonment.
- C. Abandonment shall be performed in strict accordance with all NYSDEC regulations and Section 331114.
- D. Restore site including regrading.

### 2.07 ANNULAR SPACE BACKFILL MATERIAL

- A. The Contractor shall furnish and place clean Type C sand in the annular space above and surrounding the screen area between the well casing and the outer wall of the well hole. Work under this item shall include but not be limited to:
  - 1. Placement of sand material at designated depths.
  - 2. Removal of obstacles restricting placement along the well casing.

### 2.08 BENTONITE GROUT

- A. The Contractor shall install a mix of bentonite grout in the annular space between the borehole wall and the well casing. All work shall be as directed by the Engineer and District. Work shall include but not be limited to:
  - 1. Opening a clear annular space by circulation of drilling fluids and removal of any obstruction.
  - 2. Mixing and placement of the bentonite slurry in one continuous operation by tremie or pumping. The tremie pipe or any conduit shall extend from ground surface to within close proximity to the seal above the gravel pack material.
- B. The intent of this Section is to mix and place a bentonite slurry between the pipe and the drilled hole at various depths to form collars or to completely grout the annular space.
- C. The slurry shall be a mixture of bentonite and clean water. Potable water shall be used. The slurry must be placed by a continuous operation. The grout should be introduced at the base of the grouting interval to minimize contamination or dilution of the slurry and bridging of the mixture with upper-formation material. Slurry shall be pumped into place, not placed by gravity except when approved by Engineer and District. Any sand used in slurry shall be clean and free of stone with 100% passing the No. 20 screen. Grout must be a mix of bentonite and sand so as to prevent melting of the PVC casing during curing. Grout to be installed from top of filter pack to top of well via tremie pipe.
- D. Disposal of excess bentonite containing mud/material shall be responsibility of contractor.

## 2.09 PLUMBNESS & ALIGNMENT

- A. Each well shall be constructed plumb and true to line to the best efforts of the contractor.
- B. The contractor shall make every effort to make each borehole and well as plumb as possible. Final acceptance of the completed well will require contractor to lower an 8' length of 1.5" diameter ASTM A795 (Black or Galvanized) pipe the entire length of drilled well from surface to sump and back to surface. This test pipe shall move freely through well casing during test to ensure plumpness of well is sufficient to allow future use of geophysical tools within the entire length of completed well.
- C. To demonstrate the compliance of his work with this requirement, the Contractor shall furnish all labor, materials, tools and equipment to demonstrate the plumbness of the completed test hole as directed by the Engineer and District. The Contractor may be required to run additional tests during the performance of the work.
- D. Failure of the contractor to meet the requirements set forth in this section shall result in the driller replacing the final well at their expense.

## 2.10 FINISHED GRADE

- A. Top of casing shall be set within 18" of finished grade and sealed with a solid, threaded male hoist plug.
- B. Provide flush mounted H-20 steel road box even with surrounding grade. Cover shall be water resistant and marked with "Monitoring or Observation Well". Cover shall be lockable.
- C. Provide 3'x3'x6" concrete pad with welded wire reinforcing around the road box.

2.11 RESTORATION

- A. Clean site of all spoils, materials and equipment.
- B. Restore areas to pre-existing conditions with proper grading, topsoil placement and seeding.
- C. Restore damaged asphaltic areas in accordance with local road agency requirements.

2.12 CLOSE OUT DOCUMENTS

- A. Provide appropriate final submissions to the NYSDEC.
- B. Provide as-built drawings, completion reports and regulatory approvals to the Engineer and District.

**END OF SECTION 331112**



## APPENDIX A

### NYSDEC WATER SUPPLY WELL DECOMMISSIONING RECOMMENDATIONS DIVISION OF WATER

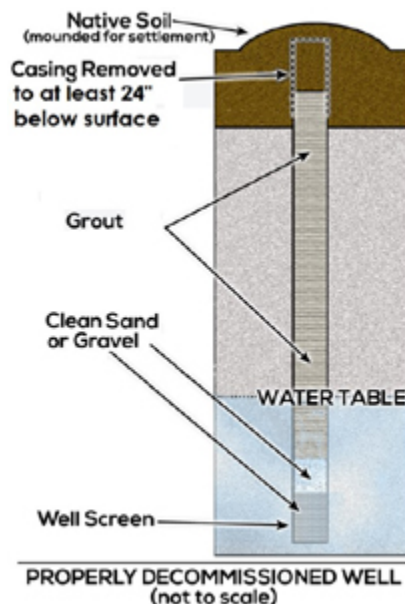
# NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Water, Bureau of Water Resource Management  
625 Broadway, Albany, New York 12233-3508  
P: (518) 402-8086 | F: (518) 402-9029  
www.dec.ny.gov

## WATER SUPPLY WELL DECOMMISSIONING RECOMMENDATIONS DIVISION OF WATER

**Note:** For decommissioning procedures associated with environmental remediation projects, please see NYSDEC Division of Environmental Remediation [Groundwater Monitoring Well Decommissioning Policy](#) (PDF, 518 KB).

To prevent groundwater contamination and hazardous ground conditions, all wells must be either maintained or properly decommissioned. Good maintenance includes protection from vandalism by use of a protective casing and a locked well cap in good condition or by welding the cover in place. Additionally the well casing should be maintained in a way to prevent surface water from entering the casing. The casing or cap should be marked with a well owner's identification and the well owner should keep a record of all well locations. Maintenance also includes inspecting the well periodically, at least once per year. If for any reason the well is not maintained it should be decommissioned. The term "abandonment" is vague and could be defined simply as neglect. Therefore think of decommissioning a well to be permanent closure.



The following procedure will ensure proper decommissioning of a well.

### I. Local and regional regulations

Prior to conducting well decommissioning, municipal authorities should be contacted to determine if there are local regulations regarding this activity. In the counties of Kings,

Queens, Nassau and Suffolk, the NYSDEC Region 1 office must be contacted (631-444-0405) prior to any well decommissioning.

**II. Written records**

Complete and accurate written records of decommissioning operations should be maintained. The information to be recorded should include the original well log and/or construction record, the type of grouting material used, volume of material used, and method of placing grouting material into the well. Upon decommissioning a well, the record of such action should be sent to the Bureau of Water Resource Management, 625 Broadway, Albany, NY, 12233-3508. Records of wells decommissioned in Kings, Queens, Nassau and Suffolk counties must be sent to the Region 1 office (see section I, above).

**III. Removal of obstructions**

Remove equipment, materials, debris, and obstructions that may interfere with sealing of the well or boring. This may include pumping equipment, drop pipe, packers, etc.

**IV. Disinfection**

The well should be disinfected using a solution of calcium hypochlorite, such as HTH, containing approximately 65% to 75% available chlorine. Common household bleach may be too weak. Calcium hypochlorite products containing fungicides, algicides, or other disinfectants should be avoided.

**V. Casing**

Appropriate measurements should be made to verify the depth of the well. Casing with an open annular space should be either grouted in place or removed. For casing removed from a collapsing formation, grout should be pumped through a tremie pipe so that during its removal the bottom of the casing remains submerged in grout.

- A. Where casing is grouted in place, the casing should be cut off at least 24 inches below grade, where practicable. For wells located in a building, upon completion of grouting the casing should be filled to floor level with no less than 12 inches of cement. Casing should be cut off not more than 3 inches from floor level. For wells terminating in a well pit, casing should be cut off not less than twelve inches below the grade established when the pit is filled.
- B. After the grout has consolidated, the top of the casing should be closed and sealed. Steel casings should be sealed with a welded steel plate; PVC casings with a permanently affixed PVC cap.

## **VI. Screened intervals**

The portion(s) of the well occupied by the well screen should be filled with clean sand or gravel (defined as being relatively free of clay and organic matter). The filling should be no less permeable than the formation surrounding the well screen and should extend no more than three feet above the top of the screen.

## **VII. Grouting of the well**

The entire casing, including riser annular spaces between casings should be filled. Sealing materials should have bearing strength sufficient to prevent subsidence and support traffic or building loads. Note that the use of too much bentonite in the grout mix can lead to excessive shrinkage and cracking.

- A. Slurry mixture and pumping - When a bentonite slurry, neat cement slurry or concrete slurry is used, it should be placed into the well under pressure via a tremie pipe of at least one inch inside diameter. At the start of operations, the tremie pipe is placed at the bottom of the well to avoid segregation or dilution of sealing materials. The tremie pipe should be submerged in the slurry at all times during slurry placement. The tremie pipe may be raised slowly as grout is introduced to the casing or hole. Placing of grout should be continuous until grout appears at the top of the casing, at which time the tremie pipe may be removed. If the tremie pipe remains at the bottom of the well during grout emplacement, remove the pipe prior to grout hardening.
- B. Cement slurries - Neat cement or concrete slurries should be prepared by adding cement or sand-and-cement to the calculated required volume of clean water. The material should be adequately mixed until it is free of lumps, then immediately pumped into the well without delay.
- C. Coarse grade or pelletized bentonite - Where coarse grade or pelletized bentonite is used, it should be poured slowly into the top of the well to avoid bridging of material in the casing or borehole. Pellets or coarse bentonite should be placed into the well by pouring at an even rate not to exceed fifty pounds per five minute interval. Fine bentonite particles which accumulate in the bottom of the shipping container should not be used. A work pipe or weighted drop string should be placed in the well and the height of accumulated plugging material measured after each 50 pounds of bentonite is placed in the well. If measurement indicates that bridging of plugging material has occurred, a work pipe, drill rods, or other weighted device should be run into the casing to break the bridge. The plugging operation should continue until the bentonite appears at the surface. Water should then be placed into the casing to promote expansion of the bentonite above the static water level.

- D. Additional sealing recommendations for wells or borings in unconsolidated materials.
1. It is recommended that the portion of a well adjacent to unconsolidated material be filled with bentonite grout, high solids bentonite grout, or neat cement grout. Concrete grout is most appropriate for grouting in the dry portion of the hole.
  2. A dug well 16 inches or greater in diameter may be sealed by pouring at a rate sufficient to completely fill the well without bridging using:
    - a. uniformly mixed dry bentonite powder or granular bentonite and sand in a ratio of one part bentonite to five parts sand;
    - b. clean unconsolidated materials with a permeability of 10-6 centimeters per second or less; or
    - c. concrete grout.
- E. Additional sealing recommendations for wells or borings in rock - Lost circulation can occur when sealing a bedrock well that intersects fractures. Care must be taken to bridge or seal fractures to prevent excessive loss of grout and ensure that the fracture is sealed. Application of lost circulation prevention methods may be required. Any materials added to a cement or bentonite slurry for this purpose must not pose a contamination risk to groundwater. Wells penetrating cavernous rock may require placement of a bridge in competent rock over the void. Grout is then placed above the bridge.

#### **VIII. Sealing flowing wells**

For flowing wells the integrity of the exterior casing seal should be tested prior to decommissioning the well. To test the seal, the well should be capped for a period of one week and checked for any leakage around the outside of the casing. If leakage occurs, the casing exterior must be resealed prior to well decommissioning. Once leakage has been eliminated, the interior of the well casing should be pressure grouted. The Department should be notified when a well cannot be sealed as described. Alternately, and depending on the pressure head, the casing can be extended upward until no water flows over the top. For more information on sealing flowing wells, see the [Michigan Department of Environmental Quality Flowing Well Handbook \(PDF, 862 KB\)](#) (leaves NYSDEC website).

#### **IX. Site restoration**

Well pits should be filled with clean soil to the established grade level. Upon completion of well decommissioning, the site should be restored to a condition that reasonably approaches the original condition of the property prior to the start of work. The work area should be graded to conform to existing ground contours. All materials, debris, tools, machinery, sealing material, grease, or other materials which have accumulated at the site should be removed and/or disposed of properly and in accordance with law.

NOTE: When an active well becomes inactive, please fill out [NYSDEC's Well Abandonment and Decommissioning form \(PDF, 138 KB\)](#).