

## CONTRACT AND SPECIFICATIONS

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

### **DEFRIEST PUMP STATION CONTROL PANEL REPLACEMENT**

#### **CONTRACT E – ELECTRICAL CONSTRUCTION**

Project No: RDSD 2201

Town Bid # 2022-01

**SUPERVISOR**  
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**JANUARY 2023**

**Prepared by:**

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**TOWN OF RIVERHEAD SEWER DISTRICT  
CONTRACT AND SPECIFICATIONS  
FOR  
DEFRIEST PUMP STATION CONTROL PANEL REPLACEMENT  
CONTRACT E – ELECTRICAL CONSTRUCTION  
H2M PROJECT NO.: RDSD 2201**

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NOTICE TO BIDDERS

The Town Board of Riverhead will receive bids for the following contract:

**DEFRIEST PUMP STATION CONTROL PANEL REPLACEMENT**

**CONTRACT E - ELECTRICAL CONSTRUCTION**

**H2M PROJECT NO.: RDSD 2201**

for the Riverhead Sewer District at the Town Clerk's office, Town Hall, 200 Howell Avenue, Riverhead, New York 11901, at 11:00 AM prevailing time, on **Thursday, February 23, 2023**, at which time and place the bids will be publicly opened and read.

Plans and specifications may be examined on, or after, **Thursday, January 26, 2022**, by visiting the Town of Riverhead website: [townofriverheadny.gov](http://townofriverheadny.gov) and click on "Bid Requests".

All bid documents are to be obtained from the Town of Riverhead Website. Separate registration of bid documents holder under the "Notifications" section of the Town of Riverhead website is required in order to receive updates or notices regarding this project, which will only be distributed via the 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 informalities, 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 SEWER DISTRICT

DIANE M. WILHELM, TOWN CLERK

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**1. RECEIPT AND OPENING OF BIDS**

Pursuant to Town Board Resolution, the Town of Riverhead invites bids on the forms herein provided for the DEFRIEST PUMP STATION CONTROL PANEL REPLACEMENT, CONTRACT E – ELECTRICAL CONSTRUCTION, CONTRACT No. RDSD 2201; 200 Howell Avenue, Riverhead, New York, time, date and place indicated in the Notice to Bidders.

**2. PLAN DEPOSITS**

Plan deposits are not required. No hard copies of the bid plans will be issued. All bid documents shall be obtained from the Town of Riverhead website in electronic PDF format.

**3. PLANS AND SPECIFICATIONS**

Complete sets of Plans and Specifications for the inspection of prospective bidders will be found on file with the Town Clerk, Town of Riverhead, Town Hall, 200 Howell Avenue, Riverhead, New York, and at the office of H2M architects + engineers, 538 Broad Hollow Road, 4<sup>th</sup> Floor East, Melville, New York.

All contractors must input their names, telephone numbers, fax numbers, and correct mailing addresses to access of the Plans and Specifications from the Town website.

**4. 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.

**5. 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 and character of excavation and extent of dewatering to be made or the nature of the work to be done.

**6. FORM, PREPARATION AND PRESENTATION OF PROPOSAL**

In submitting the bid, the bid sheets furnished are to be filled in but not detached from the Contract Form. In no case is the Contract Form to be filled in or signed by the bidder. 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 separately marked for each contract a bid is submitted for:

**"DEFRIEST PUMP STATION CONTROL PANEL REPLACEMENT, CONTRACT E – ELECTRICAL CONSTRUCTION, CONTRACT No. RDSD 2201"**

but otherwise unmarked. All blank spaces for bid prices must be filled in, in ink, in both words and figures, with the total or gross sum for which the bid is made. Bids that contain any omission, erasure, alteration, addition or items not called for in the itemized bid form or that contract irregularities of any kind may be rejected. In case of discrepancy between the unit price and total amount bid for any item, the unit price, as expressed in words, shall govern.

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

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

Bids will be compared by total amounts; said total amount being the sum of the products of the quantities multiplied by the unit prices bid for the various unit price items, with due consideration being given to the lump sum prices bid and stipulated amounts 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 may not be considered valid which does not include bids for all items in the Proposal.

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.

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.

## **7. BID SECURITY**

- (A) The bid must be accompanied by a certified check on the solvent bank or trust company with its principal place of business in New York State, or an acceptable bid bond, in an amount equal to not less than five percent (5%) of the total bid, made payable to the Town of Riverhead (herein identified as the Town), as assurance that the bid is made in good faith. The certified checks or bid bonds will be returned after execution of the contract between the Town and the successful bidder; the certified check or bid bond of the successful bidder will be retained until filing and approval of the Performance Bond and until the completion of ten percent (10%) of the work under the contract.
- (B) The successful bidder, upon his failure or refusal to execute and deliver the contract insurance and bonds required within fourteen (14) days after the date of notice of the acceptance of his bid, shall forfeit to the Town, as liquidated damages for such failure or refusal, the security deposited with his bid.
- (C) Each proposal must also be accompanied by a Letter of Intent from a surety company acceptable to the Town, which letter shall assure the Town that the bidder, if awarded the Contract, will be able to secure from the surety the required bonds in the required amounts.

## **8. QUALIFICATIONS OF BIDDERS**

- (A) Forms or qualifications of bidders, giving evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the work will be provided, and the three lowest bidders shall be prepared to file at the option of the Town said form, properly filled in and sworn to in the Office of the Town Clerk within seven (7) days after the opening of bids.
- (B) Information contained in any statement of financial ability shall be not more than thirty (30) days old at the time of submission. If a financial statement is already on file with the Town Clerk, a new one need not be submitted provided the information contained therein is not more than thirty (30) days old at the time of the opening of bids and provided the contractor has not materially changed since submission of said statement.

**9. REJECTION OF BIDS**

- (A) The Town Board reserves the right to waive any informalities in, or reject any bid if the evidence submitted in the qualifications statement or an investigation of such bidder fails to satisfy the Town Board that such bidder is reputable, reliable and responsible, and that they possess the necessary qualifications (financial, labor, equipment and otherwise properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. The Board reserves the right to reject any and all bids which do not conform to the Proposal. Conditional bids will not be accepted.
- (B) 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.
- (C) The Town Board reserves the right to reject any and all bids, in whole or in part, to waive any information in any or all bids, and to accept the bid or part thereof which it deems most favorable to the Town after all bids have been examined and/or checked. No bid shall be withdrawn for a period of forty-five (45) days after being publicly opened and read.
- (D) The Town Board reserves the right to reject any bids, in whole by a low bidder in which the owner of the low bidder has violated Prevailing Wage and Supplemental Payment Requirements of the Labor Law, and any other labor provisions, including but not limited to child labor violations, failure to pay wages, or unemployment insurance tax delinquencies within the past five (5) years. An owner is defined in this paragraph as an individual who owns more than 50% of a past or present company.

**10. WITHDRAWAL OF BID**

- (A) Any bid may be withdrawn prior to the Bid Opening Date and Time specified above or authorized postponement.
- (B) Bids may not be withdrawn before forty-five (45) days after the Bid Opening Date and Time, unless a clerical mistake or error is claimed by the Bidder.
- (C) If a Bidder claims to have made a clerical mistake or error in his Bid, he shall notify the Owner within the time limitations set forth in General Municipal Law Section 103 (11) (a)

together with all documentary evidence in support of the Bidder's claim of a bid mistake or error.

**11. BIDDER'S RESPONSIBILITY**

- (A) The Bidder shall include the complete cost of furnishing all materials, labor and equipment necessary to complete the work in accordance with the plans and specifications, including all other expenses incidental thereto.
- (B) Bidders must examine the plans and specifications and exercise their own judgment as to the nature and amount of the whole of the work to be done, and for the bid prices, must assume all risks of variance by whomever made in computation or statement of amounts or quantities necessary to fully complete the work in strict compliance with the contract documents.
- (C) The contractor shall assume all risks and responsibility and shall complete the work in whatever material and under whatever conditions he may encounter or create, without extra cost to the Town.
- (D) 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.
- (E) No plea of ignorance or misunderstanding of conditions that exist or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work under this contract, as a result of failure to make the necessary examinations and investigations, will be to fulfill in every detail all of the requirements of the contract documents, or will be accepted as a basis for any claims whatsoever for extra compensation or for extension of time.

**12. SIGNATURE OF CONTRACTOR**

The bidder to whom a contract may be awarded shall appear at the office of the Town Board, with the surety documents 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.

**13. CONSTRUCTION TERMS AND CONDITIONS**

The successful bidder is warned that the work specified in the Conditions of Contract, together with the Information to Bidders, Form of Bid, Plans and Specifications and Instruction of the Town Engineer, or his duly authorized representative, will be strictly enforced.

**14. SECURITY FOR FAITHFUL PERFORMANCE AND MAINTENANCE**

The successful bidder shall be required to furnish at the execution of the contract an executed bond of a surety company authorized to do business in the State of New York and approved by

the Town Board, in an amount equal to 100% of the total amount of the contract, guaranteeing to the Board the faithful performance of the contract and payment of all claims for materials, labor and wages in connection therewith. Prior to the release of the Performance Bond, the Contractor shall deliver to the Town a Maintenance Bond equal to 100% of the total contract price, including all extras which shall remain in effect for a period of one (1) year from the date of the Engineer's approval of the final payment request as a Guarantee Bond.

#### **15. FOREIGN CONTRACTORS**

Foreign contractors must comply with the provisions of Articles 9A and 16 of the Tax Law, as amended, prior to submission of a bid for the performance of this work. The certificate of the New York State Tax Commission to the effect that all taxes have been paid by the foreign contractor shall be conclusive proof of the payment of taxes. The term "foreign contractor" as used in this subdivision means in the case of an individual, a person who is a legal resident of another state or foreign country; and in the case of a foreign corporation, one organized under the laws of a state other than the State of New York.

#### **16. LIEN LAW**

Attention of all persons submitting bids is specifically called to the provisions of Section 25, Subdivision 5, Section 25A and 25B of the Lien Law, as amended, in relation to funds being received by a contractor for a public improvement declared to constitute trust funds in the hands of such contractor to be applied first to the payment of certain claims. Pursuant to Section 220-a of the Labor Law all contractors and subcontractors and subcontractors to subcontractors shall file an affidavit attesting to the payment to employees.

#### **17. SUBCONTRACTORS AND SUPPLIERS**

Within five days after receipt from the Town Engineer, or his representative, of notice to begin work, the contractor will furnish written notice of names of all subcontractors to be employed on the project and the general items of work to be done by them. Simultaneously, the contractor shall furnish written notice of the names and suppliers of materials to be used on the project. The town may disapprove, for good cause, any subcontractor or material supplier selected by the contractor by giving written notice of its disapproval within five (5) days after receiving the names of subcontractors and material suppliers, to the contractor who shall thereupon promptly notify the town of the names of the subcontractor or material supplier selected in replacement which shall again be subject to approval by the town.

#### **18. PENAL LAW**

Attention is called to Section 1918 of the Penal Law as follows:

##### Construction or blasting near pipe conveying combustible gas

No person shall discharge explosives in the ground, nor shall any person other than a state or county employee regularly engaged in the maintenance and repair thereof excavate in any then existing street, highway, or public place, unless notice thereof in writing shall have been given at least seventy-two (72) hours in advance to the person, corporation or municipality engaged in the distribution of gas in such territory. The person having direction or control of such work shall give such notice, and further he shall ascertain whether there is within one hundred (100) feet in such street, highway or public place, or in the case of a proposed discharge of explosives within a radius of two hundred (200) feet of such discharge, any pipe of any other person, corporation or municipality conveying combustible gas, and if thereby any such pipe, he shall also five such

notice to any other such person, corporation or municipality. Provided, however, that in any emergency involving danger to life, health, or property it shall be lawful to excavate without using explosives if the notices prescribed herein are given as soon as reasonably possible, and to discharge explosives to protect a person or persons from an immediate and substantial danger of death or serious personal injury if such notices are given before any such discharge is undertaken. Any such work shall be performed in such manner as to avoid danger to any pipe conveying combustible gas. Any violation of the provisions of this section shall be a misdemeanor.

**19. REFUSAL TO WAIVE IMMUNITY**

Pursuant to the provisions of Section 103-A of the General Municipal Law, in the event that the bidder or any members, partner, director or officer of the bidder, should refuse when called before a grand jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or official of the State, of any political subdivision thereof or of an authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant questions concerning such transaction or contract, such person, and any firm, partnership or corporation of which he is a member, partner, firm director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency, or official thereof, for goods, work or services, for a period of five (5) years after such refusal, and any and all contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of July, 1959, by, such person and any firm, partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid.

**20. ADDENDA AND INTERPRETATIONS**

Every request for information or interpretation of the Contract Documents or Drawings must be addressed in writing to Christopher A. Weiss, P.E., Discipline Director of Wastewater Engineering, H2M architects + engineers, 538 Broad Hollow Road, 4<sup>th</sup> Floor East, Melville, New York, 11747 and to be given any consideration, must be received at least five (5) days prior to the date fixed for the opening of bids. Request for information or interpretation of the Contract Documents or Drawings will only be evaluated and considered if made by registered plan holders as recorded on the Town's website. Any such interpretations or supplemental instructions will be in the form of written addenda, and will be posted on the Town's website for access by all prospective bidders/registered plan holders. The failure of any bidder to receive any such addenda will not relieve the bidders of any obligations under his bid as submitted. Any addenda so issued shall become part of the Contract Documents.

**21. LIQUIDATED DAMAGES**

Liquidated damages in the amount of One Thousand Dollars and 00 Cents (\$1,000.00) will be assessed for each consecutive calendar day of delay not excusable as provided in the Contract Documents.

**22. EXEMPTION FROM SALES AND USE TAXES**

In accordance with Chapter 513 of the laws of 1974 adopted by the New York State Legislature, amending Section 1115(a) of the tax law, specifically paragraphs 15 and 16, political

subdivisions, as described in subdivision (a) paragraph (L) of Section 1116 of the tax laws, of the State of New York are exempt from the payment of sales and use taxes imposed on tangible personal property within the limitations specified in tax law 115 (a) (15) and (16).

- (15) Tangible personal property sold to a contractor, subcontractor or repairman for use in erecting structure or building of an organization described in subdivision (a) of Section 116, or adding to, altering or improving real property, property or land of such an organization, as the terms real property, property and land are defined in the real property tax law; provided, however, no exemption shall exist under this paragraph unless such tangible personal property is to become an integral component part of such structure, building or real property.
- (16) Tangible personal property sold to a contractor or repairman for use in maintaining, servicing or repairing real property, or land of an organization described in subdivision (a) of Section 116, as the terms real property, property or land are defined in the real property tax law; provided, however, no exemption shall exist under this paragraph unless such tangible personal property is to become an integral component part of such structure, building or real property.

Contractors entering into contract with the Town of Riverhead shall be exempt from payment of sales and use tax described above. Procedures and forms are available to the contractor direct from the Instructions and Interpretations Unit, State of New York, Department of Taxation and Finance, State Campus, Albany, New York 12227.

#### **23. METHOD OF AWARD**

All bids will be compared based on the lowest bid price(s) submitted for the work to be done in addition to the qualifications of the bidder. Bidder may be requested to submit additional information such as references.

#### **24. TIME FOR COMMENCEMENT OF WORK**

The bidder, when submitting his bid, must be prepared to commence work not later than Twenty Eight (28) days after receiving a Notice to Proceed.

Work shall commence as stipulated in the construction schedule provided by the Town of Riverhead or alternate schedule provided by the Contractor which alternate schedule is acceptable to the Town and shall meet the stipulations of this contract. The entire work must be satisfactorily completed and the project improvements available for use within the completion time stipulated. For additional information see Conditions of Contract, Section 5, Time of Completion.

#### **25. PAYMENT**

Upon completion of the work under this contract, the contractor shall notify the Town Engineer of his completion. The Town Engineer will then make a final inspection and submit to the contractor a "punch list" if required. Upon final acceptance of the work by the Town Engineer, the contractor shall be paid one lump sum payment equal to the amount bid herein minus previous payments and plus or minus other contract approved charge orders. Contractor shall submit a Receipt on company letterhead in the amount billed, a signed Town of Riverhead Voucher, Certified Payroll Records, Wage Disclaimer and the No Lien Affidavit attesting to the payment of employees. Payment shall not be processed until all necessary paperwork is received.

#### **26. NYS LABOR LAW**

The contractor and each and every subcontractor performing work at the site of the project to which this contract relates shall comply with the applicable provisions of the Labor Law, as amended, of the State of New York.

**27. NYS WAGE RATES**

The rates of wages determined by the New York State Industrial Commissioner pursuant to the Labor Law, which are to be paid on this project, are set forth herein immediately following:

**PREVAILING WAGE RATES**

**CURRENT PREVAILING WAGE RATES SCHEDULE  
PRESENTED ON THE PAGES DIRECTLY FOLLOWING THIS  
INSTRUCTION TO BIDDERS SECTION**

**28. FEDERAL LABOR LAW**

If this project is being assisted by funding from the Federal Government of the United States of America under one or more current federal funding programs, and as such, the performance of all work contemplated under the terms and conditions of this set of plans, specifications and related documents must conform to certain basic and specific standards and requirements of both Federal and New York State governments.

**29. FEDERAL WAGE RATES**

The rates of wages determined by the Federal Government of the United State of America pursuant to the Labor Law, which are to be paid on this project, are set forth herein immediately following:

**30. INSURANCE REQUIRED BY THE TOWN OF RIVERHEAD**

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 successful bidder will be required to procure and pay for the following types of insurance, in accordance with the provisions of the Conditions of Contract:

- (A) Workers' Compensation Insurance.
- (B) Public Liability and Property Damage.
- (C) Contractor's Liability and Contractor's Property Damage.
- (D) Owner's Protective Public Liability and Property Damage.

Insurance documents meeting the requirements of Conditions of Contract, Section 38, Contractor's Insurance, shall be submitted within 14 calendar days from the date of award. Failure to provide acceptable insurance certificate(s) within this time frame shall result in the termination of Primary Contractor status.

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.

**31. TERM OF CONTRACT**

The term of this contract shall be until the completion date set by the Notice to Proceed and the length of contract time (calendar days) as stipulated in the Proposal Form. The Town of Riverhead shall have the option of extending this contract upon good cause shown by the Contractor.

**32. CERTIFIED PAYROLL RECORDS**

State of New York Department of Labor

On September 10, 1997, Governor Pataki signed into law Assembly Bill 6394-B amending Article 8, Section 220, of the NYS labor Law to include the following language:

Every contractor and sub-contractor shall submit to the department of jurisdiction within thirty (30) days after issuance of its first payroll, and every thirty (30) days thereafter, a transcript of the original payroll record, as provided by this article, subscribed and affirmed as true under penalties of perjury. The DEPARTMENT OF JURISDICTION shall be required to receive and maintain such payroll records.

The original payrolls or transcripts shall be preserved for three years from the completion of the work on the awarded project.

This law took effect on November 9, 1997.

Form WH-347 Inst. is included in this package for contractor's convenience and must be completed, for the current payment request period, including all payroll information for all employees and subcontractor employees including but not limited to laborers, mechanics, foremen, supervisors, etc.

**PERSONAL PERFORMANCE FORM  
STATEMENT TO BE SUBMITTED  
WHEN WORK IS PERFORMED PERSONALLY  
(SECTION 10001, TITLE 18, US CODE)**

I, \_\_\_\_\_, hereby certify that I am the \_\_\_\_\_ of \_\_\_\_\_

<b>Title</b>	<b>Name of Firm Submitting Statement</b>
--------------	--

for \_\_\_\_\_

<b>Prime Contractor or Subcontractor</b>	<b>Nature of Work</b>
--	-----------------------

at \_\_\_\_\_, located in \_\_\_\_\_

<b>Name of Building work being done</b>	<b>City and State</b>
---	-----------------------

under contract number \_\_\_\_\_

<b>Government Contract No. (See No. 3 Below)</b>	
--	--

that \_\_\_\_\_

**State All Work or List the Specific Classes of Work**

was done personally by \_\_\_\_\_

<b>Names of Person(s) Performing Work &amp; Their Connection</b>	
--	--

w/ Firm \_\_\_\_\_

\_\_\_\_\_

that no wages were received for the labor performed; that no mechanics or laborers were employed in the prosecution thereof; and that the work was done during the following periods: \_\_\_\_\_ to \_\_\_\_\_

<b>Beginning Date</b>	<b>Ending Date</b>
-----------------------	--------------------

Last date on which work was performed at the site was \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

Section 100001 of Title 18 of the United States Code (Criminal Code and Criminal Procedures) shall apply to such statements – 72 Stat 887, 18 U.S.C., among other things, provides that whoever knowingly and willfully makes or uses a document or writing containing any false, fictitious or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000 or imprisoned not more than five years, or both).

**Instructions for Submission of Statements of Work Performed Personally**

1. Prime contractors or subcontractors who perform the work are required to submit in lieu of weekly statements of compliance and payrolls with respect to the payment of wages pursuant to the Copeland Anti-kickbacks regulations, a certified statement clearly showing (1) their contractual relationship,; (2) the scope and dates of work performed (3) that they received no wages; and (4) that no mechanics or laborers were employed in the prosecution of the work. The aforementioned sample form sets forth the wording described for such certified statements.
2. Prime contractors are responsible for the submission of the certified statements of subcontractors. Subcontractors' statement should be forwarded to the prime contractor for transmission to the Government contracting officer or his designated representative. Statements of prime contractors and subcontractors should be submitted as soon as possible after the last date on which work was performed at the site.
3. To facilitate identification of the project involved, prime contractors should provide their subcontractors with the Government contract number (if exists) or project name as called for on statement form.
4. Prime contractors should furnish their subcontractors with copies of the sample statement form so as to facilitate submission of the necessary information.

**33. NO LIEN AFFIDAVIT & WAGE DISCLAIMER**

State of New York Department of Labor

Pursuant to Section 220-a of the New York State Labor Law all contractors, subcontractors and subcontractors to subcontractors must file an affidavit pertaining to the payment of all laborers and mechanics, exclusive of supervisory employees.

Affidavit Form 220 and Town of Riverhead Wage Disclaimer Form is included in this package for contractor's convenience. Unless given at later date, leave project number blank.

NOTE: Bidders are advised that this is not a contract authorizing any work. It is the option of the Town to authorize work at any time of the year. Any Town department or agency can use this contract.

MUNICIPAL CORPORATION

TOWN OF RIVERHEAD  
200 HOWELL AVENUE  
RIVERHEAD, NY 11901

CONTRACT NAME: \_\_\_\_\_ PROJECT No.: \_\_\_\_\_

## AFFIDAVIT

Pursuant to Section 220-a of the Labor Law and Town of Riverhead Requirements  
 Note: All contractors, subcontractors, and subcontractors of subcontractors must file this  
 statement for each payment period requested.

I, \_\_\_\_\_, \_\_\_\_\_  
 Name Title

of \_\_\_\_\_ Contractor  
 Name of Firm \_\_\_\_\_ Subcontractor  
 Project No.: \_\_\_\_\_ With: \_\_\_\_\_  
 Contractor Name

for \_\_\_\_\_  
 Indicate Nature of Work

at \_\_\_\_\_ hereby certify that all laborers have been paid in full for  
 period ended \_\_\_\_\_, 20 \_\_\_\_\_. and that there is now due and owing from  
 it/me to any and all laborers (laborers include all laborers, mechanics, foremen and supervisory  
 employees) for daily or weekly wages or supplements on account of labor performed upon the  
 work under said contract, the following amounts to the persons whose names are set forth below  
 opposite such amounts. (If none, so state.)

\$ \_\_\_\_\_ due and owing to \_\_\_\_\_  
 \$ \_\_\_\_\_ due and owing to \_\_\_\_\_  
 \$ \_\_\_\_\_ due and owing to \_\_\_\_\_  
 \$ \_\_\_\_\_ due and owing to \_\_\_\_\_

Use additional sheet if necessary.

I further certify that I have contracted with the firms listed below as subcontractors, for labor to be  
 performed upon the work under said contract for the current pay period requested. (If none, so  
 state.)

Names and Address of Subcontractors	Type of Work
_____	_____
_____	_____
_____	_____

Use additional sheet if necessary

\_\_\_\_\_  
 Signature

STATE OF NEW YORK

SS:

COUNTY OF: \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_, personally appeared before me \_\_\_\_\_ to me known and known to me who being by me duly sworn said that he is \_\_\_\_\_  
(Officer)  
of \_\_\_\_\_ the \_\_\_\_\_  
(Contractor or Subcontractor) (Corporation or Partnership)  
for which he executed the foregoing statement, for and in behalf of the said \_\_\_\_\_  
contractor; that he has read the said statement so signed by him and known to be the seal  
thereof and that the same is true and to his own knowledge.

Dated: \_\_\_\_\_

Notary Public

Section 220-c Labor Law. Any Contractor or subcontractor who shall upon his oath verify any statement required to be filed under this act which is known by him to be false, shall be guilty of perjury and punishable as provided by Section One Thousand Six Hundred and Thirty Three of the Penal Law.

TOWN OF RIVERHEAD  
WAGE DISCLAIMER

Note: All contractors, subcontractors, and subcontractor of subcontractors must file this statement for each payment period request.

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

TO: TOWN OF RIVERHEAD

FROM: \_\_\_\_\_  
(Contractor)

PROJECT: \_\_\_\_\_

To our knowledge, the laborers listed on the attached certified payrolls have been paid the prevailing wage rates as established by the Department of Labor.

---

Signature

---

Title

---

Date



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Town of Riverhead

Larry Loesch, Staff Engineer  
538 Broadhollow Road  
Melville NY 11742

Schedule Year 2022  
Date Requested 07/21/2022  
PRC# 2022008517

Location Riverhead  
Project ID# RDSD2201  
Project Type Replacement of Control Panel

## PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

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

The schedule is effective from July 2022 through June 2023. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website [www.labor.ny.gov](http://www.labor.ny.gov). Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

### NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: \_\_\_\_\_

Date Cancelled: \_\_\_\_\_

Name & Title of Representative: \_\_\_\_\_

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

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

### **Introduction**

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

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

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

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

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

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

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

### **Hours**

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

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

### **Wages and Supplements**

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

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

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

### **Payrolls and Payroll Records**

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

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

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

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

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

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

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

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

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

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

## **Withholding of Payments**

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

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

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

## **Summary of Notice Posting Requirements**

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

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

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

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

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

## **Apprentices**

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

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

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

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

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

## **Interest and Penalties**

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

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

## **Debarment**

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

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

## **Criminal Sanctions**

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

## **Discrimination**

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

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

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

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

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

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

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

### **Workers' Compensation**

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

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

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

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

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

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

### **Unemployment Insurance**

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



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Town of Riverhead

Larry Loesch, Staff Engineer  
538 Broadhollow Road  
Melville NY 11742

Schedule Year 2022  
Date Requested 07/21/2022  
PRC# 2022008517

Location Riverhead  
Project ID# RDSD2201  
Project Type Replacement of Control Panel

### Notice of Contract Award

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

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

### Contractor Information

All information must be supplied

Federal Employer Identification Number: _____		
Name: _____		
Address: _____ _____		
City: _____	State: _____	Zip: _____
Amount of Contract:	\$ _____	Contract Type:
Approximate Starting Date:	/ /	<input type="checkbox"/> (01) General Construction
Approximate Completion Date:	/ /	<input type="checkbox"/> (02) Heating/Ventilation
		<input type="checkbox"/> (03) Electrical
		<input type="checkbox"/> (04) Plumbing
		<input type="checkbox"/> (05) Other : _____

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

### **Social Security Numbers on Certified Payrolls:**

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

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

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

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site. Failure to post the notice can result in penalties of up to \$1,500 for a first offense and up to \$5,000 for a second offense. The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, <https://dol.ny.gov/public-work-and-prevailing-wage>

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

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

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

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

(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:

<ul style="list-style-type: none"><li>• <b>Civil Penalty</b></li><li>• <b>Criminal Penalty</b></li></ul>	<p>First offense: Up to \$2,500 per employee</p> <p>Subsequent offense(s): Up to \$5,000 per employee</p> <p>First offense: Misdemeanor - up to 30 days in jail, up to a \$25,000 fine and debarment from performing public work for up to one year.</p> <p>Subsequent offense(s): Misdemeanor - up to 60 days in jail or up to a \$50,000 fine and debarment from performing public work for up to 5 years.</p>
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**If you have questions about your employment status or believe that your employer may have violated your rights and you want to file a complaint, call the Department of Labor at (866) 435-1499 or send an email to [dol.misclassified@labor.ny.gov](mailto:dol.misclassified@labor.ny.gov). All complaints of fraud and violations are taken seriously. You can remain anonymous.**

**Employer Name:**

IA 999 (09/16)

# Attention Employees

THIS IS A: **PUBLIC WORK  
PROJECT**

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

Chapter 629 of  
the Labor Laws  
of 2007:

**These wages are set by law and must be posted at the work site. They can also be found at:**

**<https://dol.ny.gov/public-work-and-prevailing-wage>**

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

Albany	(518) 457-2744	Patchogue	(631) 687-4882
Binghamton	(607) 721-8005	Rochester	(585) 258-4505
Buffalo	(716) 847-7159	Syracuse	(315) 428-4056
Garden City	(516) 228-3915	Utica	(315) 793-2314
New York City	(212) 932-2419	White Plains	(914) 997-9507
Newburgh	(845) 568-5156		

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

Contractor Name:

\_\_\_\_\_

Project Location:

\_\_\_\_\_

## Requirements for OSHA 10 Compliance

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

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

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

Proof of completion may include but is not limited to:

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

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

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

## **WICKS**

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

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

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

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

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

Contractors must pay subcontractors within a 7 days period.

(07.19)

## Introduction to the Prevailing Rate Schedule

### Information About Prevailing Rate Schedule

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

#### Classification

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

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

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

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

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

#### Payrolls and Payroll Records

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

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

#### Paid Holidays

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

#### Overtime

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

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

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

#### Supplemental Benefits

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

#### Effective Dates

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

#### Apprentice Training Ratios

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

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

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

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

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

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

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

## Suffolk County General Construction

### Asbestos Worker

07/01/2022

#### JOB DESCRIPTION Asbestos Worker

DISTRICT 4

#### ENTIRE COUNTIES

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

#### WAGES

Per Hour: 07/01/2022

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

07/01/2022

#### JOB DESCRIPTION Boilermaker

DISTRICT 4

#### ENTIRE COUNTIES

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

#### WAGES

Per Hour: 07/01/2022

Boilermaker	\$ 63.38
Repairs & Renovations	63.38

#### SUPPLEMENTAL BENEFITS

Per Hour:

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

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

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

#### OVERTIME PAY

See (D, O) on OVERTIME PAGE

Repairs & Renovation see (B,E,Q)

#### HOLIDAY

Paid:	See (8, 16, 23, 24) on HOLIDAY PAGE
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Overtime:	See (5, 6, 8, 11, 12, 15, 16, 22, 23, 24, 25) on HOLIDAY PAGE
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NOTE: \*Employee must work in pay week to receive Holiday Pay.

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

### REGISTERED APPRENTICES

Wage per hour:

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

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

Supplemental Benefits Per Hour:

Apprentice(s)	32% of Hourly Wage Paid Plus Amount Below
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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

07/01/2022

**JOB DESCRIPTION** Carpenter

**DISTRICT 8**

### ENTIRE COUNTIES

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

### WAGES

Per hour: 07/01/2022

Piledriver	\$ 67.70
Dockbuilder	\$ 67.70

### SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 44.54
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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
\$29.65	\$35.25	\$43.63	\$52.02

Supplemental benefits per hour:

All Terms: \$ 31.03

8-1556 Db

## Carpenter

07/01/2022

**JOB DESCRIPTION** Carpenter

**DISTRICT 8**

### ENTIRE COUNTIES

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

### WAGES

Per hour: 07/01/2022

Carpet/Resilient  
Floor Coverer \$ 63.30

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

#### **SUPPLEMENTAL BENEFITS**

Per hour:  
\$ 39.40

#### **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
\$ 26.65	\$ 30.15	\$ 34.90	\$ 43.78

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$ 14.80	\$ 15.80	\$ 18.90	\$ 19.90

8-2287

## **Carpenter**

**07/01/2022**

#### **JOB DESCRIPTION** Carpenter

**DISTRICT 8**

#### **ENTIRE COUNTIES**

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

#### **WAGES**

Per Hour: 07/01/2022

Marine Construction:

Marine Diver \$ 82.57  
Marine Tender 62.11

#### **SUPPLEMENTAL BENEFITS**

Per Hour:

Journeyworker \$ 44.54

#### **OVERTIME PAY**

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

#### **HOLIDAY**

Paid: See (18, 19) on HOLIDAY PAGE  
Overtime: See (5, 6, 10, 11, 13, 16, 18, 19) on HOLIDAY PAGE

#### **REGISTERED APPRENTICES**

Wages per hour:

One (1) year terms.

1st year	\$ 29.65
2nd year	35.25
3rd year	43.63
4th year	52.02

Supplemental Benefits

Per Hour:

All terms \$ 31.03

8-1456MC

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**Carpenter****07/01/2022****JOB DESCRIPTION** Carpenter**DISTRICT 8****ENTIRE COUNTIES**

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

**WAGES**

Per hour: 07/01/2022

Building  
Millwright \$ 70.42

**SUPPLEMENTAL BENEFITS**

Per hour:

Millwright \$ 43.16

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

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

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

**REGISTERED APPRENTICES**

Wages per hour:

One (1) year terms:

1st.	2nd.	3rd.	4th.
\$37.99	\$44.61	\$51.23	\$64.47

Supplemental benefits per hour:

One (1) year terms:

1st.	2nd.	3rd.	4th.
\$29.01	\$31.54	\$34.72	\$39.14

8-740.1

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**Carpenter****07/01/2022****JOB DESCRIPTION** Carpenter**DISTRICT 8****ENTIRE COUNTIES**

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

**WAGES**

Per Hour:

07/01/2022

Timberman \$ 63.06

**SUPPLEMENTAL BENEFITS**

Per Hour:

07/01/2022

\$ 43.75

**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
\$27.72	\$32.83	\$40.48	\$48.14

Supplemental benefits per hour:  
All terms \$ 30.74

8-1556 Tm

## Carpenter

07/01/2022

### 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, TompkinsCorner, Mahopac, Croton Falls, east to Connecticut border.

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

#### WAGES

Per hour: 07/01/2022 10/18/2022

##### Core Drilling:

Driller	\$ 44.57	\$ 46.38
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Driller Helper	35.77	36.97
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Note: Hazardous Waste Pay Differential:

For Level C, an additional 15% above wage rate per hour

For Level B, an additional 15% above wage rate per hour

For Level A, an additional 15% above wage rate per hour

Note: When required to work on water: an additional \$ 3.00 per hour.

### SUPPLEMENTAL BENEFITS

Per hour:

Driller and Helper	\$ 28.30	\$ 28.85
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#### OVERTIME PAY

See (B, G, P) on OVERTIME PAGE

#### HOLIDAY

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

8-1536-CoreDriller

## Carpenter - Building / Heavy&Highway

07/01/2022

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

DISTRICT 4

#### ENTIRE COUNTIES

Nassau, Suffolk

#### WAGES

Per Hour: 07/01/2022

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
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**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
\$ 24.70	\$ 29.02	\$ 31.18	\$ 33.35	\$ 37.67

Supplemental Benefits

Per Hour:

All Terms: \$ 18.40

4-Reg.Council Nass/Suff

**Electrician**

**07/01/2022**

**JOB DESCRIPTION** Electrician

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour: 07/01/2022

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:  
07/01/2022

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

**07/01/2022**

### **JOB DESCRIPTION** Electrician

**DISTRICT 4**

### **ENTIRE COUNTIES**

Nassau, Suffolk

### **WAGES**

Per Hour: 07/01/2022

Tree Trimmer/Remover

Line Clearance Specialist \$ 37.74

Groundman\* \$22.64

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: 07/01/2022

Tree Trimmer 5% of Hourly  
Line Clearance Specialist Wage Paid +  
and Groundman \$17.51

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

**07/01/2022**

### **JOB DESCRIPTION** Electrician

**DISTRICT 4**

### **ENTIRE COUNTIES**

Nassau, Suffolk

### **WAGES**

Per Hour: 07/01/2022

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

### **SUPPLEMENTAL BENEFITS**

Per Hour:

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 35%	2nd 35%	3rd 40%	4th 45%	5th 60%	6th 75%
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Indentured After 4/25/2020:

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

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

07/01/2022

**JOB DESCRIPTION** Electrician

**DISTRICT 4**

### ENTIRE COUNTIES

Nassau, Suffolk

### WAGES

Per Hour:	07/01/2022
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 \$15.90	2nd \$16.90	3rd \$17.90	4th \$18.90	5th \$25.59	6th \$29.86
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### SUPPLEMENTAL BENEFITS

Per Hour:

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

\*Wage Paid includes any and all Premiums

4-25 Pump & Tank

## Electrician

07/01/2022

**JOB DESCRIPTION** Electrician

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour: 07/01/2022

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

**Electrician Lineman**

**07/01/2022**

**JOB DESCRIPTION** Electrician Lineman

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Queens, Suffolk

**WAGES**

For Utility Distribution & Transmission Line Construction:

Per Hour:	07/01/2022	4/02/2023
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Lineman/Splicer	\$ 63.20	\$ 65.25
Material Man	54.98	56.77
Heavy Equip. Operator	50.56	52.20
Groundman	37.92	39.15
Flagman	28.44	29.36

For Natural Gasline Construction:

Per Hour:		
Journeyman U.G.Mech	53.80	53.80

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:

All Classifications	32.75% of Hourly Wage Paid + \$ 14.46	32.75% of Hourly Wage Paid + \$ 15.04
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NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay

Natural Gasline Construction:

Per Hour:

Journeyman U.G.Mech.	30.90	30.90
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### 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:

All Terms	31.75% of Hourly Wage Paid + \$ 14.46	31.75% of Hourly Wage Paid + \$ 15.04
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4-1049 Line/Gas

## Elevator Constructor

07/01/2022

### 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:

07/01/2022 03/17/2023

Elevator Constructor	\$ 75.14	\$ 77.49
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Modernization & Service/Repair	59.09	60.89
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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	\$ 43.914	\$ 45.574
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Modernization & Service/Repairs	42.787	44.412
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### 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 Journeyman's 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	34.772	36.024
4th & 5th Term	35.606	36.943
6th & 7th Term	37.052	38.448
8th & 9th Term	38.497	39.953

##### Modernization & Service/Repair

1st Term	\$ 0.00	\$ 0.00
2nd & 3rd Term	34.672	35.694
4th & 5th Term	35.195	36.525
6th & 7th Term	36.571	37.948
8th & 9th Term	37.938	39.38

4-1

## Glazier

07/01/2022

#### 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:	7/01/2022	11/01/2022
		Additional
Glazier	\$ 59.59	\$ 1.25
*Scaffolding	61.55	
Glass Tinting & Window Film	30.11	
**Repair & Maintenance	30.11	

\*Scaffolding includes swing scaffold, mechanical equipment, scissor jacks, man lifts, booms & buckets 24' or more, but not pipe scaffolding.

\*\*Repair & Maintenance- All repair & maintenance work on a particular building whenever performed, where the total cumulative contract value is under \$148,837. All Glass tinting, window film, regardless of material or intended use, and all affixing of decals to windows or glass.

#### SUPPLEMENTAL BENEFITS

Per hour:	7/01/2022
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Journeyworker	\$ 37.55
Glass tinting & Window Film	22.01
Repair & Maintenance	22.01

#### OVERTIME PAY

See (B,H,V) on OVERTIME PAGE.

For 'Repair & Maintenance' and 'Glass Tinting & Window Film' see (B, B2, I, S) on overtime page.

#### HOLIDAY

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (4, 6, 16, 25) on HOLIDAY PAGE
For 'Repair & Maintenance' and 'Glass Tinting & Window Film' Only	
Paid:	See(5, 6, 16, 25)
Overtime:	See(5, 6, 16, 25)

#### REGISTERED APPRENTICES

Wage per hour:

(1) year terms at the following wage rates:

	7/01/2022	11/01/2022
1st term	\$ 21.15	TBD
2nd term	29.07	
3rd term	35.20	
4th term	47.38	

Supplemental Benefits:

(Per hour)	
1st term	\$ 17.15
2nd term	24.42
3rd term	27.06
4th term	32.15

8-1087 (DC9 NYC)

**Insulator - Heat & Frost**

**07/01/2022**

**JOB DESCRIPTION** Insulator - Heat & Frost

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2022 06/01/2023

Insulators	Additional
Heat & Frost	\$ 1.10/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
\$ 28.00	\$ 35.02	\$ 42.01	\$ 49.02

Supplemental Benefits:

\$ 14.06	\$ 17.59	\$ 21.10	\$ 24.62
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4-12

**Ironworker**

**07/01/2022**

**JOB DESCRIPTION** Ironworker

**DISTRICT 9**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2022 01/01/2023  
Additional  
Stone Derrickmen Rigger \$ 72.26 + \$ 1.64

Stone Handset  
Derrickman 70.11 + \$ 1.11

**SUPPLEMENTAL BENEFITS**

Per hour:

Stone Derrickmen Rigger \$ 42.10

Stone Handset 42.09  
Derrickman

**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:

Stone Derrickmen Rigger:

	1st	2nd	3rd	4th
07/01/2022	\$ 35.58	\$ 50.89	\$ 56.71	\$ 62.48

Supplemental benefits:

Per hour:  
07/01/2022 21.61 31.97 31.97 31.97

Stone Handset:

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

	1st	2nd	3rd	4th
07/01/2022	34.50	49.43	54.99	61.00

Supplemental benefits:

Per hour:  
07/01/2022 21.60 31.96 31.96 31.96

9-197D/R

**Ironworker**

**07/01/2022**

**JOB DESCRIPTION** Ironworker

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2022 01/01/2023

Ornamental	\$ 46.65	Additional
Chain Link Fence	46.65	\$ 1.25
Guide Rail	46.65	

**SUPPLEMENTAL BENEFITS**

Per hour:  
Journeyworker: \$ 62.04

**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
2nd Term	24.22
3rd Term	27.80
4th Term	31.38

Supplemental Benefits per hour:

1st Term	\$ 17.90
2nd Term	19.15
3rd Term	20.41
4th Term	21.67

4-580-Or

**Ironworker**

**07/01/2022**

**JOB DESCRIPTION** Ironworker

**DISTRICT 4**

**ENTIRE COUNTIES**

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

## WAGES

### PER HOUR:

	07/01/2022	01/01/2023
Ironworker:		Additional
Structural	\$ 55.70	\$ 1.75
Bridges		
Machinery		

## SUPPLEMENTAL BENEFITS

### PER HOUR PAID:

Journeyman	\$ 85.35
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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	\$ 28.97
2nd	29.57
3rd - 6th	30.18

Supplemental Benefits

### PER HOUR PAID:

All Terms	\$ 59.18
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4-40/361-Str

## Ironworker

07/01/2022

## 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: 07/01/2022 07/01/2023

Reinforcing & Metal Lathing	\$ 56.90	Additional \$ 1.50
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"Base" Wage	\$ 55.20
	plus \$ 1.70

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

## SUPPLEMENTAL BENEFITS

Per hour:

Reinforcing & Metal Lathing	\$ 41.18
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## OVERTIME PAY

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

\*Only \$23.50 per Hour for non worked hours

Supplemental Benefit Premiums for Overtime Hours worked:

Time & One Half	\$ 47.68
Double Time	\$ 54.18

## HOLIDAY

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (5, 6, 11, 13, *18, **19, 25) on HOLIDAY PAGE

\*Note: Work performed after first 4 Hours.

## REGISTERED APPRENTICES

(1) year terms at the following wage rates:

1st term	2nd term	3rd term	4th Term
<b>Wage Per Hour:</b>			
\$ 22.55	\$ 23.60	\$ 24.60	\$ 37.18
<b>"Base" Wage</b>			
\$ 21.00 plus \$1.55	\$ 22.00 plus \$1.60	\$ 23.00 plus \$1.60	\$ 35.60 plus \$1.58

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

## SUPPLEMENTAL BENEFITS

Per Hour:

1st term	2nd term	3rd term	4th Term	
\$ 18.17	\$ 17.17	\$ 16.22	\$ 22.50	4-46Reinf

## Laborer - Building

**07/01/2022**

### **JOB DESCRIPTION** Laborer - Building

**DISTRICT 4**

### **ENTIRE COUNTIES**

Nassau, Suffolk

### **WAGES**

Per Hour:	07/01/2022	07/01/2023
Building Laborer	\$ 42.45	Additional \$ 1.35

### **SUPPLEMENTAL BENEFITS**

Per Hour:

Building Laborer	\$ 31.21
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### **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	\$ 18.15
2nd Term	22.50
3rd Term	27.79
4th Term	32.53

Benefits per hour

1st Term	\$ 21.50
2nd Term	23.29
3rd Term	23.29
4th Term	23.29

4-66

## Laborer - Building

**07/01/2022**

**JOB DESCRIPTION** Laborer - Building**DISTRICT 4****ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2022

Asbestos, Lead \$ 38.05

and Hazardous

Material Abatement

Laborer

(Re-Roofing Removal See Roofer)

NOTE: Asbestos removed from Mechanical Systems not to be scrapped

See Asbestos Worker

**SUPPLEMENTAL BENEFITS**

Per Hour:

Laborer \$ 19.10

**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:

1st term \$ 20.00

2nd Term 21.00

3rd Term 24.00

4th Term 26.00

**SUPPLEMENTAL BENEFIT**

Per Hour:

ALL TERMS \$ 14.25

4-NYDC(78)

**Laborer - Heavy&Highway****07/01/2022****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(Non-Building), Traffic Control Personnel(flaggers)

**WAGES PER HOUR:**

07/01/2022 06/01/2023

GROUP # 1		
Total Wage Paid	\$ 58.44	Additional
"Base Wage"	49.93	\$ 2.55

**GROUP # 2**

Total Wage Paid	56.97
"Base Wage"	48.46

**GROUP # 3**

Total Wage Paid	52.50
"Base Wage"	43.99

NOTE: "Base Wage" for Premium/Overtime calculation Only. \$8.51 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 \$ 34.92

After Forty (40) paid hours in a work week  
OVERTIME PAY 21.34

## 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: \$43.99 X Time and One Half = \$65.99 + \$8.51 = \$74.50

## 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	\$ 34.92
After Forty(40) paid hours in a work Week	21.34

4-1298

## Mason

07/01/2022

### JOB DESCRIPTION Mason

DISTRICT 4

### ENTIRE COUNTIES

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

### WAGES

Per Hour:	07/01/2022	07/01/2023
Brick/Block Layer	\$ 65.23	Additional \$ 2.41
Base Wage for OT Calculation	54.18	

## SUPPLEMENTAL BENEFITS

Per Hour:

Brick/Block Layer \$ 30.60

## OVERTIME PAY

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

Note: OT Calculated on Base Wage plus \$ 11.10/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 \$ 6.35/hr.:

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

Supplemental Benefits per hour:

All Apprentices	\$ 21.45
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## Mason - Building

07/01/2022

### JOB DESCRIPTION Mason - Building

DISTRICT 9

### ENTIRE COUNTIES

Nassau, Rockland, Suffolk, Westchester

### WAGES

Per hour:	07/01/2022	12/05/2022	06/05/2023
Tile Setters	\$ 62.01	Additional \$ 0.73	Additional \$ 0.73

### SUPPLEMENTAL BENEFITS

Per Hour:	\$ 26.13*
	+ \$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:

(750 hour) term at the following wage rate:

Term:										
1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	
1-	751-	1501-	2251-	3001-	3751-	4501-	5251-	6001-	6501-	
750	1500	2250	3000	3750	4500	5250	6000	6750	7000	
\$21.23	\$26.11	\$33.26	\$38.14	\$41.67	\$45.04	\$48.60	\$53.47	\$56.25	\$60.33	

Supplemental Benefits per hour:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	
\$12.55*	\$12.55*	\$15.16*	\$15.16*	\$16.75*	\$18.30*	\$19.35*	\$19.40*	\$17.45*	\$22.80*	
+\$ .69	+\$ .74	+\$ .84	+\$ .88	+\$ 1.28	+\$ 1.33	+\$ 1.70	+\$ 1.75	+\$ 5.90	+\$ 6.42	

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

9-7/52A

## Mason - Building

07/01/2022

### JOB DESCRIPTION Mason - Building

DISTRICT 9

### ENTIRE COUNTIES

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

### WAGES

Building	07/01/2022
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Wages per hour:

Mosaic & Terrazzo Mechanic	\$ 59.21
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Mosaic & Terrazzo Finisher	57.60
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### SUPPLEMENTAL BENEFITS

Per hour:

Mosaic & Terrazzo Mechanic	\$ 26.21*
	+\$ 11.73

Mosaic & Terrazzo Finisher	\$ 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

07/01/2022- 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:

1st	2nd	3rd	4th	5th	6th
0- 1500	1501- 3000	3001- 3750	3751- 4500	4501- 5250	5251- 6000
\$ 22.82	\$ 29.34	\$ 31.32	\$ 36.55	\$ 41.77	\$ 46.99

Supplemental Benefits per hour:

\$4.62*	\$5.94*	\$15.73*	\$18.35*	\$20.97*	\$23.59*
+\$6.56	+\$8.43	+\$11.24	+\$13.11	+\$14.99	+\$16.85

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

9-7/3

### Mason - Building

07/01/2022

### JOB DESCRIPTION

Mason - Building

DISTRICT 9

### ENTIRE COUNTIES

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

### WAGES

Per hour: 07/01/2022

Building-Marble Restoration:

Marble, Stone & \$ 46.60

Terrazzo Polisher, etc

### SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker:

Building-Marble Restoration:

Marble, Stone & \$ 29.77  
Polisher

### OVERTIME PAY

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

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

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

1ST TERM APPRENTICE GETS PAID FOR ALL OBSERVED HOLIDAYS.

### REGISTERED APPRENTICES

WAGES per hour:

900 hour term at the following wage:

1st	2nd	3rd	4th
1- 900	901- 1800	1801- 2700	2701
\$ 32.61	\$ 37.28	\$ 41.94	\$ 46.60

Supplemental Benefits Per Hour:



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**Mason - Building**

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**07/01/2022****JOB DESCRIPTION** Mason - Building**DISTRICT 9****ENTIRE COUNTIES**

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

**WAGES**

Per hour: 07/01/2022

Marble, Stone, etc.

Maintenance Finishers: \$ 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: \$ 14.40

**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:

07/01/2022

0-750	\$ 21.67
751-1500	22.38
1501-2250	23.10
2251-3000	23.80
3001-3750	24.87
3751-4500	26.29
4501+	27.01

Supplemental Benefits:

Per hour:

0-750	11.52
751-1500	11.90
1501-2250	12.29
2251-3000	12.67
3001-3750	13.25
3751-4500	14.01
4501+	14.40

9-7/24M-MF

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**Mason - Building / Heavy&Highway**

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**07/01/2022****JOB DESCRIPTION** Mason - Building / Heavy&Highway**DISTRICT 9****ENTIRE COUNTIES**

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

**WAGES**

Per hour: 07/01/2022

Marble-Finisher \$ 48.97

**SUPPLEMENTAL BENEFITS**

Journeyworker:

per hour

Marble- Finisher \$ 35.76

**OVERTIME PAY**

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

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

**HOLIDAY**

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

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

9-7/20-MF

**Mason - Building / Heavy&Highway**

**07/01/2022**

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

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2022

Cement Mason \$ 51.97 +  
an additional  
\$1.00/Hr.

**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**

**07/01/2022**

**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:

	07/01/2022	05/01/2023
Stone Setter	\$ 69.72	Additional \$ 2.17
Base Rate	52.06	
Stone Tender	52.12	
Base Rate	44.54	

**SUPPLEMENTAL BENEFITS**

Per Hour:

Stone Setter \$ 37.07

Stone Tender 21.35

### OVERTIME PAY

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

Base Rates are used to Calculate Overtime Premiums then adding in:

\$16.70/Hr. for Stone Setter and \$7.58/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 of day

### REGISTERED APPRENTICES

Per Hour:

Stone Setter(800 hour) terms at the following Percentage of Stone Setters Base wage rate per hour plus \$8.16:

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

All Apprentices \$ 23.95

4-1Stn

## Mason - Heavy&Highway

07/01/2022

**JOB DESCRIPTION** Mason - Heavy&Highway

**DISTRICT 4**

### ENTIRE COUNTIES

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

### WAGES

Per Hour: 07/01/2022

Pointer, Caulkers & Cleaners \$ 59.09

### SUPPLEMENTAL BENEFITS

Per Hour:

Pointer, Cleaners & Caulkers \$ 31.22

### 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
\$ 29.86	\$ 33.74	\$ 39.02	\$ 47.05

Apprentices Supplemental Benefits:

(per hour paid)

\$ 15.30	\$ 19.85	\$ 23.60	\$ 24.60
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4-1PCC

## Operating Engineer - Building

07/01/2022

**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, Hydraulic Crane(Over 75 tons), 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 Cherry Picker/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), Hydraulic Crane(under 75 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, Clam Shell), 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, Pulverizer 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.

07/01/2022

Class "AA"	\$ 87.04
Cranes:	Boom length over 100 feet add \$ 1.00
	Boom length over 150 feet add \$ 1.50
	Boom length over 250 feet add \$ 2.50
	Boom length over 350 feet add \$ 3.00

Class "A"	72.61
Add \$3.50 for Hazardous Waste Work	

Class "B"	68.95
Add \$2.50 for Hazardous Waste Work	

Class "C"	66.53
Add \$1.50 for Hazardous Waste Work	

Class "D"	50.70
Add \$1.00 for Hazardous Waste Work	

Class "E"	48.25
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**SUPPLEMENTAL BENEFITS**

Per Hour:

All Classes	\$ 39.80
Overtime Rate	35.60

**OVERTIME PAY**

See (D, O) on OVERTIME PAGE

**HOLIDAY**

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

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

**REGISTERED APPRENTICES**

One(1) Year Terms at the following Rate:

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

Supplemental Benefits per hour:

All Apprentices	\$ 15.64
Overtime Rate	5.60

4-138

**Operating Engineer - Building / Heavy&Highway**

**07/01/2022**

**JOB DESCRIPTION** Operating Engineer - Building / Heavy&Highway**DISTRICT 4****ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2022 08/01/2022

Well Driller	\$ 39.45	\$ 40.63
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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:

Well Driller & Helper	10% of straight time rate plus \$ 13.50	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:

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

**SUPPLEMENTAL BENEFITS**

Per Hour:

All Terms	10% of Wage + \$ 13.50
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Additional \$4.25/Hr. for premium time hours worked.

4-138well

## Operating Engineer - Heavy&Highway

07/01/2022

### 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, Hydraulic Crane (75 Tons & Over).

#### CLASS "A":

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

#### CLASS "B":

Backhoe (other than 360), Belt Screte, Boom Truck, Bulldozer, Boring Machine/Auger, Hydraulic Crane(75 Tons & Under),Cherry Picker (under 70 tons), Conveotor-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, clam shell), Interior Hoist, Oiler Truck Crane(Pile work), Power Broom(Sweeper), Small Milling Machine, Vactor Truck/Vac-All Truck, Tack Oil 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).

07/01/2022

Class "AA" \$ 86.25

Cranes: Boom Length over 100 feet add \$ 1.00 per hour  
Boom Length over 150 feet add \$ 1.50 per hour  
Boom Length over 250 feet add \$ 2.00 per hour  
Boom Length over 350 feet add \$ 3.00 per hour

Class "A" 76.52

Add \$3.50 for Hazardous Waste Work.

Class "B" 71.60

Add \$2.50 for Hazardous Waste Work.

Class "C" 69.06

Add \$1.50 for Hazardous Waste Work

Class "D" 52.88

Add \$1.00 for Hazardous Waste Work

Class "E" 50.68

"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 \$ 40.05

Note: OVERTIME AMOUNT 35.60

### **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**

**07/01/2022**

**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: 07/01/2022

Heavy Highway/Building

Party Chief \$ 74.47

Instrument Man 56.00

Rodman 47.55

### **SUPPLEMENTAL BENEFITS**

Per Hour:

Heavy Highway/Building \$ 39.39

Premium\*:

Heavy Highway/Building 48.29

Premium\*\*:

Heavy Highway/Building 58.09

\* 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

07/01/2022

### JOB DESCRIPTION Operating Engineer - Marine Dredging

DISTRICT 4

### ENTIRE COUNTIES

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

### WAGES

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

Per Hour: 07/01/2022 10/01/2022

CLASS A1 \$ 42.66 \$ 43.94

Deck Captain, Leverman

Mechanical Dredge Operator

Licensed Tug Operator 1000HP or more.

CLASS A2 38.02 39.16

Crane Operator (360 swing)

CLASS B To conform to Operating Engineer  
Dozer, Front Loader  
Operator on Land  
Prevailing Wage in locality where work  
is being performed including benefits.

CLASS B1 36.89 38.00

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

CLASS B2 34.73 35.77  
Certified Welder

CLASS C1 33.78 34.79  
Drag Barge Operator,  
Steward, Mate,  
Assistant Fill Placer

CLASS C2 32.69 33.67  
Boat Operator

CLASS D 27.16 27.97  
Shoreman, Deckhand, Oiler,  
Rodman, Scowman, Cook,  
Messman, Porter/Janitor

### SUPPLEMENTAL BENEFITS

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes A & B	\$ 11.40 plus 6% of straight time wage, Overtime hours add \$ 0.63	\$ 11.85 plus 6% of straight time wage, Overtime hours add \$ 0.63
All Class C	\$ 11.10 plus 6% of straight time wage, Overtime hours	\$ 11.60 plus 6% of straight time wage, Overtime hours

	add \$ 0.48	add \$ 0.50
All Class D	\$ 10.80 plus 6% of straight time wage, Overtime hours add \$ 0.33	\$ 11.35 plus 6% of straight time wage, Overtime hours add \$ 0.38

**OVERTIME PAY**

See (B2, F, R) on OVERTIME PAGE

**HOLIDAY**

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

4-25a-MarDredge

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

**07/01/2022**

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

**DISTRICT 9**

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

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

**WAGES**

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

Per hour: 07/01/2022  
Survey Classifications

Party Chief	\$ 46.44
Instrument Man	38.60
Rodman	33.64

**SUPPLEMENTAL BENEFITS**

Per Hour:

All Crew Members: \$ 21.60

**OVERTIME PAY**

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

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

**HOLIDAY**

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

9-15dconsult

**Operating Engineer - Trenchless Pipe Rehab**

**07/01/2022**

**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:

07/01/2022  
(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**

**07/01/2022**

**JOB DESCRIPTION** Painter

**DISTRICT 8**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour: 07/01/2022

Brush \$ 51.45\*

Abatement/Removal of lead based  
or lead containing paint on  
materials to be repainted. 51.45\*

Spray & Scaffold \$ 54.45\*  
Fire Escape 54.45\*  
Decorator 54.45\*  
Paperhanger/Wall Coverer 53.83\*

\*Subtract \$ 0.10 to calculate premium rate.

**SUPPLEMENTAL BENEFITS**

Per hour:

Paperhanger \$ 33.15  
All others 30.88  
Premium 37.72\*\*

\*\*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: 07/01/2022  
Appr 1st term... \$ 19.95\*  
Appr 2nd term... 25.56\*  
Appr 3rd term... 31.00\*  
Appr 4th term... 41.52\*

\*Subtract \$ 0.10 to calculate premium rate.

Supplemental benefits:

Per Hour:  
Appr 1st term... \$ 15.22  
Appr 2nd term... 18.90  
Appr 3rd term... 21.81  
Appr 4th term... 27.58

8-NYDC9-B/S

**Painter**

**07/01/2022**

**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 HAvn, Harbour Acres.

### **WAGES**

Per hour:	07/01/2022
Drywall Taper	\$ 51.45*

\*Subtract \$ 0.10 to calculate premium rate.

### **SUPPLEMENTAL BENEFITS**

Per hour:	
Journeyman	\$ 30.88

### **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:

1500 hour terms at the following wage rate:

1st term	\$ 19.95*
2nd term	25.56*
3rd term	31.00*
4th term	41.52*

\*Subtract \$ 0.10 to calculate premium rate.

Supplemental Benefits - Per hour:

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

1st year	\$ 15.22
2nd year	18.90
3rd year	21.81
4th year	27.58

8-NYDCT9-DWT

## **Painter - Bridge & Structural Steel**

**07/01/2022**

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

**DISTRICT 8**

### **ENTIRE COUNTIES**

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

### **WAGES**

Per Hour:

STEEL:

Bridge Painting:	07/01/2022	10/01/2022
	\$ 53.00	Additional
	+ 9.63*	\$ 3.00

ADDITIONAL \$6.00 per hour for POWER TOOL/SPRAY, whether straight time or overtime.

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

\* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).

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

## SHIFT WORK:

When directly specified in public agency or authority contract documents for an employer to work a second shift and works the second shift with employees other than from the first shift, all employees who work the second shift will be paid 10% of the base wage shift differential in lieu of overtime for the first eight (8) hours worked after which the employees shall be paid at time and one half of the regular wage rate. When a single irregular work shift is mandated in the job specifications or by the contracting agency, wages shall be paid at time and one half for single shifts between the hours of 3pm-11pm or 11pm-7am.

## SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker:

\$ 10.90  
+ 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

1st year	\$ 21.20 + 3.86
2nd year	\$ 31.80 + 5.78
3rd year	\$ 42.40 + 7.70

Supplemental Benefits - Per hour:

1st year	\$ .25 + 12.24
2nd year	\$ 10.90 + 18.36
3rd year	\$ 10.90 + 24.48

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

8-DC-9/806/155-BrSS

## Painter - Line Striping

**07/01/2022**

### **JOB DESCRIPTION** Painter - Line Striping

**DISTRICT 8**

### **ENTIRE COUNTIES**

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

### **WAGES**

Per hour:

Painter (Striping-Highway): 07/01/2022  
Striping-Machine Operator\* \$ 31.53

Lineman Thermoplastic 38.34

Note: \* Includes but is not limited to: Positioning of cones and directing of traffic using hand held devices. Excludes the Driver/Operator of equipment used in the maintenance and protection of traffic safety.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

### **SUPPLEMENTAL BENEFITS**

Per hour paid:

Journeyworker:

Striping Machine Operator:

Lineman 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:

1st Term*:	\$ 15.00
1st Term**:	15.00
1st Term***:	15.00
2nd Term:	18.92
3rd Term:	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
2nd Term:	10.03
3rd Term:	10.03

8-1456-LS

## **Painter - Metal Polisher**

**07/01/2022**

### **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**

07/01/2022

Metal Polisher	\$ 37.78
Metal Polisher*	38.80
Metal Polisher**	41.78

\*Note: Applies on New Construction & complete renovation

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

### **SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2022

Journeyworker:

All classification \$ 11.24

### **OVERTIME PAY**

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

### **HOLIDAY**

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

### **REGISTERED APPRENTICES**

Wages per hour:

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

07/01/2022

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

\*Note: Applies on New Construction & complete renovation

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

**Supplemental benefits:**

Per hour:

1st year	\$ 7.99
2nd year	7.99
3rd year	7.99

8-8A/28A-MP

**Plasterer**

**07/01/2022**

**JOB DESCRIPTION** Plasterer

**DISTRICT** 9

**ENTIRE COUNTIES**

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

**WAGES**

Per hour:

07/01/2022

Building:

Plasterer/Traditional &	\$ 51.00*
Spraying Fireproofing	

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker	\$ 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:

1st term	\$ 28.19
2nd term	30.59
3rd term	35.88
4th term	38.43

Supplemental Benefits:

(per hour):

(800) hours term:

1st term	\$ 14.70
2nd term	15.60
3rd term	17.43
4th term	18.35

9-262

**Plumber**

**07/01/2022**

**JOB DESCRIPTION** Plumber

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour: 07/01/2022 05/01/2023

Plumber/ PUMP & TANK \$ 46.49 \$ 46.99

**SUPPLEMENTAL BENEFITS**

Per Hour:

Plumber \$ 33.64 \$ 35.39

**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	\$ 21.72	\$ 23.47
2nd Term	22.36	24.11
3rd Term	23.43	24.93
4th Term	23.56	25.31
5th Term	26.79	28.54

4-200 Pump & Tank

**Plumber**

**07/01/2022**

**JOB DESCRIPTION** Plumber

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour: 07/01/2022 11/01/2022 05/01/2023

Plumber \$ 55.48 \$ 56.48 \$ 57.23

**SUPPLEMENTAL BENEFITS**

Per Hour:

Plumber \$ 49.20 \$ 49.20 \$ 49.70

**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	2nd	3rd	4th	5th
30%	40%	50%	60%	70%

Supplemental Benefits per hour:

	07/01/2022	11/01/2022	05/01/2023
1st Term	\$ 34.52	\$ 34.52	\$ 35.02
2nd Term	37.01	37.01	37.51
3rd Term	38.53	38.53	39.03
4th Term	40.18	40.18	40.68
5th Term	41.91	40.91	42.41

4-200

Plumber	07/01/2022
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**JOB DESCRIPTION** Plumber

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour:

07/01/2022

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	07/01/2022
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**JOB DESCRIPTION** Roofer

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour 07/01/2022

ROOFER/Waterproofer

Total Wage \$ 52.75  
to be Paid

"Base" Wage 45.75\*\*

**SUPPLEMENTAL BENEFITS**

Per Hour:

ROOFER/Waterproofer \$ 34.86

**OVERTIME PAY**

Per Hour:

NEW ROOF SEE (B,E,Q)

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

\*\* Overtime Pay to be calculated on "BASE" Wage then add \$6.00.

(Example: \$45.75 x time and one half = \$68.63 + \$6.00 = \$74.63)

**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% + \$ 4.80/Hr.

Supplemental Benefits per hour:

1st Term	\$ 9.94
2nd Term	12.26
3rd Term	24.60
4th Term	28.02

4-154

## Sheetmetal Worker

07/01/2022

### JOB DESCRIPTION Sheetmetal Worker

DISTRICT 4

### ENTIRE COUNTIES

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

### WAGES

Per Hour: 07/01/2022

Sign Erector \$ 53.79

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

### SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2022

Sign Erector \$ 53.33

### 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:

07/01/2022	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
	\$ 14.34	\$ 16.26	\$ 18.17	\$ 20.10	\$ 28.02	\$ 30.47	\$ 33.72	\$ 36.27	\$ 38.77	\$ 41.29

4-137-SE

## Sheetmetal Worker

07/01/2022

### JOB DESCRIPTION Sheetmetal Worker

DISTRICT 4

### ENTIRE COUNTIES

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

### WAGES

Per Hour: 07/01/2022

Sheetmetal Worker \$ 57.60

Temporary Operation or

Maintenance of Fans

47.33

### SUPPLEMENTAL BENEFITS

Per Hour:

Sheetmetal Worker \$ 49.24

Maintenance Worker

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

Per Hour: Supplemental Benifits

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

4-28

**Steamfitter**

**07/01/2022**

**JOB DESCRIPTION** Steamfitter

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2022

AC Service/Heat Service & Refrigeration	\$ 43.85
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Refrigeration, A/C, Oil Burner and Stoker Service and Repair.

NOTE: Refrigeration Compressor installation. (Not to exceed 5 Hp combined on any one project).

NOTE: Air Condition / Heating Compressor installation.(Not to exceed 15 tons combined on any one project).

**SUPPLEMENTAL BENEFITS**

Per Hour Worked:

AC Service/Heat Service	\$ 19.96
Per Hour Paid:	16.45

**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	\$ 21.23
2nd Term	25.63
3rd Term	29.85
4th Term	36.05

Benefits per hour Worked: Per Hour Paid:

1st Term	\$ 13.29	\$ 9.78
2nd Term	14.57	11.06
3rd Term	15.91	12.40
4th Term	17.72	14.21

4-638B-StmFtrRef

**Steamfitter**

**07/01/2022**

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

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

**WAGES**

Per Hour: 07/01/2022

Sprinkler/Steam \$ 68.61  
AC/Heat FitterTemporary 52.16  
Heat & AC  
Fitter

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

**SUPPLEMENTAL BENEFITS**

Per Hour:

Sprinkler/Steam \$ 52.74  
FitterTemporary 43.29  
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 &amp; AC Fitter on Fire Protection/Sprinkler contracts under \$3,000,000.00 and HVAC/Mechanical contracts under \$30,000,000.00:

Sprinkler/Steam Wages \$ 137.22 Benefit \$ 103.50  
Temp Heat/AC Wages \$ 104.32 Benefit \$ 84.60**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  
\$ 27.48 \$ 34.34 \$ 41.19 \$ 48.05 \$ 54.90

## SUPPLEMENTAL BENEFIT per hour:

1st Term 2nd Term 3rd Term 4th Term 5th Term  
\$ 21.60 \$ 26.80 \$ 31.98 \$ 37.18 \$ 42.36

## Premium Time Amounts:

41.52 51.86 62.18 75.52 82.84  
4-638A-StmSpFtr**Teamster - Asphalt Delivery****07/01/2022****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

07/01/2022  
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, T, \*\*\*U) on OVERTIME PAGE

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

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

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

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

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

4-282

**Teamster - Building**

**07/01/2022**

**JOB DESCRIPTION** Teamster - Building

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour:

Truck Driver (Building Demolition & Debris, Cesspool & Leachate Pumping)

07/01/2022

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**

**07/01/2022**

**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**

07/01/2022

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**

Concrete Delivery 36.815

**SUPPLEMENTAL BENEFITS**

Per Hour:

Heavy Construction Work

Concrete Delivery \$ 45.475

Light Construction Work

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**

**07/01/2022**

**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.

07/01/2022

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:

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 GOVERMENTAL 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**

**07/01/2022**

**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 07/01/2022

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

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

**OVERTIME PAY**

**HOLIDAY**

1-As Per Trade

## Overtime Codes

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

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

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

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

## Holiday Codes

### PAID Holidays:

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

### OVERTIME Holiday Pay:

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

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

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

( 29 ) Juneteenth



**New York State Department of Labor - Bureau of Public Work  
State Office Building Campus  
Building 12 - Room 130  
Albany, New York 12240**

**REQUEST FOR WAGE AND SUPPLEMENT INFORMATION**

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

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

**This Form Must Be Typed**

Submitted By:

(Check Only One)

Contracting Agency  Architect or Engineering Firm  Public Work District Office Date:  

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

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

2. NY State Units (see Item 5)

- 07 City
- 08 Local School District
- 09 Special Local District, i.e., Fire, Sewer, Water District
- 10 Village
- 11 Town
- 12 County
- 13 Other Non-N.Y. State (Describe)

Telephone: (      )

Fax: (      )

E-Mail:

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

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

New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :  

Additional Occupation and/or Redetermination

Telephone: (      )

Fax: (      )

E-Mail:

PRC NUMBER ISSUED PREVIOUSLY FOR THIS PROJECT :

OFFICE USE ONLY

**B. PROJECT PARTICULARS**

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

6. Location of Project:

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

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

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

Town \_\_\_\_\_

County \_\_\_\_\_

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

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

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

7. Nature of Project - Check One:

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

8. OCCUPATION FOR PROJECT :

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

9. Has this project been reviewed for compliance with the Wicks Law involving separate bidding? YES  NO

10. Name and Title of Requester

Signature



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

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

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

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

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

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

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

**NYSDOL Bureau of Public Work Debarment List 07/19/2022**

**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 BARRETT 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 CROPSEY 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	BBJ CONSTRUCTION CORP.		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	DOL	*****4512	BOB BRUNO EXCAVATING, INC		5 MORNINGSIDER 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 BALDWINSVILLE 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 07/19/2022**

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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 BALDWINSVILLE NY 13027	02/03/2020	02/03/2025
DOL	DOL		CARMENA RACHETTA		8531 OSWEGO ROAD BALDWINSVILLE NY 13027	02/03/2020	01/09/2023
DOL	DOL	****3812	CARMODY "2" INC			06/12/2018	06/12/2023
DOL	DOL	****1143	CARMODY BUILDING CORP	CARMODY CONTRACTING AND CARMODY CONTRACTING CORP.	442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY CONCRETE CORPORATION			06/12/2018	06/12/2023
DOL	DOL		CARMODY ENTERPRISES, LTD.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY INC		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	****3812	CARMODY INDUSTRIES INC			06/12/2018	06/12/2023
DOL	DOL		CARMODY MAINTENANCE CORPORATION		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY MASONRY CORP		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	AG	****7247	CENTURY CONCRETE CORP		2375 RAYNOR ST RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	AG		CESAR J. AGUDELO		81-06 34TH AVENUE APT. 6EJACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	DOL	****0026	CHANTICLEER CONSTRUCTION LLC		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	NYC		CHARLES 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 PAPASTEFANOU A/K/A CHRIS PAPASTEFANOU		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	****1927	CONSTRUCTION PARTS WAREHOUSE, INC.	CPW	5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	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 DOUGLASTON 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

**NYSDOL Bureau of Public Work Debarment List 07/19/2022**

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DOL	NYC		DIMITRIOS TSOUMAS		35-12 19TH AVENUE ASTORIA NY 11105	08/02/2017	08/02/2022
DOL	DOL		DOMENICO LAFACE		8531 OSWEGO RD BALDWINSVILLE NY 13027	02/03/2020	01/09/2023
DOL	DOL	*****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	AG		EDWIN HUTZLER		23 NORTH HOWELLS RD BELLPORT NY 11713	08/04/2021	08/04/2026
DOL	DA		EDWIN HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	NYC	*****5917	EPOCH ELECTRICAL, INC		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2024
DOL	DOL		FAIGY LOWINGER		11 MOUNTAIN RD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL		FRANK BENEDETTO		19 CATALIN 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 MEADOW 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 BARRETT 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 LIACOME		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		JAMES RACHEL		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026

**NYSDOL Bureau of Public Work Debarment List 07/19/2022**

**Article 8**

DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****7993	JBS DIRT, INC.		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****5368	JCH MASONRY & LANDSCAPING INC.		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	NYC		JENNIFER GUERRERO		1936 HEMPSTEAD TURNPIKE EAST MEADOW NY 11554	11/29/2019	11/29/2024
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 GILLETT 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

**NYSDOL Bureau of Public Work Debarment List 07/19/2022**

**Article 8**

DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	01/17/2017	09/19/2022
DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	08/14/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	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

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DOL	NYC		NAMOW, INC.		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	DA	*****9786	NATIONAL INSULATION & GC CORP		180 MILLER PLACE HICKSVILLE NY 11801	12/12/2018	12/12/2023
DOL	DOL	*****3684	NATIONAL LAWN SPRINKLERS, INC.		645 N BROADWAY WHITE PLAINS NY 10603	05/14/2018	05/14/2023
DOL	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

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DOL	DOL	*****9874	SALFREE ENTERPRISES INC		P.O BOX 14 2821 GARDNER RD POMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		SALVATORE A FRESINA A/K/A SAM FRESINA		107 FACTORY AVE P.O BOX 11070 SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DOL		SAM FRESINA		107 FACTORY AVE P.O BOX 11070 SYRACUSE 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 C5 NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	DOL	*****1961	SHANE BURDICK	CENTRAL TRAFFIC CONTROL, LLC.	2238 BAKER ROAD GILLETT PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE BURDICK		2238 BAKER ROAD GILLETT PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE NOLAN		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		SHULEM LOWINGER		11 MOUNTAIN ROAD 28 VAN BUREN DR MONROE 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 #302 STUART 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	SUKHMANI 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 2.329 HACKENSACK 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 11070 SYRACUSE NY 13208	07/16/2021	07/16/2026

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DOL	DOL		TERSAL CONTRACTORS, INC.		221 GARDNER RD P.O BOX 14POMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		TERSAL DEVELOPMENT CORP.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		TEST		P.O BOX 123 ALBANY NY 12204	05/20/2020	05/20/2025
DOL	DOL	*****6789	TEST1000		P.O BOX 123 ALBANY NY 12044	03/01/2021	03/01/2026
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATION	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATION	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DA	*****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

## PAYROLL

(For Contractor's Optional Use; See Instructions at [www.dol.gov/whd/forms/wh347instr.htm](http://www.dol.gov/whd/forms/wh347instr.htm))

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.



Rev. Dec. 2008

NAME OF CONTRACTOR OR SUBCONTRACTOR		ADDRESS						OMB No.:1235-0008 Expires: 07/31/2024				
PAYROLL NO.		FOR WEEK ENDING			PROJECT AND LOCATION				PROJECT OR CONTRACT NO.			
(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT, OR ST.	(4) DAY AND DATE		(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS			(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY					FICA	WITH- HOLDING TAX		
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

## Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

Date \_\_\_\_\_

I, \_\_\_\_\_  
(Name of Signatory Party) \_\_\_\_\_ (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

(Contractor or Subcontractor) \_\_\_\_\_ on the \_\_\_\_\_

; that during the payroll period commencing on the

**(Building or Work)**

\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and ending the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

(Contractor or Subcontractor) \_\_\_\_\_ from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145) and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

### (c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

**REMARKS:**

NAME AND TITLE	SIGNATURE
<p>THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE.</p>	

PROPOSAL

TO THE TOWN BOARD, TOWN OF RIVERHEAD, 200 HOWELL AVENUE, SUFFOLK COUNTY, NEW YORK, ACTING FOR AND ON BEHALF OF THE RIVERHEAD SEWER DISTRICT:

For all work included under the following contract:

DEFRIEST PUMP STATION CONTROL PANEL REPLACEMENT  
ELECTRICAL CONSTRUCTION  
CONTRACT NO. RDSD 2201

Made this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_\_, by

---

(BIDDER'S NAME)

BIDDER'S DECLARATION: The undersigned, as Bidder, declares that the only person or persons interested in this bid or proposal as principal or principals is or are named herein; and that no other person than herein named has any interest in this proposal or in the contract proposed to be taken; that this bid or proposal is made without any connections with any other person or persons making a bid or proposal for the same purpose; that the bid or proposal is in all respects fair and without collusion or fraud; that it has examined the site of the work, the Contract and Specifications and the Drawings referred to; and has read the Notice to Bidders, Information for Bidders and General Conditions hereto attached and fully understands all the same; and it proposes and agrees, if this proposal is accepted, it will contract with the TOWN BOARD of the TOWN OF RIVERHEAD in the Contract accompanying this bid to perform all the work required in accordance with the Plans and as mentioned in said foregoing Information for Bidders, General Conditions, Notice to Bidders, Contract and Specifications; and it will accept in full payment therefor the following sums to wit:

**NOTE: THIS FORM MUST BE COMPLETED BY BIDDER**

TOWN OF RIVERHEAD SEWER DISTRICT  
DEFRIEST PUMP STATION CONTROL PANEL REPLACEMENT  
CONTRACT No. RDSD 2201  
ELECTRICAL CONSTRUCTION

Gentlemen:

The undersigned hereby offers to furnish all labor, equipment, materials, and appurtenances for the **Defriest Pump Station Control Panel Replacement, Contract E: Electrical Construction** all in accordance with the plans and specifications prepared by H2M architects + engineers.

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**TOTAL BASE BID:**

For all work shown, specified and described in the Contract Documents, for the **Defriest Pump Station Control Panel Replacement, Contract E: Electrical Construction**, Contract No. RDSD 2201, Electrical Construction for the Town of Riverhead, on behalf of the Riverhead Sewer District, complete and ready for operation, including the total of the cash allowances of Fifteen Thousand Dollars and Zero Cents (\$15,000.00), as specified in Section 012100 – Allowances (Contract E), for the Total Base of:

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents.  
(IN WORDS)

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

The Bidder shall list the name of the manufacturer for the following materials that was used to prepare the bid and that will be furnished and installed for this project if the Bidder is awarded the project:

1. Control Panel: \_\_\_\_\_

**NOTE: THIS FORM MUST BE COMPLETED BY BIDDER**

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ALL WORK SHOWN AND SPECIFIED IN THE CONTRACT DOCUMENTS & INCLUDED IN THE BASE BID SHALL BE COMPLETED WITHIN TWO HUNDRED SEVENTY (270) CONSECUTIVE CALENDAR DAYS (SATURDAYS, SUNDAYS AND HOLIDAYS INCLUDED) STARTING TEN DAYS AFTER THE DATE THE OWNER EXECUTED THE CONTRACT. THE COMPLETION DATE WILL BE SET IN THE NOTICE TO PROCEED.

A NOTICE TO PROCEED WILL BE ISSUED AFTER THE CONTRACT HAS BEEN EXECUTED BY THE OWNER.

FAILURE OF THE CONTRACTOR TO COMPLETE ALL WORK SHOWN AND SPECIFIED IN THE CONTRACT DOCUMENTS, BY THE ABOVE SPECIFIED TIME, SHALL SUBJECT HIM/HER TO LIQUIDATED DAMAGES, AS SET FORTH IN ARTICLE 7 OF THE CONTRACT, IN THE SUM OF ONE THOUSAND DOLLARS AND ZERO CENTS (\$1,000.00) PER CALENDAR DAY.

THE TOWN BOARD RESERVES THE RIGHT TO AWARD THIS CONTRACT OR TO REJECT ANY AND ALL BIDS.

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#### **EXCESS COSTS FOR ENGINEERING & INSPECTION**

SPECIFIC DAMAGES WILL BE ASSESSED AND DEDUCTED FROM AMOUNTS OTHERWISE DUE THE CONTRACTOR FOR ADDITIONAL INSPECTION AND CONTRACT MANAGEMENT TIME REQUIRED BEYOND THE CONTRACT COMPLETION PERIOD SPECIFIED ABOVE. SUCH DEDUCTION SHALL BE NO LESS THAN SIXTY FIVE DOLLARS (\$65.00) PER HOUR AND NO MORE THAN ONE TWO HUNDRED DOLLARS (\$200.00) PER HOUR IN ACCORDANCE WITH THE ENGINEER'S STANDARD BILLING RATE SCHEDULE IN EFFECT WITH THE OWNER AT THE TIME BASED ON CLASSIFICATION OF STAFF.

IN ADDITION, THE OWNER WILL CHARGE TO THE CONTRACTOR, AND WILL DEDUCT FROM THE PARTIAL AND FINAL PAYMENTS DUE THE CONTRACTOR, ALL EXCESS ENGINEERING, INSPECTION, LEGAL AND TESTING CHARGES AND EXPENSES INCURRED BY THE DISTRICT AS STIPULATED BELOW:

1. SERVICES AND OTHER SIMILAR CHARGES AS A RESULT OF THE CONTRACTOR'S AND SUBCONTRACTOR'S ERRORS, OMISSIONS OR FAILURE TO CONFORM TO THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.

PROPOSAL FORM B

2. SERVICES AND OTHER SIMILAR CHARGES REQUIRED TO EXAMINE AND EVALUATE ANY CHANGES OR ALTERNATES PROPOSED BY THE CONTRACTOR AND WHICH MAY VARY FROM THE CONTRACT DOCUMENTS.
3. SERVICES AND OTHER SIMILAR CHARGES AS A RESULT OF THE CONTRACTOR'S PROPOSED SUBSTITUTION OF MATERIALS, EQUIPMENT OR PRODUCTS WHICH REQUIRE A REDESIGN OF ANY PORTION OF THE PROJECT, AS CONTAINED IN THE CONTRACT DOCUMENTS AT THE TIME OF BID.
4. SERVICES AND OTHER SIMILAR CHARGES AS A RESULT OF THE CONTRACTOR'S PROPOSED SUBSTITUTION OF PRODUCTS WHICH REQUIRE AN ENGINEERING EVALUATION TO DETERMINE IF THE SUBSTITUTED PRODUCT IS EQUAL TO THAT SPECIFIED.
5. SERVICES AND OTHER SIMILAR CHARGES AS A RESULT OF CHANGES BY THE CONTRACTOR TO DIMENSIONS, WEIGHTS, SIZES, VOLTAGES, PHASE, HORSEPOWERS, MATERIALS OF CONSTRUCTION, AND SIMILAR PHYSICAL OR OPERATING CHARACTERISTICS OF THE PRODUCT FURNISHED WHICH REQUIRE REDESIGN OF THE PROJECT IN ANY WAY.
6. SERVICES AND OTHER SIMILAR CHARGES FOR THE REVIEW OF RESUBMISSIONS OF SHOP DRAWINGS THAT HAVE BEEN MARKED AS "NO EXCEPTIONS TAKEN" OR "MAKE CORRECTIONS NOTED".
7. SERVICES AND OTHER SIMILAR CHARGES FOR THE REVIEW OF SHOP DRAWINGS SUBMITTED MORE THAN THREE (3) TIMES FOR THE SAME PRODUCT OR PORTION OF THE WORK.
8. SERVICES AND OTHER SIMILAR CHARGES IN CONNECTION WITH ANY WORK PERFORMED PAST THE SPECIFIED WORKING HOURS WHICH WILL BE INVOICED TO THE OWNER AT 1.15 TIMES THE ENGINEER'S STANDARD HOURLY BILLING RATE.
9. ENGINEERING AND LEGAL SERVICES, AND SIMILAR CHARGES AS A RESULT OF THE CONTRACTOR NOT COMPLETING ALL THE WORK WITHIN THE SPECIFIED COMPLETION TIME WHICH SHALL NOT BE CONSIDERED AS PART OF THE LIQUIDATED DAMAGES SPECIFIED ABOVE.

INSPECTION AND CONTRACT MANAGEMENT TIME REQUIRED BEYOND THE CONTRACT COMPLETION PERIOD SPECIFIED ABOVE. SUCH DEDUCTION SHALL BE NO LESS THAN SIXTY FIVE DOLLARS (\$65.00) PER HOUR AND NO MORE THAN ONE TWO HUNDRED DOLLARS (\$200.00) PER HOUR IN ACCORDANCE WITH THE ENGINEER'S STANDARD BILLING RATE SCHEDULE IN EFFECT WITH THE OWNER AT THE TIME BASED ON CLASSIFICATION OF STAFF.

**EXCESS COSTS FOR FINES AND PENALTIES FROM THE NEW YORK STATE DEPARTMENT OF  
ENVIRONMENTAL CONSERVATION**

SPECIFIC DAMAGES WILL BE ASSESSED AND DEDUCTED FROM AMOUNTS OTHERWISE DUE THE CONTRACTOR FOR ALL FINES AND/OR PENALTIES INCURRED BY THE TOWN FOR NOT ADHERING TO THE STRICT TEMPORARY DISCHARGE PERMIT LIMITATIONS DURING CONSTRUCTION DUE TO THE CONTRACTOR NOT STARTING AND COMPLETING THE REQUIRED TREATMENT SYSTEM MBR CONVERSION WORK WITHIN THE NYSDEC STIPULATED TEMPORARY DISCHARGE PERMIT LIMITS PERIOD OF OCTOBER THROUGH APRIL OF ANY PARTICULAR CALENDAR YEAR. SUCH DISCHARGE PERMIT LIMITATION WILL REQUIRE THAT THE CONTRACTOR START AND COMPLETE, READY FOR COMPLETE FACILITY OPERATIONS, ALL WORK INVOLVING THE SINGLE EXISTING SBR TRAIN OPERATION AND NEW SINGLE TRAIN MBR CONVERSION DURING THESE TEMPORARY PERMIT LIMITATION MONTHS.

ADDITIONAL WORK RESTRICTIONS AND PROJECT COORDINATION REQUIREMENTS ARE LISTED IN THE CONTRACT DOCUMENTS INCLUDING SECTION 013100 – PROJECT ADMINISTRATION AND COORDINATION (I.E., COMPLETION OF PRE-EQUALIZATION SYSTEM AND HEADWORKS UPGRADE BEFORE MBR SYSTEM OPERATION, COMPLETION OF NEW EMERGENCY POWER STANDBY GENERATOR SYSTEM FOR NEW MANDATORY EMERGENCY USE EQUIPMENT LOADS PRIOR TO OPERATION OF THE NEW SYSTEMS, ETC.)

**BIDDER'S PRINTED NAME & SIGNATURE:**

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( Print Name )

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( Signature )

**NOTE: THIS FORM MUST BE COMPLETED BY BIDDER**

PROPOSAL FORM B

THE UNDERSIGNED HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA (IF ANY):

Addendum No.

Dated

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Signature of person, firm or corporation making this proposal:

\_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
(Title)

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

Telephone No.: \_\_\_\_\_ Dated: \_\_\_\_\_

The full names and address of all persons interested in the Proposal or principals are as follows:

Name

Address

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**NOTE: THIS FORM MUST BE COMPLETED BY BIDDER (IF NONE WERE RECEIVED THEN WRITE THE WORD "NONE").**

## PROPOSAL FORM B

The Town Board reserves the right to award this contract to the lowest qualified bidder and to reject and declare invalid any or all bids deemed not in the best interest of the Town. In awarding this contract, the Town is not bound by the quantities stated in the Bid Form. It is emphasized that the quantities are approximations only. No guarantee is made for any quantities stated nor is a guarantee made as to the total bid. Such total bid is for the purpose of guidance in awarding the contract only. Payment shall be on the basis of actual work done at the bid prices quoted.

On acceptance of this bid, the undersigned binds himself or themselves to enter into a written contract with the Town not later than fourteen (14) days after the date of notice of the acceptance of his bid and to furnish the required security for faithful performance of the terms of said contract and the insurance as required by the Conditions of contract, and to process the work diligently so as to complete all the work required under this contract within the time frame as dictated by the Town Board or their representative.

PROPOSAL FORM B

**PROPOSAL CERTIFICATION**

THIS BID IS HEREBY SUBMITTED BY:

DATED: \_\_\_\_\_

NAME OF BIDDER: \_\_\_\_\_

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

\_\_\_\_\_

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

PRINTED NAME & TITLE: \_\_\_\_\_

BIDDER'S TELEPHONE NO.: (DAY): \_\_\_\_\_

(NIGHT): \_\_\_\_\_

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

FEDERAL ID NO. OR SOCIAL SECURITY No.: \_\_\_\_\_

**NOTE: THIS FORM MUST BE COMPLETED BY BIDDER**

PROPOSAL

Enclose certified check or bid bond for five percent (5%) of the bid total as stipulated in the foregoing Information for Bidders.

The Bidder hereby agrees to enter into a Contract within fourteen (14) days (Saturdays and Sundays excepted) after due notice from the Town Board, Town of Riverhead, that the Contract has been awarded to it and is ready for signature; such notice to be given in writing within ninety (90) days of opening of the bids and, on the signing of such Contract by the Bidder, to furnish the indemnifying bonds as provided in the Contract.

The Bidder hereby further agrees that in the event of its failure or refusal to enter into a contract in accordance with this bid within fourteen (14) days 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

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NAME OF BIDDER:

BUSINESS ADDRESS OF BIDDER:

DATED AT: \_\_\_\_\_ THE \_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_\_\_\_

**NOTE: THIS FORM MUST BE COMPLETED BY BIDDER**

**FORM OF BID BOND, PAYMENT BONDS AND PERFORMANCE BONDS**

The Form of Bid Bond shall be AIA Document A310.

The Form of Labor and Material Payment Bond shall be AIA Document A311.

The Form of Performance Bond and Payment Bond shall be AIA Document A312.

## PROPOSAL

### NON-COLLUSIVE BIDDING CERTIFICATE

As per Chapter 751 of the Laws of 1965, an amendment to the General Municipal Law sponsored by the New York State Department of Law, all bids, proposals and contracts awarded or accepted by a municipality must contain a statement of non-collusion. 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 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 has fully informed himself regarding the accuracy of the statements contained in this certification and under the penalties of perjury, affirms the truth thereof such penalties being applicable to the bidder as well as to the person signing in its behalf;
- (E) That attached hereto (if corporation bidder) is a certified copy of resolution authorizing the execution of this certificate by the signature of this bid or proposal in behalf of the corporate bidder.

Resolved that \_\_\_\_\_ be authorized  
(Name of Corporation)

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

\_\_\_\_\_  
\_\_\_\_\_  
(Describe Project)

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

The following is a true and correct copy of the resolution adopted by:

\_\_\_\_\_  
Corporation at a meeting of its Board of Directors on the \_\_\_\_\_ day of \_\_\_\_\_, 201 \_\_\_\_.

(Seal of Corporation)

\_\_\_\_\_  
Secretary

Legal name of person, firm or corporation making this Bid:

## PROPOSAL

Dated: \_\_\_\_\_

(Bidder's Seal)

### NOTES:

- (1) Where a bidder is a firm, the bid must be signed in the name of the firm by a member of the firm who must sign his own name immediately thereunder as \_\_\_\_\_, Partner.
- (2) Where a bidder is a corporation, the bid must be signed in the name of the corporation by a duly authorized officer or agent thereof having knowledge of the matters stated in the bid and such officer or agent shall also subscribe his own name, the office he holds, and the seal of the corporation must be affixed.
- (3) The bid must be sworn to by the person signing it, using one of the appropriate forms of acknowledgement that follow.
- (4) The bidders shall date the Form of Affidavit, fill in all blank spaces and complete the "Questionnaire" which follows as part of the bid.
- (5) In case of any discrepancy in the bidder's extensions or total, the Town Engineer's computation of extensions and totals will govern.

PROPOSAL

**FORM OF AFFIDAVIT WHERE BIDDER IS AN INDIVIDUAL**

STATE OF \_\_\_\_\_)

) ss.:

COUNTY OF \_\_\_\_\_)

\_\_\_\_\_, being duly sworn, deposes and says: I am the person described in and who executed the foregoing bid and the several matters therein state are in all respects true.

\_\_\_\_\_  
(Signature of person who signed bid)

Subscribed and sworn to before me this  
\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

PROPOSAL

**FORM OF AFFIDAVIT WHERE BIDDER IS A FIRM**

STATE OF \_\_\_\_\_)

) ss.:

COUNTY OF \_\_\_\_\_)

\_\_\_\_\_ being duly sworn, deposes and says: I am a member of \_\_\_\_\_, the firm described in and which executed the foregoing bid. I subscribed the name of the firm thereto on behalf of said firm, and the several matters therein stated in all respects are true.

\_\_\_\_\_  
(Signature of person who signed bid)

Subscribed and sworn to before me:

this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_.  
\_\_\_\_\_  
(Notary Public)

PROPOSAL

**FORM OF AFFIDAVIT WHERE BIDDER IS A CORPORATION**

STATE OF \_\_\_\_\_)

) ss.:

COUNTY OF \_\_\_\_\_)

\_\_\_\_\_, being duly sworn, deposes and says: I am the  
\_\_\_\_\_, of \_\_\_\_\_, the above named  
corporation, whose name is subscribed to and which executed the foregoing bid. I reside at  
\_\_\_\_\_, State \_\_\_\_\_ of  
\_\_\_\_\_. I have knowledge of the several matters therein stated and they are  
in all respects true.

\_\_\_\_\_  
(Signature of person who signed bid)

Subscribed and sworn to before me this \_\_\_\_\_

day of \_\_\_\_\_, 201\_\_\_\_\_.  
\_\_\_\_\_  
(Notary Public)

PROPOSAL

**BIDDER MUST SIGN THIS FORM BEFORE A NOTARY PUBLIC**

Bid or Contract Number \_\_\_\_\_

STATE OF \_\_\_\_\_)

) ss.:

COUNTY OF \_\_\_\_\_)

That in connection with the above bid or contract of \_\_\_\_\_ I  
the \*(applicable herein), (an officer or agent of the corporate  
applicant, namely its \_\_\_\_\_), swears or affirms under the penalties  
of perjury, that no other person will have any direct or indirect interest in this proposal except  
\_\_\_\_\_ (in case of a corporation, all officers of the corporation and  
stockholders owning more than 5% of the corporation and stock must be listed. Use separate  
sheet in necessary.)

That \*(none of the officers or stockholders are) related to any officer or employee of the Town of  
Riverhead except \_\_\_\_\_.

That there is not any state or local officer or employee or a member of a board of commissioners of  
a local public authority or other public corporation within the county (exclusive of a volunteer fireman  
or civil defense volunteer) interested in such application.

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

Sworn to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 201\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

\*Cross out phrase not appropriate.

NOTE: It is not forbidden that individuals working for the Town of Riverhead or other municipality  
bid on contracts but only that such interest be revealed when they do bid.

**NOTE: THIS FORM MUST BE COMPLETED BY BIDDER**

**RIVERHEAD SEWER DISTRICT****TOWN OF RIVERHEAD****NEW YORK**

The District may make such investigations 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, the Bidder may be required to complete and submit the enclosed New York State Uniform Contracting Questionnaire to assist in determining the Bidder's qualifications. If requested, it shall be submitted within five (5) working days from notice.**

*The bidder shall complete the following list. The list shall include projects of similar size and nature (i.e. construction and equipment installations type, prime contract dollar amount) and type (i.e. municipal wastewater pump stations and active facilities that must be maintained during construction). The list of projects shall demonstrate the Bidder's experience with construction methods, and construction procedures. The list shall only include projects which have been completed by the Bidder as the prime contractor, and which have been in operation for a period of not less than one year. A minimum of five such projects shall be provided. At least one (1) of the listed projects shall demonstrate the Bidder's experience with maintenance and protection of existing water or wastewater treatment facilities. List this project as project no. 1 and describe the sequence used to phase the project.*

**Project No. 1** (This project must show experience with existing water or wastewater treatment facilities.)

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

Owner: \_\_\_\_\_

Owner Contact Name and Phone Number: \_\_\_\_\_

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

Engineer's Name and Telephone Number: \_\_\_\_\_

General Description: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

**Project No. 2**Project Title: \_\_\_\_\_Owner: \_\_\_\_\_Owner Contact Name and Phone Number: \_\_\_\_\_Location: \_\_\_\_\_Engineer's Name and Telephone Number: \_\_\_\_\_General Description: \_\_\_\_\_Contract Amount: \_\_\_\_\_**Project No. 3**Project Title: \_\_\_\_\_Owner: \_\_\_\_\_Owner Contact Name and Phone Number: \_\_\_\_\_Location: \_\_\_\_\_Engineer's Name and Telephone Number: \_\_\_\_\_General Description: \_\_\_\_\_Contract Amount: \_\_\_\_\_**Project No. 4**Project Title: \_\_\_\_\_Owner: \_\_\_\_\_Owner Contact Name and Phone Number: \_\_\_\_\_Location: \_\_\_\_\_Engineer's Name and Telephone Number: \_\_\_\_\_General Description: \_\_\_\_\_Contract Amount: \_\_\_\_\_

**Project No. 5**

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

Owner: \_\_\_\_\_

Owner Contact Name and Phone Number: \_\_\_\_\_

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

Engineer's Name and Telephone Number: \_\_\_\_\_

General Description: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

The Owner 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**

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

PREPARED BY: \_\_\_\_\_

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

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

**NOTE: THIS FORM MUST BE COMPLETED BY BIDDER**

## **Instructions for New York State Vendor Responsibility Questionnaires**

The New York State Vendor Responsibility Questionnaire is intended to elicit information based on vendor type (For-Profit or Not-for-Profit) and activity (Construction or Non-Construction). The For-Profit Construction (CCA-2) questionnaire follows this page.

Business Entities may print the PDF version of a questionnaire form and complete it annually or may obtain the MS Word version from New York State and complete the questionnaire on a computer. Completing the questionnaire in MS Word allows the questionnaire to be saved on the user's computer and updated in the event that the vendor's information changes.

The person(s) completing the vendor responsibility questionnaire must be knowledgeable about the vendor's business and operations. The certification at the end of each questionnaire must be completed by an owner or officer of the Business Entity and must be notarized to be complete.

Business Entities must answer every question contained in the selected questionnaire. Most questions require "Yes" or "No" answers and request additional information where necessary. For paper submissions, responses that require additional information must include an attachment containing this information. A Business Entity must provide all relevant information which can be obtained within the limits of the law. The Business Entity is not required to provide information regarding a determination or finding made in error which was subsequently corrected.

If the submitting Business Entity is a Joint Venture, one questionnaire must be submitted for the Joint Venture plus each Business Entity comprising the Joint Venture must also submit separate questionnaires.

If the Business Entity uses a Social Security Number (SSN) as its identification number, providing the SSN on the questionnaire is optional. Individuals and Sole Proprietors may use an SSN but are encouraged to obtain and use an Employer Identification Number.

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

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

### **COMPLETION & CERTIFICATION**

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

### **NEW YORK STATE VENDOR IDENTIFICATION NUMBER (VENDOR ID)**

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

### **DEFINITIONS**

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

### **RESPONSES**

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

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

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

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

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

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

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

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

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

**III. CONTRACT HISTORY**

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

**IV. INTEGRITY – CONTRACT BIDDING**

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

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

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

**V. INTEGRITY – CONTRACT AWARD**

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

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

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

**V. INTEGRITY – CONTRACT AWARD**

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

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

**VI. CERTIFICATIONS/LICENSES**

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

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

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

**VII. LEGAL PROCEEDINGS/GOVERNMENT INVESTIGATIONS**

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

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

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

**VII. LEGAL PROCEEDINGS/GOVERNMENT INVESTIGATIONS**

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

<p>7.6 Other than previously disclosed, been the subject of any <u>citations</u>, notices or violation orders; a pending administrative hearing, proceeding or determination of a violation of:</p> <ul style="list-style-type: none"> <li>• <u>Federal</u>, state or local health laws, rules or regulations;</li> <li>• <u>Federal</u>, state or local environmental laws, rules or regulations;</li> <li>• Unemployment insurance or workers compensation coverage or <u>claim</u> requirements;</li> <li>• Any labor law or regulation, which was deemed willful;</li> <li>• Employee Retirement Income Security Act (ERISA);</li> <li>• <u>Federal</u>, state or local human rights laws;</li> <li>• <u>Federal</u>, state or local security laws?</li> </ul>	<input type="checkbox"/> Yes <input type="checkbox"/> No
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*For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.*

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

**VIII. LEADERSHIP INTEGRITY**

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

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

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

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

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

**IX. FINANCIAL AND ORGANIZATIONAL CAPACITY**

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

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

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

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

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

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

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

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

9.4 What is the Business Entity's Bonding Capacity?

a. Single Project  b. Aggregate (All Projects)

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

1st Year (Indicate year ) Gross Sales	2nd Year (Indicate year ) Gross Sales	3rd Year (Indicate year ) Gross Sales
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9.6 List Business Entity's Average Backlog for the previous three (3) fiscal years:  
(Estimated total value of uncompleted work on outstanding contracts)

1st Year (Indicate year ) Amount	2nd Year (Indicate year ) Amount	3rd Year (Indicate year ) Amount
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9.7 Attach Business Entity's most recent annual financial statement and accompanying notes or complete Attachment C – Financial Information, found at [www.osc.state.ny.us/vendrep/documents/questionnaire/ac3296s.xls](http://www.osc.state.ny.us/vendrep/documents/questionnaire/ac3296s.xls).  
(This information must be attached.)

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

**X. FREEDOM OF INFORMATION LAW (FOIL)**

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

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

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

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

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

**The undersigned certifies that he/she:**

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

Signature of Owner/Official \_\_\_\_\_

Printed Name of Signatory \_\_\_\_\_

Title \_\_\_\_\_

Name of Business \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_;

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

**RIVERHEAD SEWER DISTRICT****TOWN OF RIVERHEAD****NEW YORK**

The Bidder shall list the subcontractors, if any, to be used for this project. Provide the required information for each proposed subcontractor. Make appropriate copies of this form should the Bidder propose more than five (5) subcontractors. List at least five projects for each subcontractor that demonstrates the subcontractor's qualifications to perform the work of the project. The projects shall be similar in size and complexity and have been completed within the last five (5) years by the subcontractor.

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

<u>Owner</u>	<u>Contact Name</u>	<u>Phone Number</u>	<u>Location</u>	<u>Contract Amount</u>
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**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>
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**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>
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**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>
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**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>
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**NOTE: THIS FORM MUST BE COMPLETED BY BIDDER**

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**1. CONTRACT DOCUMENTS AND DEFINITIONS**

The Notice to Bidders, Instructions to Bidders, Proposal Form, Form of Bond, Conditions of Contract, General Conditions, Specifications, Form of Contract, Construction Drawings, 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 table of contents, titles, heading, headlines, and marginal notes contained herein are solely to facilitate reference to 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 the Notice to Bidders, Instructions to Bidders, Proposal Form, Form of Bond, Conditions of Contract, General Conditions, Plans & Specifications, Form of Contract and any Addenda. In case of any conflict or inconsistency between the provisions of the contract and those of the Specifications, the provisions of this contract shall govern.

Extra Work: The term "extra work" as used herein, refers to and includes all work required by the Town, which in the judgment of the Town Engineer involves changes in or additions to work required by the Specifications and any Addenda in their present form and which is not covered by the price in the Form of Bid.

Subcontractor: The term "subcontractor" shall mean any person, firm, or corporation supplying labor and material for work at the site of the project but not including the parties to this contract.

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 last known business address of, the person, firm or corporation for who intended, or his, their, or its duly authorized agents, representatives, or officer, 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 mailbox.

Directed, Required, Approved, Acceptable: Whenever the Contract Documents refer to the work or its performance, "directed", "required", "permitted", imply the direction, requirement, permission, order, designation or prescription of the Town Engineer, or his representative, and "approved", "satisfied", or "satisfactory", "in the judgment of", and words of like import, shall mean approved, or acceptable to, or satisfactory to, or in the judgment of the Town Engineer, or his representative.

**2. SCOPE OF SERVICES**

The contractor will furnish all labor, materials, suppliers, equipment and other facilities necessary or proper for, or incidental to, the work contemplated by this contract as required by, and in strict accordance with the applicable Plans and Specifications and Addenda prepared by the Town 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 this contract. It is specifically understood that this contract does not guarantee any minimum or maximum quantities of work. Quantities will be as ordered by the Town from time to time, and unit bid prices will govern. The quantities in the proposal are for bidding purposes only.

**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 the products of the actual quantities in place upon the completion of the work, as determined by the Town Engineer's measurements, by the unit prices bid, no allowances being made for anticipated profit or for reasons of variations from the estimated quantities set forth in the Form of Bid.

(B) Extra Work: The town 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 price or by a lump sum mutually agreed upon by the town and the contractor; and
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 of applied labor, premiums for Worker's Compensation Insurance, payroll taxes required by law, rental for plant and equipment used (excluding small tools) to which total cost will be added twenty (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, materials 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 the contract relating to the time of performance and completion of the work are for the purpose of enabling the town 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. TIME OF COMPLETION**

The town shall assign a construction schedule indicating a start date and a completion date. The contractor shall have a minimum of fourteen (14) days from the date of receipt of construction schedule to the earliest start date on the assigned construction schedule. If said schedule is not acceptable to the contractor, the contractor shall notify the town in writing, postmarked within three (3) working days from date of receipt of construction schedule. This notification shall include an alternative construction schedule. The alternative construction schedule completion date shall not exceed twenty-eight (28) calendar days from the original completion date assigned by the town. Failure to comply with time of completion shall constitute liquidated damages and termination of primary contractor.

#### **6. LIQUIDATED DAMAGES**

The time limit being essential to and of the essence of this contract, the primary contractor hereby agrees that the Town 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 the cost of completing the work by the secondary contractor, including overhead charges, services, inspector's wages, and interest on the money invested that the Town will suffer by reason of such default. The Town shall have the right to extend the time for the completion of said work.

#### **7. TERMINATION OF PRIMARY CONTRACTOR**

Termination of primary contractor shall include all work in progress and pending. All existing and pending purchase orders pertaining to work issued through the Town-wide Construction Contract shall be hereby considered void. All items previously awarded to terminated contractor shall be hereby awarded to corresponding secondary contractors. Termination of primary contractor shall extend the duration of the contract. At the discretion of the Town of Riverhead, termination of contractor shall warrant disqualification from awarding specific items or all items in succeeding Town-wide construction contracts Capital Improvement Projects, etc.

**8. EXTENSIONS OF TIME. NO WAIVER.**

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

No such extension of time shall be considered a waiver by the Town 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. WEATHER**

During unsuitable weather, all work must stop when such work would be subject to injury and the contractor shall transfer his men and materials to those parts of the work where weather conditions will not have any effect on the workmanship to any damages on account of such damages or suspension, and he must protect any work that might be injured by the elements and make good any work that is injured.

**10. CONTRACT SECURITY**

The contractor shall furnish, at the request of the Town, a Performance Bond equal to 100% of the estimated value of individual projects completed under this contract at the discretion of the Town Engineer. Each individual project to be completed under the contract will be evaluated by the Town Engineer or his representative to determine the need for bonding. If bonding is deemed necessary, the contractor will be required to submit documentation confirming the actual cost of such bonding to the Town Engineer for approval. Upon approval, the Town will reimburse the contractor for 100% of the cost of any required bonding. The contractor is advised not to include the cost of bonding in bid submittals.

Additional or Substitute Bond: If at any time the Town 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, the contractor shall within five (5) days after notice from the Town to do so, substitute an acceptable bond in such form and sum and signed by such other surety as may be satisfactory to the Town. The premiums on such bonds shall be made until the new surety shall have been qualified.

**11. LAWS AND ORDINANCES**

In the execution of the contract, the contractor will be required to observe and obey all federal, state, county and local laws, ordinances, codes and regulations relating to the performance of the contract including but not limiting labor employed thereon, materials supplied, obstructing streets and highways, maintaining signals, storing, handling and use of explosives and all other general ordinances and state statutes affecting him or his employees of his work hereunder in his relations with the municipality or any other persons, and also all laws, codes, ordinances controlling or limiting the contractor while engaged in executing the work under the contract.

As a condition of the contract, the contractor shall and does hereby agree to comply with all requirements of the Labor Laws of the State of New York.

The contractor shall comply with the provisions of Sections 291-299 of the Executive Law and Civil Rights Law, shall furnish all information and reports deemed necessary by the State Commission for Human

Rights, the Attorney General and the Industrial Commissioner for purposes of investigation to ascertain compliance with such sections of the Executive Law and Civil Rights Law.

The contract may be forthwith canceled, terminated or suspended, in whole or in part, by the contracting agency upon the basis of a finding made by the State Commissioner for Human Rights that the contractor has not complied with these laws.

The contract 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 the contract. The Labor Law, as amended, provides 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 (1) 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 herein before defined, to laborers, workmen or mechanics upon the work called for under this contract or upon 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 maintenance, and repair of highways and in water works construction outside the limits of cities and villages are no longer exempt from the provisions of the labor Law which require that payment of the prevailing rate of wages and the eight (8) hour day.

Section 222 of the Labor Law, as amended by Chapters 556 and 557 of the Laws of 1933, provides that preference in employment shall be given to citizens of the State of New York who have been residents of Suffolk County for at least six (6) consecutive months immediately prior to the commencement of their employment. Each person so employed shall furnish satisfactory proof of residence in accordance with rules adopted by the Industrial Commissioner. Person other than citizens of the State of New York shall be employed only when such citizens are not available. Section 222 further provides that upon the demand of the State Industrial Commissioners, the contractor shall furnish a list of names and addresses of all his subcontractors and further provides that a violation of this section shall constitute a misdemeanor and shall be punishable by a fine of not less than Fifty Dollars (\$50.00) nor more than Five Hundred Dollars (\$500.00) or by imprisonment for not less than thirty nor more than ninety days, or both fine and imprisonment.

Section 220-A of the Labor Law, as amended by Chapter 472 of the Laws of 1932, provides that before payment is made by or on behalf of the State or any city, county, town or village or other civil division of the state of any sums due on account of a contract for a public improvement, it is the duty of the comptroller or the financial officer of the municipal corporation to require the contractor and each and every subcontractor to file a certified statement in writing, in satisfactory form, certifying to the amount then due and owing to any and all laborers for daily or weekly wages on account of labor performed upon the work of the contractor, setting forth herein the names of the persons whose wages are unpaid and the amount due each respectively.

Section 220-B of the Labor Law, as so amended, provides that any interested person who shall have previously filed a protest in writing objecting to the 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 reason, it may be deemed advisable, the comptroller of the state or financial officer of the municipal corporation may deduct from the whole amount of any payment on account thereof of the sums or sum 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 work, 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 220-C of the Labor Law, as so amended, provides the penalty for making of a false oath or verification.

Section 220-D 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 a 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 whether by the contractor, subcontractor or other person doing or contracting to do the whole or part of the work completed by the 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 (\$500.00) or by imprisonment; for a second offense by a fine of One Thousand Dollars (\$1,000.00) 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 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 or a 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 set forth herein above as part of "Instructions to Bidders, Section 21 "NYS Wage Rates"

## **12. QUALIFICATIONS FOR EMPLOYMENT**

No person under the age of sixteen (16) years and no person currently serving sentence in a penal or correctional institution shall be employed to perform any work on the project under this contract. No person whose age or physical condition is such as to make his employment dangerous to his health or safety or to the health or safety of others, shall be employed to perform any work on this project; provided, however, that such restrictions shall not operate against the employment of physically handicapped persons, otherwise employable, where each person may be safely assigned to work which they can ably perform.

## **13. NONDISCRIMINATION**

There shall be no discrimination because of race, creed, or color in the employment of persons for work under this contract, whether performed by the contractor or any subcontractor. Neither shall the contractor or subcontractor or any person acting on behalf of the contractor or subcontractor discriminate in any manner against or intimidate any employee hired for the performance of work under this contract on account of race, creed, or color.

## **14. PAYMENTS OF EMPLOYEES**

The contractor and each of his subcontractors shall pay each of his employees engaged in work on the project under this contract in full (less deductions made mandatory by law) not less often than once each week. Certified payrolls shall be submitted to the Town Engineer before payment to the contractor is processed. Affidavit attesting to payment or amount owed to employees shall be submitted before payment to contractor is processed.

**15. ESTIMATES AND PAYMENTS**

Upon successful completion of all work, the contractor shall submit an invoice to the Town Engineer for approval. Upon approval by the Town Engineer, payment will be made to the contractor within thirty (30) calendar days provided the payment request is correct and complete.

(A) Monthly: At the end of each calendar month during the progress of the work, the Town Engineer shall make an approximate estimate of the work satisfactorily completed, based upon the prices set forth in the Form of Bid. In consideration of the work completed, the Town will pay or cause to be paid to the contractor the amount estimated by the Town Engineer as due him less five (5%) percent.

The making of any such estimate or payment made thereon shall not be taken or construed as an acceptance by the Town of any work so estimated and paid for. The five (5%) percent of the amount of the monthly estimate remaining unpaid will be retained by the Town as a guarantee that the contractor will faithfully and completely fulfill all obligations imposed by the contract and specifications, and against any damages caused the Town by reason of any failure on the part of the contractor to fulfill all conditions and obligations herein contained.

(B) Final Estimate: One month after the completion and acceptance of the work specified and contracted for, the Town Engineer will make a final estimate of all the work done. Thereafter, the Town will pay the full amount, less prior payments, less any amounts retained to complete the work according to the provisions of the specifications, less any money paid by the Town by reasons of said contractor having failed to carry out faithfully and completely all the obligations and requirements herein contained. Upon final settlement, according to the conditions herein specified and not until such settlement shall have been made, will the contractor be relieved from the obligations assumed in the contract.

(C) Measurement for Payment: The Town Engineer shall make due measurement of work completed 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 full measure of compensation to be received by the contractor.

(D) No payments will be made for materials delivered to the site which have not been incorporated into the work.

**16. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE**

The acceptance by the contractor of final payment shall be, and shall operate as a release to the Town from all claims and all liabilities to the contractor for all the things done or furnished in connection with this work and for every act and neglect of the Town and others relating to or arising out of, this work, excepting to the contractor's claims for interest upon the final payment, if this payment 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 or maintenance bond.

**17. CONSTRUCTION REPORTS**

The contractor shall submit to the Town Engineer prior to commencing any work under this contract, a detailed schedule and plan of operations indicating the manner in which the contractor proposes to prosecute the work and a time schedule therefor. Such schedules are not intended to bind the contractor to a predetermined plan or procedure, but rather to enable the Town Engineer to coordinate the work of the contractor with work required of and to be performed by others. The detailed schedule shall include a list of the subcontractors and material suppliers he proposes to use on the work.

**18. INSPECTION AND TESTS**

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

If at any time before final acceptance of the entire work, the Town Engineer, or his representative, considers necessary or advisable an examination of any portion of the work already completed, by removing 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, contractor shall be liable for the expense for 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 cost of extra work.

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

Any rejected work will 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 copy of the plans and specifications. Bidding of this contract shall be based on the information and data contained herein. Materials of construction and component installation shall conform to the general requirements of the specifications and details contained at the end of the specifications. The Town Engineer will provide plans and directions for specific drainage projects as projects arise. System configurations, arrangements, elevations, materials and methods are to be as directed by the Town Engineer on a specific project basis.

**20. SUPERINTENDENCY BY CONTRACTOR**

At the site of the work, the contractor shall give his constant, personal attention to the work or employee 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 town Engineer, or his representative, and shall be one who can be contained in that capacity for the particular job involved unless he ceases to be on the contractor's payroll. The contractor's superintendent and foreman must be able to read and speak the English language.

**21. CONTRACTOR'S TITLE TO MATERIALS**

No materials or supplies for the work shall be purchased by the contractor or any subcontractor subject to a 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.

**22. PROTECTION OF WORK, PERSONS AND PROPERTY**

Precaution shall be exercised at all times for the proper protection of all persons, property and work the contractor shall give notice to the owners of utilities which may serve the area and request their

assistance in predetermining the location and depth of various pipes, conduits, manholes, and other underground facilities. The safety provisions of applicable laws and 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 to adequately safeguard the traveling public.

### **23. 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 plant, materials, supplies and/or equipment to be furnished for the work; and
- (B) That he is familiar with all federal, state and municipal law, ordinances and regulations which may in any way affect the work of those employed thereunder, 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 is intended and that such construction will not injure any person or damage any property; and
- (D) That he has carefully examined the specifications and project site and that from his own investigations he has satisfied himself as to the nature of the work, the character of equipment and other facilities needed for the performance of the work, and the general local conditions which may in any way affect the work or its performance.

### **24. AUTHORITY OF THE ENGINEER**

In the performance of the work, the contractor shall abide by all orders and directions and requirements of the Town Engineer, or his representative, and shall perform work to the satisfaction of the Town Engineer, or his representative, at such time and places, by such methods, and in such manner and sequence as he may require. The Town Engineer, or his representative, 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 Town Engineer, or his representative, shall confirm in writing any oral orders, directions, requirements or determinations. The enumeration herein or elsewhere in the contract documents of particular instance in which the opinion, judgment, discretion or determination of the Town Engineer, or his representative, 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 performed, but without exception all the work shall be governed and so performed.

### **25. CHANGES AND ALTERATIONS**

The Town Engineer reserves the right to make alterations in locations, line, grade, plan, form or dimensions of the work, or any part thereof, either before or after the commencement of construction. If such alteration diminishes 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 prices for such work as contained in the schedule of prices.

**26. 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 Town Engineer, or his representative, 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.

If, in the opinion of the Town Engineer, or his representative, 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 thereunder shall be reduced by such amount as in the judgment of the Town Engineer, or his representative, 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 which may appear within one year following the final completion of the work. 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.

**27. WEATHER CONDITIONS**

In the event of temporary suspension of work or during inclement weather or whenever the Town Engineer, or his representative, shall direct, the contractor will, and will cause his subcontractor to sufficiently protect his and their work and materials against damage or injury from the weather. If, in the opinion of the Town Engineer, or his representative, any work or material shall have been damaged or injured by reason of 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.

**28. THE TOWN'S RIGHT TO WITHHOLD PAYMENTS**

The Town may withhold from the contractor so much of any approved payments due him as may, in the judgment of the Town 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 from loss due to defective work not remedied; or
- (C) To protect the Town 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 shall have the right, as agent for the contractor, to apply such amounts so withheld in such manner as the town may deem proper to satisfy such claims or to secure such protection. Such applications of such money shall be deemed payments for the account of the contractor.

**29. THE TOWN'S RIGHT TO TERMINATE CONTRACT**

The Town of Riverhead may terminate this contract if:

- (A) the contractor shall be adjudged bankrupt 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 20 days after such appointment, or the proceedings in connection therewith shall not be stayed on appeal within the said 20 days; or
- (C) the contractor shall refuse or fail, after notice or warning from the Town Engineer, or his representative, to supply enough properly skilled workmen or proper materials to the job; or
- (D) the contractor shall refuse or fail to prosecute the work or any part thereof with such diligence as will insure its completion within the period herein specified (or any duly authorized extension thereof) or shall fail to complete the work within said period; or
- (E) the contractor shall fail to make prompt payments to persons supplying labor or materials for the work; or
- (F) the contractor shall fail or refuse to regard laws, ordinances or the instruction of the Town Engineer, or his representative or otherwise be guilty of a substantial violation of any provisions of this contract.

Upon the determination by the Town of Riverhead to terminate this contract, and in any such event, the Town, without prejudice to any other rights or remedy it may have, may give seven (7) days notice to the contractor, terminate the employment of the contractor and his rights to proceed with as to the entire work or (or at the option of the Town) as to any portion thereof as to which delay shall have occurred, and may take possession of the work and complete the work by contract, secondary contractor or otherwise, as the Town may deem appropriate. In such case, the contractor will not be entitled to receive any further payment until the work is finished. If the unpaid balance of the compensation to be paid to the contractor thereunder shall exceed the expense of so completing the work (including compensation for additional managerial, administrative and inspection services and any damages for delay), such excess shall be paid to the contractor. If such expense shall exceed such unpaid balance, the contractor and his sureties shall be liable to the Town for such excess. If the right of the contractor to proceed with the work is so terminated, the Town may take possession of and utilize in completing the work, such materials, appliances, supplies, plant and equipment as may be on the site of the work and necessary thereof.

### **30. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT**

If the work shall be stopped by order of the court or other public authority for a period of three (3) months without act or fault of the contractor or any of his agents, servants, employees or subcontractors, the contractor may, upon ten (10) days notice to the town, discontinue his performance of the work and/or terminate the contract; in which event, the liability of the Town immediately preceding (Paragraph 31), the contractor shall not be obligated to pay to the Town any excess of the expense of completing the work over the unpaid balance of the compensation to be paid to the contractor thereunder.

### **31. RESPONSIBILITY FOR WORK**

The contractor agrees to be responsible for the entire work embraced in this contract until its completion and final acceptance by the Town of Riverhead. The contractor further agrees that any imperfect and/or damaged work that may be discovered at any time before the completion and acceptance of work shall be removed and/or replaced in conformity with the requirements of this contract without charge to the Town. Such removal and replacement will be performed as soon as practicable following receipt of written notice from the Town Engineer that the work is imperfect and/or damaged. The contractor further agrees that the inspection of the work by the Town Engineer of his or her designee shall not relieve him of any obligation to do sound and reliable work. Furthermore, such inspection and/or partial payment for work shall not preclude the Town Engineer from requiring removal and/or replacement at a later time. Neither shall such inspection or partial payment be deemed to be acceptance of any work.

**32. USE OF PREMISES AND REMOVAL OF DEBRIS**

The contractor expressly undertakes at his own expense:

- (A) 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;
- (B) 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, orderly and workmanlike appearance;
- (C) Before final payment hereunder to remove all surplus material, temporary structures, plants of any descriptions and debris of every nature resulting from his operations.

**33. SUITS OF LAW**

The contractor shall indemnify and save harmless the Town and its employees 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 of any subcontractor, and in case of any such action shall be brought against the Town, the contractor shall immediately take charge of and defend the same at his own cost and expense.

**34. POWER OF THE CONTRACTOR TO ACT IN AN EMERGENCY**

In case of an emergency which threatens loss or injury to property and/or safety of life, the contractor will be permitted to act as he sees fit without previous instructions from the Town Engineer, or his representative. He shall notify the Town Engineer, or his representative thereof immediately 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 Engineer, or his representative, for approval.

Where the contractor has not taken action but has notified the Town Engineer, or his representative, 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 Town Engineer, or his representative to prevent such threatened injury or damage, he shall act as instructed by the Town Engineer, or his representative. 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.

**35. PROVISION 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 read and be enforced as though it were included herein, and if through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall be forthwith physically amended to make such insertion.

**36. 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. This contract shall insure 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.

**37. GENERAL MUNICIPAL LAW CLAUSE**

Pursuant to the provisions of Section 103-a of the General Municipal Law, in the event that the bidder or any member, partner, director or officer of the bidder, should refuse, when called before a grand jury to testify concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or any public department, agency or official of the state or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract, such person, and any firm, partnership, or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof for goods, work or services for a period of five (5) years after such refusal, and any and all contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of July, 1959, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation without incurring any penalty or damages on account of such corporation for goods delivered or work done prior to the cancellation or termination shall be paid.

**38. CONTRACTOR'S INSURANCE**

The contractor shall not commence any work until he has obtained, and had approved by the Town, all the insurance required under this contract as enumerated herein:

Workers' Compensation Insurance

Public Liability and Property Damage Insurance

Contractor's Protective Liability and Property Damage Insurance

Owner's Protective Public Liability and Property Damage Insurance

Automobile Public Liability and Property Damage Insurance

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

(A) Workers' Compensation Insurance: The contractor shall take out and maintain, during the life of this contract, Workers' Compensation Insurance for all his employees employed at the site of the project, and in case of any of the work being sublet, the contractor shall require all subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the contractor. Limits: statutory for Workers' Compensation, One Million Dollars (\$1,000,000) Employers Liability.

(B) Public Liability and Property Damage Insurance: The contractor shall take out and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect him or 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 completed by the contractor or by any subcontractor, or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall be as follows:

Public Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) combined single limit for bodily injuries, including wrongful death, and property damage. The Town of Riverhead must be named as an additional insured.

(C) Liability and Property Damage Insurance: the above policies for Public Liability and Property Damage Insurance must be so written as to include Contractor's Protective Liability and Property

Damage Insurance to protect the contractor against claims arising from the operations of any subcontractor. The Town of Riverhead shall be named as additional insured.

(D) Owner's Protective Public Liability and Property Damage Insurance: The contractor shall furnish to the Town, with respect to the operations he or any of his subcontractors perform, a regular Protective Public Liability Insurance policy for, and in behalf of the Town, providing for a limit of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to, or death of, one person and subject to that limit for each person, a total limit of One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to, or death of, two or more persons in any one accident; and regular Protective Property Damage Insurance providing for a limit of not less than One Million Dollars (\$1,000,000) for damages arising out of injury to, or destruction of, property during the liability of the Town. The coverage provided under this policy must not be affected if the Town 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 directs or supervises the work to be performed by the contractor.

(E) Automobile Public Liability and Property Damage Insurance: The contractor shall take out and maintain during the life of the contract such Automobile Public Liability and Property Damage 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 form claims for property damage which may arise from operations under this contract, whether such operations be by himself or by a subcontractor or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:

Automobile Public Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) combined single limit for bodily injuries, including wrongful death, and property damage. The Town of Riverhead must be named as an additional insured.

Automobile Property Damage Insurance in an amount of not less than One Million Dollars (\$1,000,000) for damages on account of any accident and in an amount of not less than One Million Dollars (\$1,000,000) for damages on account of all accidents.

### **38A. HOLD HARMLESS CLAUSE**

To the fullest extent permitted by law, the contractor shall indemnify and hold harmless the Owner and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom and (ii) is caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in the paragraph.

### **39. CLAIMS AGAINST TOWN OFFICIALS AND EMPLOYEES**

The Contractor expressly agrees and represents that the contractor shall make no claim and shall bring no action pursuant to any federal or state laws, including, but not limited to 42 U.S.C. § 1983, against any Town official or employee in his/her individual or personal capacity for any act, omission, or statement made or done relating to, or arising out of, this contract and expressly waives its rights to bring such a claim pursuant to any federal or state laws, including, but not limited to 42 U.S.C. § 1983.

**40. PROOF OF CARRIAGE OF INSURANCE**

The contractor shall furnish the Town with certificates of each insurer insuring the contractor under this contract except with respect to subdivision "D". In respect to this paragraph, the contractor shall furnish the Town with the original insurance policy.

Both certificates, as furnished, and the insurance policy, as required, shall bear the policy numbers, the expiration date of the policy and the limits of liability thereunder. Both the certificates and the policy shall be endorsed to provide the Town with any notice of cancellation at least five (5) days prior to the actual date of such cancellation.

The insurance company utilized must have a minimum AM Best Rating of "A-VII".

**41. TERM OF CONTRACT**

The term of this contract shall be until the completion date set by the Notice to Proceed and the length of contract time (calendar days) as stipulated in the Proposal Form. The Town of Riverhead shall have the option of extending this contract in six-month intervals up to a maximum of one additional year when mutually agreed upon by the Town and the contractor.

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## **1. DEFINITIONS**

The "General Conditions" are hereby made 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 will 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.

The words "or approved equal", as hereinafter used, shall refer to the use of an equal product that has received prior approval by the Consulting Engineer for the District.

### **1.1. DEFINITION OF TERMS**

Whenever the following words and expressions are used in the Specifications, it is understood that they have the meaning defined below:

**Plans:** All official drawings or reproductions of drawings pertaining to the work or to any structure connected therewith.

**Specifications:** The body of directions, requirements, descriptions, etc. contained in this document, together with all documents of any description and agreements made (or to be made) pertaining to the methods or manner of performing the work and/or to the quantities and quality of materials to be furnished and accepted under this contract.

**Town:** Town Board of the Town of Riverhead.

**Engineer:** H2M architects + engineers, Consulting Engineer for the District.

**Contract:** Collectively, the contract executed by the Town and the contract, Notice to Bidders, Instruction to Bidders, Proposal Form, Form of Bond, Conditions of Contract, General Conditions, Specifications, Addenda, Performance Bonds, and all supplemental agreements made or to be made.

**Inspector:** An authorized representative of the Town assigned to make any and all necessary inspections of the work performed and the materials furnished by the contractor.

**Materials:** Any approved materials acceptable to the Town and conforming to the requirements of these specifications.

**Work:** 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 complete project. This includes all plant, labor, materials, supplies, equipment and other facilities and acts necessary or proper or incidental to the carrying out and completion of other terms of this contract. The term "work performed" shall be construed to include the materials delivered to and suitably stored at the site of the project.

## **2. STANDARDS OF WORKMANSHIP**

The apparent silence of the specifications as to any detail or and apparent omission from them of a detailed description concerning any work to be done and materials to be furnished shall be regarded as

meaning that only the best general practice observed in the latest current construction work is to prevail and that only material and workmanship of first quality is to be used in this connection and all interpretations of these specifications shall be made upon this basis.

### **3. SAMPLES**

The contractor shall furnish for approval, all samples as directed. The work shall be in accordance with approved samples. Samples shall be submitted in ample time so as to prevent delay in fabrication or ordering of materials, allowing for a reasonable time for the Town Engineer, or his representative, to consider the samples submitted, and is necessary, to permit a re-submission of samples to the Town, or its representative, until approval is given.

Work and material shall be furnished and executed in accordance with approved samples, in every aspect. Each sample shall be labeled, bearing material, name and quality, contractor's name, date and other pertinent data. Unless otherwise specified, samples shall be in duplicate and of adequate size to show quality, type, color, range and finish and texture of material. Materials shall not be ordered until approval is received in writing from the Town, or its representative.

### **4. MANUFACTURED MATERIALS**

Where several materials are specified by name, the Town, or its representative, shall have the right, before execution of the contract, to require any and all bidders to state the materials upon which they based their bid. Where any materials are specified by name or trade name, or by catalog number of a company or companies, the contractor shall furnish the article mentioned unless approval of the Town, or its representative, is obtained in writing for a substitution. Should the contractor desire to substitute other materials for one or more specified by name, he shall apply in writing for such permission and state credit or extra involved. He shall also provide supporting data and samples for the consideration of the Town.

Unless particularly specified otherwise, all manufactured articles, materials and equipment shall be applied, assembled, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer and including the necessary preparation to properly install the work. Where reference is made to manufacturer's directions, the contractor shall submit such directions to the Town or its representative as required.

The materials used in construction shall be disposed so as not to endanger the work, and so that full access may at all times be had to partly completed work and structures and they shall be so disposed as to cause no injury to those having access to the work or any of the units.

All labor shall be performed in the best and most workmanlike manner by mechanics skilled in their respective trades. Standards of work required throughout shall be of such grades as will bring first-class results only. The type of labor employed by the contractor shall be such as will insure the uninterrupted continuity of the entire work, without conflict of any kind.

### **5. LABORATORY**

Laboratories shall be approved by the Town, or its representative, for testing the materials to be used under the contract. Where tests are made, two certified copies showing correctly the chemical analysis and physical tests shall be furnished to the Town, or its representative.

### **6. SHOP DRAWINGS**

The contractor shall submit to the Town Engineer, electronic submittals in accordance with Section 013300 – Submittals and two (2) hard copies of all shop drawings and schedules and no work shall be

fabricated until his approval has been given. All shop drawings submitted to the Town Engineer must bear the contractor's stamp of approval evidencing that the drawings have been checked.

The contractor will make any corrections in the drawings required by the Town or its representative and will file with the Town or its representative an electronic and two (2) corrected hard copies. Approval by the Town Engineer of such drawings or schedules shall not relieve the contractor from responsibility for:

- (a) Errors of any sort in shop or setting drawings or schedules;
- (b) Deviations from Plans and Specifications unless the contractor, at the time of submission of said drawings and schedules, has given notice to the Town or its representative of any such deviations.

## **7. PERMITS**

**7.1 Municipal:** All work in connection with the installation of pipes or other underground structures of a like nature either within or without the limits of the highway, shall follow all the provisions as contained herein together with the provisions, as they apply, of the Highway Law, Road Openings, Section 149 and Section 198 of Town law, with all subsequent changes, additions or corrections thereto.

**7.2 Suffolk County:** All permits required for opening country roads and making connections with county drains will be obtained by the Contractor unless otherwise stated in the Contract documents. A copy of the permit must be kept on the job site at all times. The contractor will not be permitted to open any county road or make any connection to any county drain until he has obtained required permits.

**7.3 State of New York:** The contractor shall obtain all necessary New York State highway permits whenever the contract requires any work to be done within or upon existing state highway right-of-ways. These permits shall be obtained from the District Office in Hauppauge prior to the performance of the work. Upon application for the permit, the contractor will be required to supply the following:

- (1) Three (3) copies of a sketch or print showing description and location of the proposed work. These prints will be supplied to the contractor by the Town or its representative.
- (2) Contingent liability insurance for the state (in addition to his own liability insurance) shall be furnished in amounts and manner as required by the State of New York. The contingent protective liability and complete operations liability insurance policy to cover:

"The people of the State of New York and/or the Highway Superintendent covering liability arising with respect to all operations through highway permits by permitted by anyone acting by, through or for the permitted, including omissions and supervisor acts of the State", in the amount of personal injury (including death) and property damage as required.

**7.4 State of New York Department of Conservation:** The contractor shall obtain all necessary New York State DEC dewatering permits whenever the contract requires any work to be done requiring continuous dewatering facilities or a discharge quantity requiring said permit from the NYSDEC. These permits shall be obtained from the NYSDEC Regional Office in Stony Brook prior to the performance of the work. Upon application for the permit, the contractor will be required to supply the following:

- (1) Copies of a sketch or print showing description and location of the proposed dewatering system. These prints will be supplied by the contractor to the Town or its representative.

**8. CONTRACT DOCUMENTS**

The Contract Documents include, but are not limited to, the General Conditions, General Specifications, Detailed Specifications, Plans, Proposal, 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.

The contractor will be furnished with five (5) sets of Plans and Specifications giving all the details and dimensions necessary for carrying out the work. One copy of Plans and Specifications furnished to the contractor must be kept constantly at the site. Anything shown on the Plans and not mentioned in the Specifications or mentioned in the Specifications and not shown on the Plans and all work and materials necessary for the completion of the work according to the intent and meaning of the contract shall be furnished, performed and done as if the same were both mentioned in the Specifications and shown on the Drawings. Any conflict or inconsistency between the figures and scale of Drawings shall be submitted by the contractor to the Town Engineer, or his representative, whose decisions hereon shall be conclusive.

In the event the meaning of any portion of the Specifications or Drawings or any supplementary drawings or instructions of the Town Engineer, or his representative, is doubtful, the same shall be understood to call for the best type of construction, both as to materials and workmanship, which reasonably can be interpreted.

All materials and workmanship must be strictly in accordance with the Plans and Specifications.

Additional copies of Plans and Specifications, when requested will be furnished to the contractor at cost of reproduction.

The contractor shall furnish to each of the subcontractors and materials men such copies of the Contract Documents as may be required for their work.

**9. ERRORS, OMISSIONS AND DISCREPANCIES**

If any errors, omissions or discrepancies appear in the drawings, specifications or other documents, the contractor shall, within ten (10) days from receiving such drawings, specifications or documents, notify the Town, or its representative, in writing of such errors or omissions. In the event of the contractor's failing to give such notice, he will be held responsible for the results of any such errors or omissions and the cost of rectifying the same.

If, in the opinion of the contractor, any work is shown on drawings, or details, or is specified in such a manner as will make it impossible to produce a first class piece of work, or should discrepancies appear between the drawings and/or specifications, he shall refer the same to the Town, or its representative, for interpretation before proceeding with the work. If the contractor fails to make such references to the Town, or its representative, no excuse will thereafter be entertained for failure to carry out the work in a satisfactory manner as directed.

Should a conflict occur in or between the drawings and specifications and/or existing conditions, the contractor shall be deemed to have estimated on the more expensive way of doing the work, unless he shall have asked for and obtained the decision in writing from the Town Engineer or his representative,

before the submission of bids, as to which method or materials will produce the results to the best interests of the Town.

#### **10. TEMPORARY TOILET**

The contractor shall provide and maintain a sanitary temporary toilet where directed by the Town, or its representative. The temporary toilet shall be enclosed, weatherproof and kept in a sanitary condition at all times. Upon removal of the temporary outside toilet, and all evidence of the toilet shall be removed from the site.

#### **11. CUTTING, PATCHING AND DIGGING**

The contractor shall do all cutting, fitting or patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by work of other contractors shown upon or reasonably implied by Drawings and Specifications for the completed structure, and he shall make good after them as the Town, or its representative may direct. Any cost caused by defective or ill-timed work shall be borne by the party responsible therefore.

The contractor shall not endanger any work by cutting, digging or otherwise, and shall not cut or alter the work of any other contractor except with the consent of the Town, or its representative.

#### **12. PROPER METHOD OF WORK AND PROPER MATERIALS**

The Town, or its representative, shall have the power in general to direct the order and sequence of the work, which shall be such as to permit the entire work under this contract to be begun and to proceed as rapidly as possible and such as to bring the several parts of the work to a successful completion at about the same time.

If at anytime before the commencement or during the progress of the work the materials and appliances used or to be used appear to the Town Engineer, or his representative, as insufficient or improper for assuring the quality of the work required, or the required rate of progress, he may order the contractor to increase their efficiency or to improve their character, and the failure of the Town, or its representative, to demand any increase of such efficiency or improvement shall not release the contractor from his obligation to secure the quality of work or the rate of progress specified.

During freezing or inclement weather, no work shall be done except such as can be done satisfactorily and in a manner to secure first class construction throughout. All work shall be done in such a manner as will properly protect and support existing permanent structures, pipe lines, etc.

#### **13. INSPECTION**

Inspectors shall be authorized to inspect all work done and materials furnished. Such inspections may extend to all parts of the work and to the preparation or manufacture of the materials to be used. In case of any dispute arising between the contractor and the inspector as to materials furnished or the manner of performing the work, the inspector shall have the authority to reject material or suspend the work until the question at issue shall be referred to and decided by the Town, or its representative. The inspector shall not be authorized to revoke, alter, enlarge, relax or release any requirements of these specifications; nor approve or accept any portion of the work; nor issue instruction contrary to the plans and specifications. The inspector shall in no case act as foreman or perform other duties for the contractor or interfere with the management of the work by the latter.

Any advice which the inspector may give the contractor shall in no way be construed as binding the Town, or its representative, nor the Town in any way, nor releasing the contractor from the fulfillment of the terms of the contract.

The contractor shall be conclusively presumed to be acquainted with all existing conditions and to guarantee that all work and materials shall, upon final completion of the work, be turned over to the Town in a complete and perfect condition and the contractor shall be responsible for the proper care, maintenance and protection of all work and material until his entire contract is completed and all work and materials found in good condition and accepted. The contractor will be held responsible for the entire work until completed and accepted by the Town.

The contractor shall, at all times, provide the Town, and its representative, assistants and inspectors under him with necessary facilities for determining both on the job and at the places of manufacture, that all work being performed and all materials being manufactured are strictly in accordance with the contract.

Until acceptance of work by the Town, the contractor shall be responsible for all damages to the work including action of the elements or any other cause whatsoever. The contractor shall continuously and adequately protect the work against damage from any cause.

#### **14. WAIVER**

Neither the inspection by the Town, its representative or any part of their employees, nor any order, measurement or certificate by the Town, or its representative, nor any order by the Town for the payment of any money, nor any payment for or acceptance of, the whole or any part of the work by the Town, its representative, or the Town, nor any extension of time, nor any possession taken by the Town or its employees shall operate as a waiver of any provision of this contract or of any power herein reserved to the Town or any right to damages herein provided; nor shall any waiver of any breach of the contract constitute a waiver of any subsequent breach. Any remedy provided in this contract shall be construed as cumulative in addition to each and every remedy herein provided.

#### **15. WATER AND ELECTRIC POWER**

All water and electric power supply for construction purposes must be provided by the contractor. The cost shall be borne by the contractor.

#### **16. MACHINERY AND EQUIPMENT**

All machinery, equipment, trucks and vehicles used in the prosecution of the work or in connection therewith, shall at all times be in proper working condition.

The contractor shall be responsible for curtailing noise, smoke, fumes, or any other nuisance resulting from his operations. He shall, upon written notification from the Town, or its representative, make any repairs, replacements, adjustments, and additions and furnish mufflers when necessary to fulfill these requirements.

#### **17. RIGHT TO USE WORK**

The Town may enter upon and use the whole or any portion of the work, which may be in condition to use any time previous to its final acceptance by the Town. Such use shall not constitute or be evidence of acceptance by the Town of the whole or any part of the material furnished or work performed under the contract.

**18. NOTICE OF WARNING**

If the contractor shall fail to make prompt payment to persons supplying labor or materials for the work, or refuse or fail to supply enough properly skilled workmen or proper materials or refuse or fail to prosecute the work or any part thereof with such diligence as will insure its completion within the period herein specified (or any duly authorized extension thereof) or fail to complete the work within said period or refuse or fail to regard laws, ordinances, codes, instruction of the Town, or its representative, then the Town shall forward by registered mail to the contractor, at the address given in the contract, a Notice of Warning, and in the event the contractor fails to comply with said Notice of Warning within five (5) days from receipt thereof, the Town shall have the right to terminate the contract.

**19. WARNING SIGNS**

Contractor shall provide and maintain proper luminous warning and detour signs where directed by the Town, or its representative.

Obstruction, such as stored materials, equipment and excavations shall be marked with no less than two (2) lights which shall be no more than four (4) feet apart.

All lights shall be kept burning from one-half hour before sunset until one-half hour after sunrise.

**20. ACCIDENT PREVENTION**

During the performance of the work, the contractor shall exercise all reasonable precautions for the protection of persons and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment and all other physical hazards shall be guarded 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 inconsistent with federal, state or municipal laws or regulations.

If any operation, practice or condition is deemed by the Town, or its representative, to be unsafe, he shall notify the contractor in writing to take corrective action. Where in the opinion of the Town, or its representative, any operation, practice or condition shall be promptly discontinued and before the affected part of the work is resumed, remedial action taken.

The Town reserves the right to remedy any neglect on the part of the contractor as regards the protection of the work which may come to its attention, after twenty-four (24) hours notice in writing; except that in cases of emergency, it shall have the right to remedy any neglect without notice, and in either case to deduct the cost of such remedy from money due the contractor.

Nothing in the foregoing paragraphs shall be construed as relieving the contractor from full responsibility at all times for safe prosecution of the work.

**21. DAMAGES**

The contractor shall pay and make good all losses or damages arising out of any cause connected with the contract and shall indemnify and save harmless the Town, and its representatives, from any and all claims and any and all liability or responsibility of every nature against the Town or any of its officers or agents, by reason of, or connected with the work or materials furnished under the contract and shall pay all costs and expenses of every kind, character, and nature whatsoever, occurring upon or arising out of the contract.

All damages, direct or indirect, of whatever nature either resulting from 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 its risk until the date of the final payment request, as prepared by the Engineer.

## **22. MAINTENANCE OF TRAFFIC**

All work under this contract is to be completed within the time indicated in the Contract Agreement or as extended by the Town. If in the meantime it should become necessary, because of the lateness of the season, or any other reason to stop work, the contractor shall at his own expense, open proper drainage ditches, erect temporary structures where necessary, prepare the roads so there will be minimum interference with traffic, set up and maintain a competent organization as directed by the Town, or its representative, to keep the highways in first class condition for traffic, and take every precaution to prevent any damage or unreasonable deterioration of the work during the time it is closed.

## **23. PROTECTION OF LAND MARKERS, TREES, SHRUBS, AND PROPERTY:**

Wherever in the conduct of the work, a monument making a point of public or private survey is encountered or brought to view by excavation, the fact shall at once be communicated to the Town, or its representative. In no case shall the contractor remove the same until the location for resetting shall have been made by the Town, or its representative. All monuments or land markings exposed to view when the work is first undertaken shall be carefully preserved and the greatest care exercised to prevent injury to or disturbance of position of the monument.

The unit price of all items shall include the cost of restoring to its former condition any sidewalks or curbs, as well as restoring any trees, shrubs or lawns that may be damaged during this construction. No additional payment will be made.

The contractor is required at his own expense to obtain any and all permits for use of private property if he uses such property for storage, transportation or accomplishment of the work under the contract. Private property shall be cleaned up neatly, any damage repaired and premises restored to their original condition.

## **24. PROTECTION OF UTILITIES**

The contractor shall familiarize himself with the existence of structures of municipal and other public service corporations on or adjoining the site of the work, for the area within the scope of the contractors work. The contractor shall be responsible for calling for a mark out given reasonable opportunity to work in cooperation with the owners of these utilities in the work, reconstruction or alteration of these structures. Such reconstruction and alteration shall be so conducted as to delay or interfere as little as practicable with the work of the contractor. Any additional cost of various items or work because of these utilities shall be included in the price bid for these items.

The Town, or its representative, shall direct the public utility corporations to shift or remove those utility structures that may be necessary to permit the contractor to carry out the work in accordance with the plans. The contractor shall not remove or cause to be removed, any structure or part of a structure owned by a public utility corporation without the approval of the Town, or its representative.

The contractor shall cooperate with the public utility corporation whose structures (aerial, surface or subsurface) are within the limits of or along the outside of the right-of-way, to make it possible for them to maintain uninterrupted service. The contractor shall conduct his operations in such a way as not to delay or interfere as little as practicable with the work of the utility corporation.

**25. 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.

**26. 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. Detailed Specifications
- d. General Specifications

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 work 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 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.

**27. ADDITIONAL WORK**

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

**28. OCCUPATIONAL SAFETY AND HEALTH ACT**

The Contractor shall meet all standards of the Occupational Safety and Health Act of 1970 and subsequent revisions. This shall include, but not be limited to, the following areas:

Sanitation, noise, radiation, gases, vapors, fumes, mists, dust, illumination, ventilation, protective equipment, fire protection, waste disposal, electrical hazards, scaffolds and ladders, floor holes and wall openings, heavy equipment and permit-required confined spaces.

All specific requirements of the Act shall be adhered to.

**29. 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.

**30. 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 Town, or its representative.

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.

The building of shanties or other structures for housing the workers, tools, machinery or supplies will be permitted only at approved places, and the sanitary condition of the grounds in and at such shanties or other structures must, at all times, be maintained in a satisfactory manner.

**31. RESPONSIBILITY OF ENGINEER AND CONTRACTOR DURING CONSTRUCTION**

The Engineer is responsible solely for the general and/or detailed inspection of the work being performed. Such inspection will be periodic and strictly to assure conformance of the Contractor with the Plans and Specifications, such that the end product will conform to the Plans and Specifications.

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.

**32. 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 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.

**33. CONTRACTOR'S REPRESENTATIVE**

The Contractor, in case of his absence from the work, shall have a competent representative or foreman present, who shall follow without delay all instructions of the Engineer or his assistants in the prosecution and completion of the work, in conformity with this Contract, and shall have full authority to supply labor and material immediately. The Contractor shall also have a competent representative available to receive telephone messages and provide a reasonable reply as soon as possible, but not later than 24 hours.

**34. SCHEDULE OF VALUES (LUMP SUM CONTRACTS)**

Before the first partial payment under this Contract becomes due, the Contractor shall prepare a Schedule of Values which totals the amount of the Contract and submit it to the Engineer for approval. The Contractor shall make such revisions as may be required to make this Schedule conform to the true value of work as jointly agreed upon by the Engineer and the Contractor. The Contractor shall submit the Schedule of Values in accordance with the requirements contained in Section 012973.

**35. INCOMPETENT EMPLOYEES**

The Contractor shall employ only competent, skilled and faithful workers to do the work. Upon request of the Engineer in writing, the Contractor shall suspend or discharge from the work any disobedient, disorderly or incompetent person or persons employed thereon, and will not again employ any person so suspended or discharged without the consent of the Engineer.

This requirement shall not be made on the basis of any claim for compensation or damages against the District or any of its officers or agents.

**36. CLAIMS OR PROTESTS**

If the Contractor considers any work required of it to be outside the requirements of the Contract or considers any record or ruling of the Engineers or Inspectors as unfair, it shall ask for written instructions or decisions immediately, and then file a written protest with the District against the same within five (5) days thereafter, or be considered as having accepted the record or ruling.

**37. 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 CLS General Business Law, Part 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, the Contractor shall, without delay and at its own expense, repair the same to the satisfaction of the Engineer. If such repairs are not made promptly or satisfactorily, the District 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.

**38. INFRINGEMENT OF PATENTS**

The Contractor further agrees to hold itself responsible for any claims made against the District 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 District from all costs, expenses and damages which the District shall be obliged to pay by reason of any infringement of patents used in the construction and completion of the work.

**39. GUARANTEE/WARRANTY**

The Contractor shall guarantee and warrant its work and that of its subcontractors against defects in workmanship and/or materials for a period of one (1) year from the date of the final payment request, as prepared 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 District.

**40. STANDARDIZATION**

The Detailed and General Specifications indicate specific manufacturers and/or catalog numbers, etc., for the purpose of standardization within the District in order to minimize stockpiling of replacement parts.

FORM OF CONTRACT

TOWN OF RIVERHEAD SEWER DISTRICT  
DEFRIEST PUMP STATION CONTROL PANEL REPLACEMENT  
CONTRACT No. RDSD 2201  
ELECTRICAL CONSTRUCTION

CONTRACT DATED \_\_\_\_\_, 2022 BY AND BETWEEN THE TOWN OF RIVERHEAD (HEREIN  
CALLED THE "OWNER") AND \_\_\_\_\_  
(HEREIN CALLED THE "CONTRACTOR")

WITNESSETH, the Town and the Contractor, in consideration of the premises and of the mutual covenants, considerations and agreements contained, agree as follows:

The Notice to Bidders, Instruction to Bidders, Proposal Form, Form of Bond, Conditions of Contract, General Conditions, Specifications, Form of Contract, Construction Drawings, 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 Table of Contents, title, heading, headlines and marginal notes contained herein are solely to facilitate reference to 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 the Notice to Bidders, Instruction to Bidders, Proposal Form, Form of Bond, Conditions of Contract, General Conditions, Specifications, Form of Contract, Construction Drawings, and any Addenda. In case of any conflict or inconsistency between the provisions of the conditions of this contract shall govern.

IN WITNESS THEROF, the parties hereunto set their hands and seals, and such of them as are corporations have caused these presents to be signed by their duly authorized officers.

NOTE: Quantities of any or all items may be increased, decreased or eliminated in their entirety at the option of the Town prior to or after award of the contract.

Total Bid

\_\_\_\_\_ Dollars \_\_\_\_\_

(written in words)

(figures)

ATTEST: TOWN OF RIVERHEAD

\_\_\_\_\_  
SUPERVISOR

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
TITLE

FORM OF CONTRACT

STATE OF NEW YORK

)

)ss:

COUNTY OF Suffolk )

On this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_ before me personally appeared

\_\_\_\_\_.

(Town Supervisor)

The duly elected and qualified Supervisor of the Town of Riverhead, the corporation described in and which executed the foregoing instrument, to me known and known to me to be such Supervisor of the Town of Riverhead; and he being by me duly sworn did depose and say; that he is the Supervisor of the Town of Riverhead; that he resided at

\_\_\_\_\_, Suffolk County, New York; that he knows the corporation seal of said Town of Riverhead; that the seal affixed to said instrument is such corporate seal; and that he executed the same as such Supervisor for the purpose herein mentioned.

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

FORM OF CONTRACT

Acknowledgement by Contractor if a PARTNERSHIP

STATE OF NEW YORK )

)ss:

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_\_\_, before me personally appeared  
\_\_\_\_\_  
to me known to by the person described in and who executed the foregoing  
instrument and who acknowledged to me that he executed the same.

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

Acknowledgement by Contractor if a PARTNERSHIP

STATE OF NEW YORK )

)ss:

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_ before me personally came  
\_\_\_\_\_  
to be known and known to be to a member of  
\_\_\_\_\_  
the firm described in and which executed the foregoing instrument and he  
acknowledged to me that he subscribed the name of said firm thereto on behalf of said firm for the purpose  
therein mentioned.

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

FORM OF CONTRACT

Acknowledgement by Contractor if a CORPORATION

STATE OF NEW YORK )

)ss:

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, before me personally came  
\_\_\_\_\_ to me known, who being by me duly sworn, did depose and say that he resides  
at \_\_\_\_\_ of  
\_\_\_\_\_ in the state of \_\_\_\_\_ that he is the  
\_\_\_\_\_ of the \_\_\_\_\_ the corporation described in and which  
executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said  
instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and  
that he signed his name thereto by like order.

---

Notary Public

## INDEMNITY, LIMITATION OF LIABILITY

### 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.

## CONTRACTOR'S RESPONSIBILITY

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

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

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

**PART 1 - GENERAL****1.01 - BRIEF PURPOSE OF PROJECT / GENERAL**

- A. The purpose of the project is to replace the pump control panel and level sensing elements at the Defriest Pump Station.
- B. This Section provides an abbreviated summary of the work for the Construction Contract.

**1.02 - NOMENCLATURE**

- A. The terms "Contractor" and/or "Prime Contractor" where used within the body of this Construction Contract shall refer to the individual or company who has entered into an agreement with the Owner to perform the work contained within those 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.
- B. This abbreviated work summary is provided 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. Demolition and removals as noted and shown on the Drawings.
  - 2. Furnishing a new control panel for automatic pump control. Accessories include new level floats, level transducer, and associated conduit and wire.
- D. All other work shown and specified within 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 is not limited to, the following:
  - 1. Adherence to work restrictions as specified in Section 011400. Such restrictions include, but is not limited to:
    - a. Guidelines and requirements of the "Owner", Riverhead Sewer District, in accordance with the Riverhead Sewer District Sewer Use Ordinance.

- b. Guidelines and requirements of the Suffolk County Department of Health Services (SCDHS)
- c. Guidelines and requirements of the New York State Department of Environmental Conservation (NYSDEC)
- d. Local laws and ordinances of the Town of Riverhead

**1.05 - PARTIAL LISTING OF OVERALL CONTRACT REQUIREMENTS**

- A. The Contract Documents detail the work included in this Contract. Related requirements and conditions covered by this Contract include, but is not limited to, the following:
  - 1. Debris removal and daily and final cleaning up.
  - 2. Coordination with the Owner.
  - 3. Coordination with utility companies' necessary to schedule connection of services, and management of the installation as noted on drawings.
  - 4. Site utilization and management so as not to disrupt the Owner's ability to operate the existing facilities in a safe and efficient manner.
  - 5. Maintain the Owner's ability to operate the facility at all times during the construction period.
  - 6. Facilities to be used during the contract period that are to be used by the Owner or his representatives and others involved with constructing the project.
  - 7. Product and equipment storage and handling requirements.
  - 8. Starting and adjusting of the equipment and systems required under the project.
  - 9. Site safety in accordance with all applicable federal, state, and local regulations.
  - 10. Project submittals, meetings, professional photographs, testing services, work plans, schedules, shop drawings, closeout procedures and documents, manuals, as-built drawings, and final commissioning of the work shall be provided as required by the Contract.
  - 11. Provide and maintain, at all times, temporary roadways for site access to all parties involved with the project.

12. Sequence and schedule the construction so that new facilities come on-line before pre-existing facilities are demolished, dismantled or taken offline.
13. Temporary facilities and controls necessary to construct the project and to maintain permit levels of sewage treatment at all times.

#### **1.06 - OWNER SUPPLIED PRODUCTS AND UTILITIES**

- A. The Owner will not be supplying equipment, labor, or tools for the project.
- B. The Owner will pay for electricity usage. The restrictions on electrical usage shall be as follows:
  1. Power tool usage will only be permitted during specified working hours.
  2. Power for dewatering, bypass pumping utilizing electric pumps with motors greater than 1/3 horsepower and portable heaters will not be permitted.
  3. Sump pumps, if less than 1/3 horsepower will be allowed. Only two (2) sump pumps will be permitted to operate at the same time.
- C. The Owner reserves the right to stop paying for electrical usage at any time if, in the opinion of the Owner/Engineer, the Contractor causes excessive electrical charges or does not conserve electricity to the maximum extent possible in the opinion of the Engineer. All Contractors shall conserve electricity during the course of construction.

#### **1.07 - EXISTING CONDITIONS**

- A. The Drawings show certain information that has been obtained by the Owner regarding various pipelines, utilities, and structures that exist at the location of the project both below and at grade.
- B. The Owner and the Engineer expressly disclaims all responsibility for the accuracy or completeness of the information given on the Drawings with regard to existing facilities.
- C. In the case where the Contractor discovers an obstruction not indicated on the Drawings or not described via specification reference, then the Contractor shall immediately notify the Engineer of the obstructions' existence.
- D. The Engineer will determine if the obstruction is to be relocated or removed.
- E. Compensation for this extra work will be paid for in accordance with the provisions in the Contract for "Extra Work".

**PART 2 - PRODUCTS**

Not Used

**PART 3 - EXECUTION**

Not Used

**END OF SECTION**

**PART 1 - GENERAL****1.01 - SECTION INCLUDES**

- A. Site access and control of areas outside of site.
- B. Contractor use of 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.
- F. Suggested construction sequence.

**1.02 – SITE ACCESS AND CONTROL**

- A. The Contractor shall use the designated entrance to the site as shown on the drawings. If no site entrance is designated, the Contractor shall use an entrance designated by the Owner's Construction Representative.
  - 1. The Owner may permit, solely at the Owner's discretion, the temporary use of another entrance for site access.
  - 2. The Owner will only review requests made by the Contractor for an exception to the designated site entrance if made in writing at least 72 hours in advance of each of the times desired for use.
- B. All contractors to maintain the entrance area clear of materials, vehicles and any other obstacle or debris. Failure to do so will result in a minimum back charge of \$750 per occurrence.
- C. The area around the site is a commercial neighborhood. The Owner intends to be a good neighbor. The Contractor shall not close any road for any period of time. The Contractor shall take whatever measures are necessary to not cause any inconvenience to the area's residents and businesses.
- D. The Contractor is responsible to employ methods to prevent construction materials and/or debris from leaving the site. The Contractor is responsible to routinely monitor the areas surrounding the site during the day as well as at the end of the work-day and to immediately clean up any area to its previous condition.

- E. The Contractor shall employ methods to prevent the transmission of dirt from vehicles driving on exposed areas of the site from reaching the surrounding roadways. The Contractor will be responsible to immediately clean the roadway, should the measures being taken by the Contractor be found to not satisfactorily control the transmission of any dirt to the roadway.
- F. Any damages to areas outside the site, spills of soil, liquid, or any other material shall immediately be repaired, cleaned and restored to its previous condition.
- G. The Contractor shall comply with all state and local requirements for allowable weight limits of vehicles on all roads.
- H. The Owner reserves the right to back charge the Contractor for all costs associated with maintaining the grounds as well as maintaining areas outside the site, which may be disturbed by the Contractor should the Contractor fail to maintain or repair the aforementioned in a condition acceptable to the Owner.

#### **1.03 - CONTRACTOR USE OF THE PREMISES**

- A. Premises, for the purpose of this Contract, shall mean the site, buildings and other structures located within the property line or in any temporary or permanent construction easements identified on the plans.
- B. The Contractor shall use and manage the premises and the associated construction activities as follows:
  - 1. To not hinder the Owner's ability to operate their facilities,
  - 2. To allow for stockpiling of construction material and debris without any significant hardship, as defined by the Owner's Construction Representative, on the Owner or other contractors,
  - 3. To allow utility companies to install their work,
  - 4. To allow for the delivery of equipment and materials by independent trucking companies by leaving enough space for backing in and out of areas,
  - 5. To allow for the safe, unimpeded travel way of the Owners vehicles, Owner's Construction Representative's vehicles, Architect's and Engineer's vehicles, construction vehicles and heavy construction equipment about the entire site.
- C. Contractors shall maintain the premises in a safe condition throughout the construction period. Compliance with OSHA regulations and site safety shall be the responsibility of the Contractor as

it relates to work of the Contract. The posting of all applicable OSHA safety signs shall be the responsibility of the Contractor.

- D. Contractor(s) shall be responsible for protecting Owner's property. All existing buildings, structures, shrubs, trees, lawn fixtures, sculptures and misc. equipment shall be protected at all times. Any removals or relocation of said objects, if allowed shall be as directed by Owner's Construction Representative.
- E. Contractor shall protect all of the physical structures, property and improvements upon the site from damage by their Work and shall immediately repair or replace damage caused by construction operations, employees or equipment employed by the Contractor. All labor, materials and equipment and outside contractors that are employed by the Owner to repair damage caused by the Contractor shall be billed to the Contractor directly or withheld from money due the Contractor for work already completed.
- F. Limit use of the site to the area(s) shown on the Contract Drawings and the adopted Site Utilization Plan. Confine operations to permit others working on the site easy access to all areas of Work.
- G. Keep all existing operations areas, 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 selected under the Site Utilization Plan or as designated by the Owner's construction representative. Locate storage sheds and trailers to areas designated in the plan or by the Owner's Construction Representative.
- H. The construction site space is limited and it shall be the Contractor's responsibility to manage the site during the entire construction period with input from all concerned parties as to meeting their needs. Equal consideration of the needs of others with that of the Contractor's shall be provided as judged by the Owner.
- I. Contractors are responsible for cleaning up their own materials and debris. Failure to maintain a clean work site daily, will result in other performing the work and contractor(s) being back charged for the cleaning cost plus construction administration fees.
- J. Should it become necessary to access the existing building during construction hours for measurements or other non-disruptive work, the contractor shall be escorted by an Owner's Construction Representative.
- K. Refer to Section 015000 - Temporary Facilities and Controls for minimum rubbish removal requirements.

- L. Do not discard or dispose of any waste on-site.
- M. Open fires will not be permitted on the site.
- N. No storage or staging is available at the site.

#### **1.04 - CONTRACTOR STORAGE, PARKING AND DELIVERIES**

- A. Contractors must provide exterior storage containers when required. Final location of storage container shall be determined by the Owner.
- B. Do not unreasonably encumber the premises with materials and equipment. Do not store material in existing buildings. Store all equipment and materials to allow the Owner's employees to operate and conduct their business safely.
- C. Confine premise storage areas to locations designated by the Owner. Immediately repair or replace damaged facilities to the satisfaction of the Owner and to a condition that existed before the damage occurred as determined by preconstruction photographs, or if photographs are unavailable, to that deemed by the Owner.
- D. No storage materials will be permitted within the buildings at any time during construction.
- E. Contractor shall provide minimum of 48 hours advance written notice on working days to the Owners Construction Representative for deliveries of materials, site visits by inspectors, manufacturers representatives or any other occasion that impacts the use of the site. Contractor shall be responsible for any costs that are incurred by the owner, for failure to meet previously agreed upon appointments or work schedules.
- F. Deliveries sent to the Owner will not be signed for or unloaded by the Owner. They will be directed to the construction site and if no employee is on site, the delivery will be rejected, at the contractor's expense.
- G. Night deliveries of equipment (past the designated quitting time) will not be permitted. Do not schedule trucking companies to deliver equipment or wait for the job site to open. Delivery trucks shall not obstruct the site entrance, shall not sit within the neighborhood causing an obstruction or perceived nuisance, nor be left idling on or off the site for any period of time.
- H. Parking shall be in the designated areas of the site only. All automotive type vehicles are to be locked when parked or unattended to prevent unauthorized use. Do not leave vehicles or equipment unattended with the motor running or the ignition key in place. Any vehicles or trucks in non-designated areas may be towed at contractor's expense.

**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 - 3:30 pm.
- B. Employees are to act in a professional manner. Any employee using inappropriate language or who is disruptive to the work environment will be banned from the site.
- C. Proper work attire is required. Shirts are to be worn at all times and no short pants are permitted.
- D. Employees shall not converse with local residents or Owner's employees.
- E. Any employee found under the influence of any drug or alcohol will be banned from the site.

**1.06 - CONTRACT REQUIREMENTS RELATED TO MAINTAINING OWNER'S CURRENT OPERATIONS AND EXCESS INSPECTION REQUIRED**

- A. The Contractor shall schedule working days and hours as specified. The Contractor shall pay all excess costs for inspection services provided by the Owner/Engineer for working beyond the times specified.
- B. The hourly rate paid for inspection services beyond normal working hours shall be at a maximum billing rate of \$200 per hour, which shall be used to compute the overtime hourly charge.
- C. It is the Contractor's responsibility to determine the dollar amount to be included in the bid to pay for the services of one (1) inspector to be present during the entire time work is being performed beyond a normal 8-hour day. If the Owner elects to have more than one representative present, then the cost of the additional inspector(s) will not be paid for by the Contractor. The maximum hourly billing rate applies for all instances where excess engineering is performed beyond a normal 8-hour work day.
- D. The Contractor will be allowed to work early morning hours if a planned tie-in must be performed. Early morning work is required since it is a low flow period. Provide 72 hours advanced notice to the Engineer for all early morning work together with a written plan as to the steps necessary to construct the work. The overtime salary costs for early morning tie-in work associated with having the operations staff of the treatment facility present shall be paid by the Contractor. This cost will be eligible for reimbursement payment as specified in Section 012100 – Allowances.

**1.07 – SUGGESTED CONSTRUCTION SEQUENCE**

- A. The following is a suggested general, not all-inclusive, sequence of construction that may be used to complete all work under the Contract within the time specified.
- B. Work restrictions may be noted throughout the suggested sequence provided below. The Contractor shall comply with all noted work restrictions that appear.
- C. The following suggested sequence is provided for information only:
  1. Prepare proposed location of new control panel.
  2. Install new control panel.
  3. Perform startup activities.
  4. Place new controlling system into permanent operation with existing pumps.
  5. Remove old control panel and associated level control elements.
  6. Perform final clean-up activities.
  7. Complete all remaining contract work.

**PART 2 – PRODUCTS**

Not Used

**PART 3 – EXECUTION**

Not Used

**END OF SECTION**

**PART 1 - GENERAL****1.01 - DESCRIPTION**

- A. Work under this Section specifies the procedures used to process partial and final payments. It also includes the procedure for issuance of the Certificate of Substantial Completion and the Final Payment.
- B. If there are any discrepancies between this Section of the Contract Documents and the Contract, General Conditions, then the Contract and General Conditions shall govern.

**1.02 - RELATED SECTIONS**

- A. Section 012973 - Schedule of Values

**1.03 - TIME FOR COMPLETION**

- A. Since 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 in as much 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 in the Notice To Proceed. The Contractor shall prosecute the Work with diligence from day to day, and complete it at the time fixed.
- D. For the purpose of defining completion date, the Project will be considered complete when all work covered by the Contract has been performed.

**1.04 - PARTIAL COMPENSATION**

- A. At the Owner's discretion, the Contractor may receive compensation for materials, equipment, and products delivered to the site yet not installed provided:
  1. A cancelled check or paid bill from the supplier is submitted to the Engineer/Architect indicating that the Contractor has paid the supplier for the material or equipment.

2. A certificate of insurance is provided specifically insuring the piece of equipment for full value in the event of loss, vandalism, fire, and act of God.
3. A bill of material is delivered to the Engineer/Architect at the time of delivery itemizing the subject material or equipment.
4. The Engineer/Architect has agreed to the pre-purchasing of the materials.

B. Payment will be made for on-site material and/or equipment for 80% of the gross amount of the paid invoice, less the normal contract retainage.

C. The Contractor will not receive compensation for materials, equipment, and products stored in the Contractor's yard or shop.

D. The Contractor will not receive compensation for material, equipment, and products stored on site if it has not been stored in accordance with the manufacturer's requirements and the requirements specified elsewhere within these specifications.

E. Payment(s) made under this paragraph do(es) not relieve the Contractor from his/her responsibilities under the terms of this Contract.

#### **1.05 - PAYMENT TO CONTRACTOR**

A. Submit with each and every voucher for payment for work completed under this Contract, a statement as to the amounts due and owing by the Contractor to labor, subcontractors and materialmen and a certificate relative to payments now due.

1. All statements shall be signed by the Contractor's authorized representative and witnessed by a notary public.
2. A Specimen of the required statement is attached and made a part of this Section of the Contract Documents.

B. Every application for payment shall consist (and be in the order of) the following properly prepared and executed documents:

1. Transmittal letter or memo describing the exact contents of the payment application
2. Signed invoice on company letterhead
3. Owner's voucher executed by the Contractor (if required)

4. Schedule of Values showing derivation of the invoiced amount, consistent with the proposal form(s)
5. AIA Documents as specified in Section 012973
6. Certified payroll records prepared in accordance with standard accounting procedures in a form acceptable to the Owner
7. Payment affidavits (Specimen forms provided herein this Section and as specified above)
8. Invoices and required backup information for payment to be made out of cash allowance(s)

C. The Engineer/Architect will not process partial payment applications until the required documents are submitted in the prescribed form as may be discussed at the pre-construction conference or as may be required by the Owner.

D. Payment requests shall not be submitted more than once per month.

**1.06 - SUBSTANTIAL COMPLETION AND FINAL PAYMENT REQUEST**

A. Substantial Completion:

1. Upon Substantial Completion of the Work as defined herein and acceptance thereof by the Engineer/Architect/Owner, and as soon thereafter as practicable, the Engineer/Architect will prepare a Certificate of Substantial Completion.
  - a. The Engineer/Architect will establish the date of Substantial Completion when the project is accepted and ready for operation for the intended purpose, and no large, major or important items of work are as yet outstanding; thus the Owner has gained *Beneficial Use* of the project.
  - b. The Certificate of Substantial Completion will indicate the value of work performed, materials and equipment furnished, and otherwise show the exact aggregate amount equal to one hundred percent (100%) of the total compensation to which the Contractor is entitled for the performance of the Contract, less the amount of previous payments, less the sum as stipulated below for remaining Punchlist work.
  - c. All documents as specified in Sections 017800, 017823, and 017839 shall be submitted and approved prior to Substantial Completion.

- d. The Certificate of Substantial Completion will be submitted to the Owner and a copy furnished to the Contractor.
  - e. Upon approval of the Certificate of Substantial Completion by the Owner, and as soon as practicable thereafter, the Owner will pay the Contractor.
2. Attached to the Certificate of Substantial Completion will be a Punchlist itemizing the items of work remaining.
  - a. The Punchlist will include "minor" items only, as so defined solely by the Engineer/Architect.
  - b. Any prior punchlists, which include "major" or significant items, as defined by the Engineer/Architect, shall not be criteria in establishing the date of Substantial Completion.
  - c. This Punchlist shall not be considered all-inclusive and any outstanding contract requirements discovered by the Owner or the Engineer/Architect shall be installed, repaired, replaced and corrected prior to the final inspection. The Engineer/Architect will provide written notice of such additional outstanding work items.
  - d. The Engineer/Architect will calculate and itemize, in the Certificate of Substantial Completion, the value of the Punchlist work as being the larger sum of either:
    - 1) Two times the sum of money which, in the Engineer/Architect's opinion, would be necessary to expend if the Owner were to contract with others for the final completion of the work and satisfaction of all Punchlist items, or
    - 2) The sum of money represented in the Contractor's bid schedule or Schedule of Values for the Punchlist items.
3. The Certificate of Substantial Completion shall fix the time for the Contractor to finish all Punchlist work.
4. The Contractor shall prepare a Substantial Completion partial payment application as specified in paragraph 1.05 herein, which shall be made a part of the Certificate of Substantial Completion.

5. The warranties/guarantees for all equipment, products and services required by the Contract Documents shall commence on the date that the Owner accepted/executed the Certificate of Substantial Completion.
6. The warranties/guarantees for all equipment, products and services represented on the Substantial Completion Punchlist will begin on the date that the Owner accepted the Final Payment Request as hereinafter specified.
7. Removal of the Contractor's plant and equipment and other inconsequential adjustments which do not prevent *Beneficial Use* of the Project, will not be a factor in establishing the date of Substantial Completion.
8. Only the Final Payment Request will be processed after Substantial Completion has been reached.

B. Final Completion:

1. Upon receipt of written notice that the work of the Contract is ready for final inspection and upon receipt of a Final Payment Request, the Engineer/Architect will make a *formal inspection*.
2. An amount of **\$1,000.00 (ONE THOUSAND DOLLARS AND ZERO CENTS)** will be deducted from the Contractor's Final Payment for each *formal inspection* where uncompleted work of the Contract was found by the Engineer.
3. All spare parts shall have been delivered prior to a final inspection.
4. Upon Final Completion of the Work in accordance with the Contract and acceptance thereof by the Owner, and as soon thereafter as practicable, the Engineer/Architect will process the Contractor's Final Payment Request.
  - a. The Final Payment Request will indicate the value of the work performed, materials and equipment furnished, and otherwise the exact aggregate amount of compensation to which the Contractor will become entitled under the terms of the Contract.
  - b. Upon approval of the Final Payment Request by the Owner, and as soon as practicable thereafter, the Owner will pay the Contractor an amount equal to one hundred percent (100%) of the total compensation to which the Contractor is entitled for the performance of the Contract, less the amount of all previous payments.

5. The issuance of the Final Payment Request and payment in full to the Contractor shall be contingent and conditioned upon submission by the Contractor of a *Maintenance Bond*.
  - a. The Bond shall be in a form approved by the Owner and issued by a surety acceptable to the Owner in its sole and absolute discretion.
  - b. The Bond shall remain in effect as specified elsewhere in the Contract Documents.

#### **1.07 - 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/her, the Contractor shall return such copy to the Owner together with a statement of his/her objections to such payment request and of any claim for damages or compensation in excess of the amounts shown on the Final Payment Request.
- B. The acceptance by the Contractor of the Final Payment Request as approved by the Owner shall constitute a release and shall discharge the Owner and Engineer/Architect 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.

#### **1.08 - RELEASE OF RETAINAGE & REINSPECTION OF WORK**

- A. Retainage will be released as specified in the Contract Documents.
- B. During the last month of the *Maintenance Bond* period, the Owner may make, or cause to be made, a reinspection of the Work. If the Work is found satisfactory and in accordance with the Contract Documents, the Owner will approve the termination of the Contract.
- C. In the event the inspection discloses the existence of defects in the materials, equipment or workmanship or other noncompliance with the Contract Documents, the Contractor shall be required to immediately make good and rectify all defects.
  1. Any item of equipment that has failed to maintain the performance or other salient requirements of these specifications, shows undue wear, or other deleterious defects, will be considered defective.
  2. If the Contractor shall fail or neglect to satisfy the requirements of the Owner with respect to making the necessary corrections, then the Owner may proceed to have the work

executed by others and the cost and expense thereof will be borne by the Contractor and his Sureties.

3. Correction of defects and noncompliance and payment for such by the Contractor or his Sureties shall terminate the Contract and release all parties hereunder.

#### **1.09 - 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.
- B. 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 Engineer/Architect shall be the sole judge, and the Contractor shall be liable to the Owner for failure to do so.

#### **1.10 - RIGHT TO WITHHOLD PAYMENTS**

- A. The Owner may withhold from the Contractor the amount of any payments due him as may in the judgment of the Owner be necessary:
  1. To assure the payment of any lien, stop notice or claim filed with the Owner for work, labor or materials, done, performed, or delivered and used in the prosecution of the Work herein provided for (whether in strictly legal form or otherwise); or
  2. To protect the Owner from loss due to defective work not remedied or through any improper or defective machinery, implements or appliances used by the Contractor or for failure of the Contractor to fully comply with all requirements of the Contract; or
  3. To protect the Owner from loss due to injury to persons or damage to the work or property of other contractors, subcontractors, or others, caused by the act or neglect of the Contractor or any of his subcontractors.

- B. The Owner shall have the right as agent for the Contractor to apply any amounts so withheld in such manner as it may deem proper to satisfy such claims or secure such protection. Such application of such money shall be deemed payments for the account of the Contractor.
- C. Before release to the Contractor of any funds retained under this provision, the Contractor shall furnish satisfactory written evidence to the Owner that the claim or claims have been fully paid or satisfied.

**PART 2 - PRODUCTS**

Not Used.

**PART 3 - EXECUTION**

Not Used

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**SPECIMEN**

**STATEMENTS AS TO AMOUNTS DUE AND OWING BY CONTRACTOR TO LABORERS, SUBCONTRACTORS AND MATERIALMEN. THIS DOCUMENT SHALL BE SUBMITTED WITH EACH AND EVERY VOUCHER.**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.:  
\_\_\_\_\_, being duly sworn, deposes and say that he is an Officer of \_\_\_\_\_ furnishing labor and materials in connection with a public improvement for **Defriest Pump Station Control Panel Replacement** project for \_\_\_\_\_ work and that to his knowledge all laborers for daily or weekly wages employed by \_\_\_\_\_ have been paid in full and to the best of his knowledge all laborers with daily or weekly wages employed by subcontractors of \_\_\_\_\_ on such employment have been paid in full, except as follows:  
\_\_\_\_\_  
\_\_\_\_\_

And, that to his knowledge, all subcontractors for labor and/or materials engaged by \_\_\_\_\_ and material dealers engaged by it have been paid by it in the amount of money due them or not less than the amount paid by the Owner to the Contractor on account of their labor and/or materials in accordance with previous requisitions.

This statement is made pursuant to all applicable provisions of the Labor Law of the State of New York.

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

**Note: The Contractor shall retype this document on company letterhead or use the form provided by the Owner.**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.:  
 )

\_\_\_\_\_, being duly sworn, deposes and says that deponent is an Officer of \_\_\_\_\_ the corporation named in this action; that deponent has read the foregoing Statement and knows the contents thereof; and that the same is true to deponent's own knowledge, except as to the matters therein stated to be alleged upon information and belief and to those matters deployment believes it to be true. This verification is made by deponent because \_\_\_\_\_ is a corporation.  
Deponent is an officer of the company.

By: \_\_\_\_\_  
Officer

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

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

**END OF SECTION**

**PART 1 - GENERAL****1.01 - SECTION INCLUDES**

- A. Allowance pricing for the following items:
  - 1. Contingency Account.
- B. This Section covers the requirements for use of the cash allowances listed above contained in the proposal (Bid Forms, Price Schedule) and included in the Contract Price bid by the Contractor and defines and stipulates the charges that will be paid for out of the stipulated allowances.
- C. The Contractor shall include the cash allowances stipulated in this Section in the amount bid (Base 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 the lump sum base bid.

**1.02 - SUBMITTALS**

- A. Make all submissions under the provisions of **Section 013300**.
- B. For each type of product/material specified to be furnished under allowance pricing provide documentation of the unit pricing on manufacturer's letterhead certifying pricing of the product/material.
- C. Submit additional backup information to substantiate the invoiced amount(s) as the Engineer/Architect may require for review and approval, prior to order or payment of item.
- D. Provide written breakdowns for extra work as the Owner may require.

**1.03 - CHANGES TO STIPULATED (CASH) ALLOWANCE**

- A. If the actual cost of services differs from the cash allowance, then the Contract Price will be adjusted accordingly.

**1.04 - PAYMENTS TO BE MADE OUT OF CONTINGENCY ACCOUNT**

- A. Include the cash allowance of **\$15,000 (FIFTEEN THOUSAND DOLLARS AND ZERO CENTS)** in the amount bid for use upon the Owner's instructions.
- B. The Owner will draw funds from the contingency account only upon prior approval by the Owner's Construction Field Representative and Architect/Engineer.
- C. Funds remaining at project closeout shall be credited to the Owner.

**PART 2 - PRODUCTS**

Not Used

**PART 3 - EXECUTION**

Not Used

**END OF SECTION**

**PART 1 – GENERAL****1.01 – SECTION INCLUDES**

- A. This Section includes the requirements for substitution of specified products during construction.
- B. The Engineer/Architect will consider requests for substitutions only within thirty (30) days from the date of the Notice to Proceed.
- C. Only products not specifically named in the bid are eligible for substitution in accordance with the requirements contained herein these specifications.
- D. Products named by the Bidder, at the time of bid, shall be furnished and installed and substitutions will not be considered by the Owner/Engineer/Architect for those products named in the bid.

**1.02 - CONTRACTOR'S OPTIONS**

- A. For products specified only by reference standard, select any product meeting that standard.
- B. For products specified by naming several products or manufacturers, select any one of the products or manufacturers named which complies with the Specifications.
- C. Where products are not named, then submit products that meet the specifications.

**PART 2 - PRODUCTS****2.01 - SUBSTITUTIONS**

- A. Name - The Drawings and Specifications list acceptable manufacturers, commercial names, trademarks, brands and other product, material and equipment designations. Such names are provided to establish the required type, quality and other salient requirements of procurement.
- B. Equals - An item equal to that named or described on the Drawings or in the Specifications may be provided by Contractor if accepted by the Engineer/Architect.
- C. A request for product substitution constitutes a representation that the Contractor:
  - 1. Has investigated proposed Product and determined that it meets or exceeds the quality level of the specified Product.
  - 2. Shall provide the same warranty for the Substitution as for the specified Product.

3. Shall coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
4. Waives claims for additional costs or time extension that may subsequently become apparent.
5. Shall reimburse the Owner and the Engineer/Architect for review or redesign services associated with re-approval by authorities.
6. Shall reimburse the Owner for all additional engineering and/or architectural services claimed by the Engineer/Architect for extra services associated with the review of the Contractor's substituted item since it could not have been originally included in the Engineer/Architect's professional services agreement. Reimbursement shall be based on the man-hours expended, at current billing rates.

D. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.

E. Substitution Submittal Procedure:

1. The Contractor shall submit three (3) copies of the Request for SUBSTITUTION FORM for consideration including all required information.
2. The Contractor shall use the form included within this Section.
3. All forms shall be type written.
4. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence.

F. The burden to prove product equivalence rests on the Contractor.

G. The Engineer/Architect will notify Contractor in writing of decision to accept or reject request and at that time the Contractor can make a formal submittal in accordance with the requirements in Section 013300.

H. Substitutions may be considered when a product becomes unavailable through no fault of the Contractor.

**PART 3 - EXECUTION**

Not Used

**This space left intentionally blank.**

**REQUEST FOR SUBSTITUTION FORM**

Project:

Substitution Request  
Number:

Contractor:

Address:

To:

Date:

H2M Project Number:

Owner:

Contract Name:

Contract No.

Specification Title:

Section:

Page:

Article/Paragraph:

Drawing No(s):

Proposed Substitution:

Manufacturer:

Address:

Trade Name:

Phone #: ( )

Installer:

Address:

Phone #:

History:  New product  2-5 years old  5-10 years old  More than 10 years old

Differences between proposed substitution and specified product:

Point-by-point comparative data attached

---

Reason for not providing specified item (Attach separate sheet if necessary):

**Typical Similar Installation:**

Project:

---

Engineer/Architect:

---

Address:

---

Owner:

---

Date Installed:

---

Submit complete installation list on separate sheets.

---

Proposed substitution affects other parts of Work:

No

Yes

Explain:

Gross Savings to Owner for accepting substitution: \$\_\_\_\_\_

Proposed substitution changes Contract Time:  No  Yes

Add / deduct (circle): \_\_\_\_\_ days

Supporting data attached for evaluation of the proposed substitution:

Product Data  Photos  Drawings  Tests  Reports  Samples

Other

(explain): \_\_\_\_\_

---

Attached data includes description, specifications, drawings, photographs, performance and test data adequate for evaluation of request; applicable portions of data are clearly identified.

Attached data also includes a description of changes to Contract Documents that proposed substitution will require for its proper installation.

The undersigned certifies that the following paragraphs, unless modified by attachments, are correct:

1. Proposed Substitution has been fully checked and coordinated with Contract Documents.
2. Proposed Substitution does not affect dimensions shown on Drawings.
3. The undersigned will pay for changes to building design, including Architectural and Engineering design, detailing, and construction costs caused by requested Substitution.
4. Proposed Substitution will have no adverse affect on the construction schedule, or specified warranty requirements.
5. Maintenance and service parts will be locally available for proposed substitution.
6. The undersigned further states that the function, appearance, and quality of proposed Substitution are equivalent or superior to specified item.

This request for product substitution also constitutes a representation that I, as the Contractor:

1. Has investigated proposed Product and determined that it meets or exceeds the quality level of the specified Product.
2. Shall provide the same warranty for the Substitution as for the specified Product.
3. Shall coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.

4. Waives claims for additional costs or time extension that may subsequently become apparent.
5. Shall reimburse the Owner and the Engineer/Architect for review or redesign services associated with re-approval by authorities.
6. Shall reimburse the Owner for all additional engineering/architectural services claimed by the Engineer/Architect for extra services associated with the review of the Contractor's substituted item since it could not have been originally included in the Engineer/Architect's professional services agreement. Reimbursement shall be based on the man-hours expended, at current billing rates.

---

Contractor's Authorized Representative  
(Typewritten):

---

Authorized Signature:

---

Date:

---

**END OF SECTION**

**PART 1 - GENERAL****1.01 - SECTION INCLUDES**

- A. Schedule of Values

**1.02 - SCHEDULE OF VALUES**

- A. Submit for approval prior to the start of the work a Schedule of Values that indicates a breakdown of the labor, materials and equipment and other costs used in the preparation of the bid. This schedule shall be in sufficient detail to indicate separate figures for such items as excavation, concrete, equipment and all other items making up the lump sum price. The cost breakdown shall be separately itemized for each lump sum bid item in the project.
- B. Where the cost breakdown includes items for bond payment, insurance payment, job set-up, or job mobilization, these items will be paid based on paid invoices and copies of cancelled checks.
- C. Submit a Schedule of Values to the Engineer/Architect for review and approval within thirty (60) calendar days from the date shown on the Notice to Proceed.

**1.03 - FORM OF SUBMITTAL**

- A. Submit typewritten Contract Cost Breakdown on AIA Form G703 - Application and Certificate for Payment Continuation Sheet or EJCDC 1910-8-E. The Engineer reserves the right to revise the form or provide a form prepared by the Engineer.
- B. Use the Table of Contents of the Contract Specifications as a basis for format for listing costs of work for Sections under Divisions 1-48 as sections apply to work. Not all Sections need be assigned a breakout price as determined by the Engineer/Architect.
- C. Identify each line item with number and title as listed in Table of Contents.
- D. Provide dollar values for each line item for labor, overhead, profit, material, and equipment components for each category of work if requested by the Engineer.
- E. List quantities of materials specified under unit price allowances.
- F. The Schedule of Values, after approval by the Engineer/Architect, shall be the basis for the Contractor's Application for Payment.
- G. The first Application for Payment will not be reviewed prior to an approved breakdown.

**1.04 - PREPARATION OF SCHEDULE OF VALUES**

A. In addition to the above, provide a separate line item cost for each of the following items which shall be supported by proof where specified below:

1. Performance and payment bonds. (Submit proof of this amount.)
2. Insurance. (Submit proof of this amount.)
3. Mobilization and Demobilization (Amounts shall be equal in value).
4. Temporary facilities and measures as specified in Section 015000.
5. Project Coordination Meetings as specified in Section 013100.
6. Construction photographs as specified in Section 013233. (Submit proof of this amount.)
7. All Cash Allowance items as contained in Section 012100.
8. Record Drawing retainage amount specified in Section 017839.
9. Final cleaning.

B. Show total costs including overhead and profit.

C. Provide additional details and data to substantiate the cost breakdown as requested by the Engineer.

**PART 2 - PRODUCTS**

Not Used

**PART 3 - EXECUTION**

Not Used

**END OF SECTION**

**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 Engineer/Architect may not respond to any requests unless the form is used.
- C. The Engineer/Architect's verbal response(s) to the Contractor's formal requests, if provided, shall not constitute an official response and if acted upon by the Contractor are done so at the Contractor's own risk and liability and shall not be subject to claims for additional compensation.
- D. A signed facsimile of the form will be accepted. The original of the form must be signed and provided to the Engineer/Architect's project manager.
- E. The Engineer/Architect 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. Furnish each subcontractor and major equipment vendor at least one (1) copy of the Plans and Technical Specifications.
- C. Provide at least one (1) copy of each approved shop drawing to each subcontractor whose work may depend upon the contents of the shop drawing submittal. The Owner reserves the right to

stop all work, without claims for delay, until such time as appropriate subcontractors are furnished with appropriate shop drawings.

- D. Sequence and schedule the work of subcontractors. Coordinate construction and administration activities of subcontractors. The Engineer and Owner will not accept telephone calls, facsimiles or office visits from any subcontractors on the project. Subcontractor and vendor questions and clarifications shall be directed to the Engineer by the Contractor.
- E. The Contractor's on-site project superintendent shall inspect all the work of all of his/her subcontractors, as it is being constructed. The Contractor's subcontractor shall not be permitted to do any work on the site without the Contractor's job site superintendent also being there to inspect the work as it is being performed.

#### **1.04 - 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.

#### **1.05 - SPECIFIC COORDINATION REQUIREMENTS**

- A. The Contractor shall sequence and schedule work so as not to interfere with the work by others and to afford each Contractor the time to complete their contractual obligations with the Owner. Coordinate the work of this Contract with the work by others. Coordination includes, but is not limited to, the following:
  - 1. Schedule work with all trades throughout the project to prevent interference.
  - 2. Accomplish work in coordination with the other Contractors in a manner that will allow each Contractor adequate time (at the proper stage of construction as determined by the Owner/Engineer/Architect) to perform and complete the work of their contract.
  - 3. The Contractor shall annotate on each of his own shop drawings and submittals, information that is relevant to the work of others or where potential conflicts in the installed work may occur. The Contractor shall "bubble the area of potential conflict so as to alert the reviewer.
  - 4. Coordinate space requirements, supports, and installation of mechanical, electrical and plumbing work which may be indicated diagrammatically on the Drawings. Follow routing

shown for pipes, ducts, and conduit as closely as practicable. Place runs parallel with building lines. Utilize spaces efficiently to maximize accessibility for other installations, maintenance, and to facilitate repairs.

5. In finished areas, except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of all fixtures and outlets with finish elements and work by all other trades.

B. Coordinate the work by complying with the following:

1. Weekly Schedule: By 3:00 PM of each Friday during the construction period, fax or email a typed memo addressed to the Engineer/Architect/Owner's resident field engineer/inspector and designated office project manager summarizing the work for the following two weeks. The memo shall briefly itemize the planned activities for the coming weeks. The memo shall also include a summary of expected material/equipment deliveries, concrete pours, utility tie-ins, excavated material removals and other heavy construction traffic that may impact the work activities for the coming week.
2. Email Account: Maintain an email account that shall be used to improve communication. An email shall not constitute a formal advisement regarding the terms and conditions of the contract. Email shall only be considered an informal way of notifying relevant parties of project related activities.
3. Email List: Within five (5) calendar days from the Notice To Proceed, provide a list of email addresses for each major equipment supplier and local representative, if such exists. A contact person shall be provided for each email address.
4. Work Plan: Within fifteen (15) calendar days from the date of the Notice to Proceed, submit to the Engineer a type written work plan in bullet format of the sequence of construction activities from start to finish of construction. A facsimile will not be accepted. All work plans shall include a description of the different major phases of construction as pertaining to the individual construction contract.
5. Equipment and Startup Schedule: Submit a preliminary equipment delivery schedule and a preliminary startup schedule for all equipment and systems being furnished under the Contract. This schedule shall be submitted within 30 calendar days from the date of the Notice To Proceed.
  - a. Include an early and late date for each item.
  - b. Indicate the time necessary to physically install and ready each item.

c. The Engineer/Architect may waive this schedule if the Contractor has adequately shown the information on the construction schedule, in the opinion of the Engineer/Architect.

C. Project Coordination Meetings: Participate in and attend the Project Coordination Meetings as specified below:

1. Up to two (2) project coordination meetings will be held at the Engineer/Architect's or Owner's office as specified herein and in Section 013216.
2. The meetings will be held when so called for by the Engineer/Architect.
3. Each meeting may last up to two (2) hours.
4. The Engineer/Architect will prepare the final agreed version of the schedule and distribute it to all Contractors.
5. The Engineer/Architect reserves the right not to hold these meetings if in his/her opinion they are not needed.

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**REQUEST FOR INTERPRETATION/INFORMATION (RFI)**

**TOWN OF RIVERHEAD SEWER DISTRICT  
DEFRIEST PUMP STATION CONTROL PANEL REPLACEMENT  
CONSTRUCTION CONTRACT NO. RDSD 2201**

Product, Item, or System:			
Request Date:		RFI No.:	
Specification Section:		Paragraph Reference:	
Contract Drawing Reference(s):			
Describe Request:			
Signed:	<input type="checkbox"/> See Contractor's Attachments for Additional Description for Information		
Owner/Engineer Response:			
Engineer (Printed):	<input type="checkbox"/> See Engineer/Architect's Attachments for Additional Information		
Engineer's Signature & Date		<i>Response Accepted By Contractor Contractor's Signature &amp; Date</i>	
<p>The Work shall be carried out in accordance with these supplemental instructions without change in Contract amount or Contract time for completion. Prior to proceeding with these instructions, indicate your acceptance of these instructions by signing where indicated and returning this form to the Engineer.</p>			

**PART 2 - PRODUCTS**

Not Used

**PART 3 - EXECUTION**

Not Used

**END OF SECTION**

**PART 1 - GENERAL****1.01 - SECTION INCLUDES**

- A. Pre and post-construction photography.

**1.02 - PHOTOGRAPHY**

- A. Provide color photographs of the site (pre and post-construction) produced by a professional photographer acceptable to the Engineer who is regularly engaged in this type of service. Photographs taken by the Contractor will not be accepted.
- B. Preconstruction Photographs: Provide photographs, taken within the limits of the work, to document existing conditions. Engineer will designate the date and location of the exposures that will generally be taken just prior to the construction operations. The minimum number of photographs required shall be twenty (20). Two (2) duplicate sets of all photos in JPEG format shall be provided on USB flash drive.
- C. Progress Photographs: The Engineer will take progress photographs for the Owner's record. The Contractor shall secure his/her own progress photographs that can be requested by the Owner or Engineer at any time throughout the duration of Contract work.
- D. Final Photographs: Provide post-construction photographs, taken within the limits of the work, to document the final project and the conditions at final payment and issuance of the Final Certificate. The Final Payment will not be processed until such time as the photographs are provided and are of an acceptable quality to the Engineer. Engineer will designate the date and location of the exposures that will be taken. The minimum number of photographs required shall be twenty (20). Two (2) duplicate sets of all photos in JPEG format shall be provided on USB flash drive.
- E. Annotate the following in each photo file:
  1. Project name and number.
  2. Photographer's identification, address, and telephone number.
  3. Date and time picture was taken.
  4. Location of picture relative to a specific location on the site, (for example, "10 ft. southeast of Control Panel").
  5. Direction in which camera was aimed.

6. Description of what is depicted in each photo.

**1.04 - PHOTO FILES**

- A. Minimum 5 mega pixel resolution, JPEG format.
- B. Landscape frame position.
- C. JPEG files shall be turned over to the Owner with all rights for use and reproduction of the photos files for the Owner's own use.

**1.05 - TECHNIQUE**

- A. Provide factual presentation. Provide correct exposure and focus, high resolution and sharpness, maximum depth of field, and minimum distortion.

**1.06 - SUBMITTALS**

- A. Deliver prints within seven (7) working days after exposure with transmittal letter in accordance with the requirements of Section 013300.

**PART 2 - PRODUCTS**

Not Used

**PART 3 - EXECUTION**

Not Used

**END OF SECTION**

**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 - IDENTIFICATION OF SUBMITTALS**

A. Each and every submission shall be provided by the Contractor and shall be accompanied by a SUBMISSION TRANSMITTAL FORM. The Contractor shall use the specimen form made a part of this Section. *Submittals not containing the form will be returned to the Contractor un-reviewed.* The Engineer/Architect will not review project submissions until such time as the form is completed in its entirety. Identify each submittal and resubmittal using the form.

B. Each individual submittal shall be identified with a 'submission log number' as specified here in this example: 40900.01-1

1. The Section number for which the submittal applies, followed by a period, shall be indicated, "40900."
2. The submittal within the Section shall be indicated by the next grouping "01". For instance and in this example, the concrete design mix may be submission "01", the waterstop catalog cut may be "02", and so on. Submittals shall be sequentially numbered within the Specification Section, i.e. 01, 02, etc.
3. The number of times the submission was made shall be preceded by a dash and a numerical suffix as follows: "-1". In this example, the concrete design mix is being submitted for the first time. Use the number "1" for the first time it is being submitted.
4. Subsequent submissions of the concrete design mix shall utilize the original number and a sequential numeric suffix, i.e. "2" for a resubmission, "3" for the second resubmission, and so on. Substitute the new number for the original "1".

C. Where a layout drawing, containing different elements of the project, is being submitted and there is a question as to what the log number might be, then the Contractor shall contact the Engineer/Architect so that an agreed upon log number can be assigned.

D. It is incumbent on the Contractor to initially assign the submission log number designation to each submission. Submissions not containing a log number, as specified above, will be returned to the Contractor un-reviewed by the Engineer/Architect.

E. Every submittal shall also be accompanied by a Transmittal Letter (or "Speed Form") addressed to the Engineer/Architect's Project Manager as hereinafter defined.

#### **1.03 - COORDINATION OF SUBMITTALS**

A. Prior to submitting to the Engineer/Architect, 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 Engineer/Architect may elect not to review partial or incomplete submissions, whereupon he will notify the Contractor of the additional submissions that are required before a review can be made.

#### **1.04 - TIMING OF SUBMITTALS**

A. Make submittals far enough in advance of scheduled dates of installation to provide time for reviews, for securing necessary approvals, for possible revisions and re-submittals, and for placing orders and securing delivery. The Engineer/Architect will review submittals in a manner as expedient as possible, and will generally send a written response to the Contractor within ten (10) 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** equipment and materials submittals requiring Engineer/Architect's review (except operations manuals and coordination shop drawings) as required under the technical specifications of these documents shall be submitted within **NINETY (90)** 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 Engineer/Architect's review.
- E. Operation and maintenance manuals shall be submitted at least **THIRTY (30)** consecutive calendar days prior to scheduled startup of the unit or system.
- F. If material or equipment is installed before it has been deemed to be in general compliance with the Contract Documents, as determined by the Engineer/Architect, the Contractor shall be liable for its removal and replacement at no extra charge and without an increase in contract time.

#### **1.05 - DESTINATION OF SUBMITTALS**

- A. Each submission of documents shall be accompanied by a transmittal form containing the name of the project, the contract name, the Engineer/Architect's project manager, a submittal ID number, and a description of content for the submitted items.
- B. A copy of the TRANSMITTAL FORM shall also be provided to the Engineer/Architect's resident engineer/inspector at the job site.
- C. Electronic submittals shall be transmitted through the Newforma® Project Center website, pending instruction by the Engineer. H2M architects + engineers. is using a project information application called Newforma® Project Center. One of its components is Newforma Info Exchange, a web application that facilitates sending and sharing transmittals, and file sharing.

As an external team member on this project the Contractor will be required to access the H2M architects + engineers/Newforma Info Exchange website for information related to the project, including file transfers, RFI, Submittals, Action Items, and project Calendar information. You will have access to this website using any internet-capable computer. All data transmitted through the H2M architects + engineers/Newforma Info Exchange website is encrypted and logged. Further instructions will be provided to the Contractor after the contract is awarded.

- D. Two (2) hard copies of each submittal and other submissions, such as material samples or other items as instructed by the Engineer, shall be sent to the Engineer/Architect's office as follows:

**H2M architects + engineers**  
**538 Broad Hollow Road, 4<sup>th</sup> Floor East**  
**Melville, New York 11747**

**Attention: H2M Project Manager (Named at Pre-Construction Conference or in the Notice to Proceed)**

#### **1.06 - CLARITY OF SUBMITTALS**

- A. All printed materials shall be neat, clean, professionally drafted by hand or by computer, clear, legible, and of such quality that they can be easily reproduced by normal photocopying or blueprinting machines.
- B. All electronic submittals shall be AutoCAD or Adobe Acrobat files produced with a minimum resolution of 400 dpi.
- C. Groups 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 Engineer/Architect's review.

#### **1.07 - CONTRACTOR'S REPRESENTATION**

- A. By making a submission, the Contractor represents that he has determined and verified all field measurements and dimensions, field construction criteria, site and building constraints in terms of limitations in moving equipment into an enclosed space, materials, catalog and model numbers and similar data and that he has checked and coordinated each submission with other work at or adjacent to the project site in accordance with the requirements contained in Section 013100 - Project Management and Coordination and the Contract Documents.
- B. Every SUBMISSION TRANSMITTAL FORM shall contain the Contractor's approval stamp and date showing that the submittal has been approved by the Contractor. The Engineer/Architect will not review submittals that have not yet been reviewed and approved by the Contractor.

#### **1.08 - ENGINEER/ARCHITECT'S REVIEW**

- A. Engineer/Architect will review and comment on each submission conforming to the requirements of this Section.
  1. Engineer/Architect'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 Engineer/Architect'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 Engineer/Architect will mark submittals as follows:

1. NO EXCEPTION TAKEN - No corrections, no marks. The content of this submittal has been reviewed by the Engineer/Architect 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 - Minor amount of corrections. The content of this submittal has been reviewed by the Engineer/Architect and has been found in general to be in compliance with the Contract Documents. The notations made on the submittal by the Engineer/Architect 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. REVISE AND RESUBMIT - The content of this submittal has been reviewed by the Engineer/Architect 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 Engineer/Architect's comments and resubmitted to the Engineer/Architect 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 – SEE REMARKS - The content of this submittal has been reviewed by the Engineer/Architect 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 - The content of this submittal has been reviewed by the Engineer/Architect 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 FOR RECORD - 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.

7. **NO ACTION TAKEN** – Review for this item is the responsibility of another party or is not required by the contract documents, therefore, no action will be taken by the Engineer accordingly. Submission will be returned without review to the Contractor
- 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 Engineer/Architect,
  3. has been made and stamped “Make Corrections Noted”, but contractor has not complied with Engineer/Architect’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 a 3-inch by 5-inch space for the Engineer/Architect’s review stamp.

#### **1.09 - RESUBMISSIONS**

- A. Prepare new and additional submissions, make required corrections, and resubmit corrected copies until found in compliance with the Contract Documents.
- B. On, or with, re-submittals, clearly describe revisions and changes made, other than the corrections requested by Engineer/Architect, which did not appear on the previous submissions.

#### **1.10 - CONTRACTOR’S RESPONSIBILITIES**

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

**1.11 - EXCESS COSTS FOR ENGINEERING/ARCHITECTURAL SERVICES**

A. The Owner will charge to the Contractor, and will deduct from the partial and final payments due the Contractor, all excess engineering and architectural expenses incurred by the Owner for extra services (work) conducted or undertaken by the Engineer/Architect as stipulated below:

1. Services and other similar charges because of the Contractor's errors, omissions, or failures to conform to the requirements of the Contract Documents as related to administrative charges associated with non-compliance with the requirements for making project submissions.
2. Services and other similar charges required to examine and evaluate any changes or alternates proposed by the Contractor and which may vary from the Contract Documents.
3. Services and other similar charges as a result of the Contractor's proposed substitution of materials, equipment or products which require a redesign of any portion of the project, as contained in the Contract Documents at the time of bid.
4. Services and other similar charges as a result of the Contractor's proposed substitution of products which require an engineering and/or architectural evaluation, beyond the time stipulated in Section 012500, to determine if the substituted product is equal to that specified.
5. Services and other similar charges as a result of changes by the Contractor to dimensions, weights, sizes, voltages, phase, horsepower, materials of construction, and similar physical or operating characteristics of the product furnished which require redesign of the project in any way.
6. Services and other similar charges for the review of resubmissions of shop drawings that have been marked as "No Exceptions Taken" or "Make Corrections Noted".
7. Services and other similar charges for the review of shop drawings submitted more than two (2) times for the same product or portion of the work.

**1.12 - MISCELLANEOUS SUBMITTALS**

A. Provide a Submittal Schedule within seven (7) calendar days from the date of the Notice to Proceed. The Submittal Schedule shall list all submittals for the project referenced by draft log number. Provide the estimated date that the submittal will be transmitted to the Engineer/Architect for review.

- B. Within seven (7) calendar days from the date of the Pre-Construction Meeting, submit a Proposed Products List. This list shall be a complete listing of all products proposed for use, with name of manufacturer, service headquarters, trade name and model number of each product. Partial listings will not be accepted.
- C. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

#### **1.13 - SUBCONTRACTOR LIST**

- A. The Contractor shall submit, on AIA Form G805, within THIRTY (30) calendar days after the date of the Notice to Proceed, a list of all subcontractors, including the names of the major subcontractors that were submitted at the time of the bid.

#### **1.14 - SAFETY DATA SHEETS (SDS)**

- 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/Engineer/Architect by the Contractor's submission of a standard Safety Data Sheet (SDS) in accordance with "Right To Know" requirements.
- C. Products will not be permitted to be kept on site without a SDS.

#### **1.15 - SHOP DRAWINGS**

- A. Submit shop drawings for all fabricated work, for all manufactured items and for items specifically required by the specifications.
- B. Submit each shop and layout drawing to Engineer/Architect in the form of two (2) prints.
  - 1. After the submittal has been reviewed by the Engineer/Architect, the transparency will be annotated, prints will be made for Engineer/Architect's and Owner's use, records, and distribution.
  - 2. Engineer/Architect will return the transparency to the Contractor.
  - 3. Send one print to the Owner as specified above.

- C. Submit one (1) electronic copy, in PDF format, of each standard drawing, catalog cut, or other material and two (2) hard copies of each shop drawing. Deliver samples directly to the office of the Engineer/Architect. The Engineer/Architect will return an electronic copy only of each submittal once reviewed.
- D. Subcontractors shall submit shop drawings directly to the Contractor for checking. Thoroughly check subcontractors' shop drawings for measurements, sizes of members, details, materials, and conformance with the Contract Documents.
  - 1. Return submittals which are found to be inaccurate or in error.
  - 2. Do not submit to the Engineer/Architect until all corrections have been made.
- E. Clearly show the relationship of the various parts of the project and where the information provided on the submission depends upon field measurements and existing conditions.
- F. The Contractor shall make all measurements, confirm existing conditions, and include them on the shop drawings before making a submission to the Engineer/Architect. All costs associated with correcting errors in the field due to negligence in confirming existing conditions or obtaining correct measurements prior to installation shall be borne solely by the Contractor.
- G. Submissions for a single item, or group of related items shall be complete.
- H. When submitting manufacturers' catalogs, pamphlets or other data sheets, in lieu of prepared shop drawings, clearly mark the items being submitted for review.
- I. If the shop drawings contain any departures from the contract requirements, specifically describe them in the letter of transmittal.
  - 1. Where such departures require revisions to layouts, structural, architectural, electrical, HVAC or any other changes to the work as shown, Contractor shall, at his own expense, prepare and submit revised drawings accordingly.
  - 2. Make drawings the same size as the Contract Drawings and to the same scale.

#### 1.16 - SAMPLES

- A. Where required, or where requested by the Engineer/Architect, submit sample or test specimens of materials to be used or offered for use.
  - 1. Samples shall be representative, in all respects, of the material offered or intended, shall be supplied in such quantities and sizes as may be required for proper examination and

tests, and shall be delivered to Engineer/Architect, prepaid, along with identification as to their sources and types of grades.

2. Submit samples well in advance of anticipated use to permit the making of tests or examinations.
- B. Samples will be checked for conformance with the design and for compliance with the Contract Documents.
- C. Work shall be in accordance with the approved sample. The use of materials or equipment for which samples are requested or required to be submitted is not permitted until such time that the Engineer/Architect has completed his review.

#### **1.17 - MANUFACTURER'S INSTRUCTIONS**

- A. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to Engineer/Architect.
- B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation. Provide manufacturer's instructions with shop drawings.

#### **1.18 - CERTIFICATIONS**

- A. Submit certifications of compliance indicated in the Contract Documents.
- B. Certifications shall be complete and exact, they shall be properly authenticated by the written signature, in ink, of an owner, officer or duly authorized representative of the person, firm or organization issuing such certification and they shall guarantee that the materials or equipment are in complete conformance with the requirements of these specifications.

#### **1.19 - COLORS AND PATTERNS**

- A. Unless the precise color and pattern are specified, whenever a choice of color or pattern is available in a specified product, submit accurate color and pattern charts for Engineer/Architect's and Owner's review and selection.

#### **1.20 - MANUFACTURER'S SERVICE CENTER**

- A. The product of a manufacturer who does not maintain an adequate nearby service center and a sufficient stock of spare parts are subject to rejection by Engineer/Architect solely on that basis.

B. With each submission, submit information on manufacturer's facilities and give complete details of his service policies and capabilities, and a general idea of the stock of spare parts available. Submit this information in the form of a certification. Also include names, addresses and telephone numbers of at least three of the service center's present customers who are in the area of the project.

#### **1.21 - TEST RESULTS AND INSTALLATION**

A. Whenever field startup services are specified, the Contractor shall obtain from the manufacturer and submit to the Engineer/Architect 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 Engineer/Architect in the form of a MSR.

C. Do not deliver to the project or incorporate into the work any materials or equipment for which Engineer/Architect has not completed his review and found same to be in general conformance with the Contract Documents.

D. Submit MSR's within thirty (30) calendar days after the date of the startup or factory test.

#### **1.22 - SPARE PARTS LIST**

A. Prepare a list of all spare parts specified to be provided in other Sections. Compile the total list for the purposes of reviewing actual spare parts delivered versus spare parts specified to be provided. The list shall reference the Section, model number, and quantity to be provided.

#### **1.23 - WAIVER OF CERTAIN SUBMITTAL REQUIREMENTS**

A. Unless otherwise specified, the requirement to submit data and samples for products specified for approval will be waived for products specified by brand name if the specifically named products are furnished for the work. In such cases, the Contractor shall submit two (2) copies of required Product Data directly to the Engineer/Architect's field representative for information and verification during its incorporation into the work. The SUBMISSION TRANSMITTAL FORM shall always be used.

**PART 2 - PRODUCTS**

Not Used

**PART 3 - EXECUTION**

Not Used

**END OF SECTION**



**PART 1 - GENERAL****1.01 - SECTION INCLUDES**

A. Work of this Section includes the requirements for pre-installation meetings.

**1.02 - PRE-INSTALLATION MEETINGS**

A. The Contractor shall convene a pre-installation meeting at the site prior to commencing work of the installing new equipment.

B. Pre-installation meetings are to be convened at least one week prior to commencing work on the section. The contractor shall arrange and require attendance of Owner/Engineer and parties directly affecting, or affected by, work of the specific section.

1. At least seven (7) calendar days advance notice is to be given.
2. The contractor shall prepare agenda and preside at meeting. At a minimum the following items are to be discussed:
  - a. Review conditions of installation, preparation and installation procedures.
  - b. Review coordination with related work.

**PART 2 - PRODUCTS**

Not Used

**PART 3 - EXECUTION**

Not Used

**END OF SECTION**

**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 Contractors for this project as it is specified herein.
- C. This Section is made a part of all Construction Contracts associated with the project. It contains specific references to the particular Contractor supplying said product or service. If no reference is provided then the requirement applies to all Prime Construction Contractors.

**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. Each Contractor shall comply with all requirements of the Act.
- B. Each 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, the Contractor shall 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. Each Contractor shall provide a list of contact numbers as follows:
  1. Contractor's superintendent and office project manager (home, beeper, cellular, office, fax, trailer, and email address).

2. All subcontractors.
3. All utility companies.
4. Emergency services such as fire department, police, and ambulance.
5. Each 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 at least (2) other 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 General Contractor shall provide a sketch showing routing of temporary water service for construction purposes and for exfiltration tank testing. Provide cuts and plumber's certification for backflow device(s).

C. Update contact list and provide to Engineer for any changes throughout the course of the project.

**1.05 - CONTRACTOR'S RESPONSIBILITY**

- A. Each 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 to 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 to the Contractor. Amounts in excess shall be paid by the Contractor.

**END OF SECTION**

**PART 1 - GENERAL****1.01 - SECTION INCLUDES**

A. This Section includes the general requirements for products that are to be furnished, installed, or otherwise incorporated into the project.

**1.02 - QUALITY ASSURANCE APPLIES TO ALL PRODUCTS**

A. In addition to the Contractor's warranties and guarantees on materials and equipment required under the General Conditions of the Contract and the Technical Specifications contained hereinafter, the Contractor shall also be responsible for all materials, equipment, and products that have or is planned to be incorporated into the work.

1. The Contractor shall be responsible for the finished work and that it accurately and completely complies with these Contract Documents.
2. The Contractor shall be responsible for work performed by subcontractors, equipment suppliers, and material vendors.
3. The Contractor shall be satisfied as to the product's performance before it is ordered for installation. At the Contractor's option, he/she shall have tested each product to determine compliance with these specifications.

B. The Engineer may check all or any portion of the work and the Contractor shall afford all necessary assistance to the Engineer/Architect in carrying out such checks.

1. Such checking by the Engineer/Architect shall not relieve the Contractor of any responsibilities for the accuracy or completeness of the work.
2. Such checking is a courtesy service being provided by the Owner and does not relieve the Contractor of his/her responsibilities under this Construction Contract.

C. If witnessed shop tests or inspections are required at the point of manufacture, the Contractor shall keep the Engineer/Architect advised as to the progress of the work to allow inspection at the proper time and place. Provide at least two (2) weeks advance notice before scheduled shop tests.

D. Should a dispute arise as to the quality of workmanship, equipment or material performance, then the final decision regarding acceptability with these Contract Documents shall be that of the Owner.

E. At the request of the Engineer/Architect, the Contractor shall promptly provide the services of a competent representative of the manufacturer at the project site, fully equipped and prepared to answer questions, perform tests, make adjustments and to prove compliance with the Contract Documents free of all additional charges. Proof of compliance shall be the responsibility of the Contractor, and such special visits to the project site by the manufacturer shall not be eligible under any cash allowances or stipulated man-hours necessary to startup the system and/or train the Owner as may be specified in the Technical Specifications.

#### **1.03 - QUALITY ASSURANCE - EQUIPMENT**

A. Erect and install products under the supervision of a competent and experienced superintendent. The method of installation, including anchorage, clearances, and tolerances for rotating assemblies, methods of support for equipment and adjacent piping, shall be as recommended by the equipment manufacturer unless detailed on the Drawings or specified.

B. All material furnished shall be new, and guaranteed free from defects in workmanship, installation, and design.

C. Design and fabricate equipment in conformance with ANSI, ASTM, ASME, ASHRAE, IEEE, NEC and NEMA Standards.

1. Equipment shall withstand the stresses that may occur during fabrication, testing, transportation, installation and conditions of operation.
2. Pumps shall conform to the requirements of the Hydraulic Institute.
3. Equipment shall comply with the latest OSHA regulations and the ANSI Safety Standards.

D. Equipment shall be products of manufacturers who produce evidence of their ability to promptly furnish any and all interchangeable replacement parts as may be needed at any time within the expected life of the equipment.

E. Manufacturers shall also have readily available access to suitable and accurate testing facilities for performing the required shop tests.

### **PART 2 - PRODUCTS**

#### **2.01 - MATERIALS AND EQUIPMENT**

A. Equipment shall have been in successful regular operation under comparable conditions for a period of at least five (5) years.

1. This time requirement does not apply when the manufacturer posts an Owner/Engineer acceptable Performance Bond or Letter of Credit for the duration of the time period that will guarantee replacement of the equipment in the event of failure.
2. The bond shall be in a form that is acceptable to the Owner's legal counsel.

B. The Owner reserves the right to reject any material or equipment manufacturer who, although he appears to be qualified and meets the technical requirements, does not provide satisfactory evidence indicating adequate and prompt post-installation repair and maintenance service, as required to suit the operational requirements of the Owner.

C. Whenever it is required that the Contractor furnish materials or manufactured articles or shall do work for which no detailed specifications are set forth, the materials or manufactured articles shall be of the best grade in quality and workmanship obtainable on the market from firms of established good reputation, or, if not ordinarily carried in stock, shall conform to the usual standards for first-class materials or articles of the kind required.

D. Perform work in full conformity and harmony with the intent to secure the best standard of construction and equipment of the work as a whole or in part.

E. Items of any one type of material or equipment shall be the product of a single manufacturer.

1. For ease of the Owner in maintaining and obtaining service for equipment and for obtaining spare parts from as few places as possible, to the maximum extent possible, use equipment of a single manufacturer.
2. The Engineer reserves the right to reject any equipment from various manufacturers if suitable equipment can be secured from fewer manufacturers and to require that source of materials be unified to the maximum extent possible.

F. Substitute equipment shall not be fabricated nor installed until after written decision to accept request is received from the Engineer/Architect.

## 2.02 – CONTROL PANELS, MCC'S AND SWITCHBOARDS

A. All control panels, motor control centers, and switchboards shall be fabricated with pilot lights, selector switches, PLC, graphics display panels, elapsed time meters and other components that shall match.

1. This does not require that all components be one manufacturer, but does require that the like components be of the same manufacturer.

2. The Contractor shall coordinate the shop drawing submittals to indicate that all components have been selected on this basis.
3. This requires the Contractor to advise each control panel supplier that product options are limited in this regard.

B. Replacement of unlike products delivered to the job site shall be the responsibility of the Contractor.

C. All costs associated with the replacement shall be borne by the Contractor.

### **2.03 – PROGRAMMING SOFTWARE REQUIREMENTS**

- A. The Contractor shall require that ALL equipment suppliers that are providing equipment with microprocessor/PLC control systems provide a copy of the microprocessor/PLC programming software on USB flash drive for the Owner's use.
  1. Minimum requirements:
    - a. Suitable for Microsoft windows based operating system laptop use.
    - b. Provide USB flash drive with write protected version of final accepted program after system start up and O & M training.
    - c. Provide USB flash drive with copy of programming software for the purpose of modifying the existing control logic as desired by the Owner. Provide software use manual in PDF format along with programming software.
    - d. Cable(s) required to connect laptop computer to microprocessor/PLC."
- B. All control panels with UPS units shall provide programming as necessary to detect the UPS as the power source during a power failure and reinitiate/acquire all motor start signals from running motors when emergency power or normal power is activated. Adjustable loss of signal time delays may be utilized to cover the power transfer time only while the UPS is detected as the sole power source.
- C. Manufacturer to verify that all I/O for the system shall not be protected via a single common fuse, such that one fuse failure would shut down the entire system operation.
- D. Control panel supplier/manufacturer shall coordinate the programming of the PLC with the System Integrator/SCADA programmer to provide access to the all system data residing therein

as well as access to adjust any operator adjustable set points via the SCADA system, as the Owner desires.

- E. Control panels shall be provided with an Ethernet switch suitable for both copper and fiber optic connection for use by Owner's SCADA integration supplier. Fiber optic connection shall be SC type.

## **2.04 - NAMEPLATES**

- A. Each unit of equipment shall have the manufacturer's name or trademark on a stainless steel nameplate securely affixed in a conspicuous place.
- B. The manufacturer's name or trademark may be cast integrally with stamp, or otherwise permanently marked upon the item of equipment.
- C. Such other information as the manufacturer may consider necessary for complete identification shall be shown on the nameplate.

## **2.05 - FABRICATIONS**

- A. Insofar as possible, shop prefabricate all items complete and ready for installation.
- B. Accurately fabricate all items to the details shown on the Drawings and on the shop drawings found in compliance with the Contract Documents.

## **PART 3 - EXECUTION**

### **3.01 - PREPARATION**

- A. Prior to work under any Section, carefully inspect the work of all other prime trades and verify that all such work is in conformance with the Contract Documents and is complete to the point where the work under that Section may properly commence.
- B. Avoid the need to remove and replace work and to avoid unnecessary cutting and patching.
- C. Inspect all surfaces to be sure that they have been properly prepared before applying new work to such surfaces.
- D. Verify that all work can be installed in strict accordance with the drawings and the approved shop drawings. Immediately report discrepancies to Engineer/Architect.
- E. Do not proceed with the work under any Section until these conditions are obtained.

**3.02 - INSTALLATION**

- A. Furnish and install materials and equipment in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Contract Documents.
- B. All work shall be done in a workmanlike manner and set to proper lines and grades. The work shall be square, plumb and/or level as the case may be.
- C. Where performance criteria are specified, do all work necessary to attain the required end results.

**3.03 - FIELD QUALITY CONTROL**

- A. Neither observations by Engineer/Architect nor inspections, tests or approvals by other persons shall relieve the Contractor from his obligations to perform the work in accordance with the requirements of the Contract Documents.
- B. If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to specifically be inspected, tested or approved by some public body, the Contractor shall assume full responsibility therefore, pay all costs in connection therewith, and furnish the Engineer/Architect with the required certificates of inspection, testing or approval.
- C. The Owner reserves the right to independently perform laboratory tests on random samples of material or performance tests on equipment delivered to the site.
  - 1. These tests, if made, will be conducted in accordance with the appropriate referenced standards or specification requirements.
  - 2. The entire shipment represented by a given sample, samples or piece of equipment may be rejected on the basis of the failure of samples or pieces of equipment to meet specified test requirements.
  - 3. All rejected materials or equipment shall be removed from the site, whether stored or installed in the work, and the required replacements shall be made, all at no additional cost to Owner.

**3.04 - ADJUST AND CLEAN**

- A. Upon the completion of installations, and as a condition of its acceptance, visually inspect all work, adjust all components for proper alignment and touch-up abrasions and scratches to make them completely invisible.

- B. Thoroughly examine all materials and equipment with protective or decorative finishes for defects and damage prior to being covered.
  - 1. In the case of buried items of work, restore protective surface covers so as to conform to the Contract Documents prior to being backfilled, buried or embedded, as the case may be.
  - 2. In the case of exposed items of work, for which a decorative finish is required, all scratches, discoloration's, unmatched colors, disfigurations and damages shall be repaired and touched-up so as to provide a neat, clean finish, and be uniform in color.

### **3.05 - UNCOVERING WORK**

- A. Unless otherwise specified or directed by Engineer/Architect, no work shall be covered until it has been observed, tested, photographed, measured, and authorized to be covered by Engineer.
- B. Tie distances to above ground physical structures as reference points to all underground utilities, conduits, pits, manholes, valves, and pipelines shall be obtained by the Contractor prior to covering the work. Immediately comply with the Engineer/Architect's direction to uncover the work if tie distances were not obtained.
- C. If any work has been covered with Engineer/Architect's consent and Engineer/Architect considers it necessary or advisable that covered work be observed or tested, the Contractor, at Engineer's request, shall uncover, expose or otherwise make available for observation, or testing as Engineer may require, that portion of the work in question, furnishing all necessary labor, material and equipment.
  - 1. If it is found that such work is defective, the Contractor shall bear all the expenses of such uncovering, exposure, observation, and testing of satisfactory reconstruction, including compensation for additional engineering services and an appropriate deductive change order shall be issued.
  - 2. If, however, such work is not found to be defective, the Contractor shall be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to such uncovering, exposure, observation, testing and reconstruction if he makes a claim therefore as provided in the General Conditions.

### **3.06 - DEFECTIVE WORK**

- A. The repair, removal, replacement and correction of defective work is a part of this Contract and shall be promptly performed in accordance with the requirements set forth in the General

Conditions or other portions of the Contract Documents. All costs in connection with the correction of defective work shall be borne by the Contractor.

- B. Products that fail to maintain the performance or other salient requirements of the Contract Documents, shows undue wear, or other deleterious effects during the maintenance period, shall be considered defective.

**END OF SECTION**

**PART 1 - GENERAL****1.01 - SECTION INCLUDES**

- A. The Section includes the transportation, handling, storage and protection of products that are to be incorporated into the work.

**1.02 - GENERAL**

- A. Items shall be delivered as complete assemblies direct from the manufacturer with all internal wiring, piping, valving, and control devices intact except where partial disassembly is required by transportation regulations, protection of components, or where physical constraints may exist or be created for the setting of the item.
- B. Coordinate the disassembly and reassembly requirements with the manufacturer. Determine the need and extent of reassembly prior to bid.
  - 1. All labor, material and equipment costs associated with the disassembly and reassembly of the product shall be included in the Contract Price.
  - 2. Where reassembly of equipment is necessary, then the manufacturer shall provide reassembly instruction at the project site.
  - 3. A technician shall be present during the entire reassembly procedure and the manufacturer shall certify, in writing, that the unit was reassembled properly in accordance with instructions provided by the manufacturer and that all as-specified warranties remain in effect.
  - 4. The manufacturer's reassembly inspection time shall be in addition to the field service time specified and shall be included in the Contract Price. This time shall not be eligible for payment under any cash allowance item.

**1.03 - PACKING**

- A. Transport products in containers, crates, boxes or similar means such that the products are protected against damage that may occur during transportation.
- B. All parts shall be packaged separately or in container where parts of similar systems are grouped.
- C. Part numbers shall be indicated on the individual part. Use indelible ink to mark part numbers.

- D. All equipment shipments shall be included with a parts list showing a description (name) of the part and the manufacturer's part number.
  - 1. The parts list shall be shipped in a plastic zippered envelope with the words "Parts List" lettered on it in indelible ink.
  - 2. The parts list shall be placed inside the shipping container so that it is on the top of the contents.
- E. Equipment shall be shipped with storage, handling and installation instructions.
  - 1. The Engineer reserves the right to withhold payment for equipment delivered to the site until such time as the storage, handling and installation instructions are supplied by the manufacturer.
  - 2. In the case where operation and maintenance manuals have been provided by the manufacturer, which includes the installation instructions, then the installation instructions shall also be included with the equipment shipment.
- F. All control panels shall be wood crated.
  - 1. All sides of the control panel shall be covered with 3/4" plywood.
  - 2. The control panel number or name shall be printed on all sides of the crate in 1' high black lettering.
  - 3. The manufacturer's name, Contractor's name and project name shall also be printed on the front of the crate.
  - 4. All control panels and centers shall be packaged with three (3) copies of the approved wiring diagram inside the control panel enclosure in a separate plan holder attached to the inside door. The words "APPROVED FOR CONSTRUCTION" shall be indicated on each page of the wiring diagram.
- G. Delicate instruments and devices, reagents, chemicals, and glassware shall be shipped in packaging normally provided by the manufacturer.
- H. The Contractor shall require the manufacturer to be responsible for the proper packing of all products.

**1.04 - SHIPPING AND DELIVERY**

- A. Product deliveries shall be accompanied with a bill of lading indicating the place of origination and the Contractor's purchase order number.
- B. Inspect shipments immediately upon delivery, to assure compliance with requirements of the Contract Documents and those products are undamaged.
- C. Promptly remove damaged material and unsuitable items from the job site.
- D. Provide equipment and personnel to handle products by methods to prevent soiling; disfigurement or damage.

**1.05 - STORAGE**

- A. Store sensitive products and all spare parts in weather tight, climate controlled enclosures in an environment favorable to product.
- B. Store and protect products in accordance with the manufacturer's instructions.
- C. All other products that are to be installed underground or products such as pipe, valves, and fittings shall be stored outdoors but shall be blocked off the ground and covered with impervious sheet coverings.
- D. Store fabricated products above the ground on blocking or skids.
- E. Provide adequate ventilation to avoid condensation.
- F. In accordance with manufacturer's instructions protect bearings, couplings, shafts, rotating components, and assemblies. Protection of said equipment shall be continuous until the time the equipment is placed into permanent service.
- G. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored products to assure that products are maintained under specified conditions, and free from damage or deterioration.
- H. Do not store volatile liquids in any building on site.
- I. Storage of products shall be the responsibility of the supplying contractor. The installing contractor shall take all necessary precautions to protect the equipment being furnished by others.
- J. Store with seals and labels intact and legible.

**1.06 - PROTECTION OF WORK**

- A. Protect the installed work. All costs for protection shall be borne by the Contractor. Provide coverings as necessary to protect installed products from damage, from traffic and subsequent construction operations. Remove when no longer needed.
- B. Cover and protect equipment from dust, moisture or physical damage. Protect finished floor surfaces prior to allowing equipment or materials to be moved over such surfaces. Maintain finished surfaces clean, unmarred and suitably protected until accepted by the Owner.
- C. Additional time required to secure replacements and to make repairs will not be considered by the Engineer/Architect to justify any extension in the Contract Time of Completion. In the event of the damage, promptly make replacement and repairs to the approval of the Engineer at no additional costs.

**PART 2 - PRODUCTS**

Not Used

**PART 3 - EXECUTION**

Not Used

**END OF SECTION**

**PART 1 - GENERAL****1.01 - SECTION INCLUDES**

- A. Starting systems
- B. Testing, adjusting, and balancing
- C. Updating of manufacturer's operations and maintenance manuals and wiring diagrams

**1.02 - STARTING SYSTEMS**

- A. Coordinate, schedule, and sequence the start-up of various equipment and systems.
- B. Notify the Engineer/Architect at least 14 calendar days prior to the start-up of each item or system so that he can schedule the startup with the Owner, and utilities.
- C. Verify that each piece of equipment or system has been checked for proper:
  - 1. lubrication,
  - 2. drive rotation,
  - 3. belt tension,
  - 4. motor starter heater size,
  - 5. fuse size,
  - 6. water pressures,
  - 7. terminal connections,
  - 8. control sequence
  - 9. For conditions which may cause damage or delay the start-up procedure.
- D. Verify that the equipment has been installed in accordance with the manufacturer's requirements.
- E. Complete all pre-startup checklists that may be required by the system vendor.
  - 1. In the event that start-up activities are delayed as a result of the Contractor's failure to properly check the completed installation and a manufacturer's representative is on the job site waiting for corrections to be made, then the Engineer may, at his/her sole

discretion, postpone start-up until such time as the corrections have been made without any extra costs.

2. The Owner may deduct from money due the Contractor the excess cost of engineering associated with having the Engineer present during the start-up.
3. The deduction shall be equal to the engineer's effective billing rate times the total number of hours delayed during the start-up activities.

F. Verify that tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.

G. Verify that wiring and support components for equipment are complete and tested.

H. Execute start-up under supervision of applicable Contractor's personnel in accordance with manufacturer's instructions.

I. Job site superintendent shall be present during all start-up activities.

J. Provide manufacturer's authorized technician at the site when specified and in accordance with the requirements contained in Section 014500 - Quality Control.

K. Submit manufacturer's start-up reports (MSR's) in accordance with Section 013300.

## **PART 2 - PRODUCTS**

Not Used

## **PART 3 – EXECUTION**

Not Used

## **END OF SECTION**

**PART 1 - GENERAL****1.01 - SUBMITTALS**

A. Submit the following documents to the Engineer before Substantial Completion:

1. Project Record Documents as specified in Section 017839.
2. Operations and Maintenance Manuals prepared in accordance with Section 017823 and be updated as a result of start-up activities.
3. Manufacturer's Start-up Reports (MSR's) for all equipment and systems where manufacturer field time is specified.
  - a. Each MSR shall be signed by the field technician(s) who attended the start-up.
  - b. If the manufacturer is taking exception to the installation or if the warranty is voided, he shall provide a statement to that effect and provide reasons and justification to explain the company's position.
4. One binder containing original counterparts of all warranties, guarantees, bonds, or affidavits as specified in the Technical Specification Sections. These documents shall contain the original signatures and be placed in a plastic sheet protector, one document per protector.
5. Spare parts checklist itemizing all spare parts furnished under the Contract summarized by Section.
6. Electrical Underwriter's Certificate.

B. Submit the following items to the Engineer with the final application for payment:

1. Final Application for Payment prepared by the Engineer for Contractor's execution showing final amount of Contract including change orders.
2. Maintenance Bond prepared in accordance with the Contract or General Conditions.
3. Utility company signoffs and inspection approvals, if applicable.
4. Federal, state, county, town and local signoffs and inspection approvals, where applicable.

C. All documents shall be complete, signed, dated, and notarized (where applicable) and be subject to the Engineer/Architect's acknowledgment of receipt or approval.

**PART 2 - PRODUCTS**

Not Used

**PART 3 - EXECUTION**

Not Used

**END OF SECTION**

**PART 1 - GENERAL****1.01 - SECTION INCLUDES**

- A. This Section specifies the requirements for Operations and Maintenance Manuals required to be prepared by system suppliers and equipment manufacturers.
- B. The Contractor shall submit Operations and Maintenance Manuals for all equipment.
- C. Where the technical specifications call for the submission of manuals, said manuals shall be prepared in accordance with the requirements contained herein. It being understood that manuals shall be submitted for all equipment even if it is not specifically called out in the specifications.

**1.02 - MANUAL CONTENTS AND FORMAT**

- A. All Operations and Maintenance Manuals shall be as specified hereinafter.
- B. The binder shall be 8 1/2" x 11", metal hinge, vinyl, large capacity by National or Equal. It shall show the name of the manufacturer or supplier and project name on the spine of the binder.
- C. A cover shall be provided showing the names of the Owner, Engineer/Architect, Contractor, and Manufacturer.
  - 1. It shall show the Contractor's order number and manufacturer's project number.
  - 2. The address of the manufacturer, service station telephone number, project title, contract number, and year shall also be shown.
- D. Provide tabbed color dividers for each separate product and system.
  - 1. The name of the product shall be typed on the tab.
  - 2. A separate tab shall also be provided for information such as troubleshooting instructions, spare parts list, etc.
- E. An index shall be provided in the back of the binder, with a separate tab, providing a quick way for the operator to find key and important topics contained in the manual.
- F. A separate listing for all charts, graphs, tables, figures and shop drawings shall be provided directly following the table of contents.

G. Each manual shall contain one (1) copy of all shop drawings deemed in compliance with the Contract Documents by the Engineer submitted for the equipment or system for which the manual is prepared.

1. Only these shop drawings shall be included in the manual.
2. All shop drawings larger than 8 1/2" x 11" shall be folded and placed in a heavy duty, top loading plastic sheet protector with the title of the drawing showing; one (1) drawing per protector page.

H. For systems being furnished with control panels, each manual shall contain a catalog cut for every electrical device installed inside the control panel or motor control center.

I. Each manual shall contain the following as a minimum:

1. Table of contents
2. Final version of the warranty statement approved by the Engineer/Architect
3. Nameplate data of each component, year of installation, contract number and specification number
4. Name, address and telephone number of the manufacturer and the manufacturer's local representative(s)
5. Installation instructions
6. Operation instructions including adjustments, the interrelation of components and the control sequence describing break-in, start-up, operation and shutdown
7. Emergency operating instructions and capabilities
8. Maintenance requirements include routine procedures and guide for preventative maintenance and troubleshooting; disassembly, repair and reassembly instructions; and alignment, adjusting, balancing, and checking instructions
9. Troubleshooting guide and corrective maintenance (repair) procedures for all electrical and mechanical equipment. These guides shall list the most frequent and common problems, together with the symptoms, possible causes of the trouble, and remedies
10. Drawings (pictures or exploded views) which clearly depict and identify each part, suitable for assembly and disassembly of entire system and each component

11. Wiring and control diagrams, if applicable
12. Panelboard circuit directories including electrical service characteristics, if applicable
13. Part list with current prices; ordering information; and recommended quantities of spare parts to be maintained in storage
14. Charts of valve tag numbers, with location and function of each valve, keyed to the process and instrumentation diagram prepared as part of the Contract Documents
15. Name, address, and telephone number of nearest parts supply house and nearest authorized repair service center.
16. List of recommended spare parts and the recommended number of each per unit and per group of units.

J. Submit two (2) copies of a preliminary draft manual at least fourteen (14) calendar days prior to the date set for start-up.

1. The Engineer/Architect will review the manual for content and compliance with these specifications.
2. Written comments will be provided, but the manual will not be returned.
3. One (1) manual will be used at start-up, to record changes that should be made to the final manual.
4. This copy of the manual will be retained on the site until such time as the final, updated manual is provided.

K. Two (2) weeks after the date the unit was placed into service and the Owner has gained beneficial use, submit an electronic pdf. copy on USB flash drive of the final updated Operations and Maintenance Manual. Refer to Section 017500 - Starting and Adjusting for requirements related to updating the manual(s).

L. Where installation instructions are not included with the manual, they shall be shipped at least ten (10) days prior to the date the equipment is scheduled for installation.

### **1.03 - RETAINAGE**

A. The Engineer will retain from payment due the Contractor, for failure to submit manuals as specified, an amount equal to 2% of the scheduled value for the equipment or system for which

the manual applies. This Contract requirement only applies when a manual is specified to be provided in the Technical Specifications for a particular system or piece of equipment.

**PART 2 - PRODUCTS**

Not Used

**PART 3 - EXECUTION**

Not Used

**END OF SECTION**

**PART 1 - GENERAL****1.01 - SECTION INCLUDES**

- A. This Section includes:
  - 1. Maintenance of documents
  - 2. Recording of record information
  - 3. Submission of record documents

**1.02 - PLANS AND SPECIFICATIONS FURNISHED TO THE CONTRACTOR**

- A. One (1) complete set of Contract Documents (plans, specifications and addenda) will be furnished to the Contractor in electronic PDF format on USB flash drive. The Contractor will be required to print out hard copy sets for field and internal use.
- B. Hard copy sets of Contract Documents (plans, specifications and addenda) can be furnished to the Contractor at \$300 per set, if requested.

**1.03 - MAINTENANCE OF DOCUMENTS**

- A. The Contractor shall maintain at the site one (1) set of the following: drawings, specifications, addenda, change orders, approved shop drawings, test reports, operations and maintenance manuals, and shop drawing log.
- B. The Contractor shall make these documents available for use by the Owner, Engineer/Architect, regulatory agencies and other parties designated by the Owner.
- C. Provide a drawing rack for storage of plans.
- D. Maintain these documents in a clean, dry, legible condition throughout the entire contract period.

**1.04 - RECORDING OF RECORD INFORMATION**

- A. Affix a stamp to each Contract Drawing and Shop Drawing reading as follows: "RECORD DOCUMENT" - "NAME OF PROJECT" - "CONTRACTOR NAME" in 2-inch high printed letters.
- B. Keep the record documents current as the work progresses. Record information concurrent with construction progress.

- C. The Contractor shall include a lump sum amount in the bid amount for preparation of record drawings of **\$5,000**.
  - 1. Stipulated amount will be released when the record drawings have been accepted by the Engineer.
  - 2. Satisfactory evidence shall be provided by the Contractor demonstrating compliance with these specifications and said drawings have been delivered and deemed in compliance with the specifications by the Engineer/Architect.
  - 3. Progress payments will be allowed against the line item in the Schedule of Values only if record documents are considered accurate and up-to-date by the Engineer.
- D. Do not permanently conceal any work until required information has been recorded.
  - 1. Legibly mark the Contract Plans to record actual construction, including, but not limited to the following:
  - 2. All as-built work.
  - 3. All approved field changes and conditions.
  - 4. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.
  - 5. Location of underground conduits, boxes, devices. Wire sizes (AWG) and types installed. Number of active and spare wires in each conduit and conduit size (applicable where work involves electrical construction).
  - 6. Tied-down location of all underground process lines and buried valves.
- E. Shop Drawings: Maintain as record documents. Legibly mark-up to show changes made due to field conditions encountered during construction.

#### 1.05 - SUBMITTAL OF RECORD DOCUMENTS

- A. At Substantial Completion, the Contractor shall deliver one (1) preliminary record set of as-built documents to the Engineer/Architect with all changes conspicuously ballooned or otherwise emphasized.

- B. The work will not be considered substantially complete until such time as the preliminary record documents are delivered and acceptable to the Engineer. Mark this set "Preliminary Record Drawings".
- C. Prior to Final Completion, the Contractor shall conform the preliminary record drawings to the comments made by the Engineer and then provide the Owner a complete set of as-built drawings prints and one electronic copy on USB flash drive of all drawings in PDF format.
- D. As-built drawings shall be the same size as the Contract Drawings, with 1/2-inch margins space on three sides and a 2-inch margin on the left side for binding.
- E. Each drawing shall bear in the title box the words "FINAL RECORD DRAWINGS" and the name of the Contractor in heavy black lettering 1/2 inch high and be certified as complete and accurate.
- F. As a convenience, Engineer will make available to the Contractor mylar sepia or electronic media of the Contract Drawings for the sole purpose of the Contractor preparing as-built drawings.
- G. Electronic media made available is without guarantee of compatibility with the Contractor's software or hardware.
  - 1. If the Contractor wishes to take advantage of this offer, the Contractor will be required to execute an indemnification and hold harmless agreement with the Engineer.
  - 2. Electronic media will be provided free of charge on USB flash drive in a zipped format.
  - 3. Electronic media shall be returned to the Engineer upon acceptance of the as-built drawings by the Owner.

#### **1.06 - RELATED DOCUMENTS**

- A. Provide certificate of release of liens if requested by the Engineer.

#### **PART 2 - PRODUCTS**

Not Used

#### **PART 3 - EXECUTION**

Not Used

**END OF SECTION**

**PART 1 - GENERAL****1.01 - SECTION INCLUDES**

- A. The Section includes the requirements for delivering spare parts specified to be furnished under the provisions of the Contract Documents.

**1.02 - QUALITY ASSURANCE**

- A. Spare parts shall be delivered as complete assemblies direct from the manufacturer such that the part is fully functional and ready to be installed.

**1.03 - DELIVERY, STORAGE AND HANDLING OF SPARE PARTS**

- A. Comply with the requirements of Section 016500 for packing, delivery, storage and handling requirements for all parts delivered to the site of the work.
- B. All spare parts required to be furnished under a Section of the Specifications shall be packaged in one separate box, crate or container with the words "SPARE PARTS" lettered on all sides of the container.
- C. The equipment name or system name for which the spare parts are being provided shall also be lettered on the container.
- D. A separate packing list for the spare parts shall be included in the container.
- E. The Contractor shall store all spare parts indoors immediately upon delivery of the spare parts to the site. Spare parts will not be accepted by the Owner/Engineer/Architect if the spare parts have been stored outdoors for more than 8 hours upon delivery to the site.
- F. The storage location shall be secure.

**1.04 - TURN OVER OF SPARE PARTS**

- A. Spare parts shall be turned over to the Owner/Engineer approximately two (2) weeks prior to the Engineer/Architect's preparation of the Final Punch List.
  - 1. Spare parts will not be accepted until this time.
  - 2. The Certificate of Substantial Completion will not be issued until all spare parts are delivered.
- B. The following procedure shall be followed:

1. The Contractor shall provide a formal letter of transmittal listing the name or description of the part, part number, model number, manufacturer (or supplier), and system component name and the Section where it was specified to be provided.
2. Two (2) counterparts of the letter shall be provided.
3. The Contractor shall turn each part individually over to the Owner/Engineer/Architect.
4. The Owner/Engineer/Architect will initial next to the part description on each counterpart of the transmittal letter.
5. The initials represent that the part was received.
6. One transmittal counterpart will be returned to the Contractor.

**PART 2 - PRODUCTS**

Not Used

**PART 3 - EXECUTION**

Not Used

**END OF SECTION**

**PART 1 - GENERAL****1.01 - SECTION INCLUDES**

- A. Work of this Section includes the requirements for demonstrating and training of installed systems, equipment, and products.
- B. Manufacturer field services and the credit for unused service time is also included herein.

**1.02 - MANUFACTURER'S FIELD SERVICES**

- A. When specified in individual specification sections require field services to be provided, said services shall be provided by qualified, authorized and factory trained representative(s) of the manufacturer (supplier).
- B. Field services shall generally consist of:
  - 1. installation supervision,
  - 2. verify terms of the manufacturer's warranty,
  - 3. equipment and system calibration,
  - 4. startup supervision,
  - 5. and operation and maintenance instructions to the Owner's employees.
- C. Such services do not include service time to correct a factory fault, correct problems resulting from a factory wiring or control logic error, or errors caused by poor or improper installation by the Contractor.
- D. Sale representatives are not acceptable.
- E. The time specified to be provided under the specification sections shall be exclusive of travel time to and from the facility or site. For the purposes of this Contract, one (1) day shall be defined as eight (8) hours exclusive of breaks or mealtime.
- F. The times specified to be provided by the manufacturer does not relieve the manufacturer from providing sufficient service time to place the equipment or systems into satisfactory operation and to obtain the specified performance. The manufacturer shall provide, as a minimum, the times specified in the Specification Sections.

- G. Where manufacturer services are specified for control panel or control center startup, the representative shall be experienced and trained to work on and field rewire such devices.
  - 1. Field representatives for control panel startup shall understand the control sequence specified and, in the case of programmable logic controllers, are able to make revisions to the factory program using handheld programming devices or laptop computers.
  - 2. The time spent by the representative to correct a PLC program shall not be included in the time specified for startup.
  - 3. The Owner will not pay for time spent in the field to correct a PLC programming problem.
- H. If for any reason, the specified service days are not used, then the Owner shall receive a credit equal to \$500.00 (FIVE HUNDRED DOLLARS AND ZERO CENTS) for each unused field service day specified.
- I. A change order to the Contract reducing the Contract Price, by the dollar amount equivalent to the unused field service days, will be issued.
- J. Submit manufacturers' startup reports (MSR's) in accordance with the requirements contained in Section 013300 - Submittals.

#### **1.03 - SUBMITTALS**

- A. The Contractor shall prepare a list of all manufacturer specified field time required by the technical specifications. Compile this summary listing and submit it to the Engineer for review in accordance with the requirements contained in Section 013300.
- B. Provide manufacturer's field training outline to Engineer for approval.
- C. Manufacturer's Startup Reports shall be provided prior to receiving full payment for installation.

#### **1.04 - QUALITY CONTROL**

- A. Adhere to all instructions provided by the manufacturer's authorized representative.
- B. All verbal instructions necessary to satisfy performance of the equipment or the system shall be immediately provided by the Contractor. The manufacturer shall document all verbal orders in writing at a time suitable to the Contractor.

- C. All written instructions provided in operation, maintenance, and installation guides and manuals, provided by the manufacturer of such equipment and or system, shall be complied with by the Contractor.
- D. Comply with all manufacturer requirements such that written or implied warranties remain in full force during the time period so specified elsewhere in the technical specifications.
- E. Should manufacturer's instructions conflict with Contract Documents, request clarification from Engineer before proceeding.
- F. Actions and/or non performance by the Contractor that may void manufacturer warranties shall not constitute a release of the specified warranty, and all warranty claims made by the Owner shall be paid for by the Contractor as if the manufacturer's warranty was still in effect.

#### **1.05 - SCHEDULING - FIELD SERVICES**

- A. Arrange field service on dates acceptable to the Owner and Engineer.
- B. The service visits shall be scheduled at least 2 weeks in advance so that the Owner and Engineer can adequately staff the date.
- C. Operator training will not be allowed until such time as the Manufacturer's Operation and Maintenance Manuals have been supplied and approved by the Engineer.
  - 1. The field service technician shall review the contents of the manual with designated employees of the Owner.
  - 2. Field services will not be deemed provided until the MSR is provided.

#### **1.06 - DEMONSTRATION AND INSTRUCTIONS**

- A. Demonstrate operation and maintenance of products to Owner's personnel prior to date of Substantial Completion.
- B. Utilize manufacturer's and vendor's Operation and Maintenance Manuals as basis for instruction. Review contents of the manual with the Owner's personnel in detail to explain all aspects of operation and maintenance.
- C. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of the equipment or of the system.

- D. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.
- E. Arrange to have the manufacturer's Operation and Maintenance Manuals updated with information that has been added during start-up activities.
- F. The final manual shall contain the most recent information and reflect all operational and maintenance aspects of the final installed and functioning system or equipment component of the system.
- G. Changes to control panel wiring diagrams or interconnection wiring schematics shall be made and new prints provided as an update to previously approved manuals.
- H. Manufacturer field time shall be as specified in individual Sections of the Technical Specifications.
- I. For control panels, explain the control sequence, timing structure, and safety precautions when working inside the panel, terminal wiring system, PLC program, if applicable, operator interface(s) and control logic.
- J. Explain PLC LED input and output numbering system, if applicable. If control relays are used, explain technique for their replacement.

**PART 2 - PRODUCTS**

Not Used

**PART 3 - EXECUTION**

Not Used

**END OF SECTION**

**PART 1 - GENERAL****1.01 - DESCRIPTION**

- A. This Section covers the requirements for supplying all labor, materials, and equipment necessary to demolish, and/or remove existing facilities at the Defriest Pump Station.
- B. Sequence and schedule demolitions and removals as specified in Section 011400 – Work Restrictions.
- C. All materials and equipment shall remain the property of the Contractor except as listed herein in Part 3 or noted on the Contract Drawings.
- D. The Contractor shall also comply with the requirements contained in the following Sections as it relates to work of this Section:
  - 1. Section 013100 - Project Management and Coordination
  - 2. Section 013300 - Submittals

**1.02 - QUALITY ASSURANCE**

- A. Demolition work shall proceed in an orderly and planned sequence, taking care not to disrupt the operation of the existing facility. Selected equipment removals and restrictions as noted on the plans or as specified in Section 011400 will require careful coordination with all other Contracts and must be conducted in phases with new equipment installations. The Contractor shall make no claim for extra compensation for failure to successfully coordinate all work with the other Contracts.
- B. Employ labor on a continuous basis and complete each phase of the demolition work until it has been readied to receive the new work or until it has been demolished. Once work has been started on any one phase, it shall be completed.
- C. Demolition shall be performed by persons experienced in this type of work and be directed by a foreman who shall be present during all phases of this operation.
- D. Dismantling of equipment shall be performed by mechanics qualified to install equipment of the type being removed. All equipment shall be removed in accordance with the best practice of the trade.
- E. All equipment shall be removed with care whether it shall be retained by the Owner or become the property of the Contractor.

- F. Obtain the services of cranes and professional riggers as may be required to remove portions of the work, deliver equipment to the Owner, or otherwise comply with the requirements of these specifications.
- G. The Contractor shall not stockpile debris. Immediately load debris into a roll off container or dump truck and dispose of it in accordance with all applicable rules and regulations. It shall be immediately hauled off site for disposal upon reaching full capacity. All containers shall be properly tarped or covered to prevent spill.
- H. Performance Criteria:
  - 1. Requirements of Structural Work: Do not cut structural work in a manner resulting in a reduction of load-carrying capacity or load/deflection ratio until interior removals and salvage has been completed and the area made safe.
  - 2. Operational and Safety Limitations: Do not cut operational elements and safety-related components in a manner resulting in a reduction of capacities to perform in a manner intended or resulting in decreased safety until ready for demolition.
  - 3. Loading: Do not superimpose loads at any point upon existing structure beyond design capacity including loads attributable to materials, construction equipment, demolition operations and shoring and bracing.
  - 4. Vibration: Do not use means, methods, techniques or procedures which would induce vibration into any element of the structure to remain.
  - 5. Fire: Do not use means, methods, techniques or procedures which would produce any fire hazard unless otherwise approved by the Engineer.
  - 6. Water: Do not use means, methods, techniques or procedures which would produce excessive water run-off, and water pollution.
  - 7. Air Pollution: Do not use means, methods, techniques or procedures which would produce uncontrolled dust, fumes or other damaging air pollution.

### 1.03 – SUBMITTALS

- A. Comply with the requirements contained in Section 013300 - Submittals. The following documents shall be submitted:
  - 1. Demolition plan including demolition schedule, removal sequence, and a detailed outline of dismantling, demolition, and disposal procedures.

2. Project record documents in accordance with Section 017839. Project record documents shall include accurately recorded locations of capped utilities, plugged pipes, and subsurface conditions left in place.

#### **1.04 – PROTECTION OF EXISTING CONSTRUCTION TO REMAIN**

- A. Provide all labor and materials necessary for the temporary protection of existing construction (floors, roof, and walls) to remain when adjoining new work.
- B. Provide temporary construction, constructed of framing and plywood and/or heavy weight poly to protect existing construction and surrounding surfaces from dust, damage by movement of materials and personnel.
- C. The contractor is responsible for all damage to existing structures and shall replace or repair all areas of damage.
- D. Repair, replace, or rebuild existing construction as required or as directed which has been removed, altered or disrupted to allow for new construction. Existing construction shall be corrected to match adjacent construction, new or existing.
- E. Perform cutting of existing concrete and masonry construction with saws and core drills. Do not use jack-hammers or explosives.
- F. Provide temporary shoring and bracing of existing construction to allow removal of existing structural elements. Maintain shoring until new structural elements are in place and accepted.

#### **PART 2 – PRODUCTS**

Not Used

#### **PART 3 – EXECUTION**

##### **3.01 – GENERAL**

- A. Ready the site and adjacent structures and surfaces before beginning any one phase of the demolition work. Inspect the surrounding buildings, tanks, pipes and confirm, with the Engineer, the extent of the work at least five (5) working days prior to starting each phase of the work. Do not remove, dismantle, or take off line any existing pipe, structure or process component without first giving five (5) working days of written notice. Notice may be given verbally at progress meetings if it is within five (5) working days before the scheduled work.

- B. Protect existing surfaces not to be demolished as may be reasonable in consideration of the type of work that will be undertaken. All surfaces damaged as a result of the Contractor's operation shall be immediately repaired or shall be scheduled for repair at the completion of the work as the Engineer may elect.
- C. Burning of material is prohibited.
- D. The use of explosives is prohibited.
- E. Notify all affected utilities before starting demolition. The Contractor shall comply with their requirements and the requirements of 16 NYCRR Part 753. The Contractor shall have the location and termination of all utilities clearly marked.
- F. Coordinate the disconnection of all electrical branch circuits, wiring, and equipment prior to any demolition. Electric facilities shall be discontinued in compliance with applicable provisions of the National Electric Code and utility requirements. The Contractor shall verify that the circuit has been de-energized and is safe to be removed.
- G. Hardware, such as bolts and nuts for fittings, shall become the property of the Contractor but shall not be reused on this project.
- H. Piping and fittings set in concrete piers shall be removed without damaging the pipe or fitting.
  - I. Pumps attached to concrete piers and foundations using anchor bolts shall be burned off without damaging the pump or motor.
  - J. All concrete used as fill shall be a minimum of 3500 psi.
- K. Cease operations immediately if an unsafe condition develops. Do not resume operation until the condition has been corrected. On-site safety shall be the responsibility of the Contractor and all operations shall be performed in accordance with applicable OSHA regulations and guidelines. Scaffolding, safety rails, and trench sheeting shall be employed as required to satisfy OSHA regulations.
- L. The Contractor shall remove sewage/sludge/process waste materials from existing structures as follows:
  - 1. Contractor shall be responsible to provide all labor, equipment and materials to perform wastewater bypass pumping, sludge/waste/debris removal and cleaning/disinfection of all process structures, pipelines and recharge beds for the contracted demolition and process conversion work. This work shall be included in the lump sum bid amount(s).

2. The Owner shall be responsible to empty or pump out existing process systems to the extent shown or noted on the Contract Plans to allow access for the Contractor to perform the contract work.
3. The Contractor shall transfer acceptable sewage and sludge to on-site treatment processes in lieu of hauling off site if the owner approves the sewage for transfer to existing facilities. All unacceptable sewage/sludge/process waste materials shall be removed from the site by the Contractor.
4. The Contractor shall limit the volume of sludge and process waste materials to be hauled off site for disposal by dewatering and pumping out acceptable wastes to on site systems to the greatest extent possible before removal of unacceptable wastes for offsite disposal.

### **3.02 – PREPARATION**

- A. Temporary Support: Provide adequate temporary support for work to be cut to prevent failure. Do not endanger other work.
- B. Provide adequate protection of other work during selective demolition to prevent damage and provide protection of the work from adverse weather exposure.

### **3.03 – DEFRIEST PUMP STATION**

- A. The Contractor shall remove all equipment within the Defriest pump station as specified below or as shown on the Drawings. Equipment to be removed shall include, but not be limited to, the following: control panel, level controls, and electrical equipment.

### **3.04 – OTHER REMOVALS**

- A. Refer to the demolition plan sheets for additional demolition and removal information.
- B. Employ only skilled tradesmen to perform selective demolition.
- C. Cut work by methods least likely to damage work to the retained and work adjoining.
- D. In general, where physical cutting action is required, cut work with sawing and grinding tools, not with hammering and chopping tools. Core drill openings through concrete and masonry work.
- E. Patch with seams which are durable and as invisible as possible. Comply with specified tolerances for the work.

F. Where selective demolition terminates at a surface or finish to remain, completely remove all traces of material selectively demolished, including mortar beds. Provide smooth, even, substrate transition.

**3.05 – DISPOSITION OF EQUIPMENT TO REMAIN THE PROPERTY OF THE OWNER**

- A. The Contractor shall deliver the equipment shown on the contract drawings to the Owner:
- B. Place items to be retained by the Owner in the designated storage area as directed by the Engineer.
- C. The equipment and materials retained by the Owner shall be neatly stored and placed upright and blocked off the ground.

**END OF SECTION**

**PART 1 - GENERAL****1.01 - SECTION INCLUDES**

- A. Provide a complete electrical installation including all labor, equipment, materials, machinery, tools, transportation, procurement of all necessary permits, certificates, and other incidental services, whether described in these Contract Documents or not, to provide a satisfactorily operating electrical installation.
- B. Perform all operations necessary to install, equip, adjust, and place into satisfactory operation all electrical equipment. Connect the various elements of the project to form a complete and properly operating system.
- C. The principal items of electrical work include, but are not necessarily limited to the following:
  - 1. Demolition and removal of associated components of existing equipment demolished on the Contract Drawings.
  - 2. Furnishing and pulling all cables, furnishing and installing all conduit grounding and related fittings for completing the installation of all electrically operated equipment.
  - 3. Furnishing and installing all switches, conduit, grounding and related fittings as well as certain cables for completing the installation of all electrically operated equipment, controls, safety devices, alarms, instrumentation, heating, ventilating and air conditioning equipment.
  - 4. Furnishing and installing new control panel and level/flow elements.
- D. Refer to Section 011100 for supplemental information concerning the extent of work required under this contract.

**1.02 - RELATED WORK**

- A. Concrete slabs, foundations, pads, and miscellaneous metal work required for equipment furnished under this contract.
- B. Flashing and sealing of conduits through outside and interior walls.

**1.03 - QUALITY ASSURANCE**

- A. It is understood that the rights and benefits given the Owner by the guarantees found in the technical specifications are in addition to and not in derogation of any rights or benefits found in

the general conditions of the Contract.

B. Electrical equipment provided under this Contract shall be turned over in a sustained and proper operating condition. Instruction on further operation and maintenance shall be included in the operating and maintenance instructions.

#### **1.04 - REFERENCES**

A. Perform work in accordance with standards listed below. Where these specifications are more stringent, they take precedence. In case of conflict, obtain a decision from the Engineer.

1. NFPA-70: National Electrical Code
2. NFPA-101: Life Safety Code
3. NFPA-820: Fire Protection in Wastewater Treatment and Collection Facilities
4. New York State Energy Code
5. New York State Building Code
6. Applicable New York State Administrative Code
7. Applicable Town Ordinances.
8. PSEG Long Island rules and regulations.
9. I.S.A.: Instrument Society of America
10. U.L.: Underwriters Laboratories.
11. N.E.M.A.: National Electrical Manufacturers Association
12. O.S.H.A.: Occupational Safety and Health Administration
13. A.N.S.I.: American National Standards Institute
14. J.I.C.: Joint Industrial Council
15. I.E.E.E.: Institute of Electrical and Electronic Engineers.
16. F.M.: Factory Mutual.
17. Telephone Utility Company

**1.05 - EXISTING CONDITIONS AND RELOCATIONS**

- A. It is anticipated that several branch circuit conduits and/or lights may have to be routed, extended, relocated or temporarily removed and replaced, to permit the installation or removal of equipment by other trades under this scope of work. Review all demolition drawings and allow for the rerouting or relocation of wiring systems and devices to remain that must be relocated or rerouted. This Contractor shall allow for and accomplish these rework items to suit field requirements and conditions.
- B. When working with existing equipment or wiring systems care shall be taken to avoid damage, and shutdown of process equipment. Prior to working in an area, the Contractor shall examine existing conditions and review it with the Engineer prior to altering existing systems.
- C. Where new construction involves connecting to or using existing equipment, the Contractor shall include all work and materials required to adapt, extend or rework the prevailing existing "As Is" condition, to the new work. Should an existing condition prove to be grossly deteriorated or inadequate for modification, such condition shall be reported to the Engineer for a remedy.
- D. Where existing empty conduits are to be used for new wiring systems, they shall be assumed to be in poor condition requiring prior "make ready" work before using. A wire brush reamer shall be pulled through prior to wiring and, if necessary, water accumulations shall be pumped or blown out.

**1.06 - ELEMENTARY WIRING DIAGRAMS AND POINT- TO-POINT FIELD WIRING DIAGRAMS**

- A. Prior to the manufacture of equipment to be furnished under this Contract, the Contractor shall submit for approval complete elementary, internal and interconnecting wiring diagrams for all switchgear, branch motor protection, and circuit breaker distribution panels required under this Contract. The elementary diagrams shall completely describe the circuit in which the component is to be used and shall be drawn using standard JIC/NEMA electrical symbols and ANSI C37.2 device function numbers. The diagrams shall be CADD drafted.
- B. Point-to-point field wiring diagrams are required for all equipment furnished as work of this Contract. Point-to-point field wiring diagrams shall be complete and shall contain all details including all items provided under other construction contracts and sections. As a minimum, all diagrams shall indicate:
  1. Color-coding and wire numbers.
  2. Wire sizes and insulation types.
  3. Designation of conduit in which wiring is to be run.

4. Panel terminal strip numbers.
5. Location, functional name and manufacturer's designation of items to which wiring is to be connected, including all items provided under other sections and construction contracts.
6. Include diagrams for controls and power. Power diagrams to include interconnections with switchgear, motor control centers, panelboards, motors control panels, and field devices.

## PART 2 - PRODUCTS

### 2.01 - MATERIALS AND EQUIPMENT

- A. All materials and equipment used in carrying out these specifications shall be new and be UL listed and labeled.

## PART 3 - EXECUTION

### 3.01 - COORDINATION

- A. Examine specifications, Contract Drawings, drawings prepared for other contracts, specifications of other contracts, the project site, and existing electrical system to become thoroughly familiar with items that require electrical connections and coordination. Electrical drawings are diagrammatic and shall not be scaled.
- B. Notify other contractors of any deviations or special conditions necessary for the installation of work. The Engineer prior to installation will resolve interferences between work of various contractors. Work installed not in compliance with specifications and drawings and without properly checking and coordinating as specified above shall, if necessary, be removed and properly reinstalled without additional cost to the Owner.
- C. The Engineer shall be the mediating authority in all disputes between this Contractor and other contractors arising on this project.
- D. Equipment shall be installed in accordance with manufacturer's recommendation. Where conflicts occur between Contract Documents and these recommendations, a clarification shall be requested of the Engineer for decision before proceeding with such work.
- E. Insofar as it is possible to determine in advance, advise masonry tradesmen to leave proper chases and openings. Place all outlets, anchors, sleeves, and supports prior to pouring concrete or installation of masonry work. Should the Contractor neglect doing this, any cutting and/or

patching required to be done is at this Contractor's expense.

### **3.02 - CUTTING AND PATCHING**

- A. Repair or replace routine damage caused by cutting in performance of work under this contract.
- B. Correct unnecessary damage caused due to installation of electrical work, brought about through carelessness or lack of coordination.
- C. Holes cut through floor slabs shall be core drilled with drill designed for this purpose. All openings, sleeves, and holes in slabs shall be properly sealed, fire proofed and waterproofed. Hazardous locations to be sealed with equipment, materials, and accessories rated for such locations; no exceptions.
- D. Repairs shall be performed with materials that match existing materials and to be installed in accordance with appropriate sections of these specifications.

### **3.03 - TESTS**

- A. On completion of work, installation shall be completely operational and entirely free from ground, short circuits, and open circuits. Perform a thorough operational test in presence of the Engineer. Balance all circuits so that feeders to panels are not more than 10% out of balance between phases with all available load energized and operating. Furnish all labor, materials, and instruments for above tests.
- B. Furnish Engineer with a copy of such tests including identification of each circuit and readings recorded, also the main service ground resistance test as described in Section 260526 – Grounding and Bonding of these specifications. Test information to include ampere readings of all panel circuit breakers, and isolation resistance reading of motors and transformers.

### **3.04 - IDENTIFICATION OF EQUIPMENT**

- A. Properly identify the following in accordance with the details on the Drawings and the requirements contained in Section 260553 – Electrical Identification:
  1. Circuit breaker panels and individually mounted circuit breakers
  2. Disconnect switches
  3. Power / Control pull stations

**3.05 - INSTALLATION**

- A. Carefully move and replace equipment, appliances and all related items, as required to conduct proposed work.
- B. Install and conduct all work per applicable NEC, State and local codes.
- C. Mounting of equipment to handrails shall not be permitted. All local devices, such as disconnect switches, receptacles, transmitters, and local control stations shall be frame mounted and be self-supporting.
- D. Conduits for power and controls shall be run in masonry walls or embedded in or below concrete slabs and foundation walls where such work is inside a new building. Exposed conduits in process type areas will only be allowed for joist mounted lighting distribution and unit heaters. Exposed conduits in pipe trenches may be allowed with the prior approval of the Engineer.

**END OF SECTION**

**PART 1 - GENERAL****1.01 - SECTION INCLUDES**

- A. Electrical demolition.

**1.02 - SUBMITTALS**

- A. Submit under provisions of Section 013300.
- B. Shop Drawings: Indicate demolition and removal sequence and location of salvageable items; location and construction of temporary work.

**1.03 - REGULATORY REQUIREMENTS**

- A. Conform to applicable code for demolition work, safety of structure and dust control.
- B. Obtain required permits from authorities.
- C. Notify affected utility companies before starting work and comply with their requirements.
- D. Do not close or obstruct egress width to exits.
- E. Do not turn off electric equipment without authorization from Owner.
- F. Conform to procedures applicable when discovering hazardous or contaminated materials.

**1.04 - SCHEDULING**

- A. Schedule Work to coincide with new construction.

**PART 2 - PRODUCTS**

Not Used.

**PART 3 - EXECUTION****3.01 - EXAMINATION**

- A. Verify field circuiting arrangements at the site.
- B. Verify that abandoned wiring and equipment serve only abandoned facilities.

- C. Demolition drawings are based on casual field observation. Report discrepancies to the Engineer before disturbing existing installation.
- D. Beginning of demolition means installer accepts existing condition.

### **3.02 - PREPARATION**

- A. Provide power, wiring and connections to maintain all existing power, control and telemetry systems in service during construction. When work must be performed on energized equipment or circuits, use personnel experienced in such operations.

### **3.03 - DEMOLITION AND EXTENSION OF EXISTING ELECTRICAL WORK**

- A. Remove, relocate, and extend existing installations to accommodate new construction, as indicated on drawings.
- B. Remove exposed abandoned conduit, including abandoned conduit above accessible ceiling finishes. Cut conduit flush with walls and floors, and patch surfaces.
- C. Disconnect abandoned outlets and remove devices. Remove abandoned outlets if conduit servicing them is abandoned and removed. Provide blank cover for abandoned outlets which are not removed.
- D. Repair adjacent construction and finishes damaged during demolition and extension work.
- E. Provide caps and filler plates/plugs for all openings in equipment and enclosures after removal of conduits.
- F. Maintain access to existing electrical installations which remain active. Modify installation or provide access panel as appropriate.
- G. Remove demolished materials from site as work progresses.
- H. Completely remove and dispose of all electrical power, control, and data feeds including conduits, conductors, boxes and supports not scheduled to remain after new construction is tested and operational.
- I. Where existing devices and equipment are called to be removed, maintain circuit continuity to all existing devices and equipment remaining on that circuit. Contractor shall provide all required conduit, conductors and boxes as required.

**3.04 - CLEANING AND REPAIR**

- A. Clean and repair existing materials and equipment which remain or are to be reused.
- B. Remove temporary work.

**END OF SECTION**

**PART 1 - GENERAL****1.01 - SECTION INCLUDES**

- A. Provide all labor, equipment and material necessary to furnish, install, and test the wires and cables complete, in place, as shown on the Contract Drawings, specified herein and approved by the Engineer.
- B. In general, the wires and cables included under this Section shall include, but not be limited to, the following:
  - 1. 600V power and control cable
  - 2. 600V lighting and receptacle cable
  - 3. Instrumentation wires
- C. All conductors to be continuous from origin to panel or equipment termination without splices. Where splices and taps are necessary or are required, notify the Engineer prior to installation.
- D. All splices shall be made in stainless steel terminal boxes unless otherwise indicated.

**1.02 – QUALITY ASSURANCE**

- A. Qualifications of Manufacturers:
  - 1. Products used in the work of this Section shall be produced by manufacturers regularly engaged in the manufacturing, installing and servicing of similar items with a history of successful production acceptable to the Engineer as specified herein and in accordance with the General Conditions.
  - 2. Submit the following information pertaining to the manufacturer(s):
    - a. Complete literature, performance, and technical data describing the proposed equipment and listing of items made by the manufacturer.
    - b. Location of closest service office from which this equipment shall be serviced.
    - c. Location of closest parts inventory for item installation.
  - 3. Field Testing:
    - a. Wires and cables shall be tested before being connected to motors, devices or

terminal blocks.

- b. If tests reveal defects or deficiencies, the Contractor shall make the necessary repairs or shall replace the cable as directed by the Engineer, without additional cost to the Owner.
- c. All tests shall be made by and at the expense of the Contractor who shall supply all testing equipment.

4. Continuity Tests:
  - a. All cables, wires and shields shall be tested for continuity. Testing for continuity shall be by test light or buzzer.
5. Insulation-Resistance Tests:
  - a. 600V power and control cables and wires shall be tested for their insulation-resistance values. Test shall utilize a megohmeter with applied voltage to be 1000VDC for one (1) minute. Insulation-resistance test shall be performed on each conductor with all other conductors grounded. The resistance value shall be 20 megohms or greater.
  - b. 300V instrumentation signal cable shall be tested from conductor to conductor, conductor to ground, and conductor to shield using a digital volt-ohm meter. The resistance value shall be 10 megohms or greater.

#### **1.03 - REFERENCES**

- A. ANSI/NFPA 70 - National Electric Code.
- B. NECA Standard of Installations.

#### **1.04 - SUBMITTALS**

- A. Submit product data under provisions of Section 013300.

#### **1.05 - COORDINATION**

- A. Coordination:
  1. Coordinate wire and cable required with the equipment being furnished by others for the satisfactory operation of the equipment or system.

2. Review installation procedures under other sections and contracts and coordinate them with the work specified herein.

#### **1.06 - PROJECT CONDITIONS**

- A. Verify that embedded conduit, in masonry and concrete, is installed as shown on the Drawings prior to the work being enclosed by others.
- B. Conductor sizes are based on copper at 75°C.
- C. Wire and cable routing shown on Drawings is approximate unless dimensioned or specifically called for such as where conduit is to be embedded in concrete or masonry. Route wire and cable as required to meet project conditions and shall be routed above ceilings, directly under joists, in pipe trenches, where available, and in masonry. Where exposed conduit is permitted, it shall be run to maximize wall space.
- D. Field verify destination location to determine cable routing.
- E. Where wire and cable routing is not shown for proposed destination, determine exact routing and lengths required. Routing shall be reviewed with the Engineer.

### **PART 2 - PRODUCTS**

#### **2.01 - CONDUCTORS**

- A. Install products in accordance with manufacturer's recommendations.
- B. Single copper conductors with 600-volt insulation.
- C. Minimum size of feeder conductors and grounds shall be No. 12 AWG.
- D. Insulation: Provide ANSI/NFPA 70, Type XHHW-2.
- E. Use solid conductor for feeder and branch circuits, 10 AWG and smaller.
- F. All conductors shall include complete set of manufacturer's markings for insulation and conductor size.
- G. Manufacturers shall be ANACONDA, TRIANGLE, ROME, or approved equal.
- H. Provide white colored neutral conductors; provide black, color coded phase conductors; provide green colored ground conductors.

**2.02 - 300 VOLT INSTRUMENTATION SIGNAL CABLE - FOR INDOOR USE**

## A. Indoor Application:

1. The 300-volt instrumentation signal cable for indoor use shall consist of single or multiple twisted pairs or triads of coated, stranded copper conductors with polyvinyl chloride (PVC) insulation and nylon jacket. Each individual pair or triad of wires shall have an aluminum/polyester tape shield with a tinned copper drain wire. For multiple pair or triad cables, an overall aluminum/polyester tape shield with a tinned copper drain wire shall enclose the individual wire assemblies. The overall jacket shall be PVC. Cables shall have a 105°C rating.
2. The conductors shall be annealed, tin-coated copper with Class B stranding per ASTM B-8. Minimum size conductor shall be AWG No. 16.
3. The insulation shall be PVC. The insulation thickness shall be 15 mils.
4. Individual Conductor Insulation: The jacket over each individual wire shall be nylon and shall have a thickness of 4 mils.
5. The shield for each individual pair or triad shall be an aluminum/polyester tape. The shield shall be 1.35 mils thick and shall be overlapped to provide 100% coverage. The shield shall also contain a 7-strand tinned copper drain wire which shall be a maximum of two sizes smaller than the conductors. All individual shields shall be completely isolated from each other.
6. The overall shield for multiple pair or triad cables shall be an aluminum/polyester tape. The shield shall be 2.35 mils thick and shall be overlapped to provide 100% coverage. The shield shall also contain a 7-strand tinned copper drain wire which shall be the same size as the conductors.
7. The overall jacket shall be PVC and shall meet the requirements of UL 13.
8. The jacket thickness shall be as follows:

Wire Size	No. of Pairs	No. of Triads	Jacket Thickness
16 AWG	1	--	35 Mils
16 AWG	2,4	--	50 Mils
16 AWG	8,10,12	--	60 Mils
16 AWG	--	1	35 Mils
16 AWG	--	2,4	50 Mils
16 AWG	--	8	60 Mils
16 AWG	--	12	70 Mils

9. Manufacturers and their products shall be equal to:

- Cablec APVIC
- Okonite A Type P-OS and Type SP-OS
- Belden

B. In Underground Ducts and Outdoor Use in Conduits:

- The 300-volt instrumentation signal cable for outdoor use in conduits shall consist of single or multiple twisted pairs or triads of coated, stranded copper conductors with polyvinyl chloride (PVC) insulation and nylon jacket. Each individual pair or triad of wires shall have an aluminum/polyester tape shield with a tinned copper drain wire. For multiple pair or triad cables, an overall aluminum/polyester tape shield with a tinned copper drain wire shall enclose the individual wire assemblies. The overall jacket shall be chlorinated polyethylene (CPE). Cables shall have a 105EC rating.
- The conductors shall be annealed, tin-coated copper with Class B stranding per ASTM B-8. Minimum size conductor shall be AWG No. 16.
- The insulation shall be PVC. The insulation thickness shall be 15 mils.
- The jacket over each individual wire shall be nylon and shall have a thickness of 4 mils.
- The shield for each individual pair or triad shall be an aluminum/polyester tape. The shield shall be 1.35 mils thick and shall be overlapped to provide 100% coverage. The shield shall also contain a 7-strand tinned copper drain wire which shall be a maximum of two sizes smaller than the conductors. All individual shields shall be completely isolated from each other.
- The overall shield for multiple pair or triad cables shall be an aluminum/polyester tape.

The shield shall be 2.35 mils thick and shall be overlapped to provide 100% coverage. The shield shall also contain a 7-strand tinned copper drain wire which shall be the same size as the conductors.

7. The overall jacket shall be CPE and shall meet the requirements of UL 13.
8. The jacket thickness shall be as follows:

Wire Size	No. of Pairs	No. of Triads	Jacket Thickness
16 AWG	1,2	--	35 Mils
16 AWG	4	--	50 Mils
16 AWG	8,10,12	--	60 Mils
16 AWG	--	1	35 Mils
16 AWG	--	2,4	50 Mils
16 AWG	--	8	60 Mils
16 AWG	--	12	70 Mils

9. Manufacturers and their products shall be as follows:
  - a. Cablec APZIC
  - b. Okonite AOkobon Type P-OS and Type SP-OS

#### **2.03 - 4-PAIR CATEGORY 6 UNSHIELDED TWISTED PAIR CABLE**

- A. Manufacturers: Subject to compliance with project requirements, manufacturers offering Products which may be incorporated in the Work include the following:
  1. Belden Corporation, Carmel, IN (800) 246-2673.
  2. Avaya, Basking Ridge, NJ (800) 344-02232.
  3. Berk-Tek, Incorporated, New Holland, PA (800) 237-5835.
  4. CommScope, Hickory, NC (800) 982-1708.
  5. Draka Comteq, Franklin, MA (888) 541-7100.
  6. General Cable, Highland Heights, KY (800) 424-5666.
  7. Mohawk/CDT Leominster, MA (978) 537 9961.

8. NORDX/CDT, Worcester, MA (800) 331-0779.
9. Superior Essex, Atlanta, GA. (800) 685-4887.
10. Tyco Electronics, Harrisburg, PA (800) 522-6752.

B. Conductors: 4 twisted pair - 24 AWG, solid copper w/ RJ-45 connector ends

1. Individually insulated plenum rated conductors under common plenum rated sheath unless entire cable is installed within conduit/EMT or if area where cable is installed is not considered a return air plenum according to any applicable codes.
2. Complies with individual characteristics established in ANSI/TIA/EIA-568-B, and all addendums for Category 6E cable performance specification.
3. Overall Nominal Diameter: .365 x .165 in.
4. Nominal Impedance: 100 ohms plus or minus 15 percent.
5. Certified capable of performing to minimum 350 MHz.

C. Mechanical Characteristics

1. Operating temperature: -20°C to +80°C
2. Bulk cable weight: 29 lbs./1000 ft.
3. Maximum recommended pulling tension: 45 lbs.
6. Minimum bend radius: 1 in.

D. Flame test: UL1666 Riser

E. Electrical Characteristics:

1. Nom. Mutual Capacitance @ 1 KHz 15.0 pF/ft
2. Maximum Capacitance Unbalance (pF/100 m) 49.2 pF/100 m
3. Nominal Velocity of Propagation 70 %
4. Maximum Delay (ns/100 m) 510 @ 100MHz ns/100 m
5. Maximum Delay Skew (ns/100m) 25 ns/100 m

6. Maximum Conductor DC Resistance @ 20 Deg. C 9 Ohms/100 m
7. Maximum DCR Unbalance @ 20 Deg. C 3 %
8. Max. Operating Voltage - UL 300 V RMS

## 2.04 - MECHANICAL CONNECTORS

- A. Conductor tapping connectors shall be BURNDY Servit split bolt, Series KS and KS3, or approved equal.
- B. Split bolt connectors shall use BURNDY Type SC Servit cover on indoor applications.
- C. Terminal lugs shall be BURNDY Universal Terminal Series. Terminal lugs shall be sized for proper ampacity and proper number of conductor holes. Each conductor shall occupy only one hole on a terminal lug.
- D. Conductor tapping connectors for multiple conductors shall be BURNDY Series V-Tap with V-Tap covers, and V-Blok mounting platforms.
- E. Use standard duty stainless steel support grips by Hubbell or approved equal.

## PART 3 - EXECUTION

### 3.01 - INSTALLATION

- A. General:
  1. The cables and wires shall be installed as shown on the Contract Drawings. Make terminations in accordance with cable manufacturers instructions for the particular type of wire and cable.
  2. Splices are not allowed in the underground duct, manhole and handhole systems. If splices are required, the Contractor shall obtain approval in writing from the Engineer prior to splicing.
  3. All low voltage cable shall be installed in metallic conduit.
- B. Wire and Cable Sizes: The sizes of wire and cable shall be as shown on the Contract Drawings, or if not shown, as approved by the Engineer. Minimum size wire shall be No. 12 AWG for all power, lighting and receptacle circuits. Wires for control circuits shall be No. 14 AWG minimum. Wire for instrumentation circuits shall not be smaller than No. 16 AWG. If due to field routing the

voltage drop exceeds 2.5%, the size of conductors shall be increased such that 2.5% is the maximum voltage drop incurred.

- C. Number of Wires: The number of wires indicated on the Contract Drawings for the various control, indications, and metering circuits were determined for general schemes of control and for particular indication and metering systems. The actual number of wires installed for each circuit shall, in no case, be less than the number required; however, the Contractor shall add as many wires as may be required for control and indication of the actual equipment selected for installation at no additional cost to the Owner.
- D. Wiring Identification: All wiring shall have a unique wire number and be labeled at both ends. Wire numbers shall correspond with the equipment terminal wire numbers. Where no wire numbers are indicated, the Contractor shall assign wire numbers. Wire numbers shall not be duplicated.
- E. Cable Identification Tags: The Contractor shall furnish all labor and materials and affix in a permanent way to each cable in manholes, cable compartments and vaults, junction boxes, pull boxes and points of termination, a laminated plastic tag, bearing clearly printed, the cable number indicated on the Contract Drawings or some other approved identification number or symbol. All cables shall be temporarily tagged with its full ID number immediately after it has been pulled.
- F. Cable Installation: All interior cable shall be run in metallic conduit.
- G. Wiring Supplies: Only electrical wiring supplies manufactured under high standards of production and meeting the approval of the Engineer shall be used. Rubber insulating tape shall be in accordance with ASTM D119 Friction tape shall be in accordance with ASTM D69.
- H. Training of Cable: The Contractor shall furnish all labor and material required to train cables around cable vaults within buildings and in manholes in any outdoor underground duct system. Sufficient length of cable shall be provided in each manhole and vault so that the cable can be trained and racked in an approved manner. In training or racking, the radius of bend of any cable shall be not less than the manufacturer's recommendation. All manhole cables shall be arc and fireproofed.
- I. Connections at Control Panels, Limit Switches and Similar Devices:
  - 1. Where stranded wires are terminated at panels, and/or devices connections shall be made by solderless lug, crimp type ferrule or solder dipped.
  - 2. Where enclosure sizes and sizes of terminals at limit switches, solenoid valves, float switches, pressure switches, temperature switches, and other devices make 7-strand,

No. 12 AWG, wire terminations impractical, the Contractor shall terminate external circuits in an adjacent junction box of proper size and shall install No. 14 AWG stranded wires to the junction box in a conduit.

J. Pulling Temperature: Cable shall not be flexed or pulled when the temperature of the insulation or of the jacket is such that damage will occur due to low temperature embrittlement. When cable will be pulled with an ambient temperature within a three day period prior to pulling of 40EF or lower, cable reels shall be stored during the three day period prior to pulling in a protected storage with an ambient temperature not lower than 55EF and pulling shall be completed during the work day for which the cable is removed from the protected storage.

K. Color Coding:

1. Conductor jacket shall be color coded as follows:

AC Power

<b>480V/277 and above</b>	<b>208Y/120V System</b>
Phase A - Brown	Phase A - Blue
Phase B - Orange	Phase B - Black
Phase C - Yellow	Phase C - Red
Neutral - White	Neutral – White

2. Control (Per ICEA Method 1, K-2):

<b>Wire Number</b>	<b>Color</b>
1	Black
2	Red
3	Blue
4	Orange
5	Yellow
6	Brown
7	Red With Black
8	Blue With Black
9	Orange With Black
10	Yellow With Black
11	Brown With Black
12	Black With Red
13	Blue With Red
14	Orange With Red
15	Yellow With Red
16	Brown With Red
17	Black With Blue
18	Red With Blue
19	Orange With Blue

3. DC Power

- a. Positive Lead - RED
- b. Negative Lead - BLACK

4. Instrumentation Signal

<b>Pairs</b>	<b>Triads</b>
Black and White	Black, Red and White

## 5. Equipment Ground - GREEN

## L. Instrumentation Cable Installation:

- 1. The Contractor shall install all cable or conductors used for instrumentation wiring (4-20 madc, etc.) in a grounded metal raceway.
- 2. The use of asbestos cement or plastic conduit will not be permitted.
- 3. Analog signal wires shall exclusively occupy these conduits.
- 4. Where instrumentation cables are installed in panels, etc., the Contractor shall arrange wiring to provide maximum clearance between cables and other conductors.
- 5. Instrumentation cables shall not be installed in same bundle with conductors of other circuits.
- 6. Grounding of cable shield shall be accomplished at one point only, unless otherwise required by instrumentation systems manufacturer.
- 7. Special instrument cable shall be as specified or recommended by the vendor of the equipment or instruments requiring such wiring.
- 8. Installation, storage, terminations, etc., shall be per manufacturer's recommendations.

**3.02 - IDENTIFICATION**

- A. Identify wire and cable under provisions of Section 260553.
- B. Identify each conductor with its circuit number.

**3.03 - FIELD QUALITY CONTROL**

- A. Perform field inspection and testing under provisions of Section 014500.
- B. Inspect wire and cable for physical damage and proper connection.
- C. Measure tightness of bolted connections and compare torque measurements with manufacturer's recommended values.
- D. Verify continuity of each branch circuit conductor.

**END OF SECTION**

**PART 1 - GENERAL****1.01 - SECTION INCLUDES**

- A. Grounding electrodes and conductors.
- B. Equipment grounding conductors.
- C. Bonding.

**1.02 - REFERENCES**

- A. ANSI/NFPA 70 - National Electric Code.

**1.03 - REGULATORY REQUIREMENTS**

- A. Conform to requirements of ANSI/NFPA 70.
- B. Furnish products listed and classified by Underwriters Laboratories, Inc.

**PART 2 - PRODUCTS****2.01 - COMPONENTS**

- A. Ground clamps: OZ ELECTRICAL MANUFACTURING COMPANY, Type "CG", or equal by STEEL CITY or APPLETON.
- B. Raceways, conductors, outlet boxes, pull and junction boxes to be furnished in accordance with applicable sections of these specifications.
- C. Rod Electrode: Copper, 3/4-inch diameter, 10 feet long.
- D. Wire: Copper, sized to meet NFPA 70 requirements.

**PART 3 - EXECUTION****3.01 - INSTALLATION**

- A. General:
  1. Clean all conductive surfaces on equipment to be grounded, to assure good electrical continuity.
  2. Effectively bond all grounding conductors to grounding rod electrodes, equipment

enclosures and ground busses.

3. Locate all grounding attachments away from areas subject to physical damage. Provide protective covering as required.
4. Install service entrance building ground as per NEC and PSEG requirements.
5. Service entrance shall be bonded to street side of first flange or coupling of incoming main water line with heavy duty ground clamp. Bonding conductor to be sized in accordance with NFPA 70.
6. Generators shall have a dedicated grounding system for separately derived system for switching neutrals.
7. Building steel shall be bonded to ground bus on main service with a conductor the same size as in B.1 below.
8. Install new service grounds and grounding systems for new service as per PSEG and NEC requirements.

B. Feeder/Branch Circuits:

1. All circuits shall have a separate green grounding conductor in conduit sized in accordance with NFPA 70. Minimum size of conductor shall be No. 12 AWG.
2. Flexible conduit will not be approved as achieving continuity of ground. All flexible conduit to have a jumper wire sized to ampacity of branch breaker and to be connected to conduit system on both ends; this applies to fixtures, motors, controls, etc.

C. Transformers: Transformers shall be grounded and grounding conductors and conduits sized in accordance with NFPA 70.

**3.02 - TEST**

A. Test ground on main service. Ground system resistance shall be no greater than 10 ohms using test equipment similar to a "Biddle" test. Test data to be submitted to the Engineer for approval and such approved test data to become a part of the Record Documents.

**END OF SECTION**

**PART 1 - GENERAL****1.01 - SECTION INCLUDES**

- A. System of supporting devices and hangers for support or bracing for conduit, electrical equipment, fixtures, panel boards, outlet boxes, junction boxes and cabinets.
- B. All exposed hardware, hangers, supports, rods, frames, angles, channels, brackets, and any other system, regardless of application, location, or purpose shall be stainless steel.
- C. Mounting of electrical devices to handrailing shall not be permitted. All local disconnect switches, pull boxes, transmitters, panels, and junction boxes shall be frame mounted.
- D. Hardware used to anchor supports to concrete or masonry shall be stainless steel.
- E. Conduit sleeves set in concrete shall be carbon steel with bitumastic coating, inside and outside.
- F. Minimum size of threaded rod shall be  $\frac{1}{4}$ -inch diameter. All threaded rod shall be type 316 stainless steel.
- G. Definitions:
  - 1. Exterior locations shall be locations defined as exposed to outside conditions, located outdoors, located within process tanks, channels, wells, pits and the like.
  - 2. Interior locations shall be areas located within buildings, lean-to structures or the like.
  - 3. Exposed locations are locations that are not concealed within walls and slabs.
- H. Under this Section, the Contractor shall provide all labor, equipment and material necessary to furnish, and install supporting devices complete, in place, as shown on the Contract Drawings, specified herein and approved by the Engineer.
- I. In general, the supporting devices included under this Section shall include, but not be limited to the following:
  - 1. Channels, fittings, and brackets
  - 2. Conduit supports
  - 3. Concrete inserts
  - 4. Beam clamps and hanger rod or threaded rod supports

**1.02 - REFERENCES**

- A. ANSI/NFPA 70 - National Electric Code.
- B. Furnish products listed and classified by Underwriters Laboratories, Inc.

**1.03 - SUBMITTALS**

- A. Submit product catalog cuts in accordance with the requirements contained in Section 013300 – Submittals.

**PART 2 – PRODUCTS****2.01 - GENERAL**

- A. The following sections describe typical supporting devices such as channels, fittings, and brackets. Not all possible components are listed. Furnish and install all required items based on the specification of products listed below.

**2.02 - CHANNELS, FITTINGS AND BRACKETS**

- A. Channels shall be type 316 stainless steel. Channels shall have a minimum thickness of 12 gauge. The cross sectional width dimension shall be 1-1/2" minimum. The depth shall be as required to satisfy load requirements.
- B. Attachment holes, when required, shall be factory punched on hole centers approximately equal to the cross sectional width and shall be 9/16" in diameter.
- C. Fittings and brackets shall have 9/16" diameter holes on centers identical to the channel or as required to align with the channel holes. Fittings and brackets shall have the same width as the channel and shall be 1/4" thick minimum. All fittings and brackets shall be type 316 stainless steel. Fittings and brackets shall mate properly with the channel.

**2.03 - CONDUIT SUPPORTS**

- A. All conduit supports shall securely attach the conduit to the structure or to the channel as required.

**2.04 - CONCRETE INSERTS**

- A. Concrete inserts shall be continuous slot or spot type, as required. Concrete inserts shall be 12 gauge steel.

B. Concrete insert finish shall have an electro-plated zinc finish in accordance with ASTM B633.

## **2.05 - BEAM CLAMPS AND HANGER ROD SUPPORTS**

A. Beam clamps, threaded rod, and hanger rod supports shall be type 316 stainless steel regardless of location.

## **2.06 - HARDWARE AND THREADED COMPONENTS**

A. Hardware and threaded components shall include all miscellaneous items to complete the assembly of the support system. This includes nuts, bolts, springs, washers, etc.

B. All hardware, regardless of the location, shall be type 316 stainless steel.

## **2.07 - MANUFACTURERS**

A. The equipment described in the proceeding paragraphs is to form a complete support system associated with a single manufacturer, as different manufacturers have slight variations in dimensions, parts, etc. It is the intention of these specifications that all required parts be furnished and installed for a complete support system.

B. Manufacturers for the supporting devices shall be as follows: ALSTRUT, B-LINE, or KINDORF.

## **PART 3 - EXECUTION**

### **3.01 - INSTALLATION**

A. General:

1. Furnish and install all required supporting devices required to properly mount and secure all electrical equipment furnished under this Contract.
2. All supporting devices shall be installed level, parallel and perpendicular to building walls and floors, such that the support system is installed in a neat and professional manner.
3. Actual designs of the support system shall be the responsibility of the Contractor. Submit support design details to the Engineer for approval before proceeding with fabrication if requested by the Engineer.
4. Wherever equipment to be supported exceeds 50 pounds in weight, a Professional Engineer registered in the State of New York shall prepare a design for the proposed support system for Engineer's receipt.

5. In all instances, furnish and install the proper sized rods, channels, fittings, brackets, etc. necessary to adequately support the equipment. Minimum support equipment sizes shall be as specified in PART 2 - PRODUCTS of this Specification Section.

6. All holes in hung ceilings for support rods and other equipment shall be made adjacent to bars where possible, to facilitate removal of ceiling panels.

B. Channels, Fittings and Brackets Support System:

1. Furnish and install channels, fittings, brackets and related hardware for mounting, supporting and installing all electrical equipment furnished under this Contract.

2. The support system shall be rigidly bolted together and braced to make a substantial supporting framework.

3. All frameworks that support operator devices, such as control stations, shall be fabricated such that the top of the equipment to be mounted is four (4) feet above finished floor.

4. Final mounting heights shall be as approved by the Engineer.

C. Conduit Supports: All exposed conduits shall be supported with a conduit support system consisting of channels, nuts, bolts and screws, threaded rod, conduit straps and anchors, as required. Each conduit shall be properly supported every six (6) feet, maximum.

D. Concrete and Masonry Inserts:

1. Furnish and install all anchor bolts, masonry inserts and similar devices, as required, for proper installation of support equipment furnished under this Contract.

2. Install leveling channels in concrete housekeeping pads.

E. Beam Clamps and Hanger Rod Support:

1. All equipment fastenings to steel columns, beams and trusses shall be by beam clamps.

2. In lieu of beam clamps, equipment may be welded to steel structures, subject to Engineer approval.

3. No holes shall be drilled in any steel columns, beams, and trusses.

4. Hanger rod supports shall be installed such that threaded rod is parallel and perpendicular to building walls and floors.

**END OF SECTION**

**PART 1 - GENERAL****1.01 - SECTION INCLUDES**

- A. Conduit.
- B. In general, the conduit system included under this Section shall include, but not be limited to the following:
  - 1. Rigid hot dipped galvanized steel (RGS) conduits
  - 2. PVC coated rigid hot dipped galvanized steel conduits
- C. Flexible Liquid Tight Metal Conduit
  - 1. Connecting motors and other equipment subject to vibration, maximum length - 2 feet.
  - 2. Passing through building expansion joints.
- D. Conduit fittings: Conduits to be mechanically and electrically continuous from one electrical device to another.
- E. In general, the boxes included under this Section shall include, but not be limited to the following:
  - 1. Outlet, switch, and device boxes
  - 2. Junction boxes (with and without terminals)
  - 3. Pull boxes
  - 4. Refer to the Schedule at the end of this Section for locations of box classes
  - 5. Wall Penetration seal between wetwell and drywell

**1.02 - REFERENCES**

- A. ANSI C80.1 - Rigid Steel Conduit, Zinc Coated.
- B. ANSI/NFPA 70 - National Electric Code.
- C. NECA Standard of Installation.
- D. ANSI/NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit and Cable Assemblies.

- E. NEMA RN 1 – Polyvinyl Chloride (PVC) Externally Coated Galvanized Rigid Steel Conduit and Intermediate Metal Conduit.
- F. ANSI/NEMA OS1 - Sheet-Steel Outlet Boxes, Device Boxes, Covers and Box Supports
- G. NEMA 250 - Enclosures for Electrical Equipment (1000 volts maximum)

#### **1.03 - SUBMITTALS**

- A. Submit product data under provisions of Section 013300.
- B. Manufacturers specifications and other data required demonstrating compliance with the specific requirements.
- C. Materials list showing all items to be furnished and installed under this Section.
- D. Complete shop drawings of all work of this Section showing dimensions and locations of all items including supporting structures and clearance requirements.

#### **1.04 - REGULATORY REQUIREMENTS**

- A. Furnish products listed and classified by Underwriters Laboratories, Inc.
- B. Conform to requirements of ANSI/NFPA 70.

#### **1.05 - DELIVERY, STORAGE AND HANDLING**

- A. Deliver and store all products in accordance with the manufacturers recommendation, as approved by the Engineer, with all labels and seals intact and legible.
- B. Provide off-site storage and protection when site does not permit on-site storage or protection.
- C. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- D. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.
- E. In case of damage to a product during transportation, handling or storage, immediately make all repairs and replacements necessary to the approval of the Engineer and at no additional cost to the Owner.
- F. Protect conduit from corrosion and entrance of debris by storing above grade. Provide

appropriate covering.

G. Each length of conduit shall be shipped with one coupling on one end, a threaded protector at the other end.

## 1.06 - PROJECT CONDITIONS

- A. Verify all conduit routings by field measurements.
- B. Verify routing and termination locations of conduit prior to rough-in.
- C. Conduit routing is shown on Drawings in approximate locations unless dimensioned. Route as required to complete wiring system. Provide all required sweeps, boxes, and fittings.

## PART 2 - PRODUCTS

### 2.01 - RIGID GALVANIZED CONDUIT

- A. Rigid conduit shall be hot dipped, galvanized, or electro-galvanized steel by Wheatland, Triangle, Republic or approved equal.
- B. Associated couplings, connectors and fittings shall be as manufactured by THOMAS & BETTS CORP., O.Z. GEDNEY CO., EFCOR or approved equal. Catalog numbers used below are those of THOMAS & BETTS CORP. based on 3/4-inch size and are considered standards by which equivalents are to be judged.
- C. ERICKSON couplings, Series 676 or approved equal, shall be used where neither length of conduit can be rotated.
- D. Conduit connectors shall be threaded type. Set screw and compression type connections ARE NOT acceptable.
- E. Sealing fitting locknuts shall be Series 142SL.
- F. Steel or malleable iron insulated bullet hub, Series 370-379, complete with sealing "O" ring. DO NOT use "die cast" material.
- G. Combination coupling shall be Series 531 for connecting rigid galvanized conduit to electrical metallic tubing.
- H. Provide explosion proof fittings and equipment for Class 1 Division 1 locations.

**2.02 – PVC COATED STEEL CONDUIT**

- A. Plastic coated steel conduits and fittings shall consist of rigid galvanized steel conduit as described above except covered with bonded 40 mil nominal thickness PVC jacket in accordance with NEMA Standard RN-1 and a 2 mil urethane interior coating. Conduit shall be Robroy Industries "Plasti-Bond", Occidental Coating Company "OCAL-BLUE", or Perma-Cote Industries "Supreme".
- B. The conduit shall be coated on the interior and exterior.

**2.03 – HAZARDOUS LOCATION FITTINGS CLASS I, DIV. I**

- A. Conduit Unions: Class 1, Div. 1 Types UNF and UNY as manufactured by O-Z/Gedney or approved equal.
- B. Sealing Fittings: Class 1, Div. 1 types EYA and EYAM as manufactured by O-Z or approved equal.
- C. Sealing Hub: Class 1, Div. 1 type EYHSG with Sealing Gasket and Locknut as manufactured by O-Z/Gedney or approved equal.
- D. Explosion proof sealing compound systems for fittings and hubs shall consist of a fiber material (to form a dam for the sealing material) and the sealing compound itself. Both the fiber and sealing compound shall be rated for use in the classified area and shall be compatible with the fitting or hub being sealed.
  - 1. Manufacturers and their particular products shall be as follows:
    - a. Appleton Electric Co., "Kwiko Sealing Cement & Fiber Filler"
    - b. Crouse-Hinds, "Chico A Sealing Compound & Chico X Fiber"
    - c. O-Z/Gedney, "Type EYC and Type EYF"
- E. Conduit Fittings:
  - 1. Conduit fittings shall be furnished and installed as required and shall include unions, threaded hubs, nipples, enlargers, reducers, couplings, locknuts, bushings, etc. All fittings shall be steel with zinc electroplate finish or malleable iron with zinc electroplate finish. All fittings shall have insulated throats (where applicable).
  - 2. Conduit fittings shall be manufactured by the following: Appleton Electric Company, Crouse-Hinds, O-Z/Gedney

F. Expansion couplings for use in conduit runs shall be the expansion/deflection type. Expansion couplings shall have iron or bronze ends, neoprene sleeves, stainless steel bands and tinned flexible copper braid bonding jumper. Couplings shall be watertight, corrosion resistant and concrete tight.

1. Manufacturers and their particular products shall be as follows: Appleton Electric Company; "Type DF", Crouse-Hinds; "Type XD", O-Z/Gedney; "Type DX".
2. For explosive areas, expansion unions shall be utilized. Expansion unions shall be steel with zinc electroplate finish and have copper or bronze grounding spring or jumper.
  - a. Manufacturers and their particular products shall be as follows:
    - 1) Appleton Electric Company; "Type UN"
    - 2) Crouse-Hinds; "Type UN"
    - 3) O-Z/Gedney; "Type UN"

G. Grounding Bushings: Grounding bushings shall be insulated, shall be constructed of malleable iron or steel with zinc plated finish, and shall have a tin plated copper saddle. Insulating material shall have a 150E rating. Grounding bushing shall be O-Z/Gedney, "Type BLG", or approved equal.

H. Liquid-tight Fittings: Liquid-tight fittings shall be furnished and installed wherever liquid-tight conduit is used. Liquid-tight fittings shall be constructed of steel or malleable iron. Fittings shall be zinc coated. Fittings shall be liquid, rain and oil tight. Sealing rings shall be neoprene. All throats shall be insulated. Liquid-tight fittings shall be Appleton Electric Company, "Type ST"; O-Z/Gedney "Type 4Q", or approved equal.

I. Explosion-Proof Fittings: Explosion-proof fittings shall be constructed as described above except fittings shall be listed for use in classified areas.

1. Manufacturers and their particular products shall be as follows:
  - a. Appleton Electric Co., "Types BR, EC, EL, ES, EX, EY, and PLG"
  - b. Crouse-Hinds, "Types EC, EL, ES, EY, PLG and RE"
  - c. O-Z/Gedney, "Types EC, EL, EY, PLG, RB and RE"
  - d. The above products are meant as a guide and products from the above

manufacturers not specifically mentioned do not exclude their use, if they comply with these specifications.

J. PVC Coated Fittings: PVC coated fittings shall be as described in the paragraphs above except the fittings shall be PVC coated.

K. Conductive Compound: Conductive compound shall be a grease metallic type and shall be Thomas & Betts, "KOPR-SHIELD", or equal.

L. Conduit Bodies:

1. Conduit bodies shall be cast type with threaded hubs and shall be made of copper-free aluminum or malleable iron. Copper-free aluminum bodies shall have an aluminum enamel finish. Malleable iron bodies shall have a zinc electroplate and aluminum enamel finish. Finishes shall be applied after all machining has been completed.

2. Conduit body covers shall be of the same material and finish as the conduit body. All screws shall be stainless steel. All covers shall come with rubber or neoprene gaskets.

3. Manufacturers and their particular products shall be as follows:

a. Appleton Electric Company; "Form 35 and Form 85"

b. Crouse-Hinds; "Mark 9"

c. O-Z/Gedney; "Malleable iron/copper-free aluminum conduit bodies"

M. Mogul Conduit Bodies:

1. All conduit bodies 2" and larger and where physically necessary, shall be of the "mogul" type. Mogul type conduit bodies shall conform to the specifications above as to materials, finish, covers, etc.

2. Manufacturers and their particular products shall be as follows:

a. Appleton Electric Company; "Mogul Unilets"

b. Crouse-Hinds; "Mogul Conduit Outlet Bodies"

N. Explosion-Proof Conduit Bodies:

1. Explosion-proof conduit bodies shall be constructed as indicated, except the conduit bodies shall be listed for use in the particular classified area.

2. Manufacturers and their particular products shall be as follows:
  - a. Appleton Electric Company; "CPU, ELB, ER, GU and GR Series"
  - b. Crouse-Hinds; "CPS, EAB, GU and OE Series"
  - c. O-Z/Gedney; "GU and LBH Series"
  - d. The above products are meant as a guide and products from the above manufacturers not specifically mentioned do not exclude their use, if they comply with these specifications.

#### **2.04 - FLEXIBLE LIQUID-TIGHT METAL CONDUITS AND FITTINGS**

- A. Liquid-tight flexible metal conduit shall be ANACONDA or approved equal.
- B. Description: Interlocked steel construction with PVC jacket.
- C. Provide flexible liquid-tight conduits and fittings as manufactured by THOMAS & BETTS CORP., O.Z. GEDNEY CO. or approved equal. Catalog numbers used below are those of the THOMAS & BETTS CORP., based on 3/4" size and are to be considered as standards by which equivalents are to be judged. All conduit shall be liquid-tight flexible type, UL type UA, or suitable for exposure to continuous or intermittent moisture.
- D. Flexible liquid-tight connectors shall be Series 5333 or equal.

#### **2.05 - BOXES**

- A. General Purpose:
  1. General purpose outlet, switch and device boxes shall be constructed of stamped sheet steel. Minimum box size shall be 4" x 4" x 2-1/8".
  2. Box sizes shall have standard industry and manufacturer dimensions. Gangable boxes are not allowed. Conduit knockouts are allowed on these boxes.
  3. Box covers, partitions, screws, etc. shall be of the same material as the box, and shall be furnished and installed as required for a complete installation.
  4. General purpose outlet, switch and device boxes shall be as manufactured by: Appleton Electric Company, Raco, Steel City, or approved equal
  5. Masonry boxes shall be as in paragraph 2.01 (A) (1) but shall be constructed specifically

for installation in masonry block or tile walls.

B. Cast Boxes (Non-Explosion Proof):

1. Cast outlet, switch and device boxes shall be constructed of copper-free aluminum or malleable iron, shall have an epoxy powder or zinc electroplate with aluminum enamel coat finish, threaded hubs and integral mounting lugs.
  - a. Covers shall be malleable iron or aluminum. Screws shall be stainless steel. Neoprene or rubber gaskets shall be provided for all boxes.
2. PVC coated cast outlet, switch and device boxes shall be constructed as in 1. above except boxes and covers shall be PVC coated.
  - a. Cast box manufacturers and their particular products shall be as follows:
    - 1) Appleton Electric Company, "Type FS & FD"
    - 2) Crouse-Hinds, "Type FS & FD"
    - 3) O-Z/Gedney, "Type FS & FD"
    - 4) Or approved equal
3. Covers for cast boxes shall mate with the device installed as required and shall match the environment, that is, PVC coated, non-corrosive, weatherproof, etc.
  - a. Cover manufacturers and their particular products shall be as follows:
    - 1) Appleton Electric Company, "Type FSK"
    - 2) Crouse-Hinds, "Type DS, S and WLR"
    - 3) O-Z/Gedney, "Type FS-1 and FS-2"
    - 4) Or approved equal
4. Above model types do not exclude cover types not shown, but in general will be the types used in the majority of applications. Special applications may require covers not shown above.

C. Explosion Proof Boxes:

1. Explosion proof outlet, switch, and device boxes shall be cast type with threaded hubs. Bodies and covers shall be iron with zinc electroplate finish or copper-free aluminum with epoxy powder coat finish. Screws shall be stainless steel. Boxes shall be PVC coated where required.
2. Boxes, covers and devices in explosion proof areas are many times provided by manufacturers as a complete unit in either factory sealed or non-sealed models. The quantity and type required shall be as shown on the Contract Drawings and as needed for a complete installation.
3. The switches, receptacles and devices mounted within these boxes shall be as specified in other sections of this Specification.
4. The box/cover/device manufacturers shall be as follows:
  - a. Appleton Electric Co.; "EDS, EFS, EPS and GUSC Series"
  - b. Crouse-Hinds; "EDS, EFD, EFS, FSPC and GUSC Series"
  - c. O-Z/Gedney; "EFS and EFD Series"

## 2.06 - JUNCTION AND PULL BOXES

### A. General Purpose:

1. General-purpose junction and pull boxes shall be constructed of stamped sheet steel. Minimum box size shall be 4" x 4" x 2-1/8". Box sizes shall have standard industry and manufacturer dimensions. Gangable boxes are not allowed. Conduit knockouts are allowed on these boxes.
  - a. Box covers, partitions, screws, etc. shall be of the same material as the box and shall be furnished and installed as required for a complete installation.
  - b. General purpose junction, pull and terminal boxes shall be as manufactured by: Appleton Electric Company, Raco, Steel City, or equal.
2. Masonry boxes shall be as specified above, but shall be constructed specifically for installation in masonry block walls.

### B. NEMA 1 Boxes:

1. NEMA 1 boxes shall be used when stamped steel boxes are not available in the sizes

required. NEMA 1 boxes shall be sized as shown on the Contract Drawings or, if not specifically dimensioned, as required per NEC requirements.

2. Boxes shall be constructed of steel without conduit knockouts. Boxes shall be constructed as follows:

Maximum Dimension	USS Gauge
Up to 24 inches	No. 16
Greater than 24 up to 36 inches	No. 14
Greater than 36 inches	No. 12

3. Box covers with weights of 10 pounds or greater shall have two (2) handles welded to the cover. Boxes may also be furnished with a door instead of a cover. If provided with a door, box door shall open 180° and shall have quarter turn or flush handle latches.
4. Box covers, doors, screws, partitions, etc., shall be of the same material as the box and shall be furnished and installed as required for a complete installation.
5. Boxes shall have ANSI 61 gray polyester powder finish inside and out.

C. NEMA 12 Boxes:

1. NEMA 12 boxes shall be sized as shown on the Contract Drawings or, if not specifically dimensioned, as required per NEC requirements.
2. Boxes shall be constructed of steel without conduit knockouts and shall be gasketed.
3. Boxes shall be constructed as follows:

Maximum Dimension	USS Gauge
Up to 24 inches	No. 16
Greater than 24 up to 36 inches	No. 14
Greater than 36 inches	No. 12

4. Box covers with weights of 10 pounds or greater shall have two (2) handles welded to the cover. Boxes may also be furnished with a door instead of a cover. If provided with a door, box door shall open 180° and shall have door clamps. Door shall be continuously hinged.
5. Boxes shall have ANSI 61 gray polyester powder finish inside and out.

D. NEMA 4 Boxes:

1. Cast junction and pull boxes shall be malleable iron or copper free aluminum with threaded hubs and integral mounting lugs. Copper-free aluminum boxes shall have an aluminum enamel finish. Malleable iron boxes shall have a zinc electroplate and aluminum enamel finish or epoxy powder coat. Finishes shall be applied after all machining.
  - a. Covers shall be of the same material and finish as the box. All screws shall be stainless steel. All covers shall come with rubber or neoprene gasket. PVC coated boxes and covers shall be provided where required.
  - b. Manufacturers and their particular products shall be as follows:
    - 1) Appleton Electric Co.; "GS, JB and SEH Series"
    - 2) Crouse-Hinds; "ARB, GRF, GS, VGR and VXF Series"
  - c. It is the intention of these specifications to limit the use of cast junction and pull boxes to the types listed above. These types of boxes are generally used for lighting, receptacle, fire alarms, etc. type of circuits which usually have a conduit size of 1" or smaller. Where larger size pull or junction boxes are required in NEMA 4 areas, boxes as described below shall be used.
2. Non-Cast type NEMA 4 junction and pull boxes shall be sized as shown on the Contract Drawings or, if not specifically dimensioned, as required for NEC requirements.
  - a. Boxes shall be constructed of steel without conduit knockouts and shall be gasketed. Boxes shall be continuously welded.
  - b. Boxes shall have doors which open 180E, have stainless steel clamps and stainless steel continuous hinge.

E. NEMA 4X Boxes:

1. 304 Stainless Steel-
  - a. NEMA 4X junction and pull boxes shall be constructed of 304 stainless steel.
  - b. Boxes shall be continuously welded with no holes or knockouts. Boxes shall have seamless foam-in-place gasket, body stiffeners where required, stainless steel door clamps and continuous hinge.
  - c. Box doors and all exterior hardware shall be 304 stainless steel.

- d. Boxes shall be unpainted. Boxes shall have smooth brushed finish.
- 2. Fiberglass-
  - a. Junction and pull boxes shall be fiberglass reinforced with sealed seams and no knockouts. Boxes shall have seamless foam-in-place gasket.
  - b. Box doors shall be fiberglass-reinforced with fiberglass-reinforced polyester hinges and quick-release latches.
  - c. Fiberglass boxes shall have gray exteriors and gray or white interiors.
  - d. Fiberglass junction and pull boxes shall be Hoffman, Type GQRLP or approved equal.

F. Explosion Proof Boxes:

- 1. Explosion proof junction and pull boxes shall be constructed of cast iron or cast aluminum with covers or doors of same material. Screws and bolts shall be stainless steel. Boxes shall be PVC coated where required.
  - a. Boxes shall be rated for use in the hazardous area it is to be installed in
  - b. Boxes shall be sized as shown on the Contract Drawings or, if not specifically dimensioned, as required per NEC requirements.
  - c. Boxes, covers and doors shall have a polymer enamel finish.
- 2. PVC coated cast explosion proof boxes shall be as specified above except boxes, covers and doors shall be PVC coated. All boxes shall contain a neoprene gasket.
  - a. Cast explosion proof box manufacturers shall be as follows:
    - 1) Appleton Electric Co.; "DER, EJB, EXB, GUB and JBE Series"
    - 2) Crouse-Hinds; "DHE, EJB, EJH, and GU Series"
    - 3) O-Z Gedney; "IG, OFB and YG Series"

G. Terminal Boxes:

- 1. Terminal boxes shall be identical to junction and pull boxes specified above for the following: NEMA 1 Boxes, NEMA 12 Boxes, NEMA 4 Boxes, NEMA 4X Boxes, Explosion

Proof Boxes, or approved equal

2. In addition to the above description, each terminal box shall have a steel panel with terminal blocks installed on mounting studs within the box.
3. The steel panel shall be painted with white enamel and shall be at least one USS gauge size thicker than the box thickness.
4. The terminal blocks shall be screw type, rated 600V, 20A minimum. Terminal blocks shall be phenolic, accept up to a #10 AWG wire and have a marking strip.

H. Pull/Splice Box: Outdoor Above Ground

1. Outdoor pull/splice boxes shall be NEMA 4X stainless steel as manufactured by Hoffman or approved equal.
2. Free-standing site pull/splice boxes above ground shall be mounted on a concrete pad.
3. Pull/Splice boxes shall have stainless steel support and accessories.
4. Where splice box size is not indicated, size to permit pulling, racking, and splicing of cables as per NEC.

I. Pull/Splice Box: Outdoor, underground.

1. All pull boxes used for this project shall be minimum PSEG-LI B-3-6 or specifically approved equal for all customer installed power and control circuits.
2. Provide H-20 Cast-Iron Traffic Load Cover. Cover shall have 3" high logo "Electric".

**2.07 - WIRE TROUGH**

- A. Wire trough shall be manufactured by SQUARE D or equal.
- B. Wire trough shall be completely enclosed with removable sealed front cover.
- C. Construction: Less than 8-inch square shall not be used. All wire troughs shall be 14-gauge.
- D. Finish: ANSI-49 epoxy paint applied by cathodic electro-deposition paint process over a corrosion resistant phosphate preparation or stainless steel, as indicated in the schedule shown in paragraph 3.01 herein.
- E. UL listed.

**2.08 – ELECTRICALLY CONDUCTIVE CORROSION-RESISTANT THREAD COMPOUND**

- A. KOPR-SHIELD or approved equal.

**2.09 – WALL PENETRATION SEAL**

- A. Roxtec GKO frames suitable for number of cables plus room for 100% expansion
- B. Roxtex EX/ATEX cable entry modules, suitable for new cable diameters.
- C. Approved Equal

**PART 3 - EXECUTION****3.01 – INSTALLATION OF CONDUITS**

- A. Except as shown on the Contract Drawings, the minimum size conduit permitted is 3/4 inch.
  - 1. Each length of conduit installed shall be free from blisters and other defects. Each piece installed shall be cut square, taper reamed, and a coat of sealing compound applied to threads. Threads on conduits shall be painted with a conducting compound prior to assembly. Conduit connections shall be screwed tight with only incomplete threads exposed. All conduit joints shall be made with standard couplings and the ends of the conduit shall butt tightly into the couplings. In exposed work only, where standard couplings cannot be used, only Erickson couplings are permitted, or as otherwise acceptable to the Engineer.
  - 2. Conduit threaded in the field shall have standard sizes and lengths. Conduit joints shall be cut square, threaded, reamed smooth, and drawn up tight so conduit ends will butt in couplings, connectors, and fittings.
  - 3. Secure conduits to all boxes and cabinets with double locknuts and bushings so system will be electrically continuous from service to all outlets.
  - 4. Install conduit in accordance with NECA Standard of Installation.
  - 5. Cap ends of conduits to prevent entrance of water and other foreign material during construction.
  - 6. Complete all conduit systems before pulling conductors.
  - 7. Minimum conduit depth shall be 18" below grade, measured to the top of the conduit on exterior underground installations.

- B. Support conduits under provisions of Section 260529, unless specifically described herein.
  - 1. Provide cable supports in conduits rising vertically in accordance with the National Electric Code.
  - 2. Provide No. 12 AWG copper pull wires or 250-lb tested polyethylene line in all empty conduits. Steel wire not acceptable as pull wire. Provide two foot slack at each end.
  - 3. Install conduit to preserve fire resistance rating of partitions and other elements.
- C. Ground and bond conduit under provisions of Section 260526.
- D. Where neither length of conduit can be rotated, ERICKSON couplings Series 676 shall be used.
- E. Provide steel, or malleable iron nylon insulated bullet hub, Series 370-379, complete with recessed sealing "O" ring, in areas:
  - 1. Where enclosed and gasketed fixtures and weatherproof devices are specified;
  - 2. Where rigid conduit enters a sheet metal enclosure, junction box and outlet box, and not terminated in a threaded hub.
  - 3. Do not use die cast material.
- F. Where exposed conduits running overhead pass through building expansion joints, install flexible liquid tight conduit of same size with sufficient slack to allow conduits on either side of expansion joint to move a minimum of 3-inches in any direction. Provide supports as required on each side of expansion joint, all in accordance with seismic requirements of specific area.
  - 1. Failure to route conduit through building without interfering with other equipment and construction shall not constitute a reason for an extra charge. Equipment, conduit and fixtures shall fit into available spaces in building and shall not be introduced into building at such times and manner as to cause damage to structure. Equipment requiring servicing shall be readily accessible.
  - 2. Factory bent elbows or field bent elbows with approved tools may be used. Heating of conduit to facilitate bending is prohibited.
  - 3. Install exposed conduit either parallel or perpendicular to structural members, unless impractical. Group conduit wherever possible. Conduit shall be attached to structural components with approved supports spaced a maximum of six (6) feet apart and shall form a neat rigid installation. Conduit supported from building walls shall be installed with

at least 1/4-inch clearance from the walls to prevent the accumulation of dirt and moisture behind the conduit.

- G. Conduit and/or conduit fittings shall not be welded together or to any steel structure; however, conduit supports may be welded to flanges of steel beams and columns in accordance with approved welding techniques and engineering practice in locations acceptable to the Owner.
- H. All conduits extending through the floor behind panels or into control centers or similar equipment shall extend a minimum of 6 inches above the floor elevations, with no couplings at floor elevation.
- I. All exposed conduits rising above finished floor elevation, excluding those encompassed by an equipment pad, shall be provided with a 4-inch high curb. Three (3) inches of cover shall be provided horizontally around the conduit.
  - 1. Conduit installed in concrete or masonry walls shall be so arranged that a minimum of 3-inches of covering be obtained. Spacings between conduits shall be sufficient to permit a complete filling with concrete or mortar without voids.
  - 2. Install conduit runs in such location as to avoid steam or hot water pipes. Provide a minimum separation of 12 inches where conduit crosses or parallels hot water or steam pipes.
- J. Install conduits containing instrumentation cable to provide the following clearances: Conduits installed parallel to conductors energized at 480 volts shall have a clearance of 18 inches and 208/120 volts shall have a clearance of 12 inches.
- K. Conduits installed at right angles to conductors energized at 480 Volts or 120/208 Volts shall have a clearance of six (6) inches.
- L. Where practicable, conduits containing instrumentation cable shall cross raceway-containing conductors of other systems at right angles.
- M. The cutting of walls or floors for conduit shall be kept to a minimum. Where such cutting is necessary, care shall be taken so as not to weaken the walls or floor involved. Beams or other structural supports shall not be cut under any condition.
- N. Protect conduit immediately after installation by installing flat non-corrosive metallic discs and steel bushings, designed for this purpose, at each end. Discs shall not be removed until it is necessary to clean the conduit and pull wire and cable. Before wire or cable is pulled, insulated bushings shall be installed at each end of the conduit.

- O. Conduit installation shall be arranged to minimize cleaning. No horizontal runs of conduit will be permitted on brick or masonry walls.
- P. When installing PVC coated rigid galvanized steel conduit use only a vise approved for PVC coated conduit. The use of a chain vise will not be permitted. Where PVC coated rigid galvanized steel conduit and fittings are specified, PVC coating damaged during transportation, loading, installation, etc. or cut during threading shall be repaired with the same type of covering obtained from and in accordance with the manufacturers recommendations.
- Q. Connections from rigid conduit to motors, limit switches, solenoid valves, level controls, etc. and all devices subject to vibration shall be made with short lengths of flexible metal conduit. These lengths shall be provided with appropriate connectors with devices that will provide an excellent electrical connection between equipment and the rigid conduit for the flow of ground current.
- R. Conduit Bodies and Fittings:
  - 1. Install conduit bodies and fittings as necessary and where required, to complete the electrical conduit system. Conduit bodies and fittings shall also be installed wherever a pull point is necessary to keep the number of 90° bends in a conduit run to the maximum specified previously.
  - 2. Paint the threads of all conduit bodies and fittings with a conductive compound prior to assembly.
  - 3. Where all-thread nipples are used between fittings and electrical equipment, install nipples such that no threads are exposed.
  - 4. All conduit bodies and fittings shall be compatible in the environment installed.
  - 5. Seal fittings in explosion-proof areas where required in accordance with the NEC.
  - 6. The use of two (2) locknuts and a grounding bushing will be required at all conduit terminations where hub type fittings are not required.
  - 7. Provide weatherproof insulated throat Meyers hubs on all conduit entries to boxes and devices without integral hubs.
- S. Expansion Fittings: Install Expansion fittings in conduit runs wherever conduit crosses structural expansion joints, wherever conduits are attached between the two (2) separate structures, and wherever a conduit run is 100 feet or more in a single straight length.
- T. Grounding Bushings: Install grounding bushings wherever conduits enter equipment or

enclosures without integral hubs. All grounding bushings within an enclosure or piece of equipment shall be bonded together with a ground cable.

- U. Support conduit using lay-in adjustable hangers, clevis hangers, and split hangers.
  - 1. Group related conduits and support using conduit rack. Provide space on each rack for 25 percent additional conduits.
  - 2. Do not support conduit with wire or perforated pipe straps. Remove wire used for temporary supports.
  - 3. Do not attach conduit to ceiling support wires.
  - 4. Arrange conduit to maintain headroom and present neat appearance.
  - 5. Avoid moisture traps; provide junction box with drain fitting or breather at low points in conduit system.
- V. Conduits for submersible pump seal leak and motor overtemperature control wires shall be installed in separate conduits than the power conductors for the pump.
- W. Accurately record actual routing of all conduits.
- X. Do not use dissimilar strap or clamp support. Provide dielectric tape, fittings, straps, and bushings where dissimilar metals are used.
- Y. Where fittings for liquid-tight flexible conduit are brought into an enclosure with a knockout, a gasket assembly, consisting of one piece "O" ring, with a BUNA-R sealing material, Series 5200, shall be installed on outside of box. Fittings shall be made of either steel or malleable iron only, and shall have insulated throats or insulated bushings.
- Z. A copper ground wire sized in accordance with NEC shall be installed on the inside of the conduit as a jumper around flexible conduit to assure a continuity of ground.
- AA. Install a copper jumper across all flexible conduit including motors, fixtures, controls and other utilization equipment.
- BB. Install liquid-tight flexible conduit in such a manner as to prevent liquids from running on surface toward fittings.
- CC. Allow sufficient slack conduit to reduce the effect of vibration.

DD. Complete all conduit systems before pulling the conductors.

EE. Support in accordance with requirements of National Electric Code.

CONDUIT SCHEDULE (UNLESS SHOWN OTHERWISE)	
ENVIRONMENT/LOCATION	CONDUIT SYSTEM TYPE
Embedded in Concrete or Masonry	RGS
PSEG Secondary Service	RGS
Class I, Group D locations	PVC coated RGS
Exposed on Process Tankage	PVC coated RGS
All other exposed not Class I, Group D	RGS

FF. All threaded conduits and fittings shall have KOPR-SHIELD compound applied to all threads prior to assembly.

### 3.02 – INSTALLATION OF BOXES

A. General:

1. Mount all boxes rigidly and securely to the building structure or to supporting devices, which are rigidly and securely supported to the building structure. Boxes shall not be supported from suspended ceiling systems.
2. All boxes and supports, regardless of the location, shall be fastened with 304 stainless steel bolts and expansion shields on concrete or brick, with 304 stainless steel toggle bolts on hollow masonry units, and with stainless steel machine screws or welded studs on steelwork.
3. Mount boxes with sides parallel or perpendicular to walls or equipment, such that the box is installed in a neat and professional manner.
4. Install all boxes such that wiring within them is accessible.
5. Install blanking devices or threaded plugs in all unused holes.
6. Install all boxes concealed in finished walls when possible.
7. Set boxes so that front edges are flush with finished surfaces

B. Locations and Sizes:

1. Box locations shown on the Contract Drawings are approximate. Box sizes shall be as

dimensioned on the Contract Drawings, or, if not specifically dimensioned, as required by the NEC. Additional boxes required but not specifically shown shall be furnished and installed under this Contract.

2. The equivalent number of 90 degree bends in a single conduit run is limited to the following:
  - a. Runs in excess of 300 feet: 0
  - b. Runs of 300 feet to 201 feet : 1
  - c. Runs of 200 feet to 101 feet : 2
  - d. Runs of 100 feet and less: 3
3. Boxes shall be furnished and installed wherever necessary to satisfy the above criteria.
4. All box sizes and locations shall be confirmed by the Contractor with the Engineer prior to installation.

C. Grounding:

1. All boxes shall be grounded in accordance with NEC requirements.
2. The use of two (2) locknuts and a grounding bushing will be required at all conduit terminations where hub type fittings are not required. Conduit grounding bushings within boxes shall be bonded together with jumper cables where box size or number of conduits warrants their use per NEC requirements.

D. Terminal Boxes: In addition to all box requirements described above, terminal boxes shall have terminal blocks for boxes that contain control or signal wires which must be interconnected. Approximately 20 percent space terminals shall be provided (minimum of two [2]). Terminals shall be lettered or numbered to conform to the wiring diagrams.

### **3.03 – BOX & TROUGH SCHEDULE**

A. Box Classification:

1. General Purpose: Masonry walls.
2. Cast: Masonry walls.
3. NEMA 1: Not Used.

4. NEMA 12: Not used.
5. NEMA 4: Not used.
6. NEMA 4X Stainless Steel: Used in areas subject to weather, sunlight, humidity, moisture, or other areas defined by the Engineer. The following areas fall under this classification: All other interior and exterior locations, not specifically specified elsewhere in this paragraph.
7. NEMA 4X Fiberglass: Not Used.
8. PVC Coated Boxes: Not Used.
9. Explosion Proof: Where required by NEC and NFPA for hazardous Class 1 Division and Division 2 locations. Including but not limited to wet well and conduits entering control room and dry well from the wet well.

B. Identification: All pull boxes, junction boxes, and terminal boxes shall have a nameplate attached, which properly identifies the box. Nameplates shall be installed as specified in Section 260553 – Identification for Electrical Systems.

**END OF SECTION**

**PART 1 - GENERAL****1.01 - SECTION INCLUDES**

- A. Work of this Section includes the following:
  - 1. Nameplates and labels
  - 2. Wire and cable markers
  - 3. Conduit markers
  - 4. Underground warning tape
- B. The Prime Electrical Contractor shall install conduit markers immediately after conduit has been installed. Conduit markers shall be installed on all exposed and buried conduits. Conduits in duct banks or embedded in concrete shall not be marked.
- C. Wire and cable markers shall be installed immediately after the wire has been pulled through the conduit and before termination.
- D. The conduit and wire installation shall not be considered complete until the conduit and wire/cable has been properly identified. An amount equal to 50% of the scheduled value for the conduit and/or cable installation shall be withheld until the identification has been installed.
- E. Furnish and install nameplates for equipment furnished and installed as work of this Contract.

**1.02 - REFERENCES**

- A. ANSI/NFPA 70 - National Electrical Code
- B. Furnish products listed and classified by Underwriters Laboratories, Inc. as suitable for purpose specified and shown.

**1.03 - SUBMITTALS**

- A. Submit under provisions of Section 013300 - Submittals.
- B. Product Data: Provide catalog data for nameplates, labels, markers, and warning tape.
- C. Manufacturer's Instructions: Indicate application conditions and limitations of use stipulated by Underwriters Laboratories, Inc. Include instructions for storage, handling, protection, examination, preparation and installation of product.

**PART 2 - PRODUCTS****2.01 - HIGH VOLTAGE SIGNS**

- A. High voltage signs shall be 20 gauge steel with baked enamel finish. Finish shall be industry standard of red, white and black graphics. Signs shall be 10 inches by 14 inches with the following exceptions:
  - 1. Use 7-inch by 10-inch signs where this is the largest size that can be applied.
  - 2. Use 14-inch by 20-inch signs where needed for adequate vision.
- B. High voltage signs shall read; "DANGER - HIGH VOLTAGE".
- C. High voltage sign mounting screws shall be stainless steel.

**2.02 - EQUIPMENT NAMEPLATES**

- A. Electrical equipment nameplates shall be laminated plastic with black letters on a white background. Nameplates shall be 2-inches by 6-inches, unless a larger size is required to adequately display the required information. The Engineer shall approve all nameplates. Nameplates for electrical equipment such as MCC's, panelboards, switchgears, etc. shall have the following information:
  - 1. Equipment name and number
  - 2. Voltage
  - 3. Phases and number of wires
- B. Typical nameplate is as follows: "MCC No. 2A - 480Y/277V - 3 PH, 4W"
- C. All control pullboxes and junction boxes shall have a nameplate similar to the following: "SBR TANKS CONTROL CONDUITS PULL STATION"
- D. Nameplates for all electrical equipment shall have similar and additional information as required for proper identification.
- E. Nameplate mounting screws shall be stainless steel. Adhesives shall not be used.

**2.03 - WIRE MARKERS**

- A. Manufacturers:

1. 3M ELECTRICAL SPECIALTY DIV., Product Scotch Code.
2. THOMAS & BETTS CORP., Product E-Z Code.

B. Description: Epoxy film tape type wire markers.

C. Locations: Each conductor at panelboards, auxiliary gutters, pull boxes, outlet and junction boxes, circuit breakers and each load connection.

D. The Contractor shall tag all wires as follows:

1. Power and Lighting Circuits: Branch circuit or feeder number as indicated on the Contract Drawings.
2. Control Circuits: Control wire number as indicated on the interconnection point-to-point diagrams required to be furnished as work of Section 260000 –Electrical.

**2.04 - CONDUIT MARKERS**

A. Manufacturers: THOMAS & BETTS CORP or equal.

B. Description: Self-sticking vinyl; black letters on orange background.

C. Location: Furnish markers for each conduit longer than 6 feet (1.8 m).

D. Spacing: 20 feet (6 m) on center.

**PART 3 - EXECUTION****3.01 - PREPARATION**

A. Degrease and clean surfaces to receive nameplates and labels.

**3.02 - APPLICATION**

A. Install all nameplate and labels parallel to equipment lines. Center labels on door front.

B. Secure nameplates to all equipment using stainless steel screws.

C. Secure nameplate to inside surface of door on every panelboard that is recessed in finished locations.

D. Apply conduit markers at 20-foot (6 m) intervals.

- E. Install underground warning tape 6 inches below grade located above every underground conduit, ductbank, and direct burial line.
- F. Install high voltage sign at every device equal to or greater than 480 volts as directed by the Engineer.

**3.03 - ELECTRICAL EQUIPMENT IDENTIFICATION**

- A. Identify every existing circuit in all existing and new distribution panels, switchboards and disconnect switches.
- B. Label all circuits identifying the load served including all individual circuit breakers.
- C. Label all new and existing circuit breakers and switches used for new and existing feeder and branch circuits. Label all equipment as "spare" for removed electrical equipment.

**END OF SECTION**

**PART 1 - GENERAL****1.01 - SECTION INCLUDES**

- A. Provide all labor, equipment and material necessary to furnish, install and test wiring devices, complete, in place, as shown on the Contract Drawings, specified herein and approved by the Engineer.
- B. In general, the wiring devices included under this Section shall include, but not be limited to receptacles and lighting switches.

**1.02 - REFERENCES**

- A. ANSI/NFPA 70 - National Electric Code.
- B. NEMA WD1 - General Purpose Wiring Devices.

**1.03 - SUBMITTALS**

- A. Submit product data under provisions of Section 013300.
- B. Provide manufacturer's catalog information showing dimensions, colors and configuration.

**PART 2 - PRODUCTS****2.01 - SWITCHES**

- A. Due to the large number of possible combinations of devices available, only the most frequently used devices are detailed in the following sections. Where devices are required which are not specified here, the device shall be specified on the Contract Drawings.
- B. Devices shall be furnished with all necessary auxiliary items, as required, for a proper installation and operation. This shall include items such as screws, gaskets, protective boots, explosion proof seals, etc. These items shall be furnished and installed if specified or not.

**2.02 - RECEPTACLES – GENERAL PURPOSE**

- A. Receptacles shall be heavy duty, specification grade, duplex type, 125V, 20A, NEMA WD-1, 2 poles and 3 wires grounding type, unless shown otherwise on the Contract Drawings.
- B. Receptacles shall be back and side wired, have a green ground screw terminal, automatic ground clip, fully enclosed in composition case and nylon face. Receptacles shall also have a wrap around bridge with integral ground contacts and heat resistant base for dimensional stability.

- C. Receptacles shall be brown unless shown otherwise on the Contract Drawings. Where brown receptacles are not available for a particular type, the Contractor shall receive Engineer's approval for alternate color.
- D. All receptacles shall be corrosion resistant, have an isolated ground, and ground fault interrupter.
- E. The receptacles shall be equal to Hubbell, "5362 Series", or approved equal.
- F. Receptacles for winches shall be equal to Hubbell "9530 Series" 30A, 250V.
- G. Specialty receptacles that have either high amperage or voltage rating, or other configuration, shall be as identified on the Contract Drawings.

### **2.03 - SWITCHES**

- A. Switches shall be heavy duty, specification grade, toggle type, 120/277V, NEMA WD-1, 20A, single pole, unless shown otherwise on the Contract Drawings.
- B. Switches shall be back and side wired, fully enclosed in composition case and shall have rivetless spring contact arm to eliminate stress and weak points. Contacts shall be silver cadmium oxide to eliminate welding. Switches shall have a #8 brass, green ground screw and stainless steel automatic grounding clip.
- C. Switches shall be brown unless shown otherwise on the Contract Drawings. Where brown switches are not available for a particular type, Contractor shall receive Engineer approval for alternate color.
- D. Where indicated on the Contract Drawings, provide switches that are double pole, 3-way, 4-way, key operated, illuminated, etc.
- E. The switches shall be equal to Hubbell, "HBL 1220 Series".
- F. Where 15A and 30A switches are shown, they shall be equal to Hubbell, "HBL 1200 Series" and Hubbell, "HBL 3030 Series".
- G. Specialty switches with other configurations shall be as identified on the Contract Drawings.
- H. Switches - Explosion Proof:
  - 1. Switches shall be 125V, 20A, 120/277V, single pole unless shown otherwise on the Contract Drawings.

2. Switches shall be installed in an aluminum-sealing chamber (when factory sealed) and shall have a malleable iron cover with a front operated handle. The handle shall be lockable in either the "on" or "off" position. The cover shall be compatible with the back box finish, such as epoxy powder coated, as specified in Section 260533.
3. The switch housing shall mount onto an appropriate black box with four (4) stainless steel screws.
4. Where indicated on the Contract Drawings, provide switches that are 2-pole, 3-way or 4-way.
5. The switches shall be equal to Appleton Electric Co., "Types EDS and EFS".

**2.04 - DEVICE PLATES - FLUSH MOUNTED**

- A. Device plates for flush mounted devices shall be smooth metal, 302 stainless steel type. Edges shall be contoured with satin finish. Device plates shall be 0.040 inches thick. Screws shall be stainless steel.
- B. Device plate manufacturers and their particular products shall be as follows: General Electric, "93000 Series", Hubbell, "97000 Series".
- C. Device plates for surface mounted devices shall be sheet steel, aluminum, or malleable iron for non-corrosive/weatherproof devices, and shall be die cast aluminum or malleable iron, with gasketed covers for corrosive/weatherproof devices.
- D. All screws shall be stainless steel.
- E. Corrosive/weatherproof device plates shall match the finish of the device box, such as epoxy powder coated, etc., as specified in Section D-1.11, "Boxes".
- F. The device plates shall be as manufactured by the following: Appleton Electric Co., "Type FSK", Crouse-Hinds, "Types DS and WLR".
- G. Device plates for explosion proof devices are an integral part of the device. The device plate shall be as described in the explosion-proof receptacle and switch paragraphs above.

**PART 3 - EXECUTION****3.01 - INSTALLATION**

- A. All wiring device locations are approximate. The Contractor shall determine the proper location of

wiring devices based on field conditions and equipment requirements. The Contractor shall review wiring device locations with Engineer.

- B. General-purpose receptacles shall be mounted 1'-6" above finished floors (to centerline of receptacle) unless shown otherwise.
- C. Lighting switches shall be mounted 4'-6" above finished floor (to centerline of switch) unless shown otherwise.
- D. Receptacles and switches shall be mounted at different heights, where necessary, due to field conditions or where required by specific equipment (such as a kitchen stove, water cooler, etc.).
- E. Polarity: Properly wire all receptacles so that the hot wire, the neutral wire and the ground wire connect to the proper terminal on all receptacles.
- F. Grounding: Install all receptacles in boxes specified under Section 260533 and install a No. 12 green ground wire from device grounding terminal to the outlet box in accordance with the National Electric Code.

### **3.02 - BOXES**

- A. Boxes used for the wiring devices shall conform to the requirements of Section 260533.

### **3.03 - CIRCUITING**

- A. Wiring devices shall be circuited as shown on the Contract Drawings and shall comply with the requirements of the NEC.
- B. All receptacles shall be pigtailed to the supply circuit with #12 AWG wires. Pigtails shall be stranded copper. Pigtail wire colors shall match supply circuit colors. Connection to the supply circuit shall be with UL listed, properly sized wire nuts.

### **3.04 - DEVICE PLATES**

- A. Device plates shall be installed wherever a wiring device is installed. All device plates shall be set true and plumb and shall fit tightly against the finished wall surfaces and device boxes.
- B. Where multiple devices are mounted in a box, gang plates shall be used. Gang plates shall be one (1) piece. Assembled gang plates shall not be allowed.
- C. Where plugs are being furnished with receptacles, the Contractor shall connect the plugs to the flexible cords of equipment as directed by the Engineer. The Contractor shall furnish and install

all necessary devices for proper connection of plug to flexible cord.

### **3.05 - FIELD QUALITY CONTROL**

- A. Inspect each wiring device for defects. Operate each wall switch with circuit energized and verify proper operation. Verify that each receptacle device is energized. Test each receptacle device for proper polarity. Test each GFCI receptacle device for proper operation.

**END OF SECTION**

**PART 1 - GENERAL****1.01 - SECTION INCLUDES**

- A. Disconnect switches.
- B. Fuses.
- C. Enclosed Circuit Breakers.

**1.02 - REFERENCES**

- A. NEMA KS-1 - Enclosed Switches.
- B. ANSI/UL 198C - High Intensity Capacity Fuses, Current Limiting Types.
- C. ANSI/UL 198E - Class R Fuses.
- D. FS W-S 865 - Switch, Box (Enclosed), Surface Mounted.
- E. NEMA AB1 - Molded Case Circuit Breakers.

**1.03 - SUBMITTALS**

- A. Submit product data under provisions of Section 013300.
- B. Include outlet drawings with dimensions and equipment ratings for voltage, capacity, horsepower and short circuit current ratings.

**1.04 - RELATED SECTION**

- A. Section 260553 - Identification for Electrical Systems.

**1.05 - COORDINATION**

- A. Coordinate layout and installation of switches, circuit breakers, and components with equipment served and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels.

**PART 2 - PRODUCTS****2.01 - DISCONNECT SWITCHES**

- A. Disconnect switches shall be ABB/GENERAL ELECTRIC, heavy-duty Type TH or approved equal.
- B. 75°C conductor ratings.
- C. Ratings: 600VAC
- D. Quick-break, quick-make, load interrupter enclosed knife switch with externally operable handle interlocked to prevent opening front cover with switch in ON position. Handle lockable in OFF position.
- E. Suitable for use as service entrance equipment.
- F. UL listed for Class R 200,000 RMS amps, symmetrical IC.
- G. Class R fusing kit.
- H. Enclosures: Refer to drawings.

**2.02 - FUSES**

- A. Fuses shall be Littlefuse KLN Class RK1 or approved equal.
- B. Fuses shall be rated for 600 volts AC.
- C. Interrupting Rating: 200,000 RMS amps.

**2.03 - EXTRA MATERIALS**

- A. Furnish one complete set based on number of poles of spare fuses for each fused disconnect switch.

**PART 3 - EXECUTION****3.01 - INSTALLATION REQUIREMENTS**

- A. Install individual wall-mounted switches with tops at uniform height unless otherwise indicated.
- B. Temporary Lifting Provisions: Removed temporary lifting eyes, channels, and brackets and temporary blocking of moving parts from enclosures and components.

- C. Provide switches at locations as indicated on drawings.
- D. Refer to disconnect switch schedule on drawings for ampacity ratings, fuse sizes, number of poles and enclosure ratings.
- E. Install fuses in fusible devices.
- F. Install engraved nameplates on each switch and enclosed circuit breaker identifying the following:
  - 1. Switch designated.
  - 2. Load served.
  - 3. Power origination.
  - 4. Fuse size as indicated on drawings.

**3.02 - ADJUSTING**

- A. Adjust moving parts and operable components to function smoothly, and lubricate as recommended by manufacturer.

**END OF SECTION**

**PART 1 - GENERAL****1.01 - DESCRIPTION**

- A. Labor, materials, equipment, and services necessary to provide the following:
  - 1. One (1) level transducer
  - 2. Three (3) total floats for high and low level monitoring.
  - 3. One (1) managed SCADA communications system.
  - 4. Spare parts as specified herein.
- B. Design, fabrication, delivery, startup and supply of the following control panel:
  - 1. DEFRIEST PUMP STATION CONTROL PANEL
- C. Comply with the requirements contained in the following sections as it relates to work of this Section:
  - 1. Section 013100 – Project Management and Coordination
  - 2. Section 013300 – Submittals
  - 3. Section 016100 - Basic Product Requirements
  - 4. Section 016500 – Product Delivery, Storage and Handling
  - 5. Section 017500 – Starting and Adjusting
  - 6. Section 017823 – Operating and Maintenance Data
- D. Coordinate the design of the control panel(s) with the vendor-supplied equipment furnished under other Sections such that the system is fully integrated and completely automatic. Furnish the control panel manufacturer with copies of contract documents, shop drawings and equipment information necessary to design the control panels.

**1.02 - QUALITY ASSURANCE**

- A. The Control Systems Integrator shall review the equipment shop drawings provided by the Contractor before the control panel shop drawings are submitted to the Engineer for review. The review shall specifically address the coordination aspect of the project. The control panel shop

drawings shall be stamped as "EQUIPMENT CONTROLLED BY THIS CONTROL PANEL HAS BEEN REVIEWED FOR COORDINATION PURPOSES ONLY" by the Control Systems Integrator. The Engineer reserves the right to return shop drawings to the Contractor, not reviewed, if the manufacturer's stamp is not provided.

- B. Coordinate the submittal process with all system vendors, suppliers, and manufacturers. The Contractor is responsible for the procurement of all equipment and control panels specified so that the system installed is functional, complete, and operational.
- C. The instrumentation equipment specified herein shall be furnished by one single Control Systems Integrator. This requires the Control Systems Integrator to be responsible for the coordination, design, fabrication, assembly, delivery, testing and proper sustained automatic operation of the entire system, but does not require that all system equipment and accessories be the products of one single manufacturer.
- D. Consideration will only be given to Control Systems Integrators who can demonstrate that their system complies with these specifications having had successful and documented experience of the size, quality, performance and reliability to that specified, and who can successfully demonstrate this criteria to the Engineer.

### **1.03 - WARRANTY**

- A. Submit a Warranty Certificate typed on Control Systems Integrator (Control Panel Supplier) letterhead and signed by an authorized officer of the Control Systems Integrator. The certificate shall be witnessed by a notary public in the state in which the company headquarters is located.
- B. The Control Systems Integrator shall guarantee all control panels specified to be furnished by this Section to be free from defects in design, materials and workmanship for a period of two (2) years commencing on the date the system was placed in permanent and consistent operation.
- C. During the guarantee period, if any control panel part or component is defective or fails to perform when operating at design conditions and if the equipment has been installed and is being operated and maintained in accordance with the written instructions provided by the Supplier, the Supplier shall repair or exchange at the discretion of the Owner such defective part(s) free of any and all charges. The cost of labor and all other expenses resulting from the repair or replacement of the defective part(s) and from installation of part(s) furnished by this Warranty shall be borne solely by the Supplier.
- D. The replacement or repair of parts normally consumed in service shall include charts, ink, and light bulbs. These parts only shall be considered as part of routine maintenance and upkeep and shall not be considered eligible for exchange free of charge under the Warranty.

E. The Contractor shall provide standard manufacturer's one (1) year parts and labor warranty for all other instrumentation equipment and devices specified herein unless noted otherwise.

#### **1.04 - DELIVERY, STORAGE AND HANDLING**

A. The system supplier and the Contractor shall comply with the requirements contained in Section 016500 - Product Delivery, Storage and Handling.

#### **1.05 - FIELD SERVICES**

A. Supply and credit to the Owner field services as specified in Section 014500 - Quality Control.

B. The following field services shall be provided by the control panel manufacturer as a minimum:

1. One (1) day – one (1) trip, prior to the formal design of the control panels, to meet with the Owner and Engineer to discuss the types of displays that are available through the operator interface and to establish the criteria for the design and programming.
2. Two (2) days – two (2) trips, for control panel specified herein to check the installation, make all necessary adjustments, program modifications, and otherwise place the system into permanent operation as specified in Section 017500 - Starting and Adjusting. As part of startup activities, the representative shall check the terminal connections and the specific work of all the Contractors. Before substantial completion, provide operation and maintenance instruction to the Owner.
3. Up to sixteen (16) hours (2 days) of re-programming time to make changes for the supplied Pump Station Manager (PSM) program within the first 6 months once the systems are completely functional and placed into operation.
4. Dates shall be selected by the Contractor, as approved by the Engineer, and are in addition to other field services specified herein.

#### **1.06 - SUBMITTALS**

A. Comply with the requirements contained in Section 013300 - Submittals. Submit the following:

1. Technical descriptive data for each equipment item in the system showing model number(s), sizes, capacities, weights, horsepower, motor and voltage information, and other similar information. Catalog cuts are acceptable if they contain the necessary information.
2. Control panel schematic wiring diagrams.

3. Interconnection wiring diagrams between primary elements/transmitters and control panels and between control panels.
4. Legend nameplate details for control panel switches, lights and panel mounted equipment.
5. Catalog cuts or technical data sheets for every electrical device mounted inside and on the face of the control panel such as, but not limited to, breakers, terminal blocks, switches, pilot lights, PSM, operator interface, etc.
6. Loop diagrams and loop descriptions prepared in accordance with ISA standards. Submit loop diagrams prior to installation of all equipment.
7. Display diagrams for the operator interface showing displays for each control panel.
8. Provide full color operator interface screen shots for review prior to delivery of each control panel.
9. Written complete functional description of each control panel as submitted.
10. List of spare parts to be provided.
11. Storage, handling and installation instructions for all system equipment.
12. Warranty Certificates.

B. Operations and Maintenance Manual prepared in accordance with the requirements contained in Section 017823 - Operating and Maintenance Data.

#### **1.07 - SERVICE CONDITIONS**

- A. All components of the system shall be designed for continuous duty.
- B. Provisions shall be made for adjustments or replacements of all parts. Corresponding parts of multiple units shall be interchangeable.

#### **1.08 - REFERENCES**

- A. Comply with applicable provisions and recommendations of the following, except as otherwise shown or specified:
  1. NFPA 70 – National Electric Code

2. National Electrical Manufacturers Association
3. Institute of Electrical and Electronic Engineers
4. NEMA ICS 1 - General Standards for Industrial Control and Systems.
5. NEMA ICS 2 - Standards for Industrial Control Devices, Controllers and Assemblies
6. NEMA ICS 3 - Industrial Systems
7. NEMA ICS 6 - Enclosures for Industrial Controls and Systems

**1.09 - EXTRA MATERIALS**

A. Furnish The following in accordance with the requirements contained in Section 017843:

1. One (1) dozen fuses of each size used in the control panels
2. One (1) spare intrinsically safe relay of each type
3. Two (2) spare control relay of each type used
4. One (1) pilot light lens cap of each color
5. One (1) LED pilot light lamps for panel face lights of each color
6. One (1) three position selector switch
7. One (1) two position selector switch
8. One (1) float switch
9. One (1) PLC input cards
10. One (1) PLC output cards
11. One (1) PLC power supply unit
12. One (1) level transducer

**PART 2 - PRODUCTS****2.01 - GENERAL CONTROL PANEL REQUIREMENTS**

- A. Control panel shall conform to the following requirements unless noted otherwise.
- B. The control panel shall be properly wired for connection to 240V/3 Phase power.
- C. The panel shall be rated for NEMA 4X service. The enclosure shall be stainless steel and be free standing with one (1) foot high legs. It shall be designed to accept electrical conduits from the panel bottom. The overall panel height shall not exceed 7 feet – 0 inches excluding the lifting lugs. The width of the panel shall be as required to satisfy the requirements of these specifications.
- D. Concealed stainless steel piano type hinges shall be used to hinge the front door(s). The hinges shall be for the entire door height. Lifting lugs shall be provided. All seams shall be continuously welded and ground smooth, with no holes or knockouts. All gasketing shall be oil resistant, securely attached with oil-resistant adhesive, and held in place with stainless steel retaining strips.
- E. A small LED light fixture shall be attached to the panel ceiling plate to provide direct task lighting while the door is open. It need not be interlocked with the panel door to automatically turn on. A high capacity adequately sized cooling fan with finger guard to keep air circulating within the enclosure and shall be provided located adjacent to the PSM. A heater and thermostat sized for winter operation shall also be installed within the panel.
- F. Wiring shall be accomplished in a neat workmanlike manner and run in PVC wiring duct where practical. All ducts shall be oversized by 25%. Where not practical it shall be supported and tied into position with nylon cable ties. All wiring and terminals shall be identified with a number code matching the Engineer's approved wiring schematic. The panel shall comply with NEMA Standard Section 2, Part 322 for Class II, Type B control centers. Each device inside the panel shall be properly identified as to function using laminated white on black labeling tape.
- G. All control panel wire shall be 14 AWG multi-strand machine tool wire minimum. Insulation shall be MTW. Wiring color continuation shall be:
  - 1. 120 VAC control power: RED
  - 2. Neutral: WHITE
  - 3. Ground: GREEN

4. Power from remote source: YELLOW
5. 24 volt DC (+): BLUE
6. 24 volt DC (-): BLUE with WHITE STRIPES

H. All wires shall have wire numbers attached to each end in accordance with the wiring schematic. Wire terminations shall be tubular compression. All terminals shall be strip mounted and be a voltage rating of 600 volts, amperage rating 25 amps.

I. Each device of the panel that is powered from the panel shall be provided with a properly sized circuit breaker. Gang or group the circuit breakers in one area of the panel and provide a typed directory for the breakers. The directory shall be attached to the panel interior, inside a plastic pocket.

J. Intrinsically Safe Barrier: Intrinsically safe control relays shall be provided for all level probes and high level floats.

K. Transformer, if necessary, shall be dry-type and specifically designed to handle high inrush current associated with contactors and relays. All control transformers shall be copper wound, vacuum impregnated with solid polyester varnish and 100% tested in strict compliance with ANSI, CSA, UL listed, and CSA certified. Transformers rated for 50-250 VA shall have a 55 deg. C rise, 105 deg. C temperature class, 300-35 VA 80 deg. C rise, 130 deg. C temperature class and 500-500 VA 115 deg. C. rise, 180 deg. C temperature class. Primary and secondary protection shall be provided.

L. Control relays, shall be in accordance with the following requirements: Enclosed rated for 15 amps at 277 V AC, 80% PF. Expected life 10 million operations, mechanical; 100,000 operations minimum at rated loads. Temperature range - 45 deg. C to 55 deg. C. Coil voltage 120 V, 60 Hz, unless otherwise specified.

M. Automatic transient protection for protection from the effects of lightning induced currents shall be provided. The suppressor shall have solid-state bi-directional componentry and failure indicator (neon). Advanced Protection Technologies, Inc. Model TE/500 or equal shall be provided.

N. Identification: (Quotation marks used in this specification denotes wording of the nameplate or escutcheon legend plate.)

1. Nameplates shall be engraved laminated phenolic with white background, black 3/16" high letters to identify each door-mounted component, and shall be screw mounted to the panel face.

2. The manufacturer's company name, location and project number shall be shown on the front door and inside the panel on an aluminum nameplate.
- O. Pilot Lights, Push buttons, and Switches: Pilot lights, push buttons, and selector switches shall be manufactured by Allen-Bradley and be oil tight NEMA 13, heavy duty type. The Owner's color-coding system shall be used.
  1. "TROUBLE", "ALARM", or "FAULT" pilot lights shall be push-to-test, LED type with amber color cap.
  2. "RUN", "OPEN", "ON", "HAND", or "START" pilot lights shall be push-to-test, LED type with red color cap.
  3. "OFF", "CLOSE" or "STOP" pilot lights shall be push-to-test, LED type with green color cap.
  4. Selector switches shall be maintained position type with properly labeled legend plate.
- P. All equipment controlled via control panels specified herein this section shall be provided with an adjustable delay start timer function, via the PSM program, that when the unit(s) are called to start, they shall each delay start in 5-second intervals. This feature shall be provided so as to avoid all units starting at the same time after a power outage has occurred and the emergency generator has started. The delay start function shall be provided either in "AUTO", "MANUAL" or "RUN" modes; i.e. either operator started or primary element started. The control systems integrator shall submit a schedule for all equipment controlled via the control panels specified herein that shall show the name of the equipment, horsepower, in-rush current and the delay start time.
- Q. Provide an alarm horn with a silence pushbutton, adjustable dB range, and a reset pushbutton, which shall sound when any alarm condition is activated. The horn and pushbuttons shall be mounted on the front of the panel. The horn shall be manufactured by Edwards or equal. The sound level of the horn shall be a mechanically adjustable by the operator without having to open the control panel front door.
- R. Pump Station Manager (PSM)
  1. Multismart by Flygt, or equal
  2. The Pump Station Manager shall provide "out of the box" control of a typical pump station, with an intuitive user-interface. The product shall come with pre-built configuration parameters which are selectable via the user interface, including:

- a. Functionality for advanced pump control of up to 6 pumps
- b. Pump mode, for each pump, between auto/manual/off
  - i. In manual control (semi-automatic manual) pump switches off at deactivation setpoint and reverts to auto mode to prevent accidental pump run on
  - ii. To pump beyond off set point in manual button must be held down (full manual)
- c. Setpoint adjustment for pump activation/deactivation and level alarms
- d. Level device from 4-20ma, conductive probe or remote level
- e. Redundant level device handling
- f. Selectable between fill / empty
- g. Functionality for advanced pump control of up to 6 pumps including grouping and alternation
- h. VFD control algorithm:
  - i. Pump cleaning function:
    - When reading current from the VFD or from current transformers the PSM may detect pump clogging and implement a self-cleaning function.
    - Hard clogging: when motor currents exceed a pre-set limit, the VFD is stopped then sent the reversing and forward run commands timed to clear the debris from the impeller. This can be performed one or more times until the debris is cleared. Once the cleaning function is complete the PSM returns to normal operation.
  - ii. Sump cleaning function:
    - To ensure solids and grease do not build up in the sump, the controller shall have the option for a sump cleaning function.

- The sump cleaning function may be configured to operate on a set number of cycles.

iii. Pipe cleaning function

- Adjustable startup sequence allows running motor at full speed to clear debris in the pipe and prevent the motor from clogging.
- This feature allows for the VFD to be sent a speed and time reference to run the motor at during the beginning of each cycle to allow for the clearing of debris in the pipe and to prevent pump clogging.

iv. Energy efficient speed reference

- The VFD algorithm will find the speed at which the outflow rate matches the inflow rate which may run the pump at a more efficient rate than full speed.

v. Ability to run at a set speed when in manual mode

vi. Automatic speed adjustment when multiple pumps are running so not to increase flow rapidly and reduce water hammer.

vii. Runs all pumps at the same speed reference

viii. Speed reference is controlled by 4 parameters

- Start speed as a percentage of total speed
- Full speed level setpoint
- Off level/minimum speed
- Speed compensation

i. Station optimization including

i. Max off time (odor reduction)

- A timer that shall start a pump after the configured time has expired and will run one or more pumps to the pre-set off point

- ii. Maximum pumps to run (overload protection)
  - Pump controller shall have a configurable maximum number of pumps allowed to run at a single time and whether to stop a running pump and start a lag pump or to prevent a lag pump to start.
- iii. Maximum starts per hour (pump protection)
  - Pump controller shall provide delays for the following
- iv. Start-start delay to prevent multiple pumps from starting at the same inter-pump start and stop delays
  - Time and overloading electrical and hydraulic equipment
  - Stop-stop delay to prevent or reduce the effects of water hammer
  - Stop-start delay to prevent a pump from starting while a pump is ramping down and possibly damaging valves
  - Start-stop delay to prevent a pump from stopping shortly after a pump has started and possibly damaging valves
- v. Maximum run time (turn off inefficient or partially blocked pumps)
  - Pump controller shall shut a pump off and optionally set an alarm if a motor has been running longer than normal
- vi. Blocked pump detection
  - Pump controller shall have configurable option to detect pump blockages and take action when a pump blockage occurs
- vii. Well clean out (periodic pump down to snore point)
  - Pump controller shall have the ability to pump to the snore point using the following methods: Configurable amount of time to pump below the off point; Pump down to a configurable level point; Detect low motor power factor; Detect low motor current consumption

- viii. Pump groups with different configurations (e.g. alternation schemes) for each group
- j. "Locked level" alarm to indicate level device problem
  - i. User-defined % change within a time period
  - ii. Different values for low use, high use times (user defined)
- k. Flow measurement/calculation
  - i. Calculated flow via draw down test
  - ii. Not available when using VFD to control motor speed
- l. Alternation schemes including:
  - i. Fixed lead/duty
  - ii. Alternation
  - iii. Alternation n:1 (e.g., 3:1)
  - iv. Run most efficient pump, n:1 ratio, e.g. more efficient pump runs 20 times for each operation of the less efficient pump(s)
  - v. Alternation by hours run or starts
- m. Pump decommission/commission
  - i. Decommissioned pump automatically removed from control algorithm, alarms, displays, etc
  - ii. SCADA tag flags decommissioned status
- n. Six profiles of setpoints for spill management, off peak pumping, tariffing, etc.
  - i. Automatic profile change on date/time
  - ii. Selectable from SCADA, digital input, logic tag or faceplate
  - iii. Profile includes some pump control parameters – max no of pumps, max run time, max off time

- o. Datalogger for user-defined faults and events (process values)
  - i. 50,000 events to internal flash memory
  - ii. 10,000,000 events by writing direct to compact flash card
  - iii. Download event and fault log as CSV to compact flash for excel analysis
  - iv. FTP transfer of event and fault log as CSV for excel analysis
- p. 3-phase supply monitoring and supply protection
  - i. Under-voltage
  - ii. Over-voltage
  - iii. Phase fail
  - iv. Phase rotation
- q. Monitoring of DC supply, battery voltage, and internal temperature
- r. Energy, power and pump efficiency monitoring:
  - i. KW, KVA, power factor, KWHR, KVAH calculation for each pump
  - ii. Pump efficiency calculation (litres or gals per kwhr) for each pump
- s. Motor protection including:
  - i. 3-phase current monitoring for each pump
  - ii. Over- and under-current trip
  - iii. Ground/earth fault
  - iv. Current phase imbalance fault
  - v.  $I^2t$  fault
  - vi. Insulation resistance testing for motor windings
- t. Fault module with flexibility for any fault to

- i. Hold out pump(s) or be display only
- ii. Auto-restart after user-defined time subsequent to fault condition clearing
- iii. Auto-restart user-defined number of times (subsequent to fault condition clearing) before locking out
- iv. Manual/ SCADA reset required
- u. Built in web server
- v. Remote control via SCADA for
  - i. Changing mode of pumps (auto/off/manual)
  - ii. Reset of pump and station faults
  - iii. Changing pump and alarm setpoints
  - iv. Changing setpoint profiles
- w. Security
  - i. Admin user sets pins for access to configuration of the unit
  - ii. Automatic datalogging of who has entered the configuration menu
  - iii. Automatic logging of all unsuccessful login attempts with date/time
  - iv. Digital input option, e.g. key switch, for access to configuration menu
- x. SD and USB port allows
  - i. Firmware upgrades
  - ii. Save/load configuration (allows backup to be restored, or configuration copied from another station)
  - iii. Download datalogger in csv
  - iv. Export/import MODBUS and DNP3 points list in CSV format

3. Programmability

- a. The product shall have the option of IEC61131-3 and IEC61499 compliant PLC programming language to enhance/interact with all the modules in the Pump Station Manager.
- b. The product shall have the option of a simple logic engine to enhance/interact with all the modules in the Pump Station Manager.

4. I/O

- a. The I/O shall be expandable to many hundreds of I/O points per unit. Available I/O types shall include:
  - i. Digital inputs (voltage free input), also configurable as counters
  - ii. Digital outputs (240v, 5a resistive)
  - iii. Analog inputs (10bit)
  - iv. Analog outputs (10bit)
- b. Digital inputs configurable for seal, thermistor, and other pump station requirements
  - i. Additionally, the digital inputs shall be selectable as pump station specific I/O to reduce components in the panel and therefore save cost, E.G., remove pump relays such as mini-cas relays, mas relays.
    - Seal sensor (conductive)
    - PTC thermistor
    - Flygt FLS & CLS
    - Conductive probe (for liquid level sensing)
- c. Specific I/O for motor protection and current/voltage monitoring
  - i. The product shall have I/O cards to minimise additional components which include:
    - Insulation resistance test (IRT) to 1000v
    - 3-phase current monitoring, derived from CT's, 0.5% resolution

- 3-phase supply monitoring, 0.5% resolution. Up to 630v phase to phase.

d. Support for duo probe

- i. The product shall have an internal atmospheric pressure sensor to allow for atmospheric pressure sensing and correction.

5. The field hardware shall include a user interface for operations and configuration. The display shall provide status of most aspects of the pump station, control of pumps, resetting of faults, and configuration of parameters.

a. The following status parameters shall be displayed on the main screen. The screen will also have buttons to allow the user to access faults, history, information and settings.

- i. Level in user definable units eg %, metres or custom units
- ii. Setpoints for alarms and pump start/stop
- iii. Pump running/stopped
- iv. Pump available/unavailable
- v. 3-phase current for each motor
- vi. Faults
- vii. 3-phase supply
- viii. Date/time
- ix. User-configurable option to display pump efficiency, flow rates, total starts, total hours run and other parameters

b. The following parameters shall be available via a user key press from the main screen:

- i. Hours run accumulators for each pump & the station with the following comparisons: Last minutes run; This hour, last hour; Today, yesterday; This week, last week; Total hours run
- ii. Starts accumulators for each pump & the station with the following

comparisons: This hour, last hour; Today, yesterday; This week, last week; Total starts

- iii. Flow values, either derived from calculations or via a flowmeter: Inflow; Pump flow rate; Total volume; Overflow data, including start time, duration, estimated volume

S. Remote I/O modules for PSM I/O expansion shall be manufactured by Acromag. Universal input/output type part # 983en-1012. Analog input type part # 961-en-4006.

T. UPS

- 1. An uninterruptible power supply (UPS), suitably sized as recommended by the control panel manufacturer for the PLC shall be provided for all control panels.
- 2. The UPS shall be shelf mounted inside the panel.
- 3. All control panels with UPS units shall provide programming as necessary to detect the UPS as the power source during a power failure and reinitiate/acquire all motor start signals from running motors when emergency power or normal power is activated. Adjustable loss of signal time delays may be utilized to cover the power transfer time only while the UPS is detected as the sole power source.

U. Operator Interface

- 1. The following functions shall be provided via the operator interface for the DEFRIEST PUMP STATION CONTROL PANEL (CP-1):
  - a. Select Lead and Lag Pumps
  - b. Adjust Pumping rate set points – ‘Auto’ Mode
  - c. Alternate Lead Pump Selection
  - d. Adjust pump and alarm control water elevations
  - e. 48 hour Alarm history log
  - f. Graphic display in bar chart type format that illustrates the continuous level and flow in the pump station. The actual level and flow shall also be displayed in digital format.

g. Provide alarm banners

V. Protection:

1. All pump motor stators incorporate thermal switches in series to monitor the temperature of each phase winding. At 125 deg. C (260 deg. F) the thermal switches shall open, stop the motor and activate an alarm.
2. For the submersible pump(s), a leakage sensor is also provided to detect water in the stator chamber. The Float Leakage Sensor (FLS) is a small float switch used to detect the presence of water in the stator chamber. When activated, the FLS send an alarm to the control panel. Use of voltage sensitive, solid-state sensors and trip temperature above 125 deg. C (260 deg. F) shall not be allowed.
3. For the submersible pump(s), the thermal switches and FLS shall be connected to a Mini CAS (Control and Status) monitoring unit by Flygt or equal. The Mini CAS shall be designed into each control panel.

W. Managed SCADA Remote Terminal Unit

1. Control panel supplier/manufacturer shall provide a remote terminal unit (RTU) with cellular modem to output real-time alarm conditions, pump station conditions and flow rates to a cloud-based SCADA platform for remote monitoring, by Flygt, or equal.
2. Provide one year of service, to begin on a date to be selected by the Owner.
3. All control panels shall be provided with an Ethernet switch suitable for both copper and fiber optic connection for use by selected SCADA integration supplier. Fiber optic connection shall be SC type.
4. High-High float switch shall be wired directly to the RTU for monitoring alarm conditions only. High-High float shall be installed a minimum of 6" above high level float switch.

## **2.02 - CONTROL PANEL (CP-1)**

- A. This section details the specific requirements for the PUMP STATION CONTROL PANEL (CP-1).
- B. Provide a master nameplate - "DEFRIEST PUMP STATION CONTROL PANEL (CP-1)." This nameplate shall be 2 inches high with 1-inch high letters and be centered at the top of the panel. The background shall be red with black letters, screw attached.

- C. CP-1 enclosure shall be equipped with a lever lock door handle to open from the panel face. Screw down edge slips will not be accepted
- D. The control panel shall be designed for (3) dry-pit submersible pumps.
- E. The following remote equipment shall also be powered from CP-1 and be provided with individual properly sized and labeled circuit breakers:
  - 1. Float Switches
  - 2. Level Transducers
- F. The control panel shall be designed to control the pump station flow rate:
  - 1. "RUN" and "OFF" run pilot lights for each pump.
  - 2. "RUN-OFF-AUTO" selector switch for each pump; i.e. "PUMP NO. 1". Each pump is to be controlled by its dedicated "RUN-OFF-AUTO" selector switch. In the "RUN" position the pump shall be activated by the operator until the low level shut off level is reached as measured by either on-line pump station level probe or low level float. In the "AUTO" position the pump shall be controlled and be operated as specified hereinafter.
  - 3. Provide a lead pump selector function in the PSM that allows the operator to select the "LEAD" pump via the operator interface.
    - a. The operator shall be able to designate any of the installed pumps as the "LEAD" pump by inputting the pump number into the appropriate input fields. Provide a set-up screen via the interface to allow the operator to make these selections.
    - b. The operator shall also be able to select lead pump selection as "ALTERNATE" which will automatically alternate the lead pump selection after a "PUMPS OFF" level indication (LEVEL 1).
    - c. The "LEAD" pump shall run at the full motor speed (60 hz) when the water level in the wet well reaches an operator set water level: LEVEL 2.
    - d. The "LAG" pump shall run at the full motor speed (60 hz) if the wet well level increases to the "LEVEL 3" operator set water level in the wet well.
    - e. The "LAG-LAG" pump shall run at the full motor speed (60 hz) if the wet well level increases to the "LEVEL 4" operator set water level in the wet well.

- f. All settings will reset back to the operator inputs after each "PUMPS OFF" (LEVEL 1) indication.
- g. HIGH WATER ALARM shall be indicated when the wet well water level reaches LEVEL 5.
- h. Initial Wet well level set points:
  - 1) Level 0 – LOW WATER – 2.0' AFF
  - 2) Level 1 – PUMPS OFF – 2.5' AFF
  - 3) Level 2 – LEAD PUMP ON – 3.0' AFF
  - 4) Level 3 – LAG PUMP ON – 4.0' AFF
  - 5) Level 4 – LAG-LAG PUMP ON – 5.0' AFF
  - 6) Level 5 – HIGH WATER ALARM – 5.5' AFF
  - 7) All level setpoints shall be operator adjustable.
- 4. Provide control logic such that in the event the "LEAD" pump fails to start, then the "LAG" pump shall run and if the "LAG" pump fails to start, then the "LAG-LAG" pump shall run.
- 5. Provide control logic such that if any pump selector switch is in the OFF position, the program will not include that pump in the automatic lead pump alternation or lag pump activation.
- 6. Provide backup controls to utilize the float switches and bypass the PSM in the event of a primary level element failure or PSM failure.
- 7. Provide separate graphical running history display screen of the wet well levels as monitored by the selected wet well level probe over the past 24 hours, with the time in 1 hour increments.
- 8. Provide a pump running history screen over the past 48 hours that shows which pump was called to run between each PUMPS OFF call. Each pump running shall be shown in the order and time they were called to run by the program (i.e Lead pump (#1 -11:00 am), Lag Pump (#3 – 12:30 pm)), Pumps Off (1:00 pm) etc.)

G. The control panel face shall contain the following controls, indicators, switches, and devices and be arranged in groups, banks, rows or columns to provide a logical separation of function and shall be designed and fabricated to accomplish the functions specified:

1. White pilot light centered at the top of the panel showing that the panel is energized - "120 VOLT POWER".
2. Provide minimum of five output contacts for future use.
3. Provide a common alarm pilot light while annunciating the following alarms on the operator interface:
  - a. "SEAL LEAK"
  - b. "MOTOR OVERTEMPERATURE"
  - c. "PUMP #1 FAILED TO START"
  - d. "PUMP #2 FAILED TO START"
  - e. "PUMP #3 FAILED TO START"
  - f. "PUMP STATION HIGH WATER LEVEL FLOAT"
  - g. "PUMP STATION LOW WATER LEVEL FLOAT"

### 2.03 – MOTOR STARTERS/VARIABLE FREQUENCY DRIVES

- A. Motor starter shall be combination circuit breaker; NEMA rated motor starter with melting alloy thermal units and external overload reset. Circuit breaker / motor starter combination shall maintain minimum 25kaic short circuit rating. Circuit breaker shall be molded case Square D power pack series, no substitutions. Motor starter shall be Square D type 8536.
- B. Variable frequency drives shall be solid state, utilize IGBT technology throughout the entire manufacturers power range with pulse width modulated (PWM) output. Shall be surface mount type with minimum NEMA type 1 protection. VFD display shall be mounted on the enclosure door with cable connection to VFD. VFD shall include full voltage NEMA rated motor starter bypass with output isolation contactor. VFD shall include input fusing or circuit breaker to maintain overall 25kaic interrupt. VFD shall include input line reactor. Manufacturer shall be Allen Bradley Power Flex series, no substitutions.
- C. VFD input line reactor shall be rated based on VFD ampacity and voltage. Manufacturer shall be MTE Corporation RL series, minimum 5% impedance or approved equal.
- D. Air-conditioning units shall be included for all VFD panels. Minimum NEMA type 4 rated with BTU rating sufficient to cool the panel plus 20% additional BTU output. Unit exterior shall be stainless

steel or painted galvanized steel. Unit shall include thermostat control and branch circuit disconnect. If unit is equipped with a cord and plug power connection. A separate dedicated receptacle shall be supplied. Manufacturer shall be Ice Qube series (mm), (v), (vs) or approved equal.

- E. Optional ventilation for VFD supplied enclosures. All panels not requiring air-conditioning shall have NEMA type 12 filtered fan units. Fans shall be capable of discharging sufficient air flow (cfm) based on VFD ratings to maintain manufacturer's recommended operating temperature. Fan unit shall have thermostat control. Fan unit shall have removable filter. Manufacturer shall be Phannenber or approved equal.
- F. Motor starters and VFD's shall be suitable to provide power and control for 15HP (40 FLA) pumps minimum.

#### **2.04 - LEVEL PROBE**

- A. Intrinsically Safe Submersible Liquid Level Transmitter shall be the Model IL-10, as manufactured by Wikai, or equal.
  - 1. The complete standard measuring system shall consist of the transducer and a transmitter power supply unit with supply voltage of 10 to 30 V DC.
  - 2. The unit shall be suitable for hazardous areas using RN221N active barrier.
  - 3. Level indication output: 4-20 mA stepped output signal for programmable level control set points.
  - 4. Power supply, onsite display, two switch outputs and a signal adaptation (turn down) shall be integrated into the transmitter.
  - 5. Extension cable mounting screw shall be supplied. Suspension clamp shall be supplied for each unit. Terminal housing shall also be provided.
  - 6. The unit shall be supplied with WIKA Level Guard Anti-clog attachment for submersible level transmitter or approved equal.
  - 7. Level probes operating range: 0-10 psi
- B. Provide continuous instrument cable from probe to the transmitter. Length of the cable shall be a minimum of the total depth of the tank plus 10 feet for all applications.
- C. All level probes shall be installed with stainless-steel hardware and wall mounted bracket.

**2.06 - FLOAT SWITCHES**

- A. Each switch shall be 304 stainless steel with float weights, and polypropylene cased Flygt Model ENM-10, Anchor Scientific Eco Float Model G, or approved equal. Each liquid level sensors shall have a mercury-free micro switch in a smooth, chemical resistant polypropylene casing. Each switch shall be S.P.D.T. level sensors with #19-three conductor electrical cable.
- B. The Pump Station float switches shall have a minimum of 20 feet of cable:
- C. Provide stainless steel bracket suitable for wall mount and stainless steel chain for attaching floats.

**PART 3 – EXECUTION****3.01 - GENERAL**

- A. All components of the system shall be installed in accordance with the written and /or verbal instructions provided by the component manufacturer. All components shall be fully tested and verified for service by the manufacturer. Each manufacturer shall provide a MSR as specified in Section 017500 - Starting and Adjusting. An amount equal to 0.50 % of the scheduled value for the work of this Section shall be retained until all reports has been furnished.

**3.02 – INSTALLATION**

- A. Installed equipment in accordance with the manufacturer's written instructions and/or as shown on the Contract Plans. Perform all other work to make panels ready for final connection to all field wiring.

**END OF SECTION**



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